

When recorded return to:

City Clerk's Office
City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

LICENSE AGREEMENT FOR SARIVAL AVENUE CROSSING

This License Agreement ("License") for a crossing of Sarival Avenue is entered into by and between the City of Goodyear, an Arizona municipal corporation ("City"), and Pluto Energy Storage, LLC, a Delaware limited liability company ("Licensee").

RECITALS

A. Licensee owns approximately 5.8 acres of land in the city located at the southwest corner of Sarival Avenue and Commerce Drive (the "Licensee Property"), where it intends to construct a 75-megawatt Battery Energy Storage System ("BESS") and an accessory substation.

B. Sarival Avenue is a public street running in a generally north-south direction that is owned and managed by City and is located adjacent to Licensee's Property.

C. In support of the development of the BESS, Licensee intends to construct a 69 kilovolt (kv), overhead power line (the "Overhead Line") running in a generally east-west direction from Licensee's Property over Sarival Avenue to an existing Arizona Public Service substation on the east side of Sarival Avenue.

D. Subject to the terms and conditions set forth below, City is willing to issue a License to Licensee to allow Licensee to construct, operate, and maintain the Overhead Line over the area described in Exhibit A attached hereto, and Licensee is willing to construct, operate, and maintain the Overhead Line subject to the terms and conditions as set forth below

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the Parties hereto state, confirm and agree as follows:

1. General Terms.

1.1 Incorporation of Recitals. The Parties acknowledge the accuracy of the foregoing Recitals, which are hereby incorporated into this License as though fully restated herein.

1.2 Effective Date. The execution of this License by the Parties is precedent to this License becoming effective. This License shall take effect upon the full execution of this License by the Parties and the date of execution is hereafter defined as the "Effective Date."

1.3 Definitions. Capitalized terms not defined in the foregoing Recitals are defined as follows:

- (a) "City" means the City of Goodyear, an Arizona municipal corporation.
- (b) "City Engineer" means the City of Goodyear Director of Engineering or his or her designee.
- (c) "Claims" means claims, actions, liabilities, damages, losses, expenses, fines, penalties, judgments, demands and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, litigation, settlement negotiations and arbitration) and amounts paid in compromise or settlement.
- (d) "Contractor" means the primary or general contractor retained by Licensee to construct the Overhead Line.
- (e) "Development Regulations" means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City of Goodyear as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code), the Subdivision Regulations adopted by the Goodyear City Council, (currently Chapter 15 of the Goodyear City Code), the Goodyear Zoning Ordinance, the Goodyear Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies Manual as they all may be adopted and amended from time to time; master plans and studies, such as the City of Goodyear Integrated Water Master Plan, and the Goodyear Transportation Master Plan, ordinances rezoning the Property, including stipulations and conditions of approval thereto; stipulations; and conditions of approvals of approved site plans, preliminary plats, and final plats for the Property.
- (f) Indemnitee(s) means the City of Goodyear, a municipal corporation, its elected officials, officers, directors, employees, agents and representatives.
- (g) "License" means this License Agreement for the License Area entered into by and among the City of Goodyear, an Arizona municipal corporation, and Pluto Energy Storage, LLC, a Delaware limited liability company.
- (h) "License Area" means over the area described in Exhibit A, which is attached hereto and incorporated into this License.
- (i) "Licensee" means Pluto Energy Storage, LLC, a Delaware limited liability company.
- (j) "Parties" means City and Licensee collectively.

(k) "Party" means City or Licensee individually depending upon the context.

2. Land Use License.

2.1 Subject to the terms and conditions set forth herein, City hereby grants Licensee a License to install, maintain, repair, replace, operate and remove an Overhead Line over the License Area, which Overhead Line shall be owned and operated by Licensee.

2.2 Term. The original term of this License is for a period of twenty-five (25) years, from September 26, 2024 to September 25, 2049. By mutual agreement only, the Parties may renew the License for an additional ten (10) year term, and may do so for a total of two (2) additional ten- year terms. In order to request a renewal of the License, Licensee shall provide written notice of its desire to renew the License to City a minimum of ninety (90) days prior to the expiration of the License. City will review the renewal request and within thirty (30) days of receipt of the renewal request provide a response to Licensee whether the License will be renewed for an additional term. The renewal of the License shall be in writing and executed by the Parties.

2.3 Area and Height. The License Area is 6,527 square feet, and is approximately fifty-five feet wide. The Overhead Line shall be at least thirty (30) feet in altitude above Sarival Avenue and there shall be a minimum of twenty-five feet (25') clearance between the Licensee's poles and Overhead Line attached to such poles and the traffic signal poles located at the intersection of Sarival Avenue and Commerce Drive. The License Area may be used for the Overhead Line only and any poles supporting the Overhead Line shall be located in the area described in Article 2.5 below.

2.4 Annual License Fee.

(a) Licensee shall pay an initial license processing fee of \$2,500.

(b) Licensee shall pay City an Annual License Fee (the "Annual Fee") in the amount of \$2.80 per square foot, payable on or before December 31st of each year, which amount shall be increased by the increase in the average Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics for the Phoenix Area over the prior 12 months. The Annual Fee for the period between the Effective Date of this License and December 31, 2024 shall be pro-rated. The Annual Fee is subject to late payment charges as described in Article 2.4.c.

(c) Licensee shall pay a late payment fee on any charges that are received after the due date. Late payment fees will be the late payment charge percentage rate calculated by the United States Department of the Treasury and published quarterly in the Federal Register; provided that the late payment fee percentage rate shall not be less than 0.5 percent per month. The late payment fee percentage rate applied on an overdue payment shall remain in effect until payment is received. The late payment rate for a 30-day period shall be determined on the day immediately following the due date and shall be applied to the overdue payment for any portion of the 30-day period of delinquency. In the case of partial late payments, the amount received shall first be applied to the late charge on the overdue payment and then to the overdue payment.

(d) Licensee shall pay any federal, state or local taxes assessed on, or attributable to, their facilities located in the License Area.

2.5 Licensee Facilities. Licensee shall have the right, at its expense, to install, maintain, repair, replace, operate and remove an Overhead Line over the License Area, which Overhead Line shall be owned and operated by Licensee. Any co-location or use of the Overhead Line installed over the License Area by any entity other than Licensee is prohibited. In addition to complying with the requirements set forth in Article 2.3 above, Licensee agrees that its power pole supporting the Overhead Line on Licensee's side of Sarival Avenue (the west side) shall be located inside its BESS perimeter wall, which wall shall not be located within: (i) the additional right-of-way Licensee is required to dedicate for any turn-lanes or driveways into Licensee's Property; (ii) the additional right-of-way Licensee required for the full build-out of the full half-street improvements for the western half of the section of Sarival Avenue adjacent to Licensee's property; and (iii) any public utility easement Licensee is required to dedicate to the City. Licensee further agrees that Licensee's power pole supporting the Overhead Line that will be located on the APS side of Sarival Avenue (the east side) shall be located east of APS's two existing power poles. Licensee is prohibited from cutting into the Sarival Avenue pavement for any reason. Licensee must obtain written consent from City prior to modifying the location of the Overhead Line within the License Area.

2.6 City Rights in License Area.

(a) There is reserved to City the prior and superior right to use any of the License Area for the purposes described herein, and Licensee agrees that its use of the License Area shall not interfere with City's prior and superior right to use the License Area or the future expansion of the west-half of Sarival Avenue to its ultimate buildout for a Minor Arterial as set forth in City's Engineering Design Standards and Policies Manual. If City determines that the Facilities or Licensee's use of the License Area will interfere with City's use of License Area for the purposes described herein or for the future expansion of the west-half of Sarival Avenue to its ultimate buildout for a Minor Arterial as set forth in City's Engineering Design Standards and Policies Manual, Licensee shall, at Licensee's sole cost and expense, remove and or relocate its the power pole and Overhead Line to comply with the requirements set forth in 2.5 above.

(b) There is also reserved to City the right of its officers, agents, employees, licensees and permittees, at all proper times and places, freely to have ingress to, passage over, and egress from the License Area for the purpose of exercising, enforcing and protecting the rights reserved herein.

(c) City reserves the right to inspect all operations of Licensee or its agents within the License Area, under the terms of this License.

2.7 Access. Except in the case of an emergency that presents a risk to the public, Licensee or its Contractor shall obtain traffic control permits before undertaking any construction, maintenance, repair activities, or other work authorized under this License that will require the closure of any City street or the restriction of access to any City right-of-way, which includes sidewalk closures. Licensee shall comply with the terms of the traffic control permits issued by the City. Licensee shall cooperate with City during any and all construction and

maintenance activities to ensure the safety of the traveling public, including both vehicular and pedestrian traffic, and to reasonably preserve the uninterrupted ability of the public to travel on Sarival Avenue. Licensee is solely responsible for the costs of obtaining all required traffic control permits and all traffic safety, diversion, and management activities associated with the issuance of such permits, including but not limited to the deployment of on or off duty City police officers.

2.8 Licensee is responsible for all damages to City structures and facilities and to any other City property, or any property under the control or custody of City, its agents and assigns, that may be caused by the operation and maintenance of Licensee's Facilities or Licensee's uses under this License. License shall post a performance bond in a form acceptable to the Goodyear City Attorney or his designee as a means of assuring Licensees obligations under this License. The bond shall be in place for the term of the License and shall provide coverage in the amount of at least \$5 million per occurrence. Licensee shall reimburse City for the difference between the amount of the damages and the amount of the bond if the bond provided does not fully cover the costs of damages to City structures, facilities and/or property under the control or custody of City.

2.9 Licensee shall, to the fullest extent of the law, defend, indemnify, and hold harmless the Indemnitees against any and all Claims asserted against, incurred by or imposed upon any Indemnatee for bodily injury, personal injury, (including death), loss or damage to tangible or intangible property, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Licensee, its employees, agents, representative, and any entity (including their respective employees, agents, independent contractors, and representatives) in the exercise of any of the rights, obligations, responsibilities and/or performance under this License. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of a failure to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the gross negligence or intentional wrongdoing of the Indemnatee, be indemnified by Licensee from and against any and all Claims. It is agreed that Licensee will be responsible for primary loss investigation, defense, settlement, and judgment costs where this indemnification is applicable. In consideration of the granting of this License, Licensee agrees to waive all rights of subrogation against the Indemnitees for claims and losses subject to indemnification hereunder.

2.10 Insurance. Licensee shall procure and maintain during the term of this License and any extensions thereof, primary (non-subrogation) work insurance purchased from an "A-" rated or better insurer with the following specified limits:

(a) Workers Compensation insurance as required by Arizona law, and Worker's Compensation Employer's Liability in the amount of Three Million Dollars (\$3,000,000).

(b) Commercial General Liability insurance including bodily injury, property damage, personal injury, products and completed operations and contractual liability with the with limits of Ten Million Dollars (\$10,000,000) per occurrence and aggregate.

(c) Business Automobile Liability Insurance with a limit of Three Million Dollars (\$3,000,000) per occurrence and aggregate.

(d) Umbrella Excess Liability Insurance with a limit of Three Million Dollars (\$3,000,000) per occurrence and aggregate.

All of the insurance coverages required above shall be primary and non-contributory and shall name City, its officers, officials, agents, and employees as additional insureds on the specified insurance and provide City with a valid Certificate of Insurance and additional insured endorsements prior to signing of this License.

3. City Authority to Stop Work. City shall have the right to stop any construction work of Licensee or its Contractor if, after inspection, City determines:

(a) Terms of applicable permits issued by City are being violated, or

(b) That unsafe conditions exist which may jeopardize the safety of City, Licensee, Licensee's Contractor, or the public, or

(c) That proceeding with construction work is likely to physically damage structures or property managed or controlled by City.

4. Licensee Responsibilities.

(a) Licensee is responsible for ensuring that the engineering plans and specifications for the construction of its improvements, including the installation of the Overhead Line, meet all applicable Development Regulations. The fact that City staff reviews Licensee's plans does not relieve Licensee of the requirements of this provision.

(b) Prior to undertaking any work within the License Area or within any private property, including Licensee's property, Licensee or its Contractor shall obtain all permits required by City for such work and shall comply with all terms and conditions of such permits.

(c) Licensee shall ensure its Contractor takes all measures necessary to provide City access to Sarival Avenue during the entire construction period. Licensee or its Contractor shall comply with all City requirements applicable to undertaking any work within City streets. Prior to closing any City-street or restricting access to any City right-of-way, which includes sidewalk closures, Licensee or its Contractor shall obtain a traffic control permit from City. An application for a traffic control permit along with all documentation required by City for the issuance of a traffic control permit shall be submitted a minimum of five days prior to any proposed vehicular or pedestrian travel restriction and a minimum of four weeks prior to a proposed road closure.

(d) Licensee or its Contractor shall provide City with financial assurances required by applicable Development Regulations in connection with the issuance of any permit Licensee or its Contractor is required to obtain.

(e) Licensee shall ensure its Contractor complies with the terms of all permits it receives from City, including traffic control permits.

5. Safety Representative. Licensee shall appoint a Safety Representative for any and all installation work performed pursuant to this License, and shall notify City of the identity and contact information for the Safety Representative. This Safety Representative shall be competent, experienced, and knowledgeable in supervision of the safety aspects for any work performed pursuant to this License. The Safety Representative shall be available to City for communication at all times (24 hours per day, 365 days per year, with no exceptions for weekends or Holidays) during the initial construction of the Overhead Line, from initial permitting to final City inspection and approval. The Safety Representative will provide written notice to City confirming the completion of installation of the Overhead Line, and identifying the Maintenance Representative, as defined below, to City. Licensee shall promptly and subsequently notify City in writing if a different Safety Representative is appointed or if there are changes in the address or phone number of the Safety Representative.

(a) Licensee's current Safety Representative is:

Dennis Fitch
HV Lead
(480) 258-9627
Denis.fitch@nexteraenergy.com

6. Safety Standards. Licensee shall comply with current OSHA safety standards. If there is a conflict within any of these safety standards, Licensee shall comply with the most stringent standards while working within the License Area.

7. Community Interest. Licensee, at its expense, shall be solely responsible to resolve any issues or disputes with interested persons, including neighborhood associations, concerning location, zoning, compatibility with existing or planned uses of adjoining lands, aesthetics or any other issues or disputes relating to Licensee's use of the License.

8. Maintenance.

(a) Licensee shall use said premises for the purposes stated herein and agrees that in the use of said premises it shall maintain its Facilities in a good and workman like manner, and shall insure compliance with the laws of the State of Arizona, and with the laws and regulations of any other applicable governmental body.

(b) Licensee shall monitor the Overhead Line remotely 24 hours a day every day from a Remote Operations Center. In the event of a power or structural failure of the Overhead Line, Licensee shall immediately shut down power to the Overhead Line, automatically and/or remotely, and shall not restore power to the Overhead Line until all necessary repairs have been made to the Overhead Line.

(c) Licensee currently operates a staffed maintenance facility thru its parent entity's Power Generative Division in the city, located at 650 N 137 Ave., Suite 170, Goodyear AZ, 85338. Licensee shall maintain a staffed maintenance facility within twenty miles of the

Overhead Line at all times during the Term of this License. Licensee shall identify a Maintenance Representative for any routine maintenance or emergency repair work performed pursuant to this License, and shall notify City of the identity and contact information for the Maintenance Representative. The Maintenance Representative shall be available to City for communications, and maintenance and repairs, at all times (24 hours per day, 365 days per year, with no exceptions for weekends or Holidays). This Maintenance Representative shall be competent, experienced, and knowledgeable in supervision of the safety aspects for any routine maintenance or emergency repair work performed pursuant to this License. The Maintenance Representative shall provide a written report to City annually summarizing Maintenance activities on the Overhead Line for that period. Licensee shall promptly and subsequently notify City in writing if a different Maintenance Representative is appointed or if there are changes in the address or phone number of the Maintenance Representative.

- (i) Licensee's current Maintenance Representative is:

Dennis Fitch
HV Lead
(480) 258-9627

Denis.fitch@nexteraenergy.com

9. Removal. Upon termination or expiration of the License, Licensee shall, at its sole expense, remove the Overhead Line, and restore the License Area to the satisfaction of City within ninety (90) days after the termination or expiration of this License. Licensee shall also procure and maintain during the term of the License, a surety bond to insure the timely removal of the Overhead Line and/or equipment from the License Area in accordance with this Article 9. The bond shall be for an amount not less than \$1,000,000, and shall name City as the Obligee. The bond required herein shall be obtained and provided to the City prior to the installation of the Overhead Line. The amount of the bond shall be increased as necessary during the term of the License to account for increased removal and restoration costs. Licensee shall not terminate this removal bond without the consent of City. If the Overhead Line and/or equipment are not removed from the License Area within 90 days after the expiration of the License, City may notify the surety company and request the removal of the Overhead Line and/or equipment within 90 days or remove the Overhead Line and/or equipment itself and seek reimbursement by forfeiture of the bond penalty. Any fees associated with City's removal of Licensee's improvements and site restoration will be the responsibility of Licensee. This provision shall survive the expiration or earlier termination of the License.

10. Hazardous Materials. Licensee shall comply with all applicable federal, state, and local laws and regulations, and City's policies and directives, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in City owned lands.

(a) "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq., and the regulations promulgated pursuant to that Act.

(b) Licensee shall not allow contamination of lands or facilities owned by City by hazardous materials, thermal pollution, solid waste, refuse, garbage, sewage effluent, industrial waste (including, but not limited to product containers, surface preparation abrasives and residues, and coatings, paints and primers), petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.

(c) Licensee shall immediately report to City any event which may or does result in a spill, pollution or contamination adversely affecting City owned lands or facilities.

(d) Licensee shall appoint an Environmental Representative for any work performed or land uses pursuant to this License, and shall notify City of the identity and contact information of the Environmental Representative. This Environmental Representative shall be competent, experienced, and knowledgeable in supervision of the environmental aspects, including environmental hazard aspects, for any work performed or land uses pursuant to this License. Licensee shall promptly and subsequently notify City in writing if a different Environmental Representative is appointed or if there are changes in the address or phone number of the Environmental Representative.

(i) Licensee's current Environmental Representative is:

Dennis Fitch
HV Lead
(480) 258-9627

Denis.fitch@nexteraenergy.com

(e) Violation of any of the provisions of this Article 10 shall constitute grounds for immediate termination of this License and shall make Licensee liable for the cost of full and complete remediation and/or restoration of any City owned lands or facilities that are adversely affected.

(f) Licensee agrees to include the provisions contained in Article 9 of this License in any subcontract or third-party contract it may enter into pursuant to the License.

11. This License shall automatically terminate upon the occurrence of any of the following:

(a) if the Overhead Line that is to be installed over the License Area has not been completed and in operation by January 31, 2026, or

(b) An entity other than Licensee is operating the Overhead Line installed over the License Area.

12. Assignment and Revocation. This License is not assignable.

13. Termination and Opportunity to Cure. This License shall terminate at or upon:

(a) Expiration of the Term as provided in Article 2.2 or the occurrence of either of the events set forth in Article 11.

- (b) Violation of any of the terms of the license and/or covenants set out herein.
- (c) Official abandonment of the Licensed Area by Licensee.
- (d) Failure of Licensee to use this License for the purpose granted herein, or for nonuse of the License for any continuous two (2) year period.
- (e) The co-location on or use of the Facilities by any third party.
- (f) Any unauthorized use of City owned property is prohibited and is grounds for immediate termination of the permission granted herein.
- (g) Failure of Licensee to remove and/or relocate its Facilities per Article 2.5.
- (h) Failure of Licensee to automatically shut down power to the Overhead Line following a power or structural failure of the Overhead Line or poles to which the Overhead Line is attached.

In the event City wishes to terminate the License for any reason aside from the reasons set forth in Article 13(a) above or 13(h) above, City shall provide written notice to Licensee of the cause for the termination, and, except as provided herein, City shall allow Licensee sixty (60) days to cure the stated cause. Licensee may request additional time to cure in writing to City, which City shall evaluate on a commercially reasonable basis. The right to cure provided for herein shall not apply if the City terminates the License because Licensee failed to automatically shut down power to the Overhead Line following a power or structural failure of the Overhead Line.

14. Sarival Avenue Access.

(a) Licensee or its Contractor shall take all measures necessary to provide City access to Sarival Avenue during the entire construction period. Licensee or its Contractor shall comply with all City requirements applicable to undertaking any work within City streets, including obtaining a traffic control permit before undertaking any work that restricts or closes a City-street. An application for a traffic control permit shall be submitted a minimum of four weeks prior to undertaking any work within a City-street, which shall include a road closure/restriction plan and all other documentation required by City. Licensee or its Contractor shall comply with the terms of all permits it receives from City, including traffic control permits.

(b) Licensee is responsible for ensuring its Contractor removes all construction debris from Sarival Avenue. If Licensee's Contractor fails to remove construction debris from Sarival Avenue, City may remove such debris at the expense of Licensee. City shall bill Licensee for the costs of such removal and Licensee shall reimburse City for such costs within 30 days of the date of City's invoice.

(c) Licensee or its Contractor is responsible for complying with all applicable regulations during its construction operations, including but not limited to, the use of temporary fencing and guarding of all areas that are required to remain unfenced, and obtaining all permits required for the closure and/or restriction of access to public right-of-way.

15. Limitation to License Area. City property shall not be utilized for parking, maintenance, or fueling of construction equipment, unless specific consent is provided by City, which consent shall be at the sole discretion of the City Engineer or his designee. To obtain this consent, Licensee or its Contractor shall submit, and obtain approval on, a plan to accommodate these activities.

16. Entire Agreement and Waiver. This License and the exhibits referred to herein and attached hereto, constitute the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between the Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

17. Amendments. In order for an amendment of this License to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Party for review. To be effective, amendments shall be approved by the Goodyear City Council, signed by the Parties and attached to this License as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

18. Conflicts of Interest. This License is subject to the provisions of A.R.S. § 38-511 and may be terminated by City in accordance with such provisions.

19. Notices and Filings. Any and all notices, filings, approvals, consents or other communications required or permitted by this License shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City:

City of Goodyear
Attn: City Manager
1900 North Civic Square Goodyear,
Arizona 85395

The Licensee:

Pluto Energy Storage, LLC
c/o Andrew Fritsch
Senior Attorney – Real Estate
700 Universe Blvd.
Juno Beach, FL 33408

copy to:

City of Goodyear
Attn: Director of Engineering
1900 North Civic Square
Goodyear, Arizona 85395

copy to:

Gammage & Burnham, PLC
Attn. Ashley Marsh, Esq.
40 North Central Avenue, 20th Floor
Phoenix, Arizona 85004

copy to:

City of Goodyear Attn: City Attorney
1900 North Civic Square Goodyear,
Arizona 85395

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, four (4) days following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, or upon receipt (or refusal of service) if delivered by a nationally-recognized overnight delivery service, e.g., FedEx, UPS, or DHL.

20. No Agency or Partnership. Neither City nor Licensee are acting as the agent of the other with respect to this License, and this License shall not be deemed to create a partnership, joint venture, or other business relationship between City and Licensee.

21. Third Parties. There are no third-party beneficiaries to this License.

22. Business Days. If the last day of any time period stated in this License or the date on which any obligation to be performed under this License shall fall on Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

23. Defaults and Remedies. Any Party shall be in default under this License ("Default") if it fails to satisfy any term or condition as required under this License within thirty (30) business days following written notice from the other Party ("Notice"); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term or condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice (or such other time period as agreed upon in writing by the Parties) and cures such deficiencies within a reasonable time thereafter.

24. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Licensee of the breach of any covenant or condition of this License shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this License.

25. Mediation. If a dispute arises out of or related to this License, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The terms of this Article 25 shall survive the expiration or earlier termination of this License.

26. WAIVER OF JURY TRIAL. UNLESS EXPRESSLY PROHIBITED BY LAW, CITY AND LICENSEE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS LICENSE AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS LICENSE, THE TRANSACTIONS IT CONTEMPLATES,

AND/OR THE WORK PERFORMED PURSUANT TO THIS LICENSE SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Article 26 waiving the right to a jury trial shall survive the expiration or earlier termination of this License.

27. Headings. The headings contained in this License are for convenience in reference only and are not intended to define or limit the scope of any provision of this License.

28. Fair Interpretation. The terms and provisions of this License represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this License shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed License or any earlier draft of same. The terms of this Article 28 shall survive the expiration or earlier termination of this License.

29. Choice of Law, Venue and Attorneys' Fees. In any dispute under this License, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this License shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this License shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Article 29 shall survive the expiration or earlier termination of this License.

30. Survival Clause. All provisions in this License that logically ought to survive the expiration or earlier termination of this License shall survive the expiration or earlier termination of this License. This includes by way of example: all provisions imposing obligations that will not be triggered until the License is terminated, all indemnification provisions; all limitation of remedies and damages provisions; and all provisions waiving claims. The fact that certain provisions in this License expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Article 30 to other provisions in the License.

31. Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

32. Recording. No later than ten (10) days after this License has been executed by City and Licensee, it shall be recorded by City in the official records of Maricopa County, Arizona. City

shall only record this License against the License Area, and not against Licensee Property, notwithstanding references in this License to Licensee's Property. If City fails or refuses to record this License, Licensee may cause this License to be recorded.

33. Authority. The Parties to this License represent to each other that they have full power and authority to enter into this License and the individuals signing on behalf of each Party is duly authority to bind such Party.

34. Counterparts. This License may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. A manually signed copy of this License delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this License provided however, Licensee shall deliver an original to City for recordation in the Official Records of Maricopa County.

35. Page Numbering. The page numbering of this License is exclusive of the Exhibits attached hereto.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this License the Parties have caused this License to be executed by their duly appointed representatives.

[Signatures of the Parties and Exhibits Appear on the Following Pages]

CITY OF GOODYEAR,
an Arizona municipal corporation:

By: Wynette Reed
Its: City Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____ ,
2024 by Wynette Reed, the City Manager of the City of Goodyear, an Arizona municipal
corporation, for and on behalf of the said municipal corporation.

Notary Public

My Commission Expires: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LICENSEE:

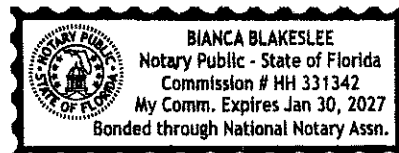
PLUTO ENERGY STORAGE, LLC,
a Delaware limited liability company

By: *Anthony Pedroni*
Name: Anthony Pedroni
Its: Authorized Signatory

STATE OF Florida)
County of Palm Beach) ss.

The foregoing instrument was acknowledged before me this 19 day of August 2024, by Anthony Pedroni the Authorized Signatory of PLUTO ENERGY STORAGE, LLC, a Delaware limited liability company who acknowledged that he signed the foregoing instrument on behalf of Licensee, PLUTO ENERGY STORAGE, LLC, a Delaware limited liability company.

Bianca Blakeslee
Notary Public



My Commission Expires: 1-30-2027

[Exhibits Appear on Following Pages]

EXHIBIT A

Legal Description of the License Area

DESCRIPTION FOR RIGHT-OF-WAY CROSSING PERMIT SARIVAL AVENUE, CITY OF GOODYEAR, ARIZONA

A portion of the Right-of-Way of Sarival Avenue, situated in the Southwest quarter of Section 19, Township 1 North, Range 1 West and the Southeast quarter of Section 24, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 24, being marked with a brass cap in a handhole, said point being South 00 degrees 00 minutes 00 seconds East 2551.24 feet from the West quarter corner of said Section 19, being marked with a brass cap in a handhole;

Thence, along the East line of the Southeast quarter of said Section 24, North 00 degrees 00 minutes 00 seconds West 1376.91 feet to the POINT OF BEGINNING;

Thence South 67 degrees 01 minutes 27 seconds West 59.74 feet to a point on the West Right-of-Way line of said Sarival Avenue;

Thence, along said West Right-of-Way line North 00 degrees 00 minutes 00 seconds East 59.74 feet;

Thence North 67 degrees 01 minutes 27 seconds East 103.49 feet;

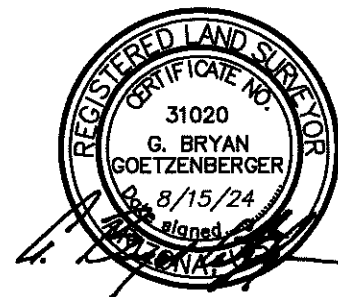
Thence South 89 degrees 23 minutes 05 seconds East 14.72 feet to a point on the East Right-of-Way line of said Sarival Avenue;

Thence, along said East Right-of-Way line, South 00 degrees 00 minutes 00 seconds West 55.00 feet;

Thence North 89 degrees 23 minutes 06 seconds West 3.82 feet;

Thence South 67 degrees 01 minutes 27 seconds West 55.59 feet to the POINT OF BEGINNING.

Comprising 0.150 acres or 6,527 square feet, subject to all easements of record.



JOB NO.: 230847
SECTIONS: 19 24
TOWNSHIP: 1 NORTH 1 NORTH
RANGE: 1 WEST 2 WEST
DATE: AUGUST 15, 2024
SHEET 1 OF 3

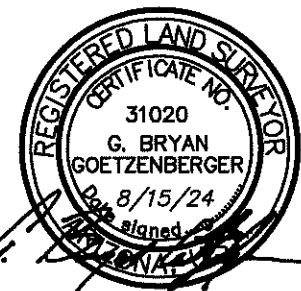
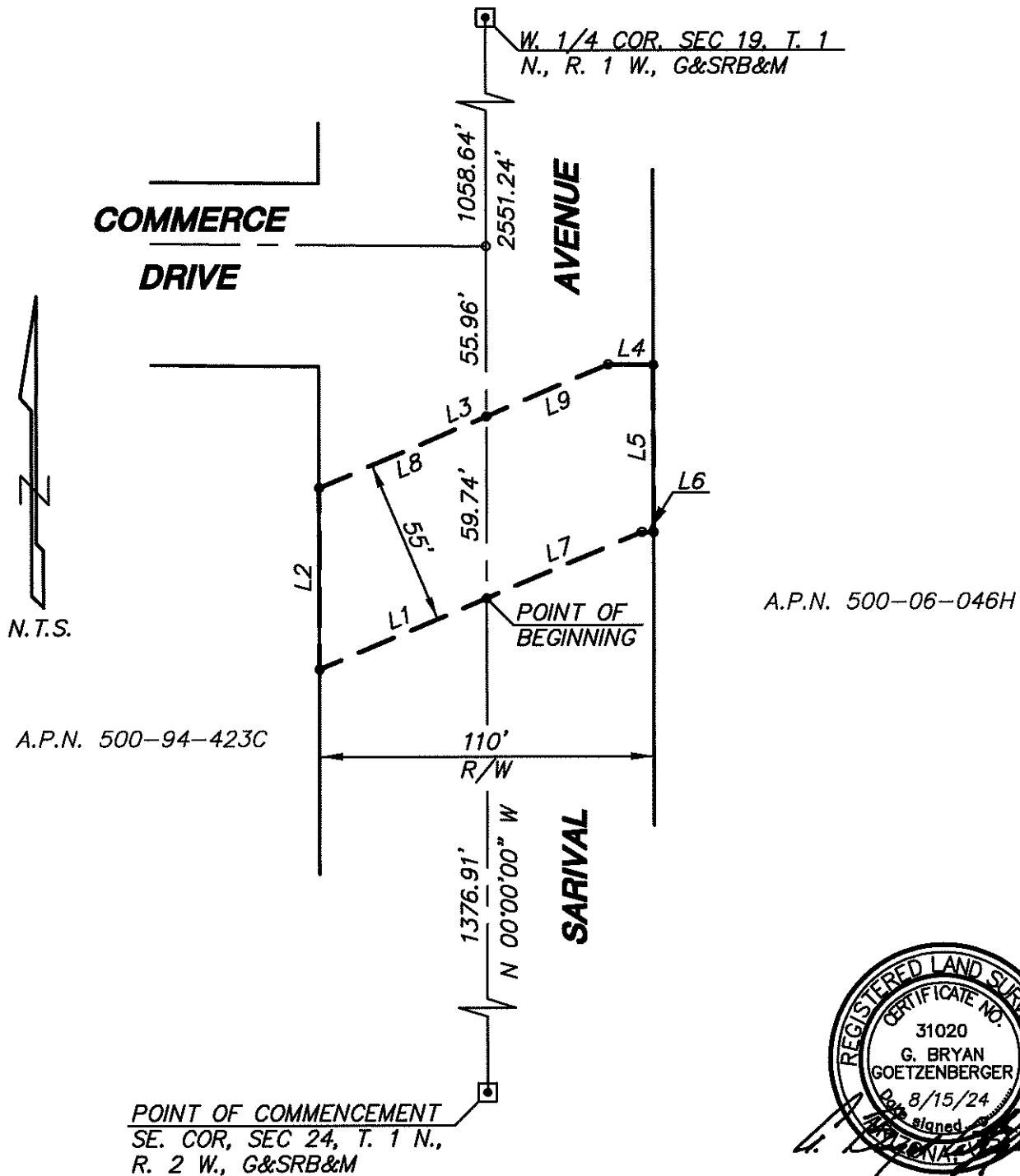


www.alliancelandsurveying.com

7900 N. 70th AVENUE
SUITE 104
GLENDALE, AZ 85303
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contactus@azals.com

EXHIBIT FOR RIGHT-OF-WAY CROSSING PERMIT SARIVAL AVENUE, CITY OF GOODYEAR, ARIZONA



JOB NO.: 230847
 SECTIONS: 19 24
 TOWNSHIP: 1 NORTH 1 NORTH
 RANGE: 1 WEST 2 WEST
 DATE: AUGUST 15, 2024
 SHEET 2 OF 3

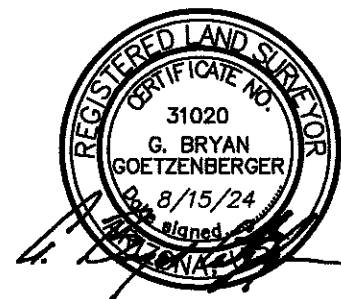


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LINE TABLE FOR RIGHT-OF-WAY CROSSING PERMIT SARIVAL AVENUE, CITY OF GOODYEAR, ARIZONA

LINE	BEARING	DISTANCE
L1	S 67°01'27" W	59.74'
L2	N 00°00'00" E	59.74'
L3	N 67°01'27" E	103.49'
L4	S 89°23'05" E	14.72'
L5	S 00°00'00" W	55.00'
L6	N 89°23'06" W	3.82'
L7	S 67°01'27" W	55.59'
L8	N 67°01'27" E	59.74'
L9	N 67°01'27" E	43.75



JOB NO.: 230847
 SECTIONS: 19 AND 24
 TOWNSHIP: 1 NORTH 1 NORTH
 RANGE: 1 WEST 2 WEST
 DATE: AUGUST 15, 2024
 SHEET 3 OF 3



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 LAND SURVEYING, LLC

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