

CROSS-REFERENCE: Trustee's Deed dated 11/12/2004 and recorded as Instrument NO. 2004 096308 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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2019-087837

2019 Dec 19

8:41 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

Document is

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MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

NOT OFFICIAL!

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of September 19, 2019 (the "Effective Date"), between Van Kalker Family Limited Partnership, an Illinois Limited Partnership (together with its successors, assigns and heirs, "Owner"), whose address is 2225 Van Kalker Dr. Crete, IL 60417, and **INVENERGY SOLAR PROJECT DEVELOPMENT LLC** a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"); whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain SOLAR LEASE AND EASEMENT AGREEMENT dated September 19, 2019 (the "Agreement"), which affects the real property located in Lake County, Indiana, 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. The Agreement grants, and Owner hereby grants, Grantee, among other things, (a) the exclusive right to develop and use the Property, including, without limitation, for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (b) an exclusive easement to capture, use and convert the unobstructed solar flux over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term; and (c) an exclusive easement for electromagnetic, audio, visual, glare, electrical or radio interference attributable to the Solar Facilities or Site Activities. The Agreement contains, among other things, certain Owner and third party use and development restrictions on the Property.

3. The Agreement shall be for an initial term of seven (7) years, a construction term, a first extended term of twenty-five (25) years and second extended term of twenty-five (25) years if the terms and conditions of the Agreement are met.

4. 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 for the purposes set forth herein and for providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein.

FILED

DEC 17 2019

JOHN E. PETALUS
LAKE COUNTY AUDITOR

044458

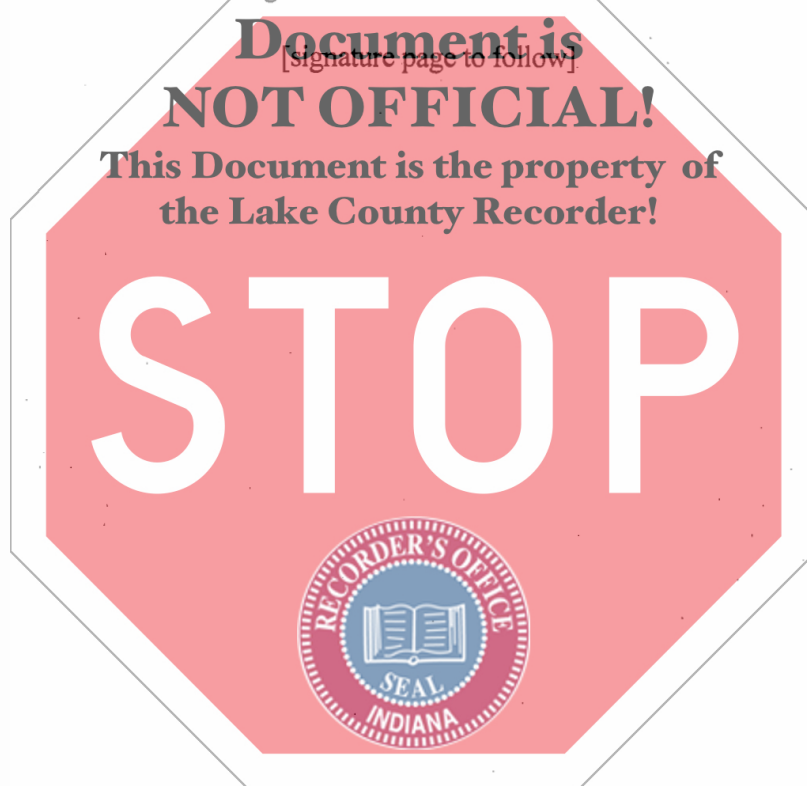
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This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.

6. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Solar Facilities at any time.

7. 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.



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

OWNER:

Van Kalker Family Limited Partnership, an Illinois Limited Partnership

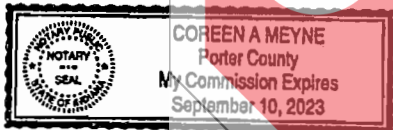
By: *John E. Van Kalker*
Name: John E. Van Kalker
Title: President

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STATE OF INDIANA **This Document is the property of
COUNTY OF LAKE the Lake County Recorder!**

Personally came before me this 19th day of September, 2019,
John E. Van Kalker who executed the foregoing instrument as President of the Van Kalker
Family Limited Partnership, an Illinois Limited Partnership, and acknowledged the same.

(SEAL)



Coreen A. Meyne
Notary Public, State of Indiana
County of Porter
My Commission Expires: 9.10.23

GRANTEE:

**Invenergy Solar Project Development LLC,
a Delaware limited liability company**

By: _____

Name: Jonathan A. Saxon
Vice President

Title: _____

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ACKNOWLEDGMENT OF GRANTEE

STATE OF ILLINOIS

COUNTY OF COOK

**This Document is the property of
the Lake County Recorder!**

Personally came before me this 11 day of October, 2019.
Jonathan A. Saxon who executed the foregoing instrument as vice president
of Invenergy Solar Project Development LLC, and acknowledged the same.

(SEAL)

ERIKA ARIAS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Oct 31, 2022



Erika Arias
Notary Public, State of Illinois
County of Cook
My Commission Expires: Oct 31, 2022

**EXHIBIT A
Description of the Property**

<u>Parcel Number</u>	<u>County</u>	<u>Town/Range</u>	<u>Section</u>	<u>Acreage</u>
45-24-12-100-001.000-012	Lake	32N/8W	12	317.647
			Total	317.647

Legal Descriptions

That part of the Northwest Quarter of Section 7, Township 32 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, lying West of the existing centerline of paved road known as Range Line Road (Clay Street), bounded and described as follows: Commencing at the point of intersection of the center line of Brown Ditch and the West line of the Northwest Quarter of said Section 7; thence North 2 degrees 01 minute 03 seconds West on the West line of said Northwest Quarter of Section 7, a distance of 330.0 feet to a point of beginning, said point of beginning being more particularly described as a point 1318.14 feet South of the (as measured on the West line of said Northwest Quarter of Section 7) Northwest corner of said Northwest Quarter of Section 7; thence continuing North 2 degrees 01 minute 03 seconds West on the West line of the Northwest Quarter of said Section 7, a distance of 1318.14 feet to the Northwest corner of said Section 7; thence Easterly on the North line of said Section, a distance of 72.60 feet to a point in the center line of an existing 22.0 feet black top road (known as Range Line Road) as located on February 26, 1996; thence South 2 degrees 30 minutes 30 seconds East on the center line of said existing 22 foot black top road, a distance of 1318.58 feet to a point on a line drawn North 89 degrees 59 minutes 14 seconds East from the point of beginning, (said line drawn North 89 degrees 59 minutes 14 seconds East being a line drawn parallel to the North line of Section 12, Township 32 North, Range 8 West of the Second Principal Meridian; thence South 89 degrees 59 minutes 14 seconds West a distance of 83.91 feet to the point of beginning), in Lake County, Indiana.

And,

All of Section 12, Township 32 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana (except that portion taken for Interstate Highway I-65), and excepting therefrom the following described parcels:

FINAL

Part of the East 1/2 of the Northeast 1/4 of Section 12, Township 32 North, Range 8 West of the 2nd Principal Meridian, described as follows: Beginning at the intersection of the center line of Range Line Road ~~LA~~ described in Commissioner's Record Book 23, page 48, in Lake County, Indiana, and the center line of Brown Ditch; thence North along the center line of said described Range Line Road, a distance of 330.00 feet; thence North 87 degrees 59 minutes 11 seconds West along a line parallel to the North line of said Section 12, a distance of 340.04; thence South along a line parallel to said center line of Range Line Road, a distance of 439.10 feet to the center line of Brown Ditch; thence North 74 degrees 02 minutes 45 seconds East along the center line of Brown Ditch to the place of beginning.

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STOP

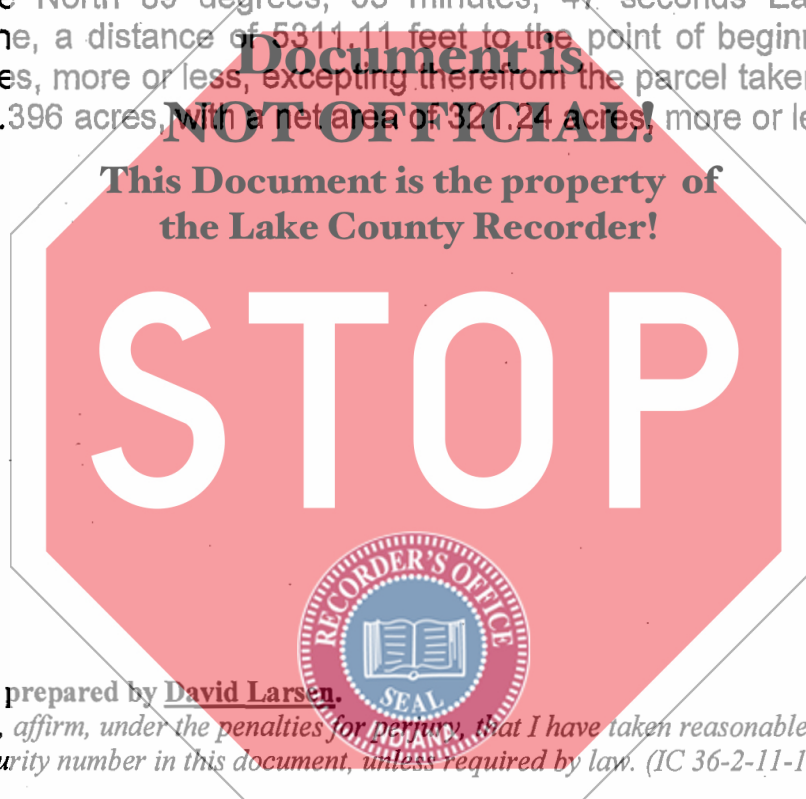
Part of the East Half of the Northeast 1/4 of Section 12, Township 32 North, Range 8 West of the 2nd P.M. described as follows: Beginning at the Northeast corner of said Section; thence South along the East of said Section a distance of 74.11 feet to the true point of beginning; thence South along the East line of said Section 220 feet thence S 87 degrees 12 minutes 35 seconds W a distance of 217.63 feet; thence North along a line parallel with and 217.37 feet West of the East line of said Section a distance of 220.00 feet; thence N 87 degrees 12 minutes 35 seconds E a distance of 217.63 feet to the true point of beginning, containing 1.099 acres, more or less, in Lake County, Indiana.

Part of the East Half of the Northeast Quarter of Section 12, Township 32 North, Range 8 West of the Second Principal Meridian described as follows: Beginning at the Northeast corner of said Section; thence South along the East line of said Section a distance of 1961.16 feet to the true point of beginning; thence South along the East line of said Section a distance of 185.27 feet; thence North 87 degrees 12 minutes 35 seconds West a distance of 249.25 feet; thence North along a line parallel with and 249.25 feet West of the East line of said Section a distance of 164.22 feet; thence North 87 degrees 12 minutes 35 seconds East a distance of 249.41 feet to the true point of beginning, containing one (1) acre, more or less, in Lake County, Indiana.

Also Except,

All that part of Section 12, Township 32 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana bounded and described as follows:

Commencing at the Northeast corner of said Section 12, thence South 02 degrees, 01 minutes, 03 seconds East, on the East line of said Section 12, a distance of 2645.96 feet to a point at the East 1/4 corner of Section 12 and the point of beginning; thence continuing South 02 degrees, 01 minutes, 03 seconds East on the East line of said Section 12, a distance of 2645.96 feet to the Southeast corner of said Section 12, thence South 89 degrees, 53 minutes, 47 seconds West on the South line of said Section 12 a distance of 5317.81 feet to the Southwest corner of said Section 12, thence North 01 degrees, 52 minutes, 22 seconds West on the West line of said Section 12, a distance of 2645.75 feet to a point, said point being on a line drawn parallel to the South line of said Section 12 and having a bearing of North 89 degrees, 53 minutes, 47 seconds East, thence North 89 degrees, 53 minutes, 47 seconds East, on the last described line, a distance of 5311.11 feet to the point of beginning, containing 322.636 acres, more or less, excepting therefrom the parcel taken for I-65, being an area of 1.396 acres, with a net area of 321.24 acres, more or less.



This document prepared by David Larsen.

I, David Larsen, affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (IC 36-2-11-15d)

After recording return to:

Invenegy Solar Project Development LLC, One South Wacker Drive, Suite 1800, Chicago, Illinois 60606

ATTN: Land Administration