# Angie Waters Register of Deeds St. Clair County, Michigan

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STATE OF MICHIG IN THE CIRCUIT COURT FOR THE C

Liber 5771 Page 163 ST, CLAIR

PORTSIDE SOLAR, LLC, a Delaware limited liability company,

Plaintiff/Appellant,

Case No. 24-000048-AA

Judge Michael West

VS

FORT GRATIOT TOWNSHIP, a Michigan Township, FORT GRATIOT TOWNSHIP PLANNING COMMISSION.

Defendants/Appellees.

Michael R. Vogt (P74168)
John A. Weiss (P83530)
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## **CONSENT JUDGMENT**

At a session of said Court held in County of St. Clair, State of Michigan, on 1/1, 2024;

PRESENT: HONORABLE MICHAEL WEST

Circuit Court Judge

Upon the stipulation and consent of the Parties hereto by and through their respective attorneys, the Court finds:

A. Portside Solar, LLC is a Delaware limited liability company ("Portside" or "Appellant") with an interest in certain property pursuant to written easements and purchase agreements for 17 parcels comprising approximately 881 acres of real property located in Fort Gratiot Township, County of St. Clair, State of Michigan (the "Portside Property") more specifically described in the attached Exhibit A, which is incorporated into this Consent Judgment.

- B. Fort Gratiot Township is a Michigan municipality located in St. Clair County as established by the laws of the State of Michigan ("Township" or "Appellee").
- C. The Township has adopted a zoning ordinance ("Zoning Ordinance") which has been amended from time to time. Pursuant to the Zoning Ordinance, the Portside Property is zoned Agricultural ("AG District").
- D. Pursuant to the Zoning Ordinance in effect as of the date of LSES Application as defined in this Consent Judgment, a Large Solar Energy System ("LSES") is permitted in the AG District on the Portside Property subject to approval of a special land use permit ("SLU").
- E. Pursuant to the Zoning Ordinance in effect as of the date of the LSES Application as defined in this Consent Judgment, Portside submitted to the Township on September 11, 2023 a SLU application which included, *inter alia*, a site plan ("Site Plan") dated August 17, 2023 for a LSES to be located, developed and used on the Portside Property numbered by the Township as 2023-003 (collectively "LSES Application").
- F. On or about November 8, 2023, the Township by and through its Planning Commission denied approval of the Site Plan and SLU for the LSES Application based on its findings and determination contained in the Planning Commission minutes dated November 8, 2023 ("LSES Denial").

- G. On or about January 9, 2024, Portside timely filed a complaint and claim of appeal of the LSES Denial with this Court ("Portside Appeal").
- H. Portside and the Township after significant deliberation, now desire to settle and resolve the Portside Appeal in a manner that permits the development, construction, maintenance, repair, improvement, use and operation of the Portside LSES in accordance with the terms and conditions of this Consent Judgment as a settlement of the claims and defenses which were or could have been raised in the Portside Appeal, and to avoid further costs and expenses and the uncertainty of litigating the Portside Appeal and without any admission of liability and/or fault and/or wrongdoing by either party.
- I. Pursuant to the deliberations and settlement discussions between Portside and the Township, Portside has amended the Site Plan which amended Site Plan is dated June 27, 2024, marked Exhibit B, and incorporated into and made a part of this Consent Judgment ("Amended Site Plan"). For clarity, the Amended Site Plan was prepared by Craig Kantola, PE of Atwell, LLC and contains a total of seventeen (17) pages.
- J. The LSES may ultimately be owned and operated by another third party, but nothing in this Consent Judgment shall require such third party ownership or operation.
- K. The Parties agree that the terms of this Consent Judgment are contractual promises made by each of them and binding on the Parties and their heirs, grantees, successors and assigns.

NOW THEREFORE, this Consent Judgment is presented to the Court pursuant to the stipulation and consent of the Parties, and the above findings which are incorporated into the Consent Judgment and the Court having determined that the Consent Judgment is reasonable and just, and the Court being otherwise fully advised in the premises:

# IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Zoning and Vested Rights. Notwithstanding anything in the Zoning Ordinance to the contrary, the LSES on the Portside Property (described in this Consent Judgment as the "Portside LSES") (a) as authorized by this Consent Judgment, (b) as depicted and described in the Amended Site Plan, and (c) as may be reasonably inferred as necessary for the development, construction, maintenance, repair, improvement, and continued use/operation of the Portside LSES as permitted and approved by this Consent Judgment, including, but not limited to, the Portside LSES layout, dimensions, grading, designs, landscaping, foundations, screening, footings, piles, setbacks, interior driveways, and access routes, driveways to public right of ways, solar arrays, storm water systems, solar panels, poles, structures, inverters, cabling, collection lines, transmission lines, fencing, maintenance building, parking for the maintenance building, and such other improvements and structures approved hereby and to be constructed pursuant to the LSES Application, Amended Site Plan, and as approved by other governmental agencies and authorities having jurisdiction, shall at all times until decommissioned be deemed to be in lawful conformance with the Zoning Ordinance as now exists and as may be amended, modified, supplemented, and/or replaced. Portside shall be deemed to have fully vested rights to develop, construct, maintain, replace, repair, improve, change Portside LSES materials/components and use the Portside Property for the Portside LSES subject to compliance with lawful and applicable State of Michigan Building Codes as lawfully administered and with this Consent Judgment.

This Consent Judgment is also deemed to constitute (a) Special Land Use Permit approval ("SLU Approval") required under the Zoning Ordinance, and (b) Site Plan Approval required under the Zoning Ordinance. Such vested rights shall, except as specifically provided for in this Consent Judgment, not be subject to any inconsistent and/or conflicting and/or contrary Township

ordinance, including the Zoning Ordinance, or any inconsistent and/or conflicting and/or contrary resolution, rule, code or action as now exists and/or as may be amended, modified, supplemented, and/or revoked, including any time limitation set forth in the Zoning Ordinance or under any other Township resolution, regulation, ordinance, action, or code whether now existing or hereafter arising, and shall not be subject to the time limitations and expiration time periods contained in the Zoning Ordinance. In the event any part of and/or all of the Portside LSES is destroyed or damaged, Portside shall have the right to repair, improve, maintain, replace, rebuild and use the LSES as authorized and permitted by this Consent Judgment when such repair, improvement, replacement, maintenance, rebuilding and use of the Portside LSES complies with this Consent Judgment. The Portside LSES on the Portside Property as permitted by this Consent Judgment shall at all times until decommissioned be deemed lawful and permitted in accordance with this Consent Judgment, and shall not be subject to additional Township imposed conditions, duties, and requirements, notwithstanding any Township code, ordinance, regulation, resolution or action including a moratorium of any type and kind as now may exist or which hereinafter may be amended, promulgated, adopted and/or approved from time to time. The construction, maintenance, repair, replacement, improvement of and use of the Portside LSES shall at all times comply with lawful and applicable State of Michigan Building Codes and applicable State of Michigan Fire Codes, as lawfully administered and with this Consent Judgment.

2. Special Land Use Approval. Notwithstanding anything to the contrary contained in the Zoning Ordinance, by entry of this Consent Judgment, the Township shall be deemed to have determined that the Portside LSES complies with all applicable requirements of the Zoning Ordinance, and deemed to have granted Portside a SLU Approval as provided for in this Consent Judgment.

- 3. Site Plan Approval. Notwithstanding anything to the contrary contained in the Zoning Ordinance, by entry of this Consent Judgment, the Township shall be deemed to have determined that the Amended Site Plan complies with all applicable requirements of the Zoning Ordinance including, but not limited to, the requirements of Sections 38-46 and 38-639 (Ordinance No. 226, effective February 8, 2023) of the Zoning Ordinance in effect as of the date of the LSES Application, and deemed to have granted Portside Site Plan Approval as provided for in this Consent Judgment.
- 4. Public Act 116 Deferment Agreement. The Township shall approve and authorize the Township Clerk to execute any Public Act 116 Solar Panel Application for any land in the LSES Application to the State of Michigan and/or any agency/department of the State of Michigan within thirty (30) days of the Township's receipt of the Public Act 116 Solar Panel Application provided Portside provides all documents and materials required by state law for such approvals.
- 5. <u>Township Approvals.</u> Upon entry of this Consent Judgment, the Site Plan Approval and SLU Approval necessary to develop, construct, operate, and maintain the Portside LSES on the Portside Property shall be deemed granted, as amended by the terms and conditions of this Consent Judgment.
- 6. Review and Approval of Permits. The Township shall issue and/or cause to be issued zoning permits/certificates and building/construction permits as required by applicable building codes and applicable State of Michigan fire codes within the authority of the Township and other necessary permits within the authority of the Township including, but not limited to, the Zoning Compliance Permit as required by Section 38-42 of the Zoning Ordinance ("Permits") to enable Portside to construct the Portside LSES as shown in the Amended Site Plan. Upon receipt of all required Permits from the Township Zoning Administrator, Portside shall make application

to the Construction Code Official who serves as the Township Building Official for any other applicable Permits by (1) submitting any required application form, (2) paying all required and lawful permit fees, and (3) submitting required construction plans and specifications which conform to applicable building codes and fire codes and the Amended Site Plan for the issuance of such Permits. Issuance of any required Permits by the Township Zoning Administrator shall not unreasonably be delayed, conditioned, or withheld. Construction inspections and approvals of the Portside LSES shall be governed by the lawful practices and procedures of the Construction Code Official. Portside shall make application to and comply with all lawful requirements of the Construction Code Official. Upon completion of construction of the Portside LSES, Portside shall apply to the Construction Code Official for Certificates of Occupancy ("C of O") in accordance with all lawful requirements.

Other than applying for and obtaining Permits as defined and provided for above in this Consent Judgment, no other Township approvals shall be required for Portside to develop, construct, use and occupy the Portside LSES.

- 7. Extension of Permits. The Township acknowledges that despite Portside's good faith efforts, construction work may not commence within 18 months of entry of this Consent Judgment and, pursuant to Section 38-490 of the Zoning Ordinance, finds good cause and grants Portside four six-month extensions such that the SLU Approval and Site Plan Approval granted herein shall be effective for 42 months from the Court's entry of this Consent Judgment.
- 8. Minor Changes to Amended Site Plan. It is agreed that the following changes to the Amended Site Plan are deemed to be minor changes ("Minor Changes") and do not require further Township review and approval subject to a requirement that such changes are not inconsistent with this Consent Judgment and that all such minor changes be provided for and

shown in a revised site plan to be provided to the Township. Said Minor Changes are deemed to include the relocation, increase and/or reduction in the number of structures, including, but not limited to solar arrays, inverters, access drives, foundations, transformers and underground collection lines within the fence line of the LSES and ancillary work related to the same, as shown on the Amended Site Plan, provided that any such changes shall not decrease setbacks or increase the footprint of the Portside LSES. Further, Portside shall not add any battery energy storage operations to the Portside LSES on the Portside Property without first receiving Township approval.

- 9. <u>Decommissioning Agreement</u>. Prior to issuance of Permits as defined in this Consent Judgment, Portside and the Township shall execute a decommissioning agreement ("Decommissioning Agreement") in the form and substance attached as Exhibit C. The Decommissioning Agreement shall be binding on both the Township and Portside and their respective grantees, successors, assigns, vendees and trustees and shall run with the land. The Decommissioning Agreement shall be recorded by Portside with the St. Clair Register of Deeds after said agreement is executed by the Township and Portside.
- 10. Additional Requirements for Development, Construction and Use of the Portside LSES. In the development, construction and use of the Portside LSES, Portside shall comply with the following requirements:
- a. Landscape screening shall be provided and maintained as depicted in the Amended Site Plan including installation of a vegetative mix of native species including, without limitation, deciduous trees. The vegetative buffer shall be continuously maintained and Portside shall replace all dead material with the same or reasonably similar species as soon as commercially practicable (weather and season permitting) after receiving written notice from the Township of dead

vegetation. Portside will use good faith efforts to plant the vegetative buffering as soon as commercially practicable.

- b. Seven hundred (700)-foot setbacks shall be provided from inverters to all non-participating residential structures as shown in the Amended Site Plan.
- c. At least 30 days prior to commencing construction, Portside shall fund an escrow account in the amount of \$50,000 for use by the Township in enforcing, as necessary, the 45dBa maximum sound limit set forth in Section 38-639(12) of the Zoning Ordinance. These funds may be used, as necessary, for professional fees related to sound monitoring/acoustical studies and/or legal expenses related to enforcement. If the Township establishes through reliable evidence (i.e., evidence consistent with professional best practices in sound measurement and analysis) that an inverter exceeds the 45dBA (Leq (1 hour)) limit at the property line of an adjoining non-participating lot, Portside will diligently address the issue as soon as is commercially practicable to bring the inverter back into compliance and, if necessary, construct permanent sound walls around any such noncompliant inverter within two months of receiving all necessary construction approvals. The Township agrees that any sound wall would constitute a Minor Change under this Consent Judgment and further agrees to act in good faith to support any additional necessary approvals.
- d. Portside shall provide a water-testing plan to the Township prior to the full mobilization for construction that requires testing of water runoff from panels and provides the results to the Township upon request. The water-testing plan will include an initial analysis within six months after completion of construction, and then subsequent analysis every two years until the Portside LSES is decommissioned. The number of samples and testing methodology will be completed in accordance with best management practices for this type of work.

- e. Portside shall only use solar panels that are not manufactured with cadmium telluride as a panel component.
- f. Portside shall (a) use commercially reasonable efforts to prioritize the recycling of panels during panel replacement events and decommissioning; and (b) dispose of panels at a recycling center or landfill located outside of St. Clair County.
- g. Portside shall remove panels that are physically damaged beyond repair as soon as commercially practicable after identifying the damaged panel(s), subject to reasonable extensions of time for delays caused by reasons outside of Portside's reasonable control.
- h. Portside shall initially respond within ten (10) business days to complaints from residential property owners arising from the operation of the Portside LSES ("Residential Claims"). Any resolution shall include lawful and reasonable solutions consistent with this Consent Judgment and any applicable laws. The Owner and/or operator of the Portside LSES or its assigns reserve the right to adjudicate any claims including Residential Claims in this Court as provided by applicable law. Portside will provide the Township with contact information for an individual responsible for addressing Residential Claims.
- i. Portside shall commission a roadway survey of the transportation routes to be used during the construction process (the "Road Survey") and provide a copy of the Road Survey to the Township and/or the St. Clair County Road Commission. Following the completion of construction, and as reasonably necessary to restore the roads to a substantially similar condition as reflected in the Road Survey and by such process as is further set forth in any permit issued by and/or agreement with the St. Clair County Road Commission, Portside shall be responsible for the reasonable costs of necessary repairs made by the St. Clair County Road Commission to public roads in the Township caused by verified damage directly arising from the construction of the

Portside LSES. Portside shall abide by all lawful St. Clair County Road Commission requirements regarding Portside's use, maintenance and/or repair of public roads located in the Township. A copy of any permits issued by and/or agreements entered into with the St. Clair County Road Commission related to the Portside LSES shall be provided to the Township.

- j. Prior to commencement of construction, Portside and the Township shall execute a Host Community Agreement with the Township consistent with the requirements of Michigan Public Act 233 of 2023 and in the form and substance attached as Exhibit D.
- k. Portside shall install perimeter fencing with a height of 7' in compliance with National Electric Safety Code requirements.
- Portside will ensure solar panel components will not exceed a maximum height of
   feet above ground when the arrays are at full tilt.
- m. Portside will ensure that all physical construction activities will occur between the hours of 7:00 a.m. until 7:00 p.m.
- n. Portside shall coordinate with emergency services departments serving the Portside Property to provide information and materials related to the Portside LSES, and shall coordinate education and training for the emergency services departments serving the Portside Property.
- 11. <u>Binding Effect.</u> This Consent Judgment is deemed to have been mutually drafted by the parties and is binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, grantees, trustees, departments, commissions, employees, successors in interest and/or assigns without limiting the generality thereto.
- 12. <u>Recordation.</u> This Consent Judgment shall be recorded by Portside in the office of the St. Clair County Register of Deeds and shall be deemed a covenant running with the land. A true copy of the recorded Consent Judgment shall be provided by Portside to the Township.

Portside is authorized by the respective owners of the Portside Property (Exhibit A) to record this Consent Judgment and encumber all lands included in the Portside Property (Exhibit A) with the terms and conditions set forth in this Consent Judgment.

13. Assignment. Portside shall have the right to assign its rights and obligations pursuant to this Consent Judgment, Decommissioning Agreement, and Host Community Agreement, subject to the assignce's (1) unambiguous acknowledgement and written consent to assume all of Portside's obligations under this Consent Judgment, Decommissioning Agreement, and Host Community Agreement (2) assignee's unambiguous acknowledgement and written consent to be bound by all of the terms of the Consent Judgment, Decommissioning Agreement, and Host Community Agreement, and (3) upon the assignee's providing of an equivalent replacement security as provided by the Decommissioning Agreement. Written notice of assignment shall be provided to the Township within 30 days, such notice to be delivered to the Township by certified mail and shall include a copy of the assignment which assignment shall include the Assignee's consents as required by this paragraph and the replacement security in compliance with the Decommissioning Agreement ("Assignment Documents"). Upon delivery of the notice of assignment along with the Assignment Documents in the form required by this paragraph, Portside shall be automatically released and fully discharged from any and all of its obligations, covenants and duties under and pursuant to this Consent Judgment and under and pursuant to the Decommissioning Agreement, and under and pursuant to the Host Community Agreement, and the assignee shall be subject to the requirements of this Consent Judgment and shall assume all of Portside's duties, covenants and obligations hereunder and under the Decommissioning Agreement and under the Host Community Agreement.

14. Continuing Jurisdiction. This Court retains continuing jurisdiction to assure compliance with the terms of this Consent Judgment, to accomplish issuance of all necessary approvals and permits which may reasonably be required for the development and construction, maintenance, repair, improvement, use and occupancy of the Portside LSES as set forth in the Amended Site Plan as approved in the manner provided by this Consent Judgment, and as otherwise provided by applicable law. At least 14 days prior to any party filing a motion or otherwise commencing a proceeding to enforce or interpret this Consent Judgment, the party seeking to enforce or interpret the Consent Judgment shall provide written notice to the other party describing in reasonable detail the alleged violation or issue to be adjudicate by the Court. In the event of a proceeding to enforce the Consent Judgment, the prevailing party may seek and is entitled to recover costs and reasonable attorney fees in addition to other applicable relief including injunctive relief and specific performance as necessary to enforce the terms of this Judgment. It is agreed that any breach of this Consent Judgment shall in addition to such remedies, entitle the nonbreaching party to seek and obtain specific performance and injunctive relief as necessary to enforce the terms of this Consent Judgment and the Amended Site Plan approved as part of this Consent Judgment as it is acknowledged by the Township and Portside that any such breach shall cause irreparable harm to the non-breaching Party.

15. Mutual Release from Liability. Portside for itself and its respective officers, owners, members, partners, shareholders, directors, trustees and employees, independent contractors, attorneys, consultants, successors and assigns, and the Township for itself, its employees, elected officials, boards, commissions, independent contractors, trustees, employees, consultants and attorneys, mutually release and forever discharge each other of and from any and all claims, demands, actions, causes of action, suits, debts, judgments, attorney fees, under any

federal, state or other statutes, regulations, executions, damages and rights of whatever nature in law, equity or otherwise, which now exist or which may subsequently accrue by reason of any acts, event or facts arising out of or related to this Consent Judgment, the Portside LSES, or the LSES Application existing as of the date of the Consent Judgment, whether known or unknown on that date ("Mutually Released Claims"). Notwithstanding anything to the contrary in this Consent Judgment, the Mutually Released Claims shall not bar claims and actions that may accrue after the date of this Consent Judgment which are wholly unrelated to the Mutually Released Claims or wholly unrelated to any of the terms and conditions of this Consent Judgment. It is the intent of the parties that all disputes relating to compliance with the terms and conditions of the Consent Judgment will be resolved in the St. Clair County Circuit Court pursuant to the terms of Section 14 of this Consent Judgment.

- 16. <u>Amendment of Terms.</u> The terms of this Consent Judgment may not be amended except by stipulation of the parties entered with the Court.
- 17. Authority and Full Understanding. The parties to this Appeal represent to this Court that they have fully read the Consent Judgment, have discussed it with their respective legal counsel and fully understand the terms and conditions thereof. Each person signing the Consent Judgment on behalf of any party, hereby represents and warrants that he/she is a duly authorized representative and agent of the respective party, and she/he has full authority to bind said party to the covenants, terms, conditions, warranties, representations and obligations of this Consent Judgment.
- 18. <u>Future Use.</u> The terms of this Consent Judgment shall not be deemed to prevent Portside and/or its successors, grantees, transferees, and assigns from seeking future Township approval, as necessary, to develop, redevelop, construct and/or occupy the Portside Property for

such other uses, and buildings as are permitted and authorized in accordance with applicable law including, but not limited to the Zoning Ordinance.

- 19. Clerical Errors. Any clerical errors or mistakes in document or exhibit descriptions contained in this Consent Judgment, may be corrected by the parties and all parties agree to cooperate in making such corrections in order to effectuate the intent and purpose of this Consent Judgment.
- 20. Execution of Consent Judgment. This Consent Judgment may be executed by the parties in counterparts, and pages containing the original signatures shall be attached to the Consent Judgment filed with the Court, photocopies and scanned signatures of the parties hereto, shall be deemed duplicate signatures.
- 21. Conflicting Provisions. To the extent the terms of this Consent Judgment conflict with the Zoning Ordinance, and any other resolutions, regulations, actions, codes and ordinances of the Township whether now existing or hereafter arising, the terms of the Consent Judgment shall apply and govern the parties. In no event shall any application of the Zoning Ordinance and/or any code and/or ordinance and/or resolution and/or regulation cause any change and/or otherwise prevent and/or impede the development, construction, repair, improvement, maintenance, replacement and/or the use and occupancy of the Portside Property as a LSES as authorized by this Consent Judgment.
- 22. Good Faith Cooperation. If further action is required to accomplish the intent and purpose this Consent Judgment, the parties shall act in good in faith to undertake such actions, including, but not limited to the execution of documents and amendments to this Consent Judgment. Time is of the essence.

23. <u>Effective Date of this Consent Judgment.</u> The Consent Judgment shall take effect upon entry of the same by this Court.

# THIS CONSENT JUDGMENT RESOLVES ALL PENDING CLAIMS AND CLOSES THIS CASE

MICHAEL L. WEST

Approved as to Form and Substance for Entry

Portside Solar, LLC	Fort Gratiot Township
Ву:	By: Bled Crains
Paul Harris (Print) Its: Authorized Officer	Robert Coawford (Print) Its: Supervisor
Dated: November 6, 2024	Dated: 11/15/2024
And By Its Attorneys:	• 1
Dickinson Wright PLLC	Fort Gratiot Township Attorney
By:	By: R See head
Michael R. Vogt (P74168) John A. Weiss (P83530) DICKINSON WRIGHT PLLC Attorneys for Plaintiff/Appellant 2600 W. Big Beaver Road Suite 300 Troy, MI 48084-3312 Tel: 248-433-7200	Robert J. Seibert (P32098) Seibert and Dloski, PLLC Attorneys for Defendants/Appellees 19500 Hall Road, Suite 101 Clinton Township, MI 48038 Tel: 586-469-3800 rseibert@seibertanddloski.com

ANGIE WATERS, COUNTY CLERK OF ST. CLAIR COUNTY

Date of Certification: 1-21-24

Fax: 844-670-6009

mvogt@dickinsonwright.com

jweiss@dickinsonwright.com

DEPUTY CLERK

A TRUE COPY Angie Waters County Clerk

# **EXHIBIT A**

DESCRIPTION OF PORTSIDE PROPERTY

#### James R. Palmateer

Parcel ID: 74-20-006-1002-010

Legal Description: The East ½ of the Northwest Fractional ¼, Section 6, Town 7 North, Range 17 East, in the Township of Fort Gratiot, St. Clair County, Michigan.

## Parcel ID: 74-20-006-2001-100

Legal Description: Land in the Northeast 1/4 of Section 6, Town 7 North, Range 17 East, Fort Gratiot Township, St Clair County, Michigan described as: Beginning at a point distant South 88 degrees 00 minutes East 669.5 feet from the North 1/4 corner of said Section 6; thence continuing South 88 degrees 00 minutes East 165 0 feet along the North line of said Section 6; thence South 02 degrees 16 minutes 20 seconds West 500.00 feet; thence North 88 degrees 00 minutes West 310.0 feet; thence South 02 degrees 08 minutes West 2260.82 feet; thence North 86 degrees 25 minutes 42 seconds West 530.0 feet along the East and West 1/4 line to the interior corner of said Section 6; thence North 02 degrees 16 minutes 20 seconds East 1519.31 feet along the North and South 1/4 line of said Section 6; thence South 88 degrees 00 minutes East 365.00 feet; thence North 02 degrees 57 minutes East 975.46 feet; thence South 72 degrees 00 minutes East 306.00 feet; thence North 02 degrees 00 minutes East 336.0 feet to the point of beginning.

#### Parcel ID: 74-20-006-2001-000

Legal Description: Land in the Northeast Fractional 1/4 of Section 6, Town 7 North, Range 17 East, Fort Gratiot Township, St. Clair County, Michigan described as Beginning at the North 1/4 of Section 6; thence South 88 degrees 00 minutes East 303 feet along the North line of Section 6; thence South 20.0 feet; thence South 15 Degrees 00 minutes East 245 feet; thence South 02 degrees 57 minutes West 975.46 feet; thence North 88 degrees 00 minutes West 365.00 feet; thence North 02 degrees 16 minutes 20 seconds East 1227.0 feet along the North and South 1/4 line to the point of beginning.

## Parcel ID: 74-20-008-1003-000

Legal Description: Beginning at the West ¼ corner; thence North 00 degrees 12 minutes 30 seconds West 35 feet; thence South 89 degrees 23 minutes East 1624 feet, thence North 00 degrees 12 minutes 30 seconds West 592.35 feet; thence South 89 degrees 23 minutes East 119 feet; thence North 00 degrees 12 minutes 30 seconds West 252.35 feet; thence South 89 degrees 23 minutes East 2193.36 feet; thence South 00 degrees 2 minutes 16 seconds East 896.2 feet; thence North 89 degrees 8 minutes 33 seconds West 1312.03 feet; thence South 00 degrees I minutes 17 seconds East 1320.97 feet; thence North 89 degrees 8 minutes 32 seconds West 1303.55 feet; thence North 00 degrees 2 minutes 56 seconds East 660 feet; thence South 89 degrees 8 minutes 32 seconds East 326 feet; thence North 0 degrees 2 minutes 56 seconds East 530 feet; thence North 89 degrees 8 minutes 32 seconds West 1646 feet; thence North 00 degrees

2 minutes 56 seconds East 130.93 feet to the point of beginning. Section 8, Town 7 North Ranger 17 East, Fort Gratiot Township, St. Clair County, Michigan.

# James W. Reid and Pamela M. Reid

Parcel ID: 74-20-006-4001-400

Legal Description: Part of the North half of the Southwest Fractional quarter of Section 6, Town 7 North, Range 17 East, Fort Gratiot Township, St. Clair County, Michigan, described as beginning at a point on the East West quarter line that is South 89 degrees 57 minutes 14 seconds East 1,985.85 feet from the West quarter corner of said Section 6: Thence continuing South 89 degrees 57 minutes 14 seconds East 333.47 feet; Thence South 01 degrees 26 minutes 49 seconds East 1,324.63 feet; Thence along the South line of said North half of the Southwest Fractional quarter, West 333.46 feet; Thence North 01 degrees 26 minutes 49 seconds West 1,324.90 feet to the point of beginning.

#### Lewis Land LLC

Parcel ID: 74-20-006-4005-000

Legal Description: The Southwest 1/4 of the Southwest 1/4, Section 6, Town 7 North, Range 17 East; Fort Gratiot Township, St. Clair County, Michigan.

#### Parcel ID: 74-20-006-4004-000

Legal Description: The Southeast 1/4 of the Southwest 1/4, Except that part lying North and West of a line beginning on the centerline of Cole Road, 1656.4 feet East of West section line; thence South 1 degree 23 minutes East 581 feet; West 150 feet; South 1 degree 23 minutes East 56 feet and North 42 degrees 11 minutes West 275.5 feet, Section 6, Town 7 North, Range 17 East, Fort Gratiot Township, County of St. Clair, State of Michigan.

## Parcel ID: 74-20-006-3012-000

Legal Description: The Southwest 1/4 of the Southeast 1/4, Section 6, Town 7 North, Range 17 East, Fort Gratiot Township, County of St. Clair, State of Michigan.

#### Parcel ID: 74-20-007-1001-000

Legal Description: West 1/2 of Northwest 1/4 except South 330 feet of West 660 feet and except beginning North 0 degrees 16 minutes 55 seconds East 330 feet from West 1/4 corner, thence North 0 degrees 16 minutes 55 seconds East 22 feet, thence North 89 degrees 59 minutes 55 seconds East 252.96 feet; thence South 0 degrees 16 minutes 55 seconds West 28 feet, thence North 88 degrees 38 minutes 30 seconds West 253 feet to beginning, Section 7, Town 7 North, Range 17 East, 74.85 acres, Fort Gratiot Township, St. Clair County, Michigan.

Parcel ID: 74-20-007-1004-000

Legal Description: South 1/3 of East 1/2 of Northwest 1/4, Section 7, Town 7 North, Range 17 East, 26.66 acres, Fort Gratiot Township, St. Clair County, Michigan.

# Ted E. Furness and Cynthia A. Furness

Parcel ID: 74-20-007-1003-000

Legal Description: The middle 1/3 of Northeast 1/4 and middle 1/3 of East 1/2 of Northwest 1/4, Section 7, more commonly referred to as the East 80 acres of the North 1/2 of the South 2/3 of the North 1/2, Section 7, Town 7 North, Range 17 East, excepting therefrom, the following parcel: Commencing at the Northeast corner of said Section 7; thence proceeding South West 948.32 feet along the East line of said Section 7 to the Point of Beginning of this description; thence North 90 degrees West 210 feet; thence South West 414.86 feet; thence South 90 degrees East 210 feet to the East line of said Section 7; thence North East 414.86 feet along the East line of said Section 7 to the point of beginning. Also, the East 1/2 of the following: The North 1/3 part of the Northeast 1/4 and the North 1/3 part of the East 1/2 of the Northwest 1/4, Section 7, Town 7 North, Range 17 East, excepting the North 164 feet of the East 217.8 feet, and also excepting the South 200 feet of the East 387 feet except the West 177 feet of the North 70 feet.

#### Parcel ID: 74-20-008-1002-000

Legal Description: The West 60 acres of the North 1/3 of the West 3/4 of the North 1/2 of Section 8, Town 7 North, Range 17 East, excepting therefrom the North 11 1/2 rods of the West 10 1/2 rods thereof and except the South 388.93 feet of the West 280 feet thereof.

### Parcel ID: 74-20-008-1006-500

Legal Description: Commencing at the West quarter corner of Section 8; thence North 0°12'30" West 1,144.03 feet along the West section line; thence South 89°22'00" East 200.00 feet to the Point of beginning; thence continuing South 89°22'00" East 628.91 feet; thence South 264.33 feet; thence South 89°22'00" East 1,234.87 feet; thence North 01°04'00" East 372.75 feet; thence North 88°08'30" West 212.14 feet; thence North 4°16'30" West 246.87 feet; thence North 89°22'00" West 764.99 feet; thence South 0°12'30" East 219.10 feet; thence North 89°22'00" West 876.59 feet; thence South 0°12'30" East 139.85 feet to the point of the beginning of this description, containing 17.26 acres more or less.

## Parcei ID: 74-20-008-2013-000

Legal Description: The South 1/2 of the North 2/3 of the West 3/4 of the North 1/2 except the South 264.33 feet of the West 824 feet thereof and except the West 200 feet of the North 150 feet of the South 1,433.88 feet of the Northwest 1/4 of Section 8, except the following: A parcel of land in Section 8 described as: Commencing at the West quarter corner of Section 8; thence North 0 degrees 12 minutes 30 seconds West 1,144.03 feet along the West section line; thence South 89 degrees 22 minutes 00 seconds East 200.00 feet to the Point of Beginning; thence

continuing South 89 degrees 22 minutes 00 seconds East 628.91 feet; thence South 264.33 feet; thence South 89 degrees 22 minutes 00 seconds East 1,234.87 feet; thence North 01 degrees 04 minutes 00 second East 372.75 feet; thence North 88 degrees 08 minutes 30 seconds West 212.14 feet; thence North 4 degrees 16 minutes 30 seconds West 246.87 feet; thence North 89 degrees 22 minutes 00 seconds West 764.99 feet; thence South 0 degrees 12 minutes 30 seconds East 219.10 feet; thence North 89 degrees 22 minutes 00 West 876.59 feet; thence South 0 degrees 12 minutes 30 seconds East 139.85 feet to the point of beginning of this description.

# Parcel ID: 74-20-005-4003-000

Legal Description: The West Half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 5, Town 7 North, Range 17 East, being 20 acres more or less.

## Peters Brothers, LLC

Parcel ID: 74-20-017-2001-001

Legal Description:

Tract 1: The West 1/2 of the West 1/2 of Northeast 1/4 of Section 17, Town 7 North, Range 17

East.

Tract 2: A part of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 17: Commencing at the Northeast corner of Section 17, Town 7 North, Range 17 East; thence West 1639.20 feet along the North line of Section 17 to the Point of Beginning of this description; thence continuing West 330.00 feet along the section line; thence South 0 degrees 24 minutes East 1321.00 feet along an old fence line; thence East 330.00 feet; thence North 0 degrees 24 minutes West 1321.00 feet to the point of beginning.

And a part of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 17: Commencing at the Northeast corner of Section 17, Town 7 North, Range 17 East; thence West 1313.23 feet along the North line of Section 17 to the Point of Beginning of this description; thence continuing West 325.97 feet along the section line; thence South 0 degrees 24 minutes East 1321.00 feet; thence East 324.75 feet; thence North 0 degrees 20 minutes 50 seconds West 1321.00 feet to the point of beginning.

Known for tax purposes only as: The North 20 acres of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 17, Town 7 North, Range 17 East.

Tract 3: A parcel of land in and being part of the East 1/2 of the Northeast 1/4 of Section 17, Town 7 North, Range 17 East described as: Beginning at a point on the East line of said Section 17, distance North 03 degrees 35 minutes 09 seconds West 1312.61 feet from its East 1/4 corner; thence South 86 degrees 43 minutes 47 seconds West 1307.56 feet; thence North 03 degrees 37 minutes 59 seconds West 1332.01 feet to the North line of said Section 17; thence North 86

degrees 43 minutes 42 seconds East 1308.66 feet to the Northeast corner of said Section 17; thence South 03 degrees 35 minutes 09 seconds East 1332.03 feet to the point of beginning.

Tracts 1, 2, and 3 - Now Known As: A parcel of land being the West 1/2 of the West 1/2 of the Northeast 1/4; the North 20 Acres of the East 1/2 of the West 1/2 of said Northeast 1/4 and part of the East 1/2 of the Northeast 1/4, all situated in Section 17, Town 7 North, Range 17 East, Fort Gratiot Township, St. Clair County, Michigan and said parcel is completely and particularly described as: Beginning at the Northeast corner of said Section 17; thence South 03 degrees 35 minutes 09 seconds East 1332.03 feet along its East line; thence South 86 degrees 43 minutes 47 seconds West 1961.34 feet; thence South 03 degrees 39 minutes 23 seconds East 1311.60 feet; thence South 86 degrees 45 minutes 34 seconds West 653.24 feet to the center post of said Section 17; thence North 03 degrees 40 minutes 48 seconds West 2643.25 feet to its North 1/4 corner; thence North 86 degrees 43 minutes 42 seconds East 2617.32 feet to the point of beginning.

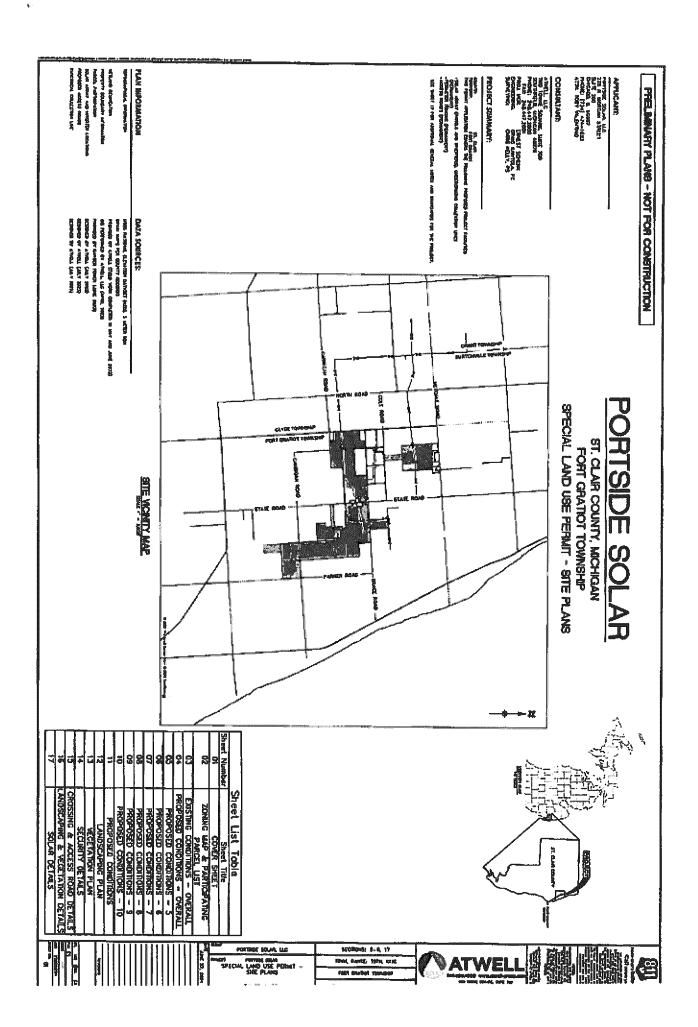
Parcel ID: 74-20-008-3001-000

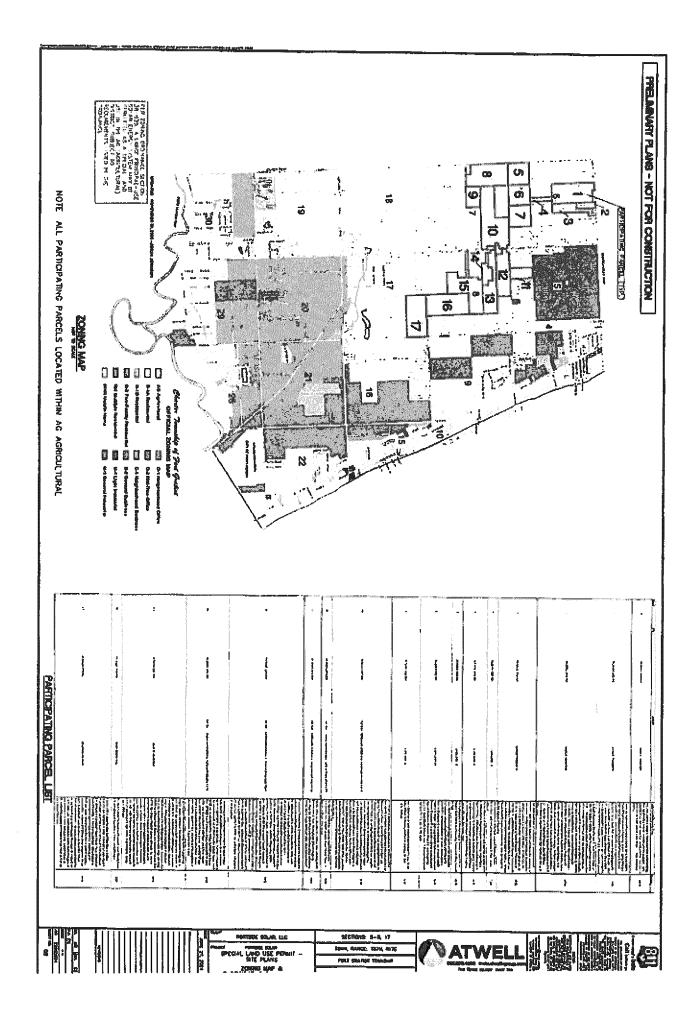
Legal Description: The West 1/2 of the Southeast 1/4 of Section 8, Town 7 North, Range 17 East, Fort Gratiot Township, St. Clair County, Michigan.

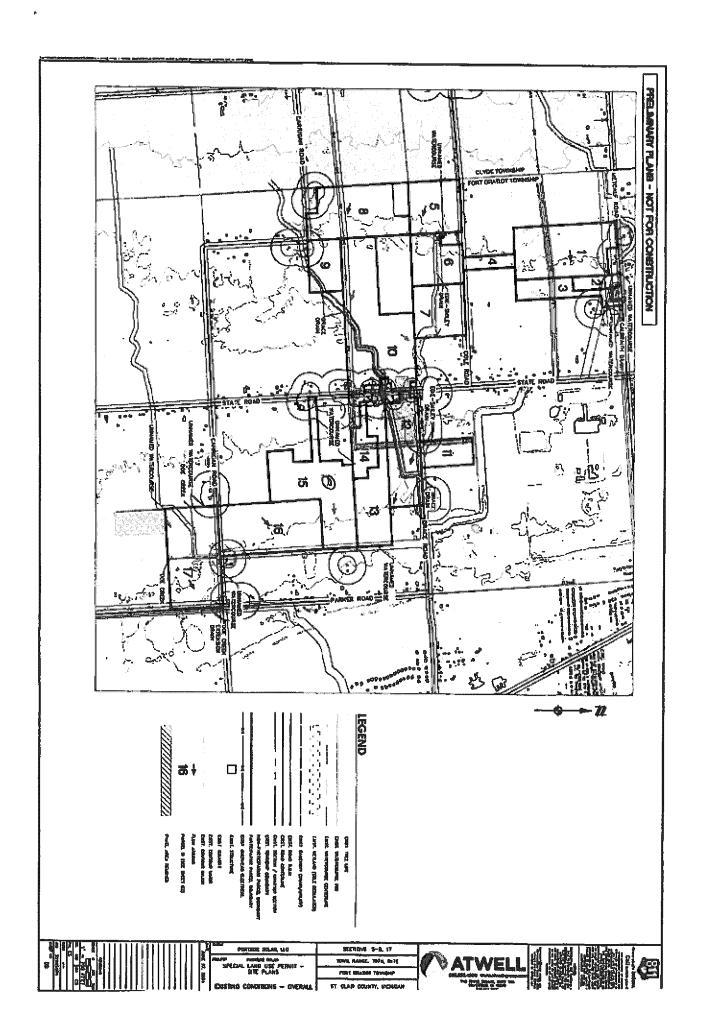
4870-8103-1667 v1 [77216-44]

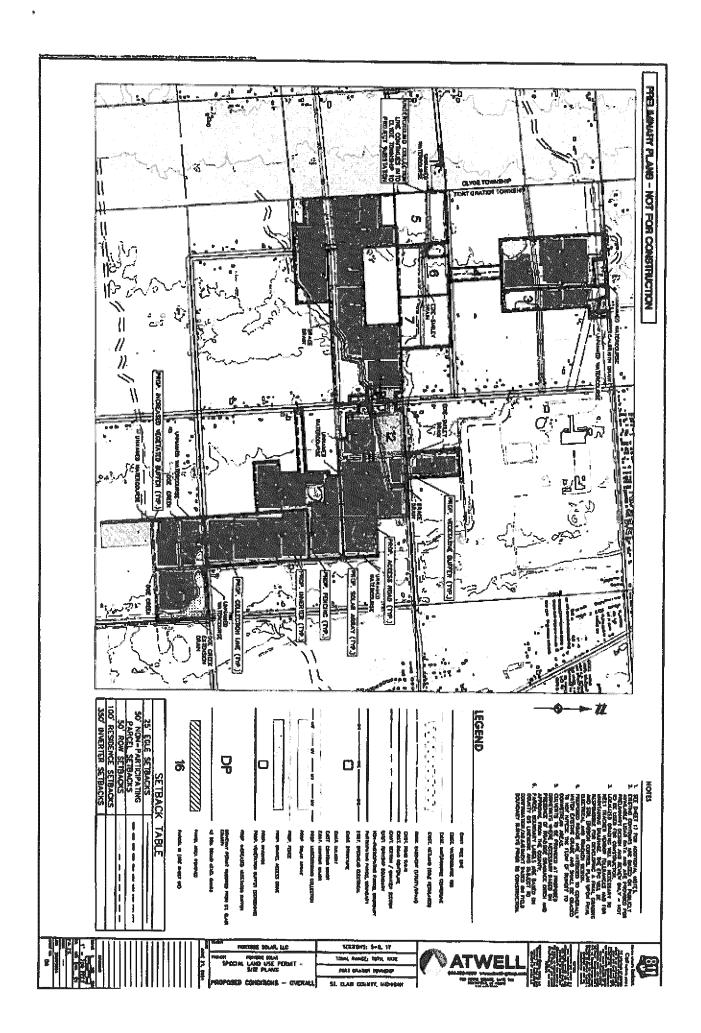
# **EXHIBIT B**

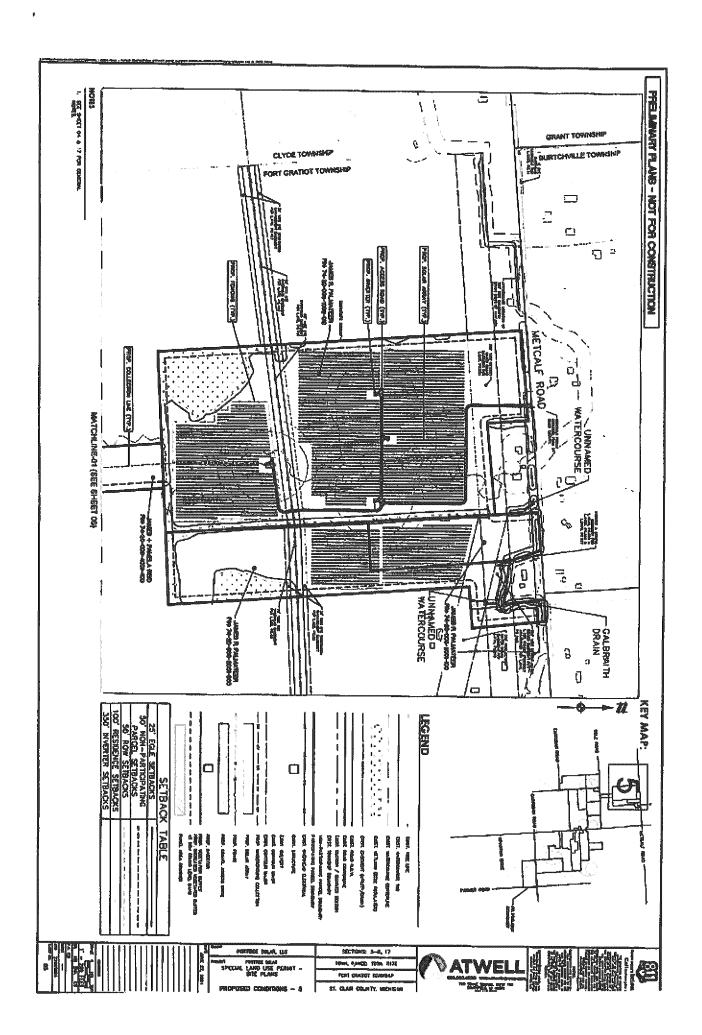
JUNE 27, 2024 AMENDED SITE PLAN

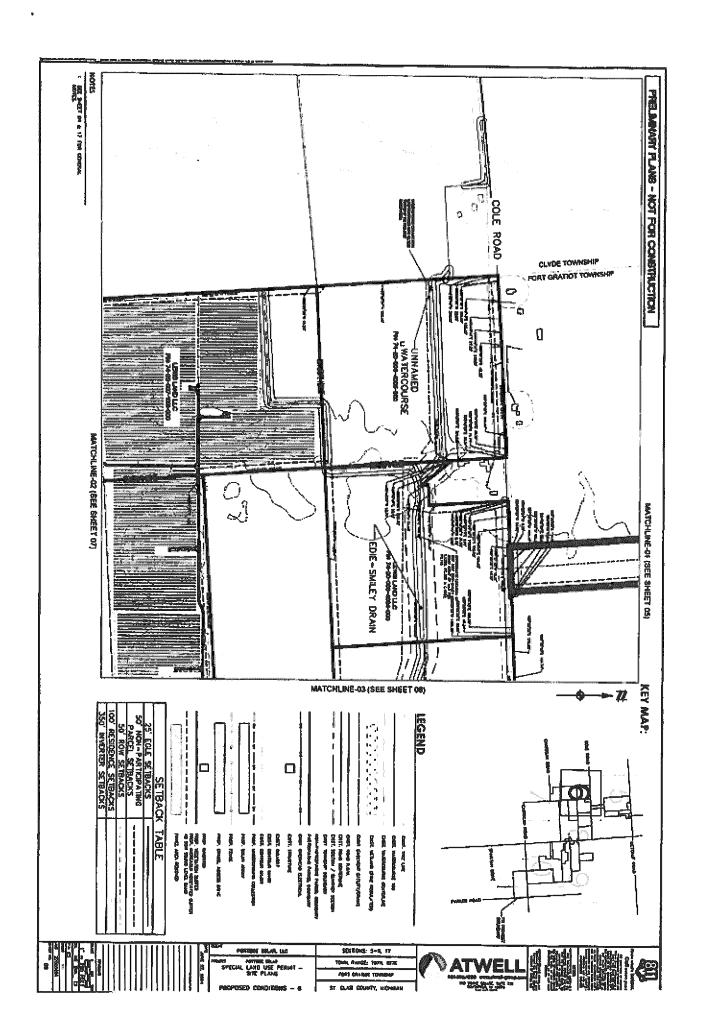


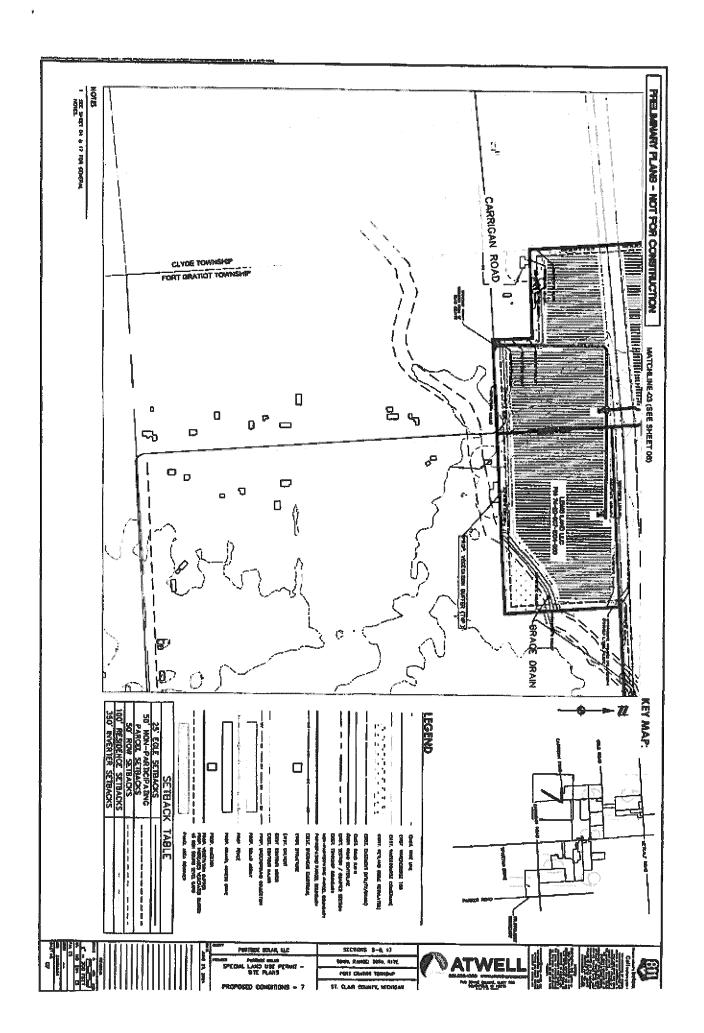


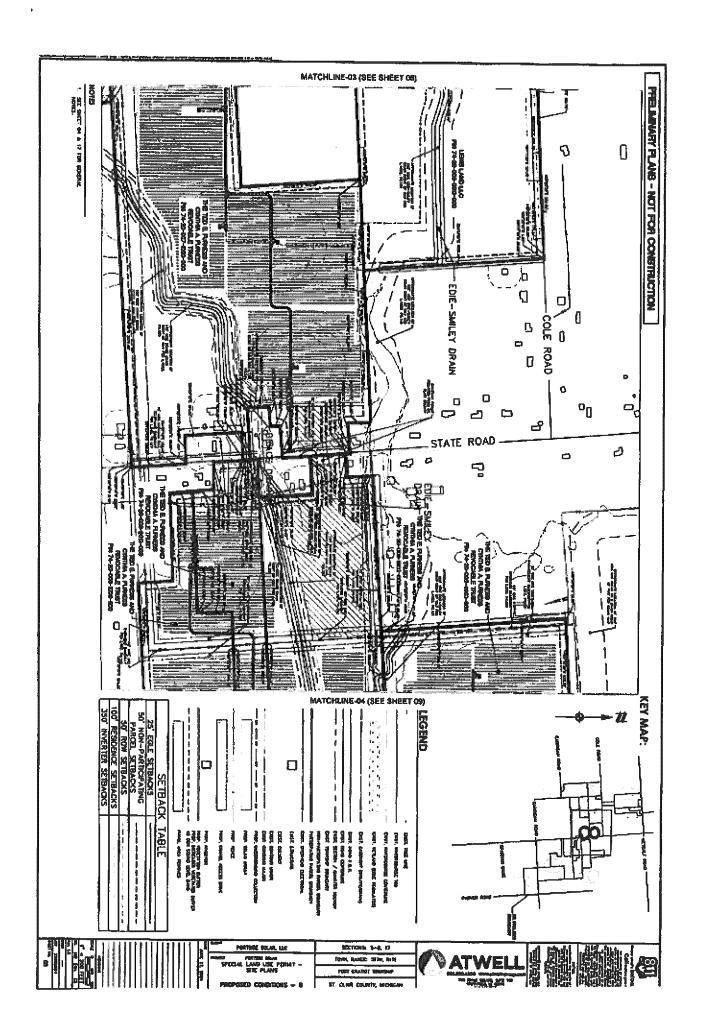


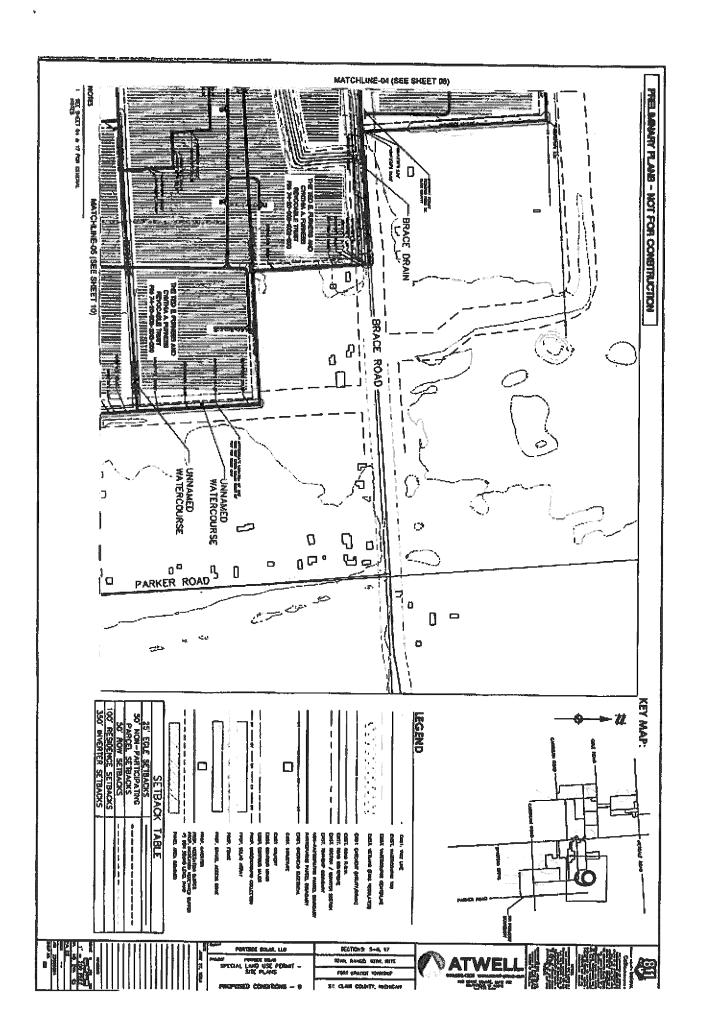


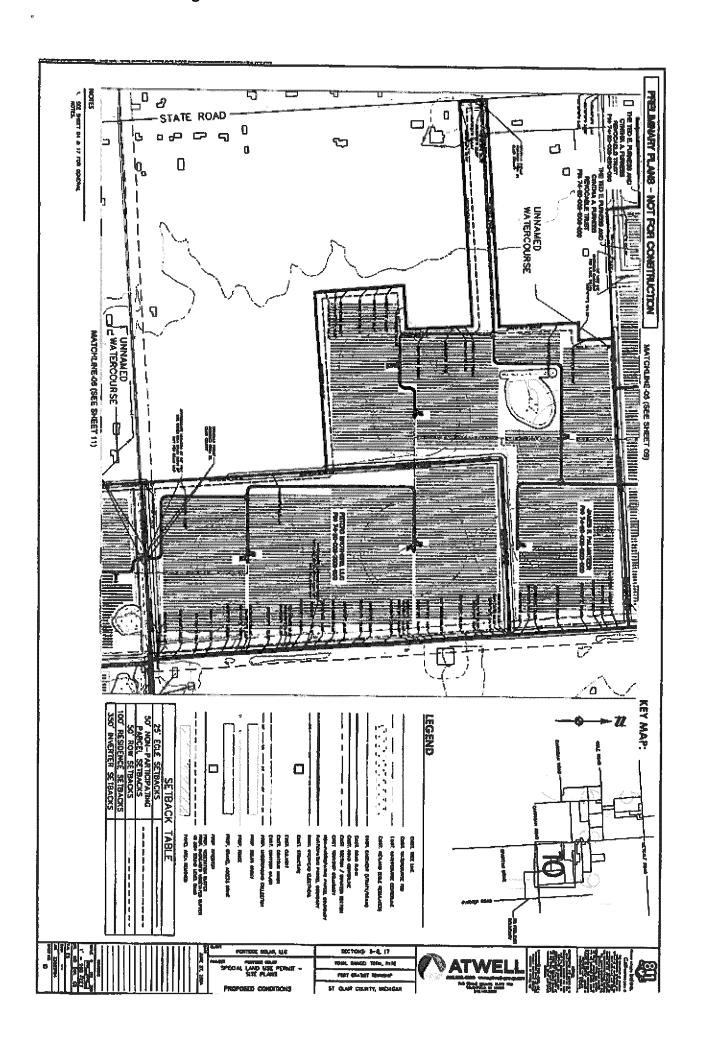


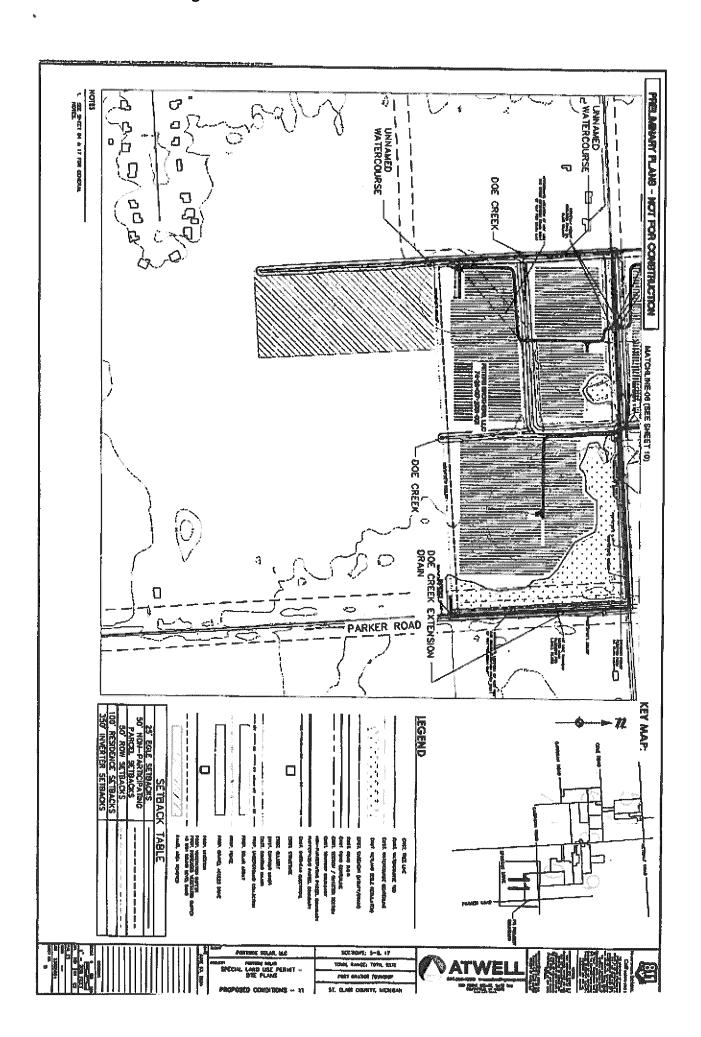


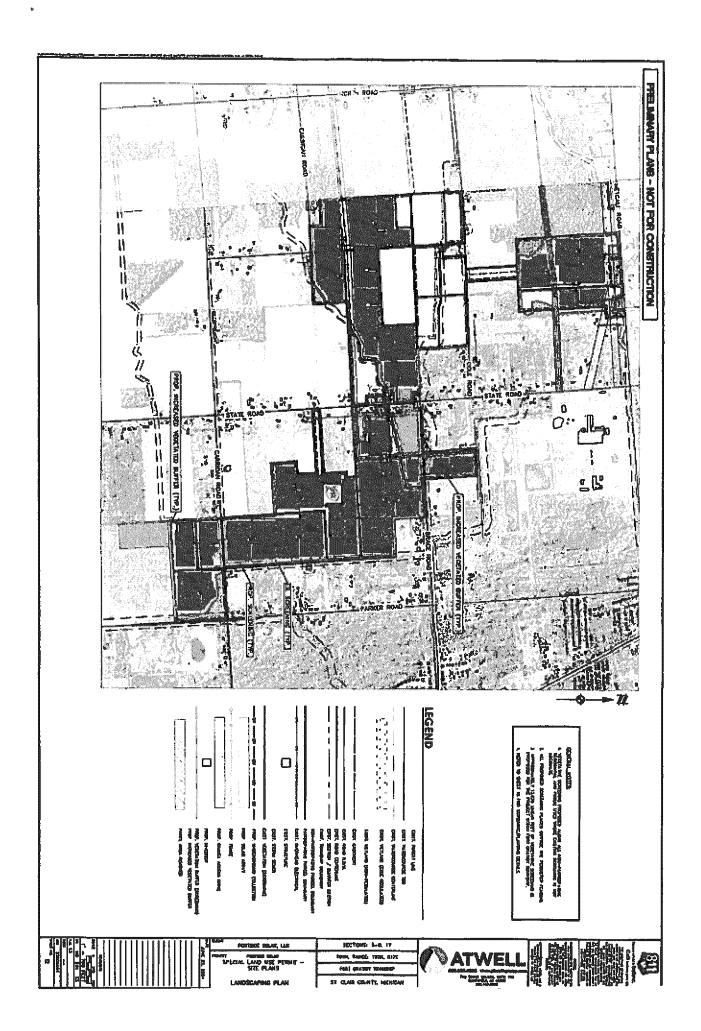


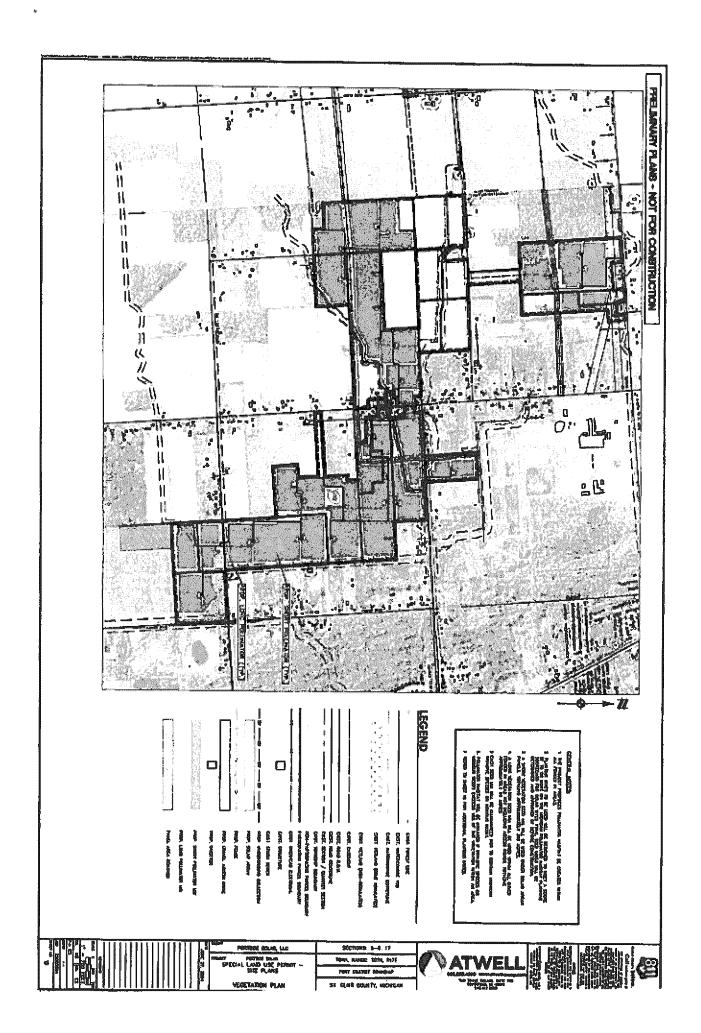


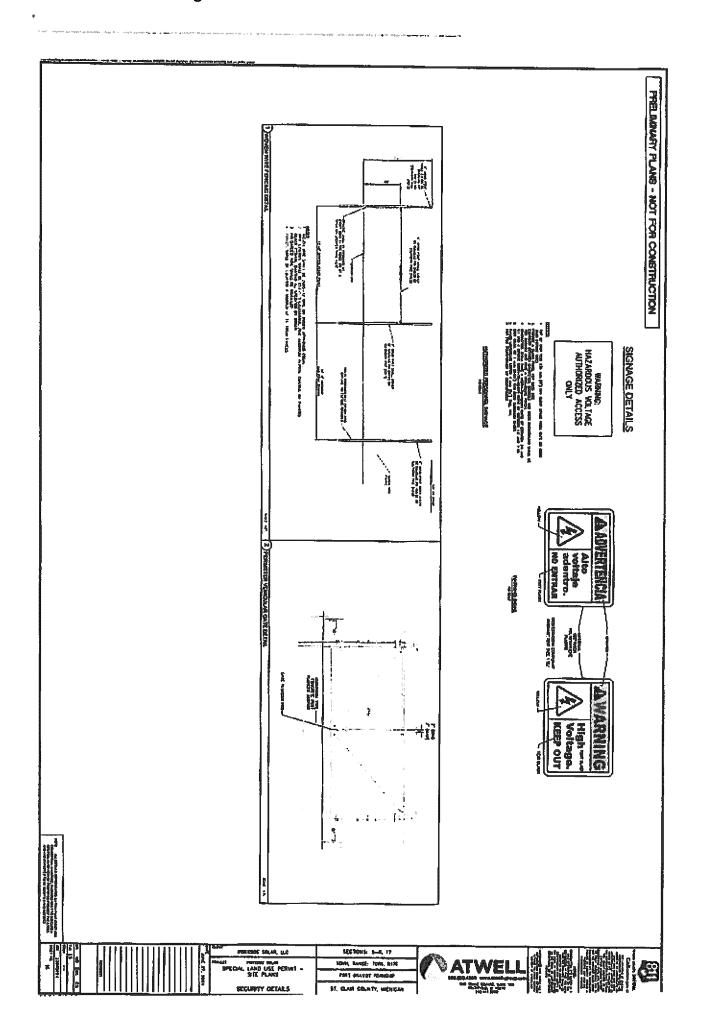


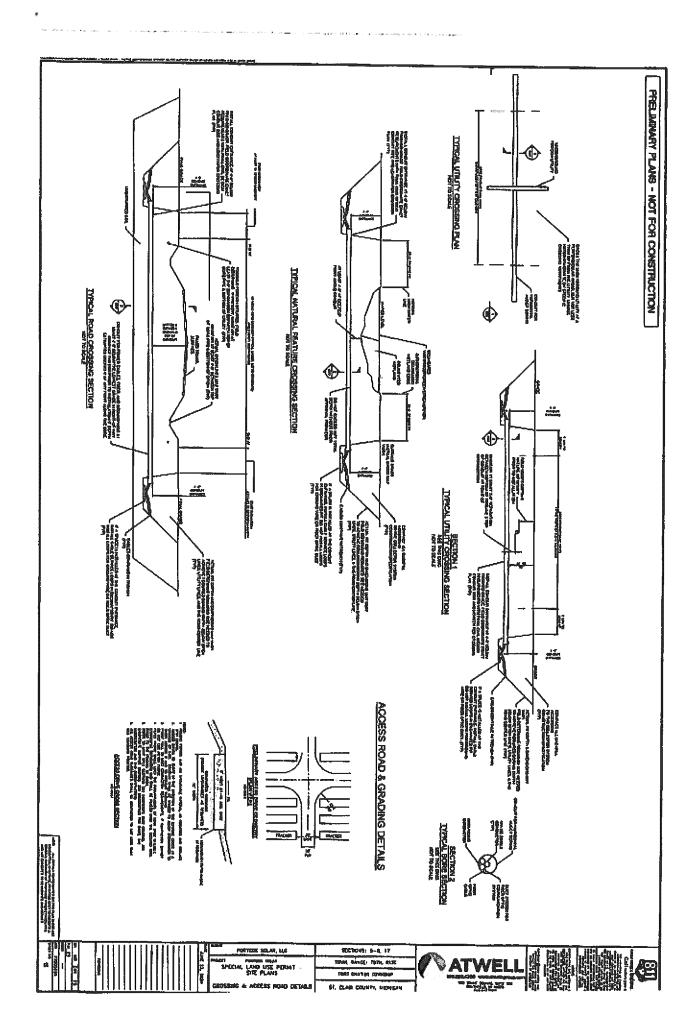


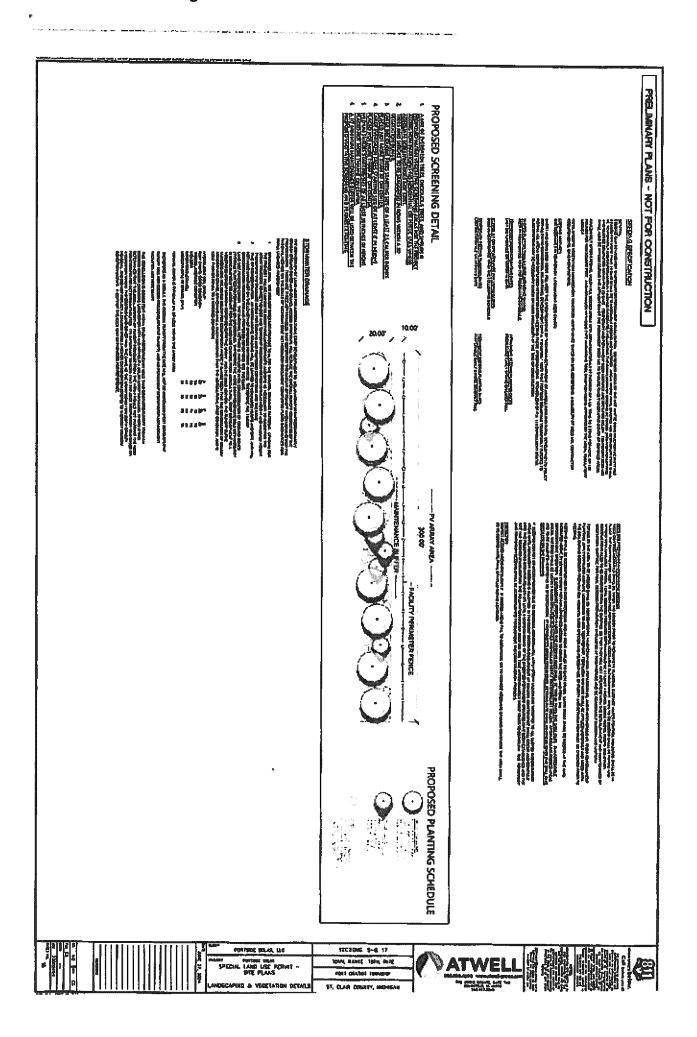


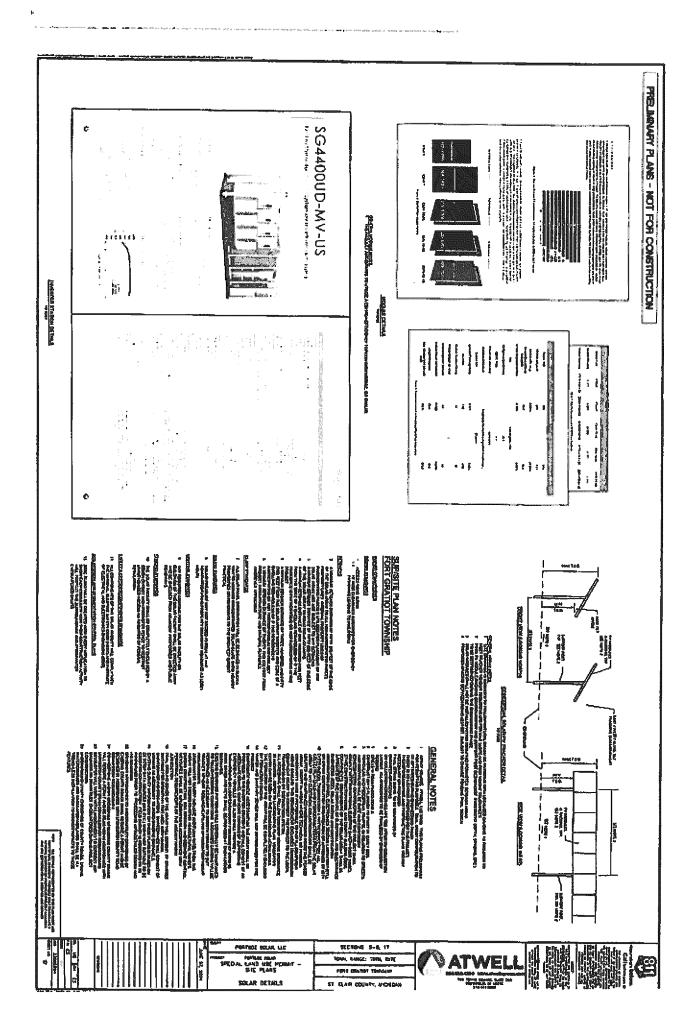












# EXHIBIT C DECOMMISSIONING AGREEMENT

# DECOMMISSIONING AGREEMENT

This Decommissioning Agreement ("Agreement") is entered into between Township of Fort Gratiot, a Michigan municipality located in St. Clair County ("Township") and Portside Solar, LLC, a Delaware limited liability company, of 320 N. Sangamon Street, Suite 1025, Chicago, Illinois 60607 ("Portside") (each individuality a "Party"; collectively the "Parties").

#### Premises:

- A. On or about September 11, 2023, Portside submitted to the Township, a joint application for special land use and site plan dated August 17, 2023 ("APPLICATION") seeking approval for a large principal-use solar energy system (the "PROJECT").
- B. On or about \_\_\_\_\_\_\_, 2024 in the St. Clair Circuit Court Case No. 24-000048-AA, the Court entered a Consent Judgment ("CONSENT JUDGMENT") which was duly approved and executed by both the Township and Portside and which constitutes a special land use permit approval and site plan approval (collectively, the "PERMIT").
- C. Portside must act in accordance with the Permit. The Permit authorizes Portside to construct, operate, improve, and maintain the Project in the Township on the tax parcels set forth in the schedule attached as Exhibit 1 hereto and which is incorporated into this Agreement (the "Project Property").
- D. Under the terms of the Permit, Portside must commit to undertake the decommissioning of the Project, pursuant to the Decommissioning Plan attached as Exhibit 2 hereto and which is incorporated into this Agreement, and must provide sufficient Financial Security necessary to satisfy Portside's obligations as provided for in this Agreement, before construction of the Project commences as authorized by the Permit.
- E. The Project Property contains land that is currently enrolled in the Michigan Farmland and Open Space Preservation Program ("MDARD PARCEL") administered by the Michigan Department of Agriculture and Rural Development ("MDARD") pursuant to the Natural Resources and Environmental Protection Act, Michigan Public Act 451 of 1994, which MDARD Parcel is identified in Exhibit 3 attached hereto.
- F. The MDARD Parcel will be subject to the decommissioning obligations as required by MDARD. The Township will credit Portside the amount of any decommissioning security obtained by Portside for the MDARD Parcel ("MDARD SECURITY") and reduce the amount of the Financial Security under this Agreement accordingly. To the extent authorized by applicable law, the Township may make a claim on and enforce the MDARD Security irrespective of MDARD seeking to decommission the Project on the MDARD Parcel, and the MDARD Security in all other ways satisfies the requirement of Financial Security under this Agreement as to the covered parcels including being in a form reasonably acceptable to the Township.
- G. Therefore, the Parties enter into this Agreement in furtherance of their obligations under the Permit.

In consideration of the foregoing recitals which are incorporated into and made a part of this Agreement, the Parties agree that:

#### 1. <u>EFFECTIVE DATE</u>.

This Agreement will take effect on the last date executed by both the Township and Portside.

# 2. <u>DECOMMISSIONING OBLIGATIONS.</u>

Portside shall satisfy all obligations for decommissioning of the Project as listed below in this Section 2 ("Decommissioning Obligations").

The Decommissioning Obligations include the following on the Project Property:

- Removal of all above grade Project structures, concrete, piping, facilities, and other Project related materials as specifically described in the Decommissioning Plan;
- b) Restoring the Project Property as described in the Decommissioning Plan;
- c) Compliance with all applicable federal, state, and local law in performing the activities that are subject of this Agreement provided that any Township laws, ordinances, codes, policies and administrative decisions which impose greater Decommissioning Obligations and that required by this Agreement inclusive of the Decommissioning Plan shall not be enforced against Portside and/or imposed on Portside and/or require compliance by Portside; and
- d) Prior to commencing decommissioning, Portside will provide notice to the owner(s) of the Project Property regarding the scope of activities to be performed on the owner's property.
- e) Decommissioning requirements of the Permit.

Notwithstanding anything in this Agreement to the contrary, the MDARD Parcels shall not be subject to the Decommissioning Obligations of this Agreement, but shall be decommissioned as required by MDARD, and the Decommissioning Obligations shall not include removal of access roads or driveways on Project Property not owned by Portside unless at the time of decommissioning the property owner requests in writing to Portside to remove the access roads or driveways, and to the extent such roads are permitted to remain pursuant to applicable law at the time of decommissioning.

### 3. ESTIMATED NET DECOMMISSIONING COST

The formula for determining decommissioning costs ("Decommissioning Formula") is the estimated actual cost to perform the Decommissioning Obligations herein is contained in the Decommissioning Plan. Portside and the Township by and through the Township Engineer agree that the estimated cost of decommissioning as of the date of this Agreement as identified in the Decommissioning Plan ("Estimated Net Decommissioning Cost"), and at this time equals \$674,377.40. The Estimated Net Decommissioning Cost may be updated from time to time, as provided in this Agreement.

### 4. FINANCIAL SECURITY.

- a) Establishment of Decommissioning Financial Security. Except to the extent authorized by the Permit, before Portside commences construction of the Project, Portside at its sole discretion must provide evidence of financial security to the Township which will be provided in the form of a self-renewing irrevocable letter of credit ("LOC") from a financial institution selected by Portside, in an amount that is equal to the Estimated Net Decommissioning Cost and payable to the Township as provided in this Agreement (the LOC, is referred to as "Financial Security"). The Township will credit Portside the amount of any MDARD Security and reduce the amount of the Financial Security under this Agreement accordingly. To the extent authorized by applicable law, the Township may make a claim on and enforce the MDARD Security irrespective of MDARD seeking to decommission the Project on the MDARD Parcel, and the MDARD Security in all other ways satisfies the requirement of Financial Security under this Agreement as to the covered parcels including being in a form reasonably acceptable to the Township.
- b) Financial Security Institution. The Authorized Financial Institution selected by Portside shall be licensed and authorized to do business as a financial institution or insurance company in the State of Michigan ("Authorized Financial Institution"). The form of the LOC approved by Portside and the Township is attached as Exhibit 4 and incorporated into this Agreement. Consistent with Exhibit 4 in this Agreement, the Financial Security must name the Township as a beneficiary, and must include claim and distribution terms consistent with this Agreement. Portside shall provide an update confirming the Financial Security is still in effect, stating the amount, and providing any changes in the names and addresses of the Authorized Financial Institution, if applicable, annually no later than January 31 of each year after the Financial Security is established, and upon request of the Township per the notice procedures herein. Township shall have the right to contact the Authorized Financial Institution to confirm the Financial Security is in effect and the amount held.
- c) Periodic Review and Adjustment. Once every five (5) years after Financial Security has been posted and continuing during the Term of this Agreement, Portside shall

update the Estimated Net Decommissioning Costs ("Updated Costs") and provide documentation of the update to Township no later than thirty (30) days prior to the end of the relevant five (5) year period. The Updated Costs provided by Portside to Township shall be determined by a third party with expertise in decommissioning. In the event Township does not object in writing to the Updated Costs within sixty (60) days of receipt of the same from Portside, Township will be deemed to have accepted the Updated Costs. In the event Township rejects the Updated Costs by written notice to Portside, Township shall provide Portside with its proposal in writing of the Updated Costs determined by a third party retained by Township with expertise in decommissioning large scale solar facilities. The costs incurred by Township in retaining an expert in decommissioning shall be paid by Portside. In the event the parties cannot agree on the Updated Costs, the issue will be presented to the Court for a determination on Updated Costs and the parties will be bound by the Court's determination, subject to any rights of appeal.

- d) Duty to Maintain the Financial Security. Portside agrees to maintain the Financial Security with terms consistent with this Agreement. The term of the Financial Security shall be irrevocable and non-cancellable, absent consent of the Township. Consent is only available in the following circumstances: 1) via a Certificate of Completion after all Decommissioning Obligations are satisfied; 2) pursuant to a requested Change in Financial Security in 4(e) below; or 3) pursuant to an Assignment in paragraph 9.
- e) Change in Financial Security. As long as there is no gap in coverage, Portside may change the LOC by delivering a substitute LOC from an Authorized Financial Institution. Any substitute Authorized Financial Institution obtained by Portside will be subject to and governed by the provisions of this Agreement to the same extent as the original or previous Authorized Financial Institution.

# 5. ABANDONMENT AND DECOMMISSIONING

a) Notice of Abandonment. In the event the Project is no longer operating after full commencement of operations, whether by non-use, injunction or judgment obtained by the Township which is a final, unappealable decision of the St. Clair County Circuit Court, or otherwise for a continuous period of twelve (12) consecutive months, the Project will be presumed abandoned upon written notice thereafter sent by the Township to Portside ("Notice of Abandonment"). Within thirty (30) days of receipt of a Notice of Abandonment, Portside (or its agent) shall provide written notice to the Township ("Project Compliance Notice") that Portside will resume Project operations consistent with this Agreement and the Permit, by the sixtieth (60th) day from receipt of the Township's Notice of Abandonment ("Resumption Date"). The Project Compliance Notice shall provide supporting documentation regarding the cause of the disruption of operation and the steps being taken by Portside to resume operation. In the event Portside commences operation of the Project on or before the Resumption Date, the Notice

of Abandonment will be deemed to be voided and without any force and effect. In the alternative to providing a Project Compliance Notice, Portside may request the following relief prior to the Resumption Date:

- (i) By written notice to the Board of Trustees, Portside with supporting documentation showing a continuing cause of disruption in the operation of the Project beyond the reasonable control of Portside and Portside's reasonable and diligent efforts to resume the operation of the Project may request time beyond the sixty (60) days to resume operation of the Project ("Request for Excused Interruption") that the Board of Trustees extend the time for Project operations for a period of up to two (2) years from the Notice of Abandonment ("Excused Interruption"). The Board of Trustees may reasonably limit the duration of an extension for an Excused Interruption but may not unreasonably deny a request for an extension for an Excused Interruption. The Excused Interruption inclusive of the time period shall be issued in writing by the Township ("Excused Interruption Date"), or
- (ii) By written notice to the Board of Trustees ("Notice of Non-Discretionary Interruptions"), Portside shall confirm that the interruption in the operation of the Project is being caused by either (1) an interruption in the operation of the Project which is the result of an order or decision of the Michigan Public Service Commission, and/or (2) an interruption in operation of the Project caused by a Force Majeure, (individually and collectively "Non-discretionary Interruptions,"). Upon the sending of the Notice of Non-discretionary Interruptions, Portside shall be entitled to an automatic extension of the Resumption Date until the date that Non-Discretionary Interruptions ceases ("Mandatory Interruption Date").

If Portside resumes operation of the Project in full compliance with this Agreement and the Permit, by the Resumption Date, and/or as may be extended as provided by this Agreement, the Township's Notice of Abandonment shall no longer be effective.

If Portside by written notice to the Township (1) elects not to commence operation of the Project upon receipt of the Notice of Abandonment, or (2) elects not to continue operation of the Project beyond the Resumption Date, or by the Excused Interruption Date or by the Mandatory Interruption Date, in such case Portside shall within ninety (90) days of any of the foregoing dates apply to the Township for a demolition permit to decommission the Project as required by the Decommissioning Obligations. Portside shall complete the Decommissioning Obligations within three hundred sixty five (365) days from receipt of the demolition permit from the Township, which timeline may be extend by the Township Board of Trustees for a six (6) month period upon written request of Portside ("Decommissioning Timeline").

- b) Event of Default. In the event that one or more of the following occur, it shall be considered an "Event of Default":
  - i. Portside (or its agent) fails to provide a Project Compliance Notice within thirty
     (30) days of receiving a Notice of Abandonment from the Township; or
  - ii. Portside (or its agent) timely provides a Project Compliance Notice, but does not resume operation by the Resumption Date; or
  - iii. Portside (or its agent) does not resume operation of the Project by the Excused Interruption Date or by the Mandatory Interruption Date.

Upon the occurrence of an Event of Default, the Township may elect to take action and, if so, shall proceed as follows. The Zoning Administrator shall provide at least thirty (30) days written notice to Portside and the Authorized Financial Institution of the Event of Default and shall within said written notice provide the date, time and location for a hearing before the Board of Trustees regarding the Event of Default ("Notice of Hearing"). The Board of Trustees shall then hold such hearing at which Portside may be heard and provide evidence for the Board of Trustees to determine whether the Project should be decommissioned as provided in this Agreement.

Following the Board of Trustees hearing, in the event that the Board of Trustees determines that the Project is not in material compliance with this Agreement and the Permit, or has failed to resume operation in full compliance with this Agreement and the Permit by the Resumption Date as shall be extended by the terms of this Agreement, the Board of Trustees may issue a decommissioning notice ("Decommissioning Notice"). Upon issuance of a Decommissioning Notice, Portside must apply for a demolition permit from the Township for the Project by the ninetieth (90th) day from issuance of the Decommissioning Notice ("Demolition Permit Timeline") and Portside shall complete the Decommissioning Obligations as required by the Decommissioning Timeline.

- c) Uncured Event of Default. In the event Portside fails to appear at the Board of Trustees hearing held pursuant to a Notice of Hearing issued under 5(b) above, does not apply for a demolition permit within the Demolition Permit Timeline, or if having obtained such demolition permit does not complete the Decommissioning Obligations within the Decommissioning Timeline, this will be considered an "Uncured Event of Default" and the Township may proceed to satisfy the Decommissioning Obligations itself upon fourteen (14) days written notice to Portside and the Authorized Financial Institution ("Access Notice").
- d) Access Rights. Upon receipt of the Access Notice, Portside hereby grants rights of ingress, egress, access and possession of the Project Property for property owned by Portside and under the land rights agreements executed between Portside and the owners of Project Property to the Township for the purpose of the Township's performance of the Decommissioning Obligations upon the occurrence of an Uncured Event of Default subject to the Township's duty to provide reasonable written notice to Portside and the property owners before entering Project Property.

Portside warrants that it has the authority to grant said rights pursuant to its land rights agreements with the owners of Project Property.

e) Cost Reimbursement. The Township shall have the right to seek reimbursement of the reasonable costs of the Township in performing the Decommissioning Obligations, including reasonable attorney fees as provided by this Agreement.

# 6. THE TOWNSHIP FINANCIAL SECURITY CLAIMS AND DISBURSEMENTS.

- a) In the event of an Uncured Event of Default, the equipment/materials and components of the Project owned by Portside that are subject to the Decommissioning Obligations ("Project Equipment") will be deemed abandoned, and the Township, in performing the Decommissioning Obligations, shall within its reasonable discretion sell, recycle, scrape and/or salvage the Project Equipment, and use the proceeds to reimburse Township to the extent of a deficiency between the Financial Security and the actual cost of performing the Decommissioning Obligations. The Township is required to seek within its reasonable discretion the best price in selling, recycling, scraping and/or salvaging the Project Equipment and shall determine in its reasonable discretion for the most convenient way to remove the Project Equipment and receive value for the Project Equipment.
- b) Township Claim. Upon the occurrence of an Uncured Event of Default, the Township may make a claim on the Financial Security in the full amount held to cover reasonable costs and expenses to be incurred by the Township in performance of the Decommissioning Obligations (including but not limited to postage, contractor fees, materials, litigation expenses, reasonable attorney fees, professional service fees, expert fees, and any and all other costs and expenses) ("Township Claims"). In the alternative, the Township may make incremental claims on the Financial Security as it fulfills the Decommissioning Obligations.
- c) Use of Funds. All funds received by the Township through Township claims on Financial Security and/or from the sale, recycling, scraping and/or salvage of Project Equipment under this Agreement will be used solely for reasonable and actual costs and expenses incurred by the Township in connection with performing the Decommissioning Obligations of the Project. Any Financial Security funds disbursed to the Township under this Agreement, and any funds obtained from the sale, recycling scraping and/or salvaging of Project Equipment, that individually and/or collectively exceed the Financial Security after the completion of the Decommissioning Obligations of the entire Project shall be promptly returned to Portside. If this Court ever has to adjudicate a dispute between the parties or their successors or assigns related to the Township Claims, the prevailing Party shall be entitled to reasonable attorney fees and costs.

# 7. THE TOWNSHIP FINANCIAL SECURITY TERMINATION.

- a) Certificate of Completion. Promptly following Portside's delivery of documentation reasonably acceptable to the Zoning Administrator evidencing fulfillment of all Decommissioning Obligations for the Project, the Zoning Administrator shall execute and deliver to Portside a Certificate of Completion.
- b) Termination and Remaining Security. Except as provided below, this Agreement will terminate and all remaining Financial Security will be released to Portside promptly upon the earliest to occur of (i) Township issuance of the Certificate of Completion in accordance with this Agreement and Authorized Financial Institution and Portside shall have no further liability, duty or obligation to the Township or (ii) upon completion by the Township of all Decommissioning Obligations pursuant to this Agreement. Notwithstanding the above, if the Township has performed the Decommissioning Obligations for the Project, any portion thereof, or there otherwise remains any unpaid Township Claims subject to the limitation that the Township Claims shall be limited to the amount of the Financial Security, then this Agreement and the Financial Security will survive with respect to the resolution of such unpaid Township Claims and shall terminate upon resolution of the Township Claims. In the event of a dispute over unpaid Township Claims, as soon as the dispute is resolved by mutual agreement of the Parties, or by a final order of the St. Clair County Circuit Court (or, if the St. Clair County Circuit Court does not have jurisdiction (e.g., a bankruptcy proceeding), then by another body, entity, or person with jurisdiction and authority to resolve the dispute), the Authorized Financial Institution shall disburse such amounts from the Financial Security pursuant to said order or mutual agreement in an amount not to exceed the Financial Security and any remaining Financial Security shall be cancelled, released and terminated and the Authorized Financial Institution and Portside shall have no further liability, duty or obligation to the Township under this Agreement and/or the Financial Security.

#### 8. NOTICES.

All notices provided under this Agreement shall be in writing and will be deemed duly given and received:

- a) Upon delivery, if delivered personally, or upon confirmed transmittal, if by facsimile;
- b) On the next business day if sent by overnight courier; or
- c) On the date of receipt, refusal or non-delivery indicated on the return receipt after mailing by U.S. Mail prepaid certified mail, return receipt requested,

when addressed to the appropriate notice address for the notice addressee set forth below or to such other address as the Parties may later designate to each other in the manner provided herein.

If to Portside:

If to the Township:

Portside Solar, LLC

Fort Gratiot Township

c/o Ranger Power

Attention: Supervisor

Attn: Ranger Power

3720 Keewahdin Road

320 N. Sangamon Street, Suite 1025

Fort Gratiot, Michigan 48059

Chicago, Illinois 60607

Email:

notices@rangerpower.com,

legal@rangpower.com

With Copy to:

Township Attorney as Identified by Township at time of notice mailing.

With copy to:

Dickinson Wright PLLC

Attn: Leslee M. Lewis

200 Ottawa Avenue NW, Suite 1000

Grand Rapids, MI 49503

With copy to:

D.E. Shaw Renewable Investments, LLC

575 Fifth Avenue, 24th Floor

New York, NY 10017

With copy to:

The Authorized Financial Institution or Lender at the address provided by Portside

#### 9. ASSIGNMENT

This Agreement shall be binding and inure to the benefit and burden of the Parties and their respective successors and assigns. Portside may assign its rights and obligations under this Agreement: (a) for financing purposes; or (b) to a person or entity acquiring a controlling interest in all or substantially all of the assets of the Project which agrees to be bound by all terms and conditions of this Agreement. Portside shall provide the Township written notice of such assignment thirty (30) days following any such assignment.

Portside shall deliver to the Township reasonably satisfactory proof of the following: 1) it no longer operates or has any financial interest in the Project; 2) the assignee's written assumption of this Agreement; and 3) unless the Financial Security remains in effect, substitute Financial Security reasonably acceptable to the Township pursuant to this Agreement. Thereafter, Portside shall be released and discharged from all obligations under this Agreement.

#### 10. FUTURE OBLIGATIONS.

The Parties acknowledge and agree that (a) appropriation of funds by the Township is a governmental function that the Township cannot commit itself in advance to perform; (b) the Township's obligations under this Agreement will not constitute a general obligation of the Township; and (c) the Township's obligations under this Agreement will not constitute either a pledge of the full faith and credit or the taxing power of the Township.

### 11. MISCELLANEOUS.

- a) Conflicts. In the event of a conflict between the Permit as supplemented by this Agreement, the Agreement shall control.
- b) Amendment. Neither this Agreement nor any provision of this Agreement can be modified or waived in any way, except by an agreement in writing signed by each of the Parties.
- c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures will be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.
- d) Choice of Law. This Agreement is to be governed by the laws of the State of Michigan, and any dispute, claims of breach of this Agreement, and/or any other claims arising out of this Agreement shall be litigated, if at all, before Judge Michael West or his successor in the Circuit Court of St. Clair County, Michigan. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by registered mail or in any other manner permitted by applicable law and consents to the jurisdiction of Judge Michael West or his successor in the Circuit Court of St. Clair County, Michigan.

- e) Severability. Any provision of this Agreement held to be void or unenforceable will not affect the validity of its remaining provision.
- f) Negotiated Agreement. This Agreement results from negotiations between the parties, and the rule of construction that a contract is to be construed against its drafters is not applicable.
- g) Requirements of Law. Notwithstanding the provisions in this Agreement and the Permit, and the Decommissioning Plan, a requirement of law not expressly waived utilizing proper procedure shall govern.
- h) Interpretation. An ambiguity in this Agreement and the Permit, or the Decommissioning Plan, shall be construed to require the Project Properties to be restored to the condition stated in the Decommissioning Plan which is incorporated into this Agreement
- i) No Waiver. The failure on the part of the Township and/or Portside to exercise, or delay in exercising, or its partial exercise, of any right, power or remedy shall not operate as a waiver thereof or any form of election. The Township's undertaking of the Decommissioning Obligations in whole or in part shall not obligate the Township in any way to continue or finish the decommissioning of the Project, nor shall it release Portside from any liability related to the Decommissioning Obligations to the extent of the Financial Security as provided by this Agreement, provided however, that Portside and/or the Authorized Financial Institution shall have no liability for the Township's negligent and/or intentional acts and/or omissions in undertaking of the Decommissioning Obligations which result in added costs to Portside to complete the Decommissioning Obligations.
- j) Authority. Each undersigned certifies that they have the authority to bind the respective parties hereto.

Signature Page Is The Next Page.

# Signature Page to Decommissioning Agreement

The Parties have executed this Agreement as of the Effective Date.

FORT GRATIOT TOWNSHIP	PORTSIDE SOLAR, LLC		
Ву:	Ву: Де/		
, Supervisor	Paul Harris , Authorized Officer		
Date:	Date: November 6, 2024		

# Exhibit 1 PROJECT PROPERTY

# James R. Palmateer

Parcel ID: 74-20-006-1002-010

Legal Description: The East ½ of the Northwest Fractional ¼, Section 6, Town 7 North, Range 17 East, in the Township of Fort Gratiot, St. Clair County, Michigan.

# Parcel ID: 74-20-006-2001-100

Legal Description: Land in the Northeast 1/4 of Section 6, Town 7 North, Range 17 East, Fort Gratiot Township, St Clair County, Michigan described as: Beginning at a point distant South 88 degrees 00 minutes East 669.5 feet from the North 1/4 corner of said Section 6; thence continuing South 88 degrees 00 minutes East 165 0 feet along the North line of said Section 6; thence South 02 degrees 16 minutes 20 seconds West 500.00 feet; thence North 88 degrees 00 minutes West 310.0 feet; thence South 02 degrees 08 minutes West 2260.82 feet; thence North 86 degrees 25 minutes 42 seconds West 530.0 feet along the East and West 1/4 line to the interior corner of said Section 6; thence North 02 degrees 16 minutes 20 seconds East 1519.31 feet along the North and South 1/4 line of said Section 6; thence South 88 degrees 00 minutes East 365.00 feet; thence North 02 degrees 57 minutes East 975.46 feet; thence South 72 degrees 00 minutes East 306.00 feet; thence North 02 degrees 00 minutes East 336.0 feet to the point of beginning.

# Parcel ID: 74-20-006-2001-000

Legal Description: Land in the Northeast Fractional 1/4 of Section 6, Town 7 North, Range 17 East, Fort Gratiot Township, St. Clair County, Michigan described as Beginning at the North 1/4 of Section 6; thence South 88 degrees 00 minutes East 303 feet along the North line of Section 6; thence South 20.0 feet; thence South 15 Degrees 00 minutes East 245 feet; thence South 02 degrees 57 minutes West 975.46 feet; thence North 88 degrees 00 minutes West 365.00 feet; thence North 02 degrees 16 minutes 20 seconds East 1227.0 feet along the North and South 1/4 line to the point of beginning.

# Parcel ID: 74-20-008-1003-000

Legal Description: Beginning at the West ¼ corner; thence North 00 degrees 12 minutes 30 seconds West 35 feet; thence South 89 degrees 23 minutes East 1624 feet, thence North 00 degrees 12 minutes 30 seconds West 592.35 feet; thence South 89 degrees 23 minutes East 119 feet; thence North 00 degrees 12 minutes 30 seconds West 252.35 feet; thence South 89 degrees 23 minutes East 2193.36 feet; thence South 00 degrees 2 minutes 16 seconds East 896.2 feet; thence North 89 degrees 8 minutes 33 seconds West 1312.03 feet; thence South 00 degrees 1 minutes 17 seconds East 1320.97 feet; thence North 89 degrees 8 minutes 32 seconds West 1303.55 feet; thence North 00 degrees 2 minutes 56 seconds East 660 feet; thence South 89 degrees 8 minutes 32 seconds East 326 feet; thence North 0 degrees 2 minutes 56 seconds East 530 feet; thence North 89 degrees 8 minutes 32 seconds West 1646 feet; thence North 00 degrees

2 minutes 56 seconds East 130.93 feet to the point of beginning. Section 8, Town 7 North Ranger 17 East, Fort Gratiot Township, St. Clair County, Michigan.

# James W. Reid and Pamela M. Reid

Parcel ID: 74-20-006-4001-400

Legal Description: Part of the North half of the Southwest Fractional quarter of Section 6, Town 7 North, Range 17 East, Fort Gratiot Township, St. Clair County, Michigan, described as beginning at a point on the East West quarter line that is South 89 degrees 57 minutes 14 seconds East 1,985.85 feet from the West quarter corner of said Section 6: Thence continuing South 89 degrees 57 minutes 14 seconds East 333.47 feet; Thence South 01 degrees 26 minutes 49 seconds East 1,324.63 feet; Thence along the South line of said North half of the Southwest Fractional quarter, West 333.46 feet; Thence North 01 degrees 26 minutes 49 seconds West 1,324.90 feet to the point of beginning.

#### Lewis Land LLC

Parcel ID: 74-20-006-4005-000

Legal Description: The Southwest 1/4 of the Southwest 1/4, Section 6, Town 7 North, Range 17 East; Fort Gratiot Township, St. Clair County, Michigan.

Parcel ID: 74-20-006-4004-000

Legal Description: The Southeast 1/4 of the Southwest 1/4, Except that part lying North and West of a line beginning on the centerline of Cole Road, 1656.4 feet East of West section line; thence South 1 degree 23 minutes East 581 feet; West 150 feet; South 1 degree 23 minutes East 56 feet and North 42 degrees 11 minutes West 275.5 feet, Section 6, Town 7 North, Range 17 East, Fort Gratiot Township, County of St. Clair, State of Michigan.

Parcel ID: 74-20-006-3012-000

Legal Description: The Southwest 1/4 of the Southeast 1/4, Section 6, Town 7 North, Range 17 East, Fort Gratiot Township, County of St. Clair, State of Michigan.

Parcel ID: 74-20-007-1001-000

Legal Description: West 1/2 of Northwest 1/4 except South 330 feet of West 660 feet and except beginning North 0 degrees 16 minutes 55 seconds East 330 feet from West 1/4 corner, thence North 0 degrees 16 minutes 55 seconds East 22 feet, thence North 89 degrees 59 minutes 55 seconds East 252.96 feet; thence South 0 degrees 16 minutes 55 seconds West 28 feet, thence North 88 degrees 38 minutes 30 seconds West 253 feet to beginning, Section 7, Town 7 North, Range 17 East, 74.85 acres, Fort Gratiot Township, St. Clair County, Michigan.

Parcel ID: 74-20-007-1004-000

Legal Description: South 1/3 of East 1/2 of Northwest 1/4, Section 7, Town 7 North, Range 17 East, 26.66 acres, Fort Gratiot Township, St. Clair County, Michigan.

# Ted E. Furness and Cynthia A. Furness

Parcel ID: 74-20-007-1003-000

Legal Description: The middle 1/3 of Northeast 1/4 and middle 1/3 of East 1/2 of Northwest 1/4, Section 7, more commonly referred to as the East 80 acres of the North 1/2 of the South 2/3 of the North 1/2, Section 7, Town 7 North, Range 17 East, excepting therefrom, the following parcel: Commencing at the Northeast corner of said Section 7; thence proceeding South West 948.32 feet along the East line of said Section 7 to the Point of Beginning of this description; thence North 90 degrees West 210 feet; thence South West 414.86 feet; thence South 90 degrees East 210 feet to the East line of said Section 7; thence North East 414.86 feet along the East line of said Section 7 to the point of beginning. Also, the East 1/2 of the following: The North 1/3 part of the Northeast 1/4 and the North 1/3 part of the East 1/2 of the Northwest 1/4, Section 7, Town 7 North, Range 17 East, excepting the North 164 feet of the East 217.8 feet, and also excepting the South 200 feet of the East 387 feet except the West 177 feet of the North 70 feet.

#### Parcel ID: 74-20-008-1002-000

Legal Description: The West 60 acres of the North 1/3 of the West 3/4 of the North 1/2 of Section 8, Town 7 North, Range 17 East, excepting therefrom the North 11 1/2 rods of the West 10 1/2 rods thereof and except the South 388.93 feet of the West 280 feet thereof.

# Parcel ID: 74-20-008-1006-500

Legal Description: Commencing at the West quarter corner of Section 8; thence North 0°12'30" West 1,144.03 feet along the West section line; thence South 89°22'00" East 200.00 feet to the Point of beginning; thence continuing South 89°22'00" East 628.91 feet; thence South 264.33 feet; thence South 89°22'00" East 1,234.87 feet; thence North 01°04'00" East 372.75 feet; thence North 88°08'30" West 212.14 feet; thence North 4°16'30" West 246.87 feet; thence North 89°22'00" West 764.99 feet; thence South 0°12'30" East 219.10 feet; thence North 89°22'00" West 876.59 feet; thence South 0°12'30" East 139.85 feet to the point of the beginning of this description, containing 17.26 acres more or less.

### Parcel ID: 74-20-008-2013-000

Legal Description: The South 1/2 of the North 2/3 of the West 3/4 of the North 1/2 except the South 264.33 feet of the West 824 feet thereof and except the West 200 feet of the North 150 feet of the South 1,433.88 feet of the Northwest 1/4 of Section 8, except the following: A parcel of land in Section 8 described as: Commencing at the West quarter corner of Section 8; thence North 0 degrees 12 minutes 30 seconds West 1,144.03 feet along the West section line; thence South 89 degrees 22 minutes 00 seconds East 200.00 feet to the Point of Beginning; thence

continuing South 89 degrees 22 minutes 00 seconds East 628.91 feet; thence South 264.33 feet; thence South 89 degrees 22 minutes 00 seconds East 1,234.87 feet; thence North 01 degrees 04 minutes 00 second East 372.75 feet; thence North 88 degrees 08 minutes 30 seconds West 212.14 feet; thence North 4 degrees 16 minutes 30 seconds West 246.87 feet; thence North 89 degrees 22 minutes 00 seconds West 764.99 feet; thence South 0 degrees 12 minutes 30 seconds East 219.10 feet; thence North 89 degrees 22 minutes 00 West 876.59 feet; thence South 0 degrees 12 minutes 30 seconds East 139.85 feet to the point of beginning of this description.

#### Parcel ID: 74-20-005-4003-000

Legal Description: The West Half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 5, Town 7 North, Range 17 East, being 20 acres more or less.

# Peters Brothers, LLC

Parcel ID: 74-20-017-2001-001

Legal Description:

Tract 1: The West 1/2 of the West 1/2 of Northeast 1/4 of Section 17, Town 7 North, Range 17 East.

Tract 2: A part of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 17: Commencing at the Northeast corner of Section 17, Town 7 North, Range 17 East; thence West 1639.20 feet along the North line of Section 17 to the Point of Beginning of this description; thence continuing West 330.00 feet along the section line; thence South 0 degrees 24 minutes East 1321.00 feet along an old fence line; thence East 330.00 feet; thence North 0 degrees 24 minutes West 1321.00 feet to the point of beginning.

And a part of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 17: Commencing at the Northeast corner of Section 17, Town 7 North, Range 17 East; thence West 1313.23 feet along the North line of Section 17 to the Point of Beginning of this description; thence continuing West 325.97 feet along the section line; thence South 0 degrees 24 minutes East 1321.00 feet; thence East 324.75 feet; thence North 0 degrees 20 minutes 50 seconds West 1321.00 feet to the point of beginning.

Known for tax purposes only as: The North 20 acres of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 17, Town 7 North, Range 17 East.

Tract 3: A parcel of land in and being part of the East 1/2 of the Northeast 1/4 of Section 17, Town 7 North, Range 17 East described as: Beginning at a point on the East line of said Section 17, distance North 03 degrees 35 minutes 09 seconds West 1312.61 feet from its East 1/4 corner; thence South 86 degrees 43 minutes 47 seconds West 1307.56 feet; thence North 03 degrees 37 minutes 59 seconds West 1332.01 feet to the North line of said Section 17; thence North 86

degrees 43 minutes 42 seconds East 1308.66 feet to the Northeast corner of said Section 17; thence South 03 degrees 35 minutes 09 seconds East 1332.03 feet to the point of beginning.

Tracts 1, 2, and 3 - Now Known As: A parcel of land being the West 1/2 of the West 1/2 of the Northeast 1/4; the North 20 Acres of the East 1/2 of the West 1/2 of said Northeast 1/4 and part of the East 1/2 of the Northeast 1/4, all situated in Section 17, Town 7 North, Range 17 East, Fort Gratiot Township, St. Clair County, Michigan and said parcel is completely and particularly described as: Beginning at the Northeast corner of said Section 17; thence South 03 degrees 35 minutes 09 seconds East 1332.03 feet along its East line; thence South 86 degrees 43 minutes 47 seconds West 1961.34 feet; thence South 03 degrees 39 minutes 23 seconds East 1311.60 feet; thence South 86 degrees 45 minutes 34 seconds West 653.24 feet to the center post of said Section 17; thence North 03 degrees 40 minutes 48 seconds West 2643.25 feet to its North 1/4 corner; thence North 86 degrees 43 minutes 42 seconds East 2617.32 feet to the point of beginning.

Parcel ID: 74-20-008-3001-000

Legal Description: The West 1/2 of the Southeast 1/4 of Section 8, Town 7 North, Range 17 East, Fort Gratiot Township, St. Clair County, Michigan.

4870-8103-1667 v1 [77216-44]

# Exhibit 2 DECOMISSIONING PLAN



Projecta	Parata laur	Engineen	⊋ ಕೆಕಿಗಿತ್∂
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#### OPINION OF PROBABLE COST - PV PLANT DECOMISSIONING - SAT

The Portside Solar Project is a proposed 100 Megawast (MW) to an electric generating facility using ground mounted photocolast panels. The vest majority of the site is currently in agricultural use impost of it farmed in row chaps. At the end of the stoject slife, the land will be reals medito reengage farming activities to the extent practicable and acceptable to the landowner. The post on of the project located in Fort Gratiot Township 57, Clair County, Michigan, will have a generating capacity of approximately 75.4 MW. The project substation and point of interconnection is not located within Fort Gratiot Township and this paper will use the project substation and the search excluded from this est mate.

In a pain on of probable costs to based on the engineer sile periance in the design and constitution of energy facilities and are subject to final engineering. In a paintern of also passes on our experience suppositing the construction of PV prants and supervising the demoks on of other non-PV facilities. Costs are estimated with best practices at today's values. The total opinion of probable costs for the project is approximately 5674,377. See Table 3: Opinion of Probable Cost - PV Plant Decomplissioning for a detailed prospective project.

This opinion assumes a third-party contractor, experienced in the construction and decorm associate of PV facilities will lead the effort. The reported costs include union labor, permitting, materials, taxes, insurance, transport costs, equipment rental, definations of contractor appears, tabor costs have been estimated using regional labor rates and labor efficiences from the Bureau of Cabor Statistics.

This opin an of cost has been oplis between plant disassemely liste restores on, and salvage, which reflects the overall deterministicating stocess. The PVID and will first be disassembled, with all above and below grace components removed. This includes all puried cables, concults, and foundations. Costo for disassembly are overall less than thors grace components removed by includes all puried cables, a need to be removed ay hand to restant the nestings value, the racks, buried cables, and congrete cap be removed ay machine to increase efficiency it is assumed that concrete, gravel, and fiber optic cable do not have salvage value and will be a popose off a tell Congruptication are assumed to have salvage value and can be sold at market prices. The tests it assumes that concrete gravel and probable Cost - PV Plant Decommissioning for a detailed preaddown of the analysts. Methodology for disassembly of the PV systems can be found. Tables 1.

It is expected that the enture site will be respected with hat we grasses and vegetation. Practing of trees, shrubs, and other woody regetation re-forestation; on either beautification is not included in the costs. It is assumed that multiting and stabligation of seeded areast will only be required where grasse reads or constrate foundations were removed. The remainder of site will already be regetated and dispatentially activities will not a gnificantly obstation are regetation. Seeding in those areas is included as a procedulinary measure. Restoration of the site will occur when the sold is any and be completed within 12 months after abandonment. The total costs for site restoration, the project is approximately \$230,487 See Table 2. Opinion of Probable Costs FMP and Decommissioning for a preakcown of Site Restoration Costs.

Any permissing-wide will be included as part of the decommissioning effort. Eros on and segiment control best management practices will be installed during decommissioning.

Salvage values have been estimated using publicly available data from into it/www.coraptronster.com. Inveners were prized at the rate for Complete Computers, which is lower than what could be estained if they were disconsibled on bits. Transformers were prized at 50% of the market rate for Sealed Unit Transformers. PV modules were assumed to have residual value as functioning units. They are prized assuming the power output degrades at 0.4% per year for 25 years, and 5% are proken during disassembly. The modules were assumed to have a market price of \$0.05%. Which is less than half of the projection for new modules made by the Department of Energy in year 25, it is assumed that module recycling with as \$50/module plus transportation cost to the nearest recycling facility. Oue to uncertainty of the salvage market in 25 years, the salvage value in the decommissioning summary have been reduced to 1/8 then original value.

Inflation was not included in this estimate. In the exent that inflation is included, it will be projected based on the Producer Price Indices for Final Damand Construction, from Steel Scrap, and Copper Sate Scrap. PPI is a more appropriate measure than CPI as it is assested to the specific commodity. Detailed assumptions and the total opinion of foot for decommissioning a provided on the next pheets. The total tablegy value for the project is approximately \$3,950 228. See Table 2: Opinion of Probable Cost - PV Plant Decommissioning.

This coin on of probable costs is based on the engineer's experience in the design and construction of cherry facilities and are subject to final engineering. The engineer acceptano liability for errors, omissions or the accuracy and acceptany of this opinion. It is a violation of state law for any person, an easthey are acting under direction of a secured professional engineer to after this document in any way. Portaide Solar, LLC will provide the township security in the form of either surety bond, irrevocable letter of credit, or cath capacit before construction. A review of the amount of the performance guarantee based on inflation, salvage value, and current removal costs will be provided every five years for the life of the project.



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TABLE ITE'H	L: PV PLANT ANTICIPATED DISASSEMBLY METHODS DISASSEMBLY I/ETHOD
PV Modules	riand Removal. Place modules face cown on pallets hape wire ends, tool down and transport via skitchateer to staging location. Assumed 5% breakage, salvage halve for enjoyating indicatory from the first.
-veners	Removal by grane and transpert via flat-bod to staging location. Assume no disassembly. Assumed savage value
ניפידי סוצר כ־ 1	Removal by transland transport we fat-bed to staging location. Assume no disastem by: Oil removal performed by strap facility. Assumed talkage yaite.
Racking firation	Stablishmy/machine. Cut legs and lower to ground level. Cut cross beams to spanner level. Cut cross beams to spanner level stable site and transports in dumb truck to staging least on. Assumed as wage value.
Racing Posts	Remove via postrouser and manaport sig dump truck to staging location. Assumed salvage value.
Racking Wiring	Disconnect PV connectors, our cable ties, and remove wires from cable tray. Transport walcump truck to staging area, Assumed salvage value.
Underground Cable	Excavate to capie depth at one end of trenen. Use tractor or backnow pull out all cables in common treneh, Cables are direct auried to complete excavation of trenenes is not required. Transport via dump truck to staging area. Assumed salvage value
Farce	Macrine roll fence fabric Remove posts via post-pulier and transport we dump truck to staging location. Assumed salvage value.
Concrete	Remove with excavator and jack hammer, Backfill and compact as needed. Transport via dump truck to staging area. Assumes offsize disposal.
Grave	Remove with skid steet with sweeper. Transport via dump trues to staging area. Assumed offsite disposal.
Officia Disposa	Assumed disposal at \$95/con or \$45/CY including tipping fee.
Re-Seeting	Re-seed using an ATV-pulled crill seeder, at Sibs bulk seed per sere of native graces. Stabilize and mulen on areas where sendrate or gravel was reproved only.
Pe-Gracing	Minor re-grading will be done to restore the site to pre-construction condition.
Erozion & Sediment Control	Install six fence around project perimeter, hastall cracking control at site entrance and replace once during disastemaly. Remove at end of disastemaly.



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13.0	General Conditions Buffer (Per MW Est)	75 MW	5	1.823	P.	157 454.
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19,Q	PV Transformer(s) (3.6 MVA)	21	5	20,122		NAME OF TAXABLE PARTY.
0.0	Back of Frame (Single Axis)	6,187,769 (.81	H	0.05		590,562.
3.0	Hacking Posts	3.236 210 LB1	忙	0.03		300,309.
70	Tracker Motors	113,042 [8]	15-	0.45		162,310 22,423
23.0	Control Pane's	01.93	+-		-	કદ ને દેશ.
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8/30/2024

Date

Jared H ELL PE Director - Power & Stergy (346) 310-3107 LIBER 5771 - PAGE 226 Page 64 of 73

# Exhibit 3

# MDARD PARCEL

• Parcel ID: 74200071001000

• Parcel ID: 74200071004000

# Exhibit 4 LETTER OF CREDIT

# Draft Of Standby Letter of Credit

THIS SPECIMEN IS FOR DISCUSSION PURPOSES ONLY. IT IS PROVIDED AT YOUR REQUEST AND WITHOUT OBLIGATION ON OUR PART, WHETHER OR NOT WE HAVE ASSISTED IN PREPARING IT. THIS SPECIMEN IS NOT TO BE CONSTRUED AS EVIDENCE OF COMMITMENT ON OUR PART TO ISSUE SUCH A LETTER OF CREDIT NOW OR IN THE FUTURE.

PLEASE CONTACT INTERNATIONAL CUSTOMER SERVICE IMMEDIATELY AT (614)480-4685 SHOULD YOU HAVE ANY QUESTIONS OR COMMENTS.

Irrevocable Standby Letter of Credit Reference Number (To Be Determined) Issued: (To Be Determined)

Beneficiary: Charter Township of Fort Gratiot

3720 Keewahdin Road Fort Gratiot, Michigan

48059

Applicant: Portside Solar, LLC

320 N. Sangamon Street, Ste 1025

Chicago, Illinois 60607

Issue Date: (TBD)

Expiration Date: (ONE YEAR FROM ISSUANCE)

Amount: USD 674, 377.00

Our Reference: (TBD)

#### Ladies and Gentlemen:

We hereby issue this irrevocable Standby Letter of Credit, with reference number (TBD) ("Standby Letter of Credit"), in favor of Charter Township of Fort Gratiot Michigan ("Beneficiary"), at the request and for the account of Portside Solar LLC, a Delaware limited liability company ("Applicant"), in the maximum amount of USD 674,377.00 (Six Hundred Seventy-Four Thousand Three Hundred Seventy-Seven and 00/100 United States Dollars).

We undertake to the Beneficiary to honor the Beneficiary's demand for payment of an amount available under this Standby Letter of Credit, upon presentation of a demand for payment, signed by an authorized signer of the Beneficiary, in the form of the Demand for Payment attached as Exhibit A, together with the original of this Standby Letter of Credit, at the following place for presentation: [TBD].

Presentation may be made by hand in person, via delivery by overnight courier or by registered or certified mail, postage prepaid, return receipt requested. Such Demand for Payment must include a certification on behalf of the Beneficiary that (a) the Applicant under the Standby Letter of Credit is obligated to pay the Beneficiary the entire amount demanded, pursuant to the Decommissioning Agreement between Beneficiary and Applicant dated [TBD] ("Decommissioning Agreement"); (b) the amount demanded is the amount due and unpaid by the Applicant to the Beneficiary under the Decommissioning Agreement; (c) the Applicant has defaulted on the obligation to complete the decommissioning required under the Decommissioning Agreement; and (d) the proceeds from this Demand for Payment will be

used to satisfy the above-identified obligations without any excess proceeds. We undertake no duty to inquire into the validity of or basis for any drawing by the Beneficiary.

The expiration date of this Standby Letter of Credit is [TBD]. This Standby Letter of Credit is not assignable or transferable. This Standby Letter of Credit cannot be modified or cancelled without the prior written consent of both the undersigned (TBD Bank) and the Beneficiary.

We undertake to make payment to the Beneficiary under this Standby Letter of Credit within seven business days of receipt by us of a properly presented Demand for Payment as set forth above. The Beneficiary shall receive payment from us by wire transfer to a bank account of the Beneficiary, as described in the Demand for Payment.

Partial and multiple drawings are permitted under this Standby Letter of Credit. The aggregate amount available under this Standby Letter of Credit at any time shall be the face amount of this Standby Letter of Credit, less the aggregate amount of any and all partial drawings previously paid to the Beneficiary at such time.

This Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce ("ISP98"). This Letter of Credit shall be deemed to be a contract made under the laws of Michigan and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Michigan, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Michigan.

Sincerely,

Chicago, Illinois 60607

Charter Township of Fort Gratiot

Beneficiary:

Authorized Signature					
EXHIBIT A					
FORM OF DEMAND FOR PAYMENT					
Date:	Irrevocable	Standby 1	Letter of	Credit	Reference
Issuer: [TBD]					
Applicant: Portside Solar, LLC 320 N. Sangamon Street, Ste 10	)25				

3720 Keewahdin RoadFort Gratiot, Michigan 48059

This Demand for Payment is presented by Charter Township of Fort Gratiot, the Beneficiary under the Irrevocable Standby Letter of Credit with reference number ("Standby Letter of Credit"), for the amount of \$ which constitutes a [full/partial] payment of the funds available to the Beneficiary under the Standby Letter of Credit.

Under this Demand for Payment, the Beneficiary certifies that:

(a) the Applicant under the Standby Letter of Credit is obligated to pay the Beneficiary the amount demanded, pursuant to the Decommissioning Agreement between Beneficiary and Applicant dated (TBD) ("Decommissioning Agreement"; (b) the amount demanded is due and unpaid under the Decommissioning Agreement; (c) the Applicant has defaulted on the obligation to complete the decommissioning as required under the Decommissioning Agreement; and (d) the proceeds from this Demand for Payment will be used to satisfy the above-identified obligations.

The Beneficiary requests that the amount demanded hereunder be transferred to the Beneficiary by wire transfer, to the following bank account of the Beneficiary:

CHARTE	R TOWNSHIP OF Fort Grat	—` tiot			
By:					
Name: Its:					
当意古奇为为:	******	****	********	***********	*******
Above 1	Draft LC reviewed and	approved by A	Applicant		
PRINTE	D NAME	-			
SIGNAT	URE	Management of the Control of the Con			
***	****	*****			

# EXHIBIT D

HOST COMMUNITY AGREEMENT

#### HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "Agreement") is entered into between the Township of Fort Gratiot, a Michigan municipality located in St. Clair County (the "Township"), and Portside Solar, LLC, a Delaware limited liability company, of 320 North Sangamon Street, #1025, Chicago, Illinois 60607 ("Portside") (each individually a "Party"; collectively, the "Parties").

#### RECITALS

- The Township is a host community to a proposed 75-megawatt ("MW") solar energy facility ("Solar Project") to be partially located within the Township's boundaries, as further described in the Consent Judgment in St. Clair County Circuit Court Case No. 24-000048-AA between the Township and Portside dated \_\_\_\_\_\_\_\_
- 2. Portside is willing to, as limited by this Agreement and in a manner consistent with Public Act 233 of 2023, pay to the Township \$2,000 per megawatt of nameplate capacity located within the Township ("Impact Fee"), which Impact Fee shall be used as determined by the Township for police, fire, public safety, or other infrastructure allowable by law which is designed or reasonably calculated to mitigate any potential impact from the Solar Project.

#### AGREEMENT

In consideration of the foregoing recitals, which are incorporated into and made a part of this Agreement, and the mutual undertakings and benefits accruing to the parties hereunder and in conformity with applicable law, the parties hereto covenant and agree as follows:

#### I. EFFECTIVE DATE

This Agreement shall take effect on the last date executed by both the Township and Portside.

#### II. IMPACT FEE

Within 30 days of commencement of operation of the Solar Project, Portside shall pay to the Township an Impact Fee of \$2,000 per megawatt of nameplate capacity located within the Township.

### III. ELIGIBLE EXPENDITURES AND PAYMENT

- A. Impact Fee. The total amount of the Impact Fee shall not exceed \$150,000.
- B. <u>Eligible Expenditures</u>. The Impact Fee shall be used as determined by the Township for police, fire, public safety, or other infrastructure allowable by law which is designed or reasonably calculated to mitigate any potential impact from the Solar Project.

C. Good Faith. In consideration of the mutual promises hereunder, the Township shall cooperate with and provide all reasonable assistance to Portside in obtaining and maintaining all permits, licenses, and other approvals required for the continuous operation of the Solar Project under applicable law and this Agreement.

#### IV. OTHER CONDITIONS

- A. <u>Waiver</u>. The waiver of either Party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- B. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter and there are no other representations, promises or agreements, oral or written, expressed or implied, between the Parties hereto with respect to this Agreement.
- C. <u>Amendments.</u> This Agreement may not be amended, changed, modified or altered without written approval of the Parties hereto.
- D. <u>Assignment.</u> This Agreement shall be binding and inure to the benefit and burden of the Parties and their respective successors and assigns. Portside may assign its rights and obligations under this Agreement: (a) for financing purposes; or (b) to a person or entity acquiring a controlling interest in all or substantially all of the assets of the Solar Project which agrees to be bound by all terms and conditions of this Agreement. Portside shall provide the Township written notice of such assignment thirty (30) days following any such assignment. Thereafter, Portside shall be released and discharged from all obligations under this Agreement.
- E. No Joint Ventures. Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any other relationship between the Parties. This Agreement is made and entered into for the sole protection and benefit of the Parties, and no other Party shall have any right to any cause of action arising from this Agreement.
- F. <u>Parties.</u> This Agreement shall be enforceable only by the Parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement and no other person shall have the right to enforce any provision contained herein.
- G. Governing Law. This Agreement shall be construed in all respects in accordance with the laws of the State of Michigan.
- H. Anti-Corruption Compliance. Each Party shall comply with all laws, regulations, rules, and policies concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended, and the anti-bribery

and anti-corruption laws and regulations of those jurisdictions in which either party operates or performs services.

- I. Counterparts. This Agreement may be executed in counterparts, and each such counterpart shall constitute an original and all such counterparts shall constitute one and the same instrument.
- J. Authority. Each undersigned certifies that they have the authority to bind the respective Parties hereto.

Signature Page Is The Next Page.

# Signature Page to Host Community Agreement

The Parties have executed this Agreement as of the Effective Date.

FORT GRATIOT TOWNSHIP	PORTSIDE SOLAR, LLC		
By:, Supervisor	By: Paul Harris , Authorized Officer		
Date:	Date: November 6, 2024		
4854-3357-3619 v1 [77216-45]			