

**ADOPTING AN AMENDED LAND LEASE AND SOLAR AGREEMENT WITH  
DEKALB TAYLOR SOLAR, LLC.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, City staff and DeKalb Taylor Solar, LLC negotiated an amendment to the Land Lease and Solar Easement Agreement dated December 13, 2021, in the form attached and incorporated Exhibit A (the "Amendment"); and

**WHEREAS**, the City's corporate authorities find that it is in the City's best interests for the protection of the public health, morals and welfare to adopt the Amendment; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The recitals to this ordinance are true, material, adopted and incorporated as Section 1 to this ordinance.

**SECTION 2:** The City's corporate authorities, by a vote of three-fourths of the members then holding office, adopt and approve the Amendment, and further authorize and direct the Mayor to execute the Amendment and for the City Manager to take such actions as may be necessary to effectuate the Amendment.

**SECTION 3:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that if the terms of this ordinance should be inconsistent with any non-preemptive state law, this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 13<sup>th</sup> day of May 2024 and approved by me as Mayor on the same day. First Reading passed April 22, 2024, by a 7-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Verbic, Walker, Barnes. Nay: None. Second Reading passed May 13, 2024, by a 6-0-1 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Walker, Barnes. Nay: None. Absent: Verbic.



  
COHEN BARNES, Mayor

ATTEST:  


Ruth A. Scott, Executive Assistant

**FIRST AMENDMENT TO  
LAND LEASE AND SOLAR EASEMENT**

This **FIRST AMENDMENT TO LAND LEASE AND SOLAR EASEMENT** ("**First Amendment**") is made and entered into as of the 13<sup>th</sup> day of May, 2024 ("**First Amendment Effective Date**") by and between City of DeKalb, an Illinois home rule municipal corporation ("**City**" or "**Owner**"), and DeKalb Taylor Solar, LLC, a Delaware limited liability company, and its successors and assigns ("**Project Company**"). Owner and Project Company may hereafter be referred to as, together, the "**Parties**".

**RECITALS:**

A. Owner and Project Company are parties to that certain Land Lease and Solar Easement dated December 21, 2021 ("**Effective Date**") relating to certain real property in DeKalb County, Illinois (the "**Property**" as more fully described in the Agreement) a memorandum of which was recorded in the real property records of DeKalb County, Illinois on January 7, 2022 as Instrument No. 2022000235 ("**Agreement**"). Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

B. Owner and Project Company exercised their option to extend the Development Period of the Agreement, pursuant to Section 2.1(a), for one additional year to December 31, 2024 in that certain Resolution Approving a One-Year Lease Extension for Sunvest Solar LLC, Resolution No. 2023-087, passed on September 25, 2023 by the City Council of the City of DeKalb, Illinois.

C. Owner and Project Company desire to amend the Agreement as provided below.

**AMENDMENT:**

NOW THEREFORE, in consideration of the covenants, agreements and for other good and valuable consideration herein contained, the receipt and sufficiency of which are hereby acknowledged, Owner and Project Company, on behalf of themselves, their successors and assigns, agree as follows:

1. Development Period; Operating Term; Renewal Terms: Section 2.1(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(a) **Development Period.** Project Company’s rights under this Lease will be in effect throughout the Development Period. The “Development Period” commences on the Effective Date of this Lease and expires on the earlier of the Operation Date or June 30, 2025.”

2. Termination of Lease: Section 2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The occurrence of any of the following events will terminate this Lease:

- (a) The expiration of the Term of this Lease as set forth in Section 2.1; or
- (b) The written agreement of the parties to terminate this Lease; or
- (c) A Breach (as defined below) of this Lease by either party and the election of the non-breaching party to terminate the Lease pursuant to Article IX; or
- (d) A condemnation of all or a portion of the Premises and the election of the Project Company to terminate the Lease pursuant to Article VIII; or
- (e) Pursuant to applicable law, except that if any such applicable law is amended or terminated after the date hereof, and the effect of such amendment or termination is to extend the permissible development period to or eliminate the requirement that commercial operation or the development of the potential to produce solar energy begin within a specified time period, then this Lease will automatically be amended to incorporate such amendment or termination, as if such amendment or termination was fully incorporated herein."

3. Legal Description. The legal description in Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the following:

"The following described real estate, situated in the County of DeKalb in the State of Illinois, to-wit:

That part of Lot A of Section 19 of the Charles F. Noble Farm Plat recorded in Book "G" of Plats, Page 32, on April 9, 1937, in Township 40 North, Range 5 East of the Third Principal Meridian, DeKalb County, Illinois, described as follows: Beginning at the Southwest corner of said Lot A; thence North 0 degrees 12 minutes 45 seconds East, 1,332.29 feet (1334.1 feet record) (bearings assumed for descriptive purposes) on the West line of said Lot A to the Northwest corner thereof; thence South 89 degrees 51 minutes 26 seconds East, 1336.97 feet on the North line of said Lot A to the West line of a 5 acre Parcel; thence South 0 degrees 08 minutes 34 seconds West, 435.00 feet on said West line to the South line of said 5 acre parcel; thence South 89 degrees 51 minutes 26 seconds East, 535.79 feet on said South line to the West line of Airport Tract 15, also being the West line of relocated Loves Road; thence Southerly, 143.96 feet on said West line on a curve to the right having a radius of 560.00 feet, the chord of said curve bears South 12 degrees 38 minutes 07 seconds West, 143.57 feet; thence South 20 degrees 00 minutes 00 seconds West, 358.32 feet on said West line; thence Southwesterly, 673.29 feet on said West line on a curve to the right having a radius of 560.00 feet, the chord of said curve bears South 54 degrees 26 minutes 37 seconds West, 633.47 feet; thence South 1 degree 06 minutes 46 seconds East, 31.90 feet on said West line of Airport Tract 15 to the South line of the North 1/2 of the North 1/2 of said Section 19; thence South 89 degrees 15 minutes 42 seconds West, 1,208.02 feet on said South line to the point of beginning.

Tax Parcel No. 09-19-100-087 and 09-19-100-088"

4. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

5. No Modification. Except as specifically set forth in this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment, shall prevail.

6. Counterparts. This First Amendment may be executed in separate counterparts, each of which when so executed and delivered (including by e-mail or other electronic transmission) will be deemed an original, and all of which together will constitute one and the same agreement.

7. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.

8. Ratification. Except as hereby amended, the Agreement is hereby ratified in all respects.

**(Signature Pages Follow)**

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

**PROJECT COMPANY:**

**DeKalb Taylor Solar, LLC**  
a Delaware limited liability company

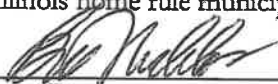
By:   
Timothy Polz, Manager

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

**OWNER:**

**City of DeKalb**

an Illinois home rule municipal corporation

A handwritten signature in black ink, appearing to read "Bill Nicklas", is written over a horizontal line.

Name: Bill Nicklas

Title: City Manager



2024003286

TASHA SIMS

RECORDER - DEKALB COUNTY, IL

RECORDED: 5/16/2024 03:25 PM

REC FEE: 76.00 RHSPS FEE: 18.00

PAGES: 6

**This Instrument was Prepared by  
And the Original Should be Returned to:**

DeKalb Taylor Solar, LLC  
c/o SUNVEST SOLAR, LLC  
Attn: Tim Polz  
330 W. State Street, Suite 100  
Geneva, IL 60134  
(630) 842-7904

**FIRST AMENDMENT TO MEMORANDUM OF  
LAND LEASE AND SOLAR EASEMENT**

This **FIRST AMENDMENT TO MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT** ("**First Amended Memorandum**") is made and entered into as of the 13<sup>th</sup> day of may, 2024 ("**First Amendment Effective Date**") by and between City of DeKalb, an Illinois home rule municipal corporation ("**Owner**" or "**City**"), and DeKalb Taylor Solar, LLC, a Delaware limited liability company, and its successors and assigns ("**Project Company**"). Owner and Project Company may hereafter be referred to as, together, the "**Parties**".

**RECITALS:**

A. Owner and Project Company are parties to that certain Land Lease and Solar Easement dated December 21, 2021 ("**Agreement**") relating to certain real property in DeKalb County, Illinois (the "**Property**" as more fully described in the Agreement) a memorandum of which was recorded in the real property records of DeKalb County, Illinois on January 7, 2022 as Instrument No. 2022000235 ("**Memorandum**").

B. Owner and Project Company exercised their option to extend the Development Period of the Agreement, pursuant to Section 2.1(a), for one additional year to December 31, 2024 in that certain Resolution Approving a One-Year Lease Extension for Sunvest Solar LLC, Resolution No. 2023-087, passed on September 25, 2023 by the City Council of the City of DeKalb, Illinois.

C. The Parties entered into that certain First Amendment to Land Lease and Solar Easement ("**First Amendment**") on the First Amendment Effective Date.

D. Owner and Project Company entered into that certain First Amendment to Solar Option and Land Lease dated on or around the First Amendment Effective Date ("**First Amendment**").

E. Owner and Project Company desire to amend the Memorandum consistent with the First Amendment as provided below and give record notice of the same.

## AMENDMENT:

NOW THEREFORE, in consideration of the covenants, agreements and for other good and valuable consideration herein contained, the receipt and sufficiency of which are hereby acknowledged, Owner and Project Company, on behalf of themselves, their successors and assigns, agree as follows:

1. Development Period. The first sentence of Section 2 of the Memorandum is hereby deleted in its entirety and replaced with the following:

“The initial term of the Lease Agreement commences on the Effective Date and expires on June 30, 2025 (“**Development Period**”).”

2. Legal Description. The legal description in Exhibit A of the Memorandum is hereby deleted in its entirety and replaced with the following:

“The following described real estate, situated in the County of DeKalb in the State of Illinois, to-wit:

That part of Lot A of Section 19 of the Charles F. Noble Farm Plat recorded in Book “G” of Plats, Page 32, on April 9, 1937, in Township 40 North, Range 5 East of the Third Principal Meridian, DeKalb County, Illinois, described as follows: Beginning at the Southwest corner of said Lot A; thence North 0 degrees 12 minutes 45 seconds East, 1,332.29 feet (1334.1 feet record) (bearings assumed for descriptive purposes) on the West line of said Lot A to the Northwest corner thereof; thence South 89 degrees 51 minutes 26 seconds East, 1336.97 feet on the North line of said Lot A to the West line of a 5 acre Parcel; thence South 0 degrees 08 minutes 34 seconds West, 435.00 feet on said West line to the South line of said 5 acre parcel; thence South 89 degrees 51 minutes 26 seconds East, 535.79 feet on said South line to the West line of Airport Tract 15, also being the West line of relocated Loves Road; thence Southerly, 143.96 feet on said West line on a curve to the right having a radius of 560.00 feet, the chord of said curve bears South 12 degrees 38 minutes 07 seconds West, 143.57 feet; thence South 20 degrees 00 minutes 00 seconds West, 358.32 feet on said West line; thence Southwesterly, 673.29 feet on said West line on a curve to the right having a radius of 560.00 feet, the chord of said curve bears South 54 degrees 26 minutes 37 seconds West, 633.47 feet; thence South 1 degree 06 minutes 46 seconds East, 31.90 feet on said West line of Airport Tract 15 to the South line of the North 1/2 of the North 1/2 of said Section 19; thence South 89 degrees 15 minutes 42 seconds West, 1,208.02 feet on said South line to the point of beginning.

Tax Parcel No. 09-19-100-087 and 09-19-100-088”

3. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

4. No Modification. Except as specifically set forth in the First Amendment, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency



between the terms of the Agreement and the First Amendment, the terms of the First Amendment, shall prevail.

5. Counterparts. This First Amended Memorandum may be executed in separate counterparts, each of which when so executed and delivered (including by e-mail or other electronic transmission) will be deemed an original, and all of which together will constitute one and the same agreement.

6. Governing Law. THIS FIRST AMENDED MEMORANDUM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.

7. Ratification. Except as hereby amended, the Agreement is hereby ratified in all respects.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Parties have caused this First Amended Memorandum to be executed as of the First Amendment Effective Date.

**OWNER:**

**City of DeKalb,**  
an Illinois home rule municipal corporation

By: [Signature]  
Name: Bill Nicklas  
Title: City Manager

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF DEKALB                )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2024 by Bill Nicklas as City Manager of the City of DeKalb, an Illinois home rule municipal corporation, on behalf of the City of DeKalb.

[SEAL]

[Signature]

Notary Public



IN WITNESS WHEREOF, the undersigned have caused this First Amendment Memorandum to be executed as of the 16<sup>th</sup> day of May, 2024, but deemed effective as of the First Amendment Effective Date.

**PROJECT COMPANY:**

**DeKalb Taylor Solar, LLC**  
a Delaware limited liability company

By: [Signature]  
Timothy Polz, Senior Vice President - Development

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF KANE        )

This instrument was acknowledged before me this 15<sup>th</sup> day of May, 2024 by Timothy Polz, the Manager of DeKalb Taylor Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

[Signature]  
Notary Public

