

Lee D. Hoffman

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July 21, 2021

## **Via Electronic Filing**

Melanie A. Bachman Executive Director/Staff Attorney Connecticut Siting Council 10 Franklin Square New Britain, CT 06051

Re: Petition 1424 - Petition of Southington Solar One, LLC for a Declaratory Ruling that no Certificate of Environmental Compatibility and Public Need is Required for the Proposed Construction, Operation and Maintenance of a 4.725 +/- MW AC Solar Photovoltaic Electric Generating Facility Located at 1012 East Street, Southington, Connecticut

Dear Ms. Bachman:

I am writing on behalf of my client, Southington Solar One, LLC. On May 21, 2021, the Connecticut Siting Council ("Council") approved the above-referenced Petition for Declaratory Ruling ("Petition") subject to certain conditions. In Condition No. 8, the Council required Southington Solar One to "submit an Amendment of Lease excluding the community garden from the boundaries of the solar project site prior to the commencement of construction."

With this letter, I am enclosing a Second Amendment to Ground Lease and accompanying ALTA map. The Second Amendment shows the community garden is separate from the boundaries of the solar project site, and that the community garden is being leased by Southington Solar One, LLC. Thus, Condition No. 8 has been satisfied.

Should you have any questions concerning this submittal, please contact me at your convenience. I certify that copies of this submittal have been made to all parties on the Petition's Service List as of this date.

Sincerely,

Lee D. Hoffman

**Enclosure** 

#### SECOND AMENDMENT TO GROUND LEASE

THIS SECOND AMENDMENT TO GROUND LEASE (the "<u>Second Amendment</u>") is made as of July 20, 2021 (the "<u>Effective Date</u>"), by and between **Southington Solar One, LLC**, a Connecticut limited liability company (the "<u>Tenant</u>"), and **Catholic Cemeteries Association of the Archdiocese of Hartford, Inc.**, a Connecticut corporation (the "<u>Landlord</u>").

- A. WHEREAS, VCP, LLC d/b/a Verogy ("Verogy") and Landlord entered into that certain Ground Lease, dated as of June 27, 2018 (the "Lease"), for the option to lease that certain parcel of land located at 1012 East Street in Southington, Connecticut.
- B. WHEREAS, Verogy and Landlord amended the Lease and Verogy assigned its right, title and interest in the Lease to Tenant by that certain Lease Amendment and Assignment Agreement dated September 3, 2020.
- C. WHEREAS, Tenant and Landlord desire to exercise and commence the Lease, confirm that the Lease is in full force and effect, that no breach or default has occurred thereunder, and further amend the Lease, as set forth herein.

NOW, THEREFORE, the Parties agree as follows:

#### **AGREEMENT**

- 1. The foregoing recitals are hereby incorporated into and made a part of this Second Amendment, including all defined terms referenced therein, with the same force and effect as if the same were herein repeated fully and at length. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.
- 2. <u>Amendment of Section 1.1</u>. Section 1.1 of the Lease is hereby deleted in its entirety and the following is hereby inserted in its place and stead:

<u>Section 1.1 - Leased Premises</u>. The Landlord hereby leases to the Tenant that certain portion of that certain parcel of land known as:

Address	Parcel #	Parcel Size
1012 East Street, Southington, CT	079-023	+/- 102.92 acres
06489		

The parcel contains approximately +/- 102.92 acres of land, of which approximately forty two (42) acres shall be leased to Tenant pursuant to this Lease, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and any right, title and interest of the Landlord in and to any land lying in the bed of any street, road or highway to the center line thereof in front of or adjoining said parcel of land, which is more particularly described in **Exhibit A**, attached hereto and made a part hereof (collectively the "Leased Premises").

3. <u>Amendment of Exhibit A</u>. Exhibit A of the Lease entitled "Leased Premises" is hereby deleted in its entirety and is superseded by a revised <u>Exhibit A</u> attached hereto and incorporated herein by reference.

- 4. <u>Commencement of Lease</u>. Pursuant to sections 1.2, and 2.3 Tenant hereby provides and Landlord acknowledges Tenant's notice of commencement of the Lease effective July 16, 2021, to which Landlord has selected the following as the delivery date of exclusive possession of the Leased Premises and the Commencement Date of the Lease to be July 28, 2021 (the "Commencement Date").
- 5. Update to Notice Information. Tenant hereby provides notice to Landlord pursuant to Section 14.5 of the Lease of changed addresses for Tenant, which shall be as follows:

TO TENANT: Southington Solar One, LLC

700 Universe Boulevard Juno Beach, Florida 33408 Attn: Business Manager

Email: <u>DL-DG-NEER-BUS-MGT@fpl.com</u>

With a copy to: General Counsel, NextEra Energy Resources, LLC

700 Universe Blvd. Juno Beach, FL 33408

Email: NEER-General-Counsel@nexteraenergy.com

- 6. <u>Governing Law</u>. This Second Amendment shall be construed under and in accordance with the laws applicable to contracts entered into and to be performed in Connecticut.
- 7. <u>Severability</u>. Any provision of this Second Amendment that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 8. <u>Counterparts</u>. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Second Amendment by facsimile or by electronic mail of a portable document format ("pdf") signature page shall be equally as effective as delivery of an original executed counterpart of this Second Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the date first set forth above.

### TENANT:

Southington Solar One, LLC

Bv:

Name: William Herchel Title: Authorized Person

### LANDLORD:

Catholic Cemeteries Association of the Archdiocese of Hartford, Inc.

By:

Jame: John Pinone

Pitle: Executive Director

# EXHIBIT A LEASED PREMISES

**Address:** 1012 East Street, Southington, CT 06489

Parcel No.: 079-023

The "Leased Premises" is the area of the parcel indicated as the "Proposed Lease Area" in the ALTA Survey on the following page and contained within the boundaries detailed in the "Proposed Lease Area Line Table" and "Proposed Lease Area Curve Table" in the ALTA Survey, containing approximately 42 acres of land, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and any right, title and interest of the Landlord in and to any land lying in the bed of any street, road or highway to the center line thereof in front of or adjoining said parcel area, and shall include additional reasonable areas necessary and appropriate for purposes of interconnection of the solar array to the electrical infrastructure of the local electric utility.

The Leased Premises is more fully described on the attached ALTA Survey as follows:

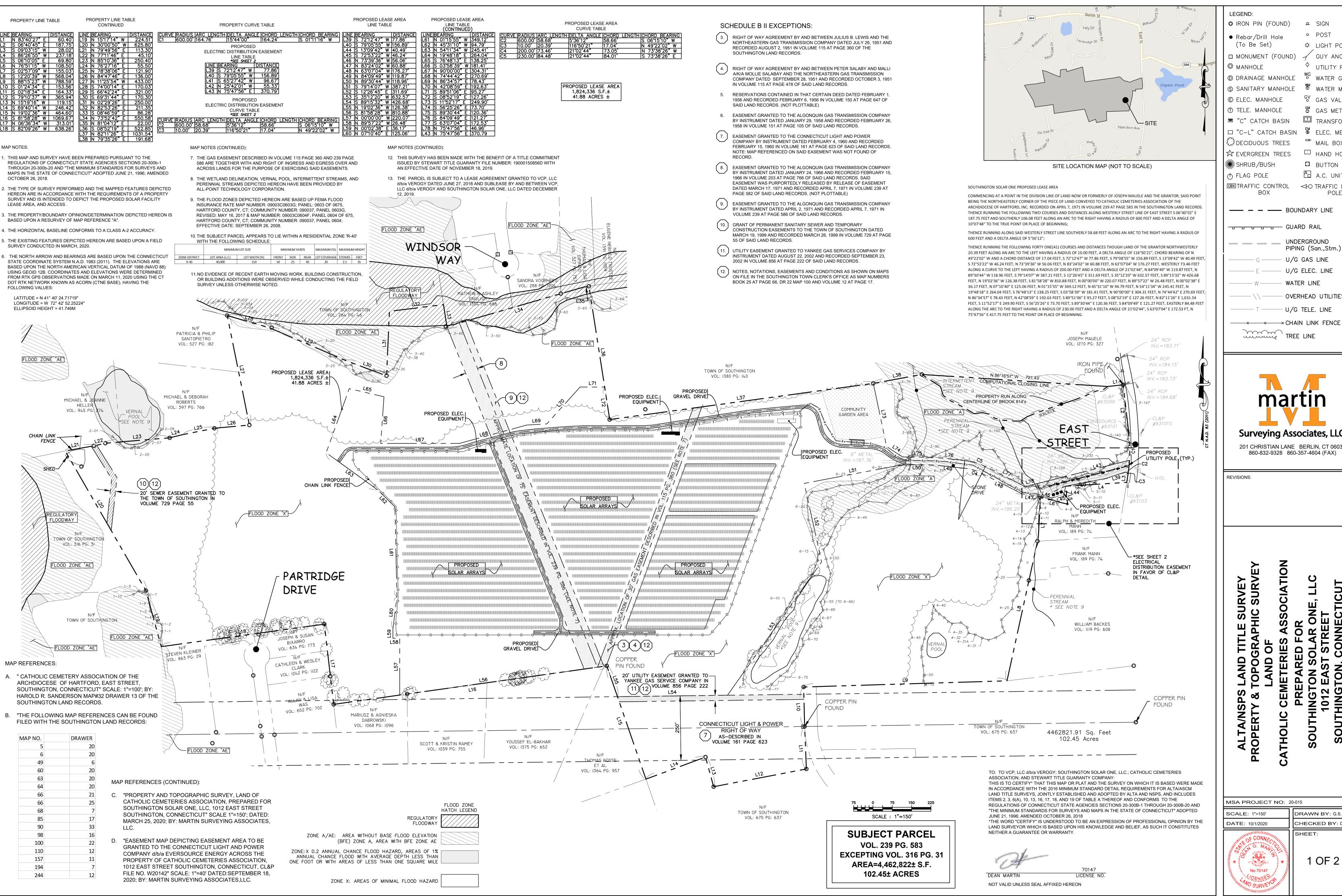
#### SOUTHINGTON SOLAR ONE PROPOSED LEASE AREA

COMMENCING AT A POINT IN THE DIVISION LINE OF LAND NOW OR FORMERLY OF JOSEPH MAUELE AND THE GRANTOR, SAID POINT BEING THE NORTHEASTERLY CORNER OF THE PIECE OF LAND CONVEYED TO CATHOLIC CEMETERIES ASSOCIATION OF THE ARCHDIOCESE OF HARTFORD, INC. RECORDED ON APRIL 7, 1971 IN VOLUME 239 AT PAGE 585 IN THE SOUTHINGTON LAND RECORDS. THENCE RUNNING THE FOLLOWING TWO COURSES AND DISTANCES ALONG WESTERLY STREET LINE OF EAST STREET S 06°40'55" E 187.75 FEET AND SOUTHERLY 106.08 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 600 FEET AND A DELTA ANGLE OF 10°07'48" TO THE TRUE POINT OR PLACE OF BEGINNING;

THENCE RUNNING ALONG SAID WESTERLY STREET LINE SOUTHERLY 58.68 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 600 FEET AND A DELTA ANGLE OF 5"36'12";

THENCE RUNNING THE FOLLOWING FORTY ONE(41) COURSES AND DISTANCES THOUGH LAND OF THE GRANTOR NORTHWESTERLY 20.39 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A DELTA ANGLE OF 116°50'21", CHORD BEARING OF N 49°22'02" W AND A CHORD DISTANCE OF 17.04 FEET, S 72°12'47" W 77.86 FEET, S 79°08'55" W 156.89 FEET, S 13°09'42" W 40.49 FEET, S 72°53'22" W 46.24 FEET, N 73°39'36" W 56.06 FEET, N 83°24'02" W 60.88 FEET, N 63°07'04" W 176.27 FEET, WESTERLY 73.46 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A DELTA ANGLE OF 21°02'44", N 84°09'49" W 119.87 FEET, N 89°30'44" W 118.96 FEET, S 79°14'07" W 387.21 FEET, S 12°26'45" E 311.69 FEET, S 35°12'20" W 632.57 FEET, S 89°15'32" W 426.68 FEET, N 19°02'36" W 126.38 FEET, S 81°58'28" W 810.88 FEET, N 00°00'00" W 220.07 FEET, N 89°57'22" W 26.48 FEET, N 00°02'38" E 36.17 FEET, N 07°10'40" E 125.06 FEET, N 01°15'55" W 349.12 FEET, N 45°31'10" W 94.79 FEET, N 54°11'34" W 245.41 FEET, N 19°48'18" E 264.04 FEET, S 76°48'13" E 138.25 FEET, S 03°58'39" W 181.41 FEET, N 90°00'00" E 304.31 FEET, N 74°44'42" E 270.69 FEET, N 86°34'57" E 78.43 FEET, N 42°08'59" E 192.63 FEET, S 89°51'06" E 95.27 FEET, S 08°52'19" E 127.26 FEET, N 82°11'26" E 1,031.54 FEET, S 11°52'17" E 249.90 FEET, S 56°25'26" E 73.70 FEET, S 89°30'44" E 120.36 FEET, S 84°09'49" E 121.27 FEET, EASTERLY 84.48 FEET ALONG THE ARC TO THE RIGHT HAVING A RADIUS OF 230.00 FEET AND A DELTA ANGLE OF 21°02'44", S 63°07'04" E 172.53 FT, N 75°47'56" E 417.75 FEET TO THE POINT OR PLACE OF BEGINNING.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK; LEASED PREMISES ALTA SURVEY TO FOLLOW]



O IRON PIN (FOUND) ⊐ SIGN • Rebar/Drill Hole (To Be Set) ☐ MONUMENT (FOUND) GUY ANCHOR UTILITY POLE D DRAINAGE MANHOLE WATER GATE S SANITARY MANHOLE TELE. MANHOLE TRANSFORME DECIDUOUS TREES ☐ HAND HOLE ☆ EVERGREEN TREES D BUTTON BOX SHRUB/BUSH Ac A.C. UNIT ↑ FLAG POLE © TRAFFIC CONTROL ← TRAFFIC LIGH —— — — BOUNDARY LINE UUUUUU GUARD RAIL UNDERGROUND PIPING (San., Stm.) U/G GAS LINE U/G ELEC. LINE



WATER LINE

- OVERHEAD UTILITIES

U/G TELE. LINE

201 CHRISTIAN LANE BERLIN, CT 06037 860-832-9328 860-357-4604 (FAX)

THOLIC

MSA PROJECT NO: 20-015		
SCALE: 1"=150'	DRAWN BY: G.S.D.	
DATE: 10/1/2020	CHECKED BY: D.G.M.	
No.70147  No.70147  No.81 IPNE	1 OF 2	