

Application for Solar Energy Facility Exemption Certificate

Issued under authority of 2023 Public Act 108.

LOCAL GOVERNMENT UNIT USE ONLY	
Application No.	Date Received
STATE USE ONLY	
Application No.	Date Received

Read the instructions page before completing the form. **This application should be filed after a Solar Energy District exists or simultaneously with a request to establish a district.** The applicant must complete Parts 1, 2 and 3 and file the application form (with required attachments) with the clerk of the local governmental unit (LGU). This project will not receive tax benefits until approved by the State Tax Commission (STC). Applications received after September 29 may not be acted upon in the current year. This application is subject to audit by the STC.

PART 1: APPLICANT INFORMATION (applicant must complete all fields)

Applicant (Company) Name (applicant must be the owner or lessee with the tax liability of the facility)

DTE Electric Company

Facility's Street Address 3692 E Condensery Rd	City Sheridan	State MI	ZIP Code 48884
Name of City, Township or Village (taxing authority) Evergreen Township	County Montcalm		
<input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village			
Date of Commencement of the Project (mm/dd/yyyy) 03/28/2024	Planned Date of Completion of the Project (mm/dd/yyyy) 04/01/2026		

PART 2: APPLICATION DOCUMENTS

Prepare and attach the following items (see instructions):

- Parcel number(s) of the real property where the qualified facility will be located.
- Legal description of the real property where the qualified facility will be located.
- A statement describing the facility and the proposed project that must include all of the following items:
 - i. General description of the qualified facility;
 - ii. Proposed nameplate capacity (in megawatts);
 - iii. Itemized list of facility components, including any on-site battery storage;
 - iv. General description of the proposed use of the qualified facility;
 - v. A description of the general nature and extent of the new construction;
 - vi. A time schedule for undertaking and completing the qualified facility;
 - vii. The proposed location of the qualified facility on the property (include drawings if necessary);
- Warranty deed or other proof of ownership;
- For a leased qualified facility, a copy of the lease agreement or other writing confirming that the lessee is liable for payment of the specific tax for the length of the certificate, and proof of that liability;
- For a qualified facility located on leased real property or an easement, a copy of the memorandum of lease or memorandum of easement, which must confirm that the duration of any lease of the real property where the qualified facility is located, including all options to extend the duration of the lease, is equal to or exceeds the duration of the certificate.
- Provide a statement that the applicant agrees to provide to the qualified local governmental unit an annual form as of December 31 of each year indicating the nameplate capacity in alternating current of the qualified facility, including any additions to the facility or retirements from the facility of any equipment during that year, or any other reporting requirements the State Tax Commission determines is necessary.
- Provide a copy of the resolution establishing the Solar Energy District (if applicable).

PART 3: APPLICANT CERTIFICATION

Name of Person Who Prepared the Application Andrea Augustine	Telephone Number (269) 329-9120	Email Address andrea.augustine@dteenergy.com	
Name of Contact Person Andrea Augustine	Telephone Number (269) 329-9120	Email Address andrea.augustine@dteenergy.com	
Name of Company Officer (No Authorized Agents) Patrick Lee	Telephone Number (313) 235-3434	Email Address patrick.lee@dteenergy.com	
Street Address 1 Energy Plaza	City Detroit	State MI	ZIP Code 48227

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the solar energy facility for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of 2023 Public Act 108 and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all the requirements thereof which are a prerequisite to the approval of the application by the local governing unit and the issuance of a Solar Energy Facility Exemption Certificate by the State Tax Commission.

Signature of Company Officer (No Authorized Agents) 	Title VP + Chief Tax Officer	Date 12/4/25
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Continue on Page 2

PART 4: ASSESSOR REVIEW (assessor of LGU must complete Part 4)			
Estimated Assessed Value	Estimated Taxable Value		
Name of Local Government Body			
Name of Assessor (first and last name)	Telephone Number	Email Address	
I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate. I also understand my statutory requirements under Section 8(2) and Section 12 of the Solar Energy Facilities Taxation Act, 2023 Public Act 108.			
Assessor's Signature		Date	
PART 5: LOCAL GOVERNMENT ACTION (clerk of LGU must complete Part 5)			
Did the Local Governmental Unit Establish a Solar Energy District for this Project?	Date the Solar Energy District was Established (if applicable) (mm/dd/yyyy)		
<input type="checkbox"/> Yes <input type="checkbox"/> No			
If a Solar Energy District was not established for this project, please explain:			
Application Action Taken by the Local Governmental Unit	Date the Resolution Approving or Denying the Application (mm/dd/yyyy)		
<input type="checkbox"/> Approved <input type="checkbox"/> Denied			
School District where the Facility is Located	School District Code		
PART 6: LOCAL GOVERNMENT CLERK CERTIFICATION (clerk of LGU must complete Part 6)			
Clerk's Name (first and last)	Telephone Number	Email Address	
Mailing Address	City	State	ZIP Code
I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate and hereby request the State Tax Commission take the appropriate action as provided by the Solar Energy Facilities Taxation Act 2023 Public Act 108.			
Clerk's Signature		Date	

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing MI 48909

Application for Solar Energy Facilities Exemption Certificate - Part 2: Application Documents

Applicant: DTE Electric Company (“DTE”)

1. Parcel numbers of the real property where the qualified facility will be located- See attached EXHIBIT A.
2. Legal description of the real property where the qualified facility will be located- See attached EXHIBIT A.
3. The project consists of photovoltaic solar panels, with a total generating capacity of approximately 132 megawatts ac located on land in Sections 27, 34 and 35 of Evergreen Township (the “Project”). The Project is anticipated to be completed in one phase with no additional development phases anticipated at this time. DTE’s easement rights, for the parcels that are subject to DTE’s easement, run for an initial term of 30 years, with an option to extend for an additional 5 years if DTE chooses. Each easement’s term begins at the start of Commercial Operation Date, as defined in each parcel’s respective easement agreement and satisfies time requirement set by the statute. The portion of this project to be constructed in Evergreen Township is approximately 66 MW. The Facility is estimated to supply clean renewable energy for approximately 10,800 homes.

The following describes the Facility components shown on the Site Plans attached as EXHIBIT B.

A detailed list of components is attached as EXHIBIT C.

Solar Array. DTE is using a single axis tilt photovoltaic solar panel array mounted on racking systems in rows aligned north to south that tilt from east to west slowly during daylight hours, tracking the movement of the sun. The solar arrays are approximately 10 feet in height at maximum tilt. The solar arrays are surrounded by a seven-foot high perimeter fence to restrict unauthorized access and to prevent individuals from tampering with the electrical equipment and risking injury, as required by federal regulation. The rated useful life of the solar panels may be 30 years if properly maintained.

Electrical Collection System. The power generated by the solar array is collected and conveyed to the substation by an underground electrical power collection system. The collection system includes buried cables and fiber-optic communication lines, above ground pad-mounted transformers, and junction boxes. Generally, the solar modules produce direct current electricity which travels to the pad-mounted inverter transformers where the direct current electricity is converted into alternating current. The inverters then step-up the alternating current electrical voltage, often referred to as medium voltage, and the power flows to the substation the underground collection lines. The rated useful life of inverters may exceed 30 years with proper maintenance.

Substation. A fenced substation collects the electrical current generated by the solar array transformers and steps up the voltage of the electricity delivered to the point of interconnection with the transmission system, typically at 115 kilovolt (“kV”) or 345 kV. The substation is not located in Evergreen Township.

Internal Access Roads. DTE will install twelve (12) foot wide gravel access roads. The gravel access roads are designed to accommodate emergency vehicles in the case of a fire or emergency onsite and DTE’s routine maintenance of the Facility.

Construction Timeline. Construction began in the first quarter of 2024 with the installation of access roads and fencing, followed by the racking system, solar panels and inverters, and completed the ground cover planting through the second quarter of 2025. Mechanical completion is slated for December 2025, and hot commissioning will begin in January 2026. We anticipate the project in service date to be April 1, 2026 and commercial operation date will occur in June of 2026. A map of the qualified facility is attached as EXHIBIT B.

4. Warranty deed or other proof of ownership is attached hereto as EXHIBIT E.
5. Redacted easements for the properties on which DTE has easements are attached in EXHIBIT D. EXHIBIT A has a key comparing PINs to easement number.
6. Redacted easements for the properties on which DTE has easements are attached in EXHIBIT D.
7. DTE agrees to provide to the qualified local governmental unit (Evergreen Township) an annual form as of December 31th of each year indicating the nameplate capacity in alternating current of the qualified facility, including any additions to the facility or retirements from the facility of any equipment during that year, or any other reporting requirements the State Tax Commission determines is necessary.
8. Evergreen Township is an unzoned Township and is also not zoned by Montcalm County and therefore does not require the creation of a Solar Energy District, as land within the local governmental unit is considered a solar energy district under these circumstances.

PIN	LANDOWNERS	LEGAL DESCRIPTION	EASEMENT
TBD (fka 59-009-034-007-00; 59-009-034-006-00, 59- 009-027-007-00)	ONRUST LAND, LLC	Land situated in the Township of Evergreen, County of Montcalm, MI, described as: The southeast quarter of Section 34, Town 10 North, Range 6 West. Except the south quarter of the west half thereof (PIN 009-034-007-00); the southeast quarter of the southwest quarter of the southeast quarter of Section 34, Town 10 North, Range 6 West (009-034-006-00); and All that part of the south half of the southeast quarter of Section 27, Town 10 North, Range 6 West, lying southerly of the centerline of the existing drainage ditch running from the southeast corner of said southeast 1/4 to a point on the West line of said southeast 1/4 which is approximately 10 rods north of the southwest corner of said southeast quarter (009-027-007-00)	S2000_ONRUST LAND
59-009-034-009-00	ONRUST LAND, LLC	Land situated in the Township of Evergreen, County of Montcalm, Michigan, described as: the east half of the southwest quarter of Section 34, Town 10 north, Range 6 west.	
59-009-034-010-00	ONRUST LAND, LLC	Land situated in the Township of Evergreen, County of Montcalm, MI, described as: the west half of the northeast quarter and the east half of the southeast quarter of the northwest quarter of Section 34, Town 10 North, Range 6 west.	
59-009-034-012-00	ONRUST LAND, LLC	Land situated in the Township of Evergreen, County of Montcalm, MI, described as: the east 20 acres of the north half of the northwest quarter of Section 34, Town 10 North, Range 6 West.	
59-009-034-011-00	ONRUST LAND, LLC	Land situated in the Township of Evergreen, County of Montcalm, MI, described as: the northeast quarter of the northeast quarter of Section 34, Town 10 North, Range 6 west.	
59-009-035-012-00	MEADOW ROCK DAIRY	Land situated in the Township of Evergreen, County of Montcalm, MI, described as: The north 1/2 of the northwest 1/4 of section 35, excepting therefrom the south 1/2 of the northeast 1/4 of the northwest 1/4 of section 35 in T10N, R6W, Evergreen Township, Montcalm County, Michigan	S2006_MEADOW ROCK DAIRY, LLC

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NOTES

THESE DRAWINGS ARE INTENDED FOR SITE PLANNING
APPROVAL PURPOSES AND ARE NOT FOR
CONSTRUCTION

LEGEND

PROJECT BOUNDARY
PERIMETER FENCE
UNDERGROUND
COLLECTION SYSTEM
SOLAR PANELS

KEY PLAN:

REVISIONS:

NO.	DATE	DESCRIPTION
A	06/19/2023	Initial Site Plan - Approval
B	06/20/2023	Updated Site Plan - Approval
C	06/20/2023	Updated Site Plan - Approval
D	06/20/2023	Updated Site Plan - Approval
E	06/20/2023	Updated Site Plan - Approval
F	06/20/2023	Updated Site Plan - Approval
G	06/20/2023	Updated Site Plan - Approval
H	06/20/2023	Updated Site Plan - Approval

PROJECT TITLE:

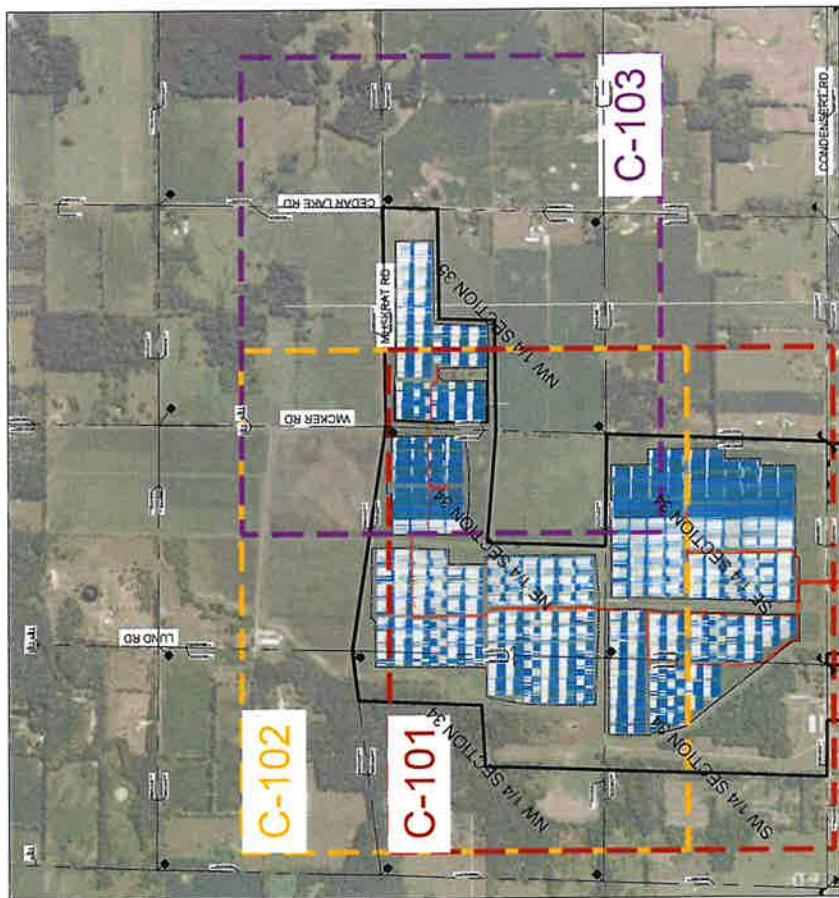
FISH CREEK SOLAR
PARK (FSCSP)
132 MWac / 175 MWdc

PROJECT LOCATION:

MONTCALM COUNTY, MI

SHEET TITLE & DESCRIPTION:

KEY PLAN

REF: H
SHEET NO: C-002**PRELIMINARY**
NOT FOR CONSTRUCTION



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NOTES

THESE DRAWINGS ARE INTENDED FOR SITE PLANNING AND APPROVAL PURPOSES AND ARE NOT FOR CONSTRUCTION. CONTRACTORS ARE TO FOLLOW THE DRAWINGS NOTED IN THE CONTRACTS TABLE. LOW-LEVEL WASTE AND LOW-LEVEL WASTE ALTERNATIVE REQUIREMENTS ARE TO BE DESIGNED AND MAINTAINED IN ACCORDANCE WITH WAGHORN FILE REQUIREMENTS, FINAL LOCATIONS AND SITES ARE TO BE DETERMINED BY THE STATE.

EGEND



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The diagram illustrates the wind energy system components and their connections:

- WIND TURBINE:** The primary energy source, connected to the **CO-LOCATION SYSTEM**.
- CO-LOCATION SYSTEM:** Manages the wind turbine and the **POWER CONDITIONING SYSTEM**.
- POWER CONDITIONING SYSTEM (INVERTER):** Converts DC power to AC power.
- ACCESS ROAD:** Provides physical access to the wind turbine.
- NON-PARTICIPATING AREAS:** Represented by a green zigzag line.
- WE LAND AREA:** Represented by a blue rectangular area.

**FISH CREEK SOLAR
PARK (FSCSP)
132 MWac / 172 MWdc**

PROJECT LOCATION

111

SHEET TITLE & DESCRIPTION:
AREAS 3 AND 4
SITE PLAN

REF ID	213-165762-25001
DATE	07/15/2014
SCALE	1:250
SCALE	1:125
SCALE	1:500
SCALE	1:350
SPC/IC NO	C-102
REV	H

A small icon representing North America, showing a stylized outline of the continent.

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PRELIMINARY
NOT FOR CONSTRUCTION



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NOTES

THE DRAWINGS ARE INTENDED FOR SITE PLAN APPROVAL PURPOSES AND ARE NOT FOR CONSTRUCTION. THE DRAWINGS NOTED IN THE SETDAGCS TAUL C. ALLOW FOR ANY VARIATION TO REMAIN THE EXISTING PLANT MATERIALS OR LOCATIONS TO BE DESIGNED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SITE PLAN. NO LOCATION IS TO BE CHANGED AT ANY TIME, UNLESS APPROVED BY THE SETDAGCS.

KEY PLAN



REVIEWS

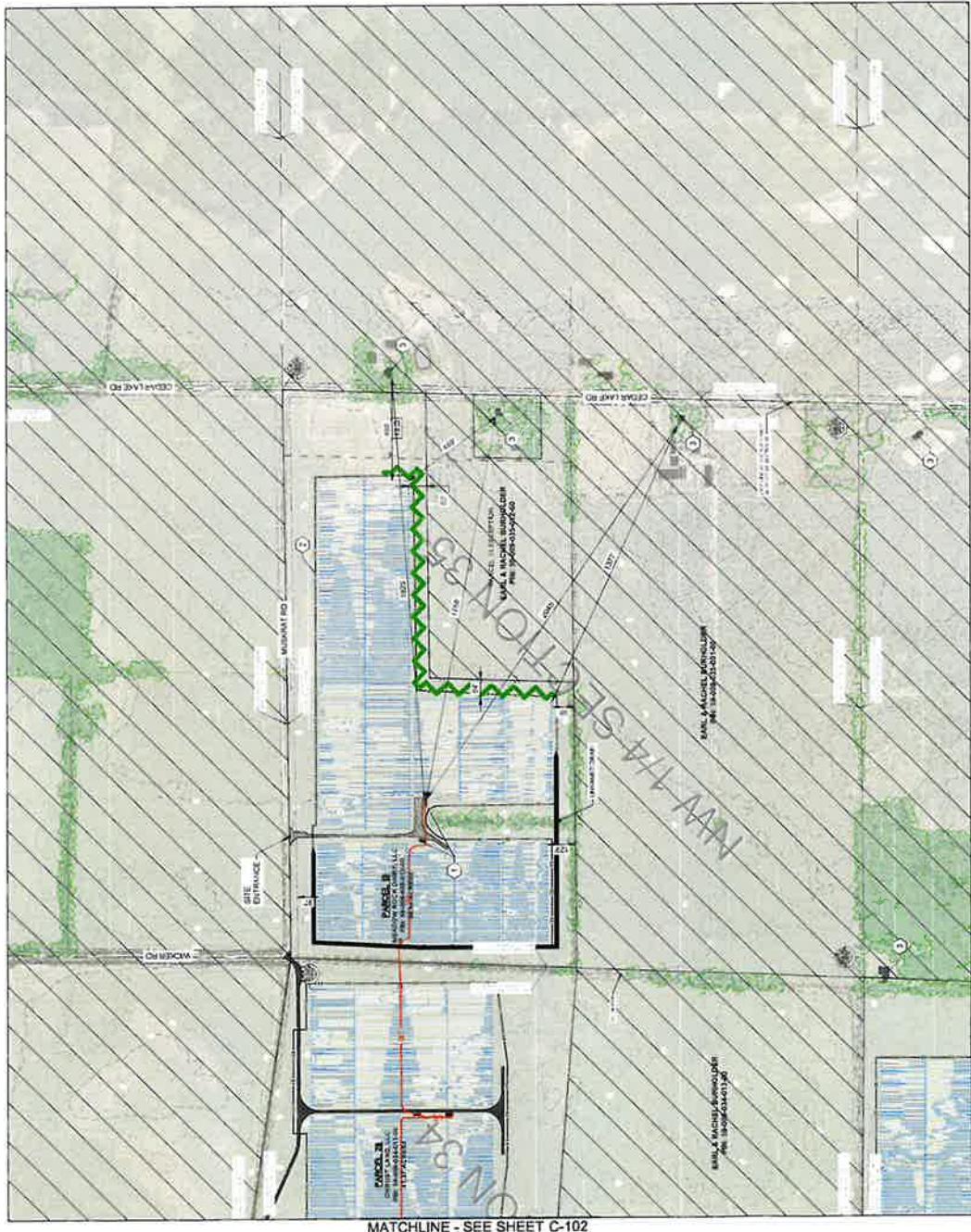
PROJECT TITLE

**FISH CREEK SOLAR
PARK (FSCSP)
132 MWac / 172 MWdc**
PROJECT LOCATION

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SECRET TITLE & DESCRIPTION:

SIE PLAN



PRELIMINARY
NOT FOR CONSTRUCTION



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KEY PLAN:

NOTES

THESE DRAWINGS ARE INTENDED FOR SITE PLAN
APPROVAL PURPOSES AND ARE NOT FOR
CONSTRUCTION

12.11.1990 12.11.1990

SCIENCE NOTES

ROAD SHOULDER NON-SPECIFIC

ATYPICAL ACCESS ROAD SECTION

SITE ACCESS ENTRANCE A
KAFF NIPAH

1. FENCE INTERVALS BRACED POSTS SHALL BE PLACED AT 60' INTERVALS OR MIDWAY BETWEEN END OR CORNER POSTS WHEN DISTANCE IS LESS THAN 120' AND MORE THAN 60'.

2. FENCE ANCHOR SPAN IS SECURED BY TIED TO TOP ENDWIRE WITH FASTENERS AS ACED-110. THIN 'J' APARTH 10-Gauge TINNED WIRE IS USED FOR HORIZONTAL FASTERNS. THEY SHALL BE TIED TO THE TOP ENDWIRE WITH A CRIMPED ADJUSTABLE BOTTLE TENSION WIRE. THE FABRIC IS TIGHMED TO THE FENCE. FABRIC IS 51" WIDE. THE FABRIC IS TIED TO THE POSTS USING METAL BOLTS OR STAPLES AS SHOWN IN ACED-110. THE FABRIC SHALL NOT BE GREATER THAN 120' IN LENGTH.

1 FENCE POSTS SHALL BE METAL.
 2 FENCE GATE LENGTHS OF FEET CANNOT EXCEED 10 FEET.
 3 FENCE POSTS AND GATES SHALL MEET THE SPECIFIED NOMINAL WEIGHTS PER FT. AND CORRESPONDING ST. M. SPECIFICATIONS SHOWN IN THE CURRENT ST. M. STANDARD SPECIFICATIONS.

TYPICAL PERIMETER FENCE DETAIL

TYPICAL GATE DETAIL

-11-

PRELIMINARY
NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

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NOTES

NOTES

KEY PLAN

PROJECT TITLE:

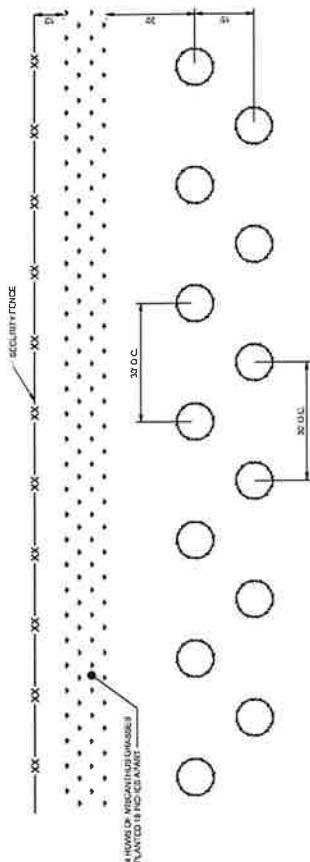
PARK (FSC)

132 Mwac / 172 Mwdc
PROJECT LOCATION:

TITLE & DESCRIPTION **LANDSCAPING** **DETAILS**

PRELIMINARY
NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION



LANDSCAPE SCREENING DETAIL A (4 ROWS OF TALL GRASSES AND 2 ROWS OF STAGGERED EVERGREENS)
SCALE: NOT TO SCALE

200

DTE**TETRA TECH****RONCELLI**

KEY PLAN

NOTES

1. THESE DRAWINGS ARE INTENDED FOR REVIEW PURPOSES AND ARE NOT FOR CONSTRUCTION

REVISIONS

1.01 10/1/2010
 A 04/20/2010 RECALLED FOR 247' APPROVAL
 B 04/20/2010 RECALLED FOR 247' APPROVAL
 C 04/20/2010 RECALLED FOR 247' APPROVAL
 D 04/20/2010 RECALLED FOR 247' APPROVAL
 E 04/20/2010 RECALLED FOR 247' APPROVAL
 F 04/20/2010 RECALLED FOR 247' APPROVAL
 G 04/20/2010 RECALLED FOR 247' APPROVAL
 H 04/20/2010 RECALLED FOR 247' APPROVAL

PROJECT TITLE

FISH CREEK SOLAR
 PARK (FSCSP)
 132 MWac / 172 MWdc

PROJECT LOCATION

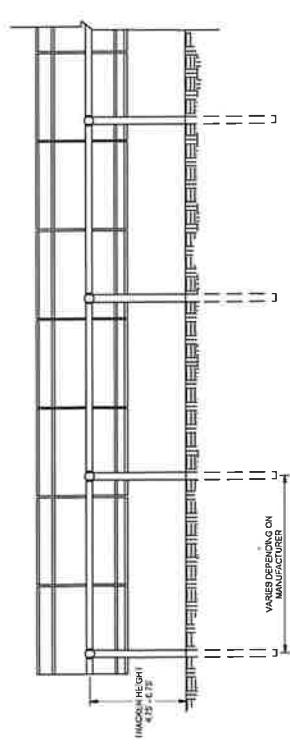
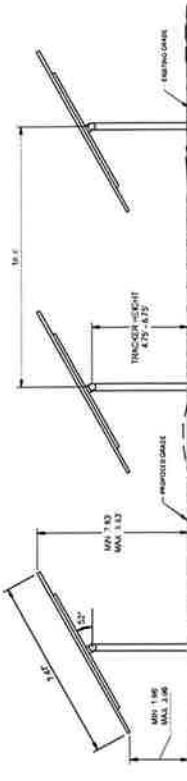
MONTCALM COUNTY, MI

SHEET TITLE & DESCRIPTION
 TRACKER AND
 INVERTER DETAILS

102-
 213-16755-23001
 DCS
 DNN
 CTK
 APV
 DATE: 2/26/2014
 DRAWING NUMBER: 132-172-04

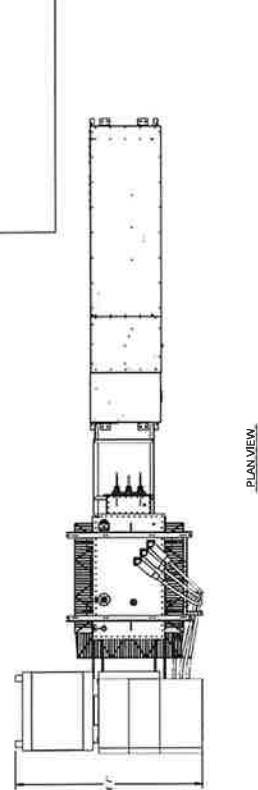
SCALE: 1/4" = 1'-0"
 SHELLING
 C-504
 H

PRELIMINARY
 NOT FOR CONSTRUCTION

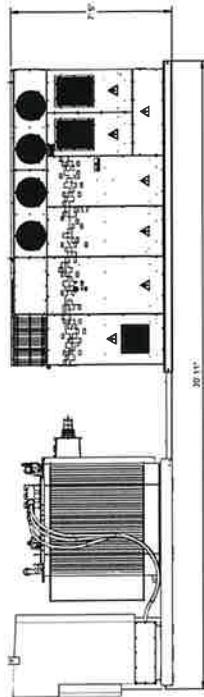


TYPICAL SOLAR TRACKER DETAIL

SCALE: 1/4"



PLAN VIEW



INVERTER DETAIL
 SCALE: 1/4"

Fish Creek		A1	
Itemized Quantities			
<i>Component</i>	<i>Additional Info</i>	<i>Number</i>	<i>Unit</i>
Solar Panels	VSUN - 550w	319,080	EA
Inverters	Siemens	34	EA
Array Technologies			
Racking Rows	Inc. (ATI)	3,024	Rows
Piles	Valmont	46,735	EA
DC Cable	600 KCMIL, 400 KCMIL, 10 AWG	214,398	FT
AC Cable	1250 KCMIL, 1000 KCMIL, 500 KCMIL, 4/0 AWG	195,235	FT
Cable Management System	CAB	79.0	EA
DCD Boxes	Shoals	656	EA
Perimeter Game Fence	in feet	72,046	FT
Fence gates		20	EA

SOLAR POWER EASEMENT AGREEMENT

This Solar Power Easement Agreement ("Agreement") is made and entered into as of this 25th day of August, 2021 ("Effective Date") by and between **Onrust Land, LLC**, a Michigan limited liability company, whose address is 588 3 Mile Rd NW, Ste 203, Grand Rapids, MI 49544, **Rocking dD, LLC**, a Michigan limited liability company, whose address is 588 3 Mile Rd NW, Ste 203, Grand Rapids, MI 49544, **Fieldstone Ag Holdings, LLC**, a Michigan limited liability company, whose address is 588 3 Mile Rd NW, Ste 203, Grand Rapids, MI 49544, and **Prime Country, LLC**, a Michigan limited liability company, whose address is 69110 County Road 687, Hartford, MI 49057 ("Grantor"), and **DTE ELECTRIC COMPANY** ("Grantee"), a Michigan corporation having its principal office located at One Energy Plaza, Detroit, Michigan 48226. Grantor and Grantee may be referred to herein in the singular as a "Party" and collectively as the "Parties".

WITNESSETH:

The following is a recital of the facts underlying the execution of this Agreement:

- A. Whereas, Grantor agrees to allow Grantee to develop a photovoltaic project including, but not limited to, the installation, maintenance and operation of a solar generating system, its electrical and mechanical components, support structure, mounting or tracking components, inverter(s), modules, meter(s), monitoring components, conduit, collection lines, cables, electric lines, ducts, transformers, fences, interconnection facilities, energy storage system, roadways and other elements installed in the nature of the work (collectively the "System") within the area of land consisting of approximately 663.39 acres described on the attached Exhibit A (the "Easement Area").
- B. Whereas, Grantee shall, at its sole cost and expense, engineer, procure and install any and all equipment in connection with the System.

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant: Except as set forth herein, Grantor grants an exclusive easement to DTE, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, on, over, under and across the Easement Area, including the airspace over the Easement Area, for the purpose of evaluating (including, but not limited to, conducting environmental, geotechnical, and meteorological studies), constructing, installing, operating, inspecting, repairing, maintaining, altering, replacing, improving, restoring and removing the System, as Grantee may determine is necessary or desirable, for the Term (as defined herein). Grantor further grants Grantee the following rights:
 - a. the right of Grantee to receive, unload, store, warehouse and protect all materials, tools and equipment on the Easement Area, as needed, and a lay down area on the Easement Area during construction of the System;

- b. the exclusive and continuous right to direct sunlight for operation of the System and the generation of energy.

2. Term:

- a. Term: The term of this Agreement (“Term”) shall be divided into two (2) phases, consisting of: (i) the Development Phase, which shall commence on the Effective Date and continue for an initial period of three (3) years, provided, however, that (x) Grantee shall have the right to extend the Development Phase in accordance with Exhibit C attached hereto for two (2) additional periods of one (1) year each and (y) if Grantee notifies Owner prior to the expiration of the Development Phase, as it may have been extended by Grantee, that Grantee has commenced construction of the System, then the Development Phase shall not expire on its scheduled expiration date but shall be automatically extended until the commercial operation date and (ii) upon the commercial operation date (“Commercial Operation Date”), when the System has been placed in service, the Development Phase shall cease and the Operation Phase shall begin and continue for a period of thirty (30) years from said commercial operation date, which may be extended at the election of Grantee in accordance with Exhibit C attached hereto for up to one (1) additional period of five (5) years, except as such Term may be earlier terminated as provided herein.
- b. Expiration: At the expiration or earlier termination of the Term, Grantee shall be afforded a period of twelve (12) months in which to (1) remove the System (including foundations) and any other Grantee Property (as defined herein) from the Easement Area to a depth of no more than forty-eight (48) inches below the surface of the land, (2) reseed the disturbed Easement Area with grass and/or natural vegetation or, to the extent the Easement Area is subject to PA 116, as defined below, return the Easement Area to a reasonable condition for crop planting in time for normal agricultural operations for the following growing season., and (3) remove all roads constructed by Grantee unless Grantor permits Grantee to abandon said roads in place and in their then-existing condition (“Removal”).
- c. Termination of Agreement for Convenience: Notwithstanding anything to the contrary contained herein, Grantee shall have the right to terminate this Agreement as to any whole tax parcel within the Easement Area upon thirty (30) days written notice to Grantor at any time during the Term; provided, however, no parcel may be terminated if it would be landlocked and that, if such notice is sent within ninety (90) days after the Effective Date, termination shall be effective upon the date such notice is sent. Upon termination, Grantee shall have no further obligations to Grantor and Grantor shall have no further obligations to Grantee except the Removal within that portion of the Easement Area that has been terminated. In the event that Grantee elects to reduce the size of the Easement Area, the payments to be made during the Term by Grantee to Grantor under a(i) set forth upon Exhibit C shall be reduced proportionately as a consequence of

Grantee's reduction of the size of the Easement Area, except, however, the annual payment shall never be less than the Minimum Payment as set forth at a(ii) upon Exhibit C. Grantor agrees to execute and deliver to Grantee such agreements and other documents as Grantee shall reasonably request to confirm and ratify Grantee's reduction of the size of the Easement Area, however, Grantee may, without Grantor's signature or consent, execute and record a memorandum of easement which contains the revised legal description of the Easement Area.

3. Compensation: Grantee shall pay Grantor as described in Exhibit C.
4. Access to Easement Area: Grantee shall have the right to restrict access to the Easement Area. Grantee shall further have the right, at its sole option and expense, to construct a fence around all or part of the System placed on the Easement Area (the "Fenced Area"). Grantor shall at all times have the right to make such use of the Easement Area outside the Fenced Area and/or the System as shall not be inconsistent with the exercise by Grantee of the rights herein granted.
5. Operation, Maintenance and Repair of System: Grantee will operate, maintain and repair the System during the Term of this Agreement at the sole cost and expense of Grantee. All work performed by Grantee in connection with the installation, operation, maintenance and repair of the System shall be performed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances. Notwithstanding the foregoing, Grantor shall be responsible for the cost of any damage Grantor causes to the System.
6. Vegetation Management: Grantor shall not plant any trees within the Easement Area. Grantee shall have the right from time to time hereafter to enter the Easement Area to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation that is within the Easement Area and (i) casts a shadow on the Easement Area or (ii) is of such a height, or is of such a species whose mature height, that in falling directly to the ground could come into contact with or land directly within the Easement Area. Notwithstanding the foregoing, Grantor may plant crops within the Easement Area during the Development Phase until such time as Grantor received notice from Grantee of the commencement of construction as provided in Exhibit C.
7. Credits, Rebates and Incentives: All federal and state tax credits, renewable energy credits, including all renewable energy attributes and/or benefits, payments, grants, rebates, incentive payments, or other credits paid as a result of the design, installation, and/or operation of the System (hereinafter "Incentives") shall inure to the exclusive benefit of and become the exclusive property of Grantee. Grantor will cooperate in good faith as necessary to enable Grantee to obtain all available Incentives. Apart from Grantor's cooperation as set forth above, Grantee shall be solely responsible for securing and receiving any Incentives.
8. Ownership:

- a. The System and all alterations, additions, improvements or installations made thereto by Grantee and all personal property of Grantee used in connection with the installation, operation and maintenance of the System, or other apparatus related to the System are, and shall be and remain, the personal property of Grantee ("Grantee Property"). In no event shall any Grantee Property be deemed a fixture, nor shall Grantor, nor anyone claiming by, through or under Grantor (including, but not limited to, any present or future mortgagee of Grantor) have any rights in or to the Grantee Property at any time.
- b. All energy, including capacity and stored energy, generated by the System shall remain the sole and exclusive property of Grantee.

9. Grantor's Obligations:

- a. No Interference: Grantor shall at all times during the Term of this Agreement use commercially reasonable efforts to maintain the Easement Area, in good condition and repair, provided that Grantee shall be responsible for the System and any vegetation management for the System as further set forth in Section 6 and/or otherwise in this Agreement. Grantee is solely responsible for maintenance of the Easement Area being paid under paragraph 5(a)I under Exhibit C to this Agreement. Grantor shall not interfere with or cause or permit any interference with the System and/or any Grantee Property and shall take all reasonable steps to ensure that no third party accesses the Easement Area. Grantor shall not grant any licenses, easements, leases or rights of way, whether recorded or unrecorded, that may interfere with Grantee's use of the Easement Area to operate the System. Grantor will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the System or its operation (including activities that may adversely affect the System's direct or indirect exposure to sunlight). Grantor will not conduct maintenance, repairs or other work to the Easement Area and Premises that is reasonably likely to damage, impair or otherwise adversely affect the System or its operations.
- b. Governmental Permits: Grantor shall cooperate with Grantee in obtaining any permits, approvals, consents and easements from any governmental agencies or other third parties having jurisdiction over and/or rights with respect to the Easement Area, the design, construction, location or operation of any equipment related to the System or any activities associated therewith. Grantor shall promptly execute permit documentation requested by Grantee.
- c. Grantor's Compliance with Applicable Laws: Grantor, at its sole cost and expense, shall comply with all applicable federal, state and local laws, rules, regulations and ordinances relating to the ownership and occupancy of the Easement Area and Premises.

10. Sale/Transfer/Lease of Easement Area and Premises: The burdens and covenants of Grantor shall run with and against the Easement Area, and shall be a charge and burden on the Easement Area and shall be binding upon and against Grantor, its successors, assigns, permittees, licensees, lessees, employees, and agents. It is the intent of the Parties that this Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns. Payments under this Agreement will be made to the fee owner of the Easement Area. Grantor shall notify Grantee of a transfer of the fee interest in the Easement Area to a new owner; Grantee shall not be responsible to make payments to such new owner until receipt of the foregoing notice and a W-9 from such new owner.

11. Intentionally Omitted.

12. Taxes:

a. Property Taxes. Grantee shall be responsible for any personal property taxes levied against any Grantee Property installed by Grantee on the Easement Area. In addition, to the extent the property taxes for the Easement Area increase due to a reclassification by the assessor, Grantee shall be responsible for such increase provided Grantor makes available to Grantee copies of such tax bills. Grantor shall also be obligated to pay any recapture taxes that may be imposed due to a change of use. Grantor shall pay the real property taxes for the Easement Area before such taxes become delinquent. If Grantor fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Agreement, then, in addition to its other rights and remedies, Grantee shall have the right to pay such taxes and other obligations, and/or cure any such default by any appropriate means; and the cost thereof shall be reimbursed to Grantee by Grantor within thirty (30) days of Grantee's demand. Grantee may offset such cost against any amounts owed by it to Grantor.

b. Public Act 116. In the event the Easement Area is subject to Farmland and Open Space Preservation Act, MCL 324.36101 *et seq.*, or similar program (referred to herein as "PA 116"), the System may be constructed within the Easement Area provided Michigan Department of Agriculture and Rural Development ("MDARD") consents and the Parties comply with the following:

i. Grantor Obligations:

1. Prior to receipt of the Construction Notice as provided in Exhibit C, Grantor shall amend the agreement between Grantor and MDARD to address the construction of the System under this Agreement and the tax credit deferment period ("Deferment Period").
2. Upon receipt of the Construction Notice from Grantee, Grantor represents and warrants that no further tax credits under PA 116 or other similar MDARD programs shall be claimed for the Easement Area until the Deferment Period expires.

3. Grantor represents and warrants that the Easement Area will be returned to agricultural use after the Deferment Period expires.

ii. Grantee Obligations:

1. Prior to completion of the System, Grantee shall design and plant the Easement Area to achieve a score of at least 76 on the Michigan Pollinator Habitat Planning Scorecard for Solar Sites and for portions of the site not included in pollinator plantings, Grantee shall maintain USDA – Natural Resource Conservation Service Conservation Cover Standard 327.
2. Throughout the Deferment Period, Grantee shall provide a bond or irrevocable letter of credit in the amount sufficient enough to decommission the System and return the Easement Area to agricultural purposes to the State of Michigan.
3. Within the Easement Area, Grantee shall maintain drainage infrastructure for fields that are exempt under Parts 303 and 301 of the Michigan Natural Resources and Environmental Protection Act.

13. Default:

- a. Default of Grantor. Each of the following events shall constitute an event of default by Grantor and shall permit Grantee to seek specific performance or all other appropriate remedies available at law or equity: (i) the failure to pay amounts required to be paid hereunder when due, and such failure has continued for thirty (30) days after written notice to Grantor from Grantee; or (ii) the failure by Grantor to perform any other material term set forth in this Agreement, and such failure has continued for thirty (30) days (or such longer period of time as may reasonably be required to cure such failure, if such failure cannot reasonably be cured within a thirty (30) day period) after written notice to Grantor from Grantee.
- b. Default of Grantee. Each of the following events shall constitute an event of default by Grantee and shall permit Grantor to seek monetary damages or all other appropriate remedies available at law or equity, provided that Grantor shall not have the right to terminate this Agreement or Grantee's right of access to and use of the Easement Area: (i) the failure to pay amounts required to be paid hereunder when due, and such failure has continued for thirty (30) days after written notice to Grantee from Grantor; or (ii) the failure by Grantee to perform any other material term set forth in this Agreement, and such failure has continued for thirty (30) days (or such longer period of time as may reasonably be required to cure such failure, if such failure cannot reasonably be cured within a thirty (30) day period) after written notice to Grantee from Grantor.

14. Indemnity

- a. Indemnification by Grantee. Grantee shall defend, indemnify and hold harmless Grantor for any claims for injuries to persons or damages to property, or both, arising directly or indirectly out of any negligent act or omission or willful misconduct of Grantee, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, on the Easement Area. Grantee shall not indemnify Grantor for claims arising out of Grantor's negligence or willful misconduct.
- b. Indemnification by Grantor. Grantor shall indemnify Grantee for any claims for injuries to persons or damages to property, or both, arising directly or indirectly out of any negligent act or omission or willful misconduct of Grantor, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, on the Easement Area. Grantor shall not indemnify Grantee for claims arising out of Grantee's negligence or willful misconduct.

15. Environmental Matters: Grantor shall be responsible for and shall indemnify, defend and hold Grantee harmless from and against any and all costs, claims, losses, expenses, liabilities, damages, penalties and causes of action arising under any federal, state or local environmental laws, regulations, ordinances, rules and directives, common law or equity, or any other laws ("Environmental Laws") with respect to the condition of the Easement Area during the term of this Agreement, including the physical nature or condition of the Easement Area or the environmental condition thereof; provided, however, that Grantor shall have no obligation to indemnify, defend or hold Grantee harmless with respect to the violation of any Environmental Laws by Grantee.

16. Title to Property: Except as to matters of record, Grantor represents and warrants to Grantee that: (i) Grantor is the sole owner of the Easement Area and holds marketable fee simple title to the Easement Area according to Michigan law; (ii) Grantor has not leased, transferred or otherwise encumbered in any way title to the Easement Area, (iii) Grantor has not received any notice (orally or in writing) from any third party of any claim with respect to the Easement Area; (iv) Grantor and each person signing this Agreement on behalf of Grantor has the full and unrestricted power and authority to execute and deliver this Easement and grant this easement and the rights herein granted; and (v) Grantor is not the subject of any bankruptcy, insolvency or probate proceeding.

17. Liens, Encumbrances, and Tenant: Except as to matters of record, Grantor represents and warrants that there are no liens, encumbrances, leases, fractional interests, mineral or oil and gas rights or other exceptions to Grantor's fee simple title or otherwise burdening the estate of Grantor in the Easement Area. Grantor warrants and agrees to defend the title to the Easement Area and agrees that Grantee may, if Grantor is in default, pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to the Easement Area and Premises, either before or after maturity and be subrogated to the rights of the holder thereof, and that Grantee shall be entitled to reimbursement out of any payments to Grantor under this Agreement. Grantor may grant a mortgage on the Easement Area. Grantee will subordinate to any such mortgage lien now or hereafter placed on the

Easement Area, if required, pursuant to a Subordination, Non-Disturbance and Attornment Agreement substantially in the form attached as Exhibit D within ten (10) business days of receipt of such request.

18. Recording: Grantor agrees that Grantee shall have the right, without the further consent, approval or signature of Grantor, to execute and record a short form of memorandum of this Agreement in the office of the Register of Deeds for the county in which the Premises are located in the form set forth at Exhibit E.
19. No Consequential Damages: Neither Party hereto shall be responsible to the other for incidental, indirect, or consequential damages, including, but not limited to, loss of profits or revenue.
20. Governing Law: This Agreement shall be governed and shall be interpreted in accordance with the laws of the State of Michigan.
21. Severability: Should any provision of this Agreement be or become invalid, ineffective or unenforceable in whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby.
22. Notices: Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement will be given only by (a) personal delivery; (b) deposit in any depository regularly maintained by the United States Postal Service, postage pre-paid, certified mail, return receipt requested, addressed in accordance with this Section, in which event it will be deemed received on the 3rd business day after deposit; or (c) nationally recognized courier service that provides written evidence of the date of delivery, in which event it will be deemed received on the day of delivery or, if such date is not a business day, the next succeeding day. All such notices will be sent to the addresses set forth below or to such other address as either party hereto may hereinafter designate in writing.

If to Grantee:

DTE Electric Company
One Energy Plaza
1635 WCB
Detroit, Michigan 48226
Attention: Office of the General Counsel

If to Grantor:

Onrust Land, LLC
588 3 Mile Rd NW, Ste 203
Grand Rapids, MI 49544

Rocking DD, LLC
588 3 Mile Rd NW, Ste 203

Grand Rapids, MI 49544

Fieldstone Ag Holdings, LLC
588 3 Mile Rd NW, Ste 203
Grand Rapids, MI 49544

Prime Country, LLC
69110 County Road 687
Hartford, MI 49057

23. Counterparts: This Agreement may be executed in one (1) or more counterparts, and all the counterparts shall constitute but one (1) and the same Agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.
24. Non-Waiver: Unless otherwise expressly provided in this Agreement, no waiver by Grantor or Grantee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Grantor or Grantee, as the case may be. No delay or omission in the exercise of any right or remedy accruing to Grantor or Grantee, as the case may be, upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Grantor or Grantee of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.
25. Captions: Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Agreement.
26. Exhibits: All Exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.
27. Entire Agreement: This Agreement, together with all schedules and exhibits attached hereto or mentioned herein, shall constitute the entire Agreement between the parties and may not be amended, modified or terminated except by a writing signed by the Parties hereto. This Agreement and the Exhibits hereto wholly supersede any and all oral statements, representations or agreements made by the Parties to this Agreement. This Agreement shall become binding when executed by Grantor and Grantee.
28. Construction of Agreement: This Agreement is the product of negotiations between the Parties and shall not be construed as being drafted by one Party as opposed to the other.
29. Successors and Assigns: This Agreement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns. Grantee may assign all or any portion of its interest under this Easement to a third party without Grantor's consent.

This instrument is exempt from transfer taxes pursuant to MCL 207.505(f), MCL 207.526(f), and MCL 211.8(g).

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this instrument on the date first written above.

GRANTOR

Onrust Land, LLC, a Michigan limited liability company, Rocking dD, LLC, a Michigan limited liability company, Fieldstone Ag Holdings, LLC, a Michigan limited liability company, and Prime Country, LLC, a Michigan limited liability company

BY: Richard J. Blau
NAME: Richard J. Blau, Jr.

NAME: Richard J. Blauw, Jr.

TITLE: Authorized Agent

STATE OF MI)
COUNTY OF Kent) SS

Acknowledged before me in Kent County, Michigan, this 8th day of July, 2021, by Richard J. Blauw, Jr. as Authorized Agent of **Onrust Land, LLC**, a Michigan limited liability company.

Notary's
Seal

Lisen & Crider
Lisen & Crider, Notary Public
Kent County, MI
My Commission Expires: 6-15-2026
Acting in Kent County, MI

GRANTOR

Onrust Land, LLC, a Michigan limited liability company, **Rocking dD, LLC, a Michigan limited liability company**, Fieldstone Ag Holdings, LLC, a Michigan limited liability company, and Prime Country, LLC, a Michigan limited liability company

BY: 

NAME: Richard J. Blauw, Jr.

TITLE: Authorized Agent

STATE OF MI)
COUNTY OF Kent) SS

Acknowledged before me in Kent County, Michigan, this 8th day of July, 2021, by Richard J. Blauw, Jr. as Authorized Agent of **Rocking DD, LLC**, a Michigan limited liability company.

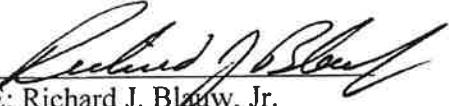
Notary's

Seal


Lisa K Crider, Notary Public
Kent County, MI
My Commission Expires: 6/15/2026
Acting in Kent County, MI

GRANTOR

Onrust Land, LLC, a Michigan limited liability company, Rocking dD, LLC, a Michigan limited liability company, **Fieldstone Ag Holdings, LLC, a Michigan limited liability company**, and Prime Country, LLC, a Michigan limited liability company

BY: 

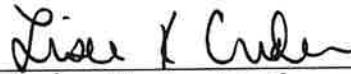
NAME: Richard J. Blauw, Jr.

TITLE: Authorized Agent

STATE OF MI)
COUNTY OF Kent) SS

Acknowledged before me in Kent County, Michigan, this 8th day of July, 2021, by Richard J. Blauw, Jr. as Authorized Agent of **Fieldstone Ag Holdings, LLC**, a Michigan limited liability company.

Notary's
Seal


Lisa K. Crider, Notary Public
Kent County, MI
My Commission Expires: 6/15/2026
Acting in Kent County, MI

GRANTOR

Onrust Land, LLC, a Michigan limited liability company, Rocking dD, LLC, a Michigan limited liability company, Fieldstone Ag Holdings, LLC, a Michigan limited liability company, and **Prime Country, LLC, a Michigan limited liability company**

BY: 

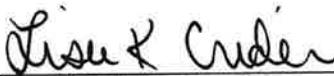
NAME: Richard J. Blauw, Jr.

TITLE: Authorized Agent

STATE OF MI)
COUNTY OF Kent) SS

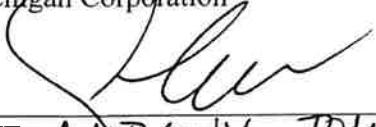
Acknowledged before me in Kent County, Michigan, this 8th day of July, 2021, by Richard J. Blauw, Jr. as Authorized Agent of **Prime Country, LLC, a Michigan limited liability company**.

Notary's
Seal


Lisa K. Crider, Notary Public
Kent County, MI
My Commission Expires: 6/15/2026
Acting in Kent County, MI

GRANTEE

DTE ELECTRIC COMPANY
a Michigan Corporation

BY: 

NAME: ANTHONY TOMCZAK
TITLE: VP CORP SERVICES & CPO

STATE OF MICHIGAN)
COUNTY OF Oakland)^{SS}

The foregoing instrument was acknowledged before me this 25th day of
August, 2021, by Anthony J. Tomczak as
Vice President - Cap. Services & CPO of DTE ELECTRIC COMPANY, a Michigan corporation.

Michelle A. Riley
Michelle A. Riley, Notary Public
Oakland County, Michigan
My Commission Expires: 9-9-2024
Acting in Oakland County, Michigan

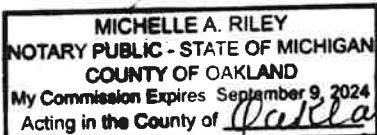


Exhibit A

Easement Area

Parcel 1:

The following described property located in Bushnell Township, Montcalm County, Michigan:

Land situated in the Township of Bushnell, County of Montcalm, Michigan, described as:

The East fractional half of the Northeast quarter of Section 3, Town 9 North, Range 6 West.

EXCEPT the North 250 feet of the Southeast quarter of the Northeast quarter of said Section 3.

Tax Identification Number: 003-003-001-00

Parcel 2:

The following described property located in Bushnell Township, Montcalm County, Michigan:

Land situated in the Township of Bushnell, County of Montcalm, Michigan, described as:

The Northwest quarter of the Northeast quarter of Section 3, Town 9 North, Range 6 West.

EXCEPT 2 acres commencing at the Northwest corner of the Northwest quarter of the Northeast quarter; thence East 8 rods; thence South 40 rods; thence West 8 rods; thence North 40 rods to the place of beginning.

Tax Identification Number: 003-003-002-00

Parcel 3:

The following described property located in Bushnell Township, Montcalm County, Michigan:

Land situated in the Township of Bushnell, County of Montcalm, Michigan, described as:

The Southwest quarter of the Northeast quarter of Section 3, Town 9 North, Range 6 West.

EXCEPT the North 250 feet thereof.

Tax Identification Number: 003-003-004-00

Parcel 4:

The following described property located in Bushnell Township, Montcalm County, Michigan:

Land situated in the Township of Bushnell, County of Montcalm, Michigan, described as:

The North half of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 3, Town 9 North, Range 6 West.

Tax Identification Number: 003-003-006-00

Parcel 5:

The following described property located in Bushnell Township, Montcalm County, Michigan:

Land situated in the Township of Bushnell, County of Montcalm, Michigan, described as:

The Southeast quarter of the Northwest quarter of Section 3, Town 9 North, Range 6 West.

EXCEPT commencing at the North quarter post of said Section; thence South 00 degrees 14 minutes 45 seconds West along the North-South quarter line of said Section 1,267.77 feet to the North eighth line and the place of beginning; thence continuing South 00 degrees 14 minutes 45 seconds West 250 feet; thence North 89 degrees 48 minutes 45 seconds West 2,55 feet; thence North 88 degrees 31 minutes 30 seconds West 1,301.07 feet to the West eighth line of said Section; thence North 00 degrees 00 minutes 45 seconds West along said eighth line of said Section 220.77 feet to the North eighth line of said Section; thence South 89 degrees 48 minutes 45 seconds East along said eighth line 1,304.33 feet to the place of beginning.

ALSO EXCEPT the South 362 feet of the North 822 feet of the West 362 feet of said Southeast quarter of the Northwest quarter of said Section 3.

Tax Identification Number: 003-003-012-10

Parcel 6:

The following described property located in Bushnell Township, Montcalm County, Michigan:

Land situated in the Township of Bushnell, County of Montcalm, Michigan, described as:

The South 362 feet of the North 822 feet of the West 362 feet of the Southeast quarter of the Northwest quarter of Section 3, Town 9 North, Range 6 West.

Tax Identification Number: 003-003-012-20

Parcel 7:

The following described property located in Bushnell Township, Montcalm County, Michigan:

Land situated in Bushnell Township, County of Montcalm, Michigan, described as:

The Northwest quarter of the Southeast quarter of Section 3, Town 9 North, Range 6 West.

Tax Identification Number: 003-003-023-00

Parcel 8:

The following described property located in Evergreen Township, Montcalm County, Michigan:

Land situated in the Township of Evergreen, County of Montcalm, Michigan, described as:

All that part of the South half of the Southeast quarter of Section 27, Town 10 North, Range 6 West, lying Southerly of the centerline of the existing drainage ditch running from the Southeast corner of said Southeast 1/4 to a point on the West line of said Southeast 1/4 which is approximately 10 rods North of the Southwest corner of said Southeast quarter.

Tax Identification Number: 009-027-007-00

Parcel 9:

The following described property located in Evergreen Township, Montcalm County, Michigan:

Land situated in the Township of Evergreen, County of Montcalm, Michigan, described as:

The Southeast quarter of the Southwest quarter of the Southeast quarter of Section 34, Town 10 North, Range 6 West.

Tax Identification Number: 009-034-006-00

Parcel 10:

The following described property located in Evergreen Township, Montcalm County, Michigan:

Land situated in the Township of Evergreen, County of Montcalm, Michigan, described as:

The Southeast quarter of Section 34, Town 10 North, Range 6 West.

EXCEPT the South quarter of the West half thereof.

Tax Identification Number: PIN: 009-034-007-00

Parcel 11:

The following described property located in Evergreen Township, Montcalm County, Michigan:

Land situated in the Township of Evergreen, County of Montcalm, Michigan, described as:

The Southeast quarter of the Southwest quarter of the Southeast quarter of Section 34, Town 10 North, Range 6 West.

Tax Identification Number: 009-034-008-00

Parcel 12:

The following described property located in Evergreen Township, Montcalm County, Michigan:

Land situated in the Township of Evergreen, County of Montcalm, Michigan, described as:

The East half of the Southwest quarter of Section 34, Town 10 North, Range 6 West.

Tax Identification Number: 009-034-009-00

Parcel 13:

The following described property located in Evergreen Township, Montcalm County, Michigan:

Land situated in the Township of Evergreen, County of Montcalm, Michigan, described as:

The West half of the Northeast quarter and the East half of the Southeast quarter of the Northwest quarter of Section 34, Town 10 North, Range 6 West.

Tax Identification Number: 009-034-010-00

Parcel 14:

The following described property located in Evergreen Township, Montcalm County, Michigan:

Land situated in the Township of Evergreen, County of Montcalm, Michigan, described as:

The Northeast quarter of the Northeast quarter of Section 34, Town 10 North, Range 6 West.

Tax Identification Number: 009-034-011-00

Parcel 15:

The following described property located in Evergreen Township, Montcalm County, Michigan:

Land situated in the Township of Evergreen, County of Montcalm, Michigan, described as:

The East 20 acres of the North half of the Northwest quarter of Section 34, Town 10 North, Range 6 West.

Tax Identification Number: 009-034-012-00

Parcel 16:

The following described property located in Evergreen Township, Montcalm County, Michigan:

Land situated in the Township of Evergreen, County of Montcalm, Michigan, described as:

The East half of the Southwest quarter of the Northwest quarter, and the West half of the Southeast quarter of the Northwest quarter, Section 34, Town 10 North, Range 6 West.

Tax Identification Number: 009-034-014-00

SOLAR POWER EASEMENT AGREEMENT

This Solar Power Easement Agreement ("Agreement") is made and entered into as of this 4th day of JANUARY, 2022 ("Effective Date") by and between **Meadow Rock Dairy, LLC**, a Michigan limited liability company, whose address is 588 3 Mile Road NW, Ste 203, Grand Rapids, Michigan 49544 ("Grantor"), and **DTE ELECTRIC COMPANY** ("Grantee"), a Michigan corporation having its principal office located at One Energy Plaza, Detroit, Michigan 48226. Grantor and Grantee may be referred to herein in the singular as a "Party" and collectively as the "Parties".

WITNESSETH:

The following is a recital of the facts underlying the execution of this Agreement:

- A. Whereas, Grantor agrees to allow Grantee to develop a photovoltaic project including, but not limited to, the installation, maintenance and operation of a solar generating system, its electrical and mechanical components, support structure, mounting or tracking components, inverter(s), modules, meter(s), monitoring components, conduit, collection lines, cables, electric lines, ducts, transformers, fences, interconnection facilities, energy storage system, roadways and other elements installed in the nature of the work (collectively the "System") within the area of land consisting of approximately **60** acres described on the attached Exhibit A (the "Easement Area").
- B. Whereas, Grantee shall, at its sole cost and expense, engineer, procure and install any and all equipment in connection with the System.

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant: Except as set forth herein, Grantor grants an exclusive easement to DTE, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, on, over, under and across the Easement Area, including the airspace over the Easement Area, for the purpose of evaluating (including, but not limited to, conducting environmental, geotechnical, and meteorological studies), constructing, installing, operating, inspecting, repairing, maintaining, altering, replacing, improving, restoring and removing the System, as Grantee may determine is necessary or desirable, for the Term (as defined herein). Grantor further grants Grantee the following rights:
 - a. the right of Grantee to receive, unload, store, warehouse and protect all materials, tools and equipment on the Easement Area, as needed, and a lay down area on the Easement Area during construction of the System;
 - b. the exclusive and continuous right to direct sunlight for operation of the System and the generation of energy.

2. Term:

- a. Term: The term of this Agreement ("Term") shall be divided into two (2) phases, consisting of: (i) the Development Phase, which shall commence on the Effective Date and continue for an initial period of three (3) years, provided, however, that (x) Grantee shall have the right to extend the Development Phase in accordance with Exhibit C attached hereto for two (2) additional periods of one (1) year each and (y) if Grantee notifies Owner prior to the expiration of the Development Phase, as it may have been extended by Grantee, that Grantee has commenced construction of the System, then the Development Phase shall not expire on its scheduled expiration date but shall be automatically extended until the commercial operation date and (ii) upon the commercial operation date ("Commercial Operation Date"), when the System has been placed in service, the Development Phase shall cease and the Operation Phase shall begin and continue for a period of thirty (30) years from said commercial operation date, which may be extended at the election of Grantee in accordance with Exhibit C attached hereto for up to one (1) additional period of five (5) years, except as such Term may be earlier terminated as provided herein.
- b. Expiration: At the expiration or earlier termination of the Term, Grantee shall be afforded a period of twelve (12) months in which to (1) remove the System (including foundations) and any other Grantee Property (as defined herein) from the Easement Area to a depth of no more than forty-eight (48) inches below the surface of the land, (2) reseed the disturbed Easement Area with grass and/or natural vegetation or, to the extent the Easement Area is subject to PA 116, as defined below, return the Easement Area to a reasonable condition for crop planting in time for normal agricultural operations for the following growing season., and (3) remove all roads constructed by Grantee unless Grantor permits Grantee to abandon said roads in place and in their then-existing condition ("Removal").
- c. Termination of Agreement for Convenience: Notwithstanding anything to the contrary contained herein, Grantee shall have the right to terminate this Agreement as to any whole tax parcel within the Easement Area upon thirty (30) days written notice to Grantor at any time during the Term; provided, however, no parcel may be terminated if it would be landlocked and that, if such notice is sent within ninety (90) days after the Effective Date, termination shall be effective upon the date such notice is sent. Upon termination, Grantee shall have no further obligations to Grantor and Grantor shall have no further obligations to Grantee except the Removal within that portion of the Easement Area that has been terminated. In the event that Grantee elects to reduce the size of the Easement Area, the payments to be made during the Term by Grantee to Grantor under a(i) set forth upon Exhibit C shall be reduced proportionately as a consequence of Grantee's reduction of the size of the Easement Area, except, however, the annual payment shall never be less than the Minimum Payment as set forth at a(ii) upon Exhibit C. Grantor agrees to execute and deliver to Grantee such agreements and other documents as Grantee shall reasonably request to confirm and ratify Grantee's reduction of the size of the

Easement Area, however, Grantee may, without Grantor's signature or consent, execute and record a memorandum of easement which contains the revised legal description of the Easement Area.

3. Compensation: Grantee shall pay Grantor as described in Exhibit C.
4. Access to Easement Area: Grantee shall have the right to restrict access to the Easement Area. Grantee shall further have the right, at its sole option and expense, to construct a fence around all or part of the System placed on the Easement Area (the "Fenced Area"). Grantor shall at all times have the right to make such use of the Easement Area outside the Fenced Area and/or the System as shall not be inconsistent with the exercise by Grantee of the rights herein granted.
5. Operation, Maintenance and Repair of System: Grantee will operate, maintain and repair the System during the Term of this Agreement at the sole cost and expense of Grantee. All work performed by Grantee in connection with the installation, operation, maintenance and repair of the System shall be performed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances. Notwithstanding the foregoing, Grantor shall be responsible for the cost of any damage Grantor causes to the System.
6. Vegetation Management: Grantor shall not plant any trees within the Easement Area. Grantee shall have the right from time to time hereafter to enter the Easement Area to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation that is within the Easement Area and (i) casts a shadow on the Easement Area or (ii) is of such a height, or is of such a species whose mature height, that in falling directly to the ground could come into contact with or land directly within the Easement Area. Notwithstanding the foregoing, Grantor may plant crops within the Easement Area during the Development Phase until such time as Grantor received notice from Grantee of the commencement of construction as provided in Exhibit C.
7. Credits, Rebates and Incentives: All federal and state tax credits, renewable energy credits, including all renewable energy attributes and/or benefits, payments, grants, rebates, incentive payments, or other credits paid as a result of the design, installation, and/or operation of the System (hereinafter "Incentives") shall inure to the exclusive benefit of and become the exclusive property of Grantee. Grantor will cooperate in good faith as necessary to enable Grantee to obtain all available Incentives. Apart from Grantor's cooperation as set forth above, Grantee shall be solely responsible for securing and receiving any Incentives.
8. Ownership:
 - a. The System and all alterations, additions, improvements or installations made thereto by Grantee and all personal property of Grantee used in connection with the installation, operation and maintenance of the System, or other apparatus related to the System are, and shall be and remain, the personal property of Grantee ("Grantee Property"). In no event shall any Grantee Property be deemed a fixture, nor shall Grantor, nor anyone claiming by, through or under Grantor (including, but not

limited to, any present or future mortgagee of Grantor) have any rights in or to the Grantee Property at any time.

- b. All energy, including capacity and stored energy, generated by the System shall remain the sole and exclusive property of Grantee.

9. Grantor's Obligations:

- a. No Interference: Grantor shall at all times during the Term of this Agreement use commercially reasonable efforts to maintain the Easement Area, in good condition and repair, provided that Grantee shall be responsible for the System and any vegetation management for the System as further set forth in Section 6 and/or otherwise in this Agreement. Grantee is solely responsible for maintenance of the Easement Area being paid under paragraph 5(a)I under Exhibit C to this Agreement. Grantor shall not interfere with or cause or permit any interference with the System and/or any Grantee Property and shall take all reasonable steps to ensure that no third party accesses the Easement Area. Grantor shall not grant any licenses, easements, leases or rights of way, whether recorded or unrecorded, that may interfere with Grantee's use of the Easement Area to operate the System. Grantor will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the System or its operation (including activities that may adversely affect the System's direct or indirect exposure to sunlight). Grantor will not conduct maintenance, repairs or other work to the Easement Area and Premises that is reasonably likely to damage, impair or otherwise adversely affect the System or its operations.
- b. Governmental Permits: Grantor shall cooperate with Grantee in obtaining any permits, approvals, consents and easements from any governmental agencies or other third parties having jurisdiction over and/or rights with respect to the Easement Area, the design, construction, location or operation of any equipment related to the System or any activities associated therewith. Grantor shall promptly execute permit documentation requested by Grantee.
- c. Grantor's Compliance with Applicable Laws: Grantor, at its sole cost and expense, shall comply with all applicable federal, state and local laws, rules, regulations and ordinances relating to the ownership and occupancy of the Easement Area and Premises.

10. Sale/Transfer/Lease of Easement Area and Premises: The burdens and covenants of Grantor shall run with and against the Easement Area, and shall be a charge and burden on the Easement Area and shall be binding upon and against Grantor, its successors, assigns, permittees, licensees, lessees, employees, and agents. It is the intent of the Parties that this Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns. Payments under this Agreement will be made to the fee owner of the Easement

Area. Grantor shall notify Grantee of a transfer of the fee interest in the Easement Area to a new owner; Grantee shall not be responsible to make payments to such new owner until receipt of the foregoing notice and a W-9 from such new owner.

11. Intentionally Omitted.

12. Taxes:

- a. **Property Taxes.** Grantee shall be responsible for any personal property taxes levied against any Grantee Property installed by Grantee on the Easement Area. In addition, to the extent the property taxes for the Easement Area increase due to a reclassification by the assessor, Grantee shall be responsible for such increase provided Grantor makes available to Grantee copies of such tax bills. Grantor shall also be obligated to pay any recapture taxes that may be imposed due to a change of use. Grantor shall pay the real property taxes for the Easement Area before such taxes become delinquent. If Grantor fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Agreement, then, in addition to its other rights and remedies, Grantee shall have the right to pay such taxes and other obligations, and/or cure any such default by any appropriate means; and the cost thereof shall be reimbursed to Grantee by Grantor within thirty (30) days of Grantee's demand. Grantee may offset such cost against any amounts owed by it to Grantor.
- b. **Public Act 116.** In the event the Easement Area is subject to Farmland and Open Space Preservation Act, MCL 324.36101 *et seq.*, or similar program (referred to herein as "PA 116"), the System may be constructed within the Easement Area provided Michigan Department of Agriculture and Rural Development ("MDARD") consents and the Parties comply with the following:

i. Grantor Obligations:

1. Prior to receipt of the Construction Notice as provided in Exhibit C, Grantor shall amend the agreement between Grantor and MDARD to address the construction of the System under this Agreement and the tax credit deferment period ("Deferment Period").
2. Upon receipt of the Construction Notice from Grantee, Grantor represents and warrants that no further tax credits under PA 116 or other similar MDARD programs shall be claimed for the Easement Area until the Deferment Period expires.
3. Grantor represents and warrants that the Easement Area will be returned to agricultural use after the Deferment Period expires.

ii. Grantee Obligations:

1. Prior to completion of the System, Grantee shall design and plant the Easement Area to achieve a score of at least 76 on the Michigan Pollinator Habitat Planning Scorecard for Solar Sites and for portions of the site not included in pollinator plantings, Grantee shall maintain USDA – Natural Resource Conservation Service Conservation Cover Standard 327.
2. Throughout the Deferment Period, Grantee shall provide a bond or irrevocable letter of credit in the amount sufficient enough to decommission the System and return the Easement Area to agricultural purposes to the State of Michigan.
3. Within the Easement Area, Grantee shall maintain drainage infrastructure for fields that are exempt under Parts 303 and 301 of the Michigan Natural Resources and Environmental Protection Act.

13. Default:

- a. Default of Grantor. Each of the following events shall constitute an event of default by Grantor and shall permit Grantee to seek specific performance or all other appropriate remedies available at law or equity: (i) the failure to pay amounts required to be paid hereunder when due, and such failure has continued for thirty (30) days after written notice to Grantor from Grantee; or (ii) the failure by Grantor to perform any other material term set forth in this Agreement, and such failure has continued for thirty (30) days (or such longer period of time as may reasonably be required to cure such failure, if such failure cannot reasonably be cured within a thirty (30) day period) after written notice to Grantor from Grantee.
- b. Default of Grantee. Each of the following events shall constitute an event of default by Grantee and shall permit Grantor to seek monetary damages or all other appropriate remedies available at law or equity, provided that Grantor shall not have the right to terminate this Agreement or Grantee's right of access to and use of the Easement Area: (i) the failure to pay amounts required to be paid hereunder when due, and such failure has continued for thirty (30) days after written notice to Grantee from Grantor; or (ii) the failure by Grantee to perform any other material term set forth in this Agreement, and such failure has continued for thirty (30) days (or such longer period of time as may reasonably be required to cure such failure, if such failure cannot reasonably be cured within a thirty (30) day period) after written notice to Grantee from Grantor.

14. Indemnity

- a. Indemnification by Grantee. Grantee shall defend, indemnify and hold harmless Grantor for any claims for injuries to persons or damages to property, or both, arising directly or indirectly out of any negligent act or omission or willful misconduct of Grantee, its officers, employees, agents, contractors, subcontractors,

licensees, invitees and guests, on the Easement Area. Grantee shall not indemnify Grantor for claims arising out of Grantor's negligence or willful misconduct.

- b. Indemnification by Grantor. Grantor shall indemnify Grantee for any claims for injuries to persons or damages to property, or both, arising directly or indirectly out of any negligent act or omission or willful misconduct of Grantor, its officers, employees, agents, contractors, subcontractors, licensees, invitees and guests, on the Easement Area. Grantor shall not indemnify Grantee for claims arising out of Grantee's negligence or willful misconduct.
15. Environmental Matters: Grantor shall be responsible for and shall indemnify, defend and hold Grantee harmless from and against any and all costs, claims, losses, expenses, liabilities, damages, penalties and causes of action arising under any federal, state or local environmental laws, regulations, ordinances, rules and directives, common law or equity, or any other laws ("Environmental Laws") with respect to the condition of the Easement Area during the term of this Agreement, including the physical nature or condition of the Easement Area or the environmental condition thereof; provided, however, that Grantor shall have no obligation to indemnify, defend or hold Grantee harmless with respect to the violation of any Environmental Laws by Grantee.
16. Title to Property: Except as to matters of record, Grantor represents and warrants to Grantee that: (i) Grantor is the sole owner of the Easement Area and holds marketable fee simple title to the Easement Area according to Michigan law; (ii) Grantor has not leased, transferred or otherwise encumbered in any way title to the Easement Area, (iii) Grantor has not received any notice (orally or in writing) from any third party of any claim with respect to the Easement Area; (iv) Grantor and each person signing this Agreement on behalf of Grantor has the full and unrestricted power and authority to execute and deliver this Easement and grant this easement and the rights herein granted; and (v) Grantor is not the subject of any bankruptcy, insolvency or probate proceeding.
17. Liens, Encumbrances, and Tenant: Except as to matters of record, Grantor represents and warrants that there are no liens, encumbrances, leases, fractional interests, mineral or oil and gas rights or other exceptions to Grantor's fee simple title or otherwise burdening the estate of Grantor in the Easement Area. Grantor warrants and agrees to defend the title to the Easement Area and agrees that Grantee may, if Grantor is in default, pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to the Easement Area and Premises, either before or after maturity and be subrogated to the rights of the holder thereof, and that Grantee shall be entitled to reimbursement out of any payments to Grantor under this Agreement. Grantor may grant a mortgage on the Easement Area. Grantee will subordinate to any such mortgage lien now or hereafter placed on the Easement Area, if required, pursuant to a Subordination, Non-Disturbance and Attornment Agreement substantially in the form attached as Exhibit D within ten (10) business days of receipt of such request.
18. Recording: Grantor agrees that Grantee shall have the right, without the further consent, approval or signature of Grantor, to execute and record a short form of memorandum of

this Agreement in the office of the Register of Deeds for the county in which the Premises are located in the form set forth at Exhibit E.

19. No Consequential Damages: Neither Party hereto shall be responsible to the other for incidental, indirect, or consequential damages, including, but not limited to, loss of profits or revenue.
20. Governing Law: This Agreement shall be governed and shall be interpreted in accordance with the laws of the State of Michigan.
21. Severability: Should any provision of this Agreement be or become invalid, ineffective or unenforceable in whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby.
22. Notices: Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement will be given only by (a) personal delivery; (b) deposit in any depository regularly maintained by the United States Postal Service, postage pre-paid, certified mail, return receipt requested, addressed in accordance with this Section, in which event it will be deemed received on the 3rd business day after deposit; or (c) nationally recognized courier service that provides written evidence of the date of delivery, in which event it will be deemed received on the day of delivery or, if such date is not a business day, the next succeeding day. All such notices will be sent to the addresses set forth below or to such other address as either party hereto may hereinafter designate in writing.

If to Grantee:

DTE Electric Company
One Energy Plaza
1635 WCB
Detroit, Michigan 48226
Attention: Office of the General Counsel

If to Grantor:

Meadow Rock Dairy, LLC
588 3 Mile Rd NW, Ste 203
Grand Rapids, MI 49544

23. Counterparts: This Agreement may be executed in one (1) or more counterparts, and all the counterparts shall constitute but one (1) and the same Agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.
24. Non-Waiver: Unless otherwise expressly provided in this Agreement, no waiver by Grantor or Grantee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Grantor or Grantee, as the case may be. No delay or omission in the exercise of any right or remedy accruing to Grantor or Grantee, as the case

may be, upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Grantor or Grantee of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

25. Captions: Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Agreement.
26. Exhibits: All Exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.
27. Entire Agreement: This Agreement, together with all schedules and exhibits attached hereto or mentioned herein, shall constitute the entire Agreement between the parties and may not be amended, modified or terminated except by a writing signed by the Parties hereto. This Agreement and the Exhibits hereto wholly supersede any and all oral statements, representations or agreements made by the Parties to this Agreement. This Agreement shall become binding when executed by Grantor and Grantee.
28. Construction of Agreement: This Agreement is the product of negotiations between the Parties and shall not be construed as being drafted by one Party as opposed to the other.
29. Successors and Assigns. This Agreement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns. Grantee may assign all or any portion of its interest under this Easement to a third party without Grantor's consent.

This instrument is exempt from transfer taxes pursuant to MCL 207.505(f), MCL 207.526(f), and MCL 211.8(g).

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this instrument on the date first written above.

GRANTOR

Meadow Rock Dairy, LLC, a Michigan limited liability company

BY: 

NAME: Richard J. Blauw, Jr.

TITLE: Authorized Agent

STATE OF MI)

) SS

COUNTY OF Kent)

Acknowledged before me in Kent County, Michigan, this 17th day of
December, 2021, by **Richard J. Blauw, Jr.**, as Authorized Agent of Meadow
Rock Dairy, LLC, a Michigan limited liability company.

Notary's

Seal



, Notary Public

County, _____



My Commission Expires: _____

Acting in _____ County, _____

GRANTEE
DTE ELECTRIC COMPANY
a Michigan Corporation

BY: John C. Erb

NAME: John C. Erb

ITS: Manager of Corporate Real Estate

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)
)

The foregoing instrument was acknowledged before me this 4th day of January 2021 by

John C. Erb

as

Manager of Corporate Real Estate

of **DTE ELECTRIC COMPANY**, a Michigan corporation.



Diane L. Hanna

Diane L. Hanna, Notary Public
Livingston County, Michigan

My Commission Expires: 08/20/2028
Acting in Oakland County, Michigan

Exhibit A

Easement Area

The following described property located in Evergreen Township, Montcalm County, Michigan:

Parcel 1:

The following described land located in Evergreen Township, Montcalm County, Michigan:

THE NORTH $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, EXCEPTING THEREFROM THE SOUTH $\frac{1}{4}$ OF THE
NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, IN T10N, R6W, EVERGREEN TOWNSHIP, MONTCALM
COUNTY, MICHIGAN.

Tax Identification Number: 009-035-012-00