

2025K046122

SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 11/20/2025 10:35 AM
REC FEE: 81.00 RHSPS FEE: 18.00
PAGES: 6

MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this “**Memorandum**”), is made, dated and effective as of August 1st, 2024 (the “**Effective Date**”), between **Wayne George Hartmann and Susanna L. Hartmann** (collectively “**Owner**”), and **ILSOLAR07 LLC** (“**Grantee**”), with regards to the following:

1. Solar Agreement. Owner and Grantee did enter into that certain Solar Energy Lease and Easement Agreement of even date herewith (the “**Agreement**”), which affects a portion of the real property located in Kane County, State of Illinois, as more particularly described in Exhibit A attached hereto (the “**Overall Property**”). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. Grant of Rights. The Agreement grants Grantee an exclusive leasehold interest in a portion of the Property, and grants (or shall grant) to Grantee the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; (b) the exclusive right to use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (c) an exclusive easement to capture, use and convert the unobstructed solar resources over and across the Property; (e) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Property; (f) the right to subjacent and lateral support for the Project Facilities; (g) a solar easement; and (h) the right to undertake any other activities necessary to accomplish the purposes of the Agreement. The Agreement also prohibits Owner from engaging in any activity on the Leased Property that might cause a decrease in the output or efficiency of any of the Project Facilities. Grantee shall have the right to remove any obstructions to the light that materially and adversely affect its operations if this covenant is violated. Owner further agrees to undertake reasonable efforts to prevent, or failing that, to minimize, the introduction of continuous dust onto the Project Facilities. The Agreement also provides a right of first refusal to purchase the Property from Owner. The Agreement grants the aforementioned rights on a portion of the Overall Property, more specifically described in Exhibit A-1 (“**Leased Property**”).

{the space below is reserved for recording information; this Memorandum continues on the following page}

3. Term. The Agreement shall be for an initial Development Term of up to sixty (60) months (with a right to extend), a subsequent Construction Term of up to **twelve (12) months** (with a right to extend), and a subsequent Operations Term of up to **thirty-five (35) years**. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Grantee or Grantee's assignees has certain rights regarding notice and right to cure any default of Grantee under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Assignment. Grantee's rights and obligations under the Agreement shall be assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Solar Energy Project contemplated by the Agreement.

6. Non-Interference and Setbacks. To the extent permitted by law Owner has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Grantee, such Sublessee or such Affiliate. Owner has agreed not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Grantee.

7. Subordination. The Agreement provides that from and after its effective date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject to (i) the Agreement and all of Grantee's rights, title and interests created thereby, (ii) any lien of any lender of Grantee's then in existence on the leasehold estate created by the Agreement, and (iii) Grantee's right to create a lien in favor of any lender of Grantee's.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

9. No Ownership. Owner shall have no ownership, lien, security or other interest in any Project Facilities installed on the Property, or except for as otherwise provided in the Agreement, any profits derived therefrom, and Grantee may remove any or all Project Facilities at any time.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]

Owner:

Wayne George Hartmann and Susanna L. Hartmann

By:

Name: Wayne George Hartmann

STATE OF ILLINOIS

§

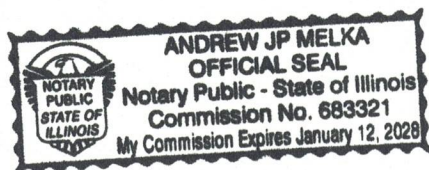
COUNTY OF KANE

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§

This instrument was acknowledged before me on this 23rd day of July, 2024 by Wayne George Hartmann.

[SEAL]



Notary Public

State of

My commission expires:

Illinois

1/12/28

By:

Name: Susanna L. Hartmann

STATE OF ILLINOIS

§

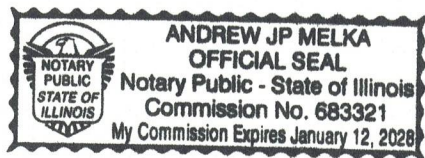
COUNTY OF KANE

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This instrument was acknowledged before me on this 23rd day of July, 2024 by Susanna L. Hartmann.

[SEAL]



Notary Public

State of

My commission expires:

Illinois

1/12/28

GRANTEE:
ILSOLAR07 LLC

By: Horizon Solar Power LLC, Manager

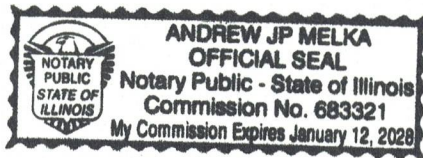
By: [Signature]
Name: Joe Borkowski
Title: Managing Director

STATE OF Illinois
COUNTY OF Cook

§
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This instrument was acknowledged before me on this 1st day of August, 2024 by Joe Borkowski, as Managing Director of Horizon Solar Power LLC, on behalf of said company.

[SEAL]



[Signature]
Notary Public
State of Illinois

My commission expires: 1/12/28

pd
Prepared by and after recording return to:
Horizon Solar Power
330 W Goethe St
Chicago IL 60610

Exhibit "A" to

MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

Description of the Overall Property

The following described land located in Kane County, State of Illinois, containing 43 acres, more or less:

THE WEST 29.25 ACRES OF THE NORTHEAST 1/4 OF SECTION 12 AND THE EAST 13.75 ACRES OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 40 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE TOWNSHIP OF VIRGIL, KANE COUNTY, ILLINOIS.

Exhibit "A-1" to

MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

Description of the Leased Property

The following described land located in Kane County, State of Illinois, containing 38.1 acres, more or less:

THE WEST 29.25 ACRES OF THE NORTHEAST 1/4 OF SECTION 12 AND THE EAST 13.75 ACRES OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 40 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE TOWNSHIP OF VIRGIL, KANE COUNTY, ILLINOIS.

EXCEPTING THEREFROM:

Starting in the Northwest Corner of the above described land, then South along the West Line of the above described land a distance of 2,000 feet to the place of beginning; thence East and parallel with the South Line of above described land a distance of 355.0 feet, thence South and parallel with the East Line of the above described land a distance of approximately 600.0 feet to the Quarter Section Line, thence West on and along said Quarter Section Line a distance of approximately 355 feet to the Southwest Corner of the above described land, thence North on and along the West Line of the above described land a distance of approximately 600.0 feet to the point of beginning.