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# **Le Sueur County, MN**

**Thursday, February 14, 2019**

**Regular session**

## **Item 2**

**USS Water City Solar LLC**

Staff Contact: Joshua Mankowski or Michelle R. Mettler

# STAFF REPORT

## GENERAL INFORMATION

**APPLICANT:** USS Water City LLC

**OWNER:** Robert Culhane JR

**911 ADDRESS:** 'New' Paquin Street, Waterville, MN

**PROJECT DESCRIPTION:** To allow the applicant to construct a 1 MW Solar Garden.

**PARCEL NUMBER:** 14.027.7700

**CUP NUMBER:** 19003

## SITE INFORMATION

**LOCATION:** NW ¼ of SW ¼ Section 27, Waterville Township

**ZONING DISTRICT:** Agriculture

**ZONING DISTRICT PURPOSE:** The **Agriculture (A) District** is established for areas where agriculture uses are seen as the best and highest long term use of the land. The land itself needs to be preserved for primarily agricultural activities. These areas should avoid existing cities, residential zones and subdivisions. They should be large contiguous land areas with mostly prime soils.

**GENERAL SITE DESCRIPTION:** Farmland, steep slope south of proposed project area, scattered residences. Parcel abuts city limits of Waterville.

**ACCESS:** New access off Paquin Street (CSAH 14)

**EXISTING LAND USE WITHIN ¼ MILE:**

North: City of Waterville	South: Farmland, residence, wetland, wooded area
East: City of Waterville	West: Farmland

## BACKGROUND INFORMATION

The property is farmland with a Type 1 and Type 4 wetlands located southwest of the project area located off county road 14. Proposal is for a 1 MW Solar Garden on 10 acres of a 64-acre parcel with tracking solar panels that rotate east to west. Interconnection agreement with Xcel Energy submitted with proposal. Access has been approved by Le Sueur County Highway Engineer Dave Tiegs. CUP will be required for grading, excavating and filling. NPDES, SWPP will be required.

## TOWNSHIP BOARD NOTIFICATION

Public Notice sent to Township via mail. Al Gehrke from Waterville Township was contacted on August 30, 2019 by applicant.

## NATURAL RESOURCES INFORMATION

**SHORELAND:** The proposal is not located within the Shoreland District.

**WETLANDS:** According to the National Wetlands Inventory, Type 1 & 4 wetlands are located in the quarter-quarter section where the project is proposed. Wetland Delineation conducted and submitted to SWCD and the Department.

## ATTACHMENTS

Application, description of request, site plan, aerial photo, Findings of Fact sheet, access approval, Wetland Deliniation (on file)

## STAFF FINDINGS

**ZONING ORDINANCE SECTIONS:** Section 8, Agriculture; Section 19, Land Use Performance Standards; Section 21, Conditional Use Permits

**GOALS & POLICIES:** The current Land Use Plan as adopted in 2007 does not make reference to solar projects.

## ENVIRONMENTAL PERFORMANCE STANDARDS-SECTION 18

**WETLAND:** A Wetland Delineation Report was submitted to SWCD as well as the Department. A Type 1 wetland is located in the southwest corner of the parcel. The proposed solar garden does not project into the wetland and there is not a setback from a Type 1 Wetland. There is also a Type 4 wetland in the wooded area to the southwest of the project area located in the same quarter/quarter.

**GRADING, EXCAVATING, FILLING:** A Conditional Use Permit will be required for grading, excavating and filling of the site and for the construction of the proposed permanent wet sedimentation basins.

**EROSION CONTROL:** Silt fence during construction. The stormwater sedimentation basin is proposed and vegetation plan for permanent sediment and erosion control. An NPDES Permit is required for the disturbance of 1 acre or more.

**DRAINAGE:** Preliminary drainage plan submitted. Full drainage report to be submitted as part of the Stormwater and Pollution Prevention Plan (SWPP).

## LAND PERFORMANCE STANDARDS-SECTION 19

**ACCESS:** New access off County Road 14 as approved by the County Engineer.

**PARKING & LOADING:** Onsite parking only during construction as well as future maintenance.

**SIGNAGE:** See proposal for signage during construction and post construction.

**FENCING** Perimeter chain link with barbwire 8 feet in height.

## PLANNING AND ZONING COMMISSION CONSIDERATIONS

The Planning Commission and staff shall consider possible adverse effects of the proposed conditional use and what additional requirements may be necessary to reduce such adverse effects. Its judgment shall be based upon the following factors to include, but not limited to:

1. Relationship to County plans.
2. The geographical area involved.
3. Whether such use will negatively affect surrounding properties in the area in which it is proposed.
4. The character of the surrounding area.
5. The demonstrated need for such use.
6. Whether the proposed use would cause odors, dust, flies, vermin, smoke, gas, noise, or vibration or would impose hazards to life or property in the neighborhood.



7. Whether such use would inherently lead to or encourage disturbing influences in the neighborhood.
8. Whether stored equipment or materials would be screened and whether there would be continuous operation within the visible range of surrounding residences.
9. Abatement of Environmental Hazards as regulated in this Ordinance.
10. Other factors impacting the public health, safety and welfare.
11. **Additional considerations:**
  - a. Traffic
  - b. Off street parking
  - c. Conditional Use Permit for grading, excavating, and filling will be required.

#### **PLANNING AND ZONING COMMISSION CONDITIONS**

The Planning Commission shall recommend such conditions relating to the granting of said Conditional Use Permit, as they deem necessary to carry out the intent and purpose of this Ordinance or recommend that the request be denied. Such recommendation shall be in writing. The conditions may include, but are not limited to the following:

1. Increasing the required lot size or yard dimension.
2. Limiting the height, size, or location of the structures.
3. Controlling the location, size, and number of vehicle access points.
4. Increasing the street width.
5. Increasing the number of required off-street parking space.
6. Limiting the number, size, location, or lighting of signs.
7. Requiring diking, fencing, screening, landscaping or other facilities to protect adjacent or nearby property.
8. Designating sites for open space.



# CONDITIONAL USE PERMIT

## LE SUEUR COUNTY PLANNING AND ZONING

88 SOUTH PARK AVENUE

LE CENTER MN 56057

Direct Dial (507) 357-8538 Fax (507) 357-8541

APPLICATION DATE: 1/14/2019 PERMIT NUMBER: 19003 FEE: \$796.00  
60 DAY RULING DATE: 3/15/2019 \*FEES NON-REFUNDABLE  
APPLICANT: USS WATER CITY SOLAR LLC LAND OWNER: ROBERT CULHANE  
ADDRESS: 100 N 6TH ST STE 218C ADDRESS: 1466 RIDGE ROAD  
CITY: MINNEAPOLIS CITY: WATERVILLE  
STATE: MN ZIP: 56096 STATE: MN ZIP: 56096  
PHONE: 612-930-4108 PHONE: 612-930-4108  
911: NEW W PAQUIN ST. WATERVILLE. MN

PARCEL #: 14.027.7700 TOWNSHIP: WATERVILLE  
SEC: 27 SUBDIV: NA DISTRICT: A  
TWP: 109 LOT: NA FEMA PANEL # 27079C0429D  
RANGE: 23 BLOCK: NA FLOOD ZONE: X OUTSIDE  
QTR/QTR: W/SW ROAD: CR 14

I (We), the undersigned, owner(s) and or applicant(s) of the property described herein, do hereby respectfully petition your Honorable Bodies to grant a Conditional Use Permit, as hereinafter designated, and in support thereof, the following facts are presented:



**1.) Reason for Requested Conditional Use Permit.**

TO ALLOW THE APPLICANT TO CONSTRUCT A 1 MW SOLAR GARDEN

**2.) Reason for Approval or Denial of Request as Listed in Findings.**

**3.) Special Conditions of Conditional Use Permit.**

RECORDED LEGAL DESCRIPTION OF PROPERTY MUST BE SUBMITTED PRIOR TO ISSUANCE OF ZONING PERMITS. ADDITIONAL CONDITIONS AS STATED IN RECORD.

 1-14-19  
APPLICANT/PROPERTY OWNER DATE  
 1-14-19  
LE SUEUR COUNTY PLANNING AND ZONING AUTHORITY DATE

PUBLIC HEARING DATE: 2/14/2019	ACTION: _____
<input type="checkbox"/> AS WRITTEN	<input type="checkbox"/> WITH CONDITIONS
COUNTY BOARD DATE: 2/26/2019	ACTION: _____
<input type="checkbox"/> AS WRITTEN	<input type="checkbox"/> WITH CONDITIONS

\_\_\_\_\_  
CHAIRMAN, LE SUEUR COUNTY  
PLANNING AND ZONING COMMISSION DATE

\_\_\_\_\_  
CHAIRMAN, LE SUEUR COUNTY  
BOARD OF COMMISSIONERS DATE

# LE SUEUR COUNTY CONDITIONAL USE PERMIT CRITERIA

Conditional Use Permit #: 19003

Applicant: USS WATER CITY SOLAR LLC

Land Owner: ROBERT CULHANE

Conditional Use Permit Request: TO ALLOW THE APPLICANT TO CONSTRUCT A 1 MW SOLAR GARDEN

1. 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 diminishes and impairs property values within the immediate vicinity.

Don Rk	Pam	Doug	Jeanne	Shirley	Scott	Al	TOTAL

Explain \_\_\_\_\_

2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

Don Rk	Pam	Doug	Jeanne	Shirley	Scott	Al	TOTAL

Explain \_\_\_\_\_

3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.

Don Rk	Pam	Doug	Jeanne	Shirley	Scott	Al	TOTAL

Explain \_\_\_\_\_

4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to service the proposed use.

Don Rk	Pam	Doug	Jeanne	Shirley	Scott	Al	TOTAL

Explain \_\_\_\_\_

5. Adequate measures have been or will be taken to prevent and 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.

Don Rk	Pam	Doug	Jeanne	Shirley	Scott	Al	TOTAL

Explain \_\_\_\_\_

6. The conditional use is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.

Don Rk	Pam	Doug	Jeanne	Shirley	Scott	Al	TOTAL

Explain \_\_\_\_\_

7. The conditional use is consistent with the Comprehensive Land Use Plan.

Don Rk	Pam	Doug	Jeanne	Shirley	Scott	Al	TOTAL

Explain \_\_\_\_\_

If all answers are "YES" by a majority of the Planning Commission, the criteria for granting of the Conditional Use Permit request have been met. The Conditional Use Permit will meet the goals of safety, health and the general welfare of the public.

Date: \_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ PZ Chairperson \_\_\_\_\_

COUNTY BOARD MEETING DATE \_\_\_\_\_



# Le Sueur County

## Conditional Use Application

### I. Applicant:

Name USS Water City Solar LLC  
Mailing Address 100 N 6th Street Suite 218C  
City Minneapolis State MN Zip 55403  
Phone # 612-930-4108 Phone # \_\_\_\_\_

### II. Landowner:

Name Robert Culhane Jr.  
Mailing Address 1466 Ridge Road  
City Waterville State MN Zip 56096  
Property Address W Paquin Street  
City Waterville State MN Zip 56096  
Phone # 612-930-4108 Phone # \_\_\_\_\_

### III. Parcel Information:

Parcel Number 079-140277700 Parcel Acreage 64.13  
Attach Full Legal Description (NOT abbreviated description from tax statement) Full Legal Description Included  
Township 109 Section 27 In Lease Memo  
Subdivision \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_

### IV. Township Notification: Township must be notified of proposed use prior to application.

Waterville Township notified on 8/30/18  
(Township Name) (Date)

Board Member Al Gehrke regarding the proposed use.  
(Name)

### V. Quantities and Submittal Formats:

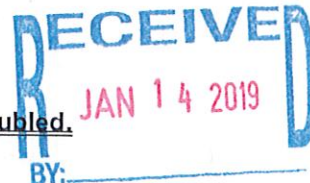
- One (1) reproducible 8.5" x 11" copy of the request and all other supporting documents.
- Twenty three (23) copies must be submitted, if any documents are in color, an aerial, or larger than 8.5" x 11" in size.
- Electronic version of any supporting documents *if available*.
- Additional copies may be requested as deemed necessary by the Department.
- Application must be made in person by the applicant and/or landowner no later than 12 P.M. on the date of application deadline.
- Appointment is necessary.
- Applications will not be accepted by mail.

### VI. Fees: Must be paid at the time of application.

Conditional Use Permit \$ 750 After-The-Fact fee is doubled  
Filing Fee \$ 46

#### Additional Fees:

Special Meeting \$ 2,000  
After-The-Fact Penalty \$ 1,500 OR 10% of improvement, whichever is greater





**VII. Type of Request:**

- |  |   |
|--|---|
| <input type="checkbox"/> Self Service Storage      | <input type="checkbox"/> Value Added Agriculture                        |
| <input type="checkbox"/> School/Church/Cemetery    | <input type="checkbox"/> Antique Sales/Service/Repair                   |
| <input type="checkbox"/> Retail Nursery/Greenhouse | <input type="checkbox"/> Substation/Transmission Lines etc.             |
| <input type="checkbox"/> School/Church/Cemetery    | <input checked="" type="checkbox"/> Other <u>Community Solar Garden</u> |

**VIII. Description of Request:**

- a. A full description of request with detailed information must be attached.
- b. Complete the following in relationship to the proposed Conditional Use Permit.

1. PROPOSED DAYS AND HOURS OF OPERATION: 24/7
2. ESTIMATED NUMBER OF PERSONS TO ATTEND PLACE OF BUSINESS/LOCATION ON A DAILY OR WEEKLY BASIS:  
Minimal. Quarterly visits for system and vegetation maintenance.
3. LIST OF PUBLIC HEALTH PLANS:
  - i. Water Supply: N/A
  - ii. Toilet facilities: N/A
  - iii. Solid Waste Collection: N/A
4. FIRE PREVENTION: N/A
5. SECURITY PLANS: Remote monitoring of solar array + security fence.
6. RETAIL SALES: N/A
7. FOOD OR ALCOHOL SERVED OR FOR SALE: N/A
8. DESCRIBE IF THE APPLICANT REQUESTS THE COUNTY TO PROVIDE ANY SERVICES OR COUNTY PERSONNEL: (For example, pedestrian and/or vehicular traffic control.)  
N/A
9. SOUND AMPLIFICATION, PUBLIC ADDRESS SYSTEM, PLAYING OF MUSIC:  
N/A
10. EXTERIOR LIGHTING: N/A
11. PARKING AND LOADING: Minimal onsite parking.
12. SIGNAGE: See narrative for signage examples.
13. ROAD ACCESS: (Approved by the road authority) Approval included in application.
14. CERTIFICATE OF INSURANCE: Liability coverage, Excess Liability + Property Coverage.
15. MEET ALL APPLICABLE COUNTY STATE & FEDERAL REGULATIONS:  
(For example additional licensing and/or permitting) Yes.

**IX. Site Plan:** Shall include but not limited to the following:

- |                     |           |                       |                            |
|---------------------|-----------|-----------------------|----------------------------|
| • North point       | • Lake    | • Existing Structures | • Septic system            |
| • Setbacks          | • River   | • Proposed Structures | • Well                     |
| • Property Lines    | • Wetland | • Lot Dimensions      | • Access (size & location) |
| • Road Right-Of-Way | • Stream  | • Ponds               | • Easements                |
- Parking (Size & location-if applicable to application)
- Landscape, screening and buffering (if applicable to application)
- Location of significant trees to be removed (if applicable to application)



**X. Attachments: shall include but not limited to:**

- ☒ a. **Description of Request**-See Part VIII for full details and requirements.
- ☒ b. **Site Plan**-See Part IX for full details and requirements.
- ☒ c. **Full legal description**-Not abbreviated description from tax statement.
- ☒ d. **Access approval**-Attach approval in writing from proper road authority.
- ☒ e. **Township Notification**-See Part IV for details and requirements.
- ☐ f. **Septic System Compliance Inspection**
- ☒ g. **Erosion control plan**-Attach completed and signed plan including map.
- ☐ h. **Floor plans and/or blue prints**

**XI. Procedure:**

The Planning & Zoning Commission shall hold a public hearing on the proposed Conditional Use Permit at a scheduled Planning and Zoning Commission meeting.

The Planning and Zoning Commission is an advisory board to the County Board of Commissioners and will make a recommendation to the County Board.

The Department shall report the findings and the recommendations of the Planning Commission to the County Board for final decision.

Action by the County Board shall be a majority vote of its members.

The Department shall notify the applicant and/or landowner in writing of the County Board decision.

A certified copy of the Conditional Use Permit shall be filed with the Le Sueur County Recorder by the Department.

**XII. Signatures:**

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge.

[Signature] 12/18/18  
Applicant signature Date

I hereby certify with my signature that all data contained herein as well as all supporting data are true and correct to the best of my knowledge.

[Signature] 1-14-19  
Property Owner signature Date

**OFFICE USE ONLY**

Request: 1 MW Saur Garden

Pre-App Date 1-14-19  
Meeting Date 2-14-19  
60 Day 3-13-19  
Zoning District 1A

Lake Classification 1  
Lake 1  
FEMA Panel # 27079C0 429  
Flood Zone X-outside

Feedlot 500' 1000' N  
Wetland Type 1-2 3-8 N  
Water courses Y N  
Bluff Y N

- ☒ Request Description
- ☒ Site Plan
- ☒ Full Legal
- ☒ Ordinance

- ☒ Access Approval
- ☒ Erosion Control Plan
- ☒ Blue Prints
- ☐ Other \_\_\_\_\_

- ☒ Septic
  - ☒ Meeting
  - ☒ Fee
  - ☐ Penalty
- Comp Insp / Design  
Reg / ATF / Spec  
\$ 196

- ☒ Application Complete

[Signature]  
Planning & Zoning Department Signature

1/14/19  
Date

19003  
Permit #



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
	APPROXIMATE LIMITS OF SITE DISTURBANCE

Designed: EPE

Checked: JMG

Drawn: EPE

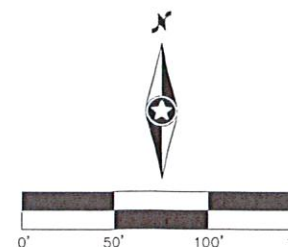
Record Drawing by/date:

Revisions:	DATE	DESCRIPTION
A	07/27/18	CONDITIONAL USE PERMIT SITE PLANS
B	08/23/18	CUP SITE PLANS WETLAND EXHIBIT
C	01/10/19	CUP - UTILITY POLE REVISION
D	01/22/19	CUP - RIGHT OF WAY REVISION
E	02/04/19	CUP REVISION - 1500V INVERTER
F	02/08/19	CUP REVISION - COUNTY COMMENTS

Prepared for:

USOLAR

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



SYSTEM SPECIFICATIONS	
SYSTEM SIZE DC	1,453.1 kW
SYSTEM SIZE AC	1,000 kW
DC/AC RATIO	1.4531
MODULE RATING	345 W
TOTAL MODULE QTY	4212
TOTAL NO. 81-MODULE TRACKER RACKS	30
TOTAL NO. 54-MODULE TRACKER RACKS	33
INTER-ROW SPACING	13.4'
PITCH	20.0'
GCR	32.9%
FENCED AREA	9.00 Acres

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 XCEL ENERGY REGULATIONS
3. 15' ACCESS ROADS SHALL BE DESIGNED TO ACCOMMODATE ALL CONSTRUCTION, OPERATIONS, MAINTENANCE, AND UTILITY TRAFFIC THROUGHOUT THE SITE.
4. DIMENSIONS TO PROPERTY LINES AND EXISTING FEATURES ARE APPROXIMATE PENDING SURVEY.

RECEIVED  
FEB 06 2019  
BY: \_\_\_\_\_

USS Water City  
Solar LLC

Le Sueur County, Minnesota

529 W Paquin St.  
Waterville, MN 56096

PV Site Plan

Not for Construction

Date: 02/06/19

Sheet: C.100



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
	SILT FENCE
	DRAINAGE AREA BOUNDARY
	FLOW DIRECTION ARROWS

Designed: EFE

Checked: KMP

Drawn: EFE

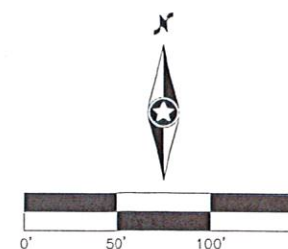
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E	02/04/19	CUP REVISION - 1500V INVERTER
F	02/06/19	CUP REVISION - COUNTY COMMENTS

Prepared for:

USOLAR

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



GENERAL NOTES

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RECEIVED  
FEB 06 2019  
BY: \_\_\_\_\_

USS Water City  
Solar LLC

Le Sueur County, Minnesota

529 W Paquin St.  
Waterville, MN 56096

Site Hydrology

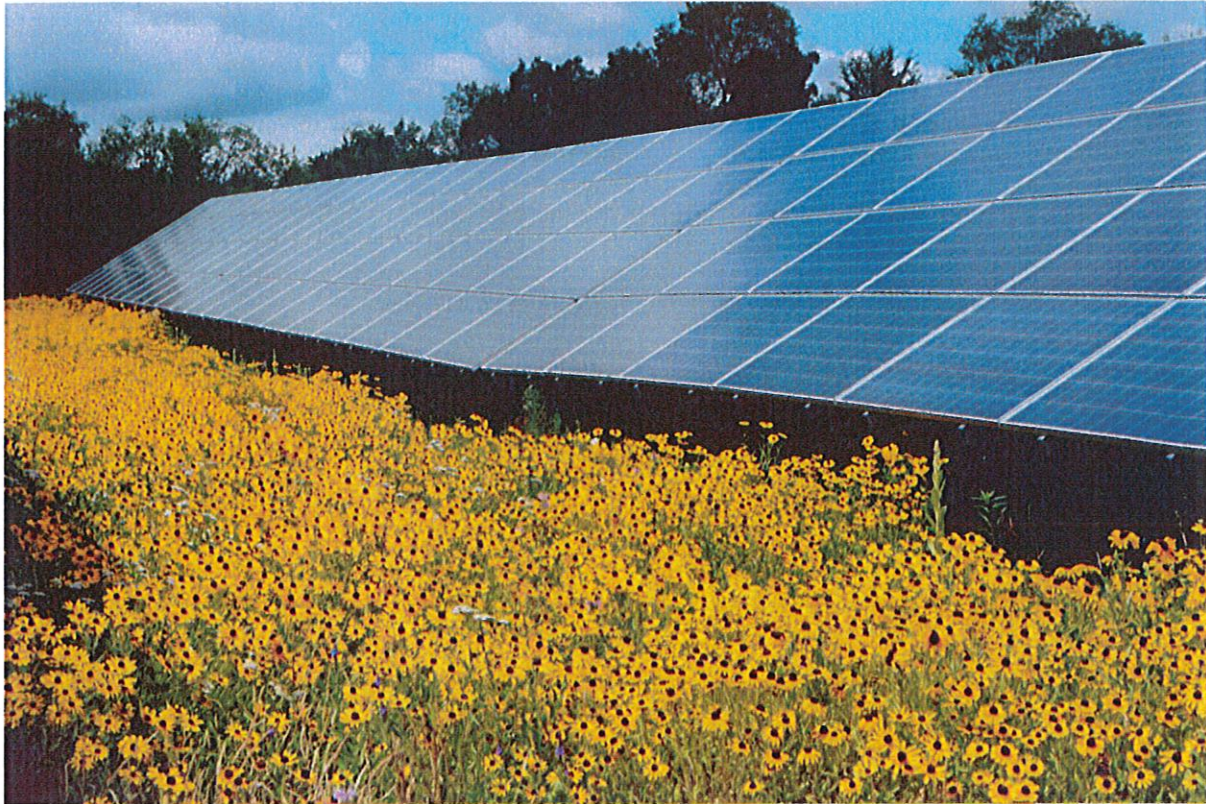
Not for Construction

Date: 02/06/19

Sheet: C.101

N:\0013703.18\cwg\Permit\0013703.18 CUP Site Plan.dwg





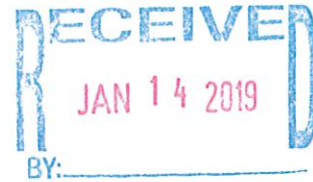
USS WATER CITY SOLAR LLC  
CONDITIONAL USE PERMIT  
APPLICATION



## COVER LETTER

January 13, 2019

Le Sueur County Planning and Zoning Commission  
88 South Park Avenue  
Le Center, MN 56057



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

Dear Le Sueur County Planning and Zoning Commission,

Attached, please find an application for a Conditional Use Permit ("CUP") to construct and operate a community solar garden within Waterville Township. The request is being made by USS Water City 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 Water City Solar LLC plans to develop and construct a 1-megawatt (MW) community solar garden in Le Sueur County on approximately 10 acres of a 64.13-acre parcel in Waterville Township at 529 W Paquin St, Parcel ID 079-140277700 ("the Property") through Le Sueur 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 Le Sueur County staff and looks forward to working with the Environmental Services Department and the Planning and Zoning Commission. 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,

**Jane Qualey – Project Developer**

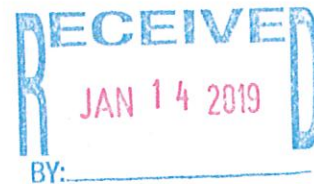
USS Water City Solar LLC  
100 N 6th St., Suite 218C  
Minneapolis, MN 55403  
W: (612) 930.4108 x31  
E: [jane.qualey@us-solar.com](mailto:jane.qualey@us-solar.com)



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APPENDIX I – SITE PLANS AND PROJECT MAPS  
APPENDIX II – INTERCONNECTION AGREEMENT DETAILS  
APPENDIX III – COPY OF MEMORANDUM OF LEASE OPTION  
APPENDIX IV – SKETCH ELEVATION



## PROJECT SUMMARY

USS Water City 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 64.13 acres of Parcel ID 079-140277700 of Waterville Township. The parcel is owned by Robert L. Culhane and Patsy D. Culhane, husband and wife. US Solar has a land lease allowing for the use of the Property with Robert L. Culhane and Patsy D. Culhane, 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.

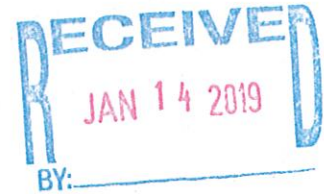
<b>Parcel Identification Number</b>	079-140277700
<b>Property Address</b>	529 W Paquin St, Waterville, MN 56096
<b>Landowner</b>	Robert L. Culhane and Patsy D. Culhane
<b>Township</b>	Waterville
<b>Current Use of Property</b>	Agriculture
<b>Application Fee</b>	\$750
<b>Filing Fee</b>	\$46

## 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 Highway 14.
  - 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 CONSIDERATIONS

Requirement Description	Requirement	Project	Confirmation
Roadway	85'	>85'	✓
Side Yard	50'	>50'	✓
Rear Yard	50'	>50'	✓
Solar Panel Height	15' maximum	10' maximum	✓



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 Le Sueur 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 Water City 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 uses are agricultural with other farmsteads, commercial, residential, 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

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

### During Construction

- o~\$2,200,000 on capital infrastructure investment
- o~\$900,000 on local spending
- o15+ temporary construction and related service jobs, equivalent to ~4 full-time job years

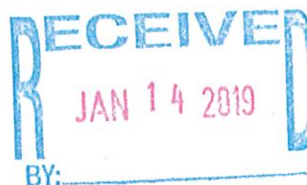
### During Operation

- o~\$12,000 - \$15,000 on increased property tax payments during operation
- o~1 permanent, part-time employee (\$22,500/yr, totaling \$562,000 over 25 years)

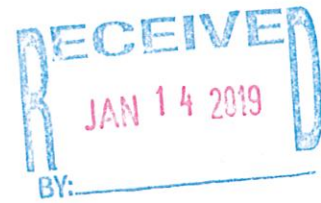
## LOGISTICS

### 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. After the first 3 years, we expect roughly 4 visits to the site per year for regular, preventative maintenance. 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

We will post signage required by law during construction at the Project. 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.

### Signage During Construction



### Post-Construction Signage



Sign located on gate

## 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.

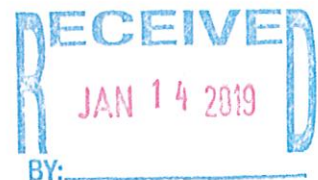
Construction employees will park within the Project premises. USS Water City Solar LLC takes responsibility for maintenance, replacement, or new installation of any drain tile servicing this site, if USS Water City Solar LLC and the landowner determine it is necessary. The Project will comply with Minnesota Rules 7030 governing noise.

## SITE PLAN

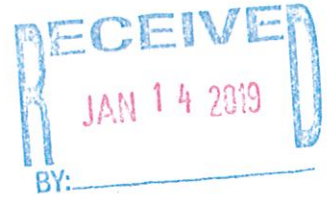
The proposed site plan is enclosed as Appendix I to describe our design of the community solar garden, showing the parcel, community solar garden dimensions and specifications, setbacks, and more. The site plan, along with narrative and other associated figures in the Exhibits, address all requirements 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 Highway 14. The access road will extend south after entering the tilled field directly to the north of the community solar garden location. USS Water City Solar LLC will work with the road authority, MnDOT, for approval. See Appendix I for a depiction of the access road.

## 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 Water City 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.

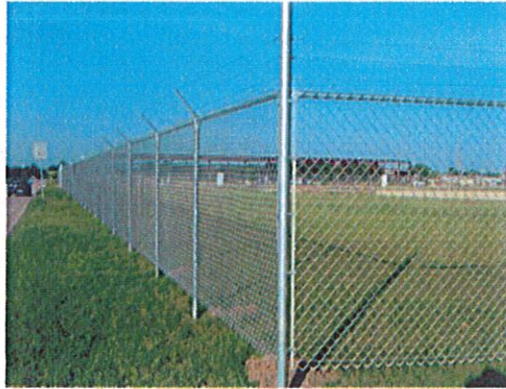
The design goals for this community solar garden seed mix will be:

- 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. The fence will not exceed 8 feet in height and will be a chain link fence with barbwire. The fence will meet National Electric Code. See the image below for a representative photo.

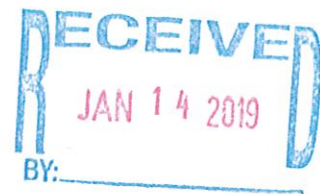


## PRELIMINARY DRAINAGE PLAN

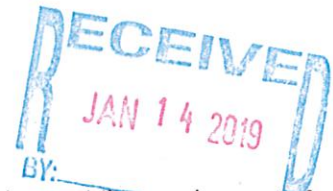
Preliminary drainage plan has been included in Appendix I. A full drainage report is forthcoming and will be completed as part of the Stormwater and Pollution Prevention Plan (SWPPP) permit. Volume control (infiltration) will be provided through the disconnection of impervious surfaces as well as on-site 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. Le Sueur 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

Our solar racking can accommodate varying topography. Any grading will maintain the original grading on the site and sustain the existing drainage and runoff patterns, minimizing impact to surrounding land.

## AGRICULTURE 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 Le Sueur 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)<sup>1</sup>. 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

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



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.

## AGRICULTURAL PRESERVE STATUS

This site is not in the Agricultural Preserve program.

## NO POLLUTION OF AIR, GROUNDWATER, AND SURFACE WATER

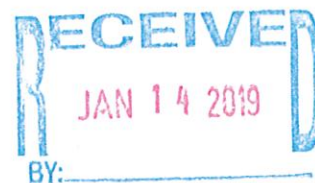
The materials that comprise the solar panels, racking, and other components of a community solar garden are stable and contained, and do not pollute the air, groundwater, or surface area of the site on which they sit. As discussed above, the groundcover of pollinator-friendly, native plants drastically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

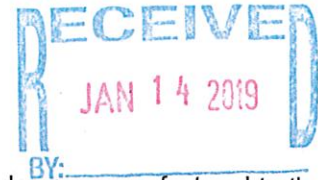
## EROSION AND SEDIMENT CONTROL PLAN

USS Water City 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. Please refer to [Appendix I](#) for the erosion and sediment control site plan.

Due to the Project size and topography, no temporary sediment basins are required. 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](#).

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 18 feet of green, open space, planted with pollinator-friendly vegetation.





## MANUFACTURER'S SPECIFICATIONS

USS Water City 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 <sub>AC</sub> /1.4 MW <sub>DC</sub>
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 <sub>AC</sub>
Inverter Size	25 kW <sub>AC</sub>
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 Water City 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

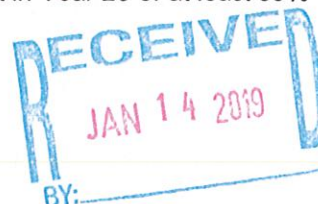
The Project site may be converted to other uses in accordance with applicable land use regulations at the time of decommissioning. There are no permanent changes to the site, and it will be returned in terrific condition. This is one of the many great things about community solar gardens. If desired,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

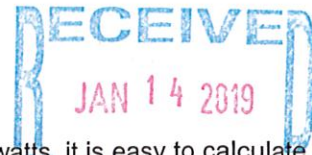
### DECOMMISSIONING CONSIDERATIONS

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 and buffered from view with professional landscaping. 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 PRIOR TO YEAR 25**

There is no reasonable scenario in which the project will be decommissioned prior to year 25. There are multiple factors and third parties involved in securing the economic success and operation of the project for a minimum of 25 years. These include:

- A 25 year interconnection agreement with Xcel Energy ensuring the facility will stay connected to the grid for at least 25 years.
- A 25 year warranty on the solar panels. If something were to break or under-produce, USS Buckaroo Solar LLC can replace at the cost of the manufacturer for 25 years.
- 25+ year insurance policies on the full array. Should a natural disaster occur such as a tornado or hail, USS Buckaroo Solar has the means to rebuild and continue the project, utilizing our Liability Coverage, Excess Liability Coverage, Business Interruption Insurance and Property Coverage.
- A 25+ year lease with our landowner guaranteeing site control for over 25 years.
- A Conditional Use Permit lasting over 25 years.
- Revenue contracts or subscription agreements with community members lasting for 25 years, ensuring fixed revenue rate for at least 25 years.

Because we have 25+ years of secure interconnection, production, insurance, site control, use permitting, and revenue, there is no reasonable scenario in which decommissioning would occur prior to year 25.

### **MAINTENANCE & OPERATIONS PLAN**

Maintenance and Operations questions can be directed to the USS Water City 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 Water City 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 Water City 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

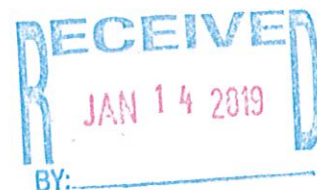
## PROJECT OWNERSHIP

The applicant of the CUP, USS Water City Solar LLC, is a subsidiary of US Solar. USS Water City Solar LLC is the owner of the Project. Please find more information about US Solar at [www.us-solar.com](http://www.us-solar.com).

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## CONCLUSION

USS Water Town Solar LLC has complied with all requirements of Le Sueur County, and we respectfully request that the Le Sueur County Planning and Zoning Commission approves this application.



## APPENDIX II – INTERCONNECTION AGREEMENT DETAILS

Project: USS Water City Solar LLC

SRC#: SRC062797

Application Deemed Complete: 1/11/2018

Required Completion Date: 3/12/2020

414 Nicollet Mall  
Minneapolis, MN 55401

1-800-895-4999  
xcelenergy.com



May 22, 2018

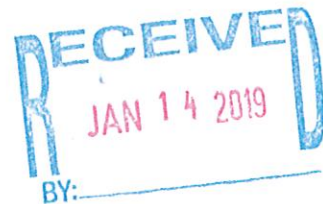
### Solar\*Rewards Community Study Results

**Customer Legal Name:** USS Water City Solar LLC  
**Service Address:** 529 W Paquin St. Waterville, MN 56096  
**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	062797	Water City		1

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





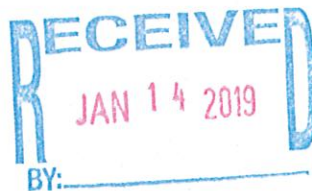
### APPENDIX III – MEMORANDUM OF LEASE AGREEMENT

Lessor: Robert L. Culhane and Patsy D. Culhane

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 Water City Solar LLC, the CUP applicant and project company.

*See Attached for Full Lease Memo and Legal Description.*



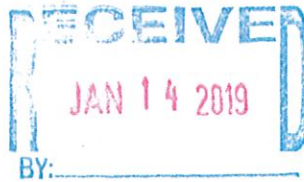
DOCUMENT NO. 414638  
February 20, 2018 10:00 AM

Certified filed and or  
recorded on above date

SHARON J. BUDIN, RECORDER  
Le Sueur County, Minnesota

Pages 10 *SJB*

Well Cert Received  
Well Cert Not Required



\_\_\_\_\_(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 Oct 18, 2017 (the "Effective Date"), is made by and between, Robert L. Culhane and Patsy D. Culhane, husband and wife, Robert J. Culhane and Molly A. Culhane, husband and wife and Patrick R. Culhane and Gwen R. Culhane, husband and wife whose address is 1466 Ridge Rd, Waterville, MN 56096 ("Lessor") and US SOLAR DEVELOPMENT LLC, a Delaware limited liability company, whose address is 100 N 6<sup>th</sup> St., Suite 218C, Minneapolis, MN 55403 ("Lessee").

A. Lessor is the owner of real property located in Le Sueur 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 Oct 18, 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



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

2

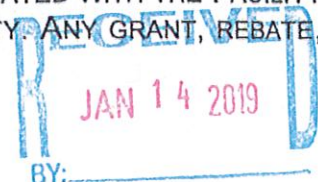




THROUGH ALL SPACE LOCATED ABOVE THE SURFACE OF THE EASEMENT PREMISES, THAT IS, ONE HUNDRED EIGHTY DEGREES (180°) OR SUCH GREATER NUMBER OR NUMBERS OF DEGREES AS MAY BE NECESSARY TO EXTEND FROM EACH POINT ON AND ALONG A LINE DRAWN ALONG THE PLANE FROM EACH POINT ALONG THE EXTERIOR BOUNDARY OF THE EASEMENT 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,



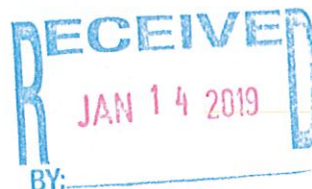


INCENTIVE PAYMENT, TAX CREDIT OR ANY OTHER CREDIT, VALUE, TAX OR OTHER BENEFIT ARISING FROM OR ASSOCIATED WITH THE INSTALLATION OR OWNERSHIP OF THE FACILITY OR THE PRODUCTION OF ENERGY AND CAPACITY BY THE FACILITY, INCLUDING, BUT NOT LIMITED TO, ANY PRODUCTION TAX CREDIT OR INVESTMENT TAX CREDIT PURSUANT 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: 

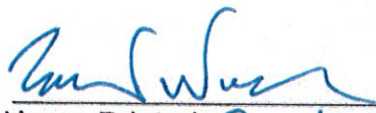
Name: Reed Richerson

Title: COO

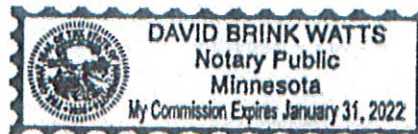
STATE OF MINNESOTA

COUNTY OF Hennepin

This instrument was acknowledged before me on October 18 2017 by Reed Richerson, the COO of US Solar Development LLC, a Delaware limited liability company, on behalf of the company

  
Name Printed: David Watts

(SEAL)



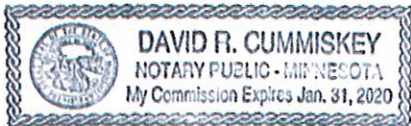
RECEIVED  
JAN 14 2019  
BY: \_\_\_\_\_

LANDOWNER:

By: Robert L. Culhane  
Name: Robert L. Culhane

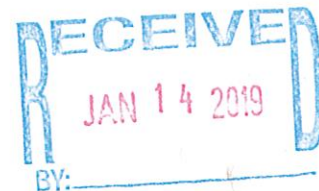
By: Patsy D. Culhane  
Name: Patsy D. Culhane

July The foregoing instrument was acknowledged before me this 24 day of  
July, 2018 by Robert L. Culhane and Patsy D. Culhane, husband and wife..



[Signature]  
Notary Public  
My commission expires:

THIS INSTRUMENT DRAFTED BY:  
Us Solar Corporation  
100 N. 6<sup>th</sup> St. #218C  
Minneapolis, MN 55403





LANDOWNER:

By:

Name:

Robert J. Culhane  
Robert J. Culhane

By:

Name:

Molly A. Culhane  
Molly A. Culhane

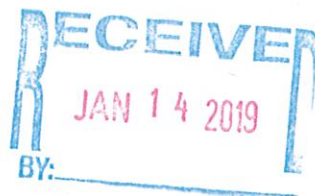
Today The foregoing instrument was acknowledged before me this 16 day of \_\_\_\_\_, 2018 by Robert J. Culhane and Molly A. Culhane, husband and wife..



[Signature]


Notary Public

My commission expires:




LANDOWNER:


By:  
Name:

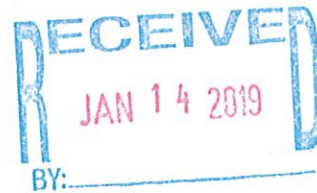
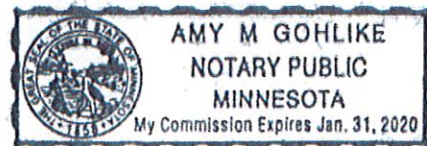
  
Patrick R. Culhane

By:  
Name:

  
Gwen R. Culhane

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February, 2018 by Patrick R. Culhane and Gwen R. Culhane, husband and wife..

  
\_\_\_\_\_  
Notary Public  
My commission expires: 1-31-20





MEMORANDUM OF LEASE AND SOLAR EASEMENT

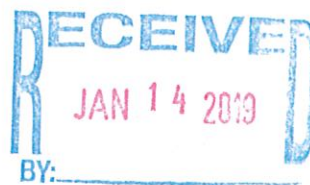
One tract(s) in Le Sueur County, Minnesota described as follows:

Property ID: 14.027.7700

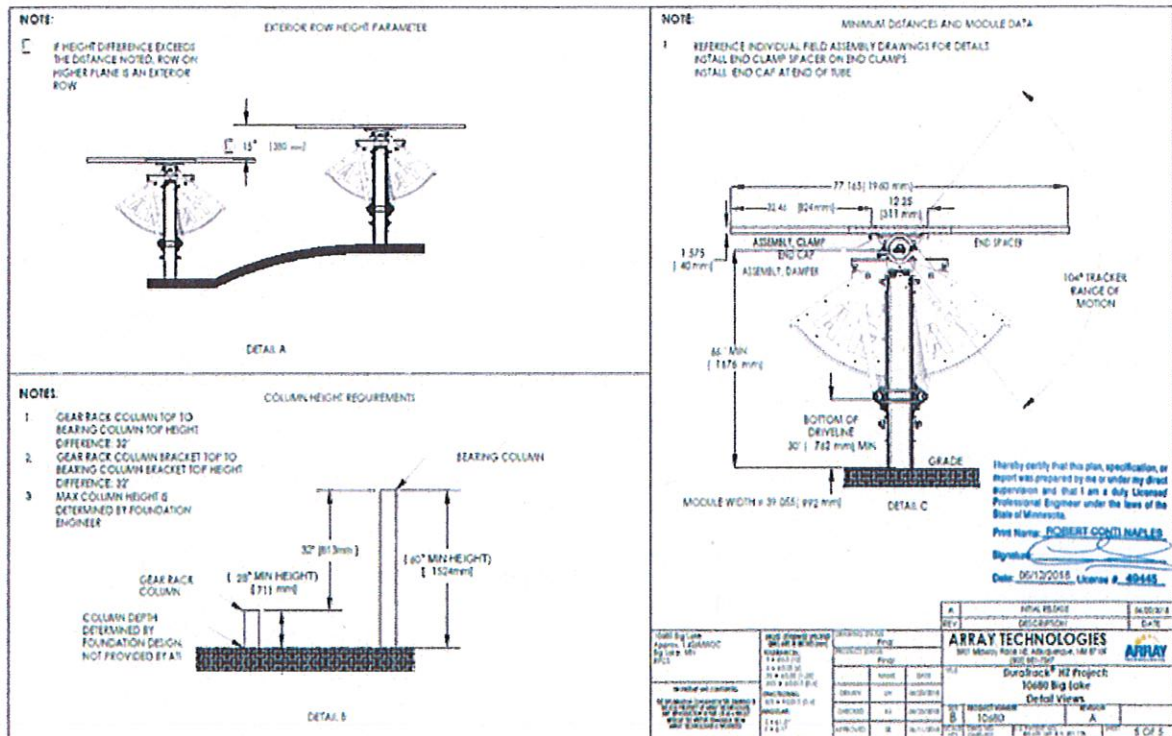
Deeded Acreage: 64.13

Legal Description:

The West Half of the Southwest Quarter of Section 27, Township 109, Range 23, LeSueur County, Minnesota, EXCEPTING THEREFROM the following described tract of land: Commencing at the northwest corner of said West Half of the Southwest Quarter of said Section 27, which is assumed to be on the centerline of LeSueur County Road Numbered 14; thence easterly along the centerline of said LeSueur County Road Numbered 14, a distance of 300 feet; thence South at right angles a distance of 437 feet; thence West at right angles a distance of 300 feet, more or less, to the West line of said West Half of the Southwest Quarter; thence North on West line of said West half of the Southwest Quarter to the point of beginning and containing 3.01 acres of land, more or less. ALSO EXCEPTING THEREFROM the South 731.87 feet of the West 833.26 feet of said West Half of the Southwest Quarter and containing 14.00 acres of land.



## APPENDIX IV – SKETCH ELEVATION



RECEIVED  
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BY: \_\_\_\_\_



LE SUEUR COUNTY HIGHWAY DEPARTMENT

Application For Access Driveway or Entrance Permit

C.S.A.H./Co. Hwy. No. 14 Name of Twp. Waterville

SKETCH PROPERTY, PRESENT AND PROPOSED DRIVEWAY AND RELATION TO COUNTY HIGHWAY.

Name of Applicant: USS Water City Solar LLC Telephone No.: (612) 930 - 4108

Address: 100 N 6th Street, Suite 218C, Minneapolis MN 55403

Name of Property Owner: Robert Culhane Jr. Telephone No.: (507) 838 - 6233

Address: 529 West Paquin Street, Waterville MN 56096

Location: Co Hwy. No.: 14 in Le Sueur Co. .1 Miles N-S-E-W of Goltz Avenue  
(circle one) (Specify Road, or Intersection)

Legal Description of Property See Attached

Purpose of Driveway: Farm Residence \_\_\_\_\_ Field X

Is a Building to be Constructed: Yes \_\_\_\_\_ No X What kind \_\_\_\_\_

Possible replacement cost of this pipe will be the responsibility of the owner: Yes/No  
(Circle One)

Will the Building be Temporary: \_\_\_\_\_ Permanent X

Distance from center of highway to front of building is See Attached feet.

Is land higher? \_\_\_\_\_ lower? \_\_\_\_\_ or level? X with highway.  
(show feet & inches) (show feet & inches)


Number of present driveways to property 1 Date Proposed driveway will be needed 9/12/20

Give exact location to Proposed Driveway to Property: (Give lath to mark center of Proposed Driveway)

See attached.

I, We, the undersigned, herewith make application for permission to construct the access driveway at the above location, said driveway to be constructed to conform with the standards of the Minnesota Highway Department and to any special provisions included in the permit. It is agreed that all work will be done to the satisfaction of the Le Sueur County Highway Department. It is further agreed that no work in connection with this application will be started until the application is approved and the permit issued.

10/16/18  
Date

  
Signature of Applicant



Access drives which traverse wooded, steep, or open field areas shall be constructed and maintained to a minimum ten (10) foot width base material depth sufficient to support access by emergency vehicles and have an unobstructed width of not less than fourteen (14) feet and an unobstructed vertical clearance of not less than thirteen (13) feet, six (6) inches. Access drives outside the road rights of ways shall not exceed twelve percent (12%) grade unless approved by the local fire chief.

Access drives shall have a twenty (20) foot long flat grade directly adjacent to the road that drive accesses.

All lots or parcels with dwellings shall have direct adequate physical access for emergency vehicles along the frontage of the lot or parcel from either an existing or dedicated public roadway.

All roads serving more than one (1) lot or parcel with dwellings shall be built to township road specifications or at least sixty six (66) feet wide with a minimum driving surface width of twenty-four (24) feet.

Access drives in excess of one hundred fifty (150) feet shall provide a minimum turn-around of forty (40) feet in width by forty (40) feet in length.

BE IT RESOLVED: That the County Highway Engineer is hereby authorized and instructed to control farm and field entrances on all County State Aide Highways, including roads scheduled for new construction, under the following regulations.

- A: One field and one farm entrance shall be allowed per owner or approved additional access at no cost to owner.
- B: A permit shall be required on all additional entrance requests.
- C: All new culverts and aprons on additional entrance requests shall be furnished by the private owner, and constructed according to the Engineer's specifications.
- D: All new culvert materials and aprons shall become the property of the County Highway Department and entrances shall be maintained by same.
- E: There shall be no distinction for entrances with or without culvert.
- F: The relocation of existing entrances shall be accomplished at the private owner's expense and according to the Engineer's specifications, except where the County is proved negligent.

BE IT RESOLVED: That the design standards for County Roads be the same as those currently listed in State Aid Rules for County State Aid Highways.

\* See pg. 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant





Office Use Do Not Write On This Page.

\*NOT VALID UNLESS SIGNED AND NUMBERED\*

Access Driveway or Entrance Permit: 2018020  
Permit No.

Permission is hereby granted for the construction of the driveway as described in the above application, said driveway to be constructed in accordance with the Minnesota Highway Departments Driveway Standard Plate No. 9000E and subject to the requirements on the next page and the following special provisions:

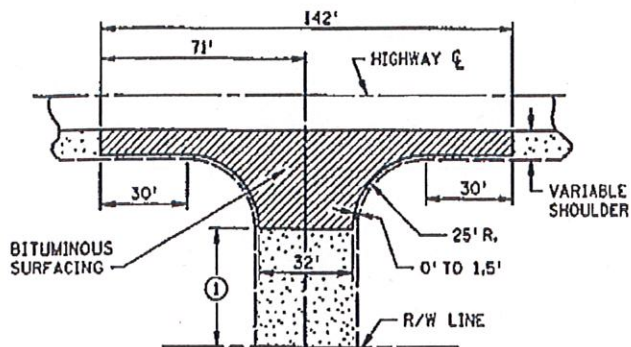
It is expressly understood that this permit is conditioned upon replacement or restoration of the County Highway to its original or to satisfactory condition.

11/30/18  
Date

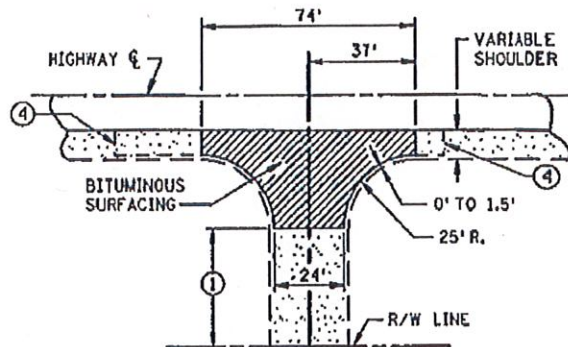
  
Le Sueur County Highway Engineer

\* Permit granted at proposed location due to the minimal projected use as well as the minimal grading required to construct an entrance at this location. (Launching type crash is not an issue due to low profile entrance required)  
- Should operations change requiring higher traffic volume, location may need to be revised by the landowner.

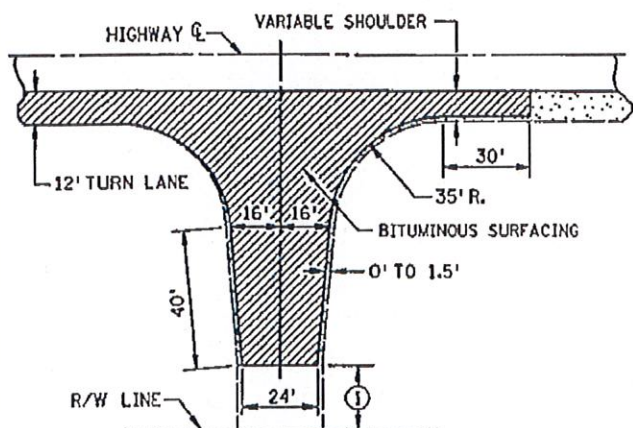
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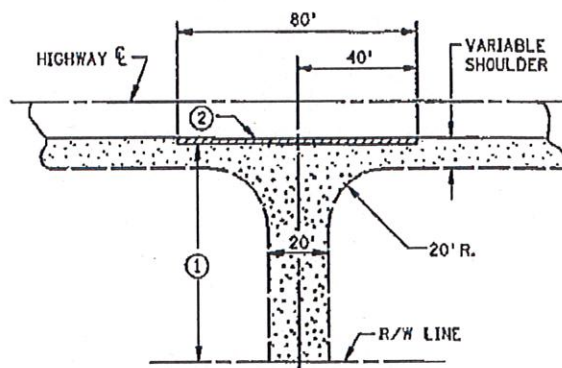
COMMERCIAL - INDUSTRIAL - FARM ENTRANCES



RURAL RESIDENTIAL ENTRANCE

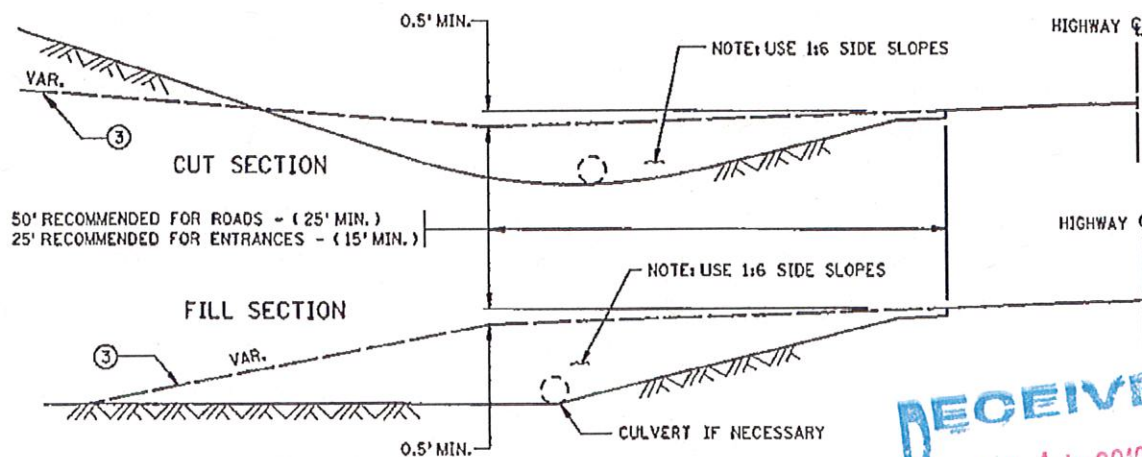


LOW VOLUME ROAD



FIELD ENTRANCES

- ① SURFACING TO MATCH EXISTING CONDITIONS, WHERE THERE IS NO SURFACING, PLACE GRAVEL BEYOND BITUMINOUS SURFACING TO R/W LINE.
- ② PLACE 2 FT. WIDE BITUMINOUS SURFACING AS DIRECTED BY ENGINEER.
- ③ 8% MAXIMUM COMMERCIAL; 15% MAXIMUM RESIDENTIAL.
- ④ THE USE OF PAVING SIMILAR TO COMMERCIAL ENTRANCES MAY BE APPROPRIATE FOR SOME RESIDENCES - AS SHOWN IN PLANS OR DIRECTED BY THE ENGINEER.



CROSS SECTIONS

RECEIVED  
JAN 14 2019

APPROVED SEPT. 27, 2012

*[Signature]*  
STATE DESIGN ENGINEER

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

APPROACHES AND ENTRANCES  
RECOMMENDED STANDARDS

SPECIFICATION  
REFERENCE

STANDARD  
PLATE  
NO.

9000E



**Tiegs, David**

---

**From:** Jane Qualey <jane.qualey@us-solar.com>  
**Sent:** Friday, November 30, 2018 9:16 AM  
**To:** Tiegs, David  
**Subject:** Re: Access Permit: USS Water City Solar LLC

Hi Dave,

Hope you had a good week.

Just checking in. Are there any additional questions with the access permit review?

Let me know. Thanks. -Jane

On Thu, Nov 15, 2018 at 11:55 AM Jane Qualey <jane.qualey@us-solar.com> wrote:  
Hi Dave,

Traffic would be low. During the construction period, which is around 6-8 weeks, we estimate there would be around 6-8 vehicles max going in and out. Outside of that period the only traffic we foresee utilizing the access are random maintenance checks happening on average 4 times a year (probably 1-2 trucks during these check ups). Otherwise, there will be no scheduled/regular use of the access.

Does that help? Thanks. -Jane

On Wed, Nov 7, 2018 at 2:25 PM Tiegs, David <dtiegs@co.le-sueur.mn.us> wrote:

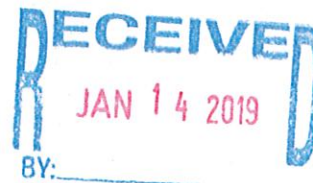
Jane, Our Engineering staff reviewed the submitted access application. As previously mentioned, there is some concern with the vicinity of the proposed entrance with the driveway to the nearest property on the east. Generally we maintain a minimum of 100' of space between access points whenever possible to alleviate crash concerns from launching from one approach into the next. I do not believe the risk would be significant in this location as the terrain is flat. Would I be correct in assuming that the average number of vehicles using this entrance after installation would be low? Do you have any idea how many vehicles per day would be using it?

Thanks,

Dave Tiegs

Le Sueur County

**From:** Jane Qualey [mailto:jane.qualey@us-solar.com]  
**Sent:** Friday, October 26, 2018 1:53 PM  
**To:** Tiegs, David <dtiegs@co.le-sueur.mn.us>  
**Subject:** Re: Access Permit: USS Water City Solar LLC





Designation	EPF
Checked	Y/N
Remarks	EPF
Issued Receipt by date	
Signature	
DATE	
* 07/07/78 CANTONMENT, WFO PENS* WFO PENS	

Prepared for: **US/SOLAR**

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

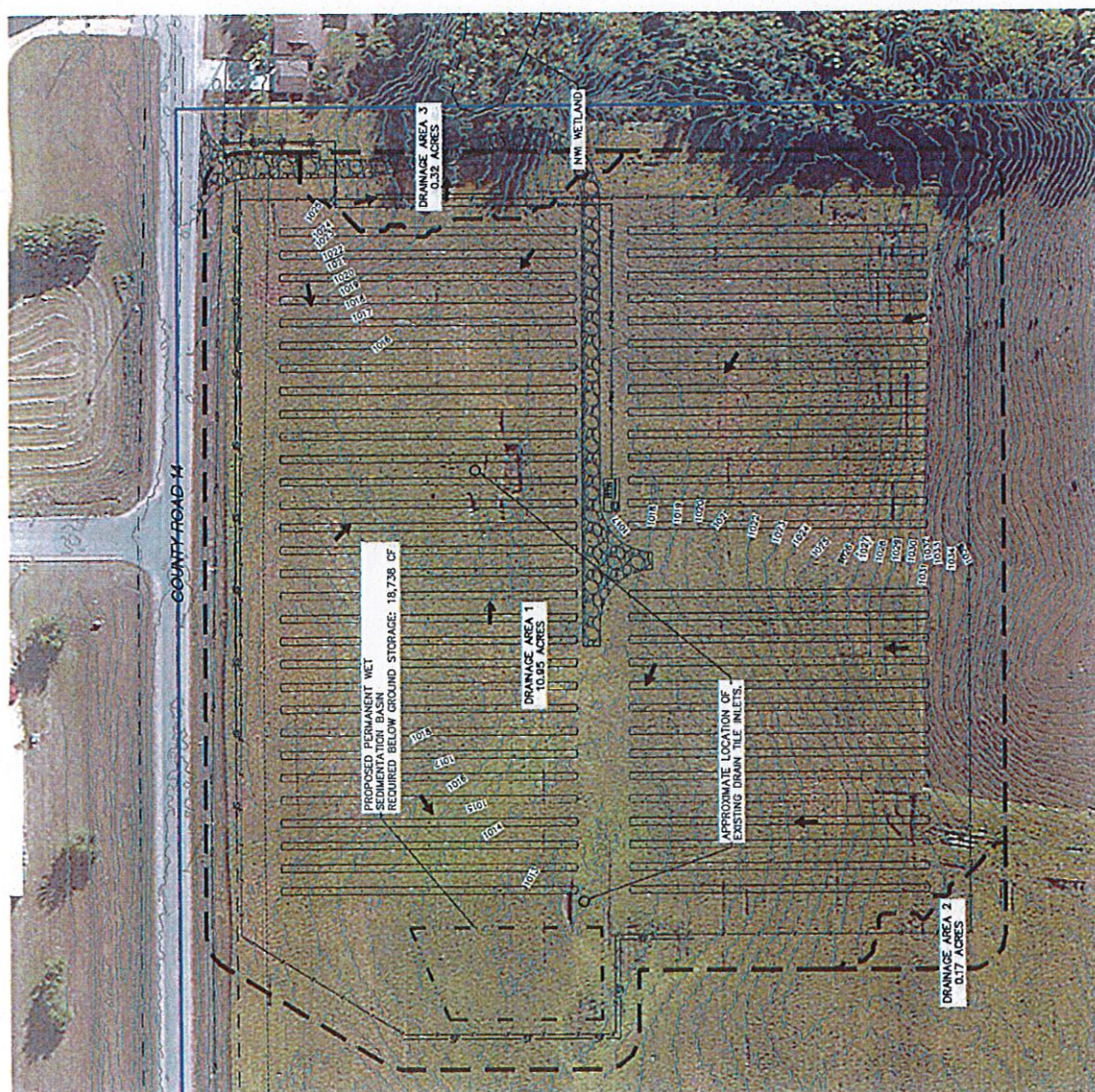


**USS Water City  
Solar LLC**  
Le Sueur County, Minnesota  
529 W. Pequia St.  
Waterville, MN 56096

### Site Hydrology

**Not for Construction**

Date: 07/27/18  
Sheet: C101



## GENERAL NOTES

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





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

**Westwood**

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

### Legend

- Project Premises
- Boundary
- Subject Parcel
- Boundary
- Road

- City/Civil Township
- Boundary
- County Boundary
- PLS Section
- Boundary

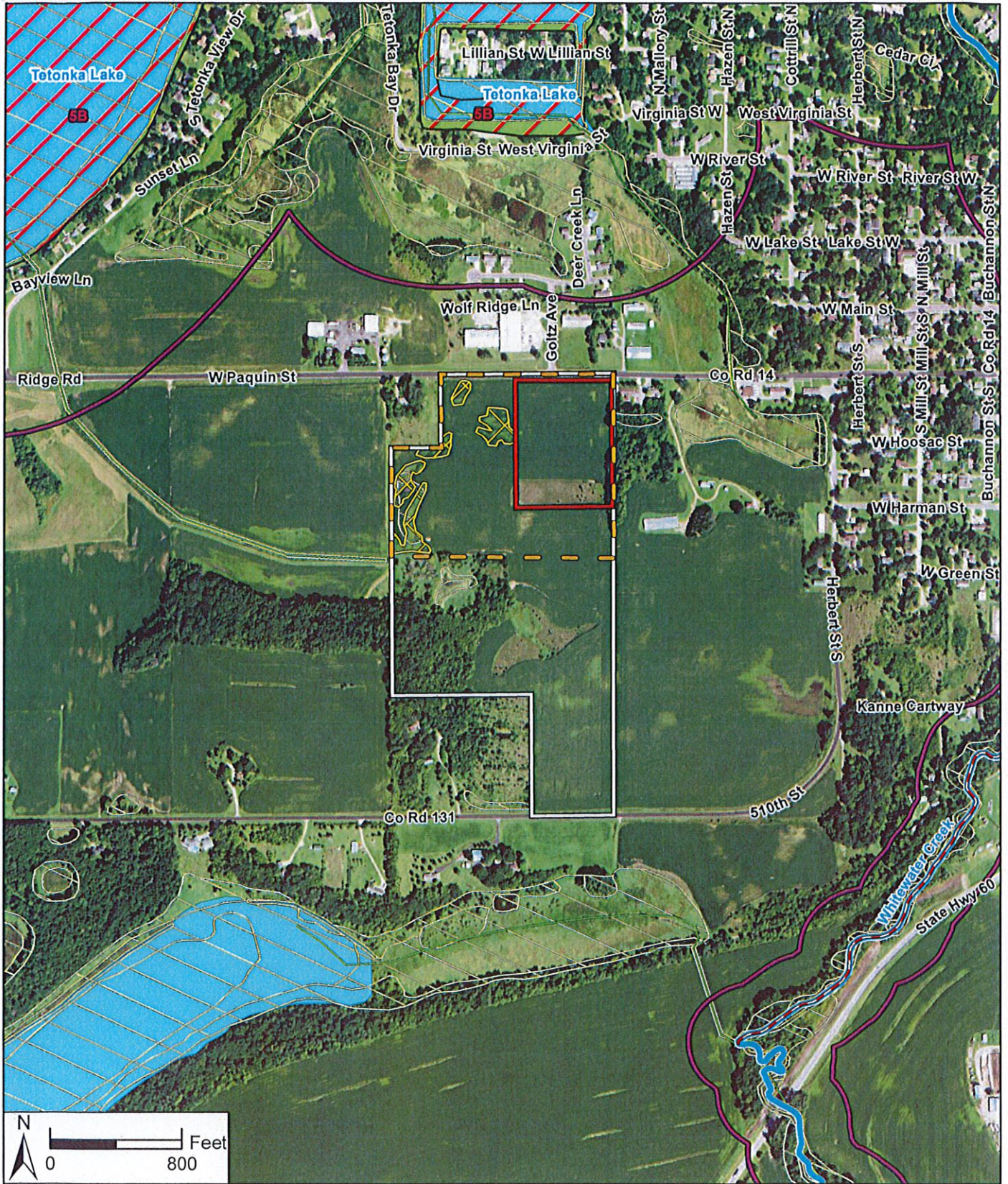
## Water City Community Solar Garden

Waterville Township  
Le Sueur County, Minnesota

**Project Location & USGS Topography**

EXHIBIT 1





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

**Westwood**

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Westwood Professional Services, Inc.

**Legend**

Project Premises Boundary

Subject Parcel Boundary

Desktop Wetland Delineation

Area Boundary

PWM Watercourse

PWM Basin

Impaired Stream

Impaired Lake

Desktop Delineated Wetland

NWI Wetland

Shoreland District

Drainage Ditch

NHD Flowline

NHD Waterbody

100-Year Floodplain

500-Year Floodplain

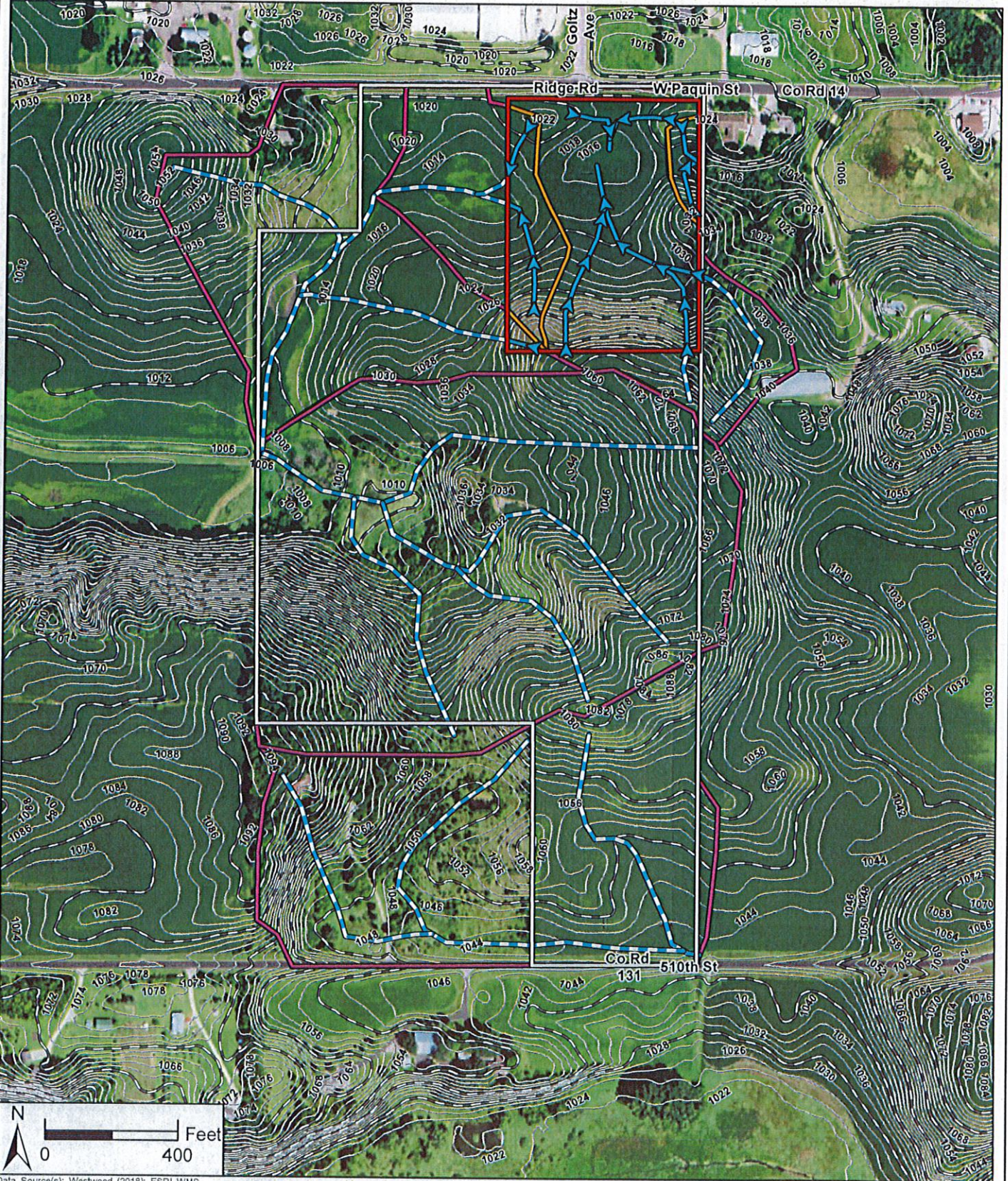
**Water City Community Solar Garden**

Waterville Township  
Le Sueur County, Minnesota

**Water Resources**

EXHIBIT 2





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

**Westwood**

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

#### Legend

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

## Water City Community Solar Garden

Waterville Township  
Le Sueur County, Minnesota

Desktop Hydrology

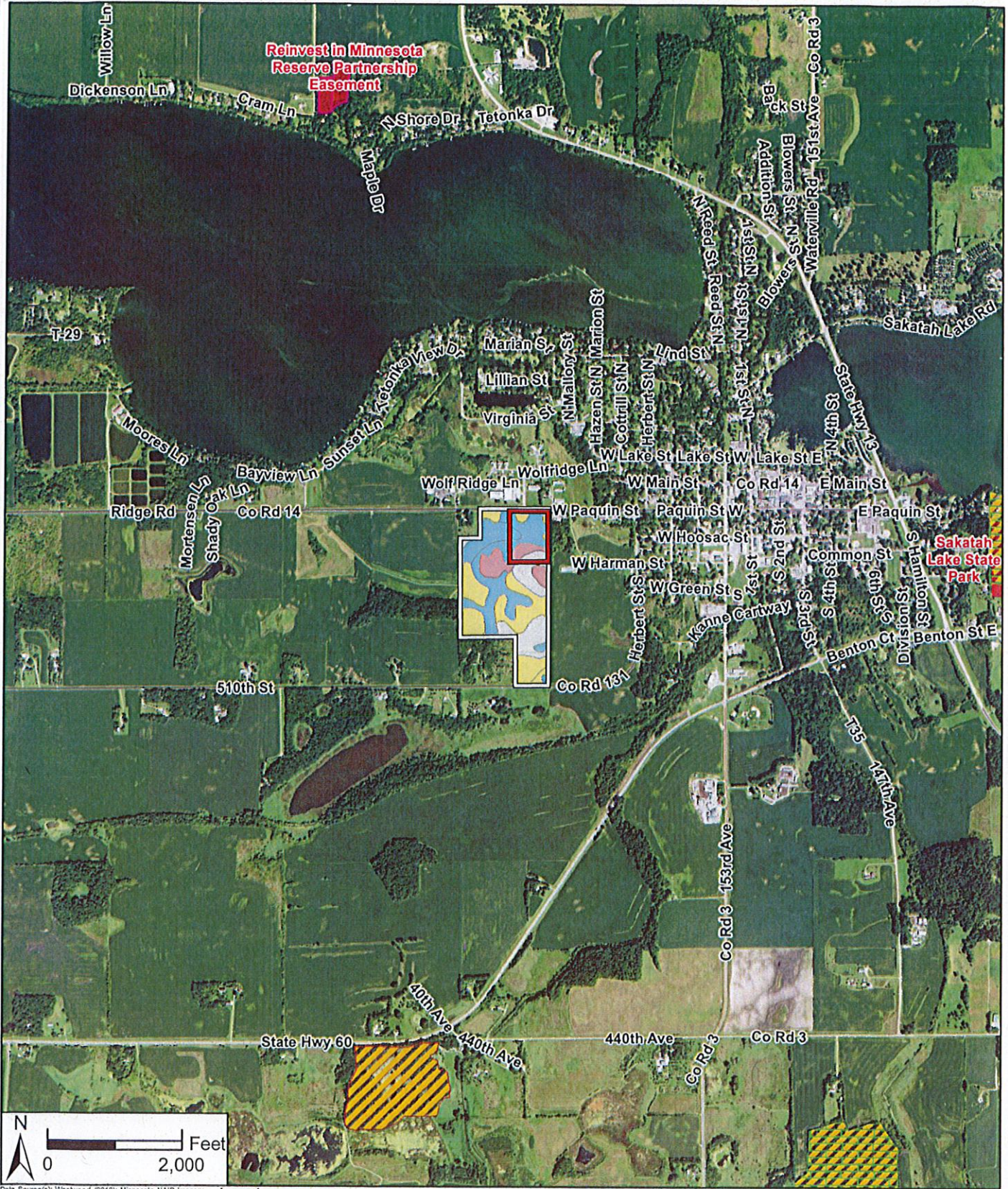
EXHIBIT 3

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JAN 14 2019

BY: \_\_\_\_\_





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 (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 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.

**Westwood**

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

- Legend**
- Project Premises Boundary
  - Subject Parcel Boundary
  - Native Plant Community
  - MBS Site of Biodiversity Significance
  - National Conservation Easement
  - Regionally Significant Ecological Area
  - National Wildlife Refuge Boundary
  - Wildlife Management Area
  - Scientific & Natural Area
  - Waterfowl Production Area
  - PAD Public Land

- Prime Farmland Classification**
- All areas are prime farmland
  - Farmland of statewide importance
  - Not prime farmland
  - Prime farmland if drained

NHIS data indicate two records of rare Vertebrate Animal species within 1 mile of the Subject Parcel.

RECEIVED

JAN 14 2019

BY: \_\_\_\_\_

## Water City Community Solar Garden

Waterville Township  
 Le Sueur County, Minnesota

Biological Resources  
 & Public Lands

EXHIBIT 4



Map Document: N:\0013703.00\GIS\CA Exhibit\USS\_3\_CA\_Ext5\_Infrastructure\_100130.mxd 3/16/2018 2:58:54 PM kblock



Data Sources: Westwood (2018); Minnesota NAIP Imagery (Accessed 2018); Census Bureau (2017); Verityx Velocity Suite, Verityx Energy LLC. (2017); Minnesota Pollution Control Agency (2008); Minnesota Geological Survey (2014).

**Westwood**

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

**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

RECEIVED

JAN 14 2019

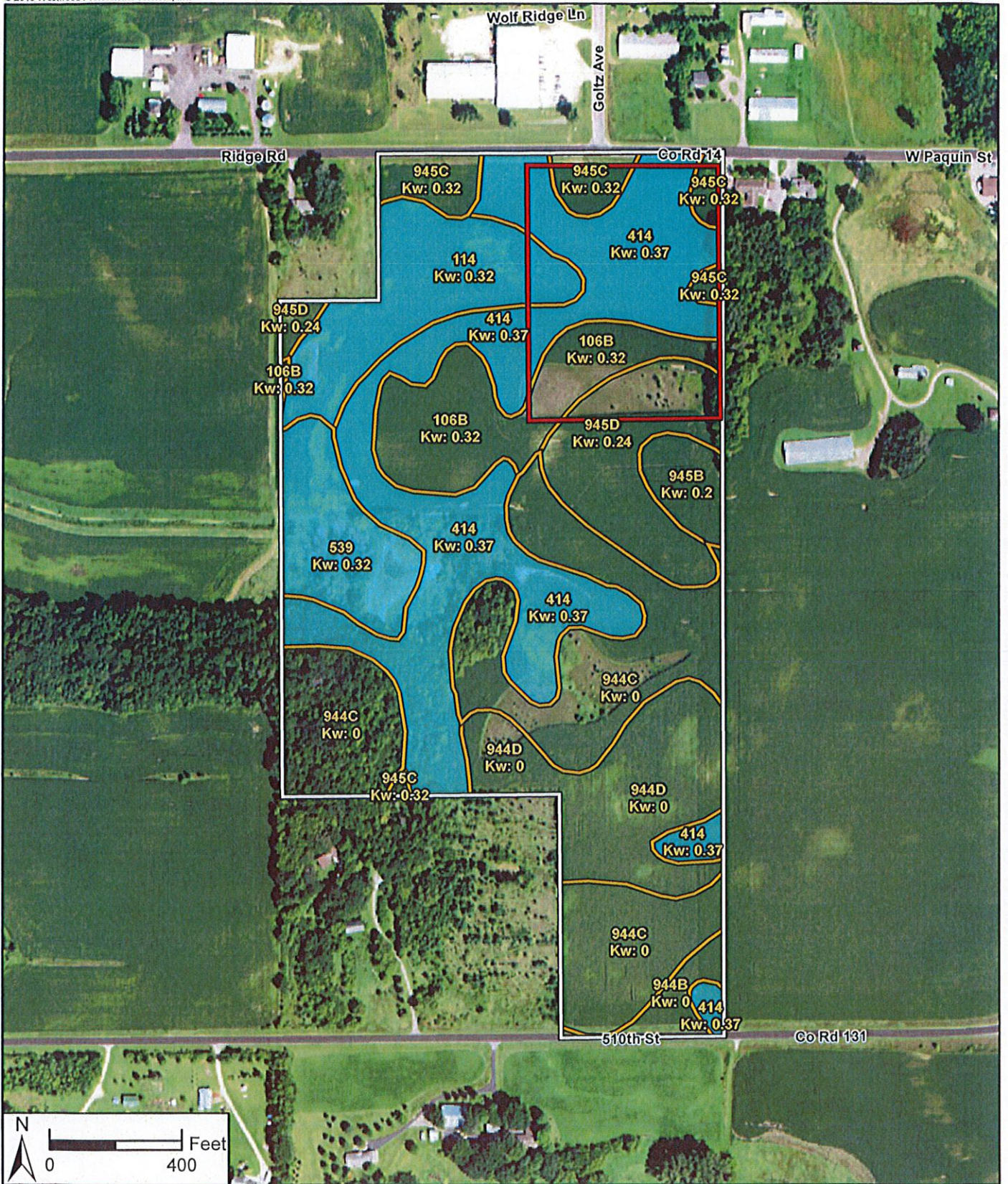
BY: \_\_\_\_\_

**Water City Community Solar Garden**  
Waterville Township  
Le Sueur County, Minnesota

**Infrastructure**

**EXHIBIT 5**





Data Source(s): Westwood (2018); Minnesota NAD 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 Soil Classification

CL | 106B | Lester loam, 2 to 6 percent slopes | 10% Hydric

CL | 539 | Klossner muck, 0 to 1 percent slopes | 100% Hydric

CL | 945B | Lester-Storden loams, 2 to 6 percent slopes | 3% Hydric

CL | 945C | Lester-Storden complex, 6 to 10 percent slopes, moderately eroded | 5% Hydric

CL | 945D | Lester-Storden complex, 10 to 16 percent slopes, moderately eroded | 2% Hydric

N/A | 944B | Lester-Esterville complex, 2 to 6 percent slopes | 5% Hydric

N/A | 944C | Lester-Hawick-Storden complex, 6 to 12 percent slopes | 5% Hydric

N/A | 944D | Lester-Hawick-Storden complex, 12 to 18 percent slopes | 5% Hydric

CH | 114 | Glencoe clay loam, 0 to 1 percent slopes | 100% Hydric

SC | 414 | Hamel loam, 0 to 2 percent slopes | 90% Hydric

## Water City Community Solar Garden

Waterville Township  
Le Sueur County, Minnesota

**RECEIVED**  
JAN 14 2019  
BY: \_\_\_\_\_

Soils

EXHIBIT 6

**Westwood**

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



NAME: USS Solar City  
PID: 14.027.7700  
DATE: DATE  
FIRM #: 27079C0429D  
F-Zone: X-outside  
RFPE: na  
District: Agriculture



**Map Disclaimer**  
Reasonable efforts have been made by the Le Sueur County GIS Department to verify that these maps accurately interpret the source data used in their preparation. However, a degree of error is inherent in all maps. These maps may contain omissions and errors in scale, resolution, rectification, positional accuracy, development methodology, interpretation of source data, and other circumstances.

\*The maps are date specific and are intended for use only at the published scale.

\*These maps should not be used for navigational, engineering, legal, or any other site-specific use.

Photo dated April/May 2017

LE SUEUR COUNTY  
ENVIRONMENTAL SERVICES  
507-357-8538