

**Conditional Use Permit Application (CUP)**

Permit # \_\_\_\_\_

**Property Information**

Parcel Information: **Selected:**

Parcel Information				Owner Information
Parcel ID Number	Site Address	City	Zoned as	Owner Name
02.06.3.75.001			AGRICULTURAL	PAVEK MARK & JACQUELINE

Are you the Landowner? No

Will you be using an authorized agent? No

**Landowner Information**

Landowner Information:

Name: Mark and Jaqueline Pavek

Phone #1: (612 ) 270 - 8291 Phone #2: ( ) -

Email Address:

Mailing Address: 6450 30th St W  
Elko MN 55020

**Applicant Information**

Applicant Information:

Name: USS Webster Solar LLC

Phone #1: (612 ) 294 - 6978 Phone #2: ( ) -

Email Address: david.watts@us-solar.com

Mailing Address: 100 N 6th St  
Suite 218C  
Minneapolis MN 55403

**Conditional Use Request**

Specific Use from 508 Use Table: Solar Energy Production in the "A" district

Explanation of requested CUP: USS Webster Solar LLC is requesting a CUP to construct, own, and operate a 1 MW(ac) community solar garden, a conditional use in the "A" district. USS Webster Solar LLC is a wholly-owned subsidiary of United States Solar Corporation ("US Solar"), which is headquartered in Minnesota.

**Site Plan**

Please attach a Site Plan: File 1: [Webster\\_CUP\\_Plans\\_SE\\_Layout.pdf](#)

**Legal Descriptions**

Legal Description of project: File 1: [Webster\\_Legal\\_Description.docx](#)

**Written Evidence/Criteria**

Criteria: File 1: [Attachment\\_-\\_Rice\\_County\\_CUP\\_Criteria\\_-\\_Webster\\_\(3\).pdf](#)

**Septic Information**

Is your septic system less than No  
5 years old or  
had a valid compliance  
inspection in the past 3 years?

**Additional Information**

Additional Information: File 1:  [CUP\\_Application\\_Narrative\\_Webster.pdf](#)

**Terms**

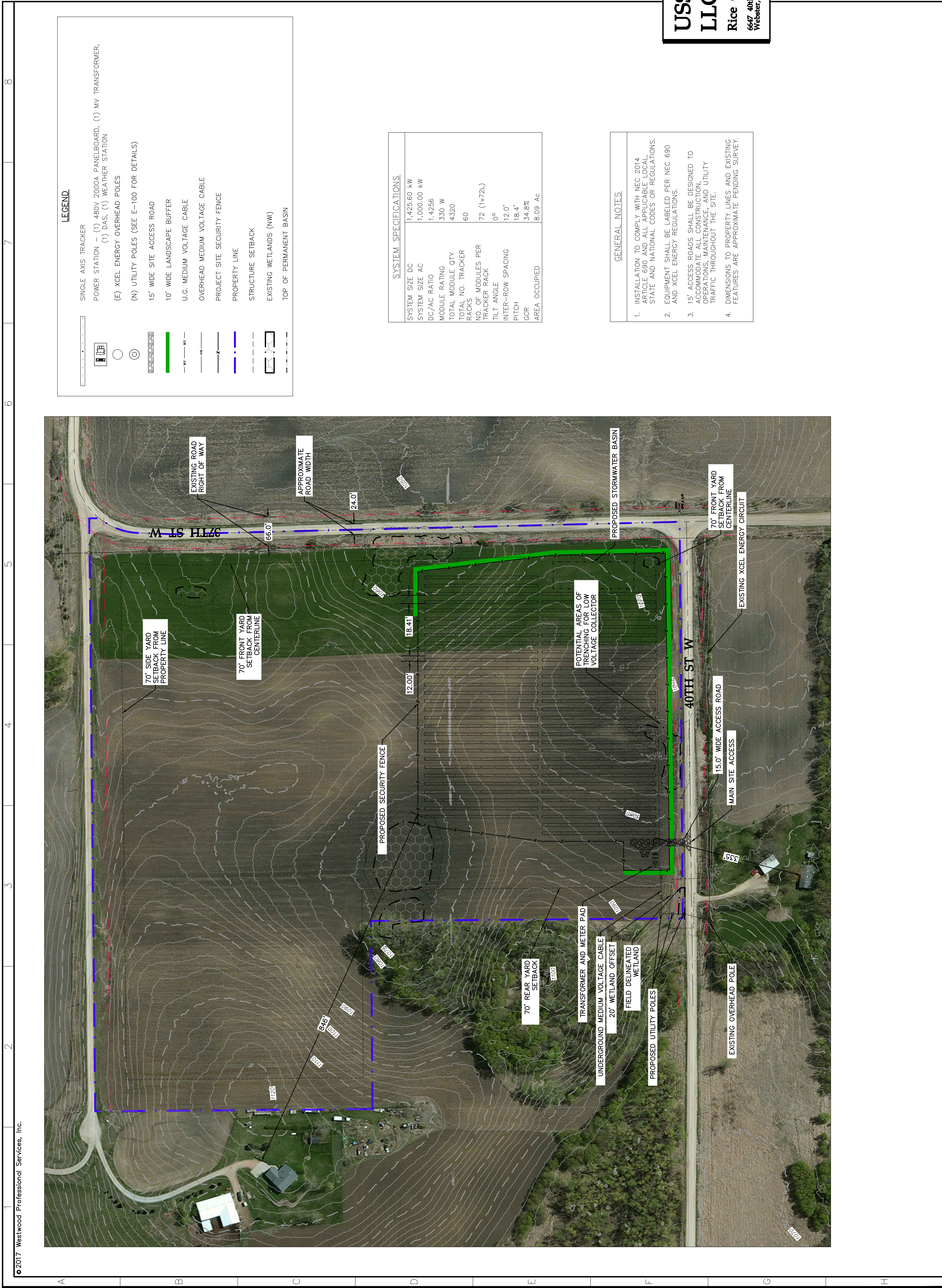
**Terms and Conditions**

Landowner or Applicant or Representative must attend the scheduled public hearings.

By checking the box above, I hereby certify that all data contained herein, as well as supporting data, are true and correct.

**Public Notes**

1/16/18-KM-Building permits required.



**LEGEND**

- [Symbol] SINGLE AXIS TRACKER
- [Symbol] POWER STATION - (1) 480V 2000A PANELBOARD, (1) MV TRANSFORMER, (1) DAS, (1) WEATHER STATION
- [Symbol] (E) XCEL ENERGY OVERHEAD POLES
- [Symbol] (N) UTILITY POLES (SEE E-100 FOR DETAILS)
- [Symbol] 15' WIDE SITE ACCESS ROAD
- [Symbol] 10' WIDE LANDSCAPE BUFFER
- [Symbol] U.G. MEDIUM VOLTAGE CABLE
- [Symbol] OVERHEAD MEDIUM VOLTAGE CABLE
- [Symbol] PROJECT SITE SECURITY FENCE
- [Symbol] PROPERTY LINE
- [Symbol] STRUCTURE SETBACK
- [Symbol] EXISTING WETLANDS (NW)
- [Symbol] TOP OF PERMANENT BASIN

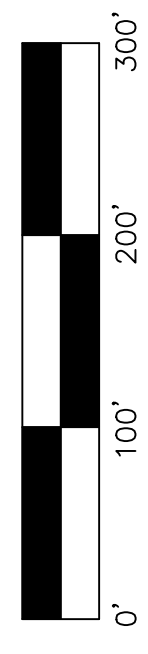
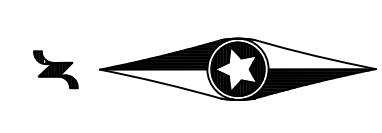
**SYSTEM SPECIFICATIONS**

SYSTEM SIZE DC	1,425.60 KW
SYSTEM SIZE AC	1,000.00 KW
DC/AC RATIO	1.4256
MODULE RATING	330 W
TOTAL MODULE QTY	4320
RACKS	60
NO. OF MODULES PER TRACKER RACK	72 (1x72L)
TILT ANGLE	0°
INTER-ROW SPACING	12.0'
PITCH	18.4'
GCR	34.8%
AREA OCCUPIED	8.09 AC

- GENERAL NOTES**
1. INSTALLATION TO COMPLY WITH NEC 2014 ARTICLE 690 AND ALL APPLICABLE LOCAL STATE AND NATIONAL CODES OR REGULATIONS.
  2. EQUIPMENT SHALL BE LABELED PER NEC 690 AND XCEL ENERGY REGULATIONS.
  3. 15' ACCESS ROADS SHALL BE DESIGNED TO ACCOMMODATE ALL CONSTRUCTION, OPERATIONS, MAINTENANCE, AND UTILITY TRAFFIC THROUGHOUT THE SITE.
  4. DIMENSIONS TO PROPERTY LINES AND EXISTING FEATURES ARE APPROXIMATE PENDING SURVEY.

**Westwood**  
 Phone (858) 937-5150  
 Fax (858) 937-5150  
 Email info@westwoodps.com  
 Westwood Professional Services, Inc.

**US/SOLAR**  
 100 N 6th St #218c  
 Minneapolis, MN 55403

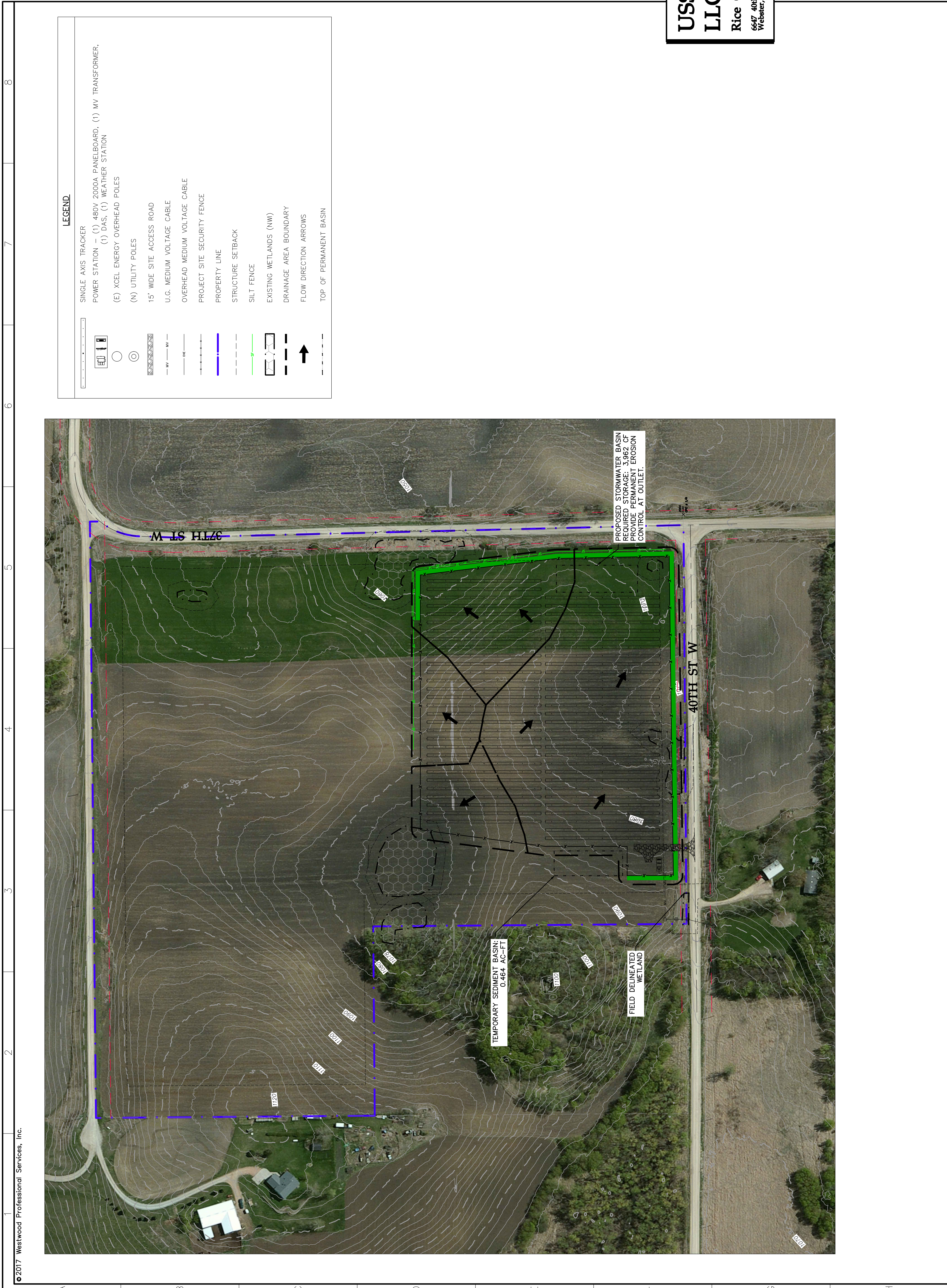


**USS Webster Solar LLC**  
 Rice County, Minnesota  
 6647 40th St W  
 Webster, MN 55088

**PV Site Plan**

**Not for Construction**

Date: 09/29/17  
 Sheet: C-100



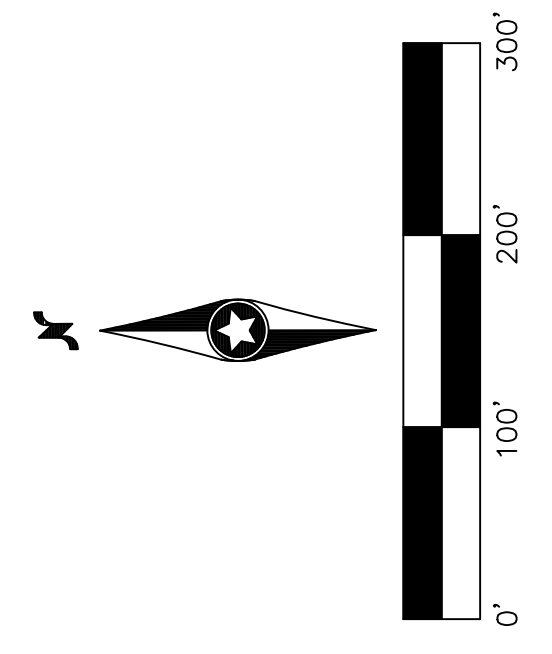
**LEGEND**

	SINGLE AXIS TRACKER
	POWER STATION - (1) 480V 2000A PANELBOARD, (1) MV TRANSFORMER, (1) DAS, (1) WEATHER STATION
	(E) XCEL ENERGY OVERHEAD POLES
	(N) UTILITY POLES
	15' WIDE SITE ACCESS ROAD
	U.G. MEDIUM VOLTAGE CABLE
	OVERHEAD MEDIUM VOLTAGE CABLE
	PROJECT SITE SECURITY FENCE
	PROPERTY LINE
	STRUCTURE SETBACK
	SILT FENCE
	EXISTING WETLANDS (NWI)
	DRAINAGE AREA BOUNDARY
	FLOW DIRECTION ARROWS
	TOP OF PERMANENT BASIN

**Westwood**  
 Phone (858) 937-5150 7689 Almagram Drive  
 San Diego, CA 92121  
 Fax (858) 937-5150  
 Toll Free (888) 937-5150 westwoodps.com  
 Westwood Professional Services, Inc.

Designed:	JDO	
Checked:	KMP	
Drawn:	JDO	
Record Drawing by/date:		
Revisions:		
#	DATE	DESCRIPTION

Prepared for:  
  
 100 N 6th St #218c  
 Minneapolis, MN 55403



**USS Webster Solar  
 LLC**  
 Rice County, Minnesota  
 6647 40th St W  
 Webster, MN 55088

Site Hydrology  
 Not for Construction  
 Date: 09/29/17  
 Sheet: C-103

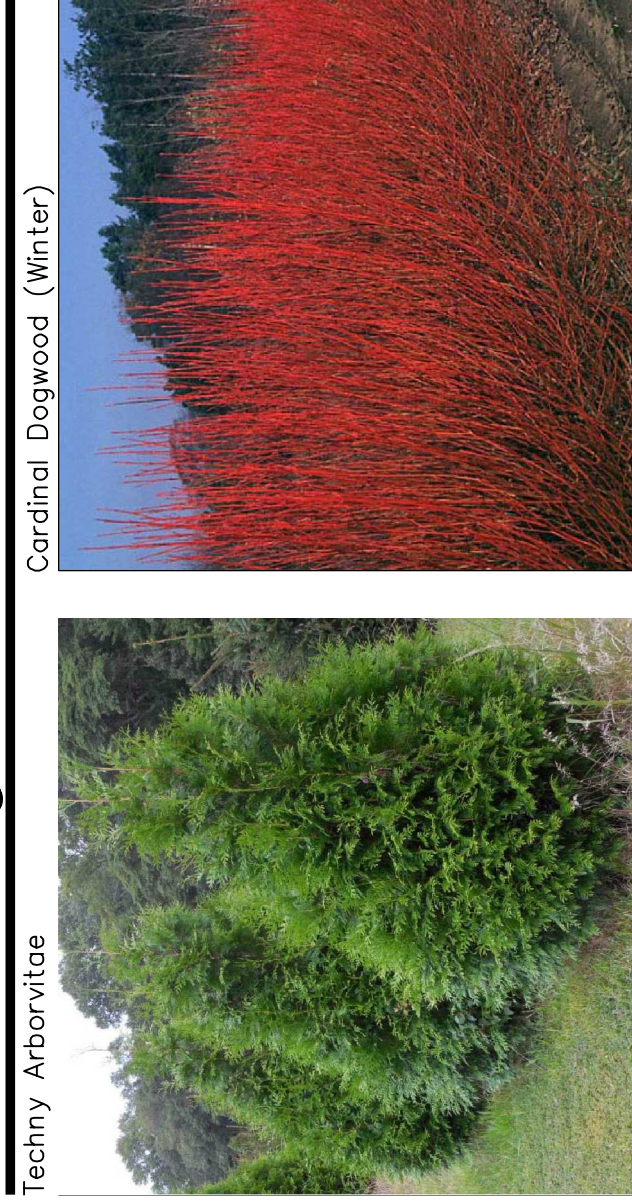


**Buffer Planting Schedule**

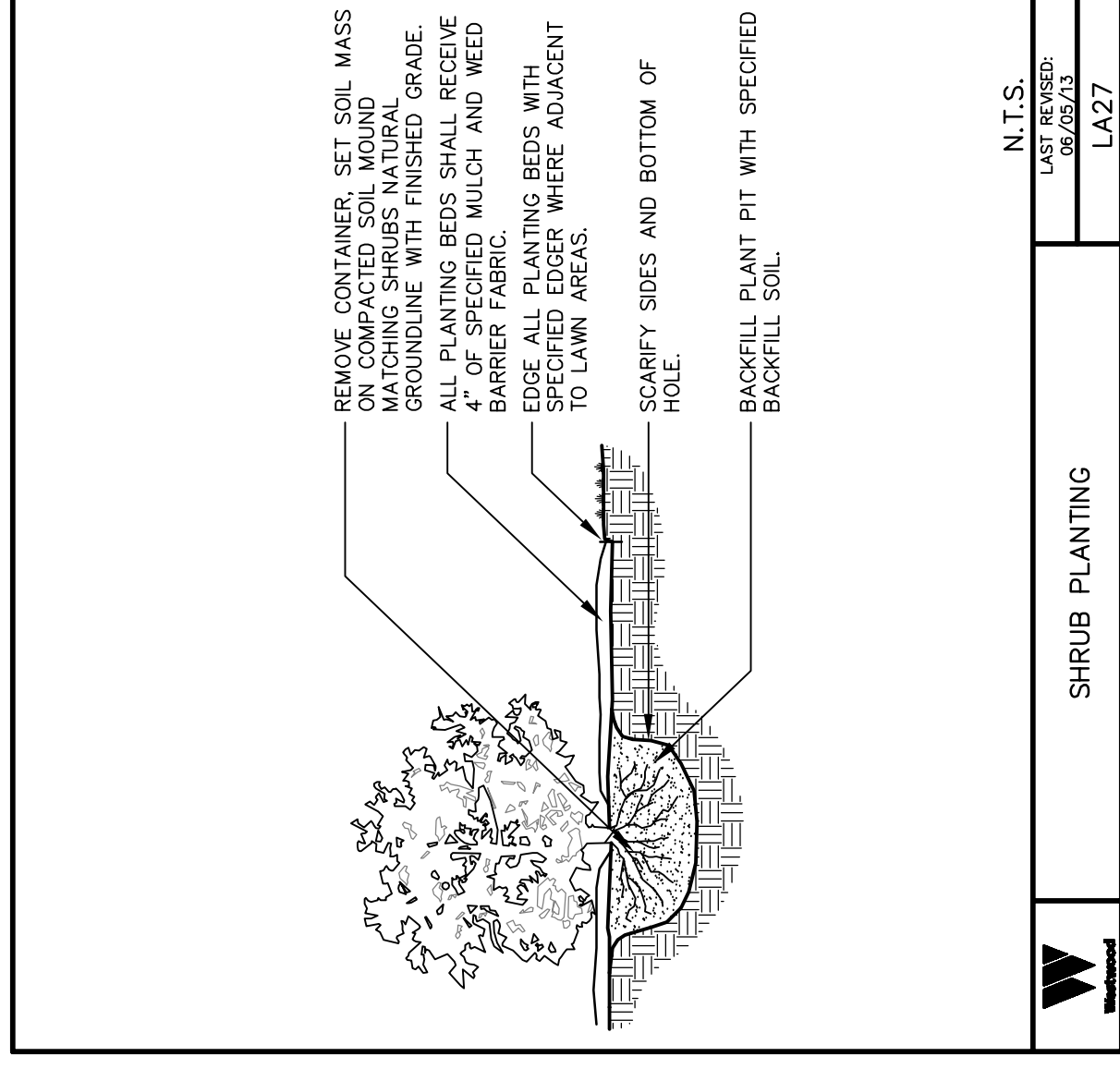
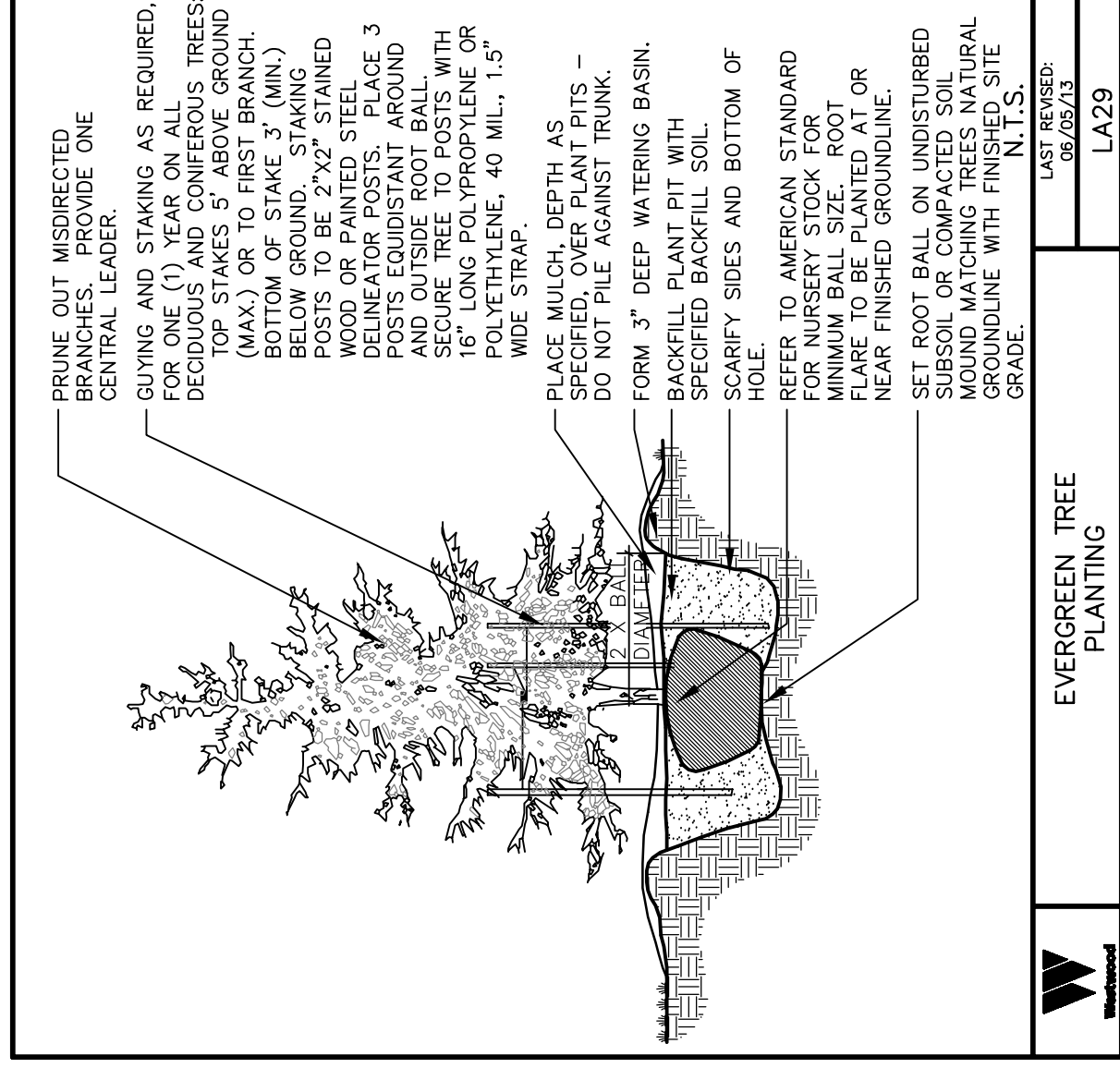
KEY	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING	O.C.	MATURE HEIGHT
	50	Techny Arborvitae / Thuja occidentalis 'Techny'	6' HT BB	8'-0" O.C. TYP.		12-15'
	133	Cardinal Dogwood / Cornus sericea 'Cardinal'	#5 CONT.	8'-0" O.C. TYP.		8'-10'

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

**Buffer Planting Materials**



**Planting Details**

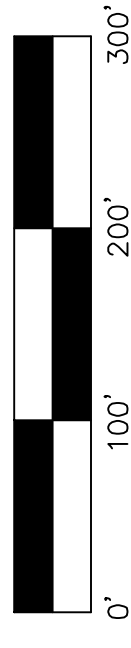


**Planting Notes**

- CONTRACTOR SHALL CONTACT GOPHER "ONE CALL" (651-454-0002 or 800-252-1166) TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
- ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL PROVIDE ONE YEAR GUARANTEE OF ALL PLANT MATERIAL. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
- ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:  
 ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.  
 ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.  
 ALL PLANTS SHALL BE FREE FROM UNDESIRABLE ROOTING HABITS.  
 ALL PLANTS SHALL HAVE HEAVY BRANCHING AND LEAFING.  
 CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
- PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
- PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
- PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
- PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
- REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
- PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
- BACKFILL SOIL AND TOPSOIL TO ADHERE TO MN/DOT STANDARD SPECIFICATION 3877 (COMMON TOPSOIL BORROW) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
- PROVIDE MULCH FOR ALL TREE AND SHRUB PLANTINGS PER DETAIL. MULCH TO BE SHREDDED HARDWOOD AND FREE OF DELETERIOUS MATERIAL. MULCH 3" DIAMETER RING AROUND ALL TREES AND SHRUBS TO A DEPTH OF 4". KEEP MULCH OFF TRUNK.
- CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
- REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

<b>Designed:</b>	NTM	
<b>Checked:</b>	NTM	
<b>Drawn:</b>	NTM	
<b>Record Drawing by/date:</b>		
<b>Revision</b>	<b>DATE</b>	<b>DESCRIPTION</b>

Prepared for:



**USS Webster Solar LLC**

Rice County, Minnesota  
 6647 40th St W  
 Webster, MN 55088

Preliminary  
 Landscape Plan

Not for Construction

Date: 09/29/17  
 Sheet: C-500

**EXHIBIT A TO**  
**MEMORANDUM OF LEASE AND SOLAR EASEMENT**

1. Lessor Property

One tract in Rice County, Minnesota described as follows:

Property ID: 0206375001

Deeded Acreage: 33.3

Legal Description:

The Southeast One-Quarter of the Southwest One-Quarter (SE1/4 of SW1/4) except the West Four Hundred Twenty (420) feet of the South Six Hundred Ninety-Five and Eleven One-Hundredths (695.11) feet thereof, of Section Six (6), Township One Hundred Twelve (112) North, Range Twenty-One (21) West, subject to an easement for roadway purposes only over and across the North Thirty-Three (33) feet thereof, Rice County, Minnesota

## Conditional Use Permits - Answer questions as they pertain to your request

**503.05 E.2. Review criteria for all conditional use permits.** In granting or renewing a conditional use permit, the Rice County Board of Commissioners shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety and general welfare of occupants of surrounding lands. Among other things, the following findings shall be made:

**a. Burden on public facilities.** The use will not create an excessive burden on existing parks, schools, streets and other public facilities and utilities that serve or are proposed to serve the area.

Community solar gardens (CSGs) impose no burden on public facilities. CSGs are not connected to government utilities (sewer, water, etc.) and do not require public services (police, fire, etc.). Traffic after construction is negligible. See Item H for more details on traffic.

**b. Sewer and water.** The site is adequate for water supply and on-site sewage treatment.

No water, sewage, or waste management services are required onsite. Portable waste facilities will be provided during the construction period.

**c. Compatible with surrounding uses.** The use will be sufficiently compatible or separated by distance or screening from adjacent agricultural or residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land.

The surrounding land uses and zoning are mostly agricultural with some rural residences, both of which are perfectly harmonious with solar. The array would be covered by approximately 1.5 million native plants, providing a sanctuary for bees, monarchs, songbirds, and pheasants. This pollinator-friendly habitat also reduces stormwater runoff, increases nearby crop yields, and improves air quality, water filtration rates, and soil nutrient levels. In fact, both the MN Farm Bureau and the MN Farmers Union support the development of CSGs, because they improve crop yields and protect agricultural land without damaging the rural character of the agricultural community.

The most comprehensive study of property values of parcels near large solar arrays was done by Kirkland Appraisals LLC across 9 states. The average distance from the home to the solar array was 150', and the study found no indication of any impact to property values, either positive or negative, due to a nearby solar array. More locally, the Chisago County Assessor analyzed property sales near the state's largest solar array (100x larger than this application) and found no impact to property values. All available data indicates no impact to property values.

Residences will be separated by distance and professional landscape screening, discussed further in Item D. Further, a screened CSG does not deter development of vacant land, though it does protect the agricultural land on which it is located.

**d. Appearance.** The structure and site shall have an appearance that will not have an adverse effect upon adjacent residential properties.

Our systems will differ in appearance compared to most solar gardens in the state. Most of the constructed CSGs in Minnesota utilize fixed-tilt systems. Fixed-tilt systems permanently face south and have an approximate height of 15'. Our systems utilize single-axis trackers, which rotate from east to west as the sun rises and sets. These systems are much shorter, with average height of 5'-7', with a maximum height of 9' at maximum tilt. These shorter systems can be screened much more effectively.

With a Minnesota licensed landscape architect, we developed a landscape screening plan using *Techne Arborvitae* and *Cardinal Dogwood*. The plan provides pleasing landscape screening from residences and public rights-of-way, as well as a healthy habitat for local wildlife. The combination of *Techne Arborvitae* and *Cardinal Dogwood* has been well-received in similar areas, but we are happy to amend our plant selection based on feedback from the community and County. See attached Landscape Screening Plan in Appendix I for more details.

There are not many residences in the area, but the nearest residences are both setback a great distance from the CSG, as well as screened by existing and proposed vegetation. In addition, our proposed array well exceeds the required setbacks established in Chapter 509.05 of the Rice County Ordinance.

We propose an 8' farm-field style (often referred to as page wire or livestock) fence without barbwire. Typically, rural communities prefer this to the alternative, an 8' chain-link fence without barbwire. Again, we are open to feedback from the community and County.

**e. County needs.** The use is reasonably related to the overall needs of the County and to the existing land use.

Rice County needs electricity. Much of the County is serviced by Xcel Energy (including Faribault, Northfield, Webster, Lonsdale, and more). Xcel Energy created this community solar program with the MN Public Utilities Commission, due to the state mandate to achieve 1.5% of electric production from solar energy by 2020. By approving a CSG, Rice County would decrease the amount of imported electricity and burning of fossil fuels.

In addition, Rice County needs to continue to satisfy its taxpayers and provide them economic opportunities, in this case the Pavsek family who wants us to develop a CSG. This will also provide increased tax revenue to the County.

**f. Zoning district purposes.** The use is consistent with the purposes of this Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.

This use is consistent with the Ordinance, because Solar Energy Production is a conditional use in the "A" district, and our application meets all Ordinance requirements. The use is also consistent with the purposes of the Agricultural zoning district, as detailed below.

- Goal 50- CSGs effectively protect agricultural land and environmentally sensitive areas. This 10-acre CSG thwarts development of that agricultural land and enables the landowner to leave the remaining acreage in production, while increasing and diversifying income, maintaining high-quality agricultural land. The pollinator-friendly habitat improves drainage, air quality, water quality, soil nutrient levels, and more, improving conditions for environmentally sensitive areas. After this project's life, the land will be viable to return to agricultural production, if the landowner chooses.
- Goal 52 - CSGs diversify the economic mix for Rice County and promotes a business related to agriculture. This use that enhances agricultural uses also increases the tax base and results in a private-investment in stellar pollinator-friendly habitat.
- Goal 54 - CSGs minimize conflicts between agricultural and non-agricultural uses with this quasi-agricultural use. This essentially cultivates the sun and harvests electricity, while providing a quantifiable benefit to nearby crop yields. There is no conflict between agricultural activity and a CSG.
- Goal 38 - CSGs do not prohibit housing or clustering.

**g. Comprehensive Plan.** The use is in conformance with the Rice County Comprehensive Land Use Plan of the County.

CSGs are allowed in the zoning ordinance, so this use is compatible with the Rice County Comprehensive Land Use Plan.

**h. Traffic.** The use will not cause traffic hazard or congestion.

During the operation of the CSG, we expect approximately 4 annual visits to the site for preventative maintenance of equipment and landscape maintenance. These maintenance trips involve approximately 2 workers and standard utility vehicles. Therefore, the traffic after construction is negligible.

During construction, we expect a total of approximately 15 deliveries in 40' containers. We expect these deliveries to occur in 4-6 weeks, and we expect no more than 4 deliveries per day. Delivery routes will be designed to impose the smallest traffic impact on the local community. We will coordinate with local authorities as to the preferred times and routes prior to commencement of construction.

The site will be accessed off of 40<sup>th</sup> St W, with a 15'-wide access road heading north directly into the project area.

**i. Effect on businesses.** Existing businesses nearby will not be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare or general unsightliness.

There is very little commercial business activity nearby. However, CSGs impose no adverse impact to businesses and customer trade. CSGs do not produce offensive noise, glare, vibration, dust or unsightliness. We comply with all noise regulations during construction, the Solar Glare Hazard Analysis Tool (SGHAT) confirms there is no glare implication, and the professional landscape screening plan eliminates any perceived unsightliness. Existing businesses nearby will not be adversely affected.



**503.05 H.1 Additional criteria and conditions in Shoreland Districts.** Conditional uses allowed in Shoreland Districts shall be subject to the following additional information, evaluation criteria and conditions:  
**Additional evaluation criteria.** A thorough evaluation of the water body and the topographic, vegetation, and soils conditions on the site must be made to ensure all of the following:

- a. Soil erosion.** The prevention of soil erosion or other possible pollution of public waters, both during and after construction.
- b. Visual impact.** The visibility of structures and other facilities as viewed from public waters is limited
- c. Watercraft.** The types, uses, and number of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.



USS WEBSTER SOLAR LLC  
CONDITIONAL USE PERMIT  
APPLICATION



## COVER LETTER

January 12, 2018  
Rice County Planning Commission  
320 Third Street NW  
Faribault, MN 55021

**RE: Application by USS Webster Solar LLC for a Conditional Use Permit to Construct and Operate a 1-MW Community Solar Garden**

Dear Rice County Planning Commission,

Attached, please find an application for a Conditional Use Permit (“CUP”) to construct and operate a community solar garden in the Agricultural District within Webster Township. Pursuant to Chapter 508 (the “Ordinance”), the request is being made by USS Webster Solar LLC on behalf of United States Solar Corporation (“US Solar”). US Solar, a small business headquartered in Minnesota, is a turnkey community solar developer, coordinating all project details—development, permits, finance, construction, management, insurance, maintenance, monitoring, and customer service.

USS Webster Solar LLC plans to develop and construct a 1-megawatt (MW) community solar garden on approximately 8.09 acres of a 33.3-acre parcel in Webster Township at 6647 40<sup>th</sup> St W, Webster, MN 55088, Parcel ID 0206375001 (“the Property”) through Rice County’s CUP process. It is the intent of USS Webster Solar LLC to market subscriptions to schools, cities, nearby residential customers, and more in Xcel Energy territory in Rice County and neighboring counties.

USS Webster Solar LLC chose this Property because it is well-suited for the use, and it conforms to all the requirements delineated by Rice County for such a permit. The project has a fully-executed Interconnection Agreement with Xcel Energy. We appreciate the coordination and insights already provided by Rice County staff and look forward to working with both Webster Township and Rice County.

Please contact us with any questions, comments, or points for clarification. We look forward to working with the Board on this project.

Sincerely,



**David Watts – Project Developer**

USS Webster Solar LLC  
100 N 6th St., Suite 218C  
Minneapolis, MN 55403  
W: (612) 294.6978 C: (612) 859.7575  
E: david.watts@us-solar.com

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APPENDIX I – SITE PLANS AND PROJECT MAPS

APPENDIX II – INTERCONNECTION AGREEMENT DETAILS

APPENDIX III – COPY OF MEMORANDUM OF LEASE OPTION

## PROJECT SUMMARY

USS Webster Solar LLC respectfully submits this CUP application to construct, own, and operate a 1-MW(ac) community solar garden on approximately 8.09 acres of a 33.3-acre parcel in Webster Township at 6647 40<sup>th</sup> St W, Webster, MN 55088, Parcel ID 0206375001. The parcel is owned by Mark and Jaqueline Pavek. US Solar has a Lease Agreement with the landowner.

Surrounding land use is primarily agricultural, with other farmsteads within a half mile of the project. We plan to reach out to neighbors in the immediate vicinity of the Project to share our plans and ensure their concerns have been discussed prior to meeting with the Planning Commission. We will also discuss our plans with the Township prior to meeting with the Planning Commission.

The project will generate enough electricity to power approximately 225 homes annually and interconnect directly to the existing distribution system of Xcel Energy. Residents, businesses, and public entities in and around Rice County who are Xcel Energy customers may subscribe to a portion of the electricity generated and receive bill credits on their Xcel Energy bills. In this way, local residents and businesses receive a direct economic benefit from the project. USS Webster Solar LLC is contracted to deliver electricity for a period of 25 years, commencing on the date of commercial operation, which is expected to occur in the first half of 2018.

## LOCAL ECONOMIC IMPACT

In addition to discounted electric bills, this Project will have a positive economic impact, detailed below.

### Already Spent

- ~\$5,000 on travel, meals, legal fees, and county recordings
- ~\$40,000 on local engineering, legal, and environmental consulting services

### During Construction

- ~\$2,200,000 on capital infrastructure investment
- ~\$900,000 on local spending
- 15+ temporary construction and related service jobs, equivalent to ~4 full-time job years

### During Operation

- ~\$12,000 - \$15,000 on increased property tax payments during operation
- ~0.5 permanent full-time employees (\$22,500/yr, totaling \$562,000 over 25 years)

## ORDINANCE CRITERIA

**a. Burden on public facilities.** The use will not create an excessive burden on existing parks, schools, streets and other public facilities and utilities that serve or are proposed to serve the area.

Community solar gardens (CSGs) impose no burden on public facilities. CSGs are not connected to government utilities (sewer, water, etc.) and do not require public services (police, fire, etc.). Traffic after construction is negligible. See Item H for more details on traffic.

**b. Sewer and water.** The site is adequate for water supply and on-site sewage treatment.

No water, sewage, or waste management services are required onsite. Portable waste facilities will be provided during the construction period.

**c. Compatible with surrounding uses.** The use will be sufficiently compatible or separated by distance or screening from adjacent agricultural or residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land.

The surrounding land uses and zoning are mostly agricultural with some rural residences, both of which are perfectly harmonious with solar. The array would be covered by approximately 1.5 million native plants, providing a sanctuary for bees, monarchs, songbirds, and pheasants. This pollinator-friendly habitat also reduces stormwater runoff, increases nearby crop yields, and improves air quality, water filtration rates, and soil nutrient levels. In fact, both the MN Farm Bureau and the MN Farmers Union support the development of CSGs, because they improve crop yields and protect agricultural land without damaging the rural character of the agricultural community.

The most comprehensive study of property values of parcels near large solar arrays was done by Kirkland Appraisals LLC across 9 states. The average distance from the home to the solar array was 150', and the study found no indication of any impact to property values, either positive or negative, due to a nearby solar array. More locally, the Chisago County Assessor analyzed property sales near the state's largest solar array (100x larger than this application) and found no impact to property values. All available data indicates no impact to property values.

Residences will be separated by distance and professional landscape screening, discussed further in Item D. Further, a screened CSG does not deter development of vacant land, though it does protect the agricultural land on which it is located.

**d. Appearance.** The structure and site shall have an appearance that will not have an adverse effect upon adjacent residential properties.

Our systems will differ in appearance compared to most solar gardens in the state. Most of the constructed CSGs in Minnesota utilize fixed-tilt systems. Fixed-tilt systems permanently face south and have an approximate height of 15'. Our systems utilize single-axis trackers, which rotate from east to west as the sun rises and sets. These systems are much shorter, with average height of 5'-7', with a maximum height of 9' at maximum tilt. These shorter systems can be screened much more effectively.

With a Minnesota licensed landscape architect, we developed a landscape screening plan using *Techne Arborvitae* and *Cardinal Dogwood*. The plan provides pleasing landscape screening from residences and public rights-of-way, as well as a healthy habitat for local wildlife. The combination of *Techne Arborvitae* and *Cardinal Dogwood* has been well-received in similar areas, but we are happy to amend our plant selection based on feedback from the community and County. See attached Landscape Screening Plan in [Appendix I](#) for more details.

There are not many residences in the area, but the nearest residences are both setback a great distance from the CSG, as well as screened by existing and proposed vegetation. In addition, our proposed array well exceeds the required setbacks established in Chapter 509.05 of the Rice County Ordinance.

We propose an 8' farm-field style (often referred to as page wire or livestock) fence without barbwire. Typically, rural communities prefer this to the alternative, an 8' chain-link fence without barbwire. Again, we are open to feedback from the community and County.

**e. County needs.** The use is reasonably related to the overall needs of the County and to the existing land use.

Rice County needs electricity. Much of the County is serviced by Xcel Energy (including Faribault, Northfield, Webster, Lonsdale, and more). Xcel Energy created this community solar program with the

MN Public Utilities Commission, due to the state mandate to achieve 1.5% of electric production from solar energy by 2020. By approving a CSG, Rice County would decrease the amount of imported electricity and burning of fossil fuels.

In addition, Rice County needs to continue to satisfy its taxpayers and provide them economic opportunities, in this case the Pavak family who wants us to develop a CSG. This will also provide increased tax revenue to the County.

**f. Zoning district purposes.** The use is consistent with the purposes of this Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.

This use is consistent with the Ordinance, because Solar Energy Production is a conditional use in the "A" district, and our application meets all Ordinance requirements. The use is also consistent with the purposes of the Agricultural zoning district, as detailed below.

- Goal 50- CSGs effectively protect agricultural land and environmentally sensitive areas. This 10-acre CSG thwarts development of that agricultural land and enables the landowner to leave the remaining acreage in production, while increasing and diversifying income, maintaining high-quality agricultural land. The pollinator-friendly habitat improves drainage, air quality, water quality, soil nutrient levels, and more, improving conditions for environmentally sensitive areas. After this project's life, the land will be viable to return to agricultural production, if the landowner chooses.
- Goal 52 - CSGs diversify the economic mix for Rice County and promotes a business related to agriculture. This use that enhances agricultural uses also increases the tax base and results in a private-investment in stellar pollinator-friendly habitat.
- Goal 54 - CSGs minimize conflicts between agricultural and non-agricultural uses with this quasi-agricultural use. This essentially cultivates the sun and harvests electricity, while providing a quantifiable benefit to nearby crop yields. There is no conflict between agricultural activity and a CSG.
- Goal 38 - CSGs do not prohibit housing or clustering.

**g. Comprehensive Plan.** The use is in conformance with the Rice County Comprehensive Land Use Plan of the County.

CSGs are allowed in the zoning ordinance, so this use is compatible with the Rice County Comprehensive Land Use Plan.

**h. Traffic.** The use will not cause traffic hazard or congestion.

During the operation of the CSG, we expect approximately 4 annual visits to the site for preventative maintenance of equipment and landscape maintenance. These maintenance trips involve approximately 2 workers and standard utility vehicles. Therefore, the traffic after construction is negligible.

During construction, we expect a total of approximately 15 deliveries in 40' containers. We expect these deliveries to occur in 4-6 weeks, and we expect no more than 4 deliveries per day. Delivery routes will be designed to impose the smallest traffic impact on the local community. We will coordinate with local authorities as to the preferred times and routes prior to commencement of construction.

The site will be accessed off of 40<sup>th</sup> St W, with a 15'-wide access road heading north directly into the project area.

**i. Effect on businesses.** Existing businesses nearby will not be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare or general unsightliness.

There is very little commercial business activity nearby. However, CSGs impose no adverse impact to businesses and customer trade. CSGs do not produce offensive noise, glare, vibration, dust or

unsightliness. We comply with all noise regulations during construction, the Solar Glare Hazard Analysis Tool (SGHAT) confirms there is no glare implication, and the professional landscape screening plan eliminates any perceived unsightliness. Existing businesses nearby will not be adversely affected.

### **503.05 H.1 Additional criteria and conditions in Shoreland Districts.**

The CSG is not in a Shoreland District.

## **SELECTING THIS PROPERTY**

The Property was selected because of its solar resource, physical characteristics, proximity and access to high-value 3-phase distribution facilities, applicable zoning and permit requirements, and willingness of the landowner.

- Solar Resource
  - Relatively large, flat, and open to provide unobstructed access to natural sunlight
- Physical Characteristics
  - Limited grading, if any, maintaining natural topsoil and existing drainage patterns
  - Not in Agricultural Preserve
  - No impact to wetlands or neighboring properties
  - Adequate space for setbacks or landscape screening
  - Soils capable of supporting facility and equipment
  - No water or other infrastructure improvements needed
- Proximity to Distribution Facilities
  - Existing distribution line on 40<sup>th</sup> St W
  - Adequate capacity for the Project on existing distribution line and other infrastructure
  - Supplies electricity throughout the local community
- Capacity Screens with Xcel Energy
  - Existing substation in relatively close proximity with adequate capacity for the Project

## **LOGISTICS**

### **DESCRIPTION OF OPERATIONS**

The major equipment components of a community solar garden are solar panels, inverters, and racking. Single-axis tracker racks provided by a vetted manufacturer hold up the solar panels, reaching a maximum height of approximately 9 feet. Racking is installed with I-beams that are anchored into the ground to the appropriate depth to guarantee long-term stability and structural soundness, based on detailed structural and geotechnical analysis. Piles also facilitate decommissioning at the end of the life of the community solar garden, as they do not require cement foundations and are easily removed. Most importantly, we will provide ongoing maintenance of all our community solar gardens, both equipment and site conditions. On a regular schedule, we will analyze solar array performance, detecting and diagnosing any production anomalies, identifying and addressing underperformance issues, managing service teams and technicians, and contacting landowners and the utility if necessary.



## **SITE VISITS DURING OPERATION**

Approximately once per quarter, one vehicle with approximately two (authorized and insured) employees will be sent out to perform routine maintenance on the site, in addition to any unplanned maintenance. During the first few years, one vehicle with approximately two vegetation maintenance employees will visit the site a handful of times per year, to ensure the health of vegetation and landscaping. The facility will be fenced, locked, and remotely monitored. The proposed community solar garden, once operational, requires no daily traffic. In addition, Xcel Energy personnel will have an easement to support maintenance activities of their interconnection point.

## **VEHICLES**

Trucks for maintenance activities will be standard, with minimal tooling and parts for activities as described above.

## **PARKING**

During the operational phase of the community solar garden, there will be approximately two parking spots within the boundaries of the perimeter fence. During construction, a temporary parking area will be created for installation crews, delivery trucks (as needed), and construction and supervision personnel.

## **STRUCTURES**

All monitoring is done remotely. No permanent structures will be built onsite.

## **STORAGE DURING OPERATION**

As referenced above, there will be no equipment or materials storage onsite.

## **SIGNAGE**

There will be no external signage of the facility. To provide safety and support good practices, labeling of electrical equipment requires internal signage. All signage will follow sign regulations in the Ordinance and National Electric Code.

## **WATER, SEWAGE, AND WASTE**

No water, sewage, or waste management services are required onsite. Portable waste facilities will be provided during the construction period.

## **CONSTRUCTION TRIPS**

Construction is expected to last 3-4 months, with most deliveries in the first month and most electrical testing in the later stages of construction. Delivery expectations are listed below.

- Modules will come on 40-foot flatbed trucks or in 40-foot containers.
  - We expect no more than 8 deliveries for all solar modules.

- We expect no more than 5 container trucks to deliver racking material.
- We expect no more than 2 deliveries for inverters, switchgears, and transformer.
- We expect 4 trips for Balance of Plant equipment, in containers that are 40 feet or smaller.
- We expect no more than 4 deliveries per day.

Delivery routes will be designed to pose the smallest traffic impact in the local community. We will coordinate with local authorities as to preferred times and routes prior to construction mobilization.

Construction employees will park within the Project premises. There will be no permanent storage on-site. Employees will be provided with mobile waste management options sourced from the local area. USS Webster Solar LLC takes responsibility for maintenance or replacement or new installation of any drain tile servicing this site, if USS Webster Solar LLC and landowner determine it necessary. The Project will comply with Minnesota Rules 7030 governing noise.

## SITE PLAN

The proposed site plan is enclosed as [Appendix I](#) to describe our design of the community solar garden, showing the parcel, community solar garden dimensions and specifications, setbacks, and more. The site plan, along with narrative and other associated figures in the Exhibits, address all requirements listed in the Ordinance.



EXAMPLE OF A SOLAR PROJECT IN CONSTRUCTION



EXAMPLE OF A SOLAR PROJECT IN OPERATION

## SITE ACCESS

An unpaved access road will be built from the public road to the solar array. This provides necessary access for construction, regular mowing and maintenance activities, and decommissioning of the garden, while minimizing impact to ongoing farming operations. The road also provides access in the unlikely event that emergency crews are needed onsite. There is a simple process for construction of the access road:

- (1) Remove topsoil from a 15-foot wide area and store this onsite as a berm,
- (2) Lay down a geotech fabric barrier, if necessary, to prevent vegetative growth, and
- (3) Install approximately four to eight inches of aggregate material.

This Project will be accessed from a 15-foot-wide access road directly off 40<sup>th</sup> St W. The access road will head north directly to the community solar garden location. USS Webster Solar LLC will be working with the road authority, Webster Township, prior to the Planning Commission. See [Appendix I](#) for a depiction of the access road.

## LANDSCAPE SCREENING PLAN

We understand and appreciate that many communities would like to see landscape screening that not only shields the project from view of neighbors and passersby, but also fit with the neighborhood and benefit the local environment. USS Webster Solar LLC has consulted with local contractors and arborists, including Westwood Professional Services, with experience in landscape screening in the area to create a professional landscape screening plan. [Appendix I](#) includes a complete landscaping plan, showing the size, quantity, planting spacing, and appropriate species of vegetation to accomplish effective screening.

We propose to plant 50 Techne Arborvitae and 133 Cardinal Dogwoods along the SW corner of the array, southern perimeter of the array, eastern perimeter of the array, and NE corner of the array.

Techne Arborvitae reach 12'-15' at maturity and provide thick, year-round visual screening.

Quick-growing Cardinal Dogwood shrubs will provide buffer screening and beautification. The dogwoods, although deciduous, will provide visual appeal throughout the winter with their bright red stems. The plant selected is native to the local landscape, screens effectively, and provides beneficial wildlife habitat.

USS Webster Solar LLC will ensure the landscaping plan, which was prepared by a Minnesota registered landscape architect, is approved by Rice County. The following document was referenced to determine which species of vegetation would be appropriate for the site: *Minnesota's Native Vegetation: A Key to Natural Communities, version 1.5* (final selection depends on availability).

## Buffer Planting Materials

Techny Arborvitae



Cardinal Dogwood (Winter)



### PLANTING METHODOLOGY

The Techny Arborvitae will alternate with Cardinal Dogwoods, planted in a linear fashion at 8 feet on center. This plan will effectively screen the perimeter of the community solar garden from residences and passersby on public roads. In addition, we ensure that our landscape contractors provide a full three years of care, maintenance, and warranty. Please see [Appendix I](#) for a professional landscape plan.

### VEGETATIVE SEEDING PLAN

The area underneath the modules and between rows will be transformed into a diverse mix of pollinator-friendly, low-lying, deep-rooted plants. USS Webster Solar LLC will control for noxious weeds throughout the life of the project. The seed mix will provide excellent habitat and food sources for native wildlife, preserve and improve the soils, and reduce erosion and water runoff.

The design goals for this community solar garden seed mix will be:

- Withstand harsh climate conditions
- Minimize erosion
- Improve water quality
- Reduce storm water runoff
- Minimize maintenance costs

### FENCING

In addition, our community solar garden will include a security fence around the entire perimeter. The security fencing will be located entirely on the Property on the inside of the landscape screening. The fence will not exceed 8 feet in height, and it will be a farm-field style fence without barbwire. The fence will meet National Electric Code. See the image below for a representative photo.



## PRELIMINARY DRAINAGE PLAN

Preliminary drainage plan has been included in [Appendix I](#). A full drainage report is forthcoming and will be completed as part of the Stormwater and Pollution Prevention Plan (SWPPP) permit. Volume control (infiltration) will be provided through the disconnection of impervious surfaces as well as on-site infiltration basins. Aside from the gravel access road and meter pad, the entire area within the fence boundary will be restored to a low-maintenance seed mix, including the area below the solar panels. Runoff from the panels and gravel access roads will be allowed to sheet flow across the newly established perennial vegetation. The proposed project discharges in a manner like the existing flow pattern in all modeled storm events and does not alter drainage patterns.

The SWPPP will include:

- Summary of general construction activity
- Storm water mitigation and management resources
- Wetland impacts
- Project plans and specifications
- Temporary erosion prevention measures
- Temporary sediment control measures
- Permanent erosion and sediment control measures, if needed
- Best management practices (BMPs) regarding erosion control
- Inspection and maintenance
- Pollution prevention measures
- Final stabilization plan for long-term soil stability

As described in the Minnesota Stormwater Manual, better site design techniques have been incorporated to ensure a site where all impervious surfaces are fully disconnected and routed over low maintenance grass prior to leaving the site. The MPCA's spreadsheet tool has been used to calculate the volume of stormwater that must be treated on site from solar installations to meet the requirement of 1.0 inch of runoff from new impervious surfaces. A small basin may be provided to make up the remainder of the volume required. The basin design will allow for a 48-hour draw down time. Pretreatment is provided throughout the site by fully vegetative land cover that will be utilized as buffer. Runoff from access roads

will not be channelized prior to discharge to the infiltration areas but allowed to freely sheet flow across the vegetated site. Rice County requirements are met through the restoration of upland vegetation.

Temporary construction sedimentation basins will be necessary where greater than 5 acres of disturbed area discharges to a common point within 1 mile of impaired or special waters. Based on NPDES permit requirements, the sediment basin is designed for the 2-year storm event.

## **GRADING AND FILLING**

We propose no substantial grading, filling, removal of soils, or addition of soils. Our solar racking can accommodate the current terrain, a primary reason we selected this location. This will maintain the original grading on the site and sustain the existing drainage and runoff patterns, minimizing impact to surrounding lands.

## **AGRICULTURAL PRESERVE STATUS**

This site is not in the Agricultural Preserve program.

## **EROSION AND SEDIMENT CONTROL PLAN**

USS Webster Solar LLC will comply with the Minnesota Pollution Control Agency (MPCA) Construction Stormwater Permit Requirements, including obtaining a National Pollutant Discharge Elimination System (NPDES) stormwater permit prior to construction. The Project proposes no substantial grading or filling, as our racking equipment can accommodate the current terrain. Please refer to [Appendix I](#) for the erosion and sediment control site plan.

The existing topography creates enough storage, so no grading is needed for this design. In addition to the silt fence, we propose a permanent stormwater basin within the solar facility and permanent erosion control at the outlet. As can be seen on [Appendix I](#), we have provided storage for 3,962 CF, exceeding the minimum requirement.

Please note in the proposed site plan that there are no proposed permanent structures or buildings, as the community solar garden is composed of tables of single-axis trackers. These are simple, durable, and non-intrusive. Between each row of solar panels, there is approximately 18.4 feet of green, open space, planted with pollinator-friendly vegetation.

## **MANUFACTURER'S SPECIFICATIONS**

USS Webster Solar LLC uses only Tier 1 solar modules. Tier 1 solar modules are manufactured to the highest quality, performance, and lifespan, produced by companies that have at least a five-year history in manufacturing them. Countless banks and financial partners have vetted these modules. These modules are designed to absorb light and reflect less than 2% of the incoming sunlight, which is less than many natural features, including water, snow, crops, and grass. There will be no effect of glare.

We are also using Tier 1 string inverters for this project. In total, there will be 40 inverters installed throughout the site. The inverters and electrical cabinets are enclosed and will meet all applicable codes and requirements.

The foundation of the racking system will utilize galvanized steel. The foundations should utilize galvanized steel, I-Beam piers. Depending on final soil analysis and foundation design prior to construction, they may be helical piles. The Project will utilize single-axis trackers, which rotate from east to west with the rising and setting of the sun. Single-axis trackers typically have a shorter solar panel height (approximately 9 feet at the highest point) and produce less glare. The trackers will have a maximum rotational axis of 60 degrees each direction.

An underground, medium-voltage cable will connect directly to the proposed utility poles. All onsite power and communication lines running between solar modules will be underground.

Project Component	Tracker
<b>Project Size</b>	1 MW <sub>AC</sub> /1.4 MW <sub>DC</sub>
<b>Acres Required</b>	8.09
<b>Type of PV Panels</b>	Silicone Polycrystalline
<b>Panel Manufacturer</b>	REC, or similar
<b>Panel Model</b>	REC330PE72 or similar
<b>Panel Warranty</b>	6-year limited warranty on materials and workmanship from production date, 90% power guarantee after 10 years, 80% power output after 25 years
<b>Mounting Manufacturer</b>	NEXTracker, or similar
<b>Mounting Model</b>	NX Horizon
<b>Mounting Warranty</b>	10 years on structural components; 5 years on drive and control systems
<b>Tilt Angle</b>	0 degrees
<b>Inverter Manufacturer</b>	Huawei Technologies
<b>Inverter Model</b>	SUN2000-25k TL-US
<b>Inverter Peak Efficiency</b>	27.5 kW <sub>AC</sub>
<b>Inverter Size</b>	25 kW <sub>AC</sub>
<b>Inverter Warranty</b>	Up to 25 years; 10 years standard with additional options of up to 15 years
<b>Performance Monitoring System</b>	AlsoEnergy DECK Monitoring

## INTERCONNECTION WITH XCEL ENERGY

This project has a fully-executed Interconnection Agreement with Xcel Energy, as evidenced in [Appendix II](#). The full Interconnection Agreement document can be made available to Rice County at their request.

## DECOMMISSIONING PLAN

The community solar garden consists of many recyclable materials, including glass, semiconductor material, steel, aluminum, copper, and plastics. When the project reaches the end of its operational life, the component parts will be dismantled and recycled as described below. We have a lease contract with the property owner, which requires us to decommission and restore the site at our expense. The decommissioning plan would commence in the event of twelve (12) months of non-operation. At the time of decommissioning, the project components will be dismantled and removed using minimal impact construction equipment, and materials will be safely recycled or disposed. USS Webster Solar LLC will be responsible for all the decommissioning costs.

### REMOVAL PROCESS

The decommissioning of the project proceeds in reverse order of the installation:

1. The solar system will be disconnected from the utility power grid.
2. PV modules will be disconnected, unattached, collected, and removed.
3. Aboveground and underground electrical interconnection and distribution cables will be removed and recycled off-site by an approved recycler.
4. PV modules support racking will be removed and recycled off-site by an approved recycler.
5. PV modules support steel and support posts will be removed and recycled off-site by an approved recycler.
6. Electrical devices, including transformers and inverters, will be removed and recycled off-site by an approved recycler.
7. Concrete pads will be removed and recycled off-site by an approved recycler.
8. Fencing will be removed and recycled by an approved recycler.
9. Reclaim soils in the access driveway and equipment pad areas by removing imported aggregate material and concrete foundations. Replace with soils as needed.

The project site may be converted to other uses in accordance with applicable land use regulations at the time of decommissioning. There are no permanent changes to the site, and it will be returned in terrific condition. This is one of the many great things about community solar gardens; If desired, the site can return to productive farmland after the system is removed.

### DECOMMISSIONING CONSIDERATIONS

We ask that the County take note of 3 important considerations: 1) a community solar garden is not a public nuisance, 2) the resale and recycle value will exceed cost of decommissioning, and 3) the County and taxpayers are not at risk.

1) Our modules do not contain hazardous materials and the community solar gardens are not connected to government utilities (water, sewer, etc), and they are required to be fenced and buffered from view with professional landscaping. Additionally, almost all the land is permanent vegetation which improves erosion control. For these reasons, a community solar garden, whether operational or non-operational, is not a public nuisance threat that would require government involvement in decommissioning or removal of the community solar garden. Contrast this to an abandoned home, barn, etc. that may regularly include hazardous materials and/or become a public nuisance.



2) Upon the end of the project's life, the component parts may be resold and recycled. The aggregate value of the equipment exceeds the cost of decommissioning and removal. Solar modules, for example, have power output warranties guaranteeing a minimum power output in Year 25 of at least 80% of Year 1. Since the value of solar panels is measured by their production of watts, it is easy to calculate expected resale value. Even using extremely conservative assumptions, the value of the solar modules alone exceeds the cost of decommissioning. This does not factor in the recycle value of other raw materials like steel, copper, etc.

3) In the extremely unlikely, "worst-case" scenario where (1) the project owner fails to decommission and neither our lender nor any power generation entities want the assets, and then (2) the landowner fails to decommission, and then (3) the land transfers to the County under tax forfeiture, the solar equipment would still not pose a hazard or public nuisance threat. So, there would be no clear need to spend County funds to remove the equipment at that time. In this worst-case scenario, should the County choose to decommission the project, the County would tap into the decommissioning fund, gain the profits of reselling and recycling the equipment, along with the value of the entire forfeited parcel. In this case, that value is several times the expected costs. There is no scenario that the decommissioning of this project would cost the taxpayers a dime.

## **FINANCIAL SURETY**

We are confident there is substantially more value (re-sale and recycle) than the cost of removal. Additionally, as shown in the paragraphs above, Rice County will not be responsible for the future decommissioning of the facility. However, we understand that Rice County wishes to have a financial surety to ensure proper site decommissioning/restoration so that is what we propose here.

Rice County will be the designated beneficiary of a fund and the landowner will be provided a copy of the document, establishing the security before construction commences. If USS Webster Solar LLC is unable or unwilling to commence decommissioning activities within a reasonable period of time, not to exceed the allotted twelve-month period, Rice County may demand payment under the Security.

Please consider that Rice County previously required \$50,000 for a 5MW facility (\$10,000 per MW) and this application is only for a 1MW facility. This project requires only 1/5<sup>th</sup> the land impact and equipment removal, so it should only require a \$10,000 surety.

For all these reasons, and to satisfy Rice County's concerns, USS Webster Solar LLC proposes a \$15,000 financial surety.

## **MAINTENANCE & OPERATIONS PLAN**

Maintenance and Operations questions can be directed to the USS Webster Solar LLC Operations Team at 612-260-2230. The Operations Team will be able to address any issues related to drainage, weed control, screening, stray voltage questions, general maintenance, and operation. Emergency contact details to be provided prior to construction.

## INSURANCE INFORMATION

USS Webster Solar LLC is committed to meeting Minnesota state requirements for liability insurance coverage. The insurance requirements include:

- Insurance provider must be rated B+ or better by “Best”.
- Limits of \$2,000,000 for each occurrence.
- Coverage against claims for damages resulting from bodily injury, wrongful death, and property damage arising out of the Interconnection Customer’s ownership and/or operating of the Generation System under the interconnection agreement.
- Includes “Northern States Power Company, a Minnesota Company” as additional insured.
- Contain a severability of interest clause or cross-liability clause.
- Provides that Northern States Power Company (“NSP”) shall not be reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance.
- Provide for thirty (30) calendar days’ written notice to NSP prior to cancellation, termination, alteration, or material change of such insurance.
- Coverage provided is primary and is not excess to or contributing with any insurance of self-insurance maintained by NSP.

## PROJECT OWNERSHIP

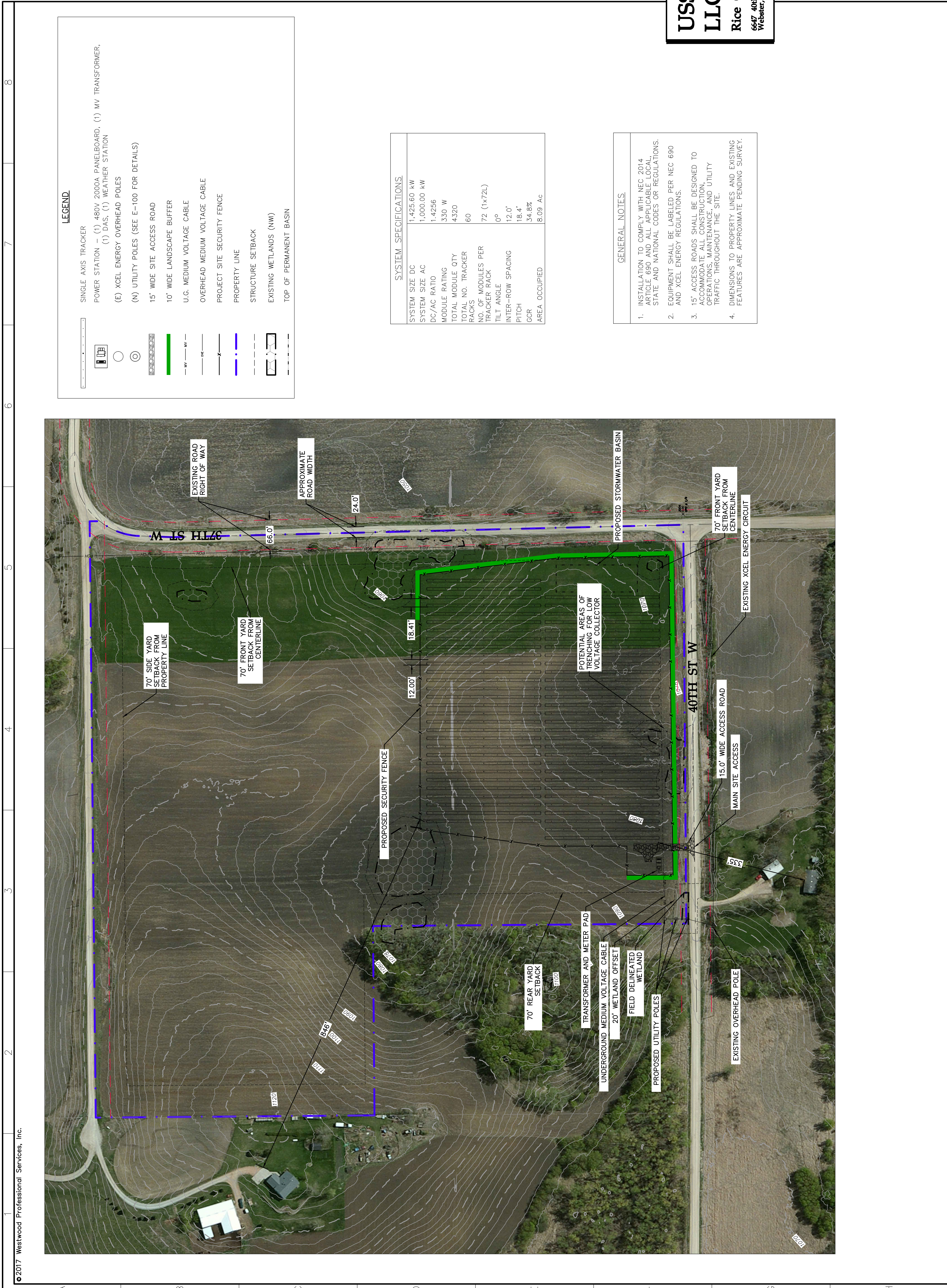
The applicant of the CUP, USS Webster Solar LLC, is a subsidiary of United States Solar Corporation (“US Solar”), the owner of the Project. Please find more information about US Solar at [www.us-solar.com](http://www.us-solar.com). A copy of the Memorandum of Lease Agreement can be found in Appendix III.

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## CONCLUSION

USS Webster Solar LLC has made deliberate efforts to comply with all requirements of the Rice County Zoning Ordinances, and we respectfully request that the Rice County Planning Commission recommends approval of the application.

**APPENDIX I – SITE PLANS AND PROJECT MAPS**



**LEGEND**

- [Symbol] SINGLE AXIS TRACKER
- [Symbol] POWER STATION - (1) 480V 2000A PANELBOARD, (1) MV TRANSFORMER, (1) DAS, (1) WEATHER STATION
- [Symbol] (E) XCEL ENERGY OVERHEAD POLES
- [Symbol] (N) UTILITY POLES (SEE E-100 FOR DETAILS)
- [Symbol] 15' WIDE SITE ACCESS ROAD
- [Symbol] 10' WIDE LANDSCAPE BUFFER
- [Symbol] U.G. MEDIUM VOLTAGE CABLE
- [Symbol] OVERHEAD MEDIUM VOLTAGE CABLE
- [Symbol] PROJECT SITE SECURITY FENCE
- [Symbol] PROPERTY LINE
- [Symbol] STRUCTURE SETBACK
- [Symbol] EXISTING WETLANDS (NWI)
- [Symbol] TOP OF PERMANENT BASIN

**SYSTEM SPECIFICATIONS**

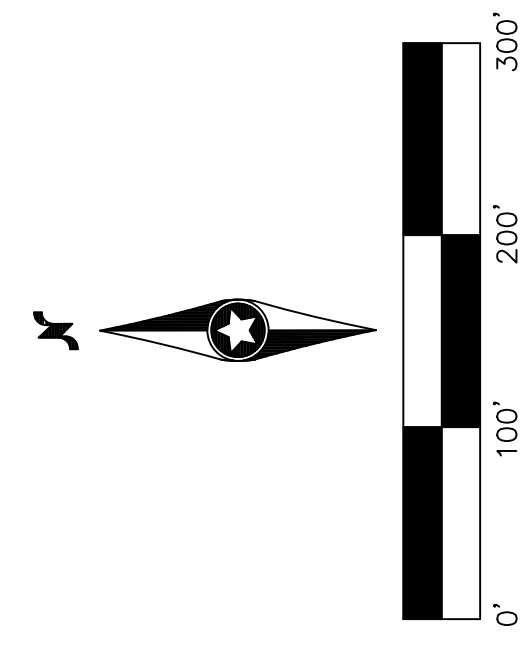
SYSTEM SIZE DC	1,425.60 KW
SYSTEM SIZE AC	1,000.00 KW
DC/AC RATIO	1.4256
MODULE RATING	330 W
TOTAL MODULE QTY	4320
RACKS	60
NO. OF MODULES PER TRACKER RACK	72 (1x72L)
TILT ANGLE	0°
INTER-ROW SPACING	12.0'
PITCH	18.4'
GCR	34.8%
AREA OCCUPIED	8.09 AC

- GENERAL NOTES**
1. INSTALLATION TO COMPLY WITH NEC 2014 ARTICLE 690 AND ALL APPLICABLE LOCAL STATE AND NATIONAL CODES OR REGULATIONS.
  2. EQUIPMENT SHALL BE LABELED PER NEC 690 AND XCEL ENERGY REGULATIONS.
  3. 15' ACCESS ROADS SHALL BE DESIGNED TO ACCOMMODATE ALL CONSTRUCTION, OPERATIONS, MAINTENANCE, AND UTILITY TRAFFIC THROUGHOUT THE SITE.
  4. DIMENSIONS TO PROPERTY LINES AND EXISTING FEATURES ARE APPROXIMATE PENDING SURVEY.

**Westwood**  
 Phone (858) 937-5150  
 Fax (858) 937-5150  
 Email info@westwoodps.com  
 Westwood Professional Services, Inc.

Designed: MDO  
 Checked: KUP  
 Drawn: MDO  
 Record Drawing by/Date:  
 Revisions: DATE DESCRIPTION

Prepared for:  
**US/SOLAR**  
 100 N 6th St #218c  
 Minneapolis, MN 55403



**USS Webster Solar LLC**  
 Rice County, Minnesota  
 6647 40th St W  
 Webster, MN 55088

**PV Site Plan**

**Not for Construction**  
 Date: 09/29/17  
 Sheet: C-100



**LEGEND**

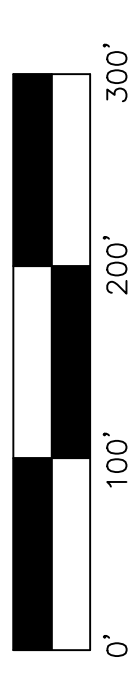
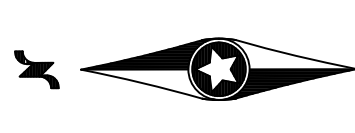
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	(N) UTILITY POLES
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	OVERHEAD MEDIUM VOLTAGE CABLE
	PROJECT SITE SECURITY FENCE
	PROPERTY LINE
	STRUCTURE SETBACK
	SILT FENCE
	EXISTING WETLANDS (NWI)
	DRAINAGE AREA BOUNDARY
	FLOW DIRECTION ARROWS
	TOP OF PERMANENT BASIN

Designed:	JDO	
Checked:	KMP	
Drawn:	JDO	
Record Drawing by/date:		
Revisions:		
#	DATE	DESCRIPTION

Prepared for:



100 N 6th St #218c  
 Minneapolis, MN 55403



**USS Webster Solar  
 LLC**  
 Rice County, Minnesota  
 6647 40th St W  
 Webster, MN 55088

Site Hydrology

Not for Construction

Date: 09/29/17  
 Sheet: C-103



**Buffer Planting Schedule**

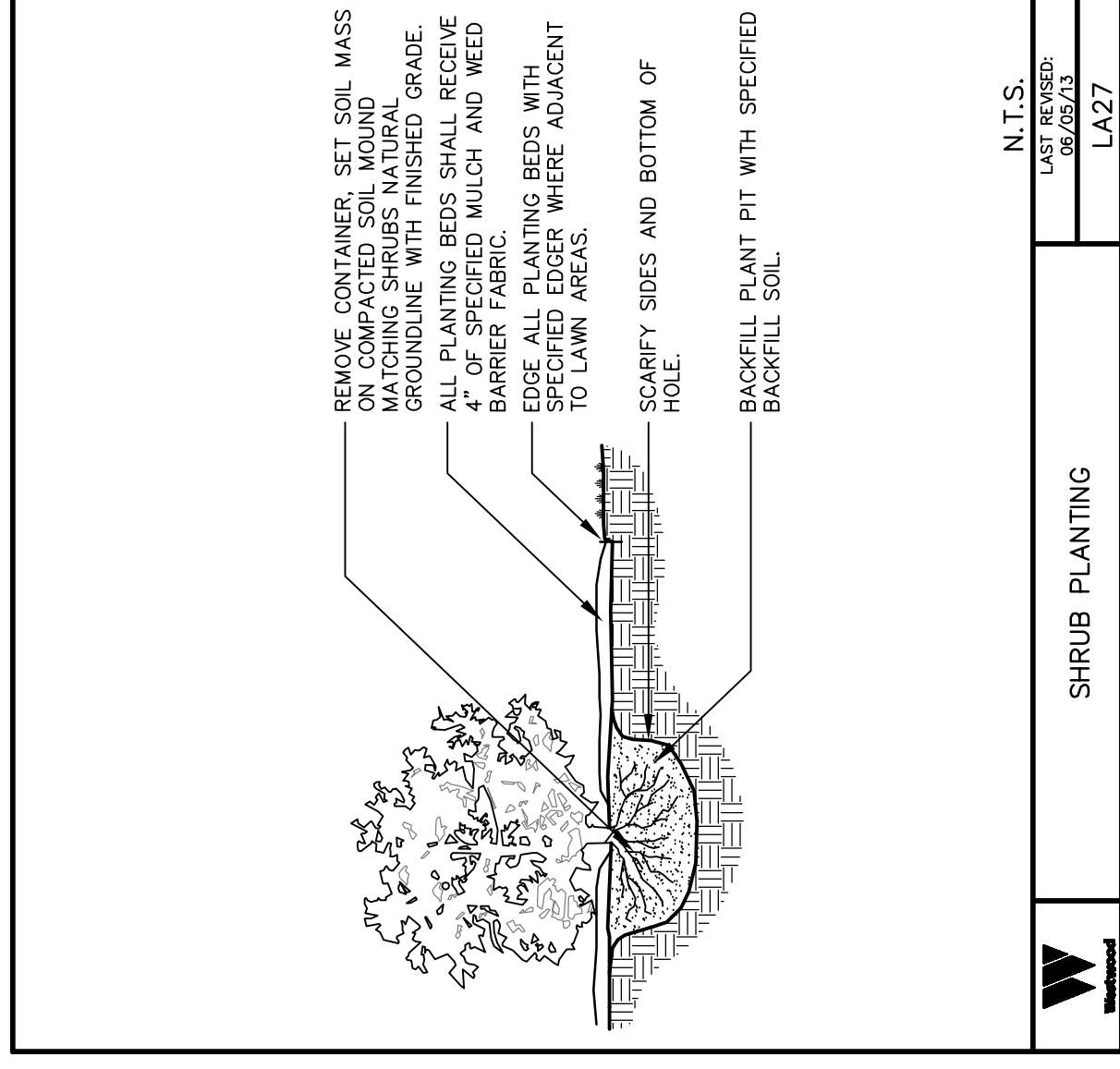
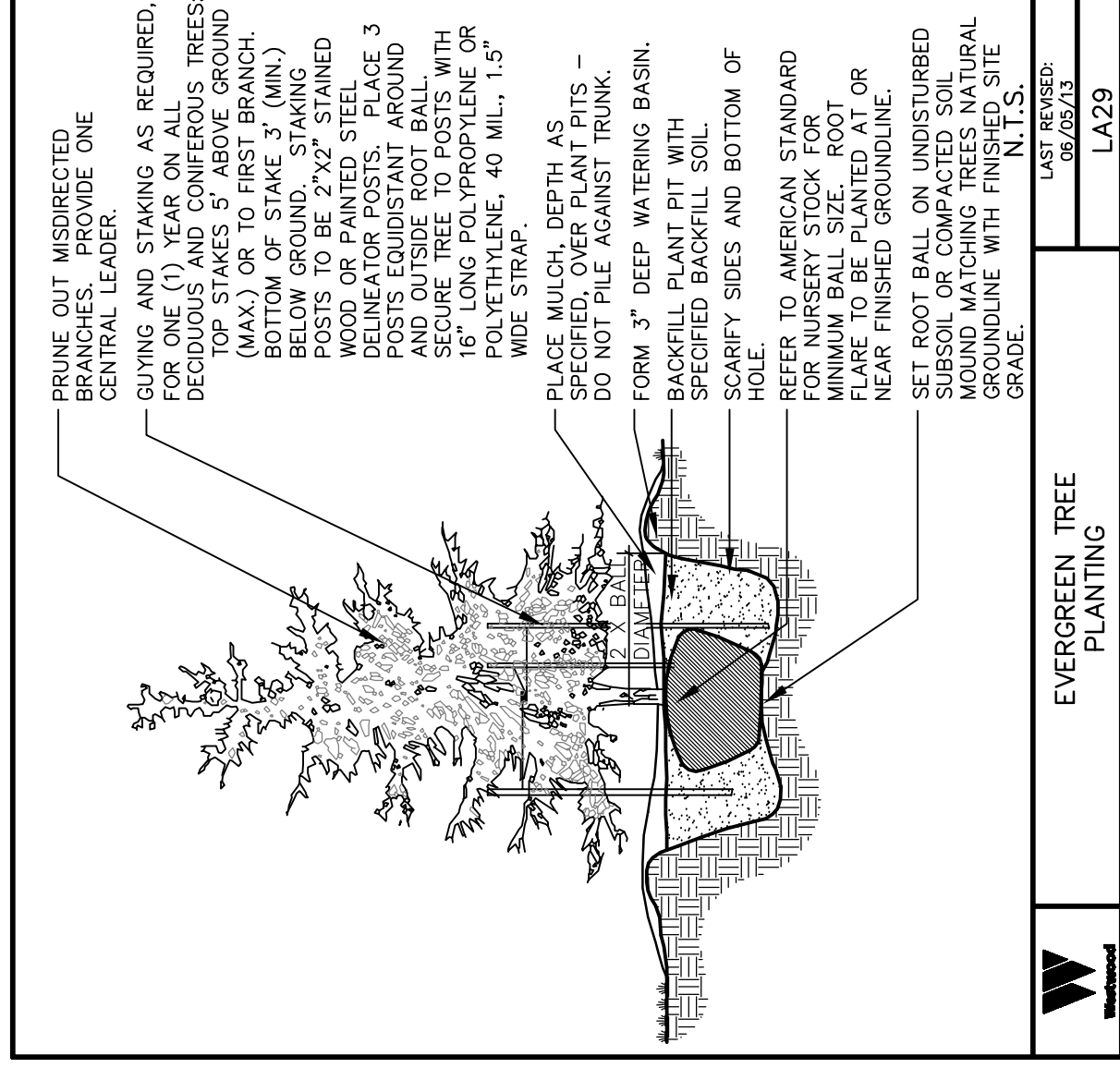
KEY	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING	O.C.	MATURE HEIGHT
	50	Techny Arborvitae / Thuja occidentalis 'Techny'	6' HT BB	8'-0" O.C. TYP.		12-15'
	133	Cardinal Dogwood / Cornus sericea 'Cardinal'	#5 CONT.	8'-0" O.C. TYP.		8'-10'

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

**Buffer Planting Materials**



**Planting Details**



**Planting Notes**

- CONTRACTOR SHALL CONTACT GOPHER "ONE CALL" (651-454-0002 or 800-252-1166) TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
- ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL PROVIDE ONE YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
- ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS: ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC. ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES. ALL PLANTS SHALL BE FREE FROM ANY SIGNIFICANT DEFECTS. ALL PLANTS SHALL HAVE HEAVY BRANCHING AND LEAFING. CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
- PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
- PLANTS TO BE INSTALLED AS PER MNLA & ANSI STANDARD PLANTING PRACTICES.
- PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
- PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
- REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
- PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
- BACKFILL SOIL AND TOPSOIL TO ADHERE TO MN/DOT STANDARD SPECIFICATION 3877 (COMMON TOPSOIL BORROW) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
- PROVIDE MULCH FOR ALL TREE AND SHRUB PLANTINGS PER DETAIL. MULCH TO BE SHREDDED HARDWOOD AND FREE OF DELETERIOUS MATERIAL. MULCH 3" DIAMETER RING AROUND ALL TREES AND SHRUBS TO A DEPTH OF 4". KEEP MULCH OFF TRUNK.
- CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
- REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

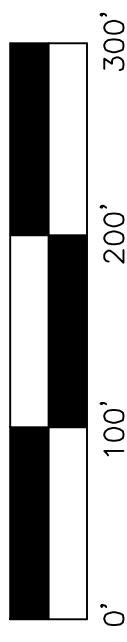
Phone (852) 937-5150 7699 Anagram Drive  
 Fax (852) 937-5822 Eden Prairie, MN 55344  
 Website (852) 937-5150 westwoodps.com  
 Westwood Professional Services, Inc.

Designed:	NTM
Checked:	NTM
Drawn:	NTM

Revision	Date	Description

Prepared for:

**USS SOLAR**  
 100 N 6th St #218c  
 Minneapolis, MN 55403



**USS Webster Solar LLC**

Rice County, Minnesota  
 6647 40th St W  
 Webster, MN 55088

Preliminary  
 Landscape Plan

Not for Construction

Date: 09/29/17  
 Sheet: C-500

## **APPENDIX II – INTERCONNECTION AGREEMENT**

Project: USS Webster Solar LLC

SRC#: SRC052755

Application Deemed Complete: 4/7/2017

Status: Design and Construction

June 20, 2017

### Solar<sup>®</sup>Rewards Community Study Results

**Customer Legal Name:** USS Webster Solar LLC  
**Service Address:** 6647 40th St W, Webster, MN 55088  
**Project Description:** 1 MW SRC Project

Xcel Energy is pleased to deliver the engineering indicative cost estimate for the Solar<sup>®</sup>Rewards Community solar garden application(s) for the above-referenced site:

Site	SRC #	Garden Name	Legal Name (if different than the legal name noted above)	Capacity (MW)
1	SRC052755	USS Webster Solar LLC		1 MW

The engineering indicative cost estimate has identified scope and costs to accommodate 1.0 MW at 1.0 power factor, which is the largest size generation up to the applied for amount allowed at this location.

Our indicative estimated cost for proceeding with maximum MW allowed for this proposed project at the above site is \$47,878. This estimate is based on the content of the application as of the date it became Expedited Ready and we began our review for purposes of determining the indicative estimated cost within the 40 day – 50 business day time frame as set forth in our tariff.

There are a total of 6,998 MWs ahead of the above in the applicable Interconnection Substation Queue and 6,998 MW of that on the same Feeder. The indicative estimated cost is contingent upon all projects ahead in the Interconnection Queue moving forward as proposed. Projects may include other Solar Rewards Community projects as well as all other types of generation interconnection projects such as wind, hydro, or non-program PV. Any changes, cancellations, or modifications to the previous projects in the Interconnection Queue may require significant changes in scope and cost of your projects. Xcel Energy shall communicate any changes to those affected projects as they are identified.

You have the option of further proceeding with this project at the capacity allowed based on the indicative estimate if you pay to us either the full amount or one-third of this amount within 30 days along with a Letter of Credit. You agree to pay the actual costs consistent with the Section 10 Interconnection Agreement and comply with all provisions of the Section 10 Tariff. Pursuant to Minn. R. 7835.4750, please note that the Commission's interconnection standards are set forth in our Section 10 Tariff which as of the date of this letter is available at this link: [http://www.xcelenergy.com/staticfiles/xel/PDF/Regulatory/Me\\_Section\\_10.pdf](http://www.xcelenergy.com/staticfiles/xel/PDF/Regulatory/Me_Section_10.pdf)

Please note that you need to provide certain contact information or signatures on the following:

- 1.) Provide contact information on Sheet 124 of the Interconnection Agreement,
- 2.) Sign the Interconnection Agreement on Sheet 127,
- 3.) Sign the attached Statement of Work associated with Exhibit B to the Interconnection Agreement,
- 4.) Provide the 24/7 contact information on Exhibit D, par. 9.3 to the Interconnection Agreement,
- 5.) Sign Exhibits D and E to the Interconnection Agreement.



### **APPENDIX III – MEMORANDUM OF LEASE AGREEMENT**

Lessor: Mark Pavek and Jaqueline Pavek, husband and wife

Lessee: US Solar Development LLC

Note: US Solar Development LLC is a wholly owned subsidiary of United States Solar Corporation. Prior to construction, US Solar Development LLC will assign the lease to USS Webster Solar LLC, the CUP applicant and project company.

\_\_\_\_\_(TOP 3 INCHES RESERVED FOR RECORDING DATA)\_\_\_\_\_

**MEMORANDUM OF LEASE AND SOLAR EASEMENT**

**THIS MEMORANDUM OF LEASE AND SOLAR EASEMENT** (this "**Memorandum**"), dated as of Dec 31, 2016 (the "**Effective Date**"), is made by and between, Mark and Jacqueline Pavek, husband and wife, whose address is 6450 30th St. W, Elko, MN 55020 ("**Lessor**") and **US SOLAR DEVELOPMENT LLC**, a Delaware limited liability company, whose address is 100 N 6<sup>th</sup> St., Suite 222C, Minneapolis, MN 55403 ("**Lessee**").

A. Lessor is the owner of real property located in Rice County, Minnesota, that is legally described in Exhibit A (the "**Lessor Property**").

B. Lessor and Lessee have entered into that certain Lease and Solar Easement (the "**Lease**"), having an effective date of Dec 31, 2016, whereby Lessor leases to Lessee and Lessee leases from Lessor the Lessor Property (the "**Premises**") for the purposes of the Facility (as defined below) on the Premises.

C. Lessor and Lessee wish to give record notice of the existence of the Lease.

NOW THEREFORE, in consideration sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Purpose of Lease. The Lease is solely for solar photovoltaic energy generation purposes, and throughout the term of the Lease, Lessee shall have the sole and exclusive right to use the Lessor Property for such purposes. For purposes of the Lease, photovoltaic energy generation purposes means: (i) monitoring, testing and assessing the Lessor Property for solar photovoltaic energy generation, and (ii) developing, constructing, installing, operating, maintaining, repairing, and replacing photovoltaic electric energy generating equipment, supporting structures and ballasts, inverters, electrical transformers, fixtures, electric distribution lines, communication lines, metering equipment, interconnection facilities and related facilities and equipment (collectively, the "Facility") on the Lessor Property. Any improvements, fixtures or structures that are not a part of the Facility shall not be installed on the Lessor Property without the express written consent of Lessor.**

Commencement Date; Term; Renewal Terms. The term of the Lease ("Term") shall commence upon the Effective Date and continue until 11:59 pm on the twenty-fifth (25th) anniversary of the Commencement Date. The "Commencement Date" shall be the first day of the first full month after the Facility commences commercial production and sale of electricity on the Lessor Property under any contract or agreement or other arrangement pursuant to which Lessee sells the electricity and related Environmental Attributes (as defined in the Lease) to any purchaser thereof. The period of time between the Effective Date and the Commencement Date is not expected to exceed three (3) years. If the Commencement Date does not occur within three years of the Effective Date of the Lease, except as such period may be extended due to Force Majeure or by agreement of the parties, then, Lessee may elect to pay the Rent amount that would otherwise be due following the Commencement Date (in which case the date of such payment shall be deemed to be the Commencement Date), and if Lessee does not elect to do so (or if the Commencement Date does not otherwise occur) within ninety (90) days following the expiration of such three-year period (as may be extended as provided in the Lease), then either Lessee or Lessor may elect to terminate the Lease by delivering written notice to the other to such effect, in which case neither Lessee nor Lessor shall have any further obligations under this Lease and Lessee shall have no further obligation to pay Rent to Lessor. Lessee shall use commercially reasonable efforts to have the Commencement Date occur on or before December 31, 2016; provided, however, that if Lessee determines at any time prior to the Construction Date (as defined in the Lease) that the Lessor Property is unsuitable for the Facility or that a required approval has not been received or is not likely to be received in a timely fashion, Lessee may terminate the Lease in accordance with its terms. Lessee has options to extend the initial Term of the Lease for three additional five (5) year terms commencing immediately on the day that the Term would otherwise expire.

Solar Easement. The Lease grants to Lessee, for the term of the Lease, an exclusive solar easement to use all sunlight which naturally arrives at the Premises, including an exclusive easement prohibiting any obstruction to the free flow of sunlight to the Premises throughout the entire area of the Lessor Property described on Exhibit B of the Lease (the "Easement Premises"), which shall consist horizontally three hundred and sixty degrees (360°) from any point where any photovoltaic generating facility is or may be located at any time from time to time (each such location referred to as a "Solar Site") and for a distance from each Solar Site to the boundaries of the Easement Premises, together vertically through all space located above the surface of the Easement Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the plane from each point along the exterior boundary of the Easement Premises through each Solar Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises.

Other Easements. The Lease grants to Lessee, for the term of the Lease, the following easements over, across and on the Lessor Property (a) a non-exclusive access easement ("Access Easement") through the Lessor Property for purposes of Lessee's access to the Facility on the Premises ("Access Premises"), pursuant to which Lessee may construct, use and/or maintain a road within the Access Premises at Lessee's expense; (b) a non-exclusive easement on and through that portion of the Lessor Property consisting of the Distribution Premises (as defined in the Lease) for the purpose of installing, operating and maintaining an electric distribution line and related communication lines between the Facility and electrical facilities owned by certain

**purchasers of electricity and related Environmental Attributes; and (c) an easement and license for the Facility to create, cause, increase, accentuate, or otherwise contribute to the occurrence of light, shadows, shadow and light flickering, glare and reflection, on and across the Lessor Property. Under the terms of the Lease, Lessee shall also be entitled to ingress and egress to and from its Facility and appurtenant equipment and electrical power lines over the Premises and such additional areas of the Lessor Property as shall be reasonably necessary to access a public roadway or alley.**

**Ownership of Lessee's Improvements; Disclaimer of Title to Environmental Attributes. The Facility and related equipment constructed, installed or placed on the Premises and within the Distribution Premises by Lessee pursuant to the Lease shall be the sole property of Lessee, and Lessor agrees that it shall have no ownership or other interest in the Facility and related equipment owned by Lessee on the Premises or within the Distribution Premises. The Facility is and shall remain personalty of the Lessee, notwithstanding any present or future common ownership of the Facility and the Premises, and irrespective of whether any of the Facility is deemed to be a fixture or otherwise part of the Lessor Property or any improvements on the Lessor Property, and Lessor acknowledges that the Facility is and shall remain personal property of Lessee irrespective of the manner of its attachment or connection to the Lessor Property. Lessor acknowledges that Lessee's lenders may request a first priority security interest in the Facility as collateral for financing of the Facility, and Lessor consents to the grant by Lessee of such a security interest, and the filing of instruments necessary to perfect such a security interest under the Uniform Commercial Code in the Facility as personal property of the Lessee. Lessor agrees that all Environmental Attributes remain the property of Lessee irrespective of whether Lessor consumes or uses any of the electricity generated by the Facility, and Lessor has no title or right to any such Environmental Attributes related to, arising from or associated with the Facility or any electrical capacity or energy created by the Facility. Any grant, rebate, incentive payment, tax credit or any other cash or tax benefit arising from or associated with the installation or ownership of the Facility or the production of energy and capacity by the Facility, shall inure to the exclusive benefit of Lessee.**

**Right to Encumber; Assignment. Lessee may at any time mortgage, pledge or encumber all or any part of its interest in the Lease and rights under the Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under the Lease to any entity without the consent of Lessor. Lessee may assign, sublease, transfer or convey its interests in the Lease to an affiliate or subsidiary of Lessee which will own, lease or otherwise control the Facility, or an entity through which succeeds to all or substantially all Lessee's assets, without Lessor's consent. Lessee may also assign, sublease, transfer or convey its interests in the Lease to a third party without Lessor's consent, subject to the conditions set forth in the Lease. Lessor acknowledges that it may not sell, transfer, lease, assign, mortgage, or otherwise encumber the Facility or Lessee's interest in the Lease and related easements, and any sale or conveyance of the Lessor Property or Lessor Improvements shall be subject to the leasehold and easement interests of Lessee in the Lease.**

**Continuing Nature of Obligations. The solar easement and related rights and easements granted by Lessor in the Lease to Lessee are easements in gross, representing interests personal to and for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easement. The easement and other rights granted by Lessor in the Lease are independent of any lands or estates or interest in lands, there is no other real**

property benefiting from the solar easement and related rights granted in the Lease and, as between the Premises and other tracts of property, no tract is considered dominant or servient as to the other. The burdens of the solar easement and all other rights granted to Lessee in the Lease shall run with and against the Premises and the Easement Premises and shall be a charge and burden on the Premises and the Easement Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease, including the solar easement, shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

Survival of Covenants. The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee under the Lease, including, but not limited to, the easement described in Section 3 and 4 hereof, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger set of facilities serving several solar energy facilities with which the Facility will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Facility, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to the Lease shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Facility or related solar projects or facilities remain operational.

Landowner Activities. Lessor uses the Lessor Property for agricultural purposes. Lessee reserves the right to relocate or reconfigure the Facility upon the Premises during the term of this Lease. Lessee agrees to cooperate with Lessor to locate the Facility on the Premises in a manner that minimizes interference with agricultural or business operations of Lessor or Lessor's tenants, to the extent consistent with Lessee's planned use of the Premises.

Purpose of this Memorandum. This Memorandum has been executed, delivered and recorded for the purpose of giving notice of the lease, easements, and other rights in accordance with the terms, covenants and conditions of the Lease. The terms and conditions of the Lease are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, each of the parties hereto has executed and delivered this Memorandum as of the day and year first above written.

**LESSEE:** **US SOLAR DEVELOPMENT LLC**,  
a Delaware limited liability company

By:



Name:

Reed Richerson

Title:

COO

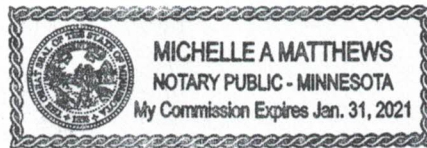
STATE OF MINNESOTA )  
) ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 31 day of December, 2016 by Reed Richerson, the COO of US Solar Development LLC, a Delaware limited liability company, on behalf of such company.

  
\_\_\_\_\_  
Notary Public

My commission expires:

1/31/21



**LANDOWNER:**

By: Mark Pavek

Name: Mark Pavek

By: Jacqueline Pavek

Name: Jacqueline Pavek

STATE OF Minnesota )

) ss.

COUNTY OF Le Sueur )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 2016 by Mark and Jacqueline Pavek, husband and wife.

Lori L. Rademacher

Notary Public

My commission expires: 1/31/21



**THIS INSTRUMENT DRAFTED BY:**

Lindquist & Venum LLP (DJG)  
4200 IDS Center  
80 S. Eighth Street  
Minneapolis, MN 55402  
(612) 371-3211

**EXHIBIT A TO**  
**MEMORANDUM OF LEASE AND SOLAR EASEMENT**

1. Lessor Property

One tract in Rice County, Minnesota described as follows:

Property ID: 0206375001

Deeded Acreage: 33.3

Legal Description:

The Southeast One-Quarter of the Southwest One-Quarter (SE1/4 of SW1/4) except the West Four Hundred Twenty (420) feet of the South Six Hundred Ninety-Five and Eleven One-Hundredths (695.11) feet thereof, of Section Six (6), Township One Hundred Twelve (112) North, Range Twenty-One (21) West, subject to an easement for roadway purposes only over and across the North Thirty-Three (33) feet thereof, Rice County, Minnesota