

# NOT AN OFFICIAL DOCUMENT

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GINA PIMENTEL  
RECORDER  
2022-012335  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
8:31 AM 2022 Apr 7

**CROSS REFERENCE:**

Memorandum of Solar Lease and Easement Agreement dated September 19, 2019 and recorded December 19, 2019 as Instrument No. 2019-087837; First Amendment to Wind (sic) Lease and Easement Agreement dated February 17, 2020 and recorded March 12, 2020 as Instrument No. 2020-017099; Assignment and Assumption Agreement dated March 10, 2021 and recorded March 18, 2021 as Instrument No. 2021-500107 in the Office of the Recorder of Lake County, Indiana.

**Prepared by and After recording return to:**

Foundry Works Solar Energy LLC  
c/o Invenergy LLC  
One South Wacker Drive, Suite 1800  
Chicago, Illinois 60606  
ATTN: Land Administration

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**SECOND AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT**

THIS SECOND AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT (this "Second Amendment") is made, dated as of March 3<sup>rd</sup>, 2022, by and between Van Kalker Family Limited Partnership, an Illinois limited partnership (together with their transferees, successors and assigns, "Owner"), and Foundry Works Solar Energy LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Second Amendment.

**WITNESSETH:**

WHEREAS, Grantee and Owner are parties to that certain Solar Lease and Easement Agreement dated September 19, 2019, as evidenced by that certain Memorandum of Solar Lease and Easement Agreement recorded on December 19, 2019 as Instrument No. 2019-087837 in the Official Public Records of Lake County, Indiana; as amended by that certain First Amendment to Wind (sic) Lease and Easement Agreement (the "First Amendment") dated February 17, 2020 and recorded March 12, 2020 as Instrument No. 2020-017099 in the Official Public Records of Lake County, Indiana; as modified by that certain Assignment and Assumption Agreement (the "Assignment") dated March 10, 2021 and recorded March 18, 2021 as Instrument No. 2021-500107 in the Official Public Records of Lake County, Indiana (collectively, the "Agreement"), as such property is more particularly described in Exhibit A hereto.

WHEREAS, Grantee and Owner desire to amend the Agreement on the terms and conditions as provided below.

**FILED**

APR 06 2022

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

35 cc  
CJH 10/10/22  
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NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantee and Owner hereby agree that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.
2. **Legal Description.** Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the Exhibit A attached hereto.
3. **Ratification.** Except as set forth in this Second Amendment, all of the terms, covenants, and conditions of the Agreement and all the rights and obligations of Owner and Grantee thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised, or changed.
4. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[Signature Pages to Follow]

Property of Lake County Recorder

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IN WITNESS WHEREOF, the parties hereto having due authorization on behalf of their respective entities have executed this Second Amendment as of the day and year set forth above.

Grantee:

Foundry Works Solar Energy LLC

By: [Signature]

Name: Michael Kaplan

Title: Vice President

### ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF COOK ) ss.

Personally came before me this 3<sup>rd</sup> day of March, 2022,  
Michael Kaplan, the \_\_\_\_\_,  
of Foundry Works Solar Energy LLC, who executed the foregoing instrument, and acknowledged the same on behalf of the entity.

(S E A L)

Signature: Melanie Frank  
Printed Name: Melanie Frank  
Notary Public, State of Illinois  
My Commission Expires: 6/3/2023  
County of Residence: COOK



Notary of Lake County Recorder

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**Owner:**

**Van Kalker Family Limited Partnership,**  
an Illinois limited partnership

By: [Signature]  
Name: Ronald Van Kalker  
Title: president

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
) ss.  
COUNTY OF LAKE )

Personally came before me this 24<sup>th</sup> day of FEBRUARY, 2020,  
RONALD VAN KALKER, the PRESIDENT  
of Van Kalker Family Limited Partnership, who executed the foregoing instrument, and acknowledged the same on behalf of the entity.

(SEAL)

Signature: [Signature]  
Printed Name: COLLEEN A. MEYNE  
Notary Public, State of INDIANA  
My Commission Expires: SEPT. 10, 2023  
County of Residence: Pike



*This document prepared by Tiffany N. Morris.  
I, Tiffany N. Morris, 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:**  
Foundry Works Solar Energy LLC  
c/o Invenergy LLC  
One South Wacker Drive, Suite 1800  
Chicago, Illinois 60606  
ATTN: Land Administration

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## EXHIBIT "A" Legal Description

<u>Parcel Number</u>	<u>County</u>	<u>Town/Range</u>	<u>Section</u>	<u>Acreage</u>
45-21-19-300-009.000-012	Lake	33 N / 7 W	19	145.67
			<b>Total</b>	<b>145.67</b>

### Legal Description

#### **Parcel No. 45-21-19-300-009.000-012:**

Part of the Southeast Quarter of the Fractional Southwest Quarter of Section 19, Township 33 North, Range 7 West of the Second Principal Meridian in Lake County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of said Fractional Southwest Quarter; thence South 90 degrees 00 minutes West, along the South line of said Southwest Quarter, 245.76 feet to the Southwest corner of a tract of land conveyed to Richard Kreis by Warranty Deed dated <9 18, 1995 and recorded September 21, 1995, as Instrument Number 95056732 in the Lake County Recorder's Office, which point is the true point of beginning hereof; thence continuing South 90 degrees 00 minutes West, along said South line, 345.0 feet; thence North 00 degrees 00 minutes East, at right angles from said South line, 355.0 feet; thence North 90 degrees 00 minutes East, parallel with said South line, 345.0 feet; thence South 00 degrees 00 minutes West, 355.0 feet to the point of beginning.

EXCEPTING THEREFROM that part conveyed to Karl M. Kelly and Cynthia S. Kelly, husband and wife by Partnership Warranty Deed recorded as Instrument Number 2008 007438, described as follows:

Part of the Southeast Quarter of the Fractional Southwest Quarter and the West Half of the West Half of the West Half of the Southeast Quarter of Section 19, Township 33 North, Range 7 West of the Second Principal Meridian in Lake County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 19; thence North 90 degrees 00 minutes 00 seconds East, along the South line thereof, 334.24 feet to the Southeast corner of the West Half of the West Half of the West Half of said Southeast Quarter; thence North 01 degrees 44 minutes 57 seconds West, along the East line of said West Half of the West Half of the West Half, 264.0 feet to the Northeast corner of a tract of land conveyed to Richard Kreis by Warranty Deed dated September 18, 1995 and recorded September 21, 1995 as Document number 95056732 in the Lake County Recorder's Office, which point is the true point of beginning hereof; thence North 90 degrees 00 minutes 00 second West, along the North line of said Kreis tract and parallel to the South line of said Section 19, a distance of 571.94 feet to the Northwest corner of said Kreis tract; thence North 00 degrees 00 minutes 00 seconds East, 91.12 feet to a point on a line that is parallel to and 355.0 feet (by perpendicular measure) North of the South line of said Section 19; thence North 90 degrees 00 minutes 00 seconds West, along said parallel line, 195.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 180.00 feet to a point on a line that is parallel to and 535.0 feet (by perpendicular measure) North of the South line of said Section 19; thence North 90 degrees 00 minutes 00 seconds East, along said parallel line, 758.66 feet to a point on the East line of the West Half of the West Half of the West Half of the Southeast Quarter of said Section 19; thence South 01 degrees 44 minutes 57 seconds East, along said East line, 271.25 feet to the point of beginning.