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CAROL HALLAM
KNOX COUNTY RECORDER
GALESBURG, ILLINOIS
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PAGES: 9

RECORDING FEE 76.00
RHSP SURCHARGE FEE 9.00

Recording Requested By and
When Recorded Return to:

Knox County Wind Farm LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel

PROPERTY OF KNOX COUNTY ILLINOIS

#EL-GAL1-242
Knox County, Illinois

GRANT OF EASEMENTS
AND
MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT

THIS GRANT OF EASEMENTS AND MEMORANDUM OF WIND ENERGY EASEMENT AGREEMENT (this "Memorandum") is made, dated and effective as of February 27, 2020, by and between **Donald D. Jacobson and Sharon I. Jacobson, husband and wife** (collectively, "Owner"), and **Knox County Wind Farm LLC**, a Delaware limited liability company ("Grantee").

Owner and Grantee agree as follows:

1. Real Property. Owner owns the real property consisting of approximately 340.40 acres of land in Knox County, Illinois described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). In the event of inaccuracies or insufficiencies in the foregoing legal description, Grantee may record an amendment of this Memorandum to correct the inaccuracies or insufficiencies.

2. Addresses. All notices, requests and communications in connection with this Memorandum shall be addressed as follows:

If to Owner: Donald D. and Sharon I. Jacobson
1430 Knox Rd 2650N
Altona, IL 61414

If to Grantee: Knox County Wind Farm, LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attention: General Counsel

3. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Grantee, pursuant to the provisions of that certain Amended and Restated Wind Energy Easement Agreement ("Easement Agreement"), dated concurrently herewith ("Effective Date"), by and between Owner and Grantee, an exclusive wind easement (the "Easement") with the incidents and attributes described therein. The Easement is and shall be in, on, under, over and along the Property.

4. Purpose. The Easement is for wind energy purposes, including converting wind energy into electrical energy, collecting and transmitting electrical energy, and related activities (collectively, the "Grantee Activities"). The Grantee Activities include, without limitation: (a) determining the feasibility of wind energy conversion on the Property, including studies of wind speed, wind direction and other meteorological data, and extracting soil samples; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines and their foundations, underground and overhead electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large wind turbine installations, roads, fences and gates, meteorological towers and wind measurement equipment, control buildings, maintenance yards, and related facilities and equipment (collectively the "Windpower Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Grantee shall have the exclusive right to convert all of the wind resources of the Property. The Windpower Facilities on the Property are expected to be operated in conjunction with Windpower Facilities installed on other nearby properties that are part of the same wind energy project (collectively, the "Project"). Owner reserves all rights to use the Property except to the extent Owner's use interferes with Grantee's use of the Property in accordance with the Easement Agreement or violates the provisions of the Easement Agreement.

5. Term. The Easement Agreement shall be for a term that expires on the thirty-fifth anniversary of the Effective Date unless sooner terminated or unless extended pursuant to and in accordance with the Easement Agreement.

6. Payments. In consideration of the rights granted under the Easement Agreement, Grantee has agreed to pay Owner the amounts set forth in the Easement Agreement.

7. Ownership of Windpower Facilities. Owner shall have no ownership or other interest in any Windpower Facilities installed on the Property. Grantee may remove any or all Windpower Facilities at any time and may terminate the Easement Agreement at any time in accordance with the terms thereof.

8. Access. Owner hereby grants to Grantee the right of ingress to and egress from Windpower Facilities (whether located on the Property, on adjacent property, or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time (the "Access Easement"). The Access Easement shall include the right to improve and maintain existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Grantee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of the Easement Agreement.

9. No Interference. Grantee shall have the quiet use and enjoyment of the Property in accordance with the terms of the Easement Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere within the Project, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance or operation of Windpower Facilities, whether located on the Property or elsewhere in the Project; access over the Property to such Windpower Facilities; any Grantee Activities; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not interfere with the wind speed or wind direction over the Property, whether by placing windmills or wind turbines, planting trees or constructing buildings or other structures (collectively, "Owner's Structures") closer than five hundred (500) feet or twenty (20) times the height of any such Owner's Structure, whichever is greater, to any wind turbine or proposed wind turbine of Grantee, whether located on the Property or elsewhere in the Project, and (b) Owner shall not engage in any other activity (other than ordinary agricultural activities), whether located on the Property or elsewhere within the Project, that might cause a decrease in the output or efficiency of the Windpower Facilities. For this purpose, the height of planted trees will be deemed to be their expected height at full maturity.

10. Transmission Facilities. Owner grants to Grantee an exclusive easement ("Transmission Easement") in, on, along and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Grantee Activities, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property; and (b) one or more substations or interconnection or switching facilities from which Grantee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

11. Financing.

(a) Assignees. Grantee and any Assignee (as hereinafter defined) shall have the right, without need for Owner's consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of the Property: finance Windpower Facilities;

grant easements, co-easements, subeasements, leases, subleases, licenses or similar rights (however denominated) to one or more Assignees, *provided* no such grant shall exceed the rights granted to Grantee under the Easement Agreement; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more Assignees the Easement, or any or all right or interest in the Easement or in the Easement Agreement, or any or all right or interest of Grantee in the Property or in any or all of the Windpower Facilities that Grantee or any other party may now or hereafter install on the Property. An "Assignee" is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Windpower Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Windpower Facilities; (ii) any one or more parties involved in financing or refinancing the development of the Project or any Windpower Facilities, or any purchaser or owner of Windpower Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Grantee) in which Grantee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Grantee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means. Grantee or an Assignee that has assigned an interest under this Section will give notice of such assignment (including the name, address, and telephone number of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under the Easement Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given.

(b) *Lender Protection.* Grantee may, at any time and without the consent of Owner, grant to any person or entity (herein, together with that person's or entity's successors and assigns, a "Lender") one or more liens, security interests or collateral assignments in all or any part of Grantee's rights, title or interests under the Easement Agreement (a "Mortgage"). In the event any such Mortgage is granted, the Lender thereunder shall, for so long as its Mortgage remains in effect, be entitled to the protections described in the Easement Agreement, upon delivery to Owner of notice of its name and address.

12. Non-exclusive Grant of Rights. Owner hereby grants Grantee a non-exclusive right, privilege, license and easement for the benefit, use and enjoyment of all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

13. Overhang. Owner grants Grantee an easement for the right and privilege to permit the wind turbines located on adjacent properties to overhang a portion of the Property (the "Overhang Easement Property") by no more than 150 feet at a height of at least 90 feet above the ground. Owner shall not interfere with the operation of wind turbine rotors that overhang the Overhang Easement Property.

14. Miscellaneous.

(a) Successors and Assigns. Any sale or other transfer of the Property by Owner shall be subject to the Easement, the Transmission Easement, the Access Easement and the Easement Agreement. The Easement Agreement and all easements and rights granted therein and in this Memorandum, including the Easement, Transmission Easement and Access Easement, shall burden the Property and shall run with the Property. The Easement Agreement and the Easement, Transmission Easement and Access Easement shall inure to the benefit of and be binding upon Owner and Grantee and, to the extent provided in any assignment or other transfer agreement, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Grantee in the Easement Agreement and this Memorandum shall be deemed to include Assignees in possession of the Property.

(b) Conflicts. In the event of any direct conflict between the terms of this Memorandum and the terms of the Easement Agreement, the terms of the Easement Agreement shall control. Nothing herein contained shall be deemed to amend, modify, alter or change any of the provisions contained in the Easement Agreement.

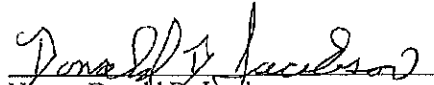
(c) Governing Law. The Easement Agreement and this Memorandum shall be governed by and interpreted in accordance with the laws of the State of Illinois.

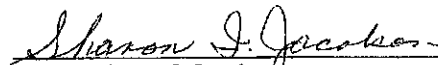
(d) Counterparts. This Memorandum may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY,
Owner and Grantee have caused this Memorandum to be duly executed and delivered by their duly
authorized representatives as of the Effective Date.

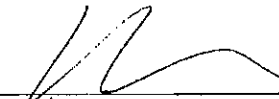
"OWNER"


Name: Donald D. Jacobson


Name: Sharon I. Jacobson

"GRANTEE"

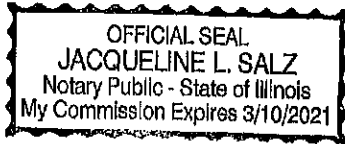
**Knox County Wind Farm LLC,
a Delaware limited liability company**

By 
Name: Michael Haas
Title: President

STATE OF ILLINOIS
COUNTY OF Henry

This instrument was acknowledged before me on 2-7-20, by _____
Donald D. Jacobson.

(Seal)



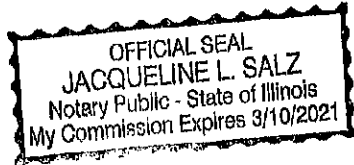
Jacqueline L. Salz
Notary Public

My commission expires: 3/10/21

STATE OF ILLINOIS
COUNTY OF Henry

This instrument was acknowledged before me on 2-7-20, by _____
Sharon I. Jacobson.

(Seal)



Jacqueline L. Salz
Notary Public

My commission expires: 3/10/21

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.

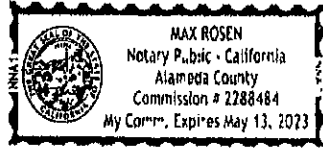
STATE OF CALIFORNIA §
 §
COUNTY OF ALAMEDA §

On February 27, 2020, before me, Max Rosen, a Notary Public, personally appeared Michael Haas, 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 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.

[Notary Stamp/Seal]



Max Rosen
Notary Public in and for the State of California

EXHIBIT A

Description of Property

ALL THAT CERTAIN real estate lying and being situated in Knox County, Illinois, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 03-21-300-001 (107 acres)

107 Acres, described as being on the West side of the Southwest Quarter of Section 21, Township 13 North, Range 3 East of the Fourth Principal Meridian, Knox County, Illinois.

Real Property Tax Parcel No. 03-21-400-002 (34 acres) 03-21-400-001 (50.71 acres) , 03-21-300-002 (53 acres)

The West fifty-one (51) acres of the Southeast Quarter (SE-1/4) of Section Twenty-One (21); The North thirty-four (34) acres of the East one-hundred nine (109) acres of the Southeast Quarter (SE-1/4) of Section Twenty-One (21); The East fifty-three (53) acres of the Southwest Quarter (SW-1/4) of Section Twenty-One (21); all in Township Thirteen (13) North, Range Three (3) East of the 4th Principal Meridian.

Real Property Tax Parcel No. 03-21-100-005 (33 acres)

Lot 2 of the Northwest Quarter of Section 21, Township 13 North, Range 3 East of the Fourth Principal Meridian, Knox County, Illinois.

Real Property Tax Parcel No. 03-21-200-006 (62.69 acres)

Lots Three (3) and Four (4) of the Northeast Quarter (NE-1/4) of Section Twenty-One (21), all in Township Thirteen (13) North, Range Three (3) East of the 4th Principal Meridian, EXCEPT a part of Lot 4 of a Subdivision of the Northeast Quarter of Section 21, Township 13 North, Range 3 East of the 4th Principal Meridian, Knox County, Illinois, per plat recorded with the Recorder of Knox County, January 28, 1869, at Book 78, Page 80, Number 53683, described as follows: Beginning at the Southeast Corner of said Lot 4; thence North along the East line of said Lot 4, 30 chains to a stone being the Point of Beginning of the tract to be described; thence West 10.35 chains to a stone; thence South 17.69 chains to a stone being the Southeast Corner of Walnut Grove Cemetery; thence East 10.35 chains, more or less, to a point on the East line of said Lot 4; thence North 17.69 chains, more or less, to the Point of Beginning.

(In the event of inaccuracies or insufficiencies in the foregoing legal description, Grantee may record an amendment of this Memorandum to correct the inaccuracies or insufficiencies)