

SolarStone Partners  
2325 Girard Ave S  
Minneapolis, MN 55405



SEPTEMBER 21<sup>ST</sup>, 2021

**RE: Vandalia Lake Lease Extension Payment**

Ms. Jessica Barker  
Fayette County Clerk & Recorder  
221 South Seventh Street  
Vandalia, Illinois 62471

Dear Jessica,

Thank you for executing a solar land lease extension agreement with SolarStone Development and allowing us the opportunity to implement a potential solar facility. Enclosed please find an option payment of \$500.00 for the Vandalia Lake project.

If you have any questions, please do not hesitate to call me at 612-801-2000.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Simanton', written in a cursive style.

Gordon Simanton  
612-801-2000  
Email: [gordy@solarstonepartners.com](mailto:gordy@solarstonepartners.com)  
Website: [www.solarstonepartners.com](http://www.solarstonepartners.com)

SOLARSTONE DEVELOPMENT, LLC  
2325 GIRARD AVE S  
MINNEAPOLIS, MN 55405

1007

63-751/631 10695

DATE Aug. 18, 2021

PAY  
TO THE  
ORDER OF

Fayette County

\$ 500<sup>00</sup>

Five Hundred and 00/100

DOLLARS



Wells Fargo Bank, N.A.  
Florida  
wellsfargo.com

FOR

Solar Lease Option Payment

Daniel Erdater

⑈0000001007⑈ ⑆063107513⑆ 7522214159⑈

COPY

**FIRST AMENDMENT TO SOLAR ENERGY FACILITY LEASE AND EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO SOLAR ENERGY FACILITY LEASE AND EASEMENT AGREEMENT (this "**Amendment**") is entered into as of September 7<sup>th</sup>, 2021 (the "**Effective Date**"), by and between Fayette County, a County being incorporated under the Laws of the State of Illinois ("**Lessor**"), and SolarStone Illinois LLC, a Minnesota limited liability company ("**Tenant**").

**RECITALS**

A. Lessor and Tenant (as successor in interest of SolarStone Development LLC) entered into a Solar Energy Facility Lease and Easement Agreement dated June 12<sup>th</sup>, 2018 (the "**Agreement**"), relating to certain Land and Premises located in Fayette County, Illinois, as more particularly described in the Agreement.

B. Lessor and Tenant wish to amend the Agreement as set forth therein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. **Development Period Termination Date.** The "Development Period Termination Date" defined in Part I of the Agreement is hereby extended to **December 31, 2026**. Upon execution of this agreement, a one-time Development Period Payment of Five-Hundred Dollars (\$500.00) will be paid to the Lessor.

2. **Memorandum of Agreement.** In connection with this Amendment, the parties agree to execute and deliver a Memorandum of Agreement in the form attached as Exhibit A to this Amendment, which has been updated to reflect the terms of this Amendment, to be recorded against the Land.

3. **Miscellaneous.** The Recitals are incorporated herein by reference. Except as modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. Except as otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning as those capitalized terms used in the Agreement. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern. This Amendment is binding upon and shall inure to the benefit of the parties and their respective successors and assigns under the Agreement. This Amendment may be executed in any number of counterparts, and by email signatures, each of which when executed and delivered shall be deemed an original, and all of which when taken together shall constitute one and the same original Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

LESSOR:

By: Henry (Austin) Waggoner

TENANT:

SOLARSTONE ILLINOIS LLC

By: [Signature]  
Kaya S. Tarhan, Chief Development Officer

Exhibit A  
**Memorandum of Agreement**

This instrument was prepared by:

SolarStone Illinois, LLC  
2325 Girard Ave. S.  
Minneapolis, MN 55405

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(space above reserved for recorder)

**MEMORANDUM OF  
SOLAR ENERGY FACILITY LEASE  
AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR ENERGY FACILITY LEASE AND EASEMENT AGREEMENT ("Memorandum") is executed as of the date last signed by the parties hereto, by and between Fayette County, a County incorporated under the Laws of the State of Illinois, having an address at 221 South Seventh Street, Vandalia, Illinois 62471 (the "Lessor"), and SolarStone Illinois LLC, a Minnesota limited liability company, having an address at 2325 Girard Ave. S., Minneapolis, MN, together with its assigns ("Tenant").

**RECITALS:**

- A. Lessor owns the land legally described on Exhibit A-1, attached hereto (the "Land").
- B. Lessor and Tenant (as successor in interest of SolarStone Development LLC) have entered into a Solar Energy Facility Lease and Easement Agreement having an effective date of June 12<sup>th</sup>, 2018 (the "Lease"), pursuant to which Lessor has leased to Tenant and granted Tenant certain other rights in, over, on and to that portion of the Land legally described on Exhibit A-2, attached hereto (the "Premises").
- C. Lessor and Tenant now wish to memorialize of record the existence of the Lease and the leasehold, easement and other rights and interests granted by Lessor to Tenant pursuant to the Lease.

NOW, THEREFORE, for good and valuable consideration, Lessor and Tenant hereby agree and acknowledge as follows:

1. **Lease Rights.** Lessor leases to Tenant and Tenant leases from Lessor the Premises for the purpose of constructing, installing, operating and maintaining thereon a solar energy conversion system, including but not limited to any Solar Facilities on the Premises.

2. **Exclusivity.** Tenant has the exclusive right to convert all of the solar resources from the Land, to use the Land for the conversion of solar energy into electrical energy and collecting and transmitting the electrical energy so converted, and to undertake all development, construction, monitoring, installation, maintenance and operating activities related, incidental or in any way connected thereto, whether accomplished by Tenant or a third party authorized by Tenant, all as may be deemed necessary or desirable by Tenant.

3. **Easement Rights.** Lessor grants to Tenant an easement over, across, on and through the Land for the conversion of solar power to electric energy. Lessor shall not interfere with and shall not allow any other party to interfere with the unobstructed access of the Solar Facilities to the light of the sun. Any obstruction to insolation for conversion of solar power to electric energy from the Land is prohibited. Lessor may not place or plant any trees, or build or erect structures or improvements on the Land after the date of the Lease which may, in Tenant's sole judgment, impede or interfere with Tenant's ability to convert solar power to electric energy. Tenant shall have the right to trim and/or remove trees and other vegetation from the Land to the extent reasonably necessary to obtain and preserve full exposure of the Solar Facilities to the sun. The solar easement granted hereunder extends across the Land, 360 degrees horizontally from the Solar Facilities and vertically through all space located above the surface of the Land, that is, 180 degrees or such greater angle as may be necessary to extend on and along a line drawn along the surface of the Land from each point along the exterior boundary of the Land through the Land, to a point on the opposite side of the Land. Lessor grants to Tenant an easement over, across, on and through the Land for ingress and egress to the Solar Facilities, including the right to improve existing roads and lanes or to build new roads, the location and dimension of which shall be determined by Tenant in Tenant's sole discretion. Lessor grants to Tenant an easement over, across, on and through the Land for the placement and operation of transmission, distribution and/or communication facilities over and across the Land, the location and dimension of which shall be determined by Tenant in Tenant's sole discretion.

4. **Term.** The term of the Lease and Tenant's rights therein shall be for a period of thirty-five (35) years after the earlier of (i) **December 31, 2026** or (ii) the Commercial Operation Date (as defined in the Lease). Tenant has the option to extend the term for one Renewal Period of ten (10) years, with the Renewal Period commencing upon expiration of the Operating Period.

5. **Right of First Refusal.** Lessor grants to Tenant a right of first refusal (the "Refusal Right") to purchase Lessor's Interest on the terms and conditions set forth in the Lease. Any purchase of all or part of the Lessor's Interest shall be subject to Tenant's right of first refusal as described in the Lease. As used herein "Lessor's Interest" shall mean (i) Lessor's fee interest in the Premises or such larger tract which includes the Premises; and (ii) if Lessor is a corporation, partnership, limited liability company, trust or other entity, any ownership or beneficial interest in such corporation, partnership, limited liability company, trust or other entity representing the right to receive 50% or more of the profits of such entity.

6. **Miscellaneous.** This Memorandum shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. Except as otherwise

indicated herein, capitalized terms used in this Memorandum are as defined in the Lease. In the event of any conflict between the terms and conditions of this Memorandum and the Lease, the terms and conditions of the Lease shall control. This Memorandum may be executed in two or more counterparts and by the parties on separate counterparts, all of which shall be considered one and the same Memorandum and each of which shall be deemed an original.

[signatures on next pages]



MEMORANDUM OF  
SOLAR ENERGY FACILITY  
LEASE AND EASEMENT AGREEMENT

Lessor Signature Page

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date set forth below.

LESSOR:

*Jenny (Austin) Waggoner*

Print Name: Jenny (Austin) Waggoner

Print Name: \_\_\_\_\_

STATE OF Illinois )  
 ) SS:  
COUNTY OF Fayette )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September 2021, by Jenny (Austin) Waggoner and \_\_\_\_\_.



*Iris Virden*

Notary Public

**MEMORANDUM OF  
SOLAR ENERGY FACILITY  
LEASE AND EASEMENT AGREEMENT**

**Lessee Signature Page**

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date set forth below.

TENANT:

SOLARSTONE ILLINOIS LLC

By:   
Kaya S. Tarhan, Chief Development Officer

STATE OF Florida )  
  ) SS:  
COUNTY OF Collier )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September 2021, by Kaya S. Tarhan, Chief Development Officer of SolarStone Illinois LLC, a Minnesota limited liability company, on behalf of the limited liability company.



  
Notary Public

**MEMORANDUM OF  
SOLAR ENERGY FACILITY  
LEASE AND EASEMENT AGREEMENT**

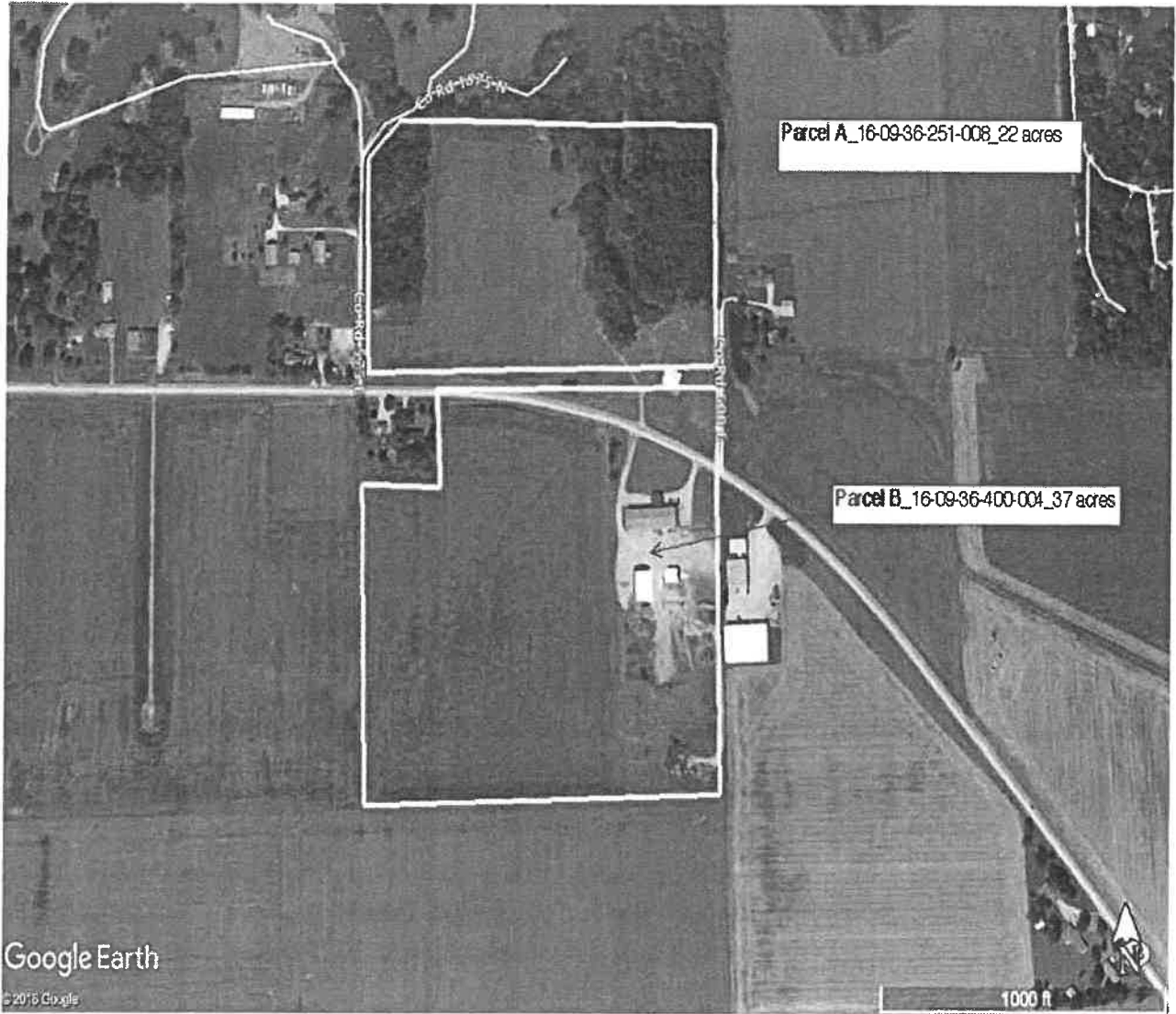
**Exhibit A-1**

**Legal Description of the Land**

Parcel A        16-09-36-251-008/22 acres  
Parcel B        16-09-36-400-004/37 acres

**Legal Description:**

The North East Quarter of the South East Quarter of Section Thirty-Six (36) Township Seven (7) North Range One West of the 3<sup>rd</sup> Principal Meridian containing forty acres more or less, and all of the East half of the North East quarter of Section Thirty-Six (36) Township Seven North Range One West of the 3<sup>rd</sup> principal meridian. Except a piece estimated to contain five acres more or less, heretofore deed by James N. Berry to David N. Griffith and Hiram P. Simonton by Deed dated May the 30<sup>th</sup> 1857 and Recorded in the Records Office of Fayette County in Book P. Page 337.



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## September 2021 Animal Control Log

9/1/2021 Farina, call for loose dog by Farina PD, owner was located by police

9/3/2021 Vandalia, Call for woman that was bit on her toe by her cat when she stepped on its tail....no action needed

9/3/2021 Vandalia, call for found Rottie, taken to kennel for stray hold

9/4/2021 Owner of Rottie picked him up

9/5/2021 call for stray dog to be picked up, owner had already messaged the Facebook page asking for advice to where to place dog that they no longer wanted they then called the next day saying he was a stray and wanted him picked up, they phoned when the P/T person was working, I called them and they still have dog. I explained we do not take owner turn in dogs

9/7/2021 Call for nuisance dogs, went to location and left note on door about dogs running at large (they were in kennels when I was at property) Owner has no voicemail set up for me to leave a message

9/7/2021 Call for nuisance dog in Vandalia, left message with owner about leaving dog loose

9/7/2021 Vandalia, call for welfare check on dog, neighbors were concerned that the "For Sale" sign at the front of the house meant the homeowners moved out and left dog behind, dog was not abandoned and owners were taking him when they moved

9/7/2021 2 dogs taken to Effingham for rescue transport

9/7/2021 Farina, left voicemail for owner of dog who runs at large on occasion

9/9/2021 Shobonier, call from welfare check on litter of puppies in a crate outside, when I got there, the crate was empty and no puppies were located, no one came to door

9/10/2021 St Elmo, call for found dog, taken to kennel for stray hold

9/11/2021 Farina, call for nuisance dog, Farina police were going to issue citation

9/12/2021 Vandalia call from city dispatch at 7pm for barking dog, no phone number or address given, not an emergency call for after hours

9/14/2021 Ramsey, call for found dog, taken to kennel for stray hold

9/15/2021 Vandalia, call for found dog on Madison Ave, when I arrived dog had escaped and could not be found

9/16/2021 Vandalia, Call from city dispatch at 0730 for aggressive dog on N 8th St. Police were able to secure dog in vehicle and met me at kennel building dog there for stray hold

**FILED**

SFP 0 5 2021

- 9/16/2021 Laclede, welfare check on multiple dogs at a residence, upon arrival there was one deceased dog still on a chair, several thin dogs and many others in various conditions from poor to good. Spoke with USDA and Dr Ballman and a deputy will be meeting me to go to residence tomorrow morning
- 9/17/2021 to assess the rest of the dogs and other animals
- 9/17/2021 Laclede, continuation on welfare check with USDA, also found deceased rabbits and 20+ dogs and a raccoon in a cage, spoke with adult females at the residence and gave another compliance notice, we will return on Monday with the Conservation officer to deal with the raccoon and no permit
- 9/17/2021 Ramsey, call for welfare check on horses that are tied up without food/water, upon arrival both animals (one mule and one horse) are in full tack tied in shade , not distressed at all. Owner had both horses in for training and this was the end of training session where they are tied out, no issues at all
- 9/17/2021 Vandalia, call for lost dog, did a posting for them on Facebook page
- 9/20/2021 Laclede, back to residence with USDA, took 4 young dogs that were in bad condition, took all 4 to Dr Durbin, 1 was so dehydrated that he needed sub q fluids, 2 with Demodectic Mange, all 4 loaded with hookworms and under weight. Worked with rescue coordinator until 10:30 pm to find a rescue to take all 4 puppies.
- 9/21/2021 Took all 4 puppies to Effingham to meet rescue that was taking them
- 9/21/2021 Vandalia, call from City to do welfare check on dogs that were tied out and could not reach shelter, no one answered door, left a notice for a violation and compliance order
- 9/23/2021 Black Lab claimed by owner
- 9/23/2021 Vandalia, call for found German Shepherd, picked up dog and saw owner of dog out looking for dog, returned dog to owner
- 9/25/2021 Ramsey, call for 2 lost Blk Labs, we do not have them
- 9/25/2021 Vandalia, call at 5:30pm for dog bite, dog nipped callers mother on rear as she walked by house, rabies is UTD and dog will be restrained at owners residence. No further action taken
- 9/28/2021 Beecher City, call for dog bite, dog resides in Effingham County, they seized dog and are holding it for quarantine
- 9/28/2021 Shobonier, call for dogs running at large and chasing deer, will be going to owner of dogs and speaking to them about the dogs at large violations
- 9/29/2021 Ramsey, call for dogs that are fence fighting, left voicemail
- 9/29/2021 Call for 2 loose dogs, dogs were reported to be going home Shobonier
- 9/29/2021 Vandalia, call for follow up on dog bite
- 9/30/2021 Ramsey, call from the village regarding dogs in raised kennels, no further action required

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221 S. 7<sup>th</sup> St, Rm 106  
P.O. Box 401  
Vandalia, IL 62471

**JESSICA BARKER**  
Fayette County Clerk & Recorder

Office Hours: 8-4 Mon.-Fri.  
Office: 618-283-5000  
Fax: 618-283-5004  
jbarker@fayettecountyillinois.org

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Monday, October 4, 2021

Fayette County Board Members

Re: October 2021 Department Report

The County Clerk's Office has seen an increase in turnover. Previous new hires quit, due to the high demand and stress of the position. Also, there have been no new applicants applying due to the low level of pay. My office strives every day to keep pushing forward for our customers and peer offices.

**September Payroll Data**

9 new hires

- 5 w/ benefits
- 4 w/o benefits

5 terminated

- 3 w/ benefits
- 2 w/o benefits

Preparing for end of FY21. Once the FY22 budget is finalized I will be working with our contracted Administrator, Bellwether, to input in to our financial system.

Continued training through the payroll/delinquent tax process as well as preparing for the end of the calendar year.

**Delinquent Taxes**

August – 16 Redemptions Collected \$177,000.00

September – 11 Redemptions Collected \$9,900.00

**September Vital/Recording & Permit/Licenses**

2 Solar Permit Application & Issue

1 Liquor License Renewal Application, board approval required

? Genealogical Searches & Copies

118 Certified Vital Requests

4 Assumed Business Names Filed

17 Applications for Marriage Licenses

13 Marriage Licenses Returned (*to be indexed and filed*)

**Recordings**

*(Please bear in mind that the below figures were while training 2 separate employees, who both quit within 1 week of hiring due to the amount of stress and demands of the job.)*

- 241 Recorded Documents, RHSP fee included documents
- 20 Recorded Documents, RHSP exempt
- 49 Copies made by office staff for customers (@ \$1.50/pg)
- 1,194 Customer Copies (@ \$1.00/pg)

**September Office Income:**

\$	31,195.51
\$	595.00
\$	766.00
<hr/>	
\$	<b>32,556.51</b>

**Election**

September 28 was National Voter Registration Day. Social media outlets pushed this day to help increase registration and voter awareness. The office also participated with some door art and fun social media post. Due to these efforts our office had an increase in registration updates and new registrants.

There have been 91 registrations and updates since September, this does **not** include cancellations, transfers or multiple buckets worked through IVRS. My part time deputy has been cross training, so that she may assist with other office functions during our busier times.

Respectfully submitted,

Jessica Barker

Meeting  
2022 Schedule

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first or second Tues meetings?