

EASEMENT

Recording Requested by:

And when recorded mail to:

James Dumas, COO
Solect Energy Development, LLC
89 Hayden Rowe
Hopkinton, MA 01748

EASEMENT

This EASEMENT (the “Easement”) is made and entered into as of _____, 2020 by City of Somerville, a public municipality, having an office at 93 Highland Avenue, Somerville, MA 02143 (“Grantor”) and Solect Energy Development, LLC, a Massachusetts limited liability company with offices at 89 Hayden Rowe Street, Hopkinton, MA 01748 (“Grantee”).

W I T N E S S E T H:

1. Grantor is the owner of that certain parcel of land described in a deed recorded in the _____ County Registry of Deeds in Book _____, Page _____ or Registry District of the Land Court in Certificate of Title _____ (the "Property").
2. Pursuant to that certain Power Purchase Agreement dated as of _____ between Grantor and Grantee, (the “PPA”), Grantor hereby grants to Grantee an easement (the “Easement”) to access and/or use a certain portion of the Property (said portion being the "Premises " as more particularly described on Attachment 1 attached hereto to construct, install, own, operate, maintain and, where applicable, remove, a solar photovoltaic system (the “System”) located on the Premises. Terms used herein which are defined in the PPA shall have meanings provided in the PPA.
3. The Easement includes all attendant privileges, uses, rights and interests and is subject to the conditions, restrictions and limitations set forth in the PPA.
4. The term of the Easement expires (20) years and ninety (90) days after the System to be constructed achieves Commercial Operation, as defined in the PPA, which term shall be automatically extended by a term equal to any PPA extension; provided, however, in the event of an earlier termination of the PPA, the term of the Easement shall expire on the date that is ninety (90) days after the termination of the PPA. An affidavit signed by either Grantor or Grantee, or either of their respective successors and/or assigns, attesting to the expiration of the PPA shall be sufficient evidence of the termination of this Easement, but shall not relieve such person of any liability for wrongful filing of such affidavit.
5. The respective rights, remedies and obligations of Grantor and Grantee, with respect to this Easement shall be fixed, determined and governed solely by the terms of the PPA. The Parties hereto have executed and delivered this Easement for the purpose of giving notice of the Easement to third parties. For a statement of the rights, privileges, remedies and obligations created under and by the PPA and of the terms, covenants and conditions therein, reference should be made to the PPA.
6. The terms, covenants and provisions of the PPA, which terms, covenants and provisions are incorporated herein by reference, shall extend to and be binding upon the respective legal representatives, successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date first written above.

GRANTOR: City of Somerville

By: _____

Name: _____

Title: _____

Notarizations to Easement

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as an individual.

_____ (official signature and seal of notary)

My commission expires: _____

GRANTEE: Solect Energy Development, LLC

By: _____

Name: _____

Title: _____

Notarizations to Easement

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as an individual.

_____ (official signature and seal of notary)

My commission expires: _____

Attachment 1

DESCRIPTION OF SITE AND PREMISES

Somerville High School
81 Highland Avenue Somerville, Massachusetts 02143

The land and improvements thereon known as and numbered Somerville High School, 81 Highland Avenue, Somerville, MA 02143 and more particularly described as the lot of land identified as “City of Somerville, Total Area = 568,209+/- SF, Remainder = 568,209+/- SF” on the plan of land titled “Land Acquisition Plan, Somerville, MA, Middlesex County” by Bryant Associates dated August 20, 2019 for the Massachusetts Bay Transportation Authority recorded with the Middlesex South Registry of Deeds as Plan 56 of 2020 (the “Plan”).

Note 2 of the Plan states “There is no deed reference available for the locus which is also known as Central Hill Area.”

The Premises and the Access Areas shall mean the Site. Locations where solar equipment will be installed and accessed including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Site depicted in Site Plan below. The Project will be combined and connected to Host’s existing main electric equipment, interconnected to the utility network behind the existing utility meter.

