

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

TPE ME WH02, LLC
c/o TPE Development, LLC
3720 S. Dahlia Street
Denver, CO 80237

ACCESS, UTILITIES AND COMMUNICATIONS EASEMENT

This Access, Utilities and Communications Easement (this "Easement"), dated as of the ____ day of _____, 2020, is granted by Laurence A. Clark and Kathryn S. Clark, husband and wife, with an address of 56 Pine Tree Lane, Denmark ME 04022 ("Grantor") to TPE ME WH02, LLC, a Delaware limited liability company, with an address of 3720 S. Dahlia Street, Denver CO 80237 ("Grantee"), with reference to real property owned by Grantor located in Windham, Cumberland County, Maine, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

R E C I T A L S :

A. Grantor, as Landlord, and Grantee, as Tenant, are parties to that certain Ground Lease dated _____, 202__ (the "Lease"), with respect to a portion of the Property, as more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (the "Leased Premises"). A Memorandum of Lease was recorded on _____, 202__, in Book _____, Page _____, of the Cumberland County, Maine Registry of Deeds.

B. Pursuant to the terms and conditions of the Lease, Grantee has the right to exclusively use the Leased Premises for the development, construction, operation and maintenance of a solar-powered electric generation facility and associated uses necessary or ancillary thereto (the "Facility").

C. Grantee has deemed it necessary to obtain an easement over a portion of the Property as shown and described in Exhibit "C" attached hereto and incorporated herein by reference, for the benefit of the Facility (the "Easement Area") .

D. Grantor desires to grant, and Grantee desires to obtain, this Easement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor covenants as follows:

1. Grant of Easement; Easement Area.

a. Access. Grantor hereby grants unto Grantee, its successors, assigns, lessees, an irrevocable, non-exclusive easement, for vehicular and pedestrian ingress to or egress from the Facility, over, across and along the Easement Area, by means of roads or lanes thereon. The grant of easement herein shall include the right to enter upon the Easement Area to survey for and locate roads and lanes, as the case may be.

b. Utilities and Communications. Grantor hereby grants unto Grantee, its successors, assigns, lessees, a non-exclusive easement for the construction, installation, maintenance, use, operation, replacement, relocation or removal of electric utility infrastructure including, but not limited to, a line or lines of poles, with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communications purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, wires, cables on, and for the Facility (said poles, wires, cables and facilities are herein collectively called the "Distribution and Communications Facilities") on, over, across and under the Easement Area, and for vehicular and pedestrian ingress to or egress from the Distribution and Communications Facilities, over, across and along the Easement Area by means of roads and lanes thereon.

2. Prior Encumbrances. This Easement is subject to existing rights of way across any part of the Easement Area heretofore granted to the Town of Windham for the benefit of the public. Said Easement Area includes an existing right of way known as Old Swett Road or Old Range Road. This Easement shall not impair the prior encumbrance for ingress and egress, and the Town of Windham hereby acknowledges the contemplated use herein and consents the same.

3. Lateral Support. Grantee shall have and exercise the right of subjacent and lateral support to whatever is necessary for the operation and maintenance of the Distribution and Communications Facilities (e.g., including without limitation guy wires and supports). Grantor expressly covenants that Grantor shall not take any action which would impair the lateral or subjacent support for the Distribution and Communications Facilities (e.g., including without limitation guy wires and supports).

4. Further Documentation. Grantor agrees to execute and deliver, without any additional consideration, any additional documents which are prepared by Grantee, in order to correct the legal description of the Property to conform to any subsequent survey descriptions of the Property, the Leased Premises or the Easement Area.

5. Use by Grantee. Grantee shall not allow acts upon the Easement Area that will conflict with the rights of the public granted by the Town of Windham. Grantee and its successors or assigns in the Facility shall have the right from time to time, to cut down, trim, remove and keep cut all trees and brush, upon the Easement Area, which might, in the sole and exclusive judgment of Grantee, its successors or assign, at any time interfere with, or be liable to interfere with, or fall upon, the Facility. In addition, Grantee and its successors or assigns in the Facility shall have the right from time to time to (i) perform limited grading and (ii) plant and mow any vegetation upon the Easement Area.

6. Indemnification. Grantee shall indemnify Grantor for all damages and claims against Grantor caused by Grantee's negligent use of this Easement, provided, however, that Grantee shall not be liable for any damages to Grantor arising out of or related to Grantee's lawful enforcement of its rights under this Easement. Grantor shall indemnify Grantee for all damages and claims against Grantee caused by Grantor's negligent use and exercise of this Easement, provided, however, that Grantor shall not be liable for any damages to Grantee arising out of, or related to, Grantor's lawful enforcement of its rights under this Easement.

7. Runs With The Land. This Easement shall run with the land and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective successors, assigns, heirs, personal representatives, or tenants, or persons claiming through them.

8. Assignability. Grantee (or any successor or assign), in its sole discretion and without further action by Grantor, shall have the right to assign or convey all or any portion of its rights pursuant to this Easement to an assignee or tenant on either an exclusive or a nonexclusive basis.

9. Term. This Easement shall last throughout the term of the Lease and all renewals or continuations thereof and this Easement shall not terminate until the final termination of the Decommissioning Period (as defined in the Lease).

10. Legal Enforcement. This Easement shall be governed by and interpreted in accordance with the laws of the State of Maine, and the parties shall be entitled to all available judicial and non-judicial remedies for enforcement of its rights, including, but not limited to,

restraining orders and preliminary or permanent injunctions. The parties agree to first attempt to settle any dispute arising out of or in connection with this Easement by good-faith negotiation. Should any provision of this Easement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect. In this regards, the parties agree and acknowledge that the rights granted under this Easement are unique and irreplaceable, and that the failure of Grantor, its successors or assigns to perform under this Easement would result in damage to Grantee, its successor and assigns, that could not be adequately compensated by monetary award. The right and remedies granted in this Easement are cumulative, and the exercise of such rights or remedies shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Easement. Pursuit of any right or remedy provided for in this Easement shall not constitute a waiver of any other right or remedy. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this Easement, and forbearance to enforce one or more of the rights or remedies provided herein shall not be deemed or construed to constitute a waiver of such violation or of any other right or remedy provided for in this Easement.

11. Headings. Section headings herein are for convenience of reference only and shall have no effect upon the meaning or interpretation of the provisions.

(The remainder of this page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, the undersigned have caused this Easement to be duly executed as of the date and year first set forth herein.

GRANTOR:

Name: Laurence A. Clark

Name: Kathryn S. Clark

Date: _____

GRANTEE:

TPE ME WH02, LLC
a Delaware limited liability company

By: _____

Name: _____

Its: _____

Date: _____

Consent to the
Easement approved by
Town:

Town of Windham

By: _____

Name: _____

Its: _____

Date: _____

STATE OF MAINE)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maine that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

STATE OF _____)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

STATE OF MAINE)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Property Description

Parcel I

A certain lot or parcel of land with any buildings thereon situated in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a marked pine tree on the line dividing the land now or formerly of Nathaniel H. Cobb and land now or formerly of Isaac Cobb, which pine tree is twenty-five (25) rods, more or less, on said dividing line southerly from a road formerly known as the road from Hall Staples to Joshua Hansons;

thence southerly by land now or formerly of said Nathaniel H. Cobb and land formerly of James and Oliver Winslow forty-six (46) rods fourteen (14) links, more or less, to a corner in said Winslow land;

thence westerly by said land now or formerly of Winslow to a road formerly known as the Swett Road;

thence by said road northerly to land now or formerly of Edmund Lord;

thence easterly by said Lord land and land of said Isaac Cobb to said pine tree and point of beginning.

Together with a right of way in common with the Grantor over a way now in use from said road from Hall Staples to Joshua Hansons to the above described lot.

Excepting herefrom so much from the above described parcel as was conveyed by Sarah M. Facto to Central Maine Power by deed dated April 9, 1959 and recorded in Cumberland County Registry of Deeds in Book 2467, Page 223.

EXCEPTING any portion of the above described property conveyed to Thomas M. Waters Jr. by deed recorded in the Cumberland County Registry of deeds in Book 13422, Page 51 and also CONVEYING any lands conveyed by by Thomas M. Waters Jr. to Laurence A. Clark et al. in Book 13422, Page 49 and depicted on Plan Book 197, Page 527.

Being a portion of the premises conveyed to Sarah M. Cobb, now Sara M. Facto, by Nathaniel H. Cobb by deed dated April 8, 1944 and recorded in said Registry of Deeds in Book 1743, Page 333.

Parcel II

A certain lot or parcel of land situated at Windham, in the County of Cumberland and State of Maine, and bounded on the North by land of N.H. Cobb; East by land of John Timmons; South by land of Rutherford Mann; West by Swett Road;

containing seventeen (17) acres, more or less.

Being the same premises conveyed to John W. Clark by Frank K. Atherton by warranty deed dated July 17, 1967 and recorded in the Cumberland County Registry of Deeds in Book 3003, Page 754.

EXCEPTING any portion of the above described property conveyed to Thomas M. Waters Jr. by deed recorded in the Cumberland County Registry of deeds in Book 13422, Page 45 and also CONVEYING any lands conveyed by Thomas M. Waters Jr. to Laurence A. Clark in Book 13422, Page 47 and depicted on Plan Book 197, Page 527.

Parcel III

A certain lot or parcel of land situated in the Town of Windham, and being located on the easterly side of the Swett Road, a public Town way, and the southwesterly side of an old road, bounded and described as follows:

Beginning at the junction of the old road and the Swett Road;

thence south and southeasterly along the Sweet Road a distance of fifteen hundred and thirty (1530) feet, more or less, to land now or formerly of Carroll J. Hawkes and a large oak tree and a rock;

thence northeasterly along the Hawkes land to the old road; thence north and northwesterly along the old road to the point of beginning;

containing sixteen (16) acres, more or less, and being a pie shaped parcel of land.

EXHIBIT B

Leased Premises

The Leased Premises is described as a portion of the following parcel in Windham, Cumberland County Maine, including any easements, rights-of-way, benefits, privileges, water rights, mineral rights, air rights, tenements, hereditaments, rights and interests appurtenant thereto or otherwise benefitting such property:

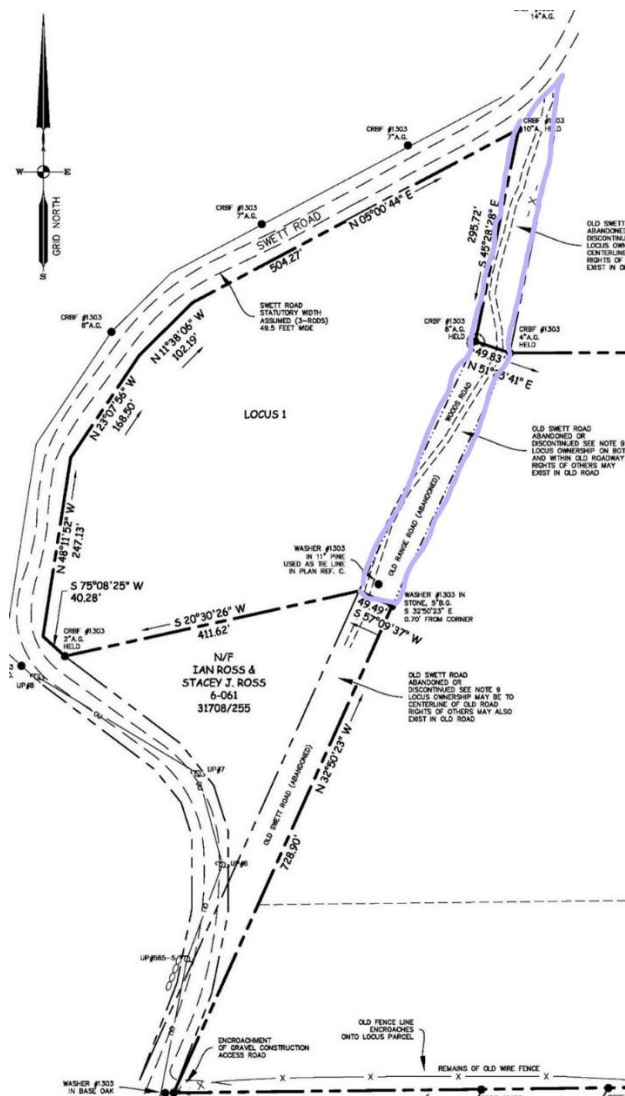
Portion of Map 6 Lot 60
0 Swett Road, Windham Maine

[legal description to be added at a later date]

Easement Area

The Easement Area is described as a portion of the following parcel in Windham, Cumberland County Maine, and shown in purple on the image below, including any easements, rights-of-way, benefits, privileges, water rights, mineral rights, air rights, tenements, hereditaments, rights and interests appurtenant thereto or otherwise benefitting such property:

Portion of Map 6 Lot 60
0 Swett Road, Windham Maine



[Image to be replaced with a legal description at a later date]