



2023 00017051

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Recorded: 10/30/2023 03:18 PM

# Grant of Easement

THIS GRANT OF EASEMENT ("Agreement") is made on October 24, 2023 by and between the undersigned members of the Board of Trustees of the Bixby Court Condominium Trust (hereinafter referred to as the "Board") under Declaration of Trust (the "Declaration") dated June 16, 2000 and recorded with Hampshire County Registry of Deeds (the "Registry") in Book 5960, Page 0182; and as amended, dated and recorded in the Registry on November 20, 2000 in Book 6068, Page 0304; as amended, dated July 1, 2004 and recorded in the Registry on July 20, 2004 in Book 7910, page 8; as amended, dated October 13, 2004 and recorded in the Registry on November 9, 2005 in Book 8511, page 1; as amended, dated February 13, 2013 and recorded in the Registry on April 16, 2013 in Book 11284, page 59; as amended, dated July 20, 2015 and recorded in the Registry on July 22, 2015; and as amended, dated April 13, 2019 and recorded in the Registry on June 5, 2019

AND

Jonathan Kilbourn and Wendy M. Berg (the "Unit Owner").

WHEREAS, the Board is the owner of the condominium known as Bixby Court Condominium (the "Condominium"), located at Bixby Court in Northampton, Massachusetts, created by Master Deed recorded with the Registry in Book 5960, Page 0171 (the "Master Deed"); and

WHEREAS, the Unit Owner is the owner of 12 Bixby Court (the "Unit") of the Condominium by the Unit deed dated November 30, 2021 and recorded with the Registry in Book 14369, Page 161; and

WHEREAS, the Unit Owner desires to install a solar photovoltaic system (together, with all appurtenances and connections, hereinafter referred to as the "Equipment") on a portion of the common roof (the "Roof") of the Condominium building, located directly above Unit 12, and connecting to the Unit through other common areas of the Condominium, all as shown on the Plans, defined below (all such equipment, together with all appurtenances and connections, is hereafter referred to as the "Equipment"); and

WHEREAS, the Unit Owner has submitted plans and specifications (together, the "Plans"; see attached Exhibit A, p. 1-3) for installation of the Equipment on the Roof to the Board, which Plans have been approved by the Board; and

WHEREAS, the Board has agreed to grant the Unit Owner an easement to install and maintain the Equipment on the Roof above the Unit ("Easement Area") in accordance with the Plans; and

WHEREAS, the owner of unit 14 whose garage roof is immediately adjacent to a portion of the Roof (porch roof) on which the Equipment will be installed has provided her written consent to this grant of easement pursuant to the provision of G.L. c. 183A, Section 5(b), as amended.

NOW THEREFORE, in consideration of the above recitals which are hereby affirmed and for consideration of One Dollar (\$1.00) paid, and in mutual consideration of the covenants contained herein, the parties hereto agree as follows:

1. The Board hereby grants the Unit Owner the right and easement to install the Equipment on the Roof above the Unit and to connect the Equipment to the Unit through the common

areas of the Condominium in the Easement Area in accordance with the Plans and to operate, maintain, repair, replace and decommission said Equipment at any time and from time to time as deemed necessary by the Unit Owner in its reasonable discretion. The Board further grants the Unit Owner the right to access the Roof and common areas of the Condominium at any time and from time to time, upon prior notice to the Board (except in the case of emergency) in order to exercise the easement and rights granted hereunder. The equipment shall remain the personal property of the Unit Owner and no part of it shall become or be deemed a fixture, notwithstanding the manner in which the Equipment may be attached to the Roof or other common areas of the Condominium and the Board shall have no right, title or interest in the Equipment or any component thereof, notwithstanding that such Equipment or portions thereof may be physically mounted or adhered to the Roof and other common areas of the Condominium. Installation shall be performed by a qualified and insured contractor, in a good and workmanlike manner and pursuant to all applicable permits required by the City of Northampton, copies of which shall be provided to the Board prior to installation. The Unit Owner shall also provide the Board with a certificate of the contractor's insurance, in the amount of one million dollars (\$1,000,000.00) and in a form reasonably satisfactory to the Board, naming the Board as an additional insured.

2. None of the Equipment shall constitute Common Elements of the Condominium and the Unit Owner shall be solely responsible for maintaining, repairing and replacing the Equipment as the Unit Owner deems necessary from time to time, at the Unit Owner's sole cost and expense, except for damage caused by the Board, its agents, servants and employees which damage the Board shall repair in a good and workmanlike manner within thirty (30) days of being notified of such damage by the Unit Owner. The Unit Owner shall arrange for disconnecting and temporarily removing the Equipment when requested by the Board, in its commercially reasonable discretion, solely for the purpose of repair and/or replacement of the Roof, its appurtenances or building components. The Unit Owner shall pay for all costs related thereto, including any costs of re-installation, provided that the Board shall make reasonable efforts to avoid and minimize any need for repair or re-installation.
3. The Board shall not conduct or permit activities on or about the portion of the Roof on which the Equipment is located that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting the Equipment. Without limiting the generality of the foregoing, the Board shall not permit the planting of trees or the growth of tree branches nor erect or permit the erection of any temporary or permanent equipment or structures that block or impede the access of sunlight to the Equipment, and the Unit Owner shall be entitled to remove, store, and dispose of any such trees, tree branches, equipment or structures that the Board does not remove within thirty (30) days of written notice of the need for such removal delivered by the Unit Owner to the Board and charge all costs thereof to the Condominium as a common expense.
4. The Unit Owner shall not remove the Equipment without prior written notification to the Board, and, in case of such removal, the Unit Owner shall restore the portion of the Roof and other common areas affected thereby to approximately the same condition they were in prior to the installation thereof, reasonable wear and tear and damage by fire or other casualty excepted (the "Restoration").
5. The Unit Owner shall indemnify and hold harmless the Board, its agents, servants and employees, and the other unit owners of the Condominium for and from any and all damage or loss to persons or property resulting from the installation, use, maintenance, repair or removal of the Equipment, except to the extent caused by the negligence or willful misconduct of an indemnified party hereunder.
6. Upon failure of either party (the "Defaulting Party") to perform any of its obligations pursuant to this Agreement within sixty (60) days after written notice thereof from the

other party (the "Non-Defaulting Party") (except in case of emergency), the Non-Defaulting Party may proceed to perform said obligations on the Default Party's behalf. All reasonable costs incurred by the Non-Defaulting Party in the performance thereof shall be charged to the Defaulting Party and paid promptly upon request. Upon such default of the Unit Owner, the Board may also terminate the Unit Owner's rights hereunder by written notice to the Unit Owner and require the Unit Owner to perform its obligations.

7. The foregoing shall not be construed as a limitation of the remedies available to a Non-Defaulting Party upon a default by a Defaulting Party hereunder, at law or in equity, which remedies shall be cumulative and not exclusive.
8. The Unit Owner agrees to pay all reasonable costs incurred by the Board in connection with this Agreement as required by G.L. c. 183A. In addition, all reasonable costs incurred by the Board in the enforcement of this Agreement, including reasonable attorney's fees, shall be assessed to the Unit Owner. Such costs, together with any other reasonable costs or expenses assessed to the Unit Owners by the Board pursuant to this Agreement, and all costs of collection (including reasonable attorney's fees), shall constitute a lien on the Unit until paid, and may be collected by the Board in the same manner as unpaid common charges.
9. The Board acknowledges and agrees that it is satisfied that the Roof of the Unit is structurally capable of handling the Equipment, based upon the Board's review of a signed and stamped report by a licensed structural engineer declaring that the roof of the unit is capable of handling the equipment. The Board represents and warrants to the Unit Owner there is no matter of record that might prohibit or materially interfere with this Agreement, that this Agreement has been approved in accordance with all applicable provisions of the Master Deed, the Declaration and the Bylaws of the Condominium and in accordance with applicable law, and that the Board has been duly authorized to enter into this Agreement with the Unit Owner.
10. This Agreement shall constitute a covenant running with the land, and shall inure to the benefit of, and be binding upon, any successors in title to the Unit Owner and the Board and may be amended only by an instrument in writing signed by the Unit Owner and the Board.

Executed under seal this 24<sup>th</sup> day of October, 2023.

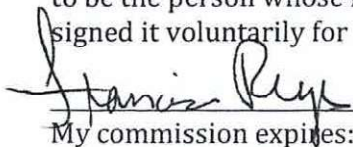
A MAJORITY OF THE TRUSTEES OF THE CONDOMINIUM TRUST

 Leland Reimer, Trustee

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF HAMPSHIRE, ss

On this 24<sup>th</sup> day of October, 2023, before me, the undersigned notary public, personally appeared the above-named Leland Reimer, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was Mass Driver's License, to be the person whose name is signed on the above document, and acknowledged to me that he signed it voluntarily for its intended purpose.

 Notary public  
My commission expires: \_\_\_\_\_



**FRANCISCA REYES**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 12, 2025

Shearman Taber  
Shearman Taber, Trustee

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF HAMPSHIRE, ss

On this 24<sup>th</sup> day of October, 2023, before me, the undersigned notary public, personally appeared the above-named Shearman Taber, Trustee and Unit Owner of adjacent unit, 10 Bixby Court, as aforesaid, proved to me through satisfactory evidence of identification, which was

Mass Driver's License

to be the person whose name is signed on the above document, and acknowledged to me that he signed it voluntarily for its intended purpose.

Francisca Reyes Notary public

My commission expires:



**FRANCISCA REYES**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 12, 2025

Maxwell Prior Maxwell Prior, Trustee

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF HAMPSHIRE, ss

On this 24<sup>th</sup> day of October, 2023, before me, the undersigned notary public, personally appeared the above-named Maxwell Prior, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was

Mass Drivers License

to be the person whose name is signed on the above document, and acknowledged to me that he signed it voluntarily for its intended purpose.

Francisca Reyes Notary public

My commission expires: \_\_\_\_\_



**FRANCISCA REYES**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 12, 2025

AND

Jonathan Kilbourn Jonathan Kilbourn, 12 Bixby Court, Unit Owner

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF HAMPSHIRE, ss

On this 24<sup>th</sup> day of October, 2023, before me, the undersigned notary public, personally appeared the above-named Jonathan Kilbourn, Unit Owner as aforesaid, proved to me through satisfactory evidence of identification, which was

drivers license

to be the person whose name is signed on the above document, and acknowledged to me that he signed it voluntarily for its intended purpose.

Jeanne Lameria Pandolfi Notary public



My commission expires: Oct. 12, 2029

Wendy M. Berg Wendy M. Berg, 12 Bixby Court, Unit Owner  
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF HAMPSHIRE, ss

On this 24<sup>th</sup> day of October, 2023, before me, the undersigned notary public, personally appeared the above-named Wendy M. Berg, Unit Owner as aforesaid, proved to me through satisfactory evidence of identification, which was Mass Drivers License, to be the person whose name is signed on the above document, and acknowledged to me that she signed it voluntarily for its intended purpose.

Francisca Reyes Notary public

My commission expires: \_\_\_\_\_



**FRANCISCA REYES**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 12, 2025

Assented to by:

Nira Harper Elkins Nira Harper Elkins, Unit Owner of 14 Bixby Court, unit adjoining roof and solar panels of Unit 12

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF HAMPSHIRE, ss

On this 24<sup>th</sup> day of October, 2023, before me, the undersigned notary public, personally appeared the above-named Nira Harper Elkins, Unit Owner of adjacent unit, 14 Bixby Court, as aforesaid, proved to me through satisfactory evidence of identification, which was

Mass Drivers License, to be the person whose name is signed on the above document, and acknowledged to me that she signed it voluntarily for its intended purpose.

Francisca Reyes Notary public

My commission expires: \_\_\_\_\_



**FRANCISCA REYES**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 12, 2025

# Vreeland Design Associates

An integrative approach to design engineering and site planning

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Date: October 27, 2023

To: Justin Annis  
NorthEast Solar  
136 Elm Street  
Hatfield, MA 01038

From: David Vreeland, P.E.  
Vreeland Design Associates

Re: Jonathan Kilbourn, 12 Bixby Court, Northampton, MA: Structural assessment of existing house and porch roofs to support the proposed PV solar panel arrays.

I have investigated the existing roof framing in the areas of the proposed PV solar panel installations. The 2-story, 22' x 38' house with an 8' x 22' entry porch off the front gable end was constructed in 2000. 16 PV solar panels are to be installed on the west facing roof of the house and 4 solar panels on the south facing roof of the porch. The house roof is framed with 2x8 rafters installed 16" on-center, spanning 10'-6" with a 9/12 pitch. 2x6 ceiling joists are secured to the bottom of the rafters preventing the roof from spreading. The porch roof appears to be framed with 2x6 rafters installed 16" on-center, spanning 7'-6" with a 4.5/12 pitch. The roofing is composite asphalt shingles.

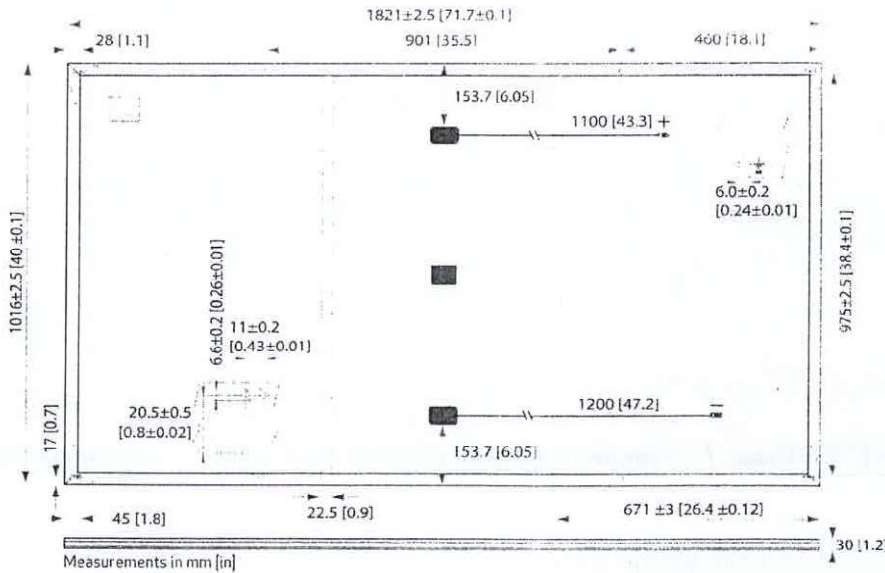
I have reviewed the mounting details for the proposed PV solar panel arrays. Based on my calculations and a PV solar panel unit weight of 46± lbs, with the attachment points of the arrays placed at a maximum of 4' on center and staggered to minimize the load to any one rafter, the house and porch roof framing are adequate to support the proposed PV solar panel arrays and the snow and wind load requirements of the current 9<sup>th</sup> Edition of the MA State Building Code for the City of Northampton.

Please contact me if you have any questions or need additional information.

Sincerely,

*David Vreeland*  
David Vreeland, PE  
Vreeland Design Associates





**GENERAL DATA**

Cell type:	132 half-cut RECHeterojunction cells with lead-free, gapless technology 6 strings of 22 cells in series	Connectors:	Stäubli MC4PV-KBT4/KST4, 12AWG (4mm <sup>2</sup> ) in accordance with IEC 62852 IP68 only when connected
Glass:	0.13 in (3.2 mm) solar glass with anti-reflection surface treatment	Cable:	12AWG (4mm <sup>2</sup> ) PV wire, 43+47 in (11+1.2m) accordance with EN 50618
Backsheet:	Highly resistant polymer (black)	Dimensions:	71.7 x 40 x 1.2 in (1821 x 1016 x 30 mm)
Frame:	Anodized aluminum (black)	Weight:	45 lbs (20.5 kg)
Junction box:	3-part, 3 bypass diodes, IP68 rated in accordance with IEC 62790	Origin:	Made in Singapore

**ELECTRICAL DATA**

Product Code: RECxxxAA Pure

	385	390	395	400	405
Power Output - P <sub>MAX</sub> (Wp)	385	390	395	400	405
Watt Class Sorting - (W)	0/+5	0/+5	0/+5	0/+5	0/+5
Nominal Power Voltage - V <sub>MPP</sub> (V)	41.2	41.5	41.8	42.1	42.4
Nominal Power Current - I <sub>MPP</sub> (A)	9.35	9.40	9.45	9.51	9.56
Open Circuit Voltage - V <sub>OC</sub> (V)	48.5	48.6	48.7	48.8	48.9
Short Circuit Current - I <sub>SC</sub> (A)	10.18	10.19	10.20	10.25	10.30
Power Density (W/sq ft)	19.3	19.6	19.8	20.1	20.3
Panel Efficiency (%)	20.8	21.1	21.3	21.6	21.9
Power Output - P <sub>MAX</sub> (Wp)	293	297	301	305	309
Nominal Power Voltage - V <sub>MPP</sub> (V)	38.8	39.1	39.4	39.7	40.0
Nominal Power Current - I <sub>MPP</sub> (A)	7.55	7.59	7.63	7.68	7.72
Open Circuit Voltage - V <sub>OC</sub> (V)	45.7	45.8	45.9	46.0	46.1
Short Circuit Current - I <sub>SC</sub> (A)	8.16	8.20	8.24	8.28	8.32

Values at standard test conditions (STC: air mass AM1.5, irradiance 1075 W/sq ft (1000 W/m<sup>2</sup>), temperature 77°F (25°C), based on a production spread with a tolerance of P<sub>MAX</sub>, V<sub>OC</sub> & I<sub>SC</sub> ±3% within one watt class. Nominal module operating temperature (NMOT: air mass AM1.5, irradiance 800 W/m<sup>2</sup>, temperature 68°F (20°C), windspeed 3.3 ft/s (1 m/s). \*Where xxx indicates the nominal power class (P<sub>nom</sub>) at STC above.

**CERTIFICATIONS**

IEC 61215:2016, IEC 61730:2016, UL 61730	
IEC 62804	PID
IEC 61701	Salt Mist
IEC 62716	Ammonia Resistance
UL 61730	Fire Type Class 2
IEC 62782	Dynamic Mechanical Load
IEC 61215-2:2016	Hailstone (35mm)
IEC 62321	Lead-free acc. to RoHS EU 863/2015
ISO 14001:2004, ISO 9001:2015, OHSAS 18001:2007, IEC 62941	



**WARRANTY**

	Standard	REC ProTrust	
Installed by an REC Certified Solar Professional	No	Yes	Yes
System Size	All	<25 kW	25-500 kW
Product Warranty (yrs)	20	25	25
Power Warranty (yrs)	25	25	25
Labor Warranty (yrs)	0	25	10
Power in Year 1	98%	98%	98%
Annual Degradation	0.25%	0.25%	0.25%
Power in Year 25	92%	92%	92%

See warranty documents for details. Conditions apply

**MAXIMUM RATINGS**

Operational temperature:	-40 ... +185°F (-40 ... +85°C)
Maximum system voltage:	1000 V
Maximum test load (front):	+7000 Pa (146 lbs/sq ft)
Maximum test load (rear):	-4000 Pa (83.5 lbs/sq ft)
Max series fuse rating:	25 A
Max reverse current:	25 A

\* See installation manual for mounting instructions. Design load = Test load / 1.5 (safety factor)

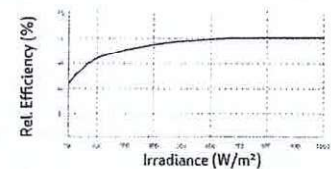
**TEMPERATURE RATINGS\***

Nominal Module Operating Temperature:	44°C (±2°C)
Temperature coefficient of P <sub>MAX</sub> :	-0.26 %/°C
Temperature coefficient of V <sub>OC</sub> :	-0.24 %/°C
Temperature coefficient of I <sub>SC</sub> :	0.04 %/°C

The temperature coefficients stated are linear values

**LOW LIGHT BEHAVIOUR**

Typical low irradiance performance of module at STC:



Founded in 1996, REC Group is an international pioneering solar energy company dedicated to empowering consumers with clean, affordable solar power. As Solar's Most Trusted, REC is committed to high quality, innovation, and a low carbon footprint in the solar materials and solar panels it manufactures. Headquartered in Norway with operational headquarters in Singapore, REC also has regional hubs in North America, Europe, and Asia-Pacific.



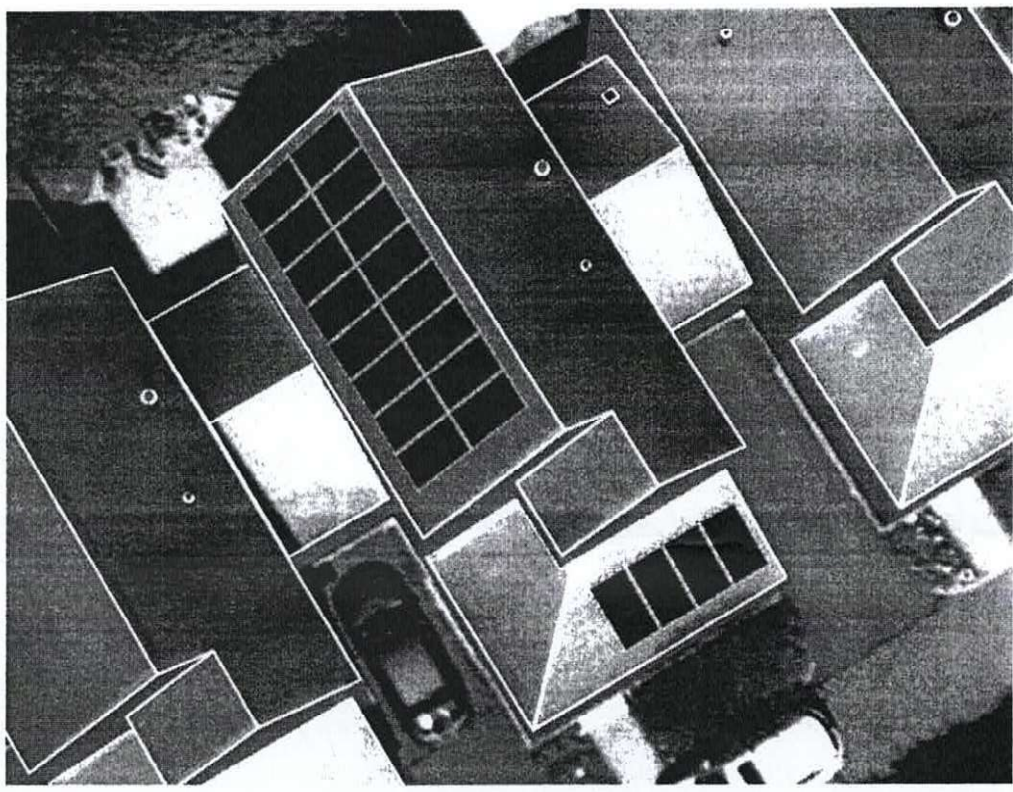
www.recgroup.com



Specifications subject to change without notice.

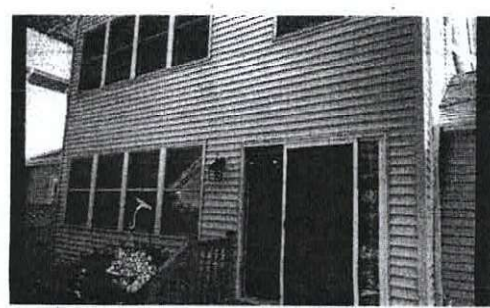
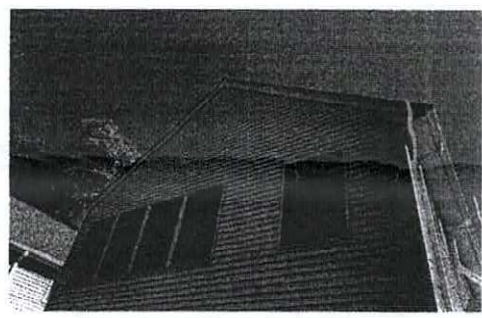
Ref: PM-DS-12-01-Rev-C 10/21

P.S



3/4" metallic conduit to be on the rear house wall. Likely location is to mimic existing gutter path near the corner (behind the garage)

3/4" metallic conduit to come off porch roof on west wall, to then go into basement



ATTEST: *Mary Olberding* HAMPSHIRE REGISTER  
MARY OLBERDING