



2021002504

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL

RECORDED: 2/26/2021 10:50 AM
REC FEE: 75.00

STATE OF ILLINOIS)
COUNTY OF DEKALB) SS
CITY OF DEKALB)

PAGES: 29

CERTIFICATION

I, **RUTH A. SCOTT**, am the duly qualified and appointed Executive Assistant of the City of DeKalb, DeKalb County, Illinois, as authorized by Local Ordinance 2019-059, and as such Executive Assistant, I maintain and am safe-keeper of the records and files of the Mayor and City Council of said City.

I do hereby certify that the attached hereto is a true and correct copy of:

ORDINANCE 2021-007

APPROVING A ZONING MAP AMENDMENT FROM THE "HI" DISTRICT TO THE "PD-I" DISTRICT AND AMENDING A DEVELOPMENT AGREEMENT – NORTH SIDE OF GURLER ROAD, EAST OF S. FIRST STREET (MIDLAND TRUST COMPANY – JAMES PLANEY).

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 22nd day of February 2021.

WITNESS my hand and the official seal of said City this 26th day of February 2021.

RUTH A. SCOTT, Executive Assistant



Prepared by and Return to:

City of DeKalb
City Manager's Office
Attention: Ruth A. Scott
164 E. Lincoln Highway
DeKalb, Illinois 60115

APPROVING A ZONING MAP AMENDMENT FROM THE "HI" DISTRICT TO THE "PD-I" DISTRICT AND AMENDING A DEVELOPMENT AGREEMENT – NORTH SIDE OF GURLER ROAD, EAST OF S. FIRST STREET, DEKALB, ILLINOIS (MIDLAND TRUST COMPANY – JAMES PLANEY).

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, Midland IRA, Inc., FBO James Planey, ROTH #1633257 (the "Owner") is the owner of approximately 36.34 contiguous acres of real property situated near the northeast intersection of South First Street and Gurler Road in the City, which is legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, on January 28, 2019, the City's corporate authorities duly approved the Sunvest Solar Planned Unit Development Agreement for the Property (the "Agreement") by passage of Ordinance 2019-002; and

WHEREAS, the Agreement provided for the rezoning of the Property from the "HI" Heavy Industrial District to the "PD-I" Planned Development Industrial District for a Community Solar Garden on Lots 1 & 2 of the Property that was contingent upon the Owner obtaining required approvals from the State of Illinois for the installation of the solar energy facilities by January 28, 2020; and

WHEREAS, on January 27, 2020, the City's corporate authorities duly approved an extension of the deadline for the conditional rezoning of the Property to January 28, 2021 by passage of Resolution 2020-012; and

WHEREAS, the Agreement further provided that if the Owner failed to give the City notice of obtaining the required approvals for the installation of the solar energy facilities within the time allowed by the Agreement, then the Agreement shall be subject to voiding by the City and the Property's zoning shall revert to the previously existing zoning classification; and

WHEREAS, the City and the Owner stipulate and agree that the Owner failed to obtain the required approvals for the installation of the solar energy facilities within the time allowed by the Agreement; and

WHEREAS, the City and the Owner desire to void the Agreement, waive the necessity of a due process hearing to void the Agreement, and to amend the Agreement to remove the time restriction for the State's approval of a solar energy generation facility and rezone the Property to allow for a planned industrial development, associated improvements, and all of the permitted, special, and accessory uses in the "HI" Heavy Industrial District, subject to the terms and conditions of the First Amendment to the Agreement, a copy of which is attached hereto and incorporated herein as Exhibit B (the "First Amendment"); and

WHEREAS, on February 16, 2021, upon providing due notice, the City and Owner conducted all required public hearings before the City's Planning and Zoning Commission to void the Agreement and rezone the Property to allow for a planned industrial development, associated improvements, and all of the permitted, special, and accessory uses in the "HI" Heavy Industrial

District; and

WHEREAS, the City's Planning and Zoning Commission recommended the approval of the First Amendment and the rezoning of the Property; and

WHEREAS, the City's corporate authorities adopt and incorporate by reference the findings of fact and recommendation of the City's Planning and Zoning Commission; and

WHEREAS, the City's corporate authorities find that the approval of the First Amendment and rezoning of the Property is in the City's best interests and promotes the public health, safety and welfare;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are true, correct, material, adopted and incorporated herein as Section 1 to this Ordinance.

SECTION 2: Agreement Voided. The City's corporate authorities hereby void the Agreement.

SECTION 3: Ordinance 2019-002 Repealed. The City's corporate authorities hereby repeal Ordinance 2019-002 in its entirety.

SECTION 4: First Amendment Approved. The City's corporate authorities approve the First Amendment in the same or substantially similar form as Exhibit B attached hereto and incorporated. The City's corporate authorities further authorize and direct the Mayor to execute the First Amendment and the City Clerk or Executive Assistant to attest the First Amendment.

SECTION 5: Rezoning Approved. Subject to the terms and conditions of the First Amendment and this Ordinance, the City's corporate authorities approve a zoning map amendment of the Property to "PD-I" Planned Development Industrial District to: (1) allow for the use and development of a solar energy generation facility, contingent upon Owner obtaining all of the required approvals from: (a) the State of Illinois for the installation of said solar energy facility; and (b) the City for the Decommissioning Plan as further provided by the First Amendment; (2) allow for all of the permitted, special, and accessory uses in the "HI" Heavy Industrial District as provided by the City's Unified Development Ordinance as of the effective date of this Ordinance and as may be duly amended from time to time; and (3) approve of the preliminary plat of subdivision dated 11-9-18 prepared by Wendler Engineering, the landscape plan dated 11-9-18 prepared by the Lannert Group, and the plans dated 11-6-18 prepared by New Energy Equity, all of which shall be incorporated herein by reference and collectively referred hereto as the "Development Plans"; provided, however, that the approval of the Development Plans is contingent upon: (a) Owner's revision of the Development Plans as further provided by the First Amendment; and (b) the "Design and Appearance Provisions" as further provided by the First Amendment.

SECTION 6: Recording Directed. City staff are authorized to record this Ordinance and the First Amendment in the DeKalb County Recorder's Office.

SECTION 7: Home Rule. This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the

corporate authorities of the City of DeKalb that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 8. Effective Date: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 22nd day of February 2021 and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Morris, Finucane (Remote), Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Morris, Finucane (Remote), Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:



RUTH A. SCOTT, Executive Assistant



JERRY SMITH, Mayor



EXHIBIT A

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID QUARTER WITH THE CENTER LINE OF NORTH FIRST STREET, SAID POINT BEING 675.83 FEET EASTERLY OF, AS MEASURED ALONG SAID NORTH LINE, THE NORTHWEST CORNER OF SAID QUARTER; THENCE SOUTHWESTERLY, AT AN ANGLE OF 66 DEGREES 32 MINUTES 30 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, ALONG SAID CENTER LINE, 1,155.81 FEET FOR THE POINT OF BEGINNING; THENCE EASTERLY, AT AN ANGLE OF 66 DEGREES 18 MINUTES 30 SECONDS, MEASURED CLOCKWISE FROM SAID CENTER LINE, 678.87 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 95 DEGREES 34 MINUTES 40 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 233.35 FEET; THENCE EASTERLY, AT AN ANGLE OF 95 DEGREES 34 MINUTES 40 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 331.01 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 89 DEGREES 47 MINUTES 05 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 1,359.74 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 THAT IS 1,472.43 FEET WESTERLY OF THE SOUTHEAST CORNER THEREOF; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 04 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 1,224.88 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES 27 MINUTES 03 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, ALONG SAID WEST LINE, 1,125.37 FEET TO SAID CENTER LINE OF NORTH FIRST STREET; THENCE NORTHEASTERLY AT AN ANGLE OF 156 DEGREES 00 MINUTES 22 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE ALONG SAID CENTER LINE, 506.10 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS. LESS AND EXCEPT THE FOLLOWING LAND CONVEYED TO THE CITY OF DEKALB BY WARRANTY DEED FROM DEKALB BUSINESS PARK, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED SEPTEMBER 15, 1998 AND RECORDED NOVEMBER 23, 1998 AS DOCUMENT NUMBER 98020069 AND RE-RECORDED JANUARY 13, 1999 AS DOCUMENT NUMBER 99000800: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID QUARTER WITH THE CENTER LINE OF NORTH FIRST STREET, SAID POINT BEING 675.83 FEET EASTERLY OF, AS MEASURED ALONG SAID NORTH LINE, THE NORTHWEST CORNER OF SAID QUARTER; THENCE SOUTHWESTERLY AT AN ANGLE OF 66 DEGREES 32 MINUTES 30 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, ALONG SAID CENTER LINE, 1,155.81 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT AN ANGLE OF 66 DEGREES 18 MINUTES 30 SECONDS, MEASURED CLOCKWISE FROM SAID CENTER LINE, 678.87 FEET; THENCE SOUTHERLY AT AN ANGLE OF 95 DEGREES 34 MINUTES 40 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 233.35 FEET; THENCE EASTERLY AT AN ANGLE OF 95 DEGREES 34 MINUTES 40 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED

COURSE, 331.01 FEET; THENCE SOUTHERLY AT AN ANGLE OF 89 DEGREES 47 MINUTES 05 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 230.0 FEET; THENCE WESTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 340.00 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 148 DEGREES 34 MINUTES 59 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 826.55 FEET TO SAID CENTER LINE; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, 30.0 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL TWO:

EASEMENTS FOR THE BENEFIT OF PARCEL ONE CREATED BY THE DECLARATION RECORDED DECEMBER 7, 1998 AS DOCUMENT 98020969 AND RERECORDED JANUARY 13, 1999 AS DOCUMENT 99000798 AND BY AGREEMENT RECORDED DECEMBER 7, 1998 AS DOCUMENT 98020970 AND RERECORDED JANUARY 13, 1999 AS DOCUMENT 99000797, IN DEKALB COUNTY, ILLINOIS.

EXHIBIT B

FIRST AMENDMENT TO SUNVEST SOLAR PLANNED UNIT DEVELOPMENT AGREEMENT WITH THE CITY OF DEKALB

This First Amendment to the Sunvest Solar Planned Unit Development Agreement with the City of DeKalb (the "First Amendment"), by and between the City of DeKalb (the "City"), an Illinois home rule municipal corporation, and Midland IRA, Inc., FBO James Planey, ROTH #1633257, (the "Owner"), who are collectively referred to as the "Parties", state as follows:

RECITALS

WHEREAS, Owner is the owner of approximately 36.34 contiguous acres of real property situated near the northeast intersection of South First Street and Gurler Road in the City, which is legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, on January 28, 2019, the City's corporate authorities duly approved the Sunvest Solar Planned Unit Development Agreement with the Owner (the "Agreement"); and

WHEREAS, the Agreement provided for the rezoning of the Property from the "HI" Heavy Industrial District to the "PD-I" Planned Development Industrial District for a Community Solar Garden (the "Rezoning") contingent upon the Owner obtaining required approvals from the State of Illinois for the installation of the solar energy facilities by January 28, 2020; and

WHEREAS, on January 27, 2020, the City's corporate authorities duly approved Resolution 2020-012 to extend the deadline for the conditional Rezoning of the Property to January 28, 2021; and

WHEREAS, the Agreement further provided that if the Owner failed to give the City notice of obtaining required approvals from the State of Illinois for the installation of the solar energy facilities within the time allowed by the Agreement, then the Agreement shall be subject to voiding by the City and reversion to the previously existing zoning classification after the conduct of a due process hearing in accordance with Section XII(J) of the Agreement; and

WHEREAS, the Parties stipulate and agree that the Owner failed to obtain the required approvals from the State of Illinois for the installation of the solar energy facilities within the time allowed by the Agreement; and

WHEREAS, the Parties desire to void and amend the Agreement to remove the time restriction for State approval of a solar energy generation facility and to rezone the Property to allow a planned industrial development and associated improvements, as well as all of the permitted, special, and accessory uses in the "HI" Heavy Industrial District; and

NOW, THEREFORE, in consideration of the promises made herein, the Parties agree as follows:

SECTION 1: Recitals. The above recitals to this First Amendment are true, correct, material, adopted and incorporated herein as Section 1 to this First Amendment.

SECTION 2: Voiding of the Agreement. The Parties stipulate and agree that: (1) the Agreement shall be void due to the Owner's undisputed failure to obtain the required approvals from the State of Illinois for the installation of the solar energy facilities within the time allowed by the Agreement without requiring a due process hearing in accordance with Section XII(J) of the Agreement; and (2) the Owner waives any and all claims regarding any entitlement to a due process hearing to void the Agreement. Notwithstanding anything foregoing to the contrary, the Parties agree and stipulate that the hearing before the City's Planning and Zoning Commission on February 16, 2021 shall satisfy any and all claims of Owner's entitlement to a due process hearing to void the Agreement. Furthermore, Owner agrees to hereby waive, release, hold harmless, defend and indemnify the City and the City's elected officials, officers, agents and employees from and against any and all claims, causes of action, damages, and attorney's fees arising out of, related to, or regarding the Agreement and the voiding of the Agreement including, but not limited, the adequacy and provision of a due process hearing to void the Agreement.

SECTION 3: First Amendment. The Agreement shall be restated and amended as follows:

A. Zoning: Contemporaneous to the adoption and execution of this First Amendment, the City shall approve an ordinance approving the rezoning for the Property to "PD-I" Planned Development Industrial District to: (1) allow for the use and development of a solar energy generation facility, contingent upon Owner obtaining all of the required approvals from the State of Illinois for the installation of said solar energy facility and from the City for the Decommissioning Plan; (2) allow for all of the permitted, special, and accessory uses in the "HI" Heavy Industrial District as provided by the City's Unified Development Ordinance (the "UDO"); and (3) approve of the preliminary plat of subdivision dated 11-9-18 prepared by Wendler Engineering (the "Preliminary Plat"), the landscape plan dated 11-9-18 prepared by the Lannert Group (the "Landscape Plan"), and the plans dated 11-6-18 prepared by New Energy Equity (the "Plans"), all of which shall be collectively attached hereto, incorporated herein, and referred to as "Group Exhibit B" or the "Development Plans"; provided, however, that the approval of the Development Plans is contingent upon: (a) Owner's revision of the Development Plans in accordance with the below-mentioned "Revisions to Development Plans"; and (b) the below-mentioned "Design and Appearance Provisions".

The zoning for the Property approved pursuant to this First Amendment shall remain in effect from and after the adoption of the zoning approvals unless an amendment or change is sought by Owner, or the then fee owner of the Property, or of any portion of the Property, or as otherwise provided by law for the amendment of zoning classifications. Notwithstanding the foregoing to the contrary, the Parties agree that if the City re-defines or amends the zoning classification applicable to the City, the regulations established by such re-defined or amended zoning classification shall not be more restrictive than, and shall not impose greater limitations on the development, use, or enjoyment of the Property than that allowed under the zoning classification provided for by this First Amendment.

Except as may otherwise be provided by this First Amendment, any development of the Property shall conform to the UDO's requirements and all other applicable provisions of the City's Municipal Code including, but not limited to, appropriate site, engineering, planned development, landscape plan, and building permits, reviews, and approvals by City Staff, the City's Planning and Zoning Commission, and the City's corporate authorities. Pursuant to Section 5.13.14 of the UDO, no approval of a final development plan shall be valid for a period longer than two (2) years from the date of approval unless within such period a building permit is obtained and construction of a development's foundation is commenced; provided, however, that the City Council may grant a one (1) year extension upon written request of the original applicant if the application submitted is substantially the same as the initially-approved application.

B. Exceptions to the UDO's Requirements: During the period of time in which the approval of the Development Plans is valid under this First Amendment, Owner shall be granted the following exceptions to the express requirements of the UDO:

1. Exception from Article 7.06 to allow a seven-foot-high chain link fence around the perimeter of the two solar gardens (Lots 1 and 2 on the Preliminary Plat) in the location shown on the Development Plans. Alternatively, at the discretion of the City Manager, at the time of final plat approval, the seven-foot-high chain link fence shall be excluded and instead an eight-foot-tall deer fence shall be utilized instead, in a configuration and design acceptable to the City Manager.

2. Exception from Article 10.05 to not require interior lighting for the solar gardens relative to Lots 1 and 2 on the Preliminary Plat.

3. Exception from Article 12.04 to not require landscaping around the solar gardens (Lots 1 and 2 on the Preliminary Plat), except as shown on the Landscape Plan or any amendments thereto approved by the City Manager.

4. Exception from Article 9 to not require the extension of utilities and improvements when subdividing the property for the solar gardens (Lots 1 and 2 on the Preliminary Plat), except as outlined herein.

C. Revisions to Development Plans: Prior to the City's approval of the Development Plans, Owner shall revise the Development Plans (the "Revisions to Development Plans") as follows:

1. The labeling of the ROW dedication along Gurler Road and S. 1st St. along with the associated setbacks need to be coordinated and consistent between the Preliminary Plat, the Landscape Plan, and the site plan.
2. The Preliminary Plat shall be revised to correctly indicate and label the 40-foot setback along Gurler Road and S. 1st St. as well as the 50-foot and 100-foot setbacks indicated along the west side of the site. The labeling of a 30-foot setback along Gurler Road shall be removed.

3. The site plan shall incorporate a note indicating that the developed solar farm condition will have a net stormwater runoff that is either equal to the existing runoff or within the capacity of the City-owned detention pond to the north was designed to handle from the subject property.
4. Owner shall clarify on the Landscape Plan the extent of the prairie seed mix. The frontage along Gurler Road (outside of the fenced area) shall be planted with turf grass, as shall be mowed and not planted with the prairie seed mix. Appropriate plan notes shall be inserted subject to approval by the City Manager.
5. The Landscape Plan shall be modified to add tree protection fencing at the drip line of the existing tree line along the west property line during construction, and that there shall be no disruption to the existing tree line along the west property line.
6. A Final Plat, with all applicable certificates, shall be prepared and approved per the UDO standards prior to any application for construction permits on the Property.

D. Design and Appearance Provisions: If a solar garden is not developed on the Property, the design and appearance of any structure proposed to be constructed on any portion of the Property shall be subject to the review and approval of the City Manager. If the City Manager refuses to approve of a given design or elevation, the Owner may appeal said determination to the Planning and Zoning Commission for a recommendation, and to the City Council for a final decision.

E. Maintenance of the Property: The maintenance and operation of the Property shall comply with the City's Municipal Code and all other applicable ordinances, regulations, and laws. The Property shall be managed, operated, and maintained with reasonable professional skill by appropriately trained personnel. Owner shall cooperate in good faith with the City to maintain the Property in compliance with the City's Municipal Code. Owner agrees to: (1) install, maintain, and provide access to a "Knox Box" entry system on the Property's primary building entrances for use by the City's emergency responders; (2) allow the City's law enforcement personnel access to any surveillance video footage operated on the Property for law enforcement purposes; and (3) allow an annual inspection of the Property's common areas by the City's Police Department, Fire Department, and Building Department for the purpose of confirming compliance with the City's Municipal Code.

Additionally, the Parties stipulate and agree that, if a solar generation facility is developed on the Property, portions of the Property are proposed to be maintained with prairie grass that may not strictly comply with the requirements of the City's Property Maintenance Codes. Owner shall be permitted to install and maintain such prairie grass; provided, however, that Owner submits a maintenance plan for such areas in form and content acceptable to the City Manager (the "Prairie Grass Maintenance Plan"). Following the City Manager's written approval of the Prairie Grass Maintenance Plan, Owner shall thereafter at all times comply with the approved prairie grass maintenance plan. If Owner fails to comply with the Prairie Grass Maintenance Plan, the City may terminate the Prairie Grass Maintenance Plan upon giving notice to the Owner, and thereafter, Owner shall comply with the then-current property maintenance provisions applicable to the

Property. Prairie grass may only be maintained within the Property's fenced-in areas that are shown on the approved Development Plans as having prairie grass installation, and then only after actual installation of intentional prairie grass plantings. All other areas shall be maintained in accordance with the City's property maintenance standards.

Furthermore, Owner may continue the existing agricultural use and maintenance of the Property until a building permit is obtained and construction of the solar energy facility's foundation is commenced. Owner shall employ reasonable measures and appropriate agronomic techniques to maintain the Property during times of agricultural use in accordance with best practices for site maintenance.

F. Water Mains and Potable Water Supply: Owner shall have the right to connect to and use the City's potable water system and mains upon payment of those capital, tap-on and user fees required by the then-current City ordinance or resolution. Tap-on / connection and capital fees shall be due at the time of building permit application. Said fees may be changed by the City from time to time in the City's sole and absolute discretion, and Owner agrees to pay the amount as required by the City at the time such payment is due. Owner shall be responsible for constructing all on-site and off-site improvements necessary to connect to the Property and any development on the Property to the presently existing water mains and potable water supply of the City. Owner shall be exclusively responsible for the payment of all costs, expenses and charges associated with the design, construction and permitting of such improvements, including but not limited to, any security required by this First Amendment, the UDO, or applicable law, any permits required by the City, the Illinois Environmental Protection Agency or any other agency having jurisdiction, or any other costs whatsoever. At any time that Owner replaces any water mains on the Property at any point in the future, all water mains replaced shall be replaced with a water main of a size and configuration acceptable to the City.

The Parties stipulate and agree that the Owner is required to extend water mains along both the First Street and Gurler Road right of way in order to extend the water mains to the end points of the Property and enable the orderly continuation of development in the City. However, the Parties stipulate and agree that the Development Plans will not require such extensions to be made at present, and that there is no presently pending development of property 'downstream' of the Property such that the extensions are immediately necessary. Accordingly, with respect to the water main extensions that may be required, the Parties stipulate and agree as follows:

1. With respect to Lots 1 and 2, Owner shall be responsible for the costs of extending water main from the existing terminus on Gurler Road to the westerly property line of the Property, in the Gurler Road right of way. The Parties acknowledge that the Engineer's Estimate of Probable Cost ("EOPC") for such improvement is \$245,000.00 (calculated at \$200 per lineal foot along 1,225 feet of frontage). Owner shall be responsible for paying one-half this sum (i.e., \$122,500), which may be paid in one lump sum or may be paid in equal installments of \$40,833.33 each over a 3-year period, with a payment in such amount due each year on the anniversary of the City's approval of the first final plat for any portion of the Property. In the event that the City has a user of water (excluding a user on the Property) who wishes to connect to this watermain extension prior to the time that it is fully funded, the Owner shall have the option to either fully fund its portion of the extension (i.e., pay any unpaid portion of the one-half of the EOPC), or to continue

making annual payments. If the Owner elects to continue to make annual payments, then the City shall be entitled to permit the downstream user to construct the water main extension across the Property, and shall be entitled to approve of a recapture agreement obligating the Owner to reimburse the downstream user for 50% of the actual costs of installing the water main extension across the Property, less any payments previously made under this section, plus interest on the remaining, unpaid sum at a rate not exceeding the prime interest rate plus two percent (2%) per year, until such sum is paid in full (with the annual payments being made in the amount specified above (i.e., \$40,833.33) until such sum is fully satisfied). The City shall deposit all amounts received by it under this subsection in an escrow pending completion of the construction of the improvements contemplated herein. Any funds remaining following construction shall be returned to the Owner. Should the City or any third party construct such water main, the funds within such escrow shall be utilized for the costs of designing, permitting and constructing such improvement. In the event that the City has a user of water on the Property, or that any use other than the solar generation use is proposed to be constructed on Lot 1 or 2, Owner shall be responsible for full installation and looping of water mains along Gurler Road and 1st Street, in a configuration reasonably acceptable to the City.

2. With respect to a water connection necessary to accommodate development on Lot 3, Owner shall be required to install a looped water main on the Property in a location, configuration and size acceptable to the City based upon the approved final engineering plans at the time of construction. The Parties acknowledge that this looped water main shall connect to the existing water main terminating at the southeastern corner of the Property, shall extend to the westerly boundary of the Property (if not to the South First Street right of way), and shall thereafter extend in a northerly direction to connect to existing water main at the northerly boundary of the Property. Should the Owner undertake this construction, the Owner may utilize the funding held in escrow under the preceding subsection, but shall be responsible for the entirety of costs incurred in constructing the improvement. The City shall reasonably collaborate with Owner in preparing and recording a recapture agreement entitling the Owner to recapture against the property located directly south of Gurler Road, for one-half of the costs of such portion of the water main extension that resides within the Gurler Road right of way.

G. Fees: Owner shall pay all fees imposed under the City's Municipal Code or this First Amendment in the amount and in the time provided therein. The Parties shall, at the time of payment of any required fee, cooperate to determine the amount of the fee due.

The Parties acknowledge that the City does not presently have a building permit established for solar generation facilities. The Parties agree that, during the period of time in which the approval of the Development Plans is valid under this First Amendment, the building permit fee for the solar generation facilities shall be \$6,000 for a facility of up to 2,000 kW AC, and \$200 per each 100 kW over 2,000 kW. Said fee shall automatically increase by an amount equivalent to the applicable Consumer Price Index contemplated by Chapter 9 of the City Code, on an annual basis (without requirement of any notice to Owner). In the event that the City later adopts a revision to its Building Code that imposes an alternate fee schedule, the then-current schedule shall be utilized and such Building Code update shall supersede this First Amendment.

The Parties further agree that the water main contribution fee contained within this First Amendment is specifically and uniquely attributable to the development of the Property; the Owner participated in the calculation and reconciliation of said fee; and neither the Owner nor any successor hereby agree they will neither file any lawsuit nor take any other legal action challenging the imposition, collection, use, necessity enforceability, validity, or applicability of the fee, nor shall Owner pay any such fee under protest. The Parties acknowledge that there are no impact fees or land dedications due by virtue of the development of Lots 1 and 2 of the Property (other than with regard to easements and rights of way contemplated by the approved Development Plans). Notwithstanding the foregoing to the contrary, Owner or the subsequent owners or developers of any portion of the Property shall be responsible for payment of all future fees, charges, and assessments relating to their use or modification of the Property including, but not limited to, building permit fees for remodeling of any structure on the development and similar fees.

H. Decommissioning Plan: Should Owner provide the City with written notice that it has been approved for the construction of the solar energy generation facility, Owner shall, at the time of providing such notice, also provide a decommissioning plan for the Property (the "Decommissioning Plan"). The Decommissioning Plan shall be subject to approval by the City Manager. Owner's failure to obtain approval of the Decommissioning Plan shall be

The Decommissioning Plan shall contain the following requirements: (1) the Decommissioning Plan shall be triggered and complied with at any point that the solar panels are not actively generating energy being transmitted to the electrical grid for a period of one hundred and eighty (180) days or longer; (2) upon the occurrence of the first requirement, the Owner shall have six (6) months to comply with the Decommissioning Plan and to fully remove the solar energy generation facilities from the Property; (3) provisions for removal of all structures and foundations, restoration of soil and vegetation; (4) an engineer's estimate of probable cost (EOPC) for the costs associated with decommissioning; (5) provision of sufficient security (i.e., a bond, irrevocable letter of credit, or escrow posting) in the form and content acceptable to the City Manager to secure the costs of decommissioning and site restoration.

I. Indemnification: Owner and its agents, employees, officers, and contractors agree to defend, indemnify, and hold harmless the City and the City's elected officials, officers, employees, and agents from and against any and all causes of action, claims, liabilities, losses, damages, injuries, expenses, costs, penalties, fines, and reasonable attorney's fees relating to, arising out of, or regarding this First Amendment, and the construction, development, maintenance, and operation of the Property.

J. Assignment: Owner may assign this First Amendment without City approval, but only in connection with its conveyance of all or any part of the Property, and upon said assignment and acceptance by an assignee, Owner shall have no further obligations hereunder as to the Property or that portion of the Property conveyed, but shall continue to be bound by this First Amendment, and shall retain the obligations created thereby with respect to any portion of the Property retained and not conveyed. If Owner or its successors sell a portion of the Property, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this First Amendment (excluding rights of recapture) which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property so conveyed, but any such seller shall retain

any rights and obligations it may have under this First Amendment with respect to any part of the Property retained and not conveyed by such seller. The seller shall have the right to require the purchaser to deposit with the City a replacement Letter of Credit, in a form reasonably acceptable to the City Manager, whereupon the City shall accept the replacement Letter of Credit in substitution of the seller's Letter of Credit.

K. Remedies:

(a) Upon a breach of this First Amendment, any of the parties may secure the specific performance of the covenants and agreements herein contained or may exercise any remedies available at law via an appropriate action, the sole venue for which shall be in the Circuit Court of DeKalb County, Illinois.

(b) In the event of a material breach of this First Amendment, the parties agree that the party alleged to be in breach shall have thirty (30) calendar days after written notice of said breach to correct the same prior to the non-breaching party seeking a judicial remedy as provided for herein; provided, however, that said thirty (30) day period shall be extended if the defaulting party has commenced to cure said default and is diligently proceeding to cure the same.

(c) If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party including, without limitation, acts of God, war, strikes, inclement weather conditions, inability to secure governmental permits, or similar acts, but specifically excluding epidemics, pandemics, and public health emergencies such as COVID-19, the time for such performance shall be extended by the length of such delay; however, the party that seeks the benefit of this provision shall give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision.

(d) The failure of any party to this First Amendment to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No action taken by any party to this First Amendment shall be deemed to constitute an election of remedies, and all remedies set forth in this First Amendment shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or equity.

L. No Personal Liability: The parties acknowledge and agree that the individuals who are members of the group constituting the City's corporate authorities are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

M. Entire Agreement: This First Amendment sets forth all agreements, understandings, and covenants between and among the parties. This First Amendment supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of

the entire First Amendment of the parties. Any amendment to this First Amendment shall be in writing duly approved by the Parties.

N. **Severability.** If any provision, covenant, agreement or portion of this First Amendment, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this First Amendment, and, to that end, all provisions, covenants, agreements or portions of this First Amendment are declared to be severable.

O. **Illinois Law.** This First Amendment shall be construed its accordance with the laws of the State of Illinois.

P. **Interpretations.** This First Amendment has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this First Amendment.

Q. **Headings.** The section headings in this First Amendment are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this First Amendment.

R. **Counterparts.** This First Amendment may be executed in one or more counterparts, all of which together shall be construed to constitute one in the same.

S. **Exhibits:** The following Exhibits referred to herein and attached to this First Amendment are hereby made a part of this First Amendment:

Exhibit A:	Legal Description
Group Exhibit B:	Plans

T. **Notices.** Notices, including Notices to effect a change as to the persons hereinafter designated to receive Notice(s), or other writings which any party is required to or may wish to serve upon any other party in connection with this First Amendment shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

City of DeKalb
Attention: City Manager
164 E. Lincoln Hwy.
DeKalb, Illinois 60115

with a copy to the City Attorney:

Matthew D. Rose
Donahue & Rose, PC
9501 W. Devon Ave., Suite 702
Rosemont, IL 60018

If to the Owner:

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized officers and attested as of the day and year first set forth above.

CITY OF DEKALB, an Illinois home rule municipal corporation

By:

Jerry Smith, Mayor

Attest:

Ruth Scott, Executive Assistant

Date:

February 22, 2021

OWNER: Midland IRA, Inc., FBO James Planey, ROTH #1633257

By:

James Planey

Attest:

Jessica Loveless

Date:

2-23-2021



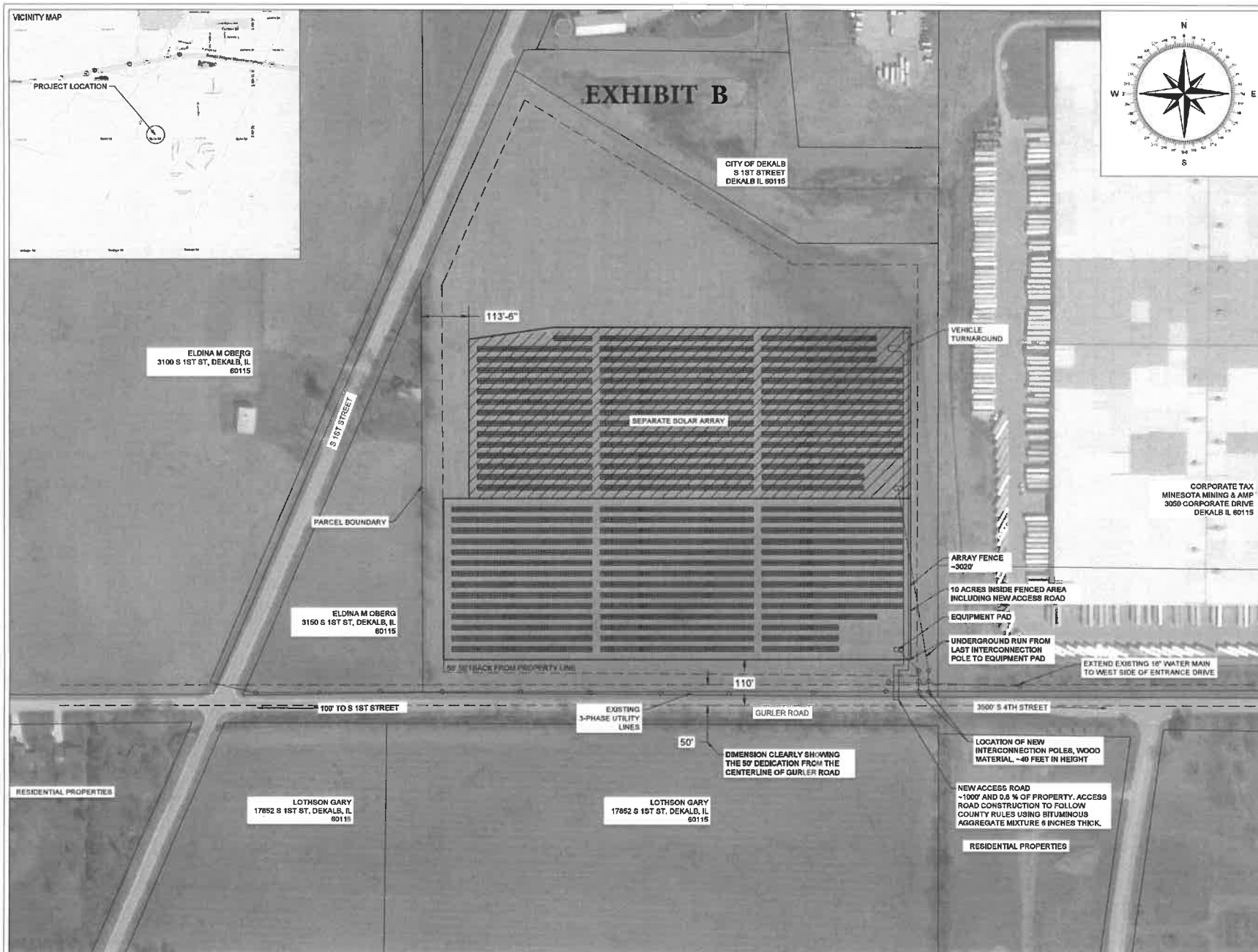
EXHIBIT A

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID QUARTER WITH THE CENTER LINE OF NORTH FIRST STREET, SAID POINT BEING 675.83 FEET EASTERLY OF, AS MEASURED ALONG SAID NORTH LINE, THE NORTHWEST CORNER OF SAID QUARTER; THENCE SOUTHWESTERLY, AT AN ANGLE OF 66 DEGREES 32 MINUTES 30 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, ALONG SAID CENTER LINE, 1,155.81 FEET FOR THE POINT OF BEGINNING; THENCE EASTERLY, AT AN ANGLE OF 66 DEGREES 18 MINUTES 30 SECONDS, MEASURED CLOCKWISE FROM SAID CENTER LINE, 678.87 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 95 DEGREES 34 MINUTES 40 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 233.35 FEET; THENCE EASTERLY, AT AN ANGLE OF 95 DEGREES 34 MINUTES 40 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 331.01 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 89 DEGREES 47 MINUTES 05 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 1,359.74 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 THAT IS 1,472.43 FEET WESTERLY OF THE SOUTHEAST CORNER THEREOF; THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 04 MINUTES MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID SOUTH LINE, 1,224.88 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES 27 MINUTES 03 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID SOUTH LINE, ALONG SAID WEST LINE, 1,125.37 FEET TO SAID CENTER LINE OF NORTH FIRST STREET; THENCE NORTHEASTERLY AT AN ANGLE OF 156 DEGREES 00 MINUTES 22 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE ALONG SAID CENTER LINE, 506.10 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS. LESS AND EXCEPT THE FOLLOWING LAND CONVEYED TO THE CITY OF DEKALB BY WARRANTY DEED FROM DEKALB BUSINESS PARK, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED SEPTEMBER 15, 1998 AND RECORDED NOVEMBER 23, 1998 AS DOCUMENT NUMBER 98020069 AND RE-RECORDED JANUARY 13, 1999 AS DOCUMENT NUMBER 99000800: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID QUARTER WITH THE CENTER LINE OF NORTH FIRST STREET, SAID POINT BEING 675.83 FEET EASTERLY OF, AS MEASURED ALONG SAID NORTH LINE, THE NORTHWEST CORNER OF SAID QUARTER; THENCE SOUTHWESTERLY AT AN ANGLE OF 66 DEGREES 32 MINUTES 30 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, ALONG SAID CENTER LINE, 1,155.81 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT

AN ANGLE OF 66 DEGREES 18 MINUTES 30 SECONDS, MEASURED CLOCKWISE FROM SAID CENTER LINE, 678.87 FEET; THENCE SOUTHERLY AT AN ANGLE OF 95 DEGREES 34 MINUTES 40 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 233.35 FEET; THENCE EASTERLY AT AN ANGLE OF 95 DEGREES 34 MINUTES 40 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 331.01 FEET; THENCE SOUTHERLY AT AN ANGLE OF 89 DEGREES 47 MINUTES 05 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 230.0 FEET; THENCE WESTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 340.00 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 148 DEGREES 34 MINUTES 59 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 826.55 FEET TO SAID CENTER LINE; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, 30.0 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL TWO:

EASEMENTS FOR THE BENEFIT OF PARCEL ONE CREATED BY THE DECLARATION RECORDED DECEMBER 7, 1998 AS DOCUMENT 98020969 AND RERECORDED JANUARY 13, 1999 AS DOCUMENT 99000798 AND BY AGREEMENT RECORDED DECEMBER 7, 1998 AS DOCUMENT 98020970 AND RERECORDED JANUARY 13, 1999 AS DOCUMENT 99000797, IN DEKALB COUNTY, ILLINOIS.



NEW ENERGY EQUITY, LLC
2500 RIVA ROAD, SUITE 200
ANNAPOLIS, MD 21401
NEWENERGYEQUITY.COM
410-267-6012

SUNVEST SOLAR INC.
25 NORTH RIVER LANE
GENEVA, IL 60134
SUNVEST.COM
262-671-1200

PROJECT ADDRESS
3050 GURLER RD
DEKALB, IL 60115

LAT: 41°33'38.42"N
LONG: 88°40'13.22"W

SYSTEM SPECIFICATIONS

SYSTEM SIZE DC	2.617 MW
SYSTEM SIZE AC	2.0000 MW
DC/AC RATIO	1.445
ACRUALTH	150
TILT	25°
MODULE COUNT	8262
MODULE TYPE	REC 150TP72
MODULE STD RATING	350 W
INVERTER COUNT	24
INVERTER TYPE	(X) CPS 30A50KTL-000/8 (V) CPS 30A50KTL-000/8
INVERTER POWER	600W
RACKING	TBD
MOUNTING	ALCO ENERGY

DESIGN CRITERIA

MINIMUM TEMP.	-25 C / 33°F
WIND SPEED (ASCE 7-10)	105 MPH
BUILDING CATEGORY	I
EXPOSURE CATEGORY	C
GROUND SNOW LOAD	25 PSF
BUILDING HEIGHT	0'

OTHER NOTES

FIRE DEPARTMENT WILL HAVE ACCESS VIA
A KNOX PRODUCT ACCEPTABLE TO BOTH
THE DEPARTMENT AND DEVELOPER

DEVELOPED SOLAR FARM WILL HAVE
RUNOFF CONDITIONS SIMILAR TO THE
EXISTING FARMED FIELD.

REVISIONS

#	DESCRIPTION	BY	DATE
0	ORIGINAL DESIGN	KHC	4/15/2018
1	CO-LOCATION UPDATE	KHC	4/27/2018
2	CUP UPDATES	BC	7/1/2018
3	CUP UPDATES	KHC	8/22/2018
4	UPDATED SINGLE LINE	KHC	9/7/2018
5	CUP UPDATES	KHC	11/6/2018
6			
7			

DRAWN BY

KEVIN CORCORAN

PROJECT NAME

MIDLAND IRA CSG 1

DRAWING TITLE

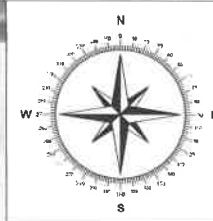
SITE PLAN

SCALE

1" = 100'

SHEET

PV1



NEW ENERGY EQUITY, LLC
2530 RIVA ROAD, SUITE 200
ANNAPOLIS, MD 21401
NEWENERGYEQUITY.COM
410-287-6513

SUNVEST SOLAR INC.
20 NORTH RIVER LANE
ORLANDA, IL 60134
SUNVEST.COM
312-527-1090

PROJECT ADDRESS
8801-8893 GURLER RD
DEKALB, IL 60115

LAT: 41°53'34.43"N
LONG: 89°48'16.23"W

SYSTEM SPECIFICATIONS	
SYSTEM SIZE DC	2.8817 MW
SYSTEM SIZE AC	2.0000 MW
DC/AC RATIO	1.445
AZIMUTH	180
TILT	23°
MODULE COUNT	8032
MODULE TYPE	REC 205W72
MODULE STC RATING	350 W
INVERTER COUNT	34
INVERTER TYPE	(18) CPS 6C480KTL-DOUS (16) CPS 8C480KTL-DOUS
INVERTER POWER	200kW
RACKING	TBD
WIRETERMINAL	ALSO ENERGY

DESIGN CRITERIA	
WINDSPEED TEMP	-25 C / 32 F
WIND SPEED RANGE (MPH)	105 MPH
BUILDING CATEGORY	I
EXPLOSION CATEGORY	C
GROUND SNOWLOAD	25 PSF
BUILDING HEIGHT	0'-0"

OTHER NOTES

FIRE DEPARTMENT WILL HAVE ACCESS VIA A KNOX PRODUCT ACCEPTABLE TO BOTH THE DEPARTMENT AND DEVELOPER

DEVELOPED SOLAR FARM WILL HAVE RUNOFF CONDITIONS SIMILAR TO THE EXISTING FARMED FIELD.

REVISIONS			
#	DESCRIPTION	BY	DATE
5	ORIGINAL DESIGN	KHC	4/16/2018
1	COLLOCATION UPDATE	KHC	4/27/2018
2	CUP UPDATES	BC	7/11/2018
3	CUP UPDATES	KHC	8/28/2018
4	UPDATED SINGLE LINE	KHC	9/17/2018
5	CUP UPDATES	KHC	11/5/2018
6			
7			

DRAWN BY
KEVIN CORCORAN

PROJECT NAME
MIDLAND IRA CSG 2

DRAWING TITLE
SITE PLAN

SCALE
1" = 100'

SHEET
PV1



PROJECT ADDRESS
5801-8999 GURLER RD
DEKALB, IL 60115

LAT: 41°53'36.42"N
LONG: 88°45'15.23"W

SYSTEM SIZE DC	2,851 MW
SYSTEM SIZE AC	2,000 MW
DC/AC RATIO	1.445
AC WIDTH	160
TBL1	20"
MODULE COUNT	8262
MODULE TYPE	REC 350T72
MODULE STD RATING	350 W
INVERTER COUNT	34
INVERTER TYPE	[3] CPS 85A50K1L-00AUS [4] CPS 85A50K1L-00BUS
INVERTER POWER	60W
PACKING	TBD
MONITORING	ALSO ENERGY

MIN/MAX TEMP.	-25°C / 32°C
WIND SPEED (ASCE 7-10)	105 MPH
BUILDING CATEGORY	I
EXPOSURE CATEGORY	C
GROUND SNOWLOAD	25 PSF
BUILDING HEIGHT	0'-0"

FIRE DEPARTMENT WILL HAVE ACCESS VIA
A KNOX PRODUCT ACCEPTABLE TO BOTH
THE DEPARTMENT AND DEVELOPER

DEVELOPED SOLAR FARM WILL HAVE
RUNOFF CONDITIONS SIMILAR TO THE
EXISTING FARMED FIELD.

#	DESCRIPTION	BY	DATE
0	ORIGINAL DESIGN	KHC	4/16/2011
1	CO-LOCATION UPDATE	KHC	4/27/2011
2	CUP UPDATES	BC	7/11/2011
3	CUP UPDATES	KHC	8/20/2011
4	UPDATED SMOKE LINE	KHC	9/17/2011
5	CUP UPDATES	KHC	11/6/2011
6			
7			

DRAWN BY

KEVIN CORCORAN

PROJECT NAME

MIDLAND IRA CSG 2

DRAWING TITLE

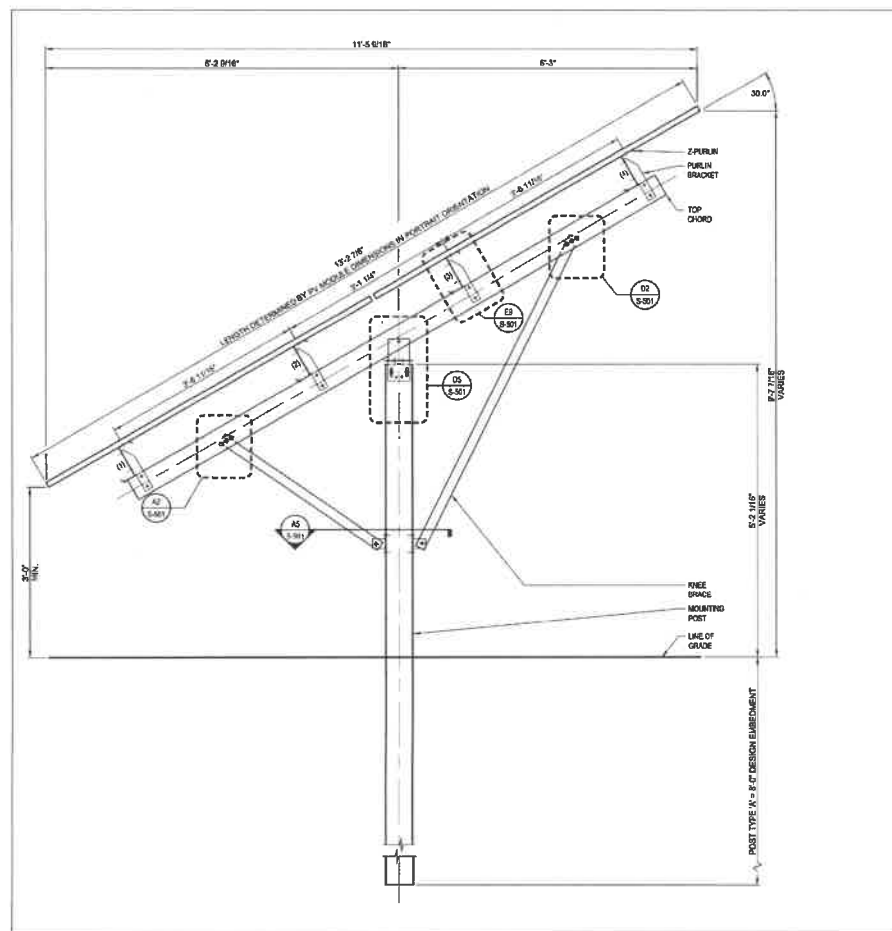
RACKING DETAIL

SCALE¹

NTS

SHEET

PV2





NEWENERGY EQUITY, LLC
2530 RIVA ROAD, SUITE 200
WINNEPES, MO 65141
NEWENERGYEQUITY.COM
417-527-4815

SUNVEST SOLAR INC.
25 NORTH RIVER LANE
GENEVA, IL 60134
SUNVEST.COM
262-527-1200

PROJECT ADDRESS
8851-8999 GURLEY RD
DEKALB, IL 60115

LAT: 41°33'56.42"N
LONG: 88°46'12.23"W

SYSTEM SPECIFICATIONS

SYSTEM SIZE DC	2.8617 MW
SYSTEM SIZE AC	2.0000 MW
DC/AC RATIO	1.445
AZIMUTH	180
TILT	29°
MODULE COUNT	4252
MODULE TYPE	REC 360HP12
MODULS ETC RATING	350 W
INVERTER COUNT	34
INVERTER TYPE	(30) CPS 60A00KTL-DOA15 (4) CPS 30A00KTL-DOA15
INVERTER POWER	60kW
RACKING	TBD
MONITORING	ALSO ENERGY

DESIGN CRITERIA

WINTER TEMP.	-25° C / 32° F
WIND SPEED (HURR 3-MIN)	105 MPH
BUILDING CATEGORY	C
EXPOSURE CATEGORY	C
GROUNDING SNOW LOAD	25 PSF
BUILDING HEIGHT	0'-0"

OTHER NOTES

FIRE DEPARTMENT WILL HAVE ACCESS VIA
A KNOX PRODUCT ACCEPTABLE TO BOTH
THE DEPARTMENT AND DEVELOPER

DEVELOPED SOLAR FARM WILL HAVE
RUNOFF CONDITIONS SIMILAR TO THE
EXISTING FARMED FIELD.

REVISIONS

#	DESCRIPTION	BY	DATE
0	ORIGINAL DESIGN	KHC	4/15/2018
1	COLLOCATION UPDATE	KHC	4/22/2018
2	CLIP UPDATES	BC	7/11/2018
3	CLIP UPDATES	KHC	8/22/2018
4	UPDATED SINGLE LINE	KHC	8/17/2018
5	CLIP UPDATES	KHC	11/16/2018
6			
7			

DRAWN BY

KEVIN CORCORAN

PROJECT NAME

MIDLAND IRA CSG 2

DRAWING TITLE

FENCE DETAIL

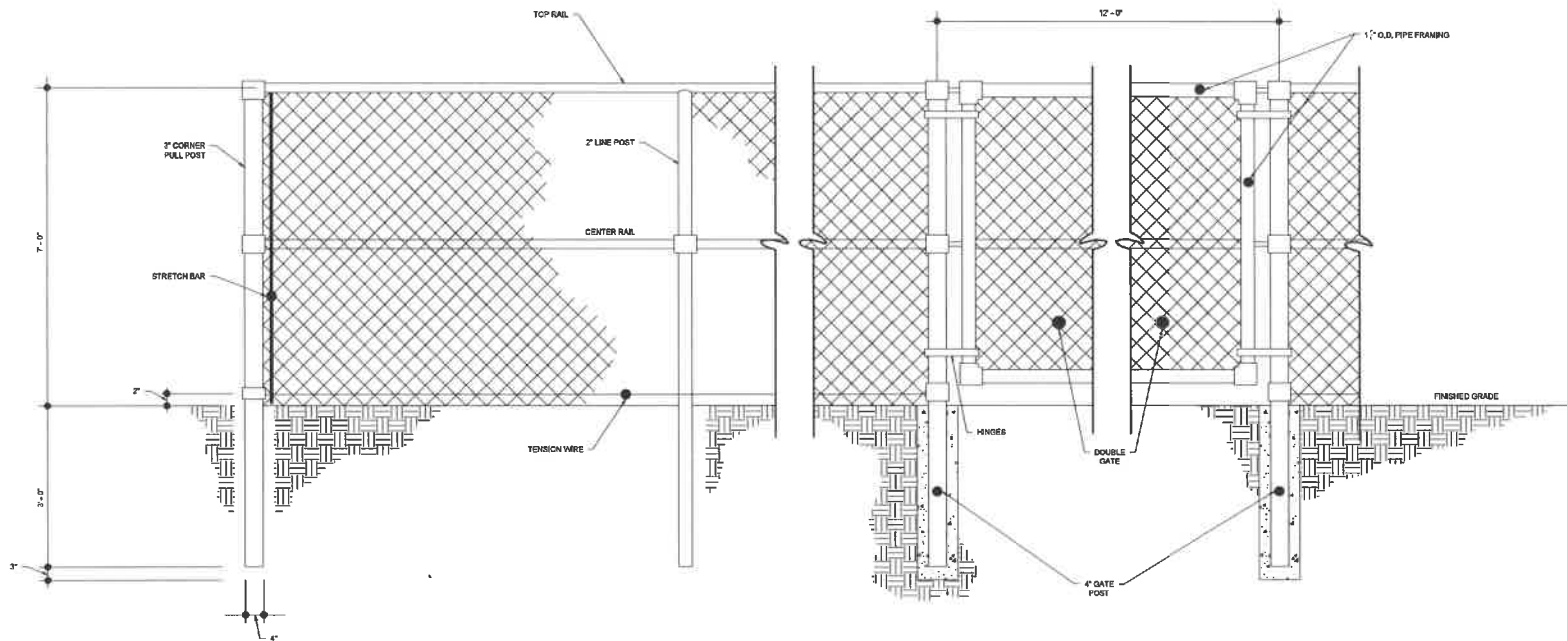
SCALE¹

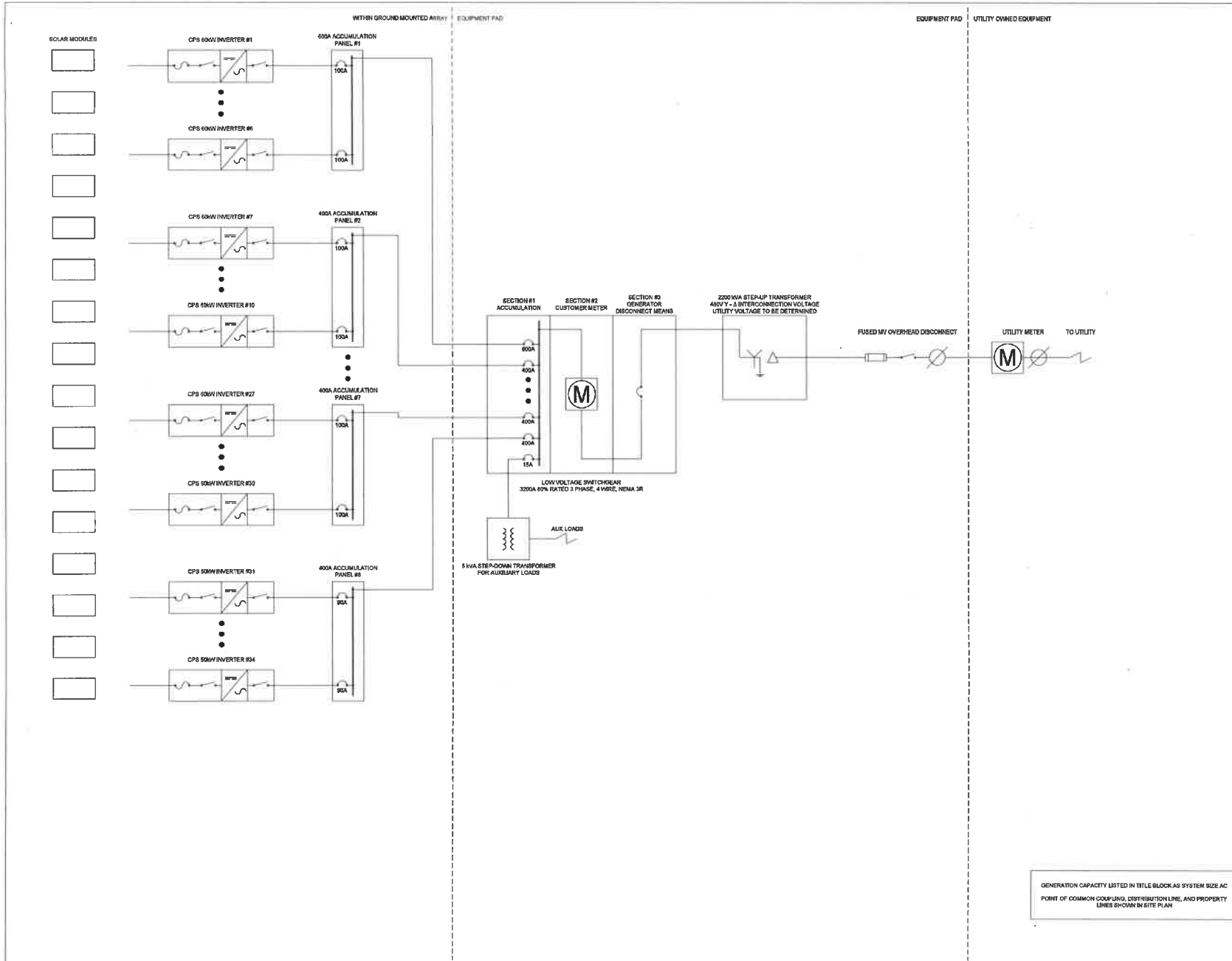
NTS

SHEET

PV3

FIRE DEPARTMENT WILL HAVE ACCESS VIA
A KNOX PRODUCT ACCEPTABLE TO BOTH
THE DEPARTMENT AND DEVELOPER





NEW ENERGY EQUITY, LLC
2550 RIVA ROAD, SUITE 200
ANNAPOLIS, MD 21404
NEWENERGYEQUITY.COM
443-527-0513

SUNVEST SOLAR INC.
25 NORTH RIVER LANE
ORFORD, N.H. 03854
SUNVEST.COM
203-527-1290

PROJECT ADDRESS
6827-4999 GURLEY RD
DECATUR, IL 62515

LAT: 41°53'26.42"N
LONG: 88°46'15.23"W

SYSTEM SPECIFICATIONS	
SYSTEM SIZE DC	2,8817 MW
SYSTEM SIZE AC	2,0000 MW
DC/AC RATIO	1.445
AZIMUTH	150
TILT	25°
MODULE COUNT	6392
MODULE TYPE	REC 180TPP2
MODULE STC RATING	350 W
INVERTER COUNT	34
INVERTER TYPE	[10] CPS 60A90KTL-DOAS [4] CPS 60A30KTL-DOAS
INVERTER POWER	60kW
RACKING	TBD
MICROWIRING	ALSO ENERGY

DESIGN CRITERIA	
MIN/MAX TEMP.	-25 C / 32°C
WIND SPEED (ASCE 7-10)	105 MPH
BUILDING CATEGORY	I
EXPOSURE CATEGORY	C
GROUND SNOW LOAD	25 PSF
BUILDING HEIGHT	0'-0"

OTHER NOTES

FIRE DEPARTMENT WILL HAVE ACCESS VIA A KNOX PRODUCT ACCEPTABLE TO BOTH THE DEPARTMENT AND DEVELOPER

DEVELOPED SOLAR FARM WILL HAVE RUNOFF CONDITIONS SIMILAR TO THE EXISTING FARMED FIELD.

REVISIONS			
#	DESCRIPTION	BY	DATE
1	ORIGINAL DESIGN	KHC	4/19/2018
2	CO-LOCATION UPDATE	KHC	4/27/2018
3	CUP UPDATES	RC	7/11/2018
4	CUP UPDATES	KHC	8/29/2018
5	UPDATED SINGLE LINE	KHC	9/17/2018
6	CUP UPDATES	KHC	11/6/2018
7			

DRAWN BY
KEVIN CORCORAN

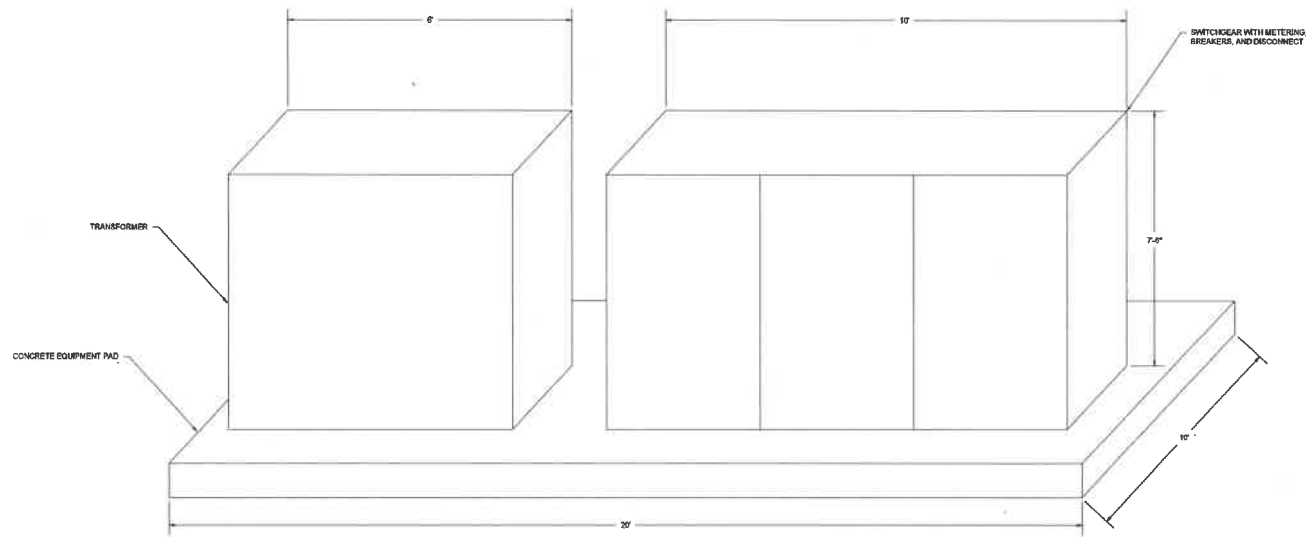
PROJECT NAME
MIDLAND IRA CSG 2

DRAWING TITLE
SINGLE LINE

SCALE¹
NTS

SHEET
E1

GENERATION CAPACITY LISTED IN TITLE BLOCK AS SYSTEM SIZE AC
POINT OF COMMON COUPLING, DISTRIBUTION LINE, AND PROPERTY
LINES SHOWN IN SITE PLAN



NEW ENERGY EQUITY, LLC
2550 RIVA ROAD, SUITE 200
ANNAPOLIS, MD 21401
NEWENERGYEQUITY.COM
443-267-0012

SUNVEST SOLAR INC.
25 NORTH RIVER LANE
GENEVA, N.Y. 14456
SUNVEST.COM
716-227-1200

PROJECT ADDRESS
8801-4993 GURLER RD
DEKALB, IL 60115

LAT: 41°33'36.42"N
LONG: 88°46'15.27"W

SYSTEM SPECIFICATIONS

SYSTEM SIZE DC	2.8517 MW
SYSTEM SIZE AC	2.0000 MW
DC/AC RATIO	1.445
AC VOLTAGE	150
TELT	25"
MODULE COUNT	8262
MODULE TYPE	REC 350TPF2
MODULE PTC RATING	350 W
INVERTER COUNT	34
INVERTER TYPE	(10) CP6 SCASDKTL-000US (4) CP6 SCASDKTL-000US
INVERTER POWER	600W
BACKLOG	TBD
MONITORING	ALGO ENERGY

DESIGN CRITERIA

WIND SPEED TEMP	-26 C / 32 C
WIND SPEED (ASCE 7-10)	105 MPH
BUILDING CATEGORY	1
EXPANSION CATEGORY	0
GROUND BLOWN LOAD	25 PSF
BUILDING HEIGHT	9'4"

OTHER NOTES

FIRE DEPARTMENT WILL HAVE ACCESS VIA A KNOX PRODUCT ACCEPTABLE TO BOTH THE DEPARTMENT AND DEVELOPER

DEVELOPED SOLAR FARM WILL HAVE RUNOFF CONDITIONS SIMILAR TO THE EXISTING FARMED FIELD.

REVISIONS

#	DESCRIPTION	BY	DATE
0	ORIGINAL DESIGN	KHC	4/16/2019
1	CO-LOCATION UPDATE	KHC	4/27/2019
2	CUP UPDATES	SC	7/1/2019
3	CUP UPDATES	KHC	8/20/2019
4	UPDATED SINGLE LINE	KHC	9/17/2019
5	CUP UPDATES	KHC	11/6/2019
6			
7			

DRAWN BY

KEVIN CORCORAN

PROJECT NAME

MIDLAND IRA CSG 2

DRAWING TITLE

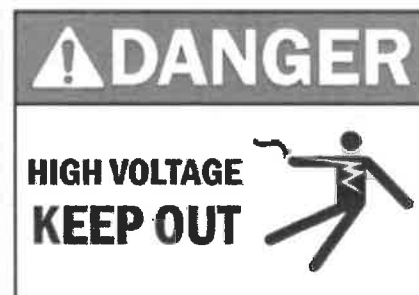
SWITCHGEAR DETAIL

SCALE¹

NTS

SHEET

E2



**SIGNS ARE TO BE 10" WIDE
BY 7" HIGH AND PLACED
EVERY 50' ALONG FENCE**



NEWENERGY EQUITY, LLC
2530 RIVA ROAD, SUITE 200
ANNAPOLIS, MD 21041
NEWENERGYEQUITY.COM
443-267-5012

SUNVEST SOLAR INC.
25 NORTH RIVER LANE
GENEVA, IL 60134
SUNVEST.COM
262-622-1200

PROJECT ADDRESS
6801-6969 GURLER RD
DEKALB, IL 60115

LAT: 41°53'38.42"N
LONG: 88°46'15.23"W

SYSTEM SPECIFICATIONS	
SYSTEM SIZE DC	2,897 MW
SYSTEM MVA AC	2,000 MW
DOA: NATO	1.45
AZMUTH	180
TLT	25°
MODULE COUNT	6262
MODULE TYPE	REC D66TP72
MODULE STD BAKING	350 w
INVERTER COUNT	34
INVERTER TYPE	[3] SC SCAXMLT-DCUS [1] SC SCAXSLT-DCUS
INVERTER POWER	60W
BACKING	TSD
MONITORING	MAN ENERGY

DESIGN CRITERIA	
AIRPANEL TEMP:	-25 °C / 32 °C
WIND SPEED (ASCE 7-10)	105 MPH
BUILDING CATEGORY	B
EXPOSURE CATEGORY	C
GROUND SNOW LOAD	25 PSF
BUILDING HEIGHT	07'-0"

OTHER NOTES

FIRE DEPARTMENT WILL HAVE ACCESS VIA
A KNOX PRODUCT ACCEPTABLE TO BOTH
THE DEPARTMENT AND DEVELOPER

DEVELOPED SOLAR FARM WILL HAVE RUNOFF CONDITIONS SIMILAR TO THE EXISTING FARMED FIELD.

REVISIONS			
#	DESCRIPTION	BY	DATE
0	ORIGINAL DESIGN	KHC	4/16/25
1	CON-LOCATION UPDATE	KHC	4/27/25
2	CUP UPDATES	BC	7/1/25
3	CUP UPDATES	KHC	8/20/25
4	UPDATED SINGLE LINE	KHC	9/17/25
5	CUP UPDATES	KHC	11/6/25
6			
7			
8			

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KEVIN CORCORAN

PROJECT NAME

MIDLAND IRA CSG 2

DRAWING TITLE

FENCE SIGNAGE

SCALE¹

NTS

SHEET

E4

