



Redwood County

www.co.redwood.mn.us

Application for Conditional Use Permit

Permit #: 5-19 Date: 4-4-19

Location of Proposed Use:

Address: 38884 MN-68 City: Morgan State: MN Zip: 56266
House # Street Name

Parcel #: 69.023.1060 Township: Three Lakes Section: 23 Twp #: 111 Range: 35

Legal Description:

See Exhibit A

Information about the Site:

Zoning District: Agricultural

General description of the building(s) and proposed use:

USS B&B Solar LLC is requesting a Conditional Use Permit for a 1 MW community solar garden on approximately 10 acres of the Hoffbeck property.

Building Size: (Please enter dimensions in feet)

Width: 600 ft Length: 677 ft Diameter: _____ Total Height: 12 ft

Setbacks: (Please enter in feet)

Side Yard Setback: 164.7 ft Direction: West

Side Yard Setback: 10 ft Direction: East

Rear Yard Setback: 1,862 ft Direction: South

Road Type: County Road Setback from the Right-of-Way: 67 ft

Right-of-Way Width from Centerline 60 ft

Type of Sewer System:

N/A

Drainage Plan:

Installation of a permanent infiltration basin with a volume of 4,073 cubic feet to catch storm water runoff

Other Information:

[Empty box for other information]

Applicant Information:

First Name: David Last Name: Watts

Business Name: United States Solar Corporation

Address: 100 N 6th St., Suite 218C City: Minneapolis State: MN Zip: 55403

Home Phone: 612-294-6569 Cell Phone: _____ Email: david.watts@us-solar.com

Operator Information: (Complete only if different from Applicant)

First Name: _____ Last Name: _____

Business Name: _____

Address: [] _____ City: _____ State: MN Zip: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Land Owner Information: (Complete only if different from applicant)

First Name: Bobby and Beverly Last Name: Hoffbeck

Address 23604 Midway Ave City: Clements State: MN Zip: 56224

HomePhone: 507-430-7209 CellPhone: _____ Email: bhoff@mvtwireless.com

I affirm that the forgoing information is true and accurate. I understand that if any portion of this information is false or materially misleading, any conditional use permit issued in reliance upon this information is voidable at the election of Redwood County.

Land Owner Signature Bobby Hoffbeck Beverly Hoffbeck Date: 9-24-2018

Office Use Only: * The section below is to be filled out by the Environmental Office Staff

Permit Fee: \$700 Receipt #: 184963 Date Approved: _____

Application Received: 4/4/19

Commission Action:

County Board Action:

Approved: _____ Date: _____ Approved: _____ Date: _____

Disapproved: _____ Date: _____ Disapproved: _____ Date: _____

Exhibit A – Legal Description

The East Half of the Northeast Quarter of Section 23, Township 111, Range 35, Redwood County, Minnesota.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT: All that part of the NE1/4 NE1/4 of Section 23, Township 111 North, Range 35 West in Redwood County, Minnesota, described as follows, to wit: Beginning on the north line of said Section 23 at a distance of 761.67 feet on an assumed bearing of North 90 degrees 00 minutes West from the Northeast Corner of said Section 23; thence South 01 degrees 20 minutes West for 573.06 feet; thence South 29 degrees 25 minutes 30 seconds East for 122.21 feet; thence South 0 degrees 16 minutes 54 seconds East for 197.55 feet; thence North 87 degrees 30 minutes West for 412.00 feet; thence South 0 degrees 37 minutes 06 seconds West for 57.42 feet; thence South 88 degrees 56 minutes 05 seconds West for 157.43 feet; thence North 0 degrees 27 minutes 14 seconds East for 434.00 feet; thence North 24 degrees 15 minutes 02 seconds East for 160.53 feet; thence North 89 degrees 39 minutes 39 seconds East for 392.22 feet; thence North 0 degrees 00 minutes East for 336.00 feet to the north line of said Section 23, thence South 90 degrees 00 minutes East along the north line of said Section 23 for 60.37 feet to the point of beginning.

Abstract Property.



USS B&B SOLAR LLC
CONDITIONAL USE PERMIT
APPLICATION

April 3, 2019



COVER LETTER

April 3, 2019
Redwood County Planning Commission
403 S. Mill St.,
Redwood Falls, MN 56283

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

Dear Redwood County Planning Advisory Commission,

Attached, please find an application for a Conditional Use Permit (“CUP”) to construct and operate a community solar garden within Three Lakes Township. Pursuant to Section 15 Redwood County Solar Power Management Ordinance (the “Ordinance”), the request is being made by USS B&B Solar LLC, a subsidiary 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, and operations and maintenance.

USS B&B Solar LLC plans to develop and construct a 1-megawatt (MW) community solar garden in Redwood County on approximately 10 acres of a 72.98-acre parcel in Three Lakes Township at 38884 MN-68, Morgan, MN 56266, Parcel ID 69-023-1060 (“the Property”) through Redwood County’s CUP process. Our subscribers, typically schools, cities, and nearby residential customers will be eligible for significant savings through community solar gardens like this one. Our application includes information about the applicant and site and provides detailed analysis of the applicable land use permitting considerations.

The US Solar Team appreciates the coordination and insights already provided by Redwood County staff and looks forward to working with both Three Lakes Township and Redwood County. 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 the Commission on this Project.

Sincerely,



David Watts – Project Development Manager

USS B&B 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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PROJECT SUMMARY

USS B&B Solar LLC respectfully submits this CUP application to construct, own, and operate a 1-MW(ac) community solar garden on approximately 10 acres of the 72.98 acres of Parcel ID 69-023-1060, in Section 23 of Three Lakes Township. The parcel is owned by Bobby L. Hoffbeck and Beverly E. Hoffbeck. US Solar has a land lease allowing for the use of the Property with Beverly and Bobby Hoffbeck, a memorandum of which has been recording in the county records. A copy of the Memorandum of Lease Agreement can be found in Appendix III.

| | |
|-------------------------------------|-------------------------------|
| Parcel Identification Number | 69-023-1060 |
| Property Address | 38884 MN-68, Morgan, MN 56266 |
| Landowner | Beverly and Bobby Hoffbeck |
| Township | Three Lakes |
| Proposed Township Date | 9/7/2017 |
| Current Use of Property | Agriculture |
| Application Fee | \$700 |

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 the Project-side of MN- 68
 - 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

SETBACKS AND OTHER ORDINANCE CONSIDERATIONS

| Requirement Description | Requirement | Project | Confirmation |
|-------------------------|-------------|---------|--------------|
| Side and Rear Yard | 10' | >10' | ✓ |
| Front Yard | 67' | >67' | ✓ |
| Dwelling | 150' | >150' | ✓ |
| Solar Panel Height | 15' maximum | >15' | ✓ |

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 Redwood 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 B&B 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 2019. Surrounding land use is primarily agricultural, with other farmsteads within a half mile of the Project.

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
- 1 permanent, part-time employee (\$22,500/yr, totaling \$562,000 over 25 years)

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 10 feet. Racking is installed with piles 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. We also use Tier 1 panels to achieve the highest efficiency possible and conform to the highest quality and safety standards. Most importantly, we will provide non-invasive, 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. 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 facilities.

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. Our vehicles will park there to avoid disrupting traffic or land use. During our 3-4 month construction phase, a temporary parking area, adjacent to the facility, will be used 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

There will be no equipment or materials storage onsite after the construction phase.

SIGNAGE

Other than signage required by law during construction, there will be no external signage on 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 additional trips for Balance of Plant equipment on smaller delivery vehicles. 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. USS B&B Solar LLC takes responsibility for maintenance, replacement, or new installation of any drain tile servicing this site, if USS B&B Solar LLC and the landowner determine it is 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 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 eight to ten inches of aggregate material and gravel to level with surrounding grade.

This Project will be accessed from a 15-foot-wide access road directly off MN-68. The access road will enter the tilled field and lead directly to the community solar garden location. USS B&B Solar LLC will work with the road authority for approval. See Appendix I for a depiction of the access road.

EXISTING VEGETATION

The relevant area of the parcel is 100% row crop agriculture. The soil type under the Project is primarily Normania Loam, 5% hydric. Please see the Soil Classification Map in Appendix I.

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 B&B 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
- Increase crop yield on surrounding farms

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 maintains good drainage. 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. Redwood 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 land.

AGRICULTURAL LAND AND ENVIRONMENTALLY SENSITIVE AREAS

The development of a community solar garden on agricultural land is temporary in nature and the impervious areas would be minimal, approximately 0.3 – 0.5 acres in total. The remainder, approximately 8 acres, will be converted from row-crops to native grasses and pollinator-friendly habitat. In total, the amount of land utilized for this Project is very small in relation to the total farmed acreage in Redwood County.

Community solar gardens contribute to the preservation and improvement of agricultural land. This is true for three primary reasons.

First, DNR-recommended, pollinator-friendly, native grasses to blanket the ground beneath our community solar gardens. A recent 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 (7.8 inches of rain)¹. These native plantings also expand habitat for pollinators and other species that enhance surrounding agricultural activity.

Second, decommissioning of the 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 return the land to its original condition. Because we use piles as foundation, system removal involves almost no disruption to the land. After the Project'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.

Third, this community solar garden effectively locks up the land use for 25 years or more, thwarting the potential for any industrial, or commercial development. Many neighbors recognize this reality: development will occur as residential and commercial uses expand and encroach on agricultural lands. It could be a residential subdivision, a commercial/industrial operation, or a community solar garden that is silent, invisible, and beneficial to the local environment. Of these options, only the community solar garden will protect the prime agricultural land.

EFFECTS ON THE ENVIRONMENT

The National Renewable Energy Laboratory recently studied the environmental effect of solar panel manufacturing and concluded that the manufacturing energy cost is recuperated by energy payback in less than 4 years. A community solar garden will provide decades of pollution-free and greenhouse-gas-free electrical generation.

In addition to the positive effects of solar energy, the sections above detail how and why a community solar garden has positive effects on the environment.

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

AGRICULTURAL PRESERVE STATUS

This site is not in the Agricultural Preserve program.

NO POLLUTION OF AIR, GROUNDWATER, AND SURFACE WATER

The materials that comprise the solar panels, racking, and other components of a community solar garden are stable and contained, and do not pollute the air, groundwater, or surface area of the site on which they sit. As discussed above, the groundcover of pollinator-friendly, native plants drastically reduces runoff and erosion, while providing excellent habitat and food source for beneficial wildlife.

EROSION AND SEDIMENT CONTROL PLAN

USS B&B 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.

Due to the Project 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 facility and permanent erosion control at the outlet. As can be seen on [Appendix I](#), our basins can hold a volume of 4,073 CF, exceeding the minimum requirement.

Please note in the 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 13 feet of green, open space, planted with pollinator-friendly vegetation.

MANUFACTURER'S SPECIFICATIONS

USS B&B 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. 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 effect of glare.

We are also using Tier 1 string inverters for this Project 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 10 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 |
|--------------------------------------|--|
| Project Size | 1 MW _{AC} /1.4 MW _{DC} |
| Acres Required | 10 |
| Type of PV Panels | Silicone Polycrystalline |
| Panel Manufacturer | REC, or similar |
| Panel Model | REC330PE72 or similar |
| Panel Warranty | 6-year limited warranty on materials and workmanship from production date, 90% power guarantee after 10 years, 80% power output after 25 years |
| Mounting Manufacturer | NEXTracker, or similar |
| Mounting Model | NX Horizon |
| Mounting Warranty | 10 years on structural components; 5 years on drive and control systems |
| Tilt Angle | 0 degrees |
| Inverter Manufacturer | Huawei Technologies |
| Inverter Model | SUN2000 |
| Inverter Peak Efficiency | 27.5 kW _{AC} |
| Inverter Size | 25 kW _{AC} |
| Inverter Warranty | Up to 25 years; 10 years standard with additional options of up to 15 years |
| Performance Monitoring System | AlsoEnergy DECK Monitoring |

INTERCONNECTION WITH XCEL ENERGY

This Project has an executed Interconnection Agreement with Xcel Energy, as evidenced in Appendix II.

DECOMMISSIONING PLAN

The Project 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 at the end of the lease term or 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 B&B Solar LLC will be responsible for all the decommissioning costs.

REMOVAL PROCESS

The decommissioning of the Project 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 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 are expected to exceed the cost of decommissioning, and 3) the County and taxpayers are not at risk.

1) Our modules do not contain hazardous materials and the Project is not connected to government utilities (water, sewer, etc.). the Project is required to be fenced. Additionally, almost all the land is permanent vegetation which improves erosion control, soil quality, and water quality. For these reasons, the Project, whether operational or non-operational, is not a public nuisance threat that would require government involvement in decommissioning or removal of the Project. 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 Project'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, 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 the Project (which the landowner would have the right to do under the Property lease), and then (3) if the project owner and the landowner refuse to decommission the project and the decommissioning financial surety was insufficient to decommission the project, the County would have its standard police powers to enforce decommissioning. If that process ultimately resulted in the County gaining ownership of the property, the County could sell the parcel.

DECOMMISSIONING FINANCIAL SURETY

Considering 1) the Project is not a public nuisance, 2) the resale and recycle value is expected to exceed the cost of decommissioning, and 3) the County and taxpayers are not at risk, we are proposing that there are sufficient financial resources to properly decommission the project.

MAINTENANCE & OPERATIONS PLAN

Maintenance and Operations questions can be directed to the USS B&B 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.

INSURANCE INFORMATION

USS B&B Solar LLC will be required to meet insurance requirements under long-term contracts with several parties, including the site landowner, Xcel Energy and its project lenders and investors. USS B&B 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 project and up to one year of lost revenue in the event the project is destroyed and needs to be rebuilt

PROJECT OWNERSHIP

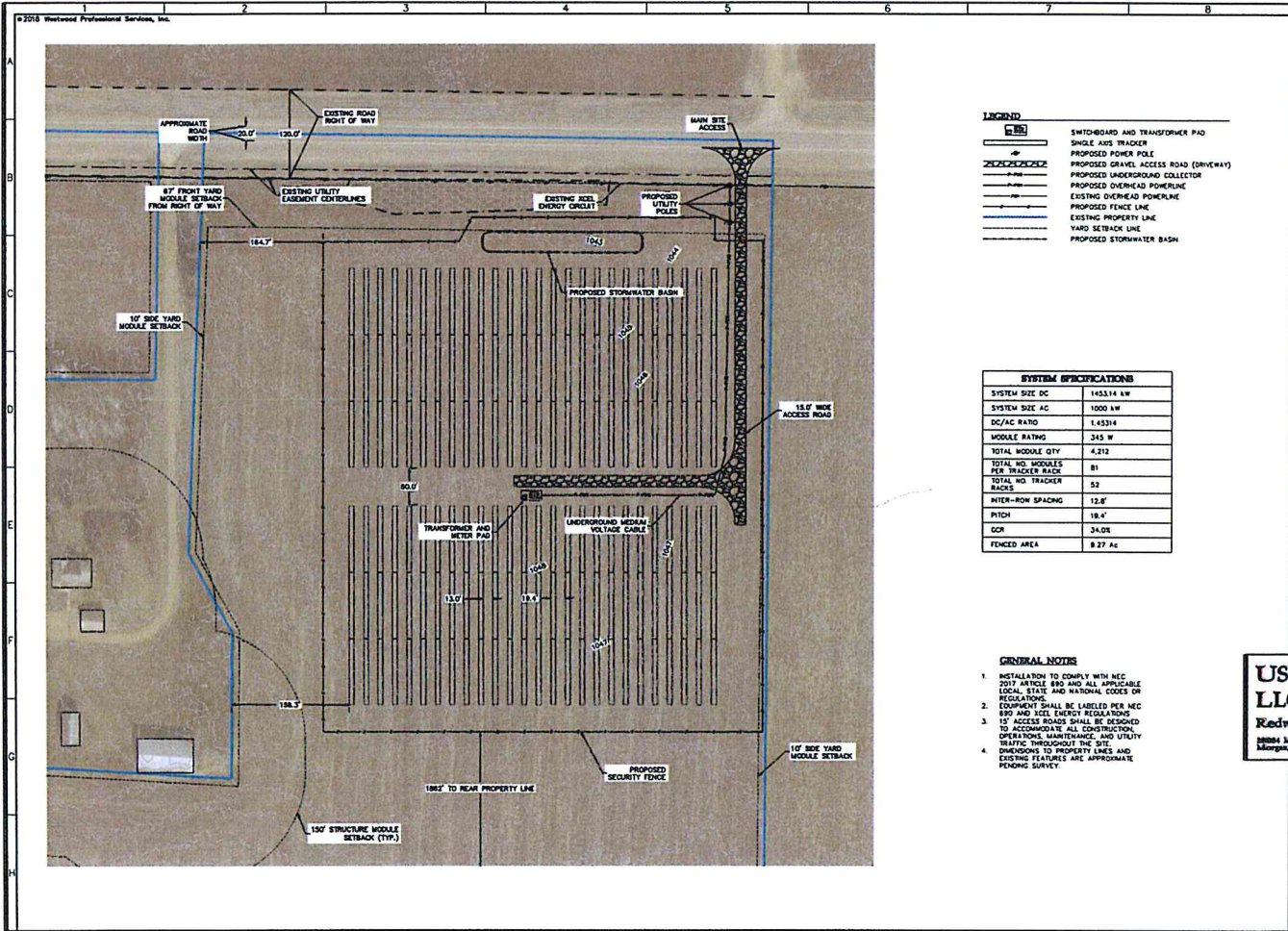
The applicant of the CUP, USS B&B Solar LLC, is a subsidiary of US Solar. USS B&B Solar is the owner of the Project. Please find more information about US Solar at www.us-solar.com.

CONCLUSION

USS B&B Solar LLC has complied with all requirements of the Solar Power Management Ordinance, and we respectfully request that the Redwood County Planning Commission approves the application.

APPENDIX I – SITE PLANS AND PROJECT MAPS

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- LEGEND**
- SWITCHBOARD AND TRANSFORMER PAD
 - SINGLE AXIS TRACKER
 - PROPOSED POWER POLE
 - PROPOSED GRAVEL ACCESS ROAD (DRIVEWAY)
 - PROPOSED UNDERGROUND COLLECTOR
 - PROPOSED OVERHEAD POWERLINE
 - EXISTING OVERHEAD POWERLINE
 - PROPOSED FENCE LINE
 - EXISTING PROPERTY LINE
 - YARD SETBACK LINE
 - PROPOSED STORMWATER BASIN

| SYSTEM SPECIFICATIONS | |
|------------------------------------|-----------|
| SYSTEM SIZE DC | 145314 kW |
| SYSTEM SIZE AC | 1000 kW |
| DC/AC RATIO | 1.45314 |
| MODULE RATING | 345 W |
| TOTAL MODULE QTY | 4212 |
| TOTAL NO. MODULES PER TRACKER RACK | 81 |
| TOTAL NO. TRACKER RACKS | 52 |
| INTER-ROW SPACING | 12.8' |
| PITCH | 18.4° |
| GCN | 34.0% |
| FENCED AREA | 8.27 AC |

- 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 IECI ENERGY REGULATIONS.
 - 15' ACCESS ROADS SHALL BE DESIGNED TO ACCOMMODATE ALL CONSTRUCTION OPERATIONS, MAINTENANCE, AND UTILITY TRAFFIC THROUGHOUT THE SITE. DIMENSIONS TO PROPERTY LINES AND EXISTING FEATURES ARE APPROXIMATE. PENDING SURVEY.

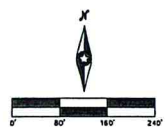
Westwood
 PROFESSIONAL SERVICES, INC.
 1808 DUNN WAY, SUITE 110
 MINNEAPOLIS, MN 55425
 612.339.1100
 www.westwoodps.com

Revised Drawing Schedule

| Date | By |
|----------|-----|
| 04/01/19 | SWP |
| 04/01/19 | SWP |

Prepared for:

 300 N 68th St #200
 Minneapolis, MN 55412

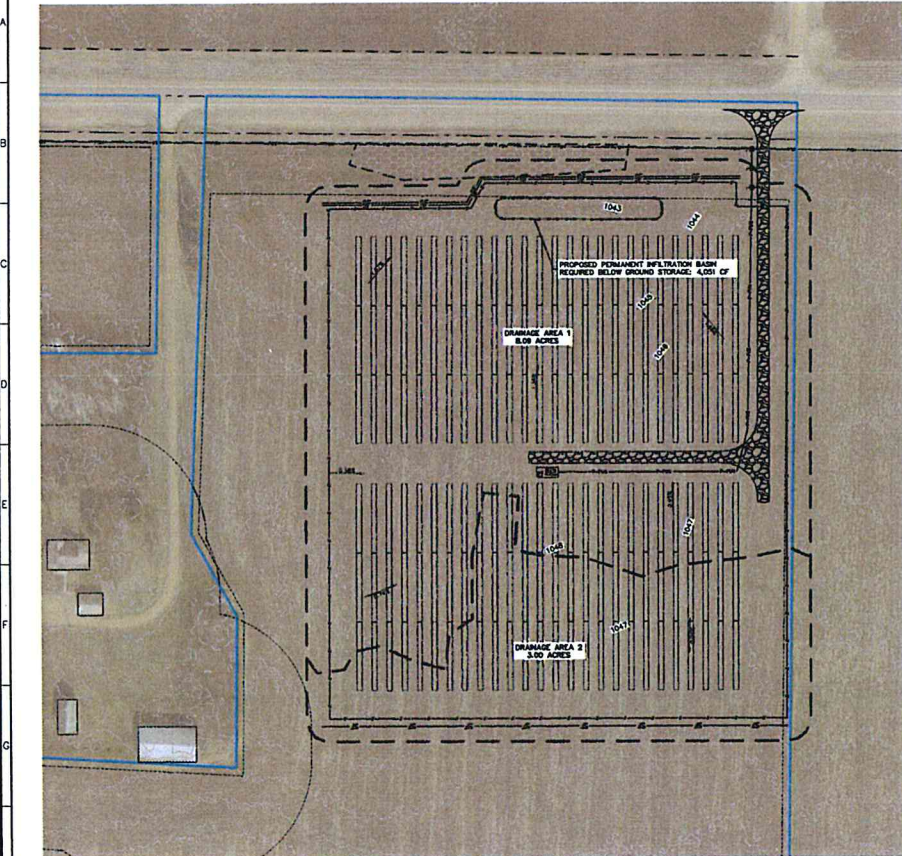


USS B&B Solar LLC
 Redwood County, Minnesota
 88884 MN-18
 Morgan, MN 56266

PV Site Plan

Not for Construction

Date: 04/01/19
 Sheet: C-100



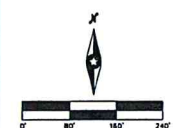
LEGEND

| | |
|----------|--|
| [Symbol] | SWITCHBOARD AND TRANSFORMER PAD |
| [Symbol] | SINGLE AXIS TRACKER |
| [Symbol] | PROPOSED POWER POLE |
| [Symbol] | PROPOSED GRAVEL ACCESS ROAD (DRIVEWAY) |
| [Symbol] | PROPOSED UNDERGROUND COLLECTOR |
| [Symbol] | PROPOSED OVERHEAD POWERLINE |
| [Symbol] | EXISTING OVERHEAD POWERLINE |
| [Symbol] | PROPOSED FENCE LINE |
| [Symbol] | EXISTING PROPERTY LINE |
| [Symbol] | YARD SETBACK LINE |
| [Symbol] | PROPOSED STORMWATER BASIN |
| [Symbol] | SILT FENCE |
| [Symbol] | DRAINAGE AREA BOUNDARY |

- GENERAL NOTES**
1. INSTALLATION TO COMPLY WITH NEC 2017 ARTICLE 690 AND ALL APPLICABLE LOCAL, STATE AND NATIONAL CODES OR REGULATIONS.
 2. EQUIPMENT SHALL BE LABELED PER NEC 690 AND NEC ENERGY REGULATIONS.
 3. 15' ACCESS ROADS SHALL BE DESIGNED TO ACCOMMODATE ALL CONSTRUCTION, OPERATIONS, MAINTENANCE, AND UTILITY TRAFFIC THROUGHOUT THE SITE. DIMENSIONS TO PROPERTY LINES AND EXISTING FEATURES ARE APPROXIMATE FROM SURVEY.
 - 4.

| | |
|-----------|--------------|
| Project: | US SOLAR |
| Client: | US SOLAR |
| Design: | SP |
| Scale: | AS SHOWN |
| Revision: | |
| Author: | J. J. JENSEN |
| Check: | A. HARTMAN |
| Drawn: | B. JENSEN |
| Reviewed: | C. JENSEN |

Prepared for:
US SOLAR
 300 N 4th St #220
 Minneapolis, MN 55401

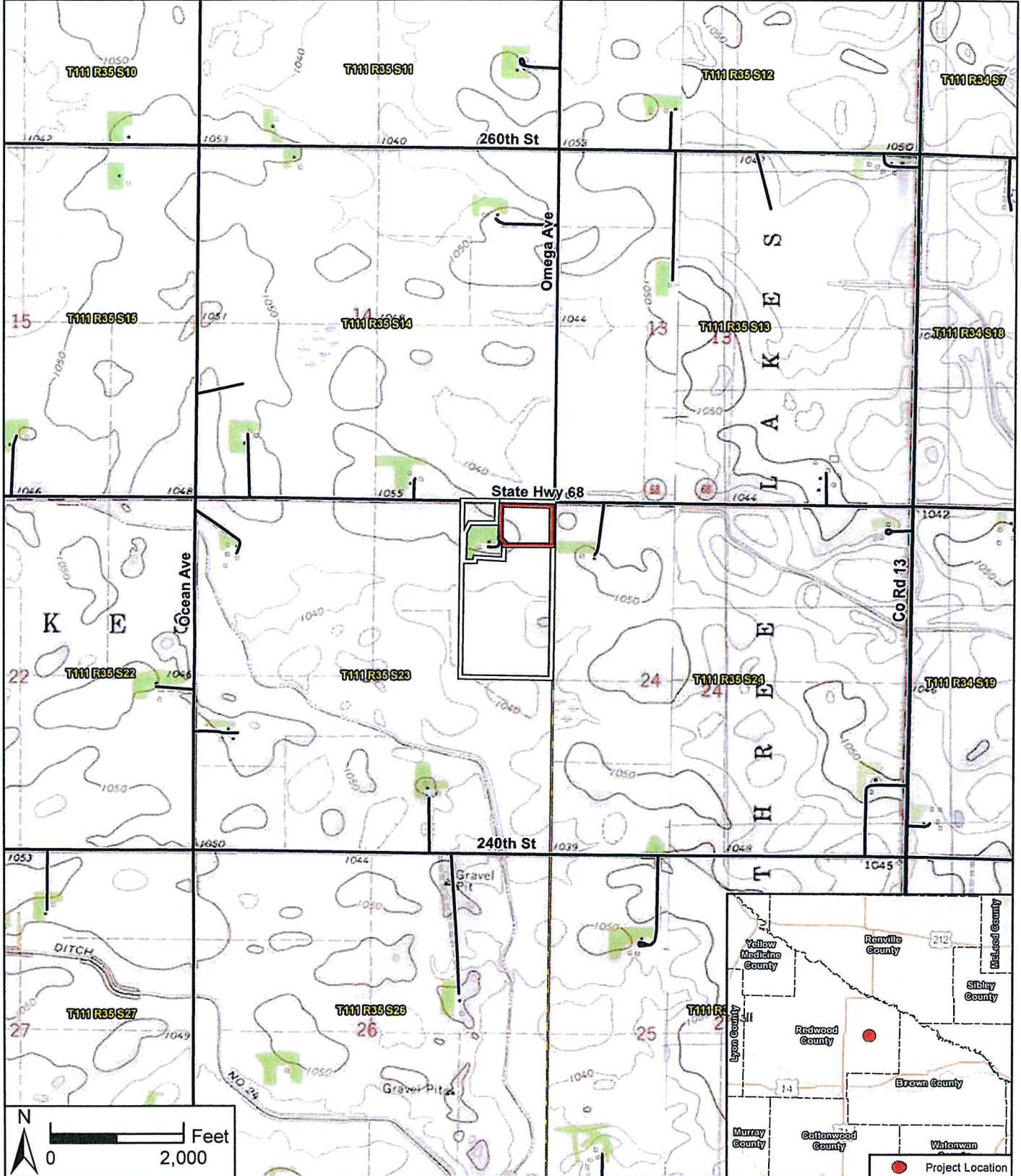


USS B&B Solar LLC
 Redwood County, Minnesota
 10000 1st St
 Redwood, MN 56254

Site Hydrology

Not for Construction

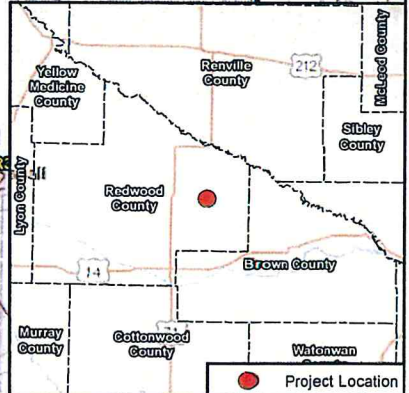
Date: 04/02/19
 Sheet: C301



Data Source(s): Westwood (2018); ESRI WMS USA Topo Basemap Imagery (Accessed 2018); Minnesota DNR - Minerals Division/Section of Wildlife (2015); Census Bureau (2017).

Legend

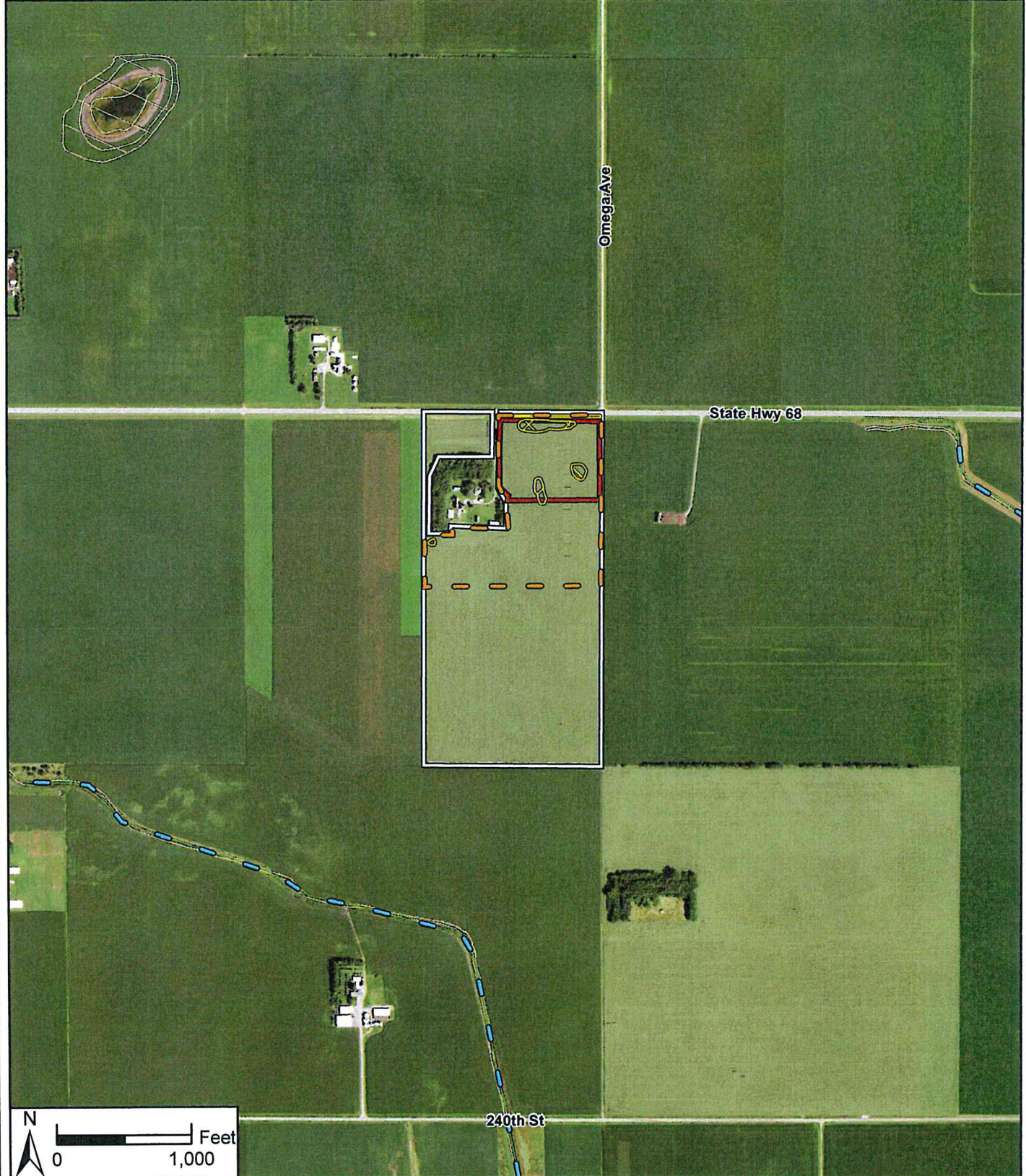
- Project Premises Boundary
- City/Civil Township Boundary
- Subject Parcel Boundary
- County Boundary
- Road
- PLS Section Boundary



B&B Community Solar Garden
Three Lakes Township
Redwood County, Minnesota

Project Location & USGS Topography

Map Document: N:\0013703\00\GIS\CA Exhibit\USS_3_CA_Ex1_SiteLocation_180130.mxd 4/16/2018 12:04:58 PM radevito



Data Source(s): Westwood (2018); ESRI WMS USA Topo Basemap Imagery (Accessed 2018); Minnesota DNR - Minerals Division/Section of Wildlife (2015); Census Bureau (2017)

Legend

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

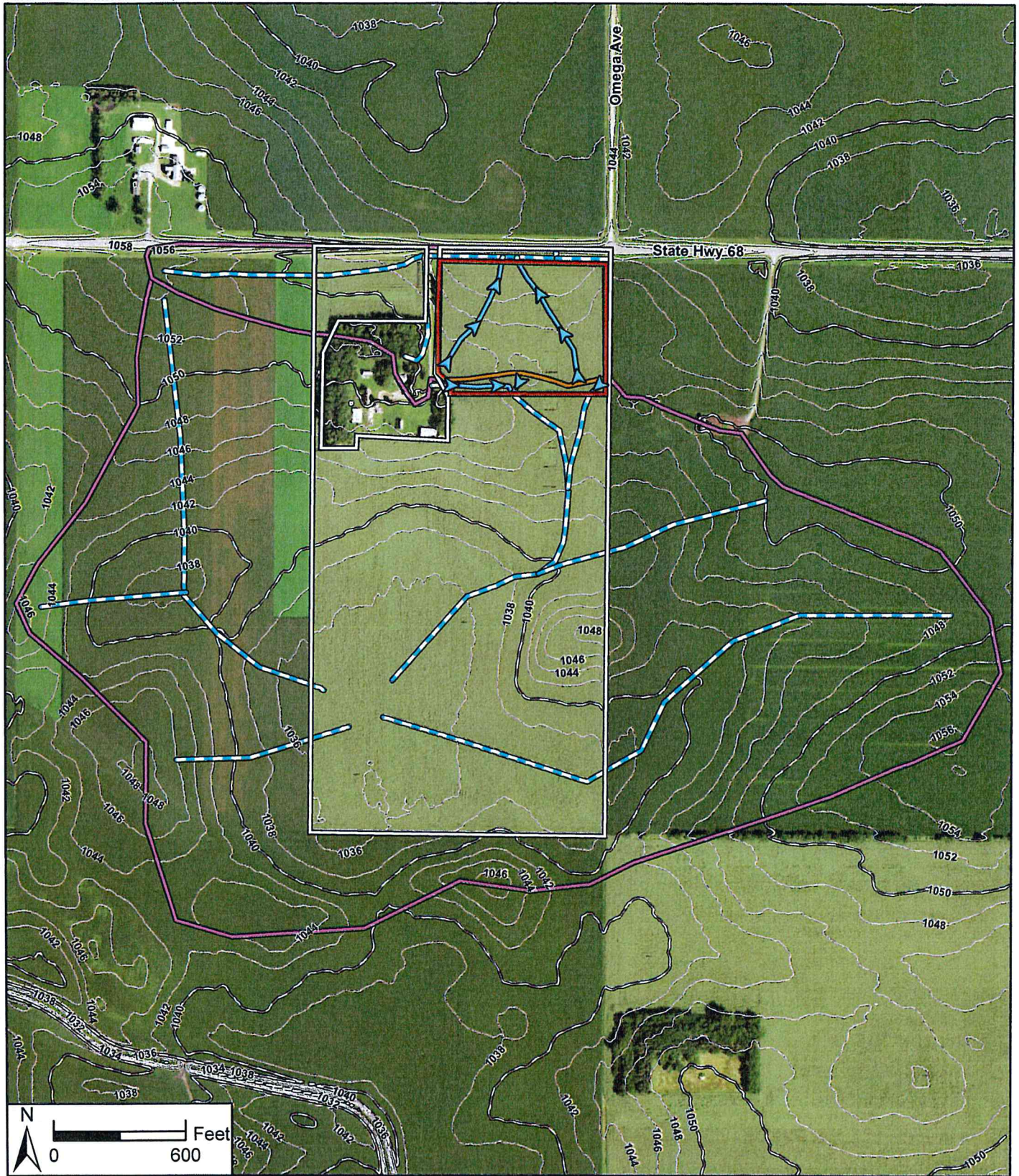
B&B Community Solar Garden
Three Lakes Township
Redwood County, Minnesota

Water Resources

Westwood

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

Map Document: N:\0013703.00\GIS\CA Exhibits\US_3_CA_Ex2_WaterResources_180130.mxd 4/19/2018 3:42:36 PM radevito



Data Source(s): Westwood (2018); ESRI WMS USA Topo Basemap Imagery (Accessed 2018); Minnesota DNR - Minerals Division/Section of Wildlife (2015); Census Bureau (2017).

Legend

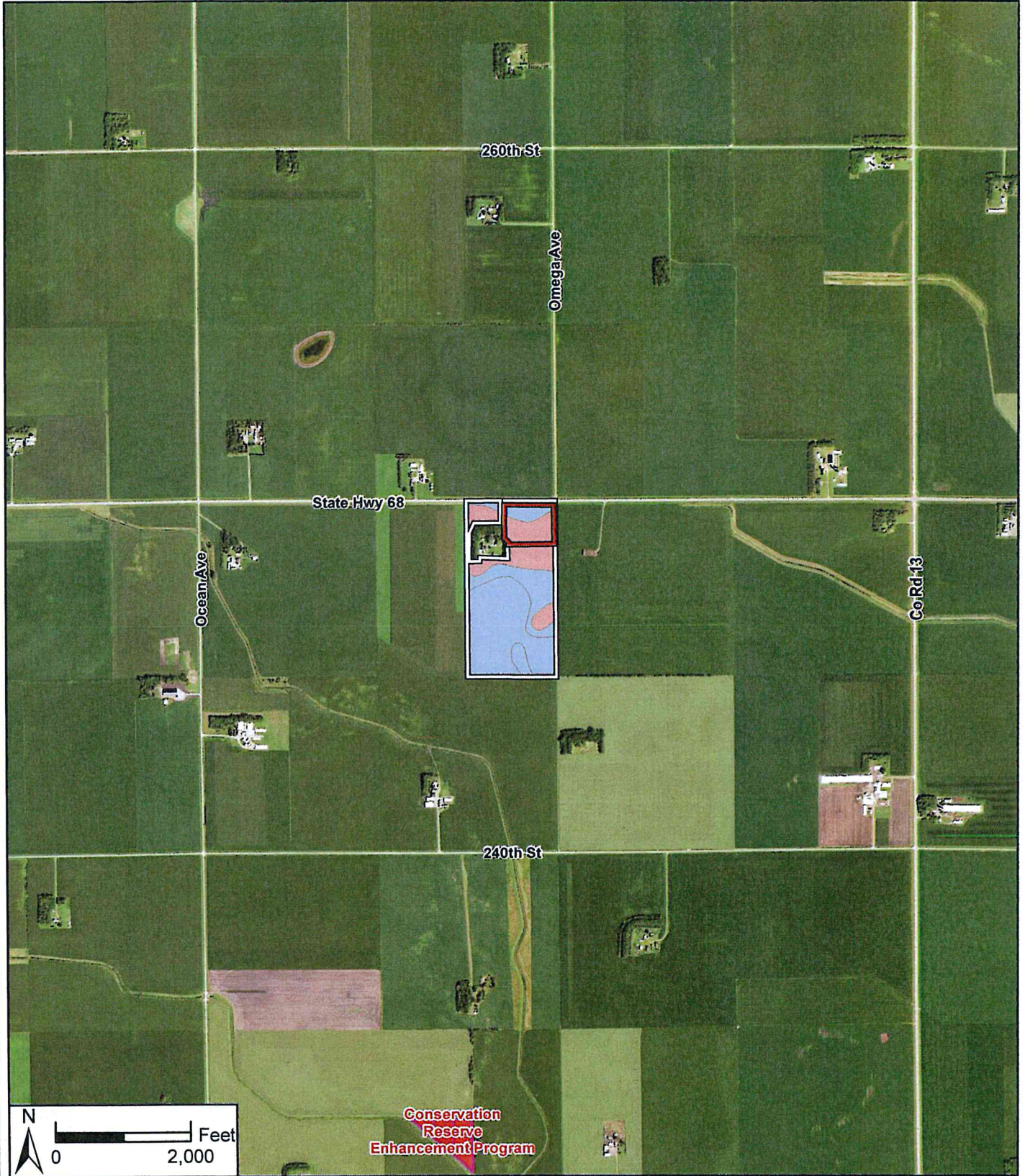
- Project Premises Boundary
- Subject Parcel Boundary
- 10ft Contour
- 2ft Contour
- ➔ Onsite Flow Path
- ⚡ Offsite Flow Path
- Onsite Drainage Area
- Offsite Drainage Area

B&B Community Solar Garden
 Three Lakes Township
 Redwood County, Minnesota

Desktop Hydrology

EXHIBIT 3

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



Data Source(s): Westwood (2018); Minnesota NAIP Imagery (Accessed 2018); Census Bureau (2017); MNDNR (Various Dates); The Minnesota County Biological Survey, MNDNR, Division of Ecological Resources (2015); NCED and Partners (2018); U.S. Fish and Wildlife Service (Various Dates); Conservation Biology Institute PAD-US (2018).
 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 August, 2017. 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.

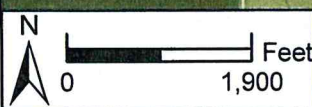
- | | | |
|---------------------------------------|--|---|
| Project Premises Boundary | Regionally Significant Ecological Area | Prime Farmland Classification: All areas are prime farmland |
| Subject Parcel Boundary | National Wildlife Refuge Boundary | Prime farmland if drained |
| Native Plant Community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

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.













B&B Community Solar Garden
 Three Lakes Township
 Redwood County, Minnesota

Biological Resources & Public Lands



Data Source(s): Westwood (2018); Minnesota NMAP Imagery (Accessed 2018); Census Bureau (2017); Ventyx Velocity Suite; Ventyx Energy LLC. (2017); Minnesota Pollution Control Agency (2009); Minnesota Geological Survey (2014).

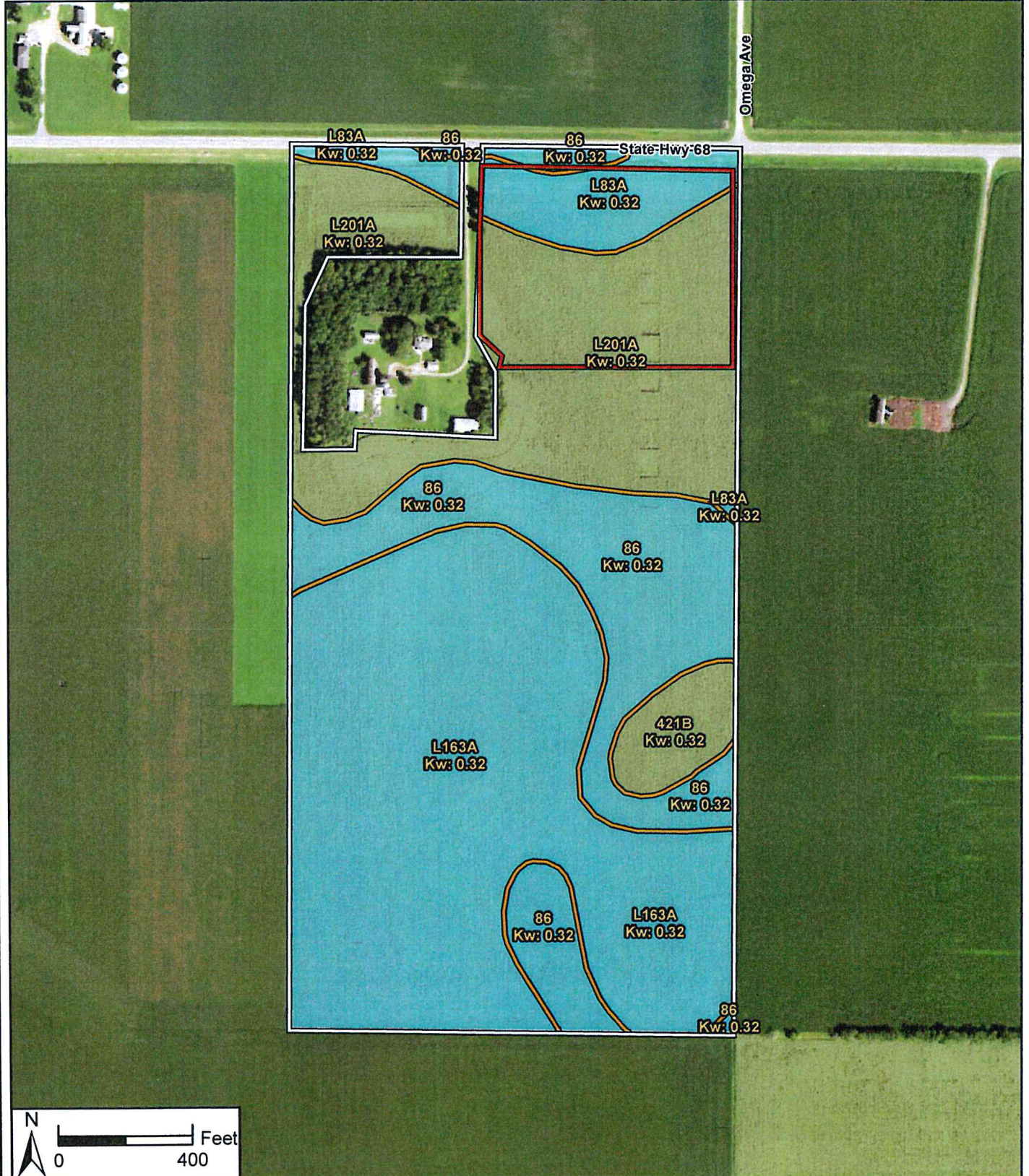
Legend

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

B&B Community Solar Garden
 Three Lakes Township
 Redwood County, Minnesota

Infrastructure

EXHIBIT 5



Data Source(s): Westwood (2018); Minnesota NAIIP Imagery (Accessed 2018); Census Bureau (2017); U.S. Department of Agriculture, Natural Resources Conservation Service (2018).

Legend

- Project Premises Boundary
- Subject Parcel Boundary
- Soil Unit Boundary
- All Hydric/Predominantly Hydric Soil

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

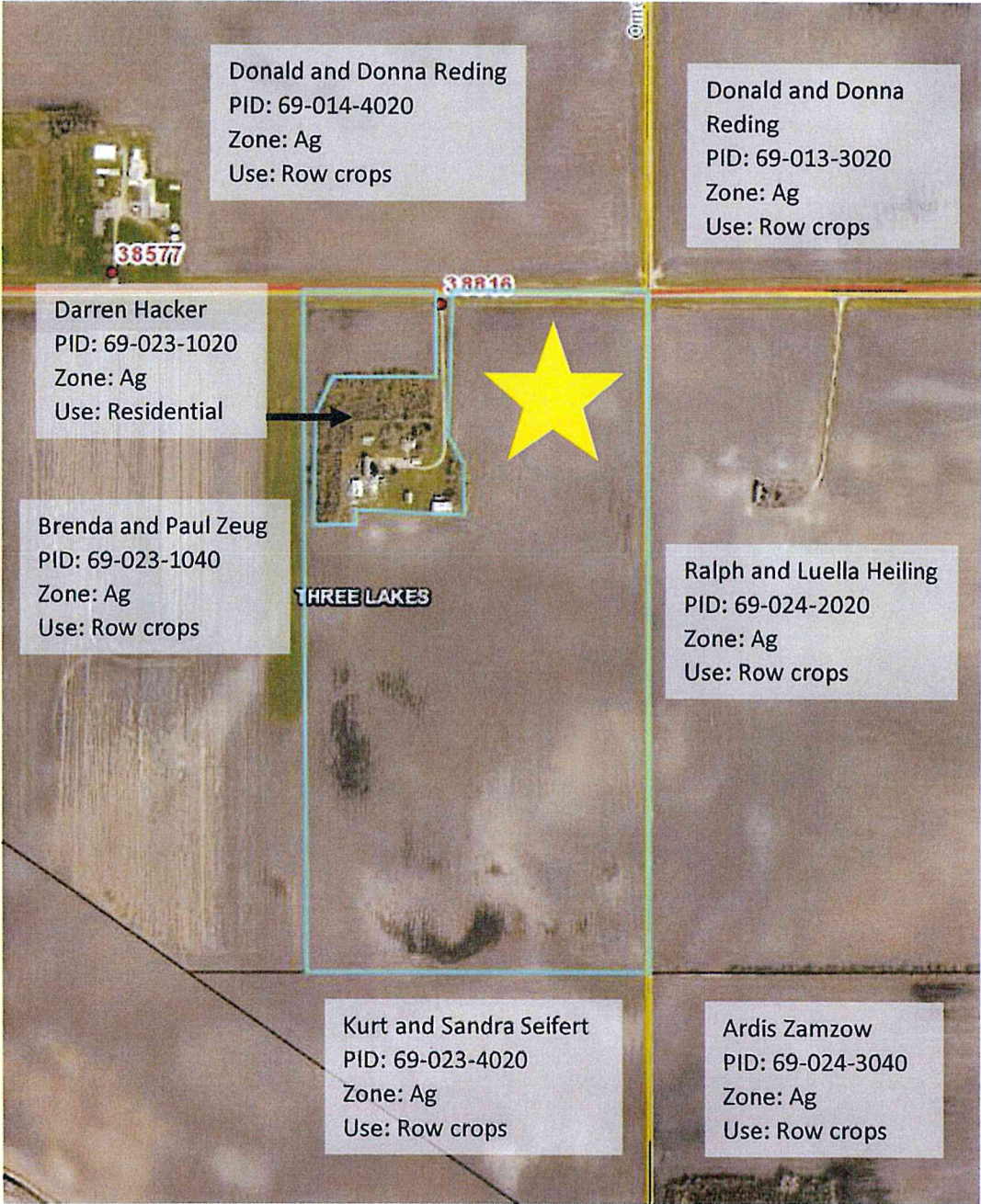
- CL | 421B | Amiret loam, 2 to 6 percent slopes | 3% Hydric
- CL | L163A | Okoboji silty clay loam, 0 to 1 percent slopes | 100% Hydric
- CL | L201A | Normania loam, 1 to 3 percent slopes | 5% Hydric
- CL | L83A | Webster clay loam, 0 to 2 percent slopes | 95% Hydric
- OH | 86 | Canisteo clay loam, 0 to 2 percent slopes | 100% Hydric

B&B Community Solar Garden
 Three Lakes Township
 Redwood County, Minnesota

Soils

Map Document: N:\0013703\00GIS\CIA Exhibit\USS_3_CA_Ext_Soils_180130.mxd 4/16/2018 12:12:24 PM radevilo

SURROUNDING PROPERTIES



APPENDIX II – INTERCONNECTION AGREEMENT DETAILS

Project: USS B&B Solar LLC

SRC#: 063636

Application Deemed Complete: 04/02/2018

Required Completion Date: 05/30/2020

414 Nicollet Mall
Minneapolis, MN 55401

1-800-895-4999
xcelenergy.com



August 1, 2018

Solar*Rewards Community Study Results

Customer Legal Name: USS B&B Solar LLC
Service Address: 38884 MN-68, Morgan, MN 56266
Project Description: 1 MW SRC Project

Xcel Energy is pleased to deliver the engineering indicative cost estimate for the Solar*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 | 063636 | B&B | | 0.86 |

The engineering indicative cost estimate has identified scope and costs to accommodate 0.86 MW at 0.95 leading power factor, which is the largest size generation up to the applied for amount allowed at this location.

A non-unity fixed power factor is required to limit rapid voltage change consistent with the methodology explained in our April 26, 2017 report to the Minnesota Utilities Commission.

The maximum capacity is limited due to protection coordination requirements at this specific location. The largest fuse size that can be provided at the Point of Common Coupling is 40T, which limits the capacity to 860 kVA for a 12.5 kV system. **The customer's system protection must coordinate with this fuse, which may further limit system capacity.**

Our indicative estimated cost for proceeding with maximum MW allowed for this proposed project at the above site is \$121,891. 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 2 MWs ahead of the above in the applicable Interconnection Substation Queue and 2 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/xcel/PDF/Regulatory/Me_Section_10.pdf

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

APPENDIX III – MEMORANDUM OF LEASE AGREEMENT

Lessor: Bobby L. Hoffbeck and Beverly E. Hoffbeck, 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 B&B Solar LLC, the CUP applicant and project company.

DOC# A 359648

Certified, Filed, &/or Recorded on:
 April 26, 2018 8:00 AM
 JOYCE ANDERSON COUNTY RECORDER
 REDWOOD FALLS MN 56283
 Fee Amount: \$46.00
 Total Pages 9

Imaged AB 8 JA

(Top 3 inches Reserved for Recording Data) US Solar Corp #23194777

MEMORANDUM OF LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF OPTION TO LEASE, LEASE AND SOLAR EASEMENT (this "Memorandum"), dated as of Nov 9, 2017 (the "Effective Date"), is made by and between, Bobby L. Hoffbeck and Beverly E. Hoffbeck, husband and wife, whose address is 23604 Midway Ave, Clements, MN 56224 ("Lessor") and **US SOLAR DEVELOPMENT LLC**, a Delaware limited liability company, whose address is 100 N 6th St., Suite 218C, Minneapolis, MN 55403 ("Lessee").

A. Lessor is the owner of real property located in Redwood 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 Nov 9, 2017, 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 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.

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 THREE (3) YEARS. IF THE COMMERCIAL OPERATION 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 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 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 COMMERCIALY REASONABLE EFFORTS TO HAVE THE COMMERCIAL OPERATION DATE OCCUR ON OR BEFORE DECEMBER 31, 2018; PROVIDED, HOWEVER, THAT 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 SERVIANT 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.

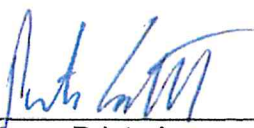
LESSEE: **US SOLAR DEVELOPMENT LLC,**
 a Delaware limited liability company

By: 
Name: Reed Richerson
Title: COO

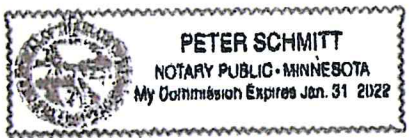
STATE OF MINNESOTA

COUNTY OF Hennepin

This instrument was acknowledged before me on November 9, 2017 by Reed Richerson, the COO of US Solar Development LLC, a Delaware limited liability company, on behalf of the company


Name Printed: Peter Schmitt

(SEAL)



LANDOWNER:

By: Bobby L. Hoffbeck
Name: Bobby L. Hoffbeck

By: Beverly E. Hoffbeck
Name: Beverly E. Hoffbeck

STATE OF MINNESOTA

COUNTY OF Brown

This instrument was acknowledged before me on November 3rd 2017 by Bobby L. Hoffbeck and Beverly E. Hoffbeck, husband and wife.

MICHELE L. ENGHOLM
Name Printed:

(SEAL)



EXHIBIT A TO
MEMORANDUM OF LEASE AND SOLAR EASEMENT

Lessor Property

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

Property ID: 69-023-1060

Deeded Acreage: 72.98

Legal Description:

The East Half of the Northeast Quarter of Section 23, Township 111, Range 35, Redwood County, Minnesota.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT: All that part of the NE1/4 NE1/4 of Section 23, Township 111 North, Range 35 West in Redwood County, Minnesota, described as follows, to wit: Beginning on the north line of said Section 23 at a distance of 761.67 feet on an assumed bearing of North 90 degrees 00 minutes West from the Northeast Corner of said Section 23; thence South 01 degrees 20 minutes West for 573.06 feet; thence South 29 degrees 25 minutes 30 seconds East for 122.21 feet; thence South 0 degrees 16 minutes 54 seconds East for 197.55 feet; thence North 87 degrees 30 minutes West for 412.00 feet; thence South 0 degrees 37 minutes 06 seconds West for 57.42 feet; thence South 88 degrees 56 minutes 05 seconds West for 157.43 feet; thence North 0 degrees 27 minutes 14 seconds East for 434.00 feet; thence North 24 degrees 15 minutes 02 seconds East for 160.53 feet; thence North 89 degrees 39 minutes 39 seconds East for 392.22 feet; thence North 0 degrees 00 minutes East for 336.00 feet to the north line of said Section 23, thence South 90 degrees 00 minutes East along the north line of said Section 23 for 60.37 feet to the point of beginning.

Abstract Property.

DRAFTED BY AND AFTER RECORDING RETURN DOCUMENTS TO:

US SOLAR CORPORATION
Real Estate Dept.
100 N. 6th St. Suite 218C
Minneapolis, MN 55403
612-299-1920

APPENDIX IV – SKETCH ELEVATION

NOTE:
IF HEIGHT DIFFERENCE EXCEEDS THE DISTANCE NOTED, ROW ON HIGHER PLANE IS AN EXTERIOR ROW

EXTERIOR ROW HEIGHT PARAMETER

DETAIL A

NOTES:

1. GEAR RACK COLUMN TOP TO BEARING COLUMN TOP HEIGHT DIFFERENCE: 32"
2. GEAR RACK COLUMN BRACKET TOP TO BEARING COLUMN BRACKET TOP HEIGHT DIFFERENCE: 32"
3. MAX COLUMN HEIGHT IS DETERMINED BY FOUNDATION ENGINEER

COLUMN HEIGHT REQUIREMENTS

DETAIL B

NOTE:
REFERENCE INDIVIDUAL FIELD ASSEMBLY DRAWINGS FOR DETAILS
INSTALL END CLAMP SPACER ON END CLAMPS
INSTALL END CAP AT END OF TUBE

MINIMUM DISTANCES AND MODULE DATA

DETAIL C

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: **ROBERT CONTI NAPLES**
Signature: _____
Date: 05/12/2015 License # 49445

| | | | | | |
|---|----------------------|------------------------|---|------------------------|------------------|
| DATE: 05/12/2015 | DRAWN BY: [REDACTED] | CHECKED BY: [REDACTED] | APPROVED BY: [REDACTED] | REVISED BY: [REDACTED] | DATE: 05/12/2015 |
| ARRAY TECHNOLOGIES 3611 Highway 109, Appleton, WI 54912 920-861-1100 | | | Duratrac™ III Project 10480 Big Lake Detail Views | | |

APPENDIX V – RECOMMENDED FINDINGS OF FACT

- 1. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.**

The proposed solar garden would be set back from streets and property lines, as mandated by the Redwood County land use ordinance, to protect nearby properties from being affected by the garden. Because the proposed solar garden will not produce any noise, odor, or toxins, and is confined to 10 acres, development around the garden will be unaffected.

- 2. That the establishment of the conditional use will not impeded the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area.**

Because the proposed solar garden will not produce any noise, odor, glare, vibration, or toxins and is confined to 10 acres, development around the garden will be unaffected. The proposed garden will also abide by setbacks determined by Redwood County, meaning that any solar garden will be set back from adjacent property lines.

- 3. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided**

We will construct our own 15-foot-wide access road and temporary parking area for installation crews, delivery trucks, and personnel to avoid adding to the traffic in the area. Portable waste facilities will be provided during the construction period. US Solar has submitted a preliminary drainage plan. No other facilities are necessary.

- 4. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**

During operation, we will have our own 2 parking spots on-site for vegetation maintenance and other employees. During construction, we will create a temporary parking area for installation crews, delivery trucks, and personnel.

- 5. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise, and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.**

The proposed solar garden will not constitute a nuisance. It will not emit any odor, fumes, noise, dust, or vibrations, and it will not have any lights.

APPENDIX VI - RECOMMENDED CONDITIONS

1. The permit holder shall comply with all applicable laws, rules, and regulations, including but not limited to Redwood County Ordinance, as hereafter amended from time to time.
2. The permit holder shall allow the Redwood County Environmental Office to inspect the site(s) of the project for all purposes permitted by law whenever deemed necessary by the Redwood County Environmental Office.
3. The construction, maintenance, operation, and decommissioning of the project will conform to the Application for a Conditional Use Permit submitted by USS B&B Solar LLC as attached to the Conditional Use Permit.
4. The permit holder shall contact all relevant local, state, and federal authorities/entities and inquire as to whether a permit and/or license is required. If a permit and/or license is required, the permit holder shall apply for and obtain any and all required permits and/or licenses. A copy of all such permits and/or licenses shall be provided to the Redwood County Environmental Office upon request.
5. The permit holder shall take appropriate and reasonable measures to assure that all surface water runoff satisfies all applicable local, state, and federal discharge standards. Any drainage tile damaged during construction shall be repaired and/or replaced by the permit holder.
6. A 67-foot setback shall be maintained between all structures, including solar modules and racking, and the right-of-way of any public road. A 10 foot setback shall be maintained between all structures, including solar modules and racking, and the side and rear property lines. A 75 foot setback shall be maintained between all structures, including solar modules and racking, and main county drain tile line.
7. The permit holder shall not allow the conditional use to be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. The permit holder shall not allow the conditional use to impeded normal and orderly development and improvement of surrounding vacant property for uses predominant to the area.
8. The permit holder is responsible for the control of all noxious weeds on the permitted site.
9. Adequate utilities, access roads, drainage, and other necessary facilities will be provided and continue to be provided by the permit holder now and in the future.
10. Applicant or permit holder, as used in this Conditional Use Permit to refer to USS B&B Solar LLC, shall also include its successors and assigns.
11. The Redwood County Planning Commission shall review the conditional use permit and shall be authorized to take any and all necessary action(s), including but not limited to revoking the conditional use permit and/or requiring the permit holder to reapply for a conditional use permit if: 1) the Redwood County Environmental Office acquires information previously unavailable that indicates the terms and conditions of the permit do not accurately represent the actual circumstances of the permitted facility or the conditional use; 2) It is discovered subsequent to the issuance of the permit that the permit holder failed to disclose all facts relevant to the issuance of the permit or submitted false or misleading information to the Redwood County Environmental Office, the Redwood County Planning Commission, or the Redwood County Board of Commissioners; 3) the Redwood County Environmental Office determines the permitted facility or conditional use endangers human health or the environment; and/or 4) The permit holder violates any of the herein described conditions.

12. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

13. Adequate measures will be taken to prevent or control offensive odor, fumes, dust, noise, and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

14. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.

COUNTY TILE MAP



NEIGHBORHOOD MAP



Conditions for Permit No. 5-19 (United States Solar Corporation/USS B&B Solar LLC – Ground mounted photovoltaic system – Bobby & Beverly Hoffbeck site)

1. The permit holder shall comply with all applicable laws, rules, and regulations, including but not limited to Redwood County Ordinance, as hereafter amended from time to time.
2. The permit holder shall allow the Redwood County Environmental Office to inspect the site(s) of the project for all purposes permitted by law whenever deemed necessary by the Redwood County Environmental Office.
3. The construction, maintenance, operation, and decommissioning of the project will conform to the Application for a Conditional Use Permit submitted by United States Solar Corporation as attached to the Conditional Use Permit.
4. The permit holder shall contact all relevant local, state, and federal authorities/entities and inquire as to whether a permit and/or license is required. If a permit and/or license is required, the permit holder shall apply for and obtain any and all required permits and/or licenses. A copy of all such permits and/or licenses shall be provided to the Redwood County Environmental Office upon request.
5. The permit holder shall take appropriate and reasonable measures to assure that all surface water runoff satisfies all applicable local, state, and federal discharge standards. Any drainage tile damaged during construction shall be repaired and/or replaced by the permit holder.
6. The permit holder shall not allow the conditional use to be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. The permit holder shall not allow the conditional use to impede the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area.
7. The permit holder is responsible for the control of all noxious weeds on the permitted site.
8. Adequate utilities, access roads, drainage, and other necessary facilities will be provided and continue to be provided by the permit holder now and in the future.
9. Applicant, or permit holder, as used in this Conditional Use Permit to refer to United States Solar Corporation, shall also include its successors and assignees.
10. In the event that the permit holder and landowner fail to complete the decommissioning of the site, within twelve months of the Zoning Administrator determining that said decommissioning should have commenced, pursuant to the decommissioning plan included in the permit application and required in the lease between United States Solar Corporation, or its subsidiaries, and Bobby & Beverly Hoffbeck, Redwood County, or its agents, may enter the property and complete the required decommissioning of the site. The cost of decommissioning undertaken by Redwood County will be assessed to the property owner.
11. The Redwood County Planning Commission shall review the conditional use permit and shall be authorized to take any and all necessary action(s), including but not limited to revoking the conditional use permit and/or requiring the permit holder to reapply for a conditional use permit, if: 1) The Redwood County Environmental Office acquires information previously

unavailable that indicates the terms and conditions of the permit do not accurately represent the actual circumstances of the permitted facility or the conditional use; 2) It is discovered subsequent to the issuance of the permit the permit holder failed to disclose all facts relevant to the issuance of the permit or submitted false or misleading information to the Redwood County Environmental Office, the Redwood County Planning Commission, or the Redwood County Board of Commissioners; 3) The Redwood County Environmental Office determines the permitted facility or conditional use endangers human health or the environment; and/or (4) The permit holder violates any of the herein described conditions.



REDWOOD COUNTY ENVIRONMENTAL OFFICE

PO BOX 130
REDWOOD FALLS
MINNESOTA 56283
PH: 507-637-4023

*Planning & Zoning • Parks & Trails • GIS
Aquatic Invasive Species • Septic Inspector
Drainage Inspector • Agricultural Inspector*

REDWOOD COUNTY PLANNING COMMISSION
United States Solar Corporation/Bobby & Beverly Hoffbeck –Community Solar Garden
Conditional Use Permit Application #5-19
May 20, 2019

FINDINGS OF FACT

ORDINANCE CRITERIA – The Planning Commission may recommend the granting of a Conditional Use Permit in any district provided the proposed use is listed as a conditional use for the district and upon a showing that the standards and criteria stated in this Ordinance will be satisfied and that the use is in harmony with the general purposes and intent of this Ordinance and the Comprehensive Plan.

In determining whether the proposed use is in harmony with the general purposes and intent of the Ordinance and the Comprehensive Plan, the Planning Commission shall consider and make findings on the following questions:

1) Will the proposed use have an adverse impact on the health, safety, and general welfare of the residents in the surrounding neighborhood?

Yes _____ No _____

Why?: _____

2) Has evidence been presented that shows the proposed use will cause material injury to the use and enjoyment of other property in the surrounding neighborhood for land uses that are already permitted?

Yes _____ No _____

Why?: _____

3) Will the proposed use have a substantial adverse effect on property values or future development of land in the surrounding neighborhood for uses common to the area?

Yes _____ No _____

Why?: _____

4) Are there, or will there be provided, adequate utilities, access roads, drainage, off-street parking and loading areas, and other necessary facilities to support the proposed use of the property?

Yes _____ No _____

Why?: _____

5) Have adequate measures been taken, or will adequate measures be taken, to prevent or control offensive odor, fumes, dust, noise, lights, and vibration, so that no disturbance to neighboring properties will result?

Yes _____ No _____

Why?: _____

6) Is the proposed use of the property consistent with the general purpose and intent of the Zoning Ordinance and the goals and policies adopted in the Comprehensive Plan?

Yes _____ No _____

Why?: _____

NAME: _____

DATE: _____

BRENDA & PAUL ZEUG
38115 ST HWY 68
MORGAN, MN 56266

RALPH & LUELLA L HEILING LT
PO BOX 194
MORGAN, MN 56266

DONALD E & DONNA M REDING
38577 STATE HWY 68
MORGAN, MN 56266

LAURIE V & SUZETTE M HOFFBECK
41833 CO HWY 16
MORGAN, MN 56266

NORMAN E BENDIXEN ET'AL
39747 ST HWY 68
MORGAN, MN 56266

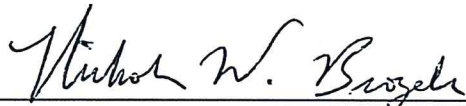
THREE LAKES TOWNSHIP BOARD OF SUPERVISORS
% DAVID KALKHOFF, CLERK
25232 MIDWAY AVE
CLEMENTS, MN 56224

by enclosing a copy of the same in an envelope, with postage prepaid, and depositing said envelope in a United States Postal Service mailbox located at Redwood Falls, Minnesota on the 2nd day of May, 2019.

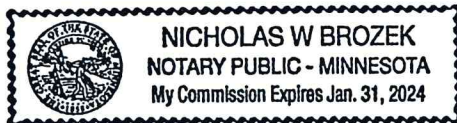


Lali Ortega
Environmental Administrative Assistant

Subscribed and sworn to before me, a Notary Public, on this 2nd day of May, 2019, by Lali Ortega.



Notary Public



AFFIDAVIT OF PUBLICATION

Redwood Gazette RECEIVED

Redwood Falls, Minnesota
State of Minnesota
County of Redwood

MAY 13 2019

REDWOOD COUNTY
ENVIRONMENTAL OFFICE

OFFICIAL PUBLICATION NOTICE OF PUBLIC HEARING

An Application for Conditional Use Permit has been filed by David Watts of United States Solar Corporation o/b/o landowners Bobby & Beverly Hoffbeck, pursuant to Redwood County Code of Ordinances, Title XV, Section 153.336. United States Solar Corporation is proposing to construct a one (1) megawatt solar array facility (community solar garden) on the following described real property, situated in the County of Redwood, State of Minnesota, to wit:

The East Half of the Northeast Quarter (E1/2 NE1/4), except 7.02-acre tract, of Section 23, Township 111 North, Range 35 West, Three Lakes Township.

A public hearing thereon will be held before the Redwood County Planning Commission at the Planning Commission meeting scheduled at 1:00 o'clock p.m. on Monday, the 20th day of May, 2019, at the Board Room of the Redwood County Government Center located at 403 South Mill Street, Redwood Falls, MN 56283.

If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023, via email at Environmental@co.redwood.mn.us, or in writing at Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283.

DATED: May 1, 2019
Nicholas W. Brozek
Land Use and Zoning Supervisor
Redwood County Environmental Office
Published in the Redwood Gazette May 6, 2019.

Lisa Drafall, being first duly sworn, on oath states as follows:

1. I am the general manager of the Redwood Gazette. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: ~~MONDAY~~, the 6th day of MAY, 2019.

4. The general manager's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06 and §331A.07.

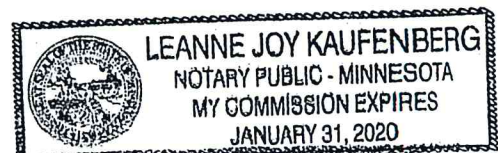
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Redwood County. The newspaper complies with the conditions in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

By: _____
General Manager

Subscribed and sworn before me
on the 6th day of MAY, 2019.

By: Leanne Kaufenberg
Notary Public



AFFIDAVIT OF PUBLICATION

Wabasso Standard

RECEIVED

Wabasso, Minnesota
State of Minnesota
County of Redwood

MAY 13 2019

REDWOOD COUNTY
ENVIRONMENTAL OFFICE

Lisa Drafall, being first duly sworn, on oath states as follows:

1. I am the general manager of the Wabasso Standard. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has compiled with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: -WEDNESDAY-, the 8th day of MAY, 2019.
4. The general manager's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06 and §331A.07.
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Redwood County. The newspaper complies with the conditions in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

By: 
General Manager

Subscribed and sworn before me
on the 8th day of MAY 2019.

By: 
Notary Public

OFFICIAL PUBLICATION NOTICE OF PUBLIC HEARING

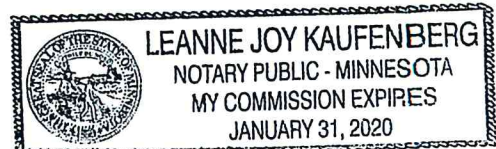
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If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023, via email at Environmental@co.redwood.mn.us, or in writing at Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283.

DATED: May 1, 2019
Nicholas W. Brozek
Land Use and Zoning Supervisor
Redwood County Environmental Office
Published in the Wabasso Standard May 8, 2019.



Affidavit of Publication

RECEIVED

MAY 13 2019

REDWOOD COUNTY ENVIRONMENTAL OFFICE

OFFICIAL PUBLICATION NOTICE OF PUBLIC HEARING

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If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023, via email at Environmental@co.redwood.mn.us, or in writing at Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283.

DATED: May 1, 2019

Nicholas W. Brozek
Land Use and Zoning
Supervisor
Redwood County
Environmental Office

Published in the Standard-Gazette & Messenger May 8, 2019.

State of Minnesota)
) SS.
County of Renville)

Denise Bonsack, being first duly sworn, on oath states as follows:

1. I am the publisher of the Standard-Gazette & Messenger, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

Wed., May 8, 2019

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows:

\$ 7.40

5. Mortgage Foreclosure Notices [Effective 7/1/15]. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Renville County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Denise Bonsack
[Signature]

Subscribed and sworn to before me on
this 8 day of May 2019.

Christine M Jandl
Notary Public



COPY



NOTICE OF PUBLIC HEARING

An *Application for Conditional Use Permit* has been filed by David Watts of United States Solar Corporation o/b/o landowners Bobby & Beverly Hoffbeck, pursuant to Redwood County Code of Ordinances, Title XV, Section 153.336. United States Solar Corporation is proposing to construct a one (1) megawatt solar array facility (community solar garden) on the following described real property, situated in the County of Redwood, State of Minnesota, to wit:

The East Half of the Northeast Quarter (E1/2 NE1/4), except 7.02-acre tract, of Section 23, Township 111 North, Range 35 West, Three Lakes Township.

A public hearing thereon will be held before the Redwood County Planning Commission at the Planning Commission meeting scheduled at 1:00 o'clock p.m. on Monday, the 20th day of May, 2019, at the Board Room of the Redwood County Government Center located at 403 South Mill Street, Redwood Falls, MN 56283.

If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023, via email at Environmental@co.redwood.mn.us, or in writing at *Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283.*

DATED: May 1, 2019

Nicholas W. Brozek
Land Use and Zoning Supervisor
Redwood County Environmental Office

TO: Whom It May Concern

FROM: Nick Brozek *NB*
Land Use and Zoning Supervisor
Redwood County Environmental Office



DATE: May 1, 2019

RE: Notice of Public Hearing on Application for Conditional Use Permit

Please find enclosed a *Notice of Public Hearing* regarding an *Application for Conditional Use Permit* submitted by David Watts of United States Solar Corporation o/b/o landowners Bobby & Beverly Hoffbeck pursuant to Redwood County Code of Ordinances, Title XV, Section 153.336. United States Solar Corporation is proposing to construct a one (1) megawatt solar array facility (community solar garden) on the following described real property, situated in the County of Redwood, State of Minnesota, to wit:

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Pursuant to Redwood County Zoning Ordinance, all property owners of record within five hundred (500) feet of the incorporated areas and/or one-quarter (1/4) of a mile of the affected property or the ten (10) properties nearest to the affected property, whichever would provide notice to the greatest number of landowners in the unincorporated areas, the township in which the affected property is located, and all municipalities within two (2) miles of the property are required to be notified in writing of the time and place of the public hearing.

If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023, via email at Environmental@co.redwood.mn.us, or by mail at *Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283*, and/or attend the public hearing at the time and date set forth in the *Notice of Public Hearing*.

enclosure

Cc: David Watts
Bobby & Beverly Hoffbeck

Redwood County Government Center - Environmental Department
P.O. Box 130 Redwood Falls, MN 56283
(507) 637-4023 redwoodcounty-mn.us Environmental@co.redwood.mn.us