## **GRANT OF EASEMENT**

THIS AGREEMENT entered into this 20th day of July, 2016 by and between SUNNY TIME SOLAR, LLC and CATAMOUNT PROPERTIES, LLC, agree to the following easement:

WHEREAS, SUNNY TIME SOLAR LLC, a Maine limited liability company ("Grantee"), owns certain property on Hancock Street in the City of Portland, Cumberland County, Maine described in a deed dated June 17, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30742 Page 138 (the "Grantee Property");

WHEREAS, CATAMOUNT PROPERTIES LLC, a Maine limited liability company ("Grantor"), owns certain property on Hancock Street in the City of Portland, Cumberland County, Maine described in a deed dated October 21, 2001 and recorded in the Cumberland County Registry of Deeds in Book 16863 Page 140 (the "Grantor Property").

WHEREAS, Grantee intends to develop portions of the grantee property, which shall include the construction, use, maintenance and repair of buildings and other structures and related improvements (Grantee Project);

WHEREAS, in connection with the Grantee Project, Grantor desires to grant to Grantee certain easements for construction and maintenance over a five (5) foot wide portion of the Grantor Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties do hereby acknowledge,

CATAMONT PROPERTIES LLC, a Maine Limited Liability Company, with mailing address 30 Ledgewood Drive Falmouth, ME 04105 hereby GRANTS to SUNNY TIME SOLAR LLC, a Maine Limited Liability Company, with mailing address PO Box 15372 Portland, ME 04112, a five (5) foot wide portion of the Grantor Property, for the following purposes:

Grantee may access and utilize the easement area for lay down, staging and other purposes solely related to construction, maintenance, repair or replacement of buildings and related improvements to be constructed on the Grantee Property. Grantee shall not construct any permanent structures within the clean easement condition area. Grantee shall at all times keep the easement area in safe and clean condition; and Grantee shall not deposit or scatter or allow the depositing or scattering of any type of waste, broken equipment, or other debris, but shall keep the easement area free and clear of such refuse. Grantee shall restore the easement area following completion of construction of the Grantee Project to substantially the same

condition as it was prior to development.

The precise location of the five (5) foot wide easement area is shown on the sketch attached hereto as Exhibit A and incorporated herein.

Grantee shall indemnify, defend, and hold harmless Grantor from and against any and and all losses, claims, liabilities, actions, damages, expenses, and/or costs (including court costs and reasonable attorney fees) arising solely from Grantee's use and maintenance of the Easement Area.

/ Mulant

Witness

Catamont Properties LLC

By its member, Timothy O' Donovan

Vitness

Sunny Time Solar LLC

By its member, Liv Chase

STATE OF MAINE CUMBERLAND, ss.

Sept. 20 , 2016

Personally appeared the above-named Liv Chase, as member of Sunny Time Solar LLC and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of Sunny Time Solar, LLC.

Before me,

Notary Pubic/Attorney at Law

Print Name: Samantha J. Adams

STATE OF MAINE CUMBERLAND, ss.

Sept 20 , 2016

Personally appeared the above-named Timothy O'Donovan, as member of Catamount Properties, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Catamount Properties, LLC.

Before me,

Notary Pubic/Attorney at Law

Print Name: Same

## EXHIBIT A



