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Certified, Filed and/or Recorded on:

12/08/2021 12:13:35 PM

RECORDING FEE

46.00

Kimberly S. Savageau, Recorder

Office Of County Recorder

Clay County, MN

DRAFTED BY AND UPON RECORDING RETURN TO:

Spring Prairie Solar, LLC

c/o Nexamp Solar, LLC

101 Summer Street, 2nd Floor

Boston, MA 02110

72325160.1

27.004.0401

ACCESS AND UTILITY EASEMENT AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AGREEMENT (this “**Agreement**”), is dated October 6, 2021 (the “**Effective Date**”), by and between by and between Marilyn J. Fuchs as Trustee of the Marilyn J. Fuchs Revocable Living Trust under agreement dated June 12, 2012 (hereinafter “**Grantor**”), and Spring Prairie Solar, LLC, a Delaware limited liability company (hereinafter “**Grantee**”).

RECITALS

A. Grantor is the owner in fee of certain real property located in the County of Clay, State of Minnesota, more particularly described on **Exhibit A** attached hereto (the “**Grantor Property**”).

B. Grantee is engaged in the development of solar energy generation projects and plans to construct one such project (the “**Project**”) on all or a portion of the Grantor Property, which Project land is located at 14873 90th Avenue N., Spring Prairie Township, City of Glyndon, Clay County, Minnesota and contains approximately 32.86 acres (the “**Leased Premises**”). Grantee has entered into that certain Ground Lease for the Leased Premises dated August 20, 2019, a Memorandum of which was recorded on September 24, 2019 as Document Number 793825, as affected by Assignment of Ground Lease between Nexamp Solar, LLC and Spring Prairie Solar, LLC, dated August 25, 2021 and recorded _____, 2021 as Document Number **823828**, as affected by Amendment No. 1 to Ground Lease dated October 6, 2021 and recorded _____, 2021 as Document No. **823829**, all in the Office of the County Recorder of Clay County, Minnesota (the “**Lease**”), as may be amended from time to time.

C. Grantor has agreed to grant to Grantee certain easements and rights over, across, under, to, and through the Grantor Property for the location of electric utility lines and an access road for the installation, maintenance, replacement and repair of such lines all on and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, for One Dollar and other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, and its successors and assigns, a nonexclusive, appurtenant easement and right-of-way over, across, under, and through the portion of the Grantor Property as described or as depicted on **Exhibit B** attached hereto (the “**Easement Area**”), at all times on a 24-hours-a-day, 7-days-a-week basis, for access, ingress, egress and utility purposes (the “**Easement**”) for the benefit of Grantee and the Lease Area as defined in the Lease.

2. Rights of Grantee.

(a) Grantee shall have the right of vehicular and pedestrian access, ingress, and egress (including but not limited to trucks and construction equipment) upon, over, under across and through the Easement Area together with the right to install, construct, operate, maintain, repair, replace, improve, and remove a gravel road (“**Access Road**”) located within the Easement Area.

(b) Grantee shall have the right to install, operate, maintain, repair, replace, improve, and remove within the Easement Area utility infrastructure, including without limitation, underground and/or overhead distribution, collection and transmission lines, underground and/or overhead control, communications and radio relay systems and telecommunications equipment and lines, interconnection and/or switching facilities, circuit breakers, transformers, poles, crossarms, guy lines and anchors, and any related equipment (the “**Utility Infrastructure**”).

(c) Grantee shall have the right (but not the obligation) to trim, clear and remove trees and other vegetation in the Easement Area or that encroaches thereon.

(d) Grantee shall have the right (but not the obligation) to stabilize the ground under the Easement Area.

(e) All rights granted to Grantee hereunder shall be exercisable at any time and from time to time by Grantee, its employees, contractors, agents, and representatives, and any public utility provider and their successors and assigns (collectively, “**Grantee Parties**”).

3. Removal of Improvements. Grantee shall complete the removal of any Utility Infrastructure installed by Grantee and repair damage caused to the Grantor Property by the installation or removal of the Utility Infrastructure installed by Grantee (“**Utility Infrastructure Removal**”) by the date that is one hundred-eighty (180) days after the termination or expiration of the Lease (the “**Removal Date**”). Such Utility Infrastructure Removal shall be at Grantee’s sole expense. In the event Grantee fails to complete the Utility Infrastructure Removal by the Removal Date, Grantor shall provide written notice to Grantee (the “**Abandonment Notice**”). If Grantee fails to complete Utility Infrastructure Removal within sixty (60) days after receipt of the Abandonment Notice (“**Abandonment Period**”), Grantor shall have the right, at its option, in its sole discretion, to cause the completion of the Utility Infrastructure Removal by a qualified licensed contractor at Grantee’s cost and expense. Grantee shall have no obligation to remove the Access Road. Further, Grantee shall have no obligation to remove the utility infrastructure installed on the Easement Area during the Term by the Public Utility and belonging to a Public Utility (the “**Public Utility Infrastructure**”); however, Grantee will reasonably cooperate with the Grantor and the Public Utility to facilitate the removal of the Public Utility Infrastructure.

4. Term. The “**Term**” of this Agreement shall commence on the Effective Date and shall continue until the later of the Removal Date or the expiration of the Abandonment Period.

5. Representations and Warranties.

(a) Grantor represents and warrants to Grantee that Grantor has full power and authority to execute and deliver this Agreement and to grant the Easement and the rights granted hereunder and has good and indefeasible fee simple title to the Grantor Property. All persons having any ownership interest in the Grantor Property are signing this Agreement as Grantor. When signed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms.

(b) Grantor represents and warrants that there are no mortgages, easements, leases, rights of way, liens, security interests, mechanic's liens or any other encumbrances encumbering all or any portion of the Grantor Property that could interfere with Grantee's operations on the Grantor Property.

6. Non-Disturbance.

(a) After the date hereof, Grantor may grant a mortgage on all or part of its interest in the Grantor Property, provided any such mortgage shall be subordinate to this Agreement.

(b) Grantor shall not allow any encumbrances against the Grantor Property other than those expressly permitted pursuant to this Agreement (such encumbrances being the "**Permitted Encumbrances**").

7. No Interference. Grantor covenants and agrees not to erect or permit the location or erection of any gate, building or other structures or permit any trees or bushes to be planted within the Easement Area. Grantor retains the right to use the Grantor Property, including the Easement Area, for all purposes not inconsistent with, and which will not interfere with, the rights granted to Grantee in this Agreement.

8. Insurance.

(a) Each party shall maintain appropriate insurance for its respective interests in, and activities on, the Easement Area, and shall provide certificates of insurance to the other Party evidencing such coverage promptly following any request.

9. Indemnification.

(a) Grantee agrees to indemnify, defend and hold harmless Grantor from and against any and all claims, losses or expenses incurred, including reasonable attorney's fees, for personal injury or property damage arising out of or related to Grantee, its employees', contractors' or agents' negligence or willful misconduct, except to the extent caused by the negligence or willful misconduct of Grantor or its employees, contractors, or agents. Nothing herein shall be construed to impose on the Grantee any liability for indirect, consequential, punitive or other special damages. The provisions of this section shall survive the termination or expiration of this Agreement.

(b) Grantor agrees to indemnify, defend and hold harmless Grantee from and against any and all claims, losses or expenses incurred, including reasonable attorney's fees, for personal injury or property damage arising out of or related to Grantor, its employees', contractors' or agents' negligence or willful misconduct, except to the extent caused by the negligence or willful misconduct of Grantor or its employees, contractors or agents. Nothing herein shall be construed to impose on the Grantor any liability for indirect, consequential, punitive or other special damages. The provisions of this section shall survive the termination or expiration of this Agreement.

10. Grantor Cooperation. Grantor shall assist and cooperate with Grantee, at no out-of-pocket cost or expense to Grantor, in Grantee's obtaining any land use permits and approvals, interconnection and building, development and construction permits, environmental impact reviews, consents or any other approvals required for the financing, construction, interconnection, installation, replacement, relocation, maintenance, operation or removal of the Utility Infrastructure and/or Access Road, including execution of applications for such approvals. Such cooperation shall include assisting with any reasonable effort by Grantee to cure, correct or otherwise remove or mitigate defects, liens encumbrances or other matters that may affect the title to the Easement Area. Grantor consents to and authorizes Grantee to sign and file any land use permits and approvals, building permits, development permits, construction permits, subdivision and platting permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance,

operation or removal of the Access Road and/or Utility Infrastructure (collectively the “**Permits**”) on Grantor behalf.

11. Ownership of Utility Infrastructure. All equipment and structures included within the Utility Infrastructure shall be personal property and not real property, and title to the Utility Infrastructure shall be in Grantee or its mortgagees and assigns. Neither Grantor nor anyone claiming through Grantor shall have the right to file liens on the Utility Infrastructure, or Grantee’s easement interest in the Grantor Property, except to the extent that a default under the terms of this Agreement exists and remains uncured after any notice and cure period required herein.

12. Eminent Domain. If at any time all or any portion of the Easement Area granted herein shall be taken or threatened to be taken through condemnation, any party hereto who has the benefit of any such easement granted herein which is taken or threatened to be taken, shall have the right to participate in and represent their own interest in any condemnation proceedings affecting such easements and the condemnation award shall be allocated as determined pursuant to the condemnation proceeding.

13. Specific Performance. Each party hereto confirms that damages at law will be an inadequate remedy for a breach or threatened breach of any of the provisions hereof. Therefore, the specific rights and the obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, if so elected by Grantor, Grantee or their respective successors or assigns. It is the intention of the parties by this provision to make clear that the parties agree that the rights and the obligations of Grantor and Grantee hereunder will be enforceable in equity as well as at law or otherwise.

14. Assignment:

(a) This Agreement shall be freely assignable by Grantee without the consent of Grantor. Any assignment shall not terminate this Agreement. The Assignor under any such assignment hereunder shall be released from obligations and liabilities accruing after the date such obligations and liabilities are assumed by the assignee. In addition, Grantee shall have the right, at any time and from time to time without the consent of Grantor, to grant sub-easements, licenses, or to otherwise apportion or divide, in whatever manner Grantee deems desirable, the Easement and/or rights granted to Grantee by this Agreement, in whole or in part, to others; provided however, any such use shall be subject to the terms and conditions set forth in this Agreement.

(b) If required by a public utility provider (“**Public Utility**”), Grantor shall grant to such Public Utility an exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Public Utility electrical distribution system. Grantor’s grant under this Section 14(b) shall commence on the Effective Date and continue through the Term, unless otherwise required by the Public Utility.

15. Covenants Run with Land. The parties agree that the Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

16. Legal Description. Grantee may, in its sole discretion, amend the Easement Area as necessary to effect Grantee’s rights under this Agreement by having a revised legal description(s) prepared, and executing and delivering an amendment to this Agreement setting forth the revised legal description(s) as a replacement to **Exhibit B** hereto, and Grantor shall execute such amendment without additional consideration or compensation.

17. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company, or personal delivery to the address of Grantor or Grantee, as set forth above. Notices shall be deemed given upon delivery or refusal to accept delivery. A party may update their address by written notice in accordance with this Agreement.

18. Recording. Grantor agrees to sign any additional documents necessary for Grantee to record this Agreement in the real property records maintained in the Office of the County Recorder by the county of Clay, Minnesota.

19. No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY SHALL BE ENTITLED TO, AND EACH PARTY HEREBY WAIVES, ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

20. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without reference to choice of law provisions. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous communications between the parties concerning the subject matter hereof, whether written or oral.

21. Further Assurances. Each party, upon request of the other party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

22. Attorneys' Fees. The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

23. Successors and Assigns. This Agreement and the rights granted herein shall be binding on Grantor and its designees, successors, assigns, and shall inure to the benefit of Grantee and its designees, successors and assigns.

24. Partial Invalidity. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be part of this Agreement, provided, however, that the parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause.

25. No Waiver. The waiver or failure to enforce any breach or violation of any covenant herein contained shall not be deemed a waiver or abandonment of such covenant, or waiver of the right to enforce a subsequent breach or violation of such covenant.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date and year set forth above.

GRANTOR:

The Marilyn J. Fuchs Revocable Living Trust under agreement dated June 12, 2012

By: Marilyn J. Fuchs
Name: Marilyn J. Fuchs, Trustee

GRANTEE:

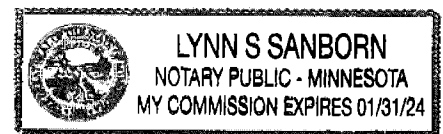
Spring Prairie Solar, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF Minnesota)
) ss.
COUNTY OF Becker)

The foregoing instrument was acknowledged before me this 27 day of Sept., 2021, by Marilyn J. Fuchs as Trustee of the Marilyn J. Fuchs Revocable Living Trust under agreement dated June 12, 2012.

Lynn S Sanborn
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ the _____ of Spring Prairie Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date and year set forth above.

GRANTOR:

**The Marilyn J. Fuchs Revocable Living Trust under
agreement dated June 12, 2012**

By: _____
Name: Marilyn J. Fuchs, Trustee

GRANTEE:

**Spring Prairie Solar, LLC, a
Delaware limited liability company**

By: _____
Name: CHRIS CLARK
Title: SVP

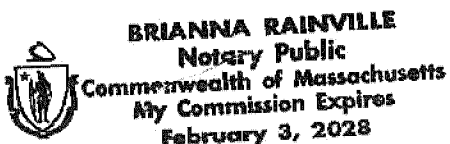
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Marilyn J. Fuchs as Trustee of the Marilyn J. Fuchs Revocable Living Trust under agreement dated June 12, 2012.

Notary Public

Massachusetts
STATE OF ~~MINNESOTA~~)
) ss.
Suffolk
COUNTY OF ~~HENNEPIN~~)

The foregoing instrument was acknowledged before me this 6th day of October, 2021, by Chris Clark the SVP of Spring Prairie Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Brianna Rainville
Notary Public

EXHIBIT "A"

GRANTOR PROPERTY

Government Lot One (1) of Section Four (4), Township One Hundred Forty (140) North, Range Forty-six (46) West of the Fifth Principal Meridian, Clay County, Minnesota, less that part thereof located within the following described tract: A tract of land lying in Clay County, Minnesota, described as follows: Beginning on the East boundary line of Section Four (4) Township One Hundred Forty (140) North, Range Forty-six (46) West of the Fifth Principal Meridian, and 1039 feet South of the NE corner of said Section; thence South on said East boundary line of said Section a distance of 2023 feet; thence West and on a line parallel to the South boundary line of said Section line a distance of 1300 feet; thence Northerly on a line a distance of 2070 feet, ending at a point where said North line intersects with a line that commences at the beginning point described above and is extended Westerly on a line parallel to the North boundary line of said Section a distance of 1386 feet; thence East on the said intersection line to the point of beginning.

EXHIBIT "B"

EASEMENT AREA

THAT PART OF THE GOVERNMENT LOT 1 OF SECTION 4, TOWNSHIP 140 NORTH, RANGE 46 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN SPRING PRAIRIE TOWNSHIP, CLAY COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE N88°44'34"W 915.42 FEET ALONG THE NORTH LINE OF SAID SECTION 4; THENCE S00°00'00"E 72.20 FEET TO THE SOUTH LINE OF 90TH AVENUE NORTH FOR A POINT OF BEGINNING; THENCE CONTINUING S00°00'00"E 269.26 FEET; THENCE N89°59'28"W 62.08 FEET; THENCE N45°00'00"W 63.48 FEET; THENCE N90°00'00"W 146.60 FEET; THENCE N00°00'00"E 44.00 FEET; THENCE N90°00'00"E 146.60 FEET; THENCE N45°00'00"E 84.86 FEET; THENCE N00°00'00"W 113.72 FEET; THENCE N44°17'14"W 10.95 FEET TO SAID SOUTH LINE OF 90TH AVENUE NORTH; THENCE S88°44'34"E 54.62 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

DEPICTION OF EASEMENT AREA

[Attached]

SPRING PRAIRIE SOLAR, LLC
GOVERNMENT LOT 1 OF SECTION 4, TOWNSHIP 140 NORTH, RANGE 46
WEST OF THE FIFTH PRINCIPAL MERIDIAN, CLAY COUNTY, MINNESOTA



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