

Application for SPECIAL USE under the regulations of the Woodford County Zoning Ordinance

DATE 9/30/2020

CASE# _____

Applicant

Owner

A. Name: Panther Grove Wind, LLC

B. Name: IOERGER FAMILY LIMITED PRTNSHP

Address: 412 West 15th Street, 15th Floor

Address: 4233 LONGFELLOW DR

City: New York State: NY

City: NASHVILLE State: TN

Zip: 10011 Phone: 318-401-0378


Zip: 37214 Phone: _____

e-mail: cgreen@triglobalenergy.com

e-mail: _____

Printed name Chris Green

Printed Name _____

Signature 

Signature: See attached wind lease signature page

C. Legal description of property must be attached.

D. Zoning District in which property is located: AG

E. What type of Special Use is desired? Installation of wind turbine # 67 and associated roads and electrical/communication cabling as part of Panther Grove Wind Energy Facility.

F. Section of the Ordinance allowing Special Use: Sections 28 (WECS)

G. Attach documentation verifying that the proposed use meets all criteria described for granting a Special Use in the District where the use is requested.

H. Additional information may be requested on a case by case basis.

I. Attach a site plan containing a minimum of the following:

1. Scaled drawing.
2. Title block showing owner, developer, engineer and date of drawing.
3. All property lines and structures existing and proposed.
4. Utility easements and sewer and water systems, existing and proposed.
5. Drainage, existing and proposed.
6. Erosion and storm water control plan.
7. All setbacks, yards, and buffer strips as required for the type of Special Use requested.
8. Additional information may be required on a case by case basis.

J. That all Special Use requests which require sewage disposal be accompanied by results of at tests that must be taken according to the rules and regulations specified by the County and/or State Health

Department. Borings must be taken in an area where the septic system is proposed to be located.

Township: Minonk

Permanent Parcel No. 632400004 Acreage: 89.769999999999897

Present Use: Agriculture

Has a previous Special Use been requested for this property? Unknown

Attach a narrative, detailing how your application conforms to the following:

“The Zoning Board of Appeals shall make a finding that the granting of the Special Use:”

- A. Will not be detrimental to the public health, safety, and welfare;
- B. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted. The applicant need not demonstrate complete compatibility, but the applicant shall demonstrate reasonable efforts to minimize incompatibility;
- C. Will not be injurious to the district in which it shall be located;
- D. Will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the districts;
- E. That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided;
- F. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public roads;
- G. Is consistent with the Woodford County Comprehensive Long Range Plan.

I (we) certify that this proposed Special Use will conform to the standards for Special Uses in the Woodford County Zoning Ordinance, and that all of the above statements and the information contained in any attachments, documents or plans submitted herewith are true to the best of my (our) knowledge and belief.



Applicant Signature _____ Date 9/30/2020

Unless otherwise provided, I understand commencement of the special use must begin within 90 days of approval or such grant shall expire.

FOR OFFICIAL USE ONLY

FILING FEE \$ _____

RECEIPT # _____

PUBLICATION COST \$ _____

RECEIPT # _____

HEARING DATE _____

DECISION DATE _____

DOCUMENT PREPARED BY, AND
WHEN RECORDED PLEASE RETURN TO:

TGE Illinois 181, LLC
c/o Tri Global Energy, LLC
17300 Dallas Parkway, Suite 2020
Dallas, Texas 75248

(Space above this line for Recorder's use only)

MEMORANDUM OF WIND LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND LEASE AND EASEMENT AGREEMENT (this "*Memorandum*") is dated effective as of October 24, 2018, by and between Ioerger Family Limited Partnership ("*Landowner*"), and TGE Illinois 181, LLC, a Delaware limited liability company, whose address is c/o Tri Global Energy, LLC, 17300 Dallas Parkway, Suite 2020, Dallas, Texas 75248 ("*Grantee*") (Landowner and Grantee are hereinafter referred to collectively as the "*Parties*" and each a "*Party*"), and provides as follows:

1. The Parties have entered into a Wind Lease and Easement Agreement (the "*Agreement*") dated October 24, 2018 (the "*Effective Date*"). By its terms, the Agreement grants Grantee rights in and to certain land more particularly described in the attached Exhibit A (the "*Property*"). The Agreement also restricts certain uses of and grants certain interests in and to the Property.
2. The Agreement concerns the development of wind energy project(s) by Grantee involving the Property and/or other properties (the "*Project*"), grants Grantee easements, leases and other rights and limits, prohibits and restricts other development or use(s) of the Property that do or may interfere with the rights granted to Grantee by the Agreement.
3. The Agreement consists of two periods: a "*Development Term*"; and an "*Operations Term*". The Development Term starts on the Effective Date and ends on the earlier of the date that is five (5) years after the Effective Date or the first day the Project sells/produces electricity. The Development Term may be extended for up to an additional two (2) years if Grantee has commenced construction for the Project. The Operations Term starts on the Operations Date and continues for

thirty (30) years after the Operations Date. Grantee may extend the Operations Term for two (2) additional, consecutive five (5) year periods.

4. By the Agreement, Landowner grants to Grantee certain exclusive and non-exclusive rights, including:

(a) the exclusive right to determine the feasibility of wind energy conversion and power generation on the Property, including studies of wind speed, wind direction and other meteorological data and geotechnical and environmental studies, including without limitation: extracting soil samples; performing avian, flora and fauna, endangered species and habitat studies; performing archaeological studies; performing studies of jurisdictional waters; performing aerial mapping; performing field and ALTA surveys; and other related activities, studies or testing as Grantee reasonably determines are necessary, useful or appropriate;

(b) the exclusive right to construct, install, use, replace, relocate, reconstruct and remove from time to time, and monitor, maintain, repair and operate, the following: (i) wind power generating machines or systems of any kind (including supporting towers, foundations, and any other associated equipment or structures) (collectively, "*Wind Turbines*"); (ii) overhead and underground electrical distribution, collection, transmission and communications lines, electric transformers, telecommunications equipment and directly-related power generation facilities; (iii) roads and access driveways; (iv) meteorological towers and wind measurement equipment; (v) maintenance yards, lay-down yards, pads and related facilities and equipment; (vi) temporary construction-related equipment, such as a concrete batch plant, and other directly-related equipment and/or facilities; and (vii) undertaking any other activities Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing (all of the above, including the Wind Turbines, collectively "*Windpower Facilities*");

(c) the right of ingress to and egress from the Project (whether located on the Property, on adjacent property or elsewhere) on, over and across the Property by means of roads and lanes thereon if existing or later constructed, or by such route or routes as Grantee may deem necessary;

(d) an exclusive easement and lease to convert, maintain and capture the flow of wind and wind resources over, across and through the Property;

(e) an easement, together with all related or appropriate rights-of-way across the Property for (i) the installation, use, repair, replacement and removal of underground and above-ground wires and cables used for the transmission of electrical energy or for communication purposes for the Project and (ii) all necessary appliances and fixtures for use in connection with said wires and cables;

(f) an easement for the aerial overhang of the rotors of Wind Turbines installed on properties adjacent to the Property;

(g) an easement for any audio, visual, view, light, shadow, noise, vibration, air turbulence, wake, flicker, electromagnetic, radio or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Windpower Facilities, the Project or any Development Activities;

(h) an easement for the creation of right-of-ways and other easements deemed necessary by Grantee for the purposes contemplated in the Agreement; and

(i) the right to require Landowner grant related additional easements in favor of certain third parties.

5. Also by the Agreement, to the maximum extent permitted by law, Landowner waived enforcement of any applicable setback, noise, flicker, lighting/glare, time of construction, and/or similar requirements of any governmental agencies related to the Windpower Facilities to be placed on the Property or upon property adjacent to the Property, and Landowner consented to the maximum allowed exception(s) to the application requirement(s).

6. The Agreement, including the waivers and consents referenced above, run with the Property.

7. The conditions, covenants, definitions (including the definition of capitalized terms not otherwise defined in this Memorandum), limitations, restrictions and terms governing the encumbrances imposed on the Property, restrictions on use of the Property and rights granted in and to the Property are set forth in the Agreement. Without limitation, and except as expressly authorized by the Agreement, these include Landowner's covenant to not grant any third party any rights to evaluate or develop the Property for wind energy purposes. The Agreement specifies limitations, requirements and restrictions on: non-interference with the Project; non-disturbance of the Project and with the rights granted in the Agreement; and "severance" of wind rights.

8. The Agreement grants Grantee rights to assign and finance its interests in the Property and the Project, all as further set forth in the Agreement, including specific additional rights granted to any lender to Grantee.

9. The Parties have executed and recorded this Memorandum for the purpose of giving record notice of the Agreement, of the exclusive easements, leases and rights it grants and of certain restrictions it imposes. All of the conditions, covenants and terms regarding the Agreement are more particularly set forth in the Agreement, which is incorporated by this reference. In the event of conflict between the conditions and terms set forth in this Memorandum and the conditions and terms set forth in the Agreement, the conditions and terms of the Agreement will control and govern. This Memorandum may be executed and recorded in counterparts. Grantee may, in its sole discretion, revise/replace the description of the Property in Exhibit A with a metes and bounds description of the Property prepared by Grantee's surveyor or with another description and may record a notice of said description in the real property records of the County.

[The signature page to this Memorandum appears on the next page]

SIGNATURE PAGE TO
MEMORANDUM OF WIND LEASE AND EASEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this MEMORANDUM OF WIND LEASE AND EASEMENT AGREEMENT as set forth below.

GRANTEE

TGE ILLINOIS 181, LLC

By: _____

Thomas M. Carbone
President

ACKNOWLEDGEMENT

STATE OF TEXAS

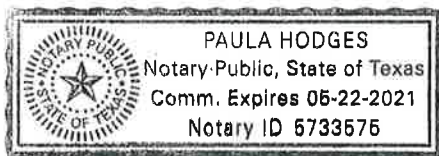
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COUNTY OF DALLAS

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The forgoing document was acknowledged before me this 10th day of January, 2020, by Thomas M. Carbone, President of TGE Illinois 181, LLC, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed in his/her authorized capacity(ies).



WITNESS my hand and official seal.

Paula Hodges

Notary Public

Commission Expires: 5/22/21

EXHIBIT A**DESCRIPTION OF PROPERTY****Ioerger Family Limited Partnership – 100%**

Being 154.77 acres of land, more or less, located in Woodford County, Illinois and being more particularly described as follows:

Tract 1:**PIN:** 06-32-400-002**ACREAGE:** 20 acres**LEGAL DESCRIPTION:**

The West Half of the Southwest Quarter of the Southeast Quarter of Section 32, Township 28 North, Range 2 East of the Third Principal Meridian, situated in WOODFORD COUNTY, ILLINOIS.

Tract 2:**PIN:** 06-32-400-003**ACREAGE:** 10 acres**LEGAL DESCRIPTION:**

The North 10 acres of the Northeast Quarter of the Southeast Quarter of Section 32, Township 28 North, Range 2 East of the Third Principal Meridian, situated in WOODFORD COUNTY, ILLINOIS.

Tract 3:**PIN:** 06-32-400-004**ACREAGE:** 89.77 acres**LEGAL DESCRIPTION:**

The East Half of the Southwest Quarter of the Southeast Quarter of Section 32 AND the Southeast Quarter of the Southeast Quarter of Section 32, EXCEPTING THEREFROM the South 100 feet of the East 100 feet of said Southeast Quarter of the Southeast Quarter of Section 32, AND the South 30 acres of the Northeast Quarter of the Southeast Quarter of Section 32, all in Township 28 North, Range 2 East of the Third Principal Meridian, in WOODFORD COUNTY, ILLINOIS.

Tract 4:**PIN:** 06-32-200-005**ACREAGE:** 35 acres**LEGAL DESCRIPTION:**

The East Half of the Northeast Quarter of Section 32, Township 28 North, Range 2 East of the Third Principal Meridian, except the North 45 acres thereof, situated in WOODFORD COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR THE PROPERTY THAT TURBINE 67 IS TO BE LOCATED ON: T28N - R2E - S32 PT
OF SE1/4