

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>

**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.

1. Property Information:	Parcel Number (s): 11-23-200-030
	Street Address (or common location if no address is assigned): 40W234 Fabyan Parkway; Elburn, IL 60119

2. Applicant Information:	Name TPE IL KN216, LLC	Phone 303-618-9570
	Address 3720 S. Dahlia Street Denver, CO 80237	Fax
	Contact: Scott Osborn, Developer	Email sosborn@tpoint-e.com

3. Owner of record information:	Name James J. Ariola Declaration of Trust Dated July 24, 1997	Phone
	Address 709 Campbell Street	Fax
	Geneva, IL 60134	Email

Zoning and Use Information:

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

Current zoning of the property: Farming (F)

Current use of the property: Farming, Parcel also hosts Vessel, Inc, a mulch supply company

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.

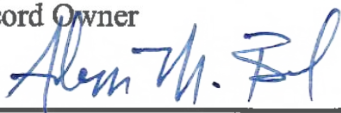
Attachment Checklist

- 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), 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

Real Estate Lease Option Agreement

This Real Estate Lease Option Agreement ("Agreement" or "Option"), made and effective this 25th day of May, 2023 ("Execution Date"), by and between the **James J. Ariola Declaration of Trust dated July 24, 1997**, with an address of 709 Campbell St, Geneva, IL 60134 ("Landlord") and **TPE IL KN216, LLC**, a Delaware limited liability company, with an address of 3720 S. Dahlia Street, Denver, CO 80237 ("Tenant").

RECITALS

WHEREAS, Landlord owns fee simple title to certain real property situated and lying in Elburn, Kane County, Illinois, consisting of 82.10 acres of land, more or less, being Kane County Tax Parcel Number 11-23-200-030, commonly known as 40 W 234 Fabyan Pkwy, Elburn, IL, and more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, Tenant and Landlord wish to set forth their agreement concerning Tenant's option to enter a ground lease agreement ("Lease") to lease all or a portion up to 31 acres of the Real Property, together with any and all 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 Landlord in and to adjacent streets, alleys or rights-of-way, minerals, water rights, air rights, tenements, hereditaments, situated on the Real Property (collectively, the "Landlord's Property"), plus "Easements" as defined below and more particularly described in Exhibit A-1 attached hereto and made a part hereof ("Leased Premises"); and

WHEREAS, the Leased Premises shall be leased for construction, operation, maintenance and decommissioning of 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, Landlord grants to Tenant the exclusive and irrevocable option ("Option") to lease the Leased Premises under the terms and conditions described below and as more fully set forth in the written form of lease between the parties, attached hereto as

designs, title opinions, title insurance policies and title insurance commitments, studies/reports, permits, approvals, orders, notices of violation, enforcement notices, easements or restrictions related to the Leased Premises in Landlord's possession or Landlord's Property. Landlord agrees to cooperate with Tenant during Tenant's due diligence investigations and in Tenant obtaining all permits, orders, variances, waivers, releases, terminations of agreements and approvals necessary for the Project, including signing any applications or similar documentation required of the landowner. Landlord shall at any time and from time to time, within five (5) days after a written request by Tenant, execute and deliver to Tenant (or to such party or parties as Tenant shall designate) a written statement certifying whether this Option Agreement is in full force and effect (or modified and stating the modification). Such statement shall also (a) states the dates on which amounts due to Landlord have been paid, (b) state that there are no known defaults existing at the time of execution of the statement, or that default exist and the nature of such default, (c) state that, as of the date of such estoppel certificate, there are no disputes or proceedings under this Option Agreement between Landlord and Tenant or, if any such dispute exists, describe the nature of such disputes or proceedings. Landlord shall not be required to make any expenditure for such cooperative efforts unless Tenant agrees to reimburse Landlord for the reasonable costs thereof.

12. Successors and Assigns. This Agreement shall run with the land, and all the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. Landlord may not assign or transfer its rights and interest in Landlord's Property during the term of this Agreement nor shall Landlord assign or transfer its right and interest in Landlord if Landlord is an LLC, corporation or partnership, except to a Permitted Transferee as described below in Section 24(a). Tenant may, after delivery of written notice to Landlord, freely assign its rights hereunder without Landlord's consent, and the assignee shall assume all of Tenant's obligations herein. Upon any such assignee's assumption of Tenant's obligations herein, Tenant shall be deemed released from any liability under this Agreement.

13. Contact with Authorities. It is understood and Landlord specifically agrees that Tenant or its agents may contact local or other governmental authorities, departments, or agencies concerning Landlord's Property, including with respect to zoning matters. Landlord agrees to assist as required to facilitate the rezoning of the Leased Premises as required by the Tenant for the development of the Project. Tenant shall be responsible for all costs associated with rezoning.

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

Landlord:

DocuSigned by:
James J. Ariola
3F13B2F52E2744B...

Name: James J. Ariola Declaration of Trust
dated July 24, 1997

Tenant:

TPE IL KN 216, LLC
A Delaware limited liability company

By: *Adam Beal*
2C811A52F2D0486...

Name: Adam Beal
Its: 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 KN216, LLC

September 22, 2023

Name of Development/Applicant

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 KN216, 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 23, Township Blackberry, 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 M. Beal

Adam Beal, Authorized Agent, TPE IL KN216, LLC
(Property Owner or Agent)

Subscribed and sworn to before me

this 21 day of September, 2023

Steven M. Kratz
Notary



TPE IL KN216, LLC

Landowner	Street	City	State	Zip	PIN
FOREST PRESERVE DISTRICT OF KANE COUNTY	1996 S KIRK RD, STE 320	GENEVA	IL	60134-4118	11-14-400-037 11-14-400-033 11-23-200-022 11-14-400-016
MAIN STREET TRUST	40W558 MAIN ST	BATAVIA	IL	60510-9736	11-23-100-011
BETH, RANDALL V	40W217 FABYAN PKWY	ELBURN	IL	60119-9609	11-23-200-013
BRAYTON FAMILY TRUST	40W191 FABYAN PKWY	ELBURN	IL	60119-9609	11-23-200-014
BACARELLA, ROBERT S DCLRN OF TR	2087 ROCKWOOD LN	NORTH AURORA	IL	60542-2013	11-23-200-015
FREEDLUND, ROGERS & LERDAL, BRITTANY	40W145 FABYAN PKWY	ELBURN	IL	60119-9609	11-23-200-016
WELLS, THOMAS B & STACY E	40W109 FABYAN PKWY	ELBURN	IL	60119-9609	11-23-200-017
OBROCHTA, SONYA A REVOC LIVING TRUST	40W075 FABYAN PKWY	ELBURN	IL	60119-9609	11-23-200-018
KANE COUNTY	719 S BATAVIA AVE	GENEVA	IL	60134-3077	11-23-200-023
SOLOMON FOUNDATION	1996 S KIRK RD, STE 320	GENEVA	IL	60134-4118	11-23-200-025 11-23-200-026
BATAVIA PARK DISTRICT	327 W WILSON ST	BATAVIA	IL	60510-1948	11-23-200-029 11-23-200-032
JOHNSTON, ROBERT R, III & SHANTACY L	40W480 MAIN ST	BATAVIA	IL	60510-9735	11-23-200-031 11-23-100-006