

## **OPTION TO EASEMENT AGREEMENT**

THIS OPTION TO EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of the 22nd day of December, 2020 (the “**Effective Date**”), by and between Vantage Point Properties, LLC (“**VP**”), and Revolution Wind, LLC (f/k/a DWW REV I, LLC), a Delaware limited liability company (“**RW**”).

### **RECITALS:**

WHEREAS, VP owns that certain parcel of land located in North Kingstown, Rhode Island, being designated as Assessor’s Plat 185, Lot 8 (the “**Property**”); and

WHEREAS, VP desires to grant to RW an option to acquire an easement on and over the Easement Area (as defined herein), and RW desires to obtain an option to acquire an easement on and over the Easement Area, upon the terms and conditions set forth herein.

### **WITNESSETH:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties as follows:

1. VP hereby grants to RW the exclusive right and option to acquire an easement on and over the Easement Area (the “**Option**”) during the period commencing on the Effective Date and expiring on the second (2<sup>nd</sup>) anniversary of the Effective Date as the same may be extended as herein provided (the “**Option Period**”) in accordance with the terms and provisions of this Agreement. Provided that RW is not in default of any of RW’s obligations under this Agreement, RW shall have the right to extend the Option Period for three (3) additional periods of approximately one (1) year each (each an “**Extension Period**”) commencing immediately following the expiration of the initial two year Option Period or then-current Extension Period, as applicable, and, in any event expiring on the earlier of (i) January 27, 2025 or (ii) the expiration or earlier termination of the Option to Lease (herein defined), by delivering written notice of such extension to VP not less than ninety (90) days prior to the expiration of the initial two (2) year Option Period. For the avoidance of doubt, even if extended as aforesaid, the Option Period shall nevertheless expire on the earlier of (i) January 27, 2025 or (ii) the expiration or earlier termination of the Option to Lease. Provided (a) RW is not then in default under this Agreement; (b) the Acquisition Contingency (as defined herein) has been satisfied; (c) VP has received the Option Payment (as defined herein) and all Extension Payments (herein defined) payable as of the exercise date; (d) VP has received the Construction Payment (as defined herein) in full; (e) RW simultaneously exercises its option to lease as described in that certain Option to Lease Agreement between RW (f/k/a DWW REV I, LLC) and Quonset Development Corporation (“**QDC**”) dated January 28, 2020 (the “**Option to Lease**”); (f) RW has exercised its option to acquire an easement as described in that certain Option to Easement Agreement between RW and QDC dated of even date herewith (“**QDC Option**”); and (g) RW has received all permits and approvals (on terms acceptable to RW in its sole discretion) required in order to

construct an offshore wind farm beyond all applicable appeal periods with no appeals having been taken therefrom (“**Permits**”), RW may exercise its Option by notifying VP in writing of such election (the “**Option Exercise Notice**”) on or before the expiration of the Option Period. In order for the Option Exercise Notice to be effective, RW shall execute and deliver to VP, along with the Option Exercise Notice, an executed counterpart of the easement agreement attached hereto as **Exhibit B** (the “**Easement Agreement**”). In consideration of allowing RW to extend the initial two year Option Period for the Extension Periods, RW shall make non-refundable payments to VP during such Extension Periods of [REDACTED] payable on the first business day of each month during such Extension Period (the “**Extension Payments**”).

Upon VP’s execution of the Easement Agreement and delivery to RW of the fully executed Easement Agreement, this Agreement shall terminate and the terms of the Easement Agreement shall govern.

2. The Easement Area is a portion of the Property substantially as shown on **Exhibit A** attached hereto (the “**Easement Area**”). The parties acknowledge and agree that during the Option Period, the dimensions of the Cables (as defined in the Easement Agreement) and the exact location of the Easement Area are to be finalized by the parties prior to RW’s exercise of the Option. The parties also acknowledge and agree that the Property will likely be subject to an administrative subdivision to change the lot lines thereof. Upon RW’s exercise of the Option, the mutually acceptable revised plan showing the exact location of the Easement Area (and the configuration of the Property as a result of the administrative subdivision) is to be attached as Exhibit A of the Easement Agreement. For the avoidance of doubt, the parties acknowledge and agree the Cables will be installed as far to the east in the Easement Area as possible and the Easement Area will terminate ten (10) feet to the west of the installed Cables.

VP agrees that excess soil from land outside of the Property may be deposited on the Property in accordance with the easement agreement and utility permit attached as exhibits to the QDC Option and VP agrees to execute and deliver to QDC and RW such easement agreement and utility permit if RW exercises the QDC Option.

3. In consideration for the grant by VP to RW of the Option, RW agrees, simultaneously with its execution of this Agreement to pay to VP the sum of [REDACTED] (the “**Option Payment**”). The Option Payment shall be non-refundable to RW, not applicable to any payments under the Easement Agreement, and shall be paid to [REDACTED]

Notwithstanding anything contained herein to the contrary, if, for any reason, RW fails to make the Option Payment within ten (10) days of the date hereof, VP shall be entitled to terminate this Agreement, this Agreement shall automatically terminate and be null and void without recourse to the parties hereto, and VP shall be free to lease, convey, or enter into an agreement with any other third party with respect to the Property.

4. In consideration for the grant by VP to RW of the Option, RW agrees, on and as of the earlier to occur of: (a) December 1, 2021; or (b) the date RW sends VP the Notice to Proceed (as defined below) to pay the sum of [REDACTED] (the “**Construction Payment**”) as set forth herein. If the Construction Payment is made on December 1, 2021, the Construction Payment is to be paid to Fidelity National Title Insurance Company (the “**Escrow Agent**”) to be held in escrow in accordance with the terms hereof for the benefit of VP. If the Construction Payment is made on the date RW sends VP the Notice to Proceed, the Construction Payment is to be paid directly to VP. The Construction Payment shall be non-refundable to RW (except as expressly set forth herein), not applicable to any easement payments under the Easement Agreement, and, if paid on December 1, 2021, shall be paid in full to VP by Escrow Agent upon RW’s written request (“**Notice to Proceed**”) to VP for VP to perform the Parking Lot Improvements (as defined herein) as set forth in Paragraph 4 hereof. For the avoidance of doubt, RW shall not send the Notice to Proceed until the Acquisition Contingency (as defined herein) is satisfied, and RW has received its Permits.

In the event that RW does not send the Notice to Proceed to VP, the Construction Payment has not been released to VP and RW does not exercise the Option, then Escrow Agent shall return the Construction Payment to RW upon the expiration of this Agreement. If RW has not sent the Notice to Proceed to VP and the Construction Payment has not been released from Escrow Agent to VP before RW exercises the Option, then the Construction Payment shall be paid to VP at the time that RW exercises the Option.

Notwithstanding anything contained herein to the contrary, if, for any reason, RW fails to pay the Construction Payment within five (5) business days when due (to either Escrow Agent or directly to VP as set forth in this Section 3), VP shall be entitled to terminate this Agreement, and this Agreement shall automatically terminate and be null and void without recourse to the parties hereto, and VP shall be free to lease, convey, or enter into an agreement with any other third party with respect to the Property.

5. This Agreement, VP’s obligations hereunder and RW’s obligations hereunder are subject to VP’s affiliate, Newton Properties, LLC, acquiring fee title to those certain parcels located in North Kingstown, Rhode Island, being designated as Assessor’s Plat 185, Lot 1 and Lot 4 (the “**Acquisition Contingency**”). In the event the Acquisition Contingency has not been satisfied on or before July 1, 2021, this Agreement will automatically terminate and be null and void in all respects (except for those obligations which expressly survive the expiration or earlier termination of this Agreement) without recourse to the parties hereto.

6. Provided that the Acquisition Contingency has been satisfied, RW has obtained its Permits and VP has received the Construction Payment, VP agrees to construct an extension of the current parking lot located on the Property as shown on the plan attached hereto as **Exhibit C** (the “**Parking Lot Improvements**”). VP shall endeavor to complete the Parking Lot Improvements within twelve (12) months following receipt of the Construction Payment in full and completion of the Demolition (as defined in the QDC Option).

7. (a) It is the intention of the parties hereto that after the parties have executed the Easement Agreement RW shall relocate and deposit any excess soil that is displaced by the installation of the Cables and the Conduits (as defined in the Easement Agreement) for the entire route of the project, from the landfall to the substation, on an area of the Property designated by VP. The excess soil may be utilized as fill material for a parking lot to be constructed on the Property. At RW's cost, RW shall prepare a Soil Management Plan (the "SMP") for review and approval by Rhode Island Department of Environmental Management ("RIDEM") that is reasonably satisfactory to VP and consistent with the Environmental Land Use Restriction ("ELUR") on the VP Property.

(b) Following the satisfaction of the Acquisition Contingency and for the preparation of the SMP, RW may make the following investigations and studies with respect to the Easement Area: (a) survey; (b) structural soil borings but only within the limits of the proposed trench situated within the Easement Area (both as to width and depth); and (c) placement of groundwater monitoring wells. The locations of the structural soil borings and groundwater monitoring wells shall be approved by the parties hereto in advance of installation and investigation. No laboratory analysis of the site soils shall be conducted unless required by RIDEM in writing as either a substantive comment on the review of the SMP or as a condition of the approval of the SMP, with documentation and notice to VP.

(c) If after the parties enter into the Easement Agreement and during the installation of the Cables and Conduits, soil is encountered that appears to be inconsistent with the RIDEM approved SMP and RW wishes to dispose of the material at an off-site facility at its cost, RW may perform environmental testing to characterize the soil to meet standards for waste manifesting and disposal. No invasive tests may be performed except as expressly set forth above. Prior to such time as any RW's representatives enter the Property, RW shall (a) obtain policies of general liability insurance which insure RW and VP with liability insurance limits of not less than \$2,000,000 combined single limit for personal injury and property damage, and name VP as an additional insured, and (b) provide VP with certificates of insurance evidencing that RW has obtained the aforementioned policies of insurance.

(d) In conducting any permitted inspections, investigations, or tests of the Easement Area permitted hereunder, RW and its agents and representatives shall: (i) comply with all applicable laws; (ii) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; and (iii) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder. RW shall bear the cost of all such inspections or tests. RW shall promptly return the Property to substantially the condition existing prior to any tests and inspections performed by RW or RW's representatives. RW shall, and shall cause its agents and independent contractors to treat as confidential and not disclose to any person or entity, including VP and any governmental agency, the results of any investigations performed by or on behalf of RW, except if required by applicable law. RW shall indemnify and hold harmless VP and its respective directors, officers, employees, agents, successors and assigns from and against any and all damages, mechanics' liens, liabilities, losses, demands, actions, causes of action, claims, costs and expenses (including reasonable attorneys' fees, including the cost of appeals) arising from or related to RW's or its employees, agents, representatives, or contractors entry onto the Property, and any inspections or other matters performed by RW with respect to the Property,

except those arising from the discovery of pre-existing conditions (unless such pre-existing conditions are exacerbated by the activities of RW) or damages caused by the gross negligence or intentional acts of VP or its employees, agents, representatives or contractors. VP shall indemnify and hold harmless RW and its respective directors, officers, employees, agents successors and assigns from and against any and all actual (but not consequential) damages, mechanics' liens, liabilities, losses, demands, actions, causes of action, claims, costs and expenses (including reasonable attorneys' fees, including the cost of appeals) arising from or related to VP's gross negligence or intentional acts. The provisions of this Paragraph 7(d) shall survive the execution of the Easement Agreement or termination or expiration of this Agreement.

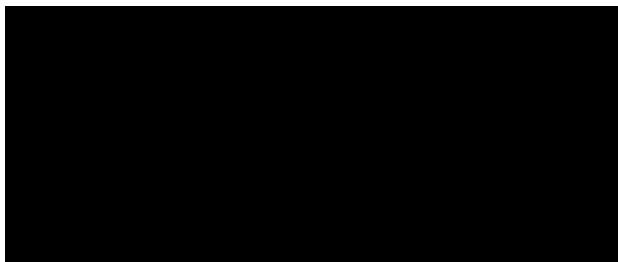
8. The parties agree that time is of the essence with respect to this Agreement.

9. RW may not assign this Agreement without VP's prior written consent, which consent may be withheld in VP's sole and absolute discretion. Notwithstanding the foregoing, RW may assign this Agreement to an entity controlling, controlled by or under common control with RW.

10. This Agreement shall not be recorded by RW, or anyone acting on behalf of RW, in the Records of Land Evidence of the Town of North Kingstown, but a mutually satisfactory Memorandum of the existence of this Agreement ("Option Memorandum") may be so recorded. If an Option Memorandum is so recorded, then upon the expiration or sooner termination of this Agreement, RW shall cause the Option Memorandum to be terminated and discharged of record, which obligation shall survive the termination or expiration of this Agreement. Termination of this Agreement may also be conclusively evidenced by VP recording a written notice certifying that this Agreement has been terminated.

11. All notices to be delivered pursuant to this Agreement shall be sent by electronic delivery and by recognized overnight courier to the addresses set forth below and shall be deemed received on the business day on which the overnight delivery is scheduled to be delivered. Either party may change its address for notices by writing delivered in accordance with the provisions of this Paragraph 9.

Notices to VP shall be sent as follows:

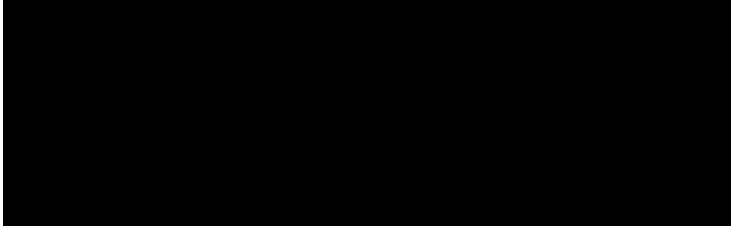


Notices to RW shall be sent as follows:

Revolution Wind, LLC  
c/o Eversource Energy  
247 Station Drive, SE 210

Westwood, Massachusetts 02090  
Attention: Joseph Simonelli  
E-Mail: [joseph.simoneIli@eversource.com](mailto:joseph.simoneIli@eversource.com)

Notices to Escrow Agent shall be sent as follows:



12. This Agreement, and the exhibits attached hereto, constitute the entire agreement between the parties with respect to the Property and supersede any and all prior understandings or agreements between the parties with respect to the Property. A facsimile, digital, electronic or PDF signature of this Agreement may be relied upon and shall be deemed to be an original.

13. This Agreement and the performance hereof shall be subject to and governed by the laws of the State of Rhode Island. Each party to this Agreement, by its execution hereof, hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts of the State of Rhode Island for the purpose of any proceeding between the parties arising in whole or in part under or in connection with this Agreement.

14. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one (1) agreement. A facsimile, digital, electronic or PDF signature of this Agreement may be relied upon and shall be deemed to be an original.

15. This Agreement will terminate and be null and void in all respects without recourse to the parties hereto upon expiration of the Option Period.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page]

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

VP

VANTAGE POINT PROPERTIES, LLC,  
a Rhode Island limited liability company

By: 


Name: Douglas B. Riggs

Title: Managing Member

[Signatures continue on the following page.]

**RW**

REVOLUTION WIND, LLC,  
a Delaware limited liability company

By:   
Name: Robert Frenna  
Title: Vice President

[Signatures continue on the following page.]



**ACKNOWLEDGED AND AGREED TO BY  
ESCROW AGENT**

Fidelity National Title Insurance Company

By: \_\_\_\_\_

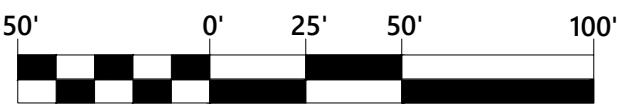
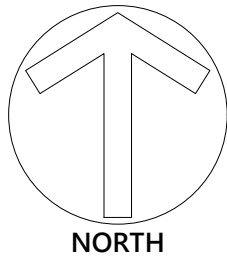
Name:

Title:

**EXHIBIT A**

**(Plan of the Property and Easement Area)**

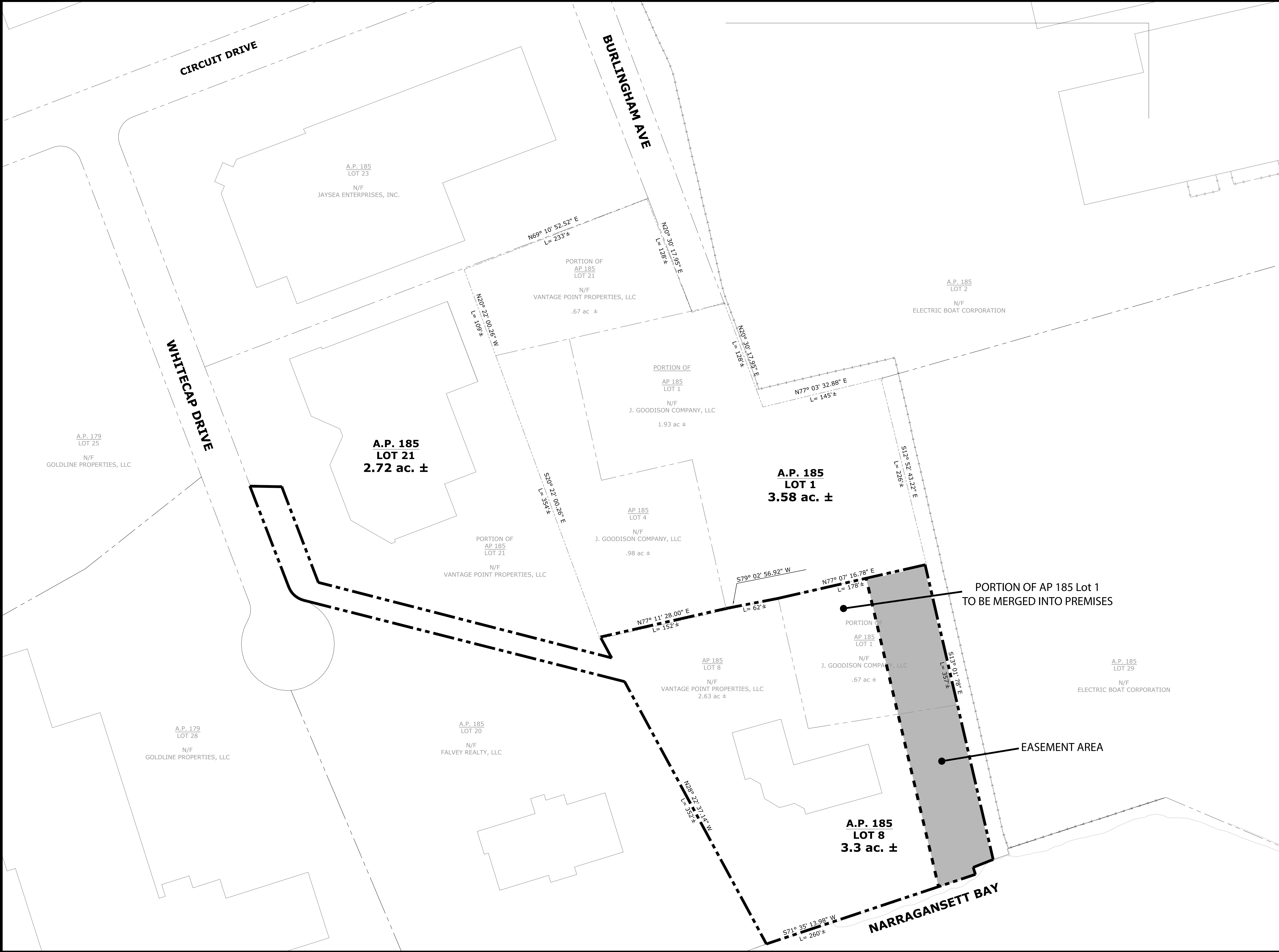
This Plan depicts Lot 8 after the parties complete the intended administrative subdivision.



GRAPHIC SCALE

SCALE: 1"=50'	DRAWN BY: K.L.A.
FILE NAME: AP 185 LOTS 1_ 4_8 SUBDIVISION EXHIBIT.DWG	
DRAWING DATE: SEPTEMBER 1, 2020	
APPROVED:	
<b>CHELSEA SIEFERT</b> QDC DIRECTOR OF PLANNING AND DEVELOPMENT	
DATE:	

# EXHIBIT 'A' PROPERTY & EASEMENT AREA



**EXHIBIT B**

**(Form of Easement Agreement)**

## EASEMENT AGREEMENT

This Easement Agreement (this "Easement Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date") by and between **VANTAGE POINT PROPERTIES, LLC**, a Rhode Island limited liability company, with an address at 50 Whitecap Drive Suite 102 North Kingstown, RI 02852 (hereinafter referred to as "Grantor") and **REVOLUTION WIND, LLC** (f/k/a DWW REV I, LLC), a Delaware limited liability company, with an address at c/o Eversource Energy 247 Station Drive, SE 210 Westwood, Massachusetts 02090 ("Grantee").

### W I T N E S S E T H :

WHEREAS, Grantor is the fee simple owner of certain of certain real property located in North Kingstown, Rhode Island, as more particularly shown on the plan labeled "\_\_\_\_\_", prepared by \_\_\_\_\_ (the "Plan"), which Plan is attached hereto as Exhibit A and incorporated herein by reference (the "Grantor's Property").

WHEREAS, Grantee has as of the date hereof exercised its option to lease certain property currently commonly designated as North Kingstown Rhode Island Tax Assessor's Plat 179, Lots 1 & 30 [REDACTED] (the "Substation Parcel") by executing and delivering to Quonset Development Corporation as landlord, that certain Lease Agreement between Grantee as tenant and Quonset Development Corporation as Landlord (the "Substation Lease").

WHEREAS, Grantee desires to cause certain high-voltage electric transmission cables to be located under a portion of Grantor's Property being designated as "Easement Area" on the Plan (the "Easement Area"), and the parties hereto desire to set forth in this Easement Agreement the respective rights and obligations of the parties pertaining to the location, use, maintenance and repair of said improvements.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

#### SECTION 1. Grant of Easements.

(a) Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement in gross (the "Easement") permitting Grantee, its successors and assigns, and its and their respective agents, employees and contractors, to install, construct, maintain, repair, replace and operate, high-voltage electric transmission cables (collectively, the "Cables") under the Easement Area in the location shown on the Plan for the transmission of electricity from Grantee's offshore wind system (the "Purpose") to Cables situated on land now or formerly of Newton Properties, LLC as shown on the Plan and ultimately to Grantee's Substation Parcel. Grantee shall complete the installation of the Cables and the restoration of the Easement Area as required herein within six (6) months of the Effective Date. Grantee shall at its sole cost and expense install a "riprap" barrier beginning at the easterly property line of the Grantor's Property and continuing westward and ending at approximately the halfway point of Grantor's Property, all subject to Grantee submitting plans therefor to Grantor and Grantor's approval of same not to be unreasonably withheld.

(b) The Easement rights hereby granted include the right to enter the Easement Area to maintain, inspect, use, operate, repair and replace, but do not include any right to relocate or expand any of the Cables without Grantor's (or its successor's or assigns, as the case may be)

prior written consent. The Cables are the sole property of Grantee. Upon the expiration or earlier termination of the Term (as defined herein), Grantee shall not remove the conduits containing the Cables ("Conduits") without the prior written consent of Grantor (which consent may be withheld in Grantor's sole discretion), but may remove the Cables by pulling, without excavation. In the event Grantor does not authorize Grantee to remove the Conduits, Grantee shall deliver to Grantor written notice prior to the expiration or earlier termination of the Term confirming that Grantee has abandoned the Cables and the Conduits, Grantee has no further right or interest in the Cables or the Conduits, and certifying to Grantor that the Cables and Conduits are safe for removal and that Grantee shall reasonably cooperate with Grantor to cause the safe removal of the Cables and Conduits. In the event Grantor authorizes Grantee to remove the Conduits upon the expiration or earlier termination of the Term, Grantee shall remove the Conduits and restore the Easement Area to its condition as of the Effective Date. Grantee hereby agrees that Grantor shall not be liable for injury to Grantee's operations or any loss of income therefrom or for damage to the Cables or other property of Grantee, unless caused by Grantor's negligence or willful misconduct.

(c) Grantee acknowledges and agrees that Grantor currently operates a business park with office tenants on Grantor's Property, including without limitation, a parking lot on the Easement Area. Grantee's use of the Easement Area shall not interfere with Grantor's (or Grantor's tenants and invitees) use and enjoyment of the Grantor's Property.

(d) Grantor hereby reserves, for itself and its successors and assigns, the right to use the Grantor's Property and the Easement Area for all purposes, including without limitation the right to construct buildings and improvements thereon, and to pave, install curbing and plant grass thereon, except that with respect to the Easement Area, Grantor agrees not to construct any new buildings in the Easement Area (provided that Grantor shall be entitled to pave, install curbing and plant grass in the Easement Area).

**SECTION 2. Term.** The term of this Easement shall commence on the Effective Date and expire upon the expiration or earlier termination of the Substation Lease (the "Term").

**SECTION 3. Payments.** In consideration for the grant by Grantor to Grantee of this Easement Agreement, during the Term, Grantee agrees, beginning on the Effective Date and on the first (1<sup>st</sup>) day of each month thereafter (each a "Payment Date") until the expiration of the Term, to pay to Grantor the sum of [REDACTED] (the "Easement Fee", and each payment of the Easement Fee, a "Payment"). Each Payment shall be paid to Grantor at [REDACTED]. The annual Easement Fee shall increase by [REDACTED] on each anniversary of the Effective Date.

Notwithstanding anything contained herein to the contrary, if, for any reason, Grantee fails to make a Payment within ten (10) business days of being notified by Grantor of its failure to make a Payment on a Payment Date, Grantor shall be entitled to terminate this Easement Agreement, and this Easement Agreement shall automatically terminate and be null and void without recourse to the parties hereto, except for those obligations which expressly survive the termination or earlier expiration of this Easement Agreement. On any late payment, interest at the lesser rate of twelve percent (12%) per annum or the then highest rate allowable under law shall be charged on the amount due from the applicable Payment Date and such interest shall be paid in full at the same time as the Payment.

**SECTION 4. Maintenance Obligations.** Grantee shall promptly repair any damage to Grantor's Property caused by any disruption associated with the Cables and restore Grantor's Property to its condition existing immediately prior to such damage. Notwithstanding the foregoing, Grantee shall cause the Cables and the Easement Area to be maintained in a safe

condition such that the same do not create any danger to life or safety. In the event that any of Grantee's subsurface structures in the Easement Area break, sink or cause a depression in the surface of the Easement Area, Grantee shall promptly repair and restore the same. Grantor retains the ability to maintain (including, without limitation, landscaping, repaving, restriping and snow plowing) the Easement Area as Grantor deems necessary for the operation of the Grantor's Property and the buildings on the Grantor's Property. Any work undertaken or performed by Grantee in connection with the installation, repair, maintenance, or replacement of the Cables authorized under this Easement Agreement shall comply with the following:

(a) All costs of design, engineering, construction, installation, repair, removal, upkeep and maintenance thereof, including all surveying expenses and all charges incurred for building permits and other necessary permits, and any attorneys' fees shall be paid solely by Grantee; and

(b) All excavation, earth removal, filling, construction, installation and other work performed pursuant to this Easement Agreement shall be in accordance with applicable laws, ordinances, orders, rules, regulations of all governmental authorities having jurisdiction thereof; and

(c) Grantee acknowledges and agrees that it shall at all times use good faith and diligent efforts to avoid and limit any interference with Grantor and its use of the Grantor's Property, including without limitation, the Grantor's tenants' and invitees' use of the Grantor's Property. In the event Grantee intends to perform maintenance or repairs of the Cables in the Easement Area, then, except in the event of an emergency, (a) Grantee shall provide Grantor with written notice at least ten (10) business days prior to commencing such maintenance or repair and (b) any such maintenance, repairs or replacements shall be subject to Grantor's prior approval of Grantee's plans and specifications and the duration and scheduling of such work. Such work shall also be performed in a first class and workmanlike manner employing new materials, and shall conform to the orders, rules and regulations of private insurance rating bureaus, or anybody hereafter constituted exercising similar functions. General public liability insurance, builder's risk insurance and worker's compensation insurance, for the benefit of Grantor, Grantee, and any mortgagee of Grantor, as their interests may appear, with the coverages approved in advance by Grantor, shall be maintained by Grantee at all times when any such work is in process. Grantee shall promptly pay for all such work, shall discharge any and all liens filed against the Grantor's Property arising out of such work, and upon the request of any mortgagee of Grantor's Property, Grantee shall obtain a surety bond or other security satisfactory to such mortgagee to assure the completion of any such work. Grantee shall procure and pay for all required permits, certificates and licenses in connection with such work. Any contractor or other third party performing work in the Easement Area on Grantee's behalf shall maintain, at all times and prior to entering the Grantor's Property, and shall provide Grantor with written evidence of insurance policies meeting the same requirements as those of Grantee under this Easement Agreement.

**SECTION 5. Covenants Running with the Land.** This Easement Agreement shall be binding upon and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties hereto and shall be covenants running with the land during the Term, enforceable both at law and in equity.

**SECTION 6. Subject to Prior Rights.** All rights and easements granted herein are made subject to and with the benefit of rights, easements and restrictions of record, if any, insofar as now in force and applicable. Grantee has had the opportunity to inspect and test the Easement Area and make its own determination of the suitability of the Easement Area for the installation and maintenance of the Cables and the Conduits. Grantee acknowledges that Grantor is making no representations or warranties, express or implied, with respect to the Easement Area or its suitability for such work.

SECTION 7. Insurance/Indemnification. Grantee hereby agrees to maintain with a responsible company qualified to do business in Rhode Island a policy of public liability insurance insuring against any and all claims for personal injury, death or property damage caused by Grantee (or its contractors, agents, employees or invitees) or occurring in, upon or connected with the Easement Area or which arise in connection with Grantee's exercise of its rights and obligations stated herein. Within thirty (30) days of the written demand of Grantor, Grantee shall provide Grantor with a certificate or certificates evidencing such insurance. Grantee shall hold harmless, defend (with counsel chosen by Grantor) and indemnify Grantor from and against any and all loss, liability, claims, fines, penalties, orders of any federal, state or local authorities, damages, costs and expenses (including reasonable attorneys' fees) sustained by Grantor and/or the State of Rhode Island arising out of the use of the Easement Area by Grantee, its successors and assigns and its agents or representatives, contractors or invitees and/or by the failure of Grantee to fully perform its obligations hereunder. This indemnification shall not apply to the extent such loss, damage, liability or expense is caused directly by the gross negligent or intentional acts of Grantor. The terms of this Section 7 shall survive the expiration or earlier termination of this Easement Agreement.

SECTION 8. Compliance with Laws. Grantee shall promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, city and town governments and all other governmental authorities affecting the Grantor's Property, the Easement Area or the Grantee's use thereof.

SECTION 9. Remedies and Enforcement. (a) In the event of a breach by the Grantee of any of the terms, covenants, restrictions or conditions hereof, Grantor and its successors and assigns shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach from the Grantee. The losing party or parties, as determined by the court, hearing officer, other tribunal, or arbiter utilized for this purpose, shall pay the reasonable attorneys' fees, legal costs and expenses of the prevailing party or parties.

(b) In addition to all other remedies available at law or in equity, upon the failure of the Grantee to cure a breach of this Agreement within thirty (30) days following written notice thereof by Grantor, Grantor shall have the right to perform such obligations contained in this Agreement on behalf of Grantee (excluding maintaining, repairing or replacing any Cables) and be reimbursed by Grantee upon demand for the reasonable costs thereof together with interest at the Prime Rate charged from time to time by Bank of America, N.A. (its successors or assigns) as published in the Wall Street Journal plus three percent (3%) per annum (not to exceed the maximum rate of interest allowed by law).

(c) The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

SECTION 10. Prohibition Against Mechanic's or Other Liens. Grantee shall not permit the filing of any encumbrances or liens against Grantor's Property. If, because of any act or omission of Grantee, any mechanic's or other lien, charge or order for the payment of money is filed against the Grantor and the Grantor's Property, Grantee will cause the same to be discharged of record within twenty (20) days after receipt of written notice from Grantor of the filing thereof. Grantee will promptly notify the Grantor of any such lien, charge or order of which it may have knowledge.



SECTION 11. Estoppel Certificate. Each party agrees, within ten (10) days after written request by the other, to execute, acknowledge, and deliver to and in favor of any present or proposed lender, mortgagee, ground lessor, purchaser, tenant, or the like of all or any portion of the other party's lot, an estoppel certificate, in for reasonably satisfactory to such lender, mortgagee, ground lessor, purchaser, tenant, or the like, stating (i) whether this agreement is in full force and effect, (ii) whether this agreement has been modified or amended and, if so, identifying any such modification or amendment, and (iii) whether the party giving such certificate knows of any default (or event which with the passage of time or giving of notice or both would constitute a default) on the part of the other party or has any outstanding claim against the other party arising under this agreement and, if so, specifying the nature of such default and claim.

SECTION 12. Liability of Grantor. The Grantee will look only to the Grantor's interest in the Grantor's Property (or to the proceeds thereof) for the satisfaction of the Grantee's remedies for the collection of any judgment (or other judicial process) requiring the payment of money by the Grantor in the event of any default by the Grantor or under this Easement Agreement. No other property or other assets of the Grantor shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Grantee's remedies under or with respect to this Easement Agreement, the relationship of the Grantor and the Grantee hereunder or the Grantee's use and occupancy of the Easement Agreement.

SECTION 13. No Assignment. Grantee shall not assign this Easement to any person or entity (except for an entity controlling, controlled by, controlling, or under common control with, Grantee, or an entity into or with which Grantee is merged) and any attempted assignment shall render this Grantee null and void.

SECTION 14. Excess Soil. (a) It is the intention of the parties hereto that Grantee shall relocate and deposit any excess soil that is displaced by the installation of the Cables and the Conduits for the entire route of the project, from the landfall to the substation, on an area of the Grantor's Property designated by Grantor. The excess soil shall be utilized as fill material for a parking lot to be constructed on the Property. At Grantee's cost, Grantee shall prepare a Soil Management Plan (the "SMP") for review and approval by Rhode Island Department of Environmental Management ("RIDEM") that is reasonably satisfactory to Grantor and consistent with the Environmental Land Use Restriction ("ELUR") on the Grantor's Property.

(b) For the preparation of the SMP, Grantee may make the following investigations and studies with respect to the Easement Area: (a) survey; (b) structural soil borings but only within the limits of the proposed trench situated within the Easement Area (both as to width and depth); and (c) placement of groundwater monitoring wells. The locations of the structural soil borings and groundwater monitoring wells shall be approved by the parties hereto in advance of installation and investigation. No laboratory analysis of the site soils shall be conducted unless required by RIDEM in writing as either a substantive comment on the review of the SMP or as a condition of the approval of the SMP, with documentation and notice to Grantor.

(c) If during the installation of the Cables and Conduits, soil is encountered that appears to be inconsistent with the RIDEM approved SMP and Grantee wishes to dispose of the material at an off-site facility (not on the Grantor's Property as aforesaid) at its cost, Grantee may perform environmental testing to characterize the soil to meet standards for waste manifesting and disposal. No invasive tests may be performed except as expressly set forth above. Prior to such time as any Grantee's representatives enter the Grantor's Property, Grantee shall (a) obtain

policies of general liability insurance which insure Grantee and Grantor with liability insurance limits of not less than \$2,000,000 combined single limit for personal injury and property damage, and name Grantor as an additional insured, and (b) provide Grantor with certificates of insurance evidencing that Grantee has obtained the aforementioned policies of insurance.

(d) In conducting any inspections, investigations, or tests in the Easement Area permitted under subsection 14(c) hereof, Grantee and its agents and representatives shall: (i) comply with all applicable laws; (ii) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Grantor's Property; and (iii) not permit any liens to attach to the Grantor's Property by reason of the exercise of its rights hereunder. Grantee shall bear the cost of all such inspections or tests. Grantee shall promptly return the Grantor's Property to substantially the condition existing prior to any tests and inspections performed by Grantee or Grantee's representatives. Grantee shall, and shall cause its agents and independent contractors to treat as confidential and not disclose to any person or entity, including Grantor and any governmental agency, the results of any investigations performed by or on behalf of Grantee, except if required by applicable law. Grantee shall indemnify and hold harmless Grantor and its respective directors, officers, employees, agents, successors and assigns from and against any and all damages, mechanics' liens, liabilities, losses, demands, actions, causes of action, claims, costs and expenses (including reasonable attorneys' fees, including the cost of appeals) arising from or related to Grantee's or its employees, agents, representatives, or contractors entry onto the Grantor's Property, and any inspections or other matters performed by Grantee with respect to the Grantor's Property, except those arising from the discovery of pre-existing conditions (unless such pre-existing conditions are exacerbated by the activities of Grantee) or damages caused by the gross negligence or intentional acts of Grantor or its employees, agents, representatives or contractors. Grantor shall indemnify and hold harmless Grantee and its respective directors, officers, employees, agents successors and assigns from and against any and all actual (but not consequential) damages, mechanics' liens, liabilities, losses, demands, actions, causes of action, claims, costs and expenses (including reasonable attorneys' fees, including the cost of appeals) arising from or related to Grantor's gross negligence or intentional acts. The provisions of this Paragraph 15(d) shall survive the termination or expiration of this Easement Agreement.

SECTION 15. Miscellaneous. This Easement Agreement and the obligations of the parties hereto shall be governed, construed and enforced in accordance with the laws of the State of Rhode Island without reference to its conflict of laws provisions. Each party to this Agreement, by its execution hereof, hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts of the State of Rhode Island for the purpose of any proceeding between the parties arising in whole or in part under or in connection with this Agreement. The waiver or failure to enforce any provision of this Easement Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed, by registered or certified mail, return receipt requested, or, if by other means, when received by the other party, at the address first set forth herein, such other address as may hereafter be furnished to the other party by like notice, or at the addresses of the respective successors and assigns of the parties hereto as they may appear in the land evidence records of the Town of North Kingstown (the "Records"). This Easement Agreement constitutes the entire agreement and understanding of Grantor and Grantee relating to the subject matter hereof. No change, alteration, amendment, modification, revision to, or waiver of, any of the terms and conditions of this Easement Agreement shall be effective unless in writing and signed by Grantor and Grantee. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed under seal, acknowledged and delivered by their duly authorized officers as of the Effective Date.

**Vantage Point Properties, LLC**

By: \_\_\_\_\_

Print Name: Douglas B. Riggs

Title: Managing Member

STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, in said County, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared the within-named Douglas B. Riggs, Managing Member of Vantage Point Properties, LLC, to me known and known by me to be the party executing the foregoing instrument on behalf of said Vantage Point Properties, LLC, and he/she acknowledged said instrument and the execution thereof, to be his/her free act and deed in such capacity and the free act and deed of Vantage Point Properties, LLC.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**[Signatures continue on the following page.]**

**Revolution Wind, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF RHODE ISLAND

COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, in said County, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared the within-named \_\_\_\_\_, \_\_\_\_\_ of Revolution Wind, LLC, to me known and known by me to be the party executing the foregoing instrument on behalf of said Revolution Wind, LLC, and he/she acknowledged said instrument and the execution thereof, to be his/her free act and deed in such capacity and the free act and deed of Revolution Wind, LLC.

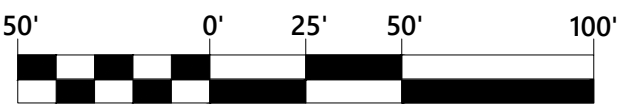
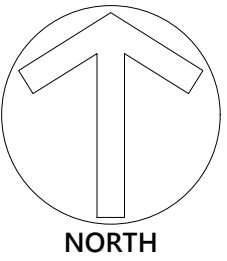
\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Exhibit A**

**Plan showing the Grantor's Property**



GRAPHIC SCALE

SCALE: 1"=50'      DRAWN BY: K.L.A.

FILE NAME: AP 185 LOTS 1\_ 4\_8 SUBDIVISION EXHIBIT.DWG

DRAWING DATE: SEPTEMBER 1, 2020

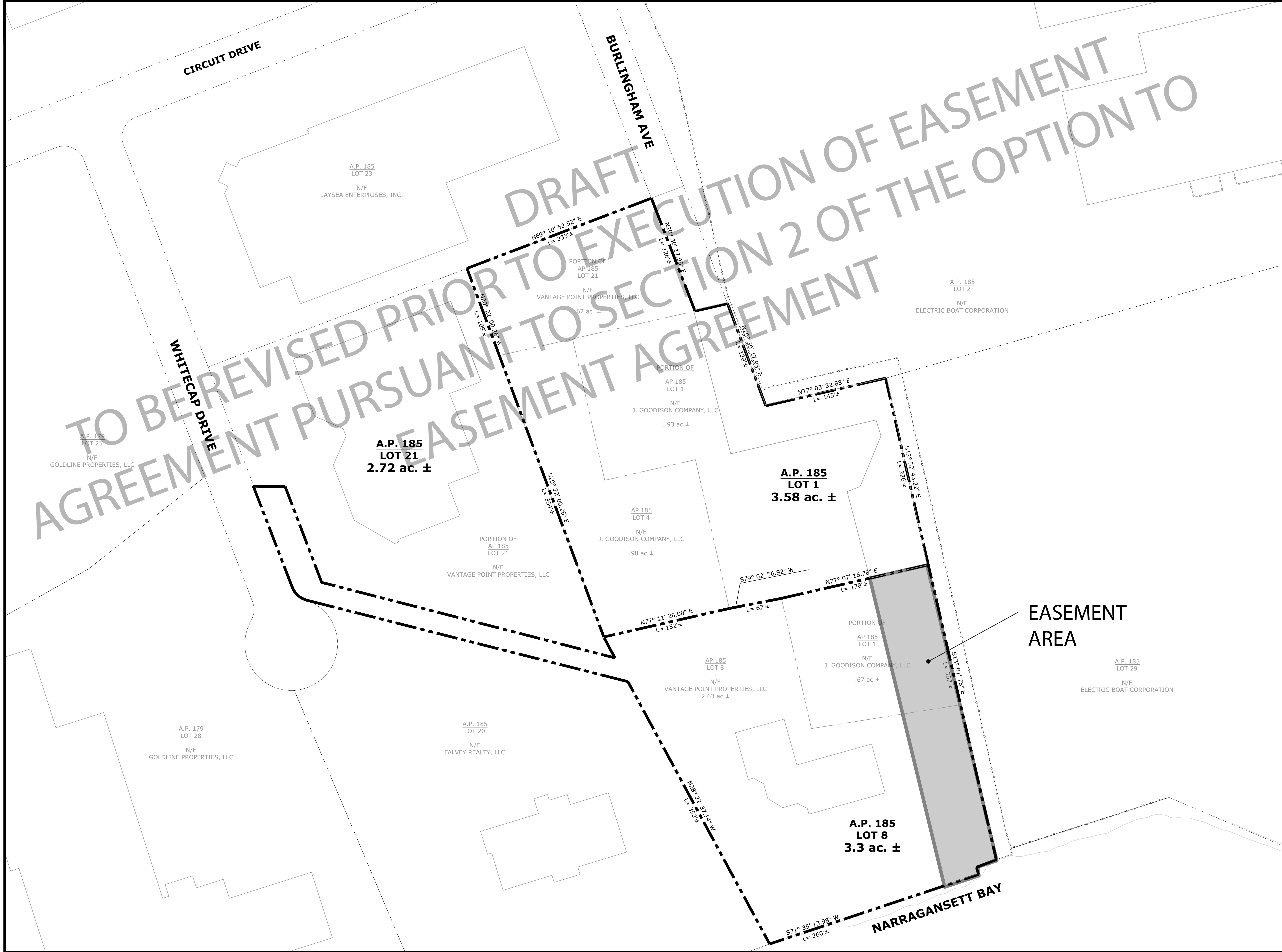
APPROVED:

**CHELSEA SIEFERT**  
QDC DIRECTOR OF PLANNING AND DEVELOPMENT  
DATE: \_\_\_\_\_

# EXHIBIT 'A'

SHEET NO.  
**1** OF 1

DRAWING NO.

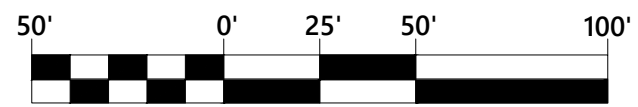
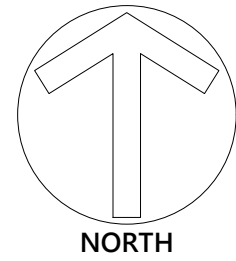


AP 185 Lots 1\_ 4\_8 Subdivision Exhibit.dwg

**EXHIBIT C**

**(Plan Showing Parking Lot Improvements)**





GRAPHIC SCALE

SCALE: 1"=50' DRAWN BY: K.L.A.

FILE NAME: AP 185 LOTS 1\_ 4\_8 SUBDIVISION EXHIBIT.DWG

DRAWING DATE: SEPTEMBER 1, 2020

APPROVED:

**CHELSEA SIEFERT**  
QDC DIRECTOR OF PLANNING AND DEVELOPMENT  
DATE:

# EXHIBIT 'C'

## PROPOSED PARKING LOT IMPROVEMENTS

SHEET NO.  
**1** OF 1

DRAWING NO.

AP 185 Lots 1\_ 4\_8 Subdivision Exhibit.dwg

CIRCUIT DRIVE

BURLINGHAM AVE

WHITECAP DRIVE

A.P. 185  
LOT 23  
N/F  
JAYSEA ENTERPRISES, INC.

N69° 10' 52.52" E  
L= 233'±

PORTION OF  
AP 185  
LOT 21  
N/F  
VANTAGE POINT PROPERTIES, LLC  
.67 ac ±

N20° 22' 00.25" W  
L= 169'±

PORTION OF  
AP 185  
LOT 1  
N/F  
J. GOODISON COMPANY, LLC  
1.93 ac ±

A.P. 185  
LOT 2  
N/F  
ELECTRIC BOAT CORPORATION

N20° 30' 11.95" E  
L= 128'±

N77° 03' 32.88" E  
L= 145'±

**A.P. 185  
LOT 21  
2.72 ac. ±**

**A.P. 185  
LOT 1  
3.58 ac. ±**

S70° 22' 00.25" E  
L= 354'±

AP 185  
LOT 4  
N/F  
J. GOODISON COMPANY, LLC  
.98 ac ±

S12° 52' 43.22" E  
L= 226'±

PORTION OF  
AP 185  
LOT 21  
N/F  
VANTAGE POINT PROPERTIES, LLC

S79° 02' 56.92" W

N77° 07' 16.78" E

NEW PARKING AREA

N77° 11' 28.00" E

A.P. 185  
LOT 29  
N/F  
ELECTRIC BOAT CORPORATION

A.P. 179  
LOT 28  
N/F  
GOLDLINE PROPERTIES, LLC

A.P. 185  
LOT 20  
N/F  
FALVEY REALTY, LLC

NARRAGANSETT BAY