Changes to note in Lease Documents:

- When George and Pauline Hoffman signed the lease option, the parcel was number 060609300016. This parcel has been retired and replaced with parcel number 060609300019.
- Shirley M. Lucas was the owner of 060605100018 and 060605100001 when the Option Agreement for Easement and Grant of Easement was signed. She sold one tract to Nolan Hoffman and the PINS were changed to 060605100023 (Nolan Hoffman) and 060605100024 (Shirley Lucus). The option runs with the land and covers both new parcels.
- Bank of Pontiac as Trustee of Trust Number 2101 dated July 31, 1990 parcel 060622100001 taxes are being paid by Christine Ann Gravesen.
- Alice Ann Ahlerich is the new owner for parcels 060609100014 and 060609200005 covered under the Option Agreement for Easement and Grant of Easement for Roger J. Tambling, as Successor Trustee under a Declaration of Trust dated the 1<sup>st</sup> day of September, 1979, known as the Russell J. Tambling Living Trust.
- Bank of Pontiac, as Trustee of Trust Number 2101 dated July 31, 1990, by John Marshall, Trust Christine Ann Gravesen is who is shown paying the taxes. She appears to be the new beneficiary of this Trust.

## 2021R-06029

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 12/08/2021 01:40:58 PM KRISTY A MASCHING COUNTY CLERK & RECORDER

<b>RECORDER'S AUTOMATION FEE</b>	12.00
GIS MAINTENANCE FEE	20.00
RHSPS FEE	9.00
RECORDING FEE	17.00
DOC STORAGE FEE	5.00
PAGES: 25	

#### PREPARED BY AND AFTER RECORDING RETURN TO: Illinois Generation LLC c/o General Counsel

1088 Sansome Street San Francisco, CA 94111

## EASEMENT OPTION AND EASEMENT AGREEMENT (Electrical Transmission and Distribution System)

This EASEMENT OPTION AND EASEMENT AGREEMENT (Electrical Transmission and Distribution System) (this "Agreement") is entered into and made effective as of the <u></u> day of <u>December</u>, 20<u>21</u> (the "Effective Date"), by and between David M. Arends and Jane K. Arends husband and wife ("Grantor"), whose mailing address is 19601 West 1000 South Road, Reddick, Illinois 60961, and Illinois Generation LLC, a Delaware limited liability company ("Grantee"), whose mailing address is 1088 Sansome Street, San Francisco, CA 94111. Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Grantor is the owner of that certain real property situated in Livingston County (the "**County**"), Illinois, being parcel identification number(s) 06-06-24-200-001 and being more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, Grantee, as a "Commercial Wind Energy Facility Owner", is interested in installing, constructing, maintaining and operating one or more solar and/or wind and electrical energy generation project(s) and/or power storage project(s) on real property situated adjacent to and/or in the vicinity of the Property (whether one or more, the "**Project**"); and

WHEREAS, Grantee has identified the Property as suitable land within which to install, construct, maintain and operate an electrical energy transmission and distribution system (all as said system is more particularly described and defined in <u>Section 6</u> below) in connection with any such Project; and

1

WHEREAS, Grantee desires to acquire the irrevocable, exclusive right and option (but not the obligation) to obtain from Grantor an easement for the purposes of installing, constructing, maintaining and operating such electrical energy transmission and distribution system, including roads and related improvements, upon, over, above, under, across, through and within the Property, and Grantor desires to grant such irrevocable, exclusive right and option to Grantee on the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and such compensation and terms as separately negotiated in that certain unrecorded Letter Agreement (the "Letter Agreement") by and between Grantor and Grantee of even date hereof, Grantor and Grantee do hereby agree as follows:

1. **Grant of Easement Option; Right-of-Entry.** Grantor hereby grants to Grantee the irrevocable, exclusive right and option (the "**Option**") to have an exclusive easement for electrical energy transmission and distribution purposes upon, over, above, under, across, through and within the Property (the "**Easement**") in connection with any such Project. In addition, Grantor hereby grants to Grantee a license and right-of-entry upon, over, above, under, across, through and within the Property during the Option Term (as defined in <u>Section 2</u> below) for Grantee and its affiliates and its and their employees, consultants, agents and representatives to access and enter the Property for the purposes of conducting inspections, tests, studies and other activities reasonably related to Grantee's inspection, investigation and assessment of the Property's suitability for Grantee's business purposes.

2. **Option Term.** This Agreement and the Option granted herein shall have an initial term of three (3) years from the Effective Date (the "**Initial Term**"). Grantee shall have the right, in its sole and absolute discretion, to extend the Initial Term for one (1) additional period of two (2) years (the "**Extended Term**"). The Initial Term and, if it occurs, the Extended Term are referred to herein collectively as the "**Option Term**". If and when Grantee extends the Option for the Extended Term, which may occur at any time during the Initial Term, Grantee shall do so by providing Grantor with written notice of such extension (an "**Extension Notice**"). The deadline for providing any Extension Notice shall be 5:00 p.m. Pacific Time on the last day of the Initial Term, and electronic delivery of the Extension Notice shall be sufficient and of full force and effect.

3. <u>Termination Right</u>. Notwithstanding any other provision(s) to the contrary that may be contained elsewhere in this Agreement, Grantee shall have the right to terminate, for any reason or for no reason, (i) the Option and this Agreement at any time during the Option Term and/or (ii) the Easement and this Agreement at any time during the Easement Term (as defined in <u>Section 5</u> below), by giving at least five (5) days' prior written notice to Grantor of such termination.

4. Exercise of Easement Option; Easement Effective Date. Grantor hereby grants the Easement to Grantee, but with such Easement becoming effective only if and when Grantee elects to exercise the Option by executing and recording, at Grantee's expense, in the real property and/or official public records of Livingston County, Illinois (the "Official Records"), a "Notice of Exercise of Option for Easement" in the form set forth in Exhibit B attached hereto and made a part hereof (the "Notice of Exercise, the Easement shall automatically be in full force and effect and shall be deemed effective as of the recording date of the Notice of Exercise (the "Easement Effective Date"), except that the Option and Option Term shall be deemed to have expired on the Easement Effective Date; and (ii) other than the Notice of Exercise being executed and recorded by Grantee, no documentation or other instrument is required to be entered into or recorded by the Parties in order to give full force and effect to the Easement and all the provisions,

terms and conditions contained in this Agreement (except as to the Option and Option Term). Grantee shall provide a recorded copy of the Notice of Exercise to Grantor.

5. <u>Easement Term</u>. The term of the Easement shall be for a period of fifty-three (53) years from and after the Easement Effective Date (the "Easement Term") unless sooner terminated in accordance with <u>Section 3</u> above or otherwise.

#### 6. **Transmission and Distribution System.**

- a. Grantee shall have the right to, at any time and from time to time during the Easement Term, erect, construct, install, reconstruct, relocate, move, maintain, operate, inspect, patrol, repair, replace, improve, alter, upgrade, dismantle, demolish and/or remove an electrical energy transmission and distribution system within the Easement Area which will be substantially within the Preliminary projected corridor as depicted on the map attached as **Exhibit D** hereto, consisting of one or more transmission and distribution systems and a variable number of conductors, junction boxes, splice boxes, insulators, wires and cables, guy lines (as necessary, and with consideration to keeping guy lines away from cropland as much as possible), but which shall consist of no more than two(2) monopoles as part of an overhead system to be located within the Easement Area, and only those structures, poles, towers, footings, foundations, pads, anchors, cross arms, above and below ground cable (within the right of way), fiber optic cable, wires and appurtenant equipment and fixtures for communication uses, including for third party use and colocations, roads and related access improvements as necessary for the purposes of adequate and competent construction and operation of such two 2 monopoles, and all fixtures, equipment, appurtenances and devices related to any or all of the foregoing or otherwise necessary or convenient in connection with such electrical energy transmission and distribution system (collectively, the "Transmission System"). Notwithstanding the foregoing, Grantor affirms and agrees that, in the event that 3000 N Road, adjacent to the Property, is vacated by the applicable governmental jurisdictions, Grantee may adjust the Easement Area as depicted on Exhibit D so as to enable Grantee to place structures within twenty (20) feet of the edge of the thirty-three (33) foot township right of way in existence as of the Effective Date of this Agreement (and which may be vacated in the future), and in all events Grantee shall construct the Transmission System as far north on the Property as commercially reasonable. The construction and removal of the Transmission System shall be in accordance with the requirements of that certain Agricultural Impact Mitigation Agreement dated June 26, 2019, by and between Grantee, the Commercial Wind Energy Facility owner and the State of Illinois Department of Agricultural, (the "AIMA") which is incorporated herein fully by reference and as though fully set forth as part of this Agreement. The AIMA refers to a "Commercial Wind Energy Facility" in its definitions but it is agreed to by the Parties hereto to include this Agreement's specific Transmission System on the Easement Area described herein.
- b. Prior to the construction of the Transmission System, Grantee will use its commercially reasonable efforts to meet with Grantor to define the precise location of the Transmission System within the Preliminary projected corridor as noted in <u>Exhibit D</u> ("Proposed Locations"). Grantee agrees to listen and give due consideration to Grantee's comments and/or concerns with regard to the Proposed Locations and its interaction with Grantor's current use of the Property, and Grantee shall use commercially reasonable efforts to address such comments and/or concerns; provided that doing so will not increase the costs

to Grantee of designing, constructing or operating the Transmission System. The location of the Transmission System within the Property shall be determined by Grantee in its sole and absolute discretion, and, once the location of the Easement Area (as defined in Section 7 below) is established in accordance with Section 7 below, any later installed or constructed components of the Transmission System shall be located within the Easement Area (except as permitted otherwise in Section 8 below). Grantee shall have rights to lateral and subjacent support for the Transmission System, and Grantor's excavation activities are expressly made subject to the provisions of Section 13 below. Grantor shall be allowed to continue using Grantor's Property, and the Easement Area (as hereinafter defined) for the purposes of general farming, so long as such farming does not interfere with the Transmission System.

7. **Easement Area.** Within sixty (60) days following Grantee's determination that the construction of the Project and Transmission System has been completed, Grantee shall adjust the Easement area to (i) unless otherwise agreed to, a one hundred fifty foot (150') wide corridor within the Property for any and all aboveground components of the Transmission System, which width shall be measured from the centerline of the as-built transmission line of the Transmission System (and may include underground components within such area) (the "Easement Area Grantee agrees to record documentation in the Official Records in order to give constructive notice to third parties of such established location of the Easement Area and to release the remainder of the Property from the Easement and this Agreement (except as permitted otherwise in Section 8 and 9 below) effective upon the recording of such documentation. Grantor and Grantee expressly agree that no documentation or instrument other than the foregoing documentation shall be required in order to establish the location of the Easement Area. Notwithstanding the foregoing, if Grantee may (but is not obligated to) do so by recording a legal description of the Easement Area together with the Notice of Exercise.

8. <u>Additional Rights of Grantee</u>. In addition to the Easement, Grantor hereby grants to Grantee the following rights, each of which shall become effective on the Easement Effective Date:

- a. a temporary construction easement upon, over, above, across, through and within Grantor's property located adjacent to and/or adjoining the Easement Area for a distance of up to twenty-five feet (25') from the boundaries of the Easement Area for Grantee' use during construction of the Transmission System, which shall terminate upon the completion of construction of the Transmission System; and
- b. the right to aerial encroachment over Grantor's property parallel and immediately adjacent to the boundaries of the Easement Area by cross-arms, davit arms, conductors (including blowout or sway and associated clearances), insulators and other associated facilities of the Transmission System, provided same are twenty-five feet (25') above ground level, which shall terminate at the same time as the Easement.

9. <u>**Removal of Obstructions.**</u> Grantee shall have the rights to (i) remove all crops and have Grantor remove all livestock from the Easement Area prior to Grantee's construction; (ii) remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation within the Easement Area during the Easement Term; (iii) excavate, grade, level and otherwise modify the Easement Area in connection with the initial installation of the Transmission System; and (iv) subject to Grantee's repair and reimbursement obligations contained in <u>Section 10</u> below, remove, modify or otherwise alter anything (including, but not limited to, any improvements, utility lines or other facilities installed or constructed

4

(whether above or below the surface) that were previously consented to by Grantee under this Agreement, the giving of which consent shall not in any way waive the provisions of this <u>Section 9</u>) that could reasonably be anticipated to obstruct, interfere with or impair the Transmission System or Easement Area or Grantee's access to or use of same to the full extent of its rights granted under this Agreement.

## 10. Repair of the Property, and Compensation to Grantor.

- a. <u>Drainage Systems and Personal Property</u>. Grantee shall repair damage to Grantor's roads, drainage tile, irrigation pumps and center pivot irrigation systems, land surface, driveways and fences if and to the extent any such damage is caused by Grantee's activities within the Property (except if, pursuant to this Agreement, Grantee's consent was required for any such items installed or constructed after the Effective Date but Grantor did not obtain Grantee's prior written consent therefor).
- b. Damages to Grass or Growing Crops. In the event that Grantee suffers any destruction of, or damage to, its grass or growing crops on the Property due to Grantee's or its contractors' or subcontractors' construction, access, maintenance or decommissioning activities on the Property (each such event in which grass or growing crops are damaged a "Crop Damaging Event"), Grantee shall pay Grantor for all damage to, or loss of, such grass or growing crops in an amount equal to the reasonable value of such grass as pasture, or equal to the revenue that the Grantor would have received on the open market for said crops during the growing season during which crops were damaged or destroyed (the "Crop Damage Payment"). The Crop Damage Payment shall be made by Grantee within forty-five (45) days after the amount of such payment is determined in accordance with Section 10.b.i and provided to Grantee pursuant to Section 10.b.ii below.
  - i. The amount of such loss for grass shall be based upon (a) the amount of acreage affected and (b) the average rental rate for comparable grass pasture for the period of time that grazing is impaired. The amount of such loss for growing crops shall be determined based upon (a) the amount of acreage affected, (b) the average yield per acre of the crop actually planted or growing on the acreage affected (or for which there are documented plans for such crops to be planted on the acreage affected but which planting could not occur due to construction, access, maintenance or decommissioning activity) at the time the damage occurred, and (c) the market price received for that particular type of crop during the then current growing season.
  - ii. Grantor shall deliver its calculation and supporting evidence of the Crop Damage Payment to Grantee within forty-five (45) days after Grantor notifies Grantee of the Crop Damaging Event or Grantor is made aware of the Crop Damaging Event. Grantee shall also have the right, at its sole cost, to use a third-party surveyor to confirm the amount of acreage affected. Should Grantor fail to timely present such evidence to Grantee, or if Grantee disagrees with the calculation of the amount requested, Grantor and Grantee shall determine the amount of any payment in consultation with the local Farm Service Agency to obtain the average yield per acre and market value of any particular crop during such growing season.

- c. <u>Compaction</u>. During the construction, maintenance or decommissioning phases of the Project, in the event that any land within the Property or Easement Area is from time to time compacted as a result of the Grantee's activities with the Property or Easement Area to the extent that the growing of grass for grazing and/or the growing of crops will be negatively affected and diminished beyond the then current season (each, a "**Compaction Determination Date**", Grantee shall pay to Grantor for such damage caused by compaction. Within forty five (45) days of the overall activities causing the compaction being deemed completed, Grantee shall rip all compacted areas at least eighteen (18) inches deep and then disk the areas at Grantee's cost and make payment to Grantor in accordance with the formula and the times set forth below:
  - i. Within thirty (30) business days of the first (1<sup>st</sup>) anniversary of the Compaction Determination Date, Grantee shall pay Grantor a compaction damages payment equal to seventy-five percent (75%) of the Crop Damage Payment as defined herein above for the relevant compacted land areas; and
  - ii. Within thirty (30) business days of the second (2<sup>nd</sup>) anniversary date of the Compaction Determination Date, Grantee shall pay Grantor a compaction damages payment equal to fifty percent (50%) of the Crop Damage Payment for the relevant compacted land areas; and
  - iii. Within thirty (30) business days of the third (3<sup>rd</sup>) anniversary date of the Compaction Determination Date, Grantee shall pay Grantor a compaction damages payment equal to twenty-five percent (25%) of the Crop Damage Payment for the relevant compacted land areas.
- d. Notwithstanding the foregoing, Grantee shall be obligated to pay or reimburse Grantor for any damage to or removal of trees, shrubs, plants or other vegetation resulting from Grantee's activities within the Property excluding the Easement Area.

11. Participating Landowner. Grantor affirms that, pursuant to entering into this Agreement, Grantor is participating in the Project and Grantor waives all setbacks that are able to be waived by participating and affected landowners in the Livingston County Ordinances, including without limitation in Sections 56-618(h) and 56-646(f) of the Livingston County Ordinances, which Livingston County Ordinances Grantor has reviewed to the extent such ordinances relate to wind and projects in the County. Further, Grantor affirms that on behalf of itself and its officers, partners, members, directors, managers, employees, agents, successors and assigns, agrees that it will not in any way, directly or indirectly, oppose, or seek to hinder or delay, and will not in any way, directly or indirectly, assist or provide cooperation to others who oppose or seek to hinder or delay: (i) the processing and issuance of entitlements, permits, approvals or other determinations for the development, use, and operation of the Project; (ii) ordinances, permits, approvals or determinations in any way related to the construction of public works, and/or offsite improvements related to the Project; (iii) financial or any other agreements with governing agencies; or (iv) any modification, renewal, extension, or amendment of any of the foregoing. Grantor also agrees to assist Grantee by providing any and all information within their possession on the location of drainage tile on the Property, at the request of Grantor.

12. <u>Grantee Responsibilities</u>. During the Easement Term, Grantee shall: (i) comply, in all material respects, with all municipal, state and federal ordinances, rules and statutes applicable to Grantee's operations on and use of the Property or Easement Area; (ii) remove any mechanics' liens

filed against the Property or Easement Area due to labor, services, supplies, equipment or materials purchased by Grantee; and (iii) pay any property taxes attributable to the Transmission System (which tax obligation of Grantee shall include any increase in real property taxes attributable to the presence of improvements on the Easement Area which are owned by, or under the control of, Grantee in the event that the presence of such Transmission System increases the real property tax burden of the Property in any way).

13. Third Party Property Interests. Grantor shall not grant to any other party or person (including any affiliate of Grantor) an easement, lease, license, right-of-entry or similar property interest, possessory or otherwise, including any option to acquire any of the foregoing interests (individually and collectively, the "Property Interests"), in all or any part of (i) the Property during the Option Term and/or (ii) the Easement Area during the Easement Term, in each instance, without the prior written consent of Grantee. Grantee agrees that the Option, Easement and this Agreement are subject to any Property Interests filed in the Official Records prior to the Effective Date. Grantor shall not sell, convey or otherwise transfer ownership of all or any part of the Property, or any interest in Grantor, to any party (including an affiliate of Grantor) that generates, collects, transmits, distributes or otherwise provides electrical energy, in each instance, without the prior written consent of Grantee.

14. Non-Interference. Grantor shall not endanger, disturb, interfere with, create a hazard in the exercise of, inhibit, impair, hinder, impede, obstruct, hamper, diminish, curtail and/or or delay Grantee's access to and use of the Property during the Option Term or the Easement Area or Transmission System during the Easement Term. Grantor agrees that, during the Easement Term, it will not (and will not permit others to), without the prior written consent of Grantee, grade, excavate, fill or flood the Property within one hundred feet (100') of any part of the Transmission System, excluding ordinary and reasonable crop production activities or animal grazing activities, which consent may be withheld in Grantee's sole and absolute discretion if, in Grantee's opinion, any such activity within such area may endanger, disturb, interfere with, create a hazard in the exercise of, inhibit, impair, hinder, impede, obstruct, hamper, diminish, curtail or delay any of Grantee's rights, privileges or benefits under this Agreement, the Transmission System, Grantee's access to and use of the Easement Area or Transmission System or Grantee's rights to lateral and subjacent support for the Transmission System. Grantor shall give written notice to Grantee at least forty-five (45) days prior to the date Grantor intends to commence such work, which notice shall describe in detail Grantor's plans for such work. If Grantee gives its consent to any such work, then such work shall be conducted and completed in accordance with the terms hereof and good engineering practice and shall meet all requirements of the National Electrical Safety Code and/or other laws and regulations then-applicable to electric facilities.

15. <u>Grantor's Reserved Rights.</u> Subject to the other provisions of this Agreement (including, but not limited to, the provisions in <u>Section 13</u> above), Grantor reserves all other rights to the Property that are not inconsistent with Grantee's rights and interests under this Agreement, except that Grantor shall not locate crops or livestock within the Easement Area after the removal of same during Grantee's construction activities for the Transmission System. Such reserved rights of Grantor shall include, but shall not necessarily be limited to, the following (all of which in <u>Subsections (b)</u> and (c) below shall be subject to Grantee's prior written consent and to the provisions of <u>Section 13</u>), all to be maintained by Grantor, at its sole expense:

(a) the right to retain existing roads, driveways, fences, pipelines and sewer, water, drainage, electrical, telecommunications and fiber optic lines and related improvements and facilities within the Easement Area at their existing locations

as of the Effective Date; provided, however, Grantee shall have the right to remove and relocate any such existing fences, at its expense;

- (b) the right to install and construct new electrical, telecommunications and fiber optic lines and related improvements and facilities (but not new fences (except as provided in Subsection (c) below), roads, driveways, pipelines or sewer, water or drainage lines or related improvements or facilities) within the Easement Area, provided that (i) Grantor repairs and restores (or reimburses Grantee for such repairs and restoration, at Grantee's election) the surface of the Easement Area to the condition in which it existed prior to the installation of such new electrical. telecommunications or fiber optic lines and related improvements and facilities; (ii) all new electrical, telecommunications and fiber optic lines that will cross the Easement Area shall do so at an angle of not less than forty-five degrees (45°), such angle to be measured between the centerline of the Easement Area and the centerline of such new line at the point of crossing; and (iii) all such new lines are installed and constructed in strict compliance with all clearance requirements of the National Electrical Safety Code and/or other laws and regulations thenapplicable to electrical facilities; and
- (c) the right to install and construct new fences within the Easement Area, provided that all such new fences are located parallel to and at least twenty feet (20') from each side of the Transmission System.
- (d) the right to conduct prescribed burns as needed in the Easement Area.

Before exercising any of the foregoing rights reserved in this <u>Section 14</u>, Grantor shall give Grantee at least forty-five (45) days' prior written notice describing in detail Grantor's plans for such work, and Grantee shall have the right to object to such plans. If Grantee objects, then the Parties shall work together, in a reasonable manner, to adjust or modify Grantor's plans, but Grantee's discretionary consent rights under <u>Section 13</u> shall not be diminished.

16. <u>Grantor's Mineral, Groundwater and Other Rights</u>. Grantor holds, possesses, and retains all rights, title and interests in and to the oil, gas, coal and other minerals, sand, gravel, caliche and dirt and groundwater in, on or under the Property. Grantor and/or Grantor's lessees or other third parties shall not be permitted to drill for or remove oil, gas, coal or other minerals, sand, gravel, caliche, dirt or groundwater from or under the Easement Area by direct drilling or by mining or quarrying, but Grantor may extract oil, gas, coal, other minerals and groundwater by directional or horizontal drilling or other means conducted outside the Easement Area, so long as such activities do not interfere with, disturb, hinder, impair, endanger or obstruct (i) the Transmission System or access to and use, construction, installation and operation of same, (ii) the access to and use of the Easement Area or (iii) Grantee's exercise of all of its rights and interests under this Agreement.

17. **Ownership of Improvements.** Grantor agrees that all of the Transmission System installed or placed upon, over, above, under, across and within the Easement Area by Grantee shall be and shall remain the property of Grantee and shall not be deemed part of Grantor's interests in the Easement Area nor be deemed, except for any road within the Easement Area, fixtures to the land. Grantor hereby waives and releases any and all lien rights and other encumbrances, whether afforded to Grantor by statute, common law or otherwise, Grantor may have in and to the Transmission System. Notwithstanding the foregoing, if Grantor requests in writing that Grantee not remove any road constructed by Grantee within

8

the Easement Area at the end of the Easement Term or earlier termination of this Agreement, then Grantee shall have no obligation to remove such road and it shall thereafter be deemed to be Grantor's property; provided, that, Grantee shall have no liabilities or obligations associated with such road.

18. <u>Assignment</u>. Grantee may at any time and from time to time, without the consent of Grantor, sell, assign, transfer, convey, grant a sub-easement, encumber, hypothecate, mortgage, pledge, grant a lien upon and/or security interest in, or otherwise alienate all or any part of its rights, titles and interests in, to, under or relating to this Agreement, the Option, the Easement, the Easement Area and/or the Transmission System. Any assignment, transfer or conveyance (in whole or in part) by Grantee to any other party, whether one or more, that assumes, in writing, the obligations of Grantee hereunder shall operate as an automatic release of Grantee from all liability and such obligations hereunder (and, if a partial assignment, transfer or conveyance. Without limiting the foregoing, Grantor agrees that, upon such automatic release of the assigning Grantee as aforesaid, Grantor shall provide, upon Grantee's request, a written release to evidence same. For avoidance of doubt, a direct or indirect change of control of Grantee is not and shall not be deemed an assignment or transfer and shall not require consent of or notification to Grantor.

19. Indemnity. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EQUITY HOLDERS, EMPLOYEES, AND AGENTS (ITS "INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS") (INCLUDING THOSE THAT RESULT FROM INJURY TO OR DEATH OF PERSONS AND DAMAGE TO PROPERTY) CAUSED BY THE INDEMNIFYING PARTY'S USE OF THE PROPERTY DURING THE OPTION TERM AND THE EASEMENT AREA DURING THE EASEMENT TERM OR OTHERWISE RELATING TO THIS AGREEMENT, BUT ONLY TO THE EXTENT CAUSED BY SUCH INDEMNIFYING PARTY'S (OR ITS INDEMNITEES') BREACH OF THIS AGREEMENT, BREACH OF APPLICABLE LAW, NEGLIGENT ACTS OR OMISSIONS (INCLUDING GROSS NEGLIGENCE) OR WILLFUL OR INTENTIONAL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS GRANTOR OR ITS INDEMNITEES AGAINST CLAIMS ARISING OR RESULTING FROM, OR CAUSED BY, ANY ACTS, ACTIVITIES OR OMISSIONS (WHETHER NEGLIGENT OR NON-NEGLIGENT) OF ANY PERSON OR PARTY (OTHER THAN GRANTEE) HAVING A LEASE, EASEMENT, LICENSE, OR OTHER OCCUPANCY OR ENTRY RIGHTS WITHIN THE PROPERTY OR THE EASEMENT AREA OR TRESPASSERS UPON THE PROPERTY OR THE EASEMENT AREA. If either Grantor or Grantee brings any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or Letter Agreement or for the interpretation of either this Agreement or the Letter Agreement, the prevailing party in a final judgment shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding.

20. <u>Waiver of Certain Damages</u>. NEITHER PARTY NOR ITS INDEMNITEES SHALL BE ENTITLED TO, AND EACH PARTY HEREBY WAIVES AND RELEASES ANY AND ALL OF ITS RIGHTS TO, ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY AND/OR SIMILAR TYPES OF DAMAGES, WHETHER THE CLAIM MADE UNDER THIS AGREEMENT IS ASSERTED IN CONTRACT, TORT, OR OTHERWISE.

21. <u>Insurance</u>. Grantee shall obtain and maintain in force policies of insurance covering Grantee's activities within the Property during the Option Term and Easement Area during the Easement

Term. The policies shall include commercial general liability insurance and, if applicable, workers' compensation and commercial auto liability insurance. Such insurance coverage may be provided as part of a blanket policy that also covers other facilities or properties of Grantee. Grantee agrees to maintain liability insurance covering its activities on the Property and to name Grantor as an additional insured. Such coverage shall have a minimum combined occurrence and annual limitation of five million dollars (\$5,000,000), provided that such amount may be provided as part of a blanket policy covering other properties. Grantee agrees to supply Grantor with such certificates and other evidence of this insurance as Grantor may reasonably request.

22. <u>Representations and Warranties of Grantor</u>. Grantor hereby makes the following representations and warranties to Grantee as of the Effective Date and as of the Easement Effective Date:

- (a) Grantor is the sole owner of the fee simple title and interests in and to the Property;
- (b) Grantor is not the subject of any bankruptcy, insolvency or probate proceeding;

(c) there are no lawsuits, legal actions, legal proceedings, claims, condemnations, eminent domain proceedings or other proceedings pending, proposed, threatened or anticipated with respect to any matter affecting any part of the Property or any of Grantor's rights, title or interests therein;

(d) all taxes due and payable for the Property have been fully paid;

(e) there are no tax liens, contractors' liens, mortgage liens, mechanics' liens or other monetary liens against any part of the Property;

(f) there are no underground tanks, oil or gas wells, or mining operations located within any part of the Property, nor, to the best of Grantor's knowledge, has there been any of the foregoing located within any part of the Property;

(g) there are no cemeteries or other burial grounds within any part of the Property;

(h) there is no grazing, farming, hunting or recreational lease, license or right-of-entry (whether written or oral) affecting any part of the Property, except as disclosed on <u>Exhibit C</u>, attached hereto, which shall be removed prior to the recording of this Agreement which removal shall not affect the validity of this Agreement;

(i) Grantor has not and, to the best of Grantor's knowledge, no other party has generated, treated, stored, disposed of or otherwise deposited any hazardous materials in, on, at or under any part of the Property; and

(j) there are no unrecorded oil, gas, coal, mineral or similar leases affecting any part of the Property, and no drilling or extraction activities is occurring or has occurred in, on, at or under any part of the Property.

#### 23. Grantor Default.

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- (a) Grantor shall be in default of this Agreement if it breaches (i) any of its monetary obligations and such breach has not been cured within thirty (30) days after Grantor receives written notice of such breach from Grantee, (ii) any of its non-monetary obligations and such breach has not been cured within (A) thirty (30) days after Grantor receives written notice of such breach from Grantee or (B) an additional 30-day period if such non-monetary default cannot be cured through the exercise of Grantor's best efforts within the initial 30-day period, except that if such breach is of a non-material, non-monetary obligation, such additional cure period shall be sixty (60) days (each, a "Grantor Default").
- (b) Upon the occurrence of a Grantor Default, Grantee shall have the right to pursue or commence, after Grantee provides Grantor with thirty (30) days prior written notice of Grantee's intent to do same, any actions and remedies that may be available to Grantee at law or in equity, including, but not limited to, curing such Grantor Default, and Grantee shall have the option to either demand reimbursement from Grantee (which shall be paid by Grantor within thirty (30) days after Grantor's receipt of a written demand therefore) for such costs expended or incurred by Grantee to cure the same or to offset the costs expended or incurred by Grantee to cure same against any and all future payments due and payable by Grantee under this Agreement; provided, however, in the event of any breach by Grantor of Sections 13, 14 and/or 15 above, then, notwithstanding the provisions of Subsection (a) above, no cure period shall apply to such breach and no prior notice of any type whatsoever shall be required, and Grantee shall have the right to immediately pursue any and all of its remedies at law or in equity for such breach, as further described in Subsection (c) below.
- (c) Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the Parties agree that (i) Grantee would be irreparably harmed by a breach by Grantor of the provisions of this Agreement, (ii) an award of damages would be inadequate to remedy such a breach and (iii) Grantee shall be entitled to seek immediate equitable relief, including, but not limited to, specific performance and/or injunctive relief, to compel Grantor's compliance with the provisions of this Agreement.

#### 24. Grantee Default.

- (a) Grantee shall be in default of this Agreement if it breaches (i) any of its monetary obligations and such breach has not been cured within thirty (30) days after Grantee receives written notice of such breach from Grantor, (ii) any of its non-monetary obligations and such breach has not been cured within (A) thirty (30) days after Grantee receives written notice of such breach from Grantor or (B) an additional 30-day period if such non-monetary default cannot be cured through the exercise of Grantee's best efforts within the initial 30-day period, except that if such breach is of a non-material, non-monetary obligation, such additional cure period shall be sixty (60) days (each, a "Grantee Default").
- (b) The occurrence of any Grantee Default shall entitle Grantor to such rights and remedies as may be available to Grantor under applicable law or equity, except

that in the case of a non-monetary Grantee Default, Grantor hereby waives any and all rights it may have, at law or in equity, to terminate (whether in full or in part) this Agreement or to terminate, rescind, cancel or revoke Grantee's right to exercise the Option as set forth in this Agreement.

(c) In the event of any Grantee Default, Grantor shall, at least thirty (30) days prior to commencing any cause of action or other legal proceeding for same, give written notice to Grantee of Grantor's intent to commence such action or proceeding. Grantor may elect to cure any Grantee Default after Grantee's cure period has expired, and Grantee shall reimburse Grantor, within thirty (30) days after Grantee's receipt of a written demand therefor, the costs expended or incurred by Grantor to cure same.

25. <u>Non-Waiver</u>. Except as either Party may waive in writing, the failure of either Party at any time to exercise any of its rights under this Agreement shall not be construed as a waiver or abandonment of such rights or any other right hereunder, and such Party may thereafter at any time and from time to time exercise any or all of its rights.

26. Notices. Except for any Extension Notice delivered by electronic means, all written notices and demands of any kind which either Party may be required or may desire to serve upon the other Party in connection with this Agreement may be served by (i) personal service, (ii) registered or certified U.S. mail or (iii) next day overnight delivery service via a federally recognized overnight courier service such as UPS or Federal Express. Any such notice or demand shall be addressed to the other Party at the mailing address(es) for such Party listed below. Service of any such written notice or demand shall be deemed complete (i) upon receipt in the event of personal service, (ii) on the second (2<sup>nd</sup>) business day after it is sent via registered or certified U.S. mail, and (iii) on the next business day if sent via an overnight delivery service. All such written notices and demands sent via registered or certified U.S. mail or overnight delivery service shall be sent postage, pre-paid by the sender in order for it to be considered in compliance with this <u>Section 25</u>.

To Grantor:	David M. Arends and Jane K. Arends 19601 West 1000 South Road Reddick, Illinois 60961 Attention: David M. Arends Telephone: Email:
To Grantee:	Illinois Generation LLC 1088 Sansome Street San Francisco, California 94111 Attention: General Counsel

With a copy, which shall not constitute notice, to: generalcounsel@patternenergy.com

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Any Party, by written notice to the other Party, may change its mailing address(es), provided that the other Party shall not be bound by any such different address(es) unless and until it receives same.

## 27. Cooperation with and Acceptance of Project.

a.

Grantor will cooperate with, and shall not in any way, directly or indirectly, oppose Grantee's efforts to obtain any permit, approval or consent necessary or useful in connection with the Easement, the Transmission System or any other aspect of the Project. Grantor and Grantee intend to and shall cooperate with each other and take such other actions as may be reasonably necessary, prudent or desirable to carry out the intents and purposes of this Agreement and to fulfill the obligations of the respective Parties hereunder (at no out-of-pocket costs to Grantor), including, but not limited to, obtaining and/or executing additional documents or taking further actions that may be reasonably requested by any of Grantee's lenders, investors or title company and/or that may be necessary, prudent or desirable to give full effect to the Option, the Easement and/or this Agreement.

- b. Grantor hereby grants to Grantee a non-exclusive easement over and across the Grantor's Property and any adjacent property owned by Grantor but not subject to this instrument for any audio, visual, view, light, shadow, noise, flicker, vibration, air turbulence, wake, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the (a) construction, operations or activities of the Project, or (b) the Transmission Facilities of the Project now or hereafter located on the Property, and waives any and all claims and actions related to the same. Grantor agrees to consult with and obtain Grantee's prior written approval, in Grantee's sole discretion, as to the location of all new structures greater than forty-five (45) feet in height proposed for Grantor's Property.
- c. Grantor hereby grants to Grantee the right to test television signal strength and reception at any residence existing as of the Effective Date hereof, on Grantor's Property before and at reasonable intervals after Grantee builds the Project. In the unlikely event that the existence or operation of the Project significantly interferes with or degrades television signal reception at any existing residence on Grantor's Property, Grantee shall, at its expense and with the full cooperation of Grantor, promptly investigate and within a reasonable time correct any degradation of television signal reception actually caused by such Project. Correction measures may include, in Grantee's sole discretion, installation of television signal boosters serving the general area of the Project, installation of antenna or signal booster equipment on Grantor's Property, or repair or replacement of television receivers.
- d. Grantee recognizes that Grantor, due to the Property's proximity to gravel roads or construction areas, may be inconvenienced by construction noise and dust. Additionally, construction traffic in some areas may inconvenience Grantor or require Grantor to travel by unaccustomed routes to avoid construction traffic. Grantor acknowledges Grantee has informed Grantor of the potential impacts of construction and agrees the compensation provided in this instrument is adequate for the impacts described.

28. <u>Counterparts; Governing Law</u>. This instrument may be executed in separate and multiple counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same instrument. This instrument shall be governed by internal laws of the State of Illinois, without regard to any conflicts of law principles.

29. <u>Binding Agreement</u>. The terms and provisions in this instrument shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns, except to the extent any Grantee may be released from this Agreement pursuant to the assignment and release provisions in <u>Section 16</u>.

30. <u>Runs with the Land</u>. Each of the Option, Easement and this Agreement touches and concerns the land and shall be real rights and covenants running with the land.

31. <u>Recording</u>. Grantee, at its expense, shall have a right to record this instrument or a similar memorandum thereof in the Official Records and, if recorded, will provide Grantor with a recorded copy.

Municipal Officer. Grantor represents and warrants that Grantor is not a Municipal 32. Officer (defined herein) of the county or any municipality in which the Property is located. "Municipal Officer" means any officer or employee of any such county or municipality, whether paid or unpaid, and includes, without limitation, members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of any such county or municipality whose official duties involve discretionary decision-making with respect to the Grantee's Energy Development (defined herein). "Energy Development" means any stage of present or future development or siting of energy developments, wind turbines, solar panels and other solar and/or wind equipment, power and related facilities or energy projects, whether considered, planned, attempted or completed, including but not limited to permitting, licensing construction and energy production. Municipal Officer also includes any entity that is directly or indirectly controlled by, or is under common control with, such officer or employee. However, Municipal Officer shall not include: (a) a judge, justice, officer or employee of the local court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the county or municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the county or municipality or to restrict authority of the municipality to act. Grantor further represents and warrants that Grantor is not a Relative (defined herein) of a Municipal Officer. "Relative" shall mean a spouse or domestic partner of the Municipal Officer, or a person claimed as a dependent on the Municipal Officer's latest individual state income tax return. If Grantor is a Municipal Officer, Grantor agrees to recuse itself from participating in any vote or other discretionary decision-making action with respect to Grantee's Energy Development. Grantor agrees to promptly notify Grantee in writing if at any time it becomes or any Relative becomes a Municipal Officer. Grantor agrees to indemnify Grantee against any loss, liability or damages, including attorneys' fees, directly or indirectly resulting from any misrepresentation by Grantor or failure by Grantor to notify Grantee as set forth above under this Section.

33. <u>Certain Costs and Expenses</u>. Each Party shall be responsible and liable for its own costs and expenses (including, but not limited to, any legal, accounting, brokerage and consultant fees) in connection with the negotiation of this Agreement and all other matters related to this Agreement, except as expressly and specifically provided in <u>Section 18</u> of this Agreement and as that set forth in the Letter Agreement entered into between the Parties.

34. <u>Severability</u>. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

35. <u>No Waiver</u>. The failure of any Party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any Party to enforce any of such provisions, rights, or elections will not prejudice such Party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

36. Legal Review. Each Party acknowledges that it has been afforded sufficient time to review and to understand the terms and effects of this Agreement and to submit it to legal counsel of its choosing for review and advice. Each Party represents that the agreements and obligations in this Agreement are made voluntarily, knowingly and without duress.

37. <u>Time is of the Essence</u>. Time is of the essence in this Agreement.

38. <u>CRP Contracts</u>. As of the Effective Date, no portion of the Property is subject to any contract in connection with the Conservation Reserve Program ("CRP Contract") created by Subtitle B - Conservation Reserve of the Farm Security and Rural Investment Act of 2002, as amending Subchapter B of chapter 1 of subtitle D of title XII of the Food Security Act of 1985 or, to the extent that any portion of the Property is subject to any CRP Contract, Grantor has noted such CRP Contract on <u>Exhibit C</u> to this Agreement and provided a copy of the same to Grantee. With respect to any CRP Contracts listed on <u>Exhibit C</u>, Grantee shall be responsible for any payments due to the United States Department of Agriculture due to a reduction of the amount of acreage in the CRP related directly to Grantee's activities on the Easement Area. Any payments due under the terms of this <u>Section 39</u> shall be paid by Grantee within thirty (30) days upon Grantee's receipt of any notification received by Grantor from the Farm Service Agency or successor governmental agency.

#### 39. Arbitration.

- a. If a dispute arises between Grantor and Grantee arising out of or relating to this Agreement, the aggrieved Party shall provide written notification of the dispute to the other Party. A meeting shall be held promptly between the Parties, attended by a representative of the Parties with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within twenty-one (21) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, either Party may refer the dispute to final and binding arbitration pursuant to <u>Section 39(b)</u>, which shall be the sole legally binding forum available to the Parties for resolution of disputes hereunder.
- b. If either Party submits a dispute to binding arbitration pursuant to <u>Section 39(a)</u>, the arbitration shall be conducted before a single neutral arbitrator or, if the Parties are unable to agree upon the choice of a single arbitrator then three arbitrators, one chosen by the Grantee and one chosen by Grantor and the third selected by the two arbitrators so chosen. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules

of the American Arbitration Association pursuant to its applicable rules and procedures, subject further to the qualification that the arbitrator(s) named shall be competent by virtue of education and experience in the particular subject matter. The arbitrator shall have no authority to add to, detract from, or alter in any way the provisions of this Agreement, but shall have jurisdiction and authority only to interpret or determine compliance with the provisions of this Agreement insofar as shall be necessary for the determination of issues appealed to the arbitrator.

c. Notwithstanding anything to the contrary, either Party may apply to a court for interim measures or other equitable relief (including specific performance) (a) prior to the selection of the arbitrator (and thereafter as necessary to enforce the arbitrator's rulings); or (b) in the absence of the jurisdiction or power of the arbitrator in a given jurisdiction to rule on or grant interim measures or other equitable relief (including specific performance) that may be sought. The Parties agree that seeking and obtaining such interim measures or other equitable relief shall not waive the right to arbitration. In addition, to the maximum extent permitted by applicable law, the Parties hereby authorize and empower the arbitrator to grant interim measures, including injunctions, attachments, and conservation orders, and all other remedies permitted by this Agreement, including specific performance and other equitable relief (which, without limitation, may be part of the final arbitral decision or award), in appropriate circumstances; these interim measures and other remedies may be immediately enforced by court order.

40. <u>Attorney Fees</u>. In the event of any litigation or other legal proceeding or arbitration for the interpretation or enforcement of this Agreement, or for damages for a default hereunder, or which in any manner relates to this Agreement, or the Easements granted hereunder, including the Easement on the Property, the prevailing party shall be entitled to recover from the other party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys' fees incurred in connection therewith.

[Signature page follows this page]

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EXECUTED AND MADE EFFECTIVE as of the Effective Date.

**GRANTOR:** 

avid M. arende

David M. Arends

STATE OF JUNOIS

COUNTY OF WINEBAGO

This instrument was acknowledged before me on the 15<sup>78</sup> day of <u>NOVEWBER</u>, 2021, by David M. Arends.

[NOTARY SEAL]



<u>Audec J. Stevees</u> Notary Public My commission expires: <u>5/17/2025</u>

Jour K. Grender

STATE OF <u>JUNOIS</u>

COUNTY OF WINNEBAGO

This instrument was acknowledged before me on the 15th day of NOVEMBER, 20,21, by Jane K. Arends,

[NOTARY SEAL]

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1	SANDRA J STEVENS NOTARY PUBLIC, STATE OF ILLINOIS My Commission End	, )
	CAPITOS 5/17/26	

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<u>Alendra J. Steelers</u> Notary Public My commission expires: <u>5/17/2025</u>

**GRANTEE:** 

Illinois Generation LL By: Blake Rasmussen Name: Authorized Signatory Title:

STATE OF ILLO COUNTY OF Harris



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## **EXHIBIT A** to Easement Option and Easement Agreement (Electrical Energy Transmission and Distribution System)

#### Legal Description

The Northeast Quarter of Section 24, and that part of the Northwest Quarter of Section 24 located Southeast of the Dredge Ditch in the Southeast corner of said Quarter Section, all in Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois.

PIN: 06-06-24-200-001: Farm Land: 165.5 acres, more or less.

Common Address: Round Grove Township: 29753 North 3600 East Road, Reddick, Illinois 60961.

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#### <u>EXHIBIT B</u> to Easement Option and Easement Agreement (Electrical Energy Transmission and Distribution System)

Form of Notice of Exercise of Option for Easement

**PREPARED BY AND AFTER RECORDING, RETURN TO:** Illinois Generation LLC c/o General Counsel

1088 Sansome Street San Francisco, CA 94111

#### NOTICE OF EXERCISE OF OPTION FOR EASEMENT (Electrical Energy Transmission and Distribution System)

This NOTICE OF EXERCISE OF OPTION FOR EASEMENT (Electrical Energy Transmission and Distribution System) (this "Notice of Exercise") is given this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ (the "Easement Effective Date"), by Illinois Generation LLC, a Delaware limited liability company ("Grantee"), whose mailing address is 1088 Sansome Street, San Francisco, California 94111, Attention: General Counsel.

 WHEREAS,
 Grantee and \_\_\_\_\_\_\_, a

 ("Grantor"), entered into that certain Easement Option and Easement

 Agreement (Electrical Energy Transmission and Distribution System) dated effective \_\_\_\_\_\_\_,

 20\_\_\_\_\_ (the "Agreement") and recorded on \_\_\_\_\_\_\_, 20\_\_\_\_, in the real property and/or official records of \_\_\_\_\_\_\_ County, Illinois (the "Official Records"), as Document No.

WHEREAS, the Agreement pertains to that certain real property described in the Agreement and in <u>Exhibit A</u> attached hereto, being parcel identification number(s) \_\_\_\_\_\_\_, and provides, among other things, that upon Grantee or its successors or assigns executing and recording this Notice of Exercise in the Official Records, the Easement and all terms, conditions, obligations, rights and provisions in the Agreement pertaining to the Easement and all other matters therein shall be in full force and effect for all purposes as of the Easement Effective Date (except that the Option and Option Term shall be deemed expired as of the Easement Effective Date), including, but not limited to, Grantee's rights to erect, construct, install, reconstruct, relocate, move, maintain, operate, inspect, patrol, repair, replace, improve, alter, upgrade, dismantle, demolish and/or remove, at any time and from time to time, the Transmission System within the Property until the Easement Area has been established therein and, once established, within said Easement Area for the remainder of the Easement Term.

NOW, THEREFORE, pursuant to and in accordance with the Agreement and Grantee's rights thereunder, Grantee hereby exercises the Option granted in the Agreement by filing this Notice of Exercise in the Official Records and, by such action and in accordance the provisions contained in the Agreement,

the Easement and all terms, conditions, obligations, rights and provisions contained in the Agreement, are in full force and effect for all purposes as of the Easement Effective Date, except that the Option and Option Term are deemed to be expired as of the Easement Effective Date.

This Notice of Exercise touches and concerns the land and shall be a real right and covenant running with the land.

Each capitalized terms used but not defined herein shall have the same meaning given to such term in the Agreement.

[Signature and acknowledgment page follows this page]

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IN WITNESS WHEREOF, Grantee has executed this Notice of Exercise to be effective as of the Easement Effective Date.

## **GRANTEE:**

ILLINOIS GENERATION LLC, a Delaware limited liability company

By:	
Name:	
Title:	

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_\_ of Illinois Generation LLC, a Delaware limited liability company, on behalf of said entity.

[NOTARY SEAL]

. .

Notary Public My commission expires: \_\_\_\_\_

## **EXHIBIT A** to Notice of Exercise of Option for Easement (Electrical Energy Transmission and Distribution System)

## Legal Description

[To be inserted at the time the Notice of Exercise is filed if the easement area has been established; if not yet established, then it will be the legal description for the Property]

PIN:

.

:.

Commonly Known As:

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# EXHIBIT D

# Easement Area Map

[See attached]

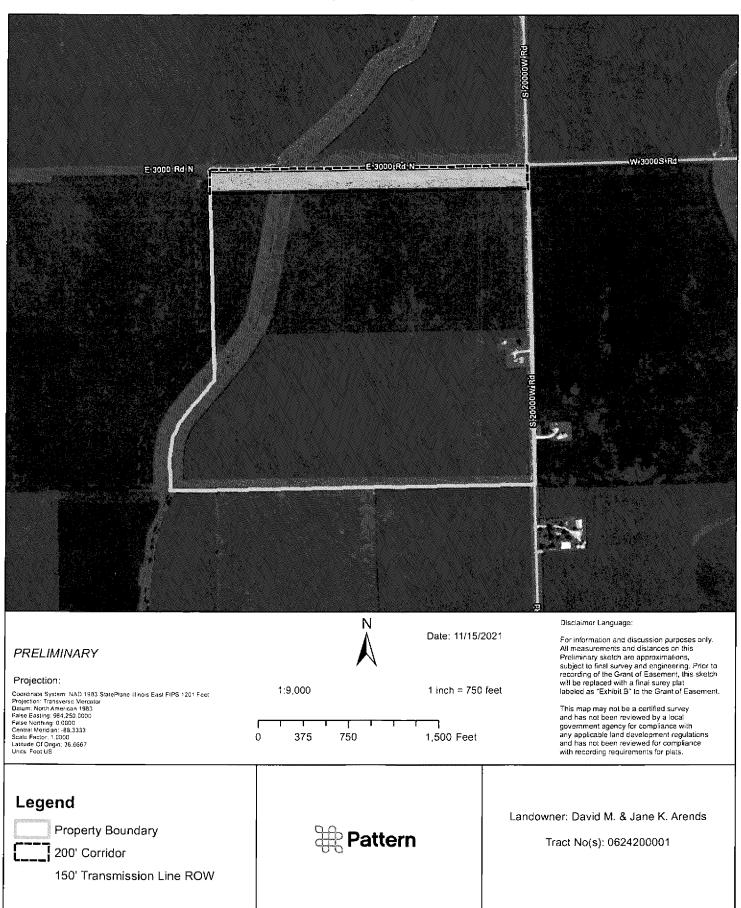
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# Exhibit "D"

# Livingston County, Illinois



# 2022R-02622

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 06/08/2022 11:54:55 AM KRISTY A MASCHING COUNTY CLERK & RECORDER

<b>RECORDER'S AUTOMATION FEE</b>	12.00		
GIS MAINTENANCE FEE	20.00		
RHSPS FEE	9.00		
RECORDING FEE	17.00		
DOC STORAGE FEE	5.00		
PAGES: 22			

# PREPARED BY AND AFTER RECORDING RETURN TO:

Illinois Generation LLC c/o General Counsel 1088 Sansome Street San Francisco, CA 94111

#### EASEMENT OPTION AND EASEMENT AGREEMENT (Underground Electrical Transmission and Distribution System)

This EASEMENT OPTION AND EASEMENT AGREEMENT (Underground Electrical Transmission and Distribution System) (this "Agreement") is entered into and made effective as of the <u>day of</u> <u>to rec</u>, 20, 2 (the "Effective Date"), by and between Edward W. O'Neill Trust dated September 16, 2020 ("Grantor"), whose mailing address is 29205 North 3000 East Road, Dwight, Illinois 60420, and Illinois Generation LLC, a Delaware limited liability company ("Grantee"), whose mailing address is 1088 Sansome Street, San Francisco, CA 94111. Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Grantor is the owner of that certain real property situated in Livingston County (the "County"), Illinois, being parcel identification number(s) 05-05-13-400-002 and 05-05-13-400-003 and being more particularly described in <u>Exhibit A</u> attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, Grantee is interested in installing, constructing, maintaining and operating one or more solar and/or wind and electrical energy generation project(s) and/or power storage project(s) on real property situated adjacent to and/or in the vicinity of the Property (whether one or more, the "**Project**"); and

WHEREAS, Grantee has identified the Property as suitable land within which to install, construct, maintain and operate an underground electrical energy transmission and distribution system (all as said

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system is more particularly described and defined in <u>Section 6</u> below) in connection with any such Project; and

WHEREAS, Grantee desires to acquire the irrevocable, exclusive right and option (but not the obligation) to obtain from Grantor an easement for the purposes of installing, constructing, maintaining and operating such underground electrical energy transmission and distribution system under, across, through and within the Property, and Grantor desires to grant such irrevocable, exclusive right and option to Grantee on the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. <u>Grant of Easement Option; Right-of-Entry</u>. Grantor hereby grants to Grantee the irrevocable, exclusive right and option (the "Option") to have an exclusive easement for underground electrical energy transmission and distribution purposes under, across, through and within the Property (the "Easement") in connection with any such Project. In addition, Grantor hereby grants to Grantee a license and right-of-entry upon, over, above, under, across, through and within the Property during the Option Term (as defined in <u>Section 2</u> below) for Grantee and its affiliates and its and their employees, consultants, agents and representatives to access and enter the Property for the purposes of conducting inspections, tests, studies and other activities reasonably related to Grantee's inspection, investigation and assessment of the Property's suitability for Grantee's business purposes.

2. **Option Term.** This Agreement and the Option granted herein shall have an initial term of three (3) years from the Effective Date (the "**Initial Term**"). Grantee shall have the right, in its sole and absolute discretion, to extend the Initial Term for one (1) additional period of two (2) years (the "**Extended Term**"). The Initial Term and, if it occurs, the Extended Term are referred to herein collectively as the "**Option Term**". If and when Grantee extends the Option for the Extended Term, which may occur at any time during the Initial Term, Grantee shall do so by providing Grantor with written notice of such extension (an "**Extension Notice**"). The deadline for providing any Extension Notice shall be 5:00 p.m. Pacific Time on the last day of the Initial Term, and electronic delivery of the Extension Notice shall be sufficient and of full force and effect.

3. <u>Termination Right</u>. Notwithstanding any other provision(s) to the contrary that may be contained elsewhere in this Agreement, Grantee shall have the right to terminate, for any reason or for no reason, (i) the Option and this Agreement at any time during the Option Term and/or (ii) the Easement and this Agreement at any time during the Easement Term (as defined in <u>Section 5</u> below), by giving at least five (5) days' prior written notice to Grantor of such termination.

4. Exercise of Easement Option; Easement Effective Date. Grantor hereby grants the Easement to Grantee, but with such Easement becoming effective only if and when Grantee elects to exercise the Option by executing and recording, at Grantee's expense, in the real property and/or official public records of Livingston County, Illinois (the "Official Records"), a "Notice of Exercise of Option for Easement" in the form set forth in Exhibit B attached hereto and made a part hereof (the "Notice of Exercise, the Easement shall automatically be in full force and effect and shall be deemed effective as of the recording date of the Notice of Exercise (the "Easement Effective Date"), except that the Option and Option Term shall be deemed to have expired on the Easement Effective Date; and (ii) other than the Notice of Exercise being executed and recorded by Grantee, no documentation or other instrument is required to be entered

into or recorded by the Parties in order to give full force and effect to the Easement and all the provisions, terms and conditions contained in this Agreement (except as to the Option and Option Term). Grantee shall provide a recorded copy of the Notice of Exercise to Grantor.

5. <u>Easement Term</u>. The term of the Easement shall be for a period of fifty-three (53) years from and after the Easement Effective Date (the "Easement Term") unless sooner terminated in accordance with <u>Section 3</u> above or otherwise.

#### 6. Transmission and Distribution System.

- a. Grantee shall have the right to, at any time and from time to time during the Easement Term, erect, construct, install, reconstruct, relocate, move, maintain, operate, inspect, patrol, repair, replace, improve, alter, upgrade, dismantle, demolish and/or remove an underground electrical energy transmission and distribution system within the Property consisting of one or more transmission and distribution systems and a variable number of conductors, junction boxes, splice boxes, insulators, wires and cables, and all fixtures, equipment, appurtenances and devices related to any or all of the foregoing or otherwise necessary or convenient in connection with such underground electrical energy transmission and distribution system, including below ground cable, fiber optic cable, and wires and appurtenant equipment and fixtures for communication uses, including for third-party use and colocation, and roads and related improvements and appurtenances to access any or all of the foregoing (collectively, the "**Transmission System**"). Notwithstanding anything to the contrary herein, express or implied, in no event shall Grantee drive a crane on or across the Property.
- b. Prior to the construction of the Transmission System, Grantee will use its commercially reasonable efforts to meet with Grantor to discuss the proposed locations of any portions of the Transmission System on the Property ("Proposed Locations"). Grantee agrees to listen and give due consideration to Grantor's comments and/or concerns with regard to the Proposed Locations and its interaction with Grantor's current use of the Property, and Grantee shall use commercially reasonable efforts to address such comments and/or concerns; provided that doing so will not increase the costs to Grantee of designing, constructing or operating the Transmission System. The location of the Transmission System within the Property shall be determined by Grantee in its sole and absolute discretion, and, once the location of the Easement Area (as defined in Section 7 below) is established in accordance with Section 7 below, any later installed or constructed components of the Transmission System shall be located within the Easement Area (except as permitted otherwise in Section 8 below). Grantee shall have rights to lateral and subjacent support for the Transmission System, and Grantor's excavation activities are expressly made subject to the provisions of Section 13 below. Grantor shall be allowed to continue using Grantor's Property, and the Easement Area (as hereinafter defined) for the purposes of general farming, so long as such farming does not interfere with the Transmission System.

7. <u>Easement Area</u>. Within sixty (60) days following Grantee's determination that the construction of the Project and Transmission System has been completed, Grantee shall adjust the Easement area to a seventy-five foot (75') wide corridor within the Property, which width shall be measured from the centerline of the as-built transmission line of the Transmission System (the "Easement Area"). Grantee agrees to record documentation in the Official Records in order to give constructive notice to third parties

of such established location of the Easement Area and to release the remainder of the Property from the Easement and this Agreement (except as permitted otherwise in <u>Section 8 and 9</u> below) effective upon the recording of such documentation. Grantor and Grantee expressly agree that no documentation or instrument other than the foregoing documentation shall be required in order to establish the location of the Easement Area. Notwithstanding the foregoing, if Grantee wishes to establish the location of the Easement Area if and when it records the Notice of Exercise, Grantee may (but is not obligated to) do so by recording a legal description of the Easement Area together with the Notice of Exercise.

8. <u>Additional Rights of Grantee</u>. In addition to the Easement, Grantor hereby grants to Grantee the following rights, each of which shall become effective on the Easement Effective Date a temporary construction easement upon, over, above, across, through and within Grantor's property located adjacent to and/or adjoining the Easement Area for a distance of up to twenty-five feet (25') from the boundaries of the Easement Area for Grantee' use during construction of the Transmission System, which shall terminate upon the completion of construction of the Transmission System.

9. <u>Removal of Obstructions</u>. Grantee shall have the rights to (i) remove all crops and have Grantor remove all livestock from the Easement Area prior to Grantee's construction; (ii) remove any tree, shrub, plant or other vegetation within the Easement Area during the Easement Term; (iii) excavate, grade, level and otherwise modify the Property or, if established, the Easement Area in connection with the initial installation of the Transmission System; and (iv) subject to Grantee's repair and reimbursement obligations contained in <u>Section 10</u> below, remove, modify or otherwise alter anything (including, but not limited to, any improvements, utility lines or other facilities installed or constructed (whether above or below the surface) that were previously consented to by Grantee under this Agreement, the giving of which consent shall not in any way waive the provisions of this <u>Section 9</u>) that could reasonably be anticipated to obstruct, interfere with or impair the Transmission System or Easement Area or Grantee's access to or use of same to the full extent of its rights granted under this Agreement.

## 10. Repair of the Property, and Compensation to Grantor.

- a. <u>Drainage Systems and Personal Property</u>. Grantee shall repair damage to Grantor's roads, drainage tile, irrigation pumps and center pivot irrigation systems, land surface, driveways and fences if and to the extent any such damage is caused by Grantee's activities within the Property (except if, pursuant to this Agreement, Grantee's consent was required for any such items installed or constructed after the Effective Date but Grantor did not obtain Grantee's prior written consent therefor).
- b. <u>Damages to Grass or Growing Crops</u>. In the event that Grantee suffers any destruction of, or damage to, its grass or growing crops on the Property due to Grantee's or its contractors' or subcontractors' construction, access, maintenance or decommissioning activities on the Property (each such event in which grass or growing crops are damaged a "Crop Damaging Event"), Grantee shall pay Grantor for all damage to, or loss of, such grass or growing crops in an amount equal to the reasonable value of such grass as pasture, or equal to the revenue that the Grantor would have received on the open market for said crops during the growing season during which crops were damaged or destroyed (the "Crop Damage Payment"). The Crop Damage Payment shall be made by Grantee within ninety (90) days after the amount of such payment is determined in accordance with <u>Section 10.b.i</u> and provided to Grantee pursuant to <u>Section 10.b.ii</u> below.

- i. The amount of such loss for grass shall be based upon (a) the amount of acreage affected and (b) the average rental rate for comparable grass pasture for the period of time that grazing is impaired. The amount of such loss for growing crops shall be determined based upon (a) the amount of acreage affected, (b) the average yield per acre of the crop on the real estate impacted based on actual soil quality and the crop actually planted or growing on the acreage affected (or for which there are documented plans for such crops to be planted on the acreage affected but which planting could not occur due to construction, access, maintenance or decommissioning activity) at the time the damage occurred, and (c) the market price received for that particular type of crop during the then current growing season.
- ii. Grantor shall deliver its calculation and supporting evidence of the Crop Damage Payment to Grantee within forty-five (45) days after Grantor notifies Grantee of the Crop Damaging Event or Grantor is made aware of the Crop Damaging Event. Grantee shall also have the right, at its sole cost, to use a third-party surveyor to confirm the amount of acreage affected. Should Grantor fail to timely present such evidence to Grantee, or if Grantee disagrees with the calculation of the amount requested, Grantor and Grantee shall determine the amount of any payment in consultation with the local Farm Service Agency to obtain the average yield per acre and market value of any particular crop during such growing season.
- iii. "Market Price" for purposes of calculating the crop damage shall be based on the crop's future price for December delivery during the year that crop damages occur, and will be the closing price of that year's December futures quoted on the 15th of the month in which damages occur as posted by Chicago Board of Trade, or if unavailable another publicly available information source.
- iv. "Average yield" shall be based on the average yield for the latest 3 years of that crop planted in the tract on which the damage occurred, or of that crop planted in the County on comparable productive farm ground located in the County, as published by the University of Illinois through Farmdoc (www.farmdoc.uiuc.edu), or if unavailable, another publicly available information source of average yields in the County
- c. <u>Compaction of Land</u>. During the construction, maintenance or decommissioning phases of the Project, in the event that any land located within the Property is from time to time compacted as a result of Grantee's activities within the Property to the extent that the growing of grass for grazing and/or the growing of crops will be negatively affected and diminished beyond the then current season (each, a "Compaction Determination Date"), Grantee shall pay Grantor for such damage caused by compaction. Grantee acknowledges that compaction can cause permanent, long-term damage, and will commercially reasonable efforts to avoid and limit the amount of real estate impacted by activities that could cause compaction. As and for example, if it is necessary to operate vehicles on the property, the vehicles will stay as nearly as possible on the same identifiable path of travel to avoid compaction over multiple paths and will limit the number of trips to that which is reasonably necessary. Additionally, Grantee will take steps to avoid trafficking wet soil

and will decrease contact pressure by using flotation tires, doubles, and tracks. Within ninety (90) days of the overall activities causing the compaction being deemed completed, Grantee shall consult with Grantor to determine the scope and type of tillage required, and allow Grantee the opportunity to inspect the compacted areas to determine if a compacted pan is present and at what depth. Grantee agrees that at a minimum, at Grantor's request, it shall rip all compacted areas at least eighteen (18) inches deep and then disk the areas at Grantee's cost and make payment to Grantor in accordance with the formula and at the times set forth below:

- i. Within thirty (30) business days of the first (1st) anniversary of the Compaction Determination Date, Grantee shall pay Grantor a compaction damages payment equal to seventy-five percent (75%) of the Crop Damage Payment for the relevant compacted land areas; and
- Within thirty (30) business days of the second (2nd) anniversary date of the Compaction Determination Date, Grantee shall pay Grantor a compaction damages payment equal to fifty percent (50%) of the Crop Damage Payment for the relevant compacted land areas.
- iii. Within thirty (30) business days of the third (3rd), fourth (4th), and (5th) anniversary date of the Compaction Determination Date, Grantee shall pay Grantor a compaction damages payment equal to twenty-five percent (25%) of the Crop Damage Payment for the relevant compacted land areas.

d. Other than the foregoing, Grantee shall not be obligated to pay or reimburse Grantor for any damage to or removal of trees, shrubs, plants or other vegetation resulting from Grantee's activities within the Property.

e. In Grantee's construction on the Property, Grantee shall use the double ditching method of topsoil removal in order to protect the black dirt on the Property.

11. **Participating Landowner.** Owner affirms that, pursuant to entering into this Easement Agreement, Owner is participating in the Project and Owner waives all setbacks that are able to be waived by participating and affected landowners in the Livingston County Ordinances, including without limitation in Sections 56-618(h) and 56-646(f) of the Livingston County Ordinances, which Livingston County Ordinances Owner has reviewed to the extent such ordinances relate to wind and projects in the County. Further, Grantor affirms that on behalf of itself and its officers, partners, members, directors, managers, employees, agents, successors and assigns, agrees that it will not in any way, directly or indirectly, oppose, or seek to hinder or delay, and will not in any way, directly or indirectly, assist or provide cooperation to others who oppose or seek to hinder or delay: (i) the processing and issuance of entitlements, permits, approvals or determinations for the development, use, and operation of the Project; (ii) ordinances, permits, approvals or determinations in any way related to the construction of public works, and/or offsite improvements related to the Project; (iii) financial or any other agreements with governing agencies; or (iv) any modification, renewal, extension, or amendment of any of the foregoing. Grantor also agrees to assist

Grantee by providing any and all information within their possession on the location of drainage tile on the Property, at the request of Grantor.

12. <u>Grantee Responsibilities</u>. During the Easement Term, Grantee shall: (i) comply, in all material respects, with all municipal, state and federal ordinances, rules and statutes applicable to Grantee's operations on and use of the Property or Easement Area; (ii) remove any mechanics' liens filed against the Property or Easement Area due to labor, services, supplies, equipment or materials purchased by Grantee; and (iii) pay any property taxes attributable to the Transmission System.

13. <u>Third Party Property Interests</u>. Grantor shall not grant to any other party or person (including any affiliate of Grantor) an easement, lease, license, right-of-entry or similar property interest, possessory or otherwise, including any option to acquire any of the foregoing interests (individually and collectively, the "Property Interests"), in all or any part of (i) the Property during the Option Term and/or (ii) the Easement Area during the Easement Term, in each instance, without the prior written consent of Grantee. Grantee agrees that the Option, Easement and this Agreement are subject to any Property Interests filed in the Official Records prior to the Effective Date. Grantee shall not sell, convey or otherwise transfer ownership of all or any part of the Property, or any interest in Grantor, to any party (including an affiliate of Grantor) that generates, collects, transmits, distributes or otherwise provides electrical energy, in each instance, without the prior written consent of Grantee.

Non-Interference. Grantor shall not endanger, disturb, interfere with, create a hazard in 14. the exercise of, inhibit, impair, hinder, impede, obstruct, hamper, diminish, curtail and/or or delay Grantee's access to and use of the Property during the Option Term or the Easement Area or Transmission System during the Easement Term. Grantor agrees that, during the Easement Term, it will not (and will not permit others to), without the prior written consent of Grantee, grade, excavate, fill or flood the Property within one hundred feet (100') of any part of the Transmission System, which consent may be withheld in Grantee's sole and absolute discretion if, in Grantee's opinion, any such activity within such area may endanger, disturb, interfere with, create a hazard in the exercise of, inhibit, impair, hinder, impede, obstruct, hamper, diminish, curtail or delay any of Grantee's rights, privileges or benefits under this Agreement, the Transmission System, Grantee's access to and use of the Easement Area or Transmission System or Grantee's rights to lateral and subjacent support for the Transmission System. Grantor shall give written notice to Grantee at least forty-five (45) days prior to the date Grantor intends to commence such work, which notice shall describe in detail Grantor's plans for such work. If Grantee gives its consent to any such work, then such work shall be conducted and completed in accordance with the terms hereof and good engineering practice and shall meet all requirements of the National Electrical Safety Code and/or other laws and regulations then-applicable to electric facilities.

15. <u>Grantor's Reserved Rights</u>. Subject to the other provisions of this Agreement (including, but not limited to, the provisions in <u>Section 13</u> above), Grantor reserves all other rights to the Property that are not inconsistent with Grantee's rights and interests under this Agreement, except that Grantor shall not locate crops or livestock within the Easement Area after the removal of same during Grantee's construction activities for the Transmission System. Such reserved rights of Grantor shall include, but shall not necessarily be limited to, the following (all of which in <u>Subsections (b)</u> and (c) below shall be subject to Grantee's prior written consent and to the provisions of <u>Section 13</u>), all to be maintained by Grantor, at its sole expense:

(a) the right to retain existing roads, driveways, fences, pipelines and sewer, water, drainage, electrical, telecommunications and fiber optic lines and related improvements and facilities within the Easement Area at their existing locations as of the Effective Date; provided,

however, Grantee shall have the right to remove and relocate any such existing fences, at its expense;

(b) the right to install and construct new electrical, telecommunications and fiber optic lines and related improvements and facilities (but not new fences (except as provided in <u>Subsection</u> (c) below), roads, driveways, pipelines or sewer, water or drainage lines or related improvements or facilities) within the Easement Area, provided that (i) Grantor repairs and restores (or reimburses Grantee for such repairs and restoration, at Grantee's election) the surface of the Easement Area to the condition in which it existed prior to the installation of such new electrical, telecommunications or fiber optic lines and related improvements and facilities; (ii) all new electrical, telecommunications and fiber optic lines that will cross the Easement Area shall do so at an angle of not less than forty-five degrees ( $45^\circ$ ), such angle to be measured between the centerline of the Easement Area and the centerline of such new line at the point of crossing; and (iii) all such new lines are installed and constructed in strict compliance with all clearance requirements of the National Electrical Safety Code and/or other laws and regulations then-applicable to electrical facilities; and

(c) the right to install and construct new fences within the Easement Area, provided that all such new fences are located parallel to and at least twenty feet (20') from each side of the Transmission System.

Before exercising any of the foregoing rights reserved in this <u>Section 14</u>, Grantor shall give Grantee at least forty-five (45) days' prior written notice describing in detail Grantor's plans for such work, and Grantee shall have the right to object to such plans. If Grantee objects, then the Parties shall work together, in a reasonable manner, to adjust or modify Grantor's plans, but Grantee's discretionary consent rights under <u>Section 13</u> shall not be diminished.

16. <u>Grantor's Mineral, Groundwater and Other Rights</u>. Grantor holds, possesses, and retains all rights, title and interests in and to the oil, gas, coal and other minerals, sand, gravel, caliche and dirt and groundwater in, on or under the Property, subject only to those matters of record. Grantor and/or Grantor's lessees or other third parties shall not be permitted to drill for or remove oil, gas, coal or other minerals, sand, gravel, caliche, dirt or groundwater from or under the Easement Area by direct drilling or by mining or quarrying, but Grantor may extract oil, gas, coal, other minerals and groundwater by directional or horizontal drilling or other means conducted outside the Easement Area, so long as such activities do not interfere with, disturb, hinder, impair, endanger or obstruct (i) the Transmission System or access to and use, construction, installation and operation of same, (ii) the access to and use of the Easement Area or (iii) Grantee's exercise of all of its rights and interests under this Agreement.

17. Ownership of Improvements. Grantor agrees that all of the Transmission System installed or placed under, across and within the Easement Area by Grantee shall be and shall remain the property of Grantee and shall not be deemed part of Grantor's interests in the Easement Area nor be deemed, except for any road within the Easement Area, fixtures to the land. Grantor hereby waives and releases any and all lien rights and other encumbrances, whether afforded to Grantor by statute, common law or otherwise, Grantor may have in and to the Transmission System. Notwithstanding the foregoing, if Grantor requests in writing that Grantee not remove any road constructed by Grantee within the Easement Area at the end of the Easement Term or earlier termination of this Agreement, then Grantee shall have no obligation to remove such road and it shall thereafter be deemed to be Grantor's property; provided, that, Grantee shall have no liabilities or obligations associated with such road.

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18. Assignment. Grantee may at any time and from time to time, without the consent of Grantor, sell, assign, transfer, convey, grant a sub-easement, encumber, hypothecate, mortgage, pledge, grant a lien upon and/or security interest in, or otherwise alienate all or any part of its rights, titles and interests in, to, under or relating to this Agreement, the Option, the Easement, the Easement Area and/or the Transmission System. Any assignment, transfer or conveyance (in whole or in part) by Grantee to any other party, whether one or more, that assumes, in writing, the obligations of Grantee hereunder shall operate as an automatic release of Grantee from all liability and such obligations hereunder (and, if a partial assignment, transfer or conveyance. Without limiting the foregoing, Grantor agrees that, upon such automatic release of the assigning Grantee as aforesaid, Grantor shall provide, upon Grantee's request, a written release to evidence same. For avoidance of doubt, a direct or indirect change of control of Grantee is not and shall not be deemed an assignment or transfer and shall not require consent of or notification to Grantor.

Indemnity. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE 19. OTHER PARTY, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EQUITY HOLDERS, EMPLOYEES, AND AGENTS (ITS "INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS") (INCLUDING THOSE THAT RESULT FROM INJURY TO OR DEATH OF PERSONS AND DAMAGE TO PROPERTY) CAUSED BY THE INDEMNIFYING PARTY'S USE OF THE PROPERTY DURING THE OPTION TERM AND THE EASEMENT AREA DURING THE EASEMENT TERM OR OTHERWISE RELATING TO THIS AGREEMENT, BUT ONLY TO THE EXTENT CAUSED BY SUCH INDEMNIFYING PARTY'S (OR ITS INDEMNITEES') BREACH OF THIS AGREEMENT, BREACH OF APPLICABLE LAW, NEGLIGENT ACTS OR OMISSIONS (INCLUDING GROSS NEGLIGENCE) OR WILLFUL OR INTENTIONAL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT REQUIRE EITHER PARTY TO INDEMNIFY OR HOLD HARMLESS THE OTHER PARTY OR ITS INDEMNITEES AGAINST CLAIMS ARISING OR RESULTING FROM, OR CAUSED BY, ANY ACTS, ACTIVITIES OR OMISSIONS (WHETHER NEGLIGENT OR NON-NEGLIGENT) OF ANY PERSON OR PARTY (OTHER THAN GRANTEE) HAVING A LEASE, EASEMENT, LICENSE, OR OTHER OCCUPANCY OR ENTRY RIGHTS WITHIN THE PROPERTY OR THE EASEMENT AREA OR TRESPASSERS UPON THE PROPERTY OR THE EASEMENT AREA, UNLESS SUCH PERSON OR PARTY IS UNDER THE SUPERVISION OF OR DOING THE BIDDING OF SUCH INDEMNIFYING PARTY.

20. <u>Waiver of Certain Damages</u>. NEITHER PARTY NOR ITS INDEMNITEES SHALL BE ENTITLED TO, AND EACH PARTY HEREBY WAIVES AND RELEASES ANY AND ALL OF ITS RIGHTS TO, ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY AND/OR SIMILAR TYPES OF DAMAGES, WHETHER THE CLAIM MADE UNDER THIS AGREEMENT IS ASSERTED IN CONTRACT, TORT, OR OTHERWISE.

21. <u>Waiver of Jury Trial</u>. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT.

22. <u>Insurance</u>. Grantee shall obtain and maintain in force policies of insurance covering Grantee's activities within the Property during the Option Term and Easement Area during the Easement Term. The policies shall include commercial general liability insurance and, if applicable, workers' compensation and commercial auto liability insurance. Such insurance coverage may be provided as part of a blanket policy that also covers other facilities or properties of Grantee.

23. <u>Representations and Warranties of Grantor</u>. Grantor hereby makes the following representations and warranties to Grantee as of the Effective Date and as of the Easement Effective Date:

(a) Grantor is the sole owner of the fee simple title and interests in and to the Property, subject only to those matters of record;

(b) Grantor is not the subject of any bankruptcy, insolvency or probate proceeding;

(c) there are no lawsuits, legal actions, legal proceedings, claims, condemnations, eminent domain proceedings or other proceedings pending, proposed, threatened or anticipated with respect to any matter affecting any part of the Property or any of Grantor's rights, title or interests therein;

(d) all taxes due and payable for the Property have been fully paid;

(e) there are no tax liens, contractors' liens, mortgage liens, mechanics' liens or other monetary liens against any part of the Property;

(f) there are no underground tanks, oil or gas wells, or mining operations located within any part of the Property, nor, to the best of Grantor's knowledge, has there been any of the foregoing located within any part of the Property;

(g) there are no cemeteries or other burial grounds within any part of the Property;

(h) there is no grazing, farming, hunting or recreational lease, license or right-of-entry (whether written or oral) affecting any part of the Property, except as disclosed on <u>Exhibit C</u>, attached hereto, which shall be removed prior to the recording of this Agreement which removal shall not affect the validity of this Agreement;

(i) Grantor has not and, to the best of Grantor's knowledge, no other party has generated, treated, stored, disposed of or otherwise deposited any hazardous materials in, on, at or under any part of the Property; and

(j) there are no unrecorded oil, gas, coal, mineral or similar leases affecting any part of the Property, and no drilling or extraction activities is occurring or has occurred in, on, at or under any part of the Property.

#### 24. Grantor Default.

(a) Grantor shall be in default of this Agreement if it breaches (i) any of its monetary obligations and such breach has not been cured within thirty (30) days after Grantor receives written

notice of such breach from Grantee, (ii) any of its non-monetary obligations and such breach has not been cured within (A) thirty (30) days after Grantor receives written notice of such breach from Grantee or (B) an additional 30-day period if such non-monetary default cannot be cured through the exercise of Grantor's best efforts within the initial 30-day period, except that if such breach is of a non-material, non-monetary obligation, such additional cure period shall be sixty (60) days (each, a "*Grantor Default*").

(b) Upon the occurrence of a Grantor Default, Grantee shall have the right to pursue or commence, after Grantee provides Grantor with thirty (30) days prior written notice of Grantee's intent to do same, any actions and remedies that may be available to Grantee at law or in equity, including, but not limited to, curing such Grantor Default, and Grantee shall have the option to either demand reimbursement from Grantee (which shall be paid by Grantor within thirty (30) days after Grantor's receipt of a written demand therefore) for such costs expended or incurred by Grantee to cure the same or to offset the costs expended or incurred by Grantee to cure same against any and all future payments due and payable by Grantee under this Agreement; provided, however, in the event of any breach by Grantor of Sections 13, 14 and/or 15 above, then, notwithstanding the provisions of Subsection (a) above, no cure period shall apply to such breach and no prior notice of any type whatsoever shall be required, and Grantee shall have the right to immediately pursue any and all of its remedies at law or in equity for such breach, as further described in Subsection (c) below.

(c) Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the Parties agree that (i) Grantee would be irreparably harmed by a breach by Grantor of the provisions of this Agreement, (ii) an award of damages would be inadequate to remedy such a breach and (iii) Grantee shall be entitled to seek immediate equitable relief, including, but not limited to, specific performance and/or injunctive relief, to compel Grantor's compliance with the provisions of this Agreement.

#### 25. Grantee Default.

(a) Grantee shall be in default of this Agreement if it breaches (i) any of its monetary obligations and such breach has not been cured within thirty (30) days after Grantee receives written notice of such breach from Grantor, (ii) any of its non-monetary obligations and such breach has not been cured within (A) thirty (30) days after Grantee receives written notice of such breach from Grantor or (B) an additional 30-day period if such non-monetary default cannot be cured through the exercise of Grantee's best efforts within the initial 30-day period, except that if such breach is of a non-material, non-monetary obligation, such additional cure period shall be sixty (60) days (each, a "Grantee Default").

(b) The occurrence of any Grantee Default shall entitle Grantor to such rights and remedies as may be available to Grantor under applicable law or equity, except that in the case of a non-monetary Grantee Default, Grantor hereby waives any and all rights it may have, at law or in equity, to terminate (whether in full or in part) this Agreement or to terminate, rescind, cancel or revoke Grantee's right to exercise the Option as set forth in this Agreement.

(c) In the event of any Grantee Default, Grantor shall, at least thirty (30) days prior to commencing any cause of action or other legal proceeding for same, give written notice to Grantee of Grantor's intent to commence such action or proceeding. Grantor may elect to cure any Grantee Default after Grantee's cure period has expired, and Grantee shall reimburse Grantor, within thirty

75467164.2

(30) days after Grantee's receipt of a written demand therefor, the costs expended or incurred by Grantor to cure same, including reasonable attorney fees and costs.

26. <u>Non-Waiver</u>. Except as either Party may waive in writing, the failure of either Party at any time to exercise any of its rights under this Agreement shall not be construed as a waiver or abandonment of such rights or any other right hereunder, and such Party may thereafter at any time and from time to time exercise any or all of its rights.

27. Notices. Except for any Extension Notice delivered by electronic means, all written notices and demands of any kind which either Party may be required or may desire to serve upon the other Party in connection with this Agreement may be served by (i) personal service, (ii) registered or certified U.S. mail or (iii) next day overnight delivery service via a federally recognized overnight courier service such as UPS or Federal Express. Any such notice or demand shall be addressed to the other Party at the mailing address(es) for such Party listed below. Service of any such written notice or demand shall be deemed complete (i) upon receipt in the event of personal service, (ii) on the second (2<sup>nd</sup>) business day after it is sent via registered or certified U.S. mail, and (iii) on the next business day if sent via an overnight delivery service shall be sent postage, pre-paid by the sender in order for it to be considered in compliance with this <u>Section 25</u>.

To Grantor:	Edward W. O'Neill Trust dated September 16, 2020 29205 North 3000 East Road Dwight, Illinois 60420 Attention: Edward W. O'Neill Telephone: 815-848-1271 Email: cc: <u>aaron@fellheimerlawfirm.com</u>
To Grantee:	Illinois Generation LLC 1088 Sansome Street San Francisco, California 94111 Attention: General Counsel
	With a copy, which shall not constitute notice, to: generalcounsel@patternenergy.com

Any Party, by written notice to the other Party, may change its mailing address(es), provided that the other Party shall not be bound by any such different address(es) unless and until it receives same.

### 28. <u>Cooperation with and Acceptance of Project</u>.

a.

Granter will cooperate with, and shall not in any way, directly or indirectly, oppose Grantee's efforts to obtain any permit, approval or consent necessary or useful in connection with the Easement, the Transmission System or any other aspect of the Project. Grantor and Grantee intend to and shall cooperate with each other and take such other actions as may be reasonably necessary, prudent or desirable to carry out the intents and purposes of this Agreement and to fulfill the obligations of the respective Parties hereunder (at no out-of-pocket costs to Grantor), including, but not limited to, obtaining and/or

75467164.2

executing additional documents or taking further actions that may be reasonably requested by any of Grantee's lenders, investors or title company and/or that may be necessary, prudent or desirable to give full effect to the Option, the Easement and/or this Agreement.

- b. Grantor hereby grants to Grantee a non-exclusive easement over and across the Grantor's Property and any adjacent property owned by Grantor but not subject to this instrument for any audio, visual, view, light, shadow, noise, flicker, vibration, air turbulence, wake, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the (a) construction, operations or activities of the Project, or (b) the Transmission Facilities of the Project now or hereafter located on the Property, and waives any and all claims and actions related to the same. Grantor agrees to consult with and obtain Grantee's prior written approval, in Grantee's sole discretion, as to the location of all new structures greater than forty-five (45) feet in height proposed for Grantor's Property.
- c. Grantor hereby grants to Grantee the right to test television signal strength and reception at any residence existing as of the Effective Date hereof, on Grantor's Property before and at reasonable intervals after Grantee builds the Project. In the unlikely event that the existence or operation of the Project significantly interferes with or degrades television signal reception at any existing residence on Grantor's Property, Grantee shall, at its expense and with the full cooperation of Grantor, promptly investigate and within a reasonable time correct any degradation of television signal reception actually caused by such Project. Correction measures may include, in Grantee's sole discretion, installation of television signal boosters serving the general area of the Project, installation of antenna or signal booster equipment on Grantor's Property, or repair or replacement of television receivers.
- d. Grantee recognizes that Grantor, due to the Property's proximity to gravel roads or construction areas, may be inconvenienced by construction noise and dust. Additionally, construction traffic in some areas may inconvenience Grantor or require Grantor to travel by unaccustomed routes to avoid construction traffic. Grantor acknowledges Grantee has informed Grantor of the potential impacts of construction and agrees the compensation provided in this instrument is adequate for the impacts described.

29. <u>Counterparts: Governing Law</u>. This instrument may be executed in separate and multiple counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same instrument. This instrument shall be governed by internal laws of the State of Illinois, without regard to any conflicts of law principles.

30. <u>Binding Agreement</u>. The terms and provisions in this instrument shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns, except to the extent any Grantee may be released from this Agreement pursuant to the assignment and release provisions in <u>Section 16</u>.

31. <u>Runs with the Land</u>. Each of the Option, Easement and this Agreement touches and concerns the land and shall be real rights and covenants running with the land.

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32. **Recording.** Grantee, at its expense, shall have a right to record this instrument or a similar memorandum thereof in the Official Records and, if recorded, will provide Grantor with a recorded copy.

Municipal Officer. Grantor represents and warrants that Grantor is not a Municipal 33. Officer (defined herein) of the county or any municipality in which the Property is located. "Municipal Officer" means any officer or employee of any such county or municipality, whether paid or unpaid, and includes, without limitation, members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of any such county or municipality whose official duties involve discretionary decision-making with respect to the Grantee's Energy Development (defined herein). "Energy Development" means any stage of present or future development or siting of energy developments, wind turbines, solar panels and other solar and/or wind equipment, power and related facilities or energy projects, whether considered, planned, attempted or completed, including but not limited to permitting, licensing construction and energy production. Municipal Officer also includes any entity that is directly or indirectly controlled by, or is under common control with, such officer or employee. However, Municipal Officer shall not include: (a) a judge, justice, officer or employee of the local court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the county or municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the county or municipality or to restrict authority of the municipality to act. Grantor further represents and warrants that Grantor is not a Relative (defined herein) of a Municipal Officer. "Relative" shall mean a spouse or domestic partner of the Municipal Officer, or a person claimed as a dependent on the Municipal Officer's latest individual state income tax return. If Grantor is a Municipal Officer, Grantor agrees to recuse itself from participating in any vote or other discretionary decision-making action with respect to Grantee's Energy Development. Grantor agrees to promptly notify Grantee in writing if at any time it becomes or any Relative becomes a Municipal Officer. Grantor agrees to indemnify Grantee against any loss, liability or damages, including attorneys' fees, directly or indirectly resulting from any misrepresentation by Grantor or failure by Grantor to notify Grantee as set forth above under this Section.

34. <u>Certain Costs and Expenses</u>. Each Party shall be responsible and liable for its own costs and expenses (including, but not limited to, any legal, accounting, brokerage and consultant fees) in connection with the negotiation of this Agreement and all other matters related to this Agreement, except as expressly and specifically provided in <u>Section 18</u> of this Agreement.

35. <u>Severability</u>. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

36. **No Waiver.** The failure of any Party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any Party to enforce any of such provisions, rights, or elections will not prejudice such Party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

37. Legal Review. Each Party acknowledges that it has been afforded sufficient time to review and to understand the terms and effects of this Agreement and to submit it to legal counsel of its choosing for review and advice. Each Party represents that the agreements and obligations in this Agreement are made voluntarily, knowingly and without duress.

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38. <u>Time is of the Essence</u>. Time is of the essence in this Agreement.

[Signature page follows this page]

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EXECUTED AND MADE EFFECTIVE as of the Effective Date.

**GRANTOR:** W. Or

Edward W. O'Neill as Trustee of the Edward W. O'Neill Trust dated September 16, 2020

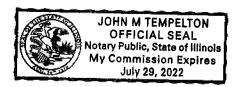
STATE OF ZIII

COUNTY OF Livingston

This instrument was acknowledged before me on the  $\frac{14}{2}$  day of  $\frac{14}{2}$ ,  $20^{22}$ , by Edward W. O'Neill as Trustee of the Edward W. O'Neill Trust dated September 16, 2020.

[NOTARY SEAL]

Notary Public My commission expires: 7-29-22



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**GRANTEE:** 

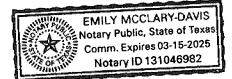
Illinois Generation ILC By: Name: smusse 0 Title: 1ADY mati

STATE OF TRAD COUNTY OF Harris

This instrument was acknowledged before me on the 7 day of 10 ne, 20 22 by Blake Ramusen, as Auton 2 2 3 grator fillinois Generation LLC, a Delaware limited liability company, on behalf of said entity.

[NOTARY SEAL]

Notary Public My commission expires:



### <u>EXHIBIT A</u> to Easement Option and Easement Agreement (Underground Electrical Energy Transmission and Distribution System)

Legal Description

#### Tract 1:

The West 40.44 acres in the Southeast Quarter of Section 13, Township 30 North, Range 7 East of the Third Principal Meridian, Dwight Township, Livingston County, Illinois.

### PIN: 05-05-13-400-002: Farm Land: 40.44 acres, more or less.

#### **Common Address: Dwight Township.**

# <u>Tract 2:</u>

The East 119 acres in the Southeast Quarter of Section 13, Township 30 North, Range 7 East of the Third Principal Meridian, Dwight Township, Livingston County, Illinois.

#### PIN: 05-05-13-400-003: Farm Land: 119 acres, more or less.

#### **Common Address: Dwight Township.**

The land described herein contains a total of 159.44 acres, more or less.

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#### <u>EXHIBIT B</u> to Easement Option and Easement Agreement (Underground Electrical Energy Transmission and Distribution System)

Form of Notice of Exercise of Option for Easement

#### PREPARED BY AND AFTER RECORDING, RETURN TO: Illinois Generation LLC

c/o General Counsel 1088 Sansome Street San Francisco, CA 94111

### NOTICE OF EXERCISE OF OPTION FOR EASEMENT (Underground Electrical Energy Transmission and Distribution System)

This NOTICE OF EXERCISE OF OPTION FOR EASEMENT (Underground Electrical Energy Transmission and Distribution System) (this "Notice of Exercise") is given this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ (the "Easement Effective Date"), by Illinois Generation LLC, a Delaware limited liability company ("Grantee"), whose mailing address is 1088 Sansome Street, San Francisco, California 94111, Attention: General Counsel.

WHEREAS, the Agreement pertains to that certain real property described in the Agreement and in <u>Exhibit A</u> attached hereto, being parcel identification number(s) \_\_\_\_\_\_\_, and provides, among other things, that upon Grantee or its successors or assigns executing and recording this Notice of Exercise in the Official Records, the Easement and all terms, conditions, obligations, rights and provisions in the Agreement pertaining to the Easement and all other matters therein shall be in full force and effect for all purposes as of the Easement Effective Date (except that the Option and Option Term shall be deemed expired as of the Easement Effective Date), including, but not limited to, Grantee's rights to erect, construct, install, reconstruct, relocate, move, maintain, operate, inspect, patrol, repair, replace, improve, alter, upgrade, dismantle, demolish and/or remove, at any time and from time to time, the Transmission System within the Property until the Easement Area has been established therein and, once established, within said Easement Area for the remainder of the Easement Term.

NOW, THEREFORE, pursuant to and in accordance with the Agreement and Grantee's rights thereunder, Grantee hereby exercises the Option granted in the Agreement by filing this Notice of Exercise in the Official Records and, by such action and in accordance the provisions contained in the Agreement,

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the Easement and all terms, conditions, obligations, rights and provisions contained in the Agreement, are in full force and effect for all purposes as of the Easement Effective Date, except that the Option and Option Term are deemed to be expired as of the Easement Effective Date.

This Notice of Exercise touches and concerns the land and shall be a real right and covenant running with the land.

Each capitalized terms used but not defined herein shall have the same meaning given to such term in the Agreement.

[Signature and acknowledgment page follows this page]

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IN WITNESS WHEREOF, Grantee has executed this Notice of Exercise to be effective as of the Easement Effective Date.

### **<u>GRANTEE</u>**:

**ILLINOIS GENERATION LLC**, a Delaware limited liability company

By:	
Name:	
Title:	

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the day of	, 20, by
, as	of Illinois Generation
LLC, a Delaware limited liability company, on behalf of said entity.	

[NOTARY SEAL]

Notary Public My commission expires: \_\_\_\_\_

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### <u>EXHIBIT A</u> to Notice of Exercise of Option for Easement (Underground Electrical Energy Transmission and Distribution System)

# Legal Description

[To be inserted at the time the Notice of Exercise is filed if the easement area has been established; if not yet established, then it will be the legal description for the Property]

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### 2021R-03528

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 07/15/2021 11:07:12AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: \$17.00 RHSPS FEE: \$9.00 GIS FEE: \$20.00 AUTO FEE: \$12.00 DOC STOR FEE: \$5.00

PAGES: 22

# PREPARED BY AND AFTER RECORDING RETURN TO:

Illinois Generation LLC c/o General Counsel 1088 Sansome Street San Francisco, CA 94111

#### EASEMENT OPTION AND EASEMENT AGREEMENT (Underground Electrical Transmission and Distribution System)

This EASEMENT OPTION AND EASEMENT AGREEMENT (Underground Electrical Transmission and Distribution System) (this "Agreement") is entered into and made effective as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_ (the "Effective Date"), by and between Keith F. Kelly, Robert W. Kelly and Rick L. Kelly ("Grantor"), whose mailing address is 32198 East 3100 North Road, Dwight, Illinois 60420, and Illinois Generation LLC, a Delaware limited liability company ("Grantee"), whose mailing address is 1088 Sansome Street, San Francisco, CA 94111. Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Grantor is the owner of that certain real property situated in Livingston County (the "County"), Illinois, being parcel identification number(s) 06-06-16-100-001 and being more particularly described in <u>Exhibit A</u> attached hereto and made a part hereof (the "Property"); and

WHEREAS, Grantee is interested in installing, constructing, maintaining and operating one or more solar and/or wind and electrical energy generation project(s) and/or power storage project(s) on real property situated adjacent to and/or in the vicinity of the Property (whether one or more, the "**Project**"); and

WHEREAS, Grantee has identified the Property as suitable land within which to install, construct, maintain and operate an underground electrical energy transmission and distribution system (all as said system is more particularly described and defined in <u>Section 6</u> below) in connection with any such Project; and

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WHEREAS, Grantee desires to acquire the irrevocable, exclusive right and option (but not the obligation) to obtain from Grantor an easement for the purposes of installing, constructing, maintaining and operating such underground electrical energy transmission and distribution system, including roads and related improvements, upon, over, above, under, across, through and within the Property, and Grantor desires to grant such irrevocable, exclusive right and option to Grantee on the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. <u>Grant of Easement Option; Right-of-Entry</u>. Grantor hereby grants to Grantee the irrevocable, exclusive right and option (the "Option") to have an exclusive easement for underground electrical energy transmission and distribution purposes upon, over, above, under, across, through and within the Property (the "Easement") in connection with any such Project. In addition, Grantor hereby grants to Grantee a license and right-of-entry upon, over, above, under, across, through and within the Property during the Option Term (as defined in <u>Section 2</u> below) for Grantee and its affiliates and its and their employees, consultants, agents and representatives to access and enter the Property for the purposes of conducting inspections, tests, studies and other activities reasonably related to Grantee's inspection, investigation and assessment of the Property's suitability for Grantee's business purposes.

2. **Option Term.** This Agreement and the Option granted herein shall have an initial term of three (3) years from the Effective Date (the "Initial Term"). Grantee shall have the right, in its sole and absolute discretion, to extend the Initial Term for one (1) additional period of two (2) years (the "Extended Term"). The Initial Term and, if it occurs, the Extended Term are referred to herein collectively as the "**Option Term**". If and when Grantee extends the Option for the Extended Term, which may occur at any time during the Initial Term, Grantee shall do so by providing Grantor with written notice of such extension (an "Extension Notice"). The deadline for providing any Extension Notice shall be 5:00 p.m. Pacific Time on the last day of the Initial Term, and electronic delivery of the Extension Notice shall be sufficient and of full force and effect.

3. <u>Termination Right</u>. Notwithstanding any other provision(s) to the contrary that may be contained elsewhere in this Agreement, Grantee shall have the right to terminate, for any reason or for no reason, (i) the Option and this Agreement at any time during the Option Term and/or (ii) the Easement and this Agreement at any time during the Easement Term (as defined in <u>Section 5</u> below), by giving at least five (5) days' prior written notice to Grantor of such termination.

4. <u>Exercise of Easement Option; Easement Effective Date</u>. Grantor hereby grants the Easement to Grantee, but with such Easement becoming effective only if and when Grantee elects to exercise the Option by executing and recording, at Grantee's expense, in the real property and/or official public records of Livingston County, Illinois (the "Official Records"), a "Notice of Exercise of Option for Easement" in the form set forth in <u>Exhibit B</u> attached hereto and made a part hereof (the "Notice of Exercise"). Grantor and Grantee expressly agree that (i) upon such recording of the Notice of Exercise, the Easement shall automatically be in full force and effect and shall be deemed effective as of the recording date of the Notice of Exercise (the "Easement Effective Date"), except that the Option and Option Term shall be deemed to have expired on the Easement Effective Date; and (ii) other than the Notice of Exercise being executed and recorded by Grantee, no documentation or other instrument is required to be entered into or recorded by the Parties in order to give full force and effect to the Easement and all the provisions,

terms and conditions contained in this Agreement (except as to the Option and Option Term). Grantee shall provide a recorded copy of the Notice of Exercise to Grantor.

5. <u>Easement Term</u>. The term of the Easement shall be for a period of fifty-three (53) years from and after the Easement Effective Date (the "Easement Term") unless sooner terminated in accordance with <u>Section 3</u> above or otherwise.

#### 6. **Transmission and Distribution System.**

- a. Grantee shall have the right to, at any time and from time to time during the Easement Term, erect, construct, install, reconstruct, relocate, move, maintain, operate, inspect, patrol, repair, replace, improve, alter, upgrade, dismantle, demolish and/or remove an underground electrical energy transmission and distribution system within the Property consisting of one or more transmission and distribution systems and a variable number of conductors, junction boxes, splice boxes, insulators, wires and cables, and all fixtures, equipment, appurtenances and devices related to any or all of the foregoing or otherwise necessary or convenient in connection with such underground electrical energy transmission and distribution system, including below ground cable, fiber optic cable, and wires and appurtenant equipment and fixtures for communication uses, including for third-party use and colocation, and roads and related improvements and appurtenances to access any or all of the foregoing (collectively, the "**Transmission System**").
- b. Prior to the construction of the Transmission System, Grantee will use its commercially reasonable efforts to meet with Grantor to discuss the proposed locations of any portions of the Transmission System on the Property ("Proposed Locations"). Grantee agrees to listen and give due consideration to Grantor's comments and/or concerns with regard to the Proposed Locations and its interaction with Grantor's current use of the Property, and Grantee shall use commercially reasonable efforts to address such comments and/or concerns; provided that doing so will not increase the costs to Grantee of designing, constructing or operating the Transmission System. The location of the Transmission System within the Property shall be determined by Grantee in its sole and absolute discretion, and, once the location of the Easement Area (as defined in Section 7 below) is established in accordance with Section 7 below, any later installed or constructed components of the Transmission System shall be located within the Easement Area (except as permitted otherwise in Section 8 below). Grantee shall have rights to lateral and subjacent support for the Transmission System, and Grantor's excavation activities are expressly made subject to the provisions of Section 13 below. Grantor shall be allowed to continue using Grantor's Property, and the Easement Area (as hereinafter defined) for the purposes of general farming, so long as such farming does not interfere with the Transmission System.

7. Easement Area. Within sixty (60) days following Grantee's determination that the construction of the Project and Transmission System has been completed, Grantee shall adjust the Easement area to a seventy-five foot (75') wide corridor within the Property, which width shall be measured from the centerline of the as-built transmission line of the Transmission System (the "Easement Area"). Grantee agrees to record documentation in the Official Records in order to give constructive notice to third parties of such established location of the Easement Area and to release the remainder of the Property from the Easement and this Agreement (except as permitted otherwise in Section 8 and 9 below) effective upon the recording of such documentation. Grantor and Grantee expressly agree that no documentation or instrument

other than the foregoing documentation shall be required in order to establish the location of the Easement Area. Notwithstanding the foregoing, if Grantee wishes to establish the location of the Easement Area if and when it records the Notice of Exercise, Grantee may (but is not obligated to) do so by recording a legal description of the Easement Area together with the Notice of Exercise.

8. <u>Additional Rights of Grantee</u>. In addition to the Easement, Grantor hereby grants to Grantee the following rights, each of which shall become effective on the Easement Effective Date a temporary construction easement upon, over, above, across, through and within Grantor's property located adjacent to and/or adjoining the Easement Area for a distance of up to twenty-five feet (25') from the boundaries of the Easement Area for Grantee' use during construction of the Transmission System, which shall terminate upon the completion of construction of the Transmission System.

9. **Removal of Obstructions.** Grantee shall have the rights to (i) remove all crops and have Grantor remove all livestock from the Easement Area prior to Grantee's construction; (ii) remove any tree, shrub, plant or other vegetation within the Easement Area during the Easement Term; (iii) excavate, grade, level and otherwise modify the Property or, if established, the Easement Area in connection with the initial installation of the Transmission System; and (iv) subject to Grantee's repair and reimbursement obligations contained in Section 10 below, remove, modify or otherwise alter anything (including, but not limited to, any improvements, utility lines or other facilities installed or constructed (whether above or below the surface) that were previously consented to by Grantee under this Agreement, the giving of which consent shall not in any way waive the provisions of this Section 9) that could reasonably be anticipated to obstruct, interfere with or impair the Transmission System or Easement Area or Grantee's access to or use of same to the full extent of its rights granted under this Agreement.

### 10. Repair of the Property, and Compensation to Grantor.

- a. <u>Drainage Systems and Personal Property</u>. Grantee shall repair damage to Grantor's roads, drainage tile, irrigation pumps and center pivot irrigation systems, land surface, driveways and fences if and to the extent any such damage is caused by Grantee's activities within the Property (except if, pursuant to this Agreement, Grantee's consent was required for any such items installed or constructed after the Effective Date but Grantor did not obtain Grantee's prior written consent therefor).
- b. Damages to Grass or Growing Crops. In the event that Grantee suffers any destruction of, or damage to, its grass or growing crops on the Property due to Grantee's or its contractors' or subcontractors' construction, access, maintenance or decommissioning activities on the Property (each such event in which grass or growing crops are damaged a "Crop Damaging Event"), Grantee shall pay Grantor for all damage to, or loss of, such grass or growing crops in an amount equal to the reasonable value of such grass as pasture, or equal to the revenue that the Grantor would have received on the open market for said crops during the growing season during which crops were damaged or destroyed (the "Crop Damage Payment"). The Crop Damage Payment shall be made by Grantee within ninety (90) days after the amount of such payment is determined in accordance with Section 10.b.i and provided to Grantee pursuant to Section 10.b.ii below.
  - i. The amount of such loss for grass shall be based upon (a) the amount of acreage affected and (b) the average rental rate for comparable grass pasture for the period of time that grazing is impaired. The amount of such loss for growing crops shall be determined based upon (a) the amount of acreage affected, (b) the average yield

per acre of the crop actually planted or growing on the acreage affected (or for which there are documented plans for such crops to be planted on the acreage affected but which planting could not occur due to construction, access, maintenance or decommissioning activity) at the time the damage occurred, and (c) the market price received for that particular type of crop during the then current growing season.

ii. Grantor shall deliver its calculation and supporting evidence of the Crop Damage Payment to Grantee within forty-five (45) days after Grantor notifies Grantee of the Crop Damaging Event or Grantor is made aware of the Crop Damaging Event. Grantee shall also have the right, at its sole cost, to use a third-party surveyor to confirm the amount of acreage affected. Should Grantor fail to timely present such evidence to Grantee, or if Grantee disagrees with the calculation of the amount requested, Grantor and Grantee shall determine the amount of any payment in consultation with the local Farm Service Agency to obtain the average yield per acre and market value of any particular crop during such growing season.

c. Notwithstanding the foregoing, Grantee shall not be obligated to pay or reimburse Grantor for any damage to or removal of trees, shrubs, plants or other vegetation resulting from Grantee's activities within the Property.

Participating Landowner. Owner affirms that, pursuant to entering into this Easement 11. Agreement, Owner is participating in the Project and Owner waives all setbacks that are able to be waived by participating and affected landowners in the Livingston County Ordinances, including without limitation in Sections 56-618(h) and 56-646(f) of the Livingston County Ordinances, which Livingston County Ordinances Owner has reviewed to the extent such ordinances relate to wind and projects in the County. Further, Grantor affirms that on behalf of itself and its officers, partners, members, directors, managers, employees, agents, successors and assigns, agrees that it will not in any way, directly or indirectly, oppose, or seek to hinder or delay, and will not in any way, directly or indirectly, assist or provide cooperation to others who oppose or seek to hinder or delay: (i) the processing and issuance of entitlements, permits, approvals or other determinations for the development, use, and operation of the Project; (ii) ordinances, permits, approvals or determinations in any way related to the construction of public works, and/or offsite improvements related to the Project; (iii) financial or any other agreements with governing agencies; or (iv) any modification, renewal, extension, or amendment of any of the foregoing. Grantor also agrees to assist Grantee by providing any and all information within their possession on the location of drainage tile on the Property, at the request of Grantor.

12. <u>Grantee Responsibilities</u>. During the Easement Term, Grantee shall: (i) comply, in all material respects, with all municipal, state and federal ordinances, rules and statutes applicable to Grantee's operations on and use of the Property or Easement Area; (ii) remove any mechanics' liens filed against the Property or Easement Area due to labor, services, supplies, equipment or materials purchased by Grantee; and (iii) pay any property taxes attributable to the Transmission System.

13. <u>Third Party Property Interests</u>. Grantor shall not grant to any other party or person (including any affiliate of Grantor) an easement, lease, license, right-of-entry or similar property interest, possessory or otherwise, including any option to acquire any of the foregoing interests (individually and collectively, the "Property Interests"), in all or any part of (i) the Property during the Option Term and/or (ii) the Easement Area during the Easement Term, in each instance, without the prior written consent of Grantee. Grantee agrees that the Option, Easement and this Agreement are subject to any Property

Interests filed in the Official Records prior to the Effective Date. Grantee shall not sell, convey or otherwise transfer ownership of all or any part of the Property, or any interest in Grantor, to any party (including an affiliate of Grantor) that generates, collects, transmits, distributes or otherwise provides electrical energy, in each instance, without the prior written consent of Grantee.

14. Non-Interference. Grantor shall not endanger, disturb, interfere with, create a hazard in the exercise of, inhibit, impair, hinder, impede, obstruct, hamper, diminish, curtail and/or or delay Grantee's access to and use of the Property during the Option Term or the Easement Area or Transmission System during the Easement Term. Grantor agrees that, during the Easement Term, it will not (and will not permit others to), without the prior written consent of Grantee, grade, excavate, fill or flood the Property within one hundred feet (100') of any part of the Transmission System, which consent may be withheld in Grantee's sole and absolute discretion if, in Grantee's opinion, any such activity within such area may endanger, disturb, interfere with, create a hazard in the exercise of, inhibit, impair, hinder, impede, obstruct, hamper, diminish, curtail or delay any of Grantee's rights, privileges or benefits under this Agreement, the Transmission System, Grantee's access to and use of the Easement Area or Transmission System or Grantee's rights to lateral and subjacent support for the Transmission System. Grantor shall give written notice to Grantee at least forty-five (45) days prior to the date Grantor intends to commence such work, which notice shall describe in detail Grantor's plans for such work. If Grantee gives its consent to any such work, then such work shall be conducted and completed in accordance with the terms hereof and good engineering practice and shall meet all requirements of the National Electrical Safety Code and/or other laws and regulations then-applicable to electric facilities.

15. <u>Grantor's Reserved Rights</u>. Subject to the other provisions of this Agreement (including, but not limited to, the provisions in <u>Section 13</u> above), Grantor reserves all other rights to the Property that are not inconsistent with Grantee's rights and interests under this Agreement, except that Grantor shall not locate crops or livestock within the Easement Area after the removal of same during Grantee's construction activities for the Transmission System. Such reserved rights of Grantor shall include, but shall not necessarily be limited to, the following (all of which in <u>Subsections (b)</u> and (c) below shall be subject to Grantee's prior written consent and to the provisions of <u>Section 13</u>), all to be maintained by Grantor, at its sole expense:

(a) the right to retain existing roads, driveways, fences, pipelines and sewer, water, drainage, electrical, telecommunications and fiber optic lines and related improvements and facilities within the Easement Area at their existing locations as of the Effective Date; provided, however, Grantee shall have the right to remove and relocate any such existing fences, at its expense;

(b) the right to install and construct new electrical, telecommunications and fiber optic lines and related improvements and facilities (but not new fences (except as provided in <u>Subsection</u> (c) below), roads, driveways, pipelines or sewer, water or drainage lines or related improvements or facilities) within the Easement Area, provided that (i) Grantor repairs and restores (or reimburses Grantee for such repairs and restoration, at Grantee's election) the surface of the Easement Area to the condition in which it existed prior to the installation of such new electrical, telecommunications or fiber optic lines and related improvements and facilities; (ii) all new electrical, telecommunications and fiber optic lines that will cross the Easement Area shall do so at an angle of not less than forty-five degrees ( $45^\circ$ ), such angle to be measured between the centerline of the Easement Area and the centerline of such new line at the point of crossing; and (iii) all such new lines are installed and constructed in strict compliance with all clearance requirements of the

National Electrical Safety Code and/or other laws and regulations then-applicable to electrical facilities; and

(c) the right to install and construct new fences within the Easement Area, provided that all such new fences are located parallel to and at least twenty feet (20') from each side of the Transmission System.

Before exercising any of the foregoing rights reserved in this <u>Section 14</u>, Grantor shall give Grantee at least forty-five (45) days' prior written notice describing in detail Grantor's plans for such work, and Grantee shall have the right to object to such plans. If Grantee objects, then the Parties shall work together, in a reasonable manner, to adjust or modify Grantor's plans, but Grantee's discretionary consent rights under <u>Section 13</u> shall not be diminished.

16. <u>Grantor's Mineral, Groundwater and Other Rights</u>. Grantor holds, possesses, and retains all rights, title and interests in and to the oil, gas, coal and other minerals, sand, gravel, caliche and dirt and groundwater in, on or under the Property. Grantor and/or Grantor's lessees or other third parties shall not be permitted to drill for or remove oil, gas, coal or other minerals, sand, gravel, caliche, dirt or groundwater from or under the Easement Area by direct drilling or by mining or quarrying, but Grantor may extract oil, gas, coal, other minerals and groundwater by directional or horizontal drilling or other means conducted outside the Easement Area, so long as such activities do not interfere with, disturb, hinder, impair, endanger or obstruct (i) the Transmission System or access to and use, construction, installation and operation of same, (ii) the access to and use of the Easement Area or (iii) Grantee's exercise of all of its rights and interests under this Agreement.

17. **Ownership of Improvements.** Grantor agrees that all of the Transmission System installed or placed upon, over, above, under, across and within the Easement Area by Grantee shall be and shall remain the property of Grantee and shall not be deemed part of Grantor's interests in the Easement Area nor be deemed, except for any road within the Easement Area, fixtures to the land. Grantor hereby waives and releases any and all lien rights and other encumbrances, whether afforded to Grantor by statute, common law or otherwise, Grantor may have in and to the Transmission System. Notwithstanding the foregoing, if Grantor requests in writing that Grantee not remove any road constructed by Grantee within the Easement Area at the end of the Easement Term or earlier termination of this Agreement, then Grantee shall have no obligation to remove such road and it shall thereafter be deemed to be Grantor's property; provided, that, Grantee shall have no liabilities or obligations associated with such road.

18. Assignment. Grantee may at any time and from time to time, without the consent of Grantor, sell, assign, transfer, convey, grant a sub-easement, encumber, hypothecate, mortgage, pledge, grant a lien upon and/or security interest in, or otherwise alienate all or any part of its rights, titles and interests in, to, under or relating to this Agreement, the Option, the Easement, the Easement Area and/or the Transmission System. Any assignment, transfer or conveyance (in whole or in part) by Grantee to any other party, whether one or more, that assumes, in writing, the obligations of Grantee hereunder shall operate as an automatic release of Grantee from all liability and such obligations hereunder (and, if a partial assignment, transfer or conveyance. Without limiting the foregoing, Grantor agrees that, upon such automatic release of the assigning Grantee as aforesaid, Grantor shall provide, upon Grantee's request, a written release to evidence same. For avoidance of doubt, a direct or indirect change of control of Grantee is not and shall not be deemed an assignment or transfer and shall not require consent of or notification to Grantor.

Indemnity. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE 19. OTHER PARTY, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EQUITY HOLDERS, EMPLOYEES, AND AGENTS (ITS "INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS") (INCLUDING THOSE THAT RESULT FROM INJURY TO OR DEATH OF PERSONS AND DAMAGE TO PROPERTY) CAUSED BY THE INDEMNIFYING PARTY'S USE OF THE PROPERTY DURING THE OPTION TERM AND THE EASEMENT AREA DURING THE EASEMENT TERM OR OTHERWISE RELATING TO THIS AGREEMENT, BUT ONLY TO THE EXTENT CAUSED BY SUCH INDEMNIFYING PARTY'S (OR ITS INDEMNITEES') BREACH OF THIS AGREEMENT, BREACH OF APPLICABLE LAW, NEGLIGENT ACTS OR OMISSIONS (INCLUDING GROSS NEGLIGENCE) OR WILLFUL OR INTENTIONAL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS GRANTOR OR ITS INDEMNITEES AGAINST CLAIMS ARISING OR RESULTING FROM, OR CAUSED BY, ANY ACTS, ACTIVITIES OR OMISSIONS (WHETHER NEGLIGENT OR NON-NEGLIGENT) OF ANY PERSON OR PARTY (OTHER THAN GRANTEE) HAVING A LEASE, EASEMENT, LICENSE, OR OTHER OCCUPANCY OR ENTRY RIGHTS WITHIN THE PROPERTY OR THE EASEMENT AREA OR TRESPASSERS UPON THE PROPERTY OR THE EASEMENT AREA.

20. <u>Waiver of Certain Damages.</u> NEITHER PARTY NOR ITS INDEMNITEES SHALL BE ENTITLED TO, AND EACH PARTY HEREBY WAIVES AND RELEASES ANY AND ALL OF ITS RIGHTS TO, ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY AND/OR SIMILAR TYPES OF DAMAGES, WHETHER THE CLAIM MADE UNDER THIS AGREEMENT IS ASSERTED IN CONTRACT, TORT, OR OTHERWISE.

21. <u>Waiver of Jury Trial</u>. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT.

22. <u>Insurance</u>. Grantee shall obtain and maintain in force policies of insurance covering Grantee's activities within the Property during the Option Term and Easement Area during the Easement Term. The policies shall include commercial general liability insurance and, if applicable, workers' compensation and commercial auto liability insurance. Such insurance coverage may be provided as part of a blanket policy that also covers other facilities or properties of Grantee.

23. <u>Representations and Warranties of Grantor</u>. Grantor hereby makes the following representations and warranties to Grantee as of the Effective Date and as of the Easement Effective Date:

- (a) Grantor is the sole owner of the fee simple title and interests in and to the Property;
- (b) Grantor is not the subject of any bankruptcy, insolvency or probate proceeding;

(c) there are no lawsuits, legal actions, legal proceedings, claims, condemnations, eminent domain proceedings or other proceedings pending, proposed, threatened or anticipated with respect to any matter affecting any part of the Property or any of Grantor's rights, title or interests therein; (d) all taxes due and payable for the Property have been fully paid;

(e) there are no tax liens, contractors' liens, mortgage liens, mechanics' liens or other monetary liens against any part of the Property;

(f) there are no underground tanks, oil or gas wells, or mining operations located within any part of the Property, nor, to the best of Grantor's knowledge, has there been any of the foregoing located within any part of the Property;

(g) there are no cemeteries or other burial grounds within any part of the Property;

(h) there is no grazing, farming, hunting or recreational lease, license or right-of-entry (whether written or oral) affecting any part of the Property, except as disclosed on <u>Exhibit C</u>, attached hereto, which shall be removed prior to the recording of this Agreement which removal shall not affect the validity of this Agreement;

(i) Grantor has not and, to the best of Grantor's knowledge, no other party has generated, treated, stored, disposed of or otherwise deposited any hazardous materials in, on, at or under any part of the Property; and

(j) there are no unrecorded oil, gas, coal, mineral or similar leases affecting any part of the Property, and no drilling or extraction activities is occurring or has occurred in, on, at or under any part of the Property.

#### 24. Grantor Default.

(a) Grantor shall be in default of this Agreement if it breaches (i) any of its monetary obligations and such breach has not been cured within thirty (30) days after Grantor receives written notice of such breach from Grantee, (ii) any of its non-monetary obligations and such breach has not been cured within (A) thirty (30) days after Grantor receives written notice of such breach from Grantee or (B) an additional 30-day period if such non-monetary default cannot be cured through the exercise of Grantor's best efforts within the initial 30-day period, except that if such breach is of a non-material, non-monetary obligation, such additional cure period shall be sixty (60) days (each, a "*Grantor Default*").

(b) Upon the occurrence of a Grantor Default, Grantee shall have the right to pursue or commence, after Grantee provides Grantor with thirty (30) days prior written notice of Grantee's intent to do same, any actions and remedies that may be available to Grantee at law or in equity, including, but not limited to, curing such Grantor Default, and Grantee shall have the option to either demand reimbursement from Grantee (which shall be paid by Grantor within thirty (30) days after Grantor's receipt of a written demand therefore) for such costs expended or incurred by Grantee to cure the same or to offset the costs expended or incurred by Grantee to cure same against any and all future payments due and payable by Grantee under this Agreement; provided, however, in the event of any breach by Grantor of <u>Sections 13</u>, <u>14</u> and/or <u>15</u> above, then, notwithstanding the provisions of <u>Subsection (a)</u> above, no cure period shall apply to such breach and no prior notice of any type whatsoever shall be required, and Grantee shall have the right to immediately pursue

any and all of its remedies at law or in equity for such breach, as further described in <u>Subsection</u> (c) below.

(c) Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the Parties agree that (i) Grantee would be irreparably harmed by a breach by Grantor of the provisions of this Agreement, (ii) an award of damages would be inadequate to remedy such a breach and (iii) Grantee shall be entitled to seek immediate equitable relief, including, but not limited to, specific performance and/or injunctive relief, to compel Grantor's compliance with the provisions of this Agreement.

#### 25. Grantee Default.

(a) Grantee shall be in default of this Agreement if it breaches (i) any of its monetary obligations and such breach has not been cured within thirty (30) days after Grantee receives written notice of such breach from Grantor, (ii) any of its non-monetary obligations and such breach has not been cured within (A) thirty (30) days after Grantee receives written notice of such breach from Grantor or (B) an additional 30-day period if such non-monetary default cannot be cured through the exercise of Grantee's best efforts within the initial 30-day period, except that if such breach is of a non-material, non-monetary obligation, such additional cure period shall be sixty (60) days (each, a "Grantee Default").

(b) The occurrence of any Grantee Default shall entitle Grantor to such rights and remedies as may be available to Grantor under applicable law or equity, except that in the case of a non-monetary Grantee Default, Grantor hereby waives any and all rights it may have, at law or in equity, to terminate (whether in full or in part) this Agreement or to terminate, rescind, cancel or revoke Grantee's right to exercise the Option as set forth in this Agreement.

(c) In the event of any Grantee Default, Grantor shall, at least thirty (30) days prior to commencing any cause of action or other legal proceeding for same, give written notice to Grantee of Grantor's intent to commence such action or proceeding. Grantor may elect to cure any Grantee Default after Grantee's cure period has expired, and Grantee shall reimburse Grantor, within thirty (30) days after Grantee's receipt of a written demand therefor, the costs expended or incurred by Grantor to cure same.

26. <u>Non-Waiver</u>. Except as either Party may waive in writing, the failure of either Party at any time to exercise any of its rights under this Agreement shall not be construed as a waiver or abandonment of such rights or any other right hereunder, and such Party may thereafter at any time and from time to time exercise any or all of its rights.

27. Notices. Except for any Extension Notice delivered by electronic means, all written notices and demands of any kind which either Party may be required or may desire to serve upon the other Party in connection with this Agreement may be served by (i) personal service, (ii) registered or certified U.S. mail or (iii) next day overnight delivery service via a federally recognized overnight courier service such as UPS or Federal Express. Any such notice or demand shall be addressed to the other Party at the mailing address(es) for such Party listed below. Service of any such written notice or demand shall be deemed complete (i) upon receipt in the event of personal service, (ii) on the second (2<sup>nd</sup>) business day after it is sent via registered or certified U.S. mail, and (iii) on the next business day if sent via an overnight delivery service. All such written notices and demands sent via registered or certified U.S. mail or overnight delivery

service shall be sent postage, pre-paid by the sender in order for it to be considered in compliance with this <u>Section 25</u>.

To Grantor:	Keith F. Kelly Robert W. Kelly Rick L. Kelly 32198 East 3100 North Road Dwight, Illinois 60420 Attention: Keith F. Kelly Robert W. Kelly Rick L. Kelly Telephone: Email: kellyz5@sbcglobal.net
To Grantee:	Illinois Generation LLC 1088 Sansome Street San Francisco, California 94111 Attention: General Counsel With a copy, which shall not constitute notice, to: generalcounsel@patternenergy.com

Any Party, by written notice to the other Party, may change its mailing address(es), provided that the other Party shall not be bound by any such different address(es) unless and until it receives same.

#### 28. <u>Cooperation with and Acceptance of Project.</u>

а.

Grantor will cooperate with, and shall not in any way, directly or indirectly, oppose Grantee's efforts to obtain any permit, approval or consent necessary or useful in connection with the Easement, the Transmission System or any other aspect of the Project. Grantor and Grantee intend to and shall cooperate with each other and take such other actions as may be reasonably necessary, prudent or desirable to carry out the intents and purposes of this Agreement and to fulfill the obligations of the respective Parties hereunder (at no out-of-pocket costs to Grantor), including, but not limited to, obtaining and/or executing additional documents or taking further actions that may be reasonably requested by any of Grantee's lenders, investors or title company and/or that may be necessary, prudent or desirable to give full effect to the Option, the Easement and/or this Agreement.

b. Grantor hereby grants to Grantee a non-exclusive easement over and across the Grantor's Property and any adjacent property owned by Grantor but not subject to this instrument for any audio, visual, view, light, shadow, noise, flicker, vibration, air turbulence, wake, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the (a) construction, operations or activities of the Project, or (b) the Transmission Facilities of the Project now or hereafter located on the Property, and waives any and all claims and actions related to the same. Grantor agrees to consult with and obtain Grantee's prior written approval, in Grantee's sole discretion, as to the location of all new structures greater than forty-five (45) feet in height proposed for Grantor's Property.

- c. Grantor hereby grants to Grantee the right to test television signal strength and reception at any residence existing as of the Effective Date hereof, on Grantor's Property before and at reasonable intervals after Grantee builds the Project. In the unlikely event that the existence or operation of the Project significantly interferes with or degrades television signal reception at any existing residence on Grantor's Property, Grantee shall, at its expense and with the full cooperation of Grantor, promptly investigate and within a reasonable time correct any degradation of television signal reception actually caused by such Project. Correction measures may include, in Grantee's sole discretion, installation of television signal boosters serving the general area of the Project, installation of antenna or signal booster equipment on Grantor's Property, or repair or replacement of television receivers.
- d. Grantee recognizes that Grantor, due to the Property's proximity to gravel roads or construction areas, may be inconvenienced by construction noise and dust. Additionally, construction traffic in some areas may inconvenience Grantor or require Grantor to travel by unaccustomed routes to avoid construction traffic. Grantor acknowledges Grantee has informed Grantor of the potential impacts of construction and agrees the compensation provided in this instrument is adequate for the impacts described.

29. <u>Counterparts; Governing Law</u>. This instrument may be executed in separate and multiple counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same instrument. This instrument shall be governed by internal laws of the State of Illinois, without regard to any conflicts of law principles.

30. **Binding Agreement.** The terms and provisions in this instrument shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns, except to the extent any Grantee may be released from this Agreement pursuant to the assignment and release provisions in <u>Section 16</u>.

31. <u>Runs with the Land</u>. Each of the Option, Easement and this Agreement touches and concerns the land and shall be real rights and covenants running with the land.

32. **Recording.** Grantee, at its expense, shall have a right to record this instrument or a similar memorandum thereof in the Official Records and, if recorded, will provide Grantor with a recorded copy.

33. <u>Municipal Officer</u>. Grantor represents and warrants that Grantor is not a Municipal Officer (defined herein) of the county or any municipality in which the Property is located. "Municipal Officer" means any officer or employee of any such county or municipality, whether paid or unpaid, and includes, without limitation, members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of any such county or municipality whose official duties involve discretionary decision-making with respect to the Grantee's Energy Development (defined herein). "Energy Development" means any stage of present or future development or siting of energy developments, wind turbines, solar panels and other solar and/or wind equipment, power and related facilities or energy projects, whether considered, planned, attempted or completed, including but not limited to permitting, licensing construction and energy production. Municipal Officer also includes any entity that is directly or indirectly controlled by, or is

under common control with, such officer or employee. However, Municipal Officer shall not include: (a) a judge, justice, officer or employee of the local court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the county or municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the county or municipality or to restrict authority of the municipality to act. Grantor further represents and warrants that Grantor is not a Relative (defined herein) of a Municipal Officer. "**Relative**" shall mean a spouse or domestic partner of the Municipal Officer, or a person claimed as a dependent on the Municipal Officer's latest individual state income tax return. If Grantor is a Municipal Officer, Grantor agrees to recuse itself from participating in any vote or other discretionary decision-making action with respect to Grantee's Energy Development. Grantor agrees to promptly notify Grantee in writing if at any time it becomes or any Relative becomes a Municipal Officer. Grantor agrees to indemnify Grantee against any loss, liability or damages, including attorneys' fees, directly or indirectly resulting from any misrepresentation by Grantor or failure by Grantor to notify Grantee as set forth above under this Section.

34. <u>Certain Costs and Expenses</u>. Each Party shall be responsible and liable for its own costs and expenses (including, but not limited to, any legal, accounting, brokerage and consultant fees) in connection with the negotiation of this Agreement and all other matters related to this Agreement, except as expressly and specifically provided in <u>Section 18</u> of this Agreement.

35. <u>Severability</u>. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

36. **No Waiver.** The failure of any Party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any Party to enforce any of such provisions, rights, or elections will not prejudice such Party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

37. **Legal Review**. Each Party acknowledges that it has been afforded sufficient time to review and to understand the terms and effects of this Agreement and to submit it to legal counsel of its choosing for review and advice. Each Party represents that the agreements and obligations in this Agreement are made voluntarily, knowingly and without duress.

38. <u>Time is of the Essence</u>. Time is of the essence in this Agreement.

[Signature page follows this page]

EXECUTED AND MADE EFFECTIVE as of the Effective Date.

**GRANTOR**:

Krich 7. Kelly Keith F. Kelly

STATE OF \_III wais

COUNTY OF LIVINGSTON

This instrument was acknowledged before me on the 23 day of 30, 2021, by Keith F. Kelly.

[NOTARY SEAL] JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Hinois My Commission Expires July 29-2021

**GRANTOR**:

Robert W. Kelly

STATE OF ZILINAS

COUNTY OF LIVINGSTON

This instrument was acknowledged before me on the 23 day of June, 20 21, by Robert W. Kelly.

[NOTARY SEAL] Notary Public My commission expires: 7.29.21 JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires July 29, 2021

**GRANTOR**:

12 7 900g Rick L. Kelly

STATE OF ZILINAS

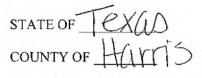
COUNTY OF Livingsten

This instrument was acknowledged before me on the <u>23</u> day of <u>5000</u>, 20<u>21</u>, by Rick L. Kelly.

[NOTARY SEAL] Notary Public My commission expires: 7-29-21 JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires July 29, 2021

### GRANTEE:

Illinois Generation LLQ By: Blake Rasmussen Name: Title: Authorized Signatory



BLACE Full as Authorized Sign about 10,2021, by LLC, a Delaware limited liability company, on behalf of said entity.

[NOTARY SEAL]

"Pari M Notary Public My commission expires: 3-1

EMILY MCCLARY-DAVIS My Notary ID # 131046982 Expires March 15, 2025

### <u>EXHIBIT A</u> to Easement Option and Easement Agreement (Underground Electrical Energy Transmission and Distribution System)

#### Legal Description

The West Half (W  $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the West Half (W $\frac{1}{2}$ ) of the East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), Section 16, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, containing 120 acres, more or less.

PIN: 06-06-16-100-001: Farm Land: 120 acres, more or less.

Common Address: Round Grove Township: 32198 East 3100 North Road, Dwight, Illinois 60420.

#### <u>EXHIBIT B</u> to Easement Option and Easement Agreement (Underground Electrical Energy Transmission and Distribution System)

Form of Notice of Exercise of Option for Easement

PREPARED BY AND AFTER RECORDING, RETURN TO: Illinois Generation LLC c/o General Counsel 1088 Sansome Street San Francisco, CA 94111

### NOTICE OF EXERCISE OF OPTION FOR EASEMENT (Underground Electrical Energy Transmission and Distribution System)

This NOTICE OF EXERCISE OF OPTION FOR EASEMENT (Underground Electrical Energy Transmission and Distribution System) (this "Notice of Exercise") is given this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_ (the "Easement Effective Date"), by Illinois Generation LLC, a Delaware limited liability company ("Grantee"), whose mailing address is 1088 Sansome Street, San Francisco, California 94111, Attention: General Counsel.

WHEREAS, Grantee and \_\_\_\_\_\_, a ("Grantor"), entered into that certain Easement Option and Easement Agreement (Electrical Energy Transmission and Distribution System) dated effective \_\_\_\_\_\_, 20\_\_\_\_ (the "Agreement") and recorded on \_\_\_\_\_\_, 20\_\_\_\_, in the real property and/or official records of \_\_\_\_\_\_ County, Illinois (the "Official Records"), as Document No.

NOW, THEREFORE, pursuant to and in accordance with the Agreement and Grantee's rights thereunder, Grantee hereby exercises the Option granted in the Agreement by filing this Notice of Exercise in the Official Records and, by such action and in accordance the provisions contained in the Agreement,

WHEREAS, the Agreement pertains to that certain real property described in the Agreement and in <u>Exhibit A</u> attached hereto, being parcel identification number(s) \_\_\_\_\_\_\_, and provides, among other things, that upon Grantee or its successors or assigns executing and recording this Notice of Exercise in the Official Records, the Easement and all terms, conditions, obligations, rights and provisions in the Agreement pertaining to the Easement and all other matters therein shall be in full force and effect for all purposes as of the Easement Effective Date (except that the Option and Option Term shall be deemed expired as of the Easement Effective Date), including, but not limited to, Grantee's rights to erect, construct, install, reconstruct, relocate, move, maintain, operate, inspect, patrol, repair, replace, improve, alter, upgrade, dismantle, demolish and/or remove, at any time and from time to time, the Transmission System within the Property until the Easement Area has been established therein and, once established, within said Easement Area for the remainder of the Easement Term.

the Easement and all terms, conditions, obligations, rights and provisions contained in the Agreement, are in full force and effect for all purposes as of the Easement Effective Date, except that the Option and Option Term are deemed to be expired as of the Easement Effective Date.

This Notice of Exercise touches and concerns the land and shall be a real right and covenant running with the land.

Each capitalized terms used but not defined herein shall have the same meaning given to such term in the Agreement.

[Signature and acknowledgment page follows this page]

IN WITNESS WHEREOF, Grantee has executed this Notice of Exercise to be effective as of the Easement Effective Date.

### **GRANTEE**:

ILLINOIS GENERATION LLC, a Delaware limited liability company

Ву:	
Name:	
Title:	

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_\_ of Illinois Generation LLC, a Delaware limited liability company, on behalf of said entity.

[NOTARY SEAL]

Notary Public My commission expires:

### <u>EXHIBIT A</u> to Notice of Exercise of Option for Easement (Underground Electrical Energy Transmission and Distribution System)

## Legal Description

[To be inserted at the time the Notice of Exercise is filed if the easement area has been established; if not yet established, then it will be the legal description for the Property]

PIN:

Commonly Known As:

### 2021R-05410

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 10/29/2021 08:37:57AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: \$17.00 RHSPS FEE: \$9.00 GIS FEE: \$20.00 AUTO FEE: \$12.00 DOC STOR FEE: \$5.00

PAGES: 20

# PREPARED BY AND AFTER RECORDING RETURN TO:

Illinois Generation LLC c/o General Counsel 1088 Sansome Street San Francisco, CA 94111

### EASEMENT OPTION AND EASEMENT AGREEMENT (Electrical Transmission and Distribution System)

This EASEMENT OPTION AND EASEMENT AGREEMENT (Electrical Transmission and Distribution System) (this "Agreement") is entered into and made effective as of the <u>26</u>" day of <u>()</u> (), 2021 (the "Effective Date"), by and between Richard R. White and Elaine N. White, husband and wife ("Grantor"), whose mailing address is 34505 East 3100 North Road, Reddick, Illinois 60961, and Illinois Generation LLC, a Delaware limited liability company ("Grantee"), whose mailing address is 1088 Sansome Street, San Francisco, CA 94111. Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Grantor is the owner of that certain real property situated in Livingston County (the "County"), Illinois, being parcel identification number(s) 06-06-13-400-003 and being more particularly described in <u>Exhibit A</u> attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, Grantee is interested in installing, constructing, maintaining and operating one or more solar and/or wind and electrical energy generation project(s) and/or power storage project(s) on real property situated adjacent to and/or in the vicinity of the Property (whether one or more, the "**Project**"); and

WHEREAS, Grantee has identified the Property as suitable land within which general area to install, construct, maintain and operate an electrical energy transmission and distribution system (all as said system is more particularly described and defined in <u>Section 6</u> below) in connection with any such Project; and

WHEREAS, Grantee desires to acquire the irrevocable, exclusive right and option (but not the obligation) to obtain from Grantor an easement for the purposes of installing, constructing, maintaining and operating such electrical energy transmission and distribution system over, above, across, through and within the Property, and Grantor desires to grant such irrevocable, exclusive right and option to Grantee on the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. <u>Grant of Easement Option; Right-of-Entry</u>. Grantor hereby grants to Grantee the irrevocable, exclusive right and option (the "**Option**") to have an exclusive easement for electrical energy transmission and distribution purposes over, above, across, and through and the Property (the "**Easement**") in connection with any such Project.

2. **Option Term.** This Agreement and the Option granted herein shall have an initial term of three (3) years from the Effective Date (the "**Initial Term**"). Grantee shall have the right, in its sole and absolute discretion, to extend the Initial Term for one (1) additional period of two (2) years (the "**Extended Term**"). The Initial Term and, if it occurs, the Extended Term are referred to herein collectively as the "**Option Term**". If and when Grantee extends the Option for the Extended Term, which may occur at any time during the Initial Term, Grantee shall do so by providing Grantor with written notice of such extension (an "**Extension Notice**"). The deadline for providing any Extension Notice shall be 5:00 p.m. Pacific Time on the last day of the Initial Term, and electronic delivery of the Extension Notice shall be sufficient and of full force and effect.

3. <u>Termination Right</u>. Notwithstanding any other provision(s) to the contrary that may be contained elsewhere in this Agreement, Grantee shall have the right to terminate, for any reason or for no reason, (i) the Option and this Agreement at any time during the Option Term and/or (ii) the Easement and this Agreement at any time during the Easement Term (as defined in <u>Section 5</u> below), by giving at least five (5) days' prior written notice to Grantor of such termination.

4. **Exercise of Easement Option; Easement Effective Date.** Grantor hereby grants the Easement to Grantee, but with such Easement becoming effective only if and when Grantee elects to exercise the Option by executing and recording, at Grantee's expense, in the real property and/or official public records of Livingston County, Illinois (the "Official Records"), a "Notice of Exercise of Option for Easement" in the form set forth in **Exhibit B** attached hereto and made a part hereof (the "Notice of Exercise"). Grantor and Grantee expressly agree that (i) upon such recording of the Notice of Exercise, the Easement shall automatically be in full force and effect and shall be deemed effective as of the recording date of the Notice of Exercise (the "Easement Effective Date"), except that the Option and Option Term shall be deemed to have expired on the Easement Effective Date; and (ii) other than the Notice of Exercise being executed and recorded by Grantee, no documentation or other instrument is required to be entered into or recorded by the Parties in order to give full force and effect to the Easement and all the provisions, terms and conditions contained in this Agreement (except as to the Option and Option Term). Grantee shall provide a recorded copy of the Notice of Exercise to Grantor.

5. <u>Easement Term</u>. The term of the Easement shall be for a period of fifty-three (53) years from and after the Easement Effective Date (the "Easement Term") unless sooner terminated in accordance with <u>Section 3</u> above or otherwise.

# 6. **Transmission and Distribution System.**

- a. Grantee shall have the right to, at any time and from time to time during the Easement Term, erect, construct, install, reconstruct, relocate, move, maintain, operate, inspect, patrol, repair, replace, improve, alter, upgrade, dismantle, demolish and/or remove an electrical energy transmission and distribution system above the Property consisting of wires and cables running above the Property, and connected to the transmission and distribution facilities located on adjoining properties (collectively, the "Transmission System").
- b. Grantee's access to the Property shall be limited to emergency use only, and except in cases of emergency, no trucks, cranes or other vehicles shall traverse the Property.
- c. Prior to the construction of the Transmission System, Grantee will use its commercially reasonable efforts to meet with Grantor to discuss the proposed locations of any portions of the Transmission System above the Property ("Proposed Locations"), which shall be materially in the locations depicted on the attached Exhibit D. Grantee agrees to listen and give due consideration to Grantor's comments and/or concerns with regard to the Proposed Locations and its interaction with Grantor's current use of the Property, and Grantee shall use commercially reasonable efforts to address such comments and/or concerns; provided that doing so will not increase the costs to Grantee of designing, constructing or operating the Transmission System. The location of the Transmission System above the Property shall be determined by Grantee in its sole and absolute discretion, and, once the location of the Easement Area (as defined in Section 7 below) is established in accordance with Section 7 below, any later installed or constructed components of the Transmission System shall be located within the Easement Area (except as permitted otherwise in Section 8 below). Grantee shall have rights to lateral and subjacent support for the Transmission System and such components of the Transmission System located on adjacent properties. Grantor shall be allowed to continue using Grantor's Property, and the Easement Area (as hereinafter defined) for the purposes of general farming, so long as such farming does not interfere with the Transmission System.

7. **Easement Area.** Within sixty (60) days following Grantee's determination that the construction of the Project and Transmission System has been completed, Grantee shall adjust the Easement area to, unless otherwise agreed to, a one hundred fifty foot (150') wide corridor within the Property for any and all aboveground components of the Transmission System, which width shall be measured from the centerline of the as-built transmission line of the Transmission System (the "**Easement Area**"). Grantee agrees to record documentation in the Official Records in order to give constructive notice to third parties of such established location of the Easement Area and to release the remainder of the Property from the Easement and this Agreement (except as permitted otherwise in <u>Section 8 and 9</u> below) effective upon the recording of such documentation. Grantor and Grantee expressly agree that no documentation or instrument other than the foregoing documentation shall be required in order to establish the location of the Easement Area in order to establish the location of the Easement Area if and when it records the Notice of Exercise, Grantee may (but is not obligated to) do so by recording a legal description of the Easement Area together with the Notice of Exercise.

8. <u>Additional Rights of Grantee</u>. In addition to the Easement, effective on the Easement Effective Date, Grantor hereby grants to Grantee the right to aerial encroachment over Grantor's property parallel and immediately adjacent to the boundaries of the Easement Area by cross-arms, davit arms, conductors (including blowout or sway and associated clearances), insulators and other associated facilities of the Transmission System, provided same are twenty-five feet (25') above ground level, which shall terminate at the same time as the Easement.

9. <u>Removal of Obstructions</u>. Grantee shall have the rights to (i) trim, prune, top or otherwise control the growth of any tree within the Easement Area during the Easement Term that may cause dangerous interference with the Transmission System; and (ii) subject to Grantee's repair and reimbursement obligations, remove, modify or otherwise alter anything (including, but not limited to, any improvements, utility lines or other facilities installed or constructed above the surface) that could reasonably be anticipated to obstruct, interfere with, or impair the Transmission System or Easement Area or Grantee's use of same to the full extent of its rights granted under this Agreement.

Participating Landowner. Owner affirms that, pursuant to entering into this Easement 10. Agreement, Owner is participating in the Project and Owner waives all setbacks that are able to be waived by participating and affected landowners in the Livingston County Ordinances, including without limitation in Sections 56-618(h) and 56-646(f) of the Livingston County Ordinances, which Livingston County Ordinances Owner has reviewed to the extent such ordinances relate to wind and projects in the County. Further, Grantor affirms that on behalf of itself and its officers, partners, members, directors, managers, employees, agents, successors and assigns, agrees that it will not in any way, directly or indirectly, oppose, or seek to hinder or delay, and will not in any way, directly or indirectly, assist or provide cooperation to others who oppose or seek to hinder or delay: (i) the processing and issuance of entitlements, permits, approvals or other determinations for the development, use, and operation of the Project; (ii) ordinances, permits, approvals or determinations in any way related to the construction of public works, and/or offsite improvements related to the Project; (iii) financial or any other agreements with governing agencies; or (iv) any modification, renewal, extension, or amendment of any of the foregoing. Grantor also agrees to assist Grantee by providing any and all information within their possession on the location of drainage tile on the Property, at the request of Grantor.

11. <u>Grantee Responsibilities</u>. During the Easement Term, Grantee shall: (i) comply, in all material respects, with all municipal, state and federal ordinances, rules and statutes applicable to Grantee's operations on and use of the Property or Easement Area; (ii) remove any mechanics' liens filed against the Property or Easement Area due to labor, services, supplies, equipment or materials purchased by Grantee; and (iii) pay any property taxes attributable to the Transmission System.

12. Third Party Property Interests. Grantor shall not grant to any other party or person (including any affiliate of Grantor) an easement, lease, license, right-of-entry or similar property interest, possessory or otherwise, including any option to acquire any of the foregoing interests (individually and collectively, the "Property Interests") which would interfere with Grantee's rights hereunder, in Grantee's reasonable discretion, in all or any part of (i) the Property during the Option Term and/or (ii) the Easement Area during the Easement Term. Notwithstanding the foregoing, it is understood and agreed by Grantor and Grantee that the Easement Area may continue to be used by Grantor, their successors and assigns, and farming lessees, for traditional farming and agricultural purposes, so long as such farming activity does not interfere with the rights of Grantee hereunder. Grantee agrees that the Option, Easement and this Agreement are subject to any Property Interests filed in the Official Records prior to the Effective Date.

13. <u>Non-Interference</u>. Grantor shall not endanger, disturb, interfere with, create a hazard in the exercise of, inhibit, impair, hinder, impede, obstruct, hamper, diminish, curtail and/or or delay Grantee's

use of the Property pursuant to the terms of this Agreement during the Option Term or the Easement Area or Transmission System (or components of the Transmission System located on adjacent properties) during the Easement Term. Grantor agrees that, during the Easement Term, it will not (and will not permit others to), without the prior written consent of Grantee, grade, excavate, fill or flood the Property within one hundred feet (100') of any part of the Transmission System (including components of the Transmission System located on adjacent properties), which consent may be withheld in Grantee's sole and absolute discretion if, in Grantee's opinion, any such activity within such area may endanger, disturb, interfere with, create a hazard in the exercise of, inhibit, impair, hinder, impede, obstruct, hamper, diminish, curtail or delay any of Grantee's rights, privileges or benefits under this Agreement, the Transmission System, Grantee's use of the Easement Area or Transmission System. Grantor shall give written notice to Grantee at least forty-five (45) days prior to the date Grantor intends to commence such work, which notice shall describe in detail Grantor's plans for such work. If Grantee gives its consent to any such work, then such work shall be conducted and completed in accordance with the terms hereof and good engineering practice and shall meet all requirements of the National Electrical Safety Code and/or other laws and regulations then-applicable to electric facilities.

14. <u>Grantor's Reserved Rights</u>. Subject to the other provisions of this Agreement (including, but not limited to, the provisions in <u>Section 13</u> above), Grantor reserves all other rights to the Property that are not inconsistent with Grantee's rights and interests under this Agreement. Such reserved rights of Grantor shall include, but shall not necessarily be limited to, the following (all of which in <u>Subsections (b)</u> and (c) below shall be subject to Grantee's prior written consent and to the provisions of <u>Section 14</u>), all to be maintained by Grantor, at its sole expense:

(a) the right to retain existing roads, driveways, fences, pipelines and sewer, water, drainage, electrical, telecommunications and fiber optic lines and related improvements and facilities within the Easement Area at their existing locations as of the Effective Date;

(b) the right to install and construct new electrical, telecommunications and fiber optic lines and related improvements and facilities (but not new fences (except as provided in <u>Subsection</u> (c) below), roads, driveways, pipelines or sewer, water or drainage lines or related improvements or facilities) within the Easement Area, provided that (i) all new electrical, telecommunications and fiber optic lines that will cross the Easement Area shall do so at an angle of not less than forty-five degrees (45°), such angle to be measured between the centerline of the Easement Area and the centerline of such new line at the point of crossing; and (ii) all such new lines are installed and constructed in strict compliance with all clearance requirements of the National Electrical Safety Code and/or other laws and regulations then-applicable to electrical facilities; and

(c) the right to install and construct new fences within the Easement Area, provided that all such new fences are located parallel to and at least twenty feet (20') from each side of the Transmission System.

Before exercising any of the foregoing rights reserved in this <u>Section 14</u>, Grantor shall give Grantee at least forty-five (45) days' prior written notice describing in detail Grantor's plans for such work, and Grantee shall have the right to object to such plans. If Grantee objects, then the Parties shall work together, in a reasonable manner, to adjust or modify Grantor's plans, but Grantee's discretionary consent rights under <u>Section 13</u> shall not be diminished.

15. <u>Grantor's Mineral, Groundwater and Other Rights</u>. Grantor holds, possesses, and retains all rights, title and interests in and to the oil, gas, coal and other minerals, sand, gravel, caliche and

dirt and groundwater in, on or under the Property. Grantor and/or Grantor's lessees or other third parties shall not be permitted to drill for or remove oil, gas, coal or other minerals, sand, gravel, caliche, dirt or groundwater from or under the Easement Area by direct drilling or by mining or quarrying, but Grantor may extract oil, gas, coal, other minerals and groundwater by directional or horizontal drilling or other means conducted outside the Easement Area, so long as such activities do not interfere with, disturb, hinder, impair, endanger or obstruct (i) the Transmission System or use, construction, installation and operation of same, (ii) the use of the Easement Area or (iii) Grantee's exercise of all of its rights and interests under this Agreement.

16. <u>Ownership of Improvements</u>. Grantor agrees that all of the Transmission System installed or placed over, above, across and within the Easement Area by Grantee shall be and shall remain the property of Grantee and shall not be deemed part of Grantor's interests in the Easement Area nor be deemed fixtures to the land. Grantor hereby waives and releases any and all lien rights and other encumbrances, whether afforded to Grantor by statute, common law or otherwise, Grantor may have in and to the Transmission System.

17. Assignment. Grantee may at any time and from time to time, without the consent of Grantor, sell, assign, transfer, convey, grant a sub-easement, encumber, hypothecate, mortgage, pledge, grant a lien upon and/or security interest in, or otherwise alienate all or any part of its rights, titles and interests in, to, under or relating to this Agreement, the Option, the Easement, the Easement Area and/or the Transmission System. Any assignment, transfer or conveyance (in whole or in part) by Grantee to any other party, whether one or more, that assumes, in writing, the obligations of Grantee hereunder shall operate as an automatic release of Grantee from all liability and such obligations hereunder (and, if a partial assignment, transfer or conveyance. Without limiting the foregoing, Grantor agrees that, upon such automatic release of the assigning Grantee as aforesaid, Grantor shall provide, upon Grantee's request, a written release to evidence same.

Indemnity. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE 18. OTHER PARTY, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EQUITY HOLDERS, EMPLOYEES, AND AGENTS (ITS "INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS") (INCLUDING THOSE THAT RESULT FROM INJURY TO OR DEATH OF PERSONS AND DAMAGE TO PROPERTY) CAUSED BY THE INDEMNIFYING PARTY'S USE OF THE PROPERTY DURING THE OPTION TERM AND THE EASEMENT AREA DURING THE EASEMENT TERM OR OTHERWISE RELATING TO THIS AGREEMENT, BUT ONLY TO THE EXTENT CAUSED BY SUCH INDEMNIFYING PARTY'S (OR ITS INDEMNITEES') BREACH OF THIS AGREEMENT, BREACH OF APPLICABLE LAW, NEGLIGENT ACTS OR OMISSIONS (INCLUDING GROSS NEGLIGENCE) OR WILLFUL OR INTENTIONAL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS GRANTOR OR ITS INDEMNITEES AGAINST CLAIMS ARISING OR RESULTING FROM, OR CAUSED BY, ANY ACTS, ACTIVITIES OR OMISSIONS (WHETHER NEGLIGENT OR NON-NEGLIGENT) OF ANY PERSON OR PARTY (OTHER THAN GRANTEE) HAVING A LEASE, EASEMENT, LICENSE, OR OTHER OCCUPANCY OR ENTRY RIGHTS WITHIN THE PROPERTY OR THE EASEMENT AREA OR TRESPASSERS UPON THE PROPERTY OR THE EASEMENT AREA.

19. Waiver of Certain Damages. NEITHER PARTY NOR ITS INDEMNITEES SHALL BE ENTITLED TO, AND EACH PARTY HEREBY WAIVES AND RELEASES ANY AND ALL OF ITS RIGHTS TO, ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY AND/OR SIMILAR TYPES OF DAMAGES, WHETHER THE CLAIM MADE UNDER THIS AGREEMENT IS ASSERTED IN CONTRACT, TORT, OR OTHERWISE.

20. <u>Waiver of Jury Trial</u>. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT.

21. **Insurance.** Grantee shall obtain and maintain in force policies of insurance covering Grantee's activities within the Property during the Option Term and Easement Area during the Easement Term. The policies shall include commercial general liability insurance and, if applicable, workers' compensation and commercial auto liability insurance. Such insurance coverage may be provided as part of a blanket policy that also covers other facilities or properties of Grantee.

22. <u>Representations and Warranties of Grantor</u>. Grantor hereby makes the following representations and warranties to Grantee as of the Effective Date and as of the Easement Effective Date:

- (a) Grantor is the sole owner of the fee simple title and interests in and to the Property;
- (b) Grantor is not the subject of any bankruptcy, insolvency or probate proceeding;

(c) there are no lawsuits, legal actions, legal proceedings, claims, condemnations, eminent domain proceedings or other proceedings pending, proposed, threatened or anticipated with respect to any matter affecting any part of the Property or any of Grantor's rights, title or interests therein;

(d) all taxes due and payable for the Property have been fully paid;

(e) there are no tax liens, contractors' liens, mortgage liens, mechanics' liens or other monetary liens against any part of the Property;

(f) there are no underground tanks, oil or gas wells, or mining operations located within any part of the Property, nor, to the best of Grantor's knowledge, has there been any of the foregoing located within any part of the Property;

(g) there are no known cemeteries or other burial grounds within any part of the Property, nor visible evidence of the same on the Property;

(h) there is no grazing, farming, hunting or recreational lease, license or right-of-entry (whether written or oral) affecting any part of the Property, except as disclosed on <u>Exhibit C</u>, attached hereto, which shall be removed prior to the recording of this Agreement which removal shall not affect the validity of this Agreement;

(i) Grantor has not and, to the best of Grantor's knowledge, no other party has generated, treated, stored, disposed of or otherwise deposited any hazardous materials in, on, at or under any part of the Property; and

(j) there are no unrecorded oil, gas, coal, mineral or similar leases affecting any part of the Property, and no drilling or extraction activities is occurring or has occurred in, on, at or under any part of the Property.

## 23. Grantor Default.

(a) Grantor shall be in default of this Agreement if it breaches (i) any of its monetary obligations and such breach has not been cured within thirty (30) days after Grantor receives written notice of such breach from Grantee, (ii) any of its non-monetary obligations and such breach has not been cured within (A) thirty (30) days after Grantor receives written notice of such breach from Grantee or (B) an additional 30-day period if such non-monetary default cannot be cured through the exercise of Grantor's best efforts within the initial 30-day period, except that if such breach is of a non-material, non-monetary obligation, such additional cure period shall be sixty (60) days (each, a "Grantor Default").

(b) Upon the occurrence of a Grantor Default, Grantee shall have the right to pursue or commence, after Grantee provides Grantor with thirty (30) days prior written notice of Grantee's intent to do same, any actions and remedies that may be available to Grantee at law or in equity, including, but not limited to, curing such Grantor Default, and Grantee shall have the option to either demand reimbursement from Grantee (which shall be paid by Grantor within thirty (30) days after Grantor's receipt of a written demand therefore) for such costs expended or incurred by Grantee to cure the same or to offset the costs expended or incurred by Grantee to cure same against any and all future payments due and payable by Grantee under this Agreement; provided, however, in the event of any breach by Grantor of Sections 12, 13 and/or 14 above, then, notwithstanding the provisions of Subsection (a) above, no cure period shall apply to such breach and no prior notice of any type whatsoever shall be required, and Grantee shall have the right to immediately pursue any and all of its remedies at law or in equity for such breach, as further described in Subsection (c) below.

(c) Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the Parties agree that (i) Grantee would be irreparably harmed by a breach by Grantor of the provisions of this Agreement, (ii) an award of damages would be inadequate to remedy such a breach and (iii) Grantee shall be entitled to seek immediate equitable relief, including, but not limited to, specific performance and/or injunctive relief, to compel Grantor's compliance with the provisions of this Agreement.

## 24. Grantee Default.

(a) Grantee shall be in default of this Agreement if it breaches (i) any of its monetary obligations and such breach has not been cured within thirty (30) days after Grantee receives written notice of such breach from Grantor, (ii) any of its non-monetary obligations and such breach has not been cured within (A) thirty (30) days after Grantee receives written notice of such breach from Grantor or (B) an additional 30-day period if such non-monetary default cannot be cured through the exercise of Grantee's best efforts within the initial 30-day period, except that if such breach is

of a non-material, non-monetary obligation, such additional cure period shall be sixty (60) days (each, a "*Grantee Default*").

(b) The occurrence of any monetary Grantee Default shall entitle Grantor to such rights and remedies as may be available to Grantor under applicable law or equity. In the case of a non-monetary Grantee Default, Grantor shall have all rights and remedies as may be available to Grantor under applicable law or equity (including any costs of enforcement as may be awarded by a court), provided, however, that Grantor hereby waives any and all rights it may have, at law or in equity, to terminate (whether in full or in part) this Agreement or to terminate, rescind, cancel or revoke Grantee's right to exercise the Option as set forth in this Agreement.

(c) In the event of any Grantee Default, Grantor shall, at least thirty (30) days prior to commencing any cause of action or other legal proceeding for same, give written notice to Grantee of Grantor's intent to commence such action or proceeding. Grantor may elect to cure any Grantee Default after Grantee's cure period has expired, and Grantee shall reimburse Grantor, within thirty (30) days after Grantee's receipt of a written demand therefor, the costs expended or incurred by Grantor to cure same.

25. <u>Non-Waiver</u>. Except as either Party may waive in writing, the failure of either Party at any time to exercise any of its rights under this Agreement shall not be construed as a waiver or abandonment of such rights or any other right hereunder, and such Party may thereafter at any time and from time to time exercise any or all of its rights.

26. <u>Notices</u>. Except for any Extension Notice delivered by electronic means, all written notices and demands of any kind which either Party may be required or may desire to serve upon the other Party in connection with this Agreement may be served by (i) personal service, (ii) registered or certified U.S. mail or (iii) next day overnight delivery service via a federally recognized overnight courier service such as UPS or Federal Express. Any such notice or demand shall be addressed to the other Party at the mailing address(es) for such Party listed below. Service of any such written notice or demand shall be deemed complete (i) upon receipt in the event of personal service, (ii) on the second (2<sup>nd</sup>) business day after it is sent via registered or certified U.S. mail, and (iii) on the next business day if sent via an overnight delivery service shall be sent postage, pre-paid by the sender in order for it to be considered in compliance with this <u>Section 26</u>.

To Grantor:	Richard R. White and Elaine N. White 34505 East 3100 North Road Reddick, Illinois 60961 Attention: Richard R. White Telephone:
	Email:
To Grantee:	Illinois Generation LLC 1088 Sansome Street San Francisco, California 94111 Attention: General Counsel
	With a copy, which shall not constitute notice, to: <u>generalcounsel@patternenergy.com</u>

Any Party, by written notice to the other Party, may change its mailing address(es), provided that the other Party shall not be bound by any such different address(es) unless and until it receives same.

## 27. Cooperation with and Acceptance of Project.

a.

Grantor will cooperate with, and shall not in any way, directly or indirectly, oppose Grantee's efforts to obtain any permit, approval or consent necessary or useful in connection with the Easement, the Transmission System or any other aspect of the Project. Grantor and Grantee intend to and shall cooperate with each other and take such other actions as may be reasonably necessary, prudent or desirable to carry out the intents and purposes of this Agreement and to fulfill the obligations of the respective Parties hereunder (at no out-of-pocket costs to Grantor), including, but not limited to, obtaining and/or executing additional documents or taking further actions that may be reasonably requested by any of Grantee's lenders, investors or title company and/or that may be necessary, prudent or desirable to give full effect to the Option, the Easement and/or this Agreement.

- b. Grantor hereby grants to Grantee a non-exclusive easement over and across the Grantor's Property and any adjacent property owned by Grantor but not subject to this instrument for any audio, visual, view, light, shadow, noise, flicker, vibration, air turbulence, wake, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the (a) construction, operations or activities of the Project, or (b) the Transmission Facilities of the Project now or hereafter located on the Property, and waives any and all claims and actions related to the same. Grantor agrees to consult with and obtain Grantee's prior written approval, in Grantee's sole discretion, as to the location of all new structures greater than forty-five (45) feet in height proposed for the Easement Area.
- c. Grantor hereby grants to Grantee the right to test television signal strength and reception at any residence existing as of the Effective Date hereof, on Grantor's Property before and at reasonable intervals after Grantee builds the Project. In the unlikely event that the existence or operation of the Project significantly interferes with or degrades television signal reception at any existing residence on Grantor's Property, Grantee shall, at its expense and with the full cooperation of Grantor, promptly investigate and within a reasonable time correct any degradation of television signal reception actually caused by such Project. Correction measures may include, in Grantee's sole discretion, installation of television signal booster equipment on Grantor's Property, installation of and payment for cable, dish TV or similar devices serving Grantor's Property, or repair or replacement of television receivers.
- d. Grantee recognizes that Grantor, due to the Property's proximity to gravel roads or construction areas, may be inconvenienced by construction noise and dust. Additionally, construction traffic in some areas may inconvenience Grantor or require Grantor to travel by unaccustomed routes to avoid construction traffic. Grantor acknowledges Grantee has informed Grantor of the potential impacts of construction and agrees the compensation provided in this instrument is adequate for the impacts described.

28. <u>Counterparts: Governing Law</u>. This instrument may be executed in separate and multiple counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same instrument. This instrument shall be governed by internal laws of the State of Illinois, without regard to any conflicts of law principles.

29. **Binding Agreement.** The terms and provisions in this instrument shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns, except to the extent any Grantee may be released from this Agreement pursuant to the assignment and release provisions in <u>Section 17</u>.

30. **<u>Runs with the Land</u>**. Each of the Option, Easement and this Agreement touches and concerns the land and shall be real rights and covenants running with the land.

31. **Recording.** Grantee, at its expense, shall have a right to record this instrument or a similar memorandum thereof in the Official Records and, if recorded, will provide Grantor with a recorded copy.

Municipal Officer. Grantor represents and warrants that Grantor is not a Municipal 32. Officer (defined herein) of the county or any municipality in which the Property is located. "Municipal Officer" means any officer or employee of any such county or municipality, whether paid or unpaid, and includes, without limitation, members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of any such county or municipality whose official duties involve discretionary decision-making with respect to the Grantee's Energy Development (defined herein). "Energy Development" means any stage of present or future development or siting of energy developments, wind turbines, solar panels and other solar and/or wind equipment, power and related facilities or energy projects, whether considered, planned, attempted or completed. including but not limited to permitting, licensing construction and energy production. Municipal Officer also includes any entity that is directly or indirectly controlled by, or is under common control with, such officer or employee. However, Municipal Officer shall not include: (a) a judge, justice, officer or employee of the local court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the county or municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the county or municipality or to restrict authority of the municipality to act. Grantor further represents and warrants that Grantor is not a Relative (defined herein) of a Municipal Officer. "Relative" shall mean a spouse or domestic partner of the Municipal Officer, or a person claimed as a dependent on the Municipal Officer's latest individual state income tax return. If Grantor is a Municipal Officer, Grantor agrees to recuse itself from participating in any vote or other discretionary decision-making action with respect to Grantee's Energy Development. Grantor agrees to promptly notify Grantee in writing if at any time it becomes or any Relative becomes a Municipal Officer. Grantor agrees to indemnify Grantee against any loss, liability or damages, including attorneys' fees, directly or indirectly resulting from any misrepresentation by Grantor or failure by Grantor to notify Grantee as set forth above under this Section.

33. <u>Certain Costs and Expenses</u>. Each Party shall be responsible and liable for its own costs and expenses (including, but not limited to, any legal, accounting, brokerage and consultant fees) in connection with the negotiation of this Agreement and all other matters related to this Agreement, except as expressly and specifically provided in <u>Section 18</u> of this Agreement.

34. <u>Severability</u>. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

35. <u>No Waiver</u>. The failure of any Party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any Party to enforce any of such provisions, rights, or elections will not prejudice such Party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

36. <u>Legal Review</u>. Each Party acknowledges that it has been afforded sufficient time to review and to understand the terms and effects of this Agreement and to submit it to legal counsel of its choosing for review and advice. Each Party represents that the agreements and obligations in this Agreement are made voluntarily, knowingly and without duress.

37. <u>Time is of the Essence</u>. Time is of the essence in this Agreement.

[Signature page follows this page]

EXECUTED AND MADE EFFECTIVE as of the Effective Date.

**GRANTOR:** 

R While

Richard R. White

STATE OF ZIIINOIS

COUNTY OF Livings Tow

This instrument was acknowledged b	before me on the <u>13</u> day of $\bigcirc$	, 20_ <b>21</b> , by
Richard R. White.		
[NOTARY SEAL]	- A	
	Notary Public My commission expires: 7-29-22	_
JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires		
July 29, 2022	Spouse's Signature*	
	Elaine N. With	ite
	Elaine N. White	

\*Spouse is joining in the execution of the Agreement for the sole purpose of waiving any rights he or she may have under or by virtue of the Homestead Exemption Laws of the State of Illinois.

STATE OF Ilinois

COUNTY OF Livingston

This instrument was acknowledged before me on the <u>13</u> day of <u>OcreBer</u>, 2021, by Elaine N. White.

[NOTARY SEAL1

)TARY SEAL]	The Dublin	
JOHN M TEMPELTON	My commission expires: _	7-29-22
OFFICIAL SEAL Notary Public, State of Illinois		
My Commission Expires July 29, 2022		

# **<u>GRANTEE</u>**:

Illinois Generation LLC By: Name? Blake Rasmussen Authorized Signatory Title:

STATE OF TEXAS COUNTY OF HARTES

This instrument was acknowledged before me on the <u>Ho</u> day of <u>OCTOBEN</u>, 20<u>21</u>, by <u>BLAKE PASMUSSEN</u>, as <u>Authonzed Signatory</u> of Illinois Generation LLC, a Delaware limited liability company, on behalf of said entity.

[NOTARY SEAL]

Emily Mildung Auris

My commission expires: 315

EMILY MCCLARY-DAVIS My Notary ID # 131046982 Expires March 15, 2025

# <u>EXHIBIT A</u> to Easement Option and Easement Agreement (Electrical Energy Transmission and Distribution System)

## Legal Description

The South 1/2 of the Southeast 1/4 of Section 13, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-13-400-003: Farmland: 80 acres, more or less.

**Common Address: Round Grove Township.** 

### **EXHIBIT B** to Easement Option and Easement Agreement (Electrical Energy Transmission and Distribution System)

Form of Notice of Exercise of Option for Easement

PREPARED BY AND AFTER RECORDING, RETURN TO: Illinois Generation LLC

c/o General Counsel 1088 Sansome Street San Francisco, CA 94111

## NOTICE OF EXERCISE OF OPTION FOR EASEMENT (Electrical Energy Transmission and Distribution System)

This NOTICE OF EXERCISE OF OPTION FOR EASEMENT (Electrical Energy Transmission and Distribution System) (this "Notice of Exercise") is given this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ (the "Easement Effective Date"), by Illinois Generation LLC, a Delaware limited liability company ("Grantee"), whose mailing address is 1088 Sansome Street, San Francisco, California 94111, Attention: General Counsel.

 WHEREAS,
 Grantee and \_\_\_\_\_\_\_, a ("Grantor"), entered into that certain Easement Option and Easement Agreement (Electrical Energy Transmission and Distribution System) dated effective \_\_\_\_\_\_\_, 20\_\_\_\_ (the "Agreement") and recorded on \_\_\_\_\_\_\_, 20\_\_\_\_, in the real property and/or official records of \_\_\_\_\_\_\_ County, Illinois (the "Official Records"), as Document No.

NOW, THEREFORE, pursuant to and in accordance with the Agreement and Grantee's rights thereunder, Grantee hereby exercises the Option granted in the Agreement by filing this Notice of Exercise in the Official Records and, by such action and in accordance the provisions contained in the Agreement,

WHEREAS, the Agreement pertains to that certain real property described in the Agreement and in <u>Exhibit A</u> attached hereto, being parcel identification number(s) \_\_\_\_\_\_\_, and provides, among other things, that upon Grantee or its successors or assigns executing and recording this Notice of Exercise in the Official Records, the Easement and all terms, conditions, obligations, rights and provisions in the Agreement pertaining to the Easement and all other matters therein shall be in full force and effect for all purposes as of the Easement Effective Date (except that the Option and Option Term shall be deemed expired as of the Easement Effective Date), including, but not limited to, Grantee's rights to erect, construct, install, reconstruct, relocate, move, maintain, operate, inspect, patrol, repair, replace, improve, alter, upgrade, dismantle, demolish and/or remove, at any time and from time to time, the Transmission System above the Property until the Easement Area has been established therein and, once established, within said Easement Area for the remainder of the Easement Term.

the Easement and all terms, conditions, obligations, rights and provisions contained in the Agreement, are in full force and effect for all purposes as of the Easement Effective Date, except that the Option and Option Term are deemed to be expired as of the Easement Effective Date.

This Notice of Exercise touches and concerns the land and shall be a real right and covenant running with the land.

Each capitalized terms used but not defined herein shall have the same meaning given to such term in the Agreement.

[Signature and acknowledgment page follows this page]

IN WITNESS WHEREOF, Grantee has executed this Notice of Exercise to be effective as of the Easement Effective Date.

# **<u>GRANTEE</u>**:

**ILLINOIS GENERATION LLC**, a Delaware limited liability company

By:	
Name:	
Title:	

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the	day of	;	, 20	_, by
, as		of Illinois	Gener	ation
LLC, a Delaware limited liability company, on behalf of said entity.				

[NOTARY SEAL]

Notary Public	
My commission expires:	

## <u>EXHIBIT A</u> to Notice of Exercise of Option for Easement (Electrical Energy Transmission and Distribution System)

# Legal Description

[To be inserted at the time the Notice of Exercise is filed if the easement area has been established; if not yet established, then it will be the legal description for the Property]

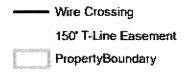
PIN:

Commonly Known As:

# EXHIBIT D

# MAP OF PROPOSED LOCATIONS





Prepared by and after recording return to: Illinois Generation LLC 1201 Louisiana Street, Suite 3200 Houston, Texas 77002 Attn: Land Department

# 2022R-04139

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 09/16/2022 03:27:25 PM KRISTY A MASCHING COUNTY CLERK & RECORDER

<b>RECORDER'S AUTOMATION FEE</b>	12.00
GIS MAINTENANCE FEE	20.00
RHSPS FEE	9.00
RECORDING FEE	17.00
DOC STORAGE FEE	5.00
PAGES: 8	

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF LEASE ("*Memorandum*") is made and entered into as of September 2, 2022, by and between 1954 Trust Under Will Peter D. Scully ("*Landlord*") and Illinois Generation LLC, a Delaware limited liability company ("*Tenant*").

1. Lease. For the term and upon the provisions set forth in that certain Ground Lease of even date herewith between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord has leased to Tenant, and Tenant has leased from Landlord, that certain real property (the "Premises") located in the County of Livingston, State of Illinois, as more particularly described in Exhibit "A" attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. <u>Easements</u>. The Lease also includes the grant of certain non-exclusive Easements over certain other portions of the Landlord's adjacent property as set forth in the Lease.

3. <u>Term</u>. The Development Term of the Lease is up to three (3) years, commencing on September 2, 2022. After the Development Term and subject to certain conditions, the Lease may be extended up to eighteen (18) months for a Construction Term, and then for an additional Operations Term of between forty (40) and fifty (50) years. Upon termination of the Lease for any reason, Tenant shall promptly, and in any event within ten (10) business days, execute any document reasonably requested by Landlord to evidence the termination of the Lease to be recorded by Landlord at its expense.

4. <u>Notice</u>. This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall control. This Memorandum will continue to constitute notice of the Lease, even if the Lease is subsequently amended. Landlord has no ownership or other interest in any Transmission Facilities installed on the Premises nor any right to, lien on or interest in same. Any right, lien, or interest in the Transmission Facilities purported to be held or granted by or through Landlord is void ab initio.

5. <u>Successors and Assigns</u>. Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease will be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each Person having any interest therein derived through any owner thereof, will be bound by such covenants, conditions and restrictions for the benefit of the Premises.

6. <u>Counterparts</u>. This Memorandum may be executed in one or more counterparts, each of which will be an original instrument, but all of which, when taken together, will constitute one and the same instrument.

[Signatures and Acknowledgements Follow]

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

Name and Title: Nadine Scully, Trustee By: \_ By: Name and Title: Merida Scully, Trustee ACKNOWLEDGMENT OF LANDLORD STATE OF Washington COUNTY OF Whatiom This instrument was acknowledged before me on the <u>I</u> day of <u>September</u>, 20<u>22</u>, by <u>Menda Scully</u> as <u>Landlord</u> of <u>Scully Estates</u>, a <u>business</u>, on behalf of such such \_\_\_\_\_ property [SEAL] NOTARY Notary Public, State of Washington PUBLIC Printed Name of Notary: Kavenna Ramstrom My Commission Expire 07/26/25 **ACKNOWLEDGMENT OF LANDLORD** STATE OF\_\_\_\_\_ COUNTY OF This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_, as \_\_\_\_, of \_\_\_\_, a \_\_\_\_, of \_\_\_\_, a [SEAL] Notary Public, State Printed Name of Notary: My Commission Expires:

[Signature Page and Acknowledgments to Memorandum of Lease]

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

#### LANDLORD:

By: \_\_\_\_\_\_ Name and Title: Merida Scully, Trustee

By: <u>Name and Title: Nadine Scully, Trustee</u>

# ACKNOWLEDGMENT OF LANDLORD

STATE OF\_\_\_\_\_

COUNTY OF \_\_\_\_\_

	This instrument was acl	knowledged before	me on the <u>day of</u>	, 20, by
	as	, of	, a	, on behalf of
such _	****			

[SEAL]

My Commission Expires:

Notary Public, State Printed Name of Notary:

# **ACKNOWLEDGMENT OF LANDLORD**

STATE OF <u>(a</u>	11-family
	_

COUNTY OF	Marin
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Clinton Dean Jones, as , of	me on the $\perp$ day of <u>September</u> , 2022, by
, on behalf of such Aladine Scully	Jee Attached
[SEAL]	Notarial Certificate
My Commission Expires: 03/16/2026	Notary Public, State California Printed Name of Notary: Clinton Dean Jones

[Signature Page and Acknowledgments to Memorandum of Lease]

	ACKNOWLEDGMENT	
certificate who sign attached	public or other officer completing this everifies only the identity of the individual ed the document to which this certificate is and not the truthfulness, accuracy, or that document.	
State of Ca	lifornia ())	
On이 personally who proved subscribed his/her/thei person(s), I certify und	<u>or</u> <u>2022</u> before me, <u><u>Unton Den Jones</u> (insert name and title of the officer) appeared <u><u>Nabine</u> Scully</u> to me on the basis of satisfactory evidence to be the person(s) whose name(s) is to the within instrument and acknowledged to me that he/she/they executed the s r authorized capacity(ies), and that by his/her/their signature(s) on the instrument for the entity upon behalf of which the person(s) acted, executed the instrument. Her PENALTY OF PERJURY under the laws of the State of California that the fore s true and correct.</u>	the
WITNESS Signature	ny hand and official seal. CLINTON DEAN JON COMM # 239715 MARIN County California Notary Pu Comm Exp Mar. 16, 2	ы

		2	
	Caton Fenz		
	Authorized Si	gnatory	52

# ACKNOWLEDGMENT OF TENANT

STATE OF Texas

COUNTY OF Harris

This instrument was ac	f <u>August</u>	, 20 <u>22</u> , by		
Caton Fenz	, as <u>Authorized Signatory</u> , of		Illinois Generation LLC	
, a Delaware	limited liability company, on	behalf	of such	
limited liability company	Δ	- he	۲	
Notary Public, State of Texas Comm. Expires 01-06-2026 Notary ID 129665478	Notary Public, State TUCAS Printed Name of Notary: Jorcas O'Qu		<u>15 0'quinn</u>	

[Signature Page and Acknowledgments to Memorandum of Lease]

TENANT ILLINOIS GENERATION LLC By: Name: Title: nator ⊉ STATE OF VEXAS COUNTY OF HARRIS This instrument was acknowledged before me on the 31 day of Au Zby Deann Lanz, as Authorized Signatory, of Illiphois Generation LLC a belaware limited liability company on behalf of such limited liability company MA [SEAL] ٦E Notary Public, State Printed Name of Notary: SARAH ANN HENRY My Commission Expires: -<u>5-2020</u> SARAH ANN HENRY

[Signature Page and Acknowledgments to Memorandum of Lease]

Notary Public, State of Texes Comm. Expires 01-05-2026 Notary ID 129633182

### EXHIBIT A TO MEMORANDUM OF LEASE

The southern two hundred feet (which two-hundred-foot measurement shall begin at the centerline of E 3000 N Road) of Section 14, excluding the abandoned railroad right-of-way of the NYC RR, all in Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County Illinois.

PORTION OF PARCEL: 06-06-14-100-001; Approximately 24 acres, more or less

Common Address: Round Grove Township.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 08/18/2020 12:02:27PM KRISTY A MASCHING **COUNTY CLERK & RECORDER** REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of August 4, 2020 ("Effective Date"), by and between Bank of Pontiac, as Trustee of Trust Number 2101 dated July 31, 1990, by John Marshall, Trust Officer, whose address is Post Office Box 171, Campus, Illinois 60920 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" Bank of Pontiac, as Trustee of Trust Number 2101 dated July 31, 1990

John Marshall, Trust Officer

#### ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF LIVINGSTON

This instrument was acknowledged before me this <u>9th</u> day of <u>JUJU</u>, 20<u>90</u> by John Marshall as Trust Officer of Bank of Pontiac, as Trustee of Trust Number 2101 dated July 31, 1990.

8 8 8

[SEAL]

Notary Public for the State of Illinois<sup>1</sup> My commission expires: <u>10</u> <u>25</u> <u>2021</u> Commission No.:

\$<del>\$</del> "OFFICIAL SEAL" PATRICIA A HETHERINGTON Notary Public, State of Illinois My Commission Expires 10/25/2021 

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

§

By:

Name: Blake Rasmussen Title: Authorized Signatory

# **CORPORATE ACKNOWLEDGMENT**

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 4 day of August 2020, by Blake Rasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEWAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u> INIS

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

The North One-Half (N ½) of the Northwest One-Quarter (NW ¼) of Section 22, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, containing Seventy-Nine (79) acres, more or less.

# PIN: 06-06-22-100-001: Farm Land: 79 acres, more or less.

## Common Address: Round Grove Township.

## Tract 2:

That part of the North One-Half (N <sup>1</sup>/<sub>2</sub>) of the Northwest One-Quarter (NW <sup>1</sup>/<sub>4</sub>) of Section 34, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, lying east of the Norfolk and Western Railroad Right-of-Way, containing Thirty-One (31) acres, more or less.

PIN: 06-06-34-100-010: Farm Land: 31 acres, more or less.

Common Address: Round Grove Township.

The land described herein contains a total of 110 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 10/20/2020 02:48:04PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 6

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2020 ("Effective Date"), by and between Michael K. Bennington, whose address is 30847 North 3100 East Road, Dwight, Illinois 60420 (together with his successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

37

charl & Bennington

Michael K. Bennington

#### ACKNOWLEDGMENT

00: 00: 00:

STATE OF ILLINOIS COUNTY OF CRUNDY

This instrument was acknowledged before me this <u>2.3</u> day of <u>SEPTE MBEP</u>, 20<u>20</u> by <u>Michael K. Bennington</u>

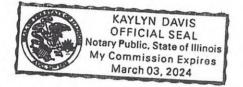
[SEAL]

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a SU

Notary Public for the State of Illinois My commission expires: 03/53/2024 Commission No.: 0898



"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

§

By:

Name<u>: Blake Rasmussen</u> Title: Authorized Signatory

## CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this  $\frac{1}{2}$  day of <u>October 2020</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



My commission expires:<u>3-15-2021</u> Commission No.:<u>131046982</u>



- HOLENDY

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北方國際部長的

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### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

### **DESCRIPTION OF THE PROPERTY**

**Tract 1:** Parcel I: That part of the East 160 acres of the North Half of Section 18 together with that part of the East 100 acres of the South Half of said Section 18, · all in Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois bounded and described as follows: Beginning at a point on the East line of said Section 18, which point is 1528.87 feet South from the Northeast Corner of said Section 18, and running thence South 88 degrees 49 minutes 19 seconds West 263.44 feet to the center of a creek; thence South 57 degrees 03 minutes 01 seconds West along said center 59.88 feet; thence South 61 degrees 46 minutes 05 seconds West along said center 635.72 feet; thence South 44 degrees 42 minutes 24 seconds West along said center 238.79 feet to a point on the South line of said North Half of Section 18; thence North 89 degrees 57 minutes 54 seconds East along said South line 7.91 feet to the Northwest Corner of said East 100 acres of the South Half; thence South 89 degrees 59 minutes 35 seconds East along the West line of said East 100 acres 341.46 feet; thence South 89 degrees 59 minutes 35 seconds East along the West line of said Section 18, 1637.37 feet to the East line of said Section 18; and thence North 1 degree 10 minutes 41 seconds West along said East line 1466.14 feet to the point of beginning, in Livingston County, Illinois.

Parcel II: That part of the East 100 acres of the South Half of Section 18, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois bounded and described as follows: Beginning at a point on the West line of said East 100 acres, which point is 341.46 feet South from the Northwest Corner of said East 100 acres, and running thence South 89 degrees 59 minutes 57 seconds East parallel with the South line of said Section 18, 1637.37 feet to the East line of said Section 18; thence South 1 degree 10 minutes 41 seconds East along said East line 2309.93 feet to the Southeast Corner of said Section 18; thence North 89 degrees 59 minutes 57 seconds West along the South line of said Section 18, 1671.70 feet to the Southwest Corner of said East 100 acres, and thence North 00 degrees 19 minutes 35 seconds West along said West line of the East 100 acres, 2309.48 feet to the point of beginning, in Livingston County, Illinois.

PIN: 06-06-18-400-003: Farm Land: 127.86 acres, more or less.

### **Common Address: Round Grove Township.**

# Tract 2:

Parcel 1:

That part of the East 160 acres of the North Half of Section 18, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois bounded and described as follows: Beginning at the Northeast Corner of said Section 18 and running; thence South 01 Degrees 10 Minutes 41 Seconds East, along the East Line of said Section 18, 407.94 feet; thence South 89 Degrees 55 Minutes 47 Seconds West, parallel with the North Line of said Section 18, 2648.36 feet to the West Line of said East 160 acres; thence North 01 Degrees 08 Minutes 14 Seconds West, along said West Line, 407.94 feet to said North Line; and thence North 89 Degrees 55 Minutes 47 Seconds East, along said North Line, 2648.07 feet to the Point of Beginning, in Livingston County, Illinois.

### Parcel 2:

That part of the East 160 acres of the North Half of Section 18, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois bounded and described as follows: Beginning at a Point on the East Line of said Section 18, which Point is 407.94 feet south from the Northeast Corner of said Section 18, and running; thence South 01 Degrees 10 Minutes 41 Seconds East, along said East Line, 1120.93 feet; thence South 88 Degrees 49 Minutes 19 Seconds West 263.44 feet to the center of a creek; thence South 57 Degrees 03 Minutes 01 Seconds West, along said center, 59.88 feet; thence South 61 Degrees 46 Minutes 05 Seconds West, along said center, 635.72 feet; thence South 44 Degrees 42 Minutes 24 Seconds West, along said center, 238.79 feet to a Point on the South Line of said North Half of Section 18; thence South 89 Degrees 57 Minutes

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54 Seconds West, along said South Line, 1009.82 feet to the Southwest Corner of said East 160 acres; thence North 1 Degree 08 Minutes 14 Seconds West, along the West Line of said East 160 acres, 2242.86 feet to a Point 407.94 feet South from the North Line of said Section 18; and thence North 89 Degrees 55 Minutes 47 Seconds East, parallel with said North Line, 2648.36 feet to the Point of Beginning, in Livingston County, Illinois.

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VExcepting from Parcel 1 and Parcel 2: That part of the East 160 acres of the North Half of Section 18, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Commencing at the Northeast Corner of said Section 18, and running; thence South 89°-55'- 47" West, along the North Line of said Section 18, 1638.21 feet to the point of beginning; thence South 89°-55'-47" West, along said North Line, 1009.81 feet; thence South 01°-08'-14" East, along the West Line of said East 160 acres of the North Half, 2650.80 feet to the Southwest Corner of said East 160 acres; thence North 89°-57'-54" East, along the South Line of said North Half of Section 18, 1009.82 feet; and thence North 01°-08'-14' West, parallel with said West Line of the East 160 acres, 2651.42 feet to the point of beginning. Containing 61.45 acres, more or less.

PIN: 06-06-18-200-008 and 06-06-18-200-006: Farm Land: 72.47 acres, more or less.

Common Address: Round Grove Township: 30847 North 3100 East Road, Dwight, Illinois 60420.

The land described herein contains a total of 200.33 acres, more or less.

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 05/04/2020 10:53:36AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FFF: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: 563

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

### **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of ,2020 ("Effective Date"), by and between Jason Blum, whose address is 7146 White Willow Road, Minooka, Illinois 60447 (together with his successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur

of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Jason Blum

# ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Grundy

This instrument was acknowledged before me this 1812 day of April , 20.20 Jason Blum

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Notary Public for the State of Illinois My commission expires: 12/8/21Commission No.:\_\_

[SEAL] OFFICIAL SEAL DONALD F BLACK NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/08/21 ~~~~~~

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By asmusser Name Title:

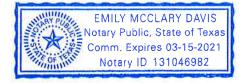
# CORPORATE ACKNOWLEDGMENT

STATE OF Tetas COUNTY OF Ham's

The foregoing instrument was acknowledged before me this and day of April 20,20, by BLAUCE RASMUMEN, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of My commission expires: 3 Commission No.: 3104

[SEAL]



### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

The East Half of Section 22, Township 30 North, Range 7 East of the Third Principal Meridian, Dwight Township, Livingston County, Illinois. Excepting therefrom: That part of the Southeast Quarter of Section 22, Township 30 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 22, Township 30 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 22, Township 30 North, Range 7 East of the Third Principal Meridian; thence South 00 degrees 12 minutes 19 seconds West, along the East line of said Southeast Quarter for a distance of 361.08 feet to the Point of Beginning; thence North 89 degrees 47 minutes 41 seconds West for a distance of 484.35 feet; thence North 00 degrees 12 minutes 19 seconds East for a distance of 310.00 feet; thence North 89 degrees 47 minutes 41 seconds West for a distance of 184.84 feet; thence South 00 degrees 12 minutes 19 seconds West for a distance of 111.00 feet; thence South 89 degrees 47 minutes 41 seconds East for a distance of 295.00 feet; thence North 45 degrees 12 minutes 19 seconds East for a distance of 295.00 feet; thence North 45 degrees 12 minutes 19 seconds East for a distance of 295.00 feet; thence North 45 degrees 12 minutes 19 seconds East for a distance of 300.00 feet; thence North 45 degrees 12 minutes 19 seconds East for a distance of 300.00 feet; thence North 45 degrees 12 minutes 19 seconds East for a distance of 300.00 feet; thence North 45 degrees 12 minutes 19 seconds East for a distance of 300.00 feet; thence North 45 degrees 12 minutes 19 seconds East for a distance of 300.00 feet; thence North 45 degrees 12 minutes 19 seconds East for a distance of 300.00 feet; thence North 45 degrees 12 minutes 19 seconds East for a distance of 300.00 feet; thence North 45 degrees 12 minutes 19 seconds East for a distance of 300.00 feet; thence North 00 degrees 12 minutes 19 seconds East for a dist

PIN: 05-05-22-200-002: Farm Land: 315 acres, more or less.

Common Address: Dwight Township: Dwight, Illinois 60420.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/05/2018 10:48:58AM KRISTY A MASCHING **COUNTY CLERK & RECORDER** REC FEE: 13.50 RHSPS FEE: 9.00 GIS FEE: 16.00 AUTO FEE: 3.50 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC 47 c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

6

(Space above this line for Recorder's use only)

# **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of <u>December</u>, 200, 2017 ("Effective Date"), by and between Bruce A. Bossert and Gloria J. Bossert, whose address is 31565 North 3000 East Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at Pier 1, Bay 3, San Francisco, CA 94111.

### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

a.Bon

Bruce A. Bossert

Gloria J. Bossert

# ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF LIVING STON

This instrument was acknowledged before me this \_\_\_\_\_\_\_.

§ § §

day of December, 2017 by

Notary Public for the State of Illinois My commission expires: Commission No.:



ACKNOWLEDGMENT

STATE OF ILLINOIS \$ \$ \$ COUNTY OF KIVINGSTON

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2017 by \_\_\_\_\_\_\_

Notary Public for the State of Illinois My commission expires: Commission No.: Notary Notary REBECCA J HEINRICH "OFFICIAL SEAL" My Commission Expires

November 6, 2021

[SEAL]

[SEAL]

### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: Rasmusser Name: BLQ 0 thorized Signator Title:

# **CORPORATE ACKNOWLEDGMENT**

STATE OF Terres COUNTY OF Harris

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The foregoing instrument was acknowledged before me this 20 day of <u>December</u> 20 17, by <u>Black</u> <u>Rapmusch</u>, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

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[SEAL]

Notary Public for the State of TUXAD My commission expires: 3-15-2021 Commission No.: 3-10-46982



# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

### Tract 1:

The North Half of the Northeast Quarter of Section 12, Township 30 North, Range 7 East of the Third Principal Meridian, excepting therefrom that part of said North Half lying within the right-of-way of Illinois Route 17 and also excepting that part of the West 726 feet of the North 480 feet of said North Half of the Northeast Quarter lying South of the South right-of-way line of Illinois Route 17, containing 70.08 acres of land, more or less.

PIN: 05-05-12-200-008

### Tract 2:

The West Half of the Southwest Quarter of Section 14, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois. Excepting therefrom the following: A part of the Southwest Quarter of Section 14, Township 30 North, Range 7 East of the Third Principal Meridian, in Livingston County, Illinois; more particularly described as follows: Beginning at a point on the West Line of said Southwest Quarter lying 900.00 feet North of the Southwest Corner of said Southwest Quarter. From said Point of Beginning, thence North 150.00 feet along said West Line; thence East 150.00 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course; thence South 150.00 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course; thence West 150.00 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course; thence West 150.00 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course; thence West 150.00 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course; thence West 150.00 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course; thence West 150.00 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course; thence West 150.00 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course; thence West 150.00 feet along a line which forms an angle to the left of 90 degrees 00 minutes 00 seconds with the last described course to the Point of Beginning, containing 0.52 acres, more or less.

The land described herein as Tract 2 contains a total of 79.48 acres, more or less.

PIN: 05-05-14-300-004

### Tract 3:

The South One-Half (S <sup>1</sup>/<sub>2</sub>) of the Northeast One-Quarter (NE <sup>1</sup>/<sub>4</sub>) of Section Twelve (12), Township Thirty (30) North, Range Seven (7) East of the Third Principal Meridian in Livingston County, Illinois excepting therefrom the following described real estate, to-wit:

Commencing at a point on the East line of the Northeast Quarter of Section Twelve (12), Township Thirty (30) North, Range Seven (7) East of the Third Principal Meridian in Livingston County, Illinois, which point is 365 feet North of the Southeast Corner of said Northeast Quarter of said Section Twelve (12), thence North 150 feet, thence West parallel with the South line of said Northeast Quarter 290 feet, thence South parallel with the East line of said Northeast Quarter 150 feet, thence East parallel with the South line of said Northeast Quarter 290 feet to the Point of Beginning, all of such premises being situated in the County of Livingston and State Illinois.

The land described herein as Tract 3 contains a total of 79 acres, more or less.

PIN: 05-05-12-200-004

The land described herein contains a total of 228.56 acres, more or less.

# 2023R-04600

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 12/22/2023 08:40:13 AM KRISTY A MASCHING COUNTY CLERK & RECORDER

<b>RECORDER'S AUTOMATION FEE</b>	12.00
GIS MAINTENANCE FEE	20.00
RHSPS FEE	18.00
RECORDING FEE	17.00
DOC STORAGE FEE	5.00
PAGES: 6	

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

### MEMORANDUM OF OPTION AND EASEMENT

### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "**Option Agreement**") which by its terms grants to Developer an option to acquire an easement (the "**Option**") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "**Property**");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) one (1) year after the Effective Date, unless extended for an additional period of four (4) years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "**Operating Period**," which Operating Period commences upon the earlier to occur of (a) three (3) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty-two (42) years thereafter; D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

# [SIGNATURE PAGE FOLLOWS]

"OWNER" Boxer Farm Properties, LLC, an Illinois limited liability company

By. Land ran si

Randal S. Fransen, its Attorney-in-

Fact

Illinois - Memorandum of Option for Easement 2-15-17

# ACKNOWLEDGMENT

# STATE OF ILLINOIS § COUNTY OF LINE (STOS)

This instrument was acknowledged before me this gay of October 20, 2023 by Randal S. Fransen as authorized signatory of Boxer Farm Properties, LLC, an Illinois limited liability company.

4

Notary Public for the State of Illinois

My commission expires: <u>Aug. 30, 2026</u> Commission No.: <u>958005</u>

-	OFFICIAL SEAL
	SHEILA D PALLARDY
	Notary Public . State of Illinois
M	y Commission Expires Aug. 30, 2026

[SEAL]

Illinois - Memorandum of Option for Easement 2-15-17

# "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

8000

By: Name: Title: Authorized Signator

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u>

[SEAL]

The foregoing instrument was acknowledged before me this <u></u> day of December, 2023, by <u>MSA</u> <u>Control 1000</u>, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited hability company.

Emilymansais

Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2025</u> Commission No.: 131046982

Illinois - Memorandum of Option for Easement 2-15-17

EMILY MCCLARY-DAVIS Notary Public, State of Texas Comm. Expires 03-15-2025 Notary ID 131046982

# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

The Southwest Quarter of the Southeast Quarter and the East Half of the Southeast Quarter of the Southwest Quarter of Section 11, Township 30 North, Range 7 East of the Third Principal Meridian, in Livingston County, Illinois.

PIN: 05-05-11-400-002: Farm Land: 60 acres, more or less.

Common Address: Dwight Township.

- Exhibit A -



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 07/22/2020 12:43:48PM KRISTY A MASCHING **COUNTY CLERK & RECORDER REC FEE:** 30.50 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 7

PREPARED BY, RECORDING REQUESTED BY AND WHEN **RECORDED RETURN TO:** 

fllinois Generation LLC c/o Land Dept. 1201 Loc 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

# **MEMORANDUM OF OPTION AND EASEMENT**

MEMORANDUM\_OF OPTION AND EASEMENT is made and entered into as of THIS - 28 , 2020 ("Effective Date"), by and between Rodney Carlson as Trustee of the Rodney Carlson Trust created November 9, 2007 and Maureen M. Carlson as Trustee of the Maureen M. Carlson Trust created November 9, 2007, whose address is P. O. Box 177, Campus, Illinois 60920 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

### WHEREAS:

Α. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property");

Β. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

С. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

2

Rodney Carlson as Trustee of the Rodney Carlson Trust created November 9, 2007

Maureon M. Curle

Maureen M. Carlson as Trustee of the Maureen M. Carlson Trust created November 9, 2007

# ACKNOWLEDGMENT

STATE OF ILLINOIS STATE OF ILLINOIS STATE OF ILLINOIS

This instrument was acknowledged before me this 23 day of 2020 by Rodney Carlson as Trustee of the Rodney Carlson Trust created November 9, 2007

[SEAL]

na Notary Public for the State of Illinois 2024 0.3 My commission expires: Commission No.: 9089

KAYLYN DAVIS OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires March 03, 2024

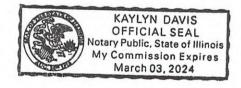
ACKNOWLEDGMENT

STATE OF ILLINOIS \$
COUNTY OF LIVINGSTON \$

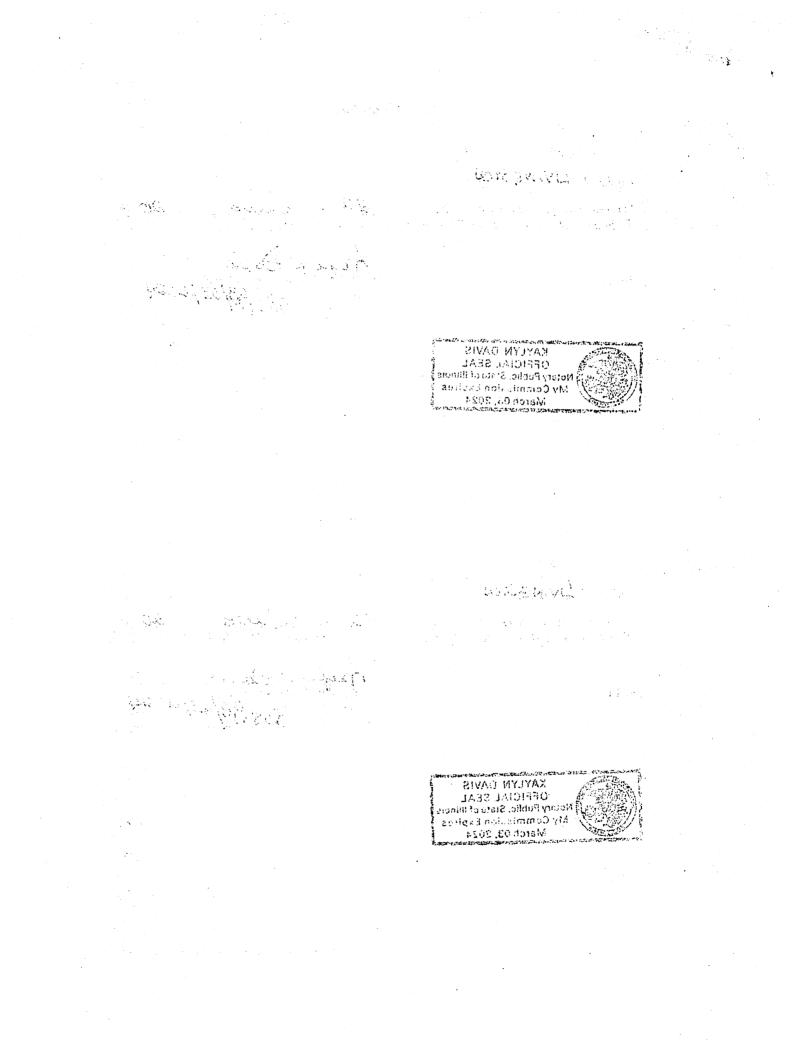
This instrument was acknowledged before me this 22 day of 42, 2020 by Maureen M. Carlson as Trustee of the Maureen M. Carlson Trust created November 9, 2007.

[SEAL]

Notary Public for the State of Illinois 2024 03 My commission expires: 0 Commission No.: 10898 03



Illinois - Memorandum of Option for Easement 2-15-17



# "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

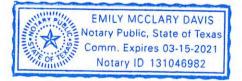
By: R asmusser 0 Name: Si Title: N C MOIT

# CORPORATE ACKNOWLEDGMENT

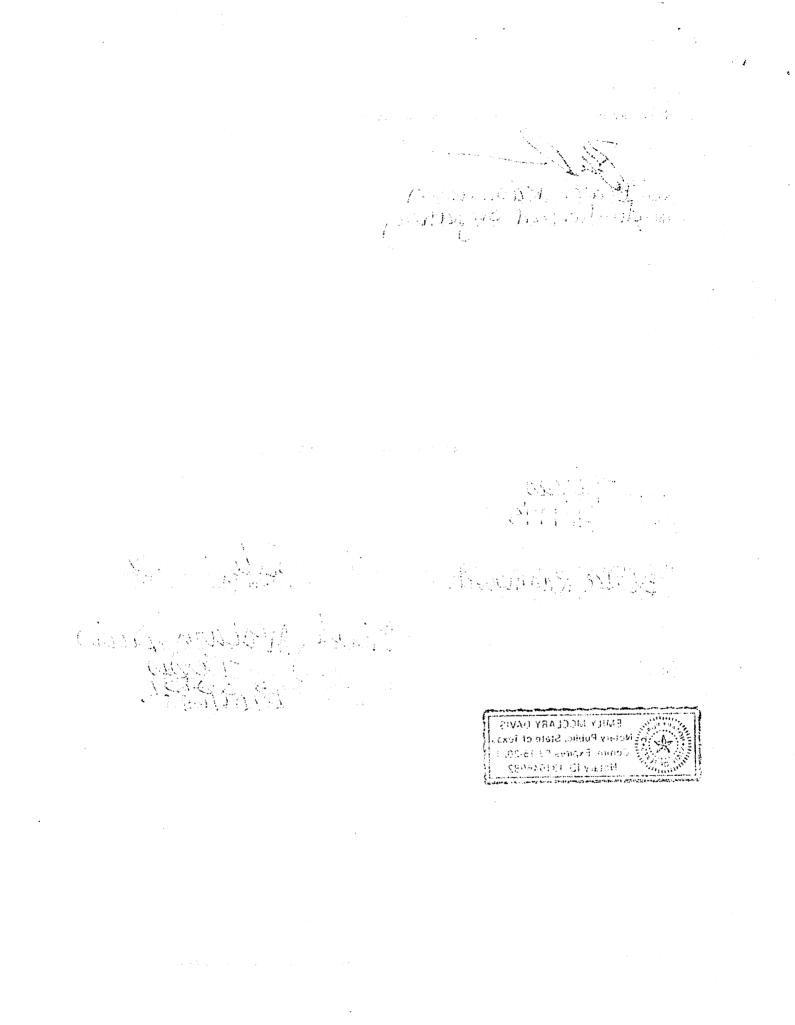
STATE OF \$ 50 COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_ 20 \_\_\_\_\_, by BLALE RAMAN, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of \_\_\_\_\_\_\_\_ My commission expires: 315-2021 Commission No.:\_\_\_\_\_3104698



### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

### **DESCRIPTION OF THE PROPERTY**

### <u>Tract l:</u>

The West Half of the Southwest Quarter of Section 11, Township 30 North, Range 8 East of the Third Principal Meridian, in Round Grove Township, in Livingston County, Illinois, except that part described as beginning 588 feet West of the Southwest corner thereof, thence North 300 feet, then West 252 feet; then North 100 feet, then West 146 feet, then South 248 feet, then East 105 feet, then South 152 feet to the South line of said Section 11, then East along said South line 288 feet to the Point of Beginning, leaving 77.23 acres, more or less.

PIN 06-06-11-300-007: Farm Land: 77.23 acres, more or less.

**Common Address: Round Grove Township.** 

### Tract 2:

The Northwest Quarter of the Northeast Quarter of Section 15, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-15-200-004: Farm Land: 40 acres, more or less.

### **Common Address: Round Grove Township.**

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The Northeast Quarter of the Northeast Quarter of Section 15, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN 06-06-15-200-007: Farm Land: 40 acres, more or less.

### **Common Address: Round Grove Township.**

Fract 4:

The South Half of the Northeast Quarter of Section 15, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

#### PIN: 06-06-15-200-008: Farm Land: 80 acres, more or less.

#### **Common Address: Round Grove Township.**

### <u>Tract 5:</u>

The North one-half of the Northwest one-quarter of Section 34, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, West of the Westerly right-of-way line of the former Wabash Railroad. except the following:

Exception 1 to Tract 5:

(Tract 2, Parcel A Livingston County, Illinois)

That part of the Northwest Quarter of Section 34, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Commencing at the Northwest corner of said Northwest Quarter and running thence East 250 feet; thence South 1000 feet; thence West 250 feet; and thence North 1000 feet to the point of the beginning, containing 5.74 acres, more or less. Permanent Real Estate Tax Index No.: 06-34-100-015. (Identified as "A" on a certain Plat of Survey prepared by Carl J. Krause, Illinois Registered Land Surveyor No. 1750 dated July 22<sup>nd</sup>, 2002.)

#### Exception 2 to Tract 5:

(Tract 2, Parcel B Livingston County, Illinois)

That part of the Northwest Quarter of Section 34, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at a point on the West line of said Northwest Quarter, which point is 1000 feet South from the Northwest corner of said Northwest Quarter and running; thence South, along said West line 75 feet; thence East, parallel with the North line of said Northwest Quarter, 33 feet; thence Northeasterly 228.81 feet to a point 250 feet Easterly from the point of beginning; and thence West, parallel with said North line 250 feet to the point of Beginning, containing 0.24 acres, more or less. A part of Permanent Real Estate Index No.: 06-34-100-015. (Identified as "B" on a Plat of Survey by Carl J. Krause, Illinois Registered Land Surveyor No. 1750 dated July 22<sup>nd</sup>, 2002.)

### Exception 3 to Tract 5:

#### (Tract 2, Parcel C Livingston County, Illinois)

That part of the Northwest Quarter of Section 34, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at a point on the North line of said Northwest Quarter, which point is 250 feet East from the Northwest corner of said Northwest Quarter and running; thence South, parallel with the West line of said Northwest Quarter, 400 feet; thence East, parallel with said North line 130 feet; thence Northwesterly 400.31 feet to a point on said North line, said point being 118 feet East from the point of beginning; and thence West, along said North line 118 feet to the point of beginning 1.14 acres, more or less. A part of the Permanent Real Estate Tax Index No.: 06-34-100-015 (Identified as "C" on a Plat of Survey by Carl J. Krause, Illinois Registered Land Surveyor No. 1750 dated July 22<sup>nd</sup>, 2002.)

PIN: 06-06-34-100-013 and 06-06-34-100-009: Farm Land: 36.97 acres, more or less.

### **Common Address: Round Grove Township.**

# <u> Tract 6:</u>

The East Half of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois excepting therefrom the following:

### Exception 1 to Tract 6:

That portion of the said Section 33 South and East of the Westerly right-of-way Line of the former Wabash Railroad;

#### Exception 2 to Tract 6:

### (Tract 3, Parcel A Livingston County. Illinois)

That part of the Northeast Quarter and the Southeast Quarter of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois bounded and described as follows: Beginning at the Southeast corner of said Northeast Quarter, being also the Northeast corner of said Southeast Quarter and running; thence North, along the East line of said Northeast Quarter, 145 feet; thence West, parallel with the South line of said Northeast Quarter, 230 feet; thence South, parallel with said East line, 245 feet to a point 100 feet South from the North line of said Southeast Quarter; thence Southwesterly 20.44 feet to a point 104.24 feet South from said North line; thence South, parallel with said East line, 202.99 feet; thence East, parallel with said North line, 214.50 feet to the Westerly right of way line of the former Wabash Railroad; thence Northeasterly, along said Westerly line, 64.67 feet to a point on the East line of said Southeast Quarter, which point is 253.17 feet South from the point of beginning; and thence North, along said East line, 253.17 feet to the point of beginning 2.46 acres, more or less. Permanent Real Estate Tax Index No.: 06-33-426-006. (Identified as "A" on a certain Plat of Survey prepared by Carl J. Krause, Illinois Registered Land Surveyor No. 1750 dated July 22<sup>nd</sup>, 2002.)

### Exception 3 to Tract 6:

#### (Tract 3, Parcel B Livingston County, Illinois)

That part of the Southeast Quarter of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois bounded and described as follows: Commencing at a point on the East line of said Southeast Quarter, which point is 100 feet South from the Northeast corner of said Southeast Quarter, and running, thence West, parallel with the North line of said Southeast Quarter, 250 feet; thence

South, parallel with said East line, 4.24 feet to the point of beginning, thence South, parallel with said East line, 202.99 feet; thence West, parallel with said North line, 7.72 feet; thence North, parallel with said East line, 60 feet; thence West parallel with said North line 30 feet; thence North, parallel with said East line, 135 feet; and thence Northeasterly 38.56 feet to the point of beginning, containing .013 acres, more or less. A part of Permanent Real Estate Tax Index No.: 06-33-200-006. (Identified as "B" on a Plat of Survey prepared by Carl J. Krause, Illinois Registered Land Surveyor No. 1750, dated July 22<sup>nd</sup>, 2002.)

### Exception 4 to Tract 6:

Certain real estate identified as "C" on a certain Plat of Survey prepared by Carl J. Krause, Illinois Registered Land Surveyor #1750, dated July 22<sup>nd</sup>, 2002, said parcel being west of and adjacent to the North 245 feet of Exception 2 above, and being 20 feet in width;

#### Exception 5 to Tract 6:

Certain real estate Identified as "D" on a certain Plat of Survey prepared by Carl J. Krause, Illinois Registered Land Surveyor #1750 dated July 22<sup>nd</sup>, 2002, said "D" being immediately South of and adjacent to the real estate described as Exception 2 for Tract 6 above as "A", said Exception 5 having a West Line which is an extension of the West Line of Exception 4 above, a South Line parallel to and 42.77 feet normally distance from the South Line of Exception 2, an East Line as the Westerly right-of-way Line of the former Wabash Railroad, and a North Line which is the South Line of Exception 2 to Tract 6 described above.

#### Exception 6 to Tract 6:

Beginning at a point 33 ½ rods West and 40 rods South of the Half Section corner of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois. Thence South about 25 rods to the line of the right of way of the Wabash Railroad; thence Northeast along said right of way to a point about 14 rods due East of the Point of Beginning, thence West to the Point of Beginning, containing 1.5 acres, more or less. PIN: 06-06-33-426-002.

#### Exception 7 of Tract 6:

That part of the Southeast ¼ of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at the Point of Intersection of the South line of said Southeast ¼, with the Westerly right-of-way line of the abandoned Wabash Railroad, which point is 1526.76 feet West from the Southeast corner of said Southeast ¼, said point being the Point of Beginning for this tract of land, and running; thence South 89°-08 minutes-27 seconds West, along said South line of said Southeast ¼, 481.00 feet; thence North 00°-51 minutes-33 seconds West, 327.00 feet; thence North 89°-08 minutes-27 seconds West, 327.00 feet; thence North 89°-08 minutes-27 seconds West, 327.00 feet; thence North 89°-08 minutes-33 seconds West, 327.00 feet; thence North 89°-08 minutes-33 seconds West, 327.00 feet; thence North 89°-08 minutes-34 seconds West, 327.00 feet; thence North 89°-08 minutes-35 seconds West, 31°-42 minutes-45 seconds West, 31°-60 feet to said Westerly right-of-way line; 388.03 feet to the Point of Beginning. Containing 4.39 acres, more or less. PIN: 06-06-33-451-004

PIN: 06-06-33-200-006 and 06-06-33-451-003: Farm Land: 269.67 acres, more or less.

#### **Common Address: Round Grove Township.**

The land described herein contains a total of 543.87 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 07/09/2020 01:53:10PM KRISTY A MASCHING **COUNTY CLERK & RECORDER** REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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### (Space above this line for Recorder's use only)

### **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of  $\underline{J}_{U} \underline{A} \underline{C}_{B} \underline{C}_{C}$ , 2020 ("Effective Date"), by and between Mark T. Christenson and Jennifer C. Christenson, husband and wife, whose address is 32810 North 3100 East Road, Dwight Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Mark T. Christenson

Christenson

### ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF LIVINGSTON

This instrument was acknowledged before me this 12 day of 2MARE . 20 20 by Mark T. Christenson

[SEAL]

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Notary Public for the State of Illinois My commission expires: MARCH03, Commission No.: 108981 202 Commission No.:\_\_\_



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ACKNOWLEDGMENT

STATE OF ILLINOIS § \$ 50 COUNTY OF LIVINGSTON

Jennifer C. Christenson

This instrument was acknowledged before me this 12 day of 12, 20, 20 by

[SEAL]

Notary Public for the State of Illinois My commission expires: MARCH Commission No.: 908987



"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: asmusser 110 Name: \* Sic ma Title: 00

# CORPORATE ACKNOWLEDGMENT

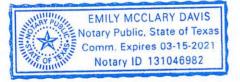
STATE OF LYC 00 00 00 COUNTY OF 1-TAL

The foregoing instrument was acknowledged before me this  $\frac{30}{20}$  day of  $\frac{3000}{2000}$  and  $\frac{2000}{2000}$  by  $\frac{1000}{2000}$  by  $\frac{1000}{2000}$ , as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

N

[SEAL]

Notary Public for the State of \_\_\_\_\_\_ My commission expires: <u>315-2021</u> Commission No.: <u>131046982</u>



### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

### **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

That part of the Northwest Quarter of Section 5, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, described as follows: Beginning at a point on the West line of said Northwest Quarter, which point is 1167.68 feet North of the Southwest Corner of said Northwest Quarter, and running thence South 90 Degrees 00 Minutes 00 Seconds East 649.04 feet, to the center of a ditch; thence South 03 Degrees 15 Minutes 52 Seconds West, along said ditch centerline, 110.55 feet; thence South 14 Degrees 35 Minutes 03 Seconds West, along said ditch centerline, 107.11 feet; thence South 25 Degrees 54 Minutes 15 Seconds West, along said ditch centerline, 113.45 feet; thence South 36 Degrees 58 Minutes 03 Seconds West, along said ditch centerline, 107.07 feet; thence South 40 Degrees 13 Minutes 14 Seconds West, along said ditch centerline, 107.36 feet; thence South 47 Degrees 06 Minutes 46 Seconds West, along said ditch centerline, 108.50 feet; thence South 51 Degrees 14 Minutes 14 Seconds West, along said ditch centerline, 108,19 feet; thence South 55 Degrees 37 Minutes 52 Seconds West, along said ditch centerline, 100.40 feet; thence South 48 Degrees 40 Minutes 14 Seconds West, along said ditch centerline, 106.62 feet; thence South 49 Degrees 49 Minutes 31 Seconds West, along said ditch centerline, 60.58 feet; thence South 44 Degrees 42 Minutes 48 Seconds West, along said ditch centerline, 71.16 to a point on the West line of said Northwest Quarter; thence North 00 Degrees 38 Minutes 30 Seconds West, along said West line 841.97 feet to the Point of Beginning, containing 8.15 acres, more or less, in Livingston County, Illinois.

PIN: 06-06-05-100-016: Farm Land: 8.15 acres, more or less.

#### **Common Address: Round Grove Township.**

### Tract 2:

The North Half of the Northwest Quarter of Section 6, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-06-100-002: Farm Land: 57.95 acres, more or less.

**Common Address: Round Grove Township.** 

The land described herein contains a total of 66.10 acres, more or less.

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# 2021R-02378

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 05/06/2021 12:42:26PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: \$17.00 RHSPS FEE: \$9.00 GIS FEE: \$20.00 AUTO FEE: \$12.00 DOC STOR FEE: \$5.00

PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of  $(2 \rho r_1 / 2 / 2 / 2)$ , 2021 ("Effective Date"), by and between Dawn M. Rousonelos, as Trustee of the Dawn M. Rousonelos Trust dated August 26, 2009, whose address is 13705 Quail Run Drive, Plainfield, Illinois 60544 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Dawn M. Rousonelos, as Trustee of the Dawn M. Rousonelos Trust dated August 26, 2009

# ACKNOWLEDGMENT

STATE OF ILLINOIS \$ \$ \$ COUNTY OF GRUND 21 This instrument was acknowledged before me this 0 day of 20 \_ by Dawn M. Rousonelos, as Trustee of the Dawn M. Rousonelos Trust dated August 26, 2009 Ħ [SEAL] Notary Public for the State of Illinois 2021 My commission expires; 1) [1] 865328 Commission No.:\_\_ "OFFICIAL SEAL" DEBRA JAROS-BENNETT Notary Public, State of Illinols My Commission Expires 11/16/21

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

\$ 8

By:

Name: <u>Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

# **CORPORATE ACKNOWLEDGMENT**

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u>

The foregoing instrument was acknowledged before me this 2/2 day of April. 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



EMILY MCCLARY-DAVIS My Notary ID # 131046982 Expires March 15, 2025

Notary Public for the State of <u>TEXA</u> My commission expires:<u>3-15-2025</u> Commission No.: 131046982

# **DESCRIPTION OF THE PROPERTY**

The Southeast Quarter of Section 7, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-07-400-001: Farm Land: 161.34 acres, more or less.

Common Address: Round Grove Township.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 10/09/2020 01:44:57PM KRISTY A MASCHING COUNTY CLERK & RECORDER **REC FEE:** 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

\$63

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

# **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2020 ("Effective Date"), by and between Dennis J. Wilhelmi, as Trustee of The Dennis J. Wilhelmi 2016 Declaration of Trust Dated September 22, 2016 and Loralyn Wilhelmi, as Trustee of The Loralyn Wilhelmi 2016 Declaration of Trust Dated September 22, 2016, whose address is 16555 West 3000 South Road, Buckingham, Illinois 60917 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

# WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at

Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" The Dennis J. Wilhelmi 2016 Declaration of Trust Dated September 22, 2016

this

Dennis J. Wilhelmi, Trustee

The Loralyn Wilhelmi 2016 Declaration of Trust Dated September 22, 2016

chelmi truster

Loralyn Wilhelmi, Trustee

STATE OF ILLINOIS

COUNTY OF Kokel

This instrument was acknowledged before me this <u>3</u> day of <u>September</u>, 20 <u>by</u> <u>Dennis J. Wilhelmi, as Trustee of The Dennis J. Wilhelmi 2016 Declaration of Trust Dated September</u> 22, 2016

[SEAL]

Notary Public for the State of Illinois My commission expires: 7-29-24 Commission No.: 94455



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# ACKNOWLEDGMENT

STATE OF ILLINOIS §
COUNTY OF Karkakor §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Loralyn Wilhelmi, as Trustee of The Loralyn Wilhelmi 2016 Declaration of Trust Dated September 22, 2016

Notary Public for the State of Illinois

My commission expires:

Commission No.:

[SEAL]



7-29-21

914155

#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By:

Name: <u>Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u> §

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The foregoing instrument was acknowledged before me this 29 day of <u>September</u> 2020, by Blake Rasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: 131046982

# **DESCRIPTION OF THE PROPERTY**

## Tract 1:

The East Half Of The Northwest Quarter Of Section 17 In Township 30 North, Range 8 East Of The Third Principal Meridian, Except That Part Bounded And Described As Follows: Beginning At A Point On The North Line Of Said Northwest Quarter, Which Point Is 1675.00 Feet From The Northwest Corner Of Said Northwest Quarter And Running Thence South, Perpendicular To Said North Line, 397.00 Feet; Thence East, Parallel With Said North Line, 348.00 Feet; Thence North 397.00 Feet, To Said North Line; And Thence West, Along Said North Line, 348.00 Feet To The Point Of Beginning, Said Part Containing 3.17 Acres Of Land More Or Less, Situated In The County Of Livingston, State Of Illinois.

#### Tract 2:

The West Half Of The Northeast Quarter Of Section 17 In Township 30 North, Range 8 East Of Third Principal Meridian, All In Livingston County, Illinois.

PIN: 06-06-17-200-003: Farm Land: 156.83 acres, more or less.

## **Common Address: Round Grove Township.**

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 11/18/2020 11:10:46AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

\$63

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

## MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2020 ("Effective Date"), by and between Darlene Drechsel as Trustee of the Arnold Drechsel Trust dated September 17, 2001 and Darlene Drechsel as Trustee of the Darlene Drechsel Trust dated September 17, 2001, whose address is 111 Karen Drive, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at

Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

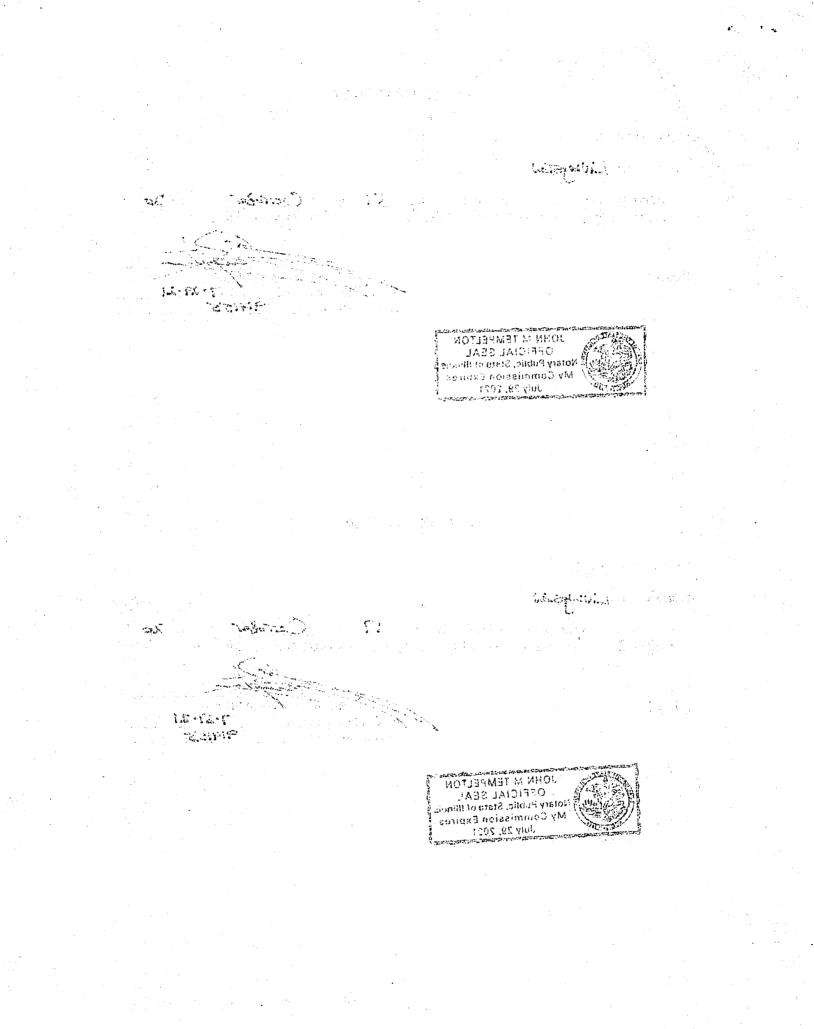
Arnold Drechsel as Trustee of the Arnold Drechsel Trust dated September 17, 2001 DR. Darlene Drechsel as trustee

Darlene Drechsel as Trustee of the Darlene Drechsel Trust dated September 17, 2001

STATE OF ILLINOIS COUNTY OF Livestand This instrument was acknowledged before me this <u>17</u> day of <u>Ccreber</u>, 20 by <u>Darlene Drechsel as Trustee of the Arnold Drechsel Trust dated September 17, 2001. [SEAL] Notary Public for the State of Uninois My commission expires: <u>7 · 29 · 21</u> JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires July 29, 2021</u>

ACKNOWLEDGMENT

STATE OF ILLINOIS	§ s		
COUNTY OF Livingston	ş		
This instrument was acknowl Darlene Drechsel as Trustee			
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[SEAL]	Notary Public for the State of Illinois My commission expires: 7-29-21		
		Commission No.:	914155
Notary Pub My Com	A TEMPELTON CIAL SEAL lic, State of Illinois nission Expires (29, 2021		



"DEVELOPER"

.1.

Illinois Generation LLC, a Delaware limited liability company

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By:

Name: Blake Rasmussen

Title: Authorized Signatory

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this <u>b</u> day of <u>November, 2020</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>

# **DESCRIPTION OF THE PROPERTY**

The Northeast Quarter of Section 8, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-08-200-002: Farm Land: 160 acres, more or less.

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Common Address: Round Grove Township: 31916 East 3200 North Road, Dwight, Illinois 60420.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 11/18/2020 11:10:47AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: 563

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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(Space above this line for Recorder's use only)

# MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2020 ("Effective Date"), by and between Darlene Drechsel as Trustee of the Arnold Drechsel Trust dated September 17, 2001, whose address is 111 Karen Drive, Dwight, Illinois 60420 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Arnold Drechsel as Trustee of the Arnold Drechsel Trust dated September 17, 2001 Darlene Drechsel as trustee

STATE OF ILLINOIS § COUNTY OF Livingston § This instrument was acknowledged before me this 17 day of October , 20 20 by Darlene Drechsel as Trustee of the Arnold Drechsel Trust dated September 17, 2001. [SEAL] Notary Eublic for the State of Illinois My commission expires: 7-29-21 Commission No.: 914155



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"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

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By:

Name<u>: Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

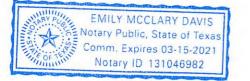
# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this <u></u>day of <u>November</u>, 2020, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.:<u>131046982</u>

# **DESCRIPTION OF THE PROPERTY**

Lot 1 in the Northeast Quarter of Section 6, Township 30 North, Range 8 East of the Third Principal Meridian (except the right of way of the New York Central Railroad along the South side of said Lot 1), in Livingston County, Illinois.

PIN: 06-06-06-200-002: Farm Land: 75.50 acres, more or less.

**Common Address: Round Grove Township.** 

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 02:12:51PM 02/05/2020 KRISTY A MASCHING **COUNTY CLERK & RECORDER** REC FEE: 17,00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: 363

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

## **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2020 ("Effective Date"), by and between Donna Jean Earing, as Fee Simple and Contract Seller, and Gerald Leslie Earing, also known as, Gerald L. Earing and Janice Lynn Earing, also known as, Janice L. Earing, husband and wife, as Contract Purchasers, whose address is 28318 North 3200 East Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at

Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Donna Jean Earing, as Fee Simple and Contract Seller

Gerald Leslie Earing, also known as, Gerald L. Earing as Contract Purchaser

Janice Lynn Earing, also known as, Janice L. Earing as Contract Purchaser

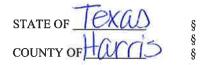
STATE OF ILLINOIS § ş ş COUNTY OF Laulalle 10+n 20<u>20</u> by This instrument was acknowledged before me this day of Donna Jean Earing, as Fee Simple and Contract Seller Ellioy Notary Public for the State of Illinois [SEAL] My commission expires: 03-01 · 20 Commission No.: OFFICIAL SEAL CHERYL K ELLIOT NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/01/20 ACKNOWLEDGMENT STATE OF ILLINOIS ş ş COUNTY OF Kaulca This instrument was acknowledged before me this  $10^{44}$ 20 by day of Gerald Leslie Earing, also known as, Gerald L. Earing as Contract Purchaser here K. Elligt [SEAL] Notary Public for the State of Illinois My commission expires: 03-01-20 Commission No.:\_ OFFICIAL SEAL CHERYL K ELLIOT NOTARY PUBLIC - STATE OF ILLINOIS ACKNOWLEDGMENT MY COMMISSION EXPIRES:03/01/20 STATE OF ILLINOIS § ş COUNTY OF 20\_20\_by This instrument was acknowledged before me this \_// day of Janice Lynn Earing, also known as, Janice L. Earing as Contract Purchase huyl K. Ellior Notary Public for the State of Illinois My commission expires: 03-01-20 [SEAL] Commission No .: AAAAA OFFICIAL SEAL CHERYL K ELLIOT NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/01/20 3 Illinois - Memorandum of Option for Easement 2-15-17

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: 10 asmussen Nam Title:

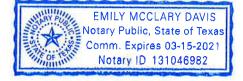
# CORPORATE ACKNOWLEDGMENT



The foregoing instrument was acknowledged before me this a day of <u>Tanually</u> 20 20 by <u>Blake</u> (<u>Asymptotic</u>), as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of TEMAD My commission expires: 3-15-2021 Commission No.: 31046982

[SEAL]



## **DESCRIPTION OF THE PROPERTY**

Χ

The North Half of the Southwest Quarter of Section 28, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, EXCEPTING therefrom the following: That part of the North Half of the Southwest Quarter of Section 28, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at a point on the West line of said Southwest Quarter which point is 825 feet South from the Northwest Corner of said North Half of the Southwest Quarter and running; thence East, perpendicular to said West line, 394 feet; thence South parallel with said West line, 515 feet; thence West perpendicular to said West line 394 feet, and thence North along said West line 515 feet to the point of beginning, said exception containing approximately 4.66 acres, more or less.

PIN: 06-06-28-300-004: Farm Land: 75.34 acres, more or less.

**Common Address: Round Grove Township.** 

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 10/20/2020 02:48:01PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEF: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2020 ("Effective Date"), by and between Edward J. Strobel as Trustee of the Edward J. Strobel Trust dated April 1, 1998, whose address is 716 Bryan Place, Fort Lauderdale, Florida 33312 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

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ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

OWNER

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Edward J. Strobel as Trustee of the Edward J. Strobel Trust dated April 1, 1998

STATE OF 00 00 00 COUNTY OF 1111 U, 20 10 by Notary Public for the State of [SEAL] My commission expires: Commission No.: 90 Commission No.:\_



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"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

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By:

Name<u>: Blake Rasmussen</u> Title: Authorized Signatory

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this Blake Rasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.:<u>131046982</u>

#### **DESCRIPTION OF THE PROPERTY**

Parcel 1:

• . . . • •

The Southwest ¼ of the Southeast ¼ of Section 27, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

AND

Parcel 2:

The Southeast ¼ of the Southeast ¼ of Section 27, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, excepting therefrom the West 346 feet of the South 630 feet thereof, and also excepting therefrom the East 195 feet of the West 541 feet of the South 380 feet thereof. Situated in Livingston County, Illinois.

PIN: 05-05-27-400-008: Farm Land: 73.3 acres, more or less.

Common Address: Dwight Township.

17

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 11/05/2020 02:58:11PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 8

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

## WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to

wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Edward J. Strobel as Trustee of the Edward J. Strobel Trust dated April 1, 1998

STATE OF 00 00 00 COUNTY OF 2020 by This instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_ Edward J. Strobel as Trustee of the Edward J. Strobel Trust dated April 1, 1998 [SEAL] Notary Public for the State of My commission expires: Commission No.:\_



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"OWNER"

Edward J. Strobel as Co-Trustee of the Edward I. Strobel Trust dated February 1, 1988, as amended

# ACKNOWLEDGMENT

STATE OF § § COUNTY OF 8

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_\_ by \_\_\_\_\_ by \_\_\_\_\_\_ Edward J. Strobel as Co-Trustee of the Edward I. Strobel Trust dated February 1, 1988, as amended.

[SEAL]

Notary Public for the State 0 My commission expires:\_\_\_\_\_\_ Commission No.:\_\_\_\_\_\_\_



"OWNER

John Martin Strobel as Co-Trustee of the Edward I. Strobel Trust dated February 1, 1988, as amended

STATE OF Chio \$ \$ \$ COUNTY OF Cuyahaga

This instrument was acknowledged before me this <u>5</u> day of <u>October</u>, 20 by John Martin Strobel as Co-Trustee of the Edward I. Strobel Trust dated February 1, 1988, as amended.



JESH BHATT

Notary Public for the State of Ohio My commission expires: Feb 13, 2023 Commission No.:\_

Notary Public, State of Ohio My Comm. Expires Feb. 13, 2023

Illinois - Memorandum of Option for Easement 2-15-17

"OWNER"

John M. Strobel as Trustee of the John M. Strobel Declaration of Trust under Agreement dated the 19<sup>th</sup> day of September 2018

## ACKNOWLEDGMENT

STATE OF Ohio § COUNTY OF <u>Cuyahoga</u> § С tober This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_\_ day d 20 20 by day of September 2018. . Notary Fub)ic for the State of Phio [SEAL] Feb My commission expires:\_ 202 Commission No.: JESĤ BHATT Notary Public, State of Ohio My Comm. Expires Feb. 13, 2023

"DEVELOPER"

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Illinois Generation LLC, a Delaware limited liability company

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By

Name: Blake Rasmussen Title: Authorized Signatory

# CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS 8

COUNTY OF HARRIS S

The foregoing instrument was acknowledged before me this oday of October 2020, by Blake Rasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of <u>TEXAS</u> My commission expires 3 15 2021

[SEAL]

Commission No.: 131046982



## **DESCRIPTION OF THE PROPERTY**

The Southwest ¼ of Section 27, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT that portion conveyed to the State of Illinois Department of Transportation by two deeds recorded October 20, 1995, as Document Numbers 480340 and 480341.

PIN: 05-05-27-300-001: Farm Land: 156.53 acres, more or less.

Common Address: Dwight Township.

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PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC () c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

6

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 12/05/2019 11:14:17AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 12.00 AUTO FEE: DOC STOR FEE: 5.00 PAGES: 5

(Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2019 ("Effective Date"), by and between Everett and Dorothy Severson Family LLC Series # 1, represented herein by Everett P. Severson and Dorothy M. Severson, its Managers, whose address is 11265 South Christensen Road, Gardner, Illinois 60424 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" Everette and Dorothy Severson Family LLC Series # 1

Everett P. Severson, Manager

arathy m. deverson, manager

Dorothy M. Severson, Manager

STATE OF ILLINOIS

# COUNTY OF Livingston

This instrument was acknowledged before me this 22nd day of 0ctober, 2019 by Everett P. Severson as Manager of Everette and Dorothy Severson Family LLC Series # 1.

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[SEAL] CAROL DIPPON "OFFICIAL SEAL" PUBLIC STATE OF May 23, 2021

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Intom Dublin		CALL

Notary Public for the State of Illinois My commission expires: 5/23/2021 Commission No.: 440875

#### ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF Livingston

This instrument was acknowledged before me this <u>22nd</u> day of <u>0ctober</u>, 2019 by Dorothy M. Severson as Manager of Everette and Dorothy Severson Family LLC Series # 1

[SEAL]

NOK ppor Notary Public for the State of Illinois

Notary Public for the State of Illinois My commission expires: 5/23/2021 Commission No.: 440875



#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

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By: Basmusser P Name Title: 1 NDNZ

## CORPORATE ACKNOWLEDGMENT

STATE OF TEXOS COUNTY OF HALVIS

The foregoing instrument was acknowledged before me this 18 day of NOVEMber 20 9, by BUCK RASMUSSED, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Clarks Notary Public for the State of My commission expires:

Commission No.: 13/DL

[SEAL]



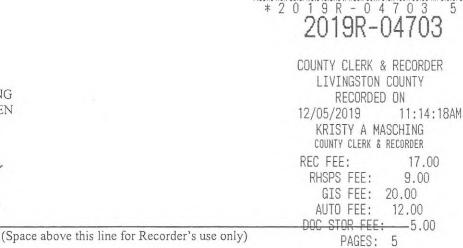
#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

### **DESCRIPTION OF THE PROPERTY**

The South Half of the Southwest Quarter of Section 28, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN:06-06-28-300-002: Farm Land: 80 acres, more or less

Common Address: 2800 North Road and 3200 East Road, Round Grove Township



#### PREPARED BY, RECORDING REQUESTED BY AND WHEN **RECORDED RETURN TO:**

Illinois Generation LLC 13 c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

6

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of November 18 \_, 2019 ("Effective Date"), by and between Everett and Dorothy Severson Family LLC Series # 2, represented herein by Everett P. Severson and Dorothy M. Severson, its Managers, whose address is 11265 South Christensen Road, Gardner, Illinois 60424 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property");

The term of the Option commences on the Effective Date and ends upon the first to occur Β. of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

If the Option is exercised, then Developer and its successors and assigns will hold an C. easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the

Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement. Should there be any inconsistency between the terms of this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" Everette and Dorothy Severson Family LLC Series # 2

uson Manager

Everett P. Severson, Manager

erson, manager brathy m.s

Dorothy M. Severson, Manager

STATE OF ILLINOIS

This instrument was acknowledged before me this <u>aand</u> day of <u>October</u>, 2019 by Everett P. Severson as Manager of Everette and Dorothy Severson Family LLC Series # 2.

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[SEAL]

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and Lippon	
Notary Public for the State of Illinois	
My commission expires: 513313031	

Commission No.: 440875

CAROL DIPPON "OFFICIAL SEAL" My Commission Expires May 23, 2021

### ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF LIVINGSTON §

This instrument was acknowledged before me this <u>aabd</u> day of <u>October</u>, 2019 by Dorothy M. Severson as Manager of Everette and Dorothy Severson Family LLC Series # 2.

[SEAL]

and Luppon
Notary Public for the State of Illinois
My commission expires: 5/23/202
Commission No.: 440875

6	CAROL DIPPON
NOTARY	"OFFICIAL SEAL"
STATE OF	<sup>©</sup> My Commission Expires
(ILLINOIS)	May 23, 2021

#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

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By: Name: 0 AMUMA Title:

### **CORPORATE ACKNOWLEDGMENT**

STATE OF LIKOS COUNTY OF HAL

The foregoing instrument was acknowledged before me this 18 day of November 20 9, by Blale Hasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of \_

My commission expires:

Commission No.:\_

[SEAL]



#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

### **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

All that part of the West Half of Government Lots 2 and 3 of the Northwest Quarter, lying West of the center of the creek, in Section 1, Township 30 North, Range 7 East of the Third Principal Meridian, in Dwight Township, Livingston County, Illinois. Containing 46.72 acres, more or less.

## PIN:05-05-01-100-001: Farm Land: 46.72 acres, more or less

#### **Common Address: Dwight Township**

#### Tract 2:

Lot 2, (EXCEPT the West 539.55 feet thereof) together with all of Lot 1 (EXCEPT the West 539.55 feet thereof) all in the Northeast Quarter in Section 2, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, Further, (EXCEPT therefrom the East 40 feet thereof having been conveyed to the Town of Dwight for a public highway, also EXCEPT RR row along the South side of Lot 1 and except that part of said Lot 2 described as follows: Beginning at a point on the Northline of said Northeast Quarter which point is 683.50 feet West from the Northeast Corner of said Northeast Quarter and running, thence South perpendicular to said North Line 297 feet, thence West, parallel with said North Line 220 feet; thence North, perpendicular to said North Line 297 feet to said North Line, and thence East, along said North Line 220 feet to the point of beginning. Further, EXCEPT West 100 acres therefrom) said exception subject to an easement for ingress and egress over and across the East 70 feet of the North 245 feet of said exception to benefit parcel 2. Containing 52.78 acres, more or less.

## PIN:05-05-02-200-005: Farm Land: 52.78 acres, more or less

#### **Common Address: Dwight Township**

#### Tract 3:

The Southeast Quarter of Section 16, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

## PIN:06-06-16-400-001: Farm Land: 160 acres, more or less

## Common Address: Campus, Illinois 60920: Round Grove Township

#### Tract 4:

The North Half of the Northwest Quarter of Section 21, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

## PIN:06-06-21-100-006: Farm Land: 80 acres, more or less

## Common Address: Campus, Illinois 60920: Round Grove Township

#### Tract 5:

The West Half of the North Half of the Northeast Quarter of Section 21, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois EXCEPT beginning at a point on the North Line of the Northeast Quarter of said Section 21 which point is 1,724 feet West of the Northeast Corner of said Northeast Quarter and running thence South 375 feet, thence West 464.64 feet, thence North 375 feet, thence East along said North Line 464.64 feet to the point of beginning, containing 4 acres, more or less, situated in Livingston County, Illinois.

#### PIN:06-06-21-200-006: Farm Land: 36 acres, more or less

## **Common Address: Round Grove Township**

The land described herein contains a total of 375.5 acres, more or less.



PREPARED BY, RECORDING REQUESTED BY AND WHEN **RECORDED RETURN TO:** 

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 12/05/2019 11:14:19AM KRISTY A MASCHING COUNTY CLERK & RECORDER **REC FEE:** 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES:

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(Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of November 18 \_\_\_\_, 2019 ("Effective Date"), by and between Everett and Dorothy Severson Family LLC Series # 3, represented herein by Everett P. Severson and Dorothy M. Severson, its Managers, whose address is 11265 South Christensen Road, Gardner, Illinois 60424 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

The parties have entered into an Option Agreement for Easement and Grant of Easement A. (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property");

Β. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof,

on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" Everette and Dorothy Severson Family LLC Series # 3

everan Managar

Everett P. Severson, Manager

Vorathy m. Severson, Manager

Dorothy M. Severson, Manager

STATE OF ILLINOIS § § COUNTY OF Livingston §

[SEAL]

son Notary Public for the State on Minois My commission expires: 5 3 3021 Commission No.: \_\_\_\_\_



#### ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF Livingston §

This instrument was acknowledged before me this day of October	_, 2019 by
Dorothy M. Severson as Manager of Everette and Dorothy Severson Family LLC Series # 3	

[SEAL]

Carol Duppon
Notary Public for the State of Illinois
My commission expires: 5/23/2021
Commission No.: 440875

CAROL DIPPON "OFFICIAL SEAL" **My Commission Expires** May 23, 2021

#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: Name: Title:

## CORPORATE ACKNOWLEDGMENT

STATE OF TRAS \$
COUNTY OF HELTI'S \$

The foregoing instrument was acknowledged before me this 18 day of NOVEMber 20 9, by Dave ROSMUSSED, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of

[SEAL]



Notary ID 131046982

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

The West 100 acres of the following description: Lot 2, (EXCEPT the West 539.55 feet thereof) together with all of Lot 1 (EXCEPT the West 539.55 feet thereof) all in the Northeast Quarter of Section 2, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois further (EXCEPT therefrom the East 40 feet thereof having been conveyed to the town of Dwight for a public highway, also (EXCEPT RR ROW along the South side of Lot 1 and EXCEPT that part of said Lot 2 described as follows: Beginning at a point on the North Line of said Northeast Quarter which point is 683.50 feet West from the Northeast Quarter and running, thence South perpendicular to said North Line 297 feet thence West, parallel with said North Line 220 feet; thence North, perpendicular to said North Line 297 feet to said North Line, and thence East, along said North Line 220 feet to the point of beginning. Said exception subject to an easement for ingress and egress over and across the East 70 feet of the North 245 feet of said exception) to benefit parcel 2 containing 100 acres, more or less.

#### PIN: 05-05-02-200-004: Farm Land: 100 acres, more or less

#### **Common Address: Dwight Township**

#### Tract 2:

The Southwest Quarter of Section 16, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois EXCEPT commencing at a point on the West Line of said Section 16, 904.57 feet North of the Southwest Corner of said Section; thence North along said West Line, 205 feet to a point; thence Easterly at right angles to said West Line, 445 feet to a point; thence Southerly parallel to said West Line, 205 feet to a point; thence Westerly 445 feet to the point of beginning.

#### PIN: 06-06-16-300-031: Farm Land: 157.91 acres, more or less

#### Common Address: Campus, Illinois 60920: Round Grove Township

#### Tract 3:

The East Half of the Northwest Quarter of Section 27, Township 30 North, Range 8 East of the Third Principal Meridian, located in Round Grove Township, Livingston County, Illinois.

#### PIN: 06-06-27-100-003: Farm Land: 80 acres, more or less

#### **Common Address: Round Grove Township**

#### Tract 4:

The East 80 acres of all that portion of the South Half of Section 27, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, lying Easterly of the railroad right-of-way, all in Round Grove Township, Livingston County, Illinois.

#### PIN: 06-06-27-400-004: Farm Land: 80 acres, more or less

#### **Common Address: Round Grove Township**

The land described herein contains a total of 417.91 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 11/05/2020 02:58:12PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEF: 17.00 RHSPS FFF: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

REQUESTED BY AND WHEN RECORDED RETURN TO:

PREPARED BY, RECORDING

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Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

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Glenn A. Ferrari

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STATE OF ILLINOIS	ş			
COUNTY OF Livingston	9 §			
This instrument was acknowled Glenn A. Ferrari	ged before me this	151	_ day of <u>October</u>	, 20 <b>_20</b> by

[SEAL]

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MAU Notary Public for the State of Illinois () My commission expires: March 10, 2024 Commission No.:\_



#### ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this <u>1st</u> day of <u>October</u>, 20<u>20</u> by <u>Rebecca L. Ferrari</u>.



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Loyce a Benne

Notary Public for the State of Illinois My commission expires: <u>Nov 27, 2021</u> Commission No.: <u>457142</u>

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Illinois - Memorandum of Option for Easement 2-15-17

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OFFICIAL SEAL MARY C LUDWIG MOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 03/10/24

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HAME LEADER OF A CONTRACT OF A

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

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By:

Name<u>: Blake Rasmussen</u> Title: Authorized Signatory

#### CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this the day of <u>October 2020</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

airs

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>

#### **EXHIBIT A TO** MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

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<u>Tract 1:</u> The Northwest ¼, Except the North 504.25 feet of the West 864 feet thereof, of Section 13, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois. Containing 151.59 acres, more or less.

Tract 2: The East 432 feet of the West 864 feet of the North 504.25 feet of the Northwest <sup>1</sup>/<sub>4</sub> of Section 13, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-13-100-007: Farm Land: 156.59 acres, more or less.

Common Address: Dwight Township.

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2021R-00332 2021R-00332 COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/20/2021 01:21:05PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00

PAGES:

5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2021 ("Effective Date"), by and between Dennis M. Tjelle and Margene E. Tjelle, huspand and wife, whose address is 30274 North 3000 East Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property"):

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement:

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

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Illinois - Memorandum of Option for Easement 2-15-17

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

The parties desire to enter into this Memorandum of Option and Easement which is to be D. recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

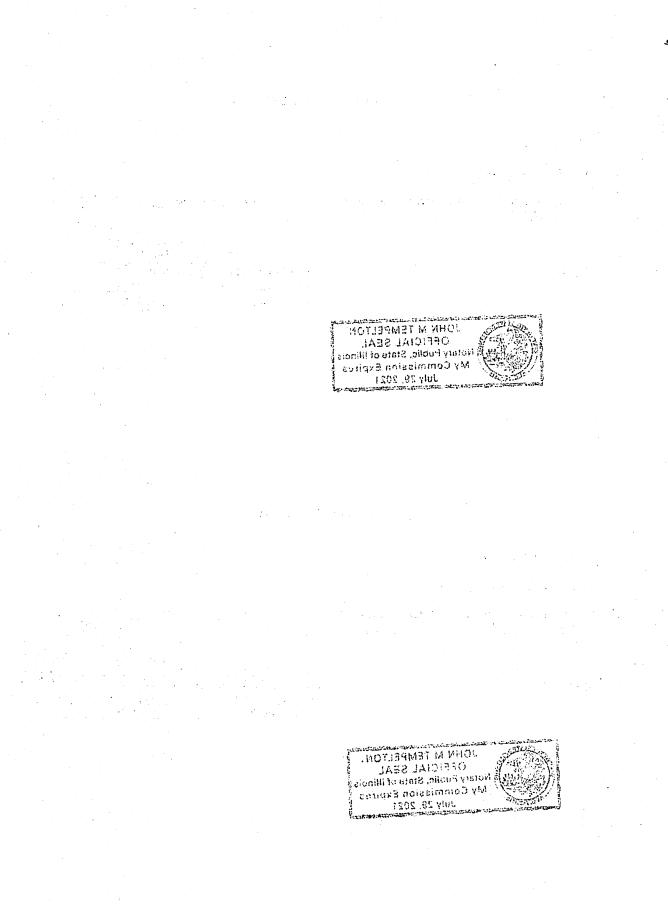
IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

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<u>Lennis M. Tzelle</u> Dennis M. Tjelle <u>Margenel E. Jille</u>

COUNTY OF Lovingston	
This instrument was acknowledged before me th Dennis M. Tjelle	is <u>i6</u> day of <u>December</u> , 20 <u>20</u> by
	4 S
[SEAL]	Notary Public for the State of Illinois
-	My commission expires: 7-29-21 Commission No.: 914155
JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires July 29, 2021	WLEDGMENT
STATE OF ILLINOIS §	
0	
COUNTY OF Loving star	is 16 day of <u>December</u> , 20.20 by
COUNTY OF <u>Living star</u> § This instrument was acknowledged before me th	is 16 day of <u>December</u> , 20 20 by
COUNTY OF <u>Living star</u> § This instrument was acknowledged before me th <u>Margene E. Tjelle</u>	- 4.3
COUNTY OF <u>Living star</u> § This instrument was acknowledged before me th	Notaty Public for the State of Illinois My commission expires: 7-29-21 Commission No.: 91/1155



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"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By:

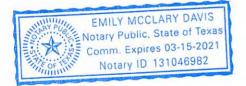
Name: <u>Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

## CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u> §

The foregoing instrument was acknowledged before me this  $\mathcal{D}$  day of January, 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

### **DESCRIPTION OF THE PROPERTY**

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The East 40 acres of the Northeast Quarter of Section 13, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-13-200-004: Farm Land: 40 acres, more or less.

#### **Common Address: Dwight Township.**

#### <u>Tract 2:</u>

The Northeast Quarter of Section 13, Township 30 North, Range 7 East of the Third Principal Meridian, except the East 40 acres thereof and except the West 60 acres thereof, in Livingston County, Illinois. Also Except: The East 20 acres of the West 80 acres of the Northeast Quarter of Section 13, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-13-200-006: Farm Land: 41.50 acres, more or less.

#### Common Address: Dwight Township: Dwight, Illinois 60420.

#### /Tract 3:

A part of the East Half of the Southwest Quarter of Section 13, Township 30 North, Range 7 East of the Third Principal Meridian, described as commencing at the Southwest Corner of Section 13, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, thence North 90 degrees 00 minutes East 1747.1 feet along the South Line of said Section 13 to the place of beginning. From said place of beginning thence North 0 degrees 10 minutes West 210 feet, thence North 90 degrees 00 minutes East 414.86 feet parallel with the South Line of said Section 13, thence South 0 degrees 10 minutes East 210 feet to the South Line of said Section 13, thence North 90 degrees 00 minutes South Line of said Section 13, thence North 90 degrees 00 minutes West 414.86 feet along the South Line of said Section 13 to the place of beginning, as shown on plat recorded March 5, 1959 in plat Book 6 at Page 147, residential; situated in the County of Livingston, in the State of Illinois.

PIN: 05-05-13-300-003: Farm Land: 2 acres, more or less.

#### Common Address: Dwight Township: 29353 East 3000 North Road, Dwight, Illinois 60420.

#### Tract 4:

Part of the North Half of the Southwest Quarter of Section 10, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at the Northeast corner of the Southwest Quarter and running; thence South 88 degrees 42 minutes 25 seconds West, along the North line of said Southwest Quarter, 1722.00 feet, more or less, to a point in the center of a ditch running in a Northerly and Southerly direction; thence meandering in a Southwesterly direction along the center of said ditch 1027.1 feet, more or less, to a point on the East right of way line of Illinois Route 47; thence South 01 degrees 26 minutes 15 seconds East, along said East right of way line, 790.1 feet to the South line of said North Half; thence North 88 degrees 42 minutes 25 seconds East, along said South line, 2578.23 feet to the Southeast corner of said North Half; thence North 01 degrees 22 minutes 49 seconds West, along the East line of said Southwest Quarter, 1327.41 feet to the Point of Beginning.

PIN: 05-05-10-300-006: Farm Land: 72.97 acres, more or less.

Common Address: Dwight Township: Dwight, Illinois 60420.

The land described herein contains a total of 156.47 acres, more or less.

2 0 2 1 R - 0 0 3 3 3 5 \* 2021R-00333 COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/20/2021 01:21:06PM KRISTY A MASCHING COUNTY CLERK & RECORDER

REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of January, 0, 2021 ("Effective Date"), by and between Jacob E. Tjelle and Jennifer M. Tjelle, husband and wife, whose address is 31654 East 2600 North Road, Cabery, Illinois 60919 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

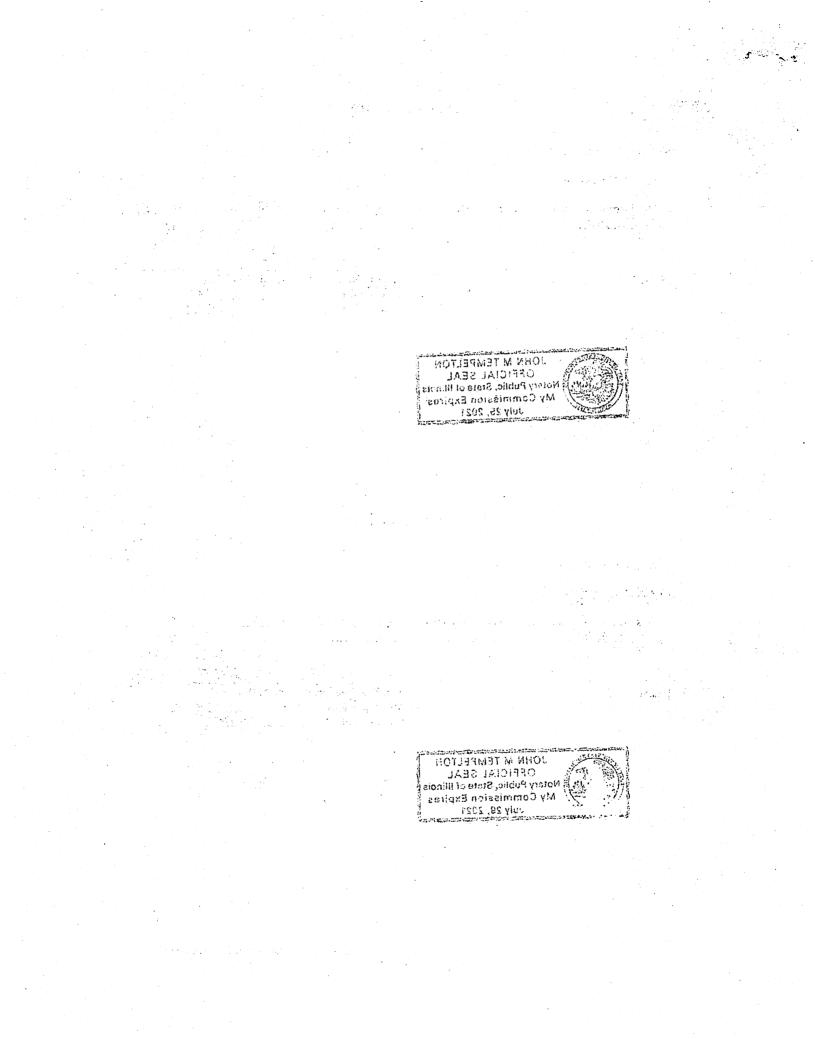
The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER ob E. Tjelle

Illinois - Memorandum of Option for Easement 2-15-17

COUNTY OF Livingston §	before me this 16 day of December, 20 20 by
Jacob E. Tjelle	before me this <u>l</u> by day of <u>December</u> , 20 30 by
[SEAL]	Notary Public for the State of Illinois
	My commission expires: 7-39-21 Commission No.: 914155
JOHN M TEM OFFICIAL Notary Public, Sta My Commissio July 29, 2	SEAL ate of Illinois on Expires
	ACKNOWLEDGMENT
	ACKNOWLEDGMENT
STATE OF ILLINOIS §	ACKNOWLEDGMENT
S	ACKNOWLEDGMENT
COUNTY OF Liver \$	ACKNOWLEDGMENT
COUNTY OF Liverston § This instrument was acknowledged b	
This instrument was acknowledged b	
COUNTY OF Livergram § This instrument was acknowledged b Jennifer M. Tjelle	before me this <u>16</u> day of <u>beceuber</u> , 20 <u>20</u> by Notary Public for the State of Illinois My commission expires: <u>7.29-21</u> Commission No.: <u>914155</u>



"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

00:00

By:

Name: <u>Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

## CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF <u>HARRIS</u>

The foregoing instrument was acknowledged before me this 2 day of January, 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

EMILY MCCLARY DAVIS Notary Public, State of Texas omm, Expires 03-15-2021 131046982 Notary ID

Notary Public for the State of TEXAS

Notary Public for the State of 142.AMy commission expires: 3-15-2021Commission No.: 131046982

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

## Tract 1:

The West 60 acres of the Northeast Quarter of Section 13, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-13-200-002: Farm Land: 60 acres, more or less.

**Common Address: Dwight Township.** 

<u>Tract 2:</u>

The East 20 acres of the West 80 acres of the Northeast Quarter of Section 13, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-13-200-005: Farm Land: 20 acres, more or less.

Common Address: Dwight Township: 29700 East 3100 North Road, Dwight, Illinois 60420.

The land described herein contains a total of 80 acres, more or less.

Illinois - Memorandum of Option for Easement 2-15-17



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 10/20/2020 02:48:02PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC 63 c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2020 ("Effective Date"), by and between Vanderhyden Farms, LLC, by David Vanderhyden, its Manager, whose address is 30886 East 3300 North Road, Dwight, Illinois 60420 (together with her successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" Vanderhyden Farms, LLC

By:

David Vanderhyden, its Manager

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STATE OF ILLINOIS	\$ 8
COUNTY OF Livingston	ŝ
	dged before me this <u>19</u> day of <u>September</u> , 20 20 by ger of Vanderhyden Farms, LLC
	A'S
[SEAL]	Notary Public for the State of Illinois My commission expires: 7-29-21
	Commission No.: 914155
JOHN M TE OFFICIA Notary Public, S My Commiss July 29,	L SEAL tate of Illinois ion Expires

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

§

By:

Name<u>: Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this  $\frac{1}{2}$  day of <u>October 2020</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

alto

[SEAL]

Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>

EMILY MCCLARY DAVIS Notary Public, State of Texas Comm. Expires 03-15-2021 Notary ID 131046982

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#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

Government Lots 2 and 3 in the Northeast Quarter of Section 6, in Township 30 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Northeast Corner of said Section 6; Thence South 00 degrees 07 minutes 50 seconds East 2099.47 feet along the East Line of said Northeast Quarter Section to the Southeast Corner of said Government Lot 2; Thence North 89 Degrees 02 Minutes 41 Seconds West 2653.88 feet to the Southwest Corner of said Lot 2; Thence North 00 degrees 11 minutes 22 seconds West 2055.26 feet to the Northwest Corner of said Northeast Quarter Section; thence East 2655.52 feet along the North Line of said Northeast Quarter Section to the point of beginning; EXCEPT That part of Government Lot 3 in the Northeast Quarter of Section 6, Township 30 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of said Section 6; thence West 408.87 feet along the North Line of said Northeast Quarter Section to the point of beginning; thence South 580.8 feet; thence West 375.0 feet parallel with the North Line of said Northeast Quarter Section; thence East 375.0 feet along said Northeast Quarter Section; thence East 375.0 feet along said Northeast Quarter Section; thence East 375.0 feet along said Northeast Quarter Section; thence East 375.0 feet along said Northeast Quarter Section; thence East 375.0 feet along said North Line of the North Line of said Northeast Quarter Section; thence East 375.0 feet along said North Line of the North Line of the North Line of said Northeast Quarter Section; thence East 375.0 feet along said North S80.8 feet to the North Line of said Northeast Quarter Section; thence East 375.0 feet along said North Line of the North Line of said Northeast Quarter Section; thence East 375.0 feet along said North Line of the Northeast Quarter Section to the point of beginning, situated in Round Grove Township, Livingston County, Illinois.

PIN: 06-06-06-200-004: Farm Land: 120.34 acres, more or less.

Common Address: Round Grove Township: Dwight, Illinois 60420.

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/06/2020 12:59:40PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

# **MEMORANDUM OF OPTION**

# **AND EASEMENT**

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PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC 63 c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2019 ("Effective Date"), by and between John Jeff McGinnis as Trustee of the Vince McGinnis Trust dated May 15, 2015, whose address is 112 A South York Road, Elmhurst, Illinois 60126 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Vince McGinnis Trust dated May 15, 2015

cGinnis, Trustee

OFFICIAL SEAL NANCY BECHT NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 01-05-2021

#### ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF <u>DUPACE</u>

OFFICIAL SEAL

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 01-05-2021

This instrument was acknowledged before me this 21 at day of November, 2019 by John Jeff McGinnis as Trustee of the Vince McGinnis Trust dated May 15, 2015

[SEAL]

Notary Public for the State of Illinois 202 105 My commission expires: Commission No.:

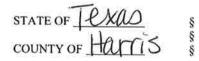
"DEVELOPER"

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Illinois Generation LLC, a Delaware limited liability company

By: e Rasmussen Name: Title: Authorized Signatory

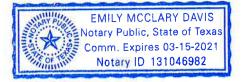
# CORPORATE ACKNOWLEDGMENT



The foregoing instrument was acknowledged before me this 1 day of 20 19, by Blake Kasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of TEXAD My commission expires: 3-15-2021 Commission No.: 131846982

[SEAL]



## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

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The Southwest Quarter of Section 26, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-26-300-007 and 06-06-26-300-008: Farm Land: 160 acres, more or less.

Common Address: Round Grove Township: Emington, Illinois 60934

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/06/2020 12:59:42PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

# **MEMORANDUM OF OPTION**

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AND EASEMENT

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC

c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

#### **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of an Illinois Limited Liability Company, by Thomas M. Walsh, Manager, whose address is 33162 E 2700 North Road, Campus, Illinois 60920 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

#### "OWNER" Walsh Family Farms, LLC, an Illinois Limited Liability Company

Thomas M Watsh. Manage

#### ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF LIVINGSTON §

This instrument was acknowledged before me this 204 day of Novembar, 2019 by Thomas M. Walsh as Manager of Walsh Family Farms, LLC, an Illinois Limited Liability Company.

Notary Public for the State of Illinois My commission expires: 10/19/20 Commission No.:

[SEAL]

OFFICIAL SEAL PEGGY PATCHETT NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:10/19/20

Illinois - Memorandum of Option for Easement 2-15-17

#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: e Rasmussen Name: thorned Signatory Title:

# CORPORATE ACKNOWLEDGMENT

STATE OF ICKOD 100 000 000 COUNTY OF HAKIS

The foregoing instrument was acknowledged before me this 16 day of December 20, 9, by Blace Kappubles, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of TEXAS My commission expires: 375-2021 Commission No.: 131046982

[SEAL]



Illinois - Memorandum of Option for Easement 2-15-17

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

The Northeast Quarter of Section 22, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, EXCEPT Beginning at a point on the North line of said Northeast Quarter, which point is 1195 feet West from the Northeast Corner of said Northeast Quarter, and running thence South 459.60 feet; thence West parallel with said North line 150 feet; thence North 459.60 feet; and thence East 150 feet to the point of beginning.

PIN: 06-06-22-200-003: Farm Land: 158.42 acres, more or less.

**Common Address: Round Grove Township** 

Illinois - Memorandum of Option for Easement 2-15-17

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/03/2020 02:05:11PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 8

# MEMORANDUM OF OPTION AND EASEMENT

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PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

### **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2019 ("Effective Date"), by and between Norval J. Wiemken and Kathleen A. Wiemken, husband and wife, whose address is 123 East South Street, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Norval J. Wiemken

Koulleen allembe

Kathleen A. Wiemken

# ACKNOWLEDGMENT

STATE OF ILLINOIS §		
COUNTY OF Lawrenge §		
This instrument was acknowledged before me thi Norval J. Wiemken	s <u>27</u> day of <u>November</u> , 2019 b	by
	and the second s	
[SEAL]	Notary Public for the State of Illinois My commission expires: 4-12-20	
	Commission No.: 3927=0	



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# ACKNOWLEDGMENT

STATE OF ILLINOIS	§ § §	
This instrument was acknowledg Kathleen A. Wiemken	ed before me this da	ay of <u>November</u> , 2019 by
[SEAL]	Notary Public My commissi Commission	
JOHN M TEM OFFICIAL Notery Public, St My Commissi April 12,	SEAL ate of Illinois on Expires	

#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: smussen 0 Name: Signaton onzed Title:

## CORPORATE ACKNOWLEDGMENT

STATE OF \$ \$ \$ COUNTY OF H

The foregoing instrument was acknowledged before me this <u>33</u> day of <u>December</u> 20\_19, by <u>Blake Rasmussen</u>, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of Texas My commission expires: 3-15-3-031 Commission No.: 13/04/69.235





## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

## Tract 1:

Commencing at the Northeast Corner of the Southeast Quarter (SE 1/4) of Section 22, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois; thence West along the North line of the said Southeast Quarter (SE 1/4) to the Northwest corner thereof; thence South along the West line of the said Southeast Quarter (SE 1/4) 413 feet; thence East 1061 feet; thence South 480 feet; thence East 1225 feet; thence North 612 feet; thence East 354 feet, more or less, to the East line of the said Southeast Quarter (SE 1/4); thence North along the East line 281 feet, more or less to the point of beginning.

## PIN: 06-06-22-401-005: Farm Land: 37.45 acres, more or less.

**Common Address: Round Grove Township: Dwight, Illinois 60420** 

# Tract 2:

The South Half of the Southwest Quarter of Section 22, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

AND

The Southeast Quarter of Section 22, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT Beginning at the Southeast Corner of Lot 10 in Block 12 of Ahern's Subdivision, thence North along the East line of said Lot 10 and an extension thereof, 384 feet; thence West parallel with said South line, 453 feet; thence South parallel with said East line of Lot 10, 384 feet; and thence East, along said South line, 453 feet to the Point of Beginning; ALSO EXCEPTING Commencing 699 feet West and 33 feet North of the Southeast Corner of the Southeast Quarter which is the Point of Beginning, thence North, along the East line of Eugene Street and an extension thereof 546 feet; thence West parallel with said South line, 216 feet; thence South parallel with said East line of Eugene Street, 546 feet; and thence East, parallel with said South line, 216 feet to the Point of Beginning; ALSO EXCEPTING Lots 1 through 6, Lots 8, 9 and the East Half of Lots 10 and 12 and all alleys in Block 1 of Ahern's Subdivision; ALSO EXCEPTING Lots 1 through 8 and all alleys in Block 2 of Ahern's Subdivision; ALSO EXCEPTING all of Block 3 and all alleys in Block 3 of Ahern's Subdivision; ALSO EXCEPTING Commencing at the Northeast corner of the Southeast Quarter of said Section 22; thence West along the North line of the said Southeast Quarter to the Northwest corner of the Southeast Quarter of said Section 22; thence South along the West line of the Southeast Quarter, 413 feet; thence East, 1061 feet; thence South, 480 feet; thence East, 1225 feet; thence North, 612 feet; thence East, 354 feet, more or less to the East line of the said Southeast Ouarter of Section 22; thence North along the East line of Section 22, 281 feet, more or less, to the Point of Beginning; ALSO EXCEPTING all of Frederick Street, Thaddeus Street, all of which are located in Ahern's Subdivision; ALSO EXCEPTING that part of Ahern Street located between Frederick Street and North 3400 East Road in Ahern's Subdivision.

PIN: 06-06-22-401-007: Farm Land: 185.27 acres, more or less.

**Common Address: Round Grove Township: Dwight, Illinois 60420** 

## Tract 3:

The West Half of the Southwest Quarter of Section 23, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPTING a tract of land of 1 <sup>1</sup>/<sub>2</sub> acres located in the Southwest corner of the Southwest Quarter lying North and West of the Westerly Right-of-Way of the former Norfolk and Western Railroad; ALSO EXCEPTING Lots 1, 2, and 3 in Block 1 and the vacant alley lying North and adjacent to Cardiff Coal Company Subdivision; ALSO EXCEPTING Lots 4 through 8, inclusive, in Block I and the vacant alley lying North and adjacent to Cardiff Coal Company Subdivision; ALSO EXCEPTING Lots 9 and 10 in Block 1, together with vacated Center Avenue which runs North to South between Lots 9 and 10 in Block 1, and the South Half of the vacated alley which adjoins Lots 9 and 10 to the North, all in Cardiff Coal Company Subdivision; ALSO EXCEPTING Commencing at the Southwest corner of the Southwest Quarter of Section 23, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, thence North along the West line of said Southwest Quarter to the Westerly extension of the South line of Lot 172, which is the Point of Beginning, thence due East to a point on the East line of the now vacated Park Street; thence Northerly along the East line of Park Street to its intersection with the South line of now vacated Shaft Street; thence West along the said South line of Shaft Street to the West line of the Southwest Quarter of Section 23; thence South along the West line to the Point of Beginning, including all of the vacated streets and alleys therein contained; ALSO EXCEPTING Commencing at the Southwest corner of the Southwest Quarter of Section 23, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, thence North along the West line of said Southwest Quarter to the Westerly extension of the North line of Lot 172 to the Point of Beginning; thence North along the West line, 1331.41 feet to a point which is 105 feet South from the Northwest corner of the Southwest Quarter; thence North 88 degrees 11 minutes 12 seconds East, 46 feet; thence South 21 degrees 38 minutes 14 seconds East, 84.12 feet; thence South 31 degrees 44 minutes 05 seconds East, 258.36 feet; thence South 15 degrees 41 minutes 52 seconds East, 39.32 feet; thence South 0 degrees 05 minutes 49 seconds East, 340.53 feet; thence South 05 degrees 34 minutes 27 seconds East, 148.11 feet; thence South 24 degrees 23 minutes 04 seconds East, 94.92 feet; thence South 50 degrees 48 minutes 01 seconds East, 128.02 feet; thence South 20 degrees 08 minutes 51 seconds East, 50.91 feet; thence South 01 degrees 48 minutes 49 seconds East, parallel with said West line, 282.13 feet; and thence South 88 degrees 12 minutes 09 seconds West, along an existing fence, 361.37 feet to the Point of Beginning; ALSO EXCEPTING Commencing at the Southwest corner of the Southwest Quarter of Section 23, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, thence North along the West line of said Southwest Quarter to the westerly extension of the South line of Lot 172 to the Point of Beginning, thence due East to a point on the East line of the now vacated Park Street; then northerly along the East line of Park Street to its intersection with the South line of now vacated Shaft Street; thence East to the Northeast corner of Lot 166 in Block 11 in Cardiff Coal Company Subdivision; thence South along Lot 166 to a line extended to the middle of the now vacated alley in Block 11, thence East to the Westerly Right-of Way of the former Norfolk and Western Railroad in Section 23; thence Southwesterly along the former Norfolk and Western Railroad Right-of-Way to the North line of a Tract of 1 ½ acres located in the Southwest corner of the Southwest Quarter, lying North and West of the Westerly Right-of-Way of the former Norfolk and Western Railroad; thence West to the East line of the Southwest Quarter; thence North along the East line of the Southwest Quarter to the Point of Beginning. AND

That part of the East Half of the Southwest Quarter of Section 23, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, lying West and North of the Westerly Right-of Way of the former Norfolk and Western Railroad.

PIN: 06-06-23-301-004: Farm Land: 56.25 acres, more or less.

**Common Address: Round Grove Township: Dwight, Illinois 60420** 

#### Tract 4:

C

That part of the West Half of the Southwest Quarter of Section 23, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at a point on the West line of said West Half of the Southwest Quarter, which point is 1218.82 feet North from the Southwest corner of said West Half of the Southwest Quarter, said point being the point of beginning for this tract of land, and running; thence North 01 degrees 48 minutes 49 seconds West, along said West line, 1331.41 feet to a point 105 feet South from the Northwest corner of said Southwest Quarter; thence North 88 degrees 11 minutes 12 seconds East, 46.00 feet; thence South 21 degrees 38 minutes 14 seconds East, 84.12 feet; thence South 31 degrees 44 minutes 05 seconds East, 258.36 feet; thence South 15 degrees 41 minutes 52 seconds East, 39.32 feet; thence South 00 degrees 05 minutes 49 seconds East, 340.53 feet; thence South 05 degrees 48 minutes 01 seconds East, 128.02 feet; thence South 20 degrees 08 minutes 51 seconds East, 50.91 feet; thence South 01 degrees 48 minutes 49 seconds East, parallel with said West line, 282.13 feet; and thence South 88 degrees 12 minutes 09 seconds West, along an existing fence, 361.37 feet to the point of beginning, containing 7.10 acres, more or less.

PIN: 06-06-23-301-005: Farm Land: 7.10 acres, more or less.

**Common Address: Round Grove Township: Dwight, Illinois 60420** 

The land described herein contains a total of 286.07 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 04/13/2020 10:43:11AM KRISTY A MASCHING **COUNTY CLERK & RECORDER** REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC \$\$\$<sup>3</sup> c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

# **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2020 ("Effective Date"), by and between Justin D. Seabert, also known as Justin Seabert and Anya B. Seabert, husband and wife, whose address is 28279 North 3100 East Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

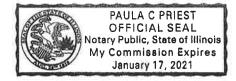
Justin D. Seabert, also known as Justin Seabert

Anya B. Seabert

#### ACKNOWLEDGMENT

STATE OF ILLINOIS 101. COUNTY OF This instrument was acknowledged before me this by day of Justin D. Seabert, also known as Justin Seabert [SEAL] Notary Public for the State of Illinois Jai My commission expires: 01

Commission No.:\_



Notary Public, State of Illinois My Commission Expires January 17, 2021

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#### ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF 20 by This instrument was acknowledged before me this day of Anya B. Seabert Notary Public for the State [SEAL] f Illinois My commission expires: OZ PAULA C PRIEST OFFICIAL SEAL

Illinois - Memorandum of Option for Easement 2-15-17

## "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: asmusser Name: Title:

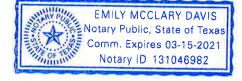
# CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF HATTIS

The foregoing instrument was acknowledged before me this 20 day of Manch 2020 by Dialce Kasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of TOXAD My commission expires: 3-15-202 Commission No.: 131046983-

[SEAL]



Illinois - Memorandum of Option for Easement 2-15-17

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

The Northwest Quarter of the Northwest Quarter of Section 10, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, excepting from said Northwest Quarter of the Northwest Quarter the following: beginning at the Northeast corner of said Northwest Quarter, 250.00 feet; thence South, parallel with the East line of said Northwest Quarter of the Northwest Quarter, 745.00 feet; thence East, parallel with said North line, 210.00 feet; thence South, parallel with said North line, 210.00 feet; thence South, parallel with said South line, 40.00 feet to the Southeast corner of said Northwest Quarter; and thence North, along said East line, 1327.50 feet to the point of beginning, and also excepting therefrom that part of said Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter.

#### PIN: 06-06-10-100-014: Farm Land: 33.49 acres, more or less.

#### **Common Address: Round Grove Township.**

#### Tract 2:

The North Half (N  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Thirty (30) Township Thirty (30) North, Range Eight (8) East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, containing 80 acres, more or less.

#### PIN: 06-06-30-200-001: Farm Land: 80 acres, more or less.

#### **Common Address: Round Grove Township.**

#### Tract 3:

The East 64 acres of the Southeast Quarter (SE 1/4) of Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, in Round Grove Township, Livingston County, Illinois, except that part of the Southeast 1/4 of Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at a point on the East line of said Southeast 1/4, which point is 963.00 feet South from the Northeast corner of said Southeast 1/4, said point being the point of beginning for this tract of land, and running; thence South 00 degrees 05 minutes 46 seconds West, along said East line of the Southeast 1/4, 204.00 feet; thence North 87 degrees 15 minutes 04 Seconds West, 407.00 feet; thence North 02 degrees 03 minutes 45 seconds East, 203.80 feet; and thence South 87 degrees 15 minutes 04 seconds East, 400.00 feet, to the point of beginning 1.89 acres, more or less.

PIN: 06-06-30-400-048: Farm Land: 62.11 acres, more or less.

Common Address: Round Grove Township: 28279 North 3100 East Road, Dwight, Illinois 60420.

The land described herein contains a total of 175.6 acres, more or less.

Illinois - Memorandum of Option for Easement 2-15-17

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 03/10/2021 10:38:06AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

## (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of <u>EDMANN</u>, 2021 ("Effective Date"), by and between Justin D. Seabert, also known as Justin Seabert and Anya B. Seabert, husband and wife, whose address is 28279 North 3100 East Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

ustin D. Seabert, also known as Justin Seabert

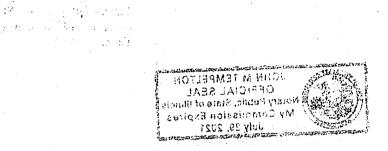
Anya B. Seabert

## ACKNOWLEDGMENT

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STATE OF ILLINOIS § COUNTY OF Livingstern §	
This instrument was acknowledged before me this Justin D. Seabert, also known as Justin Seabert	21 day of Jewery , 20 21 by
Justin D. Seabert, also known as Justin Seabert	
[SEAL]	Notary Public for the State of Illinois My commission expires: 7-29-21 Commission No.: 914155
JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires July 29, 2021	
ACKNOW	LEDGMENT
STATE OF ILLINOIS §	
COUNTY OF Livingstor	
This instrument was acknowledged before me this Anya B. Seabert	<u></u> day of <u></u> , 20 <u>2(</u> by
	(E)
[SEAL]	Notary Public for the State of Illinois My commission expires: 7.29-21 Commission No.: 914155
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My Commission Expires

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"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

Bv

Name: Blake RasmussenTitle: Authorized Signatory

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u> §

The foregoing instrument was acknowledged before me this day of February, 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

EMILY MCCLARY DAVIS Notary Public, State of Texas Comm. Expires 03-15-2021 Notary ID 131046982

Notary Public for the State of TE AS

My commission expires:<u>3-15-2021</u> Commission No.:<u>131046982</u>

# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

The South ½ of the East 120 acres of the Northeast ¼ of Section 9 in Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois.

PIN: 06-06-09-200-013: Farm Land: 60 acres, more or less.

Common Address: Round Grove Township.

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/03/2020 02:05:09PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

# **MEMORANDUM OF OPTION AND EASEMENT**

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PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

#### **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2019 ("Effective Date"), by and between Severson Family LLC, by Sheila Severson, also known as, Sheila R. Severson, Manager, whose address is 28370 East 2600 North Road, Emington, Illinois 60934 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Severson Family LLC

Sheila Severson, also known as, Sheila R. Severson, Manager

#### ACKNOWLEDGMENT

STATE OF ILLINOIS § SCOUNTY OF Livingston §

This instrument was acknowledged before me this Sheila Severson, also known as, Sheila R. Severso	s <u>412</u>	day of	Accombr erson Family	, 2019 by
Sheha Severson, also known as, Sheha K. Severs		iger of sev		
[SEAL]		ublic for th	ne State of Illin	nois 4-12-20
1		ion No.:		00
JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires April 12, 2020				

#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By asmussen Name Title: A

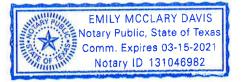
# CORPORATE ACKNOWLEDGMENT

STATE OF § § § COUNTY OF HAMS

The foregoing instrument was acknowledged before me this 2 day of 2019, by Black Raspussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

Notary Public for the State of Texas My commission expires: 3-15-2021 Commission No.: 1310416-182



### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

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The West Half of the Northwest Quarter of Section 27, Township 30 North, Range 8 East of the Third Principal Meridian, located in Round Grove Township, Livingston County, Illinois.

PIN: 06-06-27-100-002: Farm Land: 80 acres, more or less.

Common Address: 3300 East Road and 2900 North Road, Campus, Illinois: Round Grove Township

## Tract 2:

The East 161.88 acres of the North One-Half (N 1/2) of Section Six (6), also referred to as the Northeast One-Quarter (NE 1/4) of said Section Six (6), all in Township Twenty-nine (29) North, Range Eight (8) East of the Third Principal Meridian, all in Broughton Township, Livingston County, Illinois, excepting therefrom the following described parcel, to-wit:

That part of the Northeast Quarter (NE 1/4) of Section Six (6), Township 29 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at a point on the North Line of said Northeast Quarter which point is 1344.7 feet West of the Northeast Corner of said Northeast Quarter, and running thence South perpendicular to said North Line 660 feet; thence West parallel with said North Line 330 feet; thence North 660 feet to said North Line; and thence East along said North Line 330 feet to the point of beginning and containing five (5) acres.

PIN: 12-12-06-200-003: Farm Land: 156.88 acres, more or less.

#### Common Address: 2700 North Road and 3100 East Road, Broughton Township



The Northeast Quarter of Section 9, Township 29 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 12-12-09-200-001: Farm Land: 160 acres, more or less.

Common Address: 2600 North Road and 3100 East Road, Broughton Township

The land described herein contains a total of 396.88 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/22/2020 12:15:42PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

## **MEMORANDUM OF OPTION**

## **AND EASEMENT**

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PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

## **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2019 ("Effective Date"), by and between Evan P. Severson, whose address is 1413 Railson Drive, Gibson City, Illinois 60936 (together with his successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement to gether with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

P Sevensor

Evan P. Severson

#### ACKNOWLEDGMENT

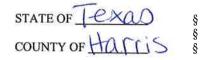
STATE OF ILLINOIS § COUNTY OF Livingstein §	
This instrument was acknowledged before me this Evan P. Severson	day of, 2019 by
[SEAL]	Notary Public for the State of Illinois My commission expires: 4-12-20 Commission No.: 892 9ec
JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires April 12, 2020	

#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: K asmussen Name Title: ithorized gnaton

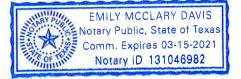
## CORPORATE ACKNOWLEDGMENT



The foregoing instrument was acknowledged before me this 3 day of <u>January</u> 20, 20, by <u>Blake</u> <u>Rasmussen</u>, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of My commission expires: 3-15-5001 Commission No.: 30446982

[SEAL]



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#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

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The East 40 acres of the North 76 acres of the Northeast Quarter of Section 21, Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois.

PIN: 06-06-21-200-007: Farm Land: 40 acres, more or less.

**Common Address: Round Grove Township** 



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/06/2020 12:59:43PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 6

# MEMORANDUM OF OPTION

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## AND EASEMENT

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

#### **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2019 ("Effective Date"), by and between Scott C. Severson, also known as, Scott Severson and Alexandria H. Severson, husband and wife, whose address is 28464 East 3300 North Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Scott C. Severson

Alexandria H. Severson

## ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Livingston

This instrument was acknowledged before me this <u>28</u> day of <u>October</u>, 2019 by <u>Scott C. Severson</u>

[SEAL]

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1	OFFICIAL SEAL
t υ	AURIE A. TURNER
NOTARY	PUBLIC, STATE OF ILLINOIS
MY COM	MISSION EXPIRES SEP. 13, 2023

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Laurie	a Durner
Interv Public for t	he State of Illinois

Notary Public for the State of Illinois My commission expires: <u>9/13/23</u> Commission No.:\_\_\_\_\_

## ACKNOWLEDGMENT

	FILLINOIS § OF <u>Livings</u> ton §	
This inst Alexand	trument was acknowledged before me this dria H. Severson	s <u>28</u> day of <u>Octo ber</u> , 2019 by
[SEAL]	OFFICIAL SEAL LAURIE A. TURNER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES SEP. 13, 2023	Rauria Jurnen Notary Public for the State of Illinois My commission expires: 9/13/23 Commission No.:

"DEVELOPER"

Illinois Generation LLC, a Belaware limited liability company By: Basmussen 10 Name thoumod Sia Title: nato

## CORPORATE ACKNOWLEDGMENT

STATE OF § § § 8 COUNTY OF

The foregoing instrument was acknowledged before me this 10 day of DECEMDEC 20 9, by Blake Basmuslen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

aru Notary Public for the State of

My commission expires: 3-15-2021 Commission No.: [31046982

xas

[SEAL]



## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

All that portion of the South Half of Section 27, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, lying Easterly of the railroad right-of-way, excepting therefrom the East 80 acres thereof, all in Round Grove Township, Livingston County, Illinois.

PIN: 06-06-27-400-003: Farm Land: 64.86 acres, more or less.

**Common Address: Round Grove Township** 

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 10/20/2020 02:48:00PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2020 ("Effective Date"), by and between Clifford C. Steichen and Dorlene H. Steichen, husband and wife, whose address is 108 Scott Drive, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

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ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

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Clifford C. Steichen

Dorlene H. Steichen

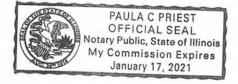
### ACKNOWLEDGMENT

STATE OF ILLINOIS 00 00 00 COUNTY OF 260 TO by This instrument was acknowledged before me this Clifford C. Steichen

[SEAL]

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Notary Public for the State of Illinois My commission expires: L Commission No.: 90762 117 2021 Commission No.:\_\_\_\_



STATE OF ILLINOIS COUNTY OF

This instrument was acknowledged before me this Dorlene H. Steichen

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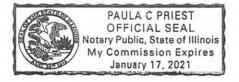
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[SEAL]

Notary Public for the State of Ulinois

My commission expires: 1112021 Commission No.: 907627



"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By:

Name<u>: Blake Rasmussen</u> Title: Authorized Signatory

## CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

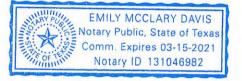
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this  $\frac{1}{2}$  day of <u>October</u> 20<u>20</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

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[SEAL]

Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>



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#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

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The East Half of the South Half of the Northeast Quarter of Section 21, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-21-200-005: Farm Land: 40 acres, more or less.

**Common Address: Round Grove Township.** 

Tract 2:

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The East One-Half (E ½) of the Northeast One-Quarter (NE ¼) of Section Twenty-Eight (28), Township Thirty (30) North, Range Eight (8) East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-28-200-002: Farm Land: 80 acres, more or less.

**Common Address: Round Grove Township** 

The land described herein contains a total of 120 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/20/2021 01:21:07PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 6

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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Illinois Generation LLC c/o Land Dept. 1201 Louisiana St. Suite 3200 Houston, TX 77002

## (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of January 3, 20,21 ("Effective Date"), by and between T & J Wilson, LLC, an Illinois limited liability company, by Trudy Lynn Wilson, Member and Joan Ann Wilson Rimer, Member, whose address is Post Office Box 1423, Odesa, Texas 79760 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement:

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" T & J Wilson, LLC, an Illinois limited liability company

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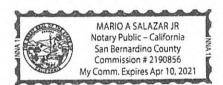
Trudy Lynn Wilson, Member

CALIFORNIA ACKNOWLEDGMENT

CIVIL	CODE	§ 1189
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State of California County of <u>SAN</u> BL	ERNARDURD		}				
On <u>NOVEMBER</u> Do	20 + 12020	_ before me,	Mario	A Here	SALA 2002 e Insert Name o	(Norany and Title of th	PUBLIC) e Officer
personally appeared	d TRUDY	LYNN	WILSO Name	N -	f Signer(\$)		

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

My Comm. Expires Apr 10, 2021	Signature
Place Notary Seal and/or Stamp Above	Signature of Notary Public
	IONAL
	deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document: MEMORAN DUM	OF OPTION AND EASEMENTS
	Number of Pages: <u>/</u>
Signer(s) Other Than Named Above: _ N A	
Capacity(ies) Claimed by Signer(s)	/
Signer's Name:	Signer's Name:
Corporate Officer – Title(s);	Corporate Officer – Title(s):
□ Partner – □ Limited □ General	Partner – Limited General
□ Individual □ Attorney in Fact	□ Individual □ Attorney in Fact
Trustee     Guardian or Conservator	Trustee     Guardian or Conservator
□ Other:	□ Other:
Signer is Representing:	Signer is Representing:

©2018 National Notary Association

"OWNER"

T & J Wilson, LLC, an Illinois limited liability company

By: Joan Ann Wilson Rimer, Member

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### ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF <u>Ector</u>

This instrument was acknowledged before me this <u>16</u> day of <u>November</u>, 20<u>30</u> by Joan Ann Wilson Rimer, as Member of T & J Wilson, LLC, an Illinois limited liability company.

[SEAL]

6

Notary Public for the State of <del>Illinois</del> Tetus 28 My commission expires: <u>8-6-2024</u> Commission No.: <u>128935340</u>



"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By:

Name: <u>Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

## CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u> §

The foregoing instrument was acknowledged before me this 💋 day of January, 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

Notary Public for the State of DEXAS

My commission expires: 3-15-2021Commission No.: 131046982



#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

## Tract 1:

The Southwest Quarter and the South 40 acres of the Northwest Quarter of Section 15, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT that part conveyed to the State of Illinois by Deed recorded April 14, 1995 as Document Number 476360. ALSO EXCEPT: That part of the Southwest Quarter of Section 15, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at a point on the South line of said Southwest Quarter, which point is 886.00 feet East from the Southwest Corner of said Southwest Quarter and running; thence North 01 degrees 18 minutes 41 seconds West, perpendicular to said South line, 515.00 feet; thence North 89 degrees 40 minutes 54 seconds East, 593.09 feet; thence South 01 degrees 18 minutes 41 seconds East, perpendicular to said South line, 504.72 feet to said South line and thence South 88 degrees 41 minutes 19 seconds West, along said South line, 593.00 feet to the Point of Beginning.

#### PIN: 05-05-15-300-002: Farm Land: 188.78 acres, more or less.

### Common Address: Dwight Township: Dwight, Illinois 60420.

## <u> <u> Tract 2:</u> </u>

The Southeast Quarter of Section 15, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT Beginning at the Southwest Corner of said Southeast Quarter and running thence North 00 degrees 12 minutes 34 seconds West along the West line of said Southeast Quarter 337 feet, thence North 89 degrees 41 minutes 15 seconds East 212 feet, thence North 01 degrees 14 minutes 49 seconds East 134 feet, thence North 89 degrees 58 minutes 41 seconds East parallel with the South line of said Southeast Quarter 240.59 feet, thence South 00 degrees 12 minutes 34 seconds East parallel with said West line 472.09 feet to said South line, and thence South 89 degrees 58 minutes 41 seconds West along said South line 456 feet to the point of beginning, containing 4.28 acres of land more or less.

PIN: 05-05-15-400-003: Farm Land: 155.72 acres, more or less.

#### **Common Address: Dwight Township.**

The land described herein contains a total of 344.50 acres, more or less.

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 07/09/2020 01:53:15PM KRISTY A MASCHING **COUNTY CLERK & RECORDER REC FEE:** 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

163

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

6

#### (Space above this line for Recorder's use only)

#### **MEMORANDUM OF OPTION AND EASEMENT**

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" mustel

ohn J. Rieke, as Co-Trustee of The Abe Rieke Trust

Molly Turner, as Co-Trustee of The Abe Rieke Trust

## ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF LIVINGSTON §

This instrument was acknowledged before me this 12 day of  $\underline{)}$  day of  $\underline{)}$  by John J. Rieke, as Co-Trustee of The Abe Rieke Trust

[SEAL]

Notary Public for the State of Illinois, My commission expires: 03/03/2024 Commission No.: 108987



#### ACKNOWLEDGMENT

STATE OF ILLINOIS STOR SCOUNTY OF LIVINGSTON S

This instrument was acknowledged before me this 12 day of 12, 2020 by Molly Turner, as Co-Trustee of The Abe Rieke Trust

[SEAL]

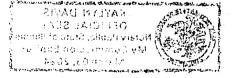
Public for the State of Illinois Notary 2024 My commission expires: 0 Commission No.: 90898



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"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: 205 asmusser Name: nator Title:

## CORPORATE ACKNOWLEDGMENT

STATE OF TEXA 50 00 00 COUNTY OF HEUR

The foregoing instrument was acknowledged before me this  $\underline{30}$  day of  $\underline{50}$  and  $\underline{20}$  by  $\underline{31}$  and  $\underline{20}$  and  $\underline{20}$ 

[SEAL]

Notary Public for the State of \_\_\_\_\_\_ My commission expires: <u>3-1'S-2021</u> Commission No.: \_\_\_\_31D410989



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EANLY MCCLARY DAVIS Hotary Public, State of Texas Former, Papine, Express 03-15-2021 Hotary 1D 131049982

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

The East Half of the following described real estate: The East Half of the Northwest Quarter of Section 8 in Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois, EXCEPT 3.716 acres, more or less, which were conveyed to the State of Illinois, Department of Transportation, by Warranty Deed dated December 23, 1971 and recorded February 25, 1972, in Book 327 at page 543 as Document Number 344797.

PIN: 06-06-08-100-006: Farm Land: 40 acres, more or less.

**Common Address: Round Grove Township** 

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 07/09/2020 01:53:16PM KRISTY A MASCHING **COUNTY CLERK & RECORDER** REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 5.00 DOC STOR FEE: PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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#### (Space above this line for Recorder's use only)

#### **MEMORANDUM OF OPTION AND EASEMENT**

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

In J. Rieke, as Co-Trustee of The Lucy Rieke Trust

Molly Turner, as Co-Trustee of The Lucy Rieke Trust

#### ACKNOWLEDGMENT

STATE OF ILLINOIS § § COUNTY OF LIVINGSTON 8 20 20 by This instrument was acknowledged before me this JE. 0 day of John J. Rieke, as Co-Trustee of The Lucy Rieke Trust [SEAL] Notary Public for the State of Illinois

My commission expires: Commission No.: 408 3 2020 D



ACKNOWLEDGMENT

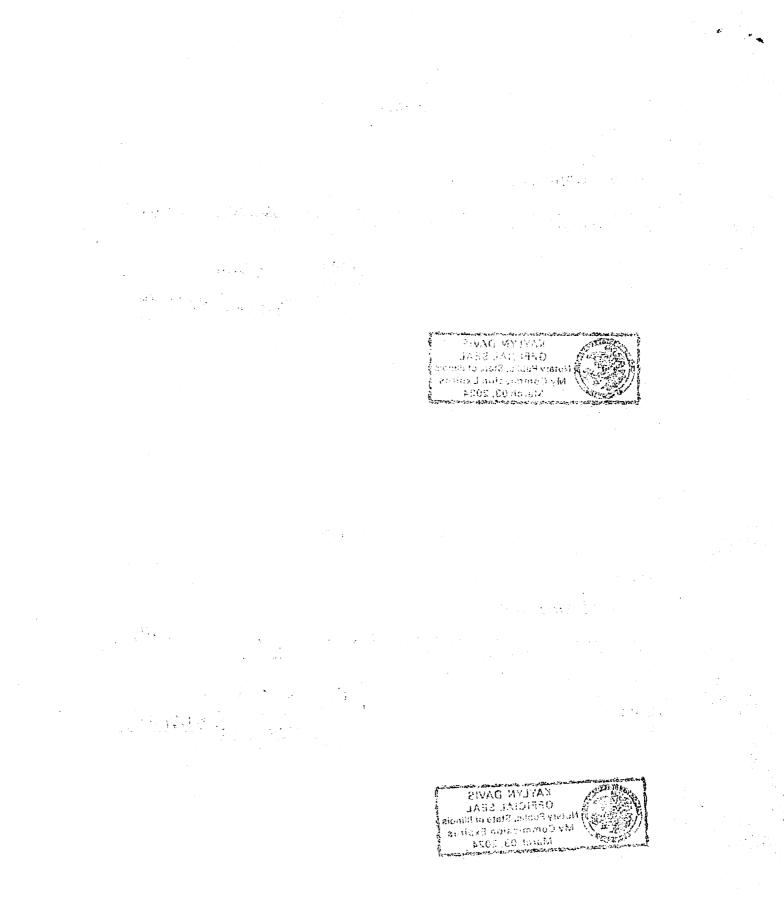
STATE OF ILLINOIS § § COUNTY OF LIVINGSTON

20 20 by This instrument was acknowledged before me this \_ d day of Molly Turner, as Co-Trustee of The Lucy Rieke Trust

[SEAL]

Notary Public for the State of Illinois 2024 My commission expires: O Commission No.: 4089 03

KAYLYN DAVIS OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires March 03, 2024



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#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: asmusser 0 Name: DNY Title:

## CORPORATE ACKNOWLEDGMENT

STATE OF LEXAS con con con COUNTY OF HAUTIS

The foregoing instrument was acknowledged before me this BOday of JUNO 2020 by BLOULE KASMUSSEN, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

Notary Public for the State of \_\_\_\_\_\_\_\_ My commission expires: <u>3-5-2021</u> Commission No.: <u>3046982</u>



## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

1 1

The East Half of the West Half of the Southwest Quarter of Section 8 in Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois.

PIN: 06-06-08-300-003: Farm Land: 40 acres, more or less.

**Common Address: Round Grove Township** 

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 07/09/2020 01:53:17PM KRISTY A MASCHING **COUNTY CLERK & RECORDER REC FEE:** 17.00RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: 96

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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#### (Space above this line for Recorder's use only)

#### **MEMORANDUM OF OPTION AND EASEMENT**

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER' Corrustee

Rieke, as Co-Trustee of The Nellie Rieke Trust

Molly Turner, as Co-Trustee of The Nellie Rieke Trust

## ACKNOWLEDGMENT

STATE OF ILLINOIS § \$ 8 WINGSTO COUNTY OF 20 20 by This instrument was acknowledged before me this 2 day of E John J. Rieke, as Co-Trustee of The Nellie Rieke Trust [SEAL] Notary Public for the State of Illinois 2024 03



My commission expires: Commission No.: U

ACKNOWLEDGMENT

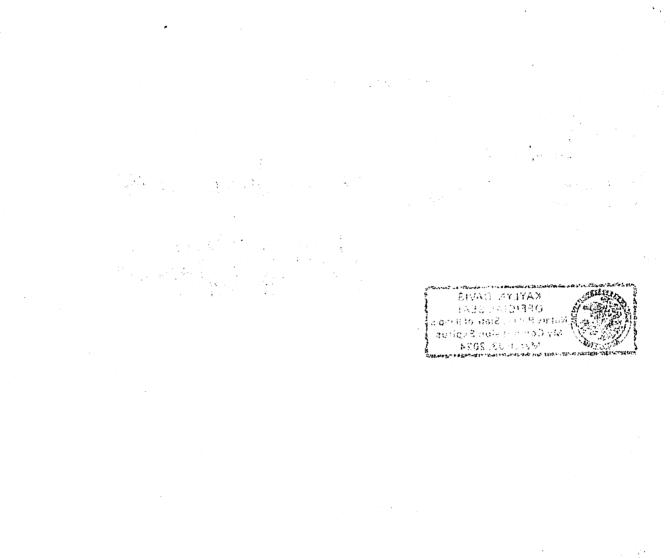
STATE OF ILLINOIS § \$ 50 COUNTY OF LIVINGSTON

This instrument was acknowledged before me this \_ 12 20 20\_ by day of N Molly Turner, as Co-Trustee of The Nellie Rieke Trust

[SEAL]

Notary Public for the State of Illinois 2022 My commission expires: Commission No.: 40





RIVAR RAYLYN DAVIS OFFICIAL SEAL New Post Pusta State of Junois

OFFICIAL SEAL Houry Public, State of Illinois IAV Commission Exampsion March 03, 2024

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#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: P asm Name: 101 Title:

## CORPORATE ACKNOWLEDGMENT

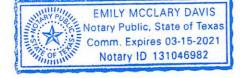
STATE OF 00 00 00 COUNTY OF

The foregoing instrument was acknowledged before me this  $\underline{B}$  day of  $\underline{20}$ , by  $\underline{50}$  and  $\underline{20}$ , as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

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Notary Public for the State of 00000 My commission expires: 3-15-2034 Commission No.: 31046983





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## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

The West Half of the following described real estate: The East Half of the Northwest Quarter of Section 8 in Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois, EXCEPT 3.716 acres, more or less, which were conveyed to the State of Illinois, Department of Transportation, by Warranty Deed dated December 23, 1971 and recorded February 25, 1972, in Book 327 at page 543 as Document Number 344797.

PIN: 06-06-08-100-005: Farm Land: 40 acres, more or less.

**Common Address: Round Grove Township** 

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/03/2020 02:05:13PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

## MEMORANDUM OF OPTION AND EASEMENT

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PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: 463

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

## MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of DCCMDC 20, 2019 ("Effective Date"), by and between Greg Bednarik, as Successor Trustee of The Residuary Trust, under the Last Will and Testament of Virginia J. Bednarik, dated October 6, 2011, whose address is Post Office Box 334, Crowell, Texas 79227 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

## WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property"):

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof,

1

on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

The Residuary Trust, under the Last Will and Testament of Virginia J. Bednarik, dated October 6, 2011

work Just I water Greg Bednarik, as Successor Trustee,

§ § §

#### ACKNOWLEDGMENT

STATE OF <u>Texas</u> COUNTY OF <u>FOOR</u>

This instrument was acknowledged before me this <u>ZZ</u> day of <u>NOVersber</u>, 2019 by <u>Greg Bednarik, as Successor Trustee of The Residuary Trust, under the Last Will and Testament of</u> <u>Virginia J. Bednarik, dated October 6, 2011</u>

Notary Public for the State of TCXQSMy commission expires: 8-29-22Commission No.: 129939389



[SEAL]

2

# UNOFFICIAL COPY

## "DEVELOPER"

Illínois Generation LLC, a Delaware limited liability company

By: take Rasmussen Name: Si Title: Authonzed

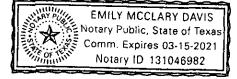
## CORPORATE ACKNOWLEDGMENT

STATE OF TOXAS COUNTY OF HAMIS

The foregoing instrument was acknowledged before me this <u>23</u> day of <u>December</u> 20<u>19</u>, by <u>Blace Rasmussen</u>, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of TOXAD My commission expires: 3-15-2021 Commission No.: 31041983

[SEAL]



## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

## / Tract 1:

The East 1/2 of the Southwest 1/4 of Section 24, Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois.

PIN: 06-06-24-300-002: Farm Land: 80 acres, more or less.

**Common Address: Round Grove Township** 

## <u> Tract 2:</u>

The Southeast 1/4 of Section 25, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois; Excepting that part conveyed for road purposes by Instrument recorded as Document No. 430624.

PIN: 06-06-25-400-001: Farm Land: 159.89 acres, more or less.

## **Common Address: Round Grove Township**

## <u>Tract 3:</u>

That portion of the South 1/2 of the Northwest 1/4 of Section 34, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, lying North of the center line of the drainage ditch crossing said parcel in a Northwesterly-Southeasterly direction.

PIN: 06-06-34-100-007: Farm Land: 16 acres, more or less.

Common Address: Round Grove Township

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# ( <u>Tract 4</u>;

The South 1/2 of the Northwest 1/4 of Section 34, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, except that portion of said premises lying North of the center line of the drainage ditch crossing said parcel in a Northwesterly-Southeasterly direction.

PIN: 06-06-34-100-008: Farm Land: 64 acres, more or less.

Common Address: Round Grove Township

# Tract 5

The Northeast 1/4 of Section 34, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois.

PIN: 06-06-34-200-001: Farm Land: 160 acres, more or less.

**Common Address: Round Grove Township** 

The land described herein contains a total of 479.89 acres, more or less.

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PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002 COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 05/28/2020 10:41:28AM KRISTY A MASCHING **COUNTY CLERK & RECORDER** REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

## MEMORANDUM OF OPTION AND EASEMENT

(Space above this line for Recorder's use only)

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2020 ("Effective Date"), by and between Mark S. Riber and Jane Riber, husband and wife, whose address is 309 West Chippewa Street, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

## WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Mark S. Riber

Jane Riber

## ACKNOWLEDGMENT

STATE OF ILLINOIS §			
COUNTY OF <u>LIVINGSTON</u>		2	
This instrument was acknowledged	before me this $35^{15}$	_ day of _ Upril	2020 <del>2019</del> by
Mark S. Riber			
[SEAL] MARCIA A I NOTARY MARCIA A I	DRACH My comm	ublic for the State of Illinois nission expires: <u>3-36-21</u> ion No.: <u>438705</u>	
PUBLIC STATE OF ILLINOIS March 26, 2			

#### ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF <u>LIVINGST</u>ON

This instrument was acknowledged before me this \_ Jane Riber

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2020 day of 2019 by

[SEAL]



Notary Public for the State of Illinois My commission expires: <u>3-26-21</u> Commission No.: <u>438706</u>

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#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: Rasmusser 20 Name Title: DVIZED

## CORPORATE ACKNOWLEDGMENT

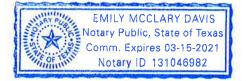
STATE OF § § § COUNTY OF

The foregoing instrument was acknowledged before me this day of <u>Mau</u> 20 <u>a</u> by <u>Blatte</u> <u>Rasmussen</u>, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of

My commission expires: 3-15-202 Commission No.: 310416982

[SEAL]



## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

The South Half (1/2) of the South Half (1/2) of the Northeast Quarter (1/4) of Section Twenty (20), Township Thirty (30) North, Range Eight (8) East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-20-200-003: Farm Land: 40 acres, more or less.

**Common Address: Round Grove Township** 

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 07/09/2020 01:53:14PM KRISTY A MASCHING **COUNTY CLERK & RECORDER REC FEE:** 17.00RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

363

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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#### (Space above this line for Recorder's use only)

#### **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of JUNE 3000, 2020 ("Effective Date"), by and between John J. Rieke and Molly A. Turner, husband and wife, whose address is 29387 East 2900 North Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

The parties desire to enter into this Memorandum of Option and Easement which is to be D. recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER

QUELAN A John J. Rieke

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## ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF LIVINGSTON §

This instrument was acknowledged before me this _	12	day of	Leve	, 20 <u>20</u> by
John J. Rieke				
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[SEAL]

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Notary Public for the State of Illinois 12024

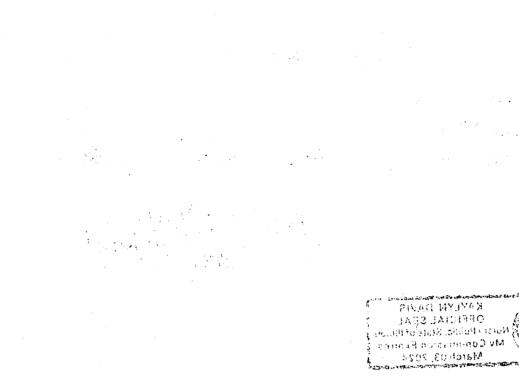
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My commission expires: 03/03/0024 Commission No.: 108/18/1



ACKNOWLEDGMENT

STATE OF ILLINOIS § \$ 50 COUNTY OF LIVINGSTON This instrument was acknowledged before me this 10 20 by day of Molly A. Turner [SEAL] Notary Public for the State of Illinois 2024 My commission expires: Commission No.: DS 13 KAYLYN DAVIS OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires March 03, 2024



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KAYLYN OAVIS KAYLYN OAVIS O FFLIAL SEA Notary Public, Sista of fidious My Commission Fikures March 04, 2024 يناشد والأز والثابه

#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: Ve Rasmusser a Name: Title: onz

## CORPORATE ACKNOWLEDGMENT

STATE OF con con con COUNTY OF Ha

The foregoing instrument was acknowledged before me this <u>30</u> day of <u>JUNE</u> <u>20</u> <u>20</u> by <u>BLALLE</u> <u>RASMUMER</u>, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



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Notary Public for the State of \_\_\_\_\_\_ My commission expires: 3-15-2-03-1 Commission No.:\_\_\_\_\_\_\_\_

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EMILY MOCLARY DAVIS Selection Public, State of Texas Comm. Explore 03-16-2021 Notary 10, 1310-16902

## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

## Tract 1:

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The West Half of the Northwest Quarter of Section 8 in Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois, EXCEPT 3.716 acres, more or less, which were conveyed to the State of Illinois, Department of Transportation, by Warranty Deed dated December 23, 1971 and recorded February 25, 1972, in Book 327 at page 543 as Document Number 344797.

PIN: 06-06-08-100-003: Farm Land: 78.10 acres, more or less.

#### **Common Address: Round Grove Township.**

## Tract 2:

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The West Half of the West Half of the Southwest Quarter of Section 8 in Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois.

PIN: 06-06-08-300-002: Farm Land: 40 acres, more or less.

Common Address: Round Grove Township.

The land described herein contains a total of 118.10 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 07/09/2020 01:53:13PM KRISTY A MASCHING **COUNTY CLERK & RECORDER REC FEE:** 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur

of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

John J. Rieke

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## ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF <u>LIVING ST</u>ON

This instrument was acknowledged before me this <u>12</u> day of <u>June</u>, 20<u>20</u> by <u>John J. Rieke</u>.

[SEAL]

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Notary Public for the State of Illinois

My commission expires: 03 03 2024 Commission No.: 10898



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"DEVELOPER"

## CORPORATE ACKNOWLEDGMENT

STATE OF 1- CKa 50 00 00 COUNTY OF HALP'S

Notary Public for the State of My commission expires:

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## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

## Tract 1:

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The South Half of the East Half of the Northeast Quarter of Section 1, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT beginning at a point on the East Line of said Northeast Quarter, which point is 2469.00 feet South from the Northeast Corner of said Northeast Quarter, and running; thence West, perpendicular to said East Line, 243.00 feet; thence South, parallel with said East Line, 283.00 feet; thence East 243.00 feet to said East Line; and thence North, along said East Line, 283.00 feet to the point of beginning, said exception containing 1.58 acres of land, more or less.

PIN: 05-05-01-200-006: Farm Land: 37.5 acres, more or less.

#### **Common Address: Dwight Township.**

#### Tract 2:

The South Half of the Northwest Quarter of Section 6, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

#### PIN: 06-06-06-100-003: Farm Land: 57.95 acres, more or less.

#### **Common Address: Round Grove Township.**

#### Tract 3:

The South one half of the following described real estate:

The Northwest Fractional Quarter of Section 7 in Township 30 North, Range 8 East of the Third Principal Meridian in Round Grove Township, Livingston County, Illinois, <u>except</u> a strip of land across the North portion of said premises containing 2.257 acres conveyed to the State of Illinois by deed dated February 28, 1972, and containing, after such exception, 93.173 acres, more or less.

PIN: 06-06-07-100-004: Farm Land: 46.5865 acres, more or less.

**Common Address: Round Grove Township.** 

The land described herein contains a total of 142.0365 acres, more or less.



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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 04/13/2020 10:43:10AM KRISTY A MASCHING COUNTY CLERK & RECORDER **REC FEE:** 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

## **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2020 ("Effective Date"), by and between Rink Agricultural and Investment Partnership, L.P., an Illinois limited partnership, represented by Robert J. Rink and Robert F. Rink, General Partners, whose address is 24332 Stripmine Road, Wilmington, Illinois 60481 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to

wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

#### "OWNER"

Rink Agricultural and Investment Partnership, L.P., an Illinois limited partnership

Robert J. Rink, General Partner

By:

Robert F. Rink, General Partner

#### ACKNOWLEDGMENT

STATE OF ILLINOIS ş ş ş COUNTY OF WILL 14 This instrument was acknowledged before me this \_ day of MoreH , 20 20 by Robert J. Rink as a General Partner of Rink Agricultural and Investment Partnership, L.P., an Illinois limited partnership [SEAL] Notary Public for the State of Illinois My commission expires: 4-12-2020 872900 Commission No.: JOHN M TEMPELTON OFFICIAL SEAL lotary Public, State of Illinois **My Commission Expires** April 12, 2020 **ACKNOWLEDGMENT** STATE OF ILLINOIS 8 8 8 COUNTY OF Will

14 This instrument was acknowledged before me this day of March , 20 👱 by Robert F. Rink as a General Partner of Rink Agricultural and Investment Partnership, L.P., an Illinois limited partnership Notary Public for the State of Illinois My commission expires: 4-12-20 [SEAL] My commission expires:\_ Commission No.:\_\_\_\_ 892900 JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires April 12, 2020

## "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By ser Name Title: tho

## **CORPORATE ACKNOWLEDGMENT**

STATE OF ş ş ş COUNTY OF

The foregoing instrument was acknowledged before me this 20 day of March 2020 by Black flymming, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of \_\_\_\_\_\_\_ My commission expires: <u>3</u> 15 2 9 1 Commission No.: \_\_\_\_\_\_\_

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

The East 200 acres of the South Half of Section 9, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois; EXCEPTING THEREFROM the North 417.12 feet of the South 757.68 feet of the East 450.93 feet thereof (lands of the Round Grove Township Cemetery) and also except the following: Beginning at a point on the South line of said Section 9, which point is 2243.47 feet West from the Southeast corner of said Section 9, and running thence North perpendicular to said South line, 568 feet; thence West, parallel with said South line, 290 feet; thence South perpendicular to said South line, 323 feet; thence East, parallel with said South line, 245 feet to the point of beginning, and also except the following: The East 450.93 feet of the East 200 acres of the South Half of Section 9, Township 30 North, Range 8 East of the Third Principal Meridian, except the South 757.68 feet thereof, in Livingston County, Illinois.

PIN: 06-06-09-300-003 and 06-06-09-400-009: Farm Land: 175.61 acres, more or less.

**Common Address: Round Grove Township.** 

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/07/2021 10:21:01AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: 8/63

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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(Space above this line for Recorder's use only)

### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of December 22, 2020 ("Effective Date"), by and between Roger J. Tambling, as Successor Trustee under a Declaration of Trust dated the 1st day of September, 1979, known as the Russell J. Tambling Living Trust, whose address is 310 West Mazon Avenue, Dwight, Illinois 60420 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property"):

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement:

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at

Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Roger J. Tambling, as Successor Trustee under a Declaration of Trust dated the 1st day of September, 1979, known as the Russell J. Tambling Living Trust

# ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF <u>COOK</u> § This instrument was acknowledged before me this <u>2310</u> day of <u>DOVOM DCF</u>, 20<u>20</u> by <u>Roger J. Tambling, as Successor Trustee under a Declaration of Trust dated the 1st day of September,</u> 1979, known as the Russell J. Tambling Living Trust [SEAL] Notary Public for the State of Illinois My commission expires: <u>07/27/21</u> Commission No.:

\*\*OFFICIAL SEAL\*\* CAROL ANN BELPEDIO Notary Public, State of Illinois My Commission Expires 03/28/2021

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"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

S

By

Name: Blake Rasmussen

Title: Authorized Signatory

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 22 day of <u>December</u>, 2020, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>

# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

### **DESCRIPTION OF THE PROPERTY**

# <u> { Tract 1:</u>

The West 60 acres of the North 80 acres of the West 120 acres of the Northwest Quarter of Section 9, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT the South 291.3 feet thereof, AND EXCEPT Commencing at the Northwest Corner of the Northwest Quarter, thence East 433.50 feet, thence South 61 feet to the point of beginning, thence East along South line of Illinois Route 17 444.87 feet thence South 411 feet, thence West 208.87 feet, thence North 37 feet, thence West 236 feet, thence North 374 feet to the point of beginning, ALSO EXCEPT that part heretofore conveyed to the Department of Transportation of the State of Illinois by Warranty Deeds recorded March 24, 1972 in Book 328 pages 186 and 188.

# Part of PIN 06-06-09-100-014: Farm Land.

# **Common Address: Round Grove Township.**

# <u> (Tract 2:</u>

A portion of the following described premises: The East 20 acres of the North 80 acres of the West 120 acres of the Northwest Quarter of Section 9; the East 40 acres of the Northwest Quarter of Section 9; the East 40 acres of the Northwest Quarter of Section 9; all in Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT a strip across the North part thereof conveyed to the Department of Transportation of the State of Illinois, which portion contains 48.733 acres lying North of a line running East and West through the North Half of the said Section 9, said line being 1409.6 feet North of the South line of said North Half of Section 9.

#### PIN: 06-06-09-200-005 and part of PIN 06-06-09-100-014: Farm Land.

#### **Common Address: Round Grove Township.**

### Tract 3:

The North 238.3 feet of the South 1409.6 feet of the East 20 acres of the North 80 acres of the West 120 acres of Section 9; The North 238.3 feet of the South 1409.6 feet of the East 40 acres of the Northwest Quarter of Section 9; The North 238.3 feet of the South 1409.6 feet of the West 40 acres of the Northeast Quarter of Section 9, all in Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

### Part of PIN: 06-06-09-100-014: Farm Land.

# Common Address: Round Grove Township.

### Tract 4:

The East Half of the Southeast Quarter of Section 3, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT that part heretofore conveyed for Railroad purposes by Deed dated July 19, 1870 and recorded in Book 78 page 407, AND EXCEPT that part heretofore conveyed to the Department of Transportation of the State of Illinois by Warranty Deed recorded August 24, 1978 as Document Number 380836, ALSO EXCEPT beginning 60 feet North of the Southwest corner of said East Half of the Southeast Quarter, thence North 624 feet, thence East 350 feet, thence South 624 feet, and thence West 350 feet to the point of beginning.

PIN: 06-06-03-400-012: Farm Land.

**Common Address: Round Grove Township.** 

The land described herein contains a total of 174.15 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 12/15/2020 10:05:15AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00RHSPS FEE: 9.00 GIS FEE: 20.00AUTO FEE: 12.00 DOC STOR FEE: 5.00PAGES: 6

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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Illinois Generation LLC U<sup>3</sup> c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

# MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2020 ("Effective Date"), by and between J. Marshall Sancken, whose address is 805 Carol Court, Pontiac, Illinois 61764 and Charles S. Sancken as trustee of the Marilyn M. Sancken Family Trust, whose address is 30312 East 2400 North Road, Emington, Illinois 60934 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at

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Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

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Marshall Sarcher

J. Marshall Sancken

# ACKNOWLEDGMENT

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STATE OF ILLINOIS 8 8 8 9 COUNTY OF Livingston 21st day of October, 20 20 by This instrument was acknowledged before me this J. Marshall Sancken Notary Public for the State of Illingis () My commission expires: 120/202 Commission No.: 823395 [SEAL] OFFICIAL SEAL ALICIA M CUNNINGHAM OTARY PUBLIC, STATE OF ILLINOIS WY COMMISSION EXPIRES 07/20/2023

"OWNER"

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Charles S. Sancken as trustee of the Marilyn M. Sancken Family Trust

# ACKNOWLEDGMENT

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STATE OF ILLINOIS

COUNTY OF Livingston

This instrument was acknowledged before me this <u>J</u> day of <u>Charles S. Sancken as trustee of the Marilyn M. Sancken Family Trust</u> , 20 **20** by day of October

Notary Public for the State of Illinois My commission expires: 1/20/30 Commission No.: 823395 2023

LICIA M CUNNINGHAM AL SEAL ALICIA M CUNNINGHAM NOTARY PUBLIC, STATE OF ILLINOIS NY COMMISSION EXPIRES 07/20/20/20

[SEAL]

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

§

By:

Name<u>: Blake Rasmussen</u>

Title: <u>Authorized Signatory</u>

# **CORPORATE ACKNOWLEDGMENT**

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

Otary Public for the State of <u>TEXAS</u> Ity commission expires:<u>3-15-2021</u>

Commission No.: 131046982

[SEAL]



# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

### Tract 1:

The West Half of the Southeast Quarter of Section 6, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT that part conveyed to the State of Illinois by Warranty Deed recorded March 6, 1972 as Document Number 345002, AND ALSO EXCEPT the West 361.50 feet of the South 431.50 feet thereof, and also except a fifty foot strip off the North end thereof used by the railroad.

PIN: 06-06-06-400-007: Farm Land: 73.33 acres, more or less.

**Common Address: Round Grove Township.** 

#### Tract 2:

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The South Half of the Northwest Quarter of Section 28, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-28-100-002: Farm Land: 80 acres, more or less.

**Common Address: Round Grove Township.** 

The land described herein contains a total of 153.33 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 10/20/2020 02:48:03PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

# PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

# (Space above this line for Recorder's use only)

# MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2020 ("Effective Date"), by and between Adam Seabert, also known as, Adam L. Seabert, whose address is 2212 SW 18<sup>th</sup> Street, Ankeny, Iowa 50023 (together with his successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

# WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Adam Seabert, also known as, Adam L. Seabert

# ACKNOWLEDGMENT

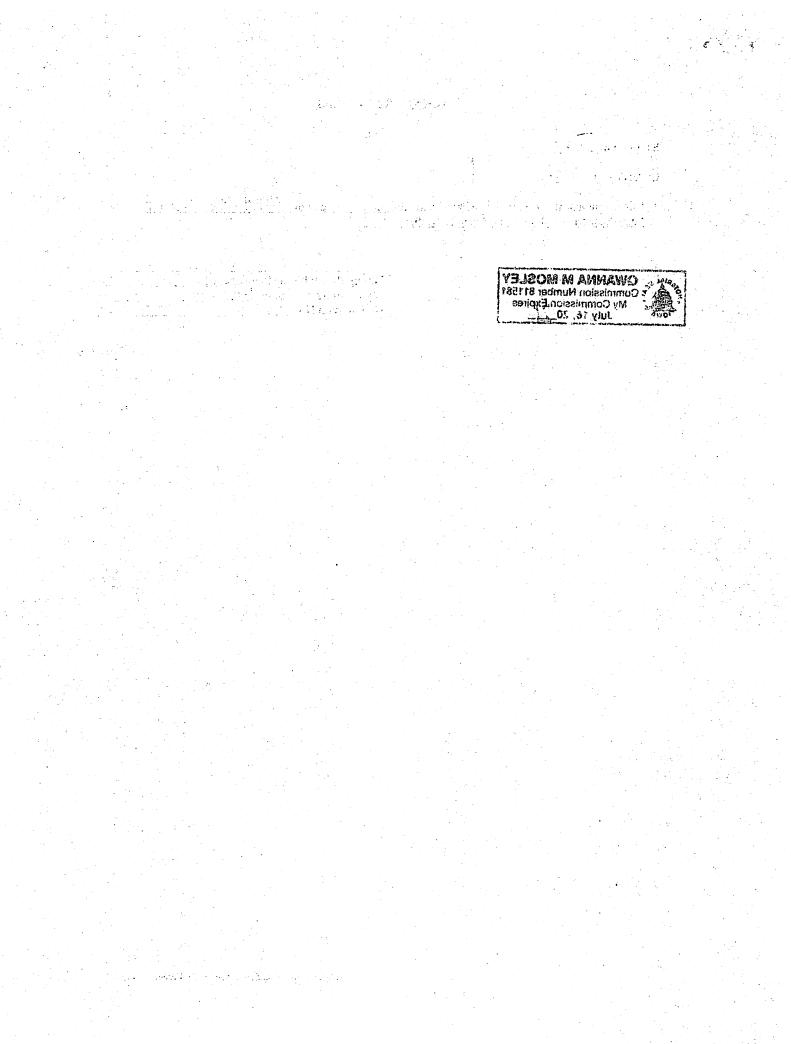
STATE OF JUNC COUNTY OF PIL

This instrument was acknowledged before me this 2187 Adam Seabert, also known as, Adam L. Seabert

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MALSE	QWANNA M MOSLEY
0 0 2	Commission Number 811581
	My Commission Expires
A DECK	July 16, 20

2187 day of Auptenber , 20 20 by
Dewan Masberg_
Notary Public for the State of Luca
My commission expires: <u>1-16-2021</u>
Commission No.: 811581



"DEVELOPER"

By:

Illinois Generation LLC, a Delaware limited liability company

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Name: Blake Rasmussen Title: <u>Authorized Signatory</u>

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this  $\frac{1}{2}$  day of <u>October 2020</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

Notary Public for the State of <u>TEXA</u> My commission expires:<u>3-15-2021</u> Commission No.:<u>131046982</u>



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> EMILY MCC, ARY DAVIS A Noter Public Store of Toxael Country Express 03-15-2021 SSG040181 CHYNAIOM

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# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

The West Ninety-Three (93) acres of the Southwest Quarter (SW ¼) of Section 25, Township 30 North, Range 7 East of the Third Principal Meridian, Dwight Township, Livingston County, Illinois, EXCEPTING THEREFROM the East Forty-Three (43) acres thereof.

And

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The East 43 acres of the West 93 acres of the Southwest Quarter of Section 25, Township 30 North, Range 7 East of the Third Principal Meridian, in Dwight Township, Livingston County, Illinois.

PIN: 05-05-25-300-022: Farm Land: 93 acres, more or less.

**Common Address: Dwight Township** 

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 04/13/2020 10:43:09AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 30.50 RHSPS FEE: 9.00GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 6

PREPARED BY, RECORDING **REQUESTED BY AND WHEN RECORDED RETURN TO:** 

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Illinois Generation LLC 76150 c/o Land Dort 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

# **MEMORANDUM OF OPTION AND EASEMENT**

MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2020 ("Effective Date"), by and between Dale L. Seabert and Diane L. d 10 Seabert, husband and wife, whose address is 28323 North 3100 East Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

The parties have entered into an Option Agreement for Easement and Grant of Easement A. (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

If the Option is exercised, then Developer and its successors and assigns will hold an C. easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

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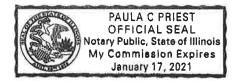
<u>Seabert</u> ert

Dale L. Seabert

Diane L. Seabert

# ACKNOWLEDGMENT

STATE OF ILLINOIS § § COUNTY OF 1 VINC 8 20 20 by This instrument was acknowledged before me this day of Dale L. Seabert [SEAL] Notary Public for the State of Illinois 2,02 Jach. My commission expires: Commission No.:\_ 90 20



# ACKNOWLEDGMENT

STATE OF ILLINOIS § ş IST4 COUNTY OF 20 20 by This instrument was acknowledged before me this day of Diane L. Seabert [SEAL] Notary Public for the State of Illinois 1 My commission expires: 9 Commission No .:\_ 5 PAULA C PRIEST OFFICIAL SEAL Notary Public, State of Illinois

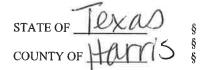
My Commission Expires January 17, 2021

#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: amusser Name Title:

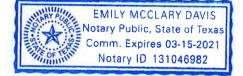
# **CORPORATE ACKNOWLEDGMENT**



The foregoing instrument was acknowledged before me this 30 day of March 20 20 by blance for the foregoing instrument was acknowledged before me this 30 day of March 20 20 by blance for the foregoing instrument was acknowledged before me this 30 day of March 20 20 by blance for the foregoing instrument was acknowledged before me this 30 day of March 20 20 by blance for the foregoing instrument was acknowledged before me this 30 day of March 20 20 by blance for the foregoing instrument was acknowledged before me this 30 day of March 20 20 by blance for the foregoing instrument was acknowledged before me this 30 day of March 20 20 by blance for the foregoing instrument was acknowledged before me this 30 day of March 20 20 by blance for the foregoing based on the foregoing based by blance for the foregoing based on the foregoing based by blance for the foregoing based on the foregoing based by blance for the foregoing based on the foregoing based by blance for the foregoing based on the foregoing based by blance for the foregoing based by blance foregoing based by blance for the foregoing based by blance foregoing based by blance for the foregoing

wip Notary Public for the State of My commission expires: Commission No .:

[SEAL]



# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

The West Half of the Northeast Quarter of Section 19, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, containing 80.89 acres, more or less.

# PIN: 06-06-19-200-001: Farm Land: 80.89 acres, more or less.

### **Common Address: Round Grove Township.**

#### Tract 2:

The South Half of the Northwest Fractional Quarter of said Section Thirty (30), all in Township Thirty (30) North, Range Eight (8) East of the Third Principal Meridian, situated in the County of Livingston in the State of Illinois; EXCEPTING THEREFROM the South 10 acres of the South One-half of the Northwest Fractional Quarter of Section 30, Township 30 North, Range 8 East of the 3<sup>rd</sup> Principal Meridian, containing 42 acres, more or less.

#### PIN: 06-06-30-100-002: Farm Land: 42 acres, more or less.

### Common Address: Round Grove Township.

#### Tract 3:

The South Half of the Northeast Quarter of Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

#### PIN: 06-06-30-200-005: Farm Land: 80 acres, more or less.

#### **Common Address: Round Grove Township.**

#### Tract 4:

The East 86.00 acres of the West 284.47 acres of the North 300 acres of Section 31, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois. Containing 86 acres, more or less.

### PIN: 06-06-31-200-002: Farm Land: 86 acres, more or less.

### **Common Address: Round Grove Township.**

#### Tract 5:

The East One-half of the West One-half of the Northwest Quarter of Section 32, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, containing 40.01 acres more or less.

# PIN: 06-06-32-100-002: Farm Land: 40.01 acres, more or less.

### **Common Address: Round Grove Township.**

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# Tract 6:

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The West One-half of the East One-half of the Northwest Quarter of Section 32, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, containing 40.03 acres, more or less.

# PIN: 06-06-32-100-014: Farm Land: 40.03 acres, more or less.

# **Common Address: Round Grove Township.**

# Tract 7:

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The Southwest Quarter of Section 32, Township 30 North, Range 8 East of the Third Principal Meridian in Livingston County, Illinois, containing 160 acres, more or less.

PIN: 06-06-32-300-001: Farm Land: 160 acres, more or less.

**Common Address: Round Grove Township.** 

The land described herein contains a total of 528.93 acres, more or less.

# 2022R-03684

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 08/18/2022 09:00:04 AM KRISTY A MASCHING COUNTY CLERK & RECORDER

<b>RECORDER'S AUTOMATION FEE</b>	12.00			
GIS MAINTENANCE FEE	20.00			
RHSPS FEE	9.00			
RECORDING FEE	30.50			
DOC STORAGE FEE	5.00			
PAGES: 6				

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

# MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of <u>AUCLUST</u> <u>1</u>, 2022 ("Effective Date"), by and between Glenn E. Seabert and Mary D. Seabert, husband and wife, whose address is 29873 East 2800 North Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

# WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

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ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

OWNER'

Glenn E. Seabert

# ACKNOWLEDGMENT

STATE OF ILLINOIS	Ş
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COUNTY OF LIVINGS TON	§
This instrument was acknowledge Glenn E. Seabert	ed before me this $19$ day of $300$ , $2022$ by
	and a
[SEAL]	Notary Public for the State of Illinois
	My commission expires: 7-29-22
	Commission No.: 9/4/155
JOHN M TEMPELTO OFFICIAL SEAL Notary Public, State of II My Commission Exp July 29, 2022	linols

"OWNER"

Mary Sealert Mary D. Seabert

# ACKNOWLEDGMENT

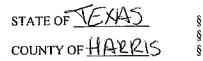
STATE OF ILLINOIS §		
COUNTY OF Livingstern §		
This instrument was acknowledged before me the Mary D. Seabert	his <u>19</u> day of <u>July</u>	, 20 <u>22</u> by
	may	£
[SEAL]	Notary Public for the State of Il My commission expires:	111nois 7-29-22
//		914155
JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires July 29, 2022		

# "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: Name: Blake Rasmussen Title: Authorized anator

# CORPORATE ACKNOWLEDGMENT



The foregoing instrument was acknowledged before me this 12 day of <u>AUGUS</u> 2022, by <u>BLAKE KASMUSSEN</u>, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

SARAH ANN HENRY Notary Public, State of Texas Comm. Expires 01-05-2026 Notary ID 129633182

Notary Public for the State of TEXOS My commission expires: 1-5-2020 Commission No.: 129033182

# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

# Tract 1:

The East Half of the West Half of the Southeast Quarter of Section 25, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

# PIN: 05-05-25-400-004: Farmland: 40 acres, more or less. Common Address: Dwight Township.

# Tract 2:

The West Half of the West Half of the Southeast Quarter (W1/2 W1/2 SE1/4) of Section 25, Township 30 North, Range 7 East of the Third Principal Meridian in Dwight Township, Livingston County, Illinois.

# PIN: 05-05-25-400-003: Farmland: 40 acres, more or less. Common Address: Dwight Township.

### Tract 3:

The West 40 acres of the East 67 acres of the Southwest Quarter (SW1/4) of Section 25, Township 30 North, Range 7 East of the Third Principal Meridian in Dwight Township, Livingston County, Illinois.

# PIN: 05-05-25-300-004: Farmland: 40 acres, more or less. Common Address: Dwight Township.

### Tract 4:

The North One-Half (N1/2) of the East One-Half (E1/2) of the Southeast One-Quarter (SE1/4) of Section 25, Township 30 North, Range 7 East of the Third Principal Meridian, Dwight Township, Livingston County, Illinois.

AND

The Southeast Quarter of the Southeast Quarter of Section 25, Township 30 North, Range 7 East of the 3<sup>rd</sup> P.M. in Livingston County, Illinois.

# PIN: 05-05-25-400-002: Farmland: 80 acres, more or less. Common Address: Dwight Township: 29873 East 2800 North Road, Dwight, Illinois 60420.

### Tract 5:

The East Twenty-Seven (27) acres of the Southwest Quarter (SW1/4) of Section 25, Township 30 North, Range 7 East of the Third Principal Meridian, Dwight Township, Livingston County, Illinois.

# PIN: 05-05-25-300-005: Farmland: 27 acres, more or less. Common Address: Dwight Township.

#### Tract 6:

The North 23.5 acres of the South One Hundred Fourteen (114) acres of the West Two Hundred Eight (208) acres of Fractional Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois.

### PIN: 06-06-30-300-003: Farmland: 23.5 acres, more or less.

### Common Address: Round Grove Township: Dwight, Illinois 60420.

The land described herein contains a total of 250.50 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 10/20/2020 02:47:59PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 6

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

### (Space above this line for Recorder's use only)

### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of OCTODER , 2020 ("Effective Date"), by and between Justin D. Seabert, also known as Justin Seabert and Anya B. Seabert, husband and wife, whose address is 28279 North 3100 East Road, Dwight, Illinois 60420 and Adam L. Seabert, whose address is 2212 SW 18<sup>th</sup> Street, Ankeny, Iowa 50023 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at

Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Justin D. Seabert, also known as Justin Seabert

Anya B. Seabert

# ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF INING SON

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[SEAL]

Notary Public for the State of Illinois 02 My commission expires:\_ 40 Commission No.:



ACKNOWLEDGMENT

STATE OF ILLINOIS 00 00 00 COUNTY OF , 20 20 by This instrument was acknowledged before me this \_ day of Anya B. Seabert 00 0 [SEAL] Notary Public for the State of Illinois My commission expires Commission No .: PAULA C PRIEST OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires January 17, 2021

"OWNER"

R. Sealins

Adam L. Seabert

# ACKNOWLEDGMENT

STATE OF Me COUNTY OF HIK

This instrument was acknowledged before me this \_///St \_\_\_\_\_\_Adam L. Seabert

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ABRIAL SOL	OWANNA M MOSLEY
	Commission Number 811581
10WA	My Commission Expires July 16, 20

Notary Public for the State of 1000 My commission expires: 1-16-707 Commission No.: 0158

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"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

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By:

Name: <u>Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

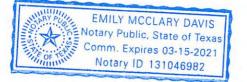
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this  $\frac{1}{2}$  day of <u>October 2020</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of TEXAS

My commission expires: 3-15-2021 Commission No.: 131046982

[SEAL]





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#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

The North Half of the East 120 acres of the Northeast Quarter of Section 9, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, except that portion deeded to the State of Illinois, Department of Transportation.

PIN: 06-06-09-200-012: Farm Land: 56.72 acres, more or less.

#### **Common Address: Round Grove Township**

#### Tract 2:

The West 12 acres of the West 120 acres of the Southeast Quarter of Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, in Round Grove Township, Livingston County, Illinois.

The East 12 acres of the West 24 acres of the West 120 acres of the Southeast Quarter of Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, in Round Grove Township, Livingston County, Illinois:

The East 12 acres of the West 36 acres of the West 120 acres of the Southeast Quarter of Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, in Round Grove Township, Livingston County, Illinois.

The East 12 acres of the West 48 acres of the West 120 acres of the Southeast Quarter of Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, in Round Grove Township, Livingston County, Illinois.

The East 12 acres of the West 60 acres of the West 120 acres of the Southeast Quarter of Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, in Round Grove Township, Livingston County, Illinois.

The East 12 acres of the West 72 acres of the West 120 acres of the Southeast Quarter of Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, in Round Grove Township, Livingston County, Illinois.

The East 12 acres of the West 84 acres of the West 120 acres of the Southeast Quarter of Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, in Round Grove Township, Livingston County, Illinois.

The East 12 acres of the West 96 acres of the West 120 acres of the Southeast Quarter of Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, in Round Grove Township, Livingston County, Illinois.

PIN: 06-06-30-400-050: Farm Land: 96 acres, more or less.

**Common Address: Round Grove Township.** 

The land described herein contains a total of 152.72 acres, more or less.

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 03/12/2020 09:02:08AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

# **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2020 ("Effective Date"), by and between Gary L. Marx and Julie L. Marx, husband and vife, whose address is 29400 North 2700 East Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

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ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Gary L. Marx Julie L. Marx

### ACKNOWLEDGMENT

STATE OF ILLINOIS § § § COUNTY OF Livingston This instrument was acknowledged before me this  $\underline{0}$ ebruary 20 20 by day of [SEAL] Notary Public for the State of Illinois My commission expires:\_ 1117 Commission No .:\_ OFFICIAL SEAL

#### ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF Living ston \$ MUAUL, 20 20 by day of [SEAL] Notary Public for the State of Illinois 17 My commission expires: Commission No.:\_



LYNNE M CAIN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/17/24

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: asmussen Name ONTP Title:

# CORPORATE ACKNOWLEDGMENT

STATE OF TOXAD 9999 COUNTY OF HA

The foregoing instrument was acknowledged before me this 21 day of February 20 20 by Blake Rasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

eis

Notary Public for the State of \_\_\_\_\_\_ My commission expires: \_\_\_\_\_\_ Commission No.:\_\_\_\_\_\_\_



[SEAL]

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#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

The North One-Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section 27, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPTING THEREFROM any portion or portions previously conveyed for road or highway purposes, said premises containing 77.81 acres, more or less.

PIN: 05-05-27-100-002: Farm Land: 77.81 acres, more or less.

#### **Common Address: Dwight Township.**

#### Tract 2:

The South Half of the Northwest Quarter of Section 27 Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT Beginning at the Southwest corner of the Northwest Quarter of said Section 27; thence on an assumed bearing North 00 degrees 22 minutes 21 seconds West 1325.84 feet along the West Line of said Section 27 to the Northwest corner of the South Half of the Northwest Quarter of Section 27; thence South 89 degrees 48 minutes 39 seconds East 60.00 feet along the North Line of the South Half of the Northwest Quarter of Section 27; thence South 00 degrees 22 minutes 21 seconds East 437.05 feet; thence South 89 degrees 37 minutes 39 seconds West 20.00 feet to a point on the existing right of way of Illinois Route 47; thence South 00 degrees 22 minutes 21 seconds East 200.00 feet along said right of way, thence North 89 degrees 37 minutes 39 seconds East 20.00 feet; thence South 00 degrees 22 minutes 21 seconds East 550.00 feet; thence South 02 degrees 26 minutes 06 seconds East 138.94 feet to a point on the South Line of the Northwest Quarter of Section 27; thence North 89 degrees 48 minutes 17 seconds West 65.00 feet along said South Line to the point of beginning, containing 1.742 acres, more or less, of which 1.218 acres are within the existing right of way of IL Route 47, and EXCEPT that part of the Northwest Quarter of Section 27, Township 30 North, Range 7 East of the Third Principal Meridian Livingston County, Illinois, bounded and described as follows: Commencing at the Southwest corner of said Northwest Quarter and running; thence North 01 degrees 48 minutes 11 seconds West, along the West Line of said Northwest Quarter, 688.35 feet; thence North 88 degrees 11 minutes 49 seconds East 39.17 feet to a point on the East right of way line of Illinois Route 47 per recorded document number 475396, said point being the Point of Beginning; thence North 01 degrees 00 minutes 21 seconds West, along said right of way. 200.15 feet; thence North 88 degrees 59 minutes 28 seconds East, along said right of way line, 20.00 feet; thence North 01 degrees 00 minutes 21 seconds West, along said right of way, 268.46 feet; thence North 88 degrees 59 minutes 28 seconds East, 316.00 feet; thence South 01 degrees 00 minutes 21 seconds East, parallel with said right of way line, 471.32 feet; thence South 89 degrees 31 minutes 54 seconds West, 336.00 feet to the point of beginning, containing 3.50 acres, more or less; The premises being conveyed, after the exceptions, containing 74.758 acres, more or less.

PIN: 05-05-27-100-005: Farm Land: 74.758 acres, more or less.

**Common Address: Dwight Township.** 

The land described herein contains a total of 152.568 acres, more or less.

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Illinois - Memorandum of Option for Easement 2-15-17

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/06/2020 12:59:41PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

# **MEMORANDUM OF OPTION**

# **AND EASEMENT**

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PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

103-

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

# **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2019 ("Effective Date"), by and between Renee McGinnis as Trustee of the McGinnis Family Trust dated May 15, 2015, whose address is 4352 North Kostner Avenue, Chicago, Illinois 60641 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" McGinnis Family Trust dated May 15, 2015

e McGinnis, Trustee

Renee McGinnis, Trustee



#### ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF DUPAGE §

This instrument was acknowledged before me this 2157 day of November, 2019 by Rene McGinnis as Trustee of the McGinnis Family Trust dated May 15, 2015

Kenee MRM

[SEAL]

Notary Public for the State of Illinois/ My commission expires: //05/202/ Commission No.: 6/6592

OFFICIAL SEAL NANCY BECHT NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 01-05-2021

#### "DEVELOPER"

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Illinois Generation LLC, a Delaware limited liability company

By: Rasmussen 0 Name: thonzed Signator Title:

#### CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS § § § COUNTY OF Harris

The foregoing instrument was acknowledged before me this day of <u>llClMDt</u> 2019, by <u>BlackeRasmuster</u>, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of TEXAD My commission expires: 3-15-2021 Commission No.: 131046982

[SEAL]



# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

 $\checkmark$ 

The Northwest Quarter of Section 35, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-35-100-001: Farm Land: 160 acres, more or less.

**Common Address: Round Grove Township** 

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 03/10/2021 10:38:04AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 10

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC 67 c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

# MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of <u>Februarua</u>, 2021 ("Effective Date"), by and between Maurice J. Miller and M. June Miller, husband and wife; Jane L. Donnelly and Dennis M. Donnelly, wife and husband; Howard J. Miller; and Paul E. Miller, whose address is 605 South Chicago Street, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at

Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

aurice Mille

Maurice J. Miller

# ACKNOWLEDGMENT

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Florida STATE OF ILL MOIS 8 8 8 8 COUNTY OF Pinellas 20**21** by This instrument was acknowledged before me this \_ day of Maurice J. Miller Notary Public for the State of Himois Florida [SEAL] My commission expires SUSAN LUCA Commission No.:\_ Notary Public, State of Florida Commission# GG 209840 auc.

Illinois - Memorandum of Option for Easement 2-15-17

My comm. expires Apr. 22, 2022

M. June Miller

### ACKNOWLEDGMENT

STATE OF ILLINOIS 8 8 8 COUNTY OF DIRALIAS 20 21 by This instrument was acknowledged before me this \_\_\_\_\_\_ day of Feb M. June Miller  $\Delta n$ Notary Public for the State of Illipois Flur de [SEAL] My commission expires: SUSAN LUCA Commission No.:\_ Notary Public, State of Florida 1<sub>2</sub>3811C Commission# GG 209840 My comm. expires Apr. 22, 2022

I. Donnelly Jane L. Donnelly

ACKNOWLEDGMENT

Colorado STATE OF ILLINOIS COUNTY OF Larimer

This instrument was acknowledged before me this  $2m^2$  day of <u>February</u>, 20<u>21</u> by Jane L. Donnelly

[SEAL]

Notary Public for the State of Illinois Colorado My commission expires: 12-10-2022 Commission No .: 20184047127

JOHN PETER SULLIVAN Notary Public State of Colorado Notary ID # 20184047127 My Commission Expires 12-10-2022

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's MDonnelly Dennis M. Donnelly

# ACKNOWLEDGMENT

Colorado STATE OF HLLINOIS COUNTY OF Larimer

This instrument was acknowledged before me this <u>Just</u> day of <u>February</u>, 20<u>21</u> by <u>Dennis M. Donnelly</u>

[SEAL]

Notary Public for the State of Illinois Colorado My commission expires: 12-10-2022 Commission No.: 20184047127

JOHN PETER SULLIVAN Notary Public State of Colorado Notary ID # 20184047127 My Commission Expires 12-10-2022

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"OWNER" wand him

Howard J. Miller

# ACKNOWLEDGMENT

SOUTH CAROLINA STATE OF ISTOTIC COUNTY OF DRAME burg

This instrument was acknowledged before me this <u>\$T</u> day of <u>February</u>, 20<u>2</u> by Howard J. Miller



Notary Public for the State of Hims South CAROLINA gy My commission expires: <u>3-13-2225</u> Commission No.:

ul E. Milly

Paul E. Miller

# ACKNOWLEDGMENT

 STATE OF ILLINOIS
 §

 COUNTY OF 
 K-Kake

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 This instrument was acknowledged before me this 
 29 day of 

 Paul E. Miller
 .

 [SEAL]
 Notary Public for the State of Illinois My commission expires: 
 7-29-21 (Commission No.: 



"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By

Name: <u>Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

# **CORPORATE ACKNOWLEDGMENT**

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u> §

The foregoing instrument was acknowledged before me this 22 day of February, 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Emiliz mcclausbavis

Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>



[SEAL]

## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

The Northeast One-Quarter (NE ¼) of Section 15, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, excepting therefrom approximately one-half acre deeded to Northern Illinois Gas Company described as follows, to-wit: Commencing at the Northwest Corner of the Northeast Quarter of said Section 15, thence East 1441.5 feet along the North Line of the Northeast Quarter of said Section 15 to the point of beginning; thence East 258 feet along said line to a point; thence South 83 feet to a point; thence West 258 feet along a line parallel to the North Line of the Northeast One-Quarter (NE ¼) of said Section 15 to a point; thence North 83 feet to the point of beginning, said exception, all situated in Livingston County, Illinois, also except, beginning at a point on the North Line of said Northeast Quarter, which point is 1902.40 feet West from the Northeast Corner of said Northeast Quarter, and running; thence South, perpendicular to said North Line, 510 feet; and thence East along said North Line, 316 feet to the point of beginning.

PIN: 05-05-15-200-006: Farm Land: 155.81 acres, more or less.

**Common Address: Dwight Township.** 

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 09/24/2020 10:55:14AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC 63c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2020 ("Effective Date"), by and between MKM Oil, Inc., an Illinois Corporation, represented by Gary F. Kavanaugh, its Secretary, whose address is Post Office Box 317, Gardner, Illinois 60424 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" MKM Oil, Inc., an Illinois Corporation

Gary F. Kavanaugh, Secretary

# ACKNOWLEDGMENT

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STATE OF ILLINOIS 8 8 8 COUNTY OF GRUAL day of A This instrument was acknowledged before me this <u>2540</u> Gary F. Kavanaugh as Secretary of MKM Oil, Inc., an Illinois 2011 \_\_ by Corporatio OFFICIAL SEAL SABRINA HAHN [SEAL] Notary Public for the State of Illinois My commission expires: 4 NOTARY PUBLIC - STATE OF ILLINOIS Commission No.: MY COMMISSION EXPIRES:04/26/22

VALLES IN THE SNA to be a second s Real second se Sources Contractors COFFICIAL SE SABRINA HAI OFFICIAL SE SAERINA HAHN HOTARY PIJELIC - STATE OF ILLINOIS IAC GOMMISSION EXPIRES:04/26/22  $1 \leq 1 \leq 1 \leq 1 \leq 1$ 

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

§

By

Name<u>: Blake Rasmussen</u> Title: Authorized Signatory

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of <u>September</u> 2020, by Blake Rasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

Parcel A: The Southwest ¼ of Section 12, Township 30 North, Range 7 East of the Third Principal Meridian, in Livingston County, Illinois, excepting therefrom, the following: Commencing at the Southeast corner of said Southwest Quarter and running; thence South 88 degrees 45 minutes 24 seconds West, along the South line of said Southwest Quarter, 166.06 feet, to the point of beginning; thence North 01 degrees 14 minutes 36 seconds West, 450.32 feet; thence North 82 degrees 11 minutes 53 seconds West, 386.00 feet; thence South 88 degrees 45 minutes 24 seconds West, 36.00 feet; thence South 88 degrees 45 minutes 36 seconds East, 511.00 feet, to said South line of the Southwest Quarter; and thence North 88 degrees 45 minutes 24 seconds East, along said South line, 516.21 feet, to the point of beginning.

Parcel B: The Southeast ¼ of Section 12, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-12-300-003: Farm Land: 317.52 acres, more or less.

Common Address: Dwight Township: Dwight, Illinois 60420.

#### Tract 2:

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The South 60 acres of the North 120 acres of the Northwest Quarter of Section 15, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT that part conveyed to the State of Illinois by Deeds recorded April 1, 1934 in Book 205 page 95 and by Deed recorded August 28, 1997 as Document Number 494751, ALSO EXCEPT that part falling in Deeds recorded October 20, 1958 as Document Number 278112; January 19, 1965 as Document Number 314560; June 20, 2003 as Document Number 546375, Document Number 546376 and Document Number 546377.

PIN: 05-05-15-100-009: Farm Land: 55.03 acres, more or less.

**Common Address: Dwight Township.** 

The land described herein contains a total of 372.55 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 06/24/2020 11:57:04AM KRISTY A MASCHING **COUNTY CLERK & RECORDER** REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

# PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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Illinois Generation LLC U3 c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

### **MEMORANDUM OF OPTION AND EASEMENT**

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

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ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

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amara

Tamara M. Morris

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Paul M. Morris

# ACKNOWLEDGMENT

STATE OF ILLINOIS	§
COUNTY OF Kendall	§ §
This instrument was acknowledg Tamara M. Morris	ed before me this 10 day of Jule, 20 20 by
	Joula C Mest
[SEAL]	Notary Public for the state of Illinois My commission expires: $61.17.2021$
	Commission No.: 961261



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# ACKNOWLEDGMENT

STATE OF ILLINOIS § § § COUNTY OF Kendall 20\_20\_by This instrument was acknowledged before me this \_\_\_\_\_ D day of 🚄 Paul M. Morris Notary Public for the State of Illinois My commission expires: 01.17.2021 Commission No.: 907267 [SEAL] PAULA C PRIEST OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires January 17, 2021

# "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By P asmusser Name: Title:

# CORPORATE ACKNOWLEDGMENT

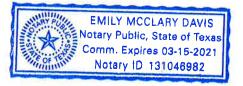
STATE OF LXC 50 00 00 COUNTY OF Han

The foregoing instrument was acknowledged before me this 16 day of 5000 20 20 by Blake Kasmusten, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

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[SEAL]

Notary Public for the State of TOXAD My commission expires: 3-15-2021 Commission No.: 131046982



# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

# Tract 1:

4 4

The East 99.47 acres of the West 198.47 acres of the North 300 acres of Section 31, Township 30 North,  $\checkmark$ Range 8 East of the Third Principal Meridian, Livingston County, Illinois, excepting therefrom the following: Beginning at a point on the North line of said Section 31, which point is 2488.89 feet East from the Northwest corner of said Section 31, and running; thence North 89°-30'-07" East, along said North line, 418.00 feet to the Northeast corner of said West 198.47 acres; thence South 01°-29'-53" East, parallel with the West line of said Section 31 and along the East line of said West 198.47 acres, 443.00 feet; thence South 89°-30'-07" West, parallel with said North line, 418.00 feet; and thence north 01°-29'-53" West, parallel with said West line, 443.00 feet to the point of beginning. Containing 95.22 acres, more or less.

#### PIN: 06-06-31-100-004: Farm Land: 95.22 acres, more or less.

# Common Address: Round Grove Township: Dwight, Illinois 60420.

# /Tract 2:

A part of that part of Section 31, Township 30 North Range 8 East of the Third Principal Meridian, in Livingston County, Illinois, lying South of the North 300 acres of said Section 31 as said North 300 acres was surveyed and recognized in a survey recorded (Circa 1866) in Surveyors Book "B" at page 213 in the Recorders Office of said County, said part being bounded and described as follows: Beginning at a point on the South line of said Section 31, which point is 1503.57 feet East from the Southwest corner of said Section 31 and running; thence North 00 degrees 00 minutes 00 seconds East, parallel with the West line of said Section 31 and along the East line of the West 80 acres of that part of said Section 31 lying South of said surveyed North 300 acres, 2312.51 feet to the South line of said North 300 acres, thence South 89 degrees 00 minutes 23 seconds East, along said South line of the North 300 acres, 1044.10 feet; thence South 00 degrees 00 minutes 00 seconds West, parallel with said West line of Section 31, 2305.23 feet to said South line of Section 31; and thence North 89 degrees 24 minutes 20 seconds West, along said South line, 1044.00 feet to the point of beginning, containing 55.33 acres, more or less, according to Plat of Survey by Krause Surveying, Inc., dated August 26, 2019 and attached to Quitclaim Deed recorded as Document Number 2019R-04463 in the Recorders Office of Livingston County, Illinois.

# PIN: 06-06-31-400-025: Farm Land: 55.33 acres, more or less.

# Common Address: Round Grove Township: Dwight, Illinois 60420.

# Tract 3:

That part of the East 99.47 acres of the West 198.47 acres of the North 300 acres of Section 31, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at a point on the North line of said Section 31, which point is 2488.89 feet East from the Northwest corner of said Section 31, and running; thence North 89°-30'-07" East along said North line 418.00 feet to the Northeast corner of said West 198.47 acres; thence South 01°-29'-53" East, parallel with the West line of said Section 31 and along the East line of said West 198.47 acres, 443.00 feet; thence South 89°-30'-07" West, parallel with said North line, 418.00 feet; and thence North 01°-29'-53" West parallel with said West line, 443.00 feet to the point of beginning. Containing 4.25 acres, more or less.

PIN: 06-06-31-200-001: Farm Land: 4.25 acres, more or less.

Common Address: Round Grove Township: Dwight, Illinois 60420.

The land described herein contains a total of 154.80 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 07/09/2020 01:53:12PM KRISTY A MASCHING **COUNTY CLERK & RECORDER** REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: -5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

# \$63

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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#### (Space above this line for Recorder's use only)

#### **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of ,2020 ("Effective Date"), by and between Kathryn A. Patten, also known as, Kathy Patten, whose address is 28273 North 2500 East Road, Dwight, Illinois 60420 (together with her successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

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Kathryn A. Patten, also known as, Kathy Patten

# ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF LIVINGSTON

[SEAL]

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This instrument was acknowledged before me this _	12	day of LINE	, 20_ do by
Kathryn A. Patten, also known as, Kathy Patten			

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Notary Public for the State of Illinois My commission expires: MARCH Commission No.: 908987 2024 03 89 Commission No.:\_

KAYLYN DAVIS OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires March 03, 2024

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: 0 asmusser Name: Sic 110 Title:

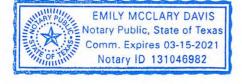
# CORPORATE ACKNOWLEDGMENT

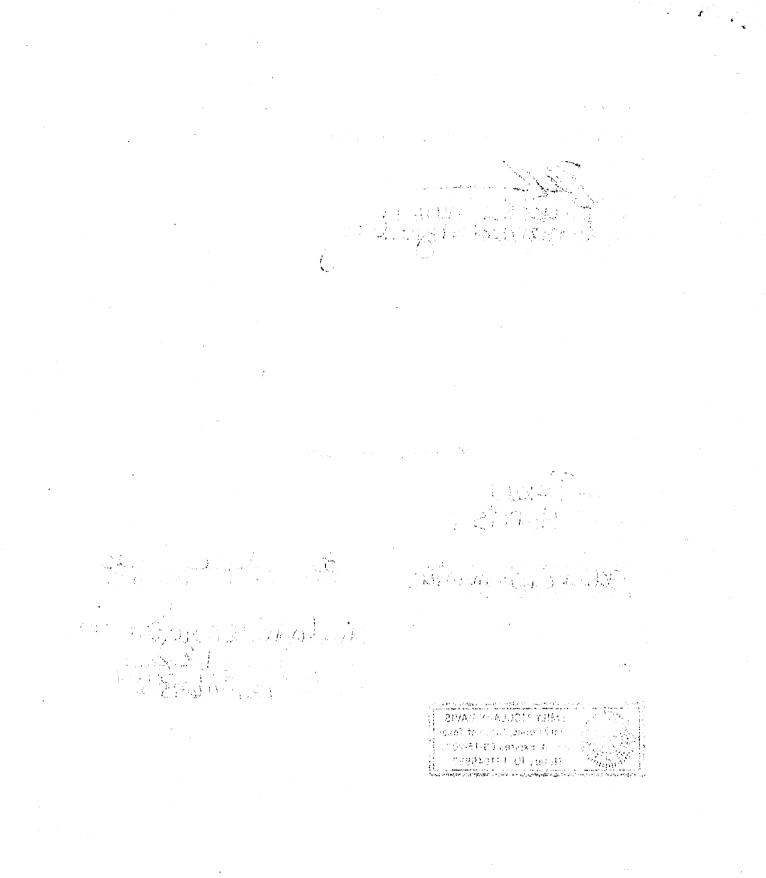
STATE OF 50 00 00 COUNTY OF

The foregoing instrument was acknowledged before me this 20 day of June 20 20 by Blanke Rasmusselling as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

Notary Public for the State of My commission expires: Commission No .:\_ 1 -





# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

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The North Half of the East Half of the Northeast Quarter of Section 1, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-01-200-005: Farm Land: 40 acres, more or less.

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Common Address: Dwight Township: Dwight, Illinois 60420.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 09/24/2020 10:55:10AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEF: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

1

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2020 ("Effective Date"), by and between Brian L. Perschnick and Amy M. Perschnick, husband and wife, whose address is 28640 North 2800 East Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

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ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

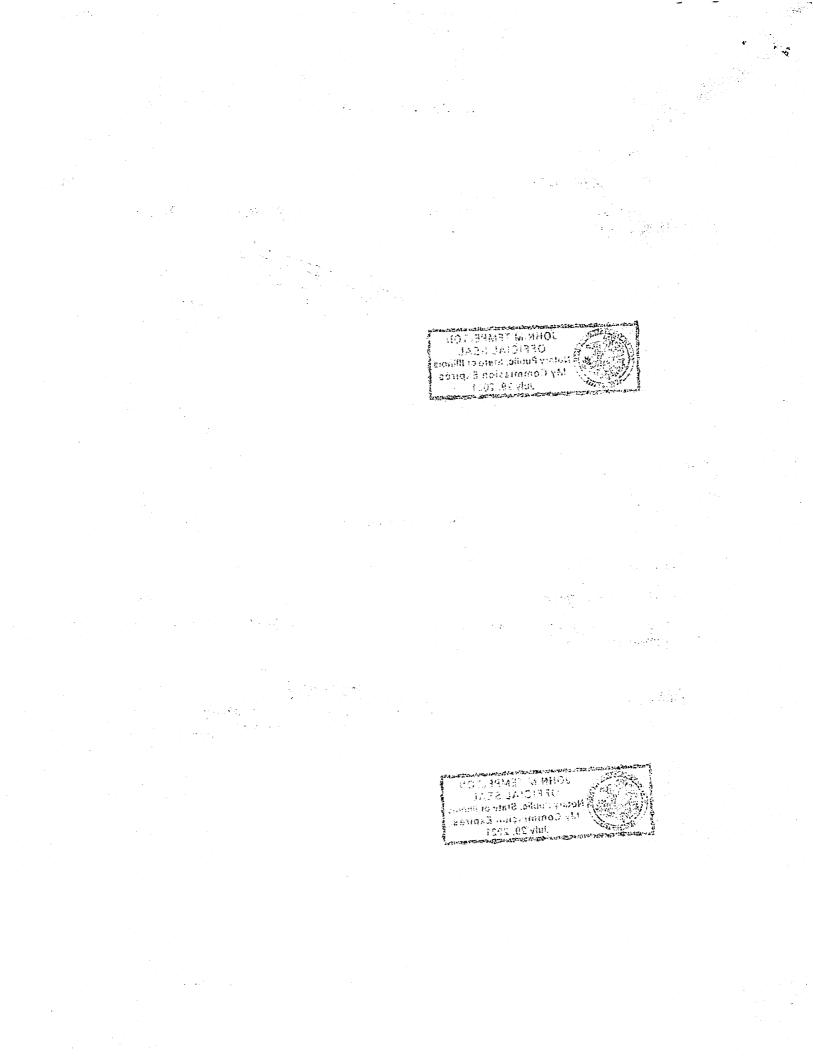
"OWNER"

Brian L. Perschnick

Amy M. Perschnick

# ACKNOWLEDGMENT

COUNTY OF <u>Livings</u> §	
This instrument was acknowledged before r Brian L. Perschnick	me this <u>3</u> day of <u>September</u> , 20 20 by
[SEAL]	Notary Public for the State of Illinois My commission expires: 7-29-21 Commission No.: 94415-5
JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illin My Commission Expire July 29, 2021	ois
STATE OF ILLINOIS §	NOWLEDGMENT
COUNTY OF Loungston §	
This instrument was acknowledged before r Amy M. Perschnick	ne this day of day of by
[SEAL]	Notary Public for the State of Illinois My commission expires: 7-39-21 Commission No.: 914155
JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires July 29, 2021	]



"DEVELOPER"

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Illinois Generation LLC, a Delaware limited liability company

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By

Name<u>: Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 5 day of <u>September</u> 20<u>20</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>

## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

The East 80 acres of the Northwest Quarter of Section 14, Township 30 North, Range 7 East of the Third Principal Meridian, Dwight Township, Livingston County, Illinois.

PIN: Portion of 05-05-14-100-011: Farm Land: 80 acres, more or less.

Common Address: Dwight Township: Dwight, Illinois 60420.

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 09/24/2020 10:55:11AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

# PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

<u>[</u>\*

Illinois Generation LLC c/o Land Dept. 03 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

## MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2020 ("Effective Date"), by and between Owen R. Perschnick, whose address is 8380 West Livingston Road, Ransom, Illinois 60470 (together with his successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur

of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Owen R. Perschnick

# ACKNOWLEDGMENT

# STATE OF ILLINOIS

# COUNTY OF Livingston

This instrument was acknowledged before me this <u>3</u> day of <u>September</u> Owen R. Perschnick

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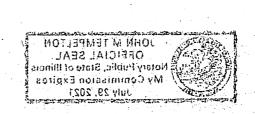
\_ day of <u>September</u>, 20<u>20</u> by

[SEAL]

1. \*

Notary Public for the State	e of Illinois
Notary Public for the State My commission expires:	7-29-21
Commission No.:	914155





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"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

§

By:

Name<u>: Blake Rasmussen</u> Title: Authorized Signatory

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 5 day of <u>September 2020</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>



# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

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The Northwest Quarter of Section 14, Township 30 North, Range 7 East of the Third Principal Meridian, Dwight Township, Livingston County, Illinois, excepting therefrom the East 80 acres, and also excepting that portion thereof described as follows: Beginning at a point on the North line of said Northwest Quarter of Section 14, which point is 1003.00 feet East of the Northwest Corner of said Northwest Quarter of Section 14; thence South perpendicular to said North line 391 feet; thence East on a line parallel with said North line 187.31 feet; thence North perpendicular to said North line 391 feet; thence West along said North line 187.31 feet to the Point of Beginning,

PIN: Portion of 05-05-14-100-010: Farm Land: 78.32 acres, more or less.

Common Address: Dwight Township: Dwight, Illinois 60420.

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/07/2021 10:20:59AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: 3

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2020 ("Effective Date"), by and between Rebecca Pobloske, also known as, Rebecca L. Pobloske, also known as, Rebecca S. Pobloske, whose address is 915 Clover Ridge Lane, Itasca, Illinois 60143 (together with her successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

OWNER"

Rebecca Pobloske, also known as, Rebecca L. Pobloske, also known as, Rebecca S. Pobloske

#### ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF <u>Livings</u>-loη

This instrument was acknowledged before me this <u>271</u><sup>n</sup> day of <u>OCTOBE</u>, 2020 by <u>Rebecca Pobloske, also known as, Rebecca L. Pobloske, also known as, Rebecca S. Pobloske</u>.

\$ \$ \$

[SEAL]

NI. Notary Public for the State of Illinois My commission expires:\_\_\_ 3/10 Commission No.:



• \* \*

Illinois - Memorandum of Option for Easement 2-15-17

Ş OFFICIAL SEAL MARY C LUDWIG NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES.03.10/24 くくい

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

S

By

Name<u>: Blake Rasmussen</u> Title: Authorized Signatory

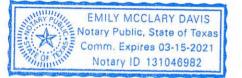
# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this  $\frac{1}{2}$  day of <u>December, 2020</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.:<u>131046982</u> airo

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

The East 120 acres of the Northeast Quarter of Section 34, Township 30 North, Range 7 East of the Third Principal Meridian, Dwight Township, Livingston County, Illinois.

PIN: 05-05-34-200-008: Farm Land: 120 acres, more or less.

**Common Address: Dwight Township.** 

Illinois - Memorandum of Option for Easement 2-15-17

•

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

# 2022R-00557

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 02/07/2022 11:44:28 AM KRISTY A MASCHING COUNTY CLERK & RECORDER

<b>RECORDER'S AUTOMATION FEE</b>	12.00
GIS MAINTENANCE FEE	20.00
RHSPS FEE	9.00
RECORDING FEE	17.00
DOC STORAGE FEE	5.00
PAGES: 10	

(Space above this line for Recorder's use only)

# MEMORANDUM OF OPTION AND EASEMENT

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Paul G. Riber

# ACKNOWLEDGMENT

STATE OF ILLINO15 ş ş ş COUNTY OF LIVINGSTON This instrument was acknowledged before me this 3/ 20<u>~20</u> by day of Paul G. Riber Notary Public for the State of <u>Illi</u> My commission expires: <u>Murch</u> Commission No.: <u>438705</u> [SEAL] MARCIA A DRACH 2021 "OFFICIAL SEAL" My Commission Expires March 26, 2021

3

Mark S. Riber

# ACKNOWLEDGMENT

STATE OF LLINOIS \$ COUNTY OF LIVINGSTON 20<u>20</u> by This instrument was acknowledged before me this <u>Ala</u> day of ( Mark S. Riber Notary Public for the State of <u>Aller sec</u> Ny commission expires: <u>Thanch 26</u> 2021 Commission No.: <u>438705</u> [SEAL] MARCIA A DRACH "OFFICIAL SEAL" My Commission Expires March 26, 2021

David A. Riber

# ACKNOWLEDGMENT

	F <u>ILLINOIS</u> §	
COUNTY	OF LIVITIGSTON §	4
This ins David A	trument was acknowledged before me this	s_17th day of <u>an</u> , 20 <u>2</u> by
		Marcia a. Drach
[SEAL]	MARCIA A. DRACH OFFICIAL SEAL	Notary Public for the State of <u>ILLINOIS</u> My commission expires: <u>March 36, 20.35</u>
	PUBLIC Notary Public State of Illinois STATE OF My Commission Expires	Commission No.:
	March 26, 2025	

Devan riker Scott

Devon Riber Scott

#### ACKNOWLEDGMENT

STATE OF <u>FL</u> COUNTY OF <u>DVVAL</u>

COUNTY OF <u>VVIIL</u> 8 This instrument was acknowledged before me this <u>3<sup>d</sup></u> day of <u>MMAM</u>, 20<u>21</u> by <u>Devon Riber Scott</u>.

§ § §

[SEAL]



Notary Public for the Sta	te of _/	horypa	
My commission expires:	2-11	1-2022	
Commission No.: 66			

Jeffrey Kent Riber, Jr.

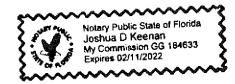
# ACKNOWLEDGMENT

state of <u>FL</u> county of <u>DVVAL</u>

This instrument was acknowledged before me this 3<sup>(4)</sup> day of <u>TAMARY</u>, 20<u>22</u> by Jeffrey Kent Riber, Jr.

\$

[SEAL]



Notary Public for the State of <u>HaRAPA</u> My commission expires: <u>2 - 11 - 2022</u> Commission No.: <u>66 184633</u>

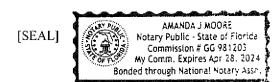
Blakely Larsen Riber

## ACKNOWLEDGMENT

STATE OF <u>FORDA</u> COUNTY OF <u>DUVAL</u>

This instrument was acknowledged before me this <u>30<sup>th</sup></u> day of <u>December</u>, 20<u>21</u> by Blakely Larsen Riber

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(	Juande Moon	
No	otary Public for the State of Florida	

My commission expires: <u>H-28-2024</u> Commission No.: <u>(-C-981203</u> "DEVELOPER"

Illinois Generation LLC, Belaware limited liability company P Rasmusse tuttionzed Title:

# CORPORATE ACKNOWLEDGMENT

STATE OF THAD 5 \* COUNTY OF HANYI

The foregoing instrument was acknowledged before me this 2 day of <u>FDUUUUU</u> 20 3.3. by <u>DUUL HUMUUU</u>, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

avis Notary Public for the State of

My commission expires Commission No.: 12

EMILY MCCLARY-DAVIS My Notary ID # 131046982 Expires March 15, 2025

9

# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

The North Half of the Northeast Quarter and the North Half of the South Half of the Northeast Quarter of Section 20, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois.

PIN: 06-06-20-200-002: Farm Land: 120 acres, more or less.

Common Address: Round Grove Township: 29801 North 3200 East Road, Dwight, Illinois 60420.

10



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/07/2021 10:21:00AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FFF: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 6

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

963

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

6

(Space above this line for Recorder's use only)

# MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of December 22, 2020 ("Effective Date"), by and between David J. Leskanich, Life Estate and James R. Leskanich and Nancy Jo Leskanich, husband and wife, Remaindermen, whose address is 29041 East 3200 North Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

# WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

David J. Leskanich, Life Estate

# ACKNOWLEDGMENT

. .

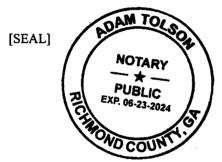
STATE C	F ILLINOIS	§ 8				
COUNTY	OF Livingston	ş				
	strument was acknowle J. Leskanich, Life Esta		is <u>1</u> ° day of <u>Nove</u> .	mga-	_, 20 <u>_20</u>	_ by
[SEAL]			Notary Public for the Sta My commission expires:	te of Illinois		
		-	Commission No.:	914155		_
	OFF Notary Pu My Com	M TEMPELTON FICIAL SEAL blic, State of Illinois mission Expires Ily 29, 2021				

ames R. Leskanich, Remainderman

Nancy Jo Leskanich, Remainderman

## ACKNOWLEDGMENT

STATE OF HERNOIS Garage S



Notary Public for the State of Hinois Coopy of

My commission expires: 06/23/024 Commission No.: \_\_\_\_\_\_

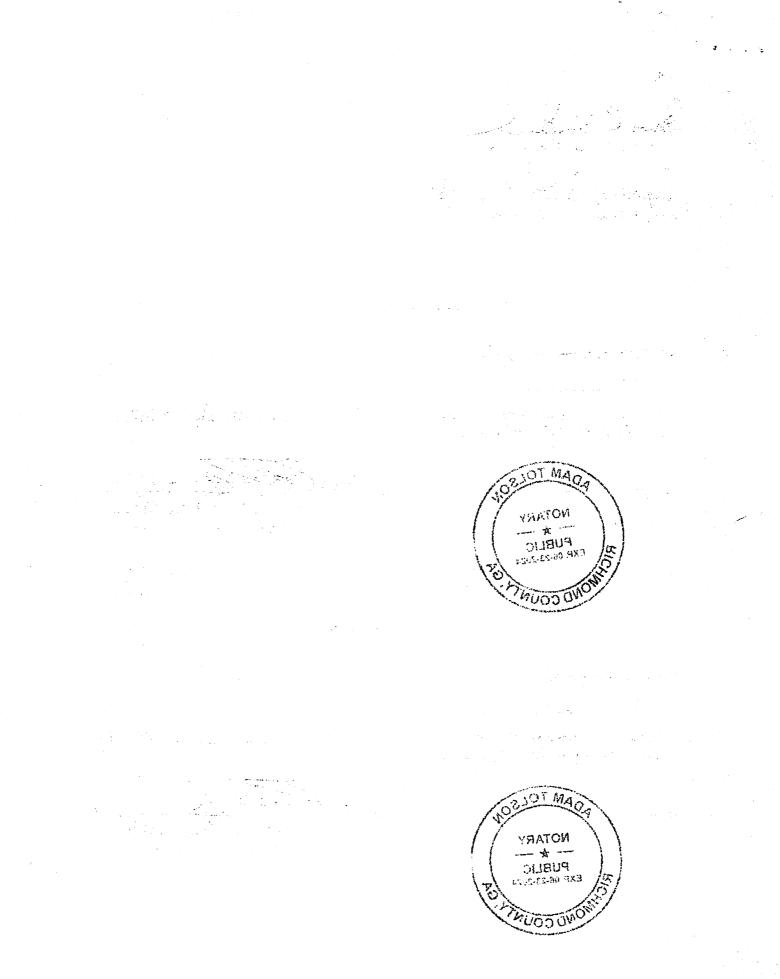
ACKNOWLEDGMENT

STATE OF HELINOIS Capping in Missing State of States Stat COUNTY OF Columbia §

This instrument was acknowledged before me this  $19^{44}$  day of  $19^{46}$  day of  $19^{46}$ , 20 20 by Nancy Jo Leskanich, Remainderman

DAM TOLSO [SEAL] NOTARY \* PUBLIC EXP. 06-23-2024 ONDCOUN

Notary Public for the State of Illinois Googlo My commission expires: 56/57/2024 Commission No.:\_\_



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"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

S

By:

Name Blake Rasmussen Title: Authorized Signatory

## CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this day of <u>December</u>, 2020, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of TEXAS

My commission expires: <u>3-15-2021</u> Commission No.: 131046982

[SEAL]



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## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

# <u>Tract 1:</u>

\* . . \*

That Part of the Southeast 1/4 of Section 1, in Township 30 North, Range 7 East of the Third Principal Meridian, in Livingston County, Illinois, Lying South of the New York Central Railroad Right of Way, Except the East 71.5 Acres thereof; Subject to the Right of Way of the State of Illinois for Highway Purposes as Contained in a Deed Recorded in Book 187 of Deeds, Page 408, in the Office of the Recorder of Deeds of Livingston County, Illinois.

PIN: 05-05-01-400-003: Farm Land: 78.15 acres, more or less.

Common Address: Dwight Township.



The East 69.706 Acres of That Part of the Southeast 1/4 of Section 1, Lying South of the Railroad in Township 30 North, Range 7 East of the Third Principal Meridian, In Dwight Township, Livingston County, Illinois.

PIN: 05-05-01-400-004: Farm Land: 69.706 acres, more or less.

Common Address: Dwight Township.

The land described herein contains a total or 147.856 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/07/2021 10:20:58AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 30.50 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEF: 5.00 PAGES: 7

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: \$76,57

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of Cervice, 2020 ("Effective Date"), by and between James R. Leskanich and Nancy Jo Leskanich, husband and wife, whose address is 29009 East 3200 North Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

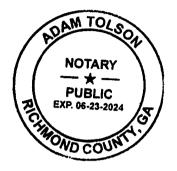
"OWNER" mes R. Leskanich Nancy Jo I

# ACKNOWLEDGMENT

STATE OF ILLINOIS Coorgin S COUNTY OF <u>Coloruhia</u> § COUNTY OF Lolanhia

This instrument was acknowledged before me this  $19^{44}$  day of <u>Novomber</u>,  $20 \ge 0$  by James R. Leskanich

[SEAL]



Notary Public for the State of Hinois Geogrie M My commission expires: 06/23/2024Commission No.: 1/A

## ACKNOWLEDGMENT

STATE OF HELMOIS Cooryid As COUNTY OF <u>Colcaub</u>ia § COUNTY OF <u>Columbia</u>

This instrument was acknowledged before me this  $19^{\text{H}}$  day of  $100^{\text{H}}$  day of  $20^{\text{H}}$  by Nancy Jo Leskanich

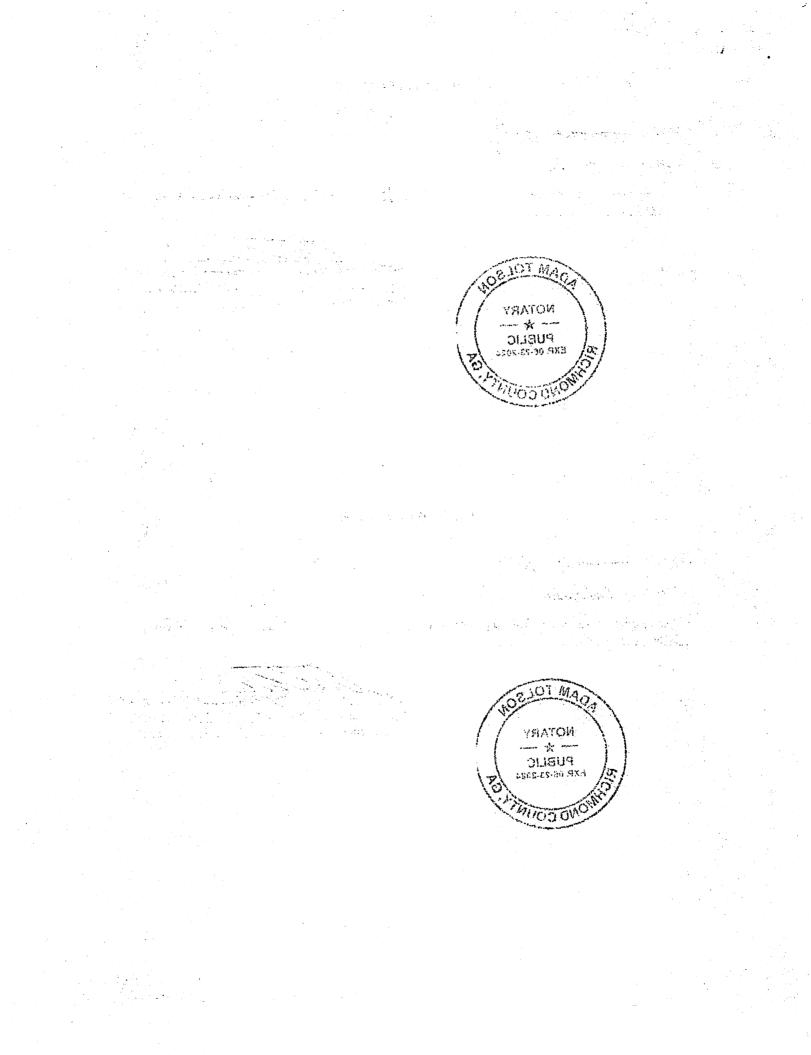
[SEAL]



an

Notary Public for the State of Illinois GO ON The Al My commission expires: 06/23/2024 Commission No.:

3



"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

S

By

Name: Blake Rasmussen Title: Authorized Signatory

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this **22** ay of <u>December, 2020</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>

## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

The Southwest 1/4 of the Northwest Fractional 1/4 of Section 1, in Township 30 North, Range 7 East of the Third Principal Meridian, in Livingston County, Illinois, Subject to the Right-of-Way of the Chicago, Indiana and Southern Railroad Company, and Except That Part Thereof Heretofore Conveyed to the State of Illinois for Highway Purposes as More Particularly Described in the Right-of-Way Deeds Recorded in Book 187 at Page 402 and in Book 187 at Page 444 in the Office of the Recorder of Deeds of Livingston County, Illinois.

PIN: 05-05-01-100-002: Farm Land: 38.05 acres, more or less.

**Common Address: Dwight Township.** 

# ( <u>Tract 2:</u>

Tract 1:

The Southwest 1/4 of Section 1, Township 30 North, Range 7 East of the Third Principal Meridian, in Livingston County, Illinois, Subject to the Right-of-Way of the Chicago, Indiana and Southern Railroad Company and Except That Part Thereof Heretofore Conveyed to the State of Illinois for Highway Purposes as More Particularly Described in the Right-of-Way Deeds Recorded in Book 187 at Page 402 and in Book 187 at Page 444, in the Office of the Recorder of Deeds of Livingston County, Illinois, and Further Excepting Therefrom the Following:

That Part of the Southwest 1/4 of Section 1, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, Bounded and Described as Follows: Beginning at the Point of Intersection of the West Line of the Southwest 1/4 and the North Right-of-Way Line of Illinois Route 17, Which Point is 60.00 Feet North from the Southwest Corner of the Said Southwest 1/4 and Running; Thence North 2002.58 Feet; Thence East 197.00 Feet; Thence South 351.58 Feet; Thence West 107.00 Feet; Thence South 1651.00 Feet to Said North Right-of-Way Line of Illinois Route 17; Thence West Along Said North Right-of-Way Line 90.00 Feet to the Point of Beginning.

## Also Excepting Therefrom the Following:

That part of the Southwest Quarter of Section 1, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, described as follows: Beginning at a point on the North Right of Way line of Illinois Route 17, which point is 122 feet East from the West line of the said Southwest Quarter of said Section 1 and running thence North perpendicular to said North line 256 feet, thence East parallel with the said North line 256 feet, thence South 256 feet to the North right of way line of said Illinois Route 17, thence West along said North right of way line 256 feet to the point of beginning, containing 1.5 acres more or less.

PIN:05-05-01-300-005: Farm Land: 148.67 acres, more or less.

Common Address: Dwight Township: Dwight, Illinois 60420.

# $\sqrt{\frac{\text{Tract 3:}}{\text{Tract 3:}}}$

The West 20 acres of the East 50 acres of the West 114 acres of the Southeast Quarter of Section 2, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, except that portion deeded to the State of Illinois recorded March 28, 1972 in Book 328 at page 233.

PIN: 05-05-02-400-008: Farm Land: 20 acres, more or less.

## Common Address: Dwight Township.

# Tract 4:

The East 40 acres of the Southeast Quarter of Section 2, Township 30 North, Range 7 East of the Third Principal Meridian in Livingston County, Illinois, except that part or parts thereof conveyed and sold to the State of Illinois for highway purposes, and except rail road right of way.

## PIN: 05-05-02-400-010: Farm Land: 40 acres, more or less.

## Common Address: Dwight Township.

# ( <u>Tract 5:</u>

The West 20 acres of the East 92 acres of the West 120 acres of the Southeast Quarter of Section 2, Township 30 North, Range 7 East of the Third Principal Meridian, except that part of parts thereof conveyed and sold to the State of Illinois for highway purposes and except railroad right of way. Situated in Livingston County, Illinois. Also excepting therefrom: Part of the West 20 acres of the East 92 acres of the West 120 acres of the Southeast Quarter of Section 2, Township 30 North, Range 7 East of the Third Principal Meridian and also a part of the West 22 acres of the East 72 acres of the West 120 acres of the Southeast Quarter of said Section 2, except that part or parts thereof conveyed and sold to the State of Illinois for highway purposes and except the railroad right-of-way, more particularly described as follows: Commencing at the Southwest Corner of the Southeast Quarter of said Section 2; thence North 89° 10' 54" East on the South Line of the Southeast Quarter of said Section 2 for a distance of 545.00 feet; thence North 00° 49' 06" West, 60.00 feet to the North right-of-way line of F.A. Route 18 (Illinois Route 17) according to the right-of-way plat recorded on February 17, 1972 as Document #344696 in Plat Book 1 at Page 28 in Livingston County Recorder's Office, also being the point of beginning; thence continuing North 00° 49' 06" West, 500.00 feet, thence North 89° 10' 54" East on a line parallel with the South Line of the Southeast Quarter of said Section 2 for a distance of 500.00 feet; thence South 00° 49' 06" East, 500.00 feet to North right-of-way line of said F.A. Route 18; thence South 89° 10' 54" West on the North right-of-way line of said F.A. Route 18 for a distance of 500.00 feet to the point of beginning, containing 5.739 acres, more or less, located in Dwight Township, Livingston County, Illinois.

## PIN: 05-05-02-400-011: Farm Land: 17.82 acres, more or less.

## Common Address: Dwight Township: Dwight, Illinois 60420.

# Tract 6:

The West 22 acres of the East 72 acres of the real estate described as: The West 120 acres of the Southeast Quarter of Section 2, Township 30 North, Range 7 East of the Third Principal Meridian, EXCEPTING THEREFROM that part or parts thereof heretofore conveyed to the State of Illinois for highway purposes, and EXCEPT that portion of the aforesaid parcel of real estate heretofore conveyed to the New York Central Railroad for right of way purposes, (said 120 acre parcel, excluding said exceptions, contains 114 acres, more or less) all such real estate being situated in the County of Livingston and State of Illinois. Also excepting therefrom: Part of the West 20 acres of the East 92 acres of the West 120 acres of the Southeast Quarter of Section 2, Township 30 North, Range 7 East of the Third Principal Meridian and also a part of the West 22 acres of the East 72 acres of the West 120 acres of the Southeast Quarter of said Section 2, except that part or parts thereof conveyed and sold to the State of Illinois for highway purposes and except the railroad right-of-way, more particularly described as follows: Commencing at the Southeast Quarter of said Section 2; thence North 89° 10' 54" East on the South Line of the Southeast Quarter of said

Section 2 for a distance of 545.00 feet; thence North 00° 49' 06" West, 60.00 feet to the North right-of-way line of F.A. Route 18 (Illinois Route 17) according to the right-of-way plat recorded on February 17, 1972 as Document #344696 in Plat Book 1 at Page 28 in Livingston County Recorder's Office, also being the point of beginning; thence continuing North 00° 49' 06" West, 500.00 feet, thence North 89° 10' 54" East on a line parallel with the South Line of the Southeast Quarter of said Section 2 for a distance of 500.00 feet; thence South 00° 49' 06" East, 500.00 feet to North right-of-way line of said F.A. Route 18; thence South 89° 10' 54" West on the North right-of-way line of said F.A. Route 18 for a distance of 500.00 feet to the point of beginning, containing 5.739 acres, more or less, located in Dwight Township, Livingston County, Illinois.

PIN: 05-05-02-400-013: Farm Land: 18.44 acres, more or less.

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Common Address: Dwight Township: East 3200 North Road, Dwight, Illinois 60420.

The land described herein contains a total of 282.98 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/03/2020 02:05:12PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

# MEMORANDUM OF OPTION AND EASEMENT

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PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

363

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

## **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2019 ("Effective Date"), by and between Darlene D. Lithgow, represented herein by Norval Wiemken, attorney-in-fact, whose address is 123 East South Street, Dwight, Illinois 60420 (together with her successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

## WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" Darlene D. Lithgow

P.O.A.

Norval Wiemken, attorney-in-fact

#### ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF \_\_\_\_\_\_\_S

This instrument was acknowledged before me this	27 day of November, 2019 by Lithgow
	Notary Public for the State of Illinois My commission expires: 47-12-20
JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires April 12, 2020	Commission No.: ¥9290 c

## "DEVELOPER"

33

Illinois Generation LLC, a Delaware limited liability company

By: R asmussen Name: 💋 Title: A Signato

## **CORPORATE ACKNOWLEDGMENT**

STATE OF Tex § § § COUNTY OF HAM

The foregoing instrument was acknowledged before me this 23 day of December 20\_0, by December 20\_0, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of My commission expires: Commission No.:

[SEAL]



## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

The Southeast Quarter (SE <sup>1</sup>/<sub>4</sub>) of Section 28, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, EXCEPT approximately 5 acres set forth in deed recorded in Book 346 at page 286.

PIN: 06-06-28-400-002: Farm Land: 155 acres, more or less

**Common Address: Round Grove Township** 

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 10/20/2020 02:47:58PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

## MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of ..., 2020 ("Effective Date"), by and between Shirley Lucus, also known as, Shirley M. Lucus, represented herein by Sheryl Landstrom, attorney-in-fact, whose address is 502 Boulder Street, Heyworth, Illinois 61745 (together with her successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" Shirley Lucus, also known as, Shirley M. Lucus

By: Sheryl Landstrom

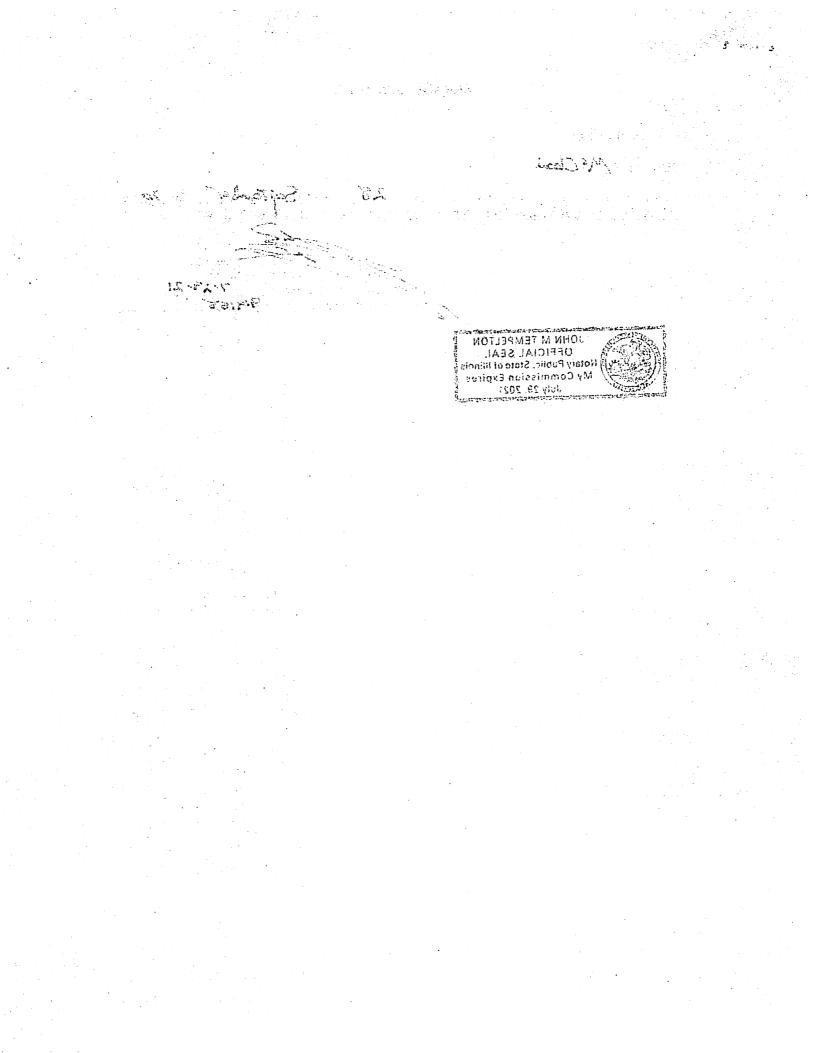
Sheryl Landstrom, attorney-in-fact

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# ACKNOWLEDGMENT

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STATE OF ILLINOIS	ş
COUNTY OF MCChan	9 §
This instrument was acknowle Sheryl Landstrom, as attorned	edged before me this 28 day of 5777, 20 20 by y-in-fact for Shirley Lucus, also known as, Shirley M. Lucus
	A Star
[SEAL]	My commission expires: 7-29-21
	Commission No.: 914155
JOHN M TEM OFFICIAL	SEAL
Notary Public, Sta My Commissio July 29, 2	on Expires



"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

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By:

Name<u>: Blake Rasmussen</u> Title: Authorized Signatory

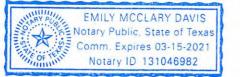
# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this **1** day of <u>October</u> 2020, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>

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Emily MELOW-Laurio

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## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

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The South 40.92 acres of Lot Two (2) of the Northwest Quarter (NW ¼) of Section Five (5); Also the North 4.08 acres of Lot One (1) of the Northwest Quarter (NW ¼) of Section (5); Also the North Forty (40) acres of Lot Two (2) of the Northwest Quarter (NW ¼) of Section Five (5); all in Township 30 North, Range Eight East of the Third Principal Meridian, situated in the County of Livingston, in the State of Illinois. EXCEPTING THEREFROM: That part of Government Lot 2 of the Northwest ¼ of Section 5, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at a point on the West Line of said Northwest ¼, which point is 1367.68 feet North from the Southwest corner of said Northwest ¼, and running; thence North 01°-57'-07" West, along said West Line, 314.00 feet; thence North 88°-41'-23" East, 442.00 feet; thence South 01°-57'-07" East, parallel with said West Line. 30.64 feet; and thence South 88°-41'-23" West, 242.00 feet to the point of beginning. Containing 3.33 acres, more or less.

PIN: 06-06-05-100-018: Farm Land: 81.67 acres, more or less.

Common Address: Round Grove Township: Dwight, Illinois 60420.

## Tract 2:

Lot 3 of the Northwest Quarter of Section 5, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-05-100-001: Farm Land: 48.55 acres, more or less.

**Common Address: Round Grove Township.** 

The land described herein contains a total of 130.22 acres, more or less.

Illinois - Memorandum of Option for Easement 2-15-17

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 09/10/2020 11:14:52AM KRISTY A MASCHING **COUNTY CLERK & RECORDER REC FEE:** 17.00RHSPS FEE: 9.00 GIS FEE: 20.00AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC 63 ° c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

#### **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of <u>OLDHANDUR</u>, 2020 ("Effective Date"), by and between Bruce Lundin, as Trustee under the provisions of a Trust Agreement dated the 10<sup>th</sup> day of January, 2008 and known as the Bruce Lundin Declaration of Trust, whose address is 15495 Pettengill Road, Empire, Michigan 49630 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at

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Illinois - Memorandum of Option for Easement 2-15-17

Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Bruce Lundin, as Trustee under the provisions of a Trust Agreement dated the 10th day of January, 2008 and known as the Bruce Lundin Declaration of Trust

Illinois - Memorandum of Option for Easement 2-15-17

## ACKNOWLEDGMENT

# STATE OF <u>MI</u> COUNTY OF <u>Benzie</u>

This instrument was acknowledged before me this 18th day of a constant day of 20 by Bruce Lundin, as Trustee under the provisions of a Trust Agreement dated the 10th day of January, 2008 and known as the Bruce Lundin Declaration of Trust

AMANDA STACY NOTARY PUBLIC [SEAL] BENZIE COUNTY MI My Commission Exp. Feb 26 2024 Acting in the county of Denzie

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mandle Notary Public for the State of

My commission expires: 2 24 2024 Commission No.: NIA

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"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

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By

Name: <u>Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

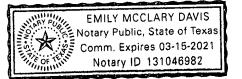
#### **CORPORATE ACKNOWLEDGMENT**

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 3 day of 3 day o

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.:<u>131046982</u>

## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

The Southwest Quarter of Section 22, Township 30 North, Range 7 East of the Third Principal Meridian, EXCEPT that part conveyed to the State of Illinois by Deeds recorded as Document Numbers 478596 and 478597, and ALSO EXCEPTING THE FOLLOWING DESCRIBED TWO TRACTS:

## TRACT 1:

That part of the Southwest Quarter of Section 22, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at a point on the West line of said Southwest Quarter, which point is 2012 feet North from the Southwest corner of said Southwest Quarter, and running; thence North 89 degrees 58 minutes 56 seconds East 1241.74 feet; thence South 00 degrees 30 minutes 32 seconds West 271.75 feet; thence South 89 degrees 28 minutes 53 seconds East 223.33 feet thence North 02 degrees 20 minutes 36 seconds East 176.60 feet; thence South 89 degrees 46 minutes 19 seconds East 155 feet to a point hereinafter referred to as Point A; thence North 01 degree 23 minutes 37 seconds East 115 feet; thence South 89 degrees 26 minutes 22 seconds East 72.65 feet; thence North 03 degrees 47 minutes 30 seconds East 392.84 feet; thence North 89 degrees 13 minute 36 seconds West 128.20 feet; thence South 03 degrees 45 minutes 38 seconds West 138.62 feet thence North 89 degrees 22 minutes 31 seconds West 341.55 feet; thence South 06 degrees 16 minutes 52 seconds West 141.53 feet; thence South 49 degrees 17 minutes 55 seconds West 116.70 feet; thence North 89 degrees 29 minutes 10 seconds West 1143.57 feet to said West line; and thence South 00 degrees 00 minutes 37 seconds West, along said West line, 69.27 feet to the Point of Beginning, EXCEPTING therefrom that part within the Right of Way of Illinois Route 47; containing 6.90 acres, more or less, said parcel to benefit by an easement for well access and service said easement being 20 feet in width and lying 10 feet on either side of the following described centerline; beginning at Point A, as heretofore mentioned, and running; thence North 01 degree 23 minutes 37 seconds East 43.40 feet to the point of beginning for said centerline; thence South 88 degrees 36 minutes 23 seconds East, along said centerline 222.18 feet to said well, together with a circular easement area, with a radius of 30 feet, centered on said well. Said part also subject to an easement for ingress and egress over and across the most westerly 250 feet of said part.

#### TRACT 2:

That part of the Southwest Quarter of Section 22, Township 30 North, Range 7 East of the Third Principal Meridian, described as commencing at a point on the West line of said Southwest Quarter, which point is 2012 feet North (2012.20 feet, measured) from the Southwest corner of said Southwest Quarter, said point being a Southwest corner of the parcel of land described in the Warranty Deed recorded as Document Number 00542150; thence North 00 degrees 01 minutes 39 seconds West, 69.18 feet (North 00 degrees 00 minutes 37 seconds East, 69.27 feet, record) on said West line, to a Northwest corner described in said Warranty Deed; thence South 89 degrees 31 minutes 23 seconds East, (South 89 degrees 29 minutes 10 seconds East, record) on a North line of said parcel, 55.05 feet to the East Right of Way line of Illinois Route 47 and to the point of beginning: thence continuing South 89 degrees 31 minutes 23 seconds East, (South 89 degrees 29 minutes 10 seconds East, record) on said North line, 1088.53 feet to a Northerly corner of said parcel; thence North 49 degrees 11 minutes 30 seconds East, on a Westerly line of said parcel, 116.70 feet (North 49 degrees 17 minutes 55 seconds East, 116.70 feet record) to a Westerly corner of said parcel; thence North 06 degrees 19 minutes 44 seconds East, on a Westerly line of said parcel, 141.53 feet (North 06 degrees 16 minutes 52 seconds East, 141.53 feet. record) to a Northerly corner of said parcel; thence South 10 degrees 14 minute 55 seconds West, 141.88 feet; thence South 47 degrees 51 minutes 08 seconds West, 106.29 feet; thence North 89 degrees 50 minutes 20 seconds West, 1088.39 feet to the point of beginning; all situated in the County of Livingston, in the State of Illinois; containing 150.489 acres.

PIN: 05-05-22-300-003: Farm Land: 150.489 acres, more or less.

**Common Address: Dwight Township.** 

Illinois - Memorandum of Option for Easement 2-15-17



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 09/24/2020 10:55:13AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 6

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of September 9, 2020 ("Effective Date"), by and between Lester F. Lydigsen, Jr. and Evelyn M. Lydigsen, husband and wife, whose address is 30733 East 3200 North Road, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Lester F. Lydigsen, Jr.

geligien Evelyn M. Lydigsen

# ACKNOWLEDGMENT

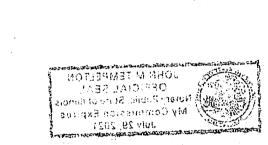
STATE OF ILLINOIS § COUNTY OF Livingston §	
This instrument was acknowledged before me this Lester F. Lydigsen, Jr.	<u>21</u> day of <u>Agust</u> , 20 20 by
[SEAL]	Notary Public for the State of Illinois My commission expires: 7-29-21 Commission No.: 914155



## ACKNOWLEDGMENT

COUNTY OF Livingston §	
This instrument was acknowledged before me this Evelyn M. Lydigsen	21 day of <u>August</u> , 20 20 by
[SEAL]	Notary Public for the State of Illinois My commission expires: 7.29-21
	Commission No.: 914155





JOHN M TEMPELTON JOHN M TEMPELTON OFFICIAL SEAL My Commission Expinos July 29, 2021

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"DEVELOPER"

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Illinois Generation LLC, a Delaware limited liability company

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By:

Name: <u>Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

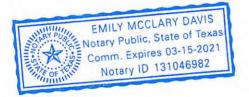
# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this <u>4</u> day of <u>2020</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.:<u>131046982</u>

## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

Part of the East Half of the Southeast Quarter of Section Six (6), Township Thirty (30) North, Range Eight (8), East of the Third Principal Meridian, Livingston County, Illinois, described as follows: Beginning at a point on the South line of the East Half of the Southeast Quarter of said Section Six (6), Township Thirty (30) North, Range Eight (8), East of the Third Principal Meridian, which point is 261.59 feet West of the Southeast Counter of said Section Six (6), thence North perpendicular to the South line of said Section Six (6), a distance of 300 feet, thence West perpendicular to the last described line a distance of 284.09 feet, thence South perpendicular to the last described line for a distance of 300 feet to the South line of said Section Six (6), thence East along the South line of said Section Six (6), a distance of 284.09 feet, more or less, to the place of beginning, EXCEPT the South 70 feet of the above described parcel.

## PIN: 06-06-06-400-006: Farm Land: 1.5 acres, more or less.

Common Address: Round Grove Township: 30733 East 3200 North Road, Dwight, Illinois 60420.

#### Tract 2:

The East Half of the Southeast Quarter of Section 6, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, **EXCEPT:** Beginning at a point on the South line of the East Half of the Southeast Quarter of said Section 6, Township 30 North, Range 8 East of the Third Principal Meridian which point is 261.59 feet West of the Southeast corner of said East Half of the Southeast Quarter of said Section 6, thence North perpendicular to the South line of said Section 6, a distance of 300 feet, thence West perpendicular to the last described line a distance of 284.09 feet, thence South perpendicular to the last described line of said Section 6, thence East along the South line of said Section 6, a distance of 284.09 feet, more or less, to the place of beginning.

#### PIN: 06-06-06-400 005: Farm Land: 74.84 acres, more or less.

#### **Common Address: Round Grove Township.**

#### Tract 3:

The South 36.61 acres of Lot 1 of the Northwest Fractional Quarter of Section 5, Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois, except the railroad right-of-way across the South end of said premises, in Livingston County, Illinois. EXCEPT: That part of the Northwest Quarter of Section 5, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, described as follows: Beginning at a point on the West line of said Northwest Quarter, which point is 1167.68 feet North of the Southwest Corner of said Northwest Quarter, and running thence South 90 Degrees 00 Minutes 00 Seconds East 649.04 feet, to the center of a ditch; thence South 03 Degrees 15 Minutes 52 Seconds West, along said ditch centerline, 110.55 feet; thence South 14 Degrees 35 Minutes 03 Seconds West, along said ditch centerline, 107.11 feet; thence South 25 Degrees 54 Minutes 15 Seconds West, along said ditch centerline, 113.45 feet; thence South 36 Degrees 58 Minutes 03 Seconds West, along said ditch centerline, 107.07 feet; thence South 40 Degrees 13 Minutes 14 Seconds West, along said ditch centerline, 107.36 feet; thence South 47 Degrees 06 Minutes 46 Seconds West, along said ditch centerline, 108.50 feet; thence South 51 Degrees 14 Minutes 14 Seconds West, along said ditch centerline, 108.19 feet; thence South 55 Degrees 37 Minutes 52 Seconds West, along said ditch centerline, 100.40 feet; thence South 48 Degrees 40 Minutes 14 Seconds West, along said ditch centerline, 106.62 feet; thence South 49 Degrees 49 Minutes 31 Seconds West, along said ditch centerline, 60.58 feet; thence South 44 Degrees 42 Minutes

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48 Seconds West, along said ditch centerline, 71.16 to a point on the West line of said Northwest Quarter; thence North 00 Degrees 38 Minutes 30 Seconds West, along said West line 841.97 feet to the Point of Beginning, containing 8.15 acres, more or less, in Livingston County, Illinois.

### PIN: 06-06-05-100-015: Farm Land: 32.56 acres, more or less.

#### **Common Address: Round Grove Township.**

#### Tract 4 (Containing 2 Parcels):

#### Parcel 1:

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The South 40 acres of the North 44.08 acres of Lot 1 in the Northwest Quarter of Section 5, Township 30 North, Range 8 East of the Third Principal Meridian, as said Tract is more particularly delineated in Plat recorded in Plat Book 7 at Pages 34 and 35 and designated as the Alma M. Lydigsen Tract, in Livingston County, Illinois, EXCEPT: That part of Lot 1 of the Northwest One-Quarter of Section 5, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and describe as follows: Beginning at a point on the West line of said Northwest One-Quarter, which point is 1267.04 feet North from the Southwest Corner of said Northwest One-Quarter, and running thence East, along the South line of the North 4.08 acres of said Lot 1, and South Line having been established by Survey of July 1, 1937 and recorded in the Recorder's Office of said County May 12, 1955 in Book 7 Page 34, 665 feet; thence Southwesterly 100.45 feet, thence West, along a line parallel with said South Line of North 4.08 acres, 649.04 feet to the said West line; and thence North along said West line, 99.36 feet to the point of beginning. Said Exception containing 1.50 acres of land, more or less. ALSO EXCEPT: That part of the Northwest Quarter of Section 5, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, described as follows: Beginning at a point on the West line of said Northwest Quarter, which point is 1167.68 feet North of the Southwest Corner of said Northwest Quarter, and running thence South 90 Degrees 00 Minutes 00 Seconds East 649.04 feet, to the center of a ditch; thence South 03 Degrees 15 Minutes 52 Seconds West, along said ditch centerline, 110.55 feet; thence South 14 Degrees 35 Minutes 03 Seconds West, along said ditch centerline, 107.11 feet; thence South 25 Degrees 54 Minutes 15 Seconds West, along said ditch centerline, 113.45 feet; thence South 36 Degrees 58 Minutes 03 Seconds West, along said ditch centerline, 107.07 feet; thence South 40 Degrees 13 Minutes 14 Seconds West, along said ditch centerline, 107.36 feet; thence South 47 Degrees 06 Minutes 46 Seconds West, along said ditch centerline, 108.50 feet; thence South 51 Degrees 14 Minutes 14 Seconds West, along said ditch centerline, 108.19 feet; thence South 55 Degrees 37 Minutes 52 Seconds West, along said ditch centerline, 100.40 feet; thence South 48 Degrees 40 Minutes 14 Seconds West, along said ditch centerline, 106.62 feet; thence South 49 Degrees 49 Minutes 31 Seconds West, along said ditch centerline, 60.58 feet; thence South 44 Degrees 42 Minutes 48 Seconds West, along said ditch centerline, 71.16 to a point on the West line of said Northwest Quarter; thence North 00 Degrees 38 Minutes 30 Seconds West, along said West line 841.97 feet to the Point of Beginning, containing 8.15 acres, more or less, in Livingston County, Illinois.

#### Parcel 2:

That part of Lot 1 of the Northwest ¼ of Section 5, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Commencing at a point on the West line of said Northwest One-Quarter, which point is 1267.04 feet North from the Southwest Corner of said Northwest One-Quarter, and running: thence East along the South line of the North 4.08 acres of said Lot 1, said South line having been established by Survey of July 1, 1937 and recorded in the Record's Office of said County May 12, 1955 in Book 7, Page 34, 665 feet to the Point of Beginning; thence East, along said South Line, 2003.68 feet to the East Line of said Northwest One-Quarter; thence West, parallel with said South line, 1998.67 feet; and thence Southeasterly 33.01 feet to the Point of Beginning, containing 1.50 acres of land, more or less.

#### PIN: 06-06-05-100-13: Farm Land: 32.89 acres, more or less.

#### **Common Address: Round Grove Township.**

The land described herein contains a total of 141.79 acres, more or less.

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 12/17/2019 10:07:31AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES:

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. (23 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

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## **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2019 ("Effective Date"), by and between Ryan E. Hansen, whose address is 326 West Delaware Street, Dwight, Illinois 60420 (together with his successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" ap E. Hansen

#### ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF Livingston §	
This instrument was acknowledged befor <u>Ryan E. Hansen</u>	re me this <u>30th</u> day of <u>October</u> , 2019 by
[SEAL]	Notary Public for the State of Allhois
NOTARY PUBLIC STATE OF ILLWOIS NOTARY AUGUST STATE OF ILLWOIS May 23, 2021	My commission expires: 5 123/2021 Commission No.: 440875
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#### "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: Rasmusson KP Name: signator onzed Title: A

#### CORPORATE ACKNOWLEDGMENT

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STATE OF LEXAS COUNTY OF Harris

The foregoing instrument was acknowledged before me this 3 day of December 20 19, by Blake Rasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of <u>Pexas</u> My commission expires: <u>3-15-2021</u> Commission No.: <u>13/04/6982</u>

[SEAL]



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#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

The West Half of the West Half of the Northeast Quarter of Section 28, Township 30 North, Range 8 East of the Third Principal Meridian; situated in Livingston County, Illinois.

PIN: 06-06-28-200-003: Farm Land: 40 acres, more or less.

Common Address: 2900 North Road, Cardiff, Illinois

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#### 2021R-05133

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 10/14/2021 09:06:38AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: \$17.00 RHSPS FEE: \$9.00 GIS FEE: \$20.00 AUTO FEE: \$12.00 DOC STOR FEE: \$5.00

PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of OCHORNO, 2021 ("Effective Date"), by and between George W. Hoffman and Pauline Jo Hoffman, also known as Pauline J. Hoffman, husband and wife, whose address is 11220 South Gorman Road, Gardner, Illinois 60424 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

'OWNEF George W/Hoffman

Pauline Jo Hoffman, also known as Pauline J. Hoffman

#### ACKNOWLEDGMENT

STATE OF ILLINOIS \$ 80 G COUNTY OF ş This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_ 20\_**21** by Septe George W. Hoffman [SEAL] Notary Public for the State of Illinois フ・スターえた My commission expires:\_\_ 914155 Commission No.: JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires July 29, 2022 STATE OF ILLINOIS GA COUNTY OF September, 20 21 by This instrument was acknowledged before me this \_ <u>えん</u> day of \_\_\_ Pauline Jo Hoffman, also known as Pauline J. Hoffman Notary Public for the State of Illinois [SEAL] 7-29.22 My commission expires: 914155 Commission No.:\_ JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires July 29, 2022

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

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Name: Blake Rasmussen Title: <u>Authorized Signatory</u>

#### CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u> §

The foregoing instrument was acknowledged before me this  $\square$  day of October, 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

EMILY MCCLARY-DAVIS My Notary ID # 131046982 Expires March 15, 2025

Notary Public for the State of <u>TEXAS</u> My commission expires: <u>3-15-2025</u> Commission No.: <u>131046982</u>

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

The West 120 acres of the Southwest Quarter of Section 9, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPTING therefrom the West 821.67 feet of the South 926.47 feet thereof.

PIN: 06-06-09-300-016: Farm Land: 104.27 acres, more or less.

Common Address: Round Grove Township: Dwight, Illinois 60420.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 03/10/2021 10:38:05AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC 62 c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of Pauline Jo Hoffman, husband and wife, whose address is 11220 South Gorman Road, Gardner, Illinois 60424 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

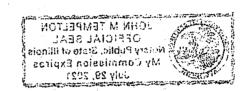
"OWNER"

George W. Hoffman

Pauline Jo Hoffmar

#### ACKNOWLEDGMENT

This instrument was acknowledged before me this George W. Hoffman	s_iG_day of February, 2021 by
	hin
SEAL]	Notary Public for the State of Illinois My commission expires: 7-29-21 Commission No.: 914195
JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires July 29, 2021	
STATE OF ILLINOIS §	
COUNTY OF Grandy §	
	a day of February, 20 21 by
This instrument was acknowledged before me this	Notary Public for the State of Illinois My commission expires: 7-29-21



Marine JOHN M TEMPELTON OFFICIAL SEAL Notary Public, Stata of Him.sis My Commission Expires July 28, 2021 · . . ·

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By:

Name: Blake Rasmussen Title: <u>Authorized Signatory</u>

#### CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u> §

The foregoing instrument was acknowledged before me this day of February, 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

Notary Public for the State of TEXAS

My commission expires:<u>3-15-2021</u> Commission No.:<u>131046982</u>

EMILY MCCLARY DAVIS Notary Public, State of Texas Comm. Expires 03-15-2021 Notary ID 131046982

#### **EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT**

#### **DESCRIPTION OF THE PROPERTY**

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Tract 1: The North 521.88 feet of the South 1,171.30 feet of the Northwest Quarter, together with the North 521.88 feet of the South 1,171.30 feet of the West 40 acres of the Northeast Quarter, all in Section 9, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-09-100-015 and 06-06-09-200-010: Farm Land: 40 acres, more or less.

**Common Address: Round Grove Township.** 

#### Tract 2:

The South 649.42 feet of the Northwest Quarter, together with the South 649.42 feet of the West 40 acres of the Northeast Quarter, all in Section 9, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-09-100-016 and 06-06-09-200-011: Farm Land: 49.75 acres, more or less.

**Common Address: Round Grove Township.** 

The land described herein contains a total of 89.75 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 11/05/2020 02:58:13PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEF: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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#### (Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of OCTOOR 210, 2020 ("Effective Date"), by and between George W. Hoffman, whose address is 11220 South Gorman Road, Gardner, Illinois 60424 (together with his successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur

of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

#### ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF GRUNDY

This instrument was acknowledged before me this <u>23</u> day of <u>SEPTEMBER</u>, 20<u>20</u> by <u>George W. Hoffman</u>.

00 00 00

[SEAL]

Notary Public for the State of Illinois My commission expires: 03032074Commission No.: 908981





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"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

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By

Name<u>: Blake Rasmussen</u> Title: Authorized Signatory

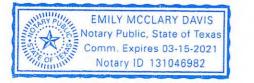
CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 22 day of <u>October 2020</u>, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.:<u>131046982</u>

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

<sup>(</sup>That part of the East 160 acres of the North Half of Section 18, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Commencing at the Northeast Corner of said Section 18, and running; thence South 89°-55'-47" West, along the North Line of said Section 18, 1638.21 feet to the point of beginning; thence South 89°-55'-47" West, along said North Line, 1009.81 feet; thence South 01°-08'-14" East, along the West Line of said East 160 acres of the North Half, 2650.80 feet to the Southwest Corner of said East 160 acres; thence North 89°-57'-54" East, along the South Line of said North Half of Section 18, 1009.82 feet; and thence North 01°-08'-14' West, parallel with said West Line of the East 160 acres, 2651.42 feet to the point of beginning. Containing 61.45 acres, more or less.

PIN: 06-06-18-200-007: Farm land: 61.45 acres, more or less.

**Common Address: Round Grove Township.** 



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 03/10/2021 10:38:03AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 6

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2000 23 ..., 2021 ("Effective Date"), by and between Howard J. Miller, as Trustee under the provisions of a trust agreement known as the Howard J. Miller Trust dated June 20<sup>th</sup>, 2006, whose address is 131 Twisted Oak Trail, Elloree, South Carolina 29047 and Paul Miller, also known as, Paul E. Miller, whose address is 821 South Cheryl Lane, Kankakee, Illinois 60901 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to

wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER How anoply Ming\_

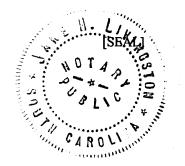
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Howard J. Miller, as Trustee under the provisions of a trust agreement known as the Howard J. Miller Trust dated June 20th, 2006

#### ACKNOWLEDGMENT

STATE OF Son H for a ling \$ COUNTY OF ORENGE by \$

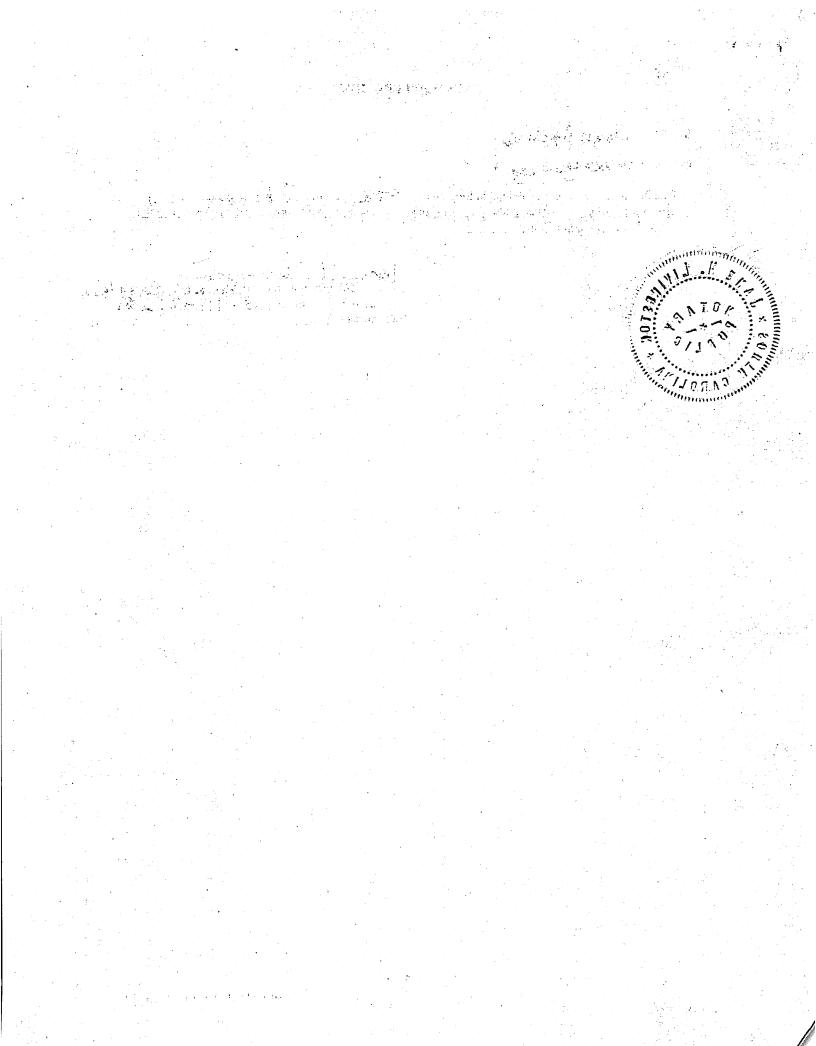
This instrument was acknowledged before me this <u>ST-h</u> day of <u>Fe here for</u>, 20<u>2</u>) by <u>Howard J. Miller</u>, as <u>Trustee under the provisions of a trust agreement known as the Howard J. Miller</u> Trust dated June 20th, 2006



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otary Public for the State of \_\_\_\_\_ ARULINA n a

<u>. .</u> My commission expires:\_ 2018 13 Commission No.:



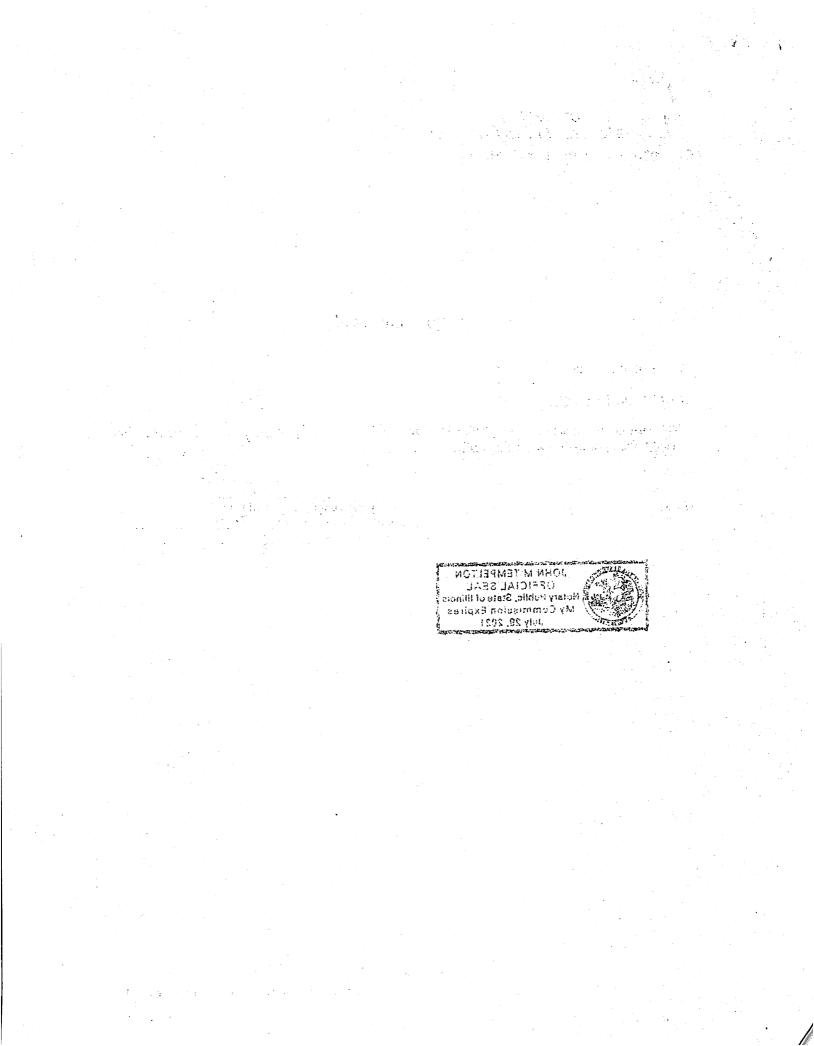
"OWNER"

Ml C

Paul Miller, also known as, Paul E. Miller

#### ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF <u>Kollador</u> § This instrument was acknowledged before me this <u>29</u> day of <u>Journy</u>, 20 2( by <u>Paul Miller, also known as, Paul E. Miller</u> [SEAL] Notary Public for the State of Illinois My commission expires: <u>7-29-2(</u> Cogmission No.: <u>914475-5</u> JOHN M TEMPELTON OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires July 29, 2021



"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By

Name: <u>Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

#### **CORPORATE ACKNOWLEDGMENT**

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u> §

[SEAL]

The foregoing instrument was acknowledged before me this 22 day of February, 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Emly Mccarybairs

Notary Public/for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: <u>131046982</u>



#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

# Tract 1:

The East Half of the Southwest Quarter of Section 24, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-24-300-002: Farm Land: 80 acres, more or less.

Common Address: Dwight Township: 29353 East 2900 North Road, Dwight, Illinois 60420.

## Tract 2:

The Northeast Quarter of Section 24, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-24-200-001 and 05-05-24-200-002: Farm Land: 160 acres, more or less.

Common Address: Dwight Township: 29353 East 2900 North Road, Dwight, Illinois 60420.

#### /<u>Tract 3:</u>

The East Half of the Southeast Quarter of Section 23, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-23-400-002: Farm Land: 80 acres, more or less.

**Common Address: Dwight Township.** 

Tract 4:

The North Half of the Northwest Quarter of Section 25, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-25-100-001: Farm Land: 80 acres, more or less.

**Common Address: Dwight Township.** 

The land described herein contains a total of 400 acres, more or less.

#### 2023R-04602

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 12/22/2023 08:40:15 AM KRISTY A MASCHING COUNTY CLERK & RECORDER

# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC 888 Westheimer Road, Suite 350 Houston, TX 77006 Attention: Real Estate Legal Department

<b>RECORDER'S AUTOMATION FEE</b>	12.00	
GIS MAINTENANCE FEE	20.00	
RHSPS FEE	18.00	
RECORDING FEE	17.00	
DOC STORAGE FEE	5.00	
PAGES: 7		

(Space above this line for Recorder's use only)

#### **MEMORANDUM OF OPTION AND EASEMENT**

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "**Option Agreement**") which by its terms grants to Developer an option to acquire an easement (the "**Option**") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "**Property**");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) one (1) year after the Effective Date, unless extended for an additional period of four (4) years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or portions thereof, at Developer's option, during a term

commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "**Operating Period**," which Operating Period commences upon the earlier to occur of (a) three (3) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty-two (42) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

#### [SIGNATURE PAGE FOLLOWS]

commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain casements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Illinois Valley Investment Company, an Illinois Corporation

Ulichael T. Vangard

Michael Damgard, President

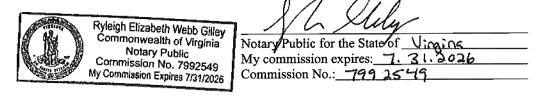
#### ACKNOWLEDGMENT

STATE OF <u>Virgins</u> City COUNTY OF <u>Richmon</u>

\$ \$ \$

This instrument was acknowledged before me this <u>19</u><sup>th</sup> day of <u>October</u>, 20<u>3</u> by <u>Michael Damgard, as President of Illinois Valley Investment Company, an Illinois Corporation</u>.

[SEAL]



"OWNER" COBIONDI, Inc., an Illinois corporation

en' By:

Carol O. Biondi, President

#### ACKNOWLEDGMENT

STATE OF 91 iforn \$ COUNTY OF LOS Hagel &

This instrument was acknowledged before me this d day of Q day

Notary Public for the State of C4 1 q UCDIN

[SEAL]

My commission expires: August 11, 2021 Commission No.: 232464



"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

§ §

By: Name: Title: Authorized Signatory

#### **CORPORATE ACKNOWLEDGMENT**

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u>

> EMILY MCCLARY-DAVIS Notary Public, State of Texas Comm. Expires 03-15-2025 Notary ID 131046982

[SEAL]

The foregoing instrument was acknowledged before me this A day of December, 2023, by <u>MSTACOTMAN</u>, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Unul Mary Dairs

Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2025</u> Commission No.: 131046982

Illinois - Memorandum of Option for Easement 2-15-17

#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

That part of the South Half of Section 27, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, lying West of the former Wabash Railroad right of way, Excepting from said part the following: Commencing at the Northwest Corner of said South Half and running thence South 1 degree 07 minutes 10 seconds East along the West line of said South Half 206.90 feet to the point of beginning, thence North 89 degrees 53 minutes 41 seconds East parallel with the North line of said South Half 628.57 feet; thence South 0 degrees 32 minutes 14 seconds West 366.89 feet; thence North 89 degrees 19 minutes 24 seconds West 618.17 feet to said West line; and thence North 1 degree 07 minutes 10 seconds West along said West line 358.49 feet to the point of beginning, except that portion deed to the State of Illinois, Department of Transportation.

#### PIN: 06-06-27-300-004: Farm Land: 164.12 acres, more or less.

#### **Common Address: Round Grove Township.**

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### 2023R-00934

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 03/21/2023 01:59:09 PM KRISTY A MASCHING COUNTY CLERK & RECORDER

<b>RECORDER'S AUTOMATION FEE</b>	12.00	
GIS MAINTENANCE FEE	20.00	
RHSPS FEE	9.00	
RECORDING FEE	17.00	
DOC STORAGE FEE	5.00	
PAGES: 7		

(Space above this line for Recorder's use only)

### MEMORANDUM OF OPTION AND EASEMENT

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to

1

wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Ofotnancis

Juan Ja F. Francis, as Trustee of the Juanita F. Francis Irrevocable Trust of 2012, dated November 21, 2012

# ACKNOWLEDGMENT

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# STATE OF<u>AVIZINA</u> COUNTY OF <u>MAXILAP</u>A

This instrument was acknowledged before me this <u>13</u> day of <u>UNYUAYU</u>, 20<u>13</u> by <u>Juanita F. Francis, as Trustee of the Juanita F. Francis Irrevocable Trust of 2012, Jated November 21, 2012.</u>

JENNIFER DESIDERIO Notary Public Arizona EAL] Maricopa County Commission # 594629 My Commission Expires December 12, 2024

Notary Public for the State of AV121914 My commission expires: 17.1121 2014 Commission No.: 594.629

"OWNER" S. Kinella

Carolyn E. Kinsella

# ACKNOWLEDGMENT

\$ \$ \$

STATE OF I))inois COUNTY OF LaSalle

[SEAL]

This instrument was acknowledged before me this 22 day of February . 20 23 by Carolyn E. Kinsella

<u>Older Harder</u> Notary Public for the State of <u>Illinois</u> My commission expires: <u>H-12-26</u> Commission No.: <u>950341</u>



"OWNER"

L. Heisner

Susan L. Heisner

# ACKNOWLEDGMENT

STATE OF ILLINOIS \$ \$ \$ COUNTY OF ST. CLAR2

This instrument was acknowledged before me this <u>107</u> day of <u>FEBRUARy</u>20<u>23</u> by Susan L. Heisner

r the State of 🛄 My commis ion expires: At a 209 Confinission No.:

[SEAL]

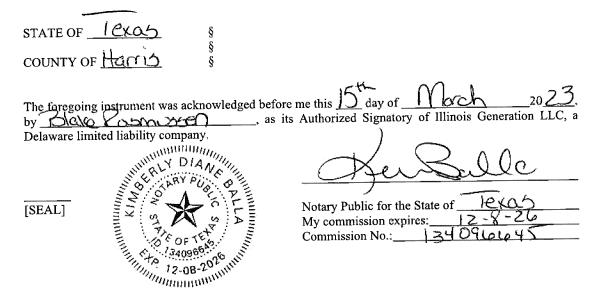
OFFICIAL SEAL SHEILA D PALLARDY Notary Public - State of Illinois My Commission Expires Aug. 30, 2026

# "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: Name: Title:

# CORPORATE ACKNOWLEDGMENT



# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

The East Half of the Northeast Quarter and the East Half of the Southeast Quarter and the East Half of the West Half of the Southeast Quarter, all in Section 17, Township 30 North. Range 8 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPTING from said East Half of the Southeast Quarter the following: beginning at the Northeast corner of the Southeast Quarter and running; thence West along the North line of said Southeast Quarter, 505.00 feet; thence South perpendicular to said North line, 330.00 feet; thence East parallel with said North line 510.53 feet to said East line; thence North along said East line 330.00 feet to the point of beginning, and ALSO EXCEPT that part of said Southeast Quarter dedicated for public right of way by Document No. 411544.

PIN: 06-06-17-400-007: Farm Land: 195.47 acres, more or less.

Common Address: Round Grove Township.

# 2021R-03527

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 07/15/2021 11:07:12AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: \$17.00 RHSPS FEE: \$9.00 GIS FEE: \$20.00 AUTO FEE: \$12.00 DOC STOR FEE: \$5.00

PAGES: 7

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

#### MEMORANDUM OF OPTION AND EASEMENT

### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

The parties desire to enter into this Memorandum of Option and Easement which is to be D. recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer. Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Kint 7. Kally Keith F. Kelly

# ACKNOWLEDGMENT

STATE OF ILLINOIS	ş				
	ş				
COUNTY OF Livingston	ş				
This instrument was acknowl Keith F. Kelly	edged before me this	23 day of	June	, 20 <b>2</b> 1	by
[SEAL]		Notary Public Tor-the My commission expi			
		Commission No.:	914155		
JOHN M TE OFFICIA Notary Public, 3 My Commiss July 29	AL SEAL State of Illinois sion Expires				

"OWNER"

Robert W. Kelly Robert W. Kelly

# ACKNOWLEDGMENT

STATE OF ILLINOIS	\$ 8
COUNTY OF LIVINgSTON	\$
This instrument was acknowle Robert W. Kelly	dged before me this <u>23</u> day of <u>Livingstan</u> , 20 21 by
[SEAL]	Notary Public for the State of Illinois My commission expires: 7-29-21 (Commission No.: 944155
JOHN M TEMPELTO OFFICIAL SEAL Notary Public, State of II My Commission Exp July 29, 2021	linois

"OWNER"

Rick 2769

Rick L. Ketly

# ACKNOWLEDGMENT

STATE OF ILLINOIS	§ 8
COUNTY OF Livingston	ŝ
This instrument was acknowle Rick L. Kelly	edged before me this <u>23</u> day of <u>June</u> , 20 <u>21</u> b
[SEAL]	Notary Public for the State of Illinois My commission expires: 7-29-21 Commission No.: 91415-5
JOHN M TEMP OFFICIAL S Notary Public, State My Commission July 29, 20	PELTON SEAL e of Illinois Expires

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

20: 20:

By:

Name: Blake Rasmussen Title: Authorized Signatory

# CORPORATE ACKNOWLEDGMENT

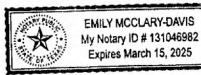
STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u>

The foregoing instrument was acknowledged before me this <u>3</u> day of July, 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

Notary Public for the State of TEXAS

My commission expires: <u>3-15-2025</u> Commission No.: <u>131046982</u>



# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

The North Half (1/2) of the Northwest Quarter (1/4) of Section 30, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois.

PIN: 06-06-30-100-001: Farmland: 52 acres, more or less.

Common Address: Round Grove Township.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 01/22/2020 12:15:41PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 5

# **MEMORANDUM OF OPTION**

# **AND EASEMENT**

1

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

#### **MEMORANDUM OF OPTION AND EASEMENT**

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use

and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

" Loetweet

Norma L. Koltveit

#### ACKNOWLEDGMENT

STATE OF ILLINOIS § § § COUNTY OF LIVING STON

This instrument was acknowledged before me this 19th day of December, 20 19 by Norma L. Koltveit

Notary Public for the State of Illinois, My commission expires: 4 8 20 Commission No.:

\*\*\*\*\*\*

[SEAL]

OFFICIAL SEAL MICHELLE L. RENKEN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES APRIL 08, 2020

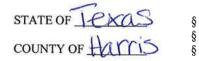
2

## "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: 0 asmussen Name: Title: anatory nonzeo

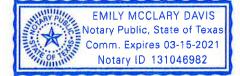
# **CORPORATE ACKNOWLEDGMENT**



The foregoing instrument was acknowledged before me this 13 day of January 20,20, by Blake Rasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of 1000 My commission expires: 3-15-3031 Commission No.: 31040982

[SEAL]



# **EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT**

# **DESCRIPTION OF THE PROPERTY**

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Tract 1: The South Half of the Northeast Quarter of Section 27, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-27-200-003: Farm Land: 80 acres, more or less.

**Common Address: Dwight Township.** 

# Tract 2:

11

The North Half of the Southeast Quarter of Section 27, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-27-400-003: Farm Land: 80 acres, more or less.

**Common Address: Dwight Township.** 

The land described herein contains a total of 160 acres, more or less.

# 2021R-03634

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 07/22/2021 08:35:33AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: \$17.00 RHSPS FEE: \$9.00 GIS FEE: \$20.00 AUTO FEE: \$12.00 DOC STOR FEE: \$5.00

PAGES: 5

# PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

# **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2021 ("Effective Date"), by and between L & L Monferdini Farms LLC, an Illinois (Jimited Liability Company, by Donna J. Monferdini, Manager, whose address is 954 Eichler Drive, Mountain View, California 94040 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

# WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

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ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" L & L Monferdini Farms LLC, an Illinois Limited Liability Company

By: Downaf manfeedaic

Donna J. Monferdinf, Manager

# **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

)
)
IE, NINA RANDALL, NOTARY PUBLIC
Here Insert Name and Title of the Officer
MONTERDINI
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that helph/they executed the same in his/hei/their authorized capacity(les), and that by his/hei/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jundal Signature

Signature of Notary Public

Place Notary Seal Above

NINA RANDALL Notary Public - Catifornia Santa Clara County Commission # 2305759

My Comm. Expires Oct. 16, 2023

**OPTIONAL** -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

# **Description of Attached Document**

Title or Type of Document: MEMORANDUM OF	OPADN AND EASEMENT			
Document Date:	Number of Pages: <u>Pq- 2</u>			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s)				
Signer's Name:	Signer's Name:			
Corporate Officer — Title(s):	Corporate Officer — Title(s):			
□ Partner – □ Limited □ General	□ Partner — □ Limited □ General			
Individual     Attorney in Fact	🗆 Individual 🛛 🗆 Attorney in Fact			
Trustee     Guardian or Conservator	□ Trustee □ Guardian or Conservator			
□ Other:	□ Other:			
Signer Is Representing:	Signer Is Representing:			

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

# "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

§ §

By:

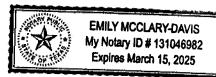
Name: <u>Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

# **CORPORATE ACKNOWLEDGMENT**

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u>

The foregoing instrument was acknowledged before me this 2/2 day of July, 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of TEXAS My commission expires:3-15-2025

Commission No.: <u>131046982</u>

# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

# Tract 1:

The Northwest Quarter of Section 29, Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois.

# PIN: 06-06-29-100-001: Farm Land: 160 acres, more or less.

# **Common Address: Round Grove Township.**

# Tract 2:

The West Half of Section 20, Township 30 North, Range 8 East of the Third Principal Meridian, in Livingston County, Illinois, (except that part described as follows: beginning at the Northwest corner of said Section 20; thence East along the North line of said Section, 1032.2 feet; thence South perpendicular with the North line of said Section, 449.0 feet; thence West parallel with the North line of said Section, 1025.11 feet to the West line of said Section; thence North along the West line of said Section, 449.05 feet to the point of beginning)

PIN: 06-06-20-100-007, 06-06-20-300-002 and 06-06-20-300-003: Farm Land: 309.40 acres, more or less.

**Common Address: Round Grove Township.** 

The land described herein contains a total of 469.40 acres, more or less.



PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

6 1

Illinois Generation LLC c/o Land Dept. (27) 1201 Louisiana St, Suite 3200 Houston, TX 77002 COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 10:07:32AM 12/17/2019 KRISTY A MASCHING **COUNTY CLERK & RECORDER** REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00DOC STOR FEE 5.00

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(Space above this line for Recorder's use only)

# PAGES:

# MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2019 ("Effective Date"), by and between Leila Farms, LLC, an Illinois Limited Liability Company, by Eric C. Patchett, Manager, whose address is 30128 North 3500 East Road, Reddick, Illinois 60961 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Leila Farms, LLC, an Illinois Limited Liability Company

Tatchett, manager

Eric C. Patchett, Manager

#### ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF <u>IVINGS</u>

This instrument was acknowledged before me this <u>1346</u> day of <u>November</u>, 2019 by Eric C. Patchett as Manager of Leila Farms, LLC, an Illinois Limited Liability Company.

Notary (Public for the State of Illinois My commission expires: 10/19120 Commission No.:

[SEAL]

mannanan OFFICIAL SEAL PEGGY PATCHETT NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:10/19/20 

# "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: Rasmussen P Name: norized Title: /

# CORPORATE ACKNOWLEDGMENT

STATE OF Texas § COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 2 day of December 20 19, by Blake Rasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



Notary Public for the State of TEXAS My commission expires: <u>3-15-2091</u> Commission No.: <u>31046983</u>

# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

#### <u>Tract 1:</u>

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The Southwest Quarter of Section 13, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT the railroad right-of-way, and also EXCEPTING Beginning at a point on the West line of said Southwest Quarter, which point is 581 feet North from the Southwest corner of said Southwest Quarter, and running; thence East, perpendicular to said West line, 322 feet; thence North, parallel with said West line, 220 feet; thence West, perpendicular to said West line, 322 feet; and thence South, along said West line, 220 feet to the point of beginning, and also EXCEPTING, Beginning at a point on the West line of said Southwest Quarter, which point is 488.00 feet North from the Southwest Corner of said Southwest Quarter, and running; thence South 89°-18'-55" East 138.00 feet; thence South 00°-00'-00" East 40.00 feet; thence South 89°-18"-55" East 55.00 feet; thence South 07°-30'-32" West 106.00 feet; thence North 89°-35'-02" West 73.95 feet; thence South 00°-00'-00" East 97.00 feet; thence South 89°-18'-55" East 136.00 feet; thence South 55°-32'-32" East 86.30 feet; thence South 89°-18'-55" East 128.00 feet; thence North 00°-00'-00" East 608.85 feet; thence South 89°-59'-57" West 440.33 feet to said West line; and thence South 00°-00'-00" East, along said West line, 313.00 feet to the point of beginning, containing 5.01 acres, more or less.

# PIN: 06-06-13-300-008: Farm Land: 153.27 acres, more or less.

Common Address: Round Grove Township: 30068 North 3500 East Road, Reddick, Illinois 60961

#### Tract 2:

The South Half of the Northwest Quarter of Section 22, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT the North 185 feet of the West 384.44 feet of the South Half of the Northwest Quarter of Section 22, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-22-100-010: Farm Land: 78.37 acres, more or less.

Common Address: Round Grove Township: Reddick, Illinois 60961

The land described herein contains a total of 231.64 acres, more or less.

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St. Suíte 3200 Houston, TX 77002

# 2021R-02673

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 05/24/2021 01:57:18PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: \$17.00 RHSPS FEE: \$9.00 GIS FEE: \$20.00 AUTO FEE: \$12.00 DOC STOR FEE: \$5.00

PAGES: 5

(Space above this line for Recorder's use only)

# MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of 2021 ("Effective Date"), by and between First Financial Bank, as Successor to the Pontiac National Bank, as Trustee of the Jens H. and Beatrice Short Spandet Memorial Trust created under the Last Will and Testament of Beatrice Short Spandet, deceased, by Brent Crane, Vice President, whose address is Post Office Box 680, Pontiac, Illinois 61764 (together with its successors, assigns and heirs, collectively. "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

# WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an casement for wind energy purposes and for any and all activities related thereto, including but not limited to

wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

# "OWNER"

First Financial Bank, as Successor to The Pontiac National Bank, as Trustee of the Jens H. and Beatrice Short Spandet Memorial Trust created under the Last Will and Testament of Beatrice Short Spandet, deceased

By: Jat /m Vice President

# ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF L: VING. Ston

This instrument was acknowledged before me this  $\underline{\gamma + k}$  day of  $\underline{\mathcal{M}} \underline{\mathcal{M}} \underline{$ Bank, as Trustee of the Jens H. and Beatrice Short Spandet Memorial Trust created under the Last Will and Testament of Beatrice Short Spandet, deceased

OFFICIAL SEAL [SEA] COLLEEN SLAGELL Notary Public, State of Illinois My Commission Expires 11/22/2024 Commission #184666

\$ \$ \$

Coller Slapell Notary Public for the State of Alipois My commission expires: 11/22/2024 Commission No.: 184666

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By:

NamerBlake Rasmussen Title: <u>Authorized Signatory</u>

# CORPORATE ACKNOWLEDGMENT

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u> §

The foregoing instrument was acknowledged before me this 24 day of May, 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

**EMILY MCCLARY-DAVIS** My Notary ID # 131046982 Expires March 15, 2025

Notary Public (for the State of <u>TEX</u>) My commission expires:<u>3-15-2025</u> Commission No.: <u>131046982</u>

# EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

The West 120.96 acres of the Northeast Quarter of Section 1, Township 30 North, Range 7 East of the Third Principal Meridian, EXCEPT that part used as railroad described in deed recorded in Book 78, page 405 and Book 79, page 165.

PIN: 05-05-01-200-001: Farm Land: 120.96, more or less.

# **Common Address: Dwight Township.**

### Tract 2:

The Southwest Fractional Quarter of Section 6, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, EXCEPT that part conveyed to the State in Document Numbers 97162 and 345839, ALSO EXCEPT that part used as a railroad described in deed recorded in Book 79, page 138.

PIN: 06-06-06-300-002: Farm Land: 90.06 acres, more or less.

**Common Address: Round Grove Township.** 

The land described herein contains a total of 211.02 acres, more or less.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 07/22/2020 12:43:49PM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 7

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

N

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

#### (Space above this line for Recorder's use only)

# MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of ..., 2020 ("Effective Date"), by and between Doreen T. Frerichs, as Life Estate and Remainderman and Craig J. Frerichs and Elizabeth M. Frerichs, husband and wife, as Remaindermen, whose address is 3183 North 600 East Road, Clifton, Illinois 60927 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at

Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

een F J review

Doreen T. Frerichs, as Life Estate and Remainderman

# ACKNOWLEDGMENT

STATE OF ILLINOIS § AWKAKEES COUNTY OF

This instrument was acknowledged before me this <u>29</u> day of <u>JUNE</u>, 20<u>20</u> by <u>Doreen T. Frerichs, as Life Estate and Remainderman</u>.

[SEAL]

Notary Public for the State of Illinois 202

My commission expires: 03/03/2024Commission No.: 108987



"OWNER"

Craig J. Frerichs as Remainderman

# ACKNOWLEDGMENT

d

day of

STATE OF ILLINOIS § COUNTY OF HANKAKEE §

This instrument was acknowledged before me this \_\_\_\_\_\_. Craig J. Frerichs as Remainderman

[SEAL]

Notary Public for the State of Illinois My commission expires: 0

20<u>20</u> by



"OWNER"

Elizabeth M. Frerichs as Remainderman

# ACKNOWLEDGMENT

STATE OF ILLINOIS § \$ 50 JANKA COUNTY OF

This instrument was acknowledged before me this \_ 20 00 by day of Q た O Elizabeth M. Frerichs as Remainderman

101

m Notary Public for the State of Illinois

My commission expires: Commission No.: 408

[SEAL]



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## "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: asmusser 0 Name: onced Signator Title: A

## CORPORATE ACKNOWLEDGMENT

STATE OF LUCO COUNTY OF Harris

00 00 00

The foregoing instrument was acknowledged before me this D day of  $UU_20 dD$ , by <u>Blaue Ramusien</u>, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

Notary Public for the State of \_\_\_\_\_\_\_ My commission expires: <u>315 2021</u> Commission No.: <u>31046982</u>



[SEAL]

## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

The Southeast Quarter of Section 15, Township 30 North, Range 8 East of the Third Principal Meridian, EXCEPT: That part of the Southeast Quarter of Section 15, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois, bounded and described as follows: Beginning at a point on the East line of said Southeast Quarter, which point is 1,433 feet North from the Southeast corner of said Southeast Quarter and running, thence West, perpendicular to said East line, 380 feet; thence North, parallel with said East line, 344 feet; thence East, perpendicular to said East line, 380 feet to said East line; and thence South, along said East line, 344 feet to the Point of Beginning containing 3.0 acres of land, more or less, in Livingston County, Illinois.

PIN: 06-06-15-400-002: Farm Land: 157 acres, more or less.

Common Address: Round Grove Township: 3043 North 3400 East Road, Dwight, Illinois 60420.



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 07/22/2020 12:43:47PM KRISTY A MASCHING **COUNTY CLERK & RECORDER REC FEE:** 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

\$63

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

## **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of APC 28, 2020 ("Effective Date"), by and between Hamilton Elevator Company, a Delaware Corporation, represented herein by Rodney W. Carlson, its President, whose address is P.O. Box 177, Campus, Illinois 60920 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

## WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

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Illinois - Memorandum of Option for Easement 2-15-17

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER" Hamilton Elevator Company, a Delaware Corporation

odnu Malson Pris,

Rodney W. Carlson, its President

## ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF LIVINGSTON §

This instrument was acknowledged before me this 22 day of , 20 20 by Rodney W. Carlson as President of Hamilton Elevator Company, a Delaware Corporation

vis

[SEAL]

Notary Public for the State of Illinois My commission expires: 03/03 Commission No.: 908987 2024



Illinois - Memorandum of Option for Easement 2-15-17

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

By: asmusser Name Title: ator

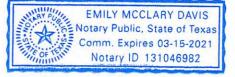
# CORPORATE ACKNOWLEDGMENT

STATE OF 00 00 00 COUNTY OF

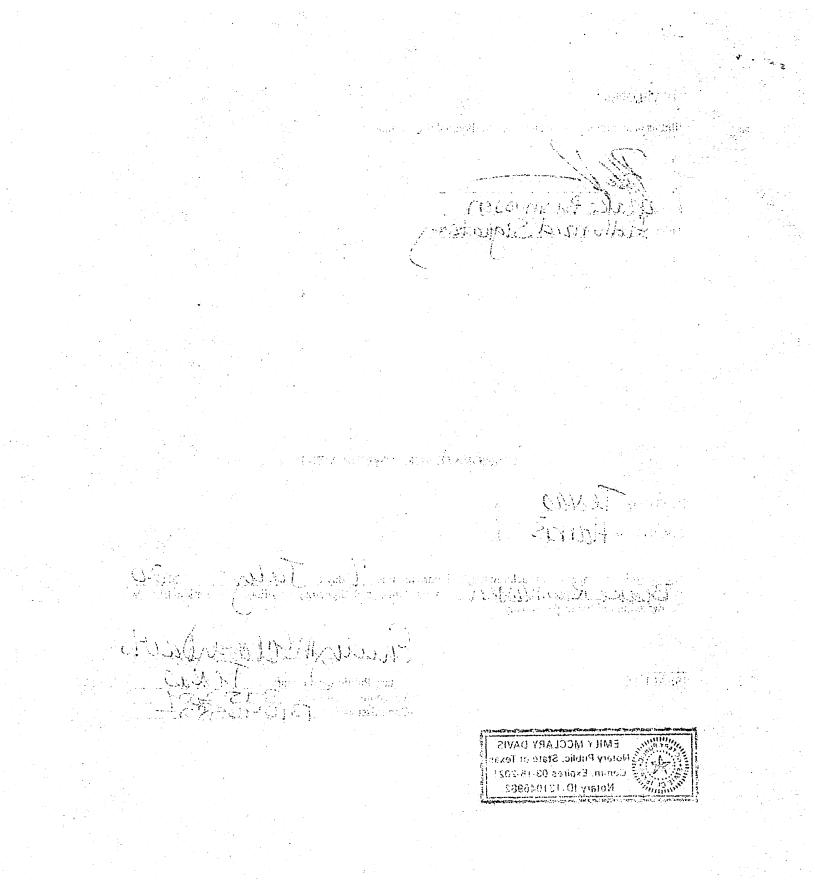
The foregoing instrument was acknowledged before me this day of Suppose 2020, by Black Rammers, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

Notary Public for the State of My commission expires: Commission No.: 13



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## EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

## **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

The North 67 acres of the West Half of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois.

## AND:

The South 67 acres of the North 134 acres of the West Half of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois.

#### AND:

The North Half of the following described real estate:

The West Half of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, EXCEPTING therefrom the North 134 acres and also EXCEPTING therefrom the South 134 acres.

### AND:

The South Half of the following described real estate:

The West Half of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, EXCEPTING therefrom the North 134 acres and also EXCEPTING therefrom the South 134 acres.

#### AND:

The North 66.42 acres of the South 134 acres of the West Half of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois.

PIN: 06-06-33-100-004: Farm Land: 252.42 acres, more or less.

#### **Common Address: Round Grove Township.**

#### Tract 2:

The South 67.58 acres of the West Half of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois, also described as the South 1115 feet of the West Half of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian, Round Grove Township, Livingston County, Illinois.

PIN: 06-06-33-300-004: Farm Land: 67.58 acres, more or less.

**Common Address: Round Grove Township.** 

The land described herein contains a total of 320 acres, more or less.

# 2021R-02305

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 05/03/2021 09:58:14AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: \$17.00 RHSPS FEE: \$9.00 GIS FEE: \$20.00 AUTO FEE: \$12.00 DOC STOR FEE: \$5.00

PAGES: 5

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

## **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of <u>April 20</u>. 2021 ("Effective Date"), by and between John T. Hanlon, whose address is 29356 East 2400 North Road, Emington, Illinois 60934 (together with his successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"):

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement:

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur

of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

, an T. ypula

John T. Hanlon

# ACKNOWLEDGMENT

STATE OF ILLINOIS § § § COUNTY OF \_\_\_\_\_ This instrument was acknowledged before me this  $\underline{9}$  day of  $\underline{Apm}$ , 2021 by John T. Hanlon Ú

[SEAL]

£	OFFICIAL SEAL	ι.
٤	NICHOLAS M EHRGOTT	Ł
ş.	NOTARY PUBLIC, STATE OF ILLINOIS	ξ
ş.	AND COMMISSION EXPIRES 05/23/2024	Ş
υ	MY COMMISSION EX INCO DA DA	

Notary Public for the State of Illinois My commission expires: <u>\$/23/2024</u> Commission No.:\_\_\_\_\_ "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

\$ 8

By:

Name: Blake Rasmussen Title: <u>Authorized Signatory</u>

# **CORPORATE ACKNOWLEDGMENT**

STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u>

The foregoing instrument was acknowledged before me this  $\frac{26}{26}$  day of April, 2021, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]



EMILY MCCLARY-DAVIS My Notary ID # 131046982 Expires March 15, 2025

Notary Public for the State of <u>THXAS</u> My commission expires:<u>3-15-2025</u> Commission No.:<u>131046982</u>

## **EXHIBIT A TO** MEMORANDUM OF OPTION AND EASEMENT

# **DESCRIPTION OF THE PROPERTY**

The East Half of the Southwest Quarter and the West Half of the West Half of the Southeast Quarter of Section 17, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 06-06-17-300-001: Farm Land: 120 acres, more or less.

**Common Address: Round Grove Township.** 



COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON

KRISTY A MASCHING

COUNTY CLERK & RECORDER

10:07:30AM

17.00

5.00

9.00

20.00

12.00

12/17/2019

REC FEE:

RHSPS FEE:

GIS FEE:

AUTO FEE:

DOC STOR FEE:

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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Illinois Generation LLC c/o Land Dept. (p<sup>3</sup> 1201 Louisiana St, Suite 3200 Houston, TX 77002

(Space above this line for Recorder's use only)

PAGES: 5

### **MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2019 ("Effective Date"), by and between Dean E. Hansen and Amy E. Hansen, husband and wife, whose address is 400 East Chippewa Street, Dwight, Illinois 60420 (together with their successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER

Dean E. Hansen

Amy E. Hansen

## ACKNOWLEDGMENT

STATE OF ILLINOIS			
	Ne da Cen		

COUNTY OF Livingston

This instrument was acknowledged before me this <u>30th</u> day of <u>October</u>, 2019 by Dean E. Hansen

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[SEAL]

Carol Dupis	3	
Notary Public for the State of I	linois	
My commission expires: 5	123	2021
Commission No.: 4408	75	41 P.



## ACKNOWLEDGMENT

STATE OF ILLINOIS § COUNTY OF Livingston §	
This instrument was acknowledged Amy E. Hansen	before me this <u>30th</u> day of <u>October</u> , 2019 by
[SEAL]	Notary Public for the State of Illinois My commission expires: 5/23/2021 Commission No.: 440815
NOTARY PUBLIC STATE OF ILLINOIS WY Commission Expires May 23, 2021	

"DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

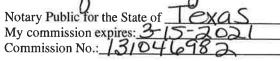
By: asmussen Name: norized Title:

## **CORPORATE ACKNOWLEDGMENT**

STATE OF TEXAS SCOUNTY OF HAMIS

The foregoing instrument was acknowledged before me this 3 day of December 20 9, by Blake, Pasmussen, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]





## EXHIBIT A TO **MEMORANDUM OF OPTION AND EASEMENT**

# **DESCRIPTION OF THE PROPERTY**

The East Half of the West Half of the Northeast Quarter of Section 28, Township 30 North, Range 8 East of the Third Principal Meridian; situated in Livingston County, Illinois.

PIN: 06-06-28-200-004: Farm Land: 40 acres, more or less.

4.5.8.\*

Common Address: Round Grove Township: 2900 North Road, Cardiff/Dwight, Illinois 60420

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COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON 09/24/2020 10:55:12AM KRISTY A MASCHING COUNTY CLERK & RECORDER REC FEE: 17.00 RHSPS FEE: 9.00 GIS FEE: 20.00 AUTO FEE: 12.00 DOC STOR FEE: 5.00 PAGES: 6

PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Illinois Generation LLC c/o Land Dept. 1201 Louisiana St, Suite 3200 Houston, TX 77002

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#### (Space above this line for Recorder's use only)

### MEMORANDUM OF OPTION AND EASEMENT

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of , 2020 ("Effective Date"), by and between Kevin R. Hansen, also known as, Kevin Richard Hansen, whose address is 28967 East 3100 North Road, Dwight, Illinois 60420 (together with his successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

#### WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and

ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"

Kevin R. Hansen, also known as, Kevin Richard Hansen

Illinois - Memorandum of Option for Easement 2-15-17

# ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF LIVINGSTON

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This instrument was acknowledged before me this $\frac{29}{29}$	day of July	, 20 <u>30</u> by
Kevin R. Hansen, also known as, Kevin Richard Hansen		

[SEAL]

Notary Public for the State of Illinois My commission expires: Commission No.: 9089 202

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Illinois - Memorandum of Option for Easement 2-15-17

## "DEVELOPER"

Illinois Generation LLC, a Delaware limited liability company

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By

Name: <u>Blake Rasmussen</u> Title: <u>Authorized Signatory</u>

## CORPORATE ACKNOWLEDGMENT

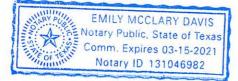
STATE OF <u>TEXAS</u> §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 4 day of <u>StpHMDHC</u> 2020, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Belaware limited liability company.

[SEAL]

Notary Public for the State of <u>TEXAS</u> My commission expires:<u>3-15-2021</u> Commission No.: 131046982



#### EXHIBIT A TO MEMORANDUM OF OPTION AND EASEMENT

#### **DESCRIPTION OF THE PROPERTY**

#### Tract 1:

e

The East ½ of the Northeast ¼ of Section 11, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, consisting of 77.78 acres of land, more or less.

PIN: 05-05-11-200-004: Farm Land: 77.78 acres, more or less.

#### **Common Address: Dwight Township.**

#### Tract 2:

The East One-Half (E 1/2) of the Southeast One-Quarter (SE 1/4) of Section 11, in Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, containing 80 acres of land, more or less.

PIN: 05-05-11-400-001: Farm Land: 80 acres, more or less.

Common Address: Dwight Township: 28967 East 3100 North Road, Dwight, Illinois 60420.

#### Tract 3:

The West One-Half (W <sup>1</sup>/<sub>2</sub>) of the Northwest One-Quarter (NW <sup>1</sup>/<sub>4</sub>) of Section 12, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, containing 78.09 acres, more or less.

#### PIN: 05-05-12-100-003: Farm Land: 78.09 acres, more or less.

#### **Common Address: Dwight Township.**

#### Tract 4:

The East Half of the Southwest Quarter of Section 13, Township 30 North, Range 7 East of the Third Principal Meridian, in Dwight Township, Livingston County, Illinois, excepting: Commencing at the Southwest Corner of said Section 13 and thence North 90 degrees 00 minutes East 1747.1 feet along the South Line of said Section 13 to the place of beginning. From said place of beginning thence North 00 degrees 10 minutes West 210 feet; thence North 90 degrees 00 minutes East 414.86 feet parallel with the South Line of said Section 13; thence South 00 degrees 10 minutes East 210 feet to the South Line of said Section 13; thence South 00 degrees 10 minutes East 210 feet to the South Line of said Section 13; thence North 90 degrees 00 minutes East 210 feet to the South Line of said Section 13; thence North 90 degrees 00 minutes East 210 feet to the South Line of said Section 13; thence North 90 degrees 00 minutes East 210 feet to the South Line of said Section 13; thence South 00 degrees 10 minutes East 210 feet to the South Line of said Section 13; thence North 90 degrees 00 minutes West 414.86 feet along the South Line of said Section to the place of beginning, containing 78 acres of land, more or less.

#### PIN: 05-05-13-300-002: Farm Land: 78 acres, more or less.

#### **Common Address: Dwight Township.**

#### Tract 5:

The West One-Half (W <sup>1</sup>/<sub>2</sub>) of the West One-Half (W <sup>1</sup>/<sub>2</sub>) of the Northeast One Quarter (NE <sup>1</sup>/<sub>4</sub>) of Section 14, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois, containing 40 acres, more or less.

#### And

The East One-Half of the West One-Half of the Northeast One Quarter of Section 14, Township 30 North, Range 7 East of the Third Principal Meridian, Livingston County, Illinois.

PIN: 05-05-14-200-001: Farm Land: 80 acres, more or less.

**Common Address: Dwight Township.** 

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Tract 6: The West 98.6 acres of the North Half of Section 18, Township 30 North, Range 8 East of the Third Principal Meridian, in Round Grove Township, Livingston County, Illinois.

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 $\checkmark$ 

PIN: 06-06-18-100-001: Farm Land: 98.60 acres, more or less.

**Common Address: Round Grove Township.** 

The land described herein contains a total of 492.47 acres, more or less.

Illinois - Memorandum of Option for Easement 2-15-17

# 2023R-04601

COUNTY CLERK & RECORDER LIVINGSTON COUNTY RECORDED ON: 12/22/2023 08:40:14 AM KRISTY A MASCHING COUNTY CLERK & RECORDER

<b>RECORDER'S AUTOMATION FEE</b>	12.00	
GIS MAINTENANCE FEE	20.00	
RHSPS FEE	18.00	
RECORDING FEE	17.00	
DOC STORAGE FEE	5.00	
PAGES: 5		

1.14

Prepared by, and after recording return to:

Illinois Generation LLC Attention: Legal Real Estate Department 888 Westheimer Road, Suite 350 Houston, TX 77006

# MEMORANDUM OF WIND FARM NEIGHBOR EASEMENT AGREEMENT

**Boxer Farm Properties, LLC**, an Illinois limited liability company, (together with their heirs, successors and assigns, collectively "<u>Owner</u>"), and **Illinois Generation LLC**, a Delaware limited liability company, its successors and assigns ("<u>Grantee</u>"), have executed a Wind Farm Neighbor Easement Agreement ("<u>Easement Agreement</u>") and have agreed to record this memorandum ("<u>Memorandum</u>") solely to give notice of the existence of the Easement Agreement. This Memorandum does not amend, supplement or supersede the Easement Agreement, which will govern if any provision of this Memorandum conflicts with or is inconsistent with any provision of the Easement Agreement.

<u>Easements and Other Provisions.</u> The Easement Agreement includes a grant of Effects, Sound and Non-Interference Easements in connection with a commercial wind power project ("<u>Wind Farm</u>") affecting Owner's Property, which Property is described on the attached <u>Exhibit A</u>. The Easement Agreement also includes provisions regarding construction impacts and television reception.

<u>Term</u>. The Easements and other agreements contained in the Easement Agreement run with the land. The term of the Easement Agreement and the Easements ("<u>Term</u>") began on 220 (13, 20) (the "Effective Date") and shall end on the date that the Wind Farm is fully decommissioned, unless earlier terminated by the Grantee. Grantee shall have the right to terminate the Easement Agreement at any time and for any reason or no reason, by giving written notice of termination to Owner.

<u>Mortgages and Assignments</u>. Grantee may, upon notice to Owner, but without need to obtain Owner's consent or approval: (i) mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Easement Agreement and the Easements; and (ii) assign or otherwise convey all or part of its interest

EXHIBIT D

#### Error! Unknown document property name. Livingston County Clerk and Recorder Document Number: 2023R-04601 Page: 1 of 5

in this Easement Agreement and the Easement to third parties. Owner may sell, mortgage, assign or convey away all or a part of Owner's interest in Owner's Property without the consent of Grantee, but any conveyance shall be subject to the terms of the Easement Agreement.

<u>Notices</u>. All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Easement Agreement may be served by (i) personal service, (ii) registered or certified U.S. mail or (iii) next day overnight delivery service via a nationally recognized overnight courier such as UPS or Federal Express. Any such notice or demand shall be addressed to the other party at the mailing address(es) for such Party listed below. Service of any such written notice or demand shall be deemed complete (i) upon receipt in the event of personal service, (ii) on the second (2<sup>nd</sup>) business day after it is sent via registered or certified U.S. mail, and (iii) on the next business day if sent via an overnight delivery service. All such written notices and demands sent via registered or certified U.S. mail or overnight delivery service shall be sent postage, pre-paid by the sender in order for it to be considered in compliance with this <u>Section 4</u>.

To Owner:	Boxer Farm Properties, LLC c/o Peoples National Bank of Kewanee Dwight Banking Center Farm Management Department 122 W. Main Street Dwight, Illinois 60420
	Telephone:
	Email:
To Grantee:	Illinois Generation LLC
	1088 Sansome Street
	San Francisco, California 94111
	Attention: General Counsel
	With a copy which shall not constitute
	notice to:
	generalcounsel@patternenergy.com

Any party, by written notice to the other party, may change its mailing address(es), provided that the other party shall not be bound by any such different address(es) unless and until it receives same.

<u>Counterparts</u>. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Signature Pages Follow]

EXECUTED AND MADE EFFECTIVE as of the Effective Date.

## **OWNER**:

Boxer Farm Properties, LLC, an Illinois limited liability company

B

Randal S. Fransen, its Attorney-in-Fact

STATE OF <u>ILLINOIS</u> COUNTY OF <u>LIVIN</u>GSTON

This instrument was acknowledged before me on the <u>LP</u> day of <u>OCTOPATA</u>, by Randal S. Fransen, as Authorized Signatory of Boxer Farm Properties, LLC, an Illinois limited liability company, on behalf of said entity.

[NOTARY SEAL]

Notary Public My commission expires: <u>Aug</u> 30, 2024

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Ì	OFFICIAL SEAL	Þ
1	SHELLA D PALLARDY	Þ
]	Notary Public - State of Illinois	ł
)	My Commission Expires Aug. 30, 2026	Þ.
٦	Wy Commission Expenses	4

# **<u>GRANTEE</u>**:

Illinois Generation LLC, a Delaware limited liability company

By: Name: Title:

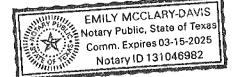
STATE OF  $1/\mathcal{W}$ COUNTY OF HENT'S

This instrument was acknowledged before me on the 18 day of De Cember, 20<u>3</u>, by CN574 Common as Authonic light of said entity. Illinois Generation LLC, a Delaware limited liability company, on behalf of said entity. of lin Mal 2M

Notary Public

My commission expires:

[NOTARY SEAL]



# EXHIBIT A

## **Property Description**

The East Half of the Northeast Quarter of Section 14; and the Southeast Quarter of Section 14 EXCEPT commencing at the Northeast Corner of the Southeast Quarter of Section 14, Township 30 North, Range 7 East of the Third Principal Meridian; thence due South along the East Line of said Southeast Quarter for a distance of 208.28 feet to the point of beginning; thence continuing due South along the said East Line of the Southeast Quarter for a distance of 964.74 feet; thence due West for a distance of 888.00 feet to a point which falls on the center line of a creek as it now exists; thence North 53 degrees 06 minutes 42 seconds East along the center line of said creek for a distance of 201.55 feet; thence North 50 degrees 38 minutes 20 seconds East continuing along the said center line of the creek for a distance of 373.53 feet; thence North 37 degrees 02 minutes 56 seconds East continuing along the center line of the creek for a distance of 596.07 feet to the point of beginning, containing 8.433 acres, more or less, all in Township 30 North, Range 7 East of the Third Principal Meridian, County of Livingston, and State of Illinois.

PINs: 05-05-14-400-004 and 05-05-14-200-002: Farm Land: 231.57 acres, more or less.

**Commonly Known As: Dwight Township**