



HILLSDALE COUNTY MICHIGAN \$11.00- CO
APRIL 28, 2023 REAL ESTATE \$75.00- ST
RECEIPT # 237046 TRANSFER TAX Stamp # 25941

STATE OF MICHIGAN - HILLSDALE COUNTY
Received 04/28/2023 09:56:46 AM 598755
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RECORDED 04/28/2023 09:59:58 AM 1 of 8
BAMBI SOMERLOTT, REGISTER OF DEEDS

MEMORANDUM OF EASEMENT AGREEMENT

THIS MEMORANDUM OF EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of April 4, 2023 (the "Effective Date"), by Carol A. Baker, as trustee of The Carol A. Baker Revocable Trust dated May 19th, 2017 (as amended, "Carol A. Baker Revocable Trust dated May 19th, 2017") of 1100 North Adams Road, Jonesville, Michigan 49250 ("Owner"), and Heartwood Solar II, LLC, a Delaware limited liability company, with offices at 226 N. Morgan Street, Suite 200, Chicago, Illinois 60607 ("Grantee"), with regards to the following:

1. Solar Agreement. Owner and Grantee did enter into that certain Easement Agreement of even date herewith (the "Agreement"), which affects the real property located in the Township of Fayette County of Hillsdale, State of Michigan, as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. Grant of Rights. The Agreement grants Grantee: (a) the exclusive right to study, develop and use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (b) the exclusive right to access, relocate and maintain the "Project," as that term is defined in the Agreement, which are located on the Property; (c) an exclusive right to capture, use and convert the unobstructed solar resources over and across the Property; (d) a non-exclusive right for any radio, visual, view, light, shadow, noise, vibration, air turbulence, wake, electromagnetic or other effect of any kind attributable to the development of the Property for solar energy purposes and operation of the Project; (e) the right to subadjacent and lateral support for the Project; (f) the right of ingress to and egress from the Project on, under, over and across the Property by means of roads and lanes thereon if existing or (B) such routes, roads and lanes as Grantee may construct from time to time as provided in the Agreement; (g) the exclusive right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use, on, under, over and across the Property, in connection with Project overhead and underground electric transmission and communication system lines and facilities; and (h) the right to undertake any other activities, as permitted in the Agreement, necessary to accomplish the purposes of the Agreement.
3. Term; Extensions. The Agreement shall be for an initial Development Term of up to seven (7) years from the Effective Date. If exercised pursuant to the terms and conditions of the Agreement,

the term of the Agreement may be extended for a Construction Term of up to two (2) years following the Development Term. If exercised pursuant to the terms and conditions of the Agreement, the term of the Agreement may be extended for a Production Term of twenty (20) years following the Construction Term. The Agreement also provides for a right to extend the Production Term for up to four (4) separate Extension Terms of five (5) years each, totaling twenty (20) additional years, as determined by Grantee, and if the extension terms and conditions of the Agreement are met, such renewals to be exercised by Grantee at least one hundred eighty (180) days prior to the then-current expiration date of the Production Term or Extension Term, as the case may be. The Restoration Term shall begin on the expiration or earlier termination of (a) the Construction Term, if it occurs and if construction has commenced, or (b) the Production Term, if Grantee does exercise an option to extend the term of the Easement through the Production Term, and shall expire on the earlier of (y) twelve (12) months from such date, or (z) when Grantee completes Restoration Obligations. All rights granted pursuant to the Agreement are for a term contemporaneous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Lender of Grantee or Grantee's assignees has certain rights regarding notice and right to cure in the event of default of Grantee under the Agreement, as well as other rights as set forth in the Agreement.
5. Assignment. Grantee's rights and obligations under the Agreement are assignable without Owner's prior written consent so long as written notice of such assignment is provided to Owner after such assignment is effective. Upon any assignment of all of Grantee's right, title and interest under the Agreement, the assigning Grantee shall automatically, without the need for any writing) be released from all of its obligations and liability under the Agreement, except for liabilities that accrued prior to the date of such transfer.
6. Non-Interference and Setback. To the extent permitted by law Owner has waived any and all setbacks and setback requirements which may be imposed by applicable law or by any person or entity, including any setback requirements prescribed in the zoning ordinance of the County or municipality (as applicable) or in any government ordinance, agreement or permit heretofore or hereafter issued to Grantee, such sublessee or such Affiliate. Owner has agreed not to engage in any activity that might interfere with Grantee's efforts to develop, construct or operate the Project or cause a decrease in the output or efficiency of the Project without the prior written consent of Grantee.
7. Subordination. The Agreement provides that from and after its effective date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject to (i) the Agreement and all of Grantee's rights, title and interests created thereby, (ii) any lien of any lender of Grantee's then in existence on the easement estate created by the Agreement, and (iii) Grantee's right to create a lien in favor of any lender of Grantee's.
8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

9. No Ownership. Owner shall have no ownership, lien, security or other interest in any of the Project installed on the Property, or except for as otherwise provided in the Agreement, any profits derived therefrom, and Grantee may remove any or all of the Project at any time.
10. Cooperation. Owner shall fully support and cooperate with Grantee in the conduct of construction and Operations, including in Grantee's efforts to obtain from any governmental authority or any other Person any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with construction and Operations. Without limiting the generality of the foregoing, in connection with any application by Grantee for a governmental permit, approval, authorization, entitlement or other consent, Owner agrees (and shall use reasonable efforts to cause any such other Person to agree) not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial or legislative level. Further, in the event of legal proceedings related to Grantee's use of the Property after the Effective Date, except those arising out of the interpretation and/or enforcement of the Agreement, Owner shall, in all respects, fully cooperate with Grantee in any such proceeding. Owner agrees that Grantee may provide this Memorandum of Easement Agreement in lieu of any affidavit of Owner or other form of Owner's consent (whether oral or written) that may be requested or required in connection with Grantee's efforts to obtain any environmental impact review, permit, entitlement, approval, authorization, agreement or other rights necessary or convenient in Grantee's discretion for the Project.
11. Counterparts. This Memorandum may be executed in two or more parts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.
12. Consideration. The consideration for owner's grant of the Easement Agreement is \$9,706.40, receipt of which is acknowledged by Owner.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

OWNER:

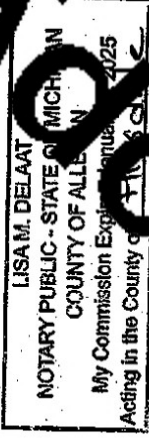
Carol A. Baker, as trustee of The Carol A. Baker Revokable Trust
dated May 19th, 2017 (a/k/a The Carol A. Baker Revocable Trust dated May 19th, 2017)

By: Carol A. Baker

Printed Name: Carol A. Baker

Title: Trustee

STATE OF Michigan § § §
COUNTY OF Hillsdale



This instrument was acknowledged before me by Carol A. Baker, and her successors, as trustee, of The Carol A. Baker Revokable Trust dated May 19th, 2017 (a/k/a The Carol A. Baker Revocable Trust dated May 19th, 2017), on behalf of said Trust, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 1st day of March, 2023.

Lisa Delaat, Notary Public
Allegan County, Michigan
Acting in the County of Hillsdale
My Commission Expires: 12-25-2025
(Notary Seal)

GRANTEE:**Heartwood Solar II, LLC**

a Delaware limited liability company

By: *Paul Harris*Name: PAUL HARRISTitle: VICE PRESIDENTNEW JERSEYSTATE OF ~~ILLINOIS~~COUNTY OF ~~COOK~~ HUDSON

This instrument was acknowledged before me by Paul Harris, Vice President of Heartwood Solar II, LLC, a Delaware limited liability company, on behalf of said company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 14 day of March, 2023.

Caitlin P. Reivers, Notary Public
Hudson County, Illinois
 Acting in the County of Cook
 My Commission Expires: 8/17/2025
 (Notary Seal)

Prepared by and after recording return to:

Toby Valentino
 Attn: Eastmont & Title Department
 Heartwood Solar II, LLC
 c/o Ranger Power

226 N. Morgan Street, Suite 200
 Chicago, Illinois 60607

Reference: Liber 1656, Page 0421
 Hillsdale County Register of Deeds

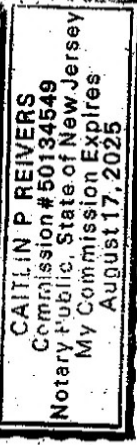


EXHIBIT "A" to
MEMORANDUM OF EASEMENT AGREEMENT

242.66 acres of land, more or less, in Hillsdale County, identified as follows:

Parcel Number: 30-06-034-300-008-34-5-3

Acreage: 41.82

Legal Description:

Parcel 4: All that part of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 34, Town 5 South, Range 3 West, Fayette Township, Hillsdale County, Michigan, described as: Commencing at the Southwest corner of said Section 34; thence running East on Section line, 80 rods; thence North to the center of Chicago Road; thence Southwesterly along the center of said Chicago Road to Section line between Sections 33 and 34; thence South of said Section line to the place of beginning.

AND

Parcel Number: 30-21-065-004-026

Acreage: 8.25

Legal Description:

Township of Fayette, County of Hillsdale, State of Michigan, to wit: Commencing at a point on the east line of Section 4, 29 rods and 10 links south of the north-east corner of said Section 4, running thence south, along said section line, 56 rods and 11 links to the southeast corner of the Northeast quarter of the Northeast quarter of said Section 4; thence west 23 rods and 7 links, then north 56 rods and 11 links; thence east 23 rods and 7 links to the place of beginning; supposed to contain $\frac{1}{4}$ acres of land, more or less.

AND

Parcel Number: 30-06-003-100-010-03-6-3

Acreage: 59.31

Legal Description:

Township of Fayette, County of Hillsdale, State of Michigan, to wit: The South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, EXCEPTING the West $15\frac{1}{2}$ acres, ALSO EXCEPTING commencing 495 feet East of the West $\frac{1}{4}$ post; thence East 340 feet; thence North 270 feet; then West 340 feet; thence South 270 feet, to Point of Beginning, containing 62.89 acres, more or less. Section 3, Town 6 South, Range 3 West.

AND

Parcel Number: 30-06-003-300-003-03-6-3

Acreage: 80.00

Legal Description:

Parcel 1: The East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3, and also the East $\frac{1}{4}$ of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 3; all being in Section 3, Township 6 South, Range 3 West, excepting therefrom existing highways.

AND

Parcel Number: 30-06-003-300-004-03-6-3

Acreage: 40.82

Legal Description:

Parcel 2: The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 3, in Town 6 South, Range 3 West. Excepting therefrom, commencing at the Northwest corner of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 3, Town 6 South, Range 3 West; thence East 340 feet; thence South 424 feet; thence West 340 feet; and thence North 424 feet to the place of beginning. ALSO EXCEPTING THEREFROM, the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 3, Town 6 South, Range 3 West, excepting: Commencing at the Northwest corner of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 3; thence East 340 feet; thence South 424 feet; thence West 340 feet; thence North 424 feet to the place of beginning.

AND

Parcel Number: 30-21-033-400-035-33-5-3

Acreage: 12.46

Legal Description:

Parcel 3: The North 18 acres of the following land: Commencing at the intersection of the Chicago Road and the Section line between Section 33 and 34 in Town 5 South Range 3 West; thence North along said Section line to the Northeast corner of the Southeast 1/4 of Section 33; thence West 16 chains and 16 links to the Northeast corner of land formerly owned by Susan E. McNally; thence South 10 chains and 50 links; thence East 42 links; thence South to the Chicago Road; thence Northeasterly along the Northerly line of the Chicago Road to the place of beginning. All of said land being in Section 33, Town 5 South, Range 3 West EXCEPT: Thence East 359.42 feet to the following described parcel of land; All that part of the North 1/4 of the Southeast 1/4 not platted in Section 33, Town 5 South, Range 3 West..