

COVER LETTER

September 8, 2021
City of Cokato Planning Commission
255 Broadway Ave S
Cokato, MN 55321

RE: Application by USS Charger Solar LLC for a Conditional Use Permit to Construct and Operate a Community Solar Garden

Dear City of Cokato Planning Commission,

Attached, please find an application for a Conditional Use Permit (“CUP”) to construct and operate a community solar garden within the City of Cokato. The request is being made by USS Charger Solar LLC, a subsidiary of United States Solar Corporation (“US Solar”). US Solar, a developer/owner/operator based in Minnesota, seeks to make the benefits of solar more accessible. We coordinate all project details— site acquisition, development, interconnection, permitting, finance, construction, operations, and maintenance.

USS Charger Solar LLC plans to develop and construct a 1-megawatt (MW) community solar garden (the “Solar Garden”) in Wright County on approximately 7.15 acres of parcel 105-500-274200 in the City of Cokato at 4825 Omer Ave SW (the “Property”) through the City of Cokato’s CUP process. Our application includes information about the site and provides detailed analysis of the applicable land use permitting considerations. You will also find information about the residents, schools, cities, and businesses who subscribe to these Solar Gardens and the local benefits to the economy and environment.

The US Solar team appreciates the coordination and insights already provided by City of Cokato staff and looks forward to working with the city. Together, we will ensure that this solar garden will operate safely and efficiently over its lifespan, while providing environmental, financial, and social benefits to the surrounding area.

Please contact us with any questions, comments, or points for clarification. We look forward to working with staff and the Planning Commission on this community solar garden.

Sincerely,

Luke Gildemeister

Luke Gildemeister – Project Developer

USS Charger Solar LLC
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SOLAR GARDEN SUMMARY

USS Charger Solar LLC respectfully submits this CUP application to construct, own, and operate a community solar garden (the “Solar Garden”).

Parcel Identification Number	105-500-274200
Site Address	4825 Omer Ave SW Cokato, MN 55321
Project Capacity	1 MWac
Project Acreage	7.15
Site Control Status	Memorandum recorded, see Appendix III
Landowner	Dean Osland
City	City of Cokato
Current Use of Property	Agriculture

SELECTING THIS PROPERTY

The Property was selected because of its solar resource, physical characteristics, proximity to sufficient distribution facilities, ability to meet all local permitting requirements, and of course, landowner support.

- 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 Sufficient Distribution Facilities
 - Existing distribution line on Omer Ave SW
 - Adequate capacity for the Solar Garden on existing distribution line and other infrastructure
 - Supplies electricity throughout the local community
 - Existing substation in relatively close proximity with adequate available capacity for the Solar Garden, according to Capacity Screens provided by Xcel Energy
- Ability to meet all local permitting requirements
- Landowner support

LOCAL IMPACT

ENVIRONMENTAL

The area underneath the modules and between rows will be transformed into a diverse mix of pollinator-friendly, low-lying, deep-rooted plants. This enhances soil, water, and air quality. A study has shown that these seed mixes reduce stormwater runoff by 23 percent for the 2-year storm event (2.9 inches of rain) and 8 percent for the 100-year storm event (7.8 inches of rain)¹. These native plantings also expand habitat for pollinators and other species that increase crop yields and improve the local environment.

Beyond the local environment, there is also a measurable impact to the global environment by producing clean energy. The Solar Garden would provide decades of pollution-free and greenhouse-gas-free electrical generation.

ECONOMIC

US Solar is a leading provider of community solar solutions to residents, businesses, and public entities across Minnesota. We are proud to work with over 70 commercial customers and 1,000 residential customers in Minnesota. Our subscribers get the opportunity to save money on their monthly electric bill through Xcel Energy's community solar program. Xcel Energy customers in Wright County and the City of Cokato 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 Solar Garden.

In addition to the subscriptions, here are some local economic impacts:

Already Spent

- Local engineering, environmental, and permitting consulting services
- Legal fees, county recordings, travel, and meals

During Construction

- Private capital infrastructure investment
- Local spending
- Construction and related labor jobs

During Operation

- Increased property tax payments throughout operation
- Permanent, part-time work to monitor and maintain

¹ (Jeffrey Broberg, "Utility & Community Solar Should Use Native Landscaping," <http://cleantechnica.com/2016/03/15/utility-and-community-solar-should-use-native-landscaping/>)

ELECTRICAL

The Solar Garden will generate enough clean electricity to power approximately 225 homes annually. Because the Solar Garden will interconnect to the existing distribution system of Xcel Energy, the clean energy will be used by nearby electric customers. This Solar Garden will also contribute to energy independence, decreasing our reliance on importing energy. USS Charger Solar LLC is contracted to deliver electricity for a period of 25 years, commencing on the date of commercial operation.

VISUAL IMPACT

OVERVIEW

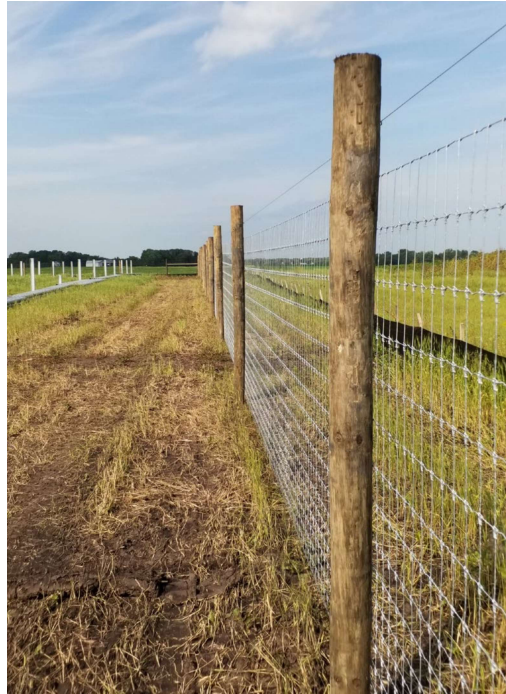
The surrounding land use is primarily agricultural, with several residences and farmsteads within a quarter mile of the Solar Garden. Currently, the relevant area of the parcel is 100% row crop agriculture. The Solar Garden is composed of single-axis trackers, which means the panels rotate from east to west as the sun rises and sets. The panels are about 6'-8' tall, depending on the tilt angle which varies throughout the day. Each row of solar panels is approximately 20' apart, and the entire Solar Garden area is planted in a mix of native grasses and pollinator-friendly habitat. There are no permanent structures or buildings.

PHOTO OF THE SITE



FENCE

Our Solar Garden will include a security fence around the entire perimeter, as required by National Electric Code. The security fencing will be located entirely on the Property. The fence will not exceed 8 feet in height, and it will be a farm-field style fence without barbwire. See the image below for a representative photo taken of a Solar Garden that was constructed in Minnesota in 2020.



VEGETATIVE SEEDING PLAN

As mentioned in the LOCAL IMPACT section, the area underneath the modules and between rows will be transformed into a diverse mix of pollinator-friendly, low-lying, deep-rooted plants. USS Charger Solar LLC will control for noxious weeds throughout the life of the Solar Garden.

SITE PLAN

The proposed site plan is enclosed as Appendix I to describe our design of the Solar Garden. You will also find a screenshot of the site plan below for your convenience. Appendix I shows the parcel, Solar Garden dimensions and specifications, zoning setbacks, and more.

SOLAR ON AGRICULTURAL LAND

Harvesting solar to generate energy is widely viewed as an agricultural business opportunity for farmers across the United States, including those in Minnesota. This is evidenced by many agricultural groups that have gone on record to support the expansion of community solar. For example, the President of the Minnesota Farm Bureau has stated publicly that the “**Minnesota Farm Bureau statewide policy supports the development and use of alternative energy sources such as solar farms and gardens, as long as the drainage is maintained and serviced.**” Other groups that have voiced their support for community solar include the American Farm Bureau Federation, MN Farmers Union and National Farmers Union.

There are three primary reasons why community solar gardens contribute to the preservation and improvement of agricultural land:

1. The Solar Garden area is converted to native grasses and pollinator-friendly habitat. As mentioned in the *LOCAL IMPACT* section, this makes a tremendous impact on the local environment, including but not limited to soil quality, water quality, and crop yields.
2. Decommissioning of community solar gardens is simple and does not disrupt the land. We remove the solar panels, racking, concrete inverter pads, and any other equipment and restore the land. Because we use piles as foundation, system removal involves almost no disruption to the land. After the Solar Garden’s life, what is left is an undisturbed field of native grasses atop immaculate soils. This is one of the only ways for a landowner to increase and diversify income while preserving and protecting farmland for future generations, when crop prices and agricultural practices may be more viable than they are today.
3. Landowners can convert a small portion of farmland to a community solar garden, which provides them with guaranteed, increased, and diversified income. This financial stability allows landowners to keep their remaining land in farming and in the family. This sort of financial stability is traditionally only offered by residential, commercial, or industrial development. Of these options, the community solar garden will be the best steward of the soils and natural resources of the agricultural land.

CONSTRUCTION

OVERVIEW

The construction of a Solar Garden is simpler than many people realize. Galvanized steel I-beams are driven into the ground to the appropriate depth to ensure long-term stability, according to detailed structural and geotechnical analysis. Racking sits on top of the steel I-beams. Solar panels clip into the racks. Inverters are set up in between sections of solar panels. Electrical line is buried 4' deep in an electrical conduit. There are no concrete footings and no permanent structures or buildings, which makes the eventual decommissioning process easy at the end of the Solar Garden life. The Solar Garden will comply with Minnesota Rules 7030 governing noise. We use Tier 1 solar panels to achieve high efficiency and conform to high quality control and safety standards.

The bulk of the construction will occur in approximately 7 weeks, followed by testing, inspections, and commissioning work. The most noticeable phase of the construction is the pile driving, which is often completed in 2 days or less. In total, the construction period is expected to last about 4 months. Hours of construction will be 7:00am to 7:00pm Monday-Saturday. No work will be done on Sundays and nationally-observed holidays.

PARKING

During our construction phase, a temporary parking area, adjacent to the Project, will be used for installation crews, delivery trucks (as needed), and construction and supervision personnel.

VEHICLES/CONSTRUCTION TRIPS

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

- Most deliveries will be in the first month and most electrical testing will be in the later stages of construction.
- 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.
- Note: We expect no more than 4 deliveries per day.

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. Any signage will follow any City of Cokato and State of Minnesota sign regulations.

WATER, SEWAGE, AND WASTE

No water, sewage, or waste management services are required onsite. Portable waste facilities will be provided during the construction period. 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 Charger Solar LLC takes responsibility for maintenance or replacement or new installation of any drain tile servicing this site if USS Charger Solar LLC and the landowner determine it necessary.

SITE ACCESS

An unpaved access road will be built from the public road (Omer Ave SW) to the Project. This provides necessary access for construction, regular mowing and maintenance activities, and decommissioning of the Project, while minimizing impact to adjacent land uses. The road also provides access in the unlikely event that emergency crews are needed onsite. We utilize the following simple process for construction of the access road:

- (1) Remove topsoil from a 15-foot wide area and spread it thinly in adjacent areas,
- (2) Lay down geotextile fabric over compacted subgrades, if necessary, to prevent vegetative growth, and
- (3) Install and compact approximately 8-10" of aggregate material/gravel to level with surrounding grade.

This Project will be accessed from a 15-foot-wide access road directly off Omer Ave SW via the new field access. USS Charger Solar LLC will work with the road authority, MnDOT, for approval. See the Site Plan in Appendix I for a depiction of the access road.

OPERATIONS AND MAINTENANCE

As a long-term owner and operator, US Solar's operations team analyzes Solar Garden performance remotely 24/7 through our data acquisition system. This real-time monitoring aids in detecting and diagnosing any production anomalies, identifying, and addressing under-performance issues, managing service teams and technicians, and contacting landowners and the utility if necessary.

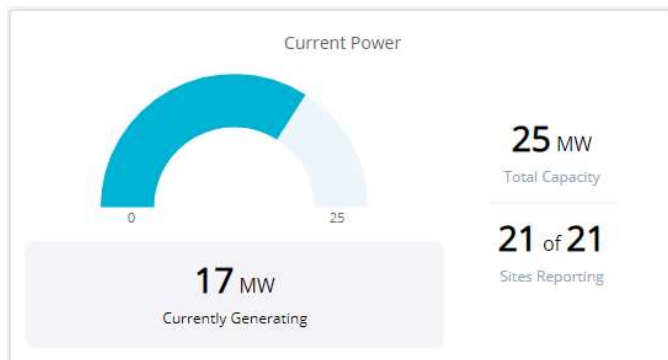


Figure: Snapshot of instantaneous generation for an operating portfolio

Approximately 4 times per year, authorized and insured technicians will be sent out to perform routine maintenance on the site, in addition to any unplanned maintenance. During the first few years, maintenance personnel will visit the site a few extra times per year to ensure the health of vegetation and landscaping.

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

In addition, Xcel Energy personnel will have an easement and will perform any maintenance activities of their interconnection facilities, if needed.

PARKING

After construction is completed, there will be approximately two parking spots within the boundaries of the perimeter fence. Our vehicles will park there to avoid disrupting traffic or adjacent land use.

OTHER

There will be:

- No daily traffic
- No equipment or materials storage onsite
- No marketing/advertising signage
- No water/sewer/trash utilities required onsite

GRADING AND STORMWATER POLLUTION PREVENTION

GRADING

Grading, filling, removal of soils, and addition of soils will be limited to the extent practical. Our solar racking can accommodate various terrain.

We will maintain the existing drainage patterns of this parcel, minimizing impact to surrounding land. A 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 infiltration basins and the newly established perennial vegetation.

As described in the Minnesota Stormwater Manual, Best Management Practices have been incorporated to ensure a site maintains good drainage. All impervious surfaces are fully disconnected and routed over low maintenance grass. 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.

The SWPPP will include the following:

- Storm water mitigation and management resources
- Wetland impacts (if any)
- 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

EROSION AND SEDIMENT CONTROL PLAN

USS Charger Solar LLC will comply with the requirements outlined above, including obtaining a stormwater permit prior to construction. Our racking equipment is very accommodating of various terrain types and topography. Please refer to [Appendix I](#) for the erosion and sediment control site plan.

Due to the Solar Garden size and flat topography, no temporary sediment basins are required. The existing topography creates enough storage, so no grading is needed for this design. In addition to the silt fence, we propose a stormwater basin within the Solar Garden and permanent erosion control at the outlet.

NO HAZARDOUS MATERIALS INVOLVED

We exclusively use Tier 1 solar panels. The materials that comprise Tier 1 solar panels are the same materials that comprise a cell phone: glass, silicon, silver, aluminum. All the materials used in the Solar Garden are stable and fully contained. There is no pollution of the air, groundwater, or surface area of the site on which they sit.

PROPERTY VALUES

According to a widely circulated independent study conducted by researchers at the [LBJ School of Public Affairs at the University of Texas](#), the results from the survey of residential home assessors show that the majority of respondents believe that proximity to a solar installation has either no impact or a positive impact on home values. Data comes from a survey of 37 different appraisers across the U.S. and represents 23 states of the 42 to have utility scale solar facilities. Responses that indicated negative impact were primarily from properties with closer proximity to larger facilities i.e. homes studied within 100 feet of a larger facility (25MW -100MW in size). It is also important to note that assessors with experience assessing homes near solar installations perceived considerably smaller impacts than those without experience.

[Kirkland Appraisals, LLC](#) conducted a matched pair analysis of the property value of homes and agricultural land adjoining existing solar farms in North Carolina, South Carolina, Tennessee, Virginia, Mississippi, Texas, Oregon, New York and Maryland. The conclusion of this study was no indication of any impact on property values, positive or negative, of homes or vacant residential or agricultural land due to adjacency to a solar farm. Note that the average distance from a residential home to solar panels in this study was 150'.

Locally, [Chisago County](#) decided to study this independently. They released a report conducted by the County Assessor reviewing property value impacts due to the 100MW North Star solar project which covers approximately 1,000 acres. Note that North Star is approximately 100x the size of this project. Between January 2016 and October of 2017 fifteen (15) properties sold adjacent or near the solar array. After analyzing sales prices, they concluded no adverse impact due to the solar array was found.

In summary, all available data finds no negative impacts to property values of residential homes or agricultural land adjacent or near a solar array. This fact has been confirmed in decisions by the Minnesota Court of Appeals.

DECOMMISSIONING PLAN

The Solar Garden consists of many recyclable materials, including glass, semiconductor material, steel, aluminum, copper, and plastics. When the Solar Garden 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 at the end of the lease term or in the event of twelve (12) months of non-operation. At the time of decommissioning, the Solar Garden components will be dismantled and removed using minimal impact construction equipment, and materials will be safely recycled or disposed. USS Charger Solar LLC will be responsible for all the decommissioning costs.

REMOVAL PROCESS

The decommissioning of the Solar Garden proceeds in the following reverse order of the installation:

1. The solar system will be disconnected from the utility power grid
2. PV modules will be disconnected and removed
3. Electrical cables will be removed and recycled off-site
4. PV module racking will be removed and recycled off-site
5. PV module support posts will be removed and recycled off-site
6. Electrical devices, including transformers and inverters, will be removed and recycled off-site
7. Concrete pads will be removed and recycled off-site
8. Fencing will be removed and recycled off-site
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 Solar Garden 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 City of Cokato take note of 3 important considerations: 1) a community solar garden is not a public nuisance, 2) the resale and recycle value are expected to exceed the cost of decommissioning, and 3) City of Cokato and taxpayers are not at risk.

1) Our modules do not contain hazardous materials and the Solar Garden is not connected to government utilities (water, sewer, etc.). The Solar Garden will be fenced and is sheltered from residences with existing screening. Additionally, almost all the land is permanent vegetation which improves erosion control, soil quality, and water quality. For these reasons, the Solar Garden, whether operational or non-operational, is not a public nuisance threat that would require government involvement in decommissioning or removal of the Solar Garden. Compare 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 Solar Garden's life, the component parts may be resold and recycled. The aggregate value of the equipment is expected to exceed 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 and the value of electricity, it is easy to calculate expected resale value. Even using extremely conservative assumptions, the value of the solar modules alone greatly exceeds the cost of decommissioning. This does not factor in the recycle value of other raw materials like steel, copper, etc. So, decommissioning is seen as a process that results in a net profit, incentivizing the Solar Garden owner to do it.

3) In the extremely unlikely, “worst-case” scenario where (1) the Solar Garden owner fails to decommission and neither our lender nor any power generation entities want the assets, and then (2) the landowner fails to decommission the Solar Garden (which the landowner would have the right to do under the Property lease), the City of Cokato would have its standard police powers to enforce decommissioning. If that process ultimately resulted in City of Cokato gaining ownership of the property, City of Cokato could sell the parcel which would absolutely exceed the decommissioning cost.

INSURANCE INFORMATION

USS Charger Solar LLC will be required to meet insurance requirements under long-term contracts with several parties, including the site landowner, Xcel Energy and its Solar Garden lenders and investors. USS Charger Solar LLC will be listed on a policy that includes:

- Liability coverage that will include \$1,000,000 in coverage against damage to rented property
- Excess liability coverage of an additional \$1,000,000 per occurrence
- Property coverage in an amount necessary to cover the value of the Solar Garden and up to one year of lost revenue in the event the project is destroyed and needs to be rebuilt

PROJECT OWNERSHIP

The applicant of the CUP, USS Charger Solar LLC, is a subsidiary of US Solar. USS Charger Solar is the owner of the Project. Please find more information about US Solar at www.us-solar.com.

INTERCONNECTION WITH XCEL ENERGY

An Interconnection Application has not yet been executed, the application has been deemed complete by Xcel Energy, and the public and private data shows that there is available capacity for this Solar Garden on this distribution infrastructure. Refer to Appendix II for more information.

MANUFACTURER’S SPECIFICATIONS

USS Charger 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 financiers have vetted these modules. They 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 material impact from glare.

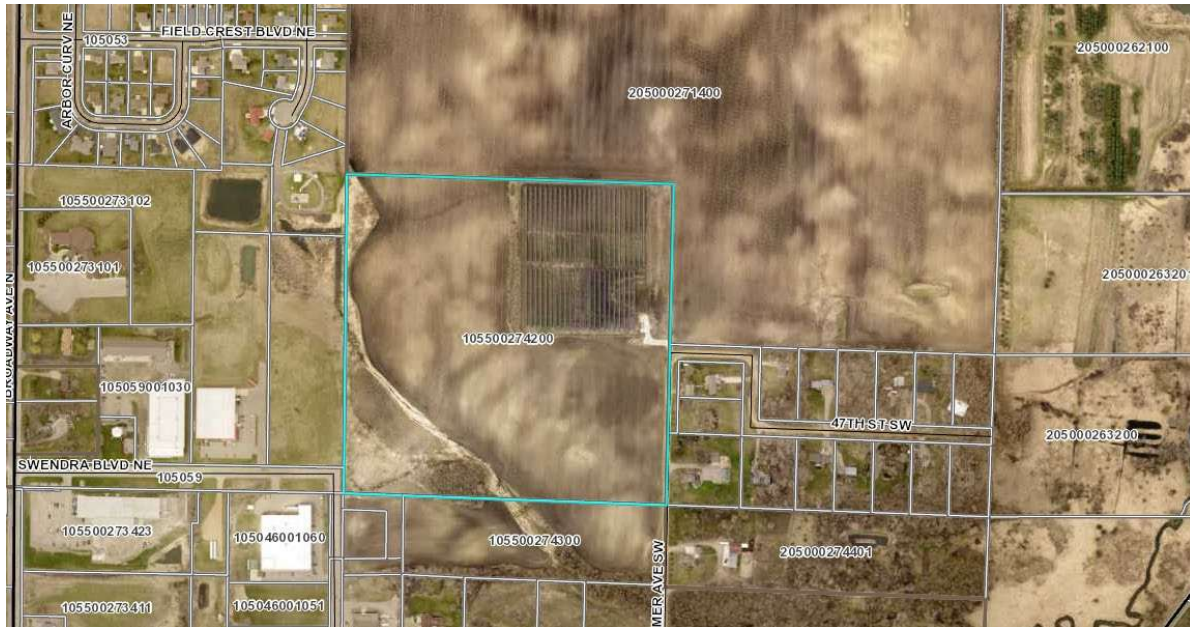
We are using Tier 1 string inverters for this Solar Garden installed throughout the site. The inverters and electrical cabinets are enclosed and will meet all applicable codes and requirements.

CONCLUSION

USS Charger Solar LLC has complied with all criteria and requirements of the City of Cokato, and we respectfully request that the City of Cokato Planning Commission recommends approval of this application.

APPENDIX I – SITE PLANS AND PROJECT MAPS

The attached site plans and project maps display the specifications of USS Charger Solar LLC. The Site Plan includes surface water drainage patterns, drain tile, and project dimensions. The project maps provide detail into key environmental characteristics of the site.





LEGEND

- SWITCHBOARD AND TRANSFORMER PAD
- SINGLE AXIS TRACKER
- PROPOSED POWER POLE
- PROJECT BOUNDARY
- EXISTING OVERHEAD POWERLINE
- EXISTING ROAD RIGHT OF WAY
- PROPERTY OF LINE
- EXISTING EASEMENT
- YARD SETBACK LINE
- EX. 5' CONTOUR
- EX. 10' CONTOUR
- PROPOSED GRAVEL ACCESS ROAD (DRIVEWAY)
- PROPOSED UNDERGROUND COLLECTOR
- PROPOSED OVERHEAD POWERLINE
- PROPOSED FENCE LINE
- PROPOSED STORMWATER BASIN
- DESKTOP REPLANTED WETLANDS

SYSTEM SPECIFICATIONS

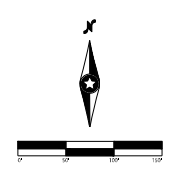
SYSTEM SIZE DC	1400 KW
SYSTEM SIZE AC	1000 KW
DC/AC RATIO	1.3997
MODULE RATING	540 W
TOTAL MODULE QTY	2,592
TOTAL NO. TRACKER RACKS	24
TOTAL NO. MODULES PER TRACKER RACK	108
INTERROW SPACING	15.15'
ROW	22.61'
GCW	33.0%
FENCED AREA	7.15 ACRES

- GENERAL NOTES**
- INSTALLATION TO COMPLY WITH NEC 2017 ARTICLE 690 AND ALL APPLICABLE LOCAL STATE AND NATIONAL CODES OR REGULATIONS.
 - EQUIPMENT SHALL BE LABELED PER NEC 690 AND IEC ENERGY REGULATIONS.
 - TOP ACCESS ROADS SHALL BE DESIGNED TO ACCOMMODATE ALL CONSTRUCTION OPERATIONS MAINTENANCE AND UTILITY TRUCK THROUGHOUT THE SITE.
 - DIMENSIONS TO PRIORITY LINES AND DETING FEATURES ARE APPROXIMATE PENDING SURVEY.



REVISIONS

DATE	COMMENT
05/21/2021	Issue Permit Site Plan
05/21/2021	Final Review
05/21/2021	Final Review



USS Charger Solar LLC
 Wright County, Minnesota
 4400 Omer Ave. SW
 Cokato, MN 55321

PV Site Plan

**PRELIMINARY
 NOT FOR CONSTRUCTION**

DATE: 05/21/2021
 SHEET: C.100



LEGEND

- SWITCHBOARD AND TRANSFORMER PAD
- SINGLE AXIS TRACKER
- PROPOSED POWER POLE
- PROJECT BOUNDARY
- EXISTING OVERHEAD POWERLINE
- EXISTING ROAD RIGHT OF WAY
- EXISTING UTILITY LINE
- EXISTING EASEMENT
- YARD SETBACK LINE
- EX. 5' CONTOUR
- EX. 10' CONTOUR
- PROPOSED GRAVEL ACCESS ROAD (DRIVEWAY)
- PROPOSED UNDERGROUND COLLECTOR
- PROPOSED OVERHEAD POWERLINE
- PROPOSED FENCE LINE
- PROPOSED STORMWATER BASIN
- DECK TOP OF DELIMITED WETLANDS
- PROPOSED SET FENCE
- DRAINAGE AREA BOUNDARY

SYSTEM SPECIFICATIONS

SYSTEM SIZE DC	1,400 kW
SYSTEM SIZE AC	1,000 kW
DC/AC RATIO	1.3997
MODULE RATING	540 W
TOTAL MODULE QTY	2,592
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FENCED AREA	7.15 ACRES

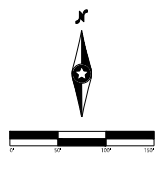
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 - TOP ACCESS ROADS SHALL BE DESIGNED TO ACCOMMODATE ALL CONSTRUCTION OPERATIONS, MAINTENANCE AND UTILITY TRUCKS THROUGHOUT THE SITE.
 - DIMENSIONS TO PRIORITY LINES AND EXISTING FEATURES ARE APPROXIMATE PERIODIC SURVEY.



100 N 6th St, Suite 400
 Minneapolis, MN 55403

REVISIONS

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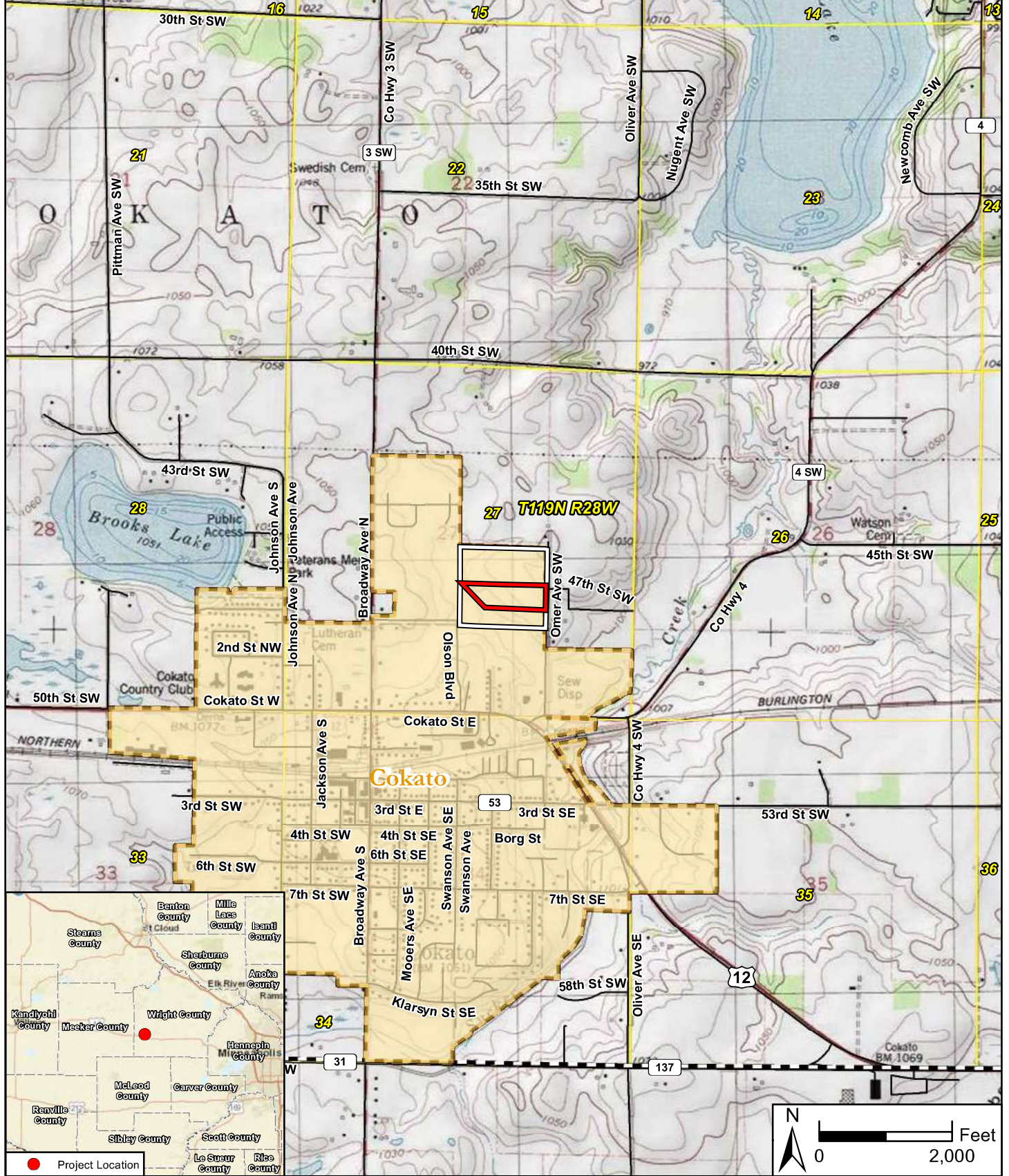


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Site Hydrology

**PRELIMINARY
 NOT FOR CONSTRUCTION**

DATE: 05/21/2021
 SHEET: C.101



Data Source(s): Westwood (2020); ESRI WMS USA Topo Basemap Imagery (Accessed 2020); Minnesota DNR - Minerals Division/Section of Wildlife (2015); Census Bureau (2017); Wright County (2015).

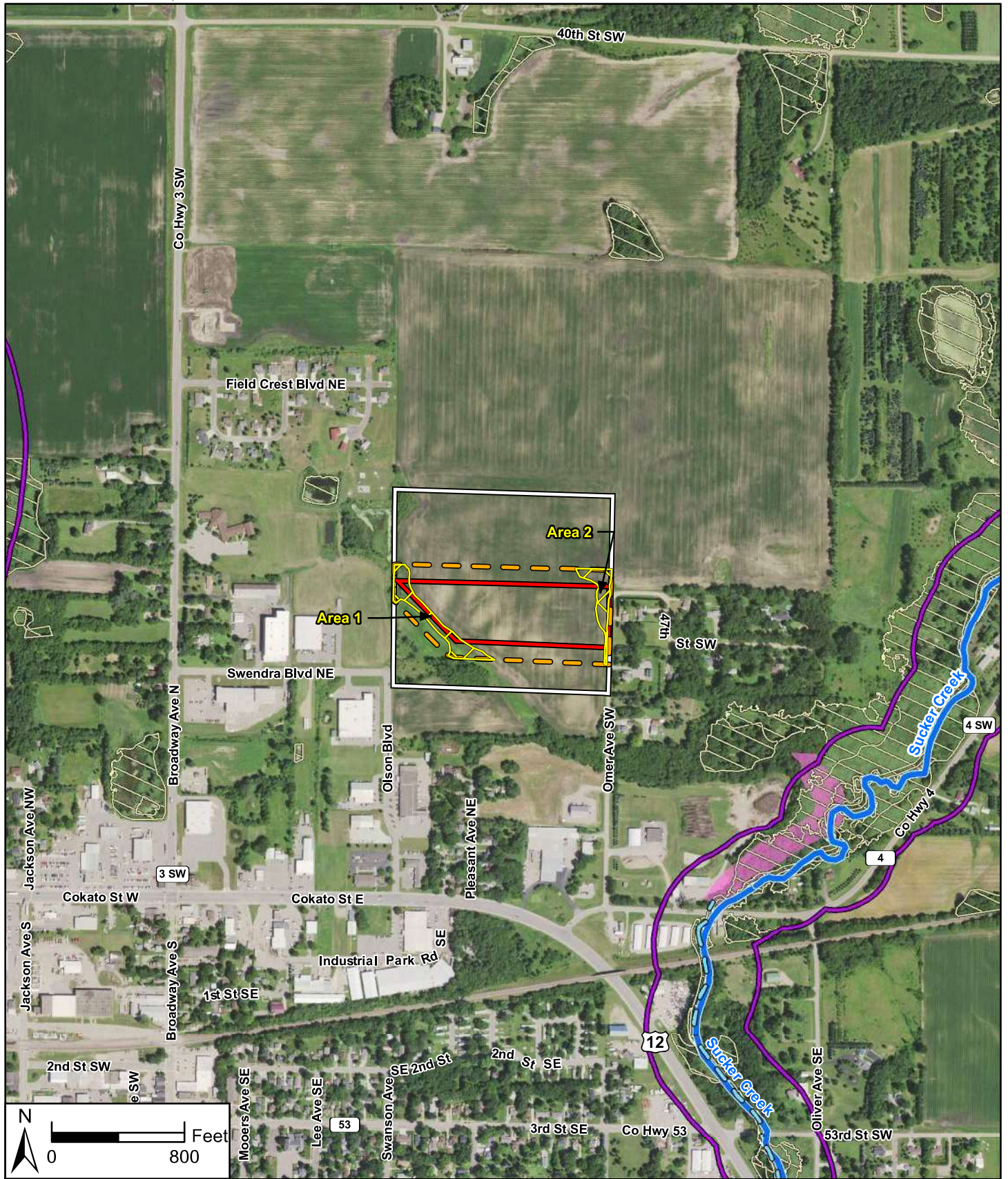
Legend

- Project Premises Boundary
- Subject Parcel Boundary
- Road
- County Boundary
- Municipality
- Civil Township Boundary
- PLS Township Boundary
- PLS Section Boundary

Charger Community Solar Garden
City of Gokato
Wright County, Minnesota

Project Location & USGS Topography

Map Document: N:\0027180_15\GIS\CIA_Exhibits\Charger_CIA_Ex1_Sitelocation_200701.mxd 7/2/2020 9:20:54 AM NGBryant



Data Source(s): Westwood (2020); Minnesota DNR - Minerals Division/Section of Wildlife (2017); Census Bureau (2017); USDA NAIP Wright County (2019); USGS NHD (2015); USFWS NWI (2017); FEMA National Flood Hazard Layer (2017); Wright County (2015).

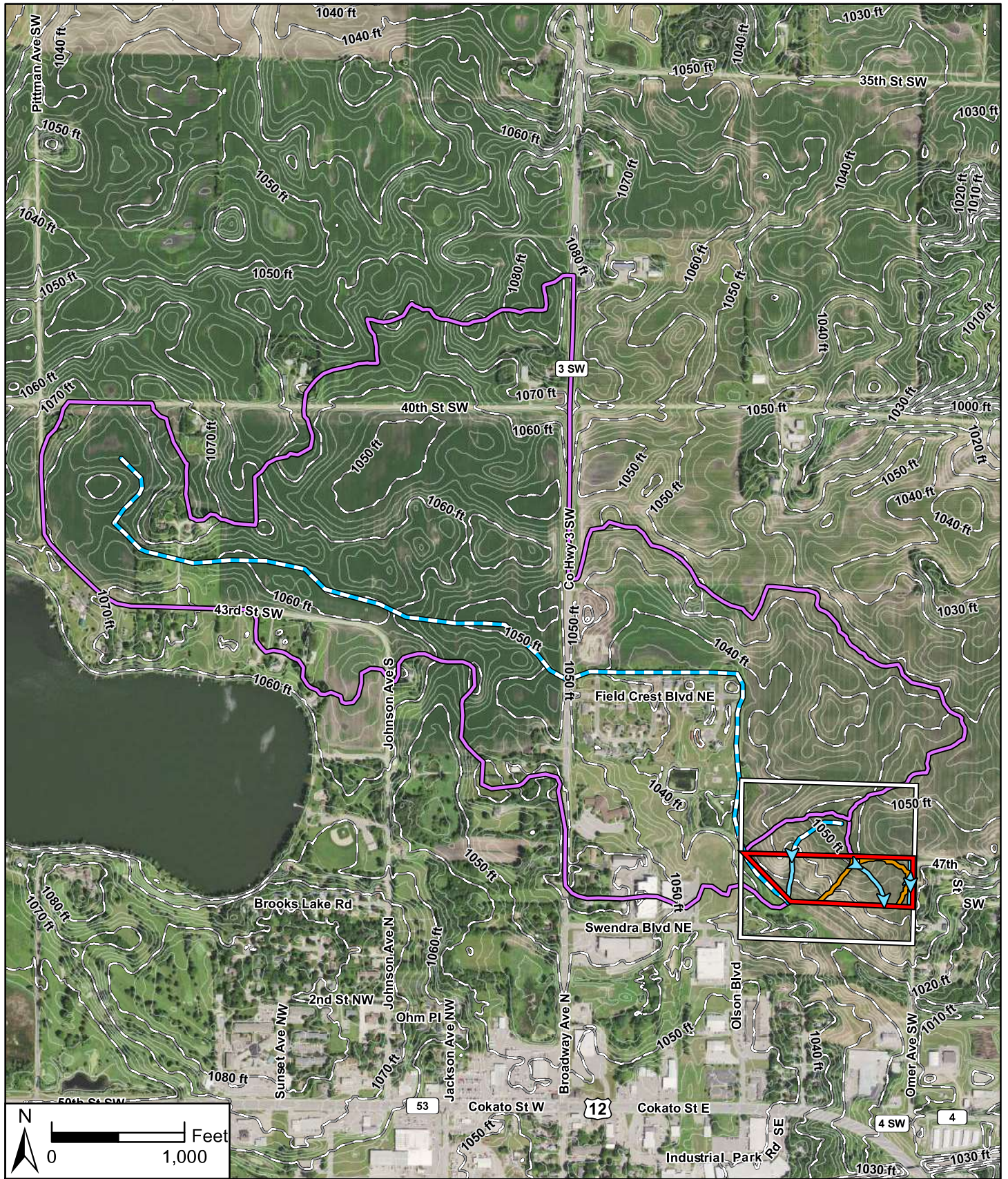
Legend

- Project Premises Boundary
- Subject Parcel Boundary
- Desktop Wetland Delineation Area Boundary
- PWI Watercourse
- PWI Basin
- Impaired Stream
- Impaired Lake
- Desktop Delineated Wetland
- NWI Wetland
- Shoreland District
- Drainage Ditch
- 100-Year Floodplain
- 100-Year Floodway
- 500-Year Floodplain

Charger Community Solar Garden

City of Cokato
Wright County, Minnesota

Water Resources



Data Source(s): Westwood (2020); Census Bureau (2017); USDA NAIP Wright County (2019); MnTopo LiDAR 2ft Contours (Accessed 2020), Wright County (2015).

Legend

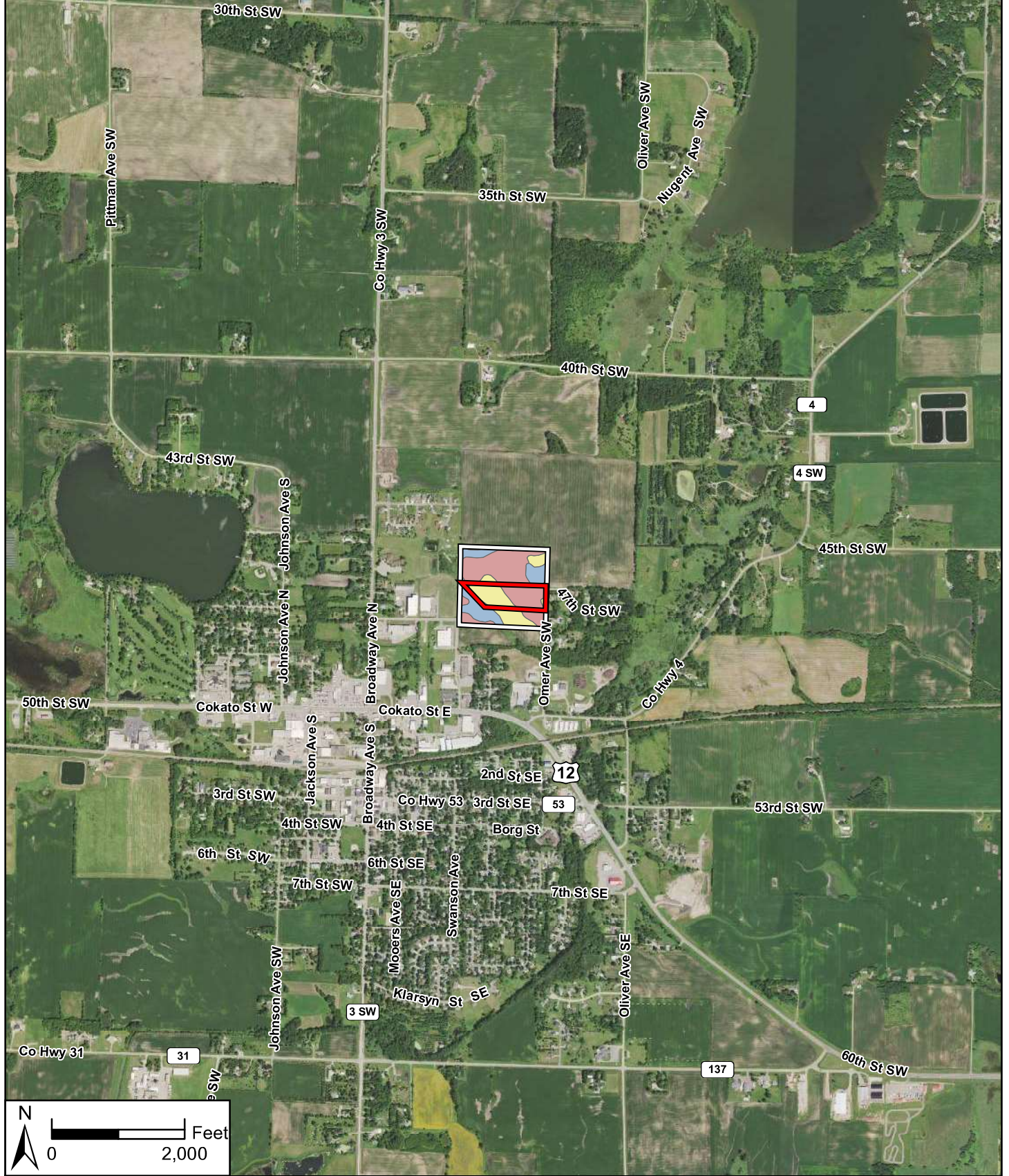
- Project Premises Boundary
- Subject Parcel Boundary
- 10ft Contour
- 2ft Contour
- ➔ Onsite Flowpath
- Offsite Flow Path
- Onsite Drainage Area
- Offsite Drainage Area

Charger Community Solar Garden

City of Cokato
Wright County, Minnesota

Desktop Hydrology

Westwood
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Westwood Professional Services, Inc.



Data Sources: Westwood (2020); Census Bureau (2016); MNDNR (Various Dates); USDA NAMP Carver County (2019); The Minnesota County Biological Survey, MNDNR, Division of Ecological Resources (2015); NCED and Partners (2016); U.S. Fish and Wildlife Service (Various Dates); Conservation Biology Institute PAD-US (2016).
 Note: NHIS data referenced here were provided by the Division of Ecological and Water Resources, Minnesota Department of Natural Resources (DNR), and were current as of 2016. These data are not based on an exhaustive inventory of the state. The lack of data for any geographic area shall not be construed to mean that no significant features are present.

- Project Premises Boundary
 - Subject Parcel Boundary
 - Native Plant Community
 - MBS Site of Biodiversity Significance
 - Conservation Easement
 - Regionally Significant Ecological Area
 - National Wildlife Refuge Boundary
 - Minnesota Wildlife Management Area
 - Scientific & Natural Area
 - Waterfowl Production Area
 - PAD Public Land
- Prime Farmland Classification**
- All areas are prime farmland
 - Farmland of statewide importance
 - Prime farmland if drained

Charger Community Solar Garden

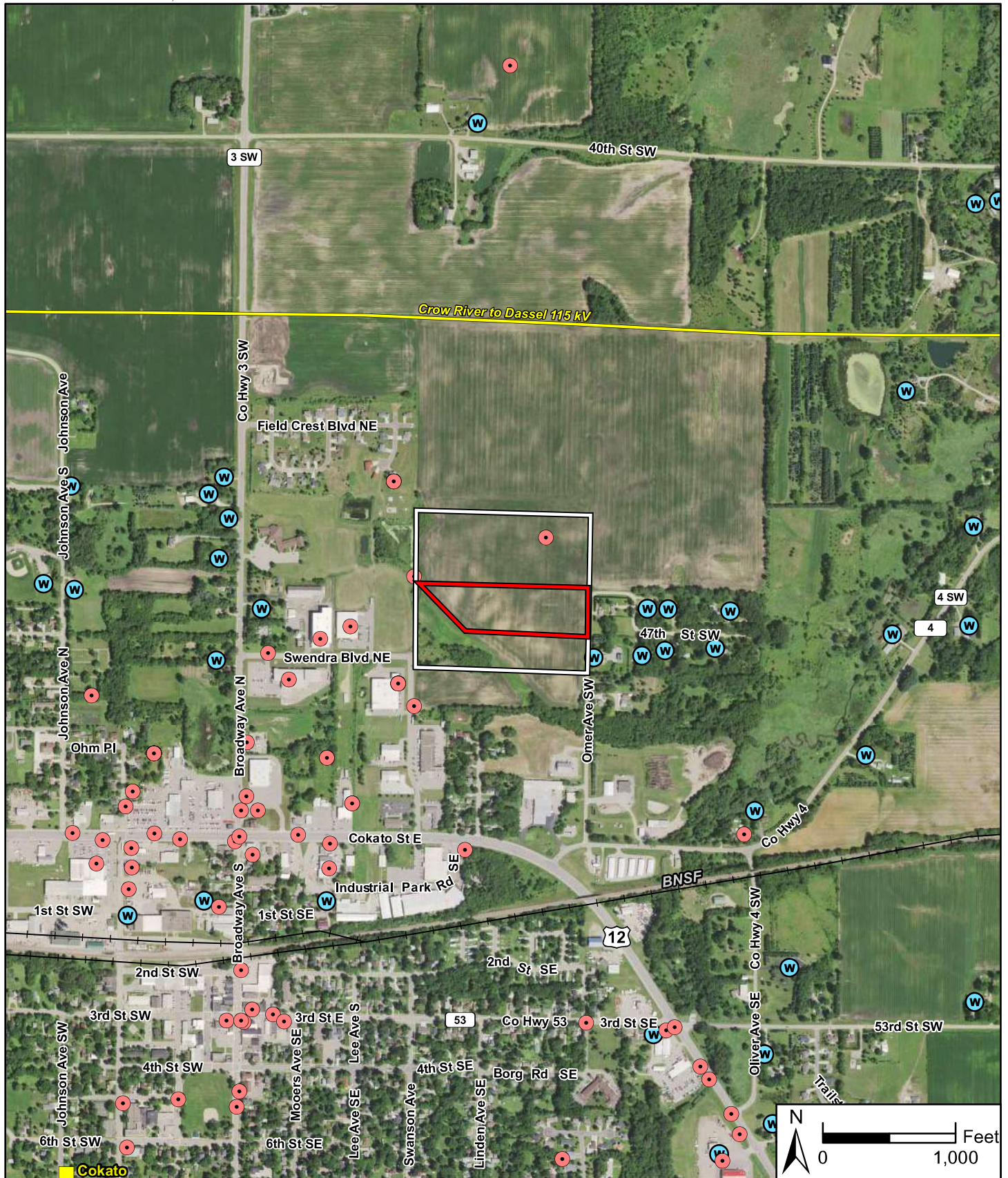
City of Cokato
 Wright County, Minnesota

Biological Resources & Public Lands

Westwood
 Toll Free (888) 937-5150 westwoodps.com
 Westwood Professional Services, Inc.

NHIS data indicate no records of rare species or communities within 1 mile of the Subject Parcel.

Map Document: N:\0027180_15\GIS\CIA_Exhibits\Charger_CIA_Ev4_BiologicalResources&PublicLands_200701.mxd 7/22/2020 9:31:57 AM NGBryant



Data Source(s): Westwood (2020); Census Bureau (2017); USDA NAIP Wright County (2015); U.S. Department of Agriculture, Natural Resources Conservation Service (2019); Ventyx Velocity Suite, Ventyx Energy LLC, (2019); Minnesota Pollution Control Agency (2009); Minnesota Geological Survey (2014); Wright County (2015).

Legend

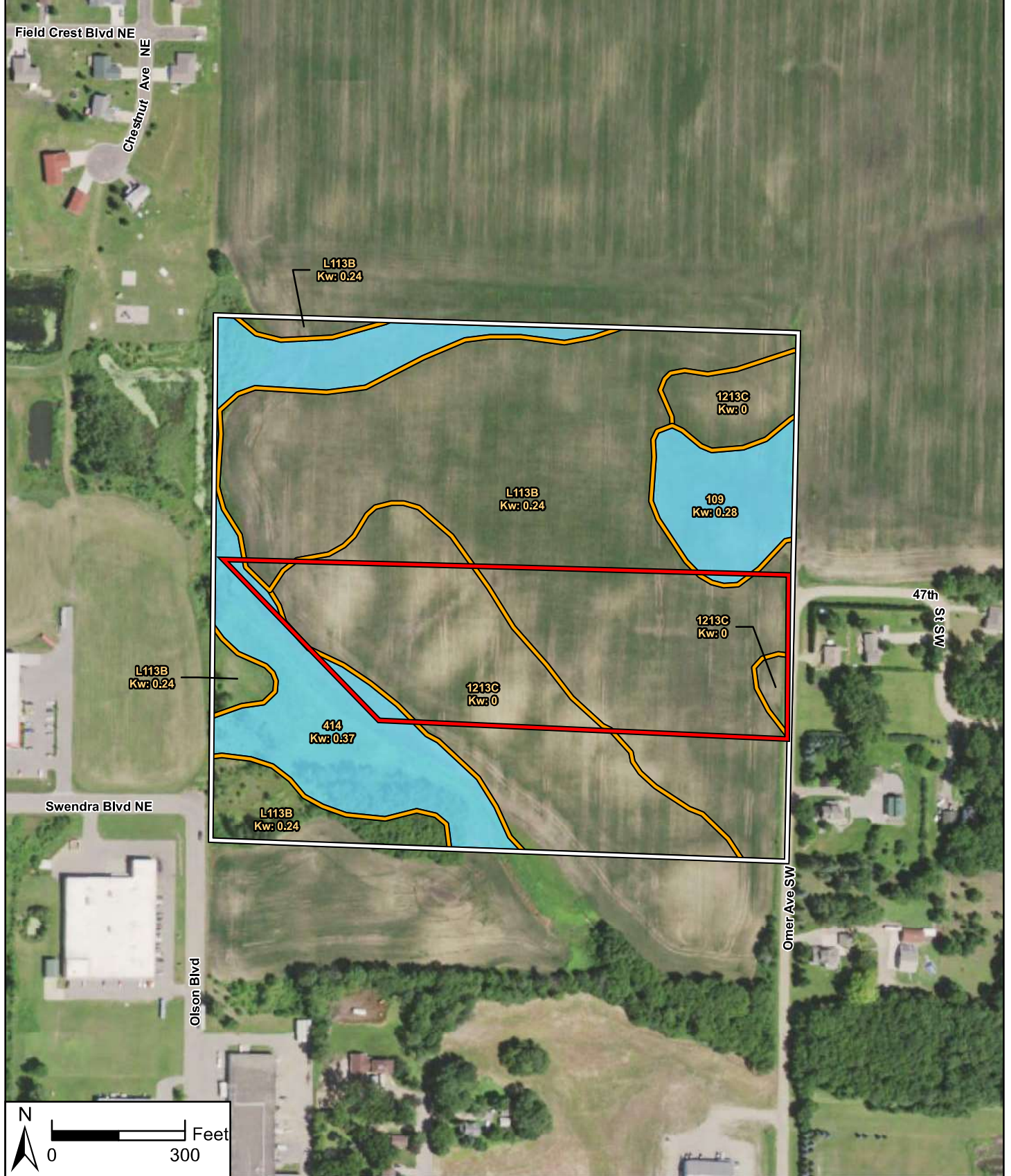
- Project Premises Boundary
- Subject Parcel Boundary
- Oil Pipeline
- CO2 Pipeline
- Natural Gas Pipeline
- Transmission Line
- ✈ Airport
- MPCA Site
- Substation
- ✳ Natural Gas Compressor Station
- W Approximate Well Location
- + Railroad

Charger Community Solar Garden
City of Cokato
Wright County, Minnesota

Infrastructure



Map Document: N:\0027180_15\GIS\CIA_ Exhibits\Charger_CIA_E-5_Infrastructure_200701.mxd 7/2/2020 9:34:52 AM NGBryant



Data Source(s): Westwood (2020); Census Bureau (2017); USDA NAIP Wright County (2019); U.S. Department of Agriculture, Natural Resources Conservation Service (2020); Wright County (2015).

Legend

- Project Premises Boundary
- Subject Parcel Boundary
- Soil Unit Boundary (Labeled by Map Unit Symbol)
- All Hydric/Predominantly Hydric Soil

Unified Soil Classification System | USDA Map Unit Symbol | USDA Map Unit Name | Hydric Soils Classification

- | 1213C | Cokato-Storden complex, 6 to 12 percent slopes, eroded | 3% Hydric
- CL | L113B | Reedslake-Le Sueur complex, 1 to 6 percent slopes | 7% Hydric
- OH | 109 | Cordova clay loam, 0 to 2 percent slopes | 90% Hydric
- SC | 414 | Hamel loam, 0 to 2 percent slopes | 90% Hydric

Charger Community Solar Garden

City of Cokato
Wright County, Minnesota

Soils

Westwood
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Westwood Professional Services, Inc.



LEGAL DESCRIPTION

The following legal description is taken from Minnesota's public records as recorded in the Public Records Office of the State of Minnesota, Book No. NSD 95908-00-NED by First American Title Insurance Company having an effective date of September 18, 2020 at 7:50 AM.

Real property in the City of Crookston, County of Wright, State of Minnesota, described as follows:

Block:
The north 100 feet of said Northeast Quarter of the Southeast Quarter.

and
The north 100 feet of the Northwest Quarter of the Southeast Quarter of Section 27, Township 17N North, Range 28 West, Wright County, Minnesota.

EXCEPTIONS

- The following notes are attached to the foregoing subject of Section 27, Section 8 of the above mentioned legal description.
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GENERAL NOTES

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VICINITY MAP



Phone: 651-224-2400 Fax: 651-224-2401
 10000 Highway 100, Suite 200, Minneapolis, MN 55426
 www.westwood.com



REVISION	DATE	COMMENT

USS Charger Solar LLC
 Wright County, MN

Parcel Constraints Map

DATE: 11/02/2020
 SHEET: 1 OF 1

APPENDIX II – INTERCONNECTION AGREEMENT DETAILS

An Interconnection Agreement has not yet been executed; however, the application has been deemed complete by Xcel Energy. The Project is now in the System Impact Study phase, which is a required study by Xcel Energy to generate the Interconnection Agreement. The Interconnection Agreement is expected by December 2021.

The image below displays the Project's deemed complete date. Please note there is not an application page that is submitted to Xcel Energy, as the entire application process is conducted via Xcel Energy's Solar Rewards Community Salesforce portal.

Deemed Complete Date: 7/8/2020

System Impact Study Results Date: 9/28/2021

Est. Interconnection Agreement Date: 12/7/2021

Deemed Complete Date

The "deemed complete" date for queue position and regulatory reporting has been captured.

Xcel Energy

7/9/2020, 01:00 AM CDT

7/8/2020, 04:18 PM CDT

APPENDIX III – MEMORANDUM OF LEASE AGREEMENT

Lessor: Dean Osland

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 Charger Solar LLC, the CUP applicant and project company.

_____(Top 3 inches Reserved for Recording Data)_____

MEMORANDUM OF LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF OPTION TO LEASE, LEASE AND SOLAR EASEMENT (this "**Memorandum**"), dated as of APRIL 1, 2020 (the "**Effective Date**"), is made by and between, Laurel Village of Cokato, a Minnesota limited liability company, whose address is 10619 E Bahia Dr, Scottsdale, AZ 85255 ("**Lessor**") and **US SOLAR DEVELOPMENT LLC**, a Delaware limited liability company, whose address is 100 N 6th St., Suite 410B, Minneapolis, MN 55403 ("**Lessee**").

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

B. Lessor and Lessee have entered into that certain Option to Lease, Lease and Solar Easement (the "**Lease**"), having an effective date of APRIL 1, 2020, whereby Lessor leases to Lessee and Lessee leases from Lessor a portion of the Lessor Property (the "**Premises**") for the purposes of the Facility (as defined below).

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 AND RELATED 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 STORAGE AND TRANSFORMERS, FIXTURES, ELECTRIC DISTRIBUTION LINES, COMMUNICATION

LINES, METERING EQUIPMENT, PERIMETER FENCING, 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.

COMMERCIAL OPERATION 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 COMMERCIAL OPERATION DATE. THE "COMMERCIAL OPERATION 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 COMMERCIAL OPERATION DATE IS NOT EXPECTED TO EXCEED THIRTY (30) MONTHS. IF THE COMMERCIAL OPERATION DATE DOES NOT OCCUR WITHIN THIRTY MONTHS 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 COMMERCIAL OPERATION DATE (IN WHICH CASE THE DATE OF SUCH PAYMENT SHALL BE DEEMED TO BE THE COMMERCIAL OPERATION DATE), AND IF LESSEE DOES NOT ELECT TO DO SO (OR IF THE COMMERCIAL OPERATION DATE DOES NOT OTHERWISE OCCUR) WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF SUCH THIRTY-MONTH 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. IF LESSEE IN ITS SOLE DISCRETION 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 THIS AGREEMENT 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 CREDIT, VALUE, TAX OR OTHER BENEFIT ARISING FROM OR ASSOCIATED WITH THE INSTALLATION OR OWNERSHIP OF THE FACILITY OR THE PRODUCTION OF ENERGY AND CAPACITY BY THE FACILITY, INCLUDING, BUT NOT LIMITED TO, ANY

PRODUCTION TAX CREDIT OR INVESTMENT TAX CREDIT PURSUANT TO 26 U.S.C. SECTIONS 45 AND 48 OR SIMILAR STATE TAX LAW PROVISIONS; THE MADE-IN-MINNESOTA REBATES PURSUANT TO MINN. STAT. SECTION 116C.7791 (2013); AND THE REBATES AVAILABLE THROUGH NSP'S "SOLAR REWARDS" PROGRAM 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: 

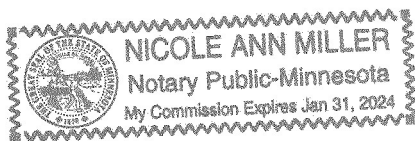
Name: Reed Richerson

Title: COO

STATE OF MINNESOTA

COUNTY OF Ramsey

This instrument was acknowledged before me on April 24, 2020 by Reed Richerson, the COO of US Solar Development LLC, a Delaware limited liability company, on behalf of the company




Name Printed: Nicole Ann Miller

(SEAL)

LANDOWNER:

Laurel Village of Cokato LLC

By:

[Signature]

Name:

Dean T. Osland

Its:

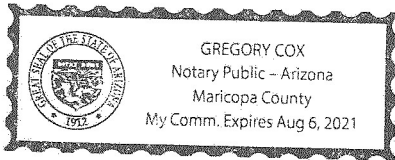
OPERATIONS MANAGER

STATE OF AZ

COUNTY OF Maricopa

Dean T. Osland as Operations
Manager of

This instrument was acknowledged before me on 4/15/2020 by Laurel Village of Cokato LLC, a Minnesota limited liability company.



(SEAL)

[Signature]
Name Printed: Gregory Cox

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N. 6th St, Suite 410B
Minneapolis, MN 55403
612.260.2230

EXHIBIT A TO
MEMORANDUM OF LEASE AND SOLAR EASEMENT

1. Lessor Property

One tract(s) in Wright County, Minnesota described as follows:

Property ID: 105-500-274200

Deeded Acreage: 38.64

Legal Description: The Northwest Quarter of the Southeast Quarter of Section 27,
Township 119 North, Range 28 West, Wright County, Minnesota.

Except:

The north 100 feet of said Northwest Quarter of the Southeast Quarter.

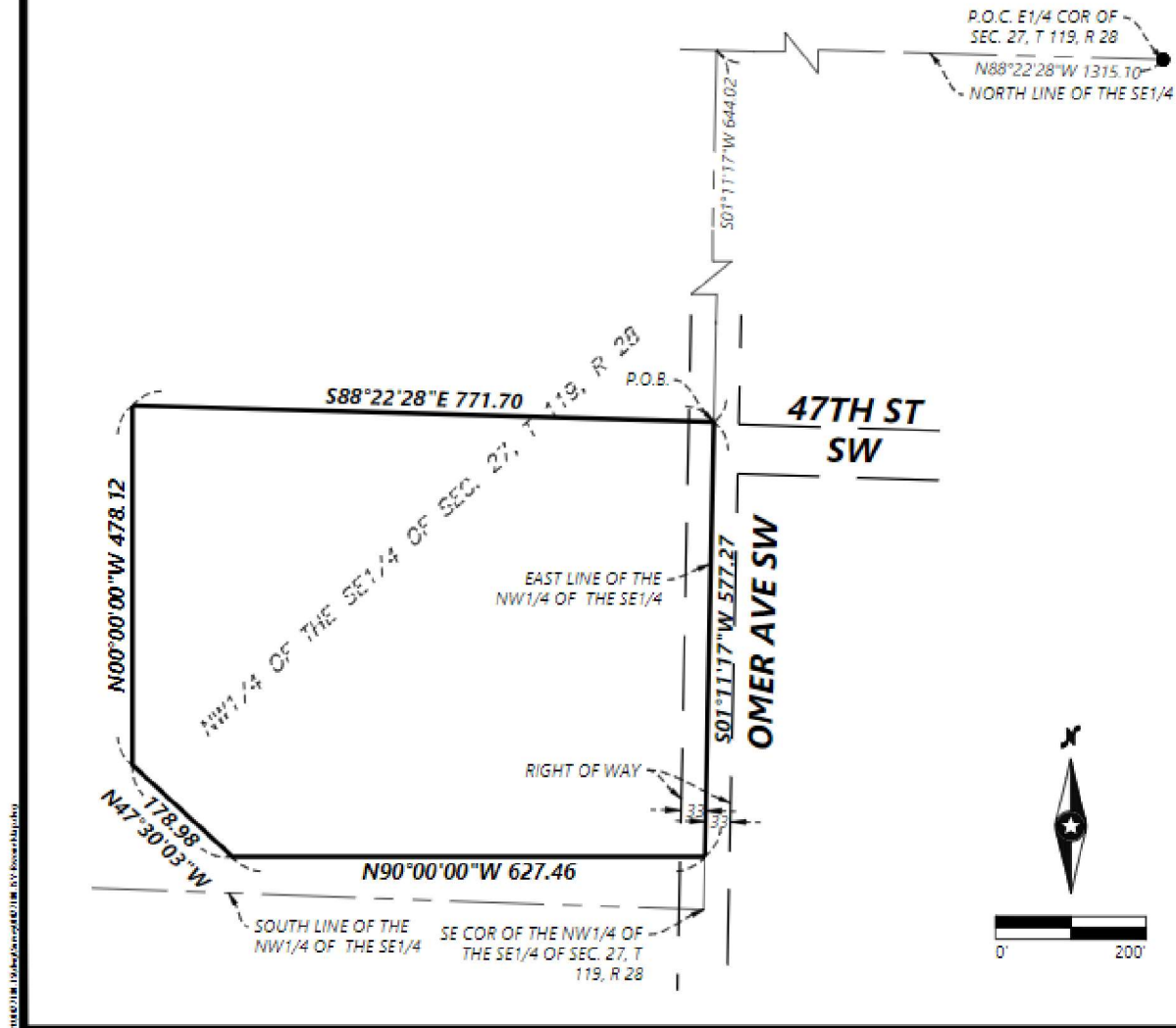
APPENDIX IV – SAMPLE SKETCH ELEVATION

PROPOSED DESCRIPTION

That part of the Northwest Quarter of the Southeast Quarter of Section 27, Township 119 North, Range 28 West, Wright County, Minnesota Being more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter; thence North 88 degrees 22 minutes 28 seconds West along the north line of said Southeast Quarter, a distance of 1315.10 feet to the east line of said Northwest Quarter of the Southeast Quarter; thence South 01 degree 11 minutes 17 seconds West along said east line, a distance of 644.02 feet to the Point of Beginning; thence continuing South 01 degree 11 minutes 17 seconds West along said east line, a distance of 577.27 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 627.46 feet; thence North 47 degrees 30 minutes 03 seconds East, a distance of 178.98 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 478.12 feet; thence South 88 degrees 22 minutes 28 seconds East, a distance of 771.70 feet to the Point of Beginning.

Containing 442,220 square feet, more or less or 10.15 acres, more or less.



11/20/21 1:56:27 PM BY KENNEDY/BJR

Westwood
 Phone: (202) 224-4092 2701 12th Street North, Suite 200
 Fax: (202) 224-4091 St. Cloud, MN 56204
 Toll Free: (800) 270-4092 westwoodcpa.com
 Westwood Professional Services, Inc.

**USS Charger
Solar LLC**

**Sketch and
Description**
 DATE: 07/20/2021