CITY OF URBANA

CITY OF URBANA
CITY COUNCIL REGULAR MEETING

DATE: Monday, March 23, 2026
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

A. Call to Order and Roll Call

B. Approval of Minutes of Previous Meeting

1. **03-02-2026 Committee of the Whole Meeting Minutes**

C. Additions to the Agenda

D. Presentations and Public Input

1. **Fire Department Promotions**

E. Council Input and Communications

F. Reports of Standing Committees

G. Committee of the Whole (*Council Member Christopher Evans, Ward 2*)

1. Consent Agenda

2. Regular Agenda

a. **Ordinance No. 2026-03-007:** An Ordinance Amending Schedule J of Section 23-183 of the Urbana Local Traffic Code Prohibiting Parking at All Times on Certain Streets (Vine Street from Pell Circle to Florida Avenue) – PW

b. **Ordinance No. 2026-03-009:** An Ordinance Authorizing a Solar Facility Ground Lease and Easement of Urbana Landfill Complex – PW

c. **Resolution No. 2026-03-011R:** A Resolution Approving Amendments to a Redevelopment Agreement with MCDJ, LLC (CU Adventures In Time and Space, 302 North Broadway Avenue) – CD

d. **Resolution No. 2026-03-012R:** A Resolution Approving an Increase in the Number of Liquor Licenses in the Class R&T-2 Designation for Mexican Restaurant La Veya LLC, D/B/A La Veya Mexican Restaurant, 1805 Philo Road, Urbana, Ill. – Exec

H. Reports of Special Committees

All City meetings are broadcast on Urbana Public Television and live-streamed on the web. Details on how to watch are found on the UPTV webpage located at https://www.urbanail.gov/executive-department/page/urbana-public-television

I. Reports of Officers

1. **Community Engagement and HOPE Program – PD**

J. Mayoral Appointments

1. *Staff Appointment*

a. ***Interim City Engineer***

– Justin Swinford (term ending on or before December 23, 2026)

2. *Board and Commission Appointments*

a. ***The Urbana Free Library Board of Trustees***

– Meena Malik (term ending June 30, 2029)

K. Discussion

1. **Traffic Commission Procedures – PW**

2. **Surveillance Ordinance – CM's Wilken and Evans**

L. Adjournment

PUBLIC INPUT

The City of Urbana welcomes Public Input during open meetings of the City Council, the City Council's Committee of the Whole, City Boards and Commissions, and other City-sponsored meetings. Our goal is to foster respect for the meeting process, and respect for all people participating as members of the public body, city staff, and the general public. The City is required to conduct all business during public meetings. The presiding officer is responsible for conducting those meetings in an orderly and efficient manner. Public Input will be taken in the following ways:

Email Input
Public comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted) at the following: citycouncil@urbanail.gov. The subject line of the email must include the words "PUBLIC INPUT" and the meeting date. Your email will be sent to all City Council members, the Mayor, City Administrator, and City Clerk. Emailed public comments labeled as such will be incorporated into the public meeting record, with personal identifying information redacted. Copies of emails will be posted after the meeting minutes have been approved.

Written Input
Any member of the public may submit their comments addressed to the members of the public body in writing. If a person wishes their written comments to be included in the record of Public Input for the meeting, the writing should so state. Written comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted).

Verbal Input
Protocol for Public Input is one of respect for the process of addressing the business of the City. Obscene or profane language, or other conduct that threatens to impede the orderly progress of the business conducted at the meeting is unacceptable.

Public comment shall be limited to no more than five (5) minutes per person. The Public Input portion of the meeting shall total no more than two (2) hours, unless otherwise shortened or extended by majority vote of the public body members present. The presiding officer or the city clerk or their designee, shall monitor each speaker's use of time and shall notify the speaker when the allotted time has expired. A person may participate and provide Public Input once during a meeting and may not cede time to another person, or split their time if Public Input is held at two (2) or more different times during a meeting. The presiding officer may give priority to those persons who indicate they wish to speak on an agenda item upon which a vote will be taken.

The presiding officer or public body members shall not enter into a dialogue with citizens. Questions from the public body members shall be for clarification purposes only. Public Input shall not be used as a time for problem solving or reacting to comments made but, rather, for hearing citizens for informational purposes only.

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a speaker who engages in the conduct or behavior proscribed under "Verbal Input". Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or

behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker's microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the meeting record.

Accommodation

If an accommodation is needed to participate in a City meeting, please contact the City Clerk's Office at least 48 hours in advance so that special arrangements can be made using one of the following methods:

- Phone: 217.384.2366
- Email: CityClerk@urbanail.gov

CITY OF URBANA

City of Urbana
400 S Vine Street, Urbana, IL 61801
www.urbanaillinois.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: March 23, 2026 City Council
Subject: An Ordinance Amending Schedule J of Section 23-183 of the Urbana Local Traffic Code Prohibiting Parking at All Times on Certain Streets (Vine Street from Pell Circle to Florida Avenue)

Summary

Action Requested

City Council is being asked to pass the attached ordinance that would prohibit on-street parking on both sides of Vine Street from Pell Circle to Florida Avenue.

Commission Recommendation

During its December 2, 2025 meeting, the Traffic Commission unanimously voted to recommend the prohibition of on-street parking on both sides of Vine Street from Pell Circle to Florida Avenue. The unapproved minutes from this meeting are attached, along with a description of the initial traffic concern and a location map for illustration.

Relationship to City Services and Priorities

Impact on Core Services

Regulating on-street parking is a core service provided by the City, in keeping with Section 23-21 of City Code: "It shall be the general duty of the city traffic engineer to determine the installation and proper timing and maintenance of traffic-control devices, … to conduct engineering investigations of traffic conditions, to plan the operation of traffic on the streets and highways of this city…" In general, most on-street parking regulations are put in place by an ordinance passed by City Council and recorded in one of the Local Traffic Schedules, such as Schedule J.

Strategic Goals & Plans N/A

Previous Council Actions

As shown in the attached location map, there are existing "No Parking" signs on both sides of Vine Street from George Huff Drive to Florida Avenue and on the west side of Vine Street from Holmes Street to George Huff Drive. However, it appears that only the "No Parking" signs on the west side of Vine Street from Holmes to George Huff are supported by an ordinance – Ordinance No. 7677-95. City staff were unable to locate any ordinance to support the "No Parking" signs on Vine Street from George Huff to Florida.

Discussion

Additional Background Information

Prohibiting on-street parking on the east side of Vine Street, from Pell Circle to Holmes, is recommended because vehicles parked in this location would obstruct the safe stopping sight distance for northbound drivers. The stopping sight distance is the distance traveled by a vehicle during the time it takes a driver to see and identify a hazard, apply the brakes, and stop the vehicle. If a driver cannot see a hazard far enough in advance, they will not stop their vehicle in time to avoid a collision. A sight distance analysis was completed according to the procedure in the Bureau of Local Roads and Streets Manual published by the Illinois Department of Transportation (IDOT), and this is included as an attachment.

Prohibiting on-street parking on the east side of Vine Street, from Holmes to George Huff, is recommended to provide continuity between the existing "No Parking" regulations north of George Huff and the proposed "No Parking" regulations south of Holmes. Vine Street narrows from 40 feet wide south of Holmes to 30 feet wide north of Holmes, and the narrower width is also a contributing factor for recommending the prohibition of on-street parking north of Holmes.

Community Impact

Following the December 2, 2025 Traffic Commission meeting, John Zeman mailed owners and residents of properties adjacent to Vine Street, from Pell Circle to George Huff Drive, to notify them of the proposed on-street parking regulation and ask for input. That notification letter and a map showing the affected properties are included as attachments. We received comments from a few residents before January 26, 2026, and this public input is included as an attachment.

On January 26, 2026, John shared this public input with Deputy Chief of Police Zachery Mikalik. Two days later, Deputy Chief Mikalik agreed with John's recommendation to install the "No Parking" signs on both sides of Vine Street from Pell Circle to George Huff Drive as a temporary regulation according to Section 23-22 of City Code. City Code allows a temporary regulation to remain in effect for up to ninety (90) days. The email correspondence between John and Deputy Chief Mikalik is included as an attachment. On January 28, 2026, John mailed the same property owners and residents to notify them that new "No Parking" signs would be installed as a temporary regulation and ask for input. As of February 20, 2026, we had received more input from the same residents who had submitted input earlier and from another resident as well. This public input is also included as an attachment.

John Zeman recognized that there is some opposition from adjacent residents to the proposed ordinance because the removal of existing on-street parking will inconvenience them. Thankfully, there have not been numerous or severe crashes in recent years at this segment of Vine Street. The attached ordinance is not proposed in response to a history of safety problems; rather, it is intended to reduce the risk of crashes. Although Vine Street at this location is classified as a Local Street, it

can be considered a high-volume Local Street, with more than 1,000 vehicles per day. In his opinion, the higher volume of traffic was a good reason to reduce traffic safety risks, and the potential safety benefit was worth the cost of inconveniencing the adjacent residents in this case. Ultimately, City Council is asked to decide whether the costs of inconveniencing a group of residents by prohibiting on-street parking in this segment of Vine Street is worth the potential safety benefit of providing stopping sight distance for northbound drivers.

In response to public input, John Zeman did change my recommendation for the west side of Vine Street from Pell Circle to allow on-street parking to remain as it is because there was not a compelling justification for it. This was a change from the on-street parking regulation approved by Traffic Commission at its December 2, 2025 meeting. The new "No Parking" signs were installed on February 19, 2026 on the east side of Vine Street from Pell Circle to George Huff Drive as a temporary regulation.

At its March 2, 2026 meeting, the Committee of the Whole voted unanimously to allow on-street parking on Vine Street from Pell Circle to Holmes Street. The attached ordinance was revised according to the Committee's decision.

At its March 9, 2026 meeting, City Council voted to hold this ordinance in Committee in order to revisit the recommendation. Then, at its March 16, 2026 meeting, the Committee of the Whole voted unanimously to eliminate on-street parking on both sides of Vine Street from Pell Circle to Florida Avenue.

Recommendation
City Council is asked to pass the attached ordinance that would prohibit on-street parking on both sides of Vine Street from Pell Circle to Florida Avenue.

Next Steps
If the attached ordinance is passed, Staff will update Schedule J of Section 23-183 accordingly. If the attached ordinance is not passed or if some locations are removed from the attached ordinance before passage, Staff will remove all "no parking" signs that are not supported by an ordinance shortly after Council action but no later than May 20, 2026, when the temporary regulation will lapse.

Attachments

1. Ordinance No. 2026-03-007: An Ordinance Amending Schedule J of Section 23-183 of the Urbana Local Traffic Code Prohibiting Parking at All Times on Certain Streets (Vine Street from Pell Circle to Florida Avenue).
2. Unapproved Minutes of the December 2, 2025 Meeting of the Traffic Commission.
3. Traffic Concern Request #1956 Detail Report.

4. Location Map of Vine Street from Pell Circle to Florida Avenue.
5. Sight Distance Analysis for Vine Street from Pell Circle to Holmes Street.
6. Public Involvement:
    a. Map of Properties on Mailing List for Notifications.
    b. December 8, 2025 Letter: Notification of Proposed Parking Regulation on Vine Street (George Huff to Pell Circle).
    c. Public Input Received as of January 26, 2026.
    d. January 28, 2026 Email: Concurrence for Temporary Regulation by City Engineer John Zeman and Deputy Chief of Police Zachery Mikalik.
    e. January 28, 2026 Letter: Update about Proposed Parking Regulation on Vine Street (George Huff to Pell Circle).
    f. Public Input Received as of February 20, 2026.

Originated by: John C. Zeman, City Engineer
Reviewed: Vince Gustafson, Public Works Director
Approved: Darius White, City Administrator

ORDINANCE NO. 2026-03-007

AN ORDINANCE AMENDING SCHEDULE J OF SECTION 23-183 OF THE URBANA LOCAL TRAFFIC CODE PROHIBITING PARKING AT ALL TIMES ON CERTAIN STREETS (VINE STREET FROM ~~HOLMES STREET~~ PELL CIRCLE TO FLORIDA AVENUE)

WHEREAS, the City of Urbana ("Urbana") is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the statutes of the State of Illinois; and

WHEREAS, the City of Urbana has adopted a local traffic code which is set forth in its ordinances as Section 23.1 et seq.; and

WHEREAS, the City of Urbana, pursuant to the aforesaid traffic code, has the authority to regulate parking on its streets and in its parking lots; and

WHEREAS, the City of Urbana restricts parking on streets to provide public safety and access;

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

Section 1. Schedule J of Section 23-183, entitled "Parking Prohibited at All Times on Certain Streets" of Article XIV of the Urbana Local Traffic Code, shall be and is hereby amended by ADDING to that schedule the following portions of streets where no person shall be permitted to park a vehicle at any time:

Parking Prohibited at All Times	Between	And	Side of Street
Vine Street	~~Holmes Street~~ Pell Circle	Florida Avenue	Both Sides

Section 2. All ordinances, resolutions, motions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

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

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

PASSED BY THE CITY COUNCIL this ____ day of _____, 2026.

AYES:

NAYS:

ABSTENTIONS:

_____
Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 2026.

_____
DeShawn B. Williams, Mayor

CITY OF URBANA

CITY OF URBANA
TRAFFIC COMMISSION

DATE: December 02, 2025
TIME: 12:31 PM
PLACE: 706 South Glover Avenue, Urbana, IL 61802

UNAPPROVED MINUTES

Members Present: Zachery Mikalik, John Zeman

Members Absent: Chaundra Bishop

Others Present: Christina Kelle, Dennis Roberts

A. Call to Order and Roll Call

John Zeman called the meeting to order at 12:31 pm. Roll call was taken. A Quorum of Members was present.

B. Approval of Minutes of Previous Meeting

1. March 4, 2025 Meeting Minutes

John Zeman motioned to approve the minutes, Zachery Mikalik seconded. Motion approved with a unanimous vote.

C. Public Input

Proper signage wanted on High St between Grove St & Anderson St due to the frequency of crashes at this intersection. Email input submitted by Nancy Westcott.

D. Unfinished Business

None

E. New Business

1. 2026 Meeting Schedule

John Zeman reviewed the schedule for meetings in 2026. Meetings will continue to be held on the 1st Tuesday of the last month of the quarter. Zachery Mikalik motioned to approve the 2026 traffic commission meeting schedule. John Zeman seconded. Motion approved with unanimous vote.

2. New Stop Signs and Speed Limit Signs in Beringer Commons

Lori Martinsek submitted two traffic concern requests for Beringer Commons. The first request included 4 additional stop signs be placed at the following locations: Both ends of Clarion St - Clarion & Abbey and Clarion & Beringer, Beacon Hill & Beringer, and Beacon Hill & Haydon. Second request, to add 4 speed limit signs for 25 miles/hour on the medians at the entrances of Beringer & University, High Cross & Beringer, and Slayback. John Zeman agrees that there is a need for Stop signs at the four "T" intersections, therefore, recommending the stop signs go up on a temporary basis for 3 months to review. Public input can be considered before the sign installations are made permanent. If engineering and police can agree on some new traffic control devices, we can put temporary signs up for up to 90 days. After that, we can go to council with the ordinance and allow input from the public. Zackery Mikalik motioned to approve 4 additional stop signs be

placed at both ends of Clarion St - Clarion & Abbey and Clarion & Beringer, Beacon Hill & Beringer, and Beacon Hill & Haydon and speed limit signs. John Zeman seconded. Motion approved with unanimous vote.

3. **No parking on Vine Street (Pell Circle to Florida Avenue)**
   James Quisenberry submitted a traffic concern request regarding no parking on Vine Street that stretches from Florida Ave to George Huff Dr. Currently there are "no parking" signs on both sides of the street from Florida Ave to George Huff Dr, however, there are none on the west side of Vine St from Holmes St to Pell Circle and on the east side from George Huff Dr to Pell Circle. He's asking to extend the "no parking" signs on both sides of Vine St from George Huff Dr to Pell Circle. John Zeman concurs with James' request. He recommends that mailers be sent out to neighboring residences prior to installing the signs to allow for public input for a period of about 30 days before heading to council. Motioned to approve the installation of "no parking" signs on both sides of the street – east side from George Huff Dr to south to Pell Circle & on the west side from Holmes St to Pell Circle. Zachery Mikalik seconded. Motion approved with unanimous vote.

4. **Stop Signs on High Street at Grove Street and Anderson Street**
   A recent traffic accident at south Anderson St and east High St has brought concerns to neighbors. After a brief discussion, John agrees with Christina, Dennis and Nancy that we should replace the yield signs with stop signs. These intersections are not appropriate for yield signs based on traffic conditions of the sight line. Motion to approve traffic concern request 1955 to replace yield signs with stop signs on High St at Grove St & Anderson St. Zachery Mikalik seconded. Motion approved with unanimous vote.

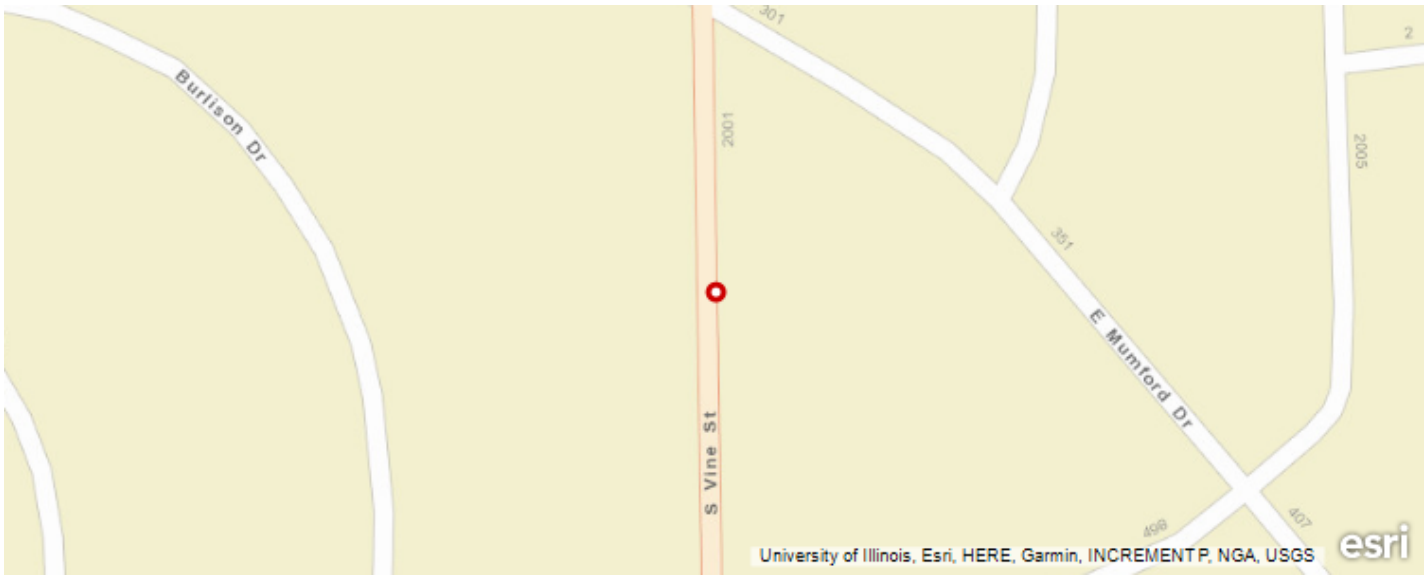
F. Adjournment

The meeting adjourned at 1:20 p.m.

Request Detail

Request ID	Issue	Location	Status	Owner	Department
1956	Traffic Concern	2006	Open	John Zeman	PW-Engineering

Description Email to City Staff:
I have looked at this a while back, before I was on city council so before 2021, and thought there had been an entry that listed no parking on both sides of Vine Street from Florida to George Huff. There are no parking signs on both side of the street for this stretch. I want to ask the Traffic Commission to extend the no parking on both sides to Holmes Street because Vine narrows about 200' North of Holmes, and is the same width from there to Florida. Although the street is wider from Holmes to McHenry, it also curves, so intend to ask them to consider eliminating parking on one or both sides there as well.



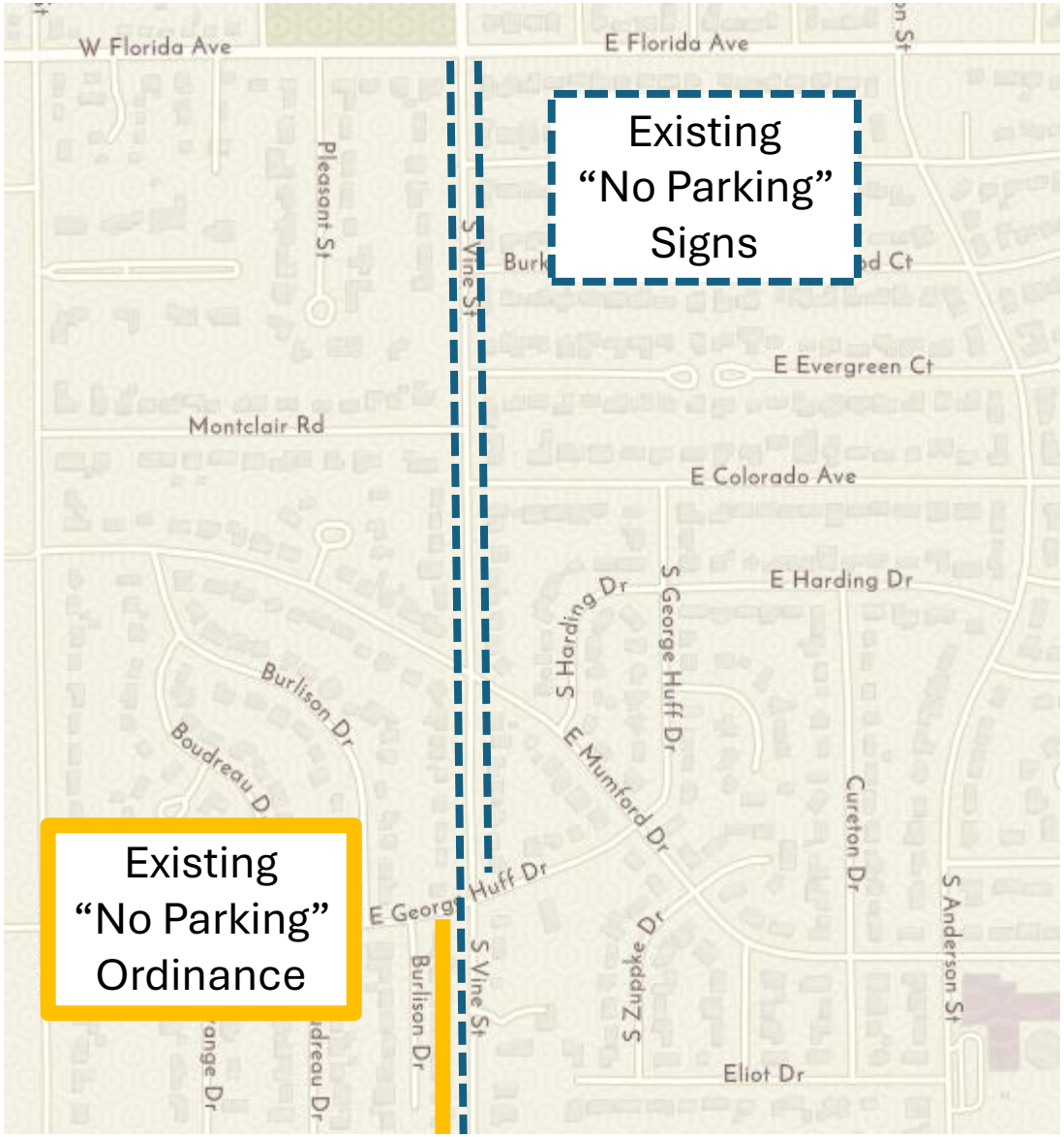
Requester Information

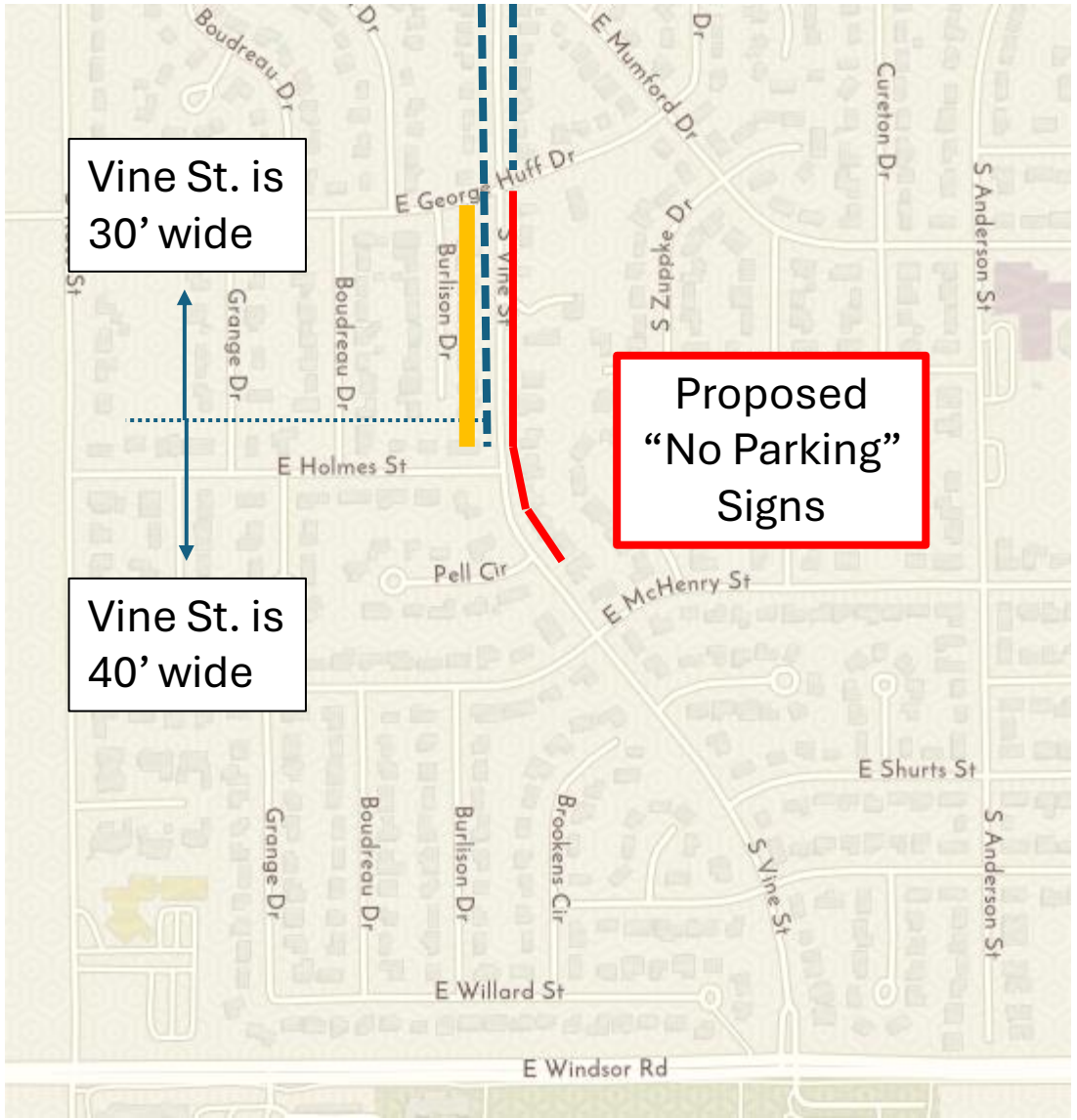
Name	Phone	Observed	Notes
James Quisenberry		10/7/2025	

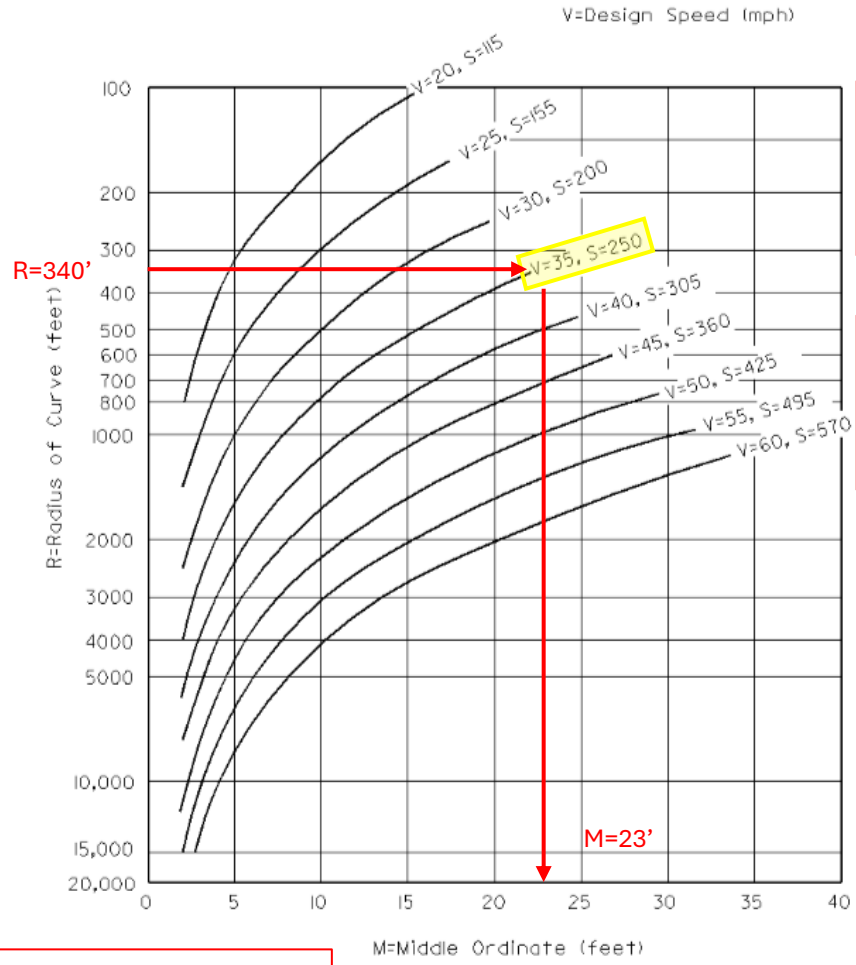
Task Information

Task ID	Activity	Asset	Priority	Status	Total Cost

Traffic Concern, request 1956



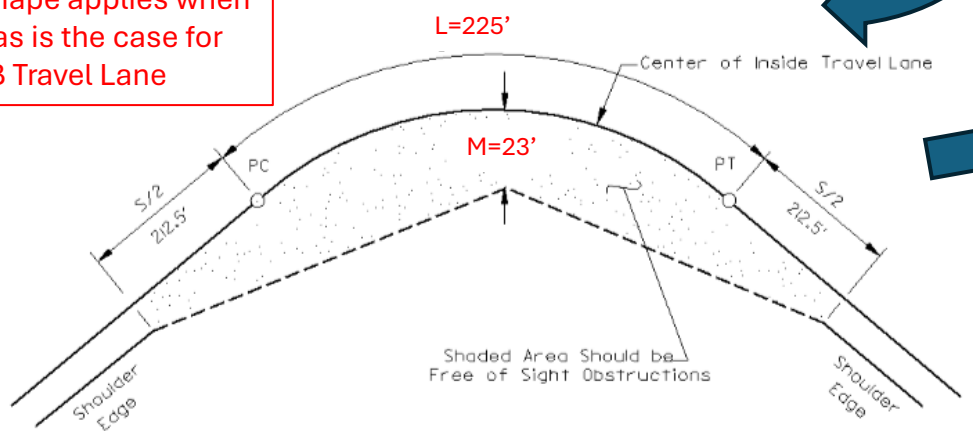




Design speed (V) is the posted speed limit (30 mph) plus 5 mph = 35 mph

Stopping sight distance (S) for 35 mph design speed (V) is 250 feet.

This shape applies when L < S, as is the case for the NB Travel Lane



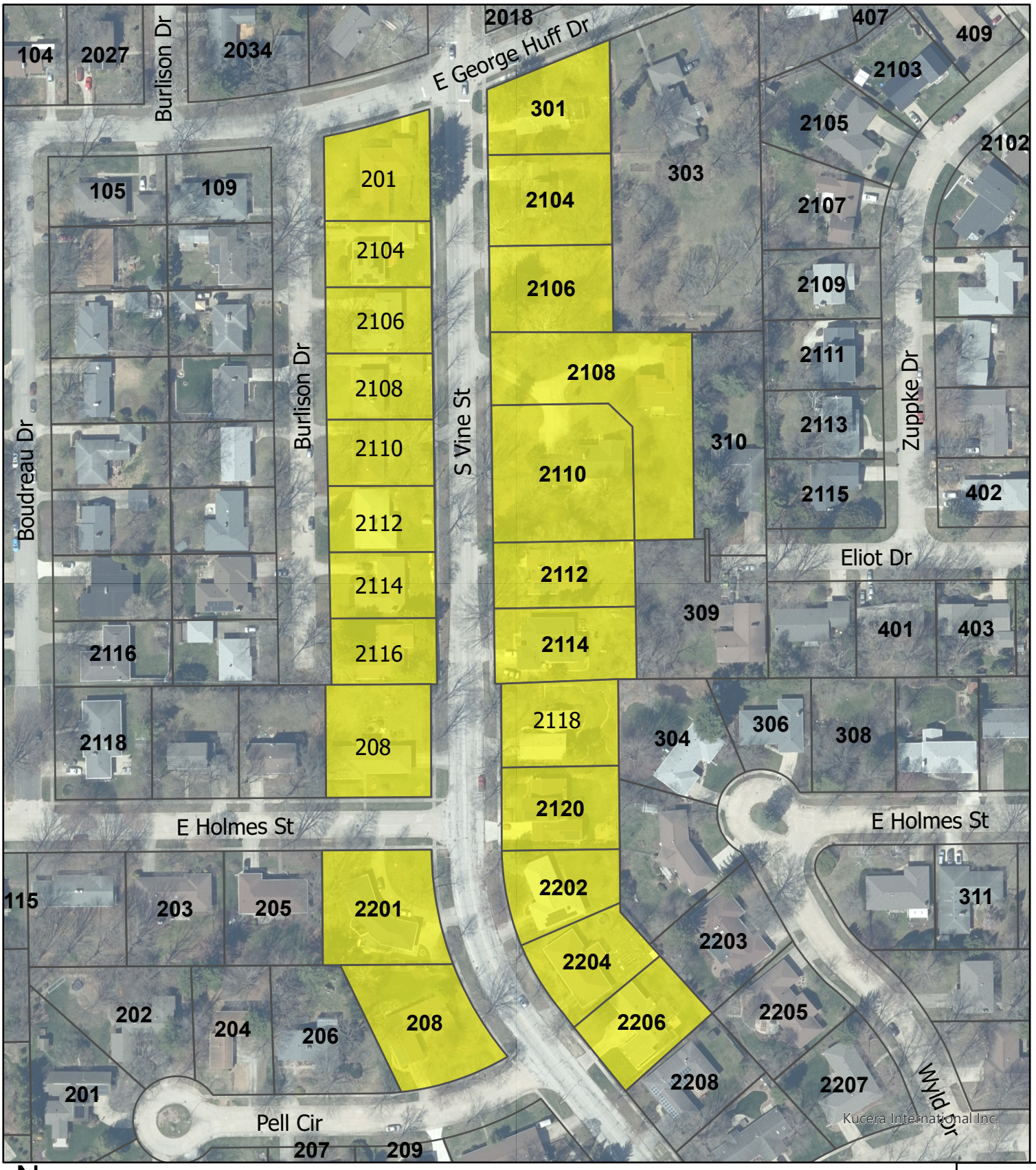
Procedure and figures according to the IDOT Bureau of Local Roads & Streets Manual, Section 29-5.

Vine Street - George Huff Dr. to Pell Cir.

Item a.

Date created: 12/02/2025
Created by: Urbana Public Works, (217) 384 - 2342
Data sources: CCGIS Consortium, Urbana Public Works

Mailing List Exhibit



N

Legend

Vine_Street_George_Huff_to_Pell_Circle_properties

CITY OF URBANA Illinois

Public Works Department
Vince Gustafson, Interim Director

706 Glover Ave • Urbana IL 61802 • (217) 384-2342

December 8, 2025

[Name]
[Address]
[Address]

Subject: Notification of Proposed Parking Regulation on Vine Street (George Huff to Pell Circle)

Dear Sir or Madam,

The Urbana Traffic Commission has proposed to remove on-street parking from both sides of Vine Street between George Huff Drive and Pell Circle. There is currently no parking allowed on both sides of Vine Street from Florida Avenue to George Huff Drive and no parking allowed on the west side of Vine Street from George Huff Drive to Holmes Street. The Traffic Commission reviewed a request from a member of the public to remove on-street parking in this segment of Vine Street because the street is narrower north of Holmes Street and the curve between Holmes Street and Pell Circle is sharp. The curve between Holmes Street and Pell Circle is sharp enough that on-street parking on the east side of Vine Street would inhibit sight distance, such that I recommended we remove on-street parking for traffic safety. I also recommended removing on-street parking for both sides of Vine Street up to George Huff Drive for continuity with the existing parking regulations.

As the resident or owner of a property adjacent to this segment of Vine Street, I am notifying you of the proposed change to on-street parking and inviting you to contact me if you have any questions or would like to provide input. You may contact me by calling 217-384-2390 or emailing john.zeman@urbanail.gov.

We plan to install "No Parking This Side of Street" signs on both sides of Vine Street between George Huff Drive and Pell Circle no earlier than January 20, 2026. The new parking regulations would be in effect as a temporary traffic regulation for up to ninety (90) days until City Council were to approve an ordinance to make the parking regulations permanent.

Sincerely,

John C. Zeman, PE, SE
City Engineer

Email from Jennifer Heath (2114 S Vine) on 12/11/2025:

I just received your letter regarding the parking changes from George Huff to Pell Circle, thank you. Can something be done about the speed of traffic as well? Many motorists, when traveling east, hit the McHenry stop sign and then accelerate aggressively. Numerous vehicles round the mentioned curve at speeds much higher than 30 mph. Thank you for looking into this.

Email from Ray Thomsen (2202 S Vine) on 12/14/2025:

Hello, my name is Ray Thomsen. I have received your letter concerning possible changes concerning street parking on Vine St.

I agree disallowing street parking on Vine St. between Huff Drive and Holmes St. is a good idea. However, I have some issues with extending that to Pell Circle. The way I see it that extension would affect four properties. My home at 2202 South Vine St.; my direct southern neighbor 2204 South Vine and two homes on the west side of the street namely 2201 South Vine, 208 Pell Circle.

2201 S Vine has a long curved drive between Holmes and Vine with available parking for a minimum of five cars, probably more with care and parking on Holmes. So, impact would be minimal at best.

208 Pell Circle obviously faces Pell Circle and has street parking on Pell. Hence they are also not meaningfully impacted.

2201 S Vine would be restricted. Both they and I have lived in our respective homes for over 20 years and in that time I have never seen them park on the street. So, while it technically impacts them, I doubt they have any concerns.

Which leaves me. Occasionally vendors when working in or at my home will park on the street or sometimes I'll park on the street so they can park in my driveway. Specifically during the mowing season a vendor parks on the street with their trailer in front of my property on a weekly basis. There are other reasons which causes me to occasionally park on the street. And while I would technically agree parking in front of my property reduces vision along the path of the curve of the road I don't feel it is a substantial problem. I have observed traffic on Vine St. while I was parked on the street many times including during "rush hour" and have seen traffic flowing in both directions simultaneously without any noticeable speed reduction.

I would request and greatly appreciate if the city would end the no street parking zone at Holmes St. If the city does extend it to Pell Circle despite my request, I hope any

signage on along my property to be added to the existing bus stop sign as opposed to adding an additional signage.

Notes from Phone Call with Charles Warmbrunn (2110 S Vine) on 12/18/2025:

He has been living on Vine Street since 2000. His observation is that residents only use the on-street parking during holidays or special events. He sees a lot of on-street parking on George Huff already, and he has concerns about more on-street parking moving to the side streets. He is opposed to the recommended changes to no-parking because the status quo has been in effect for so long without a lot of crashes. Charles would like to be notified of the next steps, especially Council

Outlook

Re: Traffic Commission: Next Steps for No Parking on Vine Street (Pell Circle to Florida Avenue)

From Zachery Mikalik <Zachery.Mikalik@UrbanaIL.gov>
Date Wed 1/28/2026 8:05 AM
To John Zeman <John.Zeman@UrbanaIL.gov>

Thanks for the follow-up and for putting this together. I've reviewed the attachments and I agree there's nothing in the feedback that changes the original recommendation. I support moving ahead with the temporary No Parking signs in the proposed areas through early March.

From: John Zeman <John.Zeman@UrbanaIL.gov>
Sent: Monday, January 26, 2026 2:45:58 PM
To: Zachery Mikalik <Zachery.Mikalik@UrbanaIL.gov>
Cc: Maishah Alin <Maishah.Alin@UrbanaIL.gov>
Subject: Traffic Commission: Next Steps for No Parking on Vine Street (Pell Circle to Florida Avenue)

Zach,

I want to follow up with you about the No Parking on Vine Street item that we discussed at the December Traffic Commission meeting. Attached is the agenda packet for your reference. Basically, I proposed that we add No Parking restrictions on the east side of Vine Street from George Huff to Holmes Street and on both sides of Vine Street from Holmes to Pell Circle.

In mid-December we mailed out a written notice to the residents and property owners of the properties that are immediately adjacent to the proposed No Parking restrictions. The attached map shows the properties that we notified. After 30 days from the notices going out, I received input by phone or email from three properties. Along with the original traffic concern, I have summarized the public input we received in the attached Word document.

I don't believe the input we received from the public provides persuasive reasons, nor was there enough opposition voiced, to deviate from my recommendations. Please review the input we received and let me know your thoughts. Do you support us installing No Parking signs in the proposed areas as a temporary measure (for up to 90 days) until we seek Council approval in early March?

For your reference, here is the section of City Code that gives us the authority to put up temporary traffic regulations, if we are in agreement:

Sec. 23-22. - Temporary and experimental regulations.

(a) The chief of police, by and with the approval of the city traffic engineer, is hereby empowered to make regulations necessary to make effective the provisions of the traffic ordinances of this city and, with notice to the city council, make and enforce temporary or

experimental regulations to cover special conditions. For the purposes of this section, no to the city council shall be provided by a report by the chief of police or the city traffic engineer to the traffic commission regarding such temporary or experimental regulations that have been put into effect and the inclusion of such report in the minutes of the traffic commission. No such temporary or experimental regulation shall remain in effect for more than ninety (90) days.

(b) The city traffic engineer may test traffic-control devices under actual conditions of traffic.

(Ord. No. 9697-123, § 23-2-2, 4-21-97)

Happy to discuss this with you over the phone or in person, if you'd like.

Thanks,

John C. Zeman, PE, SE
City Engineer

Public Works Department | City of Urbana
706 Glover Ave | Urbana, Illinois 61802
217.384.2390

CITY OF URBANA

CITY OF URBANA Illinois

Public Works Department
Vince Gustafson, Interim Director

706 Glover Ave • Urbana IL 61802 • (217) 384-2342

January 28, 2026

[Name]
[Address]
[Address]

Subject: Update about Proposed Parking Regulation on Vine Street (George Huff to Pell Circle)

Dear Sir or Madam,

In early December 2025, we notified you that the Urbana Traffic Commission proposed to remove on-street parking from both sides of Vine Street between George Huff Drive and Pell Circle. We were contacted by a few residents and owners of properties adjacent to this segment of Vine Street, and they provided input. I reviewed the public input with the Deputy Chief of Police, and we agreed that the content and volume of public input received did not lead us to change our proposal to remove on-street parking.

We will install "No Parking This Side of Street" signs on both sides of Vine Street between George Huff Drive and Pell Circle in the coming days. The new parking regulations will be in effect as a temporary traffic regulation for up to ninety (90) days until City Council were to approve an ordinance to make the parking regulations permanent. I plan to propose an ordinance for these parking regulations to City Council starting at the Committee of the Whole meeting on Monday, March 2, 2026. The meeting will likely be at 7:00 PM, though you should check the City's website in advance to verify the meeting time. I will provide Council with the public input we received, along with our recommendation.

You are still able to provide input at this time. You may contact me by calling 217-384-2390 or emailing john.zeman@urbanail.gov; you may contact your Ward 7 Council Member, James Quisenberry, by calling 217-282-0255 or emailing james.quisenberry@urbanail.gov; or you may attend the Committee of the Whole meeting to provide public comment.

Sincerely,

John C. Zeman, PE, SE
City Engineer

Email from Lisa Huang (2204 S Vine) on 02/01/2026:

I am Huang, a resident of Urbana living on Vine Street.

I received the letter from you regarding the parking restrictions on Vine Street. Thank you for your work to make parking safer in Urbana; we are in support of having a portion of Vine Street restricted.

However, we would like to suggest that the restriction be changed to be from George Huff Drive to Holmes Street, rather than from George Huff Drive to Holmes Street.

The section of Vine Street from between Holmes Street and Pell Circle, which is included in your proposal, is wide enough to safely support the parking of vehicles, which is why we believe it should be available and accessible for parking.

It is necessary to restrict parking on the section of Vine Street between George Huff Drive and Holmes Street, because the road is narrow on that section of the street.

However, the road is wide enough to park safely on starting from Holmes Street all the way to Windsor Street, so we believe that the section of Vine Street from Holmes Street to Pell Circle should be available and accessible for parking.

Thank you for your consideration.

Sincerely,
Huang

Email conversation between Jennifer Heath (2114 S Vine) and John Zeman (City Engineer):

Sent 02/04/2026 at 8:14 AM

> Mr. Zeman,
>
> We received your notice regarding the installation of 'no parking' signs on Vine Street between George Huff and Pell Circle, thank you. Will anything be done about the amount of dangerous speeding that occurs in this area?
>
> Jennifer Heath

Sent 02/19/2026 at 12:14 PM

Jennifer,

I have shared your concerns about vehicles speeding on this segment of Vine Street. If Police are available to dedicate targeted enforcement of speeding in this area, that is the best we can do at this time.

Thanks,

John

Sent 02/19/2026 at 1:22 PM

Are you able to post speed limit signs? Thank you.

Sent 02/20/2026 at 2:34 PM

Jennifer,

Typically we would not post speed limit signs for the default speed limit of 30 mph, but there are cases when it makes sense. Because Vine Street is a higher volume street which could warrant posting the speed limit. Windsor Road to the south is a 40 mph street - sometimes it makes sense to remind drivers when they turn onto Vine that it isn't 40 mph anymore. We can review this suggestion. Are your concerns of speeding on Vine Street primarily between George Huff and Holmes, or are there other locations on Vine Street where you have concerns?

Thanks,

John

Email conversation between Ray Thomsen (2202 S Vine) and John Zeman (City Engineer) on 02/19/2026:

Sent 8:55 AM

Ray,

Good morning. I'm considering allowing on-street parking to remain on the west side of Vine Street from Holmes to Pell Circle. Would that alleviate some of your concerns?

Thanks,

John

Sent 9:14 AM

John,

Seeing as I live on the east side of Vine I don't see how that would alleviate any of the inconvenience of the removal of parking access to my property. Additionally, it seems counter-intuitive to me. Wouldn't it make more sense to restrict it on the west since it is the outside of the curve in the road? Both north and south bound traffic continuing on a straight path will run into the west side of Vine Street. Consequently, it would seem logical to remove the parking on the west side and allow it on the east side.

On the off chance you misspoke, and you meant to allow parking from Holmes to Pell Circle on the east side of Vine, then yes -- that would alleviate my concerns as it would maintain parking access to my property.

Also, the signs are already up. Did the city workers jump the gun? I thought the council hadn't approved the change yet.

Sincerely

Ray Thomsen

Sent 9:33 AM

Ray,

Thank you for the quick response. No, I didn't misspeak. My recommendation is to remove on-street parking on the east of Vine Street, the inside of the curve, because vehicles parked on the east side can obstruct the sight distance of northbound vehicles - they wouldn't see a stopped car in enough time to safely stop.

Our crew is installing the No Parking signs as a temporary regulation, pending approval by City Council before they can be left permanently in place. This item will go to Council on Monday, March 2.

Thanks,

John

Sent 9:48 AM

John,

Has this ever happened? Is there record of a accident report where parking in this area was cited as a contributing factor?

It is my opinion you are trying to solve a problem that does not exist. Does it decrease the chances of an accident? Sure. We could also decrease the chances by reducing the speed limit to 15 mph. You are proposing to remove legal parking access to my property. Which unsurprisingly, I consider inconvenient and as far as I am concerned, it is unnecessary.

Sincerely

Ray Thomsen

Notes from Phone Conversation with Charles Warmbrunn (2110 S Vine) on 02/20/2026:

I think the current parking situation has been in place since the 1950's. It sounds like you don't have a good reason to remove parking between George Huff and Holmes except to make it consistent with the no parking that is north of George Huff. People on this segment of Vine Street bought their homes knowing that there was on-street parking, and now you propose to take that away.

If you're concerned about safety at the sharp curve, why not reduce the speed limit at the curve, like to 25 mph? Will you go to other sharp curves in the City and remove parking from there as well? Nearby examples of sharp curves with parking on both sides are Mumford between Zuppke and Cureton and Scovill at Cottage Grove.

ORDINANCE NO. 2026-03-007

AN ORDINANCE AMENDING SCHEDULE J OF SECTION 23-183 OF THE URBANA LOCAL TRAFFIC CODE PROHIBITING PARKING AT ALL TIMES ON CERTAIN STREETS (VINE STREET FROM PELL CIRCLE TO FLORIDA AVENUE)

WHEREAS, the City of Urbana ("Urbana") is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the statutes of the State of Illinois; and

WHEREAS, the City of Urbana has adopted a local traffic code which is set forth in its ordinances as Section 23.1 et seq.; and

WHEREAS, the City of Urbana, pursuant to the aforesaid traffic code, has the authority to regulate parking on its streets and in its parking lots; and

WHEREAS, the City of Urbana restricts parking on streets to provide public safety and access;

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

Section 1. Schedule J of Section 23-183, entitled "Parking Prohibited at All Times on Certain Streets" of Article XIV of the Urbana Local Traffic Code, shall be and is hereby amended by ADDING to that schedule the following portions of streets where no person shall be permitted to park a vehicle at any time:

Parking Prohibited at All Times	Between	And	Side of Street
Vine Street	Pell Circle	Florida Avenue	Both Sides

Section 2. All ordinances, resolutions, motions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 3. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

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

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

PASSED BY THE CITY COUNCIL this ____ day of _____, 2026.

AYES:

NAYS:

ABSTENTIONS:

_____
Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 2026.

_____
DeShawn B. Williams, Mayor

CITY OF URBANA

City of Urbana
400 S Vine Street, Urbana, IL 61801
www.urbanaillinois.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: March 16, 2026 Committee of the Whole
Subject: An Ordinance Authorizing A Solar Facility Ground Lease and Easement of Urbana Landfill Complex

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Summary

Action Requested

City Council is being asked to pass the attached resolution that would authorize the Mayor to execute a lease and easement, allowing a developer to build a solar energy array. The array will be on parcel 91-21-09-401-007 and the easement on parcel 91-21-10-151-006.

Brief Background

The City completed a qualifications based selection for a landfill solar developer at the end of 2021 to pursue the development of a second solar array on the City's closed landfill. The City selected TotalEnergies Distributed Generation USA, LLC (Total), a global energy company. Council approved a Lease Option and Form of Lease on August 22, 2022 and an extension to the same on August 12, 2024.

The City and Total have agreed certain amendments to the Lease which being legally substantive, require an additional Council approval. Specifically, an easement to provide Total access to the site across roads established at the Urbana Landfill Complex was not incorporated in the Lease previously approved.

Amendments include:
P1: Addition of project-specific LLC
P1: Acres leased reduced from 24 to 15.5
P2: Additional of easement
P6: Increase of lease term to 27 years and three 5 year renewals
P7: Addition of final lease rate
P44: Addition of legal description in Exhibit A

Relationship to City Services and Priorities

Impact on Core Services N/A
Strategic Goals & Plans Supports Imagine Urbana goal to Advance a Clean and Green Economy
Previous Council Actions Council has approved an earlier version of this lease.

Discussion

Fiscal and Budget Impact

Total will pay the City of Urbana $1,632 per acre per year with 2% annual escalation for 15.5 acres totaling $894,070 at the conclusion of the regular term and $1,366,850 in the event that both extensions are exercised.

Recommendation

City Council is asked to pass the attached resolution that would authorize the Mayor to execute a lease and easement, allowing a developer to build a solar energy array.

Next Steps

If the attached resolution is passed, the Mayor will execute the lease and easement and the developer may begin construction of a solar energy array.

Attachments

1. An Ordinance Authorizing A Solar Facility Ground Lease and Easement of Urbana Landfill Complex

Originated by: Scott Tess, Sustainability & Resilience Officer
Reviewed: Vince Gustafson, Public Works Director
Approved: Darius White, City Administrator

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SOLAR FACILITY GROUND LEASE AND EASEMENT OF URBANA LANDFILL COMPLEX

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

WHEREAS**,** Subsection (a), entitled "Sale of real estate," of Section 2-118, entitled "Purchase, sale, lease, etc., of real estate," of the Code of Ordinances, City of Urbana, Illinois, provides that any real estate owned by the City of Urbana may be leased in any manner prescribed by the City Council in an ordinance authorizing such lease; and

WHEREAS**,** the City Council expressly finds and declares that the real estate, or interest therein, that is therein authorized to be sold is no longer needed for governmental purposes or proprietary activity of the City.

WHEREAS, the City owns certain property commonly known as the "Urbana Landfill Complex" a portion of which consisting of land readily suitable for solar energy development and an easement across existing roads to access such land is situated in Champaign County, Illinois (hereinafter, the "Landfill"); and

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

WHEREAS, TotalEnergies Distributed Generation USA, LLC, directly or through one or more of its affiliated organizations, (hereinafter, collectively, "Total") is in the business of leasing property and constructing solar power generating facilities on such property; and

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

Section 1.

The Lease Agreement and Easement and its exhibits appended thereto and incorporated therein in substantially the form appended hereto and incorporated herein by reference, shall be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and the same is hereby authorized to execute on behalf of the City of Urbana, Illinois and deliver the same to the City Clerk of the City of Urbana, Illinois, the latter being and the same being hereby authorized to attest to said execution of the Lease and Easement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ Day of _____, 2026.

AYES:

NAYS:

ABSTAINS:

_____
Darcy Sandefur, City Clerk.

APPROVED BY THE MAYOR OF THE CITY OF URBANA, ILLINOIS this ____ Day of _____, 2026.

_____
DeShawn Williams, Mayor.

SOLAR FACILITY GROUND LEASE AND EASEMENT

This SOLAR FACILITY GROUND LEASE AND EASEMENT (the "**Lease**") is made and entered into as of March 25, 2026 (the "**Effective Date**"), by and between the City of Urbana, Illinois, (hereinafter, "**Landlord**" or "**City**"), and Solar Star Urbana Landfill South, LLC, a Delaware limited liability company ("**Tenant**"), (collectively and singly, the "Parties" or the "Party").

RECITALS:

A. Landlord is a unit of local government and is the owner of certain real property located in the Champaign County, State of Illinois, consisting of approximately 16 acres and being more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "**Land**"), including all rights to the use of the surface of such Land and together with any easements, rights-of-way, and other rights and benefits relating or appurtenant to such Land (all of the foregoing, including the Solar Energy, as defined below are referred to collectively herein as the "**Property**").

B. Landlord and Solar Star Urbana Landfill South, LLC, a Delaware limited liability company ("**Optionee**"), are parties to that certain Option to Lease Agreement dated as of August 24, 2022 (the "**Option Agreement**"), previously assigned by Optionee to Tenant, whereby Landlord granted to Tenant the exclusive right and option to lease the Property on the terms set forth herein.

C. Tenant, Tenant's Parties, and Tenant's Affiliates are fully aware that the Property and Land were, at some time in the past, operated by Landlord as a local government-owned landfill and as such the topography of the Property is subject to shifts and depressions as landfilled materials decompose.

D. Pursuant to its Notice of Exercise of Option dated March 24, 2026, given pursuant to (and as defined in) Section 4.1 of the Option Agreement, Tenant has exercised its option to lease the Property from Landlord for the development, construction, operation and maintenance of a solar energy collection, conversion, generation, transmission and distribution facility (and including associated uses elected by Tenant from time to time, including energy storage facilities, collectively, the "**Project**"), to be located on the Property (and, at Tenant's election, along with other real property located in the vicinity of the Property) pursuant to this Lease.

AGREEMENT:

NOW, THEREFORE, for the exchange of good, valuable and mutual consideration which the Parties acknowledge as having in hand received, and the exchange of the provisions,

terms and conditions contained herein, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. The Leasehold Estate Granted and Definitions.

1.1 Grant of Leasehold. Landlord hereby leases the Property to Tenant, and Tenant hereby leases the Property from Landlord, on the terms and conditions set forth in this Lease. Tenant shall have sole and exclusive possession of the Property during the Lease Term.

1.1A. Grant of Easement. Landlord hereby grants and conveys to Tenant and its successors and assigns, a non-exclusive easement and right-of-way, during the Lease Term, over, upon, across, and along all roads and roadways existing as of the Effective Date on Parcels 91-21-10-151-006 and 91-21-09-401-007 described in Exhibit A-1 (the "Road Access Easement Area"), for the purposes of ingress, egress, and vehicular and pedestrian access to and from public roads and the Property, together with the rights reasonably necessary to use and operate such roads consistent with this Lease (the "Access Easement"). 1.1B. Notwithstanding anything to the contrary in this Lease, Landlord acknowledges that (i) the Access Easement is non-exclusive, (ii) Landlord has granted, and may grant, rights to use the Road Access Easement Area to third parties, including Nexamp and its successors and assigns, and (iii) members of the public may from time to time access or use the Road Access Easement Area, whether authorized or unauthorized. Landlord shall be solely responsible for administering, managing, enforcing, and maintaining the Road Access Easement Area in a condition sufficient to provide Tenant with continuous, safe, and unobstructed ingress, egress, and access for the development, construction, operation, and maintenance of the Project. Landlord shall administer all agreements and uses of the Road Access Easement Area so as to prevent any material interference with Tenant's access, whether caused by Nexamp or its successors or assigns, any other third party authorized by Landlord, or members of the public. Any material interference with Tenant's access, or any failure of the Road Access Easement Area to meet the foregoing standard, that is not cured within a reasonable period after notice (or immediately in the event of an emergency affecting safety or access) shall constitute a default by Landlord under this Lease.

1.1B If Landlord fails to timely cure any default under Section 1.1B, Tenant may, but shall not be obligated to, take such actions as are reasonably necessary to restore access and/or bring the Road Access Easement Area into compliance with the access standard set forth above. Any reasonable, documented costs incurred by Tenant in exercising such self-help shall be reimbursed by Landlord, or, at Tenant's election, credited against Rent. Tenant may, at its option and subject to reasonable coordination with Landlord and compliance with applicable Laws, construct, install, or perform improvements to the Road Access Easement Area that are reasonably necessary to accommodate Tenant's construction or operation of the Project (each, a "Tenant Road Improvement"). Tenant shall bear the initial cost of any Tenant Road Improvement. Upon completion, any Tenant Road Improvement shall become the property of Landlord and part of the Road Access Easement Area, and Landlord shall thereafter be solely responsible for the operation, maintenance, repair, and replacement thereof, except to the extent such Tenant Road Improvement is damaged directly and solely by Tenant or its contractors in excess of ordinary wear and tear.

1.1C Notwithstanding anything to the contrary in this Lease, nothing in this Section 1.1 shall be construed to impose any ongoing maintenance, enforcement, or coordination obligation on Tenant or to limit Landlord's sole responsibility for the Road Access Easement Area, except that Tenant shall be responsible for the reasonable cost of repairing physical damage to the Road Access Easement Area to the extent such damage is directly and solely caused by Tenant or its contractors, in excess of ordinary wear and tear.

1.2 Leasehold Estate. As used herein, the term "**Leasehold Estate**" shall mean the entire right, title and interest of Tenant in and to the Property, as created and limited by and as set forth this Lease.

1.3 Definitions. The following terms are defined in this Lease as follows:

"**Affiliate**" shall mean with respect to a person or entity any other person or entity that, directly or indirectly controls, is controlled by, is under common control with or is related by blood or marriage to, such person or entity. The term "control" (including with correlative meaning, the terms "controlled by" and "under common control with") as used with respect to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, judicial order or otherwise. For clarity, "Affiliate" shall also mean any third-party investment vehicle in which Tenant (or any of Tenant's Affiliates) owns an interest.

"**Applicable Law**" shall mean all applicable laws, statutes, rules, ordinances, agency orders and regulations and approved guidance documents of any and all governmental authorities with jurisdiction over the Property, activities on the Property, the Project or the Lease (and transactions contemplated hereunder), including zoning and land use laws and regulations and the rules and regulations promulgated by City of Urbana, Illinois from time to time in connection with the planning, siting, construction, operation, and decommissioning of energy projects and that are applicable to the Project.

"**Closing Date**" has the meaning set forth in Section 17.2.

"**Commencement of Construction**" means commencement by Tenant of any construction related to the Project, including but not limited to site clearing work, installation of fencing, temporary storage buildings or trailers, staging of equipment or construction materials, or construction or modification of any access road within the boundaries of the Property.

"**Conforming Purchase Agreement**" has the meaning set forth in Section 17.1.

"**County**" means the County of Champaign, State of Illinois.

"**Deferred Tax Program**" has the meaning set forth in Section 10.3.

"**Disposition**" has the meaning set forth in Section 17.1.

"**Disposition Notice**" has the meaning set forth in Section 17.1.

"**Disposition Period**" has the meaning set forth in Section 17.3.

"**Effective Date**" has the meaning set forth in introductory paragraph.

"**Exercise Notice**" has the meaning set forth in Section 17.1.

"**Exercise Period**" has the meaning set forth in Section 17.1.

"**Event of Default**" has the meaning set forth in Section 14.

"**Force Majeure Event**" has the meaning set forth in Section 16.

"**Hazardous Materials**" means any substance or material that is regulated by or is defined as a toxic, dangerous or hazardous substance or pollutant under any Applicable Law.

"**Improvements**" has the meaning set forth in Section 4.1.2.

"**Indemnified Party**" means the Party that is indemnified by the Indemnifying Party as set forth in Sections 7.1 and 7.2.

"**Indemnifying Party**" means the Party that is obligated to provide an indemnity to the Indemnified Party as set forth in Sections 7.2 and 7.3.

"**Insolation**" has the meaning set forth in Section 5.2.

"**Intended Use**" has the meaning set forth in Section 4.1.

"**Land**" has the meaning set forth in Recital A.

"**Landlord**" has the meaning set forth in the introductory paragraph.

"**Landlord's Interest**" has the meaning set forth in Section 13.

"**Landlord Mortgage**" has the meaning set forth in Section 7.5.1.

"**Landlord Mortgagee**" has the meaning set forth in Section 7.5.1.

"**Landlord's Parties**" (and each, a "**Landlord Party**") means Landlord and its elected and appointed officers, employees, lenders, attorneys, Tenants (other than Tenant), Subtenants, licensees, invitees, contractors, subcontractors, consultants, agents and any of their respective successors and assigns.

"**Lease**" has the meaning set forth in the introductory paragraph.

"**Lease Documents**" has the meaning set forth in Section 6.1.2.

"**Lease Term**" has the meaning set forth in Section 2.1.

"**Leasehold Estate**" has the meaning set forth in Section 1.2.

"**O&M**" means operation and maintenance of the Project.

"**Qualified Leasehold Mortgagee**" has the meaning set forth in Section 6.1.

"**Losses**" means any liability, loss, claim, damage, cost or expense of a party that is subject to an indemnification obligation of the other party under this Lease (including reasonable attorneys' fees).

"**Material Adverse Effect**" means any event, change, circumstance, development, condition, or effect that is, or reasonably could be expected to be, material and adverse to the Project, the Intended Use, or the business, results of operations or condition (financial or otherwise) of the impacted party taken as a whole or a material adverse effect on the impacted party's ability to fulfill its obligations under this Lease and/or the other Lease Documents.

"**Memorandum**" has the meaning set forth in Section 19.4.14.

"**Modifications**" has the meaning set forth in Section 7.5.1.

"**Mortgage**" has the meaning set forth in Section 7.1.

"**Non-Curable Defaults**" has the meaning set forth in Section 7.4.3.

"**Notice of Claim**" has the meaning set forth in Section 8.3.

"**Operations**" means Tenant's conduct of Project development, construction, operations or maintenance.

"**Option Agreement**" has the meaning set forth in Recital B.

"**Option Exercise Date**" means the date when Tenant exercised its Option to enter into this Lease with Landlord.

"**Optionee**" means the person who was granted by Landlord the right to enter into this Lease.

"**Overdue Rate**" has the meaning set forth in Section 19.4.4.

"**Permitted Encumbrances**" shall mean all matters of record affecting the Property as of the Effective Date, including specifically those matters identified on the preliminary title report issued by First American Title Insurance Company under Order No. TIL996415 and dated as of October 29, 2025

"**Permitted Landlord Transferee(s)**" has the meaning set forth in Section 17.4.

"**Project**" has the meaning set forth in Recital D.

"**Property**" has the meaning set forth in Recital A.

"**Qualified Assignee**" has the meaning set forth in Section 7.2.

"**Reclamation Estimate**" has the meaning set forth in Section 15.4.

"**Renewal Term**" has the meaning set forth in Section 2.2.

"**Rent**" has the meaning set forth in Section 3.

"**ROFO**" and "**ROFO Party**" have the meanings set forth in Section 17.1.

"**Solar Energy**" means all rights of Landlord to the radiant energy emitted from the sun upon, over and across the Land.

"**Solid Waste**" means discarded material disposed on, about and under the Property prior to the Effective Date, including tires and tire remains, plastics, cardboard, paper and wood.

"**Sublease**" has the meaning set forth in Section 7.2.

"**Subtenant**" has the meaning set forth in Section 7.2.

"**Tenant**" has the meaning set forth in the introductory paragraph.

"**Tenant's Interest**" has the meaning set forth in Section 13.

"**Tenant's Parties**" (and each, a "**Tenant Party**") means Tenant and its officers, directors, partners, members, Affiliates, Qualified Leasehold Mortgagees, employees, shareholders,

attorneys, sublessees, licensees, invitees, contractors, subcontractors, consultants, agents and any of their respective successors and assigns.

1.4 Rules of Construction.

1.4.1 All terms defined in this Lease shall have the defined meanings when used in any certificate or other document made or delivered pursuant to this Lease unless otherwise defined therein.

1.4.2 As used in this Lease and in any certificate or other document made or delivered pursuant hereto, accounting terms not defined in this Lease or in any such certificate or other document, and accounting terms partly defined in this Lease or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under Generally Accepted Accounting Practices ("GAAP"). To the extent that the definitions of accounting terms in this Lease or in any such certificate or other document are inconsistent with the meanings of such terms under GAAP, the definitions contained in this Lease or in any such certificate or other document shall control.

1.4.3 The words "hereof," "herein," "hereunder," and words of similar import when used in this Lease shall refer to this Lease as a whole and not to any particular provision of this Lease; Article, Section, subsection, Exhibit. Schedule references contained in this Lease are references to Articles, Sections, subsections, Exhibits and Schedules in or to this Lease unless otherwise specified. The term "including" means "including without limitation"; and the term "or" is not exclusive.

1.4.4 Words which are not specifically defined in this Lease shall have their common ordinance English language meaning.

1.4.5 The definitions contained in this Lease are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

1.4.6 The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope and intent of any provisions of this Lease.

2. Lease Term.

2.1 Initial Term. The term of this Lease and the Leasehold Estate created hereby will commence upon the Effective Date and will remain in effect for twenty-seven (27) years thereafter, unless sooner terminated as provided for herein and subject to Tenant's right to extend the term as provided for in Section 2.2 (the "**Lease Term**").

2.2 Renewal Terms. Tenant shall have the right to extend the Lease Term for up to three (3) renewal periods , with each renewal period being five (5) years. Each such Renewal Term shall be upon the same terms, covenants and conditions as provided in this Lease.

3. Rent. Tenant shall pay Landlord rental payments for the Property (the "**Rent**") in the amount of sixteen hundred thirty two Dollars ($1,632) per acre of the Property per year. In the event that the Property cannot be stated in terms of full acres, the Rent shall be prorated based on the ratio of the actual square footage of any partial acre to 43,560 square feet. Payments of Rent shall be made in advance on a quarterly basis on the fifteenth (15th) day of each January, April, July and October during the Lease Term (including any Renewal Terms), with the first quarterly payment being due fifteen (15) Business Days after the Effective Date and prorated for the period from the Effective Date until the next calendar quarter commencing after the Effective Date. Commencing on the first (1st) anniversary of the Effective Date and every subsequent anniversary of the Effective Date thereafter during the Lease Term (including any Renewal Terms), Rent will be increased by two percent (2%) over the amount of Rent in effect for the previous year. The agreed upon acreage of the Property for purposes of calculating payments of Rent hereunder is 16 acres.

4. Use of Property.

4.1 Tenant's Rights. Tenant shall have exclusive use and possession of the Property during the Lease Term (including Renewal Terms), subject to the Permitted Encumbrances and the terms hereof. Tenant shall have the right to use the Property in compliance with Applicable Law for the development, testing, permitting, construction, installation, operation, maintenance, repair, replacement, repowering and decommissioning of the Project and for all uses contemplated in the permits or authorizations relating to the Project, including all activities necessary, incidental or convenient to that use, and any other lawful uses consistent with the operation of the Project, including the following uses and activities (collectively, the "**Intended Use**"):

4.1.1 Solar Energy Systems. Tenant may construct, erect, relocate, repair, replace, maintain, operate and remove solar energy measurement, collection, conversion, generation, storage, transmission and distribution systems of any type permitted by Applicable Law and in such quantity as Tenant may determine, including all equipment and improvements necessary or useful for the conversion of Solar Energy into electricity or for the storage of electricity.

4.1.2 Transmission Facilities, Structures and Roads. With Landlord's consent which may not be unreasonably withheld, Tenant may erect, maintain and operate such power transmission lines, poles, anchors, support structures, overhead and underground cables (including fiber optic cables for communications and data transmission purposes), substations, distribution and interconnection facilities, operations and maintenance structures and facilities, and associated equipment and appurtenances, buildings, and roads for access and for installation and maintenance and any other buildings as Tenant deems to be necessary or appropriate to further the other uses permitted hereby and to monitor, operate, produce, transmit and/or store power and transport workers, tools, material, equipment and other necessary items to and from or across the Property. Any equipment, facilities, structures or other improvements erected or constructed on the Property

pursuant to Section 4.1.1 and this Section 4.1.2 shall collectively be referred to herein as the "**Improvements**".

4.1.3 Use of aerial drones. Subject to compliance with any Applicable Laws, Tenant may utilize commercial drone apparatus within the Property and the airspace directly above the Property to further the purposes of this Lease. Such use shall be limited to images of the Property and shall in no event permit imaging of any adjacent or other property or any residential property whatsoever. The tenant shall deliver non-proprietary drone imagery data in a digital format to the Landlord within 90 days of drone use. Prior to operating any drone from or above the Property, Tenant shall provide Landlord with any and all drone operator certificates and licenses, as the case may be, which are required by the Federal Aviation Administration or any other state and federal governmental agency as a precondition for operating drones. All drone operators shall be required to maintain any such drone operator certifications and licenses, as the case may be, in full force and effect during all such times as such operators operate any drone on or from the Property. Drone Operators shall make any notifications to airports or other facilities as may be required by law.

4.1.4 Improvements Affecting the Project. Tenant may remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation located on the Property. Tenant may add clay and soil to fill the site but may not remove or regrade the existing clay or soil without expressed written consent of the Landlord. Any waste materials removed as a part of Landlord approved regrading activities must be disposed of at a licensed waste transfer station or licensed operating landfill at the Tenant's expense. Tenant may not make any punctures in the existing clay landfill cap without the expressed written consent of the Landlord. During the Lease Term, Landlord shall be entitled to perform maintenance activities on the Property during normal business hours and upon at least 72-hour prior notice to Tenant solely to the extent such activities (a) are necessary to avoid an impact on the landfill cap, and (b) do not interfere with Tenant's Intended Use and occupancy of the Property.

4.1.5 Right to Control Access. Subject to Landlord's rights under Section 4.3, Tenant shall have the right under the Lease to control and restrict access onto and over the Property and exclude others (other than any parties with pre-existing easement rights of record or other rights approved by Tenant).

4.1.6 Use of Landlord's Roads. Subject to any applicable restrictions in the Permitted Encumbrances, Tenant shall have the right to use, without charge, any and all roads existing on the Property, and shall have the right to maintain (at Tenant's expense) those which it shall determine from time to time are important to its Operations. Tenant shall exercise reasonable diligence not to unreasonably block any such road or otherwise hamper or encumber any vehicular, bicycle or pedestrian traffic on any such road, except as reasonably necessary. Tenant shall make commercially reasonable efforts to comply with the following requirements:

- Inform any subcontractors that there is a manufacturing and retail operation ongoing and require that subcontractors minimize any disruption to such activities.

- Tenant's engineer to visit the Property before final design.

- Require that delivery trucks deliver to the Property outside of the business hours of 8 am - 3:30 pm Monday through Saturday (noting that the Landscape Recycling Center ("LRC") is closed Saturdays November through March approximately). If delivery trucks deliver to the Property within such business hours, Tenant, if given a key to the Property gate by Owner, will endeavor to allow delivery trucks through the gate at the rate of no more than two delivery trucks at a time.

- Only use the Butzow Dr. entrance.

- Coordinate with Landlord regarding staging areas for materials and vehicles and explore the possibility of using an adjacent property for staging and the possibility of paying LRC to close to the public for certain days for deliveries.

4.1.7 Tenant shall have the right, subject to Landlord's approval not to be unreasonably withheld, conditioned, or delayed, to further improve such roads for the purpose of accommodating vehicles and movements used for construction, installation, repair, operation, and maintenance activities on the Property as contemplated herein. Any gates on the Road Access Easement Area may not unreasonably impede Tenant's access and Tenant shall be furnished keys, codes, or equivalent means of entry. No Nuisance. Landlord acknowledges and agrees that the construction, operation and maintenance of the Project pursuant to the terms hereof shall not, in and of itself, constitute a nuisance upon or interference with Landlord's use of its adjacent properties in any way whatsoever.

4.1.8 Incentives. Tenant may, at Tenant's sole discretion, apply for and receive incentives for its planned use of the Property. Should Tenant's planned use of the Property become commercially unfeasible in the reasonable judgment of Tenant after Tenant has expended and exhausted its reasonable efforts to use the Property as contemplated herein and provided reasonable information to Lessor regarding the obstacles that make such use commercially unfeasible, Tenant may use any and all incentives awarded for its project on the Property for another project elsewhere.

4.2 Quiet Possession. Landlord warrants that it has fee title to the Property and the right to lease the Property for the Lease Term, and covenants that so long as Tenant pays all Rent and complies with all of the terms and conditions of this Lease, Tenant shall have the peaceable and quiet possession of the Property for the Lease Term in accordance with the terms of this Lease without any disturbance from Landlord or any person claiming through Landlord, subject only to the Permitted Encumbrances. In no event shall Landlord permit or suffer to exist without Tenant's prior written consent, which may be withheld in Tenant's discretion, any other encumbrance on or against the Project or the Property that has priority over this Lease. Upon either Party's discovery of any such lien, such Party shall (a) promptly give written notice thereof to the other Party, and (b) Landlord shall cause the same to be discharged of record or deliver to Tenant appropriate security for payment within 30 days after the date Landlord receives notice of filing of same, either by payment, deposit or bond.

4.3 Landlord's Inspection Rights. During the Lease Term, Landlord shall be entitled to enter upon the Property during normal business hours and upon at least 72-hour prior notice to Tenant in order to inspect the Property. Any such entry shall not interfere with Tenant's Intended Use and occupancy of the Property in any manner. This foregoing right of inspection must be on an escorted basis with Tenant,

its agents or employees, and in compliance with and Tenant's normal security policies and established site procedures and does not include the right to climb onto or into Improvements or to come into physical contact with any transmission facilities without the prior written consent of Tenant. Notwithstanding the immediate foregoing, Landlord shall have the right to enter the Property at any time and without any notice in the event a condition arises or comes into existence on the Property which presents an immediate threat to human life, health or safety.

5. Construction of Improvements.

5.1 Governmental Approvals. Prior to Commencement of Construction, and thereafter at all times during the Lease Term, Tenant shall, at Tenant's expense, obtain and maintain all approvals or licenses necessary or appropriate for the construction and development of the Improvements and for the construction, development, use and operation of Tenant's Project in compliance with all Applicable Law. Landlord shall reasonably and promptly cooperate with Tenant as necessary to obtain any such approvals and licenses (including by signing any permit applications, permits, owner consents, or affidavits, if requested to do so by Tenant), and Tenant shall reimburse all reasonable costs and expenses which Landlord customarily charges other persons who seek and apply for comparable permits and licenses and shall reimburse Landlord for all costs and expenses paid or incurred by Landlord to any third party in connection with providing any cooperation requested by Tenant, provided Landlord has notified Tenant in advance that such cooperation will cause Landlord to incur any such reimbursable costs and expenses.

5.2 Landlord's Activities. Landlord acknowledges Tenant is intending to use the Property for the Intended Use. Except as specifically permitted by this Lease, during the Lease Term Landlord shall not (i) grant (actively or permissively) any rights under this Lease or in or to the Property to any other person or (ii) amend, terminate or surrender any documents or rights relating to this Lease, in each case, without Tenant's prior written consent or direction unless otherwise required by law (including, but not necessarily limited to Illinois' Freedom of Information Act [5 ILCS 140/1 *et seq.*) or a lawfully issued subpoena or court or administrative agency order or decree. In the event Landlord receives a request for records under the aforesaid Freedom of Information Act or a lawfully issued subpoena, court or administrative agency order or decree, Landlord shall promptly notify Tenant of such request, subpoena, order, or decree but nothing herein shall prevent Landlord from complying with any such request, subpoena, order, or decree within the time provided in the applicable statute, subpoena, order, or decree. Landlord shall not interfere with Tenant's right, at Tenant's sole cost and expense, to apply to the court or administrative agency that issued the subpoena, request, order, or decree for an order that seeks to quash any such request, subpoena, order, or decree. Landlord shall not grant permission for or otherwise permit any person or entity to enter on the Property without Tenant's consent and shall not, currently or prospectively, interfere with the Intended Use in any manner, including: the development, construction, installation, maintenance, or operation of the Project or Tenant's Improvements; access over the Property to such Improvements; or Tenant's rights granted hereunder to use the Property for the Intended Use. Landlord shall not conduct activities in or on the Property. However, nothing herein shall be deemed, interpreted or construed to limit Landlord's use of any of its other real property including the right to install or contract to install additional energy generation facilities. Landlord shall give Tenant prompt notice of any damage or defective condition in any part or appurtenance of the Property, which Landlord has actual knowledge of, but which was not disclosed to, or discovered by Tenant and documents related thereto or which arose following Tenant's completion of its due diligence that could reasonably be expected to affect the Project or Tenant's operation on the Property. Without limiting the generality of the foregoing, Landlord shall not disturb or interfere with the unobstructed flow of Solar Energy upon,

over and across the Property. The area of Land to remain unobstructed by Landlord will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. Landlord acknowledges and agrees that access to sunlight ("**Insolation**") is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not grant permission for any activities by any third-person on the Property or on any adjacent properties owned by Landlord that interfere with Insolation on and at the Property. Notwithstanding the immediate foregoing, Landlord reserves unto itself the right, with the written consent of Tenant which consent shall not be unreasonably withheld, to install such additional wells and venting on the Property as Landlord deems necessary in order to maintain the integrity of the Property; provided, however, that Tenant shall have no obligation to move or alter any of its Improvements in response to any Landlord activities on the Property, and Landlord's indemnity obligations in Section 7.2 shall apply to such activities despite Tenant consenting to such activities. Further and notwithstanding any other provision of this Lease, but subject to applicable notice and cure periods, the Parties agree that (i) Tenant would be irreparably harmed by a breach of the provisions of this Section 5.2, (ii) an award of damages would be inadequate to remedy such a breach, and (iii) Tenant shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 5.2.

5.3 Tenant's Right to Construct Security Devices. Subject to Applicable Law, Tenant may, at its sole expense, construct and maintain security devices on the Property that Tenant deems appropriate and necessary for the protection of the Improvements, including, but not limited to, any type of fencing, security monitoring or other security safeguards so long as any such devices does not impair or breach the integrity of the clay cap covering the landfill which, heretofore, existed on the Property. Nothing in this Section 5.4 shall be construed to require Tenant to repair, maintain or replace any fence existing on the Property on the Effective Date or any other fences erected, with Tenant's permission, by Landlord on the Property. In addition, Tenant shall be permitted to remove and replace, and temporarily relocate, if necessary, any fencing previously installed on the Property, at Tenant's cost and expense, as may be necessary to accommodate Tenant's construction and/or operation of the Improvements. In the event Tenant constructs any fencing, such fencing shall include access (which may be controlled by gated access) sufficiently wide enough to allow public safety vehicles to enter upon the Property to address a threat to human life, health or safety or to real property neighboring the Property. In the event a locked gate is provided or otherwise included with Tenant's fencing or construction of other barriers to entry onto the Property, Tenant shall provide Landlord with a gate code, double pad lock and key, or a "Knox Box" with appropriate key or code/combination in order to open any such locked gate without need of Tenant's assistance so that Landlord's public safety vehicles and employees may enter upon the Property to address any such public safety issues which may arise or occur on the Property or any of Landlord's real property neighboring the Property. Landlord shall abide by all reasonable safety measures instituted by or on behalf of Tenant as to which Landlord has received notice.

5.4 Mechanics' Liens. Tenant shall pay, when due, all costs for any construction done by it or caused to be done by it on the Property. Tenant shall give Landlord no less than ten (10) business days' written notice prior to commencing construction of any material Improvements on the Property to enable Landlord to post such notices of non-responsibility as Landlord may determine are appropriate. Tenant shall keep the Property free and clear of all mechanics' liens, materialmen's liens, vendor's liens or any other liens arising out of any work performed, materials furnished, equipment supplied, or obligations incurred by Tenant, and Tenant agrees to defend, indemnify and hold Landlord harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys'

fees and costs incurred by Landlord in connection with any such claim or action. Tenant shall have sixty (60) days after first becoming aware of any mechanics' lien encumbering the Property to (i) pay such mechanics' lien or (ii) contest and, if necessary, initiate legal proceedings to contest the correctness or the validity of any such mechanics' liens if, within such sixty (60) day period, Tenant procures and records a lien release bond issued by a corporation authorized to issue surety bonds in the State of Illinois in an amount equal to one and one-half (1½) times the amount of the claim of the lien or otherwise removes such lien from the Property. In the event that there shall be recorded against the Property any claim or lien arising out of any such work performed, materials furnished or obligations incurred by Tenant and such claim or lien shall not be removed or discharged within sixty (60) days of Tenant receiving written notice of such filing, then unless Tenant has posted a statutory mechanics lien bond against said lien, Landlord shall have the right, but not the obligation, to pay and discharge such lien without regard to whether such lien shall be lawful or correct, or to require that Tenant promptly deposit with Landlord in cash, lawful money of the United States in an amount equal to 150% of the amount of such claim, which sum may be retained by Landlord until such lien shall have been removed of record or until judgment shall have been rendered on such claim and such judgment shall have become final, at which time Landlord shall have the right to apply such deposit in discharge of the judgment on said claim and any costs, including reasonable attorneys' fees and costs incurred by Landlord, and shall remit the balance thereof to Tenant. Landlord shall have the right to come onto the Property for the purpose of posting a notice of non-responsibility thereon.

5.5 Ownership of Improvements. All Improvements constructed or installed on the Property by Tenant are, and shall remain, the property of Tenant and may be removed by Tenant in its sole discretion, at any time, and Landlord shall have no right, title or interest therein. The Parties agree that all Improvements constructed or installed on the Property by or on behalf of Tenant, whether prior to or after the Effective Date, are intended solely for the use and benefit of Tenant in connection with its commercial activities conducted on the Property and are hereby severed by agreement and intention of the Parties and shall remain severed from the Property, shall be considered with respect to the interests of the Parties hereto as the property of Tenant or other person designated by Tenant, and, even though attached to or affixed to or installed upon the Property, shall not be considered to be fixtures or a part of the Property and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Landlord. Landlord hereby waives all rights, statutory or common law, or claims that it may have in the Improvements including any right of distraint. To the extent that Tenant installs any roads, paths, parking lots or areas, sidewalks, walkways, bicycle paths, and/or pads (other than such pads as are necessary to support or anchor its Improvements, Tenant agrees to leave in place, without duty to repair or improve, and not remove such roads, paths, parking lots or areas, sidewalks, walkways, bicycle paths, and/or pads (collectively, "Road Improvements"). Landlord agrees that once Tenant has ceased using the Property and otherwise removed its Improvements, Landlord shall own and be responsible for the Road Improvements left by Tenant and Tenant shall have no further obligation to such Road Improvements.

5.6 Compliance with Applicable Laws. In conducting its Operations on the Property, Tenant shall comply in all material respects with all Applicable Laws; however, Tenant may contest the validity or applicability of any law (including any property tax) to Tenant, the development, construction, ownership or operation of the Project, or any other activity or property of Tenant, by appropriate legal proceedings brought in the name of Tenant.

5.7 Exercise of Caution. Landlord recognizes the need to exercise extreme caution when in proximity to any of the solar facilities and the importance of respecting gates, fences, signage, rules and other safety measures utilized by Tenant, and Landlord agrees to exercise such caution and respect such measures at all times and to cause its elected and appointed officials, employees, agents, representatives and contractors to do the same, with failure to do so constituting a material default and subjecting Landlord to an obligation of indemnity for the consequences thereof as set forth herein; provided however, in no case shall Landlord have any duty of indemnity (or otherwise be deemed to be liable to Tenant) for actions of any trespassers or of other parties not under the direct supervision and control of Landlord. Landlord is aware of the potential risks associated with electromagnetic fields and stray voltage resulting from the production and transmission of electricity, and knowingly waives all claims resulting from these causes, and Landlord shall have no right to indemnity pursuant to Section 8.1 for any such claims. Nothing in this Section 5.7 shall be deemed, interpreted or construed as relieving Tenant of its obligation to operate the Project in such manner consistent with other solar energy projects of this type are operated and in compliance with all applicable federal and state laws, rules and regulations governing the installation and operation of energy projects of this type. Further, Landlord shall not be obligated to indemnify, hold harmless, or defend Tenant for Tenant's or Tenant's Parties' or Tenant's Affiliate's unlawful or negligent acts or omissions. Nothing in this Section shall be deemed, interpreted or construed as limiting Landlord's actions or omissions on the Property when its public safety responders are called to and/or present on the Property to address, mitigate, or suppress any threat to human life, health or safety or property, whether owned by Tenant or third persons.

5.8 Use of Landlord Real Property and Public Streets. Tenant shall not use Landlord's other real property or any public streets for the staging of any construction materials or equipment. Further, to the extent Tenant uses any of Landlord's public streets, they shall be used as intended and not for any other purpose unless Landlord has given its prior written consent to use such public streets for purposes for which public streets are otherwise commonly used.

5.9 Representations and Warranties.

5.10 Representations and Warranties of Landlord. Landlord hereby makes the following representations and warranties to Tenant effective as of the Effective Date:

5.10.1 Formation. Landlord is a municipal corporation, body politic and home rule unit of local government existing under the Illinois Constitution of 1970 and the Illinois Municipal Code (65 ILCS 5/1-1 *et seq.*).

5.10.2 Authority. Landlord has the power and authority to enter into, deliver and perform this Lease and the other documents contemplated to be executed and delivered by Landlord in connection with the transactions contemplated hereby (collectively, the "**Lease Documents**"). The execution, delivery and performance of Lease Documents by Landlord have been duly and validly approved by Landlord and any and all persons or entities whose approval is necessary to the validity hereof or thereof, and no other action on the part of Landlord is necessary to approve the Lease Documents and/or to consummate the transactions contemplated in the Lease Documents, or any of them. This Lease and each of the other Lease Documents has been, or as of the date required by Tenant, will have been, duly and validly executed and delivered by Landlord and, assuming due and valid authorization, execution and delivery by Tenant, this Lease constitutes, and each other Lease Document will constitute, a valid and binding obligation of

Landlord, enforceable against Landlord in accordance with its terms, except as enforcement may be limited by general principles of equity and/or by bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights and remedies generally.

5.10.3 No Violations or Defaults. Neither the execution and delivery of the Lease Documents by Landlord nor the consummation by Landlord of the transactions contemplated in the Lease Documents, nor compliance by Landlord with the terms and provisions of any one or more of the Lease Documents will: (i) violate any provision of Applicable Law or the instruments or agreements by which the Landlord is formed and/or governed or (ii) violate any of the terms or provisions of any instrument or obligation encumbering the Property and/or by which Landlord or any Affiliate of Landlord is bound.

5.10.4 Consents and Approvals. As of the Effective Date and subject to Tenant's obligation to obtain any and all consents, approvals and/or permits, as the case may be, Landlord is not aware of any legal bar to entering into this Lease and allowing Tenant to occupy and use the Property for its Intended Use.

5.10.5 Title. Landlord is the sole fee owner of the Property, including all water rights pertaining to the Land, subject to no exceptions other than the Permitted Exceptions. Except to the extent true and complete copies have been provided to Tenant (and listed on Exhibit 6.1.5 hereto), there are no unrecorded leases, liens or other agreements, written or oral, in effect that are binding upon the Property. Landlord has not granted or entered into any options, rights of first refusal, rights of first offer, offers to sell or lease, agreements to purchase or sell, or solar energy or other easements on all or any part of the Property, or any other rights to use the Property for renewable energy purposes, other than with Tenant pursuant to this Lease.

5.10.6 No Brokers. Neither Landlord nor any Affiliate of Landlord nor any of their respective elected or appointed officials, employees, officers, or directors has employed any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Lease.

5.10.7 Legal Proceedings.

(a) Neither Landlord nor any Affiliate of Landlord is a party to any, and to Landlord's actual knowledge without duty of inquiry, there are no pending or threatened legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Landlord or any Affiliate of Landlord in connection with or pertaining to the Property or challenging the validity or propriety of this Lease, the Lease Documents and/or transactions contemplated in this Lease and/or the Lease Documents or Landlord's ownership interest in the Property or right to enter into this Lease; and

(b) To Landlord's actual knowledge without duty of inquiry, there is no injunction, writ or governmental order, judgment or similar decree applicable to Landlord or any of its Affiliates which imposes any restrictions on Landlord or any of its Affiliates with respect to the Lease, the Property or the Leasehold Estate.

5.10.8 Compliance with Applicable Laws. To Landlord's actual knowledge, Landlord is not in violation of any Applicable Laws respecting the Property or this Lease that would result in a Material Adverse Effect.

5.10.9 Environmental Conditions. To the best of Landlord's knowledge, the Property is in compliance with all Applicable Laws governing the use, handling, or storage of Hazardous Materials and Solid Waste. Notwithstanding the immediate foregoing, Landlord makes no representations or warranties insofar as whether Tenant's Intended Use of the Property or the Project will in any way create an environmental hazard or breach any federal or state environmental law, rule, regulation, decree, or order. Notwithstanding anything to the contrary foregoing, Tenant is aware that the Property was operated as a landfill which was closed in conformity with then existing state and federal laws and regulations governing the operation and closure of such landfills and, as such, Landlord makes no representations or warranties regarding the nature or condition of the materials or substances which may have been deposited in the said landfill during the period of its operation and prior to when the same was closed.

5.10.10Disclosure. Landlord further represents and warrants that the information furnished in Exhibit 6.1.10, "Owner's Disclosure", is truthful and accurate to Landlord's knowledge.

5.11 Representations and Warranties of Tenant. Tenant hereby makes the following representations and warranties to Landlord as of the Effective Date.

5.11.1 Formation. Tenant is a limited liability company duly formed and validly existing under the laws of the State of Delaware and is qualified to conduct business in the state in which the Property is located. Tenant has all requisite power and authority to lease the Property as Tenant. The Tenant formation instruments and agreements that have previously been made available to Landlord are true, complete and correct copies of such documents, accurately reflect the entirety of the instruments and agreements by which the Tenant is governed, are in full force and effect and have not been modified, amended or otherwise altered in any respect except as specifically disclosed to Landlord.

5.11.2 Authority. Tenant has all requisite power and authority to lease the Property. Tenant has the power and authority to enter into, deliver and perform this Lease and the Lease Documents. The execution, delivery and performance of Lease Documents by Tenant have been duly and validly approved by Tenant and any and all persons or entities whose approval is necessary to the validity hereof or thereof, and no other action on the part of Tenant is necessary to approve the Lease Documents and/or to consummate the transactions contemplated in the Lease Documents, or any of them. This Lease and each of the Lease Documents has been, or as of the date required by Landlord, will have been, duly and validly executed and delivered by Tenant and, assuming due and valid authorization, execution and delivery by Tenant, this Lease constitutes, and each other Lease Document will constitute, a valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as enforcement may be limited by general principles of equity and/or by bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights and remedies generally.

5.11.3 No Violations or Defaults. Neither the execution and delivery of the Lease Documents by Tenant nor the consummation by Tenant of the transactions contemplated in the Lease Documents, nor compliance by Tenant with the terms and provisions of any one or more of the Lease Documents will: (a) violate any provision of the instruments or agreements by which the Tenant is formed and/or governed or (b) violate any of the terms or provisions of any instrument or obligation encumbering the Property, the Leasehold Estate and/or by which Tenant or any Affiliate of Tenant is bound.

5.11.4 Consents and Approvals. Except for consents and approvals, the failure of which to obtain will not have and would not reasonably be expected to have a Material Adverse Effect on Tenant, no consents or approvals of, or filings or registrations with any court, administrative agency or commission or other governmental authority or instrumentality or with any other third party by Tenant are necessary in connection with the execution, delivery and performance of this Lease and the Lease Documents by Tenant.

5.11.5 No Brokers. Neither Tenant nor any Affiliate of Tenant nor any of their respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Lease.

5.11.6 Legal Proceedings.

(a) Neither Tenant nor any Affiliate of Tenant is a party to any, and to Tenant's actual knowledge, there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Tenant or any Affiliate of Tenant or, pertaining to the Property or the Project obtaining all required land use or challenging the validity or propriety of this Lease, the Lease Documents and/or transactions contemplated in this Lease and/or the Lease Documents; and

(b) To Tenant's actual knowledge, there is no injunction, writ or governmental order, judgment or similar decree applicable to Tenant or any of its Affiliates which imposes any restrictions on Tenant or any of its Affiliates with respect to the Lease, the Property or the Leasehold Estate.

5.11.7 Hazardous Materials. Prior to the Effective Date, neither Tenant nor any Tenant's Parties have released, stored or generated any Hazardous Materials on the Property. Tenant covenants that during the Lease Term, Tenant shall not release, store, or generate, on the Property any Hazardous Materials, except to the extent permitted by Applicable Law.

5.12 No Other Representations and Warranties. The Parties are not making or relying upon any representations or warranties except to the extent expressly set forth in this Lease. Each Party acknowledges and agrees that it has undertaken and is relying upon its own due diligence evaluation of the Project and the Property.

6. Assignment; Mortgage.

6.1 Tenant's Right to Assign or Pledge Lease. This Agreement shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective representatives, successors and assign as hereinafter provided. Tenant shall have the right, subject to Landlord's express prior written consent, which consent shall not be unreasonably withheld or delayed, to assign some or all of Tenant's rights and interests in and to this Lease. Notwithstanding the immediate foregoing, Landlord's prior written consent shall not be required where (i) Tenant seeks to or may assign this Lease and Leasehold Estate to an Affiliate of Tenant so long as the initial Tenant to this Lease remains responsible for the operation of the Project; (ii) Tenant assigns this Lease and Leasehold Estate to an entity that acquires all or substantially all of Tenant's assets; or (iii) Tenant may mortgage or collaterally assign all or part of its interest in this Lease to any entity that acquires all or a portion of Tenant's interest in the Project or provides financing to or for the Project so long as, if an encumbrance or lien is created on the Property, any such mortgage or other encumbrance contains language that provides that such mortgage or other encumbrance on the Property shall be deemed fully and completely released and discharged as to Owner and the Property upon the earlier of the expiration of this Lease and any renewal thereof or a default on or breach of this Lease or any renewal thereof without Tenant having cured such default or breach. Any assignment as provided heretofore which gives operational control of the Project to an entity other than an Affiliate of Tenant shall be null and void unless prior written consent is obtained from Owner, except that Owner's consent shall not be required for a transfer that grants an investor or financier the right to take control of the project under the financing documents. With respect to such a transfer or assignment: (i) such transfer or assignment shall create no greater rights or interest in or to the Property than otherwise provided in this Lease; (ii) the term of this Lease shall not extend beyond the end of the Lease Term or any Renewal Term provided in this Lease; (iii) such assignment or transfer shall be expressly made subject to all of the terms, covenants and conditions of this Lease; (iv) with respect to an assignment, the new assignee shall simultaneously execute an assignment and assumption agreement in form reasonably satisfactory to Landlord, agreeing to be bound by all of the terms, covenants, and agreements of this Lease and assume the obligations of Tenant hereunder; (v) subject to the Permitted Encumbrances recorded against the Property at that time, the burdens and the rights contained in this Lease shall run with and against the Property and shall be a charge and burden thereon for the duration of this Lease and shall be binding upon and against Landlord and its successors, assigns, permittees, licensees, Tenant, employees, and agents; and (vii) if an encumbrance or lien is created on the Property, the language of any assignment or transfer document or instrument, as the case may be, shall expressly provide that any mortgage, lien or other encumbrance placed on the Property shall automatically terminate and be deemed fully and completely released as to Landlord and the Property without any expense to or obligation of Landlord, whether or not such mortgage, lien or encumbrance is fully paid, upon the earlier of the expiration of this Lease and any renewal hereof or a default on or breach of this Lease by Tenant without Tenant having cured such default or breach. Unless expressly provided otherwise herein, any person or entity to whom Tenant assigns all of its right, title and interest under this Lease shall be included in the term is referred to herein as "Tenant."

6.2 Right to Mortgage. Tenant, at any time and from time to time, without obtaining Landlord's consent, hypothecate, mortgage, grant or pledge its right, title or interest hereunder, and/or in the Improvements, to any Qualified Leasehold Mortgagee as security for the repayment

of any indebtedness and/or the performance of any obligation (a "**Mortgage**"). Nothing in this Subsection or any other Section shall be deemed, interpreted or construed to allow Tenant or any Affiliate or Assignee to create any lien upon the Property. Any Tenant, Assignee or Qualified Leasehold Mortgagee, shall provide Landlord with such information as Landlord reasonably requests regarding the terms and conditions of any such assignment or Qualified Leasehold Mortgage which shall include but shall not necessarily be limited to the name, physical address, telephone number, e-mail address (if any), website location (if any), and other contact information about the Assignee and/or Qualified Leasehold Mortgagee and a copy of the instrument which Tenant and/or Qualified Leasehold Mortgagee will be executing to effectuate the transaction contemplated. In all instances where Tenant receives any notice of either of their default on a Mortgage, the Tenant shall promptly provide Landlord with a copy of the said notice of default. "**Qualified Leasehold Mortgagee**" as used herein shall mean (i) any financial institution or other person or entity that from time to time provides secured financing to Tenant, or their Affiliates secured by some or all of the Improvements or the Project, and/or the leasehold interest in the Property, but not in the Property that has the same or better financial current net worth as Tenant existing immediately before the proposed assignment; or (ii) any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, as well as any party or parties providing tax equity financing to Tenant, or to any of their respective Affiliates (as applicable) (even if such tax equity financing is not secured by a Mortgage or other security interest in the Property) or Tenant's interest in this Lease or its Sublease (as applicable), and their respective representatives, successors and assigns. Any mortgage which gives or allows for operational control of the Project to an entity other than a Tenant or Affiliate of Tenant shall be null and void unless prior written consent is obtained from Landlord. Notwithstanding anything to the contrary contained in this Lease, no Tenant or Qualified Leasehold Mortgagee (whether or not, in the case of the latter, by reason of foreclosure or assignment in lieu of foreclosure) shall acquire or have any right to acquire or succeed to any right, title or interest in the Property greater than that which original Tenant received from Landlord by reason of this Lease.

6.3 Qualified Leasehold Mortgagee Protections. Notwithstanding any other provision of this Lease:

6.3.1 Rights of Qualified Leasehold Mortgagee A Qualified Leasehold Mortgagee shall have the absolute right to do one, some or all of the following: (i) assign its Mortgage; (ii) enforce its Mortgage; (iii) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to this Lease; (iv) take possession of and operate the Improvements or the Project; (v) assign or transfer this Lease to a third person in accordance with this Lease; (vi) exercise any rights of Tenant with respect to this Lease or (vii) cause a receiver to be appointed to do any of the foregoing things. Landlord's consent shall not be required for any of the foregoing or for any third person to acquire title via foreclosure or assignment in lieu of foreclosure in and to this Lease; and, upon acquisition of this Lease or the Sublease (as the case may be) by a Qualified Leasehold Mortgagee or any other third person who acquires the same from or on behalf of the Qualified Leasehold Mortgagee or via foreclosure or assignment in lieu of foreclosure, Landlord shall recognize the Qualified Leasehold Mortgagee or such other person thereto (as the

case may be) as Tenant's or such Subtenant's (as the case may be) proper successor, and this Lease or the Sublease (as the case may be) shall remain in full force and effect.

6.3.2 Landlord shall be fully relieved of any obligation Landlord may have to notify any Qualified Leasehold Mortgage of any Tenant, Assignee or Subtenant default on this Lease in the event that Tenant, Assignee or Subtenant has failed to provide Landlord with contact information, as provided in Subsection 6.2, regarding such Qualified Leasehold Mortgage that is current at the time of any such default.

6.3.3 Cure Periods. Each Qualified Leasehold Mortgagee shall have the same period of time after receipt of a notice of default from Landlord regarding Tenant's, Assignee's or Subtenant's default on any term, condition or covenant of this Lease to remedy such default or Event of Default, or cause the same to be remedied, as is given pursuant to Subsections 14.4 and 14.5, plus, in each instance, the following additional time periods: (i) thirty (30) days in the event of any monetary default or Event of Default; and (ii) sixty (60) days in the event of any non-monetary default or Event of Default; provided, however, that (a) such sixty (60)-day period shall be extended for the time reasonably required by the Qualified Leasehold Mortgagee to complete such cure, including the time reasonably required for the Qualified Leasehold Mortgagee to obtain possession of the Leasehold Estate, as the case may be (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure, in each case specified in this clause to the extent that such Qualified Leasehold Mortgagee or Subtenant is prosecuting any such proceedings to completion with commercially reasonable diligence. Each Qualified Leasehold Mortgagee shall have the absolute right to substitute itself for Tenant and perform the duties of Tenant hereunder or with respect to the Leasehold Estate for purposes of curing such default or Event of Default. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes each Qualified Leasehold Mortgagee (and their respective employees, agents, representatives or contractors) to enter upon the Property at their own risk to complete such performance with all of the rights and privileges of Tenant hereunder. Landlord shall not terminate this Lease prior to expiration of the cure periods available to each Qualified Leasehold Mortgagee and Subtenant as set forth in Subsection 14.4. Further, neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as the Rent and all other amounts payable by Tenant hereunder are paid by a Qualified Leasehold Mortgagee in accordance with the terms thereof and satisfied by Qualified Leasehold Mortgagee's completion of foreclosure proceedings or other acquisition of the Leasehold Estate.

6.3.4 Extended Cure Periods. If any default or Event of Default by Tenant under this Lease cannot be cured by a Qualified Leasehold Mortgagee without its obtaining possession of all or part of the Property, then such default or Event of Default shall nonetheless be deemed remedied if: (i) within sixty (60) days after receiving notice from Landlord as set forth in Section 6.4.2, a Qualified Leasehold Mortgagee acquires possession of the Property, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (ii) the Qualified Leasehold Mortgagee is prosecuting any such proceedings to completion with commercially reasonable diligence; and (iii) after gaining possession thereof, the Qualified Leasehold Mortgagee performs all other obligations of Tenant as and when the same are due in accordance with the terms of this Lease, including the payment of all past due amounts due to Landlord under this Lease. If a Qualified Leasehold Mortgagee is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency

proceeding involving Tenant from commencing or prosecuting the proceedings described above, then the sixty (60)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

6.3.5 Limitations on Recourse. A Qualified Leasehold Mortgagee that does not directly hold an interest in the Leasehold Estate, or that holds a Mortgage, shall not have any obligation under this Lease prior to the time that such Qualified Leasehold Mortgagee succeeds to absolute title to such Leasehold Estate; and such Qualified Leasehold Mortgagee shall be liable to perform obligations under this Lease only for and during the period of time that such Qualified Leasehold Mortgagee directly holds such absolute title in such Leasehold Estate. Further, in the event that a Qualified Leasehold Mortgagee elects to (i) perform Tenant's obligations under this Lease, (ii) continue Tenant's or any Subtenant's Operations on the Property, (iii) acquire any portion of Tenant's or a Subtenant's right, title or interest in the Property under this Lease or a Sublease (as the case may be) or (iv) enter into a new agreement as provided in Section 7.4.6, then such Qualified Leasehold Mortgagee shall not have any personal liability to Landlord in connection therewith, and Landlord's sole recourse in the event of default by such Qualified Leasehold Mortgagee shall be to execute against such Qualified Leasehold Mortgagee's interest in the Leasehold Estate or subleasehold estate (as the case may be), the Improvements and the Project. Moreover, any Qualified Leasehold Mortgagee or other person who acquires the Leasehold Estate or subleasehold estate (as the case may be) pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder to the extent the same are incurred or accrue after such Qualified Leasehold Mortgagee or other party no longer has ownership of such Leasehold Estate or subleasehold estate.

6.3.6 Replacement Lease. For bankruptcy purposes, this Lease shall be deemed an executory contract which may be affirmed or reject at the bankruptcy trustee's discretion. In the event that this Lease is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditor's rights, then, so long as a Qualified Leasehold Mortgagee has cured any monetary Events of Default and is making commercially reasonable efforts to cure any non-monetary Events of Default (other than the bankruptcy of Tenant) as provided herein, Landlord shall, immediately upon written request from such Qualified Leasehold Mortgagee received within ninety (90) days after any such termination, rejection or disaffirmance, without demanding additional consideration therefor, enter into a new agreement in favor of such Qualified Leasehold Mortgagee, which new agreement shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Tenant or a Subtenant prior to such termination, rejection or disaffirmance), (ii) be for a term commencing on the date of such termination, rejection or disaffirmance, and continuing for the remaining term of this Lease before giving effect to such termination, rejection or disaffirmance including any rights to exercise Renewal Terms and (iii) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landlord; and, until such time as such new agreement is executed and delivered, the Qualified Leasehold Mortgagee may enter, use and enjoy the Property and conduct Operations thereon as if this Lease were still in effect. At the option of the Qualified Leasehold Mortgagee, the new agreement may be executed by a designee of such Qualified Leasehold Mortgagee, without the Qualified Leasehold Mortgagee assuming the burdens and obligations of Tenant thereunder. If more than one Qualified Leasehold Mortgagee

makes a written request for a new agreement pursuant hereto, then the same shall be delivered to the Qualified Leasehold Mortgagee whose Mortgage is senior in priority.

6.3.7 No Amendment or Termination of Lease. Where Tenant has given written notice to Landlord in accordance with Section 19.1 of the name and mailing address of a Qualified Leasehold Mortgagee, (i) Landlord shall not agree to any material modification or amendment to this Lease and (ii) Landlord shall not accept a surrender or termination of this Lease; in each such case without the prior written consent of each such Qualified Leasehold Mortgagee and Subtenant.

6.3.8 Cooperation. At Tenant's request and sole expense, Landlord shall use its commercially reasonable efforts to cooperate in a prompt manner with Tenant and any Subtenant in Tenant's or such Subtenant's (as applicable) efforts to obtain financing from a Qualified Leasehold Mortgagee, including the amendment of this Lease to include any provision that may reasonably be requested by an existing or proposed Qualified Leasehold Mortgagee, and shall execute such additional documents as may reasonably be required to evidence such Qualified Leasehold Mortgagee's rights hereunder; provided that Landlord shall have no obligation to grant a lien on or security interest in the fee title to the Property or the Land in favor of any Qualified Leasehold Mortgagee and shall not be obligated to enter into any modification of this Lease which has or might have a material adverse economic effect on Landlord or the Property or other Material Adverse Effect on Landlord or the Property. Further, Landlord shall, within ten (10) days after written notice from Tenant, any existing or proposed Qualified Leasehold Mortgagee, execute and deliver thereto a certificate to the effect that (i) Landlord recognizes such entity as a Qualified Leasehold Mortgagee or Subtenant (as applicable) under this Lease and (ii) will accord to such entity all the rights and privileges of a Qualified Leasehold Mortgagee or Subtenant (as applicable) hereunder.

6.4 Landlord Mortgages.

6.4.1 Non-Disturbance and Subordination Agreements; Cure Period. If Landlord's interest in this Lease is encumbered by a Landlord Mortgage, (i) if requested by Tenant, Landlord and Landlord Mortgagee shall promptly execute and deliver to Tenant a non-disturbance agreement and subordination agreement in a form reasonably acceptable to Tenant and Qualified Leasehold Mortgagee (if any) evidencing compliance with Section 6.5.1 and (ii) if requested in writing by Landlord or Landlord Mortgagee, Tenant shall give Landlord Mortgagee, at such address as may be specified by Landlord or Landlord Mortgagee (as such address may be changed, from time to time, by Landlord or Landlord Mortgagee by notice to Tenant), duplicate copies of all notices to Landlord and all documents and suits delivered to or served upon Landlord, and no notice intended for Landlord shall be deemed properly given, and no default of Landlord hereunder shall be deemed to have occurred unless Tenant shall have given Landlord Mortgagee a copy of its notices to Landlord relating to such default. Further, no default of Landlord shall be deemed to have occurred by reason of the expiration of Landlord's cure period (or period for permitted commencement of cure) as provided in this Lease unless, following the expiration of such period, an additional ten (10) business days shall have expired following delivery to Landlord Mortgagee at the last address provided of written notice from Tenant specifying (i) the nature of the potential default, (ii) this Lease Section together with the Lease Section requiring the applicable performance, (iii) that the applicable period for Landlord's cure or commencement of cure has expired without cure or commencement of cure by Landlord and (iv) that unless Landlord

Mortgagee cures or commences to cure within ten (10) business days of receipt of such notice (and thereafter diligently pursuant such cure to completion), default shall occur and all applicable cure periods shall have expired. Landlord Mortgagee shall have the right to pay any amount or perform any act required of Landlord and so remedy any default under this Lease or cause the same to be remedied, and Tenant shall accept such performance by Landlord Mortgagee as if the same had been made by Landlord.

6.4.2 Attornment. If Landlord Mortgagee shall succeed to the rights of Landlord under this Lease, then (i) at Landlord Mortgagee's request, Tenant shall attorn and recognize such mortgagee or beneficiary as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument reasonably necessary to evidence such attornment and (ii) Landlord Mortgagee shall promptly cause to be delivery to Tenant a non-disturbance agreement and subordination agreement signed by Landlord and Landlord Mortgagee (including any new Landlord Mortgagee) in a form reasonably acceptable to Tenant and Qualified Leasehold Mortgagee (if any) evidencing compliance with Section 7.5.1. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between such successor landlord and Tenant.

6.5 Landlord's Cooperation. Landlord shall not interfere and shall not cause any other person to interfere with any of Tenant's rights and interests under this Lease. Landlord shall not interfere with Tenant's efforts to obtain from another governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization, incentive, or other rights necessary or convenient in connection with construction and Operations. To the extent Tenant applies to Landlord for any subdivision of the Property, building permit, or any form of zoning change to the Property, including but not necessarily limited to any zoning reclassification, minor or major variance or special use, Landlord shall process such applications with the same diligence and in the same manner as Landlord processes other applications subdivisions real estate, building permits, and zoning reclassifications, minor or major variances, special uses. Landlord shall execute such documents and instruments that Tenant requests and that are necessary to verify or attest to Tenant's right to occupy and use the Property consistent with the terms, conditions and covenants of this Lease. Landlord shall have no obligation whatsoever to execute any document or instrument that in any way (i) increases Tenant's rights or interests in the Property beyond those that are set forth in this Lease; (ii) makes Landlord responsible for any debt or obligation owed or which may become due and owing by Tenant to any third person; or (iii) creates a lien, mortgage, encumbrance, or that otherwise negatively impacts Landlord's ownership interest in the Property unless such document or instrument expressly provides that (a) Landlord shall in no way be responsible for undertaking or discharging the obligation required to be undertaken according to such document or instrument, or (b) such lien, mortgage, encumbrance or other negative impact on Landlord's ownership interest in the Property is deemed fully discharged and released as to Landlord and the Property upon the expiration of the Lease and any renewal thereof or upon Tenant's failure to cure any breach of or default under the Lease. Without limiting the generality of the foregoing, in connection with any application to another governmental entity or third party by Tenant for a governmental permit, approval, authorization, entitlement or other consent, Landlord agrees not to oppose or cause any other person to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial or legislative level. Nothing herein shall be deemed, interpreted or

construed as requiring Landlord to incur any cost or expense in providing such support to Tenant or to waive any permit application or license (as the case may be) fee which Landlord customarily charges others who seek to undertake construction within the City of Urbana.

7. Indemnification.

7.1 Indemnification by Tenant. Tenant agrees to indemnify, defend and hold harmless Landlord and Landlord's Parties for, from and against any and all Losses (excluding consequential damages unless required to be paid by Landlord pursuant to a legal judgment obtained by a third party against Landlord for a claim for which Tenant is required to provide indemnity hereunder), to the extent resulting from or arising out of (i) any Operations of Tenant on or around the Property, (ii) any negligent act or failure to act or intentional, willful, wanton, or grossly negligent misconduct on the part of Tenant or any Tenant's Parties while on the Property, (iii) any breach or inaccuracy of any representations or warranties made by Tenant under this Lease, or (iv) any actual or alleged violations of any Applicable Law (other than any Applicable Law regarding Hazardous Materials, which are governed solely by the provisions of Sections 18.3 and 18.4). These indemnifications shall survive the termination of this Lease. These indemnifications shall not apply to any Losses to the extent (a) caused by any negligent or deliberate act or omission or willful misconduct on the part of Landlord or any Landlord's Parties, or (b) covered by insurance to the extent proceeds to cover Losses are received by Landlord. Nothing herein shall be deemed, interpreted or construed as limiting Tenant's duty to indemnify, defend and hold harmless to the limits of any insurance distribution made to Landlord. Further, nothing herein shall be deemed, interpreted or construed to constitute a waiver of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*).

7.2 Indemnification by Landlord. Landlord agrees to indemnify, defend and hold harmless Tenant and any Tenant's Parties for, from and against any and all Losses (excluding consequential damages, except lost profits under any and all power purchase agreement(s) for the Project, if any, and also unless required to be paid by Tenant pursuant to a legal judgment obtained by a third party against Tenant for a claim for which Landlord is required to provide indemnity hereunder), to the extent resulting from or arising out of (i) any operations of Landlord and Landlord's Parties on the Property, (ii) any negligent act or failure to act or intentional, willful, wanton, or grossly negligent misconduct on the part of Landlord or any Landlord's Parties while on the Property, or (iii) any breach or inaccuracy of any representations or warranties made by Landlord this Lease. These indemnifications shall survive the termination of this Lease. These indemnifications shall not apply to Losses to the extent (a) caused by any negligent or deliberate act or omission or willful misconduct on the part of Tenant or any Tenant's Parties, or (b) covered by insurance to the extent proceeds to cover Losses are received by Tenant. Nothing herein shall be deemed, interpreted or construed as limiting Tenant's duty to indemnify, defend and hold harmless to the limits of any insurance distribution made to Tenant. Landlord shall retain any and all rights and defenses of sovereign immunity and pursuant to the Illinois Local Government and Governmental Employees Tort Immunity Act as may, from time to time, be amended (745 ILCS 10/1-101 *et seq.*), except to the extent that retaining such rights and defenses effectively prevents Tenant from enforcing its rights against Landlord under this Lease.

7.3 Notice of Claim. Subject to the terms of this Lease and upon obtaining knowledge of a claim for which it is entitled to indemnity under this Section 8, the Indemnified Party shall, within thirty (30) days of obtaining such knowledge, deliver a notice of such claim ("**Notice of Claim**") to the Indemnifying Party. The failure to provide (or timely provide) a Notice of Claim will not affect the Indemnified Party's rights to indemnification; provided, however, the Indemnifying Party is not obligated to indemnify the Indemnified Party for the increased amount of any loss which would otherwise have been payable to the extent that the increase resulted from the failure to deliver timely a Notice of Claim.

7.4 Defense of Third-Party Claims. The Indemnifying Party shall defend, in good faith and at its own expense, any claim or demand pursuant to Section 8.1 or 8.2 as set forth in a Notice of Claim relating to a third party claim, and the Indemnified Party, at its expense, may participate in the defense, unless (a) the Indemnifying Party chooses counsel not reasonably acceptable to the Indemnified Party or (b) the Indemnifying Party does not pursue with reasonable diligence such defense, in which case the Indemnified Party's participation shall be at the Indemnifying Party's expense. The Indemnified Party shall have a right to notice of any settlement, and the Indemnifying Party shall not execute or otherwise agree to any consent decree which provides for other than monetary payment within such Indemnifying Party's sole ability to pay without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Indemnified Party shall have the right to pay or settle any such claim, provided that in such event it shall waive any right to indemnity therefor by the Indemnifying Party. If the Indemnifying Party elects not to defend or settle such proceeding, claim or demand and the Indemnified Party defends, settles or otherwise deals with any such proceeding, claim or demand, the indemnified party shall provide thirty (30) days' advance written notice of any settlement, which settlement may be without the consent of the Indemnifying Party, to the Indemnifying Party and will act reasonably and in accordance with its good faith business judgment. The Indemnified Party and the Indemnifying Party shall cooperate fully with each other in connection with the defense, negotiation or settlement of any such legal proceeding, claim or demand.

7.5 Access to Information. If any claim is made by a third party against an Indemnified Party, the Indemnified Party shall use its best efforts to make available to the Indemnifying Party those partners, directors, elected or appointed officers and employees whose assistance, testimony or presence is necessary to assist the Indemnifying Party in evaluating and in defending such claims; provided, however, that any such access shall be conducted in such a manner as not to interfere unreasonably with the operations of the business of the Indemnified Party but failure to use commercially reasonable efforts to provide necessary witnesses or access to information will excuse Indemnifying Party's performance.

7.6 Reduction for Insurance and Other Recovery. The indemnities set forth at Section 8.1 above shall be without regard to whether Indemnified Party may also have a claim against a third party for any of the losses. The gross amount which an Indemnifying Party is liable to, for, or on behalf of any Indemnified Party shall be reduced by any insurance proceeds, payments received in respect of a judgment or settlement or other amounts actually recovered by or on behalf of the Indemnified Party related to the loss. If an Indemnified Party shall have received or shall have had paid on its behalf an indemnity payment in respect of a loss and shall subsequently receive directly or indirectly insurance proceeds, payments in respect of a judgment or settlement

or other amounts in respect of such loss, then the Indemnified Party shall pay to the Indemnifying Party all such amounts received or, if less, the amount of the indemnity payment.

8. Insurance.

The Tenant shall at all times during the term of the contract and any extension thereof, if any, carry all insurance coverage required by law or which would normally be expected for the business type. In addition, the Tenant shall carry, at its own expense, at least the following insurance coverages:

The table below describes the type and level of coverage dependent on the total value of the contract resulting from this bid.

Type of Insurance	**Contract Amount**	**Coverage Required**
Commercial GL and Umbrella Insurance (construction and demolition projects, and other projects with significant risk)	<$100,000	$1,000,000 per occurrence and $2,000,000 aggregate
	$100,000 - $500,000	$2,000,000 per occurrence and $4,000,000 aggregate
	$500,000 - $1,000,000	$5,000,000 per occurrence and $10,000,000 aggregate
	>$1,000,000	$10,000,000 per occurrence and $20,000,000 aggregate
Auto Liability Insurance (any contract that requires operation of a motor vehicle)	All	At least $1M per accident, covering any owned, hired, or non-owned auto
Workers' Compensation and Employer's Liability Insurance (construction, demolition, and other work where employees are at significant risk)	All	Workers' Compensation as per statutory requirements; Employer's Liability with at least $1M each accident for bodily injury and $1M each employee for bodily injury by disease.
All policies should be written by companies qualified to do business in the State of Illinois, acceptable to the City, and have a rating of A-VIII or better in the current A. M. Best rating guide.		
All policies should be written by companies qualified to do business in the State of Illinois, acceptable to the City, and have a rating of A-VIII or better in the current A. M. Best rating guide.		

Requirements and Insurance Certificates:

All policies

1. The City of Urbana and its elected and appointed officers and employees shall be named as additional insured parties on all policies of insurance except for workers' compensation.
2. The City's interests as additional insured parties will be on a primary and non-contributory basis on all policies and noted as such on insurance certificates.
3. All policies will be written on an occurrence basis (no "claims made" policies).
4. Insurance certificates will be provided prior to the City's execution of a contract.
5. Tenant provides an insurance certificate that details coverage described above and requires notification to the City if a policy is cancelled.
6. Tenant must require all subcontractors to have the same coverage which shall also name the City and its elected and appointed officials and employees as additional insureds.
7. In the event the Tenant changes its one or more insurance carriers to provide the above-described insurance coverage, the Tenant shall assure that there will be no gap in insurance coverage or in coverage of the City and its elected and appointed officials and employees pursuant to the insurance coverage afforded under the additionally insured coverage provisions. In the event of such change in one or more carriers, the Tenant shall promptly provide the City with certificates of insurance which evidence that the City and its elected and appointed officials and employees have been named as additional insureds.

All insurance policies and certificates of insurance shall contain a provision indicating that the insured and any additional named insured shall receive not less than thirty (30) days prior written notice prior to the effective date of any cancellation of coverage.

9. Taxes.

9.1 Taxes Payable by Tenant. Tenant recognizes that the Property's property tax status, prior to the Effective Date of this Lease, is exempt from the payment of any property tax since Landlord is a unit of local government. Tenant further recognizes and acknowledges that upon the Effective Date of this Lease, the Property may no longer qualify for any property tax exemption. From and after the Effective Date, subject to terms and conditions of this Section 9.1, Tenant shall be responsible for and shall pay, prior to delinquency, any and all real and personal property taxes, general and special assessments, and other similar charges levied on or assessed against the Property and the Improvements constructed on the Property by Tenant, any other Tenant personal property located on or in the Property, to the extent the taxes are attributable to Tenant's use of the Property or its Improvements thereon, during the Lease Term and any extension thereof. Under no circumstances shall Landlord be responsible for the payment of any real estate or personal property taxes incurred or imposed on the Property or in connection with Tenant's Project or any component thereof since the County's authority to impose any such tax will be derived from Tenant's use of the Property for commercial purposes which may eliminate the Property's pre-Lease property tax exempt status. Landlord agrees to exercise commercially reasonable efforts to submit to Tenant a copy of all notices, tax bills and other correspondence Landlord receives from any taxing authorities regarding any taxes Tenant is required to pay hereunder within thirty (30) days after Landlord receives same, and it is a condition to Tenant's obligations to timely make

payment or reimbursement of taxes that Tenant is obligated to pay hereunder that Tenant receives the real property tax bill no later than twenty (20) business days prior to the delinquency date for such taxes. If Tenant receives any real property tax bill less than twenty (20) business days prior to the delinquency date for such taxes, Tenant shall exercise commercially reasonable efforts to pay such tax bill prior to the delinquency date. Notwithstanding any other provision of this Section 10.1, if the law expressly permits the payment of any property taxes in installments (whether or not interest accrues on the unpaid balance), Tenant may, at its election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency. Tenant shall have the right to contest the correctness or validity of any taxes, assessments and charges for which it is responsible hereunder, so long as such contest does not result in loss of or to the Property. Notwithstanding any other provision of this Section 9.1, Tenant shall not be obligated to pay for (a) any income taxes attributable to Landlord; (b) any mortgage or transfer tax imposed against Landlord; (c) any increase in the assessed value of the Property for tax purposes caused by Landlord other than as a result of entering into and/or performing this Lease or the Lease Documents; or (d) taxes or assessments arising from or related to operations on any adjacent land owned by Landlord.

9.2 Payment of Delinquent Taxes. In the event Tenant shall be delinquent in the payment of any taxes that it is obligated to pay prior to delinquency hereunder, Landlord may, at its option, pay such delinquent amounts. If Landlord has paid such delinquent amounts on behalf of Tenant, the amount thereof plus interest thereon at the Overdue Rate from the date of payment shall be repaid by Tenant, and Tenant shall pay such amount within thirty (30) days following a written demand for such payment from Landlord.

9.3 Deferred Tax Program. To the extent that Tenant's use of the Property for the Intended Use causes the removal of all or any portion of the Property from a deferred tax program [including, without limitation, any so-called Williamson Act contracts] in effect as to the Property as of the Effective Date (a "**Deferred Tax Program**"), Tenant shall reimburse Landlord for any actually realized penalties or actual deferred tax recapture incurred by Landlord in connection with such removal. [The full extent of monetary amounts expected to be reimbursed by Tenant to Landlord as related to any such Deferred Tax Program is set forth on Exhibit 10.3 attached hereto and incorporated herein.] *[Exhibit 10.3 to be added prior to Lease execution, if applicable.]* Tenant's obligation to reimburse Landlord pursuant to this Section 10.3 shall not apply to any portion of the Property not enrolled in the Deferred Tax Program as of the Effective Date, nor shall it require reimbursement of benefit or revenue that would have otherwise been earned by Landlord, if any, during the balance of the term of Landlord's Deferred Tax Program participation**.**

9.4 Tax Credits; RECs. All (a) tax credits, tax incentives or tax related grants or benefits and (b) renewable energy credits or other environmental attributes, credits or incentives, relating to the Project are, and shall remain, the property of Tenant.

9.5 Tax Cooperation. Landlord shall reasonably cooperate with Tenant, at Tenant's sole cost and expense, to minimize any taxes related to the Project, including taking any steps necessary to reasonably assist in the securing of property tax incentives pursuant to any applicable federal, state, and/or municipal law, rule, or regulation.

9.6 Limitation on Tenant's Responsibility for Taxes. Notwithstanding any other provision of this Article 10, in no event shall Tenant be obligated to pay for (a) any income taxes attributable to Landlord; (b) any mortgage or transfer tax imposed against Landlord; (c) any increase in the assessed value of the Property for tax purposes caused by Landlord other than as a result of entering into and/or performing this Lease and/or installing Tenant's Improvements on the Property; or (d) taxes or assessments arising from or related to operations on any adjacent land owned by Landlord. Notwithstanding the foregoing, Tenant shall be responsible for the payment of any property taxes which may be incurred, or which may arise by placement of the Property on the Champaign County property tax rolls.

10. Utilities. Tenant shall pay, before delinquency, all charges for utilities consumed at the Property for water, gas, electricity, heat, light, power, telephone, internet, and other public services used by Tenant in or upon the Property.

11. Maintenance, Repair and Alterations. Throughout the term of this Lease, subject to a Force Majeure Event, Tenant shall, at no cost or expense to Landlord, keep and maintain the Improvements that are constructed by Tenant on the Property in a safe condition, subject to normal wear and tear. Such Improvements and all aspects of the Project shall be maintained by Tenant at Tenant's expense at all times in material compliance with Applicable Laws. Tenant shall prevent erosion of the Property by maintaining a ground cover of turf grass, pavement, and plantings in accordance with Illinois Pollinator-Friendly Solar Site Act (525 ILCS 55/). In the event that Tenant's Project causes or creates conditions to exist or come into existence regarding the Property itself, Tenant shall, at its own expense, correct, repair or remediate, as the case may require, all such conditions. Tenant is expected to obtain an erosion control permit before beginning Project construction and is also expected to file a notice of termination of such permit with the City of Urbana after the end of Project construction. Tenant agrees that, before filing such notice of termination, Tenant will mill and provide a functional hot mix asphalt ("HMA") overlay for the full width of Landlord's access road utilized by Tenant during construction within the Road Access Easement Area shown in A-1, that is regularly used by Tenant for construction purposes, and that is located between the Land and the nearest public roadway, in accordance with the applicable requirements of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction, but in any case, to a depth no less than two (2) inches. Tenant and Landlord shall work together in good faith to agree on a pavement rehabilitation plan that complies with the requirements of this Section to govern such milling and HMA work. New hot mix asphalt shall be added to the repaving where necessary to maintain the current grade of the roadway. Any surplus millings generated by the project must be disposed of at the Landscape Recycling Center at no cost to the Tenant, but may not be retained by Tenant or Tenant's agents. Additionally, Tenant shall, at no expense to Landlord, repair any damage Tenant causes to Landlord's properties separate from the leased Property which tenant may have been granted use of during construction of the Project.

11.1 – Road Maintenance Obligations: Tenant shall have no obligation to maintain, repair, or improve any portion of the Landlord-controlled roads except as expressly provided herein. Tenant's obligation to repair or restore any portion of such roads shall be limited solely to damage directly caused by Tenant's (or Tenant's Parties') activities during (a) construction of the Project; (b) decommissioning of the Project; or (c) during operation, but only upon Landlord providing reasonable evidence that such damage was caused by Tenant's operations. Any repairs by Tenant

under this Section shall be limited to restoring the impacted road segment to a condition substantially equivalent to its condition immediately prior to the Tenant-caused impact.

12. Condemnation. Should title or possession of all of the Property be taken in condemnation proceedings by a government agency, governmental body, Public Utility as defined by Applicable Law, or any other entity authorized by law to exercise the right of eminent domain, or should a partial taking render the remaining portion of the Property unsuitable for Tenant's use, then, at Tenant's written election, this Lease shall terminate upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be apportioned between the valuation given to Tenant's interest in the Leasehold Estate, the Project and the Improvements ("**Tenant's Interest**") and Landlord's interest in this Lease and the land (taking into consideration the value of the Rent to be paid by Tenant for the remainder of the Lease Term as if this Lease had not been terminated) ("**Landlord's Interest**"), and Tenant shall not be required to pursue a separate award from the condemning authority, nor shall Tenant's right to condemnation proceeds under this Section 12 be affected by the refusal of the condemning authority to make a separate award in favor of Tenant. The portion relating to the Tenant's Interest shall be paid to Tenant, and the portion relating to the Landlord's Interest shall be paid to Landlord; provided that Tenant shall also be entitled to any award made for the reasonable removal and relocation costs of any removable property that Tenant has the right to remove, and for the loss and damage to any such property that Tenant elects or is required not to remove, and for any loss of income from the Project, and for the loss of use of the Property by Tenant to the extent of Tenant's interest as Tenant, the loss in value of the Leasehold Estate, and loss of any goodwill. The balance of any award, including severance damage, if any, shall be payable to Landlord. It is agreed that Tenant shall have the right to participate in any condemnation proceedings and settlement discussions and negotiations thereof and that Landlord shall not enter into any binding settlement agreement without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant's share of the award shall be paid to the Qualified Leasehold Mortgagee, if any, if and to the extent required by the Qualified Leasehold Mortgage. If Landlord and Tenant cannot reasonably agree on the reduction in Tenant's Basic Ground Rent pursuant to this Section 12, then the amount of such reduction, if any, shall be determined by arbitration pursuant to Section 18.4.22 below.

13. Default and Cure. In the event that a Party (hereinafter, the "**Non-Defaulting** Party") believes that the other Party (hereinafter, the "**Defaulting Party**") is in default or has committed an Event of Default, as defined below, of any term, condition or covenant contained in this Lease, the Non-Defaulting Party shall send written notice (hereinafter, "**Notice of Default**") to the Defaulting Party and such Notice of Default shall (i) identify the term, condition or covenant in this Lease believed to be in default or constitute an Event of Default; (ii) describe the nature of the default or Event of Default; and (iii) provide a reasonable time, unless otherwise specified in this Lease, in which to fully cure the default or Event of Default. The Defaulting Party shall, within the time provided in the Notice of Default (i) fully cure the default; (ii) provide written notice and supply evidence to the Non-Defaulting Party insofar as why the Defaulting Party believes that it is not in default or committed an Event of Default; or (iii) request a reasonable time beyond the time specified in the Notice of Default in which to cure the default or Event of Default including providing a reason why such extension is necessary. Nothing herein shall be deemed, interpreted or construed as prohibiting a Qualified Leasehold Mortgagee, if any, from curing the default or

Event of Default. If the Defaulting Party fails to cure the default or Event of Default within the time provided on the Notice of Default or such reasonable extension thereof requested in the Defaulting Party's response to the Notice of Default, the Non-Defaulting Party shall be entitled to (i) cure or have a third person cure the default or Event of Default and recover from the Defaulting Party any costs and expenses incurred by the Non-Defaulting Party by reason of curing the default or Event of Default; (ii) except as limited by Section 14.3 below, terminate the Lease and recover from the Defaulting Party any and all sums which are then due and owing as provided in this Lease; or (iii) pursue any and all such other remedies, whether in law, in equity, or administratively which may be available to the Non-Defaulting Party. In the event Tenant has entered into a Mortgage with a Qualified Leasehold Mortgagee, the Leasehold Mortgage shall have such rights to cure any and all of Tenant's or the Subtenant's defaults (as the case may be) as provided in Section 6 of this Lease.

13.1 Event of Default by Tenant. Subject to the rights of Qualified Leasehold Mortgagees as provided in Section 7, and subject to any applicable cure periods, each of the following events shall constitute an "**Event of Default**" by Tenant and shall permit Landlord to terminate this Lease, and/or pursue all other appropriate remedies available to the non-defaulting party whether in law, equity or administratively:

13.1.1 Failure to Pay. The failure or omission by Tenant to pay amounts required to be paid pursuant to this Lease when due hereunder, and such failure or omission has continued for thirty (30) days after written notice from Landlord.

13.1.2 Improper Use. Tenant uses Property for any use not permitted under this Lease or in violation in any material respect of applicable law, which use or violation does not cease within 45 days after Tenant's receipt of written notice from Landlord; provided, however, that if the failure to use the Property for a use permitted under this Lease or the violation of law cannot reasonably be cured within such 45 day period using commercially reasonable efforts, an event of default shall not exist if Tenant commences to cure the default within the 45-day period and thereafter continues to make diligent and reasonable efforts to cure such default as soon as practicable, so long as such default is cured within 120 days after receipt of written notice from Landlord; or

13.1.3 Bankruptcy; Composition of Creditors. Tenant files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it, and such involuntary petition or request is not dismissed within one hundred twenty (120) days after filing. Tenant enters into a common law or statutory composition of credits whether voluntarily or involuntarily and such composition of credits is not dissolved within one hundred twenty (120) days after the Party enters into such composition of creditor.

13.1.4 Other Breach or Failure to Perform**.** Tenant fails to perform any other material covenant or provision of this Lease, if such failure to perform is not cured within 45 days after Tenant's receipt of written notice from Landlord; provided, however, that if the failure to perform cannot reasonably be cured within such 45 day period using commercially reasonable efforts, an event of default shall not exist if Tenant commences to cure the default within the 45-day period and thereafter continues to make diligent and reasonable efforts to cure such default as

soon as practicable, so long as such default is cured within 120 days after receipt of written notice from Landlord.

13.2 Event of Default by Landlord. Subject to the rights of Qualified Leasehold Mortgagees as provided in Section 7, and further subject to the limitations in Section 14.3, each of the following events shall constitute an "**Event of Default**" by Landlord and shall permit the Tenant to terminate this Lease, and/or pursue all other appropriate remedies available to the Tenant whether in law, equity or administratively:

13.2.1 Failure to Pay. The failure or omission by Landlord to pay amounts required to be paid pursuant to this Lease when due hereunder, and such failure or omission has continued for thirty (30) days after written notice from Landlord.

13.2.2 Failure to Perform. The failure or omission by Landlord to observe, keep or perform any of the other terms, agreements or conditions set forth in this Lease, and such failure or omission has continued for thirty (30) days (or such longer period as may reasonably be required to cure such failure or omission, provided that cure has commenced and Landlord is diligently proceeding to complete such cure) after written notice from the other Party); or

13.2.3 Bankruptcy; Composition of Creditors. Landlord files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it, and such involuntary petition or request is not dismissed within one hundred twenty (120) days after filing. Landlord enters into a common law or statutory composition of credits whether voluntarily or involuntarily and such composition of credits is not dissolved within one hundred twenty (120) days after Landlord enters into such composition of creditor.

13.2.4 Tenant's Additional Remedies. If Tenant provides notice to Landlord of Landlord's failure to perform an obligation under the terms of this Lease which, by its very nature, is likely to cause a suspension of the Tenant's operation of the Project or divest Tenant of its leasehold estate hereunder (hereinafter a "Required Action"), and Landlord fails to proceed to take such action as required by the terms of this Lease within ten (10) business days' (and thereafter proceed with due diligence to complete the Required Action), then Tenant may proceed to take the Required Action upon delivery of an additional ten (10) business days' notice specifying that Tenant is taking such Required Action, and if such action was required under the terms of this Lease to be taken by Landlord, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable, out-of-pocket costs and expenses in taking such action.

13.2.5 Tenant's Right to Deduct Certain Amounts Payable. If Landlord does not deliver a detailed written objection to Tenant, within thirty (30) days after receipt of an invoice by Tenant of its costs of taking action under Section 13.2.4 above, which Tenant claims should have been taken by Landlord, and if such invoice from Tenant sets forth a reasonably particularized breakdown of its costs and expenses in connection with taking such action on behalf of Landlord, then Tenant shall be entitled to deduct from the amounts payable by Tenant to Landlord under this Lease the amount set forth in such invoice. If, however, Landlord delivers to Tenant within thirty (30) days after receipt of Tenant's invoice, a written objection to the payment of such invoice, setting forth with reasonable particularity Landlord's reasons for its claim that such action did not

have to be taken by Landlord pursuant to the terms of this Lease or that the charges are excessive (in which case Landlord shall pay the amount it contends would not have been excessive), then Tenant shall not be entitled to such deduction from the amounts payable by Tenant to Landlord under this Lease, but as Tenant's sole remedy, Tenant may commence an action against Landlord to collect the amount set forth in the subject invoice. In the event Tenant prevails in such legal proceedings and receives a judgment against Landlord, the Landlord shall pay such judgment to Tenant within thirty (30) days of such judgment being entered

14. Termination.

14.1 Expiration. Unless terminated in accordance with terms in this Lease, or otherwise agreed to by and between the Parties, this Lease shall continue until the end of the Lease Term or any duly exercised Renewal Term.

14.2 Tenant's Termination Right. Tenant may elect to terminate this Lease at any time upon at least six (6) month' prior written notice to Landlord and payment to Landlord of all Rent (prorated for any partial year) and other amounts due but not yet paid and that would otherwise be due by Tenant hereunder, including but not necessarily limited to all reimbursements due but not made to Landlord, up to and including the effective date of termination specified in Tenant's termination notice. All amounts paid by Tenant to Landlord prior to such termination shall be retained by Landlord. Notwithstanding anything to the contrary contained herein, Tenant shall remain obligated to pay property taxes pursuant to Section 9 of this Lease and any extension thereof, during the time which Tenant occupied the Property. In the case where Tenant occupied the property for part of a tax year, Tenant shall be responsible for payment of any taxes attributable to its use of the Property in that year (i.e., where the assessing authority prorates the taxes based on such use being only a partial year, Tenant shall be responsible for such prorated amount; but where the assessing authority does not prorate taxes based on a partial year's use, Tenant shall be responsible for a full year's tax). In the case where Tenant is obligated to pay property taxes, whether in full or as prorated, but such obligation has not accrued (since property taxes in the State of Illinois are paid a year in arrears), Tenant shall provide Landlord with a certificate of payment or some other government-issued evidence that such payment has been made following payment of such property taxes regardless of whether this Lease is then in full force and effect or has expired or been terminated. In the event that Tenant shall become obligated to pay property taxes on a prorated basis and where such property tax bill has not been then issued, Landlord shall notify Tenant of Tenant's prorated amount of taxes which should be paid and the means by which Landlord calculated the proration of said property taxes and Tenant shall remit said sum to Landlord so that Landlord can, with such portion as Landlord is obligated to pay, remit payment of such property taxes to the Champaign County, Illinois Treasurer or such other person responsible for the collection of property taxes within Champaign County, Illinois.

14.3 Limitation on Termination. Landlord may commence an action or proceeding in which termination, cancellation, rescission or reformation of this Lease is sought as a remedy only if (i) a monetary default is not cured within sixty (60) days of Notice of Default; or (ii) Tenant fails to pay to Landlord, within thirty (30) days after the date such award becomes final, any damages awarded Landlord by a court with jurisdiction. Notwithstanding any other provision of this Agreement or any rights or remedies which Landlord might otherwise have at law or in equity, during the Lease Term as it may be extended and while there are Project Facilities being

constructed or located on the Property, Landlord shall not (and hereby waives the right to) commence any action or proceeding in which termination, cancellation, rescission or reformation of this Lease is sought as a remedy and Landlord shall be limited to seeking actual damages in the event of any failure by Tenant to perform its obligations hereunder. Remedies for non-monetary Events of Default, if left uncured, shall be limited to demand for specific performance, monetary damages or other equitable relief.

14.4 Removal. After the notice of termination provided in Section 14.2 above but prior to the effective date of any such termination or expiration of this Lease, but in no way later than six (6) months after the later of (a) the termination of this Lease, or (b) the acquiring of a permit or consent to perform the proposed removal activities, Tenant shall have (i) removed all Improvements (other than any soil grading or soil filling improvements) and personal property of Tenant; (ii) provide a written report to Landlord concerning the condition of any Improvements on the Property to remain; and (iii) complete the decommissioning of the Project in compliance with all applicable laws and regulations. Tenant shall also restore the Property to substantially the same condition existing immediately on the Option Exercise Date (provided that Tenant will have no obligation to restore any structures that Tenant has the right to demolish pursuant to the terms of this Lease). For clarity, to the extent a permit or consent is required for the activities described in this Section 14.4, the six (6) month period shall run from the time the permit or consent is obtained. With regard to any roads or parking pads that are part of Project, the Tenant shall have the right but not the obligation to remove such Improvements, and those left shall become the property of the Landlord.

14.5 Reclamation Estimate and Security. One (1) year prior to the expiration of the later of the Lease Term or any final renewal of the Lease Term as provided in Section 2.2 of this Lease, Tenant shall provide to Landlord a good faith written estimate, made by an independent demolition contractor with solar experience, of the total cost to complete the decommissioning of the Project which shall include the removal of all of Tenant's Improvements, restoration of the Property to its condition as existed immediately prior to the Option Exercise Date, and any and all other costs relative to the decommissioning of the Project (collectively, the "**Reclamation Estimate**"). For clarity, such Reclamation Estimate may include and consider the salvage value of the Improvements that will be decommissioned. At least 180 days prior to the end of the Lease Term, Tenant shall deliver to Landlord a payment bond or a letter of credit in Landlord's name and issued by a creditworthy bonding company or financial institution, as applicable, for the amount of the Reclamation Estimate. Notwithstanding the foregoing, if, pursuant to Applicable Law, Tenant has provided to any governmental agency a payment bond, letter of credit, or any other form of financial assurance for restoration of the Property (the proceeds of which are required to be applied to the restoration of the Property to the full extent required by Applicable Law in the event Tenant otherwise fails to do so), then Tenant's obligations to Landlord under this Section 13.4 shall be deemed satisfied.

15. Force Majeure. If either Party's performance under this Lease (other than the payment of money) is prevented or delayed, despite such Party's best efforts to perform, by causes beyond such Party's reasonable control, including strikes, riots, fires, floods, lightning, rain, earthquake, extraordinary wind or other weather events, war, invasion, insurrection, acts of terrorism, civil commotion, unavailability of resources due to national defense priorities, any act of God, binding orders, actions or inactions of any court or governmental authority, local, state or federal laws,

regulations or ordinances, technological impossibility or any other similar or dissimilar cause beyond its reasonable control and not attributable to its neglect (each, a "**Force Majeure Event**"), upon such claiming Party providing notice in reasonable detail to the other Party the requirement of performing such obligation shall be postponed by a period equal to the period of time such Party's performance under this Lease is prevented or delayed by such Force Majeure Event

16. Right of First Offer in Favor of Tenant.

16.1 Generally. If during the Lease Term Landlord proposes to enter into a binding agreement (subject to customary closing conditions) to sell, assign, transfer or convey the Property (a "**Disposition**") to any third person, then, provided no Event of Default by Tenant then exists and is continuing which Tenant is not diligently proceeding to cure as permitted under the Lease, Landlord shall give notice of such proposed Disposition (the "**Disposition Notice**") to Tenant (the "**ROFO Party**"). The Disposition Notice shall set forth all material terms of the proposed Disposition, including the price to be sought for the Property and the payment terms. The ROFO Party shall have the right of first offer (the "**ROFO**"), exercisable by notice (the "**Exercise Notice**"), together with a draft of a purchase and sale agreement for the Disposition of the Property described in the Disposition Notice that has terms and conditions that are the same or better, taken as a whole, in the reasonable discretion of Landlord, than the terms and conditions set forth in the Disposition Notice (the "**Conforming Purchase Agreement**"), on or before the thirtieth (30^{th}) day after the Disposition Notice is given (the "**Exercise Period**"), to acquire for the same or higher purchase price, on the same or better payment terms and on other terms and conditions as are set forth in the Disposition Notice, all of the Property described in the Disposition Notice. ROFO Party's Exercise Notice and draft Conforming Purchase Agreement must provide that it will purchase all of the Property described in the Disposition Notice on an "AS IS" basis and without any obligation of Landlord to make any improvements or restorations of the Property. By delivery of an Exercise Notice and a draft Conforming Purchase Agreement, ROFO Party shall be deemed to have accepted Landlord's offer set forth in the Disposition Notice. If ROFO Party fails to exercise its ROFO by delivering an Exercise Notice, and/or ROFO Party fails to deliver a Conforming Purchase Agreement, during the Exercise Period, ROFO Party shall be deemed to have waived such ROFO with respect to the Disposition described in such Disposition Notice and Landlord shall be permitted to Dispose of the Property described in the Disposition Notice in accordance with Section 17.3 below. Tenant agrees to execute and deliver a quitclaim of Tenant's rights under this Section 17 in recordable form at Landlord's request following the expiration or termination of the Lease Term.

16.2 Closing Following Exercise Notice. If ROFO Party delivers an Exercise Notice, the closing of the purchase of the Property specified in such Disposition Notice shall be in escrow with a reputable national title company selected by Landlord on the thirtieth (30^{th}) day (or next business day if such day is not a business day) after the date on which the Disposition Notice is given, unless the Landlord and ROFO Party mutually agree upon a different place or date ("**Closing Date**"). At the closing, (a) the Landlord and ROFO Party shall execute and deliver the agreed upon Conforming Purchase Agreement, (b) the Landlord and ROFO Party shall execute and deliver such other instruments (i) as are contemplated under the Conforming Purchase Agreement and (ii) which are customary to give effect to the purchase and Disposition in the jurisdiction in which the Property is located; and (c) ROFO Party shall deliver to the Landlord in

immediately available funds the purchase price for the Property described in the Disposition Notice.

16.3 Failure to Exercise. If ROFO Party fails to timely deliver an Exercise Notice or a Conforming Purchase Agreement (or if the ROFO Party delivers an Exercise Notice but the closing of the purchase of the Property specified in the Disposition Notice does not occur on or before the Closing Date as a result of the failure by the ROFO Party to complete such purchase due to the ROFO Party's breach of its obligation to purchase the Property pursuant to the applicable Exercise Notice), then Landlord shall have the right to effect a Disposition of the Property specified in the Disposition Notice on or before the twenty-fourth (24^{th}) month after the date the Disposition Notice was given (such period, the "**Disposition Period**") on terms acceptable to Landlord in Landlord's sole discretion. If, however, Landlord fails to consummate the Disposition specified in the Disposition Notice during the Disposition Period, the proposed Disposition shall again be subject to the ROFO.

17. Environmental Matters.

17.1 Condition of Property. Tenant, at the time of the Effective Date, is aware that the Property, in the past, was operated as a local government landfill and since cessation of such operations was capped with a layer comprised of a mixture of soil and clay in order to prevent migration of any of the landfill material to the surface of the Land. Tenant agrees to enter into this Lease with the foregoing knowledge and further agrees not to require Landlord to undertake any remediation, mitigation, abatement, or other action regarding the environmental conditions existing on the Property at the time of the Effective Date or during the Lease Term or any renewal thereof as provided in Section 2.2 except as required by Section 5.2. Notwithstanding the immediate foregoing, should Landlord decide in its sole discretion to perform maintenance activities on the Property which causes damage to Tenant's system, Landlords indemnification obligations in Section 7.2 shall apply.

17.2 Movement of Landfill Surface. Tenant, at the time of the Effective Date, is aware that the surface of the Property is subject to shifts and depressions due to degradation of landfilled materials below. Landlord shall not be responsible for any injury or damage done to any of Tenant's Improvements which may occur as a direct or proximate result of or which may be traced to any shifts or depressions caused by degradation of landfill materials below the surface of the Property.

17.3 Tenant's Use of Hazardous Materials. Tenant shall not use or allow to be used on the Property, or bring onto or allow to be brought onto the Property, any Hazardous Materials or Solid Waste except as reasonably required in connection with its Operations on the Property, and then only in material compliance with all Applicable Law governing the use, handling, or storage of Hazardous Materials and Solid Waste. Tenant shall provide to Landlord both a print and a digital .pdf copy of Safety Data Sheets (SDS) required to be kept in accordance with Applicable Law for any chemicals, whether liquid, solid, or gaseous, which may be brought onto the Property.

17.4 Notice of Release or Investigation. If, during the Lease Term or any Renewal Term, Landlord or Tenant becomes aware of (a) the actual or threatened release of any Hazardous Materials or Solid Waste on, under or about the Property in quantities or concentrations that require

notification to any governmental authority pursuant to Applicable Law, or (b) any inquiry, investigation, proceeding or claim by any governmental authority or any other person regarding the presence of Hazardous Materials or Solid Waste on, under or about the Property, the Party becoming aware of such matter shall give the other Party written notice of such release or investigation within ten (10) business days after learning of it, and shall simultaneously furnish to the other Party copies of any claims, notices of violation, reports or other writings prepared or received by such Party that concern such release or investigation. The receipt or transmittal of any notice by either Party under this Section shall not affect the Parties' other obligations under this Section 18.

17.5 Tenant's Obligations Regarding Hazardous Materials. Tenant shall have no obligation to remove or remediate Hazardous Materials on the Property except to the extent that any Hazardous Materials brought onto the Property or otherwise caused by Tenant or any of Tenant's Parties are released or otherwise result in contamination of the Property that would require governmental notification, investigation or remediation pursuant to Applicable Law. If Tenant Parties release, dispose, or otherwise exacerbate existing conditions so as to cause a release of Hazardous Materials in, on, or about the Property during the Lease Term in violation of Applicable Law, Tenant at its sole cost and expense shall report, investigate, remove or remediate such Hazardous Materials as required by Applicable Law or by a written directive or order from any applicable local, state or federal agency having jurisdiction.

17.6 Landlord's Indemnification Obligations Regarding Hazardous Materials. Landlord shall indemnify, defend, reimburse and hold Tenant and its successors, assigns, agents, employees, representatives and lenders harmless from any and all Losses caused by the presence of Hazardous Materials which were placed in, on or about the Property prior to the delivery thereof to Tenant or which are thereafter placed by Landlord or any of its employees, agents or contractors in, on or about the Property or otherwise migrate on, under, or about the Property through no act, consequence, or result of Tenant's activities on the Property, or Losses incurred by Tenant in connection with the release, removal or storage of any such Hazardous Materials

17.7 Tenant's Indemnification Obligations Regarding Hazardous Materials. Without limiting Tenant's obligations under any other provision of this Lease, Tenant shall indemnify, defend, reimburse and hold Landlord and the Landlord's Parties harmless for, from and against any and all Losses caused by the presence of Hazardous Materials that were placed in, on or about the Property by Tenant or any of Tenant's Parties or were released from the Property if such release was caused by Tenant's activities during the Lease Term.

17.8 Survival. The parties' obligations under this Section 17 shall survive the termination or expiration of this Lease.

18. General Provisions.

18.1 Notices; Payments. The address of each party hereto for all notices required or permitted to be given hereunder shall be as follows, or such other address of which the other party has received notice:

If to Landlord:

City of Urbana, IL
ATTN: Public Works Director
706 S. Glover Ave.
Urbana, IL 61802

With a copy to:

City of Urbana, IL
ATTN: City Attorney
400 S. Vine St.
Urbana, IL 61801

If to Tenant:

Solar Star Urbana Landfill South, LLC

with a copy to:

Solar Star Urbana Landfill South, LLC
1000 Wilson Blvd, Suite 2400
Arlington, VA 22209
Attn: General Counsel
legal@srenergy.com

All notices shall be in writing and may be delivered by any of the following methods, with all delivery charges and/or postage pre-paid: personal delivery (including delivery by private courier services), reputable overnight courier service (e.g., Federal Express, UPS, DHL), or United States first class certified or registered mail with return-receipt requested. Any notice personally delivered shall be deemed to have been validly and effectively given on the date of such delivery if delivered prior to 4:00 p.m. of the Time Zone where delivered, unless such date shall not be a business day or such delivery time be after the aforesaid time, in which case such delivery shall be deemed to have been validly and effectively given on the next succeeding business day. Any notice sent by reputable overnight courier or by United States first class certified mail shall be deemed to have been validly and effectively given on the date of the receipt for delivery thereof.

Landlord or Tenant may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. It shall be the duty of Landlord, Tenant and any Subtenant or Qualified Leasehold Mortgagee to notify other parties of any change to their name or address. Until such time that a Party or other person delivers written notice of a name or address change, any written notice required to be provided to such Party or other person under the terms of this Lease shall be properly delivered if it sent to the last known name and address of such party.

Payments shall be made to Landlord, at Landlord's election, either (i) by wire transfer to an account designated by Landlord, or (ii) by check delivered to Landlord's address as set forth in this Section 18.1, or such other address specified by Landlord. Payments to Landlord shall not be deemed made until delivered to Landlord in accordance with the foregoing.

18.2 Approvals and Consents Generally. Whenever in this Lease the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld and/or delayed. Notwithstanding the foregoing, if the Party seeking the other Party's consent fails to provide or delays in providing such information as the other Party requests, the other Party's notice of its failure to grant, refuse, or withhold consent shall not be deemed, interpreted or construed as an unreasonable delay in giving such notice regarding consent.

18.3 Estoppel Certificate. Tenant or Landlord shall at any time upon not less than fifteen (15) days' prior written notice from the other execute, acknowledge and deliver an estoppel certificate substantially in the form attached hereto as Exhibit C and including any additional customary provisions that the holder of a Leasehold Mortgage may reasonably request. Any such statement may be conclusively relied upon by any Qualified Leasehold Mortgagee or any prospective purchaser or encumbrancer of the Property, the Leasehold Estate, and/or the Improvements. Each Party acknowledges that the other Party may from time to time request an estoppel certificate in connection with any financing, sale, or investment in connection with such Party's interest in this Lease and the Project. Each Party agrees that, if requested by the other Party on behalf of any third person with whom such requesting party is undertaking any such transaction and to the extent that the attached form of estoppel does not already address such request, the other Party agrees to address such additional matters in the estoppel to be provided, to the extent that the request is commercially reasonable. The failure of either Party to deliver such estoppel certificate within such time specified shall be conclusive upon the other Party that (i) this Lease is in full force and effect and has not been modified, (ii) there are no uncured Events of Default by either Party hereunder, and no conditions or events exist which, with the passage of time, would become an Event of Default, (iii) any conditions subsequent set forth in this Lease have been satisfied (except to the extent that such satisfaction, by the terms of this Lease, is not due to occur until a future date) and (iv) the other certifications so requested are in fact true and correct. In addition, each of Landlord and Tenant shall deliver to a title company such other estoppels, affidavits, and other instruments that are reasonably requested by such title company in order for it to insure the interest of either Party or any Leasehold. Each Party agrees that if one Party fails to deliver such requested estoppels within the fifteen (15) day notice, all statements within such estoppel will be deemed as true.

18.4 Miscellaneous Provisions.

18.4.1 Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Lease.

18.4.2 Further Documents. Each Party agrees to perform such further acts and execute such further documents as may be necessary or appropriate to carry out the expressed intents and purposes of this Lease. Without limiting the generality of the foregoing, Landlord shall execute such maps, applications and other documents as may reasonably be requested by Tenant or any utility or governmental entity in connection with the Intended Use.

18.4.3 Severability Clause. If any term or provision of the Lease, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial or administrative order, decision or decree to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

18.4.4 Interest on Past-Due Obligations. Except as otherwise expressly provided herein, whenever this Lease requires the payment of interest on any amount due from either Party to the other, such interest shall be at the rate of (i) the then-applicable prime rate set forth by the Wall Street Journal plus two percent (2%) per annum, or (ii) the maximum rate permitted under Applicable Law, whichever is less, from the date due (the "**Overdue Rate**"). Payment of such interest (in and of itself) shall not excuse or cure any default by Landlord or Tenant under this Lease.

18.4.5 Entire Agreement. This Lease contains all agreements of the parties with respect to the subject matter hereof, and the parties acknowledge and agree that the Option Agreement is superseded by this Lease. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified only by a writing signed by all parties.

18.4.6 Waiver. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. A Party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such Party's consent to or approval of any subsequent act.

18.4.7 Holding Over. If Tenant remains in possession of the Property, or any part thereof, after the expiration of the Lease Term or any Renewal thereof without the express prior written consent of Landlord, such occupancy shall be deemed a tenancy from month to month and all terms and conditions hereof shall be applicable to such month-to-month tenancy; provided that Rent payable during such period shall be two times the then applicable rent as of the date of the day just prior to the Lease or Renewal termination.

18.4.8 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies in law or equity.

18.4.9 Binding Effect. This Lease shall bind the Parties, their personal representatives, successors and assigns. The burdens of the rights contained in this Lease shall run with and against the Property and shall be a charge and burden thereon for the duration of the Lease and any Renewal hereof and shall be binding upon and against Landlord and its successors, assigns, permittees, licensees, lessees, employees and agents.

18.4.10 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument. PDF or facsimile counterparts shall be deemed originals and shall be binding.

18.4.11 Resolution of Drafting Ambiguities. Each Party hereto acknowledges that it was represented by counsel in connection with the preparation, execution and delivery of this Lease and that such party's counsel reviewed and participated in the revision of this Lease and all exhibits and schedules hereto and that any rule of construction under the laws of the State of Illinois to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of any of the provisions of this Lease.

18.4.12 Exhibits and Schedules. All exhibits and schedules attached to this Lease are incorporated herein by this reference as though set forth in full herein.

18.4.13 Captions. The headings to the Sections of this Lease have been inserted solely for convenience of reference and shall not modify, define or limit the express provisions of this Lease.

18.4.14 Memorandum. Neither Landlord nor Tenant shall record this Lease in its entirety. Concurrently herewith, the Parties hereto shall execute and cause to be recorded, in the Official Records of Champaign County, a Memorandum of this Lease, which shall be in the form attached hereto as Exhibit B (the "**Memorandum**").

18.4.15 No Joint-Venture or Partnership. Nothing contained in this Lease shall be deemed or construed to create or constitute a partnership, joint venture, or other co-ownership by and between the Parties as to the rights, duties and obligations of the Parties hereunder. The respective obligations of each Party shall be construed as separate and independent obligations of each respective Party and shall not be deemed joint or several.

18.4.16 Governing Law. This Lease shall be construed and enforced in accordance with and governed by the internal laws (and not the conflicts law) of the State of Illinois.

18.4.17 Forum Selection; Consent to Jurisdiction. All disputes arising out of or in connection with this Lease shall be solely and exclusively resolved by a court of competent jurisdiction in the State of Illinois. The Parties hereby consent to the jurisdiction of the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois and the United States District Court for the Central District of Illinois and waive any objections or rights as to forum nonconveniens, lack of personal jurisdiction or similar grounds with respect to any dispute relating to this Agreement.

18.4.18 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

18.4.19No Merger. If both Landlord's and Tenant's estates in the Property or the Improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by the application of the doctrine of merger except at the express election of such owner

and the consent of Qualified Leasehold Mortgagee, if any, with an interest in the Property at such time.

18.4.20 Attorneys' Fees. In the event of any action at law or in equity or administratively between the Parties hereto to enforce or interpret this Lease (including matters related to bankruptcy and appellate proceedings), the non-prevailing Party or Parties to such litigation shall pay to the prevailing Party or parties all costs and expenses, including reasonable attorneys' fees, incurred therein by such prevailing Party or Parties and, if such prevailing Party or Parties shall recover judgment in any such action or proceedings, such costs, expenses and attorneys' fees may be included in and as a part of such judgment. The prevailing Party or Parties shall be the Party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. If no costs of suit are awarded, the court shall determine the prevailing Party or Parties.

18.4.21 Confidentiality. To the extent permitted by Applicable Law, which shall include the Freedom of Information Act (5 ILCS 140/1 *et seq.*), Landlord shall maintain in the strictest confidence, for the sole benefit of Tenant, all information pertaining to the financial terms of or payments under this Lease, Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Improvements, and the like, whether disclosed by Tenant or discovered by Landlord, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Landlord or its employees or agents or (ii) was already known to Landlord, at the time of disclosure and which Landlord is free to use or disclose without breach of any obligation to any person or entity., or (iii) compelled by legal process (provided Landlord shall provide notice thereof to Tenant promptly after receipt of notice of such) Landlord shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Tenant. Notwithstanding the foregoing, Landlord may provide information as required or appropriate to attorneys, accountants, actual and potential investors, rating agencies, lenders, or third parties subject to confidential agreements or requirements who may be assisting Landlord or with whom Landlord may be negotiating in connection with the Property, Landlord's financial or other planning, or as may be necessary to enforce this Agreement. Nothing herein shall be deemed, interpreted or construed as requiring that this Lease or any of its terms, conditions and covenants be treated as confidential. In the event Landlord is served with a judicial or administrative order (which shall include any subpoena issued by a court or an administrative agency) or receives a request pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), Landlord shall promptly provide Tenant with a copy of said order or request, however, nothing herein shall be deemed to bar Landlord from providing the information requested by such order or request within the time provided in the order or by applicable law, unless an order is issued by a court or an administrative agency which quashes the order or request to produce the requested information

18.4.22 Arbitration.

(a) Disputes. Unless otherwise prohibited by any Mortgage, all disputes which in any manner arise out of or relate to Section 12 (Condemnation) of this Lease, shall be resolved exclusively by arbitration in accordance with the provisions of this Section 18.4.22. Either party may commence arbitration by sending a written demand for arbitration to the other party, setting forth the nature of the controversy, the dollar amount involved, if any, the

remedies sought, and attaching to such demand a copy of this Section 18.4.22. All arbitration proceedings shall be confidential, and neither the parties nor the arbitrator may disclose the content or results of any arbitration hereunder without the written consent of all parties to the dispute, provided, however, that if a matter or issue is subject to judicial review to the extent herein provided, any necessary contents, results or decision may be submitted to such court for such judicial review.

(b) Arbitrator. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within thirty (30) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator who is a retired judge who shall be selected by the local organization on arbitration that provides such service. Each of the Parties shall have the ability at the outset to object to and remove the arbitrator so selected by such organization. Such veto right may only be used by each party once per proceeding.

(c) Costs. The Parties shall share all costs of arbitration. The prevailing Party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

(d) Law. The substantive law of the State of Illinois shall be applied by the arbitrator. The Parties shall have the rights of discovery as provided for in 735 ILCS Section 5/2-1003. The Illinois Rules of Evidence shall apply to testimony and documents submitted to the arbitrator.

(e) Venue. Arbitration shall take place in Champaign County, Illinois unless the parties otherwise agree. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

(f) Finality. All awards or decisions of the arbitrator, which may include an order of specific performance, shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to Section 12 (Condemnation) of this Lease. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof; provided, however, that the award shall be subject to court review for error (failure to follow the law and/or a material factual error) or may be vacated or corrected for any of the reasons permitted under applicable law. Should the matter or issue not be resolved in arbitration and instead be subject to further judicial review as provided above, such matter or issue will be litigated in an Illinois court of competent jurisdiction. The arbitrator shall have the power to interpret this Agreement but shall not change (and shall not have the authority to modify) the terms of this Agreement.

signature page follows

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:

City of Urbana, Illinois

By: _____

Name: _____

Title: _____

TENANT:

Solar Star Urbana Landfill South, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

Description of the Property

A PARCEL OF LAND BEING A PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 19 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. SAID PARCEL IS PART OF THE SAME PROPERTY DESCRIBED AND RECORDED IN DOCUMENT NUMBER 225306 IN THE CHAMPAIGN COUNTY COURT HOUSE IN THE CITY OF URBANA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH RANGE 9 EAST; THENCE, S 66° 07' 41" W 1,574.02 FEET, ALONG THE MOST SOUTHEASTERLY PROPERTY LINE OF THE PARENT PARCEL TO A FOUND REBAR; THENCE, S 89° 35' 12" W 37.23 FEET, CONTINUING ALONG THE SOUTHERNMOST LINE OF THE PARENT PARCEL TO A POINT; THENCE LEAVING SAID PROPERTY LINE, N 00° 02' 50" W 916.89 FEET, TO A POINT; THENCE, N 69° 39' 02" E 245.73 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 145.99' AND ARC LENGTH OF 50.75', WHOSE CHORD BEARING IS N 76° 59' 50" E WITH A CHORD LENGTH 0F 50.50 FEET TO POINT; THENCE, N 88° 29' 34" E 130.93 FEET, TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 107.16' AND ARC LENGTH OF 145.09 FEET, WHOSE CHORD BEARING IS S 47° 02' 44" E WITH A CHORD LENGTH OF 134.26 FEET, TO A POINT; THENCE, S 06° 13' 55" E 120.90 FEET, TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 140.12' AND ARC LENGTH OF 182.41 FEET, WHOSE CHORD BEARING IS S 39° 29' 30" E WITH A CHORD LENGTH OF 169.80 FEET, TO A POINT; THENCE, S 82° 38' 15" E 107.12 FEET, TO A POINT; THENCE, S 89° 05' 27" E 104.28 FEET, TO A POINT; THENCE, N 86° 01' 08" E 193.20 FEET, TO

A POINT; THENCE, N 89° 51' 43" E 292.25 FEET, TO A POINT; THENCE, S 88° 15' 37" E 88.24 FEET, TO A POINT; THENCE, S 85° 04' 33" E 63.78 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 9; THENCE, S 00° 34' 46"E 27.76 FEET, WITH SAID EAST LINE, TO THE POINT OF BEGINNING.

SAID PARCEL TO CONTAIN 15.991 ACRES, MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ALL RIGHTS-OF-WAYS AND EASEMENTS, RECORDED OR OTHERWISE. ALL SITUATED IN THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS.

EXHIBIT A-1

Description of the Road Access Easement Area

EXHIBIT B

LEGAL DESCRIPTION OF OPTIONAL 50' ACCESS EASEMENT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION TEN (10), TOWNSHIP NINETEEN (19) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION TEN (10) A DISTANCE OF EIGHT HUNDRED SEVENTY-SEVEN (877) FEET MORE OR LESS TO THE EAST LINE OF THE TRACT KNOWN AS THE KUHLMAN LAND; THENCE NORTH FIFTY (50) FEET ALONG SAID EAST LINE; THENCE WEST AND PARALLEL TO THE SAID SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION TEN (10) A DISTANCE OF EIGHT HUNDRED SEVENTY-SEVEN (877) FEET MORE OR LESS TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION TEN (10); THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF FIFTY (50) FEET TO THE PLACE OF BEGINNING.

SAID PARCEL TO CONTAIN 1.006 ACRES MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ALL RIGHTS-OF-WAYS AND EASEMENTS, RECORDED OR OTHERWISE. ALL SITUATED IN THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS.

LEGAL DESCRIPTION OF OPTIONAL ACCESS EASEMENT "B"

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. SAID PARCEL IS PART OF THE SAME PROPERTY DESCRIBED AND RECORDED IN DOCUMENT NUMBER 225306 IN THE CHAMPAIGN

COUNTY COURT HOUSE IN THE CITY OF URBANA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH RANGE 9 EAST; THENCE, N 00° 34' 46”W 27.76 FEET, TO THE POINT OF BEGINNING; THENCE, N 85° 04' 33” W 63.78 FEET, TO A POINT; THENCE, N 88° 15' 37” W 88.24 FEET, TO A POINT; THENCE, N 02° 13' 40” E 19.97 FEET, TO A POINT; THENCE, S 87° 46' 20” E 150.86 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 9; THENCE, S 00° 34' 46”E 22.24 FEET, WITH SAID EAST LINE, TO THE POINT OF BEGINNING.

SAID PARCEL TO CONTAIN 0.070 ACRES MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ALL RIGHTS-OF-WAYS AND EASEMENTS, RECORDED OR OTHERWISE. ALL SITUATED IN THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS.

Memorandum of Lease

WHEN RECORDED MAIL TO:

Solar Star Urbana Landfill South, LLC

MEMORANDUM OF SOLAR FACILITY GROUND LEASE AND EASEMENT

THIS MEMORANDUM OF SOLAR FACILITY GROUND LEASE AND EASEMENT (this "**Memorandum**") is executed effective this day of March 25, 20[26](the "**Effective Date**") by and between the City of Urbana, Illinois, , a municipal corporation and body politic ("**Landlord**"), and Solar Star Urbana Landfill South, LLC, LLC, a Delaware limited liability company ("**Tenant**"), with reference to the following Recitals:

Landlord and Tenant have entered into that certain unrecorded Solar Facility Ground Lease and Easement of even date herewith (the "**Lease**"), which affects the real property described in Exhibit A attached hereto (collectively, the "**Land**"), together with any easements, rights-of-way, and other rights and benefits of Landlord relating or appurtenant to such Land, including the radiant energy emitted from the sun upon, over and across such Land ("**Solar Energy**"), (all of the foregoing, collectively, the "**Property**").

A. The Lease also grants Tenant a non-exclusive access, ingress, and egress easement over and across all roads existing as of the Effective Date on Parcels 91-21-10-151-006 & 91-21-09-401-007 more particularly described in Exhibit A-1 during the Lease Term for the purpose of accessing the Property.

C. Landlord leased the Property to Tenant for the development, construction, and operation of a solar energy collection, conversion, generation, storage, transmission and distribution facility (as amended from time to time, the "**Project**") to be located on the Property pursuant to the terms of the Lease.

D. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

E. Landlord and Tenant have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and the following rights of Tenant thereunder:

1. Lease Term. The term of the Lease and the Leasehold Estate created thereby commenced on the Effective Date and will remain in effect for twenty-seven (27) years thereafter (the "**Lease Term**"), unless sooner terminated as provided for in the Lease and subject to three (3) renewal terms at tenant's sole option of five (5) years each in aggregate of a total term up to forty-two (42) years.

2. Use of Property. The Lease provides for Tenant to have exclusive use and possession of the Property for purposes of constructing and operating the Project.

3. Ownership of Improvements. The Lease provides that all improvements constructed or installed on the Property by Tenant ("**Improvements**") are, and shall remain, the property of Tenant and may be removed by Tenant at any time.

4. Leasehold Mortgages. In the event that any mortgage, deed of trust or other security interest in all or any portion of Tenant's interest in the Lease, the Property, or in any Improvements is entered into by Tenant (a "**Leasehold Mortgage**"), then any person who is the mortgagee of a Leasehold Mortgage shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth for Qualified Leasehold Mortgagees in the Lease. It is further recognized that no Leasehold Mortgage shall be deemed, interpreted or construed as creating any lien on the Property or the Land described in Exhibit A appended hereto and made a part hereof as if recited in full herein greater than the leasehold interest in the Property.

5. Notices. The initial addresses of Landlord and Tenant for all notices required or permitted to be given under the Lease are as follows, or such other address of which the other party has received notice:

If to Landlord:

City of Urbana, IL
ATTN: Public Works Director
706 S. Glover Ave.
Urbana, IL 61802

With a copy to:

City of Urbana, IL
ATTN: City Attorney
400 S. Vine St.
Urbana, IL 61801

If to Tenant:

Solar Star Urbana Landfill South, LLC
1000 Wilson Blvd, Suite 2400
Arlington, VA 22209
Attn: General Counsel
legal@srenergy.com

6. Landlord's Activities. Landlord shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property. The area of Land to remain unobstructed by Landlord will consist horizontally of

the entire Property, and vertically all space located above the surface of the Property. Access to sunlight ("**Insolation**") is essential to the value to Tenant of the rights granted under the Lease and is a material inducement to Tenant in entering into the Lease. Accordingly, the Lease provides that Landlord shall not conduct or permit any activities by any other Party on the Property that interfere with Insolation on and at the Property.

7. Other Provisions. The Lease also contains various covenants, obligations and rights of the parties, including provisions relating to rent, conduct of Operations, restoration of the Property, assignment and lender protections.

8. Purpose of this Memorandum. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

9. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

-signatures follow-

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the Effective Date.

LANDLORD:

[_____]

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
CHAMPAIGN COUNTY OF)

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

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

Witness my hand and official seal.

_____ [Seal]
(Signature)

TENANT:

Solar Star Urbana Landfill South, LLC,
a Delaware limited liability company

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

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

Witness my hand and official seal.

_____ [Seal]
(Signature)

EXHIBIT A
TO
MEMORANDUM OF LEASE

Description of the Property

A PARCEL OF LAND BEING A PART OF THE EAST HALF OF SECTION 9, TOWNSHIP 19 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. SAID PARCEL IS PART OF THE SAME PROPERTY DESCRIBED AND RECORDED IN DOCUMENT NUMBER 225306 IN THE CHAMPAIGN COUNTY COURT HOUSE IN THE CITY OF URBANA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH RANGE 9 EAST; THENCE, S 66° 07' 41" W 1,574.02 FEET, ALONG THE MOST SOUTHEASTERLY PROPERTY LINE OF THE PARENT PARCEL TO A FOUND REBAR; THENCE, S 89° 35' 12" W 37.23 FEET, CONTINUING ALONG THE SOUTHERNMOST LINE OF THE PARENT PARCEL TO A POINT; THENCE LEAVING SAID PROPERTY LINE, N 00° 02' 50" W 916.89 FEET, TO A POINT; THENCE, N 69° 39' 02" E 245.73 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 145.99' AND ARC LENGTH OF 50.75', WHOSE CHORD BEARING IS N 76° 59' 50" E WITH A CHORD LENGTH 0F 50.50 FEET TO POINT; THENCE, N 88° 29' 34" E 130.93 FEET, TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 107.16' AND ARC LENGTH OF 145.09 FEET, WHOSE CHORD BEARING IS S 47° 02' 44" E WITH A CHORD LENGTH OF 134.26 FEET, TO A POINT; THENCE, S 06° 13' 55" E 120.90 FEET, TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 140.12' AND ARC LENGTH OF 182.41 FEET, WHOSE CHORD BEARING IS S 39° 29' 30" E WITH A CHORD LENGTH OF 169.80 FEET, TO A POINT; THENCE, S 82° 38' 15" E 107.12 FEET, TO A POINT; THENCE, S 89° 05' 27" E 104.28 FEET, TO A POINT; THENCE, N 86° 01' 08" E 193.20 FEET, TO

A POINT; THENCE, N 89° 51' 43" E 292.25 FEET, TO A POINT; THENCE, S 88° 15' 37" E 88.24 FEET, TO A POINT; THENCE, S 85° 04' 33" E 63.78 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 9; THENCE, S 00° 34' 46"E 27.76 FEET, WITH SAID EAST LINE, TO THE POINT OF BEGINNING.

SAID PARCEL TO CONTAIN 15.991 ACRES, MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ALL RIGHTS-OF-WAYS AND EASEMENTS, RECORDED OR OTHERWISE. ALL SITUATED IN THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS.

EXHIBIT A-1
TO
MEMORANDUM OF LEASE

Description of the Road Access Easement Area

LEGAL DESCRIPTION OF OPTIONAL 50' ACCESS EASEMENT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION TEN (10), TOWNSHIP NINETEEN (19) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION TEN (10) A DISTANCE OF EIGHT HUNDRED SEVENTY-SEVEN (877) FEET MORE OR LESS TO THE EAST LINE OF THE TRACT KNOWN AS THE KUHLMAN LAND; THENCE NORTH FIFTY (50) FEET ALONG SAID EAST LINE; THENCE WEST AND PARALLEL TO THE SAID SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION TEN (10) A DISTANCE OF EIGHT HUNDRED SEVENTY-SEVEN (877) FEET MORE OR LESS TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION TEN (10); THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF FIFTY (50) FEET TO THE PLACE OF BEGINNING.

SAID PARCEL TO CONTAIN 1.006 ACRES MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ALL RIGHTS-OF-WAYS AND EASEMENTS, RECORDED OR OTHERWISE. ALL SITUATED IN THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS.

LEGAL DESCRIPTION OF OPTIONAL ACCESS EASEMENT "B"

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. SAID PARCEL IS PART OF THE SAME PROPERTY DESCRIBED AND RECORDED IN DOCUMENT NUMBER 225306 IN THE CHAMPAIGN COUNTY COURT HOUSE IN THE CITY OF URBANA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH RANGE 9 EAST; THENCE, N 00° 34' 46”W 27.76 FEET, TO THE POINT OF BEGINNING; THENCE, N 85° 04' 33” W 63.78 FEET, TO A POINT; THENCE, N 88° 15' 37” W 88.24 FEET, TO A POINT; THENCE, N 02° 13' 40” E 19.97 FEET, TO A POINT; THENCE, S 87° 46' 20” E 150.86 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 9; THENCE, S 00° 34' 46”E 22.24 FEET, WITH SAID EAST LINE, TO THE POINT OF BEGINNING.

SAID PARCEL TO CONTAIN 0.070 ACRES MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ALL RIGHTS-OF-WAYS AND EASEMENTS, RECORDED OR OTHERWISE. ALL SITUATED IN THE COUNTY OF CHAMPAIGN, STATE OF ILLINOIS.

EXHIBIT C

FORM OF ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE AND AGREEMENT (this "Certificate") is made as of March 25_, 2026 (the "Effective Date"), by City of Urbana, Illinois (the "Landlord"), to and for the benefit of (i) U.S. Bank Trust Company, National Association, as administrative agent on behalf of the Lenders party to the Development Loan Agreement (the "Administrative Agent"), dated as of April 24, 2025 (as it may be amended, supplemented, extended, restated or otherwise modified from time to time, the "Loan Agreement"), by and among SRE Solar Origination 6, LLC, as DevCo Borrower, each of the Project Companies party from time to time thereto, the Administrative Agent, U.S. Bank Trust Company, National Association, as collateral agent (the "Collateral Agent"), the lenders party thereto (collectively, the "Lenders") and the other parties party thereto, (ii) Solar Star Urbana Landfill South, LLC, a Delaware limited liability company (together with any of its successors and assigns, the "Tenant"), and (iii) TitleVest Agency, LLC, a division of First American Title Insurance Company (the "Title Company").

RECITALS

A. Landlord is the owner of fee simple title in and to the real property located in Champaign County, IL, as more particularly described on Exhibit A attached hereto and made a part hereof (referred to as the "Site").

B. Landlord and Tenant (or Tenant's predecessor-in-interest) entered into those certain documents described on Exhibit B (collectively, the "Ground Lease").

C. Landlord has been advised that Tenant is or will be a party to the Loan Agreement. Pursuant to the terms of the Loan Agreement, Lenders will make certain funds available to Tenant in order to finance the development by the Tenant of a solar photovoltaic electric generating facility (the "Project") located on the land leased pursuant to the Ground Lease (the "Leased Premises").

D. The Title Company will be issuing owner's title insurance policies and/or endorsements thereto (collectively, the "Title Policies").

NOW, THEREFORE, for good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, knowing that (i) Lenders will rely on this Certificate in connection with extending the loan and other financial accommodations to Tenant contemplated in the Loan Agreement and (ii) the Title Company will rely on this Certificate in issuing the Title Policies, hereby states, certifies, confirms, acknowledges, represents, warrants, covenants and agrees as follows:

1. Validity of Ground Lease. The Ground Lease (a) is valid and in full force and effect, enforceable against Landlord and its successors and assigns in accordance with its terms, (b) has not been supplemented, modified or amended in any way, (c) constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises, and (d) has not been assigned by the Landlord and, to Landlord's knowledge, has not been assigned by Tenant.

2. Consent to Assignment; Collateral Assignment. Landlord acknowledges Tenant's right to assign or encumber Tenant's rights and duties under the Ground Lease and agrees that the certifications and agreements made by Landlord herein shall also be made for the benefit of Tenant and any such assignee. Landlord acknowledges and approves the collateral assignment of the Ground Lease by Tenant to the Collateral Agent on behalf of the Lenders under the Loan Agreement.

3. Ownership. There are no unrecorded options, contracts or other agreements with any persons or entities that would interfere with the use of the Site by Tenant or any of its affiliates, successors or assigns, for the purposes set forth in the Ground Lease. As of the date hereof, Landlord is the legal owner of the property described in Exhibit A, and such description includes all parties who have a fee title ownership interest in the surface estate in the Site and any mineral interests relating thereto. Except for liens or encumbrances of record, if any, and liens for property taxes not yet due and payable, there are no liens or encumbrances against Landlord or the Site.

4. No Termination. Landlord has not commenced any action or sent any presently effective notice to Tenant or any of its affiliates (or received any presently effective notice from Tenant or any of its affiliates) for the purpose of terminating, canceling or surrendering the Ground Lease. Landlord is not presently entitled to terminate, cancel or surrender the Ground Lease. Additionally, Landlord is not presently aware of any fact or circumstance that, with the passage of time or the giving of notice, or both, would constitute grounds for termination of the Ground Lease by Landlord.

5. No Defaults; No Claims. Landlord has not given to or received from Tenant or any of its affiliates any notice of default under the Ground Lease, except for defaults that have already been cured. Landlord is not in default under the Ground Lease and does not have knowledge of any breach or default of Tenant under the Ground Lease. There are no legal proceedings commenced or threatened against Tenant or any of its affiliates by Landlord. To Landlord's knowledge, there are no legal proceedings commenced or threatened against Landlord by Tenant.

6. Payments. All fees and payments due under the Ground Lease through and including the date hereof, including indemnity payments, if any, have been paid.

7. No Condemnation. There are no pending or, to the knowledge of Landlord, contemplated condemnation or eminent domain proceedings with respect to the Site or any portion thereof.

8. Title Insurance Matters. Landlord represents to Landlord's knowledge that:

(a) There are no unpaid bills incurred by or on behalf of the Landlord for work performed upon or materials delivered to the Site for the construction or improvement of the Site during the past 12 months and there are no contracts for work which have been performed but not yet paid.

(b) There are no (i) unrecorded tenancies, lease agreements, or other occupancies or rights of possession on the Site, or (ii) options, contracts or other agreements with any person or entity that would interfere with the use of the Site by

Tenant, including its affiliates, or its successors or assigns, for the purposes set forth in the Ground Lease.

(c) There are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this Certificate is given.

(d) There are no past due and unpaid real or personal property taxes, assessments or fees, or judgments, liens, mortgages, or other claims against the Site, whether recorded or unrecorded, except as described in Schedule 1 attached hereto.

(e) Landlord is the sole owner of all mineral interests, if any, relating to the Site. In addition, Landlord covenants and agrees that it will not convey such mineral interests to a third party during the Term of the Ground Lease without reserving the right to use the surface of the Site in connection with the exercise of such mineral interests.

(f) Landlord has not entered into any agreement with any broker for the management, sale, purchase, lease or mortgage of the Site which could result in a lien for which said broker has not been paid.

(g) Landlord has peaceably occupied the Site and has no knowledge of any adverse matters or claims affecting the title thereto which are not shown of record.

9. Reliance on Certificate; Successors and Assigns. This Certificate may be relied upon by, and shall inure to the benefit of, (i) the Administrative Agent, (ii) the Collateral Agent, (iii) any permitted assignee of Tenant's interest in the Ground Lease, (iv) Tenant, (v) any affiliate of, successor owner to or investor in Tenant, (vi) any title insurance company (including, without limitation, Title Company), and, in each case, their respective successors and assigns, and shall be binding upon Landlord and its heirs, representatives, successors and assigns, including, without limitation, all successor owners of the Site or any part thereof or Landlord's interest in the Ground Lease.

10. Counterparts. This Certificate may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one document. Delivery of an executed counterpart of a signature page of this Certificate by facsimile or portable document format (.PDF) shall be effective as delivery of a manually executed counterpart of this Certificate.

11. Entire Agreement. This Certificate and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings between the parties hereto in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Certificate and any such agreement, document or instrument (including, without limitation, the Ground Lease), the terms, conditions and provisions of this Certificate shall prevail.

12. Defined Terms. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Ground Lease.

signature page follows

IN WITNESS WHEREOF, Landlord has executed and delivered this Certificate to be effective as of the Effective Date.

LANDLORD:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Schedule 6.1.10

OWNER'S DISCLOSURE

1. Ownership Interest

Ownership interest of Owner in the Property, if less than 100% fee simple interest (if the following is not completed, Owner owns 100% fee simple interest in the Property):

Not applicable.

3. Restricted Property

Not applicable

If not completed above, there is no Restricted Property.

4. Location of Structures

None applicable

Except as set forth above, no residences, barns, or other structures located on the Property are subject to any setback requirements hereunder.

5. Unrecorded Encumbrances

Description: None applicable Except as set forth above, no unrecorded Encumbrances exist with respect to the Property.

6. Enrollment in Special Use or Tax Programs

Description: None applicable

CITY OF URBANA

City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.urbanaillinois.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: March 16, 2026 Committee of the Whole Meeting
Subject: First Amendment to a Redevelopment Agreement with MCDJ, LLC - 302 N. Broadway Avenue

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Summary

Action Requested

The City Council is being asked to approve a resolution approving the First Amendment to a Redevelopment Agreement ("Agreement") that was approved on February 24, 2025, with MCDJ, LLC ("Developer"). This First Amendment will extend the Project Completion Date from September 1, 2025, to May 1, 2026, and remove certain terms related to the performance of the business during the life of the Agreement.

Brief Background

The Developer is the current owner of the property at 302 N. Broadway Avenue, situated within the Central TIF District. CU Adventures In Time and Space, LLC ("CUA") is the exclusive tenant occupying a section of the building, where it operates a leading escape room and entertainment business. CUA has executed a new lease agreement with the Developer to expand its operations into an adjacent 16,000-square-foot vacant area. The planned expansion will feature a minigolf facility, an upscale bar and beverage service, as well as private rooms available for special event rentals.

The Developer and CUA have formally requested an amendment to the Agreement as a result of unforeseen construction delays. The Developer has completed the buildout of the space and transferred possession to CUA. CUA then initiated the minigolf course buildout. However, unexpected delays occurred during both the design approval process and the completion of the minigolf facility, preventing it from being finished within the original timeframe. The revised partial opening date is now set for April 1, 2026, featuring a smaller minigolf course layout than initially planned. The bar and entertainment venue will be fully open to the public.

CUA is also proposing a change to the minigolf performance criteria outlined in the Agreement, which currently links incentive payments to both Food and Beverage Sales and the annual number of minigolf rounds played. Anticipating fewer rounds in the first year of operations, CUA seeks to eliminate the rounds requirement. Despite this, CUA remains confident that Food and Beverage sales targets will still be met, even if minigolf activity is limited.

Relationship to City Services and Priorities
Impact on Core Services: N/A

Strategic Goals & Plans: Approval of this Resolution would continue to support Mayor/Council Strategic Area #4: Economic Health - Strategy #1: Support local businesses, Strategy #2: Enhance employment opportunities in Urbana, and Strategy #3: Recruit new businesses and industries.

Previous Council Actions: On February 24, 2025, the City Council approved a Resolution 2025-02-016R, authorizing the execution of the oringal Redevelopmet Agreement with MCDJ, LLC.

Discussion
Additional Background Information
To accommodate the requests to extend the Project Completion Date and to remove the rounds of minigolf performance standard from the Agreement, the following sections of the Agreement will be amended through the First Amendment:

Section 1.1
The Project Completion Date will be extended from September 1, 2025, to May 1, 2026.

Section 4.2 (a) iii. will be repealed.

> iii. For each of the subsequent annual payments, CUA must meet the following performance standards:
> a. CUA new minigolf entertainment venue produced $500,000 in annual Food and Beverage Sales ("Sales") in the immediately preceding 12-month period ending on the anniversary date of the first payment.
> b. CUA new minigolf entertainment venue generated 31,000 rounds ("Rounds") in the same 12-month period.

and replaced with:

> iii. For each of the subsequent annual payments, the CUA new minigolf entertainment venue produced at least $500,000 in annual Food and Beverage Sales (hereinafter, "Sales") in the immediately preceding 12-month period ending on the anniversary date of the first payment.

Section 4.2 (b) will be repealed.

> (b) **Performance of the Business:** In order to receive the annual payment in full, CUA must reach the Sales and Rounds performance in any one 12-month period as stated in Section 4.2 iii above.

a. If Sales or Rounds fail to meet the performance standards, the annual payment shall be reduced by one-quarter ($10,500) provided that both are above the following minimum thresholds of the performance standard. The minimum thresholds for each performance year are:
    i. First Performance Period: 70%
    ii. Second Performance Period: 80%
    iii. Third Performance Period: 90%
    iv. Fourth Performance Period: 100%
b. If any of Sales or Rounds fails to meet the annual minimum threshold in any performance period, the City shall give written notice and the City shall not be liable to make payment of the annual payment for the year in question.

and replaced with:

(b) **Performance of the Business:** In order to receive the annual payment in full, CUA must reach the Sales performance in any one 12-month period as stated in Section 4.2 iii above.
    a. If Sales fail to meet the performance standards, the annual payment shall be reduced by one-quarter ($10,500) provided that the following minimum thresholds of the performance standard are met. The minimum thresholds for each performance year are:
        i. First Performance Period: 70%
        ii. Second Performance Period: 80%
        iii. Third Performance Period: 90%
        iv. Fourth Performance Period: 100%
    b. If Sales fail to meet the annual minimum threshold in any performance period, the City shall give written notice and the City shall not be liable to make payment of the annual payment for the year in question.

.

Policy or Statutory Impacts

302 N. Broadway Avenue is located in the City of Urbana's Central Tax Increment Financing District. One of the main objectives of the TIF District is to encourage and assist private investment in the redevelopment area through the provision of financial assistance as permitted by the State of Illinois Tax Increment Allocation Redevelopment Act. The proposed amendments will allow the project to continue satisfy a public need for additional community assets and generate substantial economic benefits to the City and the surrounding area.

Fiscal and Budget Impact

CUA projects that annual attendance will surpass 70,000 following the first full year of operations. Drawing on research regarding tourist spending at comparable attractions, CUA anticipates that each attendee will, on average, spend $12 per visit. Accordingly, projected annual revenue is

estimated at $880,584. Over the five-year term of the Redevelopment Agreement, this activity is expected to yield $140,894 in Food, Beverage, and Home Rule Sales Tax.

Community Impact
The Developer and CUA are fully committed to this project and believe it will have significant and valuable entertainment attraction to Downtown Urbana as well as having a positive impact on other downtown businesses.

Recommendation
Staff recommends approving the Resolution ____ approving the First Amendment to the Redevelopment Agreement with MCDJ, LLC.

Attachments

1. Resolution No._____
2. Developer Request Letter
3. Resolution 2025-02-016R A Resolution approving a Redevelopment Agreement with MCDJ, LLC.
4. First Amendment to a Redevelopment Agreement by and between City of Urbana, Champaign County, Illinois and MCDJ, LLC

Originated by: Michel McMahon, Economic Development
Reviewed: Olivia Jovine, Community Development Services Director
Reviewed: Matt Roeschley, City Attorney
Approved: Darius White, City Administrator

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENTS TO A REDEVELOPMENT AGREEMENT WITH MCDJ, LLC

(CU Adventures In Time and Space, 302 North Broadway Avenue)

WHEREAS, the City of Urbana, an Illinois municipal corporation (hereinafter, the "City"), is a home rule unit of local government pursuant to Article 7, § 6 of the Illinois Constitution of 1970 and 65 ILCS 5/1-1-10; and

WHEREAS, the City Council approved a Redevelopment Agreement (hereinafter the "Agreement") with MCDJ, LLC (hereinafter the "Developer") on February 24, 2025, to renovate and lease 16,000 square feet of vacant space to CU Adventures In Time and Space, LLC an Illinois limited liability company (hereinafter, "CUA"), investing in tenant improvements in accordance with the terms and conditions contained in the Agreement; and

WHEREAS, the Agreement defined the "Project Completion Date" as September 1, 2025; and

WHEREAS, due to unforeseen delays in the construction schedule, the Developer and CUA are requesting an eight-month extension of the Project Completion Date and removal of certain terms related to the performance of the business during the life of the Agreement; and

WHEREAS, the City Council, after due consideration, finds that approval of the extension request is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1.

The City Council approves an amendment authorizing the extension of the Project Completion Date as defined and used in the Agreement from September 1, 2025, to May 1, 2026, and removal of certain

terms related to the performance of the business during the life of the Agreement as stated in Section 4.2.(a) and Section 4.2.(b) of the Agreement.

Section 2.

The Mayor is hereby authorized to execute and deliver such documents required to reflect the extension granted in Section 1 and the amendments of Section 4.2.(a) and Section 4.2.(b) of the Agreement, and the City Clerk is authorized to attest to the execution of said documents.

Section 5.

This Resolution shall be in full force and effect upon its passage.

PASSED BY THE CITY COUNCIL this ___ day of _____,_____

AYES:

NAYS:

ABSTENTIONS:

_____
Darcy Sandefur, City Clerk

APPROVED BY THE MAYOR this ___ day of _____,_____

_____
DeShawn Williams, Mayor

FIRST AMENDMENT TO A REDEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS AND MCDJ, LLC

This First Amendment (hereinafter, "First Amendment") to a Redevelopment Agreement by and between City of Urbana, Champaign County, Illinois and MCDJ, LLC dated February 24, 2025, is entered into this ____ Day of _____, 2026 by and between the City of Urbana, Illinois and MCDJ, LLC.

WHEREAS, the City Council approved a Redevelopment Agreement (hereinafter, "Agreement"), with MCDJ, LLC (hereinafter, "Developer") on February 24, 2025, to renovate and lease 16,000 square feet of vacant space to CU Adventures In Time and Space, LLC an Illinois limited liability company (hereinafter, "CUA"), investing in tenant improvements in accordance with the terms and conditions contained in the Agreement; and

WHEREAS, the Agreement defined the "Project Completion Date" September 1, 2025 (as defined in Section 1.1 of the Agreement); and

WHEREAS, due to unforeseen delays in the construction schedule, the Developer and CUA are requesting an eight-month extension of the "Project Completion Date" to April 1, 2026 (as defined in Section 1.1 of the Agreement) and removal of certain terms related to the performance of the business during the life of the Agreement; and

WHEREAS, the City Council, after due consideration, finds that approval of the Amendment is in the best interests of the City; and

NOW, THEREFORE, for good, valuable, and mutual consideration that each Party acknowledges as having in hand received, and for the exchange of the terms, conditions, and covenants contained in this Amendment, the Parties agree as follows:

Section 1: The City Council approves an amendment to Section 1.1 of the Agreement authorizing an extension of the "Project Completion Date" as defined and used in the Agreement from September 1, 2025, to May 1, 2026.

Section 2: Section 4.2.(a) iii. is repealed and replaced with:

iii. For each of the subsequent annual payments, the CUA new minigolf entertainment venue produced at least $500,000 in annual Food and Beverage Sales (hereinafter, "Sales") in the immediately preceding 12-month period ending on the anniversary date of the first payment.

Section 3: Section 4.2.(b) is repealed and replaced with:

(b) **Performance of the Business:** In order to receive the annual payment in full, CUA must reach the Sales performance in any one 12-month period as stated in Section 4.2 iii above.

a. If Sales fail to meet the performance standards, the annual payment shall be reduced by one-quarter ($10,500) provided that the following minimum thresholds of the performance standard are met. The minimum thresholds for each performance year are:

i. First Performance Period: 70%
ii. Second Performance Period: 80%
iii. Third Performance Period: 90%
iv. Fourth Performance Period: 100%

b. If Sales fail to meet the annual minimum threshold in any performance period, the City shall give written notice and the City shall not be liable to make payment of the annual payment for the year in question.

Section 4: Each Party to this Amendment represents and acknowledges that the person who has executed this Amendment is duly authorized to do so on behalf of the Party for whom that person is executing this Amendment.

Section 5: Except as otherwise expressly provided in this Amendment, all other terms, conditions and covenants contained in the Agreement shall remain in full force and effect.

[END OF AMENDMENT. SIGNATURES FOLLOW.]

For the City of Urbana, Illinois

DeShawn B. Williams, Mayor

Attest: _____
City Clerk

Date: _____

MCDJ, LLC

_____

Date: _____

CITY OF URBANA

City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.urbanaillinois.us

MEMORANDUM FROM THE OFFICE OF THE MAYOR TO THE URBANA CITY COUNCIL

Meeting: March 16, 2026, Committee of the Whole Meeting
Subject: Increasing the Number of Class R&T-2 Liquor Licenses for Mexican Restaurant La Veya LLC d/b/a La Veya Mexican Restaurant, 1805 Philo Road

Summary

Action Requested

City Council is asked to approve the attached resolution that would increase the number of Class R&T-2 liquor licenses in the City of Urbana.

Brief Background

Mexican Restaurant La Veya LLC d/b/a La Veya Mexican Restaurant has applied for a Class R&T-2 (Restaurant & Tavern – Beer and Wine Only) liquor license for their establishment located at 1805 Philo Road.

Relationship to City Services and Priorities

Impact on Core Services N/A

Strategic Goals & Plans N/A

Previous Council Actions

In all instances, City staff first reviews the liquor license application. If it receives the Mayor's endorsement, it is then forwarded to the City Council for their final approval to grant the license.

Discussion

Additional Background Information

A Class R&T-2 license allows the sale and service of beer and/or wine only, either by the drink or in original packages, for on-premises consumption only. Additional permissions may be granted through riders. License holders must maintain a fully staffed kitchen that prepares and serves bona fide meals as a primary service, and food must be available whenever alcohol is served.

Licensees may continue selling alcohol for up to three hours after ceasing meal service Sunday through Thursday, and up to four hours on Friday and Saturday, provided such sales comply with the City's operating hours restriction of 2 a.m.

It is prohibited to sell, serve, or allow others to sell or serve alcoholic beverages in Urbana without the appropriate license or if the sale or service does not adhere to the requirements of the specific license class and its conditions.

Anyone responsible for a liquor-licensed premises must quickly report any disturbances, violence, or issues on the property to the police. License holders must also keep their premises, surrounding areas, and nearby spaces clean and free of litter. The Local Liquor Commissioner can issue a notice to address litter, and if it is not fixed within 24 hours, the license could be revoked, or other legal action may be taken.

Recommendation
City Council is asked to approve the R&T-2 liquor license for Mexican Restaurant La Veya LLC d/b/a La Veya Mexican Restaurant, 1805 Philo Road.

Next Steps
If the attached resolution is approved, the Deputy Local Liquor Commissioner will prepare and issue an R&T-2 liquor license for Mexican Restaurant La Veya LLC d/b/a La Veya Mexican Restaurant, 1805 Philo Road, with an expiration date of June 30, 2026.

Attachments
A Resolution Approving an Increase in the Number of Liquor License in the Class R&T-2 Designation for Mexican Restaurant La Veya LLC d/b/a La Veya Mexican Restaurant, 1805 Philo Road, Urbana, Ill.

Originated by: Kate Levy, Executive Coordinator/Deputy Local Liquor Commissioner
Reviewed: Darius L. White City Administrator
Approved: DeShawn B. Williams, Mayor/Local Liquor Commissioner

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INCREASE IN THE NUMBER OF LIQUOR LICENSES IN THE CLASS R&T-2 DESIGNATION FOR MEXICAN RESTAURANT LA VEYA LLC, D/B/A LA VEYA MEXICAN RESTAURANT, 1805 PHILO ROAD, URBANA, ILL.

WHEREAS, the City Council has adopted Urbana City Code Section 3-42 to establish limits on the number of liquor licenses issued in the City; and

WHEREAS, Section 3-42(c) of the Urbana City Code provides that a majority of the corporate authorities then elected to office have to approve the creation of a new license; and

WHEREAS, an application for a liquor license in the Class R&T-2 designation has been submitted to the Local Liquor Commissioner; and

WHEREAS, the City Council finds that the best interests of the City are served by increasing the number of liquor licenses in the Class R&T-2 designation by one for Mexican Restaurant La Veya LLC d/b/a La Veya Mexican Restaurant, 1805 Philo Road, Urbana, Ill.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

The maximum number of liquor licenses in the Class R&T-2 designation is hereby increased by one for Mexican Restaurant La Veya LLC d/b/a La Veya Mexican Restaurant, 1805 Philo Road, Urbana, Ill. The schedule of maximum number of authorized licenses for the respective classification maintained by the Local Commissioner shall reflect such increase.

PASSED BY THE CITY COUNCIL this Date day of Month, Year.

AYES:

NAYS:

ABSTENTIONS:

_____

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this Date day of Month, Year.

_____

DeShawn B. Williams, Mayor

CITY OF URBANA

City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.urbanaillinois.us

MEMORANDUM FROM THE OFFICE OF THE MAYOR TO THE CITY COUNCIL

Meeting: March 23, 2026, City Council Meeting
Subject: Staff Appointment

Summary

Action Requested

City Council is asked to approve Justin Swinford as Interim City Engineer for a term ending on or before December 23, 2026.

Brief Background

The attached summary of job responsibilities and information on the appointee is provided to the City Council as information to support the Mayor's recommended appointment.

Relationship to City Services and Priorities

Impact on Core Services

Appointments made by the Mayor and approved by Council ensure that qualified individuals are placed in key leadership and operational roles, supporting effective governance, accountability, and continuity in the delivery of municipal services in line with community needs and policy goals.

Strategic Goals & Plans

N/A

Previous Council Actions

N/A

Discussion

Recommendation

City Council is asked to approve Justin Swinford as Interim City Engineer for a term ending on or before December 23, 2026.

Attachments

1. Mayoral Appointment Incumbent Information

Originated by: Kate Levy, Executive Coordinator
Reviewed by: Darius L. White, City Administrator
Approved: DeShawn B. Williams, Mayor

Public Works Department

Interim City Engineer

JUSTIN SWINFORD

Job Summary

The City Engineer is responsible for management of the Engineering Division and oversees the planning, surveying, design, and construction of the City's infrastructure improvements, including streets, alleys, parking lots, sidewalks, parkways, and other public infrastructure systems. The City Engineer reports to the Public Works Director.

Justin Swinford has served as an Assistant City Engineer with the Urbana Public Works Department since May 2024 and previously worked for the City as a Civil Engineer II from 2015 to 2019 and as Interim City Engineer from 2019 to 2020. In addition to his service with the City of Urbana, he has worked as an Engineering Project Manager for Illinois American Water Company, as well as a Civil Engineer for Foth Infrastructure & Environment, LLC.

Justin holds a bachelor's degree in Civil and Environmental Engineering from the University of Illinois at Urbana–Champaign.

CITY OF URBANA

City of Urbana
400 S. Vine Street, Urbana, IL 61801
www.UrbanaIL.gov

MEMORANDUM FROM THE OFFICE OF THE MAYOR
TO THE URBANA CITY COUNCIL

Meeting: March 23, 2026, Council Meeting
Subject: Board and Commission Appointment

Summary

Action Requested

City Council is asked to approve Meena Malik to The Urbana Free Library Board of Trustees for a term ending June 30, 2029.

Brief Background

A resident of Urbana since July 2025, Meena Malik is a full-time homeschooling mother who also tutors part-time in English and Arabic. Meena is a certified high school English teacher who completed her student teaching at Urbana High School and earned a Master of Education from the University of Illinois. Since 2017, she has worked in various school settings and holds a bachelor's degree in Comparative Literature with emphases in Cultural Studies and Creative Writing from the University of California, Irvine.

> ***"I'm passionate about literacy and opportunities for social connection for people of all backgrounds and walks of life. I love utilizing the library as a center for learning and community building that is easily accessible to all. As an individual with low vision, I am also interested in creating more accessibility at libraries."***

Relationship to City Services and Priorities

Impact on Core Services

City of Urbana Board and Commission members play a crucial role in helping City leaders address specific issues, offering professional expertise, involving the community in decision-making, and connecting residents, City staff, and Council.

The Urbana Free Library Board of Trustees is responsible for the overall operations and service of The Urbana Free Library, including budget, policy, and planning.

Strategic Goals & Plans N/A
Previous Council Actions N/A

Discussion

Recommendation

City Council is asked to approve the appointment of Meena Malik to The Urbana Free Library Board of Trustees for a term ending June 30, 2029.

Next Steps

If approved, the Office of the Mayor will notify Meena Malik of their appointment as a Board and Commission member and of Open Meetings Act requirements.

Originated by: Kate Levy, Executive Coordinator
Reviewed: Darius L. White, City Administrator
Approved: DeShawn B. Williams, Mayor

Ordinance No. 2024-12-042

AN ORDINANCE ESTABLISHING APPROVAL, POLICY, AND REPORTING REQUIREMENTS FOR SURVEILLANCE TECHNOLOGY

WHEREAS, the City of Urbana ("City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City's home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, the City of Urbana reaffirmed its commitment as a sanctuary city in Resolution No. 2016-12-070R, stating that "the City Council and the Mayor will join with councils and mayors from other communities around the country to stand with our immigrant residents and defend policies that welcome and protect immigrants…" and that "no city employee or official or department or agency of the City of Urbana shall request information about or otherwise investigate or assist in the investigation of the citizenship or immigration status of any person unless such inquiry or the investigation is required by a court order…"; and

WHEREAS, the City of Urbana adopted the Ten Shared Principles on June 22, 2020 in Resolution No. 2020-06-031R which states "We reject discrimination toward any person that is based on race, ethnicity, religion, color, nationality, immigrant status, sexual orientation, gender, disability, or familial status;" provides support to "build and rebuild trust through procedural justice, transparency, accountability, and honest recognition of past and present obstacles" and advocates for "the four pillars of procedural justice, which are fairness, voice (i.e., an opportunity for citizens and police to believe they are heard), transparency, and impartiality"; and

WHEREAS, it is the Urbana City Council ("Council" or "City Council") and City's responsibility to legislate matters of public safety and accountability to the public, and any use or expense of surveillance technology require due public process and approval from City Council; and

WHEREAS, the Urbana City Council finds that no decision relating to surveillance technology should be made without collaborative community input and consideration of the impact such technologies may have on civil rights and civil liberties, including those rights guaranteed by Article I of the Illinois Constitution and the First, Fourth, and Fourteenth Amendments to the United States Constitution; and

WHEREAS, the use of surveillance technologies are known to have had a significant, detrimental impact on civil rights and civil liberties, namely the invasion of an individual's privacy and infringing on their right to be left alone, including those guaranteed by the First, Fourth and Fourteenth Amendments to the United States Constitution, and thus it is incumbent on the police seeking to fund, acquire, or use a surveillance technology to expressly identify the potential adverse impacts the technology may have on civil rights and civil liberties and what specific measures it will undertake to prevent such adverse impacts; and

WHEREAS, surveillance technologies can create oppressive, stigmatizing environments when used indiscriminately, continuously, or pervasively, especially for communities that have historically been disproportionately targeted by their use, such as communities of color, low-income communities, and politically active communities; and

WHEREAS, the urgency to publicly process the acquisition of surveillance technologies is necessitated by new concerns whether surveillance technologies will be used to apprehend people from out-of-state seeking abortions and other reproductive healthcare in Illinois; people without legal immigration status who seek asylum and would be sought for deportation; peaceful individuals or organizations exercising their rights, including expressing grievances against the government; and people whose race, national origin, ethnic identity, gender identity, sexual orientation, or other protected demographics place them under potential for additional surveillance; and

WHEREAS, the need for a public process to acquire surveillance technologies is further required because of the likelihood that federal law enforcement agencies will access any data stored by surveillance technologies; and

WHEREAS, as of the passing of this ordinance, there is no current city policy on the use and acquisition of police surveillance technology, and it is therefore necessary to clarify the Council's position on the required processes of public accountability;

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

Section 1. Purpose:

The purpose of this ordinance is to provide transparency, oversight, and accountability regarding the acquisition and use of surveillance technology and the data it collects by the City of Urbana police department, and to protect privacy, civil rights, and racial and immigrant justice.

Section 2. Approval Process for Surveillance Technology Acquisition or Use

(a) When the Police Department seeks to acquire or use new surveillance technology or change an existing Use Policy, it shall, prior to such acquisition or use obtain approval by majority vote of the Urbana City Council prior to purchasing, acquiring, or using any new surveillance technology (as defined in Attachment A of this Ordinance), which includes adding data from a new source or new analytic tools in a manner which changes the functionality of the existing data collected by the surveillance technology.

(b) At least thirty (30) days prior to seeking approval of a surveillance technology, the City shall submit to the City Council and make publicly available a written and unredacted surveillance technology "Use Report," along with a draft of the proposed surveillance technology "Use Policy" *(as defined in Attachment A of this Ordinance).* During this time, the public will have the opportunity to provide input to the City Council.

(c) Once approved or denied by the City Council, surveillance technology may be reconsidered under the following circumstances and procedures:

(1) Twelve (12) months or more after its most recent vote to approve or reconsider the technology;

(2) At any time, due to a demonstrable material change in circumstances that may affect the City Council's intent in previously approving or denying the use of a particular technology, including but not limited to the following:

a. evidence showing that the approved use of a technology has led to an outcome indicating a discriminatory impact or some other infringement of individual rights;

b. a change in the law that changes or materially impacts the previously approved or denied use of such technology;

c. the revelation of a previously unknown capability, functionality, or application of the approved technology that is inconsistent with the City Council's previous intent in approving or denying the technology; or

(3) A request to reconsider a previously approved or denied surveillance technology may be placed on a Committee of the Whole agenda by the Mayor or by council members consistent with City Council rules in effect at the time of the request.

(4) Once a request for reconsideration is placed on a Committee of the Whole agenda, the City Council must then vote on whether to proceed with formal reconsideration of the technology.

(5) Approval of reconsideration under paragraph (c)(1) of this section shall be by a simple council majority. Approval of reconsideration under paragraph (c)(2) of this section shall be by a 2/3 vote of the corporate authorities.
(6) If a request for reconsideration is approved by the City Council, the party requesting reconsideration will present to the City Council the material basis for the reconsideration, if applicable, and any proposed Council action, at a future Committee of the Whole meeting.

Section 3. Standard for Approval of Surveillance Technology

a) When evaluating a request for the use of surveillance technology, the City Council may consider a range of factors, including but not limited to:

i) The potential public safety benefits and effectiveness of the technology.
ii) The economic, social, and community costs associated with its implementation and use.
iii) Any potential impacts on civil liberties and civil rights, including privacy concerns.
iv) The possibility of disparate impacts on specific communities or groups.
v) Safeguards or oversight mechanisms that could mitigate risks or unintended consequences.
vi) Alternative methods or technologies that could achieve similar outcomes with fewer negative effects.

Section 4. Reporting and Approval of Existing Surveillance Technologies

(a) For all existing or hereinafter approved surveillance technology in use, a "Surveillance Technology Annual Report" will be publicly available and presented to City Council each year, which includes a current copy of the "Use Policy" for each technology and other information included in the definitions in Attachment A.

(b) For all surveillance technology referenced here that are already in use at the time this Ordinance is approved:

(i) The City shall present to City Council a "Use Report" and "Use Policy" for each technology in use, within one hundred twenty (120) days of the passing of this Ordinance, unless otherwise extended with approval by majority vote from City Council. No more than two (2) extensions shall be granted for any individual technology or database in use.

(ii) The existing surveillance technologies shall require a formal approval process (as outlined in Section 2 and 3 of this Ordinance) as soon as the information on each technology is made available.

(iii) If the Council has not approved the continuing use of the surveillance technology, including the Use Report and the Use Policy, within one hundred eighty (180) days of its submission to the Council, unless otherwise extended, the City Department shall cease its use of the surveillance technology and the sharing of surveillance data therefrom until such time as Council approval by majority vote is obtained in accordance with this Ordinance.

(iv) During the period that continued use is not yet approved, the technology or database contract shall not be renewed or extended even if the result would be the termination of availability of the use before one hundred eighty (180) days.

Section 5. Contractual Agreements Involving Surveillance Technology

(a) Except where otherwise allowed under this Ordinance all contracts or agreements for the acquisition or use of surveillance technology, regardless of duration or cost, shall require formal approval by a majority vote of the City Council prior to execution.

(b) Prior to approval, City Departments, through the Mayor's Office, shall provide all members of City Council with a complete copy of any and all contract(s) or other agreement(s) for the purchase, acquisition, or use of any new surveillance technology. Consistent with its obligations under the Illinois Freedom of Information Act (FOIA) and current practice, the City shall not enter into a nondisclosure agreement or contractual confidentiality provision with any surveillance technology vendor or third party provider that limits or purports to limit the disclosure of records or information subject to FOIA..

(c) The City shall not enter into any contract or other agreement that facilitates the sharing of surveillance data in the City's possession with any non-governmental entity or third party in exchange for money or other consideration, whether or not such surveillance data was generated by or is owned by the City. Any such contracts or agreements signed prior to the enactment of this ordinance that are inconsistent with this section shall be terminated as soon as is permissible under the terms of the agreement.

Section 6. Disaster Circumstances

(a) Notwithstanding the provisions of this ordinance, the Urbana Police Department may temporarily acquire or temporarily use surveillance technology in disaster circumstances for a period not to exceed thirty (30) days, with approval from the Mayor or their designee, without following the provisions of approval stated in this ordinance before that acquisition or use. No more than two (2) consecutive periods of disaster circumstantial use shall be granted for any individual technology or database.

(b) If the Urbana Police Department acquires or uses surveillance technology in disaster circumstances under this section, the Department must:

(i) Report that acquisition or use to the City Council in writing within thirty (30) days following the end of those disaster circumstances and the use of the surveillance technology.

(ii) Submit a Use Report and, if necessary, a technology-specific Use Policy to the City Council regarding that Surveillance Technology within thirty (30) days following the end of those disaster circumstances.

(iii) Include that surveillance technology in the next Surveillance Technology Annual Report to the City Council following the end of those disaster circumstances.

(iv) If the City Department is unable to meet the 30-day timeline to submit a surveillance technology Use Report and, if necessary, a technology-specific Use Policy to the City Council, the City Department must notify the City Council in writing requesting to extend this period. The City Council may grant extensions in 30-day increments beyond the original 30-day timeline to submit a surveillance technology Use Report, and, if necessary, a technology-specific Use Policy.

(v) Any surveillance technology Use Report, and, if necessary, any technology-specific Use Policy submitted to the City Council under this subsection shall be made publicly available on the City's website upon submission to the City Council.

(vi) Any Surveillance Technology Use Report and, if necessary, technology-specific Use Policy submitted to the City Council under this section may be redacted to the extent required to comply with an order by a court of competent jurisdiction, or to exclude information that, in the reasonable discretion of the Urbana Police Department or other City Department, would, if disclosed, materially jeopardize an

ongoing investigation or otherwise represent a significant risk to public safety and security; provided, however, that any information redacted pursuant to this paragraph will be released in the next Surveillance Technology Annual Report following the point at which the reason for such redaction no longer exists.

(c) Departments using approved surveillance technologies or other technologies with unutilized and unapproved surveillance capabilities may apply a technical patch or upgrade that is necessary to maintain essential operations or to mitigate cyber security threats to the City. The department shall not use any unapproved new surveillance capabilities of the technology until the requirements of this ordinance are met or unless the Mayor or the Mayor's designee determines that the use is unavoidable; in that case, the Mayor shall request City Council approval as soon as possible. The request shall include a report to the City Council of how the altered surveillance capabilities were used since the time of the upgrade.

Section 7. Destruction of Improperly Collected Data

(a) Prohibition on Use or Disclosure

Any data collected through the use of surveillance technology in violation of this ordinance, and any data or information derived from such data, shall not:

1. Be knowingly used or introduced as evidence by any City department, agency, employee, or official in any criminal, civil, or administrative proceeding against any member of the public, except in a proceeding alleging a violation of this ordinance; or
2. Be knowingly disclosed or provided by any City department, agency, employee, or official to any other person or entity for the purpose of investigation, enforcement, or evidentiary use.

(b) Preservation Pending Review

Upon discovery that data may have been created or collected in violation of this ordinance, the City department possessing the data shall:

1. Segregate and preserve the data pending review; and
2. Promptly notify the appropriate prosecuting authority if the data relates to a known or reasonably foreseeable criminal investigation or prosecution.

(c) Review for Evidentiary and Discovery Obligations

Before any deletion or destruction of data subject to this section:

1. The appropriate prosecuting authority shall be given a reasonable opportunity to determine whether the data must be preserved to comply with constitutional, statutory, or court-imposed disclosure obligations, including obligations recognized under Brady v. Maryland and applicable Illinois discovery rules.

2. If the prosecuting authority determines that the data may be material to the defense in a criminal case, a copy of the potentially material data shall be disclosed to the defendant in accordance with applicable law before any deletion or destruction.

(d) Deletion and Destruction

After completion of the review described above, and once the City determines that retention is not required by law, court order, evidentiary obligations, or pending litigation, the data and any derivatives shall be permanently deleted or destroyed as soon as possible under applicable records retention requirements.

(e) Documentation

The City department or agency responsible for the surveillance technology shall document:

1. The determination that the data was collected in violation of this ordinance;
2. Any review conducted under subsection (c); and
3. The date and method of deletion or destruction.

Such documentation shall be retained in accordance with applicable records retention laws.

Section 8. Surveillance Technology Reporting Oversight and Policy Review

(a) The Civilian Police Review Board (CPRB) shall review each Surveillance Technology Annual Report, Use Report, and Use Policy of surveillance technology or database subject to this ordinance, with a final vote on the recommendation by CBRP before moving to the Urbana City Council Committee of the Whole. If the CPRB is not able to review the reports and policies in a reasonable time-frame due to logistical factors, the City Department will present the reason for lack of CPRB review to council.

(b) The CPRB and the Human Rights Commission (HRC) may hear complaints within their existing authority under the City Code that involve the use of surveillance technology or databases.

(c) Upon request by the CPRB or HRC, City Departments shall provide records relevant to a complaint properly before that body that involves the use of surveillance technology or databases.

(d) The City Council and CPRB, in its review of Surveillance Technology Annual Reports and Use Reports, may request and shall be entitled to receive and review records related to the use of such technology by City Departments.

Section 9. Incorporation of State Law; Conflict

The Protecting Household Privacy Act, 5 Illinois Compiled States 855/1 set seq., the Freedom from Drone Surveillance Act, 725 Illinois Compiled Statutes 167/1 et seq., and the Freedom from Location Surveillance Act, 725 Illinois Compiled Statutes 168/1 et seq., are incorporated herein by reference as part of this article. In the case of a conflict between a provision of state law and a provision of this article, the more stringent provision shall control.

Section 10. Definitions

The list of relevant definitions is included in Attachment A as part of this Ordinance.

[The final version will be formatted for city code]

PASSED BY THE CITY COUNCIL this ___ day of _____, 2026.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sanderfur, City Clerk

APPROVED BY THE MAYOR this ____ day of_____, 2026.

Diane Wolfe Marlin, Mayor

ATTACHMENT A

(Ordinance No. 2024-12-042)

Definitions:

1) Disaster Circumstances mean occurrences that are determined by the Mayor or their designee to meet the definition of a "disaster" under the Illinois Emergency Management Agency Act (220 ILCS 3305/1 et seq), meaning "an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural, technological, or human cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, public health emergencies, cyber incidents, or acts of domestic terrorism." The use of surveillance technology in disaster circumstances shall not infringe upon an individual's right to peacefully protest or exercise other lawful and protected constitutional rights.

2) Surveillance means the act of observing or analyzing the movements, behavior, or actions of identifiable individuals.

4) Surveillance Technology means any device, hardware, or software that is capable of collecting, capturing, recording, retaining, processing, intercepting, analyzing, monitoring, or sharing audio, visual, digital, location, thermal, biometric, associational, or similar information specifically associated with, or capable of being associated with, any identifiable individual or group; or any system, device, or vehicle that is equipped with an electronic surveillance monitoring device, hardware, or software.

a) Examples of Surveillance Technology include, but are not limited to:

1. International mobile subscriber identity (IMSI) catchers and other cell-site simulators;
2. Automatic license plate readers;
3. Closed-circuit television cameras except as otherwise provided herein;
4. Biometric Surveillance Technology, including facial, voice, iris, and gait-recognition software and databases;
5. Gunshot detection and location hardware and services;
6. GPS tracking systems that monitor an individual's location without authorization;
7. X-ray vans;
8. Video and audio monitoring and/or recording technology that can be remotely accessed, including privately owned devices such as doorbell or private security cameras;

9. Surveillance enabled or capable light bulbs or light fixtures;
10. Tools, including software and hardware, used to gain unauthorized access to a mobile device, computer, computer service, or computer network;
11. Social media monitoring software;
12. Through-the-wall radar or similar imaging technology;
13. Passive scanners of radio networks;
14. Long-range Bluetooth and other wireless-scanning devices;
15. Thermal imaging or "forward-looking infrared" devices or cameras;
16. Electronic database systems containing or analyzing surveillance data about identifiable individuals;
17. Radio-frequency identification (RFID) scanners; and
18. Use of aerial drones by or on behalf of the City within City limits, in addition to compliance with the Illinois Freedom from Drone Surveillance Act
19. Software designed to integrate or analyze data from surveillance technology, including surveillance target tracking and predictive policing software.

b) Surveillance Technology does not include the following devices, software, or hardware, which are exempt from the requirements of this ordinance, unless the devices, hardware, or software are modified to include additional surveillance capabilities:

1. Routine office hardware, such as televisions, computers, and printers, that are in widespread public use and will not be used for any surveillance or surveillance- related functions;
2. Parking ticket devices (PTDs) and related databases;
3. Manually-operated, non-wearable, handheld digital cameras, audio recorders, and video recorders that are not designed to be used surreptitiously and whose functionality is used for manually capturing and manually downloading video and/or audio recordings;
4. Cameras installed in or on a police vehicle;
5. Body-worn cameras as required by the Illinois Law Enforcement-Worn Body Camera Act, 50 ILCS 706/10-1 *et seq.*, as amended;
6. Cameras installed pursuant to state law authorization in or on any vehicle or along a public right-of-way solely to record traffic violations or traffic patterns, provided that the Surveillance Data gathered is used only for that purpose;
7. Surveillance devices that cannot record or transmit audio or video or be remotely accessed, such as image stabilizing binoculars or night vision goggles;
8. City databases that do not and will not contain any Surveillance Data or other information collected, captured, recorded, retained, processed, intercepted, or analyzed by Surveillance Technology;

9. Manually-operated technological devices that are used primarily for internal City communications and are not designed to surreptitiously collect Surveillance Data, such as radios and email systems;
10. Card readers and key fobs used by City employees and other authorized persons for access to City-owned or controlled buildings and property;
11. Cameras installed on City property solely for security purposes, including closed-circuit television cameras installed by the City to monitor entryways and outdoor areas of City-owned or controlled buildings and property for the purpose of controlling access, maintaining the safety of City employees and visitors to City buildings, and protecting City property;
12. Security cameras including closed-circuit television cameras installed by the City to monitor cashiers' windows and other cash-handling operations on City property and to maintain the safety of City employees and visitors to such areas;
13. Technology that monitors only City employees in response to complaints of wrongdoing or in order to prevent waste, fraud, or abuse of City resources.
14. Personal communication devices that have not been modified beyond stock manufacturer capabilities in a manner described above, provided that any bundled Face Recognition Technology is only used for the sole purpose of user authentication in the regular course of conducting City business.

(c) "Use Report" shall mean a publicly released, legally enforceable written report that includes, at a minimum, the following:

(i) Information describing the surveillance technology and how it works.

(ii) Information on the proposed purpose(s) of the surveillance technology.

(iii) If the surveillance technology will not be uniformly deployed throughout the city, what factors will be used to determine where the technology will be deployed or targeted, and the location(s) where it may be deployed and crime statistics for such location(s).

(iv) The fiscal impact of the surveillance technology, including initial purchase and other known ongoing costs, including impact on personnel time, along with any current or potential sources of funding.

(v) An assessment of whether use of the surveillance technology will have an unwarranted disparate impact on protected classes and demographics, as defined in the Illinois Civil Rights Act of 2003, the Urbana Human Rights Ordinance, and other relevant laws and policies.

(vi) An assessment identifying any potential adverse impacts the surveillance technology, if deployed, might have on civil liberties and civil rights, and what specific, affirmative measures will be implemented to safeguard the public from the potential adverse impacts.

(vii) Whether use or maintenance of the surveillance technology will require data gathered by the technology to be handled or stored by a third-party vendor on an ongoing basis.

(d) "Use Policy" shall mean a publicly released, legally enforceable written policy governing the use of the surveillance technology that, at a minimum, includes and addresses the following:

(i) Purpose: What specific purpose(s) the surveillance technology is intended to advance.

(ii) Description of the authorization for use of the surveillance technology: specifically, what legal and procedural rules will govern each authorized use; what potential uses of the surveillance technology will be expressly prohibited such as the warrantless surveillance of public events and gatherings; and how and under what circumstances will surveillance data that was collected, captured, recorded, or intercepted by the police technology be analyzed and reviewed.

(iii) Description of data collection, protection, and retention: specifically, what types of surveillance data will be collected, captured, recorded, intercepted, or retained by the police technology; what safeguards will be used to protect surveillance data from unauthorized access; for what maximum limited time period the surveillance data will be retained; and by what process the surveillance data will be regularly deleted after the retention period.

(iv) Description of data sharing: specifically, which governmental agencies, departments, bureaus, divisions, or units will be approved for data sharing; how such sharing is necessary for the stated purpose and use of the surveillance technology; and what mechanisms will ensure any entity sharing access to the surveillance technology or surveillance data complies with the applicable surveillance use requirements within the Urbana "Use Policy" and does not further disclose the surveillance data to unauthorized persons and entities.

(v) Training: The training required for any individual authorized to use the surveillance technology or to access information collected by the surveillance technology.

(vi) Auditing and Oversight: The mechanisms to ensure that the surveillance use policy is followed, including internal personnel assigned to ensure compliance with the surveillance use policy, internal record keeping of the use of the technology or access to information collected by the technology, technical measures to monitor for misuse, any independent person or entity with oversight authority.

(e) "Surveillance Technology Annual Report" shall mean a written report covering each surveillance technology in use over the past year that is publicly released at least once per year and shall, at a minimum, include the following:

(i) A summary of how each surveillance technology was used, including locations and neighborhoods where technology or equipment was deployed, and information that may assist the City Council to assess whether the surveillance technology has been effective at achieving its identified purposes.

(ii) Total annual costs for each surveillance technology and database, including personnel and other ongoing costs, and what source of funding will fund the technology in the coming year.

(iii) How often and what type of collected surveillance data was shared with and received from any external persons or entities; under what legal standard(s) the information was disclosed; and the justification for the disclosure(s).

(iv) A summary of complaints or concerns that were received about each surveillance technology.

(v) The results of any internal audits, any information about violations of the Use Policy, and any actions taken in response to complaints or concerns.

(vi) Justification for the continued use of each surveillance technology.