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EASEMENT

This Easement Agreement is entered into this ____ day of ____, 20__ between CITY/VILLAGE OF _____, ILLINOIS, hereinafter referred to as the Grantor, and the Illinois Municipal Electric Agency, a municipal corporation and unit of local government, hereinafter referred to as the Grantee.

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land described as follows and hereafter referred to as the Parcel:

[Insert legal description of site as indicated in Paragraph 3 of the Siting Agreement.....]

B. The Parcel is presently a/an _____.

C. The Grantee is a municipal power agency created under and empowered by the Illinois Joint Municipal Electric Power Act.

D. The Grantor is an Illinois municipality that owns and operates its own municipal electric distribution system and utility, and it is a Member-owner of the Grantee. The Grantor wishes to host a solar electric generation facility on the Parcel to be interconnected with the Grantor's distribution system and to provide the electricity therefrom to serve the citizens and businesses of the Grantor.

E. The Grantee wishes to obtain an easement from the Grantor for the purpose of constructing, operating, and maintaining a solar electric generation facility, which will consist of photovoltaic panels, inverters and related equipment, hereinafter referred to as the Facilities, on the Parcel.

F. For the purposes stated above, the Grantor is willing to grant to the Grantee an easement upon, over, under and across and access to that part of the Parcel depicted in Exhibit "A" attached hereto and hereafter referred to as the Easement Parcel:

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **GRANT OF EASEMENT.** The Grantor hereby grant to the Grantee, its successors, assigns, lessees, and/or licensees the perpetual right, privilege, easement and authority, subject to the reversion clause set forth herein, to construct, operate, maintain, repair, replace and remove the Facilities, including but not limited to the necessary support structures, photovoltaic panels, inverters, meters, wires, security fencing, communications equipment and any and all other equipment reasonably necessary or convenient for the safe and proper operation and functioning of a solar generation facility, upon, over, under and across the Easement Parcel to form a part of the electric power system to be owned and operated by the Grantee, its successors, assigns, lessees, and/or licensees, together with the right of ingress, egress and access to and from the Easement Parcel in the exercise of the rights granted herein. Hereinafter, the term Grantee shall include Grantee, itself, and/or its successors, assigns, lessees, and licensees

2. **EASEMENT PERPETUAL.** The easement granted hereby shall be a perpetual easement, subject to the reversion clause set forth herein, for ingress and egress upon, over, under, across and for access to and from the Easement Parcel and the Facilities located on the Easement Parcel.

3. **WARRANTIES OF TITLE.** The Grantor warrants that it has good and indefeasible fee simple title to the Easement Parcel, subject only to covenants, easements and restrictions of record.

4. **RIGHT TO CONTROL GROWTH OF TREES, BUSHES AND WEEDS.** The Grantee shall have the right at all times, present and future, to cut, trim, or otherwise control the growth of any and all trees, bushes and weeds growing upon, over or adjacent to the Easement Parcel as may be necessary in the opinion of the Grantee for the installation, construction, operation, maintenance, repair, replacement, reconstruction and ultimately the removal of the Facilities.

5. **LAND USE RESTRICTIONS.** Grantor expressly reserves unto itself the use of the Easement Parcel for its electric utility purposes except to the extent such would interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee. Grantor agrees not to erect any building or structure or create or permit any hazard or obstruction of any kind or character upon said Easement Parcel which may interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee without written consent from the Grantee.

6. **DAMAGE TO PROPERTY.** Any and all damage to the Easement Parcel resulting from the Grantee's construction, operation, maintenance, repair, replacement and/or removal of the Facilities shall be repaired, replaced or reimbursed by the Grantee.

10. **GENERATION SITING AND OPERATING AGREEMENT.** Grantor and Grantee have executed a Generation Siting and Operating Agreement which governs their respective rights

and responsibilities with respect to the Facilities.

11. REVERSION. The easement granted herein is subject to the express condition that when the Easement Parcel ceases to be used by the Grantee as the site of a solar generation facility, or if it shall be abandoned by the Grantee prior to such event, the perpetual right, privilege, easement and authority granted herein shall be forfeit, the easement shall be automatically released and all rights with respect to the Easement Parcel shall revert to the Grantor. Likewise, the easement shall terminate in all respects if the Grantor acquires ownership of the solar generation facility on the Easement Parcel.

12. SUCCESSORS AND ASSIGNS. This Easement Agreement shall be binding upon the successors, assigns, lessees and licensees of each party.

IN WITNESS WHEREOF the duly authorized representative of the Grantor has hereto set his or her hand and the duly authorized representative of the Grantee has set his hand as of the date above.

CITY/VILLAGE OF _____, ILLINOIS

Grantor

ATTEST:

Accepted:

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

This Instrument Prepared By and return original document to:

Troy A. Fodor
Vice President & General Counsel
ILLINOIS MUNICIPAL ELECTRIC AGENCY
3400 Conifer Drive
Springfield, Illinois 62711

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, who is personally known to me to be the _____ of the CITY/VILLAGE OF _____, ILLINOIS, a municipal corporation and unit of local government, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as such officer of said municipal corporation, pursuant to authority given by the Board of Directors of said municipal corporation, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

_____ (Seal)
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that KEVIN M. GADEN, who is personally known to me to be the PRESIDENT & CEO of the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal corporation and unit of local government, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as such officer of said municipal corporation, pursuant to authority given by the Board of Directors of said municipal corporation, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

_____ (Seal)
Notary Public

EXHIBIT A
EASEMENT PARCEL