



# Gustin Solar

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Harrisville Township

## **Exhibit A**

Landowner Agreements  
(Deeds & Recorded Memorandums)

June 15, 2026

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202500002887  
FILED FOR RECORD IN  
ALCONA COUNTY MICHIGAN  
MELISSA A. CORDES  
RECEIVED ON  
08/22/2025 10:17 AM  
RECORDED ON  
08/22/2025 10:31 AM  
RECORDING FEE 30.00  
PAGES: 5  
ELECTRONICALLY RECORDED

FIRST AMENDMENT TO MEMORANDUM OF SOLAR EASEMENT AGREEMENT

Gustin Solar

SAP# 40516246  
Master Tract# SOLO00000000309  
Agreement# MIO0000066409

By a certain Memorandum of Solar Easement Agreement dated October 21, 2022 and recorded on December 5, 2022, in Document No. 202200004147, Alcona County Records, record notice was previously given that **DONNA JANICE EMERICK, and RANDY A. THOMPSON and KATHERINE M. THOMPSON, husband and wife, as joint tenants with full rights of survivorship** (together with its successors, assigns and heirs, "**Owner**"), whose address is 3346 East Clemens Road, Harrisville, Michigan 48740, granted and conveyed to CONSUMERS ENERGY COMPANY, a Michigan corporation (together with its transferees, successors and assigns, "**Grantee**"), whose address is One Energy Plaza, Jackson, Michigan 49201, certain easements and rights covering land in the Township of Harrisville, County of Alcona, State of Michigan described as:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

as set forth in a certain Solar Easement Agreement (the "Agreement") dated October 21, 2022, between Owner and Grantee. NOTICE IS HEREBY GIVEN that Owner and Grantee have now agreed on certain revisions to the Exhibit A-1 of the Agreement, and for ease of reference, that they have amended the Agreement (to include all of their agreed-upon revisions as well as all unchanged provisions) between Owner and Grantee.

IN WITNESS WHEREOF, the Owner and Grantee have executed this First Amendment to Memorandum of Solar Easement Agreement this 18<sup>th</sup> day of July, 2025.

EXEMPT FROM TRANSFER TAX PER MCL 207.526(f) AND MCL 207.505(f)

"Owner":

Donna Janice Emerick

Donna J. Emerick aka Donna Janice Emerick

Acknowledgement

The foregoing instrument was acknowledged before me in Alcona County, Michigan,  
on 7/18/2025 by Donna J. Emerick, aka Donna Janice Emerick  
Date

David O. Webb

David O. Webb - Notary Public

Jackson County, Michigan

Acting in Alcona County

My Commission expires: 12/03/2027

DAVID O WEBB  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF JACKSON  
My Commission Expires December 3, 2027  
Acting in the County of Alcona

"Owner":

Randy A. Thompson  
Randy A. Thompson

Katherine M. Thompson  
Katherine M. Thompson

Acknowledgement

The foregoing instrument was acknowledged before me in Alcona County, Michigan,  
on July 18, 2025 by Randy A. Thompson and Katherine M. Thompson, husband and wife.  
Date

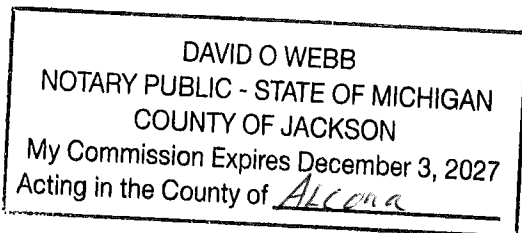
David O. Webb

David O. Webb - Notary Public

Jackson County, Michigan

Acting in Alcona County

My Commission expires: 12/03/2027



"Grantee":

CONSUMERS ENERGY COMPANY

By: Kaycee Valkuchak  
Signature

Kaycee Valkuchak  
Print Name

Its: Project Manager  
Print Title

Acknowledgement

The foregoing instrument was acknowledged before me in Jackson County, Michigan, on August 14, 2025,  
by Kaycee Valkuchak, project manager of Consumers Energy Company,  
a Michigan corporation, for the corporation.

CARRIE J. MAIN  
Notary Public, State of Michigan  
County of Hillsdale  
Acting in Jackson County  
My Commission Expires Jan. 6, 2029

Carrie J Main  
Notary Public

Print Name \_\_\_\_\_  
\_\_\_\_\_, County, Michigan  
Acting in \_\_\_\_\_ County  
My Commission expires: \_\_\_\_\_

Prepared By:  
Sarah Allbee, 06/05/2025  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201  
Project Manager: Kaycee Valkuchak  
Revised By: Tabitha Metcalf, 6/17/2025

After recording, return to:  
Carrie Main, EP7-464  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Description of the Property

Land situated in the Township of Harrisville, County of Alcona, State of Michigan

The Northwest 1/4 of the Northwest 1/4, Section 19, Town 26 North, Range 9 East.

Parcel ID: 060-019-200-010-00

AND

The South 1/2 of the Southwest 1/4, Section 18, Town 26 North, Range 9 East, EXCEPT: Commencing on the centerline of Barlow Road and the intersection of the South line; thence North 547.00 feet along the centerline to the Point of Beginning; thence Easterly 297.00 feet; thence Northerly 119.00 feet; thence Easterly 384.00 feet; thence Northerly 584.00 feet; thence Westerly 681.00 feet; thence Southerly 703.00 feet along the centerline of Barlow Road to the Point of Beginning.

Parcel ID: 060-018-300-012-00

202500002053  
FILED FOR RECORD IN  
ALCONA COUNTY MICHIGAN  
MELISSA A. CORDES  
RECEIVED ON  
06/13/2025 08:31 AM  
RECORDED ON  
06/13/2025 08:39 AM  
RECORDING FEE 30.00  
PAGES: 4  
ELECTRONICALLY RECORDED

FIRST AMENDMENT TO MEMORANDUM OF SOLAR EASEMENT AGREEMENT  
Gustin Solar

SAP# 40516246  
Agreement# MI00000066401

By a certain Memorandum of Solar Easement Agreement dated October 21<sup>st</sup>, 2022 and recorded on December 5<sup>th</sup>, 2022, as Document No. 202200004148, Alcona County Records, record notice was previously given that **RANDY A. THOMPSON and KATHERINE M. THOMPSON, husband and wife** (together with its successors, assigns and heirs, "Owner"), whose address is 3375 East Dellar Road, Harrisville, Michigan 48740, granted and conveyed to CONSUMERS ENERGY COMPANY, a Michigan corporation (together with its transferees, successors and assigns, "Grantee"), whose address is One Energy Plaza, Jackson, Michigan 49201, certain easements and rights covering land in the Township of Harrisville, County of Alcona, State of Michigan described as:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

as set forth in a certain Solar Easement Agreement (the "Agreement") dated October 21<sup>st</sup>, 2022, between Owner and Grantee.

NOTICE IS HEREBY GIVEN that Owner and Grantee have now agreed on certain revisions to Exhibit A of the Agreement, and for ease of reference, that they have amended the Agreement (to include all of their agreed-upon revisions as well as all unchanged provisions) between Owner and Grantee.

IN WITNESS WHEREOF, the Owner and Grantee have executed this First Amendment to Memorandum of Solar Easement Agreement this 24<sup>th</sup> day of May, 2025.

EXEMPT FROM TRANSFER TAX PER MCL 207.526(f) AND MCL 207.505(f)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and have affixed their respective signatures as of the day and year first above written.

"Owner":

Randy A. Thompson

Randy A. Thompson

Katherine M. Thompson

Katherine M. Thompson

Acknowledgement

The foregoing instrument was acknowledged before me in Alcona County, Michigan,  
on May 24, 2025 by Randy A. Thompson and Katherine M. Thompson, husband and wife.

David O. Webb

David O. Webb - Notary Public

Jackson County, Michigan

Acting in Alcona County

My Commission expires: 12/03/2027

DAVID O WEBB  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF JACKSON  
My Commission Expires December 3, 2027  
Acting in the County of Alcona

"Grantee":  
CONSUMERS ENERGY COMPANY

By: Kaycee Valkuchak  
Signature

Kaycee Valkuchak  
Print Name

Its: Project manager  
Print Title

Acknowledgement

The foregoing instrument was acknowledged before me in Jackson County, Michigan, on June 2,  
2025, by Kaycee Valkuchak Project manager of  
Consumers Energy Company, a Michigan corporation, for the corporation.

CARRIE J. MAIN  
Notary Public, State of Michigan  
County of Hillsdale  
Acting in Jackson County  
My Commission Expires Jan. 6, 2029

Carrie J Main  
Notary Public

Print Name

County, Michigan

Acting in \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

Prepared By:  
Liana Berg, 05/12/2025  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201  
Project Manager: Kaycee Valkuchak

After recording, return to:  
Carrie Main, EP7-464  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Description of the Property

Land situated in the Township of Harrisville, County of Alcona, State of Michigan

The Southwest 1/4 of the Southwest 1/4 of Section 20, Township 26 North, Range 9 East.

Parcel ID: 060-020-300-010-00

202500002922  
FILED FOR RECORD IN  
ALCONA COUNTY MICHIGAN  
MELISSA A. CORDES  
RECEIVED ON  
08/27/2025 10:07 AM  
RECORDED ON  
08/27/2025 10:23 AM  
RECORDING FEE 30.00  
PAGES: 6  
ELECTRONICALLY RECORDED

**SECOND AMENDMENT TO MEMORANDUM OF SOLAR EASEMENT AGREEMENT**  
Gustin Solar

SAP# 40516246  
Agreement# MI00000066401

By a certain Memorandum of Solar Easement Agreement dated October 21, 2022, and recorded on December 5, 2022, in Document No. 20220004148, Alcona County Records, and a certain First Amendment to Memorandum of Solar Easement Agreement dated May 24, 2025 and recorded June 13, 2025 in Document No. 202500002053, Alcona County Records, record notice was previously given that **RANDY A. THOMPSON AND KATHERINE M. THOMPSON, husband and wife** (together with its successors, assigns and heirs, "**Owner**"), whose address is 3375 East Dellar Road, Harrisville, Michigan 48740, granted and conveyed to CONSUMERS ENERGY COMPANY, a Michigan corporation (together with its transferees, successors and assigns, "**Grantee**"), whose address is One Energy Plaza, Jackson, Michigan 49201, certain easements and rights covering land in the Township of Harrisville, County of Alcona, State of Michigan described as:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

as set forth in a certain Solar Easement Agreement (the "Agreement") dated October 21, 2022, and a certain First Amendment to Solar Easement Agreement May 24, 2025 between Owner and Grantee.

NOTICE IS HEREBY GIVEN that Owner and Grantee have now agreed on certain revisions to Exhibit A of the Agreement, and for ease of reference, that they have amended the Agreement (to include all of their agreed-upon revisions as well as all unchanged provisions) between Owner and Grantee.

IN WITNESS WHEREOF, the Owner and Grantee have executed this Second Amendment to Memorandum of Solar Easement Agreement this 6<sup>th</sup> day of August, 2025.

EXEMPT FROM TRANSFER TAX PER MCL 207.526(f) AND MCL 207.505(f)

"Owner":

Randy A. Thompson

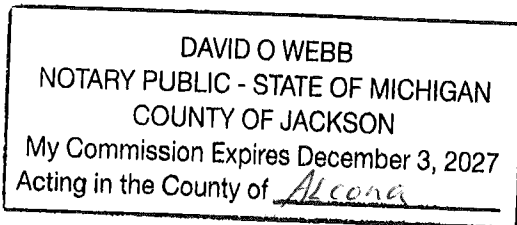
Randy A. Thompson

Katherine M. Thompson

Katherine M. Thompson

Acknowledgement

The foregoing instrument was acknowledged before me in Alcona County, Michigan,  
on August 6, 2025 by Randy A. Thompson and Katherine M. Thompson, husband and  
wife.



David O. Webb

David O. Webb - Notary Public

Jackson County, Michigan

Acting in Alcona County

My Commission expires: 12/03/2027

"Grantee":  
CONSUMERS ENERGY COMPANY

By: Kaycee Valkuchak  
Signature

Kaycee Valkuchak  
Print Name

Its: Project Manager  
Print Title

Acknowledgement

The foregoing instrument was acknowledged before me in Jackson County, Michigan, on August 25, 2025, by Kaycee Valkuchak Project manager of Consumers Energy Company, a Michigan corporation, for the corporation.

CARRIE J. MAIN  
Notary Public, State of Michigan  
County of Hillsdale  
Acting in Jackson County  
My Commission Expires Jan. 6, 2029

Carrie J Main  
Notary Public

Print Name  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County  
My Commission expires: \_\_\_\_\_

Prepared By:  
Sarah Allbee, 07/10/2025  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201  
Project Manager: Kaycee Valkuchak  
Revised By: Sarah Allbee, 07/21/2025

After recording, return to:  
Carrie Main, EP7-464  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Description of the Property

Land situated in the Township of Harrisville, County of Alcona, State of Michigan

The Southwest 1/4 of the Southwest 1/4 of Section 20, Town 26 North, Range 9 East.

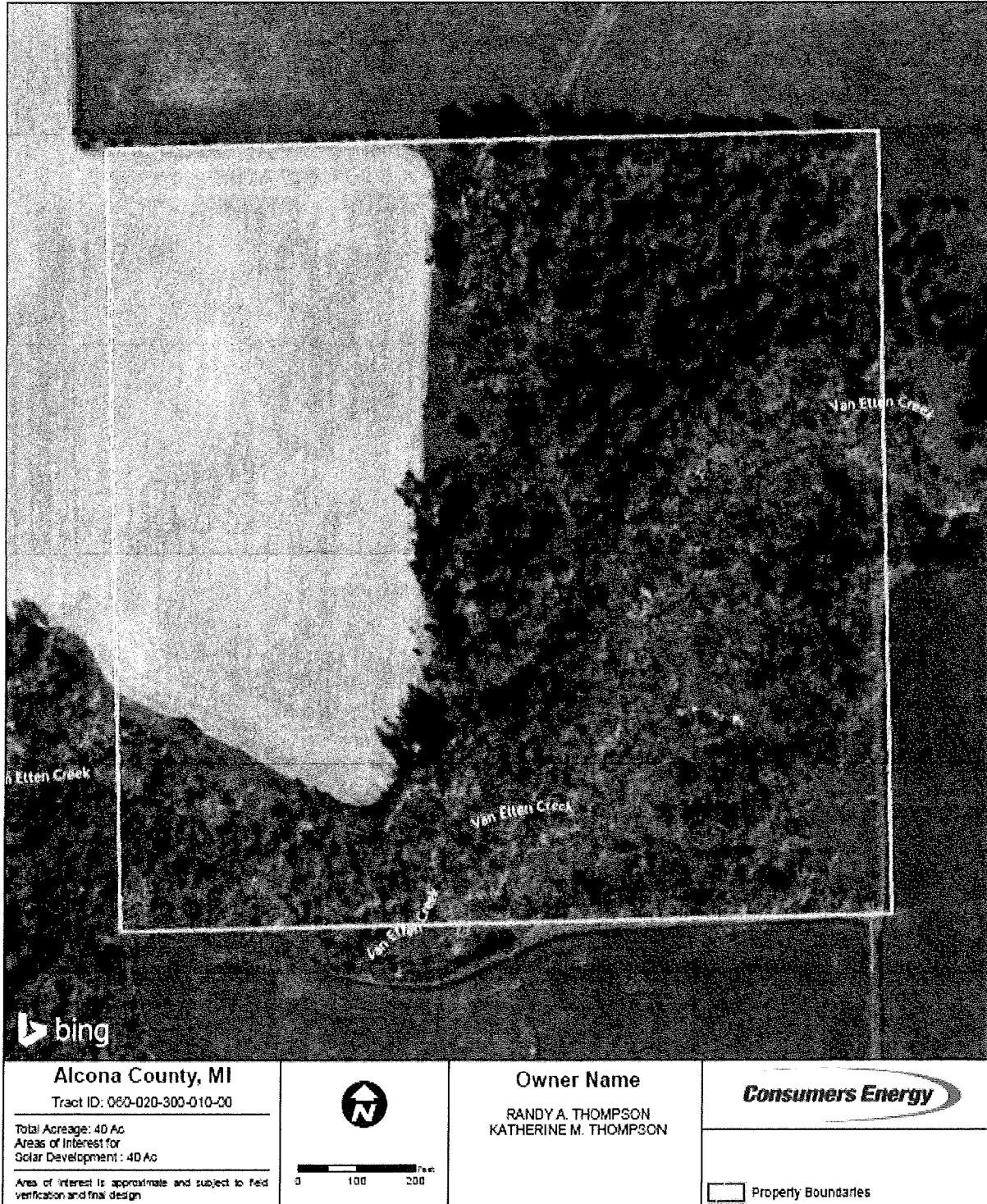
Parcel ID: 060-020-300-010-00

AND

The Northeast 1/4, EXCEPT the East 1/2 of the East 1/2 and the Northeast 1/4 of the Northwest 1/4, Section 30, Town 26 North, Range 9 East.

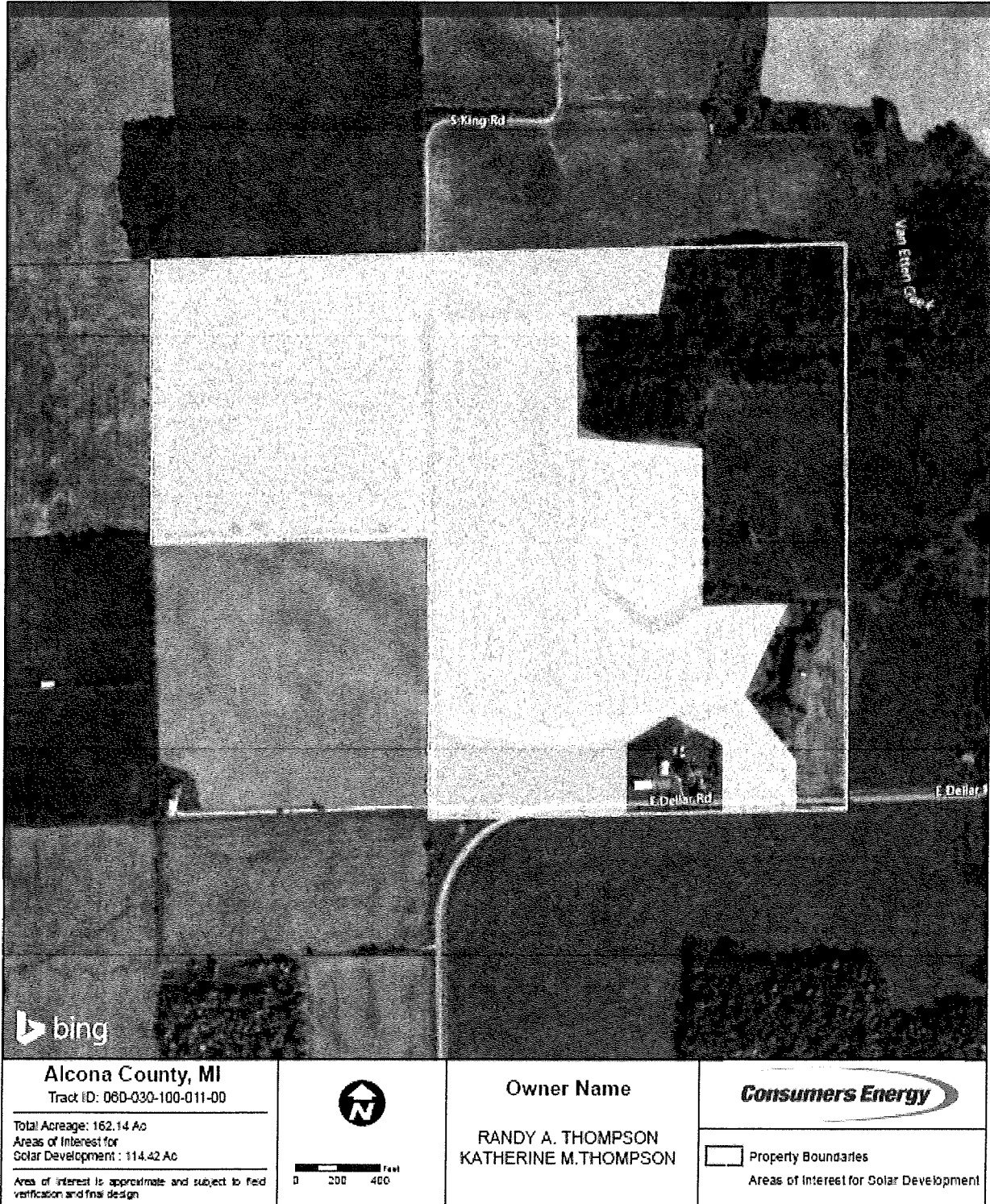
Parcel ID: 060-030-100-011-00

**Exhibit A-1**  
Harrisville Township  
SEC 020 T26N R09E



Date: 5/8/2025

**Exhibit A-1**  
Harrisville Township  
SEC 030 T26N R09E



Received Alcona County Michigan  
11/21/2022 8:32 AM



DocId:00203333

Tx:4015609

202200004148

FILED FOR RECORD IN  
ALCONA COUNTY MICHIGAN

MELISSA A. CORDES

12/05/2022 10:42 AM

RECORDING FEE 30.00

PAGES: 4

# MEMORANDUM OF SOLAR EASEMENT AGREEMENT

SAP# 40516246

Master Tract # SOL000000000308

Agreement # MI00000066401

NOTICE IS HEREBY GIVEN that RANDY A. THOMPSON AND KATHERINE M. THOMPSON, husband and wife, (together with its successors, assigns and heirs, "Owner"), whose address is 3375 E. Dellar Road, Harrisville, Michigan 48740, has granted and conveyed to CONSUMERS ENERGY COMPANY, a Michigan corporation (together with its transferees, successors and assigns, "Grantee"), whose address is One Energy Plaza, Jackson, Michigan 49201, certain easements and rights covering the following land described in Exhibit A residing in the Township of Harrisville, County of Alcona, State of Michigan:

Exempted from transfer tax per MCL 207.526(f) and MCL 207.505(f)

As set forth in that certain Solar Easement Agreement between Owner and Grantee dated 10-21-22

[Signatures on Following Page]

Received Alcona County Michigan  
12/5/2022 8:34 AM

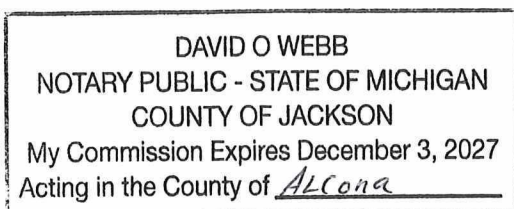
IN WITNESS WHEREOF, Owner and Grantee have executed this Memorandum as of the above-mentioned date of the Solar Easement Agreement.

"Owner":  
Randy A. Thompson  
Randy A. Thompson

Katherine M. Thompson  
Katherine M. Thompson

The foregoing instrument was acknowledged before me in Alcona County, Michigan,  
on 10-21-22 by Randy A. Thompson and Katherine M. Thompson, husband and wife.

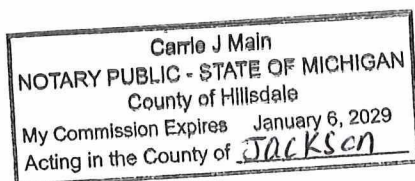
David O. Webb  
Notary Public  
David O. Webb



Franklin County, Michigan  
Acting in Alcona County  
My Commission expires: 12/03/2027

"Grantee":  
CONSUMERS ENERGY COMPANY  
By: [Signature]  
Its: TIM R. CLAUCHERTY  
REAL ESTATE PM

The foregoing instrument was acknowledged before me in JACKSON County, Michigan, on November 6, 20 22, by TIM R. CLAUCHERTY of Consumers Energy Company, a Michigan corporation, for the corporation.



Carrie J. Main  
Notary Public  
Print Name \_\_\_\_\_  
County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County  
My Commission expires: \_\_\_\_\_

Prepared By:  
Cheryl Gillman, P24-720, 9/20/2022  
Consumers Energy Company  
1945 W. Parnall Rd  
Jackson, MI 49201  
Project Manager: Tim Claucherty (JS)

After recording, return to:  
Carrie Main, P24-720  
Consumers Energy Company  
1945 W. Parnall Rd  
Jackson, MI 49201

EXHIBIT A

### Description of the Property

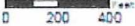
Land situated in the Township of Harrisville, County of Alcona, State of Michigan

The Northeast 1/4, EXCEPT the East 1/2 of the East 1/2 and the Northeast 1/4 of the Northwest 1/4, Section 30, Town 26 North, Range 9 East,

Parcel ID: 060-030-100-011-00

**Exhibit A-1**  
Harrisville Township  
SEC 030 T26N R09E



|                                                                                                                                                                                                                                                                                |                                                                                                                                                                            |                                                   |                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Alcona County, MI</b><br/> Tract ID: 060-030-100-011-00</p> <hr/> <p>Total Acreage: 162.14 Ac<br/> Areas of Interest for Solar Development: 114.42 Ac</p> <hr/> <p><small>Area of Interest is approximate and subject to field verification and final design</small></p> | <br> | <p><b>Owner Name</b></p> <p>RANDY A. THOMPSON</p> | <br><hr/> <p> Property Boundaries<br/>  Areas of Interest for Solar Development</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Date: 9/30/2022

Received Alcona County Michigan  
11/21/2022 8:32 AM

202200004147  
FILED FOR RECORD IN  
ALCONA COUNTY MICHIGAN  
MELISSA A. CORDES  
12/05/2022 10:42 AM  
RECORDING FEE 30.00  
PAGES: 6

MEMORANDUM OF SOLAR EASEMENT AGREEMENT

SAP# 40516246  
Master Tract # SOL000000000309  
Agreement # MI00000066409

NOTICE IS HEREBY GIVEN that ROBERT L. EMERICK AND DONNA JANICE EMERICK, husband and wife, and RANDY A. THOMPSON AND KATHERINE M. THOMPSON, husband and wife, as joint tenants with full rights of survivorship (together with its successors, assigns and heirs, "Owner"), whose address is 3346 E. Clemens Road, Harrisville, Michigan 48740, has granted and conveyed to CONSUMERS ENERGY COMPANY, a Michigan corporation (together with its transferees, successors and assigns, "Grantee"), whose address is One Energy Plaza, Jackson, Michigan 49201, certain easements and rights covering the following land described in Exhibit A residing in the Township of Harrisville, County of Alcona, State of Michigan:

Exempted from transfer tax per MCL 207.526(f) and MCL 207.505(f)

As set forth in that certain Solar Easement Agreement between Owner and Grantee dated 10-21-22

[Signatures on Following Page]

Received Alcona County Michigan  
12/5/2022 8:34 AM

IN WITNESS WHEREOF, Owner and Grantee have executed this Memorandum as of the above-mentioned date of the Solar Easement Agreement.

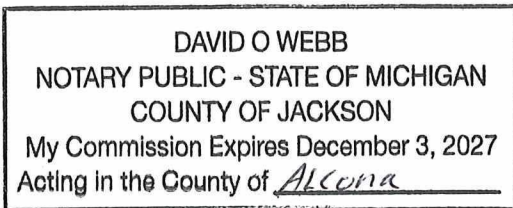
"Owner":

Robert L. Emerick  
Robert L. Emerick

Donna J. Emerick  
Donna J. Emerick

The foregoing instrument was acknowledged before me in Alcona County, Michigan,

on 10-21-22 by Robert L. Emerick and Donna J. Emerick, husband and wife, as joint tenants with full rights of survivorship.



David O Webb  
Notary Public

David O. Webb

Franklin County, Michigan

Acting in Alcona County

My Commission expires: 12/03/2027

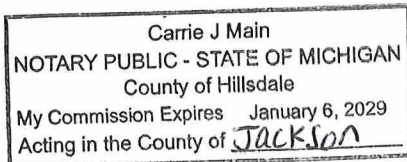
"Grantee":

CONSUMERS ENERGY COMPANY

By: TIM R. CLAUCHERTY

Its: REAL ESTATE PM

The foregoing instrument was acknowledged before me in JACKSON County, Michigan, on November 6, 20 22, by TIM R. CLAUCHERTY, real estate p.m. of Consumers Energy Company, a Michigan corporation, for the corporation.



Carrie J Main  
Notary Public

Print Name

County, \_\_\_\_\_

Acting in \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

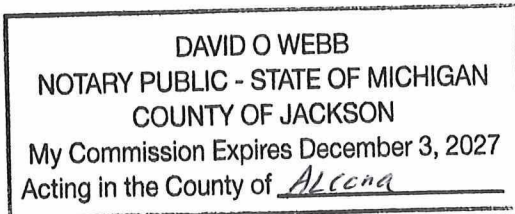
"Owner":

Randy A. Thompson  
Randy A. Thompson

Katherine M. Thompson  
Katherine M. Thompson

The foregoing instrument was acknowledged before me in Alcona County, Michigan,

on 10-31-22 by Randy A. Thompson and Katherine M. Thompson, husband and wife, as joint tenants with full rights of survivorship.



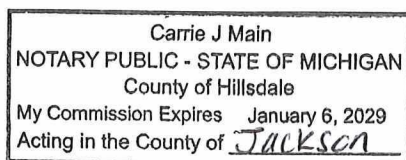
David O. Webb  
Notary Public  
David O. Webb

Franklin County, Michigan  
Acting in Alcona County  
My Commission expires: 12/03/2027

"Grantee":  
CONSUMERS ENERGY COMPANY

By: Tim R. Claucherty  
Its: REAL ESTATE PM

The foregoing instrument was acknowledged before me in JACKSON County, Michigan, on November 6, 20 22, by Tim Claucherty of Consumers Energy Company, a Michigan corporation, for the corporation. real estate p.m.



Carrie J Main  
Notary Public

Print Name \_\_\_\_\_  
County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County  
My Commission expires: \_\_\_\_\_

Prepared By:  
Cheryl Gillman, P24-720, 9/20/2022  
Consumers Energy Company  
1945 W. Parnall Rd  
Jackson, MI 49201  
Project Manager: Tim Claucherty (JS)

After recording, return to:  
Carrie Main, P24-720  
Consumers Energy Company  
1945 W. Parnall Rd  
Jackson, MI 49201

EXHIBIT A

Description of the Property

Land situated in the Township of Harrisville, County of Alcona, State of Michigan

The Northwest 1/4 of the Northwest 1/4, Section 19, Town 26 North, Range 9 East,

Parcel ID: 060-019-200-010-00

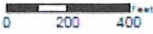
AND

The South 1/2 of the Southwest 1/4, Section 18, Town 26 North, Range 9 East, EXCEPT: Commencing on the centerline of Barlow Road and the intersection of South line; thence North 547.00 feet along the centerline to the Point of Beginning; thence Easterly 297.00 feet; thence Northerly 119.00 feet; thence Easterly 384.00 feet; thence Northerly 584.00 feet; thence Westerly 681.00 feet; thence Southerly 703.00 feet along the centerline of Barlow Road to the Point of Beginning.

Parcel ID: 060-018-300-012-00

**Exhibit A-1**  
Harrisville Township  
SEC 019 T26N R09E

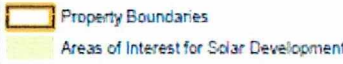


|                                                                                                                                                                                                                                                                        |                                                                                                                                                                            |                                                                                                                           |                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Alcona County, MI</b><br/> Tract ID: 060-018-200-010-00</p> <hr/> <p>Total Acreage: 40.00 Ac<br/> Area of Interest for<br/> Solar Development: 40.00 Ac</p> <hr/> <p>Area of Interest is approximate and subject to field<br/> verification and final design</p> | <br> | <p><b>Owner Name</b></p> <p>ROBERT L. EMERICK<br/> DONNA J. EMERICK<br/> RANDY A. THOMPSON<br/> KATHERINE M. THOMPSON</p> | <br> Property Boundaries |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Date: 9/30/2022

**Exhibit A-1**  
**Harrisville Township**  
**SEC 018 T26N R09E**



|                                                                                                                                                                                                                                                                |                                                                                                                                                                            |                                                |                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Alcona County, MI</b><br/> Tract ID: 060-018-300-012-00</p> <hr/> <p>Total Acreage: 68.64 Ac<br/> Areas of Interest for Solar Development: 27.38 Ac</p> <hr/> <p>Area of Interest is approximate and subject to field verification and final design.</p> | <br> | <p><b>Owner Name</b></p> <p>RANDY THOMPSON</p> | <br> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Date: 9/30/2022

202500003100  
FILED FOR RECORD IN  
ALCONA COUNTY MICHIGAN  
MELISSA A. CORDES  
RECEIVED ON  
09/11/2025 09:52 AM  
RECORDED ON  
09/11/2025 10:13 AM  
RECORDING FEE 30.00  
PAGES: 4  
ELECTRONICALLY RECORDED

**SECOND AMENDMENT TO MEMORANDUM OF SOLAR EASEMENT AGREEMENT**

Gustin Solar

SAP# 40516246  
Agreement# MI00000066418

By a certain Memorandum of Solar Easement Agreement dated October 21, 2022 and recorded on December 5, 2022, in Document No. 202200004149, Alcona County Records, and a certain First Memorandum of Solar Easement Agreement dated May 31, 2025 and recorded on June 18, 2025, in Document No. 202500002094, Alcona County Records, record notice was previously given that **DONNA J. EMERICK** (together with its successors, assigns and heirs, "**Owner**"), whose address is 3346 East Clemens Road, Harrisville, Michigan 48740, granted and conveyed to CONSUMERS ENERGY COMPANY, a Michigan corporation (together with its transferees, successors and assigns, "**Grantee**"), whose address is One Energy Plaza, Jackson, Michigan 49201, certain easements and rights covering land in the Township of Harrisville, County of Alcona, State of Michigan described as:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

as set forth in a certain Solar Easement Agreement (the "Agreement") dated October 21, 2022 and a First Solar Easement Agreement dated May 31, 2025, between Owner and Grantee.

NOTICE IS HEREBY GIVEN that Owner and Grantee have now agreed on certain revisions to the Exhibit A of the Agreement, and for ease of reference, that they have amended the Agreement (to include all of their agreed-upon revisions as well as all unchanged provisions) between Owner and Grantee.

IN WITNESS WHEREOF, the Owner and Grantee have executed this Second Amendment to Memorandum of Solar Easement Agreement this 6<sup>th</sup> day of August, 2025.

EXEMPT FROM TRANSFER TAX PER MCL 207.526(f) AND MCL 207.505(f)

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and have affixed their respective signatures as of the day and year first above written.

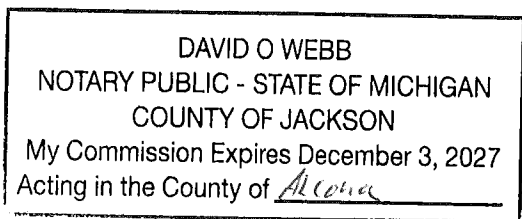
"Owner":

Donna J. Emerick

Donna J. Emerick

Acknowledgement

The foregoing instrument was acknowledged before me in Alcona County, Michigan,  
on August 6, 2025 by Donna J. Emerick.



David O. Webb

David O. Webb - Notary Public

Jackson County, Michigan

Acting in Alcona County

My Commission expires: 12/03/2027

"Grantee":  
**CONSUMERS ENERGY COMPANY**

By: Kaycee Valkuchak  
Signature

Kaycee Valkuchak  
Print Name

Its: Project manager  
Print Title

Acknowledgement

The foregoing instrument was acknowledged before me in Jackson County, Michigan, on August 25,  
20 25, by Kaycee Valkuchak, Project manager of  
Consumers Energy Company, a Michigan corporation, for the corporation.

Carrie J Main  
Notary Public

**CARRIE J. MAIN**  
Notary Public, State of Michigan  
County of Hillsdale  
Acting in Jackson County  
My Commission Expires Jan. 6, 2029

Print Name \_\_\_\_\_  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County  
My Commission expires: \_\_\_\_\_

Prepared By:  
Sarah Allbee, 07/16/2025  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201  
Project Manager: Kaycee Valkuchak

After recording, return to:  
Carrie Main, EP7-464  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Description of the Property

Land situated in the Township of Harrisville, County of Alcona, State of Michigan

The East 1/2 of the Northeast 1/4 of Section 19, Township 26 North, Range 9 East.

Parcel ID: 060-019-100-020-00

AND

The East 1/2 of the Southeast 1/4 of Section 19, Township 26 North, Range 9 East.

Parcel ID: 060-019-400-005-00

AND

The West 1/2 of the Southeast 1/4 of Section 19, Township 26 North, Range 9 East, EXCEPT: Commencing at the center of said Section; thence South 481.00 feet, more or less, along the North and South 1/4 line to marker; thence Northeasterly 166.00 feet, more or less to marker; thence North 184.00 feet to the centerline of Clemens Road; thence West 551.00 feet, more or less, along the centerline to the Point of Beginning.

Parcel ID: 060-019-400-010-01

AND

The North 1/2 of the Southwest 1/4 of Section 19, Township 26 North, Range 9 East.

Parcel ID: 060-019-300-004-00

Received Alcona County Michigan  
11/21/2022 8:32 AM

Received Alcona County Michigan  
12/5/2022 8:34 AM



DocId:6020334

Tx:4015609

202200004149  
FILED FOR RECORD IN  
ALCONA COUNTY MICHIGAN  
MELISSA A. CORDES  
12/05/2022 10:42 AM  
RECORDING FEE 30.00  
PAGES: 5

# MEMORANDUM OF SOLAR EASEMENT AGREEMENT

SAP# 40516246  
Master Tract # SOL000000000310  
Agreement #MI00000061418

NOTICE IS HEREBY GIVEN that ROBERT L. EMERICK AND DONNA J. EMERICK, husband and wife, as joint tenants with full rights of survivorship (together with its successors, assigns and heirs, "Owner"), whose address is 3346 E. Clemens Road, Harrisville, Michigan 48740, has granted and conveyed to CONSUMERS ENERGY COMPANY, a Michigan corporation (together with its transferees, successors and assigns, "Grantee"), whose address is One Energy Plaza, Jackson, Michigan 49201, certain easements and rights covering the following land described in Exhibit A residing in the Township of Harrisville, County of Alcona, State of Michigan:

Exempted from transfer tax per MCL 207.526(f) and MCL 207.505(f)

As set forth in that certain Solar Easement Agreement between Owner and Grantee dated 10-21-22.

[Signatures on Following Page]

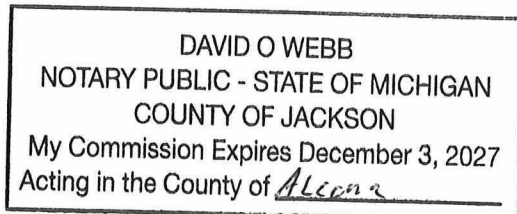
IN WITNESS WHEREOF, Owner and Grantee have executed this Memorandum as of the above-mentioned date of the Solar Easement Agreement.

"Owner":

Robert L. Emerick  
Robert L. Emerick

Donna J. Emerick  
Donna J. Emerick

The foregoing instrument was acknowledged before me in Alcona County, Michigan,  
on 10-21-22 by Robert L. Emerick and Donna J. Emerick, husband and wife, as  
joint tenants with full rights of survivorship.



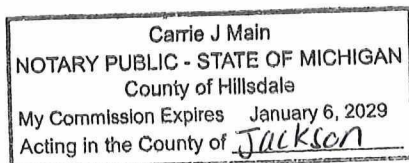
David O. Webb  
Notary Public  
David O. Webb

Franklin County, Michigan  
Acting in Alcona County  
My Commission expires: 12/03/2027

"Grantee":  
CONSUMERS ENERGY COMPANY

By: Tim R. Claucherty  
Its: REAL ESTATE PM

The foregoing instrument was acknowledged before me in JACKSON County, Michigan, on November 6, 20 22, by TIM R. CLAUCHERTY  
Real estate P.m of Consumers Energy Company, a Michigan corporation, for the corporation.



Carrie J Main  
Notary Public

Print Name \_\_\_\_\_  
County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County  
My Commission expires: \_\_\_\_\_

Prepared By: Cheryl Gillman, P24-720, 9/20/2022  
Revised: 10/5/2022  
Consumers Energy Company  
1945 W. Parnall Rd  
Jackson, MI 49201  
Project Manager: Tim Claucherty (JS)

After recording, return to:  
Carrie Main, P24-720  
Consumers Energy Company  
1945 W. Parnall Rd  
Jackson, MI 49201

## EXHIBIT A

### Description of the Property

Land situated in the Township of Harrisville, County of Alcona, State of Michigan

The North 1/2 of the Southwest 1/4, Section 19, Town 26 North, Range 9 East.

Parcel ID:060-019-300-004-00

AND

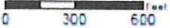
The West 1/2 of the Southeast 1/4, Section 19, Town 26 North, Range 9 East, EXCEPT: Commencing at the center of said section; thence South 481.00, more or less, along the North and South 1/4 line to marker; thence Northeasterly 166.00 feet, more or less to marker; thence North 184.00 feet to the centerline of Clemens Road; thence West 551.00 feet, more or less, along the centerline to the Point of Beginning.

Parcel ID: 060-019-400-010-01

Exhibit A-1  
Harrisville Township  
SEC 19 T26N R09E

6-11-2

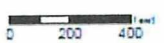


|                                                                                                                                                                                                                                                                                         |                                                                                                                                                                            |                                                                                |                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Alcona County, MI</b><br/> Tract ID: 080-019-300-004-00</p> <hr/> <p>Total Acreage: 80.00 Ac<br/> Areas of Interest for<br/> Solar Development : 80.00 Ac</p> <hr/> <p><small>Area of Interest is approximate and subject to field<br/> verification and final design</small></p> | <br> | <p><b>Owner Name</b></p> <p><b>ROBERT L. EMERICK<br/> DONNA J. EMERICK</b></p> | <br> Property Boundaries |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Date: 10/4/2022

**Exhibit A-1**  
**Harrisville Township**  
**SEC 019 T26N R09E**



|                                                                                                                                                                                                                                                               |                                                                                                                                                                            |                                                   |                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Alcona County, MI</b><br/> Tract ID: 060-019-400-010-01</p> <hr/> <p>Total Acreage: 74.08 Ac<br/> Areas of Interest for Solar Development : 40.3 Ac</p> <hr/> <p>Area of Interest is approximate and subject to field verification and final design</p> | <br> | <p><b>Owner Name</b></p> <p>ROBERT L. EMERICK</p> | <br> Property Boundaries<br> Areas of Interest for Solar Development |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Date: 9/30/2022

202500000539  
FILED FOR RECORD IN  
ALCONA COUNTY MICHIGAN  
MELISSA A. CORDES  
RECEIVED ON  
03/06/2025 08:40 AM  
RECORDED ON  
03/06/2025 08:48 AM  
RECORDING FEE 30.00  
PAGES: 4  
ELECTRONICALLY RECORDED

MEMORANDUM OF SOLAR EASEMENT AGREEMENT  
Gustin Solar

SAP# 40516246  
Agreement# MI00000067834

NOTICE IS HEREBY GIVEN that DONALD COLIN MACMASTER AND DR. TINA MARIE ROSSI, husband and wife (together with its successors, assigns and heirs, "Owner"), whose address is 200 Long Rapids Road, Alpena, Michigan 49707, has granted and conveyed to CONSUMERS ENERGY COMPANY, a Michigan corporation (together with its transferees, successors and assigns, "Grantee"), whose address is One Energy Plaza, Jackson, Michigan 49201, certain easements and rights covering the following land described in Exhibit A residing in the Township of Harrisville, County of Alcona, State of Michigan:

Among these easements and rights, Owner has granted Grantee the following:

1. Grant of Easement. Owner has granted, conveyed, and warranted to Grantee an exclusive easement to use, convert, maintain and capture the flux of solar energy on, over, across, under and through the Property, including, but not limited to, the air space thereon, for the purposes set forth below (the "Easement").

1.1. Purposes of the Easement. The Easement is solely and exclusively for solar energy purposes (as such term is broadly defined, including ancillary rights related thereto and necessary for the development and operation of Solar Facilities [as defined below]), and not for any other purpose, and Grantee shall have the exclusive right to develop and use the Property for solar energy purposes and to derive all profits therefrom, including but not limited to the following activities (collectively, "Site Activities"):

1.1.1. Converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted;

1.1.2. Determining the feasibility of solar energy conversion and other power generation on the Property or on adjacent lands, including studies of solar energy emitted upon, over and across the Property and other meteorological data, environmental studies and extracting soil samples;

1.1.3. Constructing, laying down, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, maintaining, repairing and operating the following: (i) solar energy collection and electrical generating equipment of any kind (including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively, "Solar Generating Equipment"); (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, inverters, transformers and substations, energy storage facilities, and telecommunications equipment; (iii) roads and crane pads; (iv) meteorological measurement equipment; (v) control buildings, operations and maintenance facilities and buildings; and (vi) installing, operating, maintaining, repairing and replacing any other improvements, whether accomplished by Grantee or a third party authorized by Grantee, that

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RFM 5/2023  
2/09/2023

MI67834

Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing (all of the above, including the Solar Generating Equipment, collectively "**Solar Facilities**").

1.2. Other Uses. Owner agrees to provide Grantee with current information concerning the status and location of all other land uses occurring on the Property (including, without limitation, agricultural use, industrial use and oil and gas exploration and production activities). Any new leases or renewals and or extensions of existing leases, options to lease, seismic operations, or any other agreement made by Owner with a third party regarding the Property (including any of the foregoing related to water, oil, gas or other minerals) shall be consented to by Grantee in writing and contain language that states that such third party shall not disturb, interfere with, preclude, or destroy Grantee's rights hereunder and its interest is subordinate to the right, title and interest of Grantee.

2. Term. The term of the Easement shall commence on the Effective Date and continue for the following described periods (collectively, the "**Term**");

2.1. Development Term. This Easement, and the easements set forth herein, shall be for an initial term (the "**Development Term**") commencing on the Effective Date and continuing until the earlier to occur of: (a) five (5) years after the Effective Date or (b) the date on which the Operations Term commences. Grantee shall use the Development Term to satisfy the "all appropriate inquiry" requirements as outlined in MCL324.20126(3)(h).

2.2. Operations Term. Grantee will have the right and option (the "**Agreement Extension Option**") to extend the term of this Easement, and the easements set forth herein, for an additional thirty (30) year term (the "**Operations Term**"), by giving Owner written notice of such extension at any time prior to the expiration of the five (5) year period described above, whereupon the Operations Term shall commence (and the Development Term shall end) on the date specified in such notice, which date shall in any event not be later than the expiration of such five (5) year period (the "**Operations Term Commencement Date**"). For purposes of this Easement, if the Operations Term Commencement Date does not fall on January 1<sup>st</sup>, the first year of the Operations Term shall be the remainder of the calendar year in which Grantee exercises the Agreement Extension Option (with Fees and all other annual payments being prorated during such partial year to include prorated credit for Development Term Fee for the remainder of such partial year) and the first full calendar year thereafter (with Fees and all other annual payments being made for such first full calendar year of the Operations Term and every year thereafter as provided in Exhibit B). If Grantee so requests, the Parties shall promptly execute and record a supplemental memorandum of this Easement setting forth the expiration date of the Operations Term. Grantee shall not be permitted to commence construction of any Solar Facilities on the Property unless and until Grantee has exercised the Agreement Extension Option.

2.3. Extended Term. Provided that Grantee has not fully surrendered or terminated this Easement, then on or before the expiration of the Operations Term, Grantee may, at its option, extend the term of this Easement, and the easements set forth herein, for an additional ten (10) year period (the "**Extended Term**"). Grantee may exercise its option to extend this Easement for the Extended Term by giving Owner written notice thereof on or before the date that is ninety (90) days prior to the expiration of the Operations Term or with written approval of Owner if less than 90 days prior to the expiration of the Operations Term.

Exempted from transfer tax per MCL 207.526(f) and MCL 207.505(f)

As set forth in that certain Solar Easement Agreement between Owner and Grantee dated 02/20/2025.

REV 5  
RFM 5/2023  
2/09/2023

MI67834

IN WITNESS WHEREOF, Owner and Grantee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

"Owner":

Donald Colin MacMaster

Donald Colin MacMaster

Dr. Tina Marie Rossi

Dr. Tina Marie Rossi

The foregoing instrument was acknowledged before me in Alpena County, Michigan.

on February 20<sup>th</sup>, 2025, by Donald Colin MacMaster and Dr. Tina Marie Rossi, husband and wife.

DAVID O WEBB  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF JACKSON  
My Commission Expires December 3, 2027  
Acting in the County of Alpena

David O. Webb

David O. Webb - Notary Public

Jackson County, Michigan

Acting in Alpena County

My Commission expires: 12/03/2027

"Grantee":

CONSUMERS ENERGY COMPANY

By: Kaycee Valkuchak

Its: Project Manager

The foregoing instrument was acknowledged before me in Jackson County, Michigan, on March 3, 2025, by ~~Kaycee Valkuchak~~ Kaycee Valkuchak, Project Manager of Consumers Energy Company, a Michigan corporation, for the corporation.

Carrie J Main  
NOTARY PUBLIC - STATE OF MICHIGAN  
County of Hillsdale  
My Commission Expires January 6, 2029  
Acting in the County of Jackson

Carrie J Main

Notary Public

Print Name

County, Michigan

Acting in County

My Commission expires:

Prepared by:  
Scott Hoeft 11/27/2024  
Consumers Energy  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Description of the Property

Land situated in the Township of Harrisville, County of Alcona, State of Michigan

The North 1/2 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4, Section 30, Town 26 North, Range 9 East.

Parcel ID: 060-030-400-010-00

202500002690  
FILED FOR RECORD IN  
ALCONA COUNTY MICHIGAN  
MELISSA A. CORDES  
RECEIVED ON  
08/06/2025 12:00 PM  
RECORDED ON  
08/06/2025 01:42 PM  
RECORDING FEE 30.00  
PAGES: 4  
ELECTRONICALLY RECORDED

**MEMORANDUM OF SOLAR EASEMENT AGREEMENT**  
Gustin Solar

SAP# 40516246  
Agreement# MI00000081957

NOTICE IS HEREBY GIVEN that **PATRICIA E. PERKINS, as Trustee (including successors in trust) of the PATRICIA E. PERKINS TRUST under a Trust Agreement dated January 25, 2022, as now or hereafter amended** (together with its successors, assigns and heirs, "**Owner**"), whose address is PO Box 252, Harrisville, Michigan 48740, has granted and conveyed to CONSUMERS ENERGY COMPANY, a Michigan corporation (together with its transferees, successors and assigns, "**Grantee**"), whose address is One Energy Plaza, Jackson, Michigan 49201, certain easements and rights covering a portion of the land described in Exhibit A (the "Parent Parcel") residing in the Township of Harrisville, County of Alcona, State of Michigan:

Among these easements and rights, Owner has granted Grantee the following:

1. Grant of Easement. Owner has granted, conveyed, and warranted to Grantee an exclusive easement to use, convert, maintain and capture the flux of solar energy on, over, across, under and through a portion of the Parent Parcel (said portion being "the Property"), including, but not limited to, the air space thereon, for the purposes set forth below (the "Easement").

1.1. Purposes of the Easement. The Easement is solely and exclusively for solar energy purposes (as such term is broadly defined, including ancillary rights related thereto and necessary for the development and operation of Solar Facilities [as defined below]), and not for any other purpose, and Grantee shall have the exclusive right to develop and use the Property for solar energy purposes and to derive all profits therefrom, including but not limited to the following activities (collectively, "**Site Activities**"):

1.1.1. Converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted;

1.1.2. Determining the feasibility of solar energy conversion and other power generation on the Property or on adjacent lands, including studies of solar energy emitted upon, over and across the Property and other meteorological data, environmental studies and extracting soil samples;

1.1.3. Constructing, laying down, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, maintaining, repairing and operating the following: (i) solar energy collection and electrical generating equipment of any kind (including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively, "**Solar Generating Equipment**"); (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, inverters, transformers and substations, energy storage facilities, and telecommunications equipment; (iii) roads and crane pads; (iv) meteorological measurement equipment; (v) control buildings, operations and maintenance facilities and buildings; and (vi) installing, operating, maintaining, repairing and

REV 5  
RFM 5/2023  
2/09/2023

MI81957

replacing any other improvements, 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 (all of the above, including the Solar Generating Equipment, collectively "**Solar Facilities**").

1.2. Other Uses. Owner agrees to provide Grantee with current information concerning the status and location of all other land uses occurring on the Property (including, without limitation, agricultural use, industrial use and oil and gas exploration and production activities). Any new leases or renewals and or extensions of existing leases, options to lease, seismic operations, or any other agreement made by Owner with a third party regarding the Property (including any of the foregoing related to water, oil, gas or other minerals) shall be consented to by Grantee in writing and contain language that states that such third party shall not disturb, interfere with, preclude, or destroy Grantee's rights hereunder and its interest is subordinate to the right, title and interest of Grantee.

2. Term. The term of the Easement shall commence on the Effective Date and continue for the following described periods (collectively, the "**Term**");

2.1. Development Term. This Easement, and the easements set forth herein, shall be for an initial term (the "**Development Term**") commencing on the Effective Date and continuing until the earlier to occur of: (a) five (5) years after the Effective Date or (b) the date on which the Operations Term commences. Grantee shall use the Development Term to satisfy the "all appropriate inquiry" requirements as outlined in MCL324.20126(3)(h).

2.2. Operations Term. Grantee will have the right and option (the "**Agreement Extension Option**") to extend the term of this Easement, and the easements set forth herein, for an additional thirty (30) year term (the "**Operations Term**"), by giving Owner written notice of such extension at any time prior to the expiration of the five (5) year period described above, whereupon the Operations Term shall commence (and the Development Term shall end) on the date specified in such notice, which date shall in any event not be later than the expiration of such five (5) year period (the "**Operations Term Commencement Date**"). For purposes of this Easement, if the Operations Term Commencement Date does not fall on January 1<sup>st</sup>, the first year of the Operations Term shall be the remainder of the calendar year in which Grantee exercises the Agreement Extension Option (with Fees and all other annual payments being prorated during such partial year to include prorated credit for Development Term Fee for the remainder of such partial year) and the first full calendar year thereafter (with Fees and all other annual payments being made for such first full calendar year of the Operations Term and every year thereafter as provided in Exhibit B to the Solar Easement Agreement). If Grantee so requests, the Parties shall promptly execute and record a supplemental memorandum of this Easement setting forth the expiration date of the Operations Term. Grantee shall not be permitted to commence construction of any Solar Facilities on the Property unless and until Grantee has exercised the Agreement Extension Option.

2.3. Extended Term. Provided that Grantee has not fully surrendered or terminated this Easement, then on or before the expiration of the Operations Term, Grantee may, at its option, extend the term of this Easement, and the easements set forth herein, for an additional ten (10) year period (the "**Extended Term**"). Grantee may exercise its option to extend this Easement for the Extended Term by giving Owner written notice thereof on or before the date that is ninety (90) days prior to the expiration of the Operations Term or with written approval of Owner if less than 90 days prior to the expiration of the Operations Term.

Exempted from transfer tax per MCL 207.526(f) and MCL 207.505(f)

As set forth in that certain Solar Easement Agreement between Owner and Grantee dated 2-11-2025

IN WITNESS WHEREOF, Owner and Grantee have executed this Memorandum as of the above-mentioned date of the Solar Easement Agreement.

"Owner": PATRICIA E. PERKINS TRUST under a Trust Agreement dated January 25, 2022, as now or hereafter amended

Patricia E. Perkins, Trustee  
Patricia E. Perkins, Trustee

The foregoing instrument was acknowledged before me in TUSCOLA County, Michigan, on July 11, 2025 by Patricia E. Perkins, as Trustee of the Patricia E. Perkins Trust under a Trust Agreement dated January 25, 2022, as now or hereafter amended, for the trust.

David O. Webb  
David O. Webb - Notary Public

Jackson County, Michigan

Acting in TUSCOLA County

My Commission expires: 12/03/2027

DAVID O WEBB  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF JACKSON  
My Commission Expires December 3, 2027  
Acting in the County of TUSCOLA

"Grantee":  
CONSUMERS ENERGY COMPANY

By: Kaycee Valkuchak  
Kaycee Valkuchak  
Its: Project Manager

The foregoing instrument was acknowledged before me in Jackson County, Michigan, on July 21, 2025, by Kaycee Valkuchak, Project Manager of Consumers Energy Company, a Michigan corporation, for the corporation.

Carrie J. Main  
Notary Public

Print Name

County, Michigan

Acting in County

My Commission expires:

CARRIE J. MAIN  
Notary Public, State of Michigan  
County of Hillsdale  
Acting in Jackson County  
My Commission Expires Jan. 6, 2029

Prepared By:  
Scott Hoeft, 11/26/2024  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201  
Project Manager: Jason Vasaris  
Revised By:  
Sarah Allbee 07/08/2025

After recording, return to:  
Carrie Main, EP7-464  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Description of the Parent Parcel

Land situated in the Township of Harrisville, County of Alcona, State of Michigan

The Southwest 1/4 of Section 30, Town 26 North, Range 9 East, except the West 577.00 feet of the South 433.00 feet, also except the South 186.18 feet of the East 326.48 feet.

Parcel ID: 060-030-300-005-01



DocId:8022120  
Tx:4017153  
202300001163  
FILED FOR RECORD IN  
ALCONA COUNTY MICHIGAN  
MELISSA A. CORDES  
04/04/2023 02:06 PM  
RECORDING FEE 30.00  
PAGES: 7

## MEMORANDUM OF EASEMENT AGREEMENT

THIS MEMORANDUM OF EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of February 25, 2023 (the "Effective Date"), by **Bruce Buurma and Amy Buurma**, husband and wife of 2141 Wice Rd, Mikado, Michigan, 48748 ("Owner"), and **Sapling Solar, LLC**, a Delaware limited liability company, with offices at 226 N. Morgan Street, Suite 200, Chicago, Illinois 60607 ("Grantee"), with regards to the following:

1. Solar Agreement. Owner and Grantee did enter into that certain Easement Agreement of even date herewith (the "Agreement"), which affects the real property located in the Townships of Gustin and Harrisville, County of Alcona, State of Michigan, as more particularly described in Exhibit A attached hereto (the "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: (a) the exclusive right to study, develop and use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (b) the exclusive right to access, relocate and maintain the "Project," as that term is defined in the Agreement, which are located on the Property; (c) an exclusive right to capture, use and convert the unobstructed solar resources over and across the Property; (d) a non-exclusive right for any audio, visual, view, light, shadow, noise, vibration, air turbulence, wake, electromagnetic or other effect of any kind attributable to the development of the Property for solar energy purposes and operation of the Project; (e) the right to adjacent and lateral support for the Project; (f) the right of ingress to and egress from the Project on, under, over and across the Property by means of (A) roads and lanes thereon if existing or (B) such routes, roads and lanes as Grantee may construct from time to time as provided in the Agreement; (g) the exclusive right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use, on, under, over and across the Property, in connection with Project overhead and underground electric transmission and communication system lines and facilities; and (h) the right to undertake any other activities, as permitted in the Agreement, necessary to accomplish the purposes of the Agreement.
3. Term; Extensions. The Agreement shall be for an initial Development Term of up to seven (7) years from the Effective Date. If exercised pursuant to the terms and conditions of the Agreement, the term of the Agreement may be extended for a Construction Term of up to two (2) years following

the Development Term. If exercised pursuant to the terms and conditions of the Agreement, the term of the Agreement may be extended for a Production Term of twenty (20) years following the Construction Term. The Agreement also provides for a right to extend the Production Term for up to four (4) separate Extension Terms of five (5) years each, totaling twenty (20) additional years, as determined by Grantee, and if the extension terms and conditions of the Agreement are met, such renewals to be exercised by Grantee at least one hundred eighty (180) days prior to the then-current expiration date of the Production Term or Extension Term, as the case may be. The Restoration Term shall begin on the expiration or earlier termination of (a) the Construction Term, if it occurs and if construction has commenced, or (b) the Production Term, if Grantee does exercise an option to extend the term of the Easement through the Production Term, or (b) the Production Term, if Grantee does exercise an option to extend the term of the Easement through the Production Term, and shall expire on the earlier (y) twelve (12) months from such date, or (z) when Grantee completes the Restoration Obligations. All rights granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Lender of Grantee or Grantee's assignees has certain rights regarding notice and right to cure any default of Grantee under the Agreement, as well as other rights as set forth in the Agreement.

5. Assignment. Grantee's rights and obligations under the Agreement are assignable without Owner's prior written consent so long as written notice of such assignment is provided to Owner after such assignment is effective. Upon any assignment of all of Grantee's right, title and interest under the Agreement, the assigning Grantee shall automatically (without the need for any writing) be released from all of its obligations and liability under the Agreement, except for liabilities that accrued prior to the date of such transfer.

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 municipality (as applicable) 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 interfere with Grantee's efforts to develop, construct or operate the Project or cause a decrease in the output or efficiency of the Project 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 easement 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 of the Project installed on the Property, or except for as otherwise provided in the Agreement, any profits derived therefrom, and Grantee may remove any or all of the Project at any time.

10. Cooperation. Owner shall fully support and cooperate with Grantee in the conduct of construction and Operations, including in Grantee's efforts to obtain from any governmental authority or any other Person any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with construction and Operations. Without limiting the generality of the foregoing, in connection with any application by Grantee for a governmental permit, approval, authorization, entitlement or other consent, Owner agrees (and shall use reasonable efforts to cause any such other Person to agree) not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial or legislative level. Further, in the event of legal proceedings related to Grantee's use of the Property after the Effective Date, except those arising out of the interpretation and/or enforcement of the Agreement, Owner shall, in all respects, fully cooperate with Grantee in any such proceeding. Owner agrees that Grantee may provide this Memorandum of Easement Agreement in lieu of any affidavit of Owner or other form of Owner's consent (whether oral or written) that may be requested or required in connection with Grantee's efforts to obtain any environmental impact review, permit, entitlement, approval, authorization, agreement or other rights necessary or convenient in Grantee's discretion for the Project.

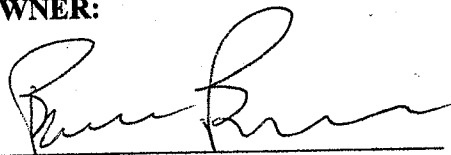
11. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

12. Consideration. The consideration for owner's grant of the Easement Agreement is \$30,000.00, receipt of which is acknowledged by Owner.

[signatures appear on following page]

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

OWNER:



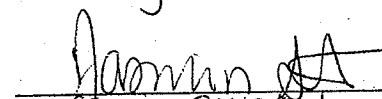
Bruce Buurma

STATE OF Michigan §  
COUNTY OF St. Clair §

This instrument was acknowledged before me by Bruce Buurma, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 10<sup>th</sup> day of January, 2023

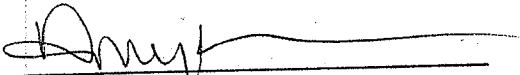
JASMIN STENCEL, Notary Public  
State of Michigan, County of St. Clair  
My commission expires May 15, 2027  
Acting in the County of St. Clair



Jasmin Stencel, Notary Public  
St. Clair County, Michigan  
Acting in the County of St. Clair  
My Commission Expires: 5/15/2027  
(Notary Seal)

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

OWNER:

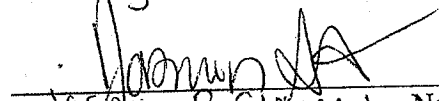
  
Amy Buurma

STATE OF Michigan §  
COUNTY OF St. Clair §

This instrument was acknowledged before me by Amy Buurma, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 6<sup>th</sup> day of January 2023

JASMIN STENCEL, Notary Public  
State of Michigan, County of St. Clair  
My commission expires May 15, 2027  
Acting in the County of St. Clair

  
Jasmin R. Stencel, Notary Public  
St. Clair County, Michigan  
Acting in the County of St. Clair  
My Commission Expires: 5/15/2027  
(Notary Seal)

**GRANTEE:**

Sapling Solar, LLC

a Delaware limited liability company

By: 

Name: Paul Harris

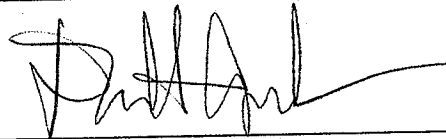
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

This instrument was acknowledged before me by PAUL HARRIS,  
VICE PRESIDENT of Sapling Solar, LLC, a Delaware limited liability company, on behalf of  
said company, and known to me to be the person whose name is subscribed to the foregoing instrument,  
and acknowledged to me that he executed the same for the purposes and consideration therein  
expressed.

Given under my hand and seal this 25<sup>th</sup> day of FEBRUARY, 2023.



Danielle Changala, Notary Public

Middlesex County, Massachusetts

Acting in the County of Middlesex

My Commission Expires: 1-22-27

(Notary Seal)

Prepared by and after recording return to:

Sergio Trevino

Attn: Easement & Title Department

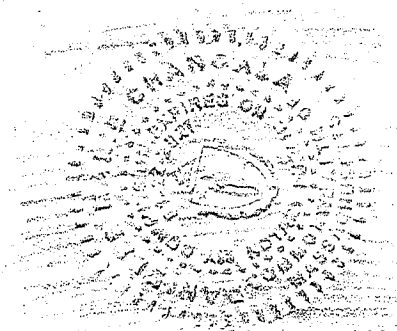
Sapling Solar, LLC

c/o Ranger Power

226 N. Morgan Street, Suite 200

Chicago, Illinois 60607

Reference:



**EXHIBIT "A" to  
MEMORANDUM OF EASEMENT AGREEMENT**

**Description of Property**

215.32 acres of land, more or less, in Alcona County, identified as follows:

Parcel Number: 050-022-100-020-01

Acreage: 78

Legal Description:

The SW-1/4 of the NE-1/4 of Section 22, T26N, R8E and the SE-1/4 of the NE-1/4 of Section 22, T26N, R8E except a parcel of land in the Southeast corner thereof that is 10 rods wide, North and South, and 32 rods long, East and West, and which extends Westerly from the center of the established highway on the East boundary thereof.

AND

Parcel Number: 060-018-400-015-01

Acreage: 137.32

Legal Description:

**The Southeast 1/4 of Section 18, Township 26 North, Range 9 East, EXCEPT commencing at the Southeast corner; thence North 369.6 feet to the point of beginning; thence West 316.8 feet; thence North 198 feet; thence East 316.8 feet; thence South 198 feet to the point of beginning; EXCEPT commencing at the Southeast corner; thence North 89°41'54" West along an existing fence line 993.25 feet; thence North 00°45'05" East 988.05 feet; thence South 89°14'55" East 993.22 feet; thence South 00°45'05" West along the East line of said section and the centerline of Coville Road 412.65 feet; thence North 89°14'55" West 316.80 feet; thence South 00°45'05" West 198.00 feet; thence South 89°14'55" East 316.80 feet; thence South 00°45'05" West along the East line of said section and centerline of Coville Road 369.60 feet to the point of beginning.**