

EASEMENT DEED AND AGREEMENT

NOW COMES the **TOWN OF ALLENSTOWN**, a New Hampshire municipal corporation, having an address of 16 School Street, Allenstown, New Hampshire, (hereinafter "Grantor"), for consideration paid, grants to **NhSolarGarden.com, LLC**, a New Hampshire limited liability company, having an address of 43 Holmes Court, Portsmouth, New Hampshire, (hereinafter "Grantee"),

An easement over the rooftop of the fire station building located at One Ferry Street in the Town of Allenstown, County of Merrimack and State of New Hampshire (hereinafter "the Premises").

Grantee's use of the Easement shall be limited to installation, operation and maintenance of a solar energy generating facility (the "System") on the roof of the structure, and the installation and maintenance of any equipment necessary to connect the System to the electric system or electric meters on the Premises. Also conveyed is the right of access to the System which shall be as agreed upon by the parties.

Grantee shall, at its sole cost, risk, and expense, maintain the System and related equipment in good condition and repair in accordance with applicable contractor, subcontractor, and vendor warranties or guarantees, manufacturer's warranties, instruction and specifications, applicable requirements of insurance policies maintained by Grantor or Grantee with respect to the System, and the Solar Power Purchase Agreement (hereinafter "SPPA" on file at the Allentown Town Hall) between the Grantor and the Grantee. Grantee shall be responsible for

the removal of snow from the System that causes a loss of energy production and shall be responsible for removing any snow that accumulates more than 6 inches on the System.

As outlined in the SPPA, Grantee shall be responsible to procure, maintain, and pay the cost of: (i) worker's compensation and employer's liability insurance as may be required under applicable laws; (ii) general aggregate commercial liability insurance; (iii) excess umbrella coverage in the aggregate of \$1,000,000; (iv) Professional Liability coverage typical of Owners line of business and typical for Contracts associated with this project; (v) errors and omissions insurance for design and engineering work; and (vi) Builder's Risk insurance for the duration of construction.

Grantee will, at all times, protect, indemnify, save, defend, and hold harmless Grantor, including Grantor's officers, officials, employees and agents, from and against any and all liabilities, obligations, claims, damages, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which Grantor and/or its officers, officials, volunteers, employees, and agents may become obligated by reason of any bodily injury, personal injury, death of person, or loss of or damage to property, arising in connection with, or as a result of the installation or maintenance of the System, or as a result of the System, but only to the extent caused in whole or in part by any negligent or wrongful act or omission of Grantee and/or its officers, members, directors, employees, subcontractors, and/or agents, and only to the extent of the Grantee's insurance coverage.

The Easement herein conveyed, together with the obligations undertaken by the Grantee, by recording of this Deed, shall be binding upon the Grantor and Grantee and their heirs, successors and assigns.

This Easement is conditioned upon Grantee not occupying any other portions of Grantor's property outside of the Easement Area. This Easement shall terminate twenty (20) years from the date hereof, unless extended by mutual agreement of the Grantor and Grantee. The Easement may be terminated, at the option of the Grantor, if Grantee, fails to adhere to the terms of this Easement or the SPPA, the terms of which are hereby incorporated by reference.

Within 120 days of the termination of the Easement or the

SPPA, Grantee shall remove the System that is to be installed in the Easement Area, at no cost to the Grantor, and the Grantee shall return the Easement Area to its original condition, except for the removal of mounting pads or other permanently affixed support structures, the removal of which may compromise the Easement Area's water-proofing.

Meaning and intending to describe and convey an easement over a portion of the premises conveyed to the within Grantor by Deed of Allenstown Revitalization Association dated June 13, 2000 and recorded in the Merrimack County Registry of Deeds at Book 2209, Page 1598.

EXECUTED this _____ day of _____, 2016.

TOWN OF ALLENSTOWN

Witness

By:
Duly authorized

DRAFT

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, SS

On this ____ day of _____, 2016, before me personally appeared _____, duly authorized _____ of the Town of Allenstown, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
Printed Name: _____
My Commission Expires: _____

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