

**Bright Mountain Solar Project**  
**October 19, 2023 Data Request**  
Case No. 2022-00274



**Attachment B – Copies of Easement**  
**Agreements for the Transmission**  
**Line**

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Richard D. Clemons

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated May 1st, 2023

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of March 1st, 2023 (the "**Effective Date**") by and between **Richard D. Clemons**, an unmarried man ("**Landowner**") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "**Property**"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**");

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property,  
and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. Landowner's Authority. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
6. **ASSIGNMENT**. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.
7. **ENCUMBRANCE OF EASEMENTS**.
- 7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.
- 7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:
- 7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.
- 7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire



Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

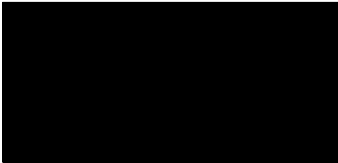
8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

By: Richard D. Clemons  
Richard D. Clemons

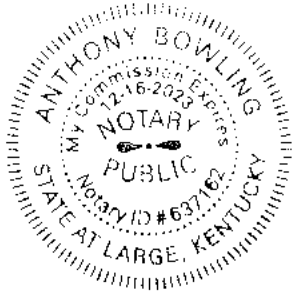
COMMONWEALTH OF KENTUCKY §  
COUNTY OF FERRY §

I Anthony Bowling Notary Public, certify that Richard D. Clemons personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 30 day of MARCH, 2023.

(AFFIX NOTARY SEAL OR STAMP)

Anthony Bowling  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637162



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

By: [Signature]  
Printed Name: **Carrie Tracy**  
Title: Authorized Representative

By: [Signature]  
Printed Name: **Heather Pingree**  
Title: Authorized Representative

STATE OF OREGON )  
 )ss.  
COUNTY OF MULTNOMAH )

This instrument was acknowledged before me May 1st, 2023, by Carrie Tracy and Heather Pingree, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public Oregon  
My commission expires: January 25th, 2027  
Commission No.: 1033031

## EXHIBIT A

### Description of the Property

That certain described tract or parcel of land in Perry County, Kentucky described as follows:

#### LOT 4

**BEGINNING** at an iron pin said pin being the most northeastern corner of a survey in the name of Johnny Collins and Kathy Collins, Deed Book 227, Page 324; thence S 52° 09' 22" W 32.24 feet to an iron pin; thence S 35° 52' 35" W, 68.05 feet to an iron pin; thence N 18° 42' 09" W, 607.82 feet to a stake; thence N 35° 03' E, 49.68 feet; thence S 33° 52' 49" E, 59.77 feet to an iron pin; thence W 59° 05' 21" E, 187.15 feet to a plastic stake; thence N 51° 59' 26" E, 30.0 feet to a stake; thence S 25° 47' 54" E, 133.31 feet to a stake; thence along an access road S 39° 56' 09" W, 111.78 feet; thence S 30° 12' 18" W, 196.02 feet; thence S 03° 30' 18" E, 61.71 feet to a stake; thence S 21° 13' 04" E, 231.71 feet to the point of Beginning, containing 2.27 acres.

Being the same land conveyed by Richard L. Clemons and Evalce Clemons, husband and wife, to Richard D. Clemons by deed dated \_\_\_\_\_, 2018, of record in Deed Book 405, Page 1, records of Perry County Clerk's Office.

**EXHIBIT B**  
**(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]  
of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.



1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement (“**Incremental Taxes**”), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay [REDACTED] and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of August 24<sup>th</sup>, 2021 (the “**Effective Date**”) by and between **Jonathan Cook and Ruby Cook** (“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
  - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):
    - 1.1.1. an **overhead collection system easement**, consisting of
      - 1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and
      - 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
    - 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.
    - 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.

1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.

1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a “utility easement” pursuant to KRS 382.135(2)(a).

2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.

3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.

4. **LANDOWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:

4.1. **Landowner’s Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner’s fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora’s prior written consent.

4.2. **No Interference.** Landowner’s activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

4.3. **Requirements of Governmental Agencies.** Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-

incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.

- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the

purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.
7. ENCUMBRANCE OF EASEMENTS.

- 7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a “**Lender**”) all or any part of Aurora’s interest under this Agreement and the easements created by this Agreement without the consent of Landowner.
- 7.2. Covenants for Lender’s Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:
- 7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora’s rights under this Agreement as if done by Aurora itself.
- 7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora’s interest or otherwise take possession of Aurora’s interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora’s interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.
- 7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

[REDACTED]

If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration





1125 NW Couch, Suite 700  
Portland, Oregon 97209

With copy to:

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN**

CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

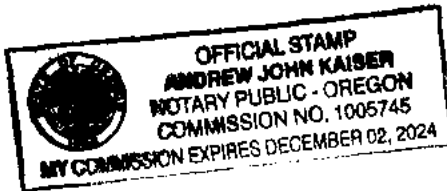
By: [Signature]  
Printed Name: **Sara Parsons**  
Title: Authorized Representative

LEGAL  
JUN  
LAND

By: [Signature]  
Printed Name: **Stephanie La Pier**  
Title: Authorized Representative

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss.

This instrument was acknowledged before me September 24<sup>th</sup>, 2021, by Sara Parsons and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 1005745

This instrument prepared by.

[Signature]  
Justin W. Noble  
Law Offices of David A. Johnson  
461 Main Street  
Hazard, KY 41701

## EXHIBIT A

### Description of the Property

**TRACT I:** Beginning on a black oak tree at the mouth of the right hand fork of Pigeon Roost; thence with the creek as it runs to Dewey Milam's line to a rock Marked X; thence with said marked line fence to the top of a knob to a marked Hickory; thence with Press Eversole's line as it meanders with the ridge to the knob joining Press Eversole and Irwin Eversole and R.E.

Hughes line; thence Down the point as it meanders back to the beginning to a black oak, excepting Therefrom the following described boundary conveyed by R.B and Anna Combs to Verlin Cornett by deed dated April 22, 1976, Deed Book 165, Page 240, and described as follows:

Beginning on a black oak tree to the old auger road; thence with the Auger Road approximately 200 feet to a hollow; thence down the hollow as it meanders to Pigeon Roost Creek; thence down Pigeon Roost Creek to the black oak at the point of Beginning, containing 10 acres more or less.

Leaving a tract containing 30 acres, more or less.

**TRACT II:** Beginning at the fork of the branch at a black oak; thence up the creek to twin beeches and Effie Watkins and Ralph and Verneada Watkins line; thence with said line to pine and thunderstruck Cliff; thence with the center of point back to a black oak to starting point, containing 10 acres more or less.

**ACCESS EASEMENT TO TRACT I AND II:** Being a right of way or easement over the following described property: Beginning at the Flat Gap Road near the gap of the mountain near Flat Gap and Pigeon Roost; and running near Claude Campbell's property to the property this day conveyed to the second parties by Erie Miller, and being a right of way or easement thirty feet in width.

**Source of Title:** Tract I, Tract II and the Access Easement to Tract I and Tract II are all a part of the same land which was conveyed by Paul Douglas Hensley, et al. to John F. Tate by Deed dated April 20, 1982, and of record in Deed Book 190, Page 695, in the Perry County Clerk's Office.

**TRACT III:** Lying in Perry County, Kentucky and on Pigeon Roost Creek, a tributary of the North Fork of the Kentucky River and bounded as follows, to wit:  
Beginning at main Pigeon Roost Creek at a line of Hurchel Combs; thence up the hills with his said line to the top of the hill to a line of Press Eversole; thence with his said line to the County Road; thence turning to the right and running with the right of way line of the County Road and down the same to Pigeon Roost Creek; thence turning to the right and running with the meanders of Pigeon Roost Creek, back to the point of the beginning.

**Source of Title:** Being a part of the same land which conveyed by Claude Campbell and his wife, Erie Campbell, to John F. Tate by Warranty Deed dated March 1, 1982, and of record in Deed Book 190, Page 156, in the Perry County Clerk's Office.

**TRACT IV:** Lying and being on Pigeon Roost Creek, a tributary of the North Fork of the Kentucky River, in Perry County, Kentucky, and further described as follows:

Beginning on a black oak tree at the mouth of the right hand fork of Pigeon Roost; thence up the hull to the old auger road; thence with the auger road approximately 200 feet to a hollow; thence down the hollow as it meanders to Pigeon roost Creek; thence down Pigeon Roost Creek to the black oak at the point of beginning, containing 10 acres more or less.

**Source of Title:** Being the same land conveyed by Verlin Combs Cornett, single, to John F. Tate by deed dated March 27, 1982 and of record in Deed Book 190, Page 440, in the Perry County Clerk's Office.

Being the same property conveyed to **Jonathan Cook and his wife, Ruby Cook** by **John F. Tate and his wife, Barbara Tate** by deed dated April 10<sup>th</sup>, 2015 and recorded in the office of the Perry County Clerk at Deed Book 382 page 78.

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED] of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED]

directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay [REDACTED] and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for [REDACTED]

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.



**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC

Elizabeth Gonzalez  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, OR 97209  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

LOIS DUFF and MATTHEW DUFF,  
as the grantor

and

AURORA SOLAR LLC,  
as the grantee

Dated May 10<sup>th</sup> 2022

---

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2022 (the “**Effective Date**”) by and between **Lois Duff** and **Matthew Duff** (“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.

1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.
  - 4.2. **No Interference.** Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether

located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4 Title Review and Cooperation Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction

project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. **ASSIGNMENT.** Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents

7. **ENCUMBRANCE OF EASEMENTS.**

7.1. **Right to Encumber.** Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. **Covenants for Lender's Benefit** Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3 No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants,

conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. **Default and Termination.**

8.1. **Aurora's Right to Terminate.** Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. **Landowner's Right to Terminate.** Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. **Effect of Termination.** Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when



personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
1125 NW Couch, Suite 700  
Portland, Oregon 97209

With copy to:

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Facsimile: (503) 796-6901  
Telephone No : (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND**

PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Lois Duff

By: *Lois Duff*  
Printed Name: *Lois Duff*

STATE OF *Kentucky* §  
  §  
COUNTY OF *Perry* §

I *Justin Noble*, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESS my hand and official seal, this the *11<sup>th</sup>* day of *April*, 20*22*

(AFFIX NOTARY SEAL OR STAMP)

*Justin Noble*  
Notary Public  
My Commission Expires *7-9-25*

Notary ID. *KYNP32857*

"LANDOWNER", Matthew Duff

By: *Matthew Duff*  
Printed Name: *Matthew Duff*

STATE OF *Kentucky* §  
  §  
COUNTY OF *Perry* §

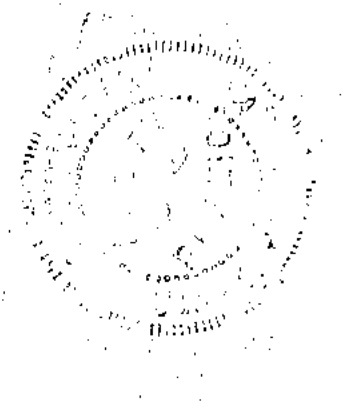
I *Justin Noble*, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the *11<sup>th</sup>* day of *April*, 20*22*

(AFFIX NOTARY SEAL OR STAMP)

*Justin Noble*  
Notary Public  
My Commission Expires. *7-9-25*

Notary ID. *KYNP32857*



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

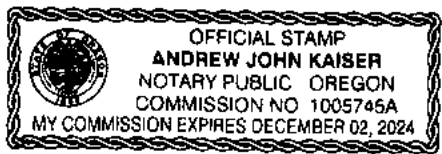
"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

By: *Carrie Tracy*  
Printed Name: **Carrie Tracy**  
Title: **Authorized Representative**

By: *Daniel Santacruz*  
Printed Name: **Daniel Santacruz**  
Title: **Authorized Representative**

STATE OF OREGON )  
 )ss.  
COUNTY OF MULTNOMAH )

This instrument was acknowledged before me May, 20 22, by Carrie Tracy and Daniel Santacruz, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf



*[Signature]*  
Notary Public  
My Commission expires: December 02, 2024  
Commission No.: 1005745 A

This instrument prepared by:  
*[Signature]*  
**Justin W. Noble, Esq.**  
**Law Offices of David A. Johnson**  
**461 Main Street**  
**Hazard, KY 41701**

## EXHIBIT A

### Description of the Property

#### TRACT 1:

Lying and being in State of Kentucky and County of Perry on Pigeon Roost Creek on Shingle Pen Branch being a tributary of North Fork of the Kentucky River and bounded as follows:

BEGINNING at the road at the corner of Finley Eversole's line; thence running with the road and the line of Finley Eversole; through and by a apple tree, thence a straight line around the hill to a set stone marked X; thence a straight line down the hill to a black walnut tree marked with three hacks; thence a straight line to the creek thence up the branch as it meanders with the line of Finley Eversole to the mouth of a small drain at the upper end of a little bottom; thence up the drain with a marked line to top of hill to the line of Farmer Baker and down the ridge as it meanders to the line of Bige Engle and a stone marked X, thence down the hill with the said line of Bige Engle to the BEGINNING . Containing 25 acres more or less.

Being the same property conveyed to **Lois Duff** and **Matthew Duff** from **Lois Duff** by deed dated March 10<sup>th</sup>, 2022 and recorded in the office of the Perry County Clerk at Deed Book 420 Page 723.

#### TRACT 2:

Lying and being in State of Kentucky, County of Perry on Pigeon Roost Creek on Shingle Pen Fork being a tributary of North Fork of the Kentucky River and bounded as follows:

BEGINNING at the creek at a rock marked X with the line of Walter Fields, thence up the creek as it meanders with the line of Polly Napier to the line of C C. DeHart's heirs; thence with the line of said C.C DeHart's heirs to the line of Finley Eversole at a rock marked X; thence leaving the creek and running up the hill to the road; thence leaving the road and cliff marked with X; thence a straight line up the hill with marked timber to top of hill to the line of Farmer Baker; thence with the said line of Farmer Baker as it meanders to the line of S.B. Campbell to a black oak and rock marked X; being the corner of Walter Fields line, thence down the hill with the line of said Walter Fields to the beginning, containing 10 acres, more or less.

Being the same property conveyed to **Lois Duff** and **Matthew Duff** from **Lois Duff** by deed dated March 10<sup>th</sup>, 2022 and recorded in the office of the Perry County Clerk at Deed Book 420 Page 723.

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED]
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]  
of corridor used.
- 1.4. Installation payment If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Elsie Roll, Sam Roll, Dan Roll and Lou Ella Farler

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated May 31st, 2023



**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

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(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of \_\_\_\_\_, 2023 (the "Effective Date") by and between **Elsie Roll**, a widow and successor in interest to Bill Roll, deceased, **Sam Roll, Dan Roll and Lou Ella Farler** (collectively, "**Landowner**") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "**Property**"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**");

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property, and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "Electrical Line Facilities".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that **Exhibit B shall be removed prior to recording of this Easement.**
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire

Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.



- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

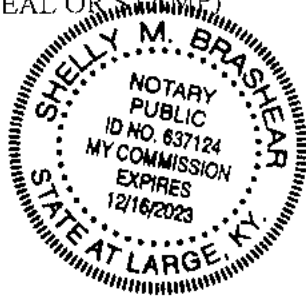
By: D. Dan Roll  
Dan Roll

COMMONWEALTH OF KENTUCKY §  
§  
COUNTY OF Perry §

I, Shelly Brashear, Notary Public, certify that Dan Roll personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 2nd day of May, 2023.

(AFFIX NOTARY SEAL OR STAMP)



Shelly M. Brashear  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637124

SPOUSAL CONSENT

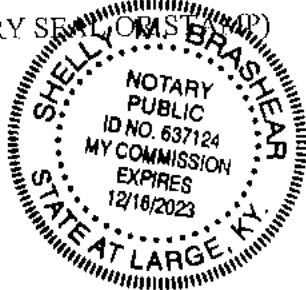
Gerry Roll  
Gerry Roll, spouse of Dan Roll

COMMONWEALTH OF KENTUCKY §  
§  
COUNTY OF Perry §

I, Shelly Brashear, Notary Public, certify that Gerry Roll, spouse of Dan Roll, personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 2nd day of May, 2023.

(AFFIX NOTARY SEAL OR STAMP)



Shelly M. Brashear  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637124

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

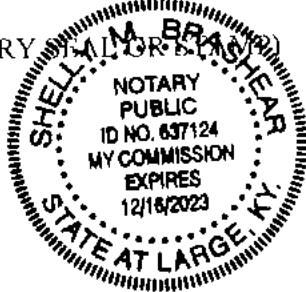
By: Sam Roll  
Sam Roll

COMMONWEALTH OF KENTUCKY §  
§  
COUNTY OF Perry §

I Shelly Brashear, Notary Public, certify that Sam Roll personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 2ND day of May, 2023.

(AFFIX NOTARY SEAL OR STAMP)



Shelly M. Brashear  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637124

SPOUSAL CONSENT

Peggy Roll  
\_\_\_\_\_, spouse of Sam Roll

COMMONWEALTH OF KENTUCKY §  
§  
COUNTY OF Perry §

I Shelly Brashear, Notary Public, certify that PEGGY ROLL, spouse of Sam Roll, personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 2ND day of May, 2023.

(AFFIX NOTARY SEAL OR STAMP)



Shelly M. Brashear  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637124

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

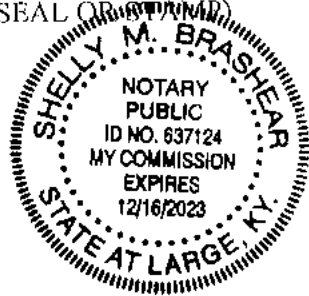
By: Lou Ella Farler  
Lou Ella Farler

COMMONWEALTH OF KENTUCKY §  
COUNTY OF Perry §

I Shelly Brashear, Notary Public, certify that Lou Ella Farler personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 2nd day of May, 2023.

(AFFIX NOTARY SEAL OR IMPRINT)



Shelly M. Brashear  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637124

SPOUSAL CONSENT

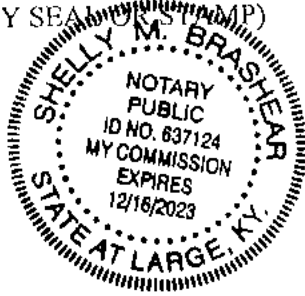
Ron Farler  
\_\_\_\_\_, spouse of Lou Ella Farler

COMMONWEALTH OF KENTUCKY §  
COUNTY OF Perry §

I Shelly Brashear, Notary Public, certify that Ron Farler, spouse of Lou Ella Farler, personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 2nd day of May, 2023.

(AFFIX NOTARY SEAL OR IMPRINT)



Shelly M. Brashear  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637124

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

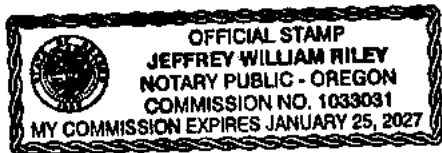
"AURORA"  
Aurora Solar I.L.C,  
an Oregon limited liability company

By: [Signature]  
Printed Name: **Sara Parsons**  
Title: **Authorized Representative**

By: [Signature]  
Printed Name: **Stephanie La Pier**  
Title: **Authorized Representative**

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me on May 31st, 2023, by Sara Parsons and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public  
My commission expires: January 25th, 2027  
Commission No.: 1033031

## EXHIBIT A

### Description of the Property

That certain described tract or parcel of land in Perry County, Kentucky described as follows:

Lying and being on the right side of Nighway Branch, ascending, of First Creek of the North Fork of the Kentucky River in Perry County, Kentucky, and further described as follows:

BEGINNING at an iron stake on the right side of Nighway Branch and on the north side of said branch in a low gap of the mountain in the center of the ridge, this stake being the corner between Eugene Engle, et us and Van Raleigh; thence following the center of the ridge as it meanders in a westerly direction for a distance of approximately 2,100 feet to an iron stake by a large twin oak tree in a swag; thence turning to the left and running down a drain in an easterly direction for a distance of approximately 750 feet to the 5A coal seam for a distance of approximately 450 feet to a mine opening in the center of the ridge; thence turning to the right and running in a straight line down the hill for a distance of approximately 250 feet to a stake; thence turning to the left and running for a distance of approximately 300 feet to the forks of the branch at Van Raleigh's line; thence turning to the left and running in a northwesterly direction up the righthand side of Nighway Branch for a distance of approximately 1,000 feet back to the point of the Beginning.

There is excepted from this deed a 25 foot easement right of way for the purpose of gaining ingress and egress to the remaining properties owned by the First Parties, and there is also reserved unto the First Parties an easement for the purpose of laying a waterline from the No. 7. coal seam to the remaining properties owned by the First Parties.

Being a part of the same land which was conveyed to Eugene Engle and his wife Ruth Engle by deed from Julia Engle, a widow, dated May 26, 1972, and of record in Deed Book 149, page 776, records of the Perry County Clerk's office.

Being the same land conveyed by Eugene Engle and Ruth Engle, husband and wife, to Bill Roll and Benn Roll by deed dated August 2, 1982, of record in Deed Book 193, Page 378, records of Perry County Clerk's Office.



**EXHIBIT B**  
**(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]
- of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result

of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

- 1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

- 1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("Incremental Taxes"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.
- 1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.
- 1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining

in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Diana Fugate, an unmarried woman

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated October 28, 2022

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

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(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of \_\_\_\_\_, 2022 (the "Effective Date") by and between **Diana Fugate**, an unmarried woman ("Landowner") and **Aurora Solar LLC**, an Oregon limited liability company ("Aurora").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "Easement"):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "Overhead Appurtenances"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property,  
and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, but only to the extent (a) caused by Landowner or Landowner's tenants or invitees, and (b) not caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against

loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation



activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property. Aurora will provide Landowner with advance notice of any planned spraying of the Property with pesticides, herbicides or similar chemicals.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all

of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. **Default and Termination.**

8.1. **Aurora's Right to Terminate.** Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. **Landowner's Right to Terminate.** Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. **Effect of Termination.** Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original

condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

[REDACTED]

If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Suite 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3. **Successors and Assigns.** This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the

easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

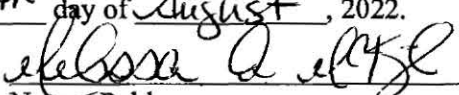
**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**LANDOWNER**

  
Diana Fugate

STATE OF Kentucky §  
  §  
COUNTY OF Leslie §

The foregoing instrument was acknowledged before me this August 5, 2022 by Diana Fugate.

WITNESS my hand and official seal, this the 5<sup>th</sup> day of August, 2022.  
(AFFIX NOTARY SEAL OR STAMP)   
Notary Public  
My Commission Expires: 1-25-23  
Notary ID: 616027

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

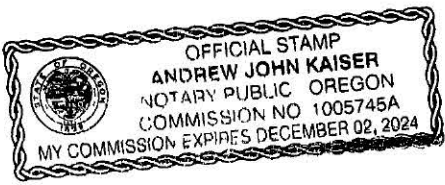
LEGAL  
WR

By: *Carrie Tracy*  
Printed Name: **Carrie Tracy**  
Title: Authorized Representative

By: *Stephanie La Pier*  
Printed Name: **Stephanie La Pier**  
Title: Authorized Representative

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss.

This instrument was acknowledged before me October 28, 2022, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



*Andrew John Kaiser*  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 1005745A

This instrument prepared by:

*Justin W. Noble*  
Justin W. Noble, Esq.  
Law Offices of David A. Johnson  
461 Main Street  
Hazard, KY 41701



## **EXHIBIT A**

### **Description of the Property**

#### **Tract 1**

A certain tract or parcel of land lying and being in Perry County, Kentucky, on Pigeon Roost Creek, waters of the North Fork of the Kentucky River and bounded as follows:

BEGINNING on a small rock; thence running down the creek 10 poles to a small chestnut tree and large rock; thence up the hill 8 poles to a basket oak; thence 10 poles up the creek with the marked timber opposite the beginning; thence a straight line to the beginning, containing one-half acre, more or less.

Being the same property conveyed by deed from Harrison Campbell, Jr. and Rose M. Campbell, to Diane Fugate and Alamander Fugate, dated the 24<sup>th</sup> day of March, 1982, in Deed Book 190, Page 388, records of the Perry County Clerk's Office. Being the same property pursuant to the Affidavit of Descent to Diane Fugate from Alamander Fugate, recorded in the office of the Perry County Clerk.

#### **Tract 2**

Lying and being in the State of Kentucky and County of Perry on Pigeon Roost Creek on Shingle Pen Fork. Being a tributary of the North Fork of the Kentucky River and bounded as follows:

BEGINNING at or near a 72" forked sycamore tree beside Shinglepen Branch; thence N 78° 54' 03" W, 32.70'; thence N 51° 25' 56" W, 11.06'; thence N 25° 28' 42" W, 19.83'; thence N 56° 47' 15" W, 30.37'; thence N 82° 07' 38" W, 33.22'; thence N 61° 42' 48" W, 21.94'; thence N 75° 43' 54" W, 48.91'; thence N 68° 18' 20" W, 31.62'; thence N 58° 57' 41" W, 66.90'; thence N 43° 26' 13" W, 21.20'; thence N 20° 38' 40" W, 30.98'; thence N 00° 01' 57" E, 85.61'; N 37° 50' 29" , 56.30'; thence turning right and running in a straight line from computed position 14 to the nail in rock on top the cliff at call #39; thence S 30 ° 50' 55" W, 48.72'; thence S 06° 22' 42" W, 149.84'; thence S 0° 27' 48" W, 52.30'; thence a straight line to the point of Beginning

Being the same property conveyed by deed from Lonnie Duff and Lois Duff to Alamander Fugate, dated the 23<sup>rd</sup> day of February 2001, in Deed Book 285, Page 790, records of the Perry County Clerk's Office. Being the same property pursuant to the Affidavit of Descent to Diane Fugate from Alamander Fugate, recorded in the office of the Perry County Clerk.

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. In the event Aurora constructs Electrical Line Facilities on the Property, Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]  
of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED] Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("Incremental Taxes"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Diana Fugate, Kathleen Napier, and Bryant Campbell

as the Landowners

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated October 28, 2022

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

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(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of \_\_\_\_\_, 2022 (the "**Effective Date**") by and between **Diana Fugate, Kathleen Napier, and Bryant Campbell** (collectively "**Landowner**") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on Exhibit A and attached hereto and incorporated herein by this reference (the "**Property**"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
  - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**"):
    - 1.1.1. an **overhead collection system easement**, consisting of
      - 1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the

Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is

authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, but only to the extent (a) caused by Landowner or Landowner's tenants or invitees, and (b) not caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly

agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:



- 5.1. **Tile Repair.** Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.
- 5.2. **Insurance.** Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. **Indemnity.** Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. **Construction Liens.** Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora

shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property. Aurora will provide Landowner with advance notice of any planned spraying of the Property with pesticides, herbicides or similar chemicals.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender

a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. **Default and Termination.**

8.1. **Aurora's Right to Terminate.** Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. **Landowner's Right to Terminate.** Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. **Effect of Termination.** Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Suite 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**LANDOWNER:**

*Diana Fugate*  
\_\_\_\_\_  
Diana Fugate

STATE OF Kentucky   §  
                                  §  
COUNTY OF Leslie   §

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2022 by Diana Fugate.

(AFFIX NOTARY SEAL OR STAMP)

*Alison A. Elz*  
\_\_\_\_\_  
Notary Public  
My Commission Expires. 1-25 23  
Notary ID: 016027

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**LANDOWNER**

*Kathleen Napier*  
Kathleen Napier

STATE OF *Kentucky* §  
  §  
COUNTY OF *Leslie* §

The foregoing instrument was acknowledged before me this *5th day of August*, 2022 by Kathleen Napier.

(AFFIX NOTARY SEAL OR STAMP)

*Deborah A. Elly*  
Notary Public  
My Commission Expires: *1-25-23*  
Notary ID: *0116027*



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**LANDOWNER**

Bryant Campbell  
Bryant Campbell

STATE OF Kentucky     §  
  §  
COUNTY OF Leslie     §

The foregoing instrument was acknowledged before me this 5th day of August, 2022 by Bryant Campbell

(AFFIX NOTARY SEAL OR STAMP)

Melissa A. Ellye  
Notary Public  
My Commission Expires: 1-25-23  
Notary ID: 616037

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

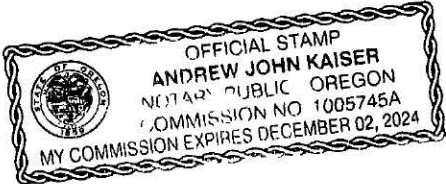
By: *Carrie Tracy*  
Printed Name: **Carrie Tracy**  
Title: Authorized Representative

LEGAL  
WBS

By: *Stephanie La Pier*  
Printed Name: **Stephanie La Pier**  
Title: Authorized Representative

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me October 28<sup>th</sup>, 2022, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



*[Signature]*  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 1005745A

This instrument prepared by:  
*[Signature]*  
**Justin W. Noble, Esq.**  
**Law Offices of David A. Johnson**  
**461 Main Street**  
**Hazard, KY 41701**

## **EXHIBIT A**

### **Description of the Property**

#### **Tract 1**

Lying and being in Perry County on Pigeon Roost Creek a tributary of the North Fork of the Kentucky River and bounded as follows:

Beginning at a large rock on the creek bank, thence up the hill with the Joel Campbell line to the top of the hill, thence around the top of the hill with Jim Campbell's line to Charlie DeHart's line, thence with Charlie DeHart's line, and with the fence to the creek to a rock marked X thence across the creek and up the hill with marked timber to Brown L. Campbell's line to the creek thence with the creek back to the beginning. Containing 75 acres more or less.

Being the same property conveyed by deed from John McIntosh and Ivory McIntosh to Harrison Campbell, Jr. and Geraldine Campbell, dated the 29<sup>th</sup> day of April, 1971, in Deed Book 146, Page 473, records of the Perry County Clerk's Office. Being the same property pursuant to the Affidavit of Descent to Diane Fugate, Kathleen Napier, and Bryant Campbell from Geraldine Campbell, recorded in the office of the Perry County Clerk.

#### **Tract 2**

Lying and being in Perry County, State of Kentucky on Lower Pigeon Roost Creek, being a tributary of the North Fork of the Kentucky River, and bounded as follows:

Beginning at a spruce pine tree at the creek; thence with the creek as it meanders in a southern direction to the creek crossing; thence north with the county road and with the right of way of the same to Curt Campbell's line; thence turning to the right and running with the Curt Campbell line back to the spruce pine tree at the point of the beginning, and containing two (2) acres, more or less and the above property is known as the grass lot.

Being the same property conveyed by deed from John McIntosh and Ivory McIntosh to Geraldine Campbell, dated the 13<sup>th</sup> day of March, 1982, in Deed Book 190, Page 228, records of the Perry County Clerk's Office. Being the same property pursuant to the Affidavit of Descent to Diane Fugate, Kathleen Napier, and Bryant Campbell from Geraldine Campbell, recorded in the office of the Perry County Clerk.

#### **Tract 3**

Lying and being in Perry County on Pigeon Roost Creek, a tributary of the North Fork of the Kentucky River and bounded as follows:

Beginning at a large rock on the creek bank, thence up the hill with the Jack Campbell line to the top of the hill, thence around the top of the hill with Jim Campbell's line to Charlie DeHart's line, thence with Charlie DeHart's line, and with the fence to the creek to a rock marked X thence across

the creek and up the hill with marked timber to Brown L. Campbell's line to the creek thence with the creek back to the beginning. Containing 75 acres more or less.

Being the same property conveyed by deed from Harrison Campbell and Rose Campbell to Geraldine Campbell, dated the 24<sup>th</sup> day of March, 1982, in Deed Book 190, Page 390, records of the Perry County Clerk's Office. Being the same property pursuant to the Affidavit of Descent to Diane Fugate, Kathleen Napier, and Bryant Campbell from Geraldine Campbell, recorded in the office of the Perry County Clerk.

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.

1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.

1.3. Overhead Collection System and Communication Lines Payment. Aurora shall compensate Landowner based on the total number of linear feet of the length of the [REDACTED] wide easement corridor constructed on the Property pursuant to Section 1.1.1.1. The total amount of the compensation under this Exhibit B, Section 1.3 shall be calculated as follows:

- [REDACTED] if the total linear footage is [REDACTED] or less;
- [REDACTED] if the total linear footage is between [REDACTED]
- An amount calculated by multiplying [REDACTED] of the easement corridor, if the total linear footage is greater than [REDACTED]

It is estimated that the length of the easement corridor on the Property will be [REDACTED]. Within [REDACTED] following the Effective Date of this Agreement, Aurora will pay to Landowner the sum of [REDACTED] towards the Overhead Collector System and Communications Lines Payment. Within [REDACTED] following commencement of construction on the Electrical Line Facilities, Aurora shall notify Landowner of the actual, as-measured length of the easement corridor and will pay to Landowner any remaining amounts due under this Exhibit B, Section 1.3

1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.

1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken

out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding [REDACTED] Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing

of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

- 1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

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(Space above for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Abbigail Griffith, unmarried, and Camden Baker, unmarried

as the Landowners

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated March 24th, 2023



**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2023 (the “**Effective Date**”) by and between **Abbigail Griffith**, unmarried, and **Camden Baker**, unmarried (collectively, “**Landowner**”) and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
  - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):
    - 1.1.1. an **overhead collection system easement**, consisting of
      - 1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and
      - 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
    - 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
- 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.
- 4.2. **No Interference.** Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line

Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals

(collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of

Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall

be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any

such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

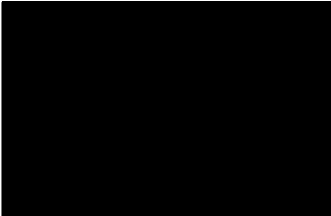
- 8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.
- 8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.
- 8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

## 9. Miscellaneous.

- 9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when

personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.

9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND**



PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.

9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

By: Abbigail Griffith  
Abbigail Griffith, unmarried

STATE OF Kentucky §  
COUNTY OF PERRY §

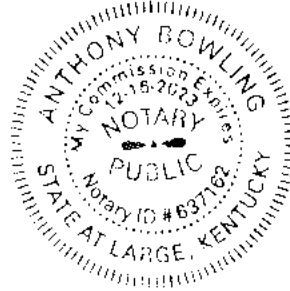
I ANTHONY BOWLING, Notary Public, certify that Abbigail Griffith personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 22 day of FEBRUARY, 2023.

(AFFIX NOTARY SEAL OR STAMP)

Anthony Bowling  
Notary Public  
My Commission Expires: 12-16-2023

Notary ID: 637162



By: Camden Baker  
Camden Baker, unmarried

STATE OF KY §  
COUNTY OF PERRY §

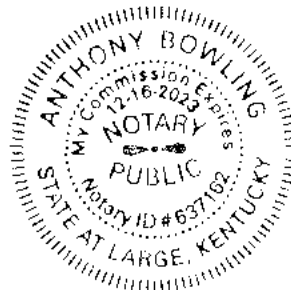
I ANTHONY BOWLING, Notary Public, certify that Camden Baker personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 22 day of FEBRUARY, 2023.

(AFFIX NOTARY SEAL OR STAMP)

Anthony Bowling  
Notary Public  
My Commission Expires: 12-16-2023

Notary ID: 637162



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

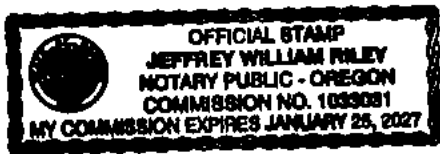
By: *Carrie Tracy*  
Printed Name: Carrie Tracy  
Title: Authorized Representative

By: *Stephanie La Pier*  
Printed Name: Stephanie La Pier  
Title: Authorized Representative

LEGAL  
MD

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me March 24th, 2023,  
by Carrie Tracy and Stephanie La Pier  
Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its  
behalf.



*Jeffrey Riley*  
Notary Public  
My commission expires: January 25th, 2027  
Commission No.: 1033031

## EXHIBIT A

### Description of the Property

That certain real property lying and being in Perry County, Kentucky and more particularly described as follows.

A certain tract of land lying and being on Pigeon Roost Creek, a tributary of the North Fork of the Kentucky River and bounded and described as follows:

Beginning at the branch at a small beech and rock marked "X"; thence up the hill with the fence to a marked black walnut; thence with a wire to a rock marked "X"; thence up the point to the top of knob at a rock marked "X"; thence up the middle of point to a pine tree and rock marked "X" at the center of ridge to App Campbell's line; thence down the middle of ridge to a marked pine, corner tree to line of Effie Watkins; thence a straight line down the point to a rock marked "X" to the creek; thence up the creek to the beginning, containing 25 acres, more or less.

Deed Reference: Book 425, Page 736

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]
- of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.  
Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

- 1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("Incremental Taxes"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.
- 1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.
- 1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Joyce Henson and Shawn White

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated May 5th, 2023

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

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(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of \_\_\_\_\_, 2023 (the "Effective Date") by and between **Joyce Henson**, a single person ("**Landowner**") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "**Property**"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**"):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,



together with the appropriate rights-of-way, under, on, along and in the Property, and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that **Exhibit B shall be removed prior to recording of this Easement.**
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. Landowner's Authority. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
6. **ASSIGNMENT**. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.
7. **ENCUMBRANCE OF EASEMENTS**.
- 7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.
- 7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:
- 7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.
- 7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire

Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

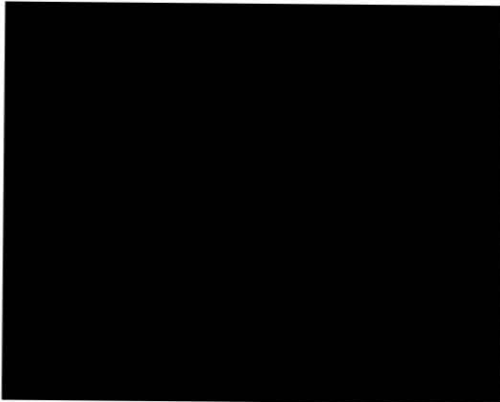
8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.



9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

By: Joyce Henson  
Joyce Henson

COMMONWEALTH OF KENTUCKY §  
§  
COUNTY OF Perry §

I David Wayne Baker, Notary Public, certify that Joyce Henson personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 31 day of March, 2023.

(AFFIX NOTARY SEAL OR STAMP)

David Wayne Baker  
Notary Public  
My Commission Expires: May 25, 2025

Notary ID: KYNP30318

**Acknowledgement and Consent**

I, Shawn White, execute this Agreement for the purpose of acknowledging my consent to, and joinder in, this Agreement, to the extent I may have an interest in the real property that is the subject of this Agreement.

By: Shawn White  
Shawn White

COMMONWEALTH OF KENTUCKY §  
§  
COUNTY OF Perry §

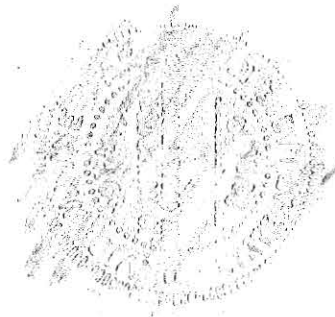
I David Wayne Baker, Notary Public, certify that Shawn White personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 31 day of March, 2023.

(AFFIX NOTARY SEAL OR STAMP)

David Wayne Baker  
Notary Public  
My Commission Expires: May 25, 2025

Notary ID: KYNP30318



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

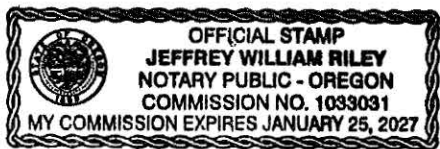
"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

By: [Signature]  
Printed Name: **Sara Parsons**  
Title: **Authorized Representative**

By: [Signature]  
Printed Name: **Stephanie La Pier**  
Title: **Authorized Representative**

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me May 5th, 2023, by Sara Parsons and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public  
My commission expires: January 25th, 2027  
Commission No.: 1033031

## EXHIBIT A

### Description of the Property

Lying and being on First Creek of the North Fork of the Kentucky River in Perry County, Kentucky, and more particularly described as follows:

**BEGINNING** at iron pipe on Louisville and Nashville Railroad right-of-way and between Lot #610 and #611 Liberty Village map; thence up the hill S 49 degrees 18 E, 126-60 to iron pipe on hill; thence around the hill South 38 degrees 36 degrees 36 Will 70 to iron pipe; thence down the hill N 49 degrees 18-W 130-70 to iron pipe on Louisville and Nashville right-of-way; thence up the creek along Louisville and Nashville right-of-way N 40 degrees, 42E, 111-70 to the Beginning, containing .33 acres, being a part of the E.C. and Sarah Combs tract.

Being the same property conveyed to Alfred and Imajean Campbell by a deed from Joyce and Hargis Henson, dated July 1, 1999, and of record in Deed Book 275, Page 639, records of the Perry County Clerk's office.

Being the same land conveyed by Imajean Campbell to James and Debra Reed by deed dated 2<sup>nd</sup> of June, 2015 and recorded in Deed Book No. 383 page 111 records of the Perry County Court Clerk's Office.

Being the same land conveyed by James Reed and Debra Reed, husband and wife, to Joyce Henson by deed dated April 23, 2019, of record in Deed Book 403, Page 596, records of Perry County Clerk's Office.

**EXHIBIT B**  
**(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]
- of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED]

directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Gennelee Herald and Ishmeal Craig Herald

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated June 26th, 2023

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

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(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of June 26th, 2023 (the "**Effective Date**") by and between **Gennelee Herald** and **Ishmeal Craig Herald** (collectively, the "**Landowner**") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "**Property**"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
  - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**"):
    - 1.1.1. an **overhead collection system easement**, consisting of
      - 1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,



together with the appropriate rights-of-way, under, on, along and in the Property,  
and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that **Exhibit B shall be removed prior to recording of this Easement.**
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire

Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

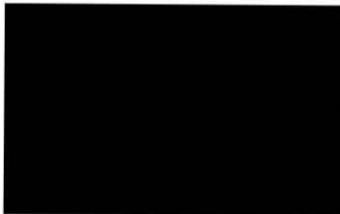
8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.



9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

By: Gennelee Herald  
Gennelee Herald

COMMONWEALTH OF KENTUCKY §  
§  
COUNTY OF Perry §

I Shelly M. Brashear, Notary Public, certify that Gennelee Herald personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 20 day of May, 2023.



(AFFIX NOTARY SEAL OR STAMP)

Shelly M. Brashear  
Notary Public  
My Commission Expires: 12/16/2023  
Notary ID: 637124

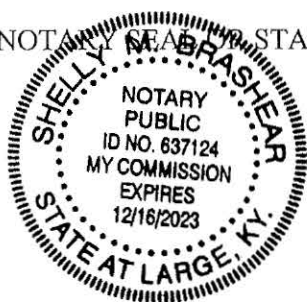
By: Ishmeal Craig Herald  
Ishmeal Craig Herald

COMMONWEALTH OF KENTUCKY §  
§  
COUNTY OF Perry §

I Shelly M. Brashear, Notary Public, certify that Ishmeal Craig Herald personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 20 day of May, 2023.

(AFFIX NOTARY SEAL OR STAMP)



Shelly M. Brashear  
Notary Public  
My Commission Expires: 12/16/2023  
Notary ID: 637124

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

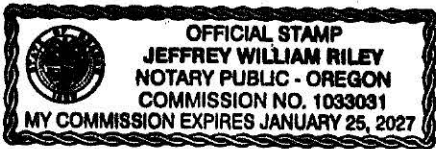
Aurora Solar LLC,  
an Oregon limited liability company

By: [Signature]  
Printed Name: **Sara Parsons**  
Title: **Authorized Representative**

By: [Signature]  
Printed Name: **Heather Pingree**  
Title: **Authorized Representative**

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me June 26th, 2023, by Sara Parsons and Heather Pingree, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public  
My commission expires: January 25th, 2027  
Commission No.: 1033031

## EXHIBIT A

### Description of the Property

That certain described tract or parcel of land in Perry County, Kentucky described as follows:

BEGINNING on a survey stake in edge of the Louisville and Nashville Railroad right of way on survey point No. 6.2 as shown by plat of Mary Clemons property on file under Folio number \_\_\_\_\_ Perry County Clerk's Office, thence N 30 57 50 E 151.60 feet; thence N 28 10 43 E 63.53 feet to a stake opposite the Louisville and Nashville Railroad milepost Number 239; thence N 32 12 48 E 204.47 feet; thence N 35 54 35 E 47 feet to a stake; thence S 18 42 09 E 809.26 feet to a set plastake near a cemetery; thence S 83 02 34 W 84.47 feet; thence S 65 57 56 W 25.96 feet; thence S 53 00 39 W 32.97 feet; thence S 30 02 37 W 35.28 feet; thence S 53 17 27 W 112.44 feet to a 14\* maple with pin in root; thence N 27 19 14 W 571.63 feet to point of BEGINNING, containing 5.08 acres, and being Tract No.2 as shown on plat of Mary Clemons property.

Being the same land conveyed by Earl Cecil Herald, to Gennelee Herald and Ishmeal Craig Herald by deed dated August 23, 1985, of record in Deed Book 204, Page 702, records of Perry County Clerk's Office.

**EXHIBIT B**  
**(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]  
of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED] Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Bradley F. Hoskins and Vickie Hoskins, husband and wife

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated April 17th, 2023

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

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(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of April 17th, 2023 (the "Effective Date") by and between **Bradley F. Hoskins and Vickie Hoskins**, husband and wife (collectively, "Landowner") and **Aurora Solar LLC**, an Oregon limited liability company ("Aurora").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "Property"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "Easement"):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "Overhead Appurtenances"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,



together with the appropriate rights-of-way, under, on, along and in the Property,  
and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that **Exhibit B shall be removed prior to recording of this Easement.**
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire

Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

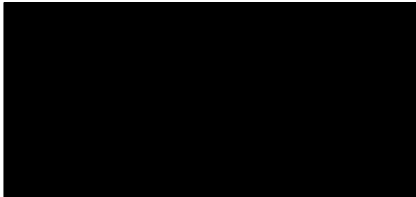
8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.



9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

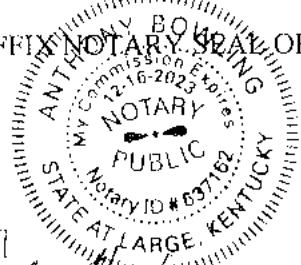
By: Bradley F. Hoskins  
Bradley F. Hoskins

COMMONWEALTH OF KENTUCKY §  
COUNTY OF PERRY §

I ANTHONY BOWLING Notary Public, certify that Bradley F. Hoskins personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 29 day of MARCH, 2023.

(AFFIX NOTARY SEAL OR STAMP)



Anthony Bowling  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637162

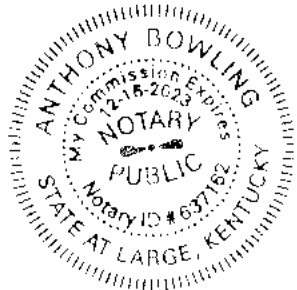
By: Vickie Hoskins  
Vickie Hoskins

COMMONWEALTH OF KENTUCKY §  
COUNTY OF PERRY §

I ANTHONY BOWLING, Notary Public, certify that Vickie. Hoskins personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 29 day of MARCH, 2023.

(AFFIX NOTARY SEAL OR STAMP)



Anthony Bowling  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637162

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

By: *Carrie Tracy*  
Printed Name: **Carrie Tracy**  
Title: Authorized Representative

By: *Stephanie La Pier*  
Printed Name: **Stephanie La Pier**  
Title: Authorized Representative

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me on April 17th, 2023, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



*Jeffrey Riley*  
Notary Public Oregon  
My commission expires: January 25th, 2027  
Commission No.: 1033031

EXHIBIT A

Description of the Property

That certain described tract or parcel of land in Perry County, Kentucky described as follows:

Lying and being on the waters of First Creek, a tributary of the North Fork of the Kentucky River, in Perry County, Kentucky, and more particularly bounded and described as follows:

It is the intent of the parties hereto to convey all land lying on the southwest side of the creek which is bounded within the following described property.

BEGINNING where oak stump stood on ridge between lower Wolf Pen and Nighway Branch being a corner to the Julia Engle tract; thence down the ridge  
S 52 28 E 75.03 feet to a stake; S 37 39 E 96.01 feet to a stake;  
S 64 06 E 150.17 feet to a stake; S 26 44 E 98.95 feet to a stake;  
S 70 15 E 148.00 feet to a stake; S 40 36 E 268.10 feet to a stake;  
S 25 41 E 128.02 feet to a stake; S 23 21 E 221.65 feet to a stake;  
S 39 34 E 132.82 feet to a stake on line with the Liberty Mine Spur Tract; thence  
S 40 43 W 218.06 to iron pipe in the center of Nighway Branch; thence down  
Nighway Branch  
S 56 03 E 141.96 feet to iron pipe side of Typo Road; thence down north side of  
Highway  
S 26 29 W 76.35 feet to iron pipe in center of approach road; thence up center of  
approach road  
N 58 53 W 117.20 feet to an iron pipe center of approach road between lots 634  
and 636 Liberty Village; thence

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S 29 58 W 14.78 feet to a stake in approach road a corner to Lots No. 634, 636 and  
637  
Liberty Village. Thence between Lots 636 and 637  
N 62 39 W 144.46 to a Walnut stump by fence; thence  
S 20 38 W 178.32 feet to hub near water tank a corner to Lot 637 Liberty Village;  
thence up the point  
N 73 50 W 218.50 feet to a stake on top of point; thence up the point  
S 83 22 W 192.49 feet to a stake by Beech and Elm; thence  
S 88 37 W 259.04 to a stake; thence  
N 77 48 W. 87.55 feet to "X" on rock top of ridge between Nighway Branch and Bee  
Branch; thence up the ridge  
N 43 42 W 273.25 to "X" on rock on ridge; thence  
N 39 09 W 106.62 feet to tack in dogwood root; thence  
N 31 52 W. 85.88 to iron pipe a corner to the Julia Engle tract on ridge between  
Nighway Branch and Bee Branch; thence down hill on Julia Engle line  
N 32 00 E 548.62 to a stake on line A.E. Myers' lifetime lease; thence down the  
branch by Myers' house  
S 71 31 E 175.80 feet to iron pipe near road; thence across branch  
N 18 29 E 106.82 to a stake on hill; thence up the branch  
N 68 46 W 149.44 feet to tack in dogwood stump on Julia Engle line; thence with  
Julia Engle line  
N 32 00 E 408.44 to the BEGINNING, containing 25.19 acres more or less, being a  
part of the Sarah and E. C. Combs tract.

The following conveyances of land are excepted from the above description hereinabove:

Arthur McIntosh and Dora McIntosh to Ardell Champion dated September 20, 1968 and recorded in Deed Book 139, Page 367, records of the Perry County Clerk's Office.

Arthur McIntosh and Dora McIntosh to John Fugate and Mary Fugate dated November 14, 1974 and recorded in Deed Book 159, Page 559, records of the Perry County Clerk's Office.

Arthur McIntosh and Dora McIntosh to Kentucky Power Company dated May 13, 1969 and recorded in Deed Book 141, Page 35, records of the Perry County Clerk's Office.

Being the same property conveyed to ARTHUR MCINTOSH by a deed from BLUE DIAMOND COAL COMPANY, dated September 9, 1959, and of record in Deed Book 119, Page 185,

records of the Perry County Clerk's Office. Also see Affidavit of Descent of Arthur McIntosh of record in Deed Book 169, Page 319, records of the Perry County Clerk's Office. See also, Affidavit of Descent of Dora McIntosh, of record in Deed Book 327, Page 601, records of the Perry County Clerk's Office. See also, Affidavit of Descent of Eldon W. McIntosh, of record in Deed Book 327, Page 599, records of the Perry County Clerk's Office. Being a portion of the same property conveyed from Elmer McIntosh, et al, to Jean E. Hoskins by Deed dated April 1, 2003, recorded in Deed Book 299, Page 116, records of the Perry County Clerk's Office. Also, being a portion of the same property conveyed from David W. McIntosh to Jean E. Hoskins by Deed dated April 1, 2003, recorded in Deed Book 299, Page 131, records of the Perry County Clerk's Office.

Being the same land conveyed by Jean Hoskins to Bradley F. Hoskins and Vickie Hoskins, husband and wife, by deed dated January 17, 2007, of record in Deed Book 328, Page 555, records of Perry County Clerk's Office.

**EXHIBIT B**  
**(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]  
of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

- 1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("Incremental Taxes"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.
- 1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.
- 1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503 796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604 6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Raymond Hurt and Stella Hurt

as the Landowners

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated September 27, 2022



**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796 7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of September 27, 2022 (the "Effective Date") by and between **Raymond Hurt and Stella Hurt** ("Landowner(s)") and **Aurora Solar LLC**, an Oregon limited liability company ("Aurora").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "**Property**") Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1 Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**"):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1 an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property, and

- 1.1.2 an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time
- 1.2 The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3 The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora
- 1.4 The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes
- 1.5 Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a)
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**  
Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1 **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7 Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property

4.8 Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property, provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9 No Conflict of Interest Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

5.2 Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.

5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.

5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement, provided, however, that if Aurora wishes to contest any such lien, Aurora

shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law

5.5 Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property

6 ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1 Right to Encumber Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2 Covenants for Lender's Benefit Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed

7.2.2 A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself

7.2.3 No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire

Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2 4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8 **Default and Termination**

8 1 **Aurora's Right to Terminate**. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8 2 **Landowner's Right to Terminate**. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8 3 **Effect of Termination**. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this

Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9 **Miscellaneous**

9.1. Notices All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

[REDACTED]

If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.



- 9.3. Successors and Assigns This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9 10 Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date

"LANDOWNER", Raymond Hurt

By: Raymond Hurt  
Printed Name: Raymond Hurt

STATE OF Ky §  
COUNTY OF Perry §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESS my hand and official seal, this the 2<sup>nd</sup> day of August, 2022

(AFFIX NOTARY SEAL OR STAMP)

Notary ID KYNP32P57

[Signature]  
Notary Public  
My Commission Expires. 7.9.25

"LANDOWNER", Stella Hurt

By: Stella Hurt  
Printed Name: Stella Hurt

STATE OF Ky §  
COUNTY OF Perry §

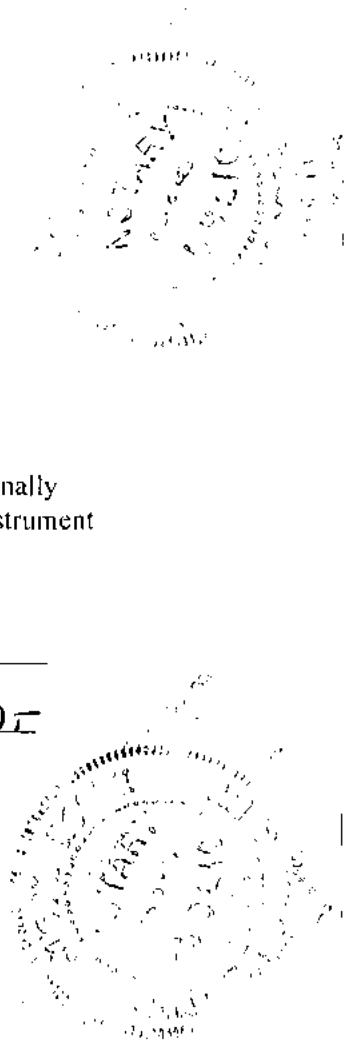
I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESS my hand and official seal, this the 2<sup>nd</sup> day of August, 2022

(AFFIX NOTARY SEAL OR STAMP)

Notary ID KYNP32857

[Signature]  
Notary Public  
My Commission Expires 7.9.25



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date

"AURORA"

Aurora Solar LLC,  
an Oregon limited liability company

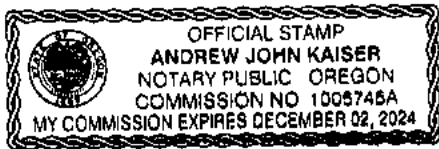
By *Carrie Tracy*  
Printed Name: **Carrie Tracy**  
Title: **Authorized Representative**

LEGAL  
*[Handwritten mark]*

By *Stephanie La Pier*  
Printed Name: **Stephanie La Pier**  
Title: **Authorized Representative**

STATE OF OREGON )  
 )ss  
COUNTY OF MULTNOMAH )

This instrument was acknowledged before me September 27, 2022, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



*[Signature]*  
Notary Public  
My commission expires December 02, 2024  
Commission No.: 1005745A

This instrument prepared by:

*[Signature]*  
Justin W. Noble, Esq.  
Law Offices of David A. Johnson  
461 Main Street  
Hazard, KY 41701

## **EXHIBIT A**

### **Description of the Property**

BEGINNING at a steel stake at the right hand hollow of Flat Gap Branch, thence with the right hand hollow as it runs to the lower side of field, thence a straight line through the center of the field to the top of the hill, thence down the ridge to the first point; thence a straight line back to the point of BEGINNING, containing eight (8) acres more or less.

Being the same property conveyed by deed from Mary Hurt, Merrill Jean Grigsby, and Denny Hurt to Raymond Hurt and Stella Hurt, dated the 25<sup>th</sup> day of March, 2003, in Deed Book 298, Page 745, records of the Perry County Clerk's Office

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner at the time of Landowner's execution of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment The Easement on the Property is estimated to be [REDACTED] in length, pending survey. Aurora [REDACTED] [REDACTED] as described below at the time of Landowner's execution of this Agreement. At an estimated [REDACTED] this first payment will be [REDACTED]. Aurora shall [REDACTED] used by Aurora's Electrical Line Facilities on the Property, according to the surveyed distance, less the [REDACTED] [REDACTED] previously paid within [REDACTED] after commencing construction:
  - From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]of corridor used
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property Aurora shall make a one-time installation payment to Landowner of [REDACTED] [REDACTED] within [REDACTED] prior to commencing construction on the Property
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay

Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6 Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7 Taxes

1.7.1. Aurora shall pay [REDACTED]

directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("Incremental Taxes"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated

property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.



**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC

Elizabeth Gonzalez  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengtson-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT

by and between

TRACIE JONES,  
as the grantor

and

AURORA SOLAR LLC,  
as the grantee

Dated February 25<sup>th</sup>, 2022

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**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of February 25<sup>th</sup>, 2021 (the “**Effective Date**”) by and between **Tracie Jones** (“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
  - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):
    - 1.1.1. an **overhead collection system easement**, consisting of
      - 1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and
      - 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
    - 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a “utility easement” pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner’s Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner’s fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora’s prior written consent.
  - 4.2. **No Interference.** Landowner’s activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether

located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, “Minerals”) in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora’s quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner’s fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora’s solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora’s development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA’S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora’s construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora’s activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora’s overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora’s contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction

project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. **ASSIGNMENT.** Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents. Aurora will notify Landowner within [REDACTED] after any assignment or transfer of this Agreement to a subsidiary or other operating entity. Aurora will provide the name, address, contact person or department, and phone number of the assignee or transferee in such notice. Failure to give such notice will not constitute a default under this Agreement but rather shall only have the effect of not binding Landowner with respect to such assignment or transfer until such notice shall have been given. This Agreement will be binding upon the assignee or transferee.

7. **ENCUMBRANCE OF EASEMENTS.**

7.1. **Right to Encumber.** Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. **Covenants for Lender's Benefit.** Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

**8. Default and Termination.**

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by

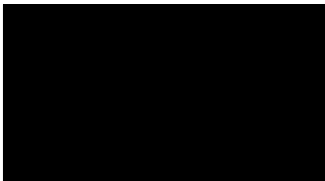


Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Suite 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Tracie Jones

By: Tracie Jones  
Printed Name:

STATE OF Kentucky §  
  §  
COUNTY OF Perry §

I Ginger A. Smith, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 5<sup>th</sup> day of October, 2021

(AFFIX NOTARY SEAL OR STAMP) Ginger A. Smith  
Notary Public  
My Commission Expires: 1-14-2023

Notary ID. 615279

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

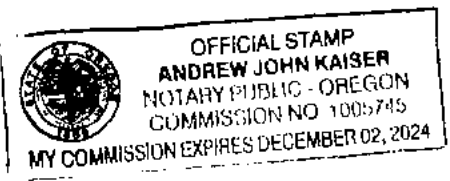
EGAC  
KLP

By: [Signature]  
Printed Name: **Sara Parsons**  
Title: Authorized Representative

By: [Signature]  
Printed Name: **KANAKA SANKARPU**  
Title: Authorized Representative

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me March 10<sup>th</sup>, 2022, by Sara Parsons and Daniel Sankarpu, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 1005745

This instrument prepared by.

[Signature]  
Justin W Noble  
Law Offices of David A. Johnson  
461 Main Street  
Hazard, KY 41701

## EXHIBIT A

### Description of the Property

A certain tract or parcel of land lying and being in Perry County, Kentucky and more particularly described as follows:

Beginning at the county road at a small drain; thence a straight line to a cross fence and hickory tree; thence down the hill as the fence runs to a dogwood tree; thence around the hill to a rock marked X; thence down the hill to a county road; thence up the county road to the beginning, containing five acres more or less.

Lying and being in Perry County, KY on Lower Second Creek, a tributary of the North Fork of KY River and bounded as follows:

Beginning at the county road at a small drain at Woodson Feltner's line; thence up the county road to a hickory marked; hence a straight line up the hull to a rock marked X; thence a straight line around the hill down the creek to a dogwood and Woodson Feltner's line; thence down the hill with said Woodson Feltner's line to the county road and the beginning, containing one acre more or less.

Being the same property conveyed to **Rachel Ritchie Jones** by **Cyprus Southern Realty Corporation** by deed dated March 3<sup>rd</sup>, 1989 and recorded in the office of the Perry County Clerk at Deed Book 220 page 182. Being the same property pursuant to the Affidavit of Descent to Tracie Jones from Rachel Ritchie Jones, recorded in the office of the Perry County Clerk.

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED] of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

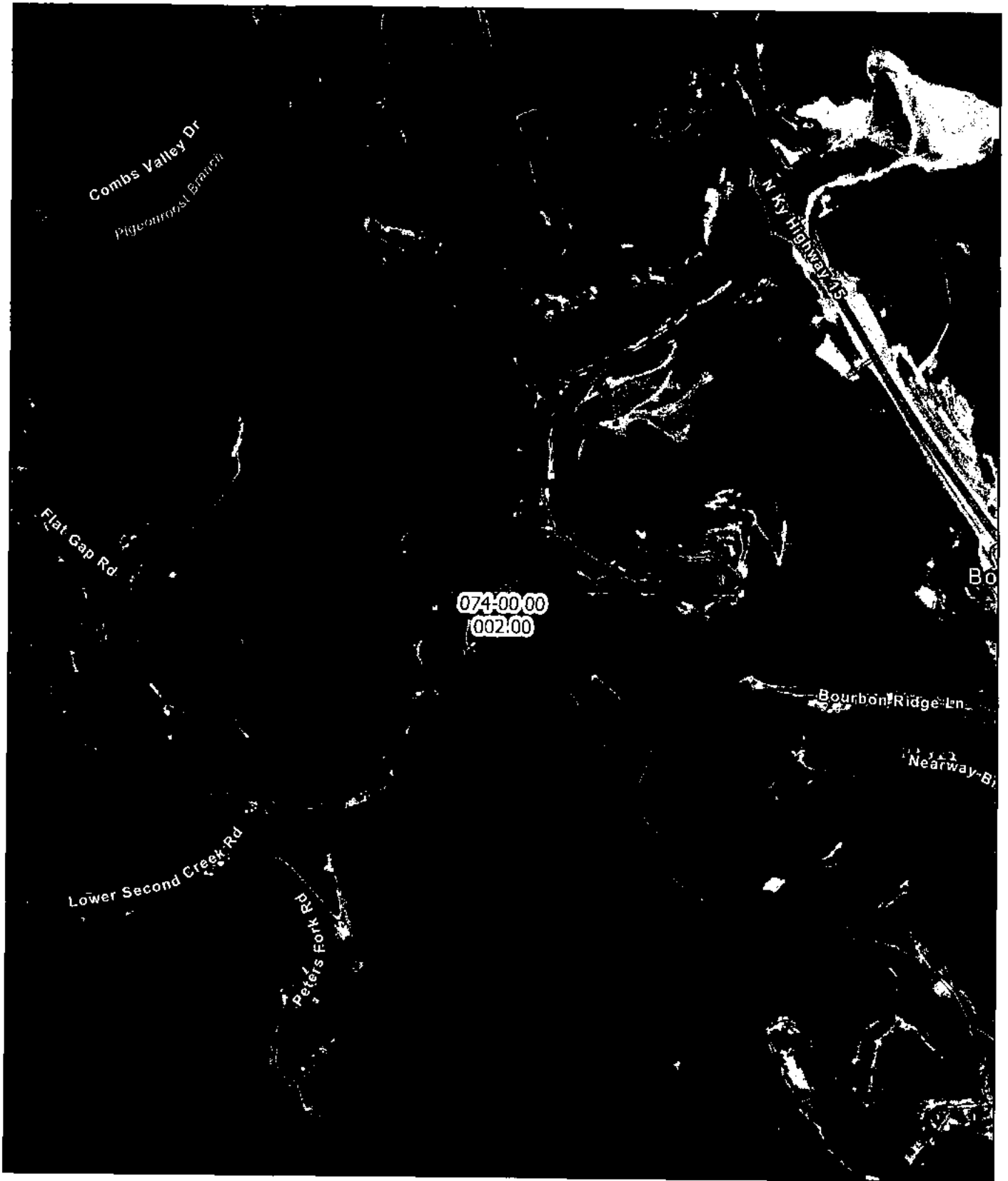
1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.



 Parcel Boundary




0 500 1,000  
 Feet

Exhibit B  
 Tracie Jones  
 Bright Mountain Solar



**AVANGRID**  
 RENEWABLES



**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of May 10<sup>th</sup>, 2021 (the “**Effective Date**”) by and between **Kentucky Mountain Partnership** (“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
  - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):
    - 1.1.1. an **overhead collection system easement**, consisting of
      - 1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and
      - 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
    - 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.
    - 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the

intention of the parties that such easements are freely assignable and not personal to Aurora.

1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.

1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).

2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] years from the Effective Date.

3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.

4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:

4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

4.2. **No Interference.** Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the

Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals

(collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5 **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading

of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within five (5) days of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. **ASSIGNMENT.** Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS.**

7.1. **Right to Encumber.** Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. **Covenants for Lender's Benefit.** Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows.

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its

designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

## 9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

[REDACTED]

If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
1125 NW Couch, Suite 700  
Portland, Oregon 97209

With copy to:

Aurora Solar LLC  
Attn. Land Management  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.



- 9.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.
- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Kentucky Mountain Partnership

By: Winfred C. Smith  
Printed Name: Winfred C. Smith

STATE OF Kentucky §

COUNTY OF Perry §

I, Just Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESS my hand and official seal, this the 26 day of March, 2021.

(AFFIX NOTARY SEAL OR STAMP)

Notary ID: 579439

[Signature]  
Notary Public  
My Commission Expires: 5-22-21

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

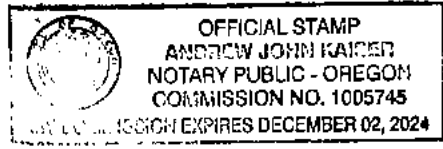


By: [Signature]  
Printed Name: **Sara Parsons**  
Title: Authorized Representative

By: [Signature]  
Printed Name: **Stephanie La Pier**  
Title: Authorized Representative

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss.

This instrument was acknowledged before me July 6th, 2021, by Sara Parsons and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 1005745

This instrument prepared by:  
[Signature]  
Justin W Noble  
Law Offices of David A. Johnson  
461 Main Street  
Hazard, KY 41701

## EXHIBIT A

### Description of the Property

All that real property located in Perry County, Kentucky, described as follows:

**Tract 1:** Lot # 12 Beginning at the beginning corner of Lot # 1 in the center of the County Road; thence running 400 feet in a western direction along the County Road; thence running 700 feet in a northwestern direction to the mine road; thence running 180 feet to the perimeter of Southern Campbell Farm; thence running in a southeast direction with meander of Sherman Cambell Farm description to the point of beginning, containing 7.1 acres, more or less.

Being the same property conveyed to **Kentucky Mountain Partnership** by **Lea Sparks** by deed dated November 13<sup>th</sup>, 2007 and recorded in the office of the Perry County Clerk at Deed Book 335 page 143.

**Tract 2:** Beginning on Pigeon Roost Creek, corner to Walter Eversole, near a black walnut; thence up the hill with the line of Walter Eversole's and a wire fence to the top of the ridge, thence up and with the ridge to a large water oak, on top of the knob, marked; thence a straight line down the hill to a locust post at the upper corner of the yard fence above the house to Pigeon roost; thence down the creek as it meanders to the beginning, containing thirty-five acres more or less.

**Excepting** there from a plot of land measuring 100 x100 on which is located a dwelling house, conveyed by first parties herein to VERSIE DIXON and husband, JOHN DIXON.

Being the same property conveyed to **Kentucky Mountain Partnership** by **Harry Francis Jr., and his wife, Betty Francis** by deed dated January 7<sup>th</sup>, 2008 and recorded in the office of the Perry County Clerk at Deed Book 336 page 112.

**Tract 3:** All the property described in Deed Book 174, Page 640, records of the Perry County Clerk's Office, except for the cemetery on this property which shall be encompassed by a boundary beginning at the edge of the road; thence running with the road 300 feet; thence turning and running up the hill 100 feet; thence turning at a right angle and running in a straight line for 300 feet; thence turning at a right angle and running 100 feet back to the point of beginning. Being the same property conveyed to **Kentucky Mountain Partnership** by **Donald Campbell and Josephine Campbell, his wife, Terry Glenn Campbell and Christina Hamlet, his wife, and Evangeline Rhodes and Thomas Rhodes, her husband** by deed dated March 12<sup>th</sup>, 2003 and recorded in the office of the Perry County Clerk at Deed Book 298 page 560.

STATE OF KENTUCKY

COUNTY OF PERRY

I, WAYNE NAPIER, CLERK OF THE STATE AND COUNTY AFORESAID DO CERTIFY  
THAT THE FOREGOING INSTRUMENT WAS LODGED FOR RECORD IN MY OFFICE  
AND THE FOREGOING CERTIFICATE HAS BEEN RECORDED

IN Deed BOOK NO. 418 PAGE 22.

WITNESS BY MY HAND THIS 29 DAY OF September 2021

WAYNE NAPIER PERRY COUNTY CLERK

BY Conny Bates D.C.

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of May 7<sup>th</sup>, 2021 (the “**Effective Date**”) by and between **Alisha B. Lewis** (“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

**1 GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached **Exhibit A** and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.

1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a “utility easement” pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner’s Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner’s fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora’s prior written consent.
  - 4.2. **No Interference.** Landowner’s activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether

located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.



4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction

project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. **ASSIGNMENT.** Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS.**

7.1. **Right to Encumber.** Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. **Covenants for Lender's Benefit.** Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants,

conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

**8. Default and Termination.**

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within ninety (90) days after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

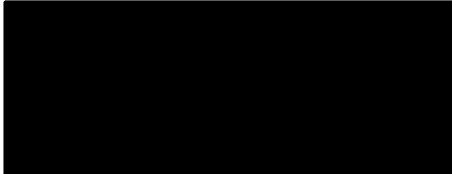
8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

**9. Miscellaneous.**

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when

personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
1125 NW Couch, Suite 700  
Portland, Oregon 97209

With copy to:

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND**

PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Alisha Lewis

By: Alisha Brandy Lewis  
Printed Name: Alisha Brandy Lewis

STATE OF Kentucky §  
§  
COUNTY OF Perry §

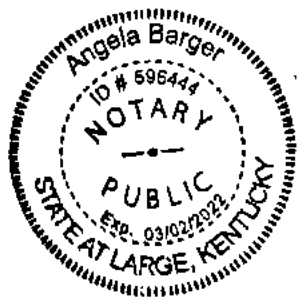
I Angela Barger, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 23 day of March, 2021.

(AFFIX NOTARY SEAL OR STAMP)

Angela Barger  
Notary Public  
My Commission Expires: 3-2-22

Notary ID: 596444



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

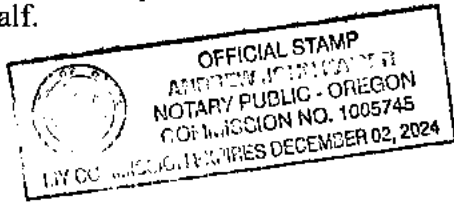
LEGAL  
SPL  
LAND M  
AK.

By: [Signature]  
Printed Name: **Sara Parsons**  
Title: **Authorized Representative**

By: [Signature]  
Printed Name:  
Title: **Stephanie La Pier**  
**Authorized Representative**

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss.

This instrument was acknowledged before me July 6th, 2021, by Sara Parsons and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 1005745

This instrument prepared by:

[Signature]  
Justin W. Noble  
Law Offices of David A. Johnson  
461 Main Street  
Hazard, KY 41701



KENTUCKY RIVER PROPERTIES LLC

KENTUCKY MOUNTAIN PARTNERSHIP

BACK EVERETT AND PEARLIE HEIRS (COMBS COL

KENTUCKY RIVER PROPERTIES LLC

CHALK CHARLES & KATHLEEN

COMBS ANGIE

KENTUCKY MOUNTAIN PARTNERSHIP INC

WALKER MICHAEL & DIANA HOLLAN

BACK EVERETT AND PEAR

COLWELL CRYSTAL

WALKER MICHAEL & DIANA HOLLAN

KENTUCKY MOUNTAIN PARTNERSHIP INC

COMBS A

KENTUCKY MOUNTAIN PARTNERSHIP, INC

SPENCER LAU

KENTUCKY MOUNTAIN PARTNERSHIP, INC

CAMPBELL SHERMAN-ES

KENTUCKY MOUNTAIN PARTNERSHIP, INC

CAMPBELL SHERMAN-ESTATE

COUCH GLADYS

NEACE ESTILL ALLEN & DEBORAH

KENTUCKY MOUNTAIN PARTNERSHIP

61

COOK JONATHAN &

HADDIX SHAFTER

DUFF LOIS

SPENCER JIMMY LOU & CHARLENE

KENTUCKY MOUNTAIN PARTNERSHIP INC

KENTUCKY MOUNTAIN PARTNERSHIP INC

COUCH DENVER AND MELISSA

LEWIS ALISHA B

SOUTHWOOD JIMMIE & CINDY

SPENCER JAMES LOU &

COUCH DENVER AND MELISSA

KENTUCKY MOUNTAIN PARTNERSHIP

HADDIX SHAFTER

PENTECOSTALS OF MANCHESTER CAMPBELL CLAUDE

PENTECOSTALS OF MANCHESTER

PERKINS STEPHEN NEIL & SHIRLYN

DUFF LOIS

MESS PHILLIP

DEATON SAMUEL

NEACE ESTILL ALLEN & DEBORAH RENEE

NAPIER LEONARD

52

NAPIER SAM & TONDA

CAMPBELL GERALDINE

VANHOOSE JAMES & PAULA

62

NEACE ESTILL ALLEN & DEBORAH RENEE

FUGATE DIANE C & ALAMANDER

HADDIX SHAFTER & MORGAN COMBS

FUGATE DIANE C & ALAMANDER

WILLIAMS JAMES J

DEATON RON

COMBS R B

MOORE OPAL

KENTUCKY MOUNTAIN PARTNERSHIP INC

**EXHIBIT A**

**Description of the Property**

A certain tract or parcel of land lying and being in Perry County, Kentucky and more particularly described as follows:

Beginning at a stake in a point common to the County Road; thence running up stream with the road right of way distance of 375' to a stake; thence turning left and running 30' to a point; thence turning left and running parallel with county road a distance of 50' to a stake; thence turning right and running up the hill to an approximate 30' to a marked poplar approximately 16" in diameter; thence turning left and running around the hill approximately 175' to a marked poplar; thence running left and running down the hill approximately 110' to a base of the hill and being up stream approximately 20' above marked 20" poplar; thence continuing across the bottom approximately 100' to the point of beginning. Containing 1 acre more or less  
This Conveyance includes the Clayton Mobile Home KY title # 101930970023 which is attached to this property and which has been converted to real estate.

Being the same property conveyed to **Alisha B. Lewis** by **Eric Lewis** by deed dated May 22<sup>nd</sup>, 2020 and recorded in the office of the Perry County Clerk at Deed Book 409 page 424.

**EXHIBIT B**

**(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
  - From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED] of corridor used.

- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.
- 1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.
- 1.7. Taxes
- 1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if

Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

- 1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.
- 1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**RECORDING REQUESTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210

**WHEN RECORDED RETURN TO:**

Hopkins, Klausing, Schroeder & Von Sossan, LLC  
Attn: Dan Gershutz  
814 N. Locust Street, Suite 2  
Ottawa, OH 45875

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(Space above this line for Recorder's use only)

**OVERHEAD AND UNDERGROUND ELECTRICAL LINE EASEMENT**

**THIS OVERHEAD AND UNDERGROUND ELECTRICAL LINE EASEMENT** (this "Agreement") is made and entered into as of July 5th, 2023 (the "Effective Date") by and between **Laura J. Warnimont Mansfield and Ronald P. Mansfield**, wife and husband ("Landowner"), and **Aurora Solar LLC**, an Oregon limited liability ("Aurora").

- 1.0 **GRANT OF EASEMENT.** Landowner owns that certain parcel of real property located in Putnam County, Ohio, consisting of approximately [REDACTED] and identified as Putnam County PIN 33-015080.0300 (the "Property"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on a portion of the Property. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns an easement over that portion of the Property depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Easement Corridor"), for the erection, construction, reconstruction, replacement, relocation, improvement, alteration, maintenance and use of an overground and underground electrical energy collection system, consisting of a line or lines of underground or aboveground wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, poles, junction boxes and fixtures for use in connection with said wires and/or cables under such easement rights (collectively, the "Appurtenances"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Appurtenances from time to time, on, along and in the Easement Corridor. The improvements, facilities,

machinery and equipment described above, including the Appurtenances, are collectively defined as the “**Electrical Line Facilities**”.

- 2.0 **ASSIGNABILITY OF EASEMENT.** The parties declare that the forgoing easement is for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easement is freely assignable and not personal to Aurora. Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such sub easements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities.
- 3.0 **DESCRIPTION OF EASEMENT CORRIDOR.** Landowner and Aurora mutually agree and acknowledge that Exhibit A is the best depiction or description of the planned Easement Corridor available to the parties as of the Effective Date. Aurora will use diligent efforts to locate the Electric Line Facilities as close as commercially reasonable possible to the corridor described in Exhibit A. However, the route of such Easement Corridor may need to be modified, changed or otherwise updated as project planning progresses. If Aurora needs to move the location of the Electrical Line Facilities outside the Easement Corridor shown on Exhibit A, Aurora will prepare a revised Exhibit A for Landowner’s review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Within a reasonable time following Aurora’s final determination of the location of the Electrical Line Facilities and the Easement Corridor, Aurora shall have a metes and bounds description of the Easement Corridor prepared by a professional surveyor. The parties agree to amend this Agreement to replace the Exhibit A attached hereto with such metes and bounds description of the Easement Corridor. If the location of the Easement Corridor does not change, and the metes and bounds description of the Easement Corridor describes the same area as depicted on Exhibit A attached hereto, then Aurora shall be entitled to unilaterally execute and record an amendment to this Agreement replacing the current Exhibit A with the metes and bounds description version of Exhibit A.
- 4.0 **TERM.** The term of the Easement shall be up to [REDACTED] from and after the Effective Date.
- 5.0 **PAYMENTS TO LANDOWNER.** The payments to be made by Aurora to Landowner as consideration for this Agreement are set forth in Exhibit B attached hereto and incorporated herein by this reference. Exhibit B is *NOT TO BE RECORDED*.
- 6.0 **LANDOWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:

- 6.1 Landowner's Authority. Landowner owns the Easement Corridor in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Easement Corridor are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.
- 6.2 No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located within the Easement Corridor or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located within the Easement Corridor or elsewhere; (ii) access over the Easement Corridor to the Electrical Line Facilities, whether located within the Easement Corridor or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 6.3 Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 6.4 Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Easement Corridor to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.

- 6.5 Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 6.6 Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Easement Corridor, to the extent caused by the gross negligence or willful misconduct of Landowner, provided that the gross negligence or willful misconduct of Aurora is not a contributing cause of such damage, injury, or death. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees or agents of Landowner.
- 6.7 Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Easement Corridor.

7 **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:

- 7.1 Tile Repair. Aurora shall make commercially reasonable repair, including replacement of damaged tile as necessary, of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities within the Easement Corridor. All farm drainage tile which intersects Aurora's electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with (i) a GPS coordinate reading of the location of such repaired or replaced tile and (ii) an



illustration depicting the location of all electrical wires and cables, located in the Easement Corridor, as well as the intersection of all such improvements with the drainage tile system within the Easement Corridor. In the event that Landowner's activities in the Easement Corridor subsequent to installation of the Electrical Line Facilities shall require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] after receiving the locate request.

- 7.2 Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Easement Corridor under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 7.3 Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities within the Easement Corridor, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's agents, tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Easement Corridor occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 7.4 Construction Liens. Aurora shall keep the Easement Corridor free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Easement Corridor in connection with Aurora's use of the Easement Corridor pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 7.5 Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal,

transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Easement Corridor.

8 **ASSIGNMENT.** Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easement and rights contained in this Agreement shall run with and against the Easement Corridor and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, lessees, employees, and agents. This Agreement and the Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, lessees, employees, and agents.

9 **ENCUMBRANCE OF EASEMENTS.**

9.1 **Right to Encumber.** Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Aurora's interest under this Agreement and the easement created by this Agreement without the consent of Landowner.

9.2 **Covenants for Lender's Benefit.** Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easement created by this Agreement, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

9.2.1 They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed.

9.2.2 The Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

9.2.3 No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner

that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

9.2.4 In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## **10 DEFAULT AND TERMINATION.**

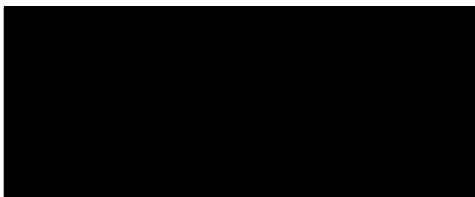
- 10.1 Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Easement Corridor at any time, effective upon [REDACTED] written notice to Landowner.
- 10.2 Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

10.3 Effect of Termination. Upon termination of this Agreement, whether as to the entire Easement Corridor or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Easement Corridor, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora-installed below grade improvements to a level [REDACTED] below grade from the Easement Corridor or portion of Easement Corridor as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

11 MISCELLANEOUS.

11.1 Notices. All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
With copy to:

Aurora Solar LLC  
Attn: Contract Administration  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 11.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Easement Corridor, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 11.3 Successors and Assigns. This Agreement and the easement granted to Aurora hereunder shall burden the Easement Corridor and shall run with the Easement Corridor. This Agreement and the easement granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 11.4 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.
- 11.5 **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 11.6 **EACH OF LANDOWNER AND AURORA KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL**

**INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**

- 11.7 Partial Invalidation. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 11.8 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 11.9 No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 11.10 Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed within the Easement Corridor, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and Acknowledgement pages to follow]**

IN WITNESS WHEREOF, Landowner and Aurora have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**AURORA:**

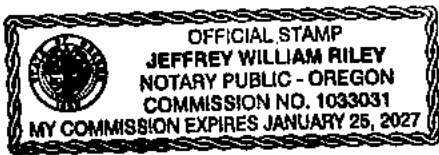
**Aurora Solar LLC,**  
an Oregon limited liability company

By: [Signature]  
Printed Name: Sara Parsons  
Title: Authorized Representative

By: [Signature]  
Printed Name: Stephanie La Pier  
Title: Authorized Representative

STATE OF OREGON            )  
  ) ss.  
COUNTY OF MULTNOMAH )

The foregoing instrument was acknowledged before me this 5th day of July, 2023 by Sara Parsons and Stephanie La Pier, as Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on behalf of such limited liability company.



[Signature]  
Notary Public for State of Oregon  
My commission expires: January 25th, 2027  
Commission No.: 1033031

IN WITNESS WHEREOF, Landowner and Aurora have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LANDOWNER:**

*Laura J. Warnimont Mansfield*  
Laura J. Warnimont Mansfield

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF PICKAWAY        )

On this 26 day of June, 2023, before me a notary public, the undersigned, personally appeared Laura J. Warnimont Mansfield, (an) individual(s) personally known to me (or 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf which the person(s) acted, executed the instrument.

In witness whereof, I hereto set my hand and official seal.

*Mary Jo Vonderembse*  
\_\_\_\_\_  
Name:  
Notary Public for State of Ohio  
My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_



MARY JO VONDEREMBSE  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires  
April 11, 2025



IN WITNESS WHEREOF, Landowner and Aurora have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

**LANDOWNER:**

Ronald P. Mansfield  
Ronald P. Mansfield

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF DELAWARE        )

On this 26 day of June, 2023, before me a notary public, the undersigned, personally appeared Robert P. Mansfield, (an) individual(s) personally known to me (or 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf which the person(s) acted, executed the instrument.

In witness whereof, I hereto set my hand and official seal.

Mary Jo Vonderembse  
Name: \_\_\_\_\_  
Notary Public for State of Ohio  
My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_



MARY JO VONDEREMBSE  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires  
April 11, 2025

**EXHIBIT A**

**Depiction of Easement Corridor**

A 100 foot wide easement corridor running north to south over the below described real property, the easterly boundary of which is the westerly right of way line of State Route 108 and the westerly boundary of which is located 100 feet west of said right of way line.

All that real property located in Putnam County, State of Ohio, described as follows:

Situated in the Township of Palmer, County of Putnam and State of Ohio:

**PARCEL 3 – 45.444 ACRES**

Situated as part of the Northeast Quarter of Section 35, Palmer Township, Town 2 North, Range 6 East, Putnam County, Ohio, also being part of a 139 acre tract of land as recorded in Official Record Volume 706, Page 539 and Official Record Volume 706, Page 537 of the Putnam County Deed Records and more particularly described as follows:

Beginning at a monument box found marking the Northeast corner of Section 35 and the Northeast corner of said 139 acre tract and the POINT OF BEGINNING;

Thence South 00°26'56" West along the East line of the Northeast Quarter (State Route 108) and the East line of said 139 acre tract a distance of 2,035.02 feet to a point found in the centerline of Miller City Cutoff Ditch;

Thence along the centerline of said ditch the following five (5) courses:

South 75°18'08" West a distance of 100.25 feet to a point;  
South 87°54'53" West a distance of 111.89 feet to a point;  
South 74°56'41" West a distance of 136.26 feet to a point;  
North 80°47'12" West a distance of 173.16 feet to a point;  
South 82°06'38" West a distance of 440.63 feet to a point;

Thence North 00°29'21" East along a new division a distance of 2,144.21 feet to a mag nail set on the North line of the Northeast Quarter (State Route 613), passing a 5/8 inch rebar with ID cap set at 52.86 feet and 2,114.21 feet;

Thence South 89°18'07" East along said North line of the Northeast Quarter a distance of 945.46 feet to the POINT OF BEGINNING, said tract containing 45.444 acres of land, more or less.

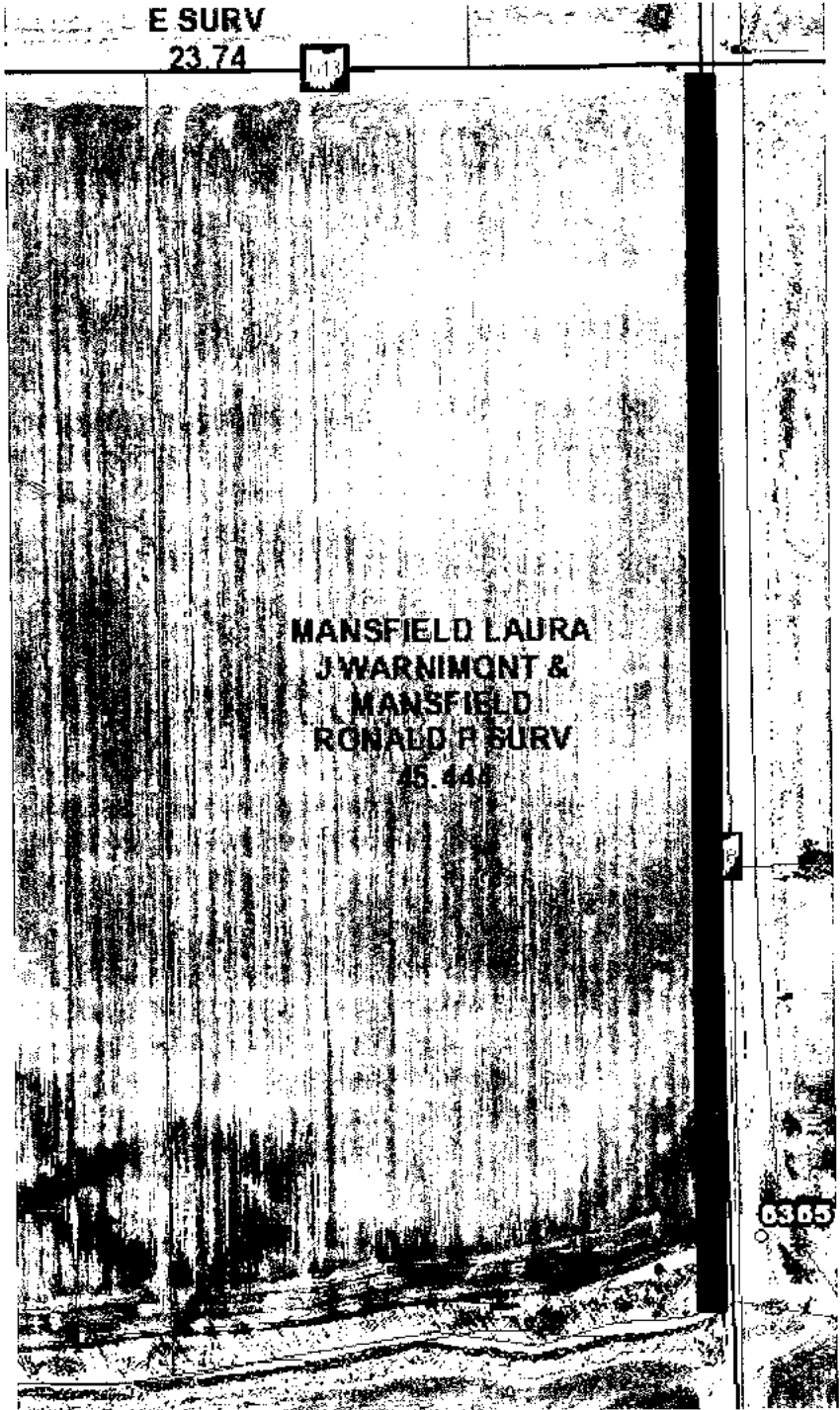
Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual survey performed in January, 2019, under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the North line of the Northeast Quarter of Section 35 (State Route 613) to be South 89°18'07" East and are for the purpose of angle determination only.

Parcel No. 33-0150.80.0300

Plat Book 88, Page 86

100' wide easement corridor over  
Parcel No. 33-015080.0300 with  
easterly boundary of said corridor  
being the westerly right of way  
line of State Route 108



**EXHIBIT B**

**Compensation**

**NOT TO BE RECORDED**

1. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which shall be due and payable to Landowner within [REDACTED] after the Effective Date of this Agreement.
2. On the first anniversary of the Effective Date and thereafter on an annual basis until construction of the Electrical Line Facilities commences, Aurora shall pay Landowner a rental payment of [REDACTED]
3. Within [REDACTED] following commencement of construction of the Electrical Line Facilities within the Easement Corridor Aurora shall make a one-time payment to Landowner in the sum of (a) [REDACTED] and (b) [REDACTED]  
[REDACTED]
4. [REDACTED]
5. Aurora shall reimburse Landowner for reasonable and actual attorney fees incurred by Landowner for the review and negotiation of this Agreement. The amount of reimbursement shall not exceed [REDACTED]. Reimbursement shall be made within [REDACTED] following Aurora's receipt from Landowner of a paid invoice reasonably detailing the attorney's charges and such other documentation as Aurora may reasonably request.
6. Taxes
  - 6.1 Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities within the Easement Corridor, not later than the due date thereof, including any reclassification of the Easement Corridor as a result of the Electrical Line Facilities or this Agreement

("Incremental Taxes"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others within the Easement Corridor, or to the underlying value of the Easement Corridor itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Easement Corridor, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

- 6.2 Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities directly to Aurora.
- 6.3 Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Steven J. Misner and Maria R. Misner, husband and wife

as the Landowners

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated January 4<sup>th</sup>, 2022

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

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(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of January 4<sup>th</sup>, 2022 (the "**Effective Date**") by and between **Steven J. Misner and Maria R. Misner**, husband and wife ("**Landowner(s)**") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "**Property**") Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**"):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property,  
and

- 1.1 2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM**. The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER**. Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**. Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority**. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the



Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the

sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED]

██████████ after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within ██████████ after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, ██████████ after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

██████████

If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon

Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

- 9.11. If Aurora utilizes spraying activities as a method of foliage growth control on the Property, such spraying will be limited to areas containing structures only.

**[Signature and acknowledgment pages follow]**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Steven J. Misner

*Steven J. Misner*

By: Steven J Misner

Printed Name:

STATE OF TEXAS §

COUNTY OF FORT BEND §

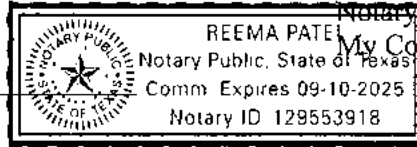
I REEMA PATEL, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 5<sup>th</sup> day of NOVEMBER, 2022

(AFFIX NOTARY SEAL OR STAMP)

*Reema Patel*

Notary ID. 129553918



Notary Public  
My Commission Expires: 9/10/2025

"LANDOWNER", Maria R. Misner

By: *Maria R. Misner*

Printed Name: Maria R Misner

STATE OF TEXAS §

COUNTY OF FORT BEND §

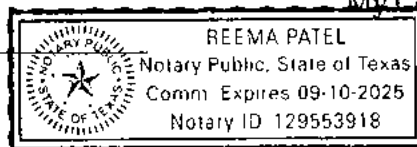
I REEMA PATEL, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 5<sup>th</sup> day of NOVEMBER, 2022

(AFFIX NOTARY SEAL OR STAMP)

*Reema Patel*

Notary ID. 129553918



Notary Public  
My Commission Expires: 9/10/2025

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

Aurora Solar LLC,  
an Oregon limited liability company

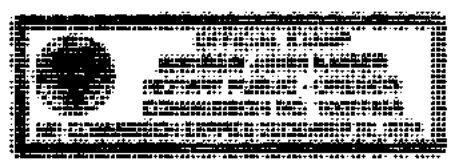
By: *Carrie Tracy*  
Printed Name: **Carrie Tracy**  
Title: **Authorized Representative**

LEGAL  
JAB

By: *Stephanie La Pier*  
Printed Name: **Stephanie La Pier**  
Title: **Authorized Representative**

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me January 4<sup>th</sup>, 2023, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



*Justin W. Noble*  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 10057454

This instrument prepared by:

Justin W. Noble, Esq.  
Law Offices of David A. Johnson  
461 Main Street  
Hazard, KY 41701

## EXHIBIT A

### Description of the Property

A parcel of land, Tract II of property conveyed to Everett and Pearlie M. Back by Master Commissioner Deed, dated January 3<sup>rd</sup>, 1992, and of record in Deed Book 234, Page 102, lying and being in the head of Little Pigeonroost Branch of Big Pigeonroost Branch a tributary of the North Fork of the Kentucky River. Said parcel being situated about one mile north of the community of Butterfly and about 2 miles up Big Pigeonroost Branch containing 64.72 acres more or less. The deed description is as follows:

A parcel of land lying and being in the head of Little Pigeonroost Branch of Big Pigeonroost Branch a tributary of the North Fork of the Kentucky River. Said parcel being situated about one mile north of the community of Butterfly and about 2 miles up Big Pigeonroost Branch. Said parcel being a portion of that tract of land conveyed to Bill and Sally Engle as recorded in Deed Book 80, page 432. Said parcel is more particularly bounded and described as follows:

Being at a point in the center of Little Pigeonroost Branch being the 8th corner to Tract No. 3; Thence leaving the said tract and the said branch, North 56-23-19 West 40.09 Feet to a point on an aluminum cap top a steel re-bar set at or near the beginning corner to the tract of land conveyed to Everett and Pearlie Back as recorded in Deed Book 139, Page 195. References are S13-40-39E 11.0 feet to a 12 inch pine tree and N72-19-49W 7.9 feet to a 14 inch pine tree; Thence from the 43-bar and cap extending up the hill with the lines of the said Back tract, North 24-58-10 West 968.97 Feet passing a surface mine site at 325 feet, to a steel re-bar and aluminum cap set in the center of the ridge between the said branch and Jake Campbell Branch. References are N 51-00-34E 15.6 feet to a 10 inch yellow oak tree and S84-54-36E 15.6 feet to a 15 inch black oak tree; thence leaving the said Back property and extending up the ridge with its meanders, North 38-13-21 East 157.70 feet to a red plastake, Thence North 03-21-57 East 65.77 feet to a red plastake; Thence, North 14-20-52 East 98.66 Feet to a red plastake; Thence North 09-14-06 East 91.04 Feet to a red plastake; Thence North 21-08-39 East 183.16 Feet to a red plastake; Thence North 71-17-07 East 83.93 Feet to a red plastake; Thence North 56-03-56 East 121.46 Feet to a red plastake; Thence North 65-49-46 East 75.45 feet to a red plastake; Thence North 54-28-58 East 153.65 Feet to a red plastake; Thence North 61-38-01 East 143.90 Feet a masonry nail and aluminum disc set in solid rock on top of a knob and between two 18 inch yellow oak trees; Thence, South 62-15-36 East 135.78 Feet to a lead plug, masonry nail and brass tag set in a small drill hole in solid rock; Thence North 78-44-40 East 102.80 feet to a red plastake, Thence South 73-42-45 East 139.09 Feet to a red plastake; Thence North 86-07-30 East 78.43 Feet to a red plastake; Thence, South 89-46-38 East 146.59 feet to a lead plug, masonry nail and brass tag in a small drill hole in solid rock; Thence, South 77-46-09 East 62.32 Feet to a lead plug, masonry nail and a brass tag set in a small drill hole in solid rock on top of a rock cliff; Thence North 82-27-35 East 94.63 Feet to a lead plug, masonry nail and a brass tag set in a small drill hole at the base of the rock cliff; Thence North 82-27-35 East 94.63 Feet to a lead plug, masonry nail and a brass tag set in a small drill hole at the base of the rock cliff; Thence, North 82-27-35 East 94.63 Feet to a lead plug, masonry nail and a brass tag set in a small drill hole at the base of the rock cliff; Thence, North 85-26-04 East 99.77 feet to a red plastake; Thence, North 75-16-51 East 98.04 Feet to a lead plug, masonry nail and a brass tag set in a small drill hole in a solid, flat rock; Thence, North 75-02-41 East 141.12

Feet to a red plastake; Thence North 81-28-13 East 114.19 Feet to a red plastake; Thence, North 72-48-54 East 139.72 Feet to a red plastake at the edge of old surface mine site; Thence through the mine site for seven calls, South 87-46-29 East 75.45 feet to a red plastake; Thence, North 72-48-54 East 139.72 Feet to a red plastake at the edge of old surface mine site; Thence through the mine site for seven calls, South 87-46-29 East 75.45 Feet to a red plastake; Thence, South 71-38-41 East 164.86 Feet to a steel re-bar with a aluminum cap atop set on the mine slope. Said re-bar being in the head of the said branch, Jake Campbell Branch, Sam Campbell Branch and Big Pigeonroost Branch. References are N 40-58-14W 17.4 feet to a 4 inch locust tree and N 71-17-31W 13.4 feet to a 4 inch locust tree. Said rebar and cap being a agreed corner with Mrs. Katie Combs Allen; Thence from the re-bar and cap, around the side of the mine slope formerly the spur between Big and Little Pigeonroost Branches, with an agreed line between Mrs. Pearlle Back and the said Allen for five calls, South 10-50-40 East 58.69 Feet to a red plastake, Thence, South 04-07-09 West 232.86 Feet to a red plastake, Thence, South 01-17-56 East 221.57 Feet to a red plastake, Thence, 07-33-04 West 190.32 Feet to a red plastake; Thence, South 13-41-20 West 142.72 Feet to a red plastake at the edge of the mine set and near the center of the spur between the said branches; Thence along the meanders of the said spur for the thirteen calls, South 14-07-58 West 97.24 Feet to a red plastake; Thence, South 33-24-36 West 168.38 Feet to a red plastake; Thence, South 19-51-12 West 53.69 Feet to a red plastake; Thence, South 27-26-30 West 169.98 Feet to a red plastake; Thence South 39-57-33 West 49.01 Feet to a red plastake; Thence, South 36-49-19 West 214.85 Feet to a steel re-bar and an aluminum cap being at a crest of the spur. References are S06-13-35W 10.6 feet to a 32 inch chestnut oak tree; Thence from the re-bar and cap continuing down the said spur, North 67-49-52 West 118.58 Feet to a red plastake; Thence, North 68-23-08 West 129.71 Feet to a lead plug, masonry nail and a brass tag in a small drill hole in solid rock; Thence, North 64-01-43 West 91.40 Feet to a red plastake 6 Feet northwest of an old blazed 28 inch leaning chestnut oak tree; Thence North 48-25-45 West 142.92 Feet to a red plastake on a small knob and on a rock cliff; Thence, North 72-04-48 West 30.90 Feet to a cross chiseled in solid rock on top of a rock cliff; Thence, South 88-17-25 West 241.77 Feet to a red plastake; Thence, South 52-26-13 West 98.86 Feet to a steel re-bar with an aluminum cap atop being at the 17th corner or Tract No. 3. References are N13-53-35E 24.4 feet to a 20 inch chestnut oak tree and N81-42-11E 5.2 feet to a 5 inch red oak tree; Thence from the re-bar and cap leaving the said spur and extending down the mountain with the lines of Tract No. 3 for the remaining calls, North 65-26-00 West 561.51 Feet to a cross chiseled on a planted stone set this survey on the edge go the Bank of Little Pigeonroost Creek. References are S64-14-57E 10.0 feet to a steel re-bar and aluminum cap and S87-37-17E 8.1 feet to a 18 inch poplar tree; Thence from the stone downstream with the meanders of the said branch, South 25-34-19 West 44.50 Feet to a point, Thence, South 25-34-19 West 91.15 Feet to a point, Thence, South 30-14-12 West 70.07 Feet to a point, Thence, South 17-45-16 West 101.83 Feet to a point; Thence, South 24-37-21 West 154.04 Feet to a point; Thence, South 23-33-10 West 19.32 Feet to a point; Thence, South 86-06-12 West 59.64 Feet to a point; Thence, South 20-20-05 West 120.33 Feet to the point of beginning, containing 64.72 acres by survey be the same more or less. All bearings are referenced from grid north as determined by a solar observation.

Excepted out from this parcel are the parcels previously conveyed by deed to Carrie Baker and Eric Baker, as recorded in Deed Book 313, Page 80; to Steven J. Misner and Maria R. Misner, as recorded in Deed Book 394, Page 332; to Karianne Salley, Deed Book 416, Page 525; as recorded in the Perry County Clerk's Office.

Being the same property conveyed by deed from Emily Salley, James Back, Janice Whitaker, and Gary D. Whitaker to Steven J. Misner and Maria R. Misner, dated the 11<sup>th</sup> day of June, 2022, in Deed Book 423, Page 26, records of the Perry County Clerk's Office.

**EXHIBIT B**  
**(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED] of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("Incremental Taxes"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] days after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Kathleen Napier and Leonard Napier, wife and husband

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated October 28, 2022



**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

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**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2022 (the “Effective Date”) by and between **Kathleen Napier and Leonard Napier**, wife and husband (collectively, “Landowner”) and **Aurora Solar LLC**, an Oregon limited liability company (“Aurora”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “Easement”):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “Overhead Appurtenances”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace,

relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is

authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, but only to the extent (a) caused by Landowner or Landowner's tenants or invitees, and (b) not caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly

agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

- 5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.
- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora

shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property. Aurora will provide Landowner with advance notice of any planned spraying of the Property with pesticides, herbicides or similar chemicals.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender

a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. **Default and Termination.**

8.1. **Aurora's Right to Terminate.** Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. **Landowner's Right to Terminate.** Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. **Effect of Termination.** Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

**If to Landowner:**

[REDACTED]

**If to Aurora:**

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Suite 300  
Portland, Oregon 97210

**With copy to:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.



- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**LANDOWNER**

Kathleen Napier  
Kathleen Napier

Leonard Napier  
Leonard Napier

STATE OF Kentucky §  
  §  
COUNTY OF Leslie §

The foregoing instrument was acknowledged before me this 5th day of August, 2022 by Kathleen Napier.

(AFFIX NOTARY SEAL OR STAMP)

Deborah A. Altje  
Notary Public  
My Commission Expires: 1-25-23  
Notary ID: 6116027

STATE OF Kentucky §  
  §  
COUNTY OF Leslie §

The foregoing instrument was acknowledged before me this 5th day of August, 2022 by Leonard Napier.

(AFFIX NOTARY SEAL OR STAMP)

Deborah A. Altje  
Notary Public  
My Commission Expires: 1-25-23  
Notary ID: 6116027

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

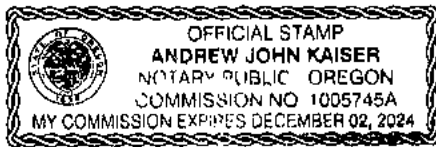
By: Carrie Tracy  
Printed Name: **Carrie Tracy**  
Title: **Authorized Representative**

LEGAL  
LWA

By: Stephanie La Pier  
Printed Name: **Stephanie La Pier**  
Title: **Authorized Representative**

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me October 28<sup>th</sup>, 2022 by  
Carrie Tracy and Stephanie La Pier,  
Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its  
behalf.



[Signature]  
Notary Public  
My commission expires: December 02, 2024  
Commission No., 1005745A

This instrument prepared by:

[Signature]  
**Justin W. Noble, Esq.**  
**Law Offices of David A. Johnson**  
**461 Main Street**  
**Hazard, KY 41701**

## **EXHIBIT A**

### **Description of the Property**

Lying and being in Perry County, Kentucky on Pigeon Roost Creek, a tributary of the North Fork of the Kentucky River, and more fully bounded and described as follows:

Beginning at the creek at a beech tree marked "x"; thence up the creek and up the hill a straight line with the coal house; thence a straight line to the top of the hill to Geraldine Campbell's line; thence back down the hill with Geraldine Campbell's line to the point of beginning.

Being the same property conveyed by deed from Ivory Napier, Lois Duff, Lonnie Duff, James Ashford Napier, Sam Napier, Tonda Napier, Lou Ann Deaton, and Samuel Wayne Deaton to Leonard Napier and Kathleen Napier, dated the 4<sup>th</sup> day of January, 1991, in Deed Book 230, Page 592, records of the Perry County Clerk's Office.

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall compensate Landowner based on the total number of [REDACTED] of the length of the [REDACTED] wide easement corridor constructed on the Property pursuant to Section 1.1.1.1. The total amount of the compensation under this Exhibit B, Section 1.3 shall be calculated as follows:
- [REDACTED] if the total linear footage is [REDACTED] or less;
  - [REDACTED] if the total linear footage is between [REDACTED]
  - An amount calculated by multiplying [REDACTED] of the easement corridor, if the total [REDACTED]
- It is estimated that the length of the easement corridor on the Property will be [REDACTED]. Within [REDACTED] following the Effective Date of this Agreement, Aurora will pay to Landowner the sum of [REDACTED] towards the Overhead Collector System and Communications Line Payment. Within [REDACTED] following commencement of construction of the Electrical Line Facilities, Aurora shall notify Landowner of the actual, as-measured length of the easement corridor and will pay to Landowner any remaining amounts due under this Exhibit B, Section 1.3.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken

out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED] Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing

of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

- 1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.



## OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of September 3rd, 2021 (the “**Effective Date**”) by and between **Estill Allen Neace and Deborah Renee Neace, husband and wife**(“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
  - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):
    - 1.1.1. an **overhead collection system easement**, consisting of
      - 1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and
      - 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
    - 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.
    - 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the

intention of the parties that such easements are freely assignable and not personal to Aurora.

1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.

2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.

3. **PAYMENTS TO LANDOWNER.**

3.1. **Signing Bonus.** As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.

3.2. **Annual Payments.** On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.

3.3. **Overhead Collection System and Communication Lines Payment.** Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:

- From [REDACTED] of corridor: [REDACTED]
- From [REDACTED] of corridor: [REDACTED]
- [REDACTED] of corridor: [REDACTED] of corridor used.

3.4. **Installation payment.** If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.

3.5. **Crop/Timber Damage.** Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately

prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

3.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

3.7. Taxes

3.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

3.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

3.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora

where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:

4.1. Landowner's Authority. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred

in connection with such cooperation, to the extent Aurora has approved such expenses in advance.

4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.

4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.

4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially-reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora

shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. **ASSIGNMENT**. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS**.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire

Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## **8. Default and Termination.**

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this



Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. **Short Form.** Landowner and Aurora shall execute in recordable form and Aurora shall then record a short form of the Agreement satisfactory in form and substance to Aurora and Landowner. Landowner hereby consents to the recordation of the interest of an Assignee in the Property.

9.2. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

[REDACTED]

If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
1125 NW Couch, Suite 700  
Portland, Oregon 97209

With copy to:

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.3. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments,

including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.4. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.5. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.
- 9.6. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.7. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.8. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.9. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

- 9.10. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.11. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER",

By: Estill Neace

Printed Name: Estill Allen Neace

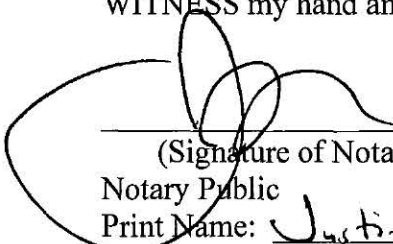
By: Deborah Neace

Printed Name: Deborah Renee Neace

State of Kentucky )  
County of Perry ) ss.

On July 19 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Estill Neace, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such an appearance before the undersigned in the County of Perry, Kentucky.

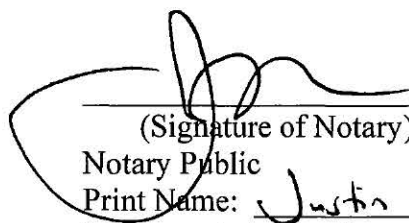
WITNESS my hand and official seal.

  
\_\_\_\_\_  
(Signature of Notary)  
Notary Public  
Print Name: Justin Noble  
My commission expires: 7-9-25  
Commission No.: KY NP 32857

State of Kentucky )  
 ) ss.  
County of Perry )

On July 19 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Dorothy Niece, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such an appearance before the undersigned in the County of Perry, Kentucky.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
(Signature of Notary)  
Notary Public  
Print Name: Justin Noble  
My commission expires: 7-9-25  
Commission No.: KYNE32857

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

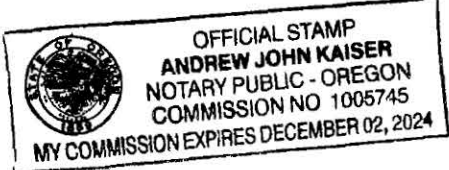
By: [Signature]  
Printed Name: Sara Parsons  
Title: Authorized Representative



By: [Signature]  
Printed Name: DANIEL SCHECHTZ  
Title: AUTHORIZED REPRESENTATIVE

STATE OF OREGON                     )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me October 27<sup>th</sup>, 20 21, by Sara Parsons and Daniel Schechtz, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 1005745

## EXHIBIT A

### Description of the Property

All that real property located in Perry County, Kentucky, described as follows:

Parcel 1:

**Beginning at a rock marked "X" at Lute Fugate's line, thence up the hill with Lute Fugate's line to top of point to a forked Locust with two hack marks on tree to a marked rock at the left of a path on a road leading from Pigeon Roost Creek to Second Creek, thence running down the ridge with Lea Collins' line to John C. Eversole line, thence with said John C. Eversole line to top of the knob to a blackjack tree with three hack marks on it, thence straight line down the knob to a wire fence, thence running with fence to creek to a marked rock, thence up creek as the creek runs to the beginning, containing 40 acres more or less.**

**Being the same property conveyed to Estill Allen Neace and Deway Gorman from Geneva Caudill, by deed of correction dated January 21<sup>st</sup>, 1987 and of record in the Perry County Clerk's Office in Deed Book 211 Page 225.**

Parcel ID – 061-00 00 014.00 (40 acres)

Parcel 2:

**Lying and being on Lower Second Creek , a tributary of the North Fork of the Kentucky River, in Perry County, Kentucky, and further described as follows:**

**Beginning at a point at the intersection of Neace Road and Lower Second Creek Road, thence down the road a distance of 450 feet, thence right to Second Creek Branch; thence upstream with the branch to the point of beginning.**

**Being part of Tract 2 of the same property conveyed to Hargis Neace and Margie Neace, First Parties, by deed from Sherman Neace, unmarried, by deed dated June 19, 1997, recorded in Deed Book 263, Page 643 and inherited by Hargis Neace as shown by Will of Jesse Neace recorded in Will book 3 Page 316, and as shown by Affidavit of Descent of Lula Neace recorded in Deed Book 263 Page 653, all records of the Perry County Court Clerk's Office.**

Parcel ID – 062-00 00 002.00 (9 acres)

**Exhibit B – Parcel Map**



KENTUCKY MOUNTAIN PARTNERSHIP, INC  
DB 328 PG 533 01-12-2007 CAMPBELL SHERMAN E

COUCH GLADYS  
DB 411 PG 26 08-08-20

KENTUCKY MOUNTAIN PARTNERSHIP  
DB 335 PG 143 10/24/2007

COUCH GLADYS  
DB 411 PG 26 08-08-20

COOK JONATHAN B  
DB 382 PG 78 04-11

HADDIX SHAFTER  
DB 360 PG 166 07/25/2011

KENTUCKY MOUNTAIN PARTNERSHIP, INC  
DB 350 PG 76 11/20/2009

SPENCER JIMMY, LOU, & CHARLENE  
DB 381 PG 459 MARCH 04 2015

COUCH DENVER AND MELISSA  
DB 382 PG 748 04/08/2015

LEWIS ALISHA B  
DB 409 PG 424 5-22-2020

SOUTHWOOD JIMMIE & C  
DB 273 PG 143 2-4-9

DUFF LONNIE RAY, & LOIS  
DB 321 PG 475 JANUARY 07 2006

SPENCER JAMES LOU &  
DB 304 PG 272 12-18-

KENTUCKY MOUNTAIN PARTNERSHIP  
DB 336 PG 112 01/07/2008

HADDIX SHAFTER  
DB 360 PG 166 07/25/2011

COUCH DENVER AND MELISSA  
DB 382 PG 748 04/08/2015

PENTECOSTALS OF MANCHESTER CAMPBELL CLAUDE  
DB 398 PG 748 03/26/2018 DB 122 PG 300

PENTECOSTALS OF MANCHESTER  
DB 398 PG 748 03/26/2018

DUFF LOIS MESS PHILLIP  
DB 231 PG 14 DB 233-673 DB 190 PG 132 DB DB 227 PG 151 5/13/96

PERKINS STEPHEN NEIL & SHIRLYN  
DB 404 PG 406 06-04-19

DEATON SAMUEL  
MOBILE HOME DB 231 PG 610

NEACE ESTILL ALLEN & DEBORAH RENEE  
DB 264 PG 684 DB 269 PG 273 DB 264 PG 140

NAPIER LEONARD  
DB 230 PG 592

COUCH DENVER AND MELISSA  
DB 382 PG 748 04/06/2015

NAPIER SAM & TONDA  
DB 283 PG 678 OCT 25-2000

VANHOOSE JAMES & PAULA  
LB 395 PG 25 08-30-2017

NEACE ESTILL ALLEN & DEBORAH RENEE  
LB 264 PG 684 DB 269 PG 273 DB 264 PG 140

HADDIX SHAFTER & MORGAN COMBS  
DB 195 PG 131 09/05/2017

WILLIAMS JAMES  
DB 140 PG 10 DB 223

FUGATE DIANE C & ALAMANDER  
DB 190 PG 388 DB 285 PG 790 3/1/01

FUGATE DIANE C & ALAMANDER  
DB 190 PG 388 DB 285 PG 790 3/1/01

MOORE OPAL

DEATON RON  
DB 298 PG 560 03-11-2003

KENTUCKY MOUNTAIN PARTNERSHIP INC  
DB 313 PG 365 01/14/2005

COMBS R B  
DB 351 PG 726 MARCH 12 2010

JENT MCKENNA FAITH  
DBK 379 722 11/07/2014

GRIGSBY PERRY & BRENDA  
DB 214 PG 245

MOORE OPAL

ACIN LL  
DB 274 PG 530

COMBS HERSHEL LEE  
DB 279 PG 735 3-9-2000

GRIGSBY PERRY & BRENDA  
DB 214 PG 245

CAMPBELL REBECCA JEAN  
DB 299 PG 690 5-13-2003

BAKER DOLLY JOHNSON SAMUEL  
DB 193 PG 840 DB 207 PG 408 DB 321 PG 316 02/06/2006

HUFF PAULINE JANE &  
DB 352 PG 3604-16-2010

JOHNSON FARMER & LOI  
DB 207 PG 414

ACIN, LLC

WHITT, LINDA  
WB 30 PG 694 JAN 3

ACIN, LLC

CAMPBELL, ELI & SHELIA  
DB 217 PG 65

SPARKS, LEA  
DB 335 PG 403 11-30-2007

COMBS, LEWIS JR.

FUGATE, SHIRLEY & CONNIE  
DB 387 PG 211 02/01/2016

FUGATE, KIDD, S  
DB 196 PG 380 08/25/1983

BACK, EVERETT AND PEARLIE HEIRS  
DB 139 PG 195 DB 166 PG 837

COMBS, LEWIS JR.

FUGATE, BARBARA  
DB 316 PG 548 06-06-21

CAMPBELL, ELI & S  
DB 283 PG 382 9-2

ACIN, LLC  
DB 248 PG 645 09-20-1994

SCHARR, VIRDIE LEE  
DB 151 PG 77 DB 129 PG 601

COLLINS, BRITTANY & MELANIE  
DB 395 PG 205 09-18-17

ENGLE, BILL & SALLY HEIRS  
PIGEON ROOST, PROP

ACIN, LLC  
DB 248 PG 645 09-20-1994

NEACE, SHERMAN  
DB 209 PG 738 DB 206 PG 792 DB 211 PG 172

SHORT, JOHN W & ELIZABETH  
DB 298 PG 466 3-5-03

FUGATE, HARVEY  
DB 184 PG 621 DB 184 PG 624

GAYHEART, CARL & T  
DB 221 PG 72

ACIN, LLC  
DB 248 PG 645 09-20-1994

SHORT, JOHN W & ELIZABETH  
DB 298 PG 466 3-5-03

NEACE, MALCOLM SR  
DB 248 PG 415 8-29-94

KENTUCKY MOUNTAIN PARTNERSHIP, INC.  
DB 313 PG 365 01-14-2005

FUGATE, BARBARA NELL & DEN  
DB 305 PG 153

COMBS, ARNOLD, L  
LOWER PIGEON ROOST, PROP

ACIN, LLC  
DB 248 PG 645 09-20-1994

COMBS, JOHN & ANGELINE  
MOBILE HOME DB 251 PG 730 4-19-1995

COMBS, R B  
DB 162 PG 597 DB 351 PG 726 MAR 12 2010

SOUTHWOOD, TINA  
DB 371 PG 600 JUNE 21 2013

ALLEN, ANDREW & JACQUELIN  
DB 406 PG 377 9-23-2019

NEACE, ESTILL ALLEN & DEBORAH RENEE  
DB 409 PG 480 MAY 28, 2020

COMBS, SARAH VANOVER  
DB 265 PG 289 10-2-1997

NEACE, RAY & KATHY  
DB 282 PG 120 7/25/00

SPENCER, JAMES AND CHARLENE  
DB 370 PG 305 04-08-2013

NEACE, ESTILL ALLEN & DEBORAH RENEE  
DB 409 PG 480 MAY 28, 2020

HADDIX, SHAFTER  
DB 360 PG 166 07/25/2011

SPENCER, JIMMY, LOU & CHARLENE  
DB 383 PG 136 6-3-2011

COOK, JONATHAN & RUDY  
DB 382 PG 78 04-10-2015

HADDIX, SHAFTER  
DB 360 PG 166 07/25/2011

SPARKS, LEA A  
DB 276 PG 227 7-29-99

GIBSON, MICHAEL WAYNE AND BRITTANY  
DB 298 PG 092 12-14-2003 DB 298 PG 750  
DB 384 PG 564 09/03/2015

HURT, RAYMOND & STELLA

BUSH, REVEL  
DB 394 PG 518 7-3

SPENCER, JIMMY, LOU & CHARLENE  
DB 388 PG 275 04-29-2016

NAPIER, LYNN - ESTATE  
DB 179 PG 722 DB 226 PG 634 & 623 629 DB

SPENCER, JAMES, LOU & JAMES  
DB 304 PG 272 12-18-2003

POLLARD, VANESSA S  
DB 372 PG 544 08-22-2013

WEBB, ALLEN  
DB 410 PG 479 08-10-20

GRIGSBY, DARRELL & VONDA  
VARIOUS DEEDS

HURT, DENNY  
DB 155 PG 614 DB 303 PG 14 10/13/03

FELTNER, BOYD  
DB 346 PG 626 6-11-2009

SPARKS, LEA A  
DB 309 PG 45 7/27/2004

HURT, CARL & JEFFIE MAE HURT, CARL & JEFFIE MAE  
DB 161 PG 682 DB 161 PG 682

NEACE, JOHNNY S & JANIS JONES, RACHEL RITCHIE  
DB 378 PG 199 7-27-00 DB 220 PG 182

**Exhibit C – Depiction of the Easement (to be inserted later)**

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE EASEMENT  
AGREEMENT**

by and between

Perry County, Kentucky

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated August 31st, 2023

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

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(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ROAD EASEMENT AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ROAD EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of August 31st, 2023 (the "**Effective Date**") by and between **Perry County, Kentucky** ("**Landowner**") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

**1. GRANT OF EASEMENTS.**

- 1.1 Transmission Line Crossing Easements. Landowner owns those certain public road rights of way located in Perry County, Kentucky, identified on Exhibit A-1 and Exhibit A-2 attached hereto and incorporated herein by this reference (the "**Roads**"). As part of a solar energy and energy storage project (the "**Project**"), Aurora desires to construct and operate an overhead transmission line that will span across the Roads in several locations. As of the Effective Date, it is expected that the Roads to be crossed are those identified on Exhibit A-1 and the location of those crossings (the "**Crossing Points**") will be the areas depicted on Exhibit A-3 attached hereto and incorporated herein by this reference. Landowner hereby grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns, [REDACTED] wide easements, at each of the Crossing Points depicted on Exhibit A-3 (the "**TL Crossing Easement Areas**"), for the installation and operation of lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses (the "**TL Crossing Easement**").
- 1.2 Project Access Road Abutment Rights. Aurora also desires to construct and use several access roads to serve the Project, some of which access roads will abut to and connect with Roads. As of the Effective Date, it is expected that Project access roads will abut with and connect to the roads identified on Exhibit A-2 at the locations depicted on Exhibit A-3 (the "**Abutment Areas**"). Landowner hereby grants to Aurora the right to connect its access roads to the Roads (the "**Abutment Rights**") at the Abutment Areas.
- 1.3 Changes in TL Crossing Easement Areas or Abutment Areas. In the event Aurora desires to alter the planned location of one or more of the TL Crossing Easement Areas or the

Abutment Areas, Aurora shall notify Landowner and Landowner agrees not to unreasonably withhold approval of Aurora's request. At such time as Aurora has finalized its plans for the location of the transmission line and Project access roads, Landowner and Aurora agree to amend this Agreement to replace Exhibit A-3 with a more precise description of the TL Crossing Easement Areas and the Abutment Areas.

1.4 Commercial Purposes. The parties declare that the TL Crossing Easement and the Abutment Rights granted herein are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that this Agreement and the rights granted herein are freely assignable and not personal to Aurora. Landowner and Aurora hereby agree that the TL Crossing Easement, the Abutment Rights and this Agreement are a "utility easement" pursuant to KRS 382.135(2)(a).

2. TERM. The term of this Agreement shall commence upon the Effective date and shall expire upon the earlier to occur of (a) the [REDACTED] anniversary of the Effective Date; or (2) the date that the Project has permanently ceased operations and all improvements related thereto have been removed.

3. PAYMENTS TO LANDOWNER. Landowner and Aurora agree that One Dollar (\$1) and other valuable consideration has been paid for the Easement.

4. LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein, that (a) Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder; (b) each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Roads are signing this Agreement as Landowner; (c) when signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms; and (d) this Agreement is the only Agreement Aurora is required to obtain from Landowner for the Project relating to the use of county roads, the connection of project access roads to county roads and the overhead passage of electrical and communications wires and other improvements over county roads, and that other agreements, such as a Road Haul Agreement, will not be required for the Project.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Roads under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to

Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.

5.2. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's exercise of its easement rights, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees.

5.3. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Roads.

6. **ASSIGNMENT**. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Roads and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS**.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "**Lender**") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by

Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. **Default and Termination.**

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Roads at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Roads, this Agreement shall remain in effect as to the remainder of the Roads.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within one hundred and [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

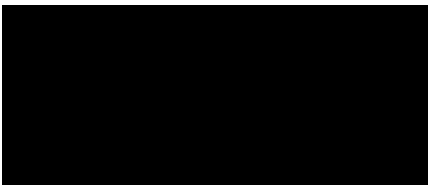


8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Roads or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Roads, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all of Aurora's improvements located above the Roads.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Roads, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Roads and shall run with the Roads. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

**[Signature and acknowledgment pages follow]**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

Aurora Solar LLC,  
an Oregon limited liability company

By: *Carrie Tracy*  
Printed Name: Carrie Tracy  
Title: Authorized Representative

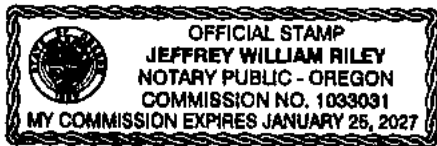
By: *Stephanie La Pier*  
Printed Name: Stephanie La Pier  
Title: Authorized Representative

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me August 31st, 2023, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.

*Jeffrey Riley*

Notary Public  
My commission expires: January 25th, 2027  
Commission No.: 1033031



## **EXHIBIT A-1**

### **Identification of the Roads Crossed by Transmission Line**

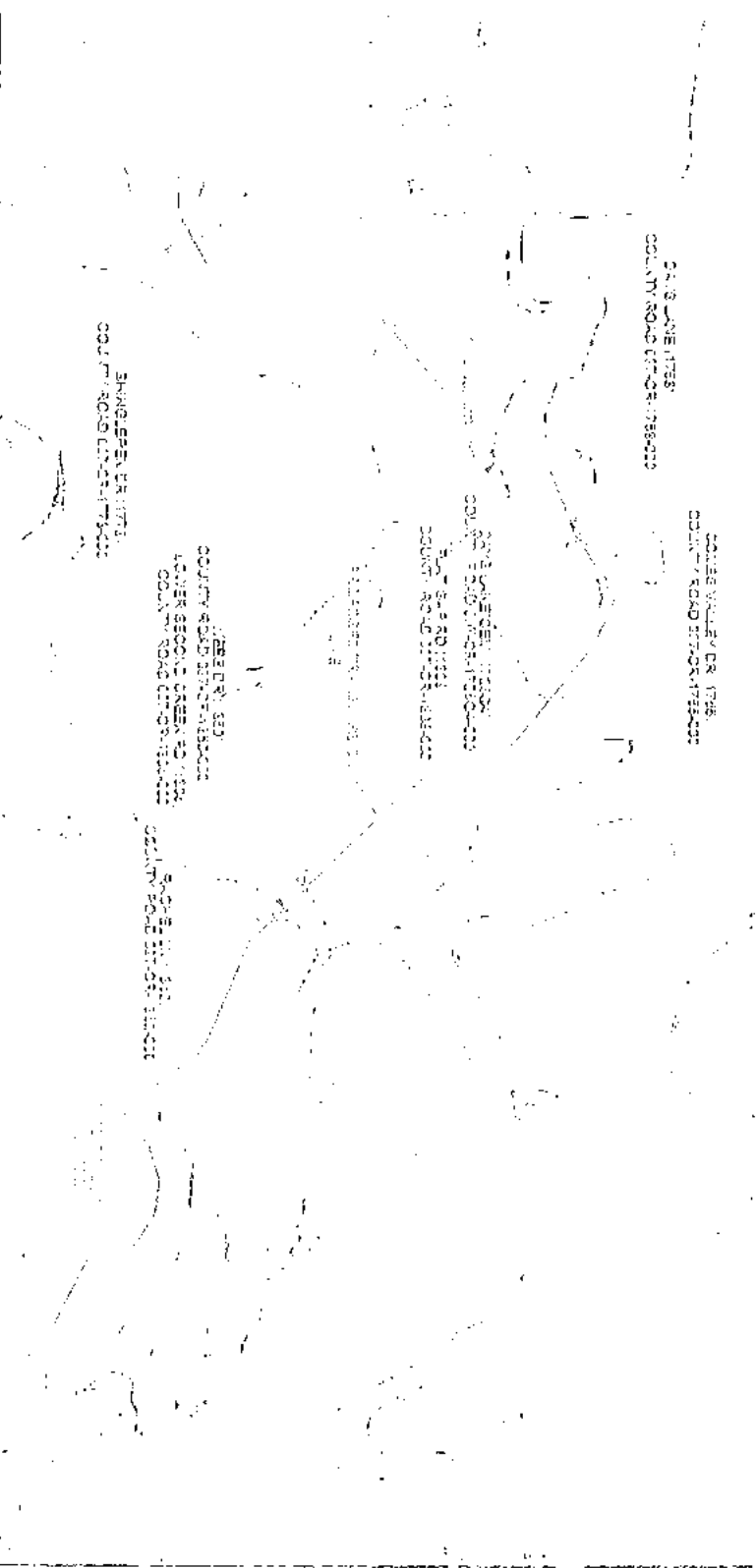
1. Shinglepen Dr. (1778); County Road 097-CR-1778-000
2. Flat Gap Rd. (1308); County Road 097-CR-1308-000
3. Days Lane (1758); County Road 097-CR-1758-000
4. Days Lane Cem (1726Q4); County Road 097-CR-1726Q4-000
5. Combs Valley Dr. (1755); County Road 097-CR-1755-0000
6. Webb Dr. (1350); County Road 097-CR-1350-000
7. Lower Second Creek Rd (1306); County Road 097-CR-1306-000
8. Rachel Ln. (1362); County Road 097-CR-1362-000
9. Typo Rd (0267); Ky Route 267 (two crossings)

## **EXHIBIT A-2**

### **Identification of Roads Abutted by Project Access Roads**

1. Lower Pigeonroost Road (1774); County Road 097-CR-1774-0000
2. Flat Gap Rd. (1308); County Road 097-CR-1308-000
3. Days Lane Cem (1726Q4); County Road 097-CR-1726Q4-000
  
- 4.

CONCRETE VULNERABILITY OF THE  
 COUNTY ROAD NETWORK  
 COUNTY ROAD DISTRICT 1754-000



**ROUTE LOCATION**

ROUTE NUMBER	ROUTE NAME	ROUTE TYPE	ROUTE STATUS	ROUTE LENGTH (MILES)	ROUTE WIDTH (FEET)	ROUTE SURFACE	ROUTE CONDITION	ROUTE VULNERABILITY
1754-000-1000	...	...	...	...	...	...	...	...
1754-000-1001	...	...	...	...	...	...	...	...
1754-000-1002	...	...	...	...	...	...	...	...

**LEGEND**

1754-000-1000-1001  
 STATE HIGHWAY  
 COUNTY ROAD  
 UNIMPROVED COUNTY ROAD  
 BRIDGE

1754-000-1000-1001  
 STATE HIGHWAY  
 COUNTY ROAD  
 UNIMPROVED COUNTY ROAD  
 BRIDGE

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Melvin Pollard and Dyanne Pollard

as the Landowners

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated May 31st, 2023



**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

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(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS  
EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of  
May 31st, 2023 (the "Effective Date") by and between **Melvin Pollard and  
Dyann Pollard** (also known as Ida Dyan Pollard), husband and wife (collectively,  
"Landowner") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "**Property**"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
  - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**"):
    - 1.1.1. an **overhead collection system easement**, consisting of
      - 1.1.1.1. a corridor of varying width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the

Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**". Aurora agrees to locate the Electrical Line Facilities within the area depicted on Exhibit B attached hereto and incorporated herein by this reference (the "**Easement Corridor**"). Aurora shall have the unilateral right to substitute a metes and bounds description of the Easement Corridor (and record an amendment to this Agreement to reflect such change) so long as such metes and bounds description describes an area within the area depicted on Exhibit B.
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM**. The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER**. Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit C attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit C shall *be removed prior to recording* of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**. Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:

- 4.1. Landowner's Authority. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.
- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.

- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.
- 4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such

person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:

- 5.1. **Tile Repair.** Aurora shall make commercially reasonable repair (including replacement of damaged tile as necessary) of any tile damage that Aurora's construction or operation activities cause on the Property. Aurora will pay crop damage in accordance with Section 1.5 of Exhibit C for any crops damaged by flood due to broken tile attributable to Aurora's activities on the Property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.
- 5.2. **Insurance.** Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. **Indemnity.** Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 5.1 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property

occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.

5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

5.6. Use of Existing Roads by Landowner. Notwithstanding the rights granted to Aurora under this Agreement, Landowner shall continue to have the right, during the term of this Agreement, to utilize any access roads that exist on the Property as of the Effective Date. Landowner agrees to utilize such roads in a manner that does not interfere with Aurora's use of the Property for the purposes described in Section 1 of this Agreement.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

- 7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.
- 7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.
- 7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

- 8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.
- 8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of

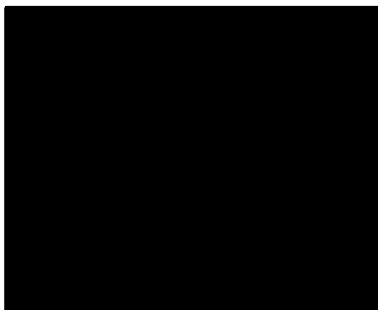
Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Property or such portion of the Property as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Suite 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC



Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, Oregon 97210  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.
- 9.6. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.7. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

- 9.8. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.9. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

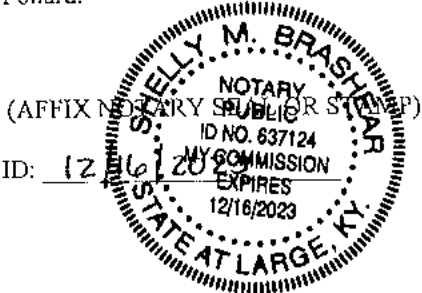
"LANDOWNER",

Melvin Pollard  
Melvin Pollard

Ida Dyanne Pollard  
Dyanne Pollard (also known as Ida Dyan Pollard)

STATE OF Kentucky §  
  §  
COUNTY OF Perry §

The foregoing instrument was acknowledged before me this 5th, 2023 by Melvin Pollard.

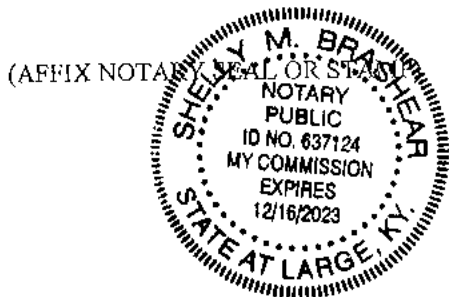


Notary ID: 1216612023

Shelly M. Brashear  
Notary Public

STATE OF Kentucky §  
  §  
COUNTY OF Perry §

The foregoing instrument was acknowledged before me this 5th, 2023 by Dyanne Pollard, also known as Ida Dyan Pollard).



Shelly M. Brashear

Notary Public

Notary ID: 637124

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

“AURORA”  
Aurora Solar LLC,  
an Oregon limited liability company

By: [Signature]  
Printed Name: **Sara Parsons**  
Title: **Authorized Representative**

By: [Signature]  
Printed Name: **Stephanie La Pier**  
Title: **Authorized Representative**

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me Jeffrey William Riley, this 31st day of May 2023, by Sara Parsons and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public  
My commission expires: January 15th, 2027  
Commission No.: 1033031

## EXHIBIT A

### Description of the Property

#### PARCEL 1

That certain real property located in Perry County, Kentucky, described as follows:

Lying and being on the Left side of Highway Branch of First Creek in Perry County, Kentucky, and further described as follows:

BEGINNING on top of the point on the West side of First Creek between Bee Branch and Highway Branch; thence up the point as it meanders N 78 50 W 386.97 feet to a stake; thence S 69 00 W 128.92 feet to a stake; thence S 54 30 W 87.96 feet to a stake; thence S 41 15 W 81.95 feet to a stake; thence S 60 45 W 197.18 feet to a stake; thence S 67 30 W 129.33 feet to a stake; thence S 53 30 W 215.21 feet to a stake; thence S 43 30 W 288.83 feet to a cross on rock on top of ridge between Highway Branch and Bee Branch and Second Creek; thence around top of ridge as it meanders N 51 15 W 184.44 feet to a stake to corner of Holman Gas Company property; thence down the ridge a distance of 750 feet to the No. 5 A coal seam; thence to the right with 5 A coal seam a distance of 1150 feet to a stake; thence to the left a straight line down the hill, crossing the road, a distance of approximately 300 feet to the branch; thence down the branch approximately 200 feet to line of Henry Williams; thence to the right with Williams line 100 feet to a stake; thence to the left with Williams line approximately 300 feet to a stake; thence to the left a straight line a distance of 100 feet to the branch; thence down the branch, approximately 175 feet to the Engle-McIntosh line; thence S 31 30 W 650 feet, to the point of BEGINNING, containing 20 acres, more or less.

Being the same land conveyed by Eugene Engle and wife, Ruth Engle to Melvin Pollard and wife Dyanne Pollard, by Deed of Conveyance recorded October 13, 1983 in Deed Book 197, Page 44, Perry County Court of Clerk's office.

PARCEL 2

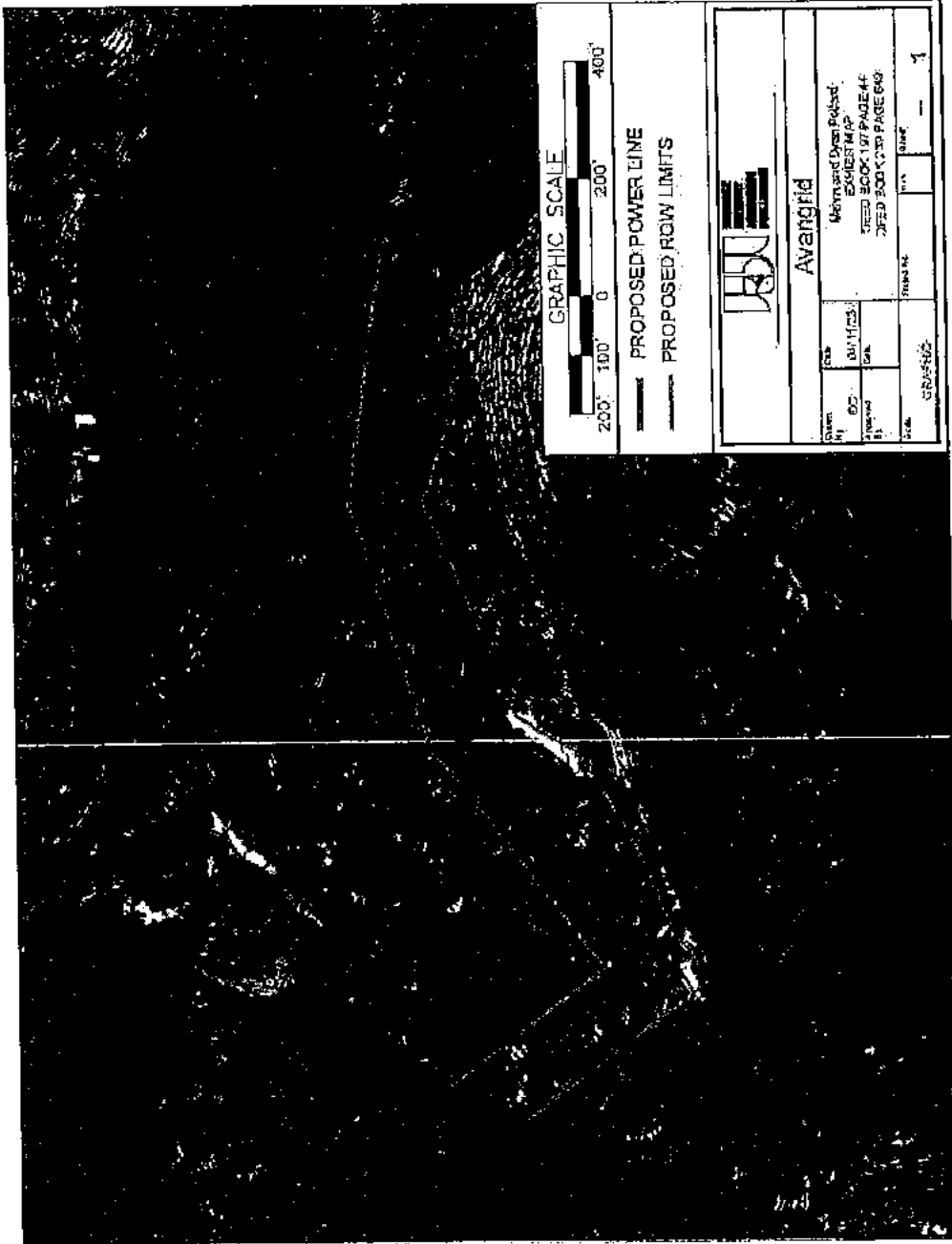
That certain real property located in Perry County, Kentucky, described as follows:

Lying and being on Nighway Branch, of First Creek, in Perry County, Kentucky, and further described as follows:

BEGINNING in the branch where Engle, McIntosh and Pollard line meet, starting up the hill to a stake, approximately 245 feet at the Russell Compton lot; thence turning 90° left to a stake 89 feet to Charlie North and Russell Compton meet; thence turning 90° South 250 feet to the Branch turning 90° West approximately 175 feet to a stake, across from a well house on Williams lot; thence turning right up the hill to a stake approximately 300 feet to lower side of road; thence turning left down lower side of road 1100 feet to a stake, 75 feet from culvert at the curve of the road, known as pond drain; thence turning left up the hill and across the county road to a stake; thence 400 feet to the 5 A seam of coal, where Engle and Pollard line come together at the 5A opening, a southeasterly direction; thence continuing with the outcrop of 5 A coal seam to a stake at the line of Melvin Pollard and Arthur McIntosh; thence to the left down the hill to the branch and point of BEGINNING.

Being the same land conveyed by Eugene Engle and Ruth Engle, his wife, to Melvin Pollard and Ida Dyan Pollard (aka Dyanne Pollard), his wife, by Deed of Conveyance recorded February 10, 1993 in Deed Book 239, Page 649, Perry County Court of Clerk's office.

**EXHIBIT B**  
**DEPICTION OF THE EASEMENT CORRIDOR**



GRAPHIC SCALE



PROPOSED POWER LINE  
 PROPOSED ROW LIMITS



Avengrid

OWNER	AVENGRI	PROJECT	UNIVERSITY OF NEVADA, RENO
NO.	001	DATE	08/11/2013
DESCRIPTION	UNIVERSITY OF NEVADA, RENO		
DATE	08/11/2013	SCALE	AS SHOWN
DRAWN BY		DATE	08/11/2013
CHECKED BY		DATE	08/11/2013
APPROVED BY		DATE	08/11/2013
TITLE		NO.	1

**EXHIBIT C**  
**(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. Aurora shall pay to Landowner a signing bonus of [REDACTED]  
[REDACTED]
- 1.2. Overhead Collection System and Communication Lines Payment. Aurora shall pay to Landowner [REDACTED] as consideration for the Electrical Line Facilities on the Property:
- 1.3. Installation Payment. Aurora shall pay to Landowner of [REDACTED]  
[REDACTED] as consideration for construction impacts relating to the installation of the Electrical Line Facilities on the Property.
- 1.4. Timing for Payments under 1.1 – 1.3. The amounts due to Landowner from Aurora, totaling [REDACTED] shall be paid in two (2) installments of [REDACTED] each. The first such installment shall be paid within [REDACTED] of the Effective Date of this Agreement. The second such installment shall be paid within [REDACTED] after the commencement of construction of the Electrical Line Facilities on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for crop and timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commencement of commercial operations of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.
- 1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees actually paid by Landowner to Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner submitting an invoice marked "paid" from Landowner's attorney showing Landowner's attorney's hourly billable rate



and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement (“Incremental Taxes”), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner’s right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner’s share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner’s obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor’s office to establish a process for the mailing of the tax bill related to Aurora’s Electrical Line Facilities on Landowner’s Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

1.8. Full Compensation. The amounts set forth on this Exhibit C represent all sums which Aurora has agreed to pay Landowner as consideration for the Agreement.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Jeff Riley

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated May 17th, 2023

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of May 17th, 2023 (the "Effective Date") by and between **Jeff Riley** ("Landowner") and **Aurora Solar LLC**, an Oregon limited liability company ("**Aurora**").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "**Property**"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**"):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property, and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "Electrical Line Facilities".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that **Exhibit B shall be removed prior to recording of this Easement.**
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Basement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire



Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

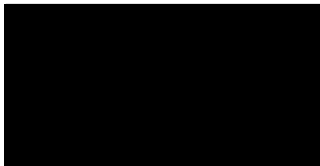
8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

By: Jeff Riley  
Jeff Riley

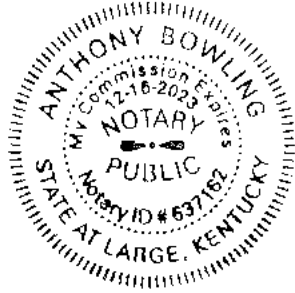
COMMONWEALTH OF KENTUCKY §  
COUNTY OF PERRY §

I, Anthony Bowling Notary Public, certify that Jeff Riley personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 17<sup>TH</sup> day of APRIL, 2023.

(AFFIX NOTARY SEAL OR STAMP)

ANTHONY BOWLING  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637162



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

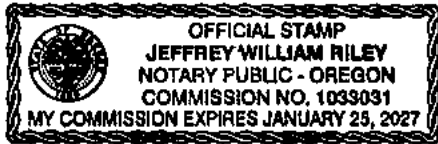
"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

By: [Signature]  
Printed Name: **Sara Parsons**  
Title: **Authorized Representative**

By: [Signature]  
Printed Name: **Stephanie La Pier**  
Title: **Authorized Representative**

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me May 17th, 2023, by Sara Parsons and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public  
My commission expires: January 25th, 2027  
Commission No.: 1033031

## EXHIBIT A

### Description of the Property

That certain described tract or parcel of land in Perry County, Kentucky described as follows:

**A certain tract or parcel of land, lying and being on the waters of First Creek, a tributary of the North fork of the Kentucky River in Perry County, Kentucky, and more particularly described as follows:**

**BEGINNING on an iron pipe by Typo Road and in front of Lee Baker's house; thence down the road S 54 05 W 166.47 feet to an iron pipe on East side of Typo; thence S 20 46 W 148.06 feet to an iron pipe by road; thence S 22 53 E 149.18 feet to an iron pipe on Louisville and Nashville Railroad Right of Way and in First Creek; N 19 39 E 139.93 feet to an iron pipe by large willow; thence N 24 55 E 159.68 feet to iron pipe in ground; thence N 27 29 E 90.29 feet to an iron pipe by retaining wall; thence N 57 53 W 31.45 feet to BEGINNING, containing .70 acres, more or less, and being a part of the E. C. and Sarah Combs Tract.**

Being the same land conveyed by Amos Ison, Jr. and Carolyn Ison, husband and wife, to Jeff Riley by deed dated October 2, 2002, of record in Deed Book 296, Page 42, records of Perry County Clerk's Office.

**EXHIBIT B**  
**(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]  
of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.



1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding [REDACTED] Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of May 10<sup>th</sup>, 2021 (the “**Effective Date**”) by and between **Lea Sparks** (“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.

1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.
  - 4.2. **No Interference.** Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether

located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4 Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property, provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within four hundred [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction

project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. **ASSIGNMENT.** Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS.**

7.1. **Right to Encumber.** Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. **Covenants for Lender's Benefit.** Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants,

conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

**8. Default and Termination.**

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner

**9. Miscellaneous.**

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when



personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
1125 NW Couch, Suite 700  
Portland, Oregon 97209

With copy to:

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND**

PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

3-25-21

"LANDOWNER", Lea Sparks

By Lea A Sparks  
Printed Name: Lea A. Sparks

STATE OF Kentucky §

COUNTY OF Perrowe §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 25<sup>th</sup> day of March, 2021

(AFFIX NOTARY SEAL OR STAMP)

Notary ID: 579439

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_



## EXHIBIT A

### Description of the Property

All that real property located in Perry County, Kentucky, described as follows:

**Tract 1:** Lying and being on Laurel Fork of Lower Second Creek of the North Fork of the Kentucky River in Perry County, Kentucky, and bounded and described as follows:

Beginning on a large flat rock at a cross, marked X and a large oak tree; thence down the hill a straight line to the creek; thence up Second Creek to opposite the upper end of a rock wall; thence a straight line up the hill to a small rock. Marked X near the cross fence; thence with the cross fence pointing up the hollow to a cross fence running up the hill; thence with said cross fence to the top of the point to H.C. Engle's line; thence down the point with said Engle line to opposite the upper end of the big cliff's; thence down the hill with said Engle line to the beginning, containing five acres, more or less.

Being the same property conveyed by Adell Collins, et al, to Jesse Neace and Lula Neace, his wife by deed recorded July 7, 1972 and of record in Deed Book 150, Page 87, records of the Perry County Circuit Clerk's office.

**Tract 2:** Lying and being on Lower Second Creek of the North Fork of the Kentucky River in Perry County, Kentucky, and bounded and described as follows:

Beginning at mulberry on the ban of Second Creek, corner James Spencer, at the ower end of the garden; thence up the hill with said Spencer's line to the County Road; thence up the creek and with said road to Lida Feltner's line (now Bige Campbell's line); thence down the hill with said line to the creek; thence down the creek to the mouth of Laurel Fork of Second Creek; thence up Laurel Branch as it meanders to Walter Campbell's line (now Jesse Neace's line) at the mouth of the second drain; thence up said drain with Cecil Couch's line to a cross fence; thence a straight line to the top of the hill to John C. Eversole's line; thence down the ridge with said line to H.C. Engle's line; thence with said line down the hill to a cross fence; thence down the hill with said fence to the Adell Collins' line; thence down the creek with a side fence above the orchard to a rock marked X' thence a straight line down the hill to the upper end of a rock fence; thence down the hull to a Second Creel; thence down and with the creek to the beginning, containing twenty acres, more or less.

Being the same property conveyed by Dewey Collins and Mollie Collins, his wife, to Jesse Neance(sic) and Lula Neace, his wife, by deed dated August 7, 1961 recorded in Deed Book 122, Page 577, records of the Perry County Court Clerk's Office.

**Tract 3:** (A) Located on Lower Second Creek, a tributary of the North Fork of the Kentucky River and bounded as follows:

Beginning on a rock marked X at the road; thence running a straight line between two rocks marked X at the top of the hull and a small forked chestnut oak tree; thence up the ridge as it meanders to two hickory trees near the top of the hill; hence a straight line down the hill passing a locust tree; thence on down the hill to a forked poplar tree; thence up the road to the beginning containing about for acres more or less.

(B) Located on the Laurel Fork of Lower Second Creek, a tributary of the North Fork of the Kentucky river and bounded as follows:

Beginning at a rock marked X at the road; thence up the hill to the gap; thence up the point with Junior Caudill's line to the top of the point and a small forked oak; thence down the hill with Rufus Fugate's line back to the Beginning and a rock marked X. Containing two acres or less.

(C) Lying and being in Perry County, Kentucky and described as follows, and located on Lower Second Creek, a tributary of the North Fork of the Kentucky River, and bounded as follows: Beginning at a large rock at the road near Cecil Couch's line; thence a straight line to the top of the hill joining John C. Eversole's line; thence around the ridge to a marked oak tree and Carl Campbell's line, thence running down the road to the beginning and a large marked rock.

Containing about two acres more or less.

(D) Lying and being in the County of Perry and State of Kentucky, and located on Lower Second Creek, a tributary of the North Fork of the Kentucky River and bounded as follows:

Beginning at the County Road on a rock marked X and two twin poplar trees; thence straight up the hill to a single poplar tree; thence on up the hill to a small locust tree; thence straight up the hill to a large water oak tree, to the top of the hill to a large chestnut oak tree marked with a blaze; thence around the ridge as it meanders to Rufus Fugate's line to the County Road; thence down the County road back to the beginning. Containing about two acres more or less

Being the same Property conveyed by Rufus Fugate, et al, to Jesse Neace and Lula Neace, his wife, by deed dated October 16, 1972 and recorded in Deed Book 151, Page 337, records of the Perry County Court Clerk's Office.

**Tract 4:** Lying and being in the County of Perry and State of Kentucky on Laurel Fork of Lower Second Creek a tributary of the North Fork of the Kentucky River and bounded as follows:

Beginning at the ditch bank down Second Creek to the mouth of Laurel Fork, thence up Laurel Fork to a rock marked X; thence a straight line up the hill to the road; thence with the road to Otis Hurt's line; thence up the hill with Otis Hurt's line to Maggie Couch's line; thence with Maggie Couch's line to the top of the point at Walter Campbell's line; thence with Walter Campbell's line down the hill to the beginning, containing five acres, more or less.

Being the same property conveyed from Sam Campbell to Jesse Neace and Lula Neace, his wife, by deed dated January 7<sup>th</sup>, 1948 and recorded in Deed Book 95, Page 150, records of the Perry County Court Clerk's Office.

First Parties having obtained their interest in all the above tracts as shown by Will of Jesse Neace recorded in Will Book 3, Page 316 and by Affidavit of Descent of Lula Neace recorded in Deed Book 263, Page 653; and deed from Sherman Neace dated the 19<sup>th</sup> day of June, 1997 and recorded in Deed Book 263 Page 643, all records of the Perry County Court Clerk's Office.

There is except from Tract No. II above the following described tract:

Beginning at a point at the intersection of Neace Road and Lower Second Creek Road; thence down the road a distance of 450 feet; thence right to Second Creek Branch; thence upstream with the branch to the point of beginning.

Being the same property conveyed by Hargis Neace et al, to Estill Allen Neace and Deborah Renee Neace by deed dated July 28<sup>th</sup>, 1997 and recorded in Deed Book 264 Page 140, records of the Perry County Court Clerk's Office.

SCOTT & KIM KING PROPERTY  
DB 380 PG 594 12-31-201

NEACE MALCOLM SR  
DB 248 PG 415 8-29-94

NEACE SHERMAN  
DB 209 PG 738 DB 206 PG 792 DB 211 PG 172

GAYHEART, CARL & LESLIE  
DB 221 PG 722

BIBLE BAPT  
EXEMPT

SPARKS LEA  
DB 335 PG 403 11-30-2007

FUGATE BARBARA NELL & DENNY  
DB 305 PG 153

FUGATE RON  
HYLTON JEFF & TERESA  
DB 317 PG 390 06-20-05 DB 296 PG 401 1

COMBS JOHN & ANGELINE  
MOBILE HOME DB 251 PG 730 4-19-1995

ALLEN, TRACEY, S  
DB 393 PG 746 JUNE 01 2017

ALLEN ANDREW & JACQUELINE MILLER, TANYA R & EVERETTE L  
DB 406 PG 377 9-23-2019 DB 263 PG 167 5-21-1997

SOUTHWOOD, TINA  
DB 371 PG 600 JUNE 21 2013

MILLER EVERETTE L & TANYA R  
DB 300 PG 77 05-28-2003

FUGATE CHUCK & MELINDA  
DB 365 PG 299 JUNE 20 2012 1

STACY, SONYA  
DB 350 PG 603 01/11/2010

COMBS SARAH VANOVER  
DB 265 PG 289 10-2-1997

HUNTER JEFFERY  
DB 392 PG 325 02-27-2017

GAYHEART, CARL & J  
DB 201 PG 44

NEACE RAY, & KATHY  
DB 282 PG 120 7/25/00

SPENCER JAMES AND CHARLENE  
DB 370 PG 305 04-08-2013

SECOND CREEK CHURCH OF GOD  
DB 382 PG 564 11/05/2014

COLLINS MERILL D AND PAULA  
DBK381 PG 408 11/05/2014

SPENCER JIMMY, LOU & CHARLENE  
DB 383 PG 136 6-3-2015

SPENCER JAMES AND CHARLENE  
DBK357 PG 483 11/29/2010

SPARKS LEA A  
DB 276 PG 227 7-29-99

SPENCER JAMES L  
DB 272 PG 400 12/8/98

SPENCER JAMES AND CHARLENE  
DB 267 PG 292 01/21/1998

SPENCER JAMES & CHA

HURT, RAYMOND & STELLA  
DB 298 PG 092 2-14-2003 DB 298 PG 750

COLLINS JESSIE & MELISSA  
DB 204 PG 585 DB 276 PG 481 8-12-99

BUSH REVELEE  
DB 294 PG 518 7-31-2017

FUGATE JESSIE & MAXINE  
DB 153 PG 796

POLLARD VANESSA S  
DB 372 PG 544 08-22-2013

PHILLIPS JULIE  
DB 217 PG 567

NOBLE JANET  
DB 227 PG 311 8/31/90

VAUGHN DAVID  
DB 329 PG 302 2-24-2007

WEBB ALLEN  
DB 110 PG 479 08-10-20

HURT JACK  
DB 185 PG 523

FELTNER BOYD  
DB 346 PG 626 6-11-2009

GRIGSBY HERMAN JR & CHRISTINE  
DB 160 PG 352

JONES RACHEL RITCHIE  
DB 220 PG 182

NEACE JOHNNY, S & JANIS  
DB 276 PG 188 7-27-99

SPENCER LI  
DB 283 PG 50 9

APPALACHIA SERVICE PROJECT INC  
DB 266 PG 534 12-12-98

62

74

NAPIER LYNN - ESTATE  
DB 179 PG 722 DB 226 PG 634 & 623 629 DB

SELLERS BRIAN & DONNA  
DB 275 PG 112 6-3-99

FUGATE BARBARA NELL & JAMES SPENCER  
DB 267 PG 142 12-15-97 DB 275 PG 395 1

B AND B PROPE  
DB 193 PG

Being the same property conveyed to **Lea A. Guy by Hargis Neace, and his wife, Margie Neace** by deed dated July 29<sup>th</sup>, 1999 and recorded in the office of the Perry County Clerk at Deed Book 276 page 227.

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
  - From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED] corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay



Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated

property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of March 29<sup>th</sup>, 2022 (the “**Effective Date**”) by and between **James Spencer, Barbara Fugate, and Earnest Dean Watts** (“**Landowners(s)**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowners own certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowners grant, transfer, convey and warrant to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rightsofway, under, on, along and in the Property, and

1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowners by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.

1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the

intention of the parties that such easements are freely assignable and not personal to Aurora.

1.4. The Landowners further consent to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.

1.5. Landowners and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).

2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.

3. **PAYMENTS TO LANDOWNERS.** Landowners and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowners and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.

4. **LANDOWNERS' REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowners hereby represent, warrant and covenant to Aurora during the term of this Agreement and the Easement granted herein:

4.1. **Landowners' Authority.** Landowners own the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowners and each person signing this Agreement on behalf of Landowners have the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowners are authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowners. When signed by Landowners, this Agreement constitutes a valid and binding agreement enforceable against Landowners in accordance with its terms. Landowners shall have no right to sever the rights, or any payments to be made to Landowners pursuant to this Agreement, from Landowners' fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowners' activities and any grant of rights Landowners make to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowners shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowners for their reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowners shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowners' fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowners or any person lawfully or equitably claiming by, through or under Landowners.
- 4.6. Indemnity. Landowners will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowners shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowners.

4.7. Hazardous Materials. Landowners shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowners or Landowners' agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowners do not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowners (or any party deriving or claiming rights by or through Landowners) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowners' fee interest in the Property, Landowners shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowners and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowners nor any a spouse or domestic partner, child, step child, sibling or parent of Landowners is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowners or any relative of Landowners is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowners that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the

standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowners regarding the repair and/or replacement of said drainage tile. Landowners shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowners are immediately available to do so. If Landowners are not available, Aurora's contractor shall provide Landowners with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowners with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowners, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowners' activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowners, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowners at Landowners' reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowners against liability for physical damage to property and for physical injuries or death to Landowners, Landowners' property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowners, or Landowners' tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowners' loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this

Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowners against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowners' consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowners and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowners.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowners expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowners shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowners will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has



given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowners that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowners shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowners shall give prompt notice to the Lenders. Landowners shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowners any amounts which are due Landowners from Aurora and (ii) pay Landowners any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## **8. Default and Termination.**

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowners. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowners' Right to Terminate. Except as qualified by Section 7, Landowners shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowners simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] days after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowners, execute and record a release to Landowners of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within eighteen (18) months after termination of this Agreement, Landowners may do so, in which case Aurora shall reimburse Landowners for reasonable and actual costs of removal incurred by Landowners, less any salvage value received by Landowners, within [REDACTED] after receipt of an invoice from Landowners.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowners, shall be in writing and shall be deemed given when personally delivered to Landowners or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowners:

[REDACTED]

If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
1125 NW Couch, Suite 700  
Portland, Oregon 97209

With copy to:

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowners and Aurora respecting its subject matter. Any agreement,

understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowners and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.

9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNERS AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**

9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**

9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the

parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.

9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowners shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

9.11. Access Fencing/Gate Access: Lessee shall install an agricultural (mesh, barbed wire) security fence with gate at the Landowners property lines traversed by the easement corridor.

**[Signature and acknowledgment pages follow]**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", JAMES SPENCER

SPOUSE (IF ANY)

JIMMY LOU SPENCER  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF Kentucky §

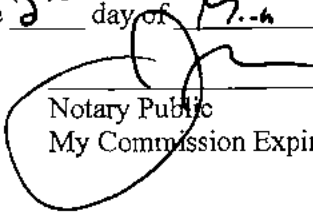
COUNTY OF Perry §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 2<sup>nd</sup> day of March, 2022

(AFFIX NOTARY SEAL OR STAMP)

Notary ID: KYNP32857

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 7-9-25

"LANDOWNER", BARBARA FUGATE

SPOUSE (IF ANY)

Barbara M Fugate  
Printed Name: Barbara M Fugate

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF Kentucky §

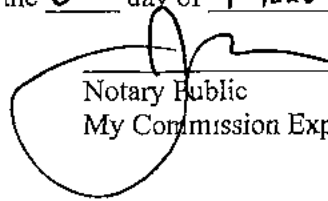
COUNTY OF Perry §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 2<sup>nd</sup> day of March, 2022

(AFFIX NOTARY SEAL OR STAMP)

Notary ID: KYNP32857

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 7-9-25

"LANDOWNER", EARNEST DEAN WATTS SPOUSE (IF ANY)

Ernest Dean Watts  
Printed Name: Ernest Dean Watts

Sheila Watts  
Printed Name: Sheila Watts

STATE OF Kentucky §

COUNTY OF Pike §

I Justin Nobb, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 2<sup>nd</sup> day of March, 2022

(AFFIX NOTARY SEAL OR STAMP)

[Signature]  
Notary Public  
My Commission Expires: 7-9-25

Notary ID: KYNP32857

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

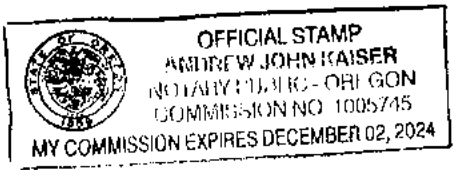
LBGA  
file

By: *Carrie Tracy*  
Printed Name: **Carrie Tracy**  
Title: **Authorized Representative**

By: *Stephanie La Pier*  
Printed Name: **Stephanie La Pier**  
Title: **Authorized Representative**

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss.

This instrument was acknowledged before me March 21<sup>st</sup>, 2022, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



*[Signature]*  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 1005745

This instrument prepared by:

*[Signature]*  
**Justin W. Noble, Esq.**  
*Law Offices of David A. Johnson*  
461 Main Street  
Hazard, KY 41701



## EXHIBIT A

### Description of the Property

A certain tract or parcel of land lying on Second Creek and bounded and described as follows:

Beginning at a black walnut in edge of county road at Deep Hollow; thence up Deep Hollow as it meanders to its head; thence up the hill to the upper end of the dinner rock; thence a straight line to the top of the hill to the upper edge of a large rock; thence around the hill with the Emory Engle line to the power line; thence on around and with the ridge to the end of the point to John Eversole line; thence straight down the hill to a cliff and crooked poplar thence down the hill to the upper road to John Eversole's line; thence down with said road to the county road to a large rock; thence with the county road to a white walnut stump and big rock; thence a straight line to a large rock in the Deep Hollow; thence a straight line to the beginning, containing 12 acres more or less.

Being the same property conveyed to **Kidd Fugate, James Spencer, and Earnest Dean Watts** from Sampson Engle and Ima Jean Engle by deed dated October 21, 1997 and recorded in the office of the Perry County Clerk at Deed Book 265 page 508. Being the same property pursuant to the Affidavit of Descent to Barbara Fugate from Kidd Fugate, recorded in the office of the Perry County Clerk.

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
  - [REDACTED]
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.
- 1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's

charged by Landowners' attorney to advise Landowners on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED] Landowners' right to reimbursement under this Section is subject to Landowners' attorney submitting a statement showing Landowners' attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowners shall have submitted the request for payment, together with all required documentation.

## 7. Taxes

- 7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowners or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowners' right to payment or reimbursement of Incremental Taxes hereunder that Landowners submit the real property tax bill to Aurora within [REDACTED] after Landowners receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowners or directly to the taxing authority. Landowners shall pay Landowners' share of real property taxes associated with the Property, and if Landowners fail to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowners' obligations to the taxing authority and may offset the amount of such payments from amounts due Landowners under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.
- 7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowners harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowners' Property directly to Aurora.
- 7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowners and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowners shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowners for its reasonable out-of-pocket expenses incurred for such cooperation.

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of March 10<sup>th</sup>, 2022 (the “**Effective Date**”) by and between **Kathy Neace Spencer, and the heirs of Vilas Neace (Jennifer Neace, Melinda Neace, and Brian Neace)** (“**Landowners**”), as listed in the Deed and located at the Perry County Clerk’s office in Deed Book 282, Page 120 and the Affidavit of Descent located at the Perry County Clerk’s office in Deed Book 416, Page 566, and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.

1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM**. The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER**. Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**. Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority**. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.
  - 4.2. **No Interference**. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line

Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals

(collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead

electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.

5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.

5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the



Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS.**

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a “**Lender**”) all or any part of Aurora’s interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender’s Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora’s rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora’s interest or otherwise take possession of Aurora’s interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora’s interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts

which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. **Default and Termination.**

8.1. **Aurora's Right to Terminate.** Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. **Landowner's Right to Terminate.** Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. **Effect of Termination.** Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. **Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the

next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
1125 NW Couch, Suite 700  
Portland, Oregon 97209

With copy to:

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN**

TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.

9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Kathy Neace Spencer

By: Kathy Neace Spencer  
Printed Name:

Kathy Neace Spencer

STATE OF Kentucky §

COUNTY OF Perry §

I Justin Nobb, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESS my hand and official seal, this the 16<sup>th</sup> day of February, 2022

(AFFIX NOTARY SEAL OR STAMP)

[Signature]  
Notary Public  
My Commission Expires: 7-9-25

Notary ID: KYNP32857

"LANDOWNER", Jennifer Neace

By: Jennifer Neace  
Printed Name:

Jennifer Neace

STATE OF Kentucky §

COUNTY OF Perry §

I Justin Nobb, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESS my hand and official seal, this the 16<sup>th</sup> day of February, 2022

(AFFIX NOTARY SEAL OR STAMP)

[Signature]  
Notary Public  
My Commission Expires: 7-9-25

Notary ID: KYNP32857

"LANDOWNER", Melinda Neace

By: Melinda Neace  
Printed Name: Melinda Neace

STATE OF Kentucky §  
  §  
COUNTY OF Perry §

I Justin Nohl, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 16<sup>th</sup> day of February, 2022

(AFFIX NOTARY SEAL OR STAMP)

[Signature]  
Notary Public  
My Commission Expires: 7-9-25

Notary ID: KYNP32857

"LANDOWNER", Brian Neace (Kathy Neace Spencer as Guardian of Brian Neace)

By: Brian Neace by Kathy Neace Spencer  
Printed Name:  
Brian Neace

STATE OF Kentucky §  
  §  
COUNTY OF Perry §

I Justin Nohl, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 16<sup>th</sup> day of February, 2022

(AFFIX NOTARY SEAL OR STAMP)

[Signature]  
Notary Public  
My Commission Expires: 7-9-25

Notary ID: KYNP32857

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

Aurora Solar LLC,  
an Oregon limited liability company

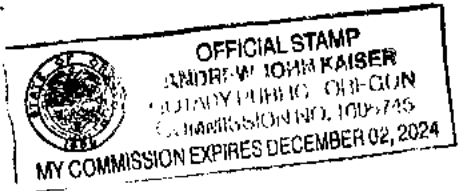
By: Carrie Tracy  
Printed Name: **Carrie Tracy**  
Title: **Authorized Representative**

LEGAL  
PA

By: Daniel Santacruz  
Printed Name: **Daniel Santacruz**  
Title: **Authorized Representative**

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me April 3<sup>rd</sup>, 2022, by Carrie Tracy and Daniel Santacruz, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 1005745

This instrument prepared by:

[Signature]  
**Justin W. Noble, Esq.**  
**Law Offices of David A. Johnson**  
**461 Main Street**  
**Hazard, KY 41701**

## EXHIBIT A

### Description of the Property

A survey of a tract of land lying and being in Perry County on the Left Hand Fork of the Laurel Fork of Lower Second Creek 1.6 miles North of Typo in Perry County, Kentucky and being more accurately described as follows:

Beginning at a stake in the Left Hand Fork of Laurel Fork; thence S 49 deg 09 min 51 sec W, 1025.75 feet to a stake on the center of the ridge between Laurel and Lower Second Creek; thence, up the said ridge as it meanders S 47 deg 09 min 45 sec E, 86.70 feet; thence S 48 deg 03 min 35 sec E 90.28; thence S 30 deg S 30 deg 30 min 00 sec E, 193.31 feet to a stake on the highest knob; thence, leaving high knob and going down a drain as it meanders N 21 deg 36 min 45 min sec E, 145.18 feet; thence, N 46 deg 04 min 45 sec E, 405.69 feet; thence N 73 deg 07 min 48 sec E, 203.83 feet; thence N 74 deg 17 min 52 sec E, 123.97 feet, thence, N 43 deg 00 min 07 sec E, 73.94 feet; thence N 62 deg 26 min 49 sec E, 188.38 feet to a stake in Laurel Fork; thence, up Laurel Fork as it meanders N 27 deg 09 min 33 sec W, 30.94 feet; thence N 63 deg 12 min 26 sec W, 30.57 feet; thence, N 33 deg 10 min 20 sec W, 153.42 feet; thence N 61 deg 29 min 58 sec W, 36.03 feet; thence, N 89 deg 47 min 33 sec W, 56.07 feet; thence N 62 deg 35 min 20 sec W, 80.24 feet to the point of the beginning, containing approximately 8.44 acres.

The following description describes an existing road used as egress and ingress to this tract. Beginning at a point on the centerline of a paved road said point being located S 49 degrees 09 min 51 sec W, 139.23 along the first call of above description; thence, following an existing driveway N 86 deg 33 min 18 sec W, 63.89 feet; thence S 19 deg 11 min 28 sec W, 18.49 feet, thence S 70 deg 12 min 48 sec E, 40.38 feet to a point on the line of the first call of the main tract description.

Being the same property conveyed by deed from Lorene Neace to Vilas Neace and Kathy Neace, dated the 14<sup>th</sup> day of July, 2000, in Deed Book 282, Page 120, records of the Perry County Clerk's Office.

Also of record in the Perry County Clerk's office is an Affidavit of Descent of the heirs of Vilas Neace which is recorded in Deed Book 416, Page 566.



**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]  
of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED] Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of April 1<sup>st</sup>, 2021 (the “**Effective Date**”) by and between **Ronald Tricker** (“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and

1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.

1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.
  - 4.2. **No Interference.** Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation,

maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall

provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.

5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.

5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. **ASSIGNMENT.** Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS.**

7.1. **Right to Encumber.** Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. **Covenants for Lender's Benefit.** Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such



notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

8. **Default and Termination.**

8.1. **Aurora's Right to Terminate.** Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

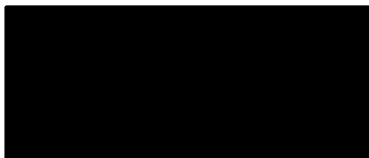
8.2. **Landowner's Right to Terminate.** Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. **Effect of Termination.** Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
1125 NW Couch, Suite 700  
Portland, Oregon 97209

With copy to:

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.

- 9.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.
- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Ronald Tricker

By: Ronald Tricker  
Printed Name: Ronald Tricker

STATE OF Kentucky §  
COUNTY OF Perry §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 29<sup>th</sup> day of July, 2021.

(AFFIX NOTARY SEAL OR STAMP)

[Signature]  
Notary Public  
My Commission Expires: 7-9-25

Notary ID: KYNP32857

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

Aurora Solar LLC,  
an Oregon limited liability company

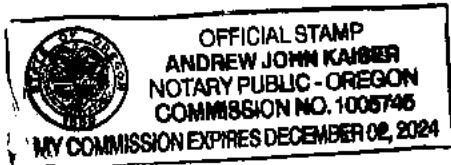
LEGAL  
LLC

By: *Carrie Tracy*  
Printed Name: **Carrie Tracy**  
Title: **Authorized Representative**

By: *Daniel Santacruce*  
Printed Name: **DANIEL SANTACRUCE**  
Title: **Authorized Representative**

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me May 3rd, 2022, by Carrie Tracy and Daniel Santacruce, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



*[Signature]*  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 1005745

This instrument prepared by:

*[Signature]*  
Justin W. Noble  
Law Offices of David A. Johnson  
461 Main Street  
Hazard, KY 41701

## EXHIBIT A

### Description of the Property

Beginning on a Locust Hub by a Water Tank, a corner to Arthur McIntosh's line S 22 36 W 113.81 feet to "X" on a rock ledge a corner to Arthur McIntosh's lot; thence down the hill S 63 45 East 84.88 feet to an iron pipe near the Typo Road; thence down the Road S 28 18 W 116.72 feet to tack in a Sycamore stump; thence S 19 58 W 272.90 feet to Sycamore stump by road; thence S 18 08 W 241.38 feet to an iron pipe by road, a corner; thence turning to the right and leaving said road and running up the hill in a straight line to a Black Gum Tree, marked with two hacks on each side; thence in a straight line up the hill to a Black Oak, (being corner to Denver Young's lot); thence up the hill in a straight line to an iron pipe on ridge of hill, being a corner; thence turning to the right and running up, along and with the center of the ridge as it meanders to the top of the point to Arthur McIntosh's line; thence down the point with Arthur McIntosh's property line; thence S 31 52 E 83.88 feet to a tack in a Dogwood root; thence S 39 09 E 106.62 feet to an "X" on rock on ridge; thence S 77 48 E 87.55 feet to a stake; thence N 88 37 E 299.04 feet to a stake by Beech and Elm; thence S 73 degrees 218.50 feet to a stake by water tank to the beginning, containing about 12 acres more or less.

Exception: There is excepted from the foregoing conveyance that certain property conveyed by the Grantor to Ollie Gywn Ison by deed July 28, 1986 which appears of record in Deed Book 208, page 634 in the Perry County Clerk's office.

Being the same property conveyed to **Ronald Tricker by Rolane Appliance and Marine, INC., f/k/a Rolane Gas Company** by deed dated November 7, 2014 and recorded in the office of the Perry County Clerk at Deed Book 379 page 733.

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED] of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than forty-five (45) days after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED]

directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.



**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of August 25<sup>th</sup>, 2021 (the “**Effective Date**”) by and between **Allen Webb** (“**Landowner**”), and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
  - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):
    - 1.1.1. an **overhead collection system easement**, consisting of
      - 1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and
      - 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
    - 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.

- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a “utility easement” pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner’s Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner’s fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora’s prior written consent.
  - 4.2. **No Interference.** Landowner’s activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether

located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.

- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction

project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. **ASSIGNMENT.** Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. **ENCUMBRANCE OF EASEMENTS.**

7.1. **Right to Encumber.** Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. **Covenants for Lender's Benefit.** Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants,

conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

**8. Default and Termination.**

**8.1. Aurora's Right to Terminate.** Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

**8.2. Landowner's Right to Terminate.** Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

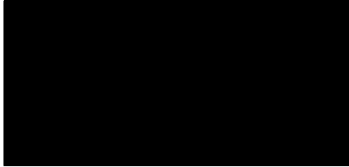
**8.3. Effect of Termination.** Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

**9. Miscellaneous.**

**9.1. Notices.** All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when

personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
1125 NW Couch, Suite 700  
Portland, Oregon 97209

With copy to:

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND**



PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Allen Webb

By: Allen Webb  
Printed Name: Allen Webb

STATE OF Kentucky §  
COUNTY OF Perry §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESS my hand and official seal, this the 15<sup>th</sup> day of July, 2021

(AFFIX NOTARY SEAL OR STAMP)

Justin Noble  
Notary Public  
My Commission Expires. 9-9-25

Notary ID: KYNP 32857

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

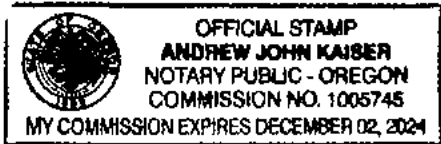
LEGAL  
SDH

By: [Signature]  
Printed Name: **Sara Parsons**  
Title: Authorized Representative

By: [Signature]  
Printed Name: **Stephanie La Pier**  
Title: Authorized Representative

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss.

This instrument was acknowledged before me September 24<sup>th</sup>, 2021, by Sara Parsons and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



[Signature]  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 1005745

This instrument prepared by:

[Signature]  
Justin W. Noble  
Law Offices of David A. Johnson  
461 Main Street  
Hazard, KY 41701

## **EXHIBIT A**

### **Description of the Property**

A certain tract or parcel of land lying and being in Perry County, Kentucky and more particularly described as follows:

A certain tract of land lying on Lower Second Creek of the North Fork of the Kentucky River and more particularly described as follows:

Beginning on a large rock and mulberry opposite the gray point; thence up the hill by the hill fence and Lee Collins line to a large rock; thence up to the point as it meanders to the top of the ridge to Pete Campbell's line; thence following the ridge to a big rock East of the power line; thence straight down the hill with Mollie Collins line to Lower Second Creek; thence across the creek and up the hill a straight line to a black gum stump and a black walnut tree on the Woodson Feltner line and the county road; thence with the county road up to Bee Branch; thence down Bee Branch as it meanders to Second Creek; thence with the said creek as it meanders back to the beginning point; so as to include the barn, house and all household items and anything else that might have been on this property at the time of the death of Susie Engle.

Being the same property conveyed to **Allen Webb** by **Andrea Grigsby Hurt and Sondra Grigsby Tibbitts** by deed dated August 10<sup>th</sup>, 2020 and recorded in the office of the Perry County Clerk at Deed Book 410 page 479.

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED] of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

- 1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.
- 1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.
- 1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of 5/31/, 2022 (the “**Effective Date**”) by and between **Julia Webb (f/k/a Julia Phillips)** (“**Landowner**”) and **Aurora Solar LLC**, an Oregon limited liability company (“**Aurora**”).

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the “**Property**”). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.
  - 1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the “**Easement**”):
    - 1.1.1. an **overhead collection system easement**, consisting of
      - 1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the “**Overhead Appurtenances**”), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property, together with the appropriate rights-of-way, under, on, along and in the Property, and
      - 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora’s improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
    - 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the “**Electrical Line Facilities**”.
    - 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the

intention of the parties that such easements are freely assignable and not personal to Aurora.

1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.

1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).

2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.

3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.

4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:

4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

4.2. **No Interference.** Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.



- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.
- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken

on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. **AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation activities cause on the Property, and Aurora will pay crop damage in accordance with the standards of Section 3.5 above for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event

that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops (which are governed solely by the provisions of Section 3.5 above) or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.
- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees,

Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

**7. ENCUMBRANCE OF EASEMENTS.**

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a “**Lender**”) all or any part of Aurora’s interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender’s Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora’s rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora’s interest or otherwise take possession of Aurora’s interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora’s interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been

terminated) from the date of termination of this Agreement to the date of the new easement agreement.

**8. Default and Termination.**

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

**9. Miscellaneous.**

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
1125 NW Couch, Suite 700  
Portland, Oregon 97209

With copy to:

Aurora Solar LLC  
Attn: Land Management  
1125 NW Couch, Suite 700  
Portland, Oregon 97209  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.
- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**

- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Julia Webb

SPOUSE (IF ANY)

Julia Webb  
Printed Name: Julia Webb

Gillie Webb  
Printed Name: Gillie Webb

STATE OF Kentucky §  
COUNTY OF Perry §

I Justin Noble, Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 31<sup>st</sup> day of May, 2022

(AFFIX NOTARY SEAL OR STAMP)

Notary ID: KYNP32857

[Signature]  
Notary Public  
My Commission Expires: 7-3-25



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

LEGAL  
IN

By: *Carrie Tracy*  
Printed Name: **Carrie Tracy**  
Title: Authorized Representative

By: *Stephanie La Pier*  
Printed Name: **Stephanie La Pier**  
Title: Authorized Representative

STATE OF OREGON )  
 )ss.  
COUNTY OF MULTNOMAH )

This instrument was acknowledged before me July 21, 2022, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



*[Signature]*  
Notary Public  
My commission expires: December 02, 2024  
Commission No.: 1005745A

This instrument prepared by:

*[Signature]*  
**Justin W. Noble, Esq.**  
**Law Offices of David A. Johnson**  
**461 Main Street**  
**Hazard, KY 41701**

## **EXHIBIT A**

### **Description of the Property**

Beginning at the creek; thence up the hill to a large rock marked X; thence a straight line up the hill to a row of cliffs; thence an easterly direction around the hill with the cliffs to Lula and Sherman Neace's line; thence down the hill with the Neace line to the line of Marie Collins; thence with the Collins' line to the creek; thence down the creek to the point of beginning.

For a more particular description, see description as follows:

Beginning at a culvert on north side of road; thence N. 66 deg. 13 min. 09 sec. W. 39.07 feet to a poplar on north side of road; thence N. 56 deg. 43 min. 49 sec. W. 239.83 feet to an iron pin on hillside; thence N. 24 deg. 01 min. 08 sec. E. 245.08 feet to an iron pin in line of parent tract; thence S. 85 deg. 18 min. 00 sec. E. 173.00 feet to an iron pin in branch; thence with branch S. 5 deg. 44 min. 33 sec. W. 358.80 feet to the point of beginning, containing 1.50 acres as shown by survey of H.B. Wilson, Lic# 2041, on 7/1/88.

Being the same property conveyed by deed from Opal Moore to Julia Phillips (now known as Julia Webb), dated the 13<sup>th</sup> day of July, 1988, in Deed Book 217, Page 567, records of the Perry County Clerk's Office.

**EXHIBIT B  
(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]  
of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone 612 604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Emily Salley, James Back, Janice Whitaker, and Gary D. Whitaker

as the Landowners

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated November 29, 2022

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstein  
Attn: Kista A Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612 604.6629

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(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of November 29, 2022 (the "Effective Date") by and between **Emily Salley, James Back, Janice Whitaker, and Gary D. Whitaker** ("Landowner(s)") and **Aurora Solar LLC**, an Oregon limited liability company ("Aurora").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "**Property**") Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "**Easement**").

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1 an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property, and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
  - 1.2 The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
  - 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
  - 1.4 The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes
  - 1.5 Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM**. The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
  3. **PAYMENTS TO LANDOWNER**. Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
  4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS**. Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
    - 4.1. **Landowner's Authority**. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the

Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere, (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have



no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property

4.8 Coal, Oil, Gas, and Mineral Rights Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1 Tile Repair Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.

5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.

5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement, provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

- 5.5 Hazardous Materials Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 6 ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents
7. ENCUMBRANCE OF EASEMENTS.
- 7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.
- 7.2. Covenants for Lender's Benefit Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows.
- 7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself
- 7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the

sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4 In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED]

\_\_\_\_\_ after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within \_\_\_\_\_ after receipt of an invoice from Landowner.

9. Miscellaneous.

9.1 Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, \_\_\_\_\_ after deposit in the United States mail, first class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows.

If to Landowner

\_\_\_\_\_

If to Aurora:

Aurora Solar LLC  
Attn. Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to.

Aurora Solar LLC  
Attn. Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile (503) 796-6901  
Telephone No.. (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement, Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

9.3 Successors and Assigns This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the

easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them

- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**
- 9.6. **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.**
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement
- 9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

- 9 11. If Aurora elects to utilize Landowner's Property for access to the Electrical Line Facilities, Aurora shall construct an access to the Engle Cemetery located on the Landowner's Property from the Electrical Line Access Road including necessary drainage pipes and gravel surfacing. Aurora shall not be responsible for the maintenance of the Engle Cemetery access post construction.
- 9 12. If Aurora utilizes spraying activities as a method of foliage growth control on the Property, such spraying will be limited to areas containing structures only

**[Signature and acknowledgment pages follow]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER", Emily Salley

By *Emily Salley*  
Printed Name: Emily Salley

STATE OF KENTUCKY §  
COUNTY OF PERRY §

I ANTHONY BOWLING Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESSESS my hand and official seal, this the 14<sup>TH</sup> day of OCTOBER, 20 22  
(AFFIX NOTARY SEAL OR STAMP)

Notary ID # 0371622  


Anthony Bowling  
Notary Public  
My Commission Expires: 12-16-2023

"LANDOWNER", James Back

By *James Back / Ret Roger*  
Printed Name: James Back

STATE OF KENTUCKY §  
COUNTY OF PERRY §

I ANTHONY BOWLING Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITNESSESS my hand and official seal, this the 14<sup>TH</sup> day of OCTOBER, 20 22  
(AFFIX NOTARY SEAL OR STAMP)

Notary ID # 0371622  


Anthony Bowling  
Notary Public  
My Commission Expires: 12-16-2023



"LANDOWNER", Janice Whitaker

By: Janice Whitaker  
Printed Name: Janice Whitaker

STATE OF KENTUCKY §

COUNTY OF PERRY §

I ANTHONY BOWLING Notary Public, certify that the following person(s) personally appeared before me on this day, each acknowledging to me that he or she signed the foregoing instrument

WITH MY HAND AND OFFICIAL SEAL, this the 14<sup>TH</sup> day of OCTOBER, 20 22

(AFFIX NOTARY SEAL OR STAMP)



Anthony Bowling  
Notary Public  
My Commission Expires 12-16-2023

Notary ID: 037162

"LANDOWNER", Gary D. Whitaker

By: Gary Whitaker  
Printed Name: Gary Whitaker

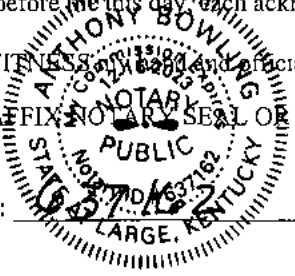
STATE OF KENTUCKY §

COUNTY OF PERRY §

I ANTHONY BOWLING Notary Public, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing instrument

WITH MY HAND AND OFFICIAL SEAL, this the 14<sup>TH</sup> day of OCTOBER, 20 22

(AFFIX NOTARY SEAL OR STAMP)



Anthony Bowling  
Notary Public  
My Commission Expires 12-16-2023

Notary ID: 037162

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

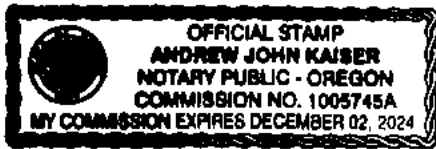
By: *Carrie Tracy*  
Printed Name. **Carrie Tracy**  
Title **Authorized Representative**

*LEGAL*  
*[Signature]*

By: *Stephanie La Pier*  
Printed Name. **Stephanie La Pier**  
Title **Authorized Representative**

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me November 29, 2024, by  
Carrie Tracy and Stephanie La Pier,  
Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its  
behalf



*[Signature]*  
Notary Public  
My commission expires December 02, 2024  
Commission No : 1005745A

This instrument prepared by:  
  
\_\_\_\_\_  
Justin W. Noble, Esq.  
Law Offices of David A. Johnson  
461 Main Street  
Hazard, KY 41701

## **EXHIBIT A**

### **Description of the Property**

Lying and being on Pigeon Roost Creek of the North Fork of the Kentucky River, in Perry County, Kentucky, and beginning at the mouth of Dry Hollow, thence up Dry Hollow as it meanders to the upper end of a little field and the line of R.B. McIntosh; thence with the fence and the said line up the hill to a marked black oak, near the graves, thence up the grave point as it meanders between Dry Hollow and Little Pigeon Roost to the top of the point between Little Pigeon Roost and Big Pigeon Roost, thence up the ridge as it meanders between Little Pigeon Roost and Big Pigeon Roost, to the head of Sam Campbell's branch to a marked chestnut oak; thence down the ridge as it meanders between Little Pigeon Roost and Sam Campbell's branch to the head of Wolf Pen branch; thence down the ridge as it meanders between Little Pigeon Roost and Wolf Pen Branch to the top of the point between Pole Cat Hollow and Jarrett Fork; thence down said point between Pole Cat Hollow and Jarrett Fork to a chestnut tree on the left side of Jarrett Fork coming down, thence on down the hill to the Jarrett Fork, thence down Jarrett Fork as it meanders to Little Pigeon Roost; thence down said creek as it meanders to the BEGINNING.

Being the same property conveyed by deed from Elsie Charline Engle to Pearlie Back and Everett Back, dated the 9<sup>th</sup> day of February, 1987, in Deed Book 211, Page 474, records of the Perry County Clerk's Office. This property was conveyed to Emily Salley, James Back, Janice Whitaker, and Gary D. Whitaker by Will filed in Will Book 17, Page 433, records of the Perry County Clerk's Office and probated in Perry County District Court, Case No 00-P-00175.

**EXHIBIT B**  
**(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor; [REDACTED]
  - From [REDACTED] of corridor; [REDACTED]
  - [REDACTED] of corridor; [REDACTED] of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage

1.6 Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding [REDACTED] Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Michael Eric White

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated April 17th, 2023

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

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(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of April 11<sup>th</sup>, 2023 (the "Effective Date") by and between **Michael Eric White**, a married man ("Landowner") and **Aurora Solar LLC**, an Oregon limited liability company ("Aurora").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "Property"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "Easement"):

1.1.1. an overhead collection system easement, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "Overhead Appurtenances"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property,  
and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "**Electrical Line Facilities**".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that **Exhibit B shall be removed prior to recording of this Easement.**
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. **Landowner's Authority.** Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the



Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

- 4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
- 4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.
- 4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

- 5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than thirty-six inches (36") below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.

7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire

Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

- 7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

- 8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.
- 8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.
- 8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

## 9. Miscellaneous.

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:

[REDACTED]

If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.
- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

By: Michael Eric White  
Michael Eric White

COMMONWEALTH OF KENTUCKY §  
§  
COUNTY OF PERRY §

I ANTHONY BOWLING Notary Public, certify that Michael Eric White personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

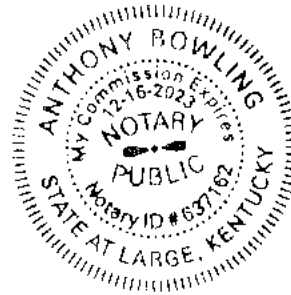
WITNESS my hand and official seal, this the 29<sup>TH</sup> day of MARCH, 2023.

(AFFIX NOTARY SEAL OR STAMP)

Anthony Bowling  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637162

SPOUSAL CONSENT

By: Sally Marie White  
Name: Sally Marie White  
Spouse of Michael Eric White  
*sallie SW*



COMMONWEALTH OF KENTUCKY §  
§  
COUNTY OF PERRY §

I Anthony Bowling Notary Public, certify that Sally Marie White, spouse of Michael Eric White, personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 29 day of MARCH, 2023.

(AFFIX NOTARY SEAL OR STAMP)

Anthony Bowling  
Notary Public  
My Commission Expires: 12-16-2023  
Notary ID: 637162



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"  
Aurora Solar LLC,  
an Oregon limited liability company

By: *Carrie Tracy*  
Printed Name: **Carrie Tracy**  
Title: **Authorized Representative**

By: *Stephanie La Pier*  
Printed Name: **Stephanie La Pier**  
Title: **Authorized Representative**

STATE OF OREGON                     )  
  )ss.  
COUNTY OF MULTNOMAH         )

This instrument was acknowledged before me on April 17th, 2023, by Carrie Tracy and Stephanie La Pier, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



*Jeffrey Riley*  
Notary Public Oregon  
My commission expires: January 25th, 2027  
Commission No.: 1033031

## EXHIBIT A

### Description of the Property

That certain described tract or parcel of land in Perry County, Kentucky described as follows:

BEGINNING on an iron pipe in edge of the Louisville and Nashville Railroad right of way and lower corner of Mary Clemons property, on survey point No. 9.9 as shown by plat filed under Folio Number \_\_\_\_\_, Perry County Clerk's Office; thence N 31 18 03 E 232.17 feet; thence N 30 01 06 E 51.97 feet; thence N 25 25 09 E 111.83 feet; thence N 23 15 47 E 116.47 feet; thence N 20 29 50 E 114.23 feet; thence N 27 38 46 E 165.95 feet; thence N 28 34 15 E 115.00 feet; thence S 27 19 14 E 571.63 feet to a 14" maple and set nail in tree root; thence S 49 23 13 W 81.47 feet with old surface mine bench; thence S 64 50 51 W 133.90 feet to a white oak with set nail in root; thence S 63 27 54 W 169.00 feet; thence S 20 04 53 W 25.67 feet; thence S 57 23 43 W 168.39 feet; thence S 41 42 09 W 62.86 feet; thence S 51 43 29 W 66.44 feet; thence S 72 55 37 W 17.04 feet; thence S 65 41 05 W 34.51 feet to center of Old House Branch; thence N 23 13 25 W 20.95 feet; thence N 37 29 59 W 37.99 feet; thence N 11 33 28 W 53.02 feet; thence N 39 20 31 W 10.00 feet to survey point Number 9.9 and the point of BEGINNING, containing 5.62 acres, and being Tract No. 1 of Ms. Mary Clemons property.

Being the same land conveyed by Mary Clemons, widow, to Michael Eric White by deed dated January 8, 1985, of record in Deed Book 202, Page 237, records of Perry County Clerk's Office.

**EXHIBIT B**  
**(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]  
of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees.

Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED] Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("Incremental Taxes"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.

**THIS INSTRUMENT WAS DRAFTED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING PLEASE RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT  
AGREEMENT**

by and between

Tonda Lee Young

as the Landowner

and

AURORA SOLAR LLC, an Oregon limited liability company  
as the Lessee

Dated May 1st, 2023

**PREPARED BY:**

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Suite 300  
Portland, OR 97210  
Telephone: 503.796.7167

**AFTER RECORDING RETURN TO:**

Winthrop & Weinstine  
Attn: Krista A. Bengston-Cook  
225 South Sixth Street, Suite 3500  
Minneapolis, MN 55402-4629  
Telephone: 612.604.6629

(Space above this line for Recorder's use only)

**OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT**

**THIS OVERHEAD ELECTRICAL LINE AND ASSOCIATED ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of May 1st, 2023 (the "Effective Date") by and between **Tonda Lee Young**, a widow ("Landowner") and **Aurora Solar LLC**, an Oregon limited liability company ("Aurora").

1. **GRANT OF EASEMENTS.** Landowner owns certain real property located in Perry County, Kentucky, which real property is more particularly described on attached Exhibit A and incorporated herein by this reference (the "Property"). Aurora requires facilities for the transmission of electric power and for communication purposes and desires the right to access, erect, install, inspect and maintain such facilities on the Property as part of a solar energy and energy storage project.

1.1. Landowner grants, transfers, conveys and warrants to Aurora, its licensees, agents, invitees, successors and assigns the following easements and rights-of-way on, over, under and across the Property (collectively, the "Easement"):

1.1.1. an **overhead collection system easement**, consisting of

1.1.1.1. an area of [REDACTED] in width for the location of the overhead collection system, consisting of line or lines of overhead wires and cables for the transmission of electrical energy and communications signals, and all related uses, including but not limited to necessary facilities, junction boxes and fixtures for use in connection with said overhead wires and/or cables under such easement rights (collectively, the "**Overhead Appurtenances**"), such rights to include, without limitation, the rights to erect, construct, reconstruct, replace, relocate, improve, enlarge, alter the voltage, remove, maintain and use the Overhead Appurtenances from time to time, on, along and in the Property,

together with the appropriate rights-of-way, under, on, along and in the Property, and

- 1.1.2. an easement and right-of-way for ingress and egress to and from Aurora's improvements, for construction, operation, inspection, service and maintenance purposes, (whether located on the Property, on adjacent property or elsewhere) over and along the Property and any adjacent properties owned or controlled by Landowner by means of roads and lanes thereon if existing, or otherwise by such route or routes as Aurora may designate from time to time.
- 1.2. The improvements, facilities (including access ways and roads), machinery and equipment described above are collectively defined as the "Electrical Line Facilities".
- 1.3. The parties declare that the forgoing easements are for commercial purposes and for utility services and therefore, notwithstanding any rule of the law to the contrary, it is the intention of the parties that such easements are freely assignable and not personal to Aurora.
- 1.4. The Landowner further consents to the granting by Aurora to third parties, its successors and/or assigns, from time to time, such subeasements as may be necessary or convenient for the erection, construction, reconstruction, replacement, relocation, improvement, enlargement, alteration of the voltage, removal, maintenance and use the Electrical Line Facilities, but for no other purposes.
- 1.5. Landowner and Aurora hereby agree that the Easement and this Agreement is a "utility easement" pursuant to KRS 382.135(2)(a).
2. **TERM.** The term of the Easement and of this Agreement shall be up to [REDACTED] from the Effective Date.
3. **PAYMENTS TO LANDOWNER.** Landowner and Aurora agree that valuable consideration has been given for the Easement and that the specific payment and consideration terms for the Easement is set forth in Exhibit B attached hereto and incorporated herein. Landowner and Aurora agree that Exhibit B shall be removed prior to recording of this Easement.
4. **LANDOWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Landowner hereby represents, warrants and covenants to Aurora during the term of this Agreement and the Easement granted herein:
  - 4.1. Landowner's Authority. Landowner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Aurora in a title report or other document delivered to Aurora prior to execution of this Agreement. Landowner and each person signing this Agreement on behalf of Landowner has the full and unrestricted right and authority to execute this Agreement and to grant to Aurora the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons having any ownership or possessory interest in the



Property are signing this Agreement as Landowner. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms. Landowner shall have no right to sever the rights, or any payments to be made to Landowner pursuant to this Agreement, from Landowner's fee interest in the Property, by way of assignment, conveyance or otherwise, without Aurora's prior written consent.

- 4.2. No Interference. Landowner's activities and any grant of rights Landowner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Electrical Line Facilities, whether located on the Property or elsewhere; (ii) access over the Property to the Electrical Line Facilities, whether located on the Property or elsewhere; or (iii) the undertaking of any other activities of Aurora permitted under this Agreement.
- 4.3. Requirements of Governmental Agencies. Landowner shall assist and fully cooperate with Aurora in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Aurora in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Electrical Line Facilities, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Aurora shall reimburse Landowner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Aurora has approved such expenses in advance.
- 4.4. Title Review and Cooperation. Landowner shall cooperate with Aurora to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Aurora under this Agreement.
- 4.5. Quiet Enjoyment. As long as Aurora observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire term without hindrance or interruption by Landowner or any person lawfully or equitably claiming by, through or under Landowner.
- 4.6. Indemnity. Landowner will defend, indemnify and hold harmless Aurora for, from and against liability for physical damage to Aurora's property (including, without limitation, Aurora's Electrical Line Facilities) and for physical injuries or death to Aurora or its tenants, invitees, contractors or the public, while on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Aurora. It is expressly agreed and understood that Landowner shall have

no duty to indemnify Aurora against loss arising out of or in connection with the conduct of third persons who are not employees of Landowner.

4.7. Hazardous Materials. Landowner shall not violate, and shall indemnify Aurora for, from and against any violation (past, present or future) by Landowner or Landowner's agents of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

4.8. Coal, Oil, Gas, and Mineral Rights. Landowner does not grant, lease, let, or demise hereby, but expressly excepts and reserves all rights to coal, oil, gas, and other minerals (collectively, "Minerals") in, on, or under and that might be produced or mined from the Property; provided, however, that no mining, drilling or other activity will be undertaken on the surface of the Property to recover any Minerals during the term of this Easement, and further provided that any activity associated with any such Minerals shall not interfere in any way with Aurora's quiet use and enjoyment of the Property for any and all of the purposes contemplated herein. Without limiting the foregoing, in no event shall Landowner (or any party deriving or claiming rights by or through Landowner) conduct any mining, drilling or resource exploration or extraction activities within [REDACTED] of the surface of the Property. In the event that there shall exist at any time any rights in Minerals separate from Landowner's fee interest in the Property, Landowner shall deliver to Aurora, within [REDACTED] of any request made by Aurora from time to time, such documentation as may be required to ensure that such rights in Minerals are subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Aurora hereunder and to allow Lessee to obtain an endorsement over such rights in Minerals in any title commitment or title insurance policy requested by Aurora, including, without limitation, a non-disturbance agreement executed by Landowner and the holder of such rights in Minerals in a form acceptable to Aurora.

4.9. No Conflict of Interest. Neither Landowner nor any a spouse or domestic partner, child, step child, sibling or parent of Landowner is an employee, member, or officer of a governmental agency or board which may be involved in the development of Aurora's solar energy and energy storage project in Perry County, Kentucky. To the extent Landowner or any relative of Landowner is such an employee, member or officer, such person shall recuse him- or herself from any official conduct in connection with Aurora's development of its solar energy and energy storage project in Perry County, Kentucky.

5. AURORA'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Aurora hereby represents, warrants and covenants to Landowner that:

5.1. Tile Repair. Aurora shall make commercially reasonable repair, (including replacement of damaged tile as necessary), of any tile damage that Aurora's construction or operation

activities cause on the Property, and Aurora will pay crop damage for any crops damaged by flood due to broken tile attributable to Aurora's activities on the property. Overhead electrical support systems shall be installed to a depth not less than [REDACTED] below the surface of the ground. All farm drainage tile which intersects the Aurora's overhead electrical wires and cable shall be identified and repaired and/or replaced if damaged by a contractor, qualified in farm drainage. Aurora agrees to consult, in good faith, with Landowner regarding the repair and/or replacement of said drainage tile. Landowner shall have the right to inspect all tile repairs and connections prior to backfill, provided Landowner is immediately available to do so. If Landowner is not available, Aurora's contractor shall provide Landowner with digital photographs of the repair. Upon completion of the construction project, Aurora shall provide Landowner with i) a GPS coordinate reading of the location of such repaired or replaced tile and ii) an illustration depicting the location of all overhead electrical wires and cables, on the property of Landowner, as well as the intersection of all such overhead improvements with the drainage tile system on the Property. In the event that Landowner's activities on the property subsequent to installation of the Electrical Line Facilities require a physical locate as to said wires and cables, Aurora agrees to do so, at no expense to Landowner, within [REDACTED] of receiving the locate request.

- 5.2. Insurance. Aurora shall, at its expense, maintain a commercial general liability insurance policy insuring Aurora against loss or liability caused by Aurora's occupation and use of the Property under this Agreement, in an amount not less than [REDACTED] of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Landowner at Landowner's reasonable request. Aurora shall be entitled to self-insure for such amount(s) as it deems appropriate in its commercially reasonable discretion.
- 5.3. Indemnity. Aurora will indemnify Landowner against liability for physical damage to property and for physical injuries or death to Landowner, Landowner's property or the public, to the extent caused by Aurora's construction, operation or removal of Electrical Line Facilities on the Property, except to the extent such damages, injuries or death are caused or contributed to by the gross negligence or willful misconduct of Landowner, or Landowner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Landowner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Electrical Line Facilities pursuant to this Agreement.
- 5.4. Construction Liens. Aurora shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Aurora's use of the Property pursuant to this Agreement; provided, however, that if Aurora wishes to contest any such lien, Aurora shall, within [REDACTED] after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

- 5.5. Hazardous Materials. Aurora shall not violate, and shall indemnify Landowner against, any violation by Aurora or Aurora's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.
6. ASSIGNMENT. Aurora shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement without Landowner's consent. The burdens of the easements and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Landowner and its successors, assigns, permittees, licensees, Auroras, employees, and agents. The Easement shall inure to the benefit of Aurora and its successors, assigns, permittees, licensees, Auroras, employees, and agents.
7. ENCUMBRANCE OF EASEMENTS.

7.1. Right to Encumber. Aurora and its successors and assigns may at any time mortgage to any entity (herein, a "Lender") all or any part of Aurora's interest under this Agreement and the easements created by this Agreement without the consent of Landowner.

7.2. Covenants for Lender's Benefit. Should Aurora or its successors and assigns mortgage any of its interest under this Agreement and the easements created by this Agreement as provided in Section 7.1 above, Aurora and Landowner expressly agree between themselves and for the benefit of any Lenders as follows:

7.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

7.2.2. A Lender shall have the right to do any act or thing required to be performed by Aurora or its successors and assigns under this Agreement, and any such act or thing performed by Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of Aurora's rights under this Agreement as if done by Aurora itself.

7.2.3. No default that requires the giving of notice to Aurora or its successors and assigns shall be effective unless a like notice is given to all Lenders. If Landowner shall become entitled to terminate this Agreement due to an uncured default by Aurora, Landowner will not terminate this Agreement unless it has first given notice of such uncured default and its intent to terminate this Agreement to each Lender and has given each Lender at least [REDACTED] to cure the default to prevent such termination of this Agreement. Furthermore, if within such [REDACTED] period a Lender notifies Landowner that it must foreclose on Aurora's interest or otherwise take possession of Aurora's interest under this Agreement to cure the default, Landowner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender to foreclose or acquire

Aurora's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Aurora. Upon the sale or other transfer of any interest in the easements and rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

7.2.4. In case of any termination of this Agreement as a result of any uncured default by Aurora, Landowner shall give prompt notice to the Lenders. Landowner shall, upon written request of the first priority Lender, made within [REDACTED] after such notice to Lender, enter into a new easement agreement with such Lender, or its designee, within [REDACTED] after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default of Aurora, upon the same terms, covenants, conditions and agreements contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Landowner any amounts which are due Landowner from Aurora and (ii) pay Landowner any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of termination of this Agreement to the date of the new easement agreement.

## 8. Default and Termination.

8.1. Aurora's Right to Terminate. Aurora shall have the right to terminate this Agreement, and Assignees and Tenants shall have the right to terminate their respective interests in or under this Agreement, as to all or any part of the Property at any time, effective upon [REDACTED] written notice to Landowner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

8.2. Landowner's Right to Terminate. Except as qualified by Section 7, Landowner shall have the right to terminate this Agreement if (a) a material default in the performance of Aurora's obligations under this Agreement shall have occurred and remains uncured, (b) Landowner simultaneously notifies Aurora and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default shall not have been remedied within [REDACTED] after Aurora, or within [REDACTED] in the case of all Lenders, receive the written notice, or, if cure will take longer than [REDACTED] for Aurora, or [REDACTED] for any Lender, Aurora or a Lender on Aurora's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

8.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Aurora shall (i) upon written request by Landowner, execute and record a release to Landowner of all of Aurora's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated, and (ii) as soon as practicable thereafter, remove all above-ground Electrical Line Facilities and any Aurora installed below grade improvements to a level [REDACTED] below grade from the Permitted Area or portion as to which this Agreement was terminated, exclusive of any

continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Aurora fails to remove such Electrical Line Facilities within [REDACTED] after termination of this Agreement, Landowner may do so, in which case Aurora shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within [REDACTED] after receipt of an invoice from Landowner.

9. **Miscellaneous.**

9.1. Notices. All notices or other communications required or permitted by this Agreement, including payments to Landowner, shall be in writing and shall be deemed given when personally delivered to Landowner or Aurora, or in lieu of such personal service, [REDACTED] after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Landowner:



If to Aurora:

Aurora Solar LLC  
Attn: Contracts Administration  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210

With copy to:

Aurora Solar LLC  
Attn: Land Management  
2701 NW Vaughn Street, Ste. 300  
Portland, Oregon 97210  
Facsimile: (503) 796-6901  
Telephone No.: (503) 796-7000

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Landowner and Aurora respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

- 9.3. Successors and Assigns. This Agreement and the easements granted to Aurora hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Aurora hereunder shall inure to the benefit of and be binding upon Landowner and Aurora and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.
- 9.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky.
- 9.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDOWNER AND AURORA HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.
- 9.6. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.
- 9.7. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.
- 9.8. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 9.9. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

9.10. Ownership of Electrical Line Facilities. Landowner shall have no ownership or other interest in any Electrical Line Facilities installed on the Property, and Aurora may remove any or all of the Electrical Line Facilities at any time.

**[Signature and acknowledgment pages follow]**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"LANDOWNER"

By: Tonda Lee Young  
Tonda Lee Young

COMMONWEALTH OF KENTUCKY §  
§  
COUNTY OF Perry §

I David Barker, Notary Public, certify that Tonda Lee Young personally appeared before me this day, and acknowledged to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal, this the 4 day of April, 2023.

(AFFIX NOTARY SEAL OR STAMP)

David Barker  
Notary Public  
My Commission Expires: 5-25-25  
Notary ID: KYNP 30318



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"AURORA"

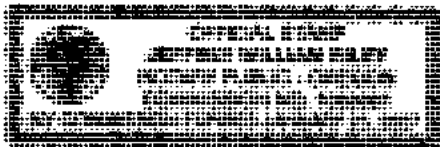
Aurora Solar LLC,  
an Oregon limited liability company

By: *Carrie Tracy*  
Printed Name: **Carrie Tracy**  
Title: Authorized Representative

By: *Heather Pingree*  
Printed Name: **Heather Pingree**  
Title: Authorized Representative

STATE OF OREGON                    )  
  )ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me May 1st, 2023, by Carrie Tracy and Heather Pingree, Authorized Representatives of Aurora Solar LLC, an Oregon limited liability company, on its behalf.



*Jeffery Riley*  
Notary Public Oregon  
My commission expires January 25th, 2027  
Commission No.: 1033031

## EXHIBIT A

### Description of the Property

That certain described tract or parcel of land in Perry County, Kentucky described as follows:

**Beginning on a stake in the East side of the Typo Road and on the West side of First Creek in Liberty Village; this is a corner to the Wheeler Hamblin tract; thence down by the Typo road S 20° 35' W 83.12' to iron pipe by road; thence S 18° 59' W 414.94' to iron pipe by road; thence S 30° 35' W 216.98' to iron pipe; thence S 23° 15' W 294.49' to iron pipe by road; thence S 25° 35' W 174.00' to a stake by bridge that leads to Double Poplar Branch, a corner to Lot #651 Liberty Village Map; thence turning up First Creek N 41° 55' E 160.50' to iron pipe on line with Louisville and Nashville Railroad Right of Way; thence with Right of Way N 280 40 E 628.45' to iron pipe; thence N 24 04 E 97.52' to iron pipe in line with Louisville and Nashville Railroad Right of Way; thence N 21 17 E 203.80' to iron pipe in First Creek a corner to the Wheeler Hamblin lot; thence with line of the Wheeler**

**Hamblin lot N 22 53 W 149.18' to the beginning containing 1.87 acres more or less, being a part of the E.C. and Sarah Combs tract.**

Prior Deed Reference: Book 393, Page 649

**EXHIBIT B**  
**(TO BE REMOVED PRIOR TO RECORDING)**

**PAYMENTS TO LANDOWNER**

- 1.1. Signing Bonus. As payment and consideration for the Easement and all other rights granted to Aurora in this Agreement, Aurora shall pay to Landowner a one-time signing bonus of [REDACTED] which Aurora shall pay to Landowner within [REDACTED] after the Effective Date of this Agreement.
- 1.2. Annual Payments. On the first anniversary of the Effective Date and thereafter on an annual basis, Aurora shall pay Landowner a rental payment of [REDACTED] per year.
- 1.3. Overhead Collection System and Communication Lines Payment. Aurora shall pay Landowner a one-time payment as described below within [REDACTED] after commencing construction based on the linear foot of corridor used by Aurora's Electrical Line Facilities on the Property:
- From [REDACTED] of corridor: [REDACTED]
  - From [REDACTED] of corridor: [REDACTED]
  - [REDACTED] of corridor: [REDACTED]
- of corridor used.
- 1.4. Installation payment. If any Electrical Line Facilities are to be installed on the Property, Aurora shall make a one-time installation payment to Landowner of [REDACTED] within [REDACTED] prior to commencing construction on the Property.
- 1.5. Crop/Timber Damage. Aurora will retain the services of a third-party forester to assess the quantity and quality of timber removed from the Property in order to install Aurora's Electrical Line Facilities. The forester's assessments will be the basis for Aurora's reimbursement to Landowner for timber damages incurred, which Aurora shall pay to Landowner within [REDACTED] after commercial operation of Aurora's solar energy and energy storage project. Portions of the Property shall be deemed to have been taken out of commercial crop production only to the extent Aurora's construction of Electrical Line Facilities on the Property materially interferes with Landowner's ability to farm such portions of the Property during the growing season in which such construction occurs, assuming that Landowner was actually farming such portions of the Property immediately prior to Aurora's commencing construction of the Electrical Line Facilities on the Property. After construction is complete, Aurora will not be responsible to pay Landowner any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops or otherwise use the Property as a result of the existence or operations of the Electrical Line Facilities on the Property, and no further payment will be made to Landowner for crop damage.

1.6. Reimbursement of Landowner's Reasonable Attorney and Financial Advisor Fees. Aurora shall reimburse Landowner for Landowner's reasonable and actual attorney fees charged by Landowner's attorney to advise Landowner on this Lease Agreement, in an amount up to, but not exceeding, [REDACTED]. Landowner's right to reimbursement under this Section is subject to Landowner's attorney submitting a statement showing Landowner's attorney's hourly billable rate and the total time spent by such attorney advising on this Agreement. All reimbursements hereunder shall be paid not later than [REDACTED] after Landowner shall have submitted the request for payment, together with all required documentation.

1.7. Taxes

1.7.1. Aurora shall pay [REDACTED] directly attributable to the installation of Electrical Line Facilities on the Property, not later than the due date thereof, including any reclassification of the Property as a result of the Electrical Line Facilities or this Agreement ("**Incremental Taxes**"), to the extent that such increase is not separately assessed to Aurora and paid directly by Aurora to the taxing authorities. Aurora shall not be liable for taxes attributable to facilities installed by Landowner or others on the Property, or to the underlying value of the Property itself. It is a condition to Landowner's right to payment or reimbursement of Incremental Taxes hereunder that Landowner submit the real property tax bill to Aurora within [REDACTED] after Landowner receives the bill from the taxing authority. Aurora shall have the right to pay Incremental Taxes either to Landowner or directly to the taxing authority. Landowner shall pay Landowner's share of real property taxes associated with the Property, and if Landowner fails to do so, Aurora shall be entitled (but not obligated) to make payments in fulfillment of Landowner's obligations to the taxing authority and may offset the amount of such payments from amounts due Landowner under this Agreement. In the event that Aurora shall fail to pay its portion of the real property taxes as herein provided, Aurora shall be responsible for any late charges imposed by the taxing authority, including all penalties assessed in connection therewith.

1.7.2. Aurora affirms its obligation to pay Incremental Taxes. Aurora shall indemnify and hold the Landowner harmless for any taxes, penalties, interest or fines relating to the failure of the Aurora to pay any Incremental Taxes. If needed, Aurora shall work in good faith with the County Assessor's office to establish a process for the mailing of the tax bill related to Aurora's Electrical Line Facilities on Landowner's Property directly to Aurora.

1.7.3. Aurora shall have the right, in its sole discretion, to contest by appropriate legal proceedings (which may be brought in the name(s) of Landowner and/or Aurora where appropriate or required), the legal validity or amount of any Incremental Taxes so long as such appeal is done in such a manner as not to subject the associated property with enforcement actions for non-payment of taxes. Landowner shall cooperate with Aurora in every reasonable way in such contest (including by joining in the signing of any protest, appeal or pleading that Aurora may deem advisable to file), and Aurora shall reimburse Landowner for its reasonable out-of-pocket expenses incurred for such cooperation.