

**APPENDIX A – APPLICATION FORMS**



KANE COUNTY DEVELOPMENT DEPARTMENT  
 Zoning Division, Kane County Government Center  
 719 S. Batavia Avenue  
 Geneva, Illinois 60134  
 Office (630) 444-1236 Fax: (630) 232-3411

<i>Received Date</i>
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**APPLICATION FOR ZONING MAP AMENDMENT  
 AND/OR SPECIAL USE**

*Instructions:*

*To request a map amendment (rezoning) for a property, complete this application and submit it with all required attachments to the Subdivision and Zoning Division.*

*When the application is complete, we will begin the review process.*

**The information you provide must be complete and accurate. If you have a question please call the subdivision and zoning division, and we will be happy to assist you.**

<b>1. Property Information:</b>	<b>Parcel Number (s):</b>  14-05-300-026
	<b>Street Address (or common location if no address is assigned):</b>  Harter Road, Sugar Grove, IL 60554

<b>2. Applicant Information:</b>	<b>Name</b> TPE IL KN188, LLC	<b>Phone</b> 303-618-9570
	<b>Address</b> 3720 S. Dahlia Street Denver, CO 80237	<b>Fax</b>
	<b>Contact:</b> Scott Osborn, Developer	<b>Email</b> sosborn@tpoint-e.com

<b>3. Owner of record information:</b>	<b>Name</b> RJF Elburn LLC & TJF Holdings LLC	<b>Phone</b>
	<b>Address</b> 1207 N West St Wheaton, IL 60187-3577	<b>Fax</b>
		<b>Email</b>

**Zoning and Use Information:**

2040 Plan Land Use Designation of the property: Proposed Open Space

Current zoning of the property: Farming (F), Business (B-3)

Current use of the property: Farming, partially unused

Proposed zoning of the property: Farming with Special Use for a Solar Energy Facility

Proposed use of the property: 5MW Ground Mounted Solar Energy Farm

If the proposed Map Amendment is approved, what improvements or construction is planned? (An accurate site plan may be required)

Construction of a 5MW ground-mounted solar energy facility, including gravel access road, metal pile foundations, solar panel array, electrical cables, electrical poles, security fencing and gate, and planted vegetative buffers for visual screening.

**Attachment Checklist**

- Plat of Survey prepared by an Illinois Registered Land Surveyor.
- Legal description
- Completed Land Use Opinion (Available in pdf form at [www.kanedupageswed.org/luo.pdf](http://www.kanedupageswed.org/luo.pdf)), as required by state law, mailed to: The Kane Dupage Soil and Water Conservation District, 545 S. Randall Road, St. Charles, IL 60174.
- Endangered Species Consultation Agency Action Report (available in pdf form at <http://dnr.illinois.gov/ecopublic/>) to be filed with the Illinois Department of Natural Resources. (\* This report may best be accessed with Internet Explorer on some computers, per the State)
- List of record owners of all property within 250 feet of the subject property
- Trust Disclosure (If applicable)
- Findings of Fact Sheet
- Application fee (make check payable to Kane County Development Department)

**I (we) certify that this application and the documents submitted with it are true and correct to the best of my (our) knowledge and belief.**

Landowner Signatures in Process, TPE has permitting authority under landowner agreement.

Record Owner	Date
	Sept 22, 2023

Applicant or Authorized Agent	Date
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## Real Estate Purchase Option Agreement

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This Real Estate Purchase Option Agreement ("Agreement" or "Option"), made and effective as of **May 31, 2023** ("Execution Date"), by and between **RJF Elburn LLC**, a Illinois limited liability company, with an address of 1012 Hawthorne, Geneva, IL 60134 as to an undivided 50% interest in the Property (hereinafter defined) and **TJF Holdings LLC**, a Illinois limited liability company, with an address of 1207 N West St, Wheaton, IL 60187 as to an undivided 50% interest in the Property (collectively, "Seller") and **TPE IL KN188 Land LLC**, a Delaware limited liability company, with an address of 3720 S. Dahlia Street, Denver, CO 80237 ("Buyer").

### RECITALS

WHEREAS, Seller owns fee simple title to real estate situate and lying in Sugar Grove, Kane County ("County"), Illinois, consisting of 29.56 acres of land, more or less, being Kane County Tax Parcel Number 14-05-300-026, commonly known as Harter Road, Sugar Grove, IL, and more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, Buyer and Seller wish to set forth their agreement concerning Buyer's option to enter into a P&S (as hereafter defined) in order to purchase all of the Real Property, together with any and all of Seller's right, title and interest in any easements benefiting the Real Property or any improvements located thereon, all rights and appurtenances pertaining to the Real Property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way, minerals, waterways, dockage, air rights, tenements, hereditaments, and all of the structures, parking areas, landscaping, buildings and improvements, if any, situated on the Real Property (collectively, the "Property"); and

WHEREAS, the Property shall be purchased for a photovoltaic solar array project ("Project").

### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained herein, and intending to be legally bound, the parties agree as follows:

1. Grant of Option. In consideration of the "Option Price" as described below, Seller grants to Buyer the exclusive and irrevocable privilege and option (the "Option") to purchase the Property under the terms and conditions described below, which terms and conditions shall be reflected a real estate purchase and sale agreement substantially in the form of Exhibit D hereto, subject to such changes as the parties agree prior in accordance with and subject to Paragraph 3 hereof ("P&S"). The Option Price shall be non-refundable to Buyer, except as represented below under "Option Term," but shall be attributable to the "Purchase Price," both terms as defined below. However, should Seller be deemed in default under this Agreement (including having engaged in fraudulent representations, concealments or actions under this Agreement) that is not cured within ten (10) business days after notice of the same from Buyer, then Buyer may terminate this Agreement upon written notice to Seller within five (5) business days after expiration of such cure period whereupon all Option Price payments delivered to Seller shall be fully and immediately returned to Buyer and this Contract shall be terminated with neither party have any further rights or obligations with respect to the same except to the extent expressly provided herein.

## Real Estate Purchase Option Agreement

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losses, liabilities, injuries or damages to real or tangible property or persons that arise out of the activities of Buyer on the Property during the term of this Agreement except to the extent caused by the negligence or willful misconduct of the Seller or its agents or employees. Buyer, its engineers, architects, employees, contractors and agents shall at all times prior to Closing maintain public liability insurance policies (in an amount of combined single limit coverage of not less than One Million Dollars (\$1,000,000)) insuring against claims arising as a result of the inspections of the Property being conducted by Buyer naming Seller as additional insured(s) and shall provide Seller with a certificate of insurance evidencing the same prior to Buyer's entrance upon the Property. During the Option Term: (A) Seller shall permit Buyer to examine all plans, drawings, specifications, blueprints, surveys, title reports, engineering reports, environmental reports and other technical descriptions or materials in Seller's possession or control relating to the Property, subject to any restriction or confidentiality agreement with respect to the same (B) Buyer shall have the right to (i) inspect the Property, (ii) conduct engineering and geophysical feasibility tests of the Property and environmental audits of the Property, including sampling, and (iii) access and locate utility lines, access easements or any other features associated with the Project; and (C) Buyer shall be given complete access to the Property for the purpose of making such tests, inspections and investigations to the extent such access exists as of the Execution Date. Seller makes no representation or warranty that the information or materials provided to Buyer under this Agreement are accurate or complete. The terms of this Paragraph shall survive the execution of the P&S until the earlier of (i) the Closing of the P&S occurs, or (ii) the P&S is terminated or expires.

10. Recording and Specific Performance. The Parties agree to record a Memorandum of Option ("Memorandum") in substantially the form as that attached hereto as **Exhibit B**, in the Recorder's Office of the County at Buyer's expense. The Memorandum shall be released by the parties upon a date ("Termination Date") that is the tenth (10<sup>th</sup>) day after the first to occur of the (a) termination of this Agreement in accordance with its terms, or (b) May 30, 2026. Seller's obligation to close upon a transfer of the Property to Buyer as contemplated by this Agreement and the P&S entered into pursuant hereto shall be specifically enforceable by Buyer and by Buyer's representatives, successors and assigns as set forth in the P&S. The obligations of the parties under this Section shall survive the termination or expiration of this Agreement.

Buyer and Grantee shall execute and record a release ("Release") of the Memorandum within sixty (60) days after the Termination Date; provided that if such Release is not executed and recorded within ten (10) days after written request by Seller to Buyer upon the expiration of such sixty (60) day period, Seller may and is hereby authorized to unilaterally execute and record such release without Buyer's signature or to sign such Release if necessary on behalf of Buyer.

11. Cooperation. Within ten (10) business days from the Execution Date hereof, Seller shall provide Buyer with copies of all plans, plats, drawings, surveys, designs, title opinions, title insurance policies and title insurance commitments, studies/reports, permits, approvals, orders, notices of violation, enforcement notices, easements, documents and information related to the Property owned or in the possession of Seller unless Seller is subject to any restriction or confidentiality agreement with respect to the same; provided that Seller makes no representation or warranty that any such items are accurate and/or complete. Subject to Section 12 below, Seller agrees to cooperate with Buyer during its due diligence investigations and in obtaining any and all permits, orders, variances, waivers, repurchases, terminations of agreements and approvals necessary for the Project, including signing any applications or similar documentation required of the landowner.

## Real Estate Purchase Option Agreement

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IN WITNESS WHEREOF, the parties have executed this Option Agreement and made it effective the date and year first above written.

Seller:

**RJF Elburn LLC**

an Illinois limited liability company

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

Name: Richard J. Feltes

Title: Managing Member

**TJF Holdings LLC**

an Illinois limited liability company

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

Name: Timothy J. Feltes

Title: Managing Member

Buyer:

**TPE IL KN188 Land LLC**

a Delaware limited liability company

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

Name: Adam Beal

Its: Authorized Agent

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

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**TPE IL KN188 Land LLC**

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**TJF Holdings LLC**

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By: Timothy J. Feltes

Name: Timothy J. Feltes

Title: Managing Member

Buyer:

**TPE IL KN188 Land LLC**

a Delaware limited liability company

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

Name: Adam Beal

Title: Authorized Agent

# Findings of Fact Sheet – Map Amendment and/or Special Use

- *The Kane County Zoning Board is required to make findings of fact when considering a rezoning. (map amendment)*
- *You should “make your case” by explaining specifically how your proposed rezoning relates to each of the following factors.*

TPE IL KN188, LLC

September 22, 2023

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*Name of Development/Applicant*

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*Date*

1. **How does your proposed use relate to the existing uses of property within the general area of the property in question?**

Please see pages 13-16 of the project narrative

2. **What are the zoning classifications of properties in the general area of the property in question?**

Please see pages 13-16 of the project narrative

3. **How does the suitability of the property in question relate to the uses permitted under the existing zoning classification?**

Please see pages 13-16 of the project narrative

4. **What is the trend of development, if any, in the general area of the property in question?**

Please see pages 13-16 of the project narrative

5. **How does the projected use of the property, relate to the Kane County 2040 Land Use Plan?**

Please see pages 13-16 of the project narrative

# Findings of Fact Sheet - Special Use

Special Use Request

\_\_\_\_\_  
Date

- *The Kane County Zoning Board is required to make findings of fact when considering a special use.*
  - *Special Uses shall be considered at a public hearing before the Zoning Board of Appeals. In its report of findings of facts, recommendations shall be made to the County Board following the public hearing. The Zoning Board will not recommend a special use unless the following items are addressed:*
6. Explain how the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Please see pages 13-16 of the project narrative

7. Explain how the special use will not be injurious to the use, enjoyment and value of other property in the immediate vicinity.

Please see pages 13-16 of the project narrative

8. Explain how the special use will not impede the normal, orderly development and improvement of the surrounding property.

Please see pages 13-16 of the project narrative

9. Will adequate utility, access roads, drainage and other necessary facilities be provided? Please explain:

Please see pages 13-16 of the project narrative

10. Will adequate measures be provided for ingress and egress and so designed to minimize the traffic and congestion? Please explain:

Please see pages 13-16 of the project narrative

11. Will the special use conform to the regulations of the district in which it is located? Please explain:

Please see pages 13-16 of the project narrative

**CERTIFICATION OF NOTIFICATION  
OF PROPERTY OWNERS WITHIN 250 FEET OF SUBJECT PROPERTY**

Date: \_\_\_\_\_

To: **KANE COUNTY ZONING BOARD OF APPEALS**

From: TPE IL KN188, LLC

3720 South Dahlia St.

Denver, CO 80237

(Ph #) 303-618-9570

The undersigned, being sworn upon this oath, deposes and says that the list below includes the names and addresses of all owners of property within 250 feet of the property referred to in petition for

(circle one) Variance Rezoning **Special Use**

for the purpose of Solar Energy Development

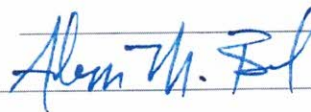
and, further, that all persons owning property within 250 feet of the parcel referred to in petition have been notified of the intent of the petitioner(s).

Petitioner's property is located in Section 5, Township Sugar Grove, County of Kane. (Legal Description Attached)

List names of property owners below. (Property Owners do not have to sign this form)

NAME	ADDRESS (street, city, state and zip code)
<u>Please See Attached</u>	<u>Please See Attached</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By:



Adam Beal, Authorized Agent, TPE IL KN188, LLC  
(Property Owner or Agent)

Subscribed and sworn to before me

this 21 day of September 2023

Steven M. Kratz  
Notary

**STEVEN M KRATZ**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MASON  
My Commission Expires April 23, 2024  
Acting in the County of Kalamazoo

**TPE IL KN188, LLC**

Landowner	Street	City State Zip	PIN
THORESEN, JAMES E & STUPEGIA, SARAH A	4S917 HARTER RD	SUGAR GROVE IL 60554-9881	14-05-300-014
OLD SECOND NATIONAL BANK & TRUST (CO TR) 6150	4S787 HARTER RD	SUGAR GROVE IL 60554-9643	14-05-300-025
OLD SECOND NATIONAL BANK AURORA (TRUSTEE) 30-6027-00	37 S RIVER ST	AURORA IL 60506-4173	14-05-300-030
RJF ELBURN LLC & TJF HOLDINGS LLC	1207 N WEST ST	WHEATON IL 60187-3577	14-05-300-026
MATHEWS, ROBERT G, BRANDON R & TERRI S	4S916 SUGAR GROVE PKWY	SUGAR GROVE IL 60554-9748	14-05-300-043
TRUST 12327	3700 N HERMITAGE AVE	CHICAGO IL 60613-3509	14-05-300-017
MATHEWS FAMILY TRUST	4S916 SUGAR GROVE PKWY	SUGAR GROVE IL 60554-9748	14-05-300-042
SCHOONVELD, EDWARD B & TANYA L	43W555 OLD OAKS RD	SUGAR GROVE IL 60554-9658	14-05-326-003
DADY, JEFFREY	43W615 OLD OAKS RD	SUGAR GROVE IL 60554-8701	14-05-326-001
PAULUS, MICHAEL D & KIMBERLY A	43W579 OLD OAKS RD	SUGAR GROVE IL 60554-9658	14-05-326-002
KANELAND SCHOOL DISTRICT 302	47W326 KESLINGER RD	MAPLE PARK IL 60151-9720	14-05-375-001
			14-05-374-001
			14-05-375-002