

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "Agreement"), is entered into on and as of the [30] day of November, 2016 (the "Effective Date"), by and between the Town of Dover, Massachusetts, a municipal corporation duly established by law with an address of 5 Springdale Avenue, Dover, MA 02030 ("Grantor") and BWC Buckmaster Pond, LLC, a Delaware limited liability company, with an address of c/o BlueWave Capital, LLC, 137 Newbury Street, 4<sup>th</sup> Floor, Boston, MA 02116 ("Grantee").

Recitals

A. Grantor is the owner in fee of certain real property located in the Town of Dover, Norfolk County, Massachusetts, more particularly described at Book Number 7358, Page Number 59 in the Norfolk Registry of Deeds ("Grantor's Property").

B. Grantee has leased certain real property located adjacent to Grantor's Property, more particularly described as portions of Dover Assessors Map #19, Parcels 002 and 004, under the terms of a lease, dated November \_\_, 2016 from Hale Reservation, Inc., as landlord, to Grantee, as tenant (the "Leased Property").

C. Grantee plans to construct, own and operate a solar facility on the Leased Property and wishes to obtain a license from Grantor to access and use a portion of Grantor's Property for the storage of equipment and materials during the construction of the Solar Facility and Grantor is willing to grant such license to Grantee, on and subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the parties agree as follows:

1. Grant of License. Grantor hereby grants to Grantee, exercisable by Grantee, its employees, agents, contractors and subcontractors (each, a "Grantee Party"), an irrevocable license (the "License") for a period of ninety (90) days, subject to an additional sixty (60) day extension, if agreed to by the Parties, from the date of Construction Commencement, defined below (the "License Term") to:

- (a) Use that portion of Grantor's Property shown as "Proposed Staging Area" (the "License Area") on the plan attached hereto as Exhibit A (the "Plan") for the purpose of storing materials and equipment and for other staging activities in connection with construction of the Solar Facility; and
- (b) Travel to and from the License Area by foot or vehicle over and across the entrances and paved areas of Grantor's Property from the public road in the Town of Dover, Massachusetts, known as Powissett Street.

- (c) Grantee shall keep the License Area free from trash, debris, and packaging materials on a daily basis, and maintain the Licensed Area in an orderly and clean condition.
- (d) Neither the License Area nor the Grantor's Property shall be accessed for either loading or unloading of materials during Wednesdays (or any other time) when the Transfer Station is open.
- (e) The License Area shall be completely enclosed with a temporary security chain-link fence during times when the Transfer Station is open.
- (f) Prior to termination of the License Term, Grantee shall remove from the License Area all of its equipment, tools and materials and restore the License Area to its original condition.
- (g) The Grantee shall construct a gate, as directed and specified by the Grantor, in the southern perimeter fence of the Grantor's Property, for use by both Grantor and Grantee to access the adjacent Hale Reservation property.
- (h) Grantee agrees to remove all equipment from the "Unpaved Area" marked on the Plan after a major snow storm event if requested by Grantor; Grantor agrees that such request shall be provided to Grantee in writing with at least forty-eight (48) hours' advance notice.
- (i) Grantee agrees that should equipment need to be temporarily removed from the "Unpaved Area" in the event of a major snow storm at Grantor's request, such removal shall provide a minimum of twenty-four feet (24') clearance in any temporary fence situated in the "Unpaved Area" for snow plows and related equipment as requested by Grantor.

The term "Construction Commencement" as used herein shall mean the date on which Grantee commences construction of the Solar Facility on the Leased Premises, as reflected in a notice to be sent by Grantee to Grantor notifying Grantor that such construction has commenced. Grantee may assign this Agreement and the License granted hereunder, with notice to Grantor, to any party acquiring the Solar Facility or, prior to its construction, the development rights thereto, or as collateral security in connection with any financing of the Solar Facility.

2. Representations and Warranties. Grantee represents and warrants to Grantor that Grantee has full power and authority to execute and deliver this Agreement. Grantor represents and warrants to Grantee that Grantor has full power and authority to execute and deliver this Agreement and to grant the License granted hereunder, that the execution and delivery of this Agreement by Grantor and the exercise by Grantee of its License rights hereunder are permitted under and will not violate applicable law, and that Grantor has good and indefeasible fee simple title to Grantor's Property.

3. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor from and against any and all claims, damages, expenses, liabilities, and losses arising from or out of claims by third parties for injuries to any person or damage to or theft or misappropriation or loss of property occurring in or about the License Area (collectively, "Losses") arising from any omission, fault, negligence or other misconduct of Grantee in exercising its License rights granted hereunder, except to the extent caused by Grantor or Grantor's employees, agents, contractors, or invitees. Nothing herein shall be construed to impose on either party any liability for punitive or other special damages and the parties acknowledge and agree that notwithstanding any provision herein, Grantee shall have no liability for any environmental condition or hazardous substances related to or present on the Grantor's Property unless and to the extent caused by Grantee following the Effective Date.

4. Notices. All notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company, or personal delivery to the addresses of the parties set forth above, or to such other address for either party as may be specified by such party to the other in accordance with this notice section. Notices shall be deemed given upon delivery or refusal to accept delivery.

5. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to choice of law provisions. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous communications between the parties concerning the the use of the Proposed Staging Area, whether written or oral.

*[Signature Page to Follow]*

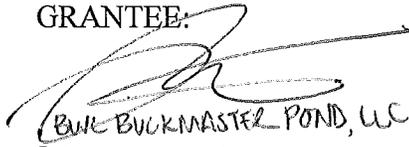
EXECUTED as a sealed instrument on and as of the Effective Date set forth above.

GRANTOR:

TOWN OF DOVER

By its Board of Selectmen:

GRANTEE:



BUR BUCKMASTER POND, LLC

TREVOR HARDY, AUTHORIZED SIGNATORY

By:



Name:

Title:

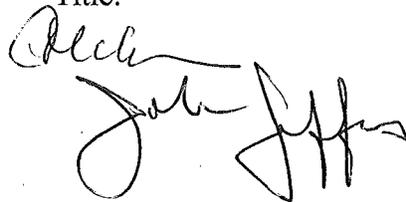
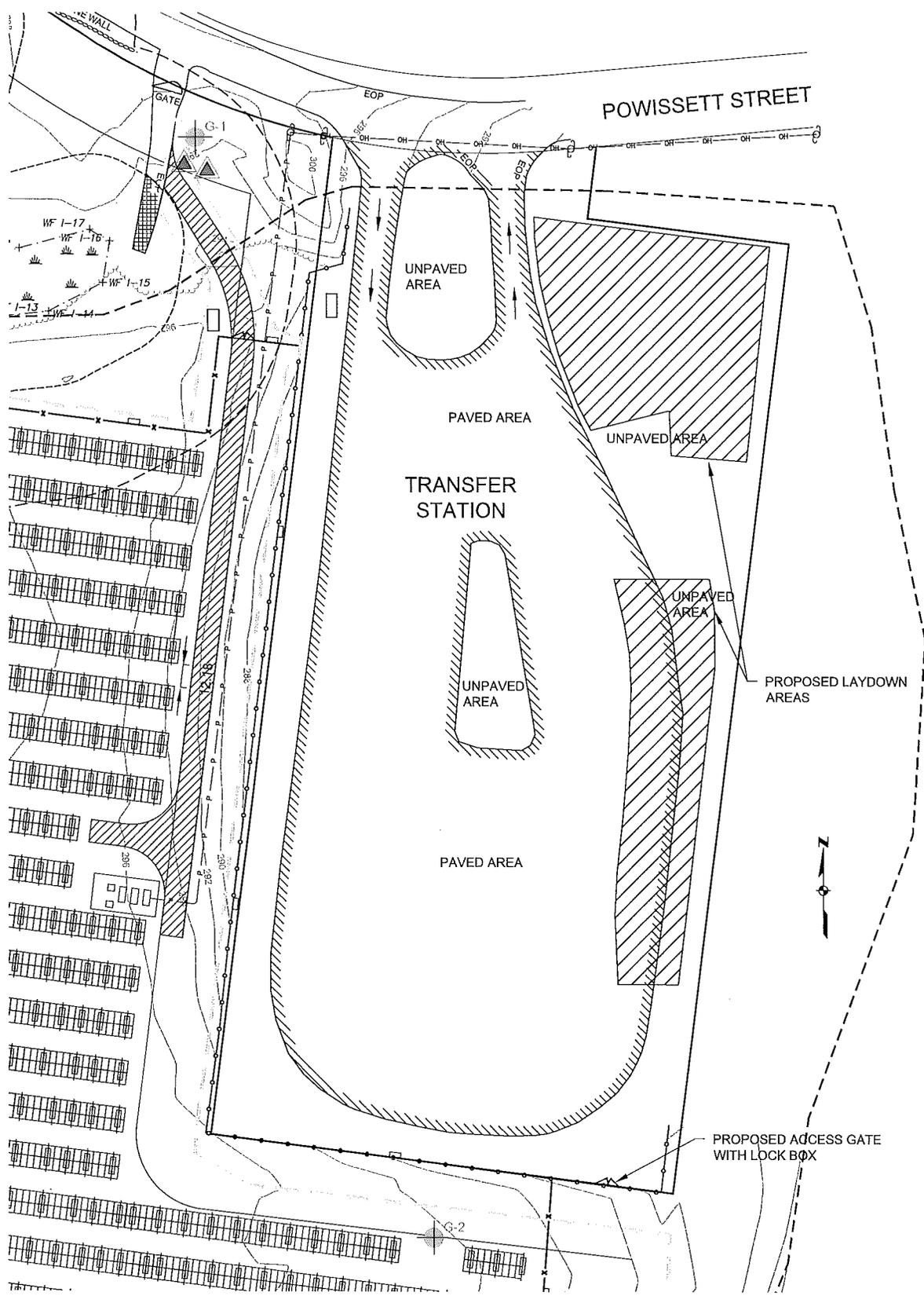


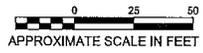
Exhibit A

(Plan)

\\BOS\Projects\2016\1642009.00 - BWC Buckmaster Pond, LLC Dover Landfill\CAD\Construction Laydown Figure\1642009\_CIVIL\_CONST LAYDOWN Figures.dwg 11/4/2016 11:03 AM BRYAN WENTWORTH



ALL LOCATIONS ARE APPROXIMATE



Kennedy/Jenks Consultants  
BWC Buckmaster Pond, LLC  
Boston, Massachusetts  
Dover Landfill Solar Development Project  
Construction Laydown Area Sketch