



USS DUCKS SOLAR LLC  
VARIANCE APPLICATION  
JUNE 17, 2022





## COVER LETTER

June 17, 2022  
City of Oregon  
115 N. 3<sup>rd</sup> St.  
Oregon, IL 61061

**RE: Application by USS Ducks Solar LLC for a Variance to Construct and Operate a Community Solar Garden**

Dear City of Oregon,

Attached, please find an application for a Variance to construct and operate a community solar garden within the City of Oregon. Pursuant to the City Ordinance, the request is being made by USS Ducks Solar LLC, a subsidiary of United States Solar Corporation ("US Solar"). US Solar, a developer/owner/operator based in the Midwest, seeks to make the benefits of solar more accessible. We coordinate all Project details— site acquisition, development, interconnection, permitting, finance, construction, operations, and maintenance.

USS Ducks Solar LLC plans to develop and construct a 4.8-megawatt (MWac) community solar garden (the "Solar Garden") in the City of Oregon on approximately 28.2 acres of parcel 16-04-151-018, at approximately 1061 W. Oregon Trail Rd., Oregon, IL 61061 (the "Property"), through the City of Oregon Variance process. Our application includes information about the site and provides detailed analysis of the applicable land use permitting considerations. You will also find information about the residents, schools, cities, and businesses who subscribe to these Solar Gardens and the local benefits to the economy and environment.

The US Solar team appreciates the coordination and insights already provided by the City of Oregon staff. Together, we will ensure that this Solar Garden will operate safely and efficiently over its lifespan, while providing environmental, financial, and social benefits to the surrounding area.

Please contact us with any questions, comments, or points for clarification. We look forward to working with the Commission on this Solar Garden.

Sincerely,



**Ryan Magnoni – Project Developer**

USS Ducks Solar LLC  
100 N 6th St., Suite 410B  
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## SOLAR GARDEN SUMMARY

USS Ducks Solar LLC respectfully submits this Variance application to construct, own, and operate a community solar garden (the "Solar Garden").

<b>Parcel Identification Number</b>	16-04-151-018
<b>Site Address</b>	1061 W. Oregon Trail Rd., Oregon, IL 61061
<b>Project Capacity</b>	4.8 MWac
<b>Project Acreage</b>	28.2
<b>Site Control Status</b>	Memorandum recorded, see Appendix II
<b>Landowner</b>	Daniel Luepkes
<b>City</b>	City of Oregon
<b>Current Use of Property</b>	Agriculture

## SELECTING THIS PROPERTY

The Property was selected because of its solar resource, physical characteristics, proximity to sufficient distribution facilities, ability to meet all local permitting requirements, and of course, landowner support.

- Solar Resource
  - Relatively large, flat, and open to provide unobstructed access to natural sunlight
- Physical Characteristics
  - Limited grading, if any, maintaining natural topsoil and existing drainage patterns
  - Not in Agricultural Preserve
  - No impact to wetlands or neighboring properties
  - Adequate space for setbacks or landscape screening
  - Soils capable of supporting facility and equipment
  - No water or other infrastructure improvements needed
- Proximity to Sufficient Distribution Facilities
  - Existing distribution line on the Project-side of W. Oregon Trial Rd.
  - Adequate capacity for the Solar Garden on existing distribution line and other infrastructure
  - Supplies electricity throughout the local community
  - Existing substation in relatively close proximity with adequate available capacity for the Solar Garden, according to Capacity Screens provided by Commonwealth Edison
- Ability to meet all local permitting requirements
- Landowner support

## LOCAL IMPACT

### ENVIRONMENTAL

The area underneath the modules and between rows will be transformed into a diverse mix of pollinator-friendly, low-lying, deep-rooted plants. This enhances soil, water, and air quality. A study has shown that these seed mixes reduce stormwater runoff by 23 percent for the 2-year storm event (3.1 inches of



rain) and 8 percent for the 100-year storm event (7.4 inches of rain)<sup>1</sup>. These native plantings also expand habitat for pollinators and other species that increase crop yields and improve the local environment.

Beyond the local environment, there is also a measurable impact to the global environment by producing clean energy. The Solar Garden would provide decades of pollution-free and greenhouse-gas-free electrical generation.

## ECONOMIC

US Solar is a leading provider of community solar solutions to residents, businesses, and public entities across the nation, in states such as Illinois, Minnesota, Colorado, Connecticut, Delaware, Maine, New Mexico, New York, etc. We are proud to work with over 100 commercial customers and ~2,000 residential customers across the United States. Our subscribers get the opportunity to save money on their monthly electric bill through Commonwealth Edison's community solar program. Commonwealth Edison customers in the City of Oregon and Ogle County may subscribe to a portion of the electricity generated and receive bill credits on their Commonwealth Edison bills. In this way, local residents and businesses receive a direct economic benefit from the Solar Garden.

In addition to the subscriptions, here are some local economic impacts:

### Already Spent

- o~\$500 on travel, meals, legal fees, and county recordings
- o~\$15,000 on engineering, legal, and environmental consulting services

### During Construction

- o~\$10,000,000 on capital infrastructure investment
- o~\$5,000 on local spending
- o15+ temporary construction and related service jobs, equivalent to ~4 full-time job years

### During Operation

- o~\$30,000 - \$40,000 on increased property tax payments during operation

## ELECTRICAL

The Solar Garden will generate enough clean electricity to power approximately 1,125 homes annually. Because the Solar Garden will interconnect to the existing distribution system of Commonwealth Edison, the clean energy will be used by nearby electric customers. This Solar Garden will also contribute to energy independence, decreasing our reliance on importing energy. USS Ducks Solar LLC is contracted to deliver electricity for a minimum period of 20 years, commencing on the date of commercial operation, which is expected to occur by Q4 2023.

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<sup>1</sup> (Jeffrey Broberg, "Utility & Community Solar Should Use Native Landscaping," <http://cleantechnica.com/2016/03/15/utility-and-community-solar-should-use-native-landscaping/>)

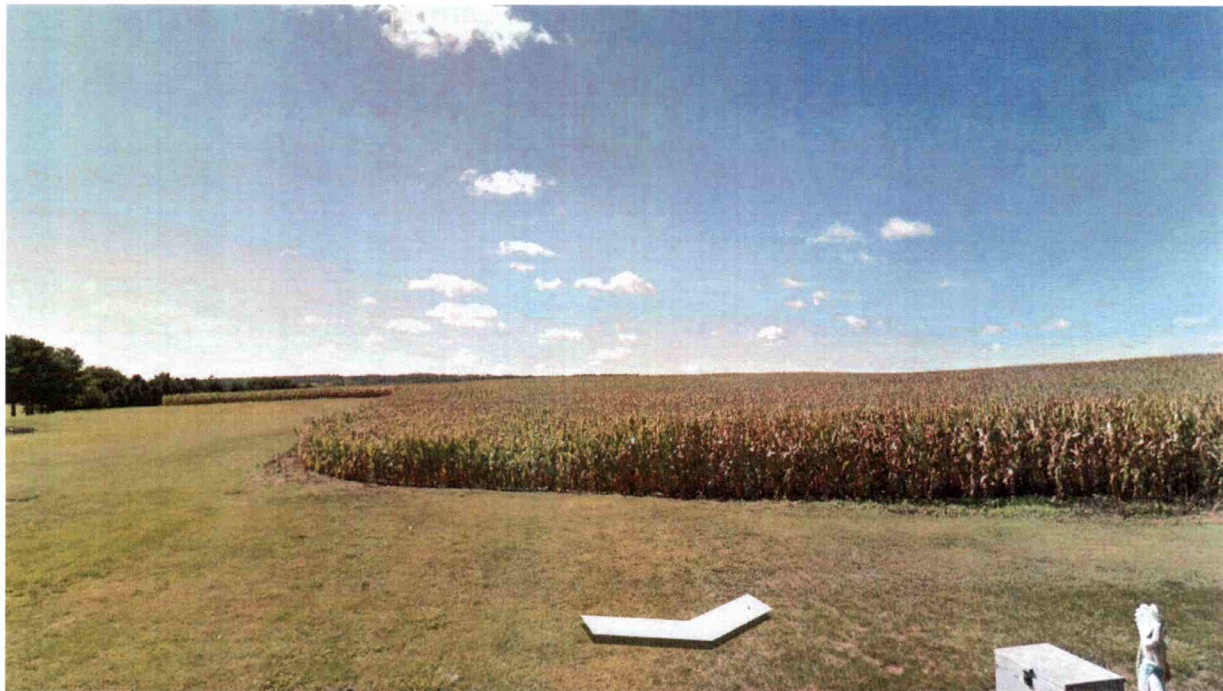


## VISUAL IMPACT

### OVERVIEW

The surrounding land use is primarily agricultural, with the Oregon Park West Park District on the east and a small residential neighborhood to the north of the Solar Garden. Currently, the relevant area of the parcel is 100% row crop agriculture. The Solar Garden is composed of single-axis trackers, which means the panels rotate from east to west as the sun rises and sets. The panels are about 6'-8' tall, depending on the tilt angle which varies throughout the day. Each row of solar panels is approximately 20' apart, and the entire Solar Garden area is planted in a mix of native grasses and pollinator-friendly habitat. There are no permanent structures or buildings.

### PHOTOS OF THE SITE

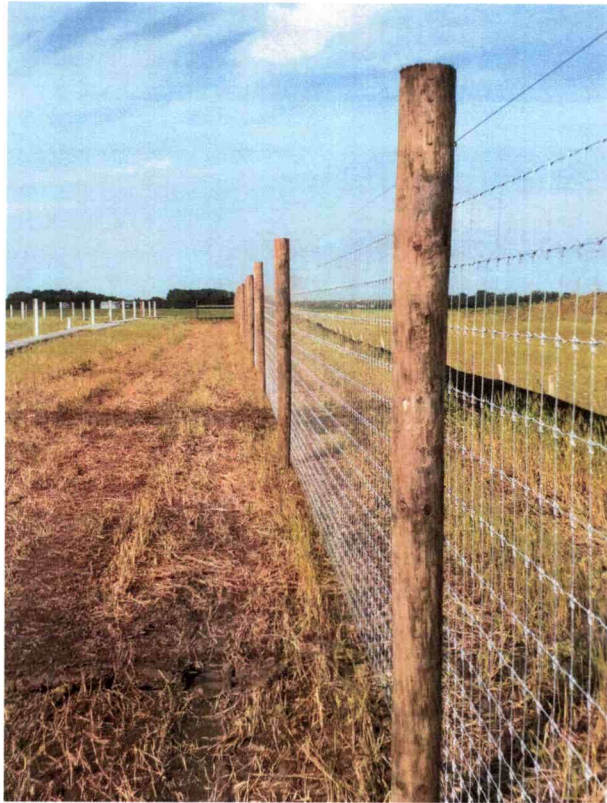


*Street view of the Solar Garden site, looking south on Parkview Dr.*

### FENCE

Our Solar Garden will include a security fence around the entire perimeter, as required by National Electric Code. The security fencing will be located entirely on the Property. The fence will not exceed 8 feet in height, and it will be a farm-field style fence without barbwire. See the image below for a representative photo taken of a Solar Garden under construction.





## **LANDSCAPE SCREENING**

We understand and appreciate that many communities would like to see landscape screening that provides an effective visual buffer from neighboring residences and public roads. In addition to meeting those needs, our landscape screening is designed to fit with the neighborhood and benefit the local environment. USS Ducks Solar LLC has consulted with local contractors and arborists with experience in landscape screening in the area, including Westwood Professional Services. In addition, we ensure that our landscape contractors provide a full three years of care, maintenance, and warranty.

Black Hills Spruce provide great visual screening year-round with a natural appearance. Furthermore, these trees have significantly better survivability, availability, and manageability than common substitutes. The dense and protective nature of Black Hills Spruce branches and needles provide nesting habitat for song birds and offers enhanced wind and predator protection compared to common substitutes.

Quick-growing Cardinal Dogwood shrubs will provide buffer screening and beautification. The dogwoods, although deciduous, will provide visual appeal throughout the winter with their bright red stems. The plant selected is native to the local landscape, screens effectively, and provides beneficial wildlife habitat.



## VEGETATIVE SEEDING PLAN

As mentioned in the *LOCAL IMPACT* section, the area underneath the modules and between rows will be transformed into a diverse mix of pollinator-friendly, low-lying, deep-rooted plants. USS Ducks Solar LLC will control for noxious weeds throughout the life of the Solar Garden.

## SITE PLAN

The proposed site plan is enclosed as Appendix I to describe our design of the Solar Garden. Appendix I shows the parcel, Solar Garden dimensions and specifications, zoning setbacks, and more. The site plan, along with narrative and other associated figures in the Appendices, address all requirements listed in the Ordinance.

## SOLAR ON AGRICULTURAL LAND

Harvesting solar to generate energy is widely viewed as an agricultural business opportunity for farmers across the United States, including those in Illinois. This is evidenced by many agricultural groups that have gone on record to support the expansion of community solar.

There are three primary reasons why community solar gardens contribute to the preservation and improvement of agricultural land:

1. The Solar Garden area is converted to native grasses and pollinator-friendly habitat. As mentioned in the *LOCAL IMPACT* section, this makes a tremendous impact on the local environment, including but not limited to soil quality, water quality, and crop yields.
2. Decommissioning of community solar gardens is simple and does not disrupt the land. We remove the solar panels, racking, concrete inverter pads, and any other equipment and restore the land. Because we use piles as foundation, system removal involves almost no disruption to the land. After the Solar Garden's life, what is left is an undisturbed field of native grasses atop immaculate soils. This is one of the only ways for a landowner to increase and diversify income while preserving and protecting farmland for future generations, when crop prices and agricultural practices may be more viable than they are today.
3. Landowners can convert a small portion of farmland to a community solar garden, which provides them with guaranteed, increased, and diversified income. This financial stability allows landowners to keep their remaining land in farming and in the family. This sort of financial stability is traditionally only offered by residential, commercial, or industrial development. Of these options, the community solar garden will be the best steward of the soils and natural resources of the agricultural land.

## CONSTRUCTION

### OVERVIEW

The construction of a Solar Garden is simpler than many people realize. Galvanized steel I-beams are driven into the ground to the appropriate depth to ensure long-term stability, according to detailed structural and geotechnical analysis. Racking sits on top of the steel I-beams. Solar panels clip into the racks. Inverters are set up in between sections of solar panels. Electrical line is buried 4' deep in an electrical



conduit. There are no concrete footings and no permanent structures or buildings, which makes the eventual decommissioning process easy at the end of the Solar Garden life. We use Tier 1 solar panels to achieve high efficiency and conform to high quality control and safety standards.

The bulk of the construction will occur in approximately 7 weeks, followed by testing, inspections, and commissioning work. The most noticeable phase of the construction is the pile driving, which is often completed in 2 days or less. In total, the construction period is expected to last about 4 months. Hours of construction will be 7:00am to 7:00pm Monday-Saturday. No work will be done on Sundays and nationally-observed holidays.

## **PARKING**

During our construction phase, a temporary parking area, adjacent to the Project, will be used for installation crews, delivery trucks (as needed), and construction and supervision personnel.

## **VEHICLES/CONSTRUCTION TRIPS**

Trucks for maintenance activities will be standard, with minimal tooling and parts for activities as described above.

- Most deliveries will be in the first month and most electrical testing will be in the later stages of construction.
- Modules will come on 40-foot flatbed trucks or in 40-foot containers.
- We expect no more than 30 deliveries for all solar modules.
- We expect no more than 20 container trucks to deliver racking material
- We expect no more than 5 deliveries for inverters, switchgears, transformers, and battery storage components.
- We expect 4 trips for Balance of Plant equipment in containers that are 40 feet or smaller.
- Note: We expect no more than 4 deliveries per day.

## **STRUCTURES**

All monitoring is done remotely. No permanent structures will be built onsite.

## **STORAGE DURING OPERATION**

As referenced above, there will be no equipment or materials storage onsite.

## **SIGNAGE**

There will be no external signage of the facility. To provide safety and support good practices, labeling of electrical equipment requires internal signage. All signage will be in compliance with local and state regulations.

## **WATER, SEWAGE, AND WASTE**

No water, sewage, or waste management services are required onsite. Portable waste facilities will be provided during the construction period. Delivery routes will be designed to pose the smallest traffic impact in the local community. We will coordinate with local authorities as to preferred times and routes prior to construction mobilization. Construction employees will park within the Project premises. There will



be no permanent storage on-site. Employees will be provided with mobile waste management options sourced from the local area. USS Ducks Solar LLC takes responsibility for maintenance or replacement or new installation of any drain tile servicing this site, if USS Ducks Solar LLC and landowner determine it necessary.

## SITE ACCESS

An unpaved access road will be built from the public road to the Project. This provides necessary access for construction, regular mowing and maintenance activities, and decommissioning of the Project, while minimizing impact to adjacent land uses. The road also provides access in the unlikely event that emergency crews are needed onsite. We utilize the following simple process for construction of the access road:

- (1) Remove topsoil from a 12-foot wide area and spread it thinly in adjacent areas,
- (2) Lay down geotextile fabric over compacted subgrades, if necessary, to prevent vegetative growth, and
- (3) Install and compact approximately 8-10" of aggregate material/gravel to level with surrounding grade.

This Project will be accessed from a 12-foot-wide access road directly off Parkview Dr. via the new field access. USS Ducks Solar LLC will work with the road authority (City of Oregon), for approval. See the Site Plan in Appendix I for a depiction of the access road.

## OPERATIONS AND MAINTENANCE

As a long-term owner and operator, US Solar's operations team analyzes Solar Garden performance remotely 24/7 through our data acquisition system. This real-time monitoring aids in detecting and diagnosing any production anomalies, identifying, and addressing underperformance issues, managing service teams and technicians, and contacting landowners and the utility if necessary.

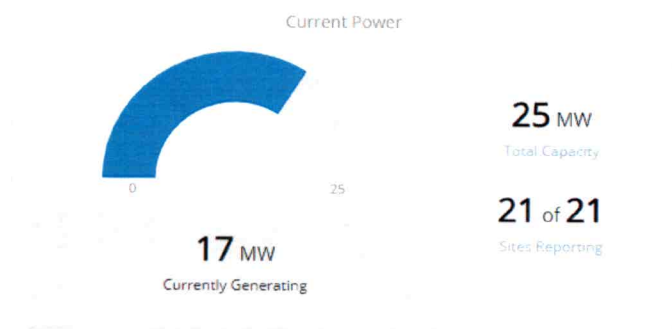


Figure: Snapshot of instantaneous generation for an operating portfolio

Approximately 4 times per year, authorized and insured technicians will be sent out to perform routine maintenance on the site, in addition to any unplanned maintenance. During the first few years, maintenance personnel will visit the site a few extra times per year to ensure the health of vegetation and landscaping.

Maintenance and Operations questions can be directed to the USS Ducks Solar LLC Operations Team at 612-260-2230. The Operations Team will be able to address any issues related to drainage, weed control, screening, general maintenance, and operation. Emergency contact details to be provided prior to construction.



In addition, Commonwealth Edison personnel will have an easement and will perform any maintenance activities of their interconnection facilities, if needed.

## **PARKING**

After construction is completed, there will be approximately two parking spots within the boundaries of the perimeter fence. Our vehicles will park there to avoid disrupting traffic or adjacent land use.

## **OTHER**

There will be:

- No daily traffic
- No equipment or materials storage onsite
- No marketing/advertising signage
- No water/sewer/trash utilities required onsite

## **GRADING AND STORMWATER POLLUTION PREVENTION**

### **GRADING**

Grading and filling will be limited to the extent practical. Our solar racking can accommodate the current terrain, a primary reason we selected this location. This will maintain the original grading on the site and sustain the existing drainage and runoff patterns, minimizing impact to surrounding lands.

### **STORMWATER AND POLLUTION PREVENTION PLAN (SWPPP)**

The SWPPP will include the following:

- Storm water mitigation and management resources
- Wetland impacts (if any)
- Temporary erosion prevention measures
- Temporary sediment control measures
- Permanent erosion and sediment control measures, if needed
- Best management practices (BMPs) regarding erosion control
- Inspection and maintenance
- Pollution prevention measures
- Final stabilization plan for long-term soil stability

### **EROSION AND SEDIMENT CONTROL PLAN**

USS Ducks Solar LLC will comply with the requirements outline above, including obtaining a stormwater permit prior to construction. Our racking equipment is very accommodating of various terrain types and topography.

## **NO HAZARDOUS MATERIALS INVOLVED**

We exclusively use Tier 1 solar panels. The materials that comprise Tier 1 solar panels are the same materials that comprise a cell phone: glass, silicon, silver, aluminum. All the materials used in the Solar



Garden are stable and fully contained. There is no pollution of the air, groundwater, or surface area of the site on which they sit.

## **DECOMMISSIONING**

The Solar Garden consists of many recyclable materials, including glass, semiconductor material, steel, aluminum, copper, and plastics. When the Solar Garden reaches the end of its operational life, the component parts will be dismantled and recycled as described below. We have a lease contract with the property owner, which requires us to decommission and restore the site at our expense. The decommissioning plan would commence at the end of the lease term or in the event of twelve (12) months of non-operation. At the time of decommissioning, the Solar Garden components will be dismantled and removed using minimal impact construction equipment, and materials will be safely recycled or disposed. USS Ducks Solar LLC will be responsible for all the decommissioning costs. Furthermore, an Agricultural Impact Mitigation Agreement ("AIMA") will be entered into by and between USS Ducks Solar LLC and the Illinois Department of Agriculture pursuant to Illinois law prior to the commencement of construction of the facility. The AIMA addresses standards for decommissioning of solar facilities that all commercial solar energy systems in the State of Illinois must abide by.

## **REMOVAL PROCESS**

The decommissioning of the Solar Garden proceeds in the following reverse order of the installation:

1. The solar system will be disconnected from the utility power grid
2. PV modules will be disconnected and removed
3. Electrical cables will be removed and recycled off-site
4. PV module racking will be removed and recycled off-site
5. PV module support posts will be removed and recycled off-site
6. Electrical devices, including transformers and inverters, will be removed and recycled off-site
7. Concrete pads will be removed and recycled off-site
8. Fencing will be removed and recycled off-site
9. Reclaim soils in the access driveway and equipment pad areas by removing imported aggregate material and concrete foundations; replace with soils as needed

The Solar Garden site may be converted to other uses in accordance with applicable land use regulations at the time of decommissioning. There are no permanent changes to the site, and it will be returned in terrific condition. This is one of the many great things about community solar gardens. If desired, the site can return to productive farmland after the system is removed.

## **DECOMMISSIONING CONSIDERATIONS**

We ask that the City of Oregon take note of 2 important considerations: 1) a community solar garden is not a public nuisance and 2) the resale and recycle value are expected to exceed the cost of decommissioning.

1) Our modules do not contain hazardous materials and the Solar Garden is not connected to government utilities (water, sewer, etc.). The Solar Garden is required to be fenced and buffered from view with professional landscaping. Additionally, almost all the land is permanent vegetation which improves erosion control, soil quality, and water quality. For these reasons, the Solar Garden, whether operational or non-



operational, is not a public nuisance threat that would require government involvement in decommissioning or removal of the Solar Garden. Compare this to an abandoned home, barn, etc. that may regularly include hazardous materials and/or become a public nuisance.

2) Upon the end of the Solar Garden's life, the component parts may be resold and recycled. The aggregate value of the equipment is expected to exceed the cost of decommissioning and removal. Solar modules, for example, have power output warranties guaranteeing a minimum power output in Year 20 of at least 80% of Year 1. Since the value of solar panels is measured by their production of watts and the value of electricity, it is easy to calculate expected resale value. Even using extremely conservative assumptions, the value of the solar modules alone greatly exceeds the cost of decommissioning. This does not factor in the recycle value of other raw materials like steel, copper, etc. So, decommissioning is seen as a process that results in a net profit, incentivizing the Solar Garden owner to do it.

## **DECOMMISSIONING FINANCIAL SURETIES**

Despite the considerations of 1) the Solar Garden is not a public nuisance, 2) the resale and recycle value is expected to exceed the cost of decommissioning, and 3) The City of Oregon and taxpayers are not at risk, we propose posting with the City of Oregon a decommissioning financial surety totaling \$15,000 per MWac and phased in over the first 11 years of the project's life pursuant to terms of the AIMA. The surety would be in the form of a cash deposit, a letter of credit, or some other form approved by the City of Oregon. This financial surety provides an extra layer of security that the Solar Garden site will be returned to the appropriate condition at the end of the Solar Garden's useful life or earlier, should the Solar Garden cease operations for a twelve-month period. The City of Oregon will be the designated beneficiary of the fund and the landowner will be provided a copy of the document, thereby establishing the obligation before construction commences.

## **INSURANCE INFORMATION**

USS Ducks Solar LLC will be required to meet insurance requirements under long-term contracts with several parties, including the site landowner, Commonwealth Edison and its Solar Garden lenders and investors. USS Ducks Solar LLC will be listed on a policy that includes:

- Liability coverage that will include \$1,000,000 per occurrence and \$2,000,000 in the aggregate per annum
- Excess liability coverage of an additional \$5,000,000 per occurrence
- Property coverage in an amount necessary to cover the value of the Solar Garden and up to one year of lost revenue in the event the project is destroyed and needs to be rebuilt

## **PROJECT OWNERSHIP**

The applicant of the Variance, USS Ducks Solar LLC, is a subsidiary of US Solar. USS Ducks Solar is the owner of the Project. Please find more information about US Solar at [www.us-solar.com](http://www.us-solar.com).

## **INTERCONNECTION WITH COMMONWEALTH EDISON**

This Solar Garden will not submit for an Interconnection Agreement until the project is awarded by the State of Illinois' Adjustable Block Program (ABP). To date, we have submitted preapplications to the utility company to understand Feeder and Substation Peak Loads, Existing Capacity on the Feeder and Substation, Pending/Queued Capacity on the Feeder and Substation, and Available Capacity on the Feeder and Substation.



## **MANUFACTURER'S SPECIFICATIONS**

USS Ducks Solar LLC uses only Tier 1 solar modules. Tier 1 solar modules are manufactured to the highest quality, performance, and lifespan, produced by companies that have at least a five-year history in manufacturing them. Countless banks and financiers have vetted these modules. They are designed to absorb light and reflect less than 2% of the incoming sunlight, which is less than many natural features, including water, snow, crops, and grass. There will be no material impact from glare.

We are using Tier 1 string inverters for this Solar Garden installed throughout the site. The inverters and electrical cabinets are enclosed and will meet all applicable codes and requirements.

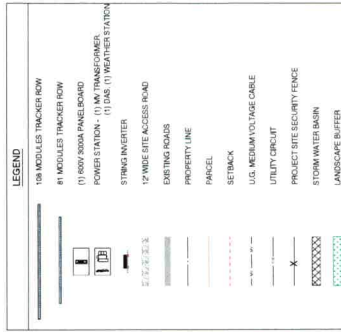
## **CONCLUSION**

USS Ducks Solar LLC has complied with all criteria and requirements of the City of Oregon, and we respectfully request that the City of Oregon approves the application.



## APPENDIX I – SITE PLANS AND PROJECT MAPS







PROJECT:

USS DUCKS  
SOLAR LLC

PROJECT ADDRESS:  
PARKVIEW DR  
OREGON IL 61061

LAT: 42.014189°  
LON: -89.353971°

REV	NO	DESCRIPTION	DATE
1	1	PRELIMINARY	08/14/22

SHEET TITLE:

PRELIMINARY  
LAYOUT

DRAWING NO.:

PV-101

DRAWN BY:

LR

REVIEWED BY:

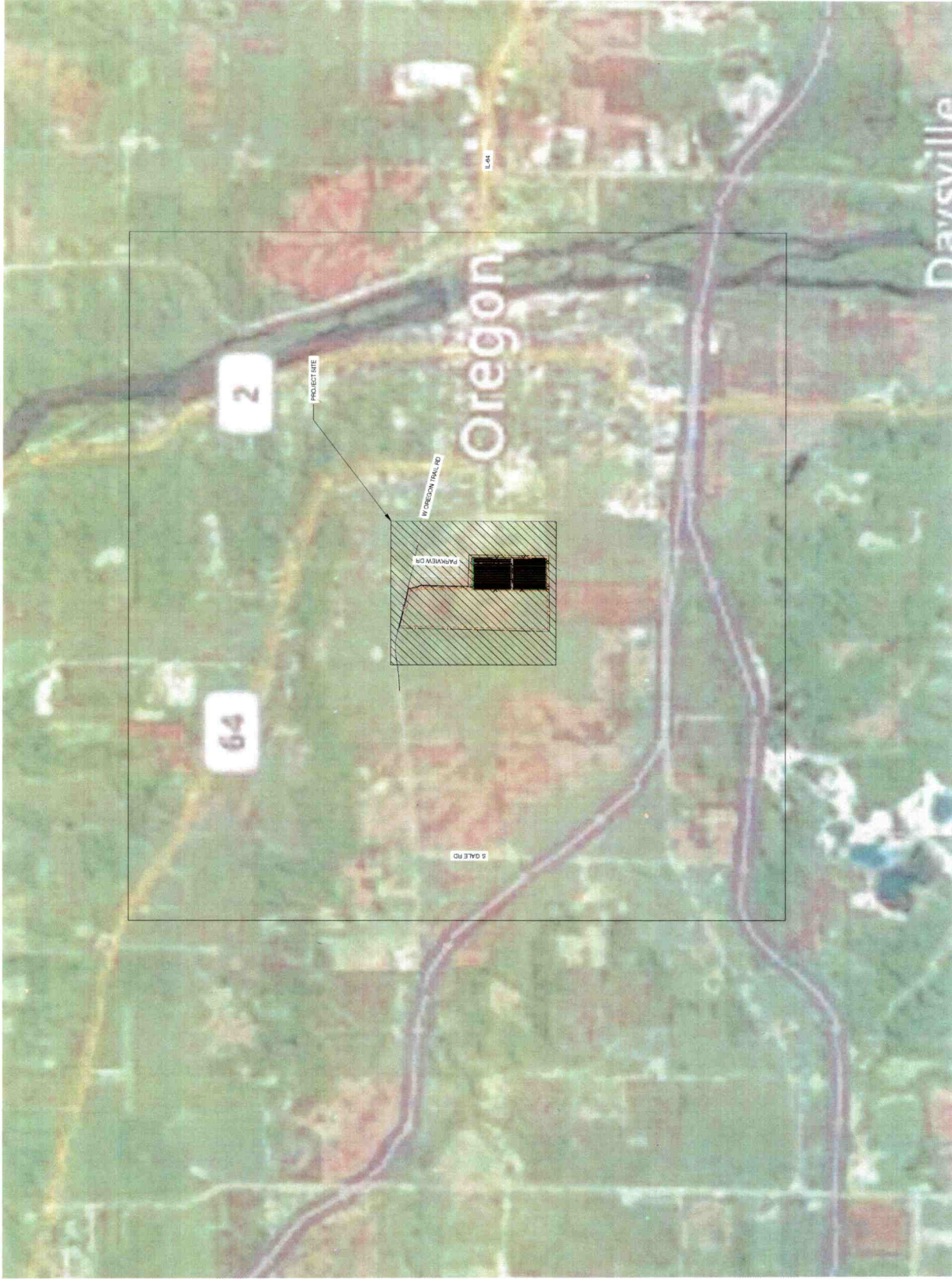
DATE:

08/14/22

SCALE:

AS SHOWN

PROJECT NO.:



1" = 1000'

SITE LOCATION



## **APPENDIX II – MEMORANDUM OF LEASE AGREEMENT**

Lessor: Daniel Luepkes

Lessee: US Solar Development LLC

Note: US Solar Development LLC is a wholly owned subsidiary of United States Solar Corporation. Prior to construction, US Solar Development LLC will assign the lease to USS Ducks Solar LLC, the Variance applicant and project company.



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### MEMORANDUM OF LEASE AND SOLAR EASEMENT

**THIS MEMORANDUM OF OPTION TO LEASE, LEASE AND SOLAR EASEMENT** (this "Memorandum"), dated as of Feb. 8, 2022 (the "Effective Date"), is made by and between, Daniel Luepkes, a single individual, whose address is 1132 S. Marsh Rd., Chana, IL 61015, ("Lessor") and **US SOLAR DEVELOPMENT LLC**, a Delaware limited liability company, whose address is 100 N 6<sup>th</sup> St., Suite 410B, Minneapolis, MN 55403 ("Lessee").

A. Lessor is the owner of real property located in Ogle County, Illinois, that is legally described in Exhibit A (the "Lessor Property").

B. Lessor and Lessee have entered into that certain Option to Lease, Lease and Solar Easement (the "Lease"), having an effective date of Feb. 8, 2022, whereby Lessor leases to Lessee and Lessee leases from Lessor a portion of the Lessor Property (the "Premises") described in Exhibit A and whereby Lessor grants to Lessee certain easements described in Exhibit A and Exhibit B, in each case for the purposes of the Facility (as defined below).

C. Lessor and Lessee wish to give record notice of the existence of the Lease.

D. The Lease is exempt from Illinois realty transfer tax under 35 ILCS 200/31-45.

NOW THEREFORE, in consideration sum of One Dollar (\$1.00), the parties agree as follows:

1. PURPOSE OF LEASE. THE LEASE IS SOLELY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION AND RELATED PURPOSES, AND THROUGHOUT THE TERM OF THE LEASE, LESSEE SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO USE THE LESSOR



PROPERTY FOR SUCH PURPOSES. FOR PURPOSES OF THE LEASE, PHOTOVOLTAIC ENERGY GENERATION PURPOSES MEANS: (I) MONITORING, TESTING AND ASSESSING THE LESSOR PROPERTY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION, AND (II) DEVELOPING, CONSTRUCTING (INCLUDING LAYDOWN AREAS AND STORAGE AREAS), INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING PHOTOVOLTAIC ELECTRIC ENERGY GENERATING EQUIPMENT, SUPPORTING STRUCTURES AND BALLASTS, INVERTERS, ELECTRICAL STORAGE AND TRANSFORMERS, FIXTURES, ELECTRIC DISTRIBUTION LINES, COMMUNICATION LINES, METERING EQUIPMENT, PERIMETER FENCING, INTERCONNECTION FACILITIES AND RELATED FACILITIES AND EQUIPMENT (COLLECTIVELY, THE "FACILITY") ON THE LESSOR PROPERTY. ANY IMPROVEMENTS, FIXTURES OR STRUCTURES THAT ARE NOT A PART OF THE FACILITY SHALL NOT BE INSTALLED ON THE LESSOR PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF LESSOR.

2. COMMERCIAL OPERATION DATE; TERM; RENEWAL TERMS. THE TERM OF THE LEASE ("TERM") SHALL COMMENCE UPON THE EFFECTIVE DATE AND CONTINUE UNTIL 11:59 PM ON THE TWENTIETH (20TH) ANNIVERSARY OF THE COMMERCIAL OPERATION DATE. THE "COMMERCIAL OPERATION DATE" SHALL BE THE FIRST DAY OF THE FIRST FULL MONTH AFTER THE FACILITY COMMENCES COMMERCIAL PRODUCTION AND SALE OF ELECTRICITY UNDER ANY CONTRACT OR AGREEMENT OR OTHER ARRANGEMENT PURSUANT TO WHICH LESSEE SELLS THE ELECTRICITY AND RELATED ENVIRONMENTAL ATTRIBUTES (AS DEFINED IN THE LEASE) TO ANY PURCHASER THEREOF. LESSEE HAS OPTIONS TO EXTEND THE INITIAL TERM OF THE LEASE FOR FOUR ADDITIONAL FIVE (5) YEAR TERMS COMMENCING IMMEDIATELY ON THE DAY THAT THE TERM WOULD OTHERWISE EXPIRE.

3. SOLAR EASEMENT. THE LEASE GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, AN EXCLUSIVE SOLAR EASEMENT TO USE ALL SUNLIGHT WHICH NATURALLY ARRIVES AT THE PREMISES, INCLUDING AN EXCLUSIVE EASEMENT PROHIBITING ANY OBSTRUCTION TO THE FREE FLOW OF SUNLIGHT TO THE PREMISES THROUGHOUT THE ENTIRE AREA OF THE LESSOR PROPERTY DESCRIBED IN EXHIBIT B OF THE LEASE (THE "SOLAR PREMISES"), WHICH SHALL CONSIST HORIZONTALLY THREE HUNDRED AND SIXTY DEGREES (360°) FROM ANY POINT WHERE ANY PHOTOVOLTAIC GENERATING FACILITY IS OR MAY BE LOCATED AT ANY TIME FROM TIME TO TIME (EACH SUCH LOCATION REFERRED TO AS A "SOLAR SITE") AND FOR A DISTANCE FROM EACH SOLAR SITE TO THE BOUNDARIES OF THE SOLAR PREMISES, TOGETHER VERTICALLY THROUGH ALL SPACE LOCATED ABOVE THE SURFACE OF THE SOLAR PREMISES, THAT IS, ONE HUNDRED EIGHTY DEGREES (180°) OR SUCH GREATER NUMBER OR NUMBERS OF DEGREES AS MAY BE NECESSARY TO EXTEND FROM EACH POINT ON AND ALONG A LINE DRAWN ALONG THE PLANE FROM EACH POINT ALONG THE EXTERIOR BOUNDARY OF THE SOLAR PREMISES THROUGH EACH SOLAR SITE TO EACH POINT AND ON AND ALONG SUCH LINE TO THE OPPOSITE EXTERIOR BOUNDARY OF THE SOLAR PREMISES.



4. OTHER EASEMENTS. THE LEASE GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, THE FOLLOWING EASEMENTS OVER, ACROSS AND ON THE LESSOR PROPERTY (A) A NON-EXCLUSIVE EASEMENT ("ACCESS EASEMENT") ON AND THROUGH THE LESSOR PROPERTY FOR PURPOSES OF LESSEE'S ACCESS TO THE FACILITY ON THE PREMISES, WITHIN WHICH LESSEE MAY CONSTRUCT, USE AND/OR MAINTAIN A ROAD AT LESSEE'S EXPENSE; (B) A NON-EXCLUSIVE EASEMENT ON AND THROUGH THAT PORTION OF THE LESSOR PROPERTY CONSISTING OF THE DISTRIBUTION EASEMENT (AS DEFINED IN THE LEASE) FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING AN ELECTRIC DISTRIBUTION LINE AND RELATED COMMUNICATION LINES BETWEEN THE FACILITY AND ELECTRICAL FACILITIES OWNED BY CERTAIN PURCHASERS OF ELECTRICITY AND RELATED ENVIRONMENTAL ATTRIBUTES; AND (C) AN EASEMENT AND LICENSE FOR THE FACILITY TO CREATE, CAUSE, INCREASE, ACCENTUATE, OR OTHERWISE CONTRIBUTE TO THE OCCURRENCE OF LIGHT, SHADOWS, SHADOW AND LIGHT FLICKERING, GLARE AND REFLECTION, ON AND ACROSS THE LESSOR PROPERTY. UNDER THE TERMS OF THE LEASE, LESSEE SHALL ALSO BE ENTITLED TO INGRESS AND EGRESS TO AND FROM ITS FACILITY AND APPURTENANT EQUIPMENT AND ELECTRICAL POWER LINES OVER THE PREMISES AND SUCH ADDITIONAL AREAS OF THE LESSOR PROPERTY AS SHALL BE REASONABLY NECESSARY TO ACCESS A PUBLIC ROADWAY OR ALLEY.

5. OWNERSHIP OF LESSEE'S IMPROVEMENTS; DISCLAIMER OF TITLE TO ENVIRONMENTAL ATTRIBUTES. THE FACILITY AND RELATED EQUIPMENT CONSTRUCTED, INSTALLED OR PLACED ON THE PREMISES AND WITHIN THE ACCESS EASEMENT, DISTRIBUTION EASEMENT AND UTILITY EASEMENT BY LESSEE PURSUANT TO THE LEASE SHALL BE THE SOLE PROPERTY OF LESSEE, AND LESSOR AGREES THAT IT SHALL HAVE NO OWNERSHIP OR OTHER INTEREST IN THE FACILITY AND RELATED EQUIPMENT OWNED BY LESSEE ON THE PREMISES OR WITHIN THE ACCESS EASEMENT, DISTRIBUTION EASEMENT AND UTILITY EASEMENT. THE FACILITY IS AND SHALL REMAIN PERSONAL PROPERTY OF THE LESSEE, NOTWITHSTANDING ANY PRESENT OR FUTURE COMMON OWNERSHIP OF THE FACILITY AND THE PREMISES, AND IRRESPECTIVE OF WHETHER ANY OF THE FACILITY IS DEEMED TO BE A FIXTURE OR OTHERWISE PART OF THE LESSOR PROPERTY OR ANY IMPROVEMENTS ON THE LESSOR PROPERTY, AND LESSOR ACKNOWLEDGES THAT THE FACILITY IS AND SHALL REMAIN PERSONAL PROPERTY OF LESSEE IRRESPECTIVE OF THE MANNER OF ITS ATTACHMENT OR CONNECTION TO THE LESSOR PROPERTY. LESSOR ACKNOWLEDGES THAT LESSEE'S LENDERS MAY REQUEST A FIRST PRIORITY SECURITY INTEREST IN THE FACILITY AS COLLATERAL FOR FINANCING OF THE FACILITY, AND LESSOR CONSENTS TO THE GRANT BY LESSEE OF SUCH A SECURITY INTEREST, AND THE FILING OF INSTRUMENTS NECESSARY TO PERFECT SUCH A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE IN THE FACILITY AS PERSONAL PROPERTY OF THE LESSEE. LESSOR AGREES THAT ALL ENVIRONMENTAL ATTRIBUTES REMAIN THE PROPERTY OF LESSEE IRRESPECTIVE OF WHETHER LESSOR CONSUMES OR USES ANY OF THE ELECTRICITY GENERATED BY THE FACILITY, AND LESSOR HAS NO TITLE OR RIGHT TO ANY SUCH ENVIRONMENTAL ATTRIBUTES RELATED TO, ARISING FROM OR ASSOCIATED WITH THE FACILITY OR ANY ELECTRICAL CAPACITY OR ENERGY CREATED BY THE FACILITY. ANY



GRANT, REBATE, INCENTIVE PAYMENT, TAX CREDIT OR ANY OTHER CREDIT, VALUE, TAX OR OTHER BENEFIT ARISING FROM OR ASSOCIATED WITH THE INSTALLATION OR OWNERSHIP OF THE FACILITY OR THE PRODUCTION OF ENERGY AND CAPACITY BY THE FACILITY SHALL INURE TO THE EXCLUSIVE BENEFIT OF LESSEE.

6. RIGHT TO ENCUMBER; ASSIGNMENT. LESSEE MAY AT ANY TIME MORTGAGE, PLEDGE OR ENCUMBER ALL OR ANY PART OF ITS INTEREST IN THE LEASE AND RIGHTS UNDER THE LEASE AND/OR ENTER INTO A COLLATERAL ASSIGNMENT OF ALL OR ANY PART OF ITS INTEREST IN THE LEASE OR RIGHTS UNDER THE LEASE TO ANY ENTITY WITHOUT THE CONSENT OF LESSOR. LESSEE MAY ASSIGN, SUBLEASE, TRANSFER OR CONVEY ITS INTERESTS IN THE LEASE TO AN AFFILIATE OR SUBSIDIARY OF LESSEE WHICH WILL OWN, LEASE OR OTHERWISE CONTROL THE FACILITY, OR AN ENTITY THROUGH WHICH SUCCEEDS TO ALL OR SUBSTANTIALLY ALL LESSEE'S ASSETS, WITHOUT LESSOR'S CONSENT. LESSEE MAY ALSO ASSIGN, SUBLEASE, TRANSFER OR CONVEY ITS INTERESTS IN THE LEASE TO A THIRD PARTY WITHOUT LESSOR'S CONSENT, SUBJECT TO THE CONDITIONS SET FORTH IN THE LEASE. LESSOR ACKNOWLEDGES THAT IT MAY NOT SELL, TRANSFER, LEASE, ASSIGN, MORTGAGE, OR OTHERWISE ENCUMBER THE FACILITY OR LESSEE'S INTEREST IN THE LEASE AND RELATED EASEMENTS, AND ANY SALE OR CONVEYANCE OF THE LESSOR PROPERTY OR LESSOR IMPROVEMENTS SHALL BE SUBJECT TO THE LEASEHOLD AND EASEMENT INTERESTS OF LESSEE IN THE LEASE.

7. CONTINUING NATURE OF OBLIGATIONS. THE BURDENS OF THE EASEMENTS AND ALL OTHER RIGHTS GRANTED TO LESSEE IN THE LEASE RUN WITH AND AGAINST THE LEASE PREMISES AND THE LESSOR PROPERTY AND ARE A CHARGE AND BURDEN ON THE LEASE PREMISES AND THE LESSOR PROPERTY AND ARE BINDING UPON AND AGAINST LESSOR AND ITS SUCCESSORS, ASSIGNS, PERMITEES, LICENSEES, LESSEES, EMPLOYEES AND AGENTS. THE LEASE PREMISES, INCLUDING THE EASEMENTS AND ALL OTHER RIGHTS GRANTED TO LESSEE IN THE LEASE, INURE TO THE BENEFIT OF LESSEE AND ITS SUCCESSORS, ASSIGNS, PERMITEES, LICENSEES AND LESSEES. ANY SALE OR CONVEYANCE OF THE LESSOR PROPERTY OR LESSOR IMPROVEMENTS IS SUBJECT TO THE LEASEHOLD AND EASEMENT INTERESTS OF LESSEE IN THE LEASE.

8. LANDOWNER ACTIVITIES. LESSOR USES THE LESSOR PROPERTY FOR AGRICULTURAL PURPOSES. LESSEE RESERVES THE RIGHT TO RELOCATE OR RECONFIGURE THE FACILITY UPON THE PREMISES DURING THE TERM OF THIS LEASE. LESSEE AGREES TO COOPERATE WITH LESSOR TO LOCATE THE FACILITY ON THE PREMISES IN A MANNER THAT MINIMIZES INTERFERENCE WITH AGRICULTURAL OR BUSINESS OPERATIONS OF LESSOR OR LESSOR'S TENANTS, TO THE EXTENT CONSISTENT WITH LESSEE'S PLANNED USE OF THE PREMISES.

9. PURPOSE OF THIS MEMORANDUM. THIS MEMORANDUM HAS BEEN EXECUTED, DELIVERED AND RECORDED FOR THE PURPOSE OF GIVING NOTICE OF THE LEASE, EASEMENTS, AND OTHER RIGHTS IN ACCORDANCE WITH THE TERMS, COVENANTS



AND CONDITIONS OF THE LEASE. THE TERMS AND CONDITIONS OF THE LEASE ARE INCORPORATED BY REFERENCE INTO THIS MEMORANDUM AS IF SET FORTH FULLY HEREIN AT LENGTH. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THE LEASE AND THIS MEMORANDUM, THE LEASE SHALL CONTROL.

[Signature pages follow]



IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Memorandum as of the day and year first above written.

**LESSEE:**        **US SOLAR DEVELOPMENT LLC,**  
                      a Delaware limited liability company

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

Name:        Reed Richerson

Title:         Vice President

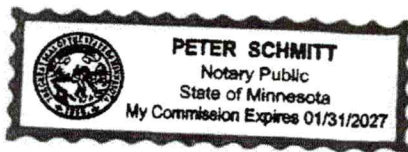
STATE OF MINNESOTA

COUNTY OF Hennepin

This instrument was acknowledged before me on 7 March 2022  
by Reed Richerson, the Vice President of US Solar Development LLC, a Delaware  
limited liability company, on behalf of the company

\_\_\_\_\_  
Name Printed: Peter Schmitt

(SEAL)





Lessor: Daniel Luepkes, a single individual

By: *Daniel Luepkes*

Name: Daniel Luepkes

STATE OF ILLINOIS

COUNTY OF Ogle

The foregoing instrument was acknowledged before me on  
FEBRUARY 8<sup>th</sup> 2022 by Daniel Luepkes, a single individual.



(SEAL)

*A Herwig*  
Name Printed:  
A Herwig

THIS INSTRUMENT DRAFTED BY:

Bruce A. Bedwell, Esq.  
United States Solar Corporation  
100 N 6th St, Suite 410B  
Minneapolis, MN 55403  
612.260.2230



EXHIBIT A TO  
MEMORANDUM OF LEASE AND SOLAR EASEMENT

EXHIBIT A

Lessor Property, Lease Premises, Access Easement, Distribution Easement,  
Utility Easement and Laydown Area

1. Lessor Property: Two tracts in Ogle County, Illinois described as follows:

Property ID: 1604151004

Deeded Acreage: 68.519493

Legal Description: See below

PART OF GOVERNMENT LOTS ONE (1), TWO (2) AND THREE (3) OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 10 EAST OF THE FOURTH PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4), SAID POINT BEING 1726.26 FEET WEST OF THE SOUTHEAST CORNER OF GOVERNMENT LOT ONE (1); THENCE NORTHERLY AT AN ANGLE OF 87 DEGREES 38 MINUTES 39 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4), A DISTANCE OF 3150.58 FEET (3150.54 = DEED), TO THE CENTERLINE OF OREGON TRAIL ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, AT AN ANGLE OF 101 DEGREES 21 MINUTES 01 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 910.14 FEET TO THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4); THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4), AT AN ANGLE OF 78 DEGREES 36 MINUTES 19 SECONDS, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 3366.29 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT ONE (1) OF SAID NORTHWEST FRACTIONAL QUARTER (1/4); THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4), AT AN ANGLE OF 87 DEGREES 41 MINUTES 20 SECONDS, AS MEASURED CLOCKWISE FROM THE PREVIOUS COURSE, A DISTANCE OF 890.47 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF OGLE AND THE STATE OF ILLINOIS.



Property ID: 1604151018

Deeded Acreage: 35.820251

Legal Description: See below

PART OF GOVERNMENT LOTS ONE (1), TWO (2) AND THREE (3) OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 10 EAST OF THE FOURTH PRINCIPAL MERIDIAN, OGLE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4), SAID POINT BEING 902.06 FEET WEST OF THE SOUTHEAST CORNER OF GOVERNMENT LOT ONE (1); THENCE NORTHERLY AT AN ANGLE OF 87 DEGREES 38 MINUTES 39 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4), A DISTANCE OF 2949.94 FEET TO THE CENTERLINE OF OREGON TRAIL ROAD (ALSO KNOWN AS MONROE STREET); THENCE NORTHWESTERLY ALONG SAID CENTERLINE, AT AN ANGLE OF 101 DEGREES 26 MINUTES 51 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 840.21 FEET; THENCE SOUTHERLY AT AN ANGLE OF 78 DEGREES 33 MINUTES 09 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 3150.54 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4); THENCE EASTERLY ALONG SAID SOUTH LINE AT AN ANGLE OF 87 DEGREES 38 MINUTES 39 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 824.20 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PART OF GOVERNMENT LOTS ONE (1), TWO (2) AND THREE (3) OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 10 EAST OF THE FOURTH PRINCIPAL MERIDIAN, OGLE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4), SAID POINT BEING 902.06 FEET WEST OF THE SOUTHEAST CORNER OF GOVERNMENT LOT ONE (1); THENCE NORTHERLY AT AN ANGLE OF 87 DEGREES 38 MINUTES 39 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4), A DISTANCE OF 1761.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ON THE LAST DESCRIBED COURSE, A DISTANCE OF 1188.01 FEET TO THE CENTERLINE OF OREGON TRAIL ROAD (ALSO KNOWN AS MONROE STREET); THENCE NORTHWESTERLY, ALONG SAID CENTERLINE, AT AN ANGLE OF 101 DEGREES 26 MINUTES 51 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 840.21 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 78 DEGREES 33 MINUTES 09 SECONDS AS MEASURED SOUTHWEST FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 40.81 FEET; THENCE EASTERLY AT AN ANGLE OF 101 DEGREES 26 MINUTES 51 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 13.27 FEET; THENCE SOUTHERLY, AT AN ANGLE OF 101



DEGREES 29 MINUTES 15 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 96.38 FEET; THENCE SOUTHEASTERLY, ALONG AN ARC OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 183.00 FEET AND WHOSE CHORD FORMS AN ANGLE OF 207 DEGREES 33 MINUTES 14 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 176.01 FEET; THENCE SOUTHERLY AT AN ANGLE OF 152 DEGREES 24 MINUTES 23 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 1074.90 FEET; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 582.00 FEET; THENCE NORTHERLY, AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AS MEASURED SOUTHWEST FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 10.00 FEET; THENCE EASTERLY, AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF OGLE AND THE STATE OF ILLINOIS.

2. Lease Premises: Up to 30 acres of either or both tracts comprising the Lessor Property as described above. Approximate depiction of the Lease Premises (orange) is shown below. Precise legal description of the Lease Premises to be added following Effective Date pursuant to Section 2.4 of the Agreement. Lessee will work with lessor in an attempt to define the Lease Premises in a way that considers the Lessor's ability to farm the remainder of the Lessor Property outside of the Lease Premises.

3. Access Easement: Approximate depiction of the Access Easement (green) is shown below. Precise legal description of the Access Easement to be added following Effective Date pursuant to Section 2.4 of the Agreement.

4. Distribution Easement: Approximate depiction of the Distribution Easement (red) is shown below. Precise legal description of the Distribution Easement to be added following Effective Date pursuant to Section 2.4 of the Agreement.

5. Utility Easement: Approximate depiction of the Utility Easement (blue) is shown below. Precise legal description of the Utility Easement to be added following Effective Date pursuant to Section 2.4 of the Agreement.



EXHIBIT A CONT.





EXHIBIT B TO  
MEMORANDUM OF LEASE AND SOLAR EASEMENT

EXHIBIT B

Description of Solar Premises

1. Solar Premises.

Same as Lease Premises as described above in Exhibit A.



City of Oregon Planning Commission Meeting

The Planning Commission met Tuesday July 19<sup>th</sup>, 2022, at 5:30 pm.

**Members Present:** Rachel Brunner, Randy Cropp, Jeff Hallock, Mark Herman, Karly Spell, and Commissioner Kurt Wilson.

**Also, Present:** City Administrator Darin DeHaan, City Clerk Cheryl Hilton, and Commissioner Terry Schuster.

**Present Via Zoom:** Mayor Ken Williams and Roger Cain.

**Absent:** Rick Ryland.

Chairman Mark Herman called the meeting to order.

No public comment.

Rachel Brunner moved to approve the June 21<sup>st</sup>, 2022, minutes, Seconded by Karly Spell.

Motion carried. No Nays.

Commissioner Kurt Wilson moved to approve recommending the Tree Ordinance to City Council, Seconded by Karly Spell.

**Discussion:** The tree ordinance contains guidelines for planting, care, and preservation of trees on city terraces and public property. Members of the Tree Board reviewed the ordinance and made realistic changes with the City of Oregon in mind. During the tree inventory, a tree was identified as dangerous and removed.

Motion carried. No Nays.

There have been several residents interested in ground solar. The committee discussed the rapid change of technology for solar and maintenance of solar panels. Each individual request for ground solar will be reviewed by the committee and the City Council for approval. The city supports sustainability but is trying to understand the impact and how it fits within the city.

The city received a complaint regarding an exposed dumpster overflowing. The committee discussed enclosures for dumpsters. Due to factors such as limited space to build enclosures, costs, and hindering access to fenced in dumpsters for trash pickup, the committee decided fence requirements were not realistic and to continue to follow the city ordinance regarding dumpsters.



The committee will review fees for variances at the next meeting.

Jeff Hallock moved to adjourn the meeting at 6:05 pm, Seconded by Karly Spell.

Motion carried. No Nays.

Cheryl Hilton, City Clerk