RECORD AND RETURN TO:	
	~ Recording Information Area ~

EASEMENT

This Easement ("<u>Easement</u>") is entered into by and between the **Town of Barnstable**, a Massachusetts municipal corporation, acting by and through its Town Manager, having a mailing address of 367 Main Street, Hyannis, Massachusetts 02601 ("<u>Grantor</u>" or the "<u>Town</u>" which expression includes its successors and assigns) and **Park City Wind LLC**, a Delaware limited liability company, having a mailing address 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210 ("<u>Grantee</u>" which expression includes its successors and assigns).

WHEREAS, Grantor hold interests in certain public ways located in the Town of Barnstable and known as Craigsville Beach Road, Main Street, Old Stage Road, and Shootflying Hill Road (collectively, the "Ways");

WHEREAS, Grantee proposes to construct a wind generating facility in federal waters south of Martha's Vineyard currently designated as BOEM lease area number OCS-A-0534 and leased by Grantee from the United States of America (Department of the Interior, Bureau of Ocean Energy Management), and to connect that facility via cables into state waters and eventually to one or more electrical sub-stations in the Town in order to connect to the regional electric grid (collectively, the "Project"). The cables consist of subsurface high voltage (115 kilovolt or greater) electric power transmission lines, along with associated subsurface appurtenances including but not limited to telecommunications lines, conduits, duct banks, bays and vaults, and together with surface appurtenances for access, including manholes and handholes (collectively, the "Transmission Lines");

WHEREAS, Grantor wishes to support the Project and has entered into that certain Second Host Community Agreement dated as of May 6, 2022, as amended by a First Amendment to the Second Host Community Agreement executed November 3, 2022 (as amended, the "Host Community Agreement"), the terms of which are incorporated herein by reference;

WHEREAS, pursuant to the Host Community Agreement, Grantor has agreed to provide Grantee with an exclusive easement through, under and on the Ways for the purpose of constructing, installing, inspecting, operating, maintaining, repairing and replacing, the Transmission Lines;

NOW THEREFORE, in consideration of payments by Grantee to Grantor and the mutual promises specified in the Host Community Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee, with quitclaim covenants, an exclusive subsurface right and easement (and a limited surface right and easement) through, under, and on certain areas of the Ways, (the "Easement Area" with the expected location of Easement Area generally depicted on the plans attached hereto as **Exhibit A**) for the purpose of constructing, installing, inspecting, operating, maintaining, repairing, and replacing the Transmission Lines for the Project, together with (i) the non-exclusive right and easement to pass and repass on the Ways by foot and with vehicles and equipment to carry out the provisions of this Easement, and (ii) a non-exclusive license through, under, and on areas of the Ways from time to time (the "Temporary License Areas") for the purpose of laydown, construction, maintenance, repair and/or replacement activities in connection with the Transmission Lines. The initial location of the Easement Area shall be determined by Grantee subject to Grantor's approval (which shall not be unreasonably withheld, conditioned, or delayed, consistent with the provisions of this paragraph and with Grantor's express cooperation obligations pursuant to Section 8(c) of the Host Community Agreement) prior to commencement of construction of the Transmission Lines, with such adjustments as may be required to accommodate field conditions encountered during construction, with the final location of the Easement Area be determined after completion of construction. The approximate locations of Temporary License Areas shall be determined by Grantee, from time to time, subject to Grantor's approval (which shall not be unreasonably withheld, conditioned, or delayed, consistent with the provisions of this paragraph and with Grantor's express cooperation obligations pursuant to Section 8(c) of the Host Community Agreement) prior to commencing construction, maintenance, repair and/or replacement activities in connection with the Transmission Lines. Grantee shall use reasonable efforts to minimize (i) the respective area of the Easement Area and the Temporary License Areas, and (ii) subject to the Host Community Agreement, the periods of time in which Grantee is actively utilizing the Temporary License Areas, in each case consistent with sound engineering practice, cost and/or safety considerations and regulatory requirements. Following mutual consultation, Grantee shall provide Grantor with such preliminary and final plans of the respective areas of the Easement Area and the Temporary License Areas for Grantor's approval, which approval Grantor shall not unreasonably withhold, condition, or delay, consistent with Grantor's express cooperation obligations pursuant to Section 8(c) of the Host Community Agreement. In determining whether Grantor's approval has been unreasonably withheld, conditioned or delayed for the purposes of this paragraph, the needs of Grantee to accommodate field conditions encountered during construction, sound engineering practices, cost and/or safety considerations, and regulatory requirements shall control. Upon completion of construction of the Transmission Lines and final determination of the Easement Area, Grantee shall record with the Registry of Deeds a survey specifying the Easement Area, and Grantor shall execute such instrument(s) as may be reasonably necessary to allow Grantee to record said survey. Except as expressly provided above, Grantor hereby reserves all surface rights in the Ways. Furthermore, Grantor shall have the right to laterally cross beneath the Easement Area to install, maintain, repair and replace, from time to time, pipes, cables, lines, conduits, and other appurtenances (collectively, the "Grantor Installations"), provided that (i) the Grantor Installations shall not interfere with the operation, maintenance, or repair of the Transmission Lines, (ii) the location and method of installation of Grantor's Installations shall be subject to Grantee's prior approval (which approval Grantee shall not unreasonably withhold, condition, or delay); and (iii) the Grantor Installations shall be at Grantor's sole risk and expense, and Grantor waives all right to assert that the Transmission Lines interfere with the operation of the Grantor Installations, except for Grantor's Installations that are located in the Ways on the effective date of this Easement.

- Grantee agrees to procure all required permits and approvals, and to coordinate construction schedules and construction plans for the Transmission Lines with the requisite Town departments in accordance with then existing Town policies, practices, and procedures. Grantee shall comply with the requirements of existing ordinances and regulations, and such future ordinances and regulations as may hereafter be adopted governing the construction of the Transmission Lines (provided such future ordinances and regulations shall not materially interfere with the construction and operation of the Transmission Lines), and with all provisions of said Host Community Agreement and such amendments thereto as may be made hereafter. Grantee shall perform all work to the requirements and satisfaction of the Department of Public Works or other such officer(s) as may be hereafter appointed by Grantor. Upon completion of any work pursuant to this Easement, Grantee shall reasonably restore the surface of all other portions of the Ways that are disturbed during the exercise of the construction, maintenance, repair and/or replacement of the Transmission Lines; provided that upon completion of construction, at Grantor's election, Grantee shall either repave the disturbed portions of the Ways or provide Grantor with funds sufficient to permit Grantor to repave such areas. Grantor and Grantee agree that no Ways shall be opened between Memorial Day and Labor Day and the Temporary License Areas shall not be used or occupied during such period, except for emergency maintenance or repairs and in accordance with existing ordinances and regulations.
- 3. Grantee shall be responsible, at its sole cost and expense and in its sole and absolute discretion, for maintenance and repair of the Transmission Lines. In no event shall Grantor have any obligation to install, construct, operate, inspect, maintain, repair, or replace the Transmission Lines. Grantee shall be responsible at its sole cost and expense for any repairs, replacement, or relocation of Grantor's Installations and connections to abutting properties, or the same of other public or private utility providers, existing in the Ways on the effective date of this Easement that are necessary due to damage or degradation materially caused by the Transmission Lines. As determined by Grantor, Grantee shall either undertake such repairs, replacements, or relocations or provide sufficient funding to Grantor to permit Grantor to accomplish the same.
- 4. Grantee hereby releases and agrees to indemnify, defend, and hold Grantor harmless from and against any and all losses, liabilities, costs, claims, suits, judgments, or damages (including reasonable attorney fees and reasonable court costs) suffered or incurred by Grantor in connection with the exercise by Grantee of the rights and easements granted herein.

- 5. Grantor acknowledges that the Transmission Lines are the personal property of Grantee and shall not become fixtures, and that Grantor has no right, title, or interest in the same.
- This Easement is for the exclusive use of Grantee and its successors and assigns only for the purposes of the installation, construction, operation, maintenance, repair, and replacement, from time to time, of the Transmission Lines (including duct bank capacity) intended for the transmission of power generated in connection with the Project. Grantee may assign this Easement to any entity (provided said entity agrees not utilize this Easement to transmit energy generated from facilities located within Nantucket Sound, as that area is defined in "Exhibit A" to the Host Community Agreement) that acquires the Project or, prior to its construction, the development rights thereto, and may grant mortgages, collateral assignments, or security interests in this Easement and the Transmission Lines in connection with the financing of the Project, and shall provide written notice to Grantor of any such assignment, mortgages, collateral assignments, or security interests. As a condition precedent to the validity of a transfer of any interest in this Easement to a third party, any heir, successor, or assign to this Easement shall accept in writing delivered to the Town before the transfer the rights of this Easement subject to all conditions upon which this Easement is granted, including the conditions of the Host Community Agreement. Without limiting or expanding the foregoing and solely for the avoidance of all doubt, this Easement does not authorize any use by any entity that generates energy from a location within Nantucket Sound (as such term is defined in the Host Community Agreement). The grant of this Easement is not and shall not be construed as a consent of the Town to an eminent domain taking of the easement lands pursuant to G.L. c. 164, § 72, or any other statute or regulation of similar import now or hereafter enacted.
- This Easement shall: (i) expire upon the expiration of BOEM lease OCS-A-0534 (or other comparable right to operate offshore wind turbines) to Grantee, including any existing or future extensions or renewals of the same; (ii) terminate if Grantee, or its successors or assigns, permanently cease to use the Easement Area for the Project; (iii) terminate if Grantee, or its successor or assigns, does not commence construction of the Project by December 15, 2026 (as evidenced by Grantee submitting an application to Grantor for a road opening/trench permit); (iv) be for the purpose of installing, constructing, inspecting, operating, maintaining, repairing and replacing, from time to time, the Transmission Lines for the Project (including any subsequent project of Grantee that would not transmit energy generated from facilities located within Nantucket Sound, and (v) not be utilized by Grantee to serve facilities that generate energy from within Nantucket Sound. Upon expiration, partial expiration, or earlier termination of this Easement, Grantee shall promptly deliver to Grantor a Notice of Termination suitable in form and content to Grantor for recording with the Registry of Deeds. If construction of the Project is not commenced by December 15, 2026 and Grantee does not deliver a Notice of Termination in suitable form and content to effectuate Paragraph 7(iii), Grantor may record a Notice of Termination at the Registry of Deeds. Upon expiration or termination of this Easement, the Transmission Lines shall remain the sole property and obligation of Grantee, unless Grantor agrees in writing to allow Grantee to abandon its Transmission Lines.
- 8. This Easement shall be held by Grantee and its successors and assigns as an easement in gross.

- 9. The obligations and benefits created pursuant to this Easement shall run with and bind the Ways. This Easement is binding on and inures to the benefit of Grantor and Grantee and their respective boards, board members, employees, directors, officers, agents, executors, administrators, personal representatives, successors, transferees, and assigns. The obligations of Grantee herein are binding on Grantee and its successors and assigns but only with respect to each Grantee's respective period of ownership of the Project.
- 10. No recourse shall be had by Grantee or Grantor against any officer, board member, employee or agent of the other party for personal responsibility on the part of such person with respect to performance of responsibilities under this Easement.
- 11. This Easement (including the terms and conditions of the Host Community Agreement) constitutes the Parties' entire agreement on this subject. There are no written or oral representations or understandings on this subject that are not fully expressed in either this Easement or the Host Community Agreement. No change, waiver, or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.
- 12. All notices which may or are required to be given hereunder shall be in writing and addressed as set forth below or as may be designated otherwise in writing by the recipient. Notices will be delivered by email and by certified mail, return receipt requested, and will be deemed delivered on the day of email delivery (subject to confirmation of receipt) or three (3) business days after deposit in the United States mail, whichever is earlier.

To the Town: Town Manager

Town of Barnstable 367 Main Street Hyannis, MA 02601 Attn: Mark S. Ells

Email: mark.ells@town.barnstable.ma.us

With a copy to: Town Attorney

Town of Barnstable 367 Main Street Hyannis, MA 02601

Attn: Karen L. Nober, Esq.

Email: karen.nober@town.barnstable.ma.us

To Grantee: Park City Wind LLC

ATTN: Contract Administration 2701 NW Vaughn Street, Suite 300

Portland, OR 97210

Email: contract.administration@avangrid.com

With a copy to: F

Foley Hoag LLP

155 Seaport Boulevard Boston, MA 02210

Attn: Adam Kahn, Esq. and Tad Heuer, Esq.

Email: akahn@foleyhoag.com and theuer@foleyhoag.com

- 13. If any part of this Easement is found to be unenforceable for any reason, all other portions nevertheless remain enforceable.
- 14. This Easement shall be construed and enforced under Massachusetts law, without respect to its choice of law rules.
- 15. This Easement, executed in duplicate originals, shall be effective as of the date written below.
- 16. If any dispute arises regarding the interpretation or application of this Easement, the parties will use reasonable efforts to resolve it amicably before commencing litigation. Any such litigation shall take place in state courts sitting in Barnstable County in the Commonwealth of Massachusetts.
- 17. Each person executing this Easement represents that he or she is authorized to execute the Easement on behalf of the party for whom he or she is executing it.
- 18. Pursuant to Massachusetts General Laws, Chapter 64D, Section 1, the recording of this instrument is not subject to any excise tax on deeds.

(remainder of page intentionally blank)

Executed as a sealed instrument on July 2, , 2024.

Grantor:

THE TOWN OF BARNSTABLE
Acting By and Through its TOWN MANAGER

Name: Mark S. Ells

Title: Town Manager

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

On this 2 day of ______, 2024, before me, the undersigned notary public, personally appeared Mark S. Ells, proved to me through satisfactory evidence of identification, which were personally Kniwn____, to be the person whose name is signed on the preceding document, and acknowledged to me that that he signed it voluntarily for its stated purpose as the Town Manager of the Town of Barnstable.

Notary Public

My Commission Expires:

Tracey L. Smith
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
March 3, 2028

Grantee:

PARK CITY WIND LLC

Name:

Title:

Kenneth Kimmell Chief Development orthon

PARK CITY WIND LLC

By: Name: Brino Henricas
Title: Albertes Representative

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss On this 25 day of 4, 2024, before me, the undersigned notary public, personally appeared Kennett Trimmel proved to me through satisfactory evidence of identification, which were MADC, to be the person whose name is signed on the preceding document, and acknowledged to me that (she)/(he) signed it voluntarily for its stated purpose as of Park City Wind LLC. A DIDE Willem Notary Public
My Commission Expires: Feb. 12, 2027 SUFFOLK, SS COMMONWEALTH OF MASSACHUSETTS On this 25th day of _______, 2024, before me, the undersigned notary public, personally appeared Bruno Nerructure woved to me through satisfactory evidence of identification, which were ______, to be the person whose name is signed on the preceding document, and acknowledged to me that (she)/(he) signed it voluntarily for its stated purpose as of Park City Wind LLC.

Notary Public My Commission Expires: Feb 12, 2027

EXHIBIT A

Easement Plan







NEW ENGLAND WIND 1 CONNECTOR UPLAND 275 kV TRANSMISSION CABLE DUCT BANK ROUTE

FEBRUARY 2024

PROJECT NUMBER: 2057305500

100% SUBMITTAL NOTES

GENERAL

- 1. THIS 100% FINAL DESIGN SUBMITTAL IS INTENDED FOR UTILITY AND EPC CONTRACTOR COORDINATION, TO PRESENT FINAL LEVEL DESIGN HORIZONTAL ALIGNMENT AND VERTICAL PROFILE GEOMETRY AND TO FINALIZE DESIGN DEVELOPMENT.
- THE DUCT BANK GEOMETRY IS SUBJECT TO CHANGE AS ADDITIONAL WATER RELOCATION DESIGN AND UTILITY COORDINATION IS DEVELOPED AND INCORPORATED INTO THIS DESIGN. TOWN OF BARNSTABLE SANITARY SEWER PROJECT, COMM WATER RELOCATION AND NATIONAL GRID COORDINATION IS ONGOING.

DUCT BANK

- 1. THE HORIZONTAL LOCATION OF THE DUCT BANK SHOWN ON THE PLANS IS BASED CONSTRUCTABILITY CLEARANCES AND RESULTS OF DUCT BANK THERMAL ANALYSIS ON ADJACENT SEWER AND WATER INFRASTRUCTURE. MINOR HORIZONTAL GEOMETRY CHANGES HAVE BEEN MADE TO THE 75% ALIGNMENT TO ACCOMMODATE PROPOSED SEWER, WATER MAIN AND DRAINAGE MODIFICATIONS.
- THE VERTICAL LOCATION OF THE DUCT BANK SHOWN ON THE PLANS IS BASED ON VERTICAL CLEARANCE REQUIREMENTS TO EXISTING UTILITY LOCATIONS OBTAINED WITH GROUND PENETRATING RADAR AND PROPOSED UTILITIES CURRENTLY UNDER DESIGN. SIGNIFICANT VERTICAL GEOMETRY CHANGES HAVE BEEN MADE TO REDUCE THE NUMBER OF CHANGES IN DUCT BANK SLOPE. VERTICAL CURVES HAVE BEEN ADDED TO THE PROFILE WHERE SLOPE CHANGES EXCEED ANTICIPATED PIPE JOINT DEFLECTION ALLOWANCES.
- THE VERTICAL AND HORIZONTAL LOCATION OF THE DUCT BANK IS SUBJECT TO CHANGE AS THE TOWN OF BARNSTABLE SANITARY SEWER DESIGN PROJECT AND COMM WATER MAIN REPLACEMENT DESIGNS ADVANCE.

<u>UTILITIES</u>

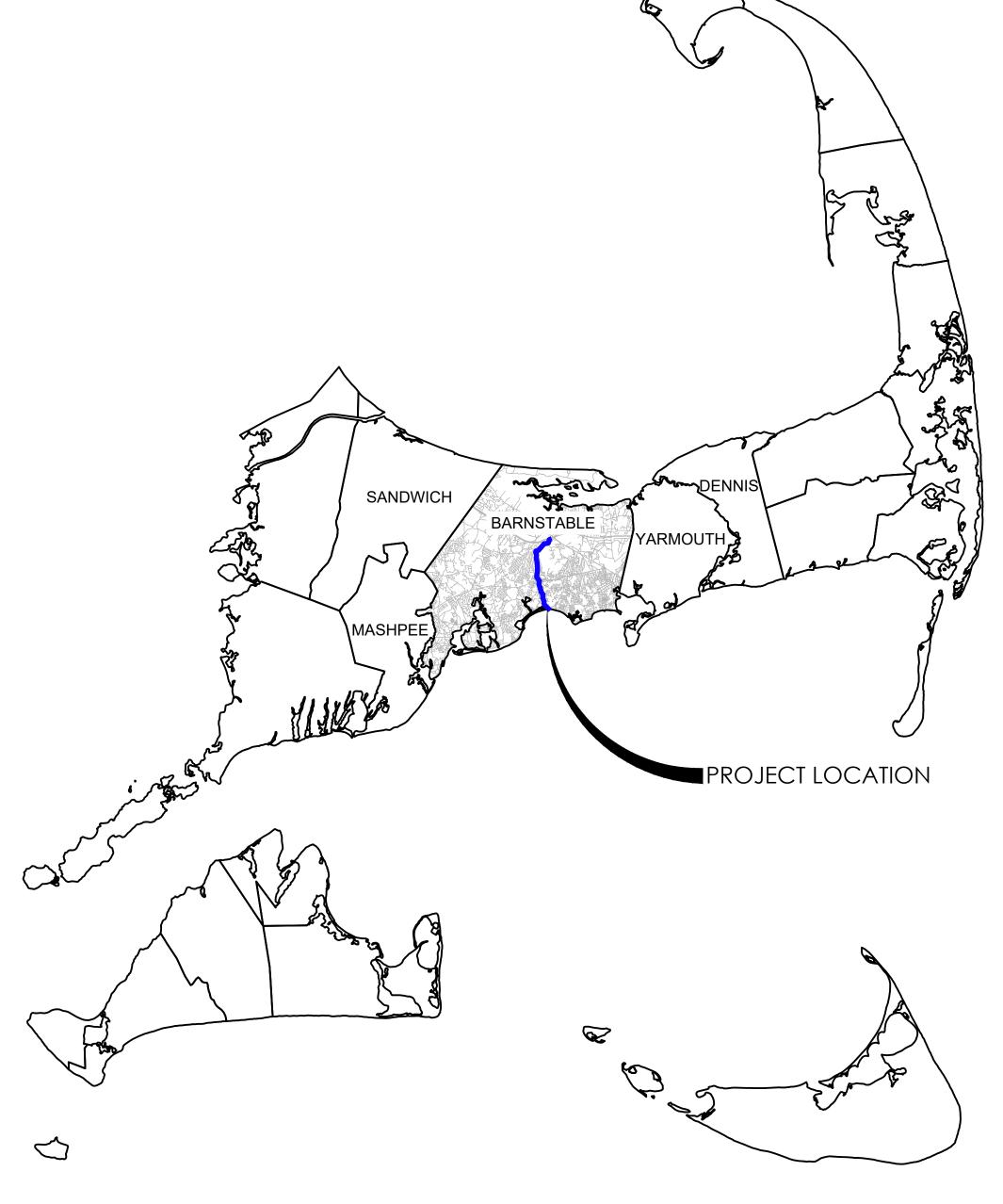
- 1. ADDITIONAL EXISTING DRAINAGE MODIFICATIONS AND ADDITIONAL PROPOSED INFILTRATION SYSTEMS HAVE BEEN ADDED TO THE 100% PLANS. FINAL COORDINATION ON DRAINAGE SCOPE OF WORK INCLUDED IN THIS SUBMITTAL IS ONGOING.
- LIMITS OF UTILITY RELOCATIONS FOR GAS AND WATER INFRASTRUCTURE ARE CONSIDERED PRELIMINARY AT THIS TIME, AS DESIGN COORDINATION IS ONGOING.
- COORDINATION WITH NATIONAL GRID IS ONGOING TO IDENTIFY FINAL DESIGN REQUIREMENTS IMPACTING THE LIMITS OF GAS RELOCATIONS TO MEET MINIMUM CLEARANCES (HORIZONTAL AND VERTICAL).

3 ---

1. A PORTION OF THE TOWN OF BARNSTABLE SANITARY SEWER PROJECT SHOW IN THIS SUBMITTAL, INCLUDING GRAVITY SEWER, FORCE MAINS, PUMP STATIONS AND ASSOCIATED UTILITY RELOCATIONS, IS SCHEDULED TO BE CONSTRUCTED PRIOR TO THE PARK CITY WIND DUCT BANK PROJECT. UNLESS OTHERWISE APPROVED BY THE TOWN. CONSTRUCTION COORDINATION WITH THE SEWER INFRASTRUCTURE SHOWN ON THE PLANS IS ONGOING AND SUBJECT TO CHANGE.

DUCT BANK INTERFACES

- INTERDISCIPLINARY DESIGN COORDINATION FOR THE JOINT BAYS, SPLICE VAULTS, CENTERVILLE RIVER MICROTUNNEL CROSSING AND SUBSTATION CONNECTIONS ARE IN PROGRESS. MICROTUNNEL, MICROTUNNEL TRANSITION, CIRCUIT SPECIFIC TRANSITION AND CONDUIT SPECIFIC STRUCTURE ENTRY AND EXIT GEOMETRY IS NOT PROVIDED IN THIS SUBMITTAL.
- 2. FINAL CIRCUIT AND CONDUIT INTERFACE GEOMETRY SHALL BE COORDINATED WITH THE EPC CABLE, MICROTUNNEL, LANDFALL TRANSITION JOINT BAY AND SUBSTATION
- 3. THE CENTERVILLE RIVER BY MICROTUNNEL IS INCLUDED IN THE CONSTRUCTION SCOPE AS A SEPARATE SCOPE OF WORK. MICROTUNNEL LOCATIONS AND ELEVATIONS SHOWN IN THIS PLAN SET ARE APPROXIMATE AND SUBJECT TO CHANGE. REFER TO DRAWING SET PCW-OCP-STC-DW-0005 FOR ADDITIONAL INFORMATION REGARDING THIS SCOPE OF WORK.
- 4. THE TRANSITION JOINT BAYS ARE INCLUDED IN THE CONSTRUCTION SCOPE OF WORK. JOINT BAY LOCATIONS AND ELEVATIONS SHOWN IN THIS PLAN SET ARE APPROXIMATE AND SUBJECT TO CHANGE. REFER TO DRAWING SET PCW-HDD-STC-DW-0004 FOR ADDITIONAL INFORMATION REGARDING THIS SCOPE OF WORK.
- 5. THE 275/345KV GIS SUBSTATION IS INCLUDED IN THE CONSTRUCTION SCOPE AS A SEPARATE SCOPE OF WORK. SUBSTATION DUCT BANK AND SPLICE VAULT LOCATIONS AND ELEVATIONS SHOWN IN THIS PLAN SET ARE APPROXIMATE AND SUBJECT TO CHANGE. REFER TO DRAWING SET PCW-OSP-STC-DW-0003 FOR ADDITIONAL INFORMATION REGARDING THIS SCOPE OF WORK.



LOCUS MAP

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J	2024-02-23	ISSUED FOR CLIENT REVIEW - 100%	IFCR	MDC	BMR	JDT
ı	2024-02-02	ISSUED FOR CABLE COORDINATION	IFCR	MDC	BMR	JDT
Н	2023-09-15	ISSUED FOR CLIENT REVIEW - 75%	IFCR	MDC	BMR	JDT
G	2023-02-03	ISSUED FOR CLIENT REVIEW - 50%	IFCR	MDC	BMR	JDT
REV.	DATE	REVISION DESCRIPTION	STATUS	DRAWN	CHKD	APPRVD

PRELIMINARY **NOT FOR** CONSTRUCTION

Not for permits, pricing or other official purposes. This document has not been completed or checked and is for general information or comment only.

300 CROWN COLONY DRIVE QUINCY, MASSACHUSETTS 02169 AVANGRID



NEW ENGLAND WIND 1 CONNECTOR UPLAND 275 kV TRANSMISSION CABLE DUCT BANK ROUTE

> COVER SHEET

ALL UNITS SHOWN ARE "ENGLISH

UNITS" (FEET AND INCHES)

10

PCW-OCP-STC-DW-0001 ANSI D AS SHOWN ___

