

RESOLUTION NO. 2023-20

RESOLUTION BY THE EXECUTIVE COMMITTEE AUTHORIZING ENTRY INTO A NONDISTURBANCE AGREEMENT WITH THE VILLAGE OF MOUNT PLEASANT, FEWI DEVELOPMENT CORPORATION, AND WISCONSIN ELECTRIC POWER COMPANY RELATED TO THE PROPOSED SOLAR PANEL ARRAY FOR LAND WITHIN TAX INCREMENTAL DISTRICT NO. 5

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, on December 1, 2017, the Village of Mount Pleasant (the "Village") and Racine County (the "County") entered into a Development Agreement Foxconn Project ("Development Agreement") with SIO International Wisconsin, Inc., FEWI Development Corporation and AFE, Inc. (collectively "Developer"); and

WHEREAS, the Developer has leased to WE Energies a certain portion of the land acquired by Developer pursuant to a Solar Ground Lease Agreement to cause the installation of (i) a tenant-owned 1.0-megawatt AC nameplate capacity electric power generating photovoltaic solar panel array, and (ii) certain other equipment and tangible personal property that is necessary for the operation of the foregoing.

NOW, THEREFORE, BE IT RESOLVED by the Racine County Board of Supervisors that the Nondisturbance Agreement between the Village of Mount Pleasant, Racine County, FEWI Development Corporation, and Wisconsin Electric power Company, as set forth in Exhibit "A" which is attached hereto, is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive, and/or the Racine County Board Chairman are authorized to execute any contracts, agreements, amendments, or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

EXECUTIVE COMMITTEE

1st Reading _____

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

Thomas E. Roanhouse, Chairman

Tom Kramer, Vice-Chairman

Robert N. Miller, Secretary

VOTE REQUIRED: majority

Jason Eckman

Prepared by: Corporation Counsel

Robert D. Grove

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Tom Hincz

Donald J. Trottier

Melissa Kaprelian

Scott Maier

**The foregoing legislation adopted by the County Board of Supervisors of
Racine County, Wisconsin, is hereby:**

Approved: _____

Vetoed: _____

Date: _____,

Jonathan Delagrave, County Executive

**NONDISTURBANCE
AGREEMENT**

Document Number

Document Title

Recording Area

Name and Return Address

Quarles & Brady LLP
411 East Wisconsin Avenue, Suite 2400
Milwaukee, WI 53202
Attn: Joseph E. Puchner, Esq.

See Exhibit A attached hereto.

Parcel Identification Number (PIN)

Drafted by:

Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202
Attn: Joseph E. Puchner, Esq.

NONDISTURBANCE AGREEMENT

THIS NONDISTURBANCE AGREEMENT (this "Agreement") is made as of the _____ day of JANUARY 18TH, 2023, by and among the Village of Mount Pleasant, a Wisconsin municipal corporation (the "Village"), Racine County, a Wisconsin municipal corporation (the "County", and collectively with the Village, the "Municipalities"), FEWI Development Corporation, a Wisconsin corporation (together with all successors and/or assigns thereto, the "Developer"), and Wisconsin Electric Power Company, a Wisconsin corporation dba "We Energies" (together with all successors and/or assigns thereto, "We Energies").

RECITALS

WHEREAS, the Municipalities, the Developer, and certain of Developer's affiliates are all parties to that certain Development Agreement Foxconn Project dated as of December 1, 2017 (as may be amended or supplemented from time to time, the "Development Agreement") pertaining to, among other things and as further described in the Development Agreement, certain real estate that is included within Tax Incremental District No. 5 of the Village of Mount Pleasant, Wisconsin;

WHEREAS, pursuant to that certain Solar Ground Lease Agreement dated as of JANUARY 18TH, 2023 (the "Ground Lease"), Developer has leased to We Energies a certain portion of the land acquired by Developer pursuant to the Development Agreement, as further described in the Ground Lease and on Exhibit A attached hereto (the "Leased Premises");

WHEREAS, subject to the Ground Lease, We Energies intends to cause the installation on the Leased Premises of (i) a tenant-owned 1.0-megawatt AC nameplate capacity electric power generating photovoltaic solar panel array, and (ii) certain other equipment and tangible personal property that is necessary for the operation of the foregoing (including, without limitation, wires, cabling, pipes, conduit, inverters, mounting, trackers, controls and associated equipment), all as is more particularly described in the Ground Lease (collectively, the "Solar PV System");

WHEREAS, record notice of the Development Agreement has been recorded with the Racine County Register of Deeds against the Leased Premises pursuant to that certain Notice of Development Agreement (Foxconn Project) and other matters contained in the instrument recorded April 25, 2018 as Document No. 2492023 (along with Correction Instrument recorded May 2, 2018 as Document No. 2492655, along with Correction Instrument recorded May 22, 2018 as Document No. 2494239, along with Correction Instrument recorded July 30, 2018 as Document No. 2499716) (all of the foregoing collectively, the "Notice"); and

WHEREAS, the parties are now entering into this Agreement for the purpose of confirming their understandings and agreements with respect to each of the Development Agreement, the Ground Lease and the Notice.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Regardless of whether or not any of the equipment, components or personal property comprising the Solar PV System (as the same may be supplemented or replaced by We Energies from time to time) is affixed to or installed upon the Leased Premises, the Municipalities, We Energies, and the Developer acknowledge and agree that the Solar PV System, including all equipment, components and/or other personal property related thereto, shall not be deemed to be fixtures. In furtherance of the foregoing, (i) the Municipalities hereby disclaim any and all potential claims or rights to any lien or security interest in relation to the Development Agreement, the Ground Lease or any other instrument on the Solar PV System, including any and all equipment, components and/or personal property related thereto, and (ii) the Developer acknowledges and agrees that We Energies shall at all times retain title to and be the legal and beneficial owner of the PV System and all alterations, additions or improvements made thereto by We Energies, and the PV System shall remain the property of We Energies, and We Energies shall have the right to remove the PV System from the Leased Premises in accordance with the terms of the Ground Lease. Notwithstanding anything herein to the contrary, We Energies acknowledges and the Developer reaffirms that the Leased Premises remain subject to all terms and conditions of the Development Agreement and all liens and security interests created under the Development Agreement, including but not limited to the Area I Special Assessment described in the Development Agreement and evidenced by the Resolution recorded November 1, 2019 as Document No. 2535149; provided, however, that nothing in this Agreement shall modify any of the terms or conditions of the existing agreements among the Developer and the Municipalities or constitute a waiver of any of the terms or conditions of such existing agreements among the Developer and the Municipalities.

2. The Municipalities hereby agree that: (i) the Ground Lease shall survive the termination of the Development Agreement and the terms of the Ground Lease shall not be amended or modified by the termination of the Development Agreement, whether the Development Agreement is terminated by lapse of time or otherwise; and (ii) so long as no event exists on We Energies' part that constitutes a default under the Ground Lease beyond all applicable notice and cure or grace periods described in the Ground Lease, in the event of any action or proceeding to enforce any rights or remedies of the Municipalities (or either of them) under the Development Agreement or any other agreements or instruments which could cut-off, foreclose, modify, terminate or extinguish the Ground Lease or We Energies' interest or estate thereunder, We Energies' leasehold estate and its other rights and privileges under the Ground Lease, including any renewals or extensions thereof which may be effected in accordance with any option therefor which is contained in the Ground Lease, shall not be terminated, diminished or interfered with and We Energies' possession, occupancy and use of the Leased Premises shall not be disturbed and the terms and conditions of the Ground Lease shall remain in full force and effect, provided however that the Leased Premises shall remain subject to any unsatisfied liens and security interests created under the Development Agreement, including but not limited to the Area I Special Assessment described in the Development Agreement.

3. The Municipalities and the Developer, and each of them, hereby acknowledge and agree that nothing set forth in this Agreement or in the Ground Lease shall create any covenant or undertaking by We Energies to perform any of the obligations of the Developer under the Development Agreement or to satisfy any liens or security interests arising thereunder. In addition, nothing in this Agreement is intended to, and nothing in this Agreement shall, amend or modify the terms of the Ground Lease.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument.

5. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (b) by delivering the notice in person to the intended addressee; or (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated address of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below:

To the Village:	Maureen Murphy, Village Administrator 8811 Campus Drive Mt. Pleasant, WI 53406
with a copy to:	Village Clerk 8811 Campus Drive Mt. Pleasant, WI 53406
To the County:	Jonathan Delagrave, County Executive 730 Wisconsin Avenue, 10 th Floor Racine, WI 53403
With a copy to:	Michael J. Lanzdorf, Corporation Counsel 730 Wisconsin Avenue Racine, WI 53403
To Developer:	FEWI Development Corporation Attn: Property Management 12001 Braun Road, Bldg. 210 Mt. Pleasant, WI 53177
with a copy to:	FEWI Development Corporation Attn: Legal Dept. 12001 Braun Road, Bldg. 210 Mt. Pleasant, WI 53177
To We Energies:	Wisconsin Electric Power Company 231 West Michigan Street Milwaukee, Wisconsin 53203 Attn: Joel Burow

Every party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of written notice in accordance with this Section 5.

6. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Wisconsin.

7. This Agreement shall run with the land as to the Leased Premises and shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

9. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, such shall not affect any of the other provisions of this Agreement and this Agreement shall be construed without such invalid, illegal or unenforceable provision.

[The remainder of this page is blank. The signature pages follow.]

RACINE COUNTY:

By: _____
Jonathan Delagrave, County Executive

By: _____
Thomas E. Roanhouse, County Board Chair

Countersigned:

By: _____
Wendy M. Christensen, County Clerk

Certified to be correct as to form this ___ day of _____, 2023.

By: _____
Michael J. Lanzdorf, Corporation Counsel

Reviewed by Finance Director:

By: _____
Gwen Zimmer, Finance Director

STATE OF WISCONSIN)
) SS
RACINE COUNTY)

Personally came before me this ___ day of _____, 20_____, the above-named Jonathan Delagrave, County Executive, Thomas E. Roanhouse, County Board Chair, and Wendy M. Christensen, the County Clerk, of Racine County, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

Print Name: _____

Notary Public, State of Wisconsin

My Commission expires: _____

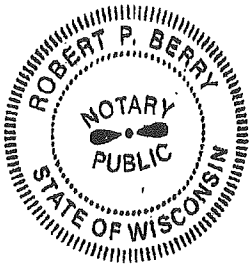
NONDISTURBANCE AGREEMENT SIGNATURE PAGE

FEWI DEVELOPMENT CORPORATION,
a Wisconsin corporation

By: [Signature]
Name: Adam Jen
Title: Director

STATE OF WISCONSIN)
) SS
RACINE COUNTY)

Personally came before me this 13 day of January, 2023, the above-named Adam Jen, known to me to be an authorized representative for FEWI Development Corporation, a Wisconsin corporation, and the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation.



[Signature]
Print Name: Robert P. Berry
Notary Public, State of Wisconsin
My Commission ~~expires~~ is permanent

WE ENERGIES:

**WISCONSIN ELECTRIC POWER
COMPANY**, a Wisconsin corporation dba "We
Energies"

By: _____
Name: Tonya M Peters
Title: Manager of Property Management

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE

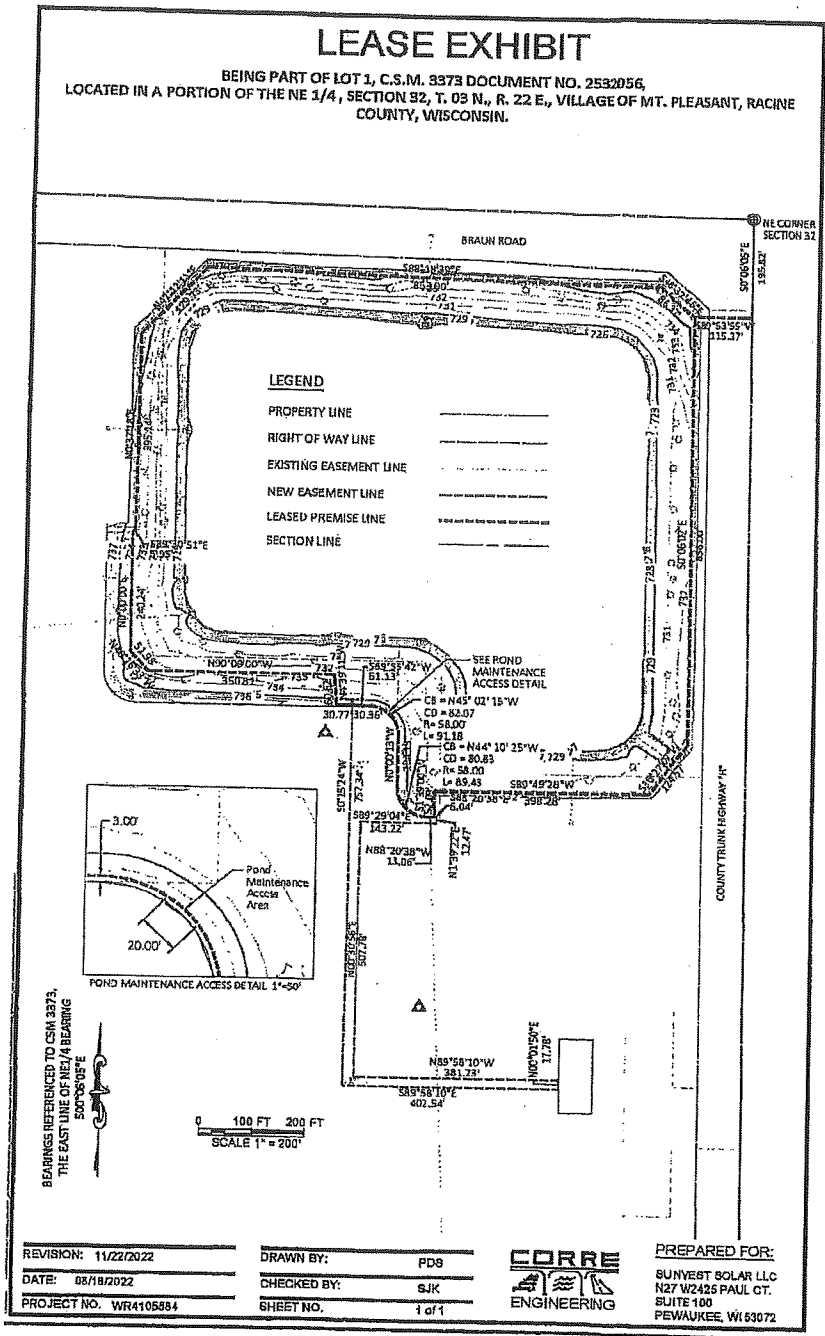
On JANUARY 18TH, 2023 before me, ROBERT J. BOKOWSKI JR.,
Notary Public, personally appeared TONYA M. PETERS, known to me to be the
MGR OF PROP. MGT. of Wisconsin Electric Power Company, a Wisconsin corporation doing
business as We Energies, who executed the foregoing instrument in his/her authorized capacity
and acknowledged the same on behalf of said corporation.



Robert J. Bokowski Jr.
Print Name: ROBERT J. BOKOWSKI JR.
Notary Public, State of Wisconsin
My Commission expires: 11-16-2024

NONDISTURBANCE AGREEMENT SIGNATURE PAGE

EXHIBIT A
LEGAL DESCRIPTION AND MAP OF LEASED PREMISES



Being part of Lot 1 of Certified Survey Map 3373, recorded as Document Number 2532056, located in the Northeast Quarter of Section 32, Township 3 North, Range 22 East, Village of MT. Pleasant, Racine County, Wisconsin.

Commencing at the Northeast Corner of said Section 32;

Thence South 00°06'05" East along the East line of the Northeast Quarter, 195.82 feet;

Thence South 89°53'55" West, 115.37 feet and the point of beginning;

Thence South 00°06'02" East, 856.00 feet;

Thence South 36°27'07" West, 124.57 feet;

Thence South 89°49'28" West, 398.28 feet;

Thence South 01°39'00" West, 52.09 feet;

Thence North 88°20'38" West, 13.06 feet;

Thence Northwesterly along the arc of a curve to the right 89.43 feet which chord bears North 44°10'25" West, 80.83 feet, and a radius of 58.00 feet;

Thence North 00°00'13" West, 104.13 feet;

Thence Northwesterly along the arc of a curve to the left 91.18 feet which chord bears North 45°02'15" West, 82.07 feet, and a radius of 58.00 feet;

Thence South 89°55'42" West, 61.13 feet;

Thence North 04°39'11" West, 60.62 feet;

Thence North 90°00'00" West, 350.81 feet;

Thence North 40°16'33" West, 51.98 feet;

Thence North 00°00'00" East, 240.24 feet;

Thence South 89°30'51" East, 5.55 feet;

Thence North 00°37'18" East, 395.14 feet;

Thence North 42°12'11" East, 179.73 feet;

Thence South 88°18'39" East, 853.00 feet;

Thence South 48°37'46" East, 86.37 feet to the point of beginning.

For reference only: said lands containing 955,629 Square Feet (21.94 Acres)

INTERCONNECTION, DISTRIBUTION
AND UTILITIES EASEMENT AGREEMENT

Document Number

WR NO. _____ IO NO. _____

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **FEWI DEVELOPMENT CORPORATION**, a Wisconsin corporation, hereinafter referred to as "Grantor", owner of land, hereby grants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a non-exclusive, temporary easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as the "Easement Area".

The Easement Area, as further described in Exhibit A, is a part of Lot 1 of Certified Survey Map No. 3373 as recorded in the Racine County Register of Deeds office on September 30, 2019, as Document No. 2532056, being part of the Northeast ¼, Southeast ¼, Southwest ¼ and Northwest ¼ of the Northeast ¼ and the Southeast ¼ of Section 31, and part of the Northeast ¼, Southeast ¼, Southwest ¼ and Northwest ¼ of the Northeast ¼, Southeast ¼, Southwest ¼ and Northwest ¼ of Section 32, and Certified Survey Maps 1450, 1611, 1637, 1638, 3222 and part of 2925, all in Township 3 North, Range 22 East. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.

RETURN TO:

We Energies
Property Rights & Information Group
231 W. Michigan Street, Room A252
Milwaukee, WI 53201-2046

151-03-22-32-013-010
(Parcel Identification Number)

The size and location of the Easement Area is as shown on the attached drawing, marked Exhibit A, and made a part of this document.

1. **Grant:** This easement agreement ("Agreement") grants Grantee a non-exclusive, temporary easement ("Easement") that is further subject to that certain Solar Ground Lease Agreement between Grantee (as Tenant) and Grantor (as Landlord) dated JANUARY 18TH, 2023 ("Lease Agreement"). The Easement permits Grantee, within the Easement Area and subject to the constraints and conditions stated in the Lease and this Agreement, to install, operate, maintain, repair, replace, extend and remove interconnection, distribution and utility facilities to be owned by Grantee and that are necessary for the operation of Grantee's electric power generating photovoltaic system adjoining the Easement Area, including conduit, wires and cables, electric pad-mounted transformers, electric pad-mounted vacuum fault interrupters, concrete slabs, power pedestals, riser equipment, terminals and markers, and appurtenant equipment as deemed necessary by Grantee and approved by Grantor, and including the customary replacement thereof, for the transmission and distribution of electric energy, signals, television and telecommunications services required for the operation of Grantee's electric power generating photovoltaic system adjoining the Easement Area and the connection of such system to a power substation owned by Grantor or one of its affiliates. Grantee acknowledges that there are existing facilities and improvements owned by Grantor that are located in certain portions of the Easement Area, including certain underground facilities that include, but are not limited to, manholes, ductbanks, piping, tubing, conduits, and utility facilities. Whenever possible, Grantee shall use Grantor's existing manholes, ductbanks, conduits, and other facilities to connect Grantee's electric power generating photovoltaic system to the power substation. Except in an emergency (in which event Grantee shall provide Grantor with reasonable notice), Grantee shall obtain Grantor's written approval prior to using, altering, repairing, replacing, or otherwise modifying any of Grantor's improvements or facilities. In addition, Grantee shall obtain Grantor's written approval prior to trimming or remove trees, bushes,

branches, and roots, which shall not be unreasonably withheld as long as such is necessary to avoid such unreasonably interfering with Grantee's use of the Easement Area.

2. **Access:** Grantee and its agents shall have the non-exclusive right to ingress and egress over and across the Easement Area and over and across Grantor's roadways adjacent to the Easement Area for the purpose of exercising Grantee's rights in the Easement Area provided under this Agreement; provided that such entry and use shall not unreasonably interfere with Grantor's, and Grantor's tenants' and affiliates', use and operations. Grantee, and its agents and contractors, shall only use roadways that Grantor has designated as open for travel, shall only park in locations designated by Grantor (Grantor will endeavor to designate parking locations that are in reasonable proximity to the Easement Area), and shall obey all traffic signs and markings. Grantee, and all of its agents and contractors, shall comply with all of Grantor's reasonable security and entry requirements, which Grantor may revise from time to time (Grantor shall promptly provide Tenant with written notice of all such revisions). At any time and without advance notice, Grantor may, in its sole and absolute discretion, restrict or deny access or use of any portion of Grantor's lands or roadways, other than the Easement Area; provided, however, that Grantee shall have access to the Easement Area at all times except during emergencies and/or planned shutdowns. For planned shutdowns, Grantor shall provide Grantee with written notice at least two (2) business days in advance.
3. **Buildings or Other Structures:** Grantor agrees that no future structures will be erected in the Easement Area without the advance written approval or Grantee, which approval shall not be unreasonably withheld or delayed.
4. **Elevation:** Grantor agrees that Grantor will not alter the elevation of the ground surface of the Easement Area, existing as of the date of the initial installation of Grantee's facilities, by more than four (4) inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored, at Grantee's sole cost and expense, Grantor's land, facilities, and improvements, as nearly as is reasonably possible, to the condition existing prior to any entry or use by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots that Grantor has approved for removal or trimming. If Grantee damages any of Grantor's facilities or improvements in the process of exercising its rights under this Agreement, without limiting any other rights or remedies of Grantor, Grantee shall promptly restore and repair those facilities and improvements, pursuant to terms and to a condition that are reasonably satisfactory to Grantor.

If Grantor damages any of Grantee's facilities or improvements on or about the Easement Area, without limiting any other rights or remedies of Grantee, Grantor shall promptly restore and repair those facilities and improvements, pursuant to terms and to a condition that are reasonably satisfactory to Grantee (or, alternatively at Grantee's election, Grantor shall reimburse Grantee for the reasonable costs incurred by Grantee in restore and repairing such facilities and improvements).
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use, until this Easement is abandoned or the Agreement is terminated.
7. **Amendment; Governing Law; Binding on Future Parties:** This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings arising in connection with this Agreement shall be tried and litigated in state or federal

courts located in the State of Wisconsin. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review:** Grantor acknowledges that Grantor has had at least five (5) days to review this easement document or voluntarily waives the five (5) day review period.
9. **Reserved Rights:** Grantor reserves the right of access and to cross and recross the Easement Area. Subject to Grantee's rights as set forth herein, Grantor reserves full rights of access and use of all of Grantor's facilities and improvements existing in the Easement Area, including, but not limited to, all manholes, ductbanks, piping, tubing, conduits, utilities, and other above and underground facilities.
10. **Termination:** This Agreement and all rights granted hereby shall automatically terminate on the same date of expiration or termination of the Lease Agreement. Grantor shall be permitted to submit, file and/or record any documentation necessary to memorialize the termination of this Agreement. In the event that it becomes necessary for Grantee to sign, submit and/or record any documentation to effectuate or provide public notice of termination of this Agreement and the rights granted hereby, Grantee shall promptly sign such documentation in form and substance reasonably requested by Grantor.
11. **Indemnification:** Grantee shall indemnify, defend and hold harmless Grantor, and Grantor's officers, agents, tenants, affiliates, contractors and employees, from and against any and all losses, injuries, damages, demands, costs, expenses, fines, penalties, lawsuits, claims and/or liabilities (including reasonable attorneys' fees) (including reasonable attorneys' fees), arising out of or resulting in connection with: 1) any intentional misconduct or negligence of Grantee or Grantee's agents, employees, invitees or contractors at or from the Easement Area; 2) any default or breach by Grantee of this Agreement; 3) any violation by Grantee of any laws, codes, ordinances or rules applicable to the Easement Area or Easement; and/or 4) Grantee's use of the Easement and Easement Area; provided, however, that Grantee shall have no duty to indemnify, defend and/or hold harmless Grantor to the extent that any such losses, injuries, damages, demands, costs, expenses, fines, penalties, lawsuits, claims and/or liabilities are caused by the negligence or willful misconduct of Grantor or its officers, agents, tenants, affiliates, contractors, employees or invitees.

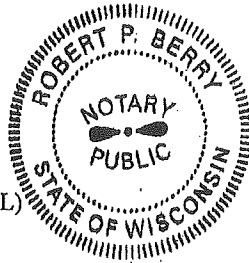
[Remainder of Page Intentionally Blank, Signature Pages Follow.]

Grantor:

**FEWI DEVELOPMENT CORPORATION, a
Wisconsin corporation**

By: [Signature]
(Print name and title): Adrian J. [Signature] Director

Acknowledged before me in McDonough County, State of Wisconsin, on January 13,
2023 by Adrian J. [Signature], the Authorized Representative,
and by N/A, the N/A
of FEWI DEVELOPMENT CORPORATION, a Wisconsin corporation.



(NOTARY STAMP/SEAL)

[Signature]
Notary Public Signature, State of Wisconsin

Robert P. Berry
Notary Public Name (Typed or Printed)

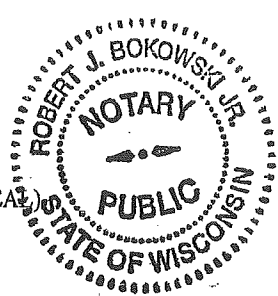
My commission ~~expires~~ is permanent

Grantee:

**WISCONSIN ELECTRIC POWER
COMPANY, a Wisconsin corporation**

By: Tan
(Print name and title): Manager of Property Management

Acknowledged before me in MILWAUKEE County, State of Wisconsin, on
JANUARY 10TH, 2023, by TONYA M. PETERS, the MANAGER of PROPERTY MGT.
and by N/A, the N/A
of WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation.



(NOTARY STAMP/SEAL)

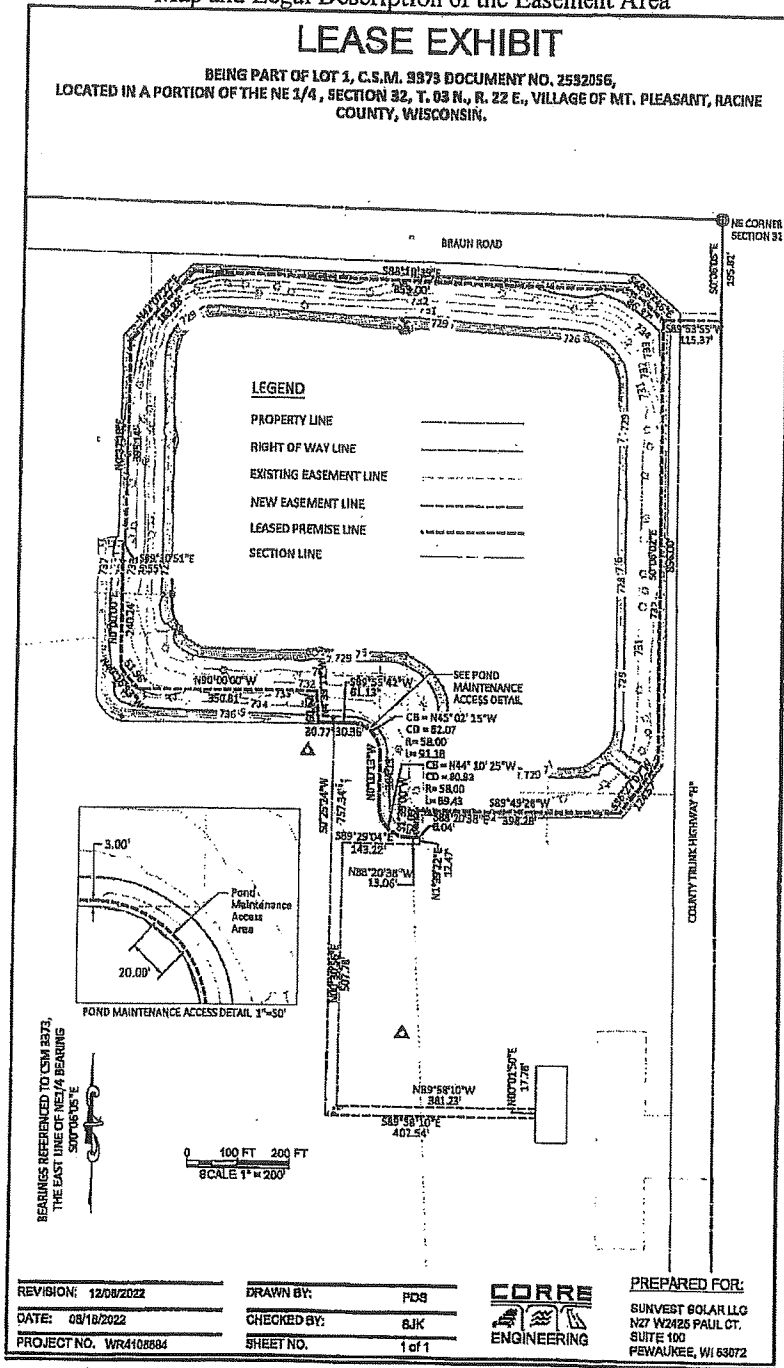
Robert J. Bokowski Jr.
Notary Public Signature, State of Wisconsin
ROBERT J. BOKOWSKI JR.
Notary Public Name (Typed or Printed)
My commission expires 11-16-2024

This instrument was drafted by Joe Puchner on behalf of Wisconsin Electric Power Company, PO
Box 2046, Milwaukee, Wisconsin 53201-2046.

Exhibit A
to
Interconnection, Distribution and Utilities Easement Agreement
Map and Legal Description of the Easement Area

LEASE EXHIBIT

BEING PART OF LOT 1, C.S.M. 9979 DOCUMENT NO. 2592056,
LOCATED IN A PORTION OF THE NE 1/4, SECTION 32, T. 03 N., R. 22 E., VILLAGE OF MT. PLEASANT, RACINE
COUNTY, WISCONSIN.



Being part of Lot 1 of Certified Survey Map 3373, recorded as Document Number 2532056, located in the Northeast Quarter of Section 32, Township 3 North, Range 22 East, Village of MT. Pleasant, Racine County, Wisconsin.

Commencing at the Northeast Corner of said Section 32;
Thence South $00^{\circ}06'05''$ East along the East line of the Northeast Quarter, 195.82 feet;
Thence South $89^{\circ}53'55''$ West, 115.37 feet;
Thence South $00^{\circ}06'02''$ East, 856.00 feet
Thence South $36^{\circ}27'07''$ West, 124.57 feet;
Thence South $89^{\circ}49'28''$ West, 398.28 feet;
Thence South $01^{\circ}39'00''$ West, 52.09 feet to the point of beginning;
Thence North $88^{\circ}20'38''$ West, 13.06 feet;
Thence Northwesterly along the arc of a curve to the right 89.43 feet which chord bears North $44^{\circ}10'25''$ West, 80.83 feet, and a radius of 58.00 feet;
Thence North $00^{\circ}00'13''$ West, 104.13 feet;
Thence Northwesterly along the arc of a curve to the left 91.18 feet which chord bears North $45^{\circ}02'15''$ West, 82.07 feet, and a radius of 58.00 feet;
Thence South $89^{\circ}55'42''$ West, 30.36 feet;
Thence South $00^{\circ}25'24''$ West, 757.34 feet;
Thence South $89^{\circ}58'10''$ East, 402.54 feet;
Thence North $00^{\circ}01'50''$ East, 17.78 feet;
Thence North $89^{\circ}58'10''$ West, 381.23 feet;
Thence North $00^{\circ}30'56''$ East, 507.78 feet;
Thence South $89^{\circ}29'04''$ East, 143.22 feet;
Thence North $01^{\circ}39'22''$ East, 12.47 feet;
Thence North $88^{\circ}20'38''$ West, 6.04 feet to the point of beginning.

For reference only: said lands containing 39,793 Square Feet (0.91 Acres)

EXHIBIT F
Project Legal Description

The Project is described as Lot 1 of Certified Survey Map No. 3373 as recorded in the Racine County Register of Deeds office on September 30, 2019, as Document No. 2532056, being that part of all the quarters of the Northeast 1/4 and Southeast 1/4 of Section 31 and all of the quarters of the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of Section 32, and Certified Survey Maps 1450, 1611, 1637, 1638, 3222 and part of 2925, all in Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin described as follows:

Commence at the Northwest corner of said Section 32; run thence S00°59'32"E 100.03 feet along the West line of said Section 32 to the southerly right-of-way of Braun Road and point of beginning of this description; thence S89°33'57"E 2675.25 feet, along the southerly right-of-way of Braun Road and parallel with the North line of said Section 32; thence S88°58'46"E 2154.42 feet, along the southerly right-of-way of Braun Road and parallel with the North line of said Section 32; thence S87°07'20"E 337.94 feet, along the southerly right-of-way of Braun Road; thence S48°54'23"E 111.86 feet, along the southerly right-of-way of Braun Road to the westerly right-of-way of C.T.H. "H" (Herzog Road); thence S00°06'05"E 2177.10 feet parallel with the East line of said Section 32 to a point on a curve to the right with a radius of 4916.00 feet and an arc length of 616.39 feet, with a long chord of S03°29'26"W 615.99 feet along the westerly right-of-way of C.T.H. "H" (Herzog Road); thence S07°04'57"W 569.39 feet along the westerly right-of-way of C.T.H. "H" (Herzog Road), to the northerly right-of-way of Prairie View Drive; thence N88°50'29"W 50.63 feet along the northerly right-of-way of Prairie View Drive; thence S05°59'31"W 56.92 feet along the northerly right-of-way of Prairie View Drive; thence S63°22'27"W 17.80 feet along the northerly right-of-way of Prairie View Drive; thence N82°27'53"W 250.55 feet along the northerly right-of-way of Prairie View Drive to a point on a curve to the left with a radius of 560.50 feet and an arc length of 69.38 feet, with a long chord of N86°27'17"W 69.33 feet along the northerly right-of-way of Prairie View Drive; thence S89°59'58"W 452.66 feet along the northerly right-of-way of Prairie View Drive to the westerly right-of-way of W. Prairie View Drive; thence S00°00'36"E 795.29 feet along the westerly right-of-way of W. Prairie View Drive to a point on a curve to the right with a radius of 33.50 feet and an arc length of 35.90 feet, with a long chord of S59°17'13"W 34.21 feet along the westerly right-of-way of W. Prairie View Drive; thence S89°59'26"W 26.51 feet along the westerly right-of-way of W. Prairie View Drive; thence S00°00'36"E 57.02 feet along the westerly right-of-way of W. Prairie View Drive to the southerly right-of-way of S. Prairie View Drive; thence N89°59'26"E 281.84 feet along the southerly right-of-way of S. Prairie View Drive to the east line of Parcel 3 of Certified Survey Map No. 2925, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 10, 2008 as Document No. 2187528 extended southerly to the southerly right-of-way of S. Prairie View Drive; thence N00°00'36"W 375.42 feet along the extended east line of Parcel 3 of Certified Survey Map No. 2925 to the north line of Parcel 3 of Certified Survey Map No. 2925; thence S89°59'26"W 159.92 feet along the north line of Parcel 3 of Certified Survey Map No. 2925 to the easterly right-of-way of W. Prairie View Drive; thence N00°00'36"W 344.34 feet along the easterly right-of-way of W. Prairie View Drive; thence N53°07'34"E 50.00 feet along the easterly right-of-way of W. Prairie View Drive to the southerly right-of-way of Prairie View Drive; thence N89°59'58"E 346.64 feet along the southerly right-of-way of Prairie View Drive to a point on a curve to the right with a radius of 440.50 feet and an arc length of 54.09 feet, with a long chord of S86°29'00"E 54.05 feet

along the southerly right-of-way of Prairie View Drive; thence $S82^{\circ}27'53''E$ 268.29 feet along the southerly right-of-way of Prairie View Drive; thence $S05^{\circ}59'31''W$ 29.53 feet along the southerly right-of-way of Prairie View Drive; thence $S88^{\circ}54'35''E$ 46.49 feet along the southerly right-of-way of Prairie View Drive to the westerly right-of-way of C.T.H. "H" (Herzog Road); thence $S07^{\circ}04'57''W$ 1346.44 feet along the westerly right-of-way of C.T.H. "H" (Herzog Road); thence $S49^{\circ}00'27''W$ 37.20 feet along the westerly right-of-way of C.T.H. "H" (Herzog Road) to the northerly right-of-way of C.T.H. "KR"; thence $N89^{\circ}04'04''W$ 2218.79 feet along the northerly right-of-way of C.T.H. "KR" and parallel with the South line of said Section 32; thence $N89^{\circ}15'18''W$ 2661.79 feet along the northerly right-of-way of C.T.H. "KR" and parallel with the South line of said Section 32; thence $N89^{\circ}15'24''W$ 2172.17 feet along the northerly right-of-way of C.T.H. "KR" and parallel with the South line of said Section 31 to the easterly line of Certified Survey Map No. 1716, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 12, 1994 as Document No. 1479411; thence $N24^{\circ}26'45''E$ 702.22 feet along the easterly line of said Certified Survey Map No. 1716 and said easterly line extended; thence $N55^{\circ}24'06''E$ 485.00 feet; thence $N01^{\circ}08'55''W$ 603.00 feet; thence $S89^{\circ}25'06''W$ 1158.04 feet to the North-South 1/4 line of said Section 31 ; thence $N00^{\circ}13'35''E$ 968.98 feet along the North-South 1/4 line of said Section 31 to the Northwest corner of the Southeast 1/4 of said Section 31; thence $N00^{\circ}36'06''W$ 2552.31 feet along the North-South 1/4 line of said Section 31 to the southerly right-of-way of Braun Road; thence $S89^{\circ}02'31''E$ 2629.24 feet along the southerly right-of-way of Braun Road and parallel with the North line of said Section 31 to the point of beginning.

Containing 37,523,333 sq. ft. or 861.417 acres.

EXHIBIT G Project Map

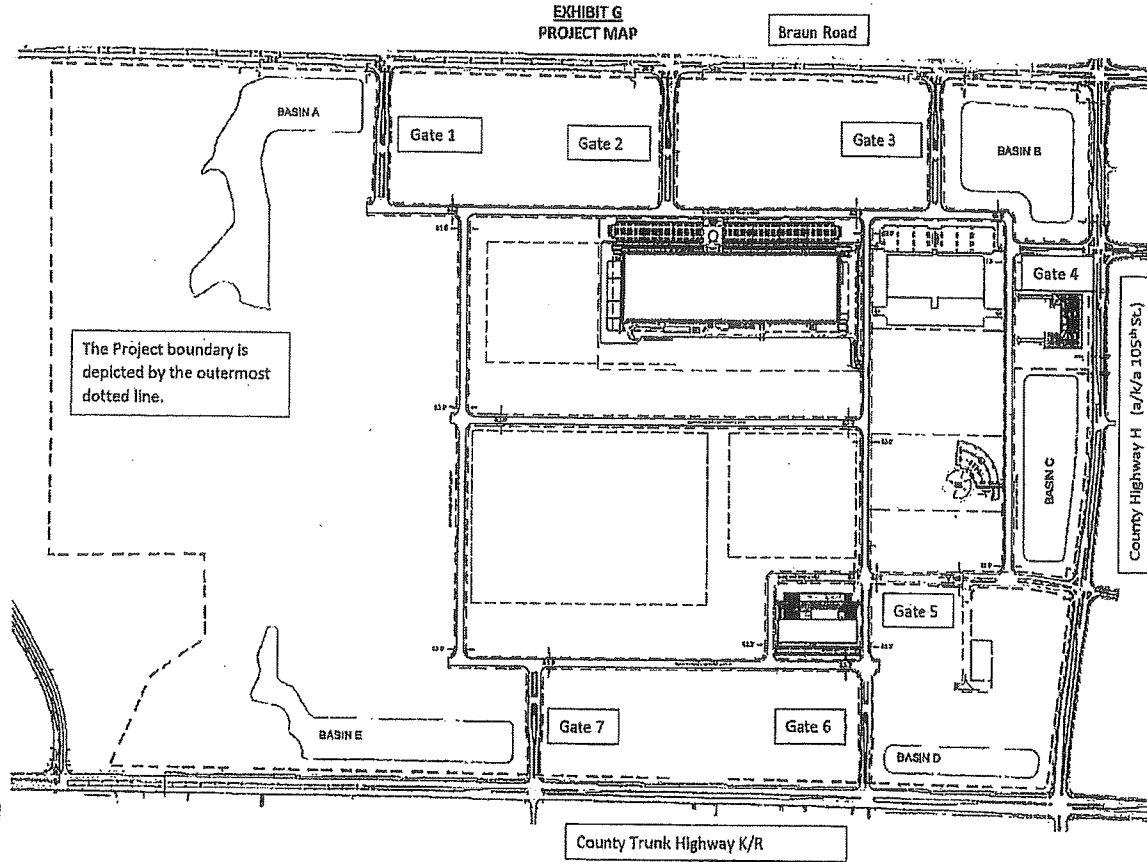


EXHIBIT H
Solar and Effects Easement

Tenant will have a right and easement to receive unobstructed access to sunlight, in form and substance as mutually agreed upon between the parties, subject to the following minimum building setback. On the lowest sun angle day of the year, the winter solstice 21st of December, the shadow cast by an obstruction will be 2.91 times the height of a structure at 10:00 a.m. For example, a 50-foot-tall building will cast a 146-foot shadow over the PV System in the morning. As a result, to maximize the output of the PV System for Landlord, any new obstruction will be required to have a setback three (3) times the distance as the obstruction is tall; measured from the outer edge of the PV System's nearest panels.

EXHIBIT I

Memorandum of Solar Ground Lease Agreement

This MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT (this "Memorandum") is made and entered into as of JANUARY 18TH, 2023, by FEWI Development Corporation, a corporation of the State of Wisconsin ("Landlord"), and Wisconsin Electric Power Company (d/b/a We Energies) ("Tenant"). Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party". Landlord and Tenant hereby acknowledge the following:

1. Lease. Landlord and Tenant have entered into a certain Solar Ground Lease Agreement ("Lease") dated JANUARY 18TH, 2023 (the "Lease Effective Date"), whereby Landlord leased certain real property (approximately 21.94 acres) located in the Village of Mount Pleasant, County of Racine, State of Wisconsin and which real property is described in Exhibit 1 attached hereto (the "Premises") for the construction and operation of a PV System (as defined in the Lease) as further stated in the Lease. The Premises is a portion of a larger parcel legally described in Exhibit 2 attached hereto (the "Project").
2. Term. Subject to earlier termination as provided in the Lease, the term ("Term") of the Lease expires at midnight on the calendar date that is twenty-five (25) years after the earlier of: (i) the date that is twelve (12) months following the Lease Effective Date; or (ii) the date upon which (1) the PV System is mechanically complete and operating, (2) electrical output is delivered through the PV System, and (3) the PV System is "placed in service" in accordance with applicable Laws (excluding electricity generated during commissioning and testing periods). The date on which the PV System shall have been "placed in service" is the date upon which all of the following have been achieved with respect to the PV System: (a) all required licenses and permits have been obtained, (b) all critical tests have been satisfactorily completed, (c) synchronization to the electric grid has occurred, and (d) electrical energy is being produced in commercially reasonable quantities for a period of no less than forty-eight (48) continuous hours.
3. Options. Tenant has the right to extend the Term of the Lease as set forth in the Lease for one (1) additional period of five (5) years. Tenant has no rights or options under the Lease to purchase or acquire legal title to the Premises or Project.
4. Incorporation of Lease. This Memorandum is for informational purposes only, and nothing contained herein shall be deemed to, in any way, modify or otherwise affect any of the terms and/or conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this Memorandum, the terms of the Lease shall control and prevail.
5. Reserved Rights. Landlord reserves to itself rights of access to the Premises as described in the Lease and all rights to the minerals and extractive resources.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed as of the date first stated in this Memorandum.

LANDLORD:

FEWI DEVELOPMENT CORPORATION

By: _____ *jerry hsiao* _____

Name: _____ Jerry Hsiao _____

Title: _____ Vice President _____

TENANT:

WISCONSIN ELECTRIC POWER COMPANY

By: _____

Name: _____

Title: _____

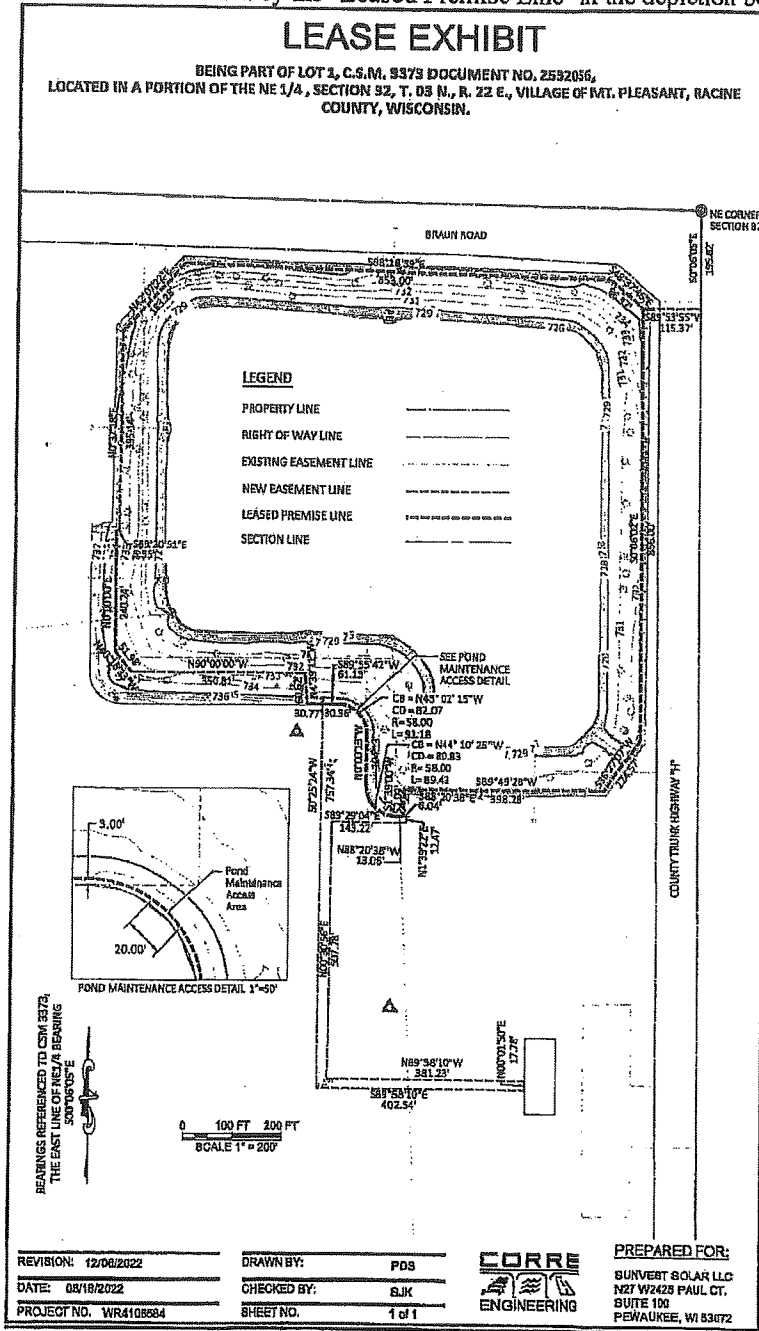
Exhibit 1

to

Memorandum of Ground Lease

Legal Description and Map of Premises

The Premises are the area bounded by the "Leased Premise Line" in the depiction below:



Being part of Lot 1 of Certified Survey Map 3373, recorded as Document Number 2532056, located in the Northeast Quarter of Section 32, Township 3 North, Range 22 East, Village of MT. Pleasant, Racine County, Wisconsin.

Commencing at the Northeast Corner of said Section 32;
Thence South 00°06'05" East along the East line of the Northeast Quarter, 195.82 feet;
Thence South 89°53'55" West, 115.37 feet and the point of beginning;
Thence South 00°06'02" East, 856.00 feet;
Thence South 36°27'07" West, 124.57 feet;
Thence South 89°49'28" West, 398.28 feet;
Thence South 01°39'00" West, 52.09 feet;
Thence North 88°20'38" West, 13.06 feet;
Thence Northwesterly along the arc of a curve to the right 89.43 feet which chord bears North 44°10'25" West, 80.83 feet, and a radius of 58.00 feet;
Thence North 00°00'13" West, 104.13 feet;
Thence Northwesterly along the arc of a curve to the left 91.18 feet which chord bears North 45°02'15" West, 82.07 feet, and a radius of 58.00 feet;
Thence South 89°55'42" West, 61.13 feet;
Thence North 04°39'11" West, 60.62 feet;
Thence North 90°00'00" West, 350.81 feet;
Thence North 40°16'33" West, 51.98 feet;
Thence North 00°00'00" East, 240.24 feet;
Thence South 89°30'51" East, 5.55 feet;
Thence North 00°37'18" East, 395.14 feet;
Thence North 42°07'22" East, 183.28 feet;
Thence South 88°18'39" East, 853.00 feet;
Thence South 48°37'46" East, 86.37 feet to the point of beginning.

For reference only: said lands containing 955,658 Square Feet (21.94 Acres)

Exhibit 2
to
Memorandum of Ground Lease

Legal Description of Project

The Project is described as Lot 1 of Certified Survey Map No. 3373 as recorded in the Racine County Register of Deeds office on September 30, 2019, as Document No. 2532056, being that part of all the quarters of the Northeast 1/4 and Southeast 1/4 of Section 31 and all of the quarters of the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of Section 32, and Certified Survey Maps 1450, 1611, 1637, 1638, 3222 and part of 2925, all in Township 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin described as follows:

Commence at the Northwest corner of said Section 32; run thence S00°59'32"E 100.03 feet along the West line of said Section 32 to the southerly right-of-way of Braun Road and point of beginning of this description; thence S89°33'57"E 2675.25 feet, along the southerly right-of-way of Braun Road and parallel with the North line of said Section 32; thence S88°58'46"E 2154.42 feet, along the southerly right-of-way of Braun Road and parallel with the North line of said Section 32; thence S87°07'20"E 337.94 feet, along the southerly right-of-way of Braun Road; thence S48°54'23"E 111.86 feet, along the southerly right-of-way of Braun Road to the westerly right-of-way of C.T.H. "H" (Herzog Road); thence S00°06'05"E 2177.10 feet parallel with the East line of said Section 32 to a point on a curve to the right with a radius of 4916.00 feet and an arc length of 616.39 feet, with a long chord of S03°29'26"W 615.99 feet along the westerly right-of-way of C.T.H. "H" (Herzog Road); thence S07°04'57"W 569.39 feet along the westerly right-of-way of C.T.H. "H" (Herzog Road), to the northerly right-of-way of Prairie View Drive; thence N88°50'29"W 50.63 feet along the northerly right-of-way of Prairie View Drive; thence S05°59'31"W 56.92 feet along the northerly right-of-way of Prairie View Drive; thence S63°22'27"W 17.80 feet along the northerly right-of-way of Prairie View Drive; thence N82°27'53"W 250.55 feet along the northerly right-of-way of Prairie View Drive to a point on a curve to the left with a radius of 560.50 feet and an arc length of 69.38 feet, with a long chord of N86°27'17"W 69.33 feet along the northerly right-of-way of Prairie View Drive; thence S89°59'58"W 452.66 feet along the northerly right-of-way of Prairie View Drive to the westerly right-of-way of W. Prairie View Drive; thence S00°00'36"E 795.29 feet along the westerly right-of-way of W. Prairie View Drive to a point on a curve to the right with a radius of 33.50 feet and an arc length of 35.90 feet, with a long chord of S59°17'13"W 34.21 feet along the westerly right-of-way of W. Prairie View Drive; thence S89°59'26"W 26.51 feet along the westerly right-of-way of W. Prairie View Drive; thence S00°00'36"E 57.02 feet along the westerly right-of-way of W. Prairie View Drive to the southerly right-of-way of S. Prairie View Drive; thence N89°59'26"E 281.84 feet along the southerly right-of-way of S. Prairie View Drive to the east line of Parcel 3 of Certified Survey Map No. 2925, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 10, 2008 as Document No. 2187528 extended southerly to the southerly right-of-way of S. Prairie View Drive; thence N00°00'36"W 375.42 feet along the extended east line of Parcel 3 of Certified Survey Map No. 2925 to the north line of Parcel 3 of Certified Survey Map No. 2925; thence S89°59'26"W 159.92 feet along the north line of Parcel 3 of Certified Survey Map No. 2925 to the easterly right-of-way of W. Prairie View Drive; thence N00°00'36"W 344.34 feet along the easterly right-of-way of W. Prairie View Drive; thence N53°07'34"E 50.00 feet along the easterly right-of-way of W. Prairie View Drive to the southerly right-of-way of Prairie View Drive; thence N89°59'58"E 346.64 feet

along the southerly right-of-way of Prairie View Drive to a point on a curve to the right with a radius of 440.50 feet and an arc length of 54.09 feet, with a long chord of S86°29'00"E 54.05 feet along the southerly right-of-way of Prairie View Drive; thence S82°27'53"E 268.29 feet along the southerly right-of-way of Prairie View Drive; thence S05°59'31"W 29.53 feet along the southerly right-of-way of Prairie View Drive; thence S88°54'35"E 46.49 feet along the southerly right-of-way of Prairie View Drive to the westerly right-of-way of C.T.H. "H" (Herzog Road); thence S07°04'57"W 1346.44 feet along the westerly right-of-way of C.T.H. "H" (Herzog Road); thence S49°00'27"W 37.20 feet along the westerly right-of-way of C.T.H. "H" (Herzog Road) to the northerly right-of-way of C.T.H. "KR"; thence N89°04'04"W 2218.79 feet along the northerly right-of-way of C.T.H. "KR" and parallel with the South line of said Section 32; thence N89°15'18"W 2661.79 feet along the northerly right-of-way of C.T.H. "KR" and parallel with the South line of said Section 32; thence N89°15'24"W 2172.17 feet along the northerly right-of-way of C.T.H. "KR" and parallel with the South line of said Section 31 to the easterly line of Certified Survey Map No. 1716, recorded in the office of the Register of Deeds for Racine County, Wisconsin on September 12, 1994 as Document No. 1479411; thence N24°26'45"E 702.22 feet along the easterly line of said Certified Survey Map No. 1716 and said easterly line extended; thence N55°24'06"E 485.00 feet; thence N01°08'55"W 603.00 feet; thence S89°25'06"W 1158.04 feet to the North-South 1/4 line of said Section 31 ; thence N00°13'35"E 968.98 feet along the North-South 1/4 line of said Section 31 to the Northwest corner of the Southeast 1/4 of said Section 31; thence N00°36'06"W 2552.31 feet along the North-South 1/4 line of said Section 31 to the southerly right-of-way of Braun Road; thence S89°02'31"E 2629.24 feet along the southerly right-of-way of Braun Road and parallel with the North line of said Section 31 to the point of beginning.

Containing 37,523,333 sq. ft. or 861.417 acres.