



October 30, 2020

Mr. Mathieu Duvall, Chairman
City of Auburn Planning Board
60 Court Street
Auburn, ME 04210

RE: **Special Exception/Development Review Application**
1040 Perkins Ridge Road
Auburn, Maine

Dear Mr. Duvall:

Borrego Solar Systems, Inc., on behalf of 978 Solar Development, LLC, is pleased to submit our Development Review/Special Exception permit application for review by the City of Auburn Planning Board for a solar project at tax map 295-004. In accordance with the newly approved solar ordinance we are seeking approval for a 4.995 mW (AC) ground mounted solar project in the Agriculture and Resource Protection zoning district.

We have attached 15 copies of the attached application package, including five (5) full size (24" x 36") plans and 10 (ten) smaller (11" x 17") plans. Documentation is in accordance with checklist.

Development Review Application package

- Narrative/project description/Owner's Authorization/Redacted Lease
- Tax Maps/Abutters list
- Technical and Financial capacity
- Maine state agency letters
- Erosion and Sedimentation Control Narrative
- FEMA map/Soils Maps/Sand & Gravel Aquifer Map
- Stormwater Calculations
- Major Components catalog sheets
- Deeds
- Decommissioning Estimate
- Glare Analysis
- Noise Analysis
- Fee of \$700 check (#3582), dated 10-14-20.

The soils analysis required in the solar ordinance will be submitted under separate cover. We look forward to meeting with the Auburn Planning Board at the December 2020 meeting. Please do not hesitate to contact me at 508-983-4996 or dalbrecht@borregosolar.com.

Sincerely
Borrego Solar Systems, Inc.

David M. Albrecht, P.E.
Principal Civil Engineer

SITE PLAN SUBMISSION

**1040 PERKINS RIDGE ROAD
4.990 mW (AC) SOLAR PROJECT**

Submitted to:

City of Auburn
Planning Board
60 Court Street, Suite 150
Auburn, ME 04210

Submitted by:

978 Solar Development, LLC
c/o Borrego Solar Systems, Inc.
55 Technology Drive, Suite 102
Lowell, MA 01851

October 30 2020

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SITE PLAN REVIEW APPLICATION

Application/Checklist
Owner's authorization
Lease Agreement (Redacted)
Narrative



City of Auburn, Maine

Economic & Community Development

Michael Chammings, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

Development Review Application

PROJECT NAME: Perkins Ridge Road Solar (978 Solar Development, LLC c/o Borrego Solar Systems, Inc.)

PROPOSED DEVELOPMENT ADDRESS: 1040 Perkins Ridge Road

PARCEL ID #: 295-004

REVIEW TYPE: Site Plan ☒ Site Plan Amendment ☐
 Subdivision ☐ Subdivision Amendment ☐

PROJECT DESCRIPTION: Construction of a 5 mW (DC) solar energy system approx. 18.9 acres in size. 14-foot wide gravel access roads, emergency turnaround, electrical equipment areas (with energy storage), 7-foot high chain link fences, locked gates, and underground conduits. Racking will be founded in the ground with augured screws. Point of interconnection is on west side of Perkins Ridge Road.

CONTACT INFORMATION:

978 Solar Development, LLC

Applicant c/o Borrego Solar Systems, Inc.

Name: David M. Albrecht, P.E.

Address: 55 Technology Drive, Suite 102

City / State Lowell, MA

Zip Code 01851

Work #: 978-513-2621

Cell #: 508-983-4996

Fax #:

Home #:

Email: dalbrecht@borregosolar.com

Property Owner

Name: Apple Ridge Farms, Inc. (H. Ricker)

Address: 1040 Perkins Ridge Road (PO 202)

City / State Turner, ME

Zip Code 04282

Work #: 207-754-3455

Cell #:

Fax #:

Home #:

Email: harryricker@gmail.com

Project Representative

Name: Same as above.

Address:

City / State

Zip Code

Work #:

Cell #:

Fax #:

Home #:

Email:

Other professional representatives for the project (surveyors, engineers, etc.).

Name: CES, Inc. (surveyor, wetland scientist)

Address: One Merchants' Plaza, Suite 701

City / State Brewer, ME

Zip Code 04401

Work #: 207-989-4824

Cell #:

Fax #:

Home #:

Email: stheis@cesincusa.com

PROJECT DATA

The following information is required where applicable, in order complete the application

IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	44,690 (drives)	sq. ft.
Proposed Total Paved Area	24,332 (gravel)	sq. ft.
Proposed Total Impervious Area	69,022	sq. ft.
Proposed Impervious Net Change	+24,332	sq. ft.
Impervious surface ratio existing	1.8 %	% of lot area
Impervious surface ratio proposed	2.8 %	% of lot area

BUILDING AREA/LOT COVERAGE

Existing Building Footprint	37,470	sq. ft.
Proposed Building Footprint	0	sq. ft.
Proposed Building Footprint Net change	0	sq. ft.
Existing Total Building Floor Area	n/a	sq. ft.
Proposed Total Building Floor Area	n/a	sq. ft.
Proposed Building Floor Area Net Change	n/a	sq. ft.
New Building	0	(yes or no)
Building Area/Lot coverage existing	1.5 %	% of lot area
Building Area/Lot coverage proposed	1.5 %	% of lot area

ZONING

Existing Agriculture-Resource Protection & Low Density Country Residential

Proposed, if applicable n/a

LAND USE

Existing Agricultural
Proposed Agricultural/Solar System

RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	1
Proposed Number of Residential Units	0
Subdivision, Proposed Number of Lots	0

PARKING SPACES

Existing Number of Parking Spaces	Unknown, not marked
Proposed Number of Parking Spaces	0
Number of Handicapped Parking Spaces	Unknown, not marked
Proposed Total Parking Spaces	No change

ESTIMATED COST OF PROJECT: \$7,000,000

DELEGATED REVIEW AUTHORITY CHECKLIST

SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	sq. ft.
Proposed Disturbed Area	sq. ft.
Proposed Impervious Area	sq. ft.

1. If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.
2. If the proposed impervious area is greater than one acre including any impervious area created since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.
3. If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.
4. If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.

TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing n/a passenger car equivalents (PCE)
(Since July 1, 1997)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) n/a passenger car equivalents (PCE)
If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

Zoning Summary

1. Property is located in the AG / LDCR (frontage) zoning district.
2. Parcel Area: 57.0 acres / 2,482,920 square feet(sf).

Regulations	<u>Required/Allowed</u>	<u>Provided</u>
Min Lot Area	- / -	-
Street Frontage	- / -	-
Min Front Yard	25' /	242'
Min Rear Yard	15' /	103'
Min Side Yard	25' / 353'* /	164'
Max. Building Height	30' /	12'
Use Designation	/Solar Energy Facility	
Parking Requirement	1 space/ per n/a	square feet of floor area
Total Parking:	n/a /	
Overlay zoning districts (if any):	- /	- /
Urban impaired stream watershed?	YES/NO If yes, watershed name <u>No</u>	

Taken from Chapter 60
Article XVIII Solar
Energy
Generating Systems

* or 25% of the average depth of lot whichever is less

Average depth of lot = 1,410' (0.25 * 1,410 = 353')

DEVELOPMENT REVIEW APPLICATION SUBMISSION

Submissions shall include fifteen (15) complete packets containing the following materials:

1. 5 Full size plans and 10 smaller (no larger than 11" x 17") plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed by the property owner or designated representative.
(NOTE: All applications will be reviewed by staff and any incomplete application will not be accepted until all deficiencies are corrected.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

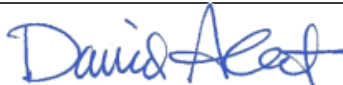
Refer to the application checklist for a detailed list of submittal requirements.

To view the City of Auburn Zoning Ordinance, go to:

www.auburnmaine.gov under City Departments / Planning, Permitting & Code / Subdivisions / Land Use / [Zoning Ordinance](#)

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.

Signature of Applicant: 	Date: <div style="text-align: center;">October 30, 2020</div>
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Please find the signed owners authorization form attached.



City of Auburn, Maine

Economic & Community Development

Michael Chammings, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

Development Review Checklist

The following information is required where applicable to be submitted for an application to be complete

PROJECT NAME: Perkins Ridge Road Solar (978 Solar Development, LLC c/o Borrego Solar Systems, Inc.)

PROPOSED DEVELOPMENT ADDRESS: 1040 Perkins Ridge Road

PARCEL #: 295-004

Required Information		Check when Submitted		Applicable Ordinance
		Applicant	Staff	
Site Plan				
	Owner's Names/Address	Done		
	Names of Development	Done		
	Professionally Prepared Plan	Done		
	Tax Map or Street/Parcel Number	Done		
	Zoning of Property	Done		
	Distance to Property Lines	Done		
	Boundaries of Abutting land	Done		
	Show Setbacks, Yards and Buffers	Done		
	Airport Area of Influence	N/A		
	Parking Space Calcs	N/A		
	Drive Openings/Locations	Existing		
	Subdivision Restrictions	None		
	Proposed Use	Solar		
	PB/BOA/Other Restrictions	N/A		
	Fire Department Review	TBD		
	Open Space/Lot Coverage	Done		

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
Landscape Plan		<i>Applicant</i>	<i>Staff</i>	
	Greenspace Requirements	N/A		
	Setbacks to Parking	N/A		
	Buffer Requirements	N/A		
	Street Tree Requirements	N/A		
	Screened Dumpsters	N/A		
	Additional Design Guidelines	TBD		
	Planting Schedule	TBD		
Stormwater & Erosion Control Plan		<i>Applicant</i>	<i>Staff</i>	
	Compliance w/ chapter 500			
	Show Existing Surface Drainage			
	Direction of Flow			
	Location of Catch Basins, etc.			
	Drainage Calculations			
	Erosion Control Measures			
	Maine Construction General Permit			
	Bonding and Inspection Fees			
	Post-Construction Stormwater Plan			
	Inspection/monitoring requirements			
Lighting Plan		<i>Applicant</i>	<i>Staff</i>	
	Full cut-off fixtures			
	Meets Parking Lot Requirements			
Traffic Information		<i>Applicant</i>	<i>Staff</i>	
	Access Management	N/A		
	Signage	N/A		
	PCE - Trips in Peak Hour	N/A		

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
	Vehicular Movements	N/A		
	Safety Concerns	N/A		
	Pedestrian Circulation	N/A		
	Police Traffic	N/A		
	Engineering Traffic	N/A		
Utility Plan		<i>Applicant</i>	<i>Staff</i>	
	Water	N/A		
	Adequacy of Water Supply	N/A		
	Water main extension agreement	N/A		
	Sewer	N/A		
	Available city capacity	N/A		
	Electric	Shown		
	Natural Gas	N/A		
	Cable/Phone	N/A		
Natural Resources		<i>Applicant</i>	<i>Staff</i>	
	Shoreland Zone	N/A		
	Flood Plain	Noted		
	Wetlands or Streams	Noted		
	Urban Impaired Stream	N/A		
	Phosphorus Check	N/A		
	Aquifer/Groundwater Protection	N/A		
We will be submitting a Stormwater PBR to DEP	Applicable State Permits	DEP		
	Lake Auburn Watershed	No		
	Taylor Pond Watershed	Yes		
Right, Title or Interest		<i>Applicant</i>	<i>Staff</i>	
	Verify			
	Document Existing Easements, Covenants, etc.	Yes		

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
Technical & Financial Capacity		<i>Applicant</i>	<i>Staff</i>	
	Cost Est./Financial Capacity	Incl.		
	Performance Guarantee	TBD		
State Subdivision Law		<i>Applicant</i>	<i>Staff</i>	
	Verify/Check	N/A		
	Covenants/Deed Restrictions	N/A		
	Offers of Conveyance to City	N/A		
	Association Documents	N/A		
	Location of Proposed Streets & Sidewalks	N/A		
	Proposed Lot Lines, etc.	N/A		
	Data to Determine Lots, etc.	N/A		
	Subdivision Lots/Blocks	N/A		
	Specified Dedication of Land	N/A		
Additional Subdivision Standards		<i>Applicant</i>	<i>Staff</i>	
	Mobile Home Parks	N/A		
	PUD	N/A		
A JPEG or PDF of the proposed site plan		<i>Applicant</i>	<i>Staff</i>	
		Yes		
Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving				



PLANNING & PERMITTING

FEE SCHEDULE

(Effective Date: August 1, 2013)

In accordance with the provisions of the Code of Ordinances of the City of Auburn,
the City Council hereby establishes the following fees:

BUILDING PERMIT FEE SCHEDULE	
1 & 2 Family	<i>(All Values Rounded to Nearest Thousand)</i>
New construction / Additions	\$25 base + \$0.25 sf
Accessory Structure	\$25 base + \$0.07 sf
Renovation < \$2,500	\$25
Renovation > \$2,500	\$25 base + \$5.00 per \$1,000 value
Foundation Only	\$25 base + \$5.00 per \$1,000 value
Multi-family / Condo	
New Construction / Additions	\$25 base + \$0.30 sf
Renovations	\$25 base + \$5.00 per \$1,000 value
Mobile Home	
New or Used	\$25 base + \$0.15 sf
Additions	\$25 base + \$0.25 sf
Commercial	
New Construction	\$25 base + \$0.35 sf (per floor)
Renovation (including tenant fit-up)	\$25 base + \$7.00 per \$1,000 value
Foundation Only	\$25 base + \$5.00 per \$1,000 value
Swimming Pools	
Above Ground Swimming Pool	\$35
In-ground Swimming Pool	\$80
Misc. Permits	
Fences (Over 6 ft in height)	\$25
Underground Storage Tank	\$50 (first tank) + \$15 (additional tanks)
Moving Building	\$100
Driveways	\$25
Parking lots	\$50 + \$3.00 per parking stall
Change of Use	\$40

Misc. Permits Continued	
Certificate of Occupancy	Included in Permit (\$260 penalty)
Signs	\$25 base + \$0.50 sf
Home Occupation Permit	\$120 prorated 1 st year then \$60 annual renewal fee
Demolition	
Less than 1,000 sf	\$27
1,000 sf to 5,000 sf	\$80 + \$0.02 sf
Greater than 5,000 sf	\$210 + \$0.02 sf

Belated Fee

The customary permit fee shall double where work commences prior to the issuance of the appropriate permits.

Building Permit Fee Reimbursement Policy

In the event that the recipient of a building permit does not undertake any of the building activity associated with a given permit, he/she may submit a written request to the Director of Planning and Code Enforcement for the reimbursement of the permit fee paid for said permit. If the request for reimbursement is made within six months of the issuance of said permit, and if no work associated with said permit was commenced, 75% of the permit fee will be reimbursed. The City shall retain 25% of the permit fee to provide compensation for the costs associated with issuance of said permit and to process reimbursement.

Note: sf - square feet

ELECTRICAL PERMIT FEE SCHEDULE	
Residential Min. Fee (1 & 2 Family): \$32.00	Commercial Minimum Fee: \$42.00
New Dwelling – Fee per unit (includes service): \$58.00	Manufactured Home – Fee per unit (includes service): \$42.00
Transformers, Generators & UPS (battery back-up) 1-10 Kw/Kva = \$18.00 11-25 Kw/Kva = \$24.00 >25 Kw/Kva = \$30.00	Service - Single Phase Up to 100 amps \$12.00
Motors: Up to 5HP \$8.00 6 - 10HP \$12.00 11 - 25HP \$18.00 Ea. Add'l 5HP over 25HP \$2.00	Openings: 1-10 openings \$12.00 11-30 openings \$15.00 31-60 openings \$20.00 60 + openings \$00.50 each
Swimming Pools A/G \$40.00 I/G \$50.00	Signs Temporary \$15.00 Permanent \$25.00
Hot tubs, Spas, Saunas \$37.00	Belated Fee (1 st offense per calendar year) \$200.00

DISPOSAL SYSTEM PERMIT FEE SCHEDULE		
Permit Type		Fees*
Engineered System		\$300.00
Non-Engineered System **		\$250.00
Primitive System (Includes one alternative toilet)		\$150.00
Separate grey waste disposal field		\$50.00
Seasonal conversion permit		\$75.00
First-Time System Variance		\$50.00
Alternative toilet (only)		\$75.00
Disposal field only (engineered system)		\$150.00
Disposal field only (non-engineered)		\$150.00
Treatment tank only (engineered system)		\$120.00
Treatment tank only (non-engineered system)		\$150.00
Holding tank		\$150.00
Other components (complete pump station, piping, other)		\$50.00
*Additional State Review fees May Be Required.		
** Requires State of Maine \$15.00 Subsurface Wastewater System Permit Surcharge.		
INTERNAL PLUMBING PERMIT FEE SCHEDULE		
\$10.00 per fixture. \$40.00 minimum fee. Charge doubles if work begun before permit issued.		

ZONING & LAND USE FEE SCHEDULE			
Type of Review	Development Review Fee	Required Advertising Fee	Total Fee
Zoning Amendments			
- Text Amendments	\$400.00	\$300.00	\$700.00
- Map Amendments	\$400.00	\$300.00	\$700.00
Zoning Board			
- Appeal / Interpretation / Variance / Conditional Use Permits: Multiple Appeal Types I.E.: Administrative, Interpretational, Variance, etc...	\$150.00	\$200.00	\$350.00
Site Plan Review			
- Minor Projects: Interdepartmental / Staff review	\$200.00	N/A	\$200.00
- Major Projects & Subdivision of Existing Structures: PB Review / Special Exceptions	\$500.00	\$200.00	\$700.00
Site Plan Amendment			
- Staff Approved Amend / De Minimis Change	\$100.00	N/A	\$100.00
- Planning Board Approved Amendment	\$500.00	\$200.00	\$700.00
Subdivision Review			
- Major & Minor - New Lots / Structures	\$750 per 1st 3 lots & \$100 per unit thereafter	\$200.00	Depends on # of lots or units + PRA
Delegated Review (in addition to site plan or subdivision fee when required)			
- Includes one or all areas (Stormwater, TMP, Site Law, etc...)	\$1,000 plus applicable site plan review fee	N/A	\$1,000.00
Zoning Conformance / Rebuild Letter	\$50.00	N/A	\$50.00
Independent Professional Review Fees			
Staff may determine, due to the size and nature of the project, that a peer review is necessary to generate facts sufficient to warrant a finding that certain applicable criteria			
Engineering Inspection Fees			
Inspections required by the City Engineer for projects that directly impact municipal infrastructure or for proposed city streets shall be paid for by the developer / applicant.			
PRA = Plus Required Advertising; \$100 per required public newspaper notice - See table below			
Request Type	PRA PB or ZB	PRA City Council	Total Fee
Zoning Ordinance Text or Map Amendment Petitions	2	1	\$300.00
Zoning Board of Appeals	2	0	\$200.00
Site Plan Review (Major / Special Exception with or without Delegated Review)	2	0	\$200.00

NOTE: PB = Planning Board / ZB = Zoning Board

COVER SHEET

OPTION AND LEASE AGREEMENT

Effective Date	JAN. 10, 2020	
Lease Commencement Date	_____, 20____ [To be completed on the date the option is exercised]	
Lessor	Apple Ridge Farms, Inc.	
Lessee	978 Solar Development, LLC	
Property Address	1040 Perkins Ridge Road, Auburn, ME	
Option Payment	[REDACTED]	
First Additional Option Payment	[REDACTED]	
Second Additional Option Payment	[REDACTED]	
Rent	[REDACTED]	
Lease Term	The term commencing on the date of delivery of the Exercise Notice and ending on the Expiration Date, subject to Lessee's option to extend the Lease Term for up to four (4) additional and successive periods of five (5) years each.	
Expiration Date	The date that is twenty (20) years from the Commercial Operation Date, as may be extended pursuant to this Agreement.	
Addresses for Notices	<u>Lessee:</u> 978 Solar Development, LLC c/o Borrego Solar Systems, Inc. 55 Technology Drive, Suite 102 Lowell, MA 01853 Attn: EVP Project Finance <u>With a copy to:</u> Borrego Solar Systems, Inc. 1814 Franklin Street, Suite 700 Oakland, CA 94612 Attn: General Counsel <u>With a copy to:</u> legalnotices@borregosolar.com	<u>Lessor:</u> Apple Ridge Farms, Inc. P.O. Box 202 Turner, ME 04282

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement (this “**Agreement**”) is dated as of the Effective Date and is entered into by and between Lessor and Lessee (each a “**Party**” and together, the “**Parties**”).

RECITALS

A. Lessor owns the real property, together with any rights, benefits and easements appurtenant to such real property more particularly described in the attached **Exhibit A** (the “**Property**”).

B. Lessee desires to obtain, the exclusive right to occupy a portion of the Property (the “**Land**”) and, if applicable, the Easements (the Easements together with the Land are collectively referred to as the “**Premises**”) in the general location(s) shown in the attached **Exhibit B**, and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain, and operate one or more solar photovoltaic electric power generating and/or storage Systems (as defined in **Exhibit C** attached hereto) as well as ancillary buildings, structures, fixtures, or enclosures necessary or desirable in connection therewith to be located upon, under, on and within the Premises, or any portion thereof and all rights necessary or desirable for Lessee to sell the energy generated by or stored within such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation and/or storage.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, Lessee and Lessor hereby agree to and intend to be bound by the foregoing recitals and as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined in this Agreement have the meanings assigned to them on the Cover Sheet or in the attached **Exhibit C**.

2. **Access to Property.** Commencing on the Effective Date and throughout the Option Term, Lessee and its employees, agents, contractors and current or potential lenders or investors, shall have the non-exclusive right and easement to enter upon the Property to perform all effort and labor necessary to carry out tests, inspections, surveys and investigations that Lessee deems necessary or advisable to assess the feasibility of the Property for the construction and operation of the System (“**Tests**”). During the Lease Term, Lessee shall have exclusive access to the Land and non-exclusive access to the Easements to design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the System. Lessor shall not interfere with the Tests during the Option Term and during the Lease Term, Lessor shall not enter on the Land or interfere with the installation of the System, move, adjust, alter, tamper with, or otherwise handle any Lessee equipment or any component of the System.

3. **Option to Lease the Premises.**

(a) **Grant of Option.** Lessor hereby grants to Lessee the exclusive option to lease all or a portion of the Land and acquire the Easements on the terms and conditions set forth in this Agreement (the “**Option**”).

(b) **Time and Manner of Exercise of the Option.** The Option shall be for an initial term of five hundred forty (365) days after the Effective Date (as it may be extended, the “**Option Term**”). The Option Term may be extended by Lessee for up to two (2) additional three hundred sixty-five (365) day periods upon notice to Lessor prior to the end of the then-current Option Term.

(d) Lessor Cooperation. During the Option Term and throughout the Lease Term, Lessor shall fully cooperate with (i) the performance of Tests, at Lessee's expense, (ii) the obtaining by Lessee, at Lessee's expense, of all licenses, and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities, including any approvals required to obtain a tax abatement for the Premises, as may be applicable, and any subdivision of the Property to be sought by Lessee in connection with the construction, operation and maintenance of the Systems, (collectively, "**Governmental Approvals**"), (iii) the securing by Lessee at Lessee's expense of all other leases, agreements, licenses, and Permits or authorizations that relate to either the Property or Premises, and (iv) the securing by Lessee of any amendments to this Agreement that are reasonably necessary to accommodate the System, or to facilitate an assignment pursuant to Section 21. Lessor agrees and acknowledges that any amendment to the Agreement pursuant to this Section 3(d) that does not materially increase any obligation or materially decrease any right of Lessor hereunder, shall not result in adjustment of the Rent unless otherwise required under this Agreement. Lessor authorizes Lessee and its Affiliates to act as Lessor's agent for the limited purposes of the submission of applications and related plans, documents and recordings, and to appear before boards and other officials, with respect to obtaining approvals for solar installations to be constructed on the Premises, and shall execute an authorization letter to that effect ("**Authorization Letter**"), in substantially the form in the attached **Exhibit F**. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at the Premises. In the event that a utility company requires an easement in connection with Lessee's use of the Premises during the Option Term or Lease Term, Lessor shall grant such necessary easement to the utility company, provided that such easement is in a commercially reasonable and recordable form.

(e) Use of the Property. During the Option Term, Lessor may continue to use the Property in the ordinary course, *provided, however*, Lessor shall not commit waste on the Property or otherwise materially change the Property, nor will Lessor agree to grant or permit any easement, lease, license, right of access or other possessory right in the Premises to any third party without the prior written consent of Lessee.

4. **Exercise of Option; Lease; Easements; and Related Rights.**

(a) Exercise of Option. In order to exercise the Option, Lessee must deliver to Lessor a notice of exercise (the "**Exercise Notice**") prior to the expiration of the Option Term. The date of the Exercise Notice shall be the commencement of the Lease Term (the "**Lease Commencement Date**").

(b) Lease. Subject to receipt of the Exercise Notice, Lessor hereby leases and grants to Lessee, for the Lease Term, the exclusive rights to the Land together with all right, title and interest of Lessor in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove the System for the generation, storage and distribution of electrical power.

(c) Easement. Subject to receipt of the Exercise Notice, and if noted on **Exhibit B**, Lessor hereby grants to Lessee a non-exclusive, appurtenant easement on, under, over, across and through the Property in the locations more particularly described on the attached **Exhibit B**, for the Lease Term, to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove at all times on a 24-hours-a-day, 7-days-a-week basis (i) a road ("**Access Easement**") and (ii) utility and communication infrastructure, including without limitation poles, supporting towers, guys and anchors, fibers, cables and other conductors and conduits, and pads, transformers, switches, vaults and cabinets, and related equipment to connect the System to the local electric distribution system, together with the right of access to the utility infrastructure over the Property, for any purpose reasonably connected with the System (the "**Utility Easement**"). Lessor hereby also grants to

Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for the Lease Term, an easement for ingress, egress and related rights over the Property passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the “**easement**” and together with the Access Easement and the Utility Easement, the “**Easements**”). If Lessee determines in its reasonable discretion that any additional easements across the Property, and/or any surrounding or nearby property owned or leased by Lessor, are necessary, useful or appropriate for the construction and/or operation of the System, Lessor shall not unreasonably withhold, condition or delay the granting or agreeing to such easements by amendment to this Agreement or by separate agreement and recordation of same.

(d) Construction Laydown Area. Subject to receipt of the Exercise Notice, Lessor hereby further grants to Lessee, and Lessee hereby accepts from Lessor, a non-exclusive license to use an area of the Property in a location mutually agreed upon by the Parties (the “**Construction License**”), which area shall be referred to herein as the “**Construction License Area**”, for use as a laydown and construction staging area and for temporary storage. Such Construction License shall commence at such time as Lessee commences construction of the System and shall terminate on the Commercial Operation Date. Lessee shall have access to the Construction License Area 24 hours per day, 7 days per week. Lessee agrees to work in good faith with Lessor to minimize any interference with the operations of Lessor or any other lessees on the Property. Upon or prior to the Commercial Operation Date, Lessee, at Lessee’s sole cost and expense, shall surrender the Construction License Area to Lessor in the same condition as the date Lessee first occupied the Construction License Area, ordinary wear and tear excepted.

(e) Utilities. At Lessee’s request and expense, Lessor shall provide or cooperate with the provision of electric current and water to the perimeter of the Premises; *provided, however*, separate meters for such utilities shall be installed at Lessee’s expense and Lessee shall be responsible for all utility expenses. Lessor grants Lessee the right to install, use, modify, and remove water lines, sewer lines, storm water lines, overhead, and/or underground power lines, fuel lines, telephone and communication lines, pipelines, conveyors, and drainage ditches and/or canal systems within the Premises as are reasonably required for operation of the System, and use or modify the existing lines, ditches, and canal systems as may be reasonably required subject to Lessor’s prior consent, which shall not be unreasonably delayed, conditioned, or withheld and given within ten (10) days of notification or otherwise deemed approved.

(f) The Parties recognize that the descriptions of the Premises are based on preliminary site discovery information, and that these descriptions shall be modified via amendment prior to construction. As such, Lessor hereby agrees to execute any amendment to this Agreement proposed by Lessee which modifies the Premises, including reducing the size of the Premises and/or splitting the Premises into two or more to accommodate two or more systems and entering into multiple leases, provided that such amendment is reasonably necessary to accommodate (i) the System as designed, or (ii) the System as modified by Lessee to comply with the requirements of any Governmental Authority or the Local Electric Utility, including, but not limited to, entering into an amendment in the form attached hereto as **Exhibit G**. For the avoidance of doubt, under no circumstances shall Lessor be entitled to any increase in Rent or other additional compensation under this Agreement as a result of an amendment to the description of the Premises.

5. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. **Extension Option.** Lessee shall have the option to extend the Lease Term (“***Extension Option***”) for up to four (4) additional and successive periods of five (5) years each beginning on the day following the Expiration Date of the then-current Lease Term (each an “***Extension Term***”), by giving notice (the “***Extension Exercise Notice***”) to Lessor not less than ninety (90) days prior to the then-current Expiration Date, and without the requirement of any further action on the part of either Lessor or Lessee.

8. **System Construction and Maintenance.** Throughout the Lease Term and through the Removal Date, Lessee shall have the right to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Agreement, including, without limiting the generality of the foregoing, the right (i) to design, construct, install, and operate the System, (ii) to maintain, clean, repair, replace, add to, remove or modify the System or any part thereof as determined to be necessary by Lessee in its sole discretion and in accordance with the Permits and Applicable Laws, (iii) to use any and all appropriate means of restricting access to the System and Premises, including without limitation, the construction of a fence, and (iv) to permanently grub and grade the Premises and to permanently remove and/or clear any trees, vegetation, structures, rocks, watercourses (to the extent permissible) or other encumbrances existing on the Premises determined to be necessary by Lessee in its sole discretion and in accordance with the Permits and Applicable Laws (it being expressly acknowledged and agreed by the parties that Lessor shall maintain ownership of all stumpage on the Premises and associated stumpage value). Notwithstanding the foregoing or anything herein to the contrary, in the event that Lessee shall receive a bona fide offer from a third party to contract with such third party for the performance of grounds maintenance, tree clearing, stump removal, and/or grubbing of the Premises that Lessee wishes to accept, Lessee shall provide to Lessor notice that it has received such an offer (the “***Notice of Offer***”) identifying the offered price (the “***Offered Price***”) and any material terms and conditions set forth in such offer, and Lessor shall have a right of first refusal for a period of five (5) business days from the date of such Notice of Offer, to enter into a contract with Lessor (and/or Lessor’s designated subcontractors, provided that such subcontractors meet Lessee’s standard subcontractor requirements) at the Offered Price and on substantially the same terms and conditions as described in the Notice of Offer. Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, and maintenance of the System, and System Removal.

9. **Permits; Lessor Cooperation.** Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits. In the event Lessee, in its sole discretion, shall determine that the Premises should or must be subdivided to accommodate the construction, operation and/or maintenance of the Systems or to comply with Permits and Applicable Laws, Lessor shall fully cooperate

with Lessee to facilitate and cause any application for subdivision of the Premises to be approved, provided that Lessee shall pay all costs and expenses related thereto. Notwithstanding the foregoing Lessor may, but shall not be obligated to, place restrictive covenants or easements or otherwise surrender rights of Lessor's surrounding or nearby property, provided that such actions shall in no way interfere with the rights and obligations of Lessee hereunder, and provided further that Lessor shall obtain Lessee's written consent prior to undertaking any such action (which consent shall not be unreasonably delayed, conditioned, or withheld).

10. **Statutory and Regulatory Compliance.** Lessee, the Lessee Parties, Lessor and the Lessor Parties shall each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.

11. **Lessee's Ownership of Systems and Output.** The Systems are personal property, whether or not the same is deemed real or personal property under Applicable Law, and shall not attach to or be deemed a part of, or a fixture to, the Premises or Property. Lessee or its designees shall be the legal and beneficial owners of the applicable Systems at all times and Lessor shall have no right, title or interest in any of the Systems or any component thereof, notwithstanding that any such Systems may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Premises which could reasonably be construed as attaching to the Systems as a fixture of the Property or Premises, Lessor shall provide a disclaimer or release from such lien holder in form and substance reasonably satisfactory to Lessee and any Financing Party. Lessor, as the fee owner of the Property, consents to the filing by Lessee, on behalf of Lessor or its designees, as applicable, of a disclaimer of the Systems as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property. Further, Lessor acknowledges and agrees that Lessee or its designees, as applicable, are the exclusive owners of all electricity and all utility credits, including renewable energy credits, environmental credits, and tax credits, generated by and/or stored within the System and owners of all Environmental Attributes and Incentives attributable to the System. In the absence of an additional agreement to the contrary, all electricity generated by and/or stored within the Systems will be connected to the distribution grid and sold by Lessee to third parties and will not be available to Lessor or any other occupant at the Property. Without the express consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any Environmental Attributes and Incentives relating to the System or the electricity generated by and/or stored within the System. The Parties acknowledge and agree that the System shall not be considered an electric public utility, an investor owned utility, a municipal utility, or a merchant power plant otherwise known as an exempt wholesale generator.

12. **Representation and Warranties of the Parties as to Authorization and Enforceability.** Each Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage, lease, easement, encumbrance, right, restriction, or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. Each Party represents and warrants the Agreement constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

13. **Representations, Warranties and Covenants of the Lessor**

(a) **No Conflict.** Lessor represents and warrants that the execution, delivery and performance by it of this Agreement does not (i) violate its organizational documents, or (ii) require any

approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Agreement, or (iii) to the knowledge of Lessor, violate any Applicable Law. Each Person signing this Agreement on behalf of Lessor is authorized to do so.

(b) Lessor's Title to Premises. Lessor represents, warrants and covenants that Lessor has (i) a lawful fee simple interest in title to the Property, including the Premises, subject to any mortgages, leases, easements, covenants, restrictions, and rights of record that may exist, and (ii) that Lessee shall have quiet and peaceful possession of the Premises free from any claim of any entity or Person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term. Lessor, at its sole cost and expense, shall comply with all restrictive covenants, easements, and other encumbrances affecting the Premises to the extent that the same are applicable to the Premises or to the extent that the same would, if not complied with or performed, impair or prevent the continued use, occupancy and operation of the Premises for the purposes set forth in this Agreement and Lessor agrees to take all action necessary to eliminate such interference. In the event Lessor fails to comply with this provision, Lessee may (x) terminate this Agreement, (y) take all necessary steps to bring Lessor into compliance with any restrictive covenants or title exceptions which, if not complied with, would impair or prevent Lessee from exercising its rights under this Agreement, and Lessor shall be responsible for all costs incurred by Lessee for such actions, and/or (z) pursue any other remedies available under this Agreement, at law, and/or at equity. Except as provided in the non-residential real estate disclosure provided to Lessee by Lessor, Lessor has no information related to the identification of: (a) any abandoned or discontinued town ways, public easements or private roads located on or abutting the Property; or (b) the party or parties responsible for the maintenance of any abandoned or discontinued town way, public easement or private road located on or abutting the Property, including any responsible road association. Lessor acknowledges that the foregoing representations and warranties are made to Lessee in accordance with 33 M.R.S.A. §193, that Lessee is relying on such representations and warranties, and that such representations and warranties shall survive the expiration or earlier termination of this Agreement.

(c) Defects. Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. Lessor shall fully cooperate with Lessee at no cost to Lessor to enable Lessee to obtain a standard policy of title insurance insuring the property interests granted hereunder (including such endorsements as Lessee shall reasonably request. Lessor agrees that Lessor will execute and deliver to Lessee any documents reasonably required by the title insurance company within five (5) Business Days after presentation of said documents by Lessee; *provided, however*, in no event will such documents materially increase any obligation or liabilities, or materially decrease any right of Lessor hereunder.

(d) Transfers. Lessor shall not assign its interest in the Premises separate from its ownership interest and shall not lease the Premises to any other Person. Upon the sale of the Property, Lessor shall assign all of its rights and obligations hereunder to any purchaser of the Property, and so long as such purchaser assumes the obligation to perform all obligations under this Agreement in writing, Lessor shall be released from liability hereunder accruing from and after the effective date of such purchase and assignment. Lessor shall not mortgage, alienate or otherwise encumber the Premises without first obtaining a NDA pursuant to Section 13(f) below. Lessor shall provide notice to Lessee at least thirty (30) days prior to any sale, mortgage or encumbrance of the Property. Lessor agrees that this Agreement and the leasehold interests and Easements granted hereunder shall run with the Property and/or the Premises and survive any transfer of all or any portion of the Property and/or the Premises. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises or Property has been granted to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest

in the Systems, or any work related to such Systems, and shall not gain any interest in the Systems by virtue of the Lessor's transfer.

(e) No Interference With and Protection of System. Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or operation thereof. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's negligence, misconduct or breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor.

(f) Non-Disturbance Agreements. Lessor shall, at its sole effort and expense, obtain a non-disturbance agreement ("**NDA**") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, in a form acceptable to Lessee, which NDA shall: (i) acknowledge and consent to Lessee's rights to the Premises and the Systems under this Agreement; (ii) acknowledge that the third party has no interest in the Systems and shall not gain any interest in the Systems by virtue of the Parties' performance or breach of this Agreement; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest under this Agreement; (iv) waives any lien the third party may have in and to the Systems; and (v) agrees not to disturb Lessee's possession of the Premises, except as expressly provided in this Agreement.

(g) Insolation. Lessor acknowledges and agrees that access to sunlight ("**Insolation**") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Agreement. Accordingly, Lessor shall not permit any interference on the Property (exclusive of the Premises) or any neighboring property under Lessor's control which interferes with Insolation on and at the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed on the Property or any adjoining property under Lessor's control any structure on or adjacent to the Premises or on any adjacent property owned by any Affiliate of Lessor that could adversely affect Insolation levels on the Premises, shall not permit the growth of foliage on the Property (exclusive of the Premises) or any neighboring property under Lessor's control that could adversely affect Insolation levels on the Premises, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation on the Premises. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Premises, Lessor shall promptly advise Lessee of such information and reasonably cooperate with Lessee in taking measures to preserve average levels of Insolation at the Premises as they existed as of the Lease Commencement Date. Such measures may include, but not be limited to, obtaining a solar insolation easement. In the event any obstruction or interference with Insolation occurs and is not promptly removed following notice of such obstruction or interference, Lessee shall have the right to remove such obstruction or interference on the Property or any neighboring property under Lessor's control, at Lessor's cost, or terminate this Agreement without penalty or further liability, upon notice to Lessor. Notwithstanding any other provision of this Agreement, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 13(g), (ii) an award of damages might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 13(g). Lessor further represents and warrants that, to the best of its knowledge, there are no developments pending or in progress on adjacent or nearby properties that could diminish the Insolation to the Premises.

(h) Hazardous Substances. To the best of Lessor's knowledge, Lessor represents and warrants that there are no Hazardous Substances present on, in or under the Property or Premises in violation of any Applicable Law.

(i) Condition of Premises. Except as otherwise expressly set forth herein, Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor. Lessor represents and warrants to Lessee that, to the best of its knowledge, there are no site conditions on

the Premises which would: (i) materially increase the cost of installing the System at the planned locations on the Premises or would materially increase the cost of maintaining the System at the Premises over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the System; or (ii) adversely affect the ability of the System, as designed, to produce electricity once installed, absent conditions beyond Lessor's reasonable control.

(j) Notice of Damage or Emergency. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.

(k) Liens and Tenants. Except as may be disclosed in the real property records of the County, Lessor represents there are no encumbrances, leases, mortgages, deeds of trust, deeds to secure debt, or similar liens or security interests encumbering all or any portion of the Property and/or the Premises that could interfere with Lessee's operations on the Premises, including mechanic's liens. Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Systems, the Premises, or any interest therein, without the prior written consent of Lessee (which consent shall not be unreasonably delayed, conditioned, or withheld). Lessor shall provide Lessee with notice if it receives notice of any such claims. Notwithstanding the foregoing or anything herein to the contrary, Lessor shall have the right to modify any lines of credit or other debt in existence and disclosed in the real property records of the County as of the Effective Date without the prior written consent of Lessee provided that Lessor shall furnish to Lessee, prior to or contemporaneously with the making of such modification, an NDA in the form described in Section 13(f). Lessor further agrees to discharge or bond, at its sole expense, any encumbrance or interest caused by the action or inaction of Lessor that attaches to the Systems and to indemnify, defend and hold harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessee's attorneys' fees and court costs. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the System or any portion thereof.

(l) Mineral Rights. Lessor represents and warrants there are no existing mineral, oil and gas, water, or natural resource rights that could interfere with Lessee's rights hereunder. During the Lease Term, Lessor may not use, or grant the use of the Premises for the purpose of exploring for, extracting, producing or mining such oil, gas, minerals, or other natural resources, including selling or leasing such interests to a third party, from the surface to a depth of 500 feet below the surface. Lessor may explore for, extract or produce oil, gas, minerals, and other natural resources from the Property in a manner which does not interfere with Lessee's use of the Premises or affect the System and utilizes a method, such as "directional drilling" which does not require the use of the Premises to a depth of five hundred (500) feet below the surface.

(m) Litigation. No litigation is pending, and, to the best of Lessor's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Premises or Lessor's right or authority to enter into this Agreement. If Lessor learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Lessor will promptly deliver notice thereof to Lessee.

(n) Representations Regarding Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "**Security Interest**") in this leasehold and the Easements or any portion thereof or in the Systems to one or more Financing Parties and Lessor hereby consents to the granting of such Security Interest. In connection therewith, Lessor represents and warrants as follows: (i) the granting of the Security Interest will not violate

any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Property or Premises; (ii) there is no existing lease, mortgage, security interest, easement, claim, use, or restriction or other interest in or lien upon the Property or Premises that could attach to the Systems as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Agreement, and (iv) there is no existing mineral, oil and gas, water, or natural resource right that could attach to the Systems as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein.

14. **Hazardous Substances; Disclosed Environmental Conditions.** . Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any Hazardous Substances on, in, or under the Premises or Property, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party and its Affiliates and their employees and agents from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Premises or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment ("***Environmental Claims***"), that relate to or arise from such Party's activities on the Property or Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. Lessor shall further indemnify, defend and hold harmless Lessee and its Affiliates and their employees and agents from and against any and all Environmental Claims due to the presence of any Hazardous Substances in, on or under the Premises as of the Effective Date. The indemnifications in this Section 14 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Governmental Authority. Lessor shall also be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substances to the extent not caused by Lessee, that have occurred or which may occur on the Property. This Section 14 shall survive the termination or expiration of this Agreement.

Notwithstanding anything herein to the contrary, Lessee shall be solely responsible for any and all soil remediation or other remediation of the Disclosed Environmental Conditions as shall be required by any Governmental Authority in order to permit and construct the System on the Premises; provided, however, that if at any time prior to the Operating Term, Lessee shall determine in its sole discretion the presence of the Disclosed Environmental Conditions or required remedy of such Disclosed Environmental Conditions could reasonably be expected to cause a material increase in Lessee's cost of performance of any of its obligations under this Agreement, Lessee shall be entitled to terminate this Agreement upon ten (10) days' prior written notice to Lessor, and upon such termination the parties shall have no further rights or obligations under this Agreement; and provided further, if the presence or of or required remedy of such Disclosed Environmental Conditions could reasonably be expected to cause a material increase in the length of time required for Lessee to perform its obligations under this Agreement, Lessee shall be entitled to a day-for-day extension in any deadline applicable to such performance under this Agreement. Notwithstanding the foregoing or anything herein to the contrary, Lessee's obligation to remediate the Disclosed Environmental Conditions shall be limited to such remediation as shall be necessary to permit and construct the System on the Premises. In no event shall Lessee be responsible for any other remediation of the Disclosed Environmental Conditions as shall be required by any Governmental Authority from and after the Effective Date, it being expressly understood and agreed by the Parties that such remediation shall be the sole responsibility of Lessor.

[REDACTED]

17. **Liability and Indemnity.**

(a) Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates and their employees and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) asserted by third parties for injury or death to Persons (including employees of either Party) and/or physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a material breach of any obligation, representation or warranty of the indemnitor under this Agreement, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party. Lessee shall further indemnify and hold harmless Lessor and its Affiliates and their employees and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorney's fees) asserted in good faith by third parties for a private or public nuisance on or near the Premises as a result of Lessee's operations on the Premises.

(b) Lessee shall not be responsible to Lessor or any third party, for any claims, costs or damages, including fines or penalties, attributable to any violations of Applicable Laws existing prior to the Effective Date, or by any party other than the Lessee Parties.

(c) This Section 17 shall survive the termination or expiration of this Agreement.

18. **Casualty/System Loss.**

(a) In the event at any time during the final five (5) years of the then-current term the Premises or access thereto shall be so damaged or destroyed by fire or other casualty so as to make the use of the Premises impractical, as determined by Lessee in its sole and absolute discretion, then Lessee may elect to terminate this Agreement by providing notice to Lessor of such termination within ninety (90) days

of Lessee's knowledge of the damage or destruction, which termination will be effective as of a date of such damage or destruction. If Lessee does not elect to terminate this Agreement within ninety (90) days of such a casualty, then the Rent shall be abated until such time as Lessee's use of the Premises is restored. If Lessee does not elect to terminate this Agreement pursuant to the previous sentences, Lessee shall exercise commercially reasonable efforts to repair the damage to the Premises and return the Premises to its condition prior to such damage or destruction; *provided, however*, that, except as otherwise provided in this Agreement, Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the Systems, which replacement or restoration shall be Lessee's responsibility.

(b) In the event of any harm to the System at any time during the final five (5) years of the then-current term that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("**System Loss**"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue this Agreement. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, Lessee may terminate this Agreement effective upon the date of such System Loss, and Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss and Lessor shall promptly return to Lessee the portion of the pre-paid Rent covering the days remaining between the date of such System Loss and the next anniversary of the Commercial Operation Date.

(c) In the event of termination under this Section 18, Lessee shall remove the Systems in accordance with Section 6(c).

19. **No Consequential Damages.** Notwithstanding any other provision in this Agreement, neither Lessee nor Lessor shall be liable to the other for any consequential, punitive, or indirect damages, including without limitation, loss of use of their property, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, indemnity, strict liability, negligence or breach of warranty.

20. **Condemnation.** In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Agreement immediately upon notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation under this Agreement. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

21. **Assignment by Lessee and Financing Party Protections.**

(a) Lessee shall not assign or sublease any of its rights, duties or obligations under this Agreement without the prior consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may, without consent from Lessor, assign any of its rights, duties or obligations under this Agreement: (i) to a Financing Party pursuant to Section 21(c), (ii) to one or more of its Affiliates, (iii) to one or more third parties in connection with a collateral assignment of rights, mortgage, pledge or otherwise, (iv) to any Person or entity succeeding to all or substantially all of the stock or assets of Lessee, or (v) to a successor entity in a merger or acquisition transaction. Lessor agrees to execute any consent, novation or other documentation that Lessee may request in connection with any assignment permitted by this Section 21, including without limitation entering into a consent and assignment agreement with Lessee's Financing Party.

(b) Notwithstanding anything herein to the contrary, Lessee may collaterally assign this Agreement and the System to a Financing Party without the need for consent from Lessor. Upon receipt of notice of the name and address of a Financing Party, Lessor agrees to deliver any notices of default to

the Financing Party simultaneously with the delivery of such notices of default to Lessee. The Financing Party will have the right in its sole discretion, but not the obligation, (i) to enforce its lien and acquire title to all or any portion of the System by any lawful means, (ii) to take possession of and operate all or any portion of the System and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so, (iii) to cure any defaults or breaches by Lessee within the time periods provided hereunder for Lessee plus an additional sixty (60) days in the case of an Event of Default under Section 22, and in order to succeed to the rights and obligations of Lessee under this Agreement shall not be required to cure any defaults by Lessee under Section 22 that by their nature are not capable of being cured by the Financing Party. Any such notices shall be sent to the Financing Party at the address specified in writing to Lessor by Lessee or any Financing Party. Failure by Lessor to give the Financing Party such notice shall not diminish the Financing Party's rights against Lessee, but shall preserve all rights of the Financing Party to cure any default and to remove any property of Lessee located on the Premises.

(c) If Lessor has been notified of the existence of a Financing Party, Lessor will not agree to any amendment, modification or voluntary termination of this Agreement without the prior written consent of the Financing Party. Lessor agrees that, upon foreclosure (or assignment in lieu of foreclosure) of its mortgage or security interest in the System, the Financing Party may succeed to the rights and obligations of Lessee under this Agreement and thereafter, without Lessor's consent, to assign or transfer all or any portion of the System to a third party. The Financing Party will be responsible for performance of Lessee's obligations after it succeeds to Lessee's interests under this Agreement, but shall have no further liability hereunder after it assigns such interests to a third party.

(d) If this Agreement is rejected or disaffirmed by Lessee pursuant to bankruptcy law or other law affecting creditor's rights and within ninety (90) days after such event any Financing Party shall have arranged to the reasonable satisfaction of Lessor for performance of Lessee's obligations under this Agreement, then Lessor shall execute and deliver to such Financing Party or to a designee of such Financing Party a new agreement which (i) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; and (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement.

(e) An assignment by either Party in accordance with this Section 21 shall, provided that assignee assumes the assignor's obligations under this Agreement, relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

(f) The provisions of this Section 21 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 21 were a separate and independent contract made by Lessor, Lessee and each Financing Party. Lessee's Financing Parties shall be express third party beneficiaries of this Section 21.

22. Defaults and Remedies.

(a) Events of Default. The occurrence of any of the following (each an "***Event of Default***") shall place the Party responsible for the Event of Default (the "***Defaulting Party***") in default of this Agreement, and the other Party (the "***Non-Defaulting Party***") shall be entitled to the remedies provided in Section 22(b): (i) a Party's failure to pay any amount required to be paid hereunder and such failure shall continue for thirty (30) days after written notice of such failure has been received by the Defaulting Party, (ii) a Party's failure to perform any covenant or obligations hereunder, other than payment of monetary sums, or commitment of a material breach of this Agreement and the failure to cure such default within sixty (60) days after written notice specifying such failure has been received by the Defaulting Party, or (iii) if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required to complete the cure, a Party's failure to use diligence and good faith to commence and continue exercising commercially reasonable diligence to cure the Event of Default after such sixty (60) day period, and (iv) a

Party becomes subject to a Bankruptcy Event. Further, if the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy in escrow with any reputable third party escrow, or may interplead the same, which amount shall remain undistributed and shall not accrue interest or penalties, and no Event of Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

(b) **Remedies.** Except as qualified by Section 21(c), upon the occurrence of, and during the continuance of an Event of Default, the Non-Defaulting Party shall: (i) have the right to terminate this Agreement by giving written notice of termination to the Defaulting Party; and (ii) have all rights and remedies that may be available to the Non-Defaulting Party at law or in equity.

23. **Notices.** All notices under this Agreement shall be made in writing to the Addresses for Notices specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, registered or certified mail return receipt requested, or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing written notice of the same in accordance with the provisions of this Section 23. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

24. **Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of any subsequent breach of such term, condition, or provision, or any other term, condition, or provision contained herein.

25. **Remedies Cumulative.** No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

26. **Headings.** The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

27. **Invalid Term.** If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement; *provided, however*, that the Parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause.

28. **Choice of Law/Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Maine, without regard to its conflict of law principles. The parties agree that any suit for the enforcement of this Agreement and any related agreements shall be brought in the courts of the State of Maine and/or a Federal Court sitting therein and consent to the exclusive jurisdiction of such courts and to service of process in any such suit being made upon any party to this Agreement by mail at the address specified herein. The parties hereby waive any objection that they may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

29. **Dispute Resolution.** In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, the Parties agree to engage in good faith negotiations to resolve such dispute. If the Parties are unable to resolve such dispute through such negotiations, either Party may, within a reasonable time after the dispute has arisen, pursue all available legal and/or equitable remedies.

30. **Attorney's Fees.** In the event there is a lawsuit, action, arbitration, or other proceeding between Lessee and Lessor, which arises from or concerns this Agreement, whether that lawsuit, action, arbitration, or other proceeding involves causes of action in contract or in tort, at law or in equity, the substantially prevailing party shall be entitled to recover all costs and expenses, including its actual attorneys' and expert or consultants' fees and court costs, in such lawsuit, action, arbitration, or other proceeding.

31. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OTHER 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.

32. **Binding Effect.** This Agreement and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

33. **Counterparts.** This Agreement may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party agrees that signatures transmitted by facsimile or electronically shall be legal and binding and have the same full force and effect as if an original of this Agreement and had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

34. **Entire Agreement.** This Agreement, including the Cover Sheet and all exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersedes all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Agreement may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Agreement that Party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

35. **Further Assurances.** Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such party's rights and obligations under this Agreement. Any estoppel shall be executed within ten (10) days of a request therefor. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 35.

36. **Force Majeure.** Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 36 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has prevented either Party

from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Agreement upon ninety (90) days' prior notice to the other Party without penalty or further liability, except as provided in Section 18 of this Agreement. If at the end of such ninety (90) day period such Force Majeure Event shall still continue and the material obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Agreement shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (except as provided in Section 18 of this Agreement, and other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Agreement pursuant to the terms hereof). If, at the end of such ninety (90) day period such Force Majeure Event is no longer continuing, the Agreement shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn. Rent shall abate for any period during which Lessee is not able to operate the System in the manner contemplated herein.

37. **Confidentiality.** Lessor will maintain in strict confidence, for the sole benefit of Lessee, the existence and the terms of this Agreement and the transactions contemplated herein, including but not limited to any business plans, financial information, technical information regarding the design, operation, maintenance of the System; *provided, however*, Lessor may disclose this Agreement and the transactions contemplated herein to Lessor's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

38. **Memorandum of Option and Lease.** Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises. A Memorandum of Option and Lease in substantially the form attached hereto as **Exhibit E** shall be recorded in the Registry of Deeds where real estate records are customarily filed in the jurisdiction of the Premises.

39. **Brokers.** In the event any broker or other party claims a commission, the Party responsible for the contact with that claimant shall indemnify, defend and hold the other Party harmless from that claim, and including, without limitation, the payment of any attorneys' fees and costs incurred.

40. **Interpretation.** This Agreement shall not be construed against the Person or entity preparing it, but shall be construed as if all of the Parties jointly prepared this Agreement without any uncertainty or ambiguity being interpreted against any one of them.

41. **No Partnership.** This Agreement is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee' and 'grantor' and 'grantee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party, other than as provided in Section 3(d).

42. **Public Officials.** Lessor acknowledges that its receipt of monetary and other good and valuable consideration hereunder may represent a conflict of interest if Lessor is a government employee or otherwise serves on a governmental entity with decision-making authority (a "***Public Official***") as to any rights Lessee may seek, or as to any obligations that may be imposed upon Lessee in order to develop and/or operate the Systems ("***Development Rights***"), and Lessor hereby agrees to (1) recuse him/herself from all such decisions related to Lessee's Development Rights unless such recusal is prohibited by law or is not reasonably practicable considering the obligations of such Public Official's position and (2) recuse him/herself from all such decisions related to Lessee's Development Rights if such recusal is required by law. If Lessor is not required pursuant to (1) or (2) above to recuse him/herself from a decision related to Lessee's Development Rights, Lessor will, in advance of any vote or other official action on the Development Rights, disclose the existence of this Agreement (but not the financial terms therein) at an open meeting of the relevant governmental entity Lessor serves on as a Public Official. Additionally, if Lessor is a Public Official and any of Lessor's spouse, child or other dependent has a financial interest in the Systems, Lessor shall disclose such relationship (but not the financial terms thereof) at an open meeting

of the relevant governmental entity Lessor serves on as a Public Official, prior to participation in any decision related to Lessee's Development Rights.

43. **Time is of the Essence.** Time is of the essence with respect to all provisions within this Agreement.

44. **Subdivision.** Notwithstanding anything in this Agreement to the contrary, in the event that this Agreement and/or the rights and easements contemplated hereunder shall create a subdivision of the Property as defined under 30-A M.R.S. § 4401, then Lessor shall be deemed to have approved such subdivision by his/her/its execution hereof, provided that Lessee shall be responsible for all cost and expense of obtaining all other approvals (including, without limitation, municipal approvals) for such subdivision.

45. **Setback Waiver.** To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property, from any structures on the Property (occupied or otherwise), or from any other point of measurement for improvements constructed on the property of which the Premises is a part, Lessor hereby waives any and all such setbacks and setback requirements (the "***Setback Waiver***"). The Setback Waiver is for the benefit of Lessee, the owner(s) of any adjacent properties, and their respective successors and assigns, and shall run with the land. Further, if requested by Lessee, Lessor shall execute and deliver to Lessee one or more separate setback waivers and/or easements in a form provided by Lessee, which Lessee may then record at its expense. This waiver shall survive the termination of this Agreement for so long as improvements exist on real property adjacent to the Premises.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

LESSOR:

APPLE RIDGE FARMS, INC.
a Maine business corporation

By: 

Name: Harry Ricker

Title: President

LESSEE:

978 SOLAR DEVELOPMENT, LLC
a Delaware limited liability company

By: 

Name: Brendan Neagle

Title: EVP

EXHIBIT A

DESCRIPTION OF PROPERTY

For Lessor's title to the Property, reference is herein made to Quitclaim Deed with Covenant from West Breeze Orchards, Inc. to Apple Ridge Farms, Inc. and recorded at the Androscoggin County Registry of Deeds at Book 2758, Page 226.

EXHIBIT B

DEPICTION OF PREMISES

The Premises consists of approximately 30 acres located at the Property as depicted below.

Lessor agrees that the Depiction of the Premises will be replaced with actual metes and bounds upon completion of System design and site survey.



EXHIBIT C

DEFINITIONS

“Abandonment Notice” has the meaning set forth in Section 6(c) of this Agreement.

“Access Easement” has the meaning set forth in Section 4(c).

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director, officer or member of such Person or of an Affiliate of such Person.

“Agreement” has the meaning set forth on page 1 herein.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Authorization Letter” has the meaning set forth in Section 3(d) of this Agreement.

“Bankruptcy Event” means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of one hundred eighty (180) days.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.

“Commercial Operation Date” means the date on which the System(s) commences selling electricity to a third party purchaser on a commercial basis (excluding the sale of test energy).

“Construction License” has the meaning set forth in Section 4(d) of this Agreement.

“Construction License Area” has the meaning set forth in Section 4(d) of this Agreement.

“Defaulting Party” has the meaning set forth in Section 22(a) of this Agreement.

“Development Rights” has the meaning set forth in Section 42 of this Agreement.

“Dispute” has the meaning set forth in Section 29 of this Agreement.

“Disclosed Environmental Conditions” means those items disclosed on **Exhibit H** attached hereto and incorporated herein by reference.

“Easements” has the meaning set forth in Section 4(c) of this Agreement.

“Environmental Attributes and Incentives” means any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, directly or indirectly resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility and/or through the storage of electricity, whether existing as of the Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.

“Environmental Claims” has the meaning set forth in Section 14 of this Agreement. **“Environmental Law”** means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

“Event of Default” has the meaning set forth in Section 22(a) of this Agreement.

“Exercise Notice” has the meaning set forth in Section 4(a) of this Agreement.

“Expiration Date” has the meaning set forth on the Cover Sheet, as such date may be extended in accordance with the Agreement.

“Extension Exercise Notice” has the meaning set forth in Section 7 of this Agreement.

“Extension Option” has the meaning set forth in Section 7 of this Agreement.

“Extension Term” has the meaning set forth in Section 7 of this Agreement.

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the System. Lessee shall provide written notice to Lessor of, and the contact information for, any Financing Party prior to a party being deemed a Financing Party hereunder.

“Force Majeure Event” means, when used in connection with the performance of a Party’s obligations under this Agreement, any events or circumstances beyond the affected Party’s reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party’s performance of its obligations under this Agreement. Force Majeure Event includes but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides of the type which would, under normal circumstances and typical insurance policies, constitute an event of insurable loss; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party’s failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

“Governmental Approvals” has the meaning set forth in Section 3(d) of this Agreement.

“Governmental Authority” means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

“Hazardous Substances” means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law. Notwithstanding the foregoing or anything in this Agreement to the contrary, the term “Hazardous Substances” expressly those items disclosed on **Exhibit H** attached hereto and incorporated herein by reference (the **“Disclosed Environmental Conditions”**).

“Insolation” has the meaning set forth in Section 13(g) of this Agreement.

“Land” has the meaning set forth in Recital B.

“Lease Commencement Date” has the meaning set forth in Section 4(a) of this Agreement.

“Lease Term” has the meaning set forth on the Cover Sheet of this Agreement.

“Lessee Real Property Taxes” has the meaning set forth in Section 16 of this Agreement.

“Lessee Parties” means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects, and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives, and invitees.

“Lessee Taxes” has the meaning set forth in Section 16 of this Agreement.

“Lessor Parties” means, individually or collectively, Lessor, its Affiliates, and any of their authorized representatives, agents, employees, managers, and each of their respective officers, directors, partners, members, managers, agents, employees, and representatives.

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and interconnection services to Lessee for Lessee’s System.

“Non-Defaulting Party” has the meaning set forth in Section 22(a) of this Agreement.

“NDA” has the meaning set forth in Section 13(f) of this Agreement.

“Operation Term” has the meaning set forth in Section 5(b) of this Agreement.

“Option” has the meaning set forth in Section 3(a) of this Agreement.

“Option Term” has the meaning set forth in Section 3(b) of this Agreement.

“Party” or “Parties” has the meaning set forth on page 1 of this Agreement.

“Permits” means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority which are required in order to develop,

construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Personal Property Taxes” has the meaning set forth in Section 16 of the Agreement.

“Premises” has the meaning set forth in Recital B of this Agreement.

“Property” has the meaning set forth in Recital A of this Agreement.

“Public Official” has the meaning set forth in Section 42 of this Agreement.

“Removal Date” has the meaning set forth in Section 6(c) of this Agreement.

“Rent” has the meaning set forth on the Cover Sheet of this Agreement.

“Roll Back Taxes” has the meaning set forth in Section 16(b) of this Agreement.

“Sales Tax” has the meaning set forth in Section 16(b) of this Agreement.

“Security Interest” has the meaning set forth in Section 13(n) of this Agreement.

“System(s)” means the solar photovoltaic and/or storage system or systems installed and operating at the Premises, together with all electrical production, transmission, storage, and distribution facilities and related equipment, hardware and materials, including without limitation, panels, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, energy storage facilities (including batteries), interconnection facilities and/or switching facilities, transformers and current inverters, control boxes and computer monitoring equipment systems, structures, batteries, features and improvements necessary to produce, transmit and store electric energy at such facility (excluding power to the Property).

“System Loss” has the meaning set forth in Section 18(b) of this Agreement.

“System Removal” has the meaning set forth in Section 6(c) of this Agreement.

“Taxes and Assessments” has the meaning set forth in Section 16 of this Agreement.

“Tests” has the meaning set forth in Section 2 of this Agreement.

“Utility” means Central Maine Power, its successors or assigns.

“Utility Easement” has the meaning set forth in Section 4(c) of this Agreement.

EXHIBIT D

INSURANCE

[illegible]

EXHIBIT E

MEMORANDUM OF OPTION AND LEASE

[See attached]

**Recording Requested by and
after recording return to:**

978 Solar Development, LLC
c/o Borrego Solar Systems, Inc.
1814 Franklin Street, Suite 700
Oakland, CA 96412
Attn: Legal Department

MEMORANDUM OF OPTION AND LEASE

In accordance with the provisions of 33 M.R.S.A. Section 201, notice is hereby given of the Option and Lease Agreement dated _____, 20__ (the “**Agreement**”).

LESSOR: Apple Ridge Farms, Inc., a Maine business corporation.

LESSEE: 978 Solar Development, LLC, a Delaware limited liability company.

DESCRIPTION OF PREMISES: The Premises consists of approximately 30 acres located at the Property owned by Lessor and commonly known as 1040 Perkins Ridge Road in the City of Auburn, County of Androscoggin, State of Maine. The Premises is more particularly described in Exhibit A attached hereto.

For Lessor’s title to the Property, reference is herein made to a deed dated November 21, 1991 and recorded at the Androscoggin County Registry of Deeds at Book 2758, Page 226.

**OPTION COMMENCEMENT
DATE:** _____, 20__

**LEASE COMMENCEMENT
DATE:** The date Lessee exercises the Option.

TERM OF OPTION: Three Hundred Sixty-Five (365) days with the option to extend for an additional two (2) periods of Three Hundred Sixty-Five (365) days.

TERM OF LEASE: Twenty (20) years from the Commercial Operation Date with an additional one hundred eighty (180) days to remove the System and restore the Premises.

- RIGHTS OF EXTENSION:** Lessee has the option to extend the term of the Lease for four (4) additional and successive five-year terms, as provided in the Lease.
- OPTION TERM EASEMENTS:** The non-exclusive right and easement to enter upon the Property to perform all effort and labor necessary to carry out tests, inspections, surveys and investigations that Lessee deems necessary or advisable to assess the feasibility of the Property for the construction and operation of the System.
- LEASE TERM EASEMENTS:** The Lease Term Easements are more particularly described in Exhibit A attached hereto. The term of the Lease Term Easements are co-extensive with the term of the Lease.
- NO FIXTURE:** The System, as defined in the Lease, installed and operated by Lessee at the Premises shall not be deemed a fixture. The System is Lessee's personal property and Lessor has no right, title or interest in the System. Further, Lessor has waived all right of levy for rent, all claims and demands against the System and all rights it may have to place a lien on the System.
- RESTRICTION ON TRANSFER:** This Agreement burdens the Property and any transfer of the Property requires an assignment and assumption of this Agreement together with the transfer of the Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Option and Lease as of the date first above written.

LESSOR:

APPLE RIDGE FARMS, INC.
a Maine business corporation

By: _____

Name: _____

Title: _____

LESSEE:

978 SOLAR DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF MAINE)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, the undersigned notary public, personally appeared _____ (*name of document signer*), proved to me through satisfactory evidence of identification, which were _____ (*source of identification*) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name _____
My commission expires _____

STATE OF MAINE)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, the undersigned notary public, personally appeared _____ (*name of document signer*), proved to me through satisfactory evidence of identification, which were _____ (*source of identification*) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

PREMISES LEGAL DESCRIPTION

A portion of that certain lot or parcel of land situated in the City of Auburn, County of Androscoggin, State of Maine, consisting of thirty (30) acres, more or less, and more particularly described in Quitclaim Deed with Covenant from West Breeze Orchards, Inc. to Apple Ridge Farms, Inc. and recorded at the Androscoggin County Registry of Deeds at Book 2758, Page 226.

LEASE TERM EASEMENTS

A non-exclusive, appurtenant easement on, under, over, across and through the Property in the locations more particularly described on the site plan below, for the Lease Term, to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove at all times on a 24-hours-a-day, 7-days-a-week basis (i) a road (“***Access Easement***”) and (ii) utility and communication infrastructure, including without limitation poles, supporting towers, guys and anchors, fibers, cables and other conductors and conduits, and pads, transformers, switches, vaults and cabinets, and related equipment to connect the System to the local electric distribution system, together with the right of access to the utility infrastructure over the Property, for any purpose reasonably connected with the System (the “***Utility Easement***”). Also granting to Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for the Lease Term, an easement for ingress, egress and related rights over the Property passage through which is necessary or convenient to install, operate or gain access to the System or the Premises (the “easement” and together with the Access Easement and the Utility Easement, the “***Easements***”). If Lessee determines in its reasonable discretion that any additional easements across the Property, and/or any surrounding or nearby property owned or leased by Lessor, are necessary, useful or appropriate for the construction and/or operation of the System, Lessor shall not unreasonably withhold, condition or delay the granting or agreeing to such easements by amendment to the Lease or by separate agreement and recordation of same.

EXHIBIT F

[Date]

To Whom It May Concern

Borrego Solar Systems, Inc. and its employees and affiliates are hereby authorized to act as our agent for submission of applications and related plans and documents, and to appear before boards and other officials, with respect to obtaining approvals for solar installations to be constructed on my property located at 1040 Perkins Ridge Road, Auburn, Maine.

Sincerely,

APPLE RIDGE FARMS, INC.
a Maine business corporation

By: _____
Name: _____
Title: _____

EXHIBIT G

FORM OF AMENDMENT TO DESCRIBE THE PREMISES

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("***Amendment***") is made and entered into as of _____, 20__ (the "***Effective Date***"), between _____, ("***Lessor***") and _____, a Delaware limited liability company (the "***Lessee***").

WHEREAS, Lessor and Lessee entered into that certain Option and Lease Agreement, dated _____, 20__ with respect to the property commonly known as _____, (collectively, the "***Lease***").

WHEREAS, the legal descriptions for the Premises shown on Exhibit B were based on preliminary site discovery information and were contemplated to be replaced with actual metes and bounds upon completion of System design and site survey.

WHEREAS, Lessee has completed its System design and site survey and the parties now seek to replace the legal descriptions attached to Exhibit B with the legal descriptions for the current design.

WHEREAS, the parties desire to amend the Lease on the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree, as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as if set forth at length. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Lease. All references herein to the Lease shall include the Lease as modified by this Amendment.

2. **Premises Exhibit.** Exhibit B of the Lease is hereby deleted in its entirety and replaced with **Schedule 1** attached hereto.

3. **Ratification; Full Force and Effect.** Except as amended by this Amendment, the Lease is hereby ratified, confirmed and approved in all respects.

4. **Provisions Binding.** All rights and liabilities given to or imposed upon either of the parties to this Amendment shall extend to and are binding upon the parties hereto and their respective successors and assigns.

5. **Entire Agreement.** This Amendment (a) together with the Lease contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties, (b) may not be modified or amended except by written agreement signed by the parties, (c) will be governed by the laws of the State of Maine, without regard to principles of conflicts of laws and (d) may be executed by facsimile signature and in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument.

[Signatures on the Following Page]

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

LESSOR:

APPLE RIDGE FARMS, INC.
a Maine business corporation

By: _____

Name: _____

Title: _____

LESSEE:

978 SOLAR DEVELOPMENT, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

SCHEDULE 1

EXHIBIT B

DESCRIPTION OF PREMISES

EXHIBIT H

DISCLOSED ENVIRONMENTAL CONDITIONS

- Pesticide residue in the soils of the Property which has resulted in the soils testing high levels of lead and arsenic.

SITE PLAN REVIEW NARRATIVE

PROJECT DESCRIPTION

978 Solar Development, LLC is proposing to develop a solar energy farm in the City of Auburn, Maine. A solar array consists of photovoltaic panels that transform sunlight into usable energy that is fed into the regional electric grid. This application has been prepared in correspondence with the newly approved City of Auburn ordinance including the revised §225-60.19 Solar Energy Conversion Systems ordinance and the allowance of solar energy systems in the Agricultural and Resource Protection zoning district. The site locus includes an in-active apple orchard and various related out-buildings owned by Apple Ridge Farms, LLC.

The project consists of a 4.990-Megawatt (“MW”) (AC) ground-mounted solar electric generating facility to generate clean energy. 978 Solar Development, LLC is a subsidiary of Borrego Solar Systems, Inc., working to permit solar energy farms throughout the State of Maine. The parcel 295-004 is in the AG - Agriculture and Resource Protection (A-R) and the Low-Density Country Residential (LDCR) Zoning Districts. The front 725 feet of the parcel is in the LDCR Zoning District and we understand through communication with the City of Auburn Planning and Development staff, that the solar project is an allowed use (with a Special Exception approval through the planning board) in both zoning districts. See Figure 3. The site will be accessed using an existing entrance off Perkins Ridge Road. The site will be secured by a 7-foot tall chain link fence. The solar panels (535-watts) will be mounted to a racking system, which is supported by ground auger screws. Impervious area will be created by equipment pads and new gravel road to allow access for maintenance and inspection of the solar array. No tree clearing for the project is necessary.

APPROVAL STANDARDS AND CRITERIA

The information hereafter is numbered in correspondence with City of Auburn Article XVI-Division 2 - Site Plan Review and the newly modified Article XVIII – Solar Energy Generating Systems.

Under Subdivision II. Procedure, §60-1301 – Required Information.

The original plan shall be drawn on reproducible Mylar at a scale of no more than 100 feet to the inch. **We presume that paper copies are adequate for the first submission. We will provide mylars when appropriate.**

Each site plan shall contain the following information:

- [1] Name and address of owner and developer and interest of the applicant if other than the owner or developer. **Shown on title sheet.**
- [2] Name of development, scale and meridian arrow, with specific definition of representation, date of plan and legend. **Shown on title sheet.**
- [3] Names and addresses of all owners of record of all adjacent property as appear on assessor's records. **Shown on site plans.**
- [4] Current zoning boundaries and 100-year floodplain boundaries including surrounding areas to a distance of 300 feet from the perimeter of the site. **Shown on site plans.**

- [5] Easements; rights-of-way, existing, planned or proposed; or other reservations adjacent to or intersecting the property. **Please refer to attached ALTA/ACSM Land Title Survey.**
- [6] Topographic map of the site, containing the following:
 - a.
 - a. Existing contours, where the slope of existing ground surface is generally two percent or more, the topographic map shall show contours at intervals of five feet of elevation (or lesser intervals as the planning board or engineering department may prescribe). Where the slope of the existing ground surface is generally less than two percent, contour intervals of one foot shall be shown. These contours shall not be copied from the city topographic maps and shall be determined from an on-site survey certified by a registered land surveyor. **We have shown a contour interval of 2 feet.**
 - b. Proposed contours shall be shown at intervals to be determined by the city engineer. **No grading is required so proposed contours are not shown.**
- [7] Location of watercourses, wetlands, marshes, surface water, rock outcroppings, wooded areas, single trees with a diameter of ten inches measured three feet from the base of the trunk. **Wetlands are shown based on a wetland delineation survey by CES, Inc. Brewer, Maine.**
- [8] Location of buildings existing on the tract to be developed and on adjacent tracts within a distance of 100 feet from the property line, indicating whether existing buildings on the tract are to be retained, modified or removed. **Shown.**
- [9] Locations of water mains, sewer mains, wells, fire hydrants, culverts, drains, pipe sizes, grades and direction of flow, existing within 200 feet of the subject property. **Shown. Based on GIS.**
- [10] Existing soil conditions and soil suitability test results. **We have shown the soil types in the SUP set and specifically referred to each soil type on sheet C-1.0.**
- [11] Locations of proposed buildings and uses thereof. **Solar project (racking, road, equipment areas shown).**
- [12] Proposed traffic circulation system including streets, parking lots, driveways and other access and egress facilities, curblines, sidewalk lines and existing streets, including the projected traffic flow patterns into and upon the site for both vehicles and pedestrians and an estimate of the projected number of motor vehicle trips to and from the site for an average day and for peak hours. **We have shown the proposed gravel access road and emergency turn arounds. This is an unmanned site, and no pedestrian access is allowed.**
- [13] Location of existing and proposed public utility lines, indicating whether proposed lines will be placed underground. **Underground electric conduits are shown on the plans and the location of the proposed interconnection poles too. The point of interconnection to the distribution grid is on the west side of Perkins Ridge Road between poles #60 and #61.**
- [14] Site developments requiring stormwater permits pursuant to 38 M.R.S.A. § 420-D shall include the required plan and to the extent permitted under 38 M.R.S.A. § 489-A, be reviewed under the procedures of article XVI of this chapter; and they shall meet and comply with 38 M.R.S.A. § 484(4-A) and those Rules promulgated by the Maine Department of Environmental Protection pursuant to the Site Law and section 420-D, specifically Rules 500, 501 and 502, as last amended August 12, 2015. If a project proposes infiltration and the standards in Rule 500, appendix D are not met, then a waste discharge license may be required from the Maine Department of Environmental Protection. An infiltration system serving a development regulated under the Site

Location of Development Act may be required to meet standards in addition to those in appendix D. **We have presented (in Appendix I) a stormwater memo that compares pre-development to post-development condition with a runoff curve number analysis using Hydrocad and AutoCAD Civil 3D. According to the Maine DEP, the only impervious surfaces associated with solar projects is the gravel access road and the concrete electrical equipment pads. These total approximately 27,000 square feet. A Stormwater Permit is not necessary since less than 1 acres (43,560 square feet). However, it is Borrego policy to always submit a Stormwater Permit-by-Rule.**

- [15] Location and design of proposed off-street parking and loading areas indicating number and size of stalls. **Not applicable to solar projects.**
- [16] Proposed location and direction of and time of use of outdoor lighting. **There are two (2) 10-foot tall motion-activated lights at the equipment areas. They are directed downward and away from residences.**
- [17] Existing and proposed planting, fences and walls, including all landscaping and screening and indicating existing trees to be retained and areas to be left undisturbed, including design features intended to integrate the proposed new development into the existing landscape to enhance aesthetic assets and to screen objectionable features from neighbors. **There are no proposed plantings at this time.**
- [18] Location, size, design and manner of illumination of signs. **Not applicable to solar. No signs aside from what is required by the National Electric Code are proposed.**
- [19] Disposal of sewage, trash, solid waste, oil waste, hazardous waste or radioactive waste showing disposal facilities, receptacles or areas. **During construction a dumpster will be situated on site away from residences and will be removed once the project is complete. No post-construction waste is produced.**
- [20] Perimeter boundaries of the site giving complete descriptive lot data by bearings, distances and radii of curves including the name and seal of the registered land surveyor who prepared the plan. **We have provided a Boundary and Topographic Survey prepared by CES, Inc. with this package.**
- [21] Description and plan of capacity and location of means of sewage disposal together with approval of sewer district engineer or evidence of soil suitability for such disposal (test pit locations shall be shown on the plans) similarly approved by the city engineer department. **Not relevant to a solar project.**
- [22] A statement of the amount of area of land involved in the site, the percentage of the site proposed to be covered by buildings, the total number of dwelling units proposed per acre, the area proposed to be devoted to open space, the area proposed to be paved for parking, driveways, loading space and sidewalks, the total number of parking spaces required by the zoning chapter for the uses proposed, the number of employees expected per shift and the total floor area of proposed commercial or industrial uses. **We have provided a zoning summary table on sheet C-2.0 and have noted the site coverage (fenced area) and access road area. Parking spaces, # of employees, and floor area are not applicable to solar.**
- [23] Description and plan of a phase development concept detailing the areas and sequence of phasing. **See below for sequencing of construction.**

Task 1 - Install erosion control measures.

Task 2 - Clear trees and woody vegetation. Inside fencing. Stumps remain outside fencing.

Task 3 - Construct gravel access road.

Task 4 - Install augurs for racking. Trenching for electrical conduits. Excavation for equip.

Task 5 - Install racking and modules.

Task 6 - Pour concrete pads.

Task 7 - Install fencing and utility poles. CMP schedule TBD.

Task 8 - De-compact soils and re-seed as needed.

Task 9 - Complete wiring and testing.

- [24] A statement by the developer assuring that he has the financial capabilities to fully carry out the project and to comply with the conditions imposed by the planning board. **Please refer to Appendix C for this information.**

Requirements for approval of a Special Exception are outlined in of Auburn Article XVI-Division 3 – Special Exception. Under §60-1336 – Conditions.

- (a). As conditions prerequisite to the granting of any special exceptions, the board shall require evidence of the following:
- [1] That the special exception sought fulfills the specific requirements, if any, set forth in the zoning ordinance relative to such exception. **The project meets the building setbacks and lot coverage.**
 - [2] That the special exception sought will neither create nor aggravate a traffic hazard, a fire hazard or any other safety hazard. **The project does not generate additional traffic, create a traffic hazard, or any other safety hazard.**
 - [3] That the special exception sought will not block or hamper the master development plan pattern of highway circulation or of planned major public or semipublic land acquisition. **We understand that the city will review this internally.**
 - [4] That the exception sought will not alter the essential characteristics of the neighborhood and will not tend to depreciate the value of property adjoining and neighboring the property under application. **The project does not generate noise over the ambient noise levels, does not generate air pollution, odors, fumes, etc. The value of adjacent properties will not tend to depreciate their value due to the solar project.**
 - [5] That reasonable provisions have been made for adequate land space, lot width, lot area, stormwater management in accordance with [section 60-1301](#)(14), green space, driveway layout, road access, off-street parking, landscaping, building separation, sewage disposal, water supply, fire safety, and where applicable, a plan or contract for perpetual maintenance of all the common green space and clustered off-street parking areas to ensure all such areas will be maintained in a satisfactory manner. **Refer to the SUP set and layout of the solar system. We have accommodated emergency vehicle access and other applicable requirements.**
 - [6] That the standards imposed are, in all cases, at least as stringent as those elsewhere imposed by the city building code and by the provisions of this chapter. **On the title sheet you will find that the solar project meets the latest in building and electrical codes and that electrical equipment are UL listed.**
 - [7] That essential city services which will be required for the project are presently available or can be made available without disrupting the city's master development plan. **A solar project does not rely water, sewer, or gas utilities. The city already provides police and fire services.**

ARTICLE XVIII - SOLAR ENERGY GENERATING SYSTEMS

§ 60-1429. - Application requirements.

- (a). Solar energy generating systems permitted by special exception. In addition to the submission requirements of site plan review, an application for a solar energy generating systems permitted as a special exception shall contain the following information:
 - (1) All solar energy generating systems permitted by special exception shall be subject to the special exception and site plan review procedures specified in article XVI, divisions 2 and 3 of this chapter. **See above.**
 - (2) A narrative describing the proposed solar energy generating system, including an overview of the project; the project location; the total rated capacity of the solar energy system; dimensions of all components and respective manufacturers; and a description of associated facilities and how the system and associated facilities comply with the standards of this article. **Refer to Project Description above and components presented in Appendix J.**
 - (3) An accurate scaled site plan of the subject property showing the planned location of the proposed solar energy generating system and all associated facilities; property lines, adjoining streets and access; topographic contour lines; existing and proposed buildings; fencing; structures; potential shade from nearby trees and structures; vegetation; driveways, parking and curb cuts on the subject property; specifications for all proposed electrical cabling/transmission lines, accessor equipment and landscaping, including the tallest finished height of the solar collectors and name, address, phone number and signature of the project proponent, as well as co-proponents or property owners, if any, the names, contact information and signature of any agents representing the project proponent. The site plan shall show any proposed off-site modifications to provide grid connections, access the installation, or to maintain the proposed solar energy system. **We have shown all this information (where relevant to solar projects).**
 - (4) Information on any connections to the grid including evidence of meeting the local electric utility's transmission and distribution interconnection requirements (this may be a condition of approval if a copy of the application for interconnection with the electric utility provider is submitted). **Please find in Appendix O the CMP interconnection services agreement.**
 - (5) Documentation that the solar generation equipment has been approved under the UL certification program and that the system complies with all applicable local, state and federal codes/regulations with the standards regarding signal interference. Electrical component and connection information shall be in sufficient detail to allow for a determination that it meets state electrical codes. **Refer to Appendix J for catalog information for the major system components.**
 - (6) All parcels within a two-nautical-mile radius of the Auburn Lewiston Municipal Airport, as measured based on the runway centerline closest to the location in question, shall submit a solar glare hazard analysis tool (SGHAT) report, outlining solar panel glare and ocular impacts, for each point of measurement approved by the airport manager at the time of application to the planning board. **The southernmost portion of the project is located approximately 5.4 miles from the northern most runway at the Auburn Lewiston Municipal Airport. We have completed the SGHAT report and it is provided in Appendix N. This analysis does not incorporate vegetation between the source (solar project) and the subject (Discrete Observation Receptor) and does consider topography. The analysis shows that the residence to the southeast of solar project sees minimal glare during the year. The existing vegetation will remain and will minimize glare even more. No glare was found along Perkins Ridge Road or at the Auburn Lewiston Municipal Airport. In addition, we have filed the project on the Notice Criteria Tool on the Federal Aviation Administration (FAA) website. As of this application we have not received a response. This is based on Title 14, Code of Federal Regulations, Part 77 (14 CFR Part 77).**

§ 60-1430. – Approval.

- (a) Solar Energy Generating Systems permitted by special exception. The planning board is authorized to retain experts at the applicant's expense to evaluate technical information or conduct studies that it finds necessary in order to determine whether these standards will be met. In addition to the criteria in sections 60-1277 and 60-1336, the planning board shall consider the following standards:

I. Yard requirements.

- (1) The setbacks for Solar Energy Generating System installations in the Industrial District, including appurtenant structures and parking areas, shall be subject to the following yard requirements: **Not applicable.**
- a. ~~Rear. There shall be behind every structure associated with a Solar Energy Generating System a rear yard having a minimum depth of 50 feet or 20 percent of the average depth of the lot, whichever is less.~~
- b. ~~Side. There shall be a distance of 5 feet between any structure associated with a Solar Energy Generating System and the side property line, plus the side yard setback shall be increased one foot for every three feet or part thereof increased in street frontage over 60 feet to a maximum of 35 feet for side yard setback.~~
- c. ~~Front. There shall be in front of every structure associated with a Solar Energy Generating System a front yard having a minimum depth of 35 feet or 15 percent of the average depth of the lot whichever is less. No front yard need be any deeper than the average depth of front yards on the lots next thereto on either side. A vacant lot or a lot occupied by a building with a front yard more than 35 feet shall be considered as having a front yard of 35 feet.~~
- (2) The setbacks for Solar Energy Generating System installations in the Agriculture and Resource Protection District, including appurtenant structures and parking areas, shall be subject to the following yard requirements:
- a. Rear. There shall be behind every structure associated with a Solar Energy Generating System a rear yard having a minimum depth of 25 feet. **We have met this requirement.**
- b. Side. There shall be a minimum distance of 15 feet between any structure associated with a Solar Energy Generating System and the side property line. **We have met this requirement.**
- c. Front. There shall be in front of every structure associated with a Solar Energy Generating System a front yard having a minimum depth of 25 feet or 25 percent of the average depth of the lot whichever is less. **We have met this requirement.**
- (3) All Solar Energy Generating System installations shall be regulated by the dimensional setback regulations, stipulated in Article XII, Division 5, Shoreland Overlay District, or a prescribed in other sections of this ordinance. **This is not applicable to this location.**

- II. Lot Coverage. For Solar Energy Generating System installations in the Industrial District, the paved, mounting block, or otherwise impervious areas of sites on which ground mounted solar energy systems are installed shall comply with the lot coverage standards as defined in section 60-579(2). For Solar Energy Generating System installations in the Agriculture and Resource Protection District, the lot coverage shall not exceed 30%. For the purposes of this section, photovoltaic cells, panels, arrays, and inverters shall not be considered impervious areas provided the soil underneath the collector is not compacted and remains vegetated in

accordance with the standards applicable to vegetation established in Chapter 500, Appendix A(6) Permanent Stabilization. **The lot coverage for this project is approximately 1.1% and includes approximately 24,332 square feet (sf) of gravel roadway and 2,600 sf of concrete equipment pads.**

- III. Total Land Area. When reviewing applications for Solar Energy Generating Systems in the Agriculture and Resource Protection District, the Planning Board shall consider other lands within the Agriculture and Resource Protection District where Solar Energy Generating Systems have been constructed or received Planning Board approvals and must find that the proposed Solar Energy Generating System will not materially alter the stability of the overall land use pattern of the Agriculture and Resource Protection District. In making this determination, the Planning Board shall consider the overall effect of existing and potential Solar Energy Generating Systems and if it will be more difficult for existing farms in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland, acquire water rights, or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the surrounding area. The Planning Board shall request an assessment of the proposed project by the Agriculture Committee and, if located in the Resource Protection District, the Conservation Commission and carefully consider their recommendations. **We are not aware of any constructed or planned solar projects in the A-R zoning district**
- IV. Height Regulations. The total height of the Solar Energy Generating System and all appurtenant structures, including but not limited to, equipment shelters, storage facilities, transformers, and substations shall not exceed thirty (30) feet. **The overall height of the solar racking is typically 9-10 feet.**
- V. Technical and Safety. A copy of the As-Built Site Plan for the Solar Energy Generating System shall be provided to the local Fire Prevention Officer. All means of shutting down the Solar Energy Generating System shall be clearly marked. Solar Energy Generating Systems in the Agriculture and Resource Protection District shall consider the location of existing grid infrastructure and plan to limit the need to extend the amenities for optimal efficiency. **This will be provided at the end of construction. A meeting with emergency management personnel from the city will be invited to go over the technical aspects of the project and means of shutting down and accessibility.**
- VI. Maintenance. The Owner or Operator of the Solar Energy Generating System shall maintain the facility in good condition. Proper maintenance of the facility means that it is operating as designed and approved. Maintenance shall include, but not be limited to, painting, structural repairs, repairing damaged panels and integrity of security measures. The Solar Energy Generating System must be properly maintained and kept free from all hazards, including, but not limited to, faulty wiring, loose fastenings, being in an unsafe condition or detrimental to public health, safety or general welfare. Site access shall be maintained to a level acceptable by the local Fire Prevention Officer for emergency response. The owner or operator shall be responsible for the cost of maintaining the Solar Energy Generating System and any access road(s), unless accepted as a public way. **Understood. Refer to Appendix Q for a typical Operations and Maintenance contract.**
- VII. Glare. Solar panels are designed to absorb (not reflect) sunlight and are generally less reflective than other varnished or glass exterior materials. However, solar panel placement should minimize or negate any solar glare impacting nearby properties or roadways, without unduly impacting the functionality or efficiency of the solar energy system. Parcels located within a 2 nautical mile radius of the Auburn Lewiston Municipal Airport, as measured based on the runway centerline closest to the location under application shall comply with Sec. 60-429(a)(6). **The proposed modules are coated with an anti-glare material to minimize glare. Please refer to our response to 60-1429(a)(6) above and Appendix N for the glare study.**
- VIII. Visual Impact. An Applicant shall make reasonable efforts, as determined by the Planning Board, to minimize visual impacts associated with the installation of a Solar Energy Generating

System. The Board shall consider the size, location and topography of the site, the characteristics of the surrounding property and the amount and type of development on said properties in determining the amount and type of screening and buffering that it deems appropriate. **The location of the project is over 330-430 feet to the west of Perkins Ridge Road and downgradient by 20-30 vertical feet at the westerly portion of the project.**

- IX. Lighting. Ground-mounted Solar Energy Generating System lighting shall be consistent with local, state and federal law. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes, and shall be reasonably shielded from abutting properties. Where feasible, lighting of the solar energy system shall be directed downward and shall incorporate full cutoff fixtures to reduce light pollution. **There will be two (2) 10-foot tall motion-activated lights at the electrical equipment areas.**
- X. Where possible, in unbuilt areas, Solar Energy Generating System installations shall maintain the permeability of the ground. Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the Solar Energy Generating System or as otherwise prescribed by applicable laws, regulations and bylaws/ordinances. If a Solar Energy Generating System is proposed on forestland in the Agriculture and Resource Protection District, on a parcel adjacent to prime farmland or land currently used for farming, clearing of forestland or the use of prime farmland may be permitted under the following conditions:
- a. The presence of the Solar Energy Generating System will not result in unnecessary soil erosion or loss that could limit agricultural productivity on the subject property or abutting properties. **Minimal grading is necessary to construct the gravel access roads and the electrical equipment areas. Topsoil will be removed as part of the road construction and will be utilized elsewhere on the parcel.**
 - b. A decommissioning plan is provided at the time of application that includes a process and timeline for the conversion of the parcel into prime farmland or forestland, as determined by the Planning Board. The cost of conversion shall be included in the Financial Surety in accordance with Sec. 60-1431(3). **See Appendix L for the decommissioning estimate.**
 - c. A survey of critical wildlife habitat is provided at the time of application, if a project is located in an area determined to be essential habitat, as defined by the Maine Department of Inland Fisheries and Wildlife, agency approval shall be secured before a Planning Board ruling. **Refer to Appendix D for responses for Maine Department of Inland Fisheries & Wildlife and Maine Natural Areas program. Coordination with the Maine Historic Preservation Commission (MHPC) is also included.**
 - d. A Vegetative Cover Plan is provided that demonstrates, where feasible, the replanting of forested areas disturbed during construction and preservation of prime soils throughout the life of the project. **The existing apple orchard will be cleared, and the stumps removed inside the fence. Trees outside the fenced area will only clear the trees. We are also proposing to re-seed these areas with a pollinator seed mix.**
- XI. Prime Soils. All Solar Energy Generating Systems proposed in the Agriculture and Resource Protection District shall include a soil analysis. **Borrego: This will be submitted under separate cover.** Such analysis shall demonstrate if the site proposed for development contains prime farmland as defined by the United States Department of Agriculture (USDA). Least productive agricultural soils shall be considered first for development unless it can be demonstrated to the Planning Board that:

- a. Non-prime farmland is not available on the subject property; **A majority of the subject property is considered prime farmland. See Appendix G for USDS soils survey figure.**
- b. The proposed site is better suited to allow continuation of an existing commercial farm on the subject tract than other possible sites also located on the subject tract, including those comprised of non-high-value farmland soils. **The landowner currently is not farming this parcel since the trees are not growing well and are older. Based on other land owned by Apple Ridge Farms (parcels 295-006, 319-006, and 319-025) the same is true. See Appendix G for the other locations and farmland soil outlines.**

XII. All applications for Solar Energy Generating Systems in the Agriculture and Resource Protection District shall be subject to the following provisions:

- a. Siting of the overall facility and individual panels shall keep with the existing contours of the land, and **We are proposing minimal grading, only that required for the gravel access roads and the electrical equipment areas.**
- b. Only pile driven, or ballast block footing shall be used so as to minimize the disturbance of soils during installation, and **We are proposing an augured screw foundation, so no excavation is necessary.**
- c. To the extent possible, infrastructure shall not be located on steep slopes, and **No construction on steep slopes is proposed.**
- d. A plan for topsoil maintenance shall be provided at the time of application to the Planning Board. **We will be maintaining the existing topsoil except as noted above.**

XIII. Operation & Maintenance Plan. The Owner or Operator shall submit a plan for the operation and maintenance of ground-mounted and dual-use solar energy systems, which shall include measures for maintaining safe access to the installation, stormwater controls, as well as general procedures for operational maintenance of the installation. The following information shall be included in the operations and maintenance plan for projects located in the Agriculture and Resource Protection District: **See Appendix Q.**

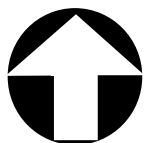
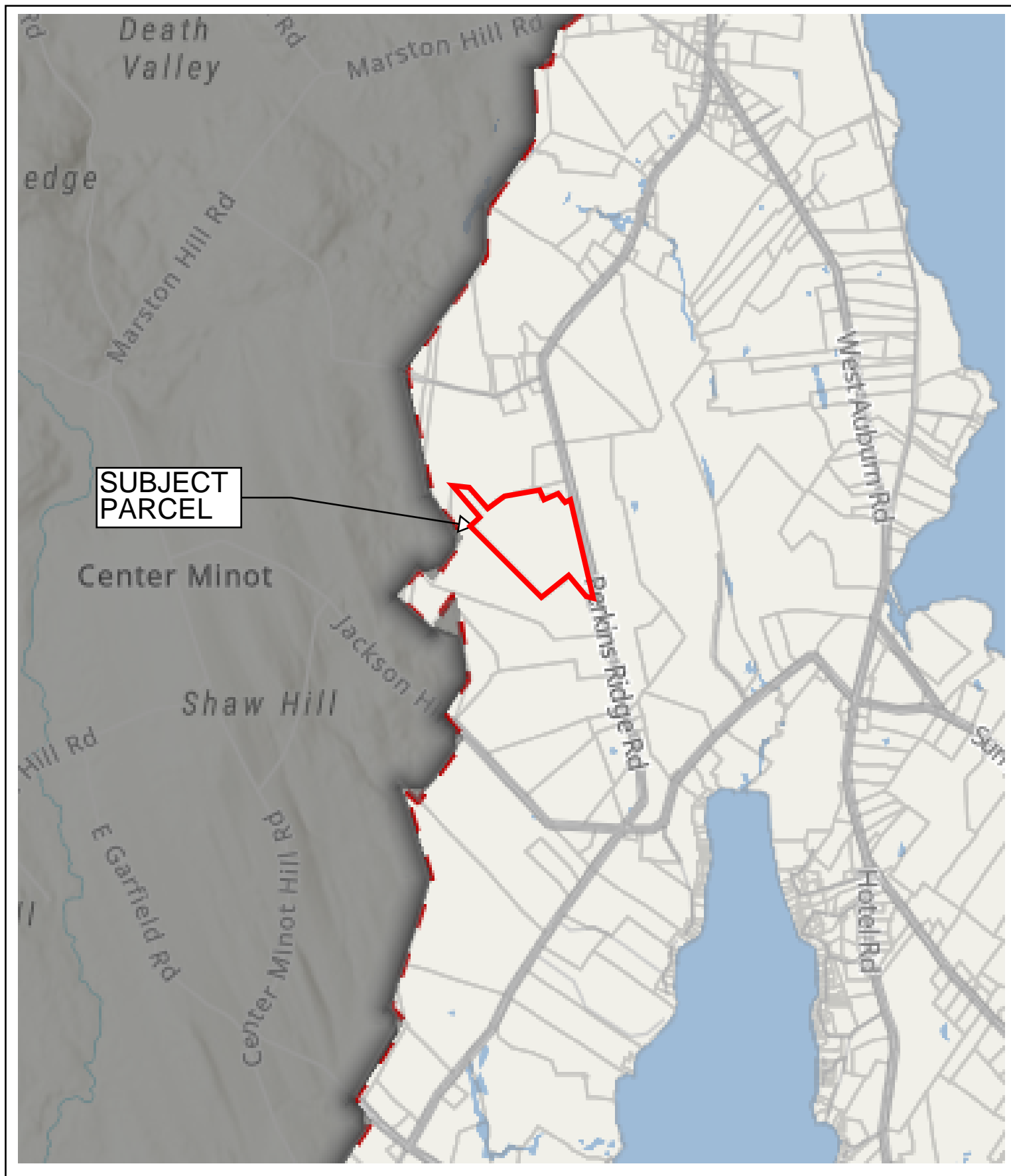
- a. A plan prioritizing the ability to co-mingle agricultural and energy generation land uses including but not limited to: apiaries, grazing or handpicked crops. **There is no current plan to prioritize continuing agricultural uses as part of this project.**
- b. A plan that avoids the use of herbicides and other pesticides on the site to provide habitat for native plants and animals and native pollinators. **We agree to a condition of approval that exclude the use of herbicides, pesticides, and insecticides as part of this project.**

XIV. All Solar Energy Generating System installations shall be installed in compliance with the photovoltaic systems standards of the latest edition of the National Fire Protection Association (NFPA) 1, Fire Prevention Code. All wiring shall be installed in compliance with the photovoltaic systems standards identified in the latest edition of the National Electrical Code (NFPA 70). **Understood. Please refer to Title sheet and codes and standards followed by Borrego.**

- (b) Solar Energy Generating Systems permitted by right. An application for a Solar Energy Generating System permitted by right shall require review and approval by the following departments: Planning, Engineering, Fire, Code Enforcement, Auburn Lewiston Municipal Airport and a representative of Lewiston-Auburn 911 committee. **Understood.**

APPENDIX A

**LOCATION MAP/AERIAL MAP/ZONING MAP/
SPECIES MAP/SOILS MAP**



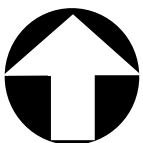
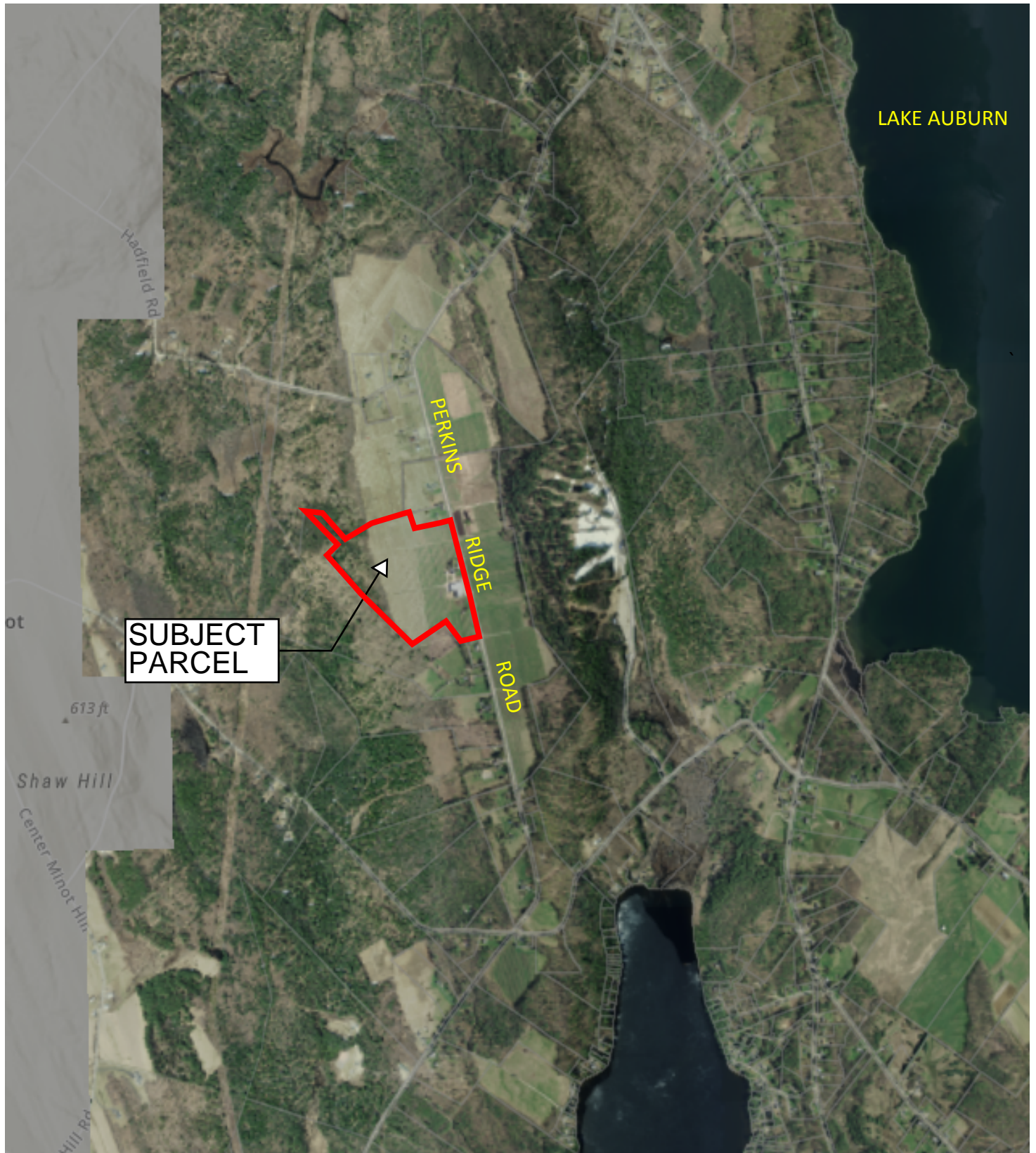
Date: 09/29/2020

**Figure 1 - Location Map
1040 Perkins Ridge Road Solar
Auburn, Maine**

Source: <https://auburnme.maps.arcgis.com/apps/webappviewer/index.html?id=8baefdf25846e48a6a688155dd7809>



Borrego Solar
Systems, Inc.
55 Technology Drive
Suite #102
Lowell, MA 01851



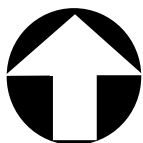
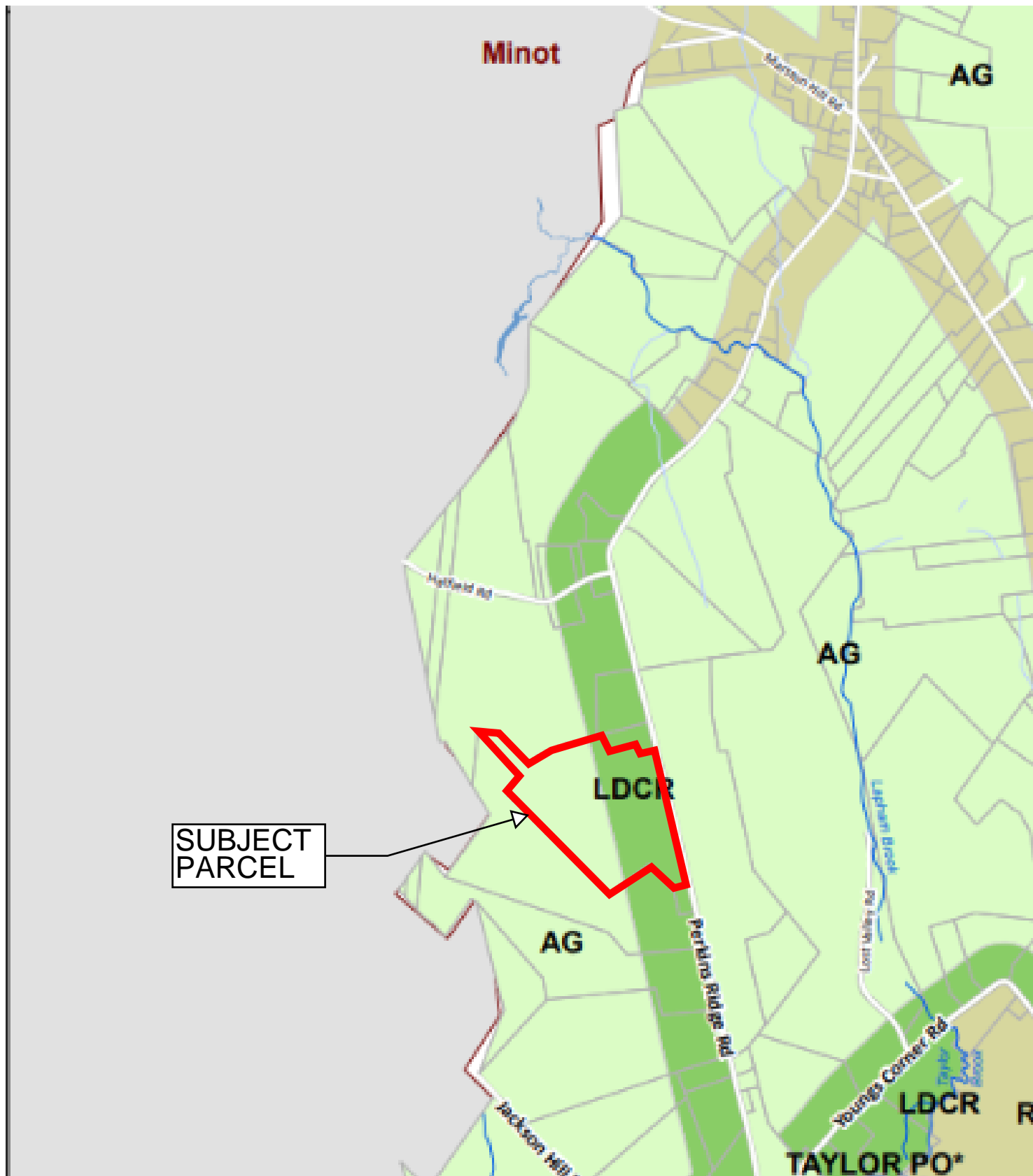
Date: 09/29/2020

**Figure 2 - Aerial Map
1040 Perkins Ridge Road Solar
Auburn, Maine**

Source:
<https://auburnme.maps.arcgis.com/apps/webappviewer/index.html?id=8baefdfce25846e48a6a688155dd7809>



Borrego Solar
Systems, Inc.
55 Technology Drive
Suite #102
Lowell, MA 01851



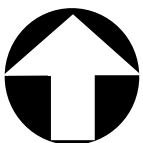
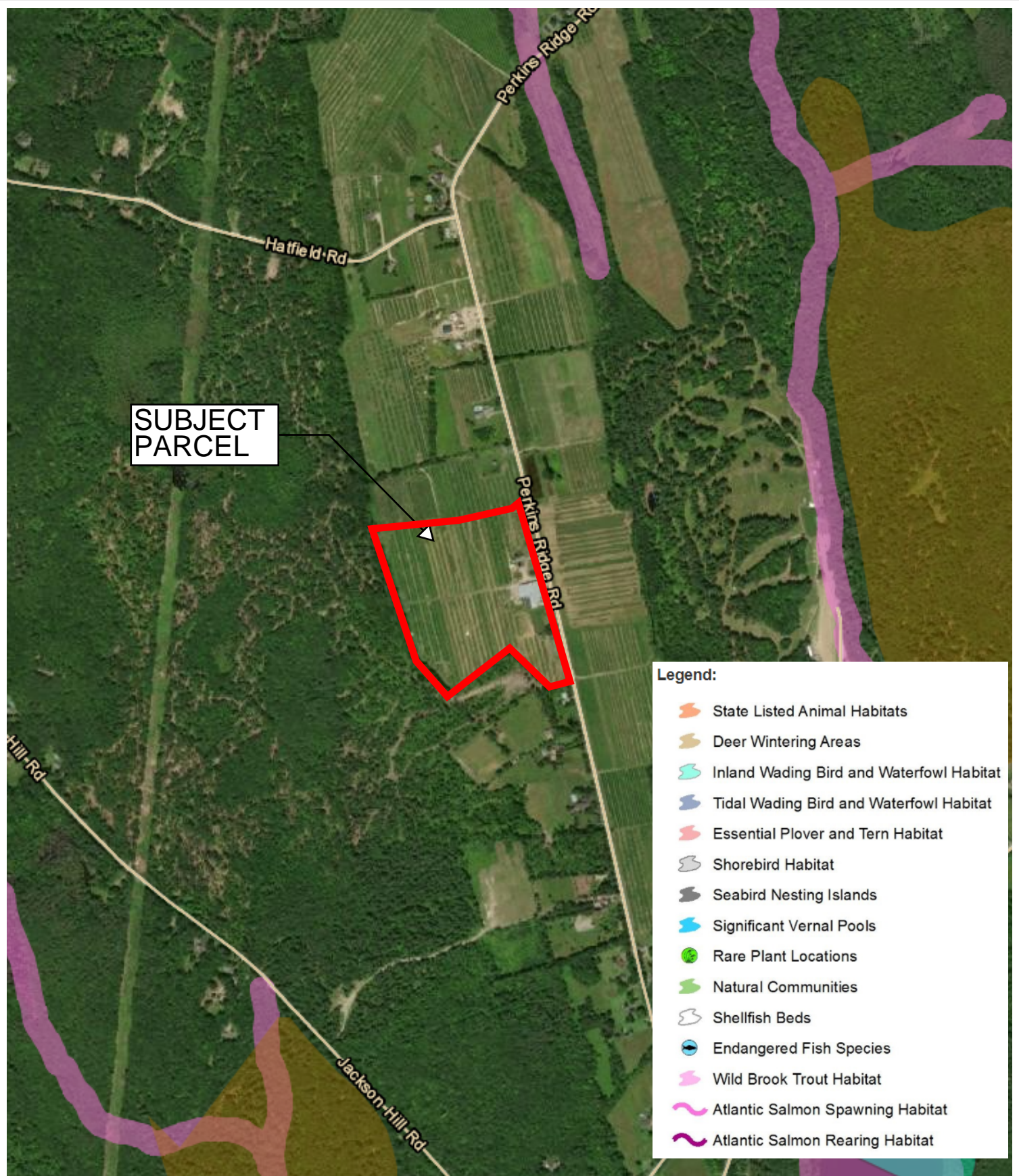
Date: 09/24/2020

Figure 3 - Zoning Map
1040 Perkins Ridge Road Solar
Auburn, Maine

https://www.auburnmaine.gov/CMSContent/Planning/Ag%20and%20Resource%20Protection%20District/2018/March_2018/Zoning%20Maps.pdf



Borrego Solar
 Systems, Inc.
 55 Technology Drive
 Suite #102
 Lowell, MA 01851



Date: 09/29/2020

Figure 4 - Species Map
1040 Perkins Ridge Road Solar
Auburn, Maine

<https://webapps2.cgis-solutions.com/beginningwithhabitat/map2/>



Borrego Solar
 Systems, Inc.
 55 Technology Drive
 Suite #102
 Lowell, MA 01851

Soil Map—Androscoggin and Sagadahoc Counties, Maine
(1040 Perkins Ridge Road Auburn)

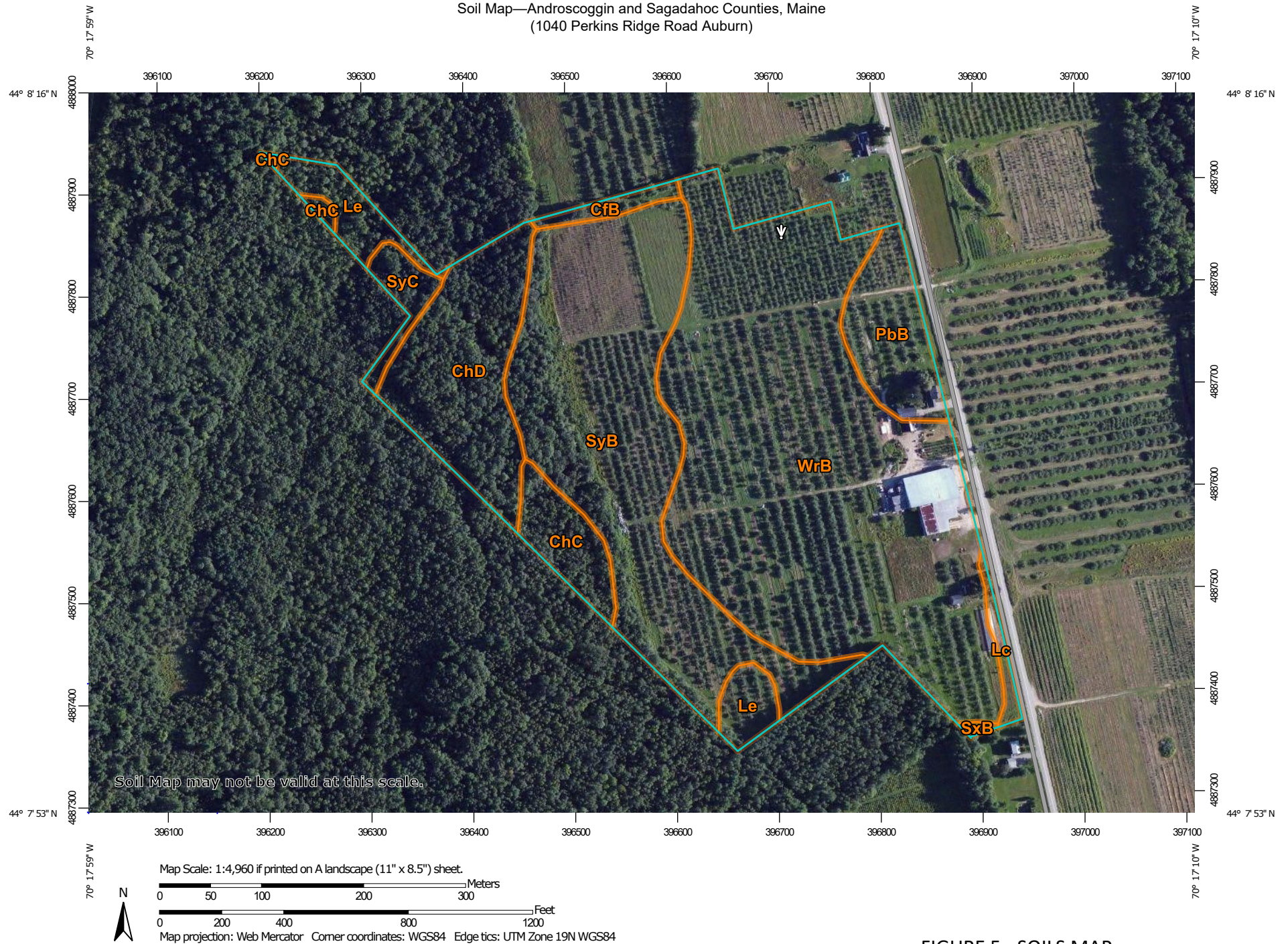


FIGURE 5 - SOILS MAP



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

9/30/2020
Page 1 of 3

Soil Map—Androscoggin and Sagadahoc Counties, Maine
(1040 Perkins Ridge Road Auburn)


MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Androscoggin and Sagadahoc Counties, Maine

Survey Area Data: Version 21, Jun 1, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

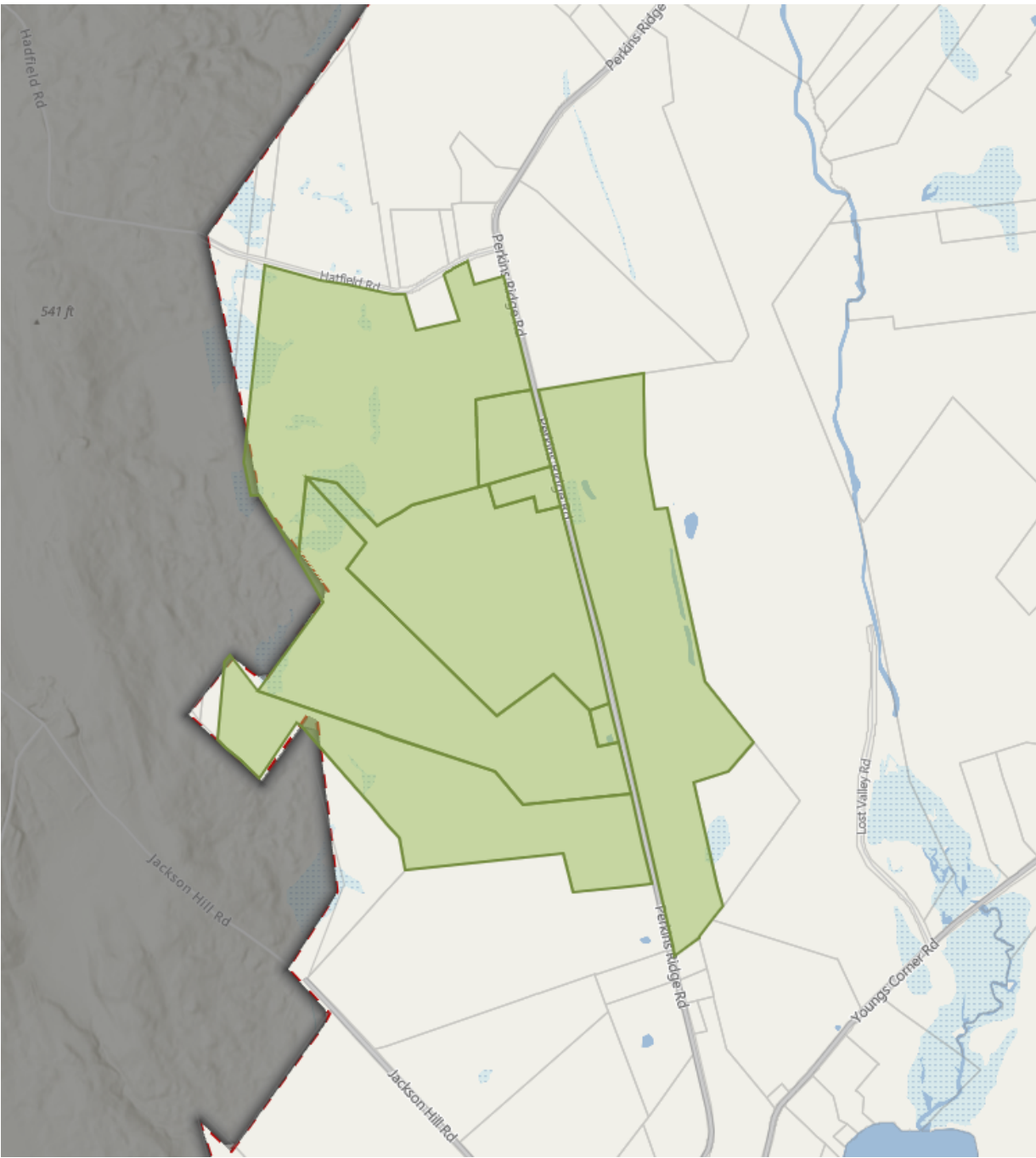
Date(s) aerial images were photographed: Jun 20, 2010—Aug 29, 2010

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CfB	Charlton fine sandy loam, 0 to 8 percent slopes	0.6	1.0%
ChC	Charlton very stony fine sandy loam, 8 to 15 percent slopes	2.0	3.5%
ChD	Charlton very stony fine sandy loam, 15 to 25 percent slopes	6.1	10.7%
Lc	Leicester fine sandy loam	0.4	0.7%
Le	Leicester very stony fine sandy loam	2.3	4.0%
PbB	Paxton loam, 2 to 8 percent slopes	3.0	5.2%
SxB	Sutton loam, 0 to 8 percent slopes	0.1	0.2%
SyB	Sutton very stony loam, 0 to 8 percent slopes	15.4	27.0%
SyC	Sutton very stony loam, 8 to 15 percent slopes	0.9	1.6%
WrB	Woodbridge loam, 0 to 8 percent slopes	26.3	46.1%
Totals for Area of Interest		57.1	100.0%

APPENDIX B
ABUTTERS LIST AND TAX MAPS



APPLE RIDGE FARMS INC
PO BOX 202
TURNER, ME 04282
APN:295-006

SCOTT D. THAYER
1200 PERKINS RIDGE ROAD
AUBURN, ME 04210
APN: 295-005

KIMBERLY A. FINNERTY
1000 PERKINS RIDGE ROAD
AUBURN, ME 04210
APN: 295-003

JEFFREY NAUM AND SUSAN
PROHODSKI
968 PERKINS RIDGE ROAD
AUBURN, ME 04210
APN:295-002

JANET E. LEE
928 PERKINS RIDGE ROAD
AUBURN, ME 04210
APN: 295-001

DENISE ALBRECHT & LORINA
THOMPSON
1170 PERKINS RIDGE ROAD
AUBURN, ME 04210
APN:295-004-001

WALLINGFORD REALTY, LLC
1240 PERKINS RIDGE ROAD
AUBURN, ME 04210
APN: 319-001

APPENDIX C
TECHNICAL & FINANCIAL CAPACITY



January 10, 2020

Re: Borrego Solar Systems, Inc.

To Whom It May Concern:

With over 11 years working experience, Borrego Solar Systems, Inc. ("Borrego") continues to be one of the top tiered bank clients. Borrego maintain a superior reputation through their satisfactory credit and depository relationships. I am pleased to confirm that Borrego has an \$62,250,000 revolving line of credit with a \$15,000,000 sublimit for Stand-by Letters of Credit. Repayment has always been as agreed and Borrego is in compliance with all of its covenants. In addition, they have maintained a demand deposit accounts (including Checking Account #045909850) with average balances in the mid seven figures range. The accounts have always been handled in a satisfactory manner.

Through the years, Borrego has always performed in an exemplary manner. The company continues to meet and exceed all its credit obligations. We value the relationship maintained with Bank of the West and continue to support all their financial needs.

Please let me know if I can be of further assistance.

Sincerely,

James Kim


Vice President & Commercial Relationship Manager

Bank of the West

Tel: (213) 972-0581

Fax: (213) 972-0570

Pacific Rim Corporate Banking
300 S. Grand Avenue, 7th Floor | Los Angeles, CA 90071
F: (213) 972-0570

 Equal Housing Lender. Member FDIC.



January 6, 2020

To Whom It May Concern
RE: Borrego Solar Systems. Inc.

This letter is to confirm that Borrego Solar Systems. Inc., ('Borrego') has been a client of Citibank since September 2009 and maintains a credit facility in good standing with Citibank in the amount of \$15,000 000.00. Borrego's credit relationship with Citi has been highly satisfactory.

We hope this information has been helpful. Please do not hesitate to contact me with any questions you may have.

Regards,

A handwritten signature in blue ink, appearing to read "Thad Garrison", with a long horizontal flourish extending to the right.

Thad Garrison
Director
Relationship Manager
Citi
213-833-2340
thad.garrison@citi.com



January 27, 2020

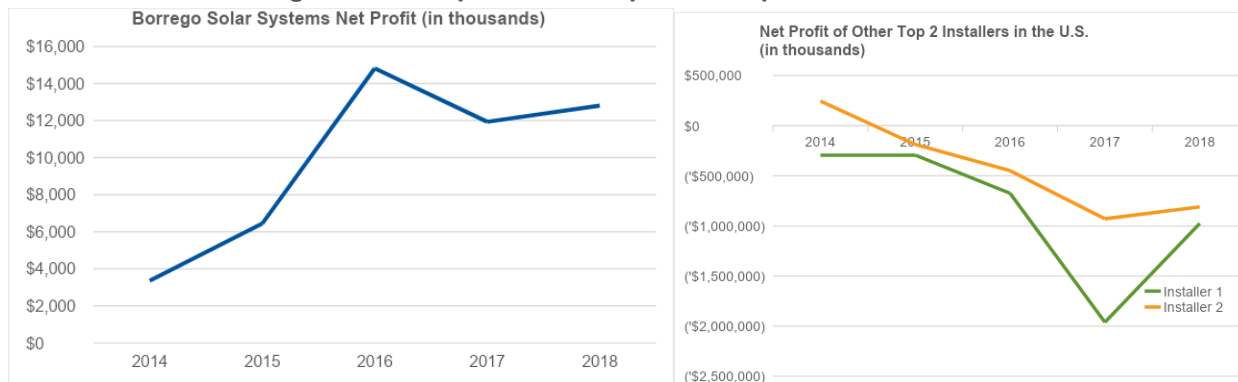
To whom it may concern:

It is the mission of Borrego Solar Systems Inc. (BSSI) "to solve the world's energy problems by accelerating the adoption of renewable energy". BSSI develops, designs, builds, and maintains solar PV and energy storage projects for independent power producers/renewable energy assets owners, utilities, and commercial and public sector net-metered customers. Since its founding in 1980, BSSI has completed installation of more than 600 megawatts (MW) and has become the largest private commercial solar company in the U.S., with the largest market share in Massachusetts, New York, and California. Additionally, BSSI has over 450 MW of solar projects in the pipeline to be built.

Borrego Solar Financial Strength

- 40 years in distributed energy experience
- Long-term leadership team
- \$50M single project bonding capacity, \$200M work program capacity
- "A" rating from surety companies
- Fully insured by top companies
- \$23M total line of credit
- Backed by \$5B majority investor
- No long-term debt
- Profitable for nearly a decade

How does Borrego Solar compare to our top two competitors? ¹



The financial capabilities, industry experience, and market acumen of BSSI strongly endorse the success of its development activities in Maine.

Respectfully,

By:

Name: Jared Connell

Title: VP of Development, New England

¹ Borrego Solar Systems, Inc. is a private company and net profit values are based on Net Income as reported in our Audited Financial Statements. The net profit values of our top two competitors, in terms of overall U.S. commercial marketshare, are based on Net Profit Attributed to Stockholders since they are both publicly traded.

APPENDIX D

MAINE STATE AGENCY CORRESPONDENCE



August 7, 2020

Mr. John Perry
Environmental Review Coordinator
Maine Department of Inland Fisheries and Wildlife
41 State House Station
Augusta, ME 04333-0041

RE: **Borrego Solar**
Perkins Ridge Road, Auburn
Proposed Solar Farm

Dear Mr. Perry:

Borrego Solar is in the design process of a proposed solar array in Auburn, Maine. The project site is located on the west side of Perkins Ridge Road between Hatfield Road and Jackson Hill Road. Please see the enclosed USGS map and natural resources map for the project's location.

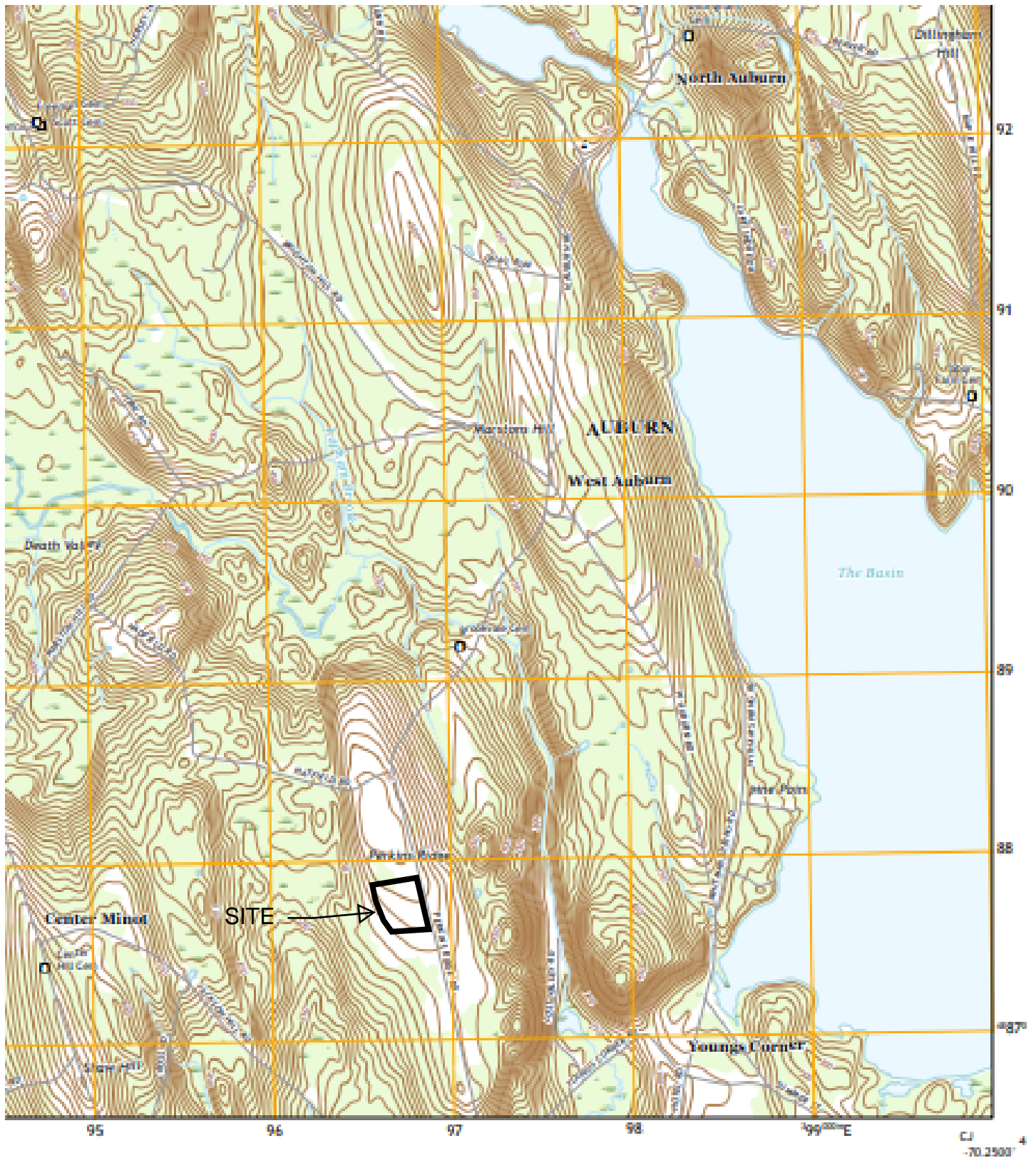
We are submitting this request to your office to determine if there are any potential impacts to fisheries or wildlife habitats located at the site or in the immediate surroundings. Please forward your response to our office located at 55 Technology Drive Suite 102 Lowell, MA 01851 or by email at dalbrecht@borregosolar.com.

Thank you for your assistance in this matter.

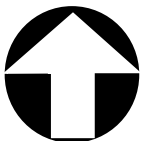
Sincerely
Borrego Solar Systems, Inc.

David M. Albrecht, P.E.
Principal Civil Engineer

Enclosure



Lake Auburn West ME Quadrangle
Date: 01/01/2018
1:24000



Date: 08/07/2020

LOCATION MAP **Perkins Ridge Road** **Auburn Maine**

Data Source: www.usgsstore.com



Borrego Solar
Systems, Inc.
55 Technology Drive
Suite #102
Lowell, MA 01851



STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
284 STATE STREET
41 STATE HOUSE STATION
AUGUSTA ME 04333-0041



October 27, 2020

David Albrecht
Middlesex Turnpike Solar 1, LLC
66 Technology Drive, Suite 102
Lowell, MA 01861

RE: Information Request – Perkins Ridge Road Solar Project, Auburn

Dear David:

Per your request received on September 25, 2020, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns within the vicinity of the *Perkins Ridge Road Solar* project in Auburn. Note that as project details are lacking, and due to the general nature and scale of the map that was provided, our comments are non-specific and should be considered preliminary.

Please note this document does not fulfill the requirements of the Maine Public Utilities Commission's Distributed Generation Project Siting Attributes for solar energy projects. For solar projects seeking MDIFW's determination of potential impacts to Maine-listed Endangered or Threatened species or habitats pursuant to the MPUC process, please send a separate, clearly labeled request to: IFWEnvironmentalreview@maine.gov and a separate response will be provided.

Our Department has not mapped any Essential Habitats that would be directly affected by your project.

Endangered, Threatened, and Special Concern Species

Bats - Of the eight species of bats that occur in Maine, the three *Myotis* species are afforded special protection under Maine's Endangered Species Act (MESA, 12 M.R.S §12801 et. seq.): little brown bat (State Endangered), northern long-eared bat (State Endangered), and eastern small-footed bat (State Threatened). The five remaining bat species are designated as Species of Special Concern: big brown bat, red bat, hoary bat, silver-haired bat, and tri-colored bat. While a comprehensive statewide inventory for bats has not been completed, based on historical evidence, it is likely that several of these species occur within the project area during the fall/spring migration, the summer breeding season, and/or for overwintering. If the proposed project has a Federal nexus, either via funding or permitting, or if the project is not consistent with the USFWS "4(d) Rule", we recommend that you contact the U.S. Fish and Wildlife Service--Maine Fish and Wildlife Complex (Wende Mahaney, Wende_Mahaney@fws.gov, 207-902-1569) for further guidance on their perspective, as the northern long-eared bat is also listed as a Threatened Species under the Federal Endangered Species Act. The USFWS "4(d) Rule" provides guidance for protection of bat winter hibernacula and maternity roost trees for northern long-eared bats (see <https://www.fws.gov/midwest/endangered/mammals/nleb/4drule.html>). MDIFW Endangered Species Rules for bats (Chapter 8.06; see link at <http://www.maine.gov/sos/cec/rules/09/137/137c008.docx>) provide equivalent seasonal protection of maternity roost trees for any of the three state-listed bats, seasonally prohibits entry into subsurface winter

hibernacula, and has additional protections for tree removal within ¼ mile of subsurface winter hibernacula. At present, no maternity roost trees have been designated for protection.

In addition to traditional hibernacula like caves and old mines, recent findings indicate that *Myotis* and big brown bats may also overwinter in exposed rocky features. To date, Maine talus and rocky outcrop studies have focused on relatively exposed slopes with minimal canopy cover, although ongoing research has shown that bats use rocky areas under the forest canopy. Occupied talus slopes in Maine have consisted of variable rock sizes, ranging in size from softball-sized to car-sized boulders. Rock piles, rock ledges, and small vertical cracks in rocks (>1/2-inch-wide) create crevices that allow bats to access deeper cavities that provide protection for predators and suitable temperature and humidity conditions. Some species of bat, like the eastern small-footed bat, use rocky features year-round. A desktop GIS analysis does not indicate the presence of these features in your project area; however, not all talus and rocky features have been mapped statewide. Therefore, we advise that all areas of talus and rocky features of approximately 1,000 square feet or greater in size be documented on and within 250 feet of your project area, including smaller areas of rock piles and tailings (i.e., quarry spoils). See attached photographs for representative features—these photographs are not all-inclusive and should be used for guidance purposes only. Detailed photographs and coordinates should be submitted to MDIFW for review, and acoustic monitoring may be recommended to document occupancy. Alternatively, these features should be appropriately buffered commensurate with the size and layout of the project. If these features are not present in the project area, our Agency does not anticipate significant impacts to any of the bat species as a result of this project based on currently best available science.

Significant Wildlife Habitat

Significant Vernal Pools - At this time MDIFW Significant Wildlife Habitat (SWH) maps indicate no known presence of SWHs subject to protection under the Natural Resources Protection Act (NRPA) within the project area, which include Waterfowl and Wading Bird Habitats, Seabird Nesting Islands, Shorebird Areas, and Significant Vernal Pools. However, a comprehensive statewide inventory for Significant Vernal Pools has not been completed. Therefore, we recommend that surveys for vernal pools be conducted within the project boundary by qualified wetland scientists prior to final project design to determine whether there are Significant Vernal Pools present in the area. These surveys should extend up to 250 feet beyond the anticipated project footprint because of potential performance standard requirements for off-site Significant Vernal Pools, assuming such pools are located on land owned or controlled by the applicant. Once surveys are completed, survey forms should be submitted to our Agency for review well before the submission of any necessary permits. Our Department will need to review and verify any vernal pool data prior to final determination of significance.

Fisheries Habitat

We recommend that 100-foot undisturbed vegetated buffers be maintained along streams. Buffers should be measured from the edge of stream or associated fringe and floodplain wetlands. Maintaining and enhancing buffers along streams that support coldwater fisheries is critical to the protection of water temperatures, water quality, natural inputs of coarse woody debris, and various forms of aquatic life necessary to support conditions required by many fish species. Stream crossings should be avoided, but if a stream crossing is necessary, or an existing crossing needs to be modified, it should be designed to provide full fish passage. Small streams, including intermittent streams, can provide crucial rearing habitat, cold water for thermal refugia, and abundant food for juvenile salmonids on a seasonal basis and undersized crossings may inhibit these functions. Generally, MDIFW recommends that all new,

modified, and replacement stream crossings be sized to span at least 1.2 times the bankfull width of the stream. In addition, we generally recommend that stream crossings be open bottomed (i.e. natural bottom), although embedded structures which are backfilled with representative streambed material have been shown to be effective in not only providing habitat connectivity for fish but also for other aquatic organisms. Construction Best Management Practices should be closely followed to avoid erosion, sedimentation, alteration of stream flow, and other impacts as eroding soils from construction activities can travel significant distances as well as transport other pollutants resulting in direct impacts to fish and fisheries habitat. In addition, we recommend that any necessary instream work occur between July 15 and October 1.

This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program, Maine Department of Marine Resources, and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,

A handwritten signature in black ink, appearing to read 'Becca Settele', with a stylized, flowing script.

Becca Settele
Wildlife Biologist

Representative Photographs of Suitable Bat Rock-Roosting Sites

Prepared by the Maine Department of Inland Fisheries and Wildlife

Photographs are for guidance only and should not be considered all-inclusive.

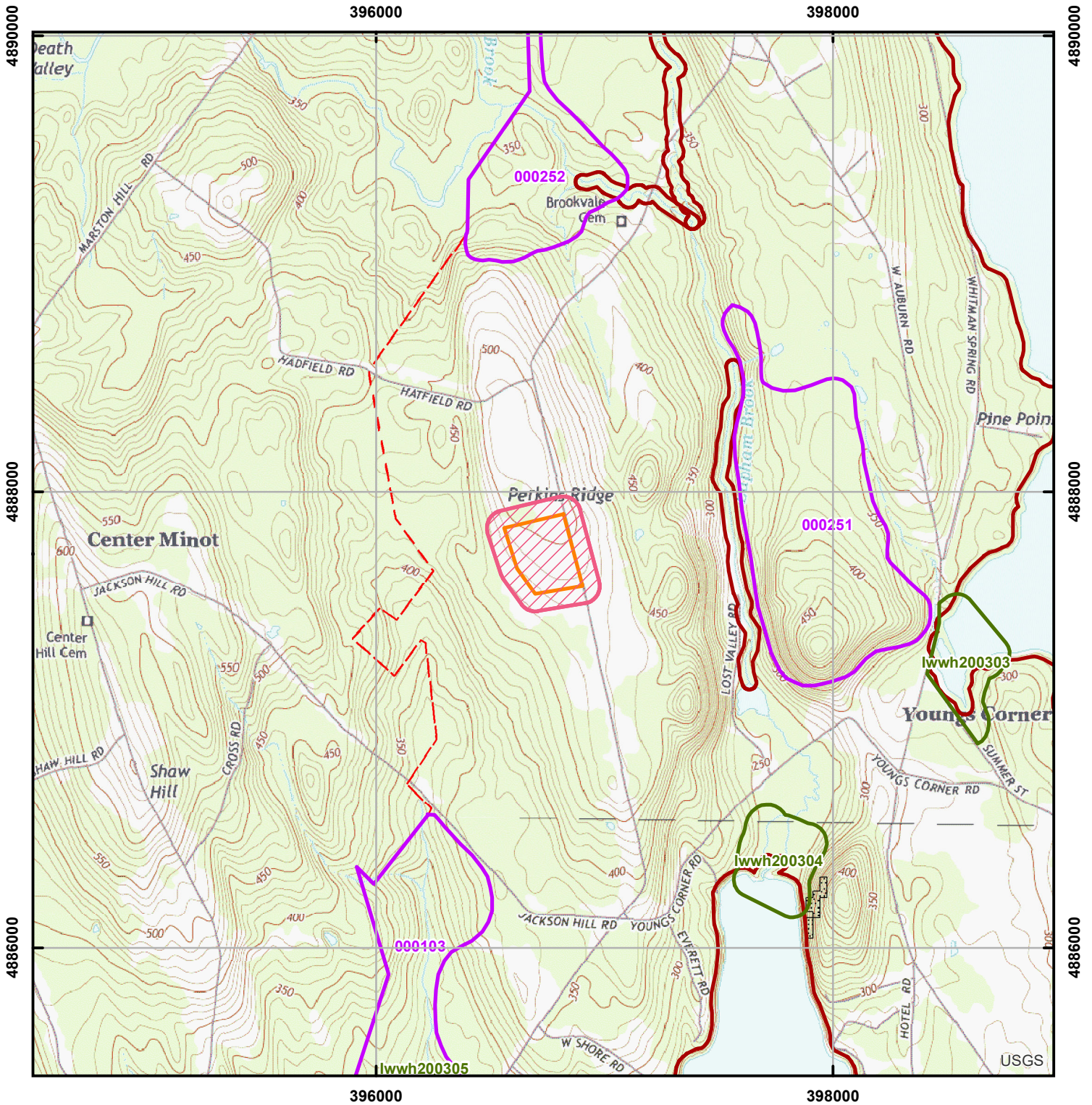
Arrows indicate sites of rock-roosting bats.

Photographs used by permission: Paul R. Moosman, Jr., Department of Biology, Virginia Military Institute



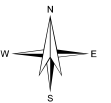




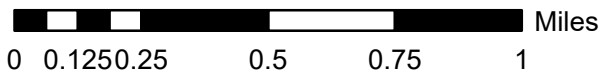


Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: Perkins Ridge Road Solar, Auburn
(Version 1)



Maine Department of
Inland Fisheries and Wildlife



Projection: UTM, NAD83, Zone 19N

Date: 9/28/2020

- | | | |
|-----------------------------|----------------------------------|---------------------------------------------------------|
| ProjectPoints | Deer Winter Area | Roseate Tern |
| ProjectLines | LUPC p-fw | Piping Plover and Least Tern |
| ProjectPolys | Cooperative DWAs | Aquatic ETSc - 2.5 mi review |
| ProjectSearchAreas | Seabird Nesting Islands | Rare Mussels - 5 mi review |
| Maine Cliff and Talus Areas | Shorebird Areas | Maine Heritage Fish Waters |
| | Inland Waterfowl and Wading Bird | Arctic Charr Habitat |
| | 2008 lwwh - Shoreland Zoning | Redfin Pickerel and Swamp Darter Habitats - buffer100ft |
| | Tidal Waterfowl and Wading Bird | Special Concern occupied habitats - 100ft buffer |
| | Significant Vernal Pools | Wild Lake Trout Habitats |
| | Environmental Review Polygons | |





August 7, 2020

Ms. Megan Rideout
Maine Historic Preservation Commission
65 State House Station
Augusta, ME 04333-0065

RE: **Borrego Solar**
Perkins Ridge Road, Auburn
Proposed Solar Farm

Dear Ms. Rideout:

Borrego Solar is in the design process of a proposed solar array in Auburn, Maine. The project site is located on the west side of Perkins Ridge Road between Hatfield Road and Jackson Hill Road. Please see the enclosed USGS map and natural resources map for the project's location.

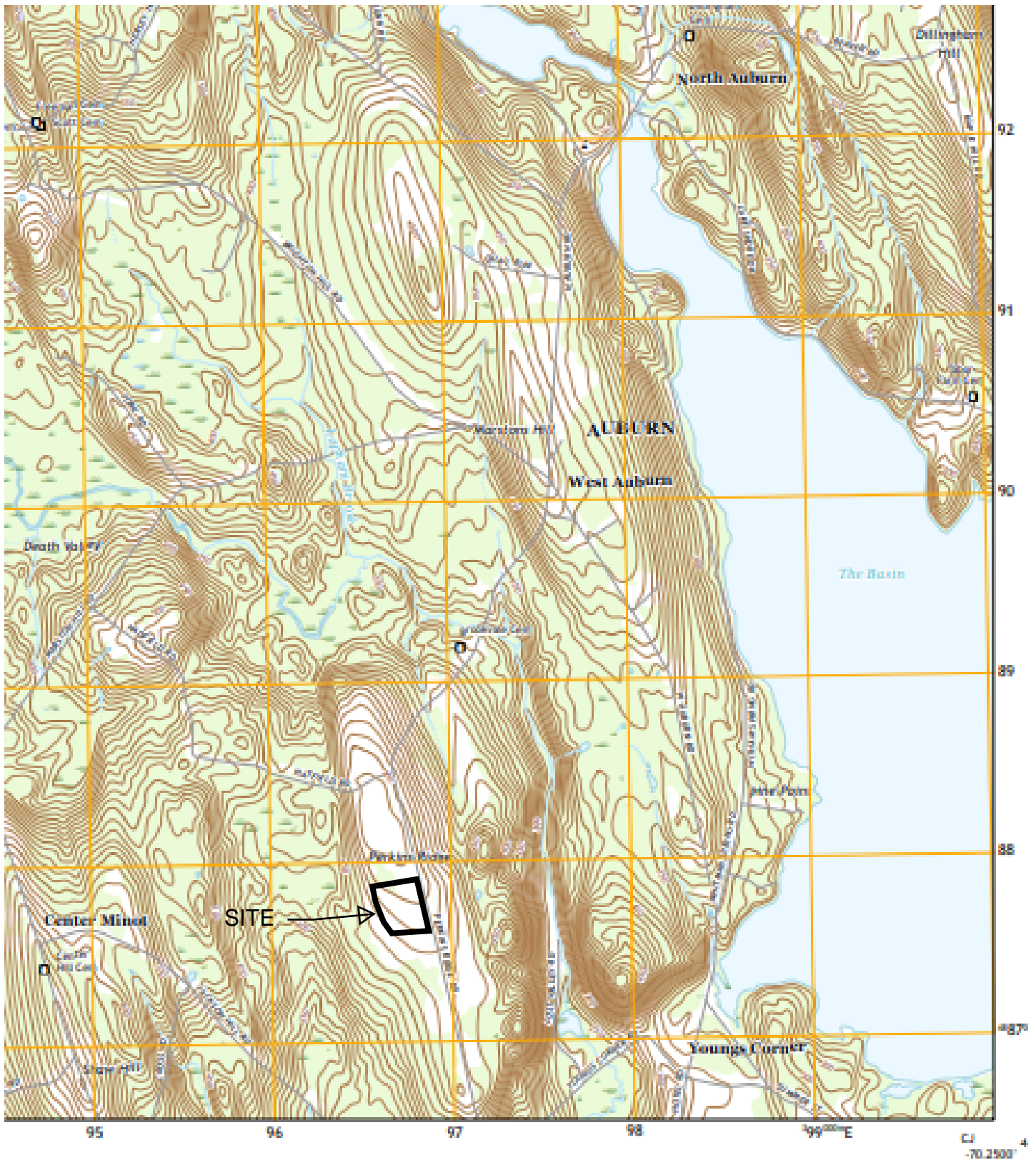
We are submitting this request to your office to determine if there are any potential impacts to cultural/historical/archaeological resources located at the site or in the immediate surroundings. Please forward your response to our office located at 55 Technology Drive, Suite 102 Lowell, MA 01851 or by email at dalbrecht@borregosolar.com.

Thank you for your assistance in this matter.

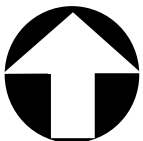
Sincerely
Borrego Solar Systems, Inc.

David M. Albrecht, P.E.
Principal Civil Engineer

Enclosure



Lake Auburn West ME Quadrangle
Date: 01/01/2018
1:24000



Date: 08/07/2020

LOCATION MAP **Perkins Ridge Road** **Auburn Maine**

Data Source: www.usgsstore.com



Borrego Solar
Systems, Inc.
55 Technology Drive
Suite #102
Lowell, MA 01851



MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

JANET T. MILLS
GOVERNOR

KIRK F. MOHNEY
DIRECTOR

September 30, 2020

Mr. David Albrecht
Borrego Solar
55 Technology Dr
Suite 102
Lowell, MA 01851

Project: MHPC #1493-20 Perkins Ridge Road
Solar Project
Town: Auburn, ME

Dear Mr. Albrecht:

In response to your recent request, I have reviewed the information received September 24, 2020 to initiate consultation on the above referenced project in accordance with the requirements of Maine Department of Environmental Protection.

In order to continue our review, please provide a site plan and photographs of any buildings, 50 years or older, located on or adjacent to the proposed project. Please key the photographs to a location map.

We look forward to continuing consultation with you. If you have any questions regarding above-ground properties, please contact Megan M. Rideout of this office at megan.m.rideout@maine.gov.

Sincerely,

Kirk F. Mohney
State Historic Preservation Officer



August 7, 2020

Ms. Lisa St. Hilaire, Information Manager
Maine Natural Areas Program
177 State House Station
Augusta, ME 04333-0177

RE: **Borrego Solar**
Perkins Ridge Road Auburn
Proposed Solar Farm

Dear Ms. St. Hilaire:

Borrego Solar is in the design process of a proposed solar array in Auburn, Maine. The project site is located along the west side of Perkins Ridge Road. Please see the enclosed USGS map and wetland delineation map for the project's location.

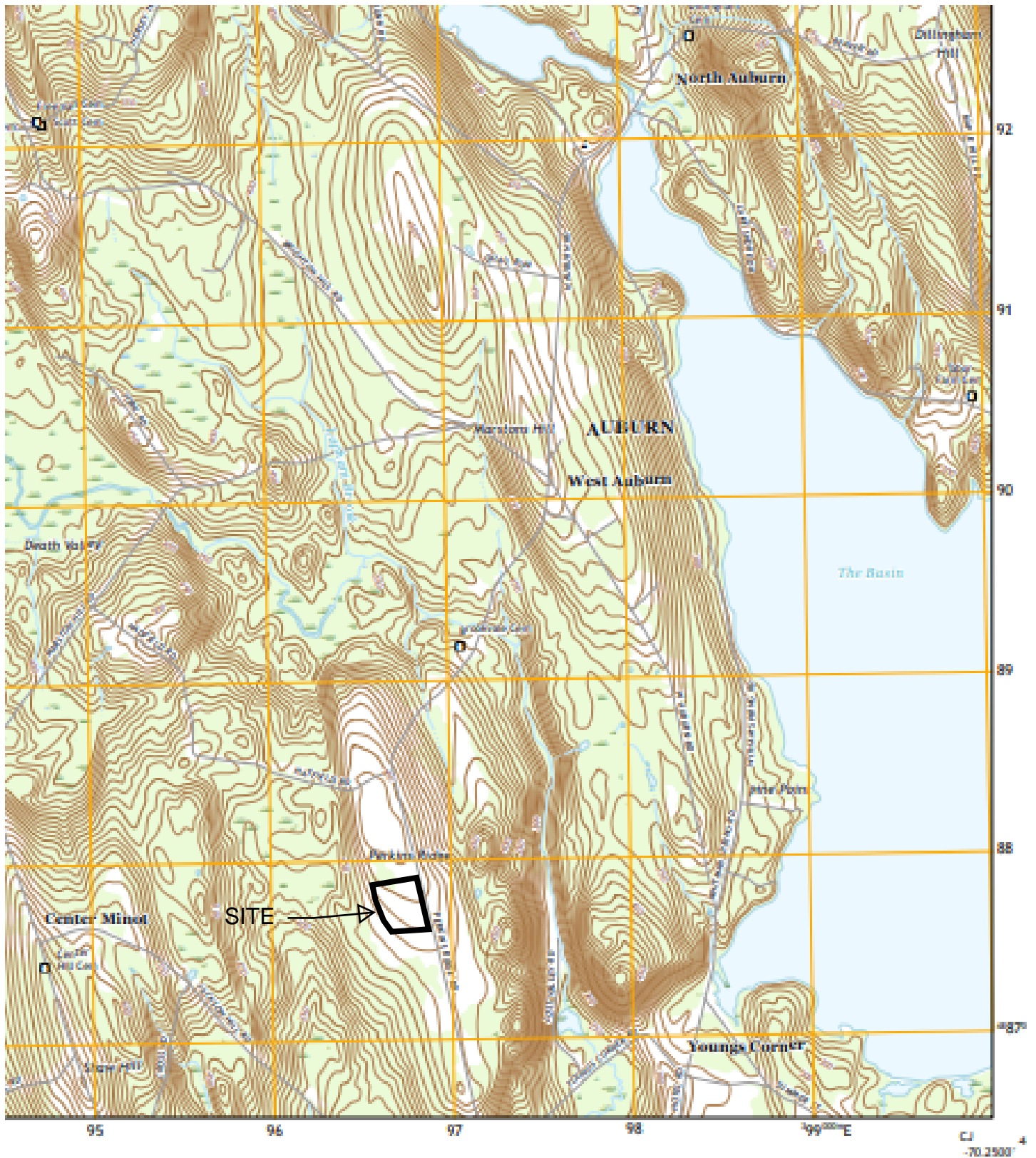
We are submitting this request to your office to determine if there are any potential unusual natural areas located at the site or in the immediate surroundings. Please forward your response to our office located at 55 Technology Drive Suite 102 Lowell, MA 01851 or by email at dalbrecht@borregosolar.com.

Thank you for your assistance in this matter.

Sincerely
Borrego Solar Systems, Inc.

David M. Albrecht, P.E.
Principal Civil Engineer

Enclosure



Lake Auburn West ME Quadrangle
Date: 01/01/2018
1:24000



Date: 08/07/2020

LOCATION MAP **Perkins Ridge Road** **Auburn Maine**

Data Source: www.usgsstore.com



Borrego Solar
Systems, Inc.
55 Technology Drive
Suite #102
Lowell, MA 01851



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
177 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

August 7, 2020

David Albrecht
Borrego Solar Systems
55 Technology Drive, Suite 102
Lowell, MA 01851

Via email: dalbrecht@borregosolar.com

Re: Rare and exemplary botanical features in Borrego Solar Proposed Solar Farm, Perkins Ridge Road, Auburn, Maine

Dear Mr. Albrecht:

I have searched the Maine Natural Areas Program's Biological and Conservation Data System files in response to your request received August 7, 2020 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Auburn, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. This lack of data may indicate minimal survey efforts rather than confirm the absence of rare botanical features. You may want to have the site inventoried by a qualified field biologist to ensure that no undocumented rare features are inadvertently harmed.

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

In regards to Small Whorled Pogonia, this site has low potential for this species, and the MNAP does not recommend survey for this species at this site.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a

MOLLY DOCHERTY, DIRECTOR
MAINE NATURAL AREAS PROGRAM
BLOSSOM LANE, DEERING BUILDING



PHONE: (207) 287-804490
WWW.MAINE.GOV/DACF/MNAP

substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

The Maine Natural Areas Program (MNAP) is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. MNAP welcomes coordination with individuals or organizations proposing environmental alteration or conducting environmental assessments. If, however, data provided by MNAP are to be published in any form, the Program should be informed at the outset and credited as the source.

The Maine Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for two hours of our services.

Thank you for using MNAP in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristen Puryear", with a stylized flourish at the end.

Kristen Puryear | Ecologist | Maine Natural Areas Program
207-287-8043 | kristen.puryear@maine.gov

Rare and Exemplary Botanical Features within 4 miles of Project: Borrego Solar Perkins Ridge Road Solar Project, Auburn, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Broad Beech Fern						
	SC	S2	G5	1895-09	13	Hardwood to mixed forest (forest, upland)
Fern-leaved False Foxglove						
	SC	S3	G5	1895	12	Dry barrens (partly forested, upland),Hardwood to mixed forest (forest, upland)
	SC	S3	G5	1938-08-18	11	Dry barrens (partly forested, upland),Hardwood to mixed forest (forest, upland)
Large Whorled Pogonia						
	PE	SX	G5	1895	2	Hardwood to mixed forest (forest, upland)
Scarlet Oak						
	E	S1	G5	1893	1	Hardwood to mixed forest (forest, upland)
Silver Maple Floodplain Forest						
	<null>	S3	GNR	2016-08-17	71	Forested wetland
Small Whorled Pogonia						
	E	S2	G2G3	2019-07-01	32	Hardwood to mixed forest (forest, upland)
Tiny Lovegrass						
	PE	SH	G5	1908-11	5	Old field/roadside (non-forested, wetland or upland),Dry barrens (partly forested, upland)
Upright Bindweed						
	T	S2	G4G5	1958-06-22	10	Dry barrens (partly forested, upland),Old field/roadside (non-forested, wetland or upland)
Vasey's Pondweed						
	SC	S2	G4	1800	6	Open water (non-forested, wetland)

STATE RARITY RANKS

- S1** Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
- S2** Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- S3** Rare in Maine (20-100 occurrences).
- S4** Apparently secure in Maine.
- S5** Demonstrably secure in Maine.
- SU** Under consideration for assigning rarity status; more information needed on threats or distribution.
- SNR** Not yet ranked.
- SNA** Rank not applicable.
- S#?** Current occurrence data suggests assigned rank, but lack of survey effort along with amount of potential habitat create uncertainty (e.g. S3?).

Note: **State Rarity Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines State Rarity Ranks for animals.

GLOBAL RARITY RANKS

- G1** Critically imperiled globally because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extinction.
- G2** Globally imperiled because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- G3** Globally rare (20-100 occurrences).
- G4** Apparently secure globally.
- G5** Demonstrably secure globally.
- GNR** Not yet ranked.

Note: **Global Ranks** are determined by NatureServe.

STATE LEGAL STATUS

Note: State legal status is according to 5 M.R.S.A. § 13076-13079, which mandates the Department of Conservation to produce and biennially update the official list of Maine's **Endangered** and **Threatened** plants. The list is derived by a technical advisory committee of botanists who use data in the Natural Areas Program's database to recommend status changes to the Department of Conservation.

- E** ENDANGERED; Rare and in danger of being lost from the state in the foreseeable future; or federally listed as Endangered.
- T** THREATENED; Rare and, with further decline, could become endangered; or federally listed as Threatened.

NON-LEGAL STATUS

- SC** SPECIAL CONCERN; Rare in Maine, based on available information, but not sufficiently rare to be considered Threatened or Endangered.
- PE** Potentially Extirpated; Species has not been documented in Maine in past 20 years or loss of last known occurrence has been documented.

ELEMENT OCCURRENCE RANKS - EO RANKS

Element Occurrence ranks are used to describe the quality of a rare plant population or natural community based on three factors:

- **Size**: Size of community or population relative to other known examples in Maine. Community or population's viability, capability to maintain itself.
- **Condition**: For communities, condition includes presence of representative species, maturity of species, and evidence of human-caused disturbance. For plants, factors include species vigor and evidence of human-caused disturbance.
- **Landscape context**: Land uses and/or condition of natural communities surrounding the observed area. Ability of the observed community or population to be protected from effects of adjacent land uses.

These three factors are combined into an overall ranking of the feature of **A**, **B**, **C**, or **D**, where **A** indicates an **excellent** example of the community or population and **D** indicates a **poor** example of the community or population. A rank of **E** indicates that the community or population is **extant** but there is not enough data to assign a quality rank. The Maine Natural Areas Program tracks all occurrences of rare (S1-S3) plants and natural communities as well as A and B ranked common (S4-S5) natural communities.

Note: **Element Occurrence Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines Element Occurrence ranks for animals.

Visit our website for more information on rare, threatened, and endangered species!
<http://www.maine.gov/dacf/mnap>



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
177 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

August 7, 2020

David Albrecht
Borrego Solar Systems
55 Technology Drive, Suite 102
Lowell, MA 01851

Via email: dalbrecht@borregosolar.com

RE: Proposed Borrego Solar Farm, Perkins Ridge Road, Auburn; Threatened, and Endangered Plants and Rare or Exemplary Natural Community Clearance Determination

Dear Mr. Albrecht:

I am writing in response to your request for a determination from the Maine Natural Areas Program (MNAP) on the potential for the above referenced project to result in adverse impacts to rare, threatened, or endangered plants or rare and exemplary natural communities, pursuant to the Maine Public Utilities Commission's Distributed Generation Siting Attribute criteria number 5.

There is no comprehensive statewide inventory that includes all rare, threatened, or endangered species occurrences and natural community types. Though many resources are included on data layers and resource maps, the completeness of these varies by species, habitat type, location, and previous survey efforts. Thus, such tools should be considered preliminary unless otherwise indicated by MNAP. It is the applicant's ultimate responsibility to ensure that their actions do not result in adverse impacts to rare, threatened, or endangered plants and rare or exemplary natural communities, regardless of whether species occurrences or natural communities have been previously identified and mapped.

MNAP's determination for this proposed project site is indicated in the selection below:

- ☒ **Based on review of the information provided, current documentation and available information indicate no known adverse impacts rare, threatened, or endangered plants or rare or exemplary natural communities on the proposed project site or in the vicinity.**
- ☐ **Based on review of the information provided, current documentation and available information indicate no known adverse impacts to rare, threatened, or endangered plants or rare or exemplary natural communities on the proposed project site. However, rare, threatened, or endangered plants or rare or exemplary natural communities have been documented in the vicinity of the proposed project site and MNAP recommends further investigations and surveys to enable a more definitive determination. Please contact MNAP for further guidance and survey protocols.**

MOLLY DOCHERTY, DIRECTOR
MAINE NATURAL AREAS PROGRAM
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- ☐ Based on review of the information provided, current documentation and available information indicate **the presence of rare, threatened, or endangered plants or rare or exemplary natural communities on the proposed project site.**

Please note that this determination relates only to known information on rare, threatened, or endangered plants or rare or exemplary natural communities in relation to the proposed project site. This determination does not constitute a full environmental review response for the proposed project. If you require additional information, please contact maine.nap@maine.gov.

Sincerely,



Kristen Puryear | Ecologist | Maine Natural Areas Program
207-287-8043 | kristen.puryear@maine.gov

Cc: Sally Zeh, Christine Cook (MPUC)
Jim Beyer (MDEP)



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
BUREAU OF AGRICULTURE, FOOD & RURAL RESOURCES
28 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

August 7, 2020

David Albrecht
Borrego Solar Systems
55 Technology Drive, Suite 102
Lowell, MA 01851

Via email: dalbrecht@borregosolar.com

RE: Proposed Borrego Solar Farm, Perkins Ridge Road, Auburn; Mapped Farmland Soils

Dear Mr. Albrecht:

In collaboration with the Maine Natural Areas Program (MNAP), the Bureau of Agriculture, Food and Rural Resources has searched the USDA Natural Resource Conservation Service (NRCS) Farmland Soils Data in response to your request received by MNAP on August 7, 2020 for information on the presence of land identified as Prime Farmland or Farmland of Statewide Importance at your project site in Auburn, Maine. This letter is provided for informational purposes only.

Prime Farmland is land identified with the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is available for these uses. This land may or may not be active farmland, but it is not currently urban, developed or inundated by water. Farmland of Statewide Importance generally includes areas that nearly meet the requirements for Prime Farmland and economically may produce high yields of crops when treated and managed according to acceptable farming methods.

- ☐ NO HIT: According to the information currently in the Farmland Soils Data layer, there are no farmland soils (Prime Farmland or Farmland of Statewide Importance) mapped specifically within the project area.
- ☒ FARMLAND SOIL HIT: According to the information currently in the Farmland Soils Data layer, the project site includes areas with mapped farmland soils. Agricultural siting best practices recommend avoiding conversion of land designated as Prime Farmland or Farmland of Statewide Importance. This project area includes soils mapped as:
 - ☒ Prime Farmland
 - ☐ Farmland of Statewide Importance

Our review covers only areas mapped as Prime Farmland or Farmland of Statewide Importance. This finding is not a substitute for on-site surveys. Field surveys are needed for solar project clearance

NANCY McBRADY, BUREAU DIRECTOR
AGRICULTURE, FOOD & RURAL RESOURCES
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according to the Maine Public Utilities Commission Procurement Announcement, Appendix A, Project Attribute Criteria #9.





As a general statement of policy, the Maine Department of Agriculture, Conservation and Forestry recommends that whenever possible, commercial scale solar projects be sited on non-agricultural lands. If that is not possible, the Department recommends minimizing the footprint of solar development on high value agriculture soils and encourages the development of dual use solar projects. The Department is currently in the process of developing technical guidance for solar developments to help minimize impacts to agricultural lands. For more information about this guidance, contact the Bureau of Agriculture's Division of Agricultural Resource Development at (207) 287-3491.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy McBrady", with a stylized flourish at the end.

Nancy McBrady, Director
Bureau of Agriculture, Food and Rural Resources

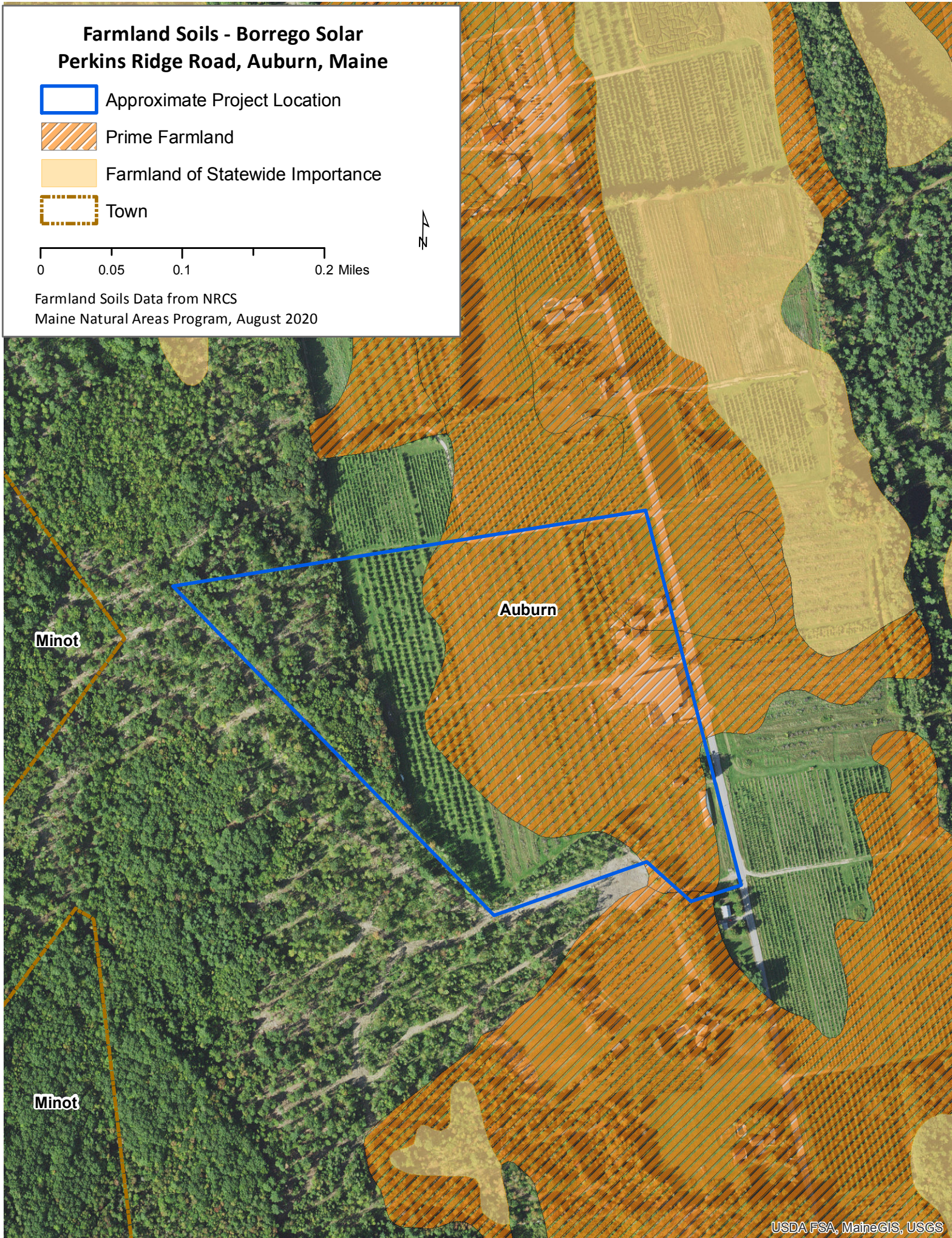
Farmland Soils - Borrego Solar Perkins Ridge Road, Auburn, Maine

-  Approximate Project Location
-  Prime Farmland
-  Farmland of Statewide Importance
-  Town

0 0.05 0.1 0.2 Miles



Farmland Soils Data from NRCS
Maine Natural Areas Program, August 2020



APPENDIX E

EROSION AND SEDIMENTATION CONTROL PLAN

EROSION AND SEDIMENTATION CONTROL

Narrative. The proposed construction will require the implementation of temporary and permanent erosion control measures. These measures will be implemented in accordance with the Maine Erosion and Sediment Control Best Management Practices (BMPs) Manual, prior to removal of any on-site vegetation or any soil disturbance of any soil. The general erosion and sediment control specifications and details, as provided within this section, are intended to describe measures to be used by contractors working on the site to maintain compliance with the standards established in the BMPs. These standards include information on temporary and permanent erosion control measures, rates of seeding and applied mulch, slope and soil stabilization, effect of construction schedule, and other details.

There are no known existing erosion control concerns with the site. Installation and maintenance of proper erosion control measures will be required by site contractors to confine sediment and debris within the limit of work. Proper use and maintenance of erosion control measures will provide protection against off-site transport of sediment and discharge of sediment to undisturbed areas of the development.

Completion Date. Summer/Fall 2021

Site Features. For site features please refer to the enclosed plan.

Temporary and Permanent Erosion Control Measures. For temporary and permanent erosion control measures please refer to the enclosed plan.

Limits of Disturbed Areas. Areas of disturbance will be limited to the proposed work shown on the enclosed plan. Solar panels will be mounted on pile foundations to limit excavation and disturbance. Areas outside of the solar array will maintain its existing land cover.

Design Drawings and Specifications. For design drawings please refer to the enclosed plan. The following specifications will be utilized by the site contractor during construction of the project.

EROSION CONTROL PLAN SPECIFICATIONS

A. General

1. All work and measures will be as per the Maine Erosion and Sediment Control BMPs manual.

B. Prior to Construction

1. Prior to any of tree clearing, construction, or soil disturbance, erosion and sedimentation controls shall be in place.
2. A construction entrance/exit tracking pad shall be in place.

C. During Construction

1. Exposed soil surfaces will be treated immediately with either temporary or permanent erosion control measures if they are to remain unprotected for more than 7 days, or if they are at final grades.
2. Drainage ways (swales/ditches), either designed or incidental, will have filter barriers installed.
3. Work and materials necessary to minimize sediment loss from the site will be provided.
4. Erosion control measures will be inspected and repaired after every rainfall greater than ½-inch and at least daily during rain events lasting longer than 24 hours.

D. Post Construction

1. Erosion control measures will be maintained until permanent soil stabilization has been achieved with a growth of vegetation greater than 90%.

SOIL PROTECTION AND EROSION CONTROL PART 1 -

GENERAL

1.01 Description of Work

- A. Provide and maintain devices to control erosion, siltation, sedimentation, and dust that occur during construction operations. Undertake every reasonable precaution and do whatever is necessary to avoid erosion of soil and to prevent silting of wetland areas and drainage ditches.
- B. Provide measures to control dust caused whether on or off the project site.
- C. Deficiencies in erosion control measures indicated by failures or erosion will be corrected as soon as reasonably possible by providing additional measures or different techniques to correct the situation and prevent subsequent erosion.
- D. Exposure of soils on embankments, excavations, and graded areas will be kept as short as possible. Initiate seeding and other erosion control practices as soon as reasonably possible.

PART 2 - PRODUCTS

2.01 Materials: Use the following materials to implement and construct erosion control measures.

- A. Hay Bale: Rectangular shaped bales of straw (hay is not allowed) weighting at least 40 pounds per bale; free from noxious weed seeds and rough or woody materials.
- B. Mulch: Type and use as specified by the Erosion Control Handbook
 - 1. Long fibered straw in dry condition and which are free of weeds and foreign matter detrimental to plant life.
 - 2. Mulch netting: Plastic or nylon mesh netting with approximate openings of ¼-inch to 1-inch.
- C. Permanent Seeding: Cut and fill slopes and disturbed areas will be stabilized as follows:
 - 1. Four inches of loam will be spread over disturbed areas and smoothed to a uniform surface. Existing loam (from the site) can be used for this purpose.
 - 2. Following seed bed preparation, back slopes will be seeded to a mixture of 83% creeping red fescue, and 17% rye grass. Seeding rate is 3 lbs. per 1,000 square feet. Lawn quality sod may be substituted for seed.
 - 3. Straw mulch at the rate of 90 lbs. per 1,000 square feet of a hydro-application of asphalt, wood, or paper fiber will be applied following seeding. A suitable binder such as curason or terrtack will be used on hay mulch for wind control.
 - 4. If final seeding of the disturbed areas is not completed by September 15th of the year of the construction, then on that date these areas will be graded and a cover crop of rye at the rate of 112 lbs/acre or 3 lbs/1,000 sq. ft. will be applied. The rye seeding will be preceded by an application of 3 tons of lime and 800 lbs. of 10-20-20 fertilizer or its equivalent and covered by a layer of jute mat to aide in stabilization.
 - 5. In no case shall fertilizers, soil amendments, pesticides, insecticides, or herbicides be used.

PART 3 - EXECUTION

3.1 Construction

- A. Straw Bales:
 - 1. Install as directed by Erosion Control Handbook, and stake with required stakes and bury as required.
- B. Mulch:
 - 1. Undertake after each area has been properly prepared.
 - 2. When seed for erosion control is sown prior to placing the mulch, place mulch on the seeded areas within 48 hours after seeding.
 - 3. Blowing chopped mulch will be permitted.

4. Straw mulch should cover the ground enough to shade it, but the mulch should not be so thick that a person standing cannot see the ground through the mulch.
 5. Remove matted mulch or bunches.
- C. Temporary Erosion Control Matting (where necessary):
1. Surface Preparation:
 - a. Conform to grades for slopes and ditches shown of the drawings.
 - b. Finish to a smooth and even condition with all debris, roots, stones, and lumps raked out and removed.
 - c. Loosen soil surface to permit bedding of the matting.
 - d. Unless otherwise directed, apply seed prior to placement.
 2. Installation:
 - a. Place strips lengthwise in the direction of the flow of water.
 - b. Where strips are laid parallel or meet as in a tee, overlap at least four inches.
 - c. Overlap ends at least six inches in a shingle fashion.
 - d. The up-slope end of each strip of the matting will be turned down and buried to a depth of not less than six inches with the soil firmly tamped against it.
 - e. Build check slots at right angles to the direction of the flow of water. Space so that one check slot or one end occurs within each 50 feet of slope length. Construct by placing a tight fold of the matting at least six inches vertically into the ground and tamp the same as up-slope ends.
 - f. Bury edges of matting around the edges of the catch basins and other structures.
 - g. Where determined by the Engineers, additional seed will be spread over matting, particularly at those locations disturbed by building the slots. Matting will then be pressed onto the ground with a light lawn roller or by other satisfactory means.
 - h. Drive staples vertically into the ground flush with the surface.
 - i. On slopes flatter than 4:1, space staples not more than three feet and one row, alternately spaced, down the center.
 - j. On grades 4:1 or steeper, place in the same three rows, but spaced two feet apart.
 - k. On all overlapping or butting edges, double the number of staples, with the spacing halved; all ends of the matting and all required check slots will likewise have staples spaced every foot.
- D. Permanent Seeding:
1. Seed with appropriate seeds and application rates as noted in Section 2.01C.
 2. Mulch areas where seeding has been applied. Do not mulch seeded areas where matting will be immediately installed.
- E. Topsoil Storage:
1. Topsoil which is stockpiled on the site for use in loam applications will be placed out of natural drainages, in piles that have side slopes of 2:1 to 1.5:1.
 2. A trench (depth as required) will be constructed around the base of the pile to prevent eroding soil from washing into drainages.

- F. Dust Control: Utilize the application of sprinkled water to reduce the emission of airborne soil particulates from the Project site.
- G. Temporary Berms: Construct temporary barriers along the toe of embankments using side drains as necessary.
- H. Temporary Basins: Construct temporary sedimentation basins adequate to avoid siltation of surface water bodies.
- I. Other Temporary Measures:
 - 1. Type and use will be as specified in the Erosion Control Handbook.
- J. Winter Stabilization Notes
 - 1. this time, it is not expected that significant soil disturbance will occur during winter months or periods of heavy icing. If construction is performed during these times, the following construction practices will be followed.
 - a. All disturbed areas not stabilized with stone or other measures will have approved erosion control matting installed and be dormant seeded.
 - b. No frozen soil material or material containing significant snow or ice will be used for fill material.
 - c. All material stockpiles will have silt fence and/or hay bales installed downgradient of piles.
 - d. Follow general erosion control notes described previously wherever possible and as conditions permit.

3.2 Maintenance

- A. Inspect erosion control practices immediately after each rainfall greater than ½-inch and at least daily during rainfall lasting longer than 24 hours or snowmelt for damage. Provide maintenance and make appropriate repairs or replacement.
- B. Remove silt from around hay bales when it has reached one foot above grade or prior to expected heavy runoff or siltation.
- C. Repair matting if any staples become loosened or raised, or if any matting becomes loose, torn, or undermined, make satisfactory repairs immediately.

3.3 Removal of Temporary Erosion Control

- A. Remove temporary materials and devices when permanent soil stabilization has been substantially achieved. For vegetated areas, substantially complete means 95% vegetated cover has been established.
- B. Level and grade to the extent required to present a sightly appearance and to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.
- C. Remove unsuitable materials from site and dispose of in a lawful manner.



INSPECTION AND MAINTENANCE

The following Maintenance Plan will be employed for this facility. 978 Solar Development, LLC. will be responsible for all maintenance. Erosion control measures for this site were designed by:

David M. Albrecht, P.E.
Borrego Solar Systems, Inc.
55 Technology Drive,
Suite 102
(978) 513-2621
dalbrecht@borregosolar.com

A Pre- and Post-Construction Maintenance Plan for the stormwater management system and erosion control measures are included in this section.

MAINTENANCE PLAN

The MDEP's Stormwater Management for Maine: Best Management Practices (2006), and the MDEP's Chapter 500: Stormwater Management were used as guidelines in the development of this Maintenance Plan. General maintenance requirements are listed below.

A. DURING CONSTRUCTION

The general contractor will be responsible for the inspection and maintenance of all stormwater management system components during construction.

Inspection: Inspection of disturbed and impervious areas, erosion control measures, materials' storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site will be performed at least once a week as well as before and after a storm event, and prior to completing permanent stabilization measures. Inspections shall be conducted by a person with knowledge of erosion and stormwater control, including the standards and conditions in the permit.

Maintenance: All erosion control measures will be kept in effective operating condition until areas are permanently stabilized. If BMPs need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation will be completed within 7 calendar days and prior to any rainfall event.

Documentation: A log shall be kept summarizing the inspections and any corrective action taken. A copy of the log is provided at the end of this section, and is titled, Construction Inspection Log.

Stormwater Construction Site Inspection Report

General Information			
Project Name			
Maine DEP Tracking No.		Location	
Date of Inspection		Start/End Time	
Inspector's Name(s)			
Inspector's Title(s)			
Inspector's Contact Information			
Inspector's Qualifications			
Describe present phase of construction			
Type of Inspection: <input type="checkbox"/> Regular (every 7 days) or <input type="checkbox"/> Regular (every 14 days) <input type="checkbox"/> Pre-storm event <input type="checkbox"/> Post-storm event (within 24 hours of ¼")			
Weather Information			
Has there been a storm event since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide: Storm Start Date & Time: Storm Duration (hrs): Approximate Amount of Precipitation (in):			
Weather at time of this inspection? <input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds Temperature: _____ ° F			
Are there any discharges at the time of inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe:			

Stormwater, Sediment and Erosion BMP's

	BMP	Date BMP Installed	BMP Maintenance Required?	Corrective Action Needed and Notes
1	Stabilized Construction Exits		<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Silt Fence		<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Temporary Sediment Trap		<input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Sedimentation Basin		<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Catch Basin Filter (gravel)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Filter Berm		<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Catch basin filters (geotextile)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	Concrete Washout Area		<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	Stockpile Management		<input type="checkbox"/> Yes <input type="checkbox"/> No	
10	Dewatering practices		<input type="checkbox"/> Yes <input type="checkbox"/> No	
11	Dust Control		<input type="checkbox"/> Yes <input type="checkbox"/> No	
12	Temporary Seeding		<input type="checkbox"/> Yes <input type="checkbox"/> No	
13	Temporary Mulching		<input type="checkbox"/> Yes <input type="checkbox"/> No	
14	Permanent Seeding		<input type="checkbox"/> Yes <input type="checkbox"/> No	
15	Permanent Plantings		<input type="checkbox"/> Yes <input type="checkbox"/> No	
16	Permanent Mulching		<input type="checkbox"/> Yes <input type="checkbox"/> No	
17	Pavement		<input type="checkbox"/> Yes <input type="checkbox"/> No	
18	Others			

Overall Site Issues

BMP/activity	Implemented?	Maintenance Req'd?	Corrective Action Needed and Notes
Are slopes and disturbed areas not actively being worked properly stabilized?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are natural resource areas (e.g., streams, wetlands, mature trees, etc.) protected with barriers or similar BMPs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are storm drain inlets properly protected?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is the construction exit preventing sediment from being tracked into the street?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is trash/litter from work areas collected and placed in covered dumpsters?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are washout facilities (e.g., paint, stucco, concrete) available, clearly marked, and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are vehicle and equipment fueling, cleaning, and maintenance areas free of spills, leaks, or any other deleterious material?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are materials that are potential stormwater contaminants stored inside or under cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are non-stormwater discharges (e.g., wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Notes

- 1) Major Observations include the operation and maintenance of erosion and sedimentation controls, materials storage areas, and vehicle access points to the parcel. Major Observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and location(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken.
- 2) Work Performed will include a description of the corrective action taken, the date the corrective action was taken, and the name and qualifications of the person taking the corrective actions
- 3) The log must be made accessible to MDEP staff and a copy must be provided upon request.
- 4) The permittee shall retain a copy of the log for a period of at least three years from the completion of permanent stabilization.

	Required Standard	Corrective Action Needed and Notes, Repairs, Replacement or Maintenance
Fueling of Equipment	Located outside of buffer, Flagged, designated area? Secondary containment provided? Evidence of spilled or leaking chemicals to drainage inlets or receiving waters? Adequate supply of spill kits, drip pans, sorbent pads? Proper disposal of waste?	
Equipment Maintenance	Is equipment vehicle washing outside of buffer? Flagged designated area? Secondary containment provided? Evidence of prohibited discharges, soap, detergents, solvents?	
Staging and Storage Areas	Located outside of buffer, Flagged, designated area? Secondary containment provided? Are construction materials protected with plastic sheeting or temporary roofs OR secondary containment? Is diesel fuel, hydraulic fluids, petroleum products, chemicals in covered, water-tight containers or secondary containment? Are all containers susceptible to spills or leaks labeled? Are MSDS sheets available on site?	
Pesticide, herbicide, insecticide, fertilizer storage, handling & use.	Is exposure of pesticide, herbicide, insecticide, fertilizer storage areas prevented? Are application and disposal on labels being followed?	
Washing of applicators and containers used for paint, concrete or others.	Located outside of buffer, Flagged, designated area? Is washwater directed to leakproof container or pit? Are containers or pits designed so no overflow occurs during rain or snow melt? Evidence of dumping liquid waste in storm drains or on the ground? Is removal and disposal of hardened concrete waste consistent with handling of other waste?	
Storage, handling and disposal of construction waste.	Is an area dedicated for management or disposal of land clearing and demolition debris,, construction and domestic waste, hazardous or toxic and sanitary waste? Located outside of buffer? Waste containers provided? Lids or covers on containers? Waste that can't be disposed of, is it under covers or indoors? Is container overflow cleaned up? Are portable toilets stabilized and secure from tipping over?	
Hazardous or Toxic Waste	Is waste stored in sealed containers, labeled? Is waste stored away from buffer? Is waste stored separately from construction and domestic waste? In Secondary containment provided? Is waste cleaned up or stored in containers on a daily basis?	

☐ No incidents of non-compliance were found and I certify that this inspection found this site to be fully in compliance with both the SWPPP and the CGP.

☐ There were incident(s) of non-compliance. Please describe below.

CERTIFICATION STATEMENT

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Print name and title: _____

Company: _____

Signature: _____ **Date:** _____

APPENDIX F

FEMA MAP

National Flood Hazard Layer FIRMette

70°17'41"W 44°8'16"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A, V, AE, AH, VE, AR
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X

Future Conditions 1% Annual Chance Flood Hazard Zone X

Area with Reduced Flood Risk due to Levee. See Notes. Zone X

Area with Flood Risk due to Levee Zone D

OTHER AREAS

NO SCREEN

Area of Minimal Flood Hazard Zone X

Effective LOMRs

Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

OTHER FEATURES

Cross Sections with 1% Annual Chance Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

MAP PANELS

Digital Data Available

No Digital Data Available

Unmapped

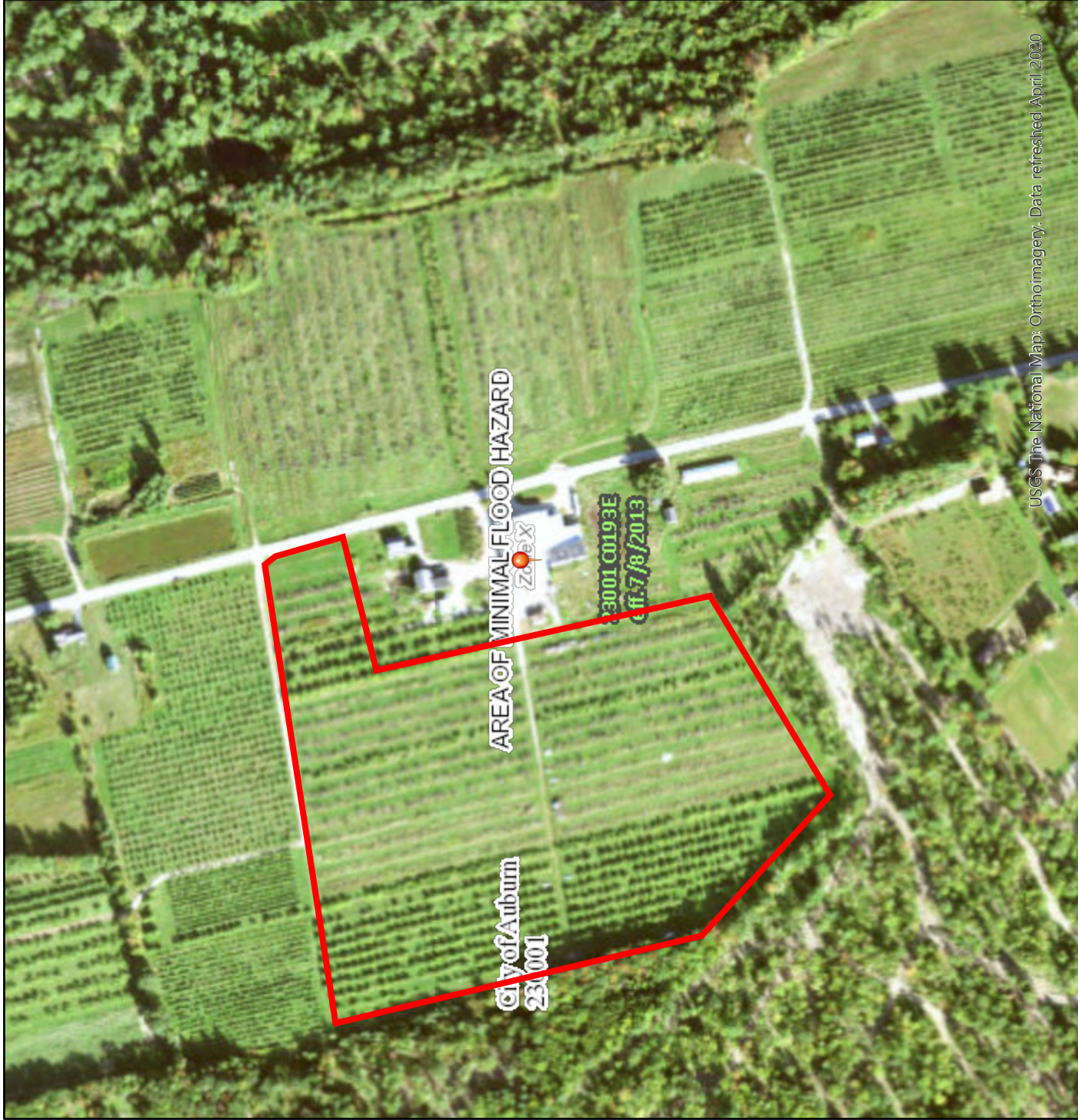


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/23/2020 at 4:42 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



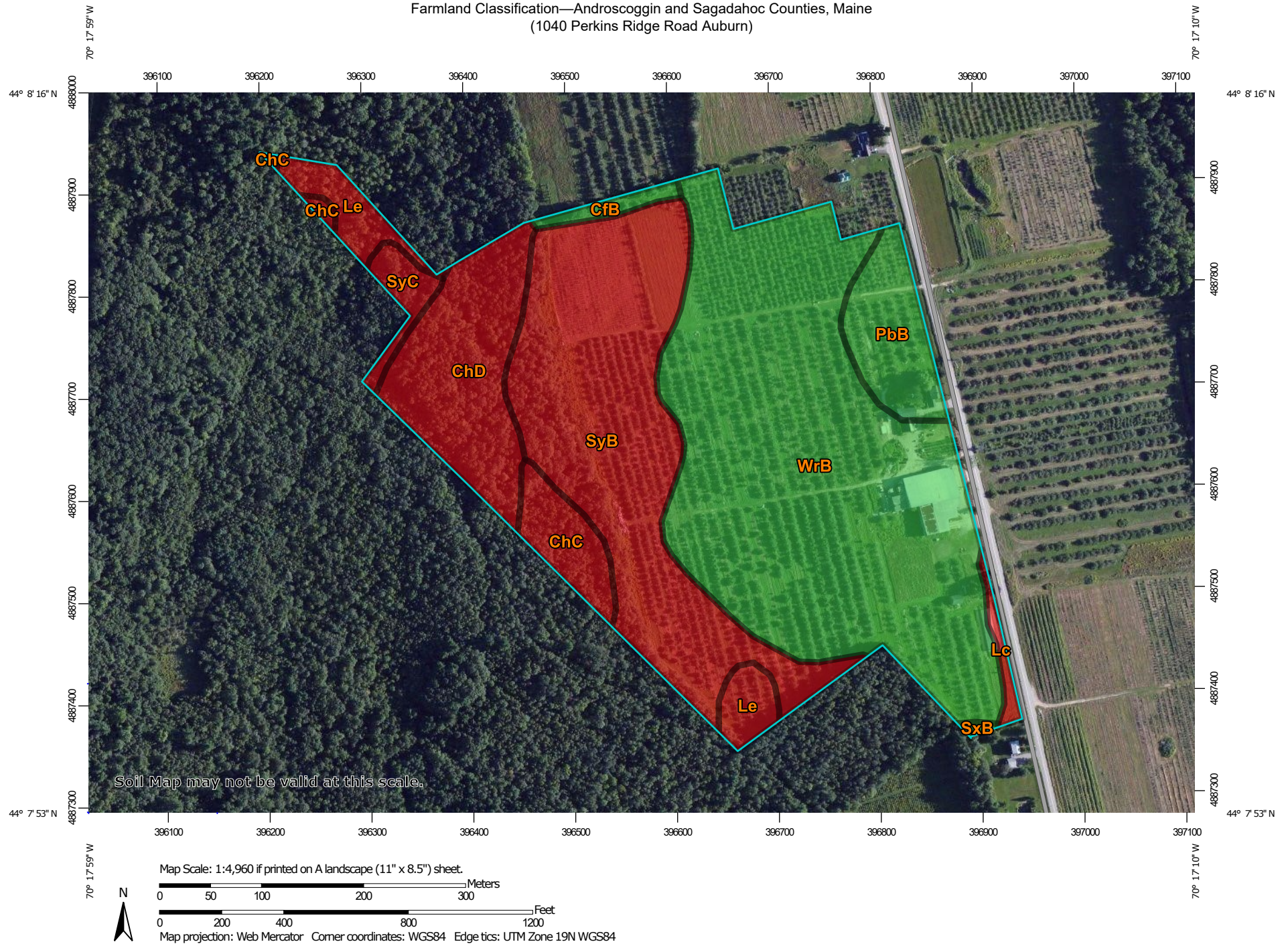
USGS The National Map: Orthoimagery. Data refreshed April 2020



70°17'41"W 44°8'16"N

APPENDIX G
NRCS SOILS MAP

Farmland Classification—Androscoggin and Sagadahoc Counties, Maine
(1040 Perkins Ridge Road Auburn)



Natural Resources
Conservation Service


Web Soil Survey
National Cooperative Soil Survey

9/30/2020
Page 1 of 5

Farmland Classification—Androscoggin and Sagadahoc Counties, Maine
(1040 Perkins Ridge Road Auburn)









MAP LEGEND








Area of Interest (AOI)






 Area of Interest (AOI)








Soils



Soil Rating Polygons

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season









-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of statewide importance, if drained
-  Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated

-  Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated and drained
-  Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
-  Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
































-  Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough
-  Farmland of statewide importance, if thawed
-  Farmland of local importance
-  Farmland of local importance, if irrigated

-  Farmland of unique importance
-  Not rated or not available

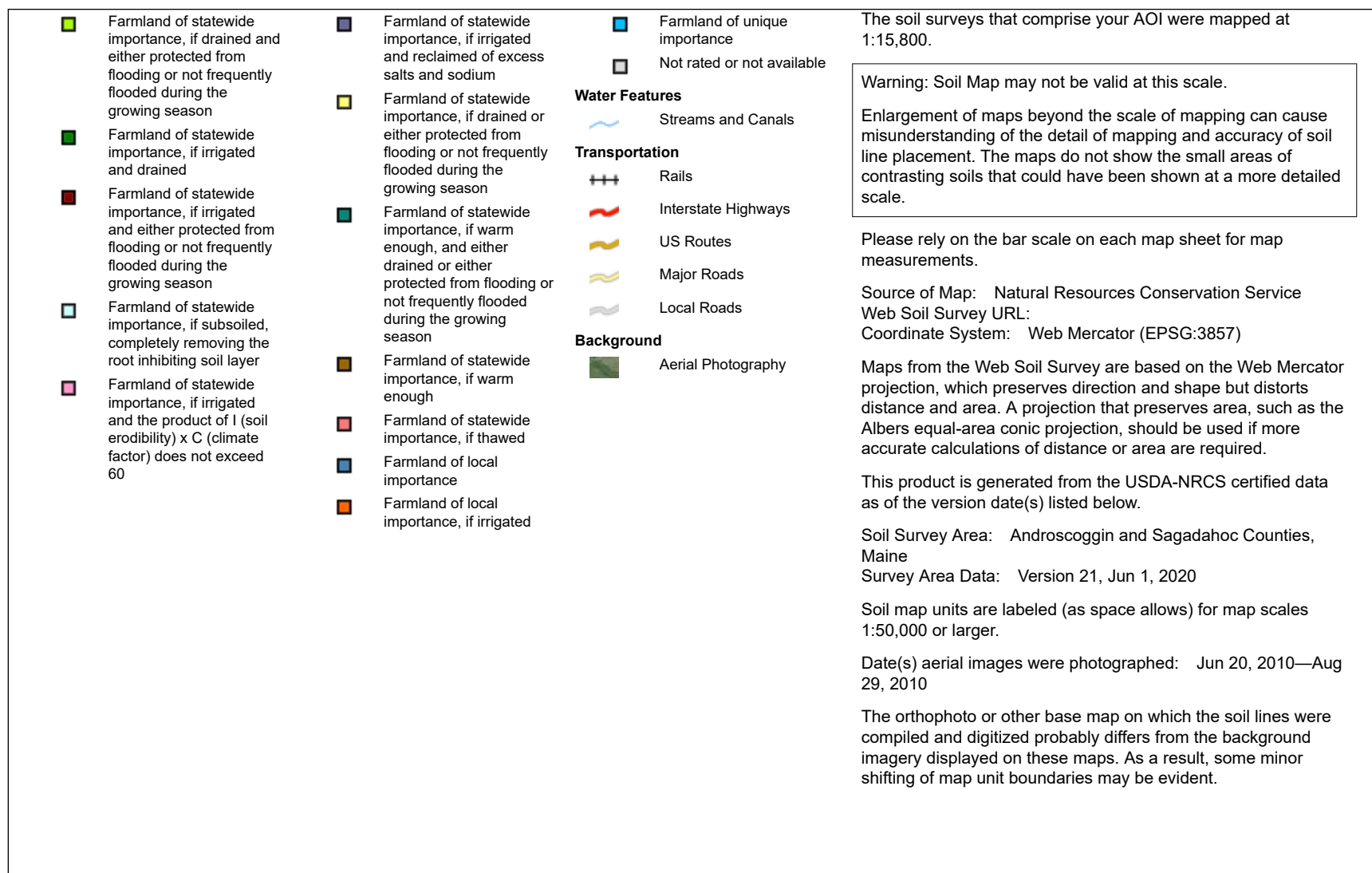
Soil Rating Lines

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

Farmland Classification—Androscoggin and Sagadahoc Counties, Maine
(1040 Perkins Ridge Road Auburn)

	Prime farmland if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance		Prime farmland if subsoiled, completely removing the root inhibiting soil layer
	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season	Soil Rating Points			Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if irrigated and reclaimed of excess salts and sodium		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Not prime farmland		Prime farmland if irrigated and reclaimed of excess salts and sodium
	Farmland of statewide importance						Prime farmland if drained		Farmland of statewide importance
	Farmland of statewide importance, if drained		Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer				Prime farmland if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if drained
	Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if warm enough		Prime farmland if irrigated		Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
	Farmland of statewide importance, if irrigated				Farmland of statewide importance, if thawed		Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated
					Farmland of local importance		Prime farmland if irrigated and drained		
					Farmland of local importance, if irrigated		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season		

Farmland Classification—Androscoggin and Sagadahoc Counties, Maine
(1040 Perkins Ridge Road Auburn)



Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
CfB	Charlton fine sandy loam, 0 to 8 percent slopes	All areas are prime farmland	0.6	1.0%
ChC	Charlton very stony fine sandy loam, 8 to 15 percent slopes	Not prime farmland	2.0	3.5%
ChD	Charlton very stony fine sandy loam, 15 to 25 percent slopes	Not prime farmland	6.1	10.7%
Lc	Leicester fine sandy loam	Not prime farmland	0.4	0.7%
Le	Leicester very stony fine sandy loam	Not prime farmland	2.3	4.0%
PbB	Paxton loam, 2 to 8 percent slopes	All areas are prime farmland	3.0	5.2%
SxB	Sutton loam, 0 to 8 percent slopes	All areas are prime farmland	0.1	0.2%
SyB	Sutton very stony loam, 0 to 8 percent slopes	Not prime farmland	15.4	27.0%
SyC	Sutton very stony loam, 8 to 15 percent slopes	Not prime farmland	0.9	1.6%
WrB	Woodbridge loam, 0 to 8 percent slopes	All areas are prime farmland	26.3	46.1%
Totals for Area of Interest			57.1	100.0%

Description

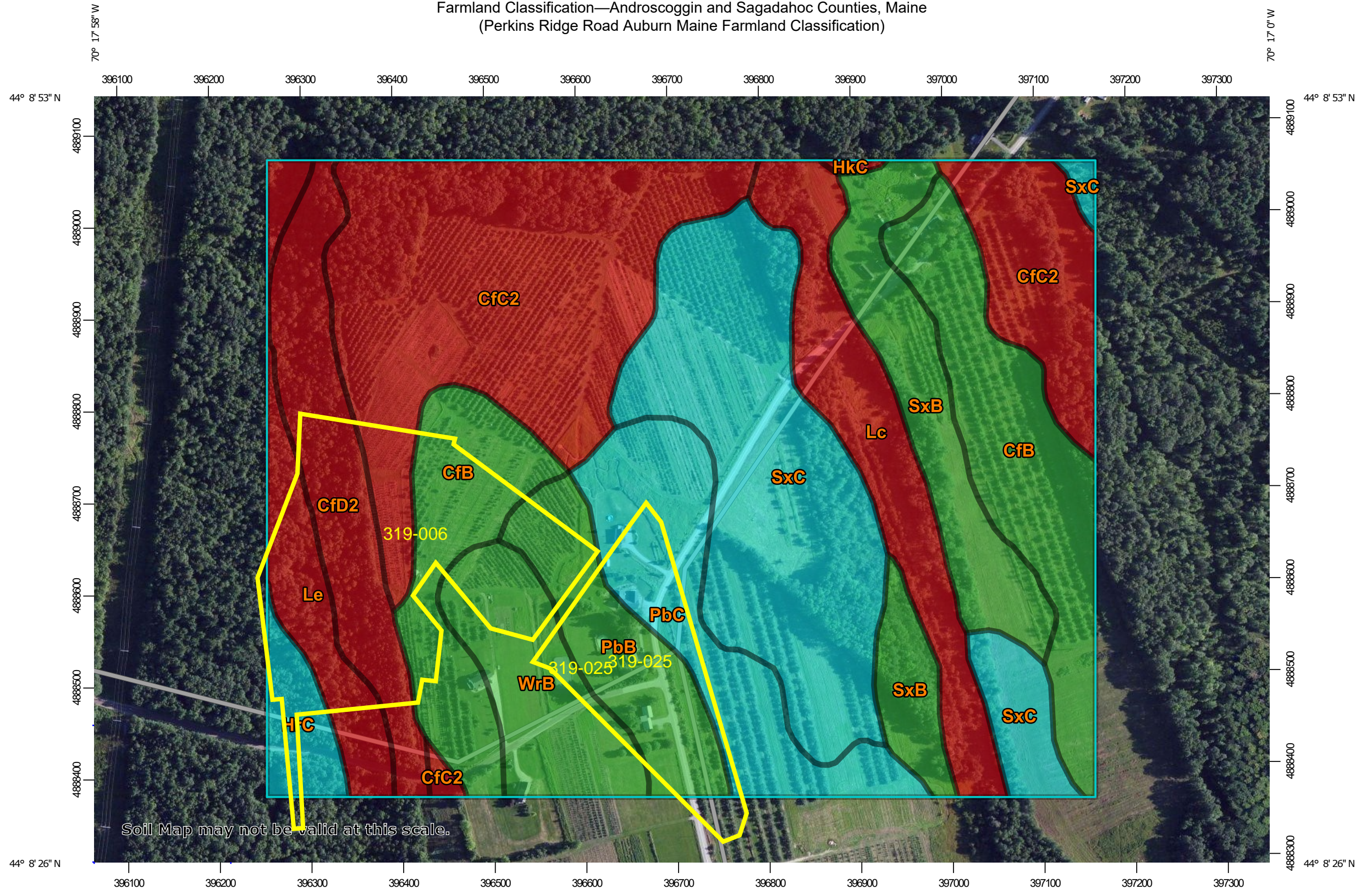
Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

Farmland Classification—Androscoggin and Sagadahoc Counties, Maine
(Perkins Ridge Road Auburn Maine Farmland Classification)



Map Scale: 1:5,860 if printed on A landscape (11" x 8.5") sheet.

0 50 100 200 300 Meters

0 250 500 1000 1500 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

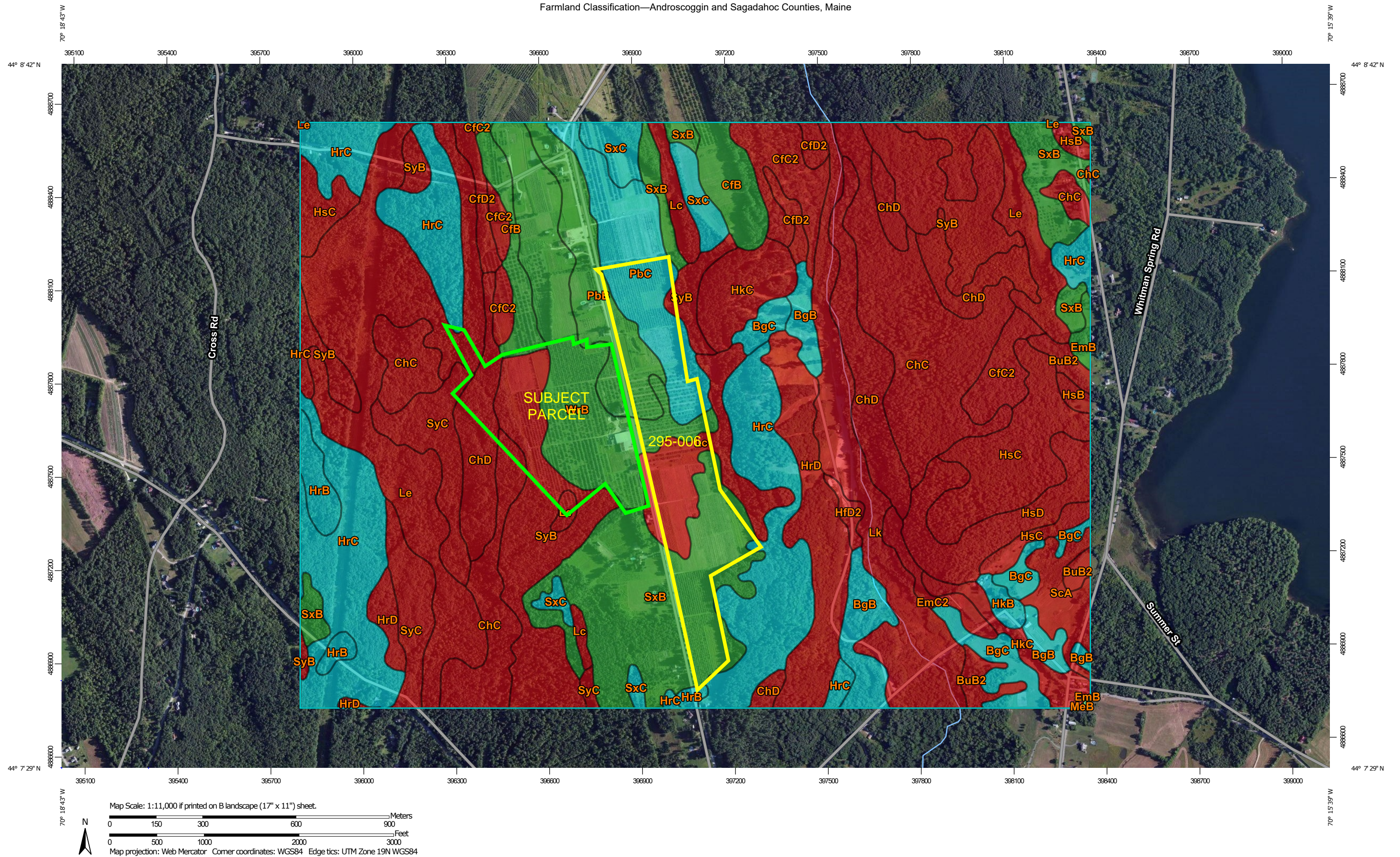


Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

10/28/2020
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Farmland Classification—Androscoggin and Sagadahoc Counties, Maine



Farmland Classification—Androscoggin and Sagadahoc Counties, Maine
(Perkins Ridge Road Auburn Maine Farmland Classification)









MAP LEGEND








Area of Interest (AOI)






 Area of Interest (AOI)








Soils



Soil Rating Polygons

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season









-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of statewide importance, if drained
-  Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated

-  Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated and drained
-  Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
-  Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

-  Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough
-  Farmland of statewide importance, if thawed
-  Farmland of local importance
-  Farmland of local importance, if irrigated

-  Farmland of unique importance
-  Not rated or not available

Soil Rating Lines

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

APPENDIX H

SIGNIFICANT SAND & GRAVEL AQUIFERS

APPENDIX I
STORMWATER CALCULATIONS

STORMWATER MANAGEMENT

A. Narrative

The intent of this Stormwater management section is to comply with the requirements of the Town of Auburn. The development is a ground mount solar project on approximately 18.9-acres of land. The solar racking is founded in the ground with 6-foot long auger screws and the land underneath will all remain vegetated. The access route will be via an existing gravel drive off Perkins Ridge Road with some additional gravel road to be built within the fenced area and will be used for construction and post-construction operations and maintenance. Impervious areas associated with the solar project includes electrical equipment concrete pads.

B. Stormwater Calculations

In accordance with the City of Auburn requirements for stormwater analysis (Sec 46-210(3)) we have used the 24-hour, 25-year storm event. This event rainfall is based on the Appendix H 24-hour duration rainfalls for various return periods (Androscoggin County) of Chapter 500 Stormwater Management Rules, the amount of runoff generated during the twenty-four-hour, twenty-five-year storm event is 5.4 inches per hour. We have analyzed the site as one large (56.21-acre hydrological study area) and the change in runoff curve number from the pre-development condition to the post-development condition. The change is based on the replacement of cover type of trees (orchard - pre-development) to a cover type of meadow (solar fenced area). This is the recommended method for estimating runoff from smaller sized drainage areas, such as this one.

The general surface flow pattern is to the southeasterly portions of the site. Therefore, we used a single point of analysis for the comparison of pre- vs. post-development calculations. Refer to calculations at the end of this narrative.

Most of the soils in this area are categorized as:

- Charlton fine sandy loam, 0 to 8 percent slopes, HSG A
- Charlton very stony fine sandy loam, 8 to 15 percent slopes, HSG A
- Charlton very stony fine sandy loam, 15 to 25 percent slopes, HSG A
- Leicester fine sandy loam, HSG C/D
- Leicester very stony fine sandy loam, HSG C/D
- Paxton loam, 2 to 8 percent slopes, HSG C
- Sutton loam, 0 to 8 percent slopes. HSG C
- Sutton very stony loam, 0 to 8 percent slopes, HSG C
- Sutton very stony loam, 8 to 15 percent slopes, HSG C
- Woodbridge loam, 0 to 8 percent slopes, HSG C

Hydrologic soil group types shown above are taken from Table 5-1 of the Maine Stormwater Management Design Manual, Technical Design Manual Volume III, dated May 2016.

The Runoff Coefficients for the project land cover types and soil types used in the calculations were taken from Technical Release (TR-55) entitled “*Urban Hydrology for Small Watersheds*”, dated June 1986. Below is Table 1 which describes the cover types, respective curve numbers used, and the pre- and post-development areas utilized in the overall cumulative calculations in Tables 2 and 3.

Table 1 Cover Types/Areas

Cover Type	Runoff Coefficient (CN)			Exist. Conditions Area (A) (acres)			Prop. Conditions Area (A) (acres)		
	HSG A	HSG C	HSG D	HSG A	HSG C	HSG D	HSG A	HSG C	HSG D
gravel	76	89	91	0	1.25	0	0	1.797	0
Woods (good)	30	72	79	6.569	5.606	0.172	6.569	5.606	0.172
impervious	98	98	98	0	0	0	0	0.034	0
Unconnected Roofs	98	98	98	0	0.864	0	0	0.864	0
Farmsteads	59	82	86	0	40.607	0.728	0	22.116	0.428
Meadow (solar)	30	71	78	0	0.413	0	0	18.323	0.301
gravel	76	89	91	0	1.25	0	0	1.797	0
				75.29			71.82		

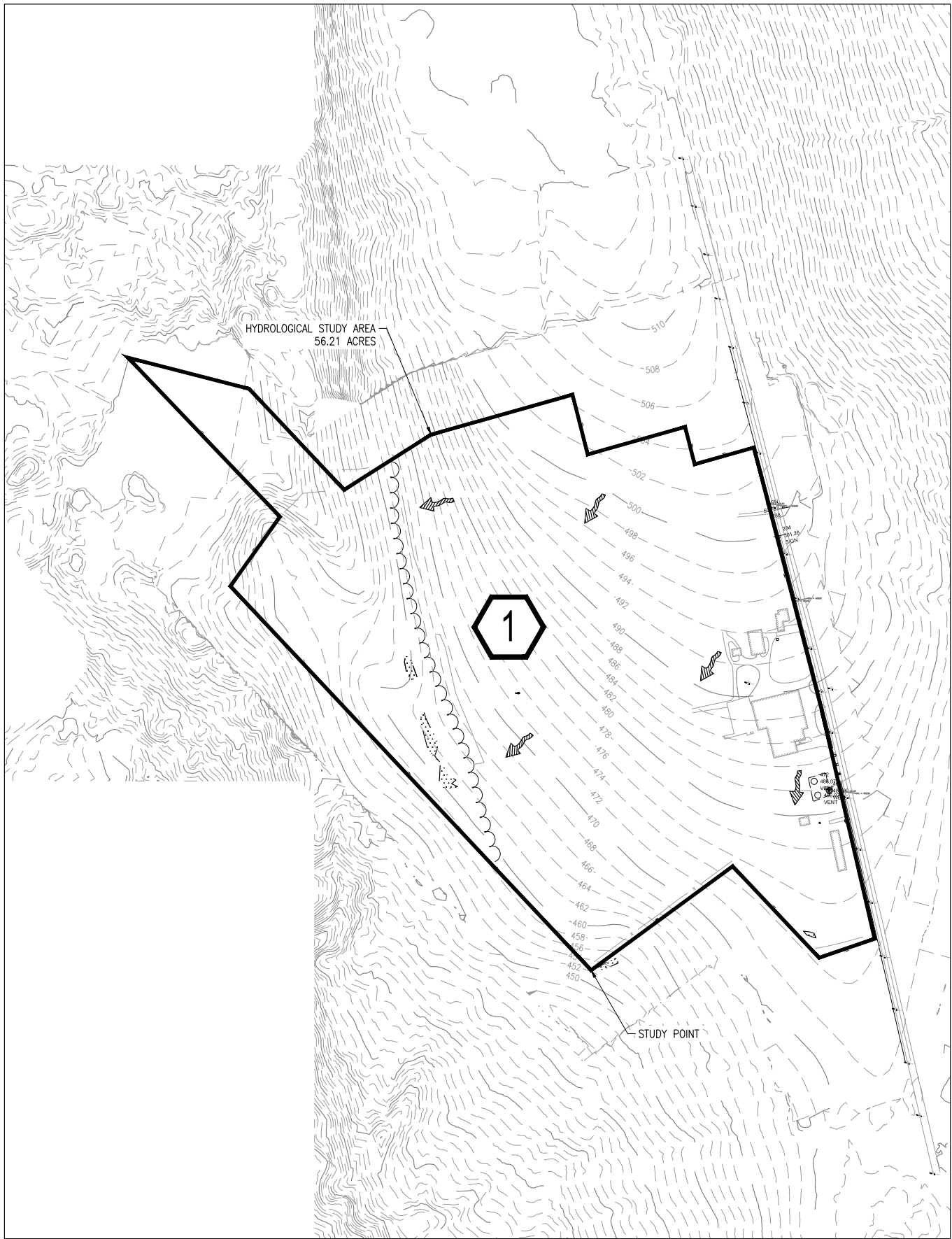
Table 2 Pre-Development Cumulative Runoff Curve Number

Cover Type	Pre-Development								
	Coefficient			Areas			C*A		
	A soils	C soils	D soils	A area	C area	D area	A	C	D
gravel	76	89	91	0	1.25	0	0	111.25	0.00
Woods (good)	30	72	79	6.569	5.606	0.172	197.07	403.63	13.59
impervious	98	98	98	0	0	0	0	0.00	0.00
Unconnected Roofs	98	98	98	0	0.864	0	0	84.67	0.00
Farmsteads	59	82	86	0	40.607	0.728	0	3329.77	62.61
Meadow (solar)	30	71	78	0	0.413	0	0	29.32	0.00
						56.21		4231.917	75.29

Table 3 Post-Development Cumulative Runoff Curve Number

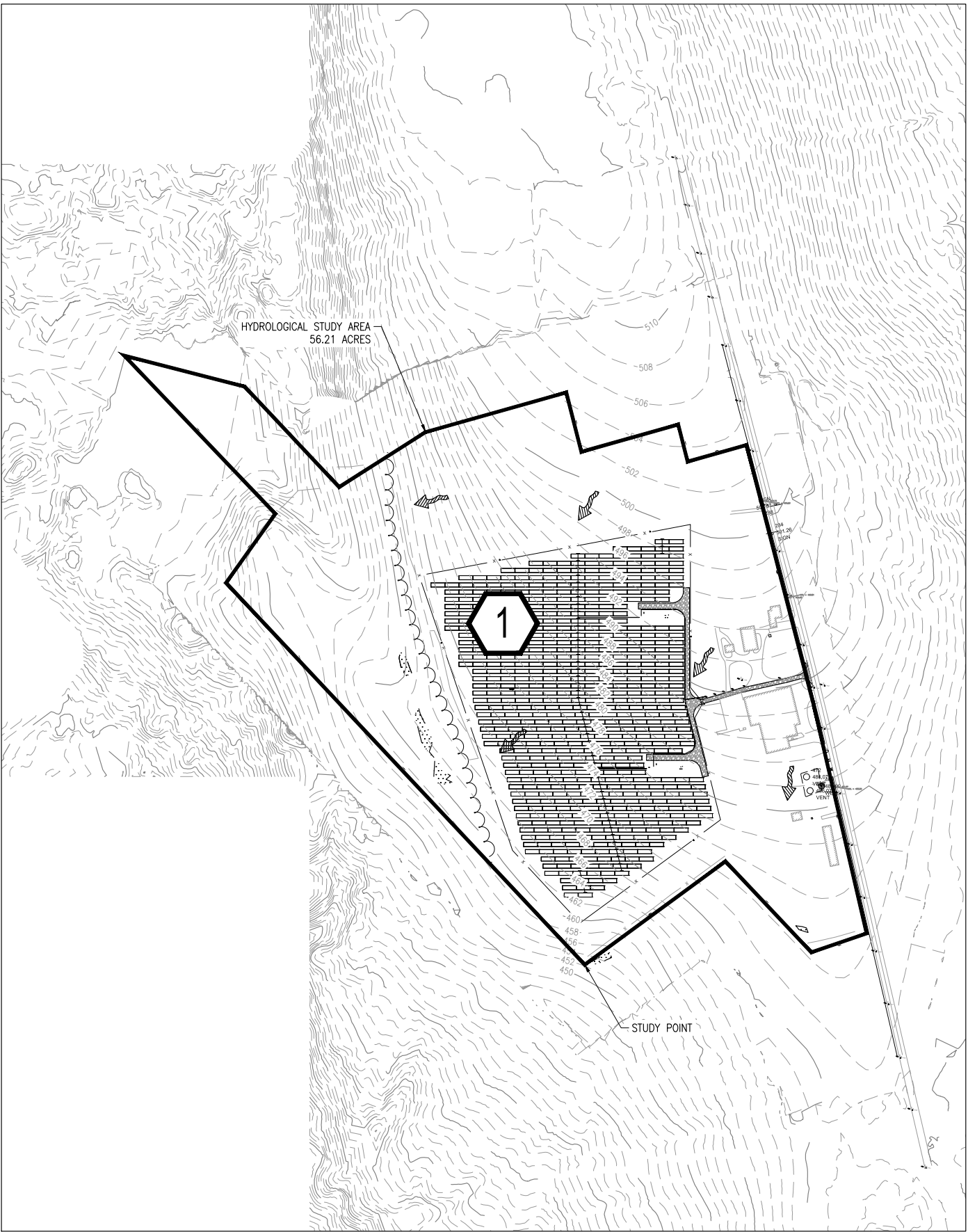
Cover Type	Pre-Development								
	Coefficient			Areas			C*A		
	A soils	C soils	D soils	A area	C area	D area	A	C	D
gravel	76	89	91	0	1.797	0	0	159.93	0.00
Woods (good)	30	72	79	6.569	5.606	0.172	197.07	403.63	13.59
impervious	98	98	98	0	0.034	0	0	3.33	0.00
Unconnected Roofs	98	98	98	0	0.864	0	0	84.67	0.00
Farmsteads	59	82	86	0	22.116	0.428	0	1813.51	36.81
Meadow (solar)	30	71	78	0	18.323	0.301	0	1300.93	23.48
						56.21		4036.958	71.82

Based on these calculations, it is expected that the stormwater runoff from the site will be similar to or less than the current conditions. This is due to the increased area of meadow cover type (with slightly lower CN than woods) and the decreased area of woods.



PRE-DEVELOPMENT WATERSHED PLAN

SCALE: 1" = 200'



POST-DEVELOPMENT WATERSHED PLAN

SCALE: 1" = 200'

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PLAN SET
SOLAR PROJECT
1040 PERKINS RIDGE ROAD, AUBURN, ME 04210

PROJECT NUMBER:
905-2889

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

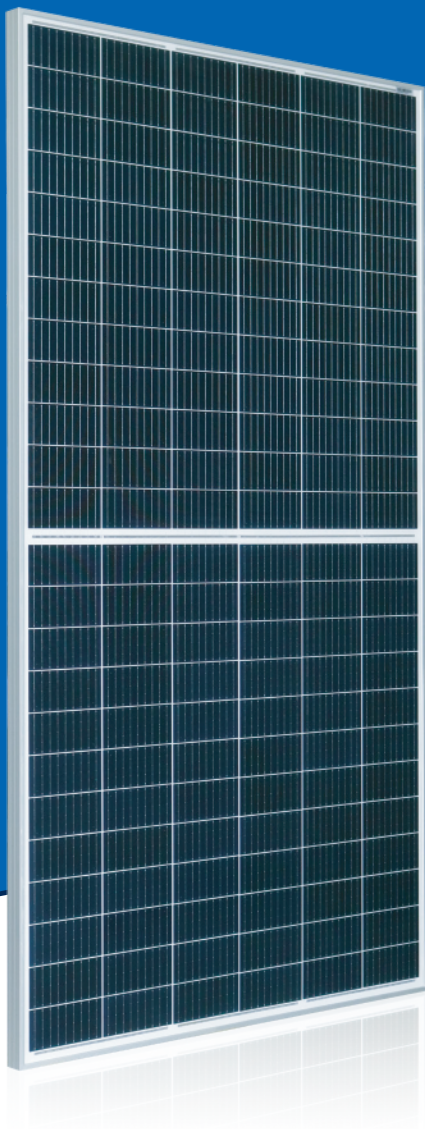
SW-1
STORMWATER WATERSHED
PLAN

APPENDIX J

MAJOR COMPONENT DATA SHEETS

AstroTwins™

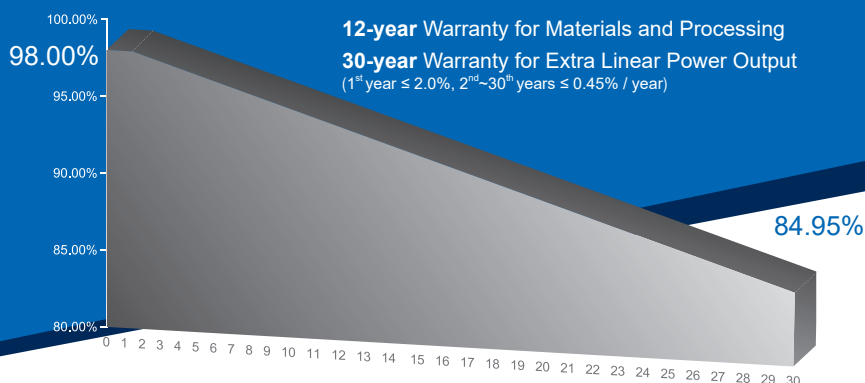
Enjoy the Energy of the Universe



530W~545W

P-type Monocrystalline PV Module
CHSM72M(DG)/F-BH Series (182)

CHSM72M(DG)/F-BH is bifacial module with white glazed glass



KEY FEATURES



OUTPUT POSITIVE TOLERANCE

Guaranteed 0~+5W positive tolerance ensures power output reliability.



EXCELLENT WEATHER RESISTANCE

Reduces the cell micro-crack and extended product warranty.



BIFACIAL POWER

The backside makes use of the reflected and scattered light from the surroundings, the modules can yield up to 5%~30% power more, depending on the albedo.



REDUCE INTERNAL MISMATCH LOSS

Reduces mismatch loss and improves output.



APPLICABLE FOR MULTI DIFFERENT ENVIRONMENTS

The wide range of applications, such as BIPV, vertical installation, snow area, high humidity area and strong sandstorm area, etc.



SNAIL TRAIL RESISTANCE

Reduces the probability of snail trails with zero water vapor transmittance.

COMPREHENSIVE CERTIFICATES



First solar company which passed the TUV Nord IEC/TS 62941 certification audit.

Preliminary
For Global Market



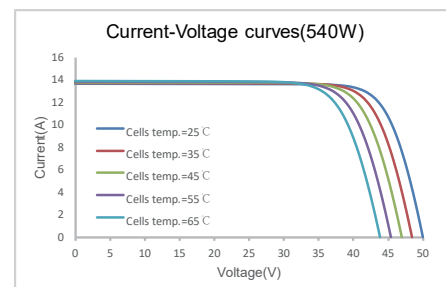
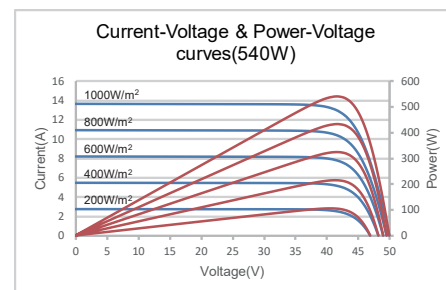
ASTRONERGY
A CHNT COMPANY

ELECTRICAL SPECIFICATIONS

Power rating (front)	530 Wp		535 Wp		540 Wp		545 Wp	
Testing Condition	Front	Back	Front	Back	Front	Back	Front	Back
STC rated output (P_{mpp}/Wp)*	530	371	535	375	540	378	545	382
Rated voltage (V_{mpp}/V) at STC	41.41	42.04	41.63	42.26	41.86	42.49	42.08	42.71
Rated current (I_{mpp}/A) at STC	12.80	8.83	12.85	8.86	12.90	8.90	12.95	8.93
Open circuit voltage (V_{oc}/V) at STC	49.51	48.73	49.73	48.95	49.96	49.18	50.18	49.40
Short circuit current (I_{sc}/A) at STC	13.55	9.47	13.60	9.50	13.65	9.54	13.70	9.57
Module efficiency	20.5%	14.4%	20.7%	14.5%	20.9%	14.6%	21.1%	14.8%
Temperature coefficient (P_{mpp})	- 0.360%/°C							
Temperature coefficient (I_{sc})	+0.045%/°C							
Temperature coefficient (V_{oc})	- 0.275%/°C							
Nominal module operating temperature (NMOT)	45±2°C							
Maximum system voltage (IEC/UL)	1500V _{DC}							
Number of diodes	3							
Junction box IP rating	IP 68							
Maximum series fuse rating	25 A							

STC: Irradiance 1000W/m², Cell Temperature 25°C, AM=1.5

CURVE



ELECTRICAL SPECIFICATIONS (Integrated power)

P_{mpp} gain	P_{mpp}	V_{mpp}	I_{mpp}	V_{oc}	I_{sc}
5%	567 Wp	41.86 V	13.55 A	49.96 V	14.30 A
10%	594 Wp	41.86 V	14.19 A	49.96 V	14.94 A
15%	621 Wp	41.87 V	14.83 A	49.97 V	15.58 A
20%	648 Wp	41.87 V	15.48 A	49.97 V	16.23 A
25%	675 Wp	41.88 V	16.12 A	49.98 V	16.87 A

Electrical characteristics with different rear power gain (reference to 540W)

MECHANICAL SPECIFICATIONS

Outer dimensions (L x W x H)	2266 x 1140 x 30 mm
Frame technology	Aluminum, silver anodized
Glass thickness	2.0 mm
Cable length (IEC/UL)	Portrait: 350 mm Landscape: 1300 mm
Cable diameter (IEC/UL)	4 mm ² / 12 AWG
① Maximum mechanical test load	5400 Pa (front) / 2400 Pa (back)
Connector type (IEC/UL)	MC4 compatible

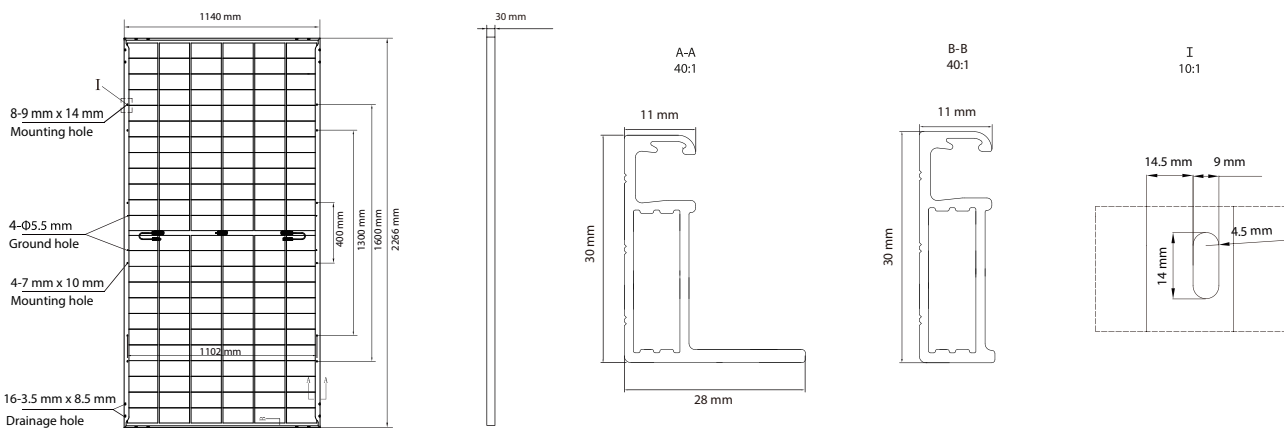
① Refer to Astronergy crystalline installation manual or contact technical department.
Maximum Mechanical Test Load=1.5×Maximum Mechanical Design Load.

PACKING SPECIFICATIONS

① Weight (module only)	32.9 kg
② Packing unit	36 pcs / box
Weight of packing unit (for 40'HQ container)	1232 kg
Number of modules per 40'HQ container	720 pcs

① Tolerance +/- 1.0kg
② Subject to sales contract

MODULE DIMENSION DETAILS



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<http://energy.chint.com>

Astronergy 06-2020

Parameter	FS0500DC-1500 Bi-directional DC/DC Converter	Comments
DC Input Power Module		
Rated Power	500 KW	Per Converter
PV Voltage Range	800 Vdc to 1,310 Vdc (user Configurable)	Consult factory for different ranges
Battery Voltage Range	700 Vdc to 1,310 Vdc	
Maximum DC Input Voltage	1,500 Vdc	
DC Voltage Ripple	< 3%	
Maximum DC Output Current	600 Amps	
Battery Technology	compatible with all Battery Technologies and customer provided BMS system	
System Specifications		
Number of separate DC Inputs	1 DC input per Converter Module with up to 3 DC terminations pos/neg.	Consult factory for DC input options
Terminal Ratings	Up to 90 °C	
Max Cable size	Up to 750 kcmil	
Cooling	Forced Air	
Frame size	FSDK Cabinet	
Dimensions (LxWxH)	1000 x 1200 x 1800 mm	
Max. Converter Efficiency (%)	98.5% at rated power	Preliminary
Standby Power Consumption	50 W	
Enclosure Rating	NEMA 3R /IP 54	NEMA 4 - Electronics cabinet
Color	RAL 7035	Consult factory for custom colors
Operating Temperature range	-20 °C to 50 °C	-35 °C option with cold weather kit
Storage Temperature	-30 °C to 55 °C	
Relative Humidity	4% to 95% noncondensing	
Max. Altitude	>4,000 M	Power derated 10% /200M above 2,000M
Audible Noise level	< 79 dBA	
Interfaces	Graphical Display (Freesun Caibinet), Emergency Pushbutton and indicator lights USB, RJ45 and RJ485 Interface	
Communications Protocol	MODbus TCP/IP, MODbus RTU,	
Plant Manager	Compatible with third party energy management systems	



Making a brighter future possible

As a result of the increasing number of states that are adopting aggressive renewable and alternative energy portfolios, the solar energy market is growing—nearly doubling year over year. Eaton, a key innovator and supplier in this expanding market, is proud to offer Cooper Power™ series Envirotran™ transformers specifically designed for solar photovoltaic medium-voltage applications. Eaton is working with top solar photovoltaic developers, integrators and inverter manufacturers to evolve the industry and change the way we distribute power.

In accordance with this progressive stance, every Cooper Power series Envirotran solar transformer is filled with non-toxic, biodegradable Envirotemp™ FR3™ dielectric fluid made from renewable seed oils. On top of its biodegradability, Envirotemp FR3 fluid substantially extends the life of the transformer insulation, saving valuable resources. What better way to distribute green power than to use a green transformer? In fact, delaying conversion to Envirotran transformers places the burden of today's environmental issues onto tomorrow's generations.

Eaton can help you create a customized transformer based on site-specific characteristics including temperature profile, site altitude, solar profile and required system life.

Some of the benefits gained from this custom rating include:

- Reduction in core losses
- Improved payback on investment
- Reduction in footprint
- Improved fire safety
- Reduced environmental impact

Finally, when it comes time for decommissioning of your Envirotran solar transformer, virtually all materials, from the durable core and cabinet steel to the biodegradable Envirotemp FR3 fluid, can be easily and economically recycled or reclaimed.



Envirotran solar transformers, when evaluated on total ownership cost (TOC), can save you money on losses and maintenance. For example, the table below shows the savings you could experience by allowing Eaton to site-optimize the transformer design.

Rating	No load	Load	No load loss ❶	Load loss	Price	Total ownership cost
1000 kVA	1600 W	8280 W	\$15,720	\$3530 ❷	\$32,000	\$51,250
Optimized	1250 W	6690 W	\$12,280	\$5070 ❸	\$27,000	\$44,350
						14% savings

❶ Based on 20 years, 5% interest, 9c/kWh.

❷ 21% average loading.

❸ 28% average loading.

Note: Values above for illustrative purposes only. Actual values will depend on many factors not discussed here.



Powering Business Worldwide

Why Envirotran solar transformer?

Environmentally desirable

Envirotran solar transformers are friendlier to the environment. While traditional liquid-filled transformers use mineral oil or synthetic oils, Envirotran transformers use the revolutionary, vegetable oil-based, dielectric coolant—Envirotemp FR3 fluid. Envirotemp FR3 fluid is made from soybeans, making it both non-toxic and non-hazardous. Moreover, because Envirotemp FR3 dielectric fluid is petroleum independent, it doubles as a valuable renewable resource with a carbon-neutral footprint.

Quality matters

Choosing Eaton's Cooper Power series reliable and durable Envirotran solar transformer allows you substantial cost savings, delayed capital expenditures and maximized power handling performance. It all starts with the superior performance of Envirotemp FR3 fluid, preserving and protecting the paper insulation found in each coil. This extended insulation life coupled with the non-hazardous properties of Envirotemp FR3 fluid makes the Envirotran solar transformer design an industry leader in quality and reliability.

High fire point

Envirotemp FR3 fluid, which has a fire point above 300 °C, highly reduces the likelihood of a fire within the transformer. In more than 30 years of field experience, no Cooper Power series less-flammable fluid-filled transformer has resulted in a pool fire. Mineral oil, while exhibiting reliable dielectric properties, typically does not provide an adequate margin of fire safety during transformer failure. With a fire point at nearly double (300 °C compared to 155 °C) of mineral oil, switching to Eaton's Cooper Power series Envirotran solar transformer filled with Envirotemp FR3 fluid will greatly minimize the long-term risk associated with catastrophic transformer failures.



Product scope

Description	Specification
Type	Three-phase, 50 or 60 Hz, 65 °C rise (55 °C, 55 °C/65 °C), 75 °C, 65/75 °C
Fluid type	Envirotemp FR3 fluid
Size	45–12,000 kVA
Primary voltage	2400–46,000 V
Secondary voltage	208Y/120 V to 14,400 V
Coil configuration	2-winding or 4-winding or 3-winding (low-high-low), 3-winding (low-low-high)
Specialty designs	Inverter/rectifier bridge K-Factor (up to K-19) Vacuum fault interrupter (VFI) UL listed, labeled and classified Factory mutual (FM) approved Solar/wind designs Differential protection Seismic applications (including OSHPD)



For Eaton's Cooper Power series product information, visit
Eaton.com/cooperpowerseries

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Eaton's Power Systems Division
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SOLAR INVERTERS

UTILITY SCALE
OUTDOOR AND INDOOR





POWER ELECTRONICS®

HEMK

UTILITY SCALE CENTRAL STRING INVERTER

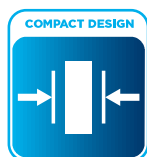
The HEMK is the second 1500V inverter generation, based on the more than proven HEC V1500. This modular solar inverter offers the advantages of both central and string inverters. Reaching a very high power density, and an output power of 3.8MW, it is available in 6 different AC voltages, providing the flexibility to choose the best solution for each PV plant.

The power stage architecture, composed of six field replaceable units (FRU), is designed to provide the highest availability and optimize yield production.

The innovative iCOOL3 cooling system allows the HEMK to be installed in the harshest environments, thanks to a degree of protection of up to IP65. This advanced air-cooling system, reduces the OPEX cost compared to other cooling solutions, that need the use of complex liquid-cooling systems.

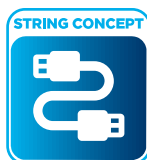
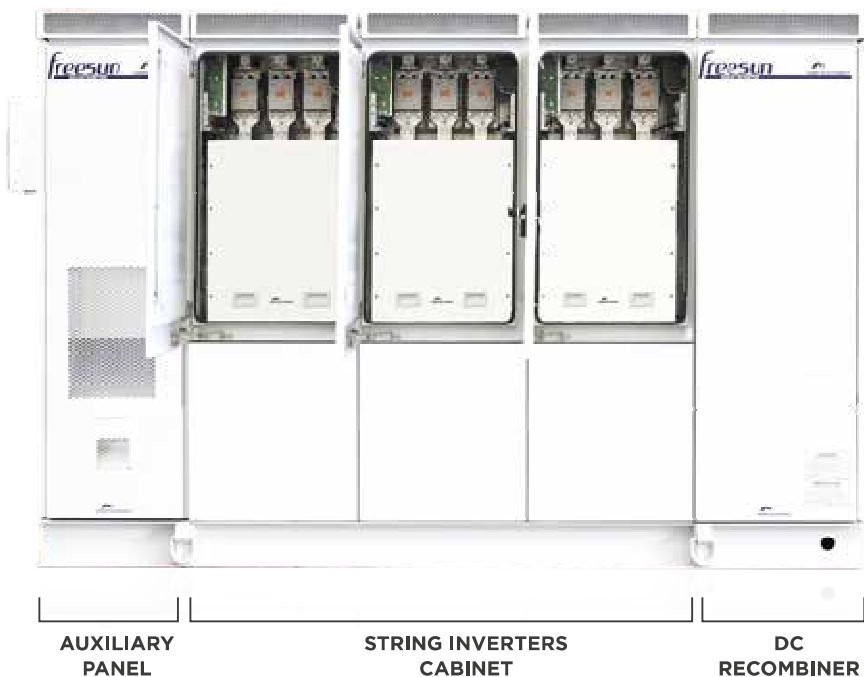
COMBINING THE BENEFITS OF
CENTRAL AND STRING INVERTERS





THE MOST COMPACT SOLAR INVERTER

With the HEMK, Power Electronics offers its most compact solution, achieving 3.8MW in just 12ft long, reducing installation costs and labor time.

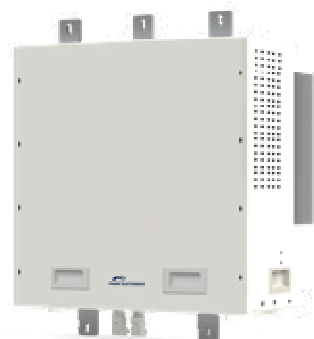


STRING CONCEPT POWER STAGES

The HEMK combines the advantages of a central inverter with the modularity of the string inverters. Its power stages are designed to be easily replaceable on the field without the need of advanced technical service personnel, providing a safe, reliable and fast Plug&Play assembly system.

Following the modular philosophy of the Freesun series, the HEMK is composed of 6 FRUs (field replaceable units), being able to work with up to 6 different MPPTs, providing a perfect solution for irregular locations, where each area of the PV plant has a different production curve.

HEMK is also available with a single MPPT, where all the power stages are physically joined in the DC side and therefore, in the event of a fault, the faulty module is taken off-line and its output power is distributed evenly among the remaining functioning FRUs.





INNOVATIVE COOLING SYSTEM

Based on more than 3 years of experience with our MV Variable Speed Drive, the iCOOL3 is the first air-cooling system allowing IP65 degree of protection in an outdoor solar inverter.

iCOOL3 delivers a constant stream of clean air to the FRUs and the MV transformer, being the most effective way of reaching up to IP65 degree of protection, without having to maintain cumbersome dust filters or having to use liquid-cooling systems, avoiding the commonly known inconveniences of it (complex maintenance, risk of leaks, higher number of components...), therefore resulting in an OPEX cost reduction.



ROBUST DESIGN

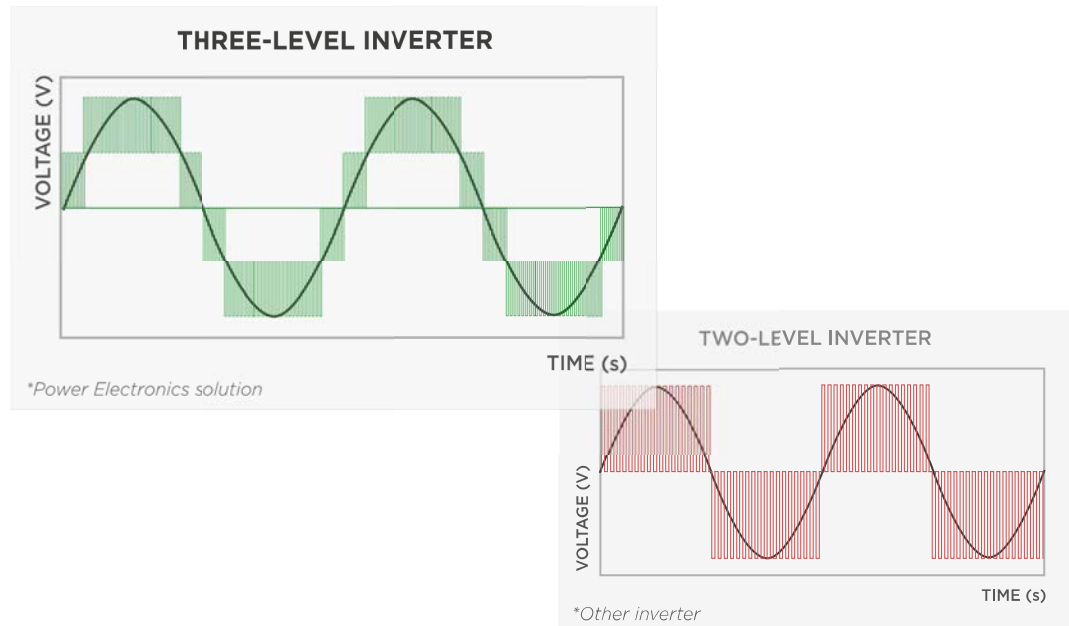
HEMK inverter modules have a design life of greater than 30 years of operation in harsh environments and extreme weather conditions. HEMK units are tested and ready to withstand conditions from the frozen Siberian tundra to the Californian Death Valley, featuring:

- Totally sealed electronics cabinet protects electronics against dust and moisture.
- Conformal coating on electronic boards shields PCBs from harsh atmospheres.
- Temperature and humidity controlled active heating prevents internal water condensation.
- C4 degree of protection according to ISO 12944. Up to C5-M optional.
- 50mm mineral panel isolates the cabinet from solar heat gains.
- Roof cover designed to dissipate solar radiation, reduce heat build-up and avoid water leakages. The solid HEMK structure avoids the need of additional external structures.
- Random units selected to pass a Factory Water Tightness Test ensuring product quality.
- IP65 available.



MULTILEVEL TOPOLOGY

The multilevel IGBT topology is the most efficient approach to manage high DC link voltages and makes the difference in the 1,500 Vdc design. Power Electronics has many years of power design in both inverters and MV drives and the HEMK design is the result of our experience with 3 level topologies. The 3 level IGBT topology reduces stage losses, increases inverter efficiency and minimizes total harmonic distortion.



EASY TO SERVICE

By providing full front access the HEMK series simplifies the maintenance tasks, reducing the MTTR (and achieving a lower OPEX). The total access allows a fast swap of the FRUs without the need of qualified technical personnel.





EASY TO MONITOR

The Freesun app is an easy way to monitor the status of Power Electronics inverters. All inverters come with built-in wifi, allowing remote connectivity to any smart device for detailed updates and information without the need to open cabinet doors. The app user friendly interface allows quick and easy access to critical information (energy registers, production and events).



ACTIVE HEATING

At night, when the unit is not actively exporting power, the inverter can import a small amount of power to keep the inverter internal ambient temperature above -20°C, without using external resistors. This autonomous heating system is the most efficient and homogeneous way to prevent condensation, increasing the inverters availability and reducing the maintenance. (patented)



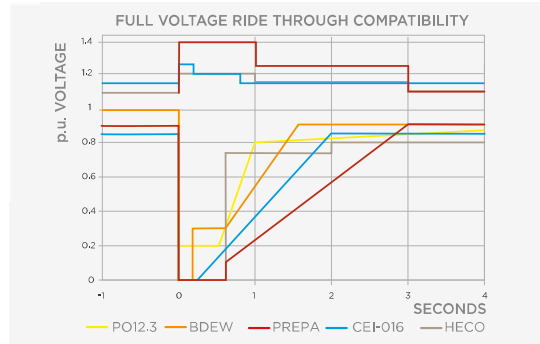
VAR AT NIGHT

At night, the HEMK inverter can shift to reactive power compensation mode. The inverter can respond to an external dynamic signal, a Power Plant Controller command or pre-set reactive power level (kVar).

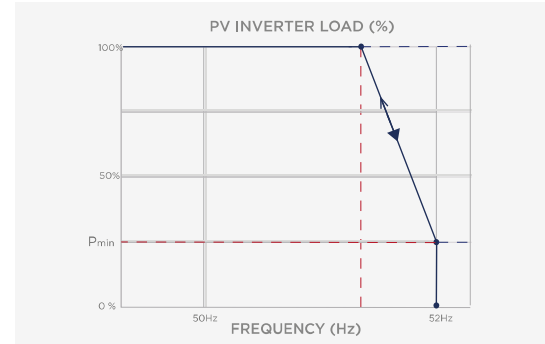


DYNAMIC GRID SUPPORT

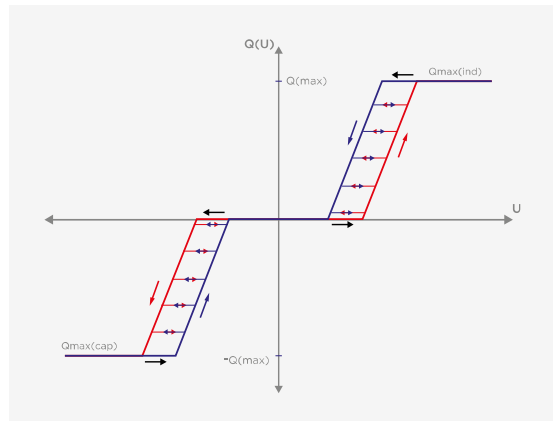
HEMK firmware includes the latest utility interactive features (LVRT, OVRT, FRS, FRT, Anti-islanding, active and reactive power curtailment...), and can be configured to meet specific utility requirements.



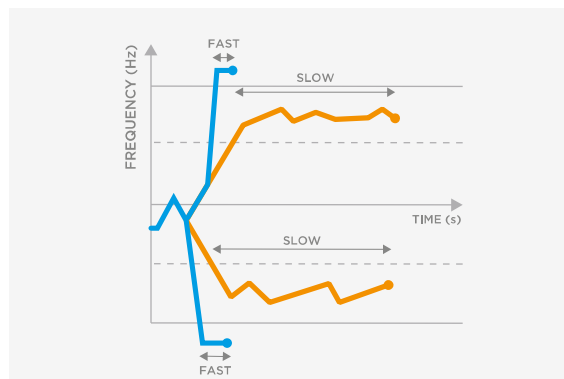
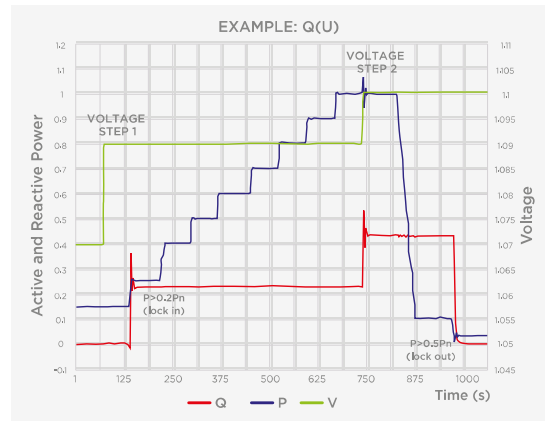
▲ **LVRT or ZVRT (Low Voltage Ride Through).** Inverters can withstand any voltage dip or profile required by the local utility. The inverter can immediately feed the fault with full reactive power, as long as the protection limits are not exceeded.



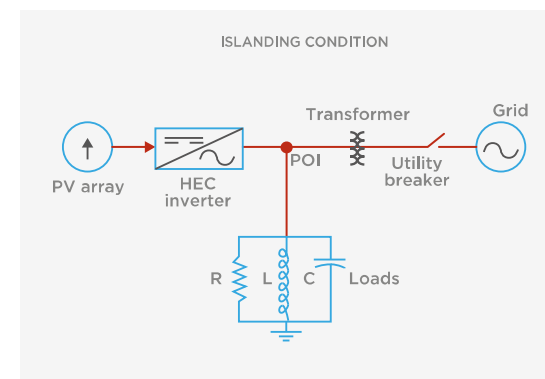
▲ **FRS (Frequency Regulation System).** Frequency droop algorithm curtails the active power along a preset characteristic curve supporting grid stabilization.



▲ **Q(V) curve:** It is a dynamic voltage control function which provides reactive power in order to maintain the voltage as close as possible to its nominal value.



▲ **FRT (Frequency Ride Through):** Freesun solar inverters have flexible frequency protection settings and can be easily adjusted to comply with future requirements.



▲ **Anti-islanding:** This protection combines passive and active methods that eliminates nuisance tripping and reduces grid distortion according to IEC 62116 and IEEE1547.

HEMK^{690VAC}

TECHNICAL CHARACTERISTICS

		690V	
		FRAME 1	FRAME 2
REFERENCE		FS2300K	FS3450K
OUTPUT	AC Output Power(kVA/kW) @50°C ^[1]	2300	3450
	AC Output Power(kVA/kW) @25°C ^[1]	2530	3800
	Max. AC Output Current (A) @25°C	2120	3175
	Operating Grid Voltage(VAC) ^[2]	690V ±10%	
	Operating Grid Frequency(Hz)	50Hz/60Hz	
	Current Harmonic Distortion (THDi)	< 3% per IEEE519	
	Power Factor (cosine phi) ^[3]	0.5 leading ... 0.5 lagging adjustable / Reactive Power injection at night	
INPUT	MPPT @full power (VDC)	976V-1310V	
	Maximum DC voltage	1500V	
	Number of inputs ^[2]	Up to 36	
	Number of MPPTs	Up to 4	Up to 6
	Max. DC continuous current (A)	2645	3970
	Max. DC short circuit current (A)	4000	6000
EFFICIENCY & AUXILIARY SUPPLY	Max. Efficiency PAC, nom (η)	98.5% (preliminary)	
	Max. Power Consumption (KVA)	8	10
CABINET	Dimensions [WxDxH] (ft)	9 x 6.5 x 7	12 x 6.5 x 7
	Type of ventilation	Forced air cooling	
ENVIRONMENT	Degree of protection	NEMA3R - IP54 / IP65 available	
	Permissible Ambient Temperature	-35°C ^[4] to +60°C / >50°C Active Power derating	
	Relative Humidity	4% to 100% non condensing	
	Max. Altitude (above sea level)	2000m; >2000m power derating (Max. 4000m)	
CONTROL INTERFACE	Noise level ^[5]	< 79 dBA	
	Interface	Graphic Display	
	Communication protocol	Modbus TCP	
	Plant Controller Communication	Optional	
PROTECTIONS	Keyed ON/OFF switch	Standard	
	Ground Fault Protection	GFDI and Isolation monitoring device	
	General AC Protection	Circuit Breaker	
	General DC Protection	Fuses	
CERTIFICATIONS	Overvoltage Protection	AC, DC Inverter and auxiliary supply type 2	
	Safety	UL1741, CSA 22.2 No.107.1-01, UL62109-1, IEC62109-1, IEC62109-2	
	Compliance	NEC 2017	
	Utility interconnect	UL 1741SA-Sept. 2016 / IEEE 1547.1-2005	

NOTES

[1] Values at 1,00•Vac nom and cos Φ= 1. Consult Power Electronics for derating curves.

[2] Depending on the project configuration.

[3] Consult P-Q charts available: $Q(kVar) = \sqrt{(S(kVA))^2 - P(kW)^2}$.

[4] Heating resistors kit option below -20°C.

[5] Readings taken 1 meter from the back of the unit.

HEMK^{660VAC}

TECHNICAL CHARACTERISTICS

		660V	
		FRAME 1	FRAME 2
REFERENCE		FS2200K	FS3300K
OUTPUT	AC Output Power(kVA/kW) @50°C ^[1]	2200	3300
	AC Output Power(kVA/kW) @25°C ^[1]	2420	3630
	Max. AC Output Current (A) @25°C	2120	3175
	Operating Grid Voltage(VAC) ^[2]	660V ±10%	
	Operating Grid Frequency(Hz)	50Hz/60Hz	
	Current Harmonic Distortion (THDi)	< 3% per IEEE519	
	Power Factor (cosine phi) ^[3]	0.5 leading ... 0.5 lagging adjustable / Reactive Power injection at night	
INPUT	MPPT @full power (VDC)	934V-1310V	
	Maximum DC voltage	1500V	
	Number of inputs ^[2]	Up to 36	
	Number of MPPTs	Up to 4	Up to 6
	Max. DC continuous current (A)	2645	3970
	Max. DC short circuit current (A)	4000	6000
EFFICIENCY & AUXILIARY SUPPLY	Max. Efficiency PAC, nom (η)	98.5% (preliminary)	
	Max. Power Consumption (KVA)	8	10
CABINET	Dimensions [WxDxH] (ft)	9 x 6.5 x 7	12 x 6.5 x 7
	Type of ventilation	Forced air cooling	
ENVIRONMENT	Degree of protection	NEMA3R - IP54 / IP65 available	
	Permissible Ambient Temperature	-35°C ^[4] to +60°C / >50°C Active Power derating	
	Relative Humidity	4% to 100% non condensing	
	Max. Altitude (above sea level)	2000m; >2000m power derating (Max. 4000m)	
CONTROL INTERFACE	Noise level ^[5]	< 79 dBA	
	Interface	Graphic Display	
	Communication protocol	Modbus TCP	
	Plant Controller Communication	Optional	
PROTECTIONS	Keyed ON/OFF switch	Standard	
	Ground Fault Protection	GFDI and Isolation monitoring device	
	General AC Protection	Circuit Breaker	
	General DC Protection	Fuses	
CERTIFICATIONS	Overvoltage Protection	AC, DC Inverter and auxiliary supply type 2	
	Safety	UL1741, CSA 22.2 No.107.1-01, UL62109-1, IEC62109-1, IEC62109-2	
	Compliance	NEC 2017	
	Utility interconnect	UL 1741SA-Sept. 2016 / IEEE 1547.1-2005	

NOTES

[1] Values at 1,00•Vac nom and cos Φ= 1. Consult Power Electronics for derating curves.

[2] Depending on the project configuration.

[3] Consult P-Q charts available: $Q(kVar) = \sqrt{(S(kVA))^2 - P(kW)^2}$.

[4] Heating resistors kit option below -20°C.

[5] Readings taken 1 meter from the back of the unit.

HEMK^{645VAC}

TECHNICAL CHARACTERISTICS

		645V	
		FRAME 1	FRAME 2
REFERENCE		FS2150K	FS3225K
OUTPUT	AC Output Power(kVA/kW) @50°C ^[1]	2150	3225
	AC Output Power(kVA/kW) @25°C ^[1]	2365	3550
	Max. AC Output Current (A) @25°C	2120	3175
	Operating Grid Voltage(VAC) ^[2]	645V ±10%	
	Operating Grid Frequency(Hz)	50Hz/60Hz	
	Current Harmonic Distortion (THDi)	< 3% per IEEE519	
	Power Factor (cosine phi) ^[3]	0.5 leading ... 0.5 lagging adjustable / Reactive Power injection at night	
INPUT	MPPT @full power (VDC)	913V-1310V	
	Maximum DC voltage	1500V	
	Number of inputs ^[2]	Up to 36	
	Number of MPPTs	Up to 4	Up to 6
	Max. DC continuous current (A)	2645	3970
	Max. DC short circuit current (A)	4000	6000
EFFICIENCY & AUXILIARY SUPPLY	Max. Efficiency PAC, nom (η)	98.5% (preliminary)	
	Max. Power Consumption (KVA)	8	10
CABINET	Dimensions [WxDxH] (ft)	9 x 6.5 x 7	12 x 6.5 x 7
	Type of ventilation	Forced air cooling	
ENVIRONMENT	Degree of protection	NEMA3R - IP54 / IP65 available	
	Permissible Ambient Temperature	-35°C ^[4] to +60°C / >50°C Active Power derating	
	Relative Humidity	4% to 100% non condensing	
	Max. Altitude (above sea level)	2000m; >2000m power derating (Max. 4000m)	
CONTROL INTERFACE	Noise level ^[5]	< 79 dBA	
	Interface	Graphic Display	
	Communication protocol	Modbus TCP	
	Plant Controller Communication	Optional	
PROTECTIONS	Keyed ON/OFF switch	Standard	
	Ground Fault Protection	GFDI and Isolation monitoring device	
	General AC Protection	Circuit Breaker	
	General DC Protection	Fuses	
CERTIFICATIONS	Overvoltage Protection	AC, DC Inverter and auxiliary supply type 2	
	Safety	UL1741, CSA 22.2 No.107.1-01, UL62109-1, IEC62109-1, IEC62109-2	
	Compliance	NEC 2017	
	Utility interconnect	UL 1741SA-Sept. 2016 / IEEE 1547.1-2005	

NOTES

[1] Values at 1,00•Vac nom and cos Φ= 1. Consult Power Electronics for derating curves.

[2] Depending on the project configuration.

[3] Consult P-Q charts available: $Q(kVAR) = \sqrt{(S(kVA))^2 - P(kW)^2}$.

[4] Heating resistors kit option below -20°C.

[5] Readings taken 1 meter from the back of the unit.

HEMK^{630VAC}

TECHNICAL CHARACTERISTICS

		630V	
		FRAME 1	FRAME 2
REFERENCE		FS2100K	FS3150K
OUTPUT	AC Output Power(kVA/kW) @50°C ^[1]	2100	3150
	AC Output Power(kVA/kW) @25°C ^[1]	2310	3465
	Max. AC Output Current (A) @25°C	2120	3175
	Operating Grid Voltage(VAC) ^[2]	630V ±10%	
	Operating Grid Frequency(Hz)	50Hz/60Hz	
	Current Harmonic Distortion (THDi)	< 3% per IEEE519	
	Power Factor (cosine phi) ^[3]	0.5 leading ... 0.5 lagging adjustable / Reactive Power injection at night	
INPUT	MPPT @full power (VDC)	891V-1310V	
	Maximum DC voltage	1500V	
	Number of inputs ^[2]	Up to 36	
	Number of MPPTs	Up to 4	Up to 6
	Max. DC continuous current (A)	2645	3970
	Max. DC short circuit current (A)	4000	6000
EFFICIENCY & AUXILIARY SUPPLY	Max. Efficiency PAC, nom (η)	98.5% (preliminary)	
	Max. Power Consumption (KVA)	8	10
CABINET	Dimensions [WxDxH] (ft)	9 x 6.5 x 7	12 x 6.5 x 7
	Type of ventilation	Forced air cooling	
ENVIRONMENT	Degree of protection	NEMA3R - IP54 / IP65 available	
	Permissible Ambient Temperature	-35°C ^[4] to +60°C / >50°C Active Power derating	
	Relative Humidity	4% to 100% non condensing	
	Max. Altitude (above sea level)	2000m; >2000m power derating (Max. 4000m)	
CONTROL INTERFACE	Noise level ^[5]	< 79 dBA	
	Interface	Graphic Display	
	Communication protocol	Modbus TCP	
	Plant Controller Communication	Optional	
PROTECTIONS	Keyed ON/OFF switch	Standard	
	Ground Fault Protection	GFDI and Isolation monitoring device	
	General AC Protection	Circuit Breaker	
	General DC Protection	Fuses	
CERTIFICATIONS	Overvoltage Protection	AC, DC Inverter and auxiliary supply type 2	
	Safety	UL1741, CSA 22.2 No.107.1-01, UL62109-1, IEC62109-1, IEC62109-2	
	Compliance	NEC 2017	
	Utility interconnect	UL 1741SA-Sept. 2016 / IEEE 1547.1-2005	

NOTES

[1] Values at 1,00•Vac nom and cos Φ= 1. Consult Power Electronics for derating curves.

[2] Depending on the project configuration.

[3] Consult P-Q charts available: $Q(kVar) = \sqrt{(S(kVA))^2 - P(kW)^2}$.

[4] Heating resistors kit option below -20°C.

[5] Readings taken 1 meter from the back of the unit.

HEMK^{615VAC}

TECHNICAL CHARACTERISTICS

		615V	
		FRAME 1	FRAME 2
REFERENCE		FS2050K	FS3075K
OUTPUT	AC Output Power(kVA/kW) @50°C ^[1]	2050	3075
	AC Output Power(kVA/kW) @25°C ^[1]	2225	3380
	Max. AC Output Current (A) @25°C	2120	3175
	Operating Grid Voltage(VAC) ^[2]	615V ±10%	
	Operating Grid Frequency(Hz)	50Hz/60Hz	
	Current Harmonic Distortion (THDi)	< 3% per IEEE519	
	Power Factor (cosine phi) ^[3]	0.5 leading ... 0.5 lagging adjustable / Reactive Power injection at night	
INPUT	MPPT @full power (VDC)	870V-1310V	
	Maximum DC voltage	1500V	
	Number of inputs ^[2]	Up to 36	
	Number of MPPTs	Up to 4	Up to 6
	Max. DC continuous current (A)	2645	3970
	Max. DC short circuit current (A)	4000	6000
EFFICIENCY & AUXILIARY SUPPLY	Max. Efficiency PAC, nom (η)	98.5% (preliminary)	
	Max. Power Consumption (KVA)	8	10
CABINET	Dimensions [WxDxH] (ft)	9 x 6.5 x 7	12 x 6.5 x 7
	Type of ventilation	Forced air cooling	
ENVIRONMENT	Degree of protection	NEMA3R - IP54 / IP65 available	
	Permissible Ambient Temperature	-35°C ^[4] to +60°C / >50°C Active Power derating	
	Relative Humidity	4% to 100% non condensing	
	Max. Altitude (above sea level)	2000m; >2000m power derating (Max. 4000m)	
CONTROL INTERFACE	Noise level ^[5]	< 79 dBA	
	Interface	Graphic Display	
	Communication protocol	Modbus TCP	
	Plant Controller Communication	Optional	
PROTECTIONS	Keyed ON/OFF switch	Standard	
	Ground Fault Protection	GFDI and Isolation monitoring device	
	General AC Protection	Circuit Breaker	
	General DC Protection	Fuses	
CERTIFICATIONS	Overvoltage Protection	AC, DC Inverter and auxiliary supply type 2	
	Safety	UL1741, CSA 22.2 No.107.1-01, UL62109-1, IEC62109-1, IEC62109-2	
	Compliance	NEC 2017	
	Utility interconnect	UL 1741SA-Sept. 2016 / IEEE 1547.1-2005	

NOTES

[1] Values at 1,00•Vac nom and cos Φ= 1. Consult Power Electronics for derating curves.

[2] Depending on the project configuration.

[3] Consult P-Q charts available: $Q(kVar) = \sqrt{(S(kVA))^2 - P(kW)^2}$.

[4] Heating resistors kit option below -20°C.

[5] Readings taken 1 meter from the back of the unit.

HEMK^{600VAC}

TECHNICAL CHARACTERISTICS

		600V	
		FRAME 1	FRAME 2
REFERENCE		FS2000K	FS3000K
OUTPUT	AC Output Power(kVA/kW) @50°C ^[1]	2000	3000
	AC Output Power(kVA/kW) @25°C ^[1]	2200	3300
	Max. AC Output Current (A) @25°C	2120	3175
	Operating Grid Voltage(VAC) ^[2]	600V ±10%	
	Operating Grid Frequency(Hz)	50Hz/60Hz	
	Current Harmonic Distortion (THDi)	< 3% per IEEE519	
	Power Factor (cosine phi) ^[3]	0.5 leading ... 0.5 lagging adjustable / Reactive Power injection at night	
INPUT	MPPT @full power (VDC)	849V-1310V	
	Maximum DC voltage	1500V	
	Number of inputs ^[2]	Up to 36	
	Number of MPPTs	Up to 4	Up to 6
	Max. DC continuous current (A)	2645	3970
	Max. DC short circuit current (A)	4000	6000
EFFICIENCY & AUXILIARY SUPPLY	Max. Efficiency PAC, nom (η)	98.5% (preliminary)	
	Max. Power Consumption (KVA)	8	10
CABINET	Dimensions [WxDxH] (ft)	9 x 6.5 x 7	12 x 6.5 x 7
	Type of ventilation	Forced air cooling	
ENVIRONMENT	Degree of protection	NEMA3R - IP54 / IP65 available	
	Permissible Ambient Temperature	-35°C ^[4] to +60°C / >50°C Active Power derating	
	Relative Humidity	4% to 100% non condensing	
	Max. Altitude (above sea level)	2000m; >2000m power derating (Max. 4000m)	
CONTROL INTERFACE	Noise level ^[5]	< 79 dBA	
	Interface	Graphic Display	
	Communication protocol	Modbus TCP	
	Plant Controller Communication	Optional	
PROTECTIONS	Keyed ON/OFF switch	Standard	
	Ground Fault Protection	GFDI and Isolation monitoring device	
	General AC Protection	Circuit Breaker	
	General DC Protection	Fuses	
CERTIFICATIONS	Overvoltage Protection	AC, DC Inverter and auxiliary supply type 2	
	Safety	UL1741, CSA 22.2 No.107.1-01, UL62109-1, IEC62109-1, IEC62109-2	
	Compliance	NEC 2017	
	Utility interconnect	UL 1741SA-Sept. 2016 / IEEE 1547.1-2005	

NOTES

[1] Values at 1,00•Vac nom and cos Φ= 1. Consult Power Electronics for derating curves.

[2] Depending on the project configuration.

[3] Consult P-Q charts available: $Q(kVar) = \sqrt{(S(kVA))^2 - P(kW)^2}$.

[4] Heating resistors kit option below -20°C.

[5] Readings taken 1 meter from the back of the unit.

MATERIAL SAFETY DATA SHEET

1. IDENTIFICATION

Envirotemp® FR3® fluid

Envirotemp FR3 fluid is a dielectric fluid intended for use as an insulation and cooling medium in electrical apparatus such as electrical distribution and power transformers.

Cooper Power Systems
1900 East North Street
Waukesha, Wisconsin 53188-3899 USA
Telephone: +01 262 524 3300
Internet: www.cooperpower.com
Emergency telephone (Chemtrec)
Inside USA: 800 424 9300
Outside USA: +01 703 527 3887

2. COMPOSITION/INFORMATION ON INGREDIENTS

Envirotemp FR3 fluid is a proprietary formulation using food-grade vegetable oils combined with performance-enhancing additives. All components are listed in the EINECS inventory.

<u>Component</u>	<u>Proportion (wt%)</u>
Vegetable oil	> 98.5
Antioxidant additive	< 1.0
Cold flow additive	< 1.0
Colorant	< 1.0

3. HAZARDS IDENTIFICATION

Envirotemp FR3 fluid is a preparation not classified as dangerous according to Directive 1999/45/EC. Not expected to cause a severe emergency hazard.

Routes of entry

Eyes: Contact may occur as a result of splash or exposure to mist conditions. May cause irritation and redness.

Skin: Typically non-irritating. In some case, a sensitization to vegetable oils may cause localized redness

Ingestion: May cause gastric irritation.

Inhalation: Exposure may occur as a result of mist exposure. May cause respiratory irritation.

Signs and symptoms of exposure: none known

Medical conditions generally aggravated by exposure: There is a very small risk for an allergic reaction to soybean oil in persons allergic to soybeans themselves.

4. FIRST AID MEASURES

Inhalation: If inhaled, remove affected person from exposure to mists.

Eye contact: For eye contact, flush the eyes immediately with large amounts of water with the eyelids held away from the eye to ensure thorough rinsing.

Skin contact: For skin contact, remove by washing with soap and water. Get medical attention if irritation persists.

Ingestion: If swallowed, observe for signs of stomach discomfort or nausea. If symptoms persist, seek medical help. Do not induce vomiting.

5. FIRE-FIGHTING MEASURES

Extinguishing media: CO₂ or dry chemical foam

Special fire fighting procedures: Use approved self-contained breathing apparatus with full facemask and full protective equipment in confined areas. Use water to keep fire-exposed containers cool. Water spray may be used to flush spills away from source of ignition. Application of water to flaming oil can cause spreading.

Unusual fire and explosion hazards: Slight when exposed to flame. Can react with oxidizing materials. Clay materials (Fuller's earth, oil dry products) saturated with Envirotemp FR3 fluid can, under certain conditions, undergo a slow oxidation that releases heat. If the heat so released cannot escape, it is possible that the temperature may increase and ignite combustible materials in close contact.

6. ACCIDENTAL RELEASE MEASURES

Steps to take in case material is released or spilled: Contain and control the leaks or spills with non-combustible absorbent materials such as sand, earth, vermiculite, or diatomaceous earth in drums for waste disposal. Prevent any material from entering drains or waterways. If the product contaminates waterways, rivers or drains, alert the relevant authorities in accordance with statutory procedures.

In the USA, spills into navigable waters must be reported to the National Response Center, 800-424-8802

7. HANDLING AND STORAGE

Precautions to take in handling and storage: Avoid extremes of temperature in storage. Store Envirotemp FR3 fluid in labeled, tightly closed containers in cool, dry, isolated and well-ventilated areas, away from sources of ignition or heat. To maintain fluid for intended use as an electrical insulating fluid, eliminate exposure to oxygen and moisture.

Intermediate bulk storage container (tote): Prolonged exposure to ultraviolet radiation (sunlight) may affect color.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure limit values:

	TWA (mg/m ³)	
	OSHA ¹ PEL	ACGIH ² TLV
Vegetable oil mists	–	10
Vegetable oil mists: total dust	15	–
Vegetable oil mists: respirable fraction	5	–

Hazardous Materials Identification System (HMIS):

Health	Flammability	Physical Hazard
0	1	0

Respiratory protection: Vaporization is not expected at ambient temperature. Therefore, the need for respiratory protection is not anticipated under normal use conditions and with adequate ventilation. If elevated airborne concentrations above applicable workplace exposure levels are anticipated, a NIOSH-approved organic vapor respirator equipped with a dust/mist prefilter should be used. Protection factors vary depending upon the type of respirator used. Respirators should be used in accordance with OSHA requirements (29 CFR 1910.134). For extreme cases, use of approved supplied-air respiratory protection may be necessary.

Ventilation: General mechanical ventilation can be used to control or reduce airborne concentrations of oil.

Protective gloves: Use gloves constructed of chemical resistant materials such as neoprene or heavy nitrile rubber if frequent or prolonged contact is expected. Use heat-protective gloves when handling product at elevated temperatures.

Eye protection: Wear safety glasses or goggles to prevent eye contact. Eye baths should be readily available in the area of handling Envirotemp FR3 fluid.

¹ U.S. Occupational Health and Safety Administration

² American Conference of Governmental Industrial Hygienists

Other protective clothing or equipment: Wear regularly laundered coveralls or lab coat to minimize skin exposure.

Workplace hygienic practices: Wash with soap and water after contact. Avoid exposure to mists.

Environmental exposure controls: Have oil-absorbent materials easily available.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance and odor: clear light-green liquid with slight vegetable oil odor **pH:** neutral

Closed cup flash point: 310 – 320°C

Autoignition temperature: 401 – 404°C

Boiling point: >360°C

Relative density (H₂O = 1): 0.92

Vapor pressure (mm Hg): < 0.01 @ 20°C

Pour point: -18 to -24°C

Vapor density (air = 1): n/a

Evaporation rate (butyl acetate = 1): nil

Solubility in water: negligible; < 0.1%

Volatile organic compounds: < 0.001 g/L

Viscosity: 33 – 35 mm²/s at 40°C

Miscibility: mixes with other dielectric fluids except silicone

10. STABILITY AND REACTIVITY

Stability: Envirotemp FR3 fluid is stable under normal conditions of use.

Incompatibility (materials to avoid): Avoid contact with strong oxidizing agents.

Hazardous decomposition products: none

Hazardous Polymerization: will not occur

Stabilizers: not required

Hazardous exothermic reaction: Slight when exposed to flame; can react with oxidizing materials. Class III B liquid. Clay materials (Fuller's earth, oil dry products) saturated with Envirotemp FR3 fluid can, under certain conditions, undergo a slow oxidation that releases heat. If the heat so released cannot escape, it is possible that the temperature may increase and ignite combustible materials in close contact.

11. TOXICOLOGICAL INFORMATION

Carcinogenicity: none

NTP: no

IARC monographs: no

OSHA regulated: no

Envirotemp FR3 fluid base oils are "generally recognized as safe" (GRAS) by the U.S. Food and Drug Administration and allowed for human consumption as a food and as a component that is allowed in contact with human food.

12. ECOLOGICAL INFORMATION

Acute oral toxicity (OECD 420 - rats): LD₅₀ >2000 mg/kg

Acute aquatic toxicity (OECD 203 - trout): LC₅₀ >1000 mg/kg; NOAEC >1000 mg/kg

Aquatic biodegradation (OPPTS 835.3110): readily biodegradable, >99%

Biological oxidation demand (5-Day SM5210B): 250 ppm

Chemical oxygen demand (SM5220D): 560 ppm

BOD/COD ratio: 45%

Petroleum hydrocarbon content: none

Environmental physical hazard: Envirotemp FR3 fluid shares physical hazards common to all oils such as coating feathers, fur, and gills.

13. DISPOSAL CONSIDERATIONS

Recycling: Consult with local used oil recyclers, restaurant grease recyclers, fat rendering companies, or biodiesel producers.

Hazardous Waste: Envirotemp FR3 fluid itself, when discarded or disposed of, is not a hazardous waste.

Disposal: Incinerate or landfill in accordance with local regulations. Do not pour into drains or waterways.

14. TRANSPORT INFORMATION

Harmonized System Tariff Classification (Schedule B): 1507.90.4050

National Motor Freight Classification (NMFC): 155250

Euro Tariff: 15 07 90 00 00

15. REGULATORY INFORMATION

Envirotemp FR3 fluid itself, when discarded or disposed of, is not listed as a hazardous waste per 40 CFR 261 and is not a used oil per 40 CFR 279. Envirotemp FR3 fluid is a preparation not classified as dangerous according to Directive 1999/45/EC.

16. OTHER INFORMATION

Technical information available at the Cooper Power Systems website: www.cooperpower.com

This Material Safety Data Sheet has been prepared in order to help the users of Envirotemp FR3 fluid. The data contained herein is, to the best of our knowledge, accurate as of the date of preparation of this sheet.

Effective Date: September 22, 2011

APPENDIX K
DEEDS

Title Report

Property Information

File # 3119

Property: Perkins Ridge Road, Auburn, ME

Borrower: TBD

Buyer Liens: TBD County: Androscoggin

Subdivision/Condo: na Subdivision/Condo plan: na

Lot No: na Unit No: na Bldg: Floor plan:

Use description at Book 2758 /226

(Exact Policy) (Exact Commitment) (Developer Update) (Shortened Search) na

Vesting Information

The undersigned has searched the above referenced property from 06/03/1968 to **09/08/2019**

Record Owner: Apple Ridge Farms, Inc.

Tenancy: na

Source of Title: QC w/ Cov from West Breeze Orchards, Inc.

Book / page 2758 / 226

Date 11/21/1991

Abstractor: Colin Powers

Date:09/10/2019

Title Problems

Parcels need to be Surveyed

Financial Encumbrances:

1) Subject to a UCC Financing Statement from Apple Ridge Farms, Inc., to Farm Credit of Southern Maine, ACA d. May 27, 1994 and recorded at Book 3270, Page 171, as affected by the following continuations: 4206 / 212, 5847 / 327, 7625 / 204, 8897 / 134, and 10063 / 256.

2) Subject to a UCC Financing Statement from Apple Ridge Farms, Inc., to Farm Credit of Southern Maine, ACA d. November 19, 1998 and recorded at Book 4115, Page 168; as affected by the following continuations: 5665 / 175, 7533 / 21, 8751 / 10, 9975 / 30, 9975 / 31.

Mortgage to Farm Credit of Maine, ACA d. June 03, 2008 in the amount of \$1,500,000.00 and recorded at Book 7450, Page 60, as affected by a Mortgage Amendment increasing the amount to \$4,000,000.00 dated July 8, 2014 at Book 8950, Page 175; as affected by a Mortgage Amendment increasing the amount to \$5,000,000.00 dated June 30, 2017 and recorded at Book 9641, Page 348.

Exceptions:

Utility easement from West Breeze Orchards, Inc. to Central Maine Power Co. and New England Telephone and Telegraph Company dated June 20, 1969 and recorded in Book 1010, Page 767. (can not place this easement by description provided. Surveyor would need to locate this)

All parcels are excepting and subject to previously conveyed out-conveyances.

Parcel 3 is subeject to water rights of others.

Parcels 6, 8 and 9 are subject to a right of way from Perkins Ridge Road to Lost Valley Ski Area.

Parcel designated as Tax Map 295, Lot 004 is subject to a Memorandum of Lease for a Cell Tower dated January 24, 2008 and recorded at Book 7359, Page 247.

Subject to an unrecorded plan of West Breeze Orchards, Inc. dated August 4, 1989 by James W. Sewall Co.

Riparian rights of others, if any, as they may apply.

General Notes:

Parcels may be in both or one of: Tree Growth, Registered Farm Land.

Parcels have not been described since at least 1968 and are subject to numerous out-conveyances.

Strongly would recommend a Survey.

A handwritten signature in cursive script, appearing to be 'C. L.', is written above a horizontal line.

Cumberland Title Services, LLC

7 Oak Hill Terrace

Suite 214

Scarborough, ME 04074

September 10, 2019

Borrego Solar Systems, Inc.

Jared Connell

5 Technology Drive #102

Lowell, MA 01851

RE: Apple Ridge Farms, Perkins Ridge Road, Auburn, ME

1)	Title Examination	\$350.00
2)	Registry Copies	\$37.00

TOTAL DUE	\$387.00
------------------	-----------------

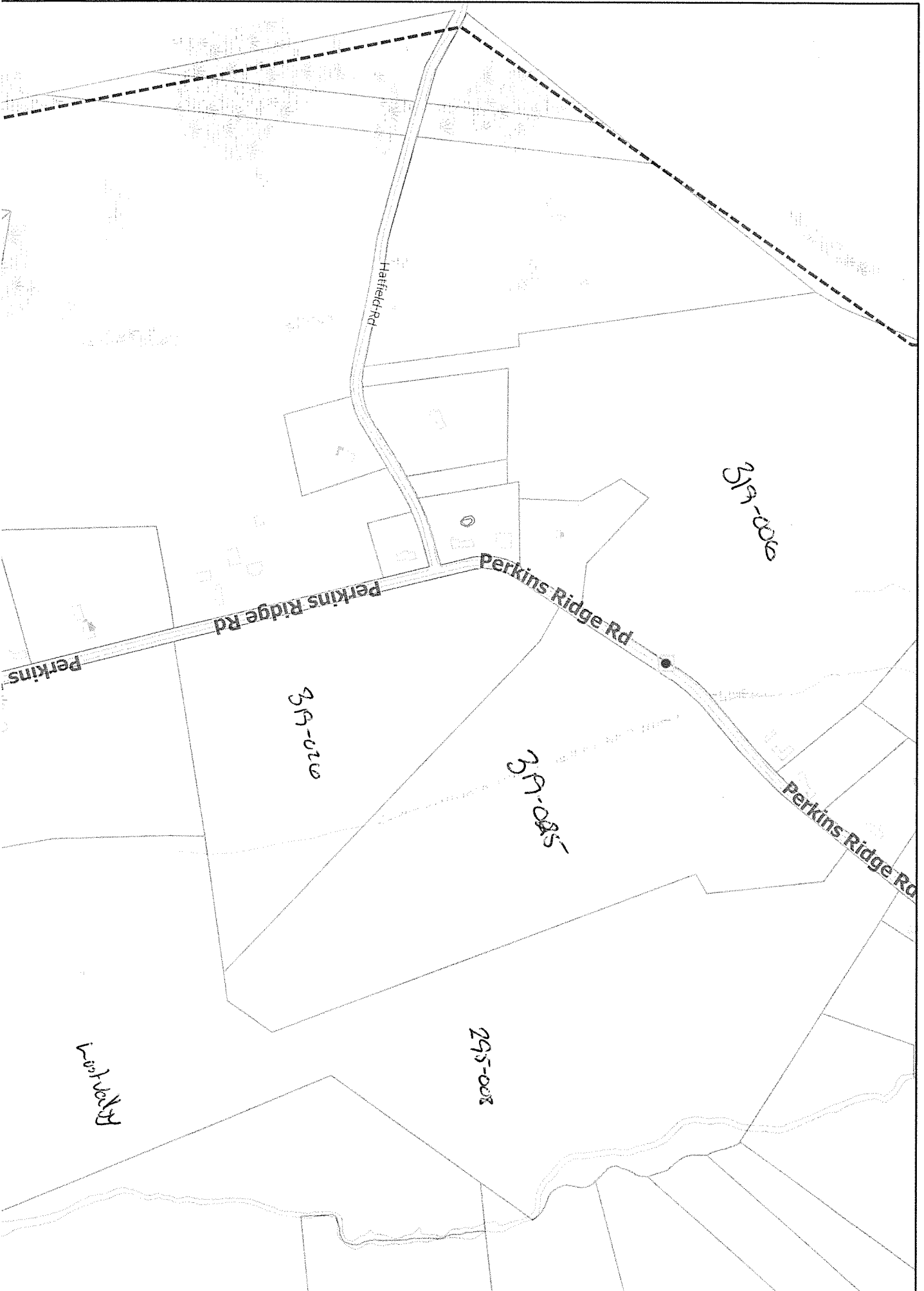
3119

Auburn Parcel Map



31A-025

Auburn Parcel Map



295-001

Auburn Parcel Map

295-000

295-004-001
dc @ 451/203

Prob. He "Blue"

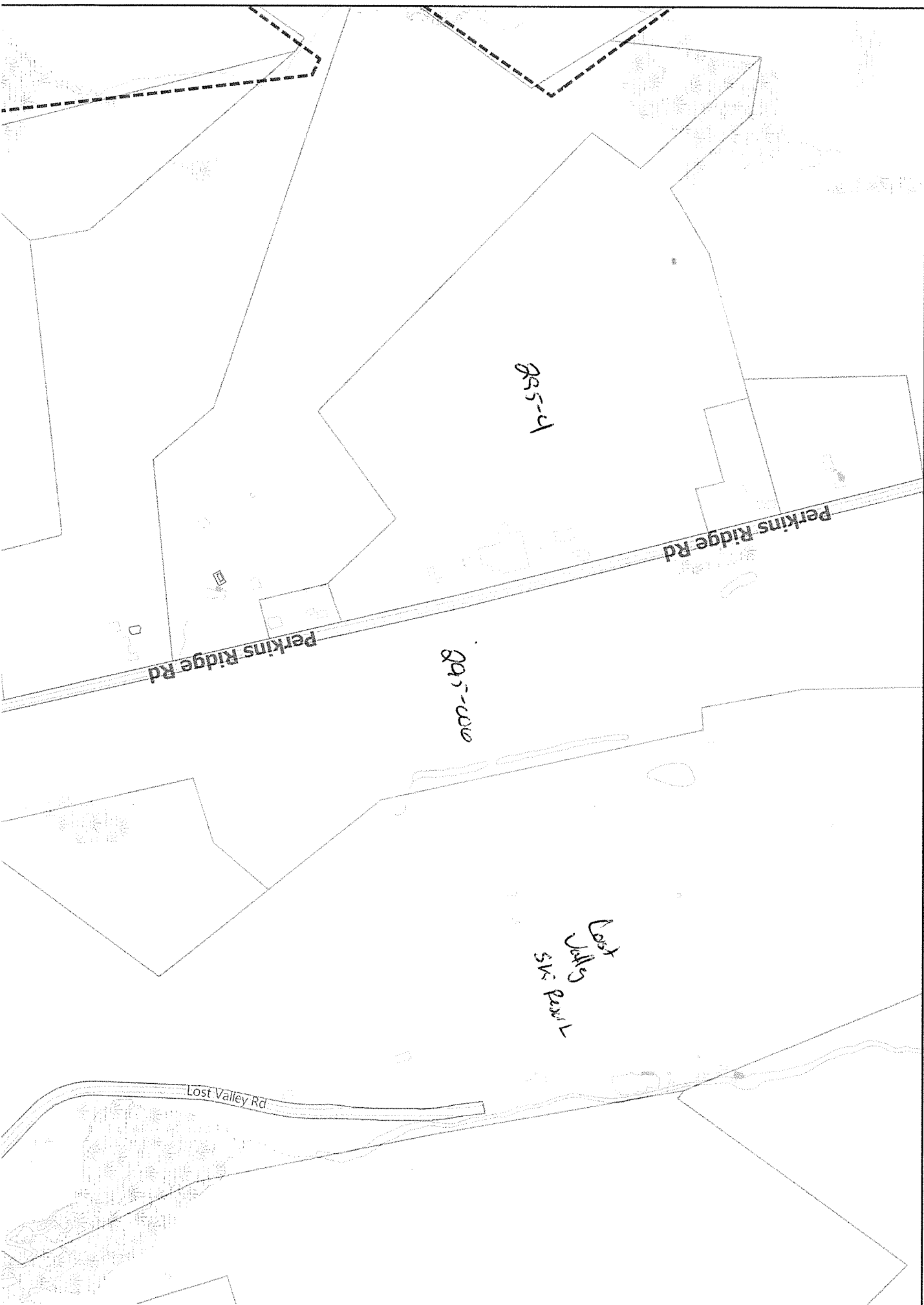
295-004

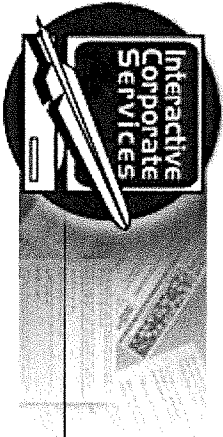
295-002

11' Blue Line 6 on this
Prop.

895-000

Auburn Parcel Map





MAINE

Department of the Secretary of State

Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Tue Sep 10 2019 11:05:53. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
APPLE RIDGE FARMS, INC.	19911781 D	BUSINESS CORPORATION	GOOD STANDING
Filing Date	Expiration Date	Jurisdiction	
04/12/1991	N/A	MAINE	
Other Names	(A=Assumed ; F=Former)		
WALLINGFORDS FRUIT HOUSE - CANCELLED	A		
Clerk/Registered Agent			
NANCY RICKER 11 RICKER HILL ROAD TURNER, ME 04282			

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[Click on a link to obtain additional information.](#)

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N O T MORTGAGE N O T

A N

KNOW ALLOF THESE PRESENTS, that **APPLE RIDGE FARMS, INC.**, a Maine corporation with a mailing address of P.O. Box 202, Turner, ME 04282 (hereinafter referred to as "**Grantor**"), in consideration of the principal sum of up to ONE MILLION NINE HUNDRED THOUSAND DOLLARS (\$1,900,000) paid and advanced by **FARM CREDIT OF MAINE, ACA**, a corporation organized and existing under the Farm Credit Act of 1971, as amended, with a mailing address of 615 Minot Avenue, Auburn, Maine 04210 (hereinafter referred to as "**Grantee**") as described in a certain Commercial Loan Agreement of even or near date, by and between Ricker Hill Orchards, Ricker Hill Farms, Inc., Grantor, Harry Ricker, Peter Ricker and Grantee (hereinafter referred to as the "Loan Agreement"), and evidenced by a certain Note (as defined in the Loan Agreement) (hereinafter referred to as the "Promissory Note"), the receipt of which is hereby acknowledged, does give, grant, bargain, sell, assign, and convey unto Grantee, its successors and assigns forever, land with any buildings, fixtures and other improvements thereon, located in the County of Androscoggin, State of Maine, and being more particularly described in Exhibit A attached hereto and made a part hereof by reference, including, but not limited to, all of Grantor's right, title and interest in and to the fee underlying all public or private rights-of-way, easements, streets and alleys contiguous, benefiting or appurtenant thereto (hereinafter collectively referred to as the "Premises").

Also hereby conveying and granting as part of the Premises and as collateral under the within Security Agreement, a continuing security interest in all of the property now or hereafter located on, arising in connection with or affixed to the Premises or used therewith, and which may now be owned or may be hereafter acquired by Grantor (sometimes referred to hereinafter as "Debtor") (all of which property is hereinafter collectively referred to as "Personal Property Collateral"), including, without limitation, the following:

- (a) All timber of every species and type, whether standing or severed, and all other wood of any and all kind, in any and all stages of processing;

- (b) All rents, profits, revenues, royalties, bonuses, rights and benefits under any and all leases or tenancies now existing or hereafter created on the Premises or any part thereof and all accounts receivable and chattel paper, issues, income and proceeds, including (without limitation) all Grantor's/Debtor's rights, powers, privileges and benefits which may accrue to Grantor/Debtor as owner of the Premises together with, to the fullest extent permitted by law, all of Grantor's/Debtor's right, title and interest in all applications and permits with respect to said improvements and together with all of Grantor's/Debtor's right, title and interest in and to any such goods as may now or hereafter be held pursuant to any lease, lease purchase, conditional sales or use agreements pursuant to which Grantor/Debtor is the lessee of or entitled to use such goods;

- (c) All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Premises or any interest thereon or part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof, including any award for change of

Bk 7625 Pg 204 #3416
02-19-2009 @ 12:04p

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional) Cheryl A. Mullen (207) 784-1093
B SEND ACKNOWLEDGMENT TO: (Name and Address) Farm Credit of Maine, ACA 615 Minot Avenue Auburn, ME 04210

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE # Book 3270, Page 171 June 1, 1994 Androscoggin County Registry of Deeds	1b This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS <input checked="" type="checkbox"/>
2 <input type="checkbox"/> TERMINATION Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement	
3 <input checked="" type="checkbox"/> CONTINUATION Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law	
4 <input type="checkbox"/> ASSIGNMENT (full or partial). Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9	
5 AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes Also check one of the following three boxes and provide appropriate information in items 6 and/or 7 <input type="checkbox"/> CHANGE name and/or address. Give current record name in item 6a or 6b, also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c <input type="checkbox"/> DELETE name. Give record name to be deleted in item 6a or 6b <input type="checkbox"/> ADD name. Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable)	
6. CURRENT RECORD INFORMATION	
6a ORGANIZATION'S NAME	
OR	6b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7 CHANGED (NEW) OR ADDED INFORMATION	
7a ORGANIZATION'S NAME	
OR	7b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY	
7d TAX ID # SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR	7e TYPE OF ORGANIZATION 7f JURISDICTION OF ORGANIZATION 7g ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
8 AMENDMENT (COLLATERAL CHANGE) check only one box Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned	

ANDROSCOGGIN COUNTY
Gina M. Chandler
REGISTER OF DEEDS

9 NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment			
9a ORGANIZATION'S NAME Farm Credit of Maine, ACA			
OR	9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
10. OPTIONAL FILER REFERENCE DATA Apple Ridge Farms, Inc.			

NOT
AN

NOT
AN
OFFICIAL
COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Cheryl A. Mullen (207) 784-0193	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) <input checked="" type="checkbox"/> Farm Credit of Maine, ACA 615 Minot Avenue Auburn, ME 04210	

NOT
AN
OFFICIAL
COPY

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

Book 4115, Page 168 November 23, 1998 Androscoggin County Registry of Deeds

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
☐ REAL ESTATE RECORDS

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4. ☐ ASSIGNMENT (full or partial). Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b, also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
-------------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
-------------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
--------------------------	-----------------------------------	--------------------------	----------------------------------	---------------------------------

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

ANDROSCOGGIN COUNTY
Lina K. Charwood
REGISTER OF DEEDS

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Farm Credit of Maine, ACA

OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
-------------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

Apple Ridge Farms, Inc.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE OPTION

STATE OF MAINE)
)
COUNTY OF ANDROSCOGGIN)

**RECORDING REQUESTED
BY AND WHEN RECORDED
MAIL TO:**

Diane S. Leung, Esq.
Thompson Hine LLP
127 Public Square
Cleveland, Ohio 44114

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE OPTION is made as of February 7, 2008 ("Effective Date"), by and between PEGASUS TOWER COMPANY, LTD., a Virginia corporation ("Assignor"), whose address is P.O. Box 233, Richlands, Virginia 24641, and PEGASUS TOWER DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("Assignee"), whose address is P.O. Box 233, Richlands, Virginia 24641.

BACKGROUND RECITALS

WHEREAS, Assignor, as tenant, entered into that certain Tower Site Lease Option with Apple Ridge Farms, Inc. ("Apple Ridge"), dated January 23, 2008, a memorandum of which is recorded in **Book 7359, Page 247** (the "Ground Lease"); and

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee without recourse all of its right, title and interest in and to the Ground Lease and Assignee has agreed to accept an assignment thereof; and

WHEREAS, the Ground Lease pertains to a portion of real property conveyed to Apple Ridge by deed recorded in **Deed Book 2758, Page 227** and known as **Tax Map No. 295-4**; and

WHEREAS, this Assignment is made pursuant to the Amended and Restated Development and Services Agreement dated in March 2007 between Pegasus Tower Company, Ltd., and Pegasus Tower Development Company, LLC, a Delaware limited liability

company (the "Development Agreement") and any capitalized terms not defined herein have the meanings ascribed to them in the Development Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

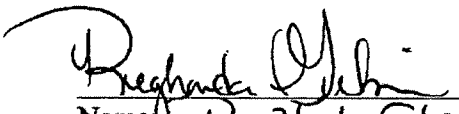
1. The Background Recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Assignor hereby assigns to Assignee as of the Effective Date without recourse all of its right, title and interest in and to the Ground Lease, together with any amendments to the Ground Lease, and Assignee hereby assumes and agrees to perform from and after the Effective Date all of the Assignor's obligations under the Ground Lease upon the terms and conditions set forth in the Ground Lease.
3. Except as expressly set forth herein, the terms of the Ground Lease shall remain in full force and effect, unaltered by this Assignment.
4. Assignor hereby confirms that all of the representations made in the Development Agreement regarding the Ground Lease continue to be true and correct as of the date of this Agreement. Assignor and Assignee acknowledge and agree that nothing in this Assignment shall be deemed to contravene or supersede the terms of the Development Agreement.
5. Assignor hereby covenants, agrees and represents that, to the extent any consents are necessary to consummate the transaction contemplated hereby, they have been procured.


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

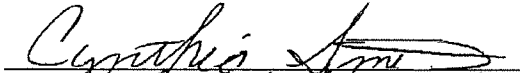
Signed, witnessed, and acknowledged
in the presence of:

ASSIGNOR:

PEGASUS TOWER COMPANY, LTD


Name: Reghonda Gibson


By: Gary E. Hearl
Its: President


Name: Cynthia Smith

Dated: 2/7/08

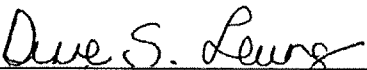
[Signatures continue on the following page]


[Signatures continue from previous page]


Signed, witnessed, and acknowledged
in the presence of:

ASSIGNEE:

PEGASUS TOWER DEVELOPMENT
COMPANY, LLC


Name: Diane S. Leung


By: Jeff Milius
Its: Assistant Secretary


Name: George Radmilovic

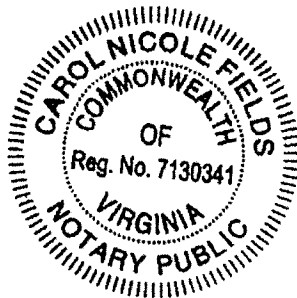
Dated: _____

STATE OF VIRGINIA)
)
) ss.
COUNTY OF TAZEWELL)

I, Carol Nicole Fields, Notary Public for the State of Virginia, do hereby certify that the above-named Pegasus Tower Company, Ltd., a Virginia corporation, by Gary E. Hearl, its President, did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 7th day of February 2008.

SEAL



Carol Nicole Fields
Notary Public for Virginia
My commission expires: May 31, 2011

STATE OF OHIO)
)
) ss.
COUNTY OF CUYAHOGA)

I, Diane S. Leung, Notary Public for the State of Ohio, do hereby certify that the above-named Pegasus Tower Development Company, LLC, a Delaware limited liability company, by Jeff Milius, its Assistant Secretary, did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 7th day of February, 2008.

SEAL



Diane S. Leung
Notary Public for _____
My commission expires: _____

Diane S. Leung, Attorney
Notary Public - State of Ohio
My commission has no expiration date.

ANDROSCOGGIN COUNTY
Tha M. Chandler
REGISTER OF DEEDS

11166910.1

-4-

Assignment of Ground Lease-Apple Ridge Farms

Bk 7359 Pg247 #2014
02-04-2008 @ 10:35a

ON 295-004

This Document Prepared By:
PEGASUS TOWER COMPANY, LTD.
✓ P. O. Box 233, Richlands, Virginia 24641

MEMORANDUM OF LEASE OPTION

This Document Prepared By:
PEGASUS TOWER COMPANY, LTD.
P. O. Box 233, Richlands, Virginia 24641

MEMORANDUM OF LEASE OPTION

THIS MEMORANDUM OF LEASE OPTION is made and entered into on this the 22 day of January, 2008 by and between Apple Ridge Farms, Inc., whose address is P.O. Box 202, Turner, Maine 04282, herein the Grantor; and PEGASUS TOWER COMPANY, LTD., a Virginia corporation, whose address is P. O. Box 233, Richlands, Virginia 24641, herein the Grantee.

WITNESSETH:

WHEREAS, the Grantor has conveyed to the Grantee an option (herein the "Option") to lease certain of the Grantor's real estate in **Androscoggin County, Maine**, which specific real estate is a part of that certain parcel conveyed to the Grantor by Deed dated **November 21, 1991** and recorded in the land records of said jurisdiction in Deed Book **2758**, Page **227**, the source of which real estate is designated on Tax Map No. **295-4**, all of which is more particularly described in the Option and is herein referred to as the "Leased Property"; and,

WHEREAS, the parties desire to execute this Memorandum of Option to memorialize certain of the provisions of the Option.

NOW THEREFORE, for and in consideration of the sum of \$10.00, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties obligate and bind one another, their heirs, successors and assigns as follows:

1. Grant of Lease Option. The Grantor hereby grants to the Grantee, its successors and assigns, the exclusive option and right to lease the Leased Property from the Grantor upon the terms and conditions set forth in the Option.
2. Term. The maximum period during which the Grantee has the option to lease the Leased Property is **two (2)** year(s) from the date hereof.
3. Conflict. In the event of a conflict between the terms hereof and the terms of the Option, the terms of the Option shall govern.

WITNESS the following signatures and seals:

Initials of Grantor: H.R.
Jan-08

Initials of Grantee: CH

By: [Signature]
 Printed Name: Harry Riker
 Title: _____

STATE OF Maine
 COUNTY OF Androscoggin

I, Nikki M. Verrill, a notary public of the aforesaid county and state, do hereby certify that Harry Riker the President of Apple Ridge Farms, Inc. a Maine Corporation personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23 day of Jan, 2008.

My commission expires:

NIKKI M. VERRILL
 Notary Public, Maine
 My Commission Expires October 5, 2008

[Signature]
 Notary Public

(Official Seal)

PEGASUS TOWER COMPANY, LTD.

SEAL

By: [Signature]
 Cynthia Smith, Business Manager

STATE OF VIRGINIA
 COUNTY OF TAZEWELL

I, Reazhonda Gibson, a Notary Public of the aforesaid County and State, do hereby certify that Cynthia Smith, Business Manager of Pegasus Tower Company LTD. a Virginia corporation, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 24th day of January, 2008.

My Commission Expires:

REAZHONDA GIBSON
 Notary Public
 Commonwealth of Virginia
 7106415
 My Commission Expires Jan. 31, 2011

[Signature]
 Notary Public

ANDROSCOGGIN COUNTY
Una K. Charnord
 REGISTER OF DEEDS

SEAL (Official Seal)
 COMMONWEALTH OF VIRGINIA
 Notary Public
 No. 7106415

Initials of Grantor: HR Initials of Grantee: [Signature]
 Jan-08

Bk 5847 Pg 327 #7235
03-30-2004 @ 12:02p

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Cheryl A. Mullen (207) 784-0193	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Farm Credit of Maine, ACA 615 Minot Avenue Auburn, ME 04210	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # (For filings with the Registry of Deeds in Maine, please provide the book and page number) **Book 3270, Page 171 June 1, 1994 Androscoggin County Registry of Deeds**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. ☐

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT (full or partial):** Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

☐ **CHANGE** name and/or address: Give current record name in Item 6a or 6b; also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c. ☐ **DELETE** name: Give record name to be deleted in Item 6a or 6b. ☐ **ADD** name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:** (For filings with the Registry of Deeds in Maine, Item 10 must provide current debtor information, not Item 6)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

ANDROSCOGGIN COUNTY
Tina M. Chaumard
REGISTER OF DEEDS

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment. For filings with the Registry of Deeds in Maine, Item 9 must provide current secured party information.

9a. ORGANIZATION'S NAME Farm Credit of Maine, ACA				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA** (For filings with the Registry of Deeds in Maine, Item 10 must provide current debtor information)

Name of Current Debtor(s): Apple Ridge Farms, Inc.

STATE OF MAINE UNIFORM COMMERCIAL CODE APPROVED BY SECRETARY OF STATE	
<div style="display: flex; justify-content: space-between;"> <div> BK 4206 PG 212 BK4206 PG212 </div> <div> CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3 </div> </div>	
INSTRUCTIONS: 1. PLEASE TYPE this form. Fold only along perforations for mailing. 2. Remove Secured Party and Debtor copies and send other 3 copies with interfiled carbon paper to the filing officer. 3. Contact Statute for filing fee. 4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 3" x 5" or 5" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any size paper that is convenient for the secured party. 5. At the time of filing, filing officer will return third copy as an acknowledgment.	
This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.	
1 Debtor(s) (Last Name First) and address(es) APPLE RIDGE FARMS, INC. P. O. Box 202 Turner, ME 04282	2 Secured Party(ies) and address(es) Farm Credit of Maine, ACA 615 Minot Avenue Auburn, ME 04210 06806
3 Identify date of entry For Filing Officer (Date, Time, Number, and Filing Office) BK4206 PG212 Androscoggin County Registry	
This statement refers to original Financing Statement No. BK 3270 PG 171 Date Filed JUNE 1 19 94	
A. Continuation <input checked="" type="checkbox"/>	B. Partial Release <input type="checkbox"/>
C. Assignment <input type="checkbox"/>	D. Other <input checked="" type="checkbox"/>
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	
MERGER	
Merger and name change: Effective January 1, 1995, Farm Credit of Androostook, ACA merged into Farm Credit of Southern Maine, ACA and this latter association changed its name to FARM CREDIT OF MAINE, ACA. Main office address: 615 Minot Ave., Auburn, ME.	
RECEIVED ANDROSCOGGIN S.S.	
Date 4/6/99	
ATTEST: By <u><i>James L. Perry</i></u> REGISTER OF DEEDS FILING OFFICER COPY - ALPHABETICAL MAINE PRINTING HOUSE, DUNHAM, ME (207) 253-7804	By <u><i>Van L. Perry</i></u> FARM CREDIT OF MAINE, ACA Secretary (Pres., V.P., Trust) Van L. Perry, Exec. Vice President Approved by Secretary of State, STATE OF MAINE

STATE OF MAINE
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1
Approved by Secretary of State

06.309

INSTRUCTIONS BK4115 PG168

1. PLEASE TYPE this form, 24c only alpha perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with Interchangeable various paper to the filing officer. Commence date for filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 3" x 8" or 8" x 10". Only one copy of each additional sheet need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral indebtedness, etc. may be on any size paper that is convenient for the secured party.
4. If collateral is crops or goods which are or are to become fixtures, describe the real estate and if the debtor does not have an interest of record give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later date, secured party may date and sign termination legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 Mailed date (if any):

1 Debtor(s) (Last Name First) and address(es):

APPLE RIDGE FARMS, INC.
P. O. Box 202
Turner, ME 04282

2 Secured Party(ies) and address(es):

20535
Farm Credit
of Maine, ACA
615 Minot Avenue
Auburn, Maine 04210

For Filing Officer (Date, Time, Number, and Filing Office):

RECEIVED
ANDROSCOGGIN S.S.
93 NOV 23 PM12:40

ATTEST:

Jeanne B. Clugston
REGISTER OF DEEDS

4 This Financing Statement covers the following type(s) of property:

** SEE ATTACHMENT A & SCHEDULE A **

HR.
VP.

ASSIGNEE OF SECURED PARTY

Name

Address

BK4115 PG168

Check ☒ If covered:

☒ Products of Collateral are also covered

☒ Proceeds of Collateral are also covered

No. of additional sheets presented:

Filed with: Androscoggin County Registry of Deeds, 2 Turner Street, Auburn, ME 04210

Date: 11/19/98

APPLE RIDGE FARMS, INC.

By: Harry Ricker, President

Farm Credit of Maine, ACA

By: Van L. Perry, Asst. Vice President

FILING OFFICER COPY - ALPHABETICAL

MARKS PRINTING HOUSE, DURHAM, ME (207) 353-7804

FORM U. C. C. 1

over

Approved by Secretary of State, STATE OF MAINE

Apple Ridge Farms, Inc.
P. O. Box 202
Turner, ME 04282

BK4115 PG169

**** ATTACHMENT A ****

The 1998 apple crop and all apples now planted or hereafter planted, grown, or harvested at any time in the future, and all now existing and after acquired inventories, and all accounts receivable for both the 1998 crop and all crops thereafter, the apple packing line, and the cider room equipment as detailed on Schedule A;

On a farm occupied and operated by the Debtor on Perkins Ridge Road, in the town of Auburn, State of Maine, known as Apple Ridge Farms, Inc., the record title to which is in the name of Apple Ridge Farms, Inc.

RECEIVED
0000000000 S.S.
NOV 23 PM 12:40
AFTER
James R. Gagnier
REGISTER OF DEEDS

FARM CREDIT OF MAINE, ACA 615 MINOT AVENUE AUBURN, ME 04210

STATE OF MAINE
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1
Approved by Secretary of State

53-677

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Consent marks for filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral inventories, etc. may be on any size paper that is convenient for the secured party.
4. If collateral is crops or goods which are or are to become fixtures, describe the real estate and if the debtor does not have an interest of record give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign termination legend and use third copy as a Termination Statement.

BK3270 PG171

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Apple Ridge Farms, Inc.
P.O. Box 202
Turner, ME 04282

2 Secured Party(ies) and address(es)

Farm Credit
of Southern Maine, ACA
P.O. Box 678
Auburn, Maine 04212-0678

For Filing Officer (Date, Time, Number, and Filing Office)

RECEIVED
ANDROSCOGGIN S.S.

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ATTEST:

Jeanne D. Ruggie
REGISTER OF DEEDS

4 This financing statement covers the following types (or items) of property:

All apples now planted or hereafter planted, grown, or harvested at any time in the future, and all now existing and after acquired inventories, and all accounts receivable.

On a farm of about 350 acres occupied and operated by the Debtor on Perkins Ridge Road in the city of Auburn, State of Maine, known as Apple Ridge Farms, the record title to which is in the name of Apple Ridge Farms, Inc, more particularly described in SCHEDULE A attached hereto and made a part thereof.

ASSIGNEE OF SECURED PARTY

Name BK3270 PG171
Address

Check ☒ if covered: ☒ Products of Collateral are also covered ☒ Proceeds of Collateral are also covered No. of additional Sheets presented

Filed with Androscoggin County Registry of Deeds, Auburn, Maine 04210

Date May 27, 1994

APPLE RIDGE FARMS, INC.

Farm Credit of Southern Maine, ACA

By *[Signature]* Signature(s) of Debtor(s) Harry Ricker

By *[Signature]* Signature(s) of Secured Party(ies)

Its: President
FILING OFFICER COPY - ALPHASETICAL

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SCHEDULE A

Those certain lots or parcels of land together with any buildings and improvements located thereon situated in Auburn and Minot, County of Androscoggin and State of Maine and being more particularly described as follows:

A. 1968 Otto H. Wallingford Parcels (Auburn):1. Parcel One:

A certain parcel of land on the Westerly side of Perkins Ridge Road, bounded and described as follows: On the North by land formerly owned by Samuel Lane, on the East by Perkins Ridge Road, on the South and West by land formerly owned by Martin Verrill. Said lot being twenty (20) rods, more or less, long on the Perkins Ridge Road and extending back from said road ten (10) rods, more or less, and containing one and one-fourth (1 1/4) acres, more or less.

Being the same premises conveyed to Otto H. Wallingford by Jessie M. Spofford by deed dated May 15, 1954, and recorded in Androscoggin Registry of Deeds, Book 706, Page 477.

2. Parcel Two:

An adjoining parcel of land bounded and described as follows: Beginning on the Westerly side of Perkins Ridge Road, so-called, at the Northerly line of Parcel One; thence in a Westerly direction by line of Parcel One a distance of about one hundred eighty (180) feet to the Northwesterly corner of Parcel One; thence in a Northwesterly direction a distance of about four hundred fifty (450) feet to the line of land conveyed by Everett Verrill to Bancroft H. Wallingford by deed dated November 19, 1944, recorded in Androscoggin County Registry of Deeds in Book 558, Page 441; thence in a Easterly direction by line of said land conveyed by Verrill to Wallingford a distance of about four hundred (400) feet to Perkins Ridge Road; thence in a Southerly direction by line of said road a distance of about four hundred (400) feet to the point of beginning.

Being a portion of the premises conveyed by Rosa E. Jasper to Bancroft H. Wallingford by deed dated December 20, 1946, recorded in said Registry in Book 591, Page 99, and also a portion of the premises conveyed by Bancroft H. Wallingford to Otto H. Wallingford by deed dated December 26, 1951, recorded in said Registry in Book 706, Page 217.

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3. Parcel Three:

An adjoining parcel of land on the Westerly side of Perkins Ridge Road being the twenty-seven (27) acre parcel of land, and the only parcel of land lying on the Westerly side of Perkins Ridge Road which was conveyed by Everett Verrill to Bancroft H. Wallingford by deed dated November 9, 1944, recorded in Androscoggin County Registry of Deeds in Book 558, Page 441, and being the same premises described in a deed dated November 28, 1863, recorded in said Registry in Book 13, Page 823, as follows:

Beginning at the Southeast corner of Edwin Verrill's land at a stone wall; thence Southerly by said road to Elbridge Will's land; thence Westerly and Southerly by said Will's land and Cyrus C. Verrill's land; thence Southerly by land of Cyrus C. Verrill to land of Luke Perkins to a stone wall; thence Westerly and Northerly by said Perkins land to Simeon Shaw's land; thence Easterly by said Shaw's and Edwin Verrill's land to the bound begun at. Said premises are part of the premises conveyed to Otto H. Wallingford by Bancroft H. Wallingford by deed dated December 26, 1951, recorded in said Registry in Book 706, Page 217.

EXCEPTING AND RESERVING out of Parcel Three, a four hundred (400) foot square parcel of land on which a storage and packing building stands, together with water rights in common with the Grantee in an artesian well located elsewhere on Parcel Three, all as hereinafter described.

Said excepted and reserved parcel is bounded and described as follows, viz: Beginning on the Westerly line of Perkins Ridge Road at a monument set in the ground five hundred and twelve (512) feet Northerly from the Northerly line of Parcel One (the Spofford lot); thence North eighty-seven degrees West (N 87° W) four hundred (400) feet to a corner; thence North three degrees East (N 3° E) four hundred (400) feet to a corner; thence South eighty-seven degrees East (S 87° E) four hundred (400) feet to a monument set in the ground on the Westerly line of Perkins Ridge Road; thence Southerly four hundred (400) feet by said road to the point of beginning.

Further excepting and reserving for the benefit of said excepted and reserved parcel, the right to draw water from a certain artesian well located elsewhere on Parcel three in the manner presently done and in common with the Grantee, its successors and assigns, together with the right to enter upon said Parcel Three when necessary for the purpose of repairing and replacing the pipes which presently service said storage and packing building, subject however to the obligation to restore the premises, after repairs have been

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performed, as near as may be practical to their prior state.

Said Parcel Three is also conveyed subject to water rights excepted and reserved for the benefit of the Parcel of land excepted and reserved by the Grantor out of Parcel Four.

4. Parcel Four:

Adjoining parcels of land on the Westerly side of Perkins Ridge Road, lying Northerly of Parcel Three and being all the land conveyed by George A. Roakes to Otto H. Wallingford by his deed dated January 15, 1957, recorded in Androscoggin County Registry of Deeds in Book 751, Page 531, with the exception of the parcel lying Easterly of Perkins Ridge Road which is numbered "Two" of the three other parcels in said deed.

EXCEPTING AND RESERVING out of Parcel Four, a parcel of land with the dwelling house thereon situated in the Northeastly corner of said parcel, together with water rights in common with the Grantee in an artesian well located on Parcel Three, as hereinafter described.

Said excepted and reserved parcel is bounded and described as follows, viz:

Beginning on the Westerly line of Perkins Ridge Road at a monument set in the ground two hundred fifty (250) feet Southerly from line of land of one Gardner; thence North eighty-nine degrees thirty minutes West (N 89° 30' W) two hundred (200) feet to a corner; thence North two degrees East (N 2° E) two hundred fifty (250) feet to line of said Gardner; thence South eighty-nine degrees thirty minutes East (S 89° 30' E) two hundred (200) feet to the Westerly line of said road at the southerly end of a stone wall; thence two hundred fifty (250) feet by said road to the point of beginning.

FURTHER EXCEPTING AND RESERVING for the benefit of said parcel excepted and reserved out of Parcel Four, the right to draw water from a certain artesian well located on Parcel Three, in the manner presently done and in common with the Grantee; its successors and assigns, and to pipe the same across Parcel Three and Parcel Four, together with the right to enter upon said parcels when necessary for the purpose of repairing and replacing the pipes which presently service said dwelling house, subject however to the obligation to restore the premises, after repairs have been performed, as near as may be practical to their prior state.

5. Parcel Five:

A certain parcel of land adjoining Parcel Four near its Northwesterly corner and being a three (3) acre lot, the third described parcel conveyed by Rosa E. Jasper to Bancroft Wallingford by her deed dated December 20, 1946, recorded in Androscoggin County Registry of Deeds in Book 591, Page 99, as follows:

Beginning at a stake on land formerly of Simeon Shaw and running Northerly to land formerly of William Millett; thence Northeasterly on said Millett's land one rod to Simeon Shaw's Northeasterly corner; thence on said Shaw's land various courses to a stake and stones on said Shaw's line; thence Southwesterly twelve (12) rods to the first mentioned bounds.

Being part of the premises conveyed by Bancroft H. Wallingford to Otto H. Wallingford by his deed dated December 24, 1951, recorded in said Registry, Book 706, Page 217.

6. Parcel Six:

A certain parcel of land on the Easterly side of Perkins Ridge Road in said Auburn, bounded and described as follows, viz:

Beginning on the Easterly side of Perkins Ridge Road at the Southwesterly corner of land of John Wallingford (formerly Hiram Dinwore); thence North eighty-four and one-half degrees East (N 84° E) on said Wallingford's line to the Northwesterly corner of a parcel of land conveyed by Adelard Gardner to Camille A. Gardner by deed dated November 1, 1961, recorded in Androscoggin County Registry of Deeds, Book 860, Page 239; thence in a Southerly direction by the stone wall marking the Westerly line of said land conveyed to Camille A. Gardner and by him subsequently conveyed to Lost Valley, Inc. to the Northeasterly corner of parcel of land conveyed by Evelyn H. Verrill to Velma A. Roakes by deed dated July 6, 1922, recorded in said Registry, Book 318, Page 416, and subsequently conveyed by George A. Roakes to Otto H. Wallingford by deed dated January 15, 1957, recorded in said Registry, Book 751, Page 531 (it being the parcel numbered "Two" of three other lots in said deed); thence in a Westerly direction by the Northerly line of said Roakes parcel forty-two and one-half (42½) rods, more or less, to Perkins Ridge Road; thence North two degrees West (N 2° W) by Perkins Ridge Road forty-two (42) rods, more or less, to the point of beginning. (Directions given for Parcel Six are from 1965 compass.)

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Being the same premises conveyed to Otto H. Wallingford by Arsene J. Gardner, et al by deed dated December 31, 1963, recorded in said Registry, Book 908, Page 226.

EXCEPTING AND RESERVING out of Parcel Six that certain right-of-way for all purposes of a way, to be used in common with the owners of Parcel Six, which was conveyed by Adalard Gardner to Camille A. Gardner by his deed dated November 1, 1961, recorded in Book 860, Page 239, and by him subsequently conveyed to Lost Valley, Inc. Said right-of-way was precisely located over the most southerly fifty (50) foot strip of Parcel Six, from Perkins Ridge Road to land of Lost Valley, Inc. by deed from Otto H. Wallingford to Lost Valley, Inc., dated May 17, 1968 and recorded in said Registry, Book _____, Page _____, which deed also bears the assent of Lost Valley, Inc. to the precise location.

7. Parcel Seven:

An adjoining parcel of land on the Easterly side of Perkins Ridge Road, bounded and described as follows:

Beginning at Everett Verrill's Northwesterly corner on the Easterly side of the road; thence running Easterly on said Everett Verrill's line forty (40) rods to an angle in said Everett Verrill's line; thence Northerly on said Everett Verrill's line twenty-six (26) rods and twelve (12) links; thence Westerly forty-two and one-half (42½) rods to said road; thence Southerly twenty-seven (27) rods, more or less, to the point begun at.

Being the parcel described as "Two" out of three lots in deed from George A. Roakas to Otto H. Wallingford by deed dated January 15, 1957, recorded in Androscoggin County Registry of Deeds, Book 751, Page 531.

8. Parcel Eight:

An adjoining parcel of land on the Easterly side of Perkins Ridge Road, bounded and described as follows:

Beginning on the Easterly line of said road at the Southerly corner of land conveyed by Minnie A. Pike to Bancroft H. Wallingford by deed dated June 17, 1944, recorded in Androscoggin County Registry of Deeds in Book 556, Page 382; thence Easterly by line of said land conveyed by Pike to its Southeasterly corner; thence Northerly by line of land conveyed by Otto H. Wallingford to Lost Valley, Inc. by deed dated May 19, 1965, recorded in said Registry in Book 908, Page 443, and corrected in deed from said Wallingford to Lost Valley, Inc. dated May 1, 1968, recorded in said Registry of Deeds in Book 908, Page 183; thence in a Northerly direction by line of said land of Lost Valley, Inc. a distance of about fifteen hundred (1,500) feet to a

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corner in said line; thence in a Westerly direction about one hundred (100) feet to the Southeastern corner of Parcel Seven; thence Westerly by line of Parcel Seven to the Easterly line of said road; thence Southerly by said road a distance of about fifteen hundred fifty (1,550) feet to the point of beginning.

Parcel Eight includes all the land conveyed by Minnie A. Pike to Bancroft H. Wallingford by her deed recorded in said Registry in Book 556, Page 382 and, excepting the portion thereof which was conveyed by Otto H. Wallingford to Lost Valley, Inc., all of the sixty (60) acre parcel and the thirteen (13) acre parcel conveyed by Everett Verrill to Bancroft H. Wallingford in his deed dated November 9, 1944, recorded in said Registry in Book 558, Page 441. A description of said sixty (60) acre parcel may be found in said Registry in Book 56, Page 259. A description of said thirteen (13) acre parcel may be found in said Registry in Book 35, page 274.

EXCEPTING AND RESERVING, in common with the Grantee, its successors and assigns, an easement or right-of-way fifty (50) feet wide, for travel, utility lines and any other lawful purpose, passing from Perkins Ridge Road Easterly to land conveyed by Otto H. Wallingford to Lost Valley Inc. by deed dated May 19, 1968, recorded in said Registry, Book 918, Page 443.

Said right-of-way shall be centered on a line which begins on the Easterly line of Perkins Ridge Road at a point directly opposite a monument set in the ground to mark the Southeastern corner of Otto H. Wallingford's storage and packing house lot and then runs South eighty-seven degrees East (S 87° E) in a straight line to said land of Lost Valley, Inc.

The right-of-way excepted and reserved across Parcel Eight is the first described right-of-way in deed from Otto H. Wallingford dated May 17, 1968, recorded in said Registry, Book _____, Page _____.

9. Parcel Nine:

An adjoining parcel of land on the Easterly side of Perkins Ridge Road bounded and described as follows:

Beginning at the Southwestern corner of Parcel Eight on said road; thence in an Easterly direction a distance of about eight hundred (800) feet by line of Parcel Eight, to line of land conveyed by Otto H. Wallingford to Lost Valley, Inc. by deed dated May 19, 1968, recorded in Androscoggin County Registry of Deeds, Book 918, Page 443, as corrected by his deed of May 1, 1968, recorded in said Registry, Book 988, Page 183; thence in a Southeasterly direction along a

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stone wall, by line of said land of Lost Valley, Inc. a distance of about six hundred (600) feet to an iron pipe set in the wall, in said line; thence South sixty-one degrees seven minutes West ($S 61^{\circ} 07' W$) three hundred (300) feet to a monument set in the ground; thence South eight-seven degrees West ($S 87^{\circ} W$) two hundred eighty-four (284) feet to a monument set in the ground at a point four hundred seventy-five (475) feet distant from the center line of Perkins Ridge Road; thence South three degrees thirty minutes West ($S 3^{\circ} 30' W$) one thousand ten (1,010) feet in a straight line, parallel to the line of Perkins Ridge Road, to an iron rod set in the stone wall on the Southerly line of the land conveyed by Anthony Stelmok at 21 to Otto H. Wallingford by deed dated July 11, 1960, recorded in said Registry in Book 833, Page 48, which pin is located two hundred and ninety-eight (298) feet Northeastly from the Northeastly corner of lot of land now or formerly of Henry Jones and also four hundred seventy-five (475) feet on a perpendicular from the center line of Perkins Ridge Road; thence by line of said lot conveyed by Stelmoks along stone wall in a Southwesterly direction a distance of about six hundred (600) feet to the Easterly line of Perkins Ridge Road; thence Northerly along said road about six hundred fifty (650) feet to land now or formerly of Howard Verrill; thence Easterly by stone wall along said Verrill land about three hundred seventy (370) feet to a corner; thence Northerly by stone wall by said Verrill's land about five hundred (500) feet to a corner; thence Westerly along a stone wall and said Verrill's land about two hundred seventy (270) feet to the Easterly line of Perkins Ridge Road; thence Northerly by said road about eight hundred (800) feet to the point of beginning.

EXCEPTING AND RESERVING in common with the Grantee, its successors and assigns, an easement or right-of-way fifty (50) feet wide, for travel, utility lines and any other lawful purpose, passing from Perkins Ridge Road along the Southerly line of Parcel Eight to the other portion of said land conveyed by said Stelmoks to Otto H. Wallingford which is not included in this conveyance.

Parcel Nine is a portion of the premises conveyed by Anthony Stelmok and Helen J. Stelmok by deed dated July 11, 1960, recorded in Androscoggin County Registry of Deeds in Book 833, Page 48.

10. There is also released, without covenant, all Grantor's right, title and interest in certain option rights with reference to the storage and packing house parcel excepted from Parcel Three.

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Items A.1 through A.10 above being the same premises described in a deed from Otto H. Wallingford to West Brass Orchards, Inc. dated June 3, 1968 and recorded in the Androscoggin County Registry of Deeds, Book 283, Page 92.

B. Bancroft H. Wallingford Parcels (Auburn and Minot, as indicated):

1. Parcel One:

In Auburn; beginning on the Westerly line of Perkins Ridge Road at a monument set in the ground marking the Northeastly corner of the parcel of land reserved and excepted by me from this sale for my residence; said monument being situated about three hundred fifty (350) feet distant in a straight line from the intersection of said Westerly line of Perkins Ridge Road with the Northerly line of the Hatfield Road, as it is now defined; thence on said Perkins Ridge Road in a Northerly direction to land formerly of George Newton; thence Northwestly on said Newton's land to an angle in the wall; thence Northeastly by said Newton's land to an angle in the wall; thence Northwestly by said Newton's land to an iron post in the wall; thence on Westerly by said Newton's land to an iron post; thence Northeastly by brush and wire fence to land formerly of William H. Chadburn or Chadbourne; thence Northwestly by said Chadbourne's line to the Town line or curved line; thence on said curved line southerly to land formerly of E. M. Verrill; thence Southeastly on land of E. M. Verrill to the Minot Centre Road (now called the Hatfield Road); thence Easterly by said Hatfield Road to a monument set in the ground, marking the Southwestly corner of the lot excepted and reserved by Bancroft H. Wallingford as his residence, which monument is located about three hundred (300) feet away from Perkins Ridge Road; thence North nine degrees thirty-four minutes East (N 9° 34' E), four hundred forty-nine and four-tenths (449.4) feet to a monument marking another corner of the residence lot; thence South seventy-one degrees forty-nine minutes East (S 71° 49' E), a distance of three hundred sixty-six and five-tenths (366.3) feet to the point of beginning.

Being the first parcel of land conveyed to Bancroft H. Wallingford by John Wallingford in his deed dated February 28, 1917, recorded in Androscoggin County Registry of Deeds, Book 274, Page 29, with the exception of the parcel of land excepted and reserved by him for his residence.

2. Parcel Two:

In Minot; beginning at the stone post at the Northwest corner of Parcel One; thence running Northerly one line of land formerly of A. B. Latham Northerly to the brook and by the brook to an old stone dam; thence South and West by land

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Being the second parcel of land conveyed by John Wallingford in said deed recorded in Book 274, Page 29.

In Auburn, being the same premises conveyed to Bancroft H. Wallingford by Harrison G. Burnham by deed dated July 24, 1934, recorded in Andovercoggin Registry of Deeds in Book 442, Page 88, which premises is comprised of four parcels more particularly described in the following deeds, which deeds and their respective records are by this reference expressly incorporated herein.

Deed of Virgil P. Rounds to Edward H. Shaw, dated August 16, 1873, recorded in Book 76, Page 84.

Dead of Samuel Hyde to Moyren C. Newton, dated June 24, 1889, recorded in Book 131, Page 266.

In Auburn; beginning on the Westerly side of Perkins Ridge Road at a point between the location of the house formerly owned by Calah Mill and the location of the house formerly owned by Benjamin A. Hill, which point is about four (4) rods Northerly from the location of the Calah Hill House; thence North thirty degrees West (N 30° W) six (6) rods and five (5) links; thence North six degrees West (N 6° W) twenty-five and one-half (25½) rods to William Millett's and John Verrill's corner; thence Northeasterly by John Verrill's land to other land of said John Verrill; thence Southeasterly by said John Verrill's land to said road; thence Southwesterly by said road about two hundred sixty-seven (267) feet to a point opposite the Southwesterly side of a stone wall; thence crossing said road to the Southwesterly line of a stone wall at the corner of a lot of land conveyed by me to Otto H. Wallingford by deed dated May

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17, 1968; thence in a Southeasterly direction by various courses following the southerly or southwesterly line of said stone wall, and the line of the lot of land conveyed to Otto H. Wallingford, as follows: (about two hundred (200) feet Southeasterly to a corner; about four hundred fifty (450) feet South-Southeasterly to a corner; about one hundred (100) feet Southwesterly to a corner; about two thousand (2,000) feet Southeasterly to a corner) until it reaches the Southeasterly boundary of the parcel of land conveyed by Robert H. Buckley and Frieda Y. Buckley to Bancroft H. Wallingford by deed dated December 4, 1947, recorded in Androscoggin Registry of Deeds in Book 606, Page 246; thence Southwesterly by land formerly of Luke Perkins to the corner of land formerly of Miram Dinsmore; thence Northwesterly by said Dinsmore's land and land formerly of Cyrus J. Verrill to said Perkins Ridge Road; thence Northeasterly by said road to a point on the Easterly line of said road opposite the point of beginning; thence crossing said road in a Northeasterly course to the point of beginning. There is also conveyed as a part of said Parcel Four, a certain piece of pasture land adjoining the pasture of the homestead farm.

Parcel Four consists of the same premises conveyed to Bancroft H. Wallingford by said Buckleys by their deed recorded in Book 606, Page 246, excepting only the above-mentioned portion thereof conveyed to Otto H. Wallingford by Bancroft H. Wallingford.

5. Parcel Five:

In Auburn; a certain lot or parcel of land situated on the Southeasterly side of the Hatfield Road, bounded on the North by said road and on the East, South and West by stone walls which mark boundaries of land formerly of Edward H. Verrill, and being property formerly assessed to heirs of Josiah Perkins, and being the same premises conveyed to Bancroft Wallingford by Tax Collector's deed from the Collector of the City of Auburn dated February 23, 1934, recorded in Androscoggin Registry of Deeds, Book 440, Page 216.

Said Parcel Five is conveyed without warranties except for the sole covenant that the Grantor will warrant and defend the premises to the grantee, his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under the Grantor.

6. Option:

There is also released to the Grantee, its successors and assigns, without covenant, all right title and interest in an option of first refusal to purchase the Bancroft H. Wallingford residence (meaning the parcel of land, with the

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buildings thereon, conveyed by me to Dorothy M. Sawyer and by her back to me by deeds dated May 17, 1968, to be recorded), at the price and terms as offered by any bonafide purchaser other than a descendant of Bancroft H. Wallingford, there being reserved to each such descendant the right to acquire said premises on preferred basis ahead of the Grantee, without terminating the Grantee's option of first refusal on subsequent resale. Upon the delivery to the recorded title holder of this option by Bancroft H. Wallingford, or Winifred O. Wallingford, his wife, or the Estate of either of them, or a descendant of Bancroft H. Wallingford, of written notice that the notice giver has legal right to sell and has decided to sell the optioned premises at the price and upon the terms offered by a bonafide purchaser, other than the aforesaid excepted persons, which price and terms shall be fully set forth therein, the said option holder shall have a period of thirty days from the date of delivery to it of such written notice, expiring at midnight eastern standard time on the thirtieth full calendar day thereafter, within which period to deliver to the seller its signed written notice of intention to exercise the option. Certified or registered mail delivery of notices to the last known address of the person to whom notice is to be given shall be considered for purposes of this option actual delivery to such person. If the option is exercised, conveyance by warranty deed, free of all encumbrances, shall be made and purchase price shall be paid contemporaneously in accordance with the terms of the offer, within fifteen days thereafter. If the option is not exercised by the grantee in manner aforesaid, the seller shall be free to convey the premises to the bonafide purchaser in accordance with the offer described, and the Grantee's right of first refusal shall thereupon be forever terminated.

Items B.1 through B.6 above being the same premises conveyed to West Breeze Orchards, Inc. by Bancroft H. Wallingford by Warranty Deed dated June 3, 1968 and recorded in said Registry of Deeds, Book 989, page 97.

C. Otto H. Wallingford (1962) (Auburn):

1. A certain lot or parcel of land with the storage and packing building thereon beginning on the westerly line of Perkins Ridge Road at a monument set in the ground five hundred and twelve (512) feet Northerly from the Northerly line of the lot of land conveyed by Jessie M. Spafford to Otto H. Wallingford by deed dated May 13, 1954, recorded in Androscoggin County Registry of Deeds, Book 706, Page 477; thence North Eighty-seven degrees West (N 87° W) four hundred (400) feet to a corner; thence North three degrees East (N 3° E) four hundred (400) feet to a corner; thence South eighty-seven degrees East (S 87° E) four hundred (400) feet to a monument set in the ground on the westerly line of

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Parkins Ridge Road; thence Southerly four hundred (400) feet by said road to the point of beginning.

Being a part of the premises conveyed by Bancroft H. Wallingford to Otto H. Wallingford by deed dated December 26, 1951, recorded in Androscoggin County Registry of Deeds, Book 786, Page 217.

Said parcel is the parcel reserved out of Parcel Three in deed from Otto H. Wallingford to West Breeze Orchards, Inc. dated June 3, 1968 and recorded in said Registry, Book 989, Page 92 and is conveyed together with appurtenant easements as described in said deed.

2. Another certain lot or parcel of land with the dwelling house thereon situated on the westerly side of Parkins Ridge Road, in said Auburn, bounded and described as follows:

Beginning on the westerly line of Parkins Ridge Road at a monument set in the ground two hundred fifty (250) feet Southerly from line of land of one Gardner; thence North eighty-nine degrees thirty minutes West (N 89° 30' W) two hundred (200) feet to a corner; thence North two degrees East (N 2° E) two hundred fifty (250) feet to a line of said Gardner; thence South eighty-nine degrees thirty minutes East (S 89° 30' E) two hundred (200) feet to the westerly line of said road at the southerly end of a stone wall; thence two hundred fifty (250) feet by said road to the point of beginning.

Being a portion of the premises conveyed by George A. Roakes to Otto H. Wallingford by deed dated January 15, 1957 recorded in Androscoggin Registry of Deeds, Book 731, Page 531 and being the parcel of land reserved out of Parcel Four in deed from Otto H. Wallingford to West Breeze Orchards, Inc. dated June 3, 1968 recorded in said Registry in Book 989, Page 92.

Said premises are conveyed with appurtenant easements as set forth in the aforesaid deed to West Breeze Orchards, Inc.

Items C.1 through C.2 above being the same premises conveyed to West Breeze Orchards, Inc. by Otto H. Wallingford by Warranty Deed dated May 28, 1969 and recorded in said Registry of Deeds, Book 1003, Page 549.

D. JUNE V. DeCOSTER, et al.

1. Beginning at a point on the easterly line of the Parkins Ridge Road at the southwesterly corner of the land of June V. DeCoster, et al. situated on the easterly line of said Road; thence the line runs in an easterly direction

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along the stone wall a distance of Three Hundred Twenty (320) Feet to a point; thence the line runs in a northerly direction along a stone wall a distance of Four Hundred Thirty-Nine (439) Feet to a point; thence the line runs in a westerly direction along a stone wall a distance of One Hundred Eighty-Three (183) Feet to said line of the Perkins Ridge Road; thence the line runs in a southerly direction along the Perkins Ridge Road a distance of Four Hundred Thirty-Two (432) Feet to the point of beginning.

Meaning and intending to convey to the Grantee all of the land on the westerly side of the Perkins Ridge Road in Auburn, Maine, owned by the late Howard Verrill at the time of his death. The parcel being conveyed is believed to contain approximately two (2) acres of land and to be those premises described in the Androscoggin County Registry of Deeds in Book 648, Page 305 and 306. June V. DeCoster, et al. derived their title as heirs-at-law of the late Howard M. Verrill, who died on January 22, 1974; see Androscoggin County Registry of Probate Docket #38286. Reference is also made to the Warranty deed of Michael A. Verrill to these Grantors, dated April 5, 1977, and recorded in said Registry in Book 1258, Page 71.

Item D.1 above being the same premises conveyed to West Breese Orchards, Inc. by June V. DeCoster, et al. by Warranty Deed dated December 29, 1983 and recorded in said Registry of Deeds, Book 1697, Page 286.

Excepting from all of the above-referenced lots or parcels of land (A.1-A.10, B.1-B.6, C.1-C.2, D.1) the following:

1. Easement rights described in a deed dated June 20, 1969 and recorded in said Registry of Deeds, Book 1010, Page 767.
2. Those premises described in a deed to Maurice Boussiere and Jacqueline Boussiere dated January 30, 1973 and recorded in said Registry of Deeds, Book 1068, Page 625.
3. Those premises described in a deed to Central Maine Power Company dated April 22, 1975 and recorded in said Registry of Deeds, Book 1150, Page 331.
4. Those premises described in a deed to Kay I. Pinkham dated October 27, 1977 and recorded in said Registry of Deeds in Book 1303, Page 307.
5. Those premises described in a deed to Gary Bazinet and Karen Bazinet dated June 21, 1978 and recorded in said Registry of Deeds in Book 1347, Page 144.

BK3270 PG185

subject also to the following restrictions, encumbrances and other matters:

Subject also to the month-to-month tenancy of Reuben Gamache and Irene Gamache and to the month-to-month tenancy of Len Blake and Julia Blake.

Poor Copy At Time Of Recording
With Said Documents Clearly

RECEIVED
ANDRESCOTT S.C.

94 JUN -1 AM 10:49

ATTEST:

James H. Rayner
REGISTER OF DEEDS

QUITCLAIM DEED WITH COVENANT

KNOW ALL MEN BY THESE PRESENTS, that WEST BREEZE ORCHARDS, INC., a Maine corporation with a principal place of business in Auburn, County of Androscoggin and State of Maine ("Grantor") in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by APPLE RIDGE FARMS, INC., a Maine corporation with a mailing address at Turner, Maine 04282 ("Grantee"), the receipt and sufficiency whereof Grantor does hereby acknowledge, does hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY and forever QUITCLAIM unto the said APPLE RIDGE FARMS, INC., its successors and assigns forever, those certain lots or parcels of land together with the buildings and improvements thereon, situated in Auburn and Minot, County of Androscoggin and State of Maine and more particularly described in Schedule A, attached hereto and made a part hereof.

Excepting and reserving to the Grantor, its successors and assigns, a right of first refusal over the premises described in said Schedule A, or any part thereof, said right of first refusal to continue until June 1, 2011.

Grantee shall submit to Grantor, its successors and assigns, at Grantor's address above or at such other address as Grantor may notify Grantee in writing, a copy of all signed bonafide offers on the premises, or any part thereof, which notification shall be deemed an offer to sell the same to Grantor on such terms and Grantor shall have 30 days within which to accept said offer, and if not Grantee may convey the same to the original offerer on the same terms and Grantor shall be deemed to have waived its first refusal with respect to the interest in the premises sold. This waiver shall not apply to conveyances to Grantee's owners, officers, directors or affiliates and the right of refusal shall remain in full force.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Grantee, its successors and assigns, to its and their use and behoof forever.

And Grantor does covenant with the said Grantee, its successors and assigns, that Grantor and Grantor's heirs shall and will warrant and defend the premises to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under Grantor.

MAINE REAL ESTATE
TRANSFER TAX PAID

Ref.
Expired
1
expired

BK2758 PG227

IN WITNESS WHEREOF, the said WEST BREEZE ORCHARDS, INC. has caused this instrument to be executed under seal by Paul Fremont-Smith, Jr., its President duly authorized, this 21st day of November, 1991.

WEST BREEZE ORCHARDS, INC.

S. L. M. S.
WITNESS

By: Paul Fremont-Smith, Jr.
Its President

State of Maine
County of Androscoggin, ss.

November 21, 1991

Personally appeared the above-named Paul Fremont-Smith, Jr., President of West Breeze Orchards, Inc., and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said West Breeze Orchards, Inc.

Before me,

S. L. M. S.
~~Notary Public/Attorney at Law~~

E. WILLIAM STOCKMEYER
Type or Print Name

~~Date Commission Expires~~

OVER

SCHEDULE A

Those certain lots or parcels of land together with any buildings and improvements located thereon situated in Auburn and Minot, County of Androscoggin and State of Maine and being more particularly described as follows:

A. 1968 Otto H. Wallingford Parcels (Auburn):

1. Parcel One:

A certain parcel of land on the Westerly side of Perkins Ridge Road, bounded and described as follows: On the North by land formerly owned by Samuel Lane, on the East by Perkins Ridge Road, on the South and West by land formerly owned by Martin Verrill. Said lot being twenty (20) rods, more or less, long on the Perkins Ridge Road and extending back from said road ten (10) rods, more or less, and containing one and one-fourth (1 $\frac{1}{4}$) acres, more or less.

Being the same premises conveyed to Otto H. Wallingford by Jessie M. Spofford by deed dated May 15, 1954, and recorded in Androscoggin Registry of Deeds, Book 706, Page 477.

2. Parcel Two:

An adjoining parcel of land bounded and described as follows: Beginning on the Westerly side of Perkins Ridge Road, so-called, at the Northerly line of Parcel One; thence in a Westerly direction by line of Parcel One a distance of about one hundred eighty (180) feet to the Northwestern corner of Parcel One; thence in a Northwesterly direction a distance of about four hundred fifty (450) feet to the line of land conveyed by Everett Verrill to Bancroft H. Wallingford by deed dated November 19, 1944, recorded in Androscoggin County Registry of Deeds in Book 558, Page 441; thence in a Easterly direction by line of said land conveyed by Verrill to Wallingford a distance of about four hundred (400) feet to Perkins Ridge Road; thence in a Southerly direction by line of said road a distance of about four hundred (400) feet to the point of beginning.

Being a portion of the premises conveyed by Rosa E. Jasper to Bancroft H. Wallingford by deed dated December 20, 1946, recorded in said Registry in Book 591, Page 99, and also a portion of the premises conveyed by Bancroft H. Wallingford to Otto H. Wallingford by deed dated December 26, 1951, recorded in said Registry in Book 706, Page 217.

3. Parcel Three:

An adjoining parcel of land on the Westerly side of Perkins Ridge Road being the twenty-seven (27) acre parcel of land, and the only parcel of land lying on the Westerly side of Perkins Ridge Road which was conveyed by Everett Verrill to Bancroft H. Wallingford by deed dated November 9, 1944, recorded in Androscoggin County Registry of Deeds in Book 558, Page 441, and being the same premises described in a deed dated November 28, 1863, recorded in said Registry in Book 33, Page 523, as follows:

Beginning at the Southeasterly corner of Edwin Verrill's land at a stone wall; thence Southerly by said road to Elbridge Will's land; thence Westerly and Southerly by said Will's land and Cyrus C. Verrill's land; thence Southerly by land of Cyrus C. Verrill to land of Luke Perkins to a stone wall; thence Westerly and Northerly by said Perkins land to Simeon Shaw's land; thence Easterly by said Shaw's and Edwin Verrill's land to the bound begun at. Said premises are part of the premises conveyed to Otto H. Wallingford by Bancroft H. Wallingford by deed dated December 26, 1951, recorded in said Registry in Book 706, Page 217.

EXCEPTING AND RESERVING out of Parcel Three, a four hundred (400) foot square parcel of land on which a storage and packing building stands, together with water rights in common with the Grantee in an artesian well located elsewhere on Parcel Three, all as hereinafter described.

Said excepted and reserved parcel is bounded and described as follows, viz: Beginning on the Westerly line of Perkins Ridge Road at a monument set in the ground five hundred and twelve (512) feet Northerly from the Northerly line of Parcel One (the Spofford lot); thence North eighty-seven degrees West (N 87° W) four hundred (400) feet to a corner; thence North three degrees East (N 3° E) four hundred (400) feet to a corner; thence South eighty-seven degrees East (S 87° E) four hundred (400) feet to a monument set in the ground on the Westerly line of Perkins Ridge Road; thence Southerly four hundred (400) feet by said road to the point of beginning.

Further excepting and reserving for the benefit of said excepted and reserved parcel, the right to draw water from a certain artesian well located elsewhere on Parcel three in the manner presently done and in common with the Grantee, its successors and assigns, together with the right to enter upon said Parcel Three when necessary for the purpose of repairing and replacing the pipes which presently service said storage and packing building, subject however to the obligation to restore the premises, after repairs have been

performed, as near as may be practical to their prior state.

Said Parcel Three is also conveyed subject to water rights excepted and reserved for the benefit of the Parcel of land excepted and reserved by the Grantor out of Parcel Four.

4. Parcel Four:

Adjoining parcels of land on the Westerly side of Perkins Ridge Road, lying Northerly of Parcel Three and being all the land conveyed by George A. Roakes to Otto H. Wallingford by his deed dated January 15, 1957, recorded in Androscoggin County Registry of Deeds in Book 751, Page 531, with the exception of the parcel lying Easterly of Perkins Ridge Road which is numbered "Two" of the three other parcels in said deed.

EXCEPTING AND RESERVING out of Parcel Four, a parcel of land with the dwelling house thereon situated in the Northeasterly corner of said parcel, together with water rights in common with the Grantee in an artesian well located on Parcel Three, as hereinafter described.

Said excepted and reserved parcel if bounded and described as follows, viz:

Beginning on the Westerly line of Perkins Ridge Road at a monument set in the ground two hundred fifty (250) feet Southerly from line of land of one Gardner; thence North eighty-nine degrees thirty minutes West (N 89° 30' W) two hundred (200) feet to a corner; thence North two degrees East (N 2° E) two hundred fifty (250) feet to line of said Gardner; thence South eighty-nine degrees thirty minutes East (S 89° 30' E) two hundred (200) feet to the Westerly line of said road at the Southerly end of a stone wall; thence two hundred fifty (250) feet by said road to the point of beginning.

FURTHER EXCEPTING AND RESERVING for the benefit of said parcel excepted and reserved out of Parcel Four, the right to draw water from a certain artesian well located on Parcel Three, in the manner presently done and in common with the Grantee; its successors and assigns, and to pipe the same across Parcel Three and Parcel Four, together with the right to enter upon said parcels when necessary for the purpose of repairing and replacing the pipes which presently service said dwelling house, subject however to the obligation to restore the premises, after repairs have been performed, as near as may be practical to their prior state.

5. Parcel Five:

A certain parcel of land adjoining Parcel Four near its Northwestern corner and being a three (3) acre lot, the third described parcel conveyed by Rosa E. Jasper to Bancroft Wallingford by her deed dated December 20, 1946, recorded in Androscoggin County Registry of Deeds in Book 591, Page 99, as follows:

Beginning at a stake on land formerly of Simeon Shaw and running Northerly to land formerly of William Millett; thence Northeasterly on said Millett's land one rod to Simeon Shaw's Northeasterly corner; thence on said Shaw's land various courses to a stake and stones on said Shaw's line; thence Southwesterly twelve (12) rods to the first mentioned bounds.

Being part of the premises conveyed by Bancroft H. Wallingford to Otto H. Wallingford by his deed dated December 26, 1951, recorded in said Registry, Book 706, Page 217.

6. Parcel Six:

A certain parcel of land on the Easterly side of Perkins Ridge Road in said Auburn, bounded and described as follows, viz:

Beginning on the Easterly side of Perkins Ridge Road at the Southwesterly corner of land of John Wallingford (formerly Hiram Dinsmore); thence North eighty-four and one-half degrees East (N 84° E) on said Wallingford's line to the Northwestern corner of a parcel of land conveyed by Adelard Gardner to Camille A. Gardner by deed dated November 1, 1961, recorded in Androscoggin County Registry of Deeds, Book 860, Page 239; thence in a Southerly direction by the stone wall marking the Westerly line of said land conveyed to Camille A. Gardner and by him subsequently conveyed to Lost Valley, Inc. to the Northeasterly corner of parcel of land conveyed by Evelyn H. Verrill to Velma A. Roakes by deed dated July 6, 1922, recorded in said Registry, Book 318, Page 416, and subsequently conveyed by George A. Roakes to Otto H. Wallingford by deed dated January 15, 1957, recorded in said Registry, Book 751, Page 531 (it being the parcel numbered "Two" of three other lots in said deed); thence in a Westerly direction by the Northerly line of said Roakes parcel forty-two and one-half (42½) rods, more or less, to Perkins Ridge Road; thence North two degrees West (N 2° W) by Perkins Ridge Road forty-two (42) rods, more or less, to the point of beginning. (Directions given for Parcel Six are from 1865 compass.)

Being the same premises conveyed to Otto H. Wallingford by Arsene J. Gardner, et al by deed dated December 31, 1963, recorded in said Registry, Book 908, Page 226.

EXCEPTING AND RESERVING out of Parcel Six that certain right-of-way for all purposes of a way, to be used in common with the owners of Parcel Six, which was conveyed by Adelard Gardner to Camille A. Gardner by his deed dated November 1, 1961, recorded in Book 860, Page 239, and by him subsequently conveyed to Lost Valley, Inc. Said right-of-way was precisely located over the most Southerly fifty (50) foot strip of Parcel Six, from Perkins Ridge Road to land of Lost Valley, Inc. by deed from Otto H. Wallingford to Lost Valley, Inc., dated May 17, 1968 and recorded in said Registry, Book _____, Page _____, which deed also bears the assent of Lost Valley, Inc. to the precise location.

7. Parcel Seven:

An adjoining parcel of land on the Easterly side of Perkins Ridge Road, bounded and described as follows:

Beginning at Everett Verrill's Northwesterly corner on the Easterly side of the road; thence running Easterly on said Everett Verrill's line forty (40) rods to an angle in said Everett Verrill's line; thence Northerly on said Everett Verrill's line twenty-six (26) rods and twelve (12) links; thence Westerly forty-two and one-half (42½) rods to said road; thence Southerly twenty-seven (27) rods, more or less, to the point begun at.

Being the parcel described as "Two" out of three lots in deed from George A. Roakes to Otto H. Wallingford by deed dated January 15, 1957, recorded in Androscoggin County Registry of Deeds, Book 751, Page 531.

8. Parcel Eight:

An adjoining parcel of land on the Easterly side of Perkins Ridge Road, bounded and described as follows:

Beginning on the Easterly line of said road at the Southerly corner of land conveyed by Minnie A. Pike to Bancroft H. Wallingford by deed dated June 17, 1944, recorded in Androscoggin County Registry of Deeds in Book 556, Page 382; thence Easterly by line of said land conveyed by Pike to its Southeasterly corner; thence Northerly by line of land conveyed by Otto H. Wallingford to Lost Valley, Inc. by deed dated May 19, 1965, recorded in said Registry in Book 938, Page 443, and corrected in deed from said Wallingford to Lost Valley, Inc. dated May 1, 1968, recorded in said Registry of Deeds in Book 988, Page 183; thence in a Northerly direction by line of said land of Lost Valley, Inc. a distance of about fifteen hundred (1,500) feet to a

corner in said line; thence in a Westerly direction about one hundred (100) feet to the Southeasterly corner of Parcel Seven; thence Westerly by line of Parcel Seven to the Easterly line of said road; thence Southerly by said road a distance of about fifteen hundred fifty (1,550) feet to the point of beginning.

Parcel Eight includes all the land conveyed by Minnie A. Pike to Bancroft H. Wallingford by her deed recorded in said Registry in Book 556, Page 382 and, excepting the portion thereof which was conveyed by Otto H. Wallingford to Lost Valley, Inc., all of the sixty (60) acre parcel and the thirteen (13) acre parcel conveyed by Everett Verrill to Bancroft H. Wallingford in his deed dated November 9, 1944, recorded in said Registry in Book 558, Page 441. A description of said sixty (60) acre parcel may be found in said Registry in Book 56, Page 259. A description of said thirteen (13) acre parcel may be found in said Registry in Book 35, page 274.

EXCEPTING AND RESERVING, in common with the Grantee, its successors and assigns, an easement or right-of-way fifty (50) feet wide, for travel, utility lines and any other lawful purpose, passing from Perkins Ridge Road Easterly to land conveyed by Otto H. Wallingford to Lost Valley Inc. by deed dated May 19, 1965, recorded in said Registry, Book 938, Page 443.

Said right-of-way shall be centered on a line which begins on the Easterly line of Perkins Ridge Road at a point directly opposite a monument set in the ground to mark the Southeasterly corner of Otto H. Wallingford's storage and packing house lot and then runs South eighty-seven degrees East (S 87° E) in a straight line to said land of Lost Valley, Inc.

The right-of-way excepted and reserved across Parcel Eight is the first described right-of-way in deed from Otto H. Wallingford dated May 17, 1968, recorded in said Registry, Book ____, Page ____.

9. Parcel Nine:

An adjoining parcel of land on the Easterly side of Perkins Ridge Road bounded and described as follows:

Beginning at the Southwesterly corner of Parcel Eight on said road; thence in an Easterly direction a distance of about eight hundred (800) feet by line of Parcel Eight, to line of land conveyed by Otto H. Wallingford to Lost Valley, Inc. by deed dated May 19, 1965, recorded in Androscoggin County Registry of Deeds, Book 938, Page 443, as corrected by his deed of May 1, 1968, recorded in said Registry, Book 988, Page 183; thence in a Southeasterly direction along a

stone wall, by line of said land of Lost Valley, Inc. a distance of about six hundred (600) feet to an iron pipe set in the wall, in said line; thence South sixty-one degrees seven minutes West (S 61° 07' W) three hundred (300) feet to a monument set in the ground; thence South eight-seven degrees West (S 87° W) two hundred eighty-four (284) feet to a monument set in the ground at a point four hundred seventy-five (475) feet distant from the center line of Perkins Ridge Road; thence South three degrees thirty minutes West (S 3° 30' W) one thousand ten (1,010) feet in a straight line, parallel to the line of Perkins Ridge Road, to an iron rod set in the stone wall on the Southerly line of the land conveyed by Anthony Stelmok et al to Otto H. Wallingford by deed dated July 11, 1960, recorded in said Registry in Book 833, Page 48, which pin is located two hundred and ninety-eight (298) feet Northeasterly from the Northeasterly corner of lot of land now or formerly of Henry Jones and also four hundred seventy-five (475) feet on a perpendicular from the center line of Perkins Ridge Road; thence by line of said lot conveyed by Stelmoks along stone wall in a Southwesterly direction a distance of about six hundred (600) feet to the Easterly line of Perkins Ridge Road; thence Northerly along said road about six hundred fifty (650) feet to land now or formerly of Howard Verrill; thence Easterly by stone wall along said Verrill land about three hundred seventy (370) feet to a corner; thence Northerly by stone wall by said Verrill's land about five hundred (500) feet to a corner; thence Westerly along a stone wall and said Verrill's land about two hundred seventy (270) feet to the Easterly line of Perkins Ridge Road; thence Northerly by said road about eight hundred (800) feet to the point of beginning.

EXCEPTING AND RESERVING in common with the Grantee, its successors and assigns, an easement or right-of-way fifty (50) feet wide, for travel, utility lines and any other lawful purpose, passing from Perkins Ridge Road along the Southerly line of Parcel Eight to the other portion of said land conveyed by said Stelmoks to Otto H. Wallingford which is not included in this conveyance.

Parcel Nine is a portion of the premises conveyed by Anthony Stelmok and Helen J. Stelmok by deed dated July 11, 1960, recorded in Androscoggin County Registry of Deeds in Book 833, Page 48.

10. There is also released, without covenant, all Grantor's right, title and interest in certain option rights with reference to the storage and packing house parcel excepted from Parcel Three.

Items A.1 through A.10 above being the same premises described in a deed from Otto H. Wallingford to West Breeze Orchards, Inc. dated June 3, 1968 and recorded in the Androscoggin County Registry of Deeds, Book 989, Page 92.

B. Bancroft H. Wallingford Parcels (Auburn and Minot, as indicated):

1. Parcel One:

In Auburn; beginning on the Westerly line of Perkins Ridge Road at a monument set in the ground marking the Northeasterly corner of the parcel of land reserved and excepted by me from this sale for my residence; said monument being situated about three hundred fifty (350) feet distant in a straight line from the intersection of said Westerly line of Perkins Ridge Road with the Northerly line of the Hatfield Road, as it is now defined; thence on said Perkins Ridge Road in a Northerly direction to land formerly of George Newton; thence Northwesterly on said Newton's land to an angle in the wall; thence Northeasterly by said Newton's land to an angle in the wall; thence Northwesterly by said Newton's land to an iron post in the wall; thence on Westerly by said Newton's land to an iron post; thence Northeasterly by brush and wire fence to land formerly of William H. Chadburn or Chadbourne; thence Northwesterly by said Chadbourne's line to the Town line or curved line; thence on said curved line Southerly to land formerly of E. M. Verrill; thence Southeasterly on land of E. M. Verrill to the Minot Centre Road (now called the Hatfield Road); thence Easterly by said Hatfield Road to a monument set in the ground, marking the Southwesterly corner of the lot excepted and reserved by Bancroft H. Wallingford as his residence, which monument is located about three hundred (300) feet away from Perkins Ridge Road; thence North nine degrees thirty-four minutes East (N 9° 34' E), four hundred forty-nine and four-tenths (449.4) feet to a monument marking another corner of the residence lot; thence South seventy-one degrees forty-nine minutes East (S 71° 49' E), a distance of three hundred sixty-six and five-tenths (366.5) feet to the point of beginning.

Being the first parcel of land conveyed to Bancroft H. Wallingford by John Wallingford in his deed dated February 28, 1917, recorded in Androscoggin County Registry of Deeds, Book 274, Page 29, with the exception of the parcel of land excepted and reserved by him for his residence.

2. Parcel Two:

In Minot; beginning at the stone post at the Northwest corner of Parcel One; thence running Northerly one line of land formerly of A. B. Latham Northerly to the brook and by the brook to an old stone dam; thence South and West by land

formerly of E. M. Verrill on the edge of the meadow to a stake and stones; thence by E. M. Verrill's land South forty-four (44) rods to a stake and stones; thence Westerly thirty-eight (38) rods to a stake and stones to land formerly of Leonard Verrill; thence Southerly on line of said Verrill's land fifty-one (51) rods to a fir tree; thence Southeasterly fourteen (14) rods; thence Southerly thirty-three (33) rods by land formerly of E. M. Verrill to a stake and stones on the curved line; thence Northeasterly and Northerly on the curved line to the point of beginning.

Being the second parcel of land conveyed by John Wallingford in said deed recorded in Book 274, Page 29.

3. Parcel Three:

In Auburn; being the same premises conveyed to Bancroft H. Wallingford by Harrison G. Burnham by deed dated July 24, 1934, recorded in Androscoggin Registry of Deeds in Book 442, Page 88, which premises is comprised of four parcels more particularly described in the following deeds, which deeds and their respective records are by this reference expressly incorporated herein.

Deed of Samuel Lane to Shippie Bird, dated November 7, 1867, recorded in Book 49, Page 149.

Deed of Virgil P. Rounds to Edward H. Shaw, dated August 16, 1873, recorded in Book 76, Page 86.

Deed of Jonathan Wallingford to Edward H. Shaw, dated July 31, 1875, recorded in Book 113, Page 54.

Deed of Samuel Hyde to Moyren C. Newton, dated June 24, 1889, recorded in Book 131, Page 265.

4. Parcel Four:

In Auburn; beginning on the Westerly side of Perkins Ridge Road at a point between the location of the house formerly owned by Caleb Hill and the location of the house formerly owned by Benjamin A. Hill, which point is about four (4) rods Northerly from the location of the Caleb Hill House; thence North thirty degrees West (N 30° W) six (6) rods and five (5) links; thence North six degrees West (N 6° W) twenty-five and one-half (25½) rods to William Millett's and John Verrill's corner; thence Northeasterly by John Verrill's land to other land of said John Verrill; thence Southeasterly by said John Verrill's land to said road; thence Southwesterly by said road about two hundred sixty-seven (267) feet to a point opposite the Southwesterly side of a stone wall; thence crossing said road to the Southwesterly line of a stone wall at the corner of a lot of land conveyed by me to Otto H. Wallingford by deed dated May

17, 1968; thence in a Southeasterly direction by various courses following the Southerly or Southwesterly line of said stone wall, and the line of the lot of land conveyed to Otto H. Wallingford, as follows: (about two hundred (200) feet Southeasterly to a corner; about four hundred fifty (450) feet South-Southeasterly to a corner; about one hundred (100) feet Southwesterly to a corner; about two thousand (2,000) feet Southeasterly to a corner) until it reaches the Southeasterly boundary of the parcel of land conveyed by Robert H. Buckley and Frieda Y. Buckley to Bancroft H. Wallingford by deed dated December 4, 1947, recorded in Androscoggin Registry of Deeds in Book 606, Page 246; thence Southwesterly by land formerly of Luke Perkins to the corner of land formerly of Hiram Dinsmore; thence Northwesterly by said Dinsmore's land and land formerly of Cyrus J. Verrill to said Perkins Ridge Road; thence Northeasterly by said road to a point on the Easterly line of said road opposite the point of beginning; thence crossing said road in a Northeasterly course to the point of beginning. There is also conveyed as a part of said Parcel Four, a certain piece of pasture land adjoining the pasture of the homestead farm.

Parcel Four consists of the same premises conveyed to Bancroft H. Wallingford by said Buckleys by their deed recorded in Book 606, Page 246, excepting only the above-mentioned portion thereof conveyed to Otto H. Wallingford by Bancroft H. Wallingford.

5. Parcel Five:

In Auburn; a certain lot or parcel of land situated on the Southeasterly side of the Hatfield Road, bounded on the North by said road and on the East, South and West by stone walls which mark boundaries of land formerly of Edward M. Verrill, and being property formerly assessed to heirs of Josiah Perkins, and being the same premises conveyed to Bancroft Wallingford by Tax Collector's deed from the Collector of the City of Auburn dated February 23, 1934, recorded in Androscoggin Registry of Deeds, Book 440, Page 236.

Said Parcel Five is conveyed without warranties except for the sole covenant that the Grantor will warrant and defend the premises to the Grantee, his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under the Grantor.

6. Option:

There is also released to the Grantee, its successors and assigns, without covenant, all right title and interest in an option of first refusal to purchase the Bancroft H. Wallingford residence (meaning the parcel of land, with the

buildings thereon, conveyed by me to Dorothy M. Sawyer and by her back to me by deeds dated May 17, 1968, to be recorded), at the price and terms as offered by any bonafide purchaser other than a descendant of Bancroft H. Wallingford, there being reserved to each such descendant the right to acquire said premises on preferred basis ahead of the Grantee, without terminating the Grantee's option of first refusal on subsequent resale. Upon the delivery to the recorded title holder of this option by Bancroft H. Wallingford, or Winifred O. Wallingford, his wife, or the Estate of either of them, or a descendant of Bancroft H. Wallingford, of written notice that the notice giver has legal right to sell and has decided to sell the optioned premises at the price and upon the terms offered by a bonafide purchaser, other than the aforesaid excepted persons, which price and terms shall be fully set forth therein, the said option holder shall have a period of thirty days from the date of delivery to it of such written notice, expiring at midnight eastern standard time on the thirtieth full calendar day thereafter, within which period to deliver to the seller its signed written notice of intention to exercise the option. Certified or registered mail delivery of notices to the last known address of the person to whom notice is to be given shall be considered for purposes of this option actual delivery to such person. If the option is exercised, conveyance by warranty deed, free of all encumbrances, shall be made and purchase price shall be paid contemporaneously in accordance with the terms of the offer, within fifteen days thereafter. If the option is not exercised by the grantee in manner aforesaid, the seller shall be free to convey the premises to the bonafide purchaser in accordance with the offer described, and the Grantee's right of first refusal shall thereupon be forever terminated.

Items B.1 through B.6 above being the same premises conveyed to West Breeze Orchards, Inc. by Bancroft H. Wallingford by Warranty Deed dated June 3, 1968 and recorded in said Registry of Deeds, Book 989, page 97.

C. Otto H. Wallingford (1969) (Auburn):

1. A certain lot or parcel of land with the storage and packing building thereon beginning on the Westerly line of Perkins Ridge Road at a monument set in the ground five hundred and twelve (512) feet Northerly from the Northerly line of the lot of land conveyed by Jessie M. Spofford to Otto H. Wallingford by deed dated May 15, 1954, recorded in Androscoggin County Registry of Deeds, Book 706, Page 477; thence North Eighty-seven degrees West (N 87° W) four hundred (400) feet to a corner; thence North three degrees East (N 3° E) four hundred (400) feet to a corner; thence South eighty-seven degrees East (S 87° E) four hundred (400) feet to a monument set in the ground on the Westerly line of

Perkins Ridge Road; thence Southerly four hundred (400) feet by said road to the point of beginning.

Being a part of the premises conveyed by Bancroft H. Wallingford to Otto H. Wallingford by deed dated December 26, 1951, recorded in Androscoggin County Registry of Deeds, Book 706, Page 217.

Said parcel is the parcel reserved out of Parcel Three in deed from Otto H. Wallingford to West Breeze Orchards, Inc. dated June 3, 1968 and recorded in said Registry, Book 989, Page 92 and is conveyed together with appurtenant easements as described in said deed.

2. Another certain lot or parcel of land with the dwelling house thereon situated on the Westerly side of Perkins Ridge Road, in said Auburn, bounded and described as follows:

Beginning on the Westerly line of Perkins Ridge Road at a monument set in the ground two hundred fifty (250) feet Southerly from line of land of one Gardner; thence North eighty-nine degrees thirty minutes West (N 89° 30' W) two hundred (200) feet to a corner; thence North two degrees East (N 2° E) two hundred fifty (250) feet to a line of said Gardner; thence South eighty-nine degrees thirty minutes East (S 89° 30' E) two hundred (200) feet to the Westerly line of said road at the Southerly end of a stone wall; thence two hundred fifty (250) feet by said road to the point of beginning.

Being a portion of the premises conveyed by George A. Roakes to Otto H. Wallingford by deed dated January 15, 1957 recorded in Androscoggin Registry of Deeds, Book 751, Page 531 and being the parcel of land reserved out of Parcel Four in deed from Otto H. Wallingford to West Breeze Orchards, Inc. dated June 3, 1968 recorded in said Registry in Book 989, Page 92.

Said premises are conveyed with appurtenant easements as set forth in the aforesaid deed to West Breeze Orchards, Inc.

Items C.1 through C.2 above being the same premises conveyed to West Breeze Orchards, Inc. by Otto H. Wallingford by Warranty Deed dated May 28, 1969 and recorded in said Registry of Deeds, Book 1003, Page 549.

D. June V. DeCoster, et al.:

1. Beginning at a point on the easterly line of the Perkins Ridge Road at the southwesterly corner of the land of June V. DeCoster, et al. situated on the easterly line of said Road; thence the line runs in an easterly direction

along the stone wall a distance of Three Hundred Twenty (320) Feet to a point; thence the line runs in a northerly direction along a stone wall a distance of Four Hundred Thirty-Nine (439) Feet to a point; thence the line runs in a westerly direction along a stone wall a distance of One Hundred Eighty-Three (183) Feet to said line of the Perkins Ridge Road; thence the line runs in a southerly direction along the Perkins Ridge Road a distance of Four Hundred Thirty-Two (432) Feet to the point of beginning.

Meaning and intending to convey to the Grantee all of the land on the easterly side of the Perkins Ridge Road in Auburn, Maine, owned by the late Howard Verrill at the time of his death. The parcel being conveyed is believed to contain approximately two (2) acres of land and to be those premises described in the Androscoggin County Registry of Deeds in Book 648, Page 305 and 306. June V. DeCoster, et al. derived their title as heirs-at-law of the late Howard M. Verrill, who died on January 22, 1974; see Androscoggin County Registry of Probate Docket #38280. Reference is also made to the Warranty Deed of Michael A. Verrill to these Grantors, dated April 5, 1977, and recorded in said Registry in Book 1258, Page 71.

Item D.1 above being the same premises conveyed to West Breeze Orchards, Inc. by June V. DeCoster, et al. by Warranty Deed dated December 29, 1983 and recorded in said Registry of Deeds, Book 1697, Page 286.

Excepting from all of the above-referenced lots or parcels of land (A.1-A.10, B.1-B.6, C.1-C.2, D.1) the following:

1. Easement rights described in a deed dated June 20, 1969 and recorded in said Registry of Deeds, Book 1010, Page 767.

2. Those premises described in a deed to Maurice Bousiere and Jacqueline Bousiere dated January 30, 1973 and recorded in said Registry of Deeds, Book 1068, Page 625. *BUT NOT EXCEPTING THE RIGHT OF FIRST REFUSAL DESCRIBED IN SAID DEED*

3. Those premises described in a deed to Central Maine Power Company dated April 22, 1975 and recorded in said Registry of Deeds, Book 1150, Page 331.

4. Those premises described in a deed to Kay I. Pinkham dated October 27, 1977 and recorded in said Registry of Deeds in Book 1303, Page 307.

5. Those premises described in a deed to Gary Bazinet and Karen Bazinet dated June 21, 1978 and recorded in said Registry of Deeds in Book 1347, Page 144.

Subject also to the month-to-month tenancy of Reuben Gamache and Irene Gamache and to the month-to-month tenancy of Len Blake and Julia Blake.

91 NOV 21 PM 2:45

-15-

ANDROSCOGGIN, SS.
REGISTRY OF DEEDS

ATTEST:

Jeanine D. Bergeron
REGISTER OF DEEDS

12974
Memorandum of Trans BK2709 PG151
(UNDER TITLE 33, M.R.S.A., SECTION 201)

By Indenture of Lease dated April 11, 1991
the Lessor WEST BREEZE ORCHARDS, INC.
leased to the Lessee APPLE RIDGE FARMS, INC., a Maine corporation located
at Turner, Maine, 04282
the following described property:
Property on Perkins Ridge in Auburn, County of Androscoggin,
State of Maine, being more particularly described in Exhibit A
attached hereto and made a part hereof by reference.

Said lease extends from April 11, 1991 to June 30, 1992

Said lease contains provisions for extensions or renewals or an option for a new term as follows:

SAID LEASE CONTAINS A CONDITIONAL PURCHASE AND SALE AGREEMENT CONCERNING THE PROPERTY DESCRIBED IN EXHIBIT A.

Nothing contained herein shall be deemed to amend said Lease.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Lessor has executed, sealed, acknowledged and delivered this instrument this day of June 19 91 .

WEST BREEZE ORCHARDS, INC.

By: *Paul Fremont-Smith, Jr.*
Paul Fremont-Smith, Jr.
President
June 14, 19 91 .

STATE OF MAINE

. SS.

Personally appeared the above named Paul Fremont-Smith, Jr. , and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Lessor corporation.



Comm. expires
3 20 95

Before me,

Dwight B. Carter
Notary Public
Justice of the Peace
DWIGHT B. CARTER

-OVER-

LEASE
(WEST BREEZE ORCHARD)1. Demised Premises and Improvements Thereon.

WEST BREEZE ORCHARDS, INC., a Maine corporation with a mailing address at Perkins Ridge, Auburn, Maine 04210 ("Landlord"), in consideration of the rents, terms, covenants, and agreements hereinafter set forth on the part of APPLE RIDGE FARMS, INC., a Maine corporation with a mailing address at Turner, Maine 04282 ("Tenant"), to be paid, kept, and performed, leases, demises, and lets to Tenant, and Tenant hereby takes and hires from Landlord, on the terms, covenants and agreements hereinafter provided:

Landlord's West Breeze Orchard, so-called, at and near Perkins Ridge in the City of Auburn, County of Androscoggin and State of Maine, consisting of a lot or parcel of land, or lots or parcels of land, more particularly described in the following deeds:

Deed from Otto Wallingford, dated June 3, 1968 and recorded in the Androscoggin County Registry of Deeds, Book 989, Page 92.

Deed from Bancroft Wallingford, dated June 3, 1968 and recorded in said Registry of Deeds in Book 989, Page 97.

Deed from Otto Wallingford, dated May 28, 1969 and recorded in said Registry of Deeds in Book 1003, Page 549.

Deed from June V. DeCoster, et al., dated December 29, 1983 and recorded in said Registry of Deeds in Book 1697, Page 286.

Excepting from this Lease the following rights and interests:

Easement to CMP and NETT, dated June 20, 1969 and recorded in said Registry of Deeds in Book 1010, Page 767.

Deed to Maurice and Jacqueline Boussiere, dated January 30, 1973 and recorded in said Registry of Deeds in Book 1068, Page 625.

Deed to CMP, dated April 22, 1975 and recorded in said Registry of Deeds in Book 1150, Page 331.

Deed to Kay I. Pinkham, dated October 27, 1977 and recorded in said Registry of Deeds in Book 1303, Page 307.

Deed to Gary and Karen Bazinet, dated June 21, 1978 and recorded in said Registry of Deeds in Book 1347, Page 144.

Together with all appurtenances, rights, easements and privileges appurtenant thereto, and all buildings, fixtures and improvements situated thereon, including refrigeration equipment and including approximately six thousand (6,000) apple bins, more or less, located on said orchard, and including the apple trees inventoried on the attached Schedule A. All real and personal property subject to this Lease hereinafter is referred to as the "Premises".

Subject to all restrictions, encumbrances and other matters of record. Subject also to a residential lease between Landlord and Reuben and Irene Gamache and another residential lease between Landlord and Len and Julia Blake, Landlord hereby excepting and reserving all rights to rent payable and other rights as Landlord under said leases.

Landlord also excepting and reserving herefrom the right to store on the Premises any other equipment, supplies or effects of Landlord currently located on the Premises, and to enter upon the Premises to maintain, inspect, show for sale and remove such property.

ATTEST:

Jeanine D. Bergeron

REGISTER OF DEEDS

91 JUL -3 AM11:20

ANDROSCOGGIN, SS.
REGISTRY OF DEEDS

KNOW ALL MEN BY THESE PRESENTS

THAT I, BANCROFT H. WALLINGFORD of Auburn, County of Androscoggin and State of Maine, in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS, paid by WEST BREEZE ORCHARDS, INC. the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said WEST BREEZE ORCHARDS, INC., its successors and assigns, forever,

Certain real estate located on or near Perkins Ridge in Auburn and in Minot in the County of Androscoggin and State of Maine, consisting of the following parcels of land, with any buildings thereon, bounded and described as follows:

PARCEL ONE - In Auburn; beginning on the Westerly line of Perkins Ridge Road at a monument set in the ground marking the Northeastly corner of the parcel of land reserved and excepted by me from this sale for my residence; said monument being situated about three hundred fifty (350) feet distant in a straight line from the intersection of said Westerly line of Perkins Ridge Road with the Northerly line of the Hatfield Road, as it is now defined; thence on said Perkins Ridge Road in a Northerly direction to land formerly of George Newton; thence Northwesterly on said Newton's land to an angle in the wall; thence Northeastly by said Newton's land to an angle in the wall; thence Northwesterly by said Newton's land to an iron post in the wall; thence on westerly by said Newton's land to an iron post; thence Northeastly by brush and wire fence to land formerly of William H. Chadburn or Chadbourne; thence Northwesterly by said Chadbourne's line to the Town line or curved line; thence on said curved line Southerly to land formerly of E. M. Verrill; thence Southeastly on land of E. M. Verrill to the Minot Centre Road (now called the Hatfield Road); thence Easterly by said Hatfield Road to a monument set in the ground, marking the Southwestly corner of the lot excepted and reserved by Bancroft H. Wallingford as his residence, which monument is located about three hundred (300) feet away from Perkins Ridge Road; thence North nine degrees thirty-four minutes East (N 9° 34' E), four hundred forty-nine and four-tenths (449.4) feet to a monument marking another corner of the residence lot; thence South seventy-one degrees forty-nine minutes East (S 71° 49' E), a distance of three hundred sixty-six and five-tenths (366.5) feet to the point of beginning.

Being the first parcel of land conveyed to Bancroft H. Wallingford by John Wallingford in his deed dated February 28, 1917, recorded in Androscoggin County Registry of Deeds, Book 274, Page 29, with the exception of the parcel of land excepted and reserved by him for his residence.

PARCEL TWO - In Minot; beginning at the stone post at the Northwest corner of Parcel One; thence running Northerly on line of land formerly of A. B. Latham Northerly to the brook and by the brook to an old stone dam; thence South and West by land formerly of E. M. Verrill on the edge of the meadow to a stake and stones; thence by E. M. Verrill's land South forty-four (44) rods to a stake and stones; thence Westerly thirty-eight (38) rods to a stake and stones to land formerly of Leonard Verrill; thence Southerly on line of said Verrill's land fifty-one (51) rods to a fir tree; thence Southeastly fourteen (14) rods; thence Southerly thirty-three (33) rods by land formerly of E. M. Verrill to a stake and stones on the curved line; thence Northeastly and Northerly on the curved line to the point of beginning.

Being the second parcel of land conveyed by John . Wallingford in said deed recorded in Book 274, Page 29.

PARCEL THREE - In Auburn; being the same premises conveyed to Bancroft H. Wallingford by Harrison G. Burnham by deed dated July 24, 1934, recorded in Androscoggin Registry of Deeds in Book 442, Page 88, which premises is comprised of four parcels more particularly described in the following deeds, which deeds and their respective records are by this reference expressly incorporated herein.

Deed of Samuel Lane to Shippie Bird, dated November 7, 1867, recorded in Book 49, Page 149.

Deed of Virgil P. Rounds to Edward H. Shaw, dated August 16, 1873, recorded in Book 76, Page 86.

Deed of Jonathan Wallingford to Edward H. Shaw, dated July 31, 1875, recorded in Book 113, Page 54.

Deed of Samuel Hyde to Moyren C. Newton, dated June 24, 1889, recorded in Book 131, Page 265.

PARCEL FOUR - In Auburn; beginning on the Westerly side of Perkins Ridge Road at a point between the location of the house formerly owned by Caleb Hill and the location of the house formerly owned by Benjamin A. Hill, which point is about four (4) rods Northerly from the location of the Caleb Hill House; thence North thirty degrees West (N 30° W) six (6) rods and five (5) links; thence North six degrees West (N 6° W) twenty-five and one-half (25½) rods to William Millett's and John Verrill's corner; thence Northeasterly by John Verrill's land to other land of said John Verrill; thence Southeasterly by said John Verrill's land to said road; thence Southwesterly by said road about two hundred sixty-seven (267) feet to a point opposite the Southwesterly side of a stone wall; thence crossing said road to the Southwesterly line of a stone wall at the corner of a lot of land conveyed by me to Otto H. Wallingford by deed dated May 17, 1968; thence in a Southeasterly direction by various courses following the Southerly or Southwesterly line of said stone wall, and the line of the lot of land conveyed to Otto H. Wallingford, as follows: (about two hundred (200) feet Southeasterly to a corner; about four hundred fifty (450) feet South-Southeasterly to a corner; about one hundred (100) feet Southwesterly to a corner; about two thousand (2,000) feet Southeasterly to a corner) until it reaches the Southeasterly boundary of the parcel of land conveyed by Robert H. Buckley and Frieda Y. Buckley to Bancroft H. Wallingford by deed dated December 4, 1947, recorded in Androscoggin Registry of Deeds in Book 606, Page 246; thence Southwesterly by land formerly of Luke Perkins to the corner of land formerly of Hiram Dinsmore; thence Northwesterly by said Dinsmore's land and land formerly of Cyrus J. Verrill to said Perkins Ridge Road; thence Northeasterly by said road to a point on the Easterly line of said road opposite the point of beginning; thence crossing said road in a Northeasterly course to the point of beginning. There is also conveyed as a part of said Parcel Four, a certain piece of pasture land adjoining the pasture of the homestead farm.

Parcel Four consists of the same premises conveyed to Bancroft H. Wallingford by said Buckleys by their deed recorded in Book 606, Page 246, excepting only the above-mentioned portion thereof conveyed to Otto H. Wallingford by Bancroft H. Wallingford.

PARCEL FIVE - In Auburn; a certain lot or parcel of land situated on the Southeasterly side of the Hatfield Road, bounded on the North by said road and on the East, South and West by stone walls which mark boundaries of land formerly of Edward M. Verrill, and being property formerly assessed to heirs of Josiah Perkins, and being the same premises conveyed to Bancroft Wallingford by Tax Collector's deed from the Collector of the City of Auburn dated February 23, 1934, recorded in Androscoggin Registry of Deeds, Book 440, Page 236.

Said Parcel Five is conveyed without warranties except for the sole covenant that the Grantor will warrant and defend the premises to the Grantee, his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under the Grantor.

- 3 -

OPTION:

There is also conveyed to the Grantee, its successors and assigns an option of first refusal to purchase the Bancroft H. Wallingford residence (meaning the parcel of land, with the buildings thereon, conveyed by me to Dorothy M. Sawyer and by her back to me by deeds dated May 17, 1968, to be recorded), at the price and terms as offered by any bonafide purchaser other than a descendant of Bancroft H. Wallingford, there being reserved to each such descendant the right to acquire said premises on preferred basis ahead of the Grantee, without terminating the Grantee's option of first refusal on subsequent resale. Upon the delivery to the recorded title holder of this option by Bancroft H. Wallingford, or Winifred O. Wallingford, his wife, or the Estate of either of them, or a descendant of Bancroft H. Wallingford, of written notice that the notice giver has legal right to sell and has decided to sell the optioned premises at the price and upon the terms offered by a bonafide purchaser, other than the aforesaid excepted persons, which price and terms shall be fully set forth therein, the said option holder shall have a period of thirty days from the date of delivery to it of such written notice, expiring at midnight eastern standard time on the thirtieth full calendar day thereafter, within which period to deliver to the seller its signed written notice of intention to exercise the option. Certified or registered mail delivery of notices to the last known address of the person to whom notice is to be given shall be considered for purposes of this option actual delivery to such person. If the option is exercised, conveyance by warranty deed, free of all encumbrances, shall be made and purchase price shall be paid contemporaneously in accordance with the terms of the offer, within fifteen days thereafter. If the option is not exercised by the Grantee in manner aforesaid, the seller shall be free to convey the premises to the bonafide purchaser in accordance with the offer described, and the Grantee's right of first refusal shall thereupon be forever terminated.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said West Breeze Orchards, Inc., its successors and assigns, to them and their use and behoof forever. And I do COVENANT with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises, that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will WARRANT AND DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said BANCROFT H. WALLINGFORD, and I, WINIFRED O. WALLINGFORD, wife of said Bancroft H. Wallingford, joining in this deed as Grantor, and relinquishing and conveying her rights by descent and all other rights in the above described premises, have hereunto set their hands and seals this 3rd day of June in the year of our Lord one 1968.

BOOK 989 PAGE 100

- 4 -

thousand nine hundred and sixty-eight.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

W. A. Trafton

Bancroft H. Wallingford
Bancroft H. Wallingford

to both

Winifred O. Wallingford
Winifred O. Wallingford

STATE OF MAINE
ANDROSCOGGIN, SS.

June 3 1968

Personally appeared the above named BANCROFT H. WALLINGFORD and
acknowledged the foregoing instrument to be his free act and deed.

Before me,

William A. Trafton
Justice of the Peace Notary Public

ANDROSCOGGIN, SS.
RECEIVED JUN - 4 1968 / P. M. /
and recorded from the original

KNOW ALL MEN BY THESE PRESENTS, THAT I, OTTO H. WALLINGFORD of Auburn, County of Androscoggin and State of Maine, in consideration of one dollar and other valuable considerations, paid by WEST BREEZE ORCHARDS, INC., a Maine corporation with an office at said Auburn, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said WEST BREEZE ORCHARDS, INC., its successors and assigns forever.

Certain lots or parcels of land, with the buildings thereon, situated in said Auburn, bounded and described as follows, to wit:

PARCEL ONE - A certain parcel of land on the Westerly side of Perkins Ridge Road, bounded and described as follows: On the North by land formerly owned by Samuel Lane, on the East by Perkins Ridge Road, on the South and West by land formerly owned by Martin Verrill. Said lot being twenty (20) rods, more or less, long on the Perkins Ridge Road and extending back from said road ten (10) rods, more or less, and containing one and one fourth ($1\frac{1}{4}$) acres, more or less. Being the same premises conveyed to Otto H. Wallingford by Jessie M. Spofford by deed dated May 15, 1954, and recorded in Androscoggin Registry of Deeds, Book 706, Page 477.

PARCEL TWO - An adjoining parcel of land bounded and described as follows: Beginning on the Westerly side of Perkins Ridge Road, so-called, at the Northerly line of Parcel One; thence in a Westerly direction by line of Parcel One a distance of about one hundred eighty (180) feet to the Northwesterly corner of Parcel One; thence in a Northwesterly direction a distance of about four hundred fifty (450) feet to the line of land conveyed by Everett Verrill to Bancroft H. Wallingford by deed dated November 19, 1944, recorded in Androscoggin County Registry of Deeds in Book 558, Page 441; thence in an Easterly direction by line of said land conveyed by Verrill to Wallingford a distance of about four hundred (400) feet to Perkins Ridge Road; thence in a Southerly direction by line of said road a distance of about four hundred (400) feet to the point of beginning.

Being a portion of the premises conveyed by Rosa E. Jasper to Bancroft H. Wallingford by deed dated December 20, 1946, recorded in said Registry in Book 591, Page 99, and also a portion of the premises conveyed by Bancroft H. Wallingford to Otto H. Wallingford by deed dated December 26, 1951, recorded in said Registry in Book 706, Page 217.

PARCEL THREE - An adjoining parcel of land on the Westerly side of Perkins Ridge Road being the twenty-seven (27) acre parcel of land, and the only parcel of land lying on the Westerly side of Perkins Ridge Road which was conveyed by Everett Verrill to Bancroft H. Wallingford by deed dated November 9, 1944, recorded in Androscoggin County Registry of Deeds in Book 558, Page 441, and being the same premises described in a deed dated November 28, 1863, recorded in said Registry in Book 33, Page 523, as follows:

Beginning at the Southeasterly corner of Edwin Verrill's land at a stone wall; thence Southerly by said road to Elbridge Will's land; thence Westerly and Southerly by said Will's land and Cyrus C. Verrill's land; thence Southerly by land of Cyrus C. Verrill to land of Luke Perkins to a stone wall; thence Westerly and Northerly by said Perkins land to Simeon Shaw's land; thence Easterly by said Shaw's and Edwin Verrill's land to the bound begun at. Said premises are part of the premises conveyed to Otto H. Wallingford by Bancroft H. Wallingford by deed dated December 26, 1951, recorded in said Registry in Book 706, Page 217.

EXCEPTING AND RESERVING out of Parcel Three to the Grantor, his heirs and assigns, a four hundred (400) foot square parcel of land on which the Grantor's storage and packing building stands, together with water rights in common with the Grantee in an artesian well located elsewhere on Parcel Three, all as hereinafter described.

- 2 -

Said excepted and reserved parcel is bounded and described as follows, viz: Beginning on the Westerly line of Perkins Ridge Road at a monument set in the ground five hundred and twelve (512) feet Northerly from the Northerly line of Parcel One (the Spofford lot); thence North eighty-seven degrees West (N 87° W) four hundred (400) feet to a corner; thence North three degrees East (N 3° E) four hundred (400) feet to a corner; thence South eighty-seven degrees East (S 87° E) four hundred (400) feet to a monument set in the ground on the Westerly line of Perkins Ridge Road; thence Southerly four hundred (400) feet by said road to the point of beginning.

Further excepting and reserving for the benefit of said excepted and reserved parcel, the right to draw water from a certain artesian well located elsewhere on Parcel Three in the manner presently done and in common with the Grantee, its successors and assigns, together with the right to enter upon said Parcel Three when necessary for the purpose of repairing and replacing the pipes which presently service said storage and packing building, subject however to the obligation to restore the premises, after repairs have been performed, as near as may be practical to their prior state.

Said Parcel Three is also conveyed subject to water rights excepted and reserved for the benefit of the Parcel of land excepted and reserved by the Grantor out of Parcel Four.

PARCEL FOUR - Adjoining parcels of land on the Westerly side of Perkins Ridge Road, lying Northerly of Parcel Three and being all the land conveyed by George A. Roakes to Otto H. Wallingford by his deed dated January 15, 1957, recorded in Androscoggin County Registry of Deeds in Book 751, Page 531, with the exception of the parcel lying Easterly of Perkins Ridge Road which is numbered "Two" of three other parcels in said deed.

EXCEPTING AND RESERVING out of Parcel Four to the Grantor, his heirs and assigns, a parcel of land with the dwelling house thereon situated in the Northeasterly corner of said parcel, together with water rights in common with the Grantee in an artesian well located on Parcel Three, as hereinafter described.

Said excepted and reserved parcel is bounded and described as follows, viz: Beginning on the Westerly line of Perkins Ridge Road at a monument set in the ground two hundred fifty (250) feet Southerly from line of land of one Gardner; thence North eighty-nine degrees thirty minutes West (N 89° 30' W) two hundred (200) feet to a corner; thence North two degrees East (N 2° E) two hundred fifty (250) feet to line of said Gardner; thence South eighty-nine degrees thirty minutes East (S 89° 30' E) two hundred (200) feet to the Westerly line of said road at the Southerly end of a stone wall; thence two hundred fifty (250) feet by said road to the point of beginning.

FURTHER EXCEPTING AND RESERVING for the benefit of said parcel excepted and reserved out of Parcel Four, the right to draw water from a certain artesian well located on Parcel Three, in the manner presently done and in common with the Grantee; its successors and assigns, and to pipe the same across Parcel Three and Parcel Four, together with the right to enter upon said parcels when necessary for the purpose of repairing and replacing the pipes which presently service said dwelling house, subject however to the obligation to restore the premises, after repairs have been performed, as near as may be practical to their prior state.

PARCEL FIVE - A certain parcel of land adjoining Parcel Four near its Northwesterly corner and being a three (3) acre lot, the third described parcel conveyed by Rosa E. Jasper to Bancroft Wallingford by her deed dated December 20, 1946, recorded in Androscoggin County Registry of Deeds in Book 591, Page 99, as follows:

Beginning at a stake on land formerly of Simeon Shaw and running Northerly to land formerly of William Millett; thence Northeasterly on said Millett's land one rod to Simeon Shaw's Northeasterly corner; thence on said Shaw's land various courses to a stake and stones on said Shaw's line; thence Southwesterly twelve (12) rods to the first mentioned bounds.

Being part of the premises conveyed by Bancroft H. Wallingford to Otto

H. Wallingford by his deed dated December 26, 1951, recorded in said Registry, Book 706, Page 217.

PARCEL SIX - A certain parcel of land on the Easterly side of Perkins Ridge Road in said Auburn, bounded and described as follows, viz:

Beginning on the Easterly side of Perkins Ridge Road at the Southwesterly corner of land of John Wallingford (formerly Hiram Dinsmore); thence North eighty-four and one-half degrees East (N 84½° E) on said Wallingford's line to the Northwesterly corner of a parcel of land conveyed by Adelard Gardner to Camille A. Gardner by deed dated November 1, 1961, recorded in Androscoggin County Registry of Deeds, Book 860, Page 239; thence in a Southerly direction by the stone wall marking the Westerly line of said land conveyed to Camille A. Gardner and by him subsequently conveyed to Lost Valley, Inc. to the North-easterly corner of a parcel of land conveyed by Evelyn H. Verrill to Velma A. Roakes by deed dated July 6, 1922, recorded in said Registry, Book 318, Page 416, and subsequently conveyed by George A. Roakes to Otto H. Wallingford by deed dated January 15, 1957, recorded in said Registry, Book 751, Page 531 (it being the parcel numbered "Two" of three other lots in said deed); thence in a Westerly direction by the Northerly line of said Roakes parcel forty-two and one-half (42½) rods, more or less, to Perkins Ridge Road; thence North two degrees West (N 2° W) by Perkins Ridge Road forty-two (42) rods, more or less, to the point of beginning. (Directions given for Parcel Six are from 1865 compass)

Being the same premises conveyed to Otto H. Wallingford by Arsene J. Gardner, et al by deed dated December 31, 1963, recorded in said Registry, Book 908, Page 226.

EXCEPTING AND RESERVING out of Parcel Six that certain right-of-way for all purposes of a way, to be used in common with the owners of Parcel Six, which was conveyed by Adelard Gardner to Camille A. Gardner by his deed dated November 1, 1961, recorded in Book 860, Page 239, and by him subsequently conveyed to Lost Valley, Inc. Said right-of-way was precisely located over the most Southerly fifty (50) foot strip of Parcel Six, from Perkins Ridge Road to land of Lost Valley, Inc. by deed from Otto H. Wallingford to Lost Valley, Inc., dated May 17, 1968 and recorded in said Registry, Book , Page , which deed also bears the assent of Lost Valley, Inc. to the precise location.

PARCEL SEVEN - An adjoining parcel of land on the Easterly side of Perkins Ridge Road, bounded and described as follows: Beginning at Everett Verrill's Northwesterly corner on the Easterly side of the road; thence running Easterly on said Everett Verrill's line forty (40) rods to an angle in said Everett Verrill's line; thence Northerly on said Everett Verrill's line twenty-six (26) rods and twelve (12) links; thence Westerly forty-two and one-half (42½) rods to said road; thence Southerly twenty-seven (27) rods, more or less, to the point begun at.

Being the parcel described as "Two" out of three lots in deed from George A. Roakes to Otto H. Wallingford by deed dated January 15, 1957, recorded in Androscoggin County Registry of Deeds, Book 751, Page 531.

PARCEL EIGHT - An adjoining parcel of land on the Easterly side of Perkins Ridge Road, bounded and described as follows: Beginning on the Easterly line of said road at the Southerly corner of land conveyed by Minnie A. Pike to Bancroft H. Wallingford by deed dated June 17, 1944, recorded in Androscoggin County Registry of Deeds in Book 556, Page 382; thence Easterly by line of said land conveyed by Pike to its Southeasterly corner; thence Northerly by line of land conveyed by Otto H. Wallingford to Lost Valley, Inc. by deed dated May 19, 1965, recorded in said Registry in Book 938, Page 443, and corrected in deed from said Wallingford to Lost Valley, Inc. dated May 1, 1968, recorded in said Registry of Deeds in Book 988, Page 183; thence in a Northerly direction by line of said land of Lost Valley, Inc. a distance of about fifteen hundred (1,500) feet to a corner in said line; thence in a Westerly direction about one hundred (100) feet to the Southeasterly corner of Parcel Seven; thence Westerly

- 4 -

by line of Parcel Seven to the Easterly line of said road; thence Southerly by said road a distance of about fifteen hundred fifty (1,550) feet to the point of beginning.

Parcel Eight includes all the land conveyed by Minnie A. Pike to Bancroft H. Wallingford by her deed recorded in said Registry in Book 556, Page 382 and, excepting the portion thereof which was conveyed by Otto H. Wallingford to Lost Valley, Inc., all of the sixty (60) acre parcel and the thirteen (13) acre parcel conveyed by Everett Verrill to Bancroft H. Wallingford in his deed dated November 9, 1944, recorded in said Registry in Book 558, Page 441. A description of said sixty (60) acre parcel may be found in said Registry in Book 56, Page 259. A description of said thirteen (13) acre parcel may be found in said Registry in Book 35, Page 274.

EXCEPTING AND RESERVING to the Grantor, his heirs and assigns, in common with the Grantee, its successors and assigns, an easement or right-of-way fifty (50) feet wide, for travel, utility lines and any other lawful purpose, passing from Perkins Ridge Road Easterly to land conveyed by Otto H. Wallingford to Lost Valley, Inc. by deed dated May 19, 1965, recorded in said Registry, Book 938, Page 443.

Said right-of-way shall be centered on a line which begins on the Easterly line of Perkins Ridge Road at a point directly opposite a monument set in the ground to mark the Southeastern corner of Otto H. Wallingford's storage and packing house lot and then runs South eighty-seven degrees East (S 87° E) in a straight line to said land of Lost Valley, Inc.

The right-of-way excepted and reserved across Parcel Eight is the first described right-of-way in deed from Otto H. Wallingford dated May 17, 1968, recorded in said Registry, Book , Page .

PARCEL NINE - An adjoining parcel of land on the Easterly side of Perkins Ridge Road bounded and described as follows: Beginning at the Southwestern corner of Parcel Eight on said road; thence in an Easterly direction a distance of about eight hundred (800) feet by line of Parcel Eight, to line of land conveyed by Otto H. Wallingford to Lost Valley, Inc. by deed dated May 19, 1965, recorded in Androscoggin County Registry of Deeds, Book 938, Page 443, as corrected by his deed of May 1, 1968, recorded in said Registry, Book 988, Page 183; thence in a Southeastern direction along a stone wall, by line of said land of Lost Valley, Inc. a distance of about six hundred (600) feet to an iron pipe set in the wall, in said line; thence South sixty-one degrees seven minutes West (S 61° 07' W) three hundred (300) feet to a monument set in the ground; thence South eighty-seven degrees West (S 87° W) two hundred eighty-four (284) feet to a monument set in the ground at a point four hundred seventy-five (475) feet distant from the center line of Perkins Ridge Road; thence South three degrees thirty minutes West (S 3° 30' W) one thousand ten (1,010) feet in a straight line, parallel to the line of Perkins Ridge Road, to an iron rod set in the stone wall on the Southerly line of the land conveyed by Anthony Stelmok et al to Otto H. Wallingford by deed dated July 11, 1960, recorded in said Registry in Book 833, Page 48, which pin is located two hundred and ninety-eight (298) feet Northeastern from the Northeastern corner of lot of land now or formerly of Henry Jones and also four hundred seventy-five (475) feet on a perpendicular from the center line of Perkins Ridge Road; thence by line of said lot conveyed by Stelmoks along stone wall in a Southwestern direction a distance of about six hundred (600) feet to the Easterly line of Perkins Ridge Road; thence Northerly along said road about six hundred fifty (650) feet to land now or formerly of Howard Verrill; thence Easterly by stone wall along said Verrill land about three hundred seventy (370) feet to a corner; thence Northerly by stone wall ~~along said road~~ by said Verrill's land about five hundred (500) feet to a corner; thence Westerly along a stone wall and said Verrill's land about two hundred seventy (270) feet to the Easterly line of Perkins Ridge Road; thence Northerly by said road about eight hundred (800) feet to the point of beginning.

EXCEPTING AND RESERVING to the Grantor, his heirs and assigns in common

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with the Grantee, its successors and assigns, an easement or right-of-way fifty (50) feet wide, for travel, utility lines and any other lawful purpose, passing from Perkins Ridge Road along the Southerly line of Parcel Eight to the other portion of said land conveyed by said Stelmoks to Otto H. Wallingford which is not included in this conveyance.

Parcel Nine is a portion of the premises conveyed by Anthony Stelmok and Helen J. Stelmok by deed dated July 11, 1960, recorded in Androscoggin County Registry of Deeds in Book 833, Page 48.

There is also conveyed to the Grantor, its successors and assigns, certain option rights with reference to the storage and packing house parcel excepted from Parcel Three, all as more fully set forth in a document of even date between the parties hereto, which provides for the continuation of some of said option rights in existence until fifteen (15) days after June 1, 1980, but not thereafter.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said WEST BREEZE ORCHARDS, INC., its successors and assigns, to them and their use and behoof forever. And I do COVENANT with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances; except as above stated, that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will WARRANT AND DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said OTTO H. WALLINGFORD, and I, MARGARET E. WALLINGFORD, wife of said Otto H. Wallingford, joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises, have hereunto set our hands and seals this
3rd day of June in the year of our Lord one thousand
 nine hundred and sixty-eight.

SIGNED, SEALED AND DELIVERED
 IN PRESENCE OF:

W. A. Trafton

To 60th

Otto H. Wallingford
 Otto H. Wallingford
Margaret E. Wallingford
 Margaret E. Wallingford

STATE OF MAINE
 ANDROSCOGGIN, SS.

June 3 1968

Personally appeared the above named Otto H. Wallingford and acknowledged the foregoing instrument to be his free act and deed.

ANDROSCOGGIN, ME

Before me,

RECEIVED JUN - 4 1968
 and recorded from the original

Willis A. Trafton
 Justice of the Peace

APPENDIX L
DECOMMISSIONING ESTIMATE



Decommissioning Estimate/Plan

Date: 10/27/2020

Perkins Ridge Road Solar
Auburn Maine

This Decommissioning Estimate has been prepared by Borrego Solar in an attempt to predict the cost associated with the removal of the proposed solar facility. The primary cost of decommissioning is the labor to dismantle and load as well as the cost of trucking and equipment. All material will be removed from the site, including the concrete equipment pads, which will be broken up at the site and hauled to the nearest transfer station.

No salvage values have been assumed in this calculation.

The following values were used in this Decommissioning Estimate:

System Specifications		Equipment & Material Removal Rates	
Number of Modules	14,820	Module Removal Rate (min/module)	0.5
Number of Racks	618	Rack Wiring Rem. Rate (min/mod)	0.25
Number of Inverters	2	Racking Dismantling Rate (min/rack)	20
Number of Transformers	2	Inverter Removal Rate (hr/unit)	0.5
Electrical Wiring Length (ft)	3,245	Transformer Removal Rate (hr/unit)	1
Number of Foundation Screws	2,472	Rack Loading Rate (min/Rack)	10
Length of Perimeter Fence (ft)	3,718	Elect. Wiring Removal Rate (min/LF)	0.5
Number of Power Poles	6	Screw Rem. Rate (screws/day)	600
Access Rd Material Volume (YD)	600	Fence Removal Rate (min/LF)	1
Total Disturbed Area (SF)	26,683	Days req. to break up concrete pads	3
Total Fence Weight (lbs)	2,640	Days req. with Rough Grader	1
Total Racking Weight (lbs)	525,300	Days req. with Fine Grader	1
Total Foundation Screw Weight (lbs)	98,880	Total Truckloads Required	28
		Round-Trip Dist. to Trans. Sta.(miles)	12.4
		Round-Trip Time to Trans. Sta. (hr)	0.4
Labor and Equipment Costs		Energy Storage Decommissioning	
Labor Rate (\$/hr)	\$ 26.51	Number of Energy Storage Units	2
Operator Rate (\$/hr)	\$ 26.10	Battery Disposal Fee	\$ 25,000.00
Bobcat Cost (\$/hr)	\$ 95.70	Battery Loading Prep Time (hr)	32
Front End Loader Cost (\$/Day)	\$ 794.31	Battery Loading Time (hr)	8
Excavator Cost (\$/Day)	\$ 1,282.38		
Trucking Cost (\$/hr)	\$ 119.63		
Backhoe Cost (\$/hr)	\$ 95.70		
Power Pole Removal Cost (\$/pole)	\$ 1,500.00		
Grader Cost (\$/day)	\$ 1,244.10		
Gravel Export Cost (\$/YD)	\$ 8.00		
Loam Import Cost (\$/YD)	\$ 20.00		
Seeding Cost (\$/SF)	\$ 0.10		
Fuel Cost (\$/mile)	\$ 0.50		

Labor, Material, and Equipment Costs

1. Remove Modules

The solar modules are fastened to racking with clamps. They slide in a track. A laborer needs only unclamp the module and reach over and slide the module out of the track.

$$\text{Module Removal Rate} \cdot \text{Total Number of Solar Modules} \cdot \text{Labor Rate} = \text{Module Removal Cost}$$

$$\text{Total} = \$ 3,273.99$$

2. Remove Rack Wiring

The modules are plugged together in the same manner as an electrical cord from a light is plugged into a wall socket. The string wires are in a tray. A laborer needs only unplug the module, reach into the tray and remove the strands of wire.

$$\text{Wire Removal Rate} \cdot \text{Total Number of Solar Modules} \cdot \text{Labor Rate} = \text{Rack Wiring Removal Cost}$$

$$\text{Total} = \$ 1,636.99$$

3. Dismantle Racks

The racking is supported by screw foundations. The racking will be disconnected from the foundation and removed separately.

$$\text{Number of Racks} \cdot \text{Rack Dismantling Rate} \cdot \text{Labor Rate} = \text{Rack Dismantling Cost}$$

$$\text{Total} = \$ 5,461.06$$

4. Remove and Load Electrical Equipment

Electrical equipment includes transformers and inverters.

$$(\text{Number of Inverters} \cdot \text{Inverter Removal Rate} + \text{Number of Transformers} \cdot \text{Transformer Removal Rate}) \cdot (\text{Operator Rate} + \text{Bobcat Cost}) = \text{Electrical Equipment Removal Cost}$$

$$\text{Total} = \$ 365.40$$

5. Break Up Concrete Pads

Concrete pads are broken up using an excavator and jackhammer.

$$\text{Number of Demolition Days} \cdot (\text{Excavator Cost} + \text{Operator Cost}) = \text{Total Concrete Pad Removal}$$

$$\text{Total} = \$ 3,009.33$$

6. Load Racks

Once the racks have been dismantled, they will be loaded onto trucks for removal from the site. The trucking cost associated with this line item represents the additional time a truck will be needed during loading. Please see item # 13 for additional trucking costs.

$$\text{Number of Racks} \cdot \text{Rack Loading Rate} \cdot (\text{Operator Cost} + \text{Front End Loader Cost} + \text{Trucking Cost}) = \text{Total Rack Removal Cost}$$

Total = \$ 24,866.78

7. Remove Electrical Wiring

Electrical wiring will be removed from all underground conduits.

$$\text{Cable Length} \cdot \text{Cable Removal Rate} \cdot (\text{Operator Cost} + \text{Backhoe Cost}) = \text{Total Cable Removal Cost}$$

Total = \$ 3,293.68

8. Remove Foundation Screws

Foundation screws will be backed out of the ground and loaded onto a truck to be removed from site.

$$(\text{Total Number of Screws} / \text{Daily Screw Removal Rate}) \cdot (\text{Operator Rate} + \text{Excavator Cost}) = \text{Total Screw Removal Cost}$$

Total = \$ 6,143.66

9. Remove Fencing

Fencing posts, mesh, and foundations will be loaded onto a truck and removed from site. Trucking costs included in this line item are for the removal process. Trucking to a recycling facility are included in item #13.

$$(\text{Total Length of Fence} \cdot \text{Fence Removal Rate}) \cdot (\text{Operator Rate} + \text{Bobcat Cost} + \text{Trucking Cost}) =$$

Total = \$ 14,960.30

10. Remove Power Poles

Power poles will be removed and shipped off site.

$$\text{Number of Power Poles} \cdot \text{Pole Removal cost} = \text{Total Power Pole Removal Cost}$$

Total = \$ 9,000.00

11. Gravel Road Reclamation

Reclamation of the gravel access road will entail removing the gravel material and exporting it off site. The area will then be backfilled with loam and graded.

$$(\text{Days with Rough Grader} + \text{Days with Fine Grader}) \cdot (\text{Grader Cost per Day} + \text{Operator Cost per Day}) + [\text{Roadway Material Volume} \cdot (\text{Gravel Export Cost} + \text{Loam Import Cost})] = \text{Gravel Road Reclamation Cost}$$

Total = \$ 19,701.75

12. Seed Disturbed Areas

Seeding cost includes labor and materials for reseeding all disturbed areas including the reclaimed gravel road area, former electrical areas, and areas disturbed by racking foundation removal.

$$\text{Seeding Cost} \cdot \text{Disturbed Area} = \text{Total Seeding Cost}$$

Total = \$ 2,668.28

13. Truck to Transfer Station

All material will be trucked to the nearest Transfer station that accepts construction material. The nearest transfer station is Maine Waste to Energy

$$(\text{Total Truckloads} \cdot \text{Roundtrip Distance} \cdot \text{Fuel Cost}) + (\text{Total Truckloads} \cdot \text{Round Trip Time} \cdot \text{Trucking Cost}) = \text{Total Trucking Cost to Transfer Station}$$

Total = \$ 1,513.40

14. Remove and Dispose of Energy Storage Equipment

The battery units will be prepared for shipment and loaded onto a truck. A disposal fee will also be required for the disposal company to accept the batteries.

$$\text{Number of Battery Units} \cdot ((\text{Loading Prep Time} \cdot \text{Labor Cost}) + \text{Loading Time} \cdot (\text{Labor Rate} + \text{Bobcat Cost} + \text{Trucking Cost}) + \text{Disposal Fee}) = \text{Total Energy Storage Removal and Disposal Cost}$$

Total = \$ 55,566.00

Salvage Values

Salvage Value Not Included



Perkins Ridge Road Solar
Auburn, Maine

Summary of Decommissioning Costs and Salvage Values

Line Item	Task	Cost
1	Module Removal	\$ 3,273.99
2	Rack Wiring Removal	\$ 1,636.99
3	Rack Dismantling	\$ 5,461.06
4	Electrical Equipment Loading and Removal	\$ 365.40
5	Break Up Concrete Pads	\$ 3,009.33
6	Load Racks	\$ 24,866.78
7	Electrical Wiring Removal	\$ 3,293.68
8	Foundation Screw Removal	\$ 6,143.66
9	Fence Removal	\$ 14,960.30
10	Power Pole Removal	\$ 9,000.00
11	Gravel Road Reclamation	\$ 19,701.75
12	Seed Disturbed Areas	\$ 2,668.28
13	Trucking to Transfer Station	\$ 1,513.40
14	Energy Storage System Removal	\$ 55,566.00
		Subtotal = \$ 151,460.61

Present Value Total = \$ 151,460.61

Notes:

1. The lifespan of this solar project is 20 years + four (4) - five (5) year extensions.
2. Materials (modules, racking, etc.) are anticipated to last for up to 40 years.
3. The decommissioning (removal) of the project will take approximately 2-3 months depending on weather and ground conditions.
4. Solar modules can be recycled and refurbished by various companies around the country. We have worked with a company (Echo Environmental) out of Carrollton, Texas for recycling modules and also refurbishing them. They refurbish and resell. Their scope of work is :



Contractor shall provide the Services and Deliverable(s) as follows:

- Contractor will provide sortation and inspection for refurb and resale value and then recycling for Solar PV and peripheral solar materials at the Echo Environmental Carrollton, TX facility deemed end-of-life.
- Client will provide location and onsite contact information for reference.
- Contractor will assist in managing the shipping when requested. The cost of shipping will be the sole responsibility of the Client and will be charged at cost when managed by Echo Environmental.
- Client will provide packaging of the modules to avoid any further damage and shifting during shipping.
- Units will be received based on schedule to be provided by contractor.
- Exceptions and discrepancies will be reviewed with client within 5 business days. Materials will be segregated until resolution.
- Contractor will perform all recycling as needed in compliance with R2 standards.

APPENDIX M

SITE USE PLANS

T-1.0 Title Sheet

C-1.0 Existing Conditions Plan

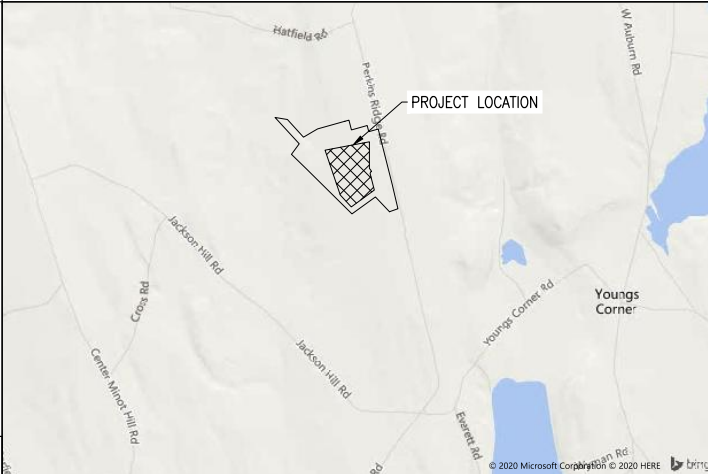

C-2.0 Layout and Materials Plan

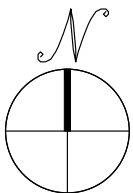
C-3.0 Grading and Erosion Control Plan

C-4.0 Civil Details

SITE USE PERMIT SET

1040 PERKINS RIDGE ROAD, AUBURN, ME 04210
4,995 KW AC SOLAR ELECTRIC SYSTEM

GENERAL NOTES		PROJECT SCOPE		LOCATION MAP		DRAWING LIST															
<div><div><div>1.</div><div>AS CONTAINED HEREIN, "CONTRACTOR" IS ASSUMED TO BE THE EPC PROVIDER HIRED BY THE SYSTEM/PROJECT OWNER.</div></div><div><div>2.</div><div>WHEN THERE IS A CONFLICT BETWEEN THESE GENERAL NOTES AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.</div></div><div><div>3.</div><div>ALL WORK SHALL CONFORM TO THE MINIMUM STANDARDS OF THE FOLLOWING: LOCAL BUILDING CODE, LOCAL ELECTRICAL CODE, ANY OTHER REGULATING AGENCIES WHICH HAVE AUTHORITY OVER ANY PORTION OF THE WORK AND THOSE CODES AND STANDARDS LISTED IN THESE DRAWINGS.</div></div><div><div>4.</div><div>THESE DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING A CONSTRUCTION LEVEL DESIGN AND ASSOCIATED DRAWINGS AND DETAILS.</div></div><div><div>5.</div><div>COORDINATE THESE DRAWINGS WITH SPECIFICATIONS AND MANUFACTURER INSTALLATION AND OPERATION MANUALS.</div></div><div><div>6.</div><div>UNLESS OTHERWISE NOTED, THE DESIGN REPRESENTED ON THESE PLANS IS BASED ON THE INFORMATION AND CRITERIA LISTED IN THE "BASIS OF DESIGN" SECTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY SUCH INFORMATION IN PREPARATION OF THE CONSTRUCTION DESIGN.</div></div><div><div>7.</div><div>THE EXISTING CONDITIONS REPRESENTED ON THESE PLANS ARE BASED ON PUBLICLY AVAILABLE INFORMATION AND THE SITE DISCOVERY SUMMARIZED IN THESE DRAWINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACCURACY OF SUCH INFORMATION AND SUPPLEMENT WITH ANY ADDITIONAL REQUIRED INFORMATION.</div></div><div><div>8.</div><div>UNLESS INDICATED AS EXISTING (E), ALL PROPOSED MATERIALS AND EQUIPMENT SHALL BE CONSIDERED TO BE NEW.</div></div><div><div>9.</div><div>ALL EQUIPMENT AND COMPONENTS SHALL BE MOUNTED IN COMPLIANCE WITH THE MANUFACTURER'S REQUIREMENTS, CONSTRUCTION DETAILS, AND/OR PRUDENT INDUSTRY STANDARDS.</div></div><div><div>10.</div><div>TO THE EXTENT THAT TRESS AND OTHER FEATURES AFFECT THE SYSTEM'S PRODUCTION, SUCH PRODUCTION MODELING IS BASED ON THE EXISTING APPROXIMATE HEIGHTS AND LOCATIONS RELATIVE TO THE SYSTEM AND MAY BE IMPACTED AS TREES GROW AND OTHER FEATURES CHANGE.</div></div></div>		<div><div>THIS PROJECT CONSISTS OF THE INSTALLATION OF SOLAR MODULES PER THE SYSTEM DESCRIPTION, BELOW. THE MODULES WILL BE INSTALLED ON A GROUND MOUNTED RACKING SYSTEM. THE MODULES WILL BE WIRED IN SERIES STRINGS AND CONNECTED IN PARALLEL TO THE INVERTER(S), WHICH CONVERT THE PHOTOVOLTAIC OUTPUT POWER FROM DC TO AC. THE SOLAR ELECTRIC SYSTEM WILL BE INTERCONNECTED WITH THE EXISTING SITE ELECTRICAL SYSTEM IN ACCORDANCE WITH THE APPLICABLE ELECTRICAL CODE AND CMP REQUIREMENTS.</div><div>THIS PROJECT CONSISTS OF THE INSTALLATION OF ENERGY STORAGE EQUIPMENT, PER THE SYSTEM DESCRIPTION, BELOW. THE ENERGY STORAGE MODULES WILL BE INSTALLED IN A PURPOSE BUILT UNIT(S), AND FIRE SUPPRESSION SYSTEMS. THE ENERGY STORAGE MODULES WILL BE WIRED IN SERIES STRINGS AND CONNECTED THROUGH DC/DC CONVERTERS, WHICH WILL CONVERT DC TO AC WHILE THE BATTERIES ARE DISCHARGING.</div></div>				<table><tr><th>SHEET NUMBER</th><th>SHEET TITLE</th></tr><tr><td>T-1</td><td>TITLE PAGE</td></tr><tr><td colspan="2">CIVL</td></tr><tr><td>C-1.0</td><td>EXISTING CONDITIONS PLAN</td></tr><tr><td>C-2.0</td><td>LAYOUT AND MATERIALS PLAN</td></tr><tr><td>C-3.0</td><td>GRADING AND EROSION CONTROL PLAN</td></tr><tr><td>C-4.0</td><td>CIVIL DETAILS</td></tr></table>		SHEET NUMBER	SHEET TITLE	T-1	TITLE PAGE	CIVL		C-1.0	EXISTING CONDITIONS PLAN	C-2.0	LAYOUT AND MATERIALS PLAN	C-3.0	GRADING AND EROSION CONTROL PLAN	C-4.0	CIVIL DETAILS
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		C-3.0	GRADING AND EROSION CONTROL PLAN																		
		C-4.0	CIVIL DETAILS																		
		SYSTEM DESCRIPTION																			
		MODULES	ASTRONERGY CHSM72M(DG)/F-BH 535W			SYSTEM SIZE	4995 KWAC														
STC RATING	535 WDC	INVERTERS(S)	PE (1) HEMK FS3190K (FACTORY LIMITED TO 2995KW), (1) HEMK FS2125K (FACTORY LIMITED TO 2000KW)																		
RACKING	TERRASMART TGP 2X12	CEC EFFICIENCY	98 %																		
AZIMUTH	180	TILT ANGLE	25																		
ENERGY STORAGE SYSTEM DESCRIPTION																					
SYSTEM POWER CAPACITY		4995 KWAC																			
SYSTEM ENERGY CAPACITY		5 HOURS AT RATED POWER CAPACITY																			
POWER CONVERSION SYSTEM / INVERTER		PE (1) HEMK FS3190K (FACTORY LIMITED TO 2995KW), (1) HEMK FS2125K (FACTORY LIMITED TO 2000KW)																			
DC / DC CONVERTER		(10) POWER ELECTRONICS FREEEMAQ FD0500 DC/DC CONVERTER 500KW																			
TOTAL SYSTEM DESCRIPTION																					
TOTAL PV + STORAGE POWER CAPACITY		9900 KWAC																			
MAXIMUM EXPORT TO UTILITY		4995 KWAC																			
APPLICABLE CODES AND STANDARDS		PROJECT DIRECTORY		GENERAL ABBREVIATIONS																	
<div>2017 NATIONAL ELECTRICAL CODE WITH ME AMENDMENTS 2015 INTERNATIONAL BUILDING CODE WITH ME AMENDMENTS UL-1703 - SOLAR MODULES UL-1741 - INVERTERS, COMBINER BOXES UL-2703 - RACKING MOUNTING SYSTEMS AND CLAMPING DEVICES FOR PV MODULES UL-1642 - STANDARD FOR LITHIUM BATTERIES UL-1973 - STANDARD FOR BATTERIES FOR USE IN LIGHT ELECTRIC RAIL (LER) APPLICATIONS AND STATIONARY APPLICATION UL-9540 - STANDARD FOR ENERGY STORAGE SYSTEM AND EQUIPMENT</div>		<div><div><div>LAND OWNER / HOST</div><div>APPLE RIDGE FARMS, INC. 1040 PERKINS RIDGE ROAD AUBURN, ME 04210</div></div><div><div>AUTHORITY HAVING JURISDICTION</div><div>CITY OF AUBURN AUBURN, ME 04210</div></div><div><div>UTILITY</div><div>CMP</div></div></div> <div><div><div>CIVIL ENGINEER</div><div>FIRM: BORREGO SOLAR SYSTEMS, INC. CONTACT: DAVID ALBRECHT, P.E. PHONE: 978-513-2621</div></div><div><div>ELECTRICAL ENGINEER</div><div>FIRM: BORREGO SOLAR SYSTEMS, INC CONTACT: AHARON WRIGHT, P.E. PHONE: 978-221-3081</div></div><div><div>DESIGN ENGINEER</div><div>FIRM: BORREGO SOLAR SYSTEMS, INC CONTACT: MEGAN BELVAL PHONE: 978-735-1946</div></div></div>		<div><div><div>(E) EXISTING</div><div>AHJ AUTHORITY HAVING JURISDICTION</div><div>APPROX APPROXIMATE</div><div>ARY ARRAY</div><div>BLDG BUILDING</div><div>BSS BORREGO SOLAR SYSTEM</div><div>CL CENTERLINE</div><div>DAS DATA ACQUISITION SYSTEM</div><div>DIA DIAMETER</div><div>DO DITTO</div><div>EW EAST-WEST</div><div>FBO FURNISHED BY OTHERS</div><div>FF FORWARD FACING</div><div>GALV GALVANIZED</div><div>HDG HOT DIP GALVANIZED</div><div>HVAC HEATING VENTILATION AND AIR CONDITIONING</div><div>ID INSIDE DIAMETER</div><div>MFR MANUFACTURER</div><div>MOD SOLAR MODULE</div></div><div><div>NS NORTH-SOUTH</div><div>NTS NOT TO SCALE</div><div>OAE OR APPROVED EQUAL</div><div>OC ON CENTER</div><div>OD OUTSIDE DIAMETER</div><div>OFCl OWNER FURNISHED CONTRACTOR INSTALLED</div><div>PV PHOTOVOLTAIC</div><div>PVC POLY VINYL CHLORIDE</div><div>SCH SCHEDULE</div><div>SS STAINLESS STEEL</div><div>SSS SOLAR SUPPORT STRUCTURE</div><div>STC STANDARD TEST CONDITIONS</div><div>TBD TO BE DETERMINED</div><div>TP TAMPER PROOF</div><div>TYP TYPICAL</div><div>UON UNLESS OTHERWISE NOTED</div><div>VIF VERIFY IN FIELD</div><div>WP WEATHER PROOF</div></div></div> <div>REV 1.0</div>																	

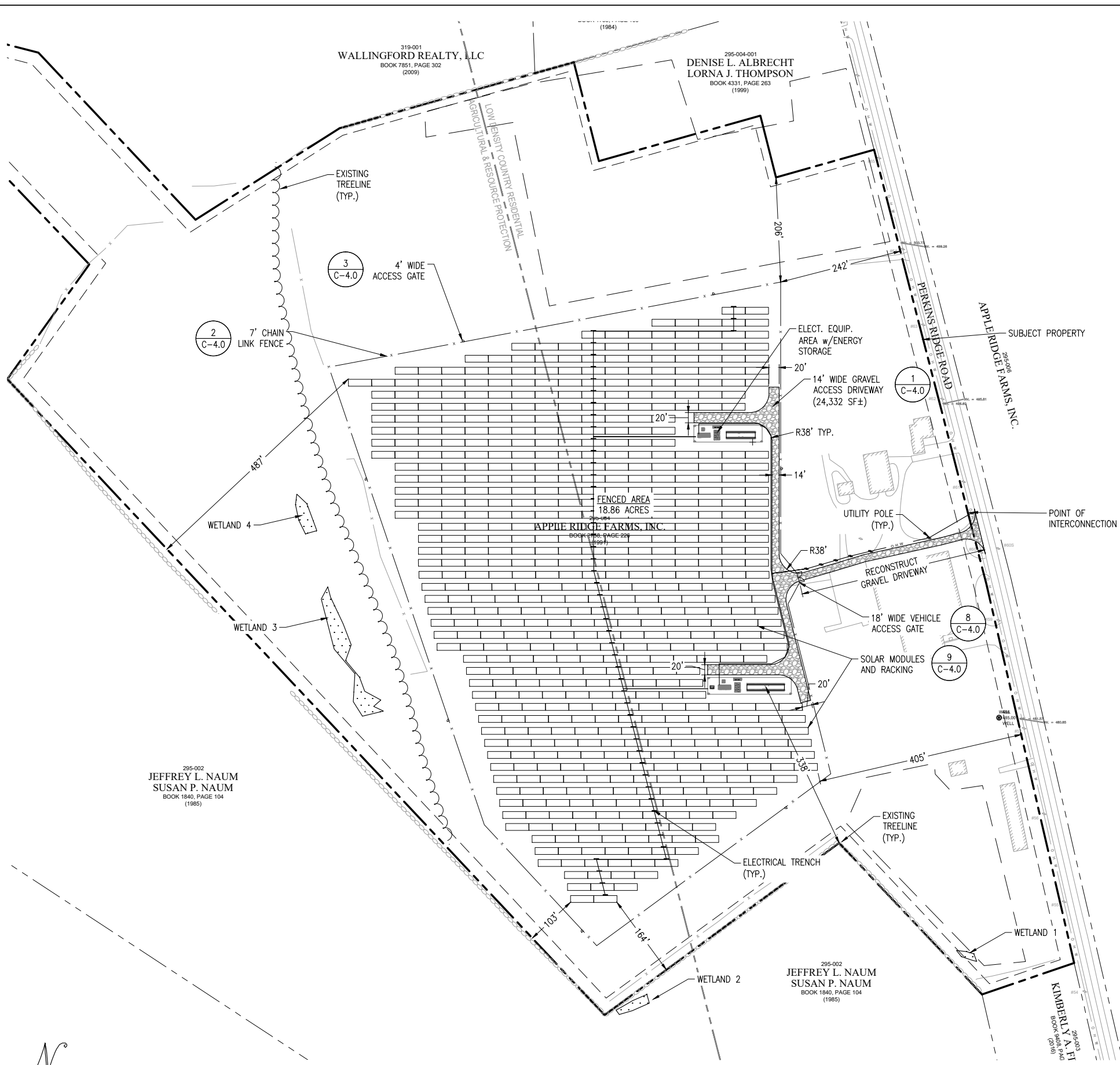


SCALE: 1" = 100'

GENERAL NOTES:

1. THIS SURVEY INFORMATION DEPICTS CONDITIONS FOUND AND SURVEYED BY CE INC. ON OCTOBER 5, 2020.
2. THE SURVEY IS ORIENTED TO MAINE STATE PLAN COORDINATE SYSTEM, WEST ZONE, NAD83 DATUM (CORS96).
3. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

[illegible]



LEGEND

SOLAR MODULES

ROAD (GRAVEL)

x

FENCE LINE

PROPERTY LINE

FLOW DIRECTION

100

(E) MAJOR CONTOUR

99

(E) MINOR CONTOUR

TREELINE

SILT FENCE

DOUBLE SILT FENCE

MULCH TUBE

WETLANDS

OAE

OR APPROVED EQUAL

OWNER:
APPLE RIDGE FARMS, LLC
PO BOX 202
TURNER, ME 04210

PARCEL #
226-006

APPLICANT:
978 SOLAR DEVELOPMENT, LLC
c/o BORREGO SOLAR SYSTEMS, INC.
55 TECHNOLOGY DRIVE, SUITE 102
LOWELL, MA 01851
978-513-2621

ZONING: AGRICULTURAL AND RESOURCE PROTECTION
LOW-DENSITY COUNTRY RESIDENTIAL

NATURAL RESOURCES NOTES:
1. NATURAL RESOURCE FIELD SURVEYS WERE COMPLETED BY CES, INC. IN APRIL 2020 ON A PORTION OF THIS SITE, AS SHOWN ON THE PLAN.
2. WETLAND WERE IDENTIFIED AND DELINEATED IN ACCORDANCE WITH 1987 CORPS OF ENGINEERS WETLAND DELINEATION MANUAL ND THE 2012 NORTHCENTRAL AND NORTHEAST REGIONAL SUPPLEMENT (VERSION 2.0). POTENTIAL VERNAL POOL SURVEY WERE COMPLETED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS AND DEFINITIONS, AND THE MAWS VERNAL POOL SURVEY PROTOCOL. STREAMS WERE NOT FOUND ON THIS SITE.
3. SITE FEATURES WERE LOCATED USING A SUB-METER CAPABLE TRIMBLE GPS AND CONFIRMED BY AN ON THE GROUND FIELD SURVEY.

GENERAL NOTES:
1. THIS SURVEY INFORMATION DEPICTS CONDITIONS FOUND AND SURVEYED BY CE INC. ON OCTOBER 5, 2020.
2. THE SURVEY IS ORIENTED TO MAINE STATE PLAN COORDINATE SYSTEM, WEST ZONE, NAD83 DATUM (CORS96).
3. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

ZONING SUMMARY TABLE			
	REQUIRED	PROVIDED	NOTES
PARCEL AREA	-	57.0	
FRONTAGE	-	1,643'±	
FRONT SETBACK	25'	242'	
SIDE SETBACK	15'	164'	
REAR SETBACK	25' / 352'	103'	OR 25% OF AVG LOT DEPTH
LOT COVERAGE	30%	2.8%	INCL. SCREWS, CONCRETE PADS, & GRAVEL ROAD

LAYOUT AND MATERIALS PLAN

SCALE: 1" = 100'

0

100'

200'

THIS DOCUMENT IS PROVIDED BY BORREGO SOLAR SYSTEMS, INC. TO FACILITATE THE SALE AND INSTALLATION OF A SOLAR POWER SYSTEM FROM BORREGO SOLAR SYSTEMS, INC. REPRODUCTION, RELEASE, OR UTILIZATION FOR ANY OTHER PURPOSE, WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

BORREGO SOLAR

55 TECHNOLOGY DRIVE, SUITE 102
LOWELL, MA 01851
PHONE: (888) 888-6273
FAX: (888) 842-6778
WWW.BORREGOSOLAR.COM

NOT FOR CONSTRUCTION

PLAN SET
SOLAR PROJECT
1040 PERKINS RIDGE ROAD, AUBURN, ME 04210

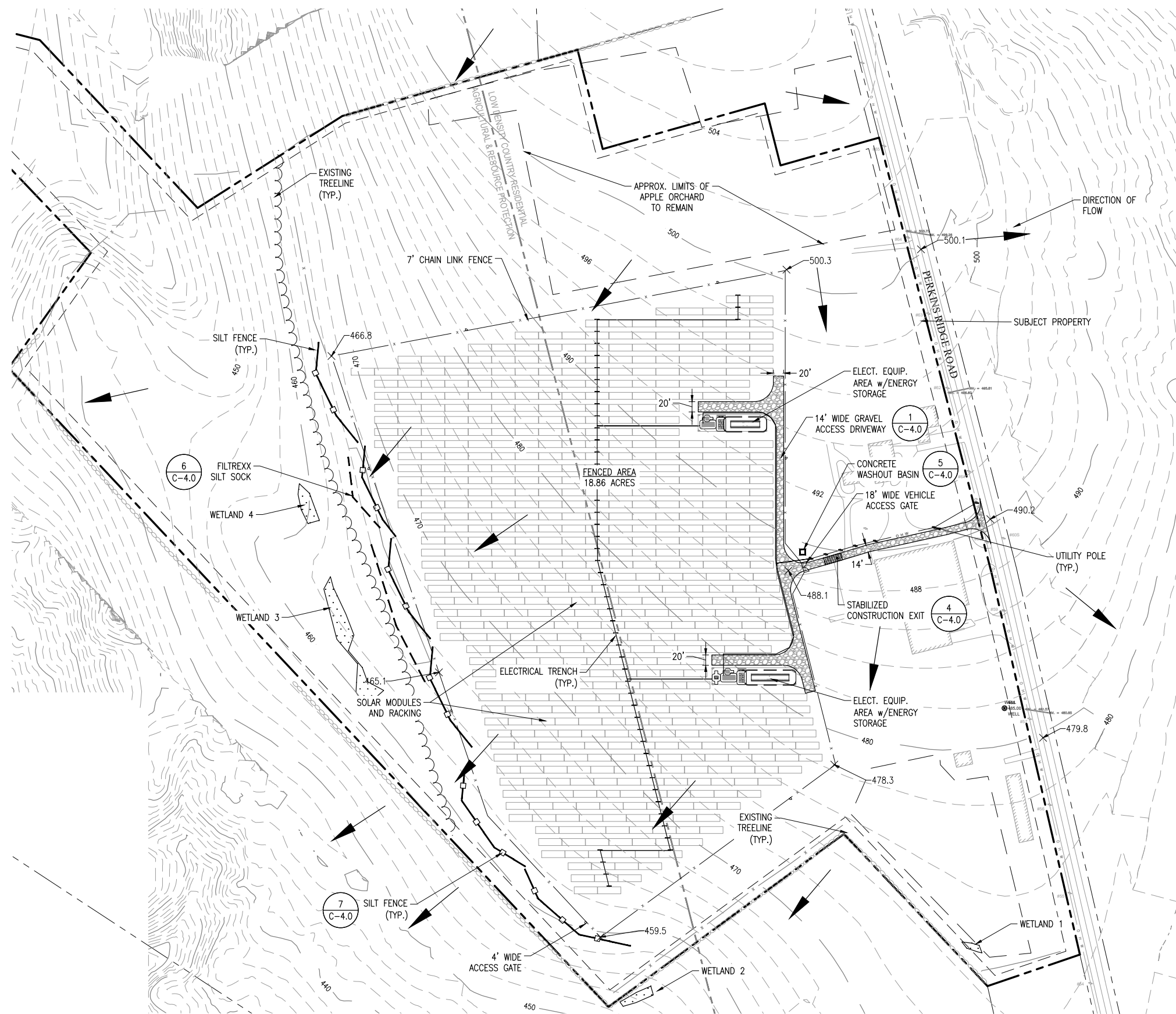
PROJECT NUMBER:
905-2889

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL	CITY	PB	SUBMISSION
	10-30-20	DA	DA				

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-2.0

LAYOUT AND MATERIALS PLAN



LEGEND

- SOLAR MODULES
- ROAD (GRAVEL)
- FENCE LINE
- PROPERTY LINE
- FLOW DIRECTION
- (E) MAJOR CONTOUR
- (E) MINOR CONTOUR
- TREELINE
- SILT FENCE
- DOUBLE SILT FENCE
- MULCH TUBE
- WETLANDS
- OAE OR APPROVED EQUAL

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PHONE: (888) 886-6273
FAX: (888) 843-6778
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NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON TO ALTER ANY DOCUMENT WHICH BEARS THE SEAL OF A PROFESSIONAL ENGINEER, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER.

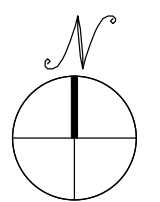
PLAN SET
SOLAR PROJECT
1040 PERKINS RIDGE ROAD, AUBURN, ME 04210

PROJECT NUMBER:
905-2889

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
10	10-30-20	DA	DA	CITY PB SUBMISSION

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-3.0
GRADING AND EROSION CONTROL PLAN



GRADING AND EROSION CONTROL PLAN

SCALE: 1" = 100'

APPENDIX N

GLARE STUDY

Solar Module Glare Report

4.990 MW AC
Solar Energy Facility
1040 Perkins Ridge Road
Auburn, ME

Submitted By:

Borrego Solar Systems, Inc.
55 Technology Drive, Suite 102
Lowell, MA 01851

Submitted to:

Town of Auburn

October 29, 2020

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2.0	Analysis Description	1
3.0	References.....	2
	Glint/Glare References	2
	PHLUX References	3

Table of Appendices

Appendix A.....	Observation Point Analysis Reports
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Solar Module Glare Report

1040 Perkins Ridge Road, Auburn ME

1.0 Executive Summary

The ground-mounted photovoltaic solar system at 1040 Perkins Ridge Road in Auburn, ME is made up of approximately 14,820 modular solar panels structurally mounted on a screw type rack system.

This Solar Module Glare Report has been prepared specifically for the town of Auburn Planning Board. Based on our analysis of the glare from sunlight reflecting off the proposed solar modules, the project does have potential for a temporary after-image for short periods at certain seasonal times of the year. The potential for glare is only slightly above the threshold for low potential and is several magnitudes less than an unfiltered view of the sun. In addition, the analysis tool does not adjust for existing vegetation or other visual obstructions. Based on these considerations, the project does not create problem glare.

2.0 Analysis Description

The proposed project was modeled using the Solar Glare Hazard Analysis Tool created by Sandia National Laboratories and licensed to Forge Solar. The array location, anti-glare coating, tilt, orientation, and height are included in the model. Approaches from the Auburn-Lewiston Airport were selected to model potential glare from the proposed solar arrays.

Solar Glare Hazard Analysis Report output for the airport approaches is included in Appendix A.

No glare potential is found for the airport approaches.

Observation from the residence at 1000 Perkins Ridge Road (OP1 – a discrete observation receptor) results in potential for a temporary after-image for a short period of time between 5:30PM and 7:30PM for part of the year. The observation point was placed at the 2nd story window of the house, closest to the solar array. Outside those time periods, there is no potential for glare from this observation location. The daily duration of the glare is under 30 minutes per day throughout the year. The solar array field is 600' from this residence. There is an approximately 350' wide vegetated area that is largely evergreen and deciduous trees that is between the residence and most of the solar system that will block most of this minor glare. This vegetation will remain throughout and after construction. There is a small portion of the array that will be visible from the residence.

Observation by passing vehicles on Perkins Ridge Road was included in this report. Perkins Ridge Road runs N-S, 400' to the east of the solar array. No glare potential is found for the vehicles passing on Perkins Ridge Road.

Solar Module Glare Report

1040 Perkins Ridge Road, Auburn ME

3.0 References

Glint/Glare References

Ho, C. K. and Sims, C. A., 2013, Solar Glare Hazard Analysis Tool (SGHAT) User's Manual v. 2.0, SAND2013-7063P, Sandia National Laboratories, Albuquerque, NM. (Download)

Ho, C. K., Sims, C. A., Yellowhair, J. E. and Bush, H. E., 2014, Solar Glare Hazard Analysis Tool (SGHAT) Technical Reference Manual, SAND2014-18360 O, Sandia National Laboratories, Albuquerque, NM. (Download)

Overview presentation of the Solar Glare Hazard Analysis Tool (SGHAT) (Download)

Ho, C. K., April 2013, Relieving a Glaring Problem, Solar Today (Download)

Barrett, S., June 2013, Glare Factor: Solar Installations And Airports, Solar Industry, Volume 6, Number 5. (link)

Ho, C. K., 2012, Glare Impacts from Solar Power Plants near Airports, in Proceedings of ACC/AAAE Airport Planning, Design and Construction Symposium, Denver, Colorado, Feb. 29 - Mar. 2. (Download)

Ho, C. K., 2011, Observations and Assessments of Glare from Heliostats and Trough Collectors: Helicopter Flyover and Drive-By Sightings, in proceedings of SolarPACES 2011, Granada, Spain, Sept. 20-23. (Download)

Ho, C. K., 2011, Summary of Impact Analyses of Renewable Energy Technologies on Aviation and Airports, Presentation to Federal Aviation Administration, Feb. 16. (Download)

Ho, C. K., Ghanbari, C. M., and Diver, R. B., 2011, Methodology to Assess Potential Glint and Glare Hazards From Concentrating Solar Power Plants: Analytical Models and Experimental Validation, ASME J. Sol. Energy Eng., 133. (Download)

Ho, C. K., Ghanbari, C. M., and Diver, R. B., 2010, Methodology to Assess Potential Glint and Glare Hazards From Concentrating Solar Power Plants: Analytical Models and Experimental Validation, SAND2010-2581C, in proceedings of the 4th International Conference on Energy Sustainability, Phoenix, AZ, May 17-22. (Download)

Ho, C. K. and Khalsa, S. S., 2010, Hazard Analysis and Web-Based Tool for Evaluating Glint and Glare from Solar Collector Systems, in proceedings of SolarPACES 2010, Perpignan, France, Sept. 21-24. (Paper) (Presentation)

Ho, C. K., Ghanbari, C. M., and Diver, R. B., 2009, Hazard Analyses of Glint and Glare From Concentrating Solar Power Plants, SAND2009-4131C, in proceedings of SolarPACES 2009, Berlin, Germany, Sept. 15-18. (Download)

Solar Module Glare Report

1040 Perkins Ridge Road, Auburn ME

PHLUX References

Ho, C.K., and S.S. Khalsa, 2012, A Photographic Flux Mapping Method for Concentrating Solar Collectors and Receivers, *J. Solar Energy Engineering, Transactions of the ASME*, 134(4), 041004-1 - 041004-8. (Download)

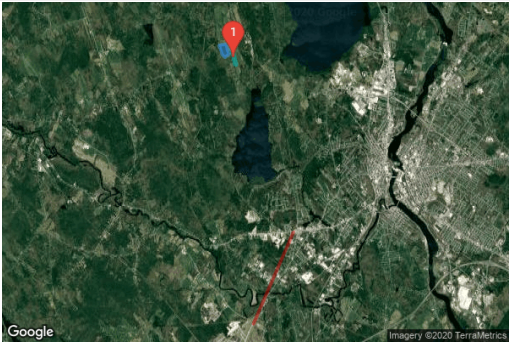
Ho, C. K., Khalsa, S. S., Gill, D., Sims, C. A., 2011, Evaluation of a New Tool for Heliostat Field Flux Mapping, in proceedings of SolarPACES 2011, Granada, Spain, Sept. 20-23. (Download)

Ho, C. K. and Khalsa, S. S., 2011, A Flux Mapping Method for Central Receiver Systems, in proceedings of ASME 2011 5th International Conference on Energy Sustainability and 9th Fuel Cell Science, Engineering and Technology Conference, Washington, D.C., USA, Aug. 7-10. (Download)



Site Configuration: Untitled-temp-0

Project site configuration details and results.



Created **Oct. 29, 2020 4:04 p.m.**
Updated **Oct. 29, 2020 4:23 p.m.**
DNI **varies** and peaks at **1,000.0 W/m^2**
Analyze every **1 minute(s)**
0.5 ocular transmission coefficient
0.002 m pupil diameter
0.017 m eye focal length
9.3 mrad sun subtended angle
Timezone **UTC-5**
Site Configuration ID: 45060.8108

Summary of Results

Glare with potential for temporary after-image predicted

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced
	deg	deg	min	min	kWh
PV array 1	0.0	180.0	0	3,458	-

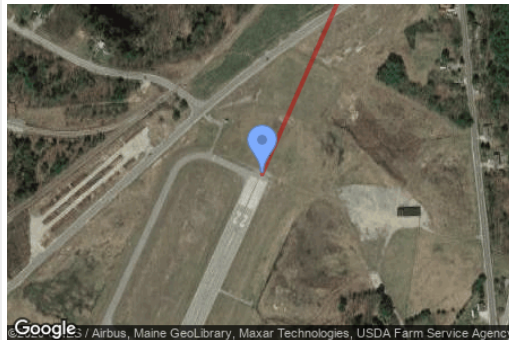
Component Data

PV Array(s)

Name: PV array 1**Axis tracking:** Fixed (no rotation)**Tilt:** 0.0 deg**Orientation:** 180.0 deg**Rated power:** -**Panel material:** Smooth glass without AR coating**Vary reflectivity with sun position?** Yes**Correlate slope error with surface type?** Yes**Slope error:** 6.55 mrad**Approx. area:** 876,852 sq-ft

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	44.132987	-70.290094	478.47	0.00	478.47
2	44.134296	-70.290845	489.16	0.00	489.16
3	44.135913	-70.291210	501.06	0.00	501.06
4	44.135543	-70.294128	471.03	0.00	471.03
5	44.132802	-70.292862	460.11	0.00	460.11
6	44.132063	-70.291725	454.70	0.00	454.70


2-Mile Flight Path Receptor(s)

Name: FP 1**Description:****Threshold height :** 50 ft**Direction:** 203.6 deg**Glide slope:** 3.0 deg**Pilot view restricted?** Yes**Vertical view restriction:** 30.0 deg**Azimuthal view restriction:** 50.0 deg

Point	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
Threshold	44.054771	-70.280184	262.15	50.00	312.16
2-mile point	44.081255	-70.264027	226.44	639.17	865.61

Route Receptor(s)

Name: Route 1
Route type Two-way
View angle: 50.0 deg



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	44.137721	-70.290149	507.88	5.00	512.88
2	44.129990	-70.287445	471.45	5.00	476.45
3	44.137721	-70.290149	507.88	5.00	512.88

Discrete Observation Receptors

Number	Latitude	Longitude	Ground elevation	Height above ground	Total Elevation
	deg	deg	ft	ft	ft
OP 1	44.132066	-70.288455	477.06	13.50	490.56

PV Array Results

Summary of PV Glare Analysis

PV configuration and predicted glare

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced	Data File 
	deg	deg	min	min	kWh	
PV array 1	0.0	180.0	0	3,458	-	-


Click the name of the PV array to scroll to its results

PV & Receptor Analysis Results

detailed results for each PV array and receptor

PV array 1

potential temporary after-image



Component	Green glare (min)	Yellow glare (min)
FP: FP 1	0	0
OP: OP 1	0	3458
Route: Route 1	0	0

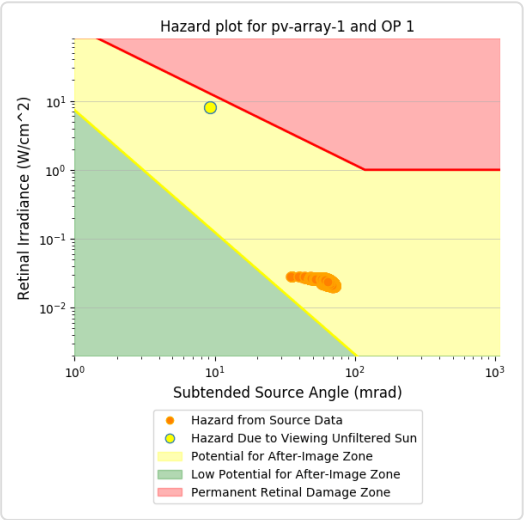
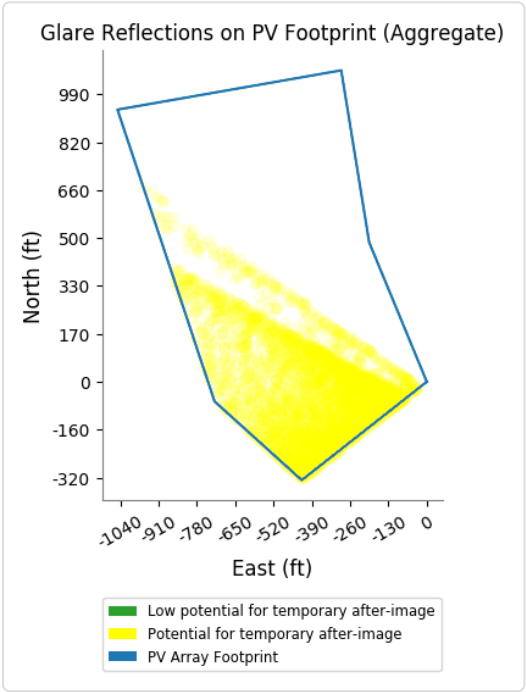
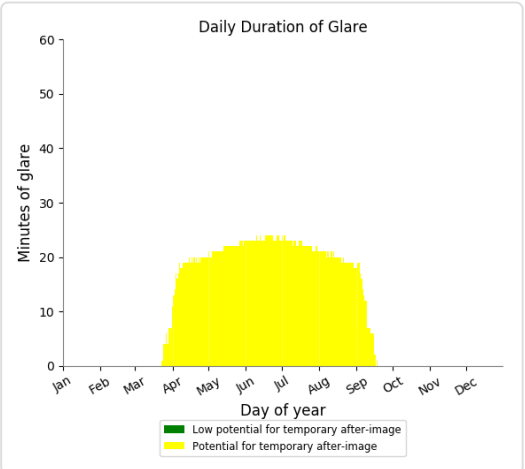
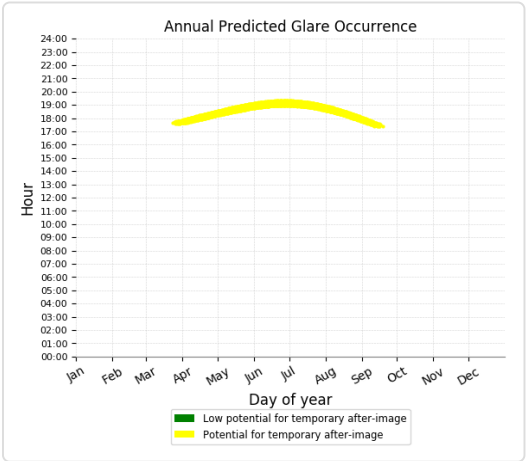
PV array 1 - Receptor (FP 1)

No glare found

PV array 1 - OP Receptor (OP 1)

PV array is expected to produce the following glare for receptors at this location:

- 0 minutes of "green" glare with low potential to cause temporary after-image.
- 3,458 minutes of "yellow" glare with potential to cause temporary after-image.



PV array 1 - Route Receptor (Route 1)

No glare found

Assumptions

- Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
- Glare analyses do not account for physical obstructions between reflectors and receptors. This includes buildings, tree cover and geographic obstructions.
- Detailed system geometry is not rigorously simulated.
- The glare hazard determination relies on several approximations including observer eye characteristics, angle of view, and typical blink response time. Actual values and results may vary.
- The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.
- Several calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare.
- The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
- Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
- Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
- Glare vector plots are simplified representations of analysis data. Actual glare emanations and results may differ.
- Glare analysis methods used: OP V1, FP V1, Route V1
- Refer to the **Help page** for assumptions and limitations not listed here.

APPENDIX O

CMP - INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

Forms and Agreements 8**Page 1****Forms and Agreements 8: Interconnection System Impact Study Agreement**

This agreement is made and entered into this 17th day of September by and between 510 PV Project Development, LLC a company organized and existing under the laws of the State of California ("Interconnection Customer,"), and Central Maine Power Company ("Electric T & D Utility") existing under the laws of the State of Maine ("T & D Utility"). Interconnection Customer and T & D Utility each may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Interconnection Customer on 8/29/2019 and;

Whereas, Interconnection Customer desires to interconnect the Generating Facility with T & D Utility 's Electric Distribution System;

Whereas, T & D Utility has completed an Interconnection Feasibility Study and provided the results of said study to Interconnection Customer (This recital to be omitted if the Parties have agreed to forego the Interconnection Feasibility Study.);

Whereas, Interconnection Customer has requested T & D Utility to perform an Interconnection System Impact Study to assess the impact of interconnecting the Generating Facility to T & D Utility 's Electric Distribution System;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this agreement, with initial capitalization, the terms specified shall have the meanings indicated. Terms used in this agreement with initial capitalization but not defined in this agreement shall have the meanings specified in Attachment 1 of the Standard Small Generator Interconnection Forms.
2. Interconnection Customer elects and T & D Utility shall cause to be performed an Interconnection System Impact Study consistent with §11 of the Standard Small Generator Interconnection Rule.
3. The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this agreement.
4. The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study and the technical information provided by Interconnection Customer in the Interconnection Request. T & D Utility reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.

Forms and Agreements 8**Page 2**

5. The Interconnection System Impact Study report shall provide the following information:
 - 5.1 Identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection,
 - 5.2 Identification of any thermal overload or voltage limit violations resulting from the interconnection,
 - 5.3 Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and
 - 5.4 Description and non-binding, good faith estimated cost of facilities required to interconnect the Generating Facility to T & D Utility 's Electric Distribution System and to address the identified short circuit, instability, and power flow issues.
- 6 T & D Utility may require a study deposit of the lesser of 50 percent of estimated non-binding good faith study costs or \$3,000.
- 7 The distribution Interconnection System Impact Study, if required, shall be completed and the results transmitted to Interconnection Customer within Forty-Five Business Days (45 BD) after this agreement is signed by the Parties.
- 8 Study fees shall be based on actual costs and will be invoiced to Interconnection Customer after the study is transmitted to Interconnection Customer. The invoice shall include an itemized listing of employee time and costs expended on the study.
- 9 Interconnection Customer shall pay any actual study costs that exceed the deposit without interest within Thirty Calendar Days (30 CD) on receipt of the invoice. T & D Utility shall refund any excess amount without interest within Thirty Calendar Days (30 CD) of the invoice.

In witness thereof, the Parties have caused this agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Central Maine Power Company**Keith Radonis**

Digitally signed by: Keith Radonis
 DN: CN = Keith Radonis email = keith.radonis@cmpco.com C = US O = Interconnection Services OU = Central Maine Power
 Date: 2020.09.17 14:47:21 -05'00'

Name: _____ Date: _____

Keith Radonis

Title: Manager – Interconnection Services

Central Maine Power Company**Eric N.
Stinneford**

Digitally signed by: Eric N. Stinneford
 DN: CN = Eric N. Stinneford email = eric.stinneford@cmpco.com C = US O = Central Maine Power Company OU = V.P. Treasurer and Controller
 Date: 2020.09.18 08:12:17 -04'00'

Name: _____ Date: _____

Eric N. Stinneford


Title: Vice President – Treasurer and Controller

Forms and Agreements 8

Page 3

510 PV Project Development, LLC

Name: Brendan Neagle Title: VP Project Finance
(Printed)

Signed:  Date: 9/14/2020
8F2EE8DA37B84F6...

Attachment to Interconnection System Impact Study Agreement:

Assumptions Used in Conducting the Interconnection System Impact Study

The Interconnection System Impact Study shall be based upon the results of the Interconnection Feasibility Study, subject to any modifications in accordance with Section 6.5 of the Standard Small Generator Interconnection Rule, and the following assumptions:

1. Designation of Point of Interconnection and configuration to be studied.
 - PRJ: **54**
 - Circuit: **420D2 Non-FERC**
 - Substation: **HOTEL ROAD**
 - Site Address: **1040 Perkins Ridge Rd** Town: **Auburn**
 - Generation Size: **4990 kW AC**
 - Generation Type: **Solar/Battery**
2. Designation of alternative Points of Interconnection and configuration.
3. In executing this study agreement both parties mutually agree to the Combined Feasibility and Impact Study Agreement duration for completion of Forty-Five Business Days (45 BD). This is only applicable if the developer advises they wish to proceed forward with the Combined Study option instead of separating the studies.

APPENDIX P
FAA COORDINATION

APPENDIX Q
OPERATIONS AND MAINTENANCE PLAN

Pricing Summary

As discussed, this proposal includes pricing and scope of work for our Preventative O&M Services packages.

Preventative O&M Service Pricing

Pricing									
Site name	System Size (kW-dc)	Preventative O&M		Comprehensive O&M		Wash		Mow	
		\$/kW	Total \$	\$/kW	total	\$/module	Total \$	\$/acre	Total \$
TOTAL									

**Pricing is based off of drawings and site components shared [X date] and titled [XXX].*

O&M Pricing Assumptions

All pricing reflects the following per site assumptions:

- This is indicative pricing and is subject to adjustment
- 2% Annual escalator each year after the initial twelve-month period
- Excludes any sales, use, general excise, or any other taxes applicable to services
- Excludes Prevailing Wage considerations on all services unless specifically noted
- Excludes lift aerial rental costs for any in-scope or additional O&M services
- Excludes site related civil and property maintenance costs such as site grading, water drainage, tree trimming, etc. In these cases, Borrego will alert Owner of any concerns, and coordinate with third-party contractors to perform repairs (with third party costs paid by Owner)
- Excludes major repairs, including, but are not limited to: SEL relay programming; replacement of major components such as central inverters, transformers, switchgear, and medium voltage equipment; insurable events; and, major module replacement (dependent on type of system and number of modules impacted)
- Material replacement costs are the responsibility of the Owner including the event of a manufacturer not being able (or willing) to honor its product warranties
- Module washing (if applicable) pricing assumes water is provided on site by host

Scope of Services – Preventative Package

Monitoring

“Eyes on” of assets by both the Operational Center and / or the Regional Managers (Area Supervisors) allows for detection of site issues that may impact generation. Our PV monitoring program includes:

Monitoring		
Monitoring	Service Description	Frequency
Site Monitoring	Monitor specified inverter and meter output data & alarms through owner provided DAS platform(s)	Daily

Preventative Maintenance

A long-term commitment to preventative maintenance is necessary to meet warranty obligations, ensure the longevity of your system(s), and optimize your investment. Our PV preventative maintenance program includes:

DC SYSTEMS		
Preventative Maintenance	Service Description	Frequency
Racking Inspection	Visually inspect and report on all racking, racking mounts and conduits on racking for damage, corrosion, settling and stability	1 X per year
Module Inspections	Visually inspect 25% sampling of modules for breakage, delamination, discoloring and hot spots, rotating sample areas annually to achieve 100% inspection every 4 years; if systemic issues are identified, notify Owner and propose a corrective action plan to be implemented as needed	1 X per year
Wire Inspection	Visually inspect for proper wire management and any possible damage on exposed conductors	1 X per year
Combiner Box and Re-Combiner Inspections	Electrical & mechanical inspection of combiners & disconnects; inspect bonding bushings and grounding, check for: wire damage (especially at entrance & exit locations), terminal corrosion, and any discoloration; inspect fuses for proper functionality; notify Owner of any insects & pests debris within enclosures	1 X per year
Combiner Box and Re-Combiner Torque Inspections	Confirm and correct terminal torque settings for both sides of all fuse holders, grounded (negative) terminal bar, grounding bar, PV output circuit and DC Disconnects.	1 X per year

AC SYSTEMS		
Preventative Maintenance	Service Description	Frequency
Inverters	Perform annual inverter preventative maintenance work for all inverters per manufacturer's recommendations and manufacturer's warranty requirements	Per Manufacturer's Recommendations & Warranty Requirements
Inverter Air Filters	As part of inverter preventative maintenance, inspect air-filter and clean as necessary	Per Manufacturers Recommendations (replacement of filters at Owner's cost)
Transformers	Perform annual transformers preventative maintenance for all transformers per manufacturer recommendations, including but not limited to oil level measurement, and clearing heat sink of debris	Per Manufacturer's Recommendations & Warranty Requirements
AC Disconnect (if applicable)	Inspection of latches and seals on enclosures, verify proper operation of disconnect, visually inspect terminations and confirm and correct terminal torque settings. Check for signs of arcing.	1 X per year

DAS/SCADA INSPECTIONS		
Preventative Maintenance	Service Description	Frequency
General DAS Inspection	Perform monitoring system maintenance per manufacture's specifications; verify orientation and attachment of pyranometers and module temperature sensors and MET station and verify back up power supply functionality.	1 X per year
Data/Instrument Communications Verification	Verify communication of (as applicable) MET station sensors, GHI and POA pyranometers, ambient temperature, back-of-module, anemometer, Revenue Grade Meter (including current transducers)	1 X per year

TESTING		
Preventative Maintenance	Service Description	Frequency
IV Curve String Testing	100% IV Curve Testing on strings	1 X per year
Thermal Image Modules	Thermal imaging of all modules on strings that show irregularities in the IV Curve Test	1 X per year
Thermal Imaging	Thermal imaging of overcurrent protection devices (OCPD) and bolted electrical connections, including terminations (combiner and all disconnects), inverters and transformers	1 X per year

GENERAL VISUAL INSPECTION

Preventative Maintenance	Service Description	Frequency
Perimeter and Fence Inspection	Visually inspect and report on all fencing for signs of damage, intrusion, and overgrowth of vegetation; inspect signage to ensure all originally installed signs are present and legible	1 X per year, any mitigation requirements priced separately

Reporting

Understanding what is and is not working at your system(s) through clear and timely communication is the essence of our reporting obligations. Our PV reporting program includes:

Reporting

Reporting Type	Service Description	Frequency
Annual Reporting	Provide Preventative Maintenance Report upon completion of system inspection	Annually
Incident Reporting	Provide written pdf report on any event involving personnel injury associated with the project or material damage to the project	No later than three (3) business days after the occurrence, or immediately for OSHA recordable events, but no later than 24 hours

Call Outs on a T&M Basis

Under the Preventative Package, any issue that might require a corrective maintenance visit will be communicated (and approved in advance) to/by Owner, prior to technician dispatch. Locked-in hourly rates for these additional trips to the sites are noted below and vary depending on skill set required for the task(s):

Call Outs on a T&M Basis

Type of Professional	Price per Hour
Solar Technician	0
Regional Manager	0
Solar Engineer/Professional Engineer	0

**Rates increase by 50% for off hours (Monday-Friday 5pm-8am, weekends, holidays).*

Ancillary Services on a T&M Basis

Owners routinely inquire about both site mowing and system (module) cleaning logistics and costs, as well as more customized work (beyond normal corrective maintenance items). Our team is highly experienced in these areas and can provide both pre-determined pricing and

anticipated frequency dependent on location and system design. Repowering or decommissioning of system(s) requires dialogue and pricing feedback from Borrego's Special Project's Team.

Ancillary Service		
Service	Service Description	Frequency
Site Mowing	A full site mowing (if necessary) including up to a 30-foot perimeter around the solar array (within the fenced area as applicable), specifically ensuring vegetation does not shade modules; we will also clear vegetation underneath the racking and between the rows of each array.	Priced separately and as-needed
Array Washing	A full cleaning of your solar modules with de-ionized water that provides a smudge-free cleaning that increases production over traditional methods. Cleaning is done with a special designed water-fed	Priced separately and as-needed

APPENDIX R

NOISE ANALYSIS

Noise Analysis

According to Section 60-1037 Noise, the maximum permissible noise levels for nonresidential uses at any point along the property boundary in the zoning district shown in the table below.

	Zoning of Adjacent Lot		
	Residential	General Business	Light Industrial
Maximum Sound Level	50	60	70

The closest portion of the systems inverters (located at the electrical equipment areas) is 338 feet to the southerly property line common with Finnerty property at parcel #295-003 and 1000 Perkins Ridge Road. The central inverter proposed for the project generates (at full operation), a noise level of 70 db. The following Inverse Square Law $\frac{I_2}{I_1} = \left[\frac{d_1}{d_2}\right]^2$ governs on how noise travels in a straight line and how the sound intensity degrades exponentially as you move away from the source. The sound intensity at the property line 338 feet (103 meters) away would be $\frac{I_2}{70} = \left[\frac{1m}{103.0 m}\right]^2 = 29.7$ db. The resulting level of sound intensity is significantly less than the maximum allowable noise level of 50 db.

Energy storage (batteries) are included in this project and these generate a noise level of 80 db. The sound intensity at the property line (same location) would be $\frac{I_2}{80} = \left[\frac{1m}{103.0 m}\right]^2 = 39.7$ db. The resulting level of sound intensity is significantly less than the maximum allowable noise level of 50 db.

The nearest residential abutter to the north exceeds the 589 feet to the Albrecht property at parcel #295-004-001 and 1170 Perkins Ridge Road and therefore was not analyzed.