



HILLSDALE COUNTY MICHIGAN
MAY 18, 2023
RECEIPT # 237678

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REAL ESTATE

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STATE OF MICHIGAN - HILLSDALE COUNTY

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LIBER 1850 PAGE 0164

RECORDED 05/18/2023 09:27:19 AM 1 of 7

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 DALE A. BAKER, AS TRUSTEE OF THE DALE A. BAKER REVOCABLE TRUST DATED MAY 19th, 2017 (a/k/a The Dale 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 do hereby 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, and 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 audio, 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 subtenant 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 (A) 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, 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 the Restoration Obligations. All rights granted pursuant to the Agreement are for a continuous 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 any 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 Setbacks. To the extent permitted by law Owner has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or municipality (as applicable) or in any governmental entitlement 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 counterparts, 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 \$24,597.20, 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:

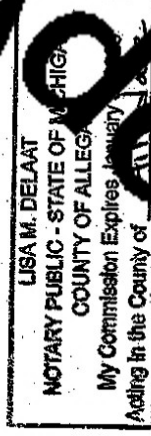
**DALE A. BAKER, AS TRUSTEE OF THE DALE A. BAKER REVOKABLE TRUST
DATED MAY 19th, 2017 (a/k/a The Dale A. Baker Revocable Trust dated May 19th, 2017)**

By: Dale A. Baker

Printed Name: DALE A. BAKER

Title: TRUSTEE

STATE OF Michigan §
COUNTY OF Hillsdale §



This instrument was acknowledged before me by DALE A. BAKER, AS TRUSTEE OF THE DALE A. BAKER REVOKABLE TRUST DATED MAY 19th, 2017 (a/k/a The Dale 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 27 day of March, 20 23

Lisa M. Delaat, Notary Public
Allegan County, Michigan
Acting in the County of Hillsdale
My Commission Expires: 1-3-2025
(Notary Seal)

GRANTEE:**HEARTWOOD SOLAR II, LLC**

a Delaware limited liability company

By: *Paul Harris*Name: PAUL HARRISTitle: VICE PRESIDENT

NEW JERSEY
 STATE OF ~~ILLINOIS~~ §
 HUDSON §
 COUNTY OF ~~COOK~~ §

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 June, 2023.

Caitlin P. Reivers, Notary Public
 Cook County, Illinois
 Acting in the County of Cook
 My Commission Expires: 8/17/2023
 (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 0419
 Hillsdale County Register of Deeds

CAITLIN P REIVERS
 Commission #50134549
 Notary Public, State of New Jersey
 My Commission Expires
 August 17, 2025

**EXHIBIT "A" to
MEMORANDUM OF EASEMENT AGREEMENT**

Description of Property

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

Parcel Number: 30-06-034-300-009-34-5-3 and 30-06-034-400-004-34-5-3

Acreage: 64.32 and 83.34

Legal Description:

Township of Fayette, County of Hillsdale, State of Michigan, to wit: All the Southwest 1/4 of the Northeast 1/4 of Section 34, Town 5 South, Range 3 West, lying South of the Chicago Road. ALSO, all of the West 1/2 of the Southeast 1/4 of Section 34, Town 5 South, Range 3 West, lying South of the Chicago Road. ALSO, all of the East 1/2 of the Southwest 1/4 of Section 34, Town 5 South, Range 3 West, lying South of the Chicago Road.

AND

Parcel Number: 30-06-003-200-004-03-6-3 and 30-06-003-400-001-03-6-3 and 30-06-002-100-001-02-6-3 and 30-06-035-300-004-35-5-3 and 30-06-002-400-003-34-5-3 and 30-06-003-200-003-03-6-3

Acreage: 163.92 and 75.50 and 68.39 and 30.00 and 30.00 and 1.03

Legal Description:

PARCEL #6

Township of Fayette, County of Hillsdale, State of Michigan, to wit: The South 30 acres of the east half of the Southeast quarter of Section 35, Township 3 North, Range 3 West, also the South 30 acres of the West half of the Southwest quarter of Section 35, being in Township 3 North, Range 3 West and containing 60 acres. ALSO: The West half of the Northwest fractional quarter of Section number 2; also, the Northeast fractional quarter and the West half of the Southeast quarter of Section number 3, all being in Township 6 South, Range 3 West, and containing 388-3/4 acres, more or less.

AND

Parcel Number: 30-06-003-100-001-03-6-3

Acreage: 64.09

Legal Description:

Township of Fayette, County of Hillsdale, State of Michigan, to wit: The North one-half of the Northwest fractional quarter of Section 3, Town 6 South, Range 3 West, containing 85 acres of land, more or less.

AND

Parcel Number: 30-21-065-004-027 and 30-06-003-100-002-03-6-3

Acreage: 4.67 and 4.67

Legal Description:

Land in the Village of Jonesville and in the Township of Fayette, described as follows: Part of the Southeast one-quarter of the Northeast one-quarter of Section 4, Town 6 South, Range 3 West, described as follows: Commencing at a point 80 rods North of the quarter post between Sections 3 and 4 and running thence West 330 feet; thence South to the North line of the Jonesville Baptist Church land, whose deed is recorded in Liber 386, page 175, thence East 330 feet, thence North to the point of beginning and containing 4.67 acres of land, more or less.

Also land in the Township of Fayette, described as follows: Part of the Southwest one-quarter of the Northwest one-quarter of Section 3, Town 6 South, Range 3 West, described as follows: Commencing at the Northeast corner of the Jonesville Baptist Church lands as recorded in deed in Liber 386, page 175, which point is 719.41 feet North of the quarter post between Section 3 and 4, thence East 30 rods; thence North to the North line of the Southwest one-quarter of the Northwest one-quarter of Section 3, thence West 30 rods to the Section line between Sections 3 and 4 and thence South to the point of beginning and containing 4.67 acres of land, more or less.