

AUTHORIZING A THIRD AMENDMENT TO THE LAND LEASE AND SOLAR EASEMENT AGREEMENT WITH DEKALB TAYLOR SOLAR, LLC (SUNVEST).

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 21, 2021, to extend the expiration of the development period from June 30, 2025, to December 31, 2025, as provided by 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, safety and welfare; and

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

SECTION 1: The recitals to this resolution are true, correct, adopted and incorporated as Section One to this resolution.

SECTION 2: The City's corporate authorities, by a vote of three-fourths of those then holding office, adopt and approve the Amendment. The City's corporate authorities further approve, authorize, and direct the City Manager to: (1) negotiate and execute the Amendment; and (2) take all necessary acts to effectuate the Amendment including, but not limited to, executing a second amendment to the memorandum of land lease and solar easement attached and incorporated as Exhibit B (the "Amended Memorandum").

SECTION 3: This resolution shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent 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 this resolution is inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard in its jurisdiction.

SECTION 4: This resolution 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 27th day of May 2025 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Larson, Smith, Carlson, Powell, Verbic, Walker, Barnes. Nay: None. Absent: Zasada.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

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

This **THIRD AMENDMENT TO LAND LEASE AND SOLAR EASEMENT** ("Third Amendment") is made and entered into as of May 27, 2025 ("Third 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 16, 2024 as Instrument No. 2024003286, which was further amended by that certain unrecorded Second Amendment to Land Lease and Solar Easement dated January 13, 2025 (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. 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 December 31, 2025.”

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 Third 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 Third Amendment, the terms of this Third Amendment shall prevail.

4. Counterparts. This Third 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 THIRD 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 Third Amendment to be executed as of the Third Amendment Effective Date.

PROJECT COMPANY:

DeKalb Taylor Solar, LLC
a Delaware limited liability company

By: 

Name: Tim Polz

Title: Authorized Individual

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

OWNER:

City of DeKalb

an Illinois home rule municipal corporation

By: 

Name: Bill Nicklas

Title: City Manager



2025004186

TASHA SIMS

RECORDER - DEKALB COUNTY, IL

RECORDED: 6/6/2025 01:00 PM

REC FEE: 56.00 RHSPS FEE: 18.00

PAGES: 5

**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

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

This **SECOND AMENDMENT TO MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT** ("Second Amended Memorandum") is made and entered into as of the 27th day of May, 2025 ("Second 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 ("**Original Memorandum**").

B. The Parties entered into that certain First Amendment to Land Lease and Solar Easement on May 13, 2024, a memorandum of which was recorded in the real property records of DeKalb County, Illinois on May 16, 2024 as Instrument No. 2024003286 (the Original Memorandum as amended thereby, the "**Memorandum**") and thereafter entered into that certain unrecorded Second Amendment to Land Lease and Solar Easement on January 13, 2025.

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

D. Owner and Project Company desire to amend the Memorandum consistent with the Third 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 December 31, 2025 (“**Development Period**”).”

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 the Third 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 Third Amendment, the terms of the Third Amendment, shall prevail.

4. Counterparts. This Second 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.

5. Governing Law. THIS SECOND 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.

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

[Signature Pages Follow]

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

PROJECT COMPANY:

DeKalb Taylor Solar, LLC
a Delaware limited liability company

By: [Signature]
Name:
Title:

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

This instrument was acknowledged before me this 27th day of May, 2025 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



EXHIBIT A

IDENTIFICATION OF PREMISES

Property located in DeKalb County, Illinois

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 Half 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;

AND BEING the same property conveyed to The City of De Kalb, an Illinois municipal corporation from Charles M. Winter, Sr., as trustee under the provisions of a certain trust agreement dated February 12, 1990, and known as Trust Number 101, as to an undivided one-half interest, and Lova L. Winter, as trustee under the provisions of a certain trust agreement dated February 12, 1990, and known as Trust Number 102, as to an undivided one-half interest by Trustee's Deed dated November 7, 2006 and recorded November 8, 2006 in Instrument No. 2006020867.

Tax Parcel No. 09-19-100-088



2025004308

TASHA SIMS

RECORDER - DEKALB COUNTY, IL

RECORDED: 6/11/2025 03:31 PM

REC FEE: 55.00

PAGES: 11

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:

RESOLUTION 2025-055

**AUTHORIZING A THIRD AMENDMENT TO THE LAND LEASE AND
SOLAR EASEMENT AGREEMENT WITH DEKALB TAYLOR SOLAR, LLC
(SUNVEST).**

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, on the 27th day of May 2025.

WITNESS my hand and the official seal of said City this 11th 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