

**AUTHORIZING AN ANNEXATION AND DEVELOPMENT AGREEMENT WITH  
PSE HUBER IL SOLAR LLC FOR THE PROPERTY LOCATED AT THE  
SOUTHWEST CORNER OF ILLINOIS ROUTE 38 AND JOHN HUBER  
PARKWAY, DEKALB, ILLINOIS.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and 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**, pursuant to 65 ILCS 5/11-15.1-1, et seq., the City may enter into an annexation agreement with one or more owners of record of land in unincorporated territory; and

**WHEREAS**, PSE Huber IL Solar LLC, a Delaware limited liability company (the "Applicant"), is the contingent-contract lessee of property located at 2036 W. Lincoln Hwy., DeKalb, IL 60115, which is legally described in the attached and incorporated Exhibit A (the "Property"); and

**WHEREAS**, the Property is owned by DeKalb-Lincoln Development Company, LLC, an Illinois limited liability company (the "Owner"), and

**WHEREAS**, the Property is: approximately 41.95 acres in size; located in unincorporated DeKalb County; and contiguous to the City's corporate limits; and

**WHEREAS**, the City, the Applicant, and the Owner negotiated an Annexation and Development Agreement in the form attached and incorporated as Exhibit B (the "Agreement") to: (1) annex the Property into the City's corporate limits; and (2) rezone the Property to Planned Development – Industrial District to permit a 5-megawatt ground mounted solar energy system (solar farm) and accessory uses; and

**WHEREAS**, on November 4, 2024, upon due notice as provided by law, the City's Planning and Zoning Commission held a public hearing on the rezoning of the Property, made findings of fact, and recommended approving the rezoning of the Property; and

**WHEREAS**, on November 12, 2024, upon due notice as provided by law, the City's corporate authorities held a public hearing on the Agreement before considering this ordinance; and

**WHEREAS**, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The recitals to this Ordinance are true, material, adopted and incorporated as Section 1 to this Ordinance.

**SECTION 2:** The City's corporate authorities, by a vote of two-thirds of those then holding office, approve the Agreement. The City's corporate authorities further authorize and direct the Mayor to execute the Agreement on the City's behalf, the Executive Assistant to attest the Agreement on the City's behalf, and the City Manager to take all necessary acts to effectuate the Agreement.

**SECTION 3:** The City Manager and his designee are authorized to record this Ordinance with the DeKalb County Clerk and Recorder.

**SECTION 4:** 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 City's corporate authorities that to the extent this Ordinance is inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 5:** 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 12<sup>th</sup> day of November 2024 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Walker, Barnes. Nay: None. Absent: Powell, Verbic. Second Reading waived by a 6-0-2 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Walker, Barnes. Nay: None. Absent: Powell, Verbic.



  
COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

**EXHIBIT A**  
**(Legal Description of the Property)**

The Property is legally described as follows:

That part of the West Half of the Northeast Quarter of Section 20, Township 40 North, Range 4, East of the Third Principal Meridian, lying North of the right of way for the Chicago and Northwestern Railway Company and lying South of the North right-of-way of DeKalb-Malta Road, commonly known as Lincoln Highway (State Route 38), situated in the County of DeKalb, State of Illinois.

Common Address: 2036 W. Lincoln Highway  
PIN: 08-20-200-002

**EXHIBIT B**  
**(Annexation Agreement)**

## **Exhibit B**

### **ANNEXATION AND DEVELOPMENT AGREEMENT**

(2036 W. Lincoln Hwy.)

This Annexation and Development Agreement (the “Agreement”) is made and entered on November 12, 2024, (the “Effective Date”), by and between the City of DeKalb, an Illinois municipal corporation (the “City”), PSE Huber IL Solar LLC, a Delaware limited liability company (the “Applicant”), and DeKalb-Lincoln Development Company, LLC, an Illinois limited liability company (the “Owner”). The City, Owner and Applicant are referred to collectively as the “Parties and each individually as a “Party.”

#### **RECITALS:**

**WHEREAS**, Owner is the current owner of property that is located at the common address of 2036 W. Lincoln Hwy., DeKalb, IL 60115, and legally described on the attached and incorporated Exhibit A (the “Property”); and

**WHEREAS**, the Property consists of approximately 41.95 acres in size and is generally located at the southwest corner of Route 38 and John Huber Parkway; and

**WHEREAS**, the Property is located entirely within unincorporated DeKalb County and is contiguous to the City’s corporate limits, and may be annexed to the City of DeKalb as provided for in Article 7 of the Illinois Municipal Code (65 ILCS 5/7-1-1 et seq.); and

**WHEREAS**, Applicant is the contingent-contract lessee of the Property and anticipates entering into a non-contingent lease for the Property subject to the prior fulfillment of certain conditions, including annexation of the Property into the City; and

**WHEREAS**, Applicant intends to develop the Property as a solar farm pursuant to the concept plan attached and incorporated as Exhibit B (the “Concept Plan”), provided the Property is annexed into the City ; and

**WHEREAS**, pursuant to 65 ILCS 5/7-1-8, Applicant filed a Petition for Annexation to the City (the “Petition”), which was executed and joined by Owner, Applicant, and the two electors residing on the Property (the “Electors”); and

**WHEREAS**, Applicant provided all notices required under 65 ILCS 5/7-1-1; and

**WHEREAS**, Owner submitted an application to the City for zoning approval of the Property upon the Property’s annexation into the City (the “Zoning Application”); and

**WHEREAS**, the Petition and the Zoning Application were reviewed by City Staff and referred to the City’s Planning and Zoning Commission (the “PZC”); and

**WHEREAS**, on November 4, 2024, upon due notice as provided by law, the PZC held a public hearing on the Zoning Application, made findings of fact, and recommended approving the Zoning Application; and

**WHEREAS**, the City’s corporate authorities reviewed the Petition, the Zoning Application, the PZC’s findings of fact and recommendations, and a proposed annexation agreement that was substantially similar to this Agreement; and

**WHEREAS**, on November 12, 2024, upon due notice as provided by law, the City’s corporate authorities held a public hearing on this proposed Agreement; and

**WHEREAS**, the Parties are legally authorized to enter into this Agreement and perform all of their respective promises and covenants in this Agreement; and

**WHEREAS**, the City’s corporate authorities find that approving this Agreement is in the City’s best interests to further the City’s growth, increase the taxable value of property within the City, and protect the public health, safety, morals, and welfare of the City and its residents.

**NOW, THEREFORE**, in consideration of the promises, undertakings, and covenants in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

**1.0    Recitals:** The recitals to this Agreement are true, correct, material, adopted and incorporated as Section 1 to this Agreement.

**2.0    Annexation:**

2.1    Applicant and Owner submitted the Petition and a plat of annexation depicting the Property to be annexed to the City. Following the approval of this Agreement on November 12, 2024, the City's corporate authorities shall adopt an ordinance annexing all of the Property, and all unincorporated highways contiguous to the Property, into the City's corporate limits in the same or substantially similar form as the attached and incorporated Ordinance in Exhibit C (the "Annexation Ordinance"). The City shall, as soon as reasonably practicable following the approval of the Annexation Ordinance, record and file copies of the Annexation Ordinance and Plat of Annexation with the DeKalb County Clerk and Recorder.

2.2    The Applicant and the Owner shall not seek to disconnect any part of the Property from the City during the term of this Agreement.

**3.0    Zoning:**

3.1    Immediately following the adoption of the Annexation Ordinance, the City's corporate authorities shall adopt a zoning ordinance in the same or substantially similar form as the attached and incorporated Ordinance in Exhibit D (the "Zoning Ordinance") that: (1) rezones the Property from the "SFR1" Single-Family Residential District to the "PD-I" Planned Development – Industrial District; (2) permits a 5-megawatt ground mounted solar energy system (solar farm) and accessory uses as a permitted land use for the zoning of the Property; (3) approves the Concept Plan; (4) provides for the adoption of all other standards and regulations per the PD-I zoning district and Section 7.16.15 of the City's Unified Development Ordinance ("UDO"); (5) permits continued residential use

for the dwelling and residents living on the property; and (6) requires the submission and approval of a Preliminary and Final Development Plan and a decommissioning plan with engineering and landscaping plans by the PZC and City Council pursuant to the UDO's procedures as a necessary precondition to the zoning entitlements provided by this Agreement. Except as may otherwise be provided by this Agreement, any use or development of the Property shall conform to the "PD-I" Planned Development – Industrial District standards and the UDO's requirements for a solar farm.

3.2 The zoning classification of the Property shall remain in effect from and after the adoption of the Zoning Ordinance, unless an amendment or change is sought by the Owner, or its assigns, or successors. Notwithstanding the foregoing to the contrary, the Parties agree that if the City amends the UDO's zoning classifications, the regulations established by such an amendment shall neither be more restrictive than, nor impose greater limitations on the development, use or enjoyment of the Property, than the PD-I zoning district as of the Effective Date.

**4.0** *[This section is intentionally omitted.]*

**5.0** **Development/Redevelopment of the Property:** Except as may otherwise be provided by this Agreement, the construction, development, maintenance, and ownership of the Property shall conform to the requirements of the UDO, the City's Municipal Code, and applicable law, rules, and regulations as of the Effective Date.

**6.0** **City Fees:** The City shall not impose any new types or classifications of land development, subdivision, impact, or building permit fees, donations, requirements, costs, or impositions that were not in existence as of the Effective Date upon the Property or the Owner or Applicant during the term of this Agreement. Applicant and/or Owner shall pay all City fees related to the Property and its development that are not expressly waived by this Agreement including, but not limited to, Annexation, Annexation



Agreement, Map Amendment (Rezoning), Planned Development Preliminary Plan, and Final Plat. Applicant and/or Owner shall also pay all City building plan review and permit fees, engineering fees, and construction inspection fees for the Property's development.

**7.0 Building Permits:** Applicant and/or Owner may apply for building permits to begin construction upon the Property or any portion of the Property for the development of the Property (the "Permits"). City shall issue the Permits within 20 business days of the date of receipt of a complete set of building plans, building permit application(s), and payment of all fees and costs for the Permits; provided, however, that the application for the Permits must meet all requirements of the City's Municipal Code and this Agreement. If City requires third-party services to perform its duties relating to the issuance of the Permits, then City shall retain such services from a third-party contractor who is mutually agreed upon by the Parties; provided, however, that Applicant shall pay all fees and costs for the third-party services.

**8.0 Utilities:**

8.1 Sewer. The Property's sanitary system utilities are currently septic sanitation facilities, but sanitary system utilities in the future may be provided by the Kishwaukee Water Reclamation District (the "KWRD"). The Owner may maintain the use and occupancy of the Property's sanitation facilities that are in existence as of the Effective Date and without complying with Article 10.02 of the UDO (sanitary sewers), as may be amended from time to time, pursuant to the provisions of this Agreement; provided, however, that the Property's owner shall: (1) reasonably maintain said septic sanitation facilities; and (2) comply with the UDO's provisions for sanitary sewers if the Property is no longer used as a solar farm. The Property's owner may pursue annexation to the KWRD at any time during the term of this Agreement. If the Property's owner annexes the Property into the KWRD during the term of this Agreement, then the City shall mutually

cooperate and support the annexation of the Property into the KWRD, the Property's owner shall grant the KWRD easements as are reasonably necessary for development of the Property as a solar farm, for purposes of accessing and maintaining said sewer system utilities in the form reasonably required by the KWRD for development of the Property for a solar farm, the Property's owner shall comply with the UDO's requirements for providing sanitary sewer service to the Property at its sole cost and expense, and the Property's owner shall comply with all applicable requirements imposed by the City's Municipal Code, the KWRD, and applicable laws, rules, and regulations pertaining to sanitary system utilities.

8.2 Water. The Property's water system utilities are currently well water service, but water systems utilities in the future may be provided by the City pursuant to the provisions of this section. The Owner may maintain the use and occupancy of the Property's water system facilities that are in existence as of the Effective Date including, but not limited to, the existing well water service, without complying with Article 10.03 of the UDO (water supply), as may be amended from time to time, pursuant to the provisions of this Agreement; provided, however, that Owner shall: (1) reasonably maintain said water system facilities; and (2) comply with the UDO's provisions for water supply if the Property is no longer used as a solar farm. If the City's Public Works Director makes a written determination that the existing well water service is inadequate to accommodate the reasonable needs of the Property or otherwise comply with applicable health regulations, then the Property's owner shall comply with the UDO's provisions for water supply for the Property. If the Owner wants the City to supply water to the Property, then the Owner shall give the City written notice of said intent, and the City shall provide such water service to the Property pursuant to the provisions of this section. If the City provides water to the Property, the City shall provide water service to the Property to the

same extent that the City provides such service to all other property located within the City's corporate limits, and the Owner shall comply with the UDO's requirements for providing water supply to the Property at its sole cost and expense. , if reasonably necessary for development of the Property as a solar farm. City represents that it has adequate water capacity to serve the Property. The Owner shall comply with all requirements of the UDO, the City's Municipal Code, the City Engineer, and applicable laws and regulations regarding water service to the Property. All utility locations and sizes are subject to the review and approval of the City Engineer. With respect to any such utility lines located on the Property, the Owner shall grant the City easements as are reasonably necessary for development of the Property as a solar farm, for purposes of maintaining said utilities. Said easements shall be in a usual and customary form, subject to the reasonable approval of the City Attorney. Immediately upon approval of the Final Development Plan, City shall execute and approve all of Owner and/or Applicant's applications to connect the off-site and water improvements upon the payment of normal tap-on fees pursuant to the City's Municipal Code.

**9.0 Roadway and Other Public Improvements:**

9.1 Any public improvements located on the Property, including water lines, mains, gates, valves, hydrants and other appurtenances on the Property, required by Applicant's proposed development of any portion of the Property (the "Public Improvements") shall be constructed by the Owner and/or Applicant at no cost to the City. The City shall have no responsibility for the construction of the Public Improvements. Subject to compliance with applicable law, the City shall approve, or support the approval of, all agreements, applications, approvals, and permits for the Public Improvements. The completion of the construction of the Public Improvements shall be secured by a payment and performance bond to be posted by Owner and/or

Applicant or its contractor which may be enforced at a location located in either: (1) City of DeKalb, Illinois; or (2) within Illinois at a location within 50 miles from the City of DeKalb, Illinois. The amount of such payment and performance bond shall be one hundred ten percent (110%) of the estimated cost to construct the Public Improvements as reasonably determined by the City Engineer. Owner shall be responsible for providing the City with copies of all engineering drawings and plans for the Public Improvements prior to the commencement thereof for review and approval by the City which review and approval shall be completed within twenty (20) business days of submission by Owner to City. Upon completion of the Public Improvements, the City shall inspect same within twenty (20) business days of receipt of notice from Owner of said completion. The City's corporate authorities shall by Resolution accept the dedication of the Public Improvements (together with the necessary easements and right-of-way therefore), if any, from Owner and/or Applicant only after: (1) the City Engineer certifies that the Public Improvements have been completed in a manner that complies with applicable laws; (2) the City receives an executed bill of sale, quit claim deed, or dedication giving title to the City of all Public Improvements; (3) the City receives accurate as-built drawings identifying the place and location of all Roadway Improvements; (4 and (5) the City's receipt of a maintenance bond in an amount equal to 100% of the cost of the Public Improvements as determined by the City Engineer, which shall be applicable and in force and effect for a one (1) year period following substantial completion of the Public Improvements as reasonably determined by the City Engineer. Following the City's acceptance of the Public Improvements as evidenced by the aforementioned Resolution, the City shall thereafter be solely responsible for the operation, maintenance, repair, and replacement of the Public Improvements. Prior to acceptance of the Public Improvements, the Owner and/or Applicant shall be responsible to repair or replace any

Public Improvements damaged by the use of such improvements in conjunction with construction on the Property. Except only for the Public Improvements as contemplated by this Section, the City shall not require any contribution or dedication for road or highway impacts or any other public improvements.

9.2 If Applicant or Owner constructs and/or installs any roadway or other public improvements, whether on the Property or off-site, and upon the request of the City, Applicant and/or Owner elects to construct and install such roadway or other public improvements in a fashion designed and intended to benefit owners, developers, or users of property other than the Property, then the City and the constructor of the public improvements shall enter into a recapture agreement pursuant to 65 ILCS 5/9-5-1, *et seq.* The recapture agreement shall provide that the constructor of the public improvements shall be entitled to reimbursements from all owners, developers, and users of property other than the Property that are benefited by such roadway or other public improvements, for that portion of the actual costs, together with reasonable interest thereon, to design, construct, and install such improvements which the City deems to have been incurred for, and to have inured to, the benefit of the owners, developers or users of property other than the Property.

**10.0 Miscellaneous:**

10.1 The Parties stipulate that the individuals who are the City's corporate authorities are entering into this Agreement in their corporate capacities and shall have no personal liability in their individual capacities.

10.2 (a) This Agreement shall be valid and binding for a term of twenty (20) years after the Effective Date, upon the Parties and their respective successors and assigns, and is further intended to be binding upon each successive lot owner of any lots

of record created by the approval and recording of any Final Plats and shall constitute a covenant running with the land. City shall record this Agreement with the DeKalb County Clerk and Recorder's Office. City shall execute a recordable release of this Agreement upon the Owner's and/or Applicant's written request any time after dedication of the Public Improvements to the City.

(b) Applicant and Owner may assign this Agreement without the City's approval, but only in connection with the conveyance of all or any part of the Property or Lease by Applicant or Owner, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations under this Agreement as to the Property or that portion of the Property conveyed, but shall continue to be bound by this Agreement and shall retain the obligations created by this Agreement, to the extent any of the Property is retained and not conveyed. If Applicant, Owner, or their respective successors or assigns, sell a portion of the Property, then, upon the closing of such sale and the transfer of fee title to the relevant portion of the Property, such seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement, 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 Agreement with respect to any part of the Property retained and not conveyed by such seller. If at the time of such sale, seller is maintaining a maintenance bond pursuant to Section 9.1 of this Agreement, the seller shall have the right to require the purchaser to deposit with the City a replacement maintenance bond, whereupon the City shall accept such maintenance bond in substitution of the seller's maintenance bond.

10.3 The failure of any party to this Agreement to insist upon the strict and prompt performance of any of the terms, covenants, agreements, and conditions in this Agreement 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 Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth in this Agreement or available to any party at law or equity.

10.4 This Agreement may only be amended by City's adoption of an ordinance authorizing the execution of such amendment, after a public hearing pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, and the subsequent execution of such amendment by the Parties. The Parties stipulate that Applicant and/or Owner does not need to execute an amendment to this Agreement if Applicant and/or Owner does not own, lease, or operate any part of the Property at the time of any such amendment, and in such event, the amendment shall require the signature of the owner(s), lessors, or operators of the portion(s) of the Property which is then burdened by the terms and conditions of this Agreement.

10.5 In the event that any pertinent existing or future regulations, resolutions, or ordinances of the City are inconsistent with or conflict with the terms or provisions of this Agreement, the terms or provisions of this Agreement shall supersede the regulations, resolutions, or ordinances in question to the extent of such inconsistency or conflict.

10.6 (a) Upon a material breach of this Agreement, which material breach remains uncured beyond the notice and cure period described in Section 10.6(b) below, any of the Parties may secure the specific performance of this Agreement or may exercise

all remedies available at law or equity in 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 Agreement, 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; provided, however, that said thirty (30) day period shall be extended for a reasonable period of time 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 by any party is delayed as a result of circumstances that are beyond the reasonable control of said party including, but not limited to, acts of God, war, strikes, inclement weather conditions, or similar acts, except the COVID-19 pandemic, then the time for such performance shall be extended by the length of such delay; provided, however, that the party that seeks the benefit of this provision shall give the other parties written notice of both its intent to rely upon this provision and the specific reason that permits the party to avail itself of the benefit of this provision.

10.7 This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire Agreement of the Parties.

10.8 If any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word, or designation shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any other provision, clause, word, or designation in this Agreement.



Furthermore, if any provision of this Agreement is held invalid, the invalidity thereof shall not cause the City to change any zoning classification that has been approved by the City pursuant to the provisions of the City's Municipal Code and the valid provisions of this Agreement, and such zoning classifications shall not otherwise be changed during the term of this Agreement without the approval of the Owner.

10.9 The City's corporate authorities agree to reasonably cooperate with Applicant and Owner in dealing with all applicable governmental bodies and agencies in obtaining utility and other governmental services for the Property. Furthermore, the Parties stipulate that the successful consummation of this Agreement requires their continued cooperation.

10.10 This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute a single agreement.

10.11 The headings in this Agreement are for convenience and reference only and do not form a part of this Agreement or modify, interpret, or construe the Parties' understanding of this Agreement.

10.12 This Agreement may be reproduced by means of carbons, xerox process, or otherwise. Each such reproduction, if manually executed by the Parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

10.13 Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

10.14 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 Agreement shall be in writing and shall be delivered personally, e-mail, sent by recognized overnight delivery service

such as Federal Express, 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 and Rose, PC  
9501 W. Devon Ave., Ste. 702  
Rosemont, Illinois 60018  
mrose@drlawpc.com

If to Owner:

Paul R. Karasik  
479 Pleasant Avenue  
Highland Park, Illinois 60035

with a copy to:

Mark L. Karasik  
1590 Wedgewood Drive  
Lake Forest, Illinois 60045

If to Applicant:

PureSky Energy  
ATTN: Derek Moretz  
518 17th Street, Suite 950  
Denver, CO, 80202

with a copy to:

PureSky Energy  
ATTN: Legal Department  
518 17th Street, Suite 950  
Denver, CO, 80202

10.15 The Parties intend that this Agreement shall require the Parties to act in  
accordance with any and all applicable laws and regulations enacted by any other

governmental authority which are applicable to any action or activity undertaken by either party pursuant to, under, or in furtherance of this Agreement.

*[This Space Is Intentionally Omitted.]*

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed by their proper officers duly authorized to execute the same as of the Effective Date.

ATTEST:

By:



Ruth A. Scott

Title: Executive Assistant

ATTEST:

By:

  
Victoria P. Karasik

Title: Spouse

ATTEST:

By:

  
Kennah Searles

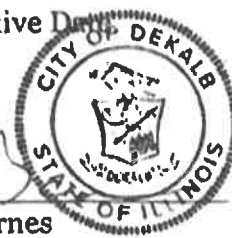
Title: Legal/Office Administrator

CITY OF DEKALB

By:

  
Cohen Barnes

Its: Mayor



OWNER

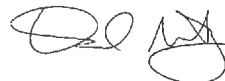
By:

  
Paul R. Karasik

Its: Manager

APPLICANT

By:



Derek Moretz  
PSE Huber IL Solar LLC

Its: Vice President, Development

**EXHIBIT A  
TO THE ANNEXATION AGREEMENT  
(LEGAL DESCRIPTION)**

## **Exhibit A**

### **Legal Description**

That part of the West Half of the Northeast Quarter of Section 20, Township 40 North, Range 4 East of the Third Principal Meridian, lying North of the right of way for the Chicago and Northwestern Railway Company and lying South of the North right-of-way of DeKalb-Malta Road, commonly known as Lincoln Highway (State Route 38), situated in the County of DeKalb, State of Illinois.

Address: 2036 W. Lincoln Highway

PIN: 08-20-200-002

Ordinance 2024-056

**EXHIBIT B  
TO THE ANNEXATION AGREEMENT  
(Concept Plan)**



Ordinance 2024-056

**EXHIBIT C  
TO THE ANNEXATION AGREEMENT  
(Annexation Ordinance)**



**APPROVING THE ANNEXATION OF CERTAIN PROPERTY LOCATED AT THE SOUTHWEST CORNER OF ILLINOIS ROUTE 38 AND JOHN HUBER PARKWAY TO THE CITY OF DEKALB, ILLINOIS (PSE HUBER IL SOLAR LLC).**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and 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**, PSE Huber IL Solar LLC, a Delaware limited liability company (the "Applicant"), is the contingent-contract lessee of property located at 2036 W. Lincoln Hwy., DeKalb, IL 60115, which is legally described in the attached and incorporated Exhibit A (the "Property") and the Plat of Annexation attached and incorporated Exhibit B (the "Plat of Annexation"); and

**WHEREAS**, the Property is owned by DeKalb-Lincoln Development Company, LLC, an Illinois limited liability company (the "Owner"), and

**WHEREAS**, pursuant to 65 ILCS 5/11-15.1-1, et seq., the City, the Applicant, and the Owner negotiated an Annexation and Development Agreement (the "Agreement") to: (1) annex the Property into the City's corporate limits; and (2) rezone the Property to Planned Development – Industrial District to permit a 5-megawatt ground mounted solar energy system (solar farm) and accessory uses; and

**WHEREAS**, the Property is: approximately 41.95 acres in size; located in unincorporated DeKalb County; and contiguous to the City's corporate limits; and

**WHEREAS**, pursuant to 65 ILCS 5/7-1-8, the Applicant filed with the City a written petition to annex the Property into the City's corporate limits that was signed and joined under oath by Owner and the two electors residing on the Property (the "Petition"); and

**WHEREAS**, the Property is not part of any public library district, and therefore, there is no need to provide written notice of the City's action to annex the Property to any public library district; and

**WHEREAS**, on October 24, 2024, the City gave due notice in writing of the City's action to annex the Property to the Board of Trustees of DeKalb Township, the DeKalb Township Supervisor, the DeKalb Township Highway Commissioner, the DeKalb Township Clerk, and the Board of Trustees of the DeKalb Fire Protection District as further described in the Affidavit of Service of Notice attached and incorporated as Exhibit C (the "Affidavit of Service of Notice"); and

**WHEREAS**, on November 12, 2024, upon due notice as provided by law, the City's corporate authorities held a public hearing on the Agreement before considering this ordinance; and

**WHEREAS**, on November 12, 2024, the City's corporate authorities adopted an ordinance approving the Agreement before considering this ordinance; and

**WHEREAS**, the City's corporate authorities find that annexing the Property into the City is in the City's best interests for the protection of the public health, safety, and welfare; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The recitals to this Ordinance are true, material, adopted and incorporated as Section 1 to this Ordinance.

**SECTION 2:** The City's corporate authorities, by a majority vote of those then holding office, grant the Petition, approve the annexation of the Property and all adjacent highways into the City, and approve the Plat of Annexation. The City's corporate authorities further authorize and direct that the recordable sized mylar of the Plat of Annexation be executed by the Mayor and attested to by the Executive Assistant.

**SECTION 3:** The City's corporate authorities authorize and direct the City Manager or designee to: (1) file this Ordinance, the Plat of Annexation, and the Affidavit of Service of Notice for recording with the DeKalb County Clerk and Recorder; (2) give notice by certified mail, return receipt requested, to all post office branches serving the Property and all election authorities having jurisdiction over the Property within thirty (30) days of the passage of this Ordinance; and (3) give notice, by certified mail, return receipt requested, of this annexation to the Illinois Department of Revenue, pursuant to 30 ILCS 115/2(b), within 30 days after the annexation.

**SECTION 4:** 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 City's corporate authorities that to the extent this Ordinance is inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 5:** 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 12<sup>th</sup> day of November 2024 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Walker, Barnes. Nay: None. Absent: Powell, Verbic. Second Reading waived by a 6-0-2 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Walker, Barnes. Nay: None. Absent: Powell, Verbic.



  
COHEN BARNES, Mayor

ATTEST:  
  
Ruth A. Scott, Executive Assistant

**EXHIBIT A**  
**(Legal Description of the Property)**

The Property is legally described as follows:

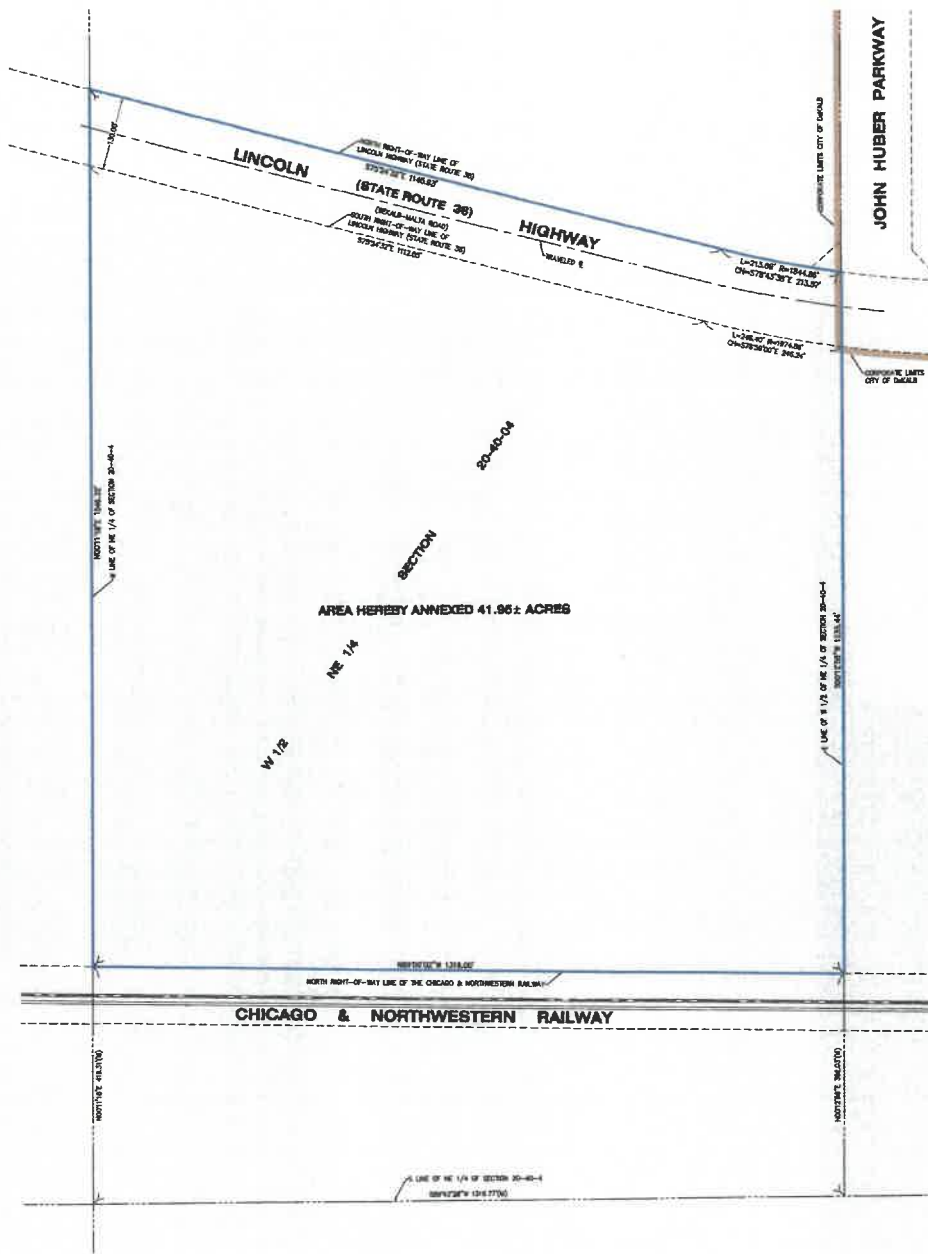
That part of the West Half of the Northeast Quarter of Section 20, Township 40 North, Range 4, East of the Third Principal Meridian, lying North of the right of way for the Chicago and Northwestern Railway Company and lying South of the North right-of-way of DeKalb-Malta Road, commonly known as Lincoln Highway (State Route 38), situated in the County of DeKalb, State of Illinois.

Common Address: 2036 W. Lincoln Highway  
PIN: 08-20-200-002

**EXHIBIT B**  
**(Plat of Annexation)**

# PLAT OF ANNEXATION

That part of the West Half of the Northeast Quarter of Section 20, Township 40 North, Range 4 East of the Third Principal Meridian, lying North of the right-of-way for the Chicago and Northwestern Railway Company and lying South of the North right-of-way of DuSable-Medina Road, commonly known as Lincoln Highway (State Route 36), situated in the County of DeKalb, State of Illinois.



LEGEND	
(D)	DEED
(M)	MEASURE
(R)	RECORDED



CLIENT: PURSURY ENERGY  
DRAWN BY: TNA CHECKED BY: APQ  
SCALE: 1"=100' SEC. 20, T. 40 N. R. 04 E.  
BASIS OF BEARING: 8 EAST ZONE NAD83 (2011)  
P.L.N.: 06-20-200-000  
JOB NO.: 250028  
FIELDWORK COMP.: 02/07/24 BY: P.N.  
A: DISTANCES MEASURED IN FEET AND DECIMALS. NOT IN CHAINS.  
DATE: 08/08/2024

2024009074

11/85-C

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

This is to certify that this Accurate Map of Territory Annexed is identified as that incorporated into and made a part of the City of DeKalb Ordinance No. 2024-057 adopted by the City Council of said City on the 14th day of November, 2024.

Mayor: Cohen Barnes Attest: Ruth A. Scott  
Executive Assistant

RECEIVED 11/14/2024 CERTIFICATE FOR CLIENT (P.N.)

STATE OF ILLINOIS ) S.S.  
COUNTY OF McHENRY)

I hereby state that we have plotted the premises above described, and that the plat hereon is a true representation of the said description.

This is not a Boundary Survey  
Dated at Woodstock, McHenry County, Illinois 8/20 A.D., 2024.  
Vanderstappen Land Surveying, Inc.  
Design Firm No. 164-008786

By: [Signature]  
Illinois Professional Land Surveyor No. 5867



**EXHIBIT C**  
**(Affidavit of Notice of Service)**

## **EXHIBIT C**

### **AFFIDAVIT OF SERVICE OF NOTICE OF INTENT TO ANNEX TO THE CITY OF DEKALB**

I, Dan Olson, attest that, as Planning Director of the City of DeKalb, I caused the attached notices of annexation to be served on the Board of Trustees of the DeKalb Fire Protection District, the Board of Trustees of DeKalb Township, the Supervisor of DeKalb Township, the Highway Commissioner of DeKalb Township, and the Clerk of DeKalb Township by mailing true and correct copies of the notice, by certified mail, to those individuals at the addresses set forth below their names on the 24<sup>th</sup> day of October, 2024, at 3:00 p.m. for the DeKalb Fire Protection District and on the 24<sup>th</sup> day of October, 2024, at 3:00 p.m. for DeKalb Township by depositing the copies in the United States Mail at 164 E. Lincoln Highway, DeKalb, Illinois, certified, postage prepaid.

I, Dan Olson, further attest that, as Planning Director of the City of DeKalb, I caused this Affidavit of Service of Notice of Intent to Annex to the City of DeKalb to be filed and recorded with the Recorder of Deeds of DeKalb County, Illinois.

### **CERTIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.



---

Dan Olson, Planning Director, City of DeKalb

**EXHIBIT D  
TO THE ANNEXATION AGREEMENT  
(Zoning Ordinance)**



**APPROVING THE ZONING PETITION OF PSE HUBER IL SOLAR LLC TO REZONE CERTAIN PROPERTY LOCATED AT THE SOUTHWEST CORNER OF ILLINOIS ROUTE 38 AND JOHN HUBER PARKWAY, DEKALB, ILLINOIS, TO THE "PD-I" PLANNED DEVELOPMENT INDUSTRIAL DISTRICT AND APPROVING A CONCEPT PLAN FOR THE DEVELOPMENT OF A 5-MEGAWATT GROUND MOUNTED SOLAR ENERGY FARM (SOLAR FARM) ON APPROXIMATELY 42 ACRES.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and 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**, PSE Huber IL Solar LLC, a Delaware limited liability company (the "Applicant"), is the contingent-contract lessee of property located at 2036 W. Lincoln Hwy., DeKalb, IL 60115, which is legally described in the attached and incorporated Exhibit A (the "Property"); and

**WHEREAS**, the Property is owned by DeKalb-Lincoln Development Company, LLC, an Illinois limited liability company (the "Owner"), and

**WHEREAS**, pursuant to 65 ILCS 5/11-15.1-1, et seq., the City, the Applicant, and the Owner negotiated an Annexation and Development Agreement (the "Agreement") to: (1) annex the Property into the City's corporate limits; and (2) rezone the Property from the "SFR1" Single-Family Residential District to the "PD-I" Planned Development – Industrial District; (3) permit a 5-megawatt ground mounted solar energy system (solar farm) and accessory uses as a permitted land use for the zoning of the Property; (4) approve the Concept Plan for a solar farm attached and incorporated as Exhibit B (the "Concept Plan"); (5) provide for the adoption of all other standards and regulations per the PD-I zoning district and Section 7.16.15 of the City's Unified Development Ordinance (the "UDO"); (6) permit continued residential use for the dwelling and residents living on the Property; (7) require the submission and approval of a Preliminary and Final Development Plan and a decommissioning plan with engineering and landscaping plans by the PZC and City Council pursuant to the UDO's procedures as a necessary precondition to the zoning entitlements provided by this Agreement; and (8) provide that any use or development of the Property shall conform to the "PD-I" Planned Development – Industrial District standards and the UDO's requirements for a solar farm and accessory uses, except as may otherwise be provided by this Agreement (collectively, the "Zoning Petition"); and

**WHEREAS**, on November 4, 2024, upon due notice as provided by law, the City's Planning and Zoning Commission (the "PZC") held a public hearing on the Zoning Petition, made findings of fact, and recommended the approval of the Zoning Petition; and

**WHEREAS**, on November 12, 2024, upon due notice as provided by law, the City's corporate authorities held a public hearing on the Agreement; and

**WHEREAS**, on November 12, 2024, the City's corporate authorities adopted ordinances approving the Agreement and the Property's annexation before considering this Ordinance; and

**WHEREAS**, the City's corporate authorities find that: (1) approving the Zoning Petition is in the City's best interests for the protection of the public health, safety, and welfare; (2) the PZC's findings of fact and recommendations are true, correct, adopted and incorporated by reference into this recital; and (3) the Zoning Petition conforms to the UDO's standards for a zoning map amendment, except as waived or excepted pursuant to this Ordinance, as follows:

### **III. STANDARDS FOR ZONING MAP AMENDMENT**

- 1. The proposed rezoning conforms to the Comprehensive Plan, or conditions have changed to warrant the need for different types of land uses in that area. The proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding areas trend in development.**

The 2022 Comprehensive Plan recommends the Property for Agricultural uses. Given the ability to utilize agricultural style fencing paired with vegetative screening and pollinator species planted throughout the solar farm, the development is similar to an agricultural use and doesn't drastically change the use and intent of the Property. The rezoning of the Property to the "PD-I" Planned Development – Industrial District meets the intent of the City's Comprehensive Plan and is compatible with the agricultural uses in the surrounding area.

In addition, the community solar farm will help expand the tax base through additional real estate taxes, as well as support community-oriented services, by serving residents of the community with local, renewable energy.

- 2. The proposed rezoning conforms to the UDO's intent and purpose.**

The rezoning of the Property to "PD-I" provides the opportunity to more directly shape the development, use, and appearance of the Property in accordance with the City's Comprehensive Plan. The Planned Development allows the developer and the City the flexibility to agree to a development plan and standards. The proposed rezoning request and development are in compliance with the UDO, except as otherwise provided by this ordinance. The proposal also meets the General Standard requirements for a Planned Development as described in Article 5.13.07 of the UDO.

- 3. The proposed rezoning will not have a significantly detrimental effect on the long-range development of adjacent properties or adjacent land uses.**

The proposed rezoning will not have a detrimental effect on the adjacent properties or land uses as it entitles the Property to a use that is complementary with the surrounding area. A 48-acre solar farm in the City along the north side of Gurler Road, east of S. 1st St. was constructed in 2023. Development of the solar farm did not negatively impact adjoining properties as a new truck sales and repair business was developed just north of the solar farm in 2024. In addition, a solar farm was approved on 49 acres of City owned property along Pleasant St. in 2022.

Surrounding land uses for the Property include mostly farmland with the NIU campus and high density residential further east. The proposed use benefits the community by providing a clean, emissions-free, and renewable energy source.

- 4. The proposed rezoning constitutes an expansion of an existing zoning district that, due to the lack of undeveloped land, can no longer meet the demand for the intended land uses.**

The Property is unincorporated and will be rezoned to the "PD-I", Planned Development Industrial District. Rezoning the Property to "PD-I" will allow for a well-designed project and the flexibility to develop the Property in a manner that will complement the surrounding area.

- 5. Adequate public facilities and services exist or can be provided.**

Adequate public services will be provided to the Property. Detention areas are proposed on the west and southeast portions of the Property. Water and sewer service is not required for the solar

farm. Access to the Property will be from a 20-foot-wide entrance located along the eastern portion of the Property. The solar facility will be surrounded by an 8' tall agricultural style fence.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The recitals to this Ordinance are true, material, adopted and incorporated as Section 1 to this Ordinance.

**SECTION 2:** Subject to the provisions of the Agreement and contingent upon the Applicant's compliance with the Agreement, the City's corporate authorities approve: (A) the Zoning Petition; (B) the rezoning of the Property from the SFR1 Single-Family Residential District to the "PD-I" Planned Development – Industrial District; (C) the Planned Development Standards attached and incorporated as Exhibit C (the "Development Standards"); (D) a 5-megawatt ground mounted solar energy system (solar farm) and accessory uses as a permitted land use for the zoning of the Property; (E) the Concept Plan; (F) the adoption of all other standards and regulations per the PD-I zoning district and Section 7.16.15 of the UDO; (G) the continuation of the residential use for the preexisting dwelling on the Property; and (H) the submission and approval of a Preliminary and Final Development Plan and a decommissioning plan with engineering and landscaping plans by the PZC and City Council pursuant to the UDO's procedures. Except as may otherwise be provided by the Agreement and this Ordinance, any use or development of the Property shall conform to the "PD-I" Planned Development – Industrial District standards and the UDO's requirements for a solar farm and accessory uses.

**SECTION 3:** The City's corporate authorities authorize and direct the City Manager or designee to amend the City's "Official Zoning Map" to depict the Property as located within the "PD-I" Planned Development – Industrial District.

**SECTION 4:** 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 City's corporate authorities that to the extent this Ordinance is inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 5:** 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 12<sup>th</sup> day of November 2024 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Walker, Barnes. Nay: None. Absent: Powell, Verbic. Second Reading waived by a 6-0-2 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Walker, Barnes. Nay: None. Absent: Powell, Verbic.



  
COHEN BARNES, Mayor

ATTEST:  
  
Ruth A. Scott, Executive Assistant

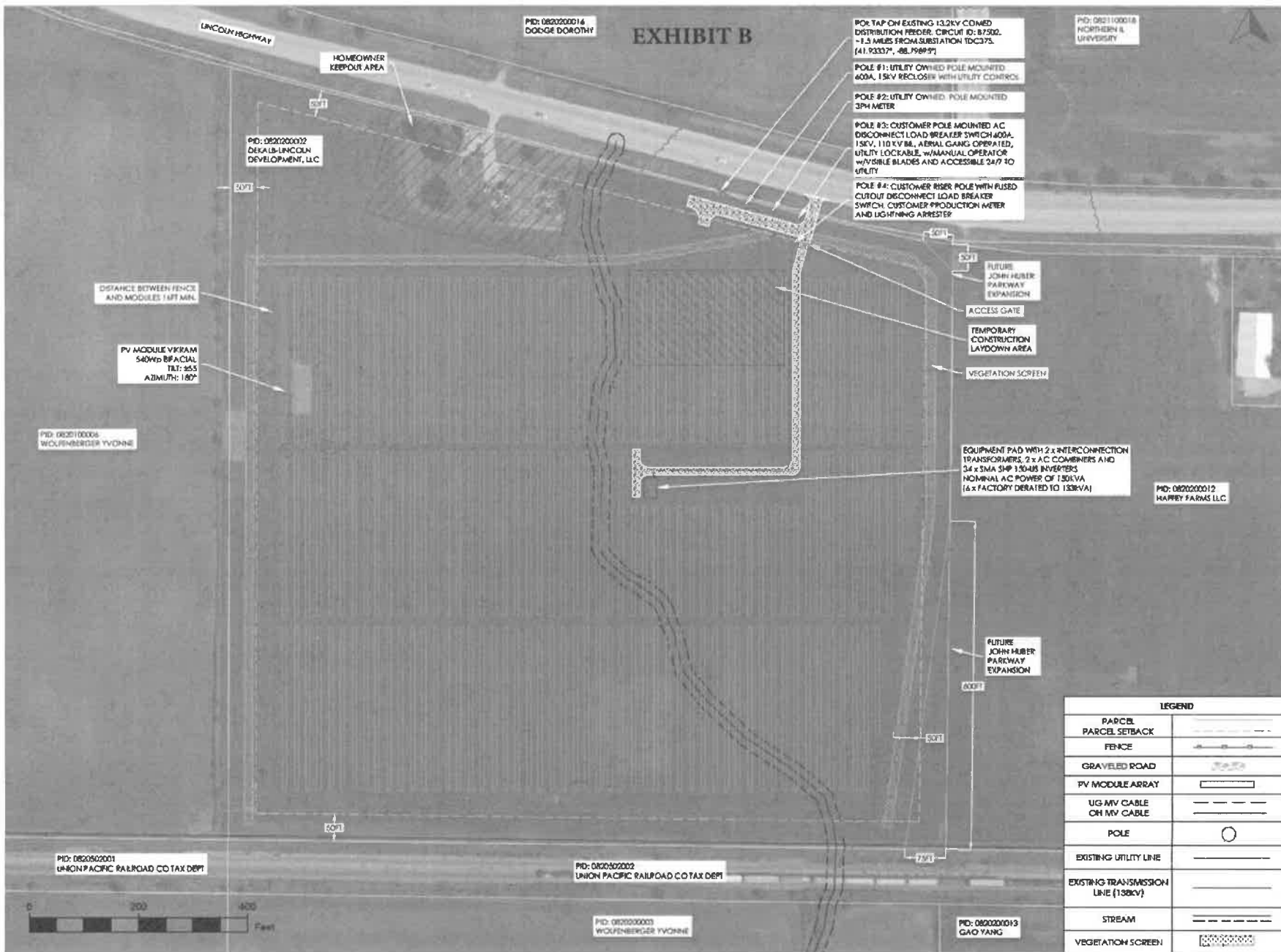
**EXHIBIT A**  
**(Legal Description of the Property)**



The Property is legally described as follows:

That part of the West Half of the Northeast Quarter of Section 20, Township 40 North, Range 4, East of the Third Principal Meridian, lying North of the right of way for the Chicago and Northwestern Railway Company and lying South of the North right-of-way of DeKalb-Malta Road, commonly known as Lincoln Highway (State Route 38), situated in the County of DeKalb, State of Illinois.

Common Address: 2036 W. Lincoln Highway  
PIN: 08-20-200-002

**EXHIBIT B**  
**(Concept Plan)**



NOT FOR CONSTRUCTION			
PARCEL ID: 0820200002			
PROPERTY OWNER: DEKALB-LINCOLN DEVELOPMENT, LLC			
ZONING JURISDICTION: DEKALB COUNTY			
TOWNSHIP: DEKALB			
PARCEL AREA: 438 ACRES			
PRELIMINARY AREA OF DISTURBANCE: 430 ACRES			
PRELIMINARY AREA OF ABATT: 422 ACRES			
ACCESS ROAD LENGTH: 1142 FT			
EXISTING IMPERVIOUS SURFACE AREA: 16240 FT²			
SITE SUMMARY			
AC POWER	4.998MW/4.998MVA		
DC POWER	6.458MWp		
PV INVERTERS	34 x SMA SHP 150-US NOMINAL AC POWER 50KVA (6 x DERATED TO 133KVA)		
PV MODULES	11,960 (VIXRAM, PARADEA) WHICH 72.540.05 540W		
PV RACKING	SINGLE-AXIS TRACKING TILT: 25° AZIMUTH: 180°		
SITE COORDINATES	41.93142°, -86.80009°		
NOTES:			
1. ALL UTILITY AND CUSTOMER OWNED POLES ARE AT LEAST 50 FT APART FROM EACH OTHER (CENTER-TO-CENTER)			
DEVELOPER	<div> PureSky Energy</div> <div>514 E 7th Street, Suite 100, Denver, CO 80202 United States Tel: +1 303 655 1802 www.pureskyenergy.com</div>		
CLIENT	<div></div>		
THIS DOCUMENT IS AN INSTRUMENT OF PROFESSIONAL SERVICE AND IS VALID ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED ON THE COVER SHEET OF THIS DOCUMENT. IT IS NOT VALID FOR ANY OTHER PROJECT OR SITE.			
REV	DESCRIPTION	DATE	BY
00	ISSUED FOR REVIEW	02/02/24	JC
01	SITE PLAN REVISIONS	02/04/24	BSS
CLIENT:			
PSE HUBER IL SOLAR LLC			
PROJECT ADDRESS:			
2036 W LINCOLN HWY, DEKALB, IL 60115			
DRAWING TITLE:			
IX SITE PLAN			
DRAWING NO.			
E-00			
DRAWN: JC	DATE: 1/8/01/24	SHEET: 1 of 4	
CHECKED: JC	DATE:		

**EXHIBIT C  
(PLANNED DEVELOPMENT STANDARDS)**

**Permitted Uses:**

5-megawatt ground mounted solar energy system (solar farm) and accessory uses.

Continuation of the preexisting residential use for the existing dwelling located on the Property.

**Bulk Regulations/Landscaping/Open Space:**

Setbacks, building lines, site coverage, building dimension limitations, height restrictions, parking, landscaping and other similar restrictions and regulations shall meet those standards as set forth in the "PD-I" District of the UDO and Article 7.16 Solar Energy Systems (SES) of the UDO.

An eight (8) foot tall agricultural style fence is permitted around the perimeter of the Property.

**Exceptions**

The Property shall be excepted from the UDO's provisions for sanitary sewer (Article 10.02 of the UDO) and water supply (Article 10.03 of the UDO), so long as the existing septic sanitary system and well water service are reasonably maintained and the Property continues to be used as a solar farm.

**Preliminary and Final Development Plan Review:**

A Preliminary and Final Development Plan shall be submitted and reviewed by the City's Planning & Zoning Commission and City Council pursuant to the procedures in the UDO. The Plans should include an engineering, landscaping and decommissioning plan. The landscape plan shall show additional vegetation along Rt 38 exceeding the UDO requirements.

Applicant shall as part of the Final Plan and permitting requirements prepare and submit a Plat of Subdivision which is to include both a subdivision of the proposed corner clip in the northeast corner of the parcel and a roadway and utility easement along the southeast portion of the parcel. These are understood to accommodate future roadway extension and accompanying railroad overpass for John Huber Parkway and to generally conform with Exhibit B (Concept Plan). The subdivided corner clip shall be conveyed to the DeKalb Township Highway Department as a fee simple separate parcel at no cost. The easement language will contemplate the exclusive use of the easement by DeKalb Township Highway Department or City of DeKalb for any roadway uses and their standard appurtenances, as well as utilities as permitted by the jurisdictional authority. Until the use and modification of the easement area for roadway uses it may be utilized by the Owner for solar power generation activities. Any facilities impeding roadway use will be removed by the owner at their expense within 180 days written notice from the City of DeKalb. The setback from the edge of the easement for solar generating activities shall be 10 feet at minimum.



2024009075

**TASHA SIMS**

**RECORDER - DEKALB COUNTY, IL**

**RECORDED: 12/9/2024 08:47 AM**

**REC FEE: 55.00**

**PAGES: 40**

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

POOR ORIGINAL OR CONTAINS COLORED INK  
RECORDER NOT RESPONSIBLE  
FOR REPRODUCTION

**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 2024-056**

**AUTHORIZING AN ANNEXATION AND DEVELOPMENT AGREEMENT  
WITH PSE HUBER IL SOLAR LLC FOR PROPERTY LOCATED AT THE  
SOUTHWEST CORNER OF ILLINOIS ROUTE 38 AND JOHN HUBER  
PARKWAY, DEKALB, ILLINOIS.**

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, on the 12<sup>th</sup> day of November 2024.

**WITNESS** my hand and the official seal of said City this 6<sup>th</sup> day of December 2024.



**RUTH A. SCOTT**, Executive Assistant/Recording Secretary

Prepared by: *Return to:*

City of DeKalb  
164 E. Lincoln Highway  
DeKalb, Illinois 60115



**MEMORANDUM OF UNDERSTANDING REGARDING THE PSE HUBER II  
SOLAR LLC ANNEXATION AND DEVELOPMENT AGREEMENT**  
(2036 W. Lincoln Hwy.)

This Memorandum of Understanding (the "MOU") regarding the Annexation and Development Agreement dated November 12, 2024 (the "Agreement") regarding 2036 W. Lincoln Hwy. is entered as of January 22, 2024 (the "Effective Date"), by and among the City of DeKalb, an Illinois municipal corporation (the "City"), DeKalb-Lincoln Development Company, LLC, an Illinois limited liability company (the "Owner"), and the DeKalb County Highway Department (the "County Engineer"), who agree as follows:

1. Section 8.i of the Agreement should be clarified to provide in addition that: "The Property's owner may maintain the use and occupancy of the Property's sanitation facilities that are in existence as of the Effective Date and without complying with Article 10.02 of the UDO (sanitary sewers), as may be amended from time to time, pursuant to the provisions of this Agreement; provided, however, that the Property's owner shall: (1) reasonably maintain said septic sanitation facilities; and (2) comply with the UDO's provisions for sanitary sewers if the Property is no longer used as a solar farm and the Owner seeks further development beyond the existing residential dwelling on the Property."

2. Section 8.2 of the Agreement should be clarified to provide in addition that: "The Property's owner may maintain the use and occupancy of the Property's water system facilities that are in existence as of the Effective Date including, but not limited to, the existing well water service, without complying with Article 10.03 of the UDO (water supply), as may be amended from time to time, pursuant to the provisions of this Agreement; provided, however, that Owner shall: (1) reasonably maintain said water system facilities; and (2) comply with the UDO's provisions for water supply if the Property is no longer used as a solar farm and the Owner seeks further development beyond the existing residential dwelling on the Property."

3. Sections 3.1 and 9.1 of the Agreement, as well as the Planned Development Standards, "Preliminary and Final Development Plan Review", in Exhibit C of the Zoning Ordinance that is Exhibit D to the Agreement, should be clarified to provide in addition that: "The area dedicated for easement may be used for permitted development purposes until notice is made by the City or DeKalb County Highway Department. Such uses shall exclude erection of structures for occupancy, crucial connections for utility services, or irreplaceable private roadway facilities for access/circulation. Area shall be vacated for use within 180 days of written notification for conversion to roadway uses. At the time of notice, an offer for compensation will be included following the Illinois Department of Transportation approved standards and guidelines for Land Acquisition including an appraisal by a licensed third-party appraiser."

4. Except as may otherwise be clarified by this MOU, the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties sign this MOU as of the Effective Date.

ATTEST:

By: [Signature]

Title: Exec Asst.

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: May R. Richardson

Title: Support Services Manager

**CITY OF DEKALB**

By: [Signature]

Its: City Manager

**OWNER**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**COUNTY ENGINEER**

By: [Signature]

Its: County Engineer, DeKalb Co.

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF DEKALB**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

By: Victoria P. Karasik

Title: Spouse

**OWNER**

By: Paul R. Karasik

Its: Manager

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY ENGINEER**

By: \_\_\_\_\_

Its: \_\_\_\_\_