

**AMENDMENT TO
AGREEMENT BETWEEN THE DEVELOPER
OF A SOLAR ENERGY FARM AND
THE COUNTY OF WRIGHT**

THIS AMENDMENT is entered into on August 31, 2018, between Wright County (hereinafter “County”) and Harlan R. Anderson and Mary J. Anderson, husband and wife, and WGL Solar Anderson, LLC (hereinafter collectively “Developer”).

WHEREAS, the County and the Developer entered into a Developer’s agreement on April 3, 2018 which was subsequently recorded on April 5, 2018 as document number A1367421;

WHEREAS, the interests of New Energy Equity, LLC a Maryland Limited Liability Company were transferred to WGL Solar Anderson, LLC, a Delaware limited liability company on August 31, 2018.

WHEREAS, the Solar Energy Farm Developer has now transferred its interest in the solar energy farm to a new entity and this new entity desires to place a cash deposit on file with Wright County in lieu of a letter of credit;

WHEREAS, the original Developer’s agreement stated all amendments shall be in writing;

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED, in consideration of each party’s promises and considerations herein set forth, as follows:

1. Paragraph 2(A) of the original agreement dated April 3, 2018 is amended to read as follows:
 - A. Developer will provide the County with an irrevocable letter of credit or cash deposit (or other surety as approved by the County Attorney) as security that the obligations of the Developer under this contract shall be performed. Said letter of credit, cash

deposit, or surety shall be in the amount of one hundred twenty-four thousand nine hundred thirty dollars (\$124,930.00.) Said letter of credit, cash deposit, or surety must meet the approval of the County Attorney as to form and issuing bank (the issuing bank must be an FDIC/NCUA insured bank), and must be available in its entirety to fulfill the obligations of the Developer under this Agreement. Any letter of credit to the County shall contain language requiring its automatic renewal prior to December 31 of each calendar year, unless the County specifically approves cancellation of the letter of credit in writing.

In the event the Developer or its successors in interest provides the County with a cash deposit, the County agrees it will credit interest to the cash deposit on a monthly basis. The interest will be calculated at the current bank rate obtained by Wright County.


2. This amendment shall be recorded and run with the property. The legal description for the property is as stated in exhibit A.
3. All other provisions of the original agreement remain unchanged and in full effect and are incorporated herein as necessary.

IN WITNESS WHEREOF, the County and the Developer have caused this amendment to be duly executed on the day and year first above written.

DEVELOPER

Harlan R. Anderson

Mary J. Anderson



WGL Solar Anderson, LLC
By: Tim Haines
Its: Vice President

COUNTY OF WRIGHT

Mark Daleiden, County Board Chair

Lee Kelly, County Coordinator

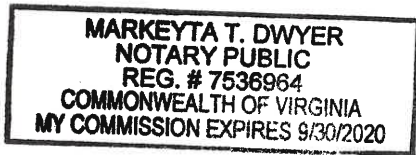
STATE OF MINNESOTA)
) ss.
COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Harlan R. Anderson and Mary J. Anderson, husband and wife.

Notary Public

STATE OF Virginia)
) ss.
COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me this 06 day of September, 2018, by Tim Haines of WGL Solar Anderson, LLC, Its Vice President.



Markeyta Dwyer

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Mark Daleiden, Chair of the County Board, and Lee Kelly, County Coordinator on behalf of Wright County, State of Minnesota and pursuant to the authority of the County Board.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Greg T. Kryzer
Assistant Wright County Attorney
10 – 2nd Street N.W., Room 400
Buffalo, MN 55313

EXHIBIT A

**LEGAL DESCRIPTION OF
PROPERTY**

West Half of Southwest Quarter, Section 28, Township 119, Range 28, Wright County, Minnesota, excepting therefrom the following described tract: Commencing at a point at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 28, Township 119, Range 28; thence North 149 ½ feet; thence West 100 feet; thence South 149 ½ feet; thence East 100 feet to the point of beginning, also except part shown as Parcel 19 on Minnesota Department of Transportation Right-of-Way Plat No. 86-21, Wright County, Minnesota.
(Cokato Twp.) Tax #205-000-283300