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info@connexusenergy.com

Stephanie Hanson
Community Development Director
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Re: Zoning Amendment request Parcel ID 27-32-25-14-0003 from I1 – Light Industrial to CL Closed Landfill

Dear Mrs. Hanson:

Connexus Energy (Connexus) is requesting that Parcel ID 27-32-25-14-0003 be zoned CL Closed Landfill as this designation best reflects the property and permissible uses. This property is subject to the Landfill Cleanup Agreement, effective October 15, 1997, and filed with the Office of the Anoka County Recorder on March 11, 1998, as Document No. 1326786, to provide environmental response for the qualified facility known as the Anoka-Ramsey Closed Landfill. The current zoning classification is inaccurate as the property is not conducive for uses as defined in I1 – Light Industrial.

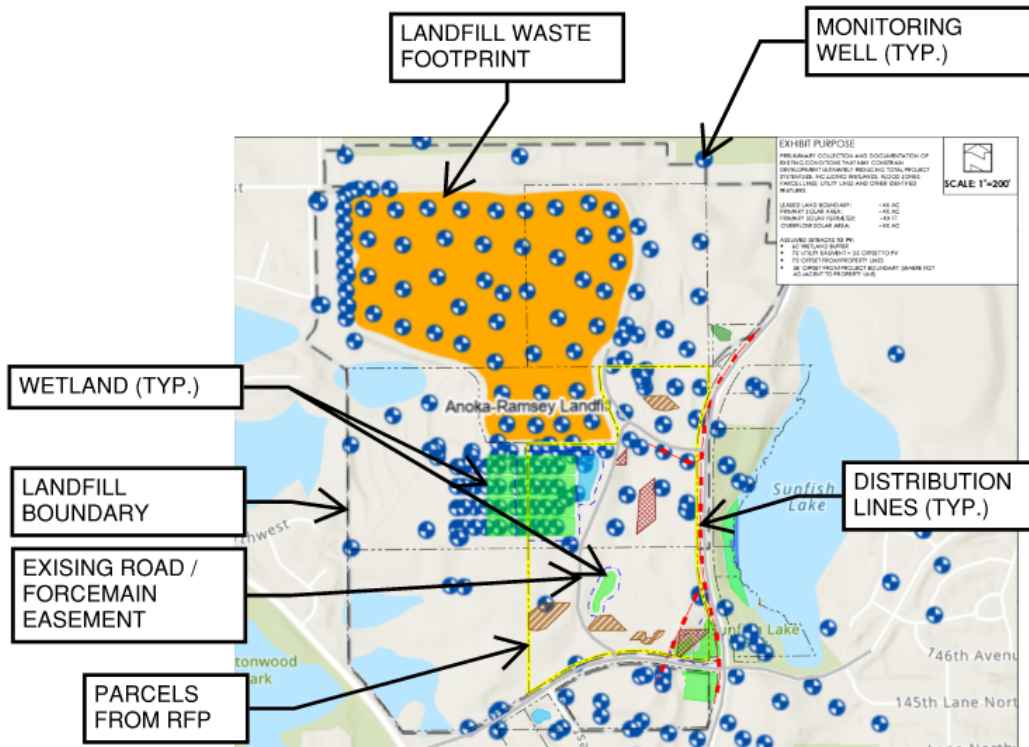
Connexus has an Option to Lease Agreement with the State of Minnesota, acting by and through its Commissioner of the Pollution Control Agency (MPCA). This agreement allows Connexus to construct and operate a renewable energy system on the property. The MPCA has determined that a renewable energy system is compatible with their environmental response action implementation, as specified in Minn. Stat §115B.17, subd. 16(c), under the Landfill Cleanup Program, Minn Stat. § 115B.39-115B.445, and assists the MPCA with carrying out the Landfill Cleanup Program responsibilities and obligations regarding the operation and maintenance of the property including mowing, snowplowing, litter removal and site monitoring.

This Zoning Amendment request is being made under the plans for Connexus to develop a solar energy generation system on the property. The MPCA was granted authority under Laws of Minnesota 2021, 1st Spec. Sess. Chapter 4, article 1, section 2, subd. 10, to take actions and execute agreements to facilitate the beneficial reuse of the Anoka-Ramsey Landfill and, specifically, to install a solar energy generating system.

As part of this submission, we have included a site plan. This site plan works around the existing force main, the berm just north of Sunwood Drive and the tree line just west of Ramsey Blvd. As part of the agreement, the solar generating system will be designed in a manner that will allow for future monitoring wells to be installed in between the rows of solar as deemed necessary by the MPCA.

This parcel includes infrastructure for monitoring the property as a closed landfill. Figure 1 below provides an overview of the site, and specifically identifies the monitoring wells.

Figure 1



SOURCE: Minnesota Pollution Control Agency, Closed Landfill Arc GIS Map Viewer

<https://www.arcgis.com/home/webmap/viewer.html?url=https%3A%2F%2Fpca-gis02.pca.state.mn.us%2Farcgis%2Frest%2Fservices%2Fagol%2Fclosedlandfills%2FMapServer&source=sd>

The CL Closed Landfill zoning designation would allow for future monitoring wells and a solar generating system as an acceptable use.

Sincerely,

Brian Burandt
 VP Power Supply & Business Development
 763.323.2785
Brian.burandt@connexusenergy.com

Enclosure

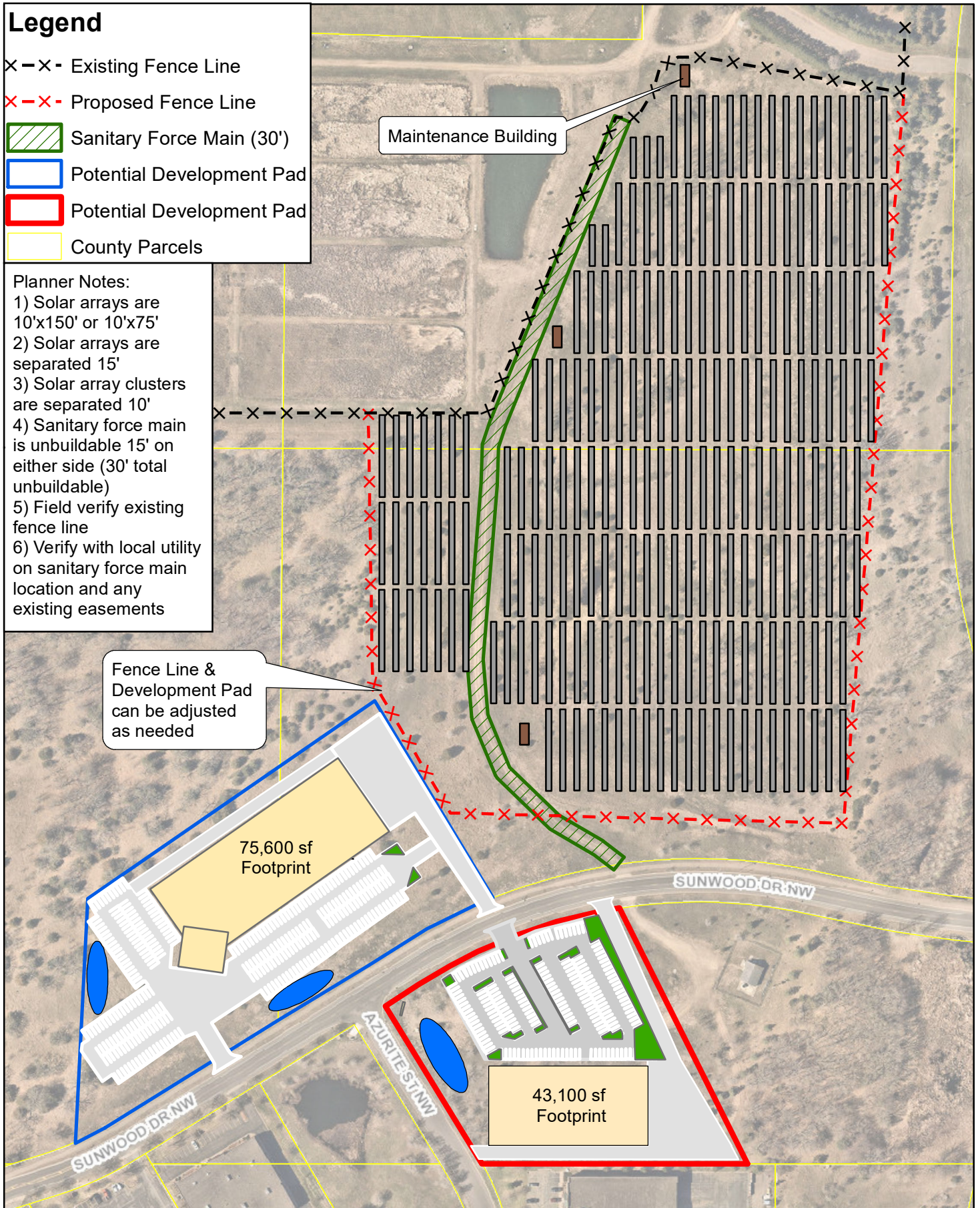
Connexus Energy Solar Array Conceptual Site Plan With Development Pads

Legend

- X - X - Existing Fence Line
- X - X - Proposed Fence Line
-  Sanitary Force Main (30')
-  Potential Development Pad
-  Potential Development Pad
-  County Parcels

Planner Notes:

- 1) Solar arrays are 10'x150' or 10'x75'
- 2) Solar arrays are separated 15'
- 3) Solar array clusters are separated 10'
- 4) Sanitary force main is unbuildable 15' on either side (30' total unbuildable)
- 5) Field verify existing fence line
- 6) Verify with local utility on sanitary force main location and any existing easements



1 inch = 235 feet

STATE OF MINNESOTA
POLLUTION CONTROL AGENCY
OPTION TO LEASE AGREEMENT
ANOKA RAMSEY CLOSED LANDFILL

THIS OPTION TO LEASE AGREEMENT ("**Option to Lease Agreement**"), executed in duplicate, is by and between the State of Minnesota, acting by and through its Commissioner of the Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155 ("**LESSOR**" or "**MPCA**" or "**Commissioner**"), and Connexus Energy, 14601 Ramsey Blvd., Ramsey, MN 55303, a Minnesota cooperative corporation ("**LESSEE**" or "**CO-OP**").

RECITALS

WHEREAS, MPCA is the fee owner of certain real property situated in the County of Anoka, State of Minnesota and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein (the "Property");

WHEREAS, the Property is subject to a Landfill Cleanup Agreement, effective October 15, 1997, and filed with the Office of the Anoka County Recorder on March 11, 1998, as Document No. 1326786, to provide environmental response for the qualified facility known as the Anoka-Ramsey Landfill (SW-94) or the Anoka-Ramsey Closed Landfill ("Anoka-Ramsey Landfill");

WHEREAS, LESSOR desires to lease to LESSEE and LESSEE desires to lease from LESSOR a portion of the Property consisting of a still to be determined number of developable acres for

use, estimated to be seven (7) acres of a thirty (30.29) acre parcel ID 27-32-25-11-0004 and sixteen (16) acres of a thirty-five (34.67) acre parcel ID 27-32-25-14-0003 (the "Leased Premises");

WHEREAS, the Leased Premises are subject to the Landfill Cleanup Agreement;

WHEREAS, the Commissioner has determined that this Option to Lease Agreement is compatible with environmental response action implementation, as specified in Minn. Stat. § 115B.17, subd. 16(c), under the Landfill Cleanup Program, Minn. Stat. § 115B.39-115B.445, and assists the Commissioner with carrying out the Commissioner's Landfill Cleanup Program responsibilities and obligations regarding the operation and maintenance of the Leased Premises including building repair and maintenance, mowing, snowplowing, litter removal, and site monitoring;

WHEREAS, the Commissioner was granted authority under Laws of Minnesota 2021, 1st Spec. Sess. chapter 4, article 1, section 2, subd. 10, to take actions and execute agreements to facilitate the beneficial reuse of the Anoka-Ramsey Landfill and, specifically, to install a solar energy generating system as part of a pilot project there.

WHEREAS, LESSEE desires to utilize the Leased Premises to construct and operate renewable energy facilities (the "Facilities") on the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby grants to Lessee an exclusive option to lease the Leased Premises, subject to the terms and conditions contained in this Option to Lease Agreement.

1. OPTION TERM AND OPTION PAYMENT

1.01 The lease option period commences on the Effective Date and continues for a period of twelve (12) months (the "Option Period"). For the sum of One Hundred and No/100 Dollars (\$100.00) (the "Option Payment"), as nonrefundable option consideration which shall be paid by LESSEE to LESSOR within ten (10) days of the Effective Date, LESSOR and LESSEE agree to the terms set forth in this Agreement.

2. NOTICE REQUIRED TO EXERCISE OPTION

2.01 At any time during the Option Period, LESSEE may exercise its option by delivering notice to LESSOR pursuant to Section 11 below.

3. LEASE TERMS

3.01 Prior to the expiration of the Option Period, LESSOR shall deliver a ground lease agreement incorporating the terms of this Agreement and other commercially reasonable lease terms (the "Ground Lease Agreement") for the Leased Premises for review and full execution by LESSOR and LESSEE.

3.01 Prior to the expiration of the Option Period, LESSEE shall prepare a legal description and survey of the Leased Premises, at its own expense. This legal description and survey shall be incorporated into the Ground Lease Agreement. The final area to be leased by LESSEE will be determined as a surveyed parcel and site plan to be agreed upon by LESSOR and LESSEE

3.02 LESSEE shall agree to pay to LESSOR an annual rental payment beginning at eight hundred seventy-four dollars (\$874) per acre per year with one and half percent

(1.5%) annual increases, for an initial term of thirty (30) years with two (2) five (5) year renewal options.

3.03 In addition to other commercially reasonable lease terms, the Ground Lease Agreement may require LESSEE to:

- a) Plant and maintain pollinator habitat;
- b) Recycle or otherwise properly dispose of solar equipment at end of project;
- c) Work cooperatively in public outreach; and
- d) Install solar equipment on top of landfill cover when appropriate.

4. DISCLOSURE RELATING TO CLOSED LANDFILL ADJACENCY

4.01 The CO-OP understands that the Leased Premises is located on land adjacent to a closed landfill containing mixed municipal solid waste and demolition waste for which the MPCA has entered into a Landfill Cleanup Agreement under the provisions of Minn. Stat. §§ 115B.39-115B.445, that the Leased Premises is subject to the Landfill Cleanup Agreement, and that the parcel of land containing the Leased Premises is being used for environmental response action. The CO-OP understands that the MPCA may take environmental response action on or related to the land on which the Leased Premises is located and that such action may affect this Option to Lease Agreement. The CO-OP waives any claims or causes of action, known and unknown, for personal injury or property damage which the CO-OP may now or hereafter have which are caused by or in any way related to the existence of the closed landfill.

5. DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Option to Lease Agreement by the CO-OP:

5.01 If the CO-OP shall fail to perform or comply with any of the conditions of this Option to Lease Agreement and if the nonperformance shall continue for a period of 10 days after notice of nonperformance given by the MPCA to the CO-OP, or if the performance cannot be reasonably had within the 10 day period, the CO-OP shall not in good faith have commenced performance within the 10 day period and thereafter diligently proceeded to completion of performance.

5.02 If this Option to Lease Agreement shall be transferred to or shall pass to or devolve on any other person or party, except in the manner permitted in this Lease Agreement.

6. TERMINATION

6.01 This Option to Lease Agreement may be terminated by the MPCA for default or breach or any reason at any time upon giving sixty (60) days written notice of such termination to the CO-OP.

6.02 The CO-OP may terminate this Option to Lease Agreement for any reason at any time upon giving sixty (60) days written notice of such termination to the MPCA.

6.03 If terminated, LESSEE shall lose entitlement to any refund of the Option Payment.

7. WAIVERS

7.01 A waiver by either party of any breach of any term, condition, or provision herein contained shall not be deemed a waiver of any subsequent breach of such term,

condition, or provision, or any other term, condition, or provision contained herein.

8. GOVERNING LAW AND VENUE

8.01 It is agreed that this Option to Lease Agreement shall be governed by, construed by, and enforced in accordance with the laws of the State of Minnesota without regard to its choice-of-law provisions. Venue for all legal proceedings arising out of this Option to Lease Agreement, or its breach, must be in the appropriate state court with competent jurisdiction.

9. ENTIRE AGREEMENT

9.01 This Option to Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Option to Lease Agreement shall not be binding upon either party except to the extent incorporated in this Option to Lease Agreement.

10. MODIFICATION OF AGREEMENT

10.01 Any modification of this Option to Lease Agreement or additional obligation assumed by either party in connection with this Option to Lease Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

11. NOTICES

11.01 All notices, demands, or other writings in this Option to Lease Agreement shall be addressed as follows:

TO MPCA: Minnesota Pollution Control Agency
Closed Landfill Program

520 Lafayette Road North St. Paul, MN
55155-4194

TO CO-OP: Connexus Energy
 14601 Ramsey Blvd.
 Ramsey, MN 55303

11.02 The address to which any notice, demand, or other writing shall be sent may be changed by written notice given to the other party.

11.03 Any notice required or permitted to be given under this Agreement shall be given in writing and shall be sent to the address of the party as listed in 11.01 above, as may be updated by either party upon written notice to the other party within five (5) days of any change. Notices shall be delivered by hand delivery, express courier, facsimile or electronic mail. Except as may otherwise be specified in this Agreement, all notices, requests, statements, and other communications shall be deemed to have been duly given on (a) the date of delivery if delivered by hand or by express courier, (b) the time stamp upon delivery if sent by electronic mail (provided, however, any notice timestamped after 5:00 p.m., Central Time, shall be deemed received on the next day), (c) date of receipt of a time-stamped legible copy thereof if sent by facsimile (provided, however, any notice timestamped after 5:00 p.m., Central Time, shall be deemed received on the next day), or (d) the earlier of the date set forth in clauses (a), (b) and (c) if delivery is made by more than one of such means.

12. TIME OF THE ESSENCE

12.01 It is specifically declared and agreed that time is of the essence in all provisions of this Option to Lease Agreement.

13. PARAGRAPH HEADINGS AND RECITALS

13.01 The titles to the paragraphs of this Option to Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

13.02 The Recitals are part of the Option to Lease Agreement and are incorporated herein by this reference.

14. BINDING EFFECT

14.01 This Option to Lease Agreement shall bind and inure to the benefit of the respective personal representatives, successors, and assigns of the parties.

15. EFFECTIVE DATE

15.01 The Effective Date shall be the date on which the last party signs this Option to Lease Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

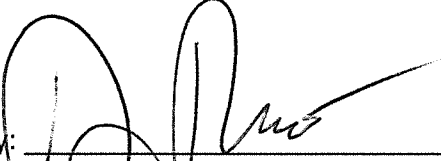
IN TESTIMONY WHEREOF, the parties have set their hands on the date(s) appearing beneath their signatures intending to be bound thereby.

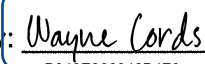
LESSEE:

LESSOR:

CONNEXUS ENERGY

STATE OF MINNESOTA
COMMISSIONER OF THE
POLLUTION CONTROL AGENCY

By:  _____

DocuSigned by:
By:  _____
B340E366942B4F6...

Name: Brian Burandt

Name: Wayne Cords

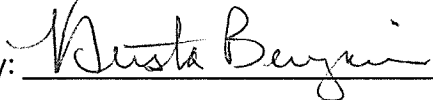
Title: VP, Power Supply & Business Development

Title: Operations Assistant Division Director

Date: 11/7/23

Date: November 8, 2023

ATTEST:

By:  _____

Name: Krista Benjamin

Title: Manager, Executive Services

Date: 11/7/2023

