United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4350
www.yorkville.il.us

AGENDA
ECONOMIC DEVELOPMENT COMMITTEE MEETING
Tuesday, March 5, 2024
6:00 p.m.
East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: February 6, 2024

New Business:

1. EDC 2024-14 Building Permit Report for January 2024
2. EDC 2024-15 Building Inspection Report for January 2024
3. EDC 2024-16 Property Maintenance Report for January 2024
4. EDC 2024-17 Economic Development Report for February 2024
5. EDC 2024-18 Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Alternative Energy Use Standards (Solar Farms)
6. EDC 2024-19 Corneils Solar Farm – Annexation, Rezoning, and Special Use

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
ECONOMIC DEVELOPMENT COMMITTEE
Tuesday, March 5, 2024
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

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1. February 6, 2024
   - ☐ Approved _____
     - ☐ As presented
     - ☐ With corrections

NEW BUSINESS:

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1. EDC 2024-14 Building Permit Report for January 2024
   - ☐ Informational Item
   - ☐ Notes _____

     _____

     _____

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2. EDC 2024-15 Building Inspection Report for January 2024
   - ☐ Informational Item
   - ☐ Notes _____

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3. EDC 2024-16 Property Maintenance Report for January 2024
   - ☐ Informational Item
   - ☐ Notes _____

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4. EDC 2024-17 Economic Development Report for February 2024
   - ☐ Informational Item
   - ☐ Notes _____

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5. EDC 2024-18 Ordinance Approving an Amendment to the Yorkville Unified Development Ordinance Regarding Alternative Energy Use Standards (Solar Farms)
   - ☐ Moved forward to CC _____
   - ☐ Approved by Committee _____
   - ☐ Bring back to Committee _____
   - ☐ Informational Item
   - ☐ Notes _____

     _____

     _____

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6. EDC 2024-19 Corneils Solar Farm – Annexation, Rezoning, and Special Use
   - ☐ Moved forward to CC _____
   - ☐ Approved by Committee _____
   - ☐ Bring back to Committee _____
   - ☐ Informational Item
   - ☐ Notes _____

     _____

     _____

ADDITIONAL BUSINESS:

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	☐
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Economic Development Committee – February 6, 2024

Meeting and Date: Economic Development Committee – March 5, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name Department

Agenda Item Notes:

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UNITED CITY OF YORKVILLE
ECONOMIC DEVELOPMENT COMMITTEE
Tuesday, February 6, 2024, 6:00pm
East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL

In Attendance:
Committee Members

Chairman Joe Plocher	Alderman Dan Transier
Alderman Seaver Tarulis	Alderman Chris Funkhouser (via Zoom)

Other City Officials
Assistant City Administrator Erin Willrett
Community Development Director Krysti Barksdale-Noble
Senior Planner Sara Mendez
Code Official Pete Ratos
City Consultant Lynn Dubajic Kellogg

Other Guests None

The meeting was called to order at 6:00pm by Chairman Joe Plocher.

Citizen Comments None

Minutes for Correction/Approval January 2, 2024
The minutes were approved as presented.

New Business
1. EDC 2024-08 Building Permit Report for December 2023
Mr. Ratos reported 94 permits issued in December. Of those, 30 were single-family attached, 18 single-family detached and the remainder are miscellaneous. The calendar year total is 268 single-family detached and 147 attached. He said the busy pace seems to be continuing.

2. EDC 2024-09 Building Inspection Report for December 2023
There were 667 inspections in December, mostly single family homes. Mr. Ratos said there was a slowdown in Bristol Bay as workers were pulled off that location and moved to another project, however, they are expected back soon.

3. EDC 2024-10 Property Maintenance Report for December 2023
There were no hearings in December since all issues had come into compliance after the city worked with the property owners. Mr. Ratos noted there had been a junk issue on Heustis Street. The junk has been removed and a fence will be re-installed soon.

4. EDC 2024-11 Economic Development Report for January 2024

Ms. Dubajic Kellogg noted that the Station One restaurant is scheduled to open February 20th. She also said that Images Med Spa will open February 12th and Boba Tea will open in March. A mechanic shop is being built near Ground Effects and scheduled to open in spring.

5. EDC 2024-12 Comprehensive Plan Update – Future Land Use Amendment

Ms. Noble said this is the annual clean-up of the Comp Plan. Two developments, Bristol Ridge Solar #105 and Northpointe Development, were approved resulting in changes in land use and zoning. This matter will go to PZC on February 14th for a Public Hearing and then back to City Council.

6. EDC 2024-13 Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services Between the United City of Yorkville and Kendall County

Ms. Noble said this is the eleventh year that the city and county have entered into an agreement for inspection services. Last year there were only 7 inspections done for the city by the county and the city did 38 for the county. Others are outsourced to B & F. The city would like to continue this agreement with the county which will extend it for another year. The committee members were OK with this and it will move forward to the City Council for approval.

Old Business: None

Additional Business: None

There was no further business and the meeting adjourned at 6:09 pm.

Minutes respectfully submitted by Marlys Young, Minute Taker

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #1

Tracking Number

EDC 2024-14

Agenda Item Summary Memo

Title: Building Permit Report for January 2024

Meeting and Date: Economic Development Committee – March 5, 2024

Synopsis: All permits issued in January 2024.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: D. Weinert (Name) Community Development (Department)

Agenda Item Notes:

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UNITED CITY OF YORKVILLE

BUILDING PERMIT REPORT

January 2024

TYPES OF PERMITS

	Number of Permits Issued	SFD *Single Family Detached*	SFA *Single Family Attached*	Multi-Family *Apartments Condominiums*	Commercial *Includes all Permits Issued for Commercial Use*	Industrial	Misc.	Construction Cost	Permit Fees
January 2024	59	15	0	0	6	0	38	67,388,026.00	287,264.76
Calendar Year 2024	59	15	0	0	6	0	38	67,388,026.00	287,264.76
Fiscal Year 2024	1881	195	109	0	66	0	1511	149,679,362.00	4,427,175.82
January 2023	57	22	0	0	5	0	30	4,333,993.00	148,647.74
Calendar Year 2023	57	22	0	0	5	0	30	4,333,993.00	148,647.74
Fiscal Year 2023	1162	132	103	0	82	0	845	52,181,689.00	2,324,000.00
January 2022	58	14	0	0	7	0	37	3,615,286.00	94,653.90
Calendar Year 2022	58	14	0	0	7	0	37	3,615,286.00	94,653.90
Fiscal Year 2022	1176	164	136	0	82	0	794	55,134,663.00	1,998,786.79
January 2021	62	17	4	0	9	0	32	4,104,663.00	130,469.45
Calendar Year 2021	62	17	4	0	9	0	32	4,104,663.00	130,469.45
Fiscal Year 2021	1502	191	98	0	60	0	1153	52,877,347.00	2,415,297.71

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #2

Tracking Number

EDC 2024-15

Agenda Item Summary Memo

Title: Building Inspection Report for January 2024

Meeting and Date: Economic Development Committee – March 5, 2024

Synopsis: All inspections scheduled in January 2024.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: D. Weinert (Name) Community Development (Department)

Agenda Item Notes:

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INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF	_____ AM	003-REI REINSPECTION	20200428	3426 RYAN DR	68	01/17/2024	
	Comments1: SOLAR -- MARK 480-716-2425						
BC	09:00	042-PPS PRE-POUR, SLAB ON GRADE	20220474	1555 W CORNEILS RD			01/04/2024
	Comments1: ALLAN -- WEST GREENHOUSE						
BC	11:30	043-PPS PRE-POUR, SLAB ON GRADE				01/31/2024	
	Comments1: TANK FOUNDATION FOR EAST GREENHOUSE -- A						
	Comments2: LLEN						
PR	_____	021-EFL ENGINEERING FINAL SITE	20221292	1091 AUBURN DR	93		01/02/2023
BC	13:00	002-FIN FINAL INSPECTION	20230092	610 TOWER LN		01/30/2024	
	Comments1: ANTENNA TOWER						
JP	_____	001-FIN FINAL INSPECTION	20230196	1755 MARKETVIEW DR	8	01/29/2024	
	Comments1: ELECTRIC SIGN						
JP	_____	022-EFL ENGINEERING FINAL SITE	20230208	3961 HAVENHILL CT	3029		01/03/2024
	Comments1: WINTER CONDITIONS OK TO TEMP						
JB	_____	022-EFL ENGINEERING FINAL SITE	20230209	3963 HAVENHILL CT	3029		01/03/2024
	Comments1: WINTER CONDITIONS OK TO TEMP						
GH	_____ AM	017-FIN FINAL INSPECTION	20230210	3965 HAVENHILL CT	3029		01/04/2024
	Comments1: JENN@ABBYPROPERTIES.LLC						
GH	_____ AM	018-FEL FINAL ELECTRIC					01/04/2024
GH	_____ AM	019-FMC FINAL MECHANICAL					01/04/2024
PBF	_____ AM	020-PLF PLUMBING - FINAL OSR READ					01/04/2024
	Comments1: JENN@ABBYPROPERTIES.LLC						
JP	_____	021-EFL ENGINEERING FINAL SITE					01/03/2024
	Comments1: WINTER CONDITIONS OK TO TEMP						
GH	_____ PM	022-REI REINSPECTION					01/05/2024
	Comments1: FINAL ELECTRIC -						
JP	_____	017-EFL ENGINEERING FINAL SITE	20230211	3967 HAVENHILL CT	3029		01/03/2024
	Comments1: WINTER CONDITIONS OK						
GH	_____ AM	018-FIN FINAL INSPECTION					01/09/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
GH	_____ AM	019-FEL FINAL ELECTRIC					01/09/2024

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____ AM	020-FMC FINAL MECHANICAL					01/09/2024
PBF	_____ AM	021-PLF PLUMBING - FINAL OSR READ					01/09/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
BC	_____	014-ABC ABOVE CEILING	20230570	105 W FOX ST	2		01/08/2024
	Comments1: RYAN 630-220-6263						
PR	_____	015-ELS ELECTRIC SERVICE					01/22/2024
JP	_____ AM	021-BSM BASEMENT FLOOR	20230813	3377 CALEDONIA DR	184	01/18/2024	
	Comments1: COMEX						
GH	_____	014-FIN FINAL INSPECTION	20230816	2635 SEELEY ST	817		01/18/2024
GH	_____	015-FEL FINAL ELECTRIC					01/18/2024
GH	_____	016-FMC FINAL MECHANICAL					01/18/2024
	Comments1: MTFOY 224-340-5860						
PBF	_____	017-PLF PLUMBING - FINAL OSR READ					01/18/2024
	Comments1: MTFOY@DRHORTON.COM 224-340-5860						
ED	_____	018-EFL ENGINEERING FINAL SITE					01/25/2024
	Comments1: WINTER CONDITIONS OK TO TEMP						
GH	_____	019-REI REINSPECTION					01/19/2024
	Comments1: FINAL ELECTRIC						
GH	_____ AM	010-RFR ROUGH FRAMING	20230818	2853 ROOD ST	317		01/23/2024
	Comments1: CHRIS						
GH	_____ AM	011-REL ROUGH ELECTRICAL					01/23/2024
GH	_____ AM	012-RMC ROUGH MECHANICAL					01/23/2024
PBF	_____ AM	013-PLR PLUMBING - ROUGH					01/23/2024
	Comments1: CHRIS.DANIEL@MBHOMES.COM						
GH	_____ PM	014-REI REINSPECTION					01/29/2024
	Comments1: ROUGH FRAMING -- CHRIS						
JP	_____	001-FIN FINAL INSPECTION	20231145	800 GAME FARM RD		01/29/2024	
	Comments1: SIGN -- SCHOOL DISTRICT						
JP	_____	001-FIN FINAL INSPECTION	20231161	1407 CANNONBALL DR			01/17/2024
	Comments1: SIGN LITTLE LEARNERS						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____ AM	008-STP STOOPS	20231190	3069 CONSTITUTION WAY	512		01/05/2024
	Comments1: FR & R -- MW						
BC	_____	009-RFR ROUGH FRAMING					01/22/2024
	Comments1: AUSTIN						
BC	_____	010-REL ROUGH ELECTRICAL					01/22/2024
BC	_____	011-RMC ROUGH MECHANICAL					01/22/2024
PBF	_____	012-PLR PLUMBING - ROUGH					01/22/2024
	Comments1: ASUSONG@NVRINC.COM						
GH	_____ AM	013-INS INSULATION					01/25/2024
	Comments1: AUSTIN						
GH	_____	017-FIN FINAL INSPECTION	20231192	3392 CALEDONIA DR	179	01/31/2024	
	Comments1: JEFF						
GH	_____	018-FEL FINAL ELECTRIC				01/31/2024	
GH	_____	019-FMC FINAL MECHANICAL				01/31/2024	
PBF	_____	020-PLF PLUMBING - FINAL OSR READ				01/31/2024	
	Comments1: JEFFREY.LEADER@LENNAR.COM						
ED	_____	021-EFL ENGINEERING FINAL SITE				01/31/2024	
	Comments1: WINTER CONDITIONS						
GH	_____	016-FIN FINAL INSPECTION	20231193	3386 CALEDONIA DR	178	01/31/2024	
	Comments1: JEFF						
GH	_____	017-FEL FINAL ELECTRIC				01/31/2024	
GH	_____	018-FMC FINAL MECHANICAL				01/31/2024	
PBF	_____	019-PLF PLUMBING - FINAL OSR READ				01/31/2024	
GH	_____	016-FIN FINAL INSPECTION	20231313	2745 CURTIS CT	117		01/18/2024
	Comments1: KEN MISSING ENERGY STICKER, NEED TEMP FI						
	Comments2: LL AT DECK STAIRS TO GRADE						
GH	_____	017-FEL FINAL ELECTRIC					01/18/2024
	Comments1: OPEN JUNCTION BOX IN BASEMENT STAIRWAY						
GH	_____	018-FMC FINAL MECHANICAL					01/18/2024
PBF	_____	019-PLF PLUMBING - FINAL OSR READ					01/18/2024

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
ED	_____	020-EFL ENGINEERING FINAL SITE					01/18/2024
	Comments1: WINTER CONDITIONS						
GH	_____	021-REI REINSPECTION					01/23/2024
	Comments1: FINAL ELECTRIC						
GH	_____	022-REI REINSPECTION					01/23/2024
	Comments1: FINAL FRAME						
ED	_____	015-EFL ENGINEERING FINAL SITE	20231330	2626 SEELEY ST	746		01/26/2024
	Comments1: WINTER CONDITIONS						
GH	_____	016-FIN FINAL INSPECTION					01/29/2024
	Comments1: MT FOY						
GH	_____	017-FEL FINAL ELECTRIC					01/29/2024
GH	_____	018-FMC FINAL MECHANICAL					01/29/2024
PBF	_____	019-PLF PLUMBING - FINAL OSR READ					01/29/2024
	Comments1: MTFOY@DRHORTON.COM						
GH	_____	017-FIN FINAL INSPECTION	20231360	2614 SEELEY ST	749		01/19/2024
	Comments1: FOY						
GH	_____	018-FEL FINAL ELECTRIC					01/19/2024
GH	_____	019-FMC FINAL MECHANICAL					01/19/2024
PR	_____	020-PLF PLUMBING - FINAL OSR READ					01/19/2024
	Comments1: MTFOY@DRHORTON.COM						
JB	_____	021-EFL ENGINEERING FINAL SITE					01/19/2024
	Comments1: WINTER CONDITIONS OK TO TEMP						
GH	_____	016-FIN FINAL INSPECTION	20231363	572 TIMBER OAK LN	44		01/08/2024
	Comments1: JASON						
GH	_____	017-FEL FINAL ELECTRIC					01/08/2024
GH	_____	018-FMC FINAL MECHANICAL					01/08/2024
PBF	_____	019-PLF PLUMBING - FINAL OSR READ					01/08/2024
	Comments1: JJACOBS@RALLYHOMES.NET						
JB	_____	020-EFL ENGINEERING FINAL SITE					01/03/2024
	Comments1: WINTER CONDITIONS						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	10:00	005-BG BASEMENT AND GARAGE FLOOR	20231373	2925 CRYDER WAY	468		01/10/2024
	Comments1: COX						
GH	10:00	006-STP STOOPS					01/10/2024
	Comments1: FRONT & REAR - COX						
GH	_____ PM	016-FIN FINAL INSPECTION	20231422	592 TIMBER OAK LN	45		01/22/2024
	Comments1: JASON						
GH	_____ PM	017-FEL FINAL ELECTRIC					01/22/2024
GH	_____ PM	018-FMC FINAL MECHANICAL					01/22/2024
PBF	_____ PM	019-PLF PLUMBING - FINAL OSR READ					01/22/2024
	Comments1: JJACOBS@RALLYHOMES.NET						
ED	_____	020-EFL ENGINEERING FINAL SITE					01/24/2024
	Comments1: CAN'T LOCATE BBOX						
GH	_____	019-FIN FINAL INSPECTION	20231427	362 BISCAYNE LN	1980		01/11/2024
	Comments1: JOE						
GH	_____	020-FEL FINAL ELECTRIC					01/11/2024
GH	_____	021-FMC FINAL MECHANICAL					01/11/2024
PBF	_____	022-PLF PLUMBING - FINAL OSR READ					01/11/2024
	Comments1: JOEMANUE@NVRINC.COM						
BC	_____	010-RFR ROUGH FRAMING	20231462	395 TIMBER OAK LN	32		01/09/2024
	Comments1: JASON						
BC	_____	011-REL ROUGH ELECTRICAL					01/09/2024
BC	_____	012-RMC ROUGH MECHANICAL					01/09/2024
PBF	_____	013-PLR PLUMBING - ROUGH					01/09/2024
	Comments1: JJACOBS@RALLYHOMES.NET						
BC	_____ AM	014-STP STOOPS					01/10/2024
	Comments1: MW						
BC	_____ AM	015-REI REINSPECTION					01/10/2024
	Comments1: ROUGH ELECTRIC -- JASON						
JP	_____ PM	016-INS INSULATION					01/22/2024
	Comments1: JASON						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	AM 008-STP STOOPS	20231463	552 TIMBER OAK CT	43		01/08/2024
	Comments1: MW						
GH	_____	PM 009-RFR ROUGH FRAMING					01/16/2024
	Comments1: JASON						
GH	_____	PM 010-REL ROUGH ELECTRICAL					01/16/2024
	Comments1: JASON						
GH	_____	PM 011-RMC ROUGH MECHANICAL					01/16/2024
PBF	_____	PM 012-PLR PLUMBING - ROUGH					01/16/2024
	Comments1: JJACOBS@RALLYHOMES.NET						
BC	_____	013-INS INSULATION					01/25/2024
	Comments1: JASON						
GH	_____	PM 014-REI REINSPECTION					01/22/2024
	Comments1: ROUGH FRAMING						
BC	_____	AM 004-FIN FINAL INSPECTION	20231492	880 GILLESPIE LN	125		01/24/2024
	Comments1: SCOTT						
BC	_____	AM 005-FEL FINAL ELECTRIC					01/24/2024
BC	_____	AM 006-FMC FINAL MECHANICAL					01/24/2024
PR	_____	AM 007-PLF PLUMBING - FINAL OSR READ					01/24/2024
JP	_____	001-FIN FINAL INSPECTION	20231527	103 E MAIN ST		01/31/2024	
	Comments1: SIDING -- WILLIAM						
GH	_____	011-REI REINSPECTION	20231553	1011 GILLESPIE LN	242		01/02/2024
	Comments1: SERVICE WALK						
BC	_____	012-ELS ELECTRIC SERVICE					01/08/2024
BF	_____	AM 014-REI REINSPECTION	20231554	1013 GILLESPIE LN	241		01/02/2023
	Comments1: INSULATION -- SANDRAMOMENT@ABBYPROPERTIE						
	Comments2: S.LLC						
GH	_____	015-REI REINSPECTION					01/02/2024
	Comments1: SERIVCE WALK						
BC	_____	016-ELS ELECTRIC SERVICE					01/08/2024
BF	_____	AM 012-REI REINSPECTION	20231555	1015 GILLESPIE LN	240		01/02/2024
	Comments1: ROUGH ELECTRIC SANDRAMOMENT@ABBYPROPERTI						
	Comments2: ES.LLC						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF	_____	PM 013-REI REINSPECTION					01/02/2024
		Comments1: ROUGH FRAMING -- ABBYPROPERTIES.LLC@GMAI					
		Comments2: L.COM					
BF	_____	PM 014-INS INSULATION					01/03/2024
		Comments1: INSULATION -- ABBYPROPERTIES.LLC@GMAIL.C					
		Comments2: OM					
GH	_____	015-REI REINSPECTION					01/02/2024
		Comments1: SERVICE WALK					
BC	_____	016-ELS ELECTRIC SERVICE					01/08/2024
BF	_____	AM 008-RFR ROUGH FRAMING	20231556	1017 GILLESPIE LN	239		01/03/2024
		Comments1: ABBYPROPERTIES.LLC@GMAIL.COM					
BF	_____	AM 009-REL ROUGH ELECTRICAL					01/03/2024
BF	_____	AM 010-RMC ROUGH MECHANICAL					01/03/2024
PBF	_____	AM 011-PLR PLUMBING - ROUGH					01/03/2024
		Comments1: ABBYPROPERTIES.LLC@GMAIL.COM 630-365-722					
		Comments2: 9					
BC	_____	AM 012-INS INSULATION					01/05/2024
		Comments1: ABBYPROPERTIESLLC@GMAIL.COM					
BC	_____	013-ELS ELECTRIC SERVICE					01/08/2024
PBF	_____	AM 006-PLR PLUMBING - ROUGH	20231557	1019 GILLESPIE LN	238		01/04/2024
		Comments1: ABBYPROPERTIES.LLC@GMAIL.COM					
BC	_____	007-ELS ELECTRIC SERVICE					01/08/2024
BF	_____	AM 008-RFR ROUGH FRAMING					01/09/2024
		Comments1: ABBYPROPERTIES.LLC@GMAIL.COM -- APPROVED					
		Comments2: AS NOTED					
BF	_____	AM 009-REL ROUGH ELECTRICAL					01/09/2024
		Comments1: APPROVED AS NOTED					
BF	_____	AM 010-RMC ROUGH MECHANICAL					01/09/2024
		Comments1: APPROVED AS NOTED					
BC	_____	011-INS INSULATION					01/11/2024
		Comments1: ABBYPROPERTIES.LLC@GMAIL.COM					
BC	_____	007-ELS ELECTRIC SERVICE	20231558	1021 GILLESPIE LN	237		01/08/2024

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BF	_____	AM 008-RFR ROUGH FRAMING					01/17/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
BF	_____	AM 009-REL ROUGH ELECTRICAL					01/17/2024
BF	_____	AM 010-RMC ROUGH MECHANICAL					01/17/2024
PBF	_____	AM 011-PLR PLUMBING - ROUGH					01/17/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
BC	_____	PM 012-INS INSULATION					01/19/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
BC	_____	AM 013-REI REINSPECTION					01/18/2024
	Comments1: ROUGH ELECTRIC -- ABBYPROPERTIES.LLC@GMA						
	Comments2: IL.COM						
BC	_____	AM 014-REI REINSPECTION					01/18/2024
	Comments1: ROUGH FRAMING						
BC	_____	015-RMC ROUGH MECHANICAL					01/18/2024
BC	_____	016-REI REINSPECTION					01/19/2024
	Comments1: ROUGH MECHANICAL						
BC	_____	017-REI REINSPECTION					01/19/2024
	Comments1: ROUGH ELECTRICAL						
JP	_____	001-FIN FINAL INSPECTION	20231573	1427 CANNONBALL TR		01/29/2024	
	Comments1: SIGN -- LYNN						
GH	_____	018-FIN FINAL INSPECTION	20231619	2730 ELLORY CT	137		01/09/2024
	Comments1: NICK						
GH	_____	019-FEL FINAL ELECTRIC					01/09/2024
GH	_____	020-FMC FINAL MECHANICAL					01/09/2024
PBF	_____	021-PLF PLUMBING - FINAL OSR READ					01/09/2024
	Comments1: NLAPORTA@NVRINC.COM NICK 630-988-0169						
JB	_____	022-EFL ENGINEERING FINAL SITE					01/10/2024
	Comments1: WINTER CONDITIONS OK TO TEMP						
GH	_____	019-FIN FINAL INSPECTION	20231620	3025 GRANDE TR	533		01/11/2024
	Comments1: AUSTIN						
GH	_____	020-FEL FINAL ELECTRIC					01/11/2024

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	021-FMC FINAL MECHANICAL					01/11/2024
PBF	_____	022-PLF PLUMBING - FINAL OSR READ					01/11/2024
		Comments1: SUSONG@NVRINC.COM					
JB	_____	023-EFL ENGINEERING FINAL SITE					01/11/2024
		Comments1: WINTER CONDITIONS					
JB	_____ PM	024-REI REINSPECTION					01/11/2024
		Comments1: OK TO TEMP					
ED	_____	017-EFL ENGINEERING FINAL SITE	20231621	3065 CONSTITUTION WAY	513		01/24/2024
		Comments1: OK TO TEMP WINTER CONDITIONS					
GH	_____	018-FIN FINAL INSPECTION	20231623	391 BISCAYNE LN	1986		01/16/2024
		Comments1: JOE-E 224-575-0022					
GH	_____	019-FEL FINAL ELECTRIC					01/16/2024
PBF	_____	020-PLF PLUMBING - FINAL OSR READ					01/17/2024
		Comments1: JOEMANUA@NVRINC.COM 224-575-0022					
GH	_____	021-FMC FINAL MECHANICAL					01/16/2024
JP	_____	014-FIN FINAL INSPECTION	20231624	4443 TAMPA DR	1961		01/23/2024
		Comments1: JOE					
JP	_____	015-FEL FINAL ELECTRIC					01/23/2024
JP	_____	016-FMC FINAL MECHANICAL					01/23/2024
PBF	_____	017-PLF PLUMBING - FINAL OSR READ					01/23/2024
		Comments1: JOEMANUE@NVRINC.COM					
ED	_____	018-EFL ENGINEERING FINAL SITE					01/26/2024
JP	_____ PM	007-RFR ROUGH FRAMING	20231633	576 ALDER CT	41	01/29/2024	
		Comments1: JASON					
JP	_____ PM	008-REL ROUGH ELECTRICAL				01/29/2024	
JP	_____ PM	009-RMC ROUGH MECHANICAL				01/29/2024	
PBF	_____ PM	010-PLR PLUMBING - ROUGH					01/30/2024
		Comments1: JJACOBS@RALLYHOMES.NET					
PBF	_____	007-PLU PLUMBING - UNDERSLAB	20231634	492 TIMBER OAK LN	40		01/05/2024
		Comments1: JJACOBS@RALLYHOMES.NET					

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	010-RFR ROUGH FRAMING	20231641	301 ANDREW DR	198		01/02/2024
	Comments1: JEFF						
GH	_____	011-REL ROUGH ELECTRICAL					01/02/2024
GH	_____	012-RMC ROUGH MECHANICAL					01/02/2024
PBF	_____	013-PLR PLUMBING - ROUGH					01/02/2024
	Comments1: JEFFREYLEADER@LENNAR.COM						
JP	_____	014-INS INSULATION					01/05/2024
	Comments1: JEFF						
GH	_____ AM	015-REI REINSPECTION					01/03/2024
	Comments1: ROUGH FRAMING -- DARREN						
GH	_____	014-INS INSULATION	20231642	307 ANDREW DR	199		01/02/2024
	Comments1: JEFF						
JP	_____	010-RFR ROUGH FRAMING	20231663	3397 GABRIEL DR	169		01/11/2024
	Comments1: JEFF						
JP	_____	011-REL ROUGH ELECTRICAL					01/11/2024
JP	_____	012-RMC ROUGH MECHANICAL					01/11/2024
PBF	_____	013-PLR PLUMBING - ROUGH					01/11/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
BC	_____	014-INS INSULATION					01/18/2024
	Comments1: JEFF 847 456 8082						
PBF	_____	012-PLU PLUMBING - UNDERSLAB	20231664	3388 GABRIEL DR	168		01/09/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
BC	_____	013-BSM BASEMENT FLOOR					01/10/2024
BC	_____	014-GAR GARAGE FLOOR					01/10/2024
JP	_____	011-RFR ROUGH FRAMING	20231665	3377 GABRIEL DR	170		01/23/2024
	Comments1: JEFF						
JP	_____	012-REL ROUGH ELECTRICAL					01/23/2024
JP	_____	013-RMC ROUGH MECHANICAL					01/23/2024
PBF	_____	014-PLR PLUMBING - ROUGH					01/23/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____	015-INS INSULATION				01/25/2024	
	Comments1: JEFF						
PBF	_____	005-PLU PLUMBING - UNDERSLAB	20231666	3358 GABRIEL DR	166		01/09/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
JP	_____	006-GPL GREEN PLATE INSPECTION					01/16/2024
	Comments1: JEFF						
GH	_____ AM	007-BSM BASEMENT FLOOR					01/29/2024
	Comments1: JEFF						
GH	_____ AM	010-GAR GARAGE FLOOR	20231667	3357 GABRIEL DR	171		01/03/2024
	Comments1: COMEX						
GH	_____ AM	011-STP STOOPS					01/03/2024
	Comments1: FRONT & REAR						
GH	_____	012-RFR ROUGH FRAMING					01/29/2024
	Comments1: JEFF						
GH	_____	013-REL ROUGH ELECTRICAL					01/29/2024
GH	_____	014-RMC ROUGH MECHANICAL					01/29/2024
PBF	_____	015-PLR PLUMBING - ROUGH					01/29/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
PBF	_____	007-PLU PLUMBING - UNDERSLAB	20231668	3328 GABRIEL DR	164		01/09/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
JP	_____ AM	008-BSM BASEMENT FLOOR					01/18/2024
	Comments1: COMEX						
BC	_____ AM	004-FIN FINAL INSPECTION	20231674	2728 ELLORY CT	138		01/16/2024
	Comments1: BASEMENT						
BC	_____ AM	005-FEL FINAL ELECTRIC					01/16/2024
BC	_____ AM	006-FMC FINAL MECHANICAL					01/16/2024
JP	11:00	001-ROF ROOF UNDERLAYMENT ICE & W	20231719	2626 BURR ST	13	01/31/2024	
	Comments1: BRIAN						
JP	_____ PM	009-RFR ROUGH FRAMING	20231750	2742 BERRYWOOD LN	762		01/02/2024
	Comments1: CHRIS						
JP	_____ PM	010-REL ROUGH ELECTRICAL					01/02/2024

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____ PM	011-RMC ROUGH MECHANICAL					01/02/2024
PBF	_____ PM	012-PLR PLUMBING - ROUGH					01/02/2024
	Comments1: CWTHOMPSON@DRHORTON.COM						
GH	_____	013-INS INSULATION					01/05/2024
	Comments1: CHRIS						
ED	_____	017-EFL ENGINEERING FINAL SITE	20231758	3057 CONSTITUTION WAY	514		01/24/2024
	Comments1: OK TO TEMP WINTER CONDITIONS						
BC	_____	008-RFR ROUGH FRAMING	20231759	3059 JETER ST	577		01/03/2024
	Comments1: AUSTIN						
BC	_____	009-REL ROUGH ELECTRICAL					01/02/2024
BC	_____	010-RMC ROUGH MECHANICAL					01/03/2024
PBF	_____	011-PLR PLUMBING - ROUGH					01/03/2024
	Comments1: ASUSONG@NVRINC.COM						
BC	12:00	012-INS INSULATION					01/05/2024
	Comments1: AUSTIN						
ED	_____	016-EFL ENGINEERING FINAL SITE	20231760	3072 JETER ST	568		01/24/2024
	Comments1: OK TO TEMP WINTER CONDITIONS						
BC	09:00	005-FIN FINAL INSPECTION	20231775	301-308 MULHERN CT			01/02/2024
	Comments1: 301 & 303 MULHERN CT -- DECKS						
PBF	_____ PM	003-ESW SEWER / WATER	20231796	3338 GABRIEL DR	165		01/08/2024
	Comments1: CATHYMDCONST@GMAIL.COM 630-387-2001						
PBF	_____	004-PLU PLUMBING - UNDERSLAB					01/26/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
GH	_____ AM	003-BKF BACKFILL	20231797	3337 GABRIEL DR	172		01/03/2024
	Comments1: COMEX						
PBF	_____ PM	004-ESW SEWER / WATER					01/08/2024
	Comments1: CATHYMDCONST@GMAIL.COM 630-387-2001						
PBF	_____	005-PLU PLUMBING - UNDERSLAB					01/26/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						
PBF	_____	005-PLU PLUMBING - UNDERSLAB	20231798	3385 JONATHON DR	161		01/09/2024
	Comments1: JEFFREY.LEADER@LENNAR.COM						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____	006-GPL GREEN PLATE INSPECTION					01/16/2024
		Comments1: JEFF					
GH	_____	012-RFR ROUGH FRAMING	20231812	4459 TAMPA DR	1964		01/02/2024
		Comments1: AUSTIN					
GH	_____	013-REL ROUGH ELECTRICAL					01/02/2024
GH	_____	014-RMC ROUGH MECHANICAL					01/02/2024
PBF	_____	015-PLR PLUMBING - ROUGH					01/02/2024
		Comments1: ASUSONG@NVRINC.COM					
GH	_____ AM	016-INS INSULATION					01/05/2024
		Comments1: AUSTIN					
BC	_____ AM	001-FIN FINAL INSPECTION	20231833	3746 BISSEL DR		01/30/2024	
		Comments1: EV CHARGER					
JP	_____	037-FIN FINAL INSPECTION	20231840	TOWNHOMES OF MILL CROSSIN			01/04/2024
		Comments1: 3752 BAILEY					
JP	_____	038-FIN FINAL INSPECTION					01/04/2024
		Comments1: 3721 BAILEY					
JP	_____	039-FIN FINAL INSPECTION					01/04/2024
		Comments1: 2232 BERESFORD					
JP	_____	001-FIN FINAL INSPECTION	20231882	402 JOHNSON ST	33		01/02/2024
		Comments1: FINAL WINDOW					
GH	_____ AM	012-RFR ROUGH FRAMING	20231898	2653 GOULD CT	68		01/08/2024
		Comments1: KEN - 331-213-4809					
GH	_____ AM	013-REL ROUGH ELECTRICAL					01/08/2024
GH	_____ AM	014-RMC ROUGH MECHANICAL					01/08/2024
PBF	_____ AM	015-PLR PLUMBING - ROUGH					01/08/2024
		Comments1: KEN 331-213-4809					
GH	_____ AM	016-INS INSULATION					01/10/2024
		Comments1: KEN -- 331-213-4809					
GH	_____ AM	017-STP STOOPS					01/30/2024
		Comments1: REAR -- MW					
JP	_____	007-GPL GREEN PLATE INSPECTION	20231900	3127 JETER CT	502		01/02/2024
		Comments1: AUSTIN 8 ANCHORS MISSING, NUTS/WASHERS					
		Comments2: MISSING ON STEP DOWN WALLS					

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____ PM	008-BSM BASEMENT FLOOR					01/08/2024
	Comments1: MIDWEST 815-839-8175						
JP	_____	009-REI REINSPECTION				01/31/2024	
	Comments1: GREEN PLATE -- AUSTIN						
GH	_____	010-RFR ROUGH FRAMING	20231901	420 MONTEREY ST	2022	01/17/2024	
	Comments1: JOE E 224-575-0022						
GH	_____	011-REL ROUGH ELECTRICAL					01/17/2024
GH	_____	012-RMC ROUGH MECHANICAL					01/17/2024
PBF	_____	013-PLR PLUMBING - ROUGH					01/17/2024
	Comments1: JOE E 224-575-0022 JOEMANUE@NVRINC.COM						
JP	_____ AM	014-INS INSULATION					01/22/2024
	Comments1: JOE E 224-575-0022						
GH	_____ AM	015-REI REINSPECTION					01/19/2024
	Comments1: ROUGH FRAME -- JOE						
BC	_____ AM	001-RFR ROUGH FRAMING	20231914	610 WHITE OAK WAY	65		01/03/2024
	Comments1: BILL						
BC	_____ AM	002-RMC ROUGH MECHANICAL					01/03/2024
BC	_____ AM	003-REL ROUGH ELECTRICAL					01/03/2024
PBF	_____ AM	004-PLR PLUMBING - ROUGH					01/03/2024
	Comments1: REMODEL -- BILL 815-931-5404						
JP	_____	005-INS INSULATION					01/05/2024
	Comments1: BRADY 815-412-0046 REMODEL						
PR	_____ PM	005-PLU PLUMBING - UNDERSLAB	20231926	1105 GRACE DR	59		01/25/2024
	Comments1: TIM GREYER						
PR	_____	006-RFR ROUGH FRAMING				01/29/2024	
	Comments1: TIM						
PR	_____	007-REL ROUGH ELECTRICAL				01/29/2024	
PR	_____	008-RMC ROUGH MECHANICAL				01/29/2024	
PR	_____	009-PLR PLUMBING - ROUGH				01/29/2024	
BC	_____	010-INS INSULATION				01/31/2024	
	Comments1: LATE AM, EARLY PM -- TIM						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	009-RFR ROUGH FRAMING	20231940	2708 BERRYWOOD LN	770		01/08/2024
		Comments1: CHRIS 224-358-1606 CWTHOMPSON@DRHORTON.C					
		Comments2: OM					
BC	_____	010-REL ROUGH ELECTRICAL					01/08/2024
BC	_____	011-RMC ROUGH MECHANICAL					01/08/2024
PBF	_____	012-PLR PLUMBING - ROUGH					01/08/2024
		Comments1: CHRIS 224-358-1606 CWTHOMPSON@DRHORTON.C					
		Comments2: OM					
GH	_____	013-INS INSULATION					01/10/2024
		Comments1: CHRIS					
GH	_____ AM	014-GAR GARAGE FLOOR					01/25/2024
		Comments1: CHRIS					
GH	_____	009-RFR ROUGH FRAMING	20231941	2704 BERRYWOOD LN	771		01/25/2024
		Comments1: CHRIS					
GH	_____	010-REL ROUGH ELECTRICAL					01/25/2024
GH	_____	011-RMC ROUGH MECHANICAL					01/25/2024
PBF	_____	012-PLR PLUMBING - ROUGH					01/25/2024
		Comments1: CWTHOMPSON@DRHORTON.COM					
GH	_____ AM	013-GAR GARAGE FLOOR					01/25/2024
		Comments1: CHRIS					
GH	_____ PM	014-INS INSULATION					01/29/2024
		Comments1: CHRIS					
GH	_____ AM	008-GAR GARAGE FLOOR	20231942	2702 BERRYWOOD LN	772		01/25/2024
		Comments1: CHRIS					
JP	_____	009-RFR ROUGH FRAMING				01/31/2024	
		Comments1: CHRIS					
JP	_____	010-REL ROUGH ELECTRICAL				01/31/2024	
JP	_____	011-RMC ROUGH MECHANICAL				01/31/2024	
PBF	_____	012-PLR PLUMBING - ROUGH				01/31/2024	
		Comments1: CWTHOMPSON@DRHORTON.COM					
BC	_____ AM	004-REI REINSPECTION	20231960	906 S CARLY CIR	99		01/11/2024
		Comments1: DECK -- SEE INSPECTION REPORT					

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	005-REI REINSPECTION					01/26/2024
	Comments1: DECK -- LAURA						
JP	_____	PM 002-FOU FOUNDATION	20231991	3135 JETER CT	501		01/03/2024
	Comments1: MW						
PBF	_____	PM 003-WAT WATER					01/05/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
GH	_____	PM 004-BKF BACKFILL					01/05/2024
	Comments1: MW						
JP	_____	005-GPL GREEN PLATE INSPECTION				01/31/2024	
	Comments1: AUSTIN						
PBF	_____	006-PLU PLUMBING - UNDERSLAB	20231992	2652 GOULD CT	61		01/02/2024
	Comments1: AMEEKS@NVRINC.COM -- 331-431-7342						
JP	_____	AM 007-BSM BASEMENT FLOOR					01/03/2024
	Comments1: MW						
BC	_____	AM 008-PHD POST HOLE - DECK					01/05/2024
	Comments1: MW						
GH	_____	AM 009-GAR GARAGE FLOOR					01/08/2024
	Comments1: MDW 815-839-8175						
GH	_____	AM 010-STP STOOPS					01/08/2024
	Comments1: MDW 815-839-8175						
GH	_____	011-RFR ROUGH FRAMING					01/23/2024
	Comments1: ANDREW						
GH	_____	012-REL ROUGH ELECTRICAL					01/23/2024
GH	_____	013-RMC ROUGH MECHANICAL					01/23/2024
PBF	_____	014-PLR PLUMBING - ROUGH					01/23/2024
	Comments1: AMEEKS@NVRINC.COM						
JP	_____	AM 015-INS INSULATION				01/25/2024	
	Comments1: ANDREW						
BC	_____	005-GPL GREEN PLATE INSPECTION	20231993	3049 CONSTITUTION WAY	516		01/05/2024
PBF	_____	006-PLU PLUMBING - UNDERSLAB					01/22/2024
	Comments1: ASUSONG@NVRINC.COM						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	10:00	003-INS INSULATION	20231998	319 E ORANGE ST			01/23/2024
	Comments1: CODY 224-775-4225						
GH	_____ AM	001-FTG FOOTING	20232022	3075 JETER ST	575		01/24/2024
	Comments1: MW						
BC	_____ PM	002-FOU FOUNDATION					01/26/2024
PBF	_____ PM	003-WAT WATER				01/31/2024	
	Comments1: LATE AS POSSIBLE PLEASE - FAMILYSEWEROFF						
	Comments2: ICE@YAHOO.COM						
BC	_____	004-ELS ELECTRIC SERVICE	20232026	1030 GILLESPIE LN	230		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232027	1032 GILLESPIE LN	229		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232028	1034 GILLESPIE LN	228		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232029	1036 GILLESPIE LN	227		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232030	1038 GILLESPIE LN	226		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232031	1040 GILLESPIE LN	225		01/08/2024
GH	_____ AM	005-RFR ROUGH FRAMING					01/30/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
GH	_____ AM	006-REL ROUGH ELECTRICAL					01/30/2024
GH	_____ AM	007-RMC ROUGH MECHANICAL					01/30/2024
PBF	_____ AM	008-PLR PLUMBING - ROUGH					01/30/2024
	Comments1: ABBYPROPERTIES.LLC@GMAIL.COM						
GH	_____ AM	009-REI REINSPECTION				01/31/2024	
	Comments1: RFR -- MARCO						
GH	_____ AM	010-REI REINSPECTION				01/31/2024	
	Comments1: REL -- MARCO						
GH	_____ AM	011-REI REINSPECTION				01/31/2024	
	Comments1: RMC						
BC	_____ PM	012-INS INSULATION				01/31/2024	
	Comments1: MARCO						
BC	_____	004-ELS ELECTRIC SERVICE	20232032	1031 GILLESPIE LN	236		01/08/2024

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	004-ELS ELECTRIC SERVICE	20232033	1033 GILLESPIE LN	235		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232034	1035 GILLESPIE LN	234		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232035	1037 GILLESPIE LN	233		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232036	1039 GILLESPIE LN	232		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232037	1041 GILLESPIE LN	231		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232044	1051 GILLESPIE LN	224		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232045	1053 GILLESPIE LN	223		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232046	1055 GILLESPIE LN	222		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232047	1057 GILLESPIE LN	221		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232048	1059 GILLESPIE LN	220		01/08/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232049	1061 GILLESPIE LN	219		01/08/2024
JP	_____	001-FIN FINAL INSPECTION	20232056	222 DICKSON CT			01/18/2024
	Comments1: WINDOWS						
PBF	_____ AM	006-PLU PLUMBING - UNDERSLAB	20232057	2929 ALDEN AVE	301		01/23/2024
	Comments1: FRONT IS A TYVEK -- MARCO 630-742-5673						
PBF	_____ PM	007-REI REINSPECTION					01/29/2024
	Comments1: PM - PLUMBING UNDERGROUND REINSPECTION M						
	Comments2: ARCO 630-742-5673						
JP	14:00	005-GPL GREEN PLATE INSPECTION	20232059	392 TIMBER OAK LN	37		01/05/2024
	Comments1: JASON						
BC	_____ PM	001-RFR ROUGH FRAMING	20232115	1981 BANBURY AVE	28		01/25/2024
	Comments1: MARK						
BC	_____ PM	002-REL ROUGH ELECTRICAL					01/25/2024
BC	_____ PM	003-RMC ROUGH MECHANICAL					01/25/2024
PBF	_____ PM	004-PLR PLUMBING - ROUGH				01/25/2024	
	Comments1: MARK 630-947-6672						
JP	_____ AM	005-INS INSULATION				01/29/2024	
	Comments1: ERIC						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	PM 001-RFR ROUGH FRAMING	20232124	2392 IROQUOIS LN	31		01/23/2024
	Comments1: CAROLYN						
BC	_____	PM 002-REL ROUGH ELECTRICAL					01/23/2024
BC	_____	PM 003-RMC ROUGH MECHANICAL					01/23/2024
PBF	_____	PM 004-PLR PLUMBING - ROUGH					01/23/2024
	Comments1: BATHROOM REMODEL -- CAROLYN 630-933-9323						
JP	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20232141	391 SUTTON ST	203		01/03/2024
	Comments1: BRIAN						
BC	_____	009-ELS ELECTRIC SERVICE	20232171	4461 SARASOTA AVE	1998		01/23/2024
	Comments1: JOE						
JP	_____	AM 010-STP STOOPS				01/25/2024	
	Comments1: FRONT AND REAR -- MW						
GH	_____	011-RFR ROUGH FRAMING					01/30/2024
	Comments1: JOE						
GH	_____	012-REL ROUGH ELECTRICAL					01/30/2024
GH	_____	013-RMC ROUGH MECHANICAL					01/30/2024
PBF	_____	014-PLR PLUMBING - ROUGH				01/31/2024	
	Comments1: JOEMANUE@NVRINC.COM						
GH	_____	AM 001-FTG FOOTING	20232172	2821 ROOD ST	314		01/11/2024
	Comments1: CHRIS						
BC	11:30	002-FOU FOUNDATION					01/25/2024
	Comments1: COX						
BC	_____	001-FIN FINAL INSPECTION	20232182	607 CENTER PKWY	3		01/11/2024
	Comments1: SIGNS!!! -- VINCE						
BF	_____	AM 001-FIN FINAL INSPECTION	20232195	1638 SIENNA DR	56		01/02/2024
	Comments1: SOLAR RYAN 815-302-2649						
BF	_____	AM 002-FEL FINAL ELECTRIC					01/02/2024
BC	_____	004-ELS ELECTRIC SERVICE	20232208	1110 GILLESPIE LN	319	01/08/2024	
GH	_____	AM 001-FTG FOOTING	20232244	3377 JONATHAN DR	162	01/31/2024	
	Comments1: COMEX						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	AM 001-FTG FOOTING	20232245	3387 JONATHAN DR	160	01/31/2024	
	Comments1: COMEX						
GH	_____	AM 001-FTG FOOTING	20232246	3378 GARBIEL DR	167		01/26/2024
	Comments1: COMEX						
BC	_____	PM 002-FOU FOUNDATION				01/30/2024	
	Comments1: COMEX						
GH	_____	AM 001-FTG FOOTING	20232247	3393 JONATHAN DR	159		01/26/2024
	Comments1: COMEX						
GH	_____	AM 002-FOU FOUNDATION					01/29/2024
	Comments1: COMEX						
JP	_____	AM 001-FTG FOOTING	20232267	3081 JETER ST	574	01/31/2024	
	Comments1: MW						
GH	_____	AM 001-FTG FOOTING	20232277	287 ANDREW DR	196		01/04/2024
	Comments1: COMEX						
GH	_____	AM 002-FOU FOUNDATION					01/08/2024
	Comments1: COMEX 847-551-9066						
JP	_____	003-BKF BACKFILL					01/18/2024
	Comments1: COMEX 847-551-9066 PASSED WITH PHOTOS SN						
	Comments2: OW COVERED						
GH	_____	AM 001-FTG FOOTING	20232278	297 ANDREW DR	197		01/04/2024
	Comments1: COMEX						
GH	_____	AM 002-FOU FOUNDATION					01/08/2024
	Comments1: COMEX 847-551-9066						
JP	_____	AM 003-BKF BACKFILL					01/18/2024
	Comments1: PASSED WITH PHOTOS , SNOW COVERED						
JP	_____	001-FIN FINAL INSPECTION	20232285	407 W KENDALL DR			01/11/2024
	Comments1: WINDOWS/ENTIRE APT BUILDING -- JENNY 630						
	Comments2: -553-0111						
JP	_____	002-FIN FINAL INSPECTION					01/18/2024
	Comments1: WINDOWS						
GH	_____	PM 002-FOU FOUNDATION	20232297	551 BISCAYNE CT	2010		01/02/2024
	Comments1: MW						
PBF	_____	PM 003-ESW SEWER / WATER					01/05/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	PM 004-BKF BACKFILL					01/05/2024
	Comments1: MW						
PBF	_____	PM 005-REI REINSPECTION					01/10/2024
	Comments1: SEWER & WATER -- FAMILYSEWEROFFICE@YAHOO						
	Comments2: .COM						
BC	_____	007-ELS ELECTRIC SERVICE					01/23/2024
	Comments1: JOE						
JP	_____	008-GPL GREEN PLATE INSPECTION					01/24/2024
	Comments1: JOE E 224-575-0022						
JP	11:30	001-ROF ROOF UNDERLAYMENT ICE & W	20232307	2732 PHELPS CT	271		01/05/2024
	Comments1: BRIAN						
BF	_____	AM 001-FIN FINAL INSPECTION	20232321	2845 OLD GLORY DR	238		01/03/2024
	Comments1: SOLAR -- KEVIN 847-338-8201						
BF	_____	AM 002-FEL FINAL ELECTRIC					01/03/2024
JP	11:30	PM 001-PHF POST HOLE - FENCE	20232322	2868 ALDEN AVE	328	01/31/2024	
	Comments1: ANDRE 630-806-6625						
JP	_____	AM 001-PHF POST HOLE - FENCE	20232330	3128 JETER CT	499		01/04/2024
	Comments1: CLASSIC						
BC	_____	AM 001-FIN FINAL INSPECTION	20232331	575 KELLY AVE	5		01/04/2024
	Comments1: CORY 630-688-0722						
BF	_____	AM 001-FIN FINAL INSPECTION	20232334	2437 ALAN DALE LN	129	01/17/2024	
	Comments1: SOLAR -- ADRIAN 319-541-8880, PLEASE CAL						
	Comments2: L WITH TIME						
BF	_____	AM 002-FEL FINAL ELECTRIC				01/17/2024	
BF	_____	PM 003-FIN FINAL INSPECTION				01/31/2024	
	Comments1: JESUS 773-750-3117 INFO@SOLARROOFENERGY.						
	Comments2: COM						
BF	_____	PM 004-FEL FINAL ELECTRIC				01/31/2024	
	Comments1: ESUS 773-750-3117 INFO@SOLARROOFENERGY.C						
	Comments2: OM						
JP	14:30	001-ROF ROOF UNDERLAYMENT ICE & W	20232339	345 WINDETT RIDGE RD	47	01/31/2024	
JP	_____	002-FIN FINAL INSPECTION	20232340	411 E SOMONAUK ST	6		01/02/2024
	Comments1: FENCE -- ROBERT						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
GH	_____	AM 001-FTG FOOTING	20232343	366 BISCAYNE LN	1979		01/09/2024
	Comments1: MW						
BC	_____	PM 002-FOU FOUNDATION					01/10/2024
	Comments1: MW						
GH	_____	PM 003-BKF BACKFILL					01/18/2024
	Comments1: MW						
PBF	_____	AM 004-ESW SEWER / WATER					01/25/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
BC	_____	005-GPL GREEN PLATE INSPECTION				01/31/2024	
	Comments1: JOE						
GH	_____	AM 001-FOU FOUNDATION	20232344	4441 SARASOTA AVE	1995		01/04/2024
	Comments1: MW						
JP	_____	PM 002-BKF BACKFILL					01/09/2024
	Comments1: MW						
PBF	_____	PM 003-ESW SEWER / WATER					01/10/2024
	Comments1: FAMILYSEWEROFFICE@YAHOO.COM						
BC	_____	004-ELS ELECTRIC SERVICE					01/23/2024
	Comments1: JOE						
JP	_____	005-GPL GREEN PLATE INSPECTION				01/30/2024	
	Comments1: JOE						
GH	_____	PM 001-FTG FOOTING	20232346	371 BISCAYNE LN	1984		01/22/2024
	Comments1: JOE						
JP	_____	AM 002-FOU FOUNDATION					01/24/2024
	Comments1: MW						
PBF	_____	PM 003-ESW SEWER / WATER				01/31/2024	
	Comments1: AS LATE AS POSSIBLE PLEASE -- FAMILYSEWE						
	Comments2: ROFFICE@YAHOO.COM						
GH	12:00	001-ROF ROOF UNDERLAYMENT ICE & W	20232352	318 E WASHINGTON ST			01/08/2024
	Comments1: RONNIE ALCOR 773-647-0299						
BF	_____	AM 001-FIN FINAL INSPECTION	20232378	3163 MATLOCK DR	658		01/29/2024
	Comments1: SOLAR -- PLEASE RODNEY 708-269-1690 WITH						
	Comments2: TIME						
BF	_____	AM 002-FEL FINAL ELECTRIC					01/29/2024
	Comments1: COLLECT REI FEE BEFORE REINSPECTION						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
JP	_____	001-FIN FINAL INSPECTION	20232381	955 HAMPTON LN	137	01/29/2024	
	Comments1: MARK						
GH	_____ AM	001-FTG FOOTING	20232387	2761 ROYAL OAK CT	106		01/29/2024
	Comments1: MW						
BC	_____ AM	002-FOU FOUNDATION				01/31/2024	
	Comments1: MW						
BC	_____ PM	001-REI REINSPECTION	20232391	2553 LYMAN LOOP	29		01/09/2024
	Comments1: BASEMENT FINISH ROUGHS EDDIE 513-886-139						
	Comments2: 7						
BC	_____	002-RFR ROUGH FRAMING					01/05/2024
	Comments1: NEED FIRE BLOCKING						
PBF	_____ AM	003-PLR PLUMBING - ROUGH					01/10/2024
	Comments1: BASEMENT -- EDDIE 513-886-1397						
BC	_____	004-INS INSULATION					01/09/2024
BC	10:00	001-RFR ROUGH FRAMING	20232392	2678 PATRIOT CT	222		01/26/2024
	Comments1: BRITT						
BC	10:00	002-REL ROUGH ELECTRICAL					01/26/2024
BC	10:00	003-RMC ROUGH MECHANICAL					01/26/2024
BC	_____	004-INS INSULATION					01/26/2024
GH	11:00	001-PHF POST HOLE - FENCE	20240002	462 TIMBER OAK LN	39		01/08/2024
	Comments1: AMERICA'S BKYD COURTNEY 815-834-1200						
PR	_____ PM	001-PLR PLUMBING - ROUGH	20240013	1488 CRIMSON LN			01/26/2024
	Comments1: REMODEL -- DEREK 309-258-3834						
BC	_____ AM	001-FTG FOOTING	20240019	2656 GOULD CT	63	01/30/2024	
	Comments1: LATE AM -- CLEAN EDGE						
BC	_____ PM	001-FIN FINAL INSPECTION	20240044	791 ERICA LN		01/30/2024	
	Comments1: WATER HEATER -- 414-526-7979						

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE

PERMIT TYPE SUMMARY:

ADD	ADDITION	1
ANT	ANTENNA / TOWER	1
BSM	BASEMENT REMODEL	11
COM	COMMERCIAL BUILDING	2
DCK	DECK	3
ESN	ELECTRIC SIGN	1
EVS	ELECTRIC VEHICLE CHARGING STAT	1
FNC	FENCE	4
FOU	FOUNDATION	2
REM	REMODEL	20
ROF	ROOFING	8
SFA	SINGLE-FAMILY ATTACHED	73
SFD	SINGLE-FAMILY DETACHED	258
SGN	SIGN	4
SHD	SHED/ACCESSORY BUILDING	1
SID	SIDING	1
SOL	SOLAR PANELS	11
WHR	WATER HEATER REPLACEMENT	1
WIN	WINDOW REPLACEMENT	5

INSPECTION SUMMARY:

ABC	ABOVE CEILING	1
BG	BASEMENT AND GARAGE FLOOR	1
BKF	BACKFILL	7
BSM	BASEMENT FLOOR	6
EFL	ENGINEERING FINAL SITE	18
ELS	ELECTRIC SERVICE	29
ESW	SEWER / WATER	6
FEL	FINAL ELECTRIC	22
FIN	FINAL INSPECTION	42
FMC	FINAL MECHANICAL	17
FOU	FOUNDATION	12
FTG	FOOTING	13
GAR	GARAGE FLOOR	6
GPL	GREEN PLATE INSPECTION	9
INS	INSULATION	26
PHD	POST HOLE - DECK	1
PHF	POST HOLE - FENCE	3
PLF	PLUMBING - FINAL OSR READY	16
PLR	PLUMBING - ROUGH	29
PLU	PLUMBING - UNDERSLAB	11
PPS	PRE-POUR, SLAB ON GRADE	2
REI	REINSPECTION	30
REL	ROUGH ELECTRICAL	28
RFR	ROUGH FRAMING	29
RMC	ROUGH MECHANICAL	29
ROF	ROOF UNDERLAYMENT ICE & WATER	5
STP	STOOPS	8

INSPECTIONS SCHEDULED FROM 01/01/2024 TO 01/31/2024

INSPECTOR TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
	WAT WATER		2			

INSPECTOR SUMMARY:

BC	BOB CREADEUR	101
BF	B&F INSPECTOR CODE SERVICE	24
ED	ERIC DHUSE	9
GH	GINA HASTINGS	131
JB	JON BAUER	6
JP	JOHN PETRAGALLO	66
PBF	PLUMBER	61
PR	PETER RATOS	10

STATUS SUMMARY:

C	BC	2
C	JP	9
C	PR	1
I	BC	99
I	BF	24
I	ED	6
I	GH	98
I	JP	51
I	PBF	51
I	PR	8
T	ED	3
T	GH	33
T	JB	6
T	JP	6
T	PBF	10
T	PR	1

REPORT SUMMARY: 408

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	■
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #3

Tracking Number

EDC 2024-16

Agenda Item Summary Memo

Title: Property Maintenance Report for January 2024

Meeting and Date: Economic Development Committee – March 5, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: Pete Ratos (Name) Community Development (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
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Memorandum

To: Economic Development Committee
From: Pete Ratos, Code Official
CC: Bart Olson, Krysti Barksdale-Noble, Jori Behland
Date January 29, 2024
Subject: January Property Maintenance

Property Maintenance Report January 2024

There was 1 case heard in January 2024

01/17/2024

N 6329	Gillespie Ln	Damage to or tampering	Liable $75

Case Report

01/01/2024 - 01/31/2024

Case #	Case Date	ADDRESS OF COMPLAINT	TYPE OF VIOLATION	STATUS	VIOLATION LETTER SENT	FOLLOW UP STATUS	CITATION ISSUED	DATE OF HEARING	POSTED	FINDINGS	PUBLIC WORKS TO MOW
20240007	1/29/2024	BASELINE &	SNIPE SIGNS								
20240006	1/26/2024	Rt 47/Corneils	Snipe Signs	IN VIOLATION			1/29/2024	3/18/2024			
20240005	1/24/2024	3700 Blk Bissell	Garbage	IN VIOLATION							
20240004	1/11/2024	02-33-154-018	Junk	IN VIOLATION							
20240003	1/11/2024	206 Heustis	Fencing Standards/Junk	IN VIOLATION							
20240002	1/4/2024	700 Blk Game	Littering	CLOSED							
20240001	1/3/2024	664 W Veterans Pkwy Unit F	Unsafe Conditions - Occupancy	IN VIOLATION			12/23/2023	2/5/2024			

Total Records: 7

2/1/2024

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Community Development	☐
Purchasing	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #4

Tracking Number

EDC 2024-17

Agenda Item Summary Memo

Title: Economic Development Report for February 2024

Meeting and Date: Economic Development Committee – March 5, 2024

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Informational

Council Action Requested: None

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
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651 Prairie Pointe Drive • Yorkville, Illinois • 60560
Phone 630-209-7151

Monthly Report – March 2024 EDC Meeting of the United City of Yorkville

February 2024 Activity New Development:

- **Hampton Inn Yorkville - 310 E. Countryside Parkway -** Owner **Niten Patel** is proud to announce the complete renovation of the hotel interior. This includes all new furniture, fixtures, flooring, tile, paint and wallpaper in all rooms and also in the lobby, breakfast area, and meeting room. This renovation will be complete in approximately two months.

February 2024 Previously Reported Updates:

- **Summers Plumbing Heating & Cooling – 724 E Veterans Parkway – The Heartland Center**: Yorkville High School graduate class of 1995 **Dave Vick** is very happy to be relocating and expanding to this new building that is under construction. Summers offers residential plumbing, heating and air conditioning services. They have 12 locations in the Midwest. It is an employee owned business. They will occupy 3,600 square feet of the 7,200 square feet. They are hoping to be in this location by late spring 2024.
- **Infinity Designs Beauty Bar - 200 Hillcrest Ave –** Owner **Jennifer Snyder** can't wait to meet all of her new clients in this new location in Yorkville. They have other locations in Minooka and Sandwich. Infinity Design offer facials, waxing, bow tints, brow lamination, skin tightening, body sculpting, permanent makeup and permanent jewelry. Jen is known for specializing in Nano brows. This service offers the looks of microblading with many more benefits. Infinity Designs opened in February 16, 2024.
- **Images Med Spa – 942 N. Bridge Street – Walnut Plaza Center**: **Jeff Glazer** and his team opened their 7th Chicagoland location in Yorkville. Images Med Spa is largest provider of Botox in the State of Illinois. They are a full-service med spa with focus on skin and body services. They opened on February 12th. They will also be hosting a ribbon cutting in March 7th from 4:30PM to 8AM. You can learn more by visiting their website https://imagesmedspa.com
- **iBoba "The Bubble Shop" – 928 N Bridge Street – Walnut Plaza Center**: **Smeed Khan** and his partners are very excited to bring this popular boba tea drink shop to Yorkville. It is their fourth location in Chicagoland. Their passion for crafting exceptional bubble tea is also matched by their dedication to their customers. They source top-notch ingredients, and serve up an array of flavors to satisfy all cravings. They plan to be open in beginning of April 2024. You can learn more by visiting their website https://www.ibobausa.com
- **Association for Individual Development (AID) - 101 Saravanos Drive – Stagecoach Crossing**: AID has purchased a bigger building in Yorkville, and are moving all of their services to the new location in Stagecoach Crossing. The organization has outgrown their existing building, which is located at 708 N. Bridge Street. The new location was formerly the Morris Hospital Yorkville campus. There are some minor adjustments which be made to the new location, and it should be fully operational in March 2024. AID will be adding child and adolescent services in the new location.
- **Children's Courtyard – 708 E Veterans Parkway – Heartland Center:** Children's Courtyard is owned by the Learning Care Group, which is the second largest early education and childcare operator in the US. They have a total of 11 childcare center brands. Yorkville will be a Children's Courtyard, which specializes in offering an active learning experience. This building was formerly, The Heartland School. The new school will create 30 new jobs and serve approximately 170 students. The building will undergo a complete interior renovation, adding state of the art equipment, and upgrading of the playground. It will be open in the fall of 2024. You can learn more by visiting their website https://www.childrenscourtyard.com
- **Zoomies – 1581 Sycamore – Fox Hill Center: Lynn Beattie** is opening a doggie daycare, with light grooming such as nail trims and ear cleaning. Lynn is leasing a total of 3 units which make up 4,500 square feet in the center. One of the units, has NEVER been occupied. That specific unit will also become an area for boarding for dogs. Lynn has always loved dogs, and has 3 dogs of her own. She is passionate about creating a loving environment for dogs to thrive whether in daycare or overnight boarding. Business opened for doggie daycare on Wednesday, December 27th. Lynn is hopeful that the second phase (boarding) will be open in March 2024.
- **Station One Smokehouse – 524 E. Kendall – Kendall Crossing:** Family-owned, family-friendly, central Texas-style barbecue restaurant will open at Kendall Crossing. Construction is well underway. There are two additions that are being built onto the building, at this time. The 700 square foot east addition, is being built to house the smokers for the business. The 1,500 square foot west addition, and will become a "three seasons room" for customer seating. The opening took place on February 23, 2024. Learn more about award winning Station One Smokehouse at www.stationonesmokehouse.com
- **QuikTrip – Located at the northeast corner of Routes 47 and 71:** This is the new developer/business who has this property under contract. While the property has been rezoned to B3. The site plan, and "special use" has been approved. QuikTrip is new to Illinois, but NOT a new company. It is a privately held company that was founded in 1958 and is based in Tulsa, Oklahoma. QuikTrip has grown to more than an $11 billion company, with more than 900 stores in 14 states. They have over 24,000 employees nationwide. Opening of Yorkville's QuikTrip is slotted for spring 2025.
- **Automotive Mechanic Shop – Lot 1 Fountain Village: Eleno Silva**, the owner of Martini Banquets, has purchased the lot immediately south of Ground Effects on Route 47. He has begun construction of a new single tenant 5,800 square foot building that will be the home to an auto mechanic shop. The name of the business will be disclosed at a late time. Construction is almost completed, and the business will open in Spring 2024.
- **Gerber Collison & Glass - 1203 N. Bridge Street:** Gerber has submitted necessary plans and has applied for the building permits. They have also demolished the existing building, and will build an entirely new facility. It will take approximately 10 months to complete the project. Opening is planned for early 2025. **Special thank you to "Gerber" for working with both BKFD (fire), and the Kendall County SRT Team (police). Both have been able to utilized the building prior to demo, for training.**
- **Continue working with a variety of other potential business owners.** There are a variety of parties doing due diligence on space to lease and buildings and land to purchase. Information will be forthcoming.

Respectfully submitted,

Lynn Dubajic Kellogg
651 Prairie Pointe Drive
Yorkville, IL 60560
lynn@dlkllc.com
630-209-7151 cell

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	■
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #5

Tracking Number

EDC 2024-18

Agenda Item Summary Memo

Title: PZC 2024-06 Unified Development Ordinance – Text Amendment for Solar Farms

Meeting and Date: Economic Development Committee – March 5, 2024

Synopsis: Text Amendment to Unified Development Ordinance regarding solar farms.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble, AICP (Name) Community Development (Department)

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php

Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Sara Mendez, Planner I
Bart Olson, City Administrator
Date: February 16, 2024
Subject: **PZC 2024-06** Alternative Energy Use Standards – Text Amendment
Solar Farm Regulations

Summary

A request to amend Section 10-4-13. Alternative Energy Use Standards in the Unified Development Ordinance regarding commercial scale solar farm facilities. The proposed amendments provide additional regulations requiring a minimum distance of one-thousand feet (1,000') from the nearest solar array to a major corridor and the Fox River. Additionally, staff proposes minor text amendments related to typographical errors, clarification regarding solar glare, proof of utility service provider, and easement requirements.

Background

After feedback from the Economic Development Committee (EDC) in September 2023 regarding a petition for a solar farm development along IL Route 47, staff requested further discussion on polices, guidelines, or preferences for locations of solar developments in the City to provide direction when future petitioners approach the City with large-scale solar projects. To assist with the discussion by the Economic Development Committee regarding potential policies and guidelines for appropriate site location of solar farms, staff researched planning advisory articles (see attached) with recommended parameters for large-scale solar facilities. Some of those recommendations included:

1) **Maximum acreage or density** (e.g., not more than two facilities within a two-mile radius) to mitigate the impacts related to the scale of these facilities.
2) **Location outside of growth areas** or a specified distance from an identified zoning district, certain land use, or growth area (e.g., Solar Farm must be setback 1,500 feet from a major arterial roadway as identified in the Comprehensive Plan; may not be located within 1,000 feet of an existing residential structure or zoned district; or not within 800 feet from an existing commercial zoning or land use).
3) **Avoidance of or minimization of impact to the viewshed** of any scenic, cultural, or recreational resources (i.e., large solar facilities may not be seen from surrounding points that are in line-of-sight with a resource location). Major Yorkville scenic, cultural, or recreational resources may include the Fox River and the Raging Waves waterpark.

Upon review and additional feedback provided in January 2024, the Economic Development Committee recommended the City consider amending the Alternative Energy Use Standards regarding solar farms in the Unified Development Ordinance (UDO) to regulate the following:

- Minimum Distance of 1,000 feet from nearest solar arrays to major roadways
- Minimum Distance of 1,000 feet from nearest solar arrays to the Fox River
- Maximum Number of five (5) solar farms permitted within the city

It is important to note that upon review of the EDC's recommendations, the City Attorney has opined that while she has not been able to find any court decision or statute applicable to municipalities capping the number of solar farms in their communities, she does feel that such a restriction would be problematic due to the broadness of the regulation without a solid justification that couldn't apply to any other land use. Therefore, staff recommends not including a cap on solar farm developments but allow the other proposed regulations to control the development of such uses.

Approved & Proposed Solar Farms

The attached map and following table illustrate the nine (9) solar farm projects that were either approved, previously applied but withdrawn, currently applied, or have inquired if the site is acceptable to the city for development:

Project Name	Parcel Number(s)	Zoning	Development Name	Year	Application Status	Nearest Solar Array to Roadway
GRNE Solar	02-29-100-006	O OFFICE	Kendall Co. Campus	2018	Approved	~900 ft. to US 34
BAP Power	05-03-300-029	B-3 GENERAL BUSINESS	Windmill Farms PUD	2018	Withdrawn	N/A
New Leaf Energy	02-18-400-002 02-17-300-002	A-1 AGRICULTURAL	N/A (Annexed)	2022	Approved	~4,600 ft. to Eldamain Road ~183 ft. to Beecher Road*
Bristol Ridge Solar 105	02-15-126-004	A-1 AGRICULTURAL	Bristol Ridge PUD	2023	Approved	~1,000 ft.to Cannonball Trail
Bristol Ridge Solar 106	02-10-300-017	R-2 SINGLE-FAMILY, R-3 MULTI-FAMILY ATTACHED	Bristol Ridge PUD	2023	Withdrawn	N/A
Lanceleaf Solar	02-04-100-006	B-3 GENERAL BUSINESS	Bailey Meadows PUD	2023	Applied	~150 ft. to IL 47
Yorkville Renewables	02-08-200-030	B-3 GENERAL BUSINESS	Westbury East Village PUD	2023	Applied	~1,100 ft. to IL 47 ~1,500 ft. to Galena Road
New Leaf Energy (Ament Road)	05-16-300-006 05-17-400-005	N/A	N/A (Unincorporated)	2023	Inquiry	N/A
Corneils Solar	02-08-300-011 02-08-300-012 02-08-300-008	N/A	N/A (Unincorporated)	2024	Applied	~1,700 ft. to Corneils Road*

**Roadway not considered a major roadway as identified in Table 7.1: Existing Roadway and Rail Network in the Yorkville 2016 Comprehensive Plan Update.*

Based upon the three (3) approved and three (3) applied for applications for solar farm developments, all but two (2) would meet the proposed minimum 1,000-foot distance to a major roadway. All are well over 1,000 feet from the Fox River.

Proposed Text Amendments

In consideration of the direction provided by the Economic Development Committee and a written opinion by the City Attorney, staff is proposing to amend Section 10-4-13. Alternative Energy Use Standards in the Unified Development Ordinance (UDO) related to solar farms. We are also proposing to make additional minor text amendments within this section of the UDO to correct typographical/grammatical errors, clarification regarding solar glare, requiring proof of utility service provider, and blanket easement requirements. The following is a summary of the proposed amendments:

1. Section 10-4-13.A.2 **Use**. ~~Alternative energy systems~~ Solar and Wind Farms shall be an accessory to the principal permitted use of a site.
    a. Staff proposes to amend this section by removing "Alternative energy systems" and replace it with "Solar and Wind Farms" to clarify that only commercial scale solar or wind

farms are required to be an accessory to the principal permitted use since individual freestanding solar and freestanding wind systems are permitted as principal uses in Section 10-4-13.E and 10-4-13.I of the Unified Development Ordinance.

2. Section 10-4-13.B.4.a. Evidence shall be provided that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator.
    a. Staff proposes to add this clause to ensure the proposed solar fam location has already been submitted for review by the local electric utility provider and thereby a viable location.
3. Section 10-4-13.B.8.c. Buffer Areas: one thousand (1,000) feet from the nearest solar array to roadway networks, as defined in Figure 7.1: Existing Roadway and Rail Network of the 2016 United City of Yorkville Comprehensive Plan Update.
    a. Staff proposes to add buffer requirements between solar arrays and major roadways, as proposed by the Economic Development Committee.
4. Section 10-4-13.B.8.d. Fox River: one thousand (1,000) feet from the nearest solar array to the edge of the bank of the Fox River.
    a. Staff proposes to add buffer requirements between solar arrays and the Fox River, as proposed by the Economic Development Committee.
5. Section 10-4-13.B.10. Outdoor Storage. Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the ~~wind~~ solar farm shall be allowed except for outdoor storage that is expressly allowed in the zoning district specified elsewhere in this title.
    a. Staff proposes to remove "wind" and replace with "solar" as this section of the Unified Development Ordinance specifically refers to solar farms.
6. Section 10-4-13.B.13. Solar Glare: Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties or roadways.
    a. Staff proposes to add language related to solar glare to this section of the Unified Development Ordinance specific to solar farms. Similar language is included for freestanding solar energy systems in Sections 10-4-13.D.3 and 10-4-13.E.3 with the Unified Development Ordinance. Staff believes the exclusion of this proposed language was an inadvertent oversight.
7. Section 10-4-13.B.14. Easement: A blanket easement, or other authorized means of access as determined by the City Attorney, shall be provided over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.
    a. Staff proposes to add language requiring applicants seeking solar farms to provide an easement allowing City staff or its contractor to enter on the property and remove the arrays and equipment should the system be abandoned. This language has been required in all solar farm developments as a condition of the special use but should be codified.

Staff Comments

Staff is supportive of the proposed text amendments to the Alternative Energy Use Standards in the Unified Development Ordinance as it provides further clarification of preferred locations for commercial scale solar farm developments and decreases the potential impact of such projects from scenic viewpoints and significant environmental features. This text amendment request is scheduled for a public

hearing before the Planning and Zoning Commission on March 13, 2024. Staff will be available at Tuesday night's meeting to discuss this matter in greater detail.

Attachments

1. Draft Approving Ordinance
2. Proposed redlined amendments to Section 10-4-13 Alternative Energy Use Standards in the Unified Development Ordinance
3. Written Opinion by the City Attorney regarding solar farm regulation, prepared by Kathleen Field Orr dated February 19, 2024.
4. Yorkville Solar Farm Projects – Buffer Map
5. Yorkville Solar Farm Projects – ComEd Distribution Electric Lines
6. Figure 7.1: Existing Roadway and Rail Network of the 2016 United City of Yorkville Comprehensive Plan Update.
7. American Planning Association Planning Advisory Service (PAS) Memo titled "*Planning for Utility-Scale Solar Energy Facilities*" dated September/October 2019.
8. Public Hearing Notice

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO THE YORKVILLE UNIFIED DEVELOPMENT ORDINANCE REGARDING ALTERNATIVE ENERGY USE STANDARDS (SOLAR FARMS)

WHEREAS, the United City of Yorkville (the "*City*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to Section 10-8-11 of the United City of Yorkville Unified Development Ordinance ("UDO") the City may initiate amendments to the Zoning Ordinance; and,

WHEREAS, the City filed a request seeking an amendment to the UDO to provide regulations requiring a minimum distance of one-thousand feet (1,000') from the nearest solar array to a major corridor or the Fox River. In addition, the City seeks to make minor amendments related to typographical errors, clarification regarding solar glare, proof of utility service provider, and easement requirements; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on March 13, 2024, to consider the request and adopted Findings of Fact with recommendations to the City Council to approve the requested text amendment.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. That the above recitals are hereby incorporated and made a part of this Ordinance.

Section 2. That a Section 10-19-4-F of the United City of Yorkville Unified Development Ordinance is hereby amended attached hereto and made a part hereof as *Exhibit A*.

Section 3. This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

CITY CLERK

KEN KOCH	_____	DAN TRANSIER	_____
ARDEN JOE PLOCHER	_____	CRAIG SOLING	_____
CHRIS FUNKHOUSER	_____	MATT MAREK	_____
SEAVER TARULIS	_____	RUSTY CORNEILS	_____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2024.

_____

MAYOR

10-4-13. Alternative Energy Use Standards

A. **General Requirements for all Alternative Energy Uses**.

1. **Applicability**. The provisions of this Section are to establish zoning parameters by which solar and wind energy systems may be installed in the City. Additional renewable energy solutions not mentioned herein may be authorized subject to compliance with the applicable codes and standards of the City.

2. **Use**. ~~Alternative energy systems~~ Solar and Wind Farms shall be an accessory to the principal permitted use of a site.

3. **Abandoned Systems**. All alternative energy systems inactive or inoperable for twelve (12) continuous months shall be deemed abandoned. If the system is deemed abandoned, the owner is required to repair or remove the system from the property at the owner's expense within ninety (90) days after notice from the City. If the owner does not comply with said notice, the Building Code Official shall enforce this as a violation of the Yorkville Zoning Ordinance.

4. **Signage**. No attention getting device is permitted on any alternative energy system. One (1) sign shall be permitted to indicate the emergency contact information of the property owner or operator. Said sign shall not exceed two (2) square feet in size. Graphics, colors, corporate logos, and text on wind energy systems located within business or manufacturing zoned properties are permitted, subject to the discretion of the City Council.

5. **Safety**. All wind energy systems shall be equipped with manual and/or automatic controls and mechanical brakes to limit rotation of blades to prevent uncontrolled rotation.

6. **Lighting**. Alternative energy systems shall not be illuminated, except as required by the FAA or those used in commercial applications such as streetlights.

7. **Shadow Flicker**. No habitable portion of an existing adjacent structure shall be subject to shadow flicker from a wind turbine. Shadow flicker onto an adjacent roof and/or exterior wall which does not contain any windows, doors, and like openings shall be acceptable. If shadow flicker occurs, the operation of the wind turbine shall cease during those times which cause the shadow flicker.

8. **Screening**. There shall be no required mechanical screening for alternative energy systems.

9. **Design**. Wind energy systems and associated tower shall be a nonreflective color. The City Council may impose such conditions as are necessary to eliminate, if at all possible, any adverse effects such system may have on surrounding properties.

10. **Compliance**. Wind energy systems shall meet or exceed current standards of the international building code and Federal Aviation Administration (FAA) requirements, any other agency of the state or federal government with the authority to regulate wind energy systems, and all City codes.

11. **Building Code/Safety Standards**. Any owner or operator of an alternative energy system shall maintain said system in compliance with the standards contained in the current and applicable state or local building codes and any applicable standards for said energy systems that are published by the International Building Code, as amended from time to time. If, upon inspection, the United City of Yorkville concludes that an alternative energy system fails to comply with such codes and standards and constitutes a danger to persons or property, the City Code Official shall require immediate removal of the system at the owner's expense.

B. **Solar Farm**.

1. No solar farm shall be erected on any lot less than three (3) acres in size.

2. A solar farm use may occupy up to eight-five (85) percent of a given parcel in the M-1 or M-2 District or up to eighty (80) percent of a given parcel in any other District.

3. A certified professional engineer shall certify that the foundation and design on the solar panels are within accepted professional standards, given local soil and climate conditions.

4. Power and communication lines running between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground.

   a. Evidence shall be provided that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator.

~~4.~~5. Off-street parking provided on site shall be paved. Gravel or other unpaved materials shall be prohibited.

~~5.~~6. Systems, equipment, and structures shall not exceed thirty feet (30) in height when ground mounted.

~~6.~~7. Groundcover as specified in Section 10-5-3(A)(7) shall be provided beneath all solar panels.

~~7.~~8. Ground mounted solar energy collection systems as part of a solar farm shall have a minimum setback for all equipment, excluding fences, of:

   a. *Front and Corner Yards*: one hundred (100) feet,

   b. *Side and Rear Yards*: fifty (50) feet from nonresidential property lines and one hundred (100) feet from residential property lines.

   c. *Buffer Areas: one thousand (1,000) feet from the nearest solar array to roadway networks, as defined in Figure 7.1: Existing Roadway and Rail Network of the 2016 United City of Yorkville Comprehensive Plan Update.*

   ~~b.~~d. *Fox River: one thousand (1,000) feet from the nearest solar array to the edge of the bank of the Fox River.*

~~8.~~9. Systems, equipment, and structures shall be fully enclosed and secured by a fence or wall with a height of eight (8) feet. Knox boxes and keys shall be provided at locked entrances for emergency personnel access.

   a. **Warnings.**

      (1) Warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm in locations determined necessary by the Zoning Officer.

      (2) The signs shall be less than four (4) square feet and made with letters and numbers at least three (3) inches in height and shall include the 911 address and an emergency phone number of the operator which shall be answered twenty-four (24) hours a day by a live operator. A nonemergency phone number for the operator shall also be displayed.

~~9.~~10. **Outdoor Storage.** Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the ~~wind~~ solar farm shall be allowed except for outdoor storage that is expressly allowed in the zoning district specified elsewhere in this title.

~~10.~~11. **Materials Handling, Storage, and Disposal.**

   a. All solid wastes related to the construction, operation, and maintenance of the solar farm shall be removed from the site promptly and disposed of in accordance with all federal, state, and local laws.

b. A list of hazardous fluids that may be used on site shall be provided. All hazardous materials related to the construction, operation, and maintenance of the solar farm shall be handled, stored, transported, and disposed of in accordance with all applicable local, state, and federal laws.

~~11.~~12. **Decommissioning Plan.** Prior to receiving approval, the applicant shall submit a decommissioning plan to ensure that the solar farm project is properly decommissioned, which shall include:

a. Provisions describing the triggering events for decommissioning the solar farm project. Any nonfunctioning solar panel/array of the project shall be decommissioned within thirty (30) days unless the operator has shown to the Zoning Administrator that it is diligently repairing such solar panel/array or component.

b. Procedures for the removal of structures, debris, and cabling, including those below the soil surface,

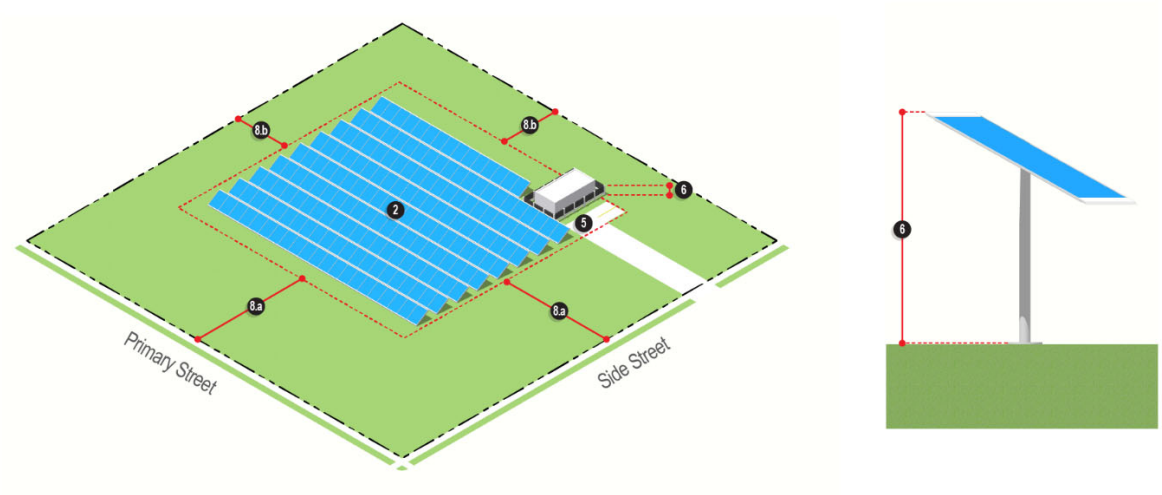
c. Provisions for the restoration of the natural soil and vegetation,

d. An estimate of the decommissioning costs certified by a professional engineer, to be updated every three (3) years or as determined necessary by the Zoning Administrator. The Zoning Administrator may request an independent third-party verification of the decommissioning costs at any time. The costs for this verification shall be reimbursed by the applicant and/or operator.

e. Financial assurance, secured by the owner or operator, for the purpose of performing the decommissioning, in an amount equal to one-hundred and twenty (120) percent of the professional engineer's certified estimate of the decommissioning cost.

f. A provision that the terms of the decommissioning plan shall be binding upon the owner or operator and any of his successors, assigns, or heirs.

Figure 4.4. Solar Farm Standards



13. Solar Glare: Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties or roadways.

14. Easement: A blanket easement, or other authorized means of access as determined by the City Attorney, shall be provided over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.

From: Kathleen Field Orr
To: Krysti Barksdale-Noble
Cc: Bart Olson
Subject: Limitation of Additional Solar Farms
Date: Monday, February 19, 2024 4:35:59 PM
Attachments: image001.png

You have requested my opinion as to whether the City could prohibit or cap the number of Solar Farms to be located in the City. While I have not been able to find any court decision or statute applicable to municipalities addressing this question, I do believe that such a restriction could be very problematic. What is unclear is the basis for such a restriction. Is it because Solar Farms generate minimal real estate taxes? Because Solar Farms do not create much job opportunity? But, with regard to taxes or jobs, how are Solar Farms different from not-for -profit organizations? Are all Solar Farms the same that a prohibition would apply to all? Would the restriction apply to community solar farms?

In 2023, Section 55 ILCS 5/5-12030 of the Counties Code was revised to specifically set siting regulations and prohibits counties from being more restrictive than the regulations set forth in the Counties Code. The statute provides a laundry list of permitted regulations but prohibits any regulation which is more restrictive. It has been interpreted to apply to municipalities but, having read the statute, I do not think it does, but then I think it is only a matter of time.
I would suggest that a study be made of restrictions of the location, size, and proximity to residential communities to determine if the City can prevent a proliferation of Solar Farms which would have a negative impact on the community.
kfo

Kathleen Field Orr | Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 North Naper Boulevard, Suite 350
Naperville, Illinois 60563

O:630-682-0085
C: [redacted]

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Memorandum

To: Krysti Barksdale-Noble

From: Kathleen Field Orr, City Attorney

Date: February 28, 2024

Re: Solar Farms

You have requested my opinion as to whether the City could prohibit or cap the number of Solar Farms to be located in the City. While I have not been able to find any court decision or statute applicable to municipalities addressing this question, I do believe that such a restriction could be very problematic. What is unclear is the basis for such a restriction. Is it because Solar Farms generate minimal real estate taxes? Because Solar Farms do not create much job opportunity? But, with regard to taxes or jobs, how are Solar Farms different from not-for-profit organizations? Are all Solar Farms the same that a prohibition would apply to all? Would the restriction apply to community solar farms?

In 2023, Section 55 ILCS 5/5-12030 of the Counties Code was revised to specifically establish siting regulations and prohibit counties from being more restrictive than the regulations set forth in the Counties Code. The statute provides a laundry list of permitted regulations but prohibits any regulation which is more restrictive. It has been interpreted to apply to municipalities however, having read the statute, I do not think it does, but I do believe it is only a matter of time before similar regulations will be imposed upon municipalities.

I would suggest that a study be made of restrictions of the location, size, and proximity to residential communities to allow the City to prevent a proliferation of Solar Farms which could have a negative impact on the community.

KFO

02-04-100-006
02-08-200-030
02-08-300-011
02-08-300-012
02-08-300-008
02-10-300-017
02-15-126-004
02-17-300-002
02-18-400-002
02-29-100-006
05-03-300-029
05-17-400-005
05-16-300-006

Legend

- Approved
- Withdrawn
- Applied
- Inquiry
- Yorkville Major Roads 500 Ft Buffer
- Yorkville Major Roads 1000 Ft Buffer
- Yorkville Major Roads 1500 Ft Buffer
- BNSF Railroad 500 Ft Buffer
- Yorkville Boundary

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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www.eeiweb.com

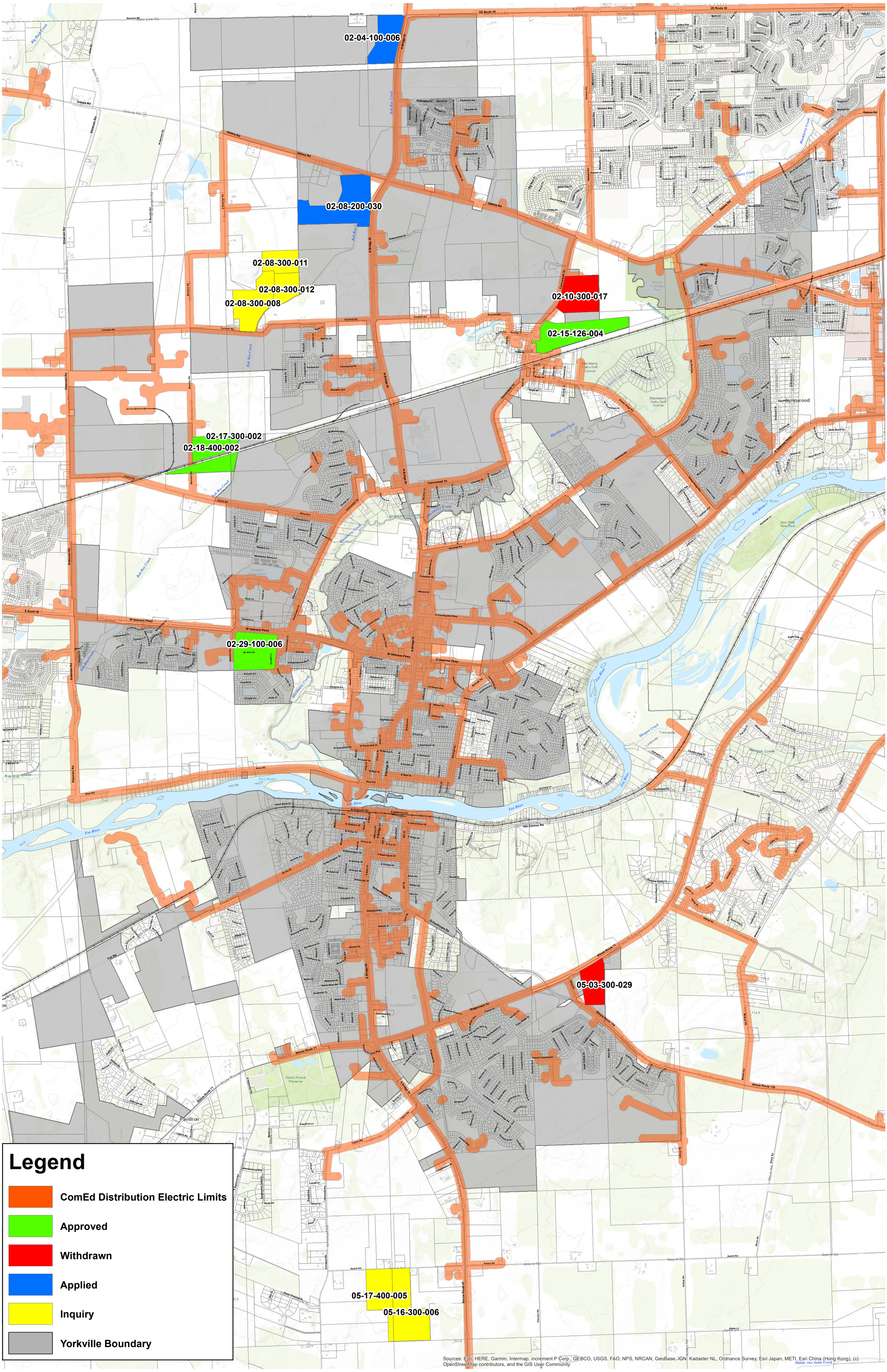
United City of Yorkville
651 Prairie Pointe Dr,
Yorkville, IL 60560

DATE:	NOVEMBER 2023
PROJECT NO.:	YO2300
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\YO2300
FILE:	YO2300_Yorkville Solar Farm Projects Best

LOCATION MAP
UNITED CITY OF YORKVILLE, ILLINOIS

YORKVILLE SOLAR FARM PROJECTS

NORTH



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DATE:	NOVEMBER 2023
PROJECT NO.:	YO2300
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PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\YO2300
FILE:	YO2300_Yorkville Solar Farm Projects Best | Comed Only

LOCATION MAP
UNITED CITY OF YORKVILLE, ILLINOIS

YORKVILLE SOLAR FARM PROJECTS

NORTH

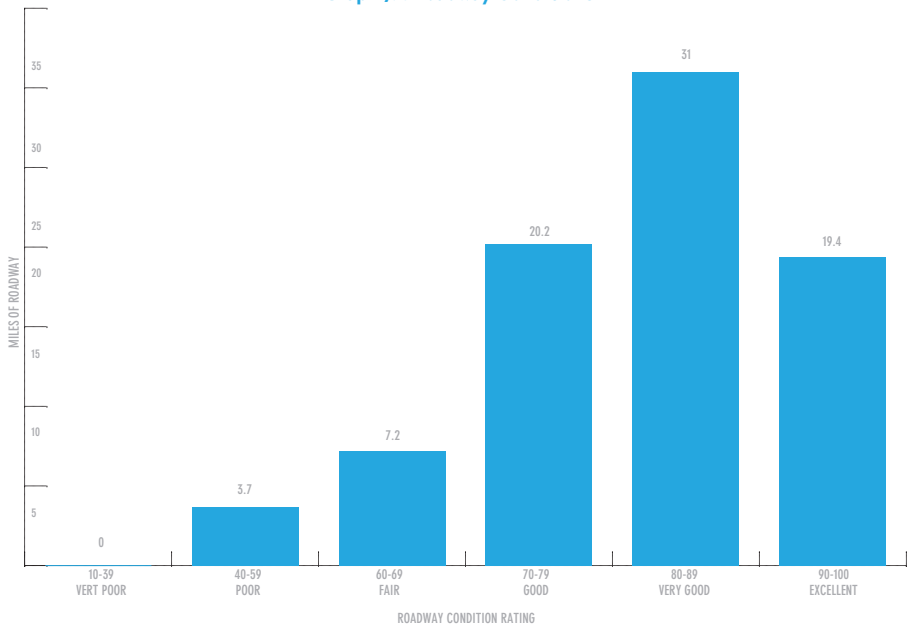
impacts on roadway capacity and would need to be studied in further detail. Two roadway segments for which capacity constraints may be an issue in 2040 are highlighted in red in Table 7.1.

With the proposed roadway widening, Yorkville's transportation network is expected to be able to accommodate traffic forecasts. CMAP and IDOT update their plans on a regular basis to address changes in travel patterns and financial conditions. These plan updates should be monitored to determine if there are changes in conditions or planned improvements.

Pavement condition is another important factor in keeping the transportation network in a state of good repair. The City of Yorkville conducts pavement condition surveys on local roads on an as-needed basis to identify transportation project priorities for the City's Capital Improvement Plan (CIP). The City's 2015 budget as approved by City Council stated that the City's combined roadway score for roadways within the jurisdiction of the City of Yorkville is 82 out of a possible score 100. Graph 7.1 shows the share of roadways in each condition category by total mileage of roadway.

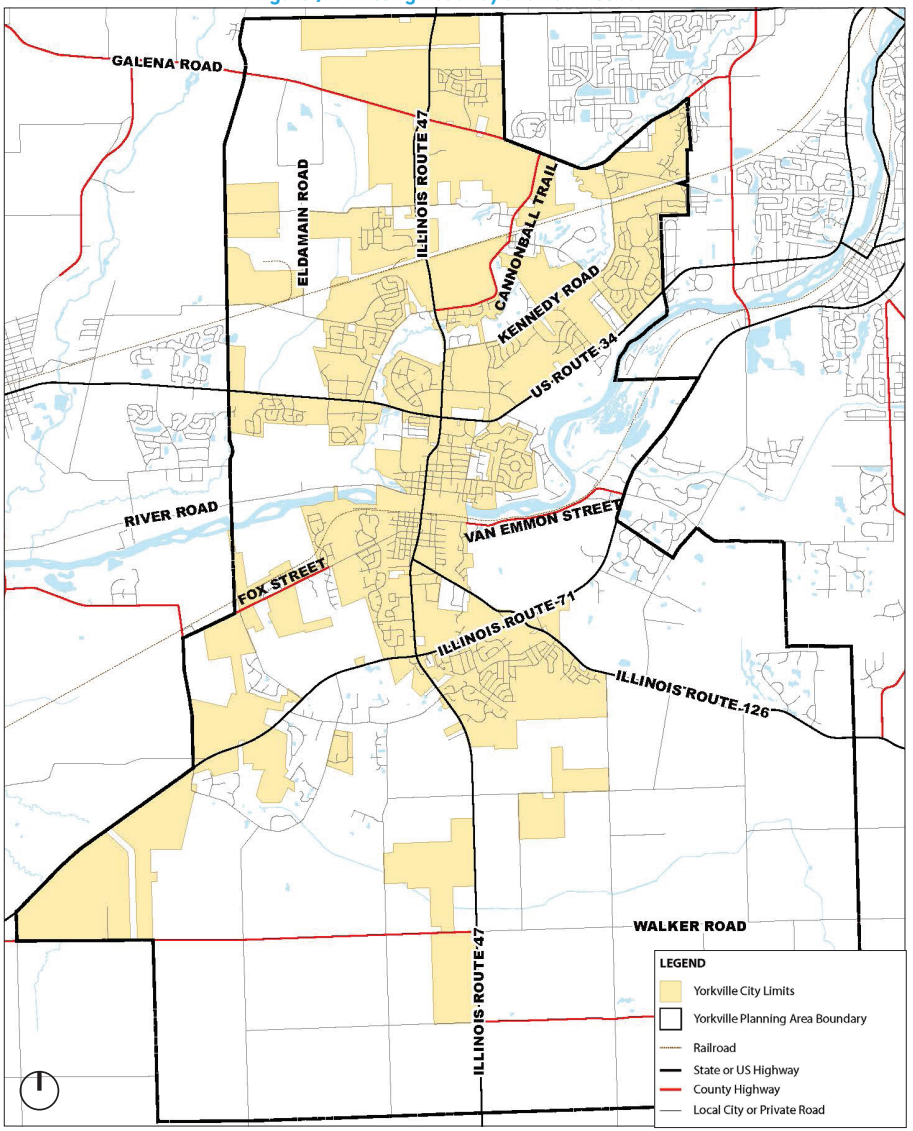
In order to keep the roadway network in a state of good repair, the City estimated a need of $2.1 million annually for roadway improvements. $1 million has been funded. The City anticipates that the combined roadway score will drop from 82 to 77 by 2018 with some exceptions for roadway improvement projects currently under way.

Graph 7.1: Roadway Conditions



Source: City of Yorkville

Figure 7.1: Existing Roadway and Rail Network



American Planning Association
Planning Advisory Service
Creating Great Communities for All

September/October 2019

PAS MEMO

Planning for Utility-Scale Solar Energy Facilities

By Darren Coffey, AICP

Solar photovoltaics (PV) are the fastest-growing energy source in the world due to the decreasing cost per kilowatt-hour—60 percent to date since 2010, according to the U.S. Department of Energy (U.S. DOE n.d.)—and the comparative speed in constructing a facility. Solar currently generates 0.4 percent of global electricity, but some University of Oxford researchers estimate its share could increase to 20 percent by 2027 (Hawken 2017). Utility-scale solar installations are the most cost-effective solar PV option (Hawken 2017).

Transitioning from coal plants to solar significantly decreases carbon dioxide emissions and eliminates sulfur, nitrous oxides, and mercury emissions. As the U.S. Department of Energy states, "As the cleanest domestic energy source available, solar supports broader national priorities, including national security, economic growth, climate change mitigation, and job creation" (U.S. DOE n.d.). As a result, there is growing demand for solar energy from companies (e.g., the "RE100," 100 global corporations committed to sourcing 100 percent renewable electricity by 2050) and governments (e.g., the Virginia Energy Plan commits the state to 16 percent renewable energy by 2022).

Federal and state tax incentives have accelerated the energy industry's efforts to bring facilities online as quickly as possible. This has created a new challenge for local governments, as many are ill-prepared to consider this new and unique land-use option. Localities are struggling with how to evaluate utility-scale solar facility applications, how to update their land-use regulations, and how to achieve positive benefits for hosting these clean energy facilities.

As a land-use application, utility-scale solar facilities are processed as any other land-use permit. Localities use the tools available: the existing comprehensive (general) plan and zoning ordinance. In many cases, however, plans and ordinances do not address this type of use. Planners will need to amend these documents to bring some structure, consistency, and transparency to the evaluation process for utility-scale solar facilities.

Figure 1. Utility-scale solar facilities are large-scale uses that can have significant land-use impacts on communities. Photo by Flickr user U.S. Department of Energy/Michael Faria.

Unlike many land uses, these solar installations will occupy vast tracts of land for one or more generations; they require tremendous local resources to monitor during construction (and presumably decommissioning); they can have significant impacts on the community depending on their location, buffers, installation techniques, and other factors (Figure 1); and they are not readily adaptable for another industrial or commercial use, hence the need for decommissioning.

While solar energy aligns with sustainability goals held by an increasing number of communities, solar industries must bring an overall value to the locality beyond the clean energy label. Localities must consider the other elements of sustainability and make deliberate decisions regarding impacts and benefits to the social fabric, natural environment, and local economy. How should a locality properly evaluate the overall impacts of a large-scale clean energy land use on the community?

This *PAS Memo* examines utility-scale solar facility uses and related land-use issues. It defines and classifies these facilities,

Figure 2. Components of a solar farm: solar panels (left), substation (center), and high-voltage transmission lines (right). Photos courtesy Berkley Group (left, right) and Pixabay (center).

analyzes their land-use impacts, and makes recommendations for how to evaluate and mitigate those impacts. While public officials tend to focus on the economics of these facilities and their overall fiscal impact to the community, the emphasis for planners is on the direct land-use considerations that should be carefully evaluated (e.g., zoning, neighbors, viewsheds, and environmental impacts). Specific recommendations and sample language for addressing utility-scale solar in comprehensive plans and zoning ordinances are provided at the end of the article.

The Utility-Scale Solar Backdrop

In contrast to solar energy systems generating power for on-site consumption, utility-scale solar, or a solar farm, is an energy generation facility that supplies power to the grid. These facilities are generally more than two acres in size and have capacities in excess of one megawatt; today's utility-scale solar facilities may encompass hundreds or even thousands of acres. A solar site may also include a substation and a switchyard, and it may require generator lead lines (*gen-tie* lines) to *interconnect* to the grid (Figure 2).

From 2008 to 2019, U.S. solar photovoltaic (PV) installations have grown from generating 1.2 gigawatts (GW) to 30 GW (SEIA 2019). The top 10 states generating energy from solar PV are shown in Figure 3. For many of these initial projects, local planning staff independently compiled information through research, used model ordinances, and relied on professional networks to cobble together local processes and permit conditions to better address the adverse impacts associated with utility-scale solar.

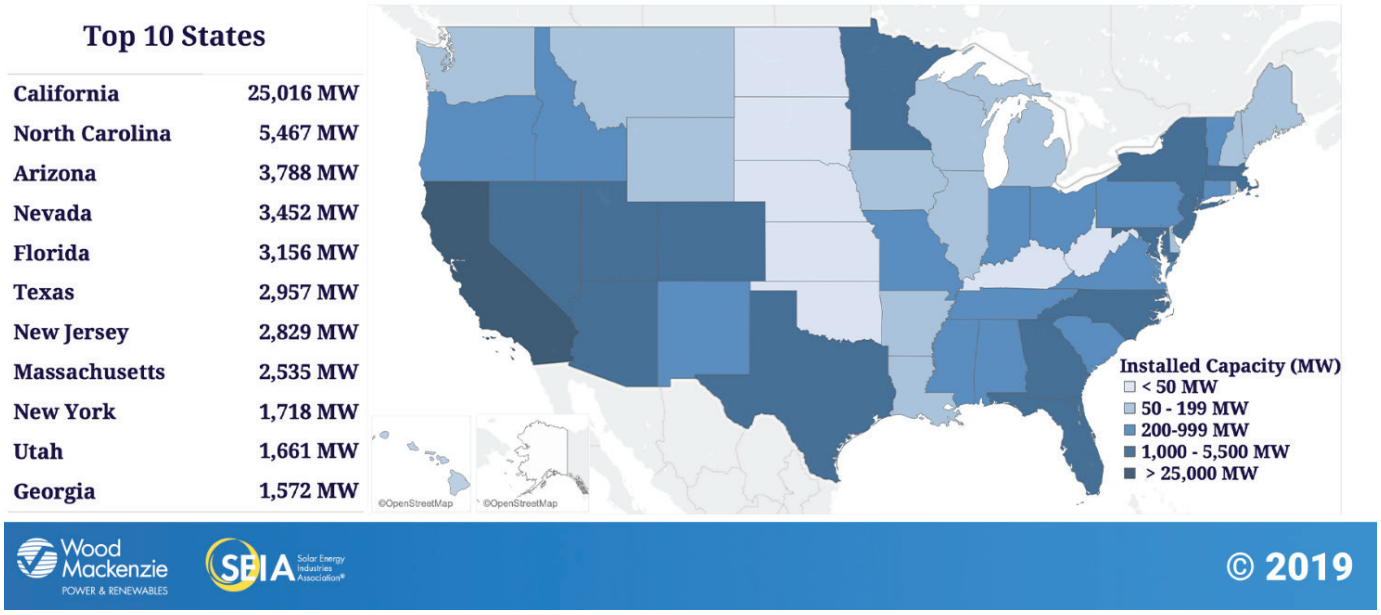


Figure 3. Utility solar capacity in the United States in 2019. Courtesy Solar Energy Industry Association.

However, each individual project brings unique challenges related to size, siting, compatibility with surrounding uses, mitigating impacts through setbacks and buffers, land disturbance processes and permits, financial securities, and other factors. This has proven to be a significant and ongoing challenge to local planning staff, planning commissions, and governing bodies.

Some localities have adopted zoning regulations to address utility-scale solar facilities based on model solar ordinance templates created by state or other agencies for solar energy facilities. However, these ordinances may not be sufficient to properly mitigate the adverse impacts of these facilities on communities. Many of these initial models released in the early 2010s aimed to promote clean energy and have failed to incorporate lessons learned from actual facility development. In addition, the solar industry has been changing at a rapid pace, particularly regarding the increasing scale of facilities. Planners should therefore revisit any existing zoning regulations for utility-scale solar facilities to ensure their relevance and effectiveness.

Rapid growth of utility-scale solar facilities has emerged for rural communities, particularly those that have significant electrical grid infrastructure. Many rural counties have thousands of acres of agricultural and forested properties in various levels of production. Land prices tend to be much more cost-effective in rural localities, and areas located close to high-voltage electric transmission lines offer significant cost savings to the industry. Figure 4 shows the extent of existing electric transmission lines in one rural Virginia county.

Federal and state tax incentives have further accelerated the pace of utility-scale solar developments, along with decreasing solar panel production costs. These factors all combine to create land-use development pressure that, absent effective and relevant land-use regulatory and planning tools, creates an environment where it is difficult to properly evaluate and make informed decisions for the community's benefit.

Solar Facility Land-Use Impacts

As with any land-use application, there are numerous potential impacts that need to be evaluated with solar facility uses. All solar facilities are not created equal, and land-use regulations should reflect those differences in scale and impact accordingly.

Utility-scale solar energy facilities involve large tracts of land involving hundreds, if not thousands, of acres. On these large tracts, the solar panels often cover more than half of the land area. The solar facility use is often pitched as "temporary" by developers, but it has a significant duration—typically projected by applicants as up to 40 years.

Establishing such a solar facility use may take an existing agricultural or forestry operation out of production, and resuming such operations in the future will be a challenge. Utility-scale solar can take up valuable future residential, commercial, or industrial growth land when located near cities, towns, or other

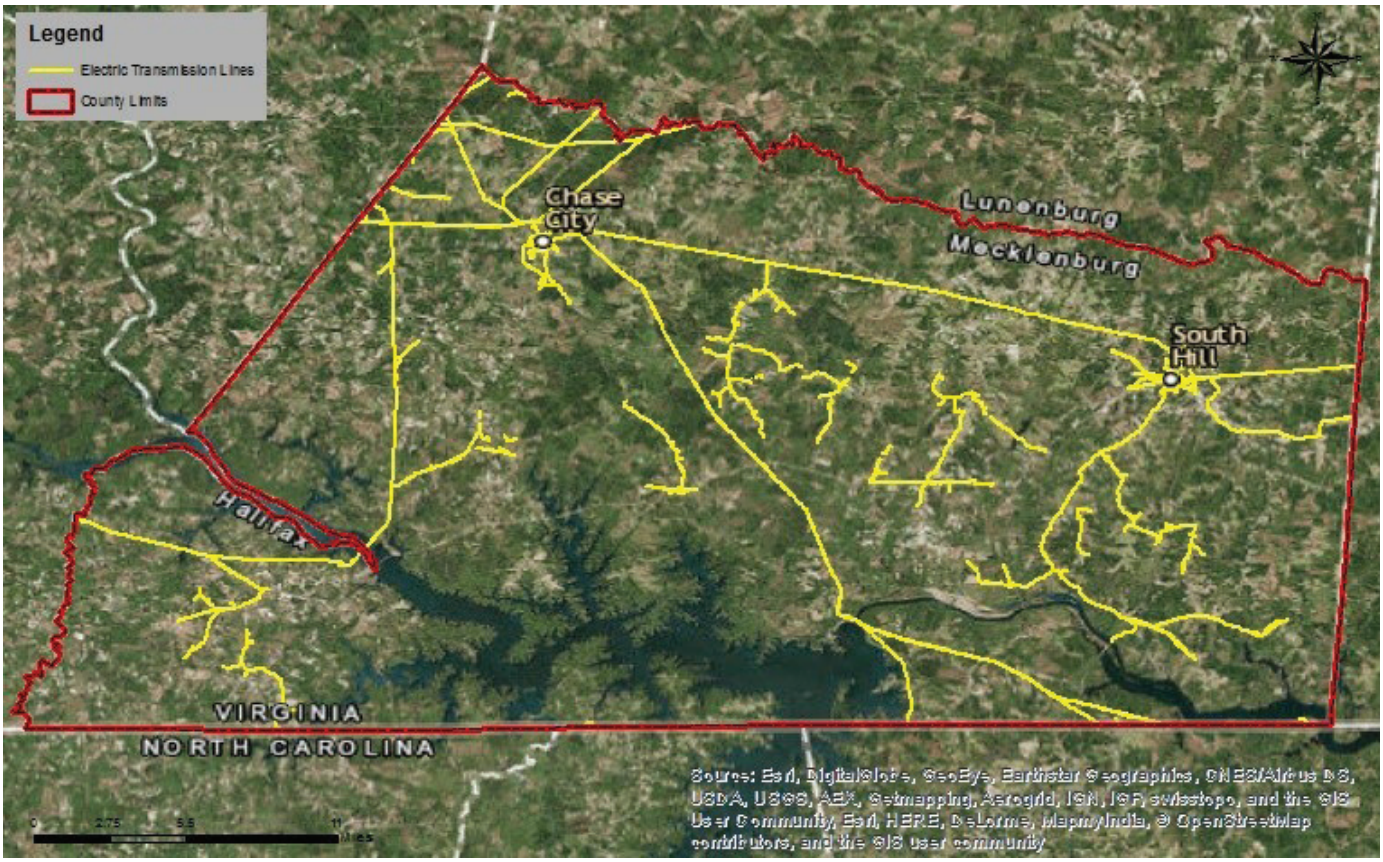


Figure 4. Electric transmission lines in Mecklenburg County, Virginia. Courtesy Berkley Group.

identified growth areas. If a solar facility is close to a major road or cultural asset, it could affect the viewshed and attractiveness of the area. Because of its size, a utility-scale solar facility can change the character of these areas and their suitability for future development. There may be other locally specific potential impacts. In short, utility-scale solar facility proposals must be carefully evaluated regarding the size and scale of the use; the conversion of agricultural, forestry, or residential land to an industrial-scale use; and the potential environmental, social, and economic impacts on nearby properties and the area in general.

To emphasize the potential impact of utility-scale solar facilities, consider the example of one 1,408-acre (2.2-square-mile) Virginia town with a 946-acre solar facility surrounding its north and east sides. The solar project area is equal to approximately 67 percent of the town's area. A proposed 332.5-acre solar facility west of town increases the solar acres to 1,278.5, nearly the size of the town. Due to its proximity to multiple high-voltage electrical transmission lines, other utility-scale solar facilities are also proposed for this area, which would effectively lock in the town's surrounding land-use pattern for the next generation or more.

The following considerations are some of the important land-use impacts that utility-scale solar may have on nearby communities.

Change in Use/Future Land Use

A primary impact of utility-scale solar facilities is the removal of forest or agricultural land from active use. An argument often made by the solar industry is that this preserves the land for future agricultural use, and applicants typically state that the land will be restored to its previous condition. This is easiest when the land was initially used for grazing, but it is still not without its challenges, particularly over large acreages. Land with significant topography, active agricultural land, or forests is more challenging to restore.

It is important that planners consider whether the industrial nature of a utility-scale solar use is compatible with the locality's vision. Equally as important are imposing conditions that will enforce the assertions made by applicants regarding the future restoration of the site and denying applications where those conditions are not feasible.

Agricultural/Forestry Use. Agricultural and forested areas are typical sites for utility-scale solar facility uses. However, the use of prime agricultural land (as identified by the USDA or by state agencies) and ecologically sensitive lands (e.g., riparian buffers, critical habitats, hardwood forests) for these facilities should be scrutinized.

For a solar facility, the site will need to be graded in places and revegetated to stabilize the soil. That vegetation typically needs to be managed (e.g., by mowing, herbicide use, or sheep grazing) over a long period of time. This prolonged vegetation management can change the natural characteristics of the soil, making restoration of the site for future agricultural use more difficult. While native plants, pollinator plants, and grazing options exist and are continually being explored, there are logistical issues with all of them, from soil quality impacts to compatibility of animals with the solar equipment.

A deforested site can be reforested in the future, but over an additional extended length of time, and this may be delayed or the land left unforested at the request of the landowner at the time of decommissioning. Clearcutting forest in anticipation of a utility-scale solar application should be avoided but is not uncommon. This practice potentially undermines the credibility of the application, eliminates what could have been natural buffers and screening, and eliminates other landowner options to monetize the forest asset (such as for carbon or nutrient credits).

For decommissioning, the industry usually stipulates removal of anything within 36 inches below the ground surface. Unless all equipment is specified for complete removal and this is properly enforced during decommissioning, future agricultural operations would be planting crops over anything left in the ground below that depth, such as metal poles, concrete footers, or wires.

Residential Use. While replacing agricultural uses with residential uses is a more typical land-use planning concern, in some areas this is anticipated and desired over time. "People have to live somewhere," and this should be near existing infrastructure typical of cities, towns, and villages rather than sprawled out over the countryside. This makes land lying within designated growth areas or otherwise located near existing population centers a logical location for future residential use. Designated growth areas can be important land-use strategies to accommodate future growth in a region. Permitting a utility-scale use on such land ties it up for 20–40 years (a generation or two), which may be appropriate in some areas, but not others.

Industrially Zoned Land. Solar facilities can be a good use of brownfields or other previously disturbed land. A challenge in many rural areas, however, is that industrially zoned land is limited, and both public officials and comprehensive plan policies place a premium on industries that create and retain well-paying jobs. While utility-scale solar facilities are not necessarily incompatible with other commercial and industrial uses, the amount of space they require make them an inefficient use of industrially zoned land, for which the "highest and best use" often entails high-quality jobs and an array of taxes paid to the locality (personal property, real estate, machinery and tool, and other taxes).

Location

The location of utility-scale solar facilities is the single most important factor in evaluating an application because of the large amount of land required and the extended period that land is dedicated to this singular use, as discussed above.

Solar facilities can be appropriately located in areas where they are difficult to detect, the prior use of the land has been marginal, and there is no designated future use specified (i.e., not in growth areas, not on prime farmland, and not near recreational or historic areas). Proposed facilities adjacent to corporate boundaries, public rights-of-way, or recreational or cultural resources are likely to be more controversial than facilities that are well placed away from existing homes, have natural buffers, and don't change the character of the area from the view of local residents and other stakeholders.

Figure 5. This scenic vista would be impacted by a solar facility proposed for the far knoll. Photo courtesy Berkley Group.

Concentration of Uses

A concentration of solar facilities is another primary concern. The large scale of this land use, particularly when solar facilities are concentrated, also significantly exacerbates adverse impacts to the community in terms of land consumption, use pattern disruptions, and environmental impacts (e.g., stormwater, erosion, habitat). Any large-scale homogenous land use should be carefully examined—whether it is rooftops, impervious surface, or solar panels. Such concentrated land uses change the character of the area and alter the natural and historic development pattern of a community.

The attraction of solar facilities to areas near population centers is a response to the same forces that attract other uses—the infrastructure is already there (electrical grid, water and sewer, and roads). One solar facility in a given geographic area may be an acceptable use of the land, but when multiple facilities are attracted to the same geography for the same reasons, this tips the land-use balance toward too much of a single use. The willingness of landowners to cooperate with energy companies is understandable, but that does not automatically translate into good planning for the community. The short- and medium-term gains for individual landowners can have a lasting negative impact on the larger community.

Visual Impacts

The visual impact of utility-scale solar facilities can be significantly minimized with effective screening and buffering, but this is more challenging in historic or scenic landscapes. Solar facilities adjacent to scenic byways or historic corridors may negatively impact the rural aesthetic along these transportation routes. Buffering or screening may also be appropriate along main arterials or any public right-of-way, regardless of special scenic or historic designation.

The location of large solar facilities also needs to account for views from public rights-of-way (Figure 5). Scenic or historic areas should be avoided, while other sites should be effectively screened from view with substantial vegetative or other types of buffers. Berms, for example, can provide a very effective screen, particularly if combined with appropriate vegetation.

Decommissioning

The proper decommissioning and removal of equipment and other improvements when the facility is no longer operational presents significant challenges to localities.

Decommissioning can cost millions in today's dollars. The industry strongly asserts that there is a significant salvage value to the solar arrays, but there may or may not be a market to salvage the equipment when removed. Further, the feasibility of realizing salvage value may depend on who removes the equipment—the operator, the tenant, or the landowner (who may not be the same parties as during construction)—as well as when it is removed.

Providing for adequate security to ensure that financial resources are available to remove the equipment is a significant challenge. Cash escrow is the most reliable security for a locality but is the most expensive for the industry and potentially a financial deal breaker. Insurance bonds or letters of credit seem to be the most acceptable forms of security but can be difficult to enforce as a practical matter. The impact of inflation over decades is difficult to calculate; therefore, the posted financial security to ensure a proper decommissioning should be reeval-

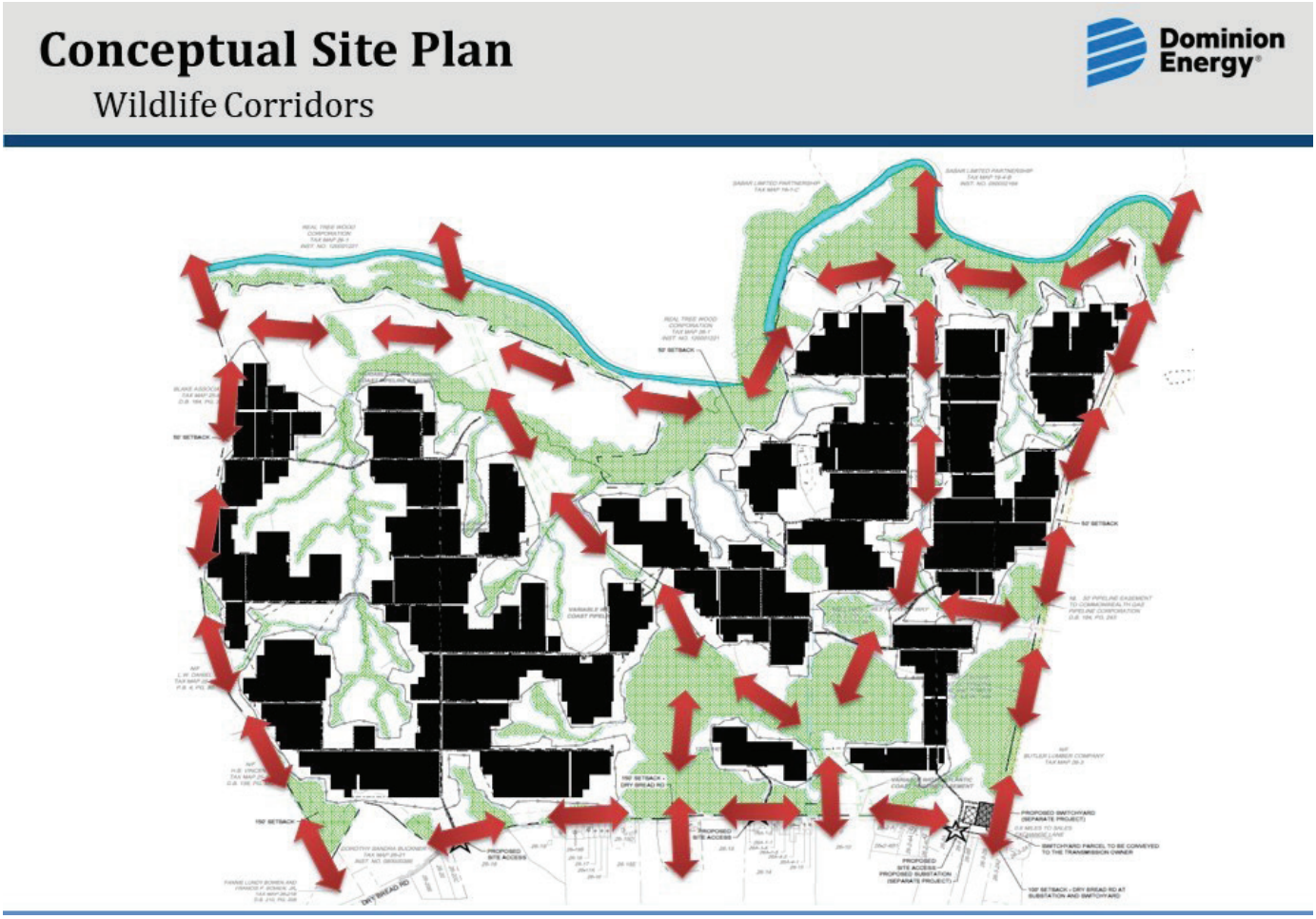


Figure 6. A conceptual site plan for a 1,491-acre utility-scale solar facility showing wildlife corridors throughout the site. Courtesy Dominion Energy.

uated periodically—usually every five years or so. The worst possible outcome for a community (and a farmer or landowner) would be an abandoned utility-scale solar facility with no resources available to pay for its removal.

Additional Solar Facility Impacts

In addition to the land-use impacts previously discussed, there are a number of significant environmental and economic impacts associated with utility-scale solar facilities that should be addressed as part of the land-use application process.

Environmental Impacts

While solar energy is a renewable, green resource, its generation is not without environmental impacts. Though utility-scale solar facilities do not generate the air or water pollution typical of other large-scale fossil-fuel power production facilities, impacts on wildlife habitat and stormwater management can be significant due to the large scale of these uses and the resulting extent of land disturbance. The location of sites, the arrangement of panels within the site, and the ongoing management of the site are important in the mitigation of such impacts.

Wildlife Corridors. In addition to mitigating the visual impact of utility-scale solar facilities, substantial buffers can act as wildlife corridors along project perimeters. The arrangement of panels within a project site is also important to maintain areas conducive to wildlife travel through the site. Existing trees, wetlands, or other vegetation that link open areas should be preserved as wildlife cover. Such sensitivity to the land's environmental features also breaks up the panel bay groups and will make the eventual restoration of the land to its previous state that much easier and more effective. A perimeter fence is a barrier to wildlife movement, while fencing around but not in between solar panel bays creates open areas through which animals can continue to travel (Figure 6).

Stormwater, Erosion, and Sediment Control. The site disturbance required for utility-scale solar facilities is significant due to the size of the facilities and the infrastructure needed to operate them. These projects require the submission of both stormwater (SWP) and erosion/sediment control (ESC) plans to comply with federal and state environmental regulations.

Depending on the site orientation and the panels to be used, significant grading may be required for panel placement, roads, and other support infrastructure. The plan review and submis-

Figure 7. Examples of compliance (left) and noncompliance (right) with erosion and sediment control requirements. Photos courtesy Berkley Group.

sion processes are no different with these facilities than for any other land-disturbing activity. However, such large-scale grading project plans are more complex than those for other uses due primarily to the scale of utility solar. Additionally, the impervious nature of the panels themselves creates stormwater runoff that must be properly controlled, managed, and maintained.

Due to this complexity, it is recommended that an independent third party review all SWP and ESC plans in addition to the normal review procedures. Many review agencies (local, regional, or state) are under-resourced or not familiar with large-scale grading projects or appropriate and effective mitigation measures. It is in a locality's best interest to have the applicant's engineering and site plans reviewed by a licensed third party prior to and in addition to the formal plan review process. Most localities have engineering firms on call that can perform such reviews on behalf of the jurisdiction prior to formal plan review submittal and approval. This extra step, typically paid for by the applicant, helps to ensure the proper design of these environmental protections (Figure 7).

The successful implementation of these plans and ongoing maintenance of the mitigation measures is also critical and should be addressed in each proposal through sufficient performance security requirements and long-term maintenance provisions.

Cultural, Environmental, and Recreational Resources. Every proposed site should undergo an evaluation to identify any architectural, archaeological, or other cultural resources on or near proposed facilities. Additionally, sites located near recreational, historic, or environmental resources should be avoided. Tourism is recognized as a key sector for economic growth in many regions, and any utility-scale solar facilities that might be visible from a scenic byway, historic site, recreational amenity, or similar resources could have negative consequences for those tourist attractions.

Economic Impacts

This *PAS Memo* focuses on the land-use impacts of utility-scale solar facilities, but planners should also be aware of economic considerations surrounding these uses for local governments and communities.

Financial Incentives. Federal and state tax incentives benefit the energy industry at the expense of localities. The initial intent of industry-targeted tax credits was to act as an economic catalyst to encourage the development of green energy. An unintended consequence has been to benefit the solar industry by saving it tax costs at the expense of localities, which don't receive the benefit of the full taxable rate they would normally receive.

Employment. Jobs during construction (and decommissioning) can be numerous, but utility-scale solar facilities have minimal operational requirements otherwise. Very large facilities may employ one or two full-time-equivalent employees. During the construction phase there are typically hundreds of employees who need local housing, food, and entertainment.

Fiscal Impact. The positive fiscal impact to landowners who lease or sell property for utility-scale solar facilities is clear. However, the fiscal impact of utility-scale solar facilities to the community as a whole is less clear and, in the case of many localities, may be negligible compared with their overall budget due to tax credits, low long-term job creation, and other factors.

Property values. The impact of utility-scale solar facilities is typically negligible on neighboring property values. This can be a significant concern of adjacent residents, but negative impacts to property values are rarely demonstrated and are usually directly addressed by applicants as part of their project submittal.

Solar Facilities in Local Policy and Regulatory Documents

The two foundational land-use tools for most communities are their comprehensive (general) plans and zoning ordinances.

These two land-use documents are equally critical in the evaluation of utility-scale solar facilities. A community's plan should discuss green energy, and its zoning ordinance should properly enable and regulate green energy uses.

The Comprehensive Plan

The comprehensive plan establishes the vision for a community and should discuss public facilities and utilities. However, solar facilities are not directly addressed in many comprehensive plans.

If solar energy facilities are desired in a community, they should be discussed in the comprehensive plan in terms of green infrastructure, environment, and economic development goals. Specific direction should be given in terms of policy objectives such as appropriate locations and conditions. If a community does not desire such large-scale land uses because of their impacts on agriculture or forestry or other concerns, then that should be directly addressed in the plan.

Some states, such as Virginia, require a plan review of public facilities—including utility-scale solar facilities—for substantial conformance with the local comprehensive plan (see Code of Virginia §15.2-2232). This typically requires a review by the planning commission of public utility facility proposals, whether publicly or privately owned, to determine if their general or approximate locations, characters, and extents are substantially in accord with the comprehensive plan.

Most comprehensive plans discuss the types of industry desired by the community, the importance of agricultural operations, and any cultural, recreational, historic, or scenic rural landscape features. An emphasis on tourism, job growth, and natural and scenic resource protection may not be consistent with the use pattern associated with utility-scale solar facilities. If a plan is silent on the solar issue, this may act as a barrier to approving this use. Plans should make clear whether utility-scale solar is desired and, if so, under what circumstances.

This plan review process should precede any other land-use application submittal, though it may be performed concurrently with other zoning approvals. Planners and other public officials should keep in mind that even if a facility is found to be substantially in accord with a comprehensive plan, that does not mean the land-use application must be approved. Use permits are discretionary. If a particular application does not sufficiently mitigate the adverse impacts of the proposed land use, then it can and should be denied regardless of its conformance with the comprehensive plan.

Similarly, in Virginia, a utility-scale solar facility receiving use permit approval without a comprehensive plan review may not be in compliance with state code. The permit approval process is a two-step process, with the comprehensive plan review preferably preceding the consideration of a use permit application.

The Zoning Ordinance

While a community's comprehensive plan is its policy guide, the zoning ordinance is the regulatory document that implements that policy. Plans are advisory in nature, although often upheld in court decisions, whereas ordinance regulations are mandatory. In addition to comprehensive plan amendments, the zoning ordinance should specifically set forth the process and requirements necessary for the evaluation of a utility-scale solar application.

In zoning regulations, uses may be permitted either by right (with or without designated performance measures such as use and design standards) or as conditional or special uses, which require discretionary review and approval. Solar facilities generating power for on-site use are typically regulated as by-right uses depending on their size and location.

Utility-scale solar facilities, however, should in most cases be conditionally permitted regardless of the zoning district and are most appropriate on brownfield sites, in remote areas, or in agriculturally zoned areas. This is particularly true for more

The Virginia Experience

The recommendations presented in this *PAS Memo* are derived from research and the author's direct experience with the described planning, ordinance amendment, and application and regulatory processes in the following three Virginia localities, all rural counties in the southern or eastern parts of the state.

Mecklenburg County

When Mecklenburg County began seeing interest in utility-scale solar facilities, the county's long-range plan did not address solar facilities, and the zoning ordinance was based on an inadequate and outdated state model that did not adequately regulate this land use.

The town of Chase City is located near the confluence of several high-voltage utility lines, and all proposed facilities were located near or within the town's corporate limits. The county approved the first utility-scale solar facility application in the jurisdiction without any conditions or much consideration. When the second application for a much larger facility (more than 900 acres) came in soon after, with significant interest from other potential applicants as well, the county commissioned the author's consulting firm, The Berkley Group, to undertake a land-use and industry study regarding utility-scale solar facilities.

As Mecklenburg officials continued with the approval process on the second utility-scale solar facility under existing regulations, they received the results of the industry study and began considering a series of amendments to the comprehensive plan and zoning ordinance. Though county officials were particularly worried about the potential concentration of facilities around Chase City, town officials expressed formal support for the proposed land use. Other Mecklenburg communities expressed more concern and wanted the facilities to be located a significant distance away from their corporate boundaries. These dis-

The Virginia Experience (continued)

cussions led to standards limiting the concentration of facilities, encouraging proximity to the electrical grid, and establishing distances from corporate boundaries where future solar facilities could not be located.

Since the adoption of the new regulations, numerous other utility-scale solar applications have been submitted and while some have been denied, most have been approved. Solar industry representatives' concerns that the new regulations were an attempt to prevent this land use have therefore not been realized; these are simply the land-use tools that public officials wanted and needed to appropriately evaluate solar facility applications. Many of the examples and best practices recommended in this article, including the model language provided at the end of the article, are a result of the utility-scale solar study commissioned by the county (Berkley Group 2017) and the subsequent policies and regulations it adopted.

Sussex County

Sussex County is located east and north of Mecklenburg, and the interest in utility-scale solar projects there has been no less immediate or profound. The announcement of the new Amazon headquarters in Arlington, Virginia, along with the company's interest in offsetting its operational energy use with green energy sources furthered interest in this rural county more than 100 miles south of Arlington.

As in Mecklenburg County, local regulations did not address utility-scale solar uses, so public officials asked for assistance from The Berkley Group to develop policies and regulations appropriate for their community. Sussex County officials outlined an aggressive timeline for considering new regulations regarding solar facilities and, within one month of initiation, swiftly adopted amended regulations for solar energy facilities.

The same metrics and policy issues examined and adopted for Mecklenburg County were used for the initial discussion in Sussex at a joint work session between the board of supervisors (the governing body) and the planning commission. Public officials tailored the proposed standards and regulations to the county context based on geography, cultural priorities, and other concerns. They then set a joint public hearing for their next scheduled meeting to solicit public comment.

Under Virginia law, land-use matters may be considered at a joint public hearing with a recommendation from the planning commission going to the governing body and that body taking action thereafter. This is not a typical or recommended practice for local governments since it tends to limit debate, transparency, and good governance, but due to the intense interest from the solar industry, coupled with the lack of land-use regulations addressing the proposed utility-scale solar uses, county officials utilized that expedited process.

No citizens and only two industry officials spoke at the public hearing, and after two hours of questions, discussion, and some negotiation of proposed standards, the new regulations were adopted the same evening.

Since the new regulations have been put into place, no new solar applications have been received, but informal discussions with public officials and staff suggest that interest from the industry remains strong.

Greensville County

Greensville County, like Mecklenburg, lies on the Virginia-North Carolina boundary. The county has processed four solar energy applications to date (three were approved and one was denied) and continues to process additional applications. Concurrently, the county is in the process of evaluating its land-use policies and regulations, which were amended in late 2016 at the behest of solar energy interests.

The reality of the land-use approval process has proved more challenging than the theory of the facilities when considered a few years ago. As with other localities experiencing interest from the solar energy industry, the issues of scale, concentration, buffers/setbacks, and other land-use considerations have been debated at each public hearing for each application. Neighbors and families have been divided, and lifelong relationships have been severed or strained. The board of supervisors has found it difficult in the face of their friends, neighbors, and existing corporate citizens to deny applications that otherwise might not have been approved.

County officials have agreed that they do want to amend their existing policies and regulations to be more specific and less open to interpretation by applicants and citizens. One of their primary challenges has been dedicating the time to discuss proposed changes to their comprehensive plan and zoning ordinance. A joint work session between the board of supervisors and planning commission is being scheduled and should lead to subsequent public hearings and actions by those respective bodies to enact new regulations for future utility-scale solar applicants.

populated areas due to the more compact nature of land uses. There are, however, areas throughout the country where utility-scale solar might be permitted by right under strict design standards that are compatible with community objectives.

To better mitigate the potential adverse impacts of utility-scale solar facilities, required application documents should include the following:

- Concept plan
- Site plan
- Construction plan
- Maintenance plan
- Erosion and sediment control and stormwater plans

Performance measures should address these issues:

- Setbacks and screening
- Plan review process
- Construction/deconstruction mitigation and associated financial securities
- Signage
- Nuisance issues (glare, noise)

The model language provided at the end of this *PAS Memo* outlines specific recommendations regarding comprehensive plan and zoning ordinance amendments, the application process, and conditions for consideration during the permitting process.

Action Steps for Planners

There are four primary actions that planners can pursue with their planning commissions and governing bodies to ensure that their communities are ready for utility-scale solar.

Review and Amend the Plan

The first, and most important, step from a planning viewpoint is to review and amend the comprehensive plan to align with how a community wants to regulate utility-scale solar uses. Some communities don't want them at all, and many cities and towns don't have the land for them. Larger municipalities and counties around the country may have to deal with this land use at some point, if they haven't already. Local governments should get their planning houses in order by amending plans before the land-use applications arrive.

Review and Amend Land-Use Ordinances

Once the plan is updated, the next step is to review and amend land-use ordinances (namely the zoning ordinance) accordingly. These ordinances are vital land-use tools that need to be up to date and on point to effectively regulate large and complex solar facilities. If local governments do not create regulations for utility-scale solar facilities, applications for these projects will occupy excessive staff time, energy, and talents, resulting in much less efficient and more open-ended results.

Evaluate Each Application Based on Its Own Merits

This should go without saying, but it is important, particularly from a legal perspective, that each project application is evaluated based on its own merits. All planners have probably seen a project denied due to the politics at play with regard to other projects: "That one shouldn't have been approved so we're going to deny this one." "The next one is better so this one needs to be denied."

The focus of each application should be on the potential adverse impacts of the project on the community and what can be done successfully to mitigate those impacts. Whether the applicant is a public utility or a private company, the issues and complexities of the project are the same. The bottom line should never be who the applicant is; rather, it should be whether the project's adverse impacts can be properly mitigated so that the impact to the community is positive.

Learn From Others

Mecklenburg County's revised solar energy policies and regulations began with emails and phone calls to planning colleagues to see how they had handled utility-scale solar projects in their jurisdictions. The primary resources used were internet research, other planners, and old-fashioned planner ingenuity and creativity.

While it is the author's hope and intent that this article offers valuable information on this topic, nothing beats the tried and true formula of "learn from and lean on your colleagues."

Conclusion

The solar energy market is having major impacts on land use across the country, and federal and state tax incentives have contributed to a flood of applications in recent years. While the benefits of clean energy are often touted, the impacts of utility-scale solar facilities on a community can be significant. Applicants often say that a particular project will "only" take up some small percentage of agricultural, forestry, or other land-use category—but the impact of these uses extends beyond simply replacing an existing (or future) land use. Fiscal benefit to a community is also often cited as an incentive, but this alone is not a compelling reason to approve (or disapprove) a land-use application.

The scale and duration of utility-scale solar facilities complicates everything from the land disturbance permitting process through surety requirements. If not done properly, these uses can change the character of an area, altering the future of communities for generations.

Local officials need to weigh these land-use decisions within the context of their comprehensive plan and carefully consider each individual application in terms of the impact that it will have in that area of the community, not only by itself but also if combined with additional sites. The concentration of solar facilities is a major consideration in addition to their individual locations. A solar facility located by itself in a rural area, close to major transmission lines, not prominently visible from public rights-of-way or adjacent properties, and not located in growth areas, on prime farmland, or near cultural, historic, or recreational sites may be an acceptable land use with a beneficial impact on the community.

Properly evaluating and, to the extent possible, mitigating the impacts of these facilities by carefully controlling their

location, scale, size, and other site-specific impacts is key to ensuring that utility-scale solar facilities can help meet broader sustainability goals without compromising a community's vision and land-use future.

About the Author

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PAS MEMO ADDENDUM

Specific Planning and Zoning Recommendations for Utility-Scale Solar

This guidance and sample ordinance language for utility-scale solar facilities is drawn from actual comprehensive plan and zoning ordinance amendments as well as conditional (special) use permit conditions. These examples are from Virginia and should be tailored to localities within the context of each state's enabling legislation regarding land use.

THE COMPREHENSIVE (GENERAL) PLAN

The following topics should be addressed for comprehensive plan amendments:

- Identification of major electrical facility infrastructure (i.e., transmission lines, transfer stations, generation facilities, etc.)
- Identification of growth area boundaries around each city, town, or appropriate population center
- Additional public review and comment opportunities for land-use applications within a growth area boundary, within a specified distance from an identified growth area boundary, or within a specified distance from identified population centers (e.g., city or town limits)
- Recommended parameters for utility-scale solar facilities, such as:
  - maximum acreage or density (e.g., not more than two facilities within a two-mile radius) to mitigate the impacts related to the scale of these facilities
  - maximum percent usage (i.e., "under panel" or impervious surface) of assembled property to mitigate impacts to habitat, soil erosion, and stormwater runoff
  - location adjacent or close to existing electric transmission lines
  - location outside of growth areas or town boundary or a specified distance from an identified growth boundary
  - location on brownfields or near existing industrial uses (but not within growth boundaries)
  - avoidance of or minimization of impact to prime farmland as defined by the USDA
  - avoidance of or minimization of impact to the viewshed of any scenic, cultural, or recreational resources (i.e., large solar facilities may not be seen from surrounding points that are in line-of-sight with a resource location)
- Identification of general conditions to mitigate negative effects, including the following:
  - Concept plan compliance
  - Buffers and screening (e.g., berms, vegetation, etc.)
  - Third-party plan review (for erosion and sediment controls, stormwater management, grading)
  - Setbacks
  - Landscaping maintenance
  - Decommissioning plan and security

THE ZONING ORDINANCE

In addition to, or separate from, comprehensive plan amendments, the zoning ordinance should be amended to more specifically set forth the process and requirements necessary for a thorough land-use evaluation of an application.

Recommended Application Process

Pre-Application Meeting

The process of requiring applicants to meet with staff prior to the submission of an application often results in a better, more complete application and a smoother process once an application is submitted. This meeting allows the potential applicant and staff to sit down to discuss the location, scale, and nature of the proposed use and what will be expected during that process. The pre-application meeting is one of the most

effective tools planners can use to ensure a more efficient, substantive process.

Comprehensive Plan Review

As discussed in the article, a comprehensive plan review for public utility facilities, if required, can occur prior to or as part of the land-use application process. Any application not including the review would be subject to such review in compliance if required by state code. If the plan review is not done concurrently with the land-use application, then it should be conducted prior to the receipt of the application.

An application not substantially in accord with the comprehensive plan should not be recommended for approval, regardless of the conditions placed on the use. Depending on the location, scale, and extent of the project, it is difficult to sufficiently mitigate the adverse impacts of a project that does not conform with the plan.

Land-Use Application

If the comprehensive plan review is completed and the project is found to be in compliance with the comprehensive plan, then the use permit process can proceed once a complete application is submitted. Application completion consists of the submission of all requirements set forth in the zoning ordinance and is at the discretion of the zoning administrator if there is any question as to what is required or when it is required.

Applications should contain all required elements at the time of submittal and no components should be outstanding at the time of submittal.

Sample Ordinance Language

The following sample ordinance language addresses requirements for applications, public notice, development standards, decommissioning, site plan review, and other process elements.

1. Application requirements. Each applicant requesting a use permit shall submit the following:

    a. A complete application form.
    b. Documents demonstrating the ownership of the subject parcel(s).
    c. Proof that the applicant has authorization to act upon the owner's behalf.
    d. Identification of the intended utility company who will interconnect to the facility.
    e. List of all adjacent property owners, their tax map numbers, and addresses.
    f. A description of the current use and physical characteristics of the subject parcels.
    g. A description of the existing uses of adjacent properties and the identification of any solar facilities—existing or proposed—within a five-mile radius of the proposed location.
    h. Aerial imagery which shows the proposed location of the solar energy facility, fenced areas and driveways with the closest distance to all adjacent property lines, and nearby dwellings, along with main points of ingress/egress.
    i. Concept plan.
        The facility shall be constructed and operated in substantial compliance with the approved concept plan, with allowances for changes required by any federal or state agency. The project shall be limited to the phases and conditions set forth in the concept plan that constitutes part of this application, notwithstanding any other state or federal requirements. No additional phasing or reduction in facility size shall be permitted, and no extensions beyond the initial period shall be granted without amending the use permit. The concept plan shall include the subject parcels; the proposed location of the solar panels and related facilities; the location of proposed fencing, driveways, internal roads, and structures; the closest distance to adjacent property lines and dwellings; the location of proposed setbacks; the location and nature of proposed buffers, including vegetative and constructed buffers and berms; the location of points of ingress/egress; any proposed construction phases.
    j. A detailed decommissioning plan (see item 5 below).
    k. A reliable and detailed estimate of the costs of decommissioning, including provisions for inflation (see item 5 below).
    l. A proposed method of providing appropriate escrow, surety, or security for the cost of the decommissioning plan (see item 5 below).
    m. Traffic study modelling the construction and decommissioning processes. Staff will review the study in cooperation with the state department of transportation or other official transportation authority.
    n. An estimated construction schedule.
    o. [x number of] hard copy sets (11″× 17″ or larger), one reduced copy (8½″× 11″), and one electronic copy of site plans, including elevations and landscape plans as required. Site plans shall meet the requirements of this ordinance.
    p. The locality may require additional information deemed necessary to assess compliance with this section based on the specific characteristics of the property or other project elements as determined on a case by case basis.
    q. Application fee to cover any additional review costs, advertising, or other required staff time.

2. Public notice.
    a. Use permits shall follow the public notice requirements as set forth in the zoning ordinance or by state code as applicable.
    b. Neighborhood meeting: A public meeting shall be held prior to the public hearing with the planning commission to give the community an opportunity to hear from the applicant and ask questions regarding the proposed project.
        i The applicant shall inform the zoning administrator and adjacent property owners in writing of the date, time, and location of the meeting, at least seven but

no more than 14 days in advance of the meeting date.
   ii The date, time, and location of the meeting shall be advertised in the newspaper of record by the applicant, at least seven but no more than 14 days in advance of the meeting date.
   iii The meeting shall be held within the community, at a location open to the general public with adequate parking and seating facilities which may accommodate persons with disabilities.
   iv The meeting shall give members of the public the opportunity to review application materials, ask questions of the applicant, and make comments regarding the proposal.
   v The applicant shall provide to the zoning administrator a summary of any input received from members of the public at the meeting.

3. Minimum development standards.
   a. No solar facility shall be located within a reasonable radius of an existing or permitted solar facility, airport, or municipal boundary.
   b. The minimum setback from property lines shall be a reasonable distance (e.g., at least 100 feet) and correlated with the buffer requirement.
   c. The facilities, including fencing, shall be significantly screened from the ground-level view of adjacent properties by a buffer zone of a reasonable distance extending from the property line that shall be landscaped with plant materials consisting of an evergreen and deciduous mix (as approved by staff), except to the extent that existing vegetation or natural landforms on the site provide such screening as determined by the zoning administrator. In the event that existing vegetation or landforms providing the screening are disturbed, new plantings shall be provided which accomplish the same. Opaque architectural fencing may be used to supplement other screening methods but shall not be the primary method.
   d. The design of support buildings and related structures shall use materials, colors, textures, screening, and landscaping that will blend the facilities to the natural setting and surrounding structures.
   e. Maximum height of primary structures and accessory buildings shall be a reasonable height as measured from the finished grade at the base of the structure to its highest point, including appurtenances (e.g., 15 feet). The board of supervisors may approve a greater height based upon the demonstration of a significant need where the impacts of increased height are mitigated.
   f. All solar facilities must meet or exceed the standards and regulations of the Federal Aviation Administration (FAA), State Corporation Commission (SCC) or equivalent, and any other agency of the local, state, or federal government with the authority to regulate such facilities that are in force at the time of the application.
   g. To ensure the structural integrity of the solar facility, the owner shall ensure that it is designed and maintained in compliance with standards contained in applicable local, state, and federal building codes and regulations that were in force at the time of the permit approval.
   h. The facilities shall be enclosed by security fencing on the interior of the buffer area (not to be seen by other properties) of a reasonable height. A performance bond reflecting the costs of anticipated fence maintenance shall be posted and maintained. Failure to maintain the security fencing shall result in revocation of the use permit and the facility's decommissioning.
   i. Ground cover on the site shall be native vegetation and maintained in accordance with established performance measures or permit conditions.
   j. Lighting shall use fixtures as approved by the municipality to minimize off-site glare and shall be the minimum necessary for safety and security purposes. Any exceptions shall be enumerated on the concept plan and approved by the zoning administrator.
   k. No facility shall produce glare that would constitute a nuisance to the public.
   l. Any equipment or situations on the project site that are determined to be unsafe must be corrected within 30 days of citation of the unsafe condition.
   m. Any other condition added by the planning commission or governing body as part of a permit approval.

4. Coordination of local emergency services. Applicants for new solar energy facilities shall coordinate with emergency services staff to provide materials, education and/or training to the departments serving the property with emergency services in how to safely respond to on-site emergencies.

5. Decommissioning. The following requirements shall be met:
   a. Utility-scale solar facilities which have reached the end of their useful life or have not been in active and continuous service for a reasonable period of time shall be removed at the owner's or operator's expense, except if the project is being repowered or a force majeure event has or is occurring requiring longer repairs; however, the municipality may require evidentiary support that a longer repair period is necessary.
   b. Decommissioning shall include removal of all solar electric systems, buildings, cabling, electrical components, security barriers, roads, foundations, pilings, and any other associated facilities, so that any agricultural ground upon which the facility or system was located is again tillable and suitable for agricultural uses. The site shall be graded and reseeded to restore it to as natural a condition as possible, unless the land owner requests in writing that the access roads or other land surface areas not be restored, and this request is approved by the governing body (other conditions might be more beneficial or desirable at that time).
   c. The site shall be regraded and reseeded to as natural condition as possible within a reasonable timeframe after equipment removal.

d. The owner or operator shall notify the zoning administrator by certified mail, return receipt requested, of the proposed date of discontinued operations and plans for removal.
e. Decommissioning shall be performed in compliance with the approved decommissioning plan. The governing body may approve any appropriate amendments to or modifications of the decommissioning plan.
f. Hazardous material from the property shall be disposed of in accordance with federal and state law.
g. The applicant shall provide a reliable and detailed cost estimate for the decommissioning of the facility prepared by a professional engineer or contractor who has expertise in the removal of solar facilities. The decommissioning cost estimate shall explicitly detail the cost and shall include a mechanism for calculating increased removal costs due to inflation and without any reduction for salvage value. This cost estimate shall be recalculated every five (5) years and the surety shall be updated in kind.
h. The decommissioning cost shall be guaranteed by cash escrow at a federally insured financial institution approved by the municipality before any building permits are issued. The governing body may approve alternative methods of surety or security, such as a performance bond, letter of credit, or other surety approved by the municipality, to secure the financial ability of the owner or operator to decommission the facility.
i. If the owner or operator of the solar facility fails to remove the installation in accordance with the requirements of this permit or within the proposed date of decommissioning, the municipality may collect the surety and staff or a hired third party may enter the property to physically remove the installation.

6. Site plan requirements. In addition to the site plan requirements set forth in the zoning ordinance, a construction management plan shall be submitted that includes:
   - Traffic control plan (subject to state and local approval, as appropriate)
   - Delivery and parking areas
   - Delivery routes
   - Permits (state/local)

   Additionally, a construction/deconstruction mitigation plan shall also be submitted including:
   - Hours of operation
   - Noise mitigation (e.g., construction hours)
   - Smoke and burn mitigation (if necessary)
   - Dust mitigation
   - Road monitoring and maintenance

7. The building permit must be obtained within [18 months] of obtaining the use permit and commencement of the operation shall begin within [one year] from building permit issuance.

8. All solar panels and devices are considered primary structures and subject to the requirements for such, along with the established setbacks and other requirements for solar facilities.

9. Site maintenance.
   a. Native grasses shall be used to stabilize the site for the duration of the facility's use.
   b. Weed control or mowing shall be performed routinely and a performance bond reflecting the costs of such maintenance for a period of [six (6) months] shall be posted and maintained. Failure to maintain the site may result in revocation of the use permit and the facility's decommissioning.
   c. Anti-reflection coatings. Exterior surfaces of the collectors and related equipment shall have a nonreflective finish and solar panels shall be designed and installed to limit glare to a degree that no after image would occur towards vehicular traffic and any adjacent building.
   d. Repair of panels. Panels shall be repaired or replaced when either nonfunctional or in visible disrepair.

10. Signage shall identify the facility owner, provide a 24-hour emergency contact phone number, and conform to the requirements set forth in the Zoning Ordinance.

11. At all times, the solar facility shall comply with any local noise ordinance.

12. The solar facility shall not obtain a building permit until evidence is given to the municipality that an electric utility company has a signed interconnection agreement with the permittee.

13. All documentation submitted by the applicant in support of this permit request becomes a part of the conditions. Conditions imposed by the governing body shall control over any inconsistent provision in any documentation provided by the applicant.

14. If any one or more of the conditions is declared void for any reason, such decision shall not affect the remaining portion of the permit, which shall remain in full force and effect, and for this purpose, the provisions of this are here by declared to be severable.

15. Any infraction of the above-mentioned conditions, or any zoning ordinance regulations, may lead to a stop order and revocation of the permit.

16. The administrator/manager, building official, or zoning administrator, or any other parties designated by those public officials, shall be allowed to enter the property at any reasonable time, and with proper notice, to check for compliance with the provisions of this permit.

EXAMPLE OF RECOMMENDED USE PERMIT CONDITIONS (In Virginia: conditional uses, special uses, special exceptions)

***Conditions** ([approved/revised] at the Planning Commission meeting on [date])*

If the Board determines that the application furthers the comprehensive plan's goals and objectives and that it meets the criteria set forth in the zoning ordinance, then the Planning Commission recommends the following conditions to mitigate the adverse effects of this utility-scale solar generation facility with any Board recommendation for permit approval.

1. The Applicant will develop the Solar Facility in substantial accord with the Conceptual Site Plan dated _____ included with the application as determined by the Zoning Administrator. Significant deviations or additions, including any enclosed building structures, to the Site Plan will require review and approval by the Planning Commission and Board of Supervisors.

2. Site Plan Requirements. In addition to all State site plan requirements and site plan requirements of the Zoning Administrator, the Applicant shall provide the following plans for review and approval for the Solar Facility prior to the issuance of a building permit:
   a. *Construction Management Plan*. The Applicant shall prepare a Construction Management Plan for each applicable site plan for the Solar Facility, and each plan shall address the following:
      i. Traffic control methods (in coordination with the Department of Transportation prior to initiation of construction), including lane closures, signage, and flagging procedures.
      ii. Site access planning directing employee and delivery traffic to minimize conflicts with local traffic.
      iii. Fencing. The Applicant shall install temporary security fencing prior to the commencement of construction activities occurring on the Solar Facility.
      iv. Lighting. During construction of the Solar Facility, any temporary construction lighting shall be positioned downward, inward, and shielded to eliminate glare from all adjacent properties. Emergency and safety lighting shall be exempt from this construction lighting condition.
   b. *Construction Mitigation Plan*. The Applicant shall prepare a Construction Mitigation Plan for each applicable site plan for the Solar Facility to the satisfaction of the Zoning Administrator. Each plan shall address, at a minimum, the effective mitigation of dust, burning operations, hours of construction activity, access and road improvements, and handling of general construction complaints.
   c. *Grading plan*. The Solar Facility shall be constructed in compliance with the County-approved grading plan as determined and approved by the Zoning Administrator or his designee prior to the commencement of any construction activities and a bond or other security will be posted for the grading operations. The grading plan shall:
      i. Clearly show existing and proposed contours;
      ii. Note the locations and amount of topsoil to be removed (if any) and the percent of the site to be graded;
      iii. Limit grading to the greatest extent practicable by avoiding steep slopes and laying out arrays parallel to landforms;
      iv. Require an earthwork balance to be achieved on-site with no import or export of soil;
      v. Require topsoil to first be stripped and stockpiled on-site to be used to increase the fertility of areas intended to be seeded in areas proposed to be permanent access roads which will receive gravel or in any areas where more than a few inches of cut are required;
      vi. Take advantage of natural flow patterns in drainage design and keep the amount of impervious surface as low as possible to reduce stormwater storage needs.
   d. *Erosion and Sediment Control Plan*. The County will have a third-party review with corrections completed prior to submittal for Department of Environmental Quality (DEQ) review and approval. The owner or operator shall construct, maintain, and operate the project in compliance with the approved plan. An E&S bond (or other security) will be posted for the construction portion of the project.
   e. *Stormwater Management Plan*. The County will have a third-party review with corrections completed prior to submittal for DEQ review and approval. The owner or operator shall construct, maintain, and operate the project in compliance with the approved plan. A stormwater control bond (or other security) will be posted for the project for both construction and post construction as applicable and determined by the Zoning Administrator.
   f. *Solar Facility Screening and Vegetation Plan*. The owner or operator shall construct, maintain, and operate the facility in compliance with the approved plan. A separate security shall be posted for the ongoing maintenance of the project's vegetative buffers in an amount deemed sufficient by the Zoning Administrator.
   g. The Applicant will compensate the County in obtaining an independent third-party review of any site plans or construction plans or part thereof.
   h. The design, installation, maintenance, and repair of the Solar Facility shall be in accordance with the most current National Electrical Code (NFPA 70) available (2017 version or later as applicable).

3. Operations.
   a. *Permanent Security Fence*. The Applicant shall install a permanent security fence, consisting of chain link, 2-inch square mesh, 6 feet in height, surmounted by three strands of barbed wire, around the Solar Facility prior to the commencement of operations of the Solar Facility.

Failure to maintain the fence in a good and functional condition will result in revocation of the permit.

b. Lighting. Any on-site lighting provided for the operational phase of the Solar Facility shall be dark-sky compliant, shielded away from adjacent properties, and positioned downward to minimize light spillage onto adjacent properties.

c. Noise. Daytime noise will be under 67 dBA during the day with no noise emissions at night.

d. Ingress/Egress. Permanent access roads and parking areas will be stabilized with gravel, asphalt, or concrete to minimize dust and impacts to adjacent properties.

4. Buffers.
   a. Setbacks.
      i. A minimum 150-foot setback, which includes a 50-foot planted buffer as described below, shall be maintained from a principal Solar Facility structure to the street line (edge of right-of-way) where the Property abuts any public rights-of-way.
      ii. A minimum 150-foot setback, which includes a 50-foot planted buffer as described below, shall be maintained from a principal Solar Facility structure to any adjoining property line which is a perimeter boundary line for the project area.
   b. Screening. A minimum 50-foot vegetative buffer (consisting of existing trees and vegetation) shall be maintained. If there is no existing vegetation or if the existing vegetation is inadequate to serve as a buffer as determined by the Zoning Administrator, a triple row of trees and shrubs will be planted on approximately 10-foot centers in the 25 feet immediately adjacent to the security fence. New plantings of trees and shrubs shall be approximately 6 feet in height at time of planting. In addition, pine seedlings will be installed in the remaining 25 feet of the 50-foot buffer. Ancillary project facilities may be included in the buffer as described in the application where such facilities do not interfere with the effectiveness of the buffer as determined by the Zoning Administrator.
   c. Wildlife corridors. The Applicant shall identify an access corridor for wildlife to navigate through the Solar Facility. The proposed wildlife corridor shall be shown on the site plan submitted to the County. Areas between fencing shall be kept open to allow for the movement of migratory animals and other wildlife.

5. Height of Structures. Solar facility structures shall not exceed 15 feet, however, towers constructed for electrical lines may exceed the maximum permitted height as provided in the zoning district regulations, provided that no structure shall exceed the height of 25 feet above ground level, unless required by applicable code to interconnect into existing electric infrastructure or necessitated by applicable code to cross certain structures (e.g. pipelines).

6. Inspections. The Applicant will allow designated County representatives or employees access to the facility at any time for inspection purposes as set forth in their application.

7. Training. The Applicant shall arrange a training session with the Fire Department to familiarize personnel with issues unique to a solar facility before operations begin.

8. Compliance. The Solar Facility shall be designed, constructed, and tested to meet relevant local, state, and federal standards as applicable.

9. Decommissioning.
   a. Decommissioning Plan. The Applicant shall submit a decommissioning plan to the County for approval in conjunction with the building permit. The purpose of the decommissioning plan is to specify the procedure by which the Applicant or its successor would remove the Solar Facility after the end of its useful life and to restore the property for agricultural uses.
   b. Decommissioning Cost Estimate. The decommissioning plan shall include a decommissioning cost estimate prepared by a State licensed professional engineer.
      i. The cost estimate shall provide the gross estimated cost to decommission the Solar Facility in accordance with the decommissioning plan and these conditions. The decommissioning cost estimate shall not include any estimates or offsets for the resale or salvage values of the Solar Facility equipment and materials.
      ii. The Applicant, or its successor, shall reimburse the County for an independent review and analysis by a licensed engineer of the initial decommissioning cost estimate.
      iii. The Applicant, or its successor, will update the decommissioning cost estimate every 5 years and reimburse the County for an independent review and analysis by a licensed engineer of each decommissioning cost estimate revision.
   c. Security.
      i. Prior to the County's approval of the building permit, the Applicant shall provide decommissioning security in one of the two following alternatives:
         1. Letter of Credit for Full Decommissioning Cost: A letter of credit issued by a financial institution that has (i) a credit Rating from one or both of S&P and Moody's of at least A from S&P or A2 from Moody's and (ii) a capital surplus of at least $10,000,000,000; or (iii) other credit rating and capitalization reasonably acceptable to the County, in the full amount of the decommissioning estimate; or
         2. Tiered Security:
            a. 10 percent of the decommissioning cost estimate to be deposited in a cash escrow at a financial institution reasonably acceptable to the County; and
            b. 10 percent of the decommissioning cost estimate in the form of a letter of credit issued by

a financial institution that has (i) a credit rating from one or both of S&P and Moody's of at least A from S&P or A2 from Moody's and (ii) a capital surplus of at least $10,000,000,000, or (iii) other credit rating and capitalization reasonably acceptable to the County, with the amount of the letter of credit increasing by an additional 10 percent each year in years 2–9 after commencement of operation of the Solar Facility; and

c. The Owner, not the Applicant, will provide its guaranty of the decommissioning obligations. The guaranty will be in a form reasonably acceptable to the County. The Owner, or its successor, should have a minimum credit rating of (i) Baa3 or higher by Moody's or (ii) BBB- or higher by S&P; and

d. In the tenth year after operation, the Applicant will have increased the value of the letter of credit to 100 percent of the decommissioning cost estimate. At such time, the Applicant may be entitled to a return of the 10 percent cash escrow.

ii. Upon the receipt of the first revised decommissioning cost estimate (following the 5th anniversary), any increase or decrease in the decommissioning security shall be funded by the Applicant or refunded to Applicant (if permissible by the form of security) within 90 days and will be similarly trued up for every subsequent five-year updated decommissioning cost estimate.

iii. The security must be received prior to the approval of the building permit and must stay in force for the duration of the life span of the Solar Facility and until all decommissioning is completed. If the County receives notice or reasonably believes that any form of security has been revoked or the County receives notice that any security may be revoked, the County may revoke the special use permit and shall be entitled to take all action to obtain the rights to the form of security.

d. Applicant/Property Owner Obligation. Within 6 months after the cessation of use of the Solar Facility for electrical power generation or transmission, the Applicant or its successor, at its sole cost and expense, shall decommission the Solar Facility in accordance with the decommissioning plan approved by the County. If the Applicant or its successor fails to decommission the Solar Facility within 6 months, the property owners shall commence decommissioning activities in accordance with the decommissioning plan. Following the completion of decommissioning of the entire Solar Facility arising out of a default by the Applicant or its successor, any remaining security funds held by the County shall be distributed to the property owners in a proportion of the security funds and the property owner's acreage ownership of the Solar Facility.

e. Applicant/Property Owner Default; Decommissioning by the County.

i. If the Applicant, its successor, or the property owners fail to decommission the Solar Facility within 6 months, the County shall have the right, but not the obligation, to commence decommissioning activities and shall have access to the property, access to the full amount of the decommissioning security, and the rights to the Solar Facility equipment and materials on the property.

ii. If applicable, any excess decommissioning security funds shall be returned to the current owner of the property after the County has completed the decommissioning activities.

iii. Prior to the issuance of any permits, the Applicant and the property owners shall deliver a legal instrument to the County granting the County (1) the right to access the property, and (2) an interest in the Solar Facility equipment and materials to complete the decommissioning upon the Applicant's and property owner's default. Such instrument(s) shall bind the Applicant and property owners and their successors, heirs, and assigns. Nothing herein shall limit other rights or remedies that may be available to the County to enforce the obligations of the Applicant, including under the County's zoning powers.

f. Equipment/Building Removal. All physical improvements, materials, and equipment related to solar energy generation, both surface and subsurface components, shall be removed in their entirety. The soil grade will also be restored following disturbance caused in the removal process. Perimeter fencing will be removed and recycled or reused. Where the current or future landowner prefers to retain the fencing, these portions of fence will be left in place.

g. Infrastructure Removal. All access roads will be removed, including any geotextile material beneath the roads and granular material. The exception to removal of the access roads and associated culverts or their related material would be upon written request from the current or future landowner to leave all or a portion of these facilities in place for use by that landowner. Access roads will be removed within areas that were previously used for agricultural purposes and topsoil will be redistributed to provide substantially similar growing media as was present within the areas prior to site disturbance.

h. Partial Decommissioning. If decommissioning is triggered for a portion, but not the entire Solar Facility, then the Applicant or its successor will commence and complete decommissioning, in accordance with the decommissioning plan, for the applicable portion of the Solar Facility; the remaining portion of the Solar Facility would continue to be subject to the decommissioning plan. Any reference to decommissioning the Solar Facility shall include the obligation to decommission all or a portion of the Solar Facility whichever is applicable with respect

to a particular situation.

10. Power Purchase Agreement. At the time of the Applicant's site plan submission, the Applicant shall have executed a power purchase agreement with a third-party providing for the sale of a minimum of 80% of the Solar Facility's anticipated generation capacity for not less than 10 years from commencement of operation. Upon the County's request, the Applicant shall provide the County and legal counsel with a redacted version of the executed power purchase agreement.

Order ID: 7588375

* Agency Commission not included

GROSS PRICE * : **$143.29**

PACKAGE NAME: IL Govt Legal Aurora Beacon

Product(s): SubTrib_Aurora Beacon News, Publicnotices.com

AdSize(s): 1 Column

Run Date(s): Friday, February 23, 2024

Zone: Full Run

Color Spec. B/W

Preview

PUBLIC NOTICE OF A HEARING BEFORE THE UNITED CITY OF YORKVILLE PLANNING AND ZONING COMMISION PZC 2024-06

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission of the United City of Yorkville will conduct a public hearing on March 13, 2024 at 7:00PM at the Yorkville City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, regarding an amendment to Section 10-4-13 Alternative Energy Use Standards regarding solar farms of the Yorkville Unified Development Ordinance.

The proposed text amendment provides additional regulations requiring a minimum distance of one-thousand feet (1,000') from the nearest solar array to a major corridor and the Fox River. Additional minor proposed text amendments include typographical errors, clarification regarding solar glare, proof of utility service provider, and easement requirements.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

JORI BEHLAND
City Clerk
02/23/2024 7588375

Reviewed By:	
Legal	■
Finance	☐
Engineer	■
City Administrator	■
Purchasing Manager	☐
Community Development	■
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

New Business #6

Tracking Number

EDC 2024-19

Agenda Item Summary Memo

Title: Corneils Road Solar – Solar Farm (Annex, Rezone and Special Use)

Meeting and Date: Economic Development Committee – March 5, 2024

Synopsis: Requested Annexation, Rezoning and Special Use approval for a proposed alternative energy system or "solar farm".

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti Barksdale – Noble, AICP (Name) Community Development (Department)

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

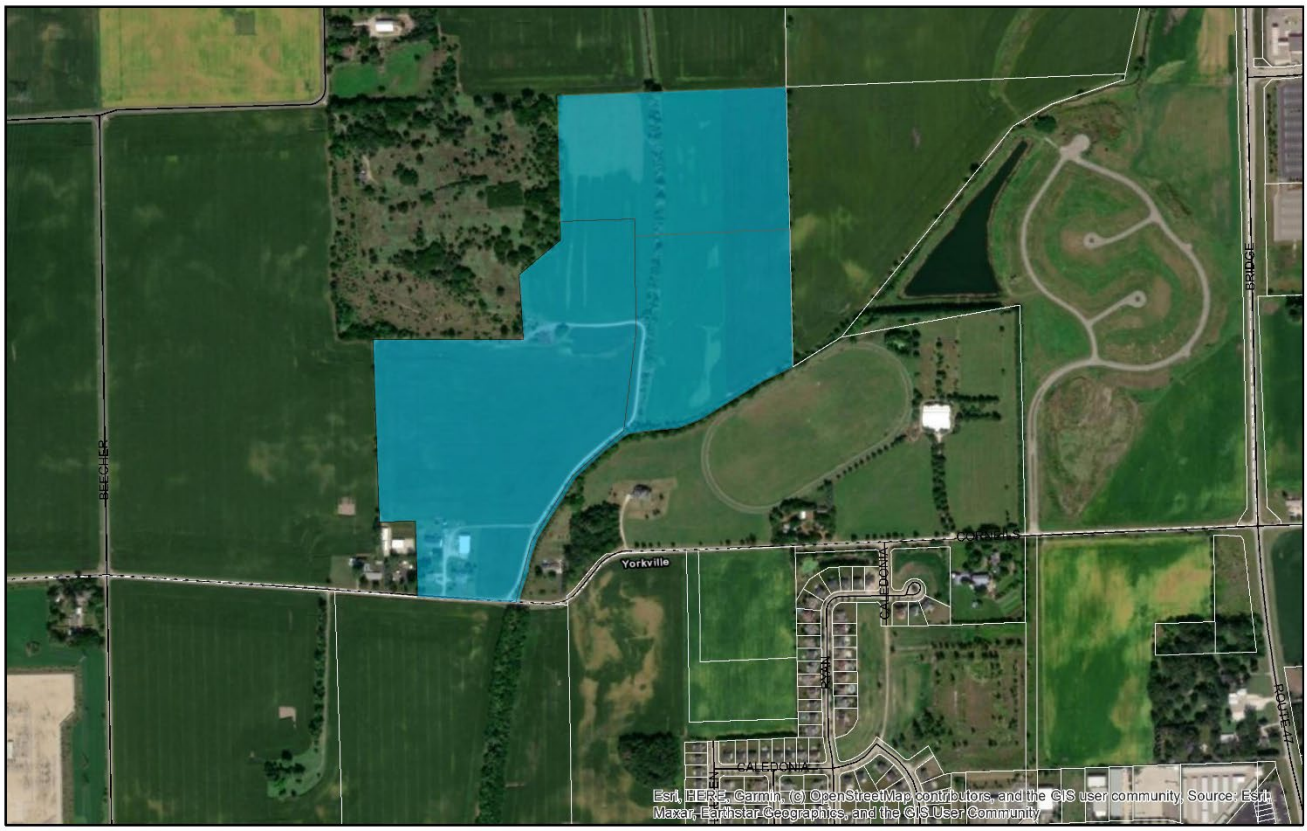
Memorandum

To: Economic Development Committee
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Sara Mendez, Planner I
Date: February 28, 2024
Subject: **PZC 2024-05 Corneils Road Solar, LLC/Nexamp, Inc. (Bennett)**
Annexation, Rezoning and Special Use

BACKGROUND AND PROJECT DESCRIPTION:

The petitioner, Daniel Kramer on behalf of Nexamp dba Corneils Road Solar, LLC, contract leasee, is requesting annexation, rezoning, and special use permit approval to construct a 5-megawatt (MW) alternating current (AC) freestanding community solar farm. As part of the request, the petitioner is seeking to construct a 4.99-megawatt (MW) alternating current (AC) freestanding commercial solar collector system and annex three (3) unincorporated agricultural parcels (#02-08-300-008, 02-08-300-011, and 02-08-300-012). The owners of the real property are Gary and Betty Bennett.

The proposed 35-acre solar farm will be situated on approximately 94 acres of existing farmland located in unincorporated Kendall County immediately north of Corneils Road, east of Beecher Road and west of IL Route 47 (N. Bridge Street). The property also consists of an existing farm homestead with accessory buildings.



Cornelis Solar Farm Location Map

United City of Yorkville, Illinois
Date: Febuary 21, 2024
File Location: I:\ARCGIS TEMPLATES:\Cornelis Solar Farm Loation Map

ANNEXATION REQUEST:

As mentioned, the applicant seeks annexation of three (3) unincorporated parcels, #02-08-300-008, 02-08-300-011, and 02-08-300-012, totaling approximately 94-acres for the purpose of constructing and operating a community solar farm on approximately 31 acres of the annexed area. Contiguity of the subject parcels and Yorkville's current corporate boundary is established immediately south of Corneils Road (Westbury South Village) and abutting to the east is the Westbury East Village. Both developments are unimproved but are entitled for mixed-use planned unit developments.

Annexation is contingent upon City Council approval of a requested rezoning to A-1 Agricultural District and special use authorization for the solar farm.

A draft annexation agreement has been provided for review and comment. Staff **recommends** a Plat of Annexation be provided as an exhibit to the annexation agreement. A public hearing for the proposed annexation is set for April 23, 2024 before the City Council.

REZONING REQUEST:

Per Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed to the city shall automatically be classified within the R-1 Single-Family Suburban Residential District. Therefore, the petitioner is seeking rezoning within the A-1 Agricultural District. This zoning classification would permit the continued farm use on the remainder of the annexed land.

Table 10-3-12(B) Alternative Energy Uses of the United City of Yorkville's Unified Development Ordinance identifies solar farms as special uses in the A-1 Agricultural District. Section 10-8-12 of the Unified Development Ordinance also states specific standards for rezoning which all recommendation bodies will review. The petitioner has provided responses to the established standards for each of the criteria provided in the application.

The subject property is currently located in unincorporated and zoned A-1 Special Use in Kendall County. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	A-1 SU/ M-3 SU (Unincorporated Kendall County)	Agriculture/ Trans/Communication/Utility
South	Corneils Road R-4 (Westbury South Village PUD)	Transportation/Agriculture
East	R-2, R-4, B-3 (Westbury East Village) Rob Roy Creek	Agriculture/Undeveloped Residential/Tributary
West	A-1 (Unincorporated Kendall County)	Residential/Agriculture

SPECIAL USE REQUEST:

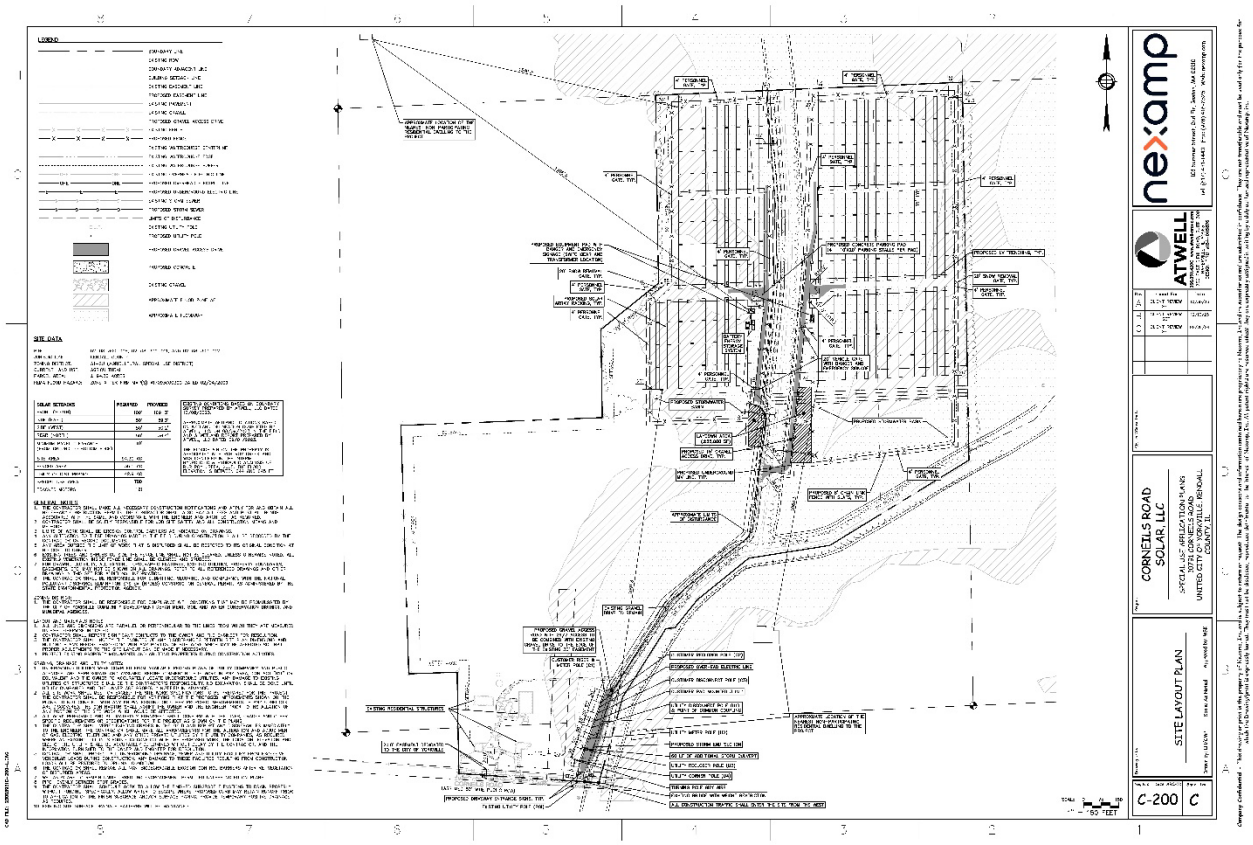
Simultaneously with the rezoning request, the applicant is seeking special use authorization. Below is a summary of the various components of the proposed 35-acre commercial solar farm development.

Location on Site

Section 10-4-13 Alternative Energy Use Standards in the City's Unified Development Ordinance provides setbacks specific for solar farm uses in the A-1 Agricultural District. The following compares the yard setbacks required, excluding fences, for ground-mounted solar farm uses:

	Minimum Setback for Equipment to Property Line	Proposed Setback
Front (South)	100 feet	~1,691.3 feet
Rear (North)	50 feet from nonresidential/100 feet from residential	~ 56.4 feet
Side (East)	50 feet from nonresidential/100 feet from residential	~ 59.3 feet
Side (West)	50 feet from nonresidential/100 feet from residential	~50.2 feet

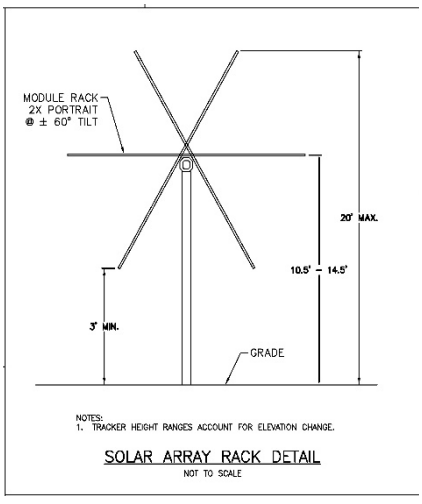
- It is noted within the project narrative there is a reference to the proposed solar system being over 1,000 feet from the nearest residential structure (from nearest existing residential structure to nearest proposed module).



The proposed commercial solar farm will consist of approximately 11,592 modules installed over ~31-acres of the existing farmland and enclosed within a fenced area, per the project narrative. The system will include two (2) central inverters and 1-2 transformers, per the Decommissioning Plan. Additionally, the inverters and transformers will be located within the fence and mounted on a concrete pad. The petitioner will enter a twenty (20) year lease with the property owner to operate the proposed community solar farm. The lease also has an option to extend the lease term for one (1) ten (10) year term and then for one or both of two (2) additional five (5) year terms.

ALTERNATIVE ENERGY SYSTEMS REGULATIONS:

Section 10-4-13: Alternative Energy Systems of the Unified Development Ordinance identifies solar energy systems (solar farms) as a special use within all zoning districts and establishes regulations which were used in the review of this request. The following describes how the proposed plan meets the regulations for Freestanding Solar Energy Systems:



Height

The maximum height for solar systems, equipment, and structures shall not exceed thirty feet (30') in height when ground mounted, per Section 10-4-13B.6 in the Unified Development Ordinance. The petitioner has submitted an exhibit (Sheet C-500 B Standard Details) illustrating a maximum solar array height as approx. 20 feet at maximum tilt.

Additionally, the petitioner's exhibit (Sheet C-06 A Standard Details) indicates a minimum solar array clearance as three (3) feet.

Distance from Residential Properties

In addition to meeting the required minimum setbacks, the closest array/module of the proposed solar farm will be ~1,336 feet from the property line of the nearest unincorporated residence located northwest on E. Beecher Road. Further, the overall solar farm project area is approximately 2,000 feet from the nearest residentially platted Yorkville property in the Caledonia subdivision located to the south.

Glare

Per the Unified Development Ordinance regarding Alternative Energy Systems for solar farms, the panels are to be placed such that the concentrated solar radiation or glare does is not directed onto nearby properties or roadways. The panels shall be placed to face east and rotate west to follow the path of the sun to collect the most sunlight throughout the day.

The petitioner has provided a Forgesolar Glare Analysis of three (3) observation points where glare could potentially be seen emitting from the PV arrays as either "green glare" of "yellow glare". Green glare is defined as a glare with low potential to cause an after image (flash blindness) when observed prior to a typical blink response time. While yellow glare is a glare with a higher potential to cause an after image when observed prior to a typical blink response. According to the analysis summary, none of the three (3) observation points produced a yellow or green glare at any time during the day light hours.

Additionally, the petitioner also states the solar modules will be treated with anti-reflective coating to further minimize glare. Staff defers to the City Engineer, who **recommends** a photometric plan will need to be provided as part of the final engineering plans.

FORGESOLAR GLARE ANALYSIS

Project: **Cornells Road Solar**
Site configuration: **Cornells Road Solar West**

Created 14 Dec, 2023
Updated 14 Dec, 2023
Time-step 1 minute
Timezone offset UTC-6
Minimum sun altitude 0.0 deg
DNI peaks at 1,000.0 W/m²
Category 500 kW to 1 MW
(1,000 kW / 8 acre limit)
Site ID 107946.18727

Ocular transmission coefficient 0.5
Pupil diameter 0.002 m
Eye focal length 0.017 m
Sun subtended angle 9.3 mrad
PV analysis methodology V2

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 1	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 2	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 3	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

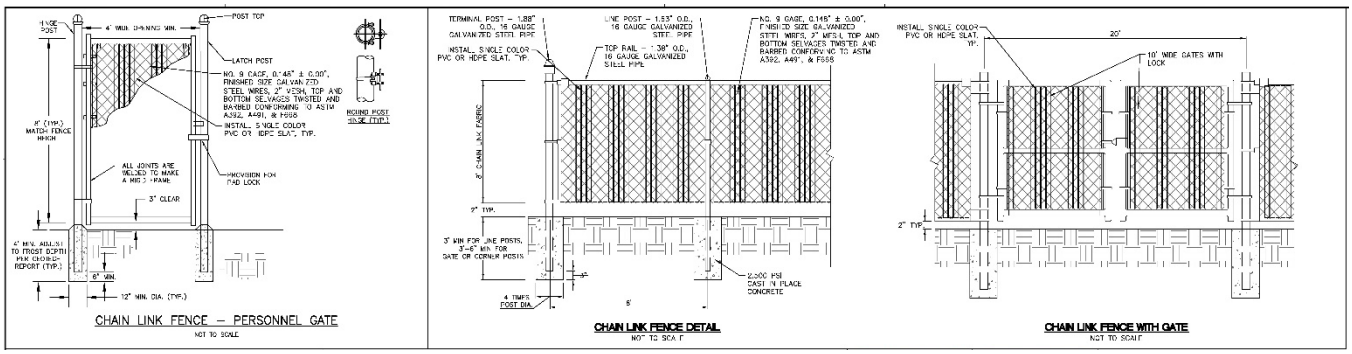
Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0

ForgeSolar

Page 1 of 22

Fencing

The petitioner had originally proposed an eight (8) foot tall, fixed knot farm fence to surround the perimeter of the solar farm with a 20-foot-wide double swinging vehicle access gate. As stated in Section 10-4-13B.9 of the Unified Development Ordinance, states that systems, equipment, and structures in solar farms shall be fully enclosed and secured by fence or wall with a height of eight (8) feet in height. Per staff's recommendation, the fence has been revised to an 8' tall, galvanized chain link fence with PVC or HDPE slats, as illustrated below.



Noise
Per the petitioner's project summary, the transformer is the greatest source of noise on the property. As proposed, the transformer will be centrally located within the fenced area on either side of the 100' water course buffer. The transformer is located about 1,966 feet to the nearest residences located to the northwest on E. Beecher Road. Noise levels measured at the property line will not exceed fifty (50) decibels.

Accessory Use
Section 10-4-13-A-2 of the Unified Development Ordinance states that alternative energy systems shall be an accessory to the principal permitted use. The proposed solar farm will be accessory to the existing agricultural/farming land use, as only portion of the overall land is proposed for the community solar farm use (approx. 31.0 acres of 94 acres or ~33%). Additionally, the solar farm may occupy up to 80% of a given parcel. At this time, the petitioner is not seeking to consolidate the three (3) parcels. Therefore, the maximum coverage of the solar panels on each lot is provided on the table to the right.

PARCEL	AREA	MAXIMUM LOT COVERAGE
02-08-300-011	23.60	18.88 acres
02-08-300-008	47.75	38.20 acres
02-08-300-012	21.94	17.55 acres

Signage
Per Section 10-4-13B.9.a.(1) and (2) of the Yorkville Unified Development Ordinance, warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm. Additionally, signs shall be less than four (4) square feet and made with letters and numbers at least three (3) inches in height and shall include the 911 address and an emergency phone number of the operator which shall be answered twenty-four (24) hours a day by a live operator. A nonemergency phone number for the operator shall also be displayed. The petitioner has provided plans that indicates contact information signage will be located on the solar farm's fence.

Utilities and Electric Service Provider
Per Section 1-4-13B.4 of the Unified Development Ordinance, power and communication lines running between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground. The proposed community solar farm will not require public utilities such as water or sanitary sewer. The routing of the electrical infrastructure required to connect to the ComEd system includes electrical cables installed underground for the entire project with the exception of a series of overhead poles (approx. 4) for a wire connection near Corneils Road.

The petitioner has provided evidence that the electric utility service has been notified of the owner's intent to install an interconnected customer owned electricity generator. A copy of an Interconnection Agreement, as prepared by ComEd dated 03/2/2023.

Access Road
The proposed site access is via Corneils Road through an existing gravel driveway. The plan proposes to connect a new 15' wide gravel access drive into the fenced area with the solar system. The path provides access to the equipment, however, no formal parking stalls are provided, as no buildings, employees are planned on the site except for the occasional mowing or maintenance visits. Per Section 10-4-13B.5 of the Unified Development Ordinance, off street parking provided on-site shall be on a paved and gravel roads are not permitted. Petitioner has provided details regarding the proposed material for the access road, and staff defers to the City Engineer for approved roadway composition.

Landscape Plan
While landscaping is not required for solar farm uses, the petitioner had provided a landscape mix consistent with IDOT's class 7 seed mix outside fenced areas and site-specific pollinator friendly seed mix within the fenced areas beneath the solar panels.

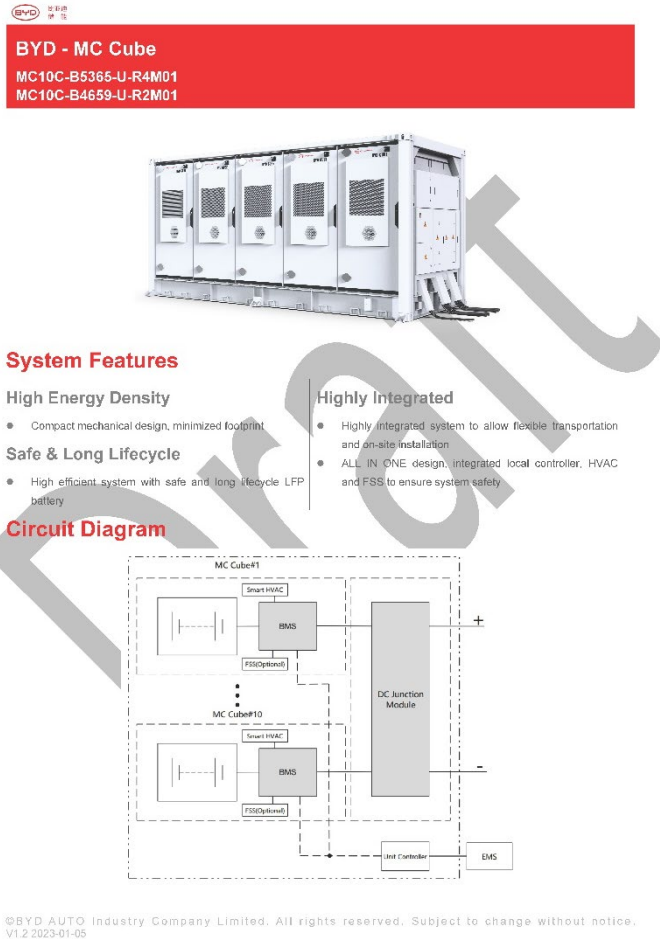
Abandoned Systems

In the Unified Development Ordinance, Section 10-4-13-A.3 states all alternative energy systems inactive or inoperable for a period of 12 continuous months shall be deemed abandoned and the owner is required to repair or remove the system from the property at the owner's expense within 90 days of notice from the City. To ensure compliance, the petitioner has provided a decommission plan narrative and construction estimate of $540,900.13 at year 25 with a 3% annual inflation rate. Subject to the City Engineer's concurrence with the estimate, **staff recommends** a security guarantee in this amount and in a form acceptable to the City Engineer as a condition of the Special Use approval.

In addition to the security guarantee, staff **also recommends** a blanket easement over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code, as a condition of the Special Use approval. The petitioner is aware of these conditions which will be a part of their special use authorization.

Battery Energy Storage System

The proposal also includes a Battery Energy Storage system located on the west side of the Rob Roy Creek drainage ditch, near the center of the fenced in solar farm. Per Table 10-3-12(B) Permitted and Special Uses in the Unified Development Ordinance, battery energy storage systems as primary uses are only permitted in the manufacturing districts. Since this battery storage system appears to be an accessory use, staff has requested additional information on the system. If authorized by the City Council, any conditions related to the use of the system recommended by the Building Code Official will be incorporated in the special use.



Special Use Standards

Section 10-8-5-D state specific standards for special use which all recommendation bodies will review. The petitioner has provided answers to each of the criteria in the application as well as providing an additional attachment to these standards which are included in the packet for your review and will be entered into the public record as part of the public hearing process.

ENGINEERING COMMENTS:

Please refer to the attached comments prepared by Engineering Enterprises Inc. (EEI) dated January 10, 2024 and revised February 15, 2024. The petitioner has responded to the letter with comments provided February 28, 2024, which are attached for your review. The work items listed in the review letter will become conditions for the Special Use and a requirement for issuance of a building permit.

STAFF COMMENTS:

The City's Economic Development Committee has provided guidance at their January 2, 2024 meeting to staff regarding the acceptable locations of solar fam developments within Yorkville which are as follows: a minimum 1,000-foot buffer between the nearest solar array and a major roadway; a minimum 1,000-foot buffer between the nearest solar array and the Fox River; and a maximum of five (5) solar farms citywide.

Draft

While these recommendations have not been approved, as an amendment to the Yorkville Unified Development Ordinance is anticipated to be voted on in late March 2024, the proposed location of the Corneils Road Solar Farm meets the above recommended criteria.

This request is tentatively scheduled for a public hearing on April 10, 2024 for rezoning and special use consideration before the Planning and Zoning Commission and a public hearing at the April 23, 2024 City Council meeting for the annexation agreement. Staff and the petitioner are seeking comments from the Economic Development Committee about the proposed solar farm before these public hearings.

ATTACHMENTS:

1. Draft Annexation Agreement
2. Revised Plan submittal date last revised 02/26/24
3. Construction Traffic exhibit dated 02/26/24
4. Engineer's Opinion of Probable Decommissioning Cost dated 2/26/24
5. EEI Comments with Atwell Responses submitted 02/28/24
6. Technical Specifications for Battery Storage Cube
7. Annexation Agreement Application
8. Rezoning Application
9. Special Use Application
10. Corneils Road Solar Project Narrative with Attachments
11. Option and Ground Lease Agreement dated 11-26-2022
12. Illinois Department of Agriculture Letter dated 12-5-23
13. Natural Resource Information Report dated January 2024
14. Plan Council Packet (12-08-2022)
15. Public Hearing Notices

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter ("*Agreement*"), is made and entered into this _____ day of _____, 2024, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as "*City*" and Gary and Betty Bennett, hereinafter jointly referred to as "*Owner*".

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property, which is legally described in *Exhibit A* attached hereto, consisting of approximately 94 acres, more or less (the "*Subject Property*"); and,

WHEREAS, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as A-1 Agricultural District with a special use for a solar farm; and,

WHEREAS, it is the desire of the Mayor and City Council (the "*Corporate Authorities*") to annex the Subject Property and permit the solar farm as a special use, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and,

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and,

WHEREAS, all notices and publications as required by law relating to the zoning and special use of the Subject Property and the Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the "*Municipal Code*"); and,

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and,

WHEREAS, the Planning and Zoning Commission of the City and has duly held all public hearings relating to zoning and special use for the solar farm, all as required by the provisions of the City's Zoning Code and the Municipal Code (the "*Municipal Code*"); and,

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be placed in the A-1 Agricultural District; and,

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq*. of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq*.), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the City and the Owner agree as follows:

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq*. of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. Zoning.

A. The City hereby agrees, contemporaneously with annexation, the Subject Property shall be classified and shall be zoned as A-1 Agricultural District.

B. The City and the Owner agree that annexation is contingent upon approval of a special use application for a solar farm which will be considered contemporaneously with the petition for annexation and rezoning submitted to the City.

Section 3. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees, and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

Section 4. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

Before any failure of any part of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

To the City: United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to: Kathleen Field Orr
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 North Naper Boulevard
Suite 350
Naperville, Illinois 60563

To the Owner: Gary and Betty Bennett
11159 Faxon Road
Yorkville, IL, 60560

To the Lessee: Matt Kwiatkowski
Nexamp Solar, LLC
Corneils Road Solar, LLC
101 Summer Street
2nd Floor
Boston, MA 02110

Section 6. Agreement to Prevail over Ordinances.

In the event of any conflict between this Agreement and any ordinances of the City in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provisions of this Agreement shall prevail to the of any such conflict or inconsistency.

Section 7. Provisions.

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this Agreement and, to that end, any terms, conditions, and provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

Gary Bennett

By: _____
Owner

Betty Bennett

By: _____
Owner

CORNEILS ROAD SOLAR, LLC

A 4.99 MW (AC) GROUND-MOUNTED SOLAR POWER GENERATING FACILITY

10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

SPECIAL USE APPLICATION PLANS

DEVELOPMENT TEAM

PROJECT OWNER
NEXAMP, INC.
101 SUMMER STREET, SECOND FLOOR
BOSTON, MA 02110
PHONE: (617) 431-1440

APPLICANT/CONTRACTOR
CORNEILS ROAD SOLAR, LLC
101 SUMMER STREET, SECOND FLOOR
BOSTON, MA 02110
PHONE: (317) 760-3190
CONTACT: MATT KWIATKOWSKI

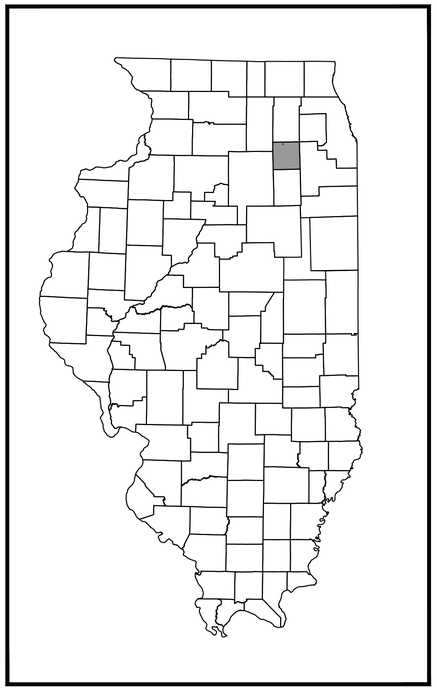
CIVIL ENGINEER/LANDSCAPE ARCHITECT/SURVEYOR
ATWELL, LLC
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
PHONE: (630) 577-0800
FAX: (630) 577-0900
CONTACT: MICHAEL KEITH, P.E.

GOVERNING AGENCIES CONTACTS

PLANNING
UNITED CITY OF YORKVILLE
651 PRARIE POINTE DRIVE
YORKVILLE, IL 60560
(630) 553-8573
CONTACT: KRYSTI BARKSDALE-NOBLE

HIGHWAY
UNITED CITY OF YORKVILLE ENGINEERING DEPARTMENT
651 PRAIRIE POINTE DRIVE
YORKVILLE, ILLINOIS, 60560
(630) 466-6700

EROSION & SEDIMENTATION
KENDALL COUNTY SOIL & WATER CONSERVATION DISTRICT
7775A ROUTE 47
YORKVILLE, IL 60560
(630) 553-5821 X 3
CONTACT: JULIE BROWN



ILLINOIS
NOT TO SCALE

SHEET INDEX

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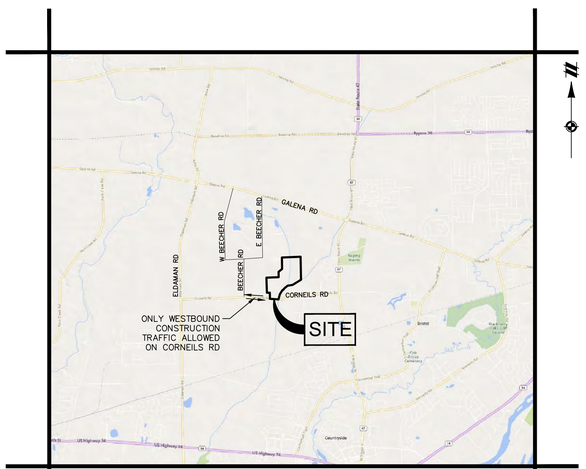
C-100	EXISTING CONDITIONS PLAN
C-200	SITE LAYOUT PLAN
C-300	STORMWATER MANAGEMENT PLAN
C-400	LANDSCAPE PLAN
C-500	STANDARD DETAILS

KENDALL COUNTY
NOT TO SCALE



VICINITY MAP
SCALE: 1" = 5000'

Know what's **below.** **Call** before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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CAD FILE: 230039310-000-CV.DWG

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NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

Rev	Issued For	Date
A	CLIENT REVIEW SET	10/30/23
B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNEILS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
COVER SHEET

Drawn by: LH/CMP | Scale: As Noted | Approved by: MBK

Dwg No: C-000 | Size: ARCH D | Sheet Rev: C

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LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- EXISTING EASEMENT LINE
- EXISTING SETBACK LINE
- EXISTING CONTOUR (640 / 642)
- EXISTING PAVEMENT
- EXISTING GRAVEL
- EXISTING STORM SEWER
- EXISTING OVERHEAD ELECTRIC (OHE)
- EXISTING OVERHEAD CABLE (OHTV)
- ROB ROY CREEK
- EXISTING FENCE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WATERCOURSE BUFFER
- EXISTING VEGETATION LINE
- SECTION CORNER
- FOUND IRON ROD (oF)
- FOUND PK NAIL (×F)
- EXISTING SIGN
- EXISTING TREE
- EXISTING SANITARY MANHOLE
- EXISTING FLARED END SECTION
- EXISTING TELEPHONE RISER (T)
- EXISTING ELECTRIC MARKER
- EXISTING UTILITY POLE (oU.P.)
- EXISTING MAILBOX
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING BUILDING
- EXISTING GRAVEL
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY

SITE DATA

PIN:	02-08-300-008, 02-08-300-011, AND 02-08-300-012
JURISDICTION:	KENDALL COUNTY
ZONING DISTRICT:	A1-SU (AGRICULTURAL SPECIAL USE DISTRICT)
CURRENT LAND USE:	AGRICULTURAL
PARCEL AREA:	± 94.30 ACRES
FEMA FLOOD HAZARD:	ZONE X PER FIRM MAP(S) #17093C0030G DATED 02/04/2009

SOLAR ZONING SETBACKS	REQUIRED
FRONT (SOUTH):	100'
SIDE (EAST):	50'
SIDE (WEST):	50'
REAR (NORTH):	50'

EXISTING CONDITIONS BASED ON BOUNDARY SURVEY PREPARED BY ATWELL, LLC DATED 12/08/2023.

APPROXIMATE WETLAND LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023.

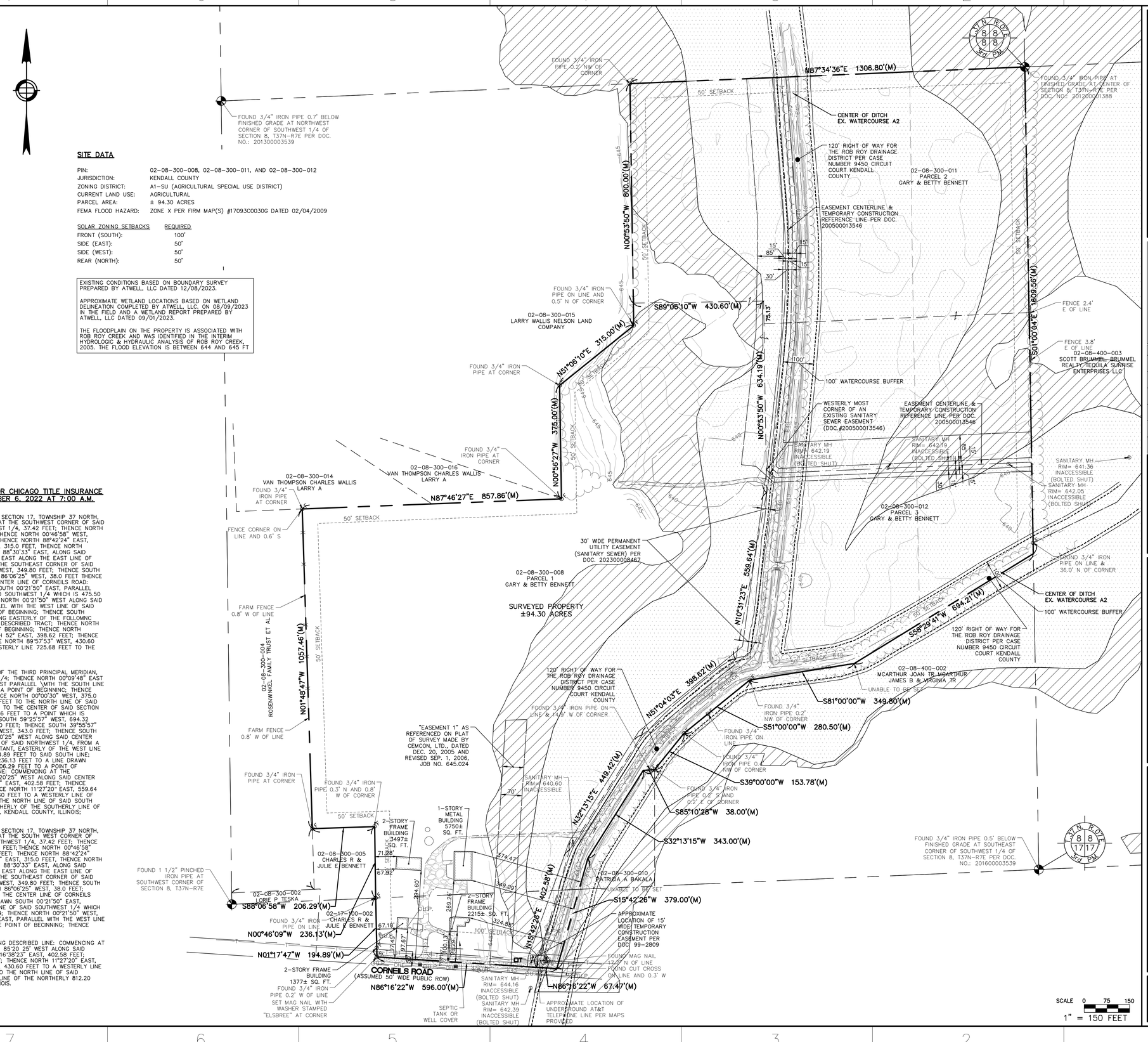
THE FLOODPLAIN ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005. THE FLOOD ELEVATION IS BETWEEN 644 AND 645 FT

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP AS ISSUING AGENT FOR CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. IL1808635--166, COMMITMENT DATE: SEPTEMBER 6, 2022 AT 7:00 A.M.

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNELS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOMNC DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNELS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTH WEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNELS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET

TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20 25' WEST ALONG SAID CENTER LINE OF CORNELIS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.



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DESIGN FIRM #184-005878

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C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNELS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNELIS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
EXISTING CONDITIONS PLAN

Drawn by: LH/CMP | Scale: As Noted | Approved by: MBK

Dwg No: C-100 | Size: ARCH D | Sheet Rev: C

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CAD FILE: 23003931C-100-EC.DWG

LEGEND

- BOUNDARY LINE
- EXISTING ROW
- BOUNDARY ADJACENT LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING PAVEMENT
- EXISTING GRAVEL
- PROPOSED GRAVEL ACCESS DRIVE
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WATERCOURSE BUFFER
- EXISTING OVERHEAD ELECTRIC LINE
- PROPOSED OVERHEAD ELECTRIC LINE
- PROPOSED UNDERGROUND ELECTRIC LINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- LIMITS OF DISTURBANCE
- EXISTING UTILITY POLE
- PROPOSED UTILITY POLE
- PROPOSED GRAVEL ACCESS DRIVE
- PROPOSED CONCRETE
- EXISTING GRAVEL
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY

SITE DATA

PIN: 02-08-300-008, 02-08-300-011, AND 02-08-300-012
JURISDICTION: KENDALL COUNTY
ZONING DISTRICT: A1-SU (AGRICULTURAL SPECIAL USE DISTRICT)
CURRENT LAND USE: AGRICULTURAL
PARCEL AREA: ± 94.30 ACRES
FEMA FLOOD HAZARD: ZONE X PER FIRM MAP(S) #17093C0030G DATED 02/04/2009

SOLAR SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	100'	1691.3'
SIDE (EAST)	50'	59.3'
SIDE (WEST)	50'	50.2'
REAR (NORTH)	50'	56.4'
MINIMUM PANEL CLEARANCE (FROM GROUND TO BOTTOM EDGE)	10'	
SITE AREA	94.30 AC	
FENCED AREA	35.5 AC	
LIMITS OF DISTURBANCE	42.9 AC	
SPECIAL USE AREA	TBD	
TRACKER MOTORS	121	

EXISTING CONDITIONS BASED ON BOUNDARY SURVEY PREPARED BY ATWELL, LLC DATED 12/08/2023.

APPROXIMATE WETLAND LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC. ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023.

THE FLOODPLAIN ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005. THE FLOOD ELEVATION IS BETWEEN 644 AND 645 FT

GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS. THE CONTRACTOR SHALL ALSO PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE ENGINEER AND ARCHITECT AS REQUIRED.
2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AND ALL CONSTRUCTION MEANS AND METHODS.
3. LIMITS OF WORK SHALL BE EROSION CONTROL BARRIERS AS INDICATED ON DRAWINGS.
4. ANY ALTERATION TO THESE DRAWINGS MADE IN THE FIELD DURING CONSTRUCTION SHALL BE RECORDED BY THE CONTRACTOR ON RECORD DOCUMENTS.
5. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
6. EXISTING TREES AND SHRUBS OUTSIDE THE FENCE LINE SHALL NOT BE CLEARED, UNLESS OTHERWISE NOTED. ALL EXISTING VEGETATION INSIDE FENCE LINE SHALL BE CLEARED AND GRUBBED.
7. FOR DRAWING LEGIBILITY, ALL EXISTING TOPOGRAPHIC FEATURES, EXISTING UTILITIES, PROPERTY BOUNDARIES, EASEMENTS, ETC. MAY NOT BE SHOWN ON ALL DRAWINGS. REFER TO ALL REFERENCED DRAWINGS AND OTHER DRAWINGS IN THIS SET FOR ADDITIONAL INFORMATION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING, SECURING, AND COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT, AS ADMINISTERED BY THE STATE ENVIRONMENTAL PROTECTION AGENCY.

ZONING DISTRICT:

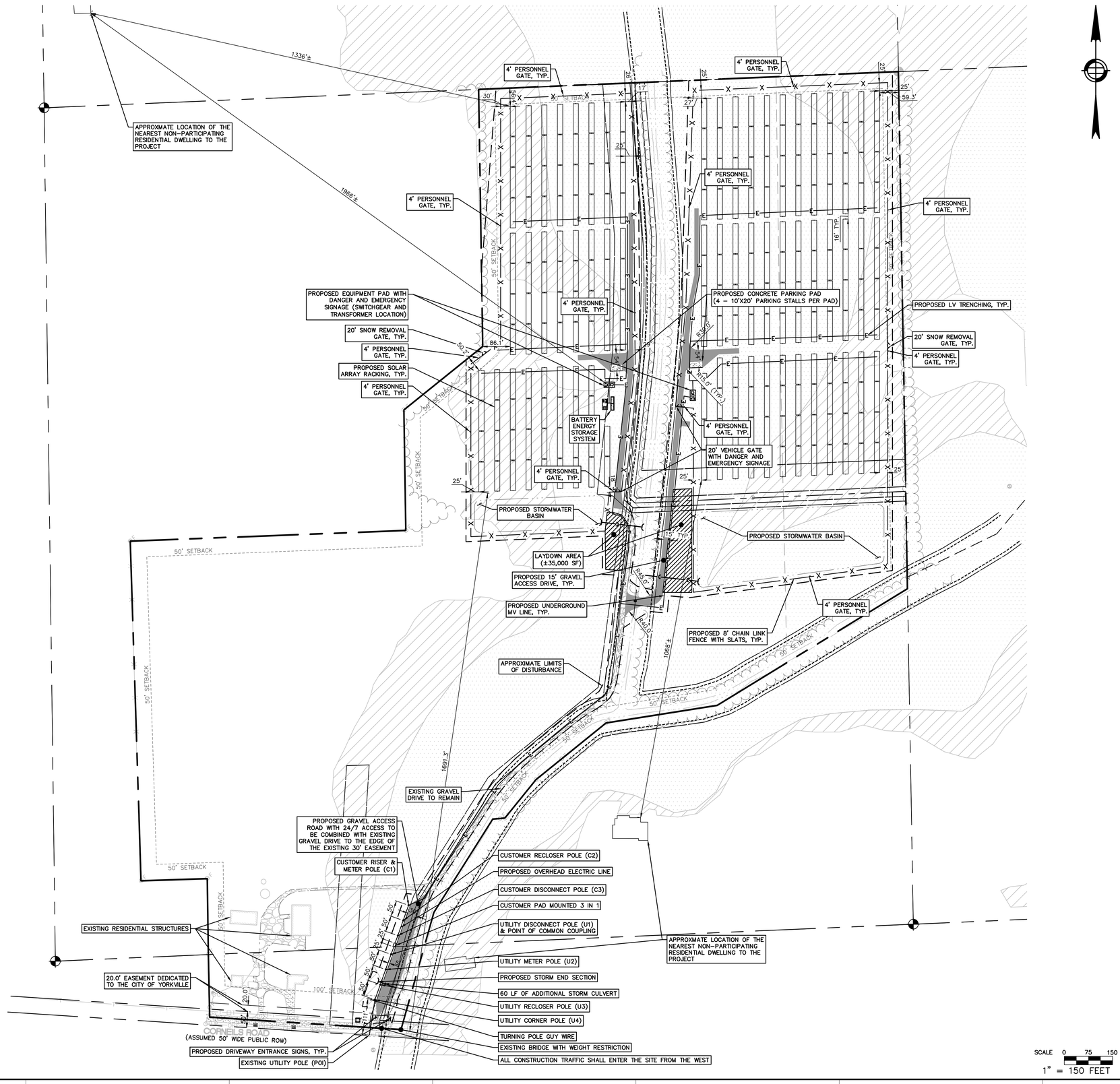
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH CONDITIONS THAT MAY BE PROMULGATED BY THE **CITY OF YORKVILLE COMMUNITY DEVELOPMENT DEPARTMENT, SOIL AND WATER CONSERVATION DISTRICT, AND MUNICIPAL AGENCIES.**

LAYOUT AND MATERIALS NOTES:

1. ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
2. CONTRACTOR SHALL REPORT SIGNIFICANT CONFLICTS TO THE OWNER AND THE ENGINEER FOR RESOLUTION.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN SITE PLAN DIMENSIONS AND BUILDING PLANS BEFORE PROCEEDING WITH ANY PORTION OF SITE WORK WHICH MAY BE AFFECTED SO THAT PROPER ADJUSTMENTS TO THE SITE LAYOUT CAN BE MADE IF NECESSARY.
4. PROTECT EXISTING PROPERTY MONUMENTS AND ABUTTING PROPERTIES DURING CONSTRUCTION ACTIVITIES.

GRADING, DRAINAGE AND UTILITY NOTES:

1. UNDERGROUND UTILITIES WERE COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES, ARE APPROXIMATE AND ASSUMED. BEFORE COMMENCING SITE WORK IN ANY AREA, CONTACT "811" OR EQUIVALENT AND THE OWNER TO ACCURATELY LOCATE UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. NO EXCAVATION SHALL BE DONE UNTIL UTILITY COMPANIES AND THE OWNER ARE PROPERLY NOTIFIED IN ADVANCE.
2. ALL SITE WORK SHALL MEET OR EXCEED THE SITE WORK SPECIFICATIONS TO BE PREPARED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.
3. ALL WORK PERFORMED AND ALL MATERIALS FURNISHED SHALL CONFORM WITH THE LINES, GRADES AND OTHER SPECIFIC REQUIREMENTS OR SPECIFICATIONS FOR THE PROJECT AS SHOWN ON THE PLANS.
4. THE CONTRACTOR SHALL VERIFY EXISTING GRADES IN THE FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANIES, AS REQUIRED. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE OWNER AND ENGINEER FOR RESOLUTION.
5. CONTRACTOR SHALL PROTECT ALL UNDERGROUND DRAINAGE, SEWER AND UTILITY FACILITIES FROM EXCESSIVE VEHICULAR LOADS DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES RESULTING FROM CONSTRUCTION LOADS WILL BE RESTORED TO ORIGINAL CONDITION.
6. THE CONTRACTOR SHALL REMOVE ALL NON-BIODEGRADABLE EROSION CONTROL BARRIERS AFTER RE-VEGETATION OF DISTURBED AREAS.
7. WETLANDS ARE TO REMAIN UNDISTURBED. NO ENCROACHMENT PERMITTED UNLESS NOTED ON PLANS.
8. PITCH EVENLY BETWEEN SPOT GRADES.
9. THE CONTRACTOR SHALL SCHEDULE WORK TO ALLOW THE FINISHED SUBGRADE ELEVATIONS TO DRAIN PROPERLY WITHOUT PONDING. SPECIFICALLY, ALLOW WATER TO ESCAPE WHERE PROPOSED CURB MAY RETAIN RUNOFF PRIOR TO APPLICATION OF THE FINISH SUBGRADE AND/OR SURFACE PAVING. PROVIDE TEMPORARY POSITIVE DRAINAGE AS REQUIRED.
10. EXISTING SITE SURFACE DRAINAGE PATTERNS WILL BE MAINTAINED.



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P.E. seal/Consultant:

Project:
CORNELS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNELS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
SITE LAYOUT PLAN

Drawn by: LH/CMP Scale: As Noted Approved by: MBK

Dwg No: C-200 Size: ARCH D Sheet Rev: C

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CAD FILE: 23003931C-200-LDWG

LEGEND

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- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WATERCOURSE BUFFER
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY

SITE DATA TABLE	
TOTAL PROJECT AREA (ACRES)	94.30
TOTAL DISTURBED AREA (ACRES)	42.9
*EXISTING IMPERVIOUS AREA (ACRES)	0.8
*FINAL IMPERVIOUS AREA (ACRES)	2.1

*WITHIN LIMITS OF DISTURBED AREA

EXISTING CONDITIONS BASED ON BOUNDARY SURVEY PREPARED BY ATWELL, LLC DATED 12/08/2023.

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STORMWATER SUMMARY

- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- THE DIFFERENCE BETWEEN THE TIME OF CONCENTRATION OF THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS WILL BE NEGLIGIBLE.
- DUE TO THE LARGE REDUCTION IN CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS USING FAVORABLE GROUND COVER PLANTINGS, THE PROPOSED RUNOFF WILL BE REDUCED; THUS, CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS.

EROSION CONTROL AND SEDIMENTATION NOTES:

1. AN EROSION CONTROL BARRIER SHALL BE INSTALLED AS INDICATED IN THE PLAN PRIOR TO THE COMMENCEMENT OF DEMOLITION OR CONSTRUCTION OPERATIONS.
2. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES DURING THE ENTIRE CONSTRUCTION PERIOD.
3. ANY SEDIMENT TRACKED ONTO PUBLIC RIGHTS-OF-WAY SHALL BE SWEPT AT THE END OF EACH WORKING DAY.
4. ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
5. ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF-SITE.
6. SITE ELEMENTS TO REMAIN MUST BE PROTECTED FOR THE DURATION OF THE PROJECT.
7. ALL TOPSOIL ENCOUNTERED WITHIN THE LIMITS OF THE PROPOSED PERMANENT AND TEMPORARY GRAVEL ROADS, EQUIPMENT PAD AREA, AND AREAS OF CUT AND FILL SHALL BE STRIPPED AS NEEDED AND STOCKPILED FOR REUSE. EXCESS TOPSOIL SHALL BE DISPOSED OF ON SITE AS DIRECTED BY OWNER. TOPSOIL PILES SHALL REMAIN SEGREGATED FROM EXCAVATED SUBSURFACE SOIL MATERIALS.
8. ADDITIONAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
9. ALL POINTS OF CONSTRUCTION EGRESS OR INGRESS SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADS.
10. TEMPORARY DIVERSION DITCHES, PERMANENT DITCHES, CHANNELS, EMBANKMENTS, AND ANY DENUDED SURFACE WHICH WILL BE EXPOSED FOR AN EXTENDED PERIOD OF TIME SHALL BE STABILIZED AS REQUIRED.
11. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED ON A DAILY BASIS DURING CONSTRUCTION TO ENSURE THAT CHANNELS, DITCHES, AND PIPES ARE CLEAR OF DEBRIS AND THAT THE EROSION CONTROL BARRIERS ARE IN TACT.
12. DUST SHALL BE CONTROLLED AS NEEDED BY SPRINKLING OR OTHER APPROVED METHODS AS NECESSARY, OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
13. CARE SHALL BE EXERCISED SO AS TO PREVENT ANY UNSUITABLE MATERIAL FROM MIGRATING OUTSIDE THE LIMIT OF WORK.
14. ADDITIONAL EROSION CONTROL SHALL BE LOCATED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
15. CLEAN AND MAINTAIN EROSION CONTROL BARRIER AS REQUIRED DURING CONSTRUCTION OPERATIONS TO ENSURE ITS CONTINUED FUNCTIONALITY.
16. OVERALL SITE DEVELOPMENT WILL MAINTAIN EXISTING TOPOGRAPHY AND STORMWATER DRAINAGE PATTERNS.
17. THE OVERALL DEVELOPMENT WILL BE RE-SEEDED AS NEEDED TO DEVELOP A PERMANENT VEGETATIVE COVER AS INDICATED ON THE LANDSCAPE PLAN. COVER CROP OR OTHER TEMPORARY STABILIZATION WILL BE IMPLEMENTED IN THE INTERIM.
18. NO CONSTRUCTION ACTIVITIES, AS PART OF THE SITE DEVELOPMENT, SHALL OCCUR WITHIN ANY DELINEATED WETLANDS OR WETLAND BUFFERS, AS REQUIRED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES.

SOIL LEGEND

SOIL TYPE	SOIL NAME	SOIL RATING
67A	HARPSTER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
149A	BRENTON SILT LOAM, 0 TO 2 PERCENT SLOPES	B/D
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
191A*	KNIGHT SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
791B	RUSH SILT LOAM, 2 TO 4 PERCENT SLOPES	B
330A	PEOTONE SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D
663A*	CLARE SILT LOAM, 0 TO 2 PERCENT SLOPES	C
663B*	CLARE SILT LOAM, 2 TO 5 PERCENT SLOPES	C
865	PITS, GRAVEL	UNRATED

*OUTSIDE OF LIMITS OF DISTURBANCE

EXISTING CURVE NUMBER (HYDROLOGIC SOIL GROUP B WAS USED WHERE INDICATED)

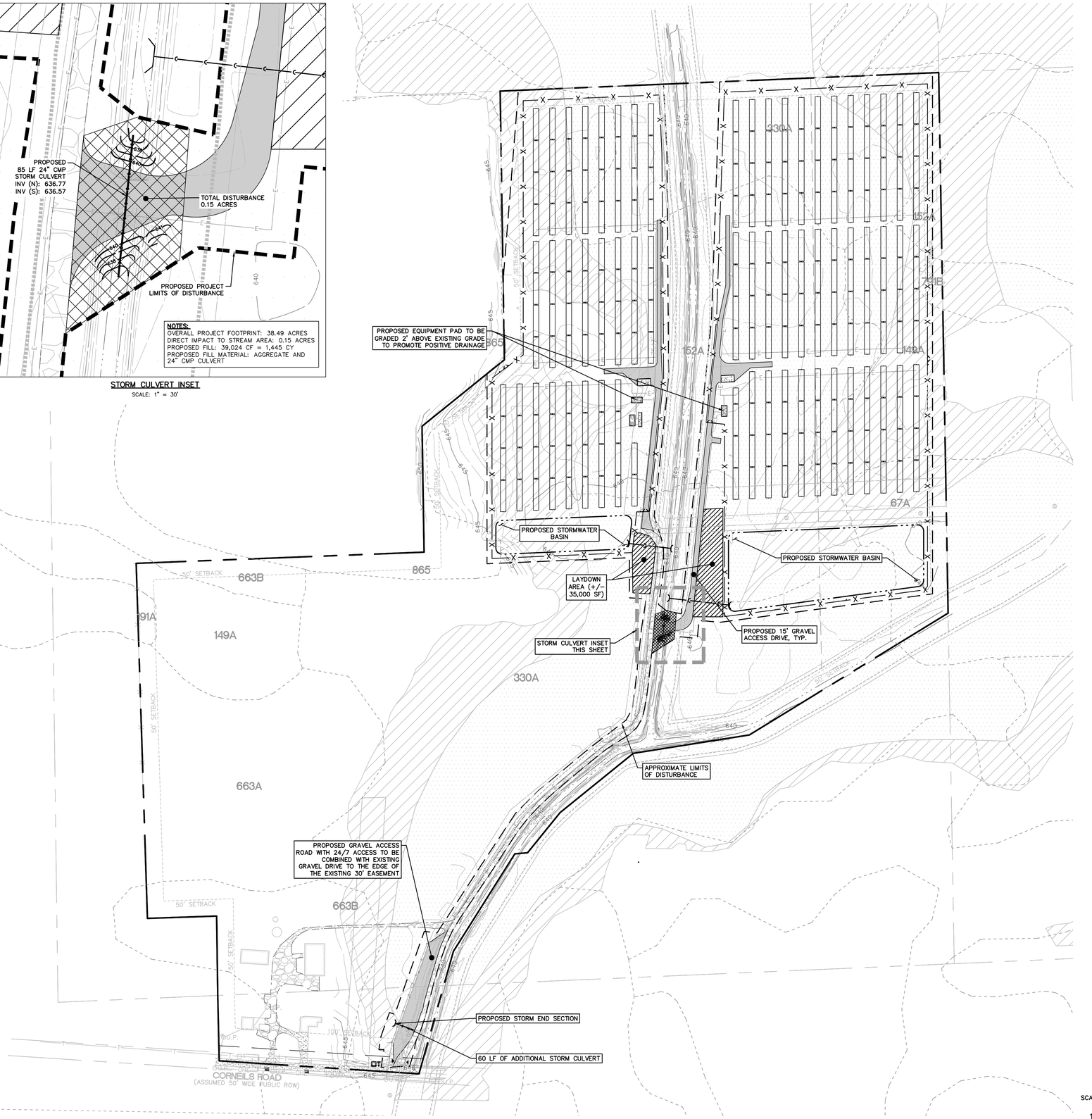
SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
B	ROW CROPS; STRAIGHT ROW (SR) GOOD	89	12.8
C	ROW CROPS; STRAIGHT ROW (SR) GOOD	85	29.3
D	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	0.8
		COMBINED CN= **88**	

PROPOSED CURVE NUMBER (HYDROLOGIC SOIL GROUP B AND C WERE USED WHERE INDICATED)

SOIL RATING	COVER DESCRIPTION	CN (TR-55 TABLE 2-2)	AREA
B	MEADOW -CONT. GRASS (NON GRAZED)	58	28.5
C	MEADOW -CONT. GRASS (NON GRAZED)	71	12.3
D	STREETS AND ROADS; GRAVEL (W/ RIGHT-OF-WAY)	98	2.1
		COMBINED CN= **64**	

STORM CULVERT INSET

SCALE: 1" = 30'



SCALE 0 75 150
1" = 150 FEET

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DESIGN FIRM #184-005876

Rev	Issued For	Date
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B	CLIENT REVIEW SET	12/10/23
C	CLIENT REVIEW SET	02/26/24

P.E. seal/Consultant:

Project:
CORNETLS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
STORMWATER MANAGEMENT PLAN

Drawn by: LH/CNP | Scale: As Noted | Approved by: MBK

Dwg No: C-300 | Size: ARCH D | Sheet Rev: C

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CAD FILE: 23003931C-300-GD.DWG

LEGEND

- BOUNDARY LINE
- BOUNDARY ADJACENT LINE
- EXISTING ROW
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING WATERCOURSE CENTERLINE
- EXISTING WATERCOURSE EDGE
- EXISTING WATERCOURSE BUFFER
- EXISTING CONTOUR (640 / 642)
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING OVERHEAD ELECTRIC (OHE)
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED OVERHEAD ELECTRIC (OHE)
- EXISTING OVERHEAD CABLE (OHTV)
- EXISTING FENCE
- PROPOSED FENCE
- LIMITS OF DISTURBANCE
- EXISTING VEGETATION LINE
- PROPOSED POLLINATOR FRIENDLY SEED MIX
- PROPOSED IDOT CLASS 7 SEED MIX
- PROPOSED IDOT SEED MIX IN ROW
- APPROXIMATE FLOOD ZONE AE
- APPROXIMATE FLOODWAY
- PROPOSED SHRUBS
- PROPOSED EVERGREEN TREE
- PROPOSED SHADE TREE

PLANTING NOTES:

1. ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
2. ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF SITE.
3. PROVIDE CRIBBING AS NECESSARY TO PROTECT EXISTING UTILITY LINES DURING CONSTRUCTION.
4. PLANTING SEED SHALL BE SOWN IN SEASONAL CONDITIONS AS APPROPRIATE FOR GOOD SEED SURVIVAL, OR AT SUCH TIMES AS APPROVED BY THE OWNER.
5. PROTECT NEWLY TOPSOILED, GRADED, AND/OR SEEDED AREAS FROM TRAFFIC AND EROSION. KEEP AREAS FREE OF TRASH AND DEBRIS RESULTING FROM LANDSCAPE CONTRACTOR OPERATIONS.
6. REPAIR AND RE-ESTABLISH GRADES IN SETTLED, ERODED, AND RUTTED AREAS TO THE SPECIFIED GRADE AND TOLERANCES.
7. ALL PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
8. ANY PROPOSED SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITH MATERIAL EQUIVALENT TO THE DESIRED MATERIAL IN OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT, AND CULTURE. PROPOSED SUBSTITUTIONS WILL ONLY BE CONSIDERED IF SUBMITTED WITH ENUMERATED REASONS WHY SUBSTITUTIONS ARE PROPOSED.
9. THE LANDSCAPE CONTRACTOR SHALL CLEAN UP AND REMOVE ANY DEBRIS FROM THE SITE CAUSED BY THE LANDSCAPE CONTRACTOR.

Natural Resource Services

Nexamp Representative Pollinator Friendly Seed Mix

Common Name	Scientific Name	% of Mix	Seeds/ft²
Grasses			
Sideoats Grama	Bouteloua curtipendula	34.25%	9.43
Prairie Brome	Bromus kalmii	0.80%	0.29
Plains Oval Sedge	Carex brevior	2.80%	3.72
Bicknell's Sedge	Carex bicknellii	0.96%	0.75
Troublesome Sedge	Carex molesta	1.84%	2.11
Brown Fox Sedge	Carex vulpinoidea	2.00%	9.18
Silky Wild Rye	Elymus villosus	6.00%	1.52
Little Bluestem	Schizachyrium scoparium	26.96%	18.57
Prairie Dropseed	Sporobolus heterolepis	0.40%	0.29
Forbs			
Common Yarrow	Achillea millefolium	0.44%	3.63
Nodding Onion	Allium cernuum	0.24%	0.08
Lead Plant	Amorpha canescens	1.33%	0.98
Canada Anemone	Anemone canadensis	0.04%	0.02
Wild Columbine	Aquilegia canadensis	0.04%	0.07
Common Milkweed	Asclepias syriaca	0.34%	0.06
Butterfly Milkweed	Asclepias tuberosa	0.32%	0.06
Canada Milkvetch	Astragalus canadensis	1.08%	0.84
Calico Aster	Symphyotrichum lateriflorum	0.04%	0.48
Partridge Pea	Chamaecrista fasciculata	3.11%	0.39
White Prairie Clover	Dalea candida	4.08%	3.56
Purple Prairie Clover	Dalea purpurea	6.02%	4.98
Cream Gentian	Gentiana flavida	0.04%	0.27
Prairie Blazing Star	Liatris pycnostachya	0.24%	0.12
Virginia Mountain Mint	Pycnanthemum virginianum	0.09%	0.95
Prairie Wild Rose	Rosa arkansana	0.29%	0.03
Black-eyed Susan	Rudbeckia hirta	1.92%	8.13
Gray Goldenrod	Solidago nemoralis	0.04%	0.57
Ohio Goldenrod	Solidago ohioensis	0.04%	0.21
Sky Blue Aster	Symphyotrichum oolentangiense	0.16%	0.57
Ohio Spiderwort	Tradescantia ohiensis	0.24%	0.09
Hoary Vervain	Verbena stricta	1.44%	1.85
Golden Alexanders	Zizia aurea	2.40%	1.21

Seeding rate: 12.5 lbs./acre (75 sees/square foot)

2885 Quail Road NE, Sauk Rapids MN 56379

EXISTING CONDITIONS BASED ON BOUNDARY SURVEY PREPARED BY ATWELL, LLC DATED 12/08/2023.

APPROXIMATE WETLAND LOCATIONS BASED ON WETLAND DELINEATION COMPLETED BY ATWELL, LLC ON 08/09/2023 IN THE FIELD AND A WETLAND REPORT PREPARED BY ATWELL, LLC DATED 09/01/2023.

THE FLOODPLAIN ON THE PROPERTY IS ASSOCIATED WITH ROB ROY CREEK AND WAS IDENTIFIED IN THE INTERIM HYDROLOGIC & HYDRAULIC ANALYSIS OF ROB ROY CREEK, 2005. THE FLOOD ELEVATION IS BETWEEN 644 AND 645 FT

PLANT CALCULATIONS

ORDINANCE COMPLIANCE MATRIX

Acres: 42.9 acres

Street Frontage (Corneils Rd): 596.00 feet

USDA Zone: 5 (-20 degrees to -10 degrees)

Ch. 12, LANDSCAPE ORDINANCE

Section 8-12-3: GENERAL STANDARDS

A. Parkway landscaping:

requirement	required	provided
1. For all development other than single-family detached and duplex residential development, the minimum required number of parkway trees is one (1) tree per fifty (50) linear feet of frontage	12 trees along Corneils Road	12 trees along Corneils Road

D. Lot landscaping:

requirement	required	provided
2. Nonresidential: Two (2) shade trees and fifteen (15) shrubs shall be provided for every twenty thousand (20,000) square feet of lot area.	187 trees	30 *trees
*Assume City of Yorkville can adminstratively approve less total trees and shrubs on the basis that a solar development would be hindered by more plant material.	1402 shrubs	140 *shrubs

PLANT SCHEDULE

SHADE TREES

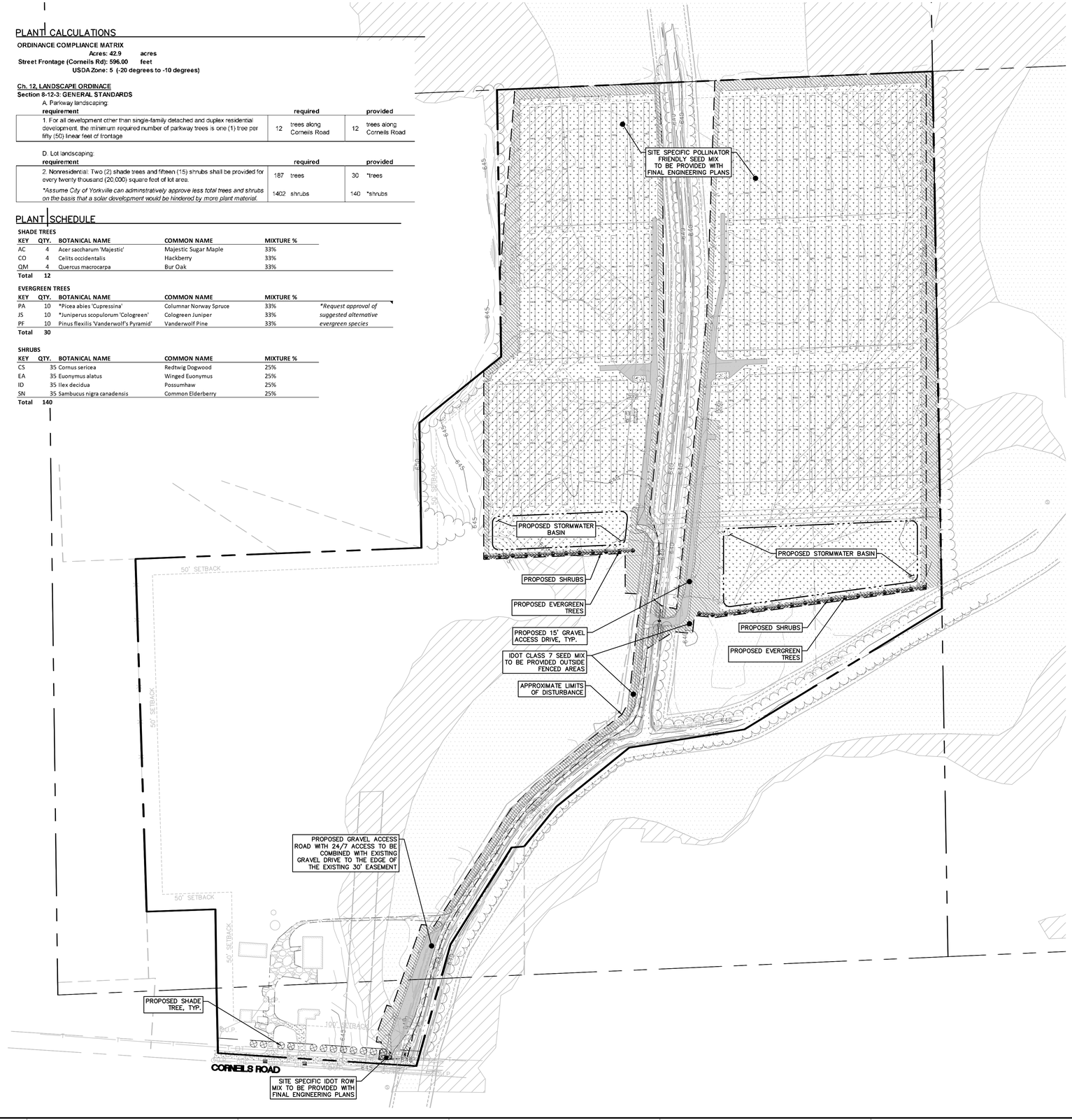
KEY	QTY.	BOTANICAL NAME	COMMON NAME	MIXTURE %	
AC	4	Acer saccharum 'Majestic'	Majestic Sugar Maple	33%	
CO	4	Celits occidentalis	Hackberry	33%	
QM	4	Quercus macrocarpa	Bur Oak	33%	
Total	**12**				

EVERGREEN TREES

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MIXTURE %	
PA	10	*Picea abies 'Cupressina'	Columnar Norway Spruce	33%	*Request approval of
JS	10	*Juniperus scopulorum 'Cologreen'	Cologreen Juniper	33%	suggested alternative
PF	10	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf Pine	33%	evergreen species
Total	**30**				

SHRUBS

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MIXTURE %
CS	35	Cornus sericea	Redtwig Dogwood	25%
EA	35	Euonymus alatus	Winged Euonymus	25%
ID	35	Ilex decidua	Possumhaw	25%
SN	35	Sambucus nigra canadensis	Common Elderberry	25%
Total	**140**			



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DESIGN FIRM #184-005878

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P.E. seal/Consultant:

Project:
CORNEILS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
LANDSCAPE PLAN

Drawn by: LH/CMP Scale: As Noted Approved by: MBK

Dwg No: C-400 Size: ARCH D Sheet Rev: C

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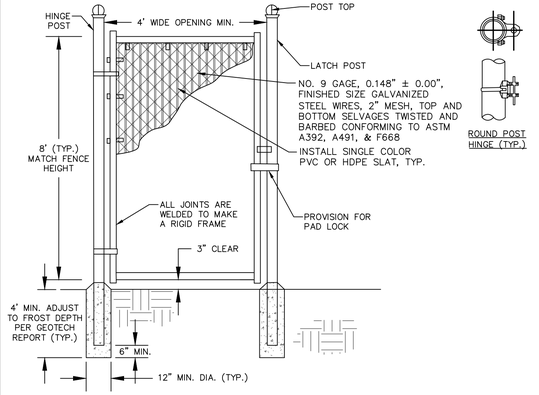
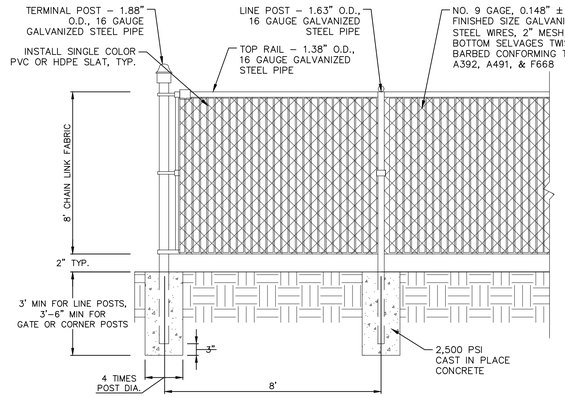


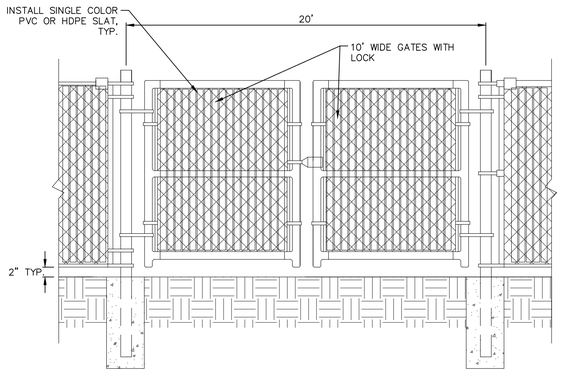
CHAIN LINK FENCE – PERSONNEL GATE

NOT TO SCALE



CHAIN LINK FENCE DETAIL

NOT TO SCALE



CHAIN LINK FENCE WITH GATE

NOT TO SCALE

IN THE EVENT OF AN EMERGENCY

PLEASE DIAL 9-1-1

FOLLOWED BY A SECOND CALL TO:

857-239-0057

YOUR LOCATION IS:

TBD

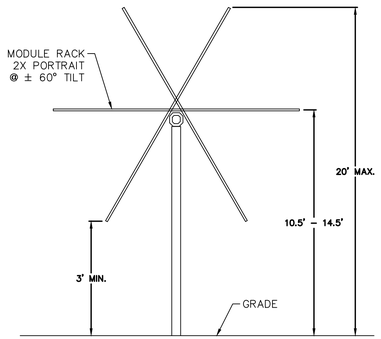
nexamp

11" × 8 1/2"

NOTES:
1. WHITE LABEL WITH BLACK LETTERING AND NEXAMP LOGO.
2. INSTALL ON SITE ENTRANCE AND AT EQUIPMENT PADS IN A CONSPICUOUS PLACE.

EMERGENCY CONTACT SIGN

NOT TO SCALE



NOTES:
1. TRACKER HEIGHT RANGES ACCOUNT FOR ELEVATION CHANGE.

SOLAR ARRAY RACK DETAIL

NOT TO SCALE

DANGER

HIGH VOLTAGE - KEEP AWAY

AUTHORIZED PERSONNEL ONLY

NO TRESPASSING. THIS SITE IS MONITORED BY SURVEILLANCE.

"DANGER" WARNING SIGN

NOT TO SCALE

ENTRANCE

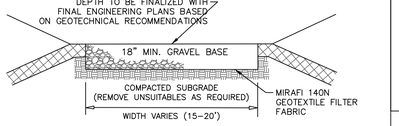
ENTRANCE LEFT SIGN

NOT TO SCALE

ENTRANCE

ENTRANCE RIGHT SIGN

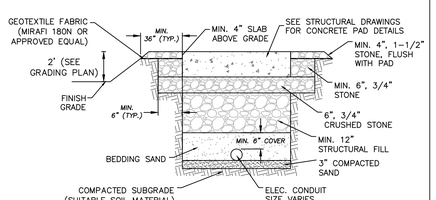
NOT TO SCALE



NOTES:
1. REMOVE TOPSOIL AND ALL UNSUITABLE MATERIAL AS REQUIRED AND REPLACE WITH GRAVEL.
2. ACCESS DRIVES TO SLOPE IN THE DIRECTION OF THE EXISTING GRADE AT A MINIMUM OF 2.0% DRIVEWAY SHALL BE GRADED TO ALLOW STORMWATER TO SHEET ACROSS IT AND TO PREVENT PUDDLING.
3. ROAD SECTION SHALL COMPLY WITH RECOMMENDATIONS FROM GEOTECHNICAL REPORT.
4. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1 OR 2, CLASS I, II, OR IV AND SHALL BE PLACED OVER THE CLEARED AREA PRIOR TO THE PLACING OF ROCK.

ACCESS DRIVE/TEMPORARY LAYDOWN AREA CROSS SECTION

NOT TO SCALE



SUBSOIL EQUIPMENT FOUNDATION DETAIL

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Project:
CORNEILS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNEILS ROAD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
STANDARD DETAILS

Drawn by: LH/CMP | Scale: As Noted | Approved by: MBK

Dwg No: C-500 | Size: ARCH D | Sheet Rev: C

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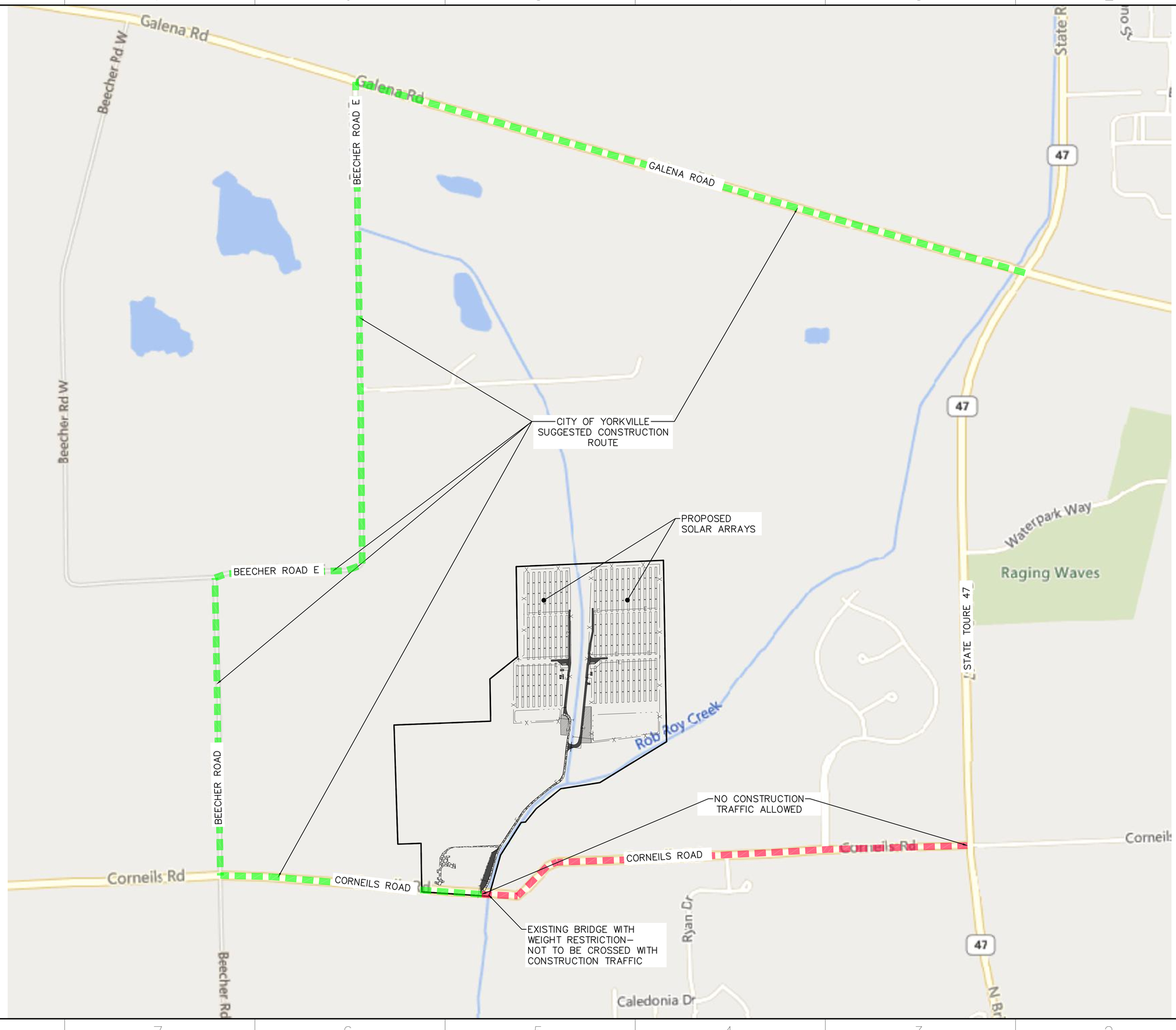

SCALE 0 200 400
1" = 400 FEET

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Project:
CORNEILS ROAD SOLAR, LLC
SPECIAL USE APPLICATION PLANS
10791 CORNEILS ROAD
UNITTED CITY OF YORKVILLE, KENDALL COUNTY, IL

Drawing Title:
CONSTRUCTION TRAFFIC EXHIBIT

Drawn by: LH/CMP | Scale: As Noted | Approved by: MBK

Dwg No: EX-01 | Size: ARCH D | Sheet Rev: C

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CAD FILE: 23003931EX003 CONSTRUCTION TRAFFIC EXHIBIT 2024-02-27.DWG

Atwell, L.L.C.

1250 East Diehl Road, Suite 300

(630) 577-0800

Project Corneils Solar
Corneils Road, City of Yorkville, Kendall County,
Location Bristol Township, Illinois
Site: 4.99 MWAC
Parcel ID: 02-08-300-011, 02-08-300-012, 02-08-300-008

Date 2/26/2024

Engineer's Opinion of Probable Decommissioning Cost for Yorkville Solar During First 5 Years of Operation

					Salvage Value based on 5-year projections				
	Estimated Quantity	Unit	Unit Cost	Removal Cost	Estimated Quantity	Unit	Unit Cost	Salvage Value	Net Cost
Erosion Control/Contractor Fees									
Mobilization	1	LUMP SUM	$10,000.00	$10,000.00				$0.00	$10,000.00
Electrical Disconnect	1	EACH	$500.00	$500.00				$0.00	$500.00
Permitting (NPDES)	1	LUMP SUM	$750.00	$750.00				$0.00	$750.00
Silt Fence	5,096	LF	$2.50	$12,740.78				$0.00	$12,740.78
Seeding	2	ACRES	$1,000.00	$2,000.00				$0.00	$2,000.00
Sub-Total				$25,990.78				$0.00	$25,990.78
Site Demolition									
Remove Existing 12" Storm Pipe	308	LF	$10.00	$3,080.00				$0.00	
Remove Existing Storm Structure	4	EACH	$500.00	$2,000.00	4.00	EACH	$0.00	$0.00	$2,000.00
Remove Existing Fence (8' Chainlink Fence)	8,200	LF	$3.85	$31,570.00	45,920	LB	$0.09	$4,132.80	$27,437.20
Remove Existing Trees	30	EACH	$500.00	$15,000.00				$0.00	$15,000.00
Remove Existing Shrub	140	EACH	$200.00	$28,000.00				$0.00	$28,000.00
Remove Existing Concrete Parking Pad	178	SY	$5.00	$890.00					
Haul off for Existing Concrete Parking Pad	178	SY	$10.00	$1,780.00					
Remove Existing Gravel Entrance (12" depth)	2,237	CY	$4.00	$8,948.00				$0.00	$8,948.00
Haul off for Existing Gravel Entrance (12" depth)	2,237	CY	$10.00	$22,370.00				$0.00	$22,370.00
Sub-Total				$113,638.00				$4,132.80	$109,505.20
Racking and Module Removal									
Pile Removal	862	EACH	$6.00	$5,172.00	452,550	LB	$0.04	$16,970.63	($11,798.63)
Assembly Removal	148	EACH	$1.25	$185.00	22,200	LB	$0.04	$832.50	($647.50)
PV Module Removal	11,256	EACH	$1.00	$11,256.00	11,256	EACH	$165.00	$1,857,240.00	($1,845,984.00)
PV Module Haul Off	360	TON	$45.00	$16,208.64				$0.00	$16,208.64
Sub-Total				$32,821.64				$1,875,043.13	($1,842,221.49)
Wiring Removal									
Underground MV Wire (AL)	6,910	LF	$2.00	$13,820.00	1,382.00	LB	$0.30	$414.60	$13,405.40
Utility Pole Removal	7	EACH	$750.00	$5,250.00				$0.00	
Underground PV Wire (~400kcmil)	17,800	LF	$2.00	$35,600.00	925.60	LB	$0.30	$277.68	$35,322.32
Underground GND Wire (DC side, ~2 AWG)	5,755	LF	$2.00	$11,510.00	299.26	LB	$0.30	$89.78	$11,420.22
Underground LV Wire	3,482	LF	$2.00	$6,964.00	696.40	LB	$0.30	$208.92	$6,755.08
Above Ground MV Wire	425	LF	$0.10	$42.50	22.10	LB	$0.30	$6.63	$35.87
Combiner Box Removal	28	EACH	$80.00	$2,240.00	28.00	EACH	$20.00	$560.00	$1,680.00
Sub-Total				$75,426.50				$1,557.61	$73,868.89

Atwell, L.L.C.

1250 East Diehl Road, Suite 300

(630) 577-0800

Project Corneils Solar

Location Corneils Road, City of Yorkville, Kendall County, Bristol Township, Illinois

Site: 4.99 MWAC

Parcel ID: 02-08-300-011, 02-08-300-012, 02-08-300-008

Date 2/26/2024

Engineer's Opinion of Probable Decommissioning Cost for Yorkville Solar During First 5 Years of Operation

					Salvage Value based on 5-year projections				
	Estimated Quantity	Unit	Unit Cost	Removal Cost	Estimated Quantity	Unit	Unit Cost	Salvage Value	Net Cost
Power Conditioning Equipment Removal									
PCU Station (inverters, etc.)	2	EACH	$400.00	$800.00	2.00	EACH	$5,625.00	$11,250.00	($10,450.00)
Scada Equipment	2	EACH	$280.00	$560.00	2.00	EACH	$2,000.00	$4,000.00	($3,440.00)
Battery Storage System Removal	1	EACH	$2,500.00	$2,500.00				$0.00	
Transformer	2	EACH	$1,800.00	$3,600.00	2.00	EACH	$93,750.00	$187,500.00	($183,900.00)
Sub-Total				$7,460.00				$202,750.00	($195,290.00)
Equipment Pad Removal									
Remove Pad	4	EACH	$750.00	$3,000.00				$0.00	$3,000.00
Sub-Total				$3,000.00				$0.00	$3,000.00
Decommisioning Total (Present Value)				**$258,336.92**				**$2,083,483.53**	**($1,825,146.62)**
Decommisioning Total (3% Inflation over 25 Years)				**$540,900.13**				**$4,362,351.84**	**($3,821,451.71)**

Assumptions:

1. Cost Estimate based on 5-year projections. Estimate to be redone in 5-years based on new fees at that time.
2. Cost Estimate is based on the Special Use Plans prepared by **Atwell, LLC** dated 2/26/2024.
3. Refer to Decommissioning Plan for further information.

Note: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using estimated quantities and represents Engineer's best judgment as an experienced and qualified professional Engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein.

January 10, 2024
Revised: February 15, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

Re: ***Corneils Road Solar***
Special Use & Rezoning Request – 1st Submittal
United City of Yorkville

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Special Use & Rezoning Permit Applications
- Special Use Application Plans
- Other Supporting Documentation

Our review of these plans and reports are to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments (Revised items noted in bold):

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies. Acknowledged.
   - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction. Noted, to be addressed during final emgineering.
   - Stormwater permit application in accordance with the Yorkville Storm Water Management Ordinance (Kendall Countywide Ordinance) Noted, to be addressed during final emgineering.
2. Since the project is a non-residential development on more than 3 acres it must meet the stormwater detention requirements per the Stormwater Ordinance. SUP plans show holding places for detention facilities.
3. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.

Noted. No wetlands present, just the Rob Roy Creek watercourse. Will provide delineation report. JD is currently processing.

4. A field tile survey will be required.

Noted - will be provided with Final Engineering.

5. There is a floodplain on the property associated with Rob Roy Creek that was identified in the Interim Hydrologic & Hydraulic Analysis of Rob Roy Creek, 2005. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance. The flood elevation is between 644 and 645. Please see the attached exhibit.

This has been added and labeled on sheet C-200 of the SUP plans.

6. A good portion of the site is in the floodway of Rob Roy Creek. Any work in the floodway will require a permit from IDNR. Since solar fields do not fit the conditions of a statewide permit, an individual permit would likely be needed. We will pursue an IDNR permit.

7. **The City will require a 20' public utility easement along the frontage of Corneils Road. This is needed for possible City utility extensions. Additional easements may be required for stormwater, wetlands, or comp storage as necessary based on the final plans.** This has been added and labeled in the SUP plans.

8. **No solar equipment will be allowed with existing sanitary sewer easements. It is our understanding that there are not any units proposed within the easements.**
No equipment is proposed within the sanitary sewer easements.

9. **It is our understanding that the annexation will include portions of Corneils Road, therefore a 40' right-of-way dedication will be required. In addition, Cornels Road is currently not constructed to City standards and per code, improvements will be required. In place of constructing the improvements, the developer may choose to pay the value of the roadway improvements to the City.**
Noted - will be provided with Final Engineering.

10. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.
Noted - provided with this submittal.

11. The following will need to be submitted with Final Engineering Plans:

    a. Additional information as shown in the provided checklist. - Noted

    b. Truck turning exhibits for delivery and emergency vehicles - Noted

    c. Photometric plan - No lighting proposed.

    d. Decommissioning cost estimate - Provided

    e. Stormwater management submittal - Noted

    f. Landscape plan - Noted

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Gina Nelson, Admin Assistant (via email
Ms. Jori Behland, City Clerk (via email)
Mr. Matt Kwiatkowski, NexAmp (via email)
Mr. Dan Kramer, Attorney (via email)

BYD - MC Cube

MC10C-B5365-U-R4M01
MC10C-B4659-U-R2M01

System Features

High Energy Density

- Compact mechanical design, minimized footprint

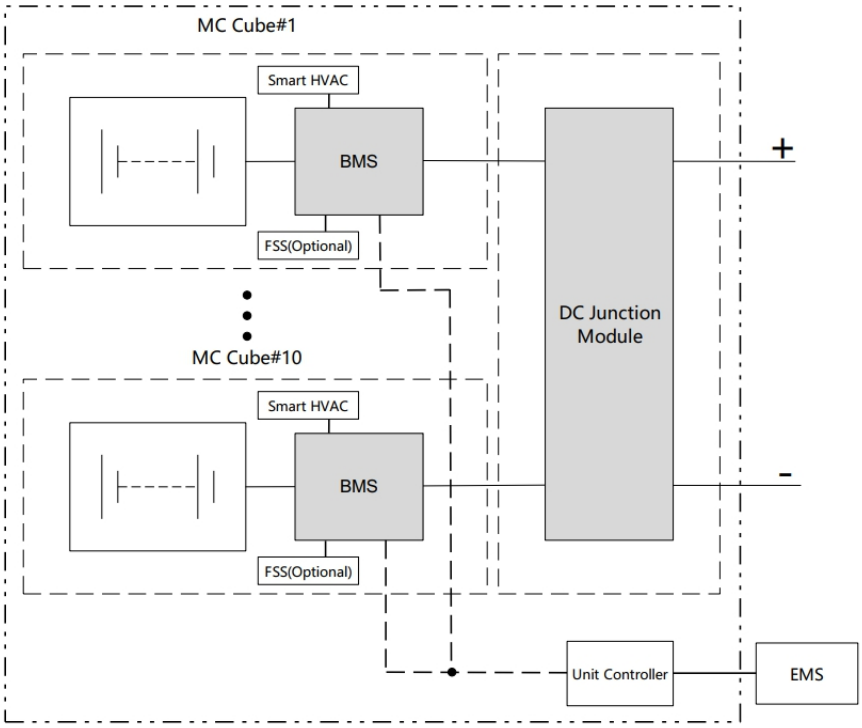
Safe & Long Lifecycle

- High efficient system with safe and long lifecycle LFP battery

Highly Integrated

- Highly integrated system to allow flexible transportation and on-site installation
- ALL IN ONE design, integrated local controller, HVAC and FSS to ensure system safety

Circuit Diagram



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V1.2 2023-01-05

System Parameter

System Type	MC10C-B5365-U-R4M01	MC10C-B4659-U-R2M01
DC Data		
Cell type	LFP	LFP
Pack type	1P416S	1P416S
System configuration	10 × 1P416S	10 × 1P416S
Battery capacity (BOL)	5365kWh	4659kWh
DC usable energy (BOL)@FAT	5099kWh	4428kWh
DC usable energy (BOL)@SAT	4946kWh	4295kWh
Battery voltage range	1081.6 ~ 1497.6	1081.6 ~ 1497.6
Nominal power	1236kW	2147kW
General Data		
Dimensions (W×D×H)	6058×2438×2896mm	6058×2438×2896mm
Weight	~41035kg	~41385kg
IP rating	IP55	IP55
Ambient operating temperature range	-30℃ ~ +55℃【1】	-30℃ ~ +55℃【1】
Relative humidity	5% ~ 100%	5% ~ 100%
Max. working altitude	＜2000m【2】	＜2000m【2】
Cooling concept	Smart air cooling	Liquid cooling
Noise	≤75dBA	≤75dBA
Fire suppression system	With fire alarm system	With fire alarm system
Auxiliary power interface	AC480V/60Hz, 3P4W	AC480V/60Hz, 3P4W
Auxiliary system peak power requirement @45℃, PF0.8	39kVA	76kVA
Communication interfaces	Ethernet	Ethernet
Communication protocols	Modbus TCP/IP	Modbus TCP/IP
Standard color	RAL 9003	RAL 9003
Compliance	UL1973, NFPA69, NFPA72, NFPA855, CFC UN3536, UL9540A, UL9540	

Note:

【1】Power derating is performed when the ambient temperature is below -15℃ or above +45℃.

【2】Power derating is performed when the altitude is between 2000-3000m.

Draft

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V1.2 2023-01-05

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR REZONING

INTENT AND PURPOSE

Rezoning is a type of map amendment which allows for the reclassification of a property's zoning district. A request for rezoning must not be arbitrary. There are several land use factors which are considered during the review process for a rezoning request including the suitability of surrounding land uses and zoning districts, local development trends, potential traffic impacts, and the overall public health and safety of the community.

This packet explains the process to successfully submit and complete an Application for Rezoning. It includes a detailed description of the process, outlines required submittal materials, and contains the application for rezoning.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 7: Amendments" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE

STEP 1

APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- ☒ One (1) original signed and notarized application.
- ☑ Legal description of the property in Microsoft Word.
- ☒ Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- ☒ Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- ☒ Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- ☒ One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP 2

PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.

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APPLICATION FOR REZONING

STEP 3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP 4

PLANNING & ZONING COMMISSION

MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No rezoning request shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

STEP 5

CITY COUNCIL

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the special use will be considered. City Council will make the final approval of the special use. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

PETITIONER

- ☐ Signed and Notarized Application
- ☐ Required Plans, Exhibits, and Fees
- ☐ Certified Mailing of Public Notice
- ☐ Signed Certified Affidavit of Mailings
- ☐ Attendance at All Meetings

CITY STAFF

- ☐ Detailed Schedule After Complete Submission
- ☐ Public Hearing Notice Language
- ☐ Posting of the Public Notice in a Local Newspaper
- ☐ Public Hearing Sign Application
- ☐ Draft Ordinance & Signatures for Recording

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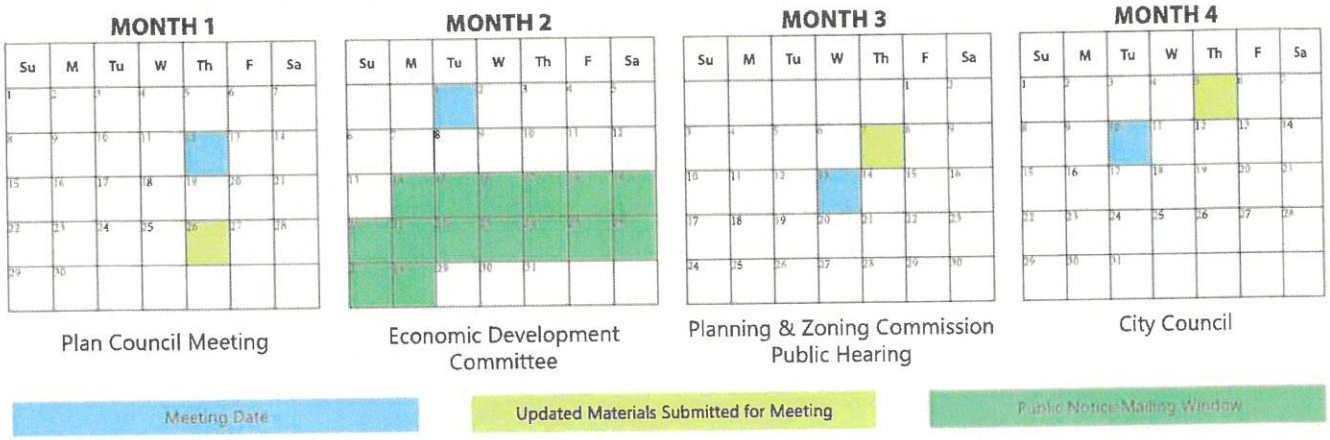
APPLICATION FOR REZONING

SAMPLE MEETING SCHEDULE



This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)

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APPLICATION FOR REZONING

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	☐ Engineering Plan Review deposit	$500.00	Total: $
AMENDMENT	☑ Annexation ☐ Plan ☐ Plat ☐ P.U.D.	$500.00 $500.00 $500.00 $500.00	Total: $
ANNEXATION	☐ $250.00 + $10 per acre for each acre over 5 acres ____ (# of Acres) - 5 = ____ (Acres over 5) x $10 = ____ (Amount for Extra Acres) + $250 = $ ____ (Total Amount)		Total: $
REZONING *If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee*	☑ $200.00 + $10 per acre for each acre over 5 acres ____ (# of Acres) - 5 = ____ (Acres over 5) x $10 = ____ (Amount for Extra Acres) + $200 = $ ____ (Total Amount)		Total: $ 200.00
SPECIAL USE	☐ $250.00 + $10 per acre for each acre over 5 acres ____ (# of Acres) - 5 = ____ (Acres over 5) x $10 = ____ (Amount for Extra Acres) + $250 = $ ____ (Total Amount)		Total: $
ZONING VARIANCE	☐ $85.00 + $500.00 outside consultants deposit		Total: $
PRELIMINARY PLAN FEE	☐ $500.00		Total: $
PUD FEE	☐ $500.00		Total: $
FINAL PLAT FEE	☐ $500.00		Total: $
ENGINEERING PLAN REVIEW DEPOSIT	☐ Less than 1 acre ☐ Over 1 acre, less than 10 acres ☐ Over 10 acres, less than 40 acres ☐ Over 40 acres, less than 100 acres ☐ Over 100 acres	$5,000.00 $10,000.00 $15,000.00 $20,000.00 $25,000.00	Total: $
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services* For Annexation, Subdivision, Rezoning, and Special Use:	☐ Less than 2 acres ☐ Over 2 acres, less than 10 acres ☐ Over 10 acres	$1,000.00 $2,500.00 $5,000.00	Total: $
		TOTAL AMOUNT DUE:	200.00

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APPLICATION FOR REZONING

DATE: 1/ /2024	PZC NUMBER:	DEVELOPMENT NAME: Corneils Road Solar, LLC

PETITIONER INFORMATION

NAME: Matt Kwiatkowski	COMPANY: Corneils Road Solar, LLC
MAILING ADDRESS: 101 Summer Street, Second Floor	
CITY, STATE, ZIP: Boston, MA 02110	TELEPHONE: ◉ BUSINESS ○ HOME 317-760-3190
EMAIL: mkwiatkowski@nexamp.com	FAX:

PROPERTY INFORMATION

NAME OF HOLDER OF LEGAL TITLE: Gary L. Bennett and Betty S. Bennett

IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:

PROPERTY STREET ADDRESS: vacant land at 10791 Corneils Road, Plano, Illinois 60545

DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:
vacant land at 10791 Corneils Road, Plano, Illinois 60545

CURRENT ZONING CLASSIFICATION: Kendall County A-1/R-1	REQUESTED ZONING CLASSIFICATION: United City of Yorkville A-1
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: A-1	TOTAL ACREAGE: 39.95

ZONING AND LAND USE OF SURROUNDING PROPERTIES

NORTH: A-1/R-2

EAST: A-1/R-2

SOUTH: A-1

WEST: County of Kendall A-1/M-1/Special Use

KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)

02-08-300-008			
02-08-300-011			
02-08-300-012			

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APPLICATION FOR REZONING

ATTORNEY INFORMATION	
NAME: Daniel J. Kramer	COMPANY: Law Offices of Daniel J. Kramer
MAILING ADDRESS: 1107A S. Bridge Street	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-9500
EMAIL: dkramer@dankramerlaw.com	FAX: 630-553-5764
ENGINEER INFORMATION	
NAME: Michael Keith	COMPANY: Atwell
MAILING ADDRESS: 1250 E. Diehl Road, Suite 300	
CITY, STATE, ZIP: Naperville, IL 60563	TELEPHONE: 630-281-8424
EMAIL: mkeith@atwell-group.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Michael Keith	COMPANY: Atwell
MAILING ADDRESS: 1250 E. Diehl Road, Suite 300	
CITY, STATE, ZIP: Naperville, IL 60563	TELEPHONE: 630-281-8424
EMAIL: mkeith@atwell-group.com	FAX:

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE THE EXISTING ZONING CLASSIFICATION(S) AND USES OF THE PROPERTY WITHIN THE GENERAL AREA OF THE PROPOSED REZONED PROPERTY:

A-1 Agricultural District

PLEASE STATE THE TREND OF DEVELOPMENT, IF ANY, IN THE GENERAL AREA OF THE PROPERTY IN QUESTION, INCLUDING CHANGES, IF ANY, WHICH HAVE TAKEN PLACE SINCE THE DAY THE PROPERTY IN QUESTION WAS PLACED IN ITS PRESENT ZONING CLASSIFICATION:

The majority of Land in the area is A-1 Agirultural District and this project is the same zoning.

PLEASE STATE THE EXTENT TO WHICH PROPERTY VALUES ARE DIMINISHED BY THE PARTICULAR ZONING RESTRICTIONS:

The proposed solar array will be an enhancement to the United City of Yorkville in that it will provide a source of solar collection through the solar array being constructed by Corneils Road Solar, LLC which will hook directly to the Commonwealth Edison Grid. It dovetails perfectly with the Federal Government's Green Energy Plans and the Build Back America Program; and is environmentally friendly. The panels contain no toxic materials and the landscaping under them will be an environmentally friendly grass. Applicant further intends to introduce other environmentally friendly development methods on the site. There is no harm to surrounding property owners, no detrimental effect to public health, safety, or morals. The encouragement of using solar energy in lieu of fossil fuels is an excellent alternative source of green energy.

PLEASE STATE THE EXTENT TO WHICH THE DESTRUCTION OF PROPERTY VALUES OF PETITIONER PROMOTES THE HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THE PUBLIC:

The proposed solar array will be an enhancement to the United City of Yorkville in that it will provide a source of solar collection through the solar array being constructed by Corneils Road Solar, LLC which will hook directly to the Commonwealth Edison Grid. It dovetails perfectly with the Federal Government's Green Energy Plans and the Build Back America Program; and is environmentally friendly. The panels contain no toxic materials and the landscaping under them will be an environmentally friendly grass. Applicant further intends to introduce other environmentally friendly development methods on the site. There is no harm to surrounding property owners, no detrimental effect to public health, safety, or morals. The encouragement of using solar energy in lieu of fossil fuels is an excellent alternative source of green energy.

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE THE LENGTH OF TIME THE PROPERTY HAS BEEN VACANT AS ZONED CONSIDERED IN THE CONTEXT OF LAND DEVELOPMENT IN THE AREA IN THE VICINITY OF THE SUBJECT PROPERTY:

The property and adjoining property is Zoned A-1 Agricutrual District.

PLEASE STATE THE COMMUNITY NEED FOR THE PROPOSED LAND USE:

The proposed solar array will be an enhancement to the United City of Yorkville in that it will provide a source of solar collection through the solar array being constructed by Corneils Road Solar, LLC which will hook directly to the Commonwealth Edison Grid. It dovetails perfectly with the Federal Government's Green Energy Plans and the Build Back America Program; and is environmentally friendly. The panels contain no toxic materials and the landscaping under them will be an environmentally friendly grass. Applicant further intends to introduce other environmentally friendly development methods on the site. There is no harm to surrounding property owners, no detrimental effect to public health, safety, or morals. The encouragement of using solar energy in lieu of fossil fuels is an excellent alternative source of green energy.

WITH RESPECT TO THE SUBJECT PROPERTY, PLEASE STATE THE CARE WITH WHICH THE COMMUNITY HAS UNDERTAKEN TO PLAN ITS LAND USE DEVELOPMENT:

The Special Use complies with all United City of Yorkville requirements for solar arrays, as well as all State requirements for the use of such facilities and all materials are in compliance with Federal and State Laws.

PLEASE STATE THE IMPACT THAT SUCH RECLASSIFICATION WILL HAVE UPON TRAFFIC AND TRAFFIC CONDITIONS ON SAID ROUTES; THE EFFECT, IF ANY, SUCH RECLASSIFICATION AND/OR ANNEXATION WOULD HAVE UPON EXISTING ACCESSES TO SAID ROUTES; AND THE IMPACT OF ADDITIONAL ACCESSES AS REQUESTED BY THE PETITIONER UPON TRAFFIC AND TRAFFIC CONDITIONS AND FLOW ON SAID ROUTES (ORD. 1976-43, 11-4-1976):

There will be a minimum amount of traffic in and out during the construction phase of the solar array. There will be virtually no traffic in an out on a daily basis once the system is operational. The only traffic in and once the system is operational will be regular maintenance checks and maintenance of the underlying site itself.

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APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 10791 Corneils Road, Plano, IL 60545

PETITIONER DEPOSIT ACCOUNT FUND:
It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 1st of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: Nexamp Matt Kwiatkowski	COMPANY: Corneils Road Solar, LLC
MAILING ADDRESS: 101 Summer Street, Second Floor	
CITY, STATE, ZIP: Boston, MA 02110	TELEPHONE: 317-760-3190
EMAIL: mkwiatkowski@nexamp.com	FAX:

FINANCIALLY RESPONSIBLE PARTY:
I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Corneils Road Solar, LLC

Matthew Walsh
PRINT NAME

SIGNATURE*

VP of Business Development
TITLE

1/15/24
DATE

The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:	
Up to one (1) acre	$5,000
Over one (1) acre, but less than ten (10) acres	$10,000
Over ten (10) acres, but less than forty (40) acres	$15,000
Over forty (40) acres, but less than one hundred (100)	$20,000
In excess of one hundred (100.00) acres	$25,000

LEGAL DEPOSITS:	
Less than two (2) acres	$1,000
Over two (2) acres, but less than ten (10) acres	$2,500
Over ten (10) acres	$5,000

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APPLICATION FOR REZONING

REZONING STANDARDS

PLEASE STATE THE RELATIVE GAIN TO THE PUBLIC AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL PROPERTY OWNER:

The proposed solar array will be an enhancement to the United City of Yorkville in that it will provide a source of solar collection through the solar array being constructed by Corneils Road, LLC which will hook directly to the Commonwealth Edison Grid. It dovetails perfectly with the Federal Government's Green Energy Plans and the Build Back America Program; and is environmentally friendly. The panels contain no toxic materials and the landscaping under them will be an environmentally friendly grass. Applicant further intends to introduce other environmentally friendly development methods on the site. There is no harm to surrounding property owners no detrimental effect to public health, safety, or morals. The encouragement of using solar energy in lieu of fossil fuels is an excellent alternative source of green energy.

PLEASE STATE THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE ZONED PURPOSES:

THe subject property is already zoned A-1 with Kendall County and will be re-zoned to A-1 Special Use with the United City of Yorkville.

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

Corneils Road Solar, LLC

PETITIONER SIGNATURE Matthew Walsh, VP — DATE 1/15/24

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE — DATE

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE: 1/15/24 Colleen Hanson

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

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APPLICATION FOR ANNEXATION

INTENT AND PURPOSE

The purpose of this application is to allow unincorporated land that is contiguous and adjacent to the Yorkville corporate limits to annex into the City. All newly annexed land is automatically zoned to the most restrictive classification under the city's zoning ordinance (R-1 Single-Family Suburban Residence District). Therefore, all voluntary annexation petitions which are seeking a different zoning classification will have to adhere to the rezoning process outlined in "Title 10, Chapter 4, Section 10 Amendments."

This packet explains the process to successfully submit and complete an Application for Annexation. It includes a detailed description of the process, outlines required submittal materials, and contains the application.

For a complete explanation of what is legally required throughout the process, please refer to "Title 10, Chapter 4, Section 11 Annexations" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE

STEP 1

APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- [x] One (1) original signed and notarized application.
- [x] Legal description of the property in Microsoft Word.
- [x] Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- [x] Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- [x] Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- [x] One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP 2

PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

This step is dependent on the complexity of requests and may be skipped at the discretion of staff.

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.

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APPLICATION FOR ANNEXATION

STEP 3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP 4

CITY COUNCIL PUBLIC HEARING

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

If there is not a request for rezoning or PUD agreement, then the request will go directly to the City Council for a public hearing. The petitioner will attend and present their request at a public hearing conducted by the City Council. The City Council will conduct a public hearing on the request, take public comments, and discuss the request.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

STEP 5

CITY COUNCIL

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the annexation request will be reviewed. Depending on the complexity of the request this meeting may be held at the same meeting of the public hearing. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

NECESSARY NOTIFICATIONS

The entities listed below must be notified in writing, by certified or registered mail, of the proposed annexations at least ten (10) days prior to the action taken at City Council. Notices must be delivered to the individual board members at their respective home addresses:

- ☐ Trustees of the fire protection district
- ☐ Trustees of the public library district
- ☐ Township Highway Commissioner, Township Trustees, Township Supervisor, and Township Clerk if land to be annexed includes any highway under township jurisdiction

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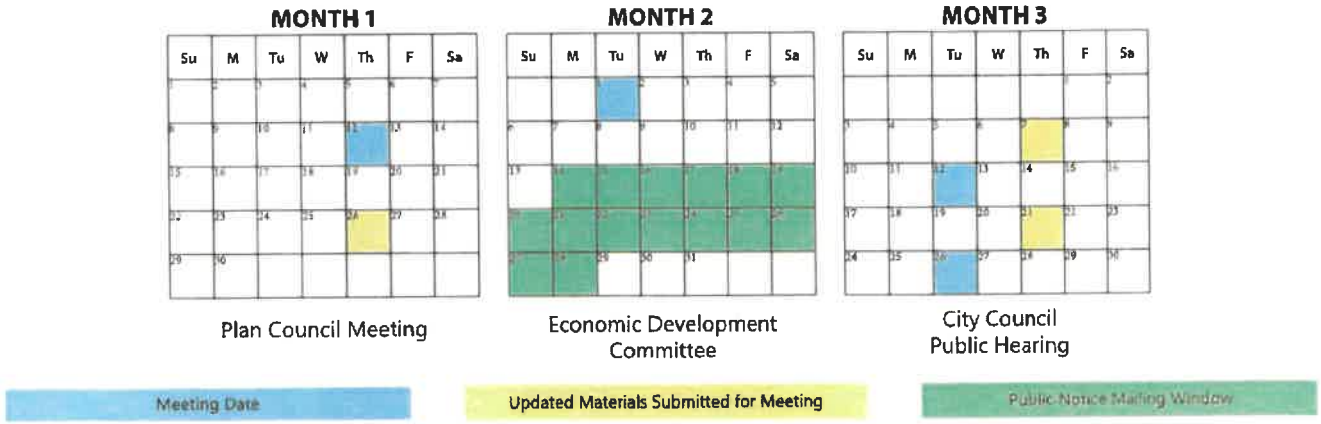
APPLICATION FOR ANNEXATION

SAMPLE MEETING SCHEDULE



This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)

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APPLICATION FOR SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION

CONCEPT PLAN REVIEW	☒ Engineering Plan Review deposit	$500.00	Total: $ 500.00
AMENDMENT	☐ Annexation	$500.00	Total: $
	☐ Plan	$500.00	
	☐ Plat	$500.00	
	☐ P.U.D.	$500.00	
ANNEXATION	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $ 600.00
39.95 (# of Acres) - 5 = 35 (Acres over 5) x $10 = $350.00 (Amount for Extra Acres) + $250 = $ $600.00 (Total Amount)			
REZONING	☐ $200.00 + $10 per acre for each acre over 5 acres		Total: $
If annexing and rezoning, charge only 1 per acre fee; If rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee			
_____ (# of Acres) - 5 = _____ (Acres over 5) x $10 = _____ (Amount for Extra Acres) + $200 = $ _____ (Total Amount)			
SPECIAL USE	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $ 600.00
39.95 (# of Acres) - 5 = 35 (Acres over 5) x $10 = $350.00 (Amount for Extra Acres) + $250 = $ $600.00 (Total Amount)			
ZONING VARIANCE	☐ $85.00 + $500.00 outside consultants deposit		Total: $
PRELIMINARY PLAN FEE	☐ $500.00		Total: $
PUD FEE	☐ $500.00		Total: $
FINAL PLAT FEE	☐ $500.00		Total: $
ENGINEERING PLAN REVIEW DEPOSIT	☐ Less than 1 acre	$5,000.00	Total: $ 15,000.00
	☐ Over 1 acre, less than 10 acres	$10,000.00	
	☒ Over 10 acres, less than 40 acres	$15,000.00	
	☐ Over 40 acres, less than 100 acres	$20,000.00	
	☐ Over 100 acres	$25,000.00	
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services*	For Annexation, Subdivision, Rezoning, and Special Use:		Total: $ 5,000.00
	☐ Less than 2 acres	$1,000.00	
	☐ Over 2 acres, less than 10 acres	$2,500.00	
	☒ Over 10 acres	$5,000.00	
	TOTAL AMOUNT DUE:		$21,700.00

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APPLICATION FOR ANNEXATION

DATE:	PZC NUMBER:	DEVELOPMENT NAME: 126612 Corneils Road Solar, LLC
PETITIONER INFORMATION		
NAME: Matt Kwiatkowski		COMPANY: 126612 Corneils Road Solar, LLC
MAILING ADDRESS:		
CITY, STATE, ZIP:		TELEPHONE: ○ BUSINESS ○ HOME 317-760-3190
EMAIL: mkwiatkowski@nexamp.com		FAX:
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: Gary L. Bennett and Betty S. Bennett		
IS THE PROPERTY OCCUPIED OR VACANT: the 39.95 acres being annexed and a special sue request is vacant farmland		
IF OCCUPIED, PLEASE LIST ALL NAMES OF ELECTORS (THOSE REGISTERED TO VOTE) RESIDING ON THE PROPERTY:		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 10791 Corneils Road, Plano, Illinios 60545		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: vacant land adjacent to 10791 Corneils Road, Plano, IL 60545		
CURRENT ZONING CLASSIFICATION: A-1 /R-1		
ZONING AND LAND USE OF SURROUNDING PROPERTIES		
NORTH: A-1/R-2		
EAST: A-1/R-2		
SOUTH: A-1		
WEST: County of Kendall A-1/M-1/Special Use		
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)		

02-08-300-008			
02-08-300-011			
02-08-300-012			

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APPLICATION FOR ANNEXATION

PLEASE DESCRIBE IN DETAIL ANY ADDITIONAL REQUESTS TO BE MADE UPON ANNEXATION APPROVAL.

Special Use for a solar array

ATTORNEY INFORMATION	
NAME: Daniel J. Kramer	COMPANY: Law Offices of Daniel J. Kramer
MAILING ADDRESS: 1107A S. Bridge Street	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-9500
EMAIL: dkramer@dankramerlaw.com	FAX:
ENGINEER INFORMATION	
NAME: Michael Keith	COMPANY: Atwell
MAILING ADDRESS: 1250 E. Diehl Road, Suite 300	
CITY, STATE, ZIP: Naperville, IL 60560	TELEPHONE: 630-281-8424
EMAIL: mkeith@atwell-group.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Michael Keith	COMPANY: Atwell
MAILING ADDRESS: 1250 E. Diehl Road, Suite 300	
CITY, STATE, ZIP: Naperville, IL 60560	TELEPHONE: 630-281-8424
EMAIL: mkeith@atwell-group.com	FAX:

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

Petitioner must provide a written petition signed by a majority of the owners of record of land in the territory and also by a majority of the electors, if any, residing in the territory. Attach as a separate petition titled as "Exhibit C".

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APPLICATION FOR ANNEXATION

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

PETITIONER SIGNATURE _____ DATE _____

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

X Daryl Bennett Betty Bennett 12-15-2023
OWNER SIGNATURE DATE

Colleen Hanson 12/15/2023

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

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[signature] 12-14-23

PETITIONER SIGNATURE — DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE — DATE

Colleen Hanson 12/14/2023

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APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 10791 Cornells Road, PLano, IL 60545

PETITIONER DEPOSIT ACCOUNT FUND:
It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: Matt Kwiatowski	COMPANY: 126612 Cornells Road Solar, LLC
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE: 317-760-3190
EMAIL: mkwiatkowski@nexamp.com	FAX:

FINANCIALLY RESPONSIBLE PARTY:
I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

MATTHEW WALSH
PRINT NAME

VP OF BUSINESS DEVELOPMENT
TITLE

SIGNATURE*

12-14-23
DATE

**The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	$5,000	Less than two (2) acres	$1,000
Over one (1) acre, but less than ten (10) acres	$10,000	Over two (2) acres, but less than ten (10) acres	$2,500
Over ten (10) acres, but less than forty (40) acres	$15,000	Over ten (10) acres	$5,000
Over forty (40) acres, but less than one hundred (100)	$20,000		
In excess of one hundred (100.00) acres	$25,000		

CERTIFIED MAILING
AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I/We, _____, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, _____, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on _____, 20_____.

_____
Signature of Petitioner(s)

Subscribed and sworn to before me this

_____ day of _____, 20_____

_____
Notary Public

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR PUBLIC HEARING SIGN

PERMIT NUMBER:	**DATE/TIME RECEIVED:**
SITE ADDRESS: 10791 Corneils Road, PLano, IL 60545	PARCEL NUMBER: 02-08-300-008
SUBDIVISION: N/A	LOT/UNIT:
APPLICANT INFORMATION	
NAME: 126612 Corneils Road Solar, LLC	TELEPHONE: ○ HOME ◉ BUSINESS 317-760-3190
ADDRESS:	E-MAIL: ○ HOME ○ BUSINESS
CITY, STATE, ZIP:	FAX:
SIGN INFORMATION	
DATE OF PICK UP:	NUMBER OF SIGNS:
DATE OF PUBLIC HEARING:	SIGN RETURN DATE:

The undersigned hereby states that they have acquired Public Hearing Signs from the United City of Yorkville's Community Development Department and agrees to return said sign/s to Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois, immediately following the date of the public hearing.

Petitioner or Representative agrees to pay to the United City of Yorkville a deposit of $50 for each sign. The deposit will be returned to the petitioner when the public hearing sign/s have been returned to the City.

Petitioner or Representative further agrees to pay to the United City of Yorkville the full amount of the purchase price for each sign not returned to the United City of Yorkville within seven (7) days after the date of the public hearing.

[signature] 12-14-23

SIGNATURE/AUTHORIZED AGENT — DATE

DATE RETURNED: _____

RECEIVED BY: _____ PZC# _____

United City of Yorkville
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Yorkville, Illinois, 60560
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APPLICATION FOR SPECIAL USE

INTENT AND PURPOSE

The purpose of the zoning code is based upon the authority of the City to divide its land into districts by use, bulk, and structures, in a substantially uniform manner. It is recognized that while some uses are permitted under the zoning code to keep uniformity, a case-by-case analysis must be conducted for certain permitted uses to discover the impact of those uses on neighboring land. In these cases a special use must be granted.

This packet explains the process to successfully submit and complete an Application for Special Use. It includes a detailed description of the process, outlines required submittal materials, and contains the application for special use.

For a complete explanation of what is legally required throughout the Special Use process, please refer to "Title 10, Chapter 4, Section 9: Special Uses" of the Yorkville, Illinois City Code.

APPLICATION PROCEDURE

STEP 1

APPLICATION SUBMITTAL

SUBMIT APPLICATION, FEES, AND PLANS TO THE COMMUNITY DEVELOPMENT DEPT.

The following must be submitted:

- ☒ One (1) original signed and notarized application.
- ☒ Legal description of the property in Microsoft Word.
- ☒ Three (3) copies each of the exhibits, proposed drawings, location map, and site plan. All exhibits and plans must be an appropriate size for all details and descriptions to be legible.
- ☒ Appropriate application and filing fee. Checks may be written to the United City of Yorkville.
- ☒ Signed Applicant Deposit Account/Acknowledgment of Financial Responsibility form.
- ☒ One (1) electronic copy (PDF) of all materials submitted including application and exhibits.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. An incomplete submittal could delay the scheduling of the project.

The petitioner is responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The petitioner will be required to establish a deposit account with the City to cover these fees.

Once a submitted and complete, Community Development staff will provide a tentative schedule of meetings as well as all needed documents for the process.

STEP 2

PLAN COUNCIL

MEETS ON THE 2ND & 4TH THURSDAY OF THE MONTH

The petitioner must present the proposed request to the Plan Council. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. This meeting is held to provide the petitioner with guidance from all City staff departments to ensure the petitioner is aware of all requirements and regulations for their development. Upon recommendation by the Plan Council, the petitioner will move forward to the Economic Development Committee.

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APPLICATION FOR SPECIAL USE

STEP 3

ECONOMIC DEVELOPMENT COMMITTEE

MEETS ON THE 1ST TUESDAY OF THE MONTH

The petitioner must present the proposed plan to the Economic Development Committee. The committee consists of four alderman who will provide feedback to the petitioner regarding their request. This feedback allows the petitioner to gather comments and concerns prior to full City Council considerations. It also allows the City Council members to review the request prior to its arrival at City Council.

STEP 4

PLANNING & ZONING COMMISSION

MEETS ON THE 2ND WEDNESDAY OF THE MONTH

The petitioner will attend and present their request at a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No special use shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance.

The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. The public hearing notice will be drafted by the City as well as published in a local newspaper. Additionally, a public hearing notice sign must be placed on the property no less than fifteen (15) days prior to the public hearing.

A certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document.

STEP 5

CITY COUNCIL

MEETS ON THE 2ND & 4TH TUESDAY OF THE MONTH

The petitioner will attend the City Council meeting where the recommendation of the special use will be considered. City Council will make the final approval of the special use. If approved, City staff will have a drafted ordinance to be signed by the Council and must be recorded with the County Clerk before any further steps may be taken by the petitioner.

SUMMARY OF RESPONSIBILITIES

Below is a summary breakdown of what will be required by the petitioner and what will be completed by the City:

PETITIONER

- ☐ Signed and Notarized Application
- ☐ Required Plans, Exhibits, and Fees
- ☐ Certified Mailing of Public Notice
- ☐ Signed Certified Affidavit of Mailings
- ☐ Attendance at All Meetings

CITY STAFF

- ☐ Detailed Schedule After Complete Submission
- ☐ Public Hearing Notice Language
- ☐ Posting of the Public Notice in a Local Newspaper
- ☐ Public Hearing Sign Application
- ☐ Draft Ordinance & Signatures for Recording

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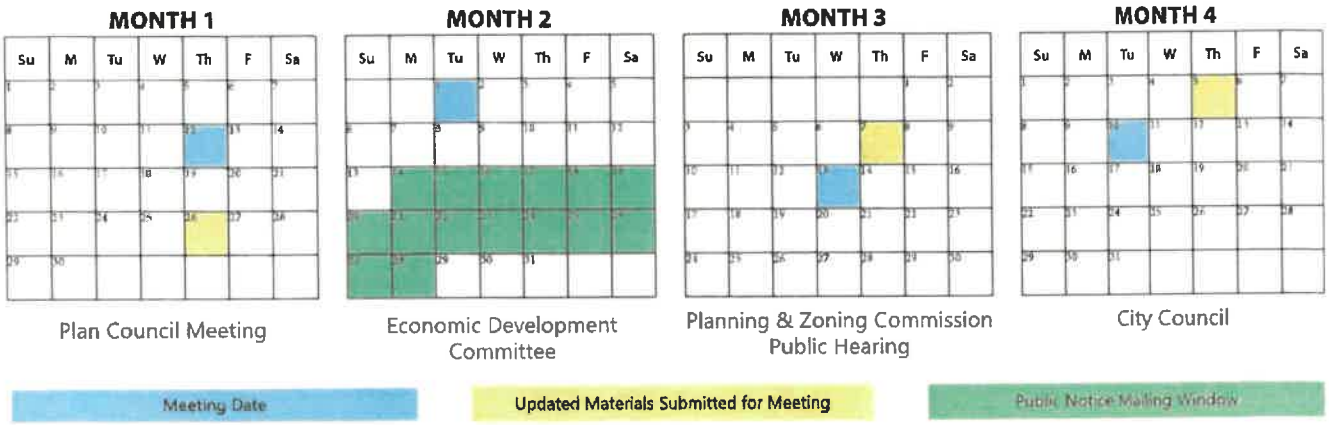
APPLICATION FOR SPECIAL USE

SAMPLE MEETING SCHEDULE



This is a sample of what a schedule may look like after submission. The Step 1 Submission must be completed before the Plan Council Meeting can be scheduled. This timeline represents an ideal schedule. Throughout the review process, there may be requests or changes to the submission requested by the committees which may delay the meeting schedule. As illustrated, there is a small amount of time between meeting dates and the deadline for updated materials to be submitted for review. Depending on the complexity and nature of the request, this timeline may be extended to give the petitioner and staff enough time to review requested updates to the submission.

DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the submission requirements. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial planning and zoning commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)

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APPLICATION FOR SPECIAL USE

INVOICE & WORKSHEET PETITION APPLICATION

CONCEPT PLAN REVIEW	☒ Engineering Plan Review deposit	$500.00	Total: $ 500.00
AMENDMENT	☐ Annexation	$500.00	Total: $
	☐ Plan	$500.00	
	☐ Plat	$500.00	
	☐ P.U.D.	$500.00	
ANNEXATION	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $ 600.00
39.95 (# of Acres) - 5 = 35 (Acres over 5) x $10 = $350.00 (Amount for Extra Acres) + $250 = $ $600.00 (Total Amount)			
REZONING	☐ $200.00 + $10 per acre for each acre over 5 acres		Total: $
If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee			
_____ (# of Acres) - 5 = _____ (Acres over 5) x $10 = _____ (Amount for Extra Acres) + $200 = $ _____ (Total Amount)			
SPECIAL USE	☐ $250.00 + $10 per acre for each acre over 5 acres		Total: $ 600.00
39.95 (# of Acres) - 5 = 35 (Acres over 5) x $10 = $350.00 (Amount for Extra Acres) + $250 = $ $600.00 (Total Amount)			
ZONING VARIANCE	☐ $85.00 + $500.00 outside consultants deposit		Total: $
PRELIMINARY PLAN FEE	☐ $500.00		Total: $
PUD FEE	☐ $500.00		Total: $
FINAL PLAT FEE	☐ $500.00		Total: $
ENGINEERING PLAN REVIEW DEPOSIT	☐ Less than 1 acre	$5,000.00	Total: $ 15,000.00
	☐ Over 1 acre, less than 10 acres	$10,000.00	
	☒ Over 10 acres, less than 40 acres	$15,000.00	
	☐ Over 40 acres, less than 100 acres	$20,000.00	
	☐ Over 100 acres	$25,000.00	
OUTSIDE CONSULTANTS DEPOSIT *Legal, land planner, zoning coordinator, environmental services*	For Annexation, Subdivision, Rezoning, and Special Use:		Total: $ 5,000.00
	☐ Less than 2 acres	$1,000.00	
	☐ Over 2 acres, less than 10 acres	$2,500.00	
	☒ Over 10 acres	$5,000.00	
	TOTAL AMOUNT DUE:		$21,700.00

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APPLICATION FOR SPECIAL USE

DATE: December 14, 2023	PZC NUMBER:	DEVELOPMENT NAME: 126612 Corneils Road Solar, LLC

PETITIONER INFORMATION

NAME: Matt Kwiatkowski	COMPANY: 126612 Corneils Road Solar, LLC
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE: ◉ BUSINESS ○ HOME 317-760-3190
EMAIL: mkwiatkowski@nexamp.com	FAX:

PROPERTY INFORMATION

NAME OF HOLDER OF LEGAL TITLE: Gary L. Bennett and Betty S. Bennett

IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:

PROPERTY STREET ADDRESS: 10791 Corneils Road, Plano, Illinois 60545

DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION:

CURRENT ZONING CLASSIFICATION: A-1/R-2	COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION: A-1/R-2

REQUESTED SPECIAL USE:
A-1 Special Use for a Solar array

ZONING AND LAND USE OF SURROUNDING PROPERTIES

NORTH: A-1 and R-2

EAST: A-1 and R-2

SOUTH: A-1

WEST: COunty of Kendall A-1/M-1/ Special Use

KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)

02-08-300-008			
02-08-300-011			
02-08-300-012			

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APPLICATION FOR SPECIAL USE

ATTORNEY INFORMATION	
NAME: Daniel J. Kramer	COMPANY: Law Offices of Daniel J. Kramer
MAILING ADDRESS: 1107A S. Bridge Street	
CITY, STATE, ZIP: Yorkvile, Illinois 60560	TELEPHONE: 630-553-9500
EMAIL: dkramer@dankramerlaw.com	FAX: 630-553-5764
ENGINEER INFORMATION	
NAME: Michael Keith	COMPANY: Atwell
MAILING ADDRESS: 1250 E. Diehl Road, Suite 300	
CITY, STATE, ZIP: Naperville, IL 60563	TELEPHONE: 630-281-8424
EMAIL: mkeith@atwell-group.com	FAX:
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Michael Keith	COMPANY: Atwelll
MAILING ADDRESS: 1250 E. Diehl Road, Suite 300	
CITY, STATE, ZIP: Npaerville, IL 60563	TELEPHONE: 630-281-8424
EMAIL: mkeith@atwellgroup.com	FAX:

ATTACHMENTS

Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".

Petitioner must list the names and addresses of any adjoining or contiguous landowners within five hundred (500) feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

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APPLICATION FOR SPECIAL USE

SPECIAL USE STANDARDS

PLEASE STATE HOW THE ESTABLISHMENT, MAINTENANCE OR OPERATION OF THE SPECIAL USE WILL NOT BE UNREASONABLY DETRIMENTAL TO OR ENDANGER THE PUBLIC HEALTH, SAFETY, MORALS, COMFORT OR GENERAL WELFARE:

The proposed solar array will be an enhancement to the United City of Yorkville in that it will provide a source of solar collection through the solar array being constructed by 126612 Corneils Road, LLC which will hook directly to the Commonwealth Edison Grid. It dovetails perfectly with the Federal Government's Green Energy Plans and the Build Back America Program; and is environmentally friendly. The panels contain no toxic materials and the landscaping under them will be an environmentally friendly grass. Applicant further intends to introduce other environmentally friendly development methods on the site. There is no harm to surrounding property owners, no detrimental effect to public health, safety, or morals. The encouragement of using solar energy in lieu of fossil fuels is an excellent alternative source of green energy.

PLEASE STATE HOW THE SPECIAL USE WILL NOT BE INJURIOUS TO THE USE AND ENJOYMENT OF OTHER PROPERTY IN THE IMMEDIATE VICINITY FOR THE PURPOSE ALREADY PERMITTED, NOR SUBSTANTIALLY DIMINISH AND IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

The proposed solar arrray will be constructed in a manner that will cause no damage to surrounding property owners.

PLEASE STATE HOW THE ESTABLISHMENT OF THE SPECIAL USE WILL NOT IMPEDE THE NORMAL AND ORDERLY DEVELOPMENT AND IMPROVEMENT OF SURROUNDING PROPERTY FOR USES PERMITTED IN THE DISTRICT:

The intended construction and operation of the solar array in no way determinately effects the operation and development of surrounding real property nor does it imped the use of existing property.

PLEASE STATE HOW ADEQUATE UTILITIES, ACCESS ROADS, DRAINAGE OR OTHER NECESSARY FACILITIES HAVE BEEN OR ARE BEING PROVIDED:

The project is suitably located in that there is readily available connection sources to the Commonwealth Edison electrical grid. There is great access for repair and maintenance off of Illinois Route 47. Third, there is an access road planned under the previous City Planned Unit Development accessing the Property off of Galena Road. It is an excellent site for this use and one that is a transitional use to surrounding zoning classifications in a complimentary fashion.

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APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS:

PETITIONER DEPOSIT ACCOUNT FUND:
It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: Matt Kwiatkowski	COMPANY: 126612 Corneils Road Solar, LLC
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE: 317-760-3190
EMAIL: mkwiatkowski@nexamp.com	FAX:

FINANCIALLY RESPONSIBLE PARTY:
I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

MATTHEW WALSH
PRINT NAME

VP of BUSINESS DEVELOPMENT
TITLE

SIGNATURE*

12-14-23
DATE

**The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)*

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

ENGINEERING DEPOSITS:		LEGAL DEPOSITS:	
Up to one (1) acre	$5,000	Less than two (2) acres	$1,000
Over one (1) acre, but less than ten (10) acres	$10,000	Over two (2) acres, but less than ten (10) acres	$2,500
Over ten (10) acres, but less than forty (40) acres	$15,000	Over ten (10) acres	$5,000
Over forty (40) acres, but less than one hundred (100)	$20,000		
In excess of one hundred (100.00) acres	$25,000		

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APPLICATION FOR SPECIAL USE

SPECIAL USE STANDARDS

PLEASE STATE HOW ADEQUATE MEASURES HAVE BEEN OR WILL BE TAKEN TO PROVIDE INGRESS OR EGRESS SO DESIGNED AS TO MINIMIZE TRAFFIC CONGESTION IN THE PUBLIC STREETS:

There will be a minimum amount of traffic in and out during the construction phase of the solar array. There will be virtually no traffic in an out on a daily basis once the system is operational. The only traffic in and once the system is operational will be regular maintenance checks and maintenance of the underlying site itself.

PLEASE STATE HOW THE SPECIAL USE SHALL IN ALL OTHER RESPECTS CONFORM TO THE APPLICABLE REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED, EXCEPT AS SUCH REGULATIONS MAY IN EACH INSTANCE BE MODIFIED BY THE CITY COUNCIL PURSUANT TO THE RECOMMENDATIONS OF THE PLANNING AND ZONING COMMISSION:

The Special Use complies with all United City of Yorkville requirements for solar arrays, as well as all State requirements for the use of such facilities and all materials are in compliance with Federal and State Laws.

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

PETITIONER SIGNATURE _____ DATE _____

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

X Gary Bennett Betty Bennett 12/15/2023
OWNER SIGNATURE DATE

Colleen Hanson 12/15/2023
THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

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APPLICATION FOR SPECIAL USE

SPECIAL USE STANDARDS

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PETITIONER SIGNATURE

12-14-23
DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

OWNER SIGNATURE

DATE

Colleen Hanson 12/14/2023

"OFFICIAL SEAL"
COLLEEN T HANSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 979188
MY COMMISSION EXPIRES 10/6/2027

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

CERTIFIED MAILING
AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I/We, Daniel J. Kramer, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, _____, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on _____, 20_____.

_____
Signature of Petitioner(s)

Subscribed and sworn to before me this

_____ day of _____, 20_____

_____
Notary Public

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR PUBLIC HEARING SIGN

PERMIT NUMBER:	**DATE/TIME RECEIVED:**
SITE ADDRESS: 10791 Corneils Road, Plano, IL 60545	PARCEL NUMBER: 02-08-300-008
SUBDIVISION: N/A	LOT/UNIT:
APPLICANT INFORMATION	
NAME: 126612 Corneils Road Solar, LLC	TELEPHONE: ◉ HOME ○ BUSINESS 317-760-3190
ADDRESS:	E-MAIL: ○ HOME ○ BUSINESS mkwiatkowski@nexamp.com
CITY, STATE, ZIP:	FAX:
SIGN INFORMATION	
DATE OF PICK UP:	NUMBER OF SIGNS:
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SIGNATURE/AUTHORIZED AGENT

12-14-23
DATE

DATE RETURNED: _____

RECEIVED BY: _____ PZC# _____

JOHN MEYER
90 SHORE DR
OGDEN DUNES, IN, 463681007

JOHN MEYER
90 SHORE DR
OGDEN DUNES, IN, 463681007

MCARTHUR JOAN TR MCARTHUR JAMES B & VIRGINIA TR &
10417 CORNEIL RD
PLANO, IL, 60545

VAN THOMPSON CHARLES WALLIS LARRY A &
55 LANE 140B LAKE GEORGE
FREMONT, IN, 46737

JOHN MEYER
90 SHORE DR
OGDEN DUNES, IN, 463681007

GARY & BETTY BENNETT
10791 CORNEILS RD
PLANO, IL, 60545

ROSENWINKEL FAMILY TRUST ET AL
% JOHN ROSENWINKEL
10735 CHICAGO RD
WATERMAN, IL, 60556

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FREMONT, IN, 46737

PATRICIA A BAKALA
10711 CORNEILS RD
PLANO, IL, 60545

LORIE P TESKA
1 ROYAL OAKS CT
BRISTOL, IL, 60512

ROSENWINKEL FAMILY TRUST ET AL 501
% JOHN ROSENWINKEL
10735 CHICAGO RD
WATERMAN, IL, 60556

% LARRY WALLIS NELSON LAND COMPANY
55 LANE 140 B
LAKE GEORGE
FREMONT, IN, 46737

CHARLES R & JULIE E BENNETT
10907 CORNEILS RD
PLANO, IL, 60545

GARY L & BETTY S BENNETT
10791 CORNIELS RD
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BRISTOL, IL, 60512

TEQUILLA SUNRISE ENTERPRISES LLC
1107 S BRIDGE ST STE D
YORKVILLE, IL, 60560

GARY & BETTY BENNETT
10791 CORNEILS RD
PLANO, IL, 60545

% SCOTT BRUNNEL BRUNNEL REALTY TEQUILA SUNRISE ENTERPRISES LLC
1107 S BRIDGE ST STE D
YORKVILLE, IL, 60560

GARY & BETTY BENNETT
10791 CORNEILS RD
PLANO, IL. 60545

% LARRY WALLIS NELSON LAND COMPANY
55 LANE 140 B
LAKE GEORGE
FREMONT, IN, 46737

ROSENWINKEL FAMILY TRUST ET AL 501
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10735 CHICAGO RD
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PLANO. IL, 60545

CHICAGO WB INVESTORS LLC
c/o SAM ZABALA
315 FLATBUSH AVE #302
BROOKLYN, NY. 11217

GARY & BETTY BENNETT
10791 CORNEILS RD
PLANO, IL, 60545

JOHN MEYER
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FREMONT, IN, 46737

GARY L & BETTY S BENNETT
10791 CORNIELS RD
PLANO. IL, 60545

December 13, 2023

Krysti Barksdale-Noble, Community Development Director
Village of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Special Use Permit Application – Corneils Road Solar, LLC
Proposed 4.99-MW(AC) Commercial Solar Collector System

Applicant: Corneils Road Solar, LLC.
Project Location: 10791 Corneils Road, Plano, IL 60545

Dear Ms. Barksdale-Noble, Members of the Planning and Zoning Board, and City Council:

On behalf of Corneils Road Solar, LLC., please find enclosed and below is our:

- Project narrative and with project details
- Special Use Permit Application:
  - Special Use Permit Application
  - Special Use Permit Plan Set
  - Electrical Diagram
  - Manufacturer's Specifications
  - Glare Analysis
  - Interconnection Agreement
  - Decommissioning Plan
  - Plat of Survey
  - Legal Description
  - Aerial Map
- Application Fee

Project Narrative:

Corneils Road Solar, LLC is requesting approval of a Special Use Permit to allow for development and operation of a 4.99 (AC) ground-mounted distributed generation solar garden facility on the approximately 94-acre subject property (PINS: 02-08-300-008, 02-08-300-012 and 02-08-300-011). The project intends develop approximately 40 acres of the overall parcel. The arrays would be installed over existing farmland and enclosed with a fenced area for safety and security measures.

Nexamp Background:

In 2007, U.S. Army veterans Will Thompson and Dan Leary realized a vision for making a range of renewable energy options more affordable and accessible to homeowners and businesses throughout the Commonwealth of Massachusetts. The pair launched NexGen Energy Solutions, a turnkey provider of renewable energy and carbon solutions, in their hometown of North Andover, Massachusetts. NexGen became Nexamp later in 2007.

During the early years, Nexamp delivered a variety of energy systems for residential, commercial, municipal and agricultural customers. Energy solutions offered included solar PV, solar thermal, micro-wind, geothermal heating and cooling, and a wide array of energy efficiency services. In 2011, the company began shifting its focus fully toward commercial and industrial solar facilities, working with businesses and municipalities that wanted to offset their traditional utility energy power using on-site renewable solar generation.

2015 marked Nexamp's first Community Solar project and the beginning of a new chapter for the company. Leveraging its integrated approach of developing, building, owning and operating solar plants, Nexamp turned its focus to community solar, and alongside that the mission of making the benefits of solar power available to everyone—homeowners, renters, non-profits, small businesses, farms and more. Nexamp was named NECEC Clean Energy Company of the Year in 2015 and a Solar Power World Top 3 Commercial Solar Developer in 2017.

In 2016, Mitsubishi's Diamond Generating Corporation made a significant investment in Nexamp, and in 2018 the group made an additional investment that gave it a controlling interest. Nexamp secured an additional round of investment in 2021, this time with Generate Capital, a leading clean energy private equity firm. Serving a rapidly expanding network of individuals, property owners, businesses and communities that benefit from its nationally distributed portfolio of solar assets, Nexamp is a Massachusetts-based, nationally headquartered solar company that is laying the groundwork for a cleaner, more secure and resilient energy future.

Nexamp entered the Illinois market in 2018, and has since become a market leader, with a large share of the currently operating community solar projects in the state.

Project Details:

In your review of this Special Use Permit request, we ask that staff, the Planning and Zoning Board, and City Council consider the following:

I. Project components:

- Solar modules (i.e. panels) are mounted on racking that slowly rotate and track the sun; there are approximately 11,592 modules proposed to be installed;
- Battery Energy Storage is proposed;
- At full tilt, the height of the solar array will be more than 20 feet in height;
- The solar modules are treated with anti-reflective coating to minimize glare;
- The racking is mounted to metal piles. Concrete foundations are not anticipated;
- The system will be remotely monitored, meaning there will be little traffic generated;
- Electrical cables will be installed underground for the entire project with exception of a series of poles necessary to interconnect with ComEd along Corneils Road;
- Perimeter security fencing up to 8 ft. height;
- Location of proposed structures is in compliance with City setback requirements;
- Existing drainage patterns will be maintained throughout the site to the maximum extent possible;
- Limited area of gravel driveway for site access and maintenance;
- The inverter and transformer will be located within the fence-on a concrete equipment pad;
- Disturbed areas will be re-vegetated with a pollinator friendly seed mix;

II. Construction:

- Estimated approximately 20 to 30 jobs will be created during construction;
- Most jobs will be local but some may be brought in if the skill set required is not available;
- Typical jobs created include construction jobs - i.e. equipment operators, electricians, fence installers, laborers and construction managers;

III. Development Schedule:

- Anticipated construction start is Spring of 2025, depending on a number of factors;
- Duration of construction is typically +/- 6 months;

IV. Traffic:

- Construction traffic will typically be standard semi-tractor trailers – oversized loads are not anticipated;
- At the start of construction there may be a half dozen deliveries a day and will then taper off to 1 to 2 delivery trucks per day;
- There will be proximately 30 – 40 employees at a time during construction;

V. Maintenance:

- There are typically several site visits per year to maintain the system;
- No employees will be permanently located on-site;
- The site will be remotely monitored;
- Typically, Nexamp relies on rainfall to clean the panel surfaces. As such, it is not anticipated chemicals for cleaning the solar panels will be used, stored or disposed of on this site;
- Typically, any snowfall will slide off the panels. Therefore, we do not anticipate any snow removal unless necessary.

VI. Compliance with Standards for Special Use (10-19-4(C)):

We believe the proposed project wholly meets the Special Use Permit review finding of fact criteria outlined in the City Unified Development Ordinance Section 10-19-4(C).

1. **The City Council shall determine that the application has met all of the general requirements of this chapter.**

   The proposed project meets all the general requirements of the City Zoning Ordinance applicable to the subject property and proposed use.

2. **The proposed energy system shall further the intent of this chapter and provide renewable energy to the property on which it is proposed.**

   The proposed project meets the intent of the City Zoning Ordinance and will provide renewable energy to the northern Illinois community.

3. **The proposed alternative energy system is located in such a manner as to minimize intrusions on adjacent residential uses through siting on the lot, selection of appropriate equipment, and other applicable means.**

   The proposed project will not be injurious to the use and enjoyment nearby residential property in the immediate vicinity for the purposes already permitted by the zoning standards. Care has been taken to locate the proposed solar system over 1,000 feet from the nearest residential structure (from nearest existing residential structure to the nearest proposed module).

4. **The establishment for the proposed alternative energy system will not prevent the normal and orderly use, development or improvement of the adjacent property for uses permitted in the district.**

   The project designed to be setback in excess of ordinance requirements, particularly from the residential properties. The project will protect open space and the underlying farmland as after the project is decommissioned the land can be returned to traditional farming or other uses. This project will not impede normal and orderly development in the City of Yorkville.

On behalf of Corneils Road Solar, LLC we thank you in advance for your consideration of our request for approval. We look forward to review of our submittal at the next Community Development meeting and Planning & Zoning Commission meetings. In the interim, please contact us with any questions regarding our submittal or if any additional information is required.

Sincerely,

Matt Kwiatkowski
Business Development Manager
P: 317-760-3190
E: MKwiatkowski@nexamp.com

nexamp

Corneils Road Solar, LLC - DECOMMISSIONING PLAN

Corneils Road Solar, LLC has prepared this Decommissioning Plan (the "Plan") for its proposed 4.99-Megawatt (AC) solar photovoltaic facility (the "Facility") to be constructed along Corneils Road, Bristol, Illinois. The Plan describes the process for decommissioning the Facility in accordance with applicable federal, state, and local requirements. Decommissioning of the Facility shall be completed within six (6) months after operation of the solar facility stops being operational.

Facility Description

The Facility will consist of a 4.99-megawatt (AC) capacity solar power-generating array secured within a fixed knot fence surrounding the solar panels and equipment, accessed through a locked 20' wide swing gate on the access road. The access road enters the project area off Corneils Road. The Facility will include the following site features:

- An approximate 31-acre area of photovoltaic (PV) modules, mounting system and associated equipment inside the perimeter fence;
- Driven piles supporting the PV modules;
- One or two transformers (filled with biodegradable mineral oil) and two central inverters;
- Perimeter fence with no barbed wire;
- Underground conduit and wires within the system area;
- Electrical interconnection equipment including several above ground poles to connect to the Commonwealth Edison (ComEd) distribution line on Corneils Road;
- A gravel access drive;
- A metal security gate at the entrance to the array area; and

Decommissioning Plan

The Facility will be decommissioned by completing the following major steps: Dismantlement, Demolition, Disposal or Recycle; and Site Stabilization, as further described below.

Dismantlement, Demolition, and Disposal or Recycle

A significant portion of the components that comprise the Facility will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and modules. Due to their re-sale monetary value, these components will be dismantled, disassembled, and recycled rather than being demolished and disposed of.

Following coordination with ComEd regarding timing and required procedures for disconnecting the Facility from the utility distribution network, all electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the PV modules will be severed at each module, and the modules will then be removed from their framework by cutting or dismantling the connections to the supports. Modules will be removed and sold to a purchaser or recycler. In the event of a total fracture of any modules, the interior materials are silicon-based and are not hazardous. Disposal of these materials at a landfill will be permissible.

The PV mounting system framework will be dismantled and recycled. The metal piles will be removed from their approximated depth of four feet and recycled. All other associated structures will be demolished and removed from the site for recycling or disposal. This will include the site fence and gates, which will likely be reclaimed or recycled.

Grade slabs will be broken and removed to a depth of one foot below grade, and clean concrete will be crushed and disposed of off-site or recycled (reused either on- or off-site).

Aboveground utility poles owned by Corneils Road Solar, LLC will be completely removed and disposed of off-site in accordance with utility best practices. Any overhead wires will be removed from the Facility and will terminate at the utility-owned connections. ComEd will be responsible for dismantling any overhead wires and poles under its ownership. Coordination with ComEd personnel will be conducted to facilitate ComEd's removal of any poles and overhead wires located on the site.

A final site walkthrough will be conducted to remove debris and/or trash generated during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the facility being removed. Sanitary facilities will be provided on-site for the workers performing the decommissioning of the Facility.

Decommissioning Requirements

The following items shall be implemented during the decommissioning of the Facility:

- If underground drainage tiles are damaged by Deconstruction, they shall be repaired in a manner that assures the tile line's proper operation.
- After the topsoil has been replaced, all areas that are not directly under photovoltaic panels that were traversed by vehicles and Deconstruction equipment shall be ripped at least 18 inches deep, and all pasture and woodland shall be ripped at least 12 inches deep to the extent practicable. The existence of tile lines or underground utilities may necessitate less depth.

- Following the completion of Deconstruction, the disturbed area shall be restored, as closely as practical, to its original pre-construction elevation.
- Weed control shall be provided in a manner that prevents the spread of weeds onto agricultural land affected by Deconstruction. Spraying shall be done by an applicator that is appropriately licensed for doing such work in the State of Illinois.

Site Stabilization

The areas of the Facility that are disturbed during decommissioning will be re-graded to establish a uniform slope and stabilized via hydroseeding with a ground treatment approved by the City of Yorkville.

Permitting Requirements

Given the size and location of the Facility, several approvals will be obtained prior to initiation of the decommissioning process. Table 1 provides a summary of the expected approvals if the decommissioning were to take place at the time of the preparation of this Decommissioning Plan. Noting that the decommissioning is expected to occur at a much later date, the permitting requirements listed in the table below will be reviewed at that time and updated based on then current local, state, and federal regulations.

Table 1. Current Permitting Requirements for Decommissioning

Permit	Agency	Threshold/Trigger
National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Construction Activity	Illinois Environmental Protection Agency (IEPA)	Ground disturbance of greater than 1 acre requires preparation of a Stormwater Pollution Prevention Plan, including erosion and sedimentation controls.
Building Permit	City of Yorkville	A building permit must be obtained for any construction, alteration, repair, demolition, or change to the use or occupancy of a building.

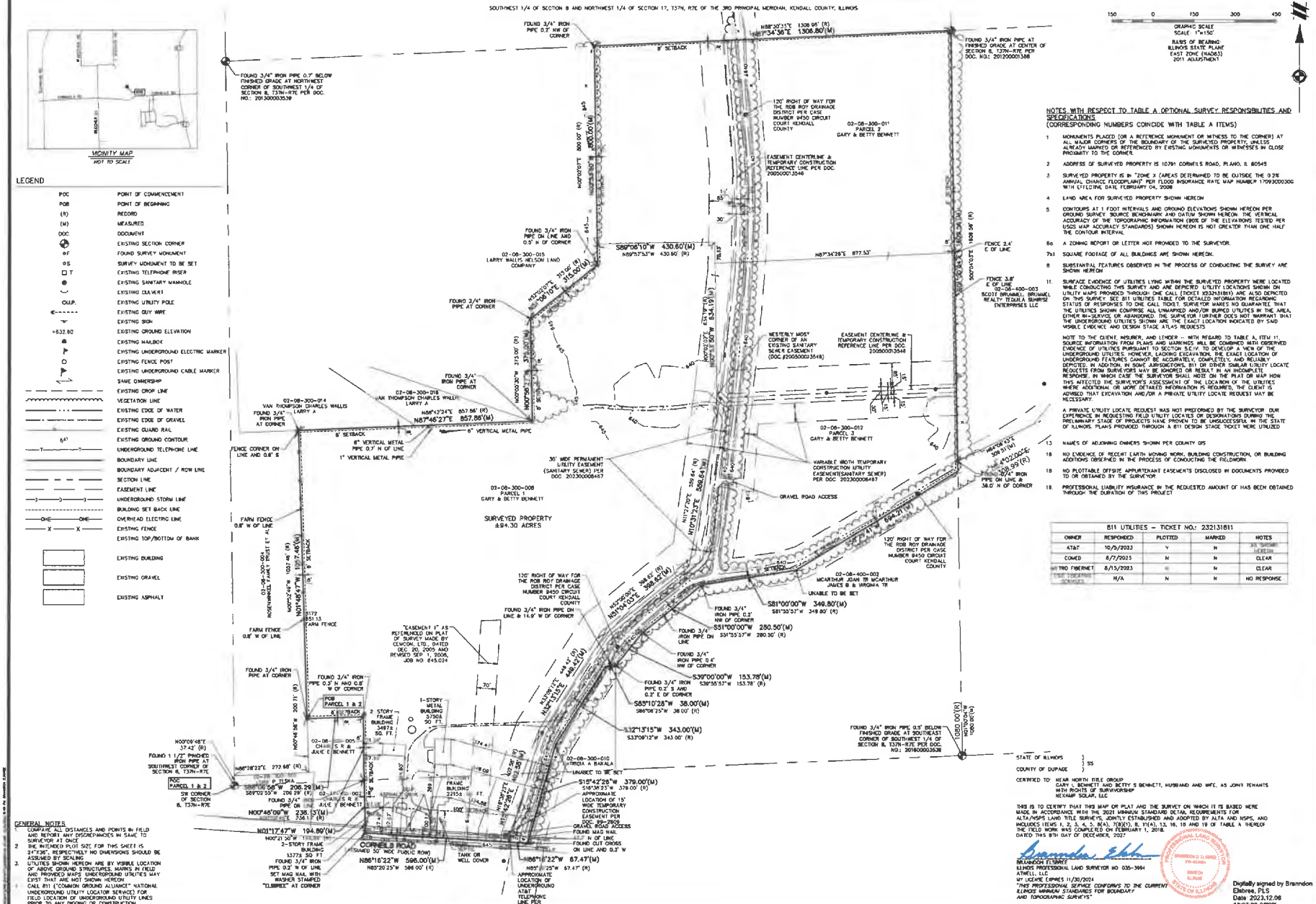
Decommissioning Cost Estimate and Surety Proposal

Consistent with the requirements of Illinois Agricultural Mitigation Agreement, Corneils Road Solar, LLC proposes to provide a decommissioning surety fund to be held by the City of Yorkville and co-owned with Corneils Road Solar, LLC. The fund will provide the requisite capital for solar project decommissioning in the unlikely event that Corneils Road Solar, LLC is unable to meet its contractual obligations for solar project removal and restoration.

Before the issuance of a Building Permit by the City, Corneils Road Solar, LLC will submit an Engineer's Opinion of Probable Cost (EOPC) to decommissioning the facility. Corneils Road Solar, LLC will then obtain a bond to be held by the City with the bond value based on the percentage of the EOPC as required by the Agricultural Mitigation Agreement.

Once the decommissioning is complete, and after the City's inspection that the work has been done in accordance with the Decommissioning Plan, the portion of the surety not needed to remediate shall be returned to the applicant/lessee.

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY



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THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN AS DETERMINED BY SURFACE EVIDENCE ONLY AND MAPS, NOT FIELD INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF THE WORK, OR FOR SAFETY PRECAUTIONS IN THE WORK, OR ANY HEALTH CONDITIONS ON OR ANY OTHER PERSONS.

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NAPERVILLE, IL 60563
DESIGN FIRM #184-005878

SECTION 8
TOWN 37 NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP
KENDALL COUNTY, ILLINOIS

CLIENT: NEXAMP SOLAR, LLC
ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
CORNELLS ROAD SOLAR
KENDALL COUNTY, IL

DATE 12/6/2023

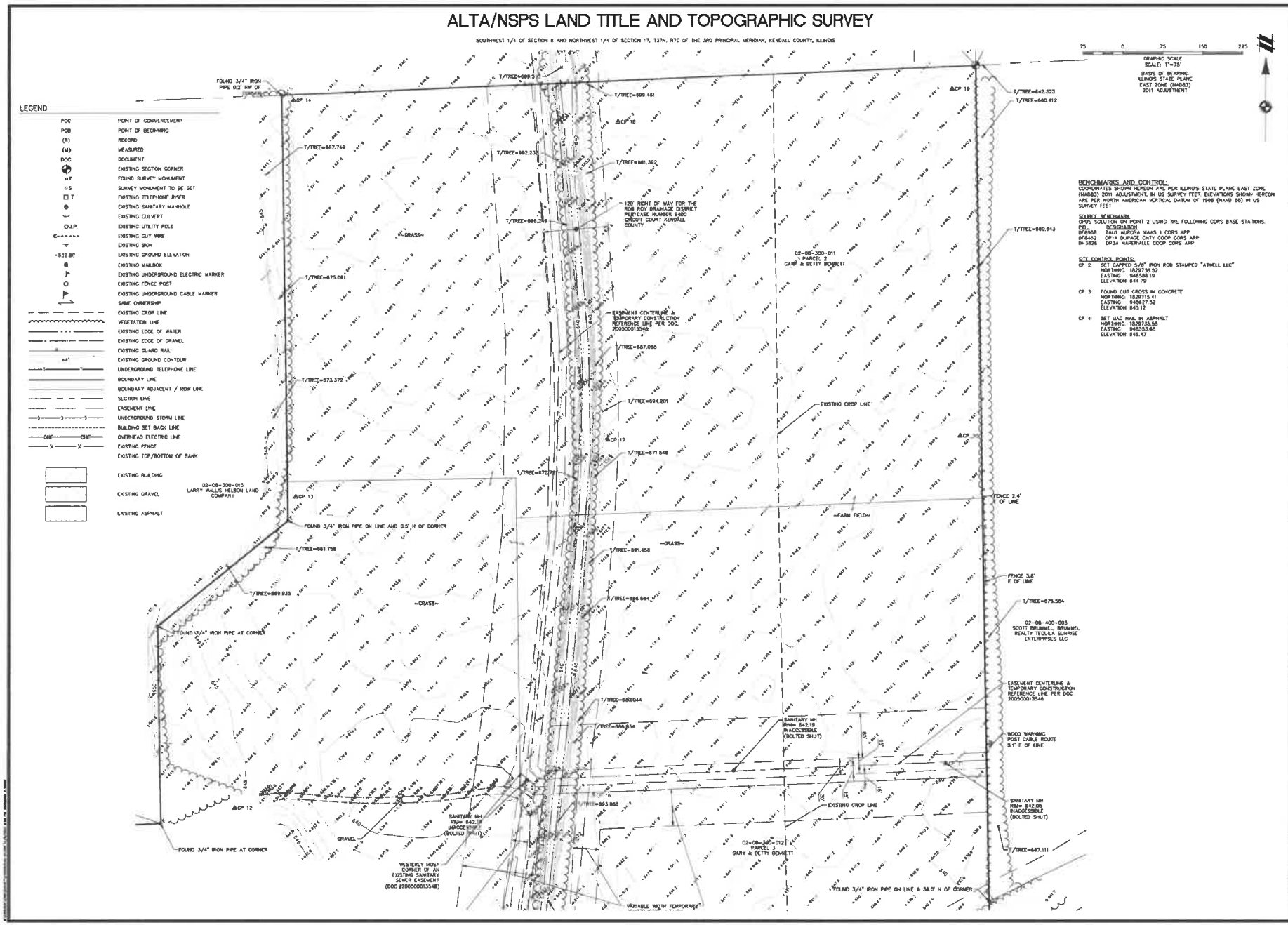
REVISIONS

SCALE 0 75 150
1" = 150 FEET
DR. JT CH. BDE
P.M. B. ELSBREE
BOOK 298
JOB 23003931
SHEET NO. 1 OF 3

CAD FILE: 23003931ASP01.DWG

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SOUTHWEST 1/4 OF SECTION 8 AND NORTHWEST 1/4 OF SECTION 17, T37N, R7E OF THE 3RD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS



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NOTICE

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR ATWELL LLC SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY BY THE MERE OF PERSONS ENGAGED IN THE WORK, OF ANY MEANS, STRUCTURES, OR OF ANY OTHER PERSONS

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NAPERVILLE, IL 60563
DESIGN FIRM 184-005978

SECTION 8
TOWN 37 NORTH, RANGE 7 EAST
BRISTOL TOWNSHIP
KENDALL COUNTY, ILLINOIS

CLIENT: NEXAMP SOLAR, LLC

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

CORNELL'S ROAD SOLAR
KENDALL COUNTY, IL

DATE: 12/6/2023

REVISIONS

SCALE: 0 37.5 75
1" = 75 FEET

DR. JT | CH. BDE
F.M. B. ELSBREE
BOOK 298
JOB 23003931
SHEET NO. 2 OF 3

CAD FILE: 23003931ALTA-01.DWG

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

SOUTHWEST 1/4 OF SECTION 8 AND NORTHWEST 1/4 OF SECTION 17, T37N, R7E OF THE 3RD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP AS ISSUING AGENT FOR CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. IL1808535-166. COMMITMENT DATE: SEPTEMBER 8, 2022 AT 7:00 A.M.

PARCEL 1
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET TO A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'27" EAST, 315.0 FEET; THENCE NORTH 00°02'27" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°09'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 88°06'25" WEST, 280.50 FEET; THENCE SOUTH 35°05'37" WEST, 153.76 FEET; THENCE SOUTH 18°36'22" WEST, 343.0 FEET; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE, 286.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 1194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST, 372.88 FEET TO THE POINT OF BEGINNING; ALSO BEGINNING AT A POINT 1,609.56 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH 00°09'03" EAST, 1,609.56 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH 88°30'33" WEST, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE NORTH 00°02'27" EAST, 800.0 FEET; THENCE NORTH 52°02'27" EAST, 315.0 FEET; THENCE NORTH 00°00'30" EAST, 375.0 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°50'50" EAST, 1,057.48 FEET; THENCE NORTH 88°28'22" EAST, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET TO A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'27" EAST, 315.0 FEET; THENCE NORTH 00°02'27" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°09'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 88°06'25" WEST, 280.50 FEET; THENCE SOUTH 35°05'37" WEST, 153.76 FEET; THENCE SOUTH 18°36'22" WEST, 343.0 FEET; THENCE SOUTH 33°09'12" WEST, 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 586.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 1194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET TO A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'27" EAST, 315.0 FEET; THENCE NORTH 00°02'27" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°09'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 88°06'25" WEST, 280.50 FEET; THENCE SOUTH 35°05'37" WEST, 153.76 FEET; THENCE SOUTH 18°36'22" WEST, 343.0 FEET; THENCE SOUTH 33°09'12" WEST, 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 586.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; 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THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'22" EAST, 636.18 FEET; THENCE NORTH 88°53'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°03'07" EAST ALONG SAID WESTERLY LINE, 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET, THENCE NORTH 00°46'56" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°50'50" WEST 1,057.48 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'27" EAST, 315.0 FEET; THENCE NORTH 00°02'27" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,308.98 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°09'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°23'51" WEST, 684.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 88°06'25" WEST, 280.50 FEET; THENCE SOUTH 35°05'37" WEST, 153.76 FEET; THENCE SOUTH 18°36'22" WEST, 343.0 FEET; THENCE SOUTH 33°09'12" WEST, 379.0 FEET TO THE CENTER LINE OF CORNELIS ROAD; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 586.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 1194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 37.43 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 372.88 FEET; THENCE NORTH 00°46'56" WEST, 200.71 FEET TO

ATWELL

CONSULTING. ENGINEERING. CONSTRUCTION.

DECEMBER 6, 2023
ATWELL JOB NUMBER: 23003931
NEXAMP-CORNEILS ROAD SOLAR, KENDALL COUNTY, IL LEGAL DESCRIPTION

LEGAL DESCRIPTION PER NEAR NORTH TITLE GROUP AS ISSUING AGENT FOR CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. IL1808635-166, COMMITMENT DATE: SEPTEMBER 6, 2022 AT 7:00 A.M.

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET;THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET THENCE SOUTH 33°09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING;THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET;THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

1250 E. Diehl Road, Suite 300, Naperville, IL 60563 Tel: 630.577.0800 Fax: 630.577.0900
www.atwell-group.com

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING;THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH 00°02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00°04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59°25'57" WEST, 694.32 FEET; THENCE SOUTH 81°55'57" WEST, 349.80 FEET; THENCE SOUTH 51°55'57" WEST 280.50 FEET; THENCE SOUTH 39°55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33°09'12" WEST, 343.0 FEET;THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00°21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00°21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE;THENCE NORTH 00°09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89°02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85°20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16°38'23" EAST, 402.58 FEET; THENCE NORTH 33°09'12" EAST, 449.42 FEET; THENCE NORTH 52°00'00" EAST, 398.62 FEET; THENCE NORTH 11°27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89°57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT;

THENCE NORTH 00°02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88°26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°52'50" WEST 1,057.46 FEET; THENCE NORTH 88°42'24" EAST, 857.86 FEET; THENCE NORTH 00°00'30" WEST, 375.0 FEET; THENCE NORTH 52°02'07" EAST, 315.0 FEET, THENCE NORTH

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nexamp

Aerial Map

12/06/2023

Parcels

This map was created using geothinQ | www.geothinQ.com | Mapping Smart Land Decisions

Section 466.APPENDIX D Levels 1 to 4 Contract

STANDARD AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED ENERGY RESOURCES FACILITIES WITH A CAPACITY LESS THAN OR EQUAL TO 10 MVA

This agreement (together with all attachments, the "Agreement") is made and entered into this _____ day of _____, by and between Nexamp Solar, LLC ("interconnection customer"), as a limited liability company organized and existing under the laws of the State of Delaware and Commonwealth Edison Company, ("Electric Distribution Company" or "EDC"), a corporation existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a "Party", or collectively as the "Parties".

Recitals:

Whereas, interconnection customer is proposing to install or direct the installation of a distributed energy (DER) resources or is proposing a generating capacity addition to an existing DER facility, consistent with the interconnection request application form completed by interconnection customer on 3/2/2023; and

Whereas, the interconnection customer will operate and maintain, or cause the operation and maintenance of, the DER facility; and

Whereas, interconnection customer desires to interconnect the DER facility with EDC's electric distribution system.

Now, therefore, in consideration of the premises and mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 This Agreement shall be used for all approved interconnection requests for DER facilities that fall under Levels 2, 3 and 4 according to the procedures set forth in Part 466 of the Commission's rules (83 Ill. Adm. Code 466) (referred to as the Illinois Distributed Energy Resources Interconnection Standard).

1.2 This Agreement governs the terms and conditions under which the DER facility will interconnect to, and operate in parallel with, the EDC's electric distribution system.

1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection customer's power.

1.4 Nothing in this Agreement is intended to affect any other agreement between the EDC and the interconnection customer.

1.5 Terms used in this agreement are defined as in Section 466.30 of the Illinois Distributed Generation Interconnection Standard unless otherwise noted.

1.6 Responsibilities of the Parties

1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations.

1.6.2 The EDC shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.

1.6.3 The interconnection customer shall construct, own, operate, and maintain its DER facility and interconnection facilities in accordance with this Agreement.

1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of its respective lines and appurtenances on its respective sides of the point of interconnection.

1.6.5 The interconnection customer agrees to design, install, maintain and operate its DER facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution system or any other electric system that is not owned or operated by the EDC.

1.7 Parallel Operation Obligations
Once the DER facility has been authorized to commence parallel operation, the interconnection customer shall abide by all operating procedures established in IEEE Standard 1547 and any other applicable laws, statutes or guidelines, including those specified in Attachment 4 of this Agreement.

1.8 Metering
The interconnection customer shall be responsible for the cost to purchase, install, operate, maintain, test, repair, and replace metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.

1.9 Reactive Power

1.9.1 Interconnection customers with a DER facility larger than or equal to 1 MVA shall design their DER facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Interconnection customers with a DER facility smaller than 1 MVA shall design their DER facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.

1.9.2 Any EDC requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in Attachment 4. Under no circumstance shall the EDC's additional requirements for voltage or reactive power schedules exceed the normal operating capabilities of the DER facility.

1.9.3 If the interconnection customer does not operate the DER facility within the power factor range specified in Attachment 4, or does not operate the distribute generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection customer is in default under this Agreement, and the terms of Article 6.5 apply.

1.10 Standards of Operations

The interconnection customer must obtain all certifications, permits, licenses and approvals necessary to construct, operate and maintain the facility and to perform its obligations under this Agreement. The interconnection customer is responsible for coordinating and synchronizing the DER facility with the EDC's system. The interconnection customer is responsible for any damage that is caused by the interconnection customer's failure to coordinate or synchronize the DER facility with the electric distribution system. The interconnection customer agrees to be primarily liable for any damages resulting from the continued operation of the DER facility after the EDC ceases to energize the line section to which the DER facility is connected. In Attachment 4, the EDC shall specify the shortest reclose time setting for its protection equipment that could affect the DER facility. The EDC shall notify the interconnection customer at least 10 business days prior to adopting a faster reclose time on any automatic protective equipment, such as a circuit breaker or line recloser, that might affect the DER facility.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection
The interconnection customer shall test and inspect its DER facility including the interconnection equipment prior to interconnection in accordance with IEEE Standard 1547 (2003) and IEEE Standard 1547.1 (2005). The interconnection customer shall not operate its DER facility in parallel with the EDC's electric distribution system without prior written authorization by the EDC as provided for in Articles 2.1.1-2.1.3.

2.1.1 The EDC shall perform a witness test after construction of the DER facility is completed, but before parallel operation, unless the EDC specifically waives the witness test. The interconnection customer shall provide the EDC at least 15 business days' notice of the planned commissioning test for the DER facility. If the EDC performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection customer to schedule the witness test at a mutually agreeable time within 10 business days after the scheduled commissioning test designated on the application. If the EDC does not perform the witness test within 10 business days after the commissioning test, the witness test is deemed waived unless the Parties mutually agree to extend the date for scheduling the witness test, or unless the EDC cannot do so for good cause, in which case, the Parties shall agree to another date for scheduling the test within 10 business days after the original scheduled date. If the witness test is not acceptable to the EDC, the EDC shall deliver in writing a detailed technical description of all deficiencies of the DER facility identified by the EDC during the witness test. The interconnection customer has 30 business days after receipt of the written description to address and resolve any deficiencies. This time period may be extended upon agreement between the EDC and the interconnection customer. If the interconnection customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable cure provisions of Article 6.5 shall apply. The interconnection customer shall, if requested by the EDC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

2.1.2 If the interconnection customer conducts interim testing of the DER facility prior to the witness test, the interconnection customer shall obtain permission from the EDC before each occurrence of operating the DER facility in parallel with the electric distribution system. The EDC may, at its own expense, send qualified personnel to the DER facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The EDC is not required to observe the interim testing or precluded from requiring the tests be repeated at the final witness test. During and leading up to the witness test, the EDC shall not limit the interconnection customer's ability to test the DER facility during normal working hours except for safety and reliability reasons.

2.1.3 After the DER facility passes the witness test, the EDC shall affix an authorized signature to the certificate of completion and return it to the interconnection

customer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned or delayed and the EDC shall return the signed certificate of completion to interconnection customer no more than 10 business days after the date that the DER facility passes the witness test.

2.2 Commercial Operation
The interconnection customer shall not operate the DER facility, except for interim testing as provided in Article 2.1, until such time as the certificate of completion is signed by all Parties.

2.3 Right of Access
The EDC must have access to the disconnect switch and metering equipment of the DER facility at all times. When practical, the EDC shall provide notice to the interconnection customer prior to using its right of access.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date
This Agreement shall become effective upon execution by all Parties.

3.2 Term of Agreement
This Agreement shall become effective on the effective date and shall remain in effect unless terminated in accordance with Article 3.3 of this Agreement.

3.3 Termination

3.3.1 The interconnection customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.

3.3.3 The EDC may terminate, upon 60 calendar days' prior written notice, for failure of the interconnection customer to complete construction of the DER facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by agreement between the Parties.

3.3.4 The EDC may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection customer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the DER facility, or if the interconnection customer fails to operate the DER facility in parallel with the EDC's electric system for three consecutive years.

3.3.5 Upon termination of this Agreement, the DER facility will be disconnected from the EDC's electric distribution system. Terminating this Agreement does not relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

3.3.6 If the Agreement is terminated, the interconnection customer loses its position in the interconnection queue.

3.4 Temporary Disconnection

A Party may temporarily disconnect the DER facility from the electric distribution system in the event one or more of the following conditions or events occurs:

3.4.1 Emergency conditions – shall mean any condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that the EDC determines is likely to cause an adverse system impact, or is likely to have a material adverse effect on the EDC's electric distribution system, interconnection facilities or other facilities, or is likely to interrupt or materially interfere with the provision of electric utility service to other customers; or (3) that is likely to cause a material adverse effect on the DER facility or the interconnection equipment. Under emergency conditions, the EDC or the interconnection customer may suspend interconnection service and temporarily disconnect the DER facility from the electric distribution system. The EDC must notify the interconnection customer when it becomes aware of any conditions that might affect the interconnection customer's operation of the DER facility. The interconnection customer shall notify the EDC when it becomes aware of any condition that might affect the EDC's electric distribution system. To the extent information is known, the notification shall describe the condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Scheduled maintenance, construction, or repair – the EDC may interrupt interconnection service or curtail the output of the DER facility and temporarily disconnect the DER facility from the EDC's electric distribution system when necessary for scheduled maintenance, construction, or repairs on EDC's electric distribution system. The EDC shall provide the interconnection customer with notice no less than 5 business days before an interruption due to scheduled maintenance, construction, or repair, or the EDC shall provide notice immediately if the scheduled maintenance, construction, or repair is scheduled less than 5 business days in advance. The EDC shall coordinate the reduction or temporary disconnection with the interconnection customer; however, the interconnection customer is responsible for out-of-pocket costs incurred by the EDC for deferring or rescheduling maintenance, construction or repair at the interconnection customer's request.

3.4.3 Forced outages – The EDC may suspend interconnection service to repair the EDC's electric distribution system. The EDC shall provide the interconnection customer with prior notice, if possible. If prior notice is not possible, the EDC shall, upon written request, provide the interconnection customer with written documentation, after the fact, explaining the circumstances of the disconnection.

3.4.4 Adverse system impact – the EDC must provide the interconnection customer with written notice of its intention to disconnect the DER facility, if the EDC determines that operation of the DER facility creates an adverse system impact. The documentation that supports the EDC's decision to disconnect must be provided to the interconnection customer. The EDC may disconnect the DER facility if, after receipt of the notice, the interconnection customer fails to remedy the adverse system impact, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The EDC may continue to leave the generating facility disconnected until the adverse system impact is corrected.

3.4.5 Modification of the DER facility – The interconnection customer must receive written authorization from the EDC prior to making any change to the DER facility, other than a minor equipment modification. If the interconnection customer modifies its facility without the EDC's prior written authorization, the EDC has the right to disconnect the DER facility until such time as the EDC concludes the modification poses no threat to the safety or reliability of its electric distribution system.

3.4.6 The EDC's compliance with Article 3 shall preclude any claim for damage for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3. Any dispute over whether the EDC complied with Article 3 shall be resolved in accordance with the dispute resolution mechanism set forth in Article 8.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The interconnection customer shall pay, or reimburse the EDC, as applicable, for the cost of the interconnection facilities itemized in Attachment 3. The EDC shall identify the additional interconnection facilities necessary to interconnect the DER facility with the EDC's electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.

4.1.2 The interconnection customer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

4.2 Distribution Upgrades

The EDC shall design, procure, construct, install, and own any distribution upgrades. The actual cost of the distribution upgrades, including overheads, shall be directly assigned to the interconnection customer whose DER facility caused the need for the distribution upgrades.

Article 5. Billing, Payment, Milestones, and Financial Security

5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 1, 2 or 3 review with EDC construction necessary for accommodating the DER facility and Level 4 reviews)

5.1.1 The EDC shall bill the interconnection customer for the design, engineering, construction, and procurement costs of EDC-provided interconnection facilities and distribution upgrades contemplated by this Agreement as set forth in Attachment 3. The billing shall occur on a monthly basis, or as otherwise agreed to between the Parties. The interconnection customer shall pay each bill within 30 calendar days after receipt, or as otherwise agreed to between the Parties.

5.1.2 Unless waived by the interconnection customer, within 90 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall pay the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference.

5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, the Party shall pay in a timely manner all non-disputed portions of its invoice, and the disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations under this Article.

5.2 Interconnection Customer Deposit
Within 15 business days after signing and returning the interconnection agreement to the EDC, the interconnection customer shall provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any such facilities (the "Security Deposit"). However, when the estimated date of completion of the building or installation of facilities exceeds three months from the date of notification, pursuant to Article 4.1.1 of this Agreement, this deposit may be held in escrow by a mutually agreed-

upon third-party, with any interest to inure to the benefit of the interconnection customer. To the extent that this interconnection agreement is terminated for any reason, the EDC shall return all deposits provided by the interconnection customer, less any actual costs incurred by the EDC.

Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default

6.1 Assignment

This Agreement may be assigned by either Party. If the interconnection customer attempts to assign this Agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to the EDC. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason of the assignment. An assignee is responsible for meeting the same obligations as the assignor.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers, consolidations, or transfers, or a sale of a substantial portion of the Party's assets, between the Party and another entity), of the assigning Party that has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

6.1.2 The interconnection customer can assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the DER facility.

6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages and reasonable attorney's fees, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

6.3.2 The interconnection customer shall indemnify and defend the EDC and the EDC's directors, officers, employees, and agents, from all damages and expenses resulting from a third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of this Agreement.

6.3.3 The EDC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the EDC's (a) negligence or willful misconduct or (b) breach of this Agreement.

6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.

6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that indemnified Party may, at the expense of the indemnifying Party, contest, settle or consent to the entry of any judgment with respect to, or pay in full, the claim.

6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery.

6.4 Force Majeure

6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.

6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event within one

business day. The notification must specify the circumstances of the force majeure event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

6.5 Default

6.5.1 No default shall exist when the failure to discharge an obligation (other than the payment of money) results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.

6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.

6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure the default.

6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement by written notice, and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

Article 7. Insurance

For DER facilities with a nameplate capacity of 1 MVA or above, the interconnection customer shall carry sufficient insurance coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection customer during the term shall be not less than $2,000,000 for each occurrence, and an aggregate, if any, of at least $4,000,000. The EDC, its officers, employees and agents shall be added as an additional insured on this policy. The interconnection customer agrees to provide the EDC with at least 30 calendar days advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Article.

Article 8. Dispute Resolution

8.1 Parties shall attempt to resolve all disputes regarding interconnection as provided in this Article in a good faith manner.

8.2 If there is a dispute between the Parties about implementation or an interpretation of the Agreement, the aggrieved Party shall issue a written notice to the other Party to the agreement that specifies the dispute and the Agreement articles that are disputed.

8.3 A meeting between the Parties shall be held within 10 days after receipt of the written notice. Persons with decision-making authority from each Party shall attend the meeting. If the dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each Party shall also attend the meeting. The meeting may be conducted by teleconference. The informal process between the parties shall extend 30 days after the receipt of written notice, after which the dispute is deemed resolved and the timeframes for decisions within the interconnection process procedures described in Article 8.4 or files a formal complaint at the Commission prior to the end of the 30-day period.

8.4 If the parties are unable to resolve the dispute through the process outlined in Article 8.3, either party may submit the interconnection dispute to an Ombudsman for non-binding arbitration. The party electing non-binding arbitration shall notify the other party of the request in writing. The non-binding arbitration process is limited to 60 days, absent mutual agreement of the parties and the Ombudsman to a longer period.

8.5 Each party shall bear its own fees, costs and expenses and an equal share of the expenses of the non-binding arbitration.

8.6 Within 10 days after the conclusion of the procedures in Article 8.4, either party may initiate a formal complaint with the Commission and ask for an expedited resolution of the dispute. If the complaint seeks expedited resolution, any written recommendation of the Ombudsman shall be appended to the complaint. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.

8.7 A party may, after good faith negotiations have failed, decline to pursue non-binding arbitration and instead initiate a formal complaint with the Commission. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.

8.8 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's position in the EDC's interconnection queue.

8.9 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

Article 9. Miscellaneous

9.1 Governing Law, Regulatory Authority, and Rules
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the EDC or interconnection customer, regardless of the involvement of either Party in drafting this Agreement.

9.2 Amendment
Modification of this Agreement shall be only by a written instrument duly executed by both Parties.

9.3 No Third-Party Beneficiaries
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

9.4 Waiver

9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting the waiver, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.4.2. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the

rights under this Agreement terminated, shall not constitute a waiver or relinquishment of any rights set out in this Agreement, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a written document signed by that Party granting the waiver or relinquishing any such rights. Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition of this Agreement.

9.5 Entire Agreement

Except as provided in Article 9.1, this Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) that portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by the ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9 Environmental Releases

Each Party shall notify the other Party of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the DER facility or the interconnection facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided that Party makes a good faith effort to provide the notice no later than 24 hours after that Party becomes aware of the occurrence, and (2) promptly furnish

to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

Nothing in this Agreement shall prevent a Party from using the services of any subcontractor it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing services and each Party shall remain primarily liable to the other Party for the performance of the subcontractor.

9.10.1 A subcontract relationship does not relieve any Party of any of its obligations under this Agreement. The hiring Party remains responsible to the other Party for the acts or omissions of its subcontractor. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of the hiring Party.

9.10.2 The obligations under this Article cannot be limited in any way by any limitation of subcontractor's insurance.

Article 10. Notices

10.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer: Nexamp Solar, LLC

Attention: Corneils Road Solar c/o Grid Integration Team

Address: 101 Summer Street, 2nd Floor

City: Boston State: Massachusetts Zip: 02110

Phone: 617-431-1440 Fax: E-Mail: interconnections@nexamp.com

If to EDC:

EDC: Commonwealth Edison Company

Attention: DER Interconnection

Address: 2 Lincoln Center

City: Oakbrook Terrace State: IL Zip: 60181

Phone: 630-576-8158 E-Mail: interconnect@comed.com

Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other Party and not required by this Agreement to be in writing may be given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out above.

10.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to Interconnection Customer

Interconnection Customer: Nexamp Solar, LLC

Attention: Accounts Payable

Address: 101 Summer Street, 2nd Floor

City: Boston State: Massachusetts Zip: 02110

Phone 617-431-1440 Fax Email interconnections@nexamp.com

If to EDC:

EDC: Commonwealth Edison

Attention: DER Interconnection

Address: 2 Lincoln Center

City: Oakbrook Terrace State: IL Zip: 60181

Phone _____ Fax _____ E-Mail _____

10.3 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications that may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative: Nexamp Asset Management

Attention: Conrad St. Pierre and Jeff Patry

Address: 15 Union St, Suite 300

City: Lawrence State: MA Zip: 01840

Phone: 978-337-8939 Fax: _____ Email: cstpierre@nexamp.com

Phone 857-239-0057 Fax _____ E-Mail jpatry@nexamp.com

EDC's Operating Representative: Commonwealth Edison Company

Attention: Customer Operations

Address: ComEd - 2 Lincoln Center – Call Center

City: Oakbrook State: IL Zip: 60181

Phone 1-800-334-7661 Fax _____ E-Mail _____

10.4 Changes to the Notice Information

Either Party may change this notice information by giving five business days written notice before the effective date of the change.

Article 11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

Project Name: 122612 Corneils Road Solar

For the Interconnection Customer:

Name: MRW Matthew R Walsh

Title: Vice Present of Business Development

Date: 11-27-23

For EDC:

Name: _____

Title: _____

Date: _____

Attachment 1

Definitions

Adverse system impact – A negative effect that compromises the safety or reliability of the electric distribution system or materially affects the quality of electric service provided by the electric distribution company (EDC) to other customers.

Applicable laws and regulations – All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any governmental authority, having jurisdiction over the Parties.

Commissioning test – Tests applied to a energy resources facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified by IEEE Standard 1547 Section 5.4 "Commissioning tests."

Distributed energy resources (DER) facility – The equipment used by an interconnection customer to generate or store electricity that operates in parallel with the electric distribution system. A DER facility typically includes an electric generator, prime mover, and the interconnection equipment required to safely interconnect with the electric distribution system or a local electric power system.

Distribution upgrades – A required addition or modification to the EDC's electric distribution system at or beyond the point of interconnection to accommodate the interconnection of a DER facility. Distribution upgrades do not include interconnection facilities.

Electric distribution company or EDC – Any electric utility entity subject to the jurisdiction of the Illinois Commerce Commission.

Electric distribution system – The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally carry less than 100 kilovolts of electricity. Electric distribution system has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

Facilities study – An engineering study conducted by the EDC to determine the required modifications to the EDC's electric distribution system, including the cost and the time required to build and install the modifications, as necessary to accommodate an interconnection request.

Force majeure event – Any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any

other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing.

Governmental authority – Any federal, State, local or other governmental regulatory or administrative agency, court, commission, department, board, other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that this term does not include the interconnection customer, EDC or any affiliate of either.

IEEE Standard 1547 – The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue, New York NY 10016-5997, Standard 1547 (2003), "Standard for Interconnecting Distributed Resources with Electric Power Systems."

IEEE Standard 1547.1 – The IEEE Standard 1547.1 (2005), "Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems."

Illinois standard distributed energy resources Interconnection Rules – The most current version of the procedures for interconnecting distributed energy resources facilities adopted by the Illinois Commerce Commission. See 83 Ill. Adm. Code 466

Interconnection agreement or Agreement – The agreement between the interconnection customer and the EDC. The interconnection agreement governs the connection of the DER facility to the EDC's electric distribution system and the ongoing operation of the DER facility after it is connected to the EDC's electric distribution system.

Interconnection customer – The entity entering into this Agreement for the purpose of interconnecting a DER facility to the EDC's electric distribution system.

Interconnection equipment – A group of components or an integrated system connecting an electric generator with a local electric power system or an electric distribution system that includes all interface equipment, including switchgear, protective devices, inverters or other interface devices. Interconnection equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

Interconnection facilities – Facilities and equipment required by the EDC to accommodate the interconnection of a DER facility. Collectively, interconnection facilities include all facilities, and equipment between the DER facility and the point of interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the DER facility to the electric distribution system. Interconnection facilities are sole use facilities and do not include distribution upgrades.

Interconnection request – An interconnection customer's request, on the required form, for the interconnection of a new DER facility, or to increase the capacity or change the operating

characteristics of an existing DER facility that is interconnected with the EDC's electric distribution system.

Interconnection study – Any of the following studies, as determined to be appropriate by the EDC: the interconnection feasibility study, the interconnection system impact study, and the interconnection facilities study.

Load customer – An EDC customer whose primary business classification is not the production of electricity.

Parallel operation or Parallel – The state of operation that occurs when a DER facility is connected electrically to the electric distribution system.

Point of interconnection – The point where the DER facility is electrically connected to the electric distribution system. Point of interconnection has the same meaning as the term "point of common coupling" defined in 3.1.13 of IEEE Standard 1547.

Witness test – For lab-certified equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab-certified, the witness test shall also include verification by the EDC of the on-site design tests required by IEEE Standard 1547 Section 5.1 and verification by the EDC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the EDC are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

Attachment 2

Construction Schedule, Proposed Equipment & Settings

This attachment is to be completed by the interconnection customer and shall include the following:

1. The construction schedule for the DER facility.

   The proposed construction schedule for the DER facility is identified in Attachment 3, Schedule for Customer Work.

2. A one-line diagram indicating the DER facility, interconnection equipment, interconnection facilities, metering equipment, and distribution upgrades.

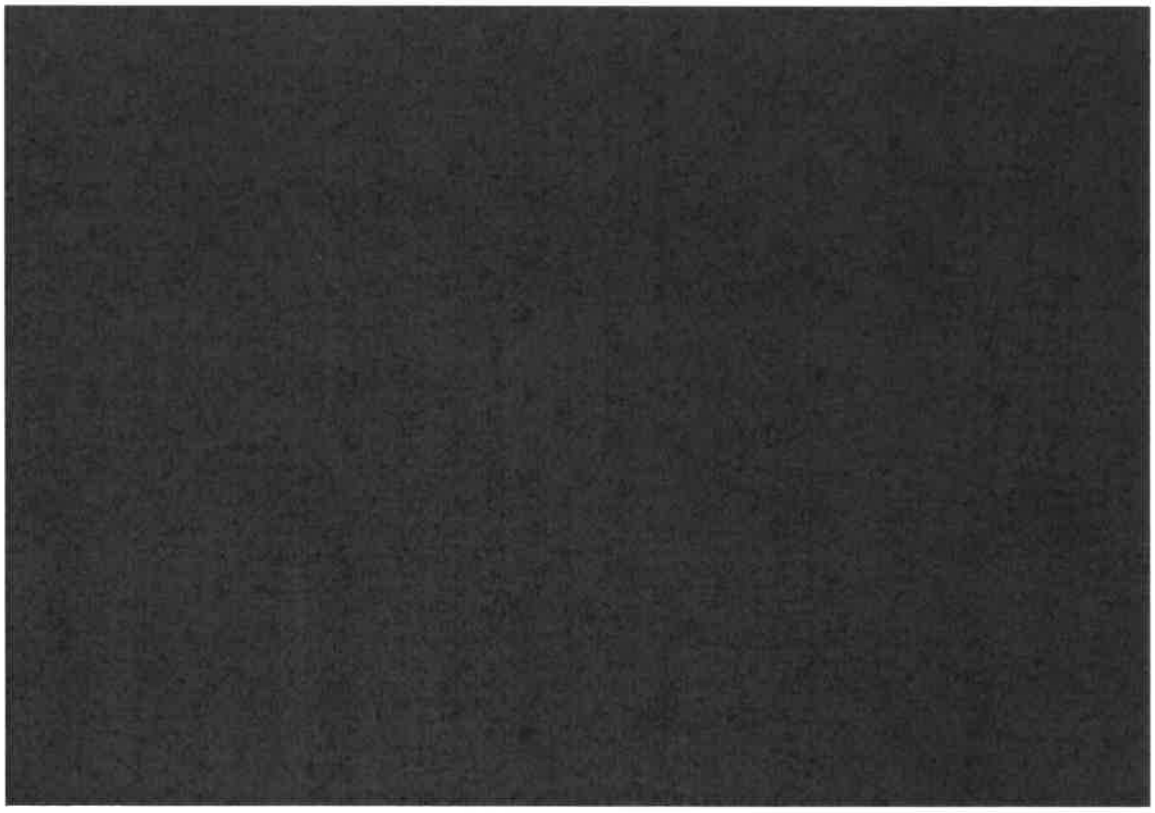
3. Component specifications for equipment identified in the one-line diagram.

4. Component settings.

5. Proposed sequence of operations.

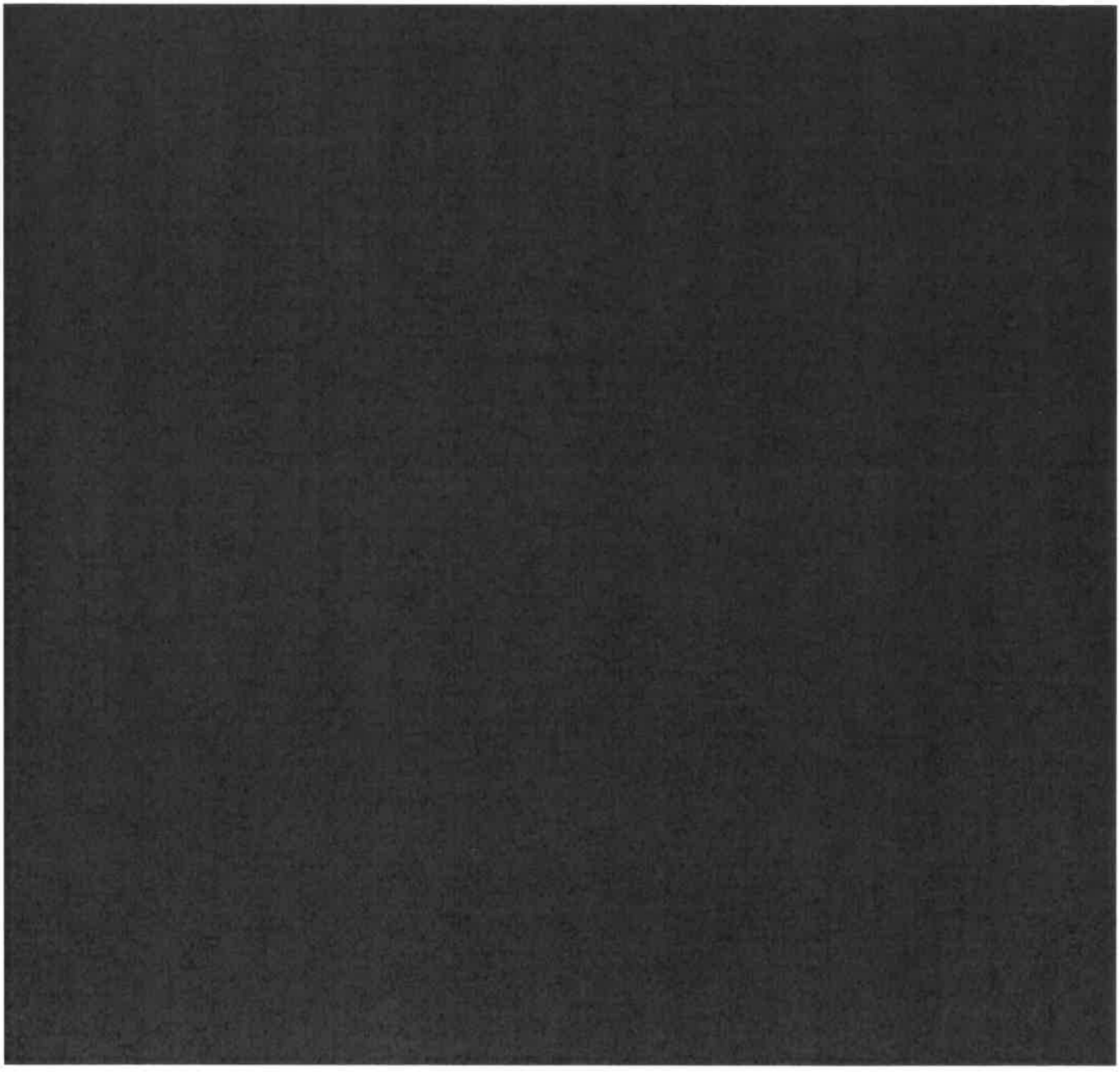
6. A three line diagram showing current potential circuits for protective relays.

7. Relay tripping and control schematic diagram.



Attachment 3

Description, Costs and Time Required to Build and Install the EDC's Interconnection Facilities



4. An estimate of itemized costs charged by the EDC for interconnection, including overheads, is provided below*.

Cost Summary	
Labor	[redacted]
Materials	
Indirects	
AIA	
Tax Gross Up	
Estimated Grand Total*	

**The scope of work and cost provided are intended to be an initial estimate based on information provided by the interconnection customer about its distributed generation system, and ComEd's engineering and design standards. The scope of work may be revised as location-specific conditions are identified during detailed design.*

5. An estimate for the time required to build and install the EDC's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.

Schedule for EDC Work:

Project Authorization:	[redacted]
Deed, Plat of Survey and Demarcation Approval*:	
Project Design:	
Material Procurement:	
Construction – Feeder Tie-In:	
Constructions – Substations Modifications:	
Acceptance Testing:	

**Deed and plat of survey need to be provided within 1 month of Project Authorization to start a site walkdown. The demarcation drawing will be issued by the EDC after the site walkdown and needs to be approved by the customer.*

Project Number: [redacted] 4990kW

Schedule for Customer Work per Attachment 2, Step 1:

Schedule for Customer Work		
Milestone	Description	Schedule (on/before)
2.1	[redacted]	
2.1A		
2.2		
2.3		
2.4		
2.5		

**Construction date means customer has issued a notice to proceed to any contractor performing substantial work at the site AND physical activity has occurred at the site, such as grading, earthwork, equipment installation, or other civil works, signaling construction has begun.*
EDC/ComEd requires a schedule amendment to be reviewed for any change in milestone >90 calendar days.

6. Contingency Projects – Any contingencies noted: No

Other projects in the interconnection queue, upon which the scope, costs and schedule in Attachment 3 are contingent. This project may be required to include additional scope and costs to complete the EDC's interconnection facilities if a contingency project(s) withdraws from the interconnection queue.

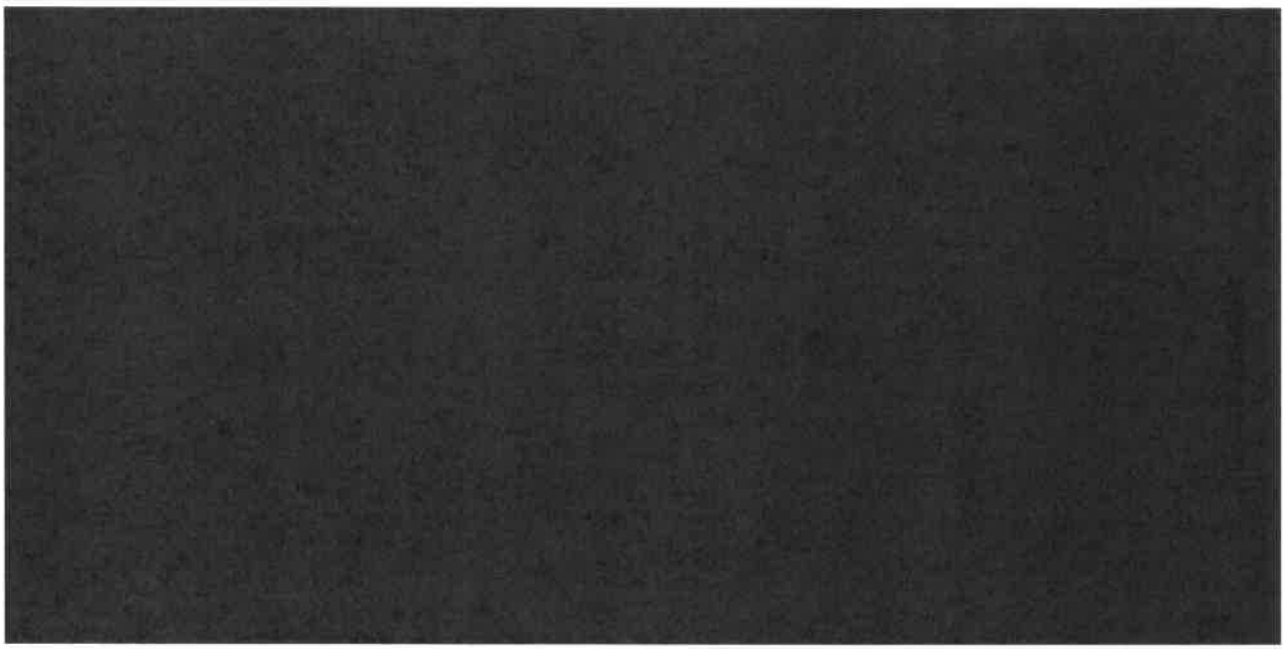
Attachment 4

Operating Requirements for Distributed Energy Resources Facilities Operating in Parallel

The EDC shall list specific operating practices that apply to this DER interconnection and the conditions under which each listed specific operating practice applies.

See Articles 1,7 Parallel Operation Obligations 1.9, Reactive Power, 1.10, Standards of Operation and as identified in the prior studies.

Any additional operational practices listed below:



5) All transformers require a high side protective operating device to operate under fault conditions.

6) ComEd Testing Group resources will be required to verify settings for required system protection prior to customer equipment being placed into service.

9) Customer will be responsible to purchase real estate or obtain the necessary right-of - way/ easements, to install the interconnection facilities.

Attachment 5

Monitoring and Control Requirements

This attachment is to be completed by the EDC and shall include the following:

1. The EDC's monitoring and control requirements must be specified, along with a reference to the EDC's written requirements documents from which these requirements are derived.

2. An internet link to the requirements documents.

3. The If applicable, a copy of any agreement between the interconnection customer and the EDC enabling the EDC to monitor and control the distributed energy resources facility in order to preserve distribution system reliability.

https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx

http://standards.ieee.org

Attachment 6

Metering Requirements

This attachment is to be completed by the EDC and shall include the following:

1. The metering requirements for the energy resources facility.

   The specific metering requirements and equipment will be specified as part of the Detailed Engineering.

2. Identification of the appropriate tariffs that establish these requirements.

3. An internet link to these tariffs.

https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx

https://www.comed.com/MyAccount/MyBillUsage/Pages/CurrentRatesTariffs.aspx

Attachment 7

As Built Documents

This attachment is to be completed by the interconnection customer and shall include the following:

When it returns the certificate of completion to the EDC, the interconnection customer shall provide the EDC with documents detailing the as-built status of the following:

1. A one-line diagram indicating the distributed energy resources facility, interconnection equipment, interconnection facilities, and metering equipment.

2. Component specifications for equipment identified in the one-line diagram.

3. Component settings.

4. Proposed sequence of operations.

5. A three-line diagram showing current potential circuits for protective relays.

6. Relay tripping and control schematic diagram.

Attachment 8
Other Provisions

The Parties agree to the following terms and conditions in connection with the distributed generation facility.

1.1 Nothing in this Agreement shall constitute an express or implied representation or warranty on the part of EDC with respect to the current or future availability of transmission service or create any obligation on the part of EDC to accept deliveries of energy unless the interconnection customer or a third party taking delivery of such energy has arranged for transmission service with PJM Interconnection LLC, or its successor in interest, the organization that operates the EDC's transmission system ("PJM") in accordance with the PJM tariff and applicable laws and regulations. EDC may charge for service over its electric distribution system to deliver energy or power from the distributed generation facility to or from the facilities controlled or operated by PJM that are used to provide transmission service pursuant to the PJM tariff.

1.2 This Agreement does not constitute an agreement to interconnect the interconnection customer to a PJM point of interconnection.

1.3 The interconnection customer shall not be allowed to construct any facilities or install any equipment which will be owned or operated by the EDC, without the prior written consent of the EDC, which consent may be conditioned on the Parties negotiating and agreeing upon provisions to govern such construction or installation.

1.4 Tax Status. Based on information provided by the interconnection customer, EDC will make the determination as to whether all costs and other amounts payable, and property to be transferred, by interconnection customer to EDC under this Agreement (collectively, the "Paid Amounts") satisfy the tax law provisions for non-taxable status, as referenced in this Section 1.4. For any amounts that EDC determines do not qualify for non-taxable status, the interconnection customer shall comply with this Section 1.4, including without limitation paying the applicable income tax gross-up as set forth herein.

1.4.1 Tax Status

A. To qualify for non-taxable treatment with respect to the Paid Amounts, the interconnection customer must meet all qualifications and requirements as set forth in the tax laws ("Non-Taxable Treatment"). The determination of whether the Paid Amounts qualify for Non-Taxable Treatment shall be made by EDC, based on the information furnished by interconnection customer to determine tax treatment under the relevant tax law provisions.

B. To the extent EDC reasonably determines that all or a portion of the Paid Amounts qualify for Non-Taxable Treatment, both Parties intend to treat such

amounts as non-taxable contributions from interconnection customer to EDC for federal and state income tax purposes. With respect to any such Paid Amounts, interconnection customer agrees to maintain Non-Taxable Treatment for such amounts, and interconnection customer shall remain subject to the terms of this Section 1.4, in any subsequent or interim agreement related to this Agreement. To the extent EDC determines that all or a portion of the Paid Amounts are taxable, interconnection customer agrees to pay the income tax gross-up amount referenced in this Section 1.4.

1.4.2 Tax Indemnity

For any amounts the Parties treat as non-taxable pursuant to Section 1.4.1, interconnection customer shall indemnify and hold harmless EDC for any costs or taxes, penalties, and interest that EDC incurs in the event that the IRS and/or a state taxing authority determines that the Paid Amounts are taxable income to EDC. In such an event, interconnection customer shall pay to EDC, on demand, the amount of any income taxes that the IRS or a state taxing authority assesses EDC in connection with the Paid Amounts, plus any applicable interest and/or penalties assessed EDC. In the event that EDC in its sole discretion chooses to contest such assessment and prevails in reducing or eliminating the tax, interest and/or penalties assessed against it, EDC shall refund to interconnection customer the excess of the amount paid to EDC pursuant to this Section 1.4 over the amount of the tax, interest and penalties for which EDC is finally determined to be liable. Interconnection customer's tax indemnification obligation under this section shall survive any termination of this Agreement or of any subsequent or interim agreement related to this Agreement.

1.4.3 Income Tax Gross-Up

A. In the event that interconnection customer does not establish to EDC's satisfaction within 15 days of the execution of this Agreement (the "Specified Date") that the Paid Amounts are or will be non-taxable, interconnection customer shall increase the amount of the Security Deposit to include any amounts described under this Section 1.4 regarding income tax gross-up.

B. The required increase in the Security Deposit shall equal the amount necessary to permit EDC to pay all applicable income taxes ("Current Taxes") on the amounts to be paid by interconnection customer under this Agreement after taking into account the present value of future tax deductions for depreciation that would be available as a result of the anticipated payments or property transfers (the "Present Value Depreciation Amount"), with respect to such amounts. For this purpose, Current Taxes shall be computed based on the composite federal and state income

tax rates applicable to EDC at the time the Security Deposit is increased, determined using the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting EDC's anticipated tax depreciation deductions associated with such payments or property transfers by its current weighted average cost of capital. EDC may draw on the Security Deposit on a quarterly basis based on the Paid Amounts received by EDC.

C. Interconnection customer must provide the increase in the Security Deposit, in a form and with terms as acceptable to EDC, within 15 days of the Specified Date unless EDC notifies interconnection customer otherwise. The requirement for the increase in the Security Deposit under this Paragraph shall be treated as a milestone for purposes of Attachment 3 of this Agreement.

D. Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect any entity's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

E. In the event, and to the extent, (i) EDC subsequently determines that amounts for which interconnection customer has paid EDC are non-taxable, and (ii) EDC successfully obtains a refund of federal and/or state income tax originally paid with respect to such amounts, EDC shall timely return such amounts to the interconnection customer. For purposes hereof, EDC may make such a determination in light of subsequent IRS guidance, or other relevant authority. In the event of a successful refund claim by EDC, EDC shall return the remaining Security Deposit attributable to this Section 1.4, but no more than it obtains from the relevant taxing authority, less any reasonable fees incurred to secure such tax refund, to interconnection customer.

1.5 If any of EDC's facilities, in addition to those described in Section 2.3, are or will be located on interconnection customer's property, EDC shall have access to such facilities at all times and when practical, the EDC shall provide notice to the interconnection customer prior to using its right of access. Upon EDC's completion of final, detailed engineering, if EDC identifies any facilities which will be located on interconnection customer's property and requests written property rights in order to have such access, the interconnection customer shall provide such rights.

1.6 Interconnection customer shall also be responsible for paying in full to EDC all approved FERC and ICC rates and charges applicable to interconnection customer's connection to and usage of the electric distribution system, if any.

1.7 Interconnection customer shall not disclose any information labeled "CEII" or "Critical Energy Infrastructure Information" or other information labeled "Confidential" obtained pursuant to or in connection with this Agreement to any third party without the express written consent of the EDC, provided that interconnection customer may produce such information in response to a subpoena, discovery request or other compulsory process issued by a judicial body or governmental agency upon reasonable notice to the interconnection customer.

1.8 Each of the Parties shall provide the other party access to areas under its control as reasonably necessary to permit the other Party to perform its obligations under this Agreement, including operation and maintenance obligations. A Party that obtains such access shall comply with all safety rules applicable to the area to which access is obtained. Each Party agrees to inform the other Party's representatives of safety rules applicable to an area.

1.9 Article 5.1.2 of the Interconnection Agreement shall be modified as followed;

The parties agree Article 5 Section 1.2 is stricken in its entirety and replaced with, "Within 120 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall make payment to the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference."

CABLE SCHEDULE

CIRCUIT ID	VOLTAGE RATING	CONDUCTOR QUANTITY, SIZE AND MATERIAL	WIRE TYPE	QUANTITY OF CONDUITS	SIZE OF CONDUITS	CONDUIT TYPE	NOTES
A	35kV	(3) #1/0 AWG AL	COVERED ACSR	--	--	--	
A1	35kV	(1) #1/0 AWG AL	COVERED ACSR	--	--	--	
B	35kV	(3) #1/0 AWG AL JACKETED CONCENTRIC CONDUCTOR (DIRECT BURIAL)	MV-105	1	5"	PVC	EPR/133%
C	35kV	(1) #1/0 AWG AL	MV-105	1	2"	PVC	EPR/133%
D	--	FLEXIBLE BUSBAR CONNECTION	--	--	--	--	--
E	600V	(4) #1/0 AWG	XHHW-2				
F	600V	(2) #10 AWG, (1) #10 AWG N, (1) #10 AWG G	XHHW-2	1	1"	PVC	
F1	600V	(2) #10 AWG, (1) #10 AWG G	XHHW-2	1	1.5"	PVC	
G	--	(1) CAT5	--	1	1.5"	PVC	
H	--	(1) RS-485	--	1	1.5"	PVC	
I	600V	(2) #10 AWG AL, (1) #10 AWG N, (1) #10 AWG G	XHHW-2	1	1"	PVC	
J	600V	(1) #10 AWG, (1) #10 AWG W, (1) #10 AWG G	XHHW-2	1	1"	PVC	
J1	--	TAVRIDA UMBRICAL CABLE TENA.9956.34.000-02	--	--	--	--	
K	600V	(1) ATI CONTROL CABLE - PN 5000-1600	XHHW-2	1	1.5"	PVC	
K1	-		-	-	1"	PVC	SPARE***
K2	-	-	-	-	4"	PVC	SPARE***
K3	-		-	-	2"	PVC	SPARE***
L	600V	(3) #8 AWG, (1) #8 AWG G	XHHW-2	-	-	CAB	
M	600V	(3) #1 AWG AL, (1) #8 AWG AL G	XHHW-2	1	1.5"	PVC	
M**	600V	(2) #8 AWG, (1) #8 AWG G	XHHW-2	1	1"	PVC	
O	600V	(2) #12 AWG CONDUCTOR FOR 24VDC FAST STOP MONITORING	THWN-2	1	1"	PVC	
P	600V	(3) #12 AWG CONDUCTOR FOR 24VDC FAST STOP TRIGGER	THWN-2	1	1"	PVC	
Q	-	FIBER	-	1	1.5"	PVC	
R	600V	(3) 300 KCMIL AL, (1) 3/0 AWG AL N, (1) #1 AWG AL G	XHHW-2	1	3"	PVC	

*ALL CONDUCTORS SHALL BE COPPER UNLESS OTHERWISE NOTED.
** THWN INTERNAL BETWEEN PVC AND CAB SYSTEM
*** SPARE CONDUITS TO EXTEND 12' BEYOND THE EDGE OF THE PAD

INVERTER PROTECTION SETTINGS

INVERTER PROTECTIVE FUNCTIONS	VOLTAGE SETTING PU	FREQUENCY SETTING HZ	TOTAL CLEARING CYC/SEC
27 - FAST UNDERVOLTAGE	300 (50%)	-	60 (1.0)
27 - UNDERVOLTAGE	420 (70%)	-	660 (11)
27 - UNDERVOLTAGE	538 (90%)	-	1200 (21)
59P1 - FAST OVERVOLTAGE	660 (110%)	-	780 (13)
59P2 - OVERVOLTAGE	720 (120%)	-	9.6 (0.16)
81U/P1 - UNDERFREQUENCY		57.0	9.6 (0.16)
81U/P2 - UNDERFREQUENCY		58.5	10000 (300)
81O/P1 - OVERFREQUENCY	-	60.5	10000 (300)
81O/P2 - OVERFREQUENCY		62.0	9.6 (0.16)

1. ALL VOLTAGE VALUES ARE L-L AS DELTA CONFIGURATION IS IMPLEMENTED
2. SETTINGS ARE BASED ON NPCC DIRECTIVE 12 FIGURE 1 CURVE

PROTECTIVE RELAY SETTINGS

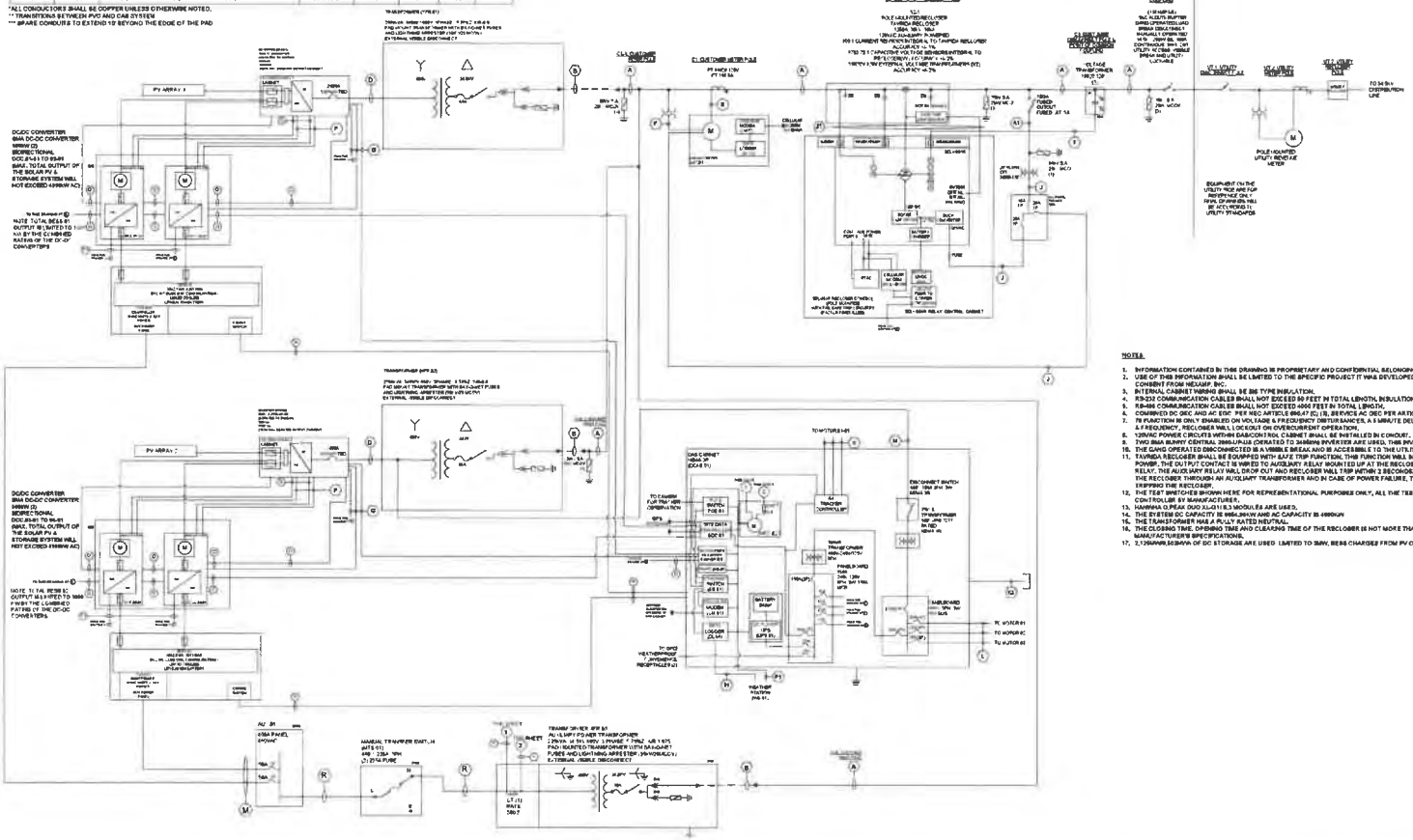
IEEE-ANSI® PROTECTIVE FUNCTIONS	TRIP OUTPUT	VOLTAGE SETTING SEC (PRI) (PU)	FREQUENCY SETTING HZ	TOTAL CLEARING TIME CYC/SEC	CURRENT SETTING SEC (PRI)
27P1 - FAST UNDERVOLTAGE	X	60(9960.3)(89%)		60 / 1.1	-
27P2 - UNDERVOLTAGE	X	105.5(17530.4)(88%)		120 / 2	-
59P1 - OVERVOLTAGE	X	132(21910.4)(110%)		120 / 2	-
59P2 - OVERVOLTAGE	X	144(23903.3)(120%)	-	9.6 / 0.16	-
59N - NEUTRAL VOLTAGE DISPLACEMENT	X	12(1991.9)(10%)	-	120 / 2	
81U/P1 - UNDERFREQUENCY	X	-	58.5	9.6 / 0.16	-
81U/P2 - UNDERFREQUENCY	X	-	58.5	10000 / 300	-
81O/P1 - OVERFREQUENCY	X	-	61.2	10000 / 300	
81O/P2 - OVERFREQUENCY	X	-	62.0	9.6 / 0.16	
51 - PHASE OVERCURRENT	X	-	-	CURVE U4 T.D. 1.8	1.26A/105A
51G - GROUND OVERCURRENT	X	-	-	CURVE U4 T.D. 1.8	0.41A/41.5A
79 - RECLOSER	X	1 to 1440 / 7200% (1 to 1,382,399.2 / 5,191.9)	59.3 - 60.5	10000 (300)	SEE NOTE 7
ALARM	X			41.66	-

1. ALL VOLTAGE SETTING VALUES ARE L-G AS GROUNDED WYE CONFIGURATION IS IMPLEMENTED
2. CLEARING TIME INCLUDES THE DELAY TIME AND THE FAULT CLEARING TIME (3 CYC / 0.05SEC).

ONE LINE DIAGRAM LEGEND

- KWH METER
- PV INVERTER
- POTENTIAL TRANSFORMER
- CURRENT TRANSFORMER
- TRANSFORMER
- TRIP
- CIRCUIT BREAKER
- CABLE TERMINATION
- R RECLOSER
- FUSE
- REMOVABLE CONNECTOR
- SURGE ARRESTER
- FUSED CUT OUT
- GANG OPERATED DISCONNECT
- POWER TRANSFORMER
- SOLID BLADE DISCONNECTS

OWNER COMED



NOTES:

1. INFORMATION CONTAINED IN THIS DRAWING IS PROPRIETARY AND CONFIDENTIAL BELONGING TO NEXAMP, INC. OF BOSTON, MA.
2. USE OF THIS INFORMATION SHALL BE LIMITED TO THE SPECIFIC PROJECT IT WAS DEVELOPED FOR AND SHALL NOT BE S EPRODUCED WITHOUT CONSENT FROM NEXAMP, INC.
3. INTERNAL CABINET WIRING SHALL BE 600 TYPE INSULATION.
4. RS-232 COMMUNICATION CABLES SHALL NOT EXCEED 50 FEET IN TOTAL LENGTH, INSULATION LEVEL SHALL BE 600V.
5. RS-485 COMMUNICATION CABLES SHALL NOT EXCEED 4000 FEET IN TOTAL LENGTH.
6. COMBINED DC OCC AND AC EOC PER NEC ARTICLE 690.47 (C; 1), SERVICES AC OCP PER ARTICLE 240.12).
7. TS FUNCTION IS ONLY ENABLED ON VOLTAGE & FREQUENCY DISTURBANCES, A 5 MINUTE DELAY WILL BE SET FOR RECLOSING UPON GOOD VOLTAGE & FREQUENCY, RECLOSER WILL LOCKOUT ON OVERCURRENT OPERATION.
8. 120VAC POWER CIRCUITS WITHIN SUBCONTROL CABINET SHALL BE INSTALLED IN CONDUIT.
9. TWO SMA SUNNY CENTRAL 2660-US-US (RERATED TO 2660kW) INVERTER ARE USED. THIS INVERTER IS UL LISTED 1741 AND IEEE 1547 COMPLIANT.
10. THE GANG OPERATED DISCONNECTED IS A VISIBLE BREAK AND IS ACCESSIBLE TO THE UTILITY 24/7.
11. TAVRIDA RECLOSER SHALL BE EQUIPPED WITH SAFE TRIP FUNCTION. THIS FUNCTION WILL BE USED TO TRIP THE RECLOSER ON LOSS OF DC POWER. THE OUTPUT CONTACT IS WIRED TO AUXILIARY RELAY MOUNTED UP AT THE RECLOSER BY MANUFACTURER UPON LOSS OF POWER TO THE RELAY. THE AUXILIARY RELAY WILL DROP OUT AND RECLOSER WILL TRIP WITHIN 2 SECONDS.THE BATTERY IS CHARGED FROM THE UTILITY SIDE OF THE RECLOSER THROUGH AN AUXILIARY TRANSFORMER AND IN CASE OF POWER FAILURE, THE BATTERY POWER WILL BE RESPONSIBLE FOR TRIPPING THE RECLOSER.
12. THE TEST SWITCHES SHOWN HERE FOR REPRESENTATIONAL PURPOSES ONLY, ALL THE TEST SWITCHES WILL BE HARDWIRED INTO THE RECLOSER CONTROLLER BY MANUFACTURER.
13. HANWHA Q.PEAK DUO XL-G11.3 MODULES ARE USED.
14. THE BYESS DC CAPACITY IS 966.2kWh AND AC CAPACITY IS 480kW.
15. THE TRANSFORMER HAS A FULLY RATED NEUTRAL.
16. THE CLOSING TIME, OPENING TIME AND CLEARING TIME OF THE RECLOSER IS NOT MORE THAN 77ms, 43ms AND 61ms RESPECTIVELY PER MANUFACTURER'S SPECIFICATIONS.
17. 2,125kWh/5.5MWh OF DC STORAGE ARE USED LIMITED TO 3MW, BESS CHARGED FROM PV ONLY.

nexamp
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Rev	Issued For	Date Issued
A	Interconnection Application	07/03/2023

PAUL C. SWEETWOOD
7/26/2023
ILLINOIS STATE REGISTERED PROFESSIONAL ENGINEER

Project: 122612 Comells Road - Storage Addition
100791 Comells Road, Plano, IL 60545-9777 (41.6925, -88.4640)

Drawing Title: AC Electrical Diagram
Drawn by: J. Abdulkadim Scale: N.T.S. Approved by: Imtiz Nabatte

Drwg No	Size: D	Sheet Rev
E-602		A

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Efficient

- Up to 4 inverters can be transported in one standard shipping container
- Overdimensioning up to 150% is possible
- Full power at ambient temperatures of up to 35°C

Robust

- Intelligent air cooling system OptiCool for efficient cooling
- Suitable for outdoor use in all climatic ambient conditions worldwide

Flexible

- One device for all applications
- PV application, optionally available with DC-coupled storage system

Easy to Use

- Improved DC connection area
- Connection area for customer equipment
- Integrated voltage support for internal and external loads

SUNNY CENTRAL UP

The new Sunny Central: more power per cubic meter

With an output of up to 3067 kVA and system voltages of 1500 V DC, the SMA central inverter allows for more efficient system design and a reduction in specific costs for PV and battery power plants. A separate voltage supply and additional space are available for the installation of customer equipment. True 1500 V technology and the intelligent cooling system OptiCool ensure smooth operation even in extreme ambient temperature as well as a long service life of 25 years.

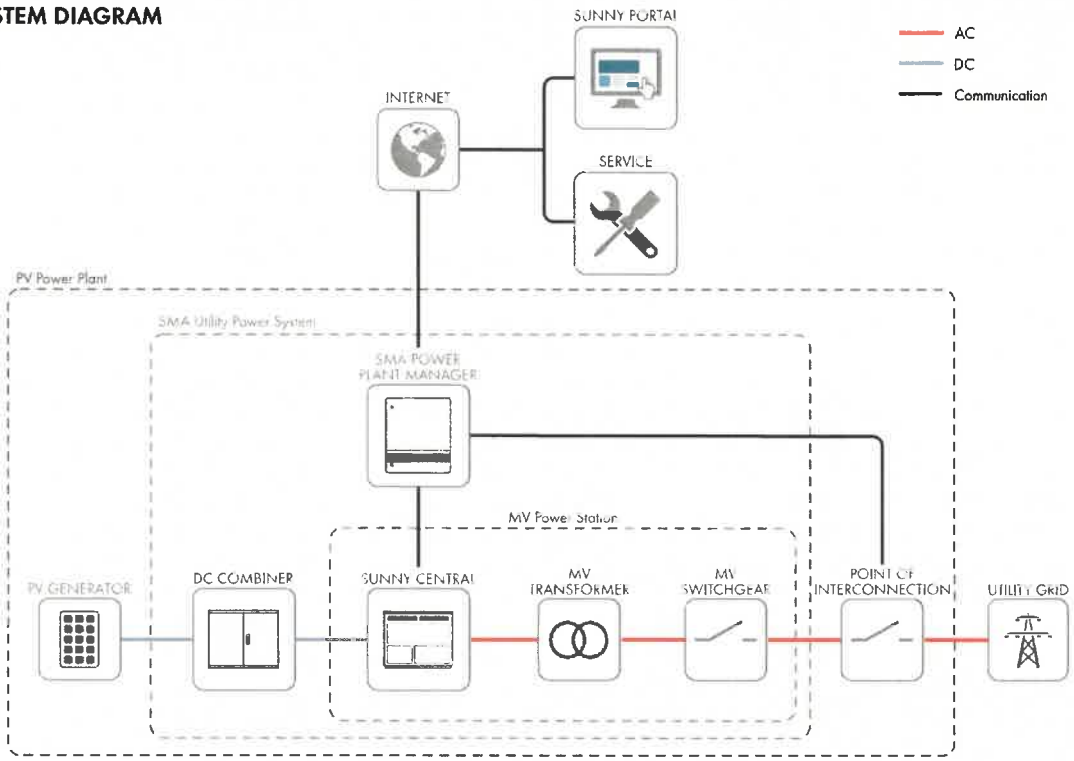
SUNNY CENTRAL UP

Technical Data	Sunny Central 2660 UP	Sunny Central 2800 UP
DC side		
MPP voltage range V_{DC} (at 35 °C / at 50 °C)	880 V to 1325 V / 1100 V	921 V to 1325 V / 1100 V
Min. DC voltage $V_{DC, min}$ / Start voltage $V_{DC, Start}$	849 V / 1030 V	891 V / 1071 V
Max. DC voltage $V_{DC, max}$	1500 V	1500 V
Max. DC current $I_{DC, max}$ / with DC coupling	3200 A / 4800 A	3200 A / 4800 A
Max. short-circuit current $I_{DC, SC}$	8400 A	8400 A
Number of DC inputs	Busbar with 26 connections per terminal, 24 double pole fused (32 single pole fused)	
Number of DC inputs with optional DC battery coupling	18 double pole fused (36 single pole fused) for PV and 6 double pole fused for batteries	
Max. number of DC cables per DC input (for each polarity)	2 x 800 kcmil, 2 x 400 mm²	
Integrated zone monitoring	o	
Available PV fuse sizes (per input)	200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A	
Available battery fuse size (per input)	750 A	
AC side		
Nominal AC power at cos φ =1 (at 35°C / at 50°C)	2667 kVA / 2400 kVA	2800 kVA / 2520 kVA
Nominal AC active power at cos φ =0.8 (at 35°C / at 50°C)	2134 kW / 1920 kW	2240 kW / 2016 kW
Nominal AC current $I_{AC, nom}$ (at 35°C / at 50°C)	2566 A / 2309 A	2566 A / 2309 A
Max. total harmonic distortion	< 3% at nominal power	< 3% at nominal power
Nominal AC voltage / nominal AC voltage range[1) 8)]	600 V / 480 V to 720 V	630 V / 504 V to 756 V
AC power frequency / range	50 Hz / 47 Hz to 53 Hz 60 Hz / 57 Hz to 63 Hz	
Min. short-circuit ratio at the AC terminals[9)]	> 2	
Power factor at rated power / displacement power factor adjustable[8) 10)]	1 / 0.8 overexcited to 0.8 underexcited	
Efficiency		
Max. efficiency[2)] / European efficiency[2)] / CEC efficiency[3)]	98.7%* / 98.6%* / 98.5%*	98.7%* / 98.6%* / 98.5%*
Protective Devices		
Input-side disconnection point	DC load break switch	
Output-side disconnection point	AC circuit breaker	
DC overvoltage protection	Surge arrester, type I & II	
AC overvoltage protection (optional)	Surge arrester, class I & II	
Lightning protection (according to IEC 62305-1)	Lightning Protection Level III	
Ground-fault monitoring / remote ground-fault monitoring	o / o	
Insulation monitoring	o	
Degree of protection: electronics / air duct / connection area (as per IEC 60529)	IP54 / IP34 / IP34	
General Data		
Dimensions (W / H / D)	2815 / 2318 / 1588 mm (110.8 / 91.3 / 62.5 inch)	
Weight	< 3400 kg / < 7500 lb	
Self-consumption (max.[4)] / partial load[5)] / average[6)])	< 8100 W / < 1800 W / < 2000 W	
Self-consumption (standby)	< 370 W	
Internal auxiliary power supply	o Integrated 8.4 kVA transformer	
Operating temperature range[8)]	−25°C to 60°C / −13°F to 140°F	
Noise emission[7)]	67.0 dB(A)*	
Temperature range (standby)	−40°C to 60°C / −40°F to 140°F	
Temperature range (storage)	−40°C to 70°C / −40°F to 158°F	
Max. permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month/year) / 0% to 95%	
Maximum operating altitude above MSL[8)] 1000 m / 2000 m[11)] / 3000 m[11)]	● / o / o	● / o / –
Fresh air consumption	6500 m³/h	
Features		
DC connection	Terminal lug on each input (without fuse)	
AC connection	With busbar system (three busbars, one per line conductor)	
Communication	Ethernet, Modbus Master, Modbus Slave	
Enclosure / roof color	RAL 9016 / RAL 7004	
Supply for external loads	o (2.5 kVA)	
Standards and directives complied with	CE, IEC / EN 62109-1, IEC / EN 62109-2, AR-N 4110, IEEE1547, UL 840 Cat. IV, Arrêté du 23/04/08	
EMC standards	IEC 55011, FCC Part 15 Class A	
Quality standards and directives complied with	VDI/VDE 2862 page 2, DIN EN ISO 9001	
● Standard features o Optional – not available * preliminary		
Type designation	SC 2660 UP	SC 2800 UP

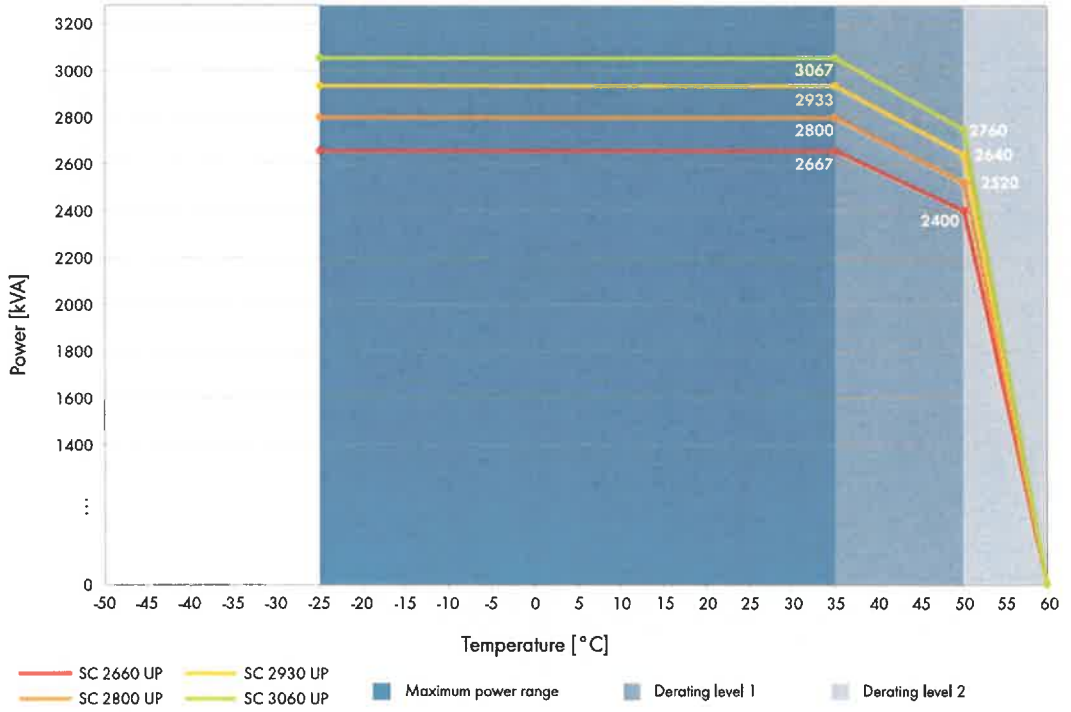
1) At nominal AC voltage, nominal AC power decreases in the same proportion
2) Efficiency measured without internal power supply
3) Efficiency measured with internal power supply
4) Self-consumption at rated operation
5) Self-consumption at < 75% Pn at 25 °C
6) Self-consumption averaged out from 5% to 100% Pn at 25 °C
7) Sound pressure level at a distance of 10 m
8) Values apply only to inverters. Permissible values for SMA MV solutions from SMA can be found in the corresponding data sheets.
9) A short-circuit ratio of < 2 requires a special approval from SMA
10) Depending on the DC voltage
11) Earlier temperature-dependent de-rating and reduction of DC open-circuit voltage

Technical Data	Sunny Central 2930 UP	Sunny Central 3060 UP
DC side		
MPP voltage range V_{DC} (at 35 °C / at 50 °C)	962 V to 1325 V / 1100 V	1003 V to 1325 V / 1100 V
Min. DC voltage $V_{DC, min}$ / Start voltage $V_{DC, Start}$	934 V / 1112 V	976 V / 1153 V
Max. DC voltage $V_{DC, max}$	1500 V	1500 V
Max. DC current $I_{DC, max}$ / with DC coupling	3200 A / 4800 A	3200 A / 4800 A
Max. short-circuit current $I_{DC, SC}$	8400 A	8400 A
Number of DC inputs	Busbar with 26 connections per terminal, 24 double pole fused (32 single pole fused)	
Number of DC inputs with optional DC battery coupling	18 double pole fused (36 single pole fused) for PV and 6 double pole fused for batteries	
Max. number of DC cables per DC input (for each polarity)	2 x 800 kcmil, 2 x 400 mm²	
Integrated zone monitoring	o	
Available PV fuse sizes (per input)	200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A	
Available battery fuse size (per input)	750 A	
AC side		
Nominal AC power at cos φ =1 (at 35 °C / at 50 °C)	2933 kVA / 2640 kVA	3067 kVA / 2760 kVA
Nominal AC active power at cos φ =0.8 (at 35 °C / at 50 °C)	2346 kW / 2112 kW	2454 kW / 2208 kW
Nominal AC current $I_{AC, nom}$ (at 35 °C / at 50 °C)	2566 A / 2309 A	2566 A / 2309 A
Max. total harmonic distortion	< 3% at nominal power	< 3% at nominal power
Nominal AC voltage / nominal AC voltage range[1) 8)]	660 V / 528 V to 759 V	690 V / 552 V to 759 V
AC power frequency / range	50 Hz / 47 Hz to 53 Hz 60 Hz / 57 Hz to 63 Hz	
Min. short-circuit ratio at the AC terminals[9)]	> 2	
Power factor at rated power / displacement power factor adjustable[8) 10)]	● 1 / 0.8 overexcited to 0.8 underexcited	
Efficiency		
Max. efficiency[2)] / European efficiency[2)] / CEC efficiency[3)]	98.7%* / 98.6%* / 98.5%*	98.7%* / 98.6%* / 98.5%*
Protective Devices		
Input-side disconnection point	DC load break switch	
Output-side disconnection point	AC circuit breaker	
DC overvoltage protection	Surge arrester, type I & II	
AC overvoltage protection (optional)	Surge arrester, class I & II	
Lightning protection (according to IEC 62305-1)	Lightning Protection Level III	
Ground-fault monitoring / remote ground-fault monitoring	o / o	
Insulation monitoring	o	
Degree of protection: electronics / air duct / connection area (as per IEC 60529)	IP54 / IP34 / IP34	
General Data		
Dimensions (W / H / D)	2815 / 2318 / 1588 mm (110.8 / 91.3 / 62.5 inch)	
Weight	< 3400 kg / < 7500 lb	
Self-consumption (max.[4)] / partial load[5)] / average[6)])	< 8100 W / < 1800 W / < 2000 W	
Self-consumption (standby)	< 370 W	
Internal auxiliary power supply	o Integrated 8.4 kVA transformer	
Operating temperature range[8)]	−25 °C to 60 °C / −13 °F to 140 °F	
Noise emission[7)]	67.0 dB(A)*	
Temperature range (standby)	−40 °C to 60 °C / −40 °F to 140 °F	
Temperature range (storage)	−40 °C to 70 °C / −40 °F to 158 °F	
Max. permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month/year) / 0% to 95%	
Maximum operating altitude above MSL[8)] 1000 m / 2000 m[11)] / 3000 m[11)]	● / o / –	
Fresh air consumption	6500 m³/h	
Features		
DC connection	Terminal lug on each input (without fuse)	
AC connection	With busbar system (three busbars, one per line conductor)	
Communication	Ethernet, Modbus Master, Modbus Slave	
Enclosure / roof color	RAL 9016 / RAL 7004	
Supply for external loads	o (2.5 kVA)	
Standards and directives complied with	CE, IEC / EN 62109-1, IEC / EN 62109-2, AR-N 4110, IEEE1547, UL 840 Cat. IV, Arrêté du 23/04/08	
EMC standards	IEC 55011, FCC Part 15 Class A	
Quality standards and directives complied with	VDI/VDE 2862 page 2, DIN EN ISO 9001	
● Standard features o Optional – not available * preliminary		
Type designation	SC 2930 UP	SC 3060 UP

SYSTEM DIAGRAM



TEMPERATURE BEHAVIOR (at 1000 m)



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powered by Q.ANTUM DUO Z

Q.PEAK DUO XL-G11.3 / BFG
570-585

BIFACIAL DOUBLE GLASS MODULE
WITH EXCELLENT RELIABILITY
AND ADDITIONAL YIELD

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2021

Q CELLS

BIFACIAL ENERGY YIELD GAIN OF UP TO 20 %
Bifacial Q.ANTUM solar cells make efficient use of light shining on the module rear-side for radically improved LCOE.

LOW ELECTRICITY GENERATION COSTS
Q.ANTUM DUO Z combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology for higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 21.5%.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behavior.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID and Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

FRAME FOR VERSATILE MOUNTING OPTIONS
High-tech aluminum alloy frame protects from damage, enables use of a wide range of mounting structures and is certified regarding IEC for high snow (5400 Pa) and wind loads (2400 Pa).

A RELIABLE INVESTMENT
Double glass module design enables extended lifetime with 12-year product warranty and improved 30-year performance warranty[2].

[1] APT test conditions according to IEC / TS 62804-1:2015 method B (–1500 V, 168 h) including post treatment according to IEC 61215-1-1 Ed. 2.0 (CD)
[2] See data sheet on rear for further information.

THE IDEAL SOLUTION FOR:

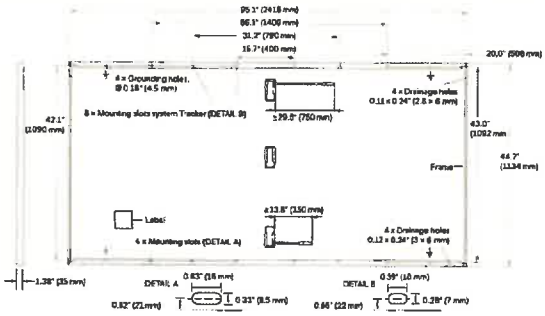
Ground-mounted solar power plants

Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	95.1 in × 44.7 in × 1.38 in (including frame) (2416 mm × 1134 mm × 35 mm)
Weight	75.8 lbs (34.4 kg)
Front Cover	0.08 in (2.0 mm) thermally pre-stressed glass with anti-reflection technology
	0.08 in (2.0 mm) semi-tempered glass
Frame	Anodized aluminum
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
on Box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥ 29.5 in (750 mm), (−) > 13.8 in (350 mm)
	Stäubli MC4-Evo2, Hanwha Q CELLS HQC4, IP68



ELECTRICAL CHARACTERISTICS

POWER CLASS				570		575		580		585	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] AND BSTC[2] (POWER TOLERANCE +5 W / −0 W)											
					BSTC[2]		BSTC[2]		BSTC[2]		BSTC[2]
Minimum	Power at MPP	P_{MPP}	[W]	570	623.5	575	629.0	580	634.4	585	639.9
	Short Circuit Current[3]	I_{SC}	[A]	13.50	14.77	13.52	14.80	13.55	14.83	13.57	14.86
	Open Circuit Voltage[3]	V_{OC}	[V]	53.50	53.69	53.53	53.72	53.56	53.75	53.59	53.78
	Current at MPP	I_{MPP}	[A]	12.83	14.03	12.87	14.09	12.92	14.14	12.97	14.19
	Voltage at MPP	V_{MPP}	[V]	44.44	44.43	44.66	44.65	44.88	44.87	45.10	45.09
	Efficiency[4]	η	[%]	≥20.8	≥22.8	≥21.0	≥23.0	≥21.2	≥23.2	≥21.4	≥23.4

Bifaciality of P_{MPP} and I_{SC} 70% ±5% • Bifaciality given for rear side irradiation on top of STC (front side) • According to IEC 60904-1-2

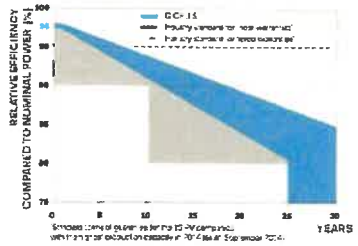
[1]Measurement tolerances P_{MPP} ±3%; I_{SC}, V_{OC} ±5% at STC: 1000 W/m², 25±2 °C, AM 1.5 according to IEC 60904-3

[2]at BSTC: 1000 W/m² + φ × 135 W/m², φ = 70% ±5%, 25±2 °C, AM 1.5 according to IEC 60904-3

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[5]							
Minimum	Power at MPP	P_{MPP}	[W]	429.1	432.9	436.6	440.4
	Short Circuit Current	I_{SC}	[A]	10.87	10.89	10.91	10.93
	Open Circuit Voltage	V_{OC}	[V]	50.60	50.63	50.66	50.68
	Current at MPP	I_{MPP}	[A]	10.09	10.14	10.18	10.22
	Voltage at MPP	V_{MPP}	[V]	42.51	42.71	42.89	43.08

[5]800 W/m², NMOT, spectrum AM 1.5

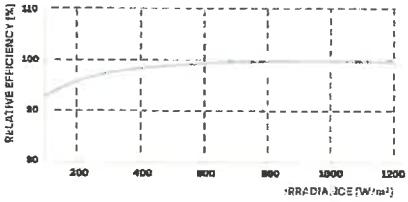
Q CELLS PERFORMANCE WARRANTY



At least 98% of nominal power during first year. Thereafter max. 0.45% degradation per year. At least 94% of nominal power up to 10 years. At least 85% of nominal power up to 30 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²)

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.34	Nominal Module Operating Temperature	NMOT	[°F]	108±5.4 (42±3 °C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	[V]	1500	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	25	Fire Rating based on ANSI / UL 61730	TYPE 29[4]
Max. Design Load, Push / Pull[3]	[lbs/ft²]	75 (3600 Pa) / 33 (1600 Pa)	Permitted Module Temperature on Continuous Duty	−40 °F up to +185 °F (−40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]	[lbs/ft²]	113 (5400 Pa) / 50 (2400 Pa)		

[3]See Installation Manual

[4]New Type is similar to Type 3 but with metallic frame

QUALIFICATIONS AND CERTIFICATES

UL 61730, CE-compliant,
IEC 61215:2016,
IEC 61730:2016,
U.S. Patent No. 9,893,215
(solar cells)

Note: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS America Inc.
400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL inquiry@us.q-cells.com | WEB www.q-cells.us

Specifications subject to technical changes © Q CELLS Q PEAK DUO XL-G11.3/BFG 570-585 2021-05_Rev01_NA

VOYAGER

Voyager+

Next-generation single-axis tracker providing industry-leading ease of installation, performance, and reliability

Superior Design Flexibility

Easily optimize your system with a ground coverage ratio (GCR) from 30 to 60 percent, 10 degree N/S slope tolerance, and maximized megawatt per acre density.

- Maximum MW/acre with minimal grading

Lowest Installed Cost

Voyager has the fastest module installation process in the world and uses about 30% less posts than its designs resulting in lower costs and fewer man hours.

- Fastest in industry installation

Yield Enhancement Software

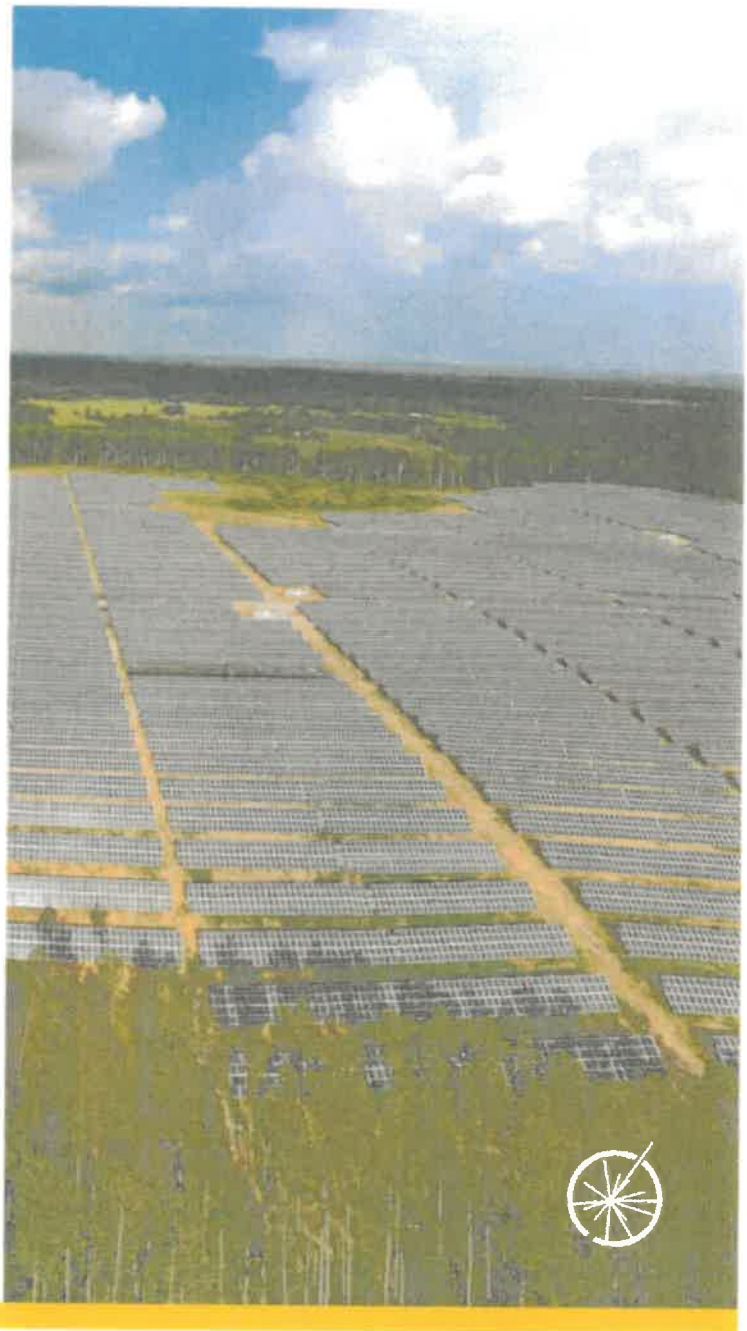
SunPath software provides individual row backtracking, multi-row shade optimization, and diffused light tracking that can add up to 8% in total energy output.

- Optimal energy yield for any project

Designed for Reliability

Our self-powered drive system requires no auxiliary power to communications systems, eliminating the complexity, expense and power consuming downtime associated with traditional tracker designs.

- Minimal maintenance requirements over system life



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Voyager+ Design Specifications

Wind Speed Configurations	Up to 120mph
Module Architecture	2 modules in portrait orientation
Modules Supported	All Large frame, Mono,Poly,Bifacial
Module Attachment	6 mechanical fasteners per module
String Architecture	1500V systems; 4 strings per row, up to 30 modules per string, 1000V Systems; 6 strings per row up to 20 modules per string
Power	Two 60W Power Modules Onboard Lithium-ion Battery; 24V DC self powered drive system with up to 3-day battery backup
Drive Type	70kN, 100 kN Slew Drives
Posts per Row (typical)	7 posts per row (1 drive, 6 typical)
Post Size	W6 and W8 Compatible
Post Type	Driven (primary) w/ alternative foundation options available
Operating Range of Motion	+/- 52° (60° optional)
Stow Conditions	Wind Stow (0°), Snow Stow (40°), Flood Stow (0°), Hail Stow (50°)
Backtracking	Individual Row Level (standard) Terrain-Based Backtracking (included with SunPath)
Diffuse Light Capture	Included with SunPath
Ground Clearance	300mm (minimum)
Ground Coverage	20-60% GCR supported
Slope Tolerances	10° (17.5%) – North-South Unlimited – East-West
Snow Load	0psf - 60psf (Higher available upon request)
Operating Temperature	0°C to 60°C (-20°C to 60°C with Cold Weather Package)
Sensor Package	Wind, Snow, Flood
Communication Architecture	Wireless Zigbee Mesh Network Row to Row; One Zone Controller for up to 99 rows. Connection to SCADA/DAS through Modbus TCP/IP interface
Special Installation Tools	None
Certifications	UL 2703, 3703 and IEC EC 62817 (pending)
Warranty	5 yr drive and control + 10 yr structure Additional warranty options available.

FTC SOLAR

FTC Solar integrates engineering, software, and lean construction to lower installation costs and deploy reliable solar tracking solutions to advanced projects around the world.

North America, Latin America
Europe, Africa, India
Middle East & North Africa
Australia
Asia

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info@ftcsolar.com
866-FTC-Solar
ftcsolar.com/quote

January 25, 2023

SMA America, LLC
6020 West Oaks Blvd, Ste 300
Rocklin, CA 95765-3714
Tel.: +1 916 625 0870
Fax: +1 916 625 0871

To whom it may concern

RE: Nexamp Solar Project
SC2660-UP-US – Inverter Power Limiting

Dear Sir/Madam,

This letter is to confirm that **(2) SMA Sunny Central 2660-UP-US** inverters will be output power limited to meet grid requirements. For this project, the output power of the inverters will be limited to **2495** kVA and **2495** kVA, respectively. The output power limit is only accessible by SMA Service after commissioning.

SMA will submit a letter to the customer stating the inverter power limit by inverter serial number as documented proof that the power limit has been completed. A secondary label will be installed near the inverter label indicating the unit is power limited.

Sincerely,

Ryan J. LeBlanc
Principal Applications Engineer
SMA America, LLC
Rocklin, CA

BYD - MC Cube

MC10C-B5365-U-R4M01
MC10C-B4659-U-R2M01

System Features

High Energy Density

- Compact mechanical design, minimized footprint

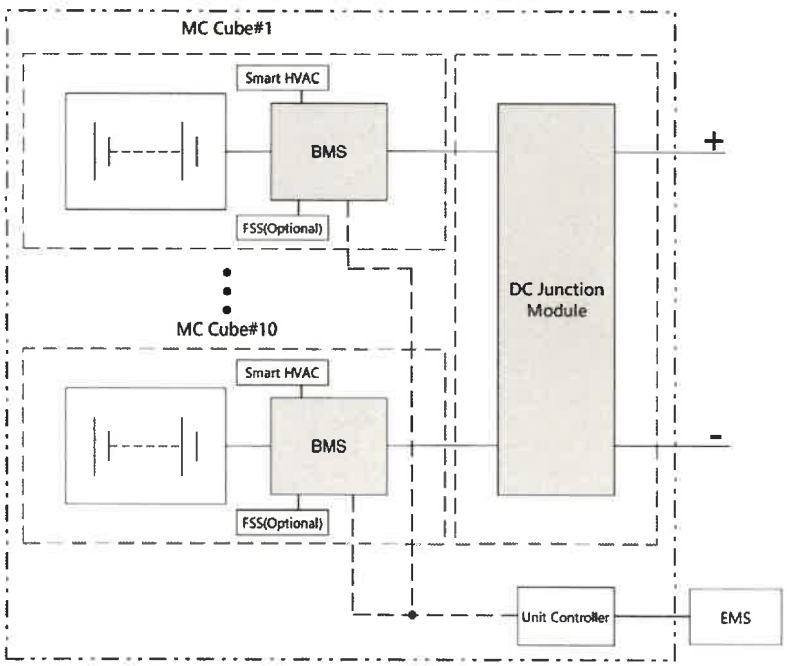
Safe & Long Lifecycle

- High efficient system with safe and long lifecycle LFP battery

Highly Integrated

- Highly integrated system to allow flexible transportation and on-site installation
- ALL IN ONE design, integrated local controller, HVAC and FSS to ensure system safety

Circuit Diagram



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V1.2.2023.0105

System Parameter

System Type	MC10C-B5365-U-R4M01	MC10C-B4659-U-R2M01
DC Data		
Cell type	LFP	LFP
Pack type	1P416S	1P416S
System configuration	10 × 1P416S	10 × 1P416S
Battery capacity (BOL)	5365kWh	4659kWh
DC usable energy (BOL)@FAT	5099kWh	4428kWh
DC usable energy (BOL)@SAT	4946kWh	4295kWh
Battery voltage range	1081.6 ~ 1497.6	1081.6 ~ 1497.6
Nominal power	1236kW	2147kW
General Data		
Dimensions (W×D×H)	6058×2438×2896mm	6058×2438×2896mm
Weight	~41035kg	~41385kg
IP rating	IP55	IP55
Ambient operating temperature range	-30℃ ~ +55℃【1】	-30℃ ~ +55℃【1】
Relative humidity	5% ~ 100%	5% ~ 100%
Max. working altitude	< 2000m【2】	< 2000m【2】
Cooling concept	Smart air cooling	Liquid cooling
Noise	≤75dBA	≤75dBA
Fire suppression system	With fire alarm system	With fire alarm system
Auxiliary power interface	AC480V/60Hz, 3P4W	AC480V/60Hz, 3P4W
Auxiliary system peak power requirement @45℃, PF0.8	39kVA	76kVA
Communication interfaces	Ethernet	Ethernet
Communication protocols	Modbus TCP/IP	Modbus TCP/IP
Standard color	RAL 9003	RAL 9003
Compliance	UL1973, NFPA69, NFPA72, NFPA855, CFC UN3536, UL9540A, UL9540	

Note.

【1】Power derating is performed when the ambient temperature is below -15℃ or above +45℃.

【2】Power derating is performed when the altitude is between 2000-3000m.

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Efficient

- Up to 4 inverters can be transported in one standard shipping container
- Overdimensioning up to 150% is possible
- Full power at ambient temperatures of up to 35°C

Robust

- Intelligent air cooling system OptiCool for efficient cooling
- Suitable for outdoor use in all climatic ambient conditions worldwide

Flexible

- One device for all applications
- PV application, optionally available with DC-coupled storage system

Easy to Use

- Improved DC connection area
- Connection area for customer equipment
- Integrated voltage support for internal and external loads

SUNNY CENTRAL UP

The new Sunny Central: more power per cubic meter

With an output of up to 3067 kVA and system voltages of 1500 V DC, the SMA central inverter allows for more efficient system design and a reduction in specific costs for PV and battery power plants. A separate voltage supply and additional space are available for the installation of customer equipment. True 1500 V technology and the intelligent cooling system OptiCool ensure smooth operation even in extreme ambient temperature as well as a long service life of 25 years.

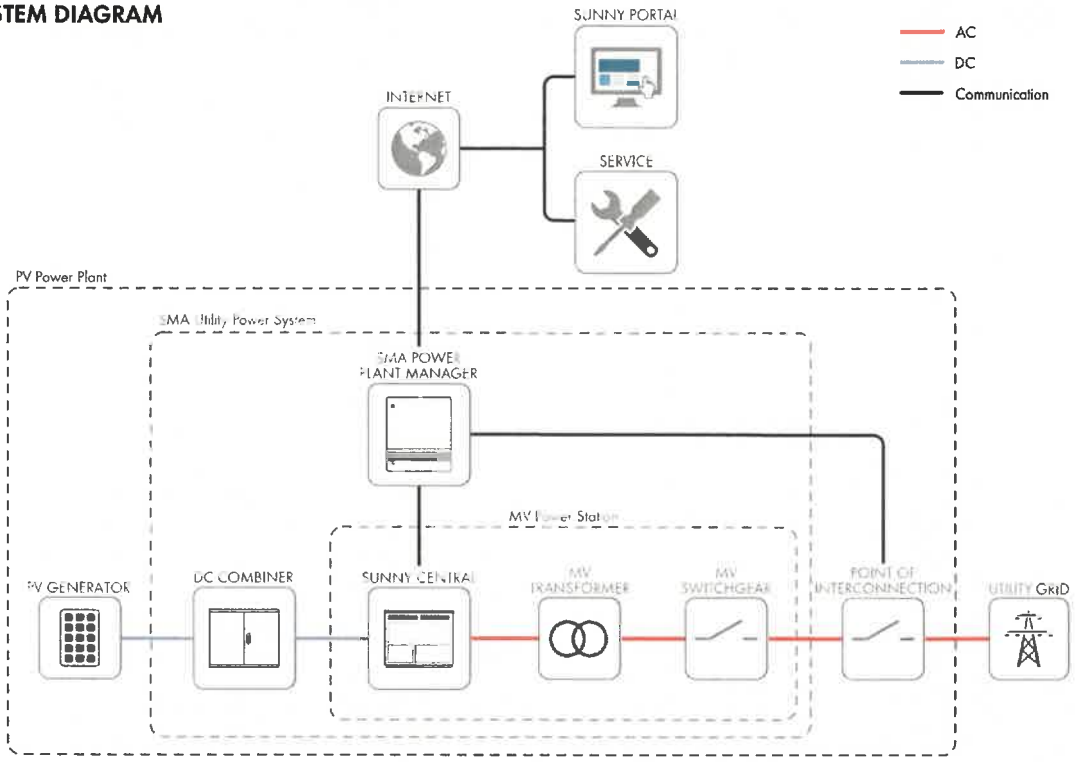
SUNNY CENTRAL UP

Technical Data	Sunny Central 2660 UP	Sunny Central 2800 UP
DC side		
MPP voltage range V_{DC} (at 35 °C / at 50 °C)	880 V to 1325 V / 1100 V	921 V to 1325 V / 1100 V
Min. DC voltage $V_{DC, min}$ / Start voltage $V_{DC, Start}$	849 V / 1030 V	891 V / 1071 V
Max. DC voltage $V_{DC, max}$	1500 V	1500 V
Max. DC current $I_{DC, max}$ / with DC coupling	3200 A / 4800 A	3200 A / 4800 A
Max. short-circuit current $I_{DC, SC}$	8400 A	8400 A
Number of DC inputs	Busbar with 26 connections per terminal, 24 double pole fused (32 single pole fused)	
Number of DC inputs with optional DC battery coupling	18 double pole fused (36 single pole fused) for PV and 6 double pole fused for batteries	
Max. number of DC cables per DC input (for each polarity)	2 x 800 kcmil, 2 x 400 mm²	
Integrated zone monitoring	o	
Available PV fuse sizes (per input)	200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A	
Available battery fuse size (per input)	750 A	
AC side		
Nominal AC power at cos φ =1 (at 35°C / at 50°C)	2667 kVA / 2400 kVA	2800 kVA / 2520 kVA
Nominal AC active power at cos φ =0.8 (at 35°C / at 50°C)	2134 kW / 1920 kW	2240 kW / 2016 kW
Nominal AC current $I_{AC, nom}$ (at 35°C / at 50°C)	2566 A / 2309 A	2566 A / 2309 A
Max. total harmonic distortion	< 3% at nominal power	< 3% at nominal power
Nominal AC voltage / nominal AC voltage range[1) 8)]	600 V / 480 V to 720 V	630 V / 504 V to 756 V
AC power frequency / range	50 Hz / 47 Hz to 53 Hz 60 Hz / 57 Hz to 63 Hz	
Min. short-circuit ratio at the AC terminals[9)]	> 2	
Power factor at rated power / displacement power factor adjustable[8) 10)]	1 / 0.8 overexcited to 0.8 underexcited	
Efficiency		
Max. efficiency[2)] / European efficiency[2)] / CEC efficiency[3)]	98.7%* / 98.6%* / 98.5%*	98.7%* / 98.6%* / 98.5%*
Protective Devices		
Input-side disconnection point	DC load break switch	
Output-side disconnection point	AC circuit breaker	
DC overvoltage protection	Surge arrester, type I & II	
AC overvoltage protection (optional)	Surge arrester, class I & II	
Lightning protection (according to IEC 62305-1)	Lightning Protection Level III	
Ground-fault monitoring / remote ground-fault monitoring	o / o	
Insulation monitoring	o	
Degree of protection: electronics / air duct / connection area (as per IEC 60529)	IP54 / IP34 / IP34	
General Data		
Dimensions (W / H / D)	2815 / 2318 / 1588 mm (110.8 / 91.3 / 62.5 inch)	
Weight	< 3400 kg / < 7500 lb	
Self-consumption (max.[4)] / partial load[5)] / average[6)])	< 8100 W / < 1800 W / < 2000 W	
Self-consumption (standby)	< 370 W	
Internal auxiliary power supply	o Integrated 8.4 kVA transformer	
Operating temperature range[8)]	−25°C to 60°C / −13°F to 140°F	
Noise emission[7)]	67.0 dB(A)*	
Temperature range (standby)	−40°C to 60°C / −40°F to 140°F	
Temperature range (storage)	−40°C to 70°C / −40°F to 158°F	
Max. permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month/year) / 0% to 95%	
Maximum operating altitude above MSL[8)] 1000 m / 2000 m[11)] / 3000 m[11)]	● / o / o	● / o / –
Fresh air consumption	6500 m³/h	
Features		
DC connection	Terminal lug on each input (without fuse)	
AC connection	With busbar system (three busbars, one per line conductor)	
Communication	Ethernet, Modbus Master, Modbus Slave	
Enclosure / roof color	RAL 9016 / RAL 7004	
Supply for external loads	o (2.5 kVA)	
Standards and directives complied with	CE, IEC / EN 62109-1, IEC / EN 62109-2, AR-N 4110, IEEE1547, UL 840 Cat. IV, Arrêté du 23/04/08	
EMC standards	IEC 55011, FCC Part 15 Class A	
Quality standards and directives complied with	VDI/VDE 2862 page 2, DIN EN ISO 9001	
● Standard features o Optional – not available * preliminary		
Type designation	SC 2660 UP	SC 2800 UP

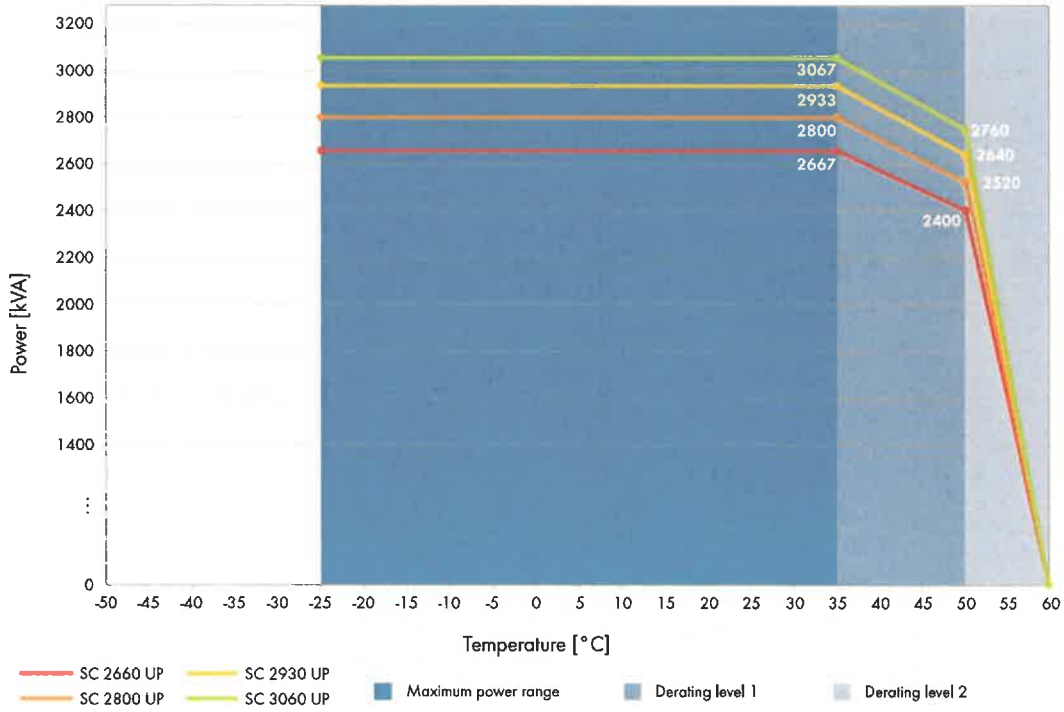
1) At nominal AC voltage, nominal AC power decreases in the same proportion
2) Efficiency measured without internal power supply
3) Efficiency measured with internal power supply
4) Self-consumption at rated operation
5) Self-consumption at < 75% Pn at 25°C
6) Self-consumption averaged out from 5% to 100% Pn at 25°C
7) Sound pressure level at a distance of 10 m
8) Values apply only to inverters. Permissible values for SMA MV solutions from SMA can be found in the corresponding data sheets.
9) A short-circuit ratio of < 2 requires a special approval from SMA
10) Depending on the DC voltage
11) Earlier temperature-dependent de-rating and reduction of DC open-circuit voltage

Technical Data	Sunny Central 2930 UP	Sunny Central 3060 UP
DC side		
MPP voltage range V_{DC} (at 35 °C / at 50 °C)	962 V to 1325 V / 1100 V	1003 V to 1325 V / 1100 V
Min. DC voltage $V_{DC, min}$ / Start voltage $V_{DC, Start}$	934 V / 1112 V	976 V / 1153 V
Max. DC voltage $V_{DC, max}$	1500 V	1500 V
Max. DC current $I_{DC, max}$ / with DC coupling	3200 A / 4800 A	3200 A / 4800 A
Max. short-circuit current $I_{DC, SC}$	8400 A	8400 A
Number of DC inputs	Busbar with 26 connections per terminal, 24 double pole fused (32 single pole fused)	
Number of DC inputs with optional DC battery coupling	18 double pole fused (36 single pole fused) for PV and 6 double pole fused for batteries	
Max. number of DC cables per DC input (for each polarity)	2 x 800 kcmil, 2 x 400 mm²	
Integrated zone monitoring	o	
Available PV fuse sizes (per input)	200 A, 250 A, 315 A, 350 A, 400 A, 450 A, 500 A	
Available battery fuse size (per input)	750 A	
AC side		
Nominal AC power at cos φ =1 (at 35°C / at 50°C)	2933 kVA / 2640 kVA	3067 kVA / 2760 kVA
Nominal AC active power at cos φ =0.8 (at 35°C / at 50°C)	2346 kW / 2112 kW	2454 kW / 2208 kW
Nominal AC current $I_{AC, nom}$ (at 35°C / at 50°C)	2566 A / 2309 A	2566 A / 2309 A
Max. total harmonic distortion	< 3% at nominal power	< 3% at nominal power
Nominal AC voltage / nominal AC voltage range[1] [8]	660 V / 528 V to 759 V	690 V / 552 V to 759 V
AC power frequency / range	50 Hz / 47 Hz to 53 Hz 60 Hz / 57 Hz to 63 Hz	
Min. short-circuit ratio at the AC terminals[9]	> 2	
Power factor at rated power / displacement power factor adjustable[8] [10]	● 1 / 0.8 overexcited to 0.8 underexcited	
Efficiency		
Max. efficiency[2] / European efficiency[2] / CEC efficiency[3]	98.7%* / 98.6%* / 98.5%*	98.7%* / 98.6%* / 98.5%*
Protective Devices		
Input-side disconnection point	DC load break switch	
Output-side disconnection point	AC circuit breaker	
DC overvoltage protection	Surge arrester, type I & II	
AC overvoltage protection (optional)	Surge arrester, class I & II	
Lightning protection (according to IEC 62305-1)	Lightning Protection Level III	
Ground-fault monitoring / remote ground-fault monitoring	o / o	
Insulation monitoring	o	
Degree of protection: electronics / air duct / connection area (as per IEC 60529)	IP54 / IP34 / IP34	
General Data		
Dimensions (W / H / D)	2815 / 2318 / 1588 mm (110.8 / 91.3 / 62.5 inch)	
Weight	< 3400 kg / < 7500 lb	
Self-consumption (max.[4] / partial load[5] / average[6])	< 8100 W / < 1800 W / < 2000 W	
Self-consumption (standby)	< 370 W	
Internal auxiliary power supply	o Integrated 8.4 kVA transformer	
Operating temperature range[8]	−25°C to 60°C / −13°F to 140°F	
Noise emission[7]	67.0 dB(A)*	
Temperature range (standby)	−40°C to 60°C / −40°F to 140°F	
Temperature range (storage)	−40°C to 70°C / −40°F to 158°F	
Max. permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month/year) / 0% to 95%	
Maximum operating altitude above MSL[8] 1000 m / 2000 m[11] / 3000 m[11]	● / o / –	
Fresh air consumption	6500 m³/h	
Features		
DC connection	Terminal lug on each input (without fuse)	
AC connection	With busbar system (three busbars, one per line conductor)	
Communication	Ethernet, Modbus Master, Modbus Slave	
Enclosure / roof color	RAL 9016 / RAL 7004	
Supply for external loads	o (2.5 kVA)	
Standards and directives complied with	CE, IEC / EN 62109-1, IEC / EN 62109-2, AR-N 4110, IEEE1547, UL 840 Cat. IV, Arrêté du 23/04/08	
EMC standards	IEC 55011, FCC Part 15 Class A	
Quality standards and directives complied with	VDI/VDE 2862 page 2, DIN EN ISO 9001	
● Standard features o Optional – not available * preliminary		
Type designation	SC 2930 UP	SC 3060 UP

SYSTEM DIAGRAM



TEMPERATURE BEHAVIOR (at 1000 m)



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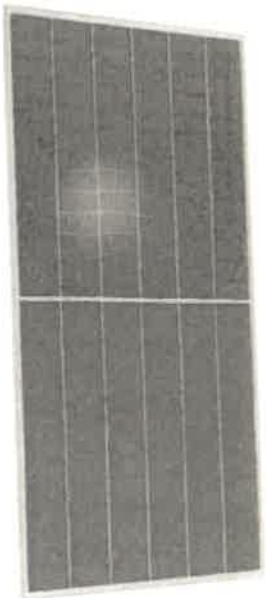
powered by Q.ANTUM DUO Z

Q.PEAK DUO XL-G11.3 / BFG
570-585

BIFACIAL DOUBLE GLASS MODULE
WITH EXCELLENT RELIABILITY
AND ADDITIONAL YIELD

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2021

Q CELLS



BIFACIAL ENERGY YIELD GAIN OF UP TO 20%
Bifacial Q.ANTUM solar cells make efficient use of light shining on the module rear-side for radically improved LCOE.

LOW ELECTRICITY GENERATION COSTS
Q.ANTUM DUO Z combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology for higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 21.5%.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behavior.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID and Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

FRAME FOR VERSATILE MOUNTING OPTIONS
High-tech aluminum alloy frame protects from damage, enables use of a wide range of mounting structures and is certified regarding IEC for high snow (5400 Pa) and wind loads (2400 Pa).

A RELIABLE INVESTMENT
Double glass module design enables extended lifetime with 12-year product warranty and improved 30-year performance warranty[2].

[1] APT test conditions according to IEC / TS 62804-1:2015 method B (–1500 V, 168 h) including post treatment according to IEC 61215-1-1 Ed. 2.0 (CD)
[2] See data sheet on rear for further information.

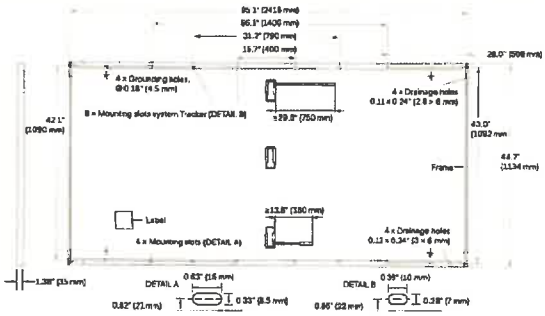
THE IDEAL SOLUTION FOR:
Ground-mounted solar power plants

Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	95.1 in × 44.7 in × 1.38 in (including frame) (2416 mm × 1134 mm × 35 mm)
Weight	75.8 lbs (34.4 kg)
Front Cover	0.08 in (2.0 mm) thermally pre-stressed glass with anti-reflection technology
	0.08 in (2.0 mm) semi-tempered glass
Frame	Anodized aluminum
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
on Box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥29.5 in (750 mm), (–) >13.8 in (350 mm)
	Stäubli MC4-Evo2, Hanwha Q CELLS HQC4, IP68



ELECTRICAL CHARACTERISTICS

POWER CLASS				570		575		580		585	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] AND BSTC[2] (POWER TOLERANCE +5 W / –0 W)											
					BSTC[2]		BSTC[2]		BSTC[2]		BSTC[2]
Minimum	Power at MPP[1]	P_{MPP}	[W]	570	623.5	575	629.0	580	634.4	585	639.9
	Short Circuit Current[1]	I_{SC}	[A]	13.50	14.77	13.52	14.80	13.55	14.83	13.57	14.86
	Open Circuit Voltage[1]	V_{OC}	[V]	53.50	53.69	53.53	53.72	53.56	53.75	53.59	53.78
	Current at MPP	I_{MPP}	[A]	12.83	14.03	12.87	14.09	12.92	14.14	12.97	14.19
	Voltage at MPP	V_{MPP}	[V]	44.44	44.43	44.66	44.65	44.88	44.87	45.10	45.09
	Efficiency[1]	η	[%]	≥20.8	≥22.8	≥21.0	≥23.0	≥21.2	≥23.2	≥21.4	≥23.4

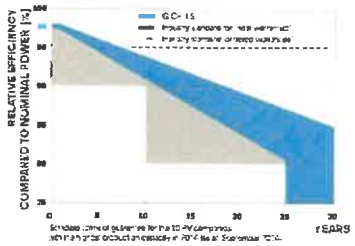
Bifaciality of P_{MPP} and I_{SC} 70% ±5% • Bifaciality given for rear side irradiation on top of STC (front side) • According to IEC 60904-1-2

[1] Measurement tolerances P_{MPP} ±3%; I_{SC}, V_{OC} ±5% at STC: 1000 W/m² + φ × 135 W/m², φ = 70% ±5%, 25±2 °C, AM 1.5 according to IEC 60904-3

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[3]							
Minimum	Power at MPP	P_{MPP}	[W]	429.1	432.9	436.6	440.4
	Short Circuit Current	I_{SC}	[A]	10.87	10.89	10.91	10.93
	Open Circuit Voltage	V_{OC}	[V]	50.60	50.63	50.66	50.68
	Current at MPP	I_{MPP}	[A]	10.09	10.14	10.18	10.22
	Voltage at MPP	V_{MPP}	[V]	42.51	42.71	42.89	43.08

[3] 800 W/m², NMOT, spectrum AM 1.5

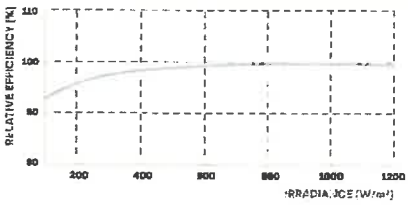
Q CELLS PERFORMANCE WARRANTY



At least 98% of nominal power during first year. Thereafter max. 0.45% degradation per year. At least 94% of nominal power up to 10 years. At least 85% of nominal power up to 30 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²)

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	–0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	–0.34	Nominal Module Operating Temperature	NMOT	[°F]	108±5.4 (42±3 °C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	[V]	1500	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	25	Fire Rating based on ANSI / UL 61730	TYPE 29[4]
Max. Design Load, Push / Pull[3]	[lbs/ft²]	75 (3600 Pa) / 33 (1600 Pa)	Permitted Module Temperature on Continuous Duty	–40 °F up to +185 °F (–40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]	[lbs/ft²]	113 (5400 Pa) / 50 (2400 Pa)		

[3] See Installation Manual

[4] New Type is similar to Type 3 but with metallic frame

QUALIFICATIONS AND CERTIFICATES

UL 61730, CE-compliant,
IEC 61215:2016,
IEC 61730:2016,
U.S. Patent No. 9,893,215
(solar cells)

Note: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS America Inc.
400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL inquiry@us.q-cells.com | WEB www.q-cells.us

Specifications subject to technical changes © Q CELLS Q PEAK DUO XL-G11.3/BFG 570-585 2021-05_Rev01_NA

VOYAGER

Voyager+

Next-generation single-axis tracker providing industry-leading ease of installation, performance, and reliability

Superior Design Flexibility

Easily optimize your system with a ground coverage ratio (GCR) from 30 to 60 percent, 10 degree N/S slope tolerance, and maximum megawatt per acre capacity.

- Maximum MW/acre with minimal grading

Lowest Installed Cost

Voyager has the fastest module installation process in the world and uses about 30% less steel than 1P designs resulting in lower costs and fewer man hours.

- Fastest in industry installation

Yield Enhancement Software

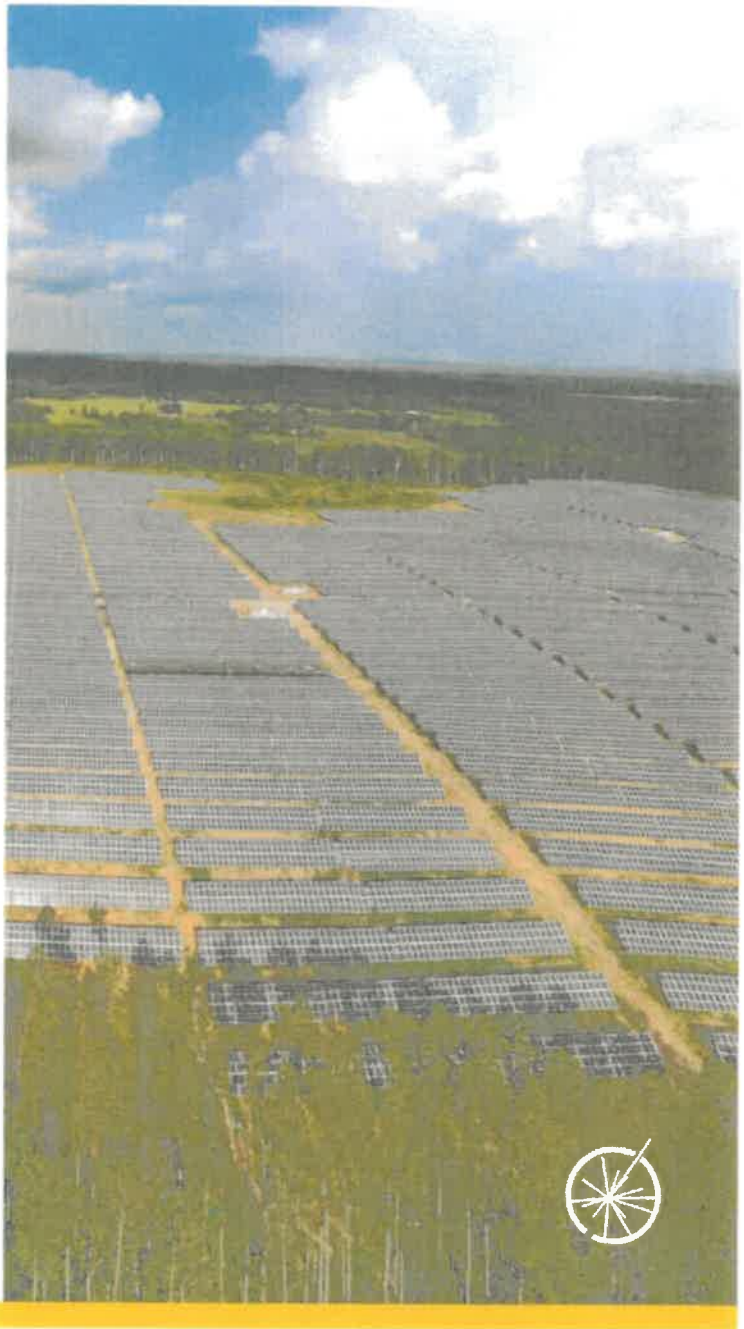
SunFlex software provides industry low backtracking, row shade optimization, and diffuse light tracking that can add up to 2% in total energy output.

- Optimal energy yield for any project

Designed for Reliability

The SunFlex control system supports multi-axis power and communications systems with a leading track system model, and power optimizing. Over the air software updates enable seamless upgrades.

- Minimal maintenance requirements over service life



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Voyager+ Design Specifications

Wind Speed Configurations	Up to 120mph
Module Architecture	2 modules in portrait orientation
Modules Supported	All Large frame, Mono,Poly,Bifacial
Module Attachment	6 mechanical fasteners per module
String Architecture	1500V systems; 4 strings per row, up to 30 modules per string, 1000V Systems; 6 strings per row up to 20 modules per string
Power	Two 60W Power Modules Onboard Lithium-ion Battery; 24V DC self powered drive system with up to 3-day battery backup
Drive Type	70kN, 100 kN Slew Drives
Posts per Row (typical)	7 posts per row (1 drive, 6 typical)
Post Size	W6 and W8 Compatible
Post Type	Driven (primary) w/ alternative foundation options available
Operating Range of Motion	+/- 52° (60° optional)
Stow Conditions	Wind Stow (0°), Snow Stow (40°), Flood Stow (0°), Hail Stow (50°)
Backtracking	Individual Row Level (standard) Terrain-Based Backtracking (included with SunPath)
Diffuse Light Capture	Included with SunPath
Ground Clearance	300mm (minimum)
Ground Coverage	20-60% GCR supported
Slope Tolerances	10° (17.5%) – North-South Unlimited – East-West
Snow Load	0psf - 60psf (Higher available upon request)
Operating Temperature	0°C to 60°C (-20°C to 60°C with Cold Weather Package)
Sensor Package	Wind, Snow, Flood
Communication Architecture	Wireless Zigbee Mesh Network Row to Row; One Zone Controller for up to 99 rows. Connection to SCADA/DAS through Modbus TCP/IP interface
Special Installation Tools	None
Certifications	UL 2703, 3703 and IEC EC 62817 (pending)
Warranty	5 yr drive and control + 10 yr structure Additional warranty options available.

FTC SOLAR

FTC Solar integrates engineering, software, and lean construction to lower installation costs and deploy reliable solar tracking solutions to advanced projects around the world.

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Europe, Africa, India
Middle East & North Africa
Australia
Asia

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ftcsolar.com/quote

January 25, 2023

SMA America, LLC
6020 West Oaks Blvd, Ste 300
Rocklin, CA 95765-3714
Tel.: +1 916 625 0870
Fax: +1 916 625 0871

To whom it may concern

RE: Nexamp Solar Project
SC2660-UP-US – Inverter Power Limiting

Dear Sir/Madam,

This letter is to confirm that **(2) SMA Sunny Central 2660-UP-US** inverters will be output power limited to meet grid requirements. For this project, the output power of the inverters will be limited to **2495** kVA and **2495** kVA, respectively. The output power limit is only accessible by SMA Service after commissioning.

SMA will submit a letter to the customer stating the inverter power limit by inverter serial number as documented proof that the power limit has been completed. A secondary label will be installed near the inverter label indicating the unit is power limited.

Sincerely,

Ryan J. LeBlanc
Principal Applications Engineer
SMA America, LLC
Rocklin, CA

BYD - MC Cube

MC10C-B5365-U-R4M01
MC10C-B4659-U-R2M01

System Features

High Energy Density

- Compact mechanical design, minimized footprint

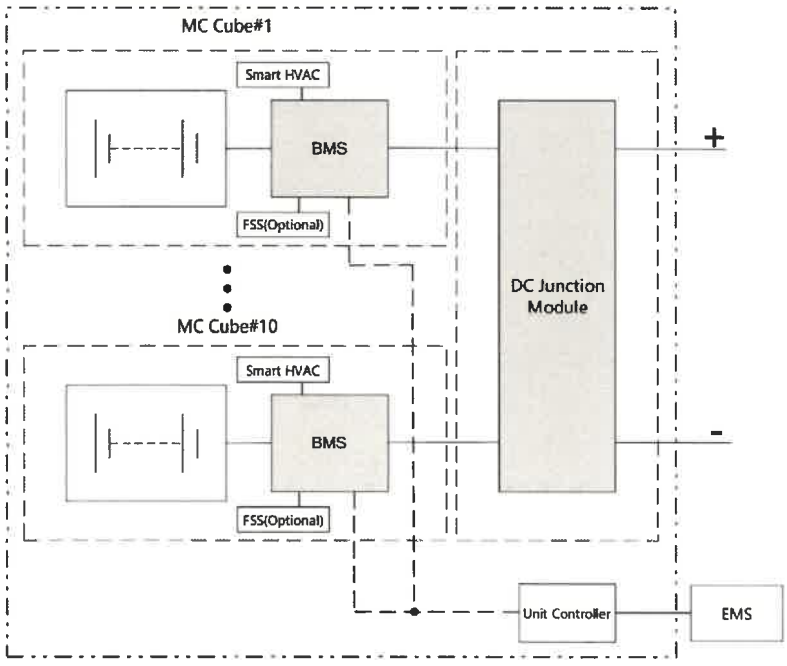
Safe & Long Lifecycle

- High efficient system with safe and long lifecycle LFP battery

Highly Integrated

- Highly integrated system to allow flexible transportation and on-site installation
- ALL IN ONE design, integrated local controller, HVAC and FSS to ensure system safety

Circuit Diagram



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System Parameter

System Type	MC10C-B5365-U-R4M01	MC10C-B4659-U-R2M01
DC Data		
Cell type	LFP	LFP
Pack type	1P416S	1P416S
System configuration	10 × 1P416S	10 × 1P416S
Battery capacity (BOL)	5365kWh	4659kWh
DC usable energy (BOL)@FAT	5099kWh	4428kWh
DC usable energy (BOL)@SAT	4946kWh	4295kWh
Battery voltage range	1081.6 ~ 1497.6	1081.6 ~ 1497.6
Nominal power	1236kW	2147kW
General Data		
Dimensions (W×D×H)	6058×2438×2896mm	6058×2438×2896mm
Weight	~41035kg	~41385kg
IP rating	IP55	IP55
Ambient operating temperature range	-30℃ ~ +55℃【1】	-30℃ ~ +55℃【1】
Relative humidity	5% ~ 100%	5% ~ 100%
Max. working altitude	＜2000m【2】	＜2000m【2】
Cooling concept	Smart air cooling	Liquid cooling
Noise	≤75dBA	≤75dBA
Fire suppression system	With fire alarm system	With fire alarm system
Auxiliary power interface	AC480V/60Hz, 3P4W	AC480V/60Hz, 3P4W
Auxiliary system peak power requirement @45℃, PF0.8	39kVA	76kVA
Communication interfaces	Ethernet	Ethernet
Communication protocols	Modbus TCP/IP	Modbus TCP/IP
Standard color	RAL 9003	RAL 9003
Compliance	UL1973, NFPA69, NFPA72, NFPA855, CFC UN3536, UL9540A, UL9540	

Note.

【1】Power derating is performed when the ambient temperature is below -15℃ or above +45℃.

【2】Power derating is performed when the altitude is between 2000-3000m.

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V1.2.2023.01.05

FORGESOLAR GLARE ANALYSIS

Project: **Corneils Road Solar**
Site configuration: **Corneils Road Solar West**

Created 14 Dec, 2023
Updated 14 Dec, 2023
Time-step 1 minute
Timezone offset UTC-6
Minimum sun altitude 0.0 deg
DNI peaks at 1,000.0 W/m^2
Category 500 kW to 1 MW
(1,000 kW / 8 acre limit)
Site ID 107945.18727

Ocular transmission coefficient 0.5
Pupil diameter 0.002 m
Eye focal length 0.017 m
Sun subtended angle 9.3 mrad
PV analysis methodology V2

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 1	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 2	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 3	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

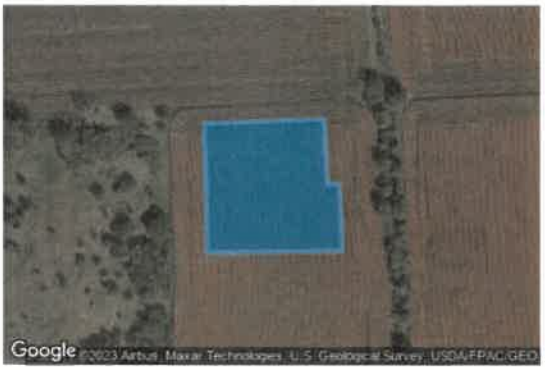
Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

Component Data

PV Arrays

Name: PV array 1
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.698112	-88.462591	640.42	10.04	650.46
2	41.697251	-88.462564	640.43	10.04	650.47
3	41.697265	-88.461349	640.51	10.04	650.55
4	41.697712	-88.461373	640.32	10.04	650.36
5	41.697708	-88.461481	640.39	10.04	650.43
6	41.698143	-88.461513	640.32	10.04	650.36

Name: PV array 2
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.697050	-88.462532	640.57	10.04	650.61
2	41.697070	-88.461363	640.64	10.04	650.68
3	41.696014	-88.461357	642.41	10.04	652.45
4	41.696008	-88.462634	642.23	10.04	652.27
5	41.696505	-88.462657	642.73	10.04	652.77
6	41.696513	-88.462524	642.57	10.04	652.61

Name: PV array 3
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.695756	-88.462768	641.09	10.04	651.13
2	41.695778	-88.461617	642.84	10.04	652.88
3	41.695347	-88.461580	641.04	10.04	651.08
4	41.695343	-88.461354	640.67	10.04	650.71
5	41.694875	-88.461352	638.75	10.04	648.79
6	41.694853	-88.462739	640.64	10.04	650.68

Route Receptors

Name: Car Route 1
Path type: Two-way
Observer view angle: 50.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.709861	-88.468127	667.15	3.00	670.15
2	41.698350	-88.467891	668.07	3.00	671.07
3	41.698118	-88.467977	667.97	3.00	670.97
4	41.698062	-88.468277	667.49	3.00	670.49
5	41.697966	-88.472408	668.17	3.00	671.17
6	41.697870	-88.472708	667.15	3.00	670.15
7	41.690651	-88.472515	657.85	3.00	660.85

Name: Car Route 2
Path type: Two-way
Observer view angle: 50.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.690595	-88.472520	658.17	3.00	661.17
2	41.690599	-88.472247	657.21	3.00	660.21
3	41.690167	-88.463025	643.19	3.00	646.19
4	41.690255	-88.462687	643.99	3.00	646.99
5	41.690451	-88.462451	644.82	3.00	647.82
6	41.690808	-88.462049	649.60	3.00	652.60
7	41.690904	-88.461883	650.84	3.00	653.84
8	41.690996	-88.461571	649.94	3.00	652.94
9	41.691008	-88.461287	649.69	3.00	652.69
10	41.691403	-88.448216	644.51	3.00	647.51

Name: Car Route 3
Path type: Two-way
Observer view angle: 50.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.709946	-88.468102	667.93	3.00	670.93
2	41.705357	-88.446537	649.81	3.00	652.81

Name: Truck Route 4
Path type: Two-way
Observer view angle: 50.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.691475	-88.448178	644.38	7.00	651.38
2	41.699646	-88.448402	649.71	7.00	656.71
3	41.701664	-88.448423	650.90	7.00	657.90
4	41.702217	-88.448338	651.24	7.00	658.24
5	41.702778	-88.448187	651.57	7.00	658.57
6	41.703443	-88.447876	651.47	7.00	658.47
7	41.704189	-88.447433	652.14	7.00	659.14
8	41.704982	-88.446736	650.85	7.00	657.85
9	41.705358	-88.446382	650.38	7.00	657.38

Discrete Observation Point Receptors

Name	ID	Latitude (°)	Longitude (°)	Elevation (ft)	Height (ft)
OP 1	1	41.698902	-88.467401	672.39	6.00
OP 2	2	41.698894	-88.467460	672.48	20.00
OP 3	3	41.690580	-88.464952	650.88	6.00
OP 4	4	41.690568	-88.464987	651.34	20.00
OP 5	5	41.690582	-88.465628	655.57	6.00
OP 6	6	41.690570	-88.465668	655.61	20.00
OP 7	7	41.690604	-88.466325	656.48	6.00
OP 8	8	41.690592	-88.466392	656.40	20.00
OP 9	9	41.690889	-88.465676	651.98	6.00
OP 10	10	41.690899	-88.465719	651.93	20.00
OP 11	11	41.690722	-88.463015	642.75	6.00
OP 12	12	41.690738	-88.463117	642.89	20.00
OP 13	13	41.691892	-88.461106	646.20	6.00
OP 14	14	41.691904	-88.461175	646.08	20.00
OP 15	15	41.691392	-88.457917	648.18	6.00
OP 16	16	41.691386	-88.457952	648.06	20.00
OP 17	17	41.691398	-88.458070	648.18	6.00
OP 18	18	41.691394	-88.458111	648.04	20.00
OP 19	19	41.706754	-88.454692	661.58	6.00
OP 20	20	41.706770	-88.454746	661.72	20.00

Obstruction Components

Name: Barn Obstruction 5
Top height: 32.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691136	-88.465766	649.94
2	41.691124	-88.465444	649.27

Name: Barn Obstruction 6
Top height: 32.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691242	-88.464937	646.57
2	41.690980	-88.464935	646.34

Name: Barn Obstruction 8
Top height: 32.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691124	-88.466214	652.64
2	41.691130	-88.466455	651.88

Name: Obstruction 1
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698178	-88.462982	641.48
2	41.696119	-88.462939	644.23
3	41.695791	-88.463164	643.06
4	41.695486	-88.463765	650.48

Name: Obstruction 10
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.697034	-88.454142	643.01
2	41.694855	-88.456459	643.74
3	41.693028	-88.460085	635.75
4	41.692772	-88.461673	634.97
5	41.692196	-88.462543	635.46
6	41.691716	-88.462961	634.97

Name: Obstruction 10
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698761	-88.467076	668.81
2	41.698733	-88.466762	668.00
3	41.698935	-88.466842	670.50
4	41.699188	-88.467078	668.51
5	41.699186	-88.467661	670.57
6	41.699034	-88.467856	671.02
7	41.698837	-88.467830	669.28
8	41.698757	-88.467639	668.90
9	41.698761	-88.467416	670.85

Name: Obstruction 3
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698351	-88.460955	636.43
2	41.697526	-88.460869	636.26
3	41.696549	-88.460794	635.68
4	41.695244	-88.460919	635.98
5	41.693778	-88.461110	636.08
6	41.692934	-88.461295	636.43

Name: Obstruction 4
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690736	-88.464697	644.31
2	41.690782	-88.465123	650.02
3	41.690704	-88.465231	651.74

Name: Obstruction 7
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690864	-88.465415	650.94
2	41.690938	-88.465560	650.39

Name: Obstruction 9
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690730	-88.465667	653.88
2	41.690912	-88.466115	653.05

Glare Analysis Results

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 1	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 2	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 3	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV: PV array 1 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 1 and Route: Car Route 1

No glare found

PV array 1 and Route: Car Route 2

No glare found

PV array 1 and Route: Car Route 3

No glare found

PV array 1 and Route: Truck Route 4

No glare found

PV array 1 and OP 1

No glare found

PV array 1 and OP 2

No glare found

PV array 1 and OP 3

No glare found

PV array 1 and OP 4

No glare found

PV array 1 and OP 5

No glare found

PV array 1 and OP 6

No glare found

PV array 1 and OP 7

No glare found

PV array 1 and OP 8

No glare found

PV array 1 and OP 9

No glare found

PV array 1 and OP 10

No glare found

PV array 1 and OP 11

No glare found

PV array 1 and OP 12

No glare found

PV array 1 and OP 13

No glare found

PV array 1 and OP 14

No glare found

PV array 1 and OP 15

No glare found

PV array 1 and OP 16

No glare found

PV array 1 and OP 17

No glare found

PV array 1 and OP 18

No glare found

PV array 1 and OP 19

No glare found

PV array 1 and OP 20

No glare found

PV: PV array 2 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 2 and Route: Car Route 1

No glare found

PV array 2 and Route: Car Route 2

No glare found

PV array 2 and Route: Car Route 3

No glare found

PV array 2 and Route: Truck Route 4

No glare found

PV array 2 and OP 1

No glare found

PV array 2 and OP 2

No glare found

PV array 2 and OP 3

No glare found

PV array 2 and OP 4

No glare found

PV array 2 and OP 5

No glare found

PV array 2 and OP 6

No glare found

PV array 2 and OP 7

No glare found

PV array 2 and OP 8

No glare found

PV array 2 and OP 9

No glare found

PV array 2 and OP 10

No glare found

PV array 2 and OP 11

No glare found

PV array 2 and OP 12

No glare found

PV array 2 and OP 13

No glare found

PV array 2 and OP 14

No glare found

PV array 2 and OP 15

No glare found

PV array 2 and OP 16

No glare found

PV array 2 and OP 17

No glare found

PV array 2 and OP 18

No glare found

PV array 2 and OP 19

No glare found

PV array 2 and OP 20

No glare found

PV: PV array 3 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 3 and Route: Car Route 1

No glare found

PV array 3 and Route: Car Route 2

No glare found

PV array 3 and Route: Car Route 3

No glare found

PV array 3 and Route: Truck Route 4

No glare found

PV array 3 and OP 1

No glare found

PV array 3 and OP 2

No glare found

PV array 3 and OP 3

No glare found

PV array 3 and OP 4

No glare found

PV array 3 and OP 5

No glare found

PV array 3 and OP 6

No glare found

PV array 3 and OP 7

No glare found

PV array 3 and OP 8

No glare found

PV array 3 and OP 9

No glare found

PV array 3 and OP 10

No glare found

PV array 3 and OP 11

No glare found

PV array 3 and OP 12

No glare found

PV array 3 and OP 13

No glare found

PV array 3 and OP 14

No glare found

PV array 3 and OP 15

No glare found

PV array 3 and OP 16

No glare found

PV array 3 and OP 17

No glare found

PV array 3 and OP 18

No glare found

PV array 3 and OP 19

No glare found

PV array 3 and OP 20

No glare found

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
The algorithm does not rigorously represent the detailed geometry of a system; detailed features such as gaps between modules, variable height of the PV array, and support structures may impact actual glare results. However, we have validated our models against several systems, including a PV array causing glare to the air-traffic control tower at Manchester-Boston Regional Airport and several sites in Albuquerque, and the tool accurately predicted the occurrence and intensity of glare at different times and days of the year.
Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare. This primarily affects V1 analyses of path receptors.
Random number computations are utilized by various steps of the annual hazard analysis algorithm. Predicted minutes of glare can vary between runs as a result. This limitation primarily affects analyses of Observation Point receptors, including ATCTs. Note that the SGHAT/ ForgeSolar methodology has always relied on an analytical, qualitative approach to accurately determine the overall hazard (i.e. green vs. yellow) of expected glare on an annual basis.
The analysis does not automatically consider obstacles (either man-made or natural) between the observation points and the prescribed solar installation that may obstruct observed glare, such as trees, hills, buildings, etc.
The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
The variable direct normal irradiance (DNI) feature (if selected) scales the user-prescribed peak DNI using a typical clear-day irradiance profile. This profile has a lower DNI in the mornings and evenings and a maximum at solar noon. The scaling uses a clear-day irradiance profile based on a normalized time relative to sunrise, solar noon, and sunset, which are prescribed by a sun-position algorithm and the latitude and longitude obtained from Google maps. The actual DNI on any given day can be affected by cloud cover, atmospheric attenuation, and other environmental factors.
The ocular hazard predicted by the tool depends on a number of environmental, optical, and human factors, which can be uncertain. We provide input fields and typical ranges of values for these factors so that the user can vary these parameters to see if they have an impact on the results. The speed of SGHAT allows expedited sensitivity and parametric analyses.
The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.
Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
Refer to the Help page at **www.forgesolar.com/help/** for assumptions and limitations not listed here.

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

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FORGESOLAR GLARE ANALYSIS

Project: **Corneils Road Solar**
Site configuration: **Corneils Road Solar NE**

Created 14 Dec, 2023
Updated 14 Dec, 2023
Time-step 1 minute
Timezone offset UTC-6
Minimum sun altitude 0.0 deg
DNI peaks at 1,000.0 W/m^2
Category 500 kW to 1 MW
(1,000 kW / 8 acre limit)
Site ID 107946.18727

Ocular transmission coefficient 0.5
Pupil diameter 0.002 m
Eye focal length 0.017 m
Sun subtended angle 9.3 mrad
PV analysis methodology V2

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 4	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 5	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

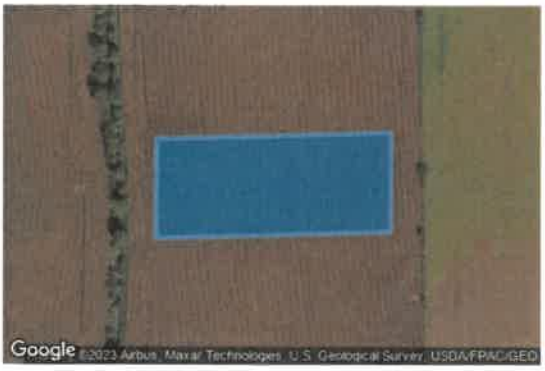
Component Data

PV Arrays

Name: PV array 4
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.698174	-88.460490	640.64	10.04	650.68
2	41.697277	-88.460474	642.30	10.04	652.34
3	41.697329	-88.458372	640.85	10.04	650.89
4	41.698254	-88.458409	641.69	10.04	651.73

Name: PV array 5
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.697247	-88.460473	642.33	10.04	652.37
2	41.696584	-88.460487	641.92	10.04	651.96
3	41.696628	-88.458373	641.27	10.04	651.31
4	41.697289	-88.458371	640.80	10.04	650.84

Route Receptors

Name: Car Route 1
Path type: Two-way
Observer view angle: 50.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.709861	-88.468127	667.15	3.00	670.15
2	41.698350	-88.467891	668.07	3.00	671.07
3	41.698118	-88.467977	667.97	3.00	670.97
4	41.698062	-88.468277	667.49	3.00	670.49
5	41.697966	-88.472408	668.17	3.00	671.17
6	41.697870	-88.472708	667.15	3.00	670.15
7	41.690651	-88.472515	657.85	3.00	660.85

Name: Car Route 2
Path type: Two-way
Observer view angle: 50.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.690595	-88.472520	658.17	3.00	661.17
2	41.690599	-88.472247	657.21	3.00	660.21
3	41.690167	-88.463025	643.19	3.00	646.19
4	41.690255	-88.462687	643.99	3.00	646.99
5	41.690451	-88.462451	644.82	3.00	647.82
6	41.690808	-88.462049	649.60	3.00	652.60
7	41.690904	-88.461883	650.84	3.00	653.84
8	41.690996	-88.461571	649.94	3.00	652.94
9	41.691008	-88.461287	649.69	3.00	652.69
10	41.691403	-88.448216	644.51	3.00	647.51

Name: Car Route 3
Path type: Two-way
Observer view angle: 50.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.709946	-88.468102	667.93	3.00	670.93
2	41.705357	-88.446537	649.81	3.00	652.81

Name: Truck Route 4
Path type: Two-way
Observer view angle: 50.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.691475	-88.448178	644.38	7.00	651.38
2	41.699646	-88.448402	649.71	7.00	656.71
3	41.701664	-88.448423	650.90	7.00	657.90
4	41.702217	-88.448338	651.24	7.00	658.24
5	41.702778	-88.448187	651.57	7.00	658.57
6	41.703443	-88.447876	651.47	7.00	658.47
7	41.704189	-88.447433	652.14	7.00	659.14
8	41.704982	-88.446736	650.85	7.00	657.85
9	41.705358	-88.446382	650.38	7.00	657.38

Discrete Observation Point Receptors

Name	ID	Latitude (°)	Longitude (°)	Elevation (ft)	Height (ft)
OP 1	1	41.698902	-88.467401	672.39	6.00
OP 2	2	41.698894	-88.467460	672.48	20.00
OP 3	3	41.690580	-88.464952	650.88	6.00
OP 4	4	41.690568	-88.464987	651.34	20.00
OP 5	5	41.690582	-88.465628	655.57	6.00
OP 6	6	41.690570	-88.465668	655.61	20.00
OP 7	7	41.690604	-88.466325	656.48	6.00
OP 8	8	41.690592	-88.466392	656.40	20.00
OP 9	9	41.690889	-88.465676	651.98	6.00
OP 10	10	41.690899	-88.465719	651.93	20.00
OP 11	11	41.690722	-88.463015	642.75	6.00
OP 12	12	41.690738	-88.463117	642.89	20.00
OP 13	13	41.691892	-88.461106	646.20	6.00
OP 14	14	41.691904	-88.461175	646.08	20.00
OP 15	15	41.691392	-88.457917	648.18	6.00
OP 16	16	41.691386	-88.457952	648.06	20.00
OP 17	17	41.691398	-88.458070	648.18	6.00
OP 18	18	41.691394	-88.458111	648.04	20.00
OP 19	19	41.706754	-88.454692	661.58	6.00
OP 20	20	41.706770	-88.454746	661.72	20.00

Obstruction Components

Name: Barn Obstruction 5
Top height: 32.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691136	-88.465766	649.94
2	41.691124	-88.465444	649.27

Name: Barn Obstruction 6
Top height: 32.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691242	-88.464937	646.57
2	41.690980	-88.464935	646.34

Name: Barn Obstruction 8
Top height: 32.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691124	-88.466214	652.64
2	41.691130	-88.466455	651.88

Name: Obstruction 1
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698178	-88.462982	641.48
2	41.696119	-88.462939	644.23
3	41.695791	-88.463164	643.06
4	41.695486	-88.463765	650.48

Name: Obstruction 10
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698761	-88.467076	668.81
2	41.698733	-88.466762	668.00
3	41.698935	-88.466842	670.50
4	41.699188	-88.467078	668.51
5	41.699186	-88.467661	670.57
6	41.699034	-88.467856	671.02
7	41.698837	-88.467830	669.28
8	41.698757	-88.467639	668.90
9	41.698761	-88.467416	670.85

Name: Obstruction 10
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.697034	-88.454142	643.01
2	41.694855	-88.456459	643.74
3	41.693028	-88.460085	635.75
4	41.692772	-88.461673	634.97
5	41.692196	-88.462543	635.46
6	41.691716	-88.462961	634.97

Name: Obstruction 3
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698351	-88.460955	636.43
2	41.697526	-88.460869	636.26
3	41.696549	-88.460794	635.68
4	41.695244	-88.460919	635.98
5	41.693778	-88.461110	636.08
6	41.692934	-88.461295	636.43

Name: Obstruction 4
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690736	-88.464697	644.31
2	41.690782	-88.465123	650.02
3	41.690704	-88.465231	651.74

Name: Obstruction 7
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690864	-88.465415	650.94
2	41.690938	-88.465560	650.39

Name: Obstruction 9
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690730	-88.465667	653.88
2	41.690912	-88.466115	653.05

Glare Analysis Results

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 4	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 5	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor: may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV: PV array 4 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 4 and Route: Car Route 1

No glare found

PV array 4 and Route: Car Route 2

No glare found

PV array 4 and Route: Car Route 3

No glare found

PV array 4 and Route: Truck Route 4

No glare found

PV array 4 and OP 1

No glare found

PV array 4 and OP 2

No glare found

PV array 4 and OP 3

No glare found

PV array 4 and OP 4

No glare found

PV array 4 and OP 5

No glare found

PV array 4 and OP 6

No glare found

PV array 4 and OP 7

No glare found

PV array 4 and OP 8

No glare found

PV array 4 and OP 9

No glare found

PV array 4 and OP 10

No glare found

PV array 4 and OP 11

No glare found

PV array 4 and OP 12

No glare found

PV array 4 and OP 13

No glare found

PV array 4 and OP 14

No glare found

PV array 4 and OP 15

No glare found

PV array 4 and OP 16

No glare found

PV array 4 and OP 17

No glare found

PV array 4 and OP 18

No glare found

PV array 4 and OP 19

No glare found

PV array 4 and OP 20

No glare found

PV: PV array 5 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 5 and Route: Car Route 1

No glare found

PV array 5 and Route: Car Route 2

No glare found

PV array 5 and Route: Car Route 3

No glare found

PV array 5 and Route: Truck Route 4

No glare found

PV array 5 and OP 1

No glare found

PV array 5 and OP 2

No glare found

PV array 5 and OP 3

No glare found

PV array 5 and OP 4

No glare found

PV array 5 and OP 5

No glare found

PV array 5 and OP 6

No glare found

PV array 5 and OP 7

No glare found

PV array 5 and OP 8

No glare found

PV array 5 and OP 9

No glare found

PV array 5 and OP 10

No glare found

PV array 5 and OP 11

No glare found

PV array 5 and OP 12

No glare found

PV array 5 and OP 13

No glare found

PV array 5 and OP 14

No glare found

PV array 5 and OP 15

No glare found

PV array 5 and OP 16

No glare found

PV array 5 and OP 17

No glare found

PV array 5 and OP 18

No glare found

PV array 5 and OP 19

No glare found

PV array 5 and OP 20

No glare found

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
The algorithm does not rigorously represent the detailed geometry of a system; detailed features such as gaps between modules, variable height of the PV array, and support structures may impact actual glare results. However, we have validated our models against several systems, including a PV array causing glare to the air-traffic control tower at Manchester-Boston Regional Airport and several sites in Albuquerque, and the tool accurately predicted the occurrence and intensity of glare at different times and days of the year.
Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare. This primarily affects V1 analyses of path receptors.
Random number computations are utilized by various steps of the annual hazard analysis algorithm. Predicted minutes of glare can vary between runs as a result. This limitation primarily affects analyses of Observation Point receptors, including ATCTs. Note that the SGHAT/ ForgeSolar methodology has always relied on an analytical, qualitative approach to accurately determine the overall hazard (i.e. green vs. yellow) of expected glare on an annual basis.
The analysis does not automatically consider obstacles (either man-made or natural) between the observation points and the prescribed solar installation that may obstruct observed glare, such as trees, hills, buildings, etc.
The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
The variable direct normal irradiance (DNI) feature (if selected) scales the user-prescribed peak DNI using a typical clear-day irradiance profile. This profile has a lower DNI in the mornings and evenings and a maximum at solar noon. The scaling uses a clear-day irradiance profile based on a normalized time relative to sunrise, solar noon, and sunset, which are prescribed by a sun-position algorithm and the latitude and longitude obtained from Google maps. The actual DNI on any given day can be affected by cloud cover, atmospheric attenuation, and other environmental factors.
The ocular hazard predicted by the tool depends on a number of environmental, optical, and human factors, which can be uncertain. We provide input fields and typical ranges of values for these factors so that the user can vary these parameters to see if they have an impact on the results. The speed of SGHAT allows expedited sensitivity and parametric analyses.
The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.
Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
Refer to the Help page at **www.forgesolar.com/help/** for assumptions and limitations not listed here.

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

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FORGESOLAR GLARE ANALYSIS

Project: **Corneils Road Solar**
Site configuration: **Corneils Road Solar SE-temp-0**

Created 14 Dec, 2023
Updated 14 Dec, 2023
Time-step 1 minute
Timezone offset UTC-6
Minimum sun altitude 0.0 deg
DNI peaks at 1,000.0 W/m^2
Category 500 kW to 1 MW
(1,000 kW / 8 acre limit)
Site ID 107947.18727

Ocular transmission coefficient 0.5
Pupil diameter 0.002 m
Eye focal length 0.017 m
Sun subtended angle 9.3 mrad
PV analysis methodology V2

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 4	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 6	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

Component Data

PV Arrays

Name: PV array 4
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.696576	-88.460487	641.92	10.04	651.96
2	41.696628	-88.458362	641.19	10.04	651.23
3	41.695991	-88.458357	642.05	10.04	652.09
4	41.695927	-88.460481	641.18	10.04	651.22

Name: PV array 6
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0°
Max tracking angle: 60.0°
Resting angle: 0.0°
Ground Coverage Ratio: 0.33
Rated power: -
Panel material: Smooth glass with AR coating
Reflectivity: Vary with sun
Slope error: correlate with material

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.695863	-88.460485	641.31	10.04	651.35
2	41.695923	-88.458366	642.31	10.04	652.35
3	41.694921	-88.458334	641.02	10.04	651.06
4	41.694889	-88.460490	640.37	10.04	650.41

Route Receptors

Name: Car Route 1
Path type: Two-way
Observer view angle: 50.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.709861	-88.468127	667.15	3.00	670.15
2	41.698350	-88.467891	668.07	3.00	671.07
3	41.698118	-88.467977	667.97	3.00	670.97
4	41.698062	-88.468277	667.49	3.00	670.49
5	41.697966	-88.472408	668.17	3.00	671.17
6	41.697870	-88.472708	667.15	3.00	670.15
7	41.690651	-88.472515	657.85	3.00	660.85

Name: Car Route 2
Path type: Two-way
Observer view angle: 50.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.690595	-88.472520	658.17	3.00	661.17
2	41.690599	-88.472247	657.21	3.00	660.21
3	41.690167	-88.463025	643.19	3.00	646.19
4	41.690255	-88.462687	643.99	3.00	646.99
5	41.690451	-88.462451	644.82	3.00	647.82
6	41.690808	-88.462049	649.60	3.00	652.60
7	41.690904	-88.461883	650.84	3.00	653.84
8	41.690996	-88.461571	649.94	3.00	652.94
9	41.691008	-88.461287	649.69	3.00	652.69
10	41.691403	-88.448216	644.51	3.00	647.51

Name: Car Route 3
Path type: Two-way
Observer view angle: 50.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.709946	-88.468102	667.93	3.00	670.93
2	41.705357	-88.446537	649.81	3.00	652.81

Name: Truck Route 4
Path type: Two-way
Observer view angle: 50.0°

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.691475	-88.448178	644.38	7.00	651.38
2	41.699646	-88.448402	649.71	7.00	656.71
3	41.701664	-88.448423	650.90	7.00	657.90
4	41.702217	-88.448338	651.24	7.00	658.24
5	41.702778	-88.448187	651.57	7.00	658.57
6	41.703443	-88.447876	651.47	7.00	658.47
7	41.704189	-88.447433	652.14	7.00	659.14
8	41.704982	-88.446736	650.85	7.00	657.85
9	41.705358	-88.446382	650.38	7.00	657.38

Discrete Observation Point Receptors

Name	ID	Latitude (°)	Longitude (°)	Elevation (ft)	Height (ft)
OP 1	1	41.698902	-88.467401	672.39	6.00
OP 2	2	41.698894	-88.467460	672.48	20.00
OP 3	3	41.690580	-88.464952	650.88	6.00
OP 4	4	41.690568	-88.464987	651.34	20.00
OP 5	5	41.690582	-88.465628	655.57	6.00
OP 6	6	41.690570	-88.465668	655.61	20.00
OP 7	7	41.690604	-88.466325	656.48	6.00
OP 8	8	41.690592	-88.466392	656.40	20.00
OP 9	9	41.690889	-88.465676	651.98	6.00
OP 10	10	41.690899	-88.465719	651.93	20.00
OP 11	11	41.690722	-88.463015	642.75	6.00
OP 12	12	41.690738	-88.463117	642.89	20.00
OP 13	13	41.691892	-88.461106	646.20	6.00
OP 14	14	41.691904	-88.461175	646.08	20.00
OP 15	15	41.691392	-88.457917	648.18	6.00
OP 16	16	41.691386	-88.457952	648.06	20.00
OP 17	17	41.691398	-88.458070	648.18	6.00
OP 18	18	41.691394	-88.458111	648.04	20.00
OP 19	19	41.706754	-88.454692	661.58	6.00
OP 20	20	41.706770	-88.454746	661.72	20.00

Obstruction Components

Name: Barn Obstruction 5
Top height: 32.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691136	-88.465766	649.94
2	41.691124	-88.465444	649.27

Name: Barn Obstruction 6
Top height: 32.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691242	-88.464937	646.57
2	41.690980	-88.464935	646.34

Name: Barn Obstruction 8
Top height: 32.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.691124	-88.466214	652.64
2	41.691130	-88.466455	651.88

Name: Obstruction 1
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698178	-88.462982	641.48
2	41.696119	-88.462939	644.23
3	41.695791	-88.463164	643.06
4	41.695486	-88.463765	650.48

Name: Obstruction 10
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698761	-88.467076	668.81
2	41.698733	-88.466762	668.00
3	41.698935	-88.466842	670.50
4	41.699188	-88.467078	668.51
5	41.699186	-88.467661	670.57
6	41.699034	-88.467856	671.02
7	41.698837	-88.467830	669.28
8	41.698757	-88.467639	668.90
9	41.698761	-88.467416	670.85

Name: Obstruction 10
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.697034	-88.454142	643.01
2	41.694855	-88.456459	643.74
3	41.693028	-88.460085	635.75
4	41.692772	-88.461673	634.97
5	41.692196	-88.462543	635.46
6	41.691716	-88.462961	634.97

Name: Obstruction 3
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.698351	-88.460955	636.43
2	41.697526	-88.460869	636.26
3	41.696549	-88.460794	635.68
4	41.695244	-88.460919	635.98
5	41.693778	-88.461110	636.08
6	41.692934	-88.461295	636.43

Name: Obstruction 4
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690736	-88.464697	644.31
2	41.690782	-88.465123	650.02
3	41.690704	-88.465231	651.74

Name: Obstruction 7
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690864	-88.465415	650.94
2	41.690938	-88.465560	650.39

Name: Obstruction 9
Top height: 70.0 ft

Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.690730	-88.465667	653.88
2	41.690912	-88.466115	653.05

Glare Analysis Results

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 4	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 6	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV: PV array 4 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 4 and Route: Car Route 1

No glare found

PV array 4 and Route: Car Route 2

No glare found

PV array 4 and Route: Car Route 3

No glare found

PV array 4 and Route: Truck Route 4

No glare found

PV array 4 and OP 1

No glare found

PV array 4 and OP 2

No glare found

PV array 4 and OP 3

No glare found

PV array 4 and OP 4

No glare found

PV array 4 and OP 5

No glare found

PV array 4 and OP 6

No glare found

PV array 4 and OP 7

No glare found

PV array 4 and OP 8

No glare found

PV array 4 and OP 9

No glare found

PV array 4 and OP 10

No glare found

PV array 4 and OP 11

No glare found

PV array 4 and OP 12

No glare found

PV array 4 and OP 13

No glare found

PV array 4 and OP 14

No glare found

PV array 4 and OP 15

No glare found

PV array 4 and OP 16

No glare found

PV array 4 and OP 17

No glare found

PV array 4 and OP 18

No glare found

PV array 4 and OP 19

No glare found

PV array 4 and OP 20

No glare found

PV: PV array 6 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Car Route 1	0	0.0	0	0.0
Car Route 2	0	0.0	0	0.0
Car Route 3	0	0.0	0	0.0
Truck Route 4	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0
OP 6	0	0.0	0	0.0
OP 7	0	0.0	0	0.0
OP 8	0	0.0	0	0.0
OP 9	0	0.0	0	0.0
OP 10	0	0.0	0	0.0
OP 11	0	0.0	0	0.0
OP 12	0	0.0	0	0.0
OP 13	0	0.0	0	0.0
OP 14	0	0.0	0	0.0
OP 15	0	0.0	0	0.0
OP 16	0	0.0	0	0.0
OP 17	0	0.0	0	0.0
OP 18	0	0.0	0	0.0
OP 19	0	0.0	0	0.0
OP 20	0	0.0	0	0.0

PV array 6 and Route: Car Route 1

No glare found

PV array 6 and Route: Car Route 2

No glare found

PV array 6 and Route: Car Route 3

No glare found

PV array 6 and Route: Truck Route 4

No glare found

PV array 6 and OP 1

No glare found

PV array 6 and OP 2

No glare found

PV array 6 and OP 3

No glare found

PV array 6 and OP 4

No glare found

PV array 6 and OP 5

No glare found

PV array 6 and OP 6

No glare found

PV array 6 and OP 7

No glare found

PV array 6 and OP 8

No glare found

PV array 6 and OP 9

No glare found

PV array 6 and OP 10

No glare found

PV array 6 and OP 11

No glare found

PV array 6 and OP 12

No glare found

PV array 6 and OP 13

No glare found

PV array 6 and OP 14

No glare found

PV array 6 and OP 15

No glare found

PV array 6 and OP 16

No glare found

PV array 6 and OP 17

No glare found

PV array 6 and OP 18

No glare found

PV array 6 and OP 19

No glare found

PV array 6 and OP 20

No glare found

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.
Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
The algorithm does not rigorously represent the detailed geometry of a system; detailed features such as gaps between modules, variable height of the PV array, and support structures may impact actual glare results. However, we have validated our models against several systems, including a PV array causing glare to the air-traffic control tower at Manchester-Boston Regional Airport and several sites in Albuquerque, and the tool accurately predicted the occurrence and intensity of glare at different times and days of the year.
Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare. This primarily affects V1 analyses of path receptors.
Random number computations are utilized by various steps of the annual hazard analysis algorithm. Predicted minutes of glare can vary between runs as a result. This limitation primarily affects analyses of Observation Point receptors, including ATCTs. Note that the SGHAT/ ForgeSolar methodology has always relied on an analytical, qualitative approach to accurately determine the overall hazard (i.e. green vs. yellow) of expected glare on an annual basis.
The analysis does not automatically consider obstacles (either man-made or natural) between the observation points and the prescribed solar installation that may obstruct observed glare, such as trees, hills, buildings, etc.
The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
The variable direct normal irradiance (DNI) feature (if selected) scales the user-prescribed peak DNI using a typical clear-day irradiance profile. This profile has a lower DNI in the mornings and evenings and a maximum at solar noon. The scaling uses a clear-day irradiance profile based on a normalized time relative to sunrise, solar noon, and sunset, which are prescribed by a sun-position algorithm and the latitude and longitude obtained from Google maps. The actual DNI on any given day can be affected by cloud cover, atmospheric attenuation, and other environmental factors.
The ocular hazard predicted by the tool depends on a number of environmental, optical, and human factors, which can be uncertain. We provide input fields and typical ranges of values for these factors so that the user can vary these parameters to see if they have an impact on the results. The speed of SGHAT allows expedited sensitivity and parametric analyses.
The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.
Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
Refer to the Help page at **www.forgesolar.com/help/** for assumptions and limitations not listed here.

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

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Vegetation Management Plan for Solar Sites Utilizing Native Vegetation

Natural Resource Services

35-Year Solar Site Habitat Management

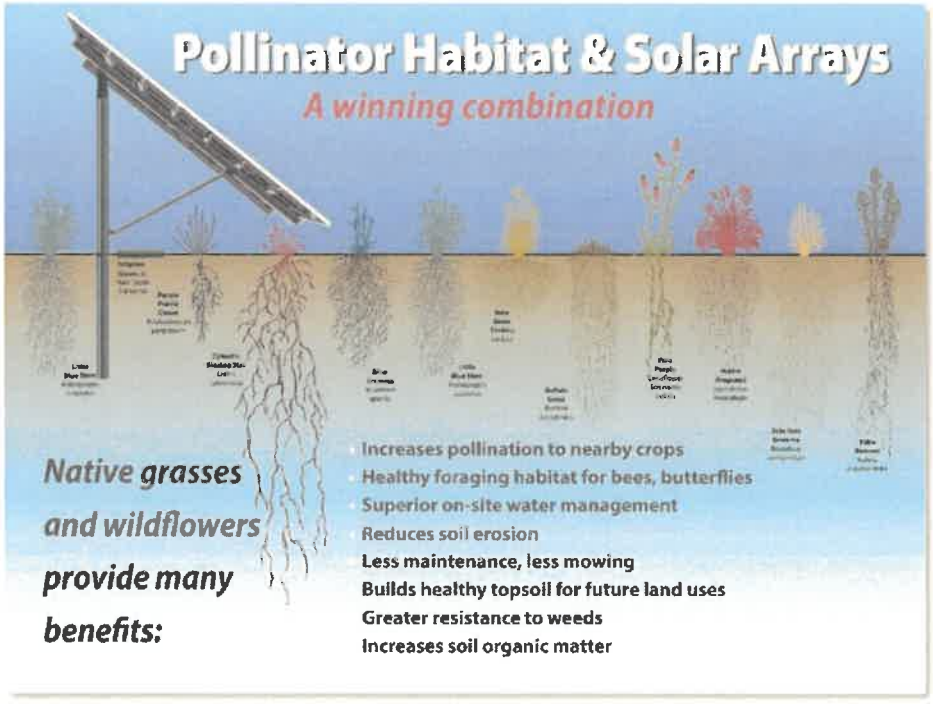
Economical production of power is the foremost goal on solar sites. There is a parallel opportunity to provide critically important native pollinator friendly habitat throughout the array while capitalizing on the long-term low maintenance needs of native vegetation.

Establishing prairies and other native plant communities within the confines of solar sites provides a tremendous opportunity to restore ecosystems that have been severely degraded and eliminated across all areas of the country.

Native plants have profound root systems, many reaching 10 or more feet deep into the soil. Rainwater follows those roots into the ground, helping reduce water runoff and promote the drainage of standing water into the aquafer. Those deep roots also stabilize the soil, preventing erosion from rain and wind. The plants provide seeds for songbirds, cover for game birds and, of course, provide the blossoms and host plants for our beloved butterflies and other nectar loving insects.

Native grasses and forbs will be selected based on their ecological appropriateness to the specific conditions of this site, with consideration to their mature height as to not interfere with panel productivity. These species will not require irrigation, fertilizer or other soil amendments.

The contribution to habitat restoration cannot be overstated given the acreage impacted and lifespan of the project.



Recommended Vegetation Management Procedures

Establishment Phase (growing seasons 1, 2 and 3)

Year 1: Complete site mowings to control annual/biennial weed canopy and prevent production of viable seed.

- 2-3 mowings are typical depending on soils, weather patterns and planting dates.
- Mowing to be done using specialized zero-radius mowers, orchard mowers and/or flail mowers
- Target mowing height of 4-6 inches.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

Year 2: Complete site mowing to control annual/biennial weed canopy and prevent production of viable seed.

- 2 mowings likely in the late spring or early summer.
- Mowing to be done using specialized zero-radius mowers, orchard mowers and/or flail mowers
- Target mowing height of 4-6 inches.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

Integrated Vegetation Management (IVM)

- 1 site visit is typical depending on growth and weed populations.
- Includes spot mowing, spot herbicide application, herbicide wicking, etc.
- Equipment used includes tractor and/or ATV mounted sprayers.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

Year 3: Integrated Vegetation Management (IVM)

- 3 site visits are typical depending on growth and weed populations.
- Includes spot mowing, spot herbicide application, herbicide wicking, etc.
- Equipment used includes tractor and/or ATV mounted sprayers.
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

Development and Maturations Phases (growing seasons 4 through 9, 10 through 34)

Years 4 - 9: Integrated Vegetation Management (IVM)

- Two partial site visits are typical depending on vegetation status
- Includes spot herbicide applications and/or herbicide wicking.
- Equipment used includes tractor and/or ATV mounted sprayers.
- **Includes a complete site mowing once every 3 years to mulch up biomass and recycle nutrients. On years when a mowing occurs, only one IVM visit will be necessary.**
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

Years 10 – 34: Integrated Vegetation Management

- Two partial site visits are typical depending on vegetation status
- Includes spot herbicide applications and/or herbicide wicking.
- Equipment used includes tractor and/or ATV mounted sprayers.
- **Includes a complete site mowing once every 3 years to mulch up biomass and recycle nutrients. On years when a mowing occurs, only one IVM visit will be necessary.**
- Reporting to your designated contact following each visit including a recap of activities, site conditions and recommendations for future management.

Notes:

- The Partial Site Visits referred to in years 4-34 imply that only portions of the site will need treatment. The entire project area will be assessed during these visits.
- For projects located outside of the Upper Midwest, the recommended vegetation management procedures may need to be adjusted.

Monitoring

Consistent monitoring of the project is essential in order to evaluate vegetative establishment, weed presence and possible erosion concerns. This information helps determine which management technique to use, the proper timing of the implementation and whether or not any other remedial action is required.

It is important to note that management activities may need to be implemented in a phased approach based on when a particular area of the site was seeded. This is mainly true on large-scale sites where the initial seeding may take several months. For example, this project may have areas that are newly seeded and other areas that are in their full 1st growing season. Careful management of project will be required to ensure that right management techniques are implemented in the right areas at the right time.

Other Notes on Vegetation Management:

- Establishing a successful native landscape is important but the vegetation also needs to be managed so that the array can function to its full capacity. It is likely, that as the potential vegetation management contractor, we would be responsible for general "weed" control throughout the project site. This would include controlling vegetation along roads, combiner boxes, power panels, etc. These responsibilities would need to be further defined prior to finalizing an agreement.
- Solar crews will mechanically control weed growth underneath the panel. Mowing/trimming around every post is not included and not necessary from a plant community health standpoint.
- On larger scale sites, solar crews will utilize GPS units to ensure complete and consistent coverage.
- After establishment, the site should be mowed once every 3-4 years. This mulching mowing most closely replicates the beneficial aspects of a prescribed burn which cannot be used on a solar site for obvious reasons. These mowings would typically occur during the winter (snow-free) or spring, often before the ground thaws. Depending on the geographic area of the country and the target plant community, mowings may be needed more or less often.
- Additional mowing or trimming may be needed if shading of the panels occurs, either by native or non-native vegetation. As a general rule, this type of mowing, if needed, should be limited to the areas immediately in front of the panel's lower edge. Mowing the entire aisles would entail potentially mowing flowers in bloom which would defeat the purpose of the pollinator planting.

Illinois Department of Agriculture

JB Pritzker, Governor
Jerry Costello II, Director

Bureau of Land and Water Resources
State Fairgrounds • P.O. Box 19281 • Springfield, IL 62794-9281 • 217/782-6297 • TDD 866/287-2999 • Fax 217/557-0993

December 5, 2023

Dear Landowner:

As the landowner across which the Corneils Road Solar, LLC is planning to construct a community scale solar farm and related ±4.99 MW Commercial Solar Energy Facility, that will consist of solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers, the Illinois Department of Agriculture would like to inform you of the following matter.

Effective December 4, 2023, Corneils Road Solar, LLC and the Illinois Department of Agriculture (IDOA) entered into an Agricultural Impact Mitigation Agreement (AIMA) establishing standards and policies that Corneils Road Solar, LLC will follow as it constructs a ±4.99 MW community scale commercial Solar Energy Facility over agricultural land in Kendall County. The enclosed AIMA will provide a high level of protection to such land, but it may not address specific concerns that you may have. Such concerns must be addressed individually in your own easement contract to accomplish your specific goals.

As you review the AIMA, you may identify procedures that you would like to change. Your right to negotiate changes is preserved by Paragraph B. on page one of the AIMA. It states, "Except for Section 17B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities." It is your decision as to whether you discuss the changes you desire with the right-of-way agent that is assigned to you. Of course, you also have the option to seek your own attorney to make sure your interests are protected.

As you consider your personal interests, you may want to include the owner indemnification clause in your individual easement agreement to protect yourself, your family and future heirs against future claims or expenses arising from the commercial solar energy facility's construction, repairs and maintenance. This item is covered in Section 16 of the AIMA. We feel it is best that such issues are left to landowners to address in their individual easement contracts if specific items are of concern.

Please note that although the IDOA has entered the AIMA with the Corneils Road Solar, LLC it does not constitute our endorsement of the project. The AIMA's sole purpose is to provide a high level of protection to landowners and agricultural land that will be impacted by the construction of the Solar Farm.

If you have questions, feel free to contact Jeffrey Evers of my staff at 217-785-5594, the address listed above or agr.aima@illinois.gov.

Sincerely,

Brian Rennecker, Chief
Bureau of Land and Water Resources

Enclosure
BR:JE

cc: Jerry Costello II, IDOA Director
Tess Feagans, IDOA
Bill Bodine, Laura Harmon - IL Farm Bureau
Garrett W. Thalgott – IL Farm Bureau
Kendall Co. Farm Bureau Manager
Kendall Co. Soil and Water Conservation District (SWCD)
Regional Representatives

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Corneils Road Solar, LLC

and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
Kendall County, Illinois

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

Corneils Road Solar, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.99MWac Commercial Solar Energy Facility in Kendall County [GPS Coordinates: 41.6967, -88.46004], which will consist of up to 36 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.

B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.

C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.

E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.

F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.

G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.

H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.

I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.

J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.

K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.

M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment	When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.

B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.

C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:

1. a minimum of 5 feet of top cover where they cross Cropland.
2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or

2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.

G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

C. **Maintaining Surrounding Area Subsurface Drainage**

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. **Re-establishing Subsurface Drainage Within Facility Footprint**

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.

B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.

C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.

B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.

C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.

D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.

B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.

C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.

B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.

C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.

C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.

D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:

1. Solar panels, cells and modules;
2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
9. Debris and litter generated by Deconstruction and Deconstruction crews.

B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.

C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.

D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.

F. Upon Abandonment the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Corneils Road Solar, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Kendall County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

Jerry Costello II

By: Jerry Costello II, Director 4

Clay Nordsieh

By ~~Tess Feagans, General Counsel~~ Clay Nordsieh, Deputy General Counsel

801 E. Sangamon Avenue, 62702
State Fairgrounds, POB 19281 Springfield,
IL 62794-9281

12/4, 2023

Corneils Road Solar, LLC

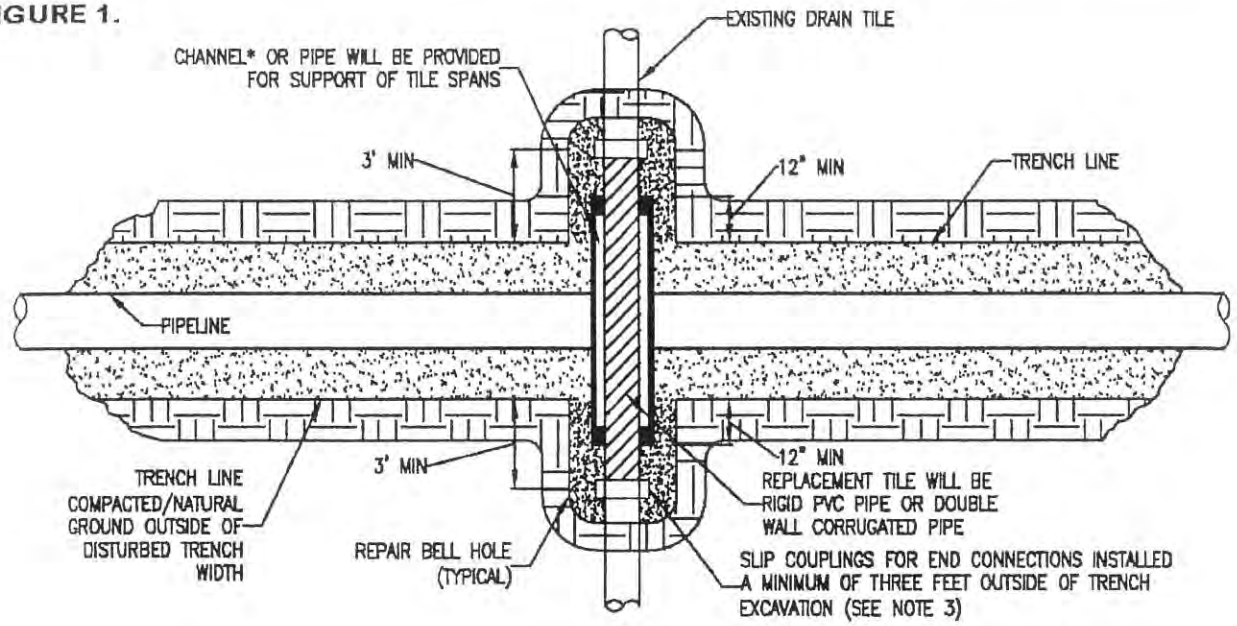
By Matthew Walsh, VP of Business Devel

101 N. Wacker Suite 200
Chicago, IL 60606

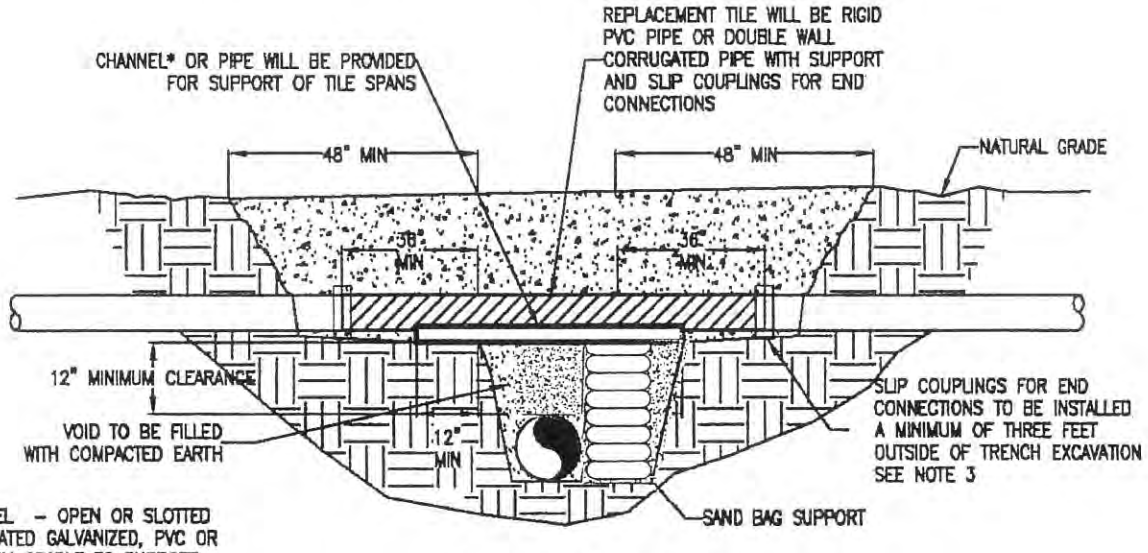
Address

November 22, 2023

FIGURE 1.



PLAN
N.T.S.



*CHANNEL – OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

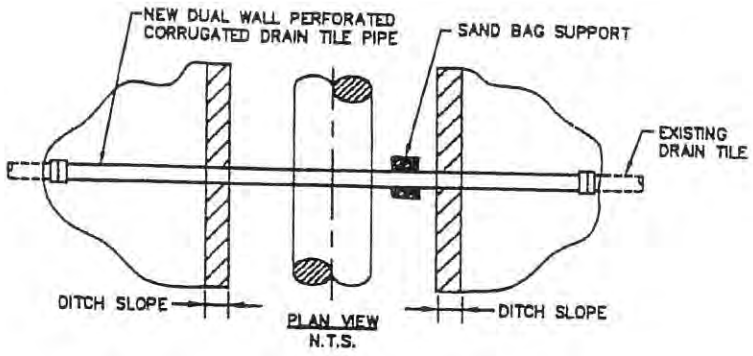
CROSS SECTION
N.T.S.

NOTE:

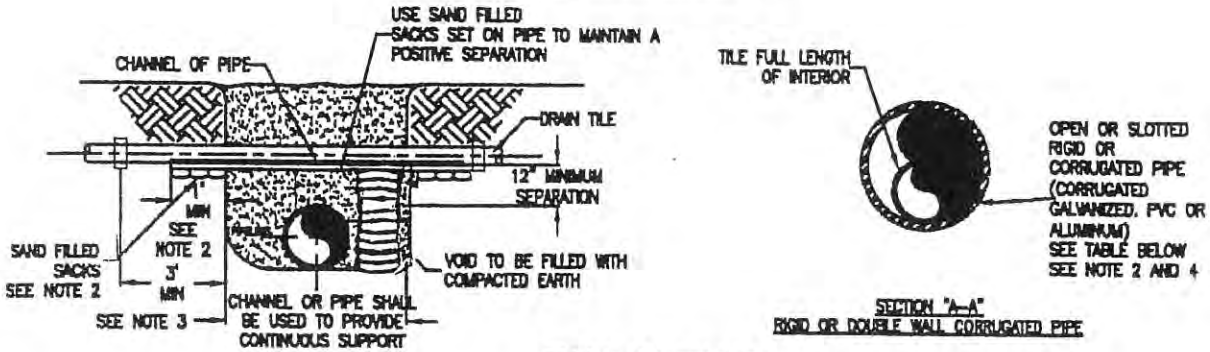
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



PLAN VIEW



END VIEWS

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4"-5"	5" @ 6.7 #/ft	6"	STD. WT.
6"-9"	7" @ 9.8 #/ft	9"-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

OPTION AND GROUND LEASE

This Option and Ground Lease (the "Lease") is made and entered into as of 26th, 2022 (the "Option Effective Date") by and between **Gary Bennett and Betty Bennett**, (the "Landlord"), and **Nexamp Solar, LLC**, a Delaware limited liability company (the "Tenant") (each a "Party" and together, the "Parties").

WHEREAS, Landlord owns the real property located at 10791 Corneils Rd, Plano, Kendall County, Illinois, as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Landlord is willing to lease all or a portion of the Property (the Lease Area, as defined below) to Tenant, and Tenant is willing to lease the Lease Area from Landlord, for the Permitted Use (defined below).

Exhibits:

A: Property Description
B: Lease Area and Easement Descriptions
C: Existing Encumbrances
D: Memorandum of Option and Ground Lease

NOW THEREFORE, in consideration of the obligations and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms within this Lease shall have the meanings as set forth herein and in the Glossary of Terms, attached hereto and incorporated herein.

SECTION 2. OPTION TO LEASE.

(a) Grant. Landlord hereby grants to Tenant the exclusive right and option (the "Option") to lease, in accordance with the terms and conditions set forth herein, the Lease Area, and to acquire associated easements, as more specifically described in Exhibit B attached hereto, in order to install, operate and maintain the Facility thereon.

(b) Option Period. The Option Period shall begin on the Option Effective Date and will terminate at 11:59 p.m. on the last day of the sixtieth (60^{th}) month after the Option Effective Date (the "Option Period").

(c) Option Payment. During the Option Period, Tenant shall pay One Thousand Dollars ($1,000.00) annually to Landlord, with the first payment made upon signing this Agreement and subsequent payments made on or before each anniversary of the Option Effective Date.

(d) Exercising the Option. Tenant may exercise the Option in one of two ways: (i) If Tenant does not terminate the Option within the Option Period, the Option shall automatically be exercised at 11:58 p.m. on the last day of the Option Period; or (ii) Tenant may exercise the Option

at any time during the Option Period by providing written notice to Landlord. The day after the Option is exercised will be the first day of the Lease Term (the "Lease Effective Date").

(e) Assigning the Option. Tenant may sell, assign, or transfer the Option, together with Tenant's other rights hereunder,

(i) at any time to any Tenant affiliate or subsidiary or to any entity as security for or in connection with a financing or other financial arrangement related to the Property and/or the Facility; and

(ii) subject to Landlord's approval and consent, such consent not to be unreasonably conditioned, withheld or delayed, to any other person or entity who assumes all of Tenant's rights and obligations hereunder, provided however that the effectiveness of any such assignment shall be conditioned on Tenant not being in default of this agreement.

(f) Changes in Property during Option Period. During the Option Period or any extension thereof, Landlord shall not initiate or consent to any change in the Property's zoning or impose or consent to any other restriction or modification of the Property that would prevent or limit Tenant from using the Property for the uses intended by Tenant as set forth in this Agreement.

(g) Tenant Inspections. At any time during the Option Period, Tenant may perform due diligence to evaluate utility interconnection and viability of developing the Facility on the Property. During the Option Period and any extension thereof, Landlord shall permit Tenant and Tenant's employees, agents and contractors, free ingress and egress to the Property to conduct tests, investigations, and similar activities as Tenant may deem reasonably necessary (collectively, "Inspections"), at Tenant's sole cost and expense. Tenant may determine the scope, sequence, and timing of the Inspections at its reasonable discretion, provided that Tenant shall make reasonable efforts to coordinate and schedule such Inspections so as not to unreasonably interfere with Landlord's or Landlord's tenant's use and enjoyment of the Property. Tenant and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Property to conduct the Inspections. Tenant shall indemnify, defend and hold Landlord harmless against any loss or damage for personal injury or physical damage to the Property resulting from any such Inspections. Landlord shall cooperate with Tenant during the Inspections, including providing information about the Property characteristics, taxes, history and encumbrances.

(h) Tenant shall reimburse Landlord for any crop damages caused by Inspections within thirty (30) days after determining the extent of damage. Crop damages will be calculated by the following formula: Price x Yield x Percentage of Damage x Acreage = "Crop Damages". Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the next previous two (2) years' yields of the same crop as the damaged crop, according to Landlord's records, as received from and certified by Landlord, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Landlord's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Landlord does not have yield records available, the Landlord will use FSA records for the county in which the Property is located (or other commonly used

yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. Notwithstanding any provision to the contrary, Landlord acknowledges and agrees that it shall not be allowed to rent, lease, or otherwise allow crop tenants to grow crops on the Lease Area during a calendar year if, by October 31st prior to such calendar year, Tenant provides Landlord with written notice stating that Tenant intends to construct the Facility in the following year (the "Development Notice").

Governmental Approvals. Tenant's ability to use the Property is contingent upon obtaining all certificates, permits, licenses and other zoning approvals that may be required by any governmental authorities ("Permits") to construct, operate and maintain the Facility. Landlord shall reasonably cooperate with Tenant in its effort to obtain such Permits, including signing documents required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Property and for other Permits as Tenant reasonably requires. Tenant will perform all other acts and bear all expenses associated with any zoning action or other procedure necessary to obtain Permits deemed necessary by Tenant.

SECTION 3. LEASE. Subject to the Option being exercised, Landlord leases the Lease Area to Tenant as of the Lease Effective Date and Tenant leases the Lease Area from Landlord for the Permitted Uses for the Term. Subject to the rights of Landlord following an Event of Default by Tenant, Tenant shall have quiet and peaceful possession of the Lease Area and any other rights granted by this Lease for the entire Term without hindrance, interruption, suit, trouble or interference of any kind by Landlord or any other person or entity claiming (whether at law or in equity) by, through or under Landlord.

SECTION 4. EASEMENTS.

(a) Subject to the Option being exercised, Landlord grants the following easements (the "Easements") to Tenant as of the Lease Effective Date for the following purposes, all as detailed on Exhibit B:

(i) A non-exclusive right of pedestrian, vehicular and equipment access to the Facility across or through Landlord's remaining property at all times, which is necessary or convenient for ingress and egress to the Facility;

(ii) an exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Facility to the Utility electrical distribution system, the location of which the Utility will determine before the Commercial Operations Date;

(iii) a negative solar easement, upon which Landlord shall not construct buildings or structures, or plant new trees or vegetation of any type, or allow any trees or other vegetation on the Property which now or hereafter, in Tenant's reasonable opinion, may be a hazard to the Facility, overshadow or otherwise block or interfere with sunlight access to the Facility and/or interfere with Tenant's exercise of its rights hereunder. Tenant

may (but shall not be obligated to) remove, at Landlord's cost, any vegetation, buildings or other structures which violate this easement. Notwithstanding anything herein to the contrary, Landlord shall reimburse Tenant for removal costs as an abatement of Rent; and

(iv) a non-exclusive easement of approximately 60,000 square feet at a location on the Property that is reasonably acceptable to each of the Parties for temporary (A) storage and staging of tools, materials and equipment, (B) construction laydown, (C) parking of construction crew vehicles and temporary construction trailers, (D) vehicular and pedestrian access and access for Facility construction activities, and (E) placement and use of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Facility.

(b) Landlord's grant of Easements in Sections (4)(a)(i) through (4)(a)(iii) shall commence on the Lease Effective Date and continue throughout the Term and any extensions of the Term, and for the time necessary and convenient to perform the Decommissioning Obligations, if such obligations extend beyond the Term. Landlord's grant of Easement in Section (4)(a)(iv)) shall commence on the Lease Effective Date and shall continue through the Development and Construction Period, during the Operations Period if Tenant is performing activities associated with expanding, modifying or repairing the Facility for the time associated with those activities, and for the time necessary and convenient to perform the Decommissioning Obligations.

(c) If required by the Utility, Landlord shall grant to the Utility an exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect each unit of the Facility to the Utility electrical distribution system, the location of which the Utility will determine before the Commercial Operations Date. Landlord's grant under this Section 4(c) shall commence on its effective date and continue through the Term and any extensions of the Term, unless otherwise required by the Utility.

(d) Notwithstanding any other provision of this Lease, Landlord may grant easements to a Tenant Affiliate over and across the Property, and any exclusive easement granted under Section 4 shall not be exclusive as to an easement granted to a Tenant Affiliate.

(e) All Easements shall burden the Property and shall run with the land for the benefit of Tenant, its successors and assigns (including any permitted assignees of Tenant's rights under the Lease), and their respective agents, contractors, subcontractors and licensees.

(f) At Tenant's request, Landlord shall timely execute agreements necessary to record the Easements granted under this Section 4.

SECTION 5. LEASE TERM; EARLY TERMINATION.

(a) This Lease will consist of a Development and Construction Period, an Operations Period, and a Decommissioning Period.

(i) Development and Construction Period. The Development and Construction Period will begin on the Lease Effective Date and will terminate on the earliest of:

(A) Delivery by Tenant of notice of termination in accordance with Section 5(b);

(B) 365 days after the commencement of the Development and Construction Period, except that such Period shall automatically extend for up to two (2) additional periods of six (6) months each for permitting and interconnection delays, or for changes in solar market conditions regarding solar programs promulgated by a Government Authority. Additionally, the Development and Construction period shall be further extended automatically on a monthly basis for delays by the Utility in the completing interconnection upgrades or in interconnecting the Facility. Extensions under this subsection are contingent upon Tenant providing evidence, at Landlord's reasonable request, that it continues to actively pursue developing the Facility; or

(C) the day after the Commercial Operation Date.

If the Development and Construction Period terminates by passage of time under Subsection (B), the Operations Period will automatically commence at 12:01 a.m. on the day after the Development and Construction Period ends.

(ii) Operations Period. The Operations Period will commence at 12:01 a.m. on the day after the Development and Construction Period ends and will end at 11:59 p.m. on the 20th anniversary of the Commercial Operation Date. Tenant may extend the Operations Period, first for one (1) ten (10) year term, and then for one or both of two (2) additional five (5) year terms. At least ninety (90) days before the beginning of an extension term, Tenant shall deliver notice to Landlord of Tenant's intent to exercise that extension option, and Tenant and Landlord, at Tenant's expense, shall prepare and record any amendments to the Memorandum of Lease and/or any other documents necessary to give record notice of the extension.

(iii) Decommissioning Period. The Decommissioning Period shall begin when the Operations Period and any extensions thereto expire, and shall continue for a period of 180 days, (provided that if such 180 day term begins or ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to the next-occurring July 31) whereupon this Lease shall expire and shall be of no further force and effect, except that such termination shall not release or modify any of the obligations of the Parties arising prior to such termination.

(b) At any time during the Development and Construction Period, including any extensions thereof, Tenant may, in its sole discretion, terminate this Lease upon 30-days' written notice to Landlord (the thirtieth day after delivery of the notice shall be the effective date of the termination). Tenant shall execute and deliver to Landlord any amendments to the Memorandum of Lease and/or other documents reasonably necessary to evidence terminating this Lease. Termination of this Lease in accordance with this Section 5(b) shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have

the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination.

SECTION 6. TENANT'S USE OF THE PROPERTY; DECOMMISSIONING OBLIGATIONS. Tenant may use the Lease Area and Easements for Permitted Uses, subject to limitations set forth below:

(a) Development and Construction Period. During the Development and Construction Period, Tenant may use the Lease Area for development work and tests, project permitting and interconnection, and other activities associated with constructing the Facility.

(b) Operations Period. During the Operations Period, Tenant may use the Lease Area for any of the Permitted Uses.

(c) Decommissioning Period. Promptly following the Operations Period expiration or an earlier termination of this Lease following a Tenant Default, Tenant shall cease the Facility's commercial operation, shall remove all structures, equipment, security barriers, and transmission lines from the Lease Area, and dispose of all Facility materials in accordance with Applicable Law, all at Tenant's sole cost and expense (such actions the "Decommissioning Obligations"). Tenant shall perform the Decommissioning Obligations during the Decommissioning Period or promptly after termination of this Lease due to any reason other than a Landlord default. If Tenant performs the Decommissioning Obligations after this Lease terminates, Tenant's access to the Property to perform those activities shall be pursuant to the Easements granted by Section 4.

SECTION 7. DEFINING THE LEASE AREA; CONSTRUCTING THE FACILITY; LANDLORD RESTRICTIONS.

(a) During the Development and Construction Period, Tenant may, at its discretion, determine the Facility size and the specific location of the Lease Area and the Easements on the Property by means of a survey, and such survey shall then define the Lease Area and the Easements and shall be an amendment to this Lease as a revised Exhibit B.

(b) Tenant may construct the Facility as Tenant, in its sole discretion, determines, provided such construction shall comply with Applicable Law and with this Lease.

(c) Tenant may remove trees as necessary within the Property to obtain solar access to the Facility, consistent with Section 4(a)(iii) (regarding the solar easement).

(d) After Tenant determines the Facility is capable of Commercial Operations, Tenant shall notify Landlord of the Commercial Operation Date.

(e) Landlord has no obligation to improve the Lease Area or Property to accommodate the Facility.

(f) Landlord shall not engage in activities at the Property that will materially impact the Lease Area topography or soil conditions, or construct any structures or improvements on the Lease Area.

(g) Landlord shall not enter the Lease Area without Tenant's consent, such consent not to be unreasonably withheld, conditioned or delayed.

SECTION 8. LEASE RENT PAYMENTS. Tenant shall pay Rent to Landlord as follows:

(a) Development and Construction Period.

During the Development and Construction Period, Tenant shall pay to Landlord Rent of Five Thousand Dollars ($5,000.00) per year, pro-rated for partial years, to be paid in advance on the first day of each calendar year. The first payment of Rent during the Development and Construction Period (the "Initial Development and Construction Rent Payment") shall be due within ten (10) days after the commencement of the Development and Construction Period. The Initial Development and Construction Rent Payment shall be pro-rated for the first partial year to occur during the Development and Construction Period from the date the Development and Construction Period commences.

(b) Operations Period.

(i) During the Operations Period, Tenant shall pay to Landlord Rent of One Thousand and Two Hundred Dollars ($1,200) per Lease Area acre per Operating Year, pro-rated for partial acres.

(ii) As of each Commercial Operation Date anniversary, the Rent shall be adjusted for the ensuing year to equal the Rent payable during the prior Operating Year plus one and one half per cent (1.5%) of the Rent payable during the prior Operating Year.

(iii) Rent for each Operating Year, including any Operations Period extensions, shall be paid quarterly, in advance on the first day of each financial quarter. The first payment of Rent during the Operations Period (the "Initial Operations Rent Payment") shall be due on the first day of the first full financial quarter to occur during the Operations Period. The Initial Operations Rent Payment shall include the amount of Rent due during the first partial financial quarter occurring during the Operations Period (prorated from the date the Operations Period commences), and Rent due for the first full financial quarter occurring during the Operations Period.

(c) Decommissioning Period. No Rent shall be due for the Decommissioning Period other than amounts due before the Decommissioning Period.

(d) Payment Method. Tenant may pay Rent by check or wire transfer. Upon Tenant's request, Landlord shall provide Tenant with account information to which wire transfers may be made.

SECTION 9. TAXES

(a) Landlord shall be responsible for all taxes related to the Property other than Tenant's obligations stated in Section 9(b).

(b) Tenant shall be responsible for the following taxes during the Operations Period and the Decommissioning Period:

(i) real estate taxes assessed against the Lease Area due to Tenant's lease of the Lease Area and the Facility operation on the Lease Area.

(c) Tenant shall pay all taxes for which Tenant is directly billed on or before the date such amounts are due, subject however to the right of Tenant to contest taxes in accordance with this Lease and Applicable Law. Tenant shall pay Landlord, within 10 business days after Tenant's receipt of the applicable invoice from Landlord, the amount of such taxes for which Tenant is responsible hereunder and which have not been billed directly to Tenant. Landlord will submit copies of tax bills or notices of assessments, appraisals or statements applicable to the Facility to Tenant promptly upon receipt thereof and, to the extent Landlord pays the same directly to the taxing authorities, Landlord will promptly provide evidence of such payment to Tenant.

(d) Each Party may contest in good faith any tax assessments or payments, provided that all payments are made when due and such appeal is filed in accordance with Illinois law. Each Party shall use all reasonable efforts to cooperate with the other in any such appeals of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(e) If Tenant fails to pay directly or reimburse Landlord for taxes for which Tenant is responsible hereunder, Landlord may pay the same and in such event shall be entitled to recover such amount from Tenant together with interest thereon at a rate equal to the lesser of (i) one and one-half percent (1 ½ %) per month (eighteen percent (18%) per annum) or (ii) the highest rate allowed under Applicable Law.

(f) Landlord shall pay all taxes for which it is obligated on or before the date such amounts are due, subject to its right to contest taxes in accordance with this Lease and Applicable Law. If Landlord fails to pay any taxes, judgments or liens that become a lien upon Tenant's interest in the Lease Area or improvements thereon for which Landlord is responsible hereunder, Tenant may pay such amounts and in such event shall be entitled to recover such paid amount from Landlord, together with interest thereon at rate equal to the lesser of (i) one

and one-half percent (1 ½ %) per month (eighteen percent (18%) per annum) or (ii) the highest rate allowed under Applicable Law.

SECTION 10. TITLE AND LIENS.

(a) Landlord represents and warrants that Landlord has marketable title to the Property subject to no liens, easements, options or other encumbrances other than the Existing Encumbrances.

(b) After the date of recording the Memorandum of Lease, in addition to Existing Encumbrances and any refinancing of such Existing Encumbrances, Landlord may grant a mortgage on all or part of its interest in the Property if (i) such mortgage is subject to this Lease; and (ii) the mortgagee enters into an agreement, on terms and conditions reasonably acceptable to Tenant, recognizing the priority of Tenant's interest in the Property pursuant to this Lease. Tenant may record any such agreement, whether related to an Existing Encumbrance or an encumbrance arising after the Lease Effective Date, in the County Recorder's Office.

(c) Landlord shall not allow any encumbrances against the Property other than Permitted Encumbrances. Landlord shall promptly pay all obligations secured by encumbrances against the Property (whether or not such encumbrances are Permitted Encumbrances) and shall not allow any uncured default to occur under obligations secured by encumbrances against the Property. In lieu of paying amounts secured by encumbrances which are not Permitted Encumbrances, Landlord may provide a surety bond or other adequate security in accordance with applicable law and Tenant's reasonable requirements.

(d) At Tenant's request, Landlord shall obtain from holders of Permitted Encumbrances such subordinations or non-disturbance agreements as Tenant may reasonably request to protect and secure Tenant's interest in the Property or for or in connection with a financing or other financial arrangement related to the Property and/or the Facility. Such agreements shall include undertakings by the holders of Permitted Encumbrances (i) to notify Tenant of any defaults by Landlord in performing its obligations secured by the Permitted Encumbrances; and (ii) to provide Tenant a reasonable period of time after Tenant's receipt of notice from the holder of the Permitted Encumbrance, not less than 30 days in the event of payment defaults, and 60 days in event of non-payment defaults, to cure the default on behalf of Landlord, before the holder of the Permitted Encumbrance can exercise any rights to foreclose upon or otherwise take ownership of the Property. If the default cannot reasonably be cured within a sixty-day period, then, provided Tenant has promptly commenced and is diligently performing actions to cure the default, Tenant shall have such period of time as is reasonably necessary to cure the default, but not more than 120 days.

(e) All equipment and structures included within the Facility shall, to the extent permitted by law, be the property of Tenant, and title to the Facility shall be in Tenant or its mortgagees and assigns. The electricity generated by the Facility, and its related Environmental Attributes and Tax Attributes are owned exclusively by Tenant, and neither Landlord nor anyone claiming through Landlord has, or shall have any lien, security interest, or other encumbrance on the electricity generated by the Facility, its related Environmental Attributes and Tax Attributes, or any other Facility output or benefit. Neither Landlord nor anyone claiming through Landlord

may file liens on the Facility or Tenant's interest in the Property, unless Landlord obtains a final judgment against Tenant as a result of a Tenant Default under this Lease.

(f) Neither Tenant nor anyone claiming through Tenant (including contractors hired by Tenant) shall have the right to file liens on the Property, other than on Tenant's leasehold rights arising under this Lease.

SECTION 11. FILINGS.

Landlord acknowledges that Tenant intends to develop, construct and operate the Facility on the Lease Area and Easements. Landlord hereby authorizes Tenant, in the name of Landlord, Tenant or both, as Tenant may deem to be necessary or appropriate, to file with federal, state and local authorities as Tenant deems appropriate (i) one or more applications to obtain any zoning approval, relief, or planning board approval regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Facility on the Lease Area; and (ii) one or more applications to obtain construction, use or occupancy permits for the Facility or any portion thereof. Landlord shall cooperate in good faith with Tenant and shall execute any such applications promptly upon Tenant's request, and shall not oppose or interfere with Tenant in such regard. Landlord is not obligated to incur expense in connection with such efforts.

SECTION 12. INSURANCE AND INDEMNITY.

(a) Each party shall maintain appropriate insurance for its respective interests in, and activities on, the Property, and shall provide certificates of insurance to the other Party evidencing such coverage promptly following the request.

(b) To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall indemnify, defend and hold the other Party, its shareholders, partners, members, directors, officers, employees, agents and contractors (the "Indemnified Persons"), harmless from and against all Losses incurred by the Indemnified Persons to the extent arising from, or out of, any claim for, or arising out of, any injury to or death of any person or loss or damage to property to the extent arising out of the Indemnifying Party's, its employees' and agents' negligence, willful misconduct, or unlawful conduct. The Indemnifying Party shall not be obligated to indemnify any Indemnified Person for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Indemnified Person or for statutory violation of, or punitive damages against, any Indemnified Person except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Indemnifying Party or of any of the Indemnifying Party's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a Party or person described in this Agreement.

(c) Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all Losses arising from or out of any pollution or contamination that violates any local, state or federal environmental protection law, policy or regulation, that existed on or before the Option Effective Date or that is caused by the Landlord or any of its employees, invitees, agents or contractors following the Option Effective Date. Tenant shall indemnify, defend and hold

harmless Landlord from and against any and all Losses arising from or out of any pollution or contamination that violates any local, state or federal environmental protection law, policy or regulation, that is caused by the Tenant or any of its employees, invitees, agents or contractors following the Option Effective Date.

SECTION 13. MAINTENANCE, SECURITY AND UTILITIES.

(a) Maintenance. Tenant shall maintain the Lease Area and all Easements at its own expense.

(b) Security. Tenant is responsible for Lease Area security.

(c) Utilities. Tenant is responsible for utilities furnished to the Lease Area and Facility and used by Tenant throughout the Term, and for all other costs and expenses in connection with the Facility use, operation, and maintenance.

SECTION 14. CONDEMNATION.

(a) If, during the Term, any competent authority for any public or quasi-public purpose ("Condemnor") seeks to take or condemn all or any portion of the Lease Area or any Easement, Landlord and Tenant may use all reasonable and diligent efforts, each at its own expense, to contest such taking. If either party contests a taking the other party shall cooperate in the proceeding, but is not obligated to incur any expense in connection with such efforts.

(b) If, at any time during the Term, any Condemnor condemns all or substantially all of the Lease Area, any Easement, or the Facility, so that the purposes of this Lease are frustrated, then Tenant's interests and obligations under this Lease in or affecting the Lease Area and Easements shall cease and terminate upon the earlier of (i) the date that the Condemnor takes possession of the Lease Area, Easement or the Facility, (ii) the date that Tenant is, in its sole judgment, no longer able or permitted to operate the Facility on the Lease Area in a commercially viable manner, or (iii) the date title vests in the Condemnor. Tenant shall continue to pay all amounts payable hereunder to Landlord until the earlier of such dates, at which time Landlord and Tenant shall be relieved of any and all further obligations and conditions to each other under this Lease, except for indemnity obligations, which shall survive any termination thereunder.

(c) If, at any time during the Term any Condemnor shall condemn a portion, but not all or substantially all of the Facility or the Lease Area, any Easement, then Tenant's interest and obligations under this Lease as to that portion of the Facility or the Lease Area so taken shall cease and terminate upon the earlier of, (i) the date that the Condemnor takes possession of such portion of the Facility, Easement or the Lease Area, (ii) the date that Tenant, in its sole judgment, is no longer able or permitted to operate the Facility on the Lease Area, or any portion thereof, in a commercially viable manner, or (iii) the date title vests in the Condemnor; and, unless this Lease is terminated as herein provided, this Lease shall continue in full force and effect as to the remainder of the Facility or the Lease Area or any Easement. If the Lease Area becomes insufficient or unsuitable for Tenant's purposes hereunder, as determined by Tenant in its sole discretion, then Tenant may terminate this Lease in accordance with this Section 14 as to the portion of the Easement or Lease Area to which Tenant continues to hold the rights, at which time Landlord and Tenant shall be relieved of any further obligations and duties to each other

under this Lease, except for indemnity obligations and Decommissioning Obligations, which shall survive any termination hereunder.

(d) For any taking covered by Sections 14(b) or 14(c), all sums, including damages and interest, awarded shall be paid and distributed to Tenant and Landlord in accordance with their respective interests under this Lease. In determining their respective interests:

(i) Landlord's interest shall be based on the value of Landlord's interest in the Easements and Lease Area (but excluding any of Tenant's interest in the Facility or any other of Tenant's improvements on the Lease Area), taking into account the amounts paid or due to be paid by Tenant hereunder and all other terms and provisions of this Lease; and

(ii) Tenant's interest of shall be based on the value of Tenant's interest in the Easements and Lease Area (determined at the time of the taking), including the value of the Facility and Tenant's other improvements for the Term, plus any cost or loss that Tenant may sustain in the removal and/or relocation of any Facility; provided, however, that in each case the value of the respective interests of Landlord and Tenant shall be calculated as if no taking covered by Sections 14(b) or 14(c) were to occur.

SECTION 15. ASSIGNMENT.

(a) Tenant may assign this Lease and rights hereunder

(i) in Tenant's sole discretion,

A. to any entity in which Tenant, or an Affiliate thereof, has an interest;

B. to any entity as security for or in connection with a financing or other financial arrangement related to the Lease Area and/or the Facility, as set forth in Section 16; and,

(ii) subject to Landlord's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed, to any other person or entity who assumes all of Tenants rights and obligations hereunder, provided however that the effectiveness of any such assignment shall be conditioned on the Tenant not being then in Default.

(b) Landlord may assign this Lease and rights hereunder and may convey the Lease Area and/or the portion of the Property containing the Easements, subject to the following conditions:

(i) Landlord gives prior notice to Tenant;

(ii) the Memorandum of Lease and of Easements are first recorded,

(iii) Landlord gives the assignee/grantee prior, written notice of the Lease,

(iv) Landlord concurrently obtains from the assignee or grantee an acknowledgement of the Lease and a subordination or non-disturbance agreement as

Tenant may reasonably request to protect and secure Tenant's interest in the Property, in the form described by Section 10(d),

(v) Landlord is not then in Default, and.

(vi) Tenant's written approval and consent, such consent not to be unreasonably withheld, conditioned or delayed, to any other person or entity who assumes all of Landlord's rights and obligations hereunder.

(c) Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that liability is assumed by the assignee.

(d) Upon any assignment other than under Section 15(a)(i)(B) (regarding assignment to a Financing Party), the assigning Party shall provide to the other Party current information regarding the assignee's addresses and the term "Tenant" or "Landlord" in this Lease, as appropriate, shall refer to the entity that was assigned the rights and obligations hereunder. Promptly after an assignment under Section 15(a)(i)(B), Tenant shall provide the Financing Party's address to Landlord.

SECTION 16. FINANCING.

(a) Tenant may encumber its interest in the Lease Area and in the Facility by mortgage, lease, sale and leaseback, deed of trust or similar instrument or instruments, and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any Financing Party.

(b) If Tenant's rights or property are foreclosed upon or seized, or if a Financing Party exercises any other right under a security agreement granted by Tenant to that Financing Party, Landlord shall permit such Financing Party to exercise and succeed to any and all Tenant rights hereunder, so long as there are no existing uncured Defaults; provided Financing Party shall not be required to cure any defaults by Tenant that by their nature are not capable of being cured by the Financing Party. Landlord shall execute any document reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 16(b), subject only to the condition precedent that no Tenant Payment Default exists.

(c) At Tenant's request, Landlord shall amend this Lease to include any provision reasonably be requested by an existing or proposed Financing Party, provided such amendment shall not impair Landlord's rights under this Lease.

(d) Landlord shall, within ten (10) days after Tenant's written request, execute and deliver to Tenant (or to such party or parties as Tenant shall designate, including a Financing Party) the following written statements:

(i) (1) certifying whether this Lease is in full force and effect (or modified and stating the modification), (2) stating the dates on which amounts due to Landlord have been paid, (3) stating that there are no known defaults existing at the time of execution of the statement, or that defaults exist and the nature of such defaults, and (4) stating that, as of the date of such estoppel certificate, there are no disputes or proceedings under this Lease

between Landlord and Tenant or, if any such dispute exists, describe the nature of such disputes or proceedings;

(ii) (1) recognizing a particular entity as a Financing Party under this Agreement and (2) agreeing to accord to such entity all the rights and privileges of a Financing Party hereunder.

SECTION 17. RECORDING, CONFIDENTIALITY.

(a) This agreement shall not be recorded, but the Parties shall, at Tenant's expense, execute and record with the County Recorder's Office an appropriate memorandum of lease ("Memorandum of Lease"). A Financing Party may record Tenant's mortgage of this Lease to the Financing Party. Tenant may record subordinations and/or non-disturbance agreements obtained from holders of Permitted Encumbrances.

(b) Neither Party may disclose the terms of this Lease to any other person, except as follows:

(i) as provided in Section 17(a),

(ii) to immediate family members,

(iii) to assignees or prospective purchasers of Parties,

(iv) to any counsel, lender, accountant or advisor engaged by a Party,

(v) to the extent required by law, provided that the disclosing Party, to the extent practicable, gives notice of any request for disclosure to the non-disclosing Party and cooperates with efforts by the non-disclosing Party to minimize the extent of the information disclosed and the persons to whom it is disclosed; and

(vi) Tenant may disclose the terms hereof to any contractor or supplier bidding upon construction of all or part of the Facility, to any person which may seek to provide financing for or to invest in the Facility, to any future subtenant or assignee, and as necessary for permitting related to the Facility.

SECTION 18. DEFAULT AND REMEDIES.

(a) If either Party fails to perform any of its material obligations under this Lease and such failure remains uncured following the required notice and cure periods as required in Section 18(c) (a "Default"), the Party to whom the obligation is owed may terminate this Lease by notice to the defaulting Party and exercise any other remedies provided in this Lease or under Applicable Law. A Default may be either a Payment Default or a Non-Payment Default. A "Payment Default" is failing to make timely payments required herein.

(b) Landlord shall simultaneously notify Tenant and all Tenant Financing Parties who have given advance notice of their interest in this Lease to Landlord, of any failure by Tenant to perform any Tenant obligations under this Lease, which notice shall be sent according to Section

20 and shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure.

(c) Before a Party exercises any rights or remedies as a result of a Default, that Party shall give the defaulting Party and each Financing Party (i) sixty (60) days' notice of and the opportunity to cure any Payment Default, (ii) ninety (90) days' notice of and the opportunity to cure any Non-payment Default, and (iii) a reasonable further opportunity to cure a Non-payment Default, in which case the defaulting Party, or the Financing Party on the defaulting Party's behalf, shall notify the other Party of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the 90-day period, weather permitting.

(d) A defaulting Party and any Financing Party may cure any Payment Default by paying all then overdue payments in full together with interest thereon at the rate of one and one-half percent (1 ½%) per month.

(e) If Landlord fails to perform any of its obligations hereunder, including failure to perform with respect to any obligations secured by encumbrances against the Property, Tenant may offset against any amounts owing to Landlord hereunder any amounts paid by Tenant to cure such non-performance by Landlord together with interest thereon at the rate of one and one-half percent (1½%) per month and exercise any other remedies available under this Lease or Applicable Law, including terminating the Lease.

SECTION 19. FORCE MAJEURE. If performance of this Lease, any Permitted Use or of any obligation hereunder (other than an obligation to pay any Rent) is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance, and the running of affected time periods hereunder shall be suspended, to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use reasonable efforts to avoid or remove such causes of nonperformance or delay, and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure may include the following acts or events: (i) Acts of God or acts of Providence including hurricanes, floods, washouts, lightning, earthquakes, storm warnings and any other adverse weather conditions which directly result in a party's inability to perform its obligations, (ii) acts of civil disorder including acts of sabotage, acts of war, lockouts, insurrection, riot, mass protests or demonstrations, threats of any of the foregoing, and police action in connection with or in reaction to any such acts of civil disorder, when any such acts of civil disorder directly results in a party's inability to perform its obligations, and (iii) failures resulting from fires, washouts, mechanical breakdowns of or necessities for making repairs or alterations to transformers, power lines, switching equipment, inverters, machinery, cables, meters or any of the equipment therein or thereon, when any such failure directly results in a Party's inability to perform its obligations.

SECTION 20. NOTICES. All notices under this Lease shall be sent to the addresses set forth below:

LANDLORD: Gary Bennett
Betty Bennett
10791 Corneils Rd
Plano, IL 60545
Email: gofarmingbutch74@aol.com

TENANT: Nexamp Solar, LLC
c/o Nexamp, Inc.
101 Summer Street, 2nd Floor
Boston, MA 02110
Email: LeaseNotices@Nexamp.Com

Notices shall be deemed received if sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service to last known address of the intended recipient. Notices may also be sent by email for which the sending Party receives an affirmative confirmation that the email message has been completely transmitted without error (of which auto-replies are insufficient). Email messages received on any day that is not a business day, or after 5:00 p.m. local time on a business day, shall be deemed to have been delivered on the next business day. A Party may change its address for delivery of notices hereunder by notice given in accordance with this Section. Failure of the Tenant to notify the Landlord of an address change for it or any Financing Party shall excuse the Landlord from complying with any notice obligation herein to such changed addresses, provided however that the Landlord will in no event be excused from providing notices required herein to all addresses that Landlord has notice of. Notices will be deemed given upon receipt or upon the failure to accept delivery.

SECTION 21. NO PARTNERSHIP. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease.

SECTION 22. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

(b) Mediation. If, after such negotiation in accordance with Section 22(a), the Dispute remains unresolved, a Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least

three (3) hours with a mediator whom they choose together. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid equally by each involved Party.

(c) Arbitration of Disputes.

(i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 22(a) or 22(b) shall (except as provided in Section 22(c)(iii) be settled by binding arbitration between the Parties conducted in Chicago, Illinois, or such other location mutually agreeable to the Parties, and in accordance with the AAA Commercial Arbitration Rules in effect on the date that a Party gives notice of its demand for arbitration.

(ii) Expenses. Unless otherwise ordered by the arbitrator, each Party shall bear its own expenses and proportionate cost of the arbitration panel. Payments of the arbitrator's costs shall be made on a monthly basis prior to any award.

(iii) Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of an arbitrator or otherwise to collect payments not subject to bonafide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

(iv) Survival of Arbitration Provisions. The provisions of this Section 22 shall survive any termination of this Agreement and shall apply (except as provided herein) to any Disputes arising out of this Agreement.

SECTION 23. REPRESENTATIONS AND WARRANTIES.

(a) Each Party represents and warrants to the other Party as follows:

(i) Organization and Qualification. If an entity, it is duly organized and validly existing under the laws of the state of its purported organization with all power and authority to own or lease and dispose of all of its properties and assets, to conduct its business as presently conducted, and to enter into and carry out this Lease.

(ii) Authority. It has all requisite power and authority to execute and deliver this Lease and each of the related documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Its execution and delivery of this Lease and each of the related documents to which it is a party, its performance hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite action its part and no other proceedings on its part are necessary to authorize this

Lease and each related document to which it is a party, the performance of such obligations or the consummation of such transactions.

(iii) No Violation or Conflict; Consents. Neither the execution and delivery of this Lease or any of the related documents to which it is a party, nor the performance of its obligations hereunder and thereunder, nor the consummation of the transactions contemplated hereby and thereby will, directly or indirectly (with or without notice or lapse of time or both), (1) violate, contravene, conflict with or breach any term or provision of its organizational documents, (2) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, or require any consent under, any contract or other instrument or obligation to which it is a party or by which it or any of its respective properties or assets are bound, (3) violate any laws applicable to it or any of its Affiliates or any of their respective properties or assets, or (4) except as specifically provided herein and in any related documents, require any filing with, or the obtaining of any further authorization, permit, or other consent from any governmental authority, or (5) require any further authorization or other consent from any person or body with authority over or within its organization.

(b) Landlord represents and warrants that

(i) no personal property is located on the Lease Area; and
(ii) to the best of its knowledge, there are no hazardous substances present on, in or under the Property in violation of any Applicable Law.

SECTION 24. MISCELLANEOUS PROVISIONS.

(a) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

(b) Rules of Interpretation. References to sections are, unless the context otherwise requires, references to sections of this Lease. The words "hereto", "hereof" and "hereunder" shall refer to this Lease as a whole and not to any particular provision of this Lease. The word "person" shall include individuals; partnerships; corporate bodies (including to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation".

(c) Entire Agreement/Amendment. This Lease contains the entire agreement of the Parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the Parties obligated under the amendment and memorandum thereof is recorded with the County Recorder's Office.

(d) Severability. If any non-material part of this Lease is held to be unenforceable, the rest of the Lease will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its

unenforceability, then the Parties shall negotiate in good faith to amend the Lease to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved under Section 22 (regarding dispute resolution) and an arbitrator may reform the Agreement as the arbitrator deems just and equitable in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(e) Waiver. The failure of either Party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

(f) Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

(g) No Assurance as to Development. Tenant makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of Tenant successfully developing, financing and/or constructing the Facility on the Lease Area.

(h) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Lease may often require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Lease specifically providing for assistance from one Party to the other, that it will act reasonably so as not to hinder the purpose of the transactions contemplated by this Lease, and that it will at all times during the Term cooperate with the other Party as required, in its reasonable discretion, and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder. From time to time and at any time at and after the execution of this Lease, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other, including but not limited to the Memorandum of Lease, estoppels, affidavits, applications for permits and approvals, tax forms and forms required for recording documents, and shall take any other action consistent with the terms of the Lease that may be reasonably requested by the other for the purpose of effecting or confirming (but not altering or expanding) any of the transactions contemplated by this Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 24(h).

(i) Business Days. Any payment or other obligation which is due to be performed on or before a day which is not a business day in the State of Illinois may be performed on or before the next business day following the date provided herein.

(j) Counterparts. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

(k) AIMA. Pursuant to the requirements of Illinois law, Tenant has or will enter into an Agricultural Impact Mitigation Agreement ("AIMA") with the Illinois Department of

Agriculture regarding the Facility. The terms and conditions of the AIMA, to the extent not in conflict with the provisions of this Lease, are hereby incorporated into this Lease.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties entered into this Option and Ground Lease as of the Option Effective Date.

TENANT

Nexamp Solar, LLC

By:_____

Name: Christopher F. Clark
Title: Senior Vice President

LANDLORD

Gary Bennett and Betty Bennett

By: Gary Bennett

Name: Gary Bennett

By: Betty Bennett

Name: Betty Bennett

GLOSSARY OF TERMS

As used herein, the following terms shall have the meanings set forth beside them:

"Affiliate" means, as to any person or entity, any other person or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, "control" of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein.

"Commercial Operation" shall occur for the Facility when (i) Tenant has obtained all licenses, permits and approvals under Applicable Law necessary to install and operate the Facility, (ii) the Facility is connected to the Utility's electricity distribution system, and (iii) the Facility is ready and able to generate and supply electricity to the Utility electricity distribution system.

"Commercial Operation Date" means the date the Facility achieves Commercial Operation and Tenant receives permission to operate the Facility from the Utility, notice of which Tenant shall provide to Landlord according to Section 7(d).

"County" means the county within which the Facility is located.

"Decommission" or "Decommissioning Obligations": means performing the activities described in Section 6(c).

"Decommissioning Period" is defined in Section 5(a)(iii).

"Default" is defined in Section 18(a).

"Development and Construction Period" is defined in Section 5(a)(i).

"Easement(s)" shall mean those areas of land described in Section 4, as detailed in Exhibit B, until during the Development and Construction Period when Tenant shall determine the Easements' boundaries by means of a survey, and such survey shall then define the Easements as an amendment to this Lease as a revised Exhibit B.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes.

"Existing Encumbrances" mean those interests in the Lease Area set forth in Exhibit C attached hereto.

"Facility" means the solar-powered electric generating facility, optional energy storage device(s), and all related equipment and structures necessary or convenient for the Permitted Use, including interconnection with the Utility, to be installed by Tenant on the Lease Area in accordance with this Lease.

"Financing Party" is a person or persons providing all or a portion of the financing for the Facility or any person or persons providing a refinancing of any such financing, or any trustee for such person or persons.

"Force Majeure" is defined in Section 19.

"Governmental Authority" means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity, and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Indemnified Persons" is defined in Section 12(b).

"Indemnifying Party" is defined in Section 12(b).

"Initial Development and Construction Rent Payment" is defined in Section 8(a).

"Initial Operations Rent Payment" is defined in Section 8(b)(iii).

"Lease Area" means the Property, unless during the Development and Construction Period Tenant determines the boundaries of the final Lease Area, by means of a survey, which survey shall then define the Lease Area as an amendment to this Lease as a revised Exhibit B.

"Lease Effective Date" is the day after the Option is exercised.

"Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all reasonable attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Memorandum of Lease" is defined in Section 17(a).

"Non-payment Default" is defined in Section 18(a).

"Operating Year" means a twelve-month period commencing on an anniversary of the Commercial Operation Date (or with respect to the first Operating Year, commencing on the Commercial Operation Date) and ending on the date immediately preceding the next anniversary of the Commercial Operation Date.

"Operations Period" is defined in Section 5(a)(ii).

"Option Period" is defined in Section 2(b).

"Payment Default" is defined in Section 18(a).

"Permitted Encumbrances" mean the Existing Encumbrances and any additional mortgages granted by Landlord in accordance with Section 10(b) hereof.

"Permitted Use" means the use of the Lease Area i) to develop, install, construct, interconnect, maintain, operate, repair, replace and decommission the Facility and/or energy storage device(s), ii) to produce, deliver and sell electricity produced by the Facility, and associated Environmental Attributes and Tax Attributes, and iii) to store such equipment, supplies, tools and replacement parts as reasonably required to accomplish (i) and (ii) above, including constructing a single story storage shed.

"Property" means the real property described in Exhibit A.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy generating facility.

"Rent" means the payments to be made in accordance with Section 8 hereof.

"Tax Attributes" means investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and/or operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation). Tax Attributes do not include Environmental Attributes.

"Term" means all of the Development and Construction Period, the Operations Period, and the Decommissioning Period, as such periods are described in Section 5.

"Utility" means the local electric power distribution company.

EXHIBIT A

PROPERTY DESCRIPTION

This Exhibit A may be replaced by Tenant with description(s) from a title commitment obtained by Tenant, at Tenant's option, that describe the Property in order to fix any errors or omissions in the original description of the Property.

PROPERTY ADDRESS: 10791 Corneils Rd Plano, IL 60545

PARCEL NUMBER(S): 02-08-300-008, 02-08-300-011, and 02-08-300-012.

LEGAL DESCRIPTION

Tract I

That Part of the Southwest Quarter of Section 8 AND Part of the Northwest Quarter of Section 17, Township 37 North, Range 7 East of the Third Principal Meridian, Described as Follows: Commencing at the Southwest Corner of said Southwest Quarter; Thence North 0 degrees, 09 minutes, 48 seconds East along the West Line of Said Southwest Quarter, 37.42 feet; Thence North 88 degrees, 28 minutes, 22 seconds East parallel with the South Line of said Southwest Quarter, 272.68 feet; Thence North 0 degrees, 46 minutes, 58 seconds West, 200.71 feet for a Point of Beginning; Thence North 0 degrees, 52 minutes, 50 seconds West 1,057.46 feet; Thence North 88 degrees, 42 minutes, 24 seconds East, 857.86 feet; Thence North 0 degrees, 00 minutes, 30 seconds West 375.0 feet; Thence North 52 degrees, 02 minutes, 07 seconds East, 315.0 feet, Thence North 0 degrees, 02 minutes, 07 seconds East, 800.0 feet to the North Line of said Southwest Quarter, Thence North 88 degrees, 30 minutes, 33 seconds East, along said North Line, 1,306.96 feet to the Center of said Section 8; Thence South 0 degrees, 04 minutes, 03 seconds East along the East Line of said Southwest Quarter, 1,609.56 feet to a point which is 1,044.12 feet Northerly of the Southeast Corner of said Southwest Quarter, Thence South 59 degrees, 25 minutes, 57 seconds West, 694.32 feet; Thence South 81 degrees, 55 minutes, 57 seconds West, 349.80 feet; Thence South 51 degrees, 55 minutes, 57 seconds West 280.50 feet, Thence South 39 degrees, 55 minutes, 57 seconds West, 153.78 feet; Thence South 86 degrees, 06 minutes, 25 seconds West, 38.0 feet; Thence South 33 degrees, 09 minutes, 12 seconds West, 343.0 feet; Thence South 16 degrees, 38 minutes, 23 seconds West 379.0 feet to the center line of Corneils Road, Thence North 85 degrees, 20 minutes, 25 seconds West along said center line 596.0 feet to a line drawn South 0 degrees, 21 minutes, 50 seconds East, parallel with the West Line of said Northwest Quarter, from a point on the South Line of said Southwest Quarter which is 475.50 feet, normally distinct, Easterly of the West Line of said Southwest Quarter; Thence North 0 degrees, 21 minutes, 50 seconds West, along said parallel line, 194.89 feet to said South Line; Thence North 0 degrees, 09 minutes, 48 seconds East, parallel with the West Line of said Southwest Quarter, 236.13 feet to a line drawn North 89 degrees, 02 minutes, 55 seconds East from the Point of Beginning, Thence South 89 degrees, 02 minutes, 55 seconds West, 209.29 feet to a Point of Beginning;

Except that part thereof LYING EASTERLY of the following described line: Commencing at the Southernmost Southeast Corner of the Above described tract; Thence North 85 degrees, 20 minutes, 25 seconds West along said center line of Corneils Road, 67.47 feet for a Point of Beginning; Thence North 16 degrees, 38 minutes, 23 seconds East, 402.58 feet; Thence North 33

degrees, 09 minutes, 12 seconds East, 449.42 feet; Thence North 52 degrees East, 398.62 feet; Thence North 11 degrees, 27 minutes, 20 seconds East, 559.64 feet; Thence North 0 degrees, 02 minutes, 07 seconds East, 634.19 feet; Thence North 89 degrees, 57 minutes, 53 seconds said Westerly Line of said tract; Thence North 0 degrees, 02 minutes, 07 seconds East along said Westerly Line 725.68 feet to the North Line of said Southwest Quarter, in Bristol Township, Kendall County, Illinois.
PIN 02-08-300-008

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That Part of the Southwest Quarter of Section 8, Township 37 North, Range 7 East of the Third Principal Meridian, Described As Follows: Commencing at the Southwest Corner of said Southwest Quarter; Thence North 0 degrees, 09 minutes, 48 seconds East along the Wet Line of Said Southwest Quarter, 37.42 feet; Thence North 88 degrees, 28 minutes, 22 seconds East parallel with the South Line of said Southwest Quarter, 272.68 feet; Thence North 0 degrees, 46 minutes, 58 seconds West, 200.71 feet for a Point of Beginning; Thence North 0 degrees, 52 minutes, 50 seconds West 1,057.46 feet; Thence North 88 degrees, 42 minutes, 24 seconds East, 857.86 feet; Thence North 0 degrees, 00 minutes, 30 seconds West, 375.0 feet; Thence North 52 degrees, 02 minutes, 07 seconds East, 315.0 feet, Thence North 0 degrees, 02 minutes, 07 seconds East, 800.0 feet to the North Line of said Southwest Quarter; Thence North 88 degrees, 30 minutes, 33 seconds East, along said North Line, 1,306.96 feet to the Center of said Section 8; Thence South 0 degrees, 04 minutes, 03 seconds East along the East Line of said Southwest Quarter 1,609.56 feet to a point which is 1,044.12 feet Northerly of the Southeast Corner of said Southwest Quarter; Thence South 59 degrees, 25 minutes, 57 seconds West, 694.32 feet; Thence South 81 degrees, 55 minutes, 57 seconds West, 349.80 feet; Thence South 51 degrees, 55 minutes, 57 seconds West 280.50 feet; Thence South 39 degrees, 55 minutes, 57 seconds West, 153.78 feet; Thence South 86 degrees, 06 minutes, 25 seconds West, 38.0 feet; Thence South 33 degrees, 09 minutes, 12 seconds West, 343.0 feet; Thence South 16 degrees, 38 minutes, 23 seconds West 379.0 feet to the center line of Corneils Road; Thence North 85 degrees, 20 minutes, 25 seconds West along said center line 596.0 feet to a line drawn South 0 degrees, 21 minutes, 50 seconds East, parallel with the West Line of said Northwest Quarter, from a point on the South Line of said Southwest Quarter which is 475.50 feet, normally distant, Easterly of the West Line of said Southwest Quarter; Thence North 0 degrees, 21 minutes, 50 seconds West, along said parallel line, 194.89 feet to said South Line; Thence North 0 degrees, 09 minutes, 48 seconds East, parallel with the West Line of said Southwest Quarter, 236.13 feet to a line drawn North 89 degrees, 02 minutes, 55 seconds East from the Point of Beginning; Thence South 89 degrees, 02 minutes, 55 seconds West, 206.29 feet to a Point of Beginning;
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AND EXCEPT that part thereof LYING SOUTHERLY of the Southerly Line of the Northerly 812.20 feet, measured along the Easterly Line, in Bristol Township, Kendall County, Illinois.
PIN 02-08-300-011

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AND EXCEPT that part thereof LYING NORTHERLY of the Southerly Line of the Northerly 812.20 feet measured along the Easterly Line, in Bristol Township, Kendall County, Illinois.
PIN 02-08-300-012

EXHIBIT B
LEASE AREA AND EASEMENTS DESCRIPTION

Lease Area:

The Lease Area shall mean the Property unless during the Development and Construction Period Tenant determines the boundaries of a portion of the Property to be the final Lease Area by means of a survey, which survey shall then define the Lease Area and shall be an amendment to this Lease as a revised Exhibit B.

Easements:

The Easements shall mean those areas of land and rights thereon described in Section 4 of the Lease. During the Development and Construction Period Tenant may determine the Easements' boundaries by means of a survey, and such survey shall then define the Easements and shall be an amendment to this Lease as a revised Exhibit B.

EXHIBIT C

EXISTING ENCUMBRANCES

[Landlord to provide]

EXHIBIT D

MEMORANDUM OF OPTION AND GROUND LEASE

This instrument prepared by
and after recording return to:

Schain Banks
70 W. Madison Street, Suite 2300
Chicago, Illinois 60602
Attn: Charles Mangum

MEMORANDUM OF LEASE

THIS MEMORANDUM OF OPTION AND GROUND LEASE (this "**Memorandum**") is made as of _____ (the "**Effective Date**"), by and between **Gary Bennett and Betty Bennett**, (the "**Landlord**"), and **Nexamp Solar, LLC**, a Delaware limited liability company (the "**Tenant**").

RECITALS

A. Landlord is the owner of that certain property located 10791 Corneils Rd, Plano, Kendall County, Illinois, as being more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**").

B. Landlord and Tenant are parties to that certain Option and Ground Lease (as the same may be hereafter amended or modified, the "**Lease**"), dated as of _____ (the "**Option Effective Date**"), pursuant to which Landlord has agreed to lease all or a portion of the Property (the "**Lease Area**") and to acquire associated easements (the "**Easements**"), as more specifically described in Exhibit B attached hereto and made a part hereof (the "**Lease Area and Easements**").

C. Landlord and Tenant desire to execute and record a memorandum of the Lease.

NOW, THEREFORE, for and in consideration of the foregoing recitals, 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 Memorandum. All capitalized and other terms used but not otherwise defined in this Memorandum shall have the same meaning as set forth in the Lease.

2. Option Term. The Option Period shall begin on the Option Effective Date and will terminate at 11:59 p.m. on the last day of the sixtieth (60th) month after the Option Effective Date (the "**Option Period**").

3. Lease Term. The Lease will consist of a Development and Construction Period, an Operations Period, and a Decommissioning Period.

(a) Development and Construction Period. The Development and Construction Period will begin at the termination of the Option Period and will terminate on the earliest of:

(i) Delivery by Tenant of notice of termination in accordance with Section 5(b) of the Lease;

(ii) 365 days after the commencement of the Development and Construction Period, except that such Period shall automatically extend for up to two (2) additional periods of six (6) months each for permitting, construction and interconnection delays, or for changes in solar market conditions regarding solar programs promulgated by a Government Authority. Additionally, the Development and Construction Period shall be further extended automatically on a monthly basis for delays by the Utility in the completing interconnection upgrades or in interconnecting the Facility. Upon Landlord's reasonable request, Tenant shall provide evidence that it continues to actively pursue developing the Facility; or

(iii) the day after the Commercial Operation Date.

If the Development and Construction Period terminates by passage of time under Subsection (ii), the Operations Period shall automatically commence with no action being required of either Party. Termination of the Lease in accordance with Section 5(a)(i)(A) or Section 5(a)(i)(B) of the Lease shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination.

(b) Operations Period. The Operations Period will commence at 12:01 a.m. on the day after the Development and Construction Period ends and will end at 11:59 p.m. on the 20th anniversary of the Commercial Operation Date. Tenant may extend the Operations Period, first for one (1) ten (10) year term, and then for one or both of two (2) additional five (5) year terms. Termination of the Lease in accordance with Section 5(b) of the Lease shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination.

(c) Decommissioning Period. The Decommissioning Period shall begin when the Operations Period and any extensions thereto expire, and shall continue for a period of 180 days, (provided that if such 180 day term begins or ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to the next-occurring July 31) whereupon this Lease shall expire and shall be of no further force and effect, except that such termination shall not release or modify any of the obligations of the Parties arising prior to such termination.

4. MISCELLANEOUS. THIS MEMORANDUM IS RECORDED SOLELY FOR THE PURPOSE OF GIVING NOTICE TO THIRD PARTIES OF THE LEASE, ALL OF THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF HEREIN SET FORTH IN FULL. NOTHING CONTAINED IN THIS MEMORANDUM IS INTENDED TO OR DOES MODIFY OR EXPAND IN ANY WAY ANY OF THE TERMS OR PROVISIONS OF THE LEASE, AND THE LEASE SHALL DETERMINE AND GOVERN THE RIGHTS AND DUTIES OF LANDLORD AND TENANT IN ALL RESPECTS.

5. COUNTERPARTS. THIS MEMORANDUM MAY BE EXECUTED BY THE PARTIES ON SEPARATE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH, TAKEN TOGETHER, SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

[SIGNATURE PAGES FOLLOW]

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

LANDLORD:

Gary Bennett

By: Gary Bennett
Name: Gary Bennett

STATE OF Illinois)
) SS.
COUNTY OF Kendall)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Gary Bennett, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument in such capacity as aforesaid, as his own free and voluntary act and as the free and voluntary act of said Landlord, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2022.

Robin E. Guzman
Notary Public

My commission expires: "OFFICIAL SEAL"
ROBIN E GUZMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/26/2023

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

LANDLORD:

Betty Bennett

By: Betty Bennett
Name: Betty Bennett

STATE OF Illinois)
) SS.
COUNTY OF Kendall)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Betty Bennett, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument in such capacity as aforesaid, as her own free and voluntary act and as the free and voluntary act of said Landlord, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2022.

Robin E. Guzman
Notary Public

My commission expires:

"OFFICIAL SEAL"
ROBIN E GUZMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/26/2023

TENANT:

Nexamp Solar, LLC,
a Delaware limited liability company

By: _____
Name: Christopher F. Clark
Title: Senior Vice President

STATE OF MASSACHUSETTS)
) SS.
COUNTY OF SUFFOLK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Christopher F. Clark, the Senior Vice President of Nexamp Solar, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument in such capacity as aforesaid, as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

_____
Notary Public

My commission expires: _____

EXHIBIT A

Legal Description of the Property

This Exhibit A may be replaced by Tenant with description(s) from a title commitment obtained by Tenant, at Tenant's option, that describe the Property in order to fix any errors or omissions in the original description of the Property.

Tract I

That Part of the Southwest Quarter of Section 8 AND Part of the Northwest Quarter of Section 17, Township 37 North, Range 7 East of the Third Principal Meridian, Described as Follows: Commencing at the Southwest Corner of said Southwest Quarter; Thence North 0 degrees, 09 minutes, 48 seconds East along the West Line of Said Southwest Quarter, 37.42 feet; Thence North 88 degrees, 28 minutes, 22 seconds East parallel with the South Line of said Southwest Quarter, 272.68 feet; Thence North 0 degrees, 46 minutes, 58 seconds West, 200.71 feet for a Point of Beginning; Thence North 0 degrees, 52 minutes, 50 seconds West 1,057.46 feet; Thence North 88 degrees, 42 minutes, 24 seconds East, 857.86 feet; Thence North 0 degrees, 00 minutes, 30 seconds West 375.0 feet; Thence North 52 degrees, 02 minutes, 07 seconds East, 315.0 feet, Thence North 0 degrees, 02 minutes, 07 seconds East, 800.0 feet to the North Line of said Southwest Quarter, Thence North 88 degrees, 30 minutes, 33 seconds East, along said North Line, 1,306.96 feet to the Center of said Section 8; Thence South 0 degrees, 04 minutes, 03 seconds East along the East Line of said Southwest Quarter, 1,609.56 feet to a point which is 1,044.12 feet Northerly of the Southeast Corner of said Southwest Quarter, Thence South 59 degrees, 25 minutes, 57 seconds West, 694.32 feet; Thence South 81 degrees, 55 minutes, 57 seconds West, 349.80 feet; Thence South 51 degrees, 55 minutes, 57 seconds West 280.50 feet, Thence South 39 degrees, 55 minutes, 57 seconds West, 153.78 feet; Thence South 86 degrees, 06 minutes, 25 seconds West, 38.0 feet; Thence South 33 degrees, 09 minutes, 12 seconds West, 343.0 feet; Thence South 16 degrees, 38 minutes, 23 seconds West 379.0 feet to the center line of Corneils Road, Thence North 85 degrees, 20 minutes, 25 seconds West along said center line 596.0 feet to a line drawn South 0 degrees, 21 minutes, 50 seconds East, parallel with the West Line of said Northwest Quarter, from a point on the South Line of said Southwest Quarter which is 475.50 feet, normally distinct, Easterly of the West Line of said Southwest Quarter; Thence North 0 degrees, 21 minutes, 50 seconds West, along said parallel line, 194.89 feet to said South Line; Thence North 0 degrees, 09 minutes, 48 seconds East, parallel with the West Line of said Southwest Quarter, 236.13 feet to a line drawn North 89 degrees, 02 minutes, 55 seconds East from the Point of Beginning, Thence South 89 degrees, 02 minutes, 55 seconds West, 209.29 feet to a Point of Beginning;

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PIN 02-08-300-012

COMMON ADDRESS: 10791 Corneils Rd Plano, IL 60545

EXHIBIT B

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Illinois Department of Agriculture

JB Pritzker, Governor
Jerry Costello II, Director

Bureau of Land and Water Resources
State Fairgrounds • P.O. Box 19281 • Springfield, IL 62794-9281 • 217/782-6297 • TDD 866/287-2999 • Fax 217/557-0993

December 5, 2023

Dear Landowner:

As the landowner across which the Corneils Road Solar, LLC is planning to construct a community scale solar farm and related ±4.99 MW Commercial Solar Energy Facility, that will consist of solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers, the Illinois Department of Agriculture would like to inform you of the following matter.

Effective December 4, 2023, Corneils Road Solar, LLC and the Illinois Department of Agriculture (IDOA) entered into an Agricultural Impact Mitigation Agreement (AIMA) establishing standards and policies that Corneils Road Solar, LLC will follow as it constructs a ±4.99 MW community scale commercial Solar Energy Facility over agricultural land in Kendall County. The enclosed AIMA will provide a high level of protection to such land, but it may not address specific concerns that you may have. Such concerns must be addressed individually in your own easement contract to accomplish your specific goals.

As you review the AIMA, you may identify procedures that you would like to change. Your right to negotiate changes is preserved by Paragraph B. on page one of the AIMA. It states, "Except for Section 17B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities." It is your decision as to whether you discuss the changes you desire with the right-of-way agent that is assigned to you. Of course, you also have the option to seek your own attorney to make sure your interests are protected.

As you consider your personal interests, you may want to include the owner indemnification clause in your individual easement agreement to protect yourself, your family and future heirs against future claims or expenses arising from the commercial solar energy facility's construction, repairs and maintenance. This item is covered in Section 16 of the AIMA. We feel it is best that such issues are left to landowners to address in their individual easement contracts if specific items are of concern.

Please note that although the IDOA has entered the AIMA with the Corneils Road Solar, LLC it does not constitute our endorsement of the project. The AIMA's sole purpose is to provide a high level of protection to landowners and agricultural land that will be impacted by the construction of the Solar Farm.

If you have questions, feel free to contact Jeffrey Evers of my staff at 217-785-5594, the address listed above or agr.aima@illinois.gov.

Sincerely,

Brian Rennecker, Chief
Bureau of Land and Water Resources

Enclosure
BR:JE

cc: Jerry Costello II, IDOA Director
Tess Feagans, IDOA
Bill Bodine, Laura Harmon - IL Farm Bureau
Garrett W. Thalgott – IL Farm Bureau
Kendall Co. Farm Bureau Manager
Kendall Co. Soil and Water Conservation District (SWCD)
Regional Representatives

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Corneils Road Solar, LLC

and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
Kendall County, Illinois

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

Corneils Road Solar, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.99MWac Commercial Solar Energy Facility in Kendall County [GPS Coordinates: 41.6967, -88.46004], which will consist of up to 36 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.

B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.

C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.

E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.

F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.

G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.

H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.

I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.

J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.

K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.

M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment	When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.

B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.

C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:

1. a minimum of 5 feet of top cover where they cross Cropland.
2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or

2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.

G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

C. **Maintaining Surrounding Area Subsurface Drainage**

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. **Re-establishing Subsurface Drainage Within Facility Footprint**

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.

B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.

C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.

B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.

C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.

D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.

B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.

C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.

B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.

C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.

C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.

D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:

1. Solar panels, cells and modules;
2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
9. Debris and litter generated by Deconstruction and Deconstruction crews.

B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.

C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.

D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.

F. Upon Abandonment the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Corneils Road Solar, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Kendall County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

Jerry Costello II

By: Jerry Costello II, Director 4

Clay Nordsieh

By ~~Tess Feagans, General Counsel~~
Clay Nordsieh, Deputy General Counsel

801 E. Sangamon Avenue, 62702
State Fairgrounds, POB 19281 Springfield,
IL 62794-9281

12/4, 2023

Corneils Road Solar, LLC

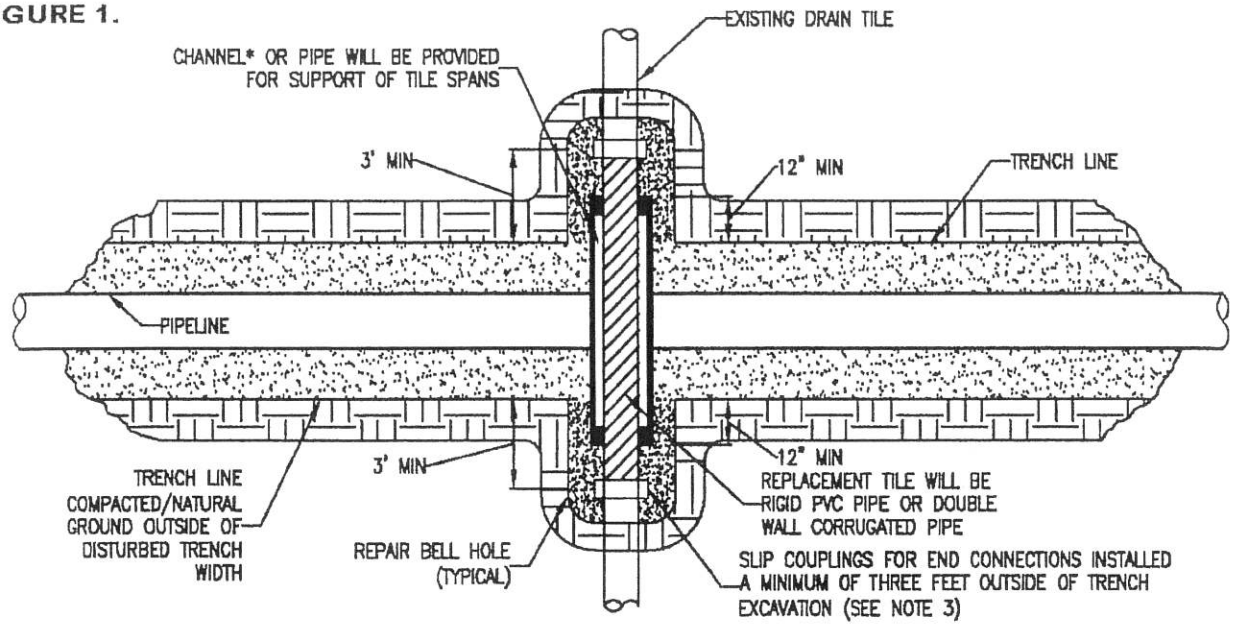
By Matthew Walsh, VP of Business Devel

101 N. Wacker Suite 200
Chicago, IL 60606

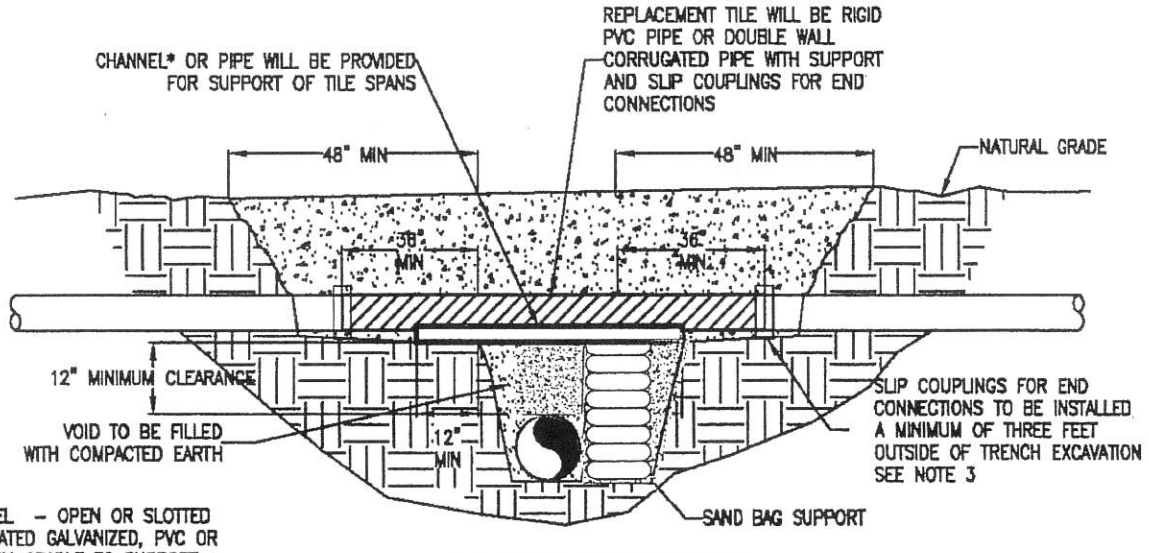
Address

November 22, 2023

FIGURE 1.



PLAN
N.T.S.



*CHANNEL – OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

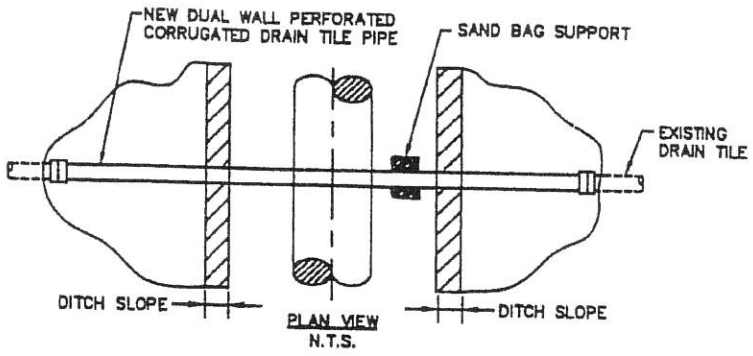
CROSS SECTION
N.T.S.

NOTE:

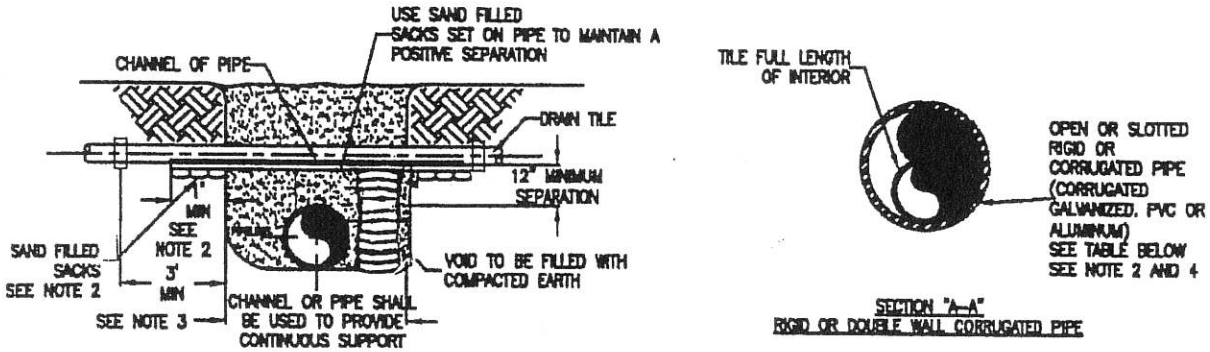
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



PLAN VIEW



END VIEWS

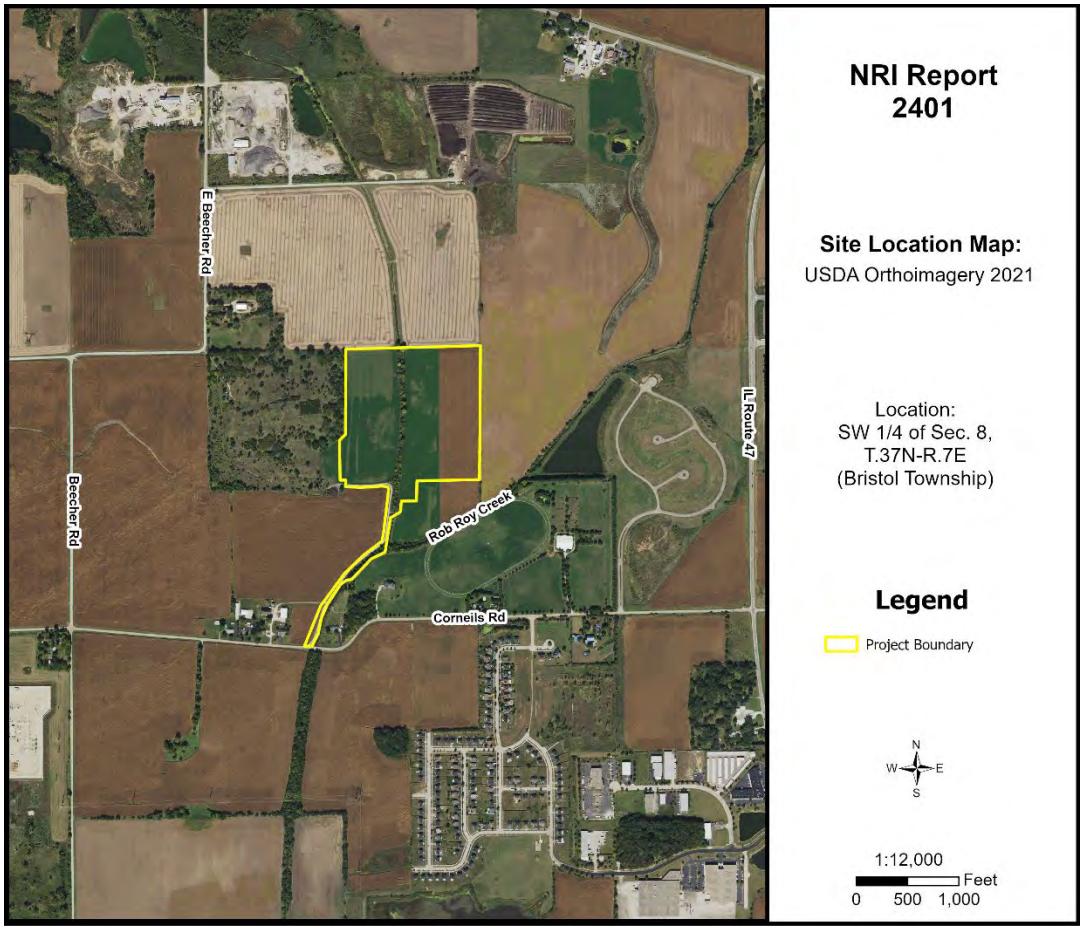
MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4"-5"	5" @ 8.7 #/ft	6"	STD. WT.
8"-9"	7" @ 9.8 #/ft	9"-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

NATURAL RESOURCE INFORMATION (NRI) REPORT: #2401



Jan. 2024

Petitioner: Corneils Road Solar, LLC
Contact: Matt Kwiatkowski (Nexamp)

Prepared By:

Kendall County Soil & Water Conservation District

7775A Route 47
Yorkville, Illinois 60560
Phone: (630) 553-5821 x3
www.kendallswcd.org

KENDALL COUNTY SOIL AND WATER CONSERVATION DISTRICT NATURAL RESOURCE INFORMATION (NRI) REPORT

Natural Resource Information Report Number	2401
Date District Board Reviews Application	January 2024
Applicant's Name	Corneils Road Solar, LLC
Size of Parcel	(+/-) 41.0 acres
Current Zoning & Use	A-1 Agricultural Special Use (Kendall County), R-1 Single-Family Residence (City of Yorkville); Agricultural field
Proposed Zoning & Use	A-1 Agricultural Special Use; Solar Facility
Parcel Index Number(s)	02-08-300-008, 02-08-300-011, 02-08-300-012
Contact Person	Matt Kwiatkowski (Nexamp)

Copies of this report or notification of the proposed land-use change was provided to:	**Yes**	**No**
The Applicant	X	
The Applicant's Legal Representation		X
The Local/Township Planning Commission	X	
The Village/**City**/County Planning and Zoning Department or Appropriate Agency	X	
The Kendall County Soil and Water Conservation District Files	X	

Report Prepared By: *Alyse Olson* Position: *Resource Conservationist*

PURPOSE AND INTENT

The purpose of this report is to provide officials of the local governing body and other decision-makers with natural resource information. This information may be useful when undertaking land use decisions concerning variations, amendments or relief of local zoning ordinances, proposed subdivision of vacant or agricultural lands and the subsequent development of these lands. This report is a requirement under Section 22.02a of the Illinois Soil and Water Conservation Districts Act.

The intent of this report is to present the most current natural resource information available in a readily understandable manner. It contains a description of the present site conditions, the present resources, and the potential impacts that the proposed change may have on the site and its resources. The natural resource information was gathered from standardized data, on-site investigations and information furnished by the petitioner. This report must be read in its entirety so that the relationship between the natural resource factors and the proposed land use change can be fully understood.

Due to the limitations of scale encountered with the various resource maps, the property boundaries depicted in the various exhibits in this report provide a generalized representation of the property location and may not precisely reflect the legal description of the PIQ (Parcel in Question).

This report, when used properly, will provide the basis for proper land use change decisions and development while protecting the natural resource base of the county. It should not be used in place of detailed environmental and/or engineering studies that are warranted under most circumstances, but in conjunction with those studies.

The conclusions of this report in no way indicate that a certain land use is not possible, but it should alert the reader to possible problems that may occur if the capabilities of the land are ignored. Any questions on the technical data supplied in this report or if anyone feels that they would like to see more additional specific information to make the report more effective, please contact:

Kendall County Soil and Water Conservation District
7775A Route 47, Yorkville, IL 60560
Phone: (630) 553-5821 ext. 3
E-mail: Alyse.Olson@il.nacdnet.net

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EXECUTIVE SUMMARY

Natural Resource Information Report Number	#2401
Petitioner	Corneils Road Solar, LLC
Contact Person	Matt Kwiatkowski (Nexamp)
County or Municipality the Petition is Filed With	United City of Yorkville
Location of Parcel	Southwest ¼ of Section 8, Township 37 North, Range 7 East (Bristol Township) of the 3rd Principal Meridian
Project or Subdivision Name	Corneils Road Solar
Existing Zoning & Land Use	A-1 Agricultural Special Use (Kendall County), R-1 Single-Family Residence (City of Yorkville); Agricultural field
Proposed Zoning & Land Use	A-1 Agricultural Special Use; Solar Facility
Proposed Water Source	Not applicable
Proposed Type of Sewage Disposal System	Not applicable
Proposed Type of Storm Water Management	Not indicated
Size of Site	(+/-) 41.0 acres
Land Evaluation Site Assessment (LESA) Score	(Land Evaluation: 95; Site Assessment: N/A)

NATURAL RESOURCE CONSIDERATIONS

SOIL INFORMATION

Based on information from the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) 2008 Kendall County Soil Survey, this project area contains the soil types shown in Figure 1 and Table 1. Please note this does not replace the need for or results of onsite soil testing. If completed, please refer to onsite soil test results for planning/engineering purposes.

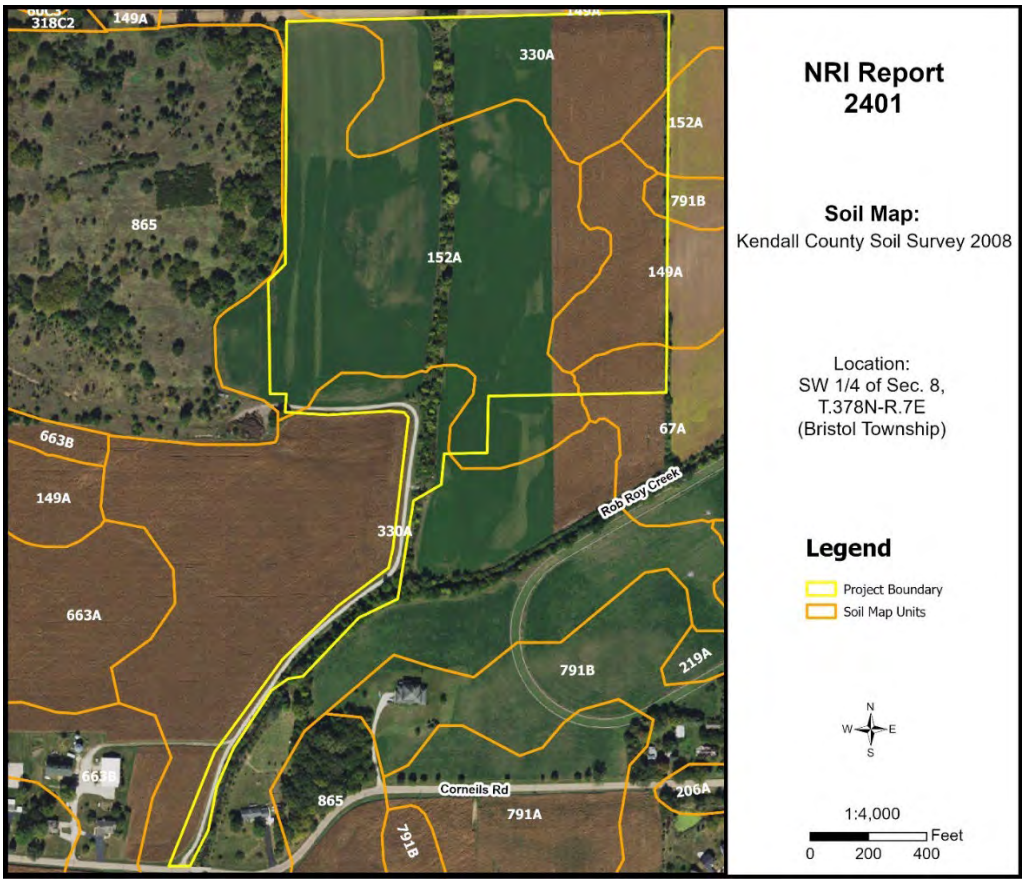


Figure 1: Soil Map

Table 1: Soils Information

Soil Type	Soil Name	Drainage Class	Hydrologic Group	Hydric Designation	Farmland Designation	Acres	% Area
67A	Harpster silty clay loam, 0-2% slopes	Poorly Drained	B/D	Hydric	Prime Farmland if Drained	0.6	1.4%
149A	Brenton silt loam, 0-2% slopes	Somewhat Poorly Drained	B/D	Non-Hydric with Hydric Inclusions	Prime Farmland	4.3	10.1%
152A	Drummer silty clay loam, 0-2% slopes	Poorly Drained	B/D	Hydric	Prime Farmland if Drained	23.4	54.5%
330A	Peotone silty clay loam, 0-2% slopes	Very Poorly Drained	C/D	Hydric	Prime Farmland if Drained	14.4	33.5%
791B	Rush silt loam, 2-4% slopes	Well Drained	B	Non-Hydric	Prime Farmland	0.2	0.5%

Hydrologic Soil Groups – Soils have been classified into four (A, B, C, D) hydrologic groups based on runoff characteristics due to rainfall. If a soil is assigned to a dual hydrologic group (A/D, B/D or C/D), the first letter is for drained areas and the second letter is for undrained areas.

- **Hydrologic group A:** Soils have a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.
- **Hydrologic group B:** Soils have a moderate infiltration rate when thoroughly wet, consist chiefly of moderately deep to deep, moderately well drained to well drained soils that have a moderately fine to moderately coarse texture. These soils have a moderate rate of water transmission.
- **Hydrologic group C:** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.
- **Hydrologic group D:** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Hydric Soils – A hydric soil is one that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile that supports the growth or regeneration of hydrophytic vegetation. Soils with hydric inclusions have map units dominantly made up of non-hydric soils that may have inclusions of hydric soils in the lower positions on the landscape. Of the soils found onsite, three are classified as hydric soil (67A Harpster silty clay loam, 152A Drummer silty clay loam, and 330A Peotone silty clay loam), one is classified as non-hydric soil (791B Rush silt loam), and one is classified as non-hydric soil with hydric inclusions likely (149A Brenton silt loam).

Prime Farmland – Prime farmland is land that has the best combination of physical and chemical characteristics for agricultural production. Prime farmland soils are an important resource to Kendall County and some of the most productive soils in the United States occur locally. Of the soils found onsite, two are designated as prime farmland (149A Brenton silt loam and 791B Rush silt loam) and three are designated as prime farmland if drained (67A Harpster silty clay loam, 152A Drummer silty clay loam, and 330A Peotone silty clay loam).

Soil Limitations – The USDA-NRCS Web Soil Survey rates the limitations of soils for dwellings, small commercial buildings, solar arrays, shallow excavations, lawns/landscaping, local roads and streets, etc. Soils have different properties which influence the development of building sites. The USDA-NRCS classifies soils as Not Limited, Somewhat Limited, and Very Limited. Soils that are Not Limited indicates that the soil has properties that are favorable for the specified use. They will perform well and will have low maintenance. Soils that are Somewhat Limited are moderately favorable, and their limitations can be overcome through special planning, design, or installation. Soils that are Very Limited have features that are unfavorable for the specified use, and their limitations cannot easily be overcome.

Table 2: Soil Limitations

Soil Type	Solar Arrays, Soil-Penetrating Anchor Systems	Solar Arrays, Ballast Anchor Systems	Shallow Excavations	Lawns/ Landscaping
67A	Very Limited	Very Limited	Very Limited	Very Limited
149A	Very Limited	Very Limited	Very Limited	Somewhat Limited
152A	Very Limited	Very Limited	Very Limited	Very Limited
330A	Very Limited	Very Limited	Very Limited	Very Limited
791B	Very Limited	Very Limited	Somewhat Limited	Somewhat Limited

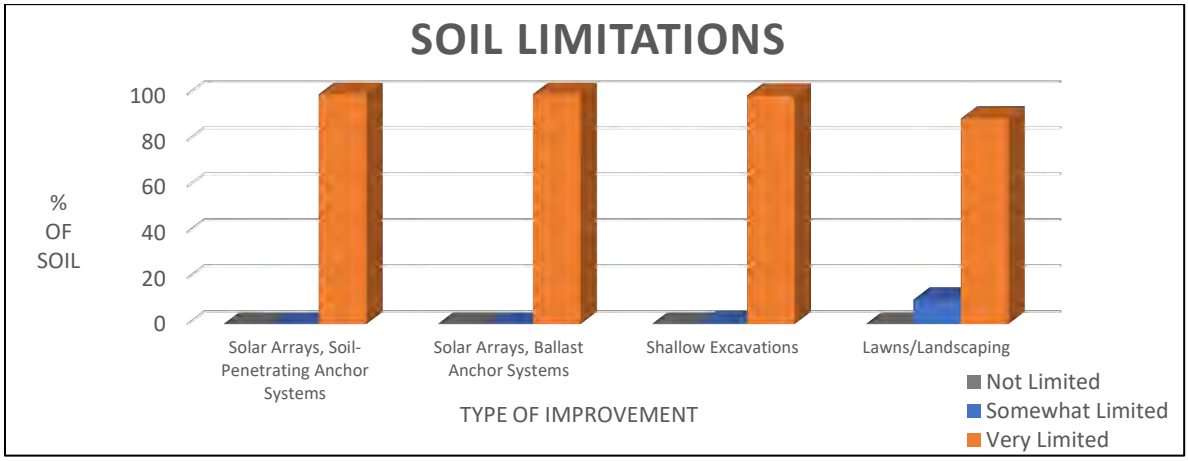


Figure 2: Soil Limitations

KENDALL COUNTY LAND EVALUATION AND SITE ASSESSMENT (LESA)

Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land-uses, and urban growth factors. The LESA system is a two-step procedure that includes:

- **Land Evaluation (LE)**: The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland, or forestland. The best group is assigned a value of 100 and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.
    - The Land Evaluation score for this site is **95**, indicating that the soils are **well suited** for agricultural uses.
- **Site Assessment (SA)**: The site is numerically evaluated according to important factors that contribute to the quality of the site. Each factor selected is assigned values in accordance with the local needs and objectives. The Site Assessment value is based on a 200-point scale and accounts for 2/3 of the total score. The Kendall County LESA Committee is responsible for this portion of the LESA system. **Please Note**: A land evaluation (LE) score will be compiled for every project parcel. However, when a parcel is located within municipal planning boundaries, a site assessment

(SA) score is not compiled as the scoring factors are not applicable. As a result, only the LE score is available, and a full LESA score is unavailable for the parcel.

- The Site Assessment score for this site is **not applicable**.

WETLANDS

The U.S. Fish & Wildlife Service's National Wetlands Inventory map indicates the presence of wetland(s)/waters on the proposed project site. To determine if a wetland is present, a wetland delineation specialist, who is recognized by the U.S. Army Corps of Engineers, should determine the exact boundaries and value of the wetlands. A Wetland Determination/Delineation Report dated September 1, 2023, was prepared by Atwell, LLC. The results of their review indicated the presence of two watercourses on the site (Rob Roy Creek and an unnamed tributary of Rob Roy Creek).

FLOODPLAIN

The Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Kendall County, Community Panel No. 17093C0030G (effective date February 4, 2009) was reviewed to determine the presence of floodplain and floodway areas within the project site. According to the map, the site does not likely contain areas of regulated floodplain or floodway.

SEDIMENT AND EROSION CONTROL

Development on this site should include an erosion and sediment control plan in accordance with local, state, and federal regulations. Soil erosion on construction sites is a resource concern as suspended sediment from areas undergoing development is a primary nonpoint source of water pollution. Please consult the *Illinois Urban Manual* (https://illinoisurbanmanual.org/) for appropriate best management practices.

STORMWATER POLLUTION

A National Pollutant Discharge Elimination System (NPDES) permit (Permit No. ILR10) from the Illinois Environmental Protection Agency (IEPA) is required for stormwater discharges from construction sites that will disturb 1 or more acres of land. Conditions of the NPDES ILR10 permit require the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) to reduce stormwater pollutants on the construction site before they can cause environmental issues.

ECOLOGICAL CONSIDERATIONS

Developers of solar project sites are encouraged to plant native groundcover. Native shrubs, grasses, and wildflowers offer benefits such as improved erosion control, pesticide avoidance, stormwater infiltration, wildlife habitat, and reduced overall maintenance. Naturalized areas, once established, are more drought tolerant, require little to no fertilization, and only need to be mowed once or twice a year. Native fruiting and flowering plants also provide a food source and habitat for native pollinators which offer the ecological service of pollinating our agricultural crops.

The District recognizes two potential sources of water pollution from solar farms including cracked panels and oil leaks or spills from transformers. Cracked panels can leach toxic materials if many broken panels are exposed to precipitation over a long period of time. To prevent this issue, solar farm operators should regularly inspect for cracked panels. Cracked or broken panels must be immediately stored under protective cover and should be periodically transported offsite for recycling or proper offsite storage.

Electrical transformers are used to increase output voltage from solar farms to the electrical grid. These transformers contain oil, which can leak or spill resulting in environmental damage. To reduce environmental damage, biodegradable oil can be used in the transformers. Larger transformers typically use mineral-based oil unless biodegradable oil is specifically requested. Leaks and spills of biodegradable oil must still be prevented, but the risk for groundwater contamination would be reduced and clean-up efforts simplified in the event of a release. Secondary containment systems such as trays, membranes, or vaults can also be used in the event of a leak or spill. Containment systems must be designed to manage stormwater so adequate containment volume is maintained. This would be the responsibility of the solar developer.

LAND USE FINDINGS:

The Kendall County Soil and Water Conservation District (SWCD) Board has reviewed the proposed site plans for Corneils Road Solar, LLC. The petitioner is requesting a change in zoning from R-1 Single Family Residence to A-1 Agricultural and a Special Use Permit on three parcels (Parcel Index Number 02-08-300-008, 02-08-300-011, 02-08-300-012) to construct a (+/-) 41.0-acre solar development within Bristol Township of Kendall County, IL located in Section 8, Township 37 North, and Range 7 East of the 3rd Principal Meridian. Based on the information provided by the petitioner and a review of natural resource related data available to the Kendall County SWCD, the SWCD Board presents the following information.

The Kendall County SWCD has always had the opinion that prime farmland soils should be preserved whenever feasible due to their highly productive qualities for growing agriculturally important grain and fiber crops in our community. Of the soils found onsite, 100% are designated as prime farmland or prime farmland if drained. A land evaluation (LE), which is a part of the Land Evaluation and Site Assessment (LESA), was conducted on this parcel. The soils on this parcel scored a 95 out of a possible 100 points indicating that the soils are well suited for agricultural uses. A site assessment (SA) was not completed on this parcel. When a parcel is located within municipal planning boundaries, a site assessment score is not compiled as the scoring factors are not applicable.

Soils found on the project site are rated for specific uses and can have potential limitations for development. Soil types with severe limitations do not preclude the ability to develop the site for the proposed use, but it is important to note that the limitation may require soil reclamation, special design/engineering, or maintenance to obtain suitable soil conditions to support development with significant limitations. This report indicates that for soils located on the parcel, 100% are considered very limited for solar arrays (soil-penetrating & ballast anchor systems), 99.5% are very limited for shallow excavations, and 89.4% are very limited for lawns/landscaping. The remaining soils are considered somewhat limited for these types of developments/uses. This information is based on the soil in an undisturbed state.

This site is located within the Lower Fox River watershed and the Rob Roy Creek sub watershed. This development should include a soil erosion and sediment control plan to be implemented during construction. It is critical to have vegetative cover during and after construction to protect the soil from erosion. Sediment may become a primary non-point source of pollution; eroded soils during the construction phase can create unsafe conditions on roadways, degrade water quality and destroy aquatic ecosystems lower in the watershed.

The Kendall County SWCD strongly recommends the use of native ground cover, specifically plant varieties beneficial to pollinator species, be used to vegetate the site. Native vegetation benefits soil health, creates habitat, provides resiliency to drought and prolonged wet conditions, and reduces maintenance needs after successful establishment.

For intense use, it is recommended that a drainage tile survey be completed on the parcel to locate the subsurface drainage tile and should be taken into consideration during the land use planning process. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. Impaired tile may affect a few acres or hundreds of acres of drainage.

The information that is included in this Natural Resources Information Report is to assure that the Land Developers take into full consideration the limitations of that land that they wish to develop. Guidelines and recommendations are also a part of this report and should be considered in the planning process. The Natural Resource Information Report is required by the Illinois Soil and Water Conservation District Act (Ill. Complied Statues, Ch. 70, Par 405/22.02a).

SWCD Board Representative

1/8/24
Date

PARCEL LOCATION

Southwestern ¼ of Section 8, Township 37 North, Range 7 East (Bristol Township). These parcels contain approximately 41.0 acres and are located north of Corneils Road, east of Beecher Road, south of Galena Road, and west of Illinois Route 47.

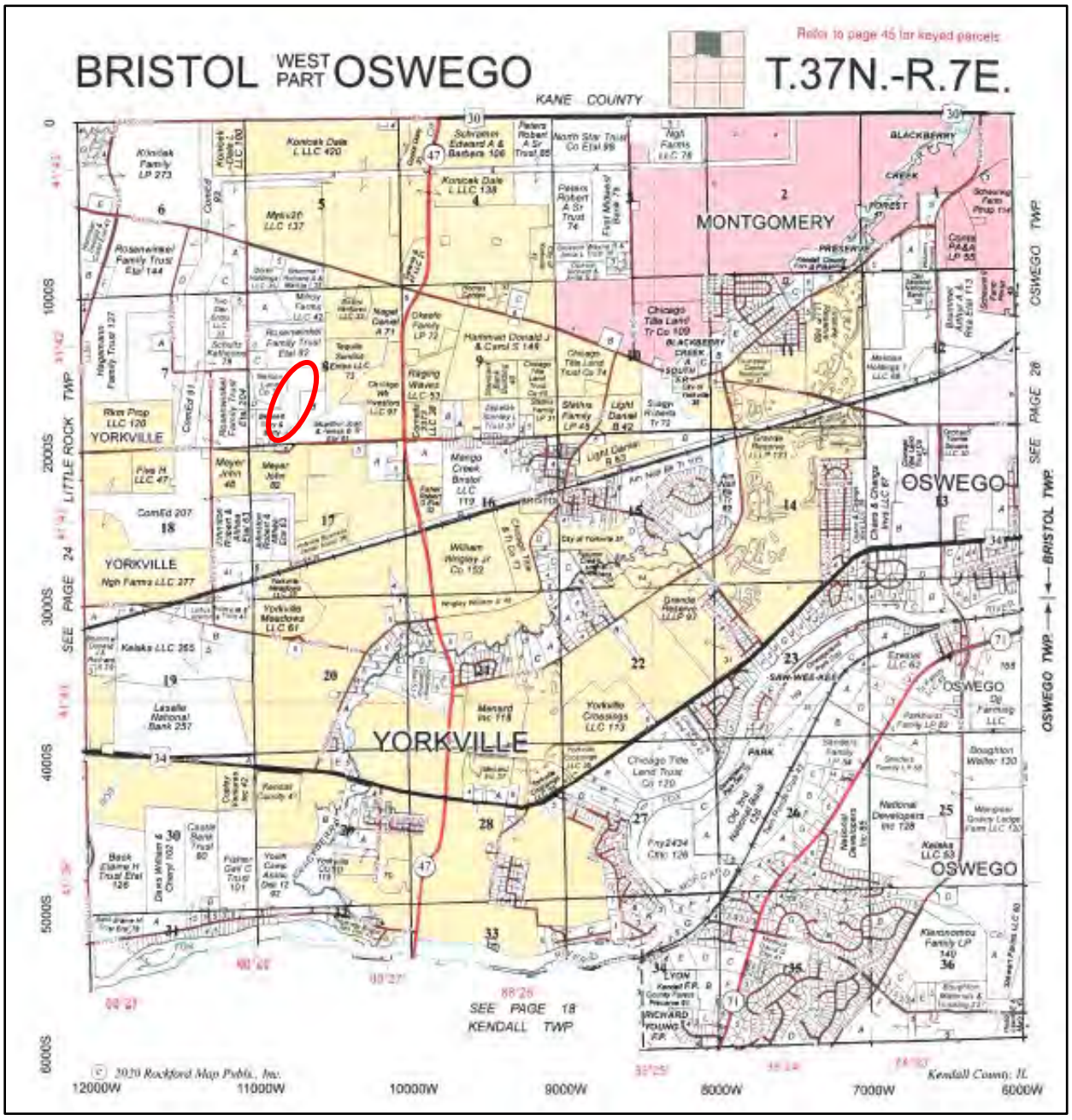


Figure 3: 2021 Plat Map

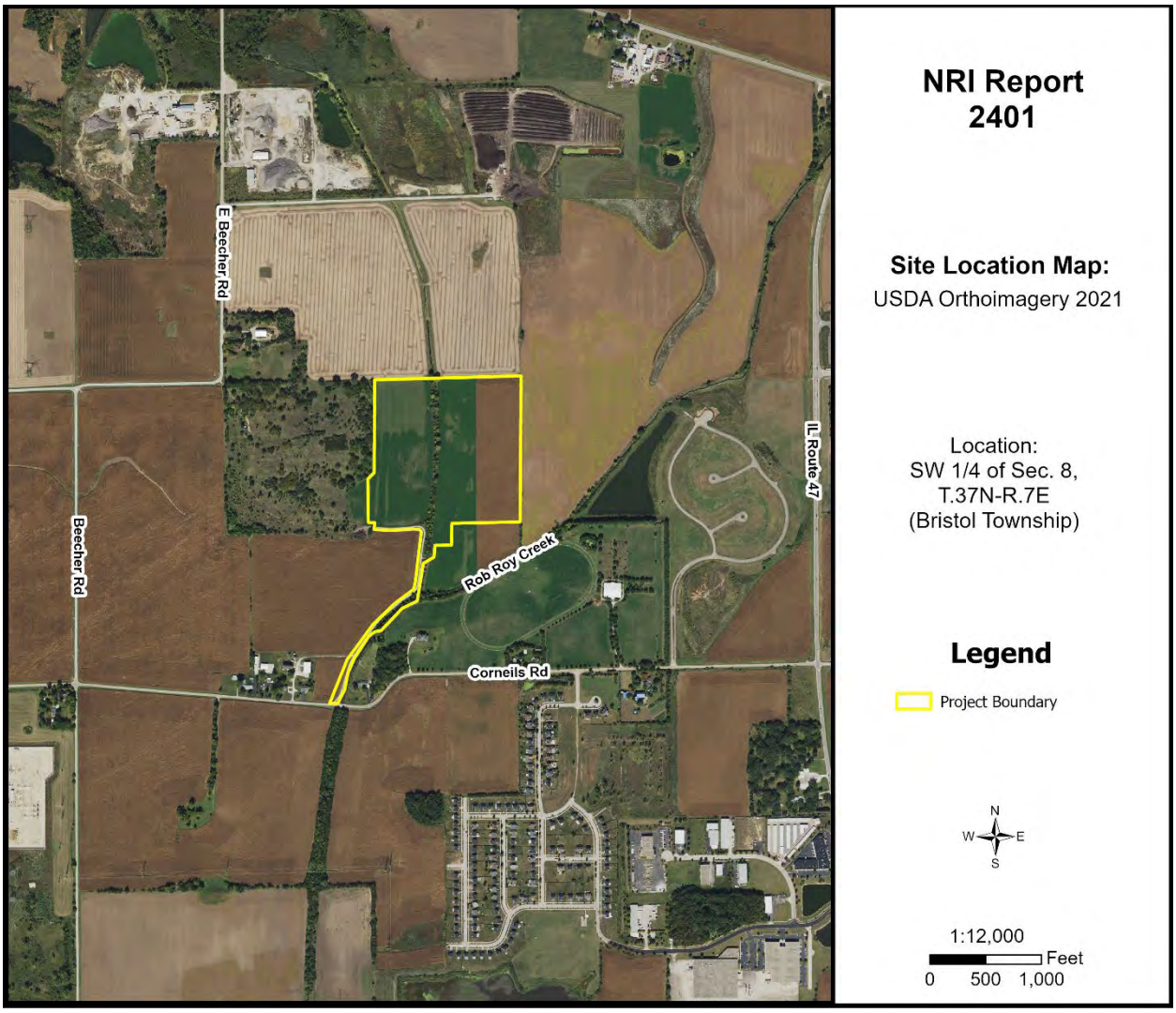


Figure 4: 2021 Aerial Map with NRI Project Boundary

ARCHAEOLOGIC/CULTURAL RESOURCES INFORMATION

Simply stated, cultural resources are all the past activities and accomplishments of people. They include the following: buildings; objects made or used by people; locations; and less tangible resources, such as stories, dance forms, and holiday traditions.

The Soil and Water Conservation District most often encounters cultural resources as historical properties. These may be prehistoric or historical sites, buildings, structures, features, or objects. The most common type of historical property that the Soil and Water Conservation District may encounter is non-structural archaeological sites. These sites often extend below the soil surface and must be protected against disruption by development or other earth moving activity if possible. Cultural resources are *non-renewable* because there is no way to "grow" a site to replace a disrupted site.

Landowners with historical properties on their land have ownership of that historical property. However, the State of Illinois owns all the following: human remains, grave markers, burial mounds, and artifacts associated with graves and human remains.

Non-grave artifacts from archaeological sites and historical buildings are the property of the landowner. The landowner may choose to disturb a historical property but may not receive federal or state assistance to do so. If an earth moving activity disturbs human remains, the landowner must contact the county coroner within 48 hours.

The Illinois State Historic Preservation Office has not been notified of the proposed land use change by the Kendall County SWCD. The applicant may need to contact them according to current Illinois law.

ECOLOGICALLY SENSITIVE AREAS

WHAT IS BIOLOGICAL DIVERSITY AND WHY SHOULD IT BE CONSERVED?[1]

Biological diversity, or biodiversity, is the range of life on our planet. A more thorough definition is presented by botanist Peter H. Raven: "At the simplest level, biodiversity is the sum total of all the plants, animals, fungi and microorganisms in the world, or in a particular area; all of their individual variation; and all of the interactions between them. It is the set of living organisms that make up the fabric of the planet Earth and allow it to function as it does, by capturing energy from the sun and using it to drive all of life's processes; by forming communities of organisms that have, through the several billion years of life's history on Earth, altered the nature of the atmosphere, the soil and the water of our Planet; and by making possible the sustainability of our planet through their life activities now" (Raven 1994).

It is not known how many species occur on our planet. Presently, about 1.4 million species have been named. It has been estimated that there are perhaps 9 million more that have not been identified. What is known is that they are vanishing at an unprecedented rate. Reliable estimates show extinction occurring at a rate several orders of magnitude above "background" in some ecological systems (Wilson 1992, Hoose 1981).

The reasons for protecting biological diversity are complex, but they fall into four major categories. First, loss of diversity generally weakens entire natural systems. Healthy ecosystems tend to have many natural checks and balances. Every species plays a role in maintaining this system. When simplified by the loss of diversity, the system becomes more susceptible to natural and artificial perturbations. The chances of a system-wide collapse increase. In parts of the midwestern United States, for example, it was only the remnant areas of natural prairies that kept soil intact during the dust bowl years of the 1930s (Roush 1982).

Simplified ecosystems are almost always expensive to maintain. For example, when synthetic chemicals are relied upon to control pests, the target species are not the only ones affected. Their predators are almost always killed or driven away, exasperating the pest problem. In the meantime, people are unintentionally breeding pesticide-resistant pests. A process has begun where people become perpetual guardians of the affected area, which requires the expenditure of financial resources and human ingenuity to keep the system going.

A second reason for protecting biological diversity is that it represents one of our greatest untapped resources. Great benefits can be reaped from a single species. About 20 species provide 90% of the world's food. Of these 20, just three, wheat, maize, and rice-supply over one half of that food. American wheat farmers need new varieties every five to 15 years to compete with pests and diseases. Wild strains of wheat are critical genetic reservoirs for these new varieties.

Further, every species is a potential source of human medicine. In 1980, a published report identified the market value of prescription drugs from higher plants at over $3 billion. Organic alkaloids, a class of

chemical compounds used in medicines, are found in an estimated 20% of plant species. Yet only 2% of plant species have been screened for these compounds (Hoose 1981).

The third reason for protecting diversity is that humans benefit from natural areas and depend on healthy ecosystems. The natural world supplies our air, our water, our food and supports human economic activity. Further, humans are creatures that evolved in a diverse natural environment between forest and grasslands. People need to be reassured that such places remain. When people speak of "going to the country," they generally mean more than getting out of town. For reasons of their own sanity and wellbeing, they need a holistic, organic experience. Prolonged exposure to urban monotony produces neuroses, for which cultural and natural diversity cure.

Historically, the lack of attention to biological diversity, and the ecological processes it supports, has resulted in economic hardships for segments of the basin's human population.

The final reason for protecting biological diversity is that species and natural systems are intrinsically valuable. The above reasons have focused on the benefits of the natural world to humans. All things possess intrinsic value simply because they exist.

BIOLOGICAL RESOURCES CONCERNING THE SUBJECT PARCEL

As part of the Natural Resources Information Report, staff checks office maps to determine if any nature preserves or ecologically sensitive areas are in the general vicinity of the parcel in question. If there is a nature preserve in the area, then that resource will be identified as part of the report. The SWCD recommends that every effort be made to protect that resource. Such efforts should include, but are not limited to erosion control, sediment control, stormwater management, and groundwater monitoring.

Office maps indicate that ecologically sensitive area(s) are located on or near the parcel in question (PIQ). Rob Roy Creek and an unnamed tributary of Rob Roy Creek flow through the PIQ. Rob Roy Creek is a tributary of the Fox River.

[1]Taken from *The Conservation of Biological Diversity in the Great Lakes Ecosystem: Issues and Opportunities*, prepared by the Nature Conservancy Great Lakes Program 79W. Monroe Street, Suite 1309, Chicago, IL 60603, January 1994.

SOILS INFORMATION

IMPORTANCE OF SOILS INFORMATION

Soils information comes from the Natural Resources Conservation Service Soil Maps and Descriptions for Kendall County. This information is important to all parties involved in determining the suitability of the proposed land use change.

Each soil polygon is given a number, which represents its soil type. The letter found after the soil type number indicates the soils slope class.

Each soil map unit has limitations for a variety of land uses such as septic systems, buildings with basements, and buildings without basements. It is important to remember that soils do not function independently of each other. The behavior of a soil depends upon the physical properties of adjacent soil types, the presence of artificial drainage, soil compaction, and its position in the local landscape.

The limitation categories (not limited, somewhat limited, or very limited) indicate the potential for difficulty in using that soil unit for the proposed activity and, thus, the degree of need for thorough soil borings and engineering studies. A limitation does not necessarily mean that the proposed activity cannot be done on that soil type. It does mean that the reasons for the limitation need to be thoroughly understood and dealt with to complete the proposed activity successfully. Very limited indicates that the proposed activity will be more difficult and costly to do on that soil type than on a soil type with a somewhat limited or not limited rating.

Soil survey interpretations are predictions of soil behavior for specified land uses and specified management practices. They are based on the soil properties that directly influence the specified use of the soil. Soil survey interpretations allow users of soil surveys to plan reasonable alternatives for the use and management of soils.

Soil interpretations do not eliminate the need for on-site study and testing of specific sites for the design and construction for specific uses. They can be used as a guide for planning more detailed investigations and for avoiding undesirable sites for an intended use. The scale of the maps and the range of error limit the use of the soil delineation.

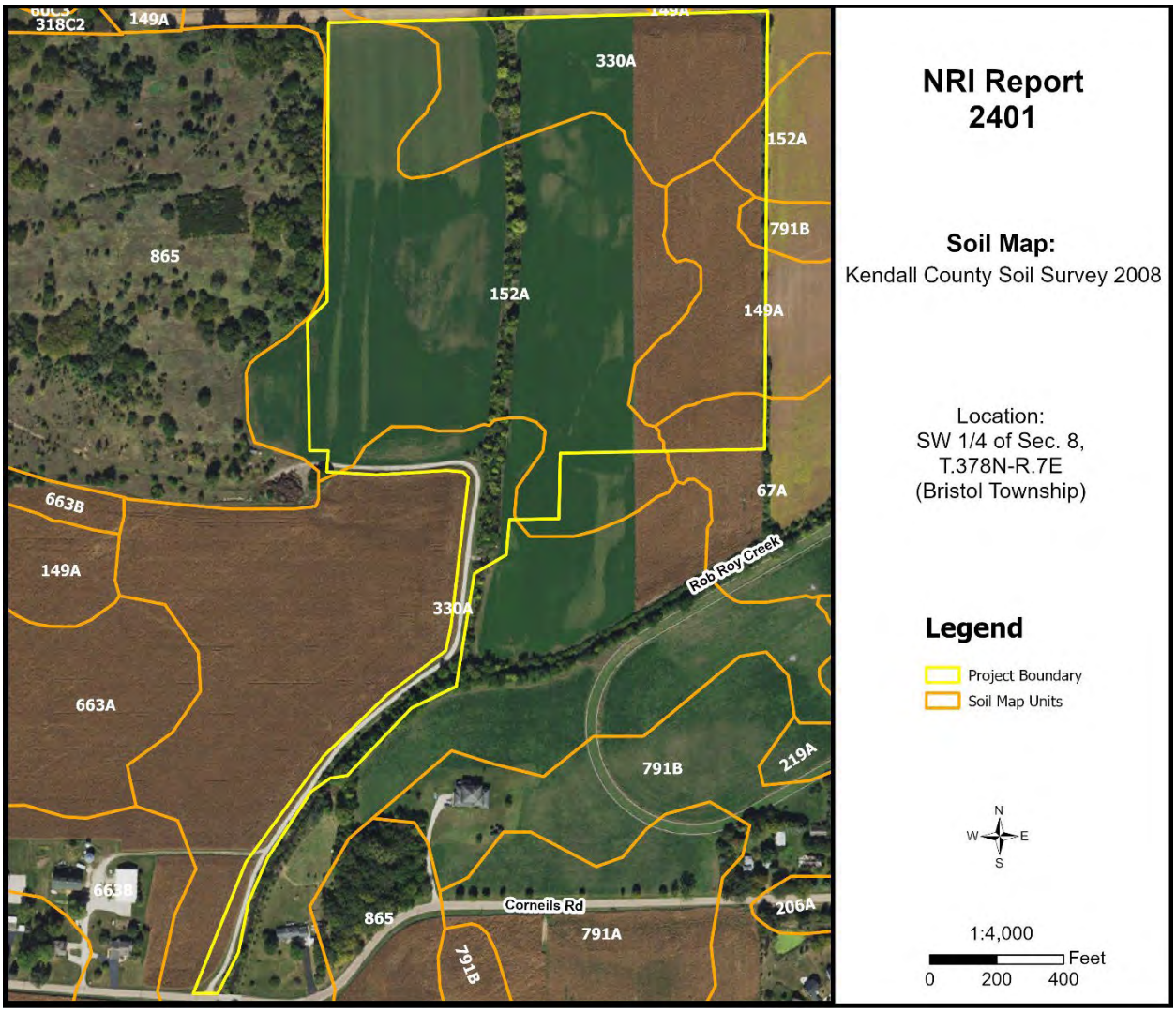


Figure 5: Soil Map

Table 3: Soil Map Unit Descriptions

Soil Type	Soil Name	Acres	Percent
67A	Harpster silty clay loam, 0-2% slopes	0.6	1.4%
149A	Brenton silt loam, 0-2% slopes	4.3	10.1%
152A	Drummer silty clay loam, 0-2% slopes	23.4	54.5%
330A	Peotone silty clay loam, 0-2% slopes	14.4	33.5%
791B	Rush silt loam, 2-4% slopes	0.2	0.5%

Source: National Cooperative Soil Survey – USDA-NRCS

SOILS INTERPRETATIONS EXPLANATION

GENERAL – NONAGRICULTURAL

These interpretative ratings help engineers, planners, and others to understand how soil properties influence behavior when used for nonagricultural uses such as building site development or construction materials. This report gives ratings for proposed uses in terms of limitations and restrictive features. The tables list only the most restrictive features.

Other features may need treatment to overcome soil limitations for a specific purpose. Ratings come from the soil's "natural" state, that is, no unusual modification occurs other than that which is considered normal practice for the rated use. Even though soils may have limitations, an engineer may alter soil features or adjust building plans for a structure to compensate for most degrees of limitations. Most of these practices, however, are costly. The final decision in selecting a site for a particular use generally involves weighing the costs for site preparation and maintenance. Soil properties influence development of building sites, including the selection of the site, the design of the structure, construction, performance after construction, and maintenance. Soil limitation ratings of not limited, somewhat limited, and very limited are given for the types of proposed improvements that are listed or inferred by the petitioner as entered on the report application and/or zoning petition. The most common types of building limitation that this report gives limitations ratings for is septic systems. It is understood that engineering practices can overcome most limitations for buildings with and without basements, and small commercial buildings. Limitation ratings for these types of buildings are not commonly provided. Organic soils, when present on the parcel, are referenced in the hydric soils section of the report. This type of soil is considered unsuitable for all types of construction.

LIMIATIONS RATINGS

- **Not Limited:** This soil has favorable properties for the use. The degree of limitation is minor. The people involved can expect good performance and low maintenance.
- **Somewhat Limited**: This soil has moderately favorable properties for the use. Special planning, design, or maintenance can overcome this degree of limitation. During some part of the year, the expected performance is less desirable than for soils rated slight.
- **Very Limited**: This soil has one or more properties that are unfavorable for the rated use. These may include the following: steep slopes, bedrock near the surface, flooding, high shrink-swell potential, a seasonal high water table, or low strength. This degree of limitation generally requires major soil reclamation, special design, or intensive maintenance, which in most situations is difficult and costly.

BUILDING LIMITATIONS

BUILDING ON POORLY SUITED OR UNSUITABLE SOILS

Building on poorly suited or unsuitable soils can present problems to future property owners such as cracked foundations, wet basements, lowered structural integrity and high maintenance costs associated with these problems. The staff of the Kendall County SWCD strongly urges scrutiny by the plat reviewers when granting parcels with these soils exclusively.

Solar Arrays, Soil-Penetrating Anchor Systems – Ground-based solar arrays are sets of photovoltaic panels that are not situated on a building or pole. These installations consist of a racking system that holds the panel in the desired orientation and the foundation structures that hold the racking system to the ground. Two basic methods are used to hold the systems to the ground, based on site conditions and cost. One method employs driven piles, screw augers, or concrete piers that penetrate the soil to provide a stable foundation.

Solar Arrays, Ballast Anchor Systems Ground-based solar arrays are sets of photovoltaic panels that are not situated on a building or pole. These installations consist of a racking system that holds the panel in the desired orientation and the foundation structures that hold the racking system to the ground. Ballast anchor systems can be used in some places where soil-penetrating systems cannot, such as in shallow or stony soil. Also, since they do not penetrate the soil, ballast systems can be used where the soil is contaminated, and disturbance is to be avoided. The soil in the area must have sufficient strength to be able to support the vehicles that haul the ballast and the machinery to install it.

Shallow Excavations – Trenches or holes dug to a maximum depth of 5 or 6 feet for utility lines, open ditches, or other purposes. Ratings are based on soil properties that influence the ease of digging and the resistance to sloughing.

Lawns and Landscaping – Require soils on which turf and ornamental trees and shrubs can be established and maintained (irrigation is not considered in the ratings). The ratings are based on the soil properties that affect plant growth and trafficability after vegetation is established.

Table 4: Building Limitations

Soil Type	Solar Arrays, Soil-Penetrating Anchor Systems	Solar Arrays, Ballast Anchor Systems	Shallow Excavations	Lawns & Landscaping	Acres	%
67A	**Very Limited:** Ponding Depth to saturated zone Frost action Low strength Steel corrosion Shrink-swell	**Very Limited:** Ponding Depth to saturated zone Frost action Low strength Slope shape across Hillslope position	**Very Limited:** Ponding Depth to saturated zone Dusty Unstable excavation walls	**Very Limited:** Ponding Depth to saturated zone Dusty	0.6	1.4%
149A	**Very Limited**: Frost action Low strength Steel corrosion Depth to saturated zone Hillslope position Ponding	**Very Limited**: Frost action Low strength Depth to saturated zone Hillslope position Ponding Slope shape across	**Very Limited**: Depth to saturated zone Dusty Unstable excavation walls Ponding	**Somewhat Limited**: Depth to saturated zone Dusty	4.3	10.1%
152A	**Very Limited:** Ponding Depth to saturated zone Frost action Low strength Steel corrosion Shrink-swell	**Very Limited:** Ponding Depth to saturated zone Frost action Low strength Slope shape across	**Very Limited:** Ponding Depth to saturated zone Dusty Unstable excavation walls Too clayey	**Very Limited:** Ponding Depth to saturated zone Dusty	23.4	54.5%
330A	**Very Limited**: Ponding Depth to saturated zone Shrink-swell Frost action, Low strength	**Very Limited**: Ponding Depth to saturated zone Frost action, Low strength, Slope shape across	**Very Limited**: Ponding Depth to saturated zone Unstable excavation walls Dusty, Too clayey	**Very Limited**: Ponding Depth to saturated zone Dusty	14.4	33.5%
791B	**Very Limited:** Frost action, Steel corrosion, Shrink-swell, Low strength, Hillslope position	**Very Limited:** Frost action, Low strength, Hillslope position, Slope shape across	**Somewhat Limited:** Dusty Unstable excavation walls	**Somewhat Limited:** Dusty	0.2	0.5%
% Very Limited	**100%**	**100%**	**99.5%**	**89.4%**		

Figure 6A: Map of Building Limitations - Solar Arrays

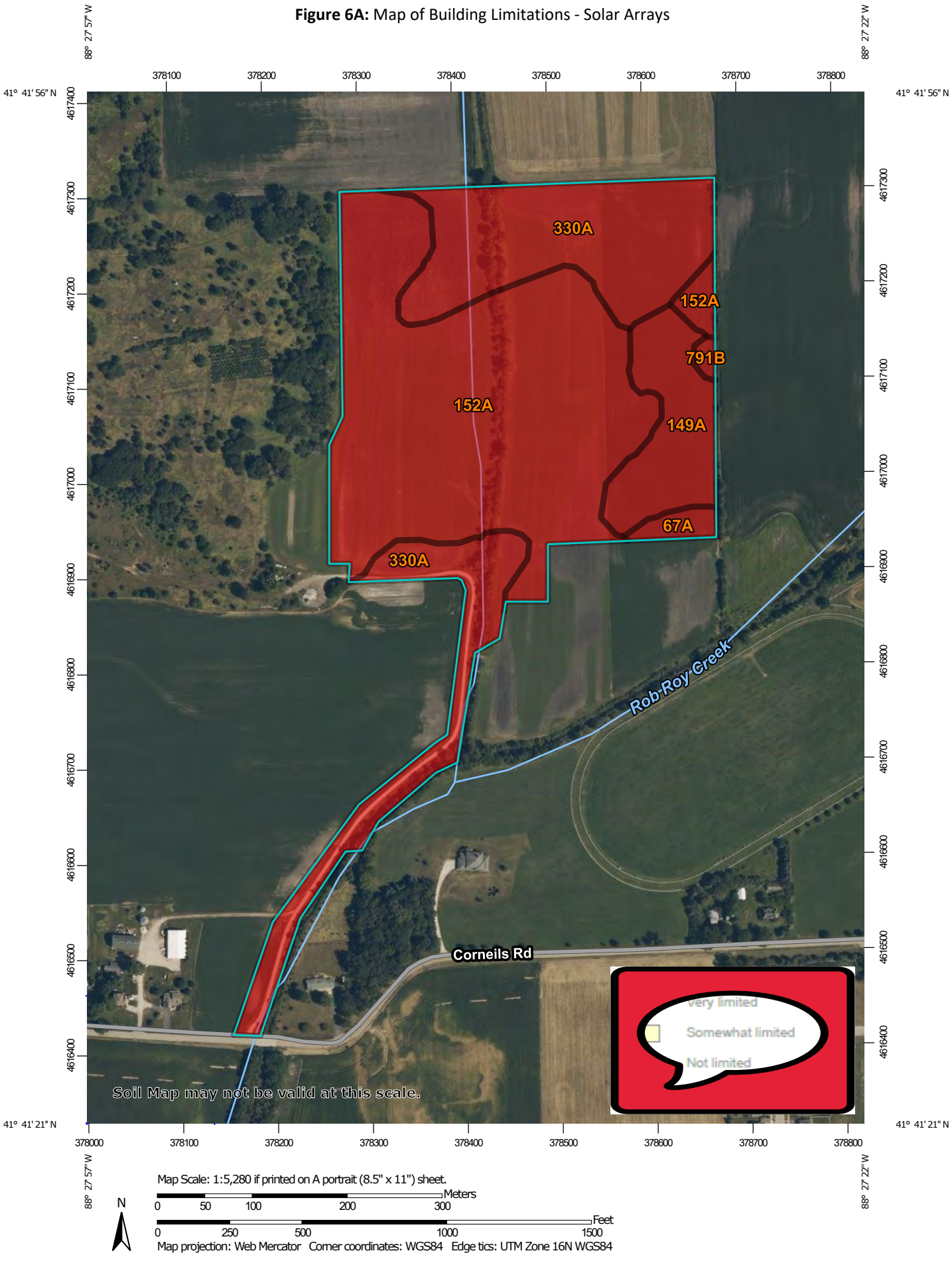


Figure 6B: Map of Building Limitations - Shallow Excavations

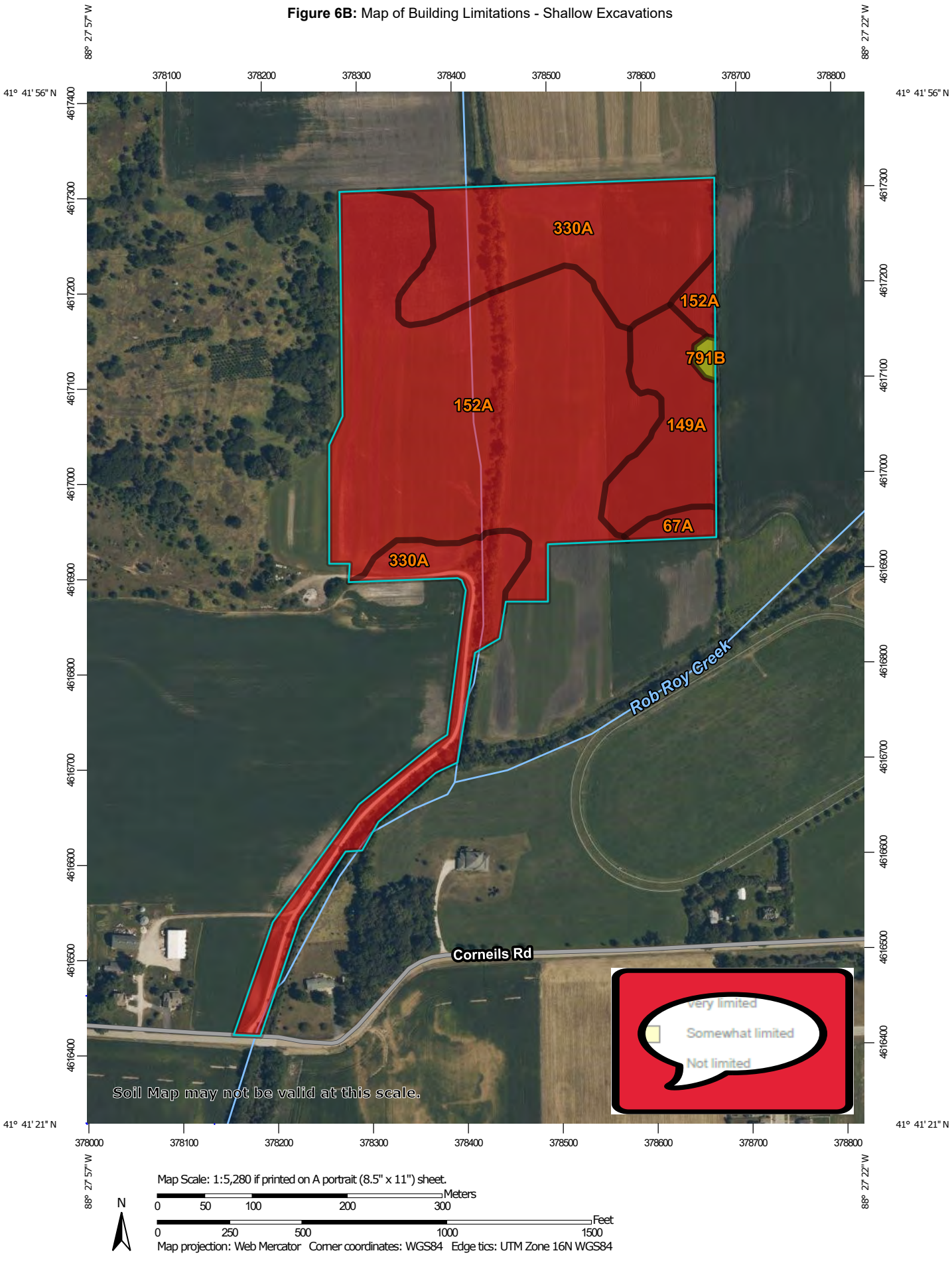
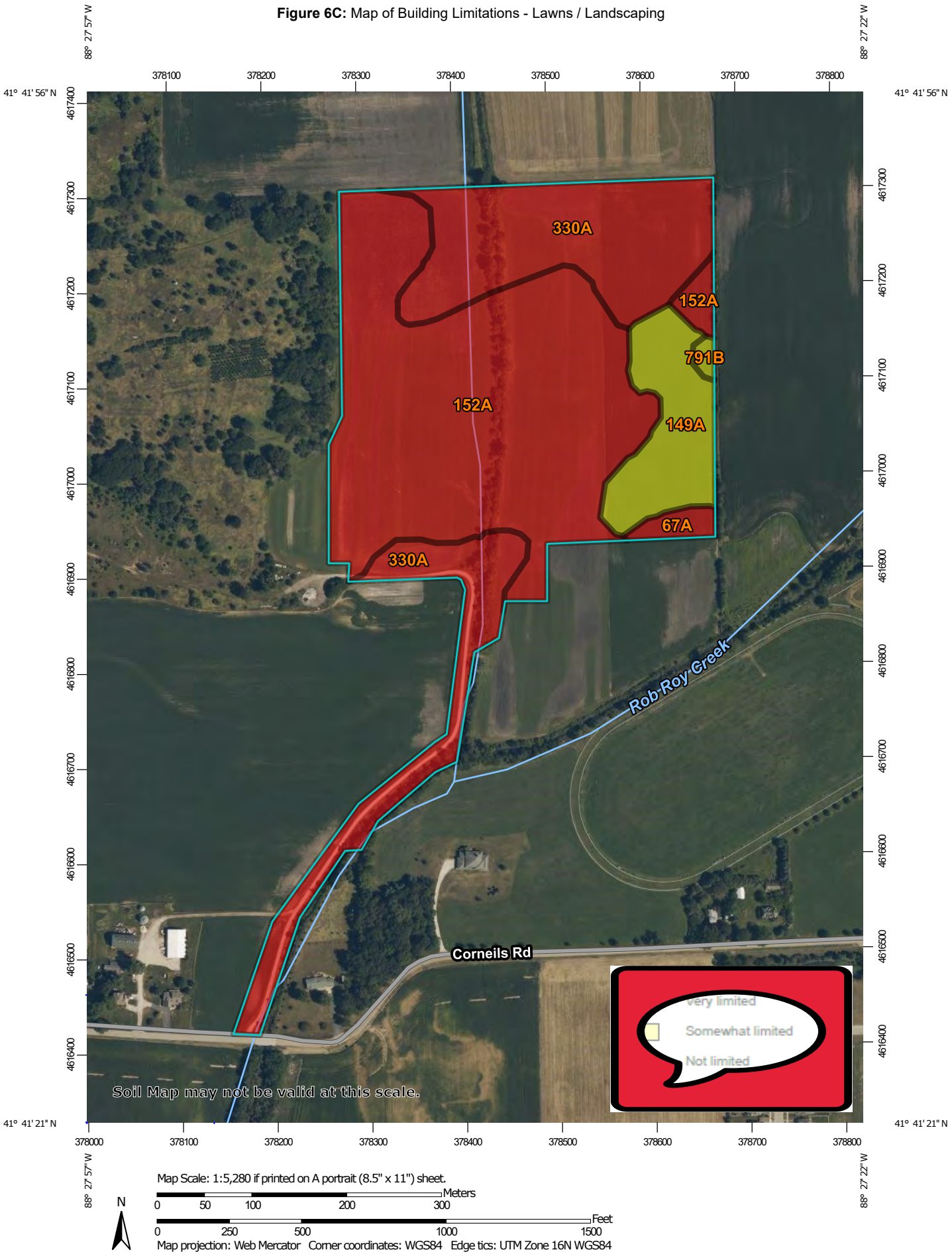


Figure 6C: Map of Building Limitations - Lawns / Landscaping



SOIL WATER FEATURES

Table 5, below, gives estimates of various soil water features that should be taken into consideration when reviewing engineering for a land use project.

HYDROLOGIC SOIL GROUPS (HSGs) – The groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

- **Group A:** Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.
- **Group B:** Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained, or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.
- **Group C:** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.
- **Group D:** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Note: If a soil is assigned to a dual hydrologic group (A/D, B/D or C/D) the first letter is for drained areas and the second is for undrained areas.

SURFACE RUNOFF – Surface runoff refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based upon slope, climate and vegetative cover and indicates relative runoff for very specific conditions (it is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal). The classes are negligible, very low, low, medium, high, and very high.

MONTHS – The portion of the year in which a water table, ponding, and/or flooding is most likely to be a concern.

WATER TABLE – Water table refers to a saturated zone in the soil and the data indicates, by month, depth to the top (upper limit) and base (lower limit) of the saturated zone in most years. These estimates are based upon observations of the water table at selected sites and on evidence of a saturated zone (grayish colors or mottles (redoximorphic features)) in the soil. Note: A saturated zone that lasts for less than a month is not considered a water table.

PONDING – Ponding refers to standing water in a closed depression, and the data indicates surface water depth, duration, and frequency of ponding.

- **Duration:** Expressed as *very brief* if less than 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days and *very long* if more than 30 days.
- **Frequency:** Expressed as: *none* meaning ponding is not possible; *rare* means unlikely but possible under unusual weather conditions (chance of ponding is 0-5% in any year); *occasional* means that it occurs, on the average, once or less in 2 years (chance of ponding is 5 to 50% in any year); and *frequent* means that it occurs, on the average, more than once in 2 years (chance of ponding is more than 50% in any year).

FLOODING – The temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding, and water standing in swamps and marshes is considered ponding rather than flooding.

- **Duration:** Expressed as: *extremely brief* if 0.1 hour to 4 hours; *very brief* if 4 hours to 2 days; *brief* if 2 to 7 days; *long* if 7 to 30 days; and *very long* if more than 30 days.
- **Frequency:** Expressed as: *none* means flooding is not probable; *very rare* means that it is very unlikely but possible under extremely unusual weather conditions (chance of flooding is less than 1% in any year); *rare* means that it is unlikely but possible under unusual weather conditions (chance of flooding is 1 to 5% in any year); *occasional* means that it occurs infrequently under normal weather conditions (chance of flooding is 5 to 50% in any year but is less than 50% in all months in any year); and *very frequent* means that it is likely to occur very often under normal weather conditions (chance of flooding is more than 50% in all months of any year).

Note: The information is based on evidence in the soil profile. In addition, consideration is also given to local information about the extent and levels of flooding and the relation of each soil on the landscape to historic floods. Information on the extent of flooding based on soil data is less specific than that provided by detailed engineering surveys that delineate flood-prone areas at specific flood frequency levels.

Table 5: Water Features

Soil Type	Hydrologic Group	Surface Runoff	Water Table	Ponding	Flooding
67A	B/D	Negligible	January – May **Upper Limit:** 0.0’-1.0’ **Lower Limit:** 6.0’	January – May **Surface Water Depth**: 0.0’-0.5’ **Duration**: Brief (2-7 days) **Frequency**: Frequent	January – December **Frequency**: None
149A	B/D	Low	January – May **Upper Limit:** 1.0’-2.0’ **Lower Limit:** 6.0’	January – December **Frequency**: None	January – December **Frequency**: None
152A	B/D	Negligible	January – May **Upper Limit:** 0.0’-1.0’ **Lower Limit:** 6.0’	January – May **Surface Water Depth**: 0.0’-0.5’ **Duration**: Brief (2-7 days) **Frequency**: Frequent	January – December **Frequency**: None
330A	C/D	Negligible	January – June **Upper Limit:** 0.0’-1.0’ **Lower Limit:** 6.0’	January – June **Surface Water Depth**: 0.0’-0.5’ **Duration**: Brief (2-7 days) **Frequency**: Frequent	January – December **Frequency**: None
791B	B	Low	January – December **Upper/Lower Limit:** --	January – December **Frequency**: None	January – December **Frequency**: None

SOIL EROSION AND SEDIMENT CONTROL

Erosion is the wearing away of the soil by water, wind, and other forces. Soil erosion threatens the Nation's soil productivity and contributes the most pollutants in our waterways. Water causes about two thirds of erosion on agricultural land. Four properties, mainly, determine a soil's erodibility: texture, slope, structure, and organic matter content.

Slope has the most influence on soil erosion potential when the site is under construction. Erosivity and runoff increase as slope grade increases. The runoff then exerts more force on the particles, breaking their bonds more readily and carrying them farther before deposition. The longer water flows along a slope before reaching a major waterway, the greater the potential for erosion.

Soil erosion during and after this proposed construction can be a primary non-point source of water pollution. Eroded soil during the construction phase can create unsafe conditions on roadways, decrease the storage capacity of lakes, clog streams and drainage channels, cause deterioration of aquatic habitats, and increase water treatment costs. Soil erosion also increases the risk of flooding by choking culverts, ditches, and storm sewers and by reducing the capacity of natural and man-made detention facilities.

The general principles of erosion and sedimentation control measures include:

- Reducing/diverting flow from exposed areas, storing flows, or limiting runoff from exposed areas
- Staging construction to keep disturbed areas to a minimum
- Establishing or maintaining temporary or permanent groundcover
- Retaining sediment on site
- Properly installing, inspecting, and maintaining control measures

Erosion control practices are useful controls only if they are properly located, installed, inspected, and maintained. Soil erosion and sedimentation control plans, including maintenance responsibilities, should be clearly communicated to all contractors working on the site.

The SWCD recommends an erosion and sediment control plan for all building sites, especially if there is a wetland or stream nearby. Additionally, a National Pollutant Discharge Elimination System (NPDES) permit (Permit No. ILR10) from the Illinois Environmental Protection Agency (IEPA) is required for stormwater discharges from construction sites that will disturb 1 or more acres of land. Conditions of the NPDES ILR10 permit require the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) to reduce stormwater pollutants on the construction site before they can cause environmental issues.

Table 6: Soil Erosion Potential

Soil Type	Slope	Rating	Acreage	Percent of Project Area
67A	0-2%	Slight	0.6	1.4%
149A	0-2%	Slight	4.3	10.1%
152A	0-2%	Slight	23.4	54.5%
330A	0-2%	Slight	14.4	33.5%
791B	2-4%	Slight	0.2	0.5%

PRIME FARMLAND SOILS

Prime farmland soils are an important resource to Kendall County. Some of the most productive soils in the United States occur locally. Each soil map unit in the United States is assigned a prime or non-prime rating. Prime agricultural land does not need to be in the production of food & fiber.

Section 310 of the NRCS general manual states that urban or built-up land on prime farmland soils is not prime farmland. The percentages of soil map units on the parcel reflect the determination that urban or built-up land on prime farmland soils is not prime farmland.

Table 7: Prime Farmland Soils

Soil Type	Prime Designation	Acreage	Percent
67A	Prime Farmland if Drained	0.6	1.4%
149A	Prime Farmland	4.3	10.1%
152A	Prime Farmland if Drained	23.4	54.5%
330A	Prime Farmland if Drained	14.4	33.5%
791B	Prime Farmland	0.2	0.5%
% Prime Farmland	**100%**		

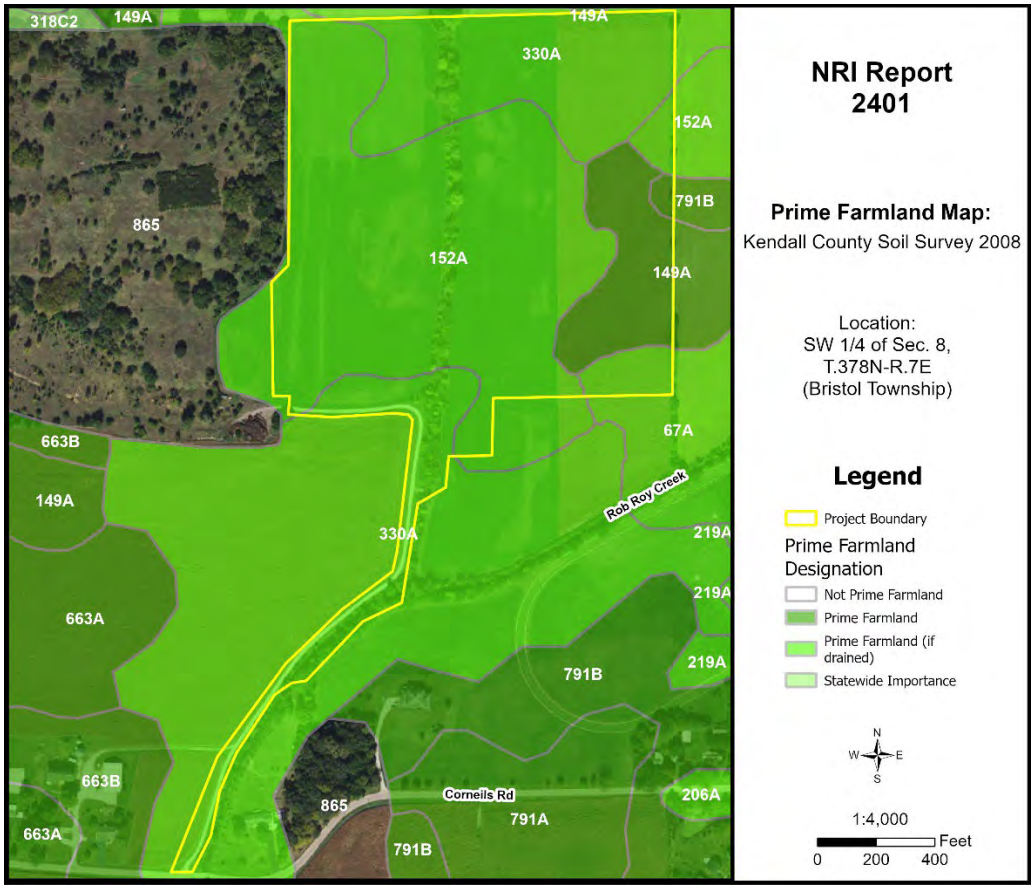


Figure 7: Prime Farmland Soils

LAND EVALUATION AND SITE ASSESSMENT (LESA)

Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land-uses, and urban growth factors. The LESA system is a two-step procedure that includes:

LAND EVALUATION (LE)

The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland, or forestland. The best group is assigned a value of 100, and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The LE score is calculated by multiplying the relative value of each soil type by the number of acres of that soil. The sum of the products is then divided by the total number of acres; the answer is the Land Evaluation score on this site. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.

SITE ASSESSMENT (SA)

The site is numerically evaluated according to important factors that contribute to the quality of the site. Each factor selected is assigned values in accordance with the local needs and objectives. The value group is a predetermined value based upon prime farmland designation. The Kendall County LESA Committee is responsible for this portion of the LESA system.

Please Note: A land evaluation (LE) score will be compiled for every project parcel. However, when a parcel is located within municipal planning boundaries, a site assessment (SA) score is not compiled as the scoring factors are not applicable. As a result, only the LE score is available, and a full LESA score is unavailable for the parcel.

Table 8: Land Evaluation Computation

Soil Type	Value Group	Relative Value	Acres*	Product (Relative Value x Acres)
67A	2	94	0.6	56.4
149A	1	100	4.3	430.0
152A	1	100	23.4	2,340.0
330A	3	87	14.4	1,252.8
791B	4	79	0.2	15.8
			43.0	**4,095.0**
LE Calculation			(Product of relative value / Total Acres) 4,095.0 / 43.0 = 95.2	
LE Score			**LE = 95**	

*Acreage listed in this chart provides a generalized representation and may not precisely reflect exact acres of each soil type.

The Land Evaluation (LE) score for this site is 95 out of 100, indicating that the soils are well suited for agricultural uses considering the Land Evaluation score is above 80. The full LESA Score is not applicable for the proposed project site since it is within municipal planning boundaries. Selecting the project site with the lowest total points will generally protect the best farmland and maintain and promote the agricultural industry in Kendall County.

LAND USE PLANS

Many counties, municipalities, villages, and townships have developed land-use plans. These plans are intended to reflect the existing and future land-use needs of a given community. Please contact the United City of Yorkville's Community Development Department for information regarding their comprehensive land use plan and map.

DRAINAGE, RUNOFF, AND FLOOD INFORMATION

U.S.G.S Topographic maps give information on elevations, which are important mostly to determine slopes, drainage directions, and watershed information.

Elevations determine the area of impact of floods of record. Slope information determines steepness and erosion potential. Drainage directions determine where water leaves the PIQ, possibly impacting surrounding natural resources.

Watershed information is given for changing land use to a subdivision type of development on parcels greater than 10 acres.

WHAT IS A WATERSHED?
Simply stated, a watershed is the area of land that contributes water to a certain point. The watershed boundary is important because the area of land in the watershed can now be calculated using an irregular shape area calculator such as a dot counter or planimeter.

Using regional storm event information, and site-specific soils and land use information, the peak stormwater flow through the point marked "○" for a specified storm event can be calculated. This value is called a "Q" value (for the given storm event) and is measured in cubic feet per second (CFS).

When construction occurs, the Q value naturally increases because of the increase in impermeable surfaces. This process decreases the ability of soils to accept and temporarily hold water. Therefore, more water runs off and increases the Q value.

Theoretically, if each development, no matter how large or small, maintains their preconstruction Q value after construction by the installation of stormwater management systems, the streams and wetlands and lakes will not suffer damage from excessive urban stormwater.

For this reason, the Kendall County SWCD recommends that the developer for intense uses, such as a subdivision, calculate the preconstruction Q value for the exit point(s). A stormwater management system

should be designed, installed, and maintained to limit the postconstruction Q value to be at or below the preconstruction value.

IMPORTANCE OF FLOOD INFORMATION

A floodplain is defined as land adjoining a watercourse (riverine) or an inland depression (non-riverine) that is subject to periodic inundation by high water. Floodplains are important areas demanding protection since they have water storage and conveyance functions which affect upstream and downstream flows, water quality and quantity, and suitability of the land for human activity. Since floodplains play distinct and vital roles in the hydrologic cycle, development that interferes with their hydrologic and biologic functions should be carefully considered.

Flooding is both dangerous to people and destructive to their properties. The following maps, when combined with wetland and topographic information, can help developers and future homeowners to "sidestep" potential flooding or ponding problems.

Flood Insurance Rate Maps (FIRMs), produced by the Federal Emergency Management Agency (FEMA), define flood elevation adjacent to tributaries and major bodies of water and superimpose that onto a simplified USGS topographic map. The scale of the FIRM maps is generally dependent on the size and density of parcels in that area. This is to correctly determine the parcel location and floodplain location. The FIRM map has three (3) zones. Zone A includes the 100-year flood (1% annual chance flood), Zone B or Zone X (shaded) is the 100 to 500-year flood (between limits of the 1% and the 0.2% annual chance flood), and Zone C or Zone X (unshaded) is outside the floodplain (outside the 0.2% annual chance flood).

The Hydrologic Atlas (H.A.) Series of the Flood of Record Map is also used for the topographic information. This map is different from the FIRM map mainly because it will show isolated or pocketed flooded areas. Kendall County uses both these maps in conjunction with each other for flooded area determinations. The Flood of Record maps show the areas of flood for various years. Both maps stress that the recurrence of flooding is merely statistical. A 100-year flood may occur twice in one year, or twice in one week, for that matter.

It should be noted that greater floods than those shown on the two maps are possible. The flood boundaries indicated provide a historic record only until the map publication date. Additionally, these flood boundaries are a function of the watershed conditions existing when the maps were produced. Cumulative changes in runoff characteristics caused by urbanization can result in an increase in flood height of future flood episodes.

Floodplains play a vital role in reducing the flood damage potential associated with an urbanizing area and, when left in an undisturbed state, also provide valuable wildlife habitat benefits. If it is the petitioner's intent to conduct floodplain filling or modification activities, the petitioner, and the Unit of Government responsible need to consider the potentially adverse effects this type of action could have on adjacent properties. The change or loss of natural floodplain storage often increases the frequency and severity of flooding on adjacent property.

If the available maps indicate the presence of a floodplain on the PIQ, the petitioner should contact the IDNR-OWR and FEMA to delineate a floodplain elevation for the parcel. If a portion of the property is indeed floodplain, applicable state, county, and local regulations will need to be reflected in the site plans.

Another indication of flooding potential can be found in the soils information. Hydric soils indicate the presence of drainage ways, areas subject to ponding, or a naturally occurring high water table. These need to be considered along with the floodplain information when developing the site plan and the stormwater management plan. Development on hydric soils can contribute to the loss of water storage within the soil and the potential for increased flooding in the area.

This parcel is located on minimal topography (slopes 0 to 4%) and an elevation range of approximately 638'-644' above sea level. The lowest point is along the unnamed tributary, and the highest point is in the northwest portion of the site. According to the FEMA Flood Map (Figure 8), the parcel does not likely contain areas of regulated floodplain or floodway. The parcel is mapped as Zone X, an Area of Minimal Flood Hazard.

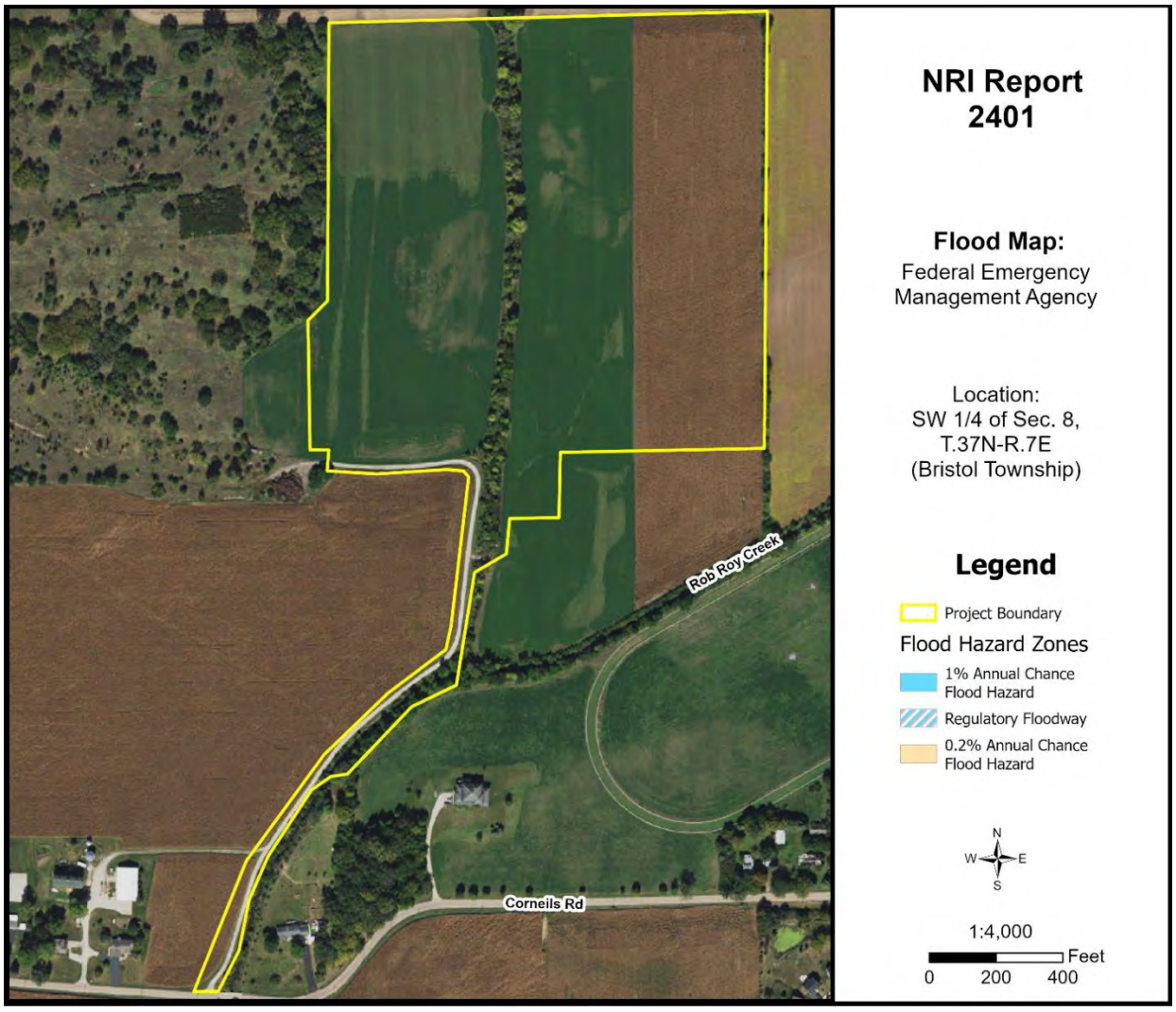


Figure 8: Flood Map

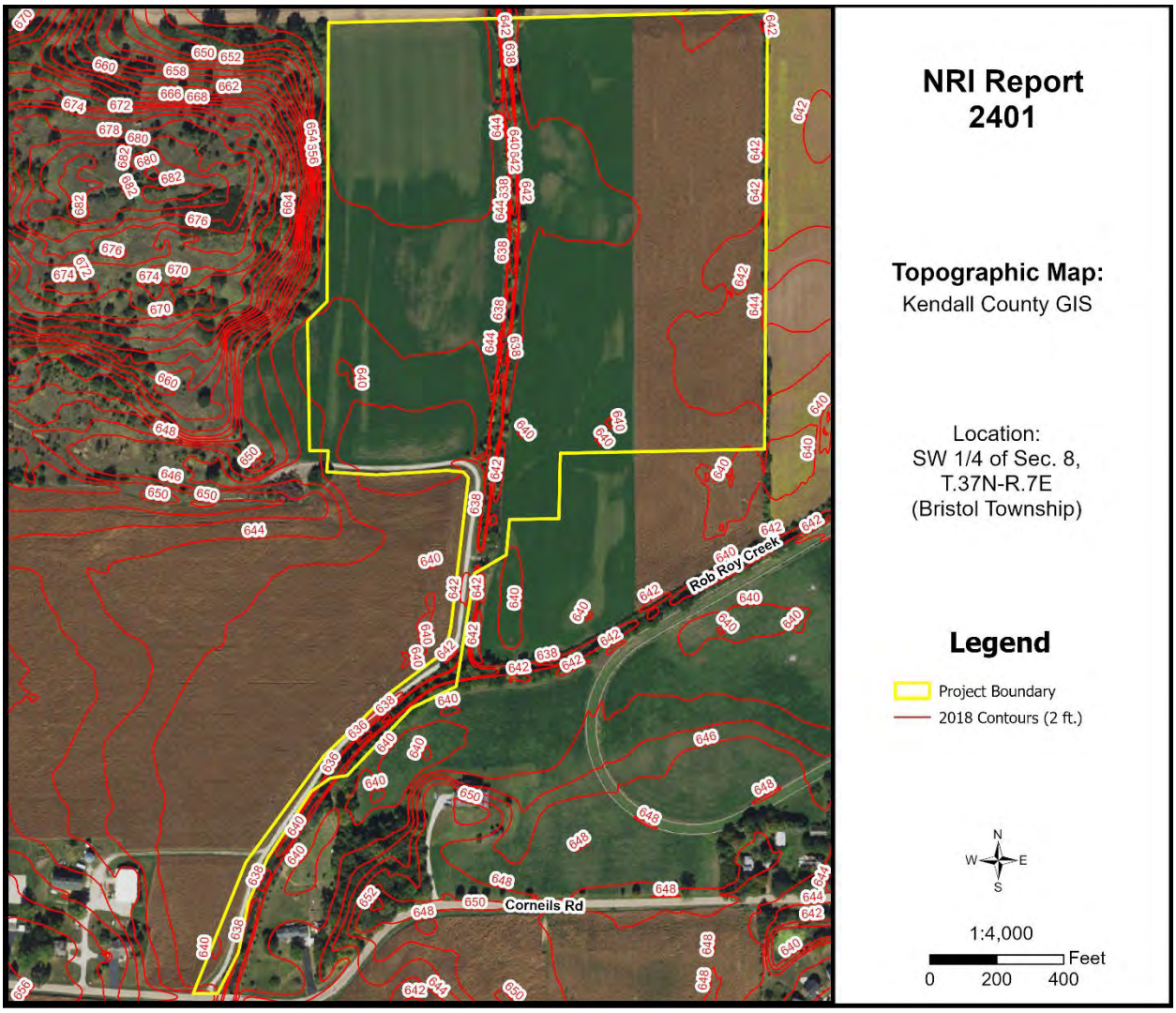


Figure 9: Topographic Map

WATERSHED PLANS

WATERSHED AND SUB WATERSHED INFORMATION

A watershed is the area of land that drains into a specific point including a stream, lake, or other body of water. High points on the Earth's surface, such as hills and ridges define watersheds. When rain falls in the watershed, it flows across the ground towards a stream or lake. Rainwater carries pollutants such as oils, pesticides, and soil.

Everyone lives in a watershed. Their actions can impact natural resources and people living downstream. Residents can minimize this impact by being aware of their environment and the implications of their activities, implementing practices recommended in watershed plans, and educating others about their watershed.

The following are recommendations to developers for protection of this watershed:

- Preserve open space
- Maintain wetlands as part of development
- Use natural water management
- Prevent soil from leaving a construction site
- Protect subsurface drainage
- Use native vegetation
- Retain natural features
- Mix housing styles and types
- Decrease impervious surfaces
- Reduce area disturbed by mass grading
- Shrink lot size and create more open space
- Maintain historical and cultural resources
- Treat water where it falls
- Preserve views
- Establish and link trails

This parcel is located within the Lower Fox River watershed and the Rob Roy Creek sub watershed (HUC 12 – 071200070601). The Rob Roy Creek sub watershed comprises 13,393.76 acres of Kendall County.

WETLAND INFORMATION

IMPORTANCE OF WETLAND INFORMATION

Wetlands function in many ways to provide numerous benefits to society. They control flooding by offering a slow release of excess water downstream or through the soil. They cleanse water by filtering out sediment and some pollutants and can function as rechargers of our valuable groundwater. They also are essential breeding, rearing, and feeding grounds for many species of wildlife.

These benefits are particularly valuable in urbanizing areas as development activity typically adversely affects water quality, increases the volume of stormwater runoff, and increases the demand for groundwater. In an area where many individual homes rely on shallow groundwater wells for domestic water supplies, activities that threaten potential groundwater recharge areas are contrary to the public good. The conversion of wetlands, with their sediment trapping and nutrient absorbing vegetation, to biologically barren stormwater detention ponds can cause additional degradation of water quality in downstream or adjacent areas.

It has been estimated that over 95% of the wetlands that were historically present in Illinois have been destroyed while only recently has the true environmental significance of wetlands been fully recognized. America is losing 100,000 acres of wetland a year and has saved 5 million acres total (since 1934). One acre of wetland can filter 7.3 million gallons of water a year. These are reasons why our wetlands are high quality and important.

This section contains the National Wetlands Inventory, which is the most comprehensive inventory to date. The National Wetlands Inventory is reproduced from an aerial photo at a scale of 1” equals 660 feet. The NRCS developed these maps in cooperation with U.S. EPA (Environmental Protection Agency,) and the U.S. Fish and Wildlife Service, using the National Food Security Act Manual, 3rd Edition. The main purpose of these maps is to determine wetland areas on agricultural fields and areas that may be wetlands but are in a non-agriculture setting.

The National Wetlands Inventory in no way gives an exact delineation of the wetlands, but merely an outline, or the determination that there is a wetland within the outline. For the final, most accurate wetland **determination** of a specific wetland, a wetland ***delineation*** must be certified by NRCS staff using the National Food Security Act Manual (on agricultural land.) On urban land, a certified wetland delineator must perform the delineation using the ACOE 1987 Manual. *See the glossary section for the definitions of “delineation” and “determination.”*

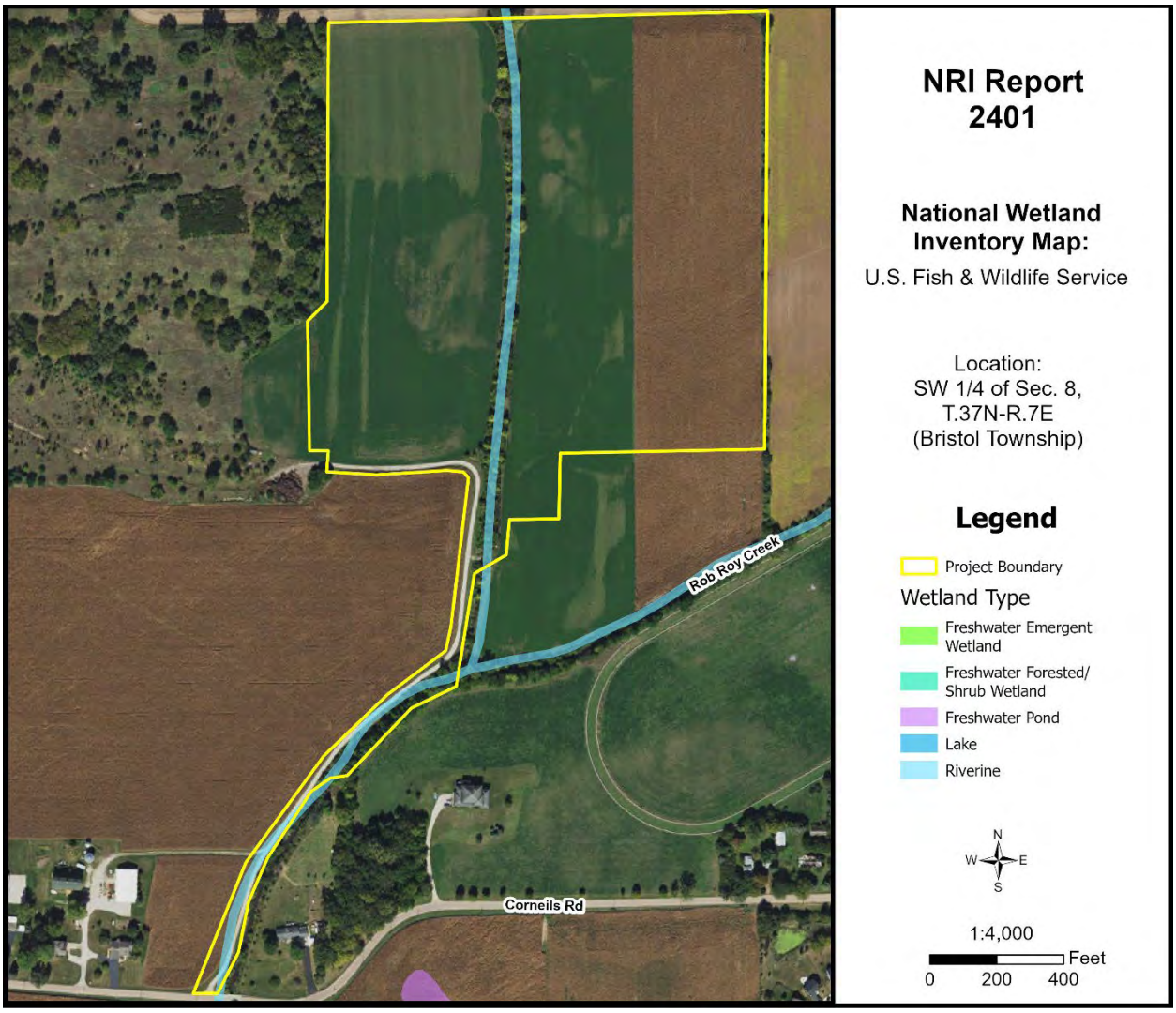


Figure 10: Wetland Map

Office maps indicate that mapped wetlands/waters are present on the parcel in question (PIQ). To determine the presence of wetlands, a wetland delineation specialist, who is recognized by the U.S. Army Corps of Engineers, should determine the exact boundaries and value of the wetlands. A Wetland Determination/Delineation Report dated September 1, 2023, was prepared by Atwell, LLC. The results of their review indicated the presence of two watercourses on the site (Rob Roy Creek and an unnamed tributary of Rob Roy Creek). Please see their report for more information.

HYDRIC SOILS

Soils information gives another indication of flooding potential. The soils map on the following page indicates the soil(s) on the parcel that the Natural Resources Conservation Service indicates as hydric. Hydric soils, by definition, have seasonal high water at or near the soil surface and/or have potential flooding or ponding problems. All hydric soils range from poorly suited to unsuitable for building. One group of the hydric soils are the organic soils, which formed from dead organic material. Organic soils are unsuitable for building because of not only the high water table but also their subsidence problems.

It is important to add the possibility of hydric inclusions in a soil type. An inclusion is a soil polygon that is too small to appear on these maps. While relatively insignificant for agricultural use, hydric soil inclusions become more important to more intense uses such as a residential subdivision.

While considering hydric soils and hydric inclusions, it is noteworthy to mention that subsurface agriculture drainage tile occurs in almost all poorly drained and somewhat poorly drained soils. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. A damaged subsurface drainage tile may return original hydrologic conditions to all the areas that drained through the tile (ranging from less than one acre to many square miles.)

For an intense land use, the Kendall County SWCD recommends the following: a topographical survey with 1 foot contour intervals to accurately define the flood area on the parcel, an intensive soil survey to define most accurately the locations of the hydric soils and inclusions, and a drainage tile survey on the area to locate the tiles that must be preserved to maintain subsurface drainage.

Table 9: Hydric Soils

Soil Types	Drainage Class	Hydric Designation	Hydric Inclusions Likely	Hydric Rating %	Acres	% Area
67A	Poorly Drained	Hydric	N/A	98%	0.6	1.4%
149A	Somewhat Poorly Drained	Non-Hydric	Yes	3%	4.3	10.1%
152A	Poorly Drained	Hydric	N/A	100%	23.4	54.5%
330A	Very Poorly Drained	Hydric	N/A	100%	14.4	33.5%
791B	Well Drained	Non-Hydric	No	0%	0.2	0.5%

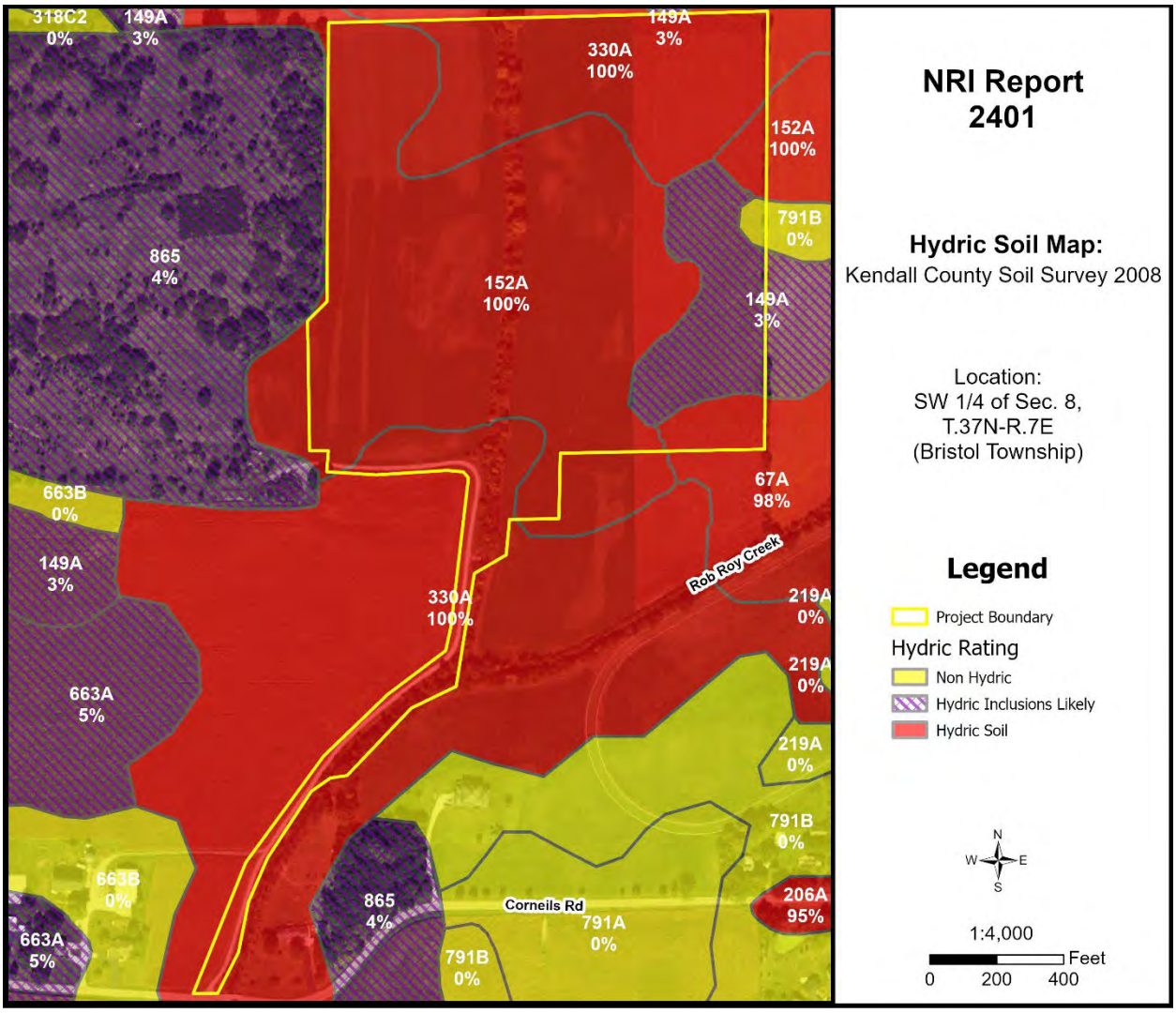


Figure 11: Hydric Soil Map

WETLAND AND FLOODPLAIN REGULATIONS

PLEASE READ THE FOLLOWING IF YOU ARE PLANNING TO DO ANY WORK NEAR A STREAM (THIS INCLUDES SMALL UNNAMED STREAMS), LAKE, WETLAND OR FLOODWAY.

The laws of the United States and the State of Illinois assign certain agencies specific and different regulatory roles to protect the waters within the State's boundaries. These roles, when considered together, include protection of navigation channels and harbors, protection against floodway encroachments, maintenance and enhancement of water quality, protection of fish and wildlife habitat and recreational resources, and, in general, the protection of total public interest. Unregulated use of the waters within the State of Illinois could permanently destroy or alter the character of these valuable resources and adversely impact the public. Therefore, please contact the proper regulatory authorities when planning any work associated with Illinois waters so that proper consideration and approval can be obtained.

WHO MUST APPLY?

Anyone proposing to dredge, fill, rip rap, or otherwise alter the banks or beds of, or construct, operate, or maintain any dock, pier, wharf, sluice, dam, piling, wall, fence, utility, floodplain or floodway subject to State or Federal regulatory jurisdiction should apply for agency approvals.

REGULATORY AGENCIES

- **Wetland or U.S. Waters**: U.S. Army Corps of Engineers, Chicago District, 231 South LaSalle Street, Suite 1500, Chicago, IL 60604. Phone: (312) 846-5530
- **Floodplains**: Illinois Department of Natural Resources - Office of Water Resources, One Natural Resources Way, Springfield, IL 62702-1270. Phone: (217) 782-6302
- **Water Quality/Erosion Control**: Illinois Environmental Protection Agency, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276. Phone: (217) 782-3397

COORDINATION

We recommend early coordination with the regulatory agencies BEFORE finalizing work plans. This allows the agencies to recommend measures to mitigate or compensate for adverse impacts. Also, the agency can make possible environmental enhancement provisions early in the project planning stages. This could reduce time required to process necessary approvals.

CAUTION: Contact with the United States Army Corps of Engineers is strongly advised before commencement of any work in or near a Waters of the United States. This could save considerable time and expense. Persons responsible for willful and direct violation of Section 10 of the River and Harbors Appropriation Act of 1899 or Section 404 of the Clean Water Act are subject to fines ranging up to $16,000 per day of violation, with a maximum cap of $187,500 in any single enforcement action, as well as criminal enforcement.

GLOSSARY

AGRICULTURAL PROTECTION AREAS (AG AREAS) - Allowed by P.A. 81-1173. An AG AREA consists of a minimum of 350 acres of farmland, as contiguous and compact as possible. Petitioned by landowners, AG AREAS protect for a period of ten years initially, then reviewed every eight years thereafter. AG AREA establishment exempts landowners from local nuisance ordinances directed at farming operations, and designated land cannot receive special tax assessments on public improvements that do not benefit the land, e.g. water and sewer lines.

AGRICULTURE - The growing, harvesting and storing of crops including legumes, hay, grain, fruit and truck or vegetable including dairying, poultry, swine, sheep, beef cattle, pony and horse production, fur farms, and fish and wildlife farms; farm buildings used for growing, harvesting and preparing crop products for market, or for use on the farm; roadside stands, farm buildings for storing and protecting farm machinery and equipment from the elements, for housing livestock or poultry and for preparing livestock or poultry products for market; farm dwellings occupied by farm owners, operators, tenants or seasonal or year around hired farm workers.

BEDROCK - Indicates depth at which bedrock occurs. Also lists hardness as rippable or hard.

FLOODING - Indicates frequency, duration, and period during year when floods are likely to occur.

HIGH WATER TABLE - A seasonal high water table is a zone of saturation at the highest average depth during the wettest part of the year. May be apparent, perched, or artesian kinds of water tables.

- **Water table, Apparent**: A thick zone of free water in the soil. An apparent water table is indicated by the level at which water stands in an uncased borehole after adequate time is allowed for adjustment in the surrounding soil.
- **Water table, Artesian**: A water table under hydrostatic head, generally beneath an impermeable layer. When this layer is penetrated, the water level rises in an uncased borehole.
- **Water table, Perched**: A water table standing above an unsaturated zone. In places an upper, or perched, water table is separated from a lower one by a dry zone.

DELINEATION - For Wetlands: A series of pink or orange flags placed on the ground by a certified professional that outlines the wetland boundary on a parcel.

DETERMINATION - A polygon drawn on a map using map information that gives an outline of a wetland.

HYDRIC SOIL - This type of soil is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part (USDA Natural Resources Conservation Service 1987).

INTENSIVE SOIL MAPPING - Mapping done on a smaller more intensive scale than a modern soil survey to determine soil properties of a specific site, e.g. mapping for septic suitability.

LAND EVALUATION AND SITE ASSESSMENT (L.E.S.A.) - LESA is a systematic approach for evaluating a parcel of land and to determine a numerical value for the parcel for farmland preservation purposes.

MODERN SOIL SURVEY - A soil survey is a field investigation of the soils of a specific area, supported by information from other sources. The kinds of soil in the survey area are identified and their extent shown on a map, and an accompanying report describes, defines, classifies, and interprets the soils. Interpretations predict the behavior of the soils under different used and the soils' response to management. Predictions are made for areas of soil at specific places. Soils information collected in a soil survey is useful in developing land-use plans and alternatives involving soil management systems and in evaluating and predicting the effects of land use.

PERMEABILITY - Values listed estimate the range (in rate and time) it takes for downward movement of water in the major soil layers when saturated but allowed to drain freely. The estimates are based on soil texture, soil structure, available data on permeability and infiltration tests, and observation of water movement through soils or other geologic materials.

PIQ - Parcel in question

POTENTIAL FROST ACTION - Damage that may occur to structures and roads due to ice lens formation causing upward and lateral soil movement. Based primarily on soil texture and wetness.

PRIME FARMLAND - Prime farmland soils are lands that are best suited to food, feed, forage, fiber and oilseed crops. It may be cropland, pasture, woodland, or other land, but it is not urban and built up land or water areas. It either is used for food or fiber or is available for those uses. The soil qualities, growing season, and moisture supply are those needed for a well-managed soil economically to produce a sustained high yield of crops. Prime farmland produces in highest yields with minimum inputs of energy and economic resources and farming the land results in the least damage to the environment. Prime farmland has an adequate and dependable supply of moisture from precipitation or irrigation. The temperature and growing season are favorable. The level of acidity or alkalinity is acceptable. Prime farmland has few or no rocks and is permeable to water and air. It is not excessively erodible or saturated with water for long periods and is not frequently flooded during the growing season. The slope ranges mainly from 0 to 5 percent (USDA Natural Resources Conservation Service).

SEASONAL - When used in reference to wetlands indicates that the area is flooded only during a portion of the year.

SHRINK-SWELL POTENTIAL - Indicates volume changes to be expected for the specific soil material with changes in moisture content.

SOIL MAPPING UNIT - A map unit is a collection of soil areas of miscellaneous areas delineated in mapping. A map unit is generally an aggregate of the delineations of many different bodies of a kind of soil or miscellaneous area but may consist of only one delineated body. Taxonomic class names and accompanying phase terms are used to name soil map units. They are described in terms of ranges of soil properties within the limits defined for taxa and in terms of ranges of taxadjuncts and inclusions.

SOIL SERIES - A group of soils, formed from a particular type of parent material, having horizons that, except for texture of the A or surface horizon, are similar in all profile characteristics and in arrangement in the soil profile. Among these characteristics are color, texture, structure, reaction, consistence, and mineralogical and chemical composition.

SUBSIDENCE - Applies mainly to organic soils after drainage. Soil material subsides due to shrinkage and oxidation.

TOPSOIL - That portion of the soil profile where higher concentrations of organic material, fertility, bacterial activity and plant growth take place. Depths of topsoil vary between soil types.

WATERSHED - An area of land that drains to an associated water resource such as a wetland, river or lake. Depending on the size and topography, watersheds can contain numerous tributaries, such as streams and ditches, and ponding areas such as detention structures, natural ponds and wetlands.

WETLAND - An area that has a predominance of hydric soils and that is inundated or saturated by surface or groundwater at a frequency and duration sufficient enough to support, and under normal circumstances does support, a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions.

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United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4350
Fax: 630-553-7575

PLAN COUNCIL AGENDA

Thursday, February 8, 2023
9:00 a.m.
City Hall
Community Development
2nd Floor - Conference Room
Remote Access via Zoom

1. Minutes for approval: November 9, 2023
2. PZC 2024-05 Corneils Solar Farm/Nexamp (Bennett) – Annexation, Rezone, and Special Use

Adjournment

UNITED CITY OF YORKVILLE
PLAN COUNCIL
Community Development
City Hall Conference Room, 2nd floor
651 Prairie Pointe Drive, Yorkville, IL
Thursday, November 9, 2023 9:00am

IN ATTENDANCE:
Krysti Barksdale Noble, Community Development Director
Bart Olson, City Administrator
Michael Keith, Atwell, LLC
Dan Nagel, property owner
Matt Walsh, Nexamp
Dan Kramer, Attorney

Ms. Noble called the meeting to order at 9:01am. She said the Engineer and Public Works Director were unable to be present, however, she did have comments from them.

1. Minutes for approval: October 12, 2023
The minutes were approved as presented.

2. PZC 2024-01 Yorkville Renewables/Nexamp-Solar Farm
Ms. Noble said the purpose of the meeting was to review comments from staff members regarding this solar project proposal. Introductions of meeting participants were made.

Mr. Walsh gave a PowerPoint presentation and an overview of the proposal. He discussed the equipment necessary for the site and their function. A camera system will be utilized and will feed to a monitoring center. The landscaping will include pollinator plants and they are also open to fencing. Com Ed will install power poles to ensure not too much power is sent through the system. He said the site is part of the original Westbury PUD which is currently being dismantled. Mr. Nagel's property was determined to be the most favorable for this proposed project and the current recycling center is nearby. An existing easement intended for future roads will be used for access and approval from Kendall County has already been given for Galena Road access. Mr. Walsh discussed some of the setback distances and said the project had generous buffers for the site.

Attorney Kramer noted another proposed solar project farther north and that Aldermen had expressed they did not want solar fields visible at city entrances. He said his client has been mindful of these wishes.

Staff Comments:
Ms. Noble gave an overview and shared staff comments. The facility is a 5 megawatt and permitted in an agriculture district for which the petitioner is seeking rezoning. It is part of a PUD now, which the city is dismantling and this parcel would be excluded from the PUD. A variance might be needed concerning the clearance from the ground. A Unified Development Ordinance is in the process of being passed and if approved by January 1, a variance will not be needed. She also addressed the setbacks. She asked the petitioner if the setback is the distance to the solar field or to the array. Mr.

Walsh will re-measure and provide the information. The distance to neighboring properties was also unclear.

Other Staff Items Discussed:
1. Total number of arrays will need to be verified and Ms. Noble noted the $7.00 per array cost for the building permit.

2. Discussed the inverters, transformers and tracking motors. Some systems require a motor for each row of arrays, while others need one motor per several rows, said Mr. Walsh. An estimate of the number will be needed. He noted that the motors only run a few seconds when turning the arrays.

3. Ms. Noble said the lease length is needed and if there is an option to extend.

4. Glare and lighting studies were provided and a rendering of view sheds is needed.

5. An 8-foot tall galvanized fence with slats is required to obscure the view.

6. BKFD needs a Knox box and key.

7. The driveway will not be paved, but staff needs to know the composition of the road.

8. Regarding decommissioning plan, engineer needs a construction estimate for the the life of the lease and a 3% annual inflation rate is needed as part of the special lease application. A total cost for this process is needed.

9. Solar is an accessory use and the proposed 23 acres is only 31% of the overall area, meeting the requirements of being an accessory to the ag use criteria.

10. A small sign with contact information is preferred and Mr. Walsh added that it will provide shutdown information as well.

11. The city requires a blanket easement as part of the decommissioning plan. Ms. Noble said staff will work with the petitioner's attorney for a special license agreement so as not to encumber the title.

Comments from Mr. Michael Keith:
Mr. Michael Keith asked about requirement for stormwater detention and said there is a study that shows there is generally no detention needed in solar fields. There is no increase in water runoff with no surface change and in addition, the pollinator mix pulls water into the soil. He said the site is not being cleared and the gravel road also allows for water absorption. A stormwater storage basin will be discussed with the Engineer.

Mr. Keith also addressed the flood plain. He said the FEMA maps do not show a flood plain on this site. Mr. Walsh said they are adding steel piles, but it has minimal impact on flooding. He asked for direction on what the engineer wishes.

The petitioner is OK with the delineation report that has already been done. Mr. Walsh added there is a wetland near the roadway but is isolated and does not impact the Rob Roy creek. It was created when the sewer was put in and probably not regulated by the Army Corps.

Perimeter Easement: Mr. Walsh said the perimeter easement is OK for future improvements. He said there was a road dedication previously done along Galena Rd. & Rt. 47 for the property owner, but not for this project. Ms. Noble will discuss with Engineer Sanderson.

Decommission Bond: This requires a 3% annual increase with the 120% estimate. The lease is for 20 years with options and the bond will need to be updated if the lease extends beyond 20 years.

Photometric Plan: There will be no lighting on the site.

Landscaping Comments: Native pollinators will be used and Ms. Noble will work with the petitioner for an approved plan. Shrubs and trees will be around the solar field, said Mr. Walsh, but there is not enough area to comply with the levels suggested and the buffering is the most important part for a solar field. Shrubs or trees are not needed along the access path. Ms. Noble said a preliminary plan for the pollinator mix would be helpful for the Planning and Zoning Commission meeting and she added that some projects have an agreement with the state for that plan. Some plants may be changed depending on site conditions. Mr. Walsh said a soil analysis will be done to see what plants are appropriate.

Police Department:
The petitioners said in general, there is low criminal activity on their sites and signage at the entrance is not an issue. The gate at the entrance is just into the solar farm, but there is free access on the sides of the gate. A breakable chain for the Fire Department could be installed. There will be an easement through the middle of the property, which is non-exclusive so only the owner needs to give consent.

Other Comments:
Mr. Walsh asked for any other input and Ms. Noble said to make sure the decommissioning estimate is relative to the area. Mr. Kramer said the drainage issue is non-existent. Ms. Noble said EDC has not narrowed the distance requirements from the road. The existing right-of-way of the road is there and approved already, said Mr. Nagel. Mr. Nagel asked if the ComEd line is underground from the solar farm to the Com Ed infrastructure nearby. He asked if it could be re-positioned, which it can be and a new pole is proposed for there.

Comments from Mr. Bart Olson:
Mr. Olson said the City Council does not want anything within 1,000 feet from the commercial corridor. He said to definitely focus on limiting the view shed from Raging Waves into the solar farm. Mr. Olson asked if any roadway improvements will be made or if just interior to the site—it will only be to the interior. The petitioners should make sure there is public benefit, improvements or donations, which is a concern of the Aldermen and should be a component of the proposal to the Council.

Ms. Noble said a map will be provided at the next meeting to show the bufferings at various distances. She will also give the questions to the Engineer and will follow up via email to the meeting participants.

When the Westbury PUD is resolved, meetings can then be scheduled.

Adjournment
There was no further business and the meeting adjourned at 9:57am.

Minutes respectfully transcribed by
Marlys Young, Minute Taker

Memorandum

To: Plan Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Sara Mendez, Planner I
Date: January 24, 2024
Subject: **PZC 2024-05 Corneils Road Solar, LLC/Nexamp, Inc. (Bennett)**

I have reviewed the applications for Annexation, Rezoning and Special Use request dated January 17, 2024 as submitted by Daniel Kramer on behalf of Nexamp dba Corneils Road Solar, LLC, petitioner. The following supplemental materials were included with the applications:

1) Application for Annexation, as prepared by 126612 Corneils Road Solar, LLC
2) Application for Rezoning, as prepared by 126612 Corneils Road Solar, LLC
3) Application for Special Use, as prepared by 126612 Corneils Road Solar, LLC
4) List of Property Owners within 500 feet of subject parcel
5) Cover Letter of Project Narrative/System Design Summary dated December 3, 2023, as prepared by Nexamp
6) Decommissioning Plan Narrative, as prepared by Nexamp
7) ALTA Survey/NSPS Land Title Survey dated 11/23/2022, as prepared by Atwell Group
8) Legal Description dated December 6, 2023, as prepared by Atwell Group
9) Special Use Application Plans dated last revised 12/10/23, as prepared by Atwell Group and submitted by Nexamp
10) Property Aerial dated 12/06/23, as prepared by Nexamp
11) Standard Agreement for Interconnection with ComEd, as submitted by Nexamp
12) Electrical Diagram dated 07/03/2023, as submitted by Nexamp
13) Manufactures Cut Sheets, as submitted by Nexamp
14) Glare Study dated December 14, 2023 prepared by Forge Solar
15) Vegetation Management Plan for Solar Sites Utilizing Native Vegetation, as prepared by Natural Resource Services
16) Letter from Illinois Department of Agriculture dated December 5, 2023

The petitioner is seeking to construct a 4.99-megawatt (MW) alternating current (AC) freestanding commercial solar collector system. The proposed 40-acre solar farm will be situated on approximately 94 acres of existing farmland located in unincorporated Kendall County immediately north of Corneils Road, east of Beecher Road and west of IL Route 47 (N. Bridge Street). The property also consists of an existing farm homestead with accessory buildings.

Upon annexation, the petitioner seeks to rezone the parcel from the default R-1 Single-Family to A-1 Agricultural District zoning and requests special use authorization for a solar farm.

Based upon my review of the application documents and preliminary plans, I have compiled the following comments (requests to the petitioner are underlined):

ANNEXATION COMMENTS:

1. Contiguity of the subject parcel and Yorkville's current corporate boundary is established immediately south of Corneils Road (Westbury South Village) and abutting to the east is the Westbury East Village. Both are undeveloped but entitled mixed-use planned unit developments.
2. Per Section 10-3-4 of the Yorkville Unified Development Ordinance (UDO), any territory annexed to the city shall automatically be classified within the R-1 Single-Family Suburban Residential District.

3. **Any approval of the requested rezoning and special use for the solar farm is contingent upon the approval of the annexation petition**.

REZONING COMMENTS:

1. Per Table 10-3-12(B) Alternative Energy Uses of the United City of Yorkville's Unified Development Ordinance, solar farms are special uses in the A-1 Agricultural District.
2. Section 10-8-12 of the Unified Development Ordinance states specific standards for rezoning which all recommendation bodies will review. The petitioner has provided responses to the established standards for each of the criteria provided in the application.

SPECIAL USE COMMENTS:

Zoning

The subject property consists of three (3) parcels (#02-08-300-008, 02-08-300-011, and 02-08-300-012) which are currently unincorporated and zoned A-1 Special Use in Kendall County. The following are the current immediate surrounding zoning and land uses:

	Zoning	Land Use
North	A-1 SU/ M-3 SU (Unincorporated Kendall County)	Agriculture/ Trans/Communication/Utility
South	Corneils Road R-4 (Westbury South Village PUD)	Transportation/Agriculture
East	R-2, R-4, B-3 (Westbury East Village) Rob Roy Creek	Agriculture/Undeveloped Residential/Tributary
West	A-1 (Unincorporated Kendall County)	Residential/Agriculture

- The proposed commercial solar farm will consist of approximately 11,592 modules installed over 40-acres of the existing farmland and enclosed within a fenced area, per the project narrative. However, the Site Layout Plan (Sheet C-200 B) prepared by Nexamp, date last revised December 10, 2023 states the area to be fenced is approximately 31.09-acres. **Petitioner must verify the accurate area proposed for the solar farm use.**
- The system will include two (2) central inverters and 1-2 transformers, per the Decommissioning Plan. Additionally, the inverters and transformers will be located within the fence and mounted on a concrete pad. **Please verify and the total number of proposed tracker motors**.
- The proposal also includes a Battery Energy Storage system.
    - **Per Table 10-3-12(B) Permitted and Special Uses in the Unified Development Ordinance, battery energy storage systems as primary uses are only permitted in the manufacturing districts. This seems like an accessory use, but staff requests more information on the system**.
- **The petitioner must provide the total amount of time proposed for the lease of the property to operate the proposed community solar farm. This includes any options to extend the lease term**.

Location on Site

Section 10-4-13 Alternative Energy Use Standards in the City's Unified Development Ordinance provides setbacks specific for solar farm uses in the A-1 Agricultural District. The following compares the yard setbacks required, excluding fences, for ground-mounted solar farm uses:

	Minimum Setback for Equipment to Property Line	Proposed Setback
Front (South)	100 feet	~1,698.6 feet
Rear (North)	50 feet from nonresidential/100 feet from residential	~ 36 feet
Side (East)	50 feet from nonresidential/100 feet from residential	~ 59 feet
Side (West)	50 feet from nonresidential/100 feet from residential	~37 feet

- The location of the solar panels meets the minimum front (south) yard setback for ground-mounted solar farm uses in the A-1 District. **However, the solar panels appear to encroach into the required rear and interior side yards to the north, east, and west.**
    - **The minimum distances required for the rear and west is 50 feet, excluding the fence, and the east minimum setback is 100 feet, excluding the fence.**
    - **The Site Plan should be revised to reflect the accurate distances from the property lines to the proposed solar panels and/or fence line.**
- **The Site Plan should also indicate the distance of the proposed nearest solar module to the nearest residential structure to the northwest along E. Beecher Road and to N. Bridge Street to the east.**
    - It is noted within the project narrative there is a reference to the proposed solar system being over 1,000 feet from the nearest residential structure (from nearest existing residential structure to nearest proposed module.
- Per Section10-4-13B.3 of the Unified Development Ordinance, a certified professional engineer shall certify that the foundation and design on the solar panels are within accepted professional standards, given local soil and climate conditions

Height

The maximum height for solar systems, equipment, and structures shall not exceed thirty feet (30') in height when ground mounted, per Section 10-4-13B.6 in the Unified Development Ordinance.

- The petitioner's exhibit (Sheet C-500 B Standard Details) appears to indicate a maximum solar array height as approx. 20 feet at maximum tilt.
- The petitioner's exhibit (Sheet C-06 A Standard Details) appears to indicate a minimum solar array clearance as 3 feet.

Glare/Lighting

Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties or roadways.

- The petitioner has submitted a glare study and analysis which concludes that there was no potential for glint or glare identified by the analysis.
- It is also noted the solar modules will be treated with anti-reflective coating to minimize glare.
- **Staff requests the petitioner provides a viewshed from angles around the solar farm which illustrate how far away the panels will be from the public rights-of-way (Corneils Road), as well as from the residential land uses to the northwest.**

Noise

The transformer is the greatest source of noise on the property.

- It is noted the transformer will be centrally located within the fenced area on either side of the 100' water course buffer.
- **Please verify the distance of the transformer to the nearest residences located to the northwest on E. Beecher Road.**

Fencing

The petitioner has proposed an eight (8) foot tall, fixed knot farm fence to surround the perimeter of the solar farm with a 20-foot-wide double swinging vehicle access gate. As stated in Section 10-4-13B.9 of the Unified Development Ordinance, states that systems, equipment, and structures in solar farms shall be fully enclosed and secured by fence or wall with a height of eight (8) feet in height.

- **Staff recommends an 8' tall, galvanized chain link fence with slats.**
- **A Knox box and keys shall be provided to the City's building department and Bristol Kendall Fire District (BKFD).**

Access Road

The proposed site access is via Corneils Road through an existing gravel driveway. The plan proposes to connect a new 15' wide gravel access drive into the fenced area with the solar system.

- The path provides access to the equipment, however, no formal parking stalls are provided, as no buildings, employees are planned on the site except for the occasional mowing or maintenance visits.
- Per Section 10-4-13B.5 of the Unified Development Ordinance, off street parking provided on-site shall be on a paved and gravel roads are not permitted.
    - Petitioner has provided details regarding the proposed material for the access road.
    - **Staff defers to the City Public Works Director and City Engineer for comment on the road composition.**

Decommissioning Estimate/Plan
The petitioner has provided a decommission plan.

- **In addition to the decommissioning plan narrative, a construction estimate for the life of the lease must be provided with a 3% annual inflation rate which must be reviewed and approved by the City Engineer.**
    - It is noted the Petitioner stated that an Engineers Estiamte

Maximum Lot Coverage
Section 10-4-13B.2 of the Unified Development Ordinance states a solar farm use may occupy up to eighty-percent (80%) of a given parcel in this district.

- As proposed, the solar farm will occupy approximately 42.5% (40-acres) of the overall existing 94 acres of existing farmland.
- **Is the petitioner proposing to consolidate all or some of the three (3) existing parcels? If so, which parcels and what is the total area occupied by the proposed solar use. If not, the petitioner must provide, on a parcel basis, the total area occupied by the proposed solar use**.

Signage
Per Section 10-4-13B.9.a.(1) and (2) of the Yorkville Unified Development Ordinance, warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm.

- Additionally, signs shall be less than four (4) square feet and made with letters and numbers at least three (3) inches in height and shall include the 911 address and an emergency phone number of the operator which shall be answered twenty-four (24) hours a day by a live operator. A nonemergency phone number for the operator shall also be displayed.
- **The petitioner has provided signage information. The emergency contact sign (8.5" x 11") appears to be compliant with this regulation.**

Landscaping
Defer to Engineering Comments related to landscaping.

- It is noted that the petitioner will provide IDOT class 7 seed mix outside fenced areas and site-specific pollinator friendly seed mix within the fenced areas beneath the solar panels.

Utilities
Per Section 1-4-13B.4 of the Unified Development Ordinance, power and communication lines running between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground.

- The proposed community solar farm will not require public utilities such as water or sanitary sewer. The routing of the electrical infrastructure required to connect to the ComEd system includes electrical cables installed underground for the entire project with the exception of a series of overhead poles (approx. 4) for a wire connection near Corneils Road.

Utility Service Provider
The petitioner has provided evidence that the electric utility service has been notified of the owner's intent to install an interconnected customer owned electricity generator.

- A copy of an Interconnection Agreement, as prepared by ComEd dated 03/2/2023.

Special Use Standards
The petitioner has provided answers to each of the criteria in the application as well as providing an additional attachment to these standards.

Easement Requirements
An easement for City access to the solar field will be required in the event the project is abandoned and requires decommissioning by the City.

Economic Development Committee Comments
The City's Economic Development Committee has provided guidance at their January 2, 2024 meeting to staff regarding the acceptable locations of solar fam developments within Yorkville which are as follows:

- **1,000-foot buffer from**
- **1,000-foot buffer from Fox River**
- **Maximum of five (5) solar farms citywide**
    - These recommendations have not been approved, as an amendment to the Yorkville Unified Development Ordinance will be required. Staff is anticipating formal review of the proposed amendment will occur in March 2024.

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ORDINANCE NO. 2023-60

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE ADOPTION OF A NEW UNIFIED DEVELOPMENT ORDINANCE WITHIN THE YORKVILLE CITY CODE

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 12th day of December, 2023

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on December 20, 2023.

Ordinance No. 2023-60

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE ADOPTION OF A NEW UNIFIED DEVELOPMENT ORDINANCE WITHIN THE YORKVLLE CITY CODE

WHEREAS, the United City of Yorkville (the "*City*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14) provides that a municipality may amend its zoning regulations by ordinance after holding a hearing before a commission or committee designated by the corporate authorities; and,

WHEREAS, pursuant to Section 11-13-2 of the Illinois Municipal Code (65 ILCS 5/11-13-2), the Mayor and City Council of the City (the "*Corporate Authorities*") appointed and confirmed an advisory committee (the "*Advisory Committee*") to recommend the boundaries of districts and appropriate regulations to be enforced therein; and,

WHEREAS, the Advisory Committee prepared a tentative report and a proposed new Unified Development Ordinance (the *"UDO"*) for the City; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on the 13th day of September, 2023 (the "*Hearing*"), to consider the tentative report of the Advisory Committee and the proposed new UDO; and,

WHEREAS, due notice in respect to the Hearing was given pursuant to 65 ILCS 5/11-13-2 and 65 ILCS 5/11-13-14 of the Illinois Municipal Code; and,

WHEREAS, within 30 days after the final adjournment of the Hearing, the Planning and Zoning Commission made a final report and submitted a proposed new UDO for the City to the Corporate Authorities; and,

WHEREAS, the Corporate Authorities have reviewed the Planning and Zoning Commission's final report and the proposed new UDO and hereby approves said new amended ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. The above recitals are incorporated and made a part of this Ordinance.

Section 2. That Title 10 - Zoning and Title 11 – Subdivision Control of the Yorkville City Code is hereby amended by deleting said Titles in their entirety and replacing said Title 10: UDO with the language set forth in Exhibit A, attached hereto and made a part hereof.

Section 3. That Title 8 – Building Regulations of the Yorkville City Code is hereby amended by deleting Chapter 7 – Stormwater and Flooding Regulations, Chapter 12 – Landscape Ordinance, and Chapter 15 – Appearance Code, in their entirety, and which are now included within the new Title 10: UDO.

Section 4. The Advisory Committee shall cease to exist upon the passage, approval, and publication of this Ordinance.

Section 5. This Ordinance shall be in full force and effect on January 1, 2024 upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 12th day of December, A.D. 2023.

Jori Behrend
CITY CLERK

KEN KOCH	AYE	DAN TRANSIER	ABSENT
ARDEN JOE PLOCHER	AYE	CRAIG SOLING	AYE
CHRIS FUNKHOUSER	ABSENT	MATT MAREK	AYE
SEAVER TARULIS	AYE	RUSTY CORNEILS	AYE

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 20th day of December, A.D. 2023.

MAYOR

Attest:

CITY CLERK

10-4-13. Alternative Energy Use Standards

A. **General Requirements for all Alternative Energy Uses**.

1. **Applicability**. The provisions of this Section are to establish zoning parameters by which solar and wind energy systems may be installed in the City. Additional renewable energy solutions not mentioned herein may be authorized subject to compliance with the applicable codes and standards of the City.

2. **Use**. Alternative energy systems shall be an accessory to the principal permitted use of a site.

3. **Abandoned Systems**. All alternative energy systems inactive or inoperable for twelve (12) continuous months shall be deemed abandoned. If the system is deemed abandoned, the owner is required to repair or remove the system from the property at the owner's expense within ninety (90) days after notice from the City. If the owner does not comply with said notice, the Building Code Official shall enforce this as a violation of the Yorkville Zoning Ordinance.

4. **Signage**. No attention getting device is permitted on any alternative energy system. One (1) sign shall be permitted to indicate the emergency contact information of the property owner or operator. Said sign shall not exceed two (2) square feet in size. Graphics, colors, corporate logos, and text on wind energy systems located within business or manufacturing zoned properties are permitted, subject to the discretion of the City Council.

5. **Safety**. All wind energy systems shall be equipped with manual and/or automatic controls and mechanical brakes to limit rotation of blades to prevent uncontrolled rotation.

6. **Lighting**. Alternative energy systems shall not be illuminated, except as required by the FAA or those used in commercial applications such as streetlights.

7. **Shadow Flicker**. No habitable portion of an existing adjacent structure shall be subject to shadow flicker from a wind turbine. Shadow flicker onto an adjacent roof and/or exterior wall which does not contain any windows, doors, and like openings shall be acceptable. If shadow flicker occurs, the operation of the wind turbine shall cease during those times which cause the shadow flicker.

8. **Screening**. There shall be no required mechanical screening for alternative energy systems.

9. **Design**. Wind energy systems and associated tower shall be a nonreflective color. The City Council may impose such conditions as are necessary to eliminate, if at all possible, any adverse effects such system may have on surrounding properties.

10. **Compliance**. Wind energy systems shall meet or exceed current standards of the international building code and Federal Aviation Administration (FAA) requirements, any other agency of the state or federal government with the authority to regulate wind energy systems, and all City codes.

11. **Building Code/Safety Standards**. Any owner or operator of an alternative energy system shall maintain said system in compliance with the standards contained in the current and applicable state or local building codes and any applicable standards for said energy systems that are published by the International Building Code, as amended from time to time. If, upon inspection, the United City of Yorkville concludes that an alternative energy system fails to comply with such codes and standards and constitutes a danger to persons or property, the City Code Official shall require immediate removal of the system at the owner's expense.

B. **Solar Farm**.

1. No solar farm shall be erected on any lot less than three (3) acres in size.

2. A solar farm use may occupy up to eight-five (85) percent of a given parcel in the M-1 or M-2 District or up to eighty (80) percent of a given parcel in any other District.

3. A certified professional engineer shall certify that the foundation and design on the solar panels are within accepted professional standards, given local soil and climate conditions.

4. Power and communication lines running between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground.

5. Off-street parking provided on site shall be paved. Gravel or other unpaved materials shall be prohibited.

6. Systems, equipment, and structures shall not exceed thirty feet (30) in height when ground mounted.

7. Groundcover as specified in Section 10-5-3(A)(7) shall be provided beneath all solar panels.

8. Ground mounted solar energy collection systems as part of a solar farm shall have a minimum setback for all equipment, excluding fences, of:

   a. *Front and Corner Yards*: one hundred (100) feet,

   b. *Side and Rear Yards*: fifty (50) feet from nonresidential property lines and one hundred (100) feet from residential property lines.

9. Systems equipment and structures shall be fully enclosed and secured by a fence or wall with a height of eight (8) feet. Knox boxes and keys shall be provided at locked entrances for emergency personnel access.

   a. **Warnings.**

      (1) Warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm in locations determined necessary by the Zoning Officer.

      (2) The signs shall be less than four (4) square feet and made with letters and numbers at least three (3) inches in height and shall include the 911 address and an emergency phone number of the operator which shall be answered twenty-four (24) hours a day by a live operator. A nonemergency phone number for the operator shall also be displayed.

10. **Outdoor Storage.** Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the wind farm shall be allowed except for outdoor storage that is expressly allowed in the zoning district specified elsewhere in this title.

11. **Materials Handling, Storage, and Disposal.**

    a. All solid wastes related to the construction, operation, and maintenance of the solar farm shall be removed from the site promptly and disposed of in accordance with all federal, state, and local laws.

    b. A list of hazardous fluids that may be used on site shall be provided. All hazardous materials related to the construction, operation, and maintenance of the solar farm shall be handled, stored, transported, and disposed of in accordance with all applicable local, state, and federal laws.

12. **Decommissioning Plan.** Prior to receiving approval, the applicant shall submit a decommissioning plan to ensure that the solar farm project is properly decommissioned, which shall include:

    a. Provisions describing the triggering events for decommissioning the solar farm project. Any nonfunctioning solar panel/array of the project shall be decommissioned within thirty (30) days unless the operator has shown to the Zoning Administrator that it is diligently repairing such solar panel/array or component.

    b. Procedures for the removal of structures, debris, and cabling, including those below the soil surface,

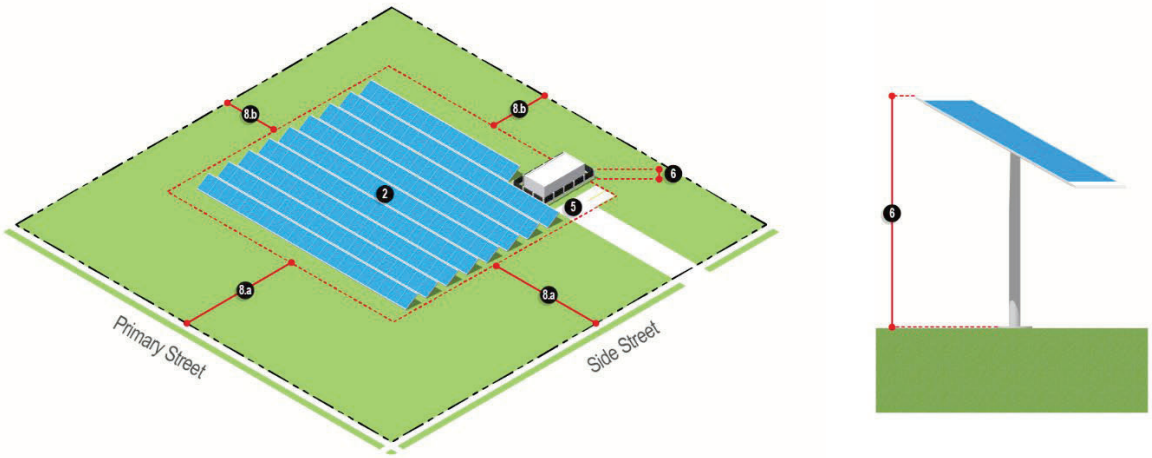
    c. Provisions for the restoration of the natural soil and vegetation,

    d. An estimate of the decommissioning costs certified by a professional engineer, to be updated every three (3) years or as determined necessary by the Zoning Administrator. The Zoning Administrator may request an independent third-party verification of the decommissioning costs at any time. The costs for this verification shall be reimbursed by the applicant and/or operator.

    e. Financial assurance, secured by the owner or operator, for the purpose of performing the decommissioning, in an amount equal to one-hundred and twenty (120) percent of the professional engineer's certified estimate of the decommissioning cost.

    f. A provision that the terms of the decommissioning plan shall be binding upon the owner or operator and any of his successors, assigns, or heirs.

Figure 4.4. Solar Farm Standards



January 10, 2024

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

Re: Corneils Road Solar
Special Use & Rezoning Request – 1st Submittal
United City of Yorkville

Dear Krysti:

We have reviewed the following items for the above-referenced project:

- Special Use & Rezoning Permit Applications
- Special Use Application Plans
- Other Supporting Documentation

Our review of these plans and reports are to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

General

1. The following permits may be required during final engineering and should be provided to the City when obtained. The City and EEI should be copied on all correspondence with the agencies.
    - IEPA NPDES General Construction Permit is required. The Notice of Intent must be filed with IEPA 30 days prior to start of construction.
    - Stormwater permit application in accordance with the Yorkville Storm Water Management Ordinance (Kendall Countywide Ordinance)
2. Since the project is a non-residential development on more than 3 acres it must meet the stormwater detention requirements per the Stormwater Ordinance.
3. Any impacts to wetlands should be designed in accordance with the United City of Yorkville's Wetland Protection Regulations.
4. A field tile survey will be required.

5. There is a floodplain on the property associated with Rob Roy Creek that was identified in the Interim Hydrologic & Hydraulic Analysis of Rob Roy Creek, 2005. The property will have to be developed in accordance with the floodplain provisions of the City's stormwater ordinance. The flood elevation is between 644 and 645. Please see the attached exhibit.

6. A good portion of the site is in the floodway of Rob Roy Creek. Any work in the floodway will require a permit from IDNR. Since solar fields do not fit the conditions of a statewide permit, an individual permit would likely be needed.

7. Perimeter easements will need to be provided. These easements should be a minimum of 20'.

8. No solar equipment will be allowed with existing sanitary sewer easements. It is unclear within the preliminary plans whether this is the case.

9. The decommissioning bond or letter of credit will need to be 120% of the approved estimate.

10. The following will need to be submitted with Final Engineering Plans:

    a. Additional information as shown in the provided checklist.

    b. Truck turning exhibits for delivery and emergency vehicles

    c. Photometric plan

    d. Decommissioning cost estimate

    e. Stormwater management submittal

    f. Landscape plan

If you have any questions or require additional information, please contact our office.

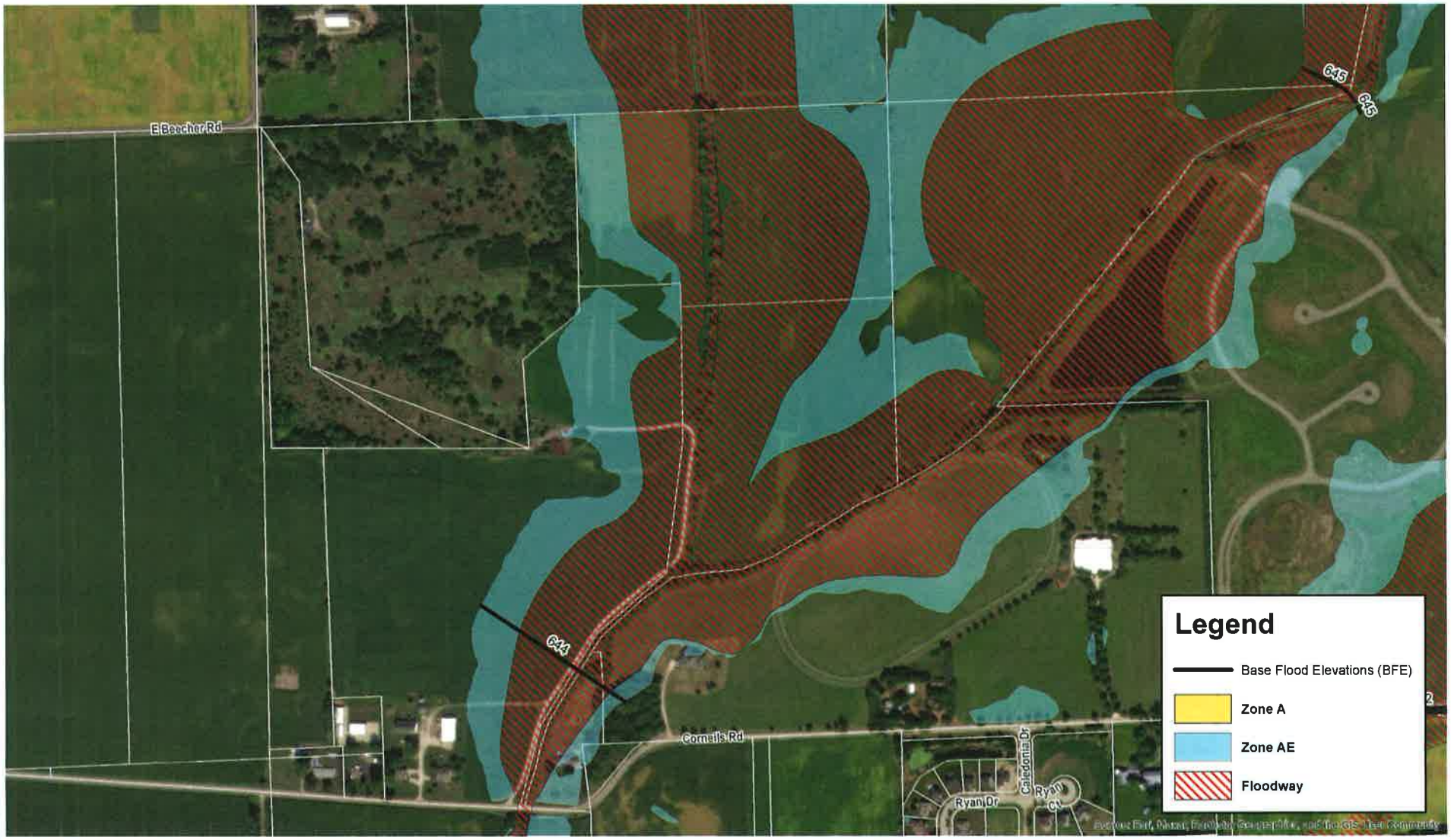
Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Chief Operating Officer / President

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Jori Behland, City Clerk (via email)
Mr. Matt Kwiatkowski, NexAmp (via email)
Mr. Dan Kramer, Attorney (via email)
TNP, PGW2, EEI (via e-mail)



Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
630-553-4350
www.yorkville.il.us

NO.	DATE	REVISIONS

DATE: SEPTEMBER 2023
PROJECT NO.: YO2302
BY: MJT
PATH:
FILE:

600 300 0 Feet

CORNEILS ROAD SOLAR
ROB ROY CREEK
FLOODPLAIN EXHIBIT

N

March 23, 2023

UNITED CITY OF YORKVILLE

GENERAL CHECKLIST FOR COMMERCIAL SITE PLANS/SINGLE LOT DEVELOPMENTS

(EXTERNAL USE ONLY)

- Professional engineer signature and seal on drawings and calculations
- Location map and address, J.U.L.I.E. note included on plans
- Benchmarks based on NAVD 88 datum
- Existing utilities and topography to be provided
  - ✓ Existing elevations and contours shown at 1' intervals
- Compliance with subdivision grading plan (if applicable) and/or provide proposed grading plan
  - ✓ Proposed elevations and contours at 1' intervals
  - ✓ Indicate building top of foundation (2 ft. above H.W.L.)
  - ✓ Storm water drainage - safe outlet available and adequate conveyance provided
- Flood plain or flood way requirements to be addressed, if necessary
- Stormwater management
  - ✓ Per Kendall County/Yorkville stormwater management ordinance
  - ✓ Apply for storm water permit, if necessary
- Provide stormwater pollution prevention (SWPP) plan
  - ✓ Apply for NOI permit, if necessary
  - ✓ Note that receipt of NPDES permit required prior to construction
- Provide typical pavement sections
- Pavement markings and signage
- Entrance detail
- Handicap ramp detail (use IDOT standard)
- Show water service and include City standard details and notes
- Show sanitary service with inspection manhole and include YBSD standard notes
- Apply for appropriate IEPA permits – water and sanitary, if necessary
- Provide easements, if necessary
- Provide landscape plan
- Provide photometric plan
- Compliance with zoning code
- Performance guarantee for public improvements
- Overall cost estimate for all site improvements – for building permit fees

Yorkville Police Department Memorandum
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

Date: January 5, 2024
To: Krysti Barksdale-Noble (Community Development Director)
From: James Jensen (Chief of Police)
Reference: Plan Review – Special Use Application

Project Name:	Corneils Road Solar, LLC Nexamp
Applicant Name:	Gary & Betty Bennett
Petitioner Name:	Matt Kwiatkowski (Nexamp, LLC)
Project Number:	N/A
Project Location:	10791 Corneils Road, Yorkville, IL (Parcel # 02-08-300-008)

The comments listed below are referenced to the above project:

Signage

Handicapped Signage Required: ____ Yes __X__ No

Comments: **N/A**

***Signage must meet MUTCD Standards*
***Fine amount must be listed on sign*

Speed Limit Signage Required/Recommended ____ Yes __X__ No
School Zone Special Signage ____ Yes __X__ No
Special Speed Zone Signage Requested ____ Yes __X__ No

No Parking Signage Recommended? ____ Yes __X__ No
____ No Parking After 2” Snow Fall

No Parking Locations:

- **N/A**

Dedicated Parking signage needed? ____ Yes __X__ No
____ Located by Park
____ School
____ Common Parking Area

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Fax: 630-553-1141

Are there Street Name Conflicts? ____ Yes __X__ No
Comments: **N/A**

Pedestrian/Bike Path Crossing Signage? ____ Yes __X__ No
Warning Ahead Signs are Required

NO Construction Traffic Signage being requested? __X__ Yes _____ No
Comment(s): ***Construction traffic on Corneils Road should be limited to one specific entry and exit point on Corneils Road.***

****We request that all signage is posted prior to the first occupancy permit being issued for each POD or phase.****
****All traffic control signage must conform to MUTCH Standards specific to location, size, color, and height levels****

Roadway

Street Width: _____
Should parking be allowed on BOTH sides of road? ____ Yes ____ No
Should parking be restricted to fire hydrant side? ____ Yes ____ No

Center Roadway Medians: ____ Yes ____ No
Limit Parking on Median? ____ Yes ____ No
Signage Needed? ____ Yes ____ No
Room for Emergency Veh. w/ one lane Obstructed? ____ Yes ____ No

Do you have intersection Concerns? __X__ Yes ____ No
Concerns as listed below:

- **Location of the driveway(s) into project site**
- **Driveway(s) clearly marked with signage in both directions**

Landscape

Low Growth or Ground Cover Landscaping? ____ Yes ____ No
Low Growth or Ground Cover Landscaping by windows? ____ Yes ____ No
Low Growth or Ground Cover Landscaping by Entrances ____ Yes ____ No

Comments: **N/A**

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Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

Ingress / Egress

Entrance/Exits match up with adjacent driveways? ____ Yes __X__ No
Total Entrance/Exits for development? __1__

Are vehicle entrance/exits safe? __X__ Yes ____ No
Are warning signs for cross traffic requested? __X__ Yes ____ No

Raised Median & Signage for Right in & Right Out? ____ Yes __X__ No
Concerns: _____

Emergency Contact for after hours during construction: **Information needed**

Is this a gated or controlled access development? _____W Yes ____ No
If yes, will Police & Fire have Access? __X__ Yes ____ No
Comments: **Will police have access in case of emergency?**

Miscellaneous

Individual Mailboxes? ____ Yes __X__ No
Cluster Mailbox Kiosks? ____ Yes __X__ No
Will this cause traffic choke points? ____ Yes __X__ No

Are sidewalks being planned for the development? ____ Yes __X__ No
Are sidewalk crosswalks needed? ____ Yes __X__ No
Are there bike paths planned for this project? ____ Yes __X__ No
Proper Signage needed for bike paths ____ Yes ____ No
____ Stop Signs ____ Yield Signs ____ NO Motorized Vehicles
____ Trespassing ____ Other _____

Are there HOA Controlled Roadway OR Parking Areas? ____ Yes ____ No

Ample Parking on Site? ____ Yes ____ No

Are there other City Ordinance Concerns? ____ Yes ____ No

Yorkville Police Department Memorandum
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

____ Noise Ordinance ____ Parking Ordinances
____ Alarm Ordinance

Security

Will security cameras be in use? ____ Yes ____ No
Comments: **Will there be security cameras used on site?**

Will the business/management provide the police department remote access to the camera system (User credentials only)? ____ Yes ____ No
Comments: **If you will have camera access on site would the police department have remote access into the system for emergency purposes only?**

What are the business Hours of Operation? **N/A**

Will the property be alarmed? ____ Yes ____ No
Comments: **Will the gate be alarmed?**

Will you provide Floor Plans/Maps to the police department ____ Yes ____ No
Comments: **N/A**

I hope you find this information helpful, and we look forward to reviewing the revisions. If you should have any questions, comments, or concerns please do not hesitate to contact me.

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT
BEFORE
UNITED CITY OF YORKVILLE
CITY COUNCIL

NOTICE IS HEREBY GIVEN THAT 126612 Corneils Road Solar, LLC, petitioner, on behalf of Gary L. and Betty S. Bennett, owners, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The property is generally located immediately north of Corneils Road, approximately 1,700 feet east of Beecher Road, and approximately 4,300 feet west of IL. Route 47 (N. Bridge Street). A total of three parcels, consisting of 94 acres, are proposed to be annexed pursuant to the annexation agreement. The land is currently undeveloped and used for farming. The purpose of this annexation is to allow the construction of a solar farm on a portion of the property and permit the existing agricultural use on the remainder within City limits pursuant to the terms of that annexation agreement.

The legal description of the tract of property is as follows:

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF
SAID SOUTHWEST 1/4; THENCE NORTH 00 ° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET;THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING;THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE

FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING;THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00 ° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET;THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE;THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE,

AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 3:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH00 °02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88 ° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00 °04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23"EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00 ° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PINs: 02-08-300-008, 02-08-300-011, and 02-08-300-012

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the annexation to the City of the above-described tract of property for a solar farm on **Tuesday, April 23, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

JORI BEHLAND
City Clerk

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2024-05

NOTICE IS HEREBY GIVEN THAT 126612 Corneils Road Solar, LLC, petitioner, on behalf of Gary L. and Betty S. Bennett, owners, has filed applications with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification and special use authorization. The real property is generally located immediately north of Corneils Road, approximately 1,700 feet east of Beecher Road, and approximately 4,300 feet west of IL. Route 47 (N. Bridge Street) consisting of 94 acres. The petitioner is requesting rezoning approval from R-1 Single-Family Suburban Residential District to A-1 Agricultural District (contingent on approval of annexation by the City Council). The petitioner is also requesting special use permit approval in pursuant to Section 10-8-5 of the Yorkville City Code for a solar farm.

The legal description is as follows:

PARCEL 1:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF
SAID SOUTHWEST 1/4; THENCE NORTH 00 ° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 28'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.68 FEET; THENCE NORTH 00°46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH 00° 02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00° 04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET;THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86° 06'25" WEST, 38.0 FEET THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16°38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING;THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF

BEGINNING; EXCEPT THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23" EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00°02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 2:
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NORTH LINE OF SAID SOUTHWEST 1/4 FOR THE TERMINUS OF SAID LINE, AND EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS;

PARCEL 3:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 09'48" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 37.42 FEET; THENCE NORTH 88° 26'22" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 272.66 FEET; THENCE NORTH 00° 46'58" WEST, 200.71 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 52'50" WEST 1,057.46 FEET; THENCE NORTH 88° 42'24" EAST, 857.86 FEET; THENCE NORTH 00° 00'30" WEST, 375.0 FEET; THENCE NORTH 52° 02'07" EAST, 315.0 FEET, THENCE NORTH00 °02'07" EAST, 800.0 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88 ° 30'33" EAST, ALONG SAID NORTH LINE, 1,306.96 FEET TO THE CENTER OF SAID SECTION 8; THENCE SOUTH 00 °04'03" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,609.56 FEET TO A POINT WHICH IS 1,044.12 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 59° 25'57" WEST, 694.32 FEET; THENCE SOUTH 81° 55'57" WEST, 349.80 FEET; THENCE SOUTH 51° 55'57" WEST 280.50 FEET; THENCE SOUTH 39° 55'57" WEST, 153.78 FEET; THENCE SOUTH 86°06'25" WEST, 38.0 FEET; THENCE SOUTH 33° 09'12" WEST, 343.0 FEET; THENCE SOUTH 16° 38'23" WEST 379.0 FEET TO THE CENTER LINE OF CORNEILS ROAD; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE 596.0 FEET TO A LINE DRAWN SOUTH 00° 21'50" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, FROM A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 475.50 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00° 21'50" WEST, ALONG SAID PARALLEL LINE, 194.89 FEET TO SAID SOUTH LINE; THENCE NORTH 00° 09'48" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 236.13 FEET TO A LINE DRAWN NORTH 89° 02'55" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89° 02'55" WEST, 206.29 FEET TO A POINT OF BEGINNING; EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE NORTH 85° 20'25" WEST ALONG SAID CENTER LINE OF CORNEILS ROAD, 67.47 FEET FOR A POINT OF BEGINNING; THENCE NORTH 16° 38'23"EAST, 402.58 FEET; THENCE NORTH 33° 09'12" EAST, 449.42 FEET; THENCE NORTH 52° 00'00" EAST, 398.62 FEET; THENCE NORTH 11° 27'20" EAST, 559.64 FEET; THENCE NORTH 00 ° 02'07" EAST, 634.19 FEET; THENCE NORTH 89° 57'53" WEST, 430.60 FEET TO A WESTERLY LINE OF SAID TRACT; THENCE NORTH 00° 02'07" EAST ALONG SAID WESTERLY LINE 725.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND EXCEPT THAT PART THEREOF LYING NORTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 812.20 FEET, MEASURED ALONG THE EASTERLY LINE, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PINs: 02-08-300-008, 02-08-300-011, and 02-08-300-012

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said applications on **Wednesday, April 10, 2024 at 7 p.m.** at the United City of Yorkville, City Hall, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

JORI BEHLAND
City Clerk