

RESOLUTION NO. 2026-XX [NTD: County would assign if BOCC adopts]
(CUP 2025-02 Thresher Wind -Wind Energy Conversion System)

RESOLUTION OF THE BOARD OF SEWARD COUNTY COMMISSIONERS

WHEREAS, the Board of Seward County Commissioners (“BOCC”) of Seward County, Kansas (“County”) by the powers vested in it by adopted Seward County Zoning Regulations effective January 2008, and as amended January 2025, (“Zoning Regulations”); and

WHEREAS, a conditional use permit was requested by Thresher Wind LLC (“Thresher”), for the development, construction, and use of a Commercial Wind Energy Conversion System (“CWECS”) as defined in the Zoning Regulations, which CWECS request is described in and limited to the Thresher Commercial Wind Energy Conversion System Permit Application dated September 16, 2025 including all its attachments with a total of 91 pages (“Application”); and

WHEREAS, pursuant to said Zoning Regulations in effect as of the Effective Date (certain pertinent parts are attached as Exhibit A), the BOCC has the authority to approve applications for County conditional use permits; and

WHEREAS, a public hearing was held on the Application by the Seward County Planning Commission (“Planning Commission”) beginning on December 8, 2025, and continued through and including February 23, 2026, after due notice in accordance with the Zoning Regulations; and

WHEREAS, as a result of said public hearing, the Planning Commission recommended approval of a conditional use permit, with conditions, and as provided in § 20-103 and § 27-104.8(C) of the Zoning Regulations also approved the “Development Plan” attached as Exhibit B; and

WHEREAS, in accordance with the Zoning Regulations, valid protest petitions were timely filed with the office of the County Clerk; and

WHEREAS, the Planning Commission’s full record regarding the Application, public hearing, and Planning Commission deliberation, findings and decision-making was submitted to the BOCC, and the BOCC allowed expansion of the record (collectively, the “Record”); and

WHEREAS, the Application and Record have been received and considered by the BOCC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEWARD COUNTY, KANSAS:

That, on a motion properly made and seconded, a vote of the BOCC is recorded as follows, pursuant to Kansas law and the Zoning Regulations, ordering and approving a conditional use permit, such that such conditional use permit is hereby approved on the terms and conditions of this Resolution No. 2026-XX [NTD: County would assign if BOCC adopts] including its attachments (collectively, “CUP”), which CUP totals ____ pages [NTD: County would complete from adopted version], which votes are recorded:

Chairman Steven A. Helm	Yes	☐	No	☐	Abstain	☐	Absent ☐
Commission Vice Chair Todd Stanton	Yes	☐	No	☐	Abstain	☐	Absent ☐
Commissioner Clay Louderback	Yes	☐	No	☐	Abstain	☐	Absent ☐

Commissioner Jairo Vazquez Yes ☐ No ☐ Abstain ☐ Absent ☐

Commissioner John Mettlen Yes ☐ No ☐ Abstain ☐ Absent ☐

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS, SEWARD COUNTY, KANSAS, THIS
__TH DAY OF _____, 2026 (“Effective Date”).

BOARD OF COUNTY COMMISSIONERS OF SEWARD
COUNTY, KANSAS

Steven A. Helm, Chairman

ATTEST:

Stacia Long, County Clerk

Todd Stanton, Commission Vice Chair

Clay Louderback, Commissioner

Jairo Vazquez, Commissioner

John Mettlen, Commissioner

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Attachments Index:

Appendix I: CUP Terms and Conditions – Specific to Application and Project (7 pages)

Appendix II: County General Fixed Terms and Conditions (8 pages)

Exhibit A: Select Zoning Regulations (15 pages)

Exhibit B: Thresher Development Plan (18 pages)

Exhibit C: Certificate of Liability Insurance (1 page)

Exhibit D: County Agreement Minimum Terms (15 pages)

Exhibit E: Good Neighbor Agreement Form (3 pages)

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Appendix I: CUP Terms and Conditions – Specific to Application and Project

1. Description of the CUP Real Property; Project; Use.

- a. **Real Property**: This CUP regards the real property that is described in Appendix A to the Development Plan (“Property”), a visual aid of which Property is in Appendix F to the Development Plan, but Development Plan Appendix A controls over any conflict with Development Plan Appendix F as to Property description. No other real property is granted or allowed rights or uses pursuant to this CUP.
- b. **Project and Project Property**: The “Project” means the Property, and the following improvements and infrastructure and uses as might be located on or under said Property: the proposed construction of the CWECS includes twenty-two wind turbines, gravel access roads, and underground collection lines. No other infrastructure is included within this CUP.
- c. **Use**: The CUP permitted use is limited to a CWECS, as defined in the Zoning Regulations and as further defined and limited by the terms of the County Permitting.
- d. **Improvements and Infrastructure**. No other improvements or infrastructure or use is allowed, permitted or included pursuant to this CUP. Only to the extent and as set forth in the Zoning Regulations, to the extent any Project specifics (including without limitation described by type, technology, materials, color, dimensions, location, other appearance, or potential negative impact to property or persons beyond the Property boundaries) are not permitted as set forth in the County Permitting or are not expressly included in the Application, any such Project development remains subject to County approval.

2. Certain CUP Terms and Conditions Not Limited to a Specific Phase or Timeframe. Thresher shall, at all times during the term of this CUP, adhere to the following terms:

- a. **No Development Obligation**. Thresher will appropriately and responsibly construct and operate as an approved CWECS. But, this CUP does not create any obligation or promise of Thresher to pursue or complete any portion of the Project.
- b. **Compliance**. The Project must be owned, developed, constructed, operated, modified and decommissioned in compliance with, and Thresher shall adhere to strict conformance to all requirements, terms, standards set forth in:
 - i. **Laws**. All applicable local (including, without limitation, the Regulations and other County codes, regulations, requirements, policies, forms, and practices), state and federal law, statutes, ordinances, rules, regulations, judgment, orders, and other governmental entity requirements (collectively, “Laws”), and
 - ii. **County Permitting**. All County Permitting; and

Thresher will obtain all permits, licenses, and orders required to construct or conduct any and all permitted uses of the Project. At any time the Planning and Zoning Administrator may require Thresher to provide the County with sufficient evidence in the County’s sole but reasonable discretion of compliance with this CUP.

- c. Ground Clearance. The turbine blades shall have a minimum ground clearance of 40 feet at the lowest point of rotation and calculated for all directions.
- d. Tower Siting. Towers shall be sited in the locations identified and depicted on Development Plan Appendix F, but to accommodate any desired micro-siting those Tower locations may be adjusted up to 100' in any direction.
- e. Tower Setback – Public Roadway. Towers shall be setback from public roadway a minimum of one times the tip height plus 75 feet from the road centerline.
- f. Tower Setback – Overhead Utilities. Towers shall be setback from existing overhead utilities a minimum of one times the tip height plus 40 feet.
- g. Tower Setback – Occupied Residence. Towers shall be setback a minimum of 1,000 feet from each Occupied Residence. “Occupied Residence” means a residence that was occupied as of September 16, 2025.
- h. Tower Setback – Occupied Residence, Non-Participating Land. Towers shall be setback a minimum of 1,900 feet from each Occupied Residence located on Non-Participating Land. “Non-Participating Land” means all land in Seward County for which as of the Effective Date no owner of that Seward County land’s fee title surface estate has entered into any contractual agreements with or for the benefit of Thresher.
- i. Tower Setback – Property Lines, Non-Participating Land. Towers shall be setback from all property lines of Non-Participating Land a minimum of 500 feet from the nearest tip of the rotor to said property line.
- j. Tower Setback – Sound. Towers shall be setback so that sound from turbines is not greater than 50 dBA both at the exterior and also inside of each Occupied Residence located on Non-Participating Land.
- k. Tower Setback – Shadow Flicker. Towers shall be setback so that shadow flicker from turbines is limited to no more than 30 hours annually at the exterior of each Occupied Residence located on Non-Participating Land.
- l. Landscaping, Screening, and Fencing. There are no requirements for landscaping, screening, or fencing beyond what is provided for in the Development Plan and the County Agreements.
- m. Sound. Thresher will use a low sound blade design in its turbine model as detailed in the Development Plan. Upon request by the County, Thresher will cause a sound report to be prepared pursuant to established industry standard methodologies, that identifies current decibel levels surrounding the project site and the decibel levels and source sound if development occurs.
- n. Turbine Technology. Thresher may adjust the turbine model as technologies may change from time of approval to time of construction, provided that the model or technology still complies with the County Permitting. Upon finalizing the model, Thresher shall notify the Planning and Zoning Administrator.
- o. Electrical Lines. Electrical lines shall be installed underground unless factors related to culturally sensitive areas dictate above ground installation. Subject to the Road Use and Maintenance

Agreement: Thresher may adjust the location of underground electrical collection lines and access roads, so long as such facilities are installed upon the Property, and Thresher will construct all access roads to be gravel and a minimum of 16 feet wide to accommodate emergency vehicle traffic.

- p. Wetlands; Drainage. Thresher will avoid jurisdictional wetlands in the design unless there is no reasonable alternative. Additionally, effects on drainage patterns will be minimized. The project will comply with all United States Army Corp of Engineer (“USACE”) requirements.
 - q. Fill. Thresher will not introduce fill within FEMA regulated floodplains, unless approved by County.
 - r. Signage. Thresher signage will be installed identifying the facility owner, operator and emergency contact information at all entrances. Signage will conform to the Seward County Sign Regulations Article 24.
 - s. Certificate of Liability Insurance. Thresher agrees to maintain the liability insurance described in the certificate attached as Exhibit C, by an insurer with a minimum AM Best credit rating of A-.
 - t. Light Mitigation Technology System. In addition to CUP § I.2.b., Thresher will diligently and in good faith (i) pursue approval of a light mitigation technology system for all Towers, (ii) install any approved system as soon as possible after CCD, and (iii) operate any approved system as continuously as possible after COD.
 - u. Local Contractors. Thresher will make a reasonable effort to use local contractors when feasible in the construction and maintenance of the Project. But, a landowner can elect to waive, meaning County will not enforce, a Thresher violation of a provision of this CUP § I.2, if Thresher provides County sufficient written documentation for the County’s reliance that 100% of fee title surface estate owners of said land have permanently and fully waived for the benefit of the Project any right to County enforcement of said violation.
3. Additional Specific Prerequisites to Construction or Operations. Thresher shall abide by the following terms, and remain in compliance with all County Permitting for the CUP duration:
- a. Construction Plans. Thresher will submit the full Project construction plans to the County 60 days prior to the first day any change of elevation, grading, other earthwork (excepting geotechnical investigations, surveying, soil sampling, clearing, grubbing, and installation of erosion control measures), or other construction activity, commences related to the Project on any of the Property (the “Construction Commencement Date” or “CCD”).
 - b. County Agreements. After obtaining the approved CUP and prior to CCD: Thresher and the BOCC (by simple majority vote approval) will enter into a Road Use and Maintenance Agreement, Decommissioning Agreement, and Contribution Agreement (collectively, “County Agreements”), on terms acceptable to both parties in their respective reasonable discretion and consistent with the corresponding Meade and Gray County agreements for the Thresher Wind project, but County and Thresher already agree that the County Agreements will include at least the terms on attached Exhibit D.
 - c. Development Plan. The Development Plan must be followed; and its terms and obligations do not end, expire, reduce or change after COD.

- d. County Permitting. Thresher shall obtain from the County all County permitting and approvals required regarding the Project, including but not limited to the plans and other County permitting and approvals described in CUP § I.3.e. (such permitting and approvals, along with this CUP, Development Plan, the Zoning Regulations, and the County Agreements, collectively, the “County Permitting”).
- e. Certain County Permitting Due by CCD. Thresher shall submit to the County the following plans, wildlife information and compliance report at least 90 days in advance of planned CCD, for that County Permitting to be accepted as final on behalf of the County by CCD; and the County shall not unreasonably withhold, condition, or delay its response and acceptance if what is submitted meets the CUP requirements:
- i. Traffic and Road Use Plan. Thresher shall coordinate with the County Planning & Zoning Administrator and the Road & Bridge Department to ensure an adequate Traffic and Road Use Plan and incorporate input if it is commercially reasonable. This plan shall comply with Article 27-104.8(D) of the Zoning Regulations, information detailing anticipated volume and designated route for constructing traffic, including oversized loads and heavy equipment, with proposed methods of assurance regarding maintenance and repair to public roads, bridges or culverts during the construction. Provide information regarding the traffic control plan for designated routes or construction activities within road right-of-way in accordance with the Uniform Manual for Traffic Control Devices. Provide plans and drawings that detail the construction details for installation of entrances, road crossings or right-of-way encroachment, detail anticipated volume and routes for facility operational traffic. This plan may be included in the road use and maintenance agreement referenced above in § I.3.b.
 - ii. Emergency Response Plan. Thresher shall coordinate with the Fire Chief to ensure an adequate Emergency Response Plan and incorporate input if it is commercially reasonable. This plan shall include a safety plan, in accordance with Article 27-104.8(G) & (H) of the Zoning Regulations, detailing expected public agency/emergency services support during emergencies, including training services and equipment (as necessary) for local County personnel, and identifying potential fire risks associated with the project and demonstrate compliance with applicable federal, state, and local fire codes, including but not limited to the National Fire Protection Association, Kansas State Fire Marshal, and County Emergency Management. Thresher will coordinate with emergency services in Seward County such as the local fire department and emergency management services to put forth this plan, which will include:
 - 1. A safety plan detailing expected public agency/emergency services support during emergencies, including training services and equipment for local County personnel, and
 - 2. Identify potential fire risks associated with the project and demonstrate compliance with applicable Federal, State, and local fire codes, including, but not limited to, the National Fire Protection Association, Kansas State Fire Marshal, and Seward County Emergency Management.

3. Any other reasonable information that Thresher, the Fire Chief or the Planning and Zoning Administrator deems appropriate.
- iii. Dust and Weed Control Plan. Thresher shall coordinate with the County Planning & Zoning Administrator to ensure an adequate Dust and Weed Control Use Plan as additionally required by Article 27-104.8(J) of the Zoning Regulations, and incorporate input if it is commercially reasonable.
- iv. Water. Thresher shall coordinate with the County Planning & Zoning Administrator to ensure an adequate Water Plan for any potential water needs, ensuring best practices are employed. Thresher shall incorporate County Planning & Zoning Administrator input if commercially reasonable.
- v. Security. Thresher shall coordinate with the County Planning & Zoning Administrator to ensure an adequate Security Plan and incorporate input if commercially reasonable, detailing security measures, access control, and security response protocols to be in place for all phases of the Project timeline.
- vi. Wildlife. Thresher shall provide the County Planning & Zoning Administrator written documentation from the Kansas Department of Wildlife and Parks (“KDWP”) indicating that Thresher has contacted the agency regarding the proposed Project. The document should state KDWP has been contacted by the applicant regarding the proposal and has reviewed or is currently reviewing the proposal for any concerns regarding threatened or endangered species. Thresher shall deliver a binding written verification from Thresher for County's reliance that the Project has followed a tiered approach as outlined in the U.S. Fish and Wildlife Services (“USFWS”) guidelines and is in compliance with and agrees to remain in compliance with all applicable federal, state, and local environmental laws.
- vii. Acknowledgement of Phase One Environmental Report. Thresher has provided and County confirms it is accepted as final, a Phase One Environmental Screening Report in accordance with industry standards as required by Article 27-104.8(E) of the Zoning Regulations.
- viii. Pre-CCD Compliance Report. Before CCD, Thresher shall deliver a binding written verification from Thresher for County's reliance covering up until the CCD: of compliance with § I.2.b., and of compliance with all County Permitting necessary to commence CCD; including copies of all associated permits, approvals and similar required by governmental entities to construct the Project (including without limitation all environmental permits and stormwater prevention permits) (“Pre-CCD Compliance Report”). The County’s Planning & Zoning Administrator shall review the Pre-CCD Compliance Report and confirm in writing whether all pre-CCD requirements under the County Permitting are satisfied and Thresher may commence CCD. Such review and confirmation shall be completed expediently and shall not be unreasonably withheld, conditioned, or delayed. No change of elevation, grading, other earthwork, earth disturbances or Project construction (excepting clearing, grubbing, and installation of erosion control measures) may occur until the County’s Planning & Zoning Administrator has expressly in writing confirmed that all pre-CCD County Permitting requirements have been satisfied and CCD may begin.
- f. Good Neighbor Agreements. Prior to CCD of the Project, Thresher will offer a Good Neighbor Agreement in the form of Exhibit E, to the owners of each Occupied Residence located (i) on

Non-Participating Land and also (ii) within one (1) mile of a planned Tower. This Agreement does not limit negotiation by said Occupied Residence owners for more favorable terms beyond what is provided in Exhibit E. This paragraph does not constitute an interference with, or waiver, of property rights or right to contract, and property owners remains free to choose whether to enter into a Good Neighbor Agreement.

- g. Construction Disturbances. Without the prior consent of the County (such consent not to be unreasonably withheld, conditioned, or delayed, but subject to any non-waivable provisions of the Zoning Regulations or other County laws), blasting and drilling shall only be conducted during 7:00 AM to 7:00 PM.
 - h. County Updates. Thresher shall provide an update to the County within 20 days as requested by the County through COD, with all pertinent information related to the Project, including progress on Project, whether the Project's timetable is on schedule, status of construction, anticipated COD date changes, and other pertinent Project information that the County might request from time-to-time, on any form that the County might request from time-to-time.
 - i. Pre-COD. Thresher shall provide any additional copies of all environmental permits required by State and Federal agencies, relevant stormwater prevention permits received from State agencies, and copies of all associated permits required to construct the Project from any other governmental entity between CCD and COD. Thresher shall confirm that all COD County Permitting requirements and conditions precedent have occurred.
4. Additional Specific Post-COD Requirements. Thresher shall at all times during the term of this CUP after COD, abide by the following terms:
- a. As-Built Plans. Within 6 months after COD, Thresher will submit to the County the complete Project as-built plans, certified for the County's reliance by the third party professional responsible for said plans as to (A) any change in the as-built plans from the pre-construction plans provided to the County, and (B) any actual changes to the infrastructure shown on said as-built plans compared to prior plans or descriptions provided to the County.
 - b. Personal Property Information. Thresher shall comply with K.S.A. 79-306; and irrespective of whether Thresher is required by Kansas law to comply with K.S.A. 79-306 Thresher will deliver to the County Appraiser a tax rendition as described in K.S.A. 79-306 from or on behalf of Thresher by a qualified professional for County's reliance, inclusive of the "retail cost when new" calculation as required by the Kansas Constitution Art 11 §1, of all Project commercial and industrial machinery and equipment with its situs in the County for the purpose of property taxation. The first verification will be delivered on or before March 15 following COD, and annually thereafter only to reflect any change in personal property from the last verification.
 - c. Traffic. Traffic during operations will be minimal and limited to maintenance, repairs, and groundskeeping.
 - d. Project Report. Annually from the COD through the end of decommissioning and restoration, Thresher will provide County with a Project report in a form reasonably required by County.
 - e. Subsequent Improvements and Use. Regarding any Project development, construction, infrastructure, improvements, personal property, operations, or modifications, not contained in County Permitting and occurring after COD excluding repairs or maintenance (collectively,

“Subsequent Improvements and Use”), the County has the right to implement the current Zoning Regulations or modify the County Permitting terms at the time of permit application for any Subsequent Improvements and Use. Subsequent Improvements and Use are not permitted by this CUP and instead require Thresher to provide the County Administrator and County Counselor with sufficient advance prior notice of and application for such proposed Subsequent Improvements and Use for County to determine and implement its requirements.

5. Additional Specific Decommissioning/Restoration/Abandonment/Financial Security Terms. Thresher shall at all times during the term of this CUP adhere to all provisions in Article 27-104.8(K) of the Zoning Regulations, § 3.1 of the Application, and the Decommissioning Agreement, which regard decommissioning.

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Appendix II: County General Fixed Terms and Conditions

1. Payments Due to County. Because the benefits to the County will be reduced if Thresher does not develop and operate the entire contemplated Project for its contemplated useful life, and due to the unique nature and potential impacts of the Project, considerable County resources have been expended and might further be expended unique to County resources involved regarding historically typical land uses or use proposals within the County, including without limitation, creating, implementing and monitoring County Permitting of the Project, additional County personnel time or education involved, and outsourcing some County roles; Thresher shall pay the County:
 - a. Initial Payment. \$287,000, due within 45 days after the Effective Date.
 - b. 50% Reimbursements. Except as provided below in CUP §§ II.1.c. and d., reimbursement of 50% of County's attorney's fees and costs in excess of \$287,000 and related to the County Permitting.
 - c. 100 % Reimbursements. Reimbursement of 100% of County's reasonable attorney's fees and costs incurred after the Effective Date pursuant to CUP §§ II.3.a or II.12.q.
 - d. Reimbursement Requirements. For reimbursement of attorney's fees and costs under CUP §§ II.1.b. and c., payments are due to County 45 days after Thresher's receipt of an invoice (which may be delivered via email), unless the amount is disputed in good faith that Thresher reasonably believes to be excessive, unreasonable, duplicative, incorrectly billed, inadequately documented, or not reimbursable under this Agreement, including by providing County with the clear and specific reason for the dispute and Thresher's calculation of the proper invoice amount. The parties shall work in good faith to resolve any disputed amounts documented, and out-of-pocket costs incurred and paid by the County. Reimbursable costs shall be limited to fees and costs that are attorney's fees and costs in connection with the review, processing, negotiation, including but not limited to issuance, administration, or enforcement of County Permitting, and directly attributable to the Project and would not have been incurred but for the Project. Thresher shall have no obligation to reimburse any cost unless the County provides a copy of the applicable invoice containing the following information or restrictions: (i) the name of each attorney or professional providing services and such person's hourly rate; (ii) An itemized invoice with time entries describing the work performed, the date of service, and the time expended for each task. To the extent the County claims any information is exempt from disclosure under the Kansas Open Records Act, the invoice shall identify the basis for such claim and provide sufficient information for Thresher to evaluate the charge; and (iii) Block Billing shall not be permitted. But, no payment pursuant to CUP § II.1.b. is due for fees or costs (iii) sooner than 90 days after County delivers after the Effective Date its proposed versions of all three County Agreements, or (iv) if County is in violation or CUP Default of CUP § I.3.b.
2. Payment Conditions. All payments, reimbursements, or other money due to County are due by wire transfer unless sufficient wire transfer instructions and information are not provided to Thresher, otherwise payments are due by check once Thresher is provided sufficient check completion and delivery instructions, and said payments are due only after Thresher's receipt of an invoice that has approved for payment on behalf of County.
3. Claims and Indemnification.
 - a. Thresher Indemnification of County. Thresher shall indemnify, defend, and hold the County harmless from and against any and all Disputes, losses, damages, liabilities, judgments, awards

and costs (including reasonable attorney's fees and costs) (each a "Claim") incurred by or sought against the County, to the extent any Claim arises out of or is related to any:

- i. Thresher Failure, Default or Breach. Failure, default, or breach by Thresher of any County Permitting;
- ii. Thresher Violation of Law. Violation of applicable law by Thresher or its employees, contractors or agents;
- iii. Thresher Conduct. Negligence or willful misconduct by Thresher or its employees or agents; or
- iv. Accuracy. Accuracy of information for the legal descriptions of the involved real property and parties with interests in said real property, both the real property subject to this CUP and also real property and parties for which written notice was required; which information was received from or on behalf of Thresher and County relied solely on Thresher and its selected vendor; or
- v. Thresher Dispute or Claim. Thresher Dispute or Claim brought against the County in any way related to the validity, enforceability, or legality of any County Permitting documents or rights (for avoidance of doubt including without limitation County Agreement terms included in the CUP despite that County Agreements are not executed), for which Thresher had actual knowledge of and a reasonable opportunity to investigate, verify, and notify the County of on or before the Effective Date; or
- vi. Third-party Dispute or Claim. Third-party Dispute or Claim brought against the County in any way related to the validity, enforceability, or legality of County Permitting.

This paragraph pertains only to third-party Claims: For third-party Claims under CUP §II.3.a, Thresher will have the right to contest and assume the defense of the County against any Claim with counsel of its choice reasonably satisfactory to the County so long as (A) Thresher notifies the County in writing within thirty (30) days after the County has given a Claim notice (or by such earlier date as may be necessary under applicable procedural rules in order to file a timely appearance and response or other required pleading) of its intent to conduct such defense, (B) the County has not been advised by counsel that an actual conflict exists between the County and Thresher in connection with the defense of the third party Claim (other than any conflict or potential conflict resulting solely from Thresher's indemnification obligations under this CUP), and (C) Thresher conducts the defense of the third-party Claim diligently. So long as Thresher is conducting the defense of the third-party Claim in accordance with this paragraph, the County may retain separate co-counsel, at the County's sole cost and expense (without reimbursement for such expenses, either pursuant to this CUP or otherwise), and participate in the defense of the third party Claim, it being understood, however, that Thresher shall control such defense.

- b. No Obligation to Indemnify, Defend or Hold Harmless. Provided, however, that Thresher shall have no obligation to indemnify, defend, or hold harmless the County to the extent a Claim arises from the negligence, willful misconduct, or violation of law by the County solely to the extent finally determined by a court of competent jurisdiction. As of the Effective Date, the County represents and warrants to Thresher that it maintains general liability and errors and omissions insurance coverage that insures the County as to all Claims made or makeable under CUP

§II.3.a.iv. above in the minimum amount of \$500,000.00 (“County Insurance”), and County agrees to maintain the County Insurance (or comparable replacement insurance coverage in no less than the above-described amount and for the same above-described Claims) at all times prior to COD; and County shall file a claim for and pursue all available coverage under the County Insurance for such Claim in a timely manner. County is not obligated to use County Insurance for any costs, liabilities, or Disputes regarding any Thresher obligations except as described herein.

4. Compliance Report. County may reasonably request a Compliance Report from time to time and Thresher shall provide it within 45 days of receipt of a request, confirming as of the Compliance Report date any of the following provisions on a request form document provided by the County: (a) the Thresher entity; (b) the respondent’s notice information; (c) any known default, breach, violation or failure of any County Permitting; (d) the full set of CUP provisions; (e) the total amount of all payments due to the County and any due to Thresher; (f) whether the Project has ceased operations; and (g) whether Thresher identifies any provision of any County Permitting as fully performed or no long applicable. Thresher’s failure to deliver a Compliance Report when due is deemed that Thresher delivered a Compliance Report confirming the express terms included in the requested document received by Thresher from the County provided that all of the relevant documentation was also attached to the request form document.
5. Cooperation. The County and Thresher agree to communicate and cooperate in good faith regarding this CUP and the County Agreements. Both the County and Thresher shall execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this CUP. As mentioned in CUP § II.1 above, County personnel time and resources to implement and monitor all of the County Permitting (which might include personnel obtaining additional advice on topics beyond their experience), to participate in cooperation, and to respond to proposed transfers, will be unprecedented and incurred prior to County receipt of material benefits due to the CUP, so for that reason, notwithstanding any provision in the County Permitting to the contrary: the due course timing for County administration of County Permitting including review of and response to information or inquiries from Thresher might occur on a timeline different than otherwise anticipated or desired, as County has no obligation to incur expediting or other costs beyond personnel costs budgeted in the County Commission’s sole discretion from time-to-time. Thresher is advised to communicate, submit information and requests, and coordinate, sufficiently in advance to allow County abundant time to meet any Thresher desired timelines.
6. Transferability. Thresher (or any of its successors or assigns) may wholly or partially assign the rights, obligations, and interests under this CUP to an affiliated entity upon written notice to the County. Upon such an assignment, the assignor party will be subject to the requirements of this CUP prior to the date of assignment or transfer and the assignee party will be subject to the requirements of this CUP after the assignment date. Thresher (or any of its successors or assigns) may wholly or partially assign the rights, obligations, and interests under this CUP to an unaffiliated entity i) with the written consent of the County, which shall not be unreasonably withheld, conditioned, or delayed or ii) upon notice to the County in the event the assignee entity holds a senior long term debt rating from Standard & Poor’s Rating Group, a division of McGraw Hill, Inc. (“Standard & Poor’s”), of at least BBB- (or its equivalent) or from Moody’s Investors Service, Inc. (“Moody’s”) of at least Baa 3 (or its equivalent). Upon Thresher’s (and any of its successors or assigns) whole or partial assignment or transfer of this CUP, the assignor entity will be subject to the requirements of this CUP prior to the date of assignment or transfer and the assignee entity will be subject to requirements of this CUP after the assignment or transfer date. If Thresher (or any of its successors or assigns) partially assigns any of the rights, obligations, and/or interests under this CUP, then the assignee shall only be subject to the terms, conditions, and obligations relating to the portions of this CUP that are assigned and shall not be subject to any terms, conditions, and obligations that the assignor

retained under this CUP, including any consequences for default(s) or violation(s) of obligations. Any attempted assignment in contravention of this provision shall be void *ab initio*.

7. Amendments. Except as allowed by, and subject to, CUP §II.14.j: this CUP may be amended, supplemented, modified or waived (a) prior to COD, only pursuant to the Zoning Regulations in effect as of the Effective Date; while (b) after COD, only pursuant to the then-current Zoning Regulations.
8. Register of Deeds. County may require or cause notice of the CUP to be recorded and indexed with the Seward County Register of Deeds against the Property.
9. Notices. Any notice which is personally served shall be effective upon the date of service. Any notice given by U.S. Mail shall be deemed effectively given, if deposited in the U.S. Mail, registered or certified with return receipt requested, postage prepaid and addressed as provided above, on the date of receipt, refusal or non-delivery indicated on the return receipt. In addition, either Party may send notices by facsimile or by a nationally recognized overnight courier service which provides written proof of delivery (such as United Parcel Service or Federal Express). Any notice sent by facsimile shall be effective upon confirmation of receipt in a legible form, and any notice sent by a nationally recognized overnight courier service shall be effective on the date of delivery to the Party at its address specified below as set forth in the courier's delivery receipt. Either party may, by notice to the other from time to time in the manner provided herein, specify a different address for notice purpose.

If to Thresher:

Project Manager
Thresher Wind LLC
One South Wacker Drive
Suite 1500
Chicago, IL 60606

If to the County:

Seward County Clerk
515 N Washington, Suite 100
Liberal, KS 67901

Seward County Administrator
515 N Washington, Suite 204
Liberal, KS 67901

10. Duration of CUP. In accordance with Zoning Regulation Article 27-105, and subject to earlier termination as provided in this CUP, the CUP will be valid for the life of the Project and through decommissioning activities; provided, that this CUP is automatically expired, void, and revoked by the County if (a) the CCD does not occur by the third anniversary date of the CUP Effective Date, or (b) if the particular use ceases to exist for a period of six months as set forth in Zoning Regulation Article 27-105, unless otherwise agreed to by the Board of County Commissioners. If the Development Plan is voided as to all or some of the Property, Project construction and use must cease while the CUP remains in effect unless otherwise agreed to by the Board of County Commissioners, and Zoning Regulation Article 20-107 applies.
11. Governing Law; Disputes. This CUP shall be governed by and construed in accordance with the laws of the State of Kansas without regard to conflicts of laws provisions. This CUP is subject to cash basis and budget law limitations and any other limits on the authority of the County Commission to impose or grant terms extending into the future. Venue is only proper in Kansas state district court located in Seward County, Kansas, or federal district court located in Wichita, Kansas. All disputes, actions, suits, proceedings, challenges and claims arising out of, relating to, or in connection with this CUP, including, without limitation, with respect to its execution, validity, application, interpretation, performance, failure,

default, breach, termination or enforcement (each a “Dispute”), shall be resolved by a court of competent jurisdiction in accordance with this CUP.

12. Enforcement; Remedies. Except the County and Thresher; other persons, entities or groups, including, but not limited to, Seward County citizens, Project host landowners, other owners of real property, and Project opponents or proponents, have no rights under this CUP and do not possess enforcement rights in this CUP.

Upon a Dispute related to this CUP, a “CUP Default” of County or of Thresher may be declared by the other, only after the other has:

- a. Written Notice. Delivered written notice to the entity proposed to be in CUP Default, which notice shall specifically describe the Dispute, the pertinent cure period pursuant to this CUP, and the Dispute resolution(s) acceptable to the party delivering the notice, and
- b. Cure Period. Waited the cure period and the Dispute is not fully resolved.

The cure period after the notice effective date for a Dispute related to this CUP to avoid becoming a CUP Default is:

- c. No Cure Period. There is no cure period for Thresher failure to complete with §I.3.e.viii. or §I.3.i. if such Default relating to §I.3.e.viii. or §I.3.i. is deemed valid by the Planning and Zoning Administrator.
- d. Right to Void. 45 days if County claims a right to void a CUP term pursuant to CUP §II.15.
- e. Risk of Material Harm. If County in good faith reasonably determines that the Dispute could put persons or property at risk of material harm, then the cure period for Developer to remove that risk of material harm will be a temporary cure period County reasonably determines in good faith and includes in the notice.
- f. Monetary Claim. If County claims any monetary payment is due from Thresher that Thresher does not in good faith reasonably dispute, the cure period for Thresher to pay the amount in full is 45 days after the later of (i) the payment due date, and (ii) the date that County delivers Thresher with written notice of an invoice.
- g. Other. Otherwise if the cure period is not governed by the above then the cure period is 45 days after the written notice effective date, unless the nature of the Dispute requires more than 45 to cure then the cure period is extended day-for-day past 45 days by the number of days that the Dispute could be fully resolved provided that the entity commence cure within 10 days of the notice effective date and diligently good faith pursues the cure to completion.
- h. No Cure Period Extension. As to any Thresher obligation to make a payment, the cure period is not extended for any force majeure or similar claim, including without limitation amounts owed to the County or to any third party for insurance or other monetary obligations.

The County has discretion to extend the cure period if Thresher is diligently working in good faith pursuing the cure to completion. Upon a CUP Default by the County or Thresher, the other may pursue all remedies available pursuant to this CUP, at law and in equity for said CUP Default, which

remedies are cumulative and not mutually exclusive. County's remedies for Thresher CUP Default include without limitation:

- i. Imposing Fines. Imposing fines established in any of the County Permitting or as County might otherwise reasonably establish,
- j. Actual Damages. County's actual damages,
- k. Self Help. The County may, following written notice of a Thresher CUP Default and expiration of any applicable cure period, perform or cause to be performed any obligation that Thresher has failed to perform and that is reasonably necessary to protect public health, safety, or property ("Self-Help"). Thresher shall reimburse the County for the actual, reasonable, and documented third-party costs incurred in exercising such Self-Help remedy,
- l. Costs of Self Help. County's costs due to Self-Help remedy, shall be paid to County 45 days after the effective date of County written notice and invoice to Developer providing reasonable detail of the costs and damages, (e) suspend any Thresher right arising from the County Permitting,
- m. Suspension of Proceedings. Suspend any proceedings or other efforts in process regarding or related to any County Permitting,
- n. Suspension. Suspend the CUP permitted use and Project,
- o. Revocation or Termination of CUP. Revoke or terminate the CUP provided that such process include any additional CUP revocation or termination requirements pursuant to the Regulations,
- p. Revocation or Termination of County Permitting. Revocation or termination of any other County Permitting pursuant to the Regulations and other terms of the County Permitting, and
- q. Reasonable Costs. Reasonable costs incurred related to the Dispute, CUP Default, cure or pursuing any remedy, including without limitation reasonable attorney's fees and costs, subject to §II.3, and
- r. Failure to Pay. For Thresher's failure to pay an amount when due pursuant to any County Permitting or an amount due because of a Thresher CUP Default, interest accruing at 15% per annum beginning on the day after the payment due date irrespective of when CUP Default occurs.

Upon cure of any Thresher CUP Default the County in its sole discretion may require evidence of cure, or else the County may pursue such evidence at the cost of Thresher.

13. CUP Provisions Surviving Termination or Expiration. If this CUP is terminated for any reason or expires, Thresher shall remain liable to County for any cost incurred by the County for any damages resulting from a breach of any condition of the CUP or any Regulation, and for completion of any Thresher obligation that reasonably survives the CUP termination or expiration (for example without limitation, completing all decommissioning and restoration obligations, completing all pertinent road use and regulation terms, completing all payments due to County). The obligations set forth in this paragraph shall survive termination or expiration of this CUP for a period of three (3) years, but this sentence does not waive or modify any County right or remedy pursuant to any other agreement or document.

14. CUP Interpretation.

- a. Recitals, Appendices and Exhibits. Recitals, Appendices, and Exhibits attached are incorporated by reference into this CUP as if fully set forth, and are intended to be construed as part of this CUP's terms and conditions.
- b. Thresher. "Thresher" means the original Applicant and CUP grantee, or upon a permitted transfer complying with CUP § II.6., then the transferee.
- c. Capitalized Terms in CUP. Capitalized terms used in this CUP including CUP Appendices I and II but excluding in any of its Exhibits, are defined:
 - i. Defined in CUP. In this CUP without its Exhibits;
 - ii. Defined Most Consistently in Exhibits. If not defined in this CUP without its Exhibits, then as defined most consistently within the CUP Exhibits;
 - iii. Defined in Regulations. If not defined in this CUP including any of its Exhibits, then in the Regulations; or
 - iv. Defined Interpretation and Construction Provisions. If not defined pursuant to the above definition rules, then as defined in the interpretation and construction provisions and rules of the Regulations.
- d. Capitalized Terms in Exhibits. Capitalized terms used in an Exhibit to this CUP are defined pursuant to the terms of that specific Exhibit document.
- e. Invalidity. Should any claim by anyone other than the County cause any section, clause, or provision of this CUP be declared invalid or unconstitutional by any court of competent jurisdiction, the same will not affect the validity of this CUP as a whole, or any part thereof, other than the part so declared to be invalid or unconstitutional, the County may amend or reform the CUP as necessary to include a sufficient replacement provision acceptable to the County in its sole but reasonable discretion.
- f. County Authority. This CUP does not waive or limit the County's police power, home rule, regulatory authority, or any other County authority or discretion or any County liability limitations, pursuant to applicable law from time-to-time.
- g. Conflict Resolution. In the event of any conflict (i) of terms within this CUP, or (ii) between this CUP and any of the Application, Regulations, other Law, or County Permitting; the conflict shall be resolved by giving effect to the provision most specifically applicable to the subject matter at issue. If the conflict cannot be resolved on that basis, the applicable provisions shall be interpreted, to the extent reasonably possible, in a manner that gives effect to each without creating a conflict.
- h. Provisions Not Expressly Approved. Any Application provision not expressly approved or allowed pursuant to this CUP is not assumed to be approved by this CUP.
- i. Time. Time is of the essence of each provision and obligation of or related to this CUP.
- j. Discretion. The Seward County Administrator or Planning and Zoning Administrator may each individually interpret, waive, and enforce, any CUP provision; unless the BOCC

elects to retain any of that discretion from time-to-time. If a County Permitting role is assigned to any County personnel who is unwilling or unable to perform the role or perform the role without additional support, the Seward County Administrator has authority to perform or cause the role to be performed by one or more other or additional County personnel or contractors.

- k. CUP Construed Against County. No phrase, sentence, clause, provision, or section of this CUP will be construed against the County as a result of the County having acted as the primary drafter thereof.
 - l. Subject to Regulations. This CUP incorporates the terms and conditions of any required provisions of the Application or Regulations and remains subject to the Regulations.
 - m. Headings. Headings of CUP sections and sub-sections are merely for organizational convenience and do not affect the interpretation of the CUP text.
 - n. Approval from Planning and Zoning Administrator. To the extent that Thresher needs to obtain approval from the Planning and Zoning Administrator related to any County Permitting Documentation, such approval will be contingent on approval of any other County personnel with the applicable skill, experience, or powers over the subject matter at issue.
 - o. Level of Detail. The Parties agree that the varying levels of details do not indicate a limitation of County discretion when interpreting or enforcing the provisions of County Permitting Documentation.
15. County Assumptions. The CUP assumes the Application accuracy and completeness of all required information without any independent verification by Seward County, and the County may elect in its sole discretion to void any pertinent term of this CUP that in part was based on any inaccurate or incomplete portion of the Application, if the County determines part of the Application is inaccurate or incomplete then County will provide notice to Thresher of that Dispute, specifying the issue to resolve. If the county voids any pertinent term of this CUP then the remainder of the CUP shall not be affected by such finding, and a provision shall be deemed added as may be possible to accurately reflect the intention of the parties and so as to make the provision accurate and complete.
16. Termination of Prior Agreements. Upon the approval of this CUP and the approval of all required Agreements and permit approvals needed to start construction shall result in the termination and shall supersede all terms and rights granted by the prior Conditional Use Permit for Cimarron Wind Project, LLC and all other related County approvals are terminated and void.

EXHIBIT A: SELECT ZONING REGULATIONS

20-103 Development Plan

Application for a “Planned” district, a “PUD” Planned Unit Development or a Conditional Use and development plan approval shall be made in accordance with the procedures outlined in Article 32 of these Regulations. The application shall include a development plan that describes the applicant's intentions for the use and development of the property. The development plan shall include and/or display the following information:

1. A topographic survey indicating the legal description, property boundary, existing contours, existing utilities and easements, and natural and manmade features of the property.
2. A development plan, drawn to the same scale as the topographic survey, indicating:
 - a. existing contours (shown as dashed lines).
 - b. proposed contours (shown as solid lines)
 - c. location and orientation of all existing and proposed buildings.
 - d. areas to be used for parking, including the number and arrangement of stalls.
 - e. areas to be developed for screening, including the location of plant materials, and screening structures and features.
 - f. pedestrian and vehicular circulation, and their relationship to existing streets, alleys and public right-of-way.
 - g. points of ingress and egress
 - h. location of all existing and proposed utilities (sanitary sewage systems, water systems, storm drainage systems, gas lines, telephone lines and electrical power lines).
 - i. drainage controls (retention or detention ponds).
 - j. location, size and characteristics of identification and business signs.
 - k. lighting layout, appurtenances, and intensity of illumination.
 - l. proposed finished floor elevations of all buildings and structures.
3. A statement of intent shall accompany the preliminary development plan to explain the measures used to achieve compatibility of the proposed development with surrounding properties through the planning of the site and the location and design of structures.

20-105 Development Plan – Phasing, Time Restrictions

The applicant may proceed with construction based on the entire development plan, or may elect to develop the property in phases. The applicant may submit the development plan separately for the first and each successive phase of construction, or for all of the project with a depiction of the phasing sequence; however, all “Planned” districts, “PUD”s and Conditional Uses approved with a development plan shall have construction begun with one (1) year of said approval by the Seward County Planning Commission. The

applicant may request a one (1) year extension of this time restriction by submitting a request in writing to the Seward County Planning Commission stating the reasons construction has not begun and at what time construction is expected to begin. If the Seward County Planning Commission agrees, the one (1) year extension may be granted one time but shall not be granted for any longer period.

The Seward County Planning Commission shall review the development plan and shall act on said plan in a reasonable time period. Upon approval by the Seward County Planning Commission, the development plan shall be filed for record in the office of the Zoning Administrator.

After the development plan has been approved, and when in the course of carrying out the development plan, minor adjustments are requested by the applicant and such adjustments conform to the minimum standards established by the approved development plan for building coverage, parking spaces, points of ingress and/or egress, heights, setbacks and/or other requirements, such adjustments may be made by the Zoning Administrator. If the requested adjustments are deemed by the Zoning Administrator to exceed the minimum standards established by the approved development plan, the revised development plan must be submitted and approved by the Seward County Planning Commission before any further work can proceed. Said revised development plan shall not require another public hearing unless the Seward County Planning Commission determines that the revisions requested are so significant that the public interest will be protected only by conducting a public hearing on said revised development plan. Regardless of whether a public hearing is required or not, at no time shall the Conditional Use previously approved be subject to disapproval. The only issue in said review shall be the requested revisions to the previously approved development plan.

Those properties granted a Conditional Use Permit at the time of adoption of these Regulations and which do not have an approved Development Plan may submit a Development Plan at any time for administrative approval by the Zoning Administrator, including to propose an enlargement, expansion or other improvement of said use as permitted by these Regulations. If the Zoning Administrator deems the proposal beyond his/her authority, the owner may submit the proposed Development Plan to the Seward County Planning Commission as outlined in the paragraph above.

Article 24 – Sign Regulations

Sections:

24-101 Purpose and Scope

24-102 Objectives

24-103 Definitions

24-104 General Sign Requirements

24-105 Procedural Requirements

24-106 Design and Construction Standards

24-107 District Regulations
24-108 Nonconforming Signs

24-101 Purpose and Scope: The purpose of this Article is to encourage the effective use of signs as a means of communication; to maintain and enhance the aesthetic environment and the ability of Seward County and the City of Kismet to attract sources of economic development and growth; to improve pedestrian and vehicular safety; to eliminate excessive and confusing signage; to promote compatibility of signage with nearby public and private property; to enable the fair and consistent enforcement of this Article by governing the placement, use and structural quality of outdoor signs and other advertising and identification devices together with their appurtenant and auxiliary apparatus. After the effective date of these Regulations, no sign shall be erected, constructed, reconstructed or otherwise altered without first obtaining a separate sign permit. Such sign permit shall be legally issued only when in compliance with the regulations set forth in this Article.

24-102 Objectives: This Article is found to be necessary and proper to the following objectives:

1. To protect the general public from damage and injury which may be caused by the faulty and unregulated construction of signs.
2. To prevent the obstruction of traffic visibility and confusion with traffic control devices resulting from improperly placed and designed signs.
3. To ensure the visual quality of signs and preserve and promote aesthetic quality in Seward County and the City of Kismet, Kansas.

24-103 Definitions: For the purpose of this Article, certain terms, phrases and words used throughout this Article shall have the meaning assigned them in this section:

1. General:
 - a. ABANDONED SIGN: Any sign, including off-site signs unless owned and operated by a bona fide billboard company, which no longer directs a potential customer to or exhorts any person, or advertises a bona fide business, project, product, service or activity.
 - b. DAMAGED SIGN: Any sign, including off-premise signs, damaged by any means, more than fifty percent (50%) of its value.
 - c. FACADE: The entire exterior surface of a particular side of a structure or establishment to be considered in the calculation of the maximum gross surface area of a wall, roof or projecting sign or signs.
 - d. INDIRECTLY ILLUMINATED SIGN: Any sign which is partially or completely illuminated at any time by a light source separate from the sign housing which is so shielded as to not be visible at eye level.

- e. **MARQUEE:** A permanent roofed structure attached to and supported by the building and projecting over public property.
- f. **OFF-PREMISES SIGN:** A sign delivering a message or advertisement other than the name, occupation or nature of the activities conducted on the premises or the products sold or manufactured thereon, and shall include all billboard signs and political signs with a gross surface area of more than thirty-two (32) square feet.
- g. **ON-PREMISES SIGN:** A sign which carries only advertisement that is incidental to a lawful use of the premises on which it is located, including signs or sign devices indicating the business transacted, services rendered, goods sold or produced on the premises, the rental or lease of products or building space, and/or name of the person, firm or corporation occupying the premises.
- h. **OWNER:** Any person(s), firm(s), corporation(s), or any other legal entity having legal title to or sufficient proprietary interest in a tract of land (including leasehold interests) or a sign.
- i. **SEMI-ILLUMINATED SIGN:** Any sign located on a building which building face is uniformly illuminated over its entire area, including the area of the sign, by use of electric or other artificial light. Semi-illuminated signs shall be permitted in any location where illuminated signs are permitted.
- j. **SIGN:** Any advertising device or surface placed out-of-doors, on or off premises, or placed inside a building when in view of the general public, which conveys information or identification. Included in this definition of "sign" shall be any structure used for said display and all sign supports.
- k. **SIGN, GROSS SURFACE AREA OF:** The gross surface area of a sign shall be the sum of all surface areas of the sign faces that are visible from the traveled way to which they face; except that ground or pole signs designed as double-faced signs shall have only one face of the sign be considered in determining the sign area. Each surface area shall include the total area within a single continuous perimeter enclosing the extreme limits of the sign elements.
- l. **SIGN AREA, MAXIMUM TOTAL GROSS SURFACE AREA:** Maximum allowed square footage of sign area permitted per zoning lot.
- m. **SIGN, HEIGHT:** The height of a sign as measured from ground level at the foundation of the sign to the highest element of the sign.
- n. **SIGN SETBACK:** The horizontal distance between a sign and a front and/or side lot line, as measured from that part of the sign, including its extremities and supports, nearest to any point on an imaginary vertical plane projecting from the front and/or side lot line.
- o. **SIGN STRUCTURE:** An element or assemblage of elements which supports or is capable of supporting a sign. A sign structure may be

free-standing, attached to a building, an integral part of the building, or combination thereof.

- p. **VISIBILITY TRIANGLE:** The triangular area formed by the intersecting street right-of-way lines and a straight line joining said street right-of-way lines at points which are thirty (30) feet distant from the point of intersection, measured along said right-of-way lines.
- q. **ZONING ADMINISTRATOR:** See Article 1.

2. Classification of Signs:

a. Functional Types of Signs:

- (1) **ADVERTISING SIGN:** A sign which directs the attention of the public to a business, commodity, service or entertainment conducted, sold, or furnished at a location OTHER than the premises on which the sign is located or to which it is affixed. An advertising sign is also known as a billboard.
- (2) **ADVERTISING DECORATION:** Any sign which has attached various sign materials used for temporary display and decoration, including streamers, banners, pennants, pinwheels, commercial flags, bunting, and similar devices.
- (3) **BILLBOARD:** An off-premise sign, or portion thereof, consisting of outdoor signs which advertise, promote, or otherwise disseminate information pertaining to goods, products, or services, including charitable services, political services or appeals, not related to goods, products, or services which comprise a primary use on the premises where the sign is located. Such signs include, but are not limited to:
 - (a) Poster panels or bulletins normally mounted on a building wall or freestanding structure with advertising copy in the form of pasted paper.
 - (b) Multi-prism signs, which are poster panels or bulletins normally mounted on a building wall or freestanding structure with advertising copy in the form of pasted paper and alternating advertising message on the one (1) display area.
 - (c) Painted bulletins, where the advertiser's message is painted directly on the background of a wall-mounted or freestanding display area.
 - (d) Off-premise signs on motor vehicles, trailers or other structures not otherwise defined herein, when such motor vehicle, trailer or other structure is used for advertising purposes.

- (4) **BULLETIN BOARD SIGN:** An on-premise sign containing the name of the institution or organization, which may include names of persons connected with it, announcing persons, events or activities occurring at the institution or organization. Such signs may also present a greeting or similar message.
- (5) **BUSINESS SIGN:** A sign which directs attention to a business or profession conducted, or to a commodity or service sold, offered or manufactured, or to an entertainment offered on the premises where the sign is located.
- (6) **CONSTRUCTION SIGN:** A temporary on-premise sign indicating the names of architects, engineers, landscape architects, contractors, similar artisans, and financiers involved in the design and construction of a structure or project during the period of construction.
- (7) **DIRECTIONAL SIGN:** An on-premise sign containing words or symbols indicating an entrance to, or exit from, a building as well as the location of parking, loading, restrooms, and emergency entrances which are for the convenience of the public.
- (8) **FARM/RANCH DIRECTIONAL SIGN:** An off-site sign which provides direction to the headquarters of the farm or ranch.
- (9) **FIRST AMENDMENT SIGN:** A sign which gives a non-commercial opinion of the sign owner and which is located on the property owned or occupied by the owner of the sign.
- (10) **IDENTIFICATION SIGN:** An on-premise sign giving the name and address of a building, business, development or establishment.
- (11) **NAMEPLATE SIGN:** An on-premise sign giving the name and/or address of the owner or occupant of a building or premises on which it is located, and where applicable, a professional title. Or in the case of a farm or ranch, or a rural residence, a sign giving the name of the owner or occupant, or of the farm or ranch, or other such similar identifying name.
- (12) **OFFICIAL SIGN:** A sign erected, maintained and owned by a public entity within its own jurisdiction or, for a city or affiliated entity, within three (3) miles of the city limits.
- (13) **POLITICAL SIGN:** A sign pertaining to the announcement of an individual being a candidate for an elective political office, or addressing a position with respect to an official ballot question appearing before the electorate. Any such sign exceeding thirty-two (32) square feet of gross surface area shall be classified as an off-site sign and regulated accordingly.
- (14) **PROJECT DIRECTORY SIGN:** An on-premise sign containing the names and locations, in list or map form, of the individual components making up a planned unit development, shopping center, or similar project.

- (15) **PROJECT TITLE SIGN:** An on-premise sign which carries the overall name of a residential subdivision, shopping center, industrial park, medical complex, unified development, manufactured home park, and similar projects. A project title sign shall also include signs placed prior to actual development designating the location as the “Future Home Of...”, or similar message.
- (16) **REAL ESTATE SIGN:** An on-premises sign displayed for the purpose of offering real property for sale, lease or rent.
- (17) **REAL ESTATE DIRECTIONAL SIGN:** An off-premise sign which provides direction to the location where real estate is offered for sale or lease.
- (18) **RURAL BUSINESS DIRECTIONAL SIGN:** An off-premise sign which provides direction to the location of a business.
- (19) **SERVICE SIGN:** A sign which is owned by and displays information on a non-profit, service, charitable and/or religious organization or group.
- (20) **SPECIAL SIGN:** Any sign classified as a farm/ranch directional sign, rural business sign and/or a service sign. These signs are permitted only so long as they remain allowable under the Kansas Highway Advertising Control Act as administered by the Kansas Department of Transportation.
- (21) **TEMPORARY SIGN:** Any on-premise sign, including, but not limited to, signs of lightweight cardboard, airborne, plastic or paper material, intended to be displayed for not more than sixty (60) days.

b. **Structural Types of Signs:**

- (1) **ARCH SIGN:** Any sign located at the drive entrance to a farm, ranch or rural residence, either adjacent to or arched over the drive entrance.
- (2) **AWNING SIGN:** Any sign affixed directly on, painted on or attached to an awning.
- (3) **CANOPY SIGN:** Any sign affixed directly on, painted on or attached to a canopy.
- (4) **COMMERCIAL BALLOON SIGN:** An on-premise, temporary sign that is inflated and exceeds five (5) square feet in area, as measured at the largest cross-section, designed to advertise a specific product or service sold, produced or conducted on the premises, on which advertising copy, logos, symbols or emblems may or may not be printed, painted or attached. Commercial balloon signs may be tethered or mounted to a structure or the ground.
- (5) **DOUBLE-FACED SIGN:** A sign having two faces or sides designed for use as a sign message area.
- (6) **GROUND SIGN:** A sign placed upon, or supported by the ground independently of any building or structure on the property. This includes

a sign supported on poles or posts, whose base of the face is less than six (6) feet above ground level.

- (7) MARQUEE SIGN: Any sign mounted on, painted on or supported by a marquee.
- (8) POLE SIGN: A sign whose base of the face is six (6) feet or more above ground level and is supported by poles or posts.
- (9) PORTABLE SIGN: An on-site sign designed in such a manner to be readily movable and not permanently attached to the property. Any non-permanent sign not classed as a temporary sign shall be deemed to be a portable sign.
- (10) PROJECTING SIGN: Any sign that is wholly or partially attached to and dependent upon a building for support and which projects more than one (1) foot beyond the face of said building.
- (11) ROOF SIGN: A sign mounted and supported wholly upon or over the roof of any structure.
- (12) WALL SIGN: A sign attached to or painted on a wall in such a manner that the exposed face of the sign is in a plane approximately parallel to the plane of the wall.

24-104 General Sign Requirements:

- 1. Traffic Safety: No sign shall be maintained at any location where it may interfere with the view of, or where it may obstruct view of, or interfere with, mislead or confuse traffic. Nor shall any sign be placed in the visibility triangle as defined in these Regulations, or project into said area unless the bottom edge of the projecting sign is at least ten (10) feet above the centerline grade of the intersecting streets and the sign supports are constructed to minimize the obstruction of the view of traffic.
- 2. Clearance from Electrical Power Lines: No metal ground sign shall be located within eight (8) feet vertically and eight (8) feet horizontally of electrical wire or conductors in free air carrying more than 48 volts, without regard to whether or not such wires or conductors are insulated or otherwise protected.
- 3. Illuminated Signs: Illuminated signs shall be shaded wherever necessary to avoid casting bright light upon property located in any residential district or upon any public street or park.
- 4. Use of Spotlights And Floodlights for Illumination: It shall be unlawful for any person to have any sign which is wholly or partially illuminated by floodlights or spotlights that interfere with the vision of pedestrians or vehicular traffic.
- 5. Flashing or Moving Signs: No flashing signs, rotating or moving signs, animated signs, signs with moving lights, or signs which create the illusion of movement shall be permitted. A sign whereon the current time and/or temperature is indicated by intermittent lighting shall not be deemed to be a

flashing sign if the lighting changes are limited to the numerals indicating the time and/or temperature not more often than five (5) seconds.

6. Signs Not To Be Located Within Public Right-of-Way: Any signs and supports which are located upon or over the public right-of-way, including streets, alleys and parkways, shall be prohibited; provided, however, the following exceptions shall be allowed:
 - a. Signs and supports required by governmental authority.
 - b. Signs on commercial vehicles or commercial trailers which denote the name and address of a bona fide business which owns or leases said vehicle when these vehicles are lawfully operated or parked and not used expressly for the purpose of advertising a product, service or activity.
 - c. A temporary sign located on public property used to announce a special event or activity when written authorization is granted by the Zoning Administrator that the sign will not constitute a traffic hazard or nuisance, and the sign is located in a proper zone. The Zoning Administrator may utilize the opinions of both the Sheriff and the County Engineer in making a determination under this provision.
7. Obstruction to Exit: No sign shall be erected so as to obstruct any fire escape, required exit, window, or door opening intended as a means of egress.
8. Obstruction to Ventilation: No sign shall be erected which interferes with any opening required for ventilation.
9. Signs on Trees or Utility Poles: No sign shall be attached to a tree or utility pole whether on public or private property.
10. Corner and Through Lots: On corner and through lots, each lot line that abuts a street or highway shall be considered a separate street frontage. On corner and through lots, restrictions that are phrased in terms of "signs per zoning lot" shall be deemed to permit the allowable number of signs facing each street or highway that abuts the lot.
11. Maintenance Required: Signs shall be maintained so as to be structurally sound and in a safe condition, and shall be kept in a state of undeteriorated appearance by means of painting, sealing or coating and repair or replacement of damaged parts, panels or lights. In addition, the premises surrounding all ground signs shall be maintained by the owner thereof in a sanitary and uncluttered condition, free and clear of all noxious substances, rubbish, litter and weeds.
12. Clearance Drop Zone for Pole Signs: Pole signs shall be located so as to provide a clearance drop zone in all directions such that the pole sign would fall on the property on which it is located. This requires that the pole sign be

setback from all property lines a minimum distance equal to the height of the pole sign.

13. Classification of Signs:

a. Functional Types:

- (1) Advertising Sign or Billboard Sign
- (2) Advertising Decoration Sign
- (3) Bulletin Board Sign
- (4) Business Sign
- (5) Construction Sign
- (6) Directional Sign
- (7) Farm/Ranch Directional Sign
- (8) First Amendment Sign
- (9) Identification Sign
- (10) Nameplate Sign
- (11) Official Sign
- (12) Political Sign
- (13) Project Directory Sign
- (14) Project Title Sign
- (15) Real Estate Sign
- (16) Real Estate Directional Sign
- (17) Service Sign
- (18) Special Sign
- (19) Temporary Sign

b. Structural Types:

- (1) Arch Sign
- (2) Awning Sign
- (3) Canopy Sign
- (4) Commercial Balloon Sign
- (5) Ground Sign
- (6) Marquee Sign
- (7) Pole Sign
- (8) Portable Sign
- (9) Projecting Sign
- (10) Roof Sign
- (11) Wall Sign

24-105 Procedural Requirements:

1. Permit: Except for signs listed in section 24-105 (6) of this section, no sign shall be painted, constructed, erected, repainted, remodeled, relocated, or

expanded unless such sign complies with the requirements of these Regulations. A sign permit shall be obtained from the Zoning Administrator prior to construction of any sign. Fees for sign permits shall be as established by resolution of the Governing Body.

2. **Application for Permit:** Application for a permit shall be made in writing upon forms provided by the Zoning Administrator and shall contain, or have attached, such information as the Zoning Administrator shall deem necessary to show full compliance with this and all other applicable laws and regulations of Seward County, Kansas. This may include drawings indicating the sign legend or advertising message, location, dimensions, construction and structural design. If the Zoning Administrator deems it necessary, he may also require that a licensed engineer furnish information concerning structural design of the sign and the proposed attachments. No sign permit shall be issued until the appropriate fees have been paid.
3. **Issuance of Permit:** Upon the filing of an application for a sign permit, the Zoning Administrator or designate shall examine such plans and specifications, along with the premises upon which it is proposed to erect the sign, and other pertinent data, to determine if the provisions of the Sign Regulations of Seward County, Kansas, are complied with. If all such requirements are met, the permit shall be issued. If the work authorized by such permit is not started within 90 days from the date of its issuance, such permit shall become null and void. The issuance of the Sign Permit as required by these Regulations shall not act in lieu of any other permits or fees required by any other provisions of these Regulations or any other rules or regulations applicable to such sign and its placement.
4. **Permit Revocation:** If the Zoning Administrator shall find that any sign subject to this Article is unsafe or structurally unsound, is a menace to the public, or has been constructed or erected or is being maintained in violation of the provisions of this Article, written notice shall be given to the owner, occupant, or person-in-charge, specifying the problem. If such person fails to remove or alter the sign so as to comply with the provisions of this Article within thirty (30) days of such notice, the Zoning Administrator may cause such sign to be removed or altered to comply with this Article.
5. **Sign Removal:**
 - A. All abandoned signs and their supports shall be removed within thirty (30) days from the date of notification of abandonment by the Zoning Administrator. The Zoning Administrator may grant a time extension not exceeding an additional thirty (30) days for an abandoned, non-damaged sign. All signs structurally damaged shall be repaired or removed within thirty (30) days of the date of notification by the Zoning Administrator.
 - B. If the owner, occupant, or person-in-charge, after due notice, fails or refuses to correct a violation of this Article, the Zoning Administrator

shall cause such signs and their supports to be demolished and removed. If such sign cannot be demolished because it is painted on a building or other non-sign structure, such sign shall be painted over or removed by sandblasting.

- C. When in the opinion of the Zoning Administrator any sign is in such condition as to constitute an imminent hazard requiring immediate action to protect the public, he may erect barricades or cause the sign to be taken down, repaired, shored, or otherwise made safe without delay. Such action, under such circumstances, may be taken without prior notice to or hearing of the owner, agents, leinholders, and occupants.
- D. Any cost incurred by the County or City associated with the demolition, removal or repair of any sign under the provisions of this Code shall be levied, certified, and collected as a special assessment against the lot or tract of ground upon which the sign was located. Said assessment, if not paid when due, shall be certified to the County or City Clerk for collection with other special assessments.

- 6. Exemptions From Permits: The following signs shall be exempt from paying fees and obtaining a sign permit; however such signs shall be subject to the Sign Regulations. (This exemption shall not be construed as relieving the owner of the sign from the responsibility for its meeting the structural and maintenance requirements as specified in these Regulations):

- a. Real estate sign advertising the sale, rental or lease of the premises on which the sign is displayed, with the following limitations: One (1) unlighted sign per street frontage per listing, provided that a maximum of six (6) real estate signs be permitted on a zoning lot.
- b. Real estate directional sign not exceeding six (6) square feet in area.
- c. Advertising decoration signs, and any indoor signs, even though such signs may be visible from the outside of the building.
- d. No more than two (2) temporary on-site signs placed in or upon windows of a commercial or industrial building, whether painted or attached.
- e. Nonelectrical nameplates not exceeding two (2) square feet in area.
- f. Nonelectrical construction signs denoting the architect, engineer or contractor when placed upon work under construction, and not exceeding thirty two (32) square feet in area.
- g. Nonelectrical identification signs.
- h. Nonelectrical arch nameplate signs.
- i. Nonelectrical memorial signs or tablets giving names of persons or buildings and date of erection not to exceed twenty-five (25) square feet in size.

- j. Project title signs for subdivision identification, both on-site and off-site, subject to the following conditions:
 - (1) On-site signs shall be allowed as long as lots remain vacant within the subdivision. Off-site signs shall be allowed for a maximum of two (2) years; however the Zoning Administrator may grant six (6) month extensions until the subdivision is seventy percent (70%) sold to either a builder or an individual buyer.
 - (2) On-site and off-site signs shall be unlighted; shall be neither reflective nor fluorescent; and shall be used exclusively for the purpose of advertising the subdivision.
 - (3) No sign shall be authorized until the final subdivision plat has been duly recorded.
 - (4) On-site signs shall be located at or near entrances to the portion of the subdivision under construction, and not more than two (2) sign structures shall be maintained in any one (1) subdivision less than forty (40) acres in size. For each additional forty (40) acres or fraction thereof, one (1) additional sign may be erected.
 - (5) Off-site signs shall be located on the most direct routes from the major road network to the location of the subdivision. However, when said off-site sign is located along a highway that is regulated by the billboard provisions of this Article, the location of such off-site sign shall be subject to the billboard provisions of this Article.
 - (6) The maximum area shall be one hundred twenty eight (128) square feet for each sign.
 - (7) The maximum length of any sign shall be sixteen (16) feet.
- k. Signs of a duly constituted governmental body, including directional signs for public buildings and uses, traffic or similar regulatory devices, legal notices, warnings at railroad crossings, and other instructional or regulatory signs having to do with health, hazards, parking, swimming, dumping and other similar signs.
- l. Advertising decorations, temporarily displayed during special event periods only, such as grand openings, holidays, carnivals and the like, with a limit of twelve (12) such events and a total time limitation of eight (8) weeks within any calendar year for any business or institution.
- m. Auction signs placed along roads and highways on private property advertising auctions off said roads or highways; provided, said signs shall not be placed more than thirty (30) days prior to said auction and shall be removed within seven (7) days of the completion of said

auction or sale. Said signs shall not be more than thirty two (32) square feet in area and shall not be illuminated.

- n. Political signs, when located on private property with the permission of the owner or tenants, provided that not more than four (4) signs shall be allowed for each street frontage per zoning lot. Total area of all signs shall not exceed sixty-four (64) square feet per zoning lot. All signs shall be removed within seven (7) days following the election in which the candidate is elected to office or is eliminated from further participation in the election as a candidate, of after a ballot question has been decided.
- o. Flags or emblems of a government or of a political, civic, philanthropic, educational or religious organization, displayed on private property, but only if the flag or emblem is used solely as an identifying symbol and does not include advertising language.
- p. Address numerals and other signs required to be maintained by law or governmental order, rule or regulation, provided that the content and size of the sign do not exceed the requirements of such law, order, rule or regulation.
- q. Such additional signs as "No Hunting," "No Fishing," "No Trespassing" and other like signs.

- 7. Exemption From Fees: The signs listed below shall be exempt from paying fees; however, a permit shall be obtained and they shall be subject to the Sign Regulations. This exemption shall not be construed as relieving the owner of the sign from the responsibility for its meeting the structural and maintenance requirements as specified in these Regulations.

- a. Nonelectrical bulletin boards not exceeding thirty two (32) square feet in area for public, educational, charitable, fraternal or religious institutions when such sign is located on the premises of such institution.
- b. Directional and special signs.

24-106 Design and Construction Standards: The design and construction of signs and sign structures shall be subject to the following standards:

- 1. Ground Signs:
 - a. Letters, Materials to be Secured: All letters, figures, characters, or representations in cutout or irregular form maintained in conjunction with, attached to, or superimposed upon any ground sign shall be safely and securely built or attached to the sign's structure.

2. Projecting Signs: The following provisions shall apply only within the City of Kismet, Kansas.
 - a. Removable Parts to be Secured: Any removable parts of projecting signs, such as a cover of a service opening, shall be securely fastened by safety chains or hinges.
 - b. Location: The horizontal clearance between a projecting sign and the curb line shall be not less than two (2) feet. A projecting sign projecting more than two-thirds of the distance from the property line to the curb line shall be not less than ten (10) feet above the ground or pavement below. A projecting sign projecting less than two-thirds of the distance from the property line to the curb line shall be not less than eight (8) feet above the ground or pavement below.
 - c. Awnings: Awnings, whether used as a sign or not, may extend over public property not more than seven (7) feet from the face of a supporting building but no portion shall extend nearer than two (2) feet to the face of the nearest curb line measured horizontally. In no case shall the awning extend over public property greater than two-thirds of the distance from the property line to the nearest curb in front of the building site.

24-107 District Regulations:

1. Seward County Agricultural and Single-Family Residential Districts: The following types of signs, along with applicable size, height, and setback requirements in districts zoned "AG", "AR", "RR", "SR", "R-1" and "V-1", are permitted:
 - a. Functional Types:
 - (1) Advertising Decoration Sign.
 - (2) Bulletin Board Sign, except for single-family dwellings.
 - (3) Business Sign for permitted home occupation.
 - (4) Construction Sign.
 - (5) Directional Sign, except for single-family dwellings.
 - (6) First Amendment Sign.
 - (7) Identification Sign.
 - (8) Nameplate Sign.
 - (9) Official Sign.
 - (10) Political Sign.
 - (11) Project Directory Sign.
 - (12) Project Title Sign.
 - (13) Real Estate Sign.
 - (14) Real Estate Directional Sign.

- (15) Special Sign.
- (16) Temporary Sign.

b. Structural Types:

- (1) Arch Sign.
- (2) Ground Sign.
- (3) Wall Sign.

c. Number of Signs Permitted: No more than one (1) ground sign and one (1) wall sign shall be permitted for each zoning lot having frontage on a public right-of-way, regardless of the functional type of sign; provided, however, that project title signs shall be permitted as authorized by Article 24-105(6)(j) of these Regulations in addition to the sign restrictions listed above.

d. Maximum Gross Surface Area:

- (1) Advertising Decoration Sign: Eight (8) square feet per sign.
- (2) Bulletin Board Sign: Twenty-five (25) square feet per sign.
- (3) Business Sign: Eight (8) square feet per sign.
- (4) Construction Sign: Thirty-two (32) square feet per sign.
- (5) Directional Sign: Eight (8) square feet per sign.
- (6) First Amendment Sign: Thirty-two (32) square feet per sign.
- (7) Identification Sign: Eight (8) square feet per sign.
- (8) Nameplate Sign: Four (4) square feet per sign.
- (9) Official Sign: One hundred (100) square feet per sign.
- (10) Political Sign: Thirty-two (32) square feet per sign.
- (11) Project Directory Sign: Sixty-four (64) square feet per sign.
- (12) Project Title Sign: One hundred twenty eight (128) square feet per sign.
- (13) Real Estate Sign: Eight (8) square feet per sign.
- (14) Real Estate Directional Sign: Eight (8) square feet per sign.
- (15) Special Sign: The maximum size of the sign at those locations subject to the Highway Beautification Act of Kansas shall conform to the "Rural Business Directional Sign Policy" of the Kansas Department of Transportation. For all other locations, the maximum size of the sign shall be eight (8) square feet per sign.
- (16) Temporary Sign: Eight (8) square feet per sign.

d. Maximum Height:

- (1) For Arch Signs: Fifteen (15) feet.

- (2) For Ground Signs: Six (6) feet.
 - (3) For Wall Signs: Not higher than the height of the top or ends of the wall section to which the sign is attached or affixed. In no case shall the sign be permitted to be placed on the roof.
 - e. Required Setback: Unless otherwise provided within this Article, no sign shall project beyond the property line of the lot on which it is located along all street frontages; nor closer than ten (10) feet from any side or rear property line.
 - f. Illumination: No sign shall be illuminated, except that Bulletin Board and Identification signs may be lighted indirectly with incandescent or fluorescent lights.
2. City of Kismet Residential Districts: The following types of signs, along with applicable size, height, and setback requirements in districts zoned "R-1A", "R-1B" and "RP-2" are permitted:
- a. Functional Types:
 - (1) Advertising Decoration Sign.
 - (2) Bulletin Board Sign, except for single-family dwellings.
 - (3) Business Sign for permitted home occupation.
 - (4) Construction Sign.
 - (5) Directional Sign, except for single-family dwellings.
 - (6) First Amendment Sign.
 - (7) Identification Sign.
 - (8) Nameplate Sign.
 - (9) Official Sign.
 - (10) Political Sign.
 - (11) Project Directory Sign.
 - (12) Project Title Sign.
 - (13) Real Estate Sign.
 - (14) Real Estate Directional Sign.
 - (15) Special Sign.
 - (16) Temporary Sign.
 - b. Structural Types:
 - (1) Ground Sign.
 - (2) Wall Sign.
 - c. Number of Signs Permitted: No more than one (1) ground sign and one (1) wall sign shall be permitted for each zoning lot having frontage on a public right-of-way, regardless of the functional type of sign; provided,

however, that project title signs shall be permitted as authorized by Article 24-105(6)(j) of these Regulations in addition to the sign restrictions listed above.

d. Maximum Gross Surface Area:

- (1) Advertising Decoration Sign: Eight (8) square feet per sign.
- (2) Bulletin Board Sign: Twenty-five (25) square feet per sign.
- (3) Business Sign: Eight (8) square feet per sign.
- (4) Construction Sign: Thirty-two (32) square feet per sign.
- (5) Directional Sign: Eight (8) square feet per sign.
- (6) First Amendment Sign: Thirty-two (32) square feet per sign.
- (7) Identification Sign: Eight (8) square feet per sign.
- (8) Nameplate Sign: Four (4) square feet per sign.
- (9) Official Sign: One hundred (100) square feet per sign.
- (10) Political Sign: Thirty-two (32) square feet per sign.
- (11) Project Directory Sign: Sixty-four (64) square feet per sign.
- (12) Project Title Sign: One hundred twenty eight (128) square feet per sign.
- (13) Real Estate Sign: Eight (8) square feet per sign.
- (14) Real Estate Directional Sign: Eight (8) square feet per sign.
- (15) Special Sign: The maximum size of the sign at those locations subject to the Highway Beautification Act of Kansas shall conform to the "Rural Business Directional Sign Policy" of the Kansas Department of Transportation. For all other locations, the maximum size of the sign shall be eight (8) square feet per sign.
- (16) Temporary Sign: Eight (8) square feet per sign.

d. Maximum Height:

- (1) For Ground Signs: Six (6) feet.
- (2) For Wall Signs: Not higher than the height of the top or ends of the wall section to which the sign is attached or affixed. In no case shall the sign be permitted to be placed on the roof.

e. Required Setback: Unless otherwise provided within this Article, no sign shall project beyond the property line of the lot on which it is located along all street frontages; nor closer than five (5) feet from any side or rear property line.

f. Illumination: No sign shall be illuminated, except that Bulletin Board and Identification signs may be lighted indirectly with incandescent or fluorescent lights.

3. City of Kismet Commercial Office District: The following types of signs, along with applicable size, height, and setback requirements in the district zoned "CP-0", are permitted:

a. Functional Types:

- (1) Advertising or Billboard Sign, subject to the provisions of Section 24-107(9) herein.
- (2) Advertising Decoration Sign.
- (3) Bulletin Board Sign.
- (4) Business Sign.
- (5) Construction Sign.
- (6) Directional Sign.
- (7) First Amendment Sign.
- (8) Identification Sign.
- (9) Nameplate Sign.
- (10) Official Sign.
- (11) Political Sign.
- (12) Project Directory Sign.
- (13) Project Title Sign.
- (14) Real Estate Sign.
- (15) Real Estate Directional Sign.
- (16) Special Sign.
- (17) Temporary Sign.

b. Structural Types:

- (1) Awning and Canopy Sign.
- (2) Commercial Balloon Sign.
- (3) Ground Sign.
- (4) Pole Sign.
- (5) Projecting Sign.
- (6) Wall Sign.

c. Number of Signs Permitted: The following standards shall apply.

- (1) Awning and Canopy Signs, Projecting Signs, and Wall Signs: No limit on the number of individual signs allowed on each building elevation having street frontage or fronting on a parking area; however the total area covered shall not be greater than twenty percent (20%) of each building elevation or more than two hundred (200) square feet in area, which ever is less.

- (2) Advertising or Billboard Signs: See section 24-107(9) of this Article.
 - (3) Commercial Balloon Signs: See section 24-107(8) of this Article.
 - (4) Ground Signs and Pole Signs: Lots with 200 feet or less of public street frontage shall be permitted one sign. Lots with more than 200 feet of public street frontage shall be permitted more than one sign provided that a minimum separation of 150 feet shall be maintained between ground or pole signs on the same zoning lot. Further, a minimum separation of 50 feet shall be maintained between ground or pole signs on adjoining lots along the same public street frontage.
 - (5) Project Title Signs: Shall be permitted as authorized by Section 24- 105(6)(j) of this Code.
 - d. Maximum Gross Surface Area: The combined area of all signs shall not exceed two (2) square feet of area for each lineal frontage foot on the zoning lot, provided no single sign shall exceed a gross surface area of two hundred (200) square feet. In addition, the maximum size of the sign at those locations subject to the Highway Beautification Act of Kansas shall conform to the "Rural Business Directional Sign Policy" of the Kansas Department of Transportation. For all other locations, the maximum size of the sign shall be eight (8) square feet per sign.
 - e. Maximum Height: No sign shall exceed twenty-five (25) feet in height, except for the following conditions:
 - (1) For Wall Signs: Not higher than the height of the top or ends of the wall section to which the sign is attached or affixed. In no case shall the sign be permitted to be placed on the roof.
 - f. Required Setback: Unless otherwise provided within this Article, no sign shall project beyond the property line of the lot on which it is located along all street frontages; nor closer than five (5) feet from any side or rear property line.
 - g. Illumination: Illuminated shall be permitted.
4. City of Kismet General Commercial Districts: The following types of signs, along with applicable size, height, and setback requirements in districts zoned "CP-1", "CP-2" and "CP-3", are permitted:
- a. Functional Types:
 - (1) Advertising or Billboard Sign, subject to the provisions of Section 24-107(9) herein.

- (2) Advertising Decoration Sign.
- (3) Bulletin Board Sign.
- (4) Business Sign.
- (5) Construction Sign.
- (6) Directional Sign.
- (7) First Amendment Sign.
- (8) Identification Sign.
- (9) Nameplate Sign.
- (10) Official Sign.
- (11) Political Sign.
- (12) Project Directory Sign.
- (13) Project Title Sign.
- (14) Real Estate Sign.
- (15) Real Estate Directional Sign.
- (16) Special Sign.
- (17) Temporary Sign.

b. Structural Types:

- (1) Awning and Canopy Sign.
- (2) Commercial Balloon Sign.
- (3) Ground Sign.
- (4) Pole Sign.
- (5) Projecting Sign.
- (6) Wall Sign.

c. Number of Signs Permitted: The following standards shall apply.

- (1) Awning and Canopy Signs, Projecting Signs, and Wall Signs: No limit on the number of individual signs allowed on each building elevation having street frontage or fronting on a parking area; however the total area covered shall not be greater than twenty percent (20%) of each building elevation or more than two hundred (200) square feet in area, which ever is less.
- (2) Advertising or Billboard Signs: See section 24-107(9) of this Article.
- (3) Commercial Balloon Signs: See section 24-107(8) of this Article.
- (4) Ground Signs and Pole Signs: Lots with 200 feet or less of public street frontage shall be permitted one sign. Lots with more than 200 feet of public street frontage shall be permitted more than one sign provided that a minimum separation of 150 feet shall be maintained between ground or pole signs on the

same zoning lot. Further, a minimum separation of 50 feet shall be maintained between ground or pole signs on adjoining lots along the same public street frontage.

- (5) Project Title Signs: Shall be permitted as authorized by Section 24-105(6)(j) of this Code.

- d. Maximum Gross Surface Area: The combined area of all signs shall not exceed two (2) square feet of area for each lineal frontage foot on the zoning lot, provided no single sign shall exceed a gross surface area of two hundred (200) square feet. In addition, the maximum size of the sign at those locations subject to the Highway Beautification Act of Kansas shall conform to the "Rural Business Directional Sign Policy" of the Kansas Department of Transportation. For all other locations, the maximum size of the sign shall be eight (8) square feet per sign.

- e. Maximum Height: No sign shall exceed thirty-five (35) feet in height, except for the following conditions:

- (1) For Wall Signs: Not higher than the height of the top or ends of the wall section to which the sign is attached or affixed. In no case shall the sign be permitted to be placed on the roof.

- f. Required Setback: Unless otherwise provided within this Article, no sign shall project beyond the property line of the lot on which it is located along all street frontages; nor closer than five (5) feet from any side or rear property line.

- g. Illumination: Illuminated shall be permitted.

- 5. City of Kismet Industrial Districts: The following types of signs, along with applicable size, height, and setback requirements in districts zoned "IP-1" and "IP-2" are permitted:

- a. Functional Types:

- (1) Advertising or Billboard Sign, subject to the provisions of Section 24-107(9) herein.
- (2) Advertising Decoration Sign.
- (3) Bulletin Board Sign.
- (4) Business Sign.
- (5) Construction Sign.
- (6) Directional Sign.
- (7) First Amendment Sign.
- (8) Identification Sign.
- (9) Nameplate Sign.

- (10) Official Sign.
- (11) Political Sign.
- (12) Project Directory Sign.
- (13) Project Title Sign.
- (14) Real Estate Sign.
- (15) Real Estate Directional Sign.
- (16) Special Sign.
- (17) Temporary Sign.

b. Structural Types:

- (1) Awning and Canopy Sign.
- (2) Commercial Balloon Sign.
- (3) Ground Sign.
- (4) Pole Sign.
- (5) Projecting Sign.
- (6) Wall Sign.

c. Number of Signs Permitted: The following standards shall apply.

- (1) Awning and Canopy Signs, Projecting Signs, and Wall Signs: No limit on the number of individual signs allowed on each building elevation having street frontage or fronting on a parking area; however the total area covered shall not be greater than twenty percent (20%) of each building elevation or more than three hundred (300) square feet in area, which ever is less.
- (2) Advertising or Billboard Signs: See section 24-107(9) of this Article.
- (3) Commercial Balloon Signs: See section 24-107(8) of this Article.
- (4) Ground Signs and Pole Signs: Lots with 200 feet or less of public street frontage shall be permitted one sign. Lots with more than 200 feet of public street frontage shall be permitted more than one sign provided that a minimum separation of 150 feet shall be maintained between ground or pole signs on the same zoning lot. Further, a minimum separation of 50 feet shall be maintained between ground or pole signs on adjoining lots along the same public street frontage.
- (5) Project Title Signs: Shall be permitted as authorized by Section 24-105(6)(j) of this Code.

d. Maximum Gross Surface Area: The combined area of all signs shall not exceed two (2) square feet of area for each lineal frontage foot on the

zoning lot, provided no single sign shall exceed a gross surface area of three hundred (300) square feet. In addition, the maximum size of the sign at those locations subject to the Highway Beautification Act of Kansas shall conform to the "Rural Business Directional Sign Policy" of the Kansas Department of Transportation. For all other locations, the maximum size of the sign shall be eight (8) square feet per sign.

- e. Maximum Height: No sign shall exceed thirty-five (35) feet in height, except for the following conditions:

- (1) For Wall Signs: Not higher than the height of the top or ends of the wall section to which the sign is attached or affixed. In no case shall the sign be permitted to be placed on the roof.

- f. Required Setback: Unless otherwise provided within this Article, no sign shall project beyond the property line of the lot on which it is located along all street frontages; nor closer than ten (10) feet from any side or rear property line.

- g. Illumination: Illuminated shall be permitted.

- 6. Planned Unit Developments and Conditional Uses: All signs permitted within this Article shall be available within any property zoned as a Planned Unit Development, or subject to a Conditional Use Permit; provided that alternative or additional requirements concerning the type, size, height and location of any signs may be established on specific sites upon the approval of the Planned Unit Development or the Conditional Use Permit by the governing body having jurisdiction.

- 7. Portable Signs: Portable signs shall conform to the following regulations:

- A. Portable signs shall only be permitted in any zoning district within the unincorporated portion of Seward County, subject to the provisions of C. below.
 - B. Portable signs shall only be permitted in the "CP-1", "CP-2", "CP-3", "IP-1", and "IP-2" districts within the City of Kismet, Kansas.
 - C. Portable signs shall be setback a minimum of five (5) feet as measured from the curb or roadway line to the nearest extremities of the sign, and shall not be located so as to hinder visibility or interfere with the free and safe movement of traffic.

- 8. Commercial Balloon Signs: Where permitted, commercial balloon signs shall be subject to the following provisions:

- A. Commercial balloon signs shall be limited to one balloon sign per zoning lot at any given time.

- B. Commercial balloon signs shall be limited to a maximum of 160 square feet in area as measured at the largest cross section.
 - C. Commercial balloon signs shall be limited to seven (7) day permits issued no more than four (4) times per calendar year.
 - D. Commercial balloon signs shall be limited in height to a maximum of forty-five (45) feet above grade when mounted or tethered on a roof or structure, and to twenty-five (25) feet above grade when mounted on or tethered to the ground.
 - E. Commercial balloon signs shall be located no closer than one hundred (100) feet to the nearest lot line of any “RR”, “SR”, “R-1”, “V-1”, “R-1A”, “R-1B” or “RP-2” zoning district.
 - F. Commercial balloon signs must be anchored and/or tethered in accordance with the commercial balloon sign manufacturer’s recommendations.
 - G. Commercial balloon signs must be deflated and properly secured when wind speeds exceed forty (40) miles per hour or the manufacturer’s maximum wind speed, whichever is less.
 - H. Commercial balloon signs shall be located no closer than five hundred (500) feet to any hospital helicopter landing pad.
 - I. Commercial balloon signs shall be located in accordance with all applicable Federal Aviation Administration regulations.
 - J. Any gas used in commercial balloon signs must be non-combustible.
 - K. Commercial balloon signs shall be fire retardant.
 - L. Commercial balloon signs shall be located no closer than the height of the commercial balloon sign plus ten (10) feet from any electric power transmission line.
9. Billboard Signs: Advertising or billboard signs shall be permitted only on property in the unincorporated portion of Seward County when said sign is identified on an approved development plan associated with a Conditional Use Permit, or within the City of Kismet on property zoned “CP-0”, “CP-1”, “CP-2”, “CP-3”, “IP-1” or “IP-2”.
- A. All advertising or billboard signs shall conform to the following requirements:
 - (1) Advertising or billboard signs shall be located a minimum of seventy-five (75) feet from a residential structure.
 - (2) Advertising or billboard signs shall be erected so that all elements of the sign and its structure remain on or over the lot on which the sign is constructed. No portion of any billboard sign shall encroach upon or over, or project over any public right-of-way.
 - (3) Advertising or billboard signs shall have a maximum height of thirty-five (35) feet.
 - (4) All lighting of advertising or billboard signs shall be so shielded as not to produce intensive or excessive light or glare on adjacent property or roadways.

- (5) All advertising or billboard signs shall be free-standing structures only.
 - (6) All advertising or billboards signs shall be limited to one advertising face per direction.
- B. In addition to the requirements of 24-107(9)(A) above, advertising or billboard signs erected along or intended to be viewed from US 51, US 54, US 56, US 83, US 160 or K190 shall be subject to the following additional requirements:
 - (1) The gross surface area of any advertising or billboard sign shall not exceed 800 square feet, not including cut-outs and embellishments, which may not exceed ten percent (10%) of the face area of the advertising or billboard. In addition, the maximum vertical dimension of an advertising or billboard sign shall be twenty (20) feet and the maximum horizontal dimension of an advertising or billboard sign shall be sixty (60) feet, including cut-outs and embellishments.
 - (2) There shall be a minimum separation of 500 feet between all advertising or billboard signs erected along or facing all of US 51, US 54, US 56, US 83 or US 160.
 - (3) There shall be a minimum separation of 300 feet between all advertising or billboard signs erected along or facing all of K190.
- C. In addition to the requirements of 24-107(9)(A) above, advertising or billboard signs erected along or intended to be viewed from the rural major collector and/or rural minor collector roads in the unincorporated portion of Seward County shall be subject to the following additional requirements.
 - (1) The gross surface area of any advertising or billboard sign shall not exceed one hundred sixty (160) square feet, not including cut-outs and embellishments, which may not exceed twenty-five percent (25%) of the face area of the advertising or billboard. In addition, the maximum vertical dimension of an advertising or billboard sign shall be ten (10) feet and the maximum horizontal dimension of an advertising or billboard sign shall be twenty (20) feet. The total maximum height of the structure shall not exceed twenty-five (25) feet.
 - (2) There shall be a minimum separation of 1,320 feet between all advertising or billboard signs along the paved roads on the County Highway System.
 - (3) Advertising or billboard signs may be located on property in any zoning district by the approval of a Conditional Use, provided the zoning lot on which it is located is at least forty (40) acres in size.
- D. Advertising or billboard signs proposed to be erected along or intended to be viewed from rural local roads shall be allowed only upon approval of a

Conditional Use Permit for such advertising or billboard sign following the procedures for Conditional Use Permit approval contained within these Regulations.

24-108 Nonconforming Signs: Every sign in existence at the time these Sign Regulations become effective may continue in existence subject to the following:

1. It shall not be altered structurally or moved unless it is made to comply with the provisions of these Regulations. However, the changing of the movable parts of an existing sign that is designed for such changes, or the repainting or changing of display matter shall not be deemed a structural alteration.
2. The lawful use of a sign existing on the effective date of these Regulations, although such sign does not conform to the provisions hereof, may continue; but if usage of such sign is discontinued for a period of six months, any future use of such sign shall be in conformity with the provisions of these Regulations.
3. No sign which has been damaged by fire, wind, explosion, or act of God to the extent that 50 percent or more of the sign is destroyed, shall be restored except in conformity with these Regulations. Any sign which has been damaged to an extent less than 50 percent may be restored to its condition which existed as a nonconforming use prior to its damage.

EXHIBIT B THRESHER DEVELOPMENT PLAN

CU2025-02 Thresher Wind Project Development Plan Terms

(based on September 16, 2025 application to Seward County and approved February 23, 2026 by the Seward County Planning Commission)

This document provides (below in **bold**) the text from the Seward County Zoning Regulations Articles 20 and 27 (“Regulations”), of required Development Plan (“DP”) terms. Under each Regulations requirement is text denoted as “Thresher Response” and sometimes as “Pertinent Text”, which text is the applicable portion of the Thresher Wind Project’s (“Thresher”) Wind Energy Conversion System Conditional Use Permit and Development Plan Application (“Application”) that the Zoning Administrator found answering to that respective DP requirement.

This document constitutes the entire Thresher Wind Project Development Plan text approved by the Planning Commission, meaning no other DP rights, terms, or changes, are approved by the Planning Commission at this time. All DP rights and terms remain subject to all other applicable Seward County Zoning Regulations, as well as applicable federal and state laws and regulations (collectively, “Laws”). If any conflict between any Law or this DP or the CUP relying on this DP, the most favorable to the County or most restrictive to Thresher will apply. The DP assumes the Application accuracy and completeness of all required information without any independent verification by Seward County, and the County may elect in its sole discretion to void any pertinent term of this DP that in part was based on any inaccurate or incomplete portion of the Application. Because several required DP elements are missing from the Application, the DP must be updated pursuant to Regulation 20-105 before any improvement or other site work or grading of land included in this DP may occur, which DP updates are subject to Planning Commission approval (the updates are not minor adjustments subject only to Zoning Administrator review).

Section 20-103 Development Plan Requirements

(“The development plan shall include and/or display the following information:”)

- 1. A topographic survey indicating the legal description, property boundary, existing contours, existing utilities and easements, and natural and manmade features of the property.**

Thresher Response: Appendix F to Application, which is attached and incorporated into this DP (“Appendix F”). See also Appendix A for legal description information.

The boundaries of the wind project are shown in red. Existing easement areas were not included, so the DP requires those easements to be identified as part of any application to construct any improvement or other site work or grading of land included in this DP.

- 2. A Development Plan, drawn to the same scale as the topographic survey, indicating:**

Thresher Response: Appendix F.

- a. Existing contours (shown as dashed lines);**

Thresher Response: Appendix F

- b. Proposed contours (shown as solid lines);**

No proposed contour changes included in the Application, so the DP does not grant any contour changes.

c. Location and orientation of all existing and proposed buildings;

Thresher Response: Appendix F as to existing structures.

No proposed buildings included in the Application, so the DP does not grant any rights to construct new buildings.

d. Areas to be used for parking, including the number and arrangement of stalls;

Pertinent Text from Application: “In addition, parking will be restricted to designated areas and signs posted in strategic locations to provide information related to fire risks, emergency response procedures and contact numbers for fire emergencies.” Application Section 2.4, Page 14.

But, no parking stall count or arrangement was included as required by the Regulations, so the DP does not grant any parking rights.

e. Areas to be developed for screening, including the location of plant materials, and screening structures and features;

Thresher Response: Not Applicable.

Thus, the DP does not include any screening.

f. Pedestrian and vehicular circulation, and their relationship to existing streets, alleys, or public right-of-way;

Thresher Response: Application Section 3.2; Appendix F. Pertinent Text from Application: “County and township roads that run coincident with section lines characterize the majority of the existing roadway infrastructure in and around the Project area. County and township roads that run coincident with section lines characterize the majority of the existing roadway infrastructure in and around the Project area. US-83 extends north-south to the west of the Project area and Highway 160 extends east-west to the south of the Project area. Turbine components will be transported to the Project area via US-56 and US-83, and/or State Route 160. County roads will then be used within the Project area. The project will construct access roads on private land to connect the turbine sites to the nearest public road.” Section 3.2., Page 17.

The DP includes the access roads on private land and their relationship to existing roads as shown in light blue in Appendix F. The DP does not include any other pedestrian or vehicular rights to access public roads or right-of-way.

g. Points of ingress and egress;

- h. Location of all existing and proposed utilities (sanitary sewage systems water systems, storm drainage systems, gas lines, telephone lines and electrical power lines);**

Thresher Response: Appendix F.

No proposed utilities included in the Application, so the DP does not grant any rights to construct utilities. Utilities are not interpreted to include the Project's private collection lines that only connect turbines to substations. Note that collection lines within public land, roads or ROW are regulated elsewhere in this DP or its related CUP.

- i. Drainage controls (retention or detention ponds);**

Thresher Response: Appendix F

Existing drainage controls were not included, so the DP requires drainage controls to be identified as part of any application to construct any improvement or other site work or grading of land included in this DP. No proposed drainage controls included in the Application, so the DP does not grant any rights to construct drainage controls.

- j. Location, size and characteristics of identification and business signs;**

Pertinent Text from Application: "Warning signs will be placed at the base of each wind tower, electrical equipment, Project substation, and Project entrances. A visible warning sign concerning voltage will be placed on all electrical equipment." Application Section 2.3, Page 13.

No other identification or business signs were included, so the DP does not include any other signage rights.

- k. Lighting layout, appurtenances, and intensity of illumination;**

Thresher Response: Application Section 2.8; Appendix F. Pertinent Text from

Application: "Final turbine lighting will comply with current FAA lighting regulations." Application Section 2.8, Page 16.

No other lighting information was included in the Application, so the DP does not grant any rights to construct lighting other than the described turbine lighting, and the DP requires any other wind project lighting information to be identified as part of any application to construct any improvement or other site work or grading of land included in this DP.

- l. Proposed finished floor elevations of all buildings and structures.**

No other floor elevation information was included in the Application, so the DP requires floor elevation information to be identified as part of any application to construct any building or structure on land included in this DP.

3. A statement of intent shall accompany the preliminary development plan to explain the measures used to achieve compatibility of the proposed development with surrounding properties through the planning of the site and the location and design of structures.

Thresher Response: Application Section 1.5. Pertinent Text from Application:

“Thresher has designed the Project to meet all Seward County Zoning Regulations in a way that is harmonious with surrounding properties and aligns with industry’s best practices. The Project is sited across 12,000 acres of agricultural property. The total land area impacted by the project is estimated to be less than 1% of the overall Project properties, and approximately 0.02% of land in Seward County. This includes turbines, access roads, turbine foundations, and associated pad-mounted transformers. Due to the small surface footprint of a wind project, agricultural activities can continue in close proximity to the base of each turbine tower. Any land disturbed during construction will be substantially restored to its original condition by loosening compacted soil, replacing native topsoil, and/or re-seeding as needed. As a result, the Project aligns with Seward County's goal of preserving agricultural land while supporting its continued use for farming activities, as outlined in the Comprehensive Plan.”

“In order to ensure compatibility, Thresher has worked closely with the community. Since Invenergy acquired the project in 2019, Thresher has been developing meaningful relationships with over 415 landowners across Seward, Meade, and Gray Counties who have voluntarily signed into contracts to participate in the project. Thresher has also been in close communication with local school districts, local government officials, and many additional Seward County residents and organizations to ensure the project is in alignment with the values of the local community.”

“Thresher will rely on the extensive experience of Invenergy. Invenergy has developed 33GW worldwide and owns and operates two wind projects in Kansas while working in the state for over a decade. Locally, Invenergy operates several local project offices in Greensburg, Sublette, Meade, and Hugoton that are staffed with local employees.”

“As demonstrated by the wind projects operating nearby, this area of Kansas has a world class wind resource and land use that is compatible with the operation of a wind project. The success and community benefits of wind projects have been proven locally.”

Section 27-104.8(C) Development Plan Requirements
(“The Development Plan required by the Regulations shall contain the following information:”)

1. A legal description of the perimeter boundaries of the proposed project including lease agreements or other satisfactory evidence that the applicant is the owner of the property or has written permission of the owner/s to make such application.

Thresher Response: Application Appendix A, which is attached and incorporated into this DP.

The land included within this DP is both (1) described in Appendix A and also (2) shown in red in Appendix F. No other land is included within this DP.

2. The nature and scope of the project, including a plot and development plan showing the location of the project, scale and north arrow, acreage of the site, physical dimensions and project boundaries, ingress and egress locations, location of the proposed road crossings or right-of-way encroachments, stormwater management and erosion control including 100-year floodplain boundaries.

Thresher Response: Appendix F.

Appendix F is missing stormwater management and erosion control information, so the DP requires the missing information to be identified as part of any application to construct any improvement or other site work or grading of land included in this DP.

3. Location of all existing buildings, structures, homes within 1/2 mile of the project boundary, electrical transmission lines and facilities, and utilities, utility easements, underground pipelines and underground utilities within the project boundary; property lines for each property under separate ownership included within the proposed CWECS or CSECS boundaries with key identifying each owner; location of all collectors, turbines, substations connecting power lines and other structures to be used as part of the operation.

Thresher Response: Appendix F.

Appendix F does not include any substations or other structures to be used as part of the operation beyond wind turbines and underground collection lines, so no other wind project or operation improvements are included in this DP.

4. For CWECS provide information detailing the type, size, maximum and minimum height, rotor size, rotor material, color, rated power output, performance, safety and noise characteristics of each proposed wind turbine model, tower, and electrical transmission equipment. Provide tower/turbine details that assure the tower shall not be lattice/type or other design that provide perches.

Thresher Response: Section 1.4, Appendix F (Application typo on page 5 says “G” instead of “F”). Pertinent Text from Application: “Turbine Specifications: While a wind turbine model has not been definitively selected for the project, approximate specifications are as follows:

- Type: Steel tube
- Size:
 - Maximum Height: 185.5 m / 609ft
 - Minimum Height: 185.5 m / 609ft
 - Rotor Diameter: 163m / 535ft
 - Rotor Material: Fiberglass and structural elements
 - Hub Height: 104m / 341ft
 - Total Height (Ground to Tip): 185.5m / 609ft

- Color: White or off-white
- Rated Power Output: 4,500 kW
- Ground Clearance: 22.5m / 73ft
- Performance: Outstanding performance as a leader in wind turbine manufacturing
- Safety: Aerodynamic braking through full blade feathering with 3 pitch cylinders
- Noise: Low noise blade design.
- Primary Turbine Sites: 22 in Seward County”

The above turbine specifications are approved and incorporated into the DP. No changes to these specifications are approved or incorporated into the DP. No electrical transmission equipment information was provided in the Application other than proposed routes of underground collection lines in Appendix F, so the DP requires the missing electrical transmission equipment information to be identified as part of any application to construct any improvement or other site work or grading of land included in this DP.

Appendix A

Lease Agreement Documentation

Recorded Memos

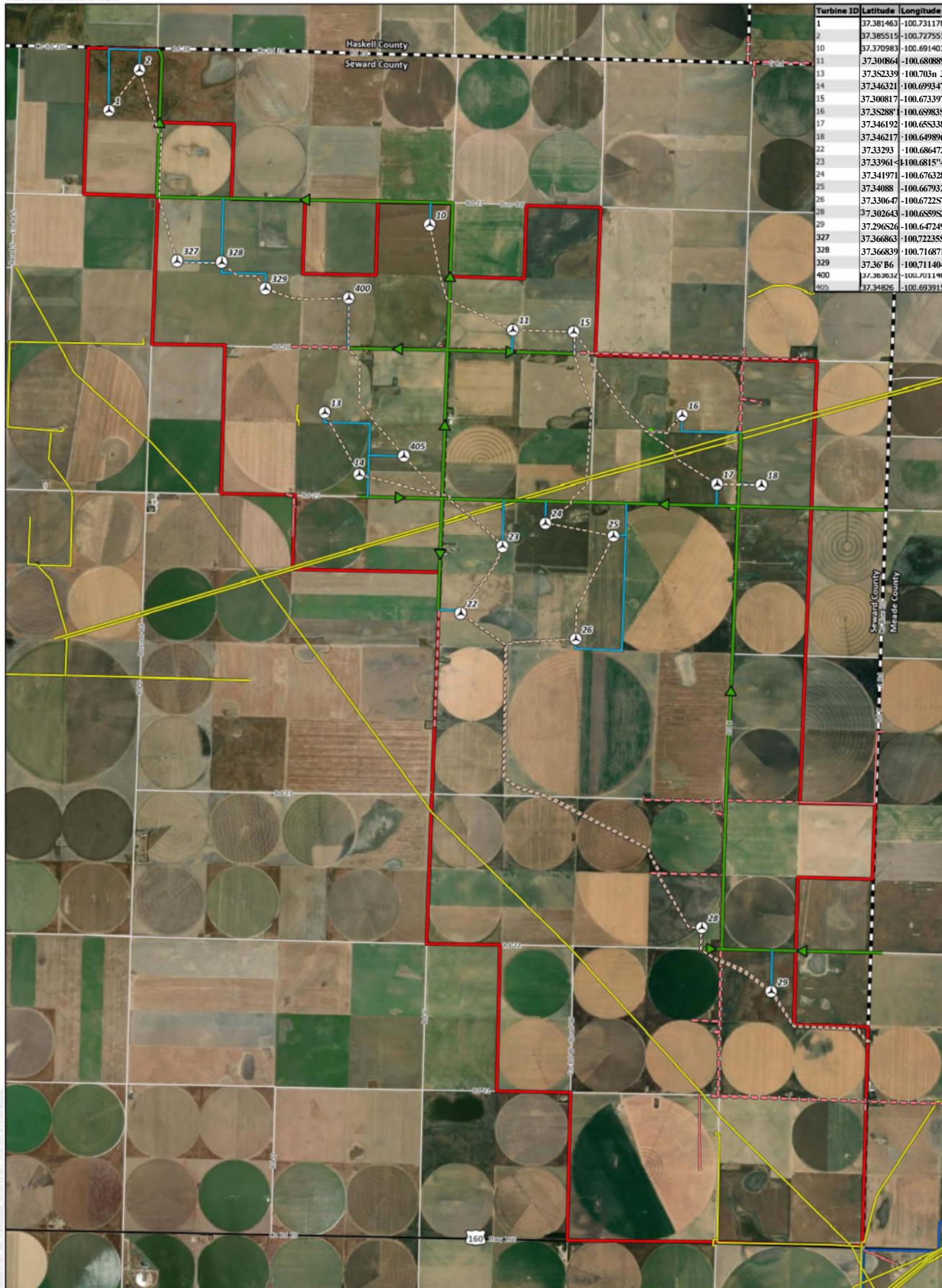
AGREEMENT NUMBER	LANDOWNER NAME	LANDOWNER ADDRESS	APN	SITE ADDRESS	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
WKSPCW0008	Angell Family Trust c/o Layne Angell	PO Box 249, Kismet, KS 67859	017250000002000	ROAD XSATANTA KS 67870	25	31	31	SEWARD TOWNSHIP, ACRES 153.9, NW4 LESS R/W SECTION 25 TOWNSHIP 31
WKSPCW0008	Angell Family Trust c/o Layne Angell	PO Box 249, Kismet, KS 67859	017250000003000	ROAD XSATANTA KS 67870	25	31	31	SEWARD TOWNSHIP, ACRES 163.6, SW4 LESS R/W SECTION 25 TOWNSHIP 31
WKSPCW0013	Aubrey G. Linville Revocable Family Trust	124 S. Oakdale Ave Apt# A8, Salina, KS 67401	016140000002000	ROAD W SATANTA KS 67870	14	31	31	S14, T31, R31, ACRES 155.4, NW4 LESS R/W
WKSPCW0007	Ball Family Farms LLC	602 Ark Ave, Liberal, KS 67901	013050000003000	ROAD TSATANTA KS 67870	5	31	31	SEWARD TOWNSHIP, ACRES 79.5, N2 SW4 LESS R/W SECTION 05 TOWNSHIP 31
WKSPCW0007	Ball Family Farms LLC	602 Ark Ave, Liberal, KS 67901	013050000003010	ROAD TSATANTA KS 67870	5	31	31	S05, T31, R31, ACRES 78.4, S2 OF SW4
WKSPCW0007	Ball Family Farms LLC	602 Ark Ave, Liberal, KS 67901	012090000004010	ROAD 26 SATANTA KS 67870	9	31	31	S09, T31, R31, ACRES 163.0, SE4 LESS BEG SECOR SE4 TH W714.33'; N52.55'; NELX364.82'; NELX587.72'; S30'; S697' TO POB& LESS ROW.
WKSPCW0007	Ball Family Farms LLC	602 Ark Ave, Liberal, KS 67901	015160000001020	ROAD 26 SATANTA KS 67870	16	31	31	S16, T31, R31, NW4 LESS BEG SECOR NW4 TH S1430'; NWLY57.3'; N114.61';
WKSPCW0007	Ball Family Farms LLC	602 Ark Ave, Liberal, KS 67901	015160000003000	ROAD V SATANTA KS 67870	16	31	31	SEWARD TOWNSHIP, ACRES 156.9, SE4 LESS R/W SECTION 16 TOWNSHIP 31
WKSPCW0039	BNB Farms LLC	608 Glen Oak Cir, Nixa, MO 65714	016230000001000	ROAD 25 SATANTA KS 67870	23	31	31	S23, T31, R31, ACRES 472.6, E2& E2-W2 LESS R/W
WKSPCW0094	Borth Farms Inc.	7126 Road L, Plains, KS 67869	017360000001000	ROAD Y SATANTA KS 67870	36	31	31	S36, T31, R31, ACRES 160.3, NE4
WKSPCW0058	Circle F Land LLC	PO Box 279, Plains, KS 67869	016130000002000	25689 ROAD XSATANTA KS 67870	13	31	31	S13, T31, R31, ACRES 313.6, W2 LESS R/W
WKSPCW0586	Clayton & Sharon Befort	1177 Commerce Pkwy, Hays, KS 67601	081100000001000	HIGHWAY 160 SATANTA KS 67870	11	32	31	SEWARD TOWNSHIP, ACRES 628.3, ALL LESS R/W SECTION 11 TOWNSHIP 32
WKSPCW0009	Darryl & Shirley Ball	2970 N Anderson Rd, Garden City, KS 67846	012100000003000	ROAD V SATANTA KS 67870	10	31	31	S10, T31, R31, ACRES 161.8, SW4 LESS R/W
WKSPCW0009	Darryl & Shirley Ball	2970 N Anderson Rd, Garden City, KS 67846	015160000001000	ROAD 26 SATANTA KS 67870	16	31	31	SEWARD TOWNSHIP, ACRES 155.7, NE4 LESS ROW SECTION 16 TOWNSHIP 31
WKSPCW0048	Debra K. Eakes Revocable Trust	13204 2 Road, Plains, KS 67869	081010000004000	ROAD 21 PLAINS KS 67869	1	32	31	SEWARD TOWNSHIP, ACRES 158.6, SE4 LESS R/W SECTION 01 TOWNSHIP 32
WKSPCW0204	Debra K. Eakes Revocable Trust	13204 2 Road, Plains, KS 67869	081010000003000	ROAD 21 PLAINS KS 67869	1	32	31	S01, T32, R31, ACRES 155.2, SW4 LESS R/W
WKSPCW0204	Debra K. Eakes Revocable Trust	13204 2 Road, Plains, KS 67869	081120000001000	ROAD 21 SATANTA KS 67870	12	32	31	SEWARD TOWNSHIP, ACRES 157.7, NE4 LESS R/W SECTION 12 TOWNSHIP 32
WKSPCW0204	Debra K. Eakes Revocable Trust	13204 2 Road, Plains, KS 67869	017350000003000	ROAD 22 SATANTA KS 67870	35	31	31	S35, T31, R31, ACRES 162.4, SW4 LESS R/W
WKSPCW0204	Debra K. Eakes Revocable Trust	13204 2 Road, Plains, KS 67869	017350000004000	ROAD 22 SATANTA KS 67870	35	31	31	S35, T31, R31, ACRES 158.7, SE4 LESS R/W
WKSPCW0646	Donna Marie Walker Trust	17450 Road 17, Kismet, KS 67859	013060000003000	ROAD TSATANTA KS 67870	6	31	31	SEWARD TOWNSHIP, ACRES 161.5, SE4 LESS R/W SECTION 06 TOWNSHIP 31
WKSPCW0091	Douglas D. Langhofer; Debra Dlanice Bartel	20960 Road W, Plains, KS 67869	081020000002000	ROAD 21 SATANTA KS 67870	2	32	31	S02, T32, R31, ACRES 160.5, SW4 LESS R/W
WKSPCW0409	Douglas Fredendall; Webster Family Trust; Joseph Fredendall	256 Stearns Ave, Haysville, KS 67060	081120000002000	HIGHWAY 160 SATANTA KS 67870	12	32	31	SEWARD TOWNSHIP, ACRES 156.2, SE4 LESS R/W SECTION 12 TOWNSHIP 32
WKSPCW0049	Eakes Farm Inc.	13204 2 Road, Plains, KS 67869	081020000003000	ROAD 21 SATANTA KS 67870	2	32	31	SEWARD TOWNSHIP, ACRES 147.8, SE4 LESS BEG 30' W NE COR sec TH W1017'
WKSPCW0049	Eakes Farm Inc.	13204 2 Road, Plains, KS 67869	081020000004000	21074 ROAD X PLAINS KS 67869	2	32	31	S02, T32, R31, ACRES 4.2, BEG 30' N & 30' W SECOR SE4 TH
WKSPCW0098	Grainfield LP Dean Walker Richards on	PO Box 596, Plains, KS 67869	081120000002010	HIGHWAY 160 SATANTA KS 67870	12	32	31	S12, T32, R31, ACRES 314.0, W2 LESS ROW
WKSPCW0202	JAC Enterprise LLC	PO Box 903, Johns on, KS 67855	017260000002000	ROAD XSATANTA KS 67870	26	31	31	SEWARD TOWNSHIP, ACRES 321.8, W2 SECTION 26 TOWNSHIP 31 RANGE 31
WKSPCW0202	JAC Enterprise LLC	PO Box 903, Johns on, KS 67855	018270000001000	ROAD V SATANTA KS 67870	27	31	31	SEWARD TOWNSHIP, ACRES 318.8, E2 SECTION 27 TOWNSHIP 31 RANGE 31
WKSPCW0099	Jack M. Dufield Trust	1949 N Webster Ave, Liberal, KS 67901	017350000001000	ROAD XSATANTA KS 67870	35	31	31	S35, T31, R31, ACRES 153.8, NE4 LESS R/W & ENC BEG SECOR TH
WKSPCW0099	Jack M. Dufield Trust	1949 N Webster Ave, Liberal, KS 67901	017350000002000	ROAD XSATANTA KS 67870	35	31	31	SEWARD TOWNSHIP, ACRES 163.0, NW4 SECTION 35 TOWNSHIP 31 RANGE 31
WKSPCW0099	Jack M. Dufield Trust	1949 N Webster Ave, Liberal, KS 67901	017360000003000	ROAD XSATANTA KS 67870	36	31	31	S36, T31, R31, ACRES 156.3, SW4 LESS R/W
WKSPCW0067A	Jeffrey & Sharleen Unruh	3051 Road A, Copeland, KS 67837	016240000002000	ROAD XSATANTA KS 67870	24	31	31	S24, T31, R31, ACRES 157.5, NW4 LESS R/W
WKSPCW0055A	Joan K. Unruh	PO Box 125, Copeland, KS 67837	018270000002000	23507 ROAD V SATANTA KS 67870	27	31	31	S27, T31, R31, ACRES 156.9, NW4 LESS R/W
WKSPCW0055B	Joan K. Unruh	PO Box 125, Copeland, KS 67838	018270000004000	ROAD V SATANTA KS 67870	27	31	31	S27, T31, R31, ACRES 74.2, N2 SW4 LESS R/W LESS BEG NW CO R NW4 E30' POB
WKSPCW0055C	Joan K. Unruh	PO Box 125, Copeland, KS 67839	018270000005000	ROAD V SATANTA KS 67870	27	31	31	S27, T31, R31, ACRES 80.8, S2 SW4 LESS R/W
WKSPCW0055C	Joan K. Unruh	PO Box 125, Copeland, KS 67840	018340000001000	ROAD V SATANTA KS 67870	34	31	31	S34, T31, R31, ACRES 161.1, NE4
WKSPCW0040	John & Janese Barnhardt Revocable Trust	608 Glen Oak Cir, Nixa, MO 65714	013060000001000	ROAD TSATANTA KS 67870	6	31	31	S06, T31, R31, ACRES 157.5, NE4 LESS R/W
WKSPCW0644	LCB Poppe Fields LLC A tn: Lyn Briggs	18610 Kevins View, Peyton, c o 80831	013080000002000	ROAD 26 SATANTA KS 67870	8	31	31	S08, T31, R31, ACRES 159.1, SW4 LESS BEG 1192.6'E& 30' N S W COR SW4 TH
WKSPCW0644	LCB Poppe Fields LLC A tn: Lyn Briggs	18610 Kevins View, Peyton, c o 80831	012090000003000	ROAD 26 SATANTA KS 67870	9	31	31	SEWARD TOWNSHIP, ACRES 163.3, SW4 LESS R/W SECTION 09 TOWNSHIP 31
WKSPCW0605	Lee Paul Living Trust	12701 Briar Leawood, KS 66209	081010000002000	ROAD W PLAINS KS 67869	1	32	31	S01, T32, R31, ACRES 155.9, NW4 LESS R/W
WKSPCW0010	Leslie & Gertrude Unruh Trust	PO Box 187, Copeland, KS 67837	016240000003000	ROAD XSATANTA KS 67870	24	31	31	SEWARD TOWNSHIP, ACRES 156.0, SW4 LESS R/W SECTION 24 TOWNSHIP 31 RANGE 31
WKSPCW0041	LRB Farms LLC	608 Glen Oak Cir, Nixa, MO 65714	081020000001000	ROAD 22 SATANTA KS 67870	2	32	31	S02, T32, R31, ACRES 311.7, N2 LESS R/W
WKSPCW0104	Lynn Land & Cattle LLC	24629 Road V, Plains, KS 67969	012090000001000	ROAD V SATANTA KS 67870	9	31	31	S09, T31, R31, ACRES 162.4, NE4 LESS R/W
WKSPCW0104	Lynn Land & Cattle LLC	24629 Road V, Plains, KS 67969	015150000001010	ROAD W SATANTA KS 67870	15	31	31	S15, T31, R31, ACRES 158.1, SE4 LESS R/W
WKSPCW0104	Lynn Land & Cattle LLC	24629 Road V, Plains, KS 67969	015150000003000	ROAD V SATANTA KS 67870	15	31	31	S15, T31, R31, ACRES 156.3, SW4 LESS R/W
WKSPCW0104	Lynn Land & Cattle LLC	24629 Road V, Plains, KS 67969	015220000001000	ROAD 25 SATANTA KS 67870	22	31	31	S22, T31, R31, ACRES 161.8, NE4 LESS R/W
WKSPCW0104	Lynn Land & Cattle LLC	24629 Road V, Plains, KS 67969	015220000003010	ROAD V SATANTA KS 67870	22	31	31	S22, T31, R31, ACRES 227.85, S2 NW4 & SW4 LESS R/W & LESS BEG 30'E & 309'5
WKSPCW0104	Lynn Land & Cattle LLC	24629 Road V, Plains, KS 67969	016230000002000	ROAD 25 SATANTA KS 67870	23	31	31	S23, T31, R31, ACRES 161.5, W2-W2 LESS R/W
WKSPCW0080	M& D Nichols LLC	17378 Road 20, Sublette, KS 67877	016140000004000	25504 ROAD XSATANTA KS 67870	14	31	31	SEWARD TOWNSHIP, ACRES 161.2, SE4 LESS R/W SECTION 14 TOWNSHIP 31
WKSPCW0005	Marvin Scott Reiss Revocable Trust	22958 Hwy 160, Plains, KS 67869	018340000002000	ROAD V SATANTA KS 67870	34	31	31	S34, T31, R31, ACRES 160.44, NW4 LESS R/W

WKSPCW0025B	Mary K. Amerin	PO Box 772, Plains, KS 67869	0161400000001010	ROAD 26 SATANTA KS 67870	14	31	31	S14, T31, R31, ACRES 150.6, NE4 EXC BEG NE COR NE4 TH S105 O W63.4' NW
WKSPCW0103	Mitt N. Lynn Trust	24629 Road V, Plains, KS 67869	0152100000001000	ROAD V SATANTA KS 67870	21	31	31	S21, T31, R31, ACRES 162.7, NE4 LESS R/W
WKSPCW0103	Mitt N. Lynn Trust	24629 Road V, Plains, KS 67869	0152200000002000	ROAD 25 SATANTA KS 67870	22	31	31	S22, T31, R31, ACRES 80.4, N2 NW4 LESS R/W
WKSPCW0622	Raphael L. & Jennifer K. Amerin Revocable Trust	PO Box 670, Plains, KS 67869	0121000000001000	ROAD 26 SATANTA KS 67870	10	31	31	S10, T31, R31, ACRES 319.3, E2 LESS R/W
WKSPCW0060	Ricky & Paula Correll	841 Clearlake Dr, Prosper, TX 75078	0152100000002000	ROAD 25 SATANTA KS 67870	21	31	31	S21, T31, R31, ACRES 84.2, N1402.5' NW4 LESS R/W
WKSPCW0060	Ricky & Paula Correll	841 Clearlake Dr, Prosper, TX 75078	0152100000002010	ROAD 25 SATANTA KS 67870	21	31	31	S21, T31, R31, ACRES 75.0, S1237.5' OF NW4
WKSPCW0012	Roger A. & Kelly D. Eakes	25543 Road V, Plains, KS 67869	0151500000002000	ROAD V SATANTA KS 67870	15	31	31	SEWARD TOWNSHIP, ACRES 76.7, N2 NW4 LESS R/W SECTION 15 TOWNSHIP 31 RANGE 31
WKSPCW0012	Roger A. & Kelly D. Eakes	25543 Road V, Plains, KS 67869	0151500000002010	25573 ROAD V SATANTA KS 67870	15	31	31	S15, T31, R31, ACRES 78.3, S2 NW4 LESS S200' OF W250' & LESS R/W
WKSPCW0641	Spring Poppe Fields LLC	2611 SW 17th St Ste# 223, Topeka KS 66604	0130800000003000	ROAD 26 SATANTA KS 67870	8	31	31	SEWARD TOWNSHIP, ACRES 163.0, SE4 LESS R/W SECTION 08 TOWNSHIP 31
WKSPCW0641	Spring Poppe Fields LLC	2611 SW 17th St Ste# 223, Topeka KS 66604	0151500000001000	ROAD W SATANTA KS 67870	15	31	31	S15, T31, R31, ACRES 159.1, NE1 LESS R/W
WKSPCW0037	Susan Jacobs	20500 Road 26, Plains, KS 67869	0151600000004000	ROAD 25 SATANTA KS 67870	16	31	31	S16, T31, R31, ACRES 156.0, SW4 LESS R/W
WKSPCW0037	Susan Jacobs	20500 Road 26, Plains, KS 67869	0141700000003000	ROAD 25 SATANTA KS 67870	17	31	31	S17, T31, R31, ACRES 297.54, E2 LESS R/W LESS BEG NE COR NE4 S30' POB TH
WKSPCW0031	Warren C. & Arlen R. Lynn Revocable Trust	7420 Marie In, Lincoln, NE 68516	0130800000001000	ROAD T SATANTA KS 67870	8	31	31	SCR, T31, R31, ACRES 322.0, N2 LESS R/W
WKSPCW0031	Warren C. & Arlen R. Lynn Revocable Trust	7420 Marie In, Lincoln, NE 68516	0161400000003000	ROAD W SATANTA KS 67870	14	31	31	S14, T31, R31, ACRES 159.6, SW4 LESS R/W
WKSPCW0031	Warren C. & Arlen R. Lynn Revocable Trust	7420 Marie In, Lincoln, NE 68516	0152200000004000	ROAD V SATANTA KS 67870	22	31	31	S22, T31, R31, ACRES 162.4, SE4

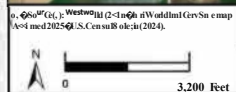
Appendix F

Development Plan Map

Site Traffic Ingress-Egress Map



Turbine ID	Latitude	Longitude
1	37.381463	-100.731178
2	37.385515	-100.727553
10	37.370983	-100.691403
11	37.300864	-100.680889
13	37.352339	-100.70313
14	37.346321	-100.699347
15	37.300817	-100.673397
16	37.352887	-100.659835
17	37.346192	-100.655338
18	37.346217	-100.649896
22	37.33293	-100.686472
23	37.33961	-100.681574
24	37.341971	-100.676328
25	37.34088	-100.667932
26	37.330647	-100.672257
28	37.302643	-100.655952
29	37.296526	-100.647249
327	37.366863	-100.722355
328	37.366839	-100.716871
329	37.3636	-100.711404
400	37.363634	-100.701148
405	37.34826	-100.693915



Thresher Wind Project

Project Infrastructure and Public Utilities Overview

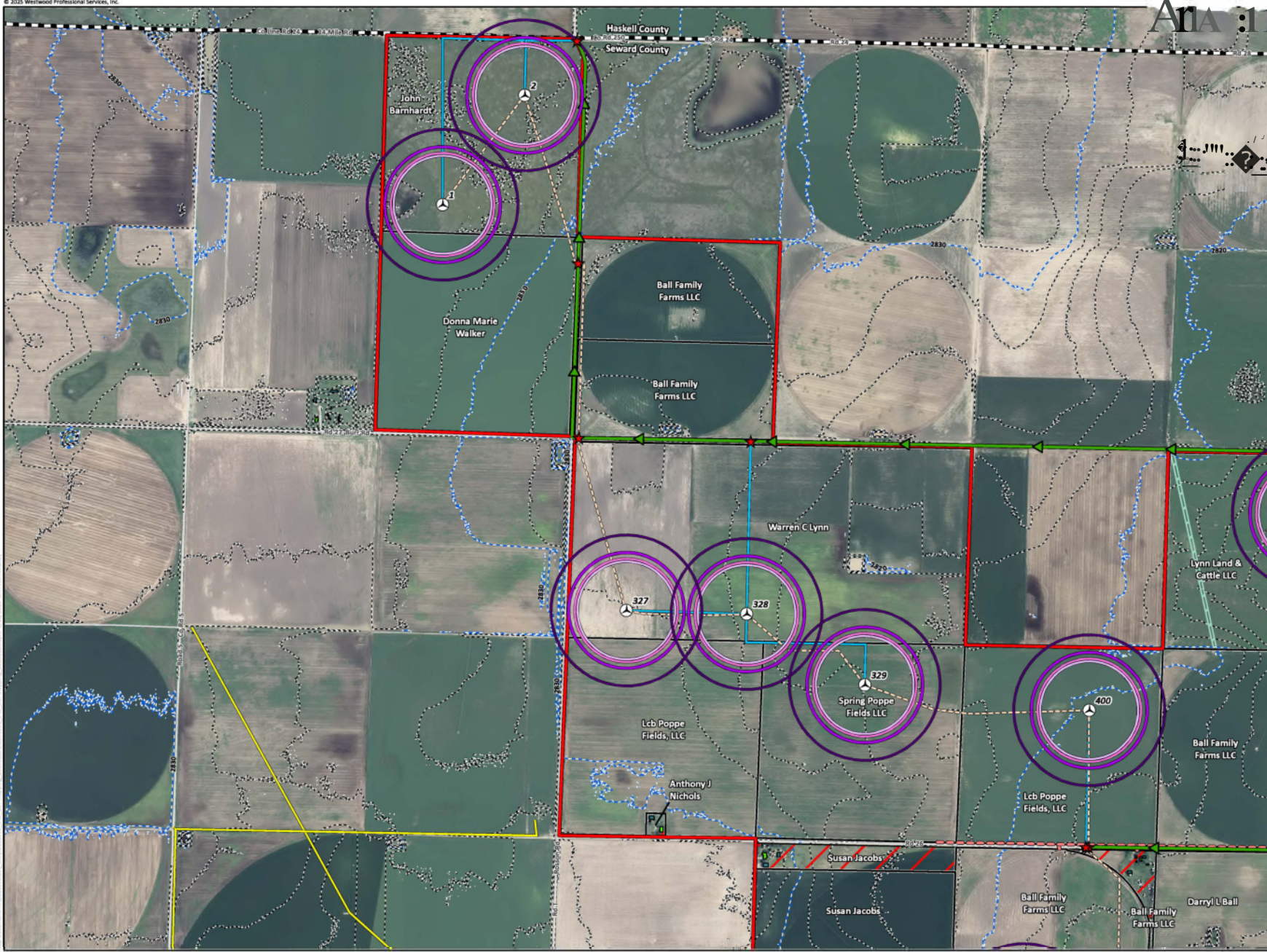
Seward County, Kansas

Exhibit 1

Westwood
Yct flw (888) 19 37-5150 www.westwoodps.com

Legend

- Project Area - 12,610.25 Acres
- County Boundary
- Major Road
- Local Road
- Proposed Site Layout
- Access Road
- Collection Line
- Highway Route
- Turbine
- Existing Utilities
- Overhead Power
- Underground Power
- Oil & Gas
- Sewage
- Water

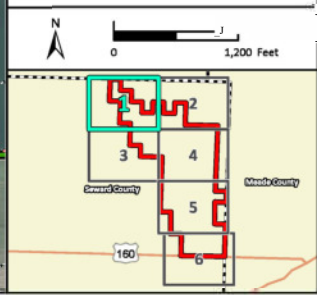


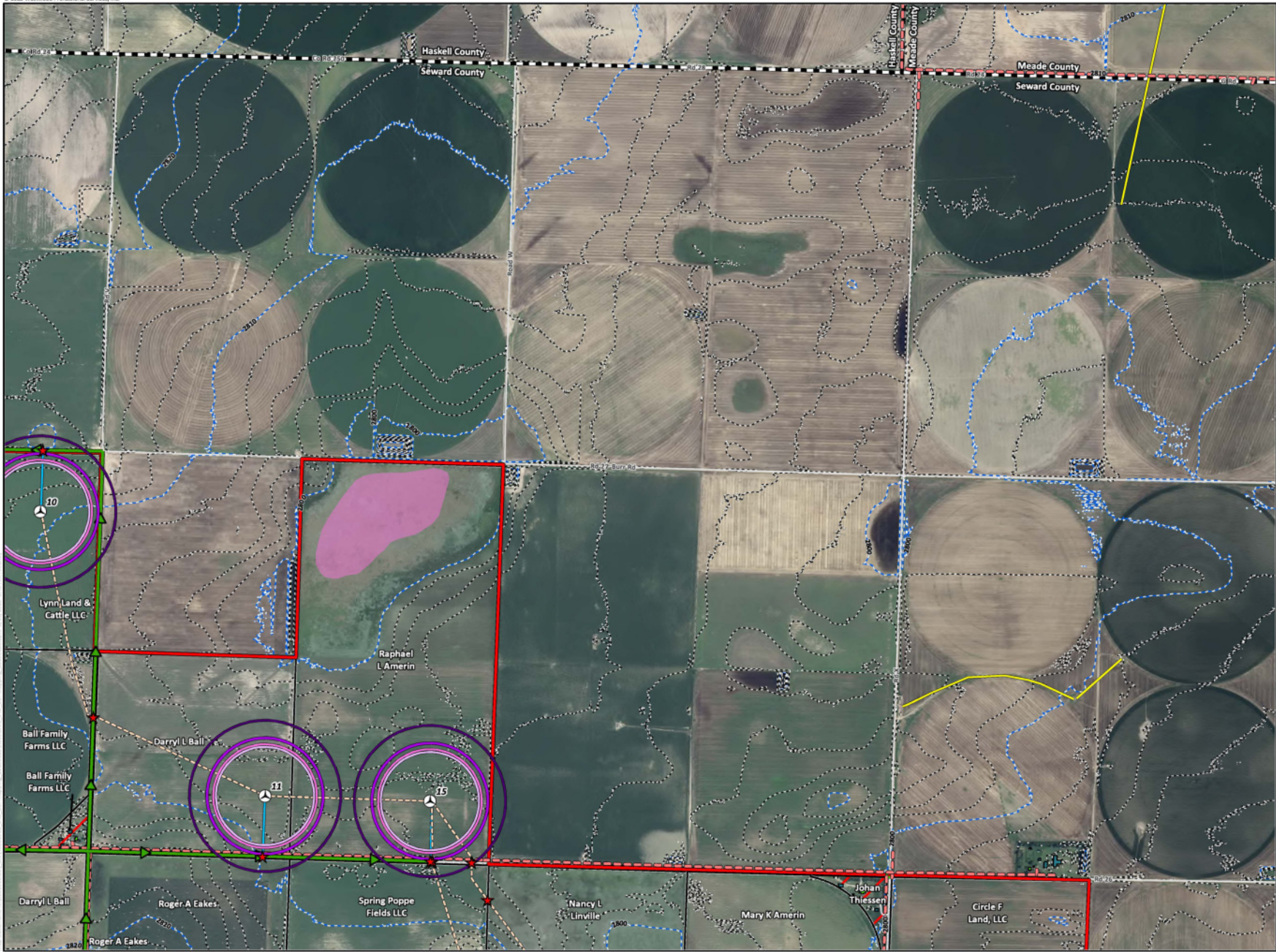
Legend

- Property Line
- Non-Participating Parcel
- Occupied Structure
- Unoccupied Structure
- Recorded Easement
- Haul Route
- Proposed Site Location
- Access Road
- Collection Line
- Turbine
- Setbacks
 - Overhead Utility - Turbine Height + 40 Feet (649 ft)
 - Public Roadway - Turbine Height + 75 Feet (684 ft)
 - Unleased Adjoining Property Rotor Length + 500 Feet (767 ft)
 - Residence - 1000ft
- Ex/Setback within 100ft Utilities
- Overhead Power
- Oil & Gas

All no n-hatched parcels within the project area are participating.

Source(s): Westwood (2025); ISR W&M World Streets 1:84 World Imagery, 8 n emp/Accom 2025; U.S. e1 1:84 n emp/Accom 2025; U.S. e1 1:84 n emp/Accom 2025.





Legend

- Project Area
- County Boundary
- Property Line
- Non-Participating Parcel
- Occupied Structure
- Unoccupied Structure
- 100-Year Floodplain
- Haul Route
- Local Road
- 10ft Contour
- 2ft Contour
- Project Infrastructure Road Crossing / ROW Encroachment

Proposed Site Layout

- Access Road
- Collection Line
- Turbine

Setbacks

- Overhead Utility - Turbine Height + 40 Feet (649 ft)
- Public Roadway - Turbine Height + 75 Feet (684 ft)
- Unleased Adjoining Property - Rotor Length + 500 Feet (767 ft)
- Residence - 1000ft Setback

Existing Utilities

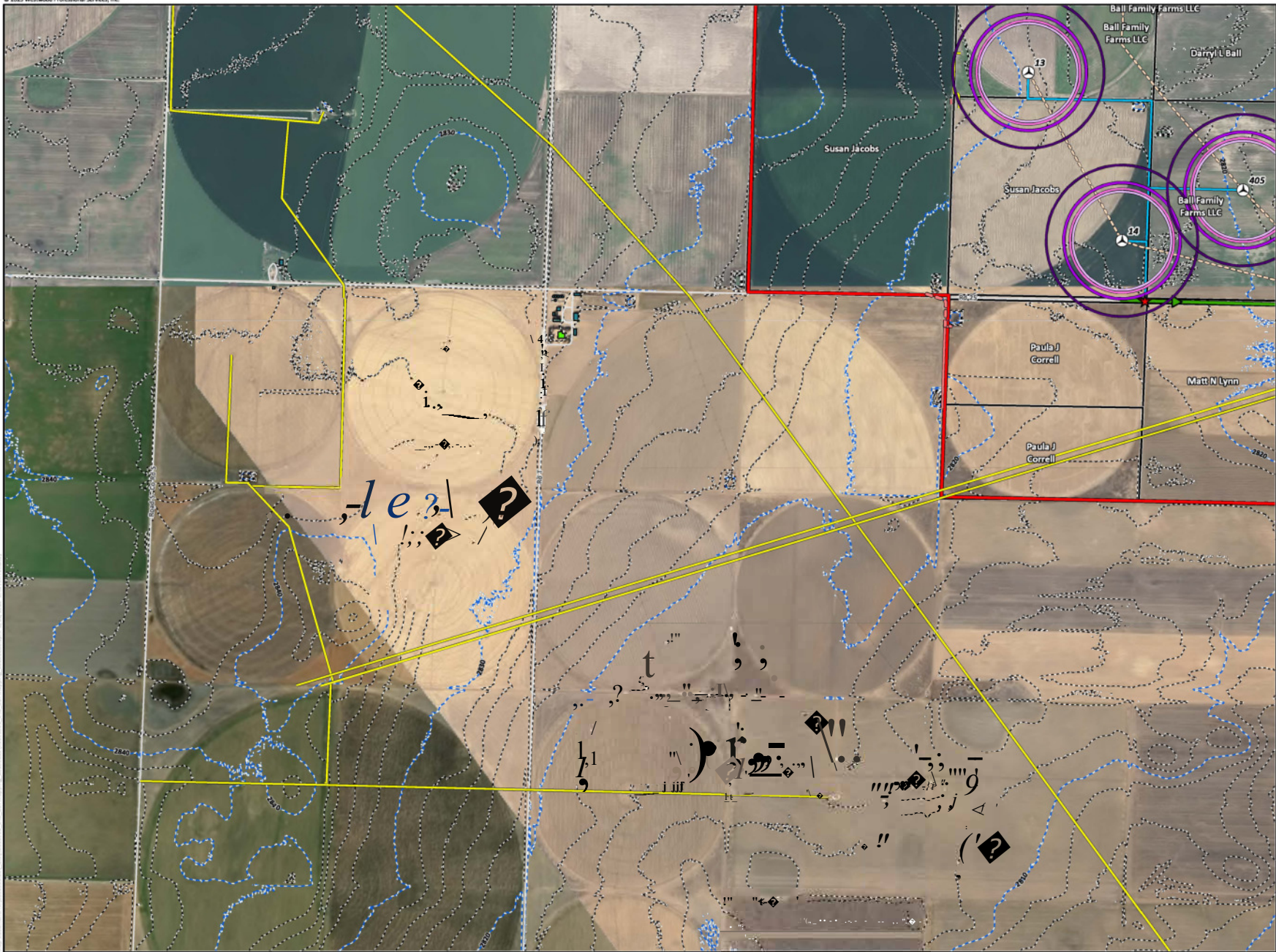
- Overhead Power
- Oil & Gas
- Sewage

All no n-hatched parcels within the project area are participating.

Source: Westwood (2025) ESRI World Streets 10k WDD Imagery, 8 n emp/Access 2025 (L.A., e1 M8 ue t u N2-j1 US G300P/Access 2025).

0 1,200 Feet

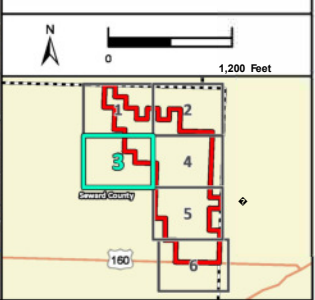
Inset Map: Shows the project location within Seward County, Kansas, with a red outline indicating the project area and numbered regions 1 through 6.

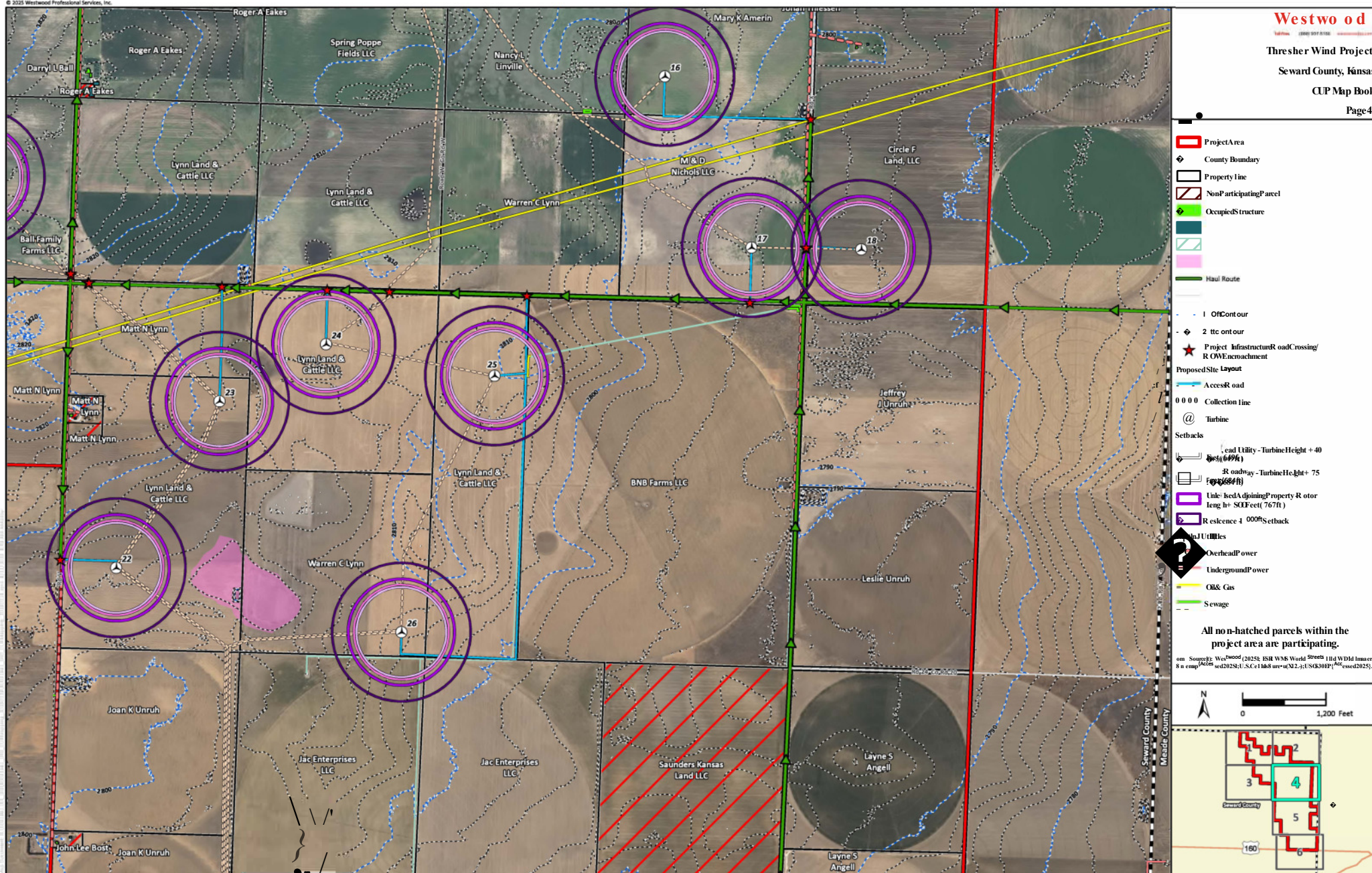


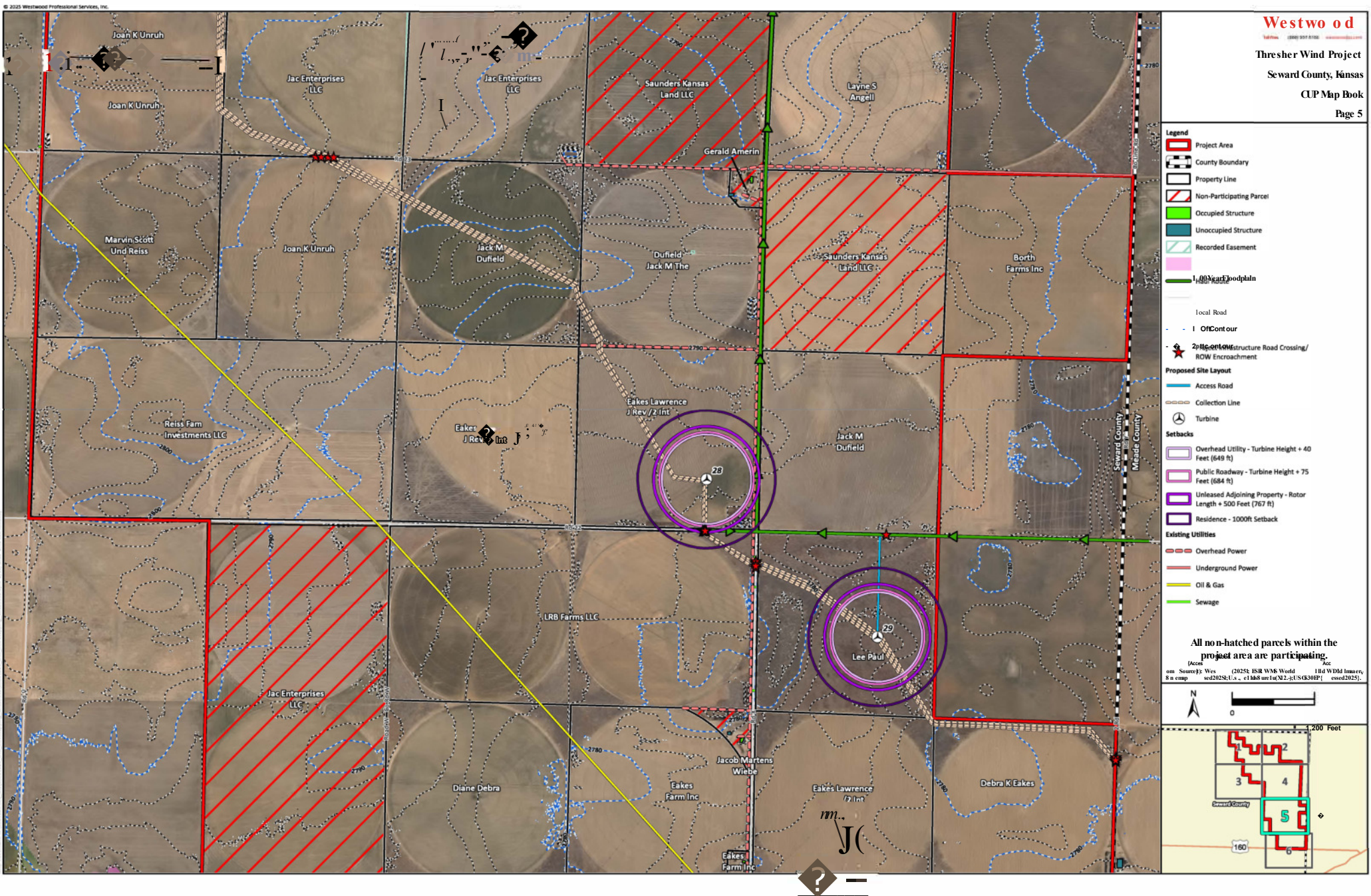
- Legend**
- Project Area
 - County Boundary
 - Property Line
 - Non-Participating Parcel
 - Occupied Structure
 - Unoccupied Structure
 - Haul Route
 - Local Road
 - 10ft Contour
 - 2ft Contour
 - Project Infrastructure Road Crossing/
- Proposed Site Layout**
- Access Road
 - Collection Line
 - Turbine
- Setbacks**
- Overhead Utility - Turbine Height + 40 Feet (649 ft)
 - Public Roadway - Turbine Height + 75 Feet (684 ft)
 - Unleased Adjoining Property - Rotor Length + 500 Feet (767 ft)
 - Residence - 1000ft
- Exist**
- Setback ng Utilities
 - Overhead Power
 - Underground Power
 - Oil & Gas

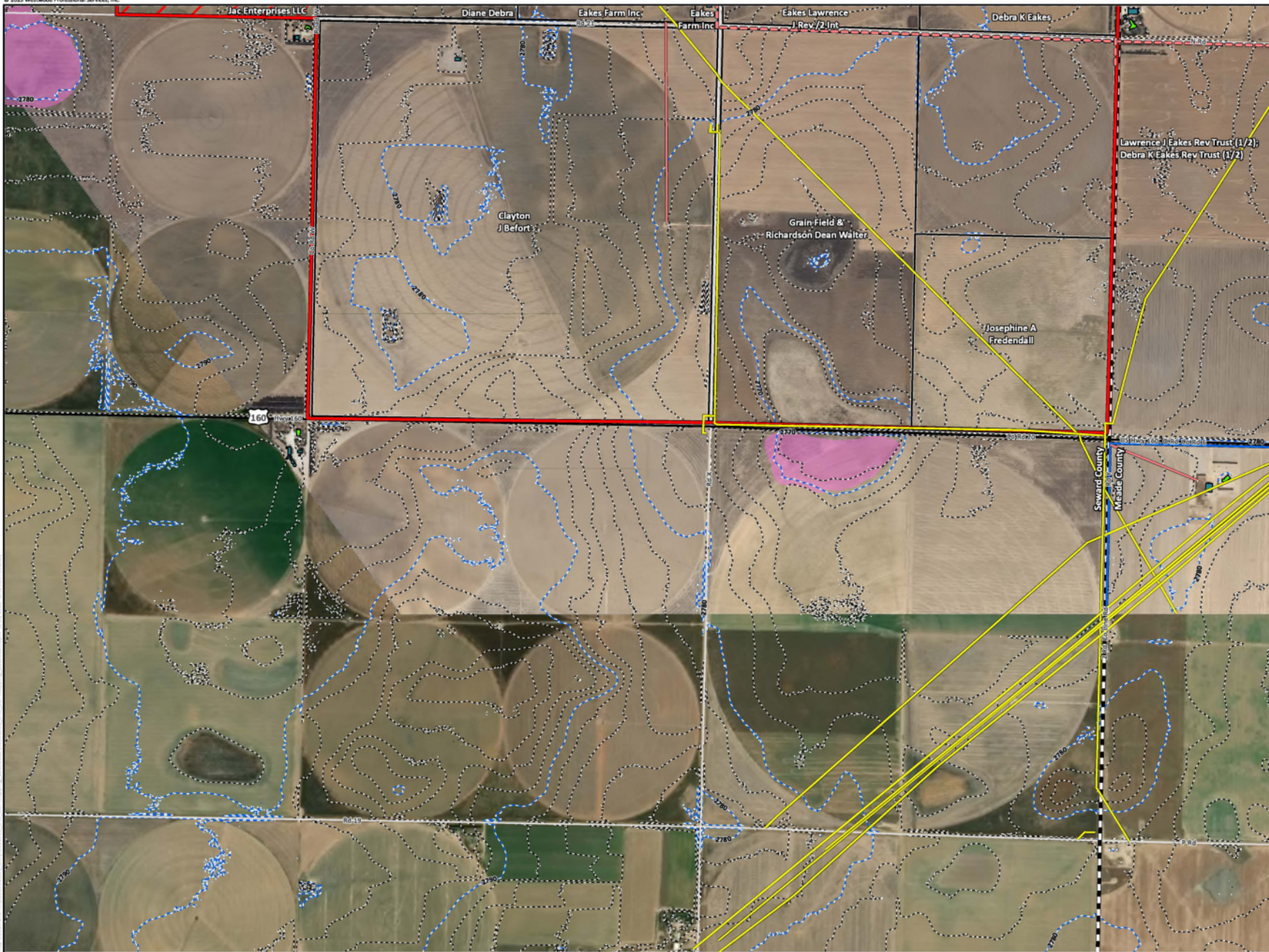
All non-hatched parcels within the project area are participating.

on: Source: Wes (2025) ISIR WNS World (1848) Dtd lmserv, 8 n emp sed2025; (1. s. e1 h88 ue1 uN2-j; US (8300P) ended2025).





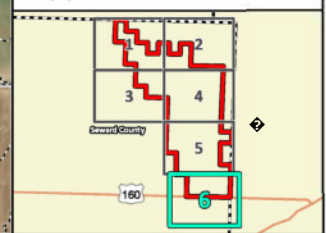


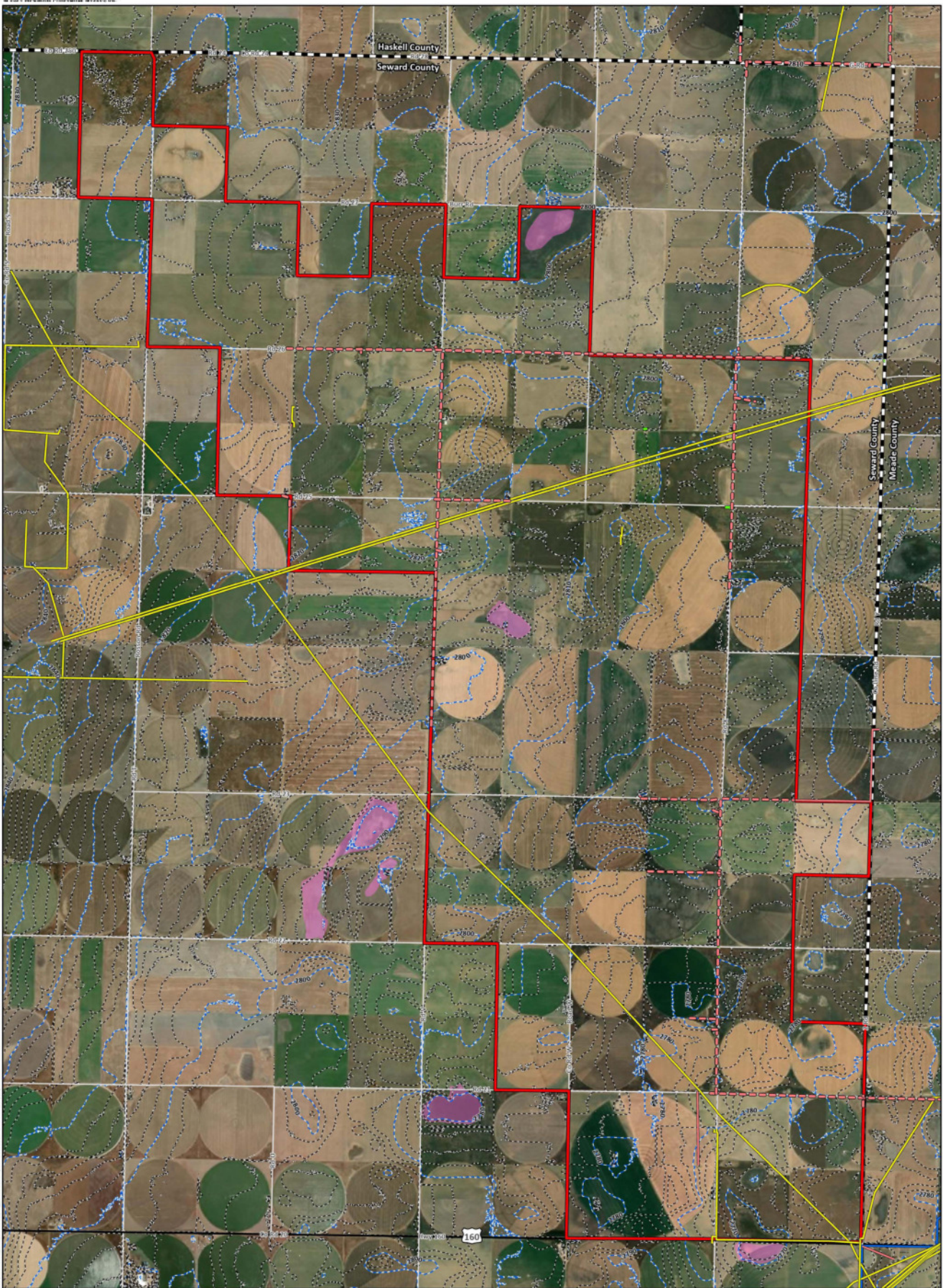


- Legend**
- Project Area
 - County Boundary
 - Property Line
 - Non-Participating Parcel
 - Occupied Structure
 - Unoccupied Structure
 - Recorded Easement
 - 100-Year Floodplain
 - Major Road
 - Local Road
 - 10ft Contour
 - 2ft Contour
- Existing Utilities**
- Overhead Power
 - Underground Power
 - Oil & Gas
 - Water

All non-hatched parcels within the project area are participating.

Source: Westwood (2025); ISR WMS World Streets 1Bd WDD Imagery, 8 n emp/Acces rd2025; U.S. e1 M8 inc 1st N2-3; USGS300P (Accessed 2025).





 3,200 Feet		Thresher Wind Project		Seward County, Kansas	
 Tel: (888) 19-37-5150 www.westwoodps.com		FEMA Flood Zone and Public Utilities Overview		Exhibit 2	
Legend					
 Project Area - 12,610.25 Acres	 Major Road	 Existing Utilities		 Sewage	
 County Boundary	 Local Road	 Overhead Power		 Water	
 100-Year Floodplain	 10ft Contour	 Underground Power			
	 2ft Contour	 Oil & Gas			

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EXHIBIT C: CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1" data-bbox="795 462 1503 514"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #										
INSURER(S) AFFORDING COVERAGE	NAIC #												
INSURED Thresher Wind LLC One South Wacker Drive Suite 1500 Chicago IL 60606 USA	<table border="1"> <tr> <td>INSURER A: Ironshore Specialty Insurance Company</td> <td>25445</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Ironshore Specialty Insurance Company	25445	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Ironshore Specialty Insurance Company	25445												
INSURER B: Federal Insurance Company	20281												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
B	X	COMMERCIAL GENERAL LIABILITY				35848841	07/01/2026	07/01/2027	LIMITS	
		CLAIMS-MADE	☒ OCCUR						EACH OCCURRENCE	\$1,000,000
									DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
									MED EXP (Any one person)	\$25,000
		GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$2,000,000
		POLICY	☐ PROJECT ☒ LOC						GENERAL AGGREGATE	\$2,000,000
		OTHER:							PRODUCTS - COMP/OP AGG	\$2,000,000
		AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
		ANY AUTO							BODILY INJURY (Per person)	
		OWNED AUTOS ONLY	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
		UMBRELLA LIAB							EACH OCCURRENCE	
		EXCESS LIAB	☐ CLAIMS-MADE						AGGREGATE	
		DED	RETENTION							
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH-ER
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh)		☐ Y/N	N/A				E.L. EACH ACCIDENT	
		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-EA EMPLOYEE	
									E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Board of Seward County Commissioners of Seward County, Kansas 515 N. Washington Avenue, Suite 207 Liberal KS 67901 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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Exhibit D: County Agreement Minimum Terms

CU2025-02 Contribution Agreement Minimum Terms

1. Annual Payment. Thresher will provide an annual payment to the County Treasurer in December each calendar year beginning December of the calendar year in which the Project COD, which shall not be less than \$3,940/MW of nameplate installed wind generating capacity if COD occurs in 2028, escalating at a rate of 3% compounding cumulatively each subsequent calendar year irrespective of whether COD occurs later than 2028, for a total of ten consecutive annual payments, and as illustrated below:

Year	December Payment
2029	\$4,058/MW
2030	\$4,180/MW
2031	\$4,305/MW
2032	\$4,434/MW
2033	\$4,567/MW
2034	\$4,704/MW
2035	\$4,845/MW
2036	\$4,991/MW
2037	\$5,141/MW
2038	\$5,295/MW

In the event that after the execution date of this Agreement the Project becomes exempt from *ad valorem* property tax for years beyond year ten (10), Thresher shall continue making annual payments beginning in the amount of \$5,295/MW of installed wind generating capacity if the Project commences commercial operation in 2028 or \$5,454/MW of installed wind generating capacity if the Project commences commercial operation in 2029 and, in each case, escalating at a rate of 3% compounding cumulatively each subsequent calendar year, until the earlier of the date the Project is decommissioned and no longer in operation or the date that such *ad valorem* property tax exemption is terminated and the Project becomes subject to *ad valorem* property tax. In the event the Project becomes exempt from *ad valorem* property taxes for years beyond year ten (10) then payments shall be paid to the County Treasurer in December.

The County may direct each Contribution to any taxing jurisdiction, general County fund, or specific fund or funds as may be directed by the County from time to time; provided, however, that the County hereby acknowledges and agrees that it is the County's intent to distribute the Contributions hereunder in such a way as the County determines to be in the best interests of the residents of the County.

2. Annual Payment Exceptions, Reduction. If any tax is imposed on Thresher by the State of Kansas any of its governmental subdivisions, the amount of the payments due under this Agreement shall be reduced by the amount of tax imposed: (a) real or personal property tax due with respect to property located in Kansas, owned by Thresher Wind and associated with the operation of the facility; (b) any amount of Kansas sales or use tax due with respect to (i)

property purchased for use in either the construction or enlargement of the facility or (ii) any purchase of machinery and/or equipment used either (x) as an integral or essential part of the integrated production operations of the facility or (y) for the handling, movement or storage of the output of the facility; (c) any Kansas state or local (other than Kansas income tax, the Kansas franchise tax or the Kansas sales and use tax) is imposed on the income, operations or property of the facility; (d) the Kansas statutes (or the regulations thereunder) are amended after the date of this Agreement so as to reduce the tax benefits available to Thresher Wind and/or the facility under K.S.A. 79-32,160a; K.S.A. 74-50,132; K.S.A. 79-3606(cc); K.S.A. 74-50,115; K.S.A. 79-3606(kk); K.S.A. 79-3606(fff) or K.S.A. 79-201 (Eleventh); or (e) any mortgage registration tax.

Notwithstanding any other provision herein, if in any one year between years 11 and 20 of the Project's operation the amount of taxes levied for Seward County (excluding taxes levied for USD 483 and any other taxing entity) related to the Project are less than the amounts provided for in this Agreement, Thresher Wind shall pay to Seward County the difference between the amounts provided for in this Agreement and the amount of taxes levied for Seward County. This provision is contingent upon the Project being in operation

3. Parity with Meade and Gray County. If Thresher executes a Contribution Agreement or amends a Contribution Agreement with the Board of County commissioners of Meade County or Gray County, Kansas related to the construction of this Project where the annual, per-megawatt payment exceeds Annual Payment per-megawatt set forth in this Agreement, then the Parties hereby agree to amend this Agreement so that the payments set forth in Section 3 will match the annual, per-megawatt payment structure within the Contribution Agreement with Seward County, as applicable.

4. Enforcement. In the event of any dispute arising under this Agreement or claim of any breach or default under this Agreement, one Party will first send the other Party written notice of the claim or dispute. Within ten (10) days following the receipt of a written notice from either Party identifying such dispute or claim, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute or claim quickly, informally and inexpensively. If the Parties are unable to resolve a dispute or claim arising hereunder within thirty (30) days of initiating such discussions, or within forty (40) days after notice of the dispute, either Party may seek any and all remedies available to it at law or in equity.

CU2025-02 Decommissioning Agreement Minimum Terms

1. Obligation of Thresher to Decommission the Project. Thresher shall decommission individual wind turbines and the Project in accordance with all applicable laws and regulations ("Decommissioning"). Decommissioning with respect to each turbine shall include, among other activities, (i) removal of the turbine, nacelle and tower, (ii) removal of interconnection transmission poles, lines, and all electric equipment, (iii) removal of the tower foundation to a depth of at least four (4) feet below grade, and the bottom two feet of the foundation shall be replaced with subsoil composed of sand, silt, and clay materials and the top two feet with topsoil suitable for supporting vegetation, (iv) removal of all access roads and replacement with topsoil, unless otherwise requested by the landowner, (v) reseeding all disturbed areas, or as otherwise agreed to with the affected landowner, and (vi) removal of Project infrastructure and materials

within the public right of way up to a depth of six (6) feet, except for collection lines and underground borings, if said underground infrastructure or material was located at a depth required by the County. All Project materials or infrastructure located within the public right of way must be marked and locatable on terms reasonably imposed by the County so that at any time County can verify the location of any such materials or infrastructure, and also registered with Kansas 811. A reasonable estimated completion date, within twelve (12) months post-commencement of Decommissioning shall be provided to the County. The decommissioning shall be acceptable to the affected landowners, which shall not be unreasonably withheld, conditioned, or delayed.

The Decommissioning of individual wind turbines by Thresher shall commence within twelve (12) months immediately following the earliest to occur of (a) the termination of the land rights providing for the site upon which the individual turbine stands; (b) the expiration of the land rights term; or (c) failure to operate the turbine for a period of twelve (12) months for reasons other than Force Majeure unless a plan outlining the steps and schedule for returning the turbine to service is submitted and approved by the County within the twelve (12) month discontinuation period, which approval shall not be unreasonably withheld, conditioned, or delayed. If the request is denied the parties will submit the issue to mediation pursuant prior to proceeding with any formal court action. Within the timeline set forth above, the CWECS structures and components will be removed from the site. Additionally, all easements will be released. The land will be returned to its original condition and will be graded, top-soiled, and reseeded according to Natural Resource Conservation Service recommendations or similar best practices, unless otherwise agreed to with the affected landowner or otherwise detailed in the executed Decommissioning Agreement.

“Force Majeure” shall mean an event beyond the control of the party affected such as: acts of God, war, civil commotion, riots or damage to work in progress by reason of fire or other casualty, strikes, lock outs or other labor disputes, delays in transportation, inability to secure labor or materials in the open market, war, terrorism, sabotage, civil strife or other violence, pandemic or other public health emergency, improper or unreasonable acts or failures to act by the County, the failure of any governmental authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after a complete and valid application for the same has been submitted, the effect of any law, proclamation, action, demand or requirement of any government agency or utility, litigation, contesting all or any portion of the right, title and interest of County or Company under this Agreement, or any other unforeseen events or events over which the Company and/or Project has no control. Force Majeure shall not excuse or delay any obligation to make payments, including without limitation amounts owed to the County or to any third party for financial security, insurance, or similar monetary obligations.

2. Continuing Obligation; Forfeiture of CUP. Thresher acknowledges its obligations under this Agreement are continuing in nature. The failure of Thresher to perform its decommissioning obligations under this Agreement shall be considered an Event of Default and shall result in the CUP being revoked. In addition to revoking the CUP, the County may seek any other legal remedies it may have resulting from Thresher’s failure to perform its obligations under this Agreement. An “Event of Default” shall mean a failure by Thresher Wind to commence or recommence (as the case may be) satisfying its Decommissioning obligations under this

Agreement within sixty (60) days after written notice from the County (except to the extent that a cure cannot reasonably be completed in such 60-day period, so long as Thresher Wind diligently pursue a cure to the default, subject to Force Majeure Delays).

3. Release of Decommissioning Obligation. Promptly following Thresher's delivery of documentation, acceptable to the County, evidencing Thresher's fulfillment of its Decommissioning obligations described herein, the County shall execute and deliver to Thresher a Certificate of Completion. Upon Thresher's receipt of the Certificate of Completion, the Decommissioning Agreement shall terminate and be of no further effect.

4. Verification of Accounting. Thresher will represent to the County that Thresher has a requirement under Generally Accepted Accounting Principles ("GAAP") to account for the future decommissioning obligations for project assets on leased property or property in which it has land rights. The Asset Retirement Obligation ("ARO") will be reflected on Thresher's books, records and financial statements. Thresher will annually provide the County with the amount of the portion of the aggregate that represents Thresher's estimated decommissioning obligation to the County under this Agreement.

5. Decommissioning Reserve. Thresher represents to the County that it will account for the future Decommissioning obligations on its books, records and financial statements as required by GAAP or International Financial Reporting Standards (IFRS) based on Thresher's then-current accounting standards (GAAP or IFRS). The ARO under GAAP or the substantively equivalent amount under IFRS will be reflected on Thresher's books, records and financial statements as required under GAAP or IFRS, as applicable. Thresher will annually provide the County with the amount of the portion of the aggregate that represents Thresher's estimated Decommissioning obligation to the County under this Agreement.

6. Decommissioning Restoration Fund. Upon commencement of construction of the Project, Thresher Wind shall establish a fund ("Restoration Fund") at a federally chartered bank to secure Thresher Wind's Decommissioning obligations, the documentation shall list the financial institution and County as parties. In the event of a Default, the County may use the Restoration Fund to take steps necessary to fulfill the defaulter's obligations. Thresher Wind shall contribute the estimated cost of its Decommissioning obligations to the County prior to the start of construction for each of the properties in the Project, net of any estimated salvage value of Thresher Wind's equipment, facilities and improvements located on each of the Project properties ("Net Restoration Amount"), but that estimated salvage value will be increased by any amount reasonably estimated that the County might incur during the time period until the Restoration Fund amount is re-set as part of the County actually receiving the salvage proceeds (examples include costs to pay off liens, to acquire ownership of the assets, and to manage the salvaging and Decommissioning process). The Net Restoration Amount shall be re-set every seven (7) years after it is initially set, based on new estimates of the cost of removal and salvage value of Thresher Wind's equipment, facilities and improvements located on the Project properties located within the County. The County shall have sixty (60) days to serve notice that it disagrees with the Net Restoration Amount determined by Thresher Wind. If the County serves such notice then the Parties will mutually agree on an independent engineer with suitable experience in the wind industry (the "Independent Engineer") to determine the Net Restoration Amount. The fees of the Independent Engineer shall be paid by

Thresher Wind. In the Event of Default, the County may draw upon or otherwise access the Restoration Fund to complete or cause to be completed the decommissioning.

7. Mediation; Enforcement. The Parties will attempt in good faith to resolve all disputes under this Agreement promptly by negotiation. If a dispute cannot be resolved within sixty (60) days of the dispute arising through direct negotiations of the Parties, either Party may initiate mediation as provided herein. Such dispute shall be submitted to any mutually agreeable mediator prior to proceeding with any formal court action. If the parties are unable to agree, the American Arbitration Association shall appoint a mediator. The mediation shall take place at a neutral site. All negotiations and mediation procedures shall be treated as and considered as compromise and settlement negotiations for the purpose of the Federal Rules of Evidence and state rules of evidence. The Parties shall equally split the cost of the mediator. For costs of mediation, other than the cost of the mediator, each Party shall bear its own costs.

CU2025-02 Road Use Agreement Minimum Terms

1. Duties of Thresher. Thresher has or shall undertake the following activities in accordance with the terms of this Agreement:

a. Thresher and the County will identify representatives who will be present for the Construction Activities and the timeline in which those representatives will be identified.

b. Thresher will provide a preliminary site plan which will outline parts of the Project as applicable, such as haul routes, turbine locations, site access points, Road crossings, access roads, highway haul routes, county roads, local roads, dirt/unpaved roads, and US/State roads, the Project area. Thresher will provide a site plan prior to the construction of the Project with additional information as identified in the Road Use Agreement.

c. The Road Use Agreement will designate the role and responsibilities of a County Consultant. The Consultant's role may be covered from time-to-time as the County might designate, including by one or more people or businesses including different than the initial Consultant, and by County employees, provided at all times the County selects persons or businesses qualified for the role.

d. All Road entrances, permanent or temporary, constructed for the purposes of the Project shall be installed in locations which provide adequate sight distances and where applicable, will have installed drainage structures adequately sized so as not to significantly change existing drainage. Culverts for entrances shall be sized by a Kansas Licensed Professional Engineer. All costs associated with construction of Project entrances shall be the sole responsibility of Thresher.

e. Thresher shall be responsible for preserving or perpetuating all existing Public Land Survey System ("PLSS") corner monuments, public right-of-way monuments, and property boundary monuments affected by the Project. Corner monuments found to be in danger of being disturbed during construction of the Project will have an endangerment report filed with Seward County and the Kansas State Historical Society by a Professional Land Surveyor licensed in

Kansas ("PLS"). In areas where it appears that a monument location could be disturbed by Thresher construction activities, Thresher will be responsible to employ a PLS to search for existing monumentation in accordance with applicable Kansas State Statutes, any existing monuments which become disturbed or destroyed by Thresher construction activities are to be re-established in accordance with applicable Kansas State Statutes.

f. Thresher shall notify the Consultant by email on Monday of each week in advance of all planned oversize transportation and crane movements along any Road, including perpendicular crossings to be performed during such week. Thresher shall provide to Consultant typical axle configurations with weight per axle for oversize transportation movements at least thirty (30) calendar days prior to Construction Activities. All perpendicular crossings are to occur along the approved roads and repaired immediately if damaged as outlined in this agreement.

g. Thresher shall transport or cause to be transported the turbine segments, other oversize loads, and construction equipment, materials, and supplies in a manner designed to minimize adverse impact on the local traffic.

h. Thresher shall provide advance notice to the County when it is necessary for a Road to be scheduled for closure for more than 15 minutes due to a crane crossing or for any other reason relating to the construction of the Project. Notwithstanding the foregoing, Thresher shall provide no less than 24-hour notice when practicable for any anticipated closure exceeding 15 minutes and shall in all cases provide all materials and personnel necessary to close the Road safely.

i. Thresher shall provide signage of all Road closures and work zones in compliance with the most current manual on Uniform Traffic Control Devices adopted by the State of Kansas. Thresher shall comply with all local, state, and federal requirements when removing or changing any signage. KDOT approval for removing the signs and/or sign replacement specifications shall be provided to the County and Consultant.

j. Thresher shall provide dust control measures to prevent the surface and air transport of dust during Construction Activities, and the requirements Thresher must meet in providing dust control.

k. Prior to commencement of Construction Activities, Thresher shall construct, at its sole cost and expense, any improvements or repairs necessary to permit the safe and efficient use of the Road for Construction Activities ("Pre-Construction Improvements"). Thresher shall provide regular maintenance required to Roads damaged by the Project during the Project's construction, including grading and repairing damaged areas along paved and unpaved Roads during Construction Activities. Appropriate maintenance techniques and methods will be approved by Consultant, which approval shall not be unreasonably withheld, conditioned, or delayed. The County shall not be responsible for maintaining any road or project upgrades installed by or required for construction of the project.

l. Upon completion of Construction Activities, Thresher shall purchase and install applicable road materials for repairs and perform and bear all costs to restore any Roads that are utilized by Thresher during the Construction Activities to a condition at least equal to that which existed immediately prior to the commencement of the Construction Activities and as identified in the Pre and Post-construction Inventories (as hereinafter defined).

m. Thresher will make a reasonable effort to source materials for repairs required to construct the Roads pursuant to this Agreement in a manner that will not materially impact County's ability to source materials for performance of County's routine and regular maintenance obligations. All material used by Thresher for repairs to County property must be approved by Consultant, which approval shall not be unreasonably withheld, conditioned, or delayed.

n. Provide terms that require emergency repairs to Roads damaged during construction of the Project.

o. To the extent applicable to the Roads, Thresher shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any governmental authority having jurisdiction over the Project, and obtain all permits and licenses required in connection with the use and repair of the Roads.

p. Provide terms to deal with the requirement for County oversize or overweight permits and the associated fees so that at all times Roads remain passable by typical existing County traffic.

q. Upon completion of the Project, Thresher may offer to donate to the County any surplus gravel, culverts, and other materials not including turbine components. If the County takes possession or gives notice of its intent to take control of the surplus materials, it shall be responsible for all costs and expenses related to removing or relocating the materials and shall do so within 120 calendar days of written notification.

r. The Road Use Agreement will contain terms that require Thresher to reimburse the County for reasonable out-of-pocket expenses, including the cost of the Pre- and Post-Construction Inventories, professional engineering fees and expenses for County's Consultant. The reimbursement provision may contain a max allowance but will not be less than \$175,000 in the aggregate plus \$10,000 a month if construction takes longer than 12 months.

s. The Road Use Agreement will contain terms regarding Thresher, its contractors, or its supplier's use of County roads other than those designated for Project construction purposes and repair of damage caused by the use.

2. Obligations of County. The County, in accordance with the terms of the Agreement, agrees that it has or shall:

a. The County will provide Thresher with contact information of a representative. The Road Use Agreement will specify the details of the notification.

b. The Road Use Agreement will contain a provision regarding notifications to Thresher of routine and regular County maintenance of the Roads.

d. The County will authorize Thresher and its contractors engaged in the construction, operation and maintenance of the Project to travel over the Roads with loads exceeding the weight limits set by County, if any.

3. Approvals, Process and Appeals. The Parties, in accordance with the terms of this Agreement, agree that each has or shall:

3.1 Acknowledge that the County has approval and permitting authority with respect to the subject matter of this Agreement pursuant to state law.

3.2 Acknowledge that the County's Consultant has been engaged to assist the County in reviewing and evaluating the implementation of this Agreement and that the County has granted such approvals, permits, surveys, evaluations or the like (the "Consultant Activities") as are required to facilitate the matters covered by this Agreement.

3.3 County acknowledges it has directed the Consultant to consult and cooperate, and Thresher acknowledges that it shall consult and cooperate, in good faith and in a commercially reasonable manner, with respect to Construction Activities and Consultant's Activities to conduct their respective activities hereunder in such a manner as to facilitate the efficient, economic, safe and timely construction and operation of the Project. County shall not be liable to Thresher for any failure, breach or omission of Consultant; provided, however, that Thresher is entitled to rely on approvals, representations and decisions (collectively "Consultant's Approvals") made or directed by the Consultant on behalf of the County, unless such Consultant's Approvals are overturned or countermanded in writing by the Road and Bridge Director before Thresher has undertaken Construction Activities in reasonable reliance upon such Consultant's Approvals.

3.4 In the event of an issue or disagreement between Thresher and Consultant regarding the nature of scope of Consultant's Activities or the implementation of this Agreement cannot be mutually resolved to the satisfaction of Thresher and the Consultant, such matter may be presented to the Road and Bridge Director for mediation and determination. If either Thresher or the Consultant disagrees with such determination of the Road and Bridge Director, such matter may be appealed to the Board of County Commissioners for presentation and final determination.

3.5 In the performance of this Agreement and unless otherwise specifically provided herein, as between the Consultant and the Road and Bridge Director, the Road and Bridge Director shall be the final decision-maker on behalf of the County and Thresher may rely on the Road and Bridge Director in acting on any such decisions.

4. Pre-Construction Inventory. Prior to commencement of Construction Activities, the Consultant will perform a survey and evaluation to record, document, and report on the existing condition of the Roads (the "Pre-Construction Inventory").

5. Pre-Construction Improvements. Thresher will provide an Action Plan detailing any improvements or repairs to Roads, sub-surfaces, grades, ditches, traffic control, bridges, culverts, pipes, crane crossings, or any other drainage structures on roads necessary for, or related to, the Project shall be presented to the County and Consultant by Thresher for approval by the County or Consultant prior to initiating the desired improvements or repairs. Prior to commencement Construction Activities, inclusive of the construction, reconstruction, and/or decommissioning phases of the Project, Thresher shall construct, at its sole cost and expense, any improvements or repairs necessary to permit the safe and efficient use of the Roads for Construction Activities.

No jump spans shall be used to temporarily cross bridges or culverts. All costs to replace or modify bridges and culverts to support construction loads shall be paid by Thresher. All concrete trucks must comply with Kansas legal loads and when loaded, haul with the tag and bridge axles down. Construction vehicles must keep speeds to less than 35 mph. All unpaved haul routes must have a minimum of 4 inches of gravel installed prior to use by Project. Consultant or County may request additional gravel placed along stretches of Roads that are soft, failing, or show additional signs of wear and tear from construction usage with additional gravel installed within 48 hours of demand. All gravel weight tickets must be provided to Consultant for review. No construction equipment is allowed to be loaded, unloaded, or parked within County rights-of-way or on County roads.

6. Construction Activities Inventory. The Consultant will serve as a liaison between the Parties to this Agreement. During the Construction Activities, the Consultant is expected to inspect the Roads being used by Construction Activities on a regular basis, unless otherwise directed by the County, and report to Thresher and County regarding the conditions of such Roads. All costs and expenses to the County with respect to the Consultant's responsibilities under this section shall be reimbursed to the County by Thresher.

7. Post-Construction Inventory. The Road Use Agreement will require a post-construction inventory following the completion of construction of the Project and will detail the requirements and duties of the inventory.

8. Repairs and Restoration. Following the Post-Construction Inventory and evaluation of the damage, Thresher shall, at its sole expense, restore the Roads to a condition not less than the condition that existed as demonstrated by the Pre-Construction Inventory in accordance with the results of the Consultant's Post-Construction Inventory.

9. Emergency Repairs. Thresher shall, as soon as reasonably possible and not later than 24 hours after becoming aware of any emergency or hazardous conditions on the Roads, notify the Consultant and Road and Bridge Director of any such conditions and, unless directed otherwise by Consultant or Road and Bridge Director, shall repair or restore such conditions at Thresher's sole expense if such condition arises out of Thresher's use of the Roads, with respect to whether such condition also results from deferred maintenance by the County during the course of Thresher's use of the Roads. If any such condition is not corrected by Thresher within such 24 hours period after Thresher's receipt of such notice, the County may cause emergency road and bridge repair to be performed by County personnel or qualified contractors, and Thresher shall,

within 30 days following receipt of an itemized invoice for the costs of said repairs, reimburse the County for all reasonable repair costs, including overtime for County personnel, incurred by the County for said repairs.

10. Security Required. Prior to commencement of Construction Activities on the Roads, Thresher shall provide security to the County in the amount not less than \$2,000,000 and in the form of a performance and payment bond, Parent Guaranty or letter of credit (the “Security”).

11. Costs. All costs and expenses of maintaining the Security, including the fees and expenses of the Security, and the costs and expenses of making distributions out of the Security, shall be borne by Thresher.

12. Term of the Security. The Security shall continue until the delivery by Thresher to the County of written notice certifying that the Project is commercially operational, that all obligations incurred by Thresher in the performance of this Agreement have been paid, and that the County has no outstanding claims for payments or reimbursements arising from this Agreement, and the Road and Bridge Director’s approval of such certification, which shall not be unreasonably withheld, conditioned or delayed.

13. Separate Agreement. All other terms and conditions concerning the Security, and the provisions for making claims against the Security, shall be negotiated in good faith between the County and Thresher.

14. Required Insurance. Thresher shall, upon CCD of the Project and for the period of construction of the Project, maintain in full force and effect, commercial general liability insurance naming Seward County and the Consultant as additional insureds in the aggregate amount not less than \$7,000,000.00.

15. Disputed Costs. In the event Thresher Wind challenges all or part of an amount invoiced or for which the County otherwise seeks reimbursement, Thresher Wind shall provide a written notice of any amount disputed and the basis for such dispute to the County. The County and Thresher Wind shall then meet and confer in good faith and in a reasonable manner to analyze, discuss and resolve the dispute. Thresher Wind shall not dispute any cost with respect to any activity with respect to the Thresher Wind project of which Thresher Wind had knowledge at the time it was ongoing or included within this Agreement unless Thresher Wind immediately brought the dispute to the attention of the County and, unless directed by Road and Bridge Director otherwise, Thresher Wind suspended all construction activities to which the cost related. In the event Thresher Wind disputes its liability for any cost, such dispute shall be resolved by the Seward County Commission after providing Thresher Wind a reasonable opportunity to present the reasons for the dispute. Thresher Wind shall pay any disputed amount determined by the Seward County Board of Commissioners to be due within 10 days of such determination.

16. Remedies and Enforcement. The Parties acknowledge that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement. Each of the Parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the “Defaulting Party”), which default is not caused

by the Party seeking to enforce said provisions (the “Non-Defaulting Party”), and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall be exclusive of any other remedy available at law or equity.

CU2025-02 All County Agreements Minimum Terms

Except as otherwise provided in CUP §II 1-3 which terms control if any conflict with this paragraph: , Thresher Wind shall reimburse the County’s reasonable attorney fees in the event a formal court action is brought for the enforcement or defense of this Agreement: (1) because of a default or dispute between the Parties, and the County is the prevailing party; or (2) due to a third party claim, only to the extent such action arises directly from Thresher Wind’s breach of this Agreement or wrongful act or omissions.

DRAFT

Exhibit E: Good Neighbor Agreement Form

After recording return to:

Thresher Wind LLC
One South Wacker Drive
Suite 1500
Chicago, Illinois 60606
ATTN: Land Administration

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

NEIGHBOR AGREEMENT

THIS NEIGHBOR AGREEMENT (this “**Agreement**”) is made, dated and effective as of [_____, 20__] (the “**Effective Date**”) by and between [_____] residing at [_____] and its/their successors and assigns (collectively, “**Owner**”), and **Thresher Wind LLC**, a Delaware limited liability company (“**Developer**”). Owner and Developer may hereafter be referred to herein individually as a “**Party**” and together as the “**Parties**”.

RECITALS

- A. Owner owns the real property legally described on Exhibit A attached hereto and made a part hereof (the “**Owner’s Property**”) and such Property is not part of the Wind Project (as defined below).
- B. Developer is developing an electric-generating wind power project (“**Wind Project**”) located in a portion of _____ County, Kansas (“**Wind Project Property**”). Developer expects that some of the wind turbine generators, including associated towers, foundations, and support structures (collectively the “**Generating Units**”) of the Wind Project will be installed on land adjacent to or near Owner’s Property.

AGREEMENT

1. Construction Impact. Developer recognizes that Owner due to its location next to construction areas may be inconvenienced by construction noise and activities. Owner acknowledges Developer has informed Owner of the potential impacts of construction and agrees the compensation provided in this Agreement is adequate for the impacts described.
2. Payments. In consideration of this Agreement and the rights granted herein, Developer shall pay to Owner a fee in the amount and at the times as described in Exhibit B attached hereto..
3. Term. The term of this Agreement (the “**Term**”) shall commence upon the Operations Date and shall end on the date that is fifty (50) years following the date on which the Wind Project reaches the Operations Date. “**Operations Date**” shall mean the date on which Developer first produces wind energy in commercial quantities from Generating Units located on the Wind Project

Property. Upon termination, Developer shall file a termination of this Agreement in the public records. If the operation of the constructed Wind Project ceases for a continuous period of five (5) years, and Developer and any successors or assigns have abandoned the development or operation of the Wind Project, then Owner may request by written notice to Developer to terminate and quitclaim this Agreement, and Developer shall deliver a termination and quitclaim of this Agreement in recordable form within forty-five (45) days of any such request.

4. Assignment. Developer shall have the right without Owner's consent to sell, convey, lease, or assign all or any portion of this Agreement to one or more persons or entities (collectively, "**Assignees**"). Under no circumstances shall any Lender or Assignee have any greater rights of ownership or use of the Easements than the rights granted to Developer in this Agreement. Any member or partner of Developer or an Assignee shall have the right without Owner's consent to transfer any membership or partnership interest in Developer or such Assignee to one or more persons or entities.

5. Covenants Running With the Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall, be covenants running with the land and shall be binding and a burden upon Owner's Property and each Parties' present or future estate or interest therein and upon each of the Parties, their respective heirs, administrators, executors, legal representatives, successors and assigns as holders of an estate or interest in Owner's Property (including without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure), and shall benefit Developer and its respective heirs, administrators, executors, legal representatives, successors and assigns and the Wind Project Property.

6. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Developer and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of Owner and Developer. This Agreement shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Owner and Developer.

7. Remedies. If Developer violates the terms or conditions of this Agreement, Owner shall be entitled to any remedy available under applicable law or equity. If Owner violates the terms or conditions of this Agreement, Developer shall be entitled to any remedy available under applicable law or equity.

8. Notices. Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows:

If to Owner: [Landowner]
 [Address]

If to Developer: Thresher Wind LLC
Attn: General Counsel
1 S. Wacker Drive, Suite 1500
Chicago, IL 60606

or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

10. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document

[NTD: executed agreement will attach signatures, acknowledgements, and Exhibit A Property legal, and otherwise be sufficient for Register of Deeds recording]

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EXHIBIT B
Payment Terms

In consideration for the rights provided to the Developer under the Agreement, Developer agrees to make payments to the Owner as follows:

1. Operating Fees. Upon commencement of the Operations Date, and for each year during the Term of this Agreement (each an “**Operations Term Year**”), Developer shall pay to Owner a fee of \$500.00 Dollars (\$500.00). The first Operating Fee shall be paid within sixty (60) calendar days of the Operations Date. All subsequent Operating Fees shall be paid by the anniversary of the Operations Date.

3. IRS Form W-9. Notwithstanding anything in this Agreement to the contrary, Developer shall have no obligation to make any payment to Owner otherwise required under this Agreement until Owner has returned to Developer a completed Internal Revenue Service Form W-9, such W-9 form to either (i) have been provided by Developer to Owner prior to execution of this Agreement or (ii) be provided by Developer to Owner promptly upon execution of this Agreement.

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