

CUTLASS SOLAR II LLC
155 FEDERAL STREET, 17TH FLOOR
BOSTON, MA 02110

October 7, 2021

Fort Bend County Drainage District
1124 Blume Road
Rosenberg, Texas 77471

Subject: Cutlass Solar II Project – Fort Bend County, Texas;
Access Agreement

Ladies and Gentlemen,

The purpose of this letter is to follow up on various communications between Tommy Browder with Cutlass Solar II LLC and Brian Fambrough with Fort Bend County Drainage District (“*FBCDD*”) with respect to the proposed crossings of FBCDD easements with certain fencing as well as underground and overhead electrical facilities (“the “*Facilities*”) to be installed and operated by Cutlass Solar II LLC (“*Cutlass Solar II*”) as part of the Cutlass Solar II Project in Fort Bend County, Texas (the “*Project*”).

It is my understanding that FBCDD is the current owner and holder of one or more drainage easements and rights-of-way upon and across certain tracts of land in Fort Bend County, Texas that are within the leasehold property of the Project (the “*Project Site*”), including, without limitation, (i) a Right of Way Easement recorded on January 23, 1958 in Volume 373, Page 434 of the Official Public Records of Fort Bend County, Texas (the “*Drainage Easement*”).

Further, it is my understanding that FBCDD has no objection to the proposed crossings of the Facilities across the Drainage Easements or Cutlass Solar’s right to install, maintain, repair or replace any of the Facilities across, under or through the areas of the Drainage Easements, subject to Cutlass Solar II’s adherence to the following terms and conditions:

1. The Facilities shall be installed in substantially the locations and in accordance with the specifications described on the site plan attached hereto as Exhibit 1 (the “*Site Plan*”), and Cutlass Solar II shall obtain a permit from the Fort Bend County Engineering Department, 281-633-7500, prior to any work within the Fort Bend County Drainage District right-of-way area of the Drainage Easements. Contractor must submit an original bond or cashier’s check to the Fort Bend County Engineering Department in the amount of \$5000 minimum or 25% of Cutlass Solar II’s cost of work within the right of way area of the Drainage Easements, whichever is higher. At the conclusion of any such activities, Cutlass Solar II shall remove all debris and other materials at or near the crossing locations and restore such areas to existing conditions or better and shall seed all disturbed areas.

2. Prior to entry upon the Drainage Easements, Cutlass Solar II or its contractor(s) (as applicable) shall maintain commercial general liability insurance with limits of liability not less than \$1,000,000.00 (or such greater amount as Cutlass Solar II or its contractor(s) may otherwise ordinarily carry) from and against all liabilities, damages, losses, claims and actions on, about or arising out of the use of the Project Site by Cutlass Solar II and/or its contractor(s) and their respective subcontractors and invitees. Certificates of insurance shall be furnished upon reasonable written request. Cutlass Solar II shall at all times comply with all applicable laws, rules, regulations and industry standards.

Last, it is my understanding that FBCDD may need access across certain portions of the Project Site that are outside of the Drainage Easements for the limited purposes of performing erosion control, debris removal, inspections and/or other reasonable maintenance, repair, or replacement of improvements located on the segments of the Drainage Easements. Cutlass Solar II has no objection to FBCDD's access across such portions of the Project Site that are outside of the Drainage Easements to perform such activities, subject to FBCDD's adherence to the following terms and conditions:


1. FBCDD's access rights shall be strictly limited to the gates and routes labeled and depicted on Exhibit 1 attached hereto and in accordance with the Notes included therein. Nothing herein shall be construed to limit FBCDD's rights as provided in the Drainage Easements. Notwithstanding the foregoing, FBCDD shall use reasonable efforts to minimize any interference with Cutlass Solar II's activities within the Project Site and with all construction, maintenance and operation of the Project.
2. Prior to entry upon any portion of the Project Site that is outside of the Drainage Easements, FBCDD or its contractor(s) (as applicable) shall furnish to Cutlass Solar II a certificate of insurance evidencing that that FBCDD has in place commercial general liability insurance with limits of liability not less than \$1,000,000.00 (or such greater amount as FBCDD or its contractor(s) may otherwise ordinarily carry) from and against all liabilities, damages, losses, claims and actions on, about or arising out of the use of the Project Site by FBCDD and/or its contractor(s) and their respective subcontractors and invitees. FBCDD shall at all times comply with all applicable laws, rules, regulations and industry standards.

Please confirm our understanding regarding the matters set forth herein by signing a counterpart of this letter in the space provided below and mailing it back to my attention at the address shown above. Please also email a signed copy to: tbrowder@advancedpowerna.com. If you have any questions regarding this letter, you can also reach Mr. Browder at (713) 417-5140.

[signatures on following page]

Sincerely,

Cutlass Solar II LLC,
a Delaware limited liability company

By: 
Name: Andrew Dejan
Title: Vice President

Accepted and Agreed to this 26 day of October, 2021.

Fort Bend County Drainage District


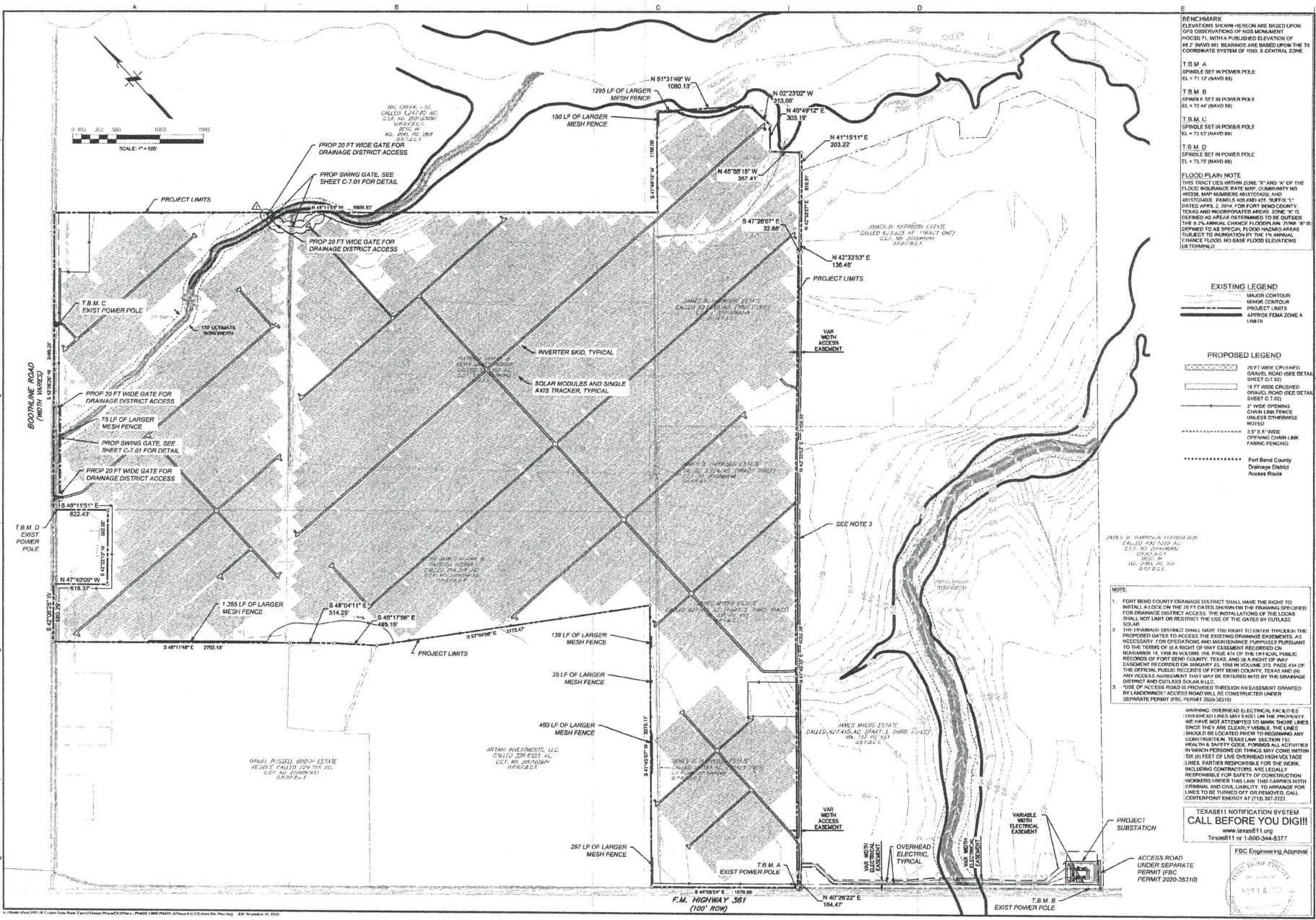

By: County Judge KP George
Name: KP George
Title: County Judge

EXHIBIT 1

SITE PLAN

[Attached]



BENCHMARK
ELEVATIONS SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS OF MGS MONUMENT POINTS WITH A PUBLISHED ELEVATION OF 482.7 (NAVD 83). BEARINGS ARE BASED UPON THE TX COORDINATE SYSTEM OF 1983, 8 CENTRAL ZONE.

T.B.M. A
SPRINKLE SET IN POWER POLE
E.L. = 71.12 (NAVD 83)

T.B.M. B
SPRINKLE SET IN POWER POLE
E.L. = 72.44 (NAVD 83)

T.B.M. C
SPRINKLE SET IN POWER POLE
E.L. = 73.57 (NAVD 83)

T.B.M. D
SPRINKLE SET IN POWER POLE
E.L. = 73.72 (NAVD 83)

FLOOD PLAIN NOTE
THIS TRACT LIES WITHIN ZONE "X" AND "A" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 400226, MAP NUMBERS AB1703041 AND AB1703042, PARCELS 400 AND 414. PER TEXAS LAWS DATED APRIL 2, 2014, FOR FORT BEND COUNTY, TEXAS AND INCORPORATED AREAS, ZONE "X" IS DESIGNATED AS AN AREA DETERMINED TO BE OUTSIDE THE 5% ANNUAL CHANCE FLOODPLAIN. ZONE "A" IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA SUBJECT TO FLOODATION BY THE TX ANNUAL CHANCE FLOOD. NO BASE FLOOD ELEVATIONS (DETERMINED).

EXISTING LEGEND

- MAJOR CONTOUR
- MINOR CONTOUR
- PROJECT LIMITS
- APPROXIMATE ZONE A LIMITS

PROPOSED LEGEND

- 20 FT WIDE CHAIN LINK FENCING (SEE DETAIL SHEET C-2)
- 20 FT WIDE CHAIN LINK FENCING (SEE DETAIL SHEET C-2)
- 2" WIDE OPENING CHAIN LINK FENCING (UNLESS OTHERWISE NOTED)
- 3.5" X 4" WIDE OPENING CHAIN LINK FENCING
- Fort Bend County Drainage District Access Route



JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
2322 W Grand Parkway North, Suite 150, Katy, TX 77449-1821
SCALE: 1" = 500'
DATE: JANUARY 2023
JOB NO: 192445001.00

DESIGNED BY: JONES CARTER
CHECKED BY: JONES CARTER
DRAWN BY: JONES CARTER

OVERALL SITE PLAN

CUTLASS SOLAR I LLC

TEXAS 811 NOTIFICATION SYSTEM CALL BEFORE YOU DIG!!!
www.texas811.org
Texas811 or 1-800-344-8377

FBC Engineering Approval

SHEET NO: **C-3.00** 5/44

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2021-805878

Date Filed:
 09/24/2021

Date Acknowledged:
 10/28/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Cutlass Solar II LLC
 Boston, MA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County Drainage District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Apr Dist Trac R228995
 Access Agreement

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---------------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Cutlass Solar II LLC | Boston, MA United States | X | |
| | Cutlass Solar Holdings II LLC | Boston, MA United States | X | |
| | Advanced Power Services NA Inc. | Boston, MA United States | | X |
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| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)