

Special Permit Modification Application for Solar

2.795 mW Solar Energy Generating Facility

**140R Main Street Solar Array
Byfield, Newbury, Massachusetts**

August 17, 2022

Completed for:

**Town of Newbury
Planning Board
Newbury Town Hall
12 Kent Way, Byfield, MA 01922**

Applicant:

**New Leaf Energy
55 Technology Drive, Suite 102
Lowell, MA 01851**

Owner:

**Main Street Newbury Solar 1, LLC
55 Technology Drive, Suite 101
Lowell, MA 01851**

Completed as Applicants Representative:

**Waterstone Engineering, PLLC.
9 Gretas Way
Stratham, NH 03885**



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1. Application for Special Permit Modification for Ground-Mounted Solar Photovoltaic Installation (2 Acres Or More)



Town Of Newbury

Office of
THE PLANNING BOARD
12 Kent Way
Byfield, MA 01922
978-465-0862, ext. 312

TOWN OF NEWBURY PLANNING BOARD

APPLICATION FOR SPECIAL PERMIT **MODIFICATION** FOR GROUND-MOUNTED SOLAR PHOTOVOLTAIC INSTALLATION (2 ACRES OR MORE)

1. Date of Application: **8/17/2022**
2. Location of Property:
Street Address: **140R Main Street (Prior Permitted Project: 136, 140R Main Street and off I95**

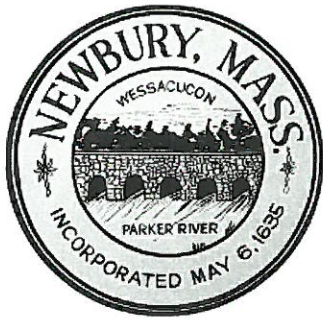
Assessor's Map and Lot No.: **R-41-0-42**
3. Zoning District (Check as applicable):

<input checked="" type="checkbox"/>	Agricultural-Residential
<input type="checkbox"/>	Parker River Residential
<input type="checkbox"/>	Residential-Limited Business
<input type="checkbox"/>	Byfield Village Business
<input type="checkbox"/>	Commercial Highway
<input type="checkbox"/>	Commercial Highway A
<input type="checkbox"/>	Light Industrial Byfield
<input type="checkbox"/>	Upper Green Business
<input type="checkbox"/>	Business and Light Industrial
<input type="checkbox"/>	Parker River Marine
4. Zoning Overlay District (if applicable): **NA**
5. Name of Applicant: **William Peregoy, New Leaf Energy, Inc.**
6. Address of Applicant: **New Leaf Energy, 55 Technology Drive, Unit 101, Lowell, MA 01851**
7. Telephone/Fax Numbers of Applicant: **T: (800) 818-5249**
8. E-mail of Applicant: **wperegoy@newleafenergy.com**

9. If applicant is not the Owner, state interest of applicant in land. (Attach a copy of any option, purchase agreement, power of attorney, and copies of all trust instruments including schedules of beneficiaries or owners, or, if a corporation, copies of documents evidencing corporation existence which may be applicable.) **See Attached Lease Agreement Restriction**
10. Name, address, telephone number and e-mail of Applicant's Representative or Agent, if any. (Attach signed written authorization from Applicant.) **Robert Roseen, PE, Waterstone Engineering, PLLC, 9 Gretas Way, Stratham, NH, 03885, 603-686-2488, rroseen@waterstone-eng.com**
11. Name of Owner(s) of Record: **Karen E. Yesair Thiel and Kavy N. Yesair, Successor Trustees of the Ruth A. Yesair Trust**
12. Address of Owner(s) of Record: **138 Main Street, Byfield, MA 01922**
13. Telephone/Fax numbers of Owner(s) of Record: **617-874-0266**
14. E-mail of Owner(s) of Record: **kyesair@gmail.com**
15. Is a Special Permit required from the Zoning Board of Appeals? ___ yes X no
If "yes" then specify the type and status of the application.
16. Is a variance required from the Zoning Board of Appeals? ___ yes X no
If "yes" then specify the type and status of the application.
17. Is the property subject to the Wetlands Protection Act and/or the Town of Newbury Wetlands By-Law? X yes ___ no
If "yes" has a Notice of Intent been filed with the Conservation Commission? What is the status? **NOI submitted June 16, 2022**
18. Will the work on the property require DEP or EPA approval? ___ yes X no
If "yes" then describe the reason for the approval.
19. Is an environmental study or document required for this project under state or federal law? ___ yes X no
If "yes" then specify the type of study and agency requiring study.
20. Attach the Newbury Building Commissioner's letter denying a building permit and indicating under what section of Newbury's Zoning By-Law the petition for the special permit is being made; **See May 17, 2018 Special Permit Approval by Planning Board**
21. Attach a list of abutters, owners of land directly opposite on any public or private way or street, and abutters to the abutters within three hundred (300) feet of the property line of the subject parcel(s), including abutters in any bordering town, and the planning board of every abutting city or town. This list must be certified by the Town Assessor's office as being accurate. **See Attached.**
22. Attach nine (9) copies of a narrative briefly describing the proposed project to assist the Board in its review, including information relative to: **See Narrative below.**

- a) The existing and proposed use of the property;
 - b) Size and capacity of the proposed project;
 - c) Description of all appurtenant structures;
 - d) Status of all other required local, state and federal permits;
 - e) Projected increase in traffic during and post-construction;
 - f) Proposed vehicular entrance and egress;
 - g) Proposed parking for maintenance vehicles and visitors to the site;
 - h) Proposed access to each structure for fire and emergency service equipment;
 - i) Proposed methods of screening the premises and parking from abutting property and the street;
 - j) How the proposed project complies with the Town's Zoning By-Laws.
23. Attach nine (9) copies of the documents required under the Town of Newbury Zoning By-Law, § 97-5.F.(6)(c) and (d), including, but not limited to, an Open Space and Agricultural Impact Report, an Operation and Maintenance Plan, a description of financial surety, and a project site plan at a scale of 1" = 40' or less prepared by a Professional Engineer or Architect registered in the State of Massachusetts, containing the information listed under § 97-5.F.(6)(c)(d) and the following: **See Attached Documents**
- a) Locus Plan at a scale of 1" = 2000' or less;
 - b) North Arrow;
 - c) Zoning district and dimensional controls;
 - d) Address of location;
 - e) Names, addresses, and phone numbers of the applicant, owner of record and designer and/or surveyor;
 - f) Title Block with title of plan, date of plan, and graphic scale;
 - g) Existing property boundaries and easements;
 - h) Adjacent streets;
 - i) Location and dimensions of existing structures;
 - j) Proposed structures including setbacks and dimensions, including appurtenant structures;
 - k) Existing and proposed parking spaces;
 - l) Abutting land under same ownership, if any;
 - m) Existing and proposed wetlands, flood plains and water bodies, if any;
 - n) Existing and proposed topography at 2 foot contour intervals;
 - o) Existing and proposed driveways, sidewalks, curbs, and curb cuts with proposed dimensions indicated;
 - p) Existing and proposed lighting;
 - q) Existing and proposed landscape features including trees, signs, fences, walls, plantings and walks;
 - r) Existing structures on adjacent properties within 50 feet of the property line;
 - s) Existing significant environmental features such as ledge outcrops, scenic views and large trees;
 - t) Location of existing and proposed utilities;
 - u) Proposed stormwater management system. The stormwater management system shall be designed in accordance with the Massachusetts Department of Environmental Protection (DEP) Stormwater Management Policy Handbook and Technical Handbook as most recently amended, whether or not the proposed work falls within the jurisdiction of the Wetlands Protection Act and in accordance with the Town's Stormwater Management Plan (SWMP);
 - v) Temporary and permanent erosion control measures.

2. Special Permit Approval by Planning Board, May 17, 2018



Town Of Newbury

Office of
THE PLANNING BOARD
12 Kent Way
Byfield, MA 01922
978-465-0862, ext. 312

RECEIVED
18 MAY 17 PM 12:46
NEWBURY TOWN CLERK

**PLANNING BOARD
FINDINGS AND DECISION
RE.**

SPECIAL PERMIT APPLICATION

for a

**2.795 MW SOLAR ENERGY GENERATING FACILITY
136 MAIN STREET, NEWBURY, MA**

**APPLICANT:
BORREGO SOLAR SYSTEMS, INC.**

TO: Ms. Leslie Haley, Town Clerk
Newbury Municipal Offices
12 Kent Way
Byfield, MA 01922

DATE: May 17, 2018

RECEIVED

18 MAY 17 PM 12:44

NEWBURY TOWN CLERK

May 16, 2018

Findings and Decision

RE: Application of Borrego Solar Systems, Inc. 1115 Lowell Road, 2nd Floor, Lowell, MA 01851 (“Applicant”) for a Special Permit for a Ground-Mounted Solar Photovoltaic Installation (2 Acres or More) Application dated November 1, 2017, for property located at 136 Main Street, Newbury, Massachusetts (the “Property”).

I. Procedural History

1. On June 17, 2015, the Applicant filed an application with the Newbury Planning Board (the “Board”) dated June 17, 2015, seeking a Special Permit pursuant to Section 97-5(F)(2)(C) of the Newbury Zoning By-Laws (the “By-Laws”) for the construction of a 2.795 mW Solar Energy Generating Facility.
2. The Board commenced the public hearing on the Applicant’s special permit application on July 15, 2015. The public hearing was continued on August 19, 2015, September 16, 2015, October 21, 2015, December 2, 2015, December 16, 2015, May 11, 2016, July 20, 2016, and October 19, 2016.
3. During the course of the public hearing, the Board received substantial information from the Applicant, including, but not limited to, its representative Steve Long, P.E., and its engineer Robert Roseen, P.E. of Waterstone Engineering.
4. The Board also received substantial information from neighboring residents opposing the project. The materials submitted by the neighbors included, but is not limited to, letters from their attorney Jeffrey Roelofs, Esq., their engineer Philip Christiansen, P.E., Tracy Peter, of Peter Environmental Consulting, LLC, and Valerie R. McGillivray, a real estate broker, discussing the financial impact upon abutting properties. The Board also received correspondence and written testimony from Pat Huckery of the Massachusetts Division of Fisheries and Wildlife, which owns property abutting the Property.
5. The Board retained peer review consultants to address a number of issues, including Matt Schweisberg of Wetlands Strategies and Solutions for wildlife impacts, and Marc Wallace of Tech Environmental for noise impacts. Plans and other submission material were reviewed by the Board, its then-Town Counsel, Paul J. Haverty of Blatman, Bobrowski & Mead, LLC, and its Planner, Martha Taylor, as well as the Police Chief and Fire Chief.

6. Because the Project is located within close proximity to existing wetland areas, the Applicant was required to obtain an Order of Conditions from the Newbury Conservation Commission (the "Commission"), to approve work within jurisdictional areas.
7. The Commission issued an Order of Conditions dated September 30, 2015, approving the proposed work.
8. A group of abutting property owners appealed the issuance of the Order of Conditions to the Department of Environmental Protection (the "DEP"), seeking a Superseding Order of Conditions.
9. The DEP sought additional information from the Applicant, indicating that it did not agree with the Applicant's (and the Commission's) determination that the Project was compliant with the DEP's Stormwater Management regulations.
10. Because of the significant issues regarding the additional information requested by DEP, the Applicant was not able to move forward with the original special permit application until it was able to resolve the DEP appeal.
11. On October 19, 2016, the Applicant requested to withdraw its special permit application, without prejudice. The Board accepted the Applicant's withdrawal. The Board agreed at the time of the withdrawal that all of the information submitted during the hearing process for the original application, including all of the materials submitted by the abutters and their consultants, would be incorporated by reference into any future application.
12. On November 1, 2017, the Applicant submitted a new Special Permit Application for Solar 2.795 mW Solar Energy Generating Facility on the Property.
13. The Board commenced the public hearing on the new application on December 6, 2017. The Board held additional sessions of the public hearing on January 3, 2018, January 24, 2018, and February 7, 2018. The public hearing was closed on February 7, 2018.
14. The Applicant was represented by its representative Steve Long, P.E., as well as by its engineer Rob Roseen, P.E., during the course of the public hearing.
15. The Board was represented during the course of the public hearing by Special Town Counsel Paul J. Haverty, Esq., of Blatman, Bobrowski & Haverty, LLC. The Board was also represented by its peer review engineer, Joseph J. Serwatka, P.E.
16. The abutters submitted substantial information during the course of the public hearing, and also relied upon the submittal of expert evidence submitted during the course of the original hearing.

17. A list of materials received for both the original application filed on June 17, 2015 and the renewed application filed on November 1, 2017 is attached hereto as Exhibit 1. The submittals included on this list, as well as any other submittals for either the original application or the renewed application, are hereby incorporated by reference.

II Findings

A. General

1. The Property is located at 136, 138 and 140 Main Street, as shown on Assessor's Map R41, Lots 42A, 42B, and 42 and Map R42, Lot 13. The property consists of 93.6 +/- acres. The terrain consists of both wetland and upland.
2. The applicant proposes to construct a 2.795 mW Solar Energy Generating Facility (Ground-Mounted Solar Photovoltaic Installation, 2 Acres or More), including all required inverters and necessary appurtenances.

B. Submittal Requirements:

1. Section 97-5(F)(6)(c)(1)(a) – Requires filing with the Planning Board as the Special Permit Granting Authority for projects involving two acres of land or more. The Applicant proposes approximately eleven acres of solar arrays, requiring the issuance of a special permit by the Board. The Applicant has met this requirement by submitting its application with the Newbury Town Clerk on November 1, 2017.
2. Section 97-5(F)(6)(c)(1)(b) – Requires filing with the Town Clerk consistent with the requirements of G. L. c. 40A, § 9. The Applicant has met this requirement by filing its application with the Newbury Town Clerk on November 2, 2017.
3. Section 97-5(F)(6)(c)(2) – This section requires the submittal of nine copies of the application packet, including maps and plans signed by a Massachusetts Professional Engineer. The Board finds that this requirement has been met.
4. Section 97-5(F)(6)(c)(2)(a) – Requires the name, address, phone number and signature of the Applicant. The Board finds that this requirement has been met.
5. Section 97-5(F)(6)(c)(2)(b) – Requires the contact information of agents of the Applicant. The Board finds that this requirement has been met.
6. Section 97-5(F)(6)(c)(2)(c) – Requires documentation regarding the legal right to use the Property. The Board finds that the Applicant has met this requirement by providing a copy of the Lease Agreement between the Property's owner Ruth A. Yesair and the Applicant.

7. Section 97-5(F)(6)(c)(2)(d) – Requires the submittal of a site plan depicting various features of the Project. The Board finds that the site plans provided by the Applicant comply with the submittal requirements.
8. Section 97-5(F)(6)(c)(2)(e) – Requires proof of liability insurance. The Board finds that the Applicant complies with this requirement through the submittal of a Certificate of Liability Insurance dated April 1, 2017. This policy expired in April, 2018, therefore it must be updated/extended prior to the commencement of any work on the Property.
9. Section 97-5(F)(6)(c)(2)(f) – Requires a description of the financial surety. The Board finds that the Applicant does not comply with this requirement. However, the Board also determined that this requirement may be addressed through an appropriate condition.
10. Section 97-5(F)(6)(c)(2)(g) – Requires a public outreach plan and a development timeline. The Board finds that the Applicant complied with the requirement to provide a development timeline. The Board further finds that the requirement for informing the abutters of the project specifics was met through the prior application process.

C. Special Permit Review Criteria

1. Section 97-1 (Purpose and Intent) – The purpose and intent of the Newbury Zoning By-Laws is to “promote . . . the general welfare of the inhabitants of the Town” and to “conserve the value of land and buildings including the conservation of natural resources and the prevention of blight and pollution of the environment; [and] to encourage the most appropriate use of land throughout the Town[.]” The Board finds that the Applicant’s offer to provide a Conservation Restriction on approximately 56.9 acres of the Property addresses the conservation of natural resources. The Board also finds that the Project, as conditioned by the Board, will provide appropriate screening to avoid blight, and that the impacts to the environment have been adequately addressed through the process with the DEP. Finally, the Board finds that the Zoning By-Laws allows solar developments throughout the Town (and solar is an exempt use pursuant to G. L. c. 40A, § 3), therefore the use is consistent with the By-Laws.
2. Section 97-3(C)(1)(a) – Special Permit Criteria – Requires a finding that the proposed use, building or structure is for the best interest of the Town, is not injurious or obnoxious to the neighboring properties, will satisfy a community need or convenience not otherwise being served, will not affect abutting and nearby properties by increasing traffic and on-street parking, and that nothing connected with the use, buildings or structure, such as machinery, vehicles, material, supplies, equipment and waste materials shall be stored between the street line and the front line of the structure or building, nor be visible from the street.” The Board finds that the proposed use, if completely screened, from the viewpoint on the first floor of the abutting properties on Courtney Drive, will not be injurious or obnoxious to neighboring properties.

3. Section 97-5(1) – Purpose – This section states that the purpose of the solar by-law is to, among other issues, minimize impacts on natural resources. The Board notes that the Applicant’s proposal calls for the clear-cutting of approximately 1,600 trees, impacting approximately 12 acres of existing forested area. The Board also notes that approximately 56.9 acres of additional area will be placed under a Conservation Restriction (as conditioned herein).
4. Section 97-5(F)(2)(c) of the Zoning By-Law provides that Special Permits shall be granted upon a written determination that the application meets the specific requirements of 97-5(F)(2)(d)(02) and the general requirements of section 97-11(C) of the By-Law, namely, that the proposed use does not substantially derogate from the public good. The criteria for Section 97-5(F)(d)(02) are addressed separately below. The Board finds that the Project, as conditioned, will not substantially derogate from the public good.
5. Section 97-5(F)(4)(a) – Project Siting – States that applicants are encouraged “to site installations on vacant, disturbed land in a manner which will minimize tree cutting to the greatest extent reasonably possible.” The Board finds that the location of the Project is not proposed on disturbed land, rather it is proposed on an undisturbed, forested location. Throughout the hearing process, the Board expressed concern regarding the amount of clearing proposed, and the impacts of such clearing upon abutting properties and upon wildlife and wildlife habitat. Because the By-Law does not prohibit ground-mounted solar photovoltaic installations on properties that require significant tree cutting, the Board has addressed its concerns through the conditions imposed herein.
6. Section 97-5(F)(4)(b) – Compliance with Laws, Ordinances and Regulations – This section requires all construction and operations of the Project to comply with all applicable local, state, and federal requirements. The Board finds that the Project, as approved, complies with all applicable local, state and federal requirements. To the extent any issue of noncompliance with any local, state or federal requirement is subsequently identified, this Finding shall not be interpreted as a waiver of such requirement, and the Applicant shall be required to bring the Project into compliance.
7. Section 97-5(F)(4)(c) – Building Permit and Fees – This section requires the Applicant to obtain a building permit for the installation of the solar photovoltaic system. The Board finds that the Applicant will be required to comply with this provision of the By-Laws.
8. Section 97-5(F)(5) – Installations Requiring Site Plan Review – This section applies to installations occupying at least ¼ acres but less than 2 acres of land. The Board finds that because the Project occupies more than two acres of land, this provision is not applicable.
9. Section 97-5(F)(6)(a) – Installations Requiring a Special Permit – This section requires solar photovoltaic installations occupying two (2) or more acres of land to obtain a Special Permit. The Board finds that this provision is applicable.

10. Section 97-5(F)(6)(c) – Submission Requirements (see above).
11. Section 97-5(F)(6)(d)(01) – This section requires the submittal and review of the following information:
- a. A general description of the installation, site, including proximate natural features, flora, fauna, wetlands and waterways. The Board finds the Applicant has complied with this requirement, through the submittal of plans, wetlands information (including the Superseding Order of Conditions) and narrative.
 - b. Any trees or wildlife to be displaced by the installation. The Board finds the Applicant has complied with this requirement through the submittal of plans showing the location of trees to be removed and through the submittal of a habitat study.
 - c. Any efforts to mitigate groundwater management issues caused by the increase in impervious surfaces. The Board finds that the Applicant has complied with this requirement through the submittal of the Stormwater Management Report, and by the submittal of the information showing that the DEP has determined the stormwater management system complies with its Stormwater Management requirements, via the issuance of a Superseding Order of Conditions that directly addresses stormwater impacts.
 - d. The suitability of the installation location for agriculture, including information about soil grade and any history of agricultural uses on the site within ten (10) years prior to special permit or site plan review. The Board finds that the Applicant complied with this requirement through the submittal of the plans and accompanying narrative.
 - e. Any environmental remediation efforts that the owner or operator anticipates will be necessary for installation, maintenance, or removal of the installation. The Board finds that the Applicant provided information regarding environmental remediation, including, but not limited to, the plans, the wildlife habitat evaluation from Lucas Environmental, the Operations and Maintenance Plan, and the decommissioning information provided in the application booklet.
 - f. Requires the submittal (and consideration by the Board) of an Open Space and Agricultural Report. The Board finds that the Applicant submitted an Open Space and Agricultural Report, and that the Board has taken this document into consideration.
 - g. Land Clearing, Soil Erosion and Habitat Impacts – requires clearing to be limited to the area necessary for the operation of the facility, and requires review of stormwater impacts. This provision also states that the Applicant may be required to replace up to 100% of the trees removed with a caliper of six inches (6”) or greater. The Board finds that the Applicant has addressed this requirement. The Board has imposed a condition below requiring a payment to the Town’s Tree Fund for the replacement of the 1,600 trees to be removed.
 - h. Operation and Maintenance Plan – This section requires the Applicant to submit an Operation and Maintenance Plan. The Board finds that such plan has been submitted.

- i. Site Condition Suitability – This section requires structures to be architecturally compatible with each other. The Board finds that the Applicant has proposed no structures other than the arrays constituting the installation.
- 12. Section 97-5(F)(6)(d)(02) – Requires specific findings by the Board, as follows:
 - a) *The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.* The Board finds that the Project will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare. The Board's finding is predicated upon the presumption that upon completion the Project will be fully screened from a viewpoint on the first floor of abutting properties located on Courtney Drive, at all times of the year. Absent such full screening, the Board finds that the Project may have an undue adverse effect upon adjacent property.
 - b) *The nature and intensity of the intended operations will not discourage the appropriate development and use of adjacent land and buildings nor impair the value thereof.* The Board finds that the Project will not discourage the appropriate development and use of adjacent land and buildings nor impair the value thereof. The Board's finding is predicated upon the presumption that the Project will be fully screened from a viewpoint on the first floor of abutting properties located on Courtney Drive, at all times of the year. Absent such full screening, the Board finds that the Project may have an undue adverse effect upon adjacent property.
 - c) *All proposed traffic access ways shall be adequate (but not excessive) in number, adequate in width, grade, alignment and visibility, sufficiently separated from street intersections and places of public assembly, and shall meet similar safety considerations.* The Board finds that access is adequate.
 - d) *Adequate safe and accessible off-street parking and loading spaces shall be provided to avoid parking in public streets of vehicles belonging to persons connected with or visiting the site, including, at a minimum, parking for three (3) trucks and two (2) automobiles.* The Board finds that parking is adequate.
 - e) *Adequate access to each structure for fire and emergency service equipment shall be provided; keys for access to all portions of the project shall be provided to the Fire Department and the Police Department.* The Board finds that fire and emergency access is adequate.
 - f) *The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.* The Board finds that the loss of 1,600 mature trees in excess of 6" in caliper is significant, requiring a contribution for replacement as conditioned herein.
 - g) *The entire project site shall be screened at all seasons of the year from the view of adjacent residential lots and streets or roadways and the general landscaping of the site shall be in character with that generally prevailing in the neighborhood.* The Board finds that the entire Project shall be screened from a viewpoint on the first floor of the residences at Courtney Drive, at all seasons of the year. This finding is predicated on the condition contained herein requiring the submittal of a revised landscaping plan to be reviewed by the Town Planner, and the condition

- requiring review of the landscaping upon completion of construction, which requires additional screening if the Project is visible from abutting properties.
- h) *The volume of cut and fill, the number of removed trees that are six (6) inches or more in caliper, the area of wetland vegetation displaced, soil erosion, and threat of air and water pollution shall be held to a minimum set by the SPGA after consultation with the Conservation Commission.* The Board finds that this requirement has been met, as evidenced by the issuance of a Superseding Order of Conditions by the DEP.
 - i) *Adequate provisions shall be provided for stormwater management and other utilities consistent with the functional requirements of the Newbury Stormwater Rules and Regulations, the Department of Environmental Protection, and the Massachusetts Stormwater Management Handbook (as revised).* The Board finds that this requirement has been met, as evidenced by the issuance of a Superseding Order of Conditions by the DEP. The Board continues to have concerns about the soil assumptions relied upon in the Superseding Order of Conditions determination. However, the Board determined that these concerns can be addressed through a condition requiring the verification of the soil types prior to installation of the arrays.
 - j) *Obstruction of scenic views from publicly accessible locations shall be minimized.* The Board finds that this requirement has been met.
 - k) *Glare from site lighting shall be minimized.* The Board finds that this requirement will be met, subject to the condition contained herein requiring lighting to be shielded and faced away from Courtney Drive.
 - l) *Sound impacts from transformers, inverters, and other electrical equipment shall be mitigated with the use of enclosures, shielding, and placement of the sound-generating equipment on the site.* The Board finds that this requirement has been met, consistent with the peer review report from Marc Wallace of TEC.
 - m) *Unreasonable departure from the character, materials, and scale of buildings in the vicinity, as viewed from public ways and places, shall be minimized.* The Board finds that this requirement has been met.
 - n) *The proposed development of the site shall be in compliance with the provisions of Newbury's Zoning By-Law, including parking, signs, landscaping, environmental standards and other pertinent sections.* The Board finds that this requirement has been met.

III Decision

In view of the foregoing, the Board hereby decides that the aforesaid proposed Ground-Mounted Solar Photovoltaic Installation (2 Acres or More) is proposed in a manner consistent with the requirements of section 97-5(F)(2)(d)(02) and the general requirements of section 97-11(C) of the Town of Newbury Zoning By-Law in that it meets all requisite criteria. It is therefore further determined that, subject to satisfaction of the conditions as set forth below, the adverse effects of the proposed use will not outweigh its beneficial impacts to the Town or the neighborhood, in view of the particular characteristics of the site and of the proposal. Therefore, the Board decides to grant a Special Permit for a Ground-Mounted Solar Photovoltaic Installation (2 acres or

More) as more specifically set forth on the Special Permit Application Plans entitled 136 Main Street, Newbury, MA 01922, Notice of Intent, 2,795.580 kWDC STC Rated Solar Electric System, dated May 28, 2015, revised to January 31, 2018, prepared by Borrego Solar Systems, Inc., Lowell, MA, and Waterstone Engineering, PLLC, Stratham, NH , consisting of 26 sheets (collectively the “Plans”) subject to the following conditions:

1. The Applicant shall retain a landscape architect and a professional arborist to provide a revised landscaping plan ensuring that the Project is completely screened during all seasons, from a viewpoint on the first floor of homes on Courtney Drive. Such plan shall be provided to the Town Planner for review and administrative approval.
2. Upon completion of construction, the Applicant shall schedule a site walk with the Town Planner, Conservation Agent, and abutters, at which the Applicant’s arborist and landscape architect shall be present, to observe the effectiveness of the screening. If the Project is not completely screened from view, the Applicant will be required to submit a revised landscaping plan showing additional plantings to ensure that the Project is fully screened from view.
3. The Applicant shall be responsible to maintain the screening throughout the lifetime of the operation of the Project. The Applicant shall be responsible to replace screening at any point in which loss of screening results in the Project becoming visible to the properties on Courtney Drive. The screening will be reviewed once each season by the Planning Board or its designated representative for the first year after completion of construction to evaluate its effectiveness and then annually every winter until the project is decommissioned. At any time that the Planning Board determines that the project is visible from any of the properties on Courtney Drive through the screening, the Owner will be required to furnish additional plantings to ensure full screening. Approval of measures to remedy deficiencies in the screening shall be at the sole discretion of the Planning Board.
4. The Applicant shall provide a performance guarantee in the amount of \$10,000 to be held by the Town in escrow to ensure that the screening remains intact, and is still completely screening the Project from the residences on Courtney Drive.
5. The Applicant shall submit revised plans depicting the elimination of nineteen (19) racks from the westerly portion of the Site, thereby providing an additional buffer from the homes on Courtney Drive. Such plan shall be provided to the Town Planner for review and administrative approval.
6. The underside of all panels shall be gray. Panels with white undersides are not allowed.
7. The Applicant has proposed, and the Board accepts, to place approximately 56.9 acres of the Property into a Conservation Restriction, pursuant to G. L. c. 184, §§ 31-33, to be held by an eligible entity agreeable to the Board. The form of the Conservation Restriction shall be subject to review and approval by the Planning Board as well as

administrative approval by Town Counsel. The Conservation Restriction must be approved by all parties and recorded prior to issuance of a building permit.

8. The Applicant shall enter into a Payment In Lieu of Taxes ("PILOT") agreement with the Town of Newbury, pursuant to terms and requirements as agreed-upon between the Applicant and the Town. No building permits shall be issued until a PILOT agreement has been executed.

9. Within thirty (30) days of the issuance of this Special Permit, the Applicant shall provide surety in the amount of \$135,000 for the purpose of decommissioning costs pursuant to Section 97-5(F)(14)(c) of the Zoning By-Laws. Pursuant to Section 97-5(F)(14)(c)(4) of the By-Law, such surety shall provide a process for calculating the increased costs of such removal and remediation associated with the decommissioning of the Property as a result of inflation, with inflation to be determined by reference to the United States Department of Labor's Consumer Price Index. Pursuant to Section 97-5(F)(14)(c)(5) of the By-Laws, the principal amount of the surety shall be adjusted every five (5) years for as long as the surety is in effect.

10. The Applicant shall provide the Town of Newbury an easement allowing access to the Property for the purpose of deconstruction and removal of the solar arrays pursuant to Section 97-5(F)(14)(b) of the Zoning By-Laws.

11. The Applicant shall provide surety for the completion of the stormwater infrastructure, in the form of a bond or tri-partite agreement, in an amount to be determined by the Board's review engineer, in consultation with the Town Planner and the Applicant.

12. Because of the extensive tree clearing required for the Project, the Board has determined that a payment in the amount of \$48,000 to the Town of Newbury Tree Fund is required for the replacement of the approximately 1,600 trees proposed to be removed.

13. The issuance of the Superseding Order of Conditions by the DEP was based upon a presumption of soil conditions that have not been confirmed. The Applicant shall be required to inform the Board's peer review engineer when excavation of these areas will occur, so that an observation of the actual soil conditions may be conducted. If the observation of the existing soil conditions shows that the conditions are less favorable than what was presumed for the issuance of the Superseding Order of Conditions, the Applicant will be required to make whatever revisions to the Plans are necessary to ensure that the Project complies with the DEP Stormwater Management Policy.

14. All lighting installed on the Property shall be shielded to prevent spillover onto abutting properties, and shall be directed away from the properties located on Courtney Drive.

15. The Project shall comply with the 10dBA above ambient standard for noise as required pursuant to 310 CMR 7.10.

16. The Applicant shall provide a power shut-off of the array located within the gated area labeled “shut-off”, as noted in the January 22, 2018 letter from the Newbury Fire Department.
17. The Applicant shall provide a key box attached to the fence adjacent to the gate for the secure storage of keys needed for the Newbury Fire Department to access the Property and to access any locked emergency shutoffs. The Applicant shall be responsible for the removal of any buildup of snow on the access road in excess of eight inches (8”).
18. The Applicant shall provide a shut-off to shut down any back-feed power from the grid, so that power from the units as well as any back-flow from the service can be shut down (as set forth in the January 22, 2018 letter from the Newbury Fire Department).
19. The Applicant shall provide a written plan for maintaining emergency access to the arrays, including snow and overgrowth removal (as set forth in the January 22, 2018 letter from the Newbury Fire Department).
20. The Applicant shall provide, at no cost to the Town of Newbury, a training from the installer of the solar panels for the Newbury Fire Department, to educate the Fire Department on how to shut down units and work safely around them should there be an emergency.
21. The Applicant has not proposed any structures, storage facilities or buildings as part of its application. No such structures, storage facilities or buildings may be added to the Property without a modification of this Special Permit.
22. The driveway for Lot 42A shall be suitably maintained during construction to ensure proper site access remains available.
23. A pre-construction meeting with the Town Planner, the Planning Board’s engineering consultant, and the Conservation Agent shall be held prior to the commencement of sitework to address the anticipated number, and duration of logging/wood chipping activity associated with tree clearing and stump removal. The Applicant shall address the anticipated length of tree-clearing activity as well as the number of truck trips anticipated.
24. At the pre-construction meeting, the Applicant shall also discuss construction sequencing, including the sequencing of the construction of infiltration trenches, and review the limit of work. The limit of work shall be clearly staked prior to the pre-construction conference.

25. The Applicant shall provide the Town Planner with a detailed construction schedule at or before the pre-construction conference and shall notify the Planner of any changes to the schedule as site work and construction proceed.

26. If any work is done beyond the limit of work, the Building Commissioner will immediately issue a cease and desist order until appropriate remediation measures are identified and approved. If identified issues are not remedied within a reasonable amount of time and to the Planning Board's satisfaction, the Board may rescind the Special Permit.

27. Hours of construction for tree clearing and grubbing, rock drilling, rock hammering, grading, and other related noise-generating site work and earthwork shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Friday. Hours of construction for other activities shall be 7:00 a.m. to 6:00 p.m. Monday through Friday. There shall be no construction activity on Saturdays or Sundays.

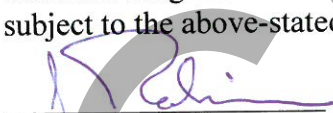
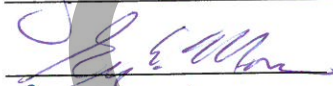
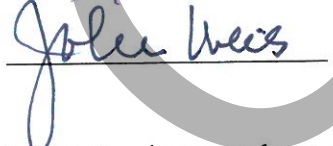
28. All stumps shall be removed from the site; there shall be no stump grinding on site.


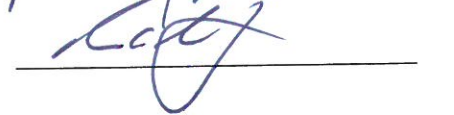
29. No blasting will be allowed. If the Applicant determines that blasting is necessary on the Property, a modification of this Special Permit shall be required.

30. Inspections will be carried out by the Town's engineering consultant during site clearing and construction.

Record of Vote

The following members of the Newbury Planning Board vote to grant a special permit subject to the above-stated terms and conditions:

The following members of the Newbury Planning Board are in opposition to the grant of the special permit:

Filed with the Town Clerk on May 17, 2018.

Hessie A. Hally
Town Clerk

Copy of Findings and Decision mailed to:

COPY

EXHIBIT 1

LIST OF MATERIALS RECEIVED

Special Permit Application
Borrego Solar Systems, Inc.
2.795 mW Solar Energy Generating Facility
136 Main Street, Newbury, MA

- A. Special Permit Submission #1, June 17, 2015:
1. Special Permit Submission, 2.795 mW Solar Energy Generating Facility, 136 Main Street, Newbury, MA, dated June 17, 2015, submitted by Borrego Solar Systems, Inc., Lowell, MA;
 2. Stormwater Management Report, 2.795 mW Solar Energy Generating Facility, 136 Main Street, Newbury, MA, dated February 24, 2015, revised January 28, 2016, submitted by Borrego Solar Systems, Inc., Lowell, MA;
 3. Drawings: 136 Main Street, Newbury, MA 01922, Special Permit, 2,795,580 kW DC STC Rated Solar Electric System, dated June 17, 2015, prepared by Borrego Solar Systems, Inc., Lowell, MA, including:
 - a. Sheet T-1, Title Sheet;
 - b. Sheet C-0.0, Civil Notes;
 - c. Sheet C-1.0, Existing Conditions Plan;
 - d. Sheet C-1.1, Existing Conditions Plan;
 - e. Sheet C-2.0, Layout and Materials Plan;
 - f. Sheet C-2.1, Layout and Materials Plan;
 - g. Sheet C-2.2, Tree Clearing Plan;
 - h. Sheet C-3.0, Grading and Erosion Control Plan;
 - i. Sheet C-3.1, Grading and Erosion Control Plan;
 - j. Sheet C-3.2, Abutting Property Cross Section;
 - k. Sheet C-3.3, Wetland Bridge Cross Section;
 - l. Sheet C-4.0, Wetlands Plan;
 - m. Sheet C-4.1, Wetlands Plan;
 - n. Sheet C-4.2, Wetlands Plan;

- o. Sheet C-4.3, Wetlands Plan;
- p. Sheet C-5.0, Re-Vegetation Plan (revised 12/11/15);
- q. Sheet C-6.0, Civil Details;
- r. Sheet C-6.1, Civil Details;
- s. Sheet C-6.2, Wetland Crossing Bridge Details;
- t. Sheet C-6.3, Wetland Crossing Bridge Notes

4. Applicant Submissions and Correspondence:

- a. Undated letter from the Yesair Family;
- b. Borrego Solar Systems, Inc., PowerPoint Presentations, dated July 15, 2015, September 16, 2015, and October 21, 2015;
- c. Letters from Steve Long, Borrego Systems, Inc., dated August 11, 2015, September 10, 2015, December 14, 2015;
- d. "Real Property Appraisal Consulting Report," dated July 11, 2013, prepared for Jared Connell, Project Developer, Borrego Solar Systems, Inc., by Mark D. Truman, Realworth Appraising and Consulting;l
- e. Open Space and Agricultural Report, dated November 30, 2015, prepared by Borrego Solar Systems, Inc.
- f. Detailed Wildlife Habitat Evaluation Solar Energy Generating Facility, 136 Main Street, Newbury, Massachusetts, dated February 8, 2016, prepared by Lucas Environmental, LLC, Quincy, MA;
- g. Borrego O & M Agreement Template;
- h. Revised Notice of Intent Plans, dated January 28, 2016, prepared by Borrego Solar Systems, Inc.;
- i. Revised Stormwater Report, dated January 28, 2016, prepared by Borrego Solar Systems, Inc.;
- j. Response letter to DEP from Steve Long, Borrego Solar Systems, Inc., dated February 1, 2016;
- k. "Scope of Work for Project Permitting for 136 Main Street Solar, Newbury, MA," dated June 19, 2016, rev. August 10, 2016, from Robert Roseen, Waterstone Engineering;
- l. Email dated September 14, 2016, from Robert Roseen, Waterstone Engineering;

5. Submissions and Correspondence from Abutters and Other Interested Parties:

- a. "Borrego Non Compliance of Newbury Solar Bylaw 136 Main Street Project," dated May 10, 2015;
 - b. "Neighbors' Appendix of Documents, Submitted in Opposition to the Solar Facility Proposed by Borrego Solar Systems, Inc., at 136 Main Street, Newbury, MA," dated July 15, 2015, with summary cover letter dated July 15, 2015, from Attorney Jeffrey L. Roelofs, P.C.
 - c. Zoning By-Law excerpts annotated by Attorney Jeffrey L. Roelofs;
 - d. Rich Morin, "Reasons to Reject Special Permit Application for Main Street Solar Development," undated, presented July 15, 2015;
 - e. Letters from Tracy Peter, Peter Environmental Consulting, LLC, dated July 14, 2015, August 18, 2015, December 16, 2015, and February 19, 2016;
 - f. "Courtney Dr. Property Value Impact of Main St. Solar Project," prepared by Gregory Marshall, 6 Courtney Drive, submitted December 2, 2015;
 - g. Letters dated August 5, 2015, and October 20, 2015, from Valerie R. McGillivray, Broker/Manager, Bean Group;
 - h. "Neighbors' critique and observations related to the July 28, 2015 site walk and ballon test for the solar facility proposed at 136 Main Street," dated August 18, 2015;
 - i. Letter dated September 1, 2015, from Jeffrey L. Roelofs, P.C., re. "Neighbors' Objection to Planned Mock-Ups";
 - j. Letter dated September 16, 2015, from Craig R. Miller, The Waterfield Design Group, Inc.;
 - k. Letter dated December 2, 2015, from Courtney Drive Residents (Marshalls, Morins, Bitchells, Grecos, and McCarthys), re: Solar Mock-ups and visual inspection;
 - l. Letters dated December 2, 2015 and December 10, 2015, from Marlene Schroeder;
 - m. Letter dated May 13, 2015, from Patricia Huckery, Northeast District Supervisor, Division of Fisheries and Wildlife;
 - n. "Request for Superseding Order of Conditions, Applicant: Borrego Solar Systems, 136 Main Street, Newbury, DEP File #50-1163," dated October 14, 2015, from Tracy Peter, Peter Environmental Consulting, LLC;
 - o. Various letters and emails in opposition and in support;
6. Newbury Conservation Commission, Order of Conditions, dated September 30, 2015;

7. Information Request Letters from Phil DiPietro, Environmental Engineer, Northeast Regional Office, Department of Environmental Affairs, dated December 15, 2015, and April 26, 2016;
 8. "136 Main Street Solar Farm - Noise Study," dated September 1, 2015, prepared by Marc C. Wallace, QEP, Tech Environmental, Inc.;
 9. "Wildlife Habitat Assessment: Borrego Solar Systems," dated December 2, 2015, prepared by Matt Schweisberg, Wetland Strategies and Solutions, LLC;
- B. Special Permit Submission #2, November 1, 2017:
1. Special Permit Application for Solar, 2.795 mW Solar Energy Generating Facility, 136 Main Street Solar Array, Newbury, Massachusetts, dated November 1, 2017, prepared by Borrego Solar, Inc., Lowell, MA, and Waterstone Engineering, PLLC, Stratham, NH;
 2. Stormwater Management Report, 136 Main Street Solar Array, Newbury, Massachusetts, dated December 19, 2016, Revised October 30, 2017, prepared by Waterstone Engineering, PLLC, Stratham, NH;
 3. Drawings: 136 Main Street, Newbury, MA 01922, Notice of Intent, 2,795.580 kWDC STC Rated Solar Electric System, dated May 28, 2015, revised to January 31, 2018, prepared by Borrego Solar Systems, Inc., Lowell, MA, and Waterstone Engineering, PLLC, Stratham, NH, including:
 - a. Sheet T-1, Title Page;
 - b. Sheet C-0.0, Civil Notes
 - c. Sheet C-1.0, Existing Conditions Plan
 - d. Sheet C-1.1, Existing Conditions Plan
 - e. Sheet C-1.2, Existing Conditions Plan
 - f. Sheet C-1.3, Existing Conditions: Soils
 - g. Sheet C-1.4, Conservation Land
 - h. Sheet C-2.0, Layout and Materials Plan
 - i. Sheet C-2.1, Layout and Materials Plan
 - j. Sheet C-2.2, Tree Clearing Plan
 - k. Sheet C-2.3, Traffic Plan
 - l. Sheet C-3.0, Grading and Erosion Control Plan
 - m. Sheet C-3.1, Grading and Erosion Control Plan
 - n. Sheet C-3.2, Wetland Bridge Cross Section

- o. Sheet C-3.3, Drainage Plan
- p. Sheet C-4.0, Wetlands Plan
- q. Sheet C-4.1, Wetlands Plan
- r. Sheet C-4.2, Wetlands Plan
- s. Sheet C-4.3, Wetlands Plan
- t. Sheet C-5.0, Re-Vegetation Plan
- u. Sheet C-5.1, Abutting Property Cross Section
- v. Sheet C-6.0, Civil Details
- w. Sheet C-6.1, Civil Details
- x. Sheet C-6.2, Wetland Crossing Bridge Details
- y. Sheet C-6.3, Wetland Crossing Bridge Notes
- z. Sheet PRE, Pre-Development Drainage Plan
- aa. Sheet POST, Post-Development Drainage Plan

4. Applicant Submissions and Correspondence:

- a. Letter from Robert M. Roseen, Waterstone Engineering, dated October 31, 2017;
- b. Summary of Response to Abutter Concerns, dated December 29, 2017;
- c. Itemized Response to Abutter Concerns, dated December 29, 2017;
- d. Technical Memorandum from Robert Roseen, Waterstone Engineering, dated December 27, 2017, re. "Economic Impact Analysis of Solar Facilities on Residential Property Values in the Towns of Wenham, Shirley, Ayer, Gilbertsville, and Leicester, MA";
- e. Technical Memorandum from Robert Roseen, Waterstone Engineering, dated December 26, 2017, re. "Literature Review of Economic Benefits of Open Space upon Residential Property Values";
- f. Letter from Robert Roseen, Waterstone Engineering, dated January 4, 2018;
- g. Robert Roseen, Waterstone Engineering, PowerPoint Presentations dated January 3, 2018, January 24, 2018, and February 7, 2018;
- h. Drawing C-3.2, Abutting Property Cross Section, prepared by Waterstone Engineering, dated January 8, 2018;

- i. Drawing C-5.0, Re-Vegetation Plan, prepared by Waterstone Engineering, dated January 8, 2018;
 - j. 3D renderings of tree plantings, existing trees, fence, and solar facility from 435' both with and without plantings, dated January 11, 2018;
 - k. Letter from Robert Roseen, Waterstone Engineering, re. "Quantifying the Benefits to the Town of Newbury for Ground-Mounted Solar Photovoltaic Installation at 136 and 138 Main Street, Byfield," dated January 12, 2018;
 - l. Revised Decommissioning Estimate, prepared by Borrego Solar, dated January 30, 2018;
 - m. Truck Traffic Estimate, prepared by Borrego Solar, dated January 30, 2018;
 - n. Revisions to page 74 of the Special Permit Application and page 5 of the Operations and Maintenance Plan, dated January 31, 2018;
 - o. Letter from Robert Roseen, Waterstone Engineering, dated February 1, 2018, in response to January 18, 2018, peer engineering review letter from Joseph J. Serwatka, P.E.
 - p. PowerPoint slide showing "Alternate Configuration with 400W Panels," presented February 7, 2018;
 - q. Draft Conservation Restriction, undated;
5. Massachusetts Department of Environmental Protection, Superseding Order of Conditions, dated April 26, 2017;
6. Peer Engineering Review letters from Joseph J. Serwatka, P.E., dated January 18, 2018, February 1, 2018, and February 7, 2018;
7. Town Departmental Review Comments, including:
- a. Email dated November 15, 2017, from James Sarette, DPW Director;
 - b. Email dated November 28, 2017, from Michael A. Reilly, Chief of Police;
 - c. Letter dated January 22, 2018, from Douglas Janvrin, Jr., Fire Chief;
8. Submissions and Correspondence from Abutters and other Interested Parties:
- a. Email dated May 10, 2017, from Philip Christiansen, P.E., Christiansen & Sergi, Inc.;
 - b. Email dated December 3, 2017, from Bill True;

- c. PowerPoint entitled “Borrego Solar 2.8 mW Power Plant, Yesair Property - Newbury, MA: Perspective from concerned area residents,” dated December 6, 2017;
- d. “Neighbors’ Appendix of Documents, Submitted in Opposition to the Solar Facility Proposed by Borrego Solar Systems, Inc., at 136 Main Street, Newbury, MA,” dated December 6, 2017;
- e. Handout entitled “Borrego Non Compliance of Newbury Solar Bylaw 136 Main Street Project,” dated December 3, 2017;
- f. MassGIS Map entitled “Borrego Site Prime Forest Land, undated, received December 6, 2017;
- g. Handout entitled, “Master Plan Survey Results,” presented January 24, 2018;
- h. Handout entitled, “Special Permit Criteria,” presented January 24, 2018, and February 7, 2018.

3. DEP Approval by Superseding Order of Conditions, April 27,
2017 and Modification May 5, 2022

Special Permit Modification

2.795 mW Solar Energy Generating Facility
140R Main Street, Newbury MA





WPA Form 5 – Superseding Order of Conditions
Massachusetts Department of Environmental Protection
Bureau of Resource Protection – Wetlands Program
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

050-1163

A. General Information

1. From: MassDEP, Northeast Region, 205B Lowell Street, Wilmington, MA. 01887
Issuing Authority
2. This issuance is for (check one):
a. ☒ Superseding Order of Conditions
b. ☐ Amended Superseding Order of Conditions
3. To: Applicant:
- Steve Long
a. First Name b. Last Name
- Borrego Solar Systems, Inc.
c. Organization
- 1115 Westford Street, 2nd Floor
d. Mailing Address Line 1
- Lowell MA 01851
e. City/Town f. State g. Zip Code
4. Property Owner (if different from applicant):
- Ruth, Kavy and Karen Yesair
a. First Name b. Last Name
- c. Organization
- 138 Main Street
d. Mailing Address Line 1
- Byfield MA 01922
e. City/Town f. State g. Zip Code
5. Project Location:
- 136 Main Street Newbury
a. Street Address b. City/Town
- Map 41 and 42 Lots 42, 42A, 2B and Lot 13 (Map 42)
c. Assessors Map/Plat Number d. Parcel/Lot Number
- Latitude and Longitude, if known: 42°46'9.38"N 70°56'28.07"W
e. Latitude f. Latitude



WPA Form 5 – Superseding Order of Conditions
Massachusetts Department of Environmental Protection
Bureau of Resource Protection – Wetlands Program
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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A. General Information (cont'd)

6. Property recorded at the Registry of Deeds (attach additional information if more than one parcel):

Middlesex South

a. County

13443/11003/11977

c. Book

b. Certificate (if registered land)

177/389/704

d. Page

7. Dates: July 7, 2014 September 26, 2013 September 30, 2015
a. Date NOI Filed b. Date of Site Visit c. Date of Issuance of Local Order

8. Final Approved Plans and Other Documents (attach additional plans or document references):

see attached

a. Plan Title

b. Prepared By

c. Signed and Stamped By

d. Final Revision Date

e. Scale

f. Additional Plan or Document Title

g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act - Following the review of the above-referenced Notice of Intent and based on the information provided in this application, the Department finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act. Check all that apply:

- a. ☒ Public Water Supply b. ☐ Land Containing Shellfish c. ☒ Prevention of Pollution
d. ☒ Private Water Supply e. ☒ Fisheries f. ☒ Protection of Wildlife Habitat
g. ☒ Groundwater Supply h. ☒ Storm Damage Prevention i. ☒ Flood Control

2. This Department hereby finds the project, as proposed, is (check one):

Approved subject to:

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. The Department orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



WPA Form 5 – Superseding Order of Conditions
Massachusetts Department of Environmental Protection
Bureau of Resource Protection – Wetlands Program
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

050-1163

B. Findings (cont'd)

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect these interests, and a final Order of Conditions is issued. A description of the performance standards which the proposed work cannot meet is attached to this Order.
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order.**

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

3. ☐ Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available)

a. linear feet

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet
	e. c/y dredged	f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	43,100	43,100
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	334,800	334,800
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront area	16709	16709		
Sq feet within 100 feet	5217	5217		
Sq feet between 100-200 feet	11492	11492		
	g. square feet	h. square feet	i. square feet	j. square feet



WPA Form 5 – Superseding Order of Conditions
Massachusetts Department of Environmental Protection
Bureau of Resource Protection – Wetlands Program
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

050-1163

B. Findings (cont'd)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

10. ☐ Designated Port Areas - Indicate size under Land Under the Ocean, below

Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
------------------------	-------------------------	-------------------------	--------------------------

11. ☐ Land Under the Ocean

a. square feet	b. square feet
c. c/y dredged	d. c/y dredged

12. ☐ Barrier Beaches - Indicate size under Coastal Beaches and/or Coastal Dunes below.

13. ☐ Coastal Beaches

a. square feet	b. square feet	c. c/y nourish.	d. c/y
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14. ☐ Coastal Dunes

a. square feet	b. square feet	c. c/y nourish.	d. c/y
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15. ☐ Coastal Banks

a. linear feet	b. linear feet
----------------	----------------

16. ☐ Rocky Intertidal Shores

a. square feet	b. square feet
----------------	----------------

17. ☐ Salt Marshes

a. square feet	b. square feet	c. square feet	d. square feet
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18. ☐ Land Under Salt Ponds

a. square feet	b. square feet
c. c/y dredged	d. c/y dredged

19. ☐ Land Containing Shellfish

a. square feet	b. square feet	c. square feet	d. square feet
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20. ☐ Fish Runs - Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above

a. c/y dredged	b. c/y dredged
----------------	----------------

21. ☐ Land Subject to Coastal Storm Flowage

a. square feet	b. square feet
----------------	----------------



WPA Form 5 – Superseding Order of Conditions
Massachusetts Department of Environmental Protection
Bureau of Resource Protection – Wetlands Program
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

050-1163

C. General Conditions Under Massachusetts Wetlands Protection Act

(only applicable to approved projects)

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Superseding Order of Conditions, this Amended Superseding Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Superseding Order will expire on April XX, 2017 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Department on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,
"Massachusetts Department of Environmental Protection" [or, "MA DEP"]

"File Number 050-1163



WPA Form 5 – Superseding Order of Conditions
Massachusetts Department of Environmental Protection
Bureau of Resource Protection – Wetlands Program
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

050-1163

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Department of Environmental Protection.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Department in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Department.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Department, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. **The work associated with this Order (the "Project") is (1) ☒ is not (2) ☐ subject to the Massachusetts Stormwater Standards. If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**
 - a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;
 - iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
 - v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMPs Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, and acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (See attached sheets) : Plan Reference and Conditions #20-41

D. Findings Under Municipal Wetlands Bylaw or Ordinance

To the extent that the Order is based on a municipal bylaw or ordinance, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no jurisdiction to supersede the local by-law order.



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E. Issuance

This Order is valid for three years from the date of issuance, unless otherwise specified as a special condition pursuant to General Conditions 4 or 6.

Issued by: **Department of Environmental Protection:**

Signature: Rachel Freed

Rachel Freed, Deputy Regional Director,
Bureau of Water Resources-NERO

This Order is issued to the applicant as follows:

☐ by Hand delivery on:

☒ by certified mail on:

Date

April 27, 2017

Date Certified Mail #



MassDEP File #

050-1163

Massachusetts Department of Environmental Protection – Northeast Regional Office

Issuing Authority

To: Mass DEP, Northeast Regional Office, 205B Lowell Street, Wilmington, MA 01887

Please be advised that the Order of Conditions for the Project at:

136 Main Street, Newbury, MA.

Project Location

050-1163

DEP File Number

Has been recorded at the Registry of Deeds of:

Middlesex South

County

Book

Page

For:

Ruth, Kavy and Karen Yesair

Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date _____

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant



WPA Form 5 – Superseding Order of Conditions
Massachusetts Department of Environmental Protection
Bureau of Resource Protection – Wetlands Program
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

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G. Appeal Rights and Time Limits

The applicant, the landowner, any person aggrieved by the Superseding Order, Determination or other Reviewable Decision as defined at 310 CMR 10.04, who previously participated in the proceedings leading to this Reviewable Decision, the conservation commission, or any ten (10) residents of the city or town where the land is located if at least one resident was previously a participant in the permit proceeding, are hereby notified of their right to appeal this Reviewable Decision pursuant to M.G.L. c.30A, § 10, provided the request is made by certified mail or hand delivery to the Department, along with the appropriate filing fee and a MassDEP Fee Transmittal Form within ten (10) business days of the date of issuance of this Superseding Order or Determination, and addressed to:

Case Administrator
Office of Appeals and Dispute Resolution
Department of Environmental Protection
One Winter Street, 2nd Floor
Boston, MA 02108

A copy of the request (hereinafter also referred to as Appeal Notice) shall at the same time be sent by certified mail or hand delivery to the Conservation Commission, the applicant, the person that requested the Superseding Order or Determination, and the issuing office of the MassDEP at:

MassDEP – NERO
Wetlands Program
205B Lowell Street
Wilmington, MA 01887

In the event that a ten resident group requested the Superseding Order or Determination, the Appeal Notice shall be served on the designated representative of the ten resident group, whose name and contact information is included in this Reviewable Decision (when relevant).

Contents of Appeal Notice

An Appeal Notice shall comply with the Department's Rules for Adjudicatory Proceedings, 310 CMR 1.01(6) and 310 CMR 10.05(7)(j), and shall contain the following information:

- (a) the MassDEP Wetlands File Number, name of the applicant, landowner if different from applicant, and address of the project;
- (b) the complete name, mailing address, email address, and fax and telephone numbers of the party filing the Appeal Notice; if represented by consultant or counsel, the name, fax and telephone numbers, email address, and mailing address of the representative; if a ten residents group, the same information for the group's designated representative;
- (c) if the Appeal Notice is filed by a ten (10) resident group, then a demonstration of participation by at least one resident in the previous proceedings that led to this Reviewable Decision;
- (d) if the Appeal Notice is filed by an aggrieved person, then a demonstration of participation in the previous proceeding that led to this Reviewable Decision and sufficient written facts to demonstrate status as a person aggrieved;
- (e) the names, telephone and fax numbers, email addresses, and mailing addresses of all other interested parties, if known;



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- (f) a clear and concise statement of the alleged errors contained in the Department's decision and how each alleged error is inconsistent with 310 CMR 10.00 and does not contribute to the protection of the interests identified in the Wetlands Protection Act, M.G.L. c. 131, § 40, including reference to the statutory or regulatory provisions that the party filing the Appeal Notice alleges has been violated by the Department's Decision, and the relief sought, including any specific desired changes to the Department's decision;
- (g) a copy of the Department's Reviewable Decision that is being appealed and a copy of the underlying Conservation Commission decision if the Reviewable Decision affirms the Conservation Commission decision;
- (h) a statement that a copy of the request has been sent by certified mail or hand delivery to the applicant and the conservation commission; and
- (i) if asserting a matter that is Major and Complex, as defined at 310 CMR 10.04(1), a statement requesting that the Presiding Officer make a designation of Major and Complex, with specific reasons supporting the request.

Filing Fee and Address

A copy of the Appeal Notice along with a MassDEP Fee Transmittal Form and a valid check or money order payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100) must be mailed to:

Commonwealth of Massachusetts
Department of Environmental Protection
Commonwealth Master Lockbox
P.O. Box 4062
Boston, Massachusetts 02211

The request will be dismissed if the filing fee is not paid, unless the appellant is exempt or granted a waiver. The filing fee is not required if the appellant is a city or town (or municipal agency), county, district of the Commonwealth of Massachusetts, or a municipal housing authority. The Department may waive the adjudicatory hearing filing fee pursuant to 310 CMR 4.06(2) for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file an affidavit setting forth the facts believed to support the claim of undue financial hardship together with the hearing request as provided above.

Plans and pertinent documents entitled (condition 20):

“Notice of Intent, 2,795,940 kW DC STC Rated Solar Electric System, 136 Main Street, Newbury, MA 01922.”

Consisting of 23 sheets entitled:

- T-1 Title Page
- C-0.0 Civil Notes
- C-1.0 Existing Conditions Plan
- C-1.1 Existing Conditions Plan
- C-1.2 Existing Conditions Plan
- C-1.3 Existing Conditions Plan
- C-1.4 Conservation Land
- C-2.0 Layout and Materials Plan
- C-2.1 Layout and Materials Plan
- C-2.2 Tree Clearing Plan
- C-3.0 Grading and Erosion Control Plan
- C-3.1 Grading and Erosion Control Plan
- C-3.2 Abutting and Property Cross Section
- C-3.3 Wetland Bridge Cross Section
- C-3.4 Drainage Plan
- C-4.0 Wetlands Plan
- C-4.1 Wetlands Plan
- C-4.2 Wetlands Plan
- C-5.0 Re-Vegetation Plan
- C-6.0 Civil Details
- C-6.1 Civil Details
- C-6.2 Wetland Crossing Bridge Details
- C-6.3 Wetland Crossing Bridge Notes

All plans dated (last revision date) December 19, 2016.

Prepared for: Ruth, Kavy and Karen Yesair of Byfield, MA.

Prepared by: Borrego Solar of Oakland, CA. and Waterstone Engineering of Stratham, NH.

Stamped and Signed by: Robert M. Roseen, PE

Other Selected Documents:

- “Stormwater Management Report,” 136 Main Street Solar Array, Newbury, Massachusetts by Waterstone Engineering, PLLC, date December 19, 2016.
- “Detailed Wildlife Habitat Evaluation, Solar Energy Generating Facility,” 136 Main

Street , Newbury, Massachusetts, prepared for Borrego Solar Systems, Inc. by Lucas Environmental LLC, dated February 8, 2016

- “Operations and Maintenance Plan for the Protection of Vernal Pools and Upland Habitat,” 136 Main Street Solar Array, Newbury, Massachusetts by Waterstone Engineering, PLLC, date December 13, 2016.

On File With: The Massachusetts Department of Environmental Protection (MassDEP) and the Newbury Conservation Commission

See the special conditions below for DEP FILE #344-1289

21. Any change(s) made in the above-described plans, unless specified otherwise in the Order, which will alter an area subject to protection under the Act, or any change(s) in activity subject to regulation under the Act, shall require the Applicant to inquire of MassDEP, in writing, whether the change(s) is/are significant enough to require the filing of a new Notice of Intent. A copy of such a request shall at the same time be sent to all parties. Any errors in the plan or information submitted by the Applicant shall be considered changes, and the above procedures shall be followed.

22. The proposed limit of work shall be clearly marked with stakes or flags. Such markers shall be checked and replaced as necessary and shall be maintained until construction is complete. All flags used for the above purposes shall be of a color different from other flagging used on the site.

23. The Applicant, owner, successor(s) or assignee(s) shall be responsible for maintaining all on-site drainage structures and outfalls, ensuring the lasting integrity of the surface cover on the site and for conducting site activities so as to prevent erosion, siltation, sedimentation, chemical contamination or other detrimental impact to the on-site and/or off-site Resource Areas. This is a continuing condition and shall not expire with the issuance of a Certificate of Compliance.

24. The contractor responsible for the project's completion shall be notified of the requirements of the Order. A copy of the Order, as well as a copy of the referenced site plans, shall be made available at the site while activities regulated by the Order are being performed so that the developer and/or any site contractor(s) may review, and adhere to, the requirements of the Order and referenced plans. During the construction phase for this project the on-site supervisory personnel for construction activities undertaken by the applicant or its contractors (“Construction Supervisor”) shall have a copy of this Order of Conditions at the site and take all appropriate and necessary steps to ensure compliance with it.. It shall be the responsibility of the owners of the property and any successor(s) in title to inform all developers, contractors and subcontractors of the applicable conditions and provisions of the Order and referenced site plans. The applicant shall provide the MassDEP and the Conservation Commission with the name and phone number (for access on a 24-hour, 7 days/week basis) of the on-site construction supervisor who is responsible to coordinate the construction and ensure compliance with this Order (24 hours a day).

25. This Order shall apply to any successor in control or successor in interest of the property described in the Notice of Intent and accompanying plans.
26. The Order shall be included in all construction contracts inclusive of subcontracts.
27. Prior to the beginning of construction, the Applicant shall designate an Environmental Monitor (EM) to oversee regular inspection or replacement of erosion and sedimentation control devices any emergency placement of erosion controls. The name and phone number of the EM must be provided to the DEP and the Conservation Commission. This person shall be given authority to stop construction for erosion control purposes.
28. Sedimentation and erosion control devices shall be placed between the limits of work and vegetated wetlands as shown on the plans. The EM shall review the placement of erosion controls every seven (7) days or after every storm of one-half inch or more of rain to ensure that no eroded materials will reach jurisdictional areas. Where hay bales are used they shall be staked and entrenched for maximum control. Accumulation of sediment of 6 inches or more shall be removed and deposited in a legal manner. Erosion and sedimentation control devices shall remain in place until the MassDEP has authorized their removal. All disturbed or exposed soil surfaces within jurisdictional areas shall be stabilized after each workday to prevent erosion.
- 29.. Extra erosion control materials shall be stored on-site at all times for emergency and routine replacement.
30. The Construction Manager and/or EM shall be responsible for anticipating the need for and installation of additional erosion controls and shall have the authority to require additional erosion control as needed.
31. No construction equipment shall be refueled or maintained on this site within 100 feet of a wetland resource area. In the event of any oil, coolant, or fuel spill, the Applicant shall take immediate measures to contain such spill and shall notify the Conservation Commission and the Fire Department. No construction equipment shall be parked overnight within 100 feet of a wetland resource area. A minimum of three (3) spill kits shall be maintained on the site at all times during construction.
32. Members, agents and employees of the Conservation Commission and MassDEP shall have the right to enter and inspect the site to evaluate compliance with the conditions stated in the Order, and may require the submittal of any data deemed necessary by MassDEP for that evaluation.
33. The limit of work area and the placement of fill are strictly limited to the areas shown on the plan of record. No equipment, vehicles or activities are allowed on the wetlands side of any siltation barrier unless allowed in the referenced plans.
34. Materials and equipment shall be stored in a manner and location that will minimize the compaction of soils and the concentration of runoff in or near jurisdictional areas.

35. Excavated materials shall not be stockpiled in wetlands or Riverfront Area, except as shown or indicated in the plans and narrative of record.

36. Placement of brush and slash within the wetlands is prohibited.

37. Any water used to rinse concrete from equipment shall be treated to remove pollutants and shall not be discharged into any BVW.

38. The construction site shall be completely cleaned, cleared of construction equipment and debris and permanently stabilized, after the completion of the work and prior to the Contractor leaving the site.

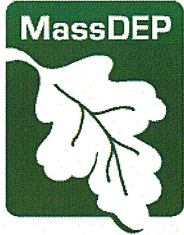
39. Upon final stabilization of disturbed surfaces and approval by MassDEP, all temporary erosion controls shall be removed and disposed of in a legal manner. Haybales shall not be disposed of in jurisdictional areas.

40. The applicant has agreed to protect surrounding resource areas and uplands by easement restrictions included in conservation easements described in the document entitled "Operations and Maintenance Plan for the Protection of Vernal Pools and Upland Habitat," referenced in condition 20. These conservation areas include wetlands that are protected by a 100' buffer for planting restrictions, a 50' no construction buffer, and a 25' no disturb buffer. The locations and size of the wetlands are depicted on sheet C-4.0. An approved copy of the conservation restriction shall be recorded at the Registry of Deeds along with the Order of Conditions before the issuance of a Certificate of Compliance by MassDEP. Written proof of such recording must be submitted to the MassDEP and the Conservation Commission.

41. Upon completion of the project, the applicant shall request a Certificate of Compliance from the MassDEP and shall submit the following information with the request:

- a. a written statement by a professional engineer or land surveyor registered in the Commonwealth of Massachusetts certifying compliance with the approved plans referenced above and this Superseding Order of Conditions and setting forth deviations, if any exist;

- b. an as-built site plan prepared by a registered land surveyor or registered professional engineer showing location and grades of the project.



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Kathleen A. Theoharides
Secretary

Martin Suuberg
Commissioner

May 5, 2022

Robert Roseen, PE
Waterstone Engineering
9 Gretas Way
Stratham, NH 03885

Re: **WETLANDS/NEWBURY**
DEP File #050-1163
Amended Final Order of Conditions –
Solar Energy Facility
136 Main Street

Dear Mr. Roseen:

Following an in-depth review of the file referenced above, and in accordance with the Massachusetts General Laws, Chapter 131, Section 40, the Northeast Regional Office of the Massachusetts Department of Environmental Protection, Wetlands Program, (MassDEP), has completed its review of your request for an Amended Superseding Order (ASOC) for the referenced above referenced site. The revisions to the project plans involve the relocation of previously approved overhead wires for the point of interconnection for the solar facility and the electric utility. The prior approval and amendment did not include details and impacts with respect to the interconnection at the NGRID transmission corridor. The current plan calls for the addition of 5 new utility poles adjacent to the transmission corridor, and within the buffer zone. The solar facility construction was completed in 2021 and this proposed change is needed to complete the interconnection to the transmission corridor. This proposed changes also include a modification in the alignment and clearing zone for the previously approved last 6 poles in the alignment, which have been relocated to provide a more direct route to the newly proposed 5 utility poles to complete the interconnection. New clearing in the buffer zone for these remaining poles is required for interconnection to occur. Calculations have been provided showing that there will be a net reduction of 3,140 square feet of tree clearing within the buffer zone, less than the prior approved clearing in the 2017 Superseding Order of Conditions. Previously, 15,140 square feet of impacts to Buffer Zone were approved for installation of poles in this area. The current plan calls for 12,000 square feet of Buffer Zone clearing.

Pursuant to MassDEP's Amendment Policy for amending a SOC (DWW Policy 85-4), the proposed amendment was advertised in the Newburyport News on March 11, 2022, and a 21-day comment period was observed. No comments were received by MassDEP



Massachusetts Department of Environmental Protection
Bureau of Water Resources – Wetlands Program
Amended Superseding Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

050-1163

A. General Information

1. From: MassDEP, Northeast Region, 205B Lowell Street, Wilmington, MA. 01887
Issuing Authority
2. This issuance is for (check one): a. ☐ Superseding Order of Conditions
b. ☒ Amended Superseding Order of Conditions
3. To: Applicant:
- | | | |
|------------------------------------|---------------|--------------|
| <u>Zachary</u> | <u>Farkes</u> | |
| a. First Name | b. Last Name | |
| <u>Borrego Solar Systems, Inc.</u> | | |
| c. Organization | | |
| <u>55 Technology Dr , Unit102</u> | | |
| d. Mailing Address Line 1 | | |
| <u>Lowell</u> | <u>MA</u> | <u>01851</u> |
| e. City/Town | f. State | g. Zip Code |
4. Property Owner (if different from applicant):
- | | | |
|-----------------------------|---------------|--------------|
| <u>Ruth, Kavy and Karen</u> | <u>Yesair</u> | |
| a. First Name | b. Last Name | |
| <u></u> | | |
| c. Organization | | |
| <u>138 Main Street</u> | | |
| d. Mailing Address Line 1 | | |
| <u>Byfield</u> | <u>MA.</u> | <u>01922</u> |
| e. City/Town | f. State | g. Zip Code |
5. Project Location:
- | | |
|-----------------------------------|--|
| <u>136 Main Street</u> | <u>Newbury</u> |
| a. Street Address | b. City/Town |
| <u>Map 41 and 42</u> | <u>Lots 42, 42A, 42B and Lot 13 (Map 42)</u> |
| c. Assessors Map/Plat Number | d. Parcel/Lot Number |
| <u>42°46'9.38"N</u> | <u>70°56'28.07"W</u> |
| Latitude and Longitude, if known: | e. Latitude f. Latitude |



Massachusetts Department of Environmental Protection
Bureau of Water Resources – Wetlands Program
Amended Superseding Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

050-1163

B. Findings (cont'd)

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect these interests, and a final Order of Conditions is issued. A description of the performance standards which the proposed work cannot meet is attached to this Order.
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order.**

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

3. ☒ Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available)

a. linear feet

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet
	e. c/y dredged	f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9. <input type="checkbox"/> Riverfront area	a. total sq. feet	b. total sq. feet		
Sq feet within 100 feet	c. square feet	d. square feet	e. square feet	f. square feet
Sq feet between 100-200 feet	g. square feet	h. square feet	i. square feet	j. square feet



C. General Conditions Under Massachusetts Wetlands Protection Act

(only applicable to approved projects)

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Superseding Order of Conditions, this Amended Superseding Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Superseding Order will expire on April 27, 2023 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Department on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MA DEP"]

"File Number 050-1163



C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;
 - iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
 - v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMPs Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, and acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



Massachusetts Department of Environmental Protection
Bureau of Water Resources – Wetlands Program
Amended Superseding Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

050-1163

E. Issuance

This Order is valid for three years from the date of issuance, unless otherwise specified as a special condition pursuant to General Conditions 4 or 6.

Issued by: **Department of Environmental Protection:**

Signature: _____

Jill Provencal, Section Chief, Wetlands Program
Bureau of Water Resources-NERO

This Order is issued to the applicant as follows:

☐ by Hand delivery on:

☒ by certified mail on:

Date

May 5, 2022

Date Certified Mail #



G. Appeal Rights and Time Limits

The applicant, the landowner, any person aggrieved by the Superseding Order, Determination or other Reviewable Decision as defined at 310 CMR 10.04, who previously participated in the proceedings leading to this Reviewable Decision, the conservation commission, or any ten (10) residents of the city or town where the land is located if at least one resident was previously a participant in the permit proceeding, are hereby notified of their right to appeal this Reviewable Decision pursuant to M.G.L. c.30A, § 10, provided the request is made by certified mail or hand delivery to the Department, along with the appropriate filing fee and a MassDEP Fee Transmittal Form within ten (10) business days of the date of issuance of this Superseding Order or Determination, and addressed to:

Case Administrator
Office of Appeals and Dispute Resolution
Department of Environmental Protection
One Winter Street, 2nd Floor
Boston, MA 02108

A copy of the request (hereinafter also referred to as Appeal Notice) shall at the same time be sent by certified mail or hand delivery to the Conservation Commission, the applicant, the person that requested the Superseding Order or Determination, and the issuing office of the MassDEP at:

MassDEP – NERO
Wetlands Program
205B Lowell Street
Wilmington, MA 01887

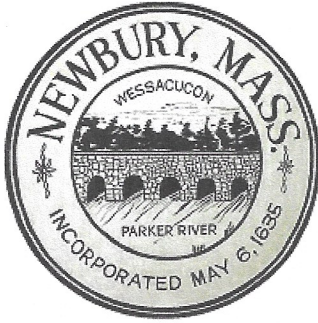
In the event that a ten resident group requested the Superseding Order or Determination, the Appeal Notice shall be served on the designated representative of the ten resident group, whose name and contact information is included in this Reviewable Decision (when relevant).

Contents of Appeal Notice

An Appeal Notice shall comply with the Department's Rules for Adjudicatory Proceedings, 310 CMR 1.01(6) and 310 CMR 10.05(7)(j), and shall contain the following information:

- (a) the MassDEP Wetlands File Number, name of the applicant, landowner if different from applicant, and address of the project;
- (b) the complete name, mailing address, email address, and fax and telephone numbers of the party filing the Appeal Notice; if represented by consultant or counsel, the name, fax and telephone numbers, email address, and mailing address of the representative; if a ten residents group, the same information for the group's designated representative;
- (c) if the Appeal Notice is filed by a ten (10) resident group, then a demonstration of participation by at least one resident in the previous proceedings that led to this Reviewable Decision;
- (d) if the Appeal Notice is filed by an aggrieved person, then a demonstration of participation in the previous proceeding that led to this Reviewable Decision and sufficient written facts to demonstrate status as a person aggrieved;
- (e) the names, telephone and fax numbers, email addresses, and mailing addresses of all other interested parties, if known;

4. Certified Abutters Lists



Town Of Newbury

Office of

The Board of Assessors
12 Kent Way Suite 101
Newbury, MA. 01951-4799
(978) 465-0862 x308
Fax: (978) 465-3064

Frank N. Kelley III, Chairman, Board of Assessors
Sanford Wechsler, Assessor
Linda McCamic, Assessor

Jason DiScipio, Principal Assessor
Stephanie Sergi, Assessor's Clerk

Memo: ROBERT ROSEEN
Date: MAY 31, 2022,
RE: 140 MAIN ST BYFIELD

R41-0-42

The following is a list of abutters within 300' of 140 MAIN ST. These listed owners are to the best of our knowledge the owners of record as of May 31, 2022 and are the only abutters listed in Newbury.

Attached:

1. This cover letter
2. Original request
3. Mailing Labels (3 sets)
4. Mailing List (non-label)
5. GIS Map
6. Abutters List Other Towns (if applicable)

Sincerely,

Stephanie Sergi
Assessor's Clerk
Town of Newbury

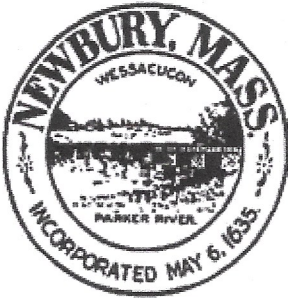
CERTIFIED ABUTTERS LIST

TOWN OF NEWBURY
BOARD OF ASSESSORS

ADDRESS 140 Main St

PAGE 1 OF 4

5/31/22 SS



TOWN OF NEWBURY

BOARD OF ASSESSORS

12 Kent Way, Suite 101, Byfield, MA 01922

978-465-0862 x308

978-572-1228 fax

www.townofnewbury.org

REQUEST FOR CERTIFIED ABUTTERS LIST

PROPERTY LOCATION: 140 Main Street

ASSESSORS MAP/LOT#: R-41-42

(If requesting more than one list, please fill out a separate list request for each)

TYPE OF LIST REQUESTED:

1. CONSERVATION COMMISSION
within 100 ft. _____

CONSERVATION COMMISSION
Lot area greater than 50 acres _____

CONSERVATION COMMISSION
Linear Project greater than 1,000 ft _____

2. ZONING BOARD OF APPEALS
within 300 ft. _____

3. ZONING BOARD OF APPEALS/Wireless
Communication within 900 ft. _____

4. PLANNING BOARD within 300 ft. _____

REQUESTED BY: Robert Roseen

PHONE NUMBER: 603-686-2488 **CERTIFIED ABUTTERS LIST**

DATE REQUESTED: 5/19/22

DATE PAID: CL 1175 **TOWN OF NEWBURY**
BOARD OF ASSESSORS

ASSESSOR SIGNATURE: Stephanie Cergi

DATE: 5/31/22

ADDRESS 140 Main St

PAGE 2 OF 4

Town of Newbury
Abutters List

Subject Parcel ID: 140 MAIN

Subject Property Location:

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
R41-0-42	140 R MAIN ST	YESAIR RUTH A		PO BOX 184	BYFIELD	MA	01922
R41-0-42A	136 MAIN ST	YESAIR TTEE RUTH A.	RUTH A. YESAIR TRUST	PO BOX 184	BYFIELD	MA	01922
R41-0-42B	138 MAIN ST	YESAIR KAVY N	YESAIR KELLY	138 MAIN ST	BYFIELD	MA	01922
R41-0-44	130 MAIN ST	CLEMENZI RICHARD J		130 MAIN STREET	BYFIELD	MA	01922
R41-0-47	3 HICKORY LN	STODDARD DAVID F		PO BOX 875	BYFIELD	MA	01922
R41-0-48	5 HICKORY LN	LEAZOTT TIMOTHY	LEAZOTT KIMBERLY	5 HICKORY LN	NEWBURY	MA	01951
R41-0-49	7 HICKORY LN	TYLER-NELSON ROBERT	TYLER-NELSON JAN	7 HICKORY LN	BYFIELD	MA	01922
R41-0-50	6 HICKORY LN	HUDON EDMUND N	HUDON CARMA E	127 MAIN STREET	BYFIELD	MA	01922
R41-0-51	4 HICKORY LN	CARVILL DAVID A	CARVILL MARY F	4 HICKORY LN	BYFIELD	MA	01922
R41-0-53	120 MAIN ST	SHORT TTEE JOHN W	JOHN W SHORT IRREVOCAL	120 MAIN ST	BYFIELD	MA	01922
R41-0-56	OFF MAIN ST	TRIPLE Q INC		342 LINEBROOK RD	IPSWICH	MA	01938
R41-0-56A	1 COLANTONI CROSSING	TRIPLE Q INC		342 LINEBROOK RD	IPSWICH	MA	01938
R41-0-56B	3 COLANTONI CROSSING	TRIPLE Q INC		342 LINEBROOK RD	IPSWICH	MA	01938
R41-0-56C	6 COLANTONI CROSSING	TRIPLE Q INC		342 LINEBROOK RD	IPSWICH	MA	01938
R41-0-56D	4 COLANTONI CROSSING	TRIPLE Q INC		342 LINEBROOK RD	IPSWICH	MA	01938
R41-0-56E	2 COLANTONI CROSSING	TRIPLE Q INC		342 LINEBROOK RD	IPSWICH	MA	01938
R41-0-57	OFF MAIN ST	SIMMONS MARC	SIMMONS SHANNON	106 MAIN ST	BYFIELD	MA	01922
R41-0-58	OFF MAIN ST	SIMMONS MARC	SIMMONS SHANNON	106 MAIN ST.	BYFIELD	MA	01922
R41-0-59	OFF 1-95	HARRIS HAROLD		25 JEWETT ST	GEORGETOWN	MA	01833
R41-0-60	35 DOWNFALL RD	FORD JENNIFER G	FORD RUTH H	35 DOWNFALL RD	BYFIELD	MA	01922
R41-0-63	3 COURTNEY DR	GRECO GARY	GRECO ALICIA	P O BOX 268	BYFIELD	MA	01922
R41-0-64	5 COURTNEY DR	FERRIS GREGG H	SCIALDONE FERRIS GINA	5 COURTNEY DRIVE	BYFIELD	MA	01922
R41-0-65	6 COURTNEY DR	DUNAGAN SHELLEY A	DUNAGAN JULIE E	6 COURTNEY DR	BYFIELD	MA	01922
R42-0-11	49 SOUTH ST	ESSEX COUNTY GREENBELT ASS		82 EASTERN AVE	ESSEX	MA	01929
U11-0-17	OFF CHURCH ST	MASS ELECTRIC CO	C/O PROPERTIES DEPT	40 SYLVAN RD	WALTHAM	MA	02451

Parcel Count: 25

End of Report

CERTIFIED ABUTTERS LIST

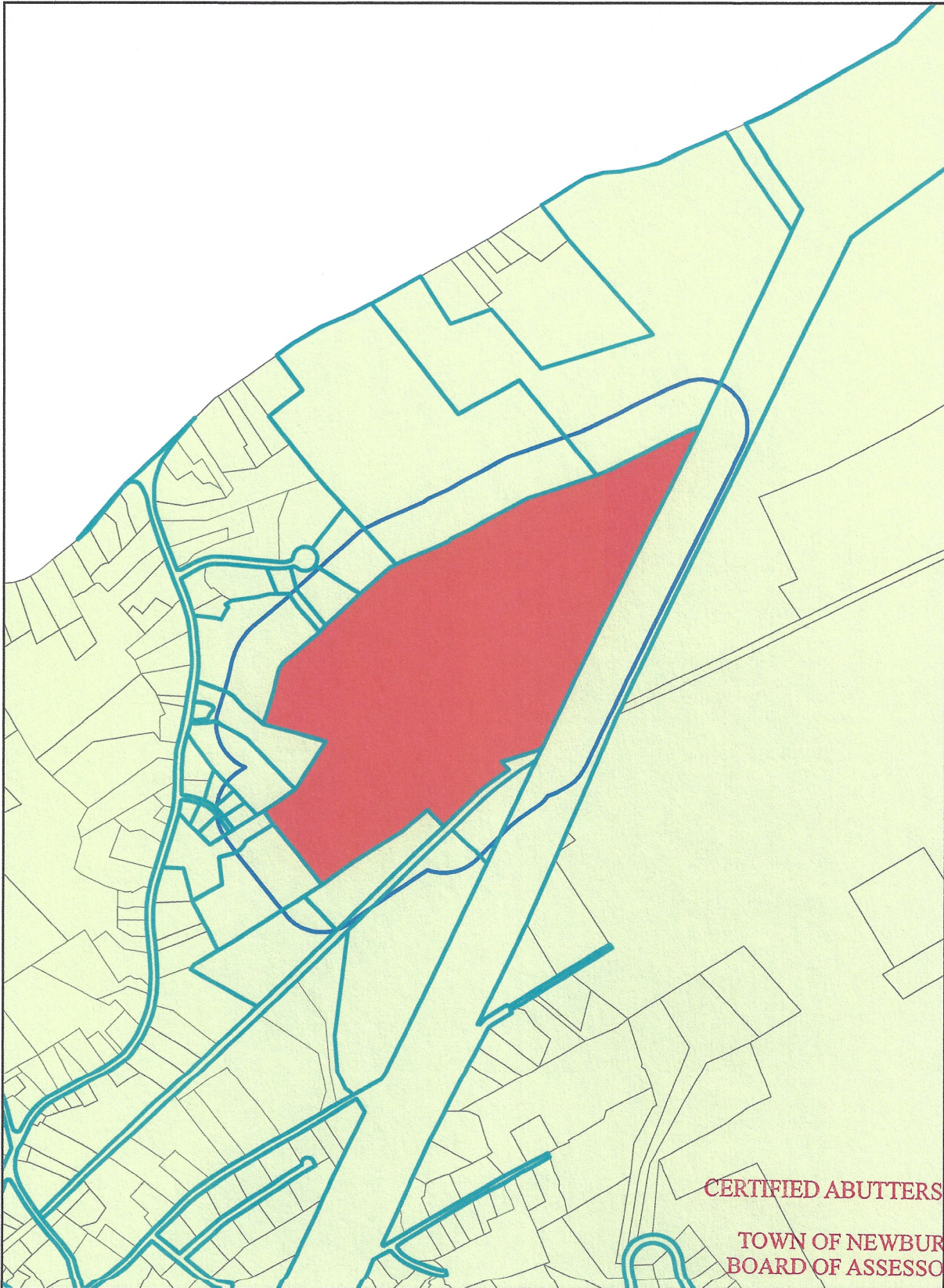
TOWN OF NEWBURY
BOARD OF ASSESSORS

ADDRESS 140 Main St

PAGE 3 OF 4

5/31/22 SS

140 MAIN ST R41-42



CERTIFIED ABUTTERS LIST

TOWN OF NEWBURY
BOARD OF ASSESSORS

ADDRESS 140 Main St

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5/31/22 SS

Special Permit Modification

2.795 mW Solar Energy Generating Facility
140R Main Street, Newbury MA



5. Narrative

Special Permit Modification

2.795 mW Solar Energy Generating Facility
140R Main Street, Newbury MA



Special Permit Modification

2.795 mW Solar Energy Generating Facility
140R Main Street, Newbury MA



1. Project Overview

This application for Modification to the Special Permit dated May 16, 2018, is being submitted on behalf of New Leaf Energy, Inc. (Applicant) pursuant to the Town of Newbury Bylaw 97-5(F) Special Permits – Ground Mounted Solar Photovoltaic Installations for a project situated at 140R Main Street, Byfield, MA (see). The Applicant proposes to construct an access road along the existing farm road and remove an existing wetland crossing and replace with a bridge to satisfy National Grid (NGRID) requirement for maintenance access to the interconnection via the solar facility. The road length is 1,037 ft and will be widened from approximately 9 ft to 12 ft with clearing both sides totaling 22 ft wide (5 ft on either side). Bumpouts are located along the roadway approximately every 400 ft to allow for 2 vehicle passage. Bumpout road width extends to 20 ft and subsequent clearing to 30 ft at these locations. There will be 120 sf of permanent and 470 sf of temporary forested wetland impacts due to road widening. An existing 135 ft cart path across the wetland and perennial stream will be removed restoring 1,485 sf of wetland. This includes the removal of an estimated 4,500 cf of wetland fill. The existing cart path will be removed and replaced with a 12 ft wide 150 ft span truss bridge to eliminate wetland impacts making the project a net plus for wetlands. An additional 800 sf of wetland creation is being considered if necessary, depending on the conservation commission feedback to the value of the restoration. In total there is a net increase in wetland with “restoration only” of 1,365 sf or with “restoration and creation” of 1,885 SF. In both instances an additional protection of 1.185 acres of wetland has been added as part of a Modification to the existing Conservation Restriction increasing the entire protected area to 82.185 acres.

This application has been developed pursuant to the Massachusetts Wetlands Protection Act (WPA) M.G.L. Ch. 131, Section 40 and its regulations (310 CMR 10.00), specifically sections 10.53(d) and (e) for Limited Projects, and the Town of Newbury Wetlands Bylaw (Chapter 95).

This is for an existing 2.795 megawatt (mW) ground mounted solar facility completed in 2021 at 136 North Main Street in Newbury, Essex County, Massachusetts, MADEP Amended Final Order of Conditions # 050-1163. The Town of Newbury Planning Board voted to grant the Special Permit for the solar installation on May 16, 2018. This project alters none of the conditions of the Special Permit with the exception of the additional access road in the rear of the facility, the increase in protected wetland areas, and a net increase in wetland restoration.

A Conservation Restriction amendment has been drafted and approved by the Essex County Greenbelt Association (ECGA) and the grantee, the Successor Trustees of the Ruth A. Yesair Trust. The amendment includes the addition of a 0.976 acre easement for the maintenance access road and the additional protection of 1.185 acres of wetland which has been added to the Yesair Trust increasing the entire protected area to 82.185 acres. The amended CR was submitted to the state for review and approval on 4/13/2022 by ECGA. This involved a lot line revision which was shown on an Approval Not Required (ANR) Plan submitted to the Planning Board on December 15, 2021, for endorsement. The Board voted on that date to endorse the Plan.

Proposed work is within Bordering Vegetated Wetlands, previously undeveloped Riverfront Area, and the 100-Foot Buffer Zone to the resource areas. Although the proposed activities meet the performance standards for applicable resource areas, the Applicant has requested the Commission review the proposed work as a Limited Project for the construction of a limited access maintenance roadway for periodic (annual) access to the point of interconnection within the NGRID transmission corridor pursuant to 310 CMR 10.53(3)(d) & (e).

310 CMR 10.53 (d) The construction, reconstruction, operation and maintenance of underground and overhead public utilities, such as electrical distribution or transmission lines, or communication, sewer, water and natural gas lines, may be permitted, in accordance with the following general conditions and any additional conditions deemed necessary by the issuing authority:

Special Permit Modification

2.795 mW Solar Energy Generating Facility
140R Main Street, Newbury MA



1. *the issuing authority may require a reasonable alternative route with fewer adverse effects for a local distribution or connecting line not reviewed by the Energy Facilities Siting Council;*
2. *best available measures shall be used to minimize adverse effects during construction;*
3. *the surface vegetation and contours of the area shall be substantially restored; and*
4. *all sewer lines shall be constructed to minimize inflow and leakage.*

10.53(3)(e): The construction and maintenance of a new roadway or driveway of minimum legal and practical width acceptable to the planning board, where reasonable alternatives means of access from a public way to an upland area of the same owner is unavailable... The issuing authority may require the applicant to utilize access over an adjacent parcel of land currently or formerly owned by the applicant, or in which the applicant has, or can obtain, an ownership interest. The applicant shall design the roadway or driveway according to the minimum length and width acceptable to the Planning Board, and shall present reasonable alternative means of access to the Board. The applicant shall provide replication of bordering vegetated wetlands and compensatory flood storage to the extent practicable.

The site conditions and the proposed project are depicted on the attached project plans prepared by Waterstone Engineering, dated June 8, 2022. This Project Narrative describes the existing conditions, wetland resource areas, proposed design, and regulatory compliance for work within jurisdictional areas on and near the site.

2. Proposed Work

2.1. Maintenance Access Road

The proposed project is the final NGRID requirement to complete the interconnection of the 2.795 MW ground-mounted solar facility by providing a maintenance access road to the electric utility transmission corridor through the customer facility. The proposed work would occur by upgrading an existing cart path through the eastern portion of the facility, through the forested wetlands and uplands, and across the large wetland system at the location of the existing cattle crossing, to the point of interconnection within the NGRID transmission corridor. The road length is 1,037 ft and will be widened from approximately 9 ft to 12 ft with clearing both sides totaling 22 ft wide (5 ft on either side). Bumpouts are located along the roadway approximately every 400 ft to allow for 2 vehicle passage. Bumpout road width extends to 20 ft and subsequent clearing to 30 ft at these locations. The maintenance access road will be widened temporarily to 20 ft to enable access for a 500-ton crane for bridge construction. The road width will be reduced to 12' as noted prior after bridge construction is complete. The existing cart path will be removed and replaced with a 12 ft wide 150 ft span truss bridge to eliminate wetland impacts making the project a net plus for wetlands. The bridge capacity is H-20 loading with a maximum capacity of 40,000 lbs, 20 tons.

No impervious coverage will be added. There will be the addition of approximately 23,000 sf of gravel roadway including a 150-ft truss bridge with open pervious decking. A 20-ft bar gate with signage will control access to the site at the transmission corridor. Traffic usage will be almost zero with annual usage of the roadway expected for inspection and maintenance activities. The maintenance access road will otherwise remain unused with the rare exception of maintenance access.

Special Permit Modification

2.795 mW Solar Energy Generating Facility

140R Main Street, Newbury MA

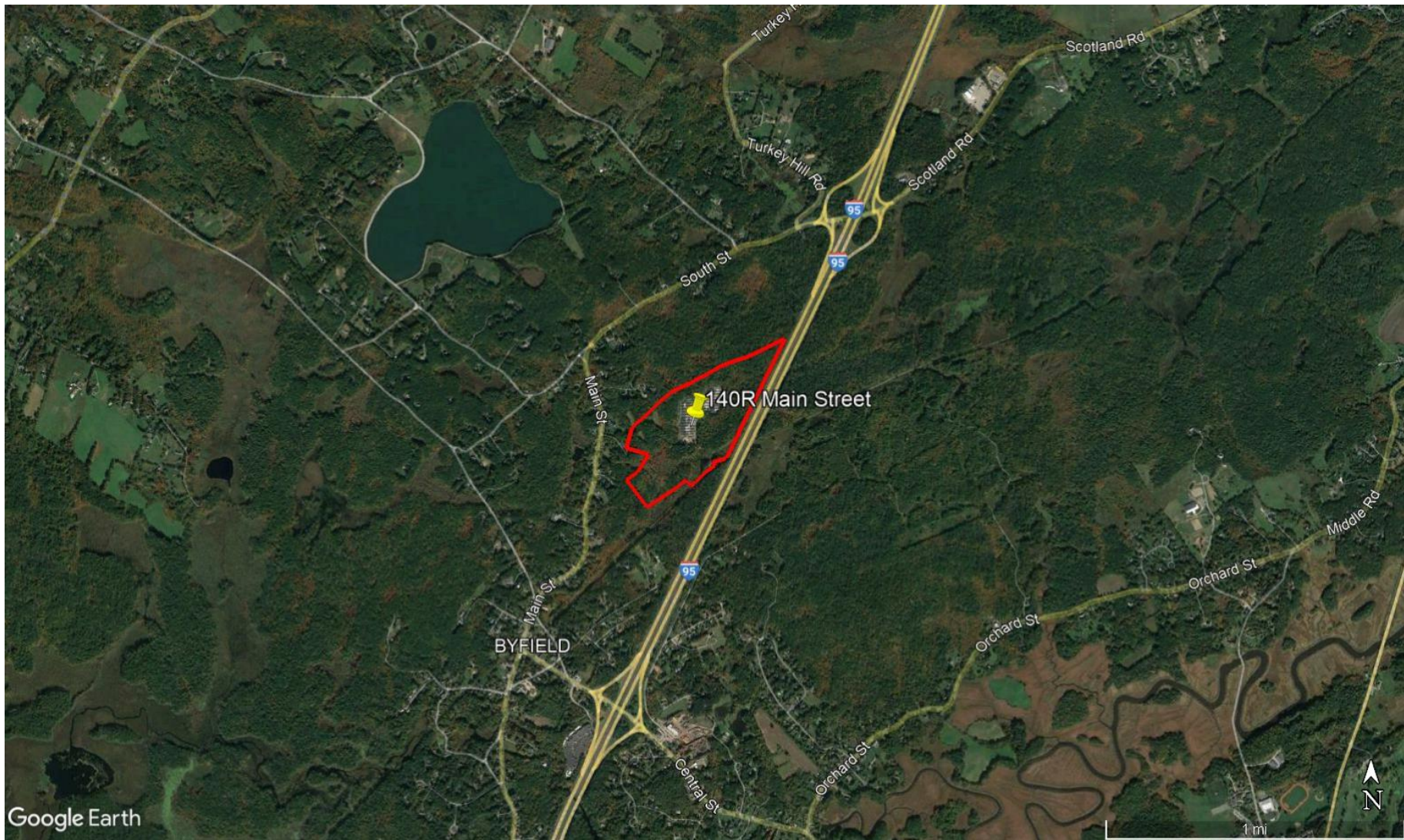


Figure 1: 140R Main Street Site Map

Special Permit Modification

2.795 mW Solar Energy Generating Facility
140R Main Street, Newbury MA



The proposed project will consist of the following key components:

- Maintenance access road
- 150-ft truss bridge, H20
- 120 sf of permanent and 470 sf of temporary wetland impact
- 1,485 sf of wetland restoration
- 20' bar gate
- Signage

The selected alternative is the least impactful viable option and will result in a net gain of 1,365 sf wetlands and the additional protection of 1.185 acres of wetlands placed into Conservation Restriction totaling 82.185 acres. The proposed location of the maintenance access road is within forested areas of the site to upgrade the existing cart path and will require additional 0.59 acres of tree removal. Limited earth disturbance will occur during the road widening and the construction of the bridge foundations. There will also be earthwork associated with the removal of the existing 135 ft wetland crossing at the cart path. This cart path will be removed as part of the bridge construction resulting in 1,485 sf of wetland restoration.

The Stormwater Management Report has been prepared by Waterstone Engineering to specifically to address the Massachusetts Department of Environmental Protection Stormwater Standards and the requirements of the EPA Construction General Permit (CGP). Based on the analysis of the pre- vs. post-development peak runoff conditions, the project does not increase the peak rate of discharge and meets the MassDEP Stormwater Standards. Refer to the report for details on the stormwater management system and compliance with the MassDEP Stormwater Standards.

2.2. Cart Path Removal and Wetland Restoration

Cart path removal and wetland restoration will occur as follows. Wetland restoration of 1,450 sf to occur by removal of existing cart path creating bottom land wetland in combination with river front. Approximately 135 ft long x 11 ft wide cart path to be removed and restored as wetland. Installation of a 150 ft long x 12 ft wide truss bridge will occur over the prior cart path location. Bridge is to be shipped in 6 sections 25 ft long. Large mature trees will be avoided and removed only as needed in consultation with supervising engineer. Wetland plants and soil to be transplanted from cart path disturbed areas for 800 sf wetland creation. This includes shrubs and other obligate and facultative wetland species. Wetland plant transplantation and excavation to be coordinated with site contractor and landscaper knowledgeable of wetland plantings. Depth of excavation for cart path removal to be approximately 36" or more to wetland/pond bottom equivalent to an estimated removal of 4,500 cf of fill. Water depth estimated to be 24" and path is approximately 12" above the water surface.

Wetland restoration elements are as follows. Wetland restoration boundaries will be clearly marked prior to the start of restoration work and confirmed by the supervising engineer. Install turbidity curtain in open water section and silt fence and straw wattle at limit of disturbance. Any equipment used in the restoration area will not enter the undisturbed wetland area. Cart path shall be removed/excavated between temporary bridge supports. Temporary bridge supports shall be placed upon timber mats at each of the 6 joints between truss sections. Excavation below temporary bridge supports shall be sufficient to allow removal of timber mats and cribbing from the shore without access by heavy equipment, post bridge assembly. Excavated materials should be placed within the upland areas as fill material or hauled off site. Wetland plants and soils shall be transplanted from the cart path restoration areas and installed in the 800 sf wetland creation area. Remove the erosion control once the creation has been properly stabilized.

Special Permit Modification

2.795 mW Solar Energy Generating Facility
140R Main Street, Newbury MA



Requirements for construction phasing are as follows. Construction phasing, sequencing and engineering oversight is required to ensure the successful wetland restoration and bridge installation. Temporary construction methods and phasing considerations account for the necessary use of large construction equipment within the wetland area while both removing and excavating the cart path and installing the bridge and temporary construction measures. The contractor shall submit a construction phasing plan. The phasing plan will be adapted based on feedback with the bridge designer, the crane operator, the supervising engineer, and the contractor.

2.3. Bridge Construction and Crane Placement

For bridge construction details, refer to final design and specifications to be provided with construction drawings. Crane placement will occur in a temporary laydown area on the north side of the bridge. A temporary lay down area and pad 30' x 200' will be cleared to allow for crane setup, counterweights, outriggers, operation, and construction staging. A 500-ton crane is needed for placement of 5 individual 30' truss sections (23,000 lb each) upon the temporary bridge supports. This includes a boom swing area of 50' radius semi-circle at the laydown area and allow for the extension of the maximum boom radius of 170' for placement of the furthest truss sections. The laydown area will be restored to a 12' road upon completion.

Construction of 2 bin wall bridge abutments is required. Bin walls are each 30'L x 12'D x 7'H. Precast concrete sill foundations will be placed upon each bin wall including an 18'2"L x 3'10"H x 3'8"W backwall and a 27'L x 4'2"D x 3'2"H baseslab. Excavation for the bin walls will require construction dewatering. Water level is anticipated to be high as excavation will be below standing water. Construction dewatering may be achieved with localized sump pumps and discharged to nearby excavated pits located well outside of the proposed restoration.

3. Project Specifics

Project Address: 140R Main Street

System Size: 2.795 mW, prior approved, construction complete 2021

System area: 11 acres (fenced) , prior approved, construction complete 2021

Assessors Parcels/Owners/Deeds:

Kavy N. Yesair and Karen E. Yesair Thiel
Successor Trustees of the Ruth A. Yesair Trust
138 Main Street
Byfield, MA 01922
617-874-0266

Assessors Map R41-42 Book 38304, Page 458; Book 38800, Page 599.

Parcel Size: 82.185 acres

Zoning Summary

Description	Required	Provided
Structure Setbacks	50 feet	>1,500 feet from 6 Courtney Drive
Height	<15 feet	8.5 feet

Notes: Ground-mounted solar project occupies greater than 10 acres of land, therefore the setback is 50 feet from all lot lines

Special Permit Modification

2.795 mW Solar Energy Generating Facility
140R Main Street, Newbury MA



Application Specifics

Zoning Bylaws Article V – Special Permits General §97.5

F. Ground-Mounted Solar Photovoltaic Installations

(6) Installations Requiring a Special Permit

(c) Submission Requirements.

02) Required Documents: The applicant and any co-applicant(s) shall provide the SPGA with twelve (12) copies of the application. All plans and maps shall be prepared, stamped, and signed by a professional engineer licensed to practice in Massachusetts. Included in the application shall be:

- a). Name, address, phone number, and original signature of the applicant and any co-applicant(s). Co-applicants may include the landowner of the subject property and the operator of the solar installation.

Applicants Representative*

Robert Roseen, PE, PHD

Waterstone Engineering, PLLC.

9 Gretas Way

Stratham, NH 03885

603-686-2488 rroseen@waterstone-eng.com

**See Appendix F: Applicants Letter of Authorization*

On Behalf Of

New Leaf Energy

55 Technology Drive, Unit 101

Lowell, MA 01851

Attn: William Peregoy, (800) 818-5249 wperegoy@newleafenergy.com

Owners

Kavy N. Yesair and Karen E. Yesair Thiel

Successor Trustees of the Ruth A. Yesair Trust

138 Main Street

Byfield, MA 01922

617-874-0266

- b). If the applicant and any co-applicant(s) will be represented by an agent, the name, address, and telephone number of the agent, as well as a written document with original signature of the applicant and any co-applicant(s) authorizing the agent to represent them;
Not applicable
- c). Documentation of the legal right of the applicant and any co-applicant(s) to use the proposed site, including the requirements set forth in Paragraph (7) below.
Refer to Appendix B for the lease agreement between Borrego Solar Systems, Inc. and the landowner.

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2.795 mW Solar Energy Generating Facility
140R Main Street, Newbury MA



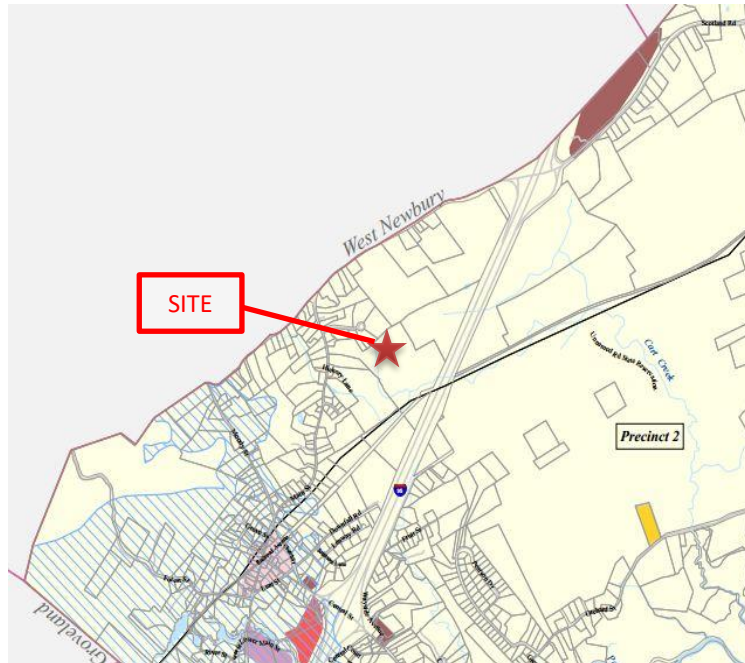
d). A site plan showing:

- i). Property lines and physical features, including roads, for the project site;
Refer to Site Plans.
- ii). Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, screening vegetation or structures;
Refer to Site Plans.
- iii). Blueprints or drawings of the solar photovoltaic installation signed by a Professional Engineer licensed to practice in the Commonwealth of Massachusetts showing the proposed layout of the system and any potential shading from nearby structures and any pruning of existing vegetation required to prevent shading;
Refer to Site Plans.
- iv). One or three line electrical diagram detailing the solar photovoltaic installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and overcurrent devices;
Not applicable.
- v). Documentation in the form of shop drawings or catalogue cuts of the major system components to be used, including the PV panels, mounting system, and inverter;
Refer to Site Plans.
- vi). Name, address, and contact information for proposed system installer:
Installer
New Leaf Energy
55 Technology Drive, Unit 101
Lowell, MA 01851
Attn: William Peregoy, (800) 818-5249 wperegoy@newleafenergy.com
- vii). Name, address, and phone number of the project applicant, as well as all co-applicants or property owners, if any;
See 02)a) above.
- viii). An operation and maintenance plan (see also paragraph (8) below);
See O & M plan in Appendix A of this application.
- ix). Zoning district designation for the parcel(s) of land comprising the project site (submission of a copy of a zoning map with the parcel(s) identified is suitable for this purpose);
The Zoning District is Residential/Agricultural. See partial Zoning Map below.

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Partial Zoning Map

- e). Proof of liability insurance acceptable to the Town;
See Appendix G: Proof of Insurance
- f). Description of financial surety that satisfies Section (14)(c) below.
Already included in previously approved Special Permit Application.
- g). A public outreach plan, including a project development timeline, which indicates how the project applicant and any co-applicant(s) will meet the required Special Permit notification procedures and otherwise inform abutters and the community.
A certified Abutters list has been obtained from the Assessor's office. This list includes all abutters within 300 feet of the properties being developed. These abutters will be notified via certified mail. The Planning Boards of all the surrounding towns including Georgetown, Groveland, Newburyport, Rowley, and West Newbury will also be notified. Legal notifications will be posted in the appropriate publications two times prior to a Public Hearing being held by the Newbury Planning Board. We have been to many public hearings for this project in the past.
- h). Plans and documents as required by the Town's Stormwater Management and Illicit Discharge and Erosion Control By-Law and Rules and Regulations.
See attached Stormwater Management Report dated August 14, 2022.

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d) Special Permit Review Criteria:

01) Open Space and Agricultural Impact: Consistent with the Town's open space preservation goals, the owner of the land on which a large-scale ground-mounted solar photovoltaic installation is proposed to be situated must submit to the SPGA a report on the open space impacts of the installation, including but not limited to:

- a) A general description of the installation site, including proximate natural features, flora, fauna, wetlands, and waterways;

Wetland Series A is an extensive BVW that occurs along the unnamed perennial tributary (Stream BF1) in the southern portion of the property which eventually flows to Cart Creek, with two distinct wetland cover types; a red maple forested wetland/swamp and a riverine shrub-scrub/emergent wetland associated with the unnamed tributary. The limit of the BVW was delineated with pink survey tape numbered sequentially from WFA-1 through WFA-197. The red maple forested wetland/swamp dominates the wetland area and consists of hummock/hollow topography with the lower elevations containing saturated soils and/or flooded conditions.

*Vegetation within this cover type is dominated by red maple (*Acer rubrum*) in the overstory with subordinate species including black tupelo (*Nyssa sylvatica*), American elm (*Ulmus americana*), and black birch (*Betula lenta*). Highbush blueberry (*Vaccinium corymbosum*), gray birch (*Betula populifolia*), and black birch populate the understory and sphagnum moss (*Sphagnum*, spp.) may be present on hummocks in the understory. The riverine/emergent wetland occurs at/below mean high water and is the result of beaver dams constructed across the channel. Dead trees/trunks are present in the overstory and shrub species, such as speckled alder (*Alnus rugosa*),ighbush blueberry and silky dogwood (*Cornus amomum*) dominate some stretches. The emergent component includes broad-leaf cattail (*Typha latifolia*), switchgrass (*Panicum virgatum*), and purple loosestrife (*Lythrum salicaria*). Soils consist of organic materials/histic epipedon at the surface and may be underlain by a shallow rock layer.*

Stream Series BF1 demarcates an unnamed stream that is designated as perennial according to the current USGS topographic map. The Banks were delineated using the MAHW line which corresponds with the first break in slope. The limit of the MAHW line was delineated with blue survey tape numbered sequentially from Stream BF1-1 to BF1-30 (southern boundary) and BF1-100 to BF1-142 (northern boundary). This perennial stream enters the site from the west and flows east through Wetland Series A towards Interstate 95. It crosses Interstate 95 through two circular, approximate 36-inch culverts. Beaver have impounded the channel with dams in a number of locations and an old/relic road crossing with remnant riprap fill has been incorporated into one of the beaver dams. The Bank heights and widths are variable due to the beaver activity.

- b) Any trees or wildlife to be displaced by the installation.

Tree clearing will amount to 0.59 acres for the expansion of the 9ft cart path to a 12 ft permanent road, and 20 ft temporary construction road, with 30 ft of clearing in total. This is an estimate 103 trees ranging from 6" to greater than 24". See sheet C-3.0 Tree Clearing Plan

- c) Any efforts to mitigate groundwater management issues caused by increase in impervious surface; *There is no increase in impervious surface. There will be the addition of approximately 23,000 sf of gravel roadway including a 150-ft truss bridge with open pervious decking.*

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- d) The suitability of the installation location for agriculture, including information about soil grade and any history of agriculture uses on the site within ten (10) years prior to special permit or site plan review; and

The site is vacant and is not currently used for agriculture or forestry. Historically the site has been woodland. The soils are primarily Maybid silt loam and Woodbridge fine sandy loam. Based on review of the NRCS Web Soil Survey, greater than 95% of the site is considered "not prime farmland".

- e) Any environmental remediation efforts that the owner or operator anticipates will be necessary for installation, maintenance, or removal of the installation.

During installation erosion and sedimentation controls will be maintained, wetlands resources will be protected as required by the Conservation Commission's Order of Conditions and the appropriate stabilization through of the project area will be maintained. When the system is in operation there will be an Operation and Maintenance Plan in place. When necessary, the project will be decommissioned with proper protections of wetlands in place and any earth disturbance will be re-vegetated. Post decommissioning will be the responsibility of the land owner.

- f) In determining whether to issue a special permit, the SPGA shall consider the Open Space and Agricultural Impact report and the corresponding impacts.

As stated in item (1): Consistent with the Town's open space preservation goals, the owner of the land on which a large-scale ground-mounted solar photovoltaic installation is proposed to be situated must submit to the SPGA a report on the open space impacts of the installation, including but not limited to: Items a) through h). All of these items are being addressed and are numbered as designated in the by-law.

- g) Land Clearing, Soil Erosion and Habitat Impacts: Clearing of natural vegetation shall be limited to what is necessary for the construction, operation, and maintenance of the ground-mounted solar photovoltaic installation or otherwise proscribed by applicable laws, regulations, and by-laws, including the Code of the Town of Newbury, Chapter 87, Stormwater Management and Illicit Discharge and Erosion Control. In determining whether to issue a special permit, the SPGA shall consider such impacts and efforts to mitigate them. The applicant and any co-applicant(s) may be required to replace up to 100% of any and all trees with a caliper six (6) inches or over that are removed for the project.

Tree clearing is estimated as 0.59 acres. The quantities and areas are designated on sheet C-2.2 of the plan set. The total trees that will be removed from the site is as follows: 47 trees 6"- 11" caliper, 45 trees 12"- 23" caliper and 11 trees 24" caliper or greater.

All revegetation plantings will be limited to the use of native plants. Any plant listed as prohibited or restricted by the State of Massachusetts shall be prohibited. Native plants can be identified from The State of Massachusetts' Native Plant List for Vegetated Buffers in New England. The revegetation plan is listed as sheet C-3.1.

The owner has provided a conservation easement totaling 82.185 acres with 69.142 acres of non-project lands including wetlands, upland critical terrestrial habitat, and fields. This includes the addition of 1.185 acres of wetland that has been added to the 2022 Conservation Restriction Modification. The project impact is 0.87 acres and the total parcel area of 82.185 acres.

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- h) Operation and Maintenance Plan: The applicant and any co-applicant(s) shall submit a plan for the operation and maintenance of ground-mounted solar photovoltaic installation as called for in paragraph (8) below.

A prior approved detailed Operations and Maintenance Plan (December 13, 2016) has been developed and approved by MADEP which is designed with the intention of minimizing long-term impact from ongoing project related operations and maintenance by minimizing invasive activities that would impact water quality and hydrology. These activities include minimizing vegetation clearing and timing to avoid amphibian migration, the prohibition of fertilizers and pesticides, prohibited use of deicing chemicals, and other non-structural BMPs. The O&M plan ensures that the stormwater management systems function as designed. The stormwater management system protects and enhances the stormwater runoff water quality through the removal of sediment and pollutants, and source control significantly reduces the amount of pollutants entering the system. This O&M Plan identifies responsible parties, proposes measures to protect vernal pool habitat, provides information on the required maintenance and inspection schedule for each stormwater management method used at the property, discusses signage to be installed, and outlines source control procedures. In addition, O&M inspection checklists and site plans are provided.

- i) Site Condition Suitability: All appurtenant structures, including but not limited to equipment shelters, storage facilities, transformers, and substations, shall be architecturally compatible with each other. Structures shall be screened from view by means of vegetation, fencing, or physical topography to the extent reasonable and practical considering the characteristics of the individual site. In determining whether to issue a special permit, the SPGA shall consider the sufficiency of the architectural compatibility of the structures and efforts to screen the structures from view.
There are no structures, storage facilities or buildings proposed as part of this project.

02) The SPGA may grant a Special Permit only upon finding that the proposed use meets the standards specified in in § 97-11.C. of Newbury's Zoning By-Law and the following general standards:

- a) The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare;
The Special Permit amendment includes final requirements from the electric utility for completion of a prior approved and constructed project. Residences are greater than 1,500 feet away. The project is located deep into the parcel and will not be visible from local streets or interstate 95 and therefore will not adversely affect the character of the area.
- b) The nature and intensity of the intended operations will not discourage the appropriate development and use of adjacent land and buildings nor impair the value thereof;
The project is located deep into the parcel and will be screened from abutters and nearby public streets. Items that would discourage the appropriate development and use of adjacent land and buildings or impair the value property values, are typically operations one can hear, smell, or something that has some other source of pollution. This solar array does not qualify on any of those. You don't see it; you don't hear it; you don't smell it. It is a clean, passive use of the land that includes substantial permanent protections for wetlands and upland terrestrial habitat.

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- c) All proposed traffic access ways shall be adequate (but not excessive) in number, adequate in width, grade, alignment and visibility, sufficiently separated from street intersections and places of public assembly, and shall meet similar safety considerations;
Already included in previously approved Special Permit Application including letters from both the Fire Department and the Police Departments stating they have no concerns regarding emergency access.
- d) Adequate safe and accessible off-street parking and loading spaces shall be provided to avoid parking in public streets of vehicles belonging to persons connected with or visiting the site, including, at a minimum, parking for three (3) trucks and two (2) automobiles;
Already included in previously approved Special Permit Application.
- e) Adequate access to each structure for fire and emergency service equipment shall be provided; keys for access to all portions of the project shall be provided to the Fire Department and the Police Department.
See Appendix G: Insurance
- f) The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance;
There are no known natural, scenic or historical features of significant importance in the locations of the proposed solar array. The Martin H. Burns Conservation area abuts and is to the north of the site. A buffer zone of 120-250 feet will remain between the project fence and the common property line with the Conservation area.
- g) The entire project site shall be screened at all seasons of the year from the view of adjacent residential lots and streets or roadways and the general landscaping of the site shall be in character with that generally prevailing in the neighborhood;
The project is located deep into the parcel and will be screened from abutters and nearby public streets.
- h) The volume of cut and fill, the number of removed trees that are six (6) inches or more in caliper, the area of wetland vegetation displaced, soil erosion, and threat of air and water pollution shall be held to a minimum set by the SPGA after consultation with the Conservation Commission;
Aside for excavations for bridge foundations there will be minimal grading required for the installation of the access road.
Tree clearing is estimated as 0.59 acres. The quantities and areas are designated on sheet C-2.2 of the plan set. The total trees that will be removed from the site is as follows: 47 trees 6"- 11" caliper, 45 trees 12"- 23" caliper and 11 trees 24" caliper or greater.
There will be a net increase of 1,365 sf of wetland restoration with the removal of 1,485 sf of wetland crossing to be replaced by a 150 ft span bridge. This is required to gain access to the interconnection of the system at the electric transmission corridor. A Notice of Intent has been filed on 6/16/2022 with the Newbury Conservation Commission.
Soil erosion will be controlled via an erosion and sedimentation control plan to be reviewed and approved by the Town and will be incorporated into the Construction General Permit through the eNOI process with EPA Region 1. The Stormwater Pollution Prevention Plan (SWPPP) will be prepared prior to construction and will be provided to the Town prior to construction.
No air pollution will be generated from the project. Construction vehicles will be fueled using ultra-low sulfur fuel.

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The project will not generate any fumes, exhaust or odors. There are no combustible engines as part of a ground-mounted solar facility.

- i) Adequate provisions shall be provided for stormwater management and other utilities consistent with the functional requirements of the Newbury Stormwater Rules and Regulations, the Department of Environmental Protection, and the Massachusetts Stormwater Management Handbook (as revised);
No impervious coverage will be added. There will be the addition of approximately 23,000 sf of gravel roadway including a 150-ft truss bridge with open pervious decking. See attached Stormwater Management Report dated July 5, 2022.
 - j) Obstruction of scenic views from publicly accessible locations shall be minimized;
The project will not obstruct scenic views from any publicly accessible locations. The bridge will be 8.5 high open truss and located within a wooded area surrounded by trees that are 50-60 feet tall.
 - k) Glare from site lighting shall be minimized;
There will not be any additional lighting proposed for the maintenance road.
 - l) Sound impacts from transformers, inverters, and other electrical equipment shall be mitigated with the use of enclosures, shielding, and placement of the sound-generating equipment on the site.
Not applicable. There are no additional transformers, inverters, or other electrical or mechanical equipment proposed for the maintenance access road.
 - m) Unreasonable departure from the character, materials, and scale of buildings in the vicinity, as viewed from public ways and places, shall be minimized; and
The bridge is 8.5 feet in height, consistent with character of the other prior approved bridge. The bridge will be well screened from the surrounding residences and roadways.
 - n) The proposed development of the site shall be in compliance with the provisions of Newbury's Zoning By-Law, including parking, signs, landscaping, environmental standards and other pertinent sections.
Already included in previously approved Special Permit Application. We will comply with the Town's requirements.
 - o) Final Action: A Special Permit shall be granted by the SPGA after it finds in writing that all conditions described in (6)(d)02 items a) through n) have been satisfied.
We ask that you grant the special permit amendment as this has changed nothing in the prior approval except for the addition of a maintenance access road. The existing project has complied with all of the conditions of approval.
- (07) Site Control: The project applicant and any co-applicant(s) shall submit documentation of actual or prospective access and control of the project site sufficient to allow for construction and operation of the proposed solar photovoltaic installation.
Already included in previously approved Special Permit Application. Please find in Appendix B the redacted Lease Agreement between Borrego Solar System, Inc. and the land owner.
- (08) Operation & Maintenance Plan: The project applicant and any co-applicant(s) shall submit a plan for the operation and maintenance of the ground-mounted solar photovoltaic installation, which shall include

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measures for maintaining safe access to the installation, stormwater controls, as well as general procedures for operational maintenance of the installation.

Refer to the attached Operations and Maintenance Plan.

- (09) Notification: No ground-mounted solar photovoltaic installation shall be constructed until evidence has been given to the Town that the owner or operator of said installation has notified the utility company that operates the electrical grid where the installation is to be located of his or her intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.

Already included in previously approved Special Permit Application.

Appendix A: Operations & Maintenance Plan

**Refer to Stormwater Management Report, Appendix C,
Revised October 30, 2017**

Operations and Maintenance Plan

***for the Protection of
Vernal Pools and Upland Habitat***

**136 Main Street Solar Array
Newbury, Massachusetts**

December 13, 2016, Revised September 6, 2018

Completed by:

**Waterstone Engineering, PLLC.
9 Gretas Way
Stratham, NH 03885**

Completed for:

**Massachusetts Department of
Environmental Protection
Northeast Regional Office
205B Lowell Street
Wilmington, MA 01887**

Prepared for:

**Kavy Yesair
P.O. Box 929
Byfield, Massachusetts 01922**



**WATERSTONE
ENGINEERING**
INNOVATIVE STORMWATER MANAGEMENT



BORREGO SOLAR

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1.0 INTRODUCTION

The Massachusetts Department of Environmental Protection (MA DEP) Stormwater Standards require the long term maintenance of stormwater practices, and stipulate the establishment of a mechanism to provide for ongoing inspections and maintenance. This plan has been developed in accordance with the Stormwater Management Standards (chapter 1) and the Structural BMP Specifications (chapter 2) of the MADEP Stormwater Handbook. This plan includes recommendations for the protection of critical terrestrial habitat and vernal pools using current guidance recommended by the Army Corp of Engineers for development practices^{1,2} and BMPs³. The Plan recognizes the possibility of vernal pools in downgradient areas and is designed with the intention of minimizing long-term impact from ongoing project related operations and maintenance by minimizing invasive activities that would impact water quality and hydrology. These activities include minimizing vegetation clearing and timing to avoid amphibian migration, the prohibition of fertilizers and pesticides, prohibited use of deicing chemicals, and other non-structural BMPs.

This Stormwater Management System Operations and Maintenance (O&M) Plan, filed with the Town of Newbury (the Town), Massachusetts, will be implemented for the Borrego Solar Systems 2,844 kW (DC) ground-mounted photovoltaic solar array project, an approximately 11.85-acre development, located on the east side of Main Street in Newbury, MA (the Site) to ensure that the stormwater management systems function as designed. The stormwater management system protects and enhances the stormwater runoff water quality through the removal of sediment and pollutants, and source control significantly reduces the amount of pollutants entering the system.

This O&M Plan identifies responsible parties, proposes measures to protect vernal pool habitat, provides information on the required maintenance and inspection schedule for each stormwater management method used at the property, discusses signage to be installed, and outlines source control procedures. In addition, as per MADEP requirements, O&M inspection checklists and site plans are provided in Appendix A and B, respectively.

1.1 Responsible Parties

The following parties are responsible for implementing the required reporting, inspection, and maintenance activities identified in this O&M Plan:

Kavy Yesair or Designated Alternate
P.O. Box 929

¹ United States Army Corps of Engineers, New England District. 2015. Vernal Pool Best Management Practices. January. Accessed: <http://www.nae.usace.army.mil/Portals/74/docs/regulatory/VernalPools/VPBMPsJan2015.pdf>

² Calhoun, Aram. 2010. Vernal Pool Direction Buffer Guidance. University of Maine. October. 3pp. Accessed: <http://www.nae.usace.army.mil/Portals/74/docs/regulatory/VernalPools/VPBufferGuidance.pdf>

³ Calhoun, A. J. K. and M. W. Klemens. 2002. Best development practices: Conserving pool-breeding amphibians in residential and commercial developments in the northeastern United States. MCA Technical Paper No. 5, Metropolitan Conservation Alliance, Wildlife Conservation Society, Bronx, New York. Accessed: <http://www.nae.usace.army.mil/Portals/74/docs/regulatory/VernalPools/BestDevelopmentPractices20Oct2014.pdf>

The Owner and The Responsible Parties possess the primary responsibility for overseeing and implementing the O&M Plan and assigned Designee who will be responsible for the proper operation and maintenance of the stormwater structures. Any transfer of responsibility for O&M activities or transfer of ownership shall be documented to the Town and the Massachusetts Department of Environmental Protection (MA DEP) in writing.

1.2 On-call Service Technician:

In response to an automated DAS alarm or request by Customer, a Service Technician will be required to visit the site within three (3) business days of notification to trouble shoot and resolve the issue. Emergency situations may require faster response.

1.3 Reporting, Tracking, Enforcement, and Schedule of Activities

Inspections will be reported annually by November 30 as detailed in Table 1 by the Designee. Reports and inspection forms will be reviewed for completeness by a licensed professional engineer or other qualified vendor, along with the O&M Plan, inspection findings, and corrective measures. An annual report form is provided in Appendix A. Electronic copies will be sent to the Town Planner and Code Inspection Officer. Electronic copies will be retained by the owner for such period as may be required by law and made available to appropriate parties upon request. Separate reports will be provided for events that present a risk to public safety and violations of Open Space Areas. All record keeping required by the O&M Plan will be maintained by the Responsible Parties. The Association recognizes the Municipalities' right to enforce the conditions of subdivision approval as provided by the state statute and detailed in the subdivision approval which provides the authority to enforce the conditions of approval. Enforcement process begins with the owner who will remedy any maintenance needs or violations within 60-90 days as feasible. Feasibility would include reasonable consideration for severity of remedy, scheduling for weather, and contractor availability. A complete description of the owner enforcement provisions will be described in the Declaration of Covenants.

These records will include an inspection and maintenance log to document each inspection and maintenance activity and a cataloging of inspection forms herein. The inspection and maintenance log will include the date on which each inspection or maintenance task was performed, a description of the inspection findings or maintenance completed, and the name of the inspector or maintenance personnel performing the task. If a maintenance task requires the clean-out of any sediments or debris, the spoils will be disposed of offsite by an approved contractor in an appropriate manner. Any deficiencies found during inspection will be noted and corrective action undertaken by the owner. Stormwater management measures are detailed in Appendix A.

Table 1: Schedule for Inspection and Reporting Activities

Inspection and Reporting Activity	Timing
Annual reporting	November 30, Annually
Annual inspections of project grounds and conservation areas	June, Annually
Inspect stormwater management and erosion control including infiltration trenches , examine for 72 hour drawdown.	Every six months and after major storms
Tree inspection and additional limbing	June or October as needed to maintain the limit of clearing as outlined in sheet C-2.2 (Appendix B)
On-Call System Service Technician	Per request
Full System Electrical Inspection & Maintenance	One time per year
Module Washing	Optional (maximum once per year)
Vegetation Management and Mowing	Twice per year within fence (June and October), once per year outside of fence (June)

1.4 Site Development

The proposed project will require earthwork mostly in the form of tree clearing, removing stumps and grading the stumped areas. An estimated 11.85 acres (reduced from 13.42 acres) and approximately 1,565 trees will need to be cleared for the project site development. The estimated tree clearing area for each sector of the project is broken down in sheet C-2.2: Tree Clearing Plan (Appendix B). The area of tree clearing for each sector is shown in Table 2.

Table 2: Tree Clearing by Project Sector

Project Sector	Area (acres)	Total Trees
Area #1	3.09	412
Area #2	43.56	475
Area #3	4.92	676
Area #4	0.29	4
Total	11.85	1,565

2.0 OPERATIONS AND MAINTENANCE MEASURES FOR THE PROTECTIONS OF VERNAL POOLS AND CRITICAL UPLAND HABITAT

This section describes the operations and maintenance measures for the solar array. Conservation efforts include a range of strategies for the protection of water quality and ecological integrity. The stormwater management goal of the Solar Array project is to provide the highest level of protection through the use of Low Impact Development practices (infiltration trenches) and non-structural practices such as the use of native and non-invasive non-native plants, and fertilizer and pesticide restrictions. The stormwater management system will consist of infiltration trenches located

periodically at the low end of a group of solar panels (16' by 32'). These infiltration trenches will be run on the contour of the solar array, as long as needed to capture flow. Refer to Appendix A for location of stormwater management control measures.

2.1 Revegetation Planting

All revegetation plantings will be limited to the use of native plants. Any plant listed as prohibited or restricted by the State of Massachusetts⁴ shall be prohibited. Native plants can be identified from The State of Massachusetts' Native Plant List for Vegetated Buffers in New England.⁵ The revegetation plan is listed in Appendix E as sheet C5.0.

2.2 Grass Seed Mixtures

Three grass seed mixtures will be used for revegetation of the site following development. Ernst Seeds mix 186-1 shall be used between the solar panels. Underneath the panels, Ernst Seeds mix 129 will be used. For areas outside the fence, Ernst Seeds mix 156 should be utilized. Further information on the specific components of each of these seed mixtures can be found at (www.ernstseed.com).

2.3 Signage and Critter Crossing

Signage will be installed at the entrance to the solar array indicating allowable activities and detailing environmental significance. Signage details are provided in Appendix B. Critter Crossing Signage will be maintained at low point locations where amphibians and turtles would be expected to cross during migration (mid to late March near vernal pools, mid to late June and again around October).

2.4 Stormwater Management and Infiltration Trenches

The following maintenance items are required as needed for infiltration trenches located along the solar panel array, in accordance with MADEP for infiltration trenches in the Massachusetts Stormwater Handbook (Chapter 2, Volume 2) and detailed in a checklist for inspection and maintenance of infiltration trenches in Appendix A.

- Mowing the infiltration trench side slopes and area around the infiltration trenches twice annually during times of year to avoid impacts to amphibians. Amphibian migration is expected to occur during June and October during which time no mowing will occur.
- Inspect basin after major storms to ensure it is draining within 72 hours. Corrective action will be taken if drawdown is not evident.

⁴ A list on prohibited invasive plants titled *Invasive Plant Species Found in Massachusetts*, contained in Appendix C of *The Massachusetts Buffer Manual: Using Vegetated Buffers to Protect our Lakes and Rivers* by the Berkshire Regional Planning Commission, can be found at, <http://www.mass.gov/eea/docs/dep/water/bufman.pdf>.

⁵ A list on permissible plants titled *Native Plant List For Vegetated Buffers in New England*, contained in Appendix B of *The Massachusetts Buffer Manual: Using Vegetated Buffers to Protect our Lakes and Rivers* by the Berkshire Regional Planning Commission, can be found at, <http://www.mass.gov/eea/docs/dep/water/bufman.pdf>.

- Inspect, at a minimum, twice a year for erosion, leakage in embankments, tree growth, sediment accumulation, and signs of differential settlement.
- Remove trash and debris to prevent clogging.
- Remove sediment from basin as necessary to prevent clogging.

2.5 Conservation Easements for the Protections of Vernal Pools and Critical Terrestrial Habitat

The project is being designed with vernal pool protection guidance from the Army Corps of Engineers. This includes the protection of critical terrestrial habitat (CTH) and the establishment of unfragmented directional corridors in combination with land conservation.¹ No disturbance is proposed within the 25' no disturb buffer, no structures within the 50' no-build wetland buffer, and 100' separation from most vernal pools. The applicant will provide a conservation easement, shown in Appendix B, for the non-project parcel areas totaling 57.5 acres to provide for the long-term protection of critical terrestrial habitat and adjacent vernal pools. This includes easements for upland habitat of 34.9 acres, and 22.6 acres of wetlands. The project impact is 12.85 acres, with the residential lots 24.2 acres and the total parcel area of 93.6 acres. Specific elements included are:

1. Limit development to less than 25% of the developable upland on the property (extends 100-750 feet from the VP depression's edge).
2. Exclude roads and driveways from the VP envelope.
3. Establish directional corridors consisting of unfragmented forest with at least a partly-closed canopy of overstory (>50% cover) trees to provide shade, deep litter and woody debris.
4. Minimize impedance to amphibian terrestrial passage.

2.6 Limits on Tree and Invasive Species Management

Site will be visually inspected within the first 12 months during routine inspections for erosion and sedimentation control and will include the removal of invasive species.

2.7 Mowing

Inside the fence ground cover shall be mowed twice annually during times of year to avoid impacts to amphibians. No mowing will occur during amphibian migration (June and October). Evaluation of the site conditions will be made in order to avoid mowing during the bird nesting season from February through July. Additional mowing may be necessary and will be noted in the annual report.

Additional vegetation management (exterior to the array fences) in accordance with the Yearly Management Plan included in the Order of Conditions shall be strictly adhered to. This includes ground cover shall be mowed once annually during times of year to impacts to amphibians and no mowing during amphibian migration (June and October). Evaluation of the site conditions will be made in order to avoid mowing during the bird nesting season from February through July.

The site shall be inspected for evidence of erosion and rilling in any slopes. Any such conditions shall be noted in the annual report for re-vegetating.

2.8 Fertilizer and Pesticide Restriction

Fertilizer and pesticide use within the solar array and within the borders of the rights of way is prohibited. Long-term landscaping and maintenance activities will prohibit the use of fertilizers and pesticides, however in the event that these items are deemed necessary, a professional landscaper will be consulted and recommendations presented to the town Conservation Commission for approval.

2.9 Winter Maintenance and Restrictions on the Use of Chloride/Deicing Chemicals on Gravel Roadways

Winter road maintenance will be limited solely to plowing roadways to provide access to maintenance personnel and fire department as needed. Snow stockpiling will be limited to the laydown areas and outside of designated wetlands.

Chloride and deicing chemical usage will be prohibited within the easements, roadway, and solar array. Road usage is minimized for winter use and deicing will not be conducted.

2.10 System Electrical Inspection & Maintenance:

a. Electrical Maintenance

The technician will:

- i. Perform a visual inspection of PV modules and array wiring, strain relief, mounting system, trackers, inverters, switchgear, transformers, combiner boxes, wireways and conduit, data acquisition system, weather sensors and outdoor lighting.
- ii. Check pyranometers and reference cells.
- iii. Record operational data from inverters and meters.
- iv. IR Thermography may be used as part of the visual inspection process.

b. Inspect External and/or Internal DC Disconnects and Combiner Boxes

During the inspection, the technician will:

- i. Ensure that Imp testing is performed on all DC strings, and values are logged on the Borrego provided form.
- ii. Spot check torque values and tighten loose electrical connections.

c. Inverter and Transformer

The technician will:

- i. Clean out all electrical enclosures
- ii. Clean inverter air filters
- iii. Perform Preventive Maintenance per manufacturer protocol as required to maintain inverter manufacturer's warranty.

d. AC Disconnects

- i. The technician will check for proper operation.

e. DAS

- i. Verify with Borrego O&M representative before leaving site that the DAS system is functioning properly.

f. Fencing, Gates, Civil

- i. Annual visit will include a visual inspection of any fences, gates, equipment pads, etc. Facility improvements installed by Borrego Solar such as gravel access roads, etc. shall be inspected on a periodic basis per Borrego Solar.
- g. Service Report
 - i. A report must be filed with Borrego noting results of the annual inspection.

2.11 Lighting

Exterior and road lighting within the development will be limited and dark sky compliant. Use of low spillage lights (those that reflect light directly downward onto the area to be illuminated) will be required.

2.12 Source Control Provisions

As recommended by Standard 4 of MADEP Stormwater Handbook: Stormwater Management Standards, Volume 1 (2008), O&M Plans should include provisions for source control appropriate to the scale of the project in order to minimize the volume of stormwater coming into contact with regulated substances. The proposed Newbury Solar Array Project is not an area with “higher potential pollutant loads,” as outlined in Standard 4 of MADEP Stormwater Handbook: Stormwater Management Standards and therefore does not necessitate a separate Source Control Plan. Instead, this section of the O&M Plan serves to outline source control activities to address the management of industrial materials, maintenance products, and ice management at the Site. Any industrial materials that would be regulated substances will be stored offsite or within closed areas and not exposed to the potential for runoff. These materials may include but are not limited to gasoline for maintenance equipment, and paints.

2.13 Personnel Training

All contracted personnel retained for work on site will be given a copy of this Plan and will receive training in applicable practices for maintenance of the stormwater systems and activities covered in this O&M Plan. A full training will be provided to personnel responsible for overseeing and implementing the O&M Plan and the assigned Designee. The training will include the complete elements of the O&M plan including inspection, corrective measures, and annual reporting. Any landscaper employed at the Site will be qualified to assess soil test results, fertilizer needs, and pest management consistent with this landscaping guidance. Similarly, all winter maintenance employees will be fully informed of deicing prohibitions and plowing limitations.

3.0 CONSERVATION AREAS AND DEED RESTRICTIONS PROTECTED EASEMENTS FOR SURROUNDING AREAS

Surrounding wetlands will be protected by easement restrictions included in Appendix C conservation easements. These conservation areas include wetlands that are protected by a 100’ buffer for planting restrictions, a 50’ no construction buffer, and a 25’ no disturb buffer. The locations and size of the wetlands are depicted in Appendix B on sheet C4.0 of this Operations and Maintenance Plan.

APPENDIX A: ANNUAL REPORT FORM AND O&M INSPECTION CHECKLISTS

A.1 ANNUAL REPORTING FORM

A.2 CONSERVATION AREA INSPECTION GUIDANCE AND CHECKLIST

A.3 INFILTRATION TRENCH GUIDANCE AND CHECKLIST

ANNUAL REPORT

OPERATIONS AND MAINTENANCE (O&M)

NEWBURY SOLAR ARRAY, NEWBURY, MASSACHUSETTS STORMWATER MANAGEMENT SYSTEM AND VERNAL POOL PROTECTION

RESPONSIBLE PARTY OR DESIGNEE:

REVIEWING ENGINEER:

ENGINEER SIGNATURE:

DATE:

DATE SUBMITTED TO TOWN:

REPORT SUMMARY

INSPECTION AND REPORTING REQUIREMENTS

This report is intended to fulfill requirements for the Newbury Solar Array, Newbury, Massachusetts Stormwater Management System and Vernal Pool Protection Operations and Maintenance (O&M) Plan. All contracted personnel retained for work on site will be given a copy of this Plan and will receive training applicable practices for maintenance of the stormwater systems and activities covered in this O&M Plan.

Inspections will be reported annually upon the anniversary of the approval of a certificate of occupancy by the Designee. Reports and inspection forms will be reviewed for completeness with the O&M Plan, inspection findings, and corrective measures by a licensed professional engineer. An annual report form is provided in Appendix A of the O&M Plan. Electronic copies will be sent to the Town Planner and Code Enforcement Officer. Electronic copies will be retained by the owner for such a period as may be required by law and be made available to appropriate parties upon request. Separate reports will be provided for events that present a risk to public safety and violations of Open Space Areas. All record keeping required by the O&M Plan will be maintained by the Responsible Parties.

Records will include an inspection and maintenance log to document each inspection and maintenance activity and a cataloging of inspection forms herein. The inspection and maintenance log will include the date on which each inspection or maintenance task was performed, a description of the inspection findings or maintenance completed, and the name of the inspector or maintenance personnel performing the task. In addition, a deicing log will be maintained to track the amount and type of deicing materials applied on roads, if any. Any deficiencies found during inspection will be noted and corrective action undertaken either by the owner if needed, or by a contracted solar system operations and maintenance company as appropriate.

TOWN CONTACTS FOR SUBMITTAL

COMPLETE

Code Enforcement: Sam Joslin, (978) 465-0862 ext. 309

☐

Planning: Martha Taylor, (978) 465-0862 ext. 312		<input type="checkbox"/>
REQUIRED ANNUAL REPORTING ELEMENTS		COMPLETE
1. Infiltration Trenches Inspection and Maintenance Checklist		<input type="checkbox"/>
2. Conservation Area Inspection and Maintenance Checklist		<input type="checkbox"/>
3. Deicing Log		<input type="checkbox"/>
4. Reports for events that present a risk to public safety and violations of Open Space Areas		<input type="checkbox"/>
INSPECTION ITEMS	SATISFACTORY (S) OR UNSATISFACTORY (U)	COMMENTS/ CORRECTIVE ACTION
1. Infiltration Trenches		
2. Conservation Areas		
3. Deicing Log		
4. Reports for events that present a risk to public safety and violations of Open Space Areas		

INSPECTION AND MAINTENANCE GUIDANCE FOR CONSERVATION AREA INSPECTIONS

Regular inspection and maintenance is critical to the health and sustainability of conservation areas. The Responsible Parties must maintain the conservation areas in accordance with the minimum requirements as detailed in Section 3.3 of the O&M Plan. This page provides guidance on maintenance activities that are typically required for conservation areas, along with a suggested frequency for each activity. Individual conservation areas may have more, or less, frequent maintenance needs, depending upon a variety of factors including: the occurrence of large storm events; overly wet or dry (i.e., drought) regional hydrologic conditions; seasonal changes; and traffic conditions.

Activity	Frequency
Inspect perimeter of conservation areas along the property lines of the open space areas and conservation fences to ensure these areas remain undisturbed, with the exception of allowable footpaths and other activities detailed in conservation deed.	Annually
Restricted activities include:	
<ul style="list-style-type: none"> clearing of vegetation 	
<ul style="list-style-type: none"> removal of topsoil 	
<ul style="list-style-type: none"> construction of structures 	
<ul style="list-style-type: none"> dumping of trash 	

CHECKLIST FOR INSPECTION OF CONSERVATION AREAS

Location:

Inspector:

Date:

Time:

Site Conditions:

Date Since Last Rain Event:

Inspection Items	Satisfactory (S) or Unsatisfactory (U)		Comments/Corrective Action
1. Perimeter inspection (annually)			
Conservation fences intact	S	U	
Property border undisturbed	S	U	
2. Inspection for restricted activities (annually)			
Clearing of vegetation	S	U	
Removal of topsoil	S	U	
Construction of structures	S	U	
Dumping of trash and debris	S	U	

Corrective Action Needed	Due Date
1.	
2.	
3.	

INSPECTION AND MAINTENANCE GUIDANCE FOR INFILTRATION TRENCHES

Maintenance of infiltration trenches can typically be performed as part of standard landscaping. Regular inspection and maintenance is critical to the effective operation of infiltration trenches to insure they remain clear of leaves and debris and free draining. This page provides guidance on maintenance activities that are typically required for these systems, along with the suggested frequency for each activity. Individual systems may have more, or less, frequent maintenance needs, depending on a variety of factors including the occurrence of large storm events, overly wet or dry (i.e., drought), regional hydrologic conditions, and the upstream land use.

INSPECTION ACTIVITIES

The most common maintenance activity is the removal of leaves from the system and bypass structure. Visual inspections are routine for system maintenance. This includes looking for standing water, accumulated leaves, holes in the soil media, signs of plant distress, and debris and sediment accumulation in the system.

ACTIVITY	FREQUENCY
A record should be kept of the time for the system to drain completely after a storm event. The system should drain completely within 72 hours.	Every six months and after every major storm
Check to insure the filter surface remains well draining after storm events. Remedy: If filter bed is clogged, draining poorly, or standing water covers more than 15% of the surface 48 hours after a precipitation event, then remove top few inches of discolored material. Till or rake remaining material as needed.	
Check inlets and outlets for leaves and debris. Remedy: Rake in and around the system to clear it of debris. Also, clear the inlet and overflow if obstructed.	
Check for animal burrows and short circuiting in the system. Remedy: Soil erosion from short circuiting or animal boroughs should be repaired when they occur. The holes should be filled and lightly compacted	
Check to insure the filter bed does not contain more than 2 inches accumulated material Remedy: Remove sediment as necessary.	
Inspect inlets and outlets to ensure good condition and no evidence of deterioration. Check to see if high-flow bypass is functioning. Remedy: Repair or replace any damaged structural parts, inlets, outlets, sidewalls.	Every six months
Mow the infiltration trench side slopes and surrounding area. Except during periods of amphibian migration as noted by signage.	Every 6 months or more frequently as needed

CHECKLIST FOR INSPECTION OF INFILTRATION TRENCHES		As needed
Location: Date:		Inspector: Site Conditions: Date Since Last Rain Event:
INSPECTION ITEMS		
1. Initial Inspection After Installation	Satisfactory (S) or Unsatisfactory (U)	Comments/Corrective Action
Surface is at design level, typically 4" below overpass	S U	
Overflow bypass / inlet (if available) is functional	S U	
2. Debris Cleanup (1 time a year)		
Litter, leaves, and dead vegetation removed from the system	S U	
3. Standing Water (1 time a year & after large storm events during first year)		
No evidence of standing water after 72 hours	S U	
4. Short Circuiting & Erosion (1 time a year)		
No evidence of animal burrows or other holes	S U	
No evidence of erosion	S U	
6. Overflow Bypass / Inlet Inspection (1 time a year & after large storm events during first year)		
No evidence of blockage or accumulated leaves	S U	
Good condition, no need for repair	S U	
Corrective Action Needed		Due Date
1.		
2.		
3.		

Appendix B: 2019 Lease Agreement , 2020 Amendment, 2021 Amendment

COVER SHEET

OPTION AND LEASE AGREEMENT

Effective Date	October <u>11</u> , 2019	
Lease Commencement Date	[To be completed on the date the option is exercised]	
Lessor	Ruth A. Yesair	
Lessee	Main Street Newbury Solar 1, LLC	
Property Address	136 North Main Street, Newbury, MA also known as parcels R41-0-42, R41-42A, R42-13 consisting of approximately 87 acres	
Option Payment	\$15,000.00	
First Additional Option Payment	\$2,500.00	
Second Additional Option Payment	\$2,500.00	
Rent	Twelve Thousand Five Hundred Dollars (\$12,500.00) per Megawatt DC per year with a 2% annual escalator	
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	<p><u>Lessee:</u> Main Street Newbury Solar 1, LLC c/o Borrego Solar Systems, Inc. 55 Technology Drive, Suite 102 Lowell, MA 01853 Attn: EVP Project Finance</p> <p><u>With a copy to:</u> Borrego Solar Systems, Inc. 1814 Franklin Street, Suite 700 Oakland, CA 94612 Attn: General Counsel</p> <p><u>With a copy to:</u> legalnotices@borregosolar.com</p>	<p><u>Lessor:</u> Ruth A. Yesair 136 North Main Street Newbury, MA 01922</p> <p><u>With a copy to:</u></p>

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 as the “Currently Owned Property” in the attached **Exhibit A**, and is in the process of acquiring the property more particularly described as the “Future Owned Property” in the attached **Exhibit A** (the Currently Owned Property and the Future Owned Property are together known as 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**”) more particularly described 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 right 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 (540) 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 within thirty (30) days of the end of the then-current Option Term.

(c) Option Payment. Lessee shall pay to Lessor the Option Payment within ten (10) Business Days after the Effective Date of this Agreement, and any Option extension payments are to be paid within thirty (30) days of the end of the then-current Option Term; provided that Lessor, its successors, assigns and/or designee, if any, has submitted to Lessee any documents reasonably required by Lessee in connection with the payment of the Option Payment, including, without limitation, an IRS Form W-9.

(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 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 and/or any surrounding or nearby property owned or leased by Lessor, 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 are necessary, useful or appropriate for the construction and/or operation of the System, Lessor shall fully cooperate in 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. **Rents & Payments.**

(a) **Milestone Payment.** Lessee shall pay to Lessor Seventeen Thousand Five Hundred Dollars (\$17,500) within ten (10) Business Days after the Lease Commencement Date.

(b) **Rent.** Lessee shall pay to Lessor Rent during the period commencing on the Commercial Operation Date and ending on the Expiration Date (the "**Operation Term**"). Rent shall be due annually beginning on the Commercial Operation Date and on every one (1) year anniversary thereof during

the Operation Term. In the event this Agreement is terminated by Lessee in accordance with this Agreement prior to the Expiration Date, pre-paid Rent shall be non-refundable, unless Lessee terminates the Agreement pursuant to Section 18 or Section 22. Each Party, its successors, assigns and/or designee, if any, shall submit to the other Party any documents reasonably required by the other Party in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(c) Late Payments. If any payment is not paid when due under this Agreement, it shall earn interest at the rate of the lesser of (i) one percent (1%) per month (and pro-rated for a partial month) and (ii) the maximum amount allowed by law from the time when the payment was due until the time it is paid.

6. **Term and Termination; Removal.**

(a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be extended, unless otherwise terminated pursuant to this Agreement.

(b) Lessee shall have the right, in its sole discretion, to terminate this Agreement at any time prior to the Commercial Operation Date.

(c) Except in the event of a termination by Lessee for an uncured Event of Default by the Lessor, if this Agreement expires or is terminated, Lessee shall decommission and remove the System and any ancillary structures and repair any damage caused to the Premises by the installation or removal of the System or any ancillary structures ("**System Removal**"). Lessor agrees that Lessee's obligation of System Removal constitutes removal of all above-ground improvements and repair of any damage caused to the Premises by Lessee, but does not include removal of access roads below-ground improvements or an obligation to re-sod or re-vegetate the Premises, grade the Premises or alter the contour of the land. Lessee shall perform System Removal on or before the one hundred eighty (180) days after either the Expiration Date or the date of earlier termination of this Agreement (the "**Removal Date**") at Lessee's sole expense. In connection with the System Removal, Lessor shall continue to provide Lessee and its Affiliates and subcontractors with access to the Premises until the Removal Date. In the event Lessee fails to complete the System Removal by the Removal Date, Lessor may provide notice to Lessee stating that Lessee has failed to complete System Removal (the "**Abandonment Notice**"). If Lessee fails to complete the System Removal within sixty (60) days after receipt of the Abandonment Notice, Lessor shall have the right, at its option, in its sole discretion, to complete System Removal by a qualified licensed contractor, in which case Lessee shall reimburse Lessor for all actual and reasonable costs of such System Removal.

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. 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 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.

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 any Applicable Law, 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. 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 Currently Owned Property, including the Premises that are located on the Currently Owned Property, 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 or other title exceptions 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. Upon acquisition by Lessor of the Future Owned Property, the Future Owned Property shall be subject to all terms and conditions of this Agreement including but not limited to all representations, warranties and covenants of Lessor with respect to the Property and the Premises.

(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 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 lease and the 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.

(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 such obstruction occurs and is not promptly removed following notice of such obstruction, Lessee shall have the right to remove such obstruction 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. 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 at the Property or 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. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest 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. 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 Property 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 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.

15. **Insurance.**

(a) **Generally.** Lessor and Lessee shall each maintain the insurance coverages set forth in **Exhibit D** in full force and effect throughout the Option Term, Lease Term and through the Removal Date through insurance policies, reasonably acceptable to the other Party. Each Party, upon request, but not more than twice in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained.

(b) **Waiver of Subrogation.** Each Party hereby waives any right of recovery against the other for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.

16. **Taxes.**

(a) **Lessor Taxes.** Lessor shall pay, when due, all (i) taxes, assessments or other impositions which may be levied, assessed or imposed upon or with respect to the Property ("***Taxes and Assessments***"), including any annual increases thereon and any increases due to a change in ownership of the Property, except those that are specifically described as the responsibility of Lessee below. For the avoidance of doubt, any increase in Taxes and Assessments due to a reassessment of the land value of the Property, an assessment based on the rental value of the Property, and/or increase in Taxes and Assessments due to the removal of an agricultural or other exemption on the Property, shall be the responsibility of the Lessor. Lessor also shall pay (i) any transfer or conveyance tax, (ii) any inheritance or estate taxes imposed upon or assessed against the Property, or any part thereof or interest therein, and (iii) income and other taxes computed upon the basis of the rental payments paid under this Agreement.

(b) **Lessee Taxes.** Lessee shall pay, when due, any personal property taxes, license or use fees, excises, assessments, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any taxing jurisdiction upon the System ("***Personal Property Taxes***"). Lessee also shall pay, when due, any increase in Taxes and Assessments accruing during the Lease Term directly resulting from the presence of the System on the Premises. ("***Lessee Real Property Taxes***"). In addition, Lessee shall pay any roll back or recapture tax associated with the removal of any tax exemption on the Premises due to siting the System on the Premises ("***Roll Back Taxes***"). Lessee also shall pay any sales or income taxes assessed on energy generated and/or stored or environmental attributes attributed to the System ("***Sales Tax***" and together with Personal Property Taxes, Lessee Real Property Taxes, and Roll

Back Taxes, "*Lessee Taxes*"). For the avoidance of doubt, Lessee Real Property Taxes, shall not include any increase in Taxes and Assessments resulting from the loss or removal of any tax exemption on the Property (other than Roll Back Taxes), any increase in the assessed value of the land portion of the Property as distinct from the improvements comprising the System and any ancillary improvements in connection with the System.

(c) Tax Administration. Lessee is hereby authorized to request that the applicable taxing jurisdiction provide a separate property identification number for the System and provide a separate bill to the Lessee for the System. To the extent the applicable taxing authority provides a separate tax bill for the Lessee Taxes to Lessee, Lessee will pay such Lessee Taxes directly to the applicable taxing authorities prior to the date such Lessee Taxes become delinquent. If a separate tax bill for the Lessee Taxes is not provided to Lessee, Lessee shall pay the Lessee Taxes within thirty (30) days following receipt of written demand from Lessor of the amount of the Lessee Taxes with a copy of the applicable tax bill. In the event that Lessor fails to pay any such taxes or other fees and assessments for which it is responsible under this Agreement, Lessee shall have the right, but not the obligation, to pay such owed amounts (including any late fees and interest) and deduct them from Rent amounts due under this Agreement. If Lessor receives notice of any new Lessee Taxes, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such Lessee Taxes, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the Lessee Taxes and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 16.

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.

(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 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, Lessor 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 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.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles.

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 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.

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. 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 (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. **Notice of Lease.** Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises. A Notice of Lease in substantially the form attached hereto as **Exhibit E** shall be recorded in the office 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

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

LESSOR:

RUTH A. YESAIR

Ruth A. Yesair
Ruth A. Yesair

LESSEE:

MAIN STREET NEWBURY SOLAR 1, LLC
a Delaware limited liability company

BY: 1115 SOLAR DEVELOPMENT, LLC
its sole member and manager

By: Brendan Neagle
Name: BRENDAN NEAGLE
Title: VP PROJECT FINANCE

EXHIBIT A

DESCRIPTION OF PROPERTY

Currently Owned Property

OWNER: Ruth A. Yesair, by virtue of a deed from David W. Yesair to David W. Yesair and Ruth A. Yesair, husband and wife as joint tenants, dated May 31, 1989, recorded with said Deeds, Book 10042, Page 567, and by virtue of a deed from Nancy P. Avery, Trustee of the David W. Yesair Indenture of Trust, dated June 25, 2013, recorded with said Deeds, Book 32639, Page 501.

DESCRIPTION: Newbury Assessor's Parcels R41-0-42, R41-42A and R42-13 containing 82.95 acres. A portion of the above described parcel is shown on a plan entitled "Plan of Land in Newbury (Byfield), MA for David W. and Ruth A. Yesair", dated April 18, 1989, recorded with said Deeds, Plan Book 253, Plan 27.

Future Owned Property

The Future Owned Property will be a portion of the following land:

OWNER: Kavy N. Yesair and Kelly Yesair, as Joint Tenants as to an undivided 50% interest as Tenant in Common with Karen B. Yesair, Kavy N. Yesair and Kelly Yesair, as Trustees of the Yesair Family Trust u/d/t dated August 20, 2007, as evidenced by a Trustee's Certificate, dated August 22, 2007, recorded with said Deeds, Book 27173, Page 566, by virtue of a Deed from Kavy N. Yesair, et ux, dated February 22, 2011, recorded with said Deeds, Book 30345, Page 143

.DESCRIPTION: Parcel containing 3.52 acres shown on a plan entitled "Plan of Land in Byfield, MA, Essex County, for David Yesair", dated December 4, 1995, by W.C. Cammett Engineering, Inc., recorded with said Deeds, Plan Book 304, Plan No. 66. Locus is Assessor's Parcel No. R-41-42B.

EXHIBIT B

DESCRIPTION OF PREMISES

LEASE AREA

A Lease Area located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of Ruth A. Yesair (Deed Book 10042 Page 567 and Deed Book 32639 Page 501, Tax Parcels R41-0-42 & R42-13), bounded and described as follows:

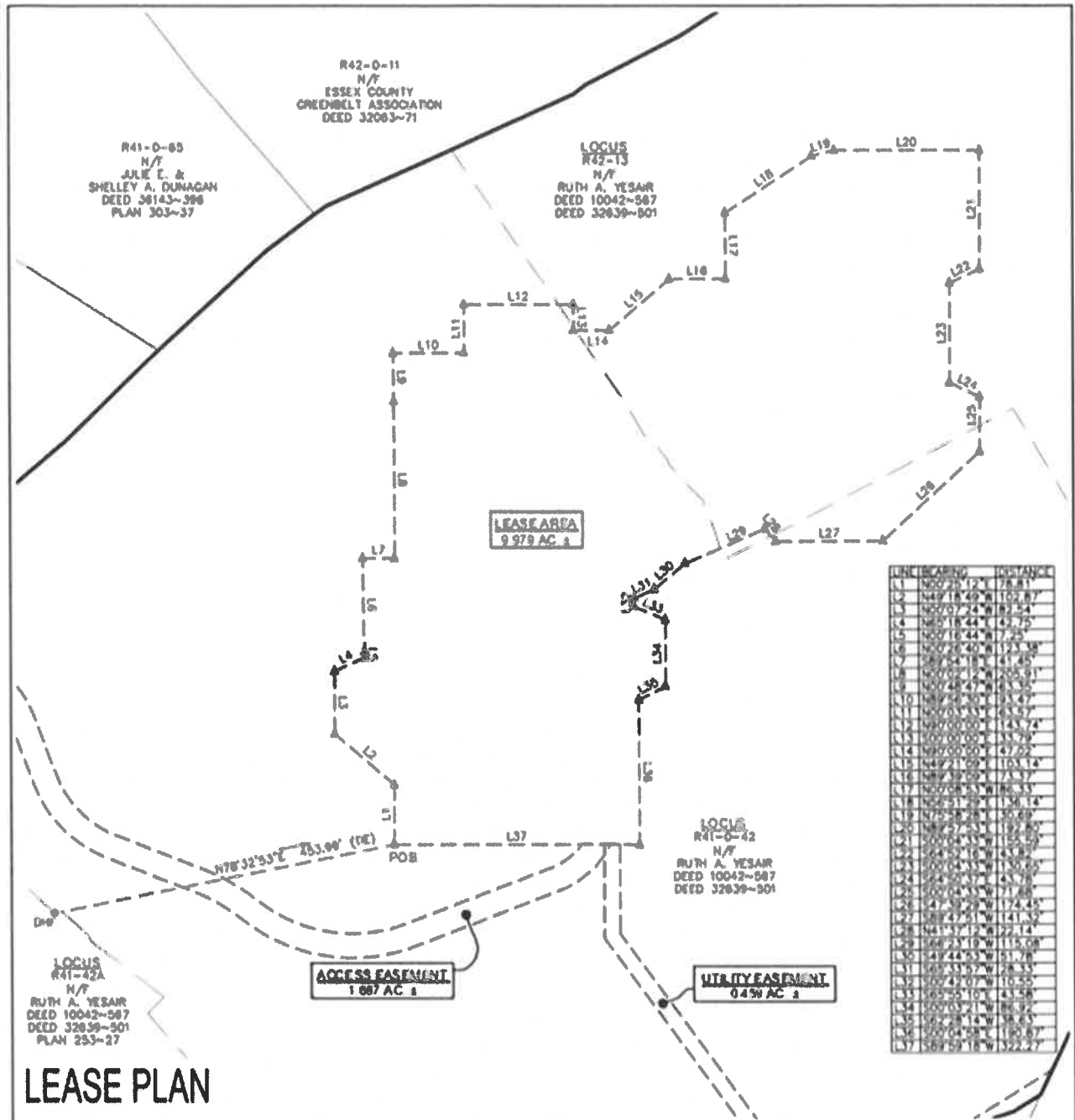
Beginning at the southwesterly corner of the Lease Area herein described, said point being located N78°32'53"E a distance of 453.99' from a drill hole found in the easterly line of other land of Ruth A. Yessair (Deed Book 10042 Page 567 and Deed Book 32639 Page 501, Tax Parcel R41-42A), thence;

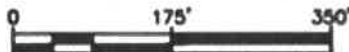

N 00°25'12" E a distance of 78.81' to a point, thence;
N 49°18'49" W a distance of 102.87' to a point, thence;
N 00°07'24" W a distance of 82.54' to a point, thence;
N 65°18'44" E a distance of 42.75' to a point, thence;
N 00°16'44" W a distance of 7.25' to a point, thence;
N 00°26'40" W a distance of 123.38' to a point, thence;
S 89°54'18" E a distance of 41.45' to a point, thence;
N 00°02'12" W a distance of 205.91' to a point, thence;
N 00°48'47" W a distance of 63.35' to a point, thence;
N 89°56'30" E a distance of 93.47' to a point, thence;
N 00°03'33" E a distance of 63.57' to a point, thence;
N 90°00'00" E a distance of 143.74' to a point, thence;
S 00°00'00" E a distance of 33.79' to a point, thence;
N 90°00'00" E a distance of 47.02' to a point, thence;
N 49°21'09" E a distance of 103.14' to a point, thence;
N 89°39'09" E a distance of 73.37' to a point, thence;
N 00°08'53" W a distance of 86.33' to a point, thence;
N 56°51'29" E a distance of 136.14' to a point, thence;
N 75°58'28" E a distance of 30.69' to a point, thence;
N 89°57'53" E a distance of 192.80' to a point, thence;
S 00°04'33" W a distance of 155.59' to a point, thence;
S 64°52'16" W a distance of 43.82' to a point, thence;
S 00°04'33" W a distance of 130.65' to a point, thence;
S 64°50'37" E a distance of 43.78' to a point, thence;
S 00°04'33" W a distance of 71.68' to a point, thence;
S 47°39'29" W a distance of 174.45' to a point, thence;
S 89°47'51" W a distance of 141.32' to a point, thence;
N 41°37'12" W a distance of 22.14' to a point, thence;
S 66°23'19" W a distance of 115.08' to a point, thence;
S 49°44'53" W a distance of 51.78' to a point, thence;
S 65°33'57" W a distance of 28.33' to a point, thence;
S 00°42'07" W a distance of 10.55' to a point, thence;

S 65°55'10" E a distance of 43.58' to a point, thence;
S 00°03'21" W a distance of 86.92' to a point, thence;
S 62°28'14" W a distance of 38.63' to a point, thence;
S 00°04'58" E a distance of 190.87' to a point, thence;
S 89°59'18" W a distance of 322.27' to the point of beginning.

Having an area of 434,670 square feet or 9.979 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



				136 MAIN STREET NEWBURY, MA		
SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED @ 1/2" X 11"						
REV	DATE	DRAWN	CHECKED	RELEASE LEVEL		BORRERO SOLAR 50 TECHNOLOGY DRIVE, SUITE 102 LOWELL, MA 01851 (800) 898-6273
0	9/12/19	JDG	BCF	SUBMISSION TO CLIENT		
						LEASE PLAN

ACCESS EASEMENT

An Access Easement located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being portions of land of Ruth A. Yesair (Deed Book 10042 Page 567 and Deed Book 32639 Page 501, Tax Parcels R41-42A & R41-0-42) and land of Yessair Family Trust (Deed Book 30345 Page 143), bounded and described as follows:

Beginning at a point on the easterly sideline of Main Street, said point being located N46°15'19"W a distance of 458.74' from a drill hole found in the northeasterly line of land of Richard J. Clemenzi (Deed Book 7045 Page 384, Tax parcel R41-42B), thence;

N 08°51'09" E a distance of 37.18' along the easterly sideline of Main Street to a point, thence;

S 71°34'56" E a distance of 14.17' to a point, thence;

S 74°43'10" E a distance of 40.28' to a point, thence;

S 77°13'17" E a distance of 57.36' to a point, thence;

S 77°50'18" E a distance of 32.48' to a point, thence;

S 73°58'20" E a distance of 26.49' to a point, thence;

S 68°34'31" E a distance of 26.67' to a point, thence;

S 58°50'14" E a distance of 28.89' to a point, thence;

S 54°03'49" E a distance of 20.88' to a point, thence;

S 44°08'35" E a distance of 29.71' to a point, thence;

S 41°07'10" E a distance of 38.94' to a point, thence;

S 42°17'45" E a distance of 32.93' to a point, thence;

S 34°31'40" E a distance of 56.91' to a point, thence;

S 35°26'28" E a distance of 55.07' to a point, thence;

S 35°19'05" E a distance of 59.46' to a point, thence;

S 30°09'41" E a distance of 2.76' to a point, thence;

Along a non-tangent curve to the left with an arc length of 6.49', with a radius of 16.00', with a chord bearing of N 55°14'11" E, with a chord length of 6.45' to a point, thence;

N 43°36'44" E a distance of 14.64' to a point, thence;

Along a curve to the left with an arc length of 39.69', with a radius of 84.00', with a chord bearing of N 30°04'40" E, with a chord length of 39.32' to a point, thence;

N 16°32'36" E a distance of 188.06' to a point, thence;

Along a curve to the left with an arc length of 19.40', with a radius of 234.00', with a chord bearing of N 14°10'07" E, with a chord length of 19.39' to a point, thence;

N 11°47'38" E a distance of 126.65' to a point, thence;

Along a curve to the right with an arc length of 142.56', with a radius of 116.00', with a chord bearing of N 47°00'07" E, with a chord length of 133.76' to a point, thence;

N 82°12'37" E a distance of 145.43' to a point, thence;

Along a curve to the right with an arc length of 156.13', with a radius of 116.00', with a chord bearing of S 59°13'56" E, with a chord length of 144.61' to a point, thence;

S 20°40'28" E a distance of 89.02' to a point, thence;

Along a curve to the left with an arc length of 112.32', with a radius of 134.00', with a chord bearing of S 44°41'17" E, with a chord length of 109.06' to a point, thence;

S 68°44'53" E a distance of 52.85' to a point, thence;

S 68°37'17" E a distance of 30.31' to a point, thence;

S 68°42'07" E a distance of 39.28' to a point, thence;

Along a curve to the right with an arc length of 84.66', with a radius of 266.00', with a chord bearing of S 59°35'05" E, with a chord length of 84.30' to a point, thence;

Along a reverse curve to the left with an arc length of 208.23', with a radius of 196.97', with a chord bearing of S 81°53'31" E, with a chord length of 198.66' to a point, thence;

N 68°55'11" E a distance of 201.11' to a point, thence;
 Along a curve to the left with an arc length of 50.85', with a radius of 90.00', with a chord bearing of N 52°43'58" E, with a chord length of 50.18' to a point, thence;
 N 89°59'18" E a distance of 37.30' to a point, thence;
 Along a non-tangent curve to the right with an arc length of 91.27', with a radius of 122.00', with a chord bearing of S 47°29'12" W, with a chord length of 89.16' to a point, thence;
 S 68°55'11" W a distance of 200.82' to a point, thence;
 Along a non-tangent curve to the right with an arc length of 242.08', with a radius of 228.97', with a chord bearing of N 81°48'35" W, with a chord length of 230.96' to a point, thence;
 Along a reverse curve to the left with an arc length of 74.77', with a radius of 234.00', with a chord bearing of N 59°32'54" W, with a chord length of 74.45' to a point, thence;
 N 68°42'07" W a distance of 39.28' to a point, thence;
 N 68°42'07" W a distance of 30.29' to a point, thence;
 N 68°42'07" W a distance of 52.87' to a point, thence;
 Along a curve to the right with an arc length of 139.15', with a radius of 166.00', with a chord bearing of N 44°41'17" W, with a chord length of 135.11' to a point, thence;
 N 20°40'28" W a distance of 89.02' to a point, thence;
 Along a curve to the left with an arc length of 113.06', with a radius of 84.00', with a chord bearing of N 59°13'56" W, with a chord length of 104.71' to a point, thence;
 S 82°12'37" W a distance of 145.43' to a point, thence;
 Along a curve to the left with an arc length of 103.24', with a radius of 84.00', with a chord bearing of S 47°00'07" W, with a chord length of 96.86' to a point, thence;
 S 11°47'38" W a distance of 126.65' to a point, thence;
 Along a curve to the right with an arc length of 22.05', with a radius of 266.00', with a chord bearing of S 14°10'07" W, with a chord length of 22.04' to a point, thence;
 S 16°32'36" W a distance of 188.06' to a point, thence;
 Along a curve to the right with an arc length of 54.80', with a radius of 116.00', with a chord bearing of S 30°04'40" W, with a chord length of 54.30' to a point, thence;
 S 43°36'44" W a distance of 68.89' to a point, thence;
 N 31°37'40" W a distance of 39.75' to a point, thence;
 N 31°22'56" W a distance of 65.31' to a point, thence;
 N 36°33'01" W a distance of 67.88' to a point, thence;
 N 35°01'38" W a distance of 41.35' to a point, thence;
 N 36°24'19" W a distance of 23.82' to a point, thence;
 N 37°35'32" W a distance of 32.97' to a point, thence;
 N 41°39'23" W a distance of 35.44' to a point, thence;
 N 53°16'38" W a distance of 22.85' to a point, thence;
 N 62°12'55" W a distance of 18.55' to a point, thence;
 N 69°34'22" W a distance of 36.57' to a point, thence;
 N 75°15'18" W a distance of 26.35' to a point, thence;
 N 76°37'05" W a distance of 39.29' to a point, thence;
 N 75°45'38" W a distance of 39.18' to a point, thence;
 N 80°04'49" W a distance of 24.06' to a point, thence;
 N 82°40'17" W a distance of 20.17' to a point, thence;
 N 85°14'25" W a distance of 5.90' to the point of beginning.

Having an area of 73,502 square feet or 1.687 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]

UTILITY EASEMENT

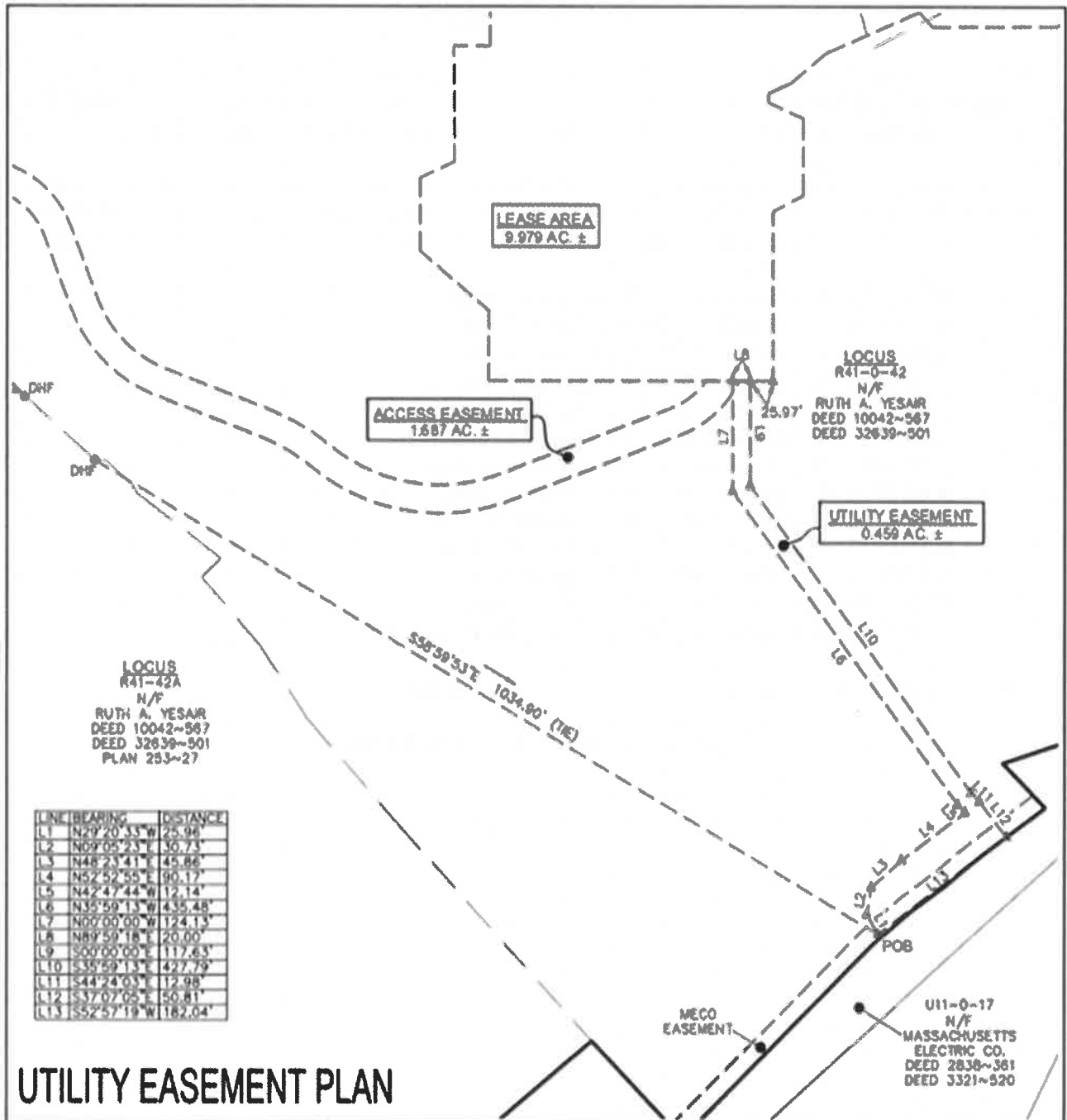
A Utility Easement located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of Ruth A. Yesair (Deed Book 10042 Page 567 and Deed Book 32639 Page 501, Tax Parcel R41-0-42), bounded and described as follows:

Beginning at the southwesterly corner of the Utility Easement herein described, said point being located S58°59'53"E a distance of 1034.90' from a drill hole found in the easterly line of other land of Ruth A. Yessair (Deed Book 10042 Page 567 and Deed Book 32639 Page 501, Tax Parcel R41-42A), thence;

N 29°20'33" W a distance of 25.96' to a point, thence;
N 09°05'23" E a distance of 30.73' to a point, thence;
N 48°23'41" E a distance of 45.86' to a point, thence;
N 52°52'55" E a distance of 90.17' to a point, thence;
N 42°47'44" W a distance of 12.14' to a point, thence;
N 35°59'13" W a distance of 435.48' to a point, thence;
N 00°00'00" W a distance of 124.13' to a point, thence;
N 89°59'18" E a distance of 20.00' to a point, thence;
S 00°00'00" E a distance of 117.63' to a point, thence;
S 35°59'13" E a distance of 427.79' to a point, thence;
S 44°24'03" E a distance of 12.98' to a point, thence;
S 37°07'05" E a distance of 50.81' to a point, thence;
S 52°57'19" W a distance of 182.04' to the point of beginning.

Having an area of 20,002 square feet or 0.459 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



UTILITY EASEMENT PLAN

		136 MAIN STREET NEWBURY, MA				
SCALES SHOWN ON DRAWINGS ARE VALID ONLY WHEN PLOTTED @ 1/2" X 11"						
REV	DATE	DRAWN	CHECKED	RELEASE LEVEL	BORREGO SOLAR 55 TECHNOLOGY DRIVE, SUITE 102 LOWELL, MA 01851 (978) 888-8273	UTILITY EASEMENT PLAN
0	9/12/19	JOG	BCF	SUBMISSION TO CLIENT		

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.

“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.

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

EXHIBIT D

INSURANCE

The Parties shall maintain the following insurance coverages in full force and effect throughout the Option Term and Lease Term:

Lessor: Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence.

Lessee: (i) Workers' Compensation at statutory limits and Employer's Liability Coverage of at least \$1,000,000.00 per occurrence, (ii) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence, and (iii) Automobile Liability Coverage of at least \$1,000,000.00 per occurrence for bodily injury and property damage. For any claims resulting from the operation, maintenance and repair of the System, Lessee's insurance coverage shall be primary. Subject to the mutual waivers granted in Section 15 of this Agreement, any insurance maintained by Lessor shall be in excess of Lessee's insurance and shall not contribute with it.

EXHIBIT E

NOTICE OF LEASE

[See attached]

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, notice is hereby given of the Option and Lease Agreement dated October ____, 2019 (the "*Lease*").

LESSOR: Ruth A. Yesair

LESSEE: Main Street Newbury Solar 1, LLC, a Delaware limited liability company.

DESCRIPTION OF PREMISES: The Premises consists of approximately 9.979 acres located at the Property owned by Lessor and commonly known as 136 North Main Street, Newbury, MA also known as parcels R41-0-42, R41-42A, R42-13 consisting of approximately 87 acres. 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 May 31, 1989 and recorded at the Essex County (Southern District) Registry of Deeds at Book 10042, Page 567, and dated June 25, 2013 and recorded with said Deeds at Book 32639, Page 501 and dated ____, 2019 and recorded with said Deeds at Book ____, Page ____.

OPTION COMMENCEMENT DATE: October ____, 2019

LEASE COMMENCEMENT DATE: The date Lessee exercises the Option.

TERM OF OPTION: Five Hundred Forty (540) 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.

EASEMENTS:

The Easements are more particularly described in Exhibit A attached hereto. The term of the 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Notice of Lease as of 10-8-19, 2019.

LESSOR:

RUTH A. YESAIR

Ruth A. Yesair
Ruth A. Yesair

LESSEE:

MAIN STREET NEWBURY SOLAR 1, LLC,
a Delaware limited liability company

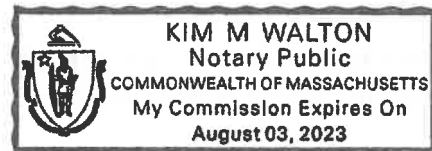
By: **1115 SOLAR DEVELOPMENT, LLC,**
its sole member and manager

By: _____
Name: Brendan Neagle
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF Essex)

On this 8 day of Oct, 2019, before me, the undersigned notary public, personally appeared Ruth Yesci (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.

Kim M. Walton
Notary Public
Print Name Kim M Walton
My commission expires 8/3/23



COMMONWEALTH OF MASSACHUSETTS)
) 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
to
Memorandum of Option and Lease

PREMISES LEGAL DESCRIPTION

LEASE AREA

A Lease Area located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of Ruth A. Yesair (Deed Book 10042 Page 567 and Deed Book 32639 Page 501, Tax Parcels R41-0-42 & R42-13), bounded and described as follows:

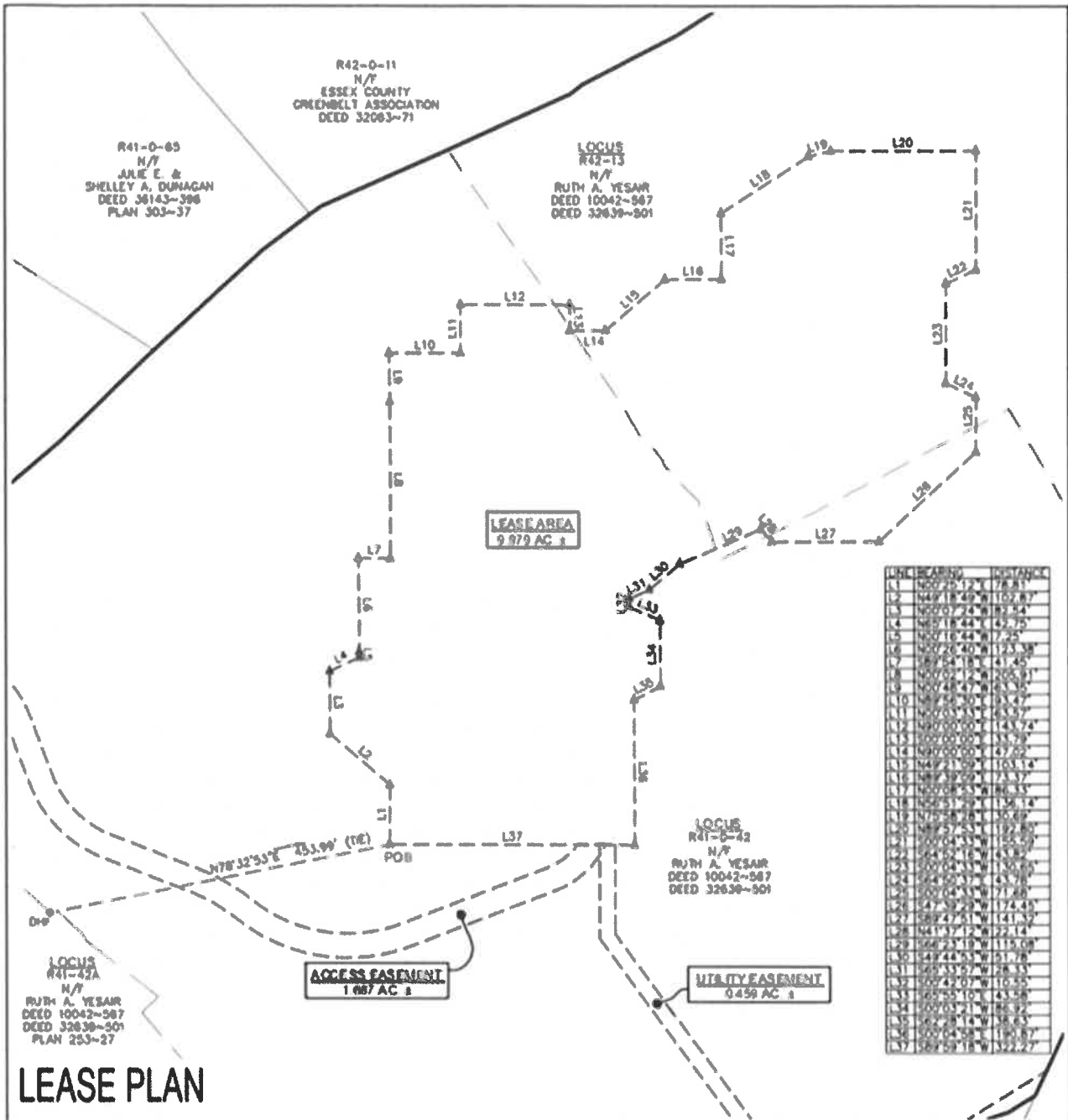
Beginning at the southwesterly corner of the Lease Area herein described, said point being located N78°32'53"E a distance of 453.99' from a drill hole found in the easterly line of other land of Ruth A. Yessair (Deed Book 10042 Page 567 and Deed Book 32639 Page 501, Tax Parcel R41-42A), thence;



N 00°25'12" E a distance of 78.81' to a point, thence;
N 49°18'49" W a distance of 102.87' to a point, thence;
N 00°07'24" W a distance of 82.54' to a point, thence;
N 65°18'44" E a distance of 42.75' to a point, thence;
N 00°16'44" W a distance of 7.25' to a point, thence;
N 00°26'40" W a distance of 123.38' to a point, thence;
S 89°54'18" E a distance of 41.45' to a point, thence;
N 00°02'12" W a distance of 205.91' to a point, thence;
N 00°48'47" W a distance of 63.35' to a point, thence;
N 89°56'30" E a distance of 93.47' to a point, thence;
N 00°03'33" E a distance of 63.57' to a point, thence;
N 90°00'00" E a distance of 143.74' to a point, thence;
S 00°00'00" E a distance of 33.79' to a point, thence;
N 90°00'00" E a distance of 47.02' to a point, thence;
N 49°21'09" E a distance of 103.14' to a point, thence;
N 89°39'09" E a distance of 73.37' to a point, thence;
N 00°08'53" W a distance of 86.33' to a point, thence;
N 56°51'29" E a distance of 136.14' to a point, thence;
N 75°58'28" E a distance of 30.69' to a point, thence;
N 89°57'53" E a distance of 192.80' to a point, thence;
S 00°04'33" W a distance of 155.59' to a point, thence;
S 64°52'16" W a distance of 43.82' to a point, thence;
S 00°04'33" W a distance of 130.65' to a point, thence;
S 64°50'37" E a distance of 43.78' to a point, thence;
S 00°04'33" W a distance of 71.68' to a point, thence;
S 47°39'29" W a distance of 174.45' to a point, thence;
S 89°47'51" W a distance of 141.32' to a point, thence;
N 41°37'12" W a distance of 22.14' to a point, thence;
S 66°23'19" W a distance of 115.08' to a point, thence;
S 49°44'53" W a distance of 51.78' to a point, thence;
S 65°33'57" W a distance of 28.33' to a point, thence;
S 00°42'07" W a distance of 10.55' to a point, thence;
S 65°55'10" E a distance of 43.58' to a point, thence;

S 00°03'21" W a distance of 86.92' to a point, thence;
S 62°28'14" W a distance of 38.63' to a point, thence;
S 00°04'58" E a distance of 190.87' to a point, thence;
S 89°59'18" W a distance of 322.27' to the point of beginning.

Having an area of 434,670 square feet or 9.979 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



				<div>136 MAIN STREET NEWBURY, MA</div> 	
SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED @ 1/2" X 11"					
REV	DATE	DRAWN	CHECKED	RELEASE LEVEL	<div>BORREGO SOLAR 50 TECHNOLOGY DRIVE, SUITE 102 LOWELL, MA 01851 (800) 898-6273</div> <div>LEASE PLAN</div>
0	9/12/19	JDG	BCF	SUBMISSION TO CLIENT	

ACCESS EASEMENT

An Access Easement located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being portions of land of Ruth A. Yesair (Deed Book 10042 Page 567 and Deed Book 32639 Page 501, Tax Parcels R41-42A & R41-0-42) and land of Yessair Family Trust (Deed Book 30345 Page 143), bounded and described as follows:

Beginning at a point on the easterly sideline of Main Street, said point being located N46°15'19"W a distance of 458.74' from a drill hole found in the northeasterly line of land of Richard J. Clemenzi (Deed Book 7045 Page 384, Tax parcel R41-42B), thence;

N 08°51'09" E a distance of 37.18' along the easterly sideline of Main Street to a point, thence;
S 71°34'56" E a distance of 14.17' to a point, thence;
S 74°43'10" E a distance of 40.28' to a point, thence;
S 77°13'17" E a distance of 57.36' to a point, thence;
S 77°50'18" E a distance of 32.48' to a point, thence;
S 73°58'20" E a distance of 26.49' to a point, thence;
S 68°34'31" E a distance of 26.67' to a point, thence;
S 58°50'14" E a distance of 28.89' to a point, thence;
S 54°03'49" E a distance of 20.88' to a point, thence;
S 44°08'35" E a distance of 29.71' to a point, thence;
S 41°07'10" E a distance of 38.94' to a point, thence;
S 42°17'45" E a distance of 32.93' to a point, thence;
S 34°31'40" E a distance of 56.91' to a point, thence;
S 35°26'28" E a distance of 55.07' to a point, thence;
S 35°19'05" E a distance of 59.46' to a point, thence;
S 30°09'41" E a distance of 2.76' to a point, thence;
Along a non-tangent curve to the left with an arc length of 6.49', with a radius of 16.00', with a chord bearing of N 55°14'11" E, with a chord length of 6.45' to a point, thence;
N 43°36'44" E a distance of 14.64' to a point, thence;
Along a curve to the left with an arc length of 39.69', with a radius of 84.00', with a chord bearing of N 30°04'40" E, with a chord length of 39.32' to a point, thence;
N 16°32'36" E a distance of 188.06' to a point, thence;
Along a curve to the left with an arc length of 19.40', with a radius of 234.00', with a chord bearing of N 14°10'07" E, with a chord length of 19.39' to a point, thence;
N 11°47'38" E a distance of 126.65' to a point, thence;
Along a curve to the right with an arc length of 142.56', with a radius of 116.00', with a chord bearing of N 47°00'07" E, with a chord length of 133.76' to a point, thence;
N 82°12'37" E a distance of 145.43' to a point, thence;
Along a curve to the right with an arc length of 156.13', with a radius of 116.00', with a chord bearing of S 59°13'56" E, with a chord length of 144.61' to a point, thence;
S 20°40'28" E a distance of 89.02' to a point, thence;
Along a curve to the left with an arc length of 112.32', with a radius of 134.00', with a chord bearing of S 44°41'17" E, with a chord length of 109.06' to a point, thence;
S 68°44'53" E a distance of 52.85' to a point, thence;
S 68°37'17" E a distance of 30.31' to a point, thence;
S 68°42'07" E a distance of 39.28' to a point, thence;
Along a curve to the right with an arc length of 84.66', with a radius of 266.00', with a chord bearing of S 59°35'05" E, with a chord length of 84.30' to a point, thence;
Along a reverse curve to the left with an arc length of 208.23', with a radius of 196.97', with a chord bearing of S 81°53'31" E, with a chord length of 198.66' to a point, thence;

N 68°55'11" E a distance of 201.11' to a point, thence;
 Along a curve to the left with an arc length of 50.85', with a radius of 90.00', with a chord bearing of N 52°43'58" E, with a chord length of 50.18' to a point, thence;
 N 89°59'18" E a distance of 37.30' to a point, thence;
 Along a non-tangent curve to the right with an arc length of 91.27', with a radius of 122.00', with a chord bearing of S 47°29'12" W, with a chord length of 89.16' to a point, thence;
 S 68°55'11" W a distance of 200.82' to a point, thence;
 Along a non-tangent curve to the right with an arc length of 242.08', with a radius of 228.97', with a chord bearing of N 81°48'35" W, with a chord length of 230.96' to a point, thence;
 Along a reverse curve to the left with an arc length of 74.77', with a radius of 234.00', with a chord bearing of N 59°32'54" W, with a chord length of 74.45' to a point, thence;
 N 68°42'07" W a distance of 39.28' to a point, thence;
 N 68°42'07" W a distance of 30.29' to a point, thence;
 N 68°42'07" W a distance of 52.87' to a point, thence;
 Along a curve to the right with an arc length of 139.15', with a radius of 166.00', with a chord bearing of N 44°41'17" W, with a chord length of 135.11' to a point, thence;
 N 20°40'28" W a distance of 89.02' to a point, thence;
 Along a curve to the left with an arc length of 113.06', with a radius of 84.00', with a chord bearing of N 59°13'56" W, with a chord length of 104.71' to a point, thence;
 S 82°12'37" W a distance of 145.43' to a point, thence;
 Along a curve to the left with an arc length of 103.24', with a radius of 84.00', with a chord bearing of S 47°00'07" W, with a chord length of 96.86' to a point, thence;
 S 11°47'38" W a distance of 126.65' to a point, thence;
 Along a curve to the right with an arc length of 22.05', with a radius of 266.00', with a chord bearing of S 14°10'07" W, with a chord length of 22.04' to a point, thence;
 S 16°32'36" W a distance of 188.06' to a point, thence;
 Along a curve to the right with an arc length of 54.80', with a radius of 116.00', with a chord bearing of S 30°04'40" W, with a chord length of 54.30' to a point, thence;
 S 43°36'44" W a distance of 68.89' to a point, thence;
 N 31°37'40" W a distance of 39.75' to a point, thence;
 N 31°22'56" W a distance of 65.31' to a point, thence;
 N 36°33'01" W a distance of 67.88' to a point, thence;
 N 35°01'38" W a distance of 41.35' to a point, thence;
 N 36°24'19" W a distance of 23.82' to a point, thence;
 N 37°35'32" W a distance of 32.97' to a point, thence;
 N 41°39'23" W a distance of 35.44' to a point, thence;
 N 53°16'38" W a distance of 22.85' to a point, thence;
 N 62°12'55" W a distance of 18.55' to a point, thence;
 N 69°34'22" W a distance of 36.57' to a point, thence;
 N 75°15'18" W a distance of 26.35' to a point, thence;
 N 76°37'05" W a distance of 39.29' to a point, thence;
 N 75°45'38" W a distance of 39.18' to a point, thence;
 N 80°04'49" W a distance of 24.06' to a point, thence;
 N 82°40'17" W a distance of 20.17' to a point, thence;
 N 85°14'25" W a distance of 5.90' to the point of beginning.

Having an area of 73,502 square feet or 1.687 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]

UTILITY EASEMENT

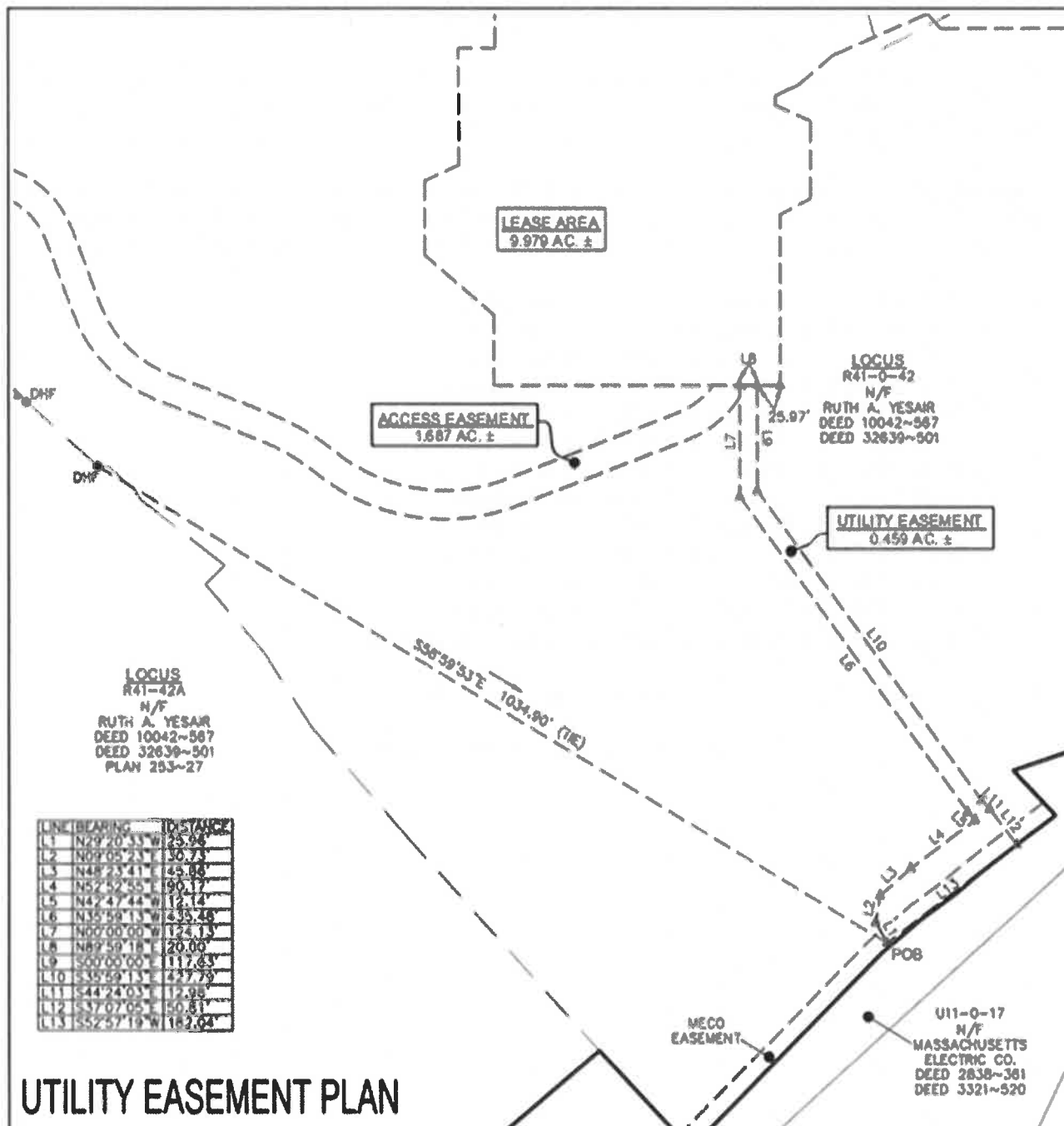
A Utility Easement located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of Ruth A. Yesair (Deed Book 10042 Page 567 and Deed Book 32639 Page 501, Tax Parcel R41-0-42), bounded and described as follows:

Beginning at the southwesterly corner of the Utility Easement herein described, said point being located S58°59'53"E a distance of 1034.90' from a drill hole found in the easterly line of other land of Ruth A. Yessair (Deed Book 10042 Page 567 and Deed Book 32639 Page 501, Tax Parcel R41-42A), thence;

N 29°20'33" W a distance of 25.96' to a point, thence;
N 09°05'23" E a distance of 30.73' to a point, thence;
N 48°23'41" E a distance of 45.86' to a point, thence;
N 52°52'55" E a distance of 90.17' to a point, thence;
N 42°47'44" W a distance of 12.14' to a point, thence;
N 35°59'13" W a distance of 435.48' to a point, thence;
N 00°00'00" W a distance of 124.13' to a point, thence;
N 89°59'18" E a distance of 20.00' to a point, thence;
S 00°00'00" E a distance of 117.63' to a point, thence;
S 35°59'13" E a distance of 427.79' to a point, thence;
S 44°24'03" E a distance of 12.98' to a point, thence;
S 37°07'05" E a distance of 50.81' to a point, thence;
S 52°57'19" W a distance of 182.04' to the point of beginning.

Having an area of 20,002 square feet or 0.459 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



UTILITY EASEMENT PLAN

		136 MAIN STREET NEWBURY, MA				
SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED @ 1/2" X 11"						
REV	DATE	DRAWN	CHECKED	RELEASE LEVEL	BORREGO SOLAR 55 TECHNOLOGY DRIVE, SUITE 102 LOWELL, MA 01851 (978) 888-6273	UTILITY EASEMENT PLAN
0	9/12/19	JDG	BCF	SUBMISSION TO CLIENT		

EXHIBIT F

9/12/2019

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 136 North Main Street, Newbury.

Sincerely,

Ruth A. Yesair

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 _____, 201_ (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 _____, 201_ 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 Commonwealth of Massachusetts, 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:

By: _____
Name: Dwight A. Yogan
Title: owner

LESSEE:

_____, **LLC**,
a Delaware limited liability company

By: **1115 Solar Development, LLC**
its sole member and manager

By: _____
Name: _____
Title: _____

SCHEDULE 1

EXHIBIT B

DESCRIPTION OF PREMISES

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("*Amendment*") is made and entered into as of March 10, 2020 ("*Amendment Effective Date*") between RUTH A. YESAIR, individually and as Trustee of the RUTH A. YESAIR TRUST, u/d/t dated June 27, 2013 ("*Lessor*") and MAIN STREET NEWBURY SOLAR 1, LLC, a Delaware limited liability company (the "*Lessee*").

RECITALS

WHEREAS, Ruth A. Yesair, individually, and Lessee are parties to that certain Option and Lease Agreement, dated effective October 11, 2019 ("*Lease*") with respect to the Property more commonly known as 136 North Main Street, Newbury, MA.

WHEREAS, Ruth A. Yesair transferred a portion of the Property to the Ruth A. Yesair Trust u/d/t dated June 27, 2013.

WHEREAS, Lessee has completed its System design and site survey and the parties now seek to amend Exhibit B to include 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. **Lessor.** RUTH A. YESAIR, Trustee of the RUTH A. YESAIR TRUST, u/d/t dated June 27, 2013 is hereby added as a Lessor to the Lease and joins in the Lease and represents and warrants that all representations and warranties made in the Lease are true and correct as of the Amendment Effective Date as to the Ruth A. Yesair Trust.

3. **Recital A.** Recital A of the Lease is hereby deleted in its entirety and replaced with the following language:

"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*")."

4. **Title to the Premises.** Section 13(b) is hereby deleted in its entirety and replaced with the following language:

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 or other title exceptions 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.

5. **Property Exhibit.** Exhibit A of the Lease is hereby deleted in its entirety and replaced with Exhibit A attached hereto. All references in the Lease, as amended herein, to the Property or Exhibit A are hereby deemed to refer to Exhibit A attached hereto.

6. **Premises Exhibit.** Exhibit B of the Lease is hereby deleted in its entirety and replaced with Exhibit B attached hereto. All references in the Lease, as amended herein, to the Premises or Exhibit B are hereby deemed to refer to the Exhibit B attached hereto.

7. **Notice of Lease.** Concurrently with the execution of this Amendment, the parties hereto shall execute and cause to be recorded in the Essex County (Southern District) Registry of Deeds a Notice of Lease, substantially in the form attached hereto as Exhibit C.

8. **Ratification; Full Force and Effect.** As amended herein, the Lease is hereby ratified, confirmed and approved in all respects.


9. **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.

10. **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 Commonwealth of Massachusetts, 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.

[signature page follows]

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

LESSOR:




**RUTH A. YESAIR, individually and as
Trustee of the RUTH A. YESAIR TRUST,
u/d/t dated June 27, 2013**

LESSEE:

**MAIN STREET NEWBURY SOLAR 1, LLC
a Delaware limited liability company**

**BY: 1115 SOLAR DEVELOPMENT, LLC
its sole member and manager**

By: 

**Brendan Neagle
VP of Project Finance**

EXHIBIT A

DESCRIPTION OF PROPERTY

OWNER: Ruth A. Yesair, as Trustee of the Ruth A. Yesair Trust, u/d/t dated June 27, 2013, by virtue of a deed recorded in the Essex County (Southern District) Registry of Deeds at Book 38304, Page 458 as to Lot 2 shown on Plan Book 475, Plan No. 79.

Ruth A. Yesair, by virtue of deeds recorded in the Essex County (Southern District) Registry of Deeds at Book 10042, Page 567, and Book 32639, Page 501 as to Lot 3 shown on Plan Book 475, Plan No. 79.

EXHIBIT B

DESCRIPTION OF PREMISES

LEASE AREA

A Lease Area located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:

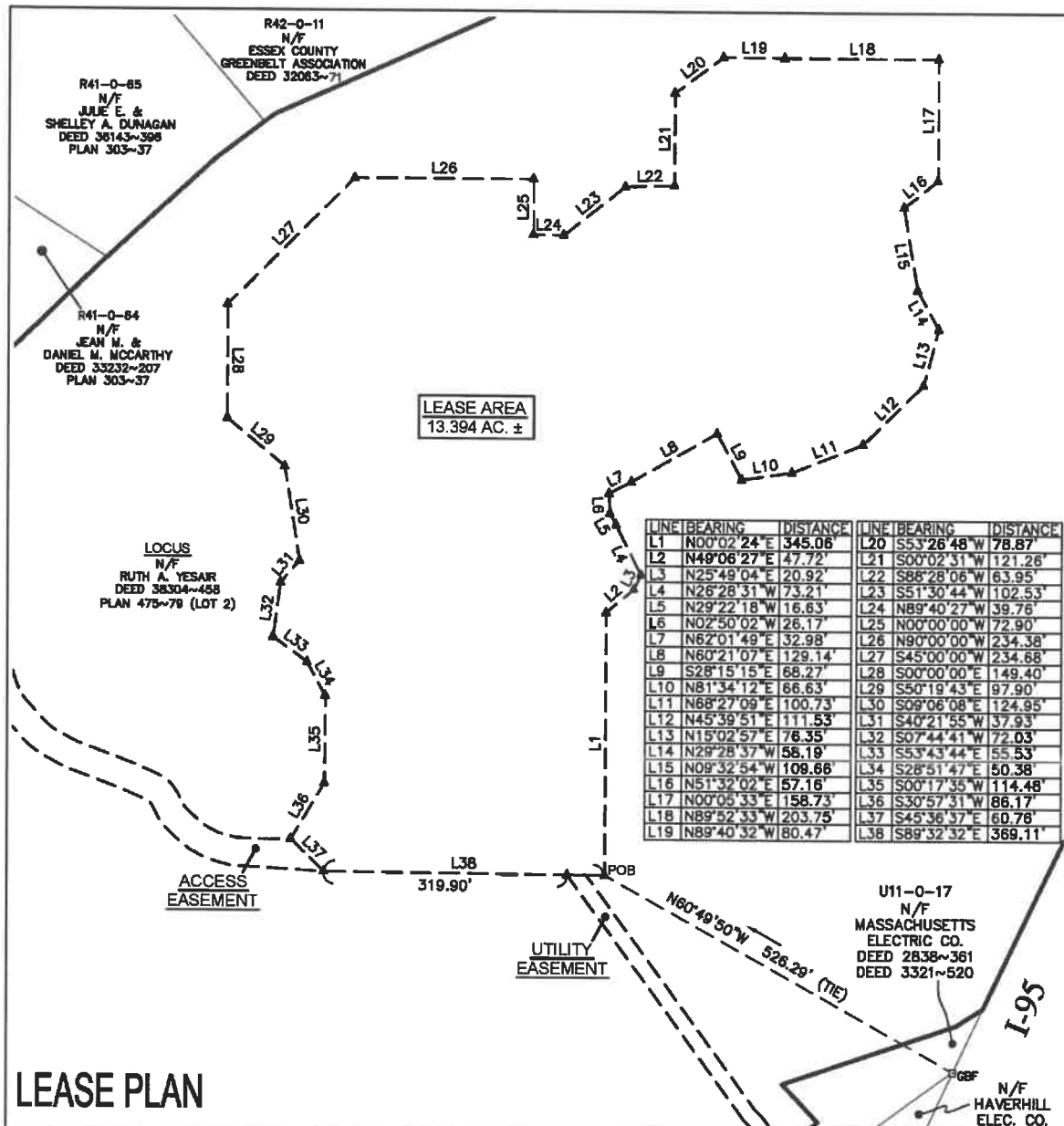
Beginning at a point in the easterly line of Main Street, said point being the southwesterly corner of the Lease Area herein described, said point being located N60°49'50"W a distance of 526.29' from a granite bound in the westerly line of Interstate 95, said granite bound also being the northerly corner of land of Haverhill Electric Company, thence;

N 00°02'24" E a distance of 345.06' to a point, thence;
N 49°06'27" E a distance of 47.72' to a point, thence;
N 25°49'04" E a distance of 20.92' to a point, thence;
N 26°28'31" W a distance of 73.21' to a point, thence;
N 29°22'18" W a distance of 16.63' to a point, thence;
N 02°50'02" W a distance of 26.17' to a point, thence;
N 62°01'49" E a distance of 32.98' to a point, thence;
N 60°21'07" E a distance of 129.14' to a point, thence;
S 28°15'15" E a distance of 68.27' to a point, thence;
N 81°34'12" E a distance of 66.63' to a point, thence;
N 68°27'09" E a distance of 100.73' to a point, thence;
N 45°39'51" E a distance of 111.53' to a point, thence;
N 15°02'57" E a distance of 76.35' to a point, thence;
N 29°28'37" W a distance of 58.19' to a point, thence;
N 09°32'54" W a distance of 109.66' to a point, thence;
N 51°32'02" E a distance of 57.16' to a point, thence;
N 00°05'33" E a distance of 158.73' to a point, thence;
N 89°52'33" W a distance of 203.75' to a point, thence;
N 89°40'32" W a distance of 80.47' to a point, thence;
S 53°26'48" W a distance of 78.87' to a point, thence;
S 00°02'31" W a distance of 121.26' to a point, thence;
S 88°28'06" W a distance of 63.95' to a point, thence;
S 51°30'44" W a distance of 102.53' to a point, thence;
N 89°40'27" W a distance of 39.76' to a point, thence;
N 00°00'00" W a distance of 72.90' to a point, thence;
N 90°00'00" W a distance of 234.38' to a point, thence;
S 45°00'00" W a distance of 234.68' to a point, thence;
S 00°00'00" E a distance of 149.40' to a point, thence;
S 50°19'43" E a distance of 97.90' to a point, thence;
S 09°06'08" E a distance of 124.95' to a point, thence;

S 40°21'55" W a distance of 37.93' to a point, thence;
S 07°44'41" W a distance of 72.03' to a point, thence;
S 53°43'44" E a distance of 55.53' to a point, thence;
S 28°51'47" E a distance of 50.38' to a point, thence;
S 00°17'35" W a distance of 114.48' to a point, thence;
S 30°57'31" W a distance of 86.17' to a point, thence;
S 45°36'37" E a distance of 60.76' to a point, thence;
S 89°32'32" E a distance of 369.11' to the point of beginning.

Having an area of 583,445 square feet or 13.394 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



LEASE PLAN



SCALES STATED ON DRAWINGS
ARE VALID ONLY WHEN PLOTTED
8 1/2" x 11"

136 MAIN STREET
NEWBURY, MA



REV	DATE	DRAWN	CHECKED	RELEASE LEVEL	BORREGO SOLAR 55 TECHNOLOGY DRIVE, SUITE 102 LOWELL, MA 01851 (888) 888-6273
0	3/5/20	JDG	BCF	SUBMISSION TO CLIENT	

LEASE PLAN

ACCESS EASEMENT

An Access Easement located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of Ruth A. Yesair (Deed Book 10042 Page 567 & Deed Book 32639 Page 501) and the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:

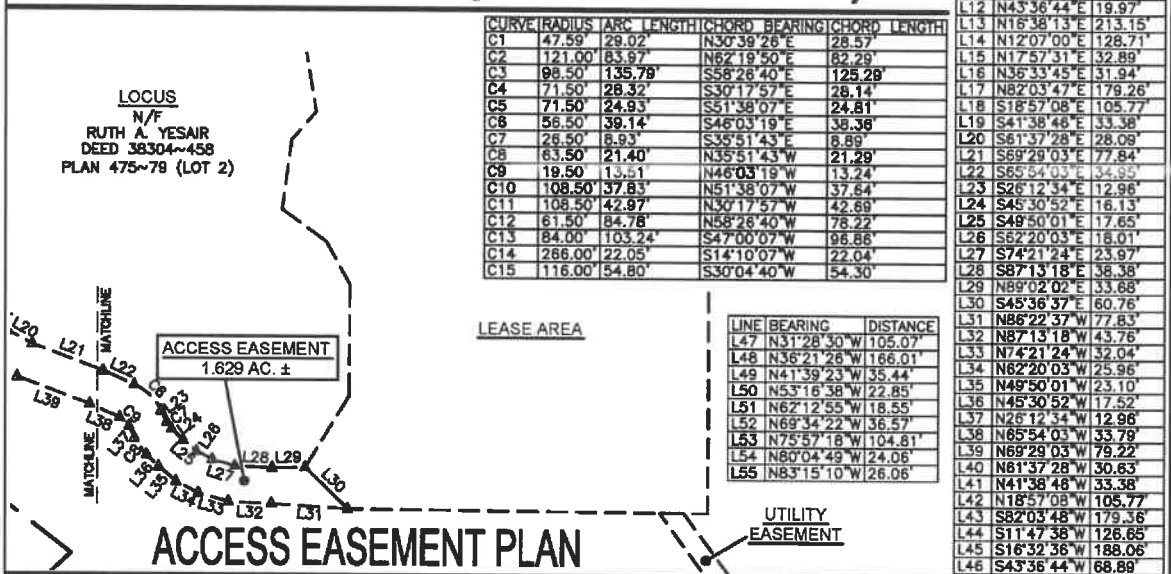
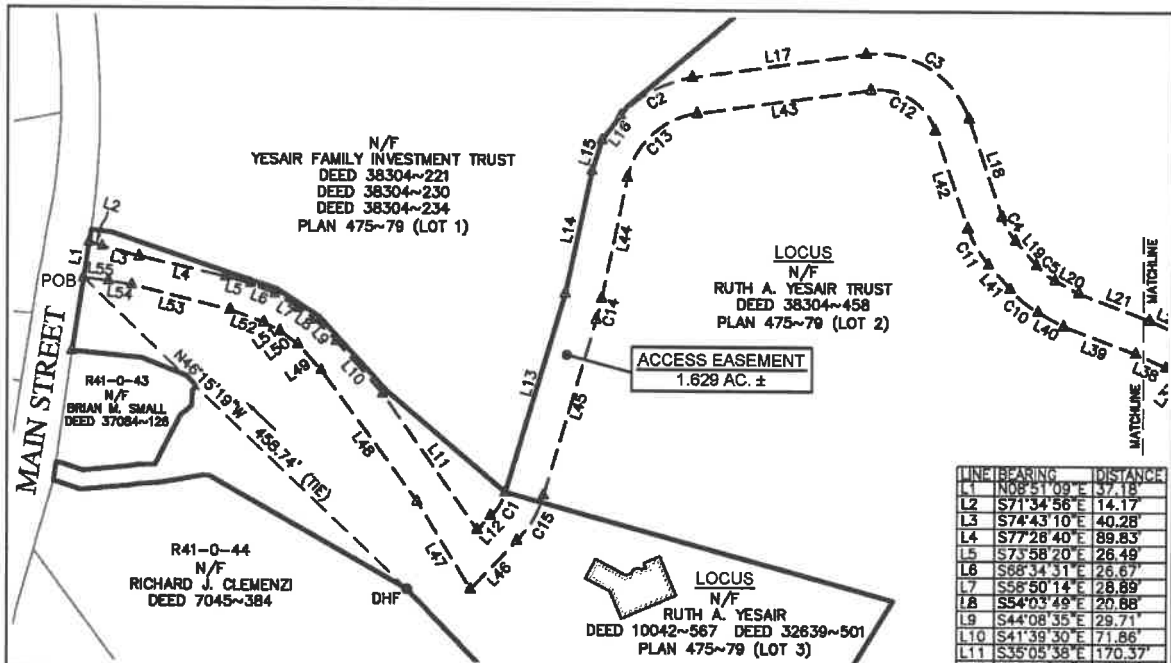
Beginning at a point on the easterly sideline of Main Street, said point being located N46°15'19"W a distance of 458.74' from a drill hole found in the northeasterly line of land of Richard J. Clemenzi (Deed Book 7045 Page 384, Tax parcel R41-42B), thence;

N 08°51'09" E a distance of 37.18' to a point, thence;
S 71°34'56" E a distance of 14.17' to a point, thence;
S 74°43'10" E a distance of 40.28' to a point, thence;
S 77°26'40" E a distance of 89.83' to a point, thence;
S 73°58'20" E a distance of 26.49' to a point, thence;
S 68°34'31" E a distance of 26.67' to a point, thence;
S 58°50'14" E a distance of 28.89' to a point, thence;
S 54°03'49" E a distance of 20.88' to a point, thence;
S 44°08'35" E a distance of 29.71' to a point, thence;
S 41°39'30" E a distance of 71.86' to a point, thence;
S 35°05'38" E a distance of 170.37' to a point, thence;
N 43°36'44" E a distance of 19.97' to a point, thence;
along a non-tangent curve to the left with an arc length of 29.02', with a radius of 47.59', with a chord bearing of N 30°39'26" E, with a chord length of 28.57' to a point, thence;
N 16°38'13" E a distance of 213.15' to a point, thence;
N 12°07'00" E a distance of 128.71' to a point, thence;
N 17°57'31" E a distance of 32.89' to a point, thence;
N 36°33'45" E a distance of 31.94' to a point, thence;
along a non-tangent curve to the right with an arc length of 83.97', with a radius of 121.00', with a chord bearing of N 62°19'50" E, with a chord length of 82.29' to a point, thence;
N 82°03'47" E a distance of 179.26' to a point, thence;
along a curve to the right with an arc length of 135.79', with a radius of 98.50', with a chord bearing of S 58°26'40" E, with a chord length of 125.29' to a point, thence;
S 18°57'08" E a distance of 105.77' to a point, thence;
along a curve to the left with an arc length of 28.32', with a radius of 71.50', with a chord bearing of S 30°17'57" E, with a chord length of 28.14' to a point, thence;
S 41°38'46" E a distance of 33.38' to a point, thence;
along a curve to the left with an arc length of 24.93', with a radius of 71.50', with a chord bearing of S 51°38'07" E, with a chord length of 24.81' to a point, thence;
S 61°37'28" E a distance of 28.09' to a point, thence;
S 69°29'03" E a distance of 77.84' to a point, thence;
S 65°54'03" E a distance of 34.95' to a point, thence;
along a curve to the right with an arc length of 39.14', with a radius of 56.50', with a chord bearing of S 46°03'19" E, with a chord length of 38.36' to a point, thence;
S 26°12'34" E a distance of 12.96' to a point, thence;

along a curve to the left with an arc length of 8.93', with a radius of 26.50', with a chord bearing of S 35°51'43" E, with a chord length of 8.89' to a point, thence;
 S 45°30'52" E a distance of 16.13' to a point, thence;
 S 49°50'01" E a distance of 17.65' to a point, thence;
 S 62°20'03" E a distance of 18.01' to a point, thence;
 S 74°21'24" E a distance of 23.97' to a point, thence;
 S 87°13'18" E a distance of 38.38' to a point, thence;
 N 89°02'02" E a distance of 33.68' to a point, thence;
 S 45°36'37" E a distance of 60.76' to a point, thence;
 N 86°22'37" W a distance of 77.83' to a point, thence;
 N 87°13'18" W a distance of 43.76' to a point, thence;
 N 74°21'24" W a distance of 32.04' to a point, thence;
 N 62°20'03" W a distance of 25.96' to a point, thence;
 N 49°50'01" W a distance of 23.10' to a point, thence;
 N 45°30'52" W a distance of 17.52' to a point, thence;
 along a curve to the right with an arc length of 21.40', with a radius of 63.50', with a chord bearing of N 35°51'43" W, with a chord length of 21.29' to a point, thence;
 N 26°12'34" W a distance of 12.96' to a point, thence;
 along a curve to the left with an arc length of 13.51', with a radius of 19.50', with a chord bearing of N 46°03'19" W, with a chord length of 13.24' to a point, thence;
 N 65°54'03" W a distance of 33.79' to a point, thence;
 N 69°29'03" W a distance of 79.22' to a point, thence;
 N 61°37'28" W a distance of 30.63' to a point, thence;
 along a curve to the right with an arc length of 37.83', with a radius of 108.50', with a chord bearing of N 51°38'07" W, with a chord length of 37.64' to a point, thence;
 N 41°38'46" W a distance of 33.38' to a point, thence;
 along a curve to the right with an arc length of 42.97', with a radius of 108.50', with a chord bearing of N 30°17'57" W, with a chord length of 42.69' to a point, thence;
 N 18°57'08" W a distance of 105.77' to a point, thence;
 along a curve to the left with an arc length of 84.78', with a radius of 61.50', with a chord bearing of N 58°26'40" W, with a chord length of 78.22' to a point, thence;
 S 82°03'48" W a distance of 179.36' to a point, thence;
 along a non-tangent curve to the left with an arc length of 103.24', with a radius of 84.00', with a chord bearing of S 47°00'07" W, with a chord length of 96.86' to a point, thence;
 S 11°47'38" W a distance of 126.65' to a point, thence;
 along a curve to the right with an arc length of 22.05', with a radius of 266.00', with a chord bearing of S 14°10'07" W, with a chord length of 22.04' to a point, thence;
 S 16°32'36" W a distance of 188.06' to a point, thence;
 along a curve to the right with an arc length of 54.80', with a radius of 116.00', with a chord bearing of S 30°04'40" W, with a chord length of 54.30' to a point, thence;
 S 43°36'44" W a distance of 68.89' to a point, thence;
 N 31°28'30" W a distance of 105.07' to a point, thence;
 N 36°21'26" W a distance of 166.01' to a point, thence;
 N 41°39'23" W a distance of 35.44' to a point, thence;
 N 53°16'38" W a distance of 22.85' to a point, thence;
 N 62°12'55" W a distance of 18.55' to a point, thence;

N 69°34'22" W a distance of 36.57' to a point, thence;
N 75°57'18" W a distance of 104.81' to a point, thence;
N 80°04'49" W a distance of 24.06' to a point, thence;
N 83°15'10" W a distance of 26.06' to the point of beginning.
Having an area of 70,958 square feet or 1.629 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



CURVE/RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	47.59	N30°39'26"E	28.57
C2	121.00	N62°19'50"E	82.29
C3	98.50	S58°26'40"E	125.28
C4	71.50	S30°17'57"E	28.14
C5	71.50	S51°38'07"E	24.81
C6	56.50	S46°03'19"E	38.36
C7	26.50	S35°51'43"E	8.89
C8	63.50	N35°51'43"W	21.28
C9	19.50	N46°03'19"W	13.24
C10	108.50	N51°38'07"W	37.64
C11	108.50	N30°17'57"W	42.69
C12	61.50	N58°26'40"W	78.22
C13	84.00	S47°00'07"W	96.86
C14	266.00	S14°10'07"W	22.04
C15	116.00	S30°04'40"W	54.30

LINE	BEARING	DISTANCE
L1	N08°51'09"E	17.18
L2	S71°34'56"E	14.17
L3	S74°43'10"E	40.28
L4	S77°28'40"E	89.83
L5	S73°58'20"E	26.49
L6	S68°34'31"E	26.67
L7	S58°50'14"E	28.89
L8	S54°03'49"E	20.88
L9	S44°08'35"E	29.71
L10	S41°39'30"E	71.86
L11	S35°05'38"E	170.37
L12	N43°36'44"E	19.97
L13	N16°38'13"E	213.15
L14	N12°07'00"E	128.71
L15	N17°57'31"E	32.89
L16	N36°33'45"E	31.94
L17	N82°03'47"E	179.26
L18	S18°57'08"E	105.77
L19	S41°38'48"E	33.38
L20	S61°37'28"E	28.09
L21	S69°29'03"E	77.84
L22	S65°54'03"E	34.95
L23	S26°12'34"E	12.96
L24	S45°30'52"E	16.13
L25	S49°50'01"E	17.65
L26	S62°20'03"E	18.01
L27	S74°21'24"E	23.97
L28	S87°13'18"E	38.38
L29	N89°02'02"E	33.68
L30	S45°36'37"E	60.76
L31	N86°22'37"W	77.83
L32	N87°13'18"W	43.76
L33	N74°21'24"W	32.04
L34	N62°20'03"W	25.96
L35	N49°50'01"W	23.10
L36	N45°30'52"W	17.52
L37	N26°12'34"W	12.96
L38	N65°54'03"W	33.79
L39	N69°29'03"W	79.22
L40	N81°37'28"W	30.63
L41	N41°38'48"W	33.38
L42	N18°57'08"W	105.77
L43	S82°03'48"W	179.36
L44	S11°47'38"W	126.65
L45	S16°32'36"W	188.06
L46	S43°36'44"W	68.89

0 150' 300'

SCALE: STATED ON DRAWINGS
ARE VALID ONLY WHEN PLOTTED
8 1/2" X 11"

136 MAIN STREET NEWBURY, MA

N

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
0	3/5/20	JDG	BCF	SUBMISSION TO CLIENT

BORREGO SOLAR
55 TECHNOLOGY DRIVE, SUITE 102
LOWELL, MA 01851
(888) 898-6273

ACCESS EASEMENT PLAN

UTILITY EASEMENT

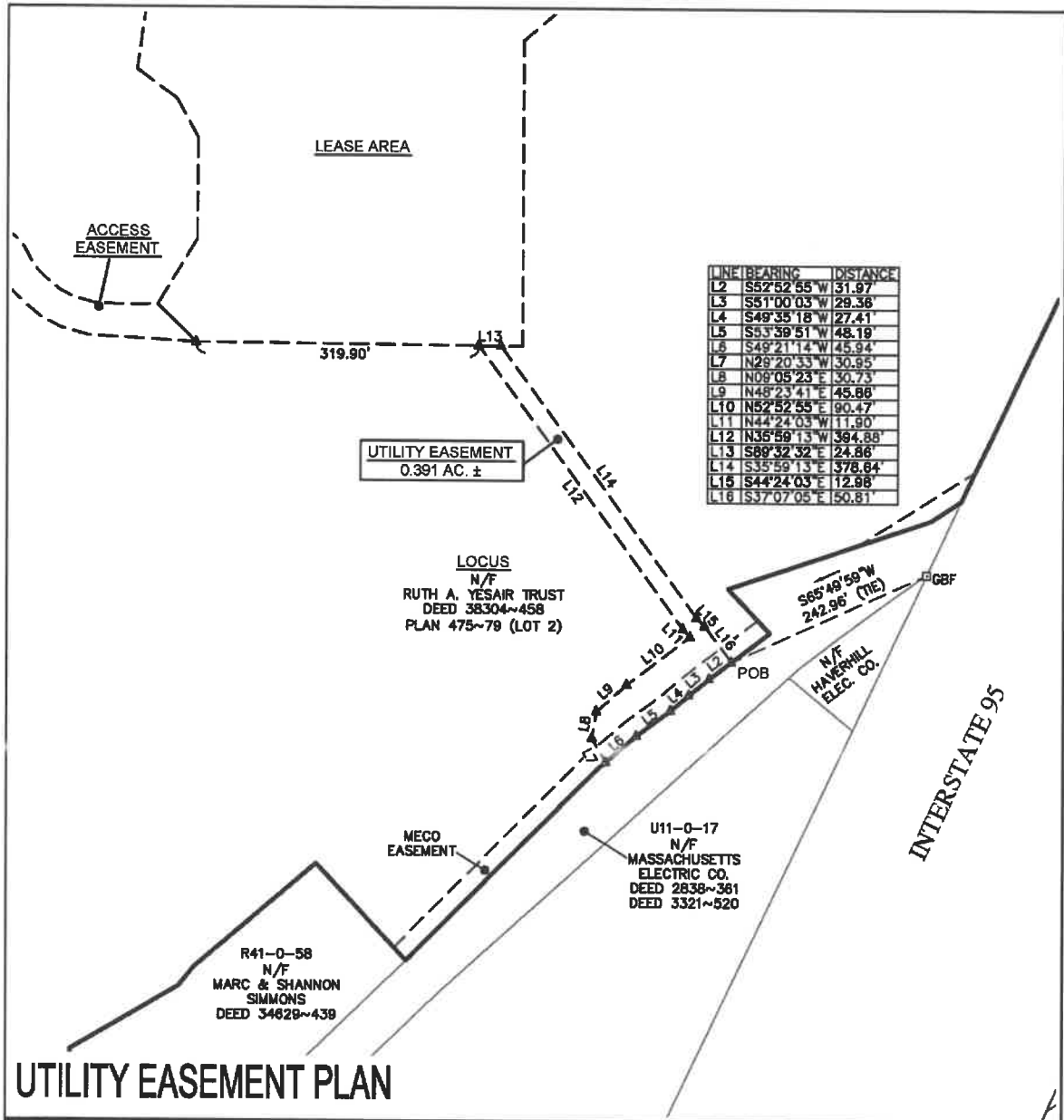
A Utility Easement located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:

Beginning at the southeasterly corner of the Utility Easement herein described, said point being located S65°49'59"W a distance of 242.96' from a granite bound in the westerly line of Interstate 95, said granite bound also being the northerly corner of land of Haverhill Electric Company, thence;

S 52°52'55" W a distance of 31.97' to a point, thence;
S 51°00'03" W a distance of 29.36' to a point, thence;
S 49°35'18" W a distance of 27.41' to a point, thence;
S 53°39'51" W a distance of 48.19' to a point, thence;
S 49°21'14" W a distance of 45.94' to a point, thence;
N 29°20'33" W a distance of 30.95' to a point, thence;
N 09°05'23" E a distance of 30.73' to a point, thence;
N 48°23'41" E a distance of 45.86' to a point, thence;
N 52°52'55" E a distance of 90.47' to a point, thence;
N 44°24'03" W a distance of 11.90' to a point, thence;
N 35°59'13" W a distance of 394.88' to a point, thence;
S 89°32'32" E a distance of 24.86' to a point, thence;
S 35°59'13" E a distance of 378.64' to a point, thence;
S 44°24'03" E a distance of 12.98' to a point, thence;
S 37°07'05" E a distance of 50.81' to the point of beginning.

Having an area of 17,022 square feet or 0.391 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



				136 MAIN STREET NEWBURY, MA		
SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED 8 1/2" X 11"						
REV	DATE	DRAWN	CHECKED	RELEASE LEVEL	BORREGO SOLAR 55 TECHNOLOGY DRIVE, SUITE 102 LOWELL, MA 01851 (888) 888-6273	UTILITY EASEMENT PLAN
0	3/5/20	JDG	BCF	SUBMISSION TO CLIENT		

EXHIBIT C

NOTICE OF LEASE

[See attached]

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, notice is hereby given of the Option and Lease Agreement dated October 11, 2019 and amended on March 10, 2020 (the "*Lease*").

LESSOR: RUTH A. YESAIR, individually and as Trustee of the RUTH A. YESAIR TRUST, u/d/t dated June 27, 2013

LESSEE: MAIN STREET NEWBURY SOLAR 1, LLC, a Delaware limited liability company.

DESCRIPTION OF PREMISES: The Premises consists of approximately 9.979 acres located at the Property owned by Lessor and commonly known as 136 North Main Street, Newbury, MA consisting of approximately 87 acres. 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 February 21, 2020 and recorded at the Essex County (Southern District) Registry of Deeds at Book 38304, Page 458, and dated May 31, 1989 and recorded with said Deeds at Book 10042, Page 567 and dated June 25, 2013 and recorded with said Deeds at Book 32639, Page 501.

OPTION COMMENCEMENT DATE: October 11, 2019

LEASE COMMENCEMENT DATE: The date Lessee exercises the Option.

TERM OF OPTION: Five Hundred Forty (540) 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.

EASEMENTS: The Easements are more particularly described in Exhibit A attached hereto. The term of the 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.

[SIGNATURE PAGE FOLLOWS]

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

LESSOR:

RUTH A. YESAIR, individually and as
Trustee of the **RUTH A. YESAIR TRUST**,
u/d/t dated June 27, 2013

LESSEE:

MAIN STREET NEWBURY SOLAR 1, LLC,
a Delaware limited liability company

By: **1115 SOLAR DEVELOPMENT, LLC**,
its sole member and manager

By: _____
Brendan Neagle
VP of Project Finance

COMMONWEALTH OF MASSACHUSETTS)

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.

Print Name

My commission expires

COMMONWEALTH OF MASSACHUSETTS)

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.

Print Name

My commission expires

EXHIBIT A
to
Memorandum of Option and Lease

PREMISES LEGAL DESCRIPTION

LEASE AREA

A Lease Area located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:

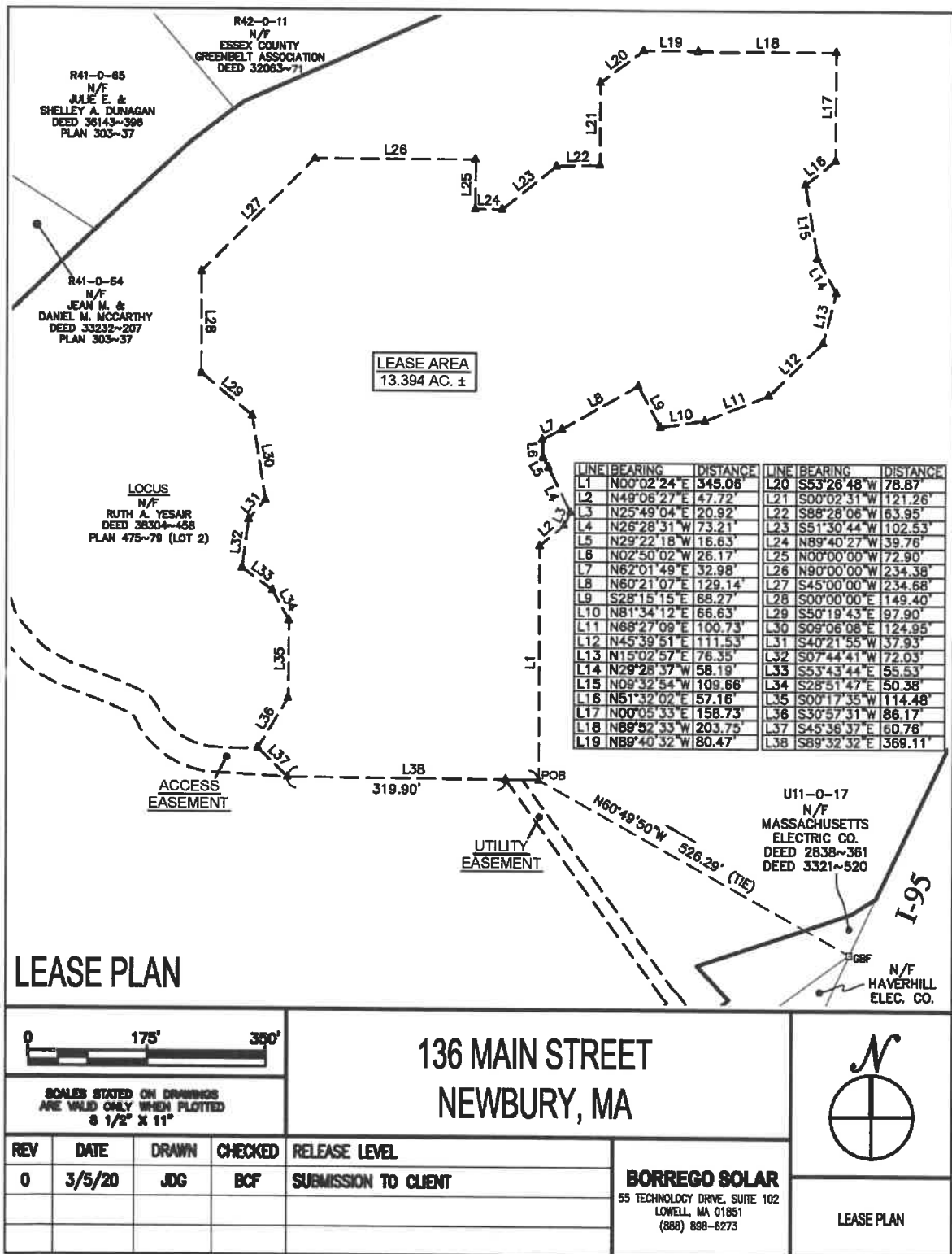
Beginning at a point in the easterly line of Main Street, said point being the southwesterly corner of the Lease Area herein described, said point being located N60°49'50"W a distance of 526.29' from a granite bound in the westerly line of Interstate 95, said granite bound also being the northerly corner of land of Haverhill Electric Company, thence;

N 00°02'24" E a distance of 345.06' to a point, thence;
N 49°06'27" E a distance of 47.72' to a point, thence;
N 25°49'04" E a distance of 20.92' to a point, thence;
N 26°28'31" W a distance of 73.21' to a point, thence;
N 29°22'18" W a distance of 16.63' to a point, thence;
N 02°50'02" W a distance of 26.17' to a point, thence;
N 62°01'49" E a distance of 32.98' to a point, thence;
N 60°21'07" E a distance of 129.14' to a point, thence;
S 28°15'15" E a distance of 68.27' to a point, thence;
N 81°34'12" E a distance of 66.63' to a point, thence;
N 68°27'09" E a distance of 100.73' to a point, thence;
N 45°39'51" E a distance of 111.53' to a point, thence;
N 15°02'57" E a distance of 76.35' to a point, thence;
N 29°28'37" W a distance of 58.19' to a point, thence;
N 09°32'54" W a distance of 109.66' to a point, thence;
N 51°32'02" E a distance of 57.16' to a point, thence;
N 00°05'33" E a distance of 158.73' to a point, thence;
N 89°52'33" W a distance of 203.75' to a point, thence;
N 89°40'32" W a distance of 80.47' to a point, thence;
S 53°26'48" W a distance of 78.87' to a point, thence;
S 00°02'31" W a distance of 121.26' to a point, thence;
S 88°28'06" W a distance of 63.95' to a point, thence;
S 51°30'44" W a distance of 102.53' to a point, thence;
N 89°40'27" W a distance of 39.76' to a point, thence;
N 00°00'00" W a distance of 72.90' to a point, thence;
N 90°00'00" W a distance of 234.38' to a point, thence;
S 45°00'00" W a distance of 234.68' to a point, thence;
S 00°00'00" E a distance of 149.40' to a point, thence;
S 50°19'43" E a distance of 97.90' to a point, thence;

S 09°06'08" E a distance of 124.95' to a point, thence;
S 40°21'55" W a distance of 37.93' to a point, thence;
S 07°44'41" W a distance of 72.03' to a point, thence;
S 53°43'44" E a distance of 55.53' to a point, thence;
S 28°51'47" E a distance of 50.38' to a point, thence;
S 00°17'35" W a distance of 114.48' to a point, thence;
S 30°57'31" W a distance of 86.17' to a point, thence;
S 45°36'37" E a distance of 60.76' to a point, thence;
S 89°32'32" E a distance of 369.11' to the point of beginning.

Having an area of 583,445 square feet or 13.394 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



ACCESS EASEMENT

An Access Easement located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of Ruth A. Yesair (Deed Book 10042 Page 567 & Deed Book 32639 Page 501) and the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:

Beginning at a point on the easterly sideline of Main Street, said point being located N46°15'19"W a distance of 458.74' from a drill hole found in the northeasterly line of land of Richard J. Clemenzi (Deed Book 7045 Page 384, Tax parcel R41-42B), thence;

N 08°51'09" E a distance of 37.18' to a point, thence;
S 71°34'56" E a distance of 14.17' to a point, thence;
S 74°43'10" E a distance of 40.28' to a point, thence;
S 77°26'40" E a distance of 89.83' to a point, thence;
S 73°58'20" E a distance of 26.49' to a point, thence;
S 68°34'31" E a distance of 26.67' to a point, thence;
S 58°50'14" E a distance of 28.89' to a point, thence;
S 54°03'49" E a distance of 20.88' to a point, thence;
S 44°08'35" E a distance of 29.71' to a point, thence;
S 41°39'30" E a distance of 71.86' to a point, thence;
S 35°05'38" E a distance of 170.37' to a point, thence;
N 43°36'44" E a distance of 19.97' to a point, thence;
along a non-tangent curve to the left with an arc length of 29.02', with a radius of 47.59', with a chord bearing of N 30°39'26" E, with a chord length of 28.57' to a point, thence;
N 16°38'13" E a distance of 213.15' to a point, thence;
N 12°07'00" E a distance of 128.71' to a point, thence;
N 17°57'31" E a distance of 32.89' to a point, thence;
N 36°33'45" E a distance of 31.94' to a point, thence;
along a non-tangent curve to the right with an arc length of 83.97', with a radius of 121.00', with a chord bearing of N 62°19'50" E, with a chord length of 82.29' to a point, thence;
N 82°03'47" E a distance of 179.26' to a point, thence;
along a curve to the right with an arc length of 135.79', with a radius of 98.50', with a chord bearing of S 58°26'40" E, with a chord length of 125.29' to a point, thence;
S 18°57'08" E a distance of 105.77' to a point, thence;
along a curve to the left with an arc length of 28.32', with a radius of 71.50', with a chord bearing of S 30°17'57" E, with a chord length of 28.14' to a point, thence;
S 41°38'46" E a distance of 33.38' to a point, thence;
along a curve to the left with an arc length of 24.93', with a radius of 71.50', with a chord bearing of S 51°38'07" E, with a chord length of 24.81' to a point, thence;
S 61°37'28" E a distance of 28.09' to a point, thence;
S 69°29'03" E a distance of 77.84' to a point, thence;
S 65°54'03" E a distance of 34.95' to a point, thence;
along a curve to the right with an arc length of 39.14', with a radius of 56.50', with a chord bearing of S 46°03'19" E, with a chord length of 38.36' to a point, thence;
S 26°12'34" E a distance of 12.96' to a point, thence;

along a curve to the left with an arc length of 8.93', with a radius of 26.50', with a chord bearing of S 35°51'43" E, with a chord length of 8.89' to a point, thence;

S 45°30'52" E a distance of 16.13' to a point, thence;

S 49°50'01" E a distance of 17.65' to a point, thence;

S 62°20'03" E a distance of 18.01' to a point, thence;

S 74°21'24" E a distance of 23.97' to a point, thence;

S 87°13'18" E a distance of 38.38' to a point, thence;

N 89°02'02" E a distance of 33.68' to a point, thence;

S 45°36'37" E a distance of 60.76' to a point, thence;

N 86°22'37" W a distance of 77.83' to a point, thence;

N 87°13'18" W a distance of 43.76' to a point, thence;

N 74°21'24" W a distance of 32.04' to a point, thence;

N 62°20'03" W a distance of 25.96' to a point, thence;

N 49°50'01" W a distance of 23.10' to a point, thence;

N 45°30'52" W a distance of 17.52' to a point, thence;

along a curve to the right with an arc length of 21.40', with a radius of 63.50', with a chord bearing of N 35°51'43" W, with a chord length of 21.29' to a point, thence;

N 26°12'34" W a distance of 12.96' to a point, thence;

along a curve to the left with an arc length of 13.51', with a radius of 19.50', with a chord bearing of N 46°03'19" W, with a chord length of 13.24' to a point, thence;

N 65°54'03" W a distance of 33.79' to a point, thence;

N 69°29'03" W a distance of 79.22' to a point, thence;

N 61°37'28" W a distance of 30.63' to a point, thence;

along a curve to the right with an arc length of 37.83', with a radius of 108.50', with a chord bearing of N 51°38'07" W, with a chord length of 37.64' to a point, thence;

N 41°38'46" W a distance of 33.38' to a point, thence;

along a curve to the right with an arc length of 42.97', with a radius of 108.50', with a chord bearing of N 30°17'57" W, with a chord length of 42.69' to a point, thence;

N 18°57'08" W a distance of 105.77' to a point, thence;

along a curve to the left with an arc length of 84.78', with a radius of 61.50', with a chord bearing of N 58°26'40" W, with a chord length of 78.22' to a point, thence;

S 82°03'48" W a distance of 179.36' to a point, thence;

along a non-tangent curve to the left with an arc length of 103.24', with a radius of 84.00', with a chord bearing of S 47°00'07" W, with a chord length of 96.86' to a point, thence;

S 11°47'38" W a distance of 126.65' to a point, thence;

along a curve to the right with an arc length of 22.05', with a radius of 266.00', with a chord bearing of S 14°10'07" W, with a chord length of 22.04' to a point, thence;

S 16°32'36" W a distance of 188.06' to a point, thence;

along a curve to the right with an arc length of 54.80', with a radius of 116.00', with a chord bearing of S 30°04'40" W, with a chord length of 54.30' to a point, thence;

S 43°36'44" W a distance of 68.89' to a point, thence;

N 31°28'30" W a distance of 105.07' to a point, thence;

N 36°21'26" W a distance of 166.01' to a point, thence;

N 41°39'23" W a distance of 35.44' to a point, thence;

N 53°16'38" W a distance of 22.85' to a point, thence;

N 62°12'55" W a distance of 18.55' to a point, thence;

N 69°34'22" W a distance of 36.57' to a point, thence;
N 75°57'18" W a distance of 104.81' to a point, thence;
N 80°04'49" W a distance of 24.06' to a point, thence;
N 83°15'10" W a distance of 26.06' to the point of beginning.
Having an area of 70,958 square feet or 1.629 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]

UTILITY EASEMENT

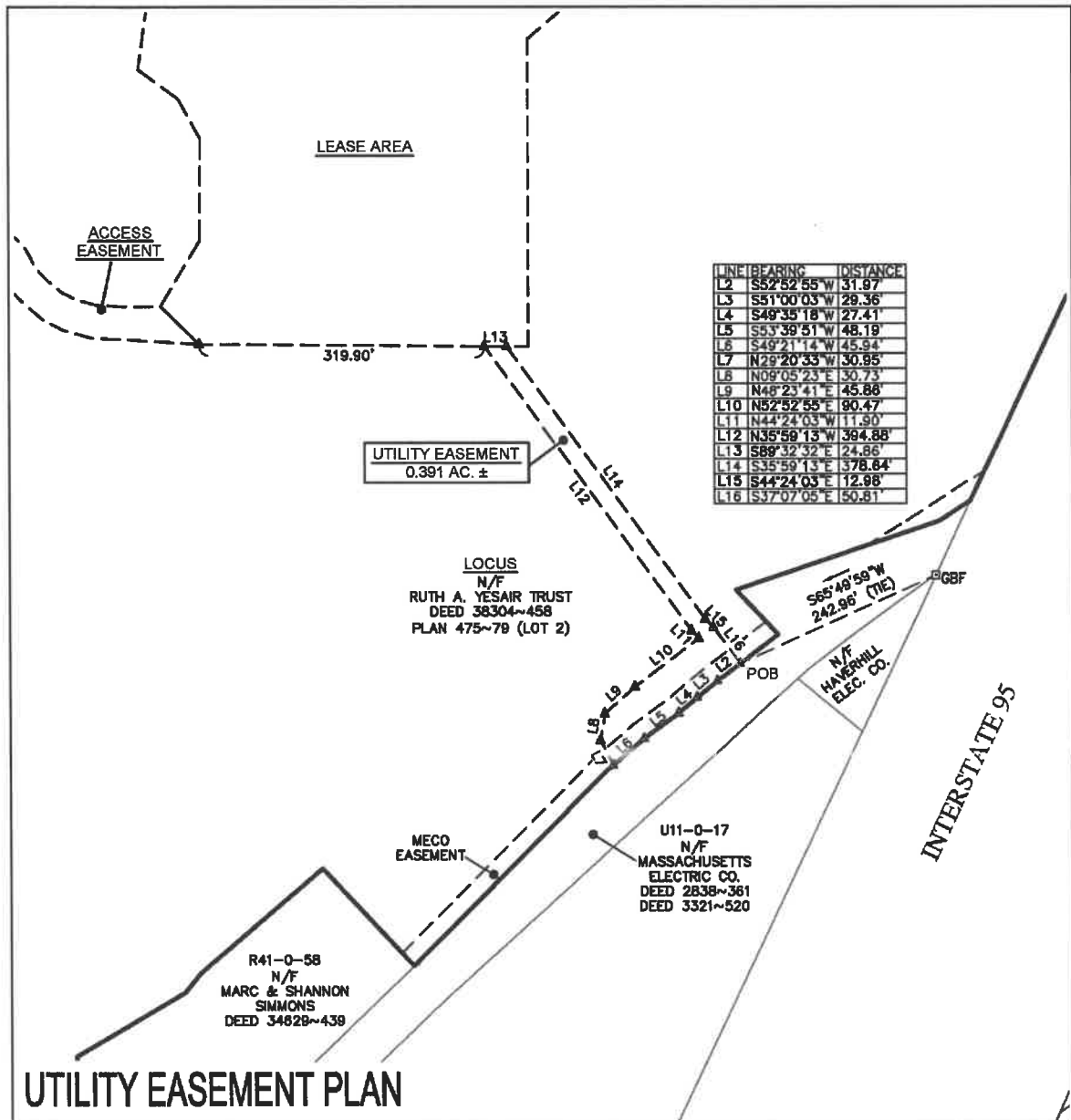
A Utility Easement located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:



Beginning at the southeasterly corner of the Utility Easement herein described, said point being located S65°49'59"W a distance of 242.96' from a granite bound in the westerly line of Interstate 95, said granite bound also being the northerly corner of land of Haverhill Electric Company, thence;

S 52°52'55" W a distance of 31.97' to a point, thence;
S 51°00'03" W a distance of 29.36' to a point, thence;
S 49°35'18" W a distance of 27.41' to a point, thence;
S 53°39'51" W a distance of 48.19' to a point, thence;
S 49°21'14" W a distance of 45.94' to a point, thence;
N 29°20'33" W a distance of 30.95' to a point, thence;
N 09°05'23" E a distance of 30.73' to a point, thence;
N 48°23'41" E a distance of 45.86' to a point, thence;
N 52°52'55" E a distance of 90.47' to a point, thence;
N 44°24'03" W a distance of 11.90' to a point, thence;
N 35°59'13" W a distance of 394.88' to a point, thence;
S 89°32'32" E a distance of 24.86' to a point, thence;
S 35°59'13" E a distance of 378.64' to a point, thence;
S 44°24'03" E a distance of 12.98' to a point, thence;
S 37°07'05" E a distance of 50.81' to the point of beginning.

Having an area of 17,022 square feet or 0.391 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



				<div>136 MAIN STREET NEWBURY, MA</div> 	
SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED @ 1/2" X 11"					
REV	DATE	DRAWN	CHECKED	RELEASE LEVEL	<div>BORREGO SOLAR 55 TECHNOLOGY DRIVE, SUITE 102 LOWELL, MA 01851 (888) 888-6273</div>
0	3/5/20	JDG	BCF	SUBMISSION TO CLIENT	
UTILITY EASEMENT PLAN					

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("*Amendment*") is made and entered into as of November 2, 2021 ("*Amendment Effective Date*") between RUTH A. YESAIR, individually and as Trustee of the RUTH A. YESAIR TRUST, u/d/t dated June 27, 2013 ("*Lessor*") and MAIN STREET NEWBURY SOLAR 1, LLC, a Delaware limited liability company (the "*Lessee*").

RECITALS

WHEREAS, Ruth A. Yesair, individually, and Lessee are parties to that certain Option and Lease Agreement, dated effective October 11, 2019 ("*Original Lease*") with respect to the Property more commonly known as 136 North Main Street, Newbury, MA.

WHEREAS, Ruth A. Yesair transferred a portion of the Property to the Ruth A. Yesair Trust u/d/t dated June 27, 2013.

WHEREAS, Ruth A. Yesair individually and as trustee of the Ruth A. Yesair Trust entered into the First Amendment to Option and Lease Agreement with Lessee dated March 10, 2020 ("*First Amendment*" and together with the Original Lease, the "*Lease*"). The Lease is evidenced by that certain Notice of Lease recorded in the South Essex Registry of Deeds on March 13, 2020 in Book 38335, Page 001.

WHEREAS, the local electric utility requires lessee to provide unencumbered direct access to the utility's facilities for interconnecting the System to the grid along an accessible plowed road to be known as the "Pole Farm Access Easement". The Parties desire to amend the legal description of the Easements to provide for such Pole Farm Access Easement.

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. **Rent.** The definition of Rent on the Cover Sheet of the Lease is hereby deleted and replaced with the following language:

"Rent Forty Thousand Dollars (\$40,000) per year with a 2% annual escalator.

If the first Rent payment does not become due on or before June 15, 2022, Lessee shall pay to Lessor a one-time payment of Forty Thousand Dollars (\$40,000).

3. **Easement Consideration.** Lessee shall pay to Lessor the sum of One Hundred Thousand Dollars (\$100,000) in consideration for the grant of the Pole Farm Access Easement which is granted by way of this Amendment by modification of Exhibit B to the Lease, which payment shall be due twenty (20) days after full execution of this Amendment. Lessor and Lessee further acknowledge and agree that the permitting and construction process for the Pole Farm Access Easement may require modifications to the legal description of the Easements granted herein, as such Lessor agrees to execute any reasonable amendment to the Lease to modify the legal description of the Easements.

4. **Premises Exhibit.** Exhibit B of the Lease is hereby deleted in its entirety and replaced with Schedule 1 attached hereto. All references in the Lease, as amended herein, to the Premises or Exhibit B are hereby deemed to refer to Schedule 1 attached hereto.

5. **Easements.** The following sentence shall be added to the end of Section 4(c) of the Lease:

“For the avoidance of doubt, the Easements granted herein and described in Exhibit B shall be for the benefit of Lessee and the local electric utility company. Upon request, Lessor shall grant a separate easement directly to the local electric utility in the location of the Easements and the access road located on the Land, at no additional charge.”

6. **Amended and Restated Notice of Lease.** Concurrently with the execution of this Amendment, the parties hereto shall execute and cause to be recorded in the Essex County (Southern District) Registry of Deeds a Notice of Lease, substantially in the form attached hereto as Schedule 2.

7. **Conservation Restriction.** Lessor shall cooperate with Lessee in executing any reasonable amendment or other required documentation to allow for the Pole Farm Access Easement granted hereunder to be a permitted use under that certain Conservation Restriction granted by Lessor to the Essex County Greenbelt Association, Inc. recorded on May 6, 2020 in the So. Essex Registry of Deeds in Book 38490, Page 130.

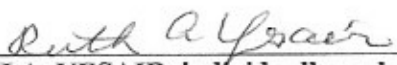
8. **Ratification; Full Force and Effect.** As amended herein, the Lease is hereby ratified, confirmed and approved in all respects.

9. **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.

10. **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 Commonwealth of Massachusetts, 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.

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

LESSOR:


**RUTH A. YESAIR, individually and as
Trustee of the RUTH A. YESAIR TRUST,
u/d/t dated June 27, 2013**

LESSEE:

**MAIN STREET NEWBURY SOLAR 1, LLC
a Delaware limited liability company**

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Essex) ss.

On this 4th day of November, 2024, before me, the undersigned notary public, personally appeared Ruth A. Yescar (name of document signer), proved to me through satisfactory evidence of identification, which were Photo ID (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 Johanna H. DiFranzo
My commission expires 9/24/25



COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF _____) ss.

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 _____

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

LESSOR:

RUTH A. YESAIR, individually and as
Trustee of the RUTH A. YESAIR TRUST,
u/d/t dated June 27, 2013

LESSEE:

MAIN STREET NEWBURY SOLAR 1, LLC
a Delaware limited liability company

By: 

Name: John Woody

Title: Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

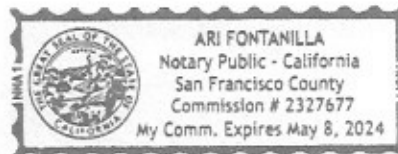
State of California
County of San Francisco

On 11/3/2021 before me, Ari Fontanilla, Notary Public
(insert name and title of the officer)

personally appeared John Woody,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature 馮愛昆 (Seal)

SCHEDULE 1

EXHIBIT B

DESCRIPTION OF PREMISES

LEASE AREA

A Lease Area located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:

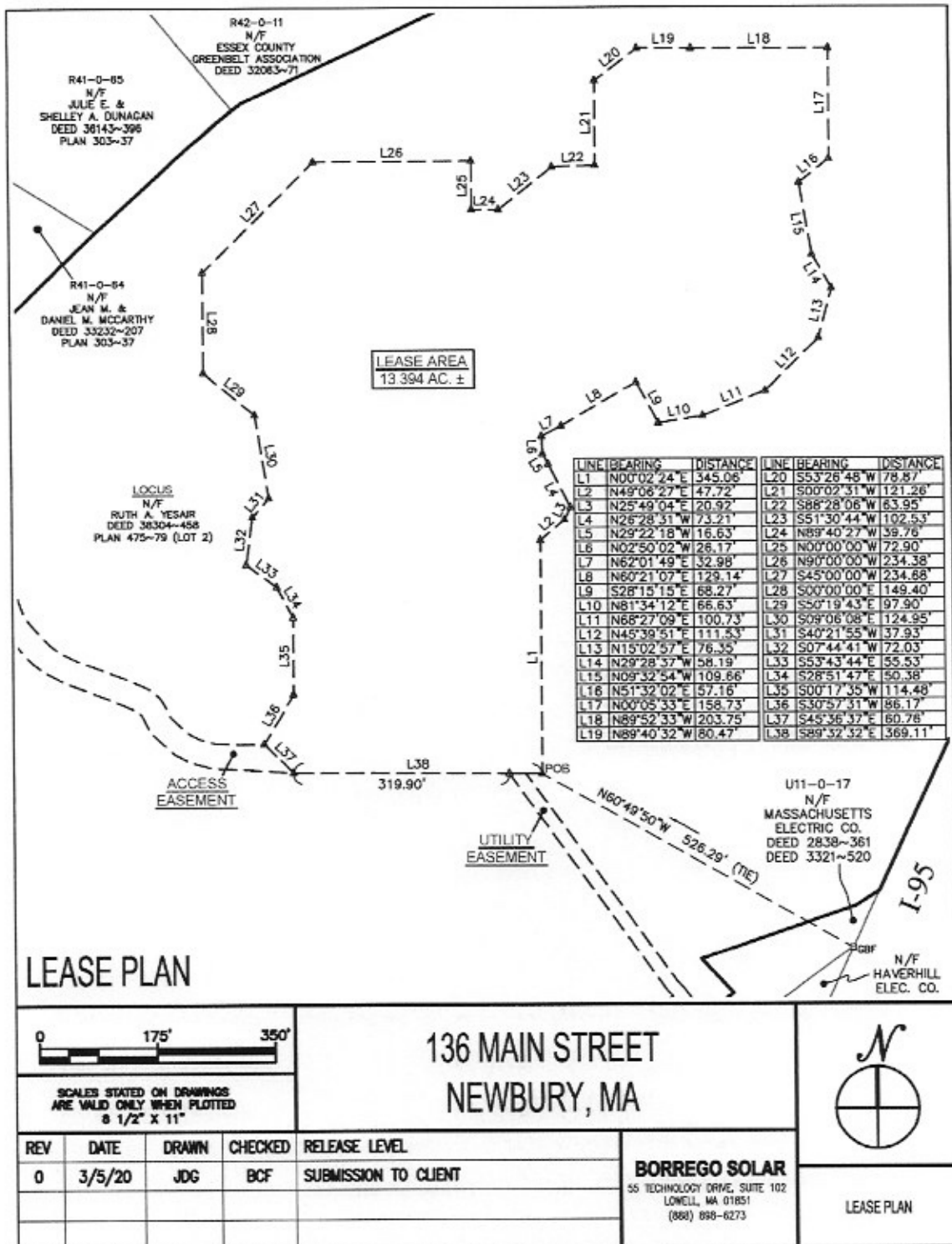
Beginning at a point in the easterly line of Main Street, said point being the southwesterly corner of the Lease Area herein described, said point being located N60°49'50"W a distance of 526.29' from a granite bound in the westerly line of Interstate 95, said granite bound also being the northerly corner of land of Haverhill Electric Company, thence;

N 00°02'24" E a distance of 345.06' to a point, thence;
N 49°06'27" E a distance of 47.72' to a point, thence;
N 25°49'04" E a distance of 20.92' to a point, thence;
N 26°28'31" W a distance of 73.21' to a point, thence;
N 29°22'18" W a distance of 16.63' to a point, thence;
N 02°50'02" W a distance of 26.17' to a point, thence;
N 62°01'49" E a distance of 32.98' to a point, thence;
N 60°21'07" E a distance of 129.14' to a point, thence;
S 28°15'15" E a distance of 68.27' to a point, thence;
N 81°34'12" E a distance of 66.63' to a point, thence;
N 68°27'09" E a distance of 100.73' to a point, thence;
N 45°39'51" E a distance of 111.53' to a point, thence;
N 15°02'57" E a distance of 76.35' to a point, thence;
N 29°28'37" W a distance of 58.19' to a point, thence;
N 09°32'54" W a distance of 109.66' to a point, thence;
N 51°32'02" E a distance of 57.16' to a point, thence;
N 00°05'33" E a distance of 158.73' to a point, thence;
N 89°52'33" W a distance of 203.75' to a point, thence;
N 89°40'32" W a distance of 80.47' to a point, thence;
S 53°26'48" W a distance of 78.87' to a point, thence;
S 00°02'31" W a distance of 121.26' to a point, thence;
S 88°28'06" W a distance of 63.95' to a point, thence;
S 51°30'44" W a distance of 102.53' to a point, thence;
N 89°40'27" W a distance of 39.76' to a point, thence;
N 00°00'00" W a distance of 72.90' to a point, thence;
N 90°00'00" W a distance of 234.38' to a point, thence;

S 45°00'00" W a distance of 234.68' to a point, thence;
S 00°00'00" E a distance of 149.40' to a point, thence;
S 50°19'43" E a distance of 97.90' to a point, thence;
S 09°06'08" E a distance of 124.95' to a point, thence;
S 40°21'55" W a distance of 37.93' to a point, thence;
S 07°44'41" W a distance of 72.03' to a point, thence;
S 53°43'44" E a distance of 55.53' to a point, thence;
S 28°51'47" E a distance of 50.38' to a point, thence;
S 00°17'35" W a distance of 114.48' to a point, thence;
S 30°57'31" W a distance of 86.17' to a point, thence;
S 45°36'37" E a distance of 60.76' to a point, thence;
S 89°32'32" E a distance of 369.11' to the point of beginning.

Having an area of 583,445 square feet or 13.394 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



ACCESS EASEMENT

An Access Easement located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of Ruth A. Yesair (Deed Book 10042 Page 567 & Deed Book 32639 Page 501) and the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:

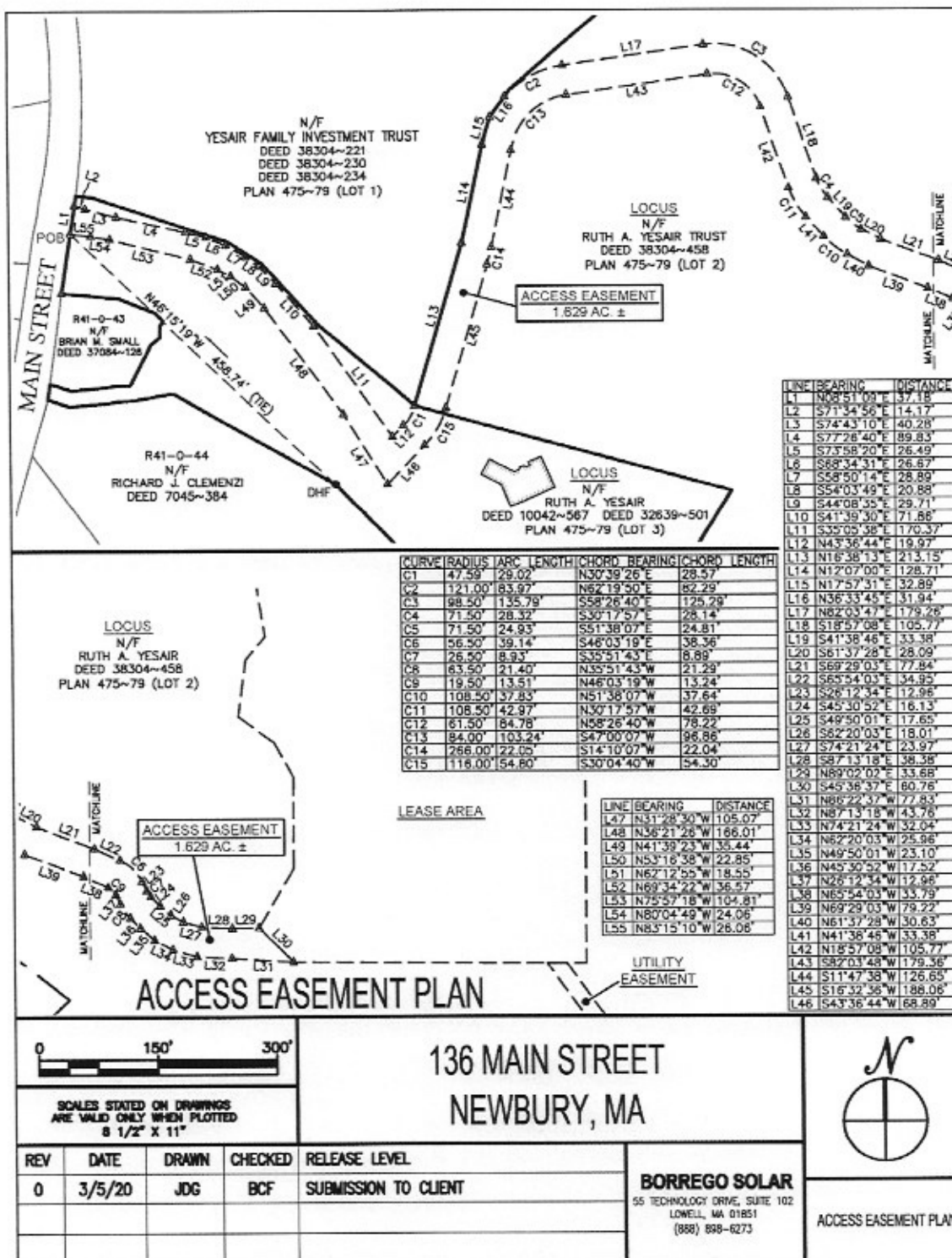
Beginning at a point on the easterly sideline of Main Street, said point being located N46°15'19"W a distance of 458.74' from a drill hole found in the northeasterly line of land of Richard J. Clemenzi (Deed Book 7045 Page 384, Tax parcel R41-42B), thence;

N 08°51'09" E a distance of 37.18' to a point, thence;
S 71°34'56" E a distance of 14.17' to a point, thence;
S 74°43'10" E a distance of 40.28' to a point, thence;
S 77°26'40" E a distance of 89.83' to a point, thence;
S 73°58'20" E a distance of 26.49' to a point, thence;
S 68°34'31" E a distance of 26.67' to a point, thence;
S 58°50'14" E a distance of 28.89' to a point, thence;
S 54°03'49" E a distance of 20.88' to a point, thence;
S 44°08'35" E a distance of 29.71' to a point, thence;
S 41°39'30" E a distance of 71.86' to a point, thence;
S 35°05'38" E a distance of 170.37' to a point, thence;
N 43°36'44" E a distance of 19.97' to a point, thence;
along a non-tangent curve to the left with an arc length of 29.02', with a radius of 47.59', with a chord bearing of N 30°39'26" E, with a chord length of 28.57' to a point, thence;
N 16°38'13" E a distance of 213.15' to a point, thence;
N 12°07'00" E a distance of 128.71' to a point, thence;
N 17°57'31" E a distance of 32.89' to a point, thence;
N 36°33'45" E a distance of 31.94' to a point, thence;
along a non-tangent curve to the right with an arc length of 83.97', with a radius of 121.00', with a chord bearing of N 62°19'50" E, with a chord length of 82.29' to a point, thence;
N 82°03'47" E a distance of 179.26' to a point, thence;
along a curve to the right with an arc length of 135.79', with a radius of 98.50', with a chord bearing of S 58°26'40" E, with a chord length of 125.29' to a point, thence;
S 18°57'08" E a distance of 105.77' to a point, thence;
along a curve to the left with an arc length of 28.32', with a radius of 71.50', with a chord bearing of S 30°17'57" E, with a chord length of 28.14' to a point, thence;
S 41°38'46" E a distance of 33.38' to a point, thence;
along a curve to the left with an arc length of 24.93', with a radius of 71.50', with a chord bearing of S 51°38'07" E, with a chord length of 24.81' to a point, thence;
S 61°37'28" E a distance of 28.09' to a point, thence;
S 69°29'03" E a distance of 77.84' to a point, thence;
S 65°54'03" E a distance of 34.95' to a point, thence;
along a curve to the right with an arc length of 39.14', with a radius of 56.50', with a chord bearing of S 46°03'19" E, with a chord length of 38.36' to a point, thence;
S 26°12'34" E a distance of 12.96' to a point, thence;

along a curve to the left with an arc length of 8.93', with a radius of 26.50', with a chord bearing of S 35°51'43" E, with a chord length of 8.89' to a point, thence;
 S 45°30'52" E a distance of 16.13' to a point, thence;
 S 49°50'01" E a distance of 17.65' to a point, thence;
 S 62°20'03" E a distance of 18.01' to a point, thence;
 S 74°21'24" E a distance of 23.97' to a point, thence;
 S 87°13'18" E a distance of 38.38' to a point, thence;
 N 89°02'02" E a distance of 33.68' to a point, thence;
 S 45°36'37" E a distance of 60.76' to a point, thence;
 N 86°22'37" W a distance of 77.83' to a point, thence;
 N 87°13'18" W a distance of 43.76' to a point, thence;
 N 74°21'24" W a distance of 32.04' to a point, thence;
 N 62°20'03" W a distance of 25.96' to a point, thence;
 N 49°50'01" W a distance of 23.10' to a point, thence;
 N 45°30'52" W a distance of 17.52' to a point, thence;
 along a curve to the right with an arc length of 21.40', with a radius of 63.50', with a chord bearing of N 35°51'43" W, with a chord length of 21.29' to a point, thence;
 N 26°12'34" W a distance of 12.96' to a point, thence;
 along a curve to the left with an arc length of 13.51', with a radius of 19.50', with a chord bearing of N 46°03'19" W, with a chord length of 13.24' to a point, thence;
 N 65°54'03" W a distance of 33.79' to a point, thence;
 N 69°29'03" W a distance of 79.22' to a point, thence;
 N 61°37'28" W a distance of 30.63' to a point, thence;
 along a curve to the right with an arc length of 37.83', with a radius of 108.50', with a chord bearing of N 51°38'07" W, with a chord length of 37.64' to a point, thence;
 N 41°38'46" W a distance of 33.38' to a point, thence;
 along a curve to the right with an arc length of 42.97', with a radius of 108.50', with a chord bearing of N 30°17'57" W, with a chord length of 42.69' to a point, thence;
 N 18°57'08" W a distance of 105.77' to a point, thence;
 along a curve to the left with an arc length of 84.78', with a radius of 61.50', with a chord bearing of N 58°26'40" W, with a chord length of 78.22' to a point, thence;
 S 82°03'48" W a distance of 179.36' to a point, thence;
 along a non-tangent curve to the left with an arc length of 103.24', with a radius of 84.00', with a chord bearing of S 47°00'07" W, with a chord length of 96.86' to a point, thence;
 S 11°47'38" W a distance of 126.65' to a point, thence;
 along a curve to the right with an arc length of 22.05', with a radius of 266.00', with a chord bearing of S 14°10'07" W, with a chord length of 22.04' to a point, thence;
 S 16°32'36" W a distance of 188.06' to a point, thence;
 along a curve to the right with an arc length of 54.80', with a radius of 116.00', with a chord bearing of S 30°04'40" W, with a chord length of 54.30' to a point, thence;
 S 43°36'44" W a distance of 68.89' to a point, thence;
 N 31°28'30" W a distance of 105.07' to a point, thence;
 N 36°21'26" W a distance of 166.01' to a point, thence;
 N 41°39'23" W a distance of 35.44' to a point, thence;
 N 53°16'38" W a distance of 22.85' to a point, thence;
 N 62°12'55" W a distance of 18.55' to a point, thence;

N 69°34'22" W a distance of 36.57' to a point, thence;
N 75°57'18" W a distance of 104.81' to a point, thence;
N 80°04'49" W a distance of 24.06' to a point, thence;
N 83°15'10" W a distance of 26.06' to the point of beginning.
Having an area of 70,958 square feet or 1.629 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



N/F
YESAIR FAMILY INVESTMENT TRUST
DEED 38304~221
DEED 38304~230
DEED 38304~234
PLAN 475~79 (LOT 1)

LOCUS
N/F
RUTH A. YESAIR TRUST
DEED 38304~458
PLAN 475~79 (LOT 2)

ACCESS EASEMENT
1.629 AC ±

MAIN STREET

R41-0-43
N/F
BRIAN M. SMALL
DEED 37064~125

R41-0-44
N/F
RICHARD J. CLEMENZI
DEED 7045~384

LOCUS
N/F
RUTH A. YESAIR
DEED 10042~567 DEED 32639~501
PLAN 475~79 (LOT 3)

LINE	BEARING	DISTANCE
L1	N00°51'09"E	37.18'
L2	S71°34'56"E	14.17'
L3	S74°43'10"E	40.28'
L4	S77°28'40"E	89.83'
L5	S73°58'20"E	26.49'
L6	S68°34'31"E	26.67'
L7	S58°50'14"E	28.89'
L8	S54°03'49"E	20.88'
L9	S44°08'35"E	29.71'
L10	S41°39'30"E	71.86'
L11	S35°05'38"E	170.37'
L12	N43°36'44"E	19.97'
L13	N16°38'13"E	213.15'
L14	N12°07'00"E	128.71'
L15	N17°57'31"E	32.89'
L16	N36°33'45"E	31.94'
L17	N82°03'47"E	179.28'
L18	S18°57'08"E	105.77'
L19	S41°38'46"E	33.38'
L20	S61°37'28"E	28.09'
L21	S69°29'03"E	77.84'
L22	S65°54'03"E	34.95'
L23	S26°12'34"E	12.96'
L24	S45°30'52"E	16.13'
L25	S49°50'01"E	17.65'
L26	S62°20'03"E	18.01'
L27	S74°21'24"E	23.97'
L28	S87°13'18"E	38.35'
L29	N89°02'02"E	33.68'
L30	S45°38'37"E	60.76'
L31	N86°22'37"W	77.83'
L32	N87°13'18"W	43.76'
L33	N74°21'24"W	32.04'
L34	N62°20'03"W	25.96'
L35	N49°50'01"W	23.10'
L36	N45°30'52"W	17.52'
L37	N28°12'34"W	12.96'
L38	N65°54'03"W	33.79'
L39	N69°29'03"W	79.22'
L40	N61°37'28"W	30.63'
L41	N41°38'46"W	33.38'
L42	N18°57'08"W	105.77'
L43	S82°03'47"W	179.28'
L44	S11°47'38"W	126.65'
L45	S16°32'36"W	188.06'
L46	S43°36'44"W	68.89'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	47.59'	29.02'	N30°39'26"E	28.57'
C2	121.00'	83.97'	N62°19'50"E	82.29'
C3	98.50'	135.79'	S58°26'40"E	125.29'
C4	71.50'	28.32'	S30°17'57"E	28.14'
C5	71.50'	24.93'	S51°38'07"E	24.81'
C6	56.50'	39.14'	S48°03'19"E	38.36'
C7	26.50'	8.93'	S35°51'43"E	8.89'
C8	63.50'	21.40'	N35°51'43"W	21.29'
C9	19.50'	13.51'	N46°03'19"W	13.24'
C10	108.50'	37.83'	N51°38'07"W	37.64'
C11	108.50'	42.97'	N30°17'57"W	42.69'
C12	61.50'	84.78'	N58°26'40"W	78.22'
C13	84.00'	103.24'	S47°00'07"W	96.86'
C14	268.00'	22.05'	S14°10'07"W	22.04'
C15	118.00'	54.60'	S30°04'40"W	54.30'

LEASE AREA

LINE	BEARING	DISTANCE
L47	N31°28'30"W	105.07'
L48	N38°21'28"W	166.01'
L49	N41°39'23"W	35.44'
L50	N53°18'38"W	22.85'
L51	N62°12'55"W	18.55'
L52	N69°34'22"W	36.57'
L53	N75°57'18"W	104.81'
L54	N80°04'49"W	24.06'
L55	N83°15'10"W	28.06'

UTILITY
EASEMENT

ACCESS EASEMENT PLAN

UTILITY EASEMENT

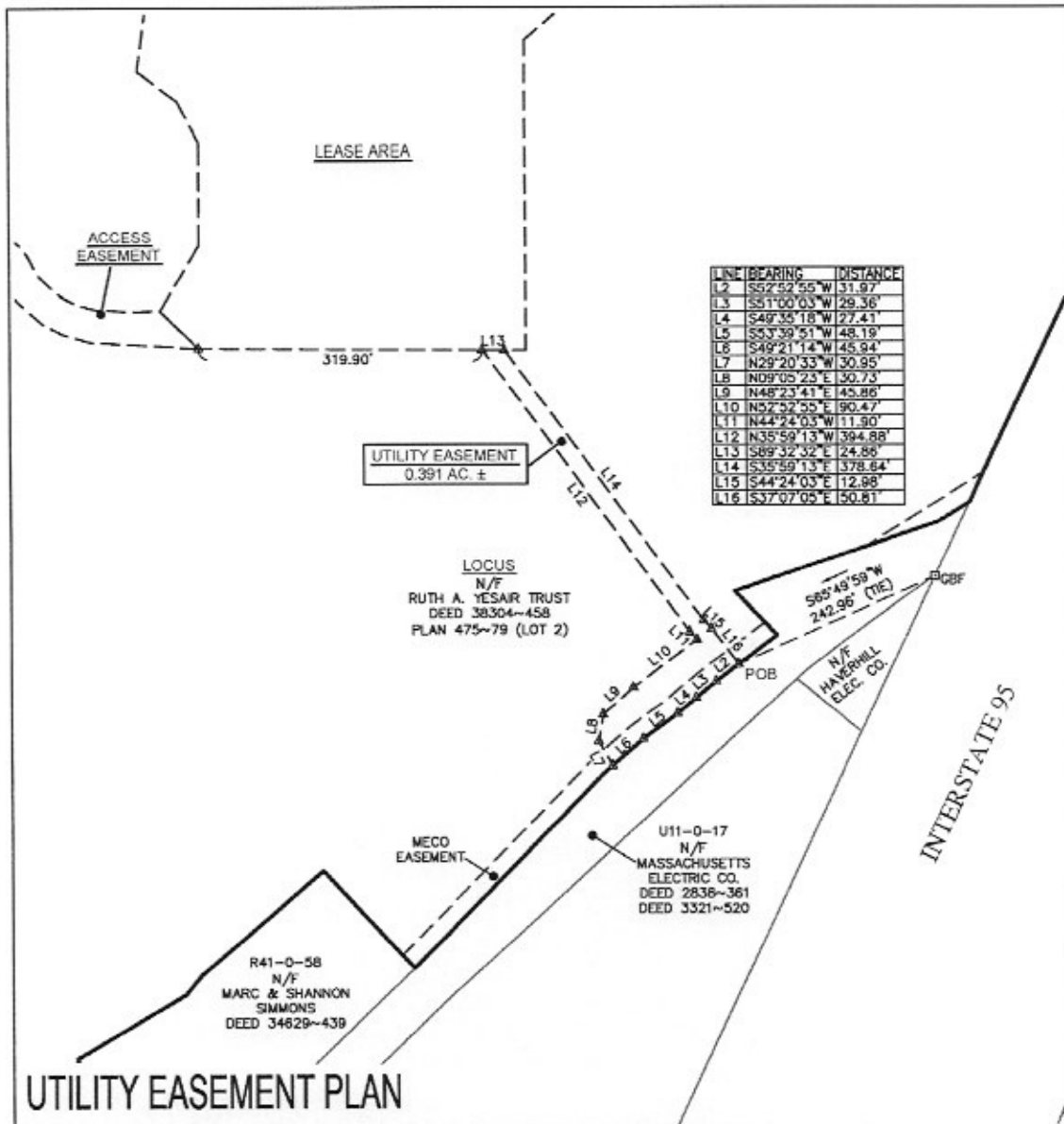
A Utility Easement located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:



Beginning at the southeasterly corner of the Utility Easement herein described, said point being located S65°49'59"W a distance of 242.96' from a granite bound in the westerly line of Interstate 95, said granite bound also being the northerly corner of land of Haverhill Electric Company, thence;

S 52°52'55" W a distance of 31.97' to a point, thence;
S 51°00'03" W a distance of 29.36' to a point, thence;
S 49°35'18" W a distance of 27.41' to a point, thence;
S 53°39'51" W a distance of 48.19' to a point, thence;
S 49°21'14" W a distance of 45.94' to a point, thence;
N 29°20'33" W a distance of 30.95' to a point, thence;
N 09°05'23" E a distance of 30.73' to a point, thence;
N 48°23'41" E a distance of 45.86' to a point, thence;
N 52°52'55" E a distance of 90.47' to a point, thence;
N 44°24'03" W a distance of 11.90' to a point, thence;
N 35°59'13" W a distance of 394.88' to a point, thence;
S 89°32'32" E a distance of 24.86' to a point, thence;
S 35°59'13" E a distance of 378.64' to a point, thence;
S 44°24'03" E a distance of 12.98' to a point, thence;
S 37°07'05" E a distance of 50.81' to the point of beginning.

Having an area of 17,022 square feet or 0.391 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



				136 MAIN STREET NEWBURY, MA		
SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED 8 1/2" X 11"						
REV	DATE	DRAWN	CHECKED	RELEASE LEVEL		BORREGO SOLAR 55 TECHNOLOGY DRIVE, SUITE 102 LOWELL, MA 01851 (888) 898-6273
0	3/5/20	JDG	BCF	SUBMISSION TO CLIENT		
						UTILITY EASEMENT PLAN

Pole Farm Access Easement

An access easement located off the east side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:

Beginning at the southwest corner of the easement area herein described, said point being located S 65°49'59" W a distance of 242.96' from a granite bound found, thence;

N 37°07'05" W a distance of 50.81' to a point, thence;

N 44°24'03" W a distance of 12.98' to a point, thence;

N 35°59'13" W a distance of 21.54' to a point, thence;

Along a curve to the right with an arc length of 43.96', with a radius of 37.00', with a chord bearing of N 24°29'09" E, with a chord length of 41.42' to a point, thence;

N 58°31'25" E a distance of 21.55' to a point, thence;

N 67°36'22" E a distance of 38.12' to a point, thence;

Along a curve to the left with an arc length of 18.61', with a radius of 37.47', with a chord bearing of N 48°04'26" E, with a chord length of 18.42' to a point, thence;

N 03°51'42" E a distance of 59.34' to a point, thence;

N 05°54'10" E a distance of 84.67' to a point, thence;

N 05°54'10" E a distance of 17.13' to a point, thence;

N 40°13'17" E a distance of 41.80' to a point, thence;

N 59°33'31" E a distance of 19.94' to a point, thence;

N 52°05'40" E a distance of 26.77' to a point, thence;

N 52°24'31" E a distance of 25.05' to a point, thence;

N 40°14'17" E a distance of 55.02' to a point, thence;

N 19°35'16" E a distance of 45.99' to a point, thence;

N 05°04'34" E a distance of 27.13' to a point, thence;

N 12°32'08" W a distance of 21.05' to a point, thence;

N 36°20'09" W a distance of 72.72' to a point, thence;

N 55°59'56" W a distance of 49.94' to a point, thence;

N 84°15'21" W a distance of 40.89' to a point, thence;

N 89°15'15" W a distance of 85.15' to a point, thence;

N 81°44'50" W a distance of 50.84' to a point, thence;

N 75°30'52" W a distance of 32.74' to a point, thence;

N 83°59'36" W a distance of 25.51' to a point, thence;

S 89°26'19" W a distance of 58.29' to a point, thence;

S 82°34'35" W a distance of 17.89' to a point, thence;

S 61°52'46" W a distance of 27.75' to a point, thence;

N 00°02'24" E a distance of 40.83' to a point, thence;

N 65°22'48" E a distance of 14.92' to a point, thence;

N 78°39'38" E a distance of 13.34' to a point, thence;

N 44°16'09" E a distance of 12.91' to a point, thence;

N 88°58'01" E a distance of 54.73' to a point, thence;

S 45°24'52" E a distance of 11.33' to a point, thence;

S 85°15'48" E a distance of 29.18' to a point, thence;

S 79°15'16" E a distance of 85.18' to a point, thence;

S 89°14'05" E a distance of 85.42' to a point, thence;

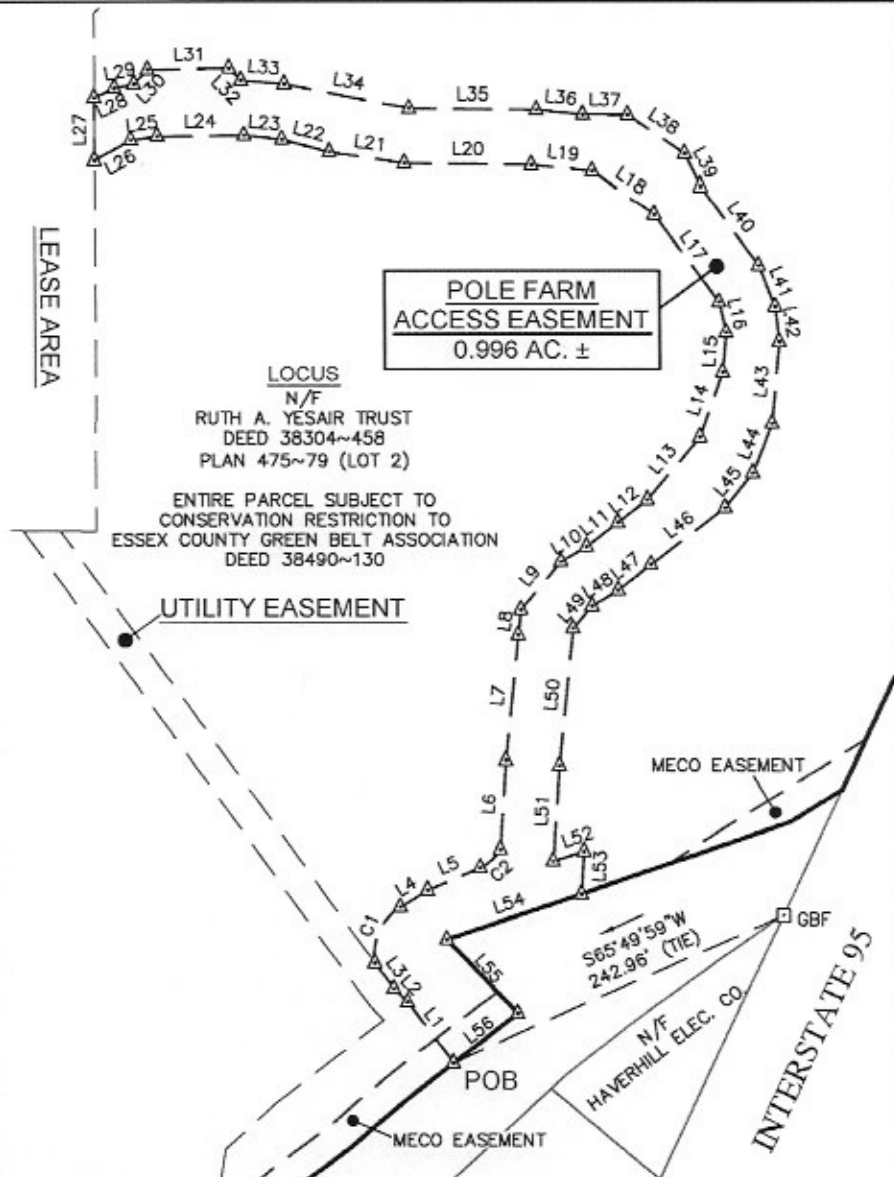
S 84°15'21" E a distance of 31.24' to a point, thence;
S 89°41'19" E a distance of 29.97' to a point, thence;
S 56°18'44" E a distance of 45.68' to a point, thence;
S 26°52'48" E a distance of 23.18' to a point, thence;
S 36°20'09" E a distance of 65.04' to a point, thence;
S 21°42'59" E a distance of 29.85' to a point, thence;
S 06°14'42" E a distance of 23.96' to a point, thence;
S 05°04'34" W a distance of 55.54' to a point, thence;
S 22°05'38" W a distance of 35.50' to a point, thence;
S 38°42'40" W a distance of 29.76' to a point, thence;
S 52°24'31" W a distance of 62.95' to a point, thence;
S 52°05'40" W a distance of 27.95' to a point, thence;
S 59°21'27" W a distance of 20.41' to a point, thence;
S 40°30'48" W a distance of 19.80' to a point, thence;
S 05°53'45" W a distance of 92.58' to a point, thence;
S 04°00'11" W a distance of 63.78' to a point, thence;
N 72°09'42" E a distance of 21.70' to a point, thence;
S 03°41'04" W a distance of 28.09' to a point, thence;
S 71°19'21" W a distance of 95.51' to a point, thence;
S 43°18'23" E a distance of 69.22' to a point, thence;
S 52°52'55" W a distance of 54.33' to the point of beginning,
having an area of 43,382 square feet or 0.996 acres, more or less.

A portion of said Pole Farm Access Easement is subject to an easement to Massachusetts Electric Company described in Deed Book 2829 Page 80.

The entire Pole Farm Access Easement is subject to a conservation restriction described in Deed Book 38490 Page 130.

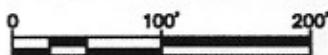
[ASSOCIATED PLAN ON NEXT PAGE]

LINE	BEARING	DISTANCE
L1	N37°07'05"W	50.81'
L2	N44°24'03"W	12.98'
L3	N35°59'13"W	21.54'
L4	N58°31'25"E	21.55'
L5	N67°36'22"E	38.12'
L6	N03°51'42"E	59.34'
L7	N05°54'10"E	84.67'
L8	N05°54'10"E	17.13'
L9	N40°13'17"E	41.80'
L10	N59°33'31"E	19.94'
L11	N52°05'40"E	26.77'
L12	N52°24'31"E	25.05'
L13	N40°14'17"E	55.02'
L14	N19°35'16"E	45.99'
L15	N05°04'34"E	27.13'
L16	N12°32'08"W	21.05'
L17	N36°20'09"W	72.72'
L18	N55°59'56"W	49.94'
L19	N84°15'21"W	40.89'
L20	N89°15'15"W	85.15'
L21	N81°44'50"W	50.84'
L22	N75°30'52"W	32.74'
L23	N83°59'36"W	25.51'
L24	S89°26'19"W	58.29'
L25	S82°34'35"W	17.89'
L26	S61°52'46"W	27.75'
L27	N00°02'24"E	40.83'
L28	N65°22'48"E	14.92'
L29	N78°39'38"E	13.34'
L30	N44°18'09"E	12.91'
L31	N88°58'01"E	54.73'
L32	S45°24'52"E	11.33'
L33	S85°15'48"E	29.18'
L34	S79°15'16"E	85.18'
L35	S89°14'05"E	85.42'
L36	S84°15'21"E	31.24'
L37	S89°41'19"E	29.97'
L38	S56°18'44"E	45.68'
L39	S26°52'48"E	23.18'
L40	S36°20'09"E	65.04'
L41	S21°42'59"E	29.85'
L42	S06°14'42"E	23.96'
L43	S05°04'34"W	55.54'
L44	S22°05'38"W	35.50'
L45	S38°42'40"W	29.76'
L46	S52°24'31"W	62.95'
L47	S52°05'40"W	27.95'
L48	S59°21'27"W	20.41'
L49	S40°30'48"W	19.80'
L50	S05°53'45"W	92.58'
L51	S04°00'11"W	63.78'
L52	N72°09'42"E	21.70'
L53	S03°41'04"W	28.09'
L54	S71°19'21"W	95.51'
L55	S43°18'23"E	69.22'
L56	S52°52'55"W	54.33'



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	37.00'	43.96'	N24°29'09"E	41.42'
C2	37.47'	18.61'	N48°04'26"E	18.42'

EASEMENT PLAN



SCALES STATED ON DRAWINGS
ARE VALID ONLY WHEN PLOTTED
8 1/2" X 11"

136 MAIN STREET
NEWBURY, MA



REV	DATE	DRAWN	CHECKED
0	10/15/21	JDG	BCF

RELEASE LEVEL
SUBMISSION TO CLIENT

BORREGO SOLAR
55 TECHNOLOGY DRIVE, SUITE 102
LOWELL, MA 01851
(888) 898-6273

POLE FARM ACCESS
EASEMENT PLAN

SCHEDULE 2

AMENDED AND RESTATED NOTICE OF LEASE

[See attached]

AMENDED AND RESTATED NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, notice is hereby given of the Option and Lease Agreement dated October 11, 2019 and amended on March 10, 2020 and November 2, 2021 (the "*Lease*"). This Amended and Restated Notice of Lease amends and restates that Notice of Lease recorded in the So. Essex Registry of Deeds in Book 38335 Page 001.

LESSOR: RUTH A. YESAIR, individually and as Trustee of the RUTH A. YESAIR TRUST, u/d/t dated June 27, 2013

LESSEE: MAIN STREET NEWBURY SOLAR 1, LLC, a Delaware limited liability company.

DESCRIPTION OF PREMISES: The Premises consists of approximately 16.41 acres located at the Property owned by Lessor and commonly known as 136 North Main Street, Newbury, MA consisting of approximately 87 acres. 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 February 21, 2020 and recorded at the Essex County (Southern District) Registry of Deeds at Book 38304, Page 458, and dated May 31, 1989 and recorded with said Deeds at Book 10042, Page 567 and dated June 25, 2013 and recorded with said Deeds at Book 32639, Page 501.

OPTION COMMENCEMENT DATE: October 11, 2019

LEASE COMMENCEMENT DATE: The date Lessee exercises the Option.

TERM OF OPTION: Five Hundred Forty (540) 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.

EASEMENTS: The Easements are more particularly described in Exhibit A attached hereto. The term of the Easements are co-extensive with the term of the Lease.

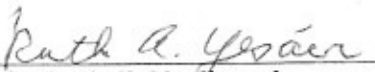
NO FIXTURE:

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.

[SIGNATURE PAGE FOLLOWS]

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

LESSOR:


RUTH A. YESAIR, individually and as
Trustee of the **RUTH A. YESAIR TRUST**,
u/d/t dated June 27, 2013

LESSEE:

MAIN STREET NEWBURY SOLAR 1, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Essex) ss.

On this 4th day of November, 2024, before me, the undersigned notary public, personally appeared Ruth A. Yessier (name of document signer), proved to me through satisfactory evidence of identification, which were Photo ID (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.



[Signature]
Notary Public
Print Name Johanna H. DiFranzo
My commission expires 9/24/25

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF _____) ss.

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 _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

On 11/3/2021 before me, Ari Fontanilla, Notary Public
(insert name and title of the officer)

personally appeared John Woody
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 馮愛昆 (Seal)

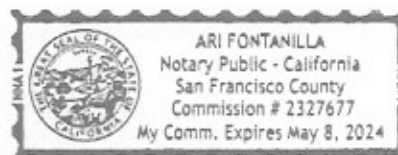


EXHIBIT A
to
Memorandum of Option and Lease
PREMISES LEGAL DESCRIPTION

LEASE AREA

A Lease Area located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:

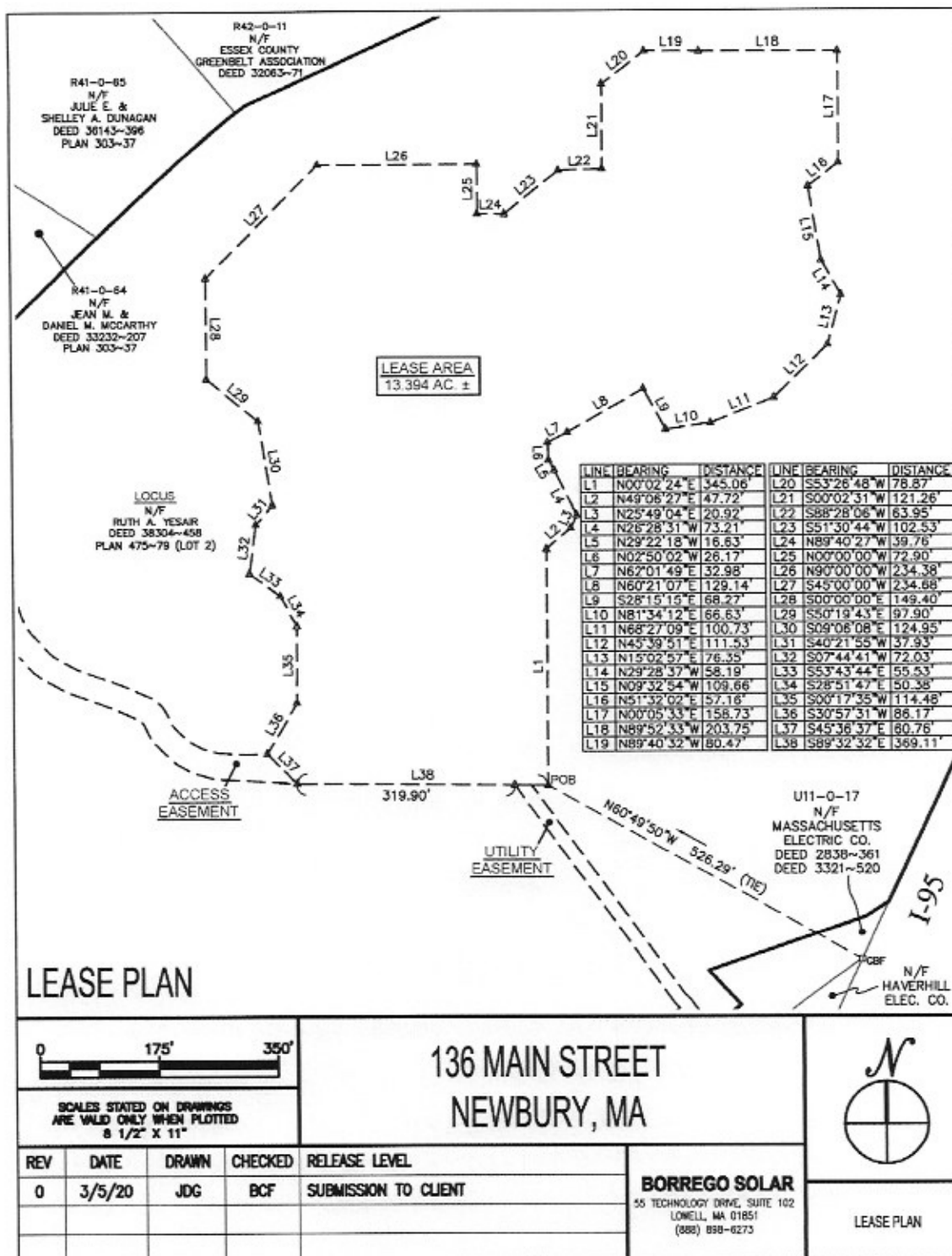
Beginning at a point in the easterly line of Main Street, said point being the southwesterly corner of the Lease Area herein described, said point being located N60°49'50"W a distance of 526.29' from a granite bound in the westerly line of Interstate 95, said granite bound also being the northerly corner of land of Haverhill Electric Company, thence;

N 00°02'24" E a distance of 345.06' to a point, thence;
N 49°06'27" E a distance of 47.72' to a point, thence;
N 25°49'04" E a distance of 20.92' to a point, thence;
N 26°28'31" W a distance of 73.21' to a point, thence;
N 29°22'18" W a distance of 16.63' to a point, thence;
N 02°50'02" W a distance of 26.17' to a point, thence;
N 62°01'49" E a distance of 32.98' to a point, thence;
N 60°21'07" E a distance of 129.14' to a point, thence;
S 28°15'15" E a distance of 68.27' to a point, thence;
N 81°34'12" E a distance of 66.63' to a point, thence;
N 68°27'09" E a distance of 100.73' to a point, thence;
N 45°39'51" E a distance of 111.53' to a point, thence;
N 15°02'57" E a distance of 76.35' to a point, thence;
N 29°28'37" W a distance of 58.19' to a point, thence;
N 09°32'54" W a distance of 109.66' to a point, thence;
N 51°32'02" E a distance of 57.16' to a point, thence;
N 00°05'33" E a distance of 158.73' to a point, thence;
N 89°52'33" W a distance of 203.75' to a point, thence;
N 89°40'32" W a distance of 80.47' to a point, thence;
S 53°26'48" W a distance of 78.87' to a point, thence;
S 00°02'31" W a distance of 121.26' to a point, thence;
S 88°28'06" W a distance of 63.95' to a point, thence;
S 51°30'44" W a distance of 102.53' to a point, thence;
N 89°40'27" W a distance of 39.76' to a point, thence;
N 00°00'00" W a distance of 72.90' to a point, thence;
N 90°00'00" W a distance of 234.38' to a point, thence;
S 45°00'00" W a distance of 234.68' to a point, thence;
S 00°00'00" E a distance of 149.40' to a point, thence;
S 50°19'43" E a distance of 97.90' to a point, thence;

S 09°06'08" E a distance of 124.95' to a point, thence;
S 40°21'55" W a distance of 37.93' to a point, thence;
S 07°44'41" W a distance of 72.03' to a point, thence;
S 53°43'44" E a distance of 55.53' to a point, thence;
S 28°51'47" E a distance of 50.38' to a point, thence;
S 00°17'35" W a distance of 114.48' to a point, thence;
S 30°57'31" W a distance of 86.17' to a point, thence;
S 45°36'37" E a distance of 60.76' to a point, thence;
S 89°32'32" E a distance of 369.11' to the point of beginning.

Having an area of 583,445 square feet or 13.394 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



ACCESS EASEMENT

An Access Easement located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of Ruth A. Yesair (Deed Book 10042 Page 567 & Deed Book 32639 Page 501) and the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:

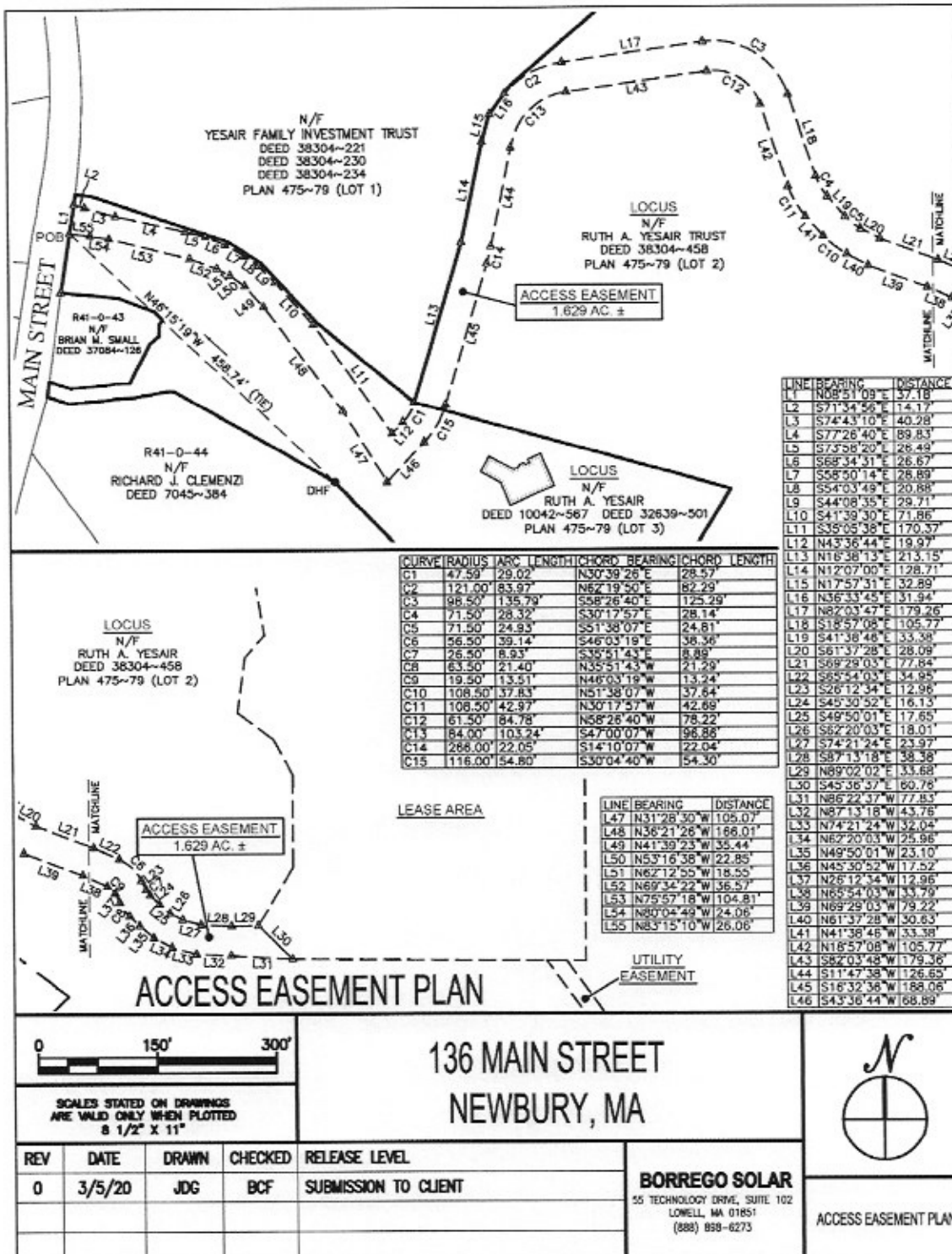
Beginning at a point on the easterly sideline of Main Street, said point being located N46°15'19"W a distance of 458.74' from a drill hole found in the northeasterly line of land of Richard J. Clemenzi (Deed Book 7045 Page 384, Tax parcel R41-42B), thence;

N 08°51'09" E a distance of 37.18' to a point, thence;
S 71°34'56" E a distance of 14.17' to a point, thence;
S 74°43'10" E a distance of 40.28' to a point, thence;
S 77°26'40" E a distance of 89.83' to a point, thence;
S 73°58'20" E a distance of 26.49' to a point, thence;
S 68°34'31" E a distance of 26.67' to a point, thence;
S 58°50'14" E a distance of 28.89' to a point, thence;
S 54°03'49" E a distance of 20.88' to a point, thence;
S 44°08'35" E a distance of 29.71' to a point, thence;
S 41°39'30" E a distance of 71.86' to a point, thence;
S 35°05'38" E a distance of 170.37' to a point, thence;
N 43°36'44" E a distance of 19.97' to a point, thence;
along a non-tangent curve to the left with an arc length of 29.02', with a radius of 47.59', with a chord bearing of N 30°39'26" E, with a chord length of 28.57' to a point, thence;
N 16°38'13" E a distance of 213.15' to a point, thence;
N 12°07'00" E a distance of 128.71' to a point, thence;
N 17°57'31" E a distance of 32.89' to a point, thence;
N 36°33'45" E a distance of 31.94' to a point, thence;
along a non-tangent curve to the right with an arc length of 83.97', with a radius of 121.00', with a chord bearing of N 62°19'50" E, with a chord length of 82.29' to a point, thence;
N 82°03'47" E a distance of 179.26' to a point, thence;
along a curve to the right with an arc length of 135.79', with a radius of 98.50', with a chord bearing of S 58°26'40" E, with a chord length of 125.29' to a point, thence;
S 18°57'08" E a distance of 105.77' to a point, thence;
along a curve to the left with an arc length of 28.32', with a radius of 71.50', with a chord bearing of S 30°17'57" E, with a chord length of 28.14' to a point, thence;
S 41°38'46" E a distance of 33.38' to a point, thence;
along a curve to the left with an arc length of 24.93', with a radius of 71.50', with a chord bearing of S 51°38'07" E, with a chord length of 24.81' to a point, thence;
S 61°37'28" E a distance of 28.09' to a point, thence;
S 69°29'03" E a distance of 77.84' to a point, thence;
S 65°54'03" E a distance of 34.95' to a point, thence;
along a curve to the right with an arc length of 39.14', with a radius of 56.50', with a chord bearing of S 46°03'19" E, with a chord length of 38.36' to a point, thence;
S 26°12'34" E a distance of 12.96' to a point, thence;

along a curve to the left with an arc length of 8.93', with a radius of 26.50', with a chord bearing of S 35°51'43" E, with a chord length of 8.89' to a point, thence;
 S 45°30'52" E a distance of 16.13' to a point, thence;
 S 49°50'01" E a distance of 17.65' to a point, thence;
 S 62°20'03" E a distance of 18.01' to a point, thence;
 S 74°21'24" E a distance of 23.97' to a point, thence;
 S 87°13'18" E a distance of 38.38' to a point, thence;
 N 89°02'02" E a distance of 33.68' to a point, thence;
 S 45°36'37" E a distance of 60.76' to a point, thence;
 N 86°22'37" W a distance of 77.83' to a point, thence;
 N 87°13'18" W a distance of 43.76' to a point, thence;
 N 74°21'24" W a distance of 32.04' to a point, thence;
 N 62°20'03" W a distance of 25.96' to a point, thence;
 N 49°50'01" W a distance of 23.10' to a point, thence;
 N 45°30'52" W a distance of 17.52' to a point, thence;
 along a curve to the right with an arc length of 21.40', with a radius of 63.50', with a chord bearing of N 35°51'43" W, with a chord length of 21.29' to a point, thence;
 N 26°12'34" W a distance of 12.96' to a point, thence;
 along a curve to the left with an arc length of 13.51', with a radius of 19.50', with a chord bearing of N 46°03'19" W, with a chord length of 13.24' to a point, thence;
 N 65°54'03" W a distance of 33.79' to a point, thence;
 N 69°29'03" W a distance of 79.22' to a point, thence;
 N 61°37'28" W a distance of 30.63' to a point, thence;
 along a curve to the right with an arc length of 37.83', with a radius of 108.50', with a chord bearing of N 51°38'07" W, with a chord length of 37.64' to a point, thence;
 N 41°38'46" W a distance of 33.38' to a point, thence;
 along a curve to the right with an arc length of 42.97', with a radius of 108.50', with a chord bearing of N 30°17'57" W, with a chord length of 42.69' to a point, thence;
 N 18°57'08" W a distance of 105.77' to a point, thence;
 along a curve to the left with an arc length of 84.78', with a radius of 61.50', with a chord bearing of N 58°26'40" W, with a chord length of 78.22' to a point, thence;
 S 82°03'48" W a distance of 179.36' to a point, thence;
 along a non-tangent curve to the left with an arc length of 103.24', with a radius of 84.00', with a chord bearing of S 47°00'07" W, with a chord length of 96.86' to a point, thence;
 S 11°47'38" W a distance of 126.65' to a point, thence;
 along a curve to the right with an arc length of 22.05', with a radius of 266.00', with a chord bearing of S 14°10'07" W, with a chord length of 22.04' to a point, thence;
 S 16°32'36" W a distance of 188.06' to a point, thence;
 along a curve to the right with an arc length of 54.80', with a radius of 116.00', with a chord bearing of S 30°04'40" W, with a chord length of 54.30' to a point, thence;
 S 43°36'44" W a distance of 68.89' to a point, thence;
 N 31°28'30" W a distance of 105.07' to a point, thence;
 N 36°21'26" W a distance of 166.01' to a point, thence;
 N 41°39'23" W a distance of 35.44' to a point, thence;
 N 53°16'38" W a distance of 22.85' to a point, thence;
 N 62°12'55" W a distance of 18.55' to a point, thence;

N 69°34'22" W a distance of 36.57' to a point, thence;
N 75°57'18" W a distance of 104.81' to a point, thence;
N 80°04'49" W a distance of 24.06' to a point, thence;
N 83°15'10" W a distance of 26.06' to the point of beginning.
Having an area of 70,958 square feet or 1.629 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	47.50'	29.02'	N30°39'26"E	28.57'
C2	121.00'	83.97'	N67°19'50"E	82.29'
C3	98.50'	135.79'	S58°26'40"E	125.29'
C4	71.50'	28.32'	S30°17'57"E	28.14'
C5	71.50'	24.93'	S51°38'07"E	24.81'
C6	56.50'	39.14'	S46°03'19"E	38.36'
C7	26.50'	8.93'	S35°51'43"E	8.89'
C8	63.50'	21.40'	N35°51'43"W	21.29'
C9	19.50'	13.51'	N46°03'19"W	13.24'
C10	108.50'	37.83'	N51°38'07"W	37.64'
C11	108.50'	42.97'	N30°17'57"W	42.69'
C12	61.50'	84.78'	N58°26'40"W	78.22'
C13	84.00'	103.24'	S47°00'07"W	98.88'
C14	288.00'	22.05'	S14°10'07"W	22.04'
C15	116.00'	54.80'	S30°04'40"W	54.30'

LINE	BEARING	DISTANCE
L1	N08°51'09"E	57.18'
L2	S71°34'56"E	14.17'
L3	S74°43'10"E	40.28'
L4	S77°26'40"E	89.83'
L5	S75°56'20"E	28.49'
L6	S68°34'31"E	26.67'
L7	S58°50'14"E	28.89'
L8	S54°03'49"E	20.88'
L9	S44°08'35"E	29.71'
L10	S41°39'30"E	71.86'
L11	S38°05'38"E	170.37'
L12	N43°36'44"E	19.97'
L13	N18°38'13"E	213.15'
L14	N12°07'00"E	128.71'
L15	N17°57'31"E	32.89'
L16	N36°33'45"E	31.94'
L17	N82°03'47"E	179.26'
L18	S18°57'08"E	105.77'
L19	S41°38'48"E	33.38'
L20	S61°37'28"E	28.09'
L21	S69°29'03"E	77.84'
L22	S65°54'03"E	34.95'
L23	S26°12'34"E	12.96'
L24	S45°30'52"E	16.13'
L25	S49°50'01"E	17.65'
L26	S62°20'03"E	18.01'
L27	S74°21'24"E	23.97'
L28	S87°13'18"E	38.38'
L29	N89°02'02"E	33.68'
L30	S45°36'37"E	60.78'
L31	N86°22'37"E	77.83'
L32	N87°13'18"W	43.76'
L33	N74°21'24"W	32.04'
L34	N62°20'03"W	25.96'
L35	N49°50'01"W	23.10'
L36	N45°30'52"W	17.52'
L37	N26°12'34"W	12.96'
L38	N65°54'03"W	33.79'
L39	N69°29'03"W	79.22'
L40	N61°37'28"W	30.63'
L41	N41°38'46"W	33.38'
L42	N18°57'08"W	105.77'
L43	S82°03'48"W	179.36'
L44	S11°47'38"W	126.65'
L45	S16°32'36"W	188.06'
L46	S43°36'44"W	68.89'

LINE	BEARING	DISTANCE
L1	N08°51'09"E	57.18'
L2	S71°34'56"E	14.17'
L3	S74°43'10"E	40.28'
L4	S77°26'40"E	89.83'
L5	S75°56'20"E	28.49'
L6	S68°34'31"E	26.67'
L7	S58°50'14"E	28.89'
L8	S54°03'49"E	20.88'
L9	S44°08'35"E	29.71'
L10	S41°39'30"E	71.86'
L11	S38°05'38"E	170.37'
L12	N43°36'44"E	19.97'
L13	N18°38'13"E	213.15'
L14	N12°07'00"E	128.71'
L15	N17°57'31"E	32.89'
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L17	N82°03'47"E	179.26'
L18	S18°57'08"E	105.77'
L19	S41°38'48"E	33.38'
L20	S61°37'28"E	28.09'
L21	S69°29'03"E	77.84'
L22	S65°54'03"E	34.95'
L23	S26°12'34"E	12.96'
L24	S45°30'52"E	16.13'
L25	S49°50'01"E	17.65'
L26	S62°20'03"E	18.01'
L27	S74°21'24"E	23.97'
L28	S87°13'18"E	38.38'
L29	N89°02'02"E	33.68'
L30	S45°36'37"E	60.78'
L31	N86°22'37"E	77.83'
L32	N87°13'18"W	43.76'
L33	N74°21'24"W	32.04'
L34	N62°20'03"W	25.96'
L35	N49°50'01"W	23.10'
L36	N45°30'52"W	17.52'
L37	N26°12'34"W	12.96'
L38	N65°54'03"W	33.79'
L39	N69°29'03"W	79.22'
L40	N61°37'28"W	30.63'
L41	N41°38'46"W	33.38'
L42	N18°57'08"W	105.77'
L43	S82°03'48"W	179.36'
L44	S11°47'38"W	126.65'
L45	S16°32'36"W	188.06'
L46	S43°36'44"W	68.89'

UTILITY EASEMENT

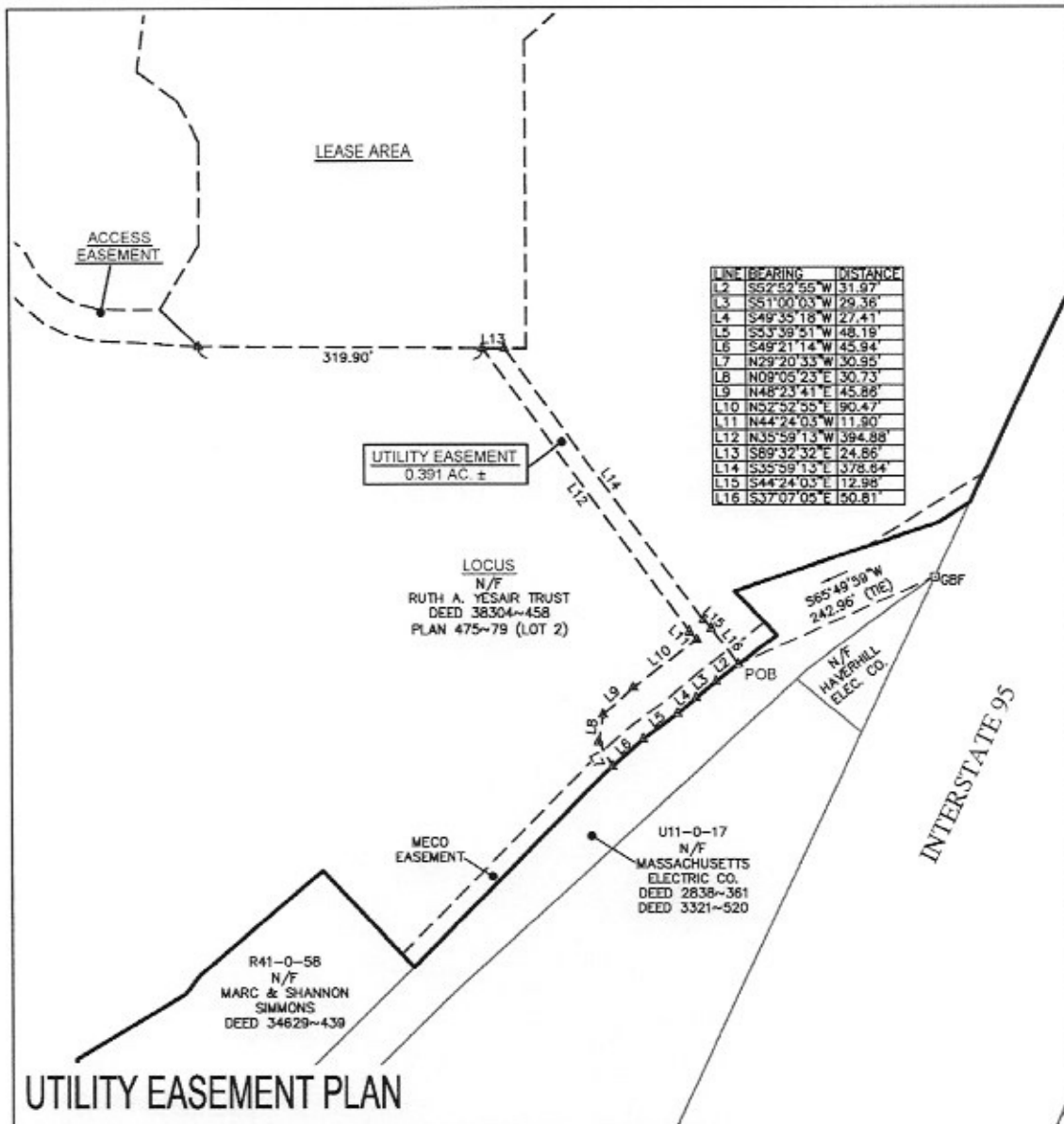
A Utility Easement located on the easterly side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:

Beginning at the southeasterly corner of the Utility Easement herein described, said point being located S65°49'59"W a distance of 242.96' from a granite bound in the westerly line of Interstate 95, said granite bound also being the northerly corner of land of Haverhill Electric Company, thence;

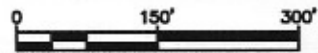
S 52°52'55" W a distance of 31.97' to a point, thence;
S 51°00'03" W a distance of 29.36' to a point, thence;
S 49°35'18" W a distance of 27.41' to a point, thence;
S 53°39'51" W a distance of 48.19' to a point, thence;
S 49°21'14" W a distance of 45.94' to a point, thence;
N 29°20'33" W a distance of 30.95' to a point, thence;
N 09°05'23" E a distance of 30.73' to a point, thence;
N 48°23'41" E a distance of 45.86' to a point, thence;
N 52°52'55" E a distance of 90.47' to a point, thence;
N 44°24'03" W a distance of 11.90' to a point, thence;
N 35°59'13" W a distance of 394.88' to a point, thence;
S 89°32'32" E a distance of 24.86' to a point, thence;
S 35°59'13" E a distance of 378.64' to a point, thence;
S 44°24'03" E a distance of 12.98' to a point, thence;
S 37°07'05" E a distance of 50.81' to the point of beginning.

Having an area of 17,022 square feet or 0.391 acres, more or less.

[ASSOCIATED PLAN ON NEXT PAGE]



LINE	BEARING	DISTANCE
L2	S52°52'55" W	31.97
L3	S51°00'03" W	29.36
L4	S49°35'18" W	27.41
L5	S53°39'51" W	48.19
L6	S49°21'14" W	45.94
L7	N29°20'33" W	30.95
L8	N09°05'23" E	30.73
L9	N48°23'41" E	45.86
L10	N52°52'55" E	90.47
L11	N44°24'03" W	11.90
L12	N35°59'13" W	394.88
L13	S89°32'32" E	24.86
L14	S35°59'13" E	378.64
L15	S44°24'03" E	12.98
L16	S37°07'05" E	150.81



SCALES STATED ON DRAWINGS
ARE VALID ONLY WHEN PLOTTED
8 1/2" X 11"

136 MAIN STREET
NEWBURY, MA



REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
0	3/5/20	JDG	BCF	SUBMISSION TO CLIENT

BORREGO SOLAR
55 TECHNOLOGY DRIVE, SUITE 102
LOWELL, MA 01851
(866) 690-6273

UTILITY EASEMENT PLAN

Pole Farm Access Easement

An access easement located off the east side of Main Street in the Town of Newbury, Essex County, Commonwealth of Massachusetts, and being a portion of land of the Ruth A. Yesair Trust (Deed Book 38304 Page 458), bounded and described as follows:

Beginning at the southwest corner of the easement area herein described, said point being located S 65°49'59" W a distance of 242.96' from a granite bound found, thence;

N 37°07'05" W a distance of 50.81' to a point, thence;

N 44°24'03" W a distance of 12.98' to a point, thence;

N 35°59'13" W a distance of 21.54' to a point, thence;

Along a curve to the right with an arc length of 43.96', with a radius of 37.00', with a chord bearing of N 24°29'09" E, with a chord length of 41.42' to a point, thence;

N 58°31'25" E a distance of 21.55' to a point, thence;

N 67°36'22" E a distance of 38.12' to a point, thence;

Along a curve to the left with an arc length of 18.61', with a radius of 37.47', with a chord bearing of N 48°04'26" E, with a chord length of 18.42' to a point, thence;

N 03°51'42" E a distance of 59.34' to a point, thence;

N 05°54'10" E a distance of 84.67' to a point, thence;

N 05°54'10" E a distance of 17.13' to a point, thence;

N 40°13'17" E a distance of 41.80' to a point, thence;

N 59°33'31" E a distance of 19.94' to a point, thence;

N 52°05'40" E a distance of 26.77' to a point, thence;

N 52°24'31" E a distance of 25.05' to a point, thence;

N 40°14'17" E a distance of 55.02' to a point, thence;

N 19°35'16" E a distance of 45.99' to a point, thence;

N 05°04'34" E a distance of 27.13' to a point, thence;

N 12°32'08" W a distance of 21.05' to a point, thence;

N 36°20'09" W a distance of 72.72' to a point, thence;

N 55°59'56" W a distance of 49.94' to a point, thence;

N 84°15'21" W a distance of 40.89' to a point, thence;

N 89°15'15" W a distance of 85.15' to a point, thence;

N 81°44'50" W a distance of 50.84' to a point, thence;

N 75°30'52" W a distance of 32.74' to a point, thence;

N 83°59'36" W a distance of 25.51' to a point, thence;

S 89°26'19" W a distance of 58.29' to a point, thence;

S 82°34'35" W a distance of 17.89' to a point, thence;

S 61°52'46" W a distance of 27.75' to a point, thence;

N 00°02'24" E a distance of 40.83' to a point, thence;

N 65°22'48" E a distance of 14.92' to a point, thence;

N 78°39'38" E a distance of 13.34' to a point, thence;

N 44°16'09" E a distance of 12.91' to a point, thence;

N 88°58'01" E a distance of 54.73' to a point, thence;

S 45°24'52" E a distance of 11.33' to a point, thence;

S 85°15'48" E a distance of 29.18' to a point, thence;

S 79°15'16" E a distance of 85.18' to a point, thence;

S 89°14'05" E a distance of 85.42' to a point, thence;

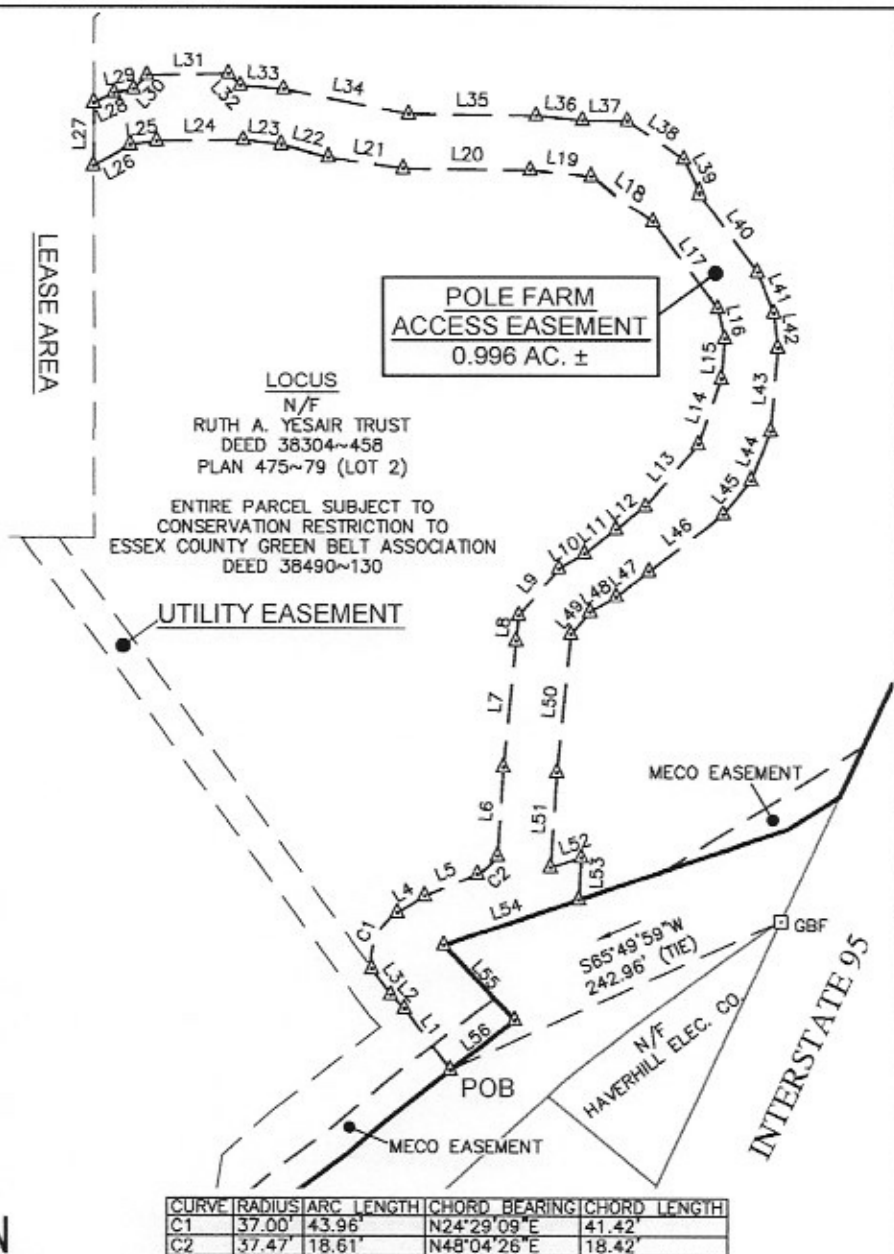
S 84°15'21" E a distance of 31.24' to a point, thence;
S 89°41'19" E a distance of 29.97' to a point, thence;
S 56°18'44" E a distance of 45.68' to a point, thence;
S 26°52'48" E a distance of 23.18' to a point, thence;
S 36°20'09" E a distance of 65.04' to a point, thence;
S 21°42'59" E a distance of 29.85' to a point, thence;
S 06°14'42" E a distance of 23.96' to a point, thence;
S 05°04'34" W a distance of 55.54' to a point, thence;
S 22°05'38" W a distance of 35.50' to a point, thence;
S 38°42'40" W a distance of 29.76' to a point, thence;
S 52°24'31" W a distance of 62.95' to a point, thence;
S 52°05'40" W a distance of 27.95' to a point, thence;
S 59°21'27" W a distance of 20.41' to a point, thence;
S 40°30'48" W a distance of 19.80' to a point, thence;
S 05°53'45" W a distance of 92.58' to a point, thence;
S 04°00'11" W a distance of 63.78' to a point, thence;
N 72°09'42" E a distance of 21.70' to a point, thence;
S 03°41'04" W a distance of 28.09' to a point, thence;
S 71°19'21" W a distance of 95.51' to a point, thence;
S 43°18'23" E a distance of 69.22' to a point, thence;
S 52°52'55" W a distance of 54.33' to the point of beginning,
having an area of 43,382 square feet or 0.996 acres, more or less.

A portion of said Pole Farm Access Easement is subject to an easement to Massachusetts Electric Company described in Deed Book 2829 Page 80.

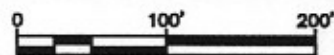
The entire Pole Farm Access Easement is subject to a conservation restriction described in Deed Book 38490 Page 130.

[ASSOCIATED PLAN ON NEXT PAGE]

LINE	BEARING	DISTANCE
L1	N37°07'05"W	50.81'
L2	N44°24'03"W	12.98'
L3	N35°59'13"W	21.54'
L4	N58°31'25"E	21.55'
L5	N67°36'22"E	38.12'
L6	N03°51'42"E	59.34'
L7	N05°54'10"E	84.67'
L8	N05°54'10"E	17.13'
L9	N40°13'17"E	41.80'
L10	N59°33'31"E	19.94'
L11	N52°05'40"E	26.77'
L12	N52°24'31"E	25.05'
L13	N40°14'17"E	55.02'
L14	N19°35'16"E	45.99'
L15	N05°04'34"E	27.13'
L16	N12°32'08"W	21.05'
L17	N36°20'09"W	72.72'
L18	N55°59'56"W	49.94'
L19	N84°15'21"W	40.89'
L20	N89°15'15"W	85.15'
L21	N81°44'50"W	50.84'
L22	N75°30'52"W	32.74'
L23	N83°59'36"W	25.51'
L24	S89°26'19"W	58.29'
L25	S82°34'35"W	17.89'
L26	S61°52'46"W	27.75'
L27	N00°02'24"E	40.83'
L28	N65°22'48"E	14.92'
L29	N78°39'38"E	13.34'
L30	N44°16'09"E	12.91'
L31	N88°58'01"E	54.73'
L32	S45°24'52"E	11.33'
L33	S85°15'48"E	29.18'
L34	S79°15'16"E	85.18'
L35	S89°14'05"E	85.42'
L36	S84°15'21"E	31.24'
L37	S89°41'19"E	29.97'
L38	S56°18'44"E	45.68'
L39	S26°52'48"E	23.18'
L40	S36°20'09"E	65.04'
L41	S21°42'59"E	29.85'
L42	S06°14'42"E	23.96'
L43	S05°04'34"W	55.54'
L44	S22°05'38"W	35.50'
L45	S38°42'40"W	29.76'
L46	S52°24'31"W	62.95'
L47	S52°05'40"W	27.95'
L48	S59°21'27"W	20.41'
L49	S40°30'48"W	19.80'
L50	S05°53'45"W	92.58'
L51	S04°00'11"W	63.78'
L52	N72°09'42"E	21.70'
L53	S03°41'04"W	28.09'
L54	S71°19'21"W	95.51'
L55	S43°18'23"E	69.22'
L56	S52°52'55"W	54.33'



EASEMENT PLAN



SCALES STATED ON DRAWINGS
ARE VALID ONLY WHEN PLOTTED
8 1/2" X 11"

136 MAIN STREET
NEWBURY, MA



REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
0	10/15/21	JDG	BCF	SUBMISSION TO CLIENT

BORREGO SOLAR
55 TECHNOLOGY DRIVE, SUITE 102
LOWELL, MA 01851
(888) 898-8273

POLE FARM ACCESS
EASEMENT PLAN

Appendix C: Conservation Restriction

26
NE7
JC7

GRANTOR: Ruth A. Yesair, Trustee of the Ruth A. Yesair Trust u/d/t dated June 27, 2013
GRANTEE: Essex County Greenbelt Association, Inc.
ADDRESS OF PREMISES: Main Street, Newbury, MA
FOR GRANTOR'S TITLE SEE: Southern Essex District
Registry of Deeds at Book 38304, Page 458.

CONSERVATION RESTRICTION

Ruth A. Yesair, Trustee of and acting as such on behalf of the Ruth A. Yesair Trust u/d/t dated June 27, 2013 (the "Trust"), with an address of 136 Main Street, Newbury, Essex County, MA, the Trust being the sole owner, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to Essex County Greenbelt Association, Inc., a Massachusetts not for profit corporation having its principal place of business at 83 Eastern Avenue, Essex, MA 01929, their permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Newbury containing 81 acres of land shown as Lot 2 ("Premises") on a plan of land entitled, "Plan of Land in Newbury, MA, 136 & 138 Main Street," prepared for Borrego Solar, LLC [sic], prepared by Northeast Survey Consultants, recorded at Plan Book 475, Plan No. 79, a reduced copy of which is incorporated herein and attached hereto in Exhibit A.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values ("conservation values").

This Conservation Restriction is required by a Special Permit for a 2.795 MW Solar Generating Facility at 136 Main Street, Newbury, MA, approved on May 16, 2018 by the Newbury Planning Board, and filed with the Town Clerk on May 17, 2018, as it may be amended from time to time, recorded at the Southern Essex District Registry of Deeds at Book 37982, Page 87 (hereinafter, the "Special Permit"). Grantor and Grantee agree that it is important to include the land under the Solar Generating Facility in the Premises, so that in the future, that land is not converted into another use that would impair the conservation values of the Premises.

The conservation values include the following:

Address of Premises: 136 Main Street, Newbury

- A. Open Space Protection.** The Premises contributes to the protection of the scenic and natural character of Newbury and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including Grantee's Donald and South Street Woodlots, and Martin Burns Wildlife Management Area, owned by the Commonwealth of Massachusetts Division of Fisheries and Wildlife;
- B. Soils.** The Premises includes Farmland of Unique Importance, Prime Forest Land, and Forest Land of Statewide Importance;
- C. Protection of Wildlife Habitat.** The Premises contains land designated as Core Habitat for Species of Conservation Concern as defined by the Massachusetts Natural Heritage Program, the protection of which aligns with NHESP's wildlife and habitat protection objectives.
- D. Water Quality.** Protection of this large forested landscape helps maintain water quality critical to aquatic species. The Premises include wooded swamp deciduous and shallow marsh meadow or fen wetlands as identified by the Massachusetts Department of Environmental Protection, which wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Massachusetts General Laws Chapter 131, section 40).
- E. Working Farmland and Forest Land.** The CR will ensure that the forests contained on the Premises will be permanently available for economically productive forestry that is consistent with the protection of other conservation values present on the Premises, and, in the event the solar generating facility is removed, the resulting open area may be used for agricultural activities that are consistent with other conservation values present on the Premises.
- F. Historical Purposes.** The Premises are crossed by historic stone walls, which reflect the agricultural and land use history of the site.
- G. Scenic Values.** The Premises are part of a highly scenic corridor along Interstate 95, visible to thousands of motorists daily.
- H. Baseline Documentation Report.** These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

- A. Prohibited Acts and Uses.** Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, structure, facility, or improvement, including but not limited to tennis courts, landing strips, mobile homes, swimming pools, asphalt or concrete pavement, signs, fences, billboards or other advertising displays, antennae, utility poles, towers, solar panels, solar arrays, conduits, lines or other temporary or permanent structures, facilities, or improvements on, above or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
3. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
6. Use, parking or storage of vehicles including cars, trucks, motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties, as necessary for the conduct of Reserved Rights, or as necessary for the mobility impaired;
7. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), unless to facilitate conveyance of the restricted fee to a qualified conservation organization, and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
8. The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation as defined in Section 2031(c) of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder or any successor statute or regulation;
9. The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
10. Any other uses or activities which are inconsistent with the purposes of this Conservation Restriction, or which would impair the conservation values, unless such uses or activities are necessary in an emergency in the opinion of the Grantee and at the Grantee's sole discretion for the protection of the conservation values that are the subject of this Conservation Restriction.

B. Reserved Rights and Exceptions to Prohibited Acts and Uses. The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

1. Vegetation Management. The selective minimal removal, pruning and cutting of vegetation to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Report, woods roads, trails, fence lines, and meadows; and the right to plant and maintain native vegetation;
2. Invasive Species Management. The removal of non-native or invasive species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality. For the purposes of this Conservation Restriction, the term “invasive” shall be defined as a species that is non-native or alien to the ecosystem under consideration, and which is likely to cause economic or environmental harm (including the crowding out of native species) or harm to human health;
3. Composting. The stockpiling and / or composting of stumps, trees, brush, limbs, and similar biodegradable materials originating predominantly on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this reserved right shall take into account sensitive areas;
4. Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species of flora or fauna, including selective planting of native trees, shrubs and plant species;
5. Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).
6. Outdoor Passive Recreational Activities. Fishing, hunting with express permission of the Grantor, hiking, mountain biking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;
7. Forestry. Conducting or permitting others to conduct sound silvicultural uses of the Premises, including the right to commercially harvest forest products (as such term may be defined from time to time in General Laws, Ch. 61, Sec. 1, or successor law) and the establishment of new woods roads in accordance with prudent and sound silvicultural practices that conform at least to the minimum standards set forth in the Massachusetts Forest Cutting Practices Act (General Laws, Ch. 132, or its successor) and carried out pursuant to a Forest Stewardship Plan (hereinafter, the “Stewardship Plan”).

Before any harvest of forest products occurs on the Premises, Grantor shall submit a Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation (or appropriate successor agency) and to any other required state agencies for their approval. The Stewardship Plan shall be prepared by a forester licensed through the Massachusetts Department of Conservation and Recreation in conformance with the

“Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” and such statutes, regulations and directions in effect at the time of the approval of said Stewardship Plan. The Stewardship Plan shall include provisions designed to minimize soil erosion, conserve surface and groundwater quality, scenic views, wildlife habitat, and to protect the conservation values of this Conservation Restriction.

The Stewardship Plan shall be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional timber harvests occur. All cutting plans and designated access routes shall avoid any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage thereto. All cutting operations shall be supervised by a licensed forester;

8. Harvesting Wood for Personal Use: The cutting of trees to provide non-commercial forest products, such as firewood, for personal use, but not for sale, is permitted without a Stewardship Plan, provided not more than 10 cords of wood are harvested during any consecutive twelve-month period;
9. Agricultural Activities. The cultivation, maintenance and harvesting of crops, orchards, trees, flowers and hay; the cleaning, storage and sale of farm produce predominantly grown, produced, or raised on the Premises; the installation, use, maintenance, and storage of irrigation equipment; the installation, maintenance, and use of surface and subsurface drainage systems; fencing; animal husbandry activities, including beekeeping, the breeding, rearing, maintenance, pasturage, stabling, sheltering and use of livestock, including but not limited to horses, cows, chickens, pigs, sheep and goats; (collectively, “Agricultural Activities” or singularly “Agricultural Activity”), provided:
 - a. Any conversion from existing Agricultural Activities, which are none as of the date of this Conservation Restriction as documented in the Baseline Report, to a substantially different Agricultural Activity shall require a farm conservation plan acceptable to the Grantee, such as a USDA Natural Resources Conservation Service (NRCS) Farm Conservation Plan (hereinafter “Farm Plan”), prepared for the Premises, and approved by Grantee and the NRCS Westford Field Office or its successor agency. To request assistance from the NRCS Westford Field Office, Grantor should send a request in writing to the NRCS Westford Field Office, 319 Littleton Road, Westford, MA 01886, or call the district Conservationist at 978-692-1904 and request assistance with a Farm Plan. The Farm Plan shall be developed in accordance with best agricultural and conservation practices as recommended by the NRCS or its successor agency, and shall make all reasonable efforts not to materially impair the conservation values of this Conservation Restriction, and shall, at a minimum, address the following: (1) establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways; (2) in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the conservation values of the Premises;
 - b. Grantor retains the right to lease or permit a Licensee the right to use and operate the Premises for Agricultural Activities in accordance with, and subject to, this Conservation Restriction;

- c. With prior written approval of the Grantee, the conversion of wooded portions of the Premises into pasture, orchard, cropland, meadow or field, provided that said clearing: (i) does not adversely impact any Areas Subject to Protection or Activities Subject to Regulation under M.G.L. Ch. 131 §40 (the Massachusetts Wetlands Protection Act), resources areas mapped as “Priority Habitat for Rare Species” or Biomap2 “Core Habitat” by the Massachusetts Natural Heritage and Endangered Species Program or otherwise degrade or be wasteful of soil or water resources or other important ecosystem elements as identified in the Baseline Report and subsequent monitoring reports, and (ii) any conversion and land clearing of greater than one-quarter (1/4) acre shall be carried out in accordance with a Stewardship Plan.
 - d. For the purposes of this Conservation Restriction, “Agricultural Activities” shall not be deemed to include or permit the following: industrial-scale processing and packaging, industrial-scale feedlot activities, industrial-scale poultry, swine, beef or other meat processing, sod farming, or industrial-scale composting.
10. Agricultural Improvements. The right to construct and maintain structures necessary to conduct Agricultural Activities as follows, provided that the total footprint of all structures allowed under this Section II.B.10 shall not exceed 10,000 square feet.
- a. With prior written approval from the Grantee:
 - i. *Barn.* The construction, maintenance, repair and replacement of one (1) barn which shall not have a footprint in excess of 1,200 square feet, and which shall have a wooden exterior, and the installation of utilities, including water and power, to service said barn, provided that all such utilities shall be underground to the extent feasible, and provided that the areas of the Premises affected during the construction of the barn shall be restored to the extent feasible;
 - ii. *Farm Stand.* The construction, maintenance, repair and replacement of one (1) commercial farm stand with a total footprint no greater than 1,000 (one-thousand) square feet, for farm products predominantly grown, produced, or raised on the Premises (however, Grantor may supplement with sales of other regionally-produced farm products), and the construction, maintenance and repair of a parking area for up to 6 (six) cars and the installation, maintenance, repair, and replacement of utilities (provided that utilities are underground to the extent feasible) to service the farm stand, provided that said parking area shall not be paved with impermeable material;
 - iii. *Greenhouses.* The construction, maintenance, repair and replacement of up to a total of 5,000 square feet of greenhouses.
 - iv. *Farm Springs and Wells.* The right to install, maintain, and replace wells, including but not limited to artesian wells, and associated equipment and utilities for irrigation;
 - v. *Farm Pond.* The creation, maintenance, and expansion of one (1) farm pond for the purpose of supplying water for permitted Agricultural Activities.
 - b. Without prior approval from the Grantee:
 - i. *Temporary Structures.* The construction, maintenance, repair and replacement of temporary structures and improvements directly related to or in support of Agricultural Activities, including but not limited to hayracks, jumps, watering troughs, chicken coops (mobile or otherwise), utility sheds, “run-in” shelters or other three-sided shelters, mobile hoop houses (also known as “high tunnels”, moveable hoop houses are relocated throughout the year to accommodate different crops), and

the like. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without any significant disturbance of the soil;

11. Farm Animals for Personal Use. Keeping, rearing, and sheltering up to 6 hooved farm animals and 30 poultry, for personal use, shall be permitted without a Farm Conservation Plan, provided that the associated keeping, rearing, and sheltering activities do not materially harm the purposes of the Conservation Restriction;
12. Trails. The maintenance of currently existing trails located on the Premise substantially in their present condition or as reasonably necessary for the uses permitted herein, and, with prior written approval of Grantee, the relocation of existing trails or the construction of new trails, including clearing, grading, construction, marking and maintenance (including, if necessary, the construction of retaining walls, planking and bridges, or barriers to prevent motorized access), provided that the new trails are no wider than eight (8) feet and do not have a negative effect on the conservation values and purposes of this Conservation Restriction. Trails may be constructed of dirt, stone dust, gravel or other natural and pervious material; in no case may they be paved;
13. Signage: Installing, maintaining, and replacement of a minimal number of signs with respect to hunting, trespass, trail access, identity and address of occupants, sale of the Premises, the location of boundary lines, the Grantee’s interest in the Premises and the protected conservation values, permitted and prohibited uses, including hunting and recreation, and other regulations with respect to public use; interpretive, informational or other similar signs;
14. Alternative Energy. This Conservation Restriction is required by the Special Permit. In addition to the Reserved Rights described in this Section II(B), all of the activities contemplated in said Special Permit and subsequent amendments, if any, for a Solar Generating Facility, shall be allowed on the Premises in the locations shown as “Access Easement 1.629 AC. ±”, “Lease Area 13.394 AC. ±”, and “Utility Easement 0.391 AC. ±” on plans entitled 136 Main Street, Newbury, MA Access Easement Plan; 136 Main Street, Newbury, MA Lease Plan; and 136 Main Street, Newbury, MA Utility Easement Plan, copies of which are attached hereto as Exhibit B-1, B-2, and B-3. Activities may include but may not be limited to clearing and grading, installation of above and below ground utilities, installation and maintenance of solar panels, construction and maintenance of access roads, and the like. Further, all of the activities contemplated in said Special Permit and subsequent amendments, if any, may extend beyond the Access Easement, the Lease Area, and the Utility Easement, during the Solar Generating Facility’s construction phase only, into the area shown as the “Limit of Tree Clearing” on the attached Exhibit B-4. In addition, trees and vegetation in the area adjacent to the Solar Generating Facility as shown on Exhibit B-1, B-2, B-3, and B-4 that interfere with the access to sunlight (“Insolation”) on the Solar Generating Facility may be trimmed to preserve or enhance Insolation levels. When the Solar Generating Facility has reached the end of its operational or contractual lifespan, Grantor shall remove the Solar Generating Facility and, in consultation with the Grantee, return the areas described in this Section II(B)(14) to a natural condition, through replanting native trees and/ or meadow grasses or the like. Grantor may also replace, or allow others to replace, the facility with another of like kind, within the locations shown in Exhibit B, subject to any and all local, state or federal laws or regulations in place at the time;

15. Vehicle use, Storage, and Parking. The use, parking and storage of vehicles, machinery, and other vehicles used for the activities described in this Section II(B), provided that such use does not have a negative effect on the conservation values and purposes of this Conservation Restriction;
 16. Archeological Activities. The conduct of archaeological activities, including, without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official;
 17. Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the conservation values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.
 18. Other Activities. Such other non-prohibited activities or uses of the Premises may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the office of the Grantee, that such activities are consistent with the Reserved Rights or, as applicable, are included in an approved Stewardship Plan or Farm Plan, do not impair the conservation values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.
- C. Permits, Regulations, Laws.** The exercise of any right reserved by Grantor under this Section II, Paragraph B shall be in compliance with then-current building, zoning, planning, and conservation regulations, bylaws, or ordinances applicable to the Premises, the Wetlands Protection Act (MGL Chapter 131, Section 40), and all other applicable federal, state and local laws, rules, regulations, and permits, including the Special Permit. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth of Massachusetts takes any position whether such permit should be issued.
- D. Notice to and Approval by Grantee.** Whenever notice to or approval by the Grantee is required under the provisions of Paragraphs A, B or C of Section II, or any other provision or condition herein, the Grantor shall notify the Grantee in writing not less than thirty (30) days prior to the date the Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. The purpose of requiring such notice is to afford the Grantee with an adequate opportunity to ensure that the activities in question are designed and carried out in a manner that is consistent with the purposes of this Conservation Restriction and to monitor their implementation. Where the Grantee's approval is required by the terms of this Conservation Restriction, the Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of the Grantor's written request therefore. Grantee's approval may be withheld upon a determination by the Grantee at its sole discretion that the action as proposed would impair the conservation values of the Premises or would be inconsistent with the conservation values and purposes of this Conservation Restriction.

III. LEGAL RIGHTS AND REMEDIES OF THE GRANTEE

- A. **Legal and Injunctive Relief.** The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.
- B. **Reimbursement of Costs of Enforcement.** Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.
- C. **Boundary Disputes.** In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.
- D. **Non-Waiver.** Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.
- E. **Disclaimer of Liability.** By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.
- F. **Acts Beyond the Grantor's Control.** Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.
- G. **Actions to Prevent or Remedy Violations.** The Grantee shall have the right to take appropriate actions to prevent, abate, or remedy violations of this Conservation Restriction, including violations by non-parties.

IV. ACCESS

- A. **Access by the Grantee.** The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction, except that Grantee shall not be permitted to enter the Solar

Generating Facility on the Premises without providing at least 48 hours' notice and being escorted by the operator of such facility. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines. Grantee shall only enter the Solar Generating Facility if escorted by the operator of such facility, unless such operator does not reasonably cooperate in providing an escort within 48 hours of such request to enter. The Grantee shall have the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises, suitable signs identifying the Grantee as the holder of this Conservation Restriction.

- B. Access by the Public.** This Conservation Restriction does not grant to the general public the right to enter the Premises, however the Grantor may allow such access at Grantor's discretion in the future for passive recreational purposes including, but not limited to, walking, jogging, hiking, wildlife observation, mountain biking, horseback riding, cross-country skiing, and snow shoeing, except within that portion of the Premises where the Solar Generating Facility is located. If the Grantor and their successors and assigns permits such entry by the public, (1) any such activity shall be limited to daylight hours only unless Grantor provides permission for an exception; (2) dogs shall be leashed at all times; (3) no motor vehicles of any kind shall be permitted; (4) hunting shall be by written permission of the Grantor; (6) no dumping, waste disposal, or littering of any kind be allowed; (7) no activity of a commercial nature be allowed; and (8) the public shall adhere to such reasonable rules and regulations as the Grantor or Grantee may establish and post from time to time regarding the access provided in this paragraph. To the extent permitted by law, the Grantor and the Grantee hereby expressly disclaim any duty to maintain the Premises or warn persons who may enter upon the same. Pursuant to M.G.L. Chapter 21, Section 17C, neither the Grantor nor the Grantees is liable to any member of the public for injuries to person or property sustained by such person while on the Premises in the absence of willful, wanton, or reckless conduct.

V. EXTINGUISHMENT

- A. Termination only by Judicial Proceeding and Grantee's Right to Recover Proportional Value.** If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Commonwealth of Massachusetts Secretary of the Executive Office of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.
- B. Proceeds.** Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises at that time and represents all land development rights associated with the Premises, except as such rights may have been specifically retained pursuant to this Conservation Restriction. Such proportionate value of the Grantee's property right shall remain

constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding.

- C. **Grantor/Grantee Cooperation Regarding Public Action.** Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph B above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

- A. **Running of the Burden.** The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable in perpetuity against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises, by the Grantee, its successors and assigns acting by and through its duly designated officers, directors, employees or agents as holders of this Restriction.
- B. **Execution of Instruments.** The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.
- C. **Assignability; Running of the Benefit.** The benefits of this Conservation Restriction shall run to the Grantee, shall be deemed to be in gross and shall not be assignable by the Grantee, except the Grantee and its successors and assigns shall have the right to assign all or a portion of its right, title and interest hereunder to a "Qualified Organization" as defined in Section 170(h)(3) of the Internal Revenue Code provided that such assignee shall also be an eligible grantee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, that such assignee is not an owner of the fee in the Premises, and provided further that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes and ensure that the purposes of this Conservation Restriction continue to be carried out. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

- A. **Reference to Conservation Restriction in Future Deeds and Required Notification of Transfers.** The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which divests any interest in all or a portion of the Premises, including any leasehold interest or option, and to notify the Grantee in writing not less than thirty (30) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will

comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

- B. Termination of Rights and Obligations.** The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Southern Essex District Registry of Deeds. Notwithstanding the foregoing, no amendment or modification of this Conservation Restriction may be made while the Solar Generating Facility is operating without providing prior written notice to the operator of the Solar Generating Facility, and no amendment or modification of this Conservation Restriction may be made that in any way limits the right of the Solar Generating Facility to operate on the Premises in the locations identified in Exhibit B-1, B-2, B-3, and B-4. The operator of the Solar Generating Facility is a third party beneficiary of this Conservation Restriction for the purposes of this Section X.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Southern Essex District Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Ruth A. Yesair, Trustee of the Ruth A. Yesair Trust u/d/t dated June 27, 2013
136 Main St
Newbury, MA 01922

To Grantee: Essex County Greenbelt Association, Inc.
ATTN: Director of Stewardship
82 Eastern Ave.
Essex, MA 01929
Phone: 978-768-7241

To the extent any amendment or modification to this Conservation Restriction is proposed, notice shall be provided to the Solar Generating Facility operator as follows:

Main Street Newbury Solar, LLC
c/o Borrego Solar Systems, Inc.
1814 Franklin Street, Suite 700
Oakland, CA 94612

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

- A. Controlling Law.** The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C. Severability.** If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.
- D. Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. AFFIRMATIVE COVENANTS OF THE GRANTOR

- A. Payment of Taxes.** The Grantor shall pay before delinquency all taxes, assessments, betterments, liens, fees and charges levied on or assessed against the Premises by any federal, state, or local government authority or other competent authority or entity (collectively "taxes"), and shall furnish the Grantee with satisfactory evidence of payment upon request.
- B. Subordination of Mortgage.** The Grantor shall deliver to Grantee for recording simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, refinance, assignment of mortgage, lease, financing statement or any other agreement which gives rise to a security interest affecting the Premises.
- C. Adverse Possession.** The Grantor represents and warrants that to the best of his knowledge no person has occupied or used the Premises without the Grantor's permission or has openly claimed ownership of the Premises as against the Grantor or the Grantor's predecessors in title or has conducted continuous activities or uses on the Premises (such as, but not limited to, logging, camping or similar uses). The Grantor agrees that if any such activity is observed now or in the future, the Grantor shall immediately notify the Grantee and shall cooperate with the Grantee to notify such persons of their wrongful entry onto the Premises.

XIV. MISCELLANEOUS

- A. Pre-existing Public Rights.** Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.
- B. Homestead.** The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Chapter 188 Section 10(e) of the Massachusetts General Laws.
- E. Representations of the Grantee.** The Grantee represents that it is a not for profit corporation, that it has a perpetual existence, that it is organized and operated for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other charitable, scientific and educational purposes, that it has both the necessary funds and commitment to hold this Conservation Restriction exclusively for conservation purposes in perpetuity and to enforce its terms, that it is a "Qualified Organization" as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and that it is an eligible donee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, as amended.
- F. Prior Encumbrances.** This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

G. Signature Pages and Exhibits. Attached hereto and incorporated herein by reference are the following:

Grantor

Grantee: Essex County Greenbelt Association, Inc.

Approval by Newbury Board of Selectmen

Approval of the Secretary of Energy and Environmental Affairs.

Exhibit A: Reduced Copy of Plan of Premises

Exhibit B-1: Access Easement Plan

Exhibit B-2: Lease Plan

Exhibit B-3: Utility Easement Plan

Exhibit B-4: Limit of Tree Clearing Plan

IN WITNESS WHEREOF, the said Ruth A. Yesair, Trustee of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, grants this Conservation Restriction to Essex County Greenbelt Association, Inc. and agrees to be bound by its terms

WITNESS my hand and seal this 10th day of March, 2020,

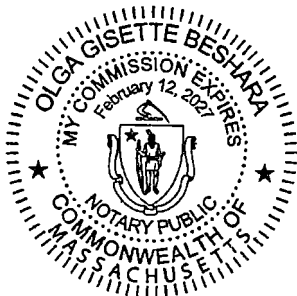
Ruth A. Yesair
Ruth A. Yesair

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this 10th day of March, 2020, before me, the undersigned notary public, personally appeared _____
Ruth A. Yesair, and proved to me through satisfactory evidence of identification
which was Driver License to be the person whose name is signed on the proceeding
or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Olga Gisette Beshara
Notary Public Olga Gisette Beshara
My Commission Expires: 2/12/27



ACCEPTANCE OF GRANT

This Conservation Restriction from Ruth A. Yesair, Trustee of and acting as such on behalf of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, was accepted by Essex County Greenbelt Association, Inc. this 28 day of March, 2020.

ESSEX COUNTY GREENBELT ASSOCIATION, INC.

By: [Signature]

Name: Katherine Bowditch

Title: President

Hereunto duly authorized

By: [Signature]

Name: Kent Wosepka

Title: Treasurer

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this 28th day of March, 2020, before me, the undersigned notary public, personally appeared Katherine Bowditch, and proved to me through satisfactory evidence of identification which was known personally to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



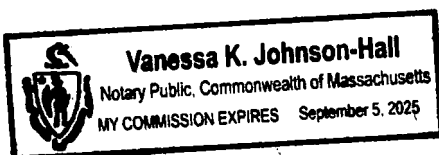
[Signature]
Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

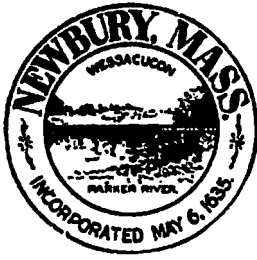
ESSEX, ss:

On this 28th day of March, 2020, before me, the undersigned notary public, personally appeared Kent Wosepka, and proved to me through satisfactory evidence of identification which was known personally to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



[Signature]
Notary Public

My Commission Expires:



TOWN OF NEWBURY
OFFICE OF THE TOWN CLERK
12 KENT WAY
NEWBURY, MA 01922
(978) 465-0862 Ext. 314/315

CERTIFICATE OF VOTE

I, Leslie A. Haley, Town Clerk, Town of Newbury, hereby certify the following vote at a meeting of the Board of Selectmen held on April 14, 2020 regarding the Approval of Yesair Conservation Restriction, Main Street.

4/14/20 BOS Agenda – New Business:

Approval of Yesair Conservation Restriction, Main Street

Selectwoman Greco recused herself from the discussion and vote.

Motion: Selectman Jespersen made the following motion, seconded by Selectman Walker:

I move to approve the Conservation Restriction from Ruth A. Yesair, Trustee of and acting as such on behalf of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, to Essex County Greenbelt Association, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts and that the Chair can execute the document(s) on behalf of the Board, and further, that the Owner shall provide to the Town a copy of the restriction once recorded at the Essex South Registry of Deeds.

Roll Call vote: D. Jespersen – yes; M. Doyle – yes; G. Walker – yes; J.R. Colby – yes

The **Motion** passed 4-0

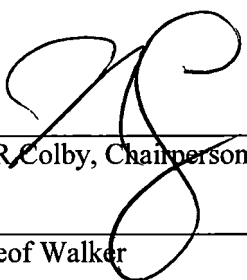
Date: April 16, 2020

Leslie A. Haley, Town Clerk

APPROVAL OF TOWN OF NEWBURY BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Newbury, hereby certify that at a public meeting duly held on April 14, 2020, the Board of Selectmen voted to approve the foregoing Conservation Restriction from Ruth A. Yesair, Trustee of and acting as such on behalf of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, to Essex County Greenbelt Association, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

TOWN OF NEWBURY BOARD OF SELECTMEN:



J.R. Colby, Chairperson

Damon Jespersen

Geof Walker

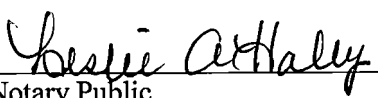
Michael Doyle

Alicia Greco

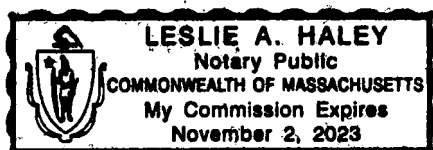
COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this 16 day of April, 2020, before me, the undersigned notary public, personally appeared J.R. Colby, and proved to me through satisfactory evidence of identification which was personally known to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public
My Commission Expires: Nov. 2, 2023



**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Ruth A. Yesair, Trustee of and acting as such on behalf of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, to Essex County Greenbelt Association, Inc., has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: 4/24/20, 2020

K. Theoharides
Kathleen A. Theoharides
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this day of April 24th, 2020, before me, the undersigned notary public, personally appeared Kathleen A. Theoharides, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires: 1/23/2026

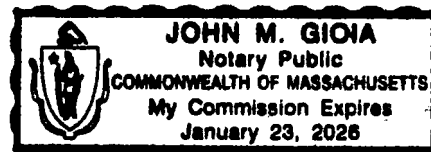
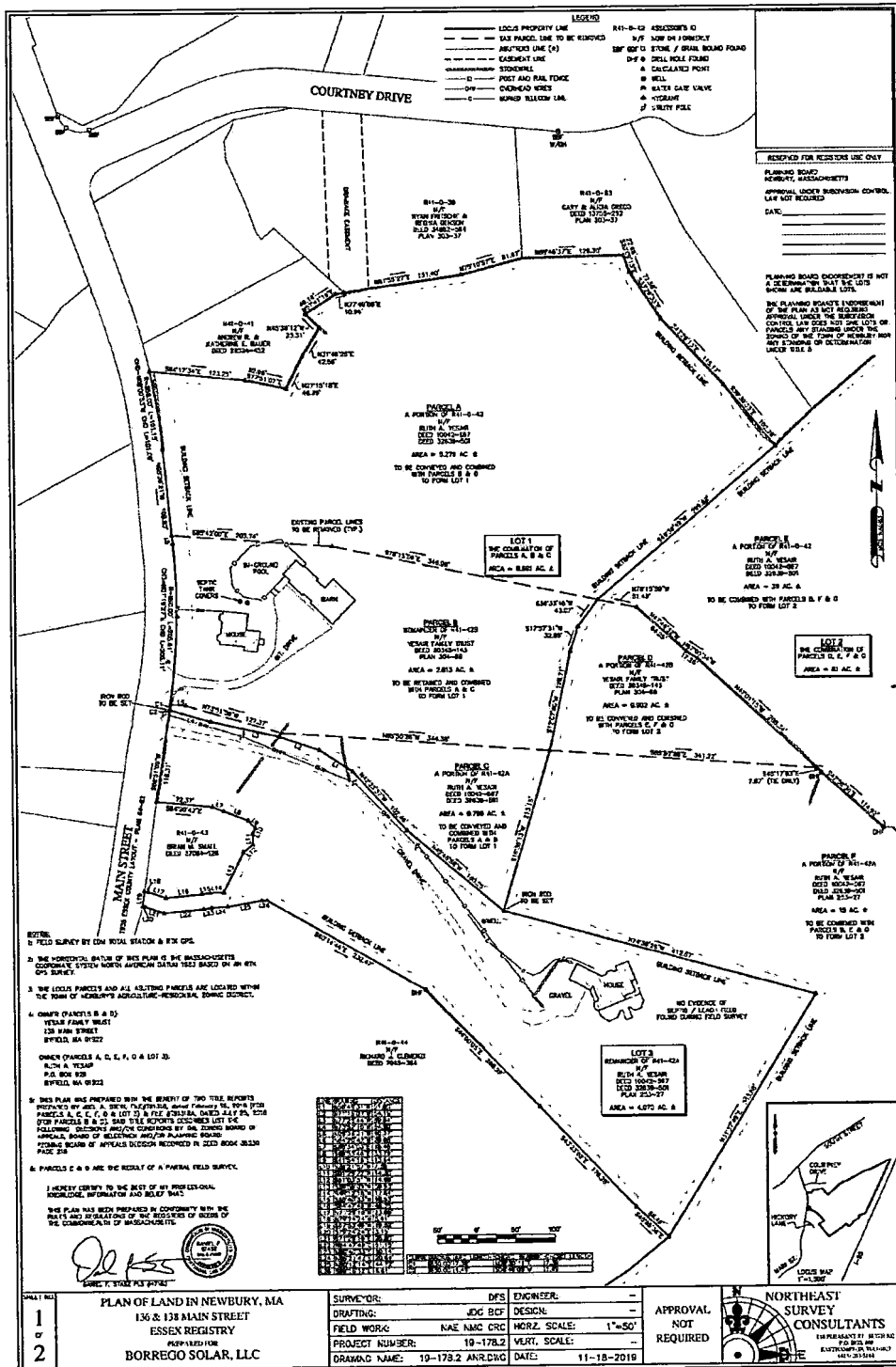


EXHIBIT A - Reduced Copy of Plan (Sheet 1)

For official full size plan see Essex County Registry of Deeds Plan Book 475 Plan No. 79



PLANNING BOARD
NEWBURY, MASSACHUSETTS
APPROVAL UNDER SUBDIVISION CONTROL
LAP NOT REQUIRED
DATE: _____

PLANNING BOARD ENDORSEMENT IS NOT
A REPRESENTATION THAT THE LOTS
WITHIN ARE AVAILABLE LOTS.

THE PLANNING BOARD'S ENDORSEMENT
OF THE PLAN IS NOT REQUIRED
APPROVAL UNDER THE SUBDIVISION
CONTROL LAW DOES NOT GIVE LOTS OR
PARCELS ANY STATUS UNDER THE
ZONING ACT OR DETERMINATION FOR
ANY STANDARD OF DETERMINATION
UNDER TITLE 8

RESERVED FOR RECORDS USE ONLY

PARCEL A
ALL OF LOT 1
BUT
BUT A VECAR
DEED 10043-361
DEED 36038-391
AREA = 28 AC. 4
TO BE COMBINED WITH PARCELS E & F
TO FORM LOT 2

PARCEL B
A PORTION OF LOT 1 & 42
BUT A VECAR
DEED 10043-361
DEED 36038-391
AREA = 38 AC. 4
TO BE COMBINED WITH PARCELS D, E & F
TO FORM LOT 2

LOT 2
THE COMBINATION OF
PARCELS D, E, F & G
AREA = 81 AC. 8

PARCEL C
ALL OF LOT 3
BUT
BUT A VECAR
DEED 10043-361
DEED 36038-391
AREA = 13 AC. 4
TO BE COMBINED WITH PARCELS H, E, & G
TO FORM LOT 3

PARCEL D
A PORTION OF LOT 1-42A
BUT
BUT A VECAR
DEED 10043-361
DEED 36038-391
AREA = 13 AC. 4
TO BE COMBINED WITH PARCELS H, E, & G
TO FORM LOT 3

PARCEL E
A PORTION OF LOT 1-42A
BUT
BUT A VECAR
DEED 10043-361
DEED 36038-391
AREA = 13 AC. 4
TO BE COMBINED WITH PARCELS H, E, & G
TO FORM LOT 3

PARCEL F
A PORTION OF LOT 1-42A
BUT
BUT A VECAR
DEED 10043-361
DEED 36038-391
AREA = 13 AC. 4
TO BE COMBINED WITH PARCELS H, E, & G
TO FORM LOT 3

PARCEL G
A PORTION OF LOT 1-42A
BUT
BUT A VECAR
DEED 10043-361
DEED 36038-391
AREA = 13 AC. 4
TO BE COMBINED WITH PARCELS H, E, & G
TO FORM LOT 3

PARCEL H
A PORTION OF LOT 1-42A
BUT
BUT A VECAR
DEED 10043-361
DEED 36038-391
AREA = 13 AC. 4
TO BE COMBINED WITH PARCELS H, E, & G
TO FORM LOT 3

LOT 1
THE COMBINATION OF
PARCELS A, B & C
AREA = 8.091 AC. 8

PARCEL A
(SEE SHEET 1)

PARCEL B
(SEE SHEET 1)

PARCEL C
(SEE SHEET 1)

PARCEL D
(SEE SHEET 1)

PARCEL E
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PARCEL F
(SEE SHEET 1)

PARCEL G
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PARCEL H
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LOT 116
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LOT 117
(SEE SHEET 1)</

EXHIBIT B-1 - Access Easement Plan

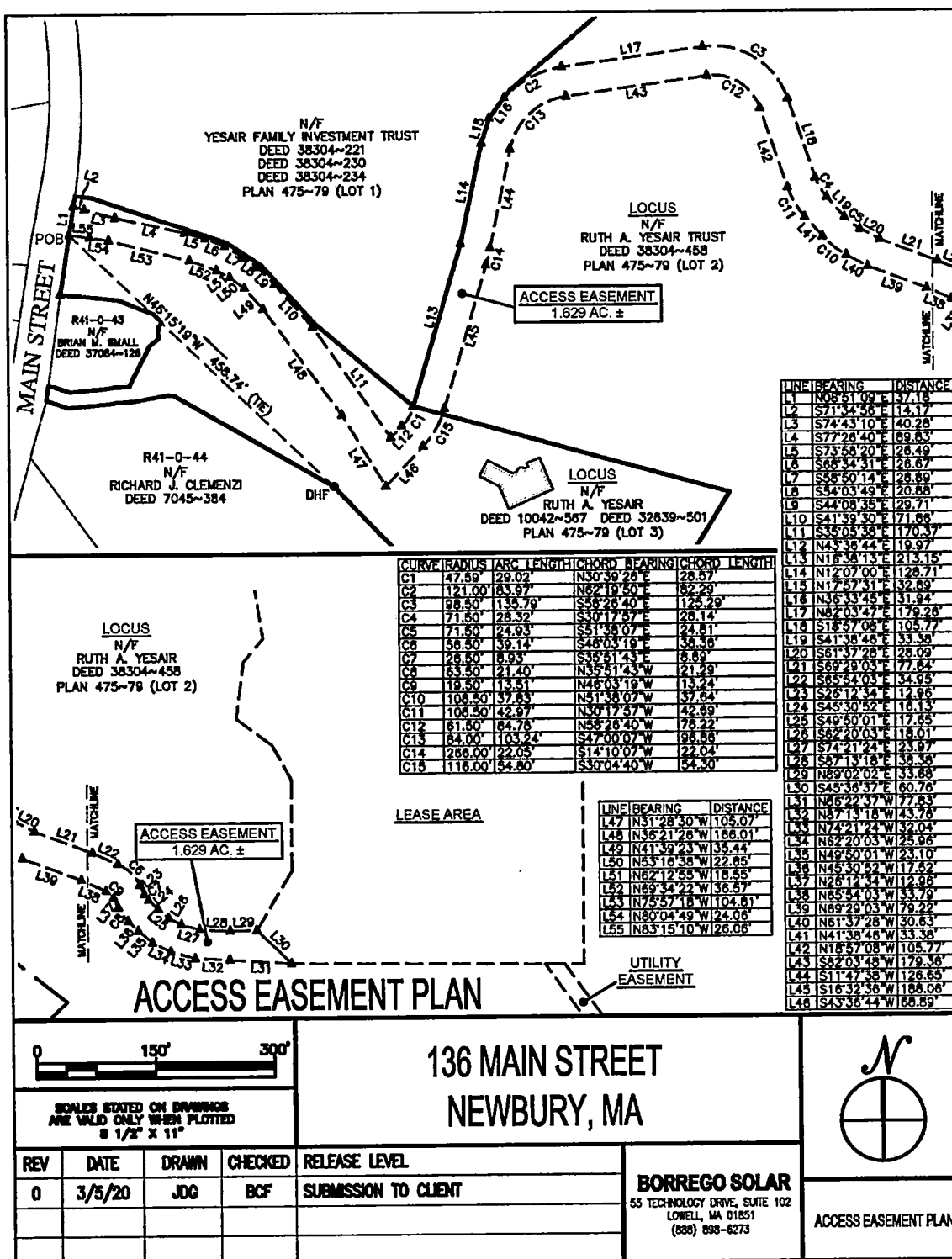


Exhibit B-2 – Lease Plan

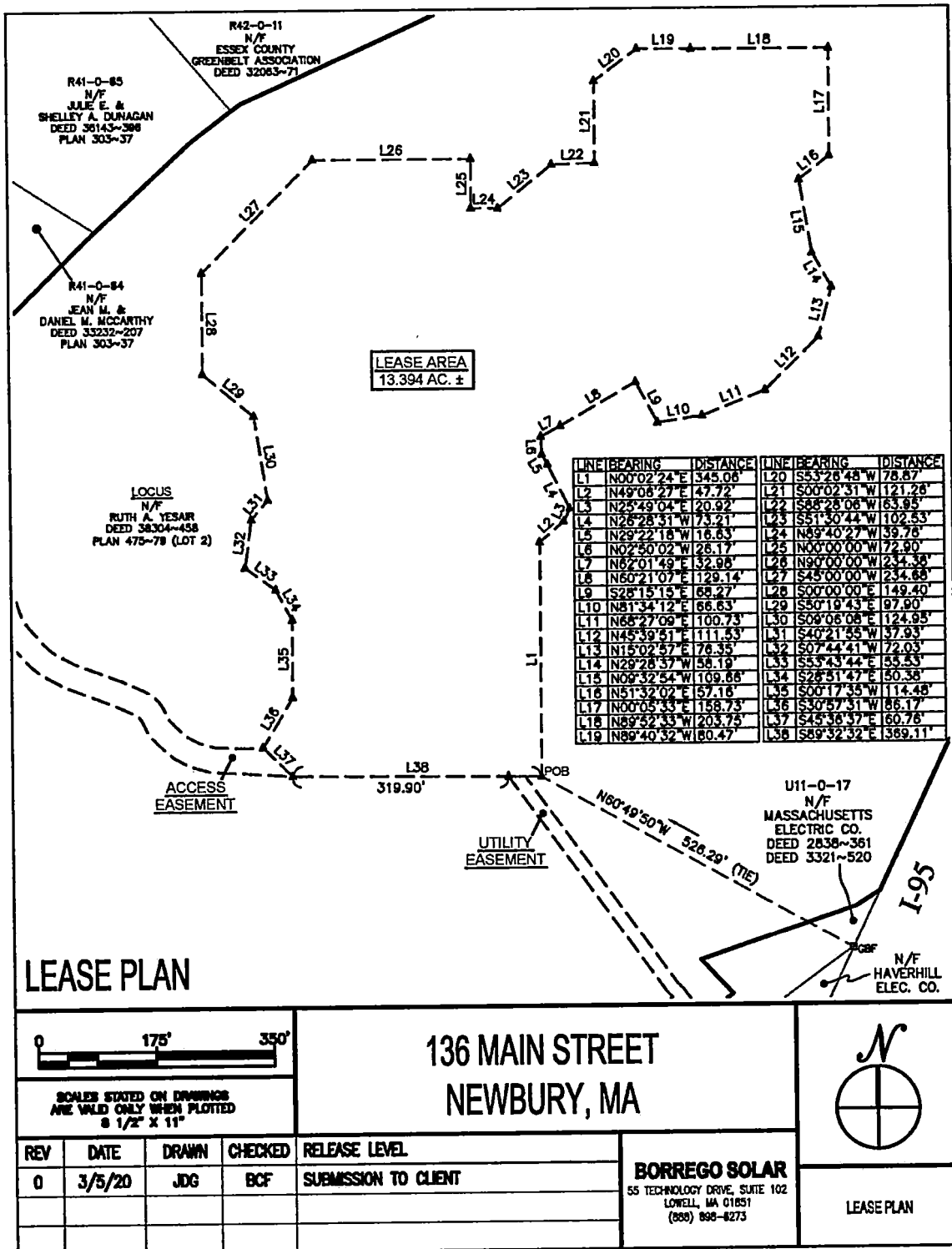


Exhibit B-3 – Utility Easement Plan

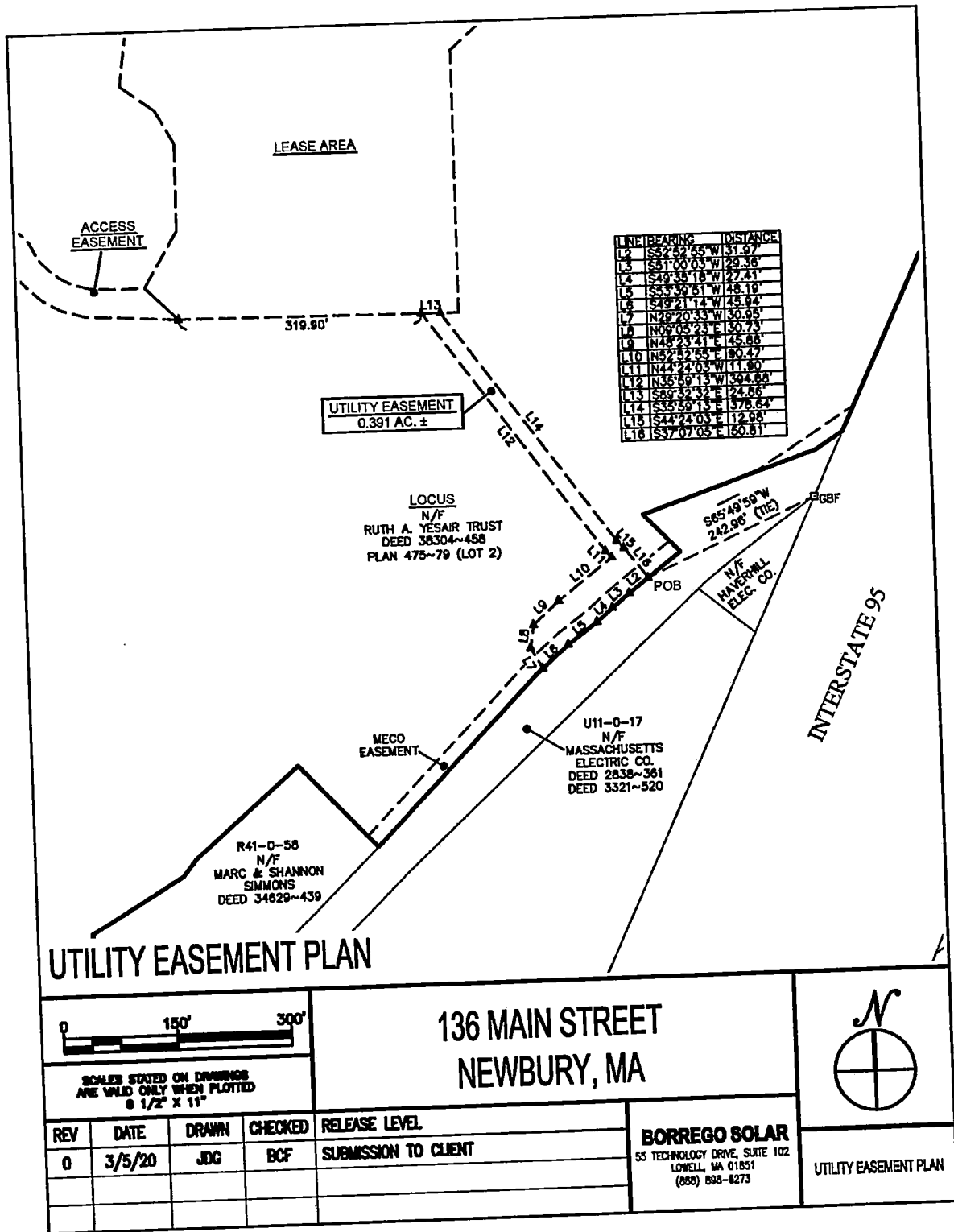
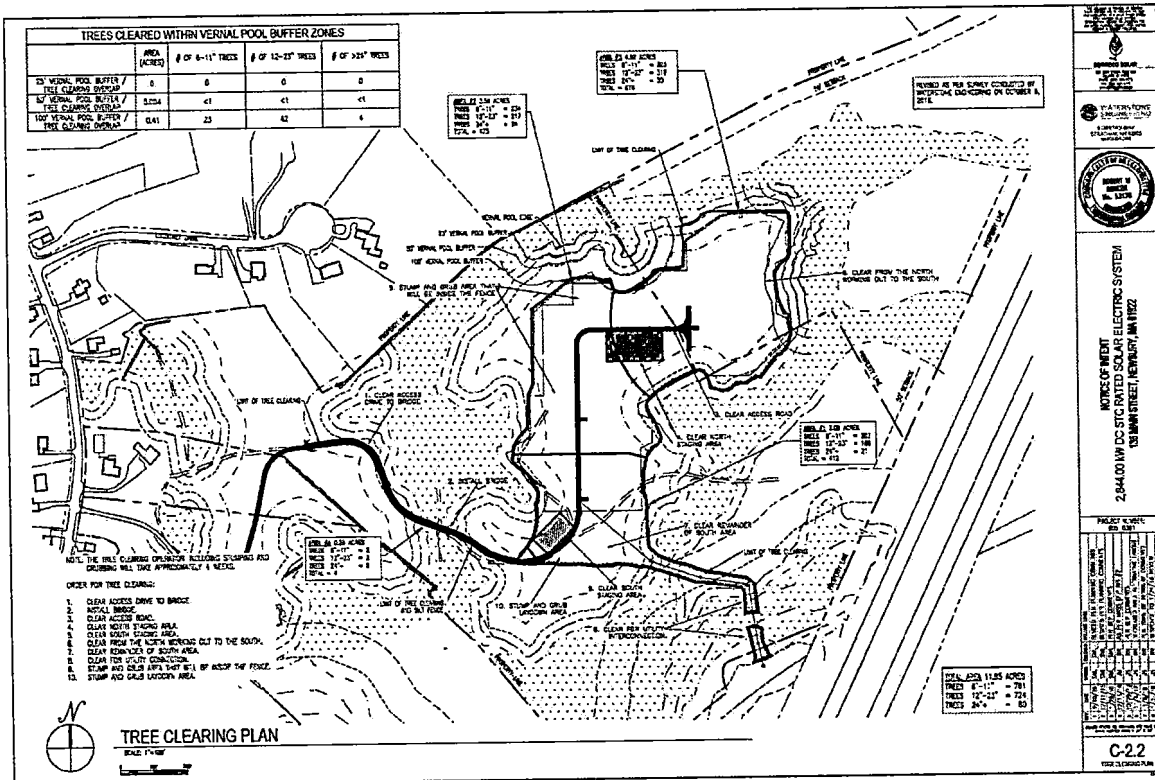


Exhibit B-4 – Limit of Tree Clearing Plan



Appendix D: Conservation Restriction Modification – Pending EEOA Approval

GRANTOR: Karen E. Yesair Thiel and Kavy N. Yesair, Successor Trustees of the Ruth A. Yesair Trust u/d/t dated June 27, 2013.
GRANTEE: Essex County Greenbelt Association, Inc.
ADDRESS OF PREMISES: Main Street, Newbury, MA
FOR GRANTOR'S TITLE SEE: Essex South District Registry of Deeds Book 38304, Page 458; Book 38800, Page 599.

AMENDMENT TO CONSERVATION RESTRICTION

Whereas, Ruth A. Yesair, Trustee of the Ruth A. Yesair Trust u/d/t dated June 27, 2013 ("Grantor"), granted a conservation restriction to the ESSEX COUNTY GREENBELT ASSOCIATION, INC., a Massachusetts not for profit corporation having its principal office at 82 Eastern Avenue, Essex, Essex County, Massachusetts 01929, ("Grantee"), which conservation restriction was recorded on May 6, 2020 at the Essex South District Registry of Deeds at Book 38490, Page 130 (hereinafter, the "Conservation Restriction").

Whereas, Grantor is the owner in fee simple of the property encumbered by the Conservation Restriction ("Original Acreage"), which Original Acreage is approximately 81 acres and is located off Main Street in Newbury, Massachusetts, the title for which is recorded at Book 38304, Page 458, in the Essex South District Registry of Deeds; and

Whereas, Grantee is a not for profit corporation whose primary purpose is the conservation of land in Essex County of ecological, agricultural or scenic significance; and

Whereas, the Grantor is the owner in fee simple of an 1.185-acre parcel of land shown as "Parcel A" on a plan of land entitled "Approval Not Required Plan of Land in Newbury, MA, 136 and 140R Main Street", prepared by Northeast Survey Consultants, dated December 9, 2021 recorded in the Essex South District Registry of Deeds in Plan Book 40654, Page 504 attached hereto in reduced form as Exhibit A-1 (hereinafter the "Plan"), the title for which is recorded at Book 38800, Page 599 in the Essex South District Registry of Deeds, the "Additional Acreage."

Whereas, the parties agree to amend the Conservation Restriction to encumber the entirety of the Additional Acreage such that the Conservation Restriction will perpetually restrict the Original Acreage and the Additional Acreage (now totaling approximately 82.185 acres, more or less) for

conservation purposes from the date of recording of this Amendment to Conservation Restriction in the Essex South District Registry of Deeds; and

Whereas, Grantor and Grantee agree that a net gain of conservation value and public benefits will result from the protection and conservation of the New Acreage;

I. DEFINITION OF PREMISES

NOW, THEREFORE, Karen E. Yesair Thiel and Kavy N. Yesair, Successor Trustees of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, being the sole owner, for its successors and assigns ("Grantor"), grant, with QUITCLAIM COVENANTS, to the ESSEX COUNTY GREENBELT ASSOCIATION, INC., a Massachusetts not for profit corporation having its principal office at 82 Eastern Avenue, Essex, Essex County, Massachusetts 01929, its successors and permitted assigns ("Grantee"), for nominal consideration, in perpetuity and exclusively for conservation purposes, this Amendment to Conservation Restriction on the Additional Acreage (1.185 acres, more or less) located in the Town of Newbury, Essex County, Massachusetts. The purpose of this Amendment to Conservation Restriction is to add the Additional Acreage to the Conservation Restriction so that the Conservation Restriction shall encompass the Original Acreage and the Additional Acreage of approximately 82.185 acres, more or less. Therefore, the Conservation Restriction is hereby amended by adding the Additional Acreage to the land subject to the Conservation Restriction, such that the Premises as defined in the Conservation Restriction shall constitute the Original Acreage and the Additional Acreage.

II. AMENDMENT

(a) Exhibits B-1, B-2, B-3 and B-4 are hereby deleted in their entirety and replaced with Exhibits B-1, B-2, B-3, B-4, B5.1 and B-5.2 attached hereto.

(b) Section II(B)14 is hereby deleted in its entirety and replaced with the following language:

"14. Alternative Energy. This Conservation Restriction is required by the Special Permit. In addition to the Reserved Rights described in this Section II(B), all of the activities contemplated in said Special Permit and subsequent amendments, if any, for a Solar Generating Facility, shall be allowed on the Premises in the locations more or less shown as "Access Easement 1.629 AC. \pm ", "Lease Area 13.394 AC. \pm ", "Utility Easement 0.391 AC. \pm ", and "Pole Farm Access Easement 0.996 AC+/-," on plans entitled 136 Main Street, Newbury, MA Access Easement Plan; 136 Main Street, Newbury, MA Lease Plan; 136 Main Street, Newbury, MA Utility Easement Plan, and 136 Main Street, Newbury, MA Pole Farm Access Easement Plan, copies of which are attached hereto as Exhibit B-1, B-2, B-3 and B-4. Activities may include but may not be limited to clearing and grading, installation of above and below ground utilities, installation and maintenance of solar panels, construction and maintenance of access roads, and the like. Further, all of the activities contemplated in said Special Permit and subsequent amendments, if any, may extend beyond the Access Easement, the Lease Area, the Utility Easement, and the Pole Farm Access Easement during the Solar Generating Facility's construction phase only, into the area shown as the "Limit of Tree Clearing" on the attached Exhibit B-5.1 and B-5.2 and following

construction in a de minimis fashion. In addition, trees and vegetation in the area adjacent to the Solar Generating Facility as shown on Exhibit B-1, B-2, B-3, and B-4 that interfere with the access to sunlight ("Insolation") on the Solar Generating Facility may be trimmed to preserve or enhance Insolation levels. When the Solar Generating Facility has reached the end of its operational or contractual lifespan, Grantor shall remove the Solar Generating Facility and, in consultation with the Grantee, return the areas described in this Section II(B)(14) to a natural condition, through replanting native trees and/ or meadow grasses or the like. Grantor may also replace, or allow others to replace, the facility with another of like kind, within the locations shown in Exhibits B-1 through B-4, subject to any and all local, state or federal laws or regulations in place at the time;"

(c) Grantor's notice address in Section XII is hereby deleted and replaced with the following address:

Karen E. Yesair Thiel and Kavy N. Yesair,
Successor Trustees of the
Ruth A. Yesair Trust u/d/t dated June 27, 2013
P.O. Box 128
Platteville, CO 80651

In all other respects, the Conservation Restriction remains in full force and effect.

III. EFFECTIVE DATE

This Amendment to Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the Essex South Registry of Deeds.

IV. MISCELLANEOUS

Approval of this Amendment to Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises subject to the Conservation Restriction, and any such pre-existing rights of the public, if any, are not affected by this Amendment to Conservation Restriction.

V. ATTACHMENTS AND EXHIBITS

Attached hereto and incorporated herein are the following:

1. Signature Pages

- a. Grantor: Karen E. Yesair Thiel and Kavy N. Yesair, Successor Trustees of the Ruth A. Yesair Trust u/d/t dated June 27, 2013.
- b. Grantee Approval and Acceptance: Essex County Greenbelt Association, Inc.
- c. Approval of the Town of Newbury Select Board
- d. Approval of the Secretary of Energy and Environmental Affairs

2. Exhibits:

- A-1 Plan Sheet 1 and 2
- B-1 Access Easement Plan
- B-2 Lease Plan
- B-3 Utility Easement Plan
- B-4 Pole Farm Access Easement Plan
- B-5.1 Tree Clearing Plan 1
- B-5.2 Tree Clearing Plan 2

The remainder of this page has intentionally been left blank.

WITNESS my hand and seal this ____ day of _____, 2022,

_____, duly authorized

Karen E. Yesair Thiel, Co-Successor Trustee of the Ruth A. Yesair Trust u/d/t dated June 27, 2013

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Karen E. Yesair Thiel, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

WITNESS my hand and seal this ____ day of _____, 2022,

_____, duly authorized

Kavy N. Yesair, Co-Successor Trustee of the Ruth A. Yesair Trust u/d/t dated June 27, 2013

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Kavy N. Yesair, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

GRANTEE APPROVAL AND ACCEPTANCE

Essex County Greenbelt Association, Inc. hereby approves and accepts this Amendment to Conservation Restriction from Karen E. Yesair Thiel and Kavy N. Yesair, Successor Trustees of the Ruth A. Yesair Trust u/d/t dated June 27, 2013, , and agrees to be bound by its terms.

Essex County Greenbelt Association, Inc.

By: _____

Katherine Bowditch
President

By: _____

Timothy Fritzinger
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex , ss.

On this _____ day of _____, 2022, before me, the undersigned notary public personally appeared Katherine Bowditch, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding or attached document.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex , ss.

On this _____ day of _____, 2022, before me, the undersigned notary public personally appeared Timothy Fritzinger, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding or attached document.

Notary Public
My Commission Expires:

APPROVAL OF THE TOWN OF NEWBURY BOARD OF SELECTMEN

We the undersigned, being a majority of the Select Board of the Town of Newbury, hereby certify that at a public meeting duly held on _____, 2022, the Select Board voted to approve the foregoing Amendment to Conservation Restriction from Karen E. Yesair Thiel and Kavy N. Yesair, Successor Trustees of the Ruth A. Yesair Trust u/d/t dated June 27, 2013 to Essex County Greenbelt Association, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF NEWBURY SELECT BOARD

Alicia Greco, Chairperson

J.R. Colby, Vice-Chairperson

Geoffrey Walker

Michael Doyle

Geraldine Heavey

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared the above members of the Town of Newbury Select Board, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Members.

Notary Public

My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Amendment to Conservation Restriction from Karen E. Yesair Thiel and Kavy N. Yesair, Successor Trustees of the Ruth A. Yesair Trust u/d/t dated June 27, 2013 to the Essex County Greenbelt Association, Inc. has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2022

Kathleen A. Theoharides
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Kathleen A. Theoharides, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Exhibit A-1 Reduced Copy of Plan

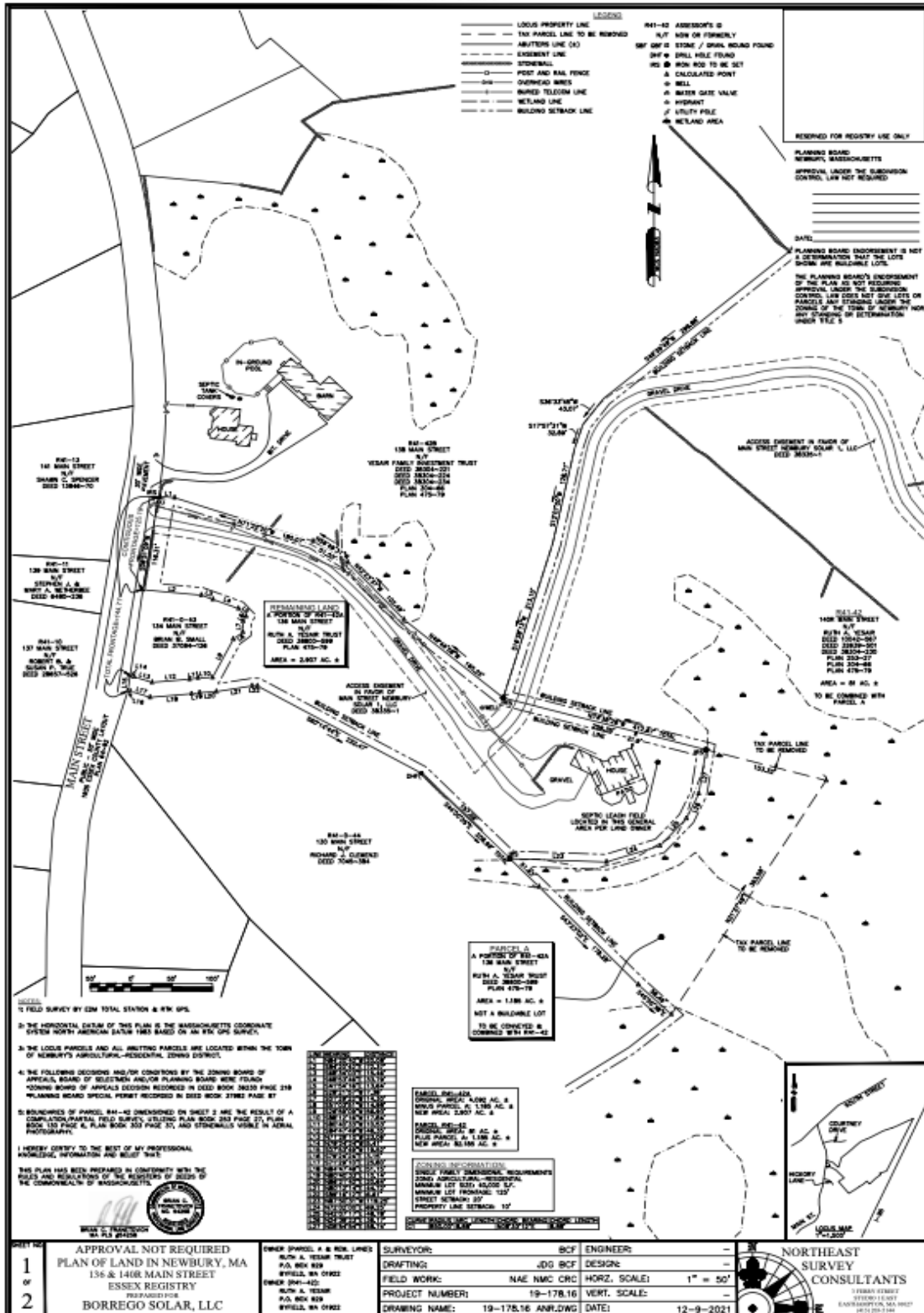


Exhibit B-1
Access Easement Plan

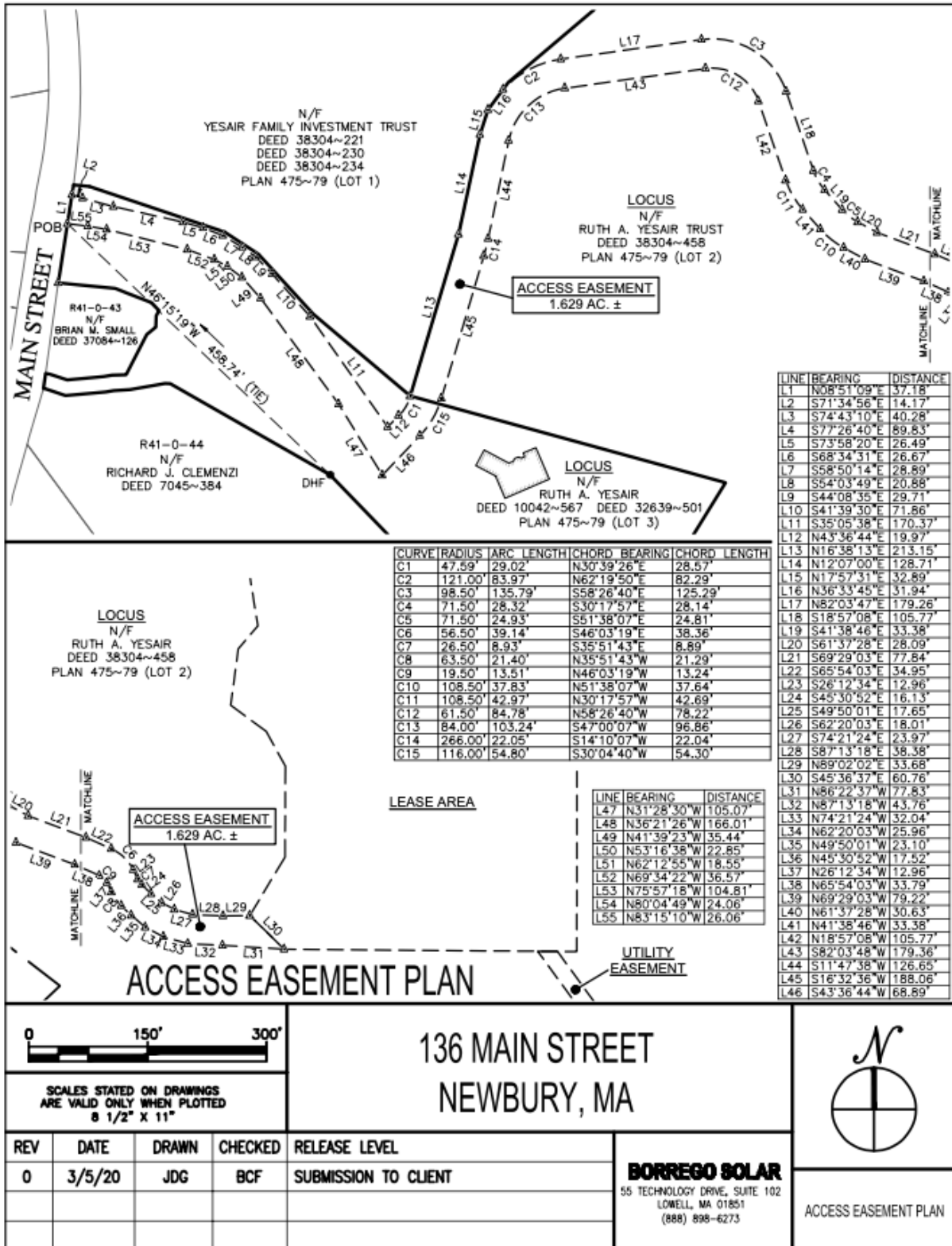
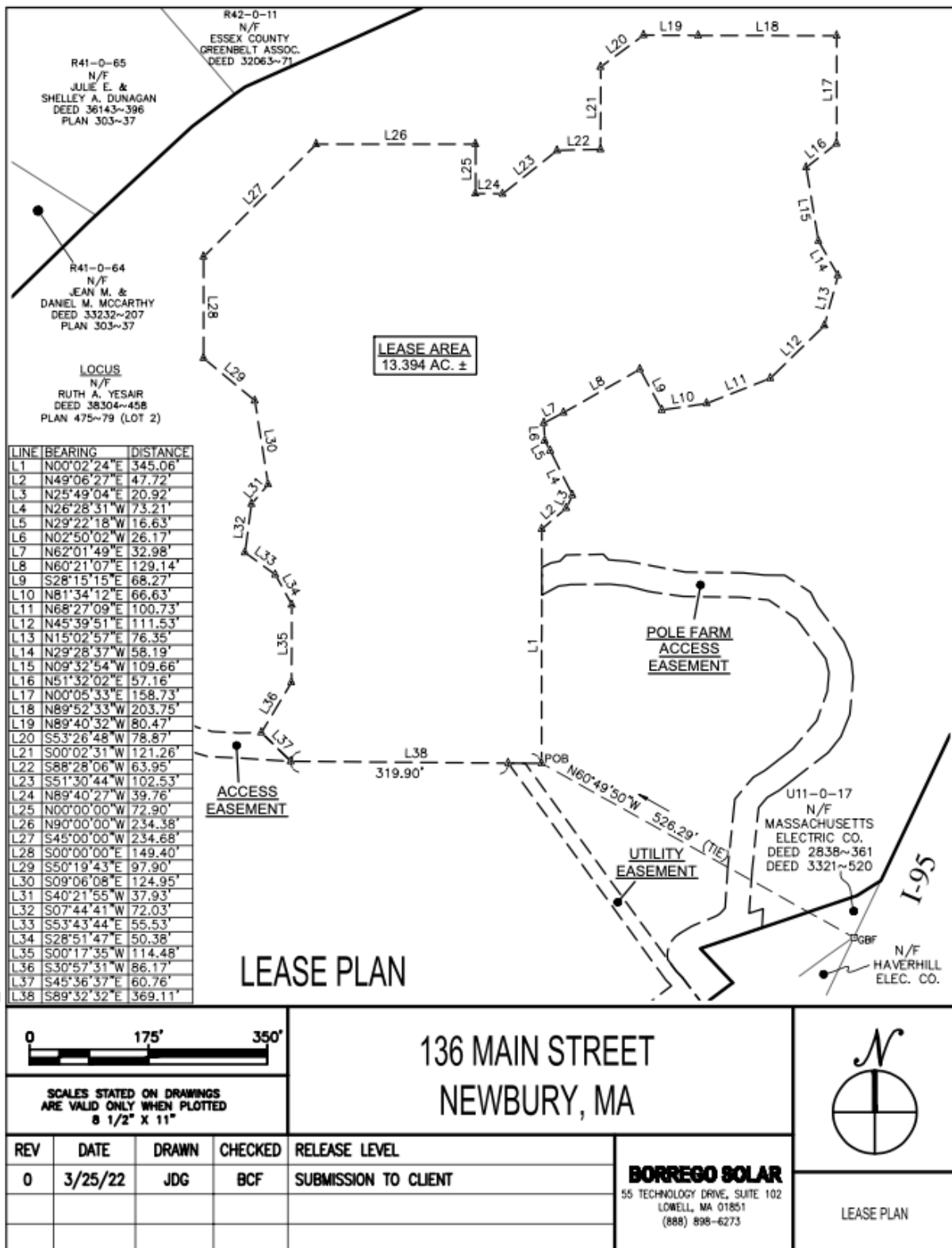


Exhibit B-2
Lease Plan



UTILITY EASEMENT PLAN

LINE	BEARING	DISTANCE
L2	S52°52'55"W	31.97'
L3	S51°00'03"W	29.36'
L4	S49°35'18"W	27.41'
L5	S53°39'51"W	48.19'
L6	S49°21'14"W	45.94'
L7	N29°20'33"E	30.95'
L8	N09°05'23"E	30.73'
L9	N48°23'41"E	45.86'
L10	N52°52'55"E	90.47'
L11	N44°24'03"W	11.90'
L12	N35°59'13"W	394.88'
L13	S89°32'32"E	24.86'
L14	S35°59'13"E	378.64'
L15	S44°24'03"E	12.98'
L16	S37°07'05"E	50.81'

LEASE AREA

ACCESS EASEMENT

POLE FARM ACCESS EASEMENT

UTILITY EASEMENT
0.391 AC. ±

LOCUS
N/F
RUTH A. YESAIR TRUST
DEED 38.304~458
PLAN 475~79 (LOT 2)

MECO EASEMENT

R41-0-58
N/F
MARC & SHANNON
SIMMONS
DEED 34629~439

U11-0-17
N/F
MASSACHUSETTS
ELECTRIC CO.
DEED 2838~361
DEED 3321~520

N/F HAVERRILL ELEC. CO.

INTERSTATE 95

S65°49'59"W
242.96' (TIE)

GBF

POB



Exhibit B-4
Pole Farm Access Easement Plan

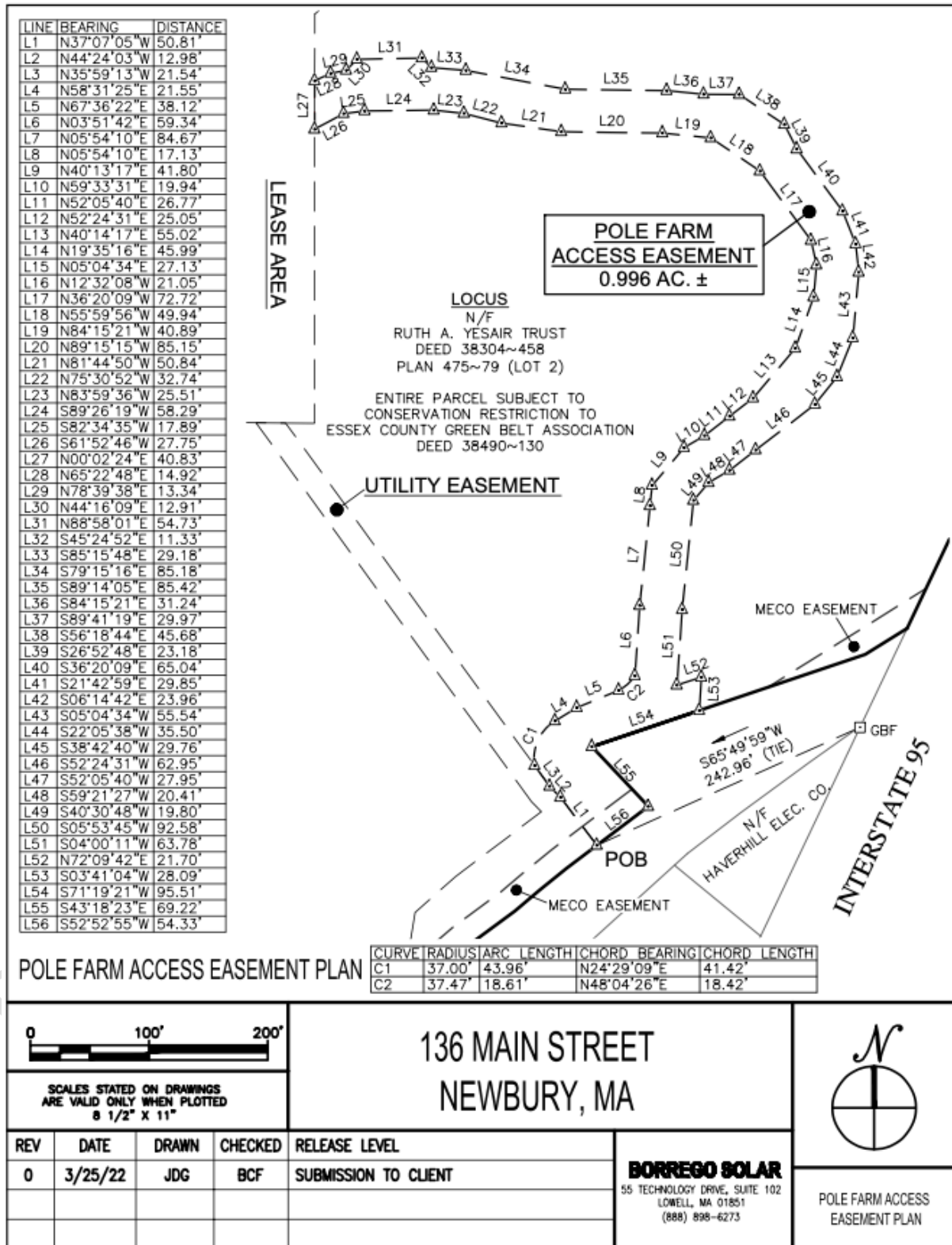


Exhibit B-5.1
Tree Clearing Plan 1

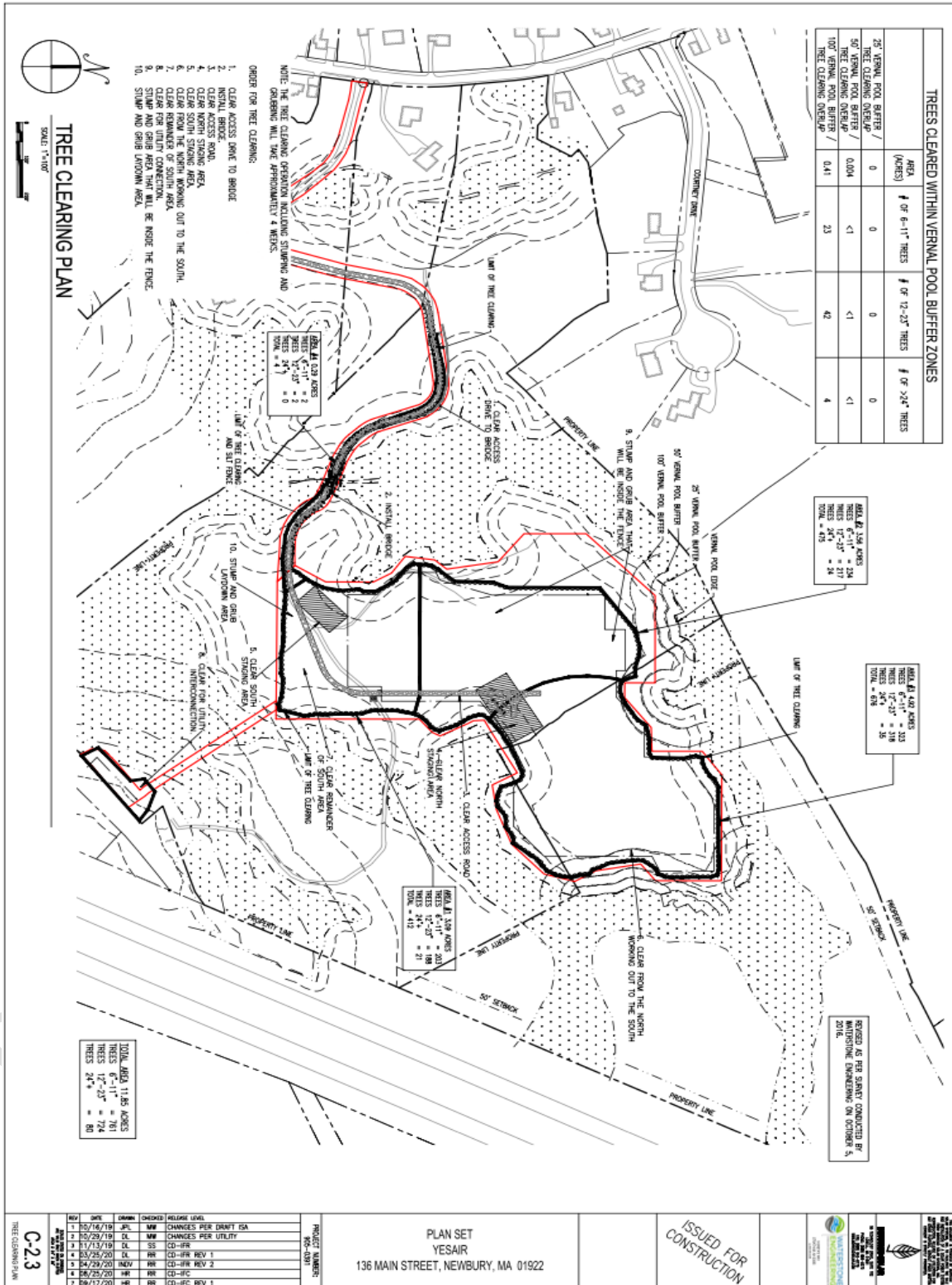
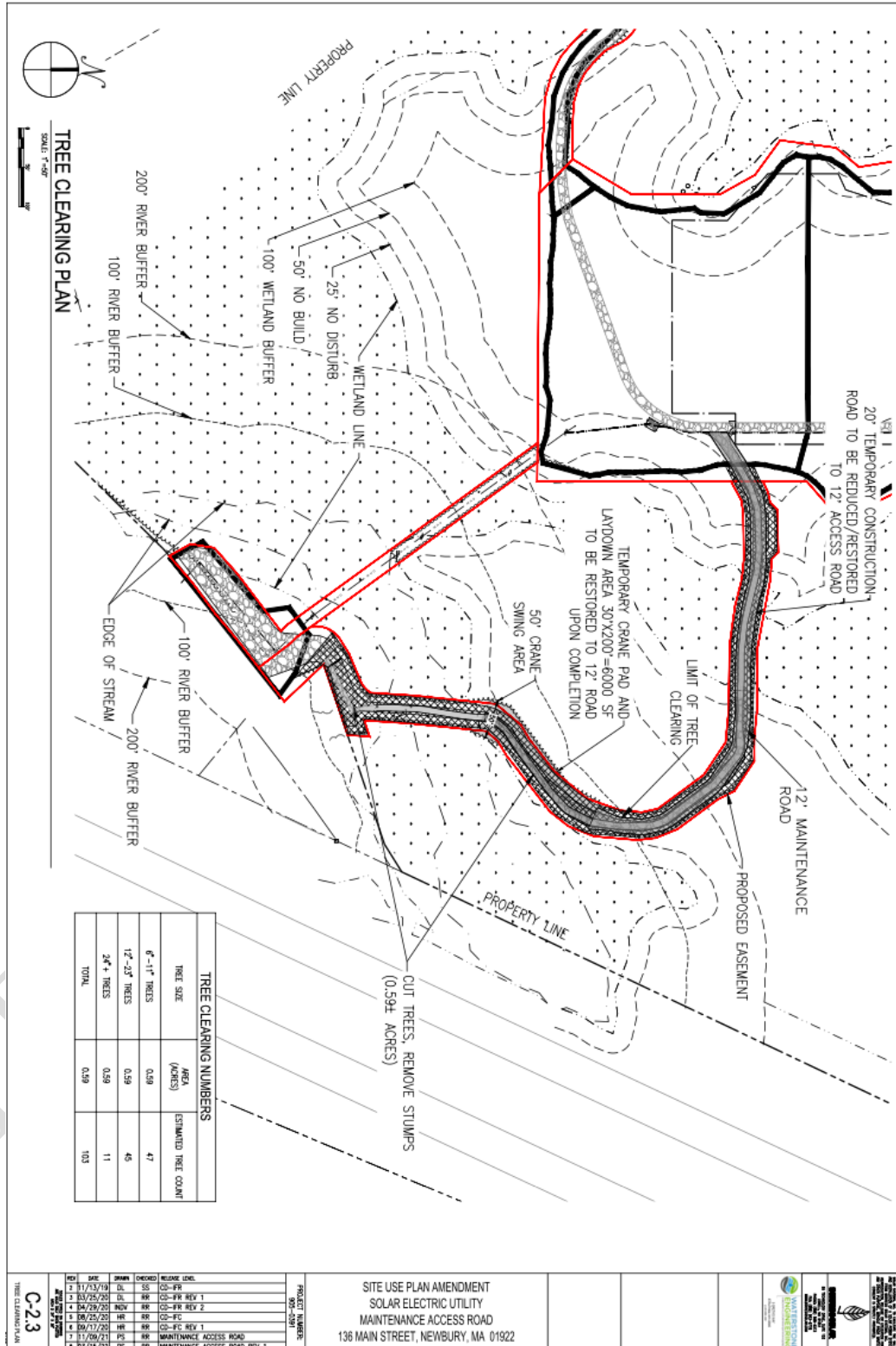


Exhibit B-5.2
Tree Clearing Plan 2



Appendix E: Schedule

**Appendix F: Applicants Letter of Authorization to Represent for
Waterstone**



Town of Newbury
Planning Board
Newbury Town Hall
12 Kent Hall
Byfield, MA 01922

July 28, 2022

RE: Approval for Waterstone Engineering to Act as Applicant Representative

To Whom It May Concern:

I, William Peregoy, authorize Robert Roseen of Waterstone Engineering to act as the applicant's representative for Borrego Solar in preparation of the Notice of Intent and the Special Permit Amendment for the Town of Newbury for 140R Main Street.

DocuSigned by:

4153A1FE70EE480...

7/28/2022

William Peregoy
Project Engineer
New Leaf Energy, Inc.
55 Technology Drive
Suite 102
Lowell, MA 01851
www.newleafenergy.com

Appendix G: Proof of Insurance



NEWLEAF-05

WTANNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME:	
	PHONE (A/C, No, Ext): (415) 946-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED New Leaf Energy, Inc. 55 Technology Dr., #102 Lowell, MA 01851	INSURER A : Valley Forge Insurance Company	NAIC # 20508
	INSURER B : Continental Insurance Company	35289
	INSURER C : National Fire Insurance Company of Hartford	20478
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			7034302501	7/27/2022	7/27/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7034302465	7/27/2022	7/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034302479	7/27/2022	7/27/2023	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			7034302482	7/27/2022	7/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE