

GRANT OF EASEMENT FOR ELECTRIC TRANSMISSION LINE

THIS INDENTURE, made on the day _____ of _____, 20__, by and between the **CITY OF COLUMBIA, MISSOURI**, a municipal corporation of the County of Boone and the State of Missouri ("**Grantor**"), whose mailing address is Post Office Box 6015, Columbia, MO 65205, and **BOONE STEPHENS SOLAR I, LLC**, a Delaware limited liability company ("**Grantee**"), whose mailing address is 100 Brickstone Square, Suite 300, Andover, MA 01810;

WITNESSETH:

That the Grantor, in consideration of the sum of twenty-six thousand six hundred Dollars (\$26,600.00) paid by Grantee to Grantor no later than forty-five (45) days from the date of the last signatory of this document, do hereby grant unto said Grantee, its successors and assigns, a perpetual non-exclusive easement for the right, privilege, and authority to construct, operate, replace, repair, and maintain electric transmission lines, including, without limitation, (i) controls, distribution and collection facilities, transformers, interconnection and switching facilities, footings, towers, poles, crossarms, guy lines, anchors, conduit, fiber, cables and wires, (ii) overhead and underground communications, data and radio relay systems, including without limitation, controls, conduit, fiber, cables and wires, and (iii) any related improvements, facilities, structures, fixtures, appurtenances, appliances, machinery, materials and equipment including, without limitation, any temporary roads, bridges, culverts, erosion control facilities, and gates, as may be necessary to provide access to any of the foregoing (all of the foregoing, collectively, "**Facilities**"), over, under, across, and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to-wit:

[See attached Exhibit A – Legal Description]

This grant includes the right of the Grantee, its officers, agents, contractors and employees to enter upon said easement property at any time for the purpose of exercising any of the rights herein granted, and includes, also, (i) the right to trim, cut, chemically treat, and /or clear or remove, at any time from said easement property, trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of said Grantee, may endanger the safety of or interfere with the construction, operation and maintenance of said Grantee's Facilities; (ii) the right of ingress and egress to and from the herein described easement property over any of the adjoining lands of the Grantor for the purpose of exercising any of the rights herein granted.

Grantor agrees that it will not construct or place any building or structure, nor plant any trees or shrubs, on said easement property without the prior written approval of Grantee or permit any hazard or obstructions of any kind on said easement property which shall interfere with Grantee's

use of the easement property or the construction, placement, operation, and maintenance of Grantee's Facilities thereon; however, Grantor reserves unto itself the right to use and enjoy the surface and subsurface of the easement property for any purpose which, in the judgement of Grantee, shall not interfere with or prevent Grantee's use of the easement property or the construction, placement, operation, and maintenance of its Facilities thereon.

By accepting this grant of easement, Grantee agrees that: (A) upon completion of construction of the Project (*as defined below*), Grantee shall remove and dispose of all trash and litter resulting from construction and restore, to the extent reasonably practicable, the surface of the easement property to its condition as existed immediately prior to such construction, and (B) within twelve (12) months after Grantee has permanently ceased operations on the easement property, Grantee shall remove from said easement property any Facilities owned, installed or constructed by Grantee thereon, and restore, as nearly as reasonably possible to pre-existing conditions, all surfaces that have been disturbed by Grantee's exercise of rights under this easement, including the re-seeding of any disturbed areas; provided, however, that with regard to any Facilities located beneath the surface of the land (including footings and foundations), Grantee shall only be required to remove such Facilities to the extent such Facilities are buried at a depth less than the greater of (i) four (4) feet below the surface of the land or (ii) the depth at which removal is required by applicable law (if any); and Grantee shall have a continuing easement to enter the real property for such purpose during such twelve (12) month period. Any facilities not removed shall be deemed abandoned.

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their respective heirs, personal representatives, successors, and assigns.

The easement granted hereunder shall run with the land and shall be appurtenant to and run with and benefit the lands to be developed by Grantee as a current and future solar energy generation project commonly known as Boone Stephens Solar 1 Project in Boone County, State of Missouri (the "**Project**") and to Grantee's leasehold interest therein.

All of the Facilities, and any parts thereof, installed on the easement property shall remain the exclusive property of Grantee, unless otherwise abandoned as set forth herein.


The Grantor covenants that, subject to liens and encumbrances of record at the date of this easement, it is the true and lawful owner of the above-described real property and is lawfully seized of the same in fee simple and has good right and full powers to grant this easement.

[SIGNATURE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its City Manager, attested by its City Clerk, and its corporate seal hereto affixed, the day and year first above written.

CITY OF COLUMBIA, MISSOURI

[corporate seal]

By: _____
De'Carlton Seewood, City Manager 

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this _____ day of _____, 20__, before me appeared De'Carlton Seewood, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in Boone County, Missouri, the day and year first above written.

Notary Public

My term expires:

Grantee:

BOONE STEPHENS SOLAR I, LLC,
a Delaware limited liability company

By Brian Doherty

Name: Brian Doherty

Title: Authorized Representative

January 3, 2024

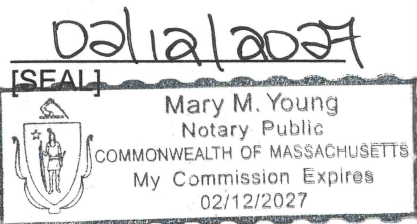
Address: 100 Brickstone Square, Suite 300,
Andover, Massachusetts 01810

STATE OF MA)
COUNTY OF Middlesex) ss.

Be it remembered that on this 3rd day of Jan., 2024 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brian Doherty, to me personally known, who being by me duly sworn did say that he is the Authorized Representative of Boone Stephens Solar I, LLC, a Delaware limited liability company, and that the within instrument was signed and delivered on behalf of said Boone Stephens Solar I, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

My Commission Expires:



Mary M. Young
Notary Public in and for said County and State

Print Name: MARY M. YOUNG

Exhibit A

DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY

