



City of Caribou, Maine

AGENDA Caribou Planning Board Regular Meeting Thursday April 14, 2022, at 5:30 p.m.

*Municipal Building
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 498-3954*

The meeting will be broadcast on Cable Channel 1301 and the City's YouTube Channel. Public Comments submitted prior to the meeting no later than 4:00 pm on Thursday, April 14, 2022, will be read during the meeting. Send comments to CEO Ken Murchison at kmurchison@cariboumaine.org or call 493-5967.

- I. Call Meeting to Order, Determine Quorum
- II. Public Hearings
- III. Approval of minutes
 - a. Approval of Minutes of the March 10, 2022, Planning Board Meeting
- IV. Council Liaison Updates
- V. New Business
 - a. Novel Energy Solutions, Maine Caribou Connector CSG, LLC Concept Plan Review for Solar Array Project Tax Map 013 Lot 002B in the R-3 District
 - b. Introduction to Home Occupation Application for Lindsey Paradis DBA Paradis Aesthetics, 47 Meadowbrook Drive, Tax Map 010A Lot 003 in the R-1 District
- VI. Old Business
 - a. Designate Riverfront Development District Recommendation to Council
 - b. Section 13-700.13 - Home Occupations Final Review
 - c. Land Use Table Workshop Next Work Session
- VII. Staff Report
 - a. Dangerous Buildings
 - b. Caribou Trailer Park Closure/West Gate Villa Clean Up
 - c. Landbank Legislation
 - d. Maine Northern Railroad Reuse
- VIII. Adjournment



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Caribou Planning Board Meeting Minutes Thursday, March 10, 2022 @ 5:30 pm City Council Chambers

Members Present: Dan Bagley, Christine Solman, Amanda Jandreau, Dave Corriveau, Frank McElwain, Eric Hitchcock and Steve Wentworth

Other in Attendance: Ken Murchison – CEO; Denise Lausier – Executive Assistant to City Manager; John Morrill – Councilor Liaison; Melissa Lizotte – Aroostook Republican

Chairman Dan Bagley called the meeting to order at 5:30 pm.

- I. Call Meeting to Order, Determine Quorum** – Chairman Dan Bagley called the meeting to order at 5:30 pm. A quorum was present.
- II. Public Hearings** – None.
- III. Approval of Minutes -**
 - a. Approval of Minutes of the February 17, 2022 Planning Board meeting.

Frank McElwain moved to approve the minutes as presented; seconded by Amanda Jandreau.

Roll Call Vote:

Steve Wentworth – Yes; Frank McElwain – Yes; Amanda Jandreau – Yes; Christine Solman – Yes; Dave Corriveau – Yes; Eric Hitchcock – Yes.
Motion carried with all in favor.

IV. New Business -

- a. Review of Section 13-700.13 - Home Occupations – Chairman Bagley explained that the revisions went to City Council, some issues were raised during the Public Hearing. No specific requests, just questions for the Planning Board to review and address.

Chairman Bagley testified during the Council meeting and gave an overview of what the Planning Board was intending in the revisions.

Signage - CEO Murchison stated that for the question on the signage, that was just a typo. Signs are supposed to be two feet square. Steve Wentworth stated it was intended to duplicate the size of a realtor's sign. Amanda Jandreau suggested to word it not to exceed two feet by two feet. Board agreed.

Number of Employees - Discussion on number of employees for Category 1 and Category 2 for home occupations.

Eric Hitchcock has concerns increasing the number of employee parking in town. Steve Wentworth stated with employees, they need to be ADA compliant. Discussion. Mr. Wentworth stated that home occupations are intended for low impact, low scale, personal services, accounting etc. With employees, it creates issues with traffic etc. A home

occupation with employees may need to move towards a business instead of home occupation.

Traffic Flow - Chairman Bagley stated it is impossible to monitor or verify. Chairman Bagley recommended a softer requirement, left to CEO discretion whether it has the chance to increase traffic flow. Chairman Bagley stated that the answer to Council, Board will look at alternatives. This is a Category 1 criteria. More than eight cars per day, is not a no, but pushes it into a Category 2 criteria.

Deliveries – Chairman Bagley, there was a misconception on tractor trailers set in there intentionally Category 1, to provide a limit. Chairman Bagley recommended to leave this as is.

Dave Corriveau commented that Semi trucks cannot make the turns in some of the intown streets. CEO Murchison said they cannot be excessive or be a nuisance.

Eric Hitchcock commented that for many home occupations, that would not be necessary for deliveries.

Steve Wentworth recommended removing this section. Less verbiage, it will be easier for applicants. Dave Corriveau agreed with Steve Wentworth to remove the section. Leave it up to the homeowner, delivery trucks will check with home owners if they can get in.

Eric Hitchcock stated that it goes back to the type of business, large is more of a retail business which is not appropriate in a neighborhood setting. Shipping stuff in and out, not appropriate for a neighborhood setting.

Limitation is for Category 1 only. Limit impact. Eric Hitchcock commented occasional deliveries.

Eric Hitchcock had concerns with heavy truck traffic.

Board consensus to reword to limited heavy truck traffic.

Item G1 - Chairman Bagley stated this was set up to prevent someone from setting up a higher impact home occupation in a multi family home situation.

CEO Murchison stated they need to split it out on the permit as a Category 1 and Category 2.

Consensus was to leave as is.

Item G1 – Chairman Bagley commented that the Board needs to explore an alternative to using traffic. CEO Murchison will take a look at this.

Farm Stands – not considered a home occupation, does not apply, no action.

Air BNB Rentals – regulated under different rules.

Chairman Bagley & CEO Murchison will draft up wording for Council and bring to the next Planning Board meeting to discuss and review.

- b. LD 2003 *An Act To Implement the Recommendations of the Commission To Increase Housing Opportunities in Maine by Studying Zoning and Land Use Restrictions* – CEO Murchison gave an overview. Offered comment through NMDC on this. Comments were in

committee this week with MMA concerns by communities. This bill can strip away home rule from communities. We do not have any limitations except lot sizes. Need to address in ordinance the issues of short term rentals, tiny homes and air bnb's. CEO Murchison has checked with other communities for a model, but they are having the same issues. NMDC is watching this closely.

- c. Tiny Houses – Code and Land Use Standards – CEO Murchison stated that the state has passed standards for tiny homes. We can now put together an ordinance. Can be placed on an approved pad, need to be treated like a modular home, need to be hooked up to sewer and water. Concerns with health and safety. Been looking for a model to adapt to our use, but there is none.

Discussion on accessory dwellings and subdivisions.

Board discussion on tiny homes and standards, limitations, sizes, etc.

CEO Murchison asked the Board if it was time to build an ordinance for tiny homes. A lady bought a property and wants to build a tiny home and there are others who want to buy Amish buildings and call them tiny homes.

- d. Short Term Rentals – CEO Murchison stated there is no good solution for this yet. There are half a dozen Air BnB's in Caribou and they don't have to register with the City, so we don't know where they are. Need to address rental cabins and short term rentals in Caribou's Code. Already have Caribou Cabins on the Lombard Road.

Chairman Bagley said that hotels are lobbying against Air BnB's because it takes their markets away. Some places people are buying up single family homes and making them all into Air BnB's.

CEO Murchison stated that some places are requiring owners in the house, or a contact person within a certain distance of the house and a permit fee for an Air BnB. Need to go out to certify them. Off street parking is an issue.

Chairman Bagley commented that some communities are taxing Air BnB's, it could be a source of revenue.

CEO Murchison, other communities are looking at rental ordinances. Permits are involved, extra code enforcement is involved.

CEO Murchison will put together some language for an ordinance.

V. Old Business -

- a. Continue Planning Board discussion on Broadband – Chairman Bagley

Councilor John Morrill stated that he was perplexed why the Planning Board is trying to address this issue so aggressively. He has concerns they are bogging themselves down on this issue when they have many other issues to address. The dynamics of the Board may get bogged down. The City Council are the ones to make the decision on this item. At the Council meetings, they could bring any suggestions to them. Councilor Morrill said he belongs to five or six other committees and it keeps coming up at these meetings.

Councilor Morrill said that he respects the Board's suggestions.

Councilor Morrill stated concerns that he personally has is the medical marijuana issue. There was a comment in the newspaper that Caribou does not conform to this. Councilor Morrill stated that any statement like that needs to come from the Council.

Councilor Morrill stated that two entities are coming forth and could bring a revenue stream. They are well organized and coming forth. It's coming. Councilor Morrill commented that from now on, anytime something comes up in a manner like this, needs to come from the City Council or discussed first.

Councilor John Morrill thanked for the Board for their work on Home Occupations and the concerns brought before the City Council.

CEO Murchison asked if the City will opt in to the Maine Marijuana Law. Councilor Morrill stated that he cannot speak for the Council, but when it is brought before them, they need to be open minded and to be prepared.

Chairman Bagley stated the primary roles of the Planning Board is economic development and future planning for infrastructure. It is very much in the Planning Board's purview to look at such initiatives, as well as the Comprehensive Plan.

Board comments:

Steve Wentworth – progress has been a positive contribution.

Frank McElwain – selection of pathway to City Council, outside of the Planning Board's realm.

Amanda Jandreau – Planning Board should be informed at the City Council level for the economic development aspect, be integrated into the process, but need to be kept up to date on information.

Christine Solman – agrees with Amanda Jandreau. Don't need to duplicate what the Caribou Utilities District or Business Investment Group has done. Don't want to step on any toes or duplicate what has already been done. Ms. Solman stated that to her, the Planning Board's role is economic development and promoting what is presented to the Board.

Dave Corriveau – broadband has been discussed for eight years in the community and nothing has been done. That is why they took an active participation to advise to do something. Mr. Corriveau also sits on the Business Investment Group. Caribou Utilities District is open to all competitors and that far exceeds what is available right now. Have missed a lot of opportunities not having broadband in place.

Eric Hitchcock agrees with Frank McElwain. He made good points. The presentation by Chairman Bagley on the broadband was helpful and Mr. Hitchcock appreciated the leg work put into it to illustrate to the Planning Board. The Planning Board needed to understand it in a general sense. Very helpful.

Chairman Bagley felt it was helpful for the City Council to see it as well.

CEO Murchison said to offer a letter of support to City Council.

Chairman Bagley commented on how far to go in taking a stand, to make bold recommendations to the City Council. Believes it is a unique and critical role of the Planning Board to do this type of thing. Something to consider. Big enough issue that impacts the entire community. Public needs to be involved. No public hearing yet at this level.

Councilor Morrill commented that they need to hear from those who control the purse strings at the State. It is an emotional issue now.

Chairman Bagley said that the City needs to define objectives with respect to broadband. Tremendous economic development activity or is the objective to underserved.

Councilor Morrill stated that so far no organized approach. Different factors involved. Need facts. Franchise Agreement with Spectrum, \$109,000 grew \$2,000 from year before. \$100,000 in operating budget. Discussing Monday night.

Chairman Bagley stated that they will continue discussing broadband and continue giving recommendations.

b. Designate Riverfront Development District, address Land Use Table – CEO Murchison stated that the Riverfront Renaissance Committee is looking at designating the riverfront development district and land use and zoning.

Chairman Bagley will receive input from the Board members on the developed land use table. Board reviewed and discussed. The Board scheduled a working session to go through the land use table. March 24th @ 5:30 pm.

Discussion and overview on the proposed riverfront development district. CEO Murchison stated it is still in the proposed stage.

VI. Staff Report; CEO Ken Murchison –

- a. Dangerous Buildings – when snow starts to go, this is the time of year they see violations. Will be dealing with many dangerous buildings.
- b. Caribou Trailer Park Closure – three families left. Working with Housing Agency for placement.
- c. West Gate Villa – totally abandoned, many trailers were not tax acquired, City chose not to acquire those. Working to designate as dangerous buildings. There is a nuisance and dangerous buildings law where the City can deal with buildings and attach the costs to the owners on their tax bill.
- d. Tax Acquired Properties – several buildings will be demolished. 37 Home Farm Road has a collapsed roof, same dangerous building law. Owner is being served.
- e. Landbank Legislation – in front of the legislature. Held over for this session. Three work sessions on the idea committee. Public hearing is the next step.

CEO Murchison – meeting coming up on possible reuse of Maine northern railroad. Zoom meeting tomorrow at 10:00 am with representatives.

VII. Adjournment – Dave Corriveau moved to adjourn the meeting at 7:31 pm; seconded by Amanda Jandreau.

Roll Call Vote:

Steve Wentworth – Yes; Frank McElwain – Yes; Amanda Jandreau – Yes; Christine Solman – Yes; Dave Corriveau – Yes; Eric Hitchcock – Yes.

Motion carried with all in favor.

Respectfully Submitted,

Amanda Jandreau
Planning Board Secretary

AJ/dl



City of Caribou Site Design Review Application

Planning & Code Enforcement
25 High Street
Caribou, Maine 04736
(207) 493-5967
kmurchison@cariboumaine.org

Site Design Review will be scheduled only after the Code Enforcement Officer and/or Planning Board has determined that the application is complete, and all necessary information to review the proposal and render a decision has been provided by the applicant. Applicants are advised to meet with the Code Enforcement Officer prior to submitting the application for review. For applications that must be approved by the Planning Board, the review process includes at least one (1) presentation to the Planning Board, and possibly additional presentations, until all required information has been provided. Applicant may be required to tender a performance guarantee prior to, or as a condition of, project approval.

Note to Applicant: Complete this application and return it with the required documents. In addition, the required non-refundable fee must be returned along with this completed application. Make checks payable to: "City of Caribou", in the amount of \$90.00 plus \$10.00 per 2000 square feet of total gross floor area for commercial, industrial or other non residential applications. Please refer to Section 13-300 Site Design Review Ordinance for further details concerning requirements and submission/approval processes.

Please print or type all information

Name of Property Owner / Developer: Novel Energy Solutions

Development Name: ME Caribou Connector CSG LLC

Location of Property (Street Address): No address - 46.88864, -68.01526

City of Caribou Tax Map: 013 Lot: 002B Zone: R-3

Applicant Information

Brief description of project:

The project will consist of a 0.70MW solar garden.

Person and address to which all correspondence regarding this application should be sent:

Name: Brittney Krebsbach Phone: 320-290-0612

Address: 2303 Wycliff St #300 E-mail: Brittney.Krebsbach@novelenergy

City, State, Zip: St Paul, MN 55114

If applicant is a corporation, check if licensed in Maine (☒) Yes (☐) No (☐) N/A
(Attach copy of Secretary of State Registration)

Name of Land Surveyor, Engineer, Architect or other Design Professionals. (attach list if needed)

VP of Project Development - Paula Fitzger Phone: 209-918-4222

VP of Construction - Jeremy Sargent Phone: 612-345-7188

What legal interest does the applicant have in property to be developed (ownership, owners representative, option, purchase & sales contract, etc?)

Leaser of portion of property
(Attach supportive legal documentation)

General Information

Aroostook County Registry Deeds: Book # 5019 Page # 279 (attach copy of deed)

What interest does the applicant have in any abutting property? none

Is any portion of the property within 250 feet of the normal high water line of a lake, pond, river, or wetland or within 75 feet of any stream? (☐) Yes (☒) No

Is any portion of the property within a Flood Hazard Zone? (☐) Yes (☒) No

Total area or acreage of parcel: 74.16 Total area or acreage to be developed: 6

Has this land been part of subdivision in the past five years? (☐) Yes (☒) No

Identify existing use(s) of land (farmland, woodlot, residential, etc.)

Farmland

Are there restrictive covenants in the deed, or to be placed in the deed (attach list) (☐) Yes (☐) No

Does the applicant propose to dedicate any recreation area, or common lands? (☐) Yes (☒) No

Recreation area(s) Estimated Area & Description: _____

Common land(s) Estimated Area & Description: _____

Anticipated start date for construction: Month / Year 6 / 22 Completion: 7 / 22

Does any portion of the proposal cross or abut an adjoining municipal line? (☐) Yes (☒) No

Does this development require extension of public services? (☐) Yes (☒) No

Roads: ☐ Storm Drainage: ☐ Sidewalks: ☐ Sewer Lines: ☐ Other: ☐

Estimated cost for infrastructure improvements: \$ _____

Water Supply: Private Well: (☐) Public Water Supply: (☐) None: (☒)

Sewage Disposal: Private SSWD: (☐) Public Sewer: (☐) None: (☒)

Estimated sewage disposal gallons per day: (_____/ day)

Do the plans require review by the State Fire Marshal Office? (☐) Yes (☒) No
(Attach Barrier Free and Construction Permits from SFMO)

Have the plans been reviewed & approved by the Caribou Fire Chief? (☐) Yes (☒) No

Does the building have an automatic sprinkler system? (☐) Yes (☐) No (☒) N/A

Does the building have an automatic fire detection system? (☐) Yes (☐) No (☒) N/A

Will the development require a hydrant or dry hydrant fire pond? (☐) Yes (☒) No

Concept Plan Review Requirements

At the request of the applicant, the Code Enforcement Officer or Planning Board may review the application first as a Concept Plan. Concept Plan Review is intended to ensure that the proposed plan is in conformance with the Caribou Comprehensive Plan and all City ordinances. If the application must be approved by the Planning Board, the completed application and Concept Plan must be delivered to the Code Enforcement Office no less than 21 days prior to the next scheduled meeting of the Planning Board, in order for it to be considered during that meeting. Concept Plan Review applications must include the following items:

1. X Name and address of the owner of record and applicant (if different).
2. X Name of the proposed development and location.
3. X Names and addresses of all property owners within 500 feet of the property.
4. X A copy of the deed to the property, option to purchase the property, or other documentation to demonstrate right, title, or interest in the property on the part of the applicant.
5. X Names and addresses of all consultants working on the project.

6. X 1 complete set of plans, delivered in Adobe Acrobat, high-resolution .pdf file(s)
- Plans to be included:
- Boundary Survey
 - Storm Water Management
 - Erosion and Sediment Control
 - Finish Grading Plan
 - Site Improvement Detail
 - Building Elevations and Structural Plans
7. Plans to show the following elements for review:
- X a. Graphic scale and north arrow.
 - X b. Location and dimensions of any existing or proposed easements and copies of existing covenants or deed restrictions.
 - X c. Name, registration number, and seal of the land surveyor, architect, engineer, and/or similar professional who prepared the Plan.
 - X d. All property boundaries, land area, and zoning designations of the site, regardless of whether all or part is being developed at this time.
 - X e. Size, shape, and location of existing and proposed buildings on the site including dimensions of the buildings and setbacks from property lines.
 - X f. Access for Emergency Vehicles, location and layout design of vehicular parking, circulation areas, loading areas, and walkways including curb cuts, driveways, parking space and vehicle turn around areas.
 - X g. Location and names of streets and rights-of-way within 200' and adjacent to the proposed development.
 - X h. Proposed finish grades and graphic arrows indicating the direction of storm water runoff.
 - X i. Conceptual treatment of on and off site storm water management facilities.
 - X j. Location and sizes of existing and proposed sewer and water services including connections.
 - X k. Conceptual treatment of landscaping buffers, screens, and plantings.
 - X l. Location of outdoor storage areas, fences, signage and accessory structures.
 - X m. Context map illustrating the area surrounding the site that will be affected by the proposal, including all streets, sidewalks, intersections, storm water drainage ways, sanitary sewer lines and pump stations, nearby properties and buildings, zoning districts, and geographic features such as, but not limited to, wetlands, natural features, historic sites, flood plains, significant scenic areas, and significant wildlife habitats as provided in the Comprehensive Plan.
 - n/a n. All proposed signage and exterior lighting, including the location, size and wording of all signs, type of exterior lights, radius of light, manufacturer's specifications sheet, and the ground level intensity in foot- candles of all exterior lights. If no signage or exterior lighting is proposed, state "n/a."

Final Plan Review Requirements

Upon determination that the application is complete, the Code Enforcement Officer or Planning Board (by majority vote) will schedule a Final Plan Review. If additional information or changes are required by the Code Enforcement Officer or Planning Board following a Concept Plan Review (if applicable), a complete set of revised plans must be provided for the Final Plan Review. If the application must be approved by the Planning Board, plans must be delivered to the Code Enforcement Office at least 21 days prior to the next scheduled Planning Board meeting, in order to be considered during that meeting.

Final Plan Review requires three (3) 24" X 36" sets of plans. If the application must be approved by the Planning Board, an area designated for all seven (7) Planning Board Member signatures must be provided on the plans. Otherwise, an area designated for the Code Enforcement Officer signature must be provided.

If the Code Enforcement Officer or Planning Board determines that a third party review is necessary to make a sound decision, the applicant will be responsible for any fees incurred for the third party review.

During the Final Plan Review, the Code Enforcement Officer or Chairman of the Planning Board (or designee) ensures that all elements of review 7-a. through 7-n. above, and all criteria of the Final Plan Review A. through AA. below have been addressed. If the application must be approved by the Planning Board, then the Chairman may call for a motion to Approve, Approve with Conditions, Deny, or Table the application. Otherwise, the Code Enforcement Officer renders a decision, based on his/her review.

If the Final Plan is approved by the Code Enforcement Officer or Planning Board, no work may commence for a period of 30 days following the date of approval, to allow sufficient time for potential appeal(s) to the decision.

A request to the Planning Board to reconsider a decision must be filed within 10 days of the decision that is to be reconsidered. A vote to reconsider and the action taken on that reconsideration must occur and be completed within 45 days of the date of the vote on the original decision. The Planning Board may conduct additional hearings and receive additional evidence and testimony, as provided.

To the best of my knowledge, all of the information submitted in this application is true and correct.

Signature of Applicant: Brittney Krebsbach Date: 3/25/2022

Final Plan Review application was determined to be complete on: Date: _____

Final Plan Review	Date: _____	<u>Yes</u>	<u>No</u>	<u>N/A</u>
A. Conformance with Comprehensive Plan		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Traffic		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Site Access		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Parking & Vehicle Circulation		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Pedestrian Circulation		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
F. Site Conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Open Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Sanitary Sewage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Emergency Vehicle Access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Waste Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L. Buffering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. Natural Areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N. Exterior Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O. Stormwater Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P. Erosion & Sediment Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Q. Buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
R. Existing Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S. Infrastructure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
T. Advertising Features	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
U. Design Relationship to Site & Surrounding Properties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
V. Scenic Vistas & Areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
W. Utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
X. Mineral Exploration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Y. Phosphorus Export	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Z. General Requirements (ref 13-700)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AA. Access Management, Off-Street Parking, Loading, and Road Design and Construction (ref 13-710)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**City of Caribou, Maine
Site Design Review**

Site Design Review for: ME Caribou Connector CSG LLC

Address: No address - 46.88864, -68.01526

Decision by the Caribou Code Enforcement Officer

On _____ (date) the Code Enforcement Officer conducted the Final Plan Review for the property or project referenced above.

The application was: ☐ Denied ☐ Approved ☐ Approved with Conditions

Signed: _____ Code Enforcement Officer

Decision by the Caribou Planning Board

On _____ (date) the members of the Caribou Planning Board conducted the Final Plan Review for the property or project referenced above.

The application was: ☐ Denied ☐ Approved ☐ Approved with Conditions

Signed: _____ Planning Board Chairman

_____ Planning Board Member

_____ Planning Board Member

_____ Planning Board Member

_____ Planning Board Member

_____ Planning Board Member

_____ Planning Board Member

Condition(s) of Approval:

Reason(s) for Denial:

SOLAR POWER SITE LEASE AND EASEMENT AGREEMENT

THIS SOLAR POWER SITE LEASE AND EASEMENT AGREEMENT (this “**Lease**”) being made this 28th day of October, 2021 (the “**Effective Date**”) by and between **Guerrette Farms Corporation**, a corporation in Maine having an address of PO Box 1135, Caribou ME 04736 (“**Lessor**”), and **Novel Energy Solutions L.L.C.** (and/or its Assigns), a Minnesota Limited Liability Company, having an address of 2303 Wycliff Street, St. Paul, MN 55114 (“**Lessee**”) (each a “**Party**” and collectively the “**Parties**”).


Lessor:		Lessee:	
Name and Address	Guerrette Farms Corp PO Box 1135 Caribou, ME 04736	Name and Address	Novel Energy Solutions L.L.C. Attn: Daniel Dillon 2303 Wycliff St, Suite 300 St. Paul, MN 55114
Phone		Phone	612-345-7188
E-mail		E-mail	Dan.Dillon@novelenergy.biz

This Lease sets forth the terms and conditions on which Lessor shall grant a leasehold interest to Lessee for the installation and operation of a solar panel system as defined and described in Exhibit 1 (the “**System**”) on a portion (the “**Premises**”) (as described and depicted in Exhibit 2), of certain real property owned by Lessor (“**Lessor’s Property**”) as described and depicted in Exhibit 3, together with ingress, egress and utility easements across the Lessor’s Property, and any abutting property owned by Lessor, providing access to and from a public road and the point of utility interconnection, as described in Section 12 of the Terms and Conditions of the Lease, incorporated hereby in Exhibit 5) for the purpose of generating and selling electricity and associated attributes and incentives under an agreement to be entered into between Lessee and a third party. The access and other rights granted herein shall run with and bind the Property and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

The Exhibits listed below are hereby incorporated by reference and made a material part of this Lease.

- Exhibit 1 Description of the System
- Exhibit 2 Legal Descriptions of the Lessor’s Property, the Premises, and Access Easement(s)
- Exhibit 3 Survey Depicting the Lessor’s Property, the Premises, and Access Easement(s)
- Exhibit 4 Environmental Permits
- Exhibit 5 Terms and Conditions of the Lease

LESSOR:

Signature: 
Printed Name: Brian Guerrette
Date: 10-30-21

Signature: _____
Printed Name: _____
Date: _____

LESSEE:

NOVEL ENERGY SOLUTIONS L.L.C.

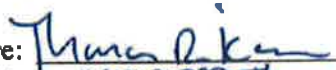
Signature: 
Printed Name: ~~James~~ Thomas Dickson
Title: Authorized Signer
Date: 11/2/2021

EXHIBIT 1

Description of the System

System: (DC MW): The approximately 0.7 megawatt direct current ("MW DC") solar panel electric generating system, including associated improvements and equipment, to be installed and operated by Lessee on the Premises required to transfer and deliver generation offsite.

EXHIBIT 2

Legal Descriptions of the Lessor's Property, the Premises, and Access Easement(s)

Lessor's Property: The approximately 74.16 acre parcel of real property owned by Lessor, together with any access easements benefitting the Lessee, located in Aroostook County and State of Maine, as shown on the survey attached hereto as Exhibit 3, more specifically bounded and described as follows:

(A more fully complete legal description will be inserted at a later date. The 6+- acres of property to be put under option by this agreement are located on Parcel No. 013-002-B)

Premises: Legal description of the premises to be added at a later date. The legal description will be within Parcel No. 013-002-B (as depicted below).

To be inserted at a later date.

Lessor Initial(s) AS

Lessor Initial(s) _____

Lessee Initial(s) TD



EXHIBIT 3

Survey Depicting the Premises, Lessor's Property, and Access Easement(s)

[Final Survey and Detailed Site Plan to be added at a later date]

EXHIBIT 4

Environmental Permits

<[None]>

EXHIBIT 5

Terms and Conditions of the Lease

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Lease as a whole and not to any particular section or subsection of this Lease; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Lease are strictly for convenience and shall not be considered in interpreting this Lease.
2. **Lease of Premises.** For the Lease Term (as defined below), and on the terms, conditions, and covenants of this Lease, Lessor leases to Lessee, and Lessee leases from Lessor, the Premises. The boundary line and acreage of the Premises (the "Acreage," and each such acre, an "Acre"), shall be determined by the ALTA survey, as the same may be amended (the "Survey") incorporated hereinabove as Exhibit 3. Lessor acknowledges that, for the purposes of accurately determining the boundary line and the Acreage, the Survey may not be completed until after the System has been installed, at which time the final Survey, Premises boundary line and Acreage (including the specific acreage of Infeasible Land, as defined in Section 5.a., below) shall be incorporated into this Lease without need of an amendment and Lessor agrees to promptly execute and deliver a supplemental memorandum of this Lease incorporating any such final Survey for recording purposes. During the Lease Term (defined hereunder), the parties hereby agree that Lessee shall have the option to decrease the Acreage for calculation of Basic Rent (set forth in Section 5 hereunder) purposes, by giving notice of exercise of the option ("Option Notice") to Lessor at any time and for any reason. In the event that Lessee exercises the option to decrease Acreage, the Basic Rent shall be adjusted effective as of the date that Lessee provides Lessor with the Option Notice.
3. **Use and Operation.** The Premises may be utilized by Lessee and Lessee's agents, employees, contractors, and invitees, for (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System, together with access thereto; (b) performing all of Lessee's obligations and enforcing all of Lessee's rights set forth this Lease; and (c) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the System to the local electric utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System; and (d) any related legal uses.
4. **Term.** The lease term (collectively, the "Lease Term") shall have an initial Option Term, Primary Term, and Renewal Term as those terms are defined below:
 - a. The Option Term shall commence on the Effective Date, and continue for a period of forty (40) months thereafter (the "Option Term"), provided however, that Lessee shall pay [REDACTED] as an annual fee (the

"Option Term Annual Fee"), the receipt of which is due within thirty (30) business days following the Effective Date, and then henceforth due on every one year anniversary after the Effective Date if Lessee has not elected to commence the Primary Term (as defined below). During the Option Term, Lessee, whether by itself or through its agents and/or representatives, is permitted to perform land due diligence to ensure the Premises are appropriate for installation and operation of the System, whereby such due diligence may include but is not limited to conducting geotechnical, survey, environmental, and other customary due diligence (the **"Due Diligence"**). If any Due Diligence efforts require testing or sampling which alters the overall condition of the Premises, Lessee shall, at its sole expense, restore the Premises to its original condition, excluding ordinary wear and tear. Lessee shall have the option and the unfettered right to elect to commence the Primary Term (as defined below) of this Lease during the Option Term. Lessee shall give Lessor written notice of its election to commence the Primary Term on or before the expiry of the Option Term notifying the Lessor of the date for commencement of the Primary Term (the **"Lease Commencement Date"**). During the Option Term the Lessee has the right to unilaterally terminate this Lease, in its sole and absolute discretion. In the event of termination by Lessee pursuant to this provision, Lessee shall be relieved of all further liability hereunder except its obligation to remove its improvements and to honor and pay any existing liabilities and indemnification as provided herein. Any option and/or rental fees paid prior to said termination date shall be retained by Lessor. Notwithstanding the foregoing, in the event that Lessee commences construction on the Premises, the Primary Term shall be considered to begin on such date and shall be the Lease Commencement Date for the purposes of this Lease. In such event, Lessee shall provide notice of such lease commencement within thirty (30) days of the Lease Commencement Date. For the avoidance of doubt, the commencement of construction for the purposes of commencement of the Primary Term shall be the date upon which Lessee begins civil construction.

- b. The Primary Term shall be for twenty-five (25) years plus the period of System construction on the Property (**"Construction Period"**), such Construction Period not to exceed eighteen (18) months, (the **"Primary Term"**) commencing on the Lease Commencement Date (i.e., the Primary Term may be up to 26.5 years depending on the duration of the Construction Period). The Construction Period shall be measured from the Lease Commencement Date and will conclude upon interconnection of the System. After the Lease Commencement Date, but prior to construction and commercial operation of the System, Lessee may terminate this Lease if Lessee determines, in its sole and absolute discretion, that it would not be commercially reasonable to proceed with the construction and operation of the System; provided, however, if Lessee exercises such termination right following the Lease Commencement Date, then such termination shall be effective as of the date Lessee pays a termination fee (the **"Lease termination Date"**) which amount shall be equal to the Rent that would otherwise be due for the first twelve (12) months following the Lease Termination Date. Notwithstanding anything to the contrary contained herein, the Primary Term shall terminate seven (7) years after the Lease Commencement Date if the System has not achieved connection to the utility grid or commenced distributing power onto the electric grid for sale within seven (7) years after the Lease Commencement Date.

- c. Lessee shall have the option and right to elect to extend this lease for up to two (2) five (5) year extensions (each such extension referred to as a "**Renewal Term**", or collectively as the "**Renewal Terms**"). Lessee shall give Lessor written notice of its election to extend the Lease for the initial Renewal Term on or before the commencement of the twenty-third (23rd) year of the Primary Term. Lessee shall give Lessor written notice of its election to extend the Lease for the second Renewal Term on or before the commencement of the third (3rd) year of the initial Renewal Term.
- d. A final term commencing upon expiration of the Primary Term, or expiration of the final Renewal Term, whichever is later, to allow for Lessee's decommissioning and removal of the System in accordance with Section 15 (the "**Final Term**"). The Final Term shall last no longer the ninety (90) days, unless extended per mutual written agreement of Lessee and Lessor.
5. **Rent.** In consideration for Lessor leasing the Premises to Lessee, Lessee agrees to pay during the Lease Term to Lessor in lawful money of the United States of America, basic rent as follows (collectively, the "Basic Rent"):
- a. Primary Term Rent. Commencing on the Lease Commencement Date and continuing on each anniversary thereafter the annual rent of [REDACTED] Dollars (\$ [REDACTED]) per acre of the Premises per year payable to Lessor ("Feasible Rent"), in advance, in one (1) annual installment. The Primary Term Rent shall escalate at the rate of [REDACTED] % beginning on the 10 year anniversary of the Lease Commencement Date and continuing each year after. Notwithstanding the foregoing, with respect to portions of the Premises that are infeasible for farming or other revenue generating purposes (the "Infeasible Land") the annual rent of [REDACTED] Dollars (\$ [REDACTED]) per acre of the Premises shall be payable per year to Lessor (the "Infeasible Rent"), in advance, in one (1) annual installment. For the purposes of this Agreement, the Parties hereby agree that 3.0 acres of the Premises shall be considered Infeasible Land for the purposes of calculating rent hereunder. Together the Feasible Rent and the Infeasible Rent shall be collectively defined as the "Primary Term Rent" (and shall, for the avoidance of doubt, be subject to the foregoing escalation).
- b. Renewal Term Rent. Beginning on the first (1st) day of the first (1st) Renewal Term, the annual Rent shall be the then existing Primary Term Rent and such Renewal Term Rent shall continue to be increased annually at the same [REDACTED] % rate of increase per acre of the Premises per year payable to Lessor, in advance, in twelve (12) monthly installments.
- c. Final Term Rent. Commencing on the first day of the Final Term, the annual Rent shall be the Primary Term amount or the Renewal Term Rent amount (whichever is applicable) plus [REDACTED] per acre of the Premises payable monthly to Lessor, in advance, with the last monthly installment thereof pro-rated to the last day of the Final Term.
- d. Basic Rent Due Date. Any payment due under this Lease shall be timely if it is made on the due date or within thirty (30) calendar days thereof.

6. **Title and Quiet Possession.** Lessor shall ensure that Lessee's rights under the Lease and Lessee's access to the Premises are preserved and protected and shall not interfere with or permit any third parties to interfere with such rights or access. Lessee shall have the quiet use and enjoyment of the Premises and the easements described herein in accordance with and subject to the terms of this Lease, without any manner of hindrance, interference, or molestation of any kind by Lessor or any person claiming through Lessor. It shall be Lessee's responsibility to post the Premises as it deems appropriate and to enforce any restrictions on access and/or use by third parties, whether as permitted by Lessee or as trespassers.
7. **Maintenance of Premises, Compliance with Law and Permitting.** Lessee shall, at its sole cost and expense, maintain the Premises in good condition and repair. Lessor shall fully comply with all statutes, regulations, orders, permits and other governmental requirements (collectively "Laws") applicable to the Premises or to Lessor as the owner of the Premises, including but not limited to any Laws relating to operation and maintenance of the Premises, and Lessor shall cooperate in all respects so as to allow Lessee to procure and maintain any permits necessary for the installation and operation of System as a result of the System's location on the Premises. Lessor shall also fully cooperate with Lessee's efforts at no cost to Lessor to obtain any permits necessary for the construction, operation, maintenance, and grid connection of the System.
8. **No Alteration of Premises.** Lessor shall not make any alterations or repairs to the Premises which may adversely affect the operation and maintenance of the System without Lessee's prior written consent. If Lessor wishes to make such alterations or repairs, Lessor shall give prior written notice to Lessee, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Lessee the opportunity to advise Lessor in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Lessor shall be responsible for all damage to the System caused by Lessor or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, (a) such work and any replacement of the System after completion of Lessor's alterations and repairs shall be done by Lessee or its contractors at Lessor's cost, and (b) Lessee may reasonably estimate the amount of electricity that would have been delivered to its customers under the applicable agreement and/or electricity providing arrangement during the period of time in which the System is not operational and thereafter during the term of the applicable agreement and/or electricity providing arrangement, if such alteration/repairs adversely affect ongoing operation and maintenance of the System, and shall invoice Lessor for such amount and any associated lost or recaptured Environmental Incentives (as defined below) and lost sales (and penalty payments associated with the same) of associated Environmental Attributes (as defined below). All of Lessor's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
9. **Liens.** With the exception of a Permitted Mortgage, Lessor shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Lessor shall immediately notify Lessee in writing of the existence of any

such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Lessee, and shall indemnify Lessee against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Lessor may mortgage its interest in the Property and pledge or otherwise encumber its rights under the Lease pursuant to such mortgage, provided that prior to entering into such mortgage the financial institution providing the mortgage enters into a subordination and non-disturbance agreement with Lessee (a "**Permitted Mortgage**"). If Lessor shall fail to discharge or bond off to the satisfaction of Lessee, within forty-five (45) days after written demand by Lessee, any mechanic's or materialman's lien, tax lien, or other lien or attachment (other than a Permitted Mortgage) against the Premises, or any portion thereof, which is superior to the lien of this Lease, Lessee shall have the right to bond the lien off or to pay such amounts to the holder(s) of any such lien or attachment as shall be necessary to cause the same to be released and discharged, and the amounts paid by Lessee may be deducted by Lessee, as aforesaid, from the next installment or next several installments of rent payable hereunder until such amounts have been fully recovered by Lessee. The good faith deduction of rent by Lessee in accordance with the provisions hereof shall not constitute a default by Lessee in the payment of rent or in the performance of its obligations under this Lease unless Lessee shall fail to pay the amount of such deduction to Lessor within thirty (30) days after a final adjudication that such amount is due and owing to Lessor.

- a. **Mechanics Lien.** Lessee promptly shall pay for any labor, services, materials, supplies or equipment furnished to it in or about the Premises and shall keep the Premises free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to it or for its benefit in connection with its preparation, development, occupation or use of the Premises. Should any such lien or notice of such lien be filed against the Premises, Lessee shall discharge the same within forty-five (45) days after it has received notice that the lien or claim is filed regardless of the validity of such lien or claim. The previous sentence notwithstanding, if Lessee has a good faith belief that such lien is not valid it shall have the right to contest any such mechanic's or other lien claim filed against the Premises or any part thereof if it notifies Lessor in writing of its intention so to do, diligently prosecutes any such contest, at all times effectually stays or prevents any official or judicial sale of the Premises under execution or otherwise, and pays or otherwise satisfies any final judgment adjudicating or enforcing such contested mechanic's or other lien and thereafter promptly procures and records a satisfaction and release of same.
10. **Security.** Lessor shall be responsible for using commercially reasonable efforts to notify Lessee of any risks to the physical security of the Premises and the System. Lessor will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
11. **Insolation.** Lessor hereby acknowledges, understands and agrees that unobstructed access to sunlight ("**Insolation**") is essential to Lessee's performance of its obligations to its customers (or the customers of its assignees) and a material term of this Lease. Lessor shall not in any way cause and, where possible, shall not in any way permit any interference with

the System's Insolation. If Lessor becomes aware of any activity or condition on its property that could diminish the Insolation of the System, Lessor shall notify Lessee immediately and shall cooperate with Lessee in preserving the System's existing Insolation levels. If such Insolation levels are not or cannot be maintained, the amount of electricity that would have been delivered to Lessee's customers (or the customers of its assignees) but for the reduced insolation levels, shall be reasonably determined by mutual agreement, or in the absence thereof, by appraisal conducted by a mutually acceptable appraiser who is knowledgeable of the industry, and Lessee may elect to invoice Lessor for such amount and any associated lost or recaptured Environmental Incentives and lost sales (and penalties payments associated with the same) of associated Environmental Attributes subject to the Limitations on Liability as set forth under Section 21(d)(ii). Further, the Parties agree that reducing Insolation would irreparably injure Lessee, that such injury may not be adequately compensated by an award of money damages, and that Lessee is entitled to seek specific enforcement of this Section 11 against Lessor.

As used in this Lease, the terms Environmental Attributes, Environmental Incentives, Governmental Agencies, and Tax Credits shall have the following meanings:

"Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Lessor and Lessee shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

"Environmental Incentives" means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

"Governmental Authority" means any national, state or local government (whether

domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the Minnesota Public Utilities Commission), or any arbitrator with authority to bind a party at law.

“Tax Credits” means any and all (i) investment tax credits, (ii) production tax credits and (iii) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

Notwithstanding anything to the contrary in this Lease, or any other document, permit, certificate, or approval, Lessee is the sole and exclusive owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Lessor’s rights shall not include any Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be the property of Lessee. Lessee may request that Lessor cooperate with Lessee in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Lessor shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Lessee. If any Environmental Incentives are paid directly to Lessor related to Lessee’s System, Lessor shall immediately pay such amounts over to Lessee.

12. **Ingress, Egress, Utility and Solar Easement.** The rights granted to Lessee in this Lease include, without limitation the following easements and related rights:

- a. the exclusive right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Premises, in connection with the System: (a) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables (collectively **“Transmission Facilities”**); (b) facilities consisting of one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate to service the System, regardless of where located (collectively **“Interconnection Facilities”**, which collectively with the Transmission Facilities and improvements installed in connection with the System, collectively constitute the **“Solar Improvements”**); and (c) with all necessary easements therefor;
- b. Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across Lessor’s Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the **“Solar Easement”**) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point

where any solar panel is or may be located at any time from time to time (each such point referred to as a "Site") and for a distance from each Site to the boundaries of the Lessor's Property, together vertically through all space located above the surface of the Lessor's Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Lessor's Property through each Site to each point and on and along such line to the opposite exterior boundary of the Lessor's Property, and for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the System. The memorandum described in Subparagraph n of Section 28 shall reference the Solar Easement, as required by Minn. Stat. § 500.30. For the avoidance of doubt, growing crops (including, but not limited to, corn, soybeans, grains, or alfalfa; but specifically excluding trees) outside of the Premises shall not be deemed to interfere with this Solar Easement. Lessee acknowledges that Lessor has no obligation to prevent or to seek to regulate the existence of or the planting of trees on any real property it does not own.

- c. An exclusive easement and right to capture, use and convert sunlight and related solar resources on an unobstructed basis over and across the Premises and Lessor's Property;
- d. A non-exclusive access easement over and across the Lessor's Property (and within any existing easement appurtenant to the Lessor's Property for ingress and egress to the Premises, to and from a public road, and a construction and utility easement over Lessor's Property adjacent to the Premises (and within any existing easement appurtenant to the Lessor's Property) for construction and maintenance of the System.
- e. A non-exclusive right for the installation, use, repair, replacement and removal of the System across the Lessor's Property;
- f. A non-exclusive right for the installation, use, operation, maintenance, repair, replacement and removal of Interconnection Facilities across the Lessor's Property;
- g. An easement and right on the Lessor's Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Premises including but not limited to an easement right, subject to applicable governmental regulations, to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Lessor's Property which might obstruct receipt of or access to sunlight throughout the Premises or interfere with or endanger the System or Lessee's operations;
- h. The right of subjacent and lateral support on the Lessor's Property to perform whatever is necessary for the operation and maintenance of the System, including, without limitation, guy wires and supports; and
- i. The right to undertake any such purposes or other activities, whether accomplished

by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Lease or that are compatible with such purposes or uses.

The easement rights granted by Lessor under this Lease constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Lessee, its successors and assigns, as owner of such easements, and the parties expressly agree that such easement rights shall be transferable in accordance with the assignment provisions of this Lease. The parties expressly intend for all easement rights herein to be, and for this Lease to create, **EASEMENTS IN GROSS** in Lessee and Lessee's successors and assigns, and neither such easements nor this Lease shall be appurtenant to any other property or interest. Notwithstanding the foregoing, if the Lessor conveys the Lessor's Property during the Lease Term, Lessor agrees that any granting document, including the deed, shall include within the property description, the existence of the easements contained herein.

The term of the easements described in this Section 12 shall commence upon the Lease Commencement Date of this Lease and shall continue until the expiration of the Lease Term. Additional details concerning the location and configuration of the easement shall be set forth in a recordable instrument prepared by Lessee, which Lessor agrees to execute, and have notarized, within ten (10) days of any Lessee request therefor made from time to time. In addition, at Lessee's request and expense, the easements described in this Section 12 may be set forth in a separate standalone easement agreement, which Lessor and Lessee agree to execute and which Lessee shall have recorded as an encumbrance on the property of Lessor and binding upon all subsequent owners, successors, and assigns.

13. **Lessor's Access.** Lessor shall not enter the Premises without providing Lessee with three (3) days advance written notice or outside the presence of a Lessee representative, except in situations where there is imminent risk of damage to persons or property.

14. **Taxes.**

a. **System Taxes.**

- (1) As of the Effective Date, there are no taxes assessed against the System. If, however, after the Effective Date the System is subject to System Taxes, then Lessee shall pay any and all System Taxes prior to the date such System Taxes become delinquent. If the Premises or land subject to Access Easement experiences any increase in the amount of real property taxes assessed as a result of the installation of the solar facilities on the Premises, Lessee shall pay the increase each year within, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.
- (2) To the extent Lessee, in its reasonable good faith judgment, believes the relevant taxing authority has erred in its assessment and/or calculation of the System Taxes, then following the written notice thereof to Lessor and if permitted under the System Tax Contest procedures, Lessee may withhold payment of such System Taxes and contest such System Taxes by filing a

System Tax Contest. Lessee shall pay the amount of the System Taxes determined to be due pursuant to such System Tax Contest within the timeframes established for such payment pursuant to any order or judgment rendered in such a System Tax Contest. The cost of such System Tax Contest shall be borne by Lessee and Lessee shall indemnify and hold Lessor harmless from any costs, fines, penalties or other losses imposed or sought to be imposed against Lessor related to any such System Tax Contest.

- b. **Payment of Lessor's Taxes and Expenses; Penalties for Removal of Classified Land.** Lessor shall timely pay, or cause the payment of, all of such Lessor's Expenses and such Lessor's Taxes and Insurance Expenses. Lessor shall provide Lessee with evidence of Lessor's payment of such Lessor's Taxes and Insurance Expenses within thirty (30) days after Lessor pays any of such Lessor's Taxes and Insurance Expenses, but in no event later than ten (10) days after the date any such Lessor's Taxes and Insurance Expenses would have become delinquent if unpaid, which evidence of payment shall be accompanied by a copy of the tax bill or insurance bill, as the case may be, for such Lessor's Taxes and Insurance Expenses then paid.
- c. **Payment of Lessee's Taxes and Expenses.** Lessee shall timely pay, or cause the payment of, all of such Lessee's Taxes and Insurance Expenses, following Lessor's direct payment of the same to the applicable taxing authority. Lessor shall provide Lessee with evidence of payment of such Lessee's Taxes and Insurance Expenses within thirty (30) days after Lessor pays any of such Lessee's Taxes and Insurance Expenses, but in no event later than ten (10) days after the date any such Lessee's Taxes and Insurance Expenses would have become delinquent if unpaid, which evidence of payment shall be accompanied by a copy of the tax bill or insurance bill, as the case may be, for such Lessee's Taxes and Insurance Expenses then paid.
- d. **Definitions.** For the purposes of this Section 14 and this Lease, the following terms shall have the following meanings:

"Lessee's Taxes and Insurance Expenses" means any and all System Taxes plus any increase in the amount of real property taxes assessed on the Premises as a result of the installation of the System on the Premises, including any reclassification of the Premises together with any and all insurance required to be maintained by Lessee pursuant to this Lease (and specifically excluding any "tree growth," "open space," or other land use conversion tax penalty that may result from this Lease which will be Lessor's obligation).

"Lessor's Expenses" means any and all costs, expenses and charges incurred by Lessor in connection with Lessor's ownership, use, operation and management of the Premises including, but not limited to, Lessor's Taxes and Insurance Expenses, common area maintenance charges in a manner consistent with the community standards for properties similar in size and caliber as the Premises, but excluding Lessee's Taxes.

"Lessor's Taxes and Insurance Expenses" means any and all ad valorem taxes,

real and personal property taxes, any "tree growth," "open space," or other land use conversion tax penalty that may result from this Lease, and any other taxes that may be attributable to Lessor's ownership of the Premises and Lessor's Property and/or any of Lessor's personal property located therein or thereon, specifically excluding therefrom any and all Lessee's Taxes, together with any and all insurance required to be maintained by Lessor pursuant to this Lease.

"**System Taxes**" means any and all personal property taxes or production taxes attributable solely to the System.

"**System Tax Contest**" means a challenge to proposed System Taxes filed in accordance with the requirements of any and all statutes, ordinances, rules, regulations and any and all other laws establishing the procedures for such a challenge.

15. **Removal of System at Expiration.**

Upon the expiration of the Primary or the Renewal Term, or the earlier termination of this Lease, Lessee shall, at its expense, remove all of its tangible property comprising the System from the Premises during the Final Term. Excluding ordinary wear and tear, the Premises shall be returned to its original condition including the removal of System mounting pads or other support structures. Lessee shall leave the Premises in neat and clean order. Notwithstanding the foregoing, Lessee shall have no obligation to remove any roads constructed on the Property, or any subsurface improvements below a depth of two (2) feet below surface grade or to plant any trees. If Lessee fails to remove or commence substantial efforts to remove the System by the expiration of the Final Term the rent payable to Lessor shall increase to 200% of the last current rent amount per acre. In addition, Lessor shall have the right, but not the obligation, at its option, to remove or cause the System to be removed to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Lessee's cost, subject to the limitation herein. Lessee acknowledges that the Premises will provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal. Notwithstanding the foregoing, upon the conclusion of the twenty-third (23rd) year of the Primary Term and upon Lessor's prior written request to Lessee, Lessee shall within ninety (90) days of receipt of such notice, obtain a bond (the "Bond") to secure the removal of the System upon the conclusion of the Lease, or upon the earlier termination of the Lease, in the amount of [REDACTED]; provided, however, that in the event that the applicable local law requires a bond amount greater than or less than the aforementioned [REDACTED], the amount of the Bond shall instead be equal to the statutory requirement as prescribed by local law (e.g., if local law stipulated that a removal bond for [REDACTED] was required, Lessee shall only be required to secure a bond for [REDACTED]).

16. **Default, Remedies and Damages.**

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "**Defaulting**

Party", the other Party shall be the "**Non-Defaulting Party**" and each event of default shall be a "**Default Event**":

- (1) failure of a Party to substantially perform any material obligation, other than those described in subsections (2) to (5), under this Lease within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (i) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (ii) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
 - (2) if any representation or warranty or covenant of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - (3) Lessor loses its rights to occupy and enjoy the Premises;
 - (4) a Party, or its guarantor (if any) becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is (are) not dismissed within ninety (90) days); or
 - (5) Lessor prevents Lessee from installing the System or otherwise failing to perform an obligation contained in this Lease in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Lessor's obligations to make payments that otherwise would have been due under this Lease.
- b. **Remedies.** On the occurrence of a Default Event, the Non-Defaulting Party may pursue any remedy under this Lease, at law or in equity, including an action for specific performance, damages and termination of this Lease, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Default Event. With respect to any Default Event by Lessor, Lessee's remedies shall include, but shall not be limited to, an action for damages related to the loss or recapture of federal or State tax credits and incentives and all lost revenue from the System (for the avoidance of doubt, the Parties agree that all such damages shall be deemed to be direct damages). In the event Lessor terminates this Lease due to a Lessee Default Event, among Lessor's other remedies, Lessee shall be required to remove the System pursuant to Section 15. Nothing herein shall limit either Party's right to collect damages up the occurrence of a breach by the other Party that does not become a Default Event. If a Non-Defaulting Party terminates this Lease

pursuant to this Section 16(b), then following such termination, Lessee shall, at the sole cost and expense of the Defaulting Party, remove the equipment including all mounting pads and but excluding other support structures constituting the System and return the Premises to its original condition, or as near as possible to its original condition as of the Lease Commencement Date, reasonable wear and tear excepted. The Non-Defaulting Party shall be entitled to its reasonable costs and attorneys fees from the Defaulting Party and shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

- c. **Financing Party Rights.** If any event of Default Event by Lessee remains uncured following the applicable cure period under Section 16(a), Lessor shall send written notice of such uncured Default Event to each Financing Party defined in Section 28(c) at the address provided therefor, whereupon the Financing Party shall have an additional thirty (30) days during which it may, in its sole and absolute discretion, cure such Default Event on Lessee's behalf. Lessor may not pursue any remedy for such Default Event unless it remains uncured following the expiration of such Financing Party's thirty (30) day cure period. No notice shall be effective against a Financing Party unless and until actually received by such Financing Party.

17. **Representations and Warranties.**

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:
 - (1) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Lease have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Lease is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - (2) Such Party has obtained, and shall have obtained prior to the commencement of any business operations, all permits, licenses, authorizations, consents and approvals required by any governmental authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Lease; and such Party is in compliance with all laws that relate to this Lease in all material respects.
- b. **Lessor's Representations and Warranties.** Lessor represents, covenants and warrants to Lessee the following:
 - (1) **Lease.**

- A. Lessor owns the Premises and the Lessor's Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Lessee may obtain.
 - B. Lessor has the full right, power and authority to grant the Lease. Such grant of the Lease does not violate any law, ordinance, rule or other governmental restriction applicable to Lessor or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Lessor is bound or that affects the System.
- (2) Other Agreements. Neither the execution and delivery of this Lease by Lessor nor the performance by Lessor of any of its obligations under this Lease conflicts with or will result in a breach or default under any agreement or obligation to which Lessor is a party or by which Lessor or the Premises is bound.
 - (3) Accuracy of Information. All information provided by Lessor to Lessee, as it pertains to the Premises, is accurate in all material respects.
 - (4) Compliance with Law. Lessor is in compliance with and, for the Lease Term, Lessor shall fully comply with all applicable Laws, including but not limited any to any Environmental Laws relating to operation and maintenance of the Premises.
 - (5) Environmental Permits. Lessor has obtained, possesses, is in compliance with and has made all necessary filings for issuance or renewal of, all material Environmental Permits applicable to the Premises, and all such Environmental Permits are appended to Exhibit 4.
 - (6) Environmental Compliance. Since acquiring the Premises, Lessor has been, in material compliance with Environmental Laws applicable to the Premises.
 - (7) No Environmental Proceedings. Lessor has not received any written notice of any proceeding regarding any actual or alleged violation of, or liability under Environmental Laws, or any investigatory, remedial or corrective obligations under Environmental Laws, in each case with respect to the Premises, nor is any such proceeding threatened to Lessor's knowledge.
 - (8) No Environmental Releases. To Lessor's knowledge, the Lessor has not caused the release of Hazardous Substances at, on, about, under or from any of the Premises which could give rise to material liability under Environmental Laws.
 - (9) No Environmental Events. To Lessor's knowledge, there are no events: (i)

that would prevent continued compliance by the Lessor with Environmental Laws and the requirements of Environmental Permits applicable to it or the operation of the Premises in the same manner as presently operated and as contemplated by this Lease, or (ii) based upon the acts or omissions of the Lessor, that would result in the liability of Lessor under any applicable Environmental Laws.

- (10) Environmental Written Materials. Lessor has delivered to Lessee true, correct and complete copies of all Environmental Written Materials pertaining to the Premises in its possession, receipt, access or control.

c. Environmental Conditions. Lessee states and Lessor represents, warrants, acknowledges, covenants and agrees that:

- (1) The Parties acknowledge and agree that the Lessor's Property (and Premises) previously was operated by Lessor, and as between the Parties the Lessor is legally responsible for Pre-Existing Environmental Conditions;
- (2) Lessee has no liability for claims of any nature that currently exist or may hereafter arise relating to the Pre-Existing Environmental Conditions;
- (3) Lessee bears no responsibility whatsoever for any Pre-Existing Environmental Conditions on the Property whatsoever. Lessor, for and on behalf of itself and all its successors in title and assigns, hereby waives, relinquishes, and releases Lessee, Lessee's Affiliates and its and their respective employees and agents from, and covenants not to sue Lessee, Lessee's Affiliates and its and their respective employees and agents for, any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, which any third party, including but not limited to Lessee's customers (or the customers of its assignees), might assert or allege against Lessee (or Lessee's Affiliates and its and their respective employees or agents) at any time by reason of or arising out of Pre-Existing Environmental Conditions.
- (4) As between Lessor and Lessee, Lessor is and shall be solely responsible for all Pre-Existing Environmental Conditions on the Property and hereby covenants and agrees to indemnify, defend and pay any and all claims arising out of, related to or resulting from such Pre-Existing Environmental Conditions, including, without limitation, costs of remediation and claims by any Person for property damage, bodily injury or death.
- (5) Environmental Written Materials. Lessor shall promptly furnish to Lessee, on an on-going basis throughout the Lease Term and without necessity of request, all Environmental Written Materials.

d. Definitions. For the purposes of this Section 17 and this Lease, the following terms shall have the following meanings:

- (1) **"Environmental Laws"** means all federal, state and local laws, regulations, by-laws and ordinances, including policies and guidelines, orders, consent orders, settlement agreements and judgments of any Governmental Authority relating to pollution, protection of the environment or human health or safety, now or hereafter in effect.
- (2) **"Environmental Permits"** means all federal, state and local authorizations, certificates, permits, franchises, Leases, approvals required by, and any filings made to, any Governmental Authority pursuant to Environmental Laws regarding the Premises, Facility and the System.
- (3) **"Environmental Written Materials"** means all information, data, studies, analyses, tests, monitoring, notices, reports or other communications of any kind concerning the Premise's compliance with Environmental Laws and Environmental Permits as Lessor may possess, receive, file or submit or to which it otherwise has access or control from time to time, including, without limitation, any release or suspected or threatened release of Hazardous Substances at, on, about, under or from the Premises, compliance with applicable Environmental Laws and Lessor's liability under applicable Environmental Laws including, but not limited to any proceeding initiated or threatened by any person alleging liability under Environmental Laws, or seeking or imposing investigatory, remedial or corrective obligations under Environmental Laws.
- (4) **"Governmental Authority"** means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity, or any arbitrator with authority to bind a party at law.
- (5) **"Hazardous Substance"** means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.
- (6) **"Pre-Existing Environmental Conditions"** means any and all Hazardous Substances which are on or under the Premises as of the Lease Commencement Date.

(7) **Lessor's Covenants.** Lessor warrants, represents, covenants and agrees as follows:

- A. To the best of Lessor's knowledge, no Hazardous Substance has been released, discharged or disposed of on, under or about the Lessor's Property (or off-site of the Premises or Lessor's Property which might affect the Premises or Lessor's Property) by any entity, firm or person, or from any source whatsoever.
- B. Lessor shall require each of its employees, agents, contractors, subcontractors, tenants, subtenants, or any other party over whom Lessor has supervision or control or right of the same to comply with all applicable Environmental Laws.
- C. To the best of Lessor's knowledge, (a) there are no underground storage tanks on the Property; (b) no underground storage tanks have been removed from the Property; (c) there is no asbestos or asbestos containing material in the Lessor's Property and no asbestos or asbestos containing material has been removed from the Lessor's Property; (d) no facilities involving the manufacture or disposal of any Hazardous Substance or the use or storage of more than five hundred (500) gallons of any Hazardous Substance per year, including, without limitation, gasoline stations, automobile repair facilities, dry cleaners, photo developing laboratories, junkyards, landfills, waste treatment storage, disposal, processing or recycling facilities have been located on or adjacent to the Property.
- D. Lessor shall give prompt notice to Lessee of: (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Property (or off-site of the Property that might affect the Property) or related to any loss or injury that might result from any Hazardous Substance; (b) all claims made or threatened by any third party against Lessor or the Property relating to any loss or injury resulting from any Hazardous Substance; and (c) Lessor's discovery of any occurrence or condition on the Property (or off-site of the Property that might affect the Property) that could cause the Lessor's Property or any part thereof, to be subject to any restriction on occupancy or use of the Lessor's Property under any Environmental Law.
- E. If any Hazardous Substance is deposited, released, stored, disposed, discovered or present in or on the Property or Lessor's Property, at Lessor's expense, Lessor shall in a manner that complies with all applicable laws, rules, regulations and policies of any governmental body with jurisdiction over the same, remove, transport and dispose of such substances and perform all remediation and cleanup necessary or advisable to remediate any damage to persons,

property or the environment as a result of the presence of such Hazardous Substances. Lessor shall use its best efforts to minimize direct and indirect impact on Lessee during all activities related to remediation. If any asbestos is discovered in the Premises or Lessor's Property during Lessee's inspection of the Premises or Lessor's Property or construction of its tenant improvements, then Lessor shall promptly remove the asbestos or cause it to be removed at Lessor's sole cost and expense and if the foregoing delays the construction or installation of Lessee's improvements, then the Rent Commencement Date shall be extended for one (1) day for each day of delay.

- F. Lessee's Use of Hazardous Substances. Lessee will manage any use of Hazardous Substances in accordance with the Environmental Laws. Other than using the foregoing, Lessee does not have direct or indirect responsibility for or authority to manage or control use, transportation, generation or disposal of any Hazardous Substance on the Property or in the Lessor's Property.

(8) **Indemnities.**

- A. Lessee shall protect, defend, indemnify, and hold harmless Lessor and Lessor's employees, agents, parents, and subsidiaries from and against any and all loss, damage, cost, expense, or liability (including attorneys' fees) and the costs of repairs and improvements necessary to return the Lessor's Property to the physical condition existing prior to undertaking any activity related to any Hazardous Substance ("Claims") directly arising out of or attributable to Lessee's or Lessee's agents, contractors, or employees use, manufacture, storage, release, or disposal of a Hazardous Substance in the Lessor's Property. This indemnity shall survive the termination of this Lease.
- B. Lessor shall protect, defend, indemnify and hold harmless Lessee and its agents, officers, directors, contractors, employees, parents, subsidiaries, successors and assigns from and against any Claims directly or indirectly related to: (a) a violation of or responsibility under Environmental Laws except that if such Claims are directly related to Lessee's, or Lessee's agents, contractors or employees use, manufacture, storage, release or disposal of a Hazardous Substance in the Premises or Lessor's Property; or (b) a breach of any representation, warranty, covenant or agreement contained in this Article. This indemnity shall survive the termination of this Lease. In the event of any governmental or court order concerning Hazardous Substances in the Lessor's Property, or on the Property (not caused by Lessee) that precludes Lessee from reasonable operation of its business in the Lessor's Property, Lessee may cease operating and Base Rent and all other charges shall be abated. If such governmental or court order is not resolved within six (6)

months, Lessee may terminate this Lease.

18. **Insurance.**

- a. **Lessee's Insurance.** During the Lease Term, Lessee shall obtain and keep in full force and effect, the following insurance which may be provided under blanket insurance policies covering other properties as well as the Lessor's Property and shall be maintained with an insurance company with an A.M. Best Company ("Best's") rating of at least A- and a Best's financial performance rating of at least 7. Lessor shall be named as an additional insured under Lessee's policies and Lessee will provide Lessor with a certificate(s) evidencing such insurance.
- (1) **Liability Insurance.** Personal injury, bodily injury and property damage insurance, naming Lessor, as well as managing agent upon Lessor's written request, as additional insureds as their interest may appear from time to time, against liability arising out of Lessee's use, occupancy, repair or maintenance of the Premises and Lessor's Property. Such insurance shall include an "each occurrence" limit of not less than [REDACTED] and a general aggregate limit of not less than [REDACTED]. Lessee's insurance shall be primary with respect to any claim arising out of events that occur in the Premises.
- (2) **Property Insurance.** Commercial property form insurance with a special form endorsement providing coverage on a replacement cost basis for Lessee's fixtures, equipment and inventory in the Premises. During the Lease Term, Lessee shall use the proceeds from any such policy or policies of insurance for the repair or replacement of the insured property unless Lessee elects to terminate the Lease under Article 9 hereof. Lessor shall have no interest in any insurance proceeds Lessee receives for Lessee's Property and Lessor shall sign all documents which are necessary or appropriate in connection with the settlement of any claim or loss by Lessee. Lessee's policies shall not be contributing with or in excess of any coverage which Lessor shall carry on the Lessor's Property.
- b. **Lessor's Insurance.** During the Lease Term, Lessor shall obtain and keep in full force and effect, the insurance described below in this Section 18. The insurance required to be carried by Lessor under this Section shall be referred to herein as "Lessor's Insurance." Lessee shall be named as additional insured under Lessor's policies and Lessor will provide Lessee with a copy of the certificate and premium bill evidencing Lessor's Insurance.
- (1) **Liability Insurance.** Personal injury, bodily injury and property damage insurance, naming Lessee as an additional insured as their interest may appear from time to time, against liability arising out of or in connection with Lessor's acts, omissions and Lessor's Property. Such insurance shall include an "each occurrence" limit of not less than [REDACTED] and a general aggregate limit of not less than [REDACTED].

(2) **Property Insurance.** Commercial property form insurance for the Property.

19. **Waiver of Subrogation.** Intentionally Omitted.

20. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance thirty (30) days (ten (10) days in the event of non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party.

21. **Certificates.** Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Lease.

22. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Lease, each Party shall be responsible for the payment of its own deductibles.

23. **Ownership of System.** Throughout the Lease Term, Lessee shall be the legal and beneficial owner of the System and all of the System's electric output and Environmental Attributes, and the System shall remain the personal property of Lessee and shall not attach to or be deemed a part of, or fixture to, the Premises. Each of the Lessee and Lessor agree that the Lessee is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Lease. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on 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 Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Lessor shall provide a disclaimer or release from such lienholder. Lessor consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises is located.

24. **Non-Disturbance Agreement.** Within Twenty (20) days of a written request from Lessee, Lessor agrees to deliver to Lessee a commercially reasonable non-disturbance agreement executed by (i) the Lessor, (ii) any mortgagee(s) holding mortgage(s) encumbering the Premises, and (iii) other persons holding a similar interest in the Premises, providing for Lessee to subordinate this Lease to any current or future mortgage or deed of trust and to attorn to Lessor's successor following any foreclosure, sale or transfer in lieu thereof; provided that the mortgagee, transferee, purchaser, lessor or beneficiary agrees in a written instrument in form and substance satisfactory to Lessee that Lessee's use or possession of the Lessor's Property shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction. Notwithstanding any

foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.

25. **Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “**Indemnified Parties**”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 17 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Lease; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 25 however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 25(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 25 unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 25(b) for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** In addition to, not in lieu of, the indemnification described in Section 26(a), Lessee shall indemnify, defend and hold harmless all of Lessor’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance to the extent deposited, spilled or otherwise caused by Lessee or any of its contractors or agents. Lessor shall indemnify, defend and hold harmless all of

Lessee's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (including but not limited to any Hazardous Substance resulting from or relating to the prior use of the Premises, any Pre-Existing Conditions, and any settling or subsidence of the Premises), except to the extent deposited, spilled or otherwise caused by Lessee or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.

d. **Limitations on Liability.**

- (1) **No Consequential Damages.** Except as specifically stated in this Lease, and except with respect to indemnification for Liabilities pursuant to this Section 25 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, punitive, statutory, or consequential loss or damage of any nature arising out of their performance or non- performance hereunder even if advised of such.
- (2) **Actual Damages.** Except as specifically stated in this Lease, and except with respect to indemnification for Liabilities pursuant to this Section 25 and damages that result from the willful misconduct of a party, the aggregate liability under this Lease of a party arising out of or in connection with the performance or non-performance of this Lease shall not exceed \$500,000. The provisions of this Section 25(d)(2) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise, but shall not apply to any specific performance remedy requiring the Lessor to permit Lessee continued use of or access to the System, Premises or Property or otherwise requiring the Lessor to continue to perform its obligations set forth in this Lease.

26. **Right to Terminate.** Lessee may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Lessor, if:

- a. Any governmental agency, environmental or local authority, or other regulatory body denies a request by Lessee for or revokes a permit, license, or approval that is required for Lessee to construct or operate the System on the Premises, or Lessee is unable to obtain or maintain any agreement necessary for the operation of the System and the sale and delivery of the electricity delivered by it, including without limitation an interconnection agreement and power purchase agreement with the applicable utility company;
- b. Lessee, at its sole discretion, determines that environmental or technical problems, which problems cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose;
- c. Lessee, at its sole discretion, determines that the interconnection costs and

continued operation of the System would be economically unfeasible;

- d. Lessee determines that Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises;
- e. Utilities necessary for Lessee's use of the Premises are not available to the Premises; or
- f. The Premises are damaged or destroyed to an extent that prohibits or materially interferes with Lessee's use of the Premises. In the event of termination by Lessee pursuant to this provision, Lessee shall be relieved of all further liability hereunder except its obligation to remove its improvements and to honor and pay any existing liabilities and indemnification as provided herein. Any rental fees paid prior to said termination date shall be retained by Lessor.

27. **Force Majeure.**

- a. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); any Change in Law (as defined below) that makes it unlawful, impossible or materially impracticable for Lessee to perform under this Lease; unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Lease, if either Party is rendered wholly or partly unable to timely perform its obligations under this Lease because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or

remedy its inability to perform as soon as reasonably possible. The Lease Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

- c. If a Force Majeure event continues for a period of thirty (30) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then the Parties shall, within thirty (30) days following receipt by the other Party of notice of such Force Majeure event, meet and attempt in good faith to negotiate amendments to this Lease. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Lessee shall have the right to terminate this Lease without either Party having further liability to the other Party except with respect to payment of amounts accrued prior to termination.
- d. “**Change in Law**” means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Lease (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any governmental authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Lessee’s obligations hereunder; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Lease shall not be a Change in Law pursuant to this Lease.

28. **Assignment, No Subdivision and Financing.**

- a. **Assignment.** Subject to Section 28(d), Lessor may only assign this Lease to a new fee title owner of the Premises that assumes Lessor’s obligations hereunder in writing, in such form as is reasonably approved by Lessee. Lessor shall not unreasonably withhold, condition, or delay its consent to any assignment proposed by Lessee. In addition, Lessee may, without Lessor’s prior written consent, sublet the Premises or assign the Lease to, or otherwise allow the use of the Premises by: (i) a subsidiary, affiliate, division or corporation controlling, controlled by or under common control with Lessee; (ii) a successor corporation related to Lessee by merger, consolidation, non- bankruptcy reorganization, or government action; (iii) any person or entity purchasing or otherwise succeeding to all or substantially all of the assets of Lessee located at the Premises; or (iv) any reputable company engaged in the business of solar energy production. In addition, Lessee may, without the prior written consent of Lessor, and in its sole discretion, assign, mortgage, pledge or otherwise directly or indirectly assign its interests, rights and obligations under this Lease to (v) any Financing Party, (vi) any entity through which Lessee is obtaining financing from a Financing Party, (vii) any affiliate of Lessee, or (viii) any entity to which Lessee conveys all of its right, title and interest in the System. The parties identified under Section 28.a(i)-(viii) above are referred to in this Lease from time to time by the term “**Permitted Assignee**”. This Lease shall be binding on and inure

to the benefit of the permitted successors and assignees, including any Permitted Assignees. Lessee shall be released from liability hereunder as a result of any assignment of this Lease only upon a written assumption of Lessee's obligations hereunder by the assignee.

- b. **Subletting.** Provided Lessee is not in default under this Lease, this Lease may be sublet in whole or in part by Lessee with written notice, but without the prior written consent of the Lessor, upon terms and conditions consistent with the Use and Operation of the Premises set forth herein. Subsequent to the execution of any sublease, Lessee shall remain primarily liable for its obligations and liability contained in this Lease.
- c. **Financing.** The Parties acknowledge that Lessee may obtain construction and long-term financing or other credit support from lenders or third parties (including tax equity or similar investors) ("**Financing Parties**") in connection with the installation, construction, ownership, operation and maintenance of the System. Lessor shall agree to any changes or additions to this Lease that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Lease. Lessor also agrees that should Lessee assign this Lease to the Financing Parties as collateral in accordance with Section 28(a), Lessor shall execute a consent to such an assignment in customary form and reasonably acceptable to the Financing Parties within Ten (10) days of Lessee's written request.
- d. **No Subdivision.** During the term of this Lease, Lessor shall neither sell any portion of the Property, nor divide the Property by any other means constituting a "division" pursuant to the subdivision laws of the State of Maine, the rules and standards of the Maine Land Use Planning Commission, the ordinances of the municipality where the Property is located, or any other applicable statute, law, ordinance, by-law or rule, without the prior written consent of Lessee in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor shall give Lessee at least thirty (30) days' prior notice of any such transfer by Lessor of its interest in the Property or in this Lease, as set forth in Section 28(a). Any such Transfer shall be expressly subject to this Lease. Lessor shall notify Lessee of the closing of such transfer, and if applicable, the name and contact information of the successor to Lessor's interest and payment instructions for Basic Rent and other amounts due under the Lease. Under no circumstances shall a transfer by Lessor include the System.

29. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, leased, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Lessor's business ("**Confidential Information**") to the other or, if in the course of performing under this Lease or negotiating this Lease a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the

Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Lease. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, Financing Parties and potential assignees of this Lease (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of this Lease. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Lease (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 29, except as set forth in Section 28 or any recorded memorandum of lease. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 29 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 29. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 29, but shall be in addition to all other remedies available at law or in equity.

- b. **Permitted Disclosures.** Notwithstanding any other provision in this Lease, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.
30. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Lease, and each Party shall have the right to promptly review, comment upon and approve

any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Lease. Neither Party shall make any press release or public announcement of the specific terms of this Lease (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Lease, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

31. **Governmental Taking.**

- a. **Total Taking.** If all or part of the Premises shall be subject to condemnation, the exercise of the power of eminent domain, or other governmental taking (the foregoing, collectively, a “**Taking**”) with the result that, in Lessee's sole and absolute discretion, the unaffected portion of the Premises is insufficient or otherwise unsuitable for Lessee's continued use of the Lessor's Property for the intended use or such other use as existed at the time of the Taking (a “**Total Taking**”), then Lessee may terminate this Lease by providing Lessor with written notice of the Total Taking, the Lease shall terminate effective as of the date set forth in such notice, and Lessee shall vacate the Premises in accordance with Section 15.
- b. **Partial Taking.** If all or part of the Premises or the System shall be subject to a Taking that, in Lessee's sole and absolute discretion, does not constitute a Total Taking (a “**Partial Taking**”) then (i) concurrently with such Taking this Lease shall terminate with respect to the affected portion of the Premises, which Lessee shall vacate in accordance with Section 15, (ii) this Lease shall continue in full force and effect with respect to the unaffected portion of the Premises and (iii) the Acreage shall be reduced for each Acre (or portion thereof) subject to the Taking, and the Rent shall be reduced accordingly. For purposes of clarification only, Lessee shall be entitled to remove the System from any portion of the Premises that is subject to a Taking.
- c. **Participation.** Lessee shall have the right but not the obligation to participate in any proceedings with respect to a Taking; in such event Lessor shall cooperate with Lessee to facilitate such participation. Neither Lessor nor Lessee shall enter voluntarily into any binding agreement or settlement related to a Taking without the prior consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. **Allocation of Proceeds.** The proceeds of any Taking shall be apportioned as between Lessor and Lessee as follows: Lessor shall receive an amount equal to the fair market value of the Land subject to the Taking and calculated with reference to the value of the Land for the use established on the most recent real estate tax statement, but not the improvements constructed or placed by Lessee thereon, and Lessee shall receive such amounts as are separately awarded to compensate Lessee for the loss of use of the Premises so Taken, including any improvements constructed or placed by Lessee on the Land, and the loss or interruption of Lessee's business and the cost of any restoration or repair necessitated by such Taking,

including consequential losses. If after giving effect to the foregoing there remain any un-apportioned proceeds, they will be equitably apportioned as between Lessor and Lessee.

32. **Miscellaneous Provisions**

- a. **Choice of Law.** The law of the State of Maine shall govern this Lease without giving effect to conflict of laws principles.
- b. **Arbitration and Attorneys' Fees.** Any dispute arising from or relating to this Lease shall be arbitrated in Portland, Maine. The arbitration shall be administered by the American Arbitration Association in accordance with its rules and procedures governing commercial arbitrations, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Lease shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Lease shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Lease at the addresses set forth in this Lease or such other address as either party may specify in writing. Each party shall deem a document emailed or electronically sent in PDF form to it as an original document.
- d. **Survival.** Provisions of this Lease that should reasonably be considered to survive termination of this Lease shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 17 (Representations and Warranties), Section 25 (Indemnification and Limitations of Liability), Section 29 (Confidentiality and Publicity), Section 31 (Governmental Taking), Section 32(a) (Choice of Law), Section 32(b) (Arbitration and Attorneys' Fees), Section 32(c) (Notices), Section 32(g) (Comparative Negligence), Section 32(i) (No Partnership), Section 32(j) (Full Lease, Modification, Invalidity, Counterparts, Captions), Section 32(k) (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Lease and which do not involve the assumptions of obligations other than those provided for in this Lease, to give full effect to this Lease and to carry out the intent of this Lease.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Lease at any time; provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing

and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Lease will be deemed to be a waiver. No exercise of any right or remedy under this Lease by Lessor or Lessee shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Lease shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Lease shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any liability.
- h. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- i. **No Partnership.** No provision of this Lease shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- j. **Full Lease, Modification, Invalidity, Counterparts, Captions.** This Lease, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Lease may be modified only by a writing signed by both Parties. If any provision of this Lease is found unenforceable or invalid, such unenforceability or invalidity shall not render this Lease unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the

objectives of such unenforceable or invalid provision within the limits of applicable law. This Lease may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Lease. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The captions or headings in this Lease are strictly for convenience and shall not be considered in interpreting this Lease.

- k. **No Third Party Beneficiaries.** Except as otherwise expressly provided herein, this Lease and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- l. **Time of Essence.** Time is of the essence for Lessor's and Lessee's obligations under this Lease.
- m. **Severability.** If any section, subsection, term, or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Lease, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.
- n. **Right to Record.** The Lessee shall have the right to prepare, execute and record a memorandum of lease, setting forth the general terms of the Lease and such other information as Lessee deems necessary. Lessor shall join in any such memorandum of lease. Lessee shall provide the Lessor a copy of the recorded Memorandum of Lease after recordation by Lessee in the office of the County Recorder, **Aroostook** County.
- o. **Tax Credits.** If under applicable law the holder of any interest under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Lessee's option, Lessor and Lessee shall amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Lease shall entitle Lessee to a fee interest in the Leased Premises, diminish Lessee's payment obligations under this Lease or extend the Lease Term.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Lease, as a seal instrument, as of the day and year first above written.

LESSOR:

GUERRETTE FARMS CORPORATION

Signature:

Printed Name: Brian Guerrette

Title: Treasurer/Secretary

STATE OF

Maine

COUNTY OF

Arroostook

) SS

This instrument was acknowledged before me on October 28, 2021, before me, a Notary Public in and for said County and State, personally appeared, Brian Guerrette, as treasurer/Secretary of Guerrette Farms Corporation, a corporation in Maine, on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My Commission Expires:

June 4, 2028

(Notary Stamp or Seal)

Sage Ouellette
Notary Public, State of Maine
My Commission Expires June 4, 2028

Sage A Ouellette
Notary Signature
Sage A Ouellette
Print Name

[Acknowledgements continue on the following page.]

LESSEE:

NOVEL ENERGY SOLUTIONS L. L. C.

Signature: Thomas Dickson
Printed Name: Thomas Dickson
Title: Authorized Signer

STATE OF Minnesota)
) SS
COUNTY OF Ramsey)

This instrument was acknowledged before me on November 2, 2024, before me, a Notary Public in and for said County and State, personally appeared Thomas Dickson as Authorized Signer of Novel Energy Solutions L.L.C., a Minnesota limited liability company.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My Commission Expires: 1-31-2024

(Notary Stamp or Seal)



Brian Risch
Notary Signature
Brian Risch
Print Name

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

That LELA M. GUERRETTE of Caribou, County of Aroostook, and State of Maine, (GRANTOR) in consideration of one dollar and other valuable considerations, paid by GUERRETTE FARMS CORP., a Maine Corporation having its principal business office in Caribou, County of Aroostook, and State of Maine, (GRANTEE) the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns forever, a certain lot or parcel of land situated in the County of Aroostook, Maine:

A certain lot or parcel of land situated in Caribou, Aroostook County, Maine, bounded and described as follows:

Beginning at a point on the southeast corner of land retained by Lionel Theriault, Jr. in a deed from Theriault to Lela M. Guerrette dated June 1, 1990 and recorded in Book 2277, Page 295 of the Aroostook County Registry of Deeds, Southern District, said point being further described as being at a crimped one inch (1") iron pipe, marking the intersection of the westerly line of U. S. Route One and the northerly line of land now or formerly of Frederick J. Thompson and Gail M. Thompson as recorded in said Registry of Deeds in Book 890, Page 20;

Thence on a Maine State grid north bearing of south eighty-seven degrees twenty-five minutes west (S 87° 25' W) along land now or formerly of said Thompson for a distance of five hundred eighty and zero tenths (580.0) feet to a one inch (1") iron pipe and the southeast corner of land now or formerly of said Guerrette;

Thence north eleven degrees nine minutes west (N 11° 9' W) along the dividing line between lands of Guerrette and Theriault for a distance of fifty (50) feet to a point;

Thence north eighty-seven degrees twenty-five minutes east (N 87° 25' E) across said land of Theriault to a point intersecting the westerly line of U. S. Route One, said point being fifty (50) feet northerly along said highway from the point of beginning.

Thence southerly along the westerly line of U.S Route One a distance of fifty (50) feet to the point of beginning.

Meaning and intending to describe a strip of land fifty (50) feet in width abutting the southerly boundary line of the Theriault property.

Being a portion of the same premises conveyed to Lionel Theriault, Jr. by Lionel Theriault Inc. through a Warranty Deed dated December 23, 1983 and recorded in Book 1707, Page 69 of said Registry of Deeds.

Together with all rights, easements, and appurtenances benefiting the premises herein conveyed.

Meaning and intending hereby to convey all and the same premises as were conveyed to Lela M. Guerrette by Warranty Deed of Lionel Theriault, Jr. dated June 6, 2011 and recorded in the Southern District Aroostook Registry of Deeds in Book 4946, Page 217.

To Have and to Hold the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Grantee, its successors and assigns, to them and their use and behoof forever.

And Grantor does COVENANT with the said Grantee, its successors and assigns, that Grantor is lawfully seized in fee of the premises that they are free of all encumbrances, that Grantor has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that Grantor and Grantor's heirs shall and will WARRANT and DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, the Grantor, LELA M. GUERRETTE joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set her hands this 25 day of January in the year of our Lord two thousand eleven ²⁰¹² (2011).

Signed, Sealed and Delivered

in presence of

Earl M. Kalkbrenner
WITNESS

Lela M. Guerrette
GRANTOR - LELA M. GUERRETTE

MAINE TRANSFER
TAX PAID

STATE OF MAINE,
AROOSTOOK, ss:

January 25, ²⁰¹¹₂₀₁₂

Personally appeared the above LELA M. GUERRETTE and acknowledged the above instrument to be her free act and deed.

Before me,

Lori A Bennett
NOTARY PUBLIC

TYPE OR PRINT NAME

MY COMMISSION EXPIRES

LORI A. BENNETT
Notary Public, Maine
My Commission Expires August 21, 2017

Received
AROOSTOOK SS
PATRICIA F BROWN, REGISTER



ME Caribou Connector CSG LLC – Site Design Review Application

Additional Information

- 1) Landowner (different than applicant):
 - a. Guerrette Farms Corp
 - b. Address: PO Box 1135 Caribou, ME 04736
 - c. Phone: 207-551-9438
- 2) Names and addresses of all property owners within 500 feet of the property:
 - a. SODERBERG, CARL J – 318 & 356 VAN BUREN ROAD
 - b. ROY, JAY PAUL – 334 VAN BUREN ROAD
 - c. DOBBS, FREDERICK W / DOBBS, LISA J – 344 VAN BUREN ROAD
 - d. CERRATO, JAMES T / CERRATO, MARGUERITE M – 303 VAN BUREN ROAD
 - e. KING, JESSIE L – 327 VAN BUREN ROAD
 - f. CORRIVEAU, RENAUD – 337 VAN BUREN ROAD
- 3) Consultants on the project:
 - a. Novel Energy Solutions (design, construction, operations, etc.) – 2303 Wycliff St #300, St Paul, MN 55114
 - b. BEACON John K. Cressey, ME LG, NH PG (Phase I ESA) – P.O. Box 2154 Windham, Maine 04062
 - c. Haley Ward, Inc. Johanna Szillery, LSS (environmental compliance) -- 1 Merchants Plaza, #701 Bangor, Maine 04401

Novel Energy Solutions registration with Maine Public Utilities Commission:

The screenshot shows the Maine Public Utilities Commission website. The header includes the commission's name and a search bar. The left sidebar lists various utility-related topics. The main content area is titled "Registration for Distributed Generation (DG)/Net Energy Billing (NEB) Project Sponsors and Related Entities". It contains a search filter for "Novel" and a table with registration details.

Organization	Contact	Disclosure
Company Name: Novel Energy Solutions LLC Street Address: 2303 Wycliff Street, Suite 300 Town or City: Saint Paul State: MN Zip Code: 55114 Main Phone Number: 612-345-7188 Company Website: www.novelenergy.biz	Contact Information Primary Contact Name: Mena Kaehler Under what category are you registering?: Project Sponsor Title: Utility Liaison Email Address: Mena.Kaehler@NovelEnergy.biz Phone Number: 507-261-6499	Is your company or any of its affiliates currently or with the past five years been subject to enforcement action in other jurisdictions? No Documentation:

RONALD C. MOIR, ALAN R., & JASON
411 BROWN ROAD
WOODLAND, ME 04336

RENAUD CORRIVEAU
P. O. BOX 32
CARIBOU, ME 04736

JESSIE L. KING
327 VAN BUREN ROAD
CARIBOU, ME 04736

BETHANY ANNE DOWNS
271 VAN BUREN ROAD
CARIBOU, ME 04736

LISTER KNOWLTON V.F.W. POST #9389
P.O. BOX 478
CARIBOU, ME 04736

JAMES T. & MARGUERITE M. CERRATO
P.O. BOX 99
CARIBOU, ME 04736

GUERRETTE FARMS CORP
P.O. BOX 1135
CARIBOU, ME 04736

CHRISTINA KANE-GIBSON
260 VAN BUREN ROAD
CARIBOU, ME 04736

JEFFREY J. BURTT
248 VAN BUREN ROAD
CARIBOU, ME 04736

TROY W. HANEY
236 VAN BUREN ROAD
CARIBOU, ME 04736

CAVENDISH FARMS OPERATIONS, INC.
ACCOUNTS PAYABLE
825 MAIN STREET
PRESQUE ISLE, ME 04769

FRANKLIN MCELWAIN
711 SWEDEN STREET
CARIBOU, ME 04736

FREDERICK W. DOBBS
344 VAN BUREN ROAD
CARIBOU, ME 04736

JAY PAUL ROY
354 ACCESS HIGHWAY
CARIBOU, ME 04736

SODERBERG COMPANY, INC.
460 YORK STREET
CARIBOU, ME 04736

MAINE DEPARTMENT OF
TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, ME 04333 0016



**City of Caribou
Site Design Review Application
Home Occupation**

Planning & Code Enforcement
25 High Street
Caribou, Maine 04736
(207) 493-5967
kmurchison@cariboumaine.org

Note to Applicant: Complete this application and return it with the required documents. In addition, the required fee must be returned along with this completed application. Make checks payable to: "City of Caribou," in the amount of \$90.00.

Please print or type all information

Name of Applicant: Lindsay Paradis
Business Name: Paradise Aesthetics
Property Address: 47 Meadbrook Dr Caribou ME 04736
City of Caribou Tax Map: 010A- Lot: 003 Zone: R-1

Applicant Information

Person and address to which all correspondence regarding this application should be sent:

Name: Lindsay Paradis Phone: 227-3253
Address: 47 Meadbrook Dr E-mail: Lburlock@une.edu
City, State, Zip: Caribou ME 04736

Name of Land Surveyor, Engineer, Architect or other Design Professionals.
(Attach list if needed, please write "N/A" if not applicable)

Phone: _____

Phone: _____

What legal interest does the applicant have in property to be developed (ownership, owner's representative, option, purchase & sales contract, etc?)

Ownership.

(Attach supportive legal documentation)

Please describe business, including services offered and estimated impacts on traffic, noise, and environmental impacts

Paradise Aesthetics provides medical aesthetics including injectables (Botox). Lindsay Paradise PA-C is the only employee. I will primarily travel to clients homes to provide the service. In rare situations a client may come to my home for the services. I will be working in this capacity 1-2 days per week.

General Information

Aroostook County Registry of Deeds: Book # 5322 Page # 326

What interest does the applicant have in any abutting property? No

Is any portion of the property within 250 feet of the normal high water line of a lake, pond, river, or wetland or within 75 feet of any stream? ☐ Yes ☒ No

Is any portion of the property within a Flood Hazard Zone? ☐ Yes ☒ No

Total sq ft of residence: _____ Total sq ft of residence to be developed: _____ 0%

Has this land been part of a subdivision in the past five years? ☐ Yes ☒ No

Indicate any restrictive covenants currently in the deed (or state "None"):

None

(Attach deed)

Anticipated start date for construction: Month / Year 05/22 Completion: 05/22

Water Supply: Private Well ☒ Public Water Supply ☐

Sewage Disposal: Private SSWD ☐ Public Sewer: ☒

Estimated sewage disposal gallons per day: (_____) / day)

Do the plans require review by the State Fire Marshal Office?
(Attach Barrier Free and Construction Permits from SFMO)

(☐) Yes (☒) No

Have the plans been reviewed & approved by the Caribou Fire Chief?

(☐) Yes (☒) No

Does the building have an automatic sprinkler system?

(☐) Yes (☒) No

Does the building have an automatic fire detection system?

(☒) Yes (☐) No

Plan Review Criteria

1. _____ A copy of the deed to the property, option to purchase the property, or other documentation to demonstrate right, title, or interest in the property on the part of the applicant.
2. _____ Names and addresses of all abutting landowners (from assessing office).
3. _____ Copy of tax card and tax map for property with zoning designation (from assessing office)
4. _____ 1 complete set of plans, provided in Adobe Acrobat high-resolution .pdf file(s), showing the following:
 - _____ a. Graphic scale and north arrow.
 - _____ b. Location and dimensions of any existing or proposed easements (from deed)
 - _____ c. Size, shape, and location of existing and proposed buildings on the site including dimensions of the buildings and setbacks from property lines.
 - _____ d. Access for Emergency Vehicles, location and layout design of vehicular parking, circulation areas, loading areas, and walkways including curb cuts, driveways, parking space and vehicle turn around areas.
 - _____ e. Location and names of streets adjacent to the proposed development and rights-of-way (from deed).
 - _____ f. Conceptual treatment of landscaping buffers, screens, and plantings.
 - _____ g. Location of outdoor storage areas, fences, signage and accessory structures.
 - _____ h. All proposed signage and exterior lighting including the location, size and wording of all signs and location and type of exterior lights.

To the best of my knowledge, all of the information submitted in this application is true and correct.

Signature of Applicant: _____

L. L. L.

Date: _____

4/1/22

Home Occupation Requirements Checklist

- ☐ The home occupation shall only employ residents of the dwelling unit.
- ☐ The home occupation shall be carried on entirely within the principle or accessory structure.
- ☐ The home occupation shall not occupy more than 50% of the total floor area of the principle dwelling structure. Accessory structures used for the home occupation may use up to 100%.
- ☐ No client or customer shall be allowed on any floor other than the first floor ground level unless the structure is protected throughout with a State Fire Marshal approved sprinkler system.
- ☐ Objectionable noise, vibrations, smoke, dust, electrical disturbance, odors, heat, glare or other nuisances are not permitted.
- ☐ No on-street parking is allowed for clients or customers.
- ☐ All means of egress/ingress are consistent with NFPA Life Safety Code 101 and the Americans with Disabilities Act.

Home Occupation Application for: _____

Address: _____

Decision by the Caribou Planning Board

Date: _____

The application was: ☐ Denied ☐ Approved ☐ Approved with Conditions

Signed: _____

Chairman, Caribou Planning Board

Conditions of Approval:

Reason(s) for Denial:

13. Home Occupations.

Home occupations shall be incidental to the residential use of the property. No Home Occupation is allowed without first obtaining a Permit from the Code Enforcement & Planning Office. As of January 1, 2013 Home Occupation Site Design Review Applications shall have an initial fee of \$90.00.

Home occupations shall be allowed in any zone, and all Home Occupations activity shall be restricted to within the interior of the primary or an accessory structure, and there shall be no change in the outside appearance of the buildings or premise that shall cause the premise to differ from its residential character by use of colors, materials, construction, lighting, sounds, or noises. The Home Occupation shall be identified by no more than one free standing single or double sided yard sign or one sign on the building, no sign face to exceed two square feet in area, and

There shall be no exterior storage of materials, such as, but not limited to, trash and/or any other materials used in the Home Occupation, and

The following requirements shall be satisfactorily demonstrated to the Planning Board before a permit is issued:

- a. The home occupation shall employ only residents of the dwelling unit.
- b. The home occupation shall be carried on wholly within the principal or accessory structure.
- c. The home occupation shall not occupy more than 50% of the total floor area of the principal dwelling structure. Accessory structures used for the Home Occupation may use up to 100% of the floor area.
- d. No client or customer shall be allowed on any floor level other than the first floor ground floor level unless the structure is protected throughout with a State Fire Marshal approved sprinkler system.
- e. Objectionable noise, vibrations, smoke, dust, electrical disturbance, odors, heat, glare, or other nuisance shall not be permitted.
- f. No on street parking is allowed for clients or customers.
- g. All means of ingress and egress to and from all areas accessible to clients and customers shall be in full compliance with the requirements of the 2009 Edition of NFPA 101, Life Safety Code and the Americans with Disabilities Act.

Should all of the above conditions not be maintained on a continual basis once the permit has been issued, the Code Enforcement Officer shall rescind the permit and issue a cease and desist order to stop the non-conforming Home Occupation. Any Home Occupation operating without a current permit shall be prosecuted in District Court according to Title 30-A, MRSA §4452.

All other requirements of the Caribou Code of Ordinances apply to all Home Occupations.

14. Hotels, Motels, and Inns.

For the purposes of these Ordinances, the terms hotel, motel, and inn are used interchangeably.

- A. A green space, not less than twenty (20) feet wide, shall be maintained open and green with grass, bushes, flowers, or trees all along each side lot line, the rear lot line, the front line of such lot, except for entrance and exit driveways. The green space shall not be used for automobile parking.
- B. If cooking or eating facilities are provided in any units, each unit shall be considered a dwelling unit and the development shall meet all applicable standards for multi-family development in these Ordinances, including the residential density requirements of the appropriate District. If three (3) or more multi-family units are to be constructed within a five (5) year period the development shall be considered a subdivision and shall also be reviewed through the Subdivision Ordinance.
- C. Each unit shall contain not less than two-hundred (200) square feet of habitable floor area enclosed by walls and roof, exclusive of any adjoining portions of roofed or covered walkways. Each sleeping room shall not be less than twelve by fifteen (12x15) feet horizontal dimensions, exclusive of bath. Each unit shall include private bathroom facilities.
- D. On each lot, one apartment may be provided for a resident owner, manager, or other responsible staff person.
- E. Building construction plans shall be reviewed and approved by the Fire Chief.

Map Lot 010A-003

Account 4430

Location 47 MEADOWBROOK DR

Card 1 of 1 3/25/2022

PARADIS, LINDSAY A. (BURLOCK)

47 MEADOWBROOK DRIVE
CARIBOU ME 04736

B5322P326

Previous Owner
ROWLAND, EUGENE T. & IRENE M.
47 MEADOWBROOK DRIVE

CARIBOU ME 04736
Sale Date: 7/01/2014

47 MEADOWBROOK DRIVE

CARIBOU ME 04736
Sale Date: 8/02/2010

**Previous Owner
ROY, KENDALL R. AND RACHELLE M.
47 MEADOWBROOK DRIVE**

CARIBOU ME 04736
Sale Date: 3/18/2009

Inspection Witnessed By:

X

Date:

No./Date	Description
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Date Insp.

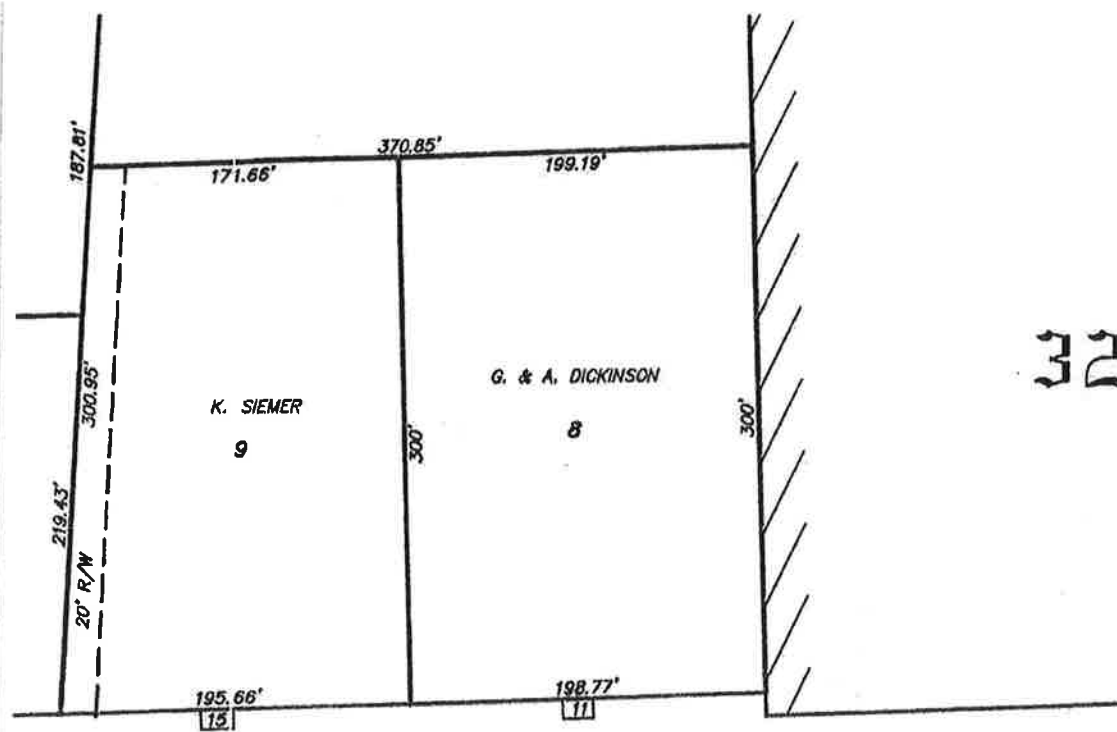
Notes:

Caribou

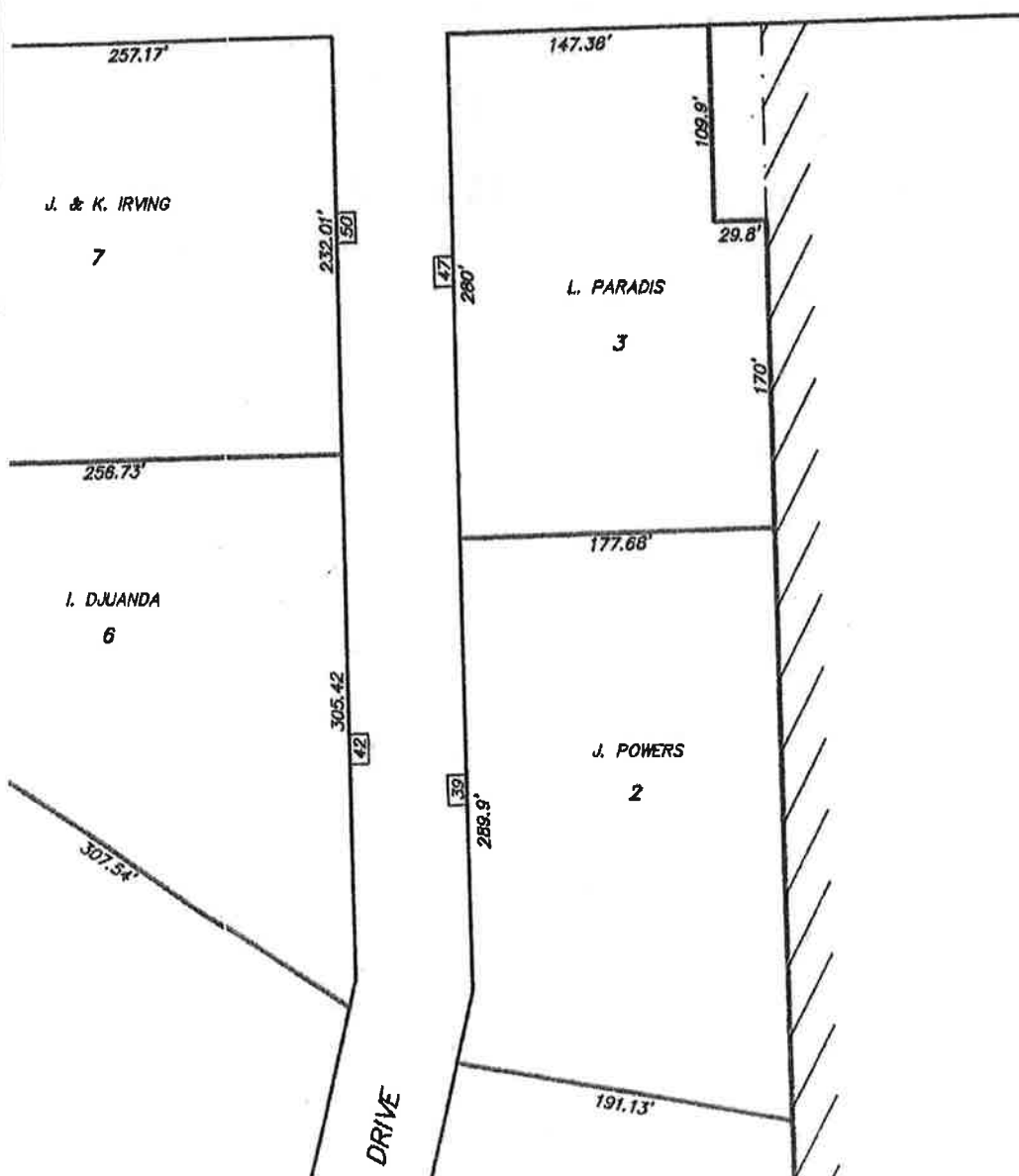
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46 Golf Course: pre

32 & 10



SUPERIOR DRIVE



DRIVE

SODERBERG COMPANY, INC.
460 YORK STREET
CARIBOU, ME 04736

JESSE G. & Heidi R. BELANGER
21 DAHLGREN STREET CARIBOU, ME
04736

RITA J ADAMS
C/O MARK D ADAMS
55 ROSE STREET
CARIBOU, ME 04736

VERNA A LEVESQUE
22 PIONEER AVE
CARIBOU, ME 04736

RICHARD V & NANCY A SHAW
40 SPRING STREET
CARIBOU, ME 04736

NORMAN E & BARBARA J COLLINS
31 DAHLGREN STREET
CARIBOU, ME 04736

KIMBERLY J BOUCHER
37 DAHLGREN STREET
CARIBOU, ME 04736

ZACHARY JACKSON
47 DAHLGREN STREET
CARIBOU, ME 04736

RONALD J LIZOTTE
44 SPRING STREET
CARIBOU, ME 04736

DONNA M CHAPMAN
46 SPRING STREET
CARIBOU, ME 04736

JILL L WESTIN
48 SPRING STREET
CARIBOU, ME 04736

MARION M KEENAN
C / O BARBARA HENDRICKS
48 KNOWLTON AVENUE
OWLS HEAD, ME 04854

CORTNEY A THERRIEN
10 POOL AVENUE
CARIBOU, ME 04736

CURTIS W & MICHELLE A RICHARDS
P.O. BOX 1132
CARIBOU, ME 04736

ELDON ESPLING
P O BOX 968
CARIBOU, ME 04736

CHRISTOPHER D MILLS
26 DAHLGREN STREET
CARIBOU, ME 04736

DAVID M & PHYLLIS L MCINTYRE
P.O. BOX 360
CARIBOU, ME 04736

BRUCE S & SONYA M RICHARDSON
16 DAHLGREN STREET
CARIBOU, ME 04736

DAVID A & SHEILA A BELYEA
16 TRUMAN STREET
CARIBOU, ME 04736

BRUCE R & GAIL MARIE BURLOCK
2 SUPERIOR DRIVE
CARIBOU, ME 04736

LARRY & MARIE ANN CYR
19 FOREST AVENUE
CARIBOU, ME 04736

PATSY L RIDEOUT
32 DAHLGREN STREET
CARIBOU, ME 04736

KELSIE & NATHAN DEFELICE
28 DAHLGREN STREET
CARIBOU, ME 04736

WARREN A & ANITA HARRIS
11 FOREST AVENUE
CARIBOU, ME 04736

JOHN D PELLETIER, JR.
7 FOREST AVENUE
CARIBOU, ME 04736

ANSON H & KAREN A THIBODEAU
3 FOREST AVENUE
CARIBOU, ME 04736

DOROTHY M WAKEM
20 RESERVOIR STREET
CARIBOU, ME 04736

JEREMIAH & AUDRA FITZHERBERT
62 SPRING STREET
CARIBOU ME, 04736

CARL J & LISA L SODERBERG
22 MEADOWBROOK DRIVE
CARIBOU, ME 04736

JORDAN J POWERS
39 MEADOWBROOK DRIVE
CARIBOU, ME 04736

IRENE DJUANDA
42 MEADOWBROOK DRIVE
CARIBOU, ME 04736

LINDSAY A PARADIS
47 MEADOWBROOK DRIVE
CARIBOU, ME 04736

JEFFREY R & KIM L IRVING
P.O. BOX 667
CARIBOU, ME 04736

GREGORY A & ANITA M DICKINSON
P.O. BOX 935
CARIBOU, ME 04736

JAMES NELSON
15 SUPERIOR DRIVE
CARIBOU, ME 04736

MALCOLM C & BIANCA J WALKER
37 SUPERIOR DRIVE
CARIBOU, ME 04736

BRYAN T & AMY R ANDERSON
41 SUPERIOR DRIVE
CARIBOU, ME 04736

KIRK S & SHELLEY L TIBBETTS
49 SUPERIOR DRIVE
CARIBOU, ME 04736

NEAL J GRIFFETH
P.O. BOX 958
CARIBOU, ME 04736

Lindsey Paradis
Paradis Aesthetics



Forrest Av

Superior Dr

147.36'

90'

109.9'

65'

Sign

35.0'

52.0'

29.8'

Meadow Brook Dr

280'

Driveway Parking

Garage

47 Meadowbrook Dr.
Tax Map 10-A Lot 3

177.68'

170'

1 inch = 65 feet



(Rewritten as follows) Section 13-700.13 - Home Occupations.

- A. *Purpose.* The purposes of this section are to:
1. Provide an opportunity for Home Occupations to be conducted as an accessory use when they are compatible with the neighborhoods in which they are located.
 2. Guide certain business activities that are not compatible with neighborhoods to other, more appropriate commercial zones.
 3. Safeguard peace, quiet, and domestic tranquility within all residential neighborhoods. Protect residents from the adverse effects of noise, nuisance, traffic, fire hazards, and other possible business uses that create significant impacts on a neighborhood.
 4. Provide a means to regulate and enforce Home Occupations.
- B. *Scope.* All Home Occupations must adhere to the standards and qualifications listed in this section and those imposed under the authority of the Planning Board in accordance with this ordinance.
- C. *Permit Required.* All Home Occupations shall obtain annually a Home Occupation Permit from the Code Enforcement Officer.
- D. *Home Occupation General Standards.* All Home Occupations shall comply with the following standards at all times:
1. *Bona Fide Resident.* The Home Occupation business shall be owned and operated solely by a bona fide resident of the home. If the applicant for a Home Occupation license rents or leases the property wherein the Home Occupation is intended to be conducted, the applicant must provide a letter of acknowledgment and consent from the property owner as an attachment to the application for a Home Occupation permit.
 2. *Employees.* No more than one full-time or full-time equivalent nonresident may be employed, volunteer, or work on the premises where the Home Occupation business is located.
 3. *Accessory Use on the Property.*
 - a. For residential purposes, the Home Occupation shall be clearly secondary and incidental to the primary use of the dwelling unit.
 - b. The Home Occupation must maintain or improve the external residential appearance of the principal structure, attached or detached garage, or accessory structure.
 - c. The Home Occupation applicant must designate the portion of the home, accessory structure, or attached or detached garage to be used as the location for business activities.
 - d. The Home Occupation shall not involve the use of any open and publicly-visible yard space for storage or display of supplies, inventory, or equipment when such use is in conjunction with the sales, service, or production of goods, unless specifically stored within trailers or accessory structures as allowed herein.
 4. *Business Vehicles and Parking*
 - a. All business-related vehicles that park at the location of the Home Occupation must use off-street parking. This provision excludes stops made by delivery vehicles. Customers or Clients may utilize on-street parking along the home frontage in accordance with street parking standards.

- b. Business Vehicles exceeding a Gross Vehicle Weight (GVW) of 8,000 pounds, trailers, and related equipment must be stored to the side or rear of the home.
- c. No parking is permitted on landscaped areas of the property.
- 5. **Signage.** A single sign is permitted, provided such sign is non-illuminated and does not exceed two feet in any dimension.
- 6. **Conformity with Health and Safety Codes.** The Home Occupation shall conform to all fire, building, plumbing, electrical, and all other City, County, State, and Federal codes.
- 7. **Neighborhood Disruptions Not Permitted.** The Home Occupation shall not interfere or disrupt the peace, quiet, and domestic tranquility of the neighborhood. The Home Occupation shall not create, be associated with, or produce odor, smoke, dust, heat, fumes, light, glare, noises or vibrations, excessive traffic, or other nuisances, including interferences with radio and television reception, or any other adverse effects within the neighborhood.
- 8. **State Licenses.** Any business required to be licensed by the State of Maine, including but not limited to caregivers, day care facilities, food preparation services, etc. must provide the City with proof of current licensure through the appropriate State agency.
- 9. **Maximum Floor Space.** No more than 50 percent of the dwelling unit shall be utilized for the Home Occupation, and up to 100 percent of any accessory structure on the same lot as the dwelling unit may be utilized for the Home Occupation.

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Commented [DB1]: I believe this is the wording we agreed upon.

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E. **Categories of Home Occupation Permits.** Home Occupation businesses are classified as Category I, Permitted Home Occupations, or Category II, Conditional Use Home Occupations. A Category I, Permitted Home Occupation requires review and approval by the Code Enforcement Officer. A Category II, Conditional Use Home Occupation requires review and approval by the Planning Board. All Home Occupations that require State of Maine Licensure are considered Category II, Conditional Use Home Occupations.

F. **Category I Qualifications.** In addition to the general standards set forth in Paragraph D above, all Category I Home Occupation businesses must comply with the qualifications outlined below. If a business cannot comply fully with all of the Category I Qualifications set forth below, the applicant may pursue approval as a Category II, Conditional Use Home Occupation (see Paragraph G below).

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- 1. **Hours.** No visitors in conjunction with the Home Occupation (clients, patrons, employees, volunteers, students, pupils, etc.) shall be permitted between the hours of 10:00 p.m. and 7:00 a.m.
- 2. **Traffic.** Vehicular traffic from business-related visitors and customers shall not exceed that which normally and reasonably occurs in the neighborhood and shall not produce excessive noise or parking nuisances. Category I Home Occupations may be serviced by occasional delivery vehicles, limited to the shipment or receipt of merchandise, goods, or supplies, so long as the frequency of those deliveries do not create a nuisance to surrounding residents.

Deleted: <#>The Traffic generated by a Home Occupation shall be limited to no more than two business-related visitors or customers per hour, and a maximum of eight business-related visitors or customers per day. Business-related deliveries or pickups shall not exceed two per day to avoid excessive and or nuisance travel trips and offstreet parking in residential areas. ¶
<#>¶
<#>Home Occupation can be serviced by occasional heavy truck traffic limited to the shipment or receipt of merchandise, goods, or supplies.¶
<#>The receipt or delivery of merchandise, goods, or supplies for use in a Home Occupation shall be limited to vehicles with a Gross Vehicle Weight (GVW) of 23,000 pounds or less.¶

G. **Category II, Conditional Use Permit Required.** If a Home Occupation is able to comply with all of the general standards in Paragraph D above but is unable to comply with all of the Category I qualifications established in Paragraph F, or if the Home Occupation requires State of Maine Licensure, the proposed business is subject to review by the Planning Board. In addition, any application proposing two or more Home Occupation permits, and associated with the same

dwelling unit, shall be reviewed by the Planning Board, to ensure that the cumulative impacts of the proposed Home Occupations comply with city ordinances. The following standards or business types shall be reviewed by the Planning Board for approval.

1. *General.* In addition to any conditions established by the Planning Board at the time of its review, all Category II Home Occupations must comply with the following:
 - a. All Category II Home Occupations shall be conducted only from single-family dwellings.
 - b. Proposed uses may be determined to be appropriate as Home Occupations only if they are judged to be compatible with residential neighborhoods by the Planning Board conditional use review.
 - c. Vehicular traffic from business-related visitors and customers shall not exceed that which normally and reasonably occurs in the neighborhood, except as provided for in Item 2. "Child Day Care and Other Group Child Activities" below. Traffic from Category II Home Occupations shall not produce excessive noise or parking nuisances and may be serviced by occasional delivery vehicles, limited to the shipment or receipt of merchandise, goods, or supplies, so long as the frequency of those deliveries do not become a nuisance to surrounding residents.
2. *Child Day Care and Other Child Group Activities.* Refer to Section 13-760 "Daycare Facilities" of the City of Caribou Code and 10-148 CODE OF MAINE RULES CHAPTER 32 to comply with State of Maine licensing requirements. All home-based child day care and group activities licensed by the State of Maine are considered Category II, Conditional Use Home Occupations.
3. *Adult Day Care.* Refer to MRS Title 22 Chapter 1679 Adult Day Care Program Subsections 8601-8606. Any home-based Adult Day Care that exceeds two individuals 60 years of age or older, or more than 12 hours per day of operation requires State of Maine licensure, and is therefore considered a Category II, Conditional Use Home Occupation.
4. *Dangerous Home Occupations.* Any proposed Home Occupation that uses explosives, incendiary products and devices, flammable materials, or hazardous chemicals in amounts greater than typical household quantities is considered a Category II, Conditional Use Home Occupation.

H. *Prohibited Home Occupations.* The following uses, by nature of the occupation, substantially impair the use and value of residentially-zoned areas for residential purposes and are, therefore, prohibited:

1. Mortuary, crematorium, columbarium, or mausoleum.
2. Animal hospital or veterinary service, except in the R-3 zone with a Category II, Conditional Use Home Occupation permit.
3. Clinic, dental office, medical office, chiropractic office, or hospital, except in the R-3 zone with a Category II, Conditional Use Home Occupation permit.
4. Junkyard, auto wrecking yard, or salvage yard within the urban compact area. Any Junkyard, auto wrecking yard, or salvage yard outside of the urban compact area must comply with separate local and state licensing procedures.
5. Stable, kennel, pet store, or any other commercial animal breeding business or similar activity, except in the R-3 zone with a Category II, Conditional Use Home Occupation permit.
6. Storage, service, repair, or sales of ambulances, tow trucks, recreational vehicles, watercraft, automobiles, ATVs, or other motorized vehicles within the urban compact area. Home Occupations desiring to conduct these types of activities in the R-3 zone may be permitted,

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Commented [DB3]: Mirror language from Cat I

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It shall be limited to avoid excessive and or nuisance
travel trips and offstreet parking in residential areas
A maximum of 12 business-related visitors per day may
be allowed,...except as provided for in Item 2. "Child
Day Care and Other Group Child Activities" below....

Deleted: except as provided for in Item 2, "Child Day
Other Group Child Activities" below....

subject to a Site Design Review by the Planning Board and must be at least 300 feet from any neighboring dwelling.

7. Use of specified chemicals, pesticides and flammable/combustible materials, including any other process or business where current adopted Building and Fire Codes requires an operational permit.
8. Bed and breakfast facilities. (Regulated under separate rules – see Section 13-700.4)

Section 13-900 Definitions

Home Occupation: An occupation or profession that is conducted for financial gain on a dwelling site or in the associated dwelling unit by a member of the family residing in the unit, and which is clearly incidental to and compatible with the primarily residential use of the property and surrounding residential uses. A Home Occupation shall not be construed to mean an employee working in his/her home in the service of an employer, whose principal place of business is at another location.

Kenneth Murchison, Jr.
On behalf of the Central Aroostook
Maine Northern Railroad Reuse Coalition
25 High Street,
Caribou, ME 04736
March 31, 2019

Bruce A. Van Note
Maine Department of Transportation Commissioner
16 State House Station,
Augusta, ME 04333-0016

Commissioner Van Note,

Several communities and an independent State authority in Central Aroostook County have joined into a coalition focused on the reuse potential for portions of the Maine Northern Railroad Corridor.

The railroad corridor currently leased from Maine Department of Transportation by Maine Northern Railway, an Irving Lands subsidiary, connects Presque Isle, Caribou, Fort Fairfield, and Limestone together via rail. Regular rail service, however, has not been offered past Maysville Street in Presque Isle for over two years, service to Caribou has not been offered for a decade and not since the mid 1990's to Fort Fairfield and Limestone.

This rail corridor that historically connected our communities has been largely abandoned in place, bridges have not been maintained and repairs have not been completed resulting in areas that are washed out, overgrown, or otherwise lost to time and elements, especially from Caribou north to Limestone and the former Loring Air Force Base.

As we contemplate potential reuses of this corridor, we envision the development of a Regional Multi-Use Recreation Corridor once again linking our communities together or possibly a coinhabited rail/multi use trail system connecting the communities in Central Aroostook County and beyond.

We respectfully request that the Maine Department of Transportation form a Rail Corridor Use Advisory Council, as defined by L.D. 1133, An Act to Amend the Transportation Laws that would, upon petition, review and make recommendations on the likelihood, benefits and cost of potential uses for portions of the Maine Northern Railroad Corridor in Central Aroostook County.

Letters of Support attached.

We thank you in advance for your time and your kind attention to this matter.

Sincerely,

March 31, 2019

Bruce A. Van Note
Maine Department of Transportation Commissioner
16 State House Station,
Augusta, ME 04333-0016

Commissioner Van Note,

Several Communities in Central Aroostook County have joined into a coalition focused on the reuse potential for portions of the Maine Northern Railroad Corridor.

The Town/City/LDA of _____ supports engaging Maine Department of Transportation in the formation of a Rail Corridor Use Advisory Council, as defined by L.D. 1133, An Act to Amend the Transportation Laws.

It is our understanding that the council would, upon petition, review and make recommendations on the likelihood, benefits and cost of potential uses for portions of the Maine Northern Railroad Corridor in Central Aroostook County.

We thank you in advance for your time and attention to this matter.

Sincerely,

For the Town/City/LDA of _____