



City of Urbana
400 South Vine Street
Urbana, IL 61801

2021R09026
REC ON: 04/19/2021 03:44:50 PM
CHAMPAIGN COUNTY
MIKE INGRAM
REC FEE: 52.00
RHSPS Fee: 9.00
STATE TAX:
COUNTY TAX:
PLAT ACT:
PAGES 19

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 EAST, LLC (LEASE FOR CONSTRUCTION AND OPERATION OF SOLAR ARRAY ON EAST PORTION OF LANDFILL) [ORD. 2021-03-006].

approved by the City Council of the City of Urbana, Illinois, on the 8th 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 9th day of March, AD, 2021.



Phyllis D. Clark

Phyllis D. Clark, City Clerk



ORDINANCE NO. 2021-03-006

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

(Lease for Construction and Operation of Solar Array on East 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, the Champaign Urbana Solid Waste Disposal System (hereinafter, CUSWDS) owns certain property within the Landfill,” a portion of which is readily suitable for solar energy development, situated in Champaign County, Illinois; and

WHEREAS, the City is one of two members of CUSWDS; 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 and CUSWDS have 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 or CUSWDS; and

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

WHEREAS, the lease agreement provides that Solar Star Urbana Landfill East, LLC would pay to the City and CUSWDS \$300,000 in one payment for a 15-year Lease for the array location on the east side of the Landfill Complex. Payments for the east solar array shall be made such that thirty-four percent (34%) is paid to the City and sixty-six percent (66%) is paid to CUSWDS; and

WHEREAS, the CUSWDS Board will also need to execute the Solar Facility Ground Lease with Solar Star Urbana Landfill East, LLC; and

WHEREAS, the City Council and CUSWDS deem 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 East, 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 (East) and FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (East) and 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 (East) and FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (East),
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.

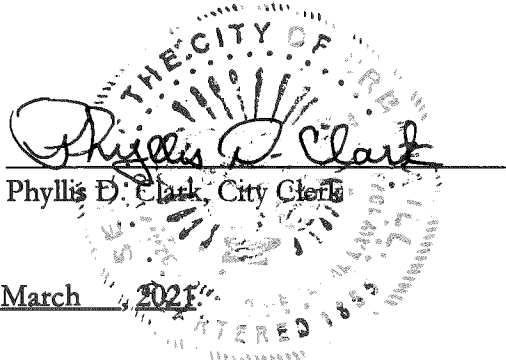
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a majority of the corporate authorities of the City of Urbana, Illinois, at a meeting of said corporate authorities.

PASSED BY THE CITY COUNCIL this 8th 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 9th day of March, 2021.

Diane Wolfe Marlin

Diane Wolfe Marlin, Mayor



CERTIFICATE OF PUBLICATION IN PAMPHLET FORM



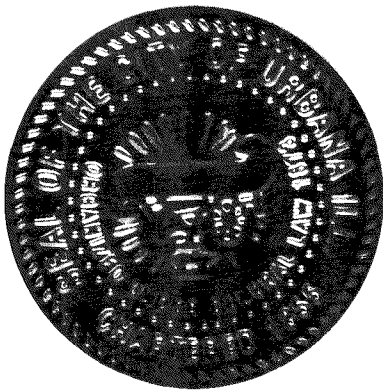
I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois. I certify that on the 8th day of March 2021 the City Council of the City of Urbana passed and approved Ordinance No. 2021-03-006 entitled:

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

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

The pamphlet form of Ordinance No. 2021-03-006 was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the 9th 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 9th day of March, 2021.





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
(EAST)

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 and body politic and Champaign Urbana Solid Waste Disposal System (together, “**Landlord**”), and Solar Star Urbana Landfill East, 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. 2020R07627 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 03-10-2021, 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)



Champaign Urbana Solid Waste Disposal System

By its members:

City of Urbana, Illinois

By: Carol J. Mitten

Name: Carol J. Mitten

Title: City Administrator

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

On 03-10-2021, before me Wendy M. Hundley, Notary Public, personally appeared Carol J. Mitten, 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)



Champaign Urbana Solid Waste Disposal System
By its members:

City of Champaign, Illinois

By: *Dorothy Ann David*
Name: Dorothy Ann David
Title: City Manager

APPROVED AS TO FORM:

By: *Thomas Yu*
Tom Yu, Asst. City Atty.

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

On 3/23/21, before me Sally J. Graning, Notary Public, personally appeared Dorothy Ann David, 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.

Sally J. Graning [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 227.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 20.36 FEET; THENCE NORTH 1 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 133.01 FEET TO THE EASTERLY EXTENSION OF THE NORTH 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 EXTENSION, A DISTANCE OF 131.53 FEET; THENCE NORTH 40 DEGREES 44 MINUTES 35 SECONDS WEST, A DISTANCE OF 49.81 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 24.87 FEET; THENCE NORTH 44 DEGREES 02 MINUTES 47 SECONDS WEST, A DISTANCE OF 82.40 FEET; THENCE NORTH 15 DEGREES 23 MINUTES 05 SECONDS WEST, A DISTANCE OF 378.55 FEET; THENCE NORTH 2 DEGREES 27 MINUTES 18 SECONDS WEST, A DISTANCE OF 63.24 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 12 SECONDS EAST, A DISTANCE OF 432.05 FEET; THENCE SOUTH 49 DEGREES 24 MINUTES 07 SECONDS EAST, A DISTANCE OF 389.15 FEET; THENCE SOUTH 15 DEGREES 44 MINUTES 17 SECONDS EAST, A DISTANCE OF 158.61 FEET; THENCE SOUTH 0 DEGREES 36 MINUTES 56 SECONDS EAST, A DISTANCE OF 427.85 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 355.60 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 150.49 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 68.96 FEET TO THE POINT OF BEGINNING, CONTAINING 449,738 SQUARE FEET, MORE OR LESS, ALL IN THE CITY OF URBANA, 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

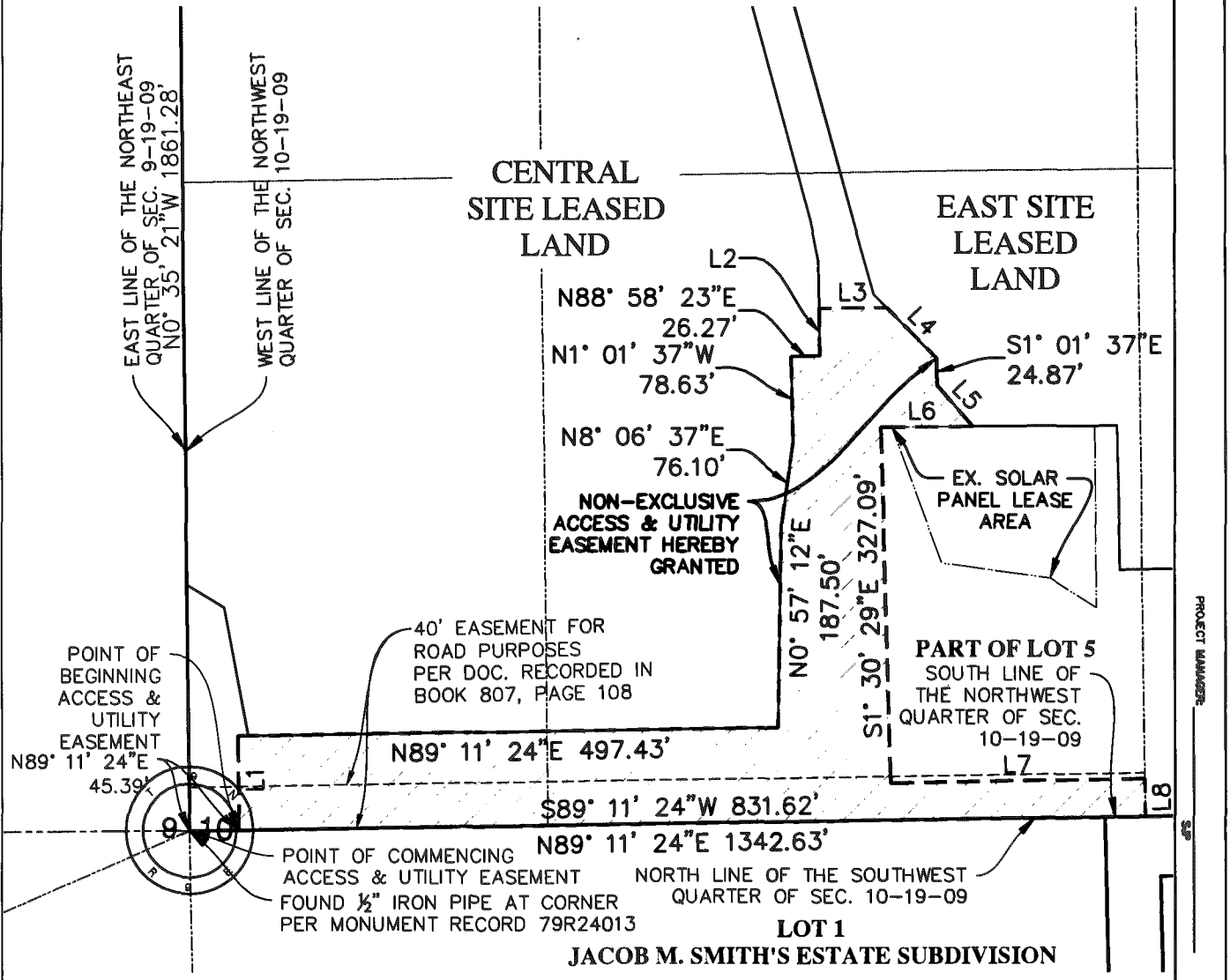
EASEMENT AREA SUMMARY:

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

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'

LEGEND

NON-EXCLUSIVE ACCESS &
UTILITY EASEMENT
HEREBY GRANTED



EASEMENT EXHIBIT

DATE: 09/02/20 SCALE: 1"=150' SHEET: 1	FILE NUMBER: A19-1367 ENGINEER(S): JC	SITE:	OWNER/DEVELOPER:	ENGINEER: UTILITY INFRASTRUCTURE SOLUTIONS hbk ENGINEERING 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	<table border="1"> <tr><td>7</td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>1</td><td></td><td></td></tr> <tr><td>NO</td><td>DESCRIPTION</td><td>BY DATE</td></tr> <tr><td></td><td colspan="2">REVISIONS</td></tr> </table>	7			6			5			4			3			2			1			NO	DESCRIPTION	BY DATE		REVISIONS	
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FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE
(EAST)

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 and Champaign Urbana Solid Waste Disposal System (together, “**Landlord**”), and Solar Star Urbana Landfill East, 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:

TENANT:

City of Urbana, Illinois

Solar Star Urbana Landfill East, LLC,

a Delaware limited liability company

By: *Diane Wolfe Maclin*

By: Nexamp Capital, LLC

Name: Diane Wolfe Maclin

a Delaware limited liability company

Title: Mayor

Its: Sole Member

APPROVED AS TO FORM:

By: *John T. Murphy*

Name: John T. Murphy

Title: Senior Vice President

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

Champaign Urbana Solid Waste Disposal System

By its members:

City of Urbana, Illinois

City of Champaign, Illinois

By: *Carol J. Mitten*

By: *Dorothy Ann David*

Name: Carol J. Mitten

Name: Dorothy Ann David

Title: City Administrator

Title: City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: *Thomas Yu*

Name: _____

Name: Tom Yu

Title: _____

Title: Asst. City Atty.

ATTEST:

ATTEST:

By: _____

By: *Marilyn L. Banks*

Name: _____

Name: Marilyn Banks

Title: _____

Title: City Clerk

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 227.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 20.36 FEET; THENCE NORTH 1 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 133.01 FEET TO THE EASTERLY EXTENSION OF THE NORTH 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 EXTENSION, A DISTANCE OF 131.53 FEET; THENCE NORTH 40 DEGREES 44 MINUTES 35 SECONDS WEST, A DISTANCE OF 49.81 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 24.87 FEET; THENCE NORTH 44 DEGREES 02 MINUTES 47 SECONDS WEST, A DISTANCE OF 82.40 FEET; THENCE NORTH 15 DEGREES 23 MINUTES 05 SECONDS WEST, A DISTANCE OF 378.55 FEET; THENCE NORTH 2 DEGREES 27 MINUTES 18 SECONDS WEST, A DISTANCE OF 63.24 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 12 SECONDS EAST, A DISTANCE OF 432.05 FEET; THENCE SOUTH 49 DEGREES 24 MINUTES 07 SECONDS EAST, A DISTANCE OF 389.15 FEET; THENCE SOUTH 15 DEGREES 44 MINUTES 17 SECONDS EAST, A DISTANCE OF 158.61 FEET; THENCE SOUTH 0 DEGREES 36 MINUTES 56 SECONDS EAST, A DISTANCE OF 427.85 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 355.60 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 150.49 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 68.96 FEET TO THE POINT OF BEGINNING, CONTAINING 449,738 SQUARE FEET, MORE OR LESS, ALL IN THE CITY OF URBANA, 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.



City of Urbana
400 South Vine Street
Urbana, IL 61801

CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) SS

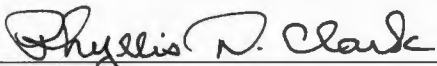
I, PHYLLIS D. CLARK, City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled:

AN ORDINANCE APPROVING AN AMENDMENT TO A SOLAR FACILITY GROUND LEASE WITH SOLAR STAR URBANA LANDFILL EAST, LLC (LEASE FOR CONSTRUCTION AND OPERATION OF SOLAR ARRAY ON EAST PORTION OF LANDFILL) [ORD. 2021-03-006].

approved by the City Council of the City of Urbana, Illinois, on the 8th 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 9th day of March, AD, 2021.





Phyllis D. Clark, City Clerk



ORDINANCE NO. 2021-03-006

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

(Lease for Construction and Operation of Solar Array on East 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, the Champaign Urbana Solid Waste Disposal System (hereinafter, CUSWDS) owns certain property within the Landfill,” a portion of which is readily suitable for solar energy development, situated in Champaign County, Illinois; and

WHEREAS, the City is one of two members of CUSWDS; 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 and CUSWDS have 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 or CUSWDS; and

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

WHEREAS, the lease agreement provides that Solar Star Urbana Landfill East, LLC would pay to the City and CUSWDS \$300,000 in one payment for a 15-year Lease for the array location on the east side of the Landfill Complex. Payments for the east solar array shall be made such that thirty-four percent (34%) is paid to the City and sixty-six percent (66%) is paid to CUSWDS; and

WHEREAS, the CUSWDS Board will also need to execute the Solar Facility Ground Lease with Solar Star Urbana Landfill East, LLC; and

WHEREAS, the City Council and CUSWDS deem 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 East, 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 (East) and FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (East) and 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 (East) and FIRST AMENDMENT TO MEMORANDUM OF SOLAR FACILITY GROUND LEASE (East),
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.

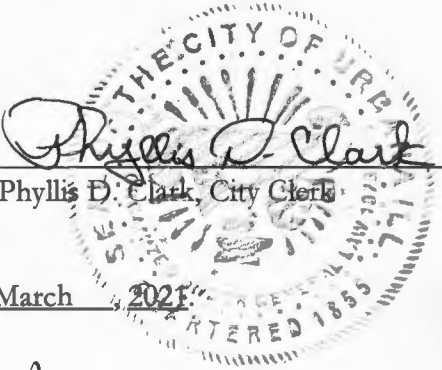
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a majority of the corporate authorities of the City of Urbana, Illinois, at a meeting of said corporate authorities.

PASSED BY THE CITY COUNCIL this 8th 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 9th 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 8th day of March 2021 the City Council of the City of Urbana passed and approved Ordinance No. 2021-03-006 entitled:

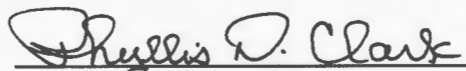
AN ORDINANCE APPROVING AN AMENDMENT TO A SOLAR FACILITY GROUND LEASE WITH SOLAR STAR URBANA LANDFILL EAST, LLC (LEASE FOR CONSTRUCTION AND OPERATION OF SOLAR ARRAY ON EAST PORTION OF LANDFILL)

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

The pamphlet form of Ordinance No. 2021-03-006 was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the 9th 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 9th day of March, 2021.





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
(EAST)

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 and body politic and Champaign Urbana Solid Waste Disposal System (together, “**Landlord**”), and Solar Star Urbana Landfill East, 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. 2020R07627 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

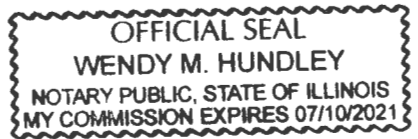
STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

On 03-10-2021, 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)



Champaign Urbana Solid Waste Disposal System
By its members:

City of Urbana, Illinois

By: Carol J. Mitten
Name: Carol J. Mitten
Title: City Administrator

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

On 03-10-2021, before me Wendy M. Hundley, Notary Public, personally appeared Carol J. Mitten, 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)



Champaign Urbana Solid Waste Disposal System
By its members:

City of Champaign, Illinois

By: Dorothy Ann David
Name: Dorothy Ann David
Title: City Manager

APPROVED AS TO FORM:

By: Thomas Yu
Tom Yu, Asst. City Atty.

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

On 3/23/21, before me Sally J. Graning, Notary Public, personally appeared Dorothy Ann David, 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.

Sally J. Graning [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 227.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 20.36 FEET; THENCE NORTH 1 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 133.01 FEET TO THE EASTERLY EXTENSION OF THE NORTH 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 EXTENSION, A DISTANCE OF 131.53 FEET; THENCE NORTH 40 DEGREES 44 MINUTES 35 SECONDS WEST, A DISTANCE OF 49.81 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 24.87 FEET; THENCE NORTH 44 DEGREES 02 MINUTES 47 SECONDS WEST, A DISTANCE OF 82.40 FEET; THENCE NORTH 15 DEGREES 23 MINUTES 05 SECONDS WEST, A DISTANCE OF 378.55 FEET; THENCE NORTH 2 DEGREES 27 MINUTES 18 SECONDS WEST, A DISTANCE OF 63.24 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 12 SECONDS EAST, A DISTANCE OF 432.05 FEET; THENCE SOUTH 49 DEGREES 24 MINUTES 07 SECONDS EAST, A DISTANCE OF 389.15 FEET; THENCE SOUTH 15 DEGREES 44 MINUTES 17 SECONDS EAST, A DISTANCE OF 158.61 FEET; THENCE SOUTH 0 DEGREES 36 MINUTES 56 SECONDS EAST, A DISTANCE OF 427.85 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 24 SECONDS WEST, A DISTANCE OF 355.60 FEET; THENCE NORTH 1 DEGREES 01 MINUTES 37 SECONDS WEST, A DISTANCE OF 150.49 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 68.96 FEET TO THE POINT OF BEGINNING, CONTAINING 449,738 SQUARE FEET, MORE OR LESS, ALL IN THE CITY OF URBANA, 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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FIRST AMENDMENT TO SOLAR FACILITY GROUND LEASE
(EAST)

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 and Champaign Urbana Solid Waste Disposal System (together, “**Landlord**”), and Solar Star Urbana Landfill East, 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:

TENANT:

City of Urbana, Illinois

Solar Star Urbana Landfill East, LLC,

a Delaware limited liability company

By: *Diane Wolfe Marlin*

By: Nexamp Capital, LLC

Name: Diane Wolfe Marlin

a Delaware limited liability company

Title: Mayor

Its: Sole Member

APPROVED AS TO FORM:

By: *John T. Murphy*

Name: John T. Murphy

Title: Senior Vice President

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

Champaign Urbana Solid Waste Disposal System

By its members:

City of Urbana, Illinois

City of Champaign, Illinois

By: *Carol J. Mitten*

By: *Dorothy Ann David*

Name: Carol J. Mitten

Name: Dorothy Ann David

Title: City Administrator

Title: City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: *Thomas Yu*

Name: _____

Name: Tom Yu

Title: _____

Title: Asst. City Atty.

ATTEST:

ATTEST:

By: _____

By: *Marilyn L. Banks*

Name: _____

Name: Marilyn Banks

Title: _____

Title: City Clerk

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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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.

