

**SOLAR ENERGY FACILITY SITE LEASE  
AGREEMENT**

(Frances Anderson Center Project)

This **SOLAR ENERGY FACILITY SITE LEASE AGREEMENT** (this "**Agreement**") is made as of April 12, 2011 (the "**Effective Date**") by and between the **CITY OF EDMONDS, WASHINGTON**, an optional code City, organized under and by virtue of the laws of the State of Washington, whose address is 121 - 5th Avenue North, Edmonds, Washington 98020 ("**Lessor**"), and **EDMONDS COMMUNITY SOLAR COOPERATIVE**, a Washington Cooperative Association, located at 999 Northlake Way #301, Seattle, WA 98103 ("**Lessee**"). Each of Lessee and Lessor are sometimes individually referred to as "Party" and collectively as the "Parties."

**RECITALS**

A. Lessor is the owner of certain real property located in Snohomish County, Washington, together with certain improvements, buildings, and other structures, commonly known as "Anderson Center," as more particularly described and depicted on the attached Exhibit A and incorporated herein by this reference (the "Premises").

B. Lessee is the developer, owner, and operator of photovoltaic solar energy generation equipment and facilities suitable for delivery of electrical energy to be used on the Premises.

C. Lessor and Lessee are parties to that certain Solar Power Energy Services Agreement dated of even date herewith (the "**Solar Services Agreement**"), pursuant to which Lessee (as Seller) has agreed to sell to Lessor, and Lessor (as Customer) has agreed to purchase from Lessee, all of the electrical energy produced by a Solar Energy Facility (or "**SEF**," as defined in the Solar Services Agreement) to be installed and operated on the Premises by Lessee.

D. In furtherance of the Solar Services Agreement, Lessee desires to obtain from Lessor, and Lessor desires to grant to Lessee, a lease of the rooftop of the Anderson Center (the "**Premises**") and related access and use rights on, over, and across the Property for purposes of (i) constructing, installing, owning, and operating the SEF on the Premises, (ii) transmitting electrical energy to, on, over, and across the Anderson Center, and (iii) access to and egress from the Premises for the installation, operation, maintenance, and removal of the SEF.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessor and Lessee hereby agree as follows:

# 05614  
CON-2-1-3  
4.8.11 - 7.1.20  
See also 05615

## AGREEMENT

1. Definitions and Interpretations. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Solar Services Agreement or in this Section 1. Titles and headings are included in this Agreement for convenience only, and shall not be used for the purpose of construing and interpreting this Agreement. Words in the singular also include the plural and vice versa where the context requires.

“**Business Day**” means any day that is not a Saturday, Sunday, or holiday recognized by Lessor by ordinance.

“**Hazardous Material**” means any substance, material, or waste that is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, State, or local laws or regulations.

“**Payment Schedule**” means that schedule attached to this Agreement and incorporated herein by this reference setting forth the consideration to be paid by Lessee to Lessor for the rights and easements set forth in this Agreement.

“**State**” means the State of Washington.

### 2. Grant of Lease; Purpose of Lease; Permitted Uses.

2.1 Lease and Confirmation. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessor, Lessor hereby leases the Premises to Lessee.

2.2 Purpose of Lease. The lease created by this Agreement is solely and exclusively for solar energy-generation purposes, and throughout the Term (as defined in Section 3), Lessee shall have the exclusive right to use the Premises for solar energy generation purposes

2.3 Permitted Uses and Activities. The rights granted to Lessee in this Agreement permit Lessee to do the following:

2.3.1 Use the Premises and such other areas in and around the Premises as identified and depicted on the attached Exhibit A-2, incorporated herein by this reference (collectively, the “**Project Area**”) for solar energy conversion, the collection and transmission of electrical energy to and from the SEF, and for related and incidental purposes and activities, including but not limited to locating, installing, operating, maintaining, improving, repairing, relocating, and removing the SEF on and from the Premises and to make such limited penetrations in the roof and roof structure (excluding any penetrations that would compromise the structural integrity or watertight character of the Premises) as needed to run wires and conduit from the SEF to the electrical panel and other areas on and within the Premises, in accordance with Lessee’s plans and design pre-approved by Lessor in accordance with the Solar Services Agreement (collectively, “**Operations**”).

2.3.2 Park in designated areas on the Property;

2.3.3 Access the Project Area (including but not limited to access for lifting, rigging, and material-handling equipment), and access the SEF on, over, and across the Project Area; and

2.3.4 Construct, install, maintain, repair, and remove the SEF on the Premises in the manner specifically set forth in the Solar Services Agreement; *provided, however*, that Lessee will not unreasonably interfere with Lessor's use, operation, or maintenance of the Property, the Premises, or any portion thereof.

2.4 Solar Covenant. Lessor hereby covenants to provide for the free passage of solar radiation to the SEF. Any obstruction to the passage of direct solar radiation across the Premises to the SEF by Lessor or a tenant or assignee of Lessor is prohibited. Except as specified on Attached Exhibit A, trees, structures, and improvements located on the Property as of the Effective Date shall be allowed to remain, and Lessee may not require their removal. Trees shown on Exhibit A shall be maintained at and trimmed to the height shown on said Exhibit. Lessor shall not place or plant any trees, structures, or improvements on the Property after the Effective Date that may, in Lessee's sole judgment, impede or interfere with the passage of direct solar radiation to the SEF, unless Lessor has received prior written approval from Lessee for any such trees, structures, or improvements. Lessee and Lessor further agree to execute and record such instruments or addenda to this Agreement as may be required under applicable State or local law to evidence the solar covenant made in this Section 2.4.

3. Term; Termination. The term of this Agreement shall commence on the Effective Date and shall expire on July 1, 2020 (the "**Term**"); provided however, unless Lessor has exercised its Buyout Option under Section 7.6 of the Solar Services Agreement, Lessee's right to access the Premises shall survive for a period of sixty (60) days following the expiration or earlier termination of this Agreement for the sole purpose of removing the SEF from the Premises. Without limiting the generality of the foregoing, if construction of the SEF does not commence on or before October 1, 2011, this Agreement shall terminate by its terms and shall be of no further force or effect, unless otherwise agreed in writing by the Parties. All construction and installation activities associated with the SEF shall be completed on or before December 31, 2012. Failure to complete construction and install shall trigger a default. Upon the expiration or earlier termination of the Solar Services Agreement, Lessee shall quitclaim and surrender to Lessor all of Lessee's right, title, and interest in and to the Premises by executing and recording a quitclaim deed or other instrument evidencing the termination of this Agreement.

4. Rent and Leasehold Excise Tax. As consideration for the rights and interests granted by Lessor under this Agreement, Lessee shall pay Lessor the amounts set forth on the rent schedule attached to this Agreement and incorporated herein by this reference (the "**Rent Schedule**"). Lessor and Lessee agree that the Rent Schedule shall be redacted for purposes of recording this Agreement in the real property records of Snohomish County, Washington.

5. The Lessee shall also pay leasehold excise tax if required by Chapter 82.29A RCW as now stated or hereafter amended. For purposes of leasehold excise tax, taxable rent for the lease

space/area has been determined to be \$249 per year. The leasehold excise tax rate at the time of execution of this agreement is 12.84%. The maximum rent Lessor may pay for a 75kW solar power system is \$249 per year. 82.29A.130 (8) states that leasehold interests for which annual taxable rent is less than two hundred fifty dollars per year are exempt from Leasehold Excise Tax. As a result, Lessee shall also pay the Lessor \$0.00 per year in leasehold excise tax during the duration of the lease. Both taxable rent and leasehold excise tax rate shall be revised accordingly, if necessary, as a result of any amendment to Chapter 82.29A RCW and/or determination by any agency collecting or enforcing leasehold excise tax that additional amounts are owed. Lessee shall be responsible for and pay all past due leasehold excise tax, plus interest and penalties, if any, and all future leasehold excise tax owed under this agreement as determined by said agency pursuant to Chapter 82.29A RCW.

6. Additional Rights of Lessee.

6.1 Temporary Construction Laydown Area. Lessor shall make available within the Project Area a temporary location for the assemblage of materials to construct, erect, and install the SEF (such area, a "**Laydown Area**") for a period not to exceed twenty (20) business days. Upon completion of construction and installation of the SEF, Lessee will remove all materials from the Laydown Area and will restore the Laydown Area to substantially the same condition in which it existed immediately prior to Lessee's use.

6.2 Signage. Lessee shall have the right to erect, modify, and maintain signage on the Premises with respect to the Solar Energy Facility and to Lessee's interests therein. Such signage shall be in the form, placed in the location, and according to the design set forth on the attached Exhibit C and incorporated herein by this reference.

7. Design and Construction of Solar Energy Facility; Acknowledgment of Lessor.

7.1 Design and Construction. Lessee shall mount the solar panels on ballast trays with concrete blocks and shall not physically attach the solar panels to the Premises; provided, however, Lessee may make limited penetrations of the Premises, as described in the Solar Services Agreement, to install, route, and maintain electrical wiring from the SEF to the Property. Structural evaluation will be provided by a licensed engineer. Any and all changes or deviations from approved plans and specifications set forth in the Solar Services Agreement shall require written notification to Lessor and Lessor's written prior approval, which approval shall not be unreasonably withheld. Lessee shall provide to Lessor a construction schedule, and Lessee and Lessor shall coordinate construction of the SEF so as to minimize disruption to the Property, the Premises, and Lessor's activities thereon.

7.2 Acknowledgment of Lessor. Lessor hereby consents to the construction of the SEF solely in accordance with the plans and specifications set forth on the attached Exhibit B. Lessor has provided data to Lessee concerning the construction, specifications, and condition of the Premises, and warrants that the data is accurate to the best of Lessor's knowledge.

7.3 Permits. Lessee shall be responsible for obtaining any and all governmental permits and approvals required prior to any construction activities. The Lessor will assist in the

preparation and presentation of an application for a certificate of appropriateness pursuant to Section 20.45.050 of the Edmonds Community Development Code. Nothing herein shall be deemed to waive or limit the quasi-judicial discretion of the City of Edmonds.

7.4 Roof Warranty Lessee shall assist in maintaining Roof Warranty coverage by conducting its Solar Energy Facility construction and maintenance activities in accordance with written direction from the Roofing Manufacturer and Roofing Installer. Lessee shall additionally keep property liability insurance that supplements the roof warranty coverage as specified in Section 11.

8. Maintenance of the Premises; Security.

8.1 Maintenance. During the Term, Lessee shall, at Lessee's sole cost and expense, maintain the SEF and the Project Area in accordance with all applicable laws, rules, ordinances, orders, and regulations of all governmental agencies.

8.2 Clean Condition. Lessee shall not unreasonably clutter the Premises or the Project Area, and shall collect and dispose of any and all of Lessee's refuse and trash.

8.3 Security. Lessee shall provide all security measures that Lessor determines are or may be reasonably necessary for the SEF. Such measures may, but will not necessarily, include warning signs, closed and locked doors or gates, and other measures appropriate and reasonable to protect against damage or destruction of the SEF or injury or damage to persons or property resulting from the SEF and Operations. Lessee acknowledges that the Premises are part of a public building complex and no security measure taken by Lessee to secure the SEF on the Premises shall restrict public access to public areas or services on the Property.

9. Lessor's Representations and Warranties.

9.1 Authority; No Third-Party Rights. Lessor represents and warrants to Lessee that there are no circumstances known to Lessor and no commitments to third parties that may damage, impair, or otherwise adversely affect the SEF or its function by blocking sunlight to the SEF. Lessor covenants that Lessor has lawful title to the Property and full right to enter into this Agreement.

9.2 No Interference. Lessor hereby agrees, for itself, its agents, employees, representatives, successors, and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may damage, impair, or otherwise adversely affect the SEF or its functions, including without limitation activities that may adversely affect the SEF's exposure to sunlight. Lessor further covenants for itself and its agents, employees, representatives, successors, and assigns that it will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Lessee of its rights granted under this Agreement; (ii) take any action that will materially interfere with the availability and accessibility of solar radiation over and above the Premises; (iii) take any action that will or may materially interfere with the transmission of electrical energy to or from the Premises; (iv) take any action that may impair Lessee's access to the Premises for the purposes specified in this Agreement; (v) plant or

maintain any vegetation or erect or maintain any structure that will, during daylight, cast a shadow on the SEF; or (vi) take any action that may impair Lessee's access to any portion of the SEF.

9.3 SEF Property of Lessee; Transfer of the Property. Lessor acknowledges and agrees that Lessee is the exclusive owner and operator of the SEF, that no portion or component of the SEF is a fixture, and that the SEF may not be sold, leased, assigned, mortgaged, pledged, or otherwise alienated or encumbered with the conveyance of any fee or leasehold interest in or to the Property (any such conveyance, a "**Transfer**"). Lessor shall give Lessee at least ten (10) Business Days' written notice prior to any Transfer of all or any portion of the Property. Any such notice shall identify the transferee, the portion of the Property to be transferred, and the proposed date of the Transfer. This Agreement and the lease and rights granted to Lessee herein shall survive any Transfer.

## 10. Default; Remedies.

10.1 Lessee Default. The following events shall be defaults with respect to Lessee (each, a "**Lessee Default**"):

10.1.1 Lessee breaches any material term of this Agreement, and (A) if such breach is capable of being cured within thirty (30) days after notice from Lessor of such breach, Lessee has failed to cure the breach within such thirty (30) day period, or (B) if Lessee has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, Lessee has failed to cure the breach within a further thirty (30) day period (such aggregate period not to exceed sixty (60) days from the date of Lessor's notice).

10.1.2 Lessee makes an unauthorized roof penetration;

10.1.3 (A) Lessee commences a voluntary case under any bankruptcy law; (B) Lessee fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Lessee in an involuntary case under any bankruptcy law; or (C) any involuntary bankruptcy proceeding commenced against Lessee remains undismissed or undischarged for a period of sixty (60) days.

9.1.4 Lessee fails to complete construction and installation of the SEF in accord with Section 3, 9.1.2 or 9.1.3.

10.2 Lessor's Remedies. If a Lessee Default described in Section 9.1.2 has occurred, this Agreement shall terminate automatically (without requirement of notice). If a Lessee Default described in Section 9.1.1 has occurred and is continuing, Lessor may terminate this Agreement by written notice to Lessee following the expiration of the applicable cure period. In the event of a Lessee Default, Lessor may also exercise any other remedy it may have at law or equity. In addition to any such remedy at law, Grantor may elect to take possession of the SEF and all equipment and accessories thereto if Grantee defaults as provided in Section 9.1 and the subsections thereof.

10.2.1 Bond for removal. Grantee shall bond in a form approved by the Grantor in the sum of the estimated removal cost at the system's installed size for the purpose of covering all costs associated with removal of SEF and restoration of the Premises to their pre-existing condition in the event of default by Lessee and/or termination for cause by Lessor.

10.3 Lessor Defaults. The following events shall be defaults with respect to Lessor (each, a "Lessor Default"):

10.3.1 Lessor breaches any material term of this Agreement, and (A) if such breach is capable of being cured within thirty (30) days after Lessee's notice of such breach, Lessor has failed to cure the breach within such thirty (30) day period, or (B) if Lessor has diligently commenced work to cure such breach during such thirty (30) day period but such breach is not capable of cure within such period, Lessor has failed to cure the breach within a further thirty (30) day period (such aggregate period not to exceed sixty (60) days from the date of Lessee's notice);

10.3.2 (A) Lessor commences a voluntary case under any bankruptcy law; (B) Lessor fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Lessor in an involuntary case under any bankruptcy law; or (C) any involuntary bankruptcy proceeding commenced against Lessor remains undismissed or undischarged for a period of sixty (60) days.

10.4 Lessee's Remedies. If a Lessor Default described in Section 9.3.1 or 9.3.2 has occurred and is continuing, Lessee may terminate this Agreement immediately upon the expiration of the respective cure periods set forth in such provisions, and in addition to any other remedy hereunder, Lessee may terminate the Solar Services Agreement and pursue all available remedies thereunder. In addition, upon a Lessor Default, Lessee may pursue any other remedy given under this Agreement or now or hereafter existing at law or in equity or otherwise.

11. Insurance. At all times during the term of this Agreement, Lessee and Lessor shall each, at its own respective cost and expense, obtain and maintain in effect the insurance policies and limits set forth in the Solar Services Agreement.

12. Liability; Indemnity. The Parties agree to indemnify and hold each other harmless from any claim, loss or litigation of any kind or nature arising from or out of the performance or execution of any term of this Agreement. The "Parties" shall mean the officers, agents, and employees of each party. This right of indemnification shall include any tortious or criminal act as well as acts of negligence committed by a party, its officers, agents, or employees. To the extent necessary to fully enforce this Agreement, each party waives any immunity which it may have under Title 51 RCW.

13. **NO CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, NEITHER LESSEE NOR LESSOR SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES, ARISING OUT OF THIS AGREEMENT. THE FOREGOING PROVISION SHALL NOT PROHIBIT LESSEE OR**

**LESSOR FROM SEEKING AND OBTAINING GENERAL CONTRACT DAMAGES OR EQUITABLE RELIEF FOR A BREACH OF THIS AGREEMENT.**

14. Hazardous Materials.

14.1 Lessor shall not violate, and shall indemnify Lessee for, from, and against, any claims, costs, damages, fees, or penalties arising from a violation (past, present, or future) by Lessor or Lessor's agents or contractors of any federal, State, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any Hazardous Material on or under the Property.

14.2 Lessee shall not violate, and shall indemnify Lessor against, any claims, costs, damages, fees, or penalties arising from a violation by Lessee or Lessee's agents or contractors of any federal, State, or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation, or presence of any Hazardous Material on or under the Property.

15. Estoppel Certificate. From time to time, upon written request by Lessee, Lessor shall provide within seven (7) days thereafter an estoppel certificate attesting, to the knowledge of Lessor, of Lessee's compliance with the terms of this Agreement, or detailing any known issues of noncompliance.

16. Assignment; Successors and Assigns; Agreement to Run With Property. Except as provided in this Section 15, neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Lessee may assign any of its rights, duties, or obligations under this Agreement, without the consent of Lessor, (i) to one or more third parties in connection with a financing transaction or (ii) to any Person succeeding to all or substantially all of the assets of Lessee. Lessor agrees that this Agreement and the lease and rights granted to Lessee in Section 2 shall run with the land and survive any transfer or conveyance of the Property.

17. Notice and Notices.

17.1 Notice. Except as may be required by an emergency, Lessee will give Lessor reasonable written or telephonic notice before any entry onto the Premises by Lessee's employees, agents, or contractors. In the event of Lessee's entry due to an emergency, Lessee will promptly notify Lessor of its entry and the nature of the emergency.

17.2 Addresses for the Delivery of Notices. Any notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may also be sent by fax transmission:

**Notice to Lessor:**

**Notice to Lessee:**

City Clerk Sandra S. Chase  
CITY OF EDMONDS  
121 - 5th Avenue North  
Edmonds WA 98020  
425-775-2525  
Fax: 425-771-0252

Chris Herman  
EDMONDS COMMUNITY SOLAR COOPERATIVE  
999 N. Northlake Way #301  
Seattle, WA 98103  
Ph:(206) 525-3969  
Fax: (206) 973-5385

17.3 Change of Recipient or Address. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual Person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

18. Miscellaneous.

18.1 Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this Section 17.1.

18.2 Quiet Enjoyment. Lessor covenants and warrants that Lessee shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire Term without hindrance or interruption by Lessor or any person lawfully or equitably claiming by, through, under or superior to Lessor subject to the terms of this Agreement.

18.3 No Partnership or Sale. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture, buyer and seller of electrical energy, or any other association between Lessor and Lessee, other than the relationship of Lessor and Lessee.

18.4 Severability. In the event that any provisions of this Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, Lessor and Lessee shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement, and the validity and enforceability of the remaining provisions shall not be affected by it.

18.5 Headings. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect on interpreting the meaning of any provision of this Agreement

18.6 Time of Essence. Time is of the essence in the performance of this Agreement.

18.7 Recordation. Lessee may, at its sole cost and expense, record in the real property records of Snohomish County, Washington, this Agreement provided that all payment terms shall be redacted for such recording purposes.

18.8 Amendments. This Agreement may be amended only in writing signed by Lessee and Lessor, or their respective successors in interest.

18.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18.10 Binding Effect. This Agreement and the rights, privileges, duties, and obligations of the Parties as set forth herein shall inure to the benefit of and be binding upon each of the Parties, together with their respective successors and assigns.

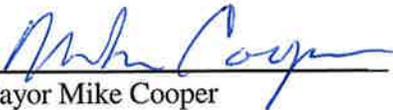
18.11 Entire Agreement; Waivers. This Agreement constitutes the entire agreement between the Parties and supersedes the terms of any previous agreements or understandings, oral or written. Any waiver of this Agreement must be in writing. Either Party's waiver of any breach or failure to enforce any of the terms of this Agreement shall not affect or waive that Party's right to enforce any other term of this Agreement.

**[SIGNATURE PAGES FOLLOW]**

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

**LESSOR:**

CITY OF EDMONDS

By:   
Mayor Mike Cooper

**LESSEE:**

EDMONDS COMMUNITY SOLAR COOPERATIVE, a Washington Cooperative Association

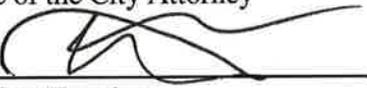
By:   
Chris Herman

Its: President & Chairperson

**ATTEST/AUTHENTICATED:**

By:   
Sandra S. Chase, City Clerk

**APPROVED AS TO FORM:**  
Office of the City Attorney

By:   
Jeffery Taraday

**EXHIBIT A**

**DESCRIPTION AND DEPICTION OF PROPERTY & PROJECT AREA**

Frances Anderson Center, 700 Main Street, Edmonds WA, 98020  
Potential locations of solar equipment highlighted in Red Squares



## Narrative

The total area of the 5 roofs (3 of SW classroom wing (7296 sf) & 2 due south of tall building section (2730 sf)) that we need for the arrays is 10,026 sq. ft.

We will not be able to use all of it due to some side shading from the tall section, south shading by the clerestory on the northernmost classroom roof and some mechanical features but we need to have use of it all for staging and wiring and access.

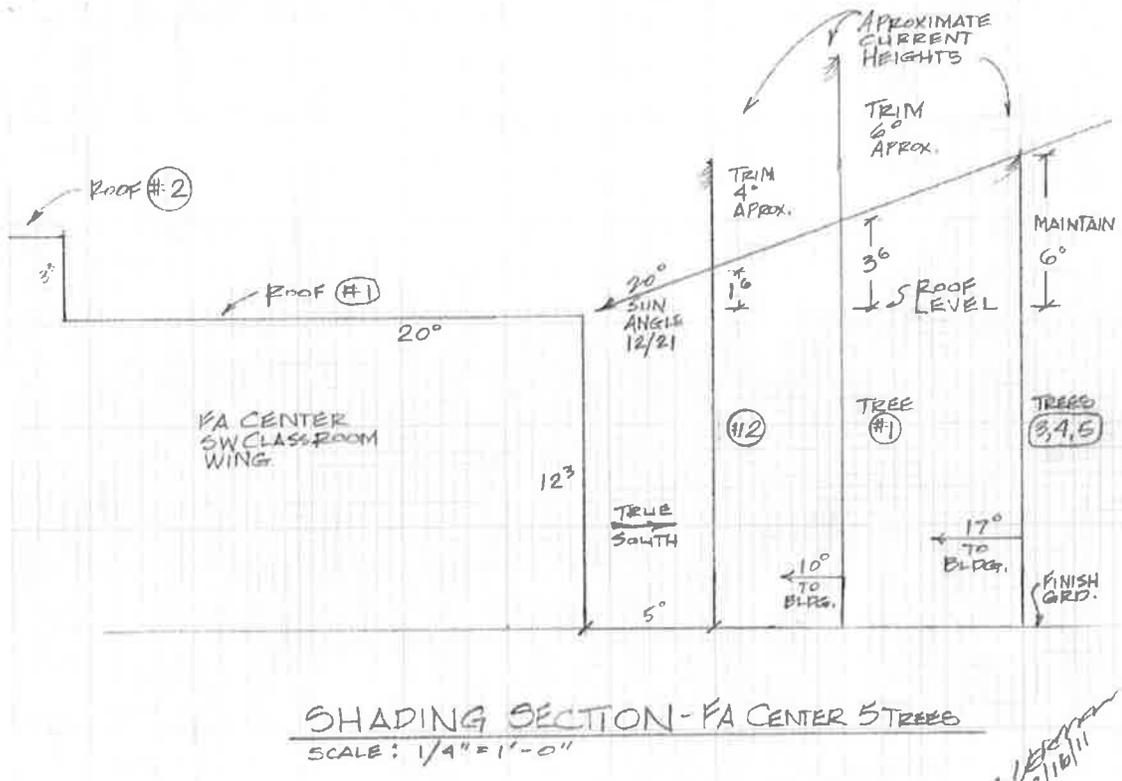
There are 5 trees on the south side of the classroom wing, numbered 1-5 starting at the west end and moving east.

Tree 1 is 10' from the building and sticks up approximately 10' above the roof. It needs to be trimmed to no more than 3'6" above the roof which means trimming approximately 6' off the top. It has been previously trimmed to that level.

Tree 2 is 5' from the building and sticks up approximately 6' above the roof. It needs to be trimmed to no more than 1'6" above the roof which means trimming approximately 4' off the top.

Trees 3,4,5 are 17' from the building and stick up approximately 6' above the roof and do not require trimming but will need to be maintained at that level to avoid shading the southernmost solar array on the classroom wing.

All 5 trees are small and will not be difficult to trim or maintain.



**EXHIBIT B**

**SOLAR ENERGY FACILITY SPECIFICATIONS**

Up to 75kW Solar Facility Design Plan to be provided by the Cooperative after Solar Site Design is Completed by its chosen vendor. City of Edmonds Facilities Personnel will have prior approval of the design and location of all equipment to be installed at the Frances Anderson Center. City approval of the design of the SEF will not be unreasonably withheld.

## **EXHIBIT C**

### **FORM AND DESIGN OF LESSEE'S SIGNAGE**

To be provided by the Cooperative after Solar Site Design is Delivered. City of Edmonds will have prior approval of format, content and location of all signage. Approval by the City will not be unreasonably withheld.

**EXHIBIT D**

**RENT SCHEDULE**

Edmonds Community Power Cooperative shall pay to the City of Edmonds an annual lease payment of \$249. The lease payment will be due within 10 days of the beginning of each year this contract is in force.