



City of Urbana  
400 South Vine Street  
Urbana, IL 61801

**2021R07717**  
REC ON: 04/05/2021 01:46:18 PM  
CHAMPAIGN COUNTY  
**MIKE INGRAM**  
REC FEE: 51.00  
RHSPS Fee:  
STATE TAX:  
COUNTY TAX:  
PLAT ACT:  
PAGES 18

**CLERK'S CERTIFICATE**

STATE OF ILLINOIS        )  
  )  
COUNTY OF CHAMPAIGN)       SS

I, PHYLLIS D. CLARK, City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled:

**AN ORDINANCE APPROVING AN AMENDMENT TO A SOLAR FACILITY GROUND LEASE WITH SOLAR STAR URBANA LANDFILL CENTRAL, LLC (LEASE FOR CONSTRUCTION AND OPERATION OF SOLAR ARRAY ON CENTRAL PORTION OF LANDFILL) [ORD. 2021-03-005].**

approved by the City Council of the City of Urbana, Illinois, on the 8<sup>th</sup> day of March, AD, 2021, as it appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 9<sup>th</sup> day of March, AD, 2021.



  
\_\_\_\_\_  
Phyllis D. Clark, City Clerk



**ORDINANCE NO. 2021-03-005**

**AN ORDINANCE APPROVING AN AMENDMENT TO A SOLAR FACILITY  
GROUND LEASE WITH SOLAR STAR URBANA LANDFILL CENTRAL, LLC**

**(Lease for Construction and Operation of Solar Array on Central Portion of Landfill)**

**WHEREAS**, the City of Urbana (hereinafter, the “City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

**WHEREAS**, the City Council for the City of Urbana, Illinois, has a strong interest in fostering the development and use of sustainable, non-fossil fuel energy sources including, but not limited to, energy generated by solar power arrays; and

**WHEREAS**, the City owns certain property commonly known as the “Urbana Landfill Complex,” a portion of which is readily suitable for solar energy development, situated in Champaign County, Illinois (hereinafter, the “Landfill”); and

**WHEREAS**, for a period of years the Landfill operated as a landfill which operation ended decades ago; and

**WHEREAS**, the landfill operation on the Landfill was closed in accordance with then applicable environmental state and federal statutes, rules, and regulations; and

**WHEREAS**, the City has maintained the Landfill since the same was closed; and

**WHEREAS**, since the closing, the portion of the Landfill subject to this ordinance has provided little or no economic value to the City; and

**WHEREAS**, Urbana City Council approved An Ordinance Authorizing the Lease of Certain Real Estate to Solar Star Urbana Landfill Central, LLC on April 13, 2020; and

**WHEREAS**, the lease agreement provides that Solar Star Urbana Landfill Central, LLC would pay to the City a one-time lump sum of \$300,000 for a 15-year lease period; and

**WHEREAS**, the City Council deems it appropriate, consistent with its goal of fostering the development and maintenance of sustainable, non-fossil fuel energy including solar power for the City to amend a Solar Facility Ground Lease with Solar Star Urbana Landfill Central, LLC in substantially the form appended hereto and made a part hereof as Exhibit A and the exhibits appended to such Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

**Section 1.**

The FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (Central) and FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (Central), as well as the exhibits appended thereto and incorporated therein in substantially the form appended hereto Exhibit A and incorporated herein by reference, shall be and the same is hereby authorized and approved.

**Section 2.**

The Mayor of the City of Urbana, Illinois, shall be and the same is hereby authorized to execute on behalf of the City of Urbana, Illinois, and deliver the same to the City Clerk of the City of Urbana, Illinois, the latter being and the same being hereby authorized to attest to said execution of the FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (Central) and FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (Central) as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**Section 3.**

The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code. Upon approval of

this Ordinance, the City Clerk is directed to record a certified copy with the Champaign County Office of the Recorder of Deeds.

**Section 4.**

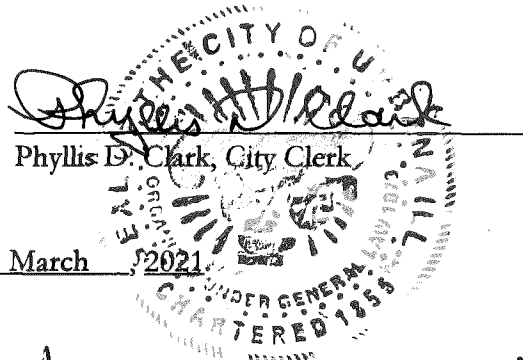
This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called of a majority of the corporate authorities of the City of Urbana, Illinois, at a meeting of said corporate authorities.

**PASSED BY THE CITY COUNCIL** this 8<sup>th</sup> day of March, 2021.

AYES: Brown, Colbrook, Hursey, Miller, Roberts, Sacks, Wu

NAYS:

ABSTENTIONS:



Phyllis D. Clark  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR** this 9<sup>th</sup> day of March, 2021.

Diane Wolfe Marlin  
Diane Wolfe Marlin, Mayor



## CERTIFICATE OF PUBLICATION IN PAMPHLET FORM



I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois. I certify that on the 8<sup>th</sup> day of March 2021 the City Council of the City of Urbana passed and approved Ordinance No. 2021-03-005 entitled:

**AN ORDINANCE APPROVING AN AMENDMENT TO A SOLAR FACILITY  
GROUND LEASE WITH SOLAR STAR URBANA LANDFILL CENTRAL, LLC  
(LEASE FOR CONSTRUCTION AND OPERATION OF SOLAR ARRAY ON  
CENTRAL PORTION OF LANDFILL)**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2021-03-005 was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the 9<sup>th</sup> day of March 2021, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

Dated at Urbana, Illinois, this 9<sup>th</sup> day of March, 2021.



*Phyllis D. Clark*  
\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**After recording return to:**

Nexamp Capital, LLC  
101 Summer Street, 3rd Floor  
Boston, MA 02110  
ATTN: John Murphy

**FIRST AMENDMENT TO**  
**MEMORANDUM OF SOLAR FACILITY GROUND LEASE**  
**(CENTRAL)**

THIS FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (this “**First Amendment**”) is made as of March 8, 2021 by and between City of Urbana, Illinois, a municipal corporation (“**Landlord**”), and Solar Star Urbana Landfill Central, LLC, a Delaware limited liability company (“**Tenant**”).

RECITALS

A. Landlord and Tenant are parties to that certain Solar Facility Ground Lease, dated as of April 15, 2020 (as the same may be hereafter amended or modified, the “**Lease**”), pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord that certain real property described in Exhibit A attached hereto (collectively, the “**Land**”), together with any easements, rights-of-way, and other rights and benefits of Landlord relating or appurtenant to such Land, including the radiant energy emitted from the sun upon, over and across such Land (“**Solar Energy**”), (all of the foregoing, collectively, the “**Property**”).

B. Landlord and Tenant previously entered into that certain Memorandum of Solar Facility Ground Lease recorded on May 8, 2020, as Document No. 2020R07628 with the Champaign County Recorder’s Office (the “**Memorandum**”).

C. Landlord and Tenant desire to execute and record this First Amendment to Memorandum of Solar Facility Ground Lease.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Lease and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby represent and acknowledge the following:

1. Recitals and Defined Terms. The recitals set forth hereinabove are fully incorporated into this First Amendment. All capitalized and other terms used but not otherwise defined in this First Amendment shall have the same meaning as set forth in the Lease.

2. Amendment. Exhibit A of the Memorandum is hereby amended by deleting in their entirety the legal description and the depiction of the non-exclusive access and utility easement

and replacing it with the legal description and the depiction of the non-exclusive access and utility easement attached hereto as Exhibit A.

3. Miscellaneous. Except as specifically provided herein, the terms and provisions of the Memorandum are reaffirmed and continue in full force and effect. This First Amendment shall be binding upon the heirs, administrators, successors and assigns (as the case may be) of the parties hereto. The laws of the State of Illinois shall govern the interpretation and enforcement of this First Amendment. The headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment or any provision hereof. This First Amendment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and each of which will be deemed an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date first above written.

**LANDLORD:**

City of Urbana, Illinois

By: Diane Wolfe Marlin

Name: Diane Wolfe Marlin

Title: Mayor

**ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF CHAMPAIGN )

On 3-10-2021, before me Wendy M. Hundley, Notary Public, personally appeared Diane Wolfe Marlin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Wendy M. Hundley [Seal]  
(Signature)







**EXHIBIT A**  
**TO**  
**MEMORANDUM OF LEASE**

**Description of the Property**

**LEASED LAND LEGAL DESCRIPTION:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 877.01 FEET TO A LINE BEING PARALLEL WITH AND 877.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 35 MINUTES 21 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 86.28 FEET TO A LINE PARALLEL WITH AND 86.28 FEET NORTH OF SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 334.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 487.81 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 21 SECONDS WEST, A DISTANCE OF 119.57 FEET; THENCE NORTH 58 DEGREES 14 MINUTES 45 SECONDS WEST, A DISTANCE OF 40.22 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 35 MINUTES 21 SECONDS WEST, A DISTANCE OF 576.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 19 SECONDS EAST, A DISTANCE OF 511.80 FEET; THENCE SOUTH 15 DEGREES 16 MINUTES 43 SECONDS EAST, A DISTANCE OF 259.65 FEET; THENCE SOUTH 11 DEGREES 12 MINUTES 54 SECONDS EAST, A DISTANCE OF 38.61 FEET; THENCE SOUTH 0 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 86.87 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 26.27 FEET; THENCE SOUTH 1 DEGREES 1 MINUTES 37 SECONDS EAST, A DISTANCE OF 78.63 FEET; THENCE SOUTH 8 DEGREES 6 MINUTES 37 SECONDS WEST, A DISTANCE OF 76.10 FEET; THENCE SOUTH 0 DEGREES 57 MINUTES 12 SECONDS WEST, A DISTANCE OF 187.50 FEET TO THE POINT OF BEGINNING, IN CHAMPAIGN COUNTY, ILLINOIS.

**NON-EXCLUSIVE ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 11

MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 45.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 48 MINUTES 36 SECONDS WEST, A DISTANCE OF 86.28 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 497.43 FEET; THENCE NORTH 0 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 187.50 FEET; THENCE NORTH 8 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 76.10 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 78.63 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 26.27 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 56 SECONDS WEST, A DISTANCE OF 44.04 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 04 SECONDS EAST, A DISTANCE OF 61.92 FEET; THENCE SOUTH 44 DEGREES 02 MINUTES 47 SECONDS EAST, A DISTANCE OF 65.31 FEET; THENCE 1 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 24.87 FEET; THENCE SOUTH 40 DEGREES 44 MINUTES 35 SECONDS EAST, A DISTANCE OF 49.81 FEET TO THE NORTH LINE OF LINE OF AN EXISTING SOLAR PANEL LEASE AREA FROM THE CITY OF URBANA; THENCE SOUTH 89 DEGREES 24 MINUTES 39 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 84.03 FEET; THENCE SOUTH 1 DEGREES 30 MINUTES 29 SECONDS EAST, A DISTANCE OF 327.09 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 231.91 FEET TO A LINE PARALLEL WITH AND 877.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 0 DEGREES 35 MINUTES 21 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 35.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 831.62 FEET TO THE POINT OF BEGINNING, IN CHAMPAIGN COUNTY, ILLINOIS.



SCALE:  
1" = 150'

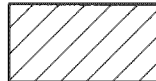
# EASEMENT EXHIBIT

## EASEMENT AREA SUMMARY:

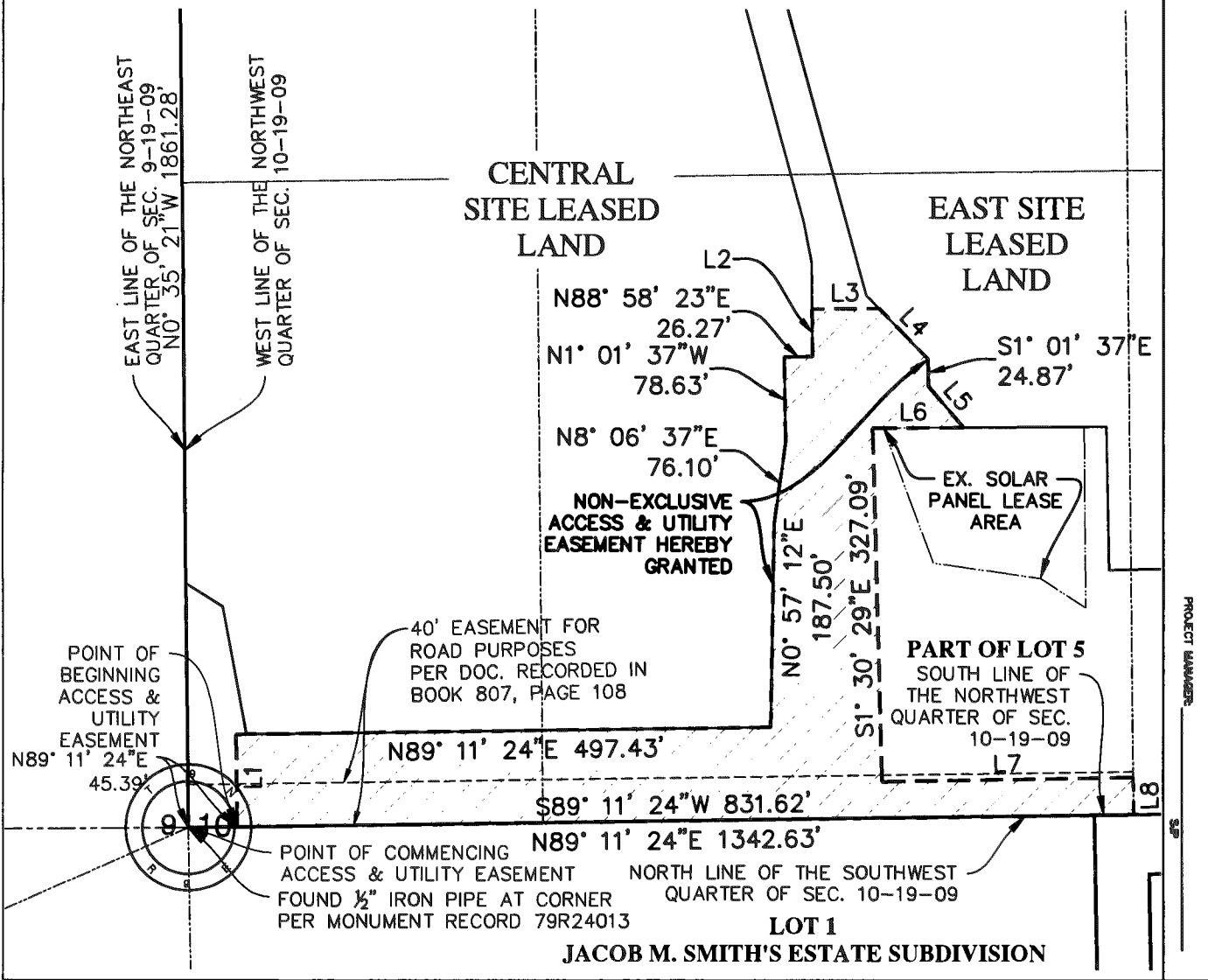
98,693 SQUARE FEET (2.266 ACRES ±)  
PIN: PART OF 91-21-10-151-006

### LEGEND

NON-EXCLUSIVE ACCESS &  
UTILITY EASEMENT  
HEREBY GRANTED



Parcel Line Table		
Line #	Direction	Length
L1	N0° 48' 36"W	86.28'
L2	N0° 33' 56"W	44.04'
L3	N89° 26' 04"E	61.92'
L4	S44° 02' 47"E	65.31'
L5	S40° 44' 35"E	49.81'
L6	S89° 24' 39"W	84.03'
L7	N88° 56' 29"E	231.91'
L8	S0° 35' 21"E	35.00'



### EASEMENT EXHIBIT

SCALE: 1" = 150'	DATE: 09/02/20	ENGINEER(S): JC	FILE NUMBER: A19-1367	SITE:	OWNER/DEVELOPER:	ENGINEER:	7		
						<b>UTILITY INFRASTRUCTURE SOLUTIONS</b>  921 WEST VAN BUREN, SUITE 100 CHICAGO, IL 60607 PHONE: (312) 432-0076 FAX: (312) 432-0231 STATE OF ILLINOIS, DEPARTMENT OF PROFESSIONAL REGULATION, LICENSE NO. 184-002308	6		
							5		
							4		
							3		
							2		
							1		
							NO	DESCRIPTION	BY
								REVISIONS	


# EASEMENT EXHIBIT LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH,  
RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF THE  
NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 11 MINUTES  
24 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A  
DISTANCE OF 45.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 48  
MINUTES 36 SECONDS WEST, A DISTANCE OF 86.28 FEET; THENCE NORTH 89 DEGREES  
11 MINUTES 24 SECONDS EAST, A DISTANCE OF 497.43 FEET; THENCE NORTH 0  
DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 187.50 FEET; THENCE NORTH  
8 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 76.10 FEET; THENCE NORTH  
1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 78.63 FEET; THENCE  
NORTH 88 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 26.27 FEET;  
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FEET; THENCE NORTH 89 DEGREES 26 MINUTES 04 SECONDS EAST, A DISTANCE OF  
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PARALLEL WITH AND 877.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST  
QUARTER; THENCE SOUTH 0 DEGREES 35 MINUTES 21 SECONDS EAST ALONG SAID  
PARALLEL LINE, A DISTANCE OF 35.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST  
QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG SAID  
SOUTH LINE, A DISTANCE OF 831.62 FEET TO THE POINT OF BEGINNING, IN  
CHAMPAIGN COUNTY, ILLINOIS.

PROJECT MANAGER: \_\_\_\_\_

## EASEMENT EXHIBIT

SCALE: NTS	DATE: 09/02/20	ENGINEER(S): JC	FILE NUMBER: A19-1367	SITE	OWNER/DEVELOPER	ENGINEER UTILITY INFRASTRUCTURE SOLUTIONS  921 WEST VAN BUREN, SUITE 100 CHICAGO, IL 60607 PHONE: (312) 432-0076 FAX: (312) 432-0231 STATE OF ILLINOIS, DEPARTMENT OF PROFESSIONAL REGULATION, LICENSE NO. 184-002308	7			
							6			
							5			
							4			
							3			
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							1			
							0			
								DESCRIPTION	BY	DATE
								REVISIONS		

**FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE**  
**(CENTRAL)**

THIS FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (this “**First Amendment**”) is made as of March 8, 2021 by and between City of Urbana, Illinois, a municipal corporation and body politic (“**Landlord**”), and Solar Star Urbana Landfill Central, LLC, a Delaware limited liability company (“**Tenant**”).

RECITALS

A. Landlord and Tenant are parties to that certain Solar Facility Ground Lease, dated as of April 15, 2020 (as the same may be hereafter amended or modified, the “**Lease**”), pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord that certain real property described in Exhibit A attached hereto (collectively, the “**Land**”), together with any easements, rights-of-way, and other rights and benefits of Landlord relating or appurtenant to such Land, including the radiant energy emitted from the sun upon, over and across such Land (“**Solar Energy**”), (all of the foregoing, collectively, the “**Property**”).

B. Landlord and Tenant now desire to amend the Lease on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Lease and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby represent and acknowledge the following:

1. Recitals and Defined Terms. The recitals set forth hereinabove are fully incorporated into this First Amendment. All capitalized and other terms used but not otherwise defined in this First Amendment shall have the same meaning as set forth in the Lease.

2. Amendment. Exhibit A of the Lease is hereby amended by deleting in their entirety the legal description and the depiction of the non-exclusive access and utility easement and replacing it with the legal description and the depiction of the non-exclusive access and utility easement attached hereto as Exhibit A.

3. Miscellaneous. Except as specifically provided herein, the terms and provisions of the Memorandum are reaffirmed and continue in full force and effect. This First Amendment shall be binding upon the heirs, administrators, successors and assigns (as the case may be) of the parties hereto. The laws of the State of Illinois shall govern the interpretation and enforcement of this First Amendment. The headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment or any provision hereof. This First Amendment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and each of which will be deemed an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date first above written.

LANDLORD:

City of Urbana, Illinois

By: *Diane Wolfe Martin*  
Name: Diane Wolfe Martin  
Title: Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: *Nicholas Aoti*  
Name: *Nicholas Aoti*  
Title: *Director, Treasury & Finance*

TENANT:

Solar Star Urbana Landfill Central, LLC,  
a Delaware limited liability company  
By: Nexamp Capital, LLC  
a Delaware limited liability company  
Its: Sole Member

By: *[Signature]*  
Name: John T. Murphy  
Title: Senior Vice President

**EXHIBIT A**

**Description of the Property**

**LEASED LAND LEGAL DESCRIPTION:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 877.01 FEET TO A LINE BEING PARALLEL WITH AND 877.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 35 MINUTES 21 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 86.28 FEET TO A LINE PARALLEL WITH AND 86.28 FEET NORTH OF SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 334.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 487.81 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 21 SECONDS WEST, A DISTANCE OF 119.57 FEET; THENCE NORTH 58 DEGREES 14 MINUTES 45 SECONDS WEST, A DISTANCE OF 40.22 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 35 MINUTES 21 SECONDS WEST, A DISTANCE OF 576.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 19 SECONDS EAST, A DISTANCE OF 511.80 FEET; THENCE SOUTH 15 DEGREES 16 MINUTES 43 SECONDS EAST, A DISTANCE OF 259.65 FEET; THENCE SOUTH 11 DEGREES 12 MINUTES 54 SECONDS EAST, A DISTANCE OF 38.61 FEET; THENCE SOUTH 0 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 86.87 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 26.27 FEET; THENCE SOUTH 1 DEGREE 1 MINUTE 37 SECONDS EAST, A DISTANCE OF 78.63 FEET; THENCE SOUTH 8 DEGREES 6 MINUTES 37 SECONDS WEST, A DISTANCE OF 76.10 FEET; THENCE SOUTH 0 DEGREES 57 MINUTES 12 SECONDS WEST, A DISTANCE OF 187.50 FEET TO THE POINT OF BEGINNING, IN CHAMPAIGN COUNTY, ILLINOIS.

**NON-EXCLUSIVE ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 45.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 48 MINUTES 36 SECONDS WEST, A DISTANCE OF 86.28 FEET;



THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 497.43 FEET; THENCE NORTH 0 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 187.50 FEET; THENCE NORTH 8 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 76.10 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 78.63 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 26.27 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 56 SECONDS WEST, A DISTANCE OF 44.04 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 04 SECONDS EAST, A DISTANCE OF 61.92 FEET; THENCE SOUTH 44 DEGREES 02 MINUTES 47 SECONDS EAST, A DISTANCE OF 65.31 FEET; THENCE 1 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 24.87 FEET; THENCE SOUTH 40 DEGREES 44 MINUTES 35 SECONDS EAST, A DISTANCE OF 49.81 FEET TO THE NORTH LINE OF LINE OF AN EXISTING SOLAR PANEL LEASE AREA FROM THE CITY OF URBANA; THENCE SOUTH 89 DEGREES 24 MINUTES 39 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 84.03 FEET; THENCE SOUTH 1 DEGREES 30 MINUTES 29 SECONDS EAST, A DISTANCE OF 327.09 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 231.91 FEET TO A LINE PARALLEL WITH AND 877.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 0 DEGREES 35 MINUTES 21 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 35.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 831.62 FEET TO THE POINT OF BEGINNING, IN CHAMPAIGN COUNTY, ILLINOIS.



SCALE:  
1" = 150'

# EASEMENT EXHIBIT

## EASEMENT AREA SUMMARY:

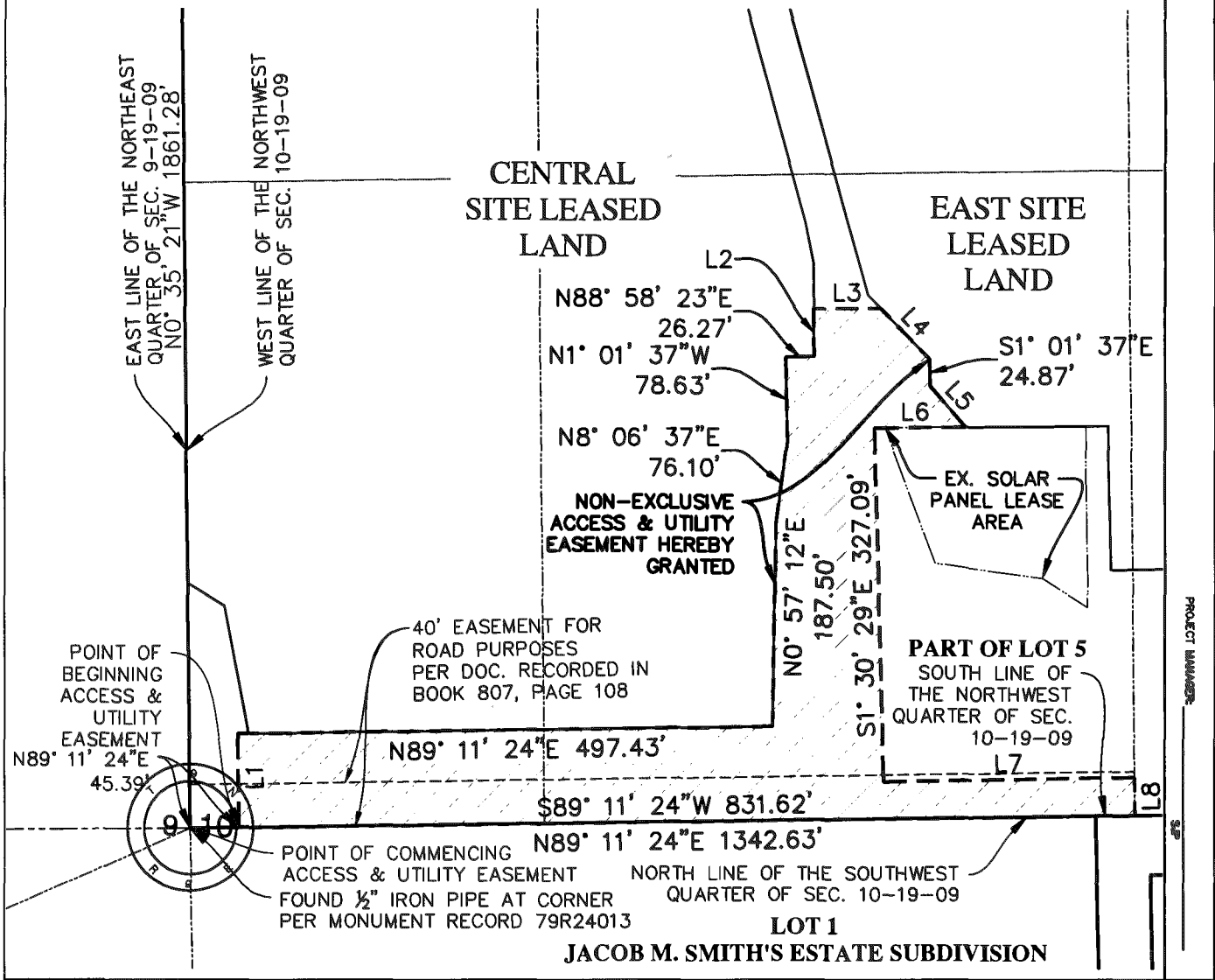
98,693 SQUARE FEET (2.266 ACRES ±)  
PIN: PART OF 91-21-10-151-006

### LEGEND

NON-EXCLUSIVE ACCESS &  
UTILITY EASEMENT  
HEREBY GRANTED



Parcel Line Table		
Line #	Direction	Length
L1	N0° 48' 36"W	86.28'
L2	N0° 33' 56"W	44.04'
L3	N89° 26' 04"E	61.92'
L4	S44° 02' 47"E	65.31'
L5	S40° 44' 35"E	49.81'
L6	S89° 24' 39"W	84.03'
L7	N88° 56' 29"E	231.91'
L8	S0° 35' 21"E	35.00'



### EASEMENT EXHIBIT

SCALE: 1" = 150'	DATE: 09/02/20	ENGINEER(S): JC	FILE NUMBER: A19-1367	SITE	OWNER/DEVELOPER	ENGINEER	7				
						UTILITY INFRASTRUCTURE SOLUTIONS	6				
						<b>hbk</b> ENGINEERING	5				
						921 WEST VAN BUREN, SUITE 100 CHICAGO, IL 60607	4				
						PHONE: (312) 432-0076 FAX: (312) 432-0231	3				
						STATE OF ILLINOIS, DEPARTMENT OF PROFESSIONAL REGULATION, LICENSE NO. 184-002308	2				
							1				
							DESCRIPTION	BY	DATE		
							REVISIONS				

**ORDINANCE NO. 2021-03-005**

**AN ORDINANCE APPROVING AN AMENDMENT TO A SOLAR FACILITY  
GROUND LEASE WITH SOLAR STAR URBANA LANDFILL CENTRAL, LLC**

**(Lease for Construction and Operation of Solar Array on Central Portion of Landfill)**

**WHEREAS**, the City of Urbana (hereinafter, the “City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

**WHEREAS**, the City Council for the City of Urbana, Illinois, has a strong interest in fostering the development and use of sustainable, non-fossil fuel energy sources including, but not limited to, energy generated by solar power arrays; and

**WHEREAS**, the City owns certain property commonly known as the “Urbana Landfill Complex,” a portion of which is readily suitable for solar energy development, situated in Champaign County, Illinois (hereinafter, the “Landfill”); and

**WHEREAS**, for a period of years the Landfill operated as a landfill which operation ended decades ago; and

**WHEREAS**, the landfill operation on the Landfill was closed in accordance with then applicable environmental state and federal statutes, rules, and regulations; and

**WHEREAS**, the City has maintained the Landfill since the same was closed; and

**WHEREAS**, since the closing, the portion of the Landfill subject to this ordinance has provided little or no economic value to the City; and

**WHEREAS**, Urbana City Council approved An Ordinance Authorizing the Lease of Certain Real Estate to Solar Star Urbana Landfill Central, LLC on April 13, 2020; and

**WHEREAS**, the lease agreement provides that Solar Star Urbana Landfill Central, LLC would pay to the City a one-time lump sum of \$300,000 for a 15-year lease period; and

**WHEREAS**, the City Council deems it appropriate, consistent with its goal of fostering the development and maintenance of sustainable, non-fossil fuel energy including solar power for the City to amend a Solar Facility Ground Lease with Solar Star Urbana Landfill Central, LLC in substantially the form appended hereto and made a part hereof as Exhibit A and the exhibits appended to such Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

**Section 1.**

The FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (Central) and FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (Central), as well as the exhibits appended thereto and incorporated therein in substantially the form appended hereto Exhibit A and incorporated herein by reference, shall be and the same is hereby authorized and approved.

**Section 2.**

The Mayor of the City of Urbana, Illinois, shall be and the same is hereby authorized to execute on behalf of the City of Urbana, Illinois, and deliver the same to the City Clerk of the City of Urbana, Illinois, the latter being and the same being hereby authorized to attest to said execution of the FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (Central) and FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (Central) as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**Section 3.**

The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code. Upon approval of

this Ordinance, the City Clerk is directed to record a certified copy with the Champaign County Office of the Recorder of Deeds.

**Section 4.**

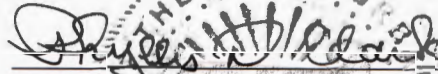
This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called of a majority of the corporate authorities of the City of Urbana, Illinois, at a meeting of said corporate authorities.


**PASSED BY THE CITY COUNCIL** this 8<sup>th</sup> day of March, 2021.

AYES: Brown, Colbrook, Hursey, Miller, Roberts, Sacks, Wu

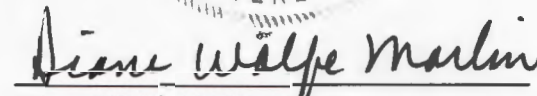
NAYS:

ABSTENTIONS:

  
\_\_\_\_\_  
Phyllis D. Clark, City Clerk



**APPROVED BY THE MAYOR** this 9<sup>th</sup> day of March, 2021

  
\_\_\_\_\_  
Diane Wolfe Martin, Mayor



## CERTIFICATE OF PUBLICATION IN PAMPHLET FORM



I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois. I certify that on the 8<sup>th</sup> day of March 2021 the City Council of the City of Urbana passed and approved Ordinance No. 2021-03-005 entitled:

**AN ORDINANCE APPROVING AN AMENDMENT TO A SOLAR FACILITY  
GROUND LEASE WITH SOLAR STAR URBANA LANDFILL CENTRAL, LLC  
(LEASE FOR CONSTRUCTION AND OPERATION OF SOLAR ARRAY ON  
CENTRAL PORTION OF LANDFILL)**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2021-03-005 was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the 9<sup>th</sup> day of March 2021, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

Dated at Urbana, Illinois, this 9<sup>th</sup> day of March, 2021.



Phyllis D. Clark  
Phyllis D. Clark, City Clerk



**After recording return to:**

Nexamp Capital, LLC  
101 Summer Street, 3rd Floor  
Boston, MA 02110  
ATTN: John Murphy

**FIRST AMENDMENT TO**  
**MEMORANDUM OF SOLAR FACILITY GROUND LEASE**  
**(CENTRAL)**

THIS FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (this “**First Amendment**”) is made as of March 8, 2021 by and between City of Urbana, Illinois, a municipal corporation (“**Landlord**”), and Solar Star Urbana Landfill Central, LLC, a Delaware limited liability company (“**Tenant**”).

RECITALS

A. Landlord and Tenant are parties to that certain Solar Facility Ground Lease, dated as of April 15, 2020 (as the same may be hereafter amended or modified, the “**Lease**”), pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord that certain real property described in Exhibit A attached hereto (collectively, the “**Land**”), together with any easements, rights-of-way, and other rights and benefits of Landlord relating or appurtenant to such Land, including the radiant energy emitted from the sun upon, over and across such Land (“**Solar Energy**”), (all of the foregoing, collectively, the “**Property**”).

B. Landlord and Tenant previously entered into that certain Memorandum of Solar Facility Ground Lease recorded on May 8, 2020, as Document No. 2020R07628 with the Champaign County Recorder’s Office (the “**Memorandum**”).

C. Landlord and Tenant desire to execute and record this First Amendment to Memorandum of Solar Facility Ground Lease.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Lease and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby represent and acknowledge the following:

1. Recitals and Defined Terms. The recitals set forth hereinabove are fully incorporated into this First Amendment. All capitalized and other terms used but not otherwise defined in this First Amendment shall have the same meaning as set forth in the Lease.

2. Amendment. Exhibit A of the Memorandum is hereby amended by deleting in their entirety the legal description and the depiction of the non-exclusive access and utility easement

and replacing it with the legal description and the depiction of the non-exclusive access and utility easement attached hereto as Exhibit A.

3. Miscellaneous. Except as specifically provided herein, the terms and provisions of the Memorandum are reaffirmed and continue in full force and effect. This First Amendment shall be binding upon the heirs, administrators, successors and assigns (as the case may be) of the parties hereto. The laws of the State of Illinois shall govern the interpretation and enforcement of this First Amendment. The headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment or any provision hereof. This First Amendment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and each of which will be deemed an original.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date first above written.

**LANDLORD:**

City of Urbana, Illinois

By: Diane Wolfe Marlin

Name: Diane Wolfe Marlin

Title: Mayor

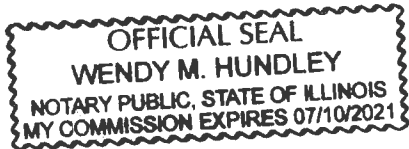
**ACKNOWLEDGMENT**

STATE OF ILLINOIS                    )  
  )     SS.  
COUNTY OF CHAMPAIGN            )

On 3-10-2021, before me Wendy M. Hundley, Notary Public, personally appeared Diane Wolfe Marlin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

Witness my hand and official seal.  
Wendy M. Hundley [Seal]  
(Signature)





**EXHIBIT A**  
**TO**  
**MEMORANDUM OF LEASE**

**Description of the Property**

**LEASED LAND LEGAL DESCRIPTION:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 877.01 FEET TO A LINE BEING PARALLEL WITH AND 877.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 35 MINUTES 21 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 86.28 FEET TO A LINE PARALLEL WITH AND 86.28 FEET NORTH OF SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 334.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 487.81 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 21 SECONDS WEST, A DISTANCE OF 119.57 FEET; THENCE NORTH 58 DEGREES 14 MINUTES 45 SECONDS WEST, A DISTANCE OF 40.22 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0 DEGREES 35 MINUTES 21 SECONDS WEST, A DISTANCE OF 576.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 19 SECONDS EAST, A DISTANCE OF 511.80 FEET; THENCE SOUTH 15 DEGREES 16 MINUTES 43 SECONDS EAST, A DISTANCE OF 259.65 FEET; THENCE SOUTH 11 DEGREES 12 MINUTES 54 SECONDS EAST, A DISTANCE OF 38.61 FEET; THENCE SOUTH 0 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 86.87 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 26.27 FEET; THENCE SOUTH 1 DEGREE 1 MINUTE 37 SECONDS EAST, A DISTANCE OF 78.63 FEET; THENCE SOUTH 8 DEGREES 6 MINUTES 37 SECONDS WEST, A DISTANCE OF 76.10 FEET; THENCE SOUTH 0 DEGREES 57 MINUTES 12 SECONDS WEST, A DISTANCE OF 187.50 FEET TO THE POINT OF BEGINNING, IN CHAMPAIGN COUNTY, ILLINOIS.

**NON-EXCLUSIVE ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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# EASEMENT EXHIBIT LEGAL DESCRIPTION

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PROJECT MANAGER: \_\_\_\_\_

## EASEMENT EXHIBIT

SCALE: NTS	DATE: 09/02/20	ENGINEER(S): JC	FILE NUMBER: A19-1367	SITE	OWNER/DEVELOPER	ENGINEER UTILITY INFRASTRUCTURE SOLUTIONS  921 WEST VAN BUREN, SUITE 100 CHICAGO, IL 60607 PHONE: (312) 432-0076 FAX: (312) 432-0231 STATE OF ILLINOIS, DEPARTMENT OF PROFESSIONAL REGULATION, LICENSE NO. 184-002308	7			
							6			
							5			
							4			
							3			
							2			
							1			
							NO	DESCRIPTION	BY	DATE
REVISIONS										



**FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE**  
**(CENTRAL)**

THIS FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE (this “**First Amendment**”) is made as of March 8, 2021 by and between City of Urbana, Illinois, a municipal corporation and body politic (“**Landlord**”), and Solar Star Urbana Landfill Central, LLC, a Delaware limited liability company (“**Tenant**”).

RECITALS

A. Landlord and Tenant are parties to that certain Solar Facility Ground Lease, dated as of April 15, 2020 (as the same may be hereafter amended or modified, the “**Lease**”), pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord that certain real property described in Exhibit A attached hereto (collectively, the “**Land**”), together with any easements, rights-of-way, and other rights and benefits of Landlord relating or appurtenant to such Land, including the radiant energy emitted from the sun upon, over and across such Land (“**Solar Energy**”), (all of the foregoing, collectively, the “**Property**”).

B. Landlord and Tenant now desire to amend the Lease on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Lease and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby represent and acknowledge the following:

1. Recitals and Defined Terms. The recitals set forth hereinabove are fully incorporated into this First Amendment. All capitalized and other terms used but not otherwise defined in this First Amendment shall have the same meaning as set forth in the Lease.

2. Amendment. Exhibit A of the Lease is hereby amended by deleting in their entirety the legal description and the depiction of the non-exclusive access and utility easement and replacing it with the legal description and the depiction of the non-exclusive access and utility easement attached hereto as Exhibit A.

3. Miscellaneous. Except as specifically provided herein, the terms and provisions of the Memorandum are reaffirmed and continue in full force and effect. This First Amendment shall be binding upon the heirs, administrators, successors and assigns (as the case may be) of the parties hereto. The laws of the State of Illinois shall govern the interpretation and enforcement of this First Amendment. The headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment or any provision hereof. This First Amendment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and each of which will be deemed an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date first above written.

LANDLORD:

City of Urbana, Illinois

By: *Diane Wolfe Martin*  
Name: Diane Wolfe Martin  
Title: Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: *Nicholas Conti*  
Name: *Nicholas Conti*  
Title: *Director, Treasury & Finance*

TENANT:

Solar Star Urbana Landfill Central, LLC,  
a Delaware limited liability company  
By: Nexamp Capital, LLC  
a Delaware limited liability company  
Its: Sole Member

By: *[Signature]*  
Name: John T. Murphy  
Title: Senior Vice President



**EXHIBIT A**

**Description of the Property**

**LEASED LAND LEGAL DESCRIPTION:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**NON-EXCLUSIVE ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 45.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 48 MINUTES 36 SECONDS WEST, A DISTANCE OF 86.28 FEET;

THENCE NORTH 89 DEGREES 11 MINUTES 24 SECONDS EAST, A DISTANCE OF 497.43 FEET; THENCE NORTH 0 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 187.50 FEET; THENCE NORTH 8 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 76.10 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 78.63 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 26.27 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 56 SECONDS WEST, A DISTANCE OF 44.04 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 04 SECONDS EAST, A DISTANCE OF 61.92 FEET; THENCE SOUTH 44 DEGREES 02 MINUTES 47 SECONDS EAST, A DISTANCE OF 65.31 FEET; THENCE 1 DEGREES 01 MINUTES 37 SECONDS EAST, A DISTANCE OF 24.87 FEET; THENCE SOUTH 40 DEGREES 44 MINUTES 35 SECONDS EAST, A DISTANCE OF 49.81 FEET TO THE NORTH LINE OF LINE OF AN EXISTING SOLAR PANEL LEASE AREA FROM THE CITY OF URBANA; THENCE SOUTH 89 DEGREES 24 MINUTES 39 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 84.03 FEET; THENCE SOUTH 1 DEGREES 30 MINUTES 29 SECONDS EAST, A DISTANCE OF 327.09 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 29 SECONDS EAST, A DISTANCE OF 231.91 FEET TO A LINE PARALLEL WITH AND 877.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 0 DEGREES 35 MINUTES 21 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 35.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 831.62 FEET TO THE POINT OF BEGINNING, IN CHAMPAIGN COUNTY, ILLINOIS.



SCALE:  
1" = 150'

# EASEMENT EXHIBIT

## EASEMENT AREA SUMMARY:

98,693 SQUARE FEET (2.266 ACRES ±)

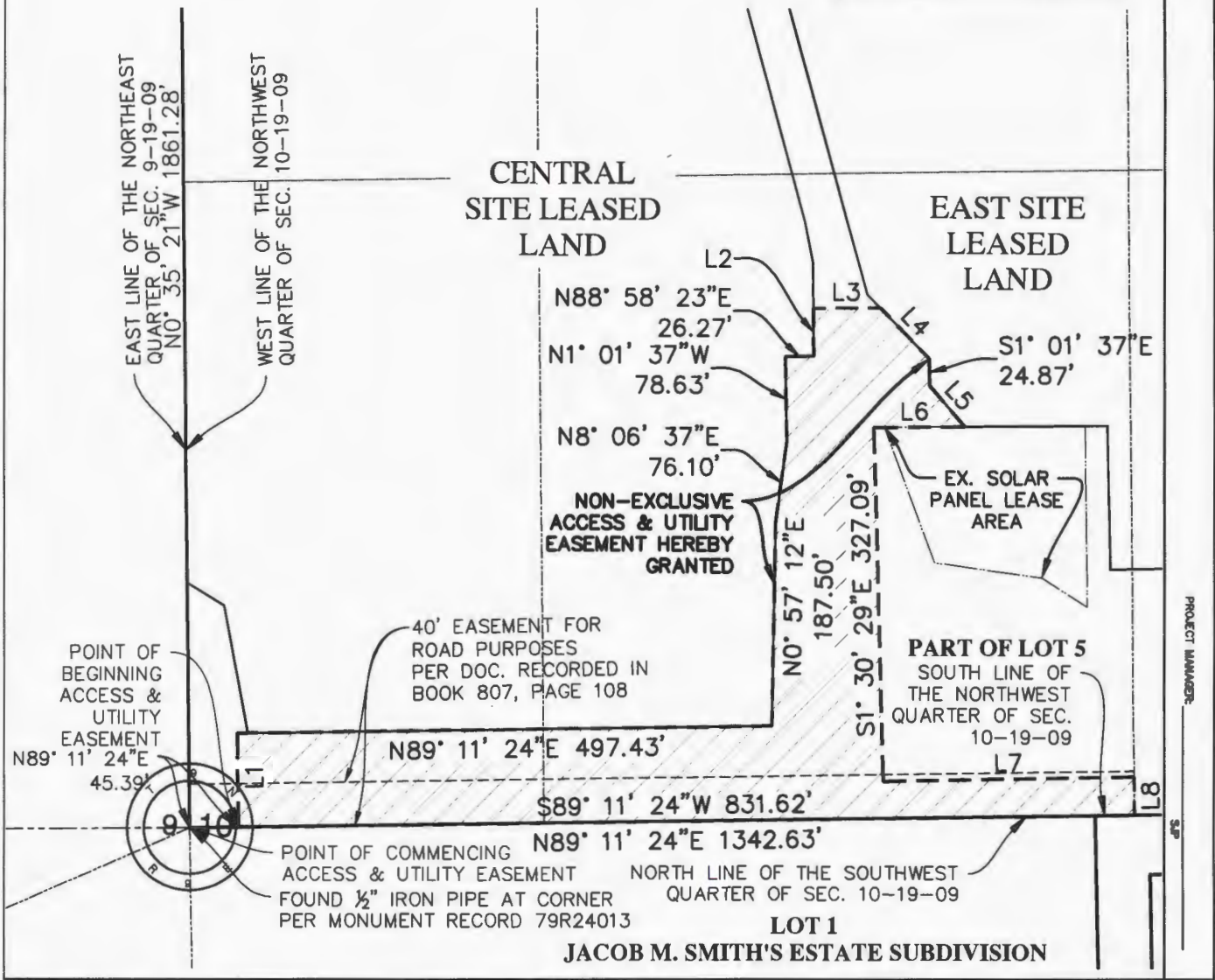
PIN: PART OF 91-21-10-151-006

### LEGEND

NON-EXCLUSIVE ACCESS &  
UTILITY EASEMENT  
HEREBY GRANTED



Parcel Line Table		
Line #	Direction	Length
L1	N0° 48' 36"W	86.28'
L2	N0° 33' 56"W	44.04'
L3	N89° 26' 04"E	61.92'
L4	S44° 02' 47"E	65.31'
L5	S40° 44' 35"E	49.81'
L6	S89° 24' 39"W	84.03'
L7	N88° 56' 29"E	231.91'
L8	S0° 35' 21"E	35.00'



### EASEMENT EXHIBIT

SCALE: 1" = 150'	DATE: 09/02/20	ENGINEER(S): JC	FILE NUMBER: A19-1367	SITE	OWNER/DEVELOPER	ENGINEER	7			
						UTILITY INFRASTRUCTURE SOLUTIONS	6			
						<b>hbk</b> ENGINEERING	5			
						921 WEST VAN BUREN, SUITE 100 CHICAGO, IL 60607	4			
						PHONE: (312) 432-0076 FAX: (312) 432-0231	3			
						STATE OF ILLINOIS, DEPARTMENT OF PROFESSIONAL REGULATION, LICENSE NO. 184-002308	2			
							1			
							DESCRIPTION	BY	DATE	
							REVISIONS			