I, LYNNA A. FAZEKAS, do hereby certify that I am the duly appointed City Clerk of the City of DeKalb, DeKalb County, Illinois, and as such officer, I am the keeper of the records and files of the City Council of said City.

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

ORDINANCE 2019-002

AUTHORIZING A ZONING MAP AMENDMENT FROM THE “HI” HEAVY INDUSTRIAL DISTRICT TO THE “PD-I” PLANNED DEVELOPMENT – INDUSTRIAL DISTRICT AND APPROVAL OF A PLANNED DEVELOPMENT PRELIMINARY PLAN FOR A COMMUNITY SOLAR GARDEN TO BE LOCATED ALONG THE NORTH SIDE OF GURLER ROAD, APPROXIMATELY 500 FEET EAST OF SOUTH FIRST STREET (SUNVEST SOLAR, INC.), DEKALB, ILLINOIS.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 28th day of January 2019, and the original is now on file at the City of DeKalb Municipal Building.

WITNESS my hand and the official seal of said City this 8th day of February 2019.

LYNN A. FAZEKAS, City Clerk

Prepared by and Return to:
City Clerk’s Office
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
ORDINANCE 2019-002  PASSED: JANUARY 28, 2019

AUTHORIZING A ZONING MAP AMENDMENT FROM THE “HI” HEAVY
INDUSTRIAL DISTRICT TO THE “PD-I” PLANNED DEVELOPMENT –
INDUSTRIAL DISTRICT AND APPROVAL OF A PLANNED
DEVELOPMENT PRELIMINARY PLAN FOR A COMMUNITY SOLAR
GARDEN TO BE LOCATED ALONG THE NORTH SIDE OF GURLER
ROAD, APPROXIMATELY 500 FEET EAST OF SOUTH FIRST STREET
(SUNVEST SOLAR, INC.), DEKALB, ILLINOIS.

WHEREAS, the City of DeKalb is a home rule municipality with the power and authority
conferred upon it by the Illinois Municipal Code and the Constitution of the State of Illinois; and

WHEREAS, SV CSG South DeKalb 1 and 2, LLC represented by Bill French of SunVest
Solar, Inc. (herein referred to as “Applicant”), are requesting approval of a Zoning Map
Amendment from the “HI” Heavy Industrial District to the “PD-I” Planned Development –
Industrial District and approval of a Planned Development Preliminary Plan for the
development of two 2-megawatt community solar gardens; and

WHEREAS, pursuant to proper legal notice, a public hearing was conducted by the
Planning and Zoning Commission on November 7, 2018; and

WHEREAS, the City and Applicant have conducted all required public hearings before
the Planning and Zoning Commission of the City of DeKalb for the rezoning for the Subject
Property, and have otherwise satisfied all conditions precedent to the adoption of this
Ordinance; and

WHEREAS, the City Council has reviewed and adopts the following findings of fact of the
Planning and Zoning Commission of the City of DeKalb, finds that the proposed rezoning
is in conformance with the applicable zoning factors contained therein, and finds that
approval of the rezoning for the Subject Property is in the public interest and promotes
the public health, safety and welfare;

STANDARDS OF REZONING

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 2005 Comprehensive Plan recommends the subject site for Light Industrial uses. The
proposed uses will be consistent with other permitted uses within the Industrial zoned
districts in the Unified Development Ordinance (UDO). The applicant has indicated the
site has been marketed for almost 20 years and there has been little interest by industrial users.

2. The proposed rezoning conforms to the intent and purpose of the Unified Development Ordinance.

Re-zoning of the subject site to the PD-I District will allow the project to comply with the regulations of the UDO except for waivers for fences, lighting requirements, landscape requirements and streets, sidewalks and subdivision design. The waivers are justified based upon the nature of the community solar garden infrastructure and development. The PD-I District designation will offer the City more control over the future development of the site including utility extensions.

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 zoning and land use are consistent and compatible with the surrounding area and Comprehensive Plan. A large tire distribution center lies to the east of the site and agricultural uses are to the south and west of the subject property. To the north is a stormwater detention facility owned by the City of DeKalb and a variety of industrial, commercial and warehouse uses. The proposed solar garden arrays will be adequately setback from Gurler Road and adjacent properties. A landscape buffer of shade/ornamental trees, evergreen trees and shrubs will be installed along Gurler Road and at the western portion of the site to help screen the solar arrays from Gurler Road and an adjacent single-family home. The applicant provided a property value impact study concluding that solar gardens do not have a negative effect on surrounding property values. In addition, the proposed use is a renewable energy source that will be a benefit to the City and area.

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 subject property is proposed for "PD-I" Planned Development – Industrial zoning. The "PD-I" District will allow the property to be used for uses that will be compatible with the surrounding area and consistent with the Comprehensive Plan recommendations.

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

An existing 16-inch water main lies to the east of the site along the north side of Gurler Road will be extended onto the far southeastern portion of the site. The developer will be required to secure 50% of the installation of the cost of a 16-inch water main across the subject property’s frontage along Gurler Road. Due to the proposed large expanse of native plantings and little impervious surface, stormwater detention is not required for the site at this time. The developed solar farm condition will have net stormwater runoff that is either equal to the existing or within the range the detention pond to the north was
designed to handle from the subject parcel. The future development of any industrial uses on the north side of the site will require a re-evaluation of stormwater needs.

STANDARDS FOR PLANNED DEVELOPMENT

General Standards: The approval of the Development Plan may provide for such exceptions from the regulations associated with traditional zoning districts as may be necessary or desirable to achieve the objectives of the proposed planned development. However, such exceptions shall consistent with the City's Comprehensive Plan and the standards contained in this Section and have been specifically requested in the application for a planned development; and further, that no planned development shall be allowed which would result in:

1. Inadequate or unsafe access to the planned development;

Access will be provided off Gurler Road via a 12-foot wide asphalt drive. There is little need for access to the site and there will only be occasional maintenance vehicles entering the property. Public access is not proposed for the site.

2. Traffic volumes exceeding the anticipated capacity of the proposed major street network in the vicinity;

A traffic analysis was provided by the applicant indicating the traffic volumes to the subject site will be very minimal. Traffic during the construction phase will use Gurler Road and parking for about 15 construction workers will be provided on the site.

3. An undue burden on public parks, recreation areas, schools, fire and police protection and other public facilities which serve or are proposed to serve the planned development;

The DeKalb Park District, DeKalb School District #428 and the City of DeKalb Police and Fire Departments have all reviewed the plans and do not object to the proposed use. The DeKalb Fire Department approves of the plan subject to the extension of the drive along the east side of the site and the installation of a Knox system at the gates. The proposed use is a renewable energy source that will be a benefit to the City and area.

4. A development which will be incompatible with the intent and purposes of this Ordinance;

The applicant is requesting Planned Development Zoning, which allow the City to approve regulations that will control the zoning, development and maintenance, operations and other property improvement related issues. The Planned Development offers the City more control over the project and its future development (e.g. utility extensions). Waivers to the UDO are requested for fencing, lighting requirements, landscape requirements and streets, sidewalks and subdivision design, which are justified based upon the nature of the development.
5. Detrimental impact on surrounding area including, but not limited to, visual pollution;

The proposed zoning and land use are consistent and compatible with the adjacent properties and the Comprehensive Plan. The proposed rezoning should not have a detrimental effect on the adjacent properties or land uses. The proposed use will be adequately setback from Gurler Road and adjacent properties and a landscape buffer will be installed along Gurler Road and at the western portion of the site to help screen the solar arrays. The applicant provided a property value impact study concluding that solar gardens do not have a negative effect on surrounding property values. There will be no noise pollution generated from the proposed use.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL of the City of DeKalb, Illinois as follows:

SECTION 1. The recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Ordinance.

SECTION 2. This Ordinance is limited and restricted to the Subject Property legally described as follows:

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, 230.00 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, 30.00 FEET TO THE POINT OF BEGINNING, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL TWO:

SECTION 3. A Zoning Map Amendment from the “HI” Heavy Industrial District to the “PD-I” Planned Development – Industrial District and approval of a Planned Development Preliminary Plan for a community solar garden to be located along the north side of Gurler Road, approximately 500 feet east of South 1st Street is hereby granted for the Subject Property per the Development Standards and conditions listed in the Planned Development Agreement attached hereto as Exhibit A (“the Agreement”). The Agreement is expressly approved hereby, subject to such minor revisions as shall be acceptable to the Mayor with the recommendation of City staff.
SECTION 4. Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and affect the same as if the invalid provision had not been a part of this Ordinance.

SECTION 5. That all provisions of the Unified Development Ordinance shall remain in full force and effect and this Ordinance shall take effect upon its passage and approval according to Law. The City Clerk or designee shall record a copy of this Ordinance included herein after execution of this Ordinance.


ATTEST:

LYNN A. FAZEKAS, City Clerk
JERRY SMITH, Mayor
EXHIBIT A

Prepared By and Return To
City of DeKalb
ATTN: City Attorney
200 S. Fourth Street
DeKalb, IL 60115

SUNVEST SOLAR
PLANNED DEVELOPMENT AGREEMENT
CITY OF DEKALB
This Planned Development Agreement (the "Agreement") is made and entered the 4th day of February 2018, by and among the City of DeKalb, an Illinois municipal corporation located in DeKalb County, Illinois, (the "City"), and Midland IRA, Inc., FBO James Planey, ROTH #1633257, (the "Owner"). The City and the Owner are collectively referred to as "Parties" and individually referred to as a "Party."

RECIDALS

A. The Owner is the contract purchaser of record of approximately 36.34 contiguous acres of real property situated near the northeast intersection of South First Street and Gurler Road in the City of DeKalb, DeKalb County, Illinois, which property is legally described on Exhibit A attached hereto and incorporated herein by reference as the "Property".

B. The Property is presently unimproved. The Property is proposed to be developed in accordance with the plans attached hereto as Group Exhibit B ("the Plans"), except as such plans are required to be modified under the terms of this Agreement, to include the construction of a solar energy generation facility, the construction of the access roads depicted in the Plans, and similar improvements.

C. The Parties acknowledge that the configuration and use of the property creates unique planning and development impacts for the City of DeKalb, and that thus the only way of accommodating the proposed development would be to utilize Planned Development-Industrial ("PD-I") zoning. The Parties further acknowledge that use of PD-I zoning requires a development agreement to provide definition of the terms and requirements of the zoning district, and that this Agreement has been entered into to provide such definition. Based upon the size of the Property and nature of the proposed development, the Property cannot comply with any existing zoning designation but for a PD-I designation.

D. The City and the Owner thus have negotiated and have voluntarily entered into this Agreement for purposes of enabling the development of the Property consistent with the Plans and this Agreement.

E. The City acknowledges that the Owner's proposed use of the Property as set forth in this Agreement, will be compatible with and will further the planning objectives of the City and that the development of the Property to the City will be of benefit to the City, will permit orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents. The Owner acknowledges that the City is not required to rezone the Property as PD-I, and that the City's agreement to rezone the Property in accordance with the provisions of this Agreement, and to otherwise perform the City's obligations under this Agreement constitutes valuable, bargained-for consideration that benefits the Owner and the Property.

F. The City acknowledges and the Owner agrees that the PD-I, as provided under the City of DeKalb Unified Development Ordinance (the "UDO") will be the most appropriate zoning classification for the development of the Property.

G. Pursuant to notice, as required by statute and ordinance, public hearings were held by the City’s Planning and Zoning Commission on the requested zoning of the Property, and the findings of fact and recommendations made by said body relative to such requests have been forwarded to the Corporate Authorities.
H. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement and the rezoning of the Property have been given, made, held and performed by the City as required by the Illinois Municipal Code, and all other applicable statutes, and all applicable ordinances, regulations and procedures of the City.

I. The Corporate Authorities have duly considered all necessary matters to enter into this Agreement, have considered the recommendations of the City’s Planning and Zoning Commission in connection with the proposed zoning of the Property and have further duly considered the terms and provisions of this Agreement and have authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

ARTICLE I: INCORPORATION OF RECITALS

The Parties acknowledge that the statements and representations contained in Paragraphs A through I, both inclusive of the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I.

ARTICLE II: ZONING OF THE PROPERTY

A. Zoning and Density Restrictions:

1. Conditional Zoning Approval: This Agreement, the requirements hereof, and the rezoning contemplated herein, are contingent upon the Owner obtaining required approvals from the State of Illinois for the installation of the solar energy facilities discussed herein within one (1) year of the date of approval of this Agreement by the City. The Parties acknowledge that the State of Illinois may approve only one of the two proposed solar energy facilities, and that if only one solar energy facility is approved, that will satisfy this contingency. That one-year period may be extended by mutual agreement of the Parties, with City approval through a Resolution to that effect, for a like one-year period without requirement of any further hearing. Owner shall provide the City with written evidence of the approval of the site by the State in form and content satisfactory to the Community Development Director, who is thereafter authorized to provide written notice that the rezoning has taken effect. Should the Director find that the written notice is insufficient, the Director shall refer the matter to the City Council for review and approval. Should the Owner fail to give notice within the one-year period (or any approved extension thereof), this 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) below.

   a. If the conditions outlined above are satisfied, Owner shall, within forty-five (45) days of the date of such satisfaction, tender to the City a Final Plat in accordance with all conditions of this Agreement, which Final Plat shall be modified to meet the requirements of this Agreement as determined by the Community Development Director, and thereafter promptly recorded. There shall be no requirement of further public hearing or consideration by the Planning and Zoning Commission or City Council with respect to final plat approval, provided that the terms of this Agreement are complied with.

   b. Prior to approval of the Final Plat, Owner shall post a letter of credit in form and content acceptable to the Community Development Director, securing the entirety of the water main contribution payment obligation contemplated in Article IV(A)(1)(A) below.
2. **Amended Zoning:** Should proper written notice be received and approved as described in Article II(A)(1) above, the Property shall thereafter be rezoned to Planned Development – Industrial zoning (PD-I). The Property is approved for the construction of a solar energy generation facility and a lot designated for future industrial use in compliance with the plans attached hereto as Group Exhibit B ("the Plans"). No further expansion, subdivision or modification of the Property shall be permitted except in compliance with the terms of this Agreement.

3. **Lot 3 Rezoning:** While Lot 3 shall be rezoned to PD-I in accordance with Article II(A)(3) above if the proper notice is provided, no development of Lot 3 shall be permitted except following the approval of an amendment to this Agreement on terms and conditions mutually acceptable to the Parties. The approval of such an Amendment shall be processed as a Major Amendment under Article II(I)(2), below, with a recommendation from the Planning and Zoning Commission and approval from the City Council. The proposed final plat for such area shall be subject to review and approval by the City through such Major Amendment process and an amendment to this Agreement.

**B. Permitted Uses:**

Lots 1 and 2 shall be exclusively utilized for a solar energy generation facility in accordance with the Plans, and no other improvements or uses shall be permitted thereupon without an amendment to the zoning and this Agreement, on terms and conditions acceptable to the Parties.

The permitted uses for Lot 3 shall be those provided in the Heavy Industrial (HI) zoning classification of the UDO.

Uses incidental to the permitted use as described above shall be permitted where authorized by this Agreement or where approved by the Community Development Director or designee in writing, in the Director’s sole and absolute discretion.

**C. Prohibited Uses:**

The Prohibited Uses shall be:

- Acetylene gas manufacture;
- Acid manufacture;
- Adult oriented uses; adult bookstores or other establishment displaying, leasing, trading, selling pornographic materials as defined in the UDO, whether as a principal use or accessory to an allowed principal use;
- Ammonia, bleaching powder or chlorine manufacturer;
- Animal boarding;
- Arsenal;
- Asphalt manufacture or refinement;
- Auto title loan or post-dated check or payday loan facility or equivalent
- Auto wrecking, junk storage, towing services or impound yards;
- Automobile or motor vehicle/recreational vehicle/implement repair, service, sales, rentals or maintenance;
- Bar, tavern, package liquor store, dance hall or any other facility;
- Bank, credit union or savings and loan;
- Blast furnaces (provided, this does not apply to operations ancillary to indoor manufacturing);
n. Car washes, drive-thrus;
o. Cement, lime, gypsum or plaster of paris manufacture;
p. Cemeteries, mausoleums, funeral homes and mortuaries;
q. Commercial excavation of building or construction materials, except in construction;
r. Community residences, group homes, rooming houses or residential uses of any kind, provided that this shall not prohibit hotels or similar transient lodging facilities renting sleeping facilities for temporary guests for stays not exceeding thirty (30) days;
s. Contractor offices associated with onsite storage of vehicles, supplies or equipment, building material or equipment sales, building or equipment service or maintenance offices, or the equivalent;
t. Creosote manufacture or treatment;
u. Currency exchange, money wiring, check cashing facility or equivalent;
v. Distillation of bones, coal or wood;
w. Dollar stores, discount department stores, or wholesale establishments;
x. Drug paraphernalia or “head shop” or a retail establishment that permits the sale of drug paraphernalia as defined by City Code or state law, or other similar establishment that sells glassware or items which are designed for or intended to be utilized for the ingestion or consumption of items intended to be burned and ingested, whether sold for such purpose or sold as ‘art’ or glassware;
y. Explosives or fireworks manufacture or storage;
z. Fat rendering;
aa. Fertilizer manufacture;
bb. Fire, bankruptcy sale, wholesale, overstock auction house or their equivalent;
c. Forge plants (provided, this shall not apply to metal stamping operations);
d. Garbage, offal or dead animals, reduction or dumping;
e. Gas manufacture;
ff. Glue, size or gelatin manufacture;
gg. Landfill;
hh. Junk yards and recycling facilities and garbage/waste transfer or sorting facilities;
ii. Massage parlor;
jj. Oil drilling, water drilling, oil refining, quarrying, or mining operations, and all construction incident thereto;
k. Ore reduction;
l. Outdoor, drive-thru or standalone automatic teller machines (except for ATMs wholly concealed within the primary structure on the Property and accessible only from within the structure).
mm. Paint manufacture;
n. Parking lots, as a principal use;
o. Pawn shops;
p. Penal, correctional and other institutions necessitating restraint of inhabitants;
qq. Refinement or storage in bulk of petroleum or its products, provided that nothing shall prohibit storage of petroleum products ancillary to automotive or automotive product warehousing operations;
rr. Retail tobacco store as defined in Chapter 64 of the City Code or any establishment that permits the indoor consumption of any product regulated under Chapter 64 of the City Code;
s. Rolling mills;
t. "Second-hand", resale or consignment store;
u. Smelting of tin, copper, zinc or iron ores;
v. Stone mills or quarries;
ww. Stockyard or slaughter of animals or fowls;
xx. Tanning, curing or storage of raw hides or skins;
yy. Tattoo, body art or body modification related uses; and,
zz. Any use not expressly identified as a Permitted Use herein.

D. **Special Uses:**
   
   As per Section II(B), there are no special uses for those portions of the Property outside of Lot 3, other than the approval of this PD-I zoning as restricted herein. Lot 3 shall have special uses as provided for in the HI zoning district.

E. **Parking Provisions:**
   
   All parking shall comply with applicable provisions of the UDO.

F. **Permitted Outdoor Storage:**
   
   Outdoor storage shall only be permitted in accordance with the UDO.

G. **Setbacks and Building Lines:**
   
   Setbacks, building lines, floor area ratios, building dimension limitations, height restrictions and other similar lot/building size/shape restrictions and regulations shall meet those standards as set forth in the UDO for the HI zoning district. As noted above, no development of Lot 3 shall be permitted except after approval of an amendment to this Agreement.

   Lots 1 and 2 of the Property approved for the construction of a solar energy generation facility shall be developed in compliance with the Plans attached hereto as Group Exhibit B.

H. **Design and Appearance Provisions:**

   For Lot 3, and in the event uses on Lots 1 and 2 become anything other than a solar garden by amendment to this agreement, 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 Community Development Director. If the Director 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.

   Following the installation of such materials, the Owner shall maintain such materials (including the exterior of the building, landscaping, parking areas and other portions of the Property) in good condition and shall take appropriate actions necessary to prevent the deterioration of the Property or its appearance, excepting ordinary wear and tear that does not violate applicable property maintenance codes. The failure to maintain any building façade, architectural improvements, landscaping or other aesthetic components of the Property that are either described herein or contemplated by future designs or approvals shall constitute a violation of the zoning authorization provided under the PD-I designation contemplated herein.

   Any ground or building-mounted signs will require approval by the Community Development Director and must comply with the applicable provisions of the UDO.

I. **Revisions to Plans:**

   Approval of this Agreement shall constitute conditional approval of the following described plans, subject to modification in accordance with the terms of this Agreement:
• Preliminary Plat dated 11-9-18 prepared by Wendler Engineering
• Sheets PV1 Site Plan, PV2 Racking Detail, PV3 Fence Detail, E1 Single Line, E2 Switchgear Detail, E3 Equipment Documents, and E4 Fence Signage all for Midland IRA CSG 1 and 2 dated 11-6-18 prepared by New Energy Equity
• Landscape Plan for Midland IRA CSG 1 and 2 dated 11-9-18 prepared by the Lannert Group
• The foregoing are attached hereto as Group Exhibit B, and referenced above as the “Plans”.

All such plans shall be revised to fully comply with the following requirements:

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, site plan and landscape 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 Community Development Director.

5. The landscape plans 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 subject property. Approval of the Final Plat and recording of the same shall be delayed pending the conditional zoning process described in Article II(A)(1) above.

The Community Development Director is thereafter authorized to review and approve such plans (if conforming to the conditions of approval), and to append the revised Final Plans to this Agreement, prior to recording of this Agreement as more fully described below. If such plans do not comply with the terms of this Agreement, the Community Development Director shall determine whether the plans shall be processed as a Minor Amendment or Major Amendment as provided below. The determination as to whether such plans require a Minor Amendment or Major Amendment shall be in the reasonable discretion of the Community Development Director. Any reference to “Plans” as contained herein shall be interpreted to refer to the final plans approved by the City as being in compliance with the terms and conditions of this Agreement, and shall be read to reflect the last date of revision of the City-approved plans.

1. **Minor Amendments:** In the event that, following approval of this agreement and prior to the issuance of a temporary or final certificate of occupancy, the Owner identifies minor revisions required to the Final Plans, the Owner may request review and approval of said minor revisions at
the staff level. In the event that the Community Development Director agrees that the requested revisions are consistent with the zoning and use restrictions imposed herein, do not fundamentally alter the nature or configuration of the Property and are otherwise appropriate for review and approval at the staff level, the Director may review and approve such minor revisions. In the event that the Community Development Director does not reach that conclusion, the Director shall refer such plans for recommendation by the Planning and Zoning Commission and for review and consideration of approval by the City Council. If a change is processed as a minor change and is subject to staff review, any condition or denial imposed during the staff review may be appealed to the City Council by Owner’s request to have the same be considered a major amendment.

2. **Major Amendments:** Review and approval/denial of any such requested changes proposed by the Owner shall be reviewed by the Community Development Director to determine whether such changes constitute a major or minor change. Any proposed change treated as a major amendment to the proposed development shall require a public hearing before the City’s Planning and Zoning Commission along with its review and recommendation, and City Council review and approval/denial. Application packet submittal requirements for a major amendment shall be as determined by the Community Development Director.

J. **Exceptions to UDO:**

The 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 Plans. Alternatively, at the discretion of the Community Development Director 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 in its stead, in a configuration and design acceptable to the Director.

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 for Midland IRA CSG 1 and 2 dated 11-9-18 prepared by the Lannert Group (or any amendments thereto approved by the Community Development Director).

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.

K. **Rezoning of Property:**

The Parties agree that, for a period of forty (40) years from the date of execution of this Agreement, the Property shall not be rezoned to any zoning other than that imposed under this Agreement without the approval of the CITY and the OWNER, with such rezoning requiring consent from the CITY in the sole and absolute discretion of the CITY and OWNER without regard to statutory or common law zoning requisites and the agreement of the CITY and the OWNER to an amendment of this Agreement on terms and conditions mutually acceptable to the CITY and the OWNER, and further agree that the approvals described in this Agreement are based upon the Owner and Owner’s agreement with the zoning imposed under this Agreement. The Parties further agree that in the event the Owner seeks a rezoning or alteration
of the zoning standards applicable to the Property, any provisions in the UDO contemplating a defined time period for review, comment or approval of a zoning application shall be deemed waived. Following that initial forty-year term, the Property may be rezoned in accordance with the then-current practices and procedures applicable to rezoning requests. The expiration of the 40-year term shall not affect the continuing validity of this zoning designation.

ARTICLE III: DEVELOPMENT AND MAINTENANCE OF THE PROPERTY:

A. Owner’s Responsibility to Maintain:

The Owner shall be responsible for the maintenance and care of any and all common areas, parking lots, solar facilities or other improvements within the Property and for maintaining all buildings on the Property in accordance with all City Building, Zoning and Property Maintenance Codes, and in accordance with the terms set forth in this Agreement. The Owner shall assume full responsibility for ensuring the property's compliance with the applicable codes and requirements. The Owner shall also be responsible for construction of all new improvements, pathways and amenities as depicted in the Plans. Owner shall also be responsible for maintenance of all on-site landscaping and improvements.

1. Prairie Grass Maintenance: The Parties agree and acknowledge that portions of the Property are proposed to be maintained with Prairie Grass that may not meet the literal requirements of applicable Property Maintenance Codes. Owner shall be permitted to install and maintain such prairie grass, provided that Owner submits a maintenance plan in form and content acceptable to the Community Development Director providing for appropriate maintenance standards for such areas. After the Director provides written approval, Owner shall thereafter at all times comply with the approved prairie grass maintenance plan. Should Owner fail to do so, the City may terminate the plan by providing the Owner with written notice of the same, 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 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.

2. Interim Uses: Owner may continue the current agricultural use of Lots 1-3 of the Property until Lots 1-2 are improved with the solar facilities. Lot 3 may remain in agricultural use pending its development. 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.

B. Backup Special Service Area:

OWNER and its successors, assigns and grantees, shall not object to and agree to cooperate with the CITY in establishing a special service area (“SSA”) after Closing, for the Property, to be utilized as a backup mechanism for the care and maintenance of the Common Facilities, which include but are not limited to, lighting, parking lots, paved areas, drains, valves and related appurtenances, landscaped areas, bike/pedestrian paths, racks, property monumentation, signage, rubbish disposal facility enclosures, open space and any other common areas of the Property.

Owner shall have the primary responsibility of providing for the regular care, maintenance, renewal and replacement of the Common Facilities including, without limitation, the mowing and fertilizing of grass, removal of debris or garbage, pruning and trimming of trees and bushes, lighting, sidewalks, removal and replacement of diseased or dead landscape materials, installation or maintenance of detention/retention basins, property monumentation and signage, maintenance of waterways, valves and related appurtenances,
landscaping, maintenance of all private curbs and roadways, driveways and drive aisles, and the repair and replacement of signs, so as to keep the same in a clean, slightly and first class condition (the “Common Facilities Maintenance”). Common Facilities Maintenance shall be limited to the maintenance and upkeep of existing improvements, improvements described herein, and any then-current improvements at the time of performing maintenance.

If at any time the Owner fails to conduct the Common Facilities Maintenance within a reasonable time after being notified by the City to do so, then the CITY shall have the right, but not the obligation, to undertake such maintenance and utilize the SSA to provide sufficient funds to pay the costs of the Common Facilities Maintenance undertaken by the CITY. The Owner shall, upon the request of the City, grant the City an easement (“Common Facilities Maintenance Easement”) over all of those Common Facilities located on the Property in favor of the CITY. The substance of the Common Facilities Maintenance Easement shall be as approved by legal counsel for the CITY. Said SSA shall have a rate as reasonably determined by the City Engineer.

Approval of this Agreement shall be deemed to constitute consent to the City’s establishment of one or more special service areas (individually, an “SSA”) hereafter described.

Nothing in this Agreement shall prevent the City from levying or imposing property taxes, including but not limited to special service areas, special assessment areas, or other ad valorem or flat rate taxes upon the Property in the manner provided by law which are applicable to and apply equally to all other properties within the City or from establishing a special service area that encompasses solely the Property.

C. Environmental:

Owner is not aware of any environmental contamination on the Property and there is no pending IEPA investigation concerning the Property. Within such areas, the approved Plans contemplate the installation of native plantings, with specified varieties and standards. Owner agrees that at all times after approval of this Agreement, it shall maintain the aforesaid areas as native plantings in accordance with the approved Plans, and shall engage in such horticultural activity as shall be required to maintain the same in good and attractive condition.

D. Security for Public Improvements:

In the event that the Owner constructs any public improvements (inclusive of improvements within or adjacent to a public right of way), then the provisions of this Agreement pertaining to such public improvements shall be invoked. Security to be provided by the Owner for the completion of the public improvements within or adjacent to the Property or related off-site improvements, if any, shall be provided prior to the commencement of construction on the Property or right of way and shall be in accordance with the terms of this Agreement and applicable City ordinances, as modified by this Agreement. The Owner shall provide such security to the City in the form of cash, irrevocable letters of credit or performance bonds. Bonds and letters of credit shall be in a form approved by the City Attorney and be issued by an entity approved by the City Manager or designee from a bank or financial institution located in the United States of America. Any bonds required under City Code or this Agreement shall be from a company licensed to do business in the State of Illinois. Any Letters of Credit required under City Code or this Agreement shall be from a financial institution acceptable to the City Manager (or designee), and the Owner shall provide such information or documentation as to the status of the proposed financial institution as the City Manager (or designee) shall require, to demonstrate their creditworthiness and stability. The amount of security posted with the City shall at all time equal one hundred twenty percent (120%) of the cost of completing required public improvements. The City Council shall authorize the reduction of such security from time to time, but no more than once every one hundred and eighty (180) days, as related offsite work or public
improvements within the Property are completed and approved by the City Engineer and prior to their acceptance of such improvements by the City.

E. **Acceptance of Public Improvements and Maintenance Bond for Public Improvements:**

Upon completion of public improvements and acceptance by the City, the Owner shall provide a signed bill of sale for any items of personal property to be transferred to the City, and shall execute all documentation customarily required by the City to denote acceptance and transfer of ownership. Owner shall be responsible for the repair of any damage caused to public rights of way during the course of construction. Owner agrees and acknowledges that it shall take all steps necessary to require that all construction and employee traffic from the Property exit to the east, using Gurler Road, and that under no circumstances shall any construction traffic, truck traffic, or employee traffic exit to the west or use First Street. Prior to the acceptance of the streets by the CITY, the streets shall be in a condition acceptable to the CITY and completed with the final lift of asphalt, and all punchlist items previously identified by the City shall be satisfied. Upon acceptance of any public improvement by the City as described above, OWNER shall be entitled to a corresponding release or reduction of any Subdivision Performance Bond or Letter of Credit. For an 18-month period following acceptance of any public improvement, the Owner shall guarantee the workmanship of any public improvements constructed, and shall be responsible for the performance of any repairs or remediation required on such public improvements, as reasonably determined by the City Engineer, to return them to a condition in which they would be appropriate for initial acceptance by the City, including the repair of any ordinary wear and tear on the aforesaid improvements or the repair of any broken or damaged improvements. To secure the performance of this obligation, the Owner shall provide a Maintenance Bond which shall remain in place for an 18-month period from date of acceptance by the CITY. Said maintenance bond shall be equivalent to twenty percent (20%) of the value of the improvement constructed, and shall be in the form of a cash escrow, letter of credit, or other security acceptable in form and content to the City.

F. **Stop Work Orders:**

The City shall issue stop orders as necessary to insure development occurs as required by this Agreement and City Ordinances. Unless issued in case of emergency, said stop orders shall be preceded by reasonable notice (not less than three days) and opportunity to comply. In the event that the Owner fails to meet any deadline imposed under the terms of this Agreement or otherwise violates any provision of this Agreement, the City may issue stop work orders for any work at the Property, pending either the posting of a security acceptable to the City to guarantee the completion of all work required, or the entry of the Parties into an amendment to this Agreement. The Parties agree that any stop work order issued by the City shall be limited to the particular Lot upon which the violation is occurring, and that a stop work order issued as to one Lot shall not be applicable to work being performed on another Lot.

G. **Compliance with City Ordinances and Applicable Regulations:**

The Parties agree that, except as specifically modified in this Agreement and the attached drawings and Exhibits, the Property shall be developed in compliance with all ordinances, codes and regulations of the City in effect at the time of development. The Parties acknowledge that it is the ultimate responsibility of the Owner to comply with any and all requirements of this Agreement and applicable City Codes. Thus, in the event that up to, but prior to construction or any time after execution of this Agreement, the City or its consultants issue a permit or give an approval not consistent with the terms of this Agreement or any applicable City Codes, such erroneous permit or approval may be of no force and effect and thus may be revoked. The Owner agrees that it may not rely on any such issued permit or approval for purposes of vested rights or estoppels to compel an improvement not consistent with the terms of this Agreement or applicable City Codes. The Owner hereby waives any claims of damages, of any type or character, against the City, its employees or its consultants based on such erroneously issued permits or approvals. A generic utility easement shall be provided by the Owner as may be requested by the City Engineer. All construction
shall be in accordance with the City codes and ordinances and any comments of the Community Development Director or other City consultants which shall be provided at the time of plan review. All such comments must be addressed prior to site development. All permits from the Illinois Environmental Protection Agency or any other agency with jurisdiction over the Property must be issued prior to work on water main, sanitary sewer or storm sewer improvements commences.

H. Site Control:

OWNER acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt, dust, and mud clots on streets and roadways adjacent to the construction site. OWNER agrees that it shall inspect and clean the streets and roadways adjacent to and within 1,000 feet of the entrance to OWNER’S construction site, and take measures to control dust as needed daily while construction is occurring on said site. OWNER further agrees to periodically mow weeds, pick up trash and debris and repair and replace soil erosion control fencing so as to comply with applicable ordinances of the CITY, all of which activities may be contracted to its development trades and contractors. Owner shall also patch or repair damage to any roadway, path, driveway, sidewalk or other similar improvement which may be damaged during the course of Owner’s construction or maintenance activities. As security for such obligations, and as a condition of the issuance of any permits, OWNER agrees to deposit with the CITY the sum of three thousand ($3,000.00) dollars ("Site Control Escrow"). In the event OWNER fails to clean the streets, mow weeds, pick-up debris otherwise maintain the site as required, or fails to patch or repair any street, path, roadway or sidewalk damaged through OWNER’S activities on site within forty-eight (48) hours after receipt of notice from the CITY of OWNER’S failure to comply with this provision, then the CITY may perform or contract with others to perform such undertaking and deduct the cost thereof from the Site Control Escrow. In the event that the City reasonably determines that the 48-hour waiting period presents an undue hazard to public welfare or safety, the City may take action without satisfying such waiting period. OWNER shall, within 15 business days following written notice from the CITY, replenish the Site Control Escrow as funds are from time to time properly withdrawn there from by the CITY, so as to maintain the same at a three thousand ($3,000.00) dollar balance. All sums remaining on deposit with the CITY pursuant to this provision shall be credited against other fees or charges due from the Owner upon conclusion of the last of the maintenance periods for public improvements within the Property.

In addition, Owner shall be required to conduct a preconstruction meeting with the City prior to commencing any activities on the Property. At the time of such meeting, Owner shall provide a draft construction plan for review and approval by the Community Development Director. Owner shall include information on the plan including the location and utility services for any construction trailers, location and configuration of any temporary gravel parking areas, location of any temporary entrances or curb cuts, location of any gravel or material stockpiling, storage areas for construction materials, location and configuration of construction fencing, and related construction details. Owner shall not be entitled to commence construction on the Property until the construction plan is approved by the Director. The Parties acknowledge all efforts shall be undertaken by Owner to mitigate the impact of the construction on other properties. Owner shall also, at the time of final plat approval, conduct a preconstruction meeting with the City, the DeKalb Community Unit School District and the St. Mary’s School, so as to deconflict construction traffic and educational / student traffic. Owner shall reasonably collaborate with said parties in devising a construction traffic schedule and shall thereafter comply with the same.

I. Building Codes:

In constructing improvements and conducting renovation on the Property, the Owner shall comply with all then-current building codes of the City of DeKalb or any other agency having jurisdiction over the Property. At the time of any future amendments or modifications of the building or the Property, the Owner shall comply with the then-current code requirements of the City.
J. Fire Suppression / Alarm:

The Owner shall install and maintain as such fire suppression and alarm system required by applicable codes as determined by the Fire Chief or designee, and shall, except during reasonable periods of maintenance, thereafter keep such systems in service, operational and in good repair.

ARTICLE IV: INFRASTRUCTURE:

A. 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. The 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. The 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 under this Agreement 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.

1. Water Main Extension:

The Parties acknowledge that under applicable City Codes and the review conditions of the City, 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 further acknowledge that the presently proposed development on the Property 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 agree as follows:

A. 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 final plat for any portion of the Property. In the event that the City has a user of water (other than 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 Article IV(A)(1)(A), 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.

B. 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.

B. Road Improvements:

Prior to commencing any work within any public right of way or any work that alters the access point(s) for the Property, Owner shall have first obtained the approval of the City, as well as any required permits or permissions. No certificate of occupancy shall be granted until all access points and work within the public right of way are completed, inspected and accepted by the City. Neither the approval of this Agreement nor the approval of final Plans shall be deemed to constitute permit issuance.

C. Sanitary Sewers:

Owner shall be responsible for taking all actions and paying all fees as required by the Kishwaukee Water Reclamation District in order to provide for the construction of a permitted connection to the District’s wastewater collection infrastructure, when required.

D. Utility Connections:

The installation of the necessary and appropriate on-site electric, natural gas, cable, television, telephone facilities, and future internet access facilities (when available) to the Property shall be by underground installation and pursuant to the requirements of such utility companies or pursuant to the agreement of the City with such entities and at no cost to the City. The City agrees to cooperate with the Owner to permit the extension of all such utilities along existing public rights-of-way and/or City owned property and otherwise allow the extension of all necessary utilities to the Property, provided, however, that
the City’s agreement to cooperate with the Owner to allow the extension of utilities to the Property shall in no way relieve the Owner of their obligations to obtain any and all easements and permits necessary to do so, at Owner’s sole cost and expense. Notwithstanding the foregoing, the Parties acknowledge that there shall be an overhead power line and related connection infrastructure at the southeastern corner of the Property, in order to facilitate connection of the Property to the electrical power grid, which shall be installed in substantial conformance with the plans shown in Group Exhibit B.

E. Grant of Easements / Right of Way:

The Parties acknowledge that at present, the City does not contemplate the installation of additional public utilities or street improvements in the vicinity of the Property. However, the Owner agrees and acknowledges that it shall grant to the City, at no cost to the City, easements or right of way along the perimeter of the Property upon request, if required for the construction or maintenance of public improvements owned or operated by the City, or by any governmental entity providing services to the Property. Such easements shall be limited in size as reasonably required to provide area for public improvements, and shall not extend beyond fifteen feet from the edge of the Property without the Owner’s express, written consent.

ARTICLE V: INTENTIONALLY OMITTED.

ARTICLE VI: PROPERTY RELATED PROVISIONS:

Owner shall comply with the following restrictions which shall be deemed to be applicable to the entire Property, as a condition of this Agreement and the conditions and approvals included herein, and as a component of the zoning relief granted herein.

1) Owner shall collaborate with the City on the location and installation of fiber optic cables on the Property, in such locations as the City shall reasonably request, to permit service of the Property or other properties by fiber optic connections. Where and if Owner is installing fiber optic service within the Building, Owner shall install additional fiber optic cables for use by the City in providing public wireless internet access and/or security cameras as described herein, at the cost and expense of the City, upon request (and Owner shall reasonably collaborate with the City on such routing). Where Owner is running fiber optic cables on the Property or permitting others to cross the Property with such cables, Owner shall provide the City an opportunity to provide its own cables to be installed in the same location, at the cost and expense of the City.

2) Owner shall, upon request of the City, provide the City with access to the property and a source of 120v power and an internet connection in a convenient location, to provide power for the installation of public security cameras viewing exterior areas of the Property or public areas surrounding the Property. Installation and maintenance of City-owned cameras shall be at the City’s expense (provided that Owner shall provide power and internet access). Such cameras shall be for use in viewing exterior common areas of the Property (and surrounding public or private outdoor areas) only.

3) Owner shall grant the City such public access and/or public utility easements as shall be reasonably requested by the City at the time of final plan approval.

4) Except as provided herein, Owner shall provide building lighting and street lighting on the Property based upon a consistent standard adopted at the time of final plan approval, acceptable to Owner and the City, and shall thereafter maintain lights in such locations in compliance with the adopted standards. Owner agrees that at any point during the term of this Agreement, upon request from the City, it shall install supplemental shields and/or redirect lighting on the Property to mitigate any light pollution emanating from the Property and affecting nearby properties.
ARTICLE VII: FEES AND CONTRIBUTIONS:

A. Specified Fees:

The Owner shall pay all fees imposed under City Ordinance or this Agreement in the amount and in the time as described by such applicable Ordinance. The City and Owner 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 such fee shall be $6,000 for a facility of up to 2,000 kW AC, and $200 per each 100 kW over 2,000 kW, as set at the date of approval of this Agreement. 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 Agreement.

B. Fees Specifically and Uniquely Attributable:

The Parties further agree that the water main contribution fee contained within this Agreement is specifically and uniquely attributable to the development of the Property and that 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 Plans or as required by this Agreement). Notwithstanding the foregoing, 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 charges or fees.

C. Owner Responsibility for Costs:

Owner agrees and acknowledges that, as a result of the preparation of this Agreement and related documents, and as a result of the ongoing commitment of resources by the City that is caused as a direct result of this Agreement, the process of creating this Agreement, and the Development that is to be constructed under the terms of this Agreement, the City may incur substantial expenses at the request of Owner, and the Owner may become responsible for substantial charges and fees in order to perform its obligations under this Agreement. The Parties acknowledge that this subsection VII(C) does not, itself, impose any new or separate fees or charges, but only relates to other fees that may come due during ownership or development of the Property by virtue of generally applicable City Codes. Owner acknowledges that assignment or transfer of any interest in any property subject to this Agreement can increase the complexity of recovering those costs for the City and, in order to induce the City to enter into this Agreement, Owner agrees as follows:

1. Prior to the sale, assignment, lease or other transfer of any portion or portions of the Property, Owner shall provide not less than thirty (30) days notice to the City that such transfer is contemplated. Transfers among or between family members related by blood or marriage, or between trusts, corporations, partnerships or limited liability companies which are entirely owned or controlled by family members related by blood or marriage, shall not be construed as transfers giving rise to a potential obligation under this subsection.

2. Within fifteen (15) days of the receipt of such notice, the City shall provide Owner with a
calculation of the total amount believed to be outstanding as costs for which Owner is responsible.

3. Prior to, or at the closing of, the consummation of such transfer, Owner shall cause all such amounts to be paid to the City.

4. At any time within ninety (90) days following consummation of such a transfer, the City shall provide final calculations of the total amount due from Owner and Owner shall pay all such amounts within thirty days of the City providing such notice.

5. In the event of a failure of Owner to comply with this subsection, Owner, along with the interest holder to which an interest in the property subject to this Agreement was transferred, shall be jointly and severally liable to the City for all such amounts described above, plus attorneys’ fees, court costs, other collection costs, and interest at a rate not to exceed eight (8%) percent per annum, until such amount, including costs and interest, is paid in full.

6. Any notice of amounts so due under this agreement shall include accurate and complete (to the extent that such documentation exists) documentation from the City.

Owner further acknowledges that, at any point, if Owner fails to make a payment requested by the City within thirty (30) days of such request, or such additional time as the City shall agree to provide (with any such extension being acknowledged by the City in writing), the City may unilaterally choose to implement any or all of the following remedies until such point in time as Owner has paid all amounts due and/or restored any escrow accounts maintained by the Owner by virtue of this Agreement:

1. Issuance of a stop work order on any portion of the Development.

2. Refusal to issue further permits for building, occupancy, water tap on, or other development related work.

3. Cessation of any utility service provided by the City to any property owned or maintained by Owner or their successors or assigns.

4. Institution of appropriate legal action to recover any and all amounts due, in which case the City will be entitled to attorneys’ fees, court costs, other collection costs, and interest at a rate of eight (8%) percent per annum, until such amount, including costs and interest, is paid in full.

5. Cessation of any or all work on or pertaining to the Property by City staff, employees or consultants.

ARTICLE VIII: OPERATION OF THE PROPERTY:

A. Acknowledgment of Application of Operational Standards:

The Parties acknowledge and agree that the provisions of this Article VIII relating to the operation of the Property following its rezoning and development are critical and integral to the zoning standards provided for herein. The Owner agrees and acknowledges to comply with the following standards and requirements, and acknowledges that they have been drafted to address the public safety concerns otherwise arising out of the operation of the development.
B. Operation and Lease Provisions:

In consideration of the provisions herein and in order to construct and maintain a development of the quality intended by the Owners and expected by the City, the Owners agree to secure, through covenants, operational policies or other means acceptable to the City, to provide management of the Property that will comport with the following standards, subject to applicable superior governmental mandates:

1) Owner shall designate an individual as the Property Manager. Said Manager shall provide the City with a 24-hour emergency contact cellular telephone number and shall be available to respond to any public safety or other emergencies at the Property at any time, and shall respond upon request of the City. The Manager shall have authority to grant access to any portion of the Property, upon the request of the City’s Fire Department or Police Department, at any time. The Manager shall be the Owner’s designee and shall be legally responsible for any citations issued to the Property for violation of any City Ordinance, including but not limited to property maintenance violations. At any time that the Property is operational and the Manager is unavailable, Owner shall provide the City with a supplemental responsible party who shall be available and who shall be accessible at a 24-hour emergency contact cellular telephone number.

Owner agrees and acknowledges that it believes each of the foregoing conditions are fully in accordance with all applicable superior governmental mandates, and that it intends to enforce such requirements based upon current law.

C. Public Safety Regulations: Trespass/Patrol Agreement:

The Parties shall keep in place at all times a No-Trespass Enforcement Agreement, in the then-current format utilized by the City of DeKalb (with such agreement currently being in the form attached hereto as Exhibit C), and shall cooperate at all times with regard to the enforcement of such Agreements. Further, and without regard to the content of such Agreements for exterior common areas of the Property, and shall authorize and request the routine patrol of such areas by the City of DeKalb Police Department or other sworn officers, based upon the availability of resources for such details. Additionally, the Owner shall grant the City access to interior common areas of the Property upon request, in response to a complaint or in response to or in investigation of a possible crime.

Owner shall also make itself and its management representative available for meetings with the City on a periodic basis (or as otherwise requested by the City) for the purpose of reviewing security plans, trespass enforcement lists or similar issues.

D. Knox Boxes:

The Owner shall install and maintain a ‘Knox Box’ entry systems for use by City of DeKalb emergency responders, at locations designated by the City of DeKalb Fire Chief including but not limited to on all buildings and on all locked gate access control systems, and shall ensure that such systems are available for use and operational at all times.

E. Commercial Building Inspection:

Given the density of development contemplated for the Property, the Owner agrees that it shall coordinate and permit an annual inspection of the entirety of the Property by such personnel as the City shall designate, shall thereafter promptly remediate any violations observed during such inspections, and shall permit reinspection to confirm that all violations have been corrected. The Owner shall also grant consent to the City to inspect the Property on not less than 48 hours notice (unless a shorter time period is otherwise required by City Code) at any time the City receives a complaint from any third party regarding
an alleged violation of applicable codes or regulations, or at any time where required under City Code. Owner or a representative shall be entitled to be present at any such inspection. Inspections pursuant to this consent may be conducted by any City personnel, including Police Department, Building, Public Works, or Fire Department staff, City Manager or other staff authorized by the City Manager, for purposes of determining compliance with the provisions of City Code, or for purposes of determining compliance with any other applicable code or regulation. The consent for inspection shall extend to any portion of the premises. The Owner shall procure and reserve all required permissions and consents for such inspections from any occupants of the Property. The Owner shall pay all fees associated with any generally applicable current or future inspection or registration program utilized by the City for commercial properties.

F. Common Area Surveillance:

The Parties acknowledge that should the Owner prospectively maintain cameras or other equipment utilized to provide video surveillance and security coverage for the parking lot and for exterior common areas of the Property inclusive of entrances to the interior of the Property, the Owner agrees to provide to the City a connection and inter-link so that the City can remotely monitor such exterior common area surveillance videos from the City Police Department. The Owner shall be responsible for providing and maintaining all technology required to establish an external, static IP address securely accessible by the City with video feed in a format acceptable to the City Police Department (or providing video interlink in another fashion acceptable to the Chief of Police or designee). With regard to such interlink, the Parties agree to mutually indemnify and hold harmless the other party from any claim arising out of the monitoring or failure to monitor such systems. Such interlink shall permit the City to access a digital feed of live data collected on the Property, and shall also allow the City to access data stored in any recording devices installed or maintained by Owner with respect to such surveillance. All security cameras and security equipment in place on the Property shall be maintained in good and fully-operable condition, acts of God and other reasonable and unforeseeable temporary interruptions excluded. All security cameras shall be equipped with a recording system that permits the retention and review of all footage obtained for a period of not less than fourteen days, and Owner shall provide the City with access to such archive and shall provide copies of any footage retained therein at any time upon request. Nothing contained herein shall be construed to create a duty on the part of the City to monitor such cameras at any time, nor to in any way enhance or alter the City’s patrol or public safety responsibilities relative to the Property or any surrounding property.

G. Conflict with Federal Law and Regulations:

In the event that any provision of this Agreement conflicts with applicable federal laws or regulations, the City and Owner recognize that the federal law shall supersede local regulation to the extent required under federal law. Nothing in this Agreement shall be construed in a fashion that violates any federal statute. Notwithstanding the foregoing, the Owner and City agree and acknowledge that they have reviewed and negotiated the terms of this Agreement with great care and precision, and both agree and covenant that they believe in good faith that the terms hereof are in compliance with all applicable laws. In the event that a federal law supersedes any provision hereof, the Parties agree that they shall negotiate in good faith to approve an amendment to this Agreement that complies with the applicable federal law, and which accomplishes the objective of the term of this Agreement which violates federal law.

H. Decommissioning:

Should Owner provide the City with written notice that it has been approved for the construction of the solar energy generation facility as contemplated by Article II above, Owner shall, at the time of providing such notice, also provide a decommissioning plan for the Property. The decommissioning plan shall be
subject to approval by the Community Development Director, and the zoning approval contemplated in Article II shall not occur until such plan is provided in form and content acceptable to the Director. Said decommissioning plan shall comply with the following requirements:

1. The 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. Once triggered, Owner shall have six (6) months to comply with the decommissioning plan and to fully remove the solar energy generation facilities from the Property. The decommissioning plan shall include provisions for removal of all structures and foundations, restoration of soil and vegetation and a plan ensuring financial resources will be available to fully decommission the site.

Owner shall provide an engineer's estimate of probable cost (EOPC) for the costs associated with decommissioning as a component of the decommissioning plan. At the time of approval of the decommissioning plan, Owner shall also provide a bond, irrevocable letter of credit, or escrow posting, in form and content acceptable to the Community Development Director, to secure the costs of decommissioning and site restoration. Should the Property be decommissioned, it shall retain the zoning contemplated hereunder pending the rezoning of this Property by virtue of a mutually acceptable amendment to this Agreement (during the term of this Agreement) or other zoning process (if after the term of this Agreement). Notwithstanding the foregoing, the Parties acknowledge that any approvals granted herein are specifically for the installation proposed by the Plans, and that any future installation of solar energy generation facilities following a decommissioning would require new plan approvals and other review and approval by the City.

ARTICLE IX: MUTUAL ASSISTANCE:

The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement; to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement.

ARTICLE X: REMEDIES:

Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceedings at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both. No action taken by any party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any party at law or in equity.

In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have forty-five (45) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said forty-five (45) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).
If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within forty-five (45) days of such default notice (provided, however, that said forty-five (45) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

The failure of the Parties 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' rights thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

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 (which circumstances may include acts of God, war, acts of civil disobedience, weather, terrorist acts of a direct or indirect nature, material shortages, flooding, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

The violation of any provision of this Agreement may be deemed by the City to be a violation of the PD-I zoning contemplated herein, which may be prosecuted in the fashion of any other violation of the City's Uniform Development Ordinance, or may be grounds for initiation of a proceeding under Article XII (J) hereof.

ARTICLE XI: TERM:

The Parties acknowledge that this Agreement has been negotiated in furtherance of the designation of the Property with PD-I zoning that authorizes the density, development standard waivers and approvals contemplated herein. Accordingly, except as otherwise provided herein, it is the intention of the Parties to maintain this Agreement in full force and effect for the full duration of the time that the Property maintains PD-I zoning and, to the fullest extent of the law, the Parties intend that this Agreement not terminate unless and until the Parties agree to amend this Agreement.

In the event that the law requires any lesser term for this Agreement, then this Agreement shall remain in full force and effect for the maximum duration permitted by law, and in the event that any applicable law requires the specification of a duration, such duration shall be not less than forty (40) years.

ARTICLE XII: MISCELLANEOUS:

A. Amendment:

This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the City and Owner of an affected Parcel, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the City and Owner.

B. Severability:

If any provision, covenant, agreement or portion of this Agreement 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 and portions of this Agreement, and to that end, all provisions, covenants,
agreements and portions of the Agreement are declared to be severable. If for any reason the zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of the Owner, as applicable.

C. Entire Agreement:

This Agreement sets forth all agreements, undertakings 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. In the event of any conflict between two or more components of this Agreement providing standards, guidelines or requirements for OWNER to act upon in or around the Property, construction or related activities for the Property, the more restrictive provision shall apply unless the City agrees otherwise.

D. Successors and Assigns:

This Agreement shall inure to the benefit of, and be binding upon, successors of the Owners and its respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned without the City's approval, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations Seller 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 conveyed.

E. Notices:

Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

City Clerk  
City of DeKalb  
200 South 4th Street  
DeKalb, IL 60115  
Telephone: 815-748-2095  
Fax: 815-748-2089

With copies to:

City Manager  
City of DeKalb  
200 South Fourth Street  
DeKalb, IL 60115  
Telephone: 815-748-2060  
Fax: 815-748-2359  
Email: ruth.scott@cityofdekab.com

City Attorney  
City of DeKalb  
200 South 4th Street  
DeKalb, IL 60115  
Telephone: 815-748-2093  
Fax: 815-748-2320  
Email: dean@frieders.com
If to the Owner: James Planey
P.O. Box 2728
Glenview, IL 60025

With a Copy To: Same

Notices shall be deemed given on the third (3rd) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

F. **Time of Essence:**
Time is of the essence of this Agreement and of each and every provision hereof.

G. **Indemnification:**
The Owner shall defend, indemnify, and hold harmless the City and its officials, employees, and agents (collectively and individually, the “Indemnified Parties”) from and against any and all claims, demands, losses, suits, causes of actions, damages, injuries, costs, expenses, and liabilities whatsoever, including reasonable attorney’s fees, except to the extent arising in whole or part out of negligence or intentional acts of such Indemnified Parties (such liabilities together known as “liability”) arising out of Owner’s selection, construction, operation, and removal of the SES(S) and affiliated equipment including, without limitation, liability for property damage or personal injury (including death), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence). This general indemnification shall not be construed as limited or qualifying the City’s other indemnification rights or tort immunity available under the law. The Owner covenants and agrees to pay, at its expense, any and all damages, expenses, liabilities and losses resulting from this Agreement, the construction and development activities of the Owner, or its agents, contractors and subcontractors, and to defend and indemnify and save the City and its officers, elected and appointed agents, employees, engineers and attorneys (collectively, the “Indemnifieds”) harmless of, from and against such damages, expenses, liabilities and losses, except to the extent such damages, expenses, liabilities and losses arise by reason of the gross negligence or willful or wanton act or omission of the Indemnifieds. The Owner shall provide satisfactory proof of insurance covering such defense and indemnity of the Indemnifieds. OWNER further agrees to indemnify, defend and hold harmless the CITY and the Corporate Authorities, officers, agents, employees, and consultants (collectively “Indemnitees”) from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction activities of the OWNER.

Without limiting the applicability of the foregoing indemnification provisions, the Owner expressly and without limitation agrees that it shall indemnify and hold harmless the City from any claims, damages, fines, penalties, legal fees or other costs or expenses whatsoever, arising out of Owner’s activities or construction on the Property and relating to any federally protected wetland, the delineation or failure to delineate wetlands, the protection or mitigation or failure to protect or mitigate wetlands, the identification of floodplains, or the construction of any improvement or structure in or near any wetland or floodplain area, within or outside the Property.

H. **Exhibits:**
The following Exhibits referred to herein and attached to this Agreement are hereby made a part of this Agreement:

| Exhibit A: | Legal Description |
Group Exhibit B: Plans
Exhibit C: No Trespass Agreement

I. Venue:
Jurisdiction and venue for any dispute arising out of relating to the terms of this Agreement, the zoning or restrictions imposed hereunder, the development of the Property or otherwise relating to the relationship of the Parties or contents hereof shall have its jurisdiction and venue exclusively fixed in the Twenty-Third Judicial Circuit, DeKalb County, Illinois, and the parties expressly and intentionally waive the right to pursue claims in any other jurisdiction or venue.

J. Revocation of Zoning and Termination of Planned Development Agreement:
In the event that the Owner violates the terms of this Agreement, the City shall issue a written notice to Owner. Said notice shall indicate that the City shall terminate the Agreement in accordance with this provision, after affording the Owner an opportunity to present evidence as to why the Agreement has not been violated, in a due process hearing before an officer designated by the City Manager or designee thereof, conducted in the same fashion as a hearing to revoke a Special Use. After the conduct of such hearing, the City shall be authorized and entitled to terminate this Agreement, at which time the Property shall be converted back to its previous status and the City shall record a notice of such zoning change against the Property. The Owner and City have devised and agreed to the process contained herein so as to afford the Owner with a due process proceeding and so as to avoid an unlawful zoning reversion.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

CITY:

CITY OF DEKALB, an Illinois Municipal corporation

By: ____________________________
    Jerry Smith, Mayor

Attest: __________________________
       Lynn Fazekas, City Clerk

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

By: ____________________________
    Attest: __________________________
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

CITY:

CITY OF DEKALB, an Illinois Municipal corporation

By: ____________________________________________ Attest: ______________________________
   Jerry Smith, Mayor                               Lynn Fazekas, City Clerk

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

By: ____________________________________________ Attest: ______________________________
   FOB 1633257                                        William French

[OFFICIAL SEAL]
WILLIAM FRENCH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/27/20
The property is legally described as:

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, 230.00 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:
Group Exhibit B: Plans

(Attached)
NEW ACCESS ROAD

~1000' AND 0.8% OF PROPERTY. ACCESS ROAD CONSTRUCTION TO FOLLOW COUNTY RULES USING BITUMINOUS AGGREGATE MIXTURE 6 INCHES THICK.

LOCATION OF NEW INTERCONNECTION POLES, WOOD MATERIAL, ~40 FEET IN HEIGHT

EXISTING 3-PHASE UTILITY LINES

LOCATION OF NEW INTERCONNECTION POLES, WOOD MATERIAL, ~40 FEET IN HEIGHT

NEW ACCESS ROAD

- NEW FIRE ROAD TO WEST SIDE OF ENTRANCE DRIVE
- UNDERGROUND RUN FROM LAST INTERCONNECTION POLE TO EQUIPMENT PAD
- EXTEND EXISTING 16" WATER MAIN TO WEST SIDE OF ENTRANCE DRIVE

SYSTEM SPECIFICATIONS

SYSTEM SIZE DC
2.8917 MW

SYSTEM SIZE AC
2.0000 MW

DC/AC RATIO
1.445

AZIMUTH
180

TILT
25°

MODULE COUNT
8262

MODULE TYPE
REC 350TP72

MODULE STC RATING
350 W

INVERTER COUNT
34

INVERTER TYPE
[30] CPS SCA60KTL-DO/US

INVERTER POWER
60kW

RACKING
TBD

MONITORING
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"

LAWS & REGULATIONS

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.

DRAWING SHEETS AND CONTENTS NOT TO BE DISTRIBUTED WITHOUT EXPLICIT WRITTEN CONSENT FROM NEW ENERGY EQUITY LLC.

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

REVISIONS

DRAWN BY
KEVIN CORCORAN

PROJECT NAME
MIDLAND IRA CSG 2

DRAWING TITLE
SITE PLAN

SCALE
1" = 100'

"DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"X36" PAPER."
**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"

**Project Name**

**Drawing Title**

**Scale**

**Sheet**

**System Specifications**

- **System Size DC** 2.8917 MW
- **System Size AC** 2.0000 MW
- **DC/AC Ratio** 1.445
- **Azimuth** 180
- **Tilt** 25°
- **Module Count** 8262
- **Module Type** REC 350TP72
- **Module STC Rating** 350 W
- **Inverter Count** 34
- **Inverter Type** [30] CPS SCA60KTL-DO/US
- **Inverter Power** 60kW
- **Racking** TBD
- **Monitoring** ALSO ENERGY

**Drawn By**

KEVIN CORCORAN

**Universal Solar, Inc.**

25 North River Lane
Geneva, IL 60134

**SunVest.com**

262-527-1200

**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.

**Drawing Sheets and Contents Not to Be Distributed Without Explicit Written Consent from New Energy Equity LLC.**

**New Energy Equity, LLC**

2530 Riva Road, Suite 200
Annapolis, MD 21041

**NewEnergyEquity.com**

443-267-5012

**Design Notes**

**Drawing Scale Accurate When This Page is Printed on 24"x36" Paper.**
REVISIONS

# DESCRIPTION BY DATE
0 ORIGINAL DESIGN KHC 4/16/2018
1 CO-LOCATION UPDATE KHC 4/27/2018
2 CUP UPDATES BC 7/11/2018
3 CUP UPDATES KHC 8/20/2018
4 UPDATED SINGLE LINE KHC 9/17/2018
5 CUP UPDATES KHC 11/6/2018

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"

PROJECT NAME
DRAWING TITLE
SCALE
SHEET

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.

DRAWN BY
KEVIN CORCORAN

SYSTEM SPECIFICATIONS
SYSTEM SIZE DC 2.8917 MW
SYSTEM SIZE AC 2.0000 MW
DC/AC RATIO 1.445
AZIMUTH 180
TILT 25°
MODULE COUNT 8262
MODULE TYPE REC 350TP72
MODULE STC RATING 350 W
INVERTER COUNT 34
INVERTER POWER 60kW
RACKING TBD
MONITORING ALSO ENERGY

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

DRAWING SHEETS AND CONTENTS NOT TO BE DISTRIBUTED WITHOUT EXPLICIT WRITTEN CONSENT FROM NEW ENERGY EQUITY LLC.

DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER.
REVISIONS

# DESCRIPTION

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DESIGN CRITERIA

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PROJECT NAME

DRAWING TITLE

SCALE

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

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 FARMLAND.

DRAWN BY

KEVIN CORCORAN

SYSTEM SPECIFICATIONS

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MONITORING

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PROJECT ADDRESS

LAT:     41°53'36.42"N
LONG:  88°46'15.23"W

DRAWING SHEETS AND CONTENTS NOT TO BE DISTRIBUTED WITHOUT EXPLICIT WRITTEN CONSENT FROM NEW ENERGY EQUITY LLC.

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

"DRAWING SCALE ACCURATE WHEN THIS PAGE IS PRINTED ON 24"x36" PAPER."
**REVISIONS**

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**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"

**PROJECT NAME**

**DRAWING TITLE**

**SCALE**

**SHEET**

**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.

**SYSTEM SPECIFICATIONS**

- **SYSTEM SIZE DC**
  - 2.8917 MW
- **SYSTEM SIZE AC**
  - 2.0000 MW
- **DC/AC RATIO**
  - 1.445
- **AZIMUTH**
  - 180
- **TILT**
  - 25°
- **MODULE COUNT**
  - 8262
- **MODULE TYPE**
  - REC 350TP72
- **MODULE STC RATING**
  - 350 W
- **INVERTER COUNT**
  - 34
- **INVERTER TYPE**
  - CPS SCA60KTL-DO/US
  - CPS SCA50KTL-DO/US
- **INVERTER POWER**
  - 60kW
- **RACKING**
  - TBD
- **MONITORING**
  - ALSO ENERGY

**Drawing Scale Accurate When This Page Is Printed On 24"x36" Paper.**
SIGN S ARE TO BE 10" WIDE
BY 7" HIGH AND PLACED
EVERY 50' ALONG FENCE
1. The existing treeline along the west property line of the subject property will remain intact without disruption.

2. Low profile native pollinator seed mix within fenced area under the solar array. Remainder of site shall be mowed and maintained.
NOTES:
1. THE EXISTING TREELINE ALONG THE WEST PROPERTY LINE OF THE SUBJECT PROPERTY WILL REMAIN INTACT WITHOUT DISRUPTION.
2. LOW PROFILE NATIVE POLLINATOR SEED MIX WITHIN FENCED AREA UNDER THE SOLAR ARRAY. REMAINDER OF SITE SHALL BE MOWED AND MAINTAINED.
Exhibit C: No Trespass / Patrol Agreement

Common Area Patrol / No-Trespass Enforcement Agreement

Property Address: North Side Gurley Rd
Commonly Known As: 36.3 acres East of First St.
Property Owner: MIDLAND IRA FBO James Planey
Contact #: James Planey
Property Manager: SV EAGLE DEkalb 1 LLC James B. Planey
Contact #: 630-842-7904
24 Hour Contact #: 847-612-4135

This Common Area Patrol / No-Trespass Enforcement Agreement ("Agreement") is entered into by and between the Owner of the Property identified above ("Owner" and "the Property") and the City of DeKalb ("City"). Under the terms of this Agreement, the Owner expressly authorizes and requests that the City utilize its Police Department and City Employees to undertake the following actions:

- No-Trespass Warnings and Arrests: The Owner appoints the City of DeKalb, its employees and agents, as an agent of the Owner, authorized and requested to undertake any actions which the Owner could lawfully take with regard to persons present on any public or private area of the Property. The City's personnel shall be deemed to be representatives of the Owner for purposes of enforcing no-trespass laws and ordinances and signing and testifying with regard to related complaints only. This includes providing no-trespass warnings, verbal or written, to any person on the Property other than a tenant of the Property. The City shall also be authorized to sign complaints, serve as complaining witnesses, and arrest or cite any person who has violated such a no-trespass warning, or who remains on the Property after being asked to leave. The City has the complete authority to enforce any State Statute or City Ordinance relating to trespass. The City shall maintain accurate records of all persons who have been advised not to trespass on the Property and shall provide a copy of the same to Owner upon request.

- Patrol Common Areas: The City, its employees and agents are authorized and requested to enter into any common area of the Property that is accessible either to the public or to tenants of the Premises, including parking lots, open spaces, common hallways, gathering areas, or other similar common areas of the Property, for purposes of patrolling, observing, and enforcing the Codes and Ordinances of the City of DeKalb or any applicable State Statutes. For purposes of this Agreement and any charges arising out of the City's activities on the Property, the City and its personnel shall be deemed to have been invited upon the common areas of the Property. Notwithstanding the foregoing, this shall not constitute authority for the City to enter into tenant private areas (e.g. individual tenant apartments or individual tenant businesses) without required legal authority (such as a search warrant, probable cause, exigent circumstances, etc. where required). The City is authorized to sign complaints, serve as complaining witness, and arrest or cite any person who has violated a State Statute or City Ordinance.
Report Cars for Relocation: Owner employs the entity described at signs posted at the Property for purposes of relocating unlawfully parked cars from the Property. The City is authorized and requested to contact the tow relocator to report any vehicles on the Property that appear to be unlawfully parked, so that said vehicles may be towed in accordance with applicable regulations.

The Owner agrees that, if necessary, Owner or its authorized representative shall appear at any trial or proceeding arising out of the performance of this Agreement. Owner further acknowledges that the City shall not have any duty to patrol the Property, and that the Owner is responsible for the condition and monitoring of its Property. The City is not undertaking any special relationship with or obligation to Owner, other than the authority to enter the Property's common areas, and to take the actions outlined above. The City is not an agent or representative of the Owner for any purpose other than having authority to provide warnings or direct persons to leave the Property, and for serving as complaining witness and for signing complaints for legal violations occurring on the Property.

The City agrees that it shall provide notice to the Owner of any legal violations occurring on the Property upon request, and also in accordance with the requirements of City Code.

Owner shall post appropriate signage on the Property advising that its common areas, including but not limited to parking lots and open areas, are posted for No Trespassing, and appropriate signage advising of any parking restrictions for vehicles in its parking lots. Owner is encouraged to post additional signage advising that the Police Department may engage in regular patrols of common areas.

This Agreement shall remain in full force and effect until terminated in writing by either party. Notices shall be delivered to Owner at the address listed above, or to the City at 200 S. Fourth Street, DeKalb, Illinois, 60115, Attention City Attorney.

Agreed this 4th day of February, 20[19]

Owner or Representative:

Jerry Smith, Mayor

City of DeKalb

[Seal]
Report Cars for Relocation: Owner employs the entity described at signs posted at the Property for purposes of relocating unlawfully parked cars from the Property. The City is authorized and requested to contact the tow relocator to report any vehicles on the Property that appear to be unlawfully parked, so that said vehicles may be towed in accordance with applicable regulations.

The Owner agrees that, if necessary, Owner or its authorized representative shall appear at any trial or proceeding arising out of the performance of this Agreement. Owner further acknowledges that the City shall not have any duty to patrol the Property, and that the Owner is responsible for the condition and monitoring of its Property. The City is not undertaking any special relationship with or obligation to Owner, other than the authority to enter the Property's common areas, and to take the actions outlined above. The City is not an agent or representative of the Owner for any purpose other than having authority to provide warnings or direct persons to leave the Property, and for serving as complaining witness and for signing complaints for legal violations occurring on the Property.

The City agrees that it shall provide notice to the Owner of any legal violations occurring on the Property upon request, and also in accordance with the requirements of City Code.

Owner shall post appropriate signage on the Property advising that its common areas, including but not limited to parking lots and open areas, are posted for No Trespassing, and appropriate signage advising of any parking restrictions for vehicles in its parking lots. Owner is encouraged to post additional signage advising that the Police Department may engage in regular patrols of common areas.

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Agreed this 4th day of February, 2019.

Owner or Representative:

[Signature]

City of DeKalb:
November 26, 2018

The Honorable Jerry Smith
Mayor – City of DeKalb and City Council
200 South 4th Street
DeKalb, IL 60115

Dear Mayor Smith and City Council Members,

On November 7, 2018 the City of DeKalb Planning and Zoning Committee unanimously approved SV CSG South DeKalb 1 LLC and SV CSG South DeKalb 2 LLC for the following changes:

- Rezoning PIN# 08-34-300-033 from H-I Heavy Industrial to PD-I Planned Industrial
- Preliminary of Plat of Subdivision for a 3-lot subdivision

SV CSG South DeKalb 1 and 2 LLC respectfully request that the City Council waive the Second Reading requirement in this matter and approve the zoning petition and First Reading.

Thank you for your consideration and should you have any comments or questions, please feel free to contact me at any time.

Sincerely,

[Signature]

Bill French
Regional Director of Project Development

847-414-0134
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT
November 2, 2018

TO: DeKalb Planning and Zoning Commission
FROM: Jo Ellen Charlton, Community Development Director
       Dan Olson, Principal Planner

RE: Zoning Map Amendment from the "HI" Heavy Industrial District to the "PD-I" Planned Development – Industrial District and approval of a Planned Development Preliminary Plan for a community solar garden to be located along the north side of Gurler Road, approximately 500 feet east of S. 1st St. (SunVest Solar, Inc.)

I. GENERAL INFORMATION

A. Purpose
   Approval of a Zoning Map Amendment from the "HI" District to the "PD-I" District and approval of a PD Preliminary Plan for the development of two, 2 megawatt community solar gardens

B. Location/Size
   North side of Gurler Road, approximately 500 feet east of S. 1st St./36.34 acres

C. Petitioner
   SZV CSG South DeKalb 1 and 2, LLC represented by Bill French of SunVest Solar, Inc.

D. Existing Zoning
   "HI" Heavy Industrial District

E. Existing Land Use
   Agricultural

F. Proposed Land Use
   Solar Garden (26 acres)/ Industrial (10-11 acres)

G. Surrounding Zoning and Land Use
   North: "HI"; Stormwater facility, warehouse
   South: "A1" (DeKalb County); agriculture
   East: "HI"; Goodyear Tire DC
   West: "A1" (DeKalb County); SF and ag. land

H. Comprehensive Plan Designation
   Light Industrial
II. BACKGROUND AND ANALYSIS

Background

The applicant is requesting approval of zoning map amendment from the “HI” Heavy Industrial District to the “PD-I” Planned Development – Industrial District and approval of a Planned Development Preliminary Plan for a 36.34 acre site located along the north side of Gurler Road, approximately 500 feet east of S. 1st St. Proposed is the development of two, 2 megawatt community solar gardens on approximately 26 acres of the subject property and about 10-11 acres proposed for future industrial uses. Consideration to approve waivers are also requested to Article 7.06 Fences, Article 10.05 Lighting Requirements, Article 12.04 Landscape Requirements and Article 9 Streets, Sidewalks and Subdivision Design of the Unified Development Ordinance (UDO). A preliminary plat was submitted also indicating the division of the subject property into three lots. Lots 1 and 2 will contain the two separate solar gardens and lot 3 will contain future industrial uses. Lot 2 is a flag lot, however it does meet the requirements for such lot as outlined in the UDO.

There are two separate solar arrays and they are concentrated on the southern and central portions of the subject site. Each solar array area will be approximately 13 acres, leaving about 10-11 acres available for future industrial development on the northern portion of the site. The applicant indicated in their Project Summary that the site has been marketed for almost 20 years and there has been little interest by industrial users. Access to the solar arrays and two small equipment pads is proposed via a 12-foot-wide paved access on the southeast part of the site from Gurler Road. No public access to the facility is proposed. The fire department is requesting an extension of the drive to the north end of the solar arrays for better access in case of an emergency or grass fire.

Site improvements will consist of solar panels installed in a fixed-tilt racking system that will be supported with galvanized steel beams and pile driven 8-10 feet into the ground. The fixed-tilt panels will be facing south, thus the rows of panels will be orientated in an east-west direction with the panels set at an approximate 60-degree angle. The total height of the panels will be approximately 9’6”. A seven-foot-high chain-link fence is proposed around the perimeter of each of the solar gardens and there will be a gate at the entrance. A minimum 40-foot setback will be provided along Gurler Road and S. 1st St. and a 50-foot setback is proposed around the perimeter of the site with a 100-foot setback provided along the west side of the property due to an adjacent residence. A 20-foot-wide easement is proposed along the south side of the site adjacent to Gurler Road to provide a future location for a water main extension and possibly a sanitary sewer. The City is not requiring the extension of the watermain (16”) along Gurler Road or S. 1st St. at this time, however looping the watermain along those streets would be required once the industrial portion of the site is developed. The developer will be required to secure 50% of the installation costs for a 16” watermain across the subject property’s frontage along Gurler Road with annual payments to be determined and agreed to by the City and developer prior to final City Council action.
Landscaping consisting of shade/ornamental trees, evergreen trees and shrubs are proposed along Gurler Road and adjacent to the residential property to the west. The area around the solar arrays will be planted with low profile native prairie seed mix that will require minimal maintenance. The staff is recommending that the frontage along Gurler Road (outside of the fenced area) be mowed and not be planted with the prairie seed mix.

All electrical cables will be buried throughout the project area, however six new 40-foot-tall overhead utility poles are proposed along Gurler Road at the southeast portion of the site. Clarification from the applicant is requested regarding the number and height of the poles and will be further discussed at the hearing.

The applicant has submitted a Property Value Impact Study that analyzed the property value data from several other solar gardens in the Midwest and concluded that they do not have a negative effect on surrounding property values. A copy of study is provided in the Commission’s packet.

**Waivers to the Unified Development Ordinance**

**Fencing** - The plans indicate a 7-foot-high chain link fence around the perimeter of the two solar array areas. Article 7.06 of the UDO limits the height of open fences to 6 feet, however taller fences are allowed as part of the any PD-I zoned district if the fence is part of landscape buffering or screening. The waiver is justified since the proposed fence is needed for safety and security purposes.

**Lighting Requirements** - No interior lighting is planned for the facility since there will be no public access or parking facilities. A waiver to the lighting requirements of Article 10.5 of the UDO is justified and recommended for approval.

**Landscaping** - Landscaping is proposed along Gurler Road and adjacent to the residential property to the west of the site, however not provided on the east or north sides of the site adjacent to the existing industrial/warehouse and open space. The future industrial development to the north will be required to have landscaping per the UDO when developed. Based upon the nature of the solar garden development and not having any parking areas, a waiver to the landscaping requirement of Article 12.04 of the UDO is warranted, except as shown on the submitted landscape plan.

**Streets, Sidewalks and Subdivision Design** - The subdivision regulations (Article 9) of the UDO require the extension of utilities and improvements when subdividing property. Due to the fact the proposed solar garden does not require water or sanitary service, the utilities will not be required to be extended at this time. The proposed development standards have language regarding the extension of utilities once the industrial portion of the site (lot 3) develops.
III. STANDARDS OF REZONING

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 2005 Comprehensive Plan recommends the subject site for Light Industrial uses. The proposed uses will be consistent with other permitted uses within the Industrial zoned districts in the UDO. The applicant has indicated the site has been marketed for almost 20 years and there has been little interest by industrial users.

2. The proposed rezoning conforms to the intent and purpose of the Unified Development Ordinance.

Re-zoning of the subject site to the PD-I District will allow the project to comply with the regulations of the UDO except for waivers for fences, lighting requirements, landscape requirements and streets, sidewalks and subdivision design. The waivers are justified based upon the nature of the community solar garden infrastructure and development. The PD-I District designation will offer the City more control over the future development of the site including utility extensions.

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 zoning and land use are consistent and compatible with the surrounding area and Comprehensive Plan. A large tire distribution center lies to the east of the site and agricultural uses are to the south and west of the subject property. To the north is a stormwater detention facility owned by the City of DeKalb and a variety of industrial, commercial and warehouse uses. The proposed solar garden arrays will be adequately setback from Gurler Road and adjacent properties. A landscape buffer of shade/ornamental trees, evergreen trees and shrubs will be installed along Gurler Road and at the western portion of the site to help screen the solar arrays from Gurler Road and an adjacent single-family home. The applicant provided a property value impact study concluding that solar gardens do not have a negative effect on surrounding property values. In addition, the proposed use is a renewable energy source that will be a benefit to the City and area.

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 subject property is proposed for “PD-I” Planned Development – Industrial zoning. The “PD-I” District will allow the property to be used for uses that will be compatible with the surrounding area and consistent with the Comprehensive Plan recommendations.
5. **Adequate public facilities and services exist or can be provided.**

An existing 16” water main lies to the east of the site along the north side of Gurler Road will be extended onto the far southeastern portion of the site. The developer will be required to secure 50% of the installation of the cost of a 16” watermain across the subject property’s frontage along Gurler Road. Due to the proposed large expanse of native plantings and little impervious surface, stormwater detention is not required for the site at this time. The developed solar farm condition will have net stormwater runoff that is either equal to the existing or within the range the detention pond to the north was designed to handle from the subject parcel. The future development of the any industrial uses on the north side of the site will require a re-evaluation of stormwater needs.

IV. **STANDARDS FOR PLANNED DEVELOPMENT**

General Standards: The approval of the Development Plan may provide for such exceptions from the regulations associated with traditional zoning districts as may be necessary or desirable to achieve the objectives of the proposed planned development. However, such exceptions shall consistent with the City’s Comprehensive Plan and the standards contained in this Section and have been specifically requested in the application for a planned development; and further, that no planned development shall be allowed which would result in:

1. **Inadequate or unsafe access to the planned development;**

Access will be provided off Gurler Road via a 12-foot wide asphalt drive. There is little need for access to the site and there will only be occasional maintenance vehicles entering the property. Public access is not proposed for the site.

2. **Traffic volumes exceeding the anticipated capacity of the proposed major street network in the vicinity;**

A traffic analysis was provided by the applicant indicating the traffic volumes to the subject site will be very minimal. Traffic during the construction phase will use Gurler Road and parking for about 15 construction workers will be provided on the site.

3. **An undue burden on public parks, recreation areas, schools, fire and police protection and other public facilities which serve or are proposed to serve the planned development;**

The DeKalb Park District, DeKalb School District #428 and the City of DeKalb Police and Fire Departments have all reviewed the plans and do not object to the proposed use. The DeKalb Fire Department approves of the plan subject to the extension of the drive along the east side of the site and the installation of a Knox system at the gates. The proposed use is a renewable energy source
that will be a benefit to the City and area.

4. **A development which will be incompatible with the intent and purposes of this Ordinance;**

The applicant is requesting Planned Development Zoning, which allow the City to approve regulations that will control the zoning, development and maintenance, operations and other property improvement related issues. The Planned Development offers the City more control over the project and its future development (e.g. utility extensions). Waivers to the UDO are requested for fencing, lighting requirements, landscape requirements and streets, sidewalks and subdivision design, which are justified based upon the nature of the development.

5. **Detrimental impact on surrounding area including, but not limited to, visual pollution;**

The proposed zoning and land use are consistent and compatible with the adjacent properties and the Comprehensive Plan. The proposed rezoning should not have a detrimental effect on the adjacent properties or land uses. The proposed use will be adequately setback from Gurler Road and adjacent properties and a landscape buffer will be installed along Gurler Road and at the western portion of the site to help screen the solar arrays. The applicant provided a property value impact study concluding that solar gardens do not have a negative effect on surrounding property values. There will be no noise pollution generated from the proposed use.

V. **CITIZEN RESPONSE/COMMENTS**

A Citizen Response Form was received from Elisheva Beller of Oak Properties who requested to see more specifics regarding the proposal. The applicant contacted Ms. Beller and answered her questions regarding the project. Oak Properties owns about 10 acres of property to the northwest of the subject site.

VI. **CONCLUSIONS AND RECOMMENDATIONS**

The proposed solar garden is a renewable energy source that will be a benefit to the City and area. The development of the site with the proposed uses meet the intent of the Comprehensive Plan and will not be detrimental to the surrounding neighborhood. Staff would recommend approval.

**Sample Motion:**

Based upon the submitted petition and testimony presented, I move that the Planning and Zoning Commission forward its findings of fact and recommend to the City Council approval of a zoning map amendment from the “HI” Heavy Industrial District to the “PD-I” Planned Development – Industrial District and approval of a Planned Development Preliminary Plan for the development of two, 2 megawatt community solar gardens on lots 1 and 2 and industrial uses on lot 3, as shown
on the Preliminary Plat, per the standards of the “HI” Heavy Industrial District of the UDO and approval of waivers to Article 7.06 Fences, Article 10.05 Lighting Requirements, Article 12.04 Landscape Requirements and Article 9 Streets, Sidewalks and Subdivision Design of the UDO for the subject property per the Planned Development Plans and Development Standards listed in Exhibit A and subject to all staff comments being addressed prior to final City Council action as listed in Exhibit B.
Exhibit A

Planned Development Plans

- Preliminary Plat dated 8-30-18 prepared by Wendler Engineering
- Sheets PV1 Site Plan, PV2 Racking Detail, PV3 Fence Detail, E1 Single Line, E2 Switchgear Detail, E3 Equipment Documents, and E4 Fence Signage all for Midland IRA CSG 1 and 2 dated 8-20-18 prepared by New Energy Equity
- Landscape Plan for Midland IRA CSG 1 and 2 dated 8-17-18 prepared by the Lannert Group

Development Standards

Development of the subject site shall be for a solar garden on lots 1 and 2 per the Planned Development Plans noted in this Exhibit as well as future industrial uses on lot 3 per the regulations of the "HI" Heavy Industrial Zoning District and the additional standards listed below.

1. A waiver to the installation of water main is granted until development occurs on lot 3 as shown on the preliminary plat, at which time the water main will be looped along S. 1st St. to the existing water main on Gurler Road and all other public improvements shall be installed per the subdivision standards in the UDO.

2. The developer shall secure 50% of the installation costs for a 16” watermain across the subject property’s frontage along Gurler Road with annual payments to be determined and agreed to by the City and developer prior to final City Council action.

3. 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 subject property.

4. Waivers to the UDO shall be granted for the following:

   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).

   Article 10.05 to not require interior lighting for the solar gardens (Lots 1 and 2 on the Preliminary Plat).

   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 for Midland IRA CSG 1 and 2 dated 8-17-18 prepared by the Lannert Group.
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 outline in the Development Standards.
Exhibit B

Prior to final review and action by the City Council, the following comments should be addressed per the satisfaction of City staff.

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, site plan and landscape plan.

2. The preliminary plat will need to 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 should be removed.

3. Clearly show the existing and proposed (dedication) right-of-way on the site plan for Gurler Road.

4. Revise the site plan showing the extension of the 16" watermain, with one hydrant, to the west side of the proposed maintenance road.

5. Add a note to the site plan that the developed solar farm condition will have a net stormwater runoff that is either equal to the existing or within the range the City-owned detention pond to the north was designed to handle from the subject property.

6. The minimum size for the proposed ornamental trees shall be increased from 4 feet to 6 feet.

7. Clarify on the landscape plan the extent of the prairie seed mix. It is recommended the frontage along Gurler Road (outside of the fenced area) be mowed and not planted with the prairie seed mix. Please add note to the plan indicating so.

8. Add to the landscape plans a note indicating there shall be no disruption to the existing tree line along the west side of the subject property.

9. The extent/location of the solar arrays should be consistent between the site plan and landscape plan.

10. Has there been consideration of an 8-foot-high deer fence in lieu of the proposed 7-foot-high chain link fence? A deer fence can provide additional protection from deer and other animals from entering the solar array area.
11. The Project Summary notes there will be three new wooden 30-foot-tall electrical support poles along Gurler Road, however the site plans (CSG 1 and 2) indicate 6 new poles at 40 feet in height. Please clarify. Please explain the need for 6 poles. How does the height of the new poles compare to the existing utility poles along Gurler Road?

12. For any gate, the fire department will need to be able to access it using a Knox product acceptable to both the department and developer.

13. Extend the proposed 12-foot-wide drive to the north end of the solar arrays (include a turn-around). This will allow proper access for smaller fire equipment in case of an emergency or brush/grass fire.

14. If any buildings/structures are constructed on-site, access to them using the Knox system will be required.

15. Any fire alarms on-site will need to be monitored by an outside vendor.

16. Will there be any ground signs on the property identifying the site?
Typical Solar Installation

Solar Installation with Pollinator Habitat
DEVELOPING COMMUNITY SOLAR PROJECTS

• The Illinois Legislature passed legislation in December of 2016 that required the Illinois Power Agency to develop a plan to meet the state’s renewable energy goals from new wind and solar projects.

• A portion of the required renewable energy must come from Community Solar projects, which are up to 2MWac solar projects that connect directly to Ameren or ComEd’s distribution system.

• Residents and businesses can purchase energy from each Community Solar project – they get a credit for the energy generated by the project that off-sets charges on their utility bill.

• Each MW of solar requires 6-10 acres of land – so we’re looking for sites that are 12-20 acres in size.

• Preferred land is flat and free from obstructions such as trees, wetlands, abandoned buildings, etc. Farmland is generally well suited for solar development for these reasons.

• Preferred locations are also adjacent to 12.4 or 34.5kv electrical distribution lines (see photograph attached as an example) and are within 1-2 miles of an electrical substation.

• We are interested in leasing sites that fit the description above.

• Lease terms generally pay $1,000-$1,200/acre depending on site characteristics.

• Leases have term of 20 to 25 years and typically contain a development period at the front end that allows the developer to secure all the necessary permits prior to commencing the term.

• Leased area must be adjacent to the electrical lines and SunVest works with the landowner for a mutually beneficial layout on the property.

• Leases will have a provision that the solar project company will pay any additional property taxes attributed to the development of the project.
SOLAR PROJECT BASICS

- Solar panels (or "modules") are 1 meter x 3 meters (or 3.29 feet x 9.87 feet).

- The racking system, which holds the modules in place, are supported by steel "I-beam" pilings driven into the ground. Using steel I-beams minimizes the amount of ground disturbance and generally does not require the use of concrete.

- I-beams driven approximately 8-10 feet into the ground.

- Rows for fixed solar installations run east/west. Rows for tracking systems (modules follow the path of the sun) run north/south.

- Spacing between rows is 16-26 feet depending on the site and surrounding characteristics.

- After construction, ground is seeded and maintained to eliminate erosion and weeds.

- It takes approximately 144 modules, on 6-10 acres of ground, to generate 1 MW of solar power. 1 MW of energy can power 200 homes.

- Modules are maintained twice a year for inspection and cleaning.

- Modules are designed for a 20 to 25-year life span.

- No buildings on-site.

- Operations and Maintenance done by remotely via computer connection.

- See attached photos for a typical solar installation detailing the listed information.
12.4kV Distribution Line
34.5kV Distribution Line
PROJECT SUMMARY

SV CSG South Dekalb 1 and 2 LLC is proposing to rezone the property from “HI” Heavy Industrial District to “PD-I” Planned Development-Industrial District for the development of two, 2 MW community solar gardens on the 36-acre parcel north of Gurler Road and east of South First Street. The property is zoned heavy industrial (HI) and although it has been marketed for development for almost 20 years, there has been little interest by Industrial users. Each community solar garden will use approximately 13 acres, leaving 11.31 acres available for future industrial development. Access to the site will be from a 12’ wide entrance located at the east end of the site along Gurler Road. Off-street parking will be provided for vehicles inside of the project area.

CITY OF DEKALB COMPREHENSIVE PLAN

The proposed rezoning of the property from “HI” Heavy Industrial District to “PD-I” Planned Development-Industrial District is in keeping with the City of DeKalb Comprehensive Plan. The proposed uses will be consistent with other typical uses within the Industrial District.

IMPACT TO ADJACENT EXISTING AND FUTURE LAND USES

The proposed rezoning and intended uses of the property will not have a negative impact on the existing and future land uses of the area. As the property is currently zoned “HI” Heavy Industrial, the proposed rezoning to “PD-I” Planned Development-Industrial will be compatible with the existing and future land uses in the area. In addition, the proposed uses will be setback from Gurler Road and adjacent properties and a landscape buffer of shade trees, ornamental trees, evergreen trees and shrubs will be installed along the ROW to help screen the solar facilities from Gurler Road.

IMPACT TO ADJACENT PROPERTY VALUES

Solar gardens do not have a negative effect on surrounding property values. SV CSG South DeKalb 1 and 2 LLC has provided a property impact analysis with data from several solar gardens in the Midwest US to support this view.
IMPACT TO THE GENERAL PUBLIC'S HEALTH, SAFETY AND WELFARE

Generally, solar gardens do not have a negative effect on surrounding properties health and safety and do not impede the welfare of the surrounding area.

REQUESTED WAIVERS FROM THE UDO

- Article 12.04 - Waiver from landscape requirement of all perimeter yards.
- Article 10.05 – Waiver from requirement to install lighting.
- Article 7.06.2 – Waiver to install 7’ tall chain-link safety fence around perimeter of the solar facilities

PROJECT FEATURES

Site improvements will consist of photovoltaic solar panels installed on a fixed-tilt racking system. The racking system will be supported by galvanized steel beams, pile driven 8 – 10’ into the soil. No concrete is anticipated to be used for the support system. The fixed-tilt panels will be facing south, thus the rows of panels be oriented in an east-west direction with the panels set at an approximate 60-degree angle. The overall height of the system will be approximately 9’-6” tall. A 12’ wide access drive will provide year-round access to all major equipment throughout the array. Each solar garden will be surrounded by a 7’ tall chain link fence, with a locked gate for security and safety. A minimum 40-foot front yard setback will be provided along Gurler Road, in addition to a 20’ sanitary sewer easement reserved for future expansion. The balance of the solar facility will be setback a minimum of 50’ from the property lines, with an increase to a 100’ setback to the residential property located west of the facility. The entire site will be covered with diverse, pollinator friendly, native vegetation specifically designed for this project. The vegetation will be native, requiring minimal maintenance once established, and create habitat beneficial to bees, other insects, birds and other animal species. All electrical cables will be buried throughout the project area. However, three wooden electric support poles will be needed to transfer the power generated from the project to the local distribution lines located along Gurler Road. These poles will be approximately 30’ tall.
STORMWATER RUNOFF MANAGEMENT

Post construction management is developed to meet the spirit and intent of the performance standards set for the IDNR and the City of DeKalb. Due to the unique ability to establish a native meadow / prairie planting underneath and surrounding the solar panels, and surrounding other impervious surfaces, the project will create an expansive densely vegetated buffer strip. Post construction storm water runoff will be managed by means of this densely vegetated meadow / prairie planting under and surrounding all impervious areas. Approximately 12.74 acres (98% of the project site) of each 13-acre project will function as a densely vegetated buffer strip. The solar panels will have a minimum ground clearance of 30-36”.

CONSTRUCTION ACTIVITIES

It is anticipated that 25 full time employees will be on site in the early stages of construction. This will reduce to a team of approximately 10 members toward the end of the construction activities. Typically, there will be a vehicle for each worker, approximately three (3) small vehicles for transferring equipment around the site, and temporary equipment needed to perform different construction tasks. Hours of operation will be within 7am – 9 pm. The total construction will take approximately 12-16 weeks. The first two (2) weeks will consist of pile driving with the balance of the construction timeline used for erecting the racking, panels and electrical equipment. Dust will be mitigated through the use of a water truck as needed.

FACILITY SAFETY

The facility will be surrounded by a 7’ tall chain link fence with a locked gate to prevent access from unauthorized persons. All major electrical equipment will be individually locked and warning signage is provided to identify specific dangers.

LIGHTING

No interior lighting is planned at this facility.
OPERATIONS & MAINTENANCE

The site will be monitored off-site via a scada system and wireless phone connection. The site will be visited annually once or twice for the maintenance of the electrical system. This will be limited to a crew of 1-2 electrical personnel in a passenger vehicle performing annual maintenance checks and replacing equipment as needed.

VEGETATION MAINTENANCE

Once the native meadow / prairie vegetation is established, maintenance of the plantings will occur bi-annually and will consist of mowing and spot treating noxious weeds. Additional seeding will be done on an “as needed” basis to help maintain optimal vegetative cover.
Traffic Analysis Impacts
SV CSG South DeKalb 1
Community Solar Garden

Project Location

Gurler Road and South First Street
DeKalb, IL
Latitude: 41 deg 53’ 36.42” N
Longitude: 88 deg 46’ 15.23” W

Analysis

For the 2MW ground mounted solar array, there will be minimal impact to the traffic in this area. Having successfully constructed many other projects like this in the past, New Energy Equity has detailed knowledge of how many vehicles and crew members it takes to construct a project of this size.

Throughout the 8-12 week construction period, up to an additional twenty-five (25), 52’ semi-trailer trucks will deliver materials to site. In addition to this, approximately fifteen (15) construction workers will be commuting to site during the construction of the project. These workers will be primarily driving pick-up trucks and will be parked on site 6 days per week.

The 2-lane road being utilized for this project is Gurler Road. The project is located approximately one-mile South of Interstate 88. Major deliveries will likely be routed from the East via IL Rt. 23. No significant traffic delays are anticipated during any part of the construction of this ground mounted solar array.
Traffic Analysis Impacts
SV CSG South DeKalb 2
Community Solar Garden

Project Location

Gurler Road and South First Street
DeKalb, IL
Latitude: 41 deg 53' 36.42" N
Longitude: 88 deg 46' 15.23" W

Analysis

For the 2MW ground mounted solar array, there will be minimal impact to the traffic in this area. Having successfully constructed many other projects like this in the past, New Energy Equity has detailed knowledge of how many vehicles and crew members it takes to construct a project of this size.

Throughout the 8-12 week construction period, up to an additional twenty-five (25), 52’ semi-trailer trucks will deliver materials to site. In addition to this, approximately fifteen (15) construction workers will be commuting to site during the construction of the project. These workers will be primarily driving pick-up trucks and will be parked on site 6 days per week.

The 2-lane road being utilized for this project is Gurler Road. The project is located approximately one-mile South of Interstate 88. Major deliveries will likely be routed from the East via IL Rt. 23. No significant traffic delays are anticipated during any part of the construction of this ground mounted solar array.
Owners Name: Oak Properties Limited Partnership - Jordan Beller
Property Address: 2805 S. First Street

Basic Input:

□ I support the proposal.
□ I support the proposal in general but would like to see specifics before I decide.
□ I do not support the proposal.

Written Comments:

What is the environmental impact?
Will the farm contaminate the ground or ground water?
Does the farm make noise?
Our tenant is right next door. How will this impact them?

I cannot support this proposal until I know more.

Thank you,
Elisheva Beller
Oak Properties L.P.
773-247-2197
PROPERTY VALUE IMPACT STUDY

ADJACENT PROPERTY VALUES SOLAR IMPACT STUDY:
A STUDY OF NINE EXISTING SOLAR FARMS

Located in Cook, Champaign, LaSalle, and Winnebago Counties, Illinois; Porter, Madison, and Marion Counties, Indiana; and Chisago County, Minnesota

PREPARED FOR:
Mr. Patrick Dalseth
Regional Director of Project Development
SunVest Solar Inc.
25 N. River Lane
Geneva, IL 60134

SUBMITTED BY:
CohnReznick, LLP
Valuation Advisory Services
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May 30, 2018
EXECUTIVE SUMMARY

The purpose of this real estate impact study is to determine whether the existing solar farm uses under study have had any measurable impact on the value of adjacent properties.

According to the Solar Energy Industries Association (SEIA) 2017 statistics, Illinois had 83.8 Megawatts (MW) of solar panels installed as of year-end 2017, compared to Indiana which has had 275.6 MW of solar panels installed. Minnesota had 744.4 MW of solar installations as of the end of 2017, ranking 6th in the nation.

As we are studying the impact of this use on adjacent property values in Illinois, we have only studied established solar farms in the Midwest; this is primarily due to the way soil conditions, climate, and topography differ from region to region and how they contribute to property values.

We have included several of these established solar farms in Illinois, Indiana and Minnesota, focusing on similar rural and suburban areas with neighboring residential homes, that we believe are comparable to those locations proposed in Illinois. Solar farms with a variety of output capacities have been studied because of the existence of residential homes within close proximity. With sales of these adjacent properties, we are able to analyze the property value trends in similar locations as the proposed solar farms.

Study Features

Our study includes research and analyses of nine existing solar panel farms and the property value trends of the adjacent land uses, including agricultural, single family and residential properties; review of published studies, and discussions with market participants, summarized as follows:

- Solar Farm A (North Star Solar Farm) is located near the City of North Branch, in unincorporated Chisago County, Minnesota. The solar farm is a 100 MW solar farm that is situated on approximately 1,000 acres of land and is surrounded by agricultural land uses and some residential uses.

- Solar Farm 1 (Grand Ridge Solar Farm) is located near the City of Streator in LaSalle County, Illinois, in a primarily rural area, on two contiguous parcels totaling 160 acres. Surrounding uses consist of agricultural land, some with homesteads, and single family homes to the northwest. We found one adjoining property which qualified for a paired sales analysis.

- Solar Farm 2 (Rockford Solar Farm) is located in the City of Rockford in Winnebago County, Illinois, just a little over one mile south of the Chicago-Rockford International Airport and is comprised of three parcels for a total acreage of 182.29 acres. This solar farm construction was announced in March 2011, and completed in October 2012. The surrounding uses include agricultural and industrial land. Many of the surrounding parcels are owned by the Chicago-Rockford International Airport Authority. We found two adjoining properties which qualified for a paired sales analysis.

- Solar Farm 3 (Exelon City Solar Farm) is located in the City of Chicago in Cook County, Illinois, in the West Pullman Industrial redevelopment on a 41-acre brownfield site. The solar farm was announced on April 22, 2009 and began operations in July 2010. The surrounding area is primarily populated with single family home uses to the south and west, and vacant industrial land to the north and east. For Solar Farm 3, there were no adjoining properties with sales that fit the criteria to perform a paired sales analysis.

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- Solar Farm 4 (University of Illinois Solar Farm) is located in the City of Champaign, Champaign County, Illinois, just south of the University Illinois Urbana-Champaign Campus. This solar farm is located on 20.79 acres of land. The solar farm was announced for construction on November 12, 2012, and completed on November 2015. This solar farm is owned and operated by the University of Illinois and is considered one of the largest university solar farms in the country. Surrounding uses include a nature preserve to the east and south, commercial offices to the west, and university-occupied land to the north. There were no adjoining properties with sales that fit the criteria to perform a paired sales analysis for Solar Farm 4.

- Solar Farm 5 (Dominion Indy Solar Farm III) is located in a suburban, yet rural area outside of Indianapolis, in Marion County, Indiana, on a parcel totaling 134 acres. The surrounding uses consist of agricultural land to the east, west and south, and a single family subdivision to the north. We found eight adjoining properties which qualified for a paired sales analysis.

- Solar Farm 6 (Portage Solar Farm) is located near the City of Portage, in Porter County, Indiana. This solar farm is situated in a residential area on a 56-acre parcel of land. The surrounding uses consist of agricultural land to the north and east, and residential uses such as single family homes to the west and northwest, and multifamily apartments to the south. We found two adjoining properties that qualified for a paired sales analysis.

- Solar Farm 7 (IMPA Frankton Solar Farm) is located in the Town of Frankton, in Madison County, Indiana. This solar farm is situated in a fairly rural area and is located on a 13-acre parcel. The surrounding uses consist of single family homes to the east, agricultural land to the south, west, and north, and some baseball fields as well. We found two adjoining properties which qualified for a paired sales analysis.

- Solar Farm 8 (Valparaiso Solar Farm) is located near the City of Valparaiso, in Porter County, Indiana. This solar farm is situated in a fairly rural area on two contiguous parcels totaling 27.9 acres. The surrounding uses consist of vacant land to the north, and single family homes to the east, south and west. We considered two adjoining properties which qualified for a paired sales analysis.

- We performed a paired sales analysis for each adjoining property that fit the criteria for analysis that were adjacent to the solar farms we studied. The sales adjacent to solar farms, or Test Areas, were compared to agricultural land sales or single family home sales not adjacent to solar farms within the same county or geographical area as the subject solar farms, or Control Areas.

- We analyzed 17 adjoining property sales in Test Areas and 70 comparable sales in Control Areas, collectively, for the Grand Ridge Solar Farm, for the Rockford Solar Farm, the Dominion Indy III Solar Farm, the Portage Solar Farm, the IMPA Frankton Solar Farm, and the Valparaiso LLC Solar Farm, over the past five years. The remaining three solar farms did not have data available for analysis.

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Methodology

The basic premise of this comparative analysis is that if there is any impact on the property values, by virtue of their proximity to a solar farm, it would be reflected by such factors as the range of sale prices, differences in unit sale prices, conditions of sale, and overall marketability. When comparing these factors for properties near the solar farm to properties locationally removed from the solar farm, we would expect to see some emerging and consistent pattern of substantial difference in these comparative elements – if, in fact, there was an effect.

Results

Illinois is an emerging Solar Farm market, so there are few existing solar farms to study here. We do note that our studies of facilities of various sizes demonstrate the same conclusions: that there is no measurable and consistent difference in property values for properties adjacent to solar farms when compared to similar properties locationally removed from their influence. This is supported by our interviews with local real estate brokers who have stated that there is no difference in price, marketing periods or demand for the homes directly adjacent to the 100 MW Solar Farm in Minnesota, which corroborates exactly what the real estate agents have said about the homes in Illinois adjacent to 2 MW facilities.

We have also reviewed published methodology for measuring impact on property values as well as published studies that specifically analyzed the impact of solar farms on nearby property values. We have also interviewed market participants, including County and Township Assessors, to give us additional insight as to how the market evaluates farm land and single family homes with views of the solar farm. These studies found little to no measurable and consistent difference in value between the Test Area Sales and the Control Area Sales attributed to the proximity to solar farms and are generally considered a compatible use. Considering all of this information, we can conclude that since the Adjoining Property Sales (Test Area Sales) for the existing solar farms studied were not adversely affected by their proximity to solar farms, that properties surrounding other solar farms operating in compliance with all regulatory standards will similarly not be adversely affected, in either the short or long term periods.
May 30, 2018

Mr. Patrick Dalseth
Regional Director of Project Development
SunVest Solar, Inc
25 N. River Lane
Geneva, IL 60134

SUBJECT: Property Value Impact Study
Nine Solar Farms
Located in Cook, Champaign, LaSalle, and Winnebago Counties, Illinois;
Porter, Madison, and Marion Counties, Indiana; and Chisago County, Minnesota

Dear Mr. Dalseth:

CohnReznick is pleased to submit the accompanying adjacent property values impact study of the above referenced subject properties. Per the client’s request, we have researched four solar farms in Illinois: Grand Ridge in LaSalle County (Solar Farm 1), Chicago Rockford International Airport in Winnebago County (Solar Farm 2), the Exelon City Solar Farm in Cook County (Solar Farm 3), and the University of Illinois Solar Farm in Champaign County (Solar Farm 4). We have also researched four solar farms in Indiana: Dominion Indy Solar III Farm in Marion County (Solar Farm 5), Portage Solar Farm in Porter County (Solar Farm 6), IMPA Frankton Solar Farm in Madison County (Solar Farm 7), and Valparaiso Solar LLC Farm in Porter County (Solar Farm 8). One additional solar farm in Minnesota, the North Star Solar Farm in Chisago County (Solar Farm A), was also researched.

In forming this report, we have researched and visited the existing solar farms in Illinois and Indiana, researched articles and other published studies, and interviewed real estate professionals and Township Assessors, active in the market where solar farms are located, to gain an understanding of market perceptions:

The purpose of the assignment is to determine whether the proximity of the subject facilities (solar farms) resulted in any significant measurable and consistent impact on adjacent property values, given the existing uses and zoning of nearby property at the time of development. The intended use of our opinions and conclusions is to assist the client in addressing local concerns regarding a solar farm’s potential impact on surrounding property values, in addition to addressing the required criteria for obtaining approvals for proposed solar energy uses, such as minimizing the impact on adjacent property values. We have not been asked to value any specific property, and we have not done so. The client for the assignment SunVest Solar Inc.. The report may be used only for the aforementioned purpose and may not be distributed without the written consent of CohnReznick LLP ("CohnReznick").

The assignment is intended to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute as well as applicable state appraisal regulations.

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Based on the analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion is as follows below.

CONCLUSIONS

We analyzed 17 adjoining property sales and 70 comparable sales, collectively, for the Grand Ridge Solar Farm, the Rockford Solar Farm, the Dominion Indy III Solar Farm, Portage Solar Farm, the Valparaiso LLC Solar Farm, and the IMPA Frankton Solar Farm, over the past five years. We note that proximity to the solar farms has not deterred sales of nearby agricultural land and residential single family homes.

No empirical evidence evolved that indicated a more favorable real estate impact on the Control Area Sales as compared to the adjoining, Test Area Sales with regard to such market elements as:

1. Range of sale prices
2. Differences in unit sale prices
3. Conditions of sale
4. Overall marketability
5. New Development
6. Rate of Appreciation

We have also reviewed published methodology for measuring impact on property values as well as published studies that specifically analyzed the impact of solar farms on nearby property values. We have also interviewed market participants, including Township Assessors, to give us additional insight as to how the market evaluates farm land and single family homes with views of the solar farm.

These studies found little to no measurable and consistent difference in value between the Test Area Sales and the Control Area Sales attributed to the proximity to solar farms and are generally considered a compatible use. Considering all of this information, we can conclude that since the Adjoining Property Sales (Test Area Sales) for the existing solar farms analyzed were not adversely affected by their proximity to solar farms, that properties surrounding other solar farms operating in compliance with all regulatory standards will similarly not be adversely affected, in either the short or long term periods.
If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Very truly yours,

CohnReznick, LLP

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