



September 8, 2020

Town of Windham Planning Board
c/o Amanda Lessard
Planning Director
Town of Windham
8 School Road
Windham, Maine 04062

**RE: Sketch Plan Review Application
WH02 Solar Project
Map 6 Lot 60
Swett Road
Windham, Maine**

Dear Planning Board Members,

On behalf of TPE ME WH02, LLC (Applicant), Walsh Engineering Associates, Inc. is pleased to submit this Sketch Plan Review Application submission. The Applicant intends to construct a $5\pm$ MW (AC) solar photovoltaic system on a portion of the subject property.

Existing Conditions:

The project is located on the $61\pm$ acre parcel identified by Town of Windham's Assessor's Map as Map 6, Lot 60 in the Farm (F) District. The site is primarily undeveloped and wooded with frontage on Swett Road. The site is approximately bisected by a CMP transmission corridor and easement running west to east. Wetlands and streams were recently mapped onsite by Jones Associates, Inc. Two streams, multiple wetlands, and three potential vernal pools (PVPs) were identified onsite. Two of the PVPs and one of the streams are located near the project. As vernal pools cannot be surveyed for significance (as defined by the Maine DEP) until the spring, they have conservatively been assumed to be significant and the applicable standards have been applied to the project. The project is not located within an Essential or Significant Habitat as mapped on the "Beginning with Habitat" website. The project is not located over a significant sand & gravel aquifer as mapped by the Maine Geological Survey. Soils on the site are generally of hydrologic soil groups C and D. The site generally slopes gently from west to east towards the unnamed stream on the eastern side of the site.

Proposed Conditions

The project will consist of the construction of a $5\pm$ MW (AC) solar photovoltaic system occupying no more than 19.99 acres. The project is considered a Public Utility System, which is a Conditional Use. The area under and around the solar panels will be returned to a vegetated meadow condition that will not be mowed more than twice per twelve-month period to act as a meadow treatment buffer for the panels. The project will result in approximately 4,243 SF of impervious area including the access road, equipment pads and array panel posts. As the array is primarily revegetated and drainage patterns will remain generally the same, impacts to existing stormwater conditions will be negligible.

The project will be accessed with a gravel drive from Swett Road. The project will result in very little traffic, generating only a few trips per month by service and maintenance personnel. A turnaround will be provided so vehicles will not back out onto Swett Road. Electricity generated from the site will tie into the existing overhead utility lines in Swett Road, which the Applicant is coordinating with CMP. No other utilities are proposed or necessary to serve the site. It is our opinion that traffic studies, utility studies, and market studies are not necessary for this project.

The array panels will be set back approximately 140'± from Swett Road and approximately 80'± from the nearest point of the abutting residential property to the south. Additional year-round evergreen screening is also proposed along the sides of the array facing Swett Road and the abutting property to the south.

The entire array will be enclosed with chain link security fence

A small amount of clearing is proposed within the PVP1 and PVP2 buffers. One isolated wetland 4,960 sf in size will be impacted.

At this time, we do not believe any waivers will be requested for this project.

At this time, it is anticipated that the following permits will be required from other agencies:

- Maine DEP Stormwater Permit-by-Rule (PBR)
- Maine DEP NRPA PBR
 - Section 2 (Adjacent to Natural Resource)
 - Section 19 (Work within a vernal pool habitat)
- Maine DEP Tier I NRPA permit for wetland impact

Copies of the applications will be provided to the Town when submitted to the DEP.

The Applicant has hired the following consultants for the project:

- Civil Engineers:
Walsh Engineering Associates, Inc.
1 Karen Drive, Suite 2A
Westbrook, ME 04092
207-553-9898
- Surveyor & Wetland Professionals:
Jones Associates, Inc.
280 Poland Spring Road
Auburn, Maine 04210
207-241-0235

We trust that we have provided the appropriate information to be placed on the next available planning board meeting. We look forward to working with the Town to make this project a success. Please let me know if you have any questions or require any additional information.

Respectfully,

A handwritten signature in black ink, reading "Silas Canavan". The signature is fluid and cursive, with the first name "Silas" and last name "Canavan" clearly distinguishable.

Silas Canavan, PE
Walsh Engineering Associates, Inc.

cc. Michelle Carpenter, TPE ME WH02, LLC (Applicant)
enc. Sketch Plan Review Application Documents
Sketch Plan Application and Escrow Fee (\$500)

TOWN OF WINDHAM MAJOR & MINOR SITE PLAN APPLICATION

Sketch Plan

(Section 811 – Site Plan Review, Submission Requirements)

The original signed copy of this application must be accompanied by:

- The required application and review escrow fees,
- Five (5) collated submission packets, which must include
 - Full size paper copies of each plan, map, or drawing, and
 - A bound copy of the required information found in Section 811 of the Land Use Ordinance.
 - The checklist below offers a brief description of these requirements for the purpose of determining the completeness of a submission. Please use the Ordinance for assembling the submission packets.
- Electronic submission in PDF format of:
 - All plans, maps, and drawings.
 - These may be submitted as a single PDF file or a PDF for each sheet in the plan set.
 - A PDF of the required information found in Section 811 of the Land Use Ordinance

The submission deadline for Sketch plans is three (3) weeks before the Planning Board or Staff Review Committee meeting for which it will be scheduled.

Applicants are strongly encouraged to schedule a brief submission meeting with Planning Staff, to walk through the application checklist at the time a Planning Board submission is made. This will allow applicants to receive a determination of completeness, or a punch list of outstanding items, at the time a submission is made.

If you have questions about the submission requirements, please contact:

Windham Planning Department	(207) 894-5960, ext. 2
Jenn Curtis, Planner	jcurtis@windhammaine.us
Amanda Lessard, Planning Director	allessard@windhammaine.us

Sketch Plan - Minor & Major Site Plan

Project Name: WH02 - Solar Project

Tax Map: 06 **Lot:** 60

Estimated square footage of building(s): N/A

If no buildings proposed, estimated square footage of total development: 19.99 ACRES

Is the total disturbance proposed > 1 acre? ☐ Yes ☐ No

Contact Information

1. Applicant

Name: TPE ME WH02, LLC c/o Michelle Carpenter

Mailing Address: 737 South Corona Street, Suite 100, Denver, Colorado 80209

Telephone: 781-325-2884 **Fax:** _____ **E-mail:** mcarpenter@tpoint-e.com

2. Record owner of property

_____ (Check here if same as applicant)

Name: Lawrence A. & Kathryn S. Clark

Mailing Address: 56 Pine Tree Lane, Denmark, Maine 04022

Telephone: 207-787-2403 **Fax:** _____ **E-mail:** _____

3. Contact Person/Agent (if completed and signed by applicant's agent, provide written documentation of authority to act on behalf of applicant)

Name: Silas Canavan, PE

Company Name: Walsh Engineering Associates, Inc

Mailing Address: One Karen Drive, Suite 2A, Westbrook, Maine 04092

Telephone: (207) 553 - 9898 **Fax:** _____ **E-mail:** silas@walsh-eng.com

I certify all the information in this application form and accompanying materials is true and accurate to the best of my knowledge.



(Agent)

9/8/2020

Signature

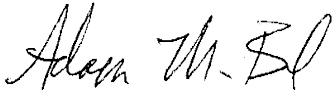
Date

Sketch Plan - Minor & Major Site Plan: Submission Requirements		Applicant	Staff
a.	Complete Sketch Plan Application form		
b.	Project Narrative		
	conditions of the site		
	proposed use		
	constraints/opportunities of site		
	identify if any of the following will be completed as part of the Final Plan		
	traffic study		
	utility study		
	market study		
c.	Name, address, phone for record owner and applicant		
d.	Names and addresses of all consultants working on the project		
e.	Evidence of right, title, or interest in the property		
f.	Evidence of payment of Sketch Plan fees and escrow deposit		
g.	Any anticipated waiver requests (Section 808)		
	Waivers from Submission Criteria in Section 811 of the Land Use Ordinance.		
	If yes, submit letter with the waivers being requested, along with reasons for each waiver request.		
	Waivers from Subdivision Performance Standards in Section 812 of the Land Use Ordinance.		
	If yes, submit letter with the waivers being requested, along with a completed "Performance and Design Standards Waiver Request" form.		
h.	Plan Requirements		
	Please note: the Sketch Plan does not need to be surveyed. However, if it is surveyed, please refer to the GIS requirements for Final Plan review. It may be in the applicant's interest to obtain the required GIS data while the surveyor is on site.		
1	Name of subdivision, north arrow, date and scale (not more than 100 ft: 1in)		
2	Boundary of the parcel		
3	Relationship of the site to the surrounding area		
4	Topography of the site at an appropriate contour interval (10' contours generally adequate)		
5	Approximate size and location of natural features of the site, including wetlands, streams, ponds, floodplains, groundwater aquifers, significant wildlife habitats and fisheries, or other important natural features. If none, so state.		
6	Existing buildings, structures, or other improvements on the site		
7	Existing restrictions or easements on the site. If none, so state.		
8	Approximate location and size of existing utilities or improvements servicing the site. If none, so state.		
9	Class D medium intensity soil survey		
10	Location and size of proposed building, structures, access drives, parking areas, and other development features.		
Electronic Submission			

To Whom It May Concern,

By this letter, the undersigned authorizes Walsh Engineering Associates, Inc. to act as the agent for the undersigned, TPE ME WH02, LLC in the preparation and submission of all Federal, State, and Local permit applications and relevant documents and correspondence for all necessary permits for the construction of the solar array on Assessor Parcel #006060000000576 in Winham, ME, to attend meetings and site visits; to appear before all boards, commissions, and committees, and to provide such other services as are necessary and appropriate in furtherance of the aforementioned project.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam M. Beal", written over a horizontal line.

Signature

Adam Beal, Authorized Representative

Printed Name and Title

9/07/2020

Date



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



NORTH WINDHAM QUADRANGLE
MAINE - CUMBERLAND COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
Horizontal datum: North American Datum of 1983 (NAD83)
Vertical datum: Mean Sea Level (MSL)
This map is not a legal document. It is provided for informational purposes only. It is not to be used for legal or other purposes without the express written permission of the United States Geological Survey.



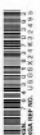
SCALE 1:24,000
1 inch = 200 feet
1 mile = 5,280 feet
1 kilometer = 1,000 meters
1 meter = 1.0936 yards
1 yard = 3 feet
1 foot = 12 inches
1 inch = 2.54 centimeters
1 centimeter = 10 millimeters
1 millimeter = 0.03937 inches
1 meter = 3.28084 feet
1 foot = 0.3048 meters
1 kilometer = 0.621371 miles
1 mile = 1.60934 kilometers



ROAD CLASSIFICATION
Interstate Highway
U.S. Highway
State Road
Local Road
Railroad
Other

1. Single
2. Double
3. Triple
4. Quadruple
5. Five-lane
6. Six-lane
7. Seven-lane
8. Eight-lane
9. Nine-lane
10. Ten-lane
11. Eleven-lane
12. Twelve-lane
13. Thirteen-lane
14. Fourteen-lane
15. Fifteen-lane
16. Sixteen-lane
17. Seventeen-lane
18. Eighteen-lane
19. Nineteen-lane
20. Twenty-lane

NORTH WINDHAM, ME
2018



WALSH
ENGINEERING ASSOCIATES, INC.

One Karen Dr., Suite 2A | Westbrook, Maine 04092
ph: 207.553.9898 | www.walsh-eng.com

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WH02 SOLAR PROJECT

MAP 6, LOT 60
SWETT ROAD
WINDHAM, MAINE 04062

Sheet Title:

LOCATION PLAN

Job No.: 672

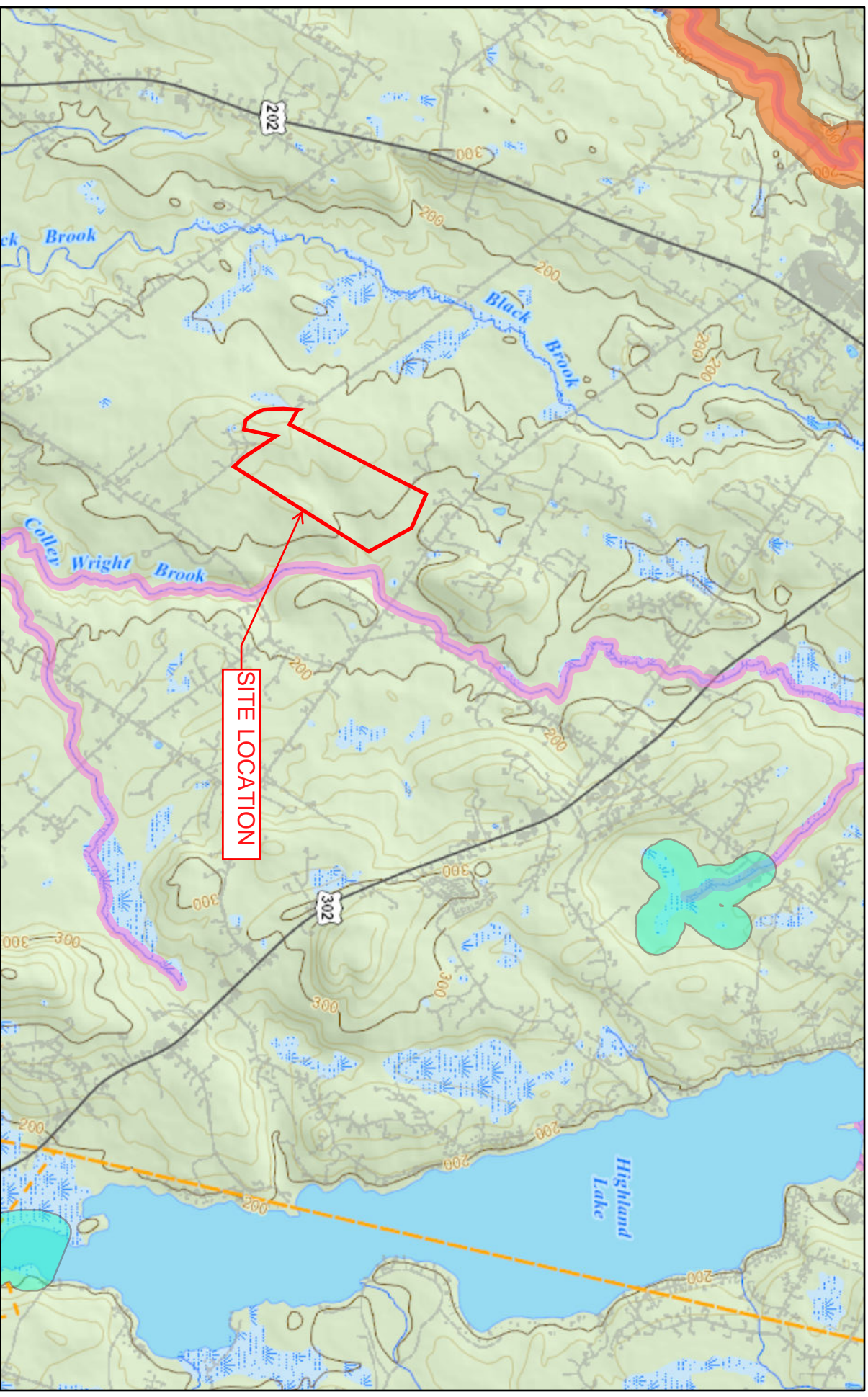
Date: 2020-09-04

Scale: AS SHOWN

Drawn: MTL

Checked: CHKD

Beginning With Habitat

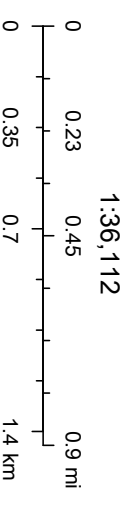


September 8, 2020

ETSC Animal Habitat Buffers

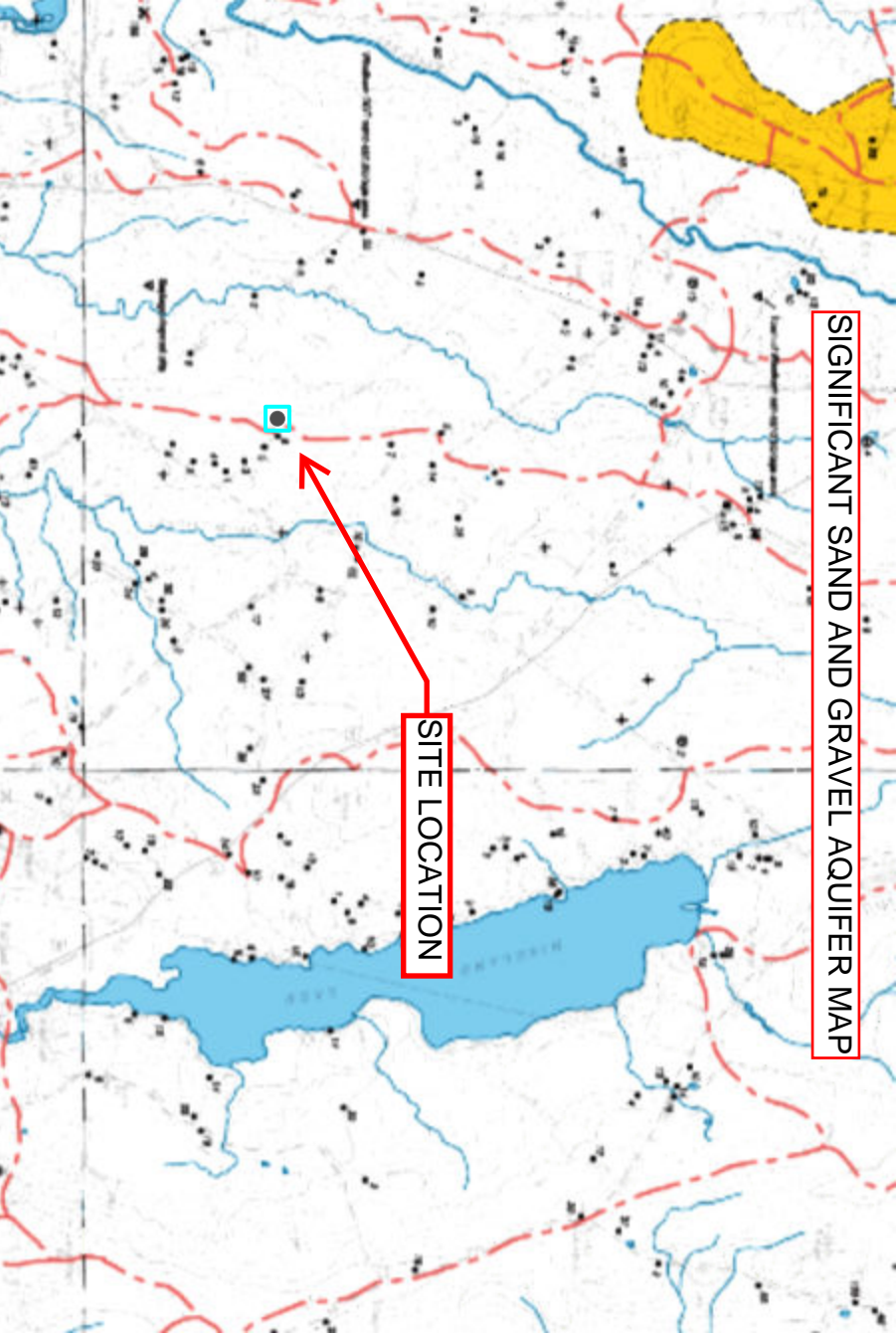
btout

Inland Wading Bird and Waterfowl Habitat



This map is intended for planning purposes and should not be used for
Copyright 2016 Beginning With Habitat

SIGNIFICANT SAND AND GRAVEL AQUIFER MAP



SITE LOCATION

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, Maine Geological Survey

70° 24' 44" W

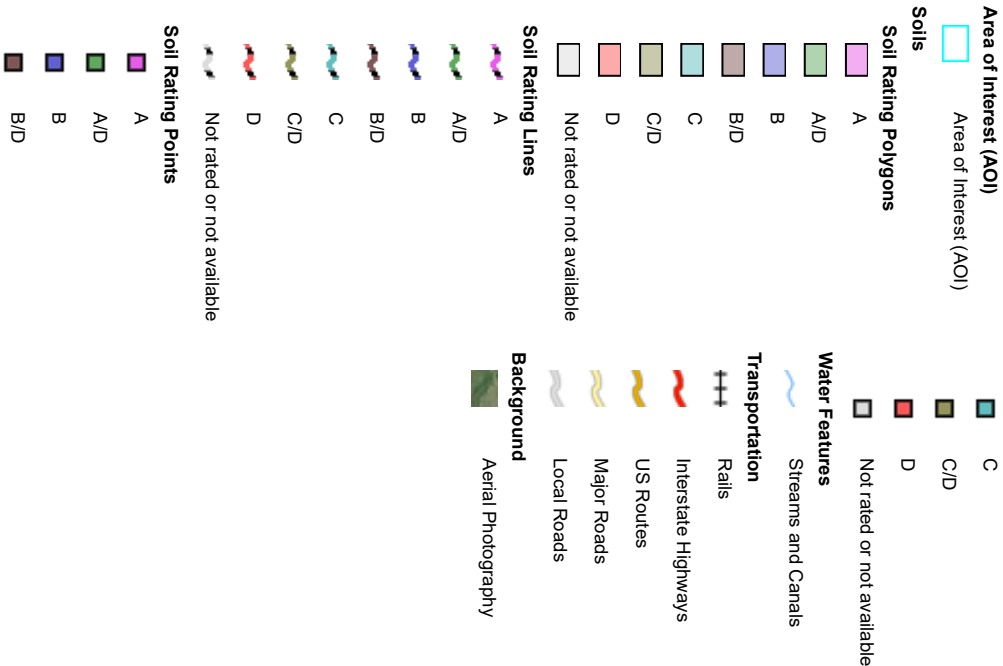


70° 24' 44" W

N

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

MAP LEGEND



MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 17, Jun 5, 2020

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

Date(s) aerial images were photographed: Jun 7, 2019—Jul 2, 2019

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

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
BgB	Nicholville very fine sandy loam, 0 to 8 percent slopes	C	21.9	8.7%
BuB	Lamoine silt loam, 3 to 8 percent slopes	C/D	19.9	7.9%
EmB	Elmwood fine sandy loam, 0 to 8 percent slopes	B	4.4	1.7%
HIB	Hinckley loamy sand, 3 to 8 percent slopes	A	1.6	0.6%
HrB	Lyman-Tunbridge complex, 0 to 8 percent slopes, rocky	D	88.9	35.4%
HrC	Lyman-Tunbridge complex, 8 to 15 percent slopes, rocky	D	38.8	15.5%
HsC	Lyman-Abram complex, 8 to 15 percent slopes, very rocky	D	1.3	0.5%
HsE	Lyman-Abram complex, 15 to 35 percent slopes, very rocky	D	0.2	0.1%
PbB	Paxton fine sandy loam, 3 to 8 percent slopes	C	24.1	9.6%
PbC	Paxton fine sandy loam, 8 to 15 percent slopes	C	36.8	14.7%
Sn	Scantic silt loam, 0 to 3 percent slopes	D	4.6	1.8%
SuD2	Suffield silt loam, 15 to 25 percent slopes, eroded	C	1.1	0.4%
WrB	Woodbridge fine sandy loam, 0 to 8 percent slopes	C	7.2	2.9%
Totals for Area of Interest			250.8	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Real Estate Lease Option Agreement

This Real Estate Lease Option Agreement ("Agreement" or "Option"), made and effective this 17th day of April, 2020 ("Execution Date"), by and between Laurence A. Clark and Kathryn Ann Clark, husband and wife, with an address of 56 Pine Tree Lane, Denmark, Maine 04022 ("Landlord") and TPE ME WH02, LLC, a Delaware limited liability company, with an address of 999 18th St., Suite 3000, Denver, CO 80202 ("Tenant").

RECITALS

WHEREAS, Landlord owns fee simple title to certain real property in Windham, Cumberland County, Maine, as more fully described in Exhibit "A" attached hereto ("Landlord's Property"); and

WHEREAS, Tenant and Landlord wish to set forth their agreement concerning Tenant's option to enter a ground lease agreement ("Lease") to lease approximately 20 acres of Landlord's Property, plus "Additional Land" and "Easements" as defined below ("Leased Premises"); and

WHEREAS, the Leased Premises shall be leased for construction, operation, maintenance and decommissioning of a photovoltaic solar array project ("Project").

AGREEMENTS

THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained herein, and intending to be legally bound, the parties agree as follows:

1. Grant of Option. In consideration of the ("Option Price") as described below, Landlord grants to Tenant the exclusive and irrevocable option ("Option") to enter a Lease to lease the Leased Premises under the terms and conditions described below. The Option Price shall be non-refundable to Tenant, and 50% of the Option Price shall be attributable to the "Rent," both terms as defined below. Notwithstanding anything in this Agreement to the contrary, should Landlord breach this Agreement or have engaged in fraudulent representations, concealment or actions, then all Option Price payments delivered to Landlord shall be fully and immediately refundable to Tenant.
2. Option Term.
 - a. The preliminary term of this Option shall be 365 days from the Execution Date ("Initial Option Period"), in consideration of a payment of an "Option Price" to Landlord, payable as provided below. Tenant shall have the right to extend the Option Term for two additional 365-day periods ("Extension Period") upon payment of an additional [REDACTED] ("Extension Payment") within 10 business days of the anniversary of the Execution Date with respect to each Extension Period. The "Option Term" shall mean the Initial Option Period, plus the Extension Periods if exercised by Tenant as provided above. In no event shall the Option Term exceed 1,095 days, unless mutually agreed-upon by the Parties. An option payment (the "Initial Option Payment") in the amount of [REDACTED] shall be due and payable within two (2) business days after the end of the Investigation Term

unless this Agreement is sooner terminated, as provided herein. The Initial Option Payment, and the Extension Payments, to the extent paid, are collectively referred to herein as the "Option Price". Tenant shall not be required to make any signing bonus or Option Price payments to Landlord until such time as Tenant has received from Landlord a completed and executed copy of the form attached hereto as Exhibit "B." 50% of all Option Payment(s) shall be credited to Rent upon commencement of the Operational Term.

- b. Tenant shall have a 180-day period ("Investigation Term") beginning on the Execution Date to perform diligence necessary to determine the viability of Landlord's Property and the Project. Subject to subparagraph d. below, if Tenant fails to make the Additional Option Payment when due hereunder, this Option shall terminate at the option of Landlord, the Initial Option Payment hereunder shall be retained by Landlord and neither party shall have any further obligations hereunder.
 - c. If Tenant does not exercise the Option in the manner provided in Paragraph 3 below by the end of the Option Term, the Initial Option Payment hereunder shall be retained by Landlord and neither party shall have any further obligations to the other and this Option Agreement shall terminate automatically.
 - d. If Tenant fails to timely deliver any payment by the date it is due, Landlord shall notify Tenant in writing and Tenant shall then have five (5) business days following receipt of such notice to deliver the payment, and the Option Term shall continue in full force and effect. If Tenant fails to deliver the payment within such 5 business days then this Agreement shall terminate at the option of either party and upon such termination, neither party shall have any further obligations to the other hereunder.
3. Exercise of Option. Tenant may exercise the Option at any time up to midnight on the last day of the Option Term by giving written notice to Landlord accompanied by a draft version of a Lease. Upon delivery of the notice of exercise of the Option, the Option Term shall be extended, without any further Option Price payments being required, until Landlord and Tenant enter into a Lease for the Leased Premises and, as necessary, "Additional Land" and "Easements," both as described below. Tenant and Landlord shall negotiate in good faith the terms and conditions of such Lease (other than the economic terms set forth herein, which have been agreed to by Tenant and Landlord), and shall use diligent and commercially-reasonable efforts to finalize such negotiations within ten (10) business days of Landlord's receipt of Tenant's exercise of the Option.
4. Terms of Lease. The Lease terms and conditions shall be as follows:
- a. Construction Term: During the Construction Term, Tenant shall, subject to the terms of the Lease, undertake all installation of the Project. The Construction Term shall expire upon the date of commercial operation of the Project ("COD") or 6 months, whichever is sooner.
 - b. Operational Term: 25 years following COD, commencing upon expiration of the Construction Term.

- c. Option to Extend Lease: Tenant shall have 3 5-year option(s) to extend the Operational Term by providing Landlord written notice of Tenant's intention to exercise such option(s) at least 3 months prior to the expiration of term.
- d. Decommissioning Term: 9 months, commencing upon expiration of the Operational Term. During the Decommissioning Term, the Tenant shall remove the Project and any related property from the Leased Premises and restore the surrounding area where such Project was located substantially to the condition existing prior to the installment of the Project (reasonable wear and tear excepted).
- e. Rent: [REDACTED] per "net acre" per year for the Operational Term, and subject to a fixed annual escalator of two percent (2%) over the previous year's Rent for each year of the Lease. There shall be no rent payable during the Construction or Decommissioning Terms. The term "net acre" shall refer to the net acreage of the Leased Premises and the Easements, rounded to the nearest hundredth of an acre.
- f. Lease Extension Rent: On or before each Lease Extension, the parties shall mutually agree upon an appraiser at Tenant's expense to determine a new rental amount based upon the then-current market value of the Leased Premises, applying a commercially-acceptable capitalization rate to the market valuation to determine an appropriate lease rate, and upon such time shall execute an amendment to the Lease setting for the mutually agreed-upon Rent for such extension. In no event shall the new rental amount for any such extension be less than the Rent received during the Initial Term or the most recent extended Term.
- g. Leased Premises: The parties shall cooperate to identify the layout of the Project, the boundaries of the Leased Premises and the necessary Easements which are reasonably necessary for the Project .
- h. Easements: Landlord shall grant to Tenant easements on land owned by Landlord which are reasonably necessary: (i) to provide access to the Leased Premises; and (ii) for structures, conduits and the like for purposes of transmitting power generated by the Project and/or communications lines.
- i. Taxes: Tenant shall pay all personal property taxes on its property, business or license taxes or fees assessed to Tenant for its business, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind due to Tenant's use and operation of the Project on the Leased Premises during the Lease Term, including real estate taxes on the Leased Premises (but not on Landlord's Property as a whole). Tenant shall be responsible for any penalty imposed due to the Leased Premises no longer being eligible for Tree Growth classification or due to the Leased Premises' use as contemplated by this Agreement. Landlord shall be responsible for all underlying real estate taxes and assessments of Landlord's Property during the Option Term.

5. Title; Property Condition

- a. Title.
 - i. Landlord represents as of the date hereof that the Landlord has good and marketable title to Landlord's Property.

- ii. During the Option Term, Tenant may engage a title company ("Title Insurer") to deliver a title report that covers Landlord's Property. If Tenant obtains a survey of Landlord's Property and/or the Leased Premises, it will have a copy of the survey delivered to the Title Company. The Title Insurer will issue an amended preliminary title report which shall show status of title to the Leased Premises and Easement Parcels described in the Survey as of the date of the amended preliminary title report.
 - iii. Upon Tenant's receipt of the amended title report and survey, Tenant will provide Landlord with written notice of any title exceptions shown in the Report or survey that are unacceptable to Tenant (the "Notice of Objection"), and a proposed method of cure. If any subsequent title report or survey is received by Tenant showing additional title exceptions unacceptable to Tenant, Tenant will provide a copy to Landlord along with Tenant's revised Notice of Objection.
 - iv. If Landlord does not eliminate those exceptions or obtain title insurance endorsements reasonably acceptable to Tenant within thirty (30) days or longer, as applicable, from its receipt of a Notice of Objection(s), Tenant shall have the option of (i) taking such steps as Tenant deems necessary to cure the title defect or obtain acceptable title insurance endorsements, the cost of which shall be borne by Landlord; or in the alternative, (ii) electing to terminate this Agreement and further shall be entitled to a refund of any monies theretofore paid by Tenant, other than the Preliminary Option Payment.
 - v. Landlord shall promptly pay all obligations secured by encumbrances against the Leased Premises and shall not allow any default to occur under obligations secured by encumbrances against Landlord's Property. Landlord will not allow any encumbrances against Landlord's Property other than those encumbrances which appear on the Report and which are not objectionable to Tenant. Landlord will obtain such subordination, non-disturbance or other agreements pertaining to obligations or encumbrances as are reasonably requested by Tenant.
 - b. Property Condition. Landlord represents and warrants that there is no (i) hazardous or toxic substance, material, or waste that is or becomes regulated by any federal, state or local governmental authority is located on, under, or about, or has been released from, Landlord's Property, and Landlord further represents that it has not received any notice, claim, inquiry or demand regarding the actual or suspected presence of any hazardous or toxic substance, material, or waste on, under, or about or released from Landlord's Property from any federal, state or local governmental authority.
6. Condemnation. Landlord represents and warrants that it has not heretofore received any written offer, notice or communication of a proposed condemnation or taking under the power of eminent domain of all or any part of Landlord's Property.
7. Destruction or Damage. If, during the term of this Agreement all or any portion of Landlord's Property is destroyed by one or more incidents of fire or other casualty, such event shall not affect the rights and obligations of the parties hereunder and this Agreement shall remain in full force and effect in accordance with its terms.
8. Landlord's Covenants.

- a. Landlord hereby covenants and agrees that, during the Option Term, Landlord shall not permit any "Unpermitted Transfer" without the prior written consent of Tenant "Unpermitted Transfer" shall mean any of the following:
 - i. any lease affecting all or any portion of Landlord's Property;
 - ii. any grant, sale, transfer or other conveyance of all or any portion of or interest in Landlord's Property;
 - iii. any mortgage, lien or other encumbrance of all or any portion of Landlord's Property, unless such mortgage, lien or encumbrance expressly states, without reservation, that it is in all respects subordinate and subject to the interest of Tenant under this Agreement and shall be released on the Lease execution date of the Lease;
 - iv. any contract or other agreement pursuant to which any party may obtain lien, development, possession or usage rights affecting all or any portion of Landlord's Property;
 - v. any other act or omission affecting Landlord's Property which would diminish or otherwise adversely affect Tenant's interest under this Agreement, or which might prevent Landlord's full performance of its obligations hereunder or under the Lease, including any act or omission which reduces solar insolation.
 - b. Landlord shall not apply for inclusion of Lease Premises into any Agricultural and/or Forestal and/or open space District program or tax system or any similar program, and all pending applications for including Landlord's Property into any Agricultural and/or Forestal District and/or open space or any similar programs shall be withdrawn by Landlord within five (5) days of executing this Agreement.
9. Inspection; Access to Property. Tenant may inspect Landlord's Property and complete tests, inspections and investigations. Tenant shall indemnify, release, defend and hold harmless Landlord against any claims, losses, liabilities, injuries or damages to real or tangible property or persons that arise out of the activities of Tenant on the Property during the term of this Agreement, except to the extent caused by the negligence or willful misconduct of the Landlord or its agents or employees. The period between the date of this Agreement and the expiration of the Option Period is called the "Inspection Period". During the Inspection Period: (a) Landlord shall permit Tenant to examine all plans, drawings, specifications, blueprints, surveys, title reports, engineering reports, environmental reports and other technical descriptions or materials in Landlord's possession; (b) Tenant shall have the right, at all reasonable times, to (i) inspect Landlord's Property, (ii) conduct engineering and geophysical feasibility tests of Landlord's Property and any environmental audits of Landlord's Property, including sampling, (iii) access and locate utility lines, access easements or any other features associated with the Project and (c) Tenant shall be given complete access to Landlord's Property for the purpose of making such tests, inspections and investigations. Tenant shall maintain insurance for commercial general liability in a commercially reasonable amount, and provide a Certificate of Additional Insured to Landlord prior to entry upon the Property, and annually thereafter.
10. Crop Destruction or Damage. If during the Option Term, any portion of the crops on Property is destroyed or damaged by Tenant, Tenant shall compensate Landlord within a reasonable time. The damage estimate must be reasonable based on generally-accepted farming expenses and crop values. Tenant retains the right to dispute the value of claim by securing an independent estimate from a qualified professional.

11. Recording and Specific Performance. Tenant and Landlord agree to record a memorandum of this Agreement within five (5) days of its execution with the Registry of Deeds in the County in which Landlord's Property is located ("Memorandum of Option"), in substantially the form as attached hereto as Exhibit "C". This Agreement and the Lease entered pursuant hereto shall be specifically enforceable by Tenant and by Tenant's representatives, successors and assigns.
12. Cooperation. Landlord shall provide Tenant with copies of all plans, plats, drawings, surveys, designs, title opinions, title insurance policies and title insurance commitments, studies/reports, permits, approvals, orders, notices of violation, enforcement notices, easements or restrictions related to the Leased Premises or Landlord's Property. Landlord agrees to cooperate with Tenant during its due diligence investigations and in obtaining all permits, orders, variances, waivers, releases, terminations of agreements and approvals necessary for the Project, including signing any applications or similar documentation required of the landowner. Landlord shall not be required to make any expenditure for such cooperative efforts unless Tenant agrees to reimburse Landlord for the reasonable costs thereof.
13. Timber Rights. On or about the commencement of construction of the Project, Tenant shall cause all timber located on the Leased Premises to be cut and removed by a qualified timbering company. Tenant shall reimburse Landlord the then-current "stumpage" value of said cleared timber on a "pass through" basis, or the timbering company shall pay Landlord directly.
14. Successors and Assigns. All the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. Landlord may not assign or transfer its rights and interest in Landlord's Property during the term of this Agreement. Tenant may, after delivery of written notice to Landlord, freely assign its rights hereunder to an affiliated entity without Landlord's consent.
15. Contact with Authorities. It is understood and Landlord specifically agrees that Tenant or his agents may contact local or other governmental authorities, departments, or agencies concerning Landlord's Property, including with respect to zoning matters. Landlord agrees to assist in any capacity as required to facilitate the rezoning of Landlord's Property as required by the Tenant for the development of a solar power facility. Tenant shall be responsible for all cash costs associated with rezoning.
16. Severability. If any term or provision of this Agreement, is found to be invalid or unenforceable, the remaining terms and provisions of this Agreement remain in full force and effect in all other respects.
17. No Merger. The terms and provisions of this Agreement shall not merge or be deemed to merge into the Lease.
18. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A facsimile or photocopy signature on this Agreement or any amendment thereto shall have the same legal effect as an original signature.
19. Non-Disclosure. Until such time as Tenant has made application for zoning approvals as contemplated in Section 15 above, Landlord and Tenant shall not disclose to any person, entity or governmental body (other than confidential advisors, representatives, attorneys or agents) any information related to the potential

lease of the premises by Tenant. Landlord shall refrain from discussing with anyone (except as provided above) negotiations with Tenant, plans, rent or option payments, pricing, terms or conditions associated with this Agreement or the potential Lease. Tenant shall direct any of its confidential attorneys, advisors, agents and/or representatives that Tenant cannot make disclosures so that they must honor and be bound by this non-disclosure/confidentiality requirement.

20. Notices. Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery, by overnight courier service, by United States mail, postage prepaid, certified or registered mail, return receipt requested, by email or by facsimile transmission, and addressed to the parties as follows, or as may be otherwise designated thereby in writing, and shall be deemed given/delivered as follows: (a) if by personal delivery, upon actual receipt; (b) if by overnight courier service, one (1) business day after so sending; (c) if mailed, two (2) business days after mailing as aforesaid; (d) if sent by email or facsimile transmission, effective upon confirmation of transmission, in each case addressed as follows:

If to Tenant: TPE ME WH02, LLC
999 18th St., Suite 3000
Denver, CO 80202
Attn: Adam Beal, EVP of Development
abeal@tpoint-e.com

If to Landlord: Laurence and Kathryn Clark
56 Pine Tree Lane
Denmark, ME 04022
(207)787-2403
lc.redoak@gmail.com

21. Entire Agreement. This Option contains the entire agreement between the parties with respect to the subject matter thereof. This Option may not be amended or modified, nor may any provision be waived, unless in writing signed by the party against whom enforcement is sought.

[The remainder of this page left intentionally blank; signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Option Agreement and made it effective the date and year first above written.

Landlord:

Laurence A. Clark

Laurence A. Clark

Kathryn Clark

Kathryn Ann Clark

Tenant:

TPE ME WH02, LLC

A Delaware limited liability company

By:

Adam M. Beal

Name: Adam Beal

Its: Authorized Agent

EXHIBIT A
Landlord's Property

Landlord's Property is described as the following parcel in Windham, Cumberland County, Maine including any easements, rights-of-way, benefits, privileges, water rights, mineral rights, air rights, tenements, hereditaments, rights and interests appurtenant thereto or otherwise benefitting such property:

Approximately 20 acres located with Assessor Parcel #006060000000, as depicted with shading below



EXHIBIT B

W-9 Form

Form	<h1 style="margin: 0;">W-9</h1>	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
(Rev. November 2017) Department of the Treasury Internal Revenue Service		▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.			
2 Business name/disregarded entity name, if different from above			
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC		
	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
Exempt payee code (if any) _____			Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.			
6 City, state, and ZIP code			Requester's name and address (optional)
7 List account number(s) here (optional)			
Part I Taxpayer Identification Number (TIN)			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.			
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.			
Part II Certification			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and			
3. I am a U.S. citizen or other U.S. person (defined below); and			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.			
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____	
General Instructions			
Section references are to the Internal Revenue Code unless otherwise noted.			
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .			
Purpose of Form			
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.			
• Form 1099-INT (Interest earned or paid)			
• Form 1099-DIV (dividends, including those from stocks or mutual funds)			
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)			
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)			
• Form 1099-S (proceeds from real estate transactions)			
• Form 1099-K (merchant card and third party network transactions)			
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)			
• Form 1099-C (canceled debt)			
• Form 1099-A (acquisition or abandonment of secured property)			
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.			
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.			

EXHIBIT C

Form of Memorandum of Option

(To be completed and executed upon receipt of Title Report)

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

TPE ME WH02, LLC
3720 S. Dahlia St.
Denver, CO 80237
Attn: Adam Beal, Vice President of Development

MEMORANDUM OF OPTION

This MEMORANDUM OF OPTION ("Memorandum") is dated as of _____, 2020, by and between Laurence A. Clark and Kathryn Ann Clark, husband and wife, with an address of 56 Pine Tree Lane, Denmark, Maine ("Landlord" and "Grantor" for indexing purposes) and TPE ME WH02, LLC, a Delaware limited liability company, with an address of 999 18th St., Suite 3000, Denver, CO 80202 ("Tenant" and "Grantee" for indexing purposes). Landlord and Tenant are hereinafter collectively referred to as the "parties".

WITNESSETH

WHEREAS, pursuant to that certain Real Estate Lease Option Agreement (the "Option") dated as of _____, 2020 by and between Landlord and Tenant, Landlord has granted to Tenant an option to lease from Landlord the land more particularly described in Schedule "A" attached hereto and made a part hereof, together with all appurtenances thereto (collectively, the "Property").

WHEREAS, the parties hereto desire to enter into this Memorandum for the purpose of recording a document in the Land Records of [County/Town] that will provide public notice of the existence of the Option and certain of its terms and conditions.

NOW, THEREFORE, in consideration of the Option and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby certify and agree as follows:

1. Grantor: Laurence A. Clark "Landlord" agrees to grant an option to lease to Tenant, and Tenant agrees to accept an option to lease from Landlord, the Property, in accordance with the terms and provisions of the Option.
2. Grantee: TPE ME WH02, LLC, a Delaware limited liability company
3. Description of the Leased Premises: The "Property", as referenced above and as described on Schedule "A" attached hereto.

4. Date of Option: _____, 2020
5. Term. The Term of the Option commenced on _____, 2020 and, unless Tenant has sooner exercised its Option, shall terminate absolutely at 11:59 p.m. on _____, 2021.
6. Extension Options. Tenant has the right to extend the Option term for two (2) extension terms of five (5) years each.
7. Successors and Assigns. The Option provides that the provisions of the Option are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to certain limitations.
8. Counterparts. This Memorandum may be executed in any number of identical counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A facsimile or photocopy signature on this Agreement or any amendment thereto shall have the same legal effect as an original signature.
9. Defined Terms. For purposes of this Memorandum, capitalized terms shall have the meanings ascribed to them in the Option unless otherwise defined herein.

[The remainder of this page left intentionally blank; signatures appear on following page.]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed under seal and delivered as of the date first written above.

LANDLORD:

Laurence A. Clark

Kathryn Ann Clark

Date: _____

TENANT:

TPE ME WH02, LLC
a Delaware limited liability company

By: _____

Name: Adam Beal

Its: Authorized Agent

Date: _____

STATE OF MAINE)
)
COUNTY OF)

On _____, before me, personally appeared the above-named Laurence A. Clark, who acknowledged the forgoing instrument to be his/her free act and deed.

WITNESS my hand and official seal.

Notary Public

Printed Name: _____

My commission expires:

STATE OF MAINE)
)
COUNTY OF)

On _____, before me, personally appeared the above-named Kathryn Ann Clark, who acknowledged the forgoing instrument to be his/her free act and deed.

WITNESS my hand and official seal.

Notary Public

Printed Name: _____

My commission expires:

STATE OF)
)
COUNTY OF)

On _____, before me, _____, personally appeared the above-named Adam Beal, as Authorized Agent of TPE ME WH02, LLC, a Delaware limited liability company, who acknowledged the foregoing instrument to be his/her free act and deed in said capacity, and the free act and deed of said limited liability company.

WITNESS my hand and official seal.

Notary Public

Printed Name: _____

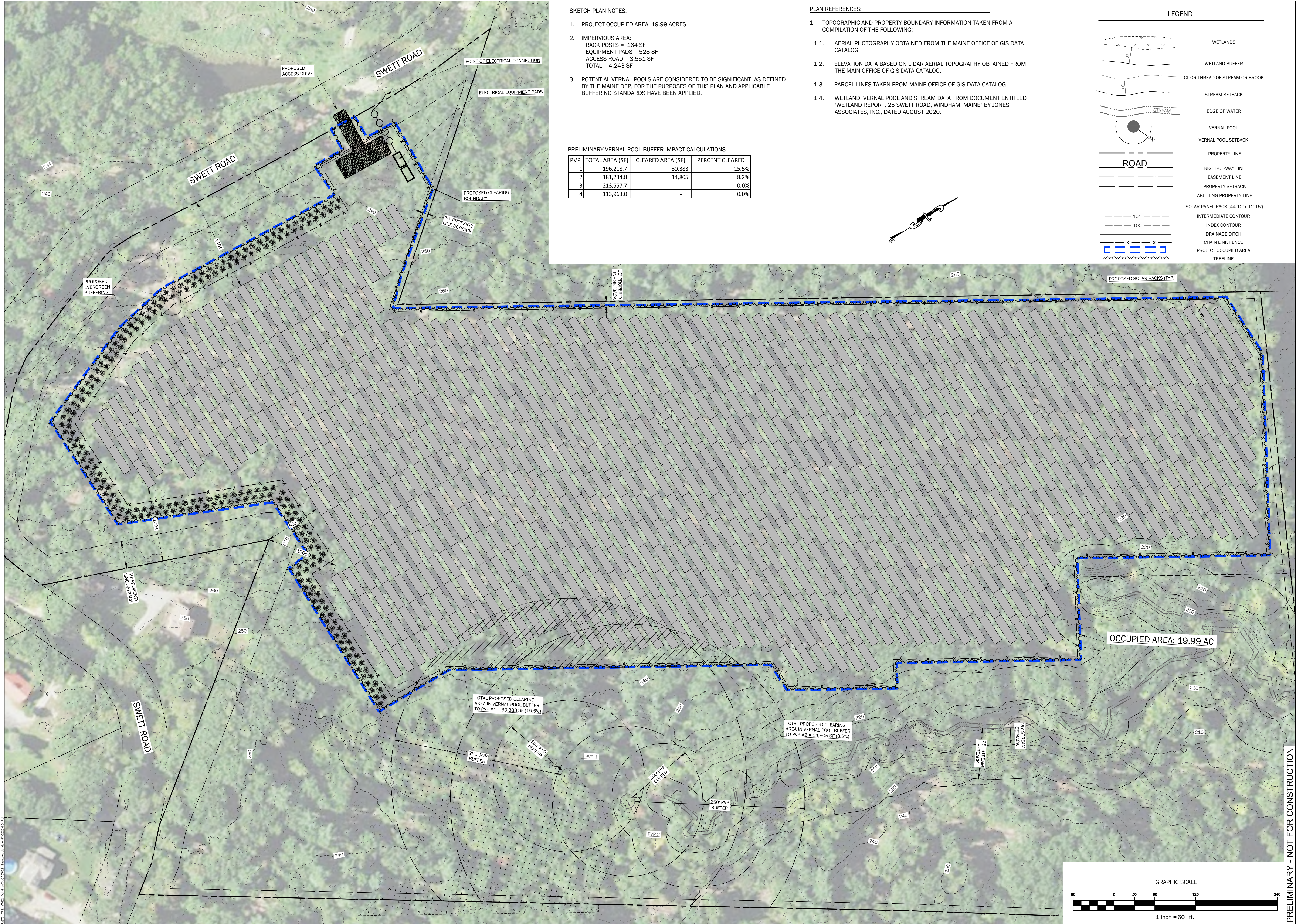
My commission expires:

SCHEDULE "A"

The Property is described as the following parcels in Windham, Cumberland County, Maine including any easements, rights-of-way, benefits, privileges, water rights, mineral rights, air rights, tenements, hereditaments, rights and interests appurtenant thereto or otherwise benefitting such property:

Approximately 20 acres located with Assessor Parcel #006060000000, as depicted with shading below





SKETCH PLAN NOTES:

- PROJECT OCCUPIED AREA: 19.99 ACRES
- IMPERVIOUS AREA:
RACK POSTS = 164 SF
EQUIPMENT PADS = 528 SF
ACCESS ROAD = 3,551 SF
TOTAL = 4,243 SF
- POTENTIAL VERNAL POOLS ARE CONSIDERED TO BE SIGNIFICANT, AS DEFINED BY THE MAINE DEP, FOR THE PURPOSES OF THIS PLAN AND APPLICABLE BUFFERING STANDARDS HAVE BEEN APPLIED.

PRELIMINARY VERNAL POOL BUFFER IMPACT CALCULATIONS

PVP	TOTAL AREA (SF)	CLEARED AREA (SF)	PERCENT CLEARED
1	196,218.7	30,383	15.5%
2	181,234.8	14,805	8.2%
3	213,557.7	-	0.0%
4	113,963.0	-	0.0%

PLAN REFERENCES:

- TOPOGRAPHIC AND PROPERTY BOUNDARY INFORMATION TAKEN FROM A COMPILATION OF THE FOLLOWING:
 - AERIAL PHOTOGRAPHY OBTAINED FROM THE MAINE OFFICE OF GIS DATA CATALOG.
 - ELEVATION DATA BASED ON LIDAR AERIAL TOPOGRAPHY OBTAINED FROM THE MAIN OFFICE OF GIS DATA CATALOG.
 - PARCEL LINES TAKEN FROM MAINE OFFICE OF GIS DATA CATALOG.
 - WETLAND, VERNAL POOL AND STREAM DATA FROM DOCUMENT ENTITLED "WETLAND REPORT, 25 SWETT ROAD, WINDHAM, MAINE" BY JONES ASSOCIATES, INC., DATED AUGUST 2020.

LEGEND

- WETLANDS
- WETLAND BUFFER
- CL OR THREAD OF STREAM OR BROOK
- STREAM SETBACK
- EDGE OF WATER
- VERNAL POOL
- VERNAL POOL SETBACK
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- PROPERTY SETBACK
- ABUTTING PROPERTY LINE
- SOLAR PANEL RACK (44.12' x 12.15')
- INTERMEDIATE CONTOUR
- INDEX CONTOUR
- DRAINAGE DITCH
- CHAIN LINK FENCE
- PROJECT OCCUPIED AREA
- TREELINE

WH02 SOLAR PROJECT

MAP 6, LOT 60
SWETT ROAD
WINDHAM, MAINE 04062
PREPARED FOR:
TPE ME WH02, LLC
737 SOUTH CORONA ST, SUITE 100
DENVER, COLORADO 80209

Rev.	Date	Description	Drawn	Check

Sheet Title:

Sketch Plan

Job No.:	672	Sheet No.:	
Date:	2020-09-04		
Scale:	1" = 60'		
Drawn:	MTL		
Checked:	CHECK		

C2.0