

VILLAGE OF DUPO, ILLINOIS

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ORDINANCE NO. 20-18

AN ORDINANCE APPROVING AN AMENDMENT TO THE SOLAR ENERGY SITE  
LEASE AGREEMENT BETWEEN SSI DEVCO, LLC AND THE VILLAGE OF DUPO,  
ILLINOIS.

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ADOPTED BY THE  
VILLAGE BOARD OF TRUSTEES  
OF THE  
VILLAGE OF DUPO, ILLINOIS  
THIS 5<sup>th</sup> DAY OF OCTOBER, 2020

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Published in pamphlet form by  
authority of the Village Board  
of Trustees of the Village of  
Dupo, St. Clair County, Illinois,  
this 5<sup>th</sup> day of October, 2020.

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**AN ORDINANCE APPROVING AN AMENDMENT TO THE SOLAR ENERGY SITE  
LEASE AGREEMENT BETWEEN SSI DEVCO, LLC AND THE VILLAGE OF DUPO,  
ILLINOIS**

**WHEREAS**, the Village of Dupo, St. Clair County, Illinois, ("Village") is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

**WHEREAS**, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on October 5, 2020 at 7:00 p.m., before the Village Board of Dupo, and such meeting was held remotely due to the Governor's Executive Orders pertaining to the COVID-19 pandemic and pursuant to 5 ILCS 120/7(e)(4), and such allowed for remote attendance by the public and the Village Board; and; and

**WHEREAS**, the Village has approved a Site Lease Agreement for Village property located at 195 Coulter Road, Dupo, Illinois, on October 7, 2019, for installation of a solar power generation facility which will supply electrical energy to the Village's wastewater treatment facility; and

**WHEREAS**, during the planning and development of the solar energy farm, it was determined that the layout of the solar panels required an adjustment to account for Village wastewater equipment; and

**WHEREAS**, it is necessary for these modifications to be reflected in the Site Lease Agreement between the Village of Dupo and SSI in order to accurately reflect the placement of solar panels on Village property. The Village and SSI will not change any other portions or material terms of the Site Lease Agreement; and

**WHEREAS**, both SSI and the Village have determined that the Site Lease Agreement for 195 Coulter Road, Dupo, Illinois 62239 should be amended to incorporate the change of placement for solar panels, as described in **Exhibit A**; and

**WHEREAS**, the Board of Trustees for the Village of Dupo, Illinois has determined that it is in the best interest of the Village and its residents to amend the Site Lease Agreement for Solar Installation with SSI DevCo, LLC.

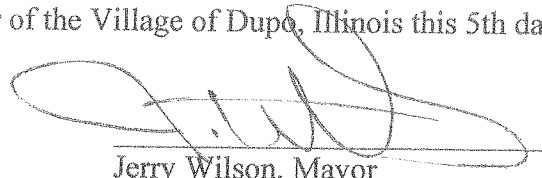
**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE VILLAGE  
BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ILLINOIS:**

1. That the recitals set forth above in the preamble of this Ordinance are hereby incorporated into this Ordinance as recommendations of the Village Board of Trustees of the Village of Dupu, Illinois.
2. That the Village of Dupu, Illinois is authorized to amend the Site Lease Agreement between the Village and SSI DevCo, LLC in that form contained in **Exhibit A** attached hereto.
3. That the Mayor, on behalf of the Village of Dupu Illinois, shall execute, and the Village Clerk shall seal, if necessary, the Amended Site Lease Agreement (**Exhibit A**) and such other documents necessary for the entering into said agreement.
4. That the Mayor and Village Clerk of the Village of Dupu, Illinois are authorized to provide any such additional information and take such additional action as may be required to accomplish the Site Lease Agreement (**Exhibit A**).
5. It is hereby declared to be the intention of the Village Board that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof, and that the Village Board intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. If any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

**PASSED** this 5<sup>th</sup> day of October, 2020 by the Village Mayor and the Village Board of Trustees of the Village of Dupu, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

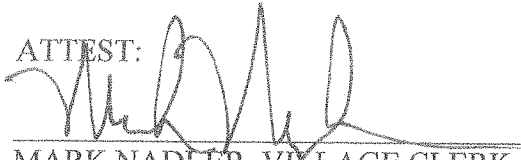
<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Chris Ragsdale	X	_____	_____	_____
Dawn Keys	X	_____	_____	_____
James Smith	X	_____	_____	_____
Joe Basinski	X	_____	_____	_____
Ken Phillips	X	_____	_____	_____
Kerry Foster	X	_____	_____	_____

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 5th day of October, 2020.



Jerry Wilson, Mayor  
Village of Dupo, Illinois

ATTEST:



MARK NADLER, VILLAGE CLERK  
(SEAL)

**[This space intentionally left blank]**

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF ST. CLAIR    )

**CERTIFICATE OF PUBLICATION**

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupo, Illinois.

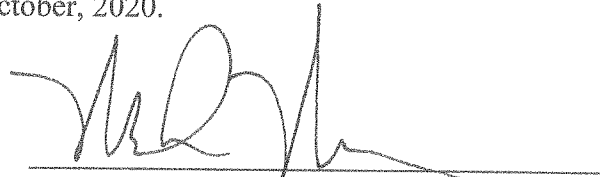
I further certify that on the 5<sup>th</sup> day of October, 2020, the Corporate Authorities of the Village of Dupo, Illinois, passed and approved Ordinance No. 20-18, entitled:

**AN ORDINANCE APPROVING AN AMENDMENT TO THE SOLAR ENERGY SITE  
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ILLINOIS**

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

The pamphlet form of Ordinance No. 20-18, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Dupo Village Hall, commencing on October 5, 2020 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the Village Clerk.

DATED at Dupo, Illinois this 5<sup>th</sup> day of October, 2020.

  
\_\_\_\_\_  
MARK NADLER, Village Clerk

(SEAL)

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF ST. CLAIR    )

**CERTIFICATE OF TRUE COPY**

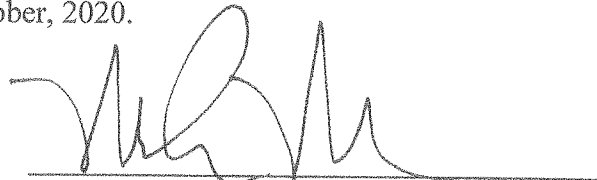
I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupo, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said Village.

I do further certify that Ordinance No. 20-18, entitled:

**AN ORDINANCE APPROVING AN AMENDMENT TO THE SOLAR ENERGY SITE  
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ILLINOIS**

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Dupo, Illinois Village Council held on the 5<sup>th</sup> day of October, 2020.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 5<sup>th</sup> day of October, 2020.

A handwritten signature in black ink, appearing to read 'Mark Nadler', written over a horizontal line.

MARK NADLER, Village Clerk

(SEAL)

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this “**Amendment**”) is entered into on September 30, 2020 (the “**Amendment Date**”), by and between Village of Dupo, St. Clair County, Illinois (“**Lessor**”) and SSI DevCo, LLC, a Delaware limited liability company, or its successors and assigns, having an address at 530 Gaither Road, Suite 900, Rockville, Maryland 20850 (“**Lessee**”).

**WHEREAS**, Lessor and Lessee entered into that certain Lease Agreement (the “**Lease**”) on October 7, 2019;

**WHEREAS**, in order to best accommodate the use of the Entire Property by both parties, Lessee has revised the location and layout of the System and its location on the Entire Property; and

**WHEREAS**, the parties now wish to amend the Lease in order to revise the location of the Site to reflect the new System layout, and to make certain changes to the Lease Term.

**NOW THEREFORE**, for valid consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Lessor and Lessee agree as follows:

1. Capitalized terms that are not otherwise defined herein shall have the meanings given to such terms in the Lease.
2. Schedule A of the Lease is hereby deleted and replaced by the new “Schedule A” attached hereto as Attachment 1.
3. The section entitled “TERM” on the first page of the Lease is hereby deleted in its entirety and replaced with the following:

### TERM

The term of this Lease shall commence on the date hereof (the “Commencement Date”), and shall continue thereafter for twenty-five (25) years from the first day of the month following the month in which the Commercial Operation Date (as defined in the PPA) occurs, unless terminated sooner as provided herein (the “Initial Term”). Lessee shall have the right to extend the term of this Lease for two additional periods of five (5) years each (each an “Extended Term”), by providing notice to Lessor at least ninety (90) days prior to the expiration of the Initial Term or first Extended Term, as applicable. The Initial Term together with any Extended Terms are referred to herein as the “Term.”

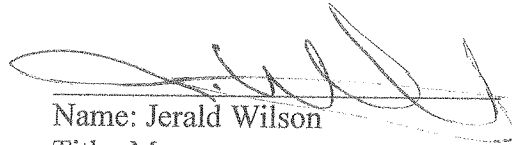
4. Lessor hereby grants an access easement to Lessee, which shall survive for a period of time coterminous with the Term of this Lease, for the purposes of ingress to and egress from each part of the Site (the “Access Easement”). The precise location of the Access Easement as applicable to each portion of the Site is described in Attachment 2 hereto.

5. Except as amended by Amendment, the Lease shall remain in full force and effect in all other respects.
6. The Lease and this Amendment constitute the entire agreement between the parties regarding the subject matter contained herein.
7. This Amendment may be executed and delivered in any number of counterparts, each of which shall constitute an original but all of which are one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Date.

**LESSOR:**

**Village of Dupon, St. Clair County, Illinois**



Name: Jerald Wilson

Title: Mayor

**LESSEE:**

**SSI DevCo, LLC**

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

Name:

Title: Authorized Signatory



## Attachment 1

### New Schedule A to Lease

### Description of Entire Property and Site

#### Description of Entire Property:

The "Entire Property" as referred to in this Lease shall consist of the Premises located at 195 Coulter Road, Dupu, Illinois (PPN:06-20.0-200-003) and the contiguous parcel thereto (PPN: 06-20.0-200-009). Each parcel is more accurately described as follows:

#### PARCEL 1:

PART OF UNITED STATES SURVEY NUMBER 183, CLAIM NUMBER 211 AND PART OF UNITED STATES SURVEY NUMBER 184, CLAIM 210 OF THE PRAIRIE DU PONT COMMONFIELDS, REFERENCE BEING HAD TO THE PLAT THEREOF IN THE ST. CLAIR RECORDER'S OFFICE IN BOOK OF PLATS "E" ON PAGE 29 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID UNITED STATES SURVEY NUMBER 184, CLAIM 210 AND THE NORTHWESTERLY RIGHT OF WAY LINE OF COULTER ROAD (ALSO BEING THE FORMER NORTHWESTERLY RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD) (100 FEET WIDE); THENCE NORTH 33 DEGREES 23 MINUTES 46 SECONDS WEST, ON SAID SOUTHWESTERLY LINE OF UNITED STATES SURVEY NUMBER 184, CLAIM 210, A DISTANCE OF 378.00 FEET TO THE MOST WESTERLY CORNER OF A TRACT OF LAND DESCRIBED IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN DEED BOOK 1663 ON PAGE 157 AND BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE NORTH 56 DEGREES 36 MINUTES 08 SECONDS EAST, PARALLEL TO SAID NORTHWESTERLY RIGHT OF WAY LINE OF COULTER ROAD, 574.06 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT OF LAND DESCRIBED IN DEED BOOK 1663 AND THE NORTHEASTERLY LINE OF SAID UNITED STATES SURVEY 183, CLAIM 211; THENCE NORTH 33 DEGREES 23 MINUTES 02 SECONDS WEST, ON SAID NORTHEASTERLY LINE OF UNITED STATES SURVEY 183, CLAIM 211, A DISTANCE OF 395.00 FEET; THENCE SOUTH 58 DEGREES 36 MINUTES 08 SECONDS WEST, PARALLEL TO SAID NORTHWESTERLY RIGHT OF WAY LINE OF COULTER ROAD, 574.14 FEET TO SAID SOUTHWESTERLY LINE OF UNITED STATES SURVEY 184, CLAIM 210; THENCE SOUTH 33 DEGREES 23 MINUTES 46 SECONDS EAST, ON SAID SOUTHWESTERLY LINE OF UNITED STATES SURVEY 184, CLAIM 210, A DISTANCE OF 395.00 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

PART OF UNITED STATES SURVEY NO. 183, CLAIM NO. 211 AND PART OF UNITED STATES SURVEY 184, CLAIM NO. 210 OF THE " PRAIRIE DU PONT COMMONFIELDS"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF PLATS "E" ON PAGE 29, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING THE SURVEY THEREOF AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF SURVEY NO. 184 AND THE NORTHWESTERLY LINE OF A 100.00 FEET WIDE RAILROAD RIGHT OF WAY DESCRIBED IN DEED RECORDED IN BOOK OF DEEDS 308 PAGE 428 IN THE AFORESAID RECORDER'S OFFICE; THENCE IN A NORTHEASTERLY DIRECTION ACROSS SURVEY 184 AND 183 ALONG THE AFORESAID NORTHWESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, SAID LINE BEING A STRAIGHT LINE, TO THE NORTHEASTERLY LINE OF SURVEY NO. 183; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINE OF SURVEY NO. 183, A DISTANCE OF 378.0 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION ACROSS SURVEY 183 AND 184 ALONG A STRAIGHT LINE PARALLEL TO THE NORTHWESTERLY LINE OF AFORESAID RAILROAD RIGHT OF WAY TO THE SOUTHWESTERLY LINE OF SURVEY NO. 184; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWESTERLY LINE OF SURVEY NO. 184, A DISTANCE OF 378.0 FEET TO THE POINT OF BEGINNING.

#### Description of Site:

The Site consists of two distinct areas of the Entire Property, as described below.

#### Site Area 1:

A part of United States Survey 183, Claim 211 and United States Survey 184, Claim 210, reference being had to the plat thereof in the St. Clair County Recorder's Office in Plat Book 'E'

on page 29, Village of Dupo, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the intersection of the southwesterly line of said United States Survey 184, Claim 210 and the northwesterly right of way line of Coulter Road (Former Missouri Pacific Railroad) 100 feet wide; thence North 33 degrees 23 minutes 46 seconds West, on said southwesterly line of United States Survey 184, Claim 210, a distance of 399.46 feet; thence North 56 degrees 24 minutes 05 seconds East, perpendicular to the last described course, 28.10 feet to the Point of Beginning.

From said Point of Beginning; thence North 33 degrees 00 minutes 21 seconds West; 318.90 feet; thence North 56 degrees 25 minutes 02 seconds East, 47.82 feet; thence North 32 degrees 36 minutes 13 seconds West, 49.94 feet; thence North 56 degrees 24 minutes 05 seconds East, 470.94 feet; thence South 34 degrees 13 minutes 29 seconds East, 46.00 feet; thence South 56 degrees 24 minutes 05 seconds West, 292.07 feet; thence South 33 degrees 00 minutes 21 second East, 162.42 feet; thence South 13 degrees 06 minutes 55 seconds West, 70.67 feet; thence South 33 degrees 00 minutes 21 seconds East, 37.94 feet; thence South 70 degrees 58 minutes 12 seconds East, 33.33 feet; thence North 88 degrees 12 minutes 28 seconds East, 27.41 feet; thence South 33 degrees 00 minutes 21 seconds East, 35.36 feet to a ½ iron rod with cap; thence South 56 degrees 59 minutes 40 seconds West, 221.00 feet to the Point of Beginning.

Said lease area contains 2.08 acres, more or less.

#### **Site Area 2:**

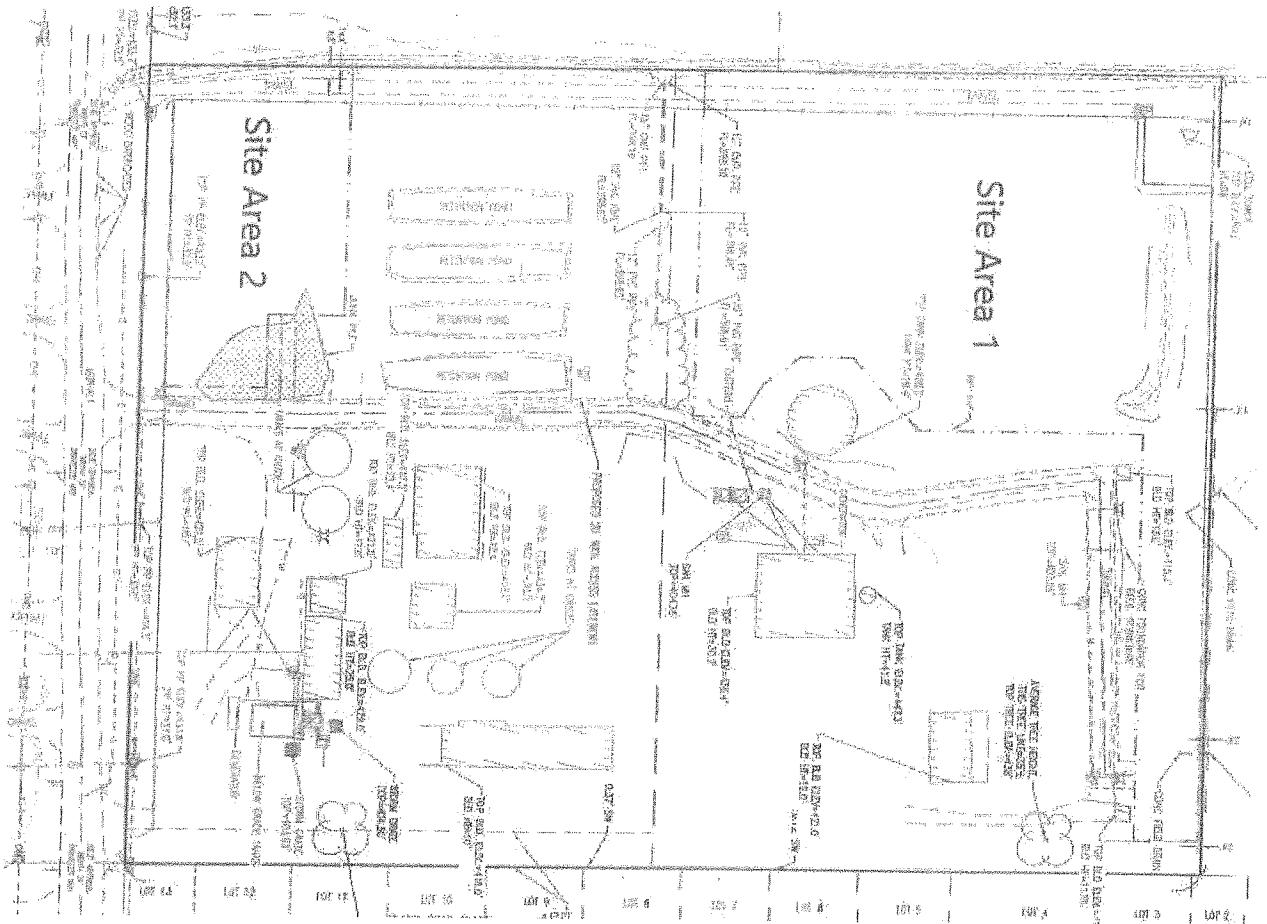
A part of United States Survey 183, Claim 211 and United States Survey 184, Claim 210, reference being had to the plat thereof in the St. Clair County Recorder's Office in Plat Book 'E' on page 29, Village of Dupo, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the intersection of the southwesterly line of said United States Survey 184, Claim 210 and the northwesterly right of way line of Coulter Road (Former Missouri Pacific Railroad) 100 feet wide; thence North 33 degrees 23 minutes 46 seconds West, on said southwesterly line of United States Survey 184, Claim 210, a distance of 145.29 feet; thence North 56 degrees 30 minutes 11 seconds East, 25.95 feet to the Point of Beginning.

From said Point of Beginning; thence continuing North 56 degrees 30 minutes 11 seconds East, 153.45 feet; thence South 32 degrees 54 minutes 25 seconds East, 54.86 feet; thence North 56 degrees 30 minutes 11 seconds East, 52.33 feet; thence South 33 degrees 02 minutes 01 seconds East, 72.79 feet; thence South 56 degrees 30 minutes 11 seconds West, 205.57 feet; thence North 33 degrees 04 minutes 25 seconds West, 127.65 feet to the Point of Beginning.

Said lease area contains 0.53 acres, more or less.

# Depiction of Premises:



**Attachment 2**  
**Description of Access Easement**

**Access Easement to Site Area 1:**

**INGRESS-EGRESS EASEMENT #1**

A 20.00 foot wide ingress-egress easement being a part of United State Survey 183, Claim 211 and United States Survey 184, Claim 210, Village of Dupo, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the intersection of the southwesterly line of said United States Survey 184, Claim 210 and the northwesterly right of way line of Coulter Road (Former Missouri Pacific Railroad) 100 feet wide; thence North 56 degrees 36 minutes 09 seconds East, on said northwesterly right of way line of Coulter Road, a distance of 248.23 feet to the Point of Beginning of the centerline of said easement.

From said Point of Beginning; thence North 32 degrees 33 minutes 00 seconds West, 117.89 feet; thence North 34 degrees 12 minutes 14 seconds West; 235.62 feet; thence North 20 degrees 37 minutes 08 seconds West, 33.50 feet; thence North 10 degrees 49 minutes 47 seconds West, 143.96 feet; thence North 26 degrees 41 minutes 43 seconds West, 23.90 feet; thence North 42 degrees 31 minutes 25 seconds West, 94.08 feet; thence North 39 degrees 00 minutes 57 seconds West, 57.51 feet; thence North 54 degrees 04 minutes 46 seconds East, 21.76 feet; thence North 33 degrees 35 minutes 55 seconds West, 21.76 feet to a southerly line of Lease Area #1 and the Point of Ending.

The side lines associated with the first call after the Point of Beginning shall be extended and trimmed to said northwesterly right of way line of Coulter Road and the last call shall be extended and trimmed to a southerly line of Lease Area #1.

**Access Easement to Site Area 2:**

**INGRESS-EGRESS EASEMENT #2**

A 20.00 foot wide ingress-egress easement being a part of United State Survey 183, Claim 211 and United States Survey 184, Claim 210, Village of Dupo, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the intersection of the southwesterly line of said United States Survey 184, Claim 210 and the northwesterly right of way line of Coulter Road (Former Missouri Pacific Railroad) 100 feet wide; thence North 56 degrees 36 minutes 09 seconds East, on said northwesterly right of way line of Coulter Road, a distance of 248.23 feet; thence North 32 degrees 33 minutes 00 seconds West, 100.87 feet; thence South 56 degrees 30 minutes 11

seconds West, 10.00 feet to the westerly line of Ingress-Egress Easement #1 and the Point of Beginning of the centerline of said easement.

From said Point of Beginning; thence continuing thence South 56 degrees 30 minutes 11 seconds West, 60.71 feet to an easterly line of Lease Area #2 and the Point of Ending.

The side lines associated with the first call after the Point of Beginning shall be extended and trimmed to the westerly line of Ingress-Egress Easement #1 and the last call shall be extended and trimmed to an easterly line of Lease Area #2.