

**GREENE COUNTY BEAVER  
CREEK WIND FARM  
URBAN RENEWAL PLAN**

**for the**

**GREENE COUNTY BEAVER  
CREEK WIND FARM  
URBAN RENEWAL AREA**

**GREENE COUNTY, IOWA**

**October 29, 2018**



**Greene County Beaver Creek Wind Farm  
Urban Renewal Plan  
Greene County, Iowa**

**A. INTRODUCTION**

This Greene County Beaver Creek Wind Farm Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Greene County Beaver Creek Wind Farm Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in Greene County. The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new industrial development.

In order to achieve this objective, Greene County (the “County”) intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

**B. DESCRIPTION OF THE URBAN RENEWAL AREA**

The Greene County Beaver Creek Wind Farm Urban Renewal Area is described in Exhibit A and illustrated in Exhibit B.

The County reserves the right to modify the boundaries of the Area at some future date.

**C. AREA DESIGNATION**

With the adoption of this Plan, Greene County will designate this Urban Renewal Area as an area that is appropriate for the promotion of economic development (commercial and industrial).

**D. BASE VALUE**

If the Greene County Beaver Creek Wind Farm Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted and debt is certified prior to December 1, 2018, the taxable valuation within the area included in the TIF Ordinance as of January 1, 2017 will be considered the frozen “base valuation”. If debt is not certified until a later date or if a TIF ordinance is not adopted until later, the “base value” will be the assessed value of the taxable property within the TIF Ordinance area as of January 1 of the calendar year preceding the calendar year in which the County first certifies the amount of any debt on the Area. It may be that more than one ordinance will be adopted on property within the Area. If so, the frozen base values may vary.

The Board of Supervisors has passed an ordinance for the special valuation of wind energy conversion property as provided in Iowa Code Section 427B.26. Owners of wind energy conversion property have elected to file a declaration of intent to have the property assessed at values determined under Iowa Code section 427B.26 rather than valuation and



assessment provisions provided in Iowa Code Section 441.21(8)(b), (c) and (d) and Sections 428.24 to 428.29.

### **E. DEVELOPMENT PLAN/ZONING**

Greene County has a general plan for the physical development of the County as a whole outlined in the Greene County Comprehensive Plan dated May 12, 2008. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the Greene County Comprehensive Plan.

This Urban Renewal Plan does not in any way replace or modify the County's current land use planning or zoning regulation process.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the County.

### **F. PLAN OBJECTIVES**

Renewal activities are designed to provide opportunities, incentives, and sites for new and existing economic development within the Area.

More specific objectives for the development, redevelopment and rehabilitation within the Greene County Beaver Creek Wind Farm Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial, residential and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire County.
4. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
5. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
6. To stimulate, through public action and commitment, private investment in new and existing commercial and/or industrial development.



7. To improve the conditions and opportunities for economic development (commercial and industrial).
8. To help develop a sound economic base that will serve as the foundation for future growth and development.

#### **G. TYPES OF RENEWAL ACTIVITIES**

To meet the objectives of this Urban Renewal Plan and to encourage orderly development of the area, the County intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, other municipalities, or businesses for economic development purposes on such terms as may be determined by the Board of Supervisors.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for Greene County.

Nothing herein shall be construed as a limitation on the power of the County to exercise any lawful power granted to the County under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

#### **H. ELIGIBLE URBAN RENEWAL PROJECT(S)**

The wind energy industry's rapid growth in Iowa has given Greene County the opportunity to increase its tax base, create employment opportunities, and improve the overall economy



in the County. Proposed projects involve activities necessary to accommodate the growing wind energy industry in the County and to provide the infrastructure that will improve access to existing turbines as well as provide the opportunity to allow for future commercial and industrial expansion in the County. Although certain project activities may occur over a period of years, the eligible urban renewal projects under this original Plan include:

**1. Greene County Career Academy Project**

The County expects to enter into a 28E Agreement with the Greene County Community School District in order to share costs for the construction of a 23,000-square-foot facility to house a Greene County Career Academy. The designated purpose of the Academy would be to provide Greene County residents, including especially high school students and adult learners, with training and instruction for immediate employment in careers in demand in the local economy. Under the terms of a detailed 28E Agreement, the County would reimburse the Greene County Community School District up to \$5,000,000 for expenses incurred by the School District for the construction of the facility, provided that such expenses were previously paid by the School District and were exclusively attributable to the construction of the facility. The Greene County Community School District would be responsible for paying the County back a specified portion of such reimbursements in the event that the facility ceased being used for its designated purpose prior to the expiration of the Agreement. The Greene County School District would also be responsible for all expenses exclusively attributable to the construction of the facility in excess of \$5,000,000, as well as for all expenses that are not exclusively attributable to the construction of the facility.

**2. Public Improvements**

Project	Urban Renewal Project Description	Estimated Time Period	Estimated Cost to be Reimbursed by Tax Increment Financing	Rationale
Prj. 2a	Pavement overlay and widening project consisting of approximately 19 miles including: County Highway E-26 from County Highway P-33 east to the Greene/Boone County line, County Highway P-46 from State Highway 30 north to County Highway E-18, and County Highway E-18 from State Highway 144 east to the	2023-2028	\$8,550,000 to \$11,400,000	The project includes roadways that are part of the vital farm to market arterial road system and have had increased traffic due to the construction and maintenance of both Beaver Creek 1 and Beaver Creek 2 Wind Farms. Overlay and widening of the existing pavements will ensure continued access to the wind farms and agricultural



	Greene/Boone County line.			and commercial enterprises.
Prj. 2b	Pavement overlay and widening project consisting of approximately 19 miles including: County Highway P-33 from State Highway 30 north to County Highway E-18, County Highway E-26 from State Highway 4 east to County Highway P-33, and County Highway E-18 from approximately 2 miles east of County Highway P-29 east to State Highway 144.	2025-2030	\$9,500,000 to \$13,350,000	Construction and maintenance of the Beaver Creek 2 Wind Farm along with agricultural and commercial traffic necessitate improvements to the county highways identified. The roadways are currently paved and an overlay and widening project will extend the life of the system to accommodate future demands.
	<b>Total</b>		<b>Not to exceed range of \$18,050,000 to \$24,750,000</b>	

Note: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.

**3. Planning Fees, Engineering Fees (for Urban Renewal Plans), Attorney Fees, and Other Related Costs to Support Urban Renewal Projects and Planning**

Project	Date	Estimated cost
Fees and costs	Undetermined	\$10,000 to \$30,000

**I. FINANCIAL DATA**

1.	July 1, 2018 constitutional debt limit:	\$58,956,170
2.	Current outstanding general obligation debt:	\$0
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the County's constitutional debt limit be exceeded. The Board of Supervisors will consider each project proposal on	\$23,060,000 - \$29,780,000 This total does not include financing costs related to debt issuance, which will be incurred



<p>a case-by-case basis to determine if it is in the County's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:</p>	<p>over the life of the Area.</p>
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**J. PUBLIC BUILDING ANALYSIS**

The Greene County Career Academy Project proposed in this Plan involves support for the construction of a public building. If the Project is ultimately approved by the County, the County intends to finance the cost of the Project through tax increment financing. For the costs of the Project to be paid with tax increment funds created by a division of revenue under Iowa Code Section 403.19, Iowa law requires an analysis of alternative development options and funding for this urban renewal project, and reasons why such options would be less feasible than the use of incremental tax revenues to fund the project.

The total project cost for the construction of the Academy facility is estimated to be approximately \$5,000,000. The Greene County Community School District is supporting the project by managing and overseeing the construction of the facility, by paying all expenses related to the establishment and operation of the Career Academy that are not exclusively attributable to the construction of the facility, and by paying all expenses exclusively attributable to the construction of the facility in excess of \$5,000,000.

When completed, the Academy building will provide a site for a post-secondary educational institution to offer training and instruction for immediate employment in careers in demand in the local economy. The Academy will be used during the day for programming for high school students from all school districts in the County, including both those that are wholly contained within the County and those that extend across County lines. In the evening, courses will be offered for all residents of Greene County. Providing a skilled workforce is an essential element to attracting and retaining business and industry in the County, which in turn is essential to the creation and retention of jobs in the County. It is anticipated that the Academy will not only stimulate County-wide economic development, but also support continued economic development through time, both by providing new employment opportunities at the Academy itself and by sustaining a trained workforce for new, existing, and expanding industries in the County.

The County has considered various funding sources including tax increment financing, general obligation bonds, and solicitation of private donations. The County plans to rely on general obligation bonds for its funding for this project, but expects to use tax increment financing to abate the costs associated with the general obligation bonds. If the County were to rely only on general obligation bonds to be paid solely by the County's debt service levy (without using incremental tax revenues), only the County's taxpayers would be responsible for the payment of the bonds to finance the project. Given the fact that this project benefits the County, the school districts, and the other communities in the County,



using TIF to abate the costs of the project is the most feasible, fair, and equitable mechanism for helping to fund the proposed project.

#### **K. AGREEMENT TO INCLUDE AGRICULTURAL LAND**

The Greene County Beaver Creek Wind Farm Urban Renewal Area, as more specifically described in Exhibit A, consists of:

1. Certain wind turbine properties located in Greene County;
2. Certain easement rights of the wind turbine owners to drive ways for access to the turbine properties in connection with the operation of the wind turbines;
3. The full right-of-way of certain roads located in Greene County; and
4. A 49.92 net acre tract of land in the City of Jefferson where the Academy project will be constructed.

None of the property interests described in items 1-3, above, constitute agricultural land as defined in Iowa Code Section 403.17(3), and as such no agreements to include agricultural land are required in connection with the inclusion of those property interests in the creation of the Area.

The tract of land upon which the Academy project is to be constructed meets the definition of "agricultural land" in Iowa Code Section 403.17(3), and as such the County and agricultural land owner have entered into an agreement in which the agricultural land owner agrees to allow the County to include that real property defined as "Agricultural Land" in the Urban Renewal Area. A copy of the agreement is attached as Exhibit E. The original signed agreements are on file at the County Auditor's office.

#### **L. JOINT CITY/COUNTY AGREEMENT**

In accordance with Section 403.17(4) of the Code of Iowa, a County may exercise urban renewal powers with respect to property which is located within the boundaries of a City or outside of the City boundaries but within two (2) miles of the boundary, only if the County obtains the consent of the City. A Joint Agreement, which gives the County permission to include such property in the Urban Renewal Area, has been executed by the County and each of the following Cities: Jefferson, Dana, Paton, and Grand Junction. A form of the Joint Agreement is attached as Exhibit D. The original signed agreement will be on file with the County.

#### **M. URBAN RENEWAL FINANCING**

Greene County intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The County has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:



A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements or economic development incentives associated with development projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the County to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the County.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the County has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within Greene County. It may be the County will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The County may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with urban renewal projects for commercial or industrial development or other urban renewal projects. In addition, the County may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Areas. Alternatively, the County may determine to use available funds for making such loans or grants for urban renewal projects. In any event, the County may determine to use tax increment financing to reimburse the County for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the County to exercise any lawful power granted to the County under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

**N. PROPERTY ACQUISITION/DISPOSITION**

No property acquisition by the County is anticipated. If property acquisition/disposition by the County becomes necessary to accomplish the objectives of the Plan, such acquisition/disposition will be carried out, without limitation, in accordance with the Iowa Code.



## O. RELOCATION

The County does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the County will follow all applicable relocation requirements.

## P. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the County and the developer in implementing this Urban Renewal Plan and its supporting documents.

## Q. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a variety of reasons, including, but not limited to, changing the boundaries of the Area; modifying the types of renewal activities or the objectives of the Urban Renewal Plan; adding or changing urban renewal projects; and amending property acquisition and disposition provisions. The Board of Supervisors may amend this Plan in accordance with applicable state law.

## R. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and will remain in effect as a Plan until it is repealed by the Board of Supervisors.

With respect to the property included within the Greene County Beaver Creek Wind Farm Urban Renewal Area that is also included in an ordinance which designates that property as a tax increment area and is designated based on an economic development finding, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the County first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF Ordinance of the Greene County Beaver Creek Wind Farm Urban Renewal Area. The division of revenues shall continue on the Urban Renewal Area, for the maximum period allowed by law. If separate TIF ordinances or amendments thereto for separate parcel(s) or subareas are adopted as development in the Area warrants, each parcel or subarea may have a separate base and separate sunset or expiration date on the ability to collect increment.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the County for activities carried out under the Greene County Beaver Creek Wind Farm Urban Renewal Area shall be limited as deemed appropriate by the Board of Supervisors and consistent with all applicable provisions of law.



**S. SEVERABILITY CLAUSE**

If any part of the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of the Plan not determined to be invalid or unconstitutional.



## EXHIBIT A

### LEGAL DESCRIPTION OF AREA

The Greene County Beaver Creek Wind Farm Urban Renewal Area is described as follows:

The following turbines and access driveways:

Turbine #	Turbine Latitude	Turbine Longitude	Parcel ID #	Assessor's Legal	Address Number	St/Ave	Driveway Latitude	Driveway Longitude	Twp	Section #
1	N42 08 19.87	W94 12 36.62	427400901	27/85/29 BLL SW1/4 SE1/4	2266	150	42 8' 14.09	94 12' 36.50	Paton	27
2	N42 08 19.84	W94 12 17.12	427400902	27/85/29 BLL SE1/4 SE1/4	2294	150	42 8' 14.04	94 12' 16.99	Paton	27
4	N42 07 51.11	W94 13 50.85	433200902	33/85/29 BLL SE1/4 NE1/4	644	V	42 7' 50.65	94 13' 22.81	Paton	33
3	N42 07 51.13	W94 13 31.82	433200901	33/85/29 BLL SW1/4 NE1/4	644	V	42 7' 50.65	94 13' 22.81	Paton	33
5	N42 07 52.00	W94 13 14.83	434100901	34/85/29 BLL SW1/4 NW1/4	649	V	42 7' 48.54	94 13' 22.80	Paton	34
6	N42 07 52.17	W94 12 55.66	434100902	34/85/29 BLL SE1/4 NW1/4	649	V	42 7' 48.54	94 13' 22.80	Paton	34
7	N42 07 51.63	W94 12 39.55	434200901	34/85/29 BLL SW1/4 NE1/4	648	W	42 7' 48.22	94 12' 12.64	Paton	34
8	N42 07 51.68	W94 12 23.18	434200902	34/85/29 BLL SE1/4 NE1/4	648	W	42 7' 48.22	94 12' 12.64	Paton	34
9	N42 07 54.48	W94 12 04.82	435100901	35/85/29 BLL SW1/4 NW1/4	637	W	42 7' 54.40	94 12' 12.68	Paton	35
10	N42 08 07.99	W94 11 45.91	435100902	35/85/29 BLL NE1/4 NW1/4	2339	150	42 8' 13.95	94 11' 45.94	Paton	35
11	N42 08 08.16	W94 11 25.76	435200901	35/85/29 BLL NW1/4 NE1/4	2367	150	42 8' 13.91	94 11' 25.83	Paton	35
12	N42 08 02.37	W94 10 31.66	436100901	36/85/29 BLL NE1/4 NW1/4	2449	150	42 8' 14.04	94 10' 28.27	Paton	36
13	N42 07 26.94	W94 13 29.85	433400902	33/85/29 BLL SE1/4 SE1/4	698	V	42 7' 22.61	94 13' 22.62	Paton	33
14	N42 07 26.94	W94 13 54.21	433400901	33/85/29 BLL SW1/4 SE1/4	698	V	42 7' 22.61	94 13' 22.62	Paton	33
15	N42 07 37.18	W94 11 34.20	435400901	35/85/29 BLL NW1/4 SE1/4	674	X	42 7' 35.49	94 11' 3.16	Paton	35
16	N42 07 37.21	W94 11 12.59	435400902	35/85/29 BLL NE1/4 SE1/4	674	X	42 7' 35.49	94 11' 3.16	Paton	35
17	N42 07 18.24	W94 11 44.83	802100901	02/84/29 BLL NE1/4 NW1/4	703	W	42 7' 21.76	94 12' 12.67	N Junction	2
18	N42 07 07.35	W94 10 52.62	801100901	01/84/29 BLL NFR1/2 NW1/4 (EX LOT a &E60' AC)	733	X	42 7'4.64	94 11' 3.30	N Junction	1
19	N42 07 16.51	W94 10 31.78	801100902	01/84/29 BLL E60' AC NFR1/2 NW1/4	2445	160	42 7' 21.96	94 10' 32.28	N Junction	1
20	N42 06 35.65	W94 10 51.46	801300902	01/84/29 BLL SW1/4 SW1/4	779	X	42 6' 37.64	94 11' 3.29	N Junction	1



21	N42 06 42.33	W94 10 36.69	801300901	01/84/29 BLL NE1/4 SW1/4	779	X	42 6' 37.64	94 11' 3.29	N Junction	1
22	N42 06 48.59	W94 10 20.35	801400901	01/84/29 BLL NW1/4 SE1/4	762	Y	42 6' 49.53	94 9' 53.11	N Junction	1
23	N42 06 48.56	W94 10 00.36	801400902	01/84/29 BLL NE1/4 SE1/4	762	Y	42 6' 49.53	94 9' 53.11	N Junction	1
36	N42 06 19.69	W94 11 28.17	811200901	11/84/29 BLL NW1/4 NE1/4	2365	170	42 6' 25.37	94 11' 28.13	N Junction	11
37	N42 06 19.76	W94 11 11.24	811200902	11/84/29 BLL NE1/4 NE1/4	2387	170	42 6' 25.29	94 11' 11.14	N Junction	11
38	N42 06 12.24	W94 10 56.00	812100901	12/84/29 BLL SW1/4 NW1/4	825	X	42 6' 12.51	94 11' 3.17	N Junction	12
39	N42 06 18.56	W94 10 19.63	812200901	12/84/29 BLL W1/2 NW1/4 NE1/4	2463	170	42 6' 25.11	94 10' 19.55	N Junction	12
50	N42 05 53.53	W94 12 05.12	811300902	11/84/29 BLL NW1/4 SW1/4	861	W	42 5' 53.48	94 12' 13.08	N Junction	11
51	N42 05 52.93	W94 11 35.20	811400901	11/84/29 BLL NW1/4 SE1/4	862	X	42 5' 52.70	94 11' 3.00	N Junction	11
52	N42 05 53.26	W94 11 15.51	811400902	11/84/29 BLL NE1/4 SE1/4	862	X	42 5' 52.70	94 11' 3.00	N Junction	11
53	N42 05 50.32	W94 10 33.77	812300901	12/84/29 BLL NE1/4 SW1/4	850	Y	42 5' 24.70	94 9' 53.02	N Junction	12
54	N42 05 53.56	W94 10 10.44	812400901	12/84/29 BLL NE1/4 SE1/4	850	Y	42 5' 58.83	94 9' 53.02	N Junction	12
62	N42 05 24.83	W94 11 59.18	814100901	14/84/29 BLL NW1/4 NW1/4	917	W	42 5' 24.70	94 12' 12.94	N Junction	14
63	N42 05 25.55	W94 11 17.77	814200902	14/84/29 BLL NE1/4 NE1/4	916	X	42 5' 25.68	94 11' 2.98	N Junction	14
64	N42 05 25.74	W94 10 54.72	813100901	13/84/29 BLL NW1/4 NW1/4	2413	180	42 5' 33.09	94 10' 55.00	N Junction	13
72	N42 05 04.49	W94 10 41.46	813300901	13/84/29 BLL NE1/4 SW1/4	951	X	42 5' 6.83	94 11' 3.07	N Junction	13
73	N42 05 04.11	W94 10 18.25	813400901	13/84/29 BLL NW1/4 SE1/4	952	Y	42 5' 6.27	94 9' 52.96	N Junction	13
80	N42 04 17.92	W94 11 13.23	823200901	23/84/29 BLL SE1/4 NE1/4	1048	X	42 4' 15.65	94 11' 3.09	N Junction	23
81	N42 04 21.04	W94 10 45.74	824100901	24/84/29 BLL SW1/4 NW1/4	1037	X	42 4' 21.42	94 11' 3.10	N Junction	24
82	N42 04 23.29	W94 10 23.75	824200901	24/84/29 BLL SW1/4 NE1/4	1034	Y	42 4' 24.25	94 9' 52.87	N Junction	24
83	N42 04 23.40	W94 10 04.79	824200902	24/84/29 BLL SE1/4 NE1/4	1034	Y	42 4' 24.25	94 9' 52.87	N Junction	24

AND the following parcel:

1106251003, described as the W FR ½ of the NEFR ¼ of section 6 township T83N R30W

AND the following road rights-of-way:

Full road ROW on N Ave. from 100th St. south to Highway 4

Full road ROW on R Ave. from 100th St. south to 130th St.

Full road ROW on X Ave. from 100th St. south to 200th St.

*Final*



Full road ROW on S Ave. from 130th St. south to 220th St.

Full road ROW on V Ave. from 150th St. south to 170th St.

Full road ROW on W Ave. from 150th St. south to 220th St.

West road ROW on Y Ave. from 160th St. south to 200th St.

Full road ROW on 130th St. from N Ave. east to Y Ave.

Full road ROW on 150th St. from V Ave. east to Y Ave.

Full road ROW on 160th St. from W Ave. east to Y Ave.

Full road ROW on 170th St. from N Ave. east to Y Ave.

Full road ROW on 180th St. from W Ave. to Y Ave.

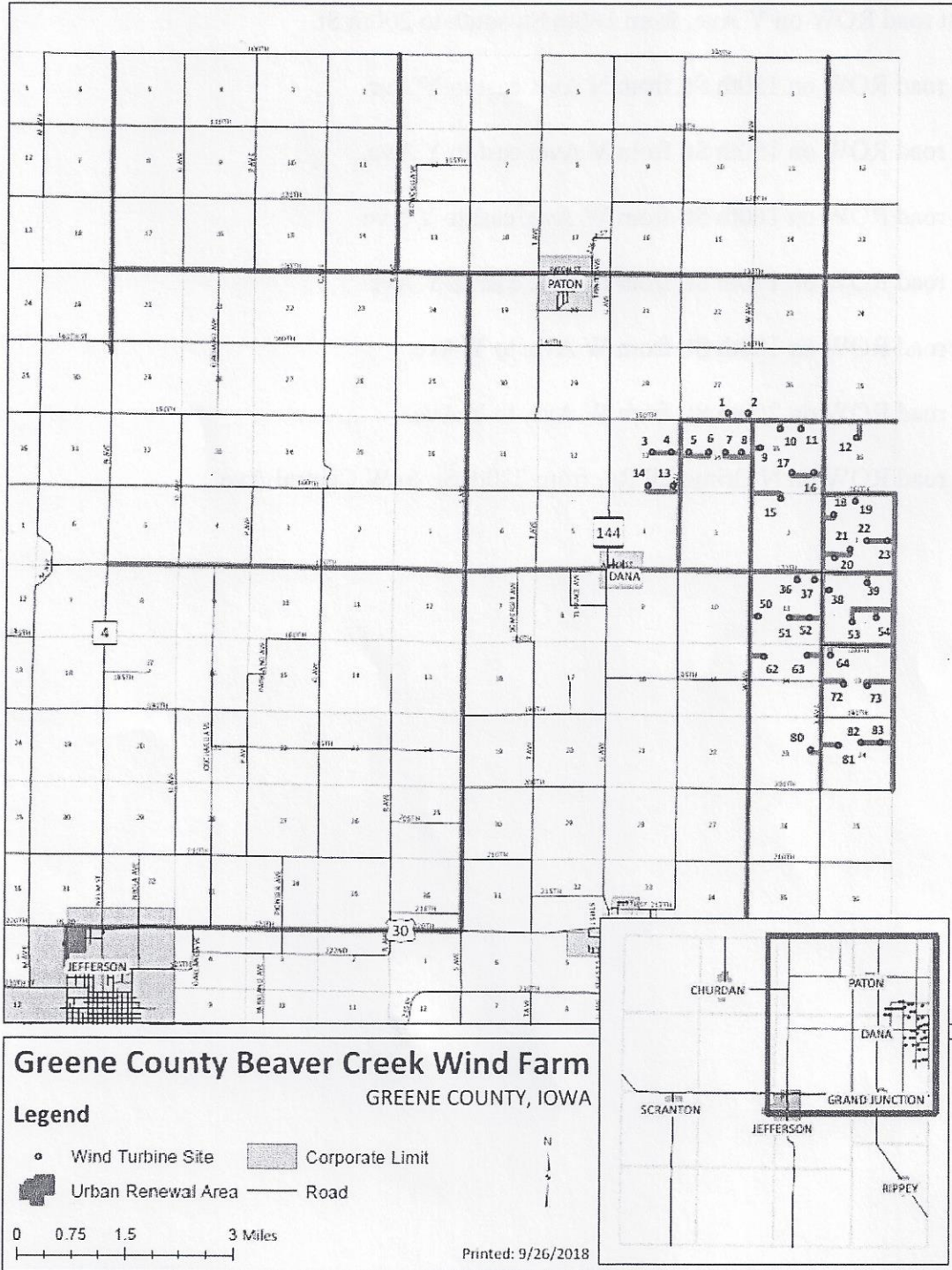
Full road ROW on 200th St. from W Ave. to Y Ave.

Full road ROW on N Grimmell Rd. from 220th St. to W Central Ave.



# EXHIBIT B

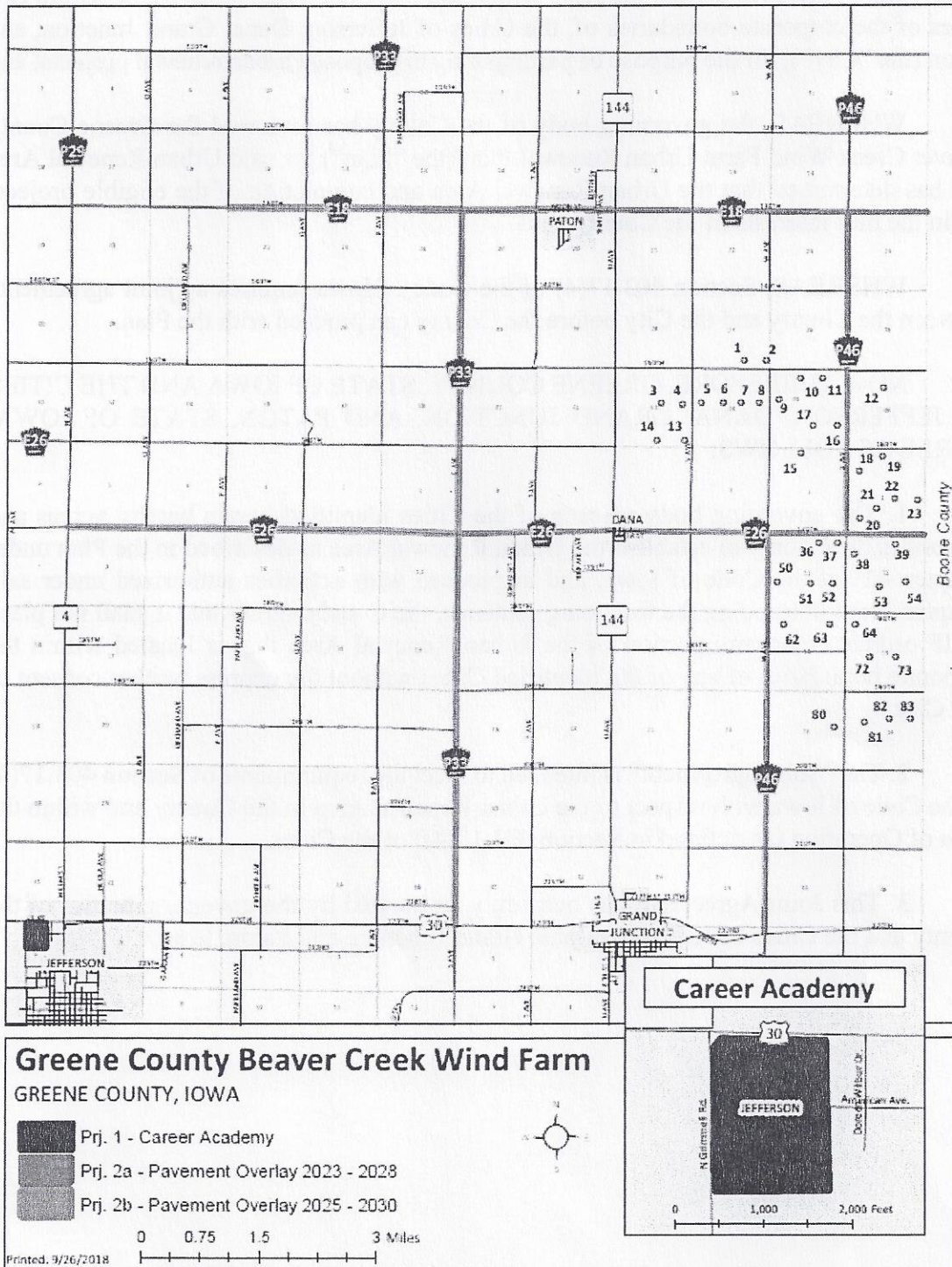
## GREENE COUNTY BEAVER CREEK WIND FARM URBAN RENEWAL AREA MAP





# EXHIBIT C

## GREENE COUNTY BEAVER CREEK WIND FARM URBAN RENEWAL AREA PROJECTS





## EXHIBIT D

### JOINT CITY/COUNTY AGREEMENT

WHEREAS, Greene County, Iowa (the "County") has proposed to establish the Greene County Beaver Creek Wind Farm Urban Renewal Area (the "Urban Renewal Area") which includes certain property within the corporate boundaries of, or within two miles of the corporate boundaries of, the Cities of Jefferson, Dana, Grand Junction, and Paton (the "City"), for the purpose of participating in proposed urban renewal projects; and

WHEREAS, the governing body of the County has reviewed the Greene County Beaver Creek Wind Farm Urban Renewal Plan (the "Plan") for said Urban Renewal Area and has determined that the Urban Renewal Area and completion of the eligible projects are in the best interests of the County; and

WHEREAS, Section 403.17(4) of the Code of Iowa requires a "joint agreement" between the County and the City before the County can proceed with the Plan.

NOW THEREFORE, GREENE COUNTY, STATE OF IOWA AND THE CITIES OF JEFFERSON, DANA, GRAND JUNCTION, AND PATON, STATE OF IOWA, AGREE AS FOLLOWS:

1. The governing body of each of the Cities identified herein hereby agrees and authorizes the County to establish the Urban Renewal Area as described in the Plan under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter. Notwithstanding the foregoing sentence, the County agrees that it shall not place a TIF ordinance on any portion of the Urban Renewal Area that is located within the corporate boundaries of any of the identified Cities without the express written consent of that City.
2. This "joint agreement" is intended to meet the requirements of Section 403.17(4) of the Code of Iowa with respect to the Urban Renewal Area in the County and within the Area of Operation (as defined in Section 403.17(4)) of the Cities.
3. This Joint Agreement has been duly authorized by the governing bodies of the County and the Cities of Jefferson, Dana, Grand Junction, and Paton, Iowa.







PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF JEFFERSON, STATE OF IOWA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF                        )  
GREENE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me a Notary Public in and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Jefferson, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for Greene County, Iowa



PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF DANA, STATE OF IOWA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF                        )  
GREENE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me a Notary Public in and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dana, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for Greene County, Iowa



PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF GRAND JUNCTION, STATE OF IOWA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF                        )  
GREENE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me a Notary Public in and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grand Junction, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for Greene County, Iowa



PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF PATON, STATE OF IOWA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF                        )  
GREENE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me a Notary Public in and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Paton, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for Greene County, Iowa



**EXHIBIT E**

**AGREEMENT TO INCLUDE AGRICULTURAL LAND  
IN THE GREENE COUNTY BEAVER CREEK WIND FARM  
URBAN RENEWAL AREA**

WHEREAS, Greene County, Iowa, (the "County") has proposed to establish the Greene County Beaver Creek Wind Farm Urban Renewal Area (the "Urban Renewal Area" or "Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(3) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property within the Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that Greene County, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the Greene County, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Name of Agricultural Land Owner: (signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

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