

(Top 3 inches reserved for recording data)

**AGREEMENT TO
SECURE THE DECOMMISSIONING AND REMOVAL
OF A SOLAR FARM**

THIS AGREEMENT ("Agreement") is entered into this 5th day of August, 2019, by and between Chub Garden LLC, a limited liability company under the laws of the state of Minnesota, and its successors and assigns (hereinafter "Developer"); John Peter Fink (the "Property Owner"); and the City of Northfield, a municipal corporation under the laws of the state of Minnesota (hereinafter "City"); (collectively the "parties").

WITNESSETH

WHEREAS, Developer received approval to construct a 1MW Community Solar Garden (the "project" or "improvements") pursuant to a Conditional Use Permit ("CUP") approved by the City of Northfield City Council on March 25, 2019, upon that certain real property legally described therein (the "Property"), and which was recorded in the office of the Dakota County Recorder on March 27, 2019 as Document Number 3298120, which is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, one of the conditions of approval of the CUP as required by City of Northfield City Code ("Code"), section 2.9.5 (P) provides as follows:

"Abandonment. If a commercial solar farm or community solar garden remains nonfunctional or inoperative for a continuous period longer than one year, and is thereafter not brought into operation within the time specified by the city, the system shall be presumed to be abandoned and shall constitute a public nuisance. The owner of the real property on which the commercial solar farm or community solar garden is located shall remove the abandoned system at the owner's expense after a demolition permit has been obtained from the city. Removal of the commercial solar farm or community solar garden shall include removal of all modules and racking equipment and all structures erected in connection with the system. As a condition for the city's issuance of a conditional use permit for a commercial solar farm or community solar garden with a nameplate capacity

greater than 100 kW AC, the applicant shall either (i) provide evidence to the City that an escrow or other financial guarantee has been or will be created to secure the payment of the solar energy system removal costs, or (ii) furnish to the city a financial guarantee, in one of the forms listed in Section 3.10.4(E)(4), in the amount of the solar energy system removal costs, which financial guarantee must remain in full force and effect until removal of the commercial solar farm or community solar garden has been completed in accordance with the requirements of this section.”

; and

WHEREAS, the Developer entered into a ground lease with the Property Owner, John Peter Fink, on April 17, 2019 (the “Lease”) to allow for construction and operation of the project on the Property and a memorandum of lease of even date has been recorded in the Office of the County Recorder in and for Dakota County, Minnesota as Document No. 3309135; and

WHEREAS, the Developer’s Decommission and Removal Plan (the “Plan”) is attached hereto and incorporated herein by reference as Exhibit “B”.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and in the exhibits to this Agreement and in compliance with the conditions of the CUP and Code, the parties hereto agree as follows:

1. Developer’s Performance Security. As security to guarantee the timely decommissioning, removal of Developer’s improvements and restoration of the Property to its pre-development condition, Developer hereby will provide a performance bond commensurate with Developer’s execution of this Agreement, in an the sum of Thirty-five Thousand and No/100ths Dollars (\$35,000.00) (the “security”). The performance bond form and terms and conditions contained therein shall be acceptable to the City throughout the life of this Agreement and shall provide that the City may draw down the security for any violation of the terms of this Agreement or if the security is allowed to lapse. The performance bond form shall be in substantially the form provided in Exhibit “C”. The City may draw down the security, following notice to Developer, by presenting the bank/escrow agent/surety/bond holder with a written demand or an affidavit signed by the city administrator or the city administrator's designee attesting to the City's right to draw down and receive funds under the security. If the required removal and restoration work is not timely completed as provided herein to the satisfaction of the City, the City may draw the security down. If the security is drawn down, the proceeds shall be used to cure the default. The security required herein shall remain in effect until such time as this Agreement is released in writing by the City. Failure to maintain the security for the life of this Agreement until the same is released by the City in writing shall be grounds for immediate revocation of the CUP and required removal and restoration of the Property as required herein.

2. Developer's Decommissioning Requirements.

- a. Developer, at its sole cost and expense, shall decommission the project on the Property in the event of discontinuance of operation of the project for a period of one year or more, abandonment of the project, or revocation of the CUP by the City.
 - b. All decommissioning activities of the Developer shall comply with the City Code, as the same may be amended from time to time, this Agreement, and the Plan.
 - c. Developer's decommissioning activities shall include, but are not limited to the following, the removal and proper disposal of all Developer's improvements, structures, appurtenances, and equipment on the Property, the removal and proper disposal of all footing and foundations on the Property, and the repair and restoration of the Property to its pre-development condition, normal wear and tear excepted.
 - d. Restoration shall include land use/cover equal to the actual land use/cover types that existed on the Property prior to the onset of project construction and project operations on the Property. Topsoil shall be redistributed in a manner which minimizes compacting and prevents erosion. Topsoil shall be uniformly redistributed except where uniform redistribution is undesirable or impractical. Topsoil redistribution may not be performed during or immediately after a precipitation event until the soils have sufficiently dried. Vegetation shall be restored by appropriate seeding of grasses or planting of shrubs or trees in all parts of such Property.
 - e. On-site inspections by the City or its agent shall be required upon completion of the above restoration activities. Restoration shall be completed to the City's satisfaction based upon the above criteria and Developer's obligation shall not be satisfied until the City issues a written certificate of compliance/release.
 - f. In the event of conflict or inconsistency between the terms and conditions of the Code, this Agreement or the Plan, the Code shall govern followed by this Agreement and then the Plan.
 - g. Developer agrees to complete the removal of the improvements and equipment and return the Property to its original condition, as described in the Plan, in the time periods outlined in the Plan.
3. Release. With the proper and timely completion and removal of the improvements and equipment described in the Plan, in the time periods outlined in the Plan, the City agrees to execute a written release and return the security held to guarantee the satisfactory performance by Developer of the decommissioning requirements contained herein.
4. Failure of Developer to Perform/Remedies. In the event that Developer does not properly and timely perform any of its obligations under this Agreement to the reasonable satisfaction of the City, the same shall constitute default and a violation of City Code if not cured by the Developer within 20 days from date of the City's notice of default to the Developer. In the event of an uncured default, the City may, at its sole discretion, take one or more of the following actions:

- a. Remove, dispose of and/or store the improvements and restore the Property as provided herein drawing upon the security proceeds to reimburse the City for all costs incurred by the City.
 - b. Perform the removal and restoration work provided herein and invoice any cost of the same to Developer that exceeds the deposited security. Developer shall pay any costs incurred by the City not covered by the security in performing under this Agreement within 30 days of receipt of an invoice for the same from the City. In the event of failure by Developer to make timely payment, the same shall constitute a lien on the Property and the City may assess the unpaid charges to the Property for collection in like manner with property taxes upon such Property.
 - c. City may utilize any legal method to ensure compliance, including but not limited to, prosecution of the same as a misdemeanor City Code violation.
 - d. Notwithstanding the foregoing, the City has no obligation to take any actions of any kind or nature whatsoever to remove the improvements or restore the Property as provided herein, and the same shall be and remain the primary and ongoing responsibility and liability of the Developer and any subsequent Property owners during the term hereof until such obligation is released in writing by the City.
5. Hold Harmless/Indemnification. For the term hereof and for two (2) years thereafter, Developer and Developer's successors and assigns shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of Developer or Developer's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Agreement. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
6. Insurance. Developer agrees, that in order to protect itself and include the City under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force the following policies of insurances sufficient to cover the greater of the commercial general liability insurance with a limit of \$2,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate covering claims of loss or injury to persons or damage to property arising out of Developer's use and occupancy of the Property and the operations conducted thereon. At no time shall Developer's insurance be less than the City's maximum tort liability as provided in Minn. Stat. § 466.04, as amended. Nothing in this Agreement shall be construed to waive any immunities or limitations of liability to which the City is entitled under Minn. Stat. Chapter 466 or otherwise.
7. General Terms.

- a. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents hereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- b. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. Binding Effect and Recording. This Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties. This Agreement shall run with the land and shall be recorded by the Developer with the Dakota County Recorder's Office at the expense of the Developer within 30 days of full execution hereof, Developer shall file a copy of the recorded Agreement with the City Clerk of the City.
- d. Recitals. The foregoing recitals are made a part of this Agreement by reference.
- e. Notices. The parties' representatives for notification for all purposes are:

City:

City of Northfield

Attn: City Administrator

801 Washington St
Northfield, MN 55057

Phone: 507-645-3009

Email: ben.martig@ci.northfield.mn.us

Developer:

Chub Garden LLC

Attn: _____

818 West 46th Street

Suite 204

Minneapolis, MN 55419

Phone: _____

Email: _____

All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, and addressed to the other party to this Agreement, to the address set forth in this Agreement, or if to a party not a party

to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

- f. Assignment. This Agreement may not be assigned by any party without the prior written consent of the City.
- g. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of all parties hereto.
- h. No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and any other party hereto.
- i. Compliance with Laws. The parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the project, improvements, facilities, programs and staff for which each party is responsible.
- j. Governing Law. This Agreement shall be deemed to have been made and accepted in Dakota County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- k. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.*
- l. No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- m. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- n. Entire Contract. Subject to the CUP and City Code, these terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- o. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this

Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

- p. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of the Parties arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

[The remainder of this page was left blank intentionally.]

IN WITNESS WHEREOF, the parties have set their hands effective the date of the latest signatory hereto.

CITY OF NORTHFIELD, MINNESOTA

By: _____
Rhonda Pownell, Its Mayor

Date: _____

By: _____
Deb Little, Its City Clerk

Date: _____

COUNTY OF RICE)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2019, by Rhonda Pownell and Deb Little, respectively the Mayor and City Clerk, on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota.

Notary Public

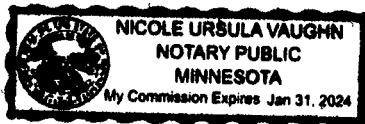
DEVELOPER: CHUB GARDEN LLC

By: [Signature] Date: 8/5/19
Anne Marie DeMont, Its Authorized Signatory

COUNTY OF Heenagin)
) ss.
STATE OF Minnesota)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on August 5, 2019, by Anne Marie DeMont, Its Authorized Signatory, on behalf of Chub Garden LLC, a limited liability company under the laws of the State of Minnesota.

Nicole W. Vaughn
Notary Public



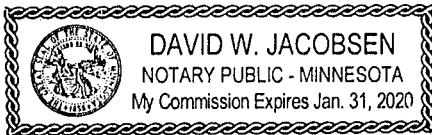
PROPERTY OWNER:

John Peter Fink
John Peter Fink

Date: 7-31-19

COUNTY OF RICE)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on July 31, 2019, by John Peter Fink.



David W. Jacobsen
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103-2122
651-225-8840

EXHIBIT A
Developer's Conditional Use Permit

Receipt# 598026
COND \$46.00
Return to:
SHARPLE
5972 NORTH 3RD W
PROVO UT 84604

3298120



Recorded on: 3/27/2019 2:00 PM
By: AS, Deputy

Office of the County Recorder
Dakota County, Minnesota
Amy A. Knecht, County Recorder

CITY OF NORTHFIELD, MINNESOTA
CITY COUNCIL RESOLUTION #2019-018
APPROVING A CONDITIONAL USE PERMIT FOR A 1MW COMMUNITY SOLAR GARDEN
IN THE A-S DISTRICT

WHEREAS, the applicant, Nokomis Energy LLC, seeks a Conditional Use Permit to allow a 1MW community solar garden on about five acres of land, legally described as the northeast quarter (NE 1/4) of the northwest quarter (NW1/4), section twenty-seven (27), township one hundred twelve (112), range twenty (20), Dakota County, Minnesota, which is zoned A-S Agricultural; and,

WHEREAS, all required notices regarding the public hearing were properly made; and

WHEREAS, the Planning Commission conducted a public hearing on January 17, 2019, and received public testimony regarding the proposed Conditional Use Permit; and,

WHEREAS, the Planning Commission found that the application meets the standards in the Land Development Code for conditional use; and,

WHEREAS, the Planning Commission has reviewed and recommended approval of the Conditional Use Permit; and,

WHEREAS, the City Council reviewed the requested Conditional Use Permit and Planning Commission recommendation and conditions for the requested Conditional Use Permit at its meeting of January 17, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

1. The Planning Commission's findings from its January 17, 2019, meeting, which are attached hereto and incorporated herein by reference as Exhibit A, are hereby adopted.
2. The Conditional Use Permit to allow a 1MW community solar garden in the A-S district is approved, subject to the following conditions:
 - a. Removal clause.
 - b. Addition of screening by the Developer on the west side (in addition to the proposed north and east sides).

PASSED by the City Council of the City of Northfield on this 19th day of February 2019.

ATTEST

City Clerk

Mayor

VOTE: A POWNELL N DELONG Y GRABAU Y NAKASIAN
Y NESS Y PETERSON WHITE A ZWEIFEL

**Exhibit A
Planning Commission Findings**

The site is currently located in the A-S Agricultural zoning district. The proposed project is allowed as a Conditional Use according to Table 2.7-1: Permitted Principal Uses. A CUP follows the Type 4 Review Procedure found in Section 5.4.7 of the LDC. When reviewing a CUP, the Planning Commission is to consider the following criteria:

- a) **The proposed use is allowed as a conditional use in the district for which it is proposed.**

A Community Solar Garden is allowed as a conditional use in the A-S zone district according to Table 2.7-1 of the LDC.

- b) **The conditional use will be in accordance with the general objectives, or with any specific objective, of the city's comprehensive plan and this LDC.**

The conditional use is in compliance with the Comprehensive Plan. Map 4.3 Conservation and Development designates the project area for Managed Growth, which are areas that are supportive of mixed-use development. The Comprehensive Plan context zone designation for this site is District, which is a special use area composed of large business or industrial structures. District states that no change in character is anticipated in these areas with respect to future development.

Environmental Resources Strategy 10 indicates the City will remain responsive to issues of climate change and will act to reduce Northfield's contribution to climate change. Specifically, ER 10.3 is to "promote the reduction of greenhouse gas emissions at residential, industrial and commercial scales".

The proposal meets the Site Development Standards for the Agricultural Zone District as defined in Article 3 of the LDC and the Use Specific Standards found in Article 2.

- c) **The conditional use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area.**

The Chub Garden project is harmonious and appropriate with the general vicinity. The construction period for the CSG is typically three months. Geotechnical reports will be used to design the racking system. Piles will be driven, underground electrical will start, as well as fencing. Work will continue with modules mounted and switchgear placed. The construction period will close with energization inspections and generator testing. The CSG will utilize existing Xcel overhead distribution lines and poles. The system will connect to the NOF071 feeder line for the Northfield Substation. Ongoing operation and maintenance would consist of 2-4 visits a year from an electrician, as well as a groundskeeper to ensure the system is operating safely and the landscaping is properly maintained. The cover crop inside the footprint of the system will be a combination of low growth native crops and a seed mix that promotes pollinator friendly habitats and maintains neighborhood harmony.

- d) **The conditional use will not be hazardous or reasonably disturbing to existing or future uses.**

The land is currently in agricultural land use. The Project will have a positive impact on the soil because it will be re-vegetated with low-growing species, providing better quality habitat and soil-building conditions. A reversion to the agricultural land use or a change to another land use can occur after the Project is removed at the end of the Project's useful life. The Project is not anticipated to preclude current or planned

land use on any adjacent parcel. A National Pollutant Discharge Elimination System permit application to discharge stormwater from construction will be acquired from the Minnesota Pollution Control Agency. Best Management Practices will be used during construction and operation of the Project to protect topsoil and adjacent resources and to minimize soil erosion, whether the erosion is caused by water or wind. A Stormwater Pollution Prevention Plan will be developed for the Project. This project utilizes silicon based solar panels which have an anti-glare coating. There are no moving parts nor hazardous materials in the system, and no noise other than typical transformer humming would be present onsite. The system will be enclosed within a 6-foot-tall agricultural fence to minimize the visual impact and restrict access to the system from unqualified personnel. A landscaped buffer will be installed along road ROWs.

- e) **The conditional use will be served adequately by essential public facilities and services such as streets, police and fire protection, drainage structures, refuse disposal, water and sewer.**

The property is served by public utilities adequate for the proposed use. Limited essential public services (police and fire protection) will be necessary for construction and operation of the Project.

- f) **The benefits of the conditional use outweigh the potential negative effects of the surrounding community.**

No significant negative effects are anticipated from this project on the surrounding community. CGS are energy systems within communities, which accelerate the adoption of local, clean power. Through community solar, individuals, businesses and municipalities can choose solar as their energy resource, an option that has not existed until now and benefit from the low cost, improved infrastructure and local economic development.

- g) **The conditional use will not create excessive additional requirements at public cost for public facilities and services.**

No additional public costs for public facilities and services are anticipated at this time. Limited essential public services (police and fire protection) will be necessary for construction and operation of the Project.

- h) **The conditional use will not involve uses, activities, processes, materials, equipment and conditions or operations that will be detrimental to any persons, property or the general welfare by reason of excessive traffic, noise, smoke, fumes, glare, or odors.**

During construction, noise will be emitted by the construction vehicles and equipment. The amount of noise will vary based on what type of construction is occurring on a given day. These noise impacts will be temporary. During the construction phase, temporary impacts are anticipated on some public roads within the vicinity of the Project, primarily through additional traffic and slow-moving construction vehicles. To limit reflection, solar PV panels are constructed of dark, light-absorbing materials and covered with an anti-reflective coating. Today's panels reflect as little as two percent of the incoming sunlight depending on the angle of the sun.

- i) **The conditional use will not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance as may be established in the comprehensive plan or other city plans related to natural, scenic, or historic features**

Not applicable to this site.

-
- j) **The traffic and parking generated by the use will not lower the Levels of Services as described in the comprehensive plan update of intersections within a quarter mile of the site.**

Once constructed, traffic to the site will be limited to period inspection and maintenance. There will be little or no impact on the level of service for intersections within a quarter mile of the site. Traffic during construction is estimated to be 25-35 trucks daily. Traffic will include pickup trucks, semi-trailers for delivery of equipment, and other machinery. It is unexpected to use any overweight or oversized loads during the construction.

- k) **In residential districts - Not applicable to this site.**

- l) **In the Perimeter Transition Area (PTA) - Not applicable to this site.**

- m) **Impacts such as noise, hours of activity, and outdoor lighting have been addressed to mitigate negative impacts on nearby uses.**

There will be no negative impacts to nearby uses. The site will not be permanently lit nor have regular operation hours. Construction is targeted for the late spring of 2019 and proposed working times would be between the hours of 8pm-5pm. These hours are flexible and they intend to work with the community to control noise and disturbance. Pile driving and the buzz of generators may be heard, but are temporary. There are no exterior lights.

- n) **Parking is adequately provided for the proposed conditional use.**

No designated parking area is planned. Personnel would be on site infrequently when maintenance is required. Maintenance typically includes personnel on site with a truck and spare parts.



CITY OF NORTHFIELD


TRANSCRIPT OF PROCEEDINGS


**I, the undersigned, being the duly qualified and acting City Clerk
of the City of Northfield, Minnesota, hereby certify as follows:**

1. The attached copy of:

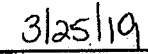
**CITY OF NORTHFIELD, MINNESOTA, CITY COUNCIL
RESOLUTION 2019-018 – APPROVING A CONDITIONAL USE
PERMIT FOR A 1MW COMMUNITY SOLAR GARDEN IN THE A-S
DISTRICT**

**Is a true and exact copy of the original on file in the City Clerk's
office.**





City Clerk



Date

EXHIBIT B
Developer's Decommissioning and Removal Plan

CHUB GARDEN LLC- DECOMMISSIONINGPLAN

A. Timeline

The decommissioning will occur at the end of the photovoltaic system's useful life or when the system has not been in use for twelve (12) consecutive months. Decommissioning is estimated to take two to three weeks to complete and the decommissioning crew will ensure that all equipment is recycled or disposed of properly.

B. Financial Resource Plan

The developer is to provide \$35,000 per MW. The Developer will provide escrow deposit prior to submitting for construction permits. This is estimated for June 2019.

C. Shutdown/Disconnection

Shut down system at all disconnect points (disconnect switch within fence and disconnect at switch gear).

NOTE: Per contract, utility has the ability to disconnect solar array from the utility's power grid for emergency purposes.

D. Removal and Disposal of Site Components

The removal and disposal details of the site components are found below. All removal and disposal of equipment shall meet the requirements of the Dakota County's solid waste requirements.

- **Modules:** Modules inspected for physical damage, tested for functionality, and removed from racking. Functioning modules packed and stored for reuse (functioning modules may produce power for another 25 years or more). Non-functioning modules packed and palletized and sent to the manufacturer or a third party for recycling.
- **Racking:** Racking uninstalled, sorted, and sent to metal recycling facility.
- **Poles:** Steel poles removed and sent to a recycling facility. Holes backfilled.
- **Wire:** All wire sent to facility for proper disposal and recycling.
- **Conduit:** Above-ground conduit disassembled onsite and sent to recycling facility.
- **Junction boxes, combiner boxes, external disconnect boxes, etc.:** Sent to electronics recycler.
- **Inverter(s):** Sent to manufacturer and/ or electronics recycler. Functioning parts can be reused.
- **Concrete pad(s):** Sent to concrete recycler.

- **Fence:** Sent to metal recycling facility.
- **Computers, monitors, hard drives, and other components:** Sent to electronics recycler. Functioning parts can be reused.

E. Restoration/Reclamation of Site

After all equipment is removed the site will be restored to its pre-installation status. Holes created by poles, concrete pads, and other equipment will be filled in with soil to existing conditions and seeded. This will include the re-vegetation of the site.

EXHIBIT C
Performance Bond Form
ANNUAL PERFORMANCE BOND

Bond Number:

KNOW ALL BY THESE PRESENTS, That we, Chub Garden LLC, a limited liability company under the laws of the State of Minnesota, whose address is 818 West 46th Street, Suite 204, Minneapolis, MN 55419, as Principal, (hereinafter called the "Principal"), and _____, a _____ corporation, whose address is _____, and certified by the Minnesota Commissioner of Commerce and authorized to act as a surety as provided in Minn. Stat. §§ 60A.23, subd. 5 and 574.15, (hereinafter called the "Surety") are held and firmly bound unto the City of Northfield, Minnesota, as Obligee, in the amount of Thirty-Five Thousand and No/100ths Dollars (\$35,000.00), lawful money of the United States of America, for which payment well and truly to be made to Obligee, we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee entitled "Agreement to Secure the Decommissioning and Removal of a Solar Farm," to perform in accordance with the terms and conditions of the same (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof by reference.

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of _____ to _____. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
3. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
4. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Developers Surety and Indemnity Company
Indemnity
Company of
California 17771
Cowan, Suite 100
Irvine, California 92614 1-
800-782-1546 Attention:
Claims Department

5. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this day _____ day of _____, 2019

CHUB GARDEN LLC, PRINCIPAL

Address: _____

(CORPORATE SEAL)

By: _____

Its: _____

By: _____

Its: _____

(CORPORATE SEAL)

_____, SURETY

Address: _____

By: _____

Its: Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me, a Notary Public within and for said County and State, appeared _____ and _____ to me personally known, who, being each by me duly sworn, did say that they are the _____ and _____ of the company named in the foregoing instrument and that said instrument was signed on behalf of said company by authority of its Managers and said _____ and _____ acknowledged said instrument to be the free act and deed of said company.

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me a Notary Public within and for said County and State, appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is the Attorney in Fact of _____ (Surety), a _____ corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation and that said instrument was executed in behalf of said corporation by said _____ by authority of its Board of Directors and that said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public