

RECORDING REQUESTED BY AND WHEN RECORDED
RETURN TO:

COUNTY OF NEVADA
950 MAIDU AVENUE
NEVADA CITY, CALIFORNIA 95959
ATTENTION: ALISON A. BARRATT-GREEN,
COUNTY COUNSEL

**NO RECORDING FEE REQUIRED PER
GOVERNMENT CODE SECTION 27383**

APN 21-640-09

GRANT OF SOLAR FACILITIES EASEMENT

For valuable consideration, NEVADA COUNTY SANITATION DISTRICT NO. 1, a political subdivision of the State of California (“**Grantor**”), hereby grants to the COUNTY OF NEVADA, a public body, corporate and politic, and to its successors and assigns (“**Grantee**”) and to any **Secured Party** (as defined below), an easement and right of way (including ingress, egress and regress) and all other uses appurtenant thereto to, from, in, over, under, along, and across the land hereinafter described and to exercise the rights and privileges described herein, including but not limited to, to install, enlarge, replace, remove, repair, alter, operate, maintain, inspect and utilize solar power facilities and related improvements and equipment (the “**Easement**”).

1. **Easement Area.** The real property subject to the **Easement** (the “**Easement Area**”) is located in the County of Nevada, State of California, and is more particularly described as follows:

See Exhibit “A” (Description) attached hereto and made a part hereof.

2. **Purpose.** This grant of easement is being made in connection with and in furtherance of (1) an NCREBs Equipment Schedule dated August __, 2016 incorporating therein the terms of a Lease Agreement dated as of August __, 2016 (collectively, as amended or supplemented, the “**Lease Agreement**”) by and between **Grantee** and the Nevada County Finance Authority (“**Authority**”) pursuant to which, among other things, **Authority** will provide financing for, and **Grantee** will agree to cause the installation of, certain solar power facilities and related improvements (all replacements, repairs, restorations, modifications and improvements thereof or thereto, the “**Solar Facilities**”) within the **Easement Area** and lease them back from **Authority** and **Authority** will assign to Banc of America Leasing & Capital, LLC (with its successors and assigns, “**Secured Party**”) pursuant to an Assignment Agreement (NCREBs Equipment Lease) dated as of August __, 2016 (as amended or supplemented, the “**NCREBs Assignment**” and collectively with the **Lease Agreement**, the “**Financing Lease**”) and (2) an

Equipment Sublease/Purchase Agreement (the “***Sublease Agreement***”) to be entered into concurrently herewith by and between **Grantee** and **Grantor** pursuant to which **Grantee** will sublease the **Solar Facilities** to **Grantor**.

3. Rights and Privileges of Grantee. This grant of easement shall include the right and privilege of **Grantee, Secured Party** and its employees, contractors and workers to: (i) use the **Easement** for the following purposes: acquire, install, enlarge, replace, remove, repossess, repair, alter, operate, maintain, inspect and utilize the **Solar Facilities**; (ii) use tools, equipment, machinery, and materials within the **Easement Area** as needed in connection with any of the foregoing, and (iii) trim or clear away any trees, brush, or other vegetation or flora, including the roots thereof, and remove improvements, if any, located within the **Easement Area** or casting shade or shadow over the **Easement Area** or the **Solar Facilities** located therein, to install and maintain the **Solar Facilities** or to ensure direct sunlight on applicable portions of the **Solar Facilities** to maximize the performance of the **Solar Facilities**.

4. Term. The term of this **Easement** commences upon the execution and delivery hereof by **Grantor** and its acceptance by **Grantee**; and it shall end on the date on which all of the NCREBs Lease Payments under the NCREBs Equipment Lease (within the meaning of each such term as defined in the **Lease Agreement**) are paid in full, or provision is made for such payment in accordance with the terms thereof, and the NCREBs Equipment Lease has been discharged, but under any circumstances not later than _____, 2046. **Grantor** and **Grantee** may not modify, waive or terminate this **Easement** prior to such date without prior written consent of the NCREBs Lease Assignee (within the meaning of such term as defined in the **Lease Agreement**).

5. Rights upon Expiration of Term. **Grantee** agrees, upon the expiration of this **Easement**, to quit and surrender the **Easement Area** in the same good order and condition as the **Easement Area** was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and further agrees that the **Solar Facilities** then existing within the **Easement Area** will remain thereon and, pursuant to the **Sublease Agreement**, will become and be the property of **Grantor**. **Grantee** also agrees to take any and all steps and execute and record any and all documents reasonably required by **Grantor** to consummate the termination of its rights and interests hereunder.

6. Amendments. **Grantor** and **Grantee** may at any time amend or modify any of the provisions of this **Easement**, but only with the prior written consent of **Secured Party**.

12. Assignment. **Grantee** shall have the right to assign or transfer, without limitation, all or any part of the rights and privileges granted herein, but only with the prior written consent of the **Secured Party**.

8. Acknowledgements and Agreements for Benefit of Secured Party. **Grantor** hereby acknowledges and agrees that notwithstanding the means by which the **Solar Facilities** may be attached or affixed to the **Easement Area**, the **Solar Facilities** shall be and remain equipment or other personal property and shall not be considered part of or affixed to the **Easement Area**. Title to the **Solar Facilities** is controlled by the terms of the **Financing Lease**.

9. **No Rights of Grantor.** Except for the limited use rights set forth in the **Sublease Agreement**, **Grantor** has no interest in, right or claim to and lien on the **Solar Facilities**, including, but not limited to, any right of levy upon the **Solar Facilities**.

10. **Secured Party Right to Enter.** The **Secured Party** may at reasonable times enter upon the **Easement Area** for the purpose of exercising any right it may have under the terms of the **Financing Lease**, or otherwise, including, without limitation, the right to physically detach and remove the **Solar Facilities** from the **Easement Area**, without any liability whatsoever to **Grantor**, except for any damages to the buildings or other improvements on the **Easement Area** directly caused by any failure of the **Secured Party** to remove or use the **Solar Facilities** with reasonable care.

11. **Right to Occupy.** **Grantor** agrees not to take any action to terminate **Grantee's** right to occupy the **Easement Area** or have the **Solar Facilities** located on the **Easement Area** without the prior written consent of **Secured Party**.

12. **Real Property Issues.** In the event any lien, encumbrance, issue, claim or dispute arises with respect to the **Grantor's** legal title to (or **Grantee's** interest in) the **Easement Area** or access or rights to the **Easement Area**, for inspection or repossession or any other matters described herein or relating to **Grantor's**, **Grantee's** and/or **Secured Party's** valid and marketable use of or title to the **Easement Area** (each of the foregoing referred to as a "**Real Property Issue**"), **Grantor** will take all steps necessary to promptly quiet, resolve and/or eliminate such **Real Property Issue** and/or provide **Grantee** and **Secured Party** with, or as applicable, will take all reasonable steps to ensure the **Grantee** and **Secured Party** have adequate access and rights to the **Easement Area** for purposes of accessing, inspecting and/or repossessing (if necessary) the **Solar Facilities** or exercising the other rights contemplated herein and **Grantor** shall ensure that its fee interest in the **Easement Area** remains free and clear of **Real Property Issues**.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, **Grantor** has executed this instrument this _____ day of _____, 2016.

GRANTOR:

NEVADA COUNTY SANITATION DISTRICT NO. 1,
a political subdivision of the State of California

By: _____

Attest:

Name _____
Title _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF NEVADA)

personally appeared _____, who 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

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EXHIBIT "A"

LEGAL DESCRIPTION
OF EASEMENT AREA

Real property in the City of Auburn, County of Nevada, State of California, described as follows:

LOT 7, OF LAKE OF THE PINES RANCHOS AS SHOWN ON THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF NEVADA, ON SEPTEMBER 19, 1969, IN BOOK 3 OF SUBDIVISIONS, AT PAGE 40.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by that certain Grant of Solar Facilities Easement to which this Certificate is attached from NEVADA COUNTY SANITATION DISTRICT NO. 1, a political subdivision of the State of California, to the COUNTY OF NEVADA, a public body, corporate and politic ("**Grantee**"), is hereby accepted by the undersigned officer on behalf of **Grantee**, pursuant to authority conferred by resolution of the Board of Supervisors of **Grantee** adopted on August 9, 2016, and **Grantee** consents to recordation thereof.

Dated: _____, 2016

COUNTY OF NEVADA,
a public body, corporate and politic

By: _____

Printed Name: _____

Title: _____