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**CROSS-REFERENCE:** Corrective Trustee's Deed dated 04/30/2015 and recorded as Instrument No. 2015-046083; Warranty Deed dated 04/30/2015 and recorded as Instrument No. 2015-046084; and Warranty Deed dated 02/11/2015 and recorded as Instrument No. 2015-009842 in the office of the Recorder of Lake County, Indiana.

**2020-028132**

**2020 May 21 9:50 AM**

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

THIS SPACE FOR RECORDERS USE ONLY

**MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT**

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**STOP**

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of February 17, 2020 (the "Effective Date"), between Ronald L. Hoffman Farms, LLC, an Indiana limited liability company (together with its successors, assigns and heirs, "Owner"), whose address is 4242 E. 181<sup>st</sup> Ave., Hebron, IN 46341, 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 February 17, 2020 (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 and hereunder. 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. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

**FILED**

**MAY 20 2020**

**JOHN E. PETALAS  
LAKE COUNTY AUDITOR**

Form #062115

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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.

[signature page to follow]

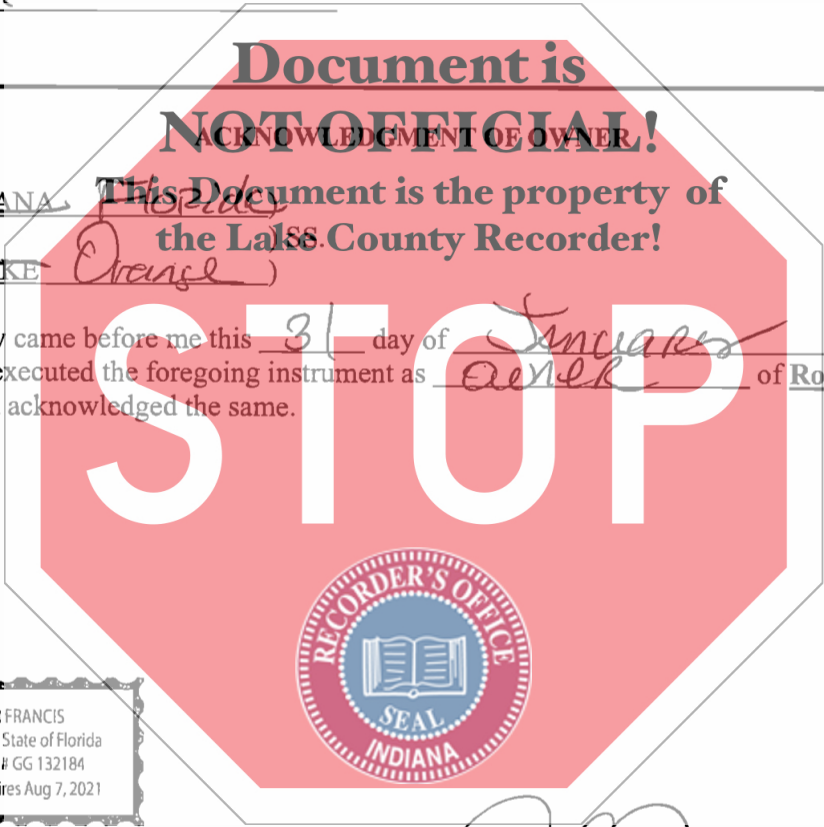


IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

**OWNER:**

Ronald L. Hoffman Farms, LLC,  
An Indiana limited liability company

By: Ronald L. Hoffman  
Name: Ronald L. Hoffman  
Title: OWNER



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ACKNOWLEDGMENT OF OWNER

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

Personally came before me this 31 day of January, 2020 ~~Ronald L. Hoffman~~ who executed the foregoing instrument as owner of **Ronald L. Hoffman Farms, LLC**, and acknowledged the same.

(S E A L)



Name: JFO  
Notary Public  
County of Orange  
State of Florida  
My Commission Expires: Aug 7, 2021

**GRANTEE:**

Invenergy Solar Project Development LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Jonathan A. Saxon  
Title: Vice President

STATE OF ILLINOIS )  
COUNTY OF COOK )

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ACKNOWLEDGMENT OF GRANTEE  
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**the Lake County Recorder!**

Personally came before me this 17 day of February, 2020,  
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



Name: Erika Arias  
Notary Public,  
County of Cook  
State of Illinois  
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>
45-21-16-400-005.000-012	Lake	33N/7W	16	125.081
45-21-06-100-005.000-012	Lake	33N/7W	6	40.958
45-20-25-300-010.000-012	Lake	33N/8W	25	20.000
			<b>Total</b>	<b>186.039</b>

Legal Descriptions

The Southeast Quarter of Section 16, Township 33 North, Range 7 West of the 2nd P.M., EXCEPTING THEREFROM the South 594.02 feet of the East 220 feet of the West 1340 feet containing 132 acres more or less (except the North 800 feet of the East 1,292.25 feet thereof and except the South 743 feet of the West 1,120 feet thereof) in Lake County, Indiana. Key No. 5-28-18

Parcel ID: 45-21-16-400-005.000-012; AND  
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That part of the North Half (N ½) of the Northwest Quarter (NW ¼) of Section Six (6), Township Thirty - three (33) North, Range Seven (7) West of the Second Principal Meridian in Lake County, Indiana, lying Westerly of the center line of Stony Run Ditch, except the North 165 feet of the West 264 feet thereof, and also except the South 165 feet of the West 528 feet thereof,

AND ALSO EXCEPT a parcel described as: Commencing at the Southwest (SW) corner of said North Half (N ½) of the Northwest Quarter (NW ¼) of said Section; thence Northerly along the West line of said North Half (N ½) a distance of 610 feet to the place of beginning; thence Easterly on a line parallel to the South line of said North Half (N ½) 175 feet; thence Northerly on a line parallel to the West line of said North Half (N ½) 165 feet; thence Westerly on a line parallel to the South line of said North Half (N ½) 175 feet to the West line of said North Half (N ½); thence South along said West line of said North Half (N ½) a distance of 165 feet more or less, to the place of beginning; containing .66 acre, more or less;

AND ALSO EXCEPTING the East 55 feet and the North 41.60 feet (except the East 55 of the North 41.60 feet) of the following described parcel: A part of the North ½ of the Northwest ¼ of Section 6, Township 33 North, Range 7 West of the Second Principal Meridian, Lake County, Indiana, more particularly described as follows: Commencing at the Northwest corner of said Section 6, thence South 00 degrees, 00 minutes, 00 seconds West, along the West line of

00 minutes, 00 seconds East, 230 feet; thence South 00 degrees 00 minutes, 00 seconds West, parallel with the West line of said Section 6, 206.84 feet; thence South 90 degrees, 00 minutes, 00 seconds West, 230 feet to the West line of said Section 6; thence North 90 degrees, 00 minutes, 00 seconds East, along said Section line 206.84 feet to the Point of Beginning, containing 1.0692 acres more or less and subject to all road rights of way, easements and restrictions of record or implied, if any.

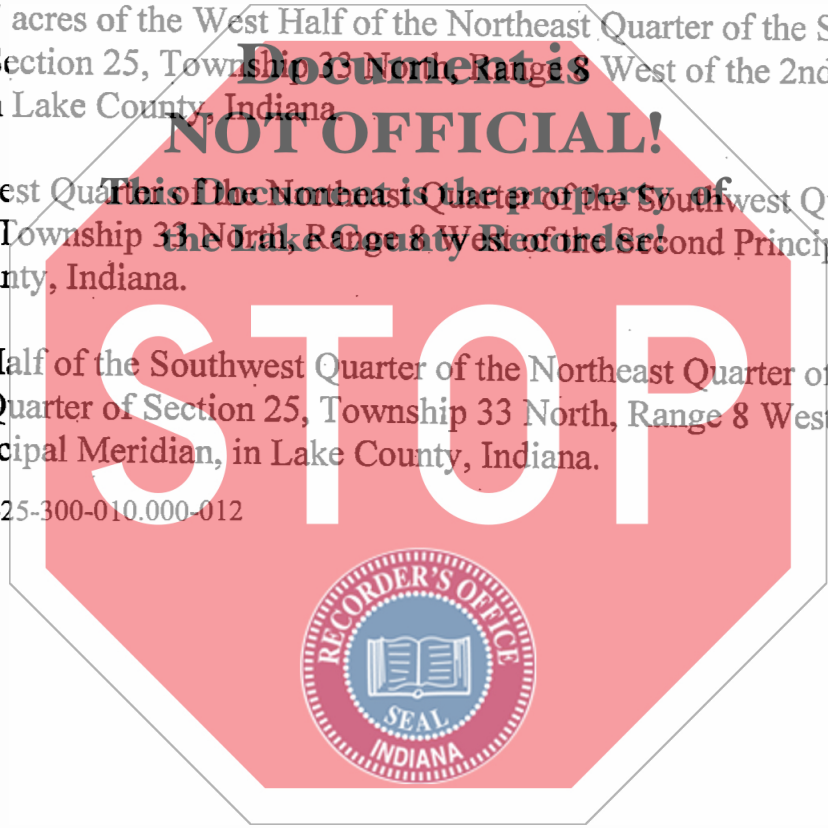
Parcel ID: 45-21-06-100-005.000-012; AND

The South 5 acres of the West Half of the Northeast Quarter of the Southwest Quarter of Section 25, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana.

The Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 25, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

The North Half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 25, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

Parcel ID: 45-20-25-300-010.000-012



**This document prepared by Chad Joseph Stumph.**

*I, Chad Joseph Stumph, 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:**

Invenergy Solar Project Development LLC, One South Wacker Drive, Suite 1800, Chicago, IL 60606  
ATTN: Land Administration