

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (the "Agreement") is made and entered into as of this 22nd day of October, 2025, by and between the TOWN OF WOODBRIDGE, CONNECTICUT, a municipal corporation with an address at 11 Meetinghouse Lane, Woodbridge, CT 06525 (the "Town"), and GREENSKIES CLEAN ENERGY, an LLC with an address at 127 Washington Ave, West Bldg, Lower Level, North Haven, CT 06473 (the "Developer").

RECITALS

WHEREAS, the Town holds certain drainage easements (the "Easements") over and across property located at 1010 Racebrook Road, as more particularly described in Map 327; and

WHEREAS, the Developer has leased the property burdened by the Easements and desires to construct, install, and maintain a solar array (the "Improvements") within a portion of the Easements; and

WHEREAS, the Town is willing to permit such encroachment within the Easements under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Grant of Encroachment Rights** The Town hereby grants to the Developer a non-revocable, non-exclusive license (the "License") to encroach upon the Easements for the limited purpose of constructing, installing, owning and maintaining the Improvements, subject to the terms and conditions set forth herein.
2. **Limitations and Conditions**
 - a. The Developer shall ensure that the Improvements do not materially interfere with the Town's drainage functions within the Easements.
 - b. The Developer shall, at its sole expense, maintain and repair the Improvements and ensure compliance with all applicable local, state, and federal laws, including but not limited to the Connecticut Building Code and environmental regulations.
 - c. The Developer shall not alter the grading or topography within the Easements in a manner that negatively affects stormwater drainage.
3. **Indemnification** The Developer shall indemnify, defend, and hold harmless the Town, its officers, employees, and agents from and against any and all claims, damages, liabilities, or expenses (including attorney's fees) arising out of or related to the Developer's use of the Easement area for the Improvements.
4. **Insurance** The Developer shall maintain, at its sole expense, general liability insurance in an amount not less than \$1,000,000 per occurrence, naming the Town as an additional

insured. Evidence of such insurance shall be provided prior to the commencement of any work within the Easements.

5. **Termination** The Town may revoke this Agreement at any time upon thirty (30) days' written notice to the Developer if the Developer fails to comply with the terms of this Agreement. Upon termination, the Developer shall, at its sole expense, remove the Improvements and restore the Easements to their original condition, unless otherwise directed by the Town.
6. **Successors and Assigns** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Developer may not assign or transfer its rights under this Agreement without the prior written consent of the Town.
7. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
8. **Miscellaneous** a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and may not be modified except in writing signed by both parties. b. Any notices required under this Agreement shall be in writing and sent by certified mail or personal delivery to the addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[Signature Page Follows]

TOWN OF WOODBRIDGE, CONNECTICUT By: Mica Cardozo

Name: MICA CARDOZO

Title: FIRST SELECTMAN

On this 22 day of 20, 25, before me, the undersigned, personally appeared MICA CARDOZO known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: 2029

ALISON VALSAMIS

NOTARY PUBLIC

MY COMMISSION EXPIRES JUNE 30, 2029

DEVELOPER By: Eric Zenner

Name: ERIC ZENNER

Title: CEO

STATE OF CONNECTICUT

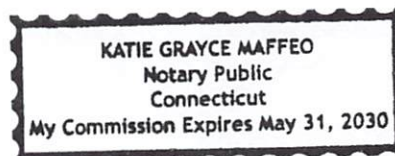
COUNTY OF New Haven

On this 6 day of October, 25, before me, the undersigned, personally appeared Eric Zenner, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public: Katie Grayce Maffeo

My Commission Expires: May 31, 2030



WA Commission Exhibit No. 31 5030
Commission
Horticultural
KYLE CRANE WHEEL