

**ADOPTING A SECOND AMENDMENT TO THE 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 a second amendment to the Land Lease and Solar Easement Agreement dated December 13, 2021, per the attached and incorporated Exhibit A (the "Amendment"); and

**WHEREAS**, the City's corporate authorities find that approving the Amendment is in the City's best interests for the protection of the public health, morals and welfare; 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, authorize, and approve: (1) the Amendment, subject to such changes as the City Manager deems to be in the City's best interests; and (2) the City Manager to take all necessary acts to effectuate the Amendment.

**SECTION 3:** This ordinance 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 January 2025 and approved by me as Mayor on the same day. Passed on First Reading by a 7-0-1 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Powell, Verbic, Barnes. Nay: None. Absent: Walker. Second Reading waived by a 7-0-1 roll call vote. Aye: Zasada, Larson, Smith, Perkins, Powell, Verbic, Barnes. Nay: None. Absent: Walker.



  
COHEN BARNES, Mayor

ATTEST:  
  
Ruth A. Scott, Executive Assistant

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

This **SECOND AMENDMENT TO LAND LEASE AND SOLAR EASEMENT** ("Second Amendment") is made and entered into as of 13<sup>th</sup> day of January 2025, ("Second Amendment Effective Date") by and between City of DeKalb, an Illinois home rule municipal corporation ("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 relating to certain real property in DeKalb County, Illinois, a memorandum of which was recorded in the real property records of DeKalb County, Illinois on January 7, 2022 as Instrument No. 2022000235, which was amended by that certain First Amendment to Land Lease and Solar Easement dated May 13, 2024, a memorandum of which was recorded in the real property records of DeKalb County, Illinois on May 13, 2024 as Instrument No. 2024003286 (as so amended, the "Agreement"). Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement

B. 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. Amendment to Agreement. Exhibit B of the Agreement is hereby amended to replace "One Thousand Eight Hundred (\$1,800.00) Dollars" appearing therein under the heading of "Operating Term Rent" with "One Thousand Nine Hundred (\$1,900.00) Dollars".

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

3. No Modification. Except as specifically set forth in this Second 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 Second Amendment, the terms of this Second Amendment shall prevail.

4. Counterparts. This Second 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.

5. Governing Law. **THIS SECOND 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.**

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

(Signature Pages Follow)

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

**OWNER:**

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

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

Name: Bill Nicklas

Title: City Manager

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

**PROJECT COMPANY:**

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

By: 

Name: Tim Polz

Title: Sr. V.P. - Development

**Parcel ID No.: 09-19-100-087 and 09-19-100-088**

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.



2025004307

**TASHA SIMS**

RECORDER - DEKALB COUNTY, IL

RECORDED: 6/11/2025 03:31 PM

REC FEE: 55.00

PAGES: 6

STATE OF ILLINOIS )  
COUNTY OF DEKALB ) SS  
CITY OF DEKALB )

### **CERTIFICATION**

I, **RUTH A. SCOTT**, am the duly qualified and appointed Executive Assistant of the City of DeKalb, DeKalb County, Illinois, as authorized by Local Ordinance 2019-059, and as such Executive Assistant, I maintain and am safe-keeper of the records and files of the Mayor and City Council of said City.

I do hereby certify that the attached hereto is a true and correct copy of:

**ORDINANCE 2025-003**

**ADOPTING A SECOND AMENDMENT TO THE LAND LEASE AND  
SOLAR AGREEMENT WITH DEKALB TAYLOR SOLAR, LLC.**

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, on the 13<sup>th</sup> day of January 2025.

**WITNESS** my hand and the official seal of said City this 11<sup>th</sup> day of June 2025.



**RUTH A. SCOTT**, Executive Assistant

### **Prepared by and Return to:**

City of DeKalb  
City Manager's Office  
Attention: Ruth A. Scott  
164 E. Lincoln Highway  
DeKalb, Illinois 60115