

The following is the agenda for **Thursday, December 18th, 2025 at 6:00pm** the Todd County Board of Adjustment will hold a public hearing in the Commissioner's Boardroom, Historic Courthouse, 215 1<sup>st</sup> Ave South, Suite 301, Long Prairie.

NOTE: This meeting is again being held in-person and the public is encouraged to attend. Those who do attend in person can find parking atop the hill on the west side of the Historic Courthouse and enter through the North Doors, near the American Flag and monument.

If you have any concerns or questions in regard to the upcoming meeting and the applications on the agenda, feel free to contact the Planning & Zoning Office at either **(320) 732-4420** or [toddplan.zone@co.todd.mn.us](mailto:toddplan.zone@co.todd.mn.us). All correspondence must include name & mailing address and be received 48 hours before the date and time of the hearing.

### **Agenda**

- Call to Order
- Pledge of Allegiance
- Introduction of Board of Adjustment Members and process review
- Approval of agenda
- Approval of November 20th, 2025 Board of Adjustments meeting minutes
- The applicant is introduced
  - Staff report
  - Applicant confirms if staff report accurately represents the request
  - Site Visit Review
  - Public comment
  - Board review with applicant, staff, and public
- 1. **USS Eagle Bend Solar LLC:** Section 02, Wykeham Township  
**Site Address:** 14910 380<sup>th</sup> Street, Eagle Bend, MN 56446  
**PID:** 28-0001100
  - 1. Request to remove the prime farmland solar restriction from Section 9.20 to allow for the submission of a CUP application for a 10-megawatt solar energy system.
- 2. **Variance Application Criteria Discussion**

**Adjournment.**

Next meeting: **January 22, 2026**

## **Minutes of the Todd County Board of Adjustment Meeting**

**October 23, 2025**

Completed by: Sue Bertrand P&Z Staff

Meeting attended by board members: Chair Russ Vandenheuvell, Vice Chair Bill Berscheit, Rick Johnson, Dan Peyton, Mike Soukup and Planning Commission Liaison Ken Hovet.

Staff members: Adam Ossefoort and Sue Bertrand

Other members of the public: Sign-in Sheet is available for viewing upon request.

Russ called the meeting to order at 6:00 p.m. and the Pledge of Allegiance was recited. Each board member introduced themselves and Russ explained the process for those attending.

Danny motioned to have the agenda approved as presented. Ken seconded the motion. Voice vote, no dissent heard. Motion carried.

Danny motioned to have the October 23, 2025 meeting minutes approved. Rick seconded the motion. Voice vote, no dissent heard. Motion carried.

### **AGENDA ITEM 1: Bob & Colleen Voltz: – PID– 17-0016802 – Little Sauk Township, Maple Lake**

Request(s):

1. Request to reduce the new lot size from the standard of 40,000 sq. ft.
2. Request to reduce the buildable area from the standard of 18,000 sq. ft.
3. Request to reduce the lot width from the standard of 150'
4. Request to replace the public road requirement with recorded access easement in Recreational Development Shoreland Zoning.

Bob & Colleen were present as the applicants.

Staff Findings: Adam read the staff report. The staff report is available for viewing upon request in the Planning & Zoning Office.

#### **Proposed Conditions, if approved:**

1. Proposed new parcel of land shall forever be connected to the associated, adjacent lot within the Maple Shelter Plat. No lots shall be sold separately from one another.

Bob and Colleen stated the staff report was accurate.

Adam explained there was no need for a site visit.

Correspondence received: None.

Public comment: None.

Board discussion:

Dan asked if after the combination, will the lot meet the standard requirement of an RD lot size of 40,000 sq. ft? Noticed the road was not put in where it was supposed to be, is there a ROW in the center of this?

Adam stated there is along time road access easement. Explained the GIS labeled it Echo Drive it needs to have a name for the addresses. He pointed out the old platted ROW that was never developed, and it is in hopes all of the neighbors can vacate this area to be absorbed into the associated properties, too. In answer to Dan's lot size question, based on his quick math, they would be just short of 33,000 sq. ft.

Dan, so we are still under 40,000?

Adam, yes.

Bob asked what it would be with the cart way added in the sq. footage?

Adam calculated it would add about 1,000 sq. ft. extra.

Dan assumed the back side is buildable.

Adam stated they would gain 10,500 sq. ft. of buildable space, in that separate lot they are looking to split off.

Bill asked for clarification on taking out the ROW. That is going to be abandoned or closed off?

Adam, yes. Stated the easement as described, won't be changing. Showed on the overhead individual lots would have access by the existing easement that is currently further South.

Discussion on how the access easement runs and how neighboring lots connect via driveways, and none of that is changing.

Russ the road access is not changing.

Adam correct, and the easement will remain as described.

Mike asked about the existing lot and if it is currently buildable?

Adam explained it is already developed and anything else would require a variance. That is the reason is for the extra lot to be added, as they would like to install a septic system and possible storage.

Bob stated most importantly there is no room on the existing lot to put a new mound septic, as the old one is over 25 yrs. old, and this would give us an option to build the septic.

Mike questioned with all the square footage of buildable space and all impervious surfaces gained, is it going to be included as a whole, or is it separate?

Adam explained, if this were approved, to meet that condition, there is a document that gets recorded to the property, that ties them together forever. We look at the total of the two together for permitting purposes, even though they will have separate parcel numbers.

Russ asked if they have a cabin there now?

Bob explained they have a house and a garage.

Russ asked if they lived there?

Bob, yes, and their intentions are when the existing drain field meets it's end of life, they may install a new mound on that property. Really has no plans to add to the existing property as far as building. The new property gained, possibly some sort of storage and the mound, and to keep people from building there.

Russ asked if they own this lot yet?

Bob stated they own the one lot on Maple lake and want to buy the property in question.

Russ asked if they bought it, would they need a variance for the septic?

Adam explained, right now, exact for exact replacement only on the septic, but it is a type III system with no guarantee the system will function as designed. Type III is a deviation from the strict standard of the septic rule. If they bought the proposed lot, they will meet all setbacks for the septic and it will function as designed.

Russ asked how far away from the lake are they?

Colleen stated they had to get a variance originally, back in the day, in 1999, but the original cabin of her father's was only 40'. Now they are at 50' from the lake.

Rick stated he found either 53' or 63' feet when he checked GIS, and stated it's close.

Ken, so the piece of property you are thinking of buying is lot "N", correct?

Bob, yes.

Rick brought up a previous variance request, a few months ago, that is very relevant to this individual variance. He was the one who did the Site Visit Report and noticed the owner of the property behind them, lets a lot of these cabin users use that space, because a lot of them had their boats and trailers parked on his property. But, he is willing to give up property behind the road easement, to alleviate a lot of these issues that a lot of these property owners have, because they have small substandard sized lots. In his opinion, granting this one variance, for this one applicant and even more in the future, if they happen to come to the board, he sees absolutely no adverse impacts to granting this variance. In fact, in his opinion, it is a step in the right direction toward becoming more compliant with the standards. Because of that, he stated he fully supports this variance.

Ken asked, the lot "N" you have outlined on the map here, would he be correct in assuming you have made that as big as you can without encroaching on roads?

Colleen, yes, added it is as far South as they could get it, and still meet the road setback. They had two septic designers come out, before they decided to go on with this, and they said because they have a four-bedroom home, would need 80' x 60' for the mound, way bigger, even if they had just gone directly behind their lot and that is why the weird shape. There are also high line wires by the road.

Ken stated he was good with that.

Rick, stated he would imagine, depending on each lots' facts and circumstances, if they wanted to expand, like Adam was talking about earlier, they still may need a variance. They still may need to come back here. We are just simply allowing them to buy more land to become closer to being compliant with the standards.

Russ, I am good with this.

Adam stated the only reason this is here is because of the fact this is in the Maple Shelter Plat, all of their neighbors on each side, outside of that, we have just been doing these as really straight forward, simple, property line adjustments, but we can't work across that platted boundary from platted to non-platted, so we have to split it off as a separate lot. Otherwise we would have just handled this administratively.

Bill when looking at proposed activity and they list out four basic requests, they are 100% dependent of each other, the request is just to allow the purchase of a lot that doesn't meet required lot size.

Rick, has lot "N" been platted yet?

Adam, no, and explained they had to approve the variance application first, then they will submit the application to do the actual split of it.

Rick, the two will be joined together...

Adam finished, they will be through another separate document that we're going to require of them, to submit with the application with the split.

Rick, and that will be the condition. Two separate plats, two parcel numbers, but considered one lot, in reality.

Adam, right.

Mike asked about the condition, the lots cannot be sold separately, will it stand out in the deed?

Adam explained that it is an entirely separate document that gets recorded to those properties. We develop that, we sign that and then we send it upstairs, pay the recording fee, and get it recorded.

Bill, so when it is done, it will be one parcel number?

Adam explained, it will still be two parcel numbers, two tax statements, but for Planning and Zoning purposes, one lot.

Bill asked if there is a way to make it one parcel number?

Adam, not with our current taxing system, we have to keep them separate.

Bill stated the reason he is asking is, it puts the board in a situation where we grant this, to do the right thing. However, thirty or fifty years from now, a different owner of this particular parcel, being it would be two parcel numbers, could actually sell one, then sell the other, and unless the recorder notices it and stops it, it can, in effect be split, even though we do all these things to say it can never be split.

Adam, right, and we've had situations like that, unfortunately, then, when they come in to get a permit to build a house, we do not issue the permit.

Bill, thank you.

Ken motion to approve this with the one condition and Bill seconded.

1. Proposed new parcel of land shall forever be connected to the associated, adjacent lot within the Maple Shelter Plat. No lots shall be sold separately from one another.

Roll call vote commenced as follows:

Board member	Vote (yes or no)
Mike Soukup	Yes
Rick Johnson	Yes
Ken Hovet	Yes
Dan Peyton	Yes
Bill Berscheit	Yes
Russ VanDenheuvel	Yes

Motion carried, variance has been granted.

## **AGENDA ITEM 2: E.A.R.T.H. Program discussion**

Correspondence received: None.

Public comment: None.

Board discussion:

Dan stated he read through this whole thing and loves to see the scores on the different properties. His concern is we have the score, how can I use that score to approve or disapprove an agenda item here?

Ken stated he thinks you set a minimum number of points.

Danny, at this time, that is not written in any of our structure.

Bill, this is just a guiding principle. It's not hard and fast in regards to; this percentage equals a denial and this percentage should guarantee our support. It's still just a guiding principle. Agrees, he loves all the data and everything it puts before us. It's phenomenal! He thinks it should make our decision process easier.

Dan, but, can we use it in a court of law or in our paperwork that says "I am not going to approve you as you have too low of a score"?

Adam stated he thought we would have a hard time doing that. The statute is pretty clear on the criteria you need to meet or not meet to grant or deny. We've talked about using this in different ways, and one of the ways we thought is; we'd have to make Ordinance amendments to require it as a part of our application but, we could make it as; this assessment has to be done prior to your submittal of your application to the County? Weather that be; staff going out and doing it, once we have it, then they can apply, or, even making the land owner complete their own assessment as part of that application and submitting it at that time. One way, you are probably going to get an accurate score. The other way, at least you are making the land owner think about it when they are walking their property and they are putting the thought into what is going on, on their property, at a minimum. Those are the two ways we have thought about using this. We could certainly incorporate this as part of the application process, but may not be able to lean on what the score is, in order to grant or deny the variance. You'd still go with your same criteria.

Ken stated there are a lot of things about this that he really likes, but of them for sure is completely objective. It is all quantifiable, there is no subjective people's opinions at all. He can envision it being used as: yes, you are going to come in and make an application for a variance but you have to fill this out or have someone else do it for you, the score comes back, we get to see that, let's say the score is thirty, we can put on a condition that says within a year, your score has to be a sixty. That gives them quite a few options how to get there and at least it will be an improvement. Or maybe their score comes back a 60 maybe we ask them to reach ninety in a year. He definitely sees it as a tool to use to improve the property.

Bill stated he liked Ken's suggestion and his thought was this may be a part of the on-site inspection rather than you tying up a bunch of staff and staff hours trying to get this. He assumed he probably doesn't have the staff available to do it, so it could maybe be a part of our on-site inspection. The significant limitation of course, is it is going to be nearly impossible to conduct these during the winter.

Adam stated Josh has been doing those scores already, and completed these, and Deja has already developed the signs that get put up at the end of their driveway showing if they are a "gold" or whatever, so, they are already doing some scores. Josh could potentially continue doing them, but again, it comes down to staff capacity and time to be able to do that.

Larry voiced support of all of it and suggested if the home owner fills out his own score it may not be as objective as Bill's or Josh's, but you could always compare the two for discussion.

Adam agreed that if we incorporated it as part of the variance application process to be filled out and submitted with the variance application, we would include that score sheet as a part of the board packets prior to the site visit and meeting so this would be included in it, and you could do that comparison.

Dan, with all that, can we say, “to approve this, you have to increase your score by twenty points. You have to tell us how you are going to increase it”?

Adam stated he thinks it goes to Ken’s idea. He didn’t think we could use it to, “We’ll approve this if you get to this score, but you say, “We’ll approve this with the condition, you improve your score to this point”.

Dan, it still gets back to, who is doing the scoring and gets back to more work for staff and everything. He love it, but how to use it?

Adam stated his perfect world, we use this but we also do a pre-application meeting with every single applicant, whether we have Planning Commission or Board of Adjustment, and this is what Morrison County does, every Monday from 8-noon, they just go twenty minutes with each applicant and they have DNR the township, the applicant, the staff and you have to attend that meeting before they will accept your application. This review could be a part of that too, so that every applicant knows what the DNR thinks of it, what the Township thinks of it, but Adam stated he would like to make this even more comprehensive and again, this is a staff capacity thing, but in a perfect world, that is what he sees us doing when making Ordinance amendments. He added, we can put this on next month again and in the meantime, he will get legal opinion on this too, and how we can apply this, if that is something everyone is interested in.

Ken stated he thinks that is exactly appropriate to ask legal mustard on this, now better than later. When he first read this, he fell in love with this right away, as we struggle with these kinds of issues every time we grant a variance by a lake. He wouldn’t say they have been terribly consistent, but this should help us along and get us more consistent with what we’re asking with everybody, instead of whatever we think of tonight.

Bill agreed.

Larry stated it gives people ownership on what they are doing with this. Mentioned he was out with Deja on Big Swan, and they were talking about the people involved in this E.A.R.T.H. program and there were two competitive neighbors, one got, let’s say, a bronze and the next-door neighbor a silver and pushed the one neighbor to compete to get the highest score. It may seem like a drastic situation, but this can help everyone.

Ken stated “drastic” in this case is not in a negative way. He could see Lake Associations using this as an award program.

Bill stated what it could potentially do for us, is, basically when an applicant comes in, they come with a bucket full of excuses and wants as why I should get this. It may change that focus somewhat a little bit to our perspective of what does the environment get out of this? What does the County get out of this as opposed to what do I get today?

Larry, yes, and agrees with getting legal input. Thinks this is just dynamite, outstanding!



Adam stated this is Deja's.

Ken, so, providing this passes legal mustard, what is our next step?

Adam stated we would have to make Ordinance amendments to include that it's a requirement of our application packet, which then, it takes a public hearing, Planning Commission review, Commissioner adoption, but before that, we take it to the work session to present the concept to the commissioners, to kind of give them a chance to give us the thumbs up to pursue it. When we get to that point, I would hope somebody from this board would attend that work session with him and talk about it with the board, too. Then take it to public hearing, adopt it and from that point forward, we make it a part of our process.

Bill mentioned he thought this has been taken off a blue print out of Maine, when communicating with Deja.

Adam stated MN has a "score your shore" program, but that is shoreline, Maine has a more comprehensive one and there might have been some other states too, she gathered information from, but what Deja has done is brought it all together into something maybe even better.

The board agreed to give Deja an "Atta girl"!

Adam stated we will have this on for next month again and continue to discuss.

Bill moved to adjourn seconded by Mike, voice vote, no dissent heard, motion carried to adjourn at 6:49 pm.



WHERE THE FOREST MEETS THE PRAIRIE  
**Todd County**  
 • MINNESOTA • EST. 1855 •

PLANNING & ZONING  
 215 1<sup>st</sup> Avenue South, Suite 103  
 Long Prairie, MN 56347  
 Phone: 320-732-4420 Fax: 320-732-4803  
 Email: [ToddPlan.Zone@Co.Todd.MN.US](mailto:ToddPlan.Zone@Co.Todd.MN.US)

## Appeal for a Variance

Received  
 NOV 20 2025

Todd County Planning  
 & Zoning

Reviewed  
 11/29/25  
 [Signature]

Applicant USS Eagle Bend Solar LLC (Luke Gildemeister, Project Developer, US Solar)  
 Mailing Address 323 N Washington Avenue, Suite 350, Minneapolis, MN 55401  
 Site Address 14910 380th Street, Eagle Bend, MN 56446  
 Phone Number \_\_\_\_\_ Cell Number [Redacted]  
 E-Mail Address [Redacted]  
 Property Owners Name & Address (if not applicant) \_\_\_\_\_  
[Redacted]

Parcel Number(s) 28-0001100

Section: 2 Township 131

Zoning District (circle one): AF-1; AF-2; R-10; R-2; UG; RT; Commercial; Industry; or  
 Shoreland (Lake or River Name): \_\_\_\_\_

Full and Current Legal Description(s): Please see attached proof of site control for parcel legal description.  
 (attach if necessary)

Do you own land adjacent to this parcel(s) ☒ Yes ☐ No

Septic System: Date installed ~ 2000 Date of Compliance Inspection 11/12/25

Is a new system needed: ☐ yes ☒ no ☐ STS Design attached

Required for applications with existing septic systems: Approved design submitted for new system to be installed, new system installed within previous 5 years, or passing compliance inspection on existing system in previous 3 years

### Variances Requested:

What standards or requirements are you unable to maintain? (Check all that apply)

Lot width \_\_\_\_\_ Lot area \_\_\_\_\_ Lake or River setback \_\_\_\_\_ Bluff setback \_\_\_\_\_  
 Road right-of-way setback \_\_\_\_\_ Side Yard setback \_\_\_\_\_ Buildable area \_\_\_\_\_  
 Impervious surface coverage \_\_\_\_\_ Building/Structure Height \_\_\_\_\_ Other ☒

Did you meet with the Township Board to present the Application for Variance?

Yes ☒ No ☐ Date of the meeting 11/10/25

[Signature]  
 Optional Township Board Signature

Chairman  
 Board Position

PD #2025-0698

**LIST YOUR VARIANCE REQUEST(s)** and what, if the variance were granted, you intend to build or use the land for. **For example:** *"Request to reduce the 10ft structural setback from my west side lot line to 8ft for the construction of a detached garage to be used for vehicle and personal storage."*

1.) Request to remove the prime farmland solar restriction from Section 9.20 to allow for the submission of a Conditional Use Permit application for a 10-megawatt solar energy system.

2.) \_\_\_\_\_

3.) \_\_\_\_\_

4.) \_\_\_\_\_

\*\*State Statutes Section 394.7 Subd7: Variances: Practical Difficulties. The BOA shall have the exclusive power to order the issuance of variances from the requirements of any official control including restrictions placed on nonconformities. Variances shall only be permitted when they are in harmony with the general purposes and intent of official control, and when variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with official rules; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties.

The Board of Adjustment may impose conditions in the granting of a variance. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.

**EXPLAIN YOUR PRACTICAL DIFFICULTIES\*\* or reason why you need your request approved.**

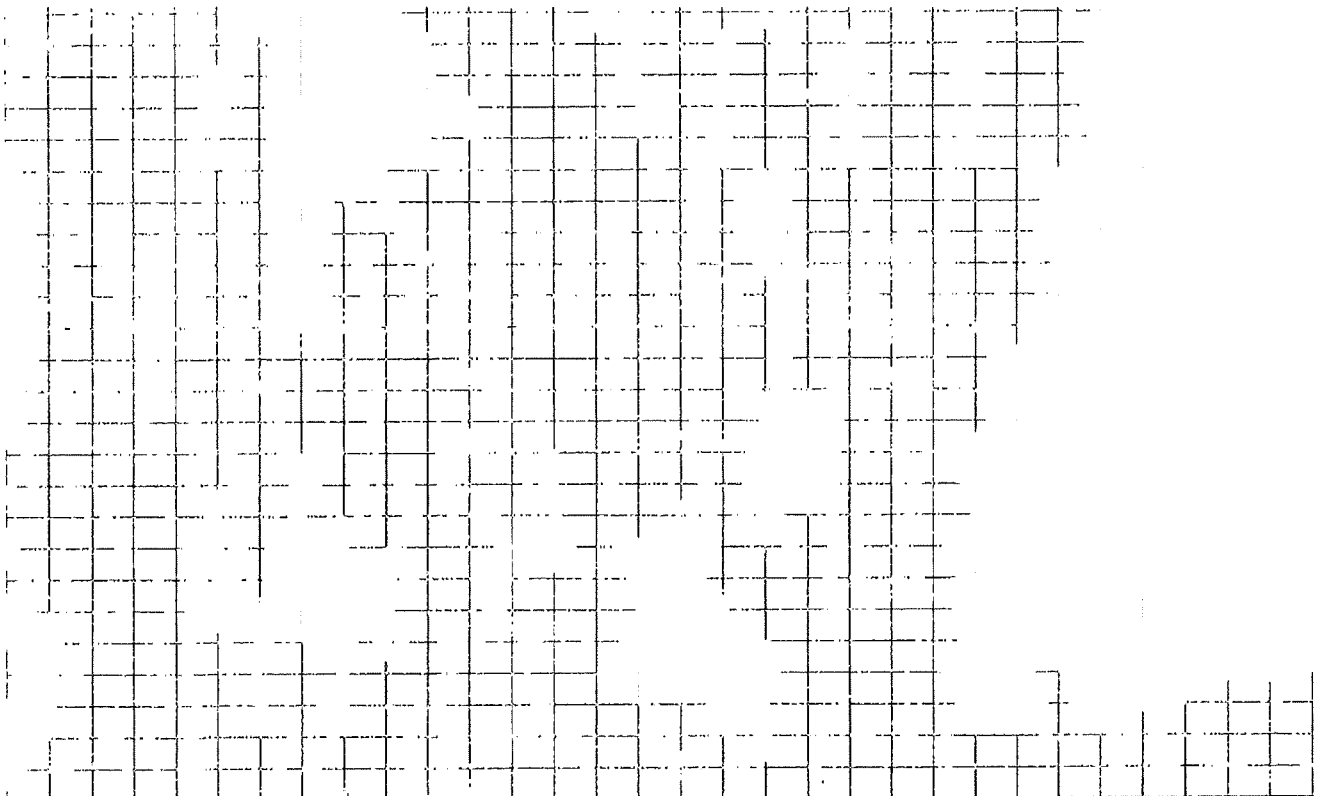
US Solar is submitting this variance application on behalf of Jean Greenwaldt. The "prime farmland" restriction within Section 9.20 of the Todd County Ordinance denies US Solar the ability to submit a Conditional Use Permit application on behalf of Jean. US Solar needs the variance request approved so that we can submit a Conditional Use Permit application for USS Eagle Bend Solar LLC, a proposed 10-megawatt solar energy system located on Jean's parcel that would interconnect to Minnesota Power's electrical substation in Eagle Bend.

It is important that you flag your related property lines and proposed building locations

**Have you flagged your lot? ( Y )** ☒ ( N )

Please see  
site plan attached.

## SKETCH DRAWING



The applicant or agent hereby makes application for a variance agreeing to do all such work in accordance with all Todd County Ordinances. Applicant or agent agrees that site plan, sketches, and other attachments submitted herewith are true and accurate. Applicant or agent agrees that, in making application for a variance grants permission to Todd County, at reasonable times during the application process and thereafter, to enter applicant's premises to determine the feasibility of granting said variance or for compliance of that application with any applicable county, state, or federal ordinances or statutes. If any of the information provided by the applicant in his/her application is alter found or determined by the county to be inaccurate, the County may revoke the variance based upon the supply of inaccurate information.

**If the applicant is not the property owner, both signatures are required below.**

USS Eagle Bend Solar LLC (Luke Gildemeister, Project Developer, US Solar)

*Luke Gildemeister*

10/23/25

Applicant Name Printed

Signature

Date

*Jean Greenwaldt*

*Jean Greenwaldt*

*10/27/25*

Property Owner Name Printed

Signature (If different than applicant)

Date

## AUTHORIZED AGENT FORM

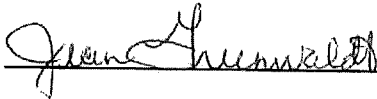
I hereby authorize Luke Gildemeister, Project Developer, US Solar to act as my authorized agent  
for all public hearing(s) and legal relations with this application on property located at:

Site address 14910 380th Street, Eagle Bend, MN 56446

Section # 2 Township Name Wykeham


Parcel Number(s) 28-0001100

Property Owner(s) name (print) Jean Greenwaldt

Property Owner(s) Signature(s)  Date 10/27/25

Authorized Agent(s) name (print) Luke Gildemeister

Authorized Agent(s) Signature(s)  Date 10/23/25

Authorized Agent Phone Number 



100 N 6<sup>th</sup> Street, Suite 410B  
Minneapolis, MN 55403

612.230.0172  
[www.us-solar.com](http://www.us-solar.com)

**November 2025**  
**US Solar**  
**USS Eagle Bend Solar LLC**  
**Variance Application**

US Solar is requesting a variance from Todd County's prohibition of solar farms on agricultural land identified as prime farmland as defined by the United States Department of Agriculture. This prohibition is laid out in Section 9.20 "Solar Energy Systems," Letter B, Number iv, Number 2, Letter C of the Todd County Zoning Ordinance. The information below is provided pursuant to Section 5.03 of the Todd County Zoning Ordinance as well as the criteria listed within the Todd County Variance Application Form.

***Is the variance in harmony with the general purposes and intent of the official control?***

Yes. Jean Greenwaldt's 122-acre parcel is located within Todd County's AF-1 (Agriculture/Forestry) zoning district. According to Todd County's ordinance, the purpose of the AF-1 district is to *"provide for and protect areas of the county where commercial crop and livestock agriculture, forestry, large tract recreational activities, and wildlife habitat/natural areas are the primary uses."* Todd County likely implemented the prime farmland prohibition of solar farms with the intention of preventing solar farms taking up the county's most productive agricultural land. US Solar is intent on ensuring the continued agricultural productivity of this parcel throughout the 25 – 40-year lifespan of USS Eagle Bend Solar LLC. It's important to have a sense of proportion in this instance – according to the 2022 USDA Census of Agriculture, there's more than 321,000 acres of farmland within Todd County. USS Eagle Bend Solar LLC would only be about 54 fenced acres. Only about 60%, or ~30 acres, of the project area is considered prime farmland by the USDA. Importantly, US Solar wouldn't just leave the land in between and underneath the solar modules bare. Rather, US Solar is committed to *"agrivoltaics"* – the combination of agriculture and solar production (photovoltaics). The concept is to create renewable energy while also providing space for agricultural activities. US Solar is committed to planting pollinator-friendly habitat underneath and in between the rows of solar modules. These deep-rooted grasses help to reduce stormwater runoff and promote local pollinators such as bees, butterflies, and insects. US Solar will also investigate additional on-site agrivoltaics activities such as small-scale vegetable farming in between the rows of modules, or even periodic sheep grazing on the pollinator friendly habitat. US Solar has successfully implemented these agrivoltaics activities (sheep + vegetables) on some of our operational projects. It's also worth noting that Jean Greenwaldt would be able to continue farming the acreage outside of the project's 54-acre fenced area. She could also continue to farm her 51-acre parcel to the east of 151<sup>st</sup> Avenue. A 54-acre solar farm would not jeopardize the agricultural identity of the AF-1 district. US Solar believes the prime farmland prohibition of solar farms is overly restrictive, and that proposed projects should be allowed to be reviewed by the elected officials of Todd County on a case-by-case basis. By incorporating agrivoltaics activities, US Solar is committed to keeping the project's fenced acreage in agricultural production. USS Eagle Bend Solar LLC intends to provide agricultural, ecological, and financial benefits to the AF-1 district.

***Is the variance request consistent with the goals and policies of the comprehensive plan?***

Yes, the allowance of a solar farm on prime farmland is consistent with Todd County's 2030 Comprehensive Plan. Within the *"Utilities, Energy and Communications"* section, Todd County states that, to be a good neighbor to nearby counties and to the world, *"the County needs to help business and individuals reduce their environmental impacts."* Within the same section, when referring to renewable energy generation methods, Todd County claims it *"should explore and encourage individuals to install and use these technologies."* The Comprehensive Plan also states within its *"Goals and Action Plan"* that Todd County should *"adopt ordinances that encourage reasonable usage and deployment of individual renewable energy creation methods."* Jean Greenwaldt is a responsible, tax-paying landowner with property rights who has lived on this land for decades. She would like to dedicate roughly 54 acres of her 122-acre parcel to host a solar farm. In the eyes of US Solar, this would be considered reasonable usage.



100 N 6<sup>th</sup> Street, Suite 410B  
Minneapolis, MN 55403

612.230.0172  
[www.us-solar.com](http://www.us-solar.com)

***Is the property owner proposing to use the property in a reasonable manner not permitted by an official control?***

The property owner, Jean Greenwaldt, is a responsible steward of her land. She's lived on this parcel for decades. Her family continues to farm this land. The proposed solar farm use is reasonable as solar farms are allowed as a conditional use within Todd County's agricultural and commercial zoning districts – just not currently on prime farmland. So, yes, the property owner is proposing to use a portion of her parcel in a reasonable manner that is currently not permitted by Todd County's ordinance.

***Is the need for a variance due to the circumstances unique to the property not created by the landowner?***

The need for a variance to the prime farmland restriction of solar farms is unique to PID 28-0001100 in that Jean Greenwaldt's parcel does contain some prime farmland as defined by the USDA. We are under the impression that not all agricultural parcels within Todd County possess soils classified as prime farmland by the USDA. The problem was not caused by Jean Greenwaldt in that she can't control the soil types of her farmland, nor the USDA's classification of the soil types.

***Will the variance maintain the essential character of the locality?***

The vicinity of the proposed USS Eagle Bend Solar LLC project is rural in nature. The project parcel is in Todd County's AF-1 zoning district. The proposed solar farm would not alter the agricultural character of the locality. US Solar would utilize farm-field, page-wire fencing with wooden posts. US Solar would also plant pollinator-friendly habitat underneath and in between the rows of solar modules, which helps reduce soil erosion and stormwater runoff. US Solar will continue to research the feasibility of incorporating agrivoltaics activities within the project's fenced acreage. The project would not impair neighboring properties or change the surrounding rural aesthetic. USS Eagle Bend Solar LLC will go to great lengths to ensure the project operates in harmony with the AF-1 district.

***Does the need for the variance involve more than just economic considerations?***

Economic considerations are just one (1) factor to the landowner, to US Solar, and to Minnesota Power, which has expressed interest in this proposed project. It's true that the project would provide financial revenue to US Solar, the landowner, Todd County, and also Wykeham Township. However, there are additional factors at play. One of those factors is the need for additional energy capacity in Minnesota Power's service territory. Minnesota Power and other Minnesota utilities must comply with the 100% clean electricity bill that was signed into state law in 2023. To that end, Minnesota Power issued a Request for Proposal (RFP) in early 2025 asking for developers such as US Solar to propose additional solar resources within Minnesota Power's service territory. US Solar proposed this project, and the project has since been "shortlisted" by MP, meaning the utility has sincere interest in adding electricity at this location. In addition to the need for more electrical production, another factor is environmental considerations. US Solar would implement pollinator-friendly habitat beneath and in between the rows of solar modules. This native habitat supports monarch butterfly, insect, bee, and songbird populations. These deep-rooted grasses also help minimize erosion and runoff, provide food sources for wildlife, and improve the local soil quality by giving it a rest for the 25 – 40 year lifespan of the proposed project.

***Have safety and environmental concerns been adequately addressed?***

USS Eagle Bend Solar LLC would not cause any safety concerns. The solar farm would be fully-fenced. It would also have security cameras and would be remotely monitored by US Solar 24/7/365. USS Eagle Bend Solar LLC would also not cause any environmental concerns. There are no hazardous materials involved in our solar farms. The solar panels are fully contained and include silicon, glass, silver, and copper – the same materials as in your smartphone. A Phase I Environmental Site Assessment was conducted on the proposed project site in October 2025. No Recognized Environmental Conditions (REC's) were found in connection with the project property. A Wetland Delineation was also conducted on the project site in October 2025. The field-delineated wetlands are limited to a few acres on the parcel, and the proposed project would be sited to minimize impact to said wetlands.

REVISIONS  
APP. APPLICATION 05/14/25

US SOLAR  
100 N 6TH ST, SUITE 4100  
MINNEAPOLIS, MN 55403  
PHONE (612) 260-2200  
WWW.US-SOLAR.COM

SEIDA  
675 LEWIS LANE, SUITE 145  
MINNEAPOLIS, MN 55403  
PHONE (612) 934-1200  
WWW.SEIDA-ENGINEERING.COM

PROJECT  
US EAGLE BEND SOLAR, LLC  
380TH STREET, EAGLE BEND  
MINNESOTA 56448  
LAT: 46.186164  
LON: -95.053550

SHEET TITLE  
PRELIMINARY LAYOUT

SCALE: AS SHOWN  
DATE: 05/14/25  
PV-100  
SHEET 1 OF 1



SYSTEM SPECIFICATIONS	
SYSTEM SIZE DC	13,256.08 kW
SYSTEM SIZE AC	10,000.00 kW
DC/AC RATIO	1.33
MODULE MODEL	CS6.2-66TB-420H
MODULE RATING	625 W
TOTAL MODULE QTY	21,384
NO. OF STRINGS	792
INVERTER MODEL	CPS SCH75KTL-00/US
INVERTER RATING	250.00 kW
INVERTER QTY	40
NO. OF STRINGS PER INVERTER	19.75
STEP-UP TRANSFORMER	150/240V/600/2500VAC
PACKING	12' HGT
12' HGT	188
# TRACKER ROW WITH 108 MODULES	16.2'
INTER-ROW SPACING	16.2'
ROW WIDTH	32.50'
ROW LENGTH	32.50'
AREA OCCUPIED	54.40 AC

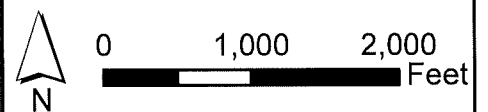
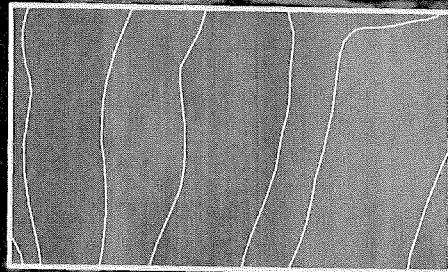
- GENERAL NOTES
- CUSTOMER SHALL PROVIDE ACCESSIBLE, LOCKABLE, VISIBLE DISCONNECT. PROVIDE PLACARD STATING "UTILITY AC DISCONNECT".
  - DISCONNECT WILL BE ACCESSIBLE, LOCKABLE, VISIBLE BLADE DISCONNECT.
  - IN INSTALLATION TO COMPLY WITH NEC 2023 ARTICLE 690 AND ALL APPLICABLE LOCAL, STATE AND NATIONAL CODES OR REGULATIONS.
  - EQUIPMENT SHALL BE LABELED PER NEC 2023 ARTICLE 690.
  - 12" ACCESS DRIVES SHALL BE DESIGNED TO ACCOMMODATE ALL CONSTRUCTION, OPERATIONS, MAINTENANCE AND UTILITY TRAFFIC THROUGHOUT THE SITE.
  - PROVIDE UTILITY 24/7 UNRESTRICTED KEYLESS ACCESS.
  - ALL EQUIPMENT CLEARANCES AND WORK SPACES SHALL COMPLY WITH NEC 2023 REQUIREMENTS.

LEGEND	
MODULES TRACKER ROW	
EQUIPMENT PAD	
STRING INVERTER	
12" WIDE SITE ACCESS ROAD	
EXISTING ROADS	
PROPERTY LINE	
SETBACK	
U.G. MEDIUM VOLTAGE CABLE	
UTILITY CIRCUIT	
PROJECT SITE SECURITY FENCE	
CONSTRUCTION LAYDOWN	

ARRAY PLAN  
SCALE: 1"=200'

THE DRAWING AND ITS CONTENTS ARE THE PROPERTY OF SEIDA ENGINEERING AND DESIGN ASSOCIATES, AND MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION.







# USS Eagle Bend Solar LLC

Todd County, MN

General Project Area

Farmland Classification

-  All areas are prime farmland
-  Other

**US/SOLAR**  
323 N Washington Ave, Suite 350  
Minneapolis, MN 55401

## Farmland Classification

Map Data Sources: ESRI, MAXAR, USGS Soil Survey, Regrid

-----  
ELECTRONICALLY RECORDED ON  
04-08-2025 at 3:10 PM  
KIMBERLY BOSL  
TODD COUNTY RECORDER  
Long Prairie, MN  
Fee Amount: \$46.00

**Return to:**  
United States Solar Corporation  
2150 Post Rd FL 99  
Fairfield, CT 06824-5669

\_\_\_\_\_(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 March 12, 2025 (the "**Memo Effective Date**"), is made by and between, Jean M. Greenwaldt, a single person, whose address is 14910 380<sup>th</sup> Street, Eagle Bend, MN 56446 ("**Lessor**") and **US SOLAR DEVELOPMENT LLC**, a Delaware limited liability company, whose address is 323 Washington Ave N., Suite 350, Minneapolis, MN 55401 ("**Lessee**").

A. Lessor is the owner of real property located in Todd 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 March 12, 2025, whereby Lessor leases to Lessee and Lessee leases from Lessor a portion of the Lessor Property (the "**Premises**") described in Exhibit A and whereby Lessor grants to Lessee certain easements described in Exhibit A and Exhibit B, in each case for the purposes of the Facility (as defined below).

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

D. This instrument is exempt from Minnesota deed tax.

NOW THEREFORE, in consideration sum of One Dollar (\$1.00), the parties agree as follows:

1. **PURPOSE OF LEASE.** THE LEASE IS SOLELY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION AND RELATED PURPOSES, AND THROUGHOUT THE TERM OF THE LEASE, LESSEE SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO USE THE LESSOR PROPERTY FOR SUCH PURPOSES. FOR PURPOSES OF THE LEASE, PHOTOVOLTAIC ENERGY GENERATION PURPOSES MEANS: (I) MONITORING, TESTING AND ASSESSING THE LESSOR PROPERTY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION, AND (II) DEVELOPING, CONSTRUCTING (INCLUDING LAYDOWN AREAS AND STORAGE AREAS), INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING PHOTOVOLTAIC ELECTRIC ENERGY GENERATING EQUIPMENT, SUPPORTING STRUCTURES AND BALLASTS, INVERTERS, ELECTRICAL STORAGE AND TRANSFORMERS,

FIXTURES, ELECTRIC DISTRIBUTION LINES, COMMUNICATION LINES, METERING EQUIPMENT, PERIMETER FENCING, INTERCONNECTION FACILITIES AND RELATED FACILITIES AND EQUIPMENT (COLLECTIVELY, THE "FACILITY") ON THE LESSOR PROPERTY. ANY IMPROVEMENTS, FIXTURES OR STRUCTURES THAT ARE NOT A PART OF THE FACILITY SHALL NOT BE INSTALLED ON THE LESSOR PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF LESSOR.

2. 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 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 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. LESSEE HAS OPTIONS TO EXTEND THE INITIAL TERM OF THE LEASE FOR 3 ADDITIONAL 5 YEAR TERMS COMMENCING IMMEDIATELY ON THE DAY THAT THE TERM WOULD OTHERWISE EXPIRE.

3. 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 IN EXHIBIT B OF THE LEASE (THE "SOLAR 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 SOLAR PREMISES, TOGETHER VERTICALLY THROUGH ALL SPACE LOCATED ABOVE THE SURFACE OF THE SOLAR 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 SOLAR PREMISES THROUGH EACH SOLAR SITE TO EACH POINT AND ON AND ALONG SUCH LINE TO THE OPPOSITE EXTERIOR BOUNDARY OF THE SOLAR PREMISES.

4. OTHER EASEMENTS. THE LESSOR GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, THE FOLLOWING EASEMENTS OVER, ACROSS AND ON THE LESSOR PROPERTY (A) A NON-EXCLUSIVE EASEMENT ("ACCESS EASEMENT") ON AND THROUGH THE LESSOR PROPERTY FOR PURPOSES OF LESSEE'S ACCESS TO THE FACILITY ON THE PREMISES, WITHIN WHICH LESSEE MAY CONSTRUCT, USE AND/OR MAINTAIN A ROAD AT LESSEE'S EXPENSE; (B) A NON-EXCLUSIVE EASEMENT ON AND THROUGH THAT PORTION OF THE LESSOR PROPERTY CONSISTING OF THE DISTRIBUTION EASEMENT (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.

5. 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 ACCESS EASEMENT, DISTRIBUTION EASEMENT AND UTILITY EASEMENT 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 ACCESS EASEMENT, DISTRIBUTION EASEMENT AND UTILITY EASEMENT. THE FACILITY IS AND SHALL REMAIN PERSONAL PROPERTY 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; AND THE REBATES AVAILABLE THROUGH UTILITY PROGRAMS SHALL INURE TO THE EXCLUSIVE BENEFIT OF LESSEE.

6. 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.

7. CONTINUING NATURE OF OBLIGATIONS. THE BURDENS OF THE EASEMENTS AND ALL OTHER RIGHTS GRANTED TO LESSEE IN THE LEASE RUN WITH AND AGAINST THE LEASE PREMISES AND THE LESSOR PROPERTY AND ARE A CHARGE AND BURDEN ON THE LEASE PREMISES AND THE LESSOR PROPERTY AND ARE BINDING UPON AND AGAINST LESSOR AND ITS SUCCESSORS, ASSIGNS, PERMITTEES, LICENSEES, LESSEES, EMPLOYEES AND AGENTS. THE LEASE PREMISES, INCLUDING THE EASEMENTS AND ALL OTHER RIGHTS GRANTED TO LESSEE IN THE LEASE, INURE TO THE BENEFIT OF LESSEE AND ITS SUCCESSORS, ASSIGNS, PERMITTEES, LICENSEES AND LESSEES. ANY SALE OR CONVEYANCE OF THE LESSOR PROPERTY OR LESSOR IMPROVEMENTS IS SUBJECT TO THE LEASEHOLD AND EASEMENT INTERESTS OF LESSEE IN THE LEASE.


8. 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.

9. 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.

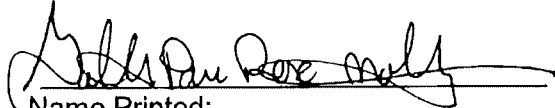
**LESSEE:**        **US SOLAR DEVELOPMENT LLC,**  
a Delaware limited liability company

By:   
Name: Reed Richardson  
Title:        Authorized Signatory

STATE OF MINNESOTA

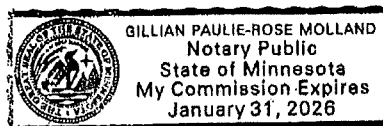
COUNTY OF Hennepin

This instrument was acknowledged before me on March 12, 2025 by Reed Richardson, the Authorized Signatory of US Solar Development LLC, a Delaware limited liability company, on behalf of the company.

  
Name Printed:

Gillian Paulie Rose  
Molland

(SEAL)



[Signature Page]

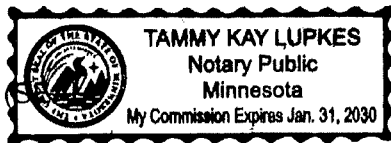
Lessor: Jean M. Greenwaldt, a single person.

By: Jean M. Greenwaldt  
Name: Jean M. Greenwaldt

STATE OF Minnesota  
COUNTY OF Wadena

The foregoing instrument was acknowledged before me on this 11<sup>th</sup> day of February, 2025 by Jean M. Greenwaldt, a single person.

Jean M. Greenwaldt  
Name Printed:



THIS INSTRUMENT DRAFTED BY:

Bruce A. Bedwell, Esq.  
United States Solar Corporation  
Washington Ave N., Suite 350  
Minneapolis, MN 55401  
612.260.2230

Swo/n/affirmed before me this  
11<sup>th</sup> day of February, 2025

Tammy Kay Lupkes  
Signature of Notary Public

My commission expires 1-31-2030

[Signature Page]

EXHIBIT A TO  
MEMORANDUM OF LEASE AND SOLAR EASEMENT

Lessor Property, Lease Premises, Access Easement, Distribution Easement, Utility  
Easement and Laydown Area

1. Lessor Property: One tract(s) in Todd County, Minnesota described as follows:

Property ID: 28-0001100

Deeded Acreage: 120.00

Legal Description:

The East Half of the Southwest Quarter (E1/2 SW1/4) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Two (2), Township One Hundred Thirty-One (131) North, Range Thirty-Five (35) West of the 5<sup>th</sup> P.M.

Lessor gives Lessee permission to input the full legal description for the Lessor Property after the Effective Date.

2. Lease Premises: Up to 60 acres of the one tract comprising the Lessor Property as described above. Approximate depiction of the Lease Premises (orange) is shown below. Precise legal description of the Lease Premises to be added following Effective Date pursuant to Section 2.4 of the Agreement.

3. Access Easement: Approximate depiction of the Access Easement (green) is shown below. Precise legal description of the Access Easement to be added following Effective Date pursuant to Section 2.4 of the Agreement.

4. Distribution Easement: Approximate depiction of the Distribution Easement (red) is shown below. Precise legal description of the Distribution Easement to be added following Effective Date pursuant to Section 2.4 of the Agreement.

5. Utility Easement: Approximate depiction of the Utility Easement (blue) is shown below. Precise legal description of the Utility Easement to be added following Effective Date pursuant to Section 2.4 of the Agreement.

6. Laydown Area. N/A



EXHIBIT A CONT.

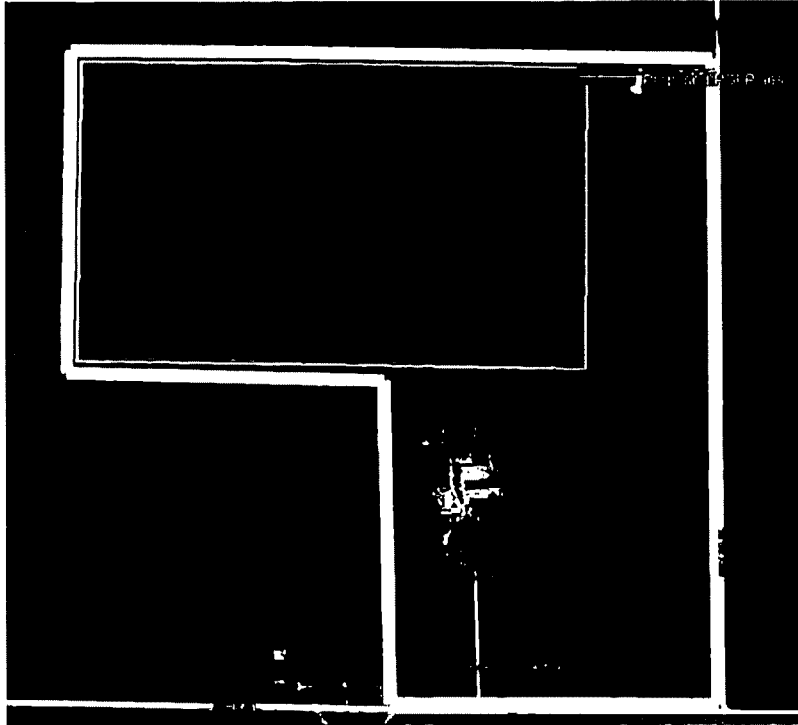


EXHIBIT B TO  
MEMORANDUM OF LEASE AND SOLAR EASEMENT

Description of Solar Premises

1. Solar Premises.

Same as Lease Premises as described above in Exhibit A.



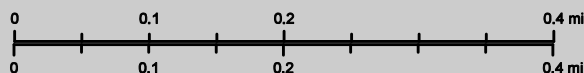
Todd County

MINNESOTA



Todd County GIS  
215 1st Ave S, Ste 102  
Long Prairie, MN 56347  
(Office) 320-732-4248

### GIS Site Map



The Todd County GIS & Land Services Department has made every effort to provide the most accurate and up-to-date information available in this publication and cannot be held responsible for any unforeseen errors or omissions. If the recipient wishes to locate parcel corners and property lines, employ the services of a Registered Land Surveyor.

Printed on:  
Thursday, November 20, 2025