

November 6, 2020

Mr. Lee Jay Feldman, Planner
Town of Waterboro
24 Townhouse Road
East Waterboro, ME 04030

Subject: Site Plan Review Application
4.86 MW (AC) Solar Array
Waterboro, Maine

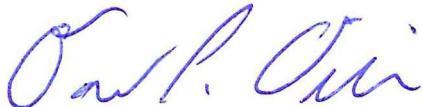
Dear Mr. Feldman:

On behalf Hep Waterboro SPV, LLC. (HEP), Sevee & Maher Engineers, Inc. (SME) is pleased to submit twelve (12) copies of a Site Plan Review Application for a 4.86 MW (AC) Solar Array located on a leased parcel of land at 89 McLucas Road in Waterboro, Maine. We have also included a check for \$100 payable to the Town of Waterboro to cover the application fee for the project.

We appreciate your consideration of our application and look forward to reviewing the project in more detail with the Planning Board on December 3, 2020. Please feel free to contact me at 207.829.5016 or dpd@smemaine.com if you have any questions or need additional information.

Very truly yours,

SEVEE & MAHER ENGINEERS, INC.



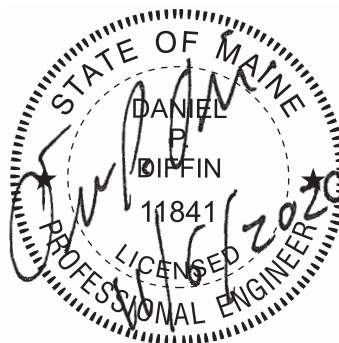
Daniel P. Diffin, P.E., LEED AP BD+C
Vice President/Senior Civil Engineer

Attachments

**TOWN OF WATERBORO
SITE PLAN REVIEW APPLICATION
4.86 MW (AC) SOLAR ARRAY
WATERBORO, MAINE**

Prepared for

HEP WATERBORO SPV, LLC
57 Exchange Street, Suite 100
Portland, Maine



November 2020

4 Blanchard Road
P.O. Box 85A
Cumberland, Maine 04021
Phone: 207.829.5016 sme-engineers.com

SME 
SEVEE & MAHER
ENGINEERS

ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE

**TOWN OF WATERBORO
PLACEMENT ON
PLANNING BOARD AGENDA**

Date received: 11/6/2020

APPLICATION TO BE PLACED ON PLANNING BOARD AGENDA Site Plan Application

I, HEP Waterboro SPV, LLC

Address: 57 Exchange Street, Suite 1000 Tax Map # 7 Lot # 51

Portland, Maine Zone Conservation (C) and Forest and Agriculture (F&A)

Site: 89 Mclucas Road, Waterboro, ME Telephone # 207-747-4800

HEREBY MAKE APPLICATION TO BE PLACED ON THE AGENDA OF THE WATERBORO PLANNING BOARD:

Nature of business to be presented before the board:

Installation of a 5 MW (AC) Ground Mounted Solar Array

Is the project in the Shoreland Zone? yes no

Estimate of time necessary for presentation: 30 min 45 min

Name (s) of person (s) who will be appearing before the Planning Board:
Daniel Diffin, P.E. (Sevee & Maher Engineers),

Please file this form with the Code Enforcement Officer, at which time a **non-refundable fee*** must be paid. You will be notified of the date and time you are to appear. **You shall notify all abutters of your property of the date, time and purpose of your meeting and allow them 10 days prior to the meeting date to submit any concerns they may have in writing to the Planning Board.** Attach the following information:

- Building permit application
- Diagram of the lot and project in relation to said lot
- Any other information to better review your application

WATERBORO PLANNING BOARD FEES*

<u> </u> Placement on agenda (informational)	N/A
<u> </u> Conditional use / set back reduction (includes relocation in Shoreland Zone)	\$100.00
<u> </u> Special Structures (Height modification)	\$50.00
<u> </u> Cluster development	\$100.00 +\$50.00 for each development review residential, commercial or industrial unit in the development
<u> </u> Planned Unit	\$100.00 +\$50.00 for each development review residential, commercial or industrial unit in the development
<u> </u> Temporary Use Review	\$50.00

Received Date: _____
Receiver Initials: _____

WAIVER REQUEST FORM

Town of Waterboro, Maine

If there is more than one waiver requested, each waiver request is to be individually listed and described, as each waiver is considered individually by the Town of Waterboro Planning Board. Each petition for waiver shall be submitted in writing by the applicant with the application (site plan or subdivision) for review. The request shall fully state the reasons for which the waiver is requested and any/all facts supporting the request. Additionally, each waiver that may be granted by the Planning Board, shall be listed on the approved site or subdivision plan.

Name of Site/Subdivision Plan: HEP Waterboro SPV, LLC, Waterboro Solar Array
Site/Subdivision Location: 89 Mclucas Road, Waterboro, ME
Map #: 7 Lot#: 51 Zoning: Conservation and Forest and Agriculture
Owner(s) HEP Waterboro SPV, LLC
Address of Owners: 57 Exchange Street, Suite 1000, Portland, Maine
Phone #: 207-747-4800 Email: t.donnelly@hep.global
Land Surveyor: n/a
Phone #: n/a Email: n/a
Engineer: Sevee & Maher Engineers
Phone #: 207-829-5016 Email: dpd@smemaine.com

I n/a seek the following described waiver to the Town of Waterboro: (Be specific and reference sections of Site Plan, Zoning or Subdivision Ordinances)

No waivers requested

n/a

Signature of Owner/Applicant

Date of submittal

Review Date by Planning Board: _____

Planning Board Decision: _____

Approved, Approved with Modifications, Denied (with reasons)

SITE PLAN REVIEW SUBMISSIONS CHECKLIST

Applicant Name HEP Waterboro SPV, LLC

Date 11/6/2020

Map / Lot / Zone Map 7, Lot 51, Conservation and Forest and Agriculture Zone

This checklist has been prepared to assist applicants in developing project applications. It should be used as a guide in assembling the information necessary for a site plan review/Conditional Use project. However, the checklist does not substitute for the text of Article 2 section 2.09 of the most current Zoning Ordinance. The Planning Board, also, will be using the checklist to make sure that your application is complete. Once the checklist is filled out according to the instructions below it should be submitted with the application form and any supporting documents:

1. Indicate if the information has been submitted by checking the appropriate box in column 1;
2. At the initial Completeness Meeting with the Planning Board, the Board will review this list;
3. If you believe that a required submission is not applicable to your project, please discuss the matter with the Planning/Code Staff. If the staff agrees that the submission is not applicable the Planning/Code Officer will check the box in column 3;
4. If the Planning Staff denies a waiver request Planning/Code Officer will check the box in Column 4 and the Planning Board will make the determination at the Completeness Hearing.

Note that this checklist only covers the submission requirements for a site plan review/conditional use ordinance. If the Planning Board feels additional information is required to review a particular development they have the right to request that information.

		1	2	3	4
		Submitted by Applicant	Submission determined to be sufficient by the Planning Board	Submission determined not applicable by the Planning/Code Enforcement Officer.	Applicant requests waiver of Submission Requirement.
SITE PLAN REVIEW REQUIRED SUBMITTALS					
	12 copies of the plan(s) on 24"X36" paper at a scale of no greater than 1" to 100'	X			
	Boundaries of the site with abutting streets with widths indicated	X			
	Footprints of all buildings-showing the number of stories access and use	n/a			
	Layout and location of off -street parking; loading; and access drives; and vehicular maneuver-areas to conform to standards set forth in Article 5 of this ordinance.	X			
	Location of all signs, gasoline pumps and other free standing structures.	X			
	Location direction and type of outdoor lighting	n/a			
	Location of all utilities	X			
	Topography of a contour interval not greater than two feet showing the effects of drainage from the site upon adjacent property. A greater contour interval may be used if the Planning Board determines that the plan is adequate to evaluate site conditions	X			
	The applicant shall, in addition submit for any project utilizing an on-site septic disposal system has a design system flow in excess of 800 gallons/day or if predominantly made up of non-typical septic waste, a hydrogeological impact study prepared by a State of Maine licensed Geologist or a State of Maine licensed Professional Engineer with expertise in hydrogeology. The study shall contain at a minimum the following components:	n/a			

	<p>a. A map showing the soil types using the Unified Soil Classification System (USCS);</p> <p>b. Groundwater levels and flow rates through the site, and the aquifer type;</p> <p>c. An analysis of surface drainage conditions and their relationship to off-site conditions;</p> <p>d. Data on existing groundwater quality and quantity for the site. Collection of this data can either be provided by test wells on the proposed site or by existing wells on abutting properties, provided that the data collected from those wells would represent the groundwater on the site. If public water is to be used, the applicant shall submit a written statement from the Waterboro Water District that it can provide adequate water service to the proposed development;</p> <p>e. A calculation of average nitrate nitrogen levels on-site after development and a calculation of nitrate nitrogen levels at the down-gradient property line(s). These calculations should be done under simulated conditions of both normal rainfall and drought;</p> <p>f. A map showing the recommended sites for the subsurface wastewater disposal system(s) and well(s) on the site.</p>	n/a			
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NO APPLICATION WILL BE SCHEDULED TO GO BEFORE THE PLANNING BOARD UNTIL THE PLANNING STAFF HAS REVIEWED THE APPLICATION PACKET AND SIGNED THIS FORM!

PLANNING STAFF

Date

CODE ENFORCEMENT OFFICE STAFF

Date

FIRE DEPARTMENT STAFF

Date

DEPARTMENT OF PUBLIC WORKS STAFF

Date

Section 2.10 Site Plan Review Standards

A. In reviewing a site plan application, the Planning Board shall require the applicant to provide written evidence that the following standards have been met unless they are found to be not applicable to a particular project:

1. The proposed development meets the definitions and/or requirements set forth in the Zoning Ordinance;
2. The proposed development will not create fire safety hazards by not providing adequate access to the site, or to the buildings on the site, for emergency vehicles; or adequate fire suppression systems;
3. The proposed exterior lighting will not create hazards to motorists traveling on adjacent public streets; be inadequate for the safety of occupants or users of the site or will damage the value and diminish the usability of adjacent properties;
4. The provisions for buffers and on-site landscaping provides adequate protection to neighboring properties from detrimental features of the development;
5. The proposed development will not have a significant detrimental effect on the use and peaceful enjoyment of abutting property as a result of noise, vibrations, fumes, odor, dust, glare or other cause;
6. The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets will not create hazards to safety or will not impose significant burdens on public facilities which could be avoided by reasonable modification of the plan;
7. The bulk, location, height or design of proposed buildings, structures or paved areas, or the proposed uses thereof, will not have a significant detrimental effect on private development on adjacent properties, or on the value of adjacent properties which could be avoided by reasonable modifications of the plan;
8. The design of the site will not result in significant flood hazards or flood damage and is in conformance with applicable flood hazard protection requirements;
9. Adequate provisions have been made for the disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;
10. Adequate provisions have been made to control erosion or sedimentation;
11. Adequate provisions have been made to handle storm water run-off or other drainage problems on the site and any proposed stormwater detention ponds are adequate to serve stormwater on or from the site;
12. The proposed water supply will meet the demands of the proposed use and is adequate for fire protection purposes;

13. Adequate provisions have been made for the transportation, storage and disposal of hazardous substances and materials as defined by state law and the Hazardous Waste Ordinance;
 14. The proposed use will not have an adverse impact on significant scenic vistas or on significant wildlife habitat which could be avoided by reasonable modification of the plan;
 15. The project will not increase nitrate nitrogen concentrations in surface or groundwater at the property line of the site in excess of State of Maine Drinking Water Standards. If groundwater contains contaminants in excess of the primary drinking water standards and the project is to be served by on site groundwater supplies, the applicant shall demonstrate how water quality will be improved or treated to meet applicable standards.
- B. Statement of Findings: All findings by the Planning Board under this section shall be accompanied by written statements that set forth with particularity the precise reasons why the findings were made. The Statement of Findings shall be provided to applicant within ten (10) business days after vote and adjournment.

Section 2.11 Administration

- A. Where the Board determines that, due to conditions existent in a proposed development, the provision of certain improvements otherwise required by this ordinance is not necessary to the public interest, or is inappropriate because of inadequacy or lack of prerequisite facilities in proximity to the proposed site, it may waive such requirements, subject to appropriate conditions as will, in its judgment, secure substantially the objectives of the requirements so varied or modified, and of this ordinance in general. The Planning Board shall require a public hearing upon initial review of the application and at any point thereafter, with applicant bearing all responsibility for the cost of the hearing notice and the responsibility to notify abutters within 7 days prior to the hearing by certified mail. The applicant shall provide proof of the certified notices to the town. The remaining balance due, if any, shall be paid prior to final plan approval.
- B. If the Planning Board requires professional services to evaluate a proposal's or design's compliance with this ordinance, the expense of that review shall be borne by the applicant. The town's planning staff is considered to provide professional services to the community. The town staff shall provide the first five (5) hours of time on any project being reviewed by the Planning Board at no cost to the applicant. The estimated cost of the consultant's review fees shall be paid by the applicant to the Planning Board at the time the design subject to review is submitted. The remaining balance due, if any, shall be paid prior to final plan approval.
- C. Applicant shall provide a certified as built plan at the completion of the project to insure the construction was built according to the approved plans.
- D. The Planning Board shall require as a condition of approval that the applicant employ a clerk of the works to certify that the project is being built according to the approved plans except where

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APPENDIX B	NATURAL RESOURCES MAP
APPENDIX C	FEMA MAP
APPENDIX D	HABITAT MAPS
APPENDIX E	IPAC RESOURCE LIST

LIST OF FIGURES (END OF DOCUMENT)

Figure No.	Title
1	SITE LOCATION MAP

TOWN OF WATERBORO SITE PLAN REVIEW APPLICATION
4.86 MW (AC) SOLAR ARRAY
WATERBORO, MAINE

1.0 PROJECT DESCRIPTION

Hep Waterboro SPV, LLC, a wholly owned subsidiary HEP USA Project Development, LLC (HEP), proposes to construct a ground mounted solar array on a parcel of land off McLucas Road in Waterboro, Maine. The array will be a community scale development that will be operated by HEP to provide approximately 4.86 MW (AC) of clean energy for residents, businesses, and municipalities in Maine. The site was identified based on proximity to a utility substation available for connection, appropriate sun exposure, land slope, and availability. The leased parcel is mapped as a minimal flood hazard area. The location of the project is shown in Figure 1, Site Location Map. More details on the project site are outlined in the engineering drawing set attached to this application.

The solar array will be constructed on a leased area of slightly less than 20-acres on the current 137-acre parcel owned by Donald A. Pipe, Jr. A copy of the property deeds outlining ownership of the parcels and the lease agreement are included in Appendix A. The property is identified as Lot 51 of the Town of Waterboro Property Map 7 and located in the Conservation (C) and Forest and Agriculture (F&A) Zoning Districts.

The project area is primarily previously harvested forest with some logging trails. Remaining trees on the project site will be cleared for the installation of the solar array and to provide adequate setbacks for maximum sun exposure on the panels. A stream, wetlands, and a vernal pool were identified on the property by Northern Survey Engineering (NORSE) and Boyle Associates (Boyle). Details are included in the project plan set. A copy of Boyle's Natural Resources Map for the property is included in Appendix B.

Array layout was designed to minimize impact to existing natural resources on the property. Access to the project area will be new gravel access drive from McLucas Road. The proposed site access will use an existing street access, culvert, and stream crossing from previous harvesting operations to minimize impact to the existing stream.

The proposed array will consist of two cells. The western cell will consist of approximately 6.7 acres of solar panels constructed on a local high point in the west central portion of the property. The eastern cell will consist of approximately 11 acres of solar panels constructed on a south facing slope in the east central portion of the property. Each cell location was selected to provide optimal slope and solar exposure for energy production.

Site work will include seeding of the array area with a New England Meadow Mix, or approved equal, to provide meadow buffer treatment of the developed array areas. The project will include cutting slightly

less than 20 acres of trees for construction of the array, associated access drives, and appropriate sun exposure. The area of tree cutting will be grubbed, stumped, and graded for the footprint of the solar array modules. The modules proposed operate most efficiently on slopes less than 20 percent. As a result, portions of the site will be regraded to lessen the slope. The remaining site will be smoothed and graded for ease of construction and to prepare for final loam and seed.

The developed area of the array will include approximately 37,240 square feet of gravel access road with grasses shoulders. An additional 5,500 square feet of concrete pad are anticipated to support the electrical and battery equipment proposed at the site. The solar panels themselves are not considered impervious area; however, the supports for the modules are expected to total less than 500 square feet of impervious footprint. With these different impacts, the total new impervious area at the site is anticipated to be 43,420 square feet (0.99 acres). Final construction of the solar array will result in approximately 0.99 acres of impervious area, 17.70 acres of planted meadow buffer, and 1.25 acres of remaining area consisting primarily of vegetated embankment slopes adjacent to the new access road.

Based on the overall size of the proposed development and anticipated impervious area, this project will require a Maine Department of Environmental Protection (MEDEP) Stormwater Permit by Rule (PBR) notification prior to the start of construction. The project will also require a NRPA PBR Notification for a stream crossing to improve the existing bridge and culvert near the access road connection to McLucas Road. SME intends to prepare and submit this notification to the MEDEP in November 2020.

2.0 SITE PLAN REVIEW STANDARDS

A. This section outlines project conformance with the Site Plan Review Standards identified in Section 2.10 of the Town of Waterboro Zoning Ordinance:

1. *The proposed development meets the definitions and/or requirements set forth in the Zoning Ordinance;*

The current zoning ordinance does not include specific language to address solar arrays or photovoltaic installations. We anticipate this project will be viewed as a conditional use in the Conservation and Forest and Agricultural zoning districts, similar to communications towers, high voltage transmission poles, lines, and unmanned substations. We believe the proposed solar array will comply with the provisions of the municipal ordinance and avoid of harm to public or private interests.

2. *The proposed development will not create fire safety hazards by not providing adequate access to the site, or to the buildings on the site, for emergency vehicles; or adequate fire suppression systems;*

The gravel access drive is designed to provide safe access to the solar array for large tractor trailer delivery of solar array components. The access road will provide suitable site access for emergency vehicles, if necessary.

A fire suppression system is not proposed for the project. Solar array components are generally not combustible. Electric inverters, transformers, lithium batteries, and proposed equipment pose a minimal risk of fire. The panels themselves are silicon based and do not contain hazardous materials.

3. *The proposed exterior lighting will not create hazards to motorists traveling on adjacent public streets; be inadequate for the safety of occupants or users of the site or will damage the value and diminish the usability of adjacent properties;*

There are no exterior lights proposed for this project.

4. *The provisions for buffers and on-site landscaping provides adequate protection to neighboring properties from detrimental features of the development;*

The proposed solar array will be more than 85 feet from the closest property line, and additional clearing is not proposed within the 50-foot setback to provide visual screening to abutting properties. Additional landscaping is not proposed as part of this project.

5. *The proposed development will not have a significant detrimental effect on the use and peaceful enjoyment of abutting property as a result of noise, vibrations, fumes, odor, dust, glare or other cause;*

The proposed solar array will not produce significant vibrations, fumes, odor, dust, or glare for abutting properties. Once construction is completed, activity on site will be limited to periodic inspection and system maintenance, which is anticipated to occur less than twice per year.

- 6. *The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets will not create hazards to safety or will not impose significant burdens on public facilities which could be avoided by reasonable modification of the plan;***

Designated parking and loading areas are not proposed for the operation and maintenance of the solar array once construction is complete. The site is not designed for public vehicle or pedestrian circulation. The proposed array is more than 820 feet from the closest public roadway. The project will not impose significant burdens on public facilities and is not anticipated to create safety hazards for the general public.

- 7. *The bulk, location, height or design of proposed buildings, structures or paved areas, or the proposed uses thereof, will not have a significant detrimental effect on private development on adjacent properties, or on the value of adjacent properties which could be avoided by reasonable modifications of the plan;***

This project will not have a negative impact on the ability to develop and the value of the adjacent properties. As previously outlined, the proposed array is more than 85 feet from the closest property line and more than 820 feet from the closest public roadway. The proposed solar array will not produce significant vibrations, fumes, odor, dust, or glare for abutting properties. Once construction is completed, activity on site will be minimal.

- 8. *The design of the site will not result in significant flood hazards or flood damage and is in conformance with applicable flood hazard protection requirements;***

Based on the Federal Emergency Management Agency's Flood Boundary and Floodway Maps and Flood Insurance Rate Maps, the subdivision is not located in a flood-prone area. FEMA Firmette map is included in Appendix C for reference.

- 9. *Adequate provisions have been made for the disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;***

Activities conducted from this project will not deposit on or into the ground or discharge any pollutant by itself or in combination with other activities or substances to the waters of the State. This project will not be serviced by water and sewer. Groundwater discharge and extraction are not planned or anticipated as part of this project.

- 10. *Adequate provisions have been made to control erosion or sedimentation;***

Work on this project will conform to the requirements outlined in the *Maine Erosion and Sedimentation Control Best Management Practices (BMPs) Manual* dated October 2016 (or as

currently revised). Additional notes and details can be found on the design drawings included with this submittal.

11. Adequate provisions have been made to handle storm water run-off or other drainage problems on the site and any proposed stormwater detention ponds are adequate to serve stormwater on or from the site;

Development of the site was designed to minimize stormwater runoff in excess of the natural predevelopment conditions. Stormwater management will be accomplished using a combination of meadow buffers below the solar panels, roadside ditches, and 15-inch diameter ditch relief culverts.

The project is not located in the direct watershed of a lake most at risk from new development or an urban impaired stream. Phosphorous removal will not be required.

12. The proposed water supply will meet the demands of the proposed use and is adequate for fire protection purposes;

There is no water supply or fire protection proposed for this project. As previously outlined, solar array components are generally not combustible and proposed development poses a minimal risk of fire. The panels themselves are silicon based and do not contain hazardous materials. There will be no change in the demand for water supply on site.

13. Adequate provisions have been made for the transportation, storage and disposal of hazardous substances and materials as defined by state law and the Hazardous Waste Ordinance;

There is no transportation, storage and disposal of hazardous substances and materials proposed as part of this project.

14. The proposed use will not have an adverse impact on significant scenic vistas or on significant wildlife habitat which could be avoided by reasonable modification of the plan;

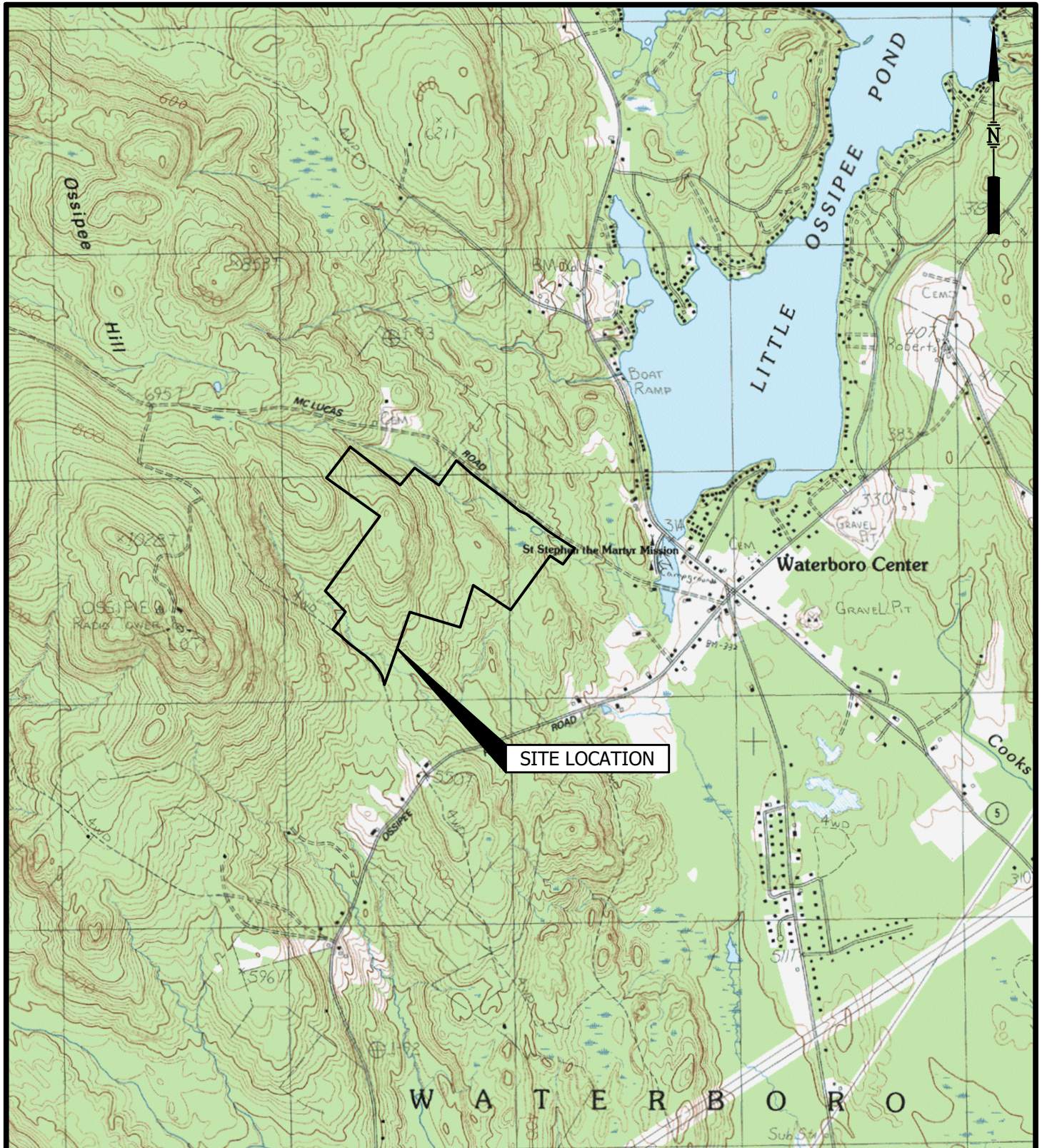
The proposed development will not have adverse impact to scenic vistas or significant wildlife habitat that can be reasonably avoided. The Maine GIS Data Catalog has not mapped any essential habitats or fisheries that will be directly affected by this project. Copies of habitat maps outlining significant plants and animals, water resources, and conserved land for the area are included in Appendix D. A copy of the US Fish & Wildlife Service IPaC resource list is also attached for reference in Appendix E.

15. The project will not increase nitrate nitrogen concentrations in surface or groundwater at the property line of the site in excess of State of Maine Drinking Water Standards. If groundwater contains contaminants in excess of the primary drinking water standards and the project is to be served by on site groundwater supplies, the applicant shall demonstrate how water quality will be improved or treated to meet applicable standard;

As previously outlined, this project will not be serviced by water and sewer. Groundwater discharge and extraction are not planned or anticipated as part of this project. The solar array will

not have impact on nitrate nitrogen concentrations in surface or groundwater at the property line.

FIGURES



BASE MAP ADAPTED FROM 7.5 MIN
 USGS TOPOGRAPHIC QUADRANGLE
 WATERBORO, MAINE - 1983



FIGURE 1
 SITE LOCATION MAP
 HEP ENERGY USA, LLC.
 WATERBORO 5MW SOLAR ARRAY
 WATERBORO, MAINE



APPENDIX A

TITLE, RIGHT, OR INTEREST



WARRANTY DEED

Joint Tenancy

Donald A. Piper, Jr. of Levant, County of Penobscot, State of Maine, for consideration paid, grants to

Avery T. Day and Sarah C. Day of Yarmouth, County of Cumberland, State of Maine, whose mailing address is 5 West Main Street, Yarmouth, ME 04096, as JOINT TENANTS

with WARRANTY COVENANTS

a certain lot or parcel of land situated in Waterboro, County of York, State of Maine, bounded and described as follows:

(SEE EXHIBIT A ATTACHED HERETO)

IN WITNESS WHEREOF, the Grantor has set his hand, under seal, this 2nd day of January, 2019.

[Signature]
Witness

[Signature]
Donald A. Piper, Jr.

State of Maine
County of Kennebec, ss.

January 2, 2019

Then personally appeared the above-named Donald A. Piper, Jr. and acknowledged the foregoing to be his free act and deed.

Before me,

[Signature]
Name:
Notary Public/Attorney-at-Law

SEAL

Commission expires:

DONALD E. GUILD
NOTARY PUBLIC
STATE OF MAINE
MY COMM. EXP. MAY 05, 2024

Maine R.E. Transfer Tax Paid

Central Maine title 78 Winthrop St Augusta ME 04330

DP^E

EXHIBIT A

A certain lot or parcel of wood and timber land situated in Waterboro, near Waterboro Center Village, County of York and State of Maine, lying between the Ossipee Hill and McLucas Roads and referred to in the inventory of the Estate of the late Benjamin C. Jordan, formerly of Alfred, in said County, as the "Roberts Ossipee Hill, Knight, Leavitt and McLucas Wood Lot"; containing 137 acres, more or less. Said premises are more particularly bounded and described in the following deeds:

1. Benjamin Leavitt to said Jordan and David Deering, dated November 19, 1901, recorded in York County Registry of Deeds in Book 448, Page 270;
2. Samuel Roberts, et als, to said Jordan, dated November 23, 1895, recorded in said Registry in Book 473, Page 113;
3. Alonzo G. McLucas to said Jordan, et als, dated December 9, 1899, recorded in said Registry in Book 504, Page 550; and
4. David Deering to said Jordan, dated November 19, 1895, recorded in said Registry in Book 472, Page 485.

Meaning and intending to convey the same premises described in the deed from Guy Walker Piper to Donald A. Piper, Jr., dated October 21, 2015 and recorded in Book 17125, Page 305 of the York County Registry of Deeds.

CMT-42258

SOLAR ENERGY FACILITY SITE LEASE AGREEMENT

(Waterboro, Maine Project)

Key Commercial Terms:

Lease term:	Initial development period will be up to four (4) years commencing on the execution date (the "Development Term"). Once the Project is constructed, the operating period shall be twenty (20) years from the commercial operation date (the "Operating Term").										
Option to renew lease:	Lessee shall have an option to extend the Operating Term for one (1) additional term of twenty (20) years and upon such extensions the Operating Term lease rent shall continue under the operating lease rent terms.										
Development Term lease rent:	<table><thead><tr><th><u>Year</u></th><th><u>Lease rent payment</u></th></tr></thead><tbody><tr><td>1</td><td>\$2,000</td></tr><tr><td>2</td><td>\$2,000</td></tr><tr><td>3</td><td>\$2,000</td></tr><tr><td>4</td><td>\$2,000</td></tr></tbody></table>	<u>Year</u>	<u>Lease rent payment</u>	1	\$2,000	2	\$2,000	3	\$2,000	4	\$2,000
<u>Year</u>	<u>Lease rent payment</u>										
1	\$2,000										
2	\$2,000										
3	\$2,000										
4	\$2,000										
Operating Term lease rent:	In the event the Project is constructed and commences operation on the Property, the Operating Term Lease rent will be \$425.00 per acre burdened by the solar facility installation. After the first year of the Operating Term, each subsequent rent per acre rate shall increase over the immediately preceding year's rent per acre rate by 1.0%.										
Other payments:	Upon execution of the Lease, Lessee will be responsible for all real and personal property taxes applicable to Lessee's improvements constructed on the Property.										
Other considerations:	Commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one person, \$3,000,000 for any number of persons injured or killed in any one occurrence.										
Termination of Lease:	During the Development Term of the Lease, Lessee shall have the right to terminate the Lease as to all or any part of the Property at any time upon at least thirty (30) days advance written notice to Lessor. In the event of any such termination by Lessee, Lessor shall retain any and all lease rent payments previously made by Lessee, and Lessee shall waive any right to the return of said lease rent payments.										
Access:	During the term of the Lease, Lessee shall have access to the Property for any legitimate purpose for which the Property may be utilized pursuant to State of Maine and Town of Waterboro rules, regulations, ordinances, statutes and laws.										
Title:	At the time that the parties execute the Lease, the Property shall be free and clear of any and all liens (other than customary permitted liens), charges or encumbrances.										
Lease instrument:	The transaction contemplated herein is subject to the good faith negotiation and execution of a Lease instrument, a draft of which to be provided by Optionee upon its satisfaction of initial due diligence and inspections. The Lease instrument will contain all of the relevant terms of this Term Sheet together with general terms and conditions as are typically included in similar agreements for transactions of the nature herein described. The parties shall use their best efforts to negotiate and agree upon a Lease within the Option Term.										
Brokerage commission:	The parties agree that neither utilized the services of a broker and that no brokerage commissions shall be paid.										

Expenses:	Whether or not the transaction(s) contemplated by this Term Sheet are consummated, each party will pay its own costs and expenses incurred in connection with the negotiation, execution and closing of the transaction(s) contemplated herein.
Counterparts and delivery by electronic mail:	The Lease may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. Signatures on Portable Document Format delivered by electronic mail will be treated as original signature; however, each party agrees to promptly forward original executed documents to the other party.
Memorandum	The parties shall execute a memorandum of Lease which Optionee may record in the appropriate jurisdiction.
Governing law:	The Lease and all related agreements shall be governed by the laws of the State of Maine.
Confidentiality:	The parties agree that the provisions of this Term Sheet, including any facts relating to the negotiation thereof or the transactions contemplated herein, shall remain confidential and that prior to the closing, if any, of the Lease of the Property, no press or other publicity release or communication to the general public regarding the same will be issued without the other party's prior written consent. Following the closing, if any, of the Lease of the Property, either party may disclose that a transaction was consummated, but shall not disclose the terms of such transaction.

This **SOLAR ENERGY FACILITY SITE LEASE AGREEMENT** (this "**Agreement**") is made, dated, and effective as of April 6, 2020 (the "**Effective Date**") by and between Avery T. Day and Sarah C. Day, individuals with a mailing address of 5 West Main Street, Yarmouth, ME 04096 (together, "**Lessor**"), and hep Energy USA Project Development, LLC, a Maine Limited Liability Company with a mailing address of 57 Exchange Street, Suite 100, Portland, Maine, 04101 ("**Lessee**"). Each of Lessor and Lessee are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Lessor is the owner of a certain undeveloped lot of land located on McLucas Road, Town of Waterboro, County of York, State of Maine. The first parcel transferred to Owner by Warranty deed from Donald A. Piper Jr., dated January 2, 2019 and recorded in the York County Registry of Deeds in Book 17873, Page 528. Said lot is located on the Town of Waterboro Tax Assessor's maps as Lot 51 on Tax Map 7. The lot consists of a total of 137 acres of land, more or less, and noted herein by this reference (the "**Property**"); Lessee is a solar energy development company which desires to use up to 25 acres of said Property as described in the attached Exhibit A (the "**Premises**"); for the purpose of developing, constructing and operating a solar energy facility and related uses. The Premises are generally depicted on Exhibit A attached hereto and incorporated herein by reference.

B. Lessee wishes to install and operate a commercial-scale photovoltaic solar generation and/or storage system, including solar panels and other solar-power generating equipment, batteries, and related infrastructure (the "**System**") on the Premises, and to deliver electrical energy produced by the System to third parties via underground and above-ground wires and cables for the transmission of electrical energy and/or for communication purposes, and all necessary appliances and fixtures for use in connection with said wires and cables under, along, above and in or adjacent to the Premises; and one or more substations or interconnection or switching facilities, together with all related or appropriate rights of way, on, along and in or adjacent to the Premises (the "**Transmission Facilities**").

C. Lessee desires to obtain from Lessor, and Lessor desires to grant to Lessee, an exclusive lease of the Premises for purposes of (i) performing tests and studies to determine the viability of the System on the Premises; (ii) if viable, in Lessee's sole determination, constructing, installing, maintaining, owning, operating, repairing, and removing the System; (iii) transmitting electrical energy to, on, over, and across the Premises; and (iv) accessing the System, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; and intending to be legally bound hereby, Lessor and Lessee hereby agree as follows:

AGREEMENT

1. **Grant of Lease; Purpose of Lease; Permitted Uses and Activities.**

1.2 Lease Rights. Lessor hereby grants to Lessee the following lease rights in, on, under, over, across, along and above the Premises (the “**Lease Rights**”):

(a) A right of access and of ingress to and egress from the Premises, as well as access over and across other lands adjacent to the Premises and owned by Lessor, in each case by means of any existing roads on the Premises, and by such other roads as Lessee may construct on the Premises from time to time at locations reasonably agreed between Lessor and Lessee, for the benefit of and for purposes incidental to Operations on the Premises. During the Term, Lessee shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, without prior notice to Lessor.

(b) The right to install, use, repair, improve, relocate, replace and remove the System and Transmission Facilities on the Premises, including the right to install, use, maintain, repair, replace, improve, remove, re-power and relocate battery systems and system modules within the Premises from time to time.

(c) The exclusive right for any audio, visual, view, light, shadow, noise, vibration, air turbulence, wake, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from any Operations conducted on the Premises.

(d) The right to enter the Premises and lands adjacent to the Premises and owned by Lessor from time to time with personnel, vehicles, materials and equipment twenty-four (24) hours a day, seven (7) days a week for the purposes permitted hereunder, and to excavate and/or fill areas on the Premises, all to such extent as Lessee deems reasonably necessary; together with the right to use construction staging and laydown areas and operate cranes and other heavy-duty equipment in locations on the Premises and on lands adjacent to the Premises and owned by Lessor at all times as shall be reasonably necessary for installing, using, maintaining, repairing, replacing, improving, removing, repowering and relocating the System and Transmission Facilities on the Premises.

(e) The exclusive right to study, develop and use the Premises for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted.

(f) The exclusive right to access, relocate (within the Premises) and maintain the System and Transmission Facilities on the Premises.

(g) The exclusive right to capture, use and convert unobstructed solar resources over and across the Premises.

(h) The right to subjacent and lateral support for the System and Transmission Facilities.

1.3 Permitted Uses and Activities. The Lease Rights granted to Lessee in this Agreement shall permit Lessee to use the Premises for solar energy purposes, and Lessee shall have the exclusive right to use the Premises for solar energy purposes. “Solar energy purposes” means converting solar energy into electrical energy, and storing, collecting and transmitting the electrical energy so converted, and for related and incidental purposes and activities, all to such extent as Lessee shall deem reasonable or necessary in its sole discretion, including but not limited to: (a) determining the feasibility of solar energy conversion on the Premises, including studies on solar radiance, light direction and other meteorological data and extracting soil samples, and all other testing, studies or sampling desired by Lessee; (b) locating, constructing, installing, operating, maintaining, improving, repairing, relocating, and removing the System and Transmission Facilities on, above and below the ground of the Premises; (c) removing trees and other vegetation from the Premises; (d) depositing gravel, sand, soil and other natural materials on the Premises to access and support the System and Transmission Facilities (and equipment incidental to the System and Transmission Facilities) and

digging trenches on the Premises; (e) installing gates, fences, and such other security measures as may be necessary or desirable in Lessee's sole determination, to secure the System and Transmission Facilities; and (f) installing, maintaining, using, and repairing on, above and below the Premises, structures, inverters, electrical wires, appurtenances and cables required for the conversion, collection, storage and transmission of electrical energy (collectively, "**Operations**").

1.4 Radiation Lease Right. Among the Lease Rights granted and conveyed by Lessor to Lessee is the exclusive right to the flow of sunshine and solar radiation to and across the Premises (the "**Radiation Lease Right**"). Lessor hereby covenants that neither Lessor nor any other person shall obstruct or interfere with the free passage of solar radiation to the System. Any obstruction to the passage of direct solar radiation across the Premises to the System by Lessor or any other person (including, without limitation, a tenant or assignee of Lessor) is strictly prohibited. Trees, structures, and improvements located on abutting properties as of the Effective Date shall be allowed to remain, and Lessee may not require their removal. Lessor shall not place or plant any trees, structures, or improvements whatsoever on the Premises or abutting properties controlled by Lessor after the Effective Date that may, in Lessee's sole judgment, impede or interfere with the passage of direct solar radiation to the System or cause a decrease in the output or efficiency of the System, unless Lessor has received prior written approval from Lessee for any such trees, structures, or improvements. The Parties acknowledge and agree that the grant of the Radiation Lease Right and the covenants by Lessor contained in this Agreement are a material inducement for Lessee to enter into this Agreement, and each of the Parties acknowledge and recognize that a violation of the terms hereof will cause irreparable damage to Lessee and that Lessee may have no adequate remedy at law for such violation. Accordingly, each of the Parties agrees that Lessee shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any violation of such covenants and to specifically enforce Lessee's exclusive right to the Radiation Lease Right. This right to injunctive relief will be cumulative and in addition to any other remedies that Lessee may otherwise have at law or in equity. 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 grant of the Radiation Lease Right and the covenants by Lessor made in this Section 1.4.

1.5 Lessee's Exercise of Rights; Acknowledgment of Lessor. Lessee may construct and install the System and Transmission Facilities on the Premises in the manner Lessee deems reasonable and appropriate in Lessee's sole discretion. Nothing expressly or impliedly contained in this Agreement shall be construed to require Lessee to undertake construction or installation of the System or Transmission Facilities on the Premises; to continue operation of any part of the System or Transmission Lines from time to time located on the Premises or elsewhere; or to generate or sell any minimum or maximum amount of electrical energy from the System and Transmission Facilities; and the decision if, when and to what extent that construction and generation will occur shall be solely in Lessee's discretion. Lessor acknowledges that Lessee has made no representations or warranties to Lessor, including any regarding development of, or the likelihood of power generation from, the Premises. Lessor acknowledges that the installation of all or a portion of the System and Transmission Facilities will require physically mounting and adhering the System and Transmission Facilities to the ground, and by execution of this Agreement, Lessor hereby consents to the same.

1.6 Clearing of the Premises; Harvesting of Timber. During the Term, Lessee may clear the Premises as it solely determines appropriate for the purpose of carrying out the Operations and/or otherwise exercising Lessee's rights hereunder. To the extent Lessee receives net proceeds for stumpage from its clearing of the Premises, Lessee shall account to Lessor for such net proceeds, and pay the net proceeds to Lessor on or before the earlier to occur of (i) commencement of the Operating Period (as defined in Section 2 below) or (ii) termination of this Agreement.

2. **Term; Renewal Term; Termination.** This Agreement shall contain three (3) Terms. The first is the “**Development Term**”, during which period the Lessee shall perform development activities on the Premises, including, without limitation, evaluating the Premises for suitability as a solar photovoltaic energy generation site, measuring the solar resource, obtaining permits, securing Lessee’s position to interconnect to the grid, and constructing System and the Transmission Facilities. The term of the Development Term shall commence on the Effective Date and shall continue for a period not to exceed four (4) years. If the Premises are deemed suitable for such purposes in Lessee’s sole discretion, and if the System and Transmission Facilities are installed on the Premises, then on the date upon which commercial electrical power is first delivered to the grid, the Development Term shall end and the “**Operating Term**” shall commence and continue for a period of twenty (20) years. Lessee’s right of access shall continue in full force and effect for a period of one hundred eighty (180) days following the expiration or earlier termination of this Agreement for purposes of removing the System (the “**Restoration Term**”). On or before the expiration of the Restoration Term, Lessee shall: (i) remove from the Premises any part of the Operations owned, installed or constructed by Lessee thereon, (ii) fill in and compact all trenches or other borings or excavations made by Lessee on the Premises (excepting borrow pits and quarries), and (iii) leave the surface of the Premises free from debris (the “**Restoration Obligations**”); provided however, that the Restoration Obligations shall not include the replanting of trees, removing of access roads or regrading to existing conditions, and Lessee shall only be required to remove any part of the Operations located beneath the surface of the land (such as, without limitation, footings and foundations) to a depth of twenty-four (24) inches below the surface of the land. Notwithstanding the foregoing or anything in this Agreement to the contrary, if construction of the System is not commenced on the Premises on or before the fourth (4th) anniversary of the Effective Date, Lessee shall have the option to terminate this Agreement by written notice to Lessor; and, upon the giving of such notice, this Agreement shall automatically terminate and be of no further force or effect, and neither Lessor nor Lessee shall have any further obligations hereunder. Upon the expiration or earlier termination of this Agreement, Lessee shall surrender to Lessor all of Lessee’s right, title, and interest in and to the Premises by executing and recording in the real property records of the York County Registry of Deeds, (the “**Records**”) an instrument evidencing the termination of this Agreement and Lessee’s interest in the Premises.

Provided that Lessee is not in default (beyond the expiration of all applicable notice, grace and cure periods) of this Agreement at the expiration of the initial twenty (20) year Operating Term and does not otherwise notify Lessor, the first twenty (20) year Operating Term shall automatically be renewed for an additional twenty (20) year period (the “**Renewal Operating Term**”). The provisions of this Agreement shall remain the same during the Renewal Operating Term, except that Lessee shall have no option to extend the Term after the Renewal Operating Term.

3. **Rent.** As consideration for the rights and interests granted by Lessor under this Agreement, Lessee shall pay the rent to Lessor in the following amounts and on the following terms and conditions:

(a) During the Development Term, Lessee shall pay Lessor rent in the amount of Two Thousand Dollars (\$2,000) per year for each calendar year of the Development Term, payable in advance in annual installments on or before the anniversary of the Effective Date of each year of the Development Term, said rent to be prorated for portions of a calendar year at the beginning or end of the Development Term.

(b) During the Operating Term, Lessee shall pay the Lessor rent in the amount of \$425 per acre per calendar year for each acre of land upon which any portion of the System or Transmission Facilities is located (expressly including equipment setback and buffer areas, but expressly excluding areas upon which construction is prohibited or unfeasible in Lessee’s reasonable discretion due to the presence of wetlands or other matters), payable in advance on or before January 15 of each year of the Operating Term. During the first year of the Operating Term, the \$425 per acre rent will be pro-rated

from the commencement of the Operating Term through December 31 of that year. After the first year of the Operating Term, each subsequent rent per acre rate shall increase over the immediately preceding year's rent per acre rate by 1.0%. Should Operations terminate on other than December 31 of the final year of the Term, rent for the period from January 1 through the termination date shall be pro-rated accordingly.

(c) Lessee shall have no obligation to pay rent during the Restoration Term.

Rent shall be paid at Lessor's address first stated, unless otherwise noticed by Lessor to Lessee in writing in accordance with the terms and conditions of Section 12.

4. Ownership of System; Financing Statements. The System and Transmission Facilities are and shall remain Lessee's exclusive personal property at all times, shall not be or become a fixture on the Premises, and may be removed by Lessee at any time in accordance with the terms and conditions of this Agreement. Lessee shall have the right to file in the York County Registry of Deeds statements evidencing Lessee's title to the System and the Transmission Facilities. Neither the System, nor the Transmission Facilities, nor any of their respective components may be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Lessor. Lessor shall not cause or permit the System, the Transmission Facilities, or any part thereof to become subject to any lien, encumbrance, pledge, levy or attachment arising by, under or through Lessor. Lessor shall indemnify Lessee against all losses, claims, costs and expenses (including reasonable attorneys' fees) incurred by Lessee in discharging and releasing any such lien, encumbrance, pledge, levy or attachment arising by, under or through Lessor. Without limiting the generality of the foregoing, Lessor hereby waives any statutory or common law lien that it might otherwise have in or to the System, Transmission Facilities, or any part thereof. Any and all solar resource data collected by or on behalf of Lessee after the Effective Date is the sole property of Lessee.

5. Lessee's Representations, Warranties, and Covenants.

5.1 Security. Lessee shall provide all security measures that Lessee determines are or may be reasonably necessary for the System and the Transmission Facilities. Such measures may, but will not necessarily, include warning signs, closed and locked gates, and other measures appropriate and reasonable to protect against damage or destruction of the System or the Transmission Facilities or injury or damage to persons or property resulting from the System, Transmission Facilities and/or the Operations.

5.2 Maintenance. During the Term, Lessee shall, at Lessee's sole cost and expense, maintain the System, the Transmission Facilities and the Premises in accordance with all applicable laws, rules, ordinances, orders, and regulations of all governmental agencies.

5.3 Clean Condition. Lessee shall not unreasonably clutter the Premises, and shall collect and dispose of any and all of Lessee's refuse and trash. Tenant shall not use the Premises for storage except for materials, equipment and vehicles associated with construction and/or maintenance of the System and Transmission Lines on the Premises or adjacent lands that are part of the Operations, and Lessee shall have the right to designate for use in this regard during the construction and development process (or at any time thereafter) such laydown yards or areas as it shall determine to be appropriate given the then current nature of the Operations.

5.4 Indemnity. Lessor and Lessee, on behalf of itself and its principals, members, officers, employees, agents, representatives, contractors, successors and assigns (the "**Indemnifying Party**"), shall indemnify, defend and hold harmless the other party and its principals, members, officers, employees, agents, representatives, contractors, successors and assigns (collectively, the

“**Indemnified Party**”) from and against any costs and expenses (including, without limitation, court filing fees, court costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals, and any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, expenses, deficiencies or other charges with respect thereto) incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding arising from (i) physical damage to Premises (including the personal property of the Indemnified Party) or physical injury to or death of any person, in each case to the extent caused by the negligence or gross misconduct of the Indemnifying Party, (ii) any violation by the Indemnifying Party of any law, or (iii) any material default by the Indemnifying Party, or any failure to be true of any representation or warranty made by the Indemnifying Party, under this Agreement. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and other consequential damages that may result from Lessor’s loss of use of any portion of the Premises occupied by the System and the Transmission Facilities pursuant to this Agreement or the Lease Rights; provided, however, that an Indemnifying Party shall have no obligation to indemnify or defend any Indemnified Party with respect to any expenses that result or arise from an Indemnified Party’s acts or omissions, negligence or willful misconduct.

5.5 Hazardous Materials. 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 on or under the Premises of any substance, material, or waste that is now or hereafter classified as hazardous or toxic, or that is regulated under current or future federal, State, or local laws or regulations (“**Hazardous Materials**”). Lessor represents and warrants that, to the best of Lessor’s knowledge: (i) the Premises is in compliance with Environmental Laws (defined below); and (ii) there are no Hazardous Materials in, on, or under the Premises. “**Environmental Laws**” means any and all federal, state, local, and foreign environmental, health and/or safety-related laws, ordinances, codes, rules, regulations (as interpreted by judicial and administrative decisions) relating to protection of the environment, health and safety, and natural resources. Environmental Laws includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”), the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. Sec. 6901 et seq., the Environmental Protection Title of the General Statutes of Maine (“Environmental Code”), and the common law. No liability shall arise in Lessee from the mere discovery of facts or conditions existing or pertaining to the Premises.

6. Lessor’s Representations, Warranties, and Covenants.

6.1 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 Lessee’s rights hereunder. In the event that Lessor becomes a party to an oil and gas lease or subsurface agreement or mineral interest lease or subsurface agreement affecting the Premises that is executed after the date hereof, Lessor agrees to include surface use provisions in such oil and gas or mineral interest lease or surface agreement in form and substance acceptable to Lessee in its sole discretion. Lessor and each person signing this Agreement on behalf of Lessor has the full and unrestricted right and authority to do so. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

6.2 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 System, the

Transmission Facilities, or the Operations on the Premises, including, without limitation, activities that may adversely affect the System's exposure to sunlight. Lessor further covenants for itself and its agents, employees, representatives, successors, and assigns that it will not (i) 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 or may interfere with the availability and accessibility of solar radiation over and above the Premises; (iii) take any action that will or may interfere with the transmission of electrical energy to or from the Premises; (iv) take any action that will or 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 cast a shadow on the System or adversely affect the System or the Transmission Facilities; or (vi) take any action that may impair Lessee's access to any portion of the System or the Transmission Facilities.

6.3 Title Review and Cooperation. Lessor shall use good faith and best efforts to obtain nondisturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Lessee under this Agreement. If Lessee and Lessor are unable to obtain such agreements from any third party holding an interest in the Premises, Lessee and any assignee shall be entitled (but not obligated) to make payments in fulfillment of Lessor's obligations to such third party and may offset the amount of such payments from amounts due Lessor under this Agreement. Lessor shall also provide Lessee with any further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee.

6.4 Compliance with Obligations. Lessor shall comply on a timely basis with all of its legal and contractual obligations with respect to the Premises, including the payment before delinquency of property taxes that are attributable to the underlying value of the Premises or improvements thereon not owned by Lessee. If Lessor fails to do so, then, without limitation upon any other rights or remedies that Lessee may have at law or in equity, Lessee may (but shall not be obligated to) pay or otherwise satisfy any unpaid property taxes or other obligations of Lessor which, if left unsatisfied, could delay, interfere with, impair or prevent Operations or the exercise of any of Lessee's other rights under this Agreement, or the financing of the Operations; and Lessee shall thereupon be subrogated to the rights of the obligee of such obligations. Without limitation on any other rights or remedies available to Lessee, any sums so expended by Lessee shall, at Lessee's election, either be (i) immediately reimbursed to Lessee by Lessor or (ii) offset against any rent or other amounts then or thereafter due and payable to Lessor under this Agreement.

6.5 Rights of Third Parties If at any time during the Term any encumbrance to Lessor's title to the Premises which was created prior to the Effective Date is found, exists or is claimed to exist against the Premises or any portion thereof, creates rights superior to those of Lessee, and Lessee in its sole discretion determines that the existence, use, operation, implementation or exercise of such encumbrance could delay, interfere with, impair or prevent Operations or the exercise of any of Lessee's other rights under this Agreement or the financing of the Operations, Lessee shall be entitled to seek to obtain a subordination, non-disturbance agreement, consent or other agreement, including a recognition agreement in favor of any Lender (in a form and containing provisions reasonably acceptable to Lessee or its Lender) from the holder of such encumbrance that will eliminate such risks for the benefit of Lessee, and Lessor shall use its best reasonable efforts to assist Lessee in connection therewith.

6.6 Cooperation. Lessor shall reasonably support and cooperate (and shall use reasonable efforts to cause any other person with any other right, title or interest in the Premises to cooperate) with Lessee, at no cost to Lessor, in the conduct of Lessee's construction and Operations

and in otherwise giving effect to the purpose and intent of this Agreement, including in Lessee's efforts to obtain from any governmental authority or any other person any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with construction and Operations; and Lessor shall (and shall use reasonable efforts to cause any such other person to) promptly upon request, without demanding additional consideration therefor, execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, permit or document that is reasonably requested by Lessee in connection therewith (as well as any amendment to this Agreement or any recordable memorandum executed in connection herewith for purposes of correcting or replacing property descriptions based on surveys or other relevant information obtained after the Effective Date, or making other non-substantive corrections, additions or substitutions). Without limiting the generality of the foregoing, in connection with any application by Lessee for a governmental permit, approval, authorization, entitlement or other consent, Lessor agrees (and shall use reasonable efforts to cause any such other person to agree) not to oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial or legislative level.

6.7 Setback Waiver. To the extent that (i) Lessor now or in the future owns or leases any land adjacent to the Premises, or (ii) Lessee or any affiliate of Lessee owns, leases or holds an easement over land adjacent to the Premises and has installed or constructed or desires to install or construct any part of the Operations on said land at and/or near the common boundary between the Premises and said land, Lessor hereby waives any and all setbacks and setback requirements, whether imposed by law or by any person, including any setback requirements described in any applicable zoning ordinance or in any governmental entitlement or permit heretofore or hereafter issued to Lessee any affiliate of Lessee. Further, if so requested by Lessee or any affiliate of Lessee, Lessor shall promptly, without demanding additional consideration thereof, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver, setback elimination or other document or instrument required by any governmental authority or that Lessee or any affiliate of Lessee deems necessary or convenient to the obtaining of any entitlement or permit.

7. Taxes; CRP.

(a) Lessor shall pay when due any taxes attributable to (a) improvements or facilities installed by Lessor or others (excluding Lessee) on the Premises and (b) the underlying value of the Premises; provided, however, that if, following the start of construction of the System and Transmission Facilities on the Premises, the taxes against the underlying value of the Premises are increased by reason of a change of use determination by a taxing entity, change of tax classification of the Premises from forest or tree growth to another tax classification, or increased assessment of the Premises resulting from the Operations, then Lessee shall pay the entire amount of such increase so attributable.

(b) Lessor shall submit any real property tax bill regarding the Premises to Lessee within thirty (30) days after Lessor's receipt thereof from the taxing authority. If any taxes payable by Lessee hereunder are levied or assessed in the name of Lessor as part of the real property taxes payable by Lessor, then, within thirty (30) days after Lessor submits the real property tax bill to Lessee, Lessee shall pay to Lessor or directly to the taxing authority all such taxes payable by Lessee hereunder, it being specifically understood that in no event shall Lessor be obligated to advance Lessee's tax payment. Lessee shall promptly request of the Town of Waterboro Assessor that Lessee's improvements and the leasehold interest of Lessee hereunder be separately assessed and taxed directly to Lessee. Lessee shall have the right, in its sole discretion, to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or amount of any assessments or taxes for which Lessee is responsible hereunder. Lessor shall in all respects cooperate with Lessee in any such contest.

(c) If Lessor is a party to a Conservation Reserve Program contract (“**CRP Contract**”) with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410 regarding the Premises, then Lessor shall provide Lessee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Lessee shall reimburse Lessor for (a) any rental payments, or portion thereof, Lessor would have received from the U.S. Department of Agriculture but for locating the System and Transmission Facilities on the Premises, and (b) the penalties and interest, if any (including for any past payments received by Lessor that must be repaid by Lessor), assessed by, the U.S. Department of Agriculture as a result of the location of the System and Transmission Facilities on the Premises. Lessor shall cooperate with Lessee in good faith in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of the System and Transmission Facilities on the portions of the Premises covered by a CRP Contract. Lessor’s failure to disclose the existence of any existing CRP Contract to Lessee prior to the execution of this Agreement by both Parties shall constitute a waiver of Lessor’s right to reimbursement for rental payments, penalties, and interest pursuant to this Section 7.

8. Insurance. Lessee shall, at its own cost and expense, maintain during the Term, with a company or companies licensed or qualified to do business in the State of Maine, commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one person, \$3,000,000 for any number of persons injured or killed in any one occurrence, and \$1,000,000 for damage or destruction to property in any one occurrence. The Lessor shall be named as an additional insured under the Lessee’s policy. For the avoidance of doubt, Lessee’s property insurance shall cover the System, and Lessor’s property insurance shall cover the Premises.

9. Assignment.

9.1 Assignment by Lessor; Transfer of the Premises. Lessor acknowledges and agrees that Lessee will be and remain throughout the Term the exclusive owner and operator of the System and Transmission Facilities, that no portion or component of the System or Transmission Facilities is a fixture, that the System and Transmission Facilities 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 any portion of the Premises, and that the conveyance of any fee or leasehold interest in or to any portion of the Premises to any person or entity other than Lessee or its successors and assigns shall be made subject and subordinate to this Agreement and Lessee’s rights hereunder (any such conveyance, a “**Transfer**”). Lessor shall notify Lessee in writing no fewer than thirty (30) days before any Transfer of all or any portion of the Premises. Any such notice shall identify the transferee, the portion of the Premises to be transferred, and the proposed date of the Transfer. This Agreement shall survive any Transfer.

9.2 Assignment by Lessee. Lessee and any Assignee (as defined below) shall have the right, without need for Lessor’s consent, to finance the System and/or the Transmission Facilities and to convey, assign, mortgage, or transfer to one or more Assignees this Agreement (or any right or interest of Lessee in this Agreement), Lessee’s leasehold interest in the Premises, or the System and/or Transmission Facilities. An “**Assignee**” is any of the following: (i) any one or more parties involved in financing or refinancing of the System and/or the Transmission Facilities, including, without limitation, any Lender (as defined in Section 10.1); (ii) any purchaser of the System and/or Transmission Facilities, or any purchaser of all or any portion of Lessee’s interest in this Agreement; (iii) a corporation, limited liability company, partnership or other entity now existing or hereafter organized in which Lessee, or any affiliate, owns (directly or indirectly) at least fifty-one percent (51%) of all outstanding shares of voting stock or ownership interests; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation or limited liability company as described in subclause (iii); or (v) a corporation, limited liability company, partnership or other entity that acquires all or substantially all of Lessee’s business, assets or capital stock, directly or indirectly, by

purchase, merger, consolidation or other means. Lessee will give notice to Lessor of any such assignment (including the address of the Assignee for notice purposes), provided that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Lessor with respect to such assignment until such notice shall have been given. Upon any assignment of all of Lessee's right, title and interest under this Agreement in accordance with the terms and conditions of this Section 9.2, Lessee shall automatically (without the need for any writing) be released from all of its obligations and liability under this Agreement, except for liabilities that accrued prior to the date of such assignment.

10. Lender Protections.

10.1 Notice of Lender. Lessee shall deliver to Lessor written notice of and contact information for any bank, financial institution or other institutional investor providing debt or equity financing for the System (each, a "**Lender**") and any trustee or agent acting on any such Lender's behalf, within thirty (30) days of any such party becoming a Lender.

10.2 Lender Collateral Assignment. Upon notice and delivery by Lessee pursuant to Section 10.1 of the name and contact information for any Lender, then Lessor shall be automatically deemed to:

10.2.1 Acknowledge any collateral assignment by Lessee to the Lender, of Lessee's right, title and interest in, to and under this Agreement, as consented to under Section 10.2.2;

10.2.2 Acknowledge that any Lender, as such collateral assignee, shall be entitled to exercise any and all rights of lenders generally with respect to Lessee's interests in this Agreement; and

10.2.3 Acknowledge that it has been advised that Lessee has granted a security interest in the System and the Transmission Facilities to the Lender and that the Lender has relied upon the characterization of the System and the Transmission Facilities as personal property, as agreed in this Agreement, in accepting such security interest as collateral for its financing of the System and Transmission Facilities.

10.3 Lender Cure Rights Upon Lessee Default. Upon any Lessee Default (as defined in Section 11.1), Lessor shall deliver to each Lender of which it has notice a copy of any notice of default delivered under Section 11. Following the receipt by any Lender of any notice that Lessee is in default in its obligations under this Agreement beyond the expiration of all applicable notice, grace and cure periods, such Lender shall have the right but not the obligation to cure any such default, and Lessor agrees to accept any cure tendered by any Lender on behalf of Lessee in accordance with the following: (a) a Lender shall have the same period after receipt of a notice of default from Lessor to remedy a Lessee Default, or cause the same to be remedied, as is given to Lessee after Lessee's receipt of a notice of default hereunder; *provided, however*, that any such cure periods shall be extended for the time reasonably required by the Lender to complete such cure; and (b) the Lender shall not be required to cure those Lessee Defaults that are not reasonably susceptible of being cured or performed by the Lender. The Lender shall have the absolute right to substitute itself or an affiliate for Lessee and perform the duties of Lessee hereunder for purposes of curing such Lessee Default. Lessor expressly consents to such substitution, and authorizes the Lender, its affiliates (or either of their employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all of the rights and privileges of Lessee, but subject to the terms and conditions of this Agreement.

10.4 New Lease to Lender. If this Agreement terminates as a result of any default, foreclosure or assignment in lieu of foreclosure, or bankruptcy, insolvency or appointment of a receiver in bankruptcy, Lessor shall give prompt written notice to each Lender of which Lessor has notice.

Lessor shall, upon written request of the first priority Lender that is made within ninety (90) days after notice to such Lender, enter into a new lease of the Premises with such Lender, or its designee, within thirty (30) days after the receipt of such request. Such new lease shall be effective as of the date of the termination of this Agreement, and shall be upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new lease, the Lender shall (i) pay Lessor any amounts that are due Lessor from Lessee; (ii) pay Lessor any and all amounts that would have been due under this Agreement (had this Agreement not been terminated) from the date of termination to the date of the new lease; (iii) perform all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Lender; and (iv) agree in writing to perform, or cause to be performed, all non-monetary obligations that have not been performed by Lessee that would have accrued under this Agreement up to the date of commencement of the new lease, except those obligations that are not reasonably susceptible of being cured by such Lender. Any new lease granted to the Lender shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Lessor. The provisions of this Section 10.4 shall survive termination of this Agreement and shall continue in effect thereafter and, from the effective date of termination to the date of execution and delivery of such new lease, such Lender may use and enjoy the Premises without hindrance by Lessor or any person claiming by, through or under Lessor, provided that all of the conditions for a new lease as set forth in this Section 10.4 are complied with.

11. Default and Termination; Remedies.

11.1 Lessor's Right to Terminate. Except as qualified by Section 10 above and subject to all notice and cure rights set forth therein, Lessor shall have the right to terminate this Agreement after (i) a material default in the performance of Lessee's obligations under this Agreement beyond the expiration of all applicable notice, grace and cure periods (a "**Lessee Default**"), (ii) Lessor simultaneously notifies Lessee and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (iii) the default shall not have been remedied within sixty (60) days after Lessee, or within one hundred twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 60 days for Lessee or 120 days for any Lender, Lessee or Lender has not begun diligently to undertake the cure within the relevant time period and thereafter diligently prosecutes the cure to completion. Any termination by Lessor after the applicable notice, grace and cure periods set forth above and in Section 10 shall be effective upon thirty (30) days' written notice to Lessee.

11.2 Lessee's Right to Terminate. Lessee shall have the right to terminate this Agreement at any time prior to the commencement of the Operating Term upon at least thirty (30) days' prior written notice to Lessor. After the commencement of the Operating Term, Lessee shall have the right to terminate this Agreement if a material default in the performance of Lessor's obligations under this Agreement (a "**Lessor Default**") has occurred and remains uncured after thirty (30) days' written notice from Lessee of such Lessor Default. Any termination by Lessee after the applicable notice and cure period set forth above shall be effective upon thirty (30) days' written notice to Lessor.

12. Notice. Any written notice required, permitted, or contemplated hereunder 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 email provided that such transmission includes read-receipt confirmation:

Notice to Lessor:

Avery T. Day

Notice to Lessee:

hep Energy USA, LLC

Sarah C. Day
5 West Main Street
Yarmouth, ME 04096
Tel. (207) 747-8924
Email: ADay@StevensDayLaw.com

57 Exchange Street, Suite 100
Portland, ME 04101
Attn: Robert C. Patton
Tel. 207-420-1269
Email: b.patton@hep.global

With a copy to:

Bernstein, Shur, Sawyer & Nelson, P.A.
100 Middle Street, West Tower
P.O. Box 9729
Portland, ME 04104-5029
Attn: Beth A. Smith, Esq.
Tel. 207-228-7343
Email: bsmith@bernsteinshur.com

If to any Lender or Assignee: At the address
given for such Lender or Assignee pursuant to
Section 10.1 or Section 9.

Either Party may, by written 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.

13. Legal Matters.

13.1 Governing Law; Dispute Resolution. This Agreement shall be governed by the laws of the State of Maine, without regard to any conflict of laws principles. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that venue for resolving such dispute shall be the U.S. District Court, District of Maine.

13.2 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 OR RELATED TO 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.

13.2.1 Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS

PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

13.3 Safety Measures; Waiver and Recognition. Lessor shall comply with all safety, environmental, security, or other procedures reasonably set forth by Lessee as required for compliance with all applicable rules, regulations, laws, orders, and standards, including those set forth by the Federal Energy Regulatory Commission, the North American Electric Reliability Corporation (including the Critical Infrastructure Protection standards), any other applicable regulatory authority, and any other applicable standard setting-entity generally recognized in the energy industry. LESSOR IS AWARE OF THE POTENTIAL RISKS ASSOCIATED WITH ELECTROMAGNETIC AND STRAY VOLTAGE RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY, AND KNOWINGLY WAIVES ALL CLAIMS RESULTING FROM THESE CAUSES, AND LESSOR SHALL HAVE NO RIGHT TO INDEMNITY PURSUANT TO SECTION 5.4 OF THIS AGREEMENT FOR ANY SUCH CLAIMS. LESSOR ADDITIONALLY RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN PROXIMITY TO ANY PORTION OF THE PROJECT AND THE IMPORTANCE OF RESPECTING GATES, FENCES, SIGNAGE, RULES AND OTHER SAFETY MEASURES UTILIZED BY LESSEE, AND LESSOR AGREES TO EXERCISE SUCH CAUTION AND RESPECT SUCH MEASURES AT ALL TIMES AND TO CAUSE ITS PRINCIPALS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND CONTRACTORS TO DO THE SAME, WITH FAILURE TO DO SO CONSTITUTING A MATERIAL DEFAULT AND SUBJECTING LESSOR TO AN OBLIGATION OF INDEMNITY FOR THE CONSEQUENCES THEREOF AS SET FORTH IN SECTION 5.4.

14. Miscellaneous.

14.1 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 14.1.

14.2 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of “Force Majeure” (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. “Force Majeure” means fire, earthquake, flood or other casualty or accident; strikes or labor disputes; war, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of a party hereto.

14.3 Confidentiality. Lessor shall maintain in the strictest confidence, for the benefit of Lessee and any Assignee, all information pertaining to the financial terms of or payments under this Agreement, the System and related equipment design, methods of operation, and the like, whether disclosed by Lessee or any Assignee, or discovered by Lessor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Lessor or its employees or agents; or (ii) was already known to Lessor at the time of disclosure and which Lessor is free to use or disclose without breach of any obligation to any person or entity. Notwithstanding the foregoing, Lessor may disclose such information to Lessor’s lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Lessor regarding this

Agreement; any prospective purchaser of the Property who has made a written offer to purchase or otherwise acquire the Property that Lessor desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Lessor in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement shall run to the benefit of and be enforceable by Lessee. Lessor shall obtain Lessee's written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive or confidential information with respect to this Agreement or the System.

14.4 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.

14.5 Successors and Assigns; Agreement to Run With Land. This Agreement and the leasehold interest granted herein shall run with the land and survive any transfer of the Premises. This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns and personal representatives of the Parties.

14.6 Severability. In the event that any provision of this Agreement is 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.

14.7 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.

14.8 Memorandum of Lease. Lessor and Lessee shall execute in recordable form and Lessee shall then record in the York County Registry of Deeds a memorandum of the lease evidenced by this Agreement reasonably satisfactory in form and substance to Lessee and Lessor, which memorandum of lease shall set forth, among other things, the names and addresses of the parties, a reference to this lease and its date, a description of the Premises, and such other information as either party may reasonably request and such other facts as may be required by the laws of the State of Maine to give appropriate notice pursuant to the recording acts; provided, however, in no event shall such document set forth the rent or other charges payable by Lessee under this Agreement; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Agreement, and is not intended to vary the terms and conditions of this Agreement. By execution of this Agreement, Lessor hereby consents to the recordation of any Assignee's interest in the Premises.

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

14.10 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.

14.11 Entire Agreement. This Agreement represents the full and complete agreement between the Parties with respect to the subject matter contained herein and therein and supersedes all prior written or oral agreements between the Parties with respect to such subject matter.

14.12 Waivers. Any waiver of this Agreement must be in writing. Either Party's waiver of any breach or failure to enforce any term of this Agreement shall not affect or waive that Party's right to enforce any other term of this Agreement.

14.13 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.

14.14 Attorney's Fees. In the event of any litigation related to the interpretation or enforcement of this Agreement, or which in any other manner relates to the lease, the Lease Rights, this Agreement or the Premises, the prevailing party shall be entitled to recover from the other party all of its reasonable attorney's fees and court and other costs awarded by a court of competent jurisdiction.

14.15 Covenant Running with the Land. The Premises shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the provisions of this Agreement, which provisions shall run with the Premises, and shall be binding upon and inure to the benefit of the parties and each other person having any interest therein during their ownership thereof, and their respective tenants, heirs, executors, administrators, successors and assigns.

14.16 Joint and Several Liability. If Lessor consists of more than one person, each reference herein to "Lessor" shall include each person signing this Agreement as or on behalf of Lessor and the liability of each person signing this Agreement as Lessor shall be joint and several.

15. Casualty and Condemnation.

(a) If all or part of the Premises is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "**Taking**"), Lessor shall provide Lessee with immediate written notice of any impending proceeding or meeting related to such Taking and shall not in the absence of Lessee settle with the Taking authority or agree on compensation for such Taking.

(b) After payment of all reasonable fees and expenses incurred by Lessor and/or Lessee in collecting the award, any award or other compensation ("**Award**") payable as a consequence of such Taking shall be paid to Lessor and Lessee in accordance with their interests in the Premises, as follows:

(i) Lessor shall first be entitled to receive out of the Award the value of its fee interest in the Premises, as allocated in said Taking;

(ii) Lessee shall then be entitled to receive out of the Award (A) the value of the leasehold estates pursuant to the lease and the Lease Rights in the portions of the Premises subject to the Taking that would have existed but for the Taking; and (B) the value of the Operations; and (C) any other compensation or benefits payable by law to Lessee as a consequence of the interruption of Lessee's business and the other costs and expenses incurred by Lessee as consequence of the Taking; and thereafter,

(iii) Lessor shall then be entitled to receive any remainder of the Award.

(c) This Agreement shall terminate as to any portion of the Premises so condemned or taken (except in the case of a temporary Taking after the duration of which Lessee desires to continue this Agreement, and the Term shall be extended, in such event, by the duration of such temporary Taking).

(d) Following any casualty event affecting the Premises, or any other facilities installed thereon by Lessee, including, without limitation, any earthquake or wildfire, Lessee shall have the right to terminate this Agreement in the event any of the following events occurs:

(i) Net insurance proceeds (after deducting the cost of recovery of such proceeds) are not available to pay one hundred percent (100%) of the cost of such repair, excluding any deductible that Lessee may be required to pay pursuant to other provisions of this Agreement;

(ii) The Premises or any facilities installed thereon by Lessee cannot, with reasonable diligence, be fully repaired by Lessee within one hundred twenty (120) days after the date of the damage or destruction; or

(iii) The Premises or any facilities installed thereon by Lessee cannot be safely repaired because of the presence of hazardous factors, including, but not limited to, earthquake faults, radiation, chemical waste and other similar dangers.

(e) If Lessee elects to terminate this Agreement pursuant to Section 15(d), Lessee may give Lessor written notice of its election to terminate within thirty (30) days after such damage or destruction, and this Agreement shall terminate fifteen (15) days after the date Lessor receives such notice. If Lessee elects not to terminate this Agreement, Lessee shall, following the date of such damage or destruction, commence repair of its facilities on the Premises as soon as practicable and thereafter prosecute the same diligently to completion, in which event this Agreement shall continue in full force and effect, including Lessee's obligation to pay rent. All insurance proceeds from insurance maintained by Tenant under this Agreement shall be disbursed and paid to Lessee. Lessee shall not be entitled to any compensation or damages from Lessor for loss of the use of the Premises, damage to Lessee's facilities or personal property or any inconvenience occasioned by such damage, repair or restoration.


In the event that this Agreement shall expire or earlier terminate in accordance with the terms and conditions of this Agreement, then, at the election of Lessee by written notice to Lessor, the Lease of the Premises shall likewise expire and be of no further force or effect. In the event that the Lease of the Premises shall expire or earlier terminate in accordance with the terms and conditions of the Lease of the Premises, then, at the election of Lessee by written notice to Lessor, this Agreement shall likewise expire and be of no further force or effect. In addition, any uncured default by either Party under this Agreement shall be deemed a default under the Lease of the Premises, and vice versa. Notice of any uncured default under this Agreement shall be sent simultaneously to the persons or entities to whom notice is required to be given under the Lease of the Premises; and notice of any uncured default under the Lease of the Premises shall be sent simultaneously to the persons or entities to whom notice is required to be given under the Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

LESSOR:

By: 
Name: Avery T. Day

By: 
Name: Sarah C. Day

LESSEE: HEP ENERGY USA PROJECT DEVELOPMENT, LLC

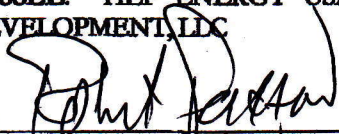
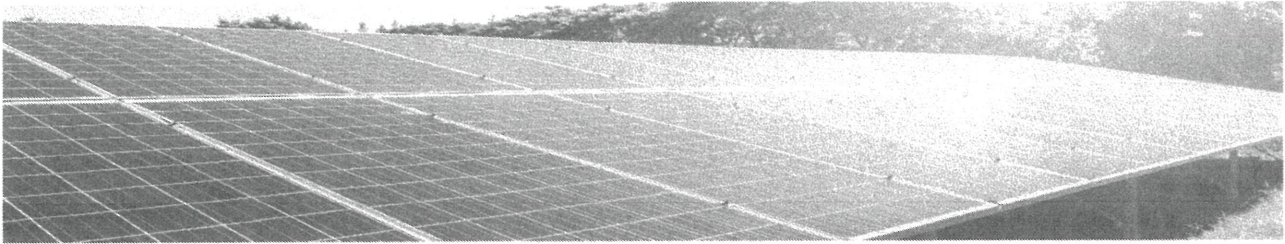
By: 
Name: Robert Porter
Member
hep Energy USA Project Development, LLC

EXHIBIT A

DEPICTION OF PREMISES





Letter of Authorization

Date: November 5, 2020

To: Code Enforcement Officer Town of Waterboro Maine

**RE: Building permit Application for Solar Array at 89 McLucas Road Waterboro
Maine 04943**

I, Avery T. Day and Sarah C. Day, individuals with a mailing address of 5 West Main Street, Yarmouth, ME, owner of property at 89 McLucas road, Waterboro Maine recorded in the York County registry of Deeds in Book 17873, Page 528. Said lot is located on the Town of Waterboro Tax Assessors maps as Lot 51 on Tax Map 7. The lot consists of a total of 137 acres of land more or less.

I here state that hep Energy USA Project Development LLC and its subsidiary hep Waterboro SPV LLC is duly authorized to engineer, construct, and apply for all necessary permits to complete a solar array on my property.

Signed

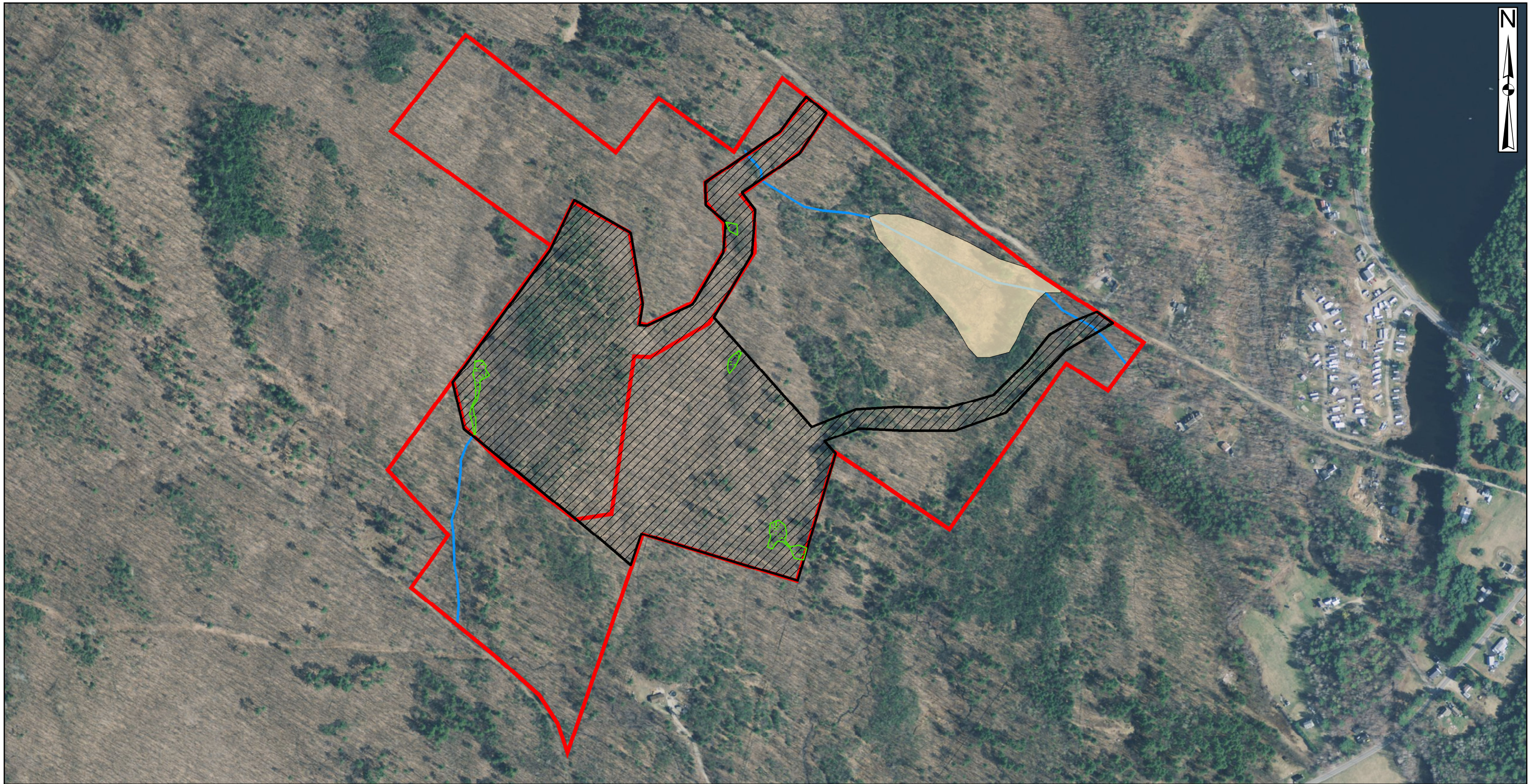
Avery T Day

Signed

Sarah C Day

APPENDIX B

NATURAL RESOURCES MAP

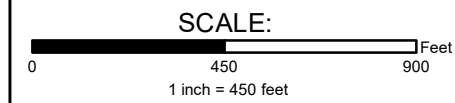
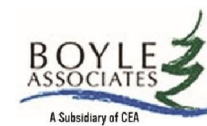


INDEX MAP



LEGEND

- HEP Parcel Boundary
- Recon Stream (Based on Desktop)
- Recon Area
- Recon Wetland (Based on Desktop)
- Delineated Wetland



hep there is no planet b.

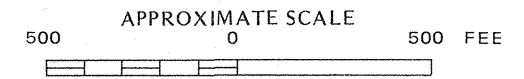
**NATURAL RESOURCES MAP
WATERBORO SITE**

PROJECT NUMBER: 636

SEPTEMBER 3, 2020

APPENDIX C

FEMA MAP



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
WATERBORO,
MAINE
YORK COUNTY

PANEL 9 OF 20
 (SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
230199 0009 C

EFFECTIVE DATE:
FEBRUARY 1, 1985



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

APPENDIX D

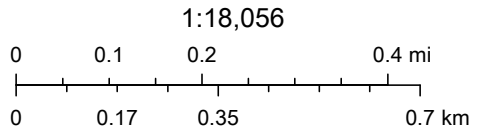
HABITAT MAPS

Beginning With Habitat



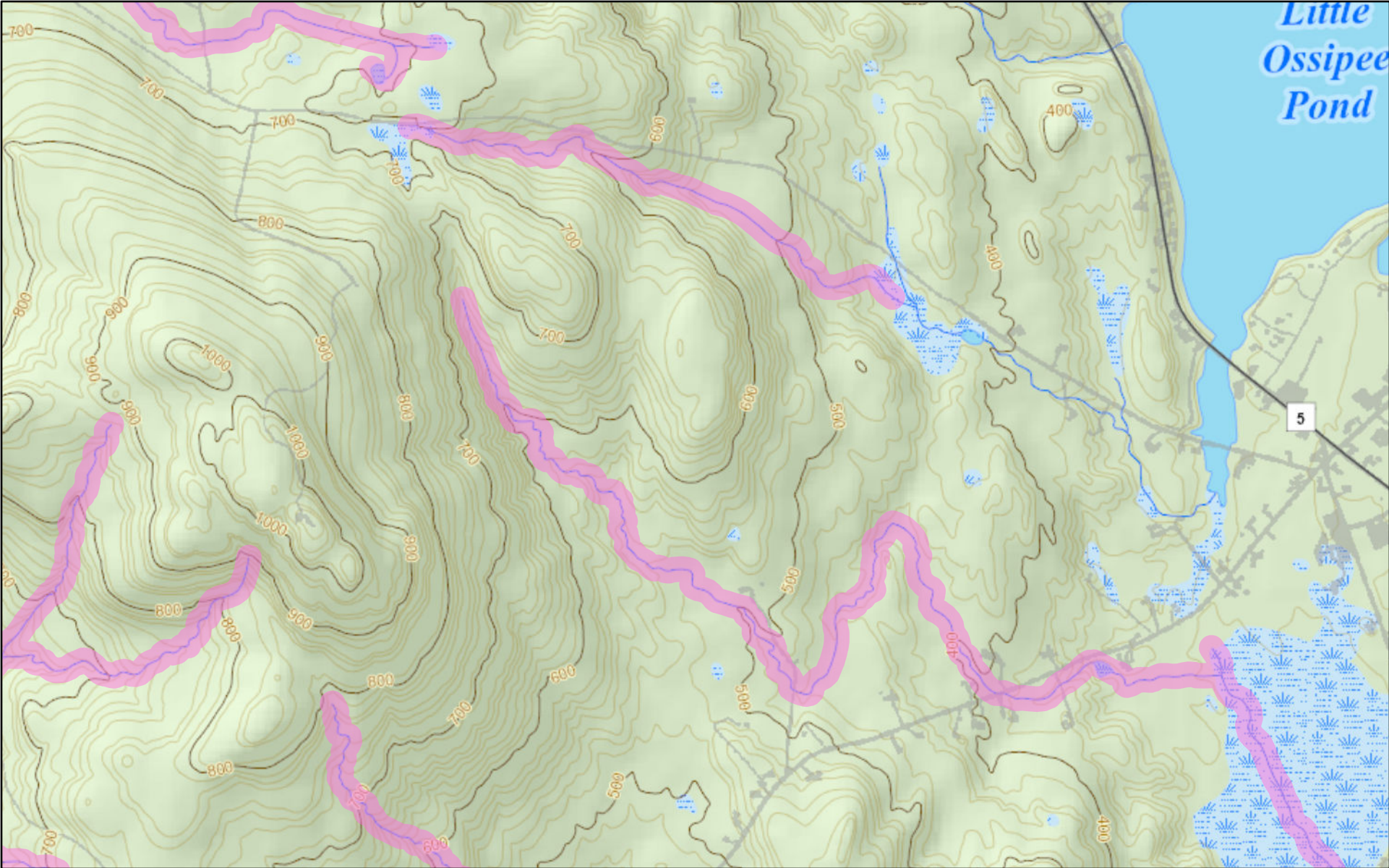
November 6, 2020

conserved3  undev
 Private



BwH, USDA FSA, GeoEye, Maxar

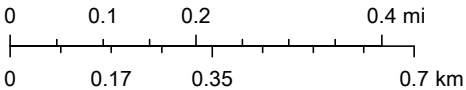
Beginning With Habitat



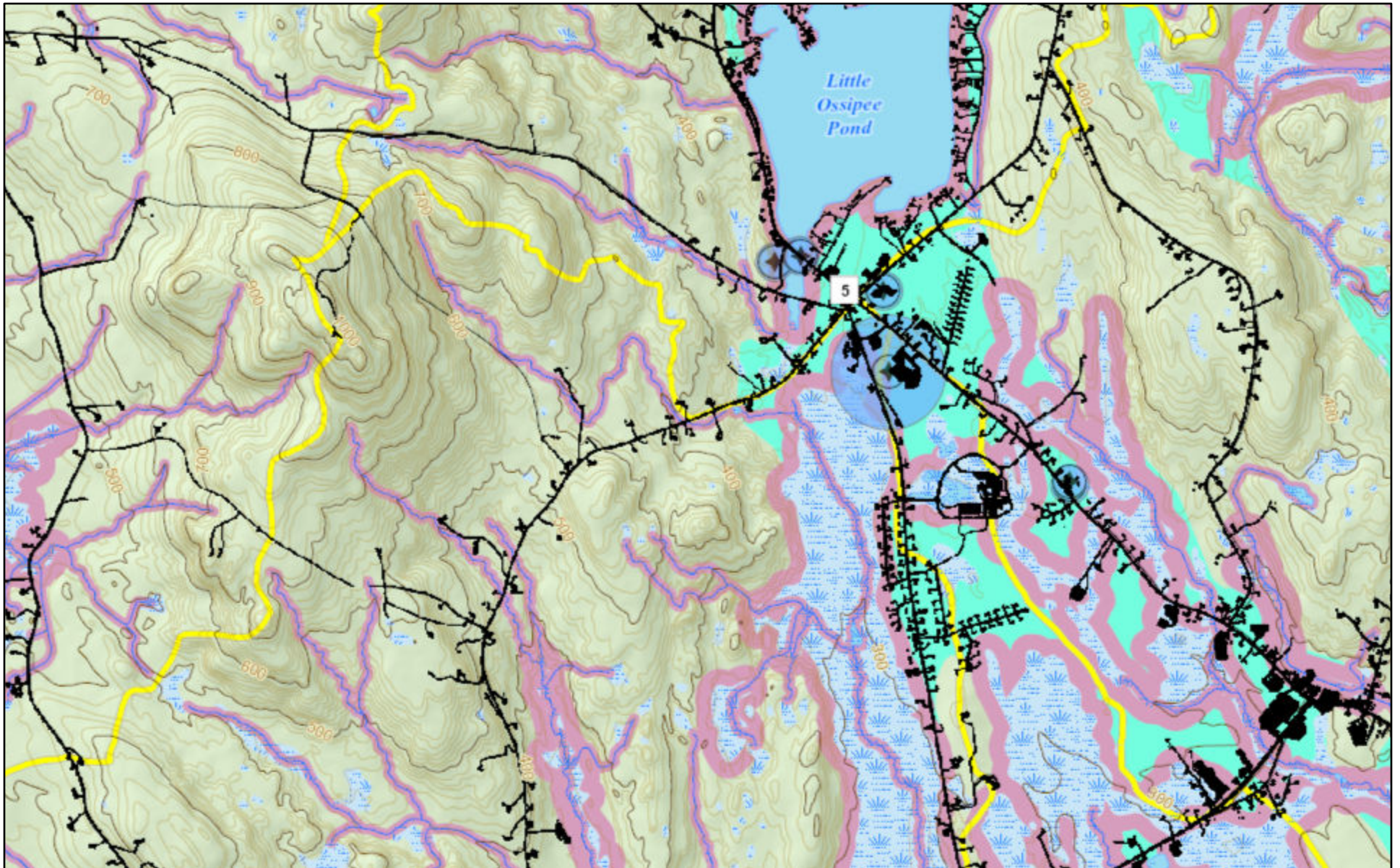
November 6, 2020

 btrout

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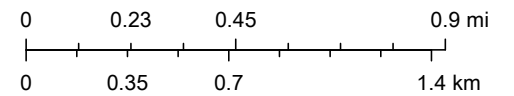
Water Resources and Riparian Habitats



November 6, 2020

Watershed Divide (HUC 12)

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Beginning With Habitat, State of Maine, Corson GIS Solutions

Beginning with Habitat
Beginning with Habitat 2015

APPENDIX E

IPAC RESOURCE LIST

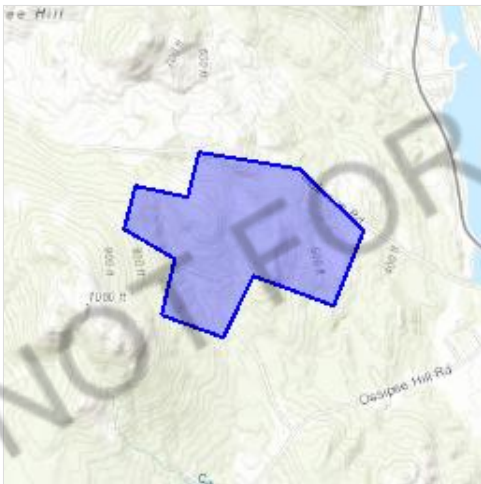
IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

York County, Maine



Local office

Maine Ecological Services Field Office

☎ (207) 469-7300

📅 (207) 902-1588

MAILING ADDRESS

P. O. Box A

East Orland, ME 04431

PHYSICAL ADDRESS

306 Hatchery Road

East Orland, ME 04431

<http://www.fws.gov/mainefieldoffice/index.html>

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME

STATUS

Northern Long-eared Bat *Myotis septentrionalis*
 No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/9045>

Threatened

Flowering Plants

NAME

STATUS

Small Whorled Pogonia *Isotria medeoloides*
 No critical habitat has been designated for this species.
<https://ecos.fws.gov/ecp/species/1890>

Threatened

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general

public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)
<p>Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626</p>	<p>Breeds Dec 1 to Aug 31</p>
<p>Bobolink <i>Dolichonyx oryzivorus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p>	<p>Breeds May 20 to Jul 31</p>
<p>Prairie Warbler <i>Dendroica discolor</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p>	<p>Breeds May 1 to Jul 31</p>
<p>Wood Thrush <i>Hylocichla mustelina</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p>	<p>Breeds May 10 to Aug 31</p>

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ “Proper Interpretation and Use of Your Migratory Bird Report” before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

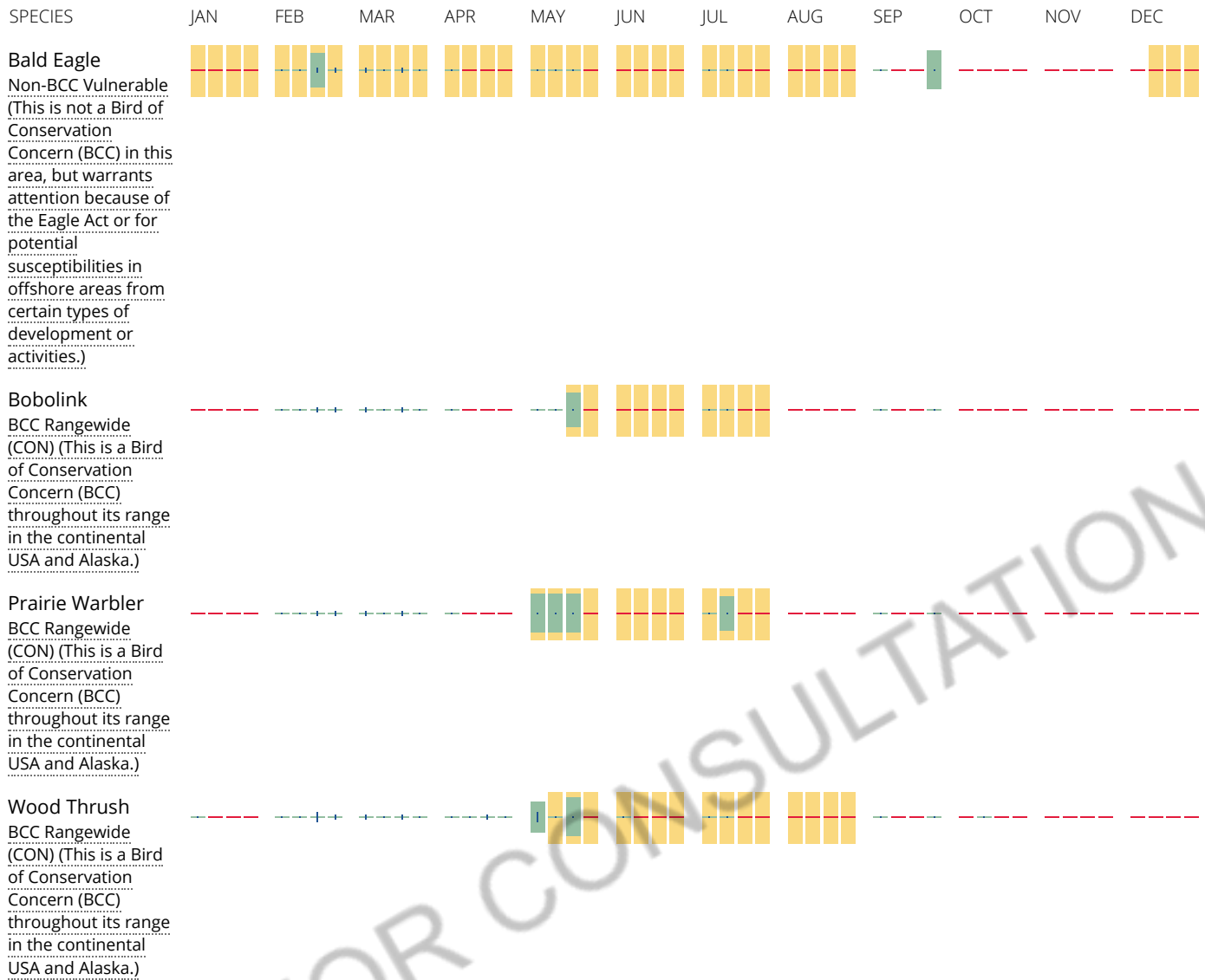
No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

■ probability of presence ■ breeding season | survey effort — no data



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [AKN Phenology Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

Wildlife refuges and fish hatcheries

REFUGE AND FISH HATCHERY INFORMATION IS NOT AVAILABLE AT THIS TIME

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER EMERGENT WETLAND

[PEM1E](#)

FRESHWATER FORESTED/SHRUB WETLAND

[PFO1E](#)

[PSS1/FO5Fb](#)

FRESHWATER POND

[PUS3C](#)

RIVERINE

[R4SBC](#)

[R2UBH](#)

A full description for each wetland code can be found at the [National Wetlands Inventory website](#)

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.