

CROSS-REFERENCE: Deed in Trust dated 01/21/1982 and recorded as Instrument No. 1982-656967; Trustee Deed dated 12/23/1983 and recorded as Instrument No. 1983-738918; and Trustee Deed dated 02/16/1984 and recorded as Instrument No. 1984-745693 in the office of the Recorder of Lake County, Indiana.

2020-028134

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

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 and David A. Hoffman, as Co-Trustees of the Edna J. Hoffman Land Trust (together with its successors, assigns and heirs, "Owner"), whose address is 4024 E. 181st 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

FILED

MAY 20 2020

JOHN E. PETALAS
LAKE COUNTY AUDITOR

001485

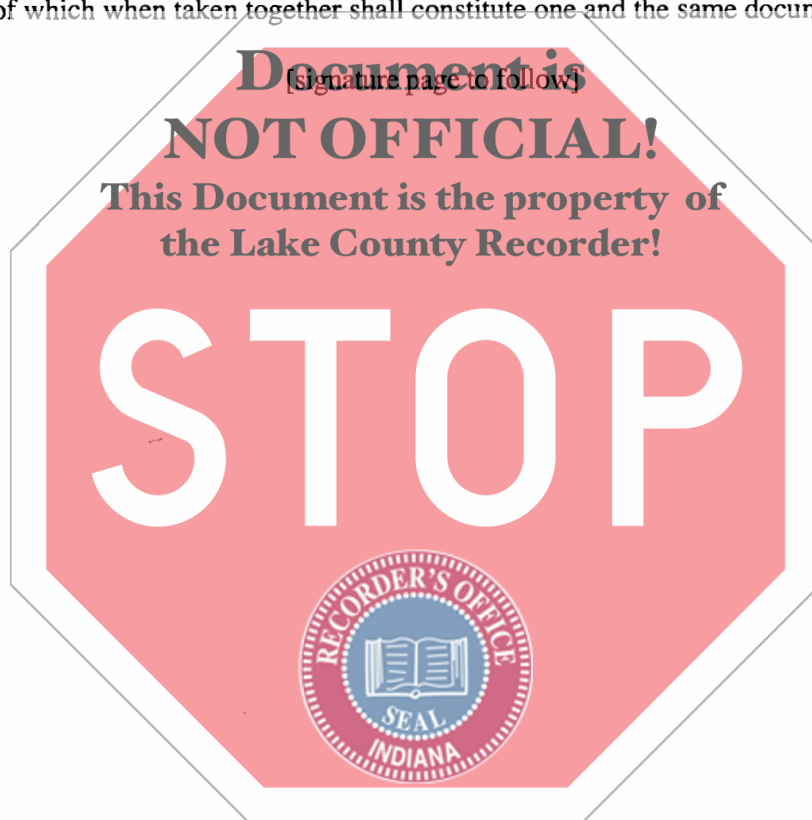
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herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

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:

Edna J. Hoffman Land Trust

By: Ronald L. Hoffman
Name: Ronald L. Hoffman
Title: Co-Trustee

STATE OF Florida
COUNTY OF Orange

Document is NOT OFFICIAL!
ACKNOWLEDGMENT OF OWNER
This Document is the property of the Lake County Recorder!

Personally came before me this 31 day of January, 2020 Ronald L. Hoffman who executed the foregoing instrument as Co-Trustee of the Edna J. Hoffman Land Trust, and acknowledged the same.

(SEAL)



Name: [Signature]
Notary Public
County of Orange
State of Florida
My Commission Expires: Aug. 7, 2021

OWNER:

Edna J. Hoffman Land Trust

By: *David A Hoffman*
Name: David A. Hoffman
Title: Co-Trustee

ACKNOWLEDGMENT OF OWNER

STATE OF INDIANA

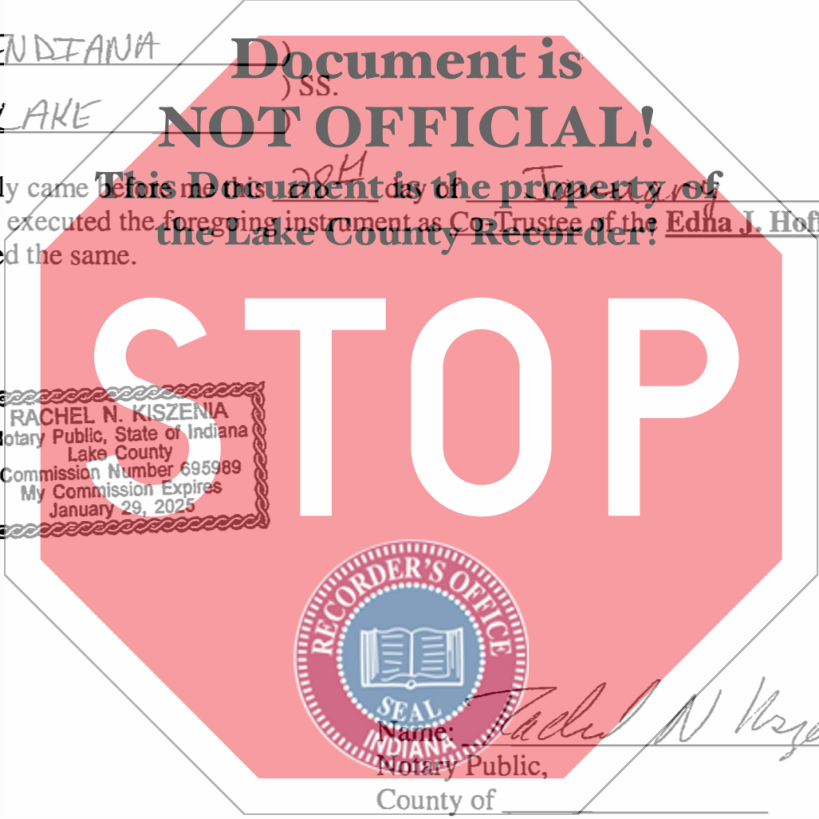
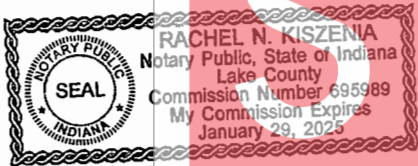
COUNTY OF LAKE

**Document is
) ss.
NOT OFFICIAL!**

Personally came before me this 28th day of January, 2020, David A. Hoffman who executed the foregoing instrument as Co-Trustee of the Edna J. Hoffman Land Trust, and acknowledged the same.

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

(S E A L)



Name: *Rachel N Kiszenia*
Notary Public,
County of _____
State of _____
My Commission Expires: _____

GRANTEE:

Invenergy Solar Project Development LLC,
a Delaware limited liability company

By: _____
Name: Jonathan A. Saxon
Title: Vice President

ACKNOWLEDGMENT OF GRANTEE

STATE OF ILLINOIS
COUNTY OF COOK

**Document is
NOT OFFICIAL!**

**This Document is the property of
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)

STOP

**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>
45-20-24-400-003.000-012	Lake	33N/8W	24	109.703
45-21-30-100-001.000-012	Lake	33N/7W	30	17.000
			Total	126.703

Legal Descriptions

The East Half of the Southeast Quarter of Section 24, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

Also the East Half of the West Half of the Southeast Quarter of Section 24, Township 33 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana.

EXCEPTING

1.) A parcel of land in the East Half of the Southeast Quarter of Section 24, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Southeast corner of said Section 24; thence West along the South line of said Section 24 a distance of 1,020 feet to a point which is the place of beginning; thence continuing along the said South line of said Section 24 a distance of 200 feet to a point; thence North along a line parallel to the East line of said Section 24 a distance of 240 feet to a point; thence East along a line parallel to the South line of said Section 24 a distance of 200 feet to a point; thence South along a line parallel to the East line of said Section 24 a distance of 240 feet to the place of beginning.

2.) A parcel of land in the East Half of the Southeast Quarter of Section 24, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Southeast corner of said Section 24; thence West along the South line of said Section 24 a distance of 1,220 feet to a point which is the place of beginning; thence continuing along the said South line of said Section 24 a distance of 200 feet to a point; thence North along a line parallel to the East line of said Section 24 a distance of 240 feet to a point; thence East along a line parallel to the South line of said Section 24 a distance of 200 feet to a point; thence South along a line parallel to the East line of said Section 24 a distance of 240 feet to the place of beginning.

3.) Part of the Southeast Quarter of Section 24, Township 33 North, Range 8 West of the Second Principal Meridian, situated in Lake County, State of Indiana, and being more particularly described as follows: Beginning at the Southeast corner of the Southeast Quarter of said Section 24; thence South 89°54'27" West along the South line of the Southeast Quarter of said Section 24 a distance of 118.47 feet to the True Point of Beginning of this description; thence continuing South 89°54'27" West along the South line of the Southeast Quarter of said Section 24 a distance of 230.54 feet to a point; thence North 49°30'04" West a distance of 2196.45 feet to a point on the East line of the West Half of the West Half of the Southeast Quarter of said Section 24, said point being North 0°22'56" West a distance of 1429.15 feet from the Southeast corner of the West Half of the West Half of the Southeast Quarter of said Section 24; thence North 0°22'56" West along the East line of the West Half of the West Half of the Southeast Quarter of said Section 24 a distance of 198.40 feet to a point; thence South 49°30'04" East a distance of 2501.35 feet to the true point of beginning of this description.

Parcel ID: 45-20-24-400-003.000-012; AND

The West part of the Northwest Quarter of the Northwest Quarter of Section 30, Township 33 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING therefrom a parcel in the Southwest corner thereof 495 feet North and South and 352 feet East and West, said exception containing 4 acres, in Lake County, Indiana.

Parcel ID: 45-21-30-100-001.000-012

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

