

LANDOWNER
COPY

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DOCUMENT PREPARED BY, AND
WHEN RECORDED PLEASE RETURN TO:

Cardinal Wind HoldCo LLC
c/o Copenhagen Infrastructure Partners p/s
412 West 15th Street, 15th Floor
New York, NY 10011
Attention: Sean Toland

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

MEMORANDUM OF WIND LEASE AND EASEMENT AGREEMENT

This Memorandum of Wind Lease and Easement Agreement (this "Memorandum") is executed effective as of July 1, 2024, by and between MARATHON FARMS INC. an Illinois corporation 100 Kid Ellis Road, Mulberry, Florida 33860 ("Landowner"), and Cardinal Wind HoldCo LLC, a Delaware limited liability company, whose address is c/o Copenhagen Infrastructure Partners p/s, 412 West 15th Street, 15th Floor, New York, NY 10011 Attention: Sean Toland, ("Grantee") (Landowner and Grantee are hereinafter referred to collectively as the "Parties" and each a "Party"), and provides as follows:

1. The Parties have entered into a Wind Lease and Easement Agreement (the "Agreement") executed effective as of July 1, 2024 (the "Effective Date"). By its terms, the Agreement grants Grantee rights in and to certain land more particularly described in the attached Exhibit A (the "Property"). The Agreement also restricts certain uses of and grants certain interests in and to the Property.

2. The Agreement concerns the development of wind energy project(s) by Grantee involving the Property and/or other properties (the "Project"), grants Grantee easements, leases and other rights and limits, prohibits and restricts other development or use(s) of the Property that do or may interfere with the rights granted to Grantee by the Agreement.

3. The Agreement consists of two periods: a "Development Term"; and an "Operations Term". The Development Term starts on the Effective Date and ends on the earlier of (i) the date on which Grantee begins selling/producing electrical energy generated by Wind Turbines located on the Project to a third-party power purchaser (the "Operations Date"), (ii) the date that Grantee designates as the start of the Operations Term in a written notice from Grantee to Landowner (which notice Grantee may record) or (iii) the seventh (7th) anniversary of the

Effective Date. Grantee may extend the Development Term for up to three (3) additional one (1) year periods in the case of an interconnection delay as described in the Agreement. The Operations Term starts on the Operations Date or on the date set forth as the start of the Operations Term in a notice from Grantee to Landowner and continues for thirty (30) years after the Operations Date (or after the date designated by notice from Grantee to Landowner). Grantee may extend the Operations Term for two (2) additional, consecutive ten (10) year periods.

4. By the Agreement, Landowner grants to Grantee certain exclusive and non-exclusive rights, including:

(a) the exclusive right to convert wind energy into electrical energy and collecting and transmitting the electrical energy so converted;

(b) the exclusive right to determine the feasibility of wind energy conversion and power generation on the Property, including studies of wind speed, wind direction and other meteorological data and geotechnical and environmental studies, including without limitation: extracting soil samples; performing avian, flora and fauna, endangered species and habitat studies; performing archaeological studies; performing studies of jurisdictional waters; performing aerial mapping; performing field and ALTA surveys; and other related activities, studies or testing as Grantee reasonably determines are necessary, useful or appropriate;

(c) the exclusive right to construct, install, use, replace, relocate, reconstruct and remove from time to time, and monitor, maintain, repair and operate, the following: (i) wind power generating machines or systems of any kind (including supporting towers, foundations, and any other associated equipment or structures) (collectively, "Wind Turbines"); (ii) overhead and underground electrical distribution, collection, transmission and communications lines, electric transformers, telecommunications equipment (for purposes of the Project, only, and including, by way of example, telecommunications facilities required by the Project transmission provider as part of required upgrades) and directly-related power generation facilities; (iii) energy storage facilities of any type or technology; (iv) roads and access driveways; (v) lidar and sodar units; (vi) pads and related facilities and equipment; (vii) temporary construction-related equipment, such as a concrete batch plant, and other directly-related equipment and/or facilities; and (viii) undertaking any other activities Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing (all of the above, including the Wind Turbines, collectively "Windpower Facilities");

(d) the right of ingress to and egress from the Project (whether located on the Property, on adjacent property or elsewhere) on, over and across the Property by means of roads and lanes thereon if existing or later constructed, or by such route or routes as Grantee may deem necessary;

(e) an easement, together with all related or appropriate rights-of-way across the Property for (i) the installation, use, repair, replacement and removal of underground and above-ground wires and cables used for the transmission of electrical energy or for communication purposes for the Project and (ii) all necessary appliances and fixtures for use in connection with said wires and cables;

(f) an easement for any audio, visual, view, light, shadow, noise, vibration, air turbulence, wake, flicker, electromagnetic, radio or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Windpower Facilities, the Project or any Development Activities;

(g) an easement for the creation of right-of-ways and other easements deemed necessary by Grantee for the purposes contemplated in the Agreement; and,

(h) the right to require Landowner grant related additional easements in favor of certain third parties.

5. Also by the Agreement, to the maximum extent permitted by law, Landowner waived enforcement of any setback requirements applicable to the Windpower Facilities

6. The Agreement, including the waivers and consents referenced above, run with the Property.

7. The conditions, covenants, definitions (including the definition of capitalized terms not otherwise defined in this Memorandum), limitations, restrictions and terms governing the encumbrances imposed on the Property, restrictions on use of the Property and rights granted in and to the Property are set forth in the Agreement. Without limitation, and except as expressly authorized by the Agreement, these include Landowner's covenant to not grant any third party any rights to evaluate or develop the Property for wind energy purposes. The Agreement specifies limitations, requirements and restrictions on: non-interference with the Project; non-disturbance of the Project and with the rights granted in the Agreement; and "severance" of wind rights.

8. The Agreement grants Grantee rights to assign and finance its interests in the Property and the Project, all as further set forth in the Agreement, including specific additional rights granted to any lender to Grantee.

9. The Parties have executed and recorded this Memorandum for the purpose of giving record notice of the Agreement, of the exclusive easements, leases and rights it grants and of certain restrictions it imposes. All of the conditions, covenants and terms regarding the Agreement are more particularly set forth in the Agreement, which is incorporated by this reference. In the event of conflict between the conditions and terms set forth in this Memorandum and the conditions and terms set forth in the Agreement, the conditions and terms of the Agreement will control and govern. This Memorandum may be executed and recorded in counterparts. Grantee may, in its sole discretion, revise/replace the description of the Property in Exhibit A with a metes and bounds description of the Property prepared by Grantee's surveyor or with another description and may record a notice of said description in the real property records of the County.

[The signature page to this Memorandum appears on the next page]

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The Parties have executed this Memorandum of Wind Lease and Easement Agreement as set forth below.

LANDOWNER

MARATHON FARMS INC. An Illinois corporation

Signature: [Signature]

Printed Name: Wayne Smith

Title: President

ACKNOWLEDGEMENT

STATE OF Florida

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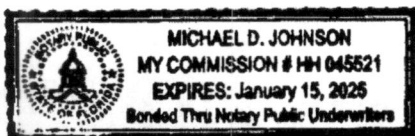
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COUNTY OF Polk

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Before me, a Notary Public in and for the State of Florida, personally appeared Wayne Smith, who, being first duly sworn, acknowledged the execution of the foregoing Memorandum of Wind Lease and Easement Agreement.

Witness my hand and Notarial Seal this 1st day of July, 2024.



[Signature]
Notary Public

Michael D. Johnson
Printed Name

[Signature page to Memorandum of Wind Lease and Easement Agreement]

The Parties have executed this Memorandum of Wind Lease and Easement Agreement as set forth below.

GRANTEE

Cardinal Wind HoldCo LLC

By: 

Thomas G. Swierczewski
Authorized Signor

ACKNOWLEDGEMENT

STATE OF ILLINOIS

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COUNTY OF MCLEAN

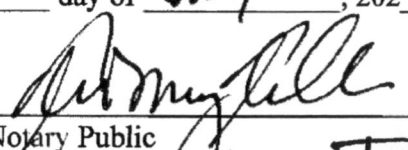
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Before me, a Notary Public in and for the State of ILLINOIS, personally appeared Thomas G. Swierczewski, the Authorized Signor of Cardinal Wind HoldCo LLC, who, being first duly sworn, acknowledged the execution of the foregoing Memorandum of Wind Lease and Easement Agreement for and on behalf of Cardinal Wind HoldCo LLC.

Witness my hand and Notarial Seal this 9th day of July, 2024.




Notary Public

Teresa Mary Trella
Printed Name

[Signature page to Memorandum of Wind Lease and Easement Agreement]

EXHIBIT A

DESCRIPTION OF THE PROPERTY

MARATHON FARMS INC. An Illinois corporation - 100%

Being 424 acres of land, more or less, located in McLean County, Illinois, and being more particularly described as follows:

Tract 1:

The West 1/2 of the North West 1/4 of Section 4, Township 24 North, Range 5 East of the Third Principal Meridian, except 53.5 acres off the North end thereof, also, the West 1/2 of the South West 1/4 of Section 4, Township 24 North, Range 5 East of the Third Principal Meridian, except 31 1/4 acres off the South end thereof;

TRACT 2:

East 1/2 of the North East 1/4 of Section 5, Township 24 North, Range 5 East of the Third Principal Meridian, except therefrom the following two tracts:

All that part of the East 1/2 of the North East 1/4 of Section 5, lying North of the public road running through same, all in Township 24 North, Range 5 East of the Third Principal Meridian;

A part of the East 1/2 of the North East 1/4 of Section 5, Township 24 North, Range 5 East of the Third Principal Meridian, described as follows: Beginning on the West line of the East half of the Northeast Fractional Quarter of Section 5, Township 24 North, Range 5 East of the Third Principal Meridian 1167.6 feet South of the Northwest corner of said East 1/2 of the North East 1/4, running thence South 286.0 feet on said West line, thence 90 degrees to the left 660.01 feet, thence 90 degrees to the left 329.15 feet to the North side of the public road, and thence Westerly 673.75 feet along the North side of said road to the place of beginning;

Also, the East 1/2 of the South East 1/4 of Section 5, Township 24 North, Range 5 East of the Third Principal Meridian, except 31 1/4 acres off the South end thereof,

TRACT 3:

57.06 acres off the South end of the East 1/2 of the South West 1/4 of Section 31 and Lot Five in the subdivision of the South 1/2 of Section 31 containing five acres more or less, otherwise described as part of the East 1/2 of the South West 1/4 of said Section 31 beginning 22 rods, 4 feet South of the Northeast corner of said Quarter, thence West 72 rods, thence South 11 rods and 2 feet, thence East 72 rods, thence North 11 rods and 2 feet to the place of beginning, all in Township 25 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois.

TRACT 4:

The North West 1/4 of the South East 1/4 of Section 31, and the South 5 acres of the South West 1/4 of the North East 1/4 of Section 31, all in Township 25 North, Range 5 East of the Third Principal Meridian, in McLean County, Illinois.

Tract 5:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 24 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS.

But excluding the following from Tract 5:

Part of the West Half of the Southeast Quarter of Section 5, Township 24 North, Range 5 East of the 3rd P.M., more particularly described as follows:

Beginning at an iron rod situated at the Southwest Corner of said Southeast Quarter of Section 5; thence N. 00°33'42" E., along the West Line thereof, a distance of 1026.28 feet to an iron pipe; thence S. 89° 28'40" E., parallel with the South Line of said Southeast Quarter, a distance of 1323.37 feet to a stone on the East Line of said West Half; thence S. 00°33'09" W., along said East Line, a distance of 1026.28 feet to a Mag Nail at the Southeast Corner thereof; thence N. 89° 28' 40" W., along said South Line, a distance of 1323.53 feet to the point of beginning; encompassing 31.181 acres, more or less, all being situated in McLean County, Illinois, and said real estate being subject to existing public utilities and the rights of the public in the roadways situated along the west and south sides thereof commonly known as "3150E Road" and "1900N Road".

Permanent Index Number(s): Part of 17-05-200-007

Tract 6:

THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 24 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS,

But excluding the following from Tract 6:

Part of the West Half of the Northeast Quarter of Section 5, Township 24 North, Range 5 East of the Third principal Meridian, more particularly described as follows:

Beginning at an iron rod situated at the Northwest corner of said Northeast Quarter of Section 5; thence S. 89°11'35" E., along the North line thereof, a distance of 1321.98 feet to an iron pipe at the Northeast corner of the West Half of said Northeast Quarter; thence S. 00°32'05" W., along the East line thereof, a distance of 1205.04 feet to a mag nail in on the centerline of Mackinaw River Road; thence Southwesterly along said centerline on a non-tangential circular curve concave to the Southeast having a radius of 120.00 feet and a chord length of 26.63 feet bearing S. 44°52'34" W., an arc length of 26.68 feet; thence Southwesterly along said centerline on a tangent circular curve concave to the Northwest having a radius of 100.00 feet and a chord length of 87.17 feet bearing 64°20'59" W., an arc length of 90.19 feet; thence N. 89°48'43" W., along said centerline a distance of 1225.72 feet to an iron pipe on the West line of said West Half of the Northeast Quarter of Section 5; thence N. 00°33'36" E., along said West line a distance of 1276.24 feet to the point of beginning; encompassing 38.482 acres, more or less, all being situated in McLean County, Illinois, and said real estate being subject to existing public utilities and the rights of the public in the roadway situated along the South side thereof commonly known as Mackinaw River Road.

Permanent Index Number: Part of 17-05-200-007

[Exhibit A to Memorandum of Wind Lease and Easement Agreement]

Tract 7:

**South West 1/4 of Section 16, Township 24 North, Range 5 East
of the Third Principal Meridian,**

[Exhibit A to Memorandum of Wind Lease and Easement Agreement]



December 17, 2024

Dear Landowner,

Enclosed please find the recorded copy of the Memorandum of your lease agreement that we filed with the county.

Please feel free to contact us if you have any questions,

Thank you,

Teresa Trella

Senior Director
TTNC Renewables, LLC
630-334-1402
teresa@ttncrenewables.com

