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Nevada County Recorder  
Gregory J. Diaz  
Document#: 20160019557  
Tuesday August 30 2016, at 02:04:31 PM

RECORDING REQUESTED BY AND WHEN RECORDED  
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First American Title Co

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 1, 2016 incorporating therein the terms of a Lease Agreement dated as of August 1, 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 31, 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 August 1, 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**, which consent shall not be unreasonably withheld if such amendment could not reasonably be expected to adversely affect **Secured Party**’s exercise of any of its rights, interests or remedies with respect to the **Solar Facilities**, this **Easement** or the **Easement Area**. This **Easement** and any provision herein may be amended, modified or waived only by a written instrument executed by **Grantor** and **Grantee** with the written approval of **Secured Party**.

7. **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 **Secured Party**, which consent shall not be unreasonably withheld if such assignment and transfer could not reasonably be expected to adversely affect **Secured Party**’s exercise of any of its rights, interests or remedies with respect to the **Solar Facilities**, this **Easement** or the **Easement**

Area, and the prior written consent of **Grantor**, which consent shall not be unreasonably withheld.

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**, which consent shall not be unreasonably withheld if such action and termination could not reasonably be expected to adversely affect **Secured Party's** exercise of any of its rights, interests or remedies with respect to the **Solar Facilities**, this **Easement** or the **Easement Area**.

12. **Real Property Issues.** In the event any lien, encumbrance, asserted encumbrance, claim, dispute or other issue arises (i) 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** or (ii) that could reasonably be expected to adversely affect **Grantee's** beneficial use and enjoyment of the **Solar Facilities** (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 **Grantee** has beneficial use and enjoyment of the **Solar Facilities** and **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** and, in the case of **Grantee**, exercising the other rights contemplated herein; and, in all cases, **Grantor** shall ensure that its fee interest in the **Easement Area** remains free and clear of **Real Property Issues** and that **Grantee** and/or **Secured Party** has beneficial use and enjoyment of all of the **Easement Area** and the **Solar Facilities** as provided for in this **Easement**.

13. **Coordination of Construction, Operational and Maintenance Activities.** **Grantee** shall coordinate the timing and location of all construction, operational and maintenance

activities with **Grantor's** Sanitation District Manager so as not to interfere unreasonably with **Grantor's** business and other activities in, on or around the **Easement** or the access road thereto. If **Grantor** determines that **Grantee's** activities unreasonably interfere with **Grantor's** business, **Grantor** shall provide **Grantee** and Secured Party with written notice of such interference. Immediately upon receipt of said notice, **Grantee** shall terminate such interfering activities and take all actions reasonably necessary to prevent the re-occurrence of any such interference so long as such action and termination could not reasonably be expected to adversely affect Secured Party's exercise of any of its rights, interests or remedies with respect to the Solar Facilities, this Easement or the Easement Area. If any such action or termination could reasonably be expected to adversely impact Secured Party's exercise of any of its rights, interests or remedies with respect to the Solar Facilities, this Easement or the Easement Area, then Grantor, Grantee and Secured Party shall negotiate in good faith to address such interference without adversely affecting Secured Party's ability to exercise of any of its rights, interests or remedies with respect to the Solar Facilities, this Easement or the Easement Area.

**14. Existing Liens and Encumbrances.** This Grant of **Easement Area** is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof; *provided* **Grantor** hereby certifies all of the foregoing constitute "**Permitted Encumbrances**" under and as defined in the **Lease Agreement** and the **Sublease Agreement** and that this **Easement** and the intended use of the **Easement Area** for the installation of the Solar Facilities does not conflict with any of the foregoing.

**15. Maintenance of Facilities.** **Grantee** agrees that any improvements or other property installed under the authority of this Easement shall be well and safely maintained by **Grantee** at all times while this Agreement is operative. **Grantee** will maintain a "Call-Before-You-Dig" program for all required and related underground utility locations on **Grantor's** land. Where appropriate, **Grantee** will maintain sign posts along **Grantee's** underground utility transmission system right-of-way with the number of the local "Call-Before-You-Dig" organization. Any damage caused by the **Grantee**, its contractors or related parties shall be repaired or replaced by **Grantee** as necessary at **Grantee's** expense, and **Grantee** shall be responsible for any consequential damages related to the damage.

**16. Prior Notice on Entry.** Except for emergencies and any unscheduled breakdown of service connection, **Grantee** shall provide to **Grantor** reasonable advance written notice prior to entering the **Easement Area**, and shall coordinate with **Grantor** all authorized activity in the **Easement Area** in a manner reasonably agreeable to **Grantor**.

**17. Hold Harmless.** **Grantee** waives all claims against **Grantor**, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement except as otherwise provided in this Agreement. **Grantee** agrees to save harmless, indemnify, and defend **Grantor**, its officers, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by **Grantor**, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by **Grantee** of the rights hereby granted, except those arising out of the sole negligence of **Grantor**.

18. **Easement Non-Exclusive.** Grantor reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder hereunder or in any way adversely impact Secured Party's exercise of any of its rights, interests or remedies with respect to the Solar Facilities, this Easement or the Easement Area.

19. **No Third Party Beneficiaries.** Except for Secured Party, this Grant of Easement creates rights and duties only between Grantor and Grantee, and no other party, or third party, is intended to have or be deemed to have any rights under this Grant of Easement as an intended third party beneficiary, except as expressly set forth herein.

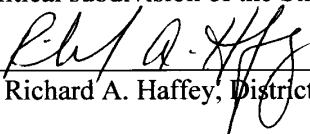
20. **Governing Law; Venue.** This Grant of Easement has been negotiated and executed in Nevada County, California, and the substantive laws of the State of California, without reference to its conflict of laws provisions, will govern the validity, construction, and enforcement of this Grant of Easement and venue for any action relating to this Grant of Easement shall be in Nevada County, California.

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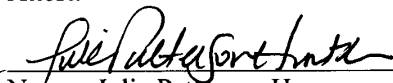
IN WITNESS WHEREOF, **Grantor** has executed this instrument this 26 day of August, 2016.

**GRANTOR:**

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

  
By: Richard A. Haffey, District Administrator

Attest:



Name: Julie Patterson-Hunger

Title: Clerk of the Board

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF NEVADA )

On August 26, 2016 before me, Cindy Hunt, Notary Public,

personally appeared Richard A. Haffey, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Cindy Hunt  
SIGNATURE OF NOTARY PUBLIC



**"EXHIBIT A"**

**LEGAL DESCRIPTION**  
**OF EASEMENT AREA**

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

A portion of Lot 7 as shown on the Lake of the Pines Ranchos, recorded in Book 3 of Subdivisions, Page 40, Official Records of Nevada County; said parcel being within a portion of the Southwest 1/4 of Section 27, Township 14 North, Range 8 East, Mount Diablo Meridian, in the County of Nevada, State of California and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 7; thence from said **Point of Beginning** along the northerly line of said Lot 7 the following two (2) courses (1) North 82°24'21" East, 31.58 feet; (2) thence North 50°03'41" East, 139.82 feet; thence North 90°00'00" East, 206.32 feet; thence South 00°00'00" East, 315.41 feet; thence North 90°00'00" West, 315.31 to the westerly line of said Lot 7; thence along the westerly line of said Lot 7 North 07°35'39" West, 223.44 feet to the **Point of Beginning**.

The herein described portion covers 97,809 sq. ft., more or less.

Together with a non-exclusive right of ingress and egress over, along and across the following described access road:

Portions of Parcel B and Parcel D as shown on that parcel map recorded in Book 2 of Parcel Maps, Page 159, Official Records of Nevada County; said parcel being within a portion of the East 1/2 of the East 1/2 of Section 28, Township 14 North, Range 8 East, Mount Diablo Meridian, in the County of Nevada, State of California and being more particularly described as follows:

Beginning at the intersection of the centerline of Riata Way and the easterly line of the Southeast 1/4 of Section 28 from which the Northeast 1/4 of Section 28 bears North 07°35'37" West, 3,193.83 feet more, or less; thence from said **Point of Beginning** South 87°56'50" West, 24.75 feet; thence South 02°03'10" East, 8.89 feet; thence along the arc of a curve to the right having a radius of 115.00 feet, a delta angle of 48°42'02" and an arc length of 97.75 feet; thence along the arc of a curve to the left having a radius of 80.00 feet, a delta angle of 76°26'12" and an arc length of 106.73 feet; thence along the arc of a curve to the right having a radius of 163.00 feet, a delta angle of 31°48'33" and an arc length of 90.49 feet; thence South 02°01'13" West, 91.85 feet; thence along the arc of a curve to left having a radius of 91.00 feet, a delta angle of 109°40'47" and an arc length of 174.20 feet to the easterly line of Said Parcel D and the Easterly line of the Southeast 1/4 Section 28; thence along the easterly line of Said Parcel D the following course South 07°35'37" East, 142.30 feet; thence North 57°53'49" West, 120.87 feet; thence North 45°26'02" East, 42.20 feet; thence along the arc of a curve to the left having a radius of 10.00 feet, a delta angle of 120°52'37" and an arc length of 21.10 feet; thence along the arc of a curve to the right having a radius of 121.00 feet, a delta angle of 77°27'48" and an arc length of 163.59 feet; thence North 02°01'13" East, 91.83 feet; thence along the arc of a curve to the left having a radius

of 133.00 feet, a delta angle of  $31^{\circ}48'33''$  and an arc length of 73.84 feet; thence along the arc of a curve to the right having a radius of 110.00 feet, a delta angle of  $76^{\circ}26'12''$  and an arc length of 146.75 feet; thence along the arc of a curve to the left having a radius of 85.00 feet, a delta angle of  $48^{\circ}42'02''$  and an arc length of 72.25 feet; thence North  $02^{\circ}03'10''$  West, 38.89 feet; thence North  $87^{\circ}56'50''$  East, 51.84 feet to the **Point of Beginning**.

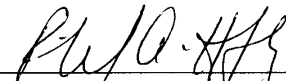
The herein described portion covers 25,537 sq. ft., more or less.

**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 16, 2016, and **Grantee** consents to recordation thereof.

Dated: August 26, 2016

COUNTY OF NEVADA,  
a public body, corporate and politic

By: 

Printed Name: Richard A. Haffey  
Title: County Executive Officer

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Nevada )

On August 26, 2016 before me, Cindy Hunt, notary public,  
Date Here insert Name and Title of the Officer

personally appeared Richard A. Haffey  
Name(s) of Signer(s)

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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature Cindy Hunt  
Signature of Notary Public

*Place Notary Seal Above*

### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: Certificate of Acceptance Grant of Solar Facilities Easement Document Date: 8/1/16  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_