Ward Stream, LLC Agrivoltaics LSGMSPI

To:	Worthington Town Planning Board
From:	WSP USA Inc.
Cc:	Ward Stream, LLC
Ref:	US-EI-3652230437
Date:	2026-10-06
Subject:	Site Plan Review Application for Ward Stream, LLC Agrivoltaics LSGMSPI

Introduction

On behalf of Ward Stream, LLC, (Applicant), WSP USA Inc. is pleased to submit this Site Plan Review Application to the Worthington Town Planning Board for a proposed Large-Scale Ground Mounted Solar Photovoltaic Installation (LSGMSPI) (the Project) located at 105 Old Post Road, Worthington, Massachusetts in Hampshire County (the Site).

Contact Information for Applicant:

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- Telephone: (617) 431-8758
- Point of Contact: Michael Zhe

The required information for Site Plan Review is included in this letter and its appendices including the Site Plan Review Application Form in Appendix A. The Site Plan Review fees will accompany this application from the Applicant under separate cover.

Based on preliminary discussions with Worthington Town Planning Board representatives, it is anticipated that the Project will be allowable in accordance with the Town of Worthington Protective Zoning By-laws (the By-laws).

Existing Use of the Site

The Project Limit of Work covers approximately 33 acres of two parcels (70.51 and 3.06 acres) owned by Thomas L Brisson Jr (the Owner), PIN: 407-0-96.1 and 407-0-96.6. The Applicant will be leasing the Site

from the Owner and intends to own and operate the Project throughout its lifetime. The Lease has also been recorded in the Hampshire County Registry of Deeds in Book 15530, Page 68. The executed Notice of Lease can be found in Appendix B. The Site is located within the Residential Agriculture Zoning District (see Appendix C for the Zoning Map). All adjacent parcels are also zoned for Residential Agriculture. The Project location consists primarily of open agricultural land, predominantly grass-covered fields. The Site contains two conservation areas protected under a 50-year term (expiring April 30, 2062), as recorded in Book 10908 Page 173 with the Department of Agriculture (USDA) – Farm Service Agency. The larger 22.4-acre conservation area is in the northwestern portion of the Site surrounding a pond and Ward's Stream. The second conservation area totals 1.6 acres and is in the southeastern corner of the Site in proximity to a wetland. The Project location is situated outside of the USDA conservation areas. The area to the east of the Project location is bordered by Old Post Road. The Project is neighbored to the north by other residential agricultural plots and thin forest. The surrounding area to the west, and to the south, is densely forested. The area to the east of the Project, directly across Old Post Road, consists of permanently protected conservation land. Most of these lands are owned by the Commonwealth of Massachusetts, while some are owned by towns, nonprofit organizations, or are protected under Agricultural Preservation Restriction (APR) or Conservation Restriction (CR) programs.

Proposed Use of the Site

The Project is considered a Large-Scale Ground Mounted Solar Photovoltaic Installation (LSGMSPI) per the Town of Worthington Protective Zoning By-laws (the By-laws). The Project also includes agricultural improvements as agrivoltaics shall be implemented. Agrivoltaics preserves the Site's primary agricultural use as the land will be hayed and have livestock grazing. Farming agreements with the landowners and/or subcontractors shall keep the land actively producing crops up to the time when the LSGMSPI is decommissioned. Ward Stream, LLC intends to own and operate the LSGMSPI throughout its lifetime. The electrical systems will be remotely monitored offsite 24/7 and O&M will be completed by the Applicant or subcontracted providers.

The Project includes the installation of ground-mounted PV modules and will generate approximately 3 MW alternating current (AC). The solar modules will be raised approximately 10 feet above grade when horizontally positioned to allow continued agriculture use in the field and to meet the requirements of the SMART program regulation System Design Parameters which includes minimum panel height requirements. For tracking ASTGU (Agricultural Solar Tariff Generation Unit) "the minimum height of the panel at its horizontal position shall be 10 feet above ground." As the racking system rotates about the axis east to west of the racking pole aligned north to south, the highest end point of a module is approximately 14 feet. The array will be surrounded by an 8-foot-high fixed knot game fence, to be installed to replace the existing agricultural fence, equipped with a self-locking gate for security and electrical code purposes. The fenced area includes approximately 29 acres. Access to the Site will be provided via an existing dirt/gravel road off Old Post Road. This dirt road shall be improved to a gravel drive and widened as necessary to provide a width of 20 feet. A 'T' turnaround shall be added at the end of the existing driveway to provide direct access to the proposed equipment and parking areas for maintenance vehicles. The IFP Plan Set showing the existing and proposed conditions of the Site is included in Appendix D.

The array will be connected through a series of inverters, switchboards, and transformers mounted on concrete pads located near the middle of the array at the end of the access road. The purpose of the transformers is to step up the voltage to match and allow for interconnection with the existing Eversource Energy utility grid. Medium voltage power from the transformers will run in an underground distribution line along the access road, under the perimeter fence and transition to overhead distribution on a series of proposed utility poles. The new poles are proposed along the southern side of the access road to support the interconnection to existing utility-owned conductors. The proposed overhead point of interconnection (POI) is at an existing pole on the western side of Old Post Road. Details of the interconnection are subject to change as the utility company will not design the interconnection infrastructure until 100% of the project Interconnection Services Agreement has been paid for. The array will also be accompanied by a Battery Energy Storage System (BESS) equipment located on a concrete pad within the gravel equipment area. The BESS will consist of the cabinet body, Lithium Iron Phosphate (LFP) battery system and temperature control system. The BESS to be procured will comply with 527 CMR 12.00 (Electrical Code), 527 CMR 1.00 (Fire Code), NFPA 855, and applicable UL listings. A BESS FAQ is provided in Appendix J and a cut sheet with illustrative Hazard Mitigation Analysis (HMA) and Emergency Response Plan (ERP) drafted for the 190 Ridge Road project in Town are provided in Appendix K for example purposes. BlueWave utilizes the most efficient and current equipment, and as such, final BESS selection is dependent on market conditions and supply constraints at procurement. Final selections are therefore typically finalized during the building permit phase. Site specific HMA and ERP will be completed during the building permit phase.

To treat and infiltrate new runoff from the increase in impervious area, the gravel surrounding the concrete pads of the consolidated equipment area shall be installed as permeable pavement. To achieve a post-development peak runoff rate equal to or below the pre-development conditions, a dry detention basin with flow control outlets shall be installed. The Stormwater Management Report detailing the drainage patterns and calculations in designing these best management practices (BMPs) is included in Appendix R.

Impact Statement

The Applicant is committed to comply with Local, State and Federal regulations through all phases of the Project. The Project will not result in disruptive noise, odor, fumes, or vibration on adjoining properties. The Project is generally compatible with adjacent and other properties in the district. The Project will not impact any municipal or educational services for the community. The effects to traffic by the Project will be minimal. During construction of the Project, the area will experience a slight increase in traffic during typical work hours. Following construction, traffic impact will be limited to the occasional maintenance vehicle for servicing of the array. More information about potential impacts and the methods proposed to mitigate them can be found in the Compliance with By-laws section of this application.

The Town of Worthington has demonstrated a strong commitment to renewable energy through its participation in the Solarize Mass program and designation as a Green Community by the Massachusetts Department of Energy Resources (DOER). These initiatives reflect the Town of Worthington’s dedication to reducing greenhouse gas emissions, lowering energy costs, and supporting Massachusetts clean energy goals. The Project directly aligns with Worthington’s priorities by expanding access to clean energy, further

diversifying the local energy mix, and reinforcing the community's leadership in sustainable energy practices.

Additional Permitting

In addition to the Site Plan Review, additional permits and approvals will be pursued to comply with all relevant laws and appropriate agencies as detailed below.

Wetlands

Field investigation for wetland resource areas was conducted on the Site by Fleetwood Environmental Solutions, LLC in May 2023. The delineation was performed in accordance with the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40) and associated regulations. The investigation identified two wet meadow Bordering Vegetated Wetland (BVW) and three forested BVW within or adjacent to the Project area. The delineated wetlands, river front area, and buffer zones are shown in the IFP Plan Set included in Appendix D. The 2023 wetland delineation by Fleetwood Environmental Solutions, LLC is included in Appendix E.

An additional Site visit was performed by Fleetwood Environmental Solutions in November 2025 to analyze the pasture west of the existing dirt/gravel road. Wetlands were not delineated, but a mean-annual high-water line of Ward's Stream was provided as the starting point of a 200-foot River Front Area buffer. The resulting buffer area is shown on Sheet V-101 of Appendix D. No work is proposed within the 200-foot River Front Area buffer.

The Project has been designed to avoid direct wetland impacts to the maximum extent practicable. An updated survey of the delineated wetland areas was performed on April 06, 2026 upon request of the Worthington Conservation Commission. Based on this delineation, it was found that an approximate length of 118-feet of the proposed fence, to be installed to replace the existing agricultural fence, falls within a delineated wetland. This shall result in less than one square foot of permanent impact, which shall be remedied by replicating wetland area where existing fence posts have been removed and extending the wetland boundary as necessary.

Proposed work within the 100-foot Buffer Zone to bordering vegetated wetlands consists exclusively of normal maintenance or improvement of land in agricultural use as defined by 310 CMR 10.04 (Agriculture), and which shall be undertaken in such a manner as to prevent erosion and siltation of adjacent water bodies and wetlands. Specific work proposed within the buffer zone is limited to the following actions:

- The improvement of existing perimeter fencing (removing existing electrical fence and installing a more physically secure fixed knot game fence) used to keep trespasser's out, keep deer and other large animals out that could trample or eat the hay or bring harm to livestock, and create a robust, tamper and escape resistant enclosure for livestock (310 CMR 10.04 (Agriculture) (b)6. and (c)17.a.). The type of fence proposed is a common design, supplies for which are readily available at many commercial farming supply stores, and is at the minimum height which can effectively keep deer out of the field.

- The management of existing field edges including brush cutting and removing trees within 100 feet from the land in production (310 CMR 10.04 (Agriculture) (b)5.) to maintain existing and historical agricultural field and expand livestock grazing pasture.
- The replacement and improvement of existing access road through resurfacing the compacted dirt to crushed stone (310 CMR 10.04 (Agriculture) b.3.). The access road will now be traversable by emergency vehicles, will be more durable, have improved drainage capability, have reduced risk of erosion and rutting, and be significantly more stable and reliable with an increased longevity as it continues to experience regular passage of heavy farming machinery.

The activities are all classified as normal agricultural maintenance and/or improvements. All work will be performed in accordance with the Massachusetts Wetlands Protection Act and applicable local by-laws. Erosion and sedimentation controls will be installed and implemented to protect adjacent resource areas during construction.

The Applicant filed a Request for Determination of Applicability (RDA) with the Town of Worthington Conservation Commission on January 21, 2026 and the Commission provided a negative determination for the applicability of exemptions. The Applicant subsequently filed a Notice of Intent (NOI) with the Commission and MA Department of Environmental Protection (DEP) on June 11, 2026, which is currently under review.

Worthington Driveway, Building and Electrical Permits

Based on the By-laws, it is assumed that building and electrical permits will be required for the Project. The Applicant will pursue the building and electrical permit approvals prior to construction. Since the Project will utilize an existing access point off Old Post Rd, it is assumed a driveway permit will not be necessary at this time.

Construction General Permit (CGP)

Under the Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES), projects that involve one or more acres of earth-disturbing activities require coverage under a CGP. This permit will include the submittal of a Stormwater Pollution Prevention Plan (SWPPP) detailing BMPs including soil erosion and sedimentation controls, pollution prevention standards, inspection and corrective action requirements, and specifications for temporary and permanent stabilization. The CGP will be acquired prior to construction.

Cultural Resources

The Applicant has engaged with the Massachusetts Historical Commission (MHC) for formal review. The MHC submission and Proof of Delivery have been included in Appendix F. Per MHC guidelines, no further action is required if a response is not provided within 30 days and the project may proceed as planned without further review. The Applicant did not receive a response from MHC.

Rare, Threatened, and Endangered Species

WSP conducted a desktop review of potential rare, threatened, and endangered (RTE) species and priority habitats coinciding with the Project. The Massachusetts Natural Heritage and Endangered Species Program (NHESP) Priority and Estimated Habitat mapping under the Massachusetts Endangered Species Act (MESA) (M.G.L. c. 131A) was reviewed in August 2025. The Site does not fall within Priority Habitat of Rare Species or Estimated Habitat of Rare Wildlife as defined by NHESP. Therefore, a MESA filing is not anticipated. Additionally, the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) database was consulted to identify potential RTE species and habitats. IPaC results indicate the potential presence of two species within the broader region that could be affected by development activities:

- Tricolored Bat (Perimyotis subflavus), listed as threatened under the Endangered Species Act (ESA); and
- Monarch Butterfly (Danaus plexippus), a candidate species for federal protection.

Minimal vegetation and tree clearing is proposed. Majority of vegetation clearing will be brush cutting rather than tree removal, meaning minimal impact to suitable roosting habitat of the tricolored bat. No designated critical habitat for either species occurs on the Project site. Therefore, formal consultation under Section 7 of the ESA is not anticipated. Should the Project scope change to include activities that may affect federally listed species or designated critical habitat, the Applicant will coordinate with the USFWS accordingly. IPaC results are included in Appendix G.

ASTGU Qualification under SMART Program

The Applicant received on February 25, 2026 a Pre-Determination Approval (PDA) for the project as an Agricultural Solar Tariff Generation Unit (ASTGU) under the Solar Massachusetts Renewable Target (SMART) Program from MA Department of Energy Resources (DOER) in consultation with the Massachusetts Department Agricultural Resources (MDAR). The PDA and approval letter are attached in Appendix H.

Compliance with By-laws

This application, the site plans, and supporting documentation were prepared in accordance with the Town of Worthington Protective Zoning By-laws: Section 8.5: Large-Scale Ground Mounted Solar Photovoltaic Installations, Section 2.6.4: Form and Contents of Site Plan Review Application, and Section 2.6.9: Site Plan Review Criteria. Information required in the By-laws is included in the attached site plans, supporting documentation and narrative below (WSP's comments provided in ***bold italics***).

Section 2.6.4 Form and Contents of Site Plan Review Application

A. Every Site Plan Review application shall be on a form approved by the Site Plan Reviewing Authority and shall be accompanied by five sets of site plans, each bearing the project name, location, date, and

plan scale. The Site Plan Reviewing Authority may require that one copy be in an electronic format specified by the Site Plan Reviewing Authority.

The Site Plan Review application form is included in Appendix A. The required copies of the Issued for Permitting (IFP) Plan Set are included with the application.

B. Dimensions and scales shall be adequate to determine that all requirements are met and to make a complete analysis and evaluation of the proposal.

Dimensions and scales are included in the IFP Plan Set attached as Appendix D.

C. The contents of the Site Plan Review application shall include:

All required site features are shown in the IFP Plan Set included in Appendix D.

1. All existing lot lines, easements and rights of way

   See Sheet V-101.

2. Location of all proposed new lot lines

   No new lot lines are proposed.

3. Location and use of all existing and proposed buildings and structures, including approximate height and floor area

   See Sheet V-101.

4. Location and description of any existing and proposed open space or recreation areas

   See Sheet V-101 for existing open space. No open space or recreation areas are proposed.

5. Location of proposed private and public ways on the site

   See Sheet C-101 through C-105.

6. Location and size of proposed parking areas

   See Sheet C-101 through C-105.

7. Location and use of buildings and structures within 300 feet of the site

   See Sheet V-101.

8. Location of wetlands on site and within 300 feet of the site, according to the latest data from the National Wetlands Inventory

   The location of all wetlands on site and within 300 feet of the site are shown on Sheet V-101. The wetland information for areas outside the wetland investigation area was generated from the United States Fish & Wildlife Service National Wetlands Inventory Mapper.

9. Location of proposed water supply well, if any

A water supply well is proposed to provide drinking water for the livestock. Well location is proposed to be near existing livestock infrastructure on the site and location will be finalized during the building permit phase.

10. Location and date of all registered percolation tests

    No percolation tests related to the Project have yet been performed. A phase I geotechnical engineering investigation was conducted on March 26, 2026. A copy of the subsequent geotechnical report is provided in Appendix Q. These geotechnical findings were considered during design of the Project and associated stormwater BMPs.

11. A runoff and drainage plan, showing the proposed snow storage areas, drainage facilities and storm water impacts on site and on adjacent downstream surface water bodies and flood plain

    The Stormwater Management Report, which details the runoff and drainage plan, is included in Appendix R. The proposed snow storage area is called out on Sheet C-103. Seasonal snow removal shall be managed by the landowners or sub-contracted by the Project company to ensure the access maintains good condition and functionality.

12. A plan for control of erosion and sedimentation, including both temporary and permanent measures

    Sedimentation and erosion control measures are explained on Sheet G-001, displayed on Sheet C-101 through C-105, and detailed on Sheets C-501 and C-502 of the IFP Plan Set in Appendix D. Additional erosion and sedimentation control information can be found in the Stormwater Management Report in Appendix R.

13. Existing and proposed changes in topography

    See Sheets V-101, and C-101 through C-105.

14. Location of stone walls

    See Sheet V-101.

15. Size and location of existing and proposed sign(s)

    See Details 2, 3 and 10 on Sheet C-501 for proposed signs and Sheet C-102 for sign location(s).

16. Location of proposed outdoor lighting

    No outdoor lighting is proposed.

17. Method and location of waste disposal

    Solid waste generated during construction shall be stored in designated locations in covered containers such as a roll-off dumpster. Containers will be removed by a licensed vendor, in compliance with the applicable regulations. Minimal waste generation is expected post-construction, and any found shall be removed promptly during routine maintenance visits.

18. Location of fire protection measure

Knox Boxes shall be installed at each gate leading to the array, allowing emergency response teams full access to all electrical components. Future technology procured for BESS will be in compliance with State and Fire Codes, and NFPA 855 and UL certifications. The BESS will be equipped with safety features and will be remotely monitored offsite 24/7.

19. Proposed landscape features, including the location and description of buffers, screening, fencing, and plantings (specifying the size and type of plant materials)

    See Sheet C-101 and C104 for the location of the proposed vegetative screening and Detail 11 on Sheet C-501 for the planting information.

20. Traffic patterns at the site including entrances and egresses, loading and unloading areas, and curb cuts on site and within one hundred feet of the site

    Old Post Road is a two-way street. There is an existing curb cut on site with an existing dirt access road. The existing dirt access road will be widened to 20 feet to accommodate two-way traffic and vehicle turnarounds are proposed to accommodate larger vehicles. Since the Project utilizes an existing road and associated curb cut for access, no curb cuts are proposed. See Sheet V-101 for the location of all curb cuts within one hundred feet of the Site. It is unlikely traffic during or after construction will impact any of these identified curb cuts. Across from the existing entrance off Old Post Road is one curb cut onto a dirt road through a large field. Based on aerial and street imagery, this road does not seem to experience much traffic and is likely used for agricultural purposes. A temporary loading/unloading and laydown area is proposed on site during construction and is shown on Sheet C-103.

21. Information sufficient to assess the traffic safety impacts of the proposed project on the carrying capacity of any adjacent bridge, highway or road, to include the projected number of motor vehicle trips to enter or depart from the site estimated for daily hour and peak hour traffic levels

    During construction, the heaviest truck to enter site are typically wheelbase 67 (WB67) trucks at a typical length of 67 feet and maximum weight of 80,000lbs. These are used to deliver equipment approximately 20-35 times, spaced out over the course of a few weeks, 2-3 times per day. Other deliveries are on smaller, straight trucks (typically 10 to 26 feet long), and are typically between 10,000-15,000lbs. The road design and analysis was performed to also included an aerial fire truck (wheel radius ~38') and pumper fire truck (wheel radius ~42'). The proposed turn radii for the main access road intersection where the turn-around would be performed is 48'. Therefore, a WB67, pumper, and aerial fire truck are all compatible with the proposed permanent access drive.

    Following construction, the anticipated traffic will be one pickup truck per quarter throughout the year for regular maintenance and inspections.

22. Projected need for public utilities and services, including schools, fire protection and security

The Project does not require special public utility or service accommodations. As a code-compliant system, emergencies are unlikely. However, in the event of an emergency, local emergency services are the first responders.

Section 2.6.9 Site Plan Review Criteria

A. The Site Plan Reviewing Authority shall use the following criteria in evaluating site plans applications:

1. Whether the architectural design, scale, layout, and landscaping of the proposed development is in harmony with the historic and rural character of the neighborhood and the Town of Worthington;

   Under G.L. c. 40A, § 3, para. 9 and relevant judicial precedents, the permissible scope of site plan review for solar projects does not extend to project size, scale, or generalized neighborhood character. See, e.g., Kearsarge Walpole.

   Notwithstanding, BlueWave has sited and designed the system to ensure that existing farming uses of the site can continue, and to minimize the visual impacts on abutting properties where possible, consistent with applicable standards and best practices. In further detail: The agrivoltaics system preserves the land's primary agricultural use. The land retains its historic identity as a producing hay field and livestock raising farm. Compared to traditional single use photovoltaic systems, the trackers for an agrivoltaics system are widely spaced in effort to maintain the look and asset of open fields. The 8-foot-high perimeter fence to be installed to replace the existing agricultural fence will be a fixed-knot game fence consistent with the Town of Worthington's rural character. As noted previously, the maximum array panel height will be approximately 14 feet above ground, limiting visual impacts to the surrounding community. Furthermore, the forested areas along the western and southern borders will remain undisturbed and vegetative screening will be planted along the southeastern fence line adjacent to a residential building. The design maintains the 50' zoning offset along the property boundary and Site access will be provided via improvements of the existing dirt driveway, limiting impacts to the surrounding roadways. Only the minimum area required for panels, access, and equipment will be altered. Existing vegetation is maintained wherever feasible, and supplemental landscaping ensures the view from roads and neighbors remains consistent with the current rural character. Once operational, the facility is quiet, unlighted, and generates minimal traffic. Operational impacts are substantially lower than many uses permitted in agriculture districts. Lastly, the landowner has requested that an existing snowmobile path remain unobstructed which is outside the existing fence line, that the project has designed for.

2. Whether the proposed project, to the extent feasible:

   a) Protects Town amenities and abutting properties by minimizing detrimental or offensive actions and site characteristics such as lighting glare and noise;

      The solar panels are manufactured with a specialized anti-reflective coating that prevents lighting glare impacts. The panels will be installed on single-axis trackers which follow the sun's movement across the sky, directing reflections upward (to the sun) rather than

toward adjacent receptors. This mounting system inherently reduces the potential for glare. A glare analysis is provided in Appendix L.

The Project will conform to all local and state noise regulations. Final equipment will be procured prior to acquiring the building permit and at that time, equipment audible documentation can be provided to the Planning Board upon request. The pad-mounted equipment is located as central within the Site as possible to minimize noise impacts. Based on previous project experience, noise from the facility is not anticipated to be audible at the surrounding property lines. Typical transformer and inverter installations produce a "low hum" of approximately 50 decibels, which can be compared to the noise emitted from a ceiling fan at an equivalent distance. Sound studies have been conducted on agrivoltaics sites, though they are specific to their locations and confidential. Results show minimal increases – 40' ft away from the equipment pad resulted in an 8-13 dBA increase in pre-construction sound levels in the evening and 15 dBA during the day. Further away from the equipment pad, at the fence lines, showed changes between 1-3 dBA both day and night.

b) Minimizes adverse environmental impacts on such features as wetlands, floodplains, steep slopes, and aquifer recharge areas;

The Project has been designed to minimize the total increase in impervious area and disturbance to surrounding natural resources to the maximum extent practicable while accomplishing the Project design goals. The proposed design involves minimal permanent impacts to the delineated wetlands (<1 square foot). The Project is currently under review with the Conservation Commission and DEP through typical permitting procedures intended to verify the impacts on wetlands and their buffers shall be minimal. See the Wetlands Section for more information.

No work is proposed within the 200-foot River Front Area buffer. The Project does not include development in any delineated floodplain. A majority of the array and associated construction is proposed on terrain with slopes between 0-15% to minimize stormwater erosion. Earthwork has been minimized to the extent practicable; however, it is required for construction of BMPs, resurfacing the access drive, and flattening the area for the equipment pad. Through installation of the proposed BMPs, properly treated groundwater recharge volume on Site shall meet the Massachusetts Stormwater Management Standards. For more information on potential impacts to the Site's surrounding natural resources, see the Stormwater Management Report in Appendix R.

c) Maximizes open space retention and minimizes fragmentation of contiguous undeveloped land;

The Project is wholly situated within the cleared open space of the existing agricultural fields and maintains site access via the footprint of the existing dirt/gravel road. This avoids disturbance of intact undeveloped land. Furthermore, minimal grading is being proposed such that when the Project is decommissioned in the future, the land can be smoothly restored to the original use.

d) Minimizes obstruction of scenic views from publicly accessible locations;

With an 8-foot-high fixed-knot perimeter fence, array panels maximum height approximately 14 feet above ground, and vegetative screening being proposed, obstruction of scenic views from publicly accessible locations is not anticipated. At the same time, the design prioritizes preserving the existing and historically cultivated field for the landowners.

e) Preserves unique natural or historical features;

Minimal vegetation clearing is proposed in the central portion of the Site, and the Site will be reseeded with grass mixes designated by the Applicant and landowner to maintain vegetative cover and allow for continuation of hay production. The Applicant has engaged with the Massachusetts Historical Commission (MHC) to assess potential impacts to historic or archaeological resources. The MHC submission and Proof of Delivery have been included in Appendix F. Per MHC guidelines, no further action is required if a response is not provided within 30 days and the project may proceed as planned without further review. The Applicant did not receive a response from MHC.

f) Minimizes tree, vegetation and soil removal and grade changes;

Minimal vegetation clearing is proposed central to the Site, and the Site will be reseeded with grass mixes designated by the Applicant and landowner to maintain vegetative cover and allow for continuation of hay production. Proposed grading includes adjustments along the access driveway, the installation of stormwater BMPs, and around the equipment pad. The design aims to balance the volume of cut and fill such that all soil may remain on Site. See Plan Sheet C-101 for more information regarding grade changes.

g) Provides adequate landscaping to screen storage areas, loading docks, dumpsters, rooftop equipment, utility buildings and similar features from view from adjacent residences and public roadways;

The forested areas along the western and southern borders will remain undisturbed. These vegetated areas act as a visual buffer to the adjacent properties. Additionally, a row of vegetative screening is proposed along the southeastern fence line of the array.

h) Provides adequate measures to prevent pollution of surface and groundwater, erosion and sedimentation, and assures no increase in run-off or potential for flooding;

Sediment barriers will be installed around the perimeter of the Site prior to any soil disturbance. The Erosion and Sedimentation Control Plan included on Plan Sheet G-001 in Appendix D and the Long-Term Pollution Prevent Plan included in the Stormwater Management Report in Appendix R will be adhered to for the duration of the Project to ensure proper functioning of the erosion and sedimentation controls.

The Project has been designed in accordance with the Massachusetts Stormwater Management Standards. Flow paths are primarily maintained, the main areas of alteration

corresponding with the equipment pad area and access drive. Hydrologic analysis confirmed the proposed conditions demonstrate a lower peak rate of runoff and adequate rainfall recharge on Site when compared to existing conditions as described in the Stormwater Management Report in Appendix R.

i) Places electric lines, telecommunications lines and other such utilities, to the extent feasible, underground;

All electric lines within the array area will be installed underground. Grid interconnection shall be accomplished through electric lines installed overhead from an existing utility pole along Old Post Road extending less than 500 feet via a series of seven proposed utility poles and four turning poles. The electric lines will then transition to underground wires to the equipment pads. The utility must accept the design and will not finalize design until the Interconnection Services Agreement is executed and 100% funded.

j) Provides for the convenience and safety of vehicular and pedestrian movement both within the site and in relation to adjoining ways and properties; and

Improvements of the existing dirt/gravel road to a gravel surface will increase convenience and safety for Site access. The access point to Old Post Road will remain in the current location, reducing impacts to adjoining ways and properties.

k) Provides access to adjoining properties where needed.

Access to adjoining properties is not needed for the Project and therefore, not proposed.

Section 8.5 Large-Scale Ground Mounted Solar Photovoltaic Installations (LSGMSPI)

8.5.1 Purposes

A. The purposes of this section are to:

1. Promote the creation of large-scale ground-mounted solar photovoltaic installations with a minimum nameplate capacity of 250kW DC (hereinafter abbreviated as LSGMSPI)
2. Provide standards for the placement, design, construction, operation, monitoring, modification and removal of such installations
3. Address public safety, minimize impacts on scenic, natural and historic resources, and provide adequate financial assurance for the eventual decommissioning of such installations.
4. The provisions set forth in this section shall apply to the construction, operation, and/or repair of LSGMSPI.

The Applicant acknowledges the purpose of this section. The Project is defined as an LSGMSPI. Therefore, the Applicant understands that the Project is subject to the regulations provided in this section.

8.5.2 Applicability

A. This section applies to LSGMSPI proposed to be constructed after the effective date of this section. This section also pertains to physical modifications that materially alter the type, configuration, or size of these installations or related equipment.

B. LSGMSPIs will be permitted in Worthington, subject to the terms of this Section and subject to Site Plan Review, per Section 2.6 of this By-law.

The Applicant acknowledges the applicability of Section 2.6 in determining the permit requirements for the Project. See responses to Section 2.6.4: Form and Contents of Site Plan Review Application and Section 2.6.9: Site Plan Review Criteria of the By-laws in the above sections.

8.5.3 General Requirements for all LSGMSPI

A. The following requirements are common to all LSGMSPI to be sited in Designated Locations:

1. Compliance with Laws and Regulations

    a) The construction and operation of all LSGMSPI shall be consistent with all applicable local, state and federal requirements, including but not limited to all applicable safety, construction, electrical, and communications requirements. All buildings and fixtures forming part of a LSGMSPI shall be constructed in accordance with the State Building Code.

    The Project will comply with all applicable local, state, and federal requirements. Further, an Engineering, Procurement and Construction (EPC) contractor with experience constructing on agricultural property and agrivoltaics projects shall be solicited for the Project in a future EPC bid.

2. Building Permit and Building Inspection

    a) No LSGMSPI shall be constructed, installed, or modified as provided in this section without first obtaining a building permit.

    Acknowledged. The building permit will be applied for and obtained prior to construction.

3. Fees

    a) The application for a Site Plan Review for a LSGMSPI must be accompanied by the fee as determined by the Planning Board.

    The Site Plan Review application fee will be provided by the Applicant under separate cover.

4. Site Plan Review

    a) LSGMSPIs shall undergo Site Plan Review (see Section 2.6) by the Planning Board prior to construction, installation or modification as provided in this section.

    Acknowledged.

5. General

    a) All plans and maps shall be prepared, stamped and signed by a Professional Engineer licensed to practice in Massachusetts.

    The stamped IFP Plan Set is included as Appendix D.

6. Required Documents

    a) Pursuant to the site plan review process, the project proponent shall provide the following documents:

        1) A site plan showing:

            a. Property lines and physical features, including roads, lot areas, setbacks, open space, parking, and structure coverage for the project site;

            Property lines and physical features are shown on Sheet V-101 of the IFP Plan Set (Appendix D).

            b. Proposed changes to the landscape of the site, grading, drainage, vegetation clearing and planting, exterior lighting, screening vegetation or structures;

            Proposed changes to the landscape of the Site are shown on Sheets C-101 through C-105 of the IFP Plan Set (Appendix D).

            c. Blueprints or drawings of the LSGMSPI and appurtenant structures signed by a Professional Engineer licensed to practice in the Commonwealth of Massachusetts showing the proposed layout of the system, lighting, signage, utility connections, transformers, and any potential shading from nearby structures or natural features or vegetation;

            The LSGMSPI and appurtenant structures are shown on Sheets C-102 through C-105 of the IFP Plan Set (Appendix D). A shading analysis of the Site is shown on Sheet C-106 of the IFP Plan Set.

            d. One or three line electrical diagram detailing the solar photovoltaic installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and overcurrent devices;

            A one-line electrical diagram prepared by BlueWave Capital, LLC is included as Appendix I.

            e. Documentation of the major system components to be used, including the photovoltaic panels, mounting system, and inverter;

            Specification sheets for the major system component information is included as Appendix K. Equipment selection is subject to change based on market conditions and supply constraints at the time of procurement. Equipment selection shall be

finalized prior to filing for a building permit. Once finalized, product documentation shall be provided to the Planning Board upon request.

f. Name, address, license verification, and contact information for proposed system installer;

The system installer has not yet been established. All requested information about the system installer will be provided when the Applicant pursues the building permit.

g. Name, address, phone number and signature of the project proponent, as well as all co-proponents or property owners, if any;

Project proponent and property owner information and signatures are provided on the Site Plan Review Application Form included as Appendix A.

h. The name, contact information and signature of any agents representing the project proponent;

Agent information and signature are provided on the Site Plan Review Application Form included as Appendix A.

i. The delineation of any wetlands on or near the specific portion of the parcel proposed for the LSGMSPI.

The wetland delineations shown in relation to the LSGMSPI are included on Sheet V-101 of the IFP Plan Set in Appendix D. The 2023 wetland delineation by Fleetwood Environmental Solutions, LLC is included in Appendix E.

2) Documentation of actual or prospective access and control of the project site; see also Section 8.5.3.A.6.a.11 of this By-law;

The executed Notice of Lease and Easements is included as Appendix B.

3) An operation and maintenance plan; see also Section 8.5.3.A.6.a.10 of this By-law;

The system and BESS operation and maintenance plan is included as Appendix M. The stormwater management operation and maintenance plan is included in Appendix R. The driveway maintenance will be managed by the landowners or sub-contracted by BlueWave to ensure timely seasonal snow removal, and to ensure emergency response vehicle access. Vegetative growth around foundations will be maintained with a string trimmer (weed whacker).

4) Zoning district designation for the parcel(s) of land comprising the project site (submission of a copy of a zoning map with the parcel(s) identified is suitable for this purpose);

The Site is located within the Residential Agriculture Zoning District. The approximate boundary of the Site is shown on Worthington's zoning map included as Appendix C.

5) Natural Resources Conservation Service soil survey classification map(s) for the proposed site

The Natural Resources Conservation Service soil survey classification maps are contained within the Stormwater Management Report included as Appendix R.

6) Proof of liability insurance; and

Proof of liability insurance is included as Appendix N.

7) Description of financial surety that satisfies Section 8.5.6.F of this By-law.

Financial surety description is included in Appendix O.

8) The Planning Board may waive documentary requirements as it deems appropriate.

Acknowledged.

9) Site Control

a. The project proponent shall submit documentation of actual or prospective access and control of the project site sufficient to allow for construction and operation of the proposed LSGMSPI.

The executed Notice of Lease and Easements is included as Appendix B.

10) Operation and Maintenance Plan

a. The project proponent shall submit a plan for the operation and maintenance of the LSGMSPI, which shall include measures for maintaining safe access to the installation, storm water controls, as well as general procedures for operational maintenance of the installation.

The solar system and BESS operation and maintenance plan is included in Appendix M. The stormwater management operation and maintenance plan is included in Appendix R. The driveway maintenance will be managed by the landowners or sub-contracted by BlueWave to ensure timely seasonal snow removal, and to ensure emergency response vehicle access. Vegetative growth around foundations will be maintained with a string trimmer (weed whacker)

11) Utility Notification

a. No LSGMSPI shall be constructed until evidence has been given to the Planning Board that the utility company that operates the electrical grid where the installation is to be located has been informed of the solar photovoltaic installation owner or operator's intent to install an interconnected customer-owned generator.

The Applicant's Interconnection Service Agreement with Eversource is included as Appendix P.

8.5.4 Dimension and Density Requirements

A. Setbacks

1. For LSGMSPIs, front, side and rear setbacks shall be as follows:

   a) Front yard: The front yard depth shall be at least 50 feet.

      The array panels have a minimum 50-foot front setback.

   b) Side yard: Each side yard shall have a depth at least 50 feet.

      The array panels have a minimum 50-foot side setback.

   c) Rear yard: The rear yard depth shall be at least 50 feet.

      The array panels have a rear setback greater than 50 feet.

   d) Access roads or driveways shall be set back at least 25 feet from side and rear lot lines.

      The access roads have a side and rear setback greater than 25 feet.

B. Appurtenant Structures

1. All appurtenant structures to LSGMSPIs shall be subject to the Worthington Zoning By-laws. Whenever reasonable, structures should be shielded from view by vegetation and/or joined or clustered to avoid adverse visual impacts. Vegetation shall be of varieties native to New England. Said vegetative screening shall reach a mature form to effectively screen the installation within five years of installation. Planting of the vegetative screening shall be completed prior to final approval of the photovoltaic installation by the Building Inspector.

   Acknowledged. The forested areas along the western and southern borders will remain undisturbed. Additionally, a row of vegetative screening is proposed along the southeastern fence line of the array.

8.5.5 Design Standards

A. Lighting

1. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes, and shall be shielded from abutting properties. Lighting of the solar photovoltaic installation shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.

   Lighting is not being proposed as part of the Project.

B. Signage

1. Signs on LSGMSPIs shall comply with the Worthington sign by-law (Section 4.3.B.D). A sign consistent with the Worthington sign by-law shall be required to identify the owner and provide a 24-hour emergency contact phone number.

Entrance signs in compliance with the Worthington sign by-law will be installed at each gate providing access to the array. A typical entrance sign is shown on Sheet C-501 in Appendix D. An additional warning sign, also shown on Sheet C-501, shall be placed at the gate as well as anywhere along the perimeter fencing deemed necessary or favorable for public safety.

2. LSGMSPIs shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the solar photovoltaic installation.

   Acknowledged.

8.5.6 Safety and Environmental Standards

A. Emergency Services

1. The LSGMSPI owner or operator shall provide a copy of the project summary, electrical schematic, and site plan to the Town Fire Chief. Upon request the owner or operator shall cooperate with local emergency services in developing an emergency response plan. All means of shutting down the solar photovoltaic installation shall be clearly marked and approved by the Town fire chief. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.

   A project summary, electrical schematic, and site plan were provided to the Town Fire Chief concurrently. The Applicant will cooperate with local emergency services in developing an Emergency Response Plan (ERP) for the site during the building permit phase. An effective Emergency Response Plans must be tailored to project-specific site and equipment specifications, which can be finalized only after preliminary permitting is complete. Please see Appendix J for an illustrative ERP.

   The accompanied BESS to the array, is sealed and fabricated in a container before delivery. Any materials considered hazardous are enclosed in a secure storage container of an impervious material. The container is installed on an impervious concrete pad which is surrounded by gravel. O&M procedures are in place to maintain proper working order, 24/7 monitoring, and suppression systems. In the unlikely event of a fire, recommended tactics are to allow a BESS fire to self-consume and to not apply water, which would eliminate the need for any possible runoff containment in the unlikely event that the runoff would contain any contaminants. Exposure cooling efforts on non-affected equipment would be similar to rain filtering over the unaffected equipment, and there is no real possibility of contamination occurring from this effort.

2. The LSGMSPI owner or operator shall provide a copy of the project summary, electrical schematic, and site plan to the Town Fire Chief. Upon request the owner or operator shall cooperate with local emergency services in developing an emergency response plan. All means of shutting down the solar photovoltaic installation shall be clearly marked and approved by the Town fire chief. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.

   Duplicate standard of 8.5.6.A.1 above. See comment above.

B. Land Clearing, Soil Erosion, Drainage and Habitat Impacts

1. Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the LSGMSPI or otherwise prescribed by applicable laws, regulations and bylaws. LSGMSPIs shall be installed on water permeable surfaces as approved by the Planning Board during site plan review

   Minimal vegetation clearing is being proposed interior to the Site to maximize active farm land, provide maneuverability for farming equipment, and allow installation of stormwater BMPs capable of capturing and treating runoff from the concrete equipment pads. One location of vegetation clearing occurs between the two existing separately fenced farm fields. By placing one equipment pad and an associated BMP here, the existing and historical agricultural field is maintained. The other vegetation clearing shall occur along the western edge of the existing dirt/gravel road. This brush is part of a fenced livestock grazing area. Cutting the vegetation in this area provides pasture and eases the farmer's ability to maneuver around proposed trackers. In addition, it provides an effective location to capture and treat runoff from the gravel access road. Disturbance of the existing hay fields is expected to occur during solar array installation. The array area will be reseeded in accordance with the landowner's hay production practices to maintain vegetative cover in the proposed condition.

C. Landscape Maintenance

1. When possible, a diversity of plant species shall be used, with a preference for species native to New England. Use of plants identified by the most recent copy of the "Massachusetts Prohibited Plant List" maintained by the Massachusetts Department of Agricultural Resources, is prohibited. Herbicides shall only be applied by properly licensed personnel, as enforced by the Massachusetts Department of Agricultural Resources.

   The Applicant and landowner will use plant species typical for hay production in New England and avoid species on the "Massachusetts Prohibited Plant List." Herbicides will not be applied during construction and if used post-construction, application shall be performed in accordance with product labels and applicable guidelines.

D. Sound Levels

1. The sound levels under normal operating conditions, measured at the boundary of the lot on which the installation is sited, shall not be more than 10 decibels greater than would otherwise exist in the absence of such a facility.

   The Project will conform to all local and state noise regulations. Final equipment will be procured prior to acquiring the building permit and at that time, equipment audible documentation can be provided to the Planning Board upon request. The pad-mounted equipment is located as central within the Site as possible to minimize noise impacts. Based on previous project experience, noise from the facility is not anticipated to be audible at the surrounding property lines. Typical transformer and inverter installations produce a "low

hum" of approximately 50 decibels, which can be compared to the noise emitted from a ceiling fan at an equivalent distance. Sound studies have been conducted on agrivoltaics sites, though they are specific to their locations and confidential. Results show minimal increases – 40' ft away from the equipment pad resulted in an 8-13 dBA increase in pre-construction sound levels in the evening and 15 dBA during the day. Further away from the equipment pad, at the fence lines, showed changes between 1-3 dBA both day and night.

E. Monitoring and Maintenance

1. Solar Photovoltaic Installation Conditions

a) The LSGMSPI owner or operator shall maintain the facility in good condition. Maintenance shall include, but not be limited to, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to the Town Fire Chief and Police Chief. The owner or operator shall be responsible for the cost of maintaining the LSGMSPI and any access road(s), unless accepted as a public way.

The Applicant will adhere to the operation and maintenance plan included as Appendix M to ensure the facility is in good condition. The Site will be wholly surrounded by perimeter fencing and locked gates for security.

2. Modifications

a) Any modifications to a LSGMSPI made after issuance of the required building permit shall require approval by the Planning Board.

Any proposed modifications will be documented with updated site plans and relevant supporting documentation and submitted to the Planning Board for approval.

3. Abandonment or Decommissioning

a) Abandonment

1) Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, the LSGMSPI shall be considered abandoned when it fails to operate for more than one year without the written consent of the Planning Board. If the owner or operator of the LSGMSPI fails to remove the installation in accordance with the requirements of this section within 150 days of abandonment or the proposed date of decommissioning, the Town retains the right, after the receipt of an appropriate court order, to enter and remove an abandoned, hazardous or decommissioned LSGMSPI. As a condition of site plan approval, a property owner shall agree to allow the Town entry to remove an abandoned or decommissioned installation. The cost for the removal will be charged to the property owner in accordance with the provisions of M.G.L. 139, Section 3A as a tax lien on the property.

Acknowledged. The Applicant and/or landowner will provide the Planning Board with written notice prior to anticipated decommission.

b) Removal Requirements

1) Any LSGMSPI which has reached the end of its useful life or has been discontinued or has been abandoned consistent with Section 8.5.6(E)(3)(a)(1) of this bylaw shall be removed. The owner or operator shall physically remove the installation no more than 150 days after the date of discontinued operations. The owner or operator shall notify the Planning Board by certified mail of the proposed date of discontinued operations and plans for removal. Decommissioning shall consist of:

   a. Physical removal of LSGMSPI structures, equipment, security barriers and transmission lines from the site

   b. Physical removal of LSGMSPI structures, equipment, security barriers and transmission lines from the site

   c. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations

   d. Stabilization or re-vegetation of the site as necessary to minimize erosion. The Planning Board may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation

   The Applicant Acknowledges the decommissioning requirements outlined above. Decommissioning will return the land to its pre-Project condition. A detailed decommissioning cost estimate, prepared to account for all required decommissioning activities, is included in Appendix O.

F. Financial Surety

1. Proponents of LSGMSPI projects shall provide a form of surety, either through escrow account, bond or otherwise, to cover the cost of removal in the event the Town must remove the installation and remediate the landscape, in an amount and form determined to be reasonable by the Planning Board, but in no event to exceed more than 125 percent of the cost of removal and compliance with the additional requirements set forth herein, as determined by the project proponent. Such surety will not be required for municipally- or state-owned facilities. The project proponent shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer, during site plan review stage of application. The amount shall include a mechanism for calculating increased removal costs due to inflation.

   The Decommissioning Cost Estimate and Financial Security Documentation, prepared by a qualified engineer is included in Appendix O.

G. Independent Engineer

1. The Planning Board may engage, at the applicant's expense, professional and technical consultants, including legal counsel, to assist the Planning Board with its review of the application in accordance with the requirements of Section 53G of Chapter 44 of the Massachusetts General Laws. The Planning Board may direct the applicant to deposit funds with the Planning Board at the time the application is accepted, and to add additional funds as needed upon notice. Failure to comply with

this section shall be grounds for denying the application. Upon approval of the application, any excess amount in the account attributable to that project, including any accrued interest, shall be repaid to the applicant.

Acknowledged. The Applicant will provide the requested funds for third-party engineering services upon notice from the Planning Board.



Appendix A Site Plan Approval Application Form

Town Clerk Timestamp / Date and Time Received:

Do not write in this area – official use only

Worthington PLANNING BOARD
SITE PLAN APPROVAL APPLICATION

1. Applicant Information Date: October 6, 2026

Name: Ward Stream, LLC

Address: 116 Huntington Avenue, Suite 601, Boston, MA 02116

Phone: (617) 431-8758 Email: mzhe@bluewave.energy

Applicant is: ☐ Owner ☐ Owner's agent ☑ Tenant ☐ Prospective owner/tenant
☐ Other _____

2. Property Owner Information (if different from applicant)

Name: Thomas L. Brisson Jr.

Address: 105 Old Post Road, Worthington, MA 01098

Phone: _____ Email: _____

3. Property Information

Address: 105 Old Post Road, Worthington, MA 01098

Assessor Map & Lot: 407 - 96.1 Zoning District: Res-Ag Lot Size: 70.51

4. Explanation of Application (attached additional materials if necessary):

This application pertains to a proposed Large-Scale Ground Mounted Solar PV Installation covering approximately 33 acres of the Property. The Project is an agrivoltaics system, allowing dual use of the land for solar energy and agricultural production. More details are provided in the additional materials. The array will generate approximately 3 MW AC and be surrounded by a fixed knot game fence. The existing driveway off Old Post Road will be modified to accommodate the array facility needs. Electrical equipment pads will be installed on-site and will connect to the existing electrical utility grid.

4. All Applicants: *I hereby request a meeting before the Planning Board and attest that all information provided as part of this application and presented at the meeting is accurate and true to the best of my knowledge. I understand that knowingly providing false information could result in the revocation of the permit.*

Signature of Applicant: Michael Zimmer Michael Zimmer (Sep 8, 2026 17:16:04 EDT) **Date:** Sep 8, 2026

If the Applicant is not the Property Owner of Record, then the signature of the Owner is required below:

Signature of Owner: Thomas Brisson Jr (Sep 9, 2026 13:24:06 EDT) **Date:** Sep 9, 2026

Note: *If the Applicant is unable to attend the hearing to explain the application to the board, or is authorizing a representative (legal or otherwise) to speak on their behalf, the* ***Authorization to Represent Applicant*** *form must be completed and presented to the Board prior to the start of the hearing and will become part of the public record.*

AUTHORIZATION TO REPRESENT APPLICANT

If you are unable to attend the hearing to explain your application to the board, or are authorizing a representative (legal or otherwise) to speak on your behalf, the following statement regarding representation must be given to the Board prior to the start of the hearing and will become a part of the official record:

Date: Sep 8, 2026

I/we, Ward Stream, LLC, authorize WSP USA Inc. to represent my/our interests in the application being heard by the Planning Board for the property located at 105 Old Post Road, Worthington, MA.

I/we hereby acknowledge that a decision rendered by the Planning Board based on information given by my/our representative will be considered final, unless appealed in Superior Court in accordance with MGL Chapter 40A, Section 17.

Ward Stream, LLC c/o Michael Zimmer

Printed name(s) of Applicant(s)

Michael Zimmer

Signature(s) of Applicant(s) — *Date*

Michael Zimmer
Michael Zimmer (Sep 8, 2026 17:16:04 EDT)

Sep 8, 2026

Representative name: WSP USA Inc. c/o Olivia Crosby

Address: 100 Apollo Drive, Suite 302, Chelmsford, MA 01824

Phone: (978) 761-7934 Email: olivia.crosby@wsp.com

As designated representative, I acknowledge that the decision (and any conditions) made by the Planning Board based upon my presentation is binding upon the applicant.

Olivia Crosby
Olivia Crosby (Sep 9, 2026 12:48:19 EDT)

Sep 9, 2026

Signature of Representative — *Date*

Worthington Planning Board SPA Application Form

Final Audit Report 2026-09-09

Created:	2026-09-08
By:	Michael Zhe (mzhe@bluewavesolar.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYVslyLkfUOKF1SesqF-bnnzgJcCQ7xGc

"Worthington Planning Board SPA Application Form" History

Document created by Michael Zhe (mzhe@bluewavesolar.com)
2026-09-08 - 6:13:33 PM GMT

Document emailed to mzimmer@bluewave.energy for signature
2026-09-08 - 6:16:53 PM GMT

Email viewed by mzimmer@bluewave.energy
2026-09-08 - 9:15:33 PM GMT

Signer mzimmer@bluewave.energy entered name at signing as Michael Zimmer
2026-09-08 - 9:16:02 PM GMT

Document e-signed by Michael Zimmer (mzimmer@bluewave.energy)
Signature Date: 2026-09-08 - 9:16:04 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Document emailed to olivia.crosby@wsp.com for signature
2026-09-08 - 9:16:09 PM GMT

Email viewed by olivia.crosby@wsp.com
2026-09-08 - 9:16:31 PM GMT

Signer olivia.crosby@wsp.com entered name at signing as Olivia Crosby
2026-09-09 - 4:48:17 PM GMT

Document e-signed by Olivia Crosby (olivia.crosby@wsp.com)
Signature Date: 2026-09-09 - 4:48:19 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Document emailed to machine.parts@hotmail.com for signature
2026-09-09 - 4:48:23 PM GMT

Email viewed by machine.parts@hotmail.com

2026-09-09 - 5:20:44 PM GMT

Signer machine.parts@hotmail.com entered name at signing as Thomas Brisson Jr

2026-09-09 - 5:24:04 PM GMT

Document e-signed by Thomas Brisson Jr (machine.parts@hotmail.com)

Signature Date: 2026-09-09 - 5:24:06 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.

2026-09-09 - 5:24:06 PM GMT

Adobe Acrobat Sign

Appendix B Notice of Lease and Easements

Hampshire County Registry of Deeds

Electronically Recorded Document

This is the first page of the document—Do not remove

Document Number	: 15312
Document Type	: NOT
Recorded Date	: September 16, 2025
Recorded Time	: 09:42:03 AM
Recorded Book and Page	: 15530 / 68
Number of Pages(including cover sheet)	: 11
Receipt Number	: 445526
Recording Fee	: $105.00

Hampshire County Registry of Deeds
Mary Olberding, Register
60 Railroad Avenue
Northampton, MA 01060
413-584-3637
www.Masslandrecords.com

After recording return to:
BlueWave
116 Huntington Avenue, Suite 601
Boston, MA 02116
Attn: Legal Department

Property Address: 105 Old Post Road, Worthington, MA

NOTICE OF LEASE AND EASEMENTS

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, as amended, notice is hereby given of the following described lease and easements:

Parties to the Land Lease and Easement Agreement (the "Lease"):

Landlord: Thomas L. Brisson, Jr.
105 Old Post Road
Worthington, MA 01098

Tenant: Ward Stream, LLC
c/o BlueWave
116 Huntington Avenue, Suite 601
Boston, MA 02116
(and its successors and/or assigns)

Property Description: The real property located at 105 Old Post Road, Worthington, MA 01098 and identified as Tax Parcels 407 0 96.1 and 407 0 96.6 by the assessors' records of the locality in which such property is located, described on the attached Exhibit A-1 (the "Property"). For Landlord's title see deed recorded with the Hampshire County Registry of Deeds in Book 10675 at Page 239.

Description of Leased Premises: A portion of the Property as described on the attached Exhibit A-2 where a solar photovoltaic electric generating facility, converting solar radiation emitted from the sun into electrical energy, and collecting, storing, and transmitting the electrical energy so converted will be installed and accessed for the Term of the Lease (the "Leased Premises").

Date of Execution of the Lease: September 11, 2025 (the "Effective Date").

Term of Lease:

The Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the Operations Period Commencement Date occurs, as defined in the Lease.

Decommissioning Period:

The Lease also contains the Decommissioning Period, which shall commence upon expiration of the Term and shall continue for a period of 180 days, provided that if such 180 day term begins or ends within the months of December, January, February, March, or April, the Decommissioning Period shall be extended to the next occurring July 31.

Easements.

(a) Under the Lease, Landlord granted the easements (the "Easements") to Tenant described in Exhibit B across and burdening the Property.

(b) Landlord's grant of Easements in the Lease shall commence on the Effective Date and end upon termination of the Term.

Ownership of the Facility.

Landlord shall have no right, title or interest in the Facility (as defined in the Lease) or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of August 22, 2025.

LANDLORD:

Thomas L. Brisson, Jr., an individual

~~STATE~~/COMMONWEALTH OF MA
Hampshire County, ss.

On this 22nd day of August, 2025, before me, the undersigned Notary Public, personally appeared the above-named Thomas L. Brisson, Jr. proved to me by satisfactory evidence of identification, being (check whichever applies): ☑ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose as his free act and deed.

Notary Public
My Commission Expires:

JOSEPH E. SZAWLOWSKI
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES ON 07-31-2026

TENANT:
WARD STREAM, LLC

By: _____
Printed Name: James Haley
Title: ~~CFO~~ Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 11 day of September, 2025, before me, the undersigned Notary Public, personally appeared the above-named James Haley, Authorized Signatory of Ward Stream, LLC proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose as Authorized Signatory on behalf of Ward Stream, LLC as its free act and deed.

_____
Notary Public
My Commission Expires:
Nov 6, 2031

BRIANNA D. FORTMULLER
My Commission Expires
11/06/2031
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

Property located at 105 Old Post Road, Worthington, MA 01098 and identified as Tax Parcels 407 0 96.1 and 407 0 96.6.

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON LYING ON THE SOUTHERLY SIDELINE OF OLD POST ROAD, SITUATED IN THE TOWN OF WORTHINGTON, HAMPSHIRE COUNTY, MASSACHUSETTS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND IN THE SOUTHERLY LINE OF OLD POST ROAD AT THE MOST EASTERLY INTERSECTION OF LAND OF THOMAS L. BRISSON JR. AS DESCRIBED IN BOOK 10687 PAGE 239 AND LAND OF WALTER O. FRITTZ III AND REBECCA L. PICARD AS DESCRIBED IN BOOK 8599 PAGE 135, AND RUNNING:

THENCE, ALONG OLD POST ROAD, SOUTH 47°02'08" EAST, 402.91 FEET TO A POINT;

THENCE, LEAVING OLD POST ROAD AND ALONG OTHER LANDS OF THOMAS L. BRISSON JR., SOUTH 41°57'52" WEST, 330.00 FEET TO A POINT;

THENCE, SOUTH 47°01'21" EAST, 406.40 FEET TO A POINT;

THENCE, ALONG LAND OF JOHN S. & JUDITH A. TOBIN, SOUTH 49°15'33" EAST, 806.40 FEET TO A POINT;

THENCE SOUTH 49°15'33" EAST, 400.00 FEET TO A POINT;

THENCE, ALONG LAND OF GERAL R. & NANCY K. BLONDIN, SOUTH 40°44'27" WEST, 45.00 FEET TO A POINT;

THENCE SOUTH 49°15'33" EAST, 199.69 FEET TO A POINT;

THENCE, ALONG LAND OF SUSAN RUTH ASHER AND EVAN T. JOHNSON & KATHRYN A. EWALD, SOUTH 83°37'23" WEST, 1,347.22 FEET TO A POINT;

THENCE, ALONG OTHER LANDS OF THOMAS L. BRISSON, JR., NORTH 22°44'46" WEST, 163.11 FEET TO A POINT;

THENCE NORTH 7°57'55" WEST, 99.37 FEET TO A POINT;

THENCE NORTH 20°23'55" WEST, 312.77 FEET TO A POINT;

THENCE NORTH 6°56'21" EAST, 234.35 FEET TO A POINT;

THENCE NORTH 14°00'22" WEST, 193.10 FEET TO A POINT;

THENCE SOUTH 81°45'54" WEST, 257.43 FEET TO A POINT;

THENCE SOUTH 81°52'00" WEST, 265.12 FEET TO A POINT;

THENCE SOUTH 82°35'57" WEST, 546.57 FEET TO A POINT;

THENCE, ALONG LAND OF THE TOWN OF WORTHINGTON, NORTH 23°40'14" WEST, 1,008.61 FEET TO A POINT;

THENCE, ALONG OTHER LANDS OF THE TOWN OF WORTHINGTON AND LAND OF TIMOTHY H. DURGIN AND KATHY M. BELICEK NORTH 36°48'31" EAST, 1,048.65 FEET TO A POINT;

THENCE, ALONG LAND OF GABRIEL K. SHIPPEE, SOUTH 45°26'41" EAST, 119.14 FEET TO A POINT;

THENCE NORTH 44°33'19" EAST, 50.00 FEET TO A POINT;

THENCE, ALONG LAND OF KEITH DESJARDINS AND KENNETH A. & THERESA PEASE, SOUTH 45°26'41" EAST, 260.00 FEET TO A POINT;

THENCE, ALONG LAND OF JOSHUA DRAWE, SOUTH 47°02'13" EAST, 300.04 FEET TO A POINT;

THENCE, ALONG LAND OF ROBERT P. & PATRICIA A. GILBERT, SOUTH 46°52'13" EAST, 206.88 FEET TO A POINT;

THENCE, ALONG SAID LAND OF FRITZ & PICARD, SOUTH 57°08'49" WEST, 37.36 FEET TO A POINT;

THENCE SOUTH 21°44'10" EAST, 135.00 FEET TO A POINT;

THENCE NORTH 81°49'12" EAST, 280.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,071,002 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON MASS GRID COORDINATES - NAD 83 (2011 – MAINLAND).

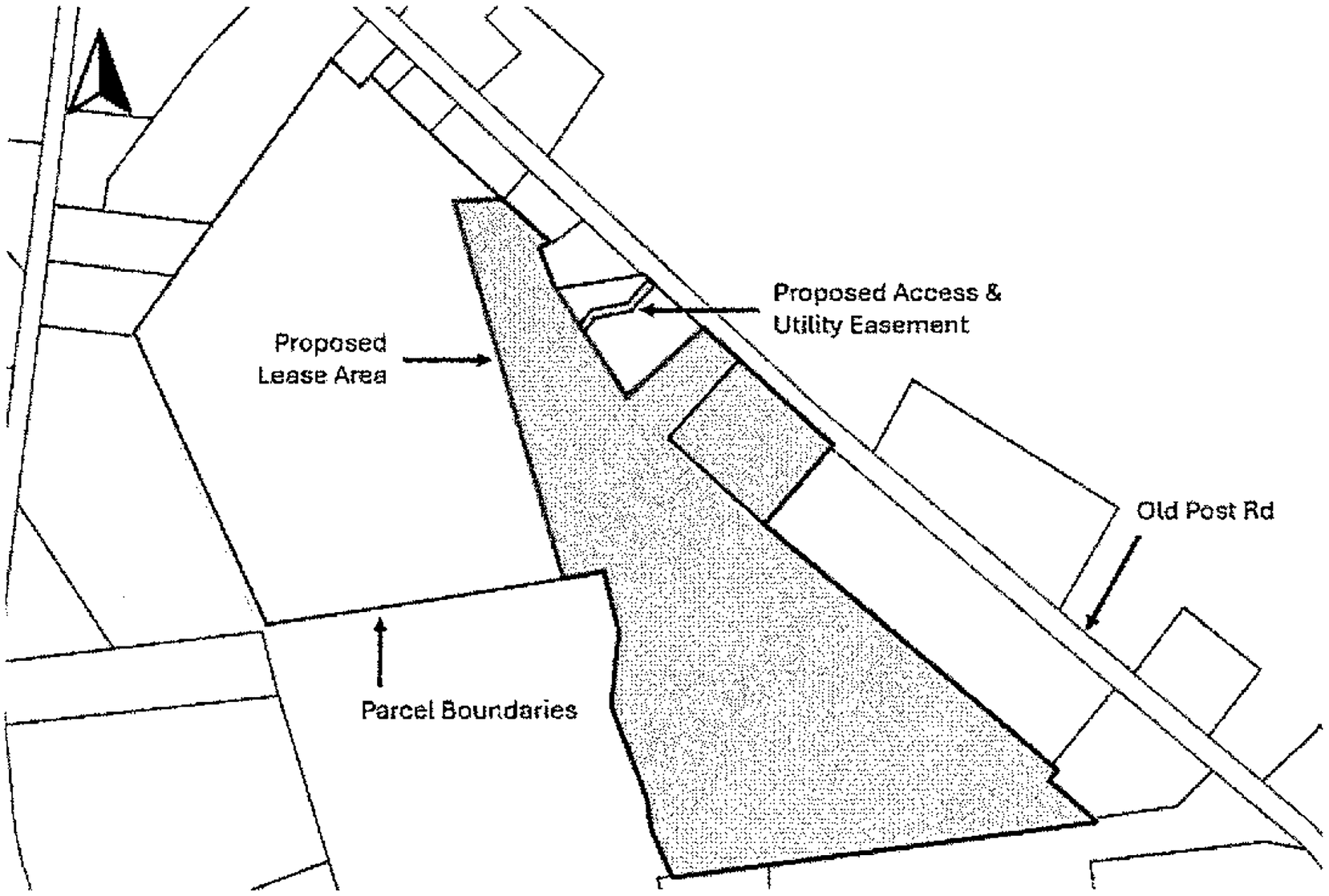
For title see deed recorded in the Hampshire County Registry of Deeds in Book 10675 at Page 239.

END OF DESCRIPTION

EXHIBIT A-2

LEASE AND EASEMENT AREA DESCRIPTION

The Leased Premises and Easement Area shall mean the portion of the Property generally outlined as follows:



Tax Parcel: Map 407 Lot 96.1 Map 407 Lot 96.6 **Owners:** Thomas L. Brisson Jr. **Title Reference:** Book 10675, Page 239	105 Old Post Rd, Worthington, MA 01098	**Prepared By:** Ward Stream, LLC **Date:** 6/27/2025

EXHIBIT B

3. GRANT OF EASEMENTS.

3.1 Landlord hereby grants, conveys and warrants to Tenant, and Tenant hereby accepts the following easements upon, over, across, under and burdening the Property and any Surrounding Property at all times during the Term:

(a) Solar Easement; Non-Obstruction. An exclusive easement pursuant to Applicable Law, on, over and across the Property and Surrounding Property for the purpose of ensuring access to direct sunlight to any solar panels on the Leased Premises and an exclusive easement prohibiting any obstruction of direct sunlight 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 Property and any Surrounding Property, together vertically through all space located above the surface of the 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 Property and Surrounding Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property and any Surrounding Property (collectively, the "Solar Easement");

(b) Operating Easement. An exclusive easement over the Property and any Surrounding Property for all activities occurring on the Leased Premises, in the Solar Easement, Access Easement or the Utility Easement necessary to develop and operate the Facility, including but not limited to, electromagnetic, audio, visual, view, light, noise, vibration, electrical, radio interference, or other effects attributable to the Facility or any Site Activities;

(c) Access Easement. An exclusive easement to access the Facility and the Leased Premises for equipment access and for vehicular and pedestrian ingress to and egress, from the Facility (whether located on the Property, on adjacent property or elsewhere) over and across the Property and Surrounding Property by means of roads and lanes thereon if existing or later constructed by Landlord, or otherwise by such route or routes as Tenant may construct from time to time, and which roads and lanes must connect to a public way, including over any areas specifically identified on Exhibit A-2 hereto ("Access Easement");

(d) Utility Easement. An exclusive easement to construct, install, operate, maintain, relocate, remove, repair electric service infrastructure, poles, towers, foundations, switchgear, cabinets, transformers, and other equipment necessary and convenient to interconnect the Facility to the local electric distribution system and for transmitting electric current and communications and intelligence, which may be overhead or underground, including over any areas specifically identified on Exhibit A-2 hereto ("Utility Easement"); and

(e) Vegetation Maintenance Easement. (i) An easement to enter upon the Property and trim and cut vegetation and trees along the access and utility easements which may overhang or interfere with such access and utility easements, and (ii) an easement to trim existing trees and vegetation on the Property that interfere with the Solar Easement from any angle upon,

across and over the Leased Premises. The easement granted in this subsection (e) shall be exercised after providing Landlord with at least five (5) Business Days prior written notice of the Tenant's need to enter the Property.

(f) Temporary Construction Easement. A non-exclusive easement to be located at a mutually acceptable location on a portion of the Property and Surrounding Property to be used for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles and temporary construction trailers, (iv) vehicular and pedestrian access and access for rigging and material handling, and (v) other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Facility. In the event that Tenant disturbs the surface of the Property or Surrounding Property in connection with the exercise of its rights under this easement, Tenant will, at its sole expense, restore the surface of such areas so-disturbed to substantially the same or better condition as existed prior to such disturbance, provided, however, that Tenant shall not be required to restore any vegetation.

(g) To the extent that Landlord holds or has the right to use any access, utility, transmission, water, stormwater or other easements, rights of way or licenses over lands in the general vicinity of the Property or the Surrounding Property (the "Landlord Easements") on or after the date of this Agreement, and such Landlord Easements are or could be used for the benefit of the Property, then the same are hereby included in this Agreement, and Tenant shall be entitled to use such Landlord Easements, if such use is permitted under Landlord Easements and provided that such use does not interfere with use of the same by Landlord or other parties having rights therein, and; provided that such use does not cause any claims against Landlord relating to Tenant's use thereof. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of Landlord Easements to run concurrently with the Term (or for such shorter period as provided in Landlord Easement).

(h) Other Easements. All other easements reasonably necessary to accomplish the activities permitted by this Agreement, including but not limited to the Permitted Uses and those activities described in Section 2. During the Development Period, the boundaries of the easements granted in Sections 3.1(c) and 3.1(d) may be determined by means of a plan or survey prepared by Tenant, and such plan or survey shall then define the easement locations. Exhibit A-2 shall be amended with such plan or survey.

3.2 Landlord's grant of easements in Section 3.1(a) through (e) shall commence on the Effective Date and continue throughout the Term and any extensions of the Term, and for the time necessary and convenient to perform any decommissioning, if such obligations extend beyond the Term. Landlord's grant of easement in Section 3.1(f) shall commence on the Effective Date and shall continue through the Construction Phase.

3.3 If required by the local electric utility ("Utility"), Landlord shall grant to the Utility an easement and right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Facility to the Utility electrical distribution system, the location of which will be determined by the Utility prior to the Commercial Operation Date. If required by the Utility, Landlord shall enter into a recordable easement instrument on the Utility's form.

3.4 All easements shall burden the Property and shall run with the land for the benefit of Tenant, its successors and assigns (including any Financing Parties and any other permitted assignees of Tenant's rights under the Agreement), and their respective agents, contractors, subcontractors and licensees.

Select Definitions:

"Surrounding Property" means the Property and all adjacent real property owned by Landlord or any Landlord affiliate.

A copy of the Lease is on file with the Tenant, at its address set forth on the first page hereof.

LAND LEASE AND EASEMENT AGREEMENT

THIS LAND LEASE AND EASEMENT AGREEMENT (this "Agreement") is made, dated and effective as of the 11 day of September, 2025, (the "Effective Date"), between **Thomas L. Brisson, Jr.** (together with its transferees, successors and assigns, as "Landlord"), and **Ward Stream, LLC**, a Delaware limited liability company (together with its transferees, successors and assigns, "Tenant"), and in connection herewith, Landlord and Tenant agree, covenant and contract as set forth in this Agreement. Landlord and Tenant are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

WHEREAS, Landlord owns the real property including the air space thereon, located at 105 Old Post Road, Worthington, MA 01098 and identified as Tax Parcels 407 0 96.1 and 407 0 96.6 by the assessors' records of the locality in which such property is located, titled in the name of Landlord by Deed recorded in the Hampshire County Registry of Deeds in Book 10675 at Page 239 and which is more particularly described in Exhibit A-1 attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Tenant wishes to lease the portion of the Property described in Exhibit A-2 attached hereto (such portion of the Property being referred to herein as the "Leased Premises"), together with the easements granted herein, in order to develop, design, install and operate the Facility (as defined in the Glossary of Terms) thereon.

WHEREAS, Landlord is willing to lease the Leased Premises to Tenant for the development, construction, operation and maintenance of the Facility and associated uses necessary or ancillary thereto;

WHEREAS, Tenant desires and Landlord is willing to grant Tenant certain easements across the Property which easements are necessary for the development, construction, operation and maintenance of the Facility on the Leased Premises;

NOW THEREFORE, in consideration of the premises, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. DEFINITIONS. In addition to those terms defined in the beginning, the recitals or elsewhere in this Agreement, capitalized terms set forth in the Glossary of Terms, attached hereto and incorporated herein shall have the meanings as set forth therein.

2. LEASE. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Landlord and Tenant, upon the terms and conditions set forth in this Agreement, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Leased Premises for the Permitted Uses for the Term. Tenant shall have quiet and peaceful possession of the Leased Premises, use of the Easements and any other rights granted by this Agreement for the entire Term without hindrance, interruption, suit, trouble or interference of any kind by Landlord or any other person or entity claiming (whether at law or in equity) by, through or under Landlord.

2.1 Permitted Uses. The Leased Premises shall be used for Due Diligence Activities, construction, operation and maintenance of the Facility, access and utilities and any

other lawful related purpose and Tenant shall have the exclusive right to develop and use the Leased Premises for such purpose and the other Permitted Uses described in this Section 2 and to derive all profits therefrom, including but not limited to the following activities (collectively, "Site Activities"):

(a) If the Facility includes a solar photovoltaic electric generating facility, converting solar radiation emitted from the sun ("Solar Energy") into electrical energy, and collecting, storing, and transmitting the electrical energy so converted;

(a) Due Diligence Activities for purposes of determining the feasibility of installation and operation of the Facility, and of Solar Energy conversion on the Leased Premises and a related substation on the Property or on adjacent lands, including studies of Solar Energy emitted upon, over and across the Property and other meteorological data, environmental studies and extracting soil samples;

(b) Constructing, laying down, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, maintaining, repairing and operating the following improvements: (i) Solar Energy and/or electricity collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively, "Solar Generating Equipment"); (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, inverters, transformers and substations, energy storage facilities, and telecommunications equipment; (iii) roads and crane pads; (iv) meteorological measurement equipment; (v) control buildings, operations and maintenance facilities and building; and (vi) any other improvements, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing;

(c) Interconnecting the Facility to the local electric distribution system, and selling electricity produced, discharged and/or generated by the Facility. Tenant may determine whether any group of Facilities constitutes a single Facility or multiple Facilities for purposes of this Agreement, and in the case of multiple Facilities, which portion of the Property shall be included within each Facility.

2.2 Dual-Use Agricultural Operations. At Tenant's option, in its sole discretion, Tenant shall have the exclusive right to use and occupy the Leased Premises for agricultural and farming purposes to qualify the Facility as an agricultural solar generation unit, by dual land use for agriculture and a solar canopy system ("Dual-Use Solar Facility"). This includes, without limitation, the right to use the property for grazing, farming, establishing pollinator habitat, agricultural uses, and all other forms of agrivoltaics and vegetation control in connection with a Dual Use Solar Facility, including, at Tenant's discretion, installation of fencing or improvements related to said agrivoltaics and the maintenance thereof. This also includes the right to take necessary steps to enroll the Leased Premises in any preferential property tax or incentive program necessary to qualify the Facility as a Dual-Use Solar Facility. This use shall include Tenant's right to sublease or sublicense the Leased Premises for agriculture and farming purposes and to enter into any related agreements ("Dual-Use Agricultural Operations") and to make all necessary governmental and quasi-governmental filings and secure any permits in respect to such Dual-Use Agricultural Operations, in each case without the need to provide notice

to or secure the prior consent of Landlord. Tenant shall also have the right, in its sole and absolute discretion, to remove or reclassify the Leased Premises and any Easements from any agricultural or farming designation.

2.3 Tenant's Use of the Leased Premises. Tenant may use the Leased Premises for Permitted Uses, as further set forth below:

(a) During the Development Period,

(i) Tenant and its employees, agents and contractors shall have a non-exclusive right to enter upon the Property outside the Leased Premises and the right of ingress and egress over and across the Property outside the Leased Premises for the purpose of conducting due diligence activities (collectively, "Due Diligence Activities"), which Due Diligence Activities include, but are not limited to (i) surveying the Leased Premises, (ii) performing such other tests and studies as Tenant may desire in connection with the development of the Facility, including, without limitation, environmental, noise, avian, bat and cultural resource assessments, and geotechnical, foundation and soil tests, and (iii) installing, maintaining, operating, inspecting and removing one or more solar monitoring devices and all associated activities, including the Weather Instruments (defined below) and including the performance of all tests and studies associated therewith. "Weather Instruments" shall mean ground-based instruments (including Sonic Detection and Ranging ("SODAR") instruments) used primarily to gather and transmit meteorological data relating to the solar project, and includes meteorological data acquisition equipment, power source, and any required data and electrical transmission lines. Landlord shall reasonably cooperate with all of Tenant's Due Diligence during the Development Period, including environmental due diligence, provided that such cooperation does not cause Landlord to incur any expenditure (unless Tenant shall reimburse Landlord for any such expenditure). After its investigations of the Property during the Development Period, Tenant shall restore the Property outside the Leased Premises, at Tenant's sole cost and expense, substantially to its condition immediately prior to Tenant's inspections, wear, tear and casualty damage excepted; and

(ii) Tenant may construct the Facility and engage in activities associated with constructing the Facility, including producing electricity prior to achieving commercial operation of the Facility and installing equipment necessary for remote monitoring of the Facility.

(b) During the Operations Period, Tenant may use the Leased Premises for any of the Permitted Uses.

(c) Subject to provisions of Section 15.2, during the Decommissioning Period, Tenant shall cease commercial operation of the Facility, and shall remove the Facility from the Leased Premises and restore the Leased Premises to its preexisting condition, wear, tear and casualty damage excepted, as provided in Section 4.5.

3. GRANT OF EASEMENTS.

3.1 Landlord hereby grants, conveys and warrants to Tenant, and Tenant hereby accepts the following easements upon, over, across, under and burdening the Property and any Surrounding Property at all times during the Term:

(a) Solar Easement; Non-Obstruction. An exclusive easement pursuant to Applicable Law, on, over and across the Property and Surrounding Property for the purpose of ensuring access to direct sunlight to any solar panels on the Leased Premises and an exclusive easement prohibiting any obstruction of direct sunlight 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 Property and any Surrounding Property, together vertically through all space located above the surface of the 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 Property and Surrounding Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property and any Surrounding Property (collectively, the "Solar Easement");

(b) Operating Easement. An exclusive easement over the Property and any Surrounding Property for all activities occurring on the Leased Premises, in the Solar Easement, Access Easement or the Utility Easement necessary to develop and operate the Facility, including but not limited to, electromagnetic, audio, visual, view, light, noise, vibration, electrical, radio interference, or other effects attributable to the Facility or any Site Activities;

(c) Access Easement. An exclusive easement to access the Facility and the Leased Premises for equipment access and for vehicular and pedestrian ingress to and egress, from the Facility (whether located on the Property, on adjacent property or elsewhere) over and across the Property and Surrounding Property by means of roads and lanes thereon if existing or later constructed by Landlord, or otherwise by such route or routes as Tenant may construct from time to time, and which roads and lanes must connect to a public way, including over any areas specifically identified on Exhibit A-2 hereto ("Access Easement");

(d) Utility Easement. An exclusive easement to construct, install, operate, maintain, relocate, remove, repair electric service infrastructure, poles, towers, foundations, switchgear, cabinets, transformers, and other equipment necessary and convenient to interconnect the Facility to the local electric distribution system and for transmitting electric current and communications and intelligence, which may be overhead or underground, including over any areas specifically identified on Exhibit A-2 hereto ("Utility Easement"); and

(e) Vegetation Maintenance Easement. (i) An easement to enter upon the Property and trim and cut vegetation and trees along the access and utility easements which may overhang or interfere with such access and utility easements, and (ii) an easement to trim existing trees and vegetation on the Property that interfere with the Solar Easement from any angle upon, across and over the Leased Premises. The easement granted in this subsection (e) shall be exercised after providing Landlord with at least five (5) Business Days prior written notice of the Tenant's need to enter the Property.

(f) Temporary Construction Easement. A non-exclusive easement to be

located at a mutually acceptable location on a portion of the Property and Surrounding Property to be used for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles and temporary construction trailers, (iv) vehicular and pedestrian access and access for rigging and material handling, and (v) other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Facility. In the event that Tenant disturbs the surface of the Property or Surrounding Property in connection with the exercise of its rights under this easement, Tenant will, at its sole expense, restore the surface of such areas so-disturbed to substantially the same or better condition as existed prior to such disturbance, provided, however, that Tenant shall not be required to restore any vegetation.

(g) To the extent that Landlord holds or has the right to use any access, utility, transmission, water, stormwater or other easements, rights of way or licenses over lands in the general vicinity of the Property or the Surrounding Property (the "Landlord Easements") on or after the date of this Agreement, and such Landlord Easements are or could be used for the benefit of the Property, then the same are hereby included in this Agreement, and Tenant shall be entitled to use such Landlord Easements, if such use is permitted under Landlord Easements and provided that such use does not interfere with use of the same by Landlord or other parties having rights therein, and; provided that such use does not cause any claims against Landlord relating to Tenant's use thereof. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of Landlord Easements to run concurrently with the Term (or for such shorter period as provided in Landlord Easement).

(h) Other Easements. All other easements reasonably necessary to accomplish the activities permitted by this Agreement, including but not limited to the Permitted Uses and those activities described in Section 2. During the Development Period, the boundaries of the easements granted in Sections 3.1(c) and 3.1(d) may be determined by means of a plan or survey prepared by Tenant, and such plan or survey shall then define the easement locations. Exhibit A-2 shall be amended with such plan or survey.

3.2 Landlord's grant of easements in Section 3.1(a) through (e) shall commence on the Effective Date and continue throughout the Term and any extensions of the Term, and for the time necessary and convenient to perform any decommissioning, if such obligations extend beyond the Term. Landlord's grant of easement in Section 3.1(f) shall commence on the Effective Date and shall continue through the Construction Phase.

3.3 If required by the local electric utility ("Utility"), Landlord shall grant to the Utility an easement and right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Facility to the Utility electrical distribution system, the location of which will be determined by the Utility prior to the Commercial Operation Date. If required by the Utility, Landlord shall enter into a recordable easement instrument on the Utility's form.

3.4 All easements shall burden the Property and shall run with the land for the benefit of Tenant, its successors and assigns (including any Financing Parties and any other permitted assignees of Tenant's rights under the Agreement), and their respective agents,

contractors, subcontractors and licensees.

3.5 At Tenant's request, Landlord shall timely execute one or more recordable standalone easement agreements and in addition to recording the Memorandum/Notice of Lease and Easements in accordance with Section 17.5 shall execute and permit Tenant to record any other documents reasonably requested by Tenant to evidence and give effect to such easements.

3.6 The Parties shall evenly share in the routine maintenance costs to any and all access roads or ways (the "Access Roads") developed for the construction and maintenance of the Solar Facility that are used by both Parties, and shall evenly share in that portion of the routine maintenance costs assessed to Landlord for any and all shared access roads or ways that are used by both Parties until the expiration of the Term of this Agreement. Each Party shall be responsible for the non-routine maintenance and repair of any damage to Access Roads caused by said Party.

4. TERM. The Term of this Agreement shall commence on the Effective Date and shall continue for the following described periods (collectively, the "Term"):

4.1. Development Period. The Development Period (the "Development Period") will begin on the Effective Date and will terminate on the earliest of:

(a) Delivery by Tenant of notice of termination in accordance with Section 4.2(c);

(b) Tenant's election to commence the Operations Period as provided in Section 4.3(b); or

(c) the Commercial Operation Date.

4.2. Development Period Phases. The Development Period has two phases, the Pre-Construction Phase and the Construction Phase.

(a) Pre-Construction Phase. The Pre-Construction Phase ("Pre-Construction Phase") will commence on the Effective Date and continue for up to three (3) years thereafter, in order to allow Tenant time to continue evaluation of the suitability of the Property for the Facility, including in-depth site analysis, transmission, capacity, permitting constraints, geotechnical studies, environmental studies, drilling bore holes, applying for interconnection and obtaining a signed interconnection agreement and required permits in order to be able to commence construction. Subject to Tenant having made all payments of Rent then due, Tenant shall have the right, by written notice to Landlord, to extend the Pre-Construction Phase for an additional one (1) year period. The Pre-Construction Phase shall be extended on a day-for-day basis due to acts, omissions or delays of a Governmental Authority or the Utility which result in delay in achievement of the Construction Start Date.

(b) Construction Phase. The Construction Phase (the "Construction Phase") will commence on the first to occur of (i) the expiration of the Pre-Construction Phase or (ii) the Construction Start Date, and ends on the Operations Period Commencement Date, determined as provided in Section 4.3 below.

(c) Termination Right. At any time during the Development Period, Tenant shall have the right to terminate this Agreement by thirty (30) days written notice to Landlord. Upon termination, neither Party shall be required to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination.

(d) Confirmation of Leased Premises. In the event that it is determined by Tenant during the Development Period that there are changes required to the legal description of the Leased Premises, including without limitation the creation of a new ALTA survey of the portion of the Property on which the Facility will be located, with metes and bounds legal description, the validity of this Agreement shall not be affected, and, upon the request of Tenant, Landlord shall execute an amendment to the legal description of the Leased Premises contained in Exhibit A-2 of this Agreement and in any memorandum of this Agreement to reflect the final legal description of the Leased Premises.

4.3. Operations Period. The Operations Period (the "Operations Period") shall commence on the earlier of:

(a) 12:01 a.m. on the first day after the Commercial Operation Date; or

(b) Tenant's election to commence the Operations Period, notwithstanding that the Facility has not yet attained the Commercial Operation Date (it being agreed that at the end of the Construction Phase of the Development Period Tenant shall have been deemed to elect to commence the Operations Period unless prior to such time Tenant has exercised any rights hereunder to terminate this Agreement);

(such date being referred to herein as the "Operations Period Commencement Date") and will end at 11:59 p.m. on the last day of the month in which the twentieth (20^{th}) anniversary of the Operations Period Commencement Date occurs. Tenant shall provide Landlord with written notice of the Commercial Operation Date.

4.4. Extended Operations Period. Tenant shall have the exclusive right to extend the Operations Period for up to four (4) additional consecutive terms of five (5) years each for a total of twenty (20) additional years.

4.5. Decommissioning Period. The Decommissioning Period (the "Decommissioning Period") shall commence when the Operations Period, including any extensions thereto, expires, and shall continue for a period of 180 days, (provided that if such 180 day term begins or ends within the

months of December, January, February, March, or April, the Decommissioning Period shall be extended to the next occurring July 31) whereupon this Agreement shall expire and shall be of no further force and effect, except that such termination shall not release or modify any of the obligations of the Parties arising prior to such termination. Subject to provisions of Section 15.2, promptly following the Operations Period expiration, or an earlier termination of this Agreement, Tenant shall remove all structures, equipment, personal property and transmission lines from the Leased Premises at Tenant's sole cost and expense. Tenant shall perform the decommissioning during the Decommissioning Period in accordance with any permits issued by the local permitting authority. If Tenant performs the decommissioning after this Agreement terminates, Tenant's access to the Property shall be pursuant to the easements granted herein.

4.6. End of Term. To the extent required by applicable law, if the Operations Period Commencement Date does not occur within thirty (30) years after the Effective Date, this Agreement shall terminate.

5. [redacted]

6. OWNERSHIP OF FACILITY.

6.1. Tenant or Financing Party shall be the legal and beneficial owner of the Facility (including without limitation, all additions, alterations, and modifications thereto or replacements thereof, all appurtenant fixtures, machinery and equipment installed therein), all electrical output from the Facility, Environmental Attributes, Tax Attributes and other incentives, at all times. Landlord shall have no ownership, lien, security or other interest in any Facility. The Facility is personal property and shall not attach to or be deemed a part of, or fixture to, the Leased Premises or the Property. The Facility shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Landlord covenants that it will place all persons having an interest in or lien upon the real property comprising the Property, on notice of the ownership of the Facility and the legal status or classification of the Facility as personal property. Landlord and/or Tenant shall make any necessary filings to disclaim the Facility as a fixture of the Leased Premises and the Property in the appropriate Land Registry to place all interested parties on notice of the ownership of the Facility by Tenant. Notwithstanding anything to the contrary stated above, Landlord shall retain all rights in and to the Property, subject to the rights granted to Tenant hereunder, including the rights to profits derived from timber, and crop harvest, provided, Landlord's exercise of such rights shall not interfere with Tenant's easements rights over the Property and operation of the Facility on the Leased Premises during the Term of this Agreement.

6.2. Landlord shall have no right or interest in any of the electric energy produced by the Facility or in any Environmental Attributes, Tax Attributes, or other rights or incentives associated with the production of electric energy by the Facility.

6.3. Landlord hereby waives any and all rights it may have to any lien rights, whether statutory or otherwise, on Tenant's personal property, including without limitation, the Facility, Tenant's inventory, trade fixtures, and removable equipment and fixtures located within or on the Leased Premises, whether or not any part of the Facility becomes so related to the Leased Premises that an interest therein would otherwise arise under Applicable Law. Landlord agrees to (i) take no action to impede or interfere with a Financing Party's remedies under a security interest in said personal property of Tenant and (ii) execute, upon request, a confirmation of such waiver in a form reasonably satisfactory to Tenant and its Financing Parties.

7. LANDLORD ACTIVITIES; REVIEW.

7.1. Landlord shall maintain the Property and its Surrounding Property adjacent to the Leased Premises in good condition and state of repair to avoid interference with Tenant's use of and access to the Leased Premises and any appurtenant easements. Landlord shall not construct structures or plant trees adjacent to the Leased Premises that will impede solar access to the Facility. Landlord shall not engage in activities at the Property or on the Surrounding Property that will materially impact conditions on the Leased Premises, or construct any structures or improvements on the Leased Premises or the Utility Easement parcel.

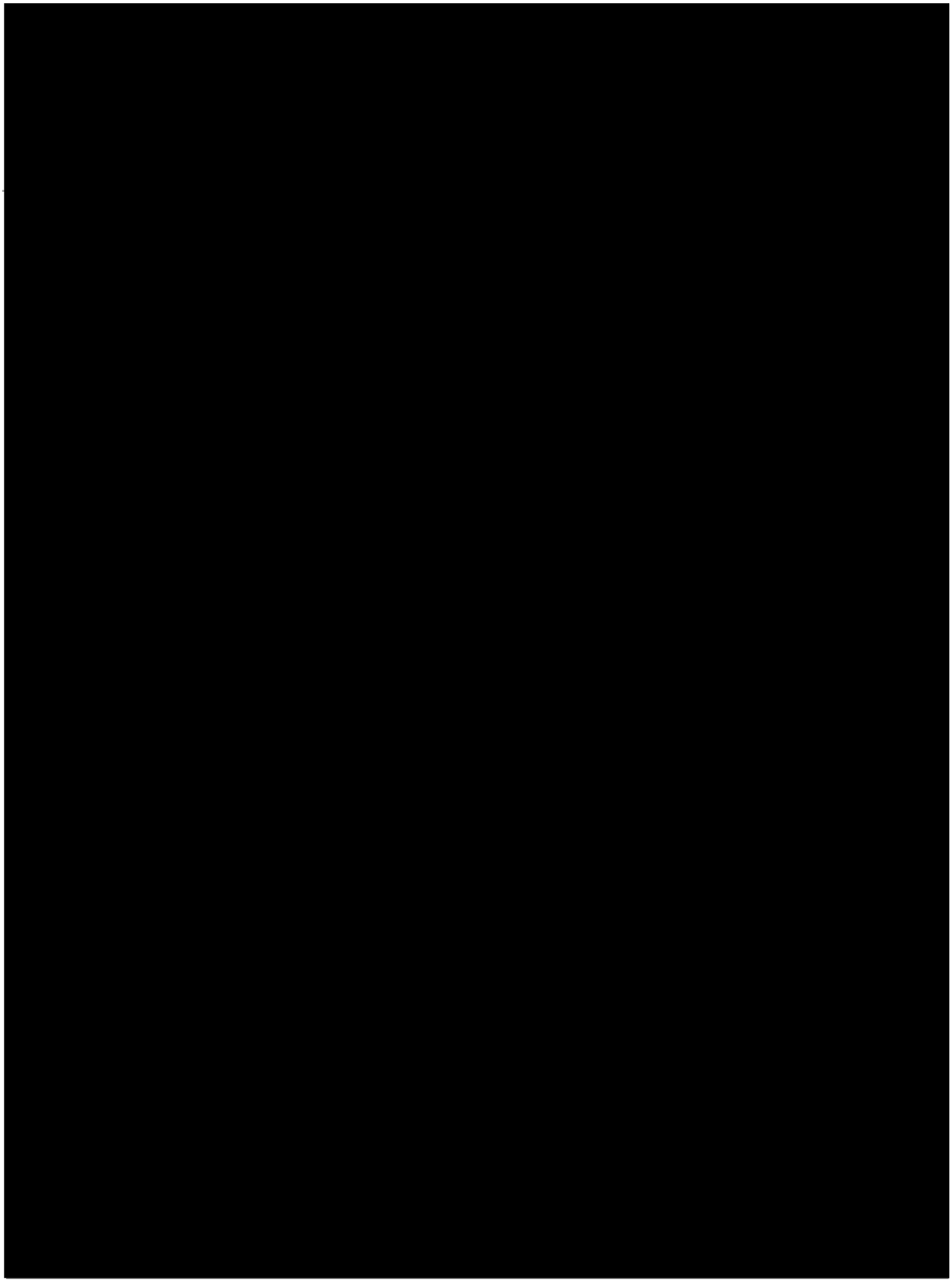
7.2. Landlord shall not enter the Leased Premises without Tenant's consent.

7.3. Landlord has been informed by Tenant and acknowledges that the construction and operation of the Facility and other activities related to the development, operation and decommissioning of the Facility may potentially result in some nuisance to Landlord and/or any other tenant or occupant of the Property and the Surrounding Property, such as visual impact and noise. Landlord hereby accepts such nuisance and waives any right that Landlord may have to object to such visual nuisance and Landlord releases Tenant from any claims Landlord and/or any other tenant or occupant of the Property may have with respect to any such nuisance.

7.4. Landlord acknowledges that Landlord has been afforded sufficient time to review and understand the terms and effects of this Agreement and to submit it to legal counsel of Landlord's choosing for review and advice. Landlord represents that the agreements and obligations herein are made voluntarily, knowingly and without duress.

8. TAXES AND UTILITIES.

[redacted]





9. INDEMNIFICATION.

9.1. Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (as defined below) (each, an "Indemnified Party") from and against any and all Losses arising out of any third party (excluding Related Persons as defined below in Section 9.6) claim against the other Party for property damage, bodily injury or death caused by, arising out of, or resulting from the negligence, breach of contract, violation of Applicable Law, or willful misconduct of the Indemnifying Party or Persons acting at the direction of the Indemnifying Party in connection with this Agreement or incurred by such Indemnified Party. An Indemnified Party's indemnity pursuant to this Section 9 shall be reduced in proportion to any negligence or willful misconduct of an Indemnified Party or it's Related Persons.

9.2. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim

shall specify all facts known to the Indemnified Party giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

9.3. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Party in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Party has the right to hire its own, separate counsel to defend it, but the Indemnified Party shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Party.

9.4. In no event shall an Indemnifying Party be liable to the Indemnified Party to the extent any Claim is caused by, arises from or contributed by the negligence or intentional misconduct of the Indemnified Party or its Related Person thereof.

9.5. In no event shall Tenant or its Related Persons be liable to Landlord for property damage or personal injuries to Landlord or its Related Persons attributable to risks of known and unknown dangers associated with normal day-to-day operation of the Facility.

9.6. As used herein the term "Related Person" shall mean any officers, directors, employees, invitees, affiliates, contractors, lessees, and sub-lessees of a Party, and each of their respective, principals, officers, employees, servants, agents, representatives, subcontractors, licensees, invitees, and/or guests.

9.7. This Section 9 shall survive expiration or earlier termination of this Agreement.

10. TENANT'S REPRESENTATIONS, WARRANTIES, AND COVENANTS. Tenant hereby represents, warrants, and covenants to Landlord that:

10.1. Tenant's Authority. Tenant has the power and authority to execute this Agreement and to perform its obligations hereunder. Each person signing this Agreement on behalf of Tenant is authorized to do so. When signed by Tenant, this Agreement constitutes a valid and binding agreement enforceable against Tenant in accordance with its terms.

10.2. Insurance. Tenant shall, at its expense, be responsible for assuring that insurance coverages, as would be customary and reasonable for similarly situated companies performing the work carried out by Tenant at such time, are maintained, including, without limitation, adequate coverage to cover any personal injuries or accidents that could reasonably be expected as a direct result of the Site Activities conducted by Tenant or its Related Persons on the Property.

10.3. Requirements of Governmental Agencies. Tenant, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Facility. Tenant shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property or Facility of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by Tenant.

10.4. Construction Liens. If any mechanic's lien or other lien or claim of lien are publicly recorded in the applicable land records' office for labor and services performed on, materials, supplies, or equipment furnished to the Property in connection with Tenant's use of the Leased Premises on the Property pursuant to this Agreement, Tenant shall, within sixty (60) days after it receives notice of the filing of such lien, remove, pay or cancel said lien or secure the payment of any such lien or liens by bond or deposit of moneys pursuant to Applicable Law. Tenant shall have the right, at all times and at its own cost and expense, to defend, on behalf of Tenant or Landlord, any action involving the cancellation, validity or removal of such lien or liens.

10.5. Hazardous Materials. Neither Tenant nor its Related Persons shall violate federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of asbestos-containing materials, petroleum, explosives or any other substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property or in any manner which may affect the Property (each, a "Hazardous Material"). Tenant shall promptly notify Landlord if any violation occurs.

10.6. Litigation. No litigation is pending against Tenant, and, to the best of Tenant's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could adversely affect Tenant's obligations under this Agreement.

11. LANDLORD'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Landlord hereby represents, warrants, and covenants as follow:

11.1. Landlord's Authority. Landlord is the fee owner of and has good and valid title to the Property and has the unrestricted right and authority to execute this Agreement and to grant to Tenant the rights granted hereunder. Each person signing this Agreement on behalf of Landlord is authorized to do so. When signed by Landlord, this Agreement constitutes a valid and binding Agreement enforceable against Landlord in accordance with its terms.

11.2. No Interference. Landlord's activities and any grant of rights Landlord makes to any person or entity, shall not, currently or prospectively, disturb or interfere with: the construction, installation, maintenance, or operation of the Facility on the Leased Premises or access over the Property to such Facility as provided for herein; any Site Activities; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Landlord

shall not erect any structures, plants or other equipment, or enter into any third party agreements or amend or extend any existing agreements or undertake any other activities (a "Landlord Action") that may: (i) interfere with Tenant's right to install the Facility on any portion of the Leased Premises, (ii) if such Facility is designed to collect Solar Energy, overshadow or otherwise block or interfere with sunlight access to the Facility, (iii) cause a decrease in the output or efficiency of the Facility, or (iv) otherwise interfere with Tenant's operations on the Leased Premises (each an "Interference"). Prior to undertaking a Landlord Action that may cause an Interference, Landlord shall consult with Tenant to confirm that such Landlord Action will not cause any Interference. If Tenant reasonably determines the Landlord Action could cause an Interference, then Landlord shall not be permitted to undertake such Landlord Action. Landlord shall not disturb or permit the disturbance of the subsurface of the Leased Premises such that may impact in any way the structural integrity or the operations and maintenance of the Facility.

11.3. Rights of Others; Encumbrances. Landlord has good, clear, record and marketable title to the Property subject to no liens, easements, options or other encumbrances other than the Existing Encumbrances. Landlord further represents that Tenant's installation and operation of the Facility on the Leased Premises and the use of the Easements is not restricted by any rights of use, existing structures, private agreements or options affecting the Property. Landlord shall not allow any encumbrances against the Leased Premises other than Permitted Encumbrances. Landlord shall promptly pay all obligations secured by encumbrances against the Leased Premises (whether or not such encumbrances are Permitted Encumbrances) and shall not allow any default to occur under obligations secured by encumbrances against the Leased Premises. In lieu of paying amounts secured by encumbrances which are not Permitted Encumbrances, Landlord may provide a bond or other adequate security in accordance with Applicable Law and the reasonable requirements of Tenant. At Tenant's request, Landlord shall obtain from holders of any encumbrances on the Property subordinations or non-disturbance agreements substantially in the form of Exhibit D.

11.4. Requirements of Governmental Agencies and Setback Waiver. Landlord shall assist and fully cooperate with Tenant, at no out-of-pocket expense to Landlord, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, monitoring, replacement, maintenance, operation or removal of Facility, including execution of applications and documents reasonably necessary for such approvals, and including participating in any appeals or regulatory proceedings respecting the Facility. Conditioned on Landlord being provided with prior written notice thereof, Landlord hereby consent to and authorize Tenant to sign and file on Landlord's behalf all applications and related documents required for Tenant to obtain any land use permits, building permits, environmental impact reviews or any other approvals necessary for the construction, operation or financing of the Facility on the Leased Premises. To the extent permitted by law, Landlord hereby waives enforcement of any applicable setback requirements respecting the Facility to be placed on or near the Leased Premises that are reasonably necessary, in Tenant's sole and absolute discretion, to carry out Tenant's power-generating activities on or near the Facility.

11.5. Hazardous Materials. Neither Landlord nor its Related Persons shall violate federal, state or local law, ordinance or regulation relating to the generation, manufacture,

production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Material on or under the Property or in any manner which may affect the Property. Landlord shall promptly notify Tenant if any such violation occurs. To the best of Landlord's actual knowledge, (i) no underground tanks are currently located or at any time in the past have been located on the Property or any portion thereof, (ii) no Hazardous Material has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by all health, safety and other laws (each, an "Environmental Law") that govern the same or are applicable thereto and (iii) there are no Hazardous Materials in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any Environmental Law. Landlord certifies it has never received any notice or other communication from any governmental authority alleging that the Property is or was in violation of any Environmental Law. Landlord shall indemnify and hold harmless Tenant from any actions, claims, damages or penalties arising from the violation of this paragraph and shall reimburse Tenant for any costs, including reasonable attorney fees, incurred by Tenant as a result of such actions, claims, damages or penalties.

11.6. No Litigation. No litigation is pending, and, to the best of Landlord's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Property or Landlord's ability to perform its obligations under this Agreement. If Landlord learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Landlord shall promptly deliver notice thereof to Tenant.

11.7. Title Insurance. Landlord agrees to execute and deliver to Tenant any documents reasonably required by the title insurance company and/or a Financing Party within ten (10) business days after presentation of said documents by Tenant to Landlord.

12. FINANCING PROVISIONS.

12.1. Financing Arrangements. Tenant may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Facility (each, a "Financing Party"). Further, Landlord acknowledges that Tenant may obtain construction financing for the Facility from a Financing Party and that Tenant may either obtain term financing secured by the Facility or sell or assign the Facility to a Financing Party or may arrange other financing accommodations from one or more Financing Parties and may from time to time refinance, or exercise purchase options under, such transactions. Landlord acknowledges that in connection with such transactions Tenant may secure Tenant's obligations by, among other collateral, a mortgage or assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Landlord agrees as follows:

12.1.1. Consent to Sale and to Collateral Assignment. Landlord hereby consents to both the sale of the Facility to a Financing Party and the collateral assignment to the Financing Party of the Tenant's right, title and interest in and to this Agreement.

12.1.2. Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Tenant, any and all rights and remedies of Tenant under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Tenant hereunder or cause to be cured any default of Tenant hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Tenant under this Agreement or (unless the Financing Party has succeeded to Tenant's interests under this Agreement or has otherwise assumed Tenant's obligations) to perform any act, duty or obligation of Tenant under this Agreement, but Landlord hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Tenant to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Landlord of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement; and

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Tenant under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Landlord shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

12.1.3. Right to Cure.

(A) Cure Period. Landlord will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Landlord's prior written notice to Tenant of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the

condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Tenant default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Tenant's assets and shall, within the applicable time periods described above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Landlord in writing within such sixty (60) day period that it must foreclose on Tenant's Interest or otherwise take possession of Tenant's interest under this Agreement in order to cure the default (the "Foreclosure Notice"), Landlord shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Tenant's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Tenant under this Agreement.

12.2. Financing Party a Third Party Beneficiary. Landlord agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 12.

12.3. Estoppel Certificates; Consent to Assignment. Landlord shall execute such estoppel certificates (certifying as to such matters as Tenant may reasonably request, including without limitation that no default by Tenant then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Tenant, any transferee of Tenant or Financing Party may reasonably request from time to time. The failure of Landlord to deliver any estoppel certificate within fifteen (15) days after Tenant's written request therefor shall be conclusive evidence that (i) this Agreement is in full force and effect and has not been modified; (ii) any amounts payable by Tenant to Landlord have been paid through the date of such written request; (iii) there are no uncured defaults by Tenant; and (iv) the other certifications requested by Tenant in its estoppel or consent, are in fact, true and correct. Such consent may require Landlord to recognize a particular entity as a Financing Party hereunder and grant such Financing Party extended cure periods in the event of a Tenant default.

13. DEFAULTS AND REMEDIES.

13.1. Default. If a Party defaults in or otherwise fails to perform a material obligation under this Agreement (a "Default"), the non-defaulting Party shall not have the right to exercise any remedies hereunder if the Default is cured by the defaulting Party within forty five (45) days of receiving written notice of such Default specifying in detail the Default and the required remedy (a "Notice of Default"); provided, that if the nature of the Default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure, the non- defaulting Party shall not have the right to exercise any remedies hereunder as long as the defaulting Party commences performance of the cure within sixty (60) days, and thereafter completes such cure with commercially reasonable diligence. Further, if the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy in escrow with any reputable third party escrow, or may interplead the same, which amount shall remain undistributed and shall not accrue interest penalties, and no Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the defaulting Party's right to institute legal action for recovery of such amounts.

13.2. Remedies. Except as qualified by Section 12 regarding Financing Party protections, should a Default remain uncured beyond the applicable cure periods, the non-defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity. Notwithstanding anything in this Agreement to the contrary or any rights or remedies Landlord might have at law or in equity, if any of the Facility is then located on the Leased Premises and Tenant fails to perform any of its obligations hereunder beyond applicable cure periods, Landlord shall be limited to pursuing damages and Landlord may not commence any action to terminate or cancel this Agreement. Notwithstanding anything in Section 13.1 to the contrary, Landlord agrees that any breach of this Agreement will cause Tenant substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies which may be available, Tenant shall have the right to specific performance and injunctive and other equitable relief, and shall have the right to seek such equitable relief prior to the expiration of any cure periods set forth in Section 13.1.

14. DISPUTE RESOLUTION.





15. TERMINATION.

15.1. Tenant's Right to Terminate. Tenant shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Landlord without cause: (i) prior to the Operations Period Commencement Date, as to all or any part of the Leased Premises, (ii) upon the occurrence of a Force Majeure Event that prevents commercial operation of all or part of the Facility and (iii) upon an act of condemnation that results in a taking of all or a portion of the Leased Premise such that Tenant is, in its sole judgment, no longer able or permitted to operate the Facility on the Leased Premises in a commercially viable manner.

15.2. Effect of Termination. Upon termination of this Agreement as to all of the Leased Premises, Tenant shall, as soon as practicable thereafter, remove above-ground and below-ground (to a depth of three (3) feet below grade) equipment included in the Facility from the Leased Premises. All parts of the Leased Premises that are disturbed by Tenant shall be restored to a condition reasonably similar to its original condition as it existed upon the Effective Date, wear and tear and casualty excepted; provided, that Tenant shall not be required to replant any crops. If Tenant fails to remove such Facility within the Decommissioning Period, Landlord shall have the right to restore the Leased Premises and remove, or to cause removal of, any property owned by Tenant to such location as may be designated by Tenant in writing, and if Tenant fails to identify such location within thirty (30) days after notice of removal by Landlord, Landlord may remove such property to a warehouse of Landlord's choice and Tenant shall reimburse Landlord for reasonable documented out-of-pocket costs of such removal, restoration and storage. Tenant shall provide a decommissioning plan and bond with the governing jurisdiction to ensure the decommissioning of the Facility and which may, in the reasonable discretion of Landlord, also run to the benefit of Landlord and be covered under a separate decommissioning agreement, but which

shall not require any additional bond amount or terms provided that Landlord is added to the original bond.



17. MISCELLANEOUS.

17.1. Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of a Force Majeure Event, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference, and the Term or any other time periods herein shall be extended for such period of time. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure Event" means any act or event that prevents or impacts the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence. Subject to the foregoing, Force Majeure may include the following acts or events: (i) acts of God, including hurricanes, floods, lightning, earthquakes, blizzards and other extreme natural phenomena; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic, terrorist acts, or rebellion, declared state of emergency or public health emergency, government mandated quarantine or travel ban; (iv) acts of Governmental Authorities, including the Utility, and (v) strikes or labor disputes.

17.2. Confidentiality. To the fullest extent allowed by law, Landlord shall maintain in the strictest confidence, and Landlord shall require each Related Person of Landlord to maintain in the strictest confidence, for the sole benefit of Tenant, all information pertaining to the financial terms of or payments under this Agreement, Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Facility, and the like, whether disclosed by Tenant or discovered by Landlord, unless such information either (i) is in

the public domain by reason of prior publication through no act or omission of Landlord or any Related Person of Landlord, or (ii) was already known to Landlord at the time of disclosure and which Landlord is free to use or disclose without breach of any obligation to any person or entity. To the fullest extent permitted by law, Landlord shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Tenant.

17.3. Assignment. Tenant shall have the right without the prior consent of Landlord (but with notification to Landlord) to sell, convey, lease, assign, mortgage, pledge, collaterally assign or transfer (including granting co-easements, separate easements, sub-easements) this Agreement or any or all of Tenant's rights hereunder in and to all or any part of the Leased Premises or the Facility and, as to easements expressly provided for herein, the Property, and to sublicense the Leased Premises for Dual-Use Agricultural Operations pursuant to Section 2.2 hereof. Tenant shall remain liable for all of its obligations arising under this Agreement from and after the effective date of such transfer, unless and until such transferee assumes all of Tenant's obligations under this Agreement. Upon such transferee executing an agreement to assume all of Tenant's obligations under this Agreement, Tenant shall automatically be released from all of its obligations under this Agreement.

17.4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and, to the extent provided in any assignment or other transfer permitted hereunder, any transferee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Tenant in this Agreement shall be deemed to include transferees of Tenant that hold a direct ownership interest in this Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.

17.5. Memorandum/Notice of Lease; Recording. Landlord and Tenant shall execute in recordable form, and Tenant may then record, a notice or memorandum of this Agreement substantially in the form of Exhibit C attached hereto, incorporating only those non-substantive changes to the form as may be required by the applicable jurisdiction in which recording is sought and to reflect the terms of this Agreement. It shall be a condition to payment of rent that Landlord executes and notarizes a memorandum of lease substantially in the form of Exhibit C hereto. Landlord hereby consents to the recordation of the interest of a transferee of Tenant in the Leased Premises. With respect to the Operations Period, upon request from Tenant, Landlord shall execute, in recordable form, and Tenant may then record a memorandum evidencing commencement of the Operations Period, as applicable; provided that the execution of such memorandum is not necessary for such Operations Period to be effective.

17.6. Notices. All notices or other communications required or permitted by this Agreement, shall be in writing and sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service to last known address of the intended recipient. Notices may also be sent by email for which the sending Party receives a confirmation that the email message has been completely transmitted without error (of which auto-replies are insufficient). Any notices delivered on any day that is not a business day, or after 5:00 p.m. local time on a business day, shall be deemed to have been delivered on the next business day. A Party may change its address for delivery of notices hereunder by notice given in accordance with this

Section. Notices will be deemed given upon receipt or upon the failure to accept delivery addressed as follows:

LANDLORD:

Thomas L. Brisson, Jr.
[redacted]
Worthington, MA 01098
Email: [redacted]

TENANT:

BlueWave
116 Huntington Avenue, Suite 601
Boston, MA 02116
Attn: Legal Notices
legal@bluewave.energy

With a copy to: CFO

17.7. Entire Agreement; Amendments. This Agreement, including all exhibits and appendixes hereto, contains the entire agreement of the Parties respecting the subject matter hereof, and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the Parties obligated under the amendment.

17.8. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state where the Facility is located.

17.9. Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of this Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend this Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved under Section 14 (regarding dispute resolution).

17.10. Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation".

17.11. Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement may often require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party as required, in its reasonable discretion, and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents, and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 17.11.

17.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.



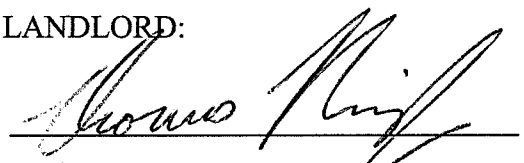
17.14. No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more Parties in this Agreement.

17.15. Evidence of Authority. At either Party's request, the other Party shall provide a manager's certificate or a secretary's certificate, or resolutions of the member or manager or shareholders as evidence of the authority of such Party to enter into and execute this Agreement.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, Landlord and Tenant, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

LANDLORD:



Thomas L. Brisson, Jr., an individual

TENANT:

Ward Stream, LLC

By: _____

Name: James Haley

Title: ~~CFO~~ Authorized Signatory

GLOSSARY OF TERMS

As used herein, the following terms shall have the meanings set forth beside them:

"Access Roads" is defined in Section 3.6.

"Agreement" means this Land Lease and Easement Agreement, as amended from time to time pursuant to the provisions hereof.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein.

"Commercial Operation" shall occur for the Facility when (i) Tenant has obtained all necessary licenses, permits and approvals under Applicable Law for the installation and operation of the Facility, (ii) the Facility is ready and able to generate and supply electricity to the Utility's distribution system, and (iii) the Utility has issued Permission to Operate for the Facility.

"Commercial Operation Date" is defined on Exhibit B.

"Construction Start Date" is defined on Exhibit B.

"County" means the County in the State in which the Facility is located.

"Decommissioning Period" is defined in Section 4.5.

"Default" is defined in Section 13.1.

"Development Period" is defined in Sections 4.1 and 4.2.

"Dispute" is defined in Section 14.1.

"Dual-Use Agricultural Operations" is defined in Section 2.2.

"Dual-Use Solar Facility" is defined in Section 2.2.

"Easement(s)" shall mean those rights of Tenant set forth in Section 3.

"Effective Date" has the meaning assigned to such term in the preamble.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement (other than Tax Attributes) pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time.

"Environmental Law" is defined in Section 11.5.

"Existing Encumbrances" mean the easements, liens and other matters of record approved by Tenant in its sole discretion and disclosed in the title commitment obtained by Tenant.

"Facility" means the solar powered electric generating facility, with or without a coupled battery energy storage system, and all related Solar Energy Generating Equipment and structures, and including but not limited to photovoltaic solar panels, mounting systems/canopies, inverters, transformers, integrators, equipment containers, energy storage, batteries, and electrical lines, cables and conduits required to generate, collect, distribute, store, and transmit electrical energy, and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, and other necessary and convenient equipment and appurtenances common to such a facility to be installed by Tenant on the Leased Premises in accordance with this Agreement.

"Financing Party" is defined in Section 12.1.

"Force Majeure Event" is defined in Section 17.1.

"Foreclosure Notice" is defined in Section 12.1.

"Governmental Authority" means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity, and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Indemnified Party" is defined in Section 9.1.

"Indemnifying Party" is defined in Section 9.1.

"Interconnection Easement" means the easement granted pursuant to Section 3.1(d).

"Interference" is defined in Section 11.2.

"Hazardous Material" is defined in Section 10.5.

"Landlord" is defined in the preamble.

"Landlord's Action" is defined in Section 11.2.

"Landlord Taxes" is defined in Section 8.1.

"Leased Premises" means the real property leased to Tenant pursuant to this Agreement, as described in Exhibit A-2, as such Exhibit may be amended pursuant to Section 4.2(d).

"Limited Construction Activities" means the specific construction activities undertaken by Tenant to preserve the Facility's eligibility for Environmental Attributes and/or Tax Attributes or such other activities which are approved by Landlord.

"Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and

expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Notice of Claim" is defined in Section 9.2.

"Operations Period" is defined in Section 4.3.

"Operations Period Commencement Date" is defined in Section 4.3.

"Parties" means Landlord and Tenant and "Party" means either Landlord or Tenant.

"Permitted Encumbrances" mean the Existing Encumbrances and any additional mortgages granted by Landlord in accordance with Section 11.3 hereof.

"Permitted Use" means the use of the Leased Premises for the purposes set forth in Section 2, including the development, installation, construction, interconnection, maintenance, operation, repair, replacement and decommissioning of the Facility, including any coupled or standalone energy storage device(s) and for the production, delivery and sale of electricity, capacity, and ancillary services, and Environmental Attributes produced by or associated with, the Facility, and any other lawful related purpose.

"Pre-Construction Phase" is defined in Section 4.2.

"Property" means the real property described in Exhibit A-1, attached hereto, which includes the Leased Premises and the Easements.

"Related Person" is defined in Section 9.6.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy generating facility.

"Rent" means the payments to be made in accordance with Section 5 and Exhibit B.

"Site" is defined in Section 3.1(a).

"Site Activities" is defined in Section 2.1.

"Solar Easement" is defined in Section 3.1(a).

"Solar Energy" is defined in Section 2.1(a).

"Solar Energy Generating Equipment" is defined in Section 2.1(c).

"Surrounding Property" means the Property and all adjacent real property owned or controlled by Landlord or any affiliates.

"Tax Attributes" means investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and/or operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation).

"Tenant" has the meaning assigned to such term in the preamble.

"Tenant Taxes" is defined in Section 8.1.

"Term" means all of the Development Period, the Operations Period (including any extensions thereof), and the Decommissioning Period, as such periods are described in Section 4.

"Utility" is defined in Section 3.3.

EXHIBIT A-1

Legal Description of the Property

Property located at 105 Old Post Road, Worthington, MA 01098, identified as Tax Parcels 407 0 96.1 and 407 0 96.6 and being described as follows:

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON LYING ON THE SOUTHERLY SIDELINE OF OLD POST ROAD, SITUATED IN THE TOWN OF WORTHINGTON, HAMPSHIRE COUNTY, MASSACHUSETTS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND IN THE SOUTHERLY LINE OF OLD POST ROAD AT THE MOST EASTERLY INTERSECTION OF LAND OF THOMAS L. BRISSON JR. AS DESCRIBED IN BOOK 10687 PAGE 239 AND LAND OF WALTER O. FRITTZ III AND REBECCA L. PICARD AS DESCRIBED IN BOOK 8599 PAGE 135, AND RUNNING:

THENCE, ALONG OLD POST ROAD, SOUTH 47°02'08" EAST, 402.91 FEET TO A POINT;

THENCE, LEAVING OLD POST ROAD AND ALONG OTHER LANDS OF THOMAS L. BRISSON JR., SOUTH 41°57'52" WEST, 330.00 FEET TO A POINT;

THENCE, SOUTH 47°01'21" EAST, 406.40 FEET TO A POINT;

THENCE, ALONG LAND OF JOHN S. & JUDITH A. TOBIN, SOUTH 49°15'33" EAST, 806.40 FEET TO A POINT;

THENCE SOUTH 49°15'33" EAST, 400.00 FEET TO A POINT;

THENCE, ALONG LAND OF GERAL R. & NANCY K. BLONDIN, SOUTH 40°44'27" WEST, 45.00 FEET TO A POINT;

THENCE SOUTH 49°15'33" EAST, 199.69 FEET TO A POINT;

THENCE, ALONG LAND OF SUSAN RUTH ASHER AND EVAN T. JOHNSON & KATHRYN A. EWALD, SOUTH 83°37'23" WEST, 1,347.22 FEET TO A POINT;

THENCE, ALONG OTHER LANDS OF THOMAS L. BRISSON, JR., NORTH 22°44'46" WEST, 163.11 FEET TO A POINT;

THENCE NORTH 7°57'55" WEST, 99.37 FEET TO A POINT;

THENCE NORTH 20°23'55" WEST, 312.77 FEET TO A POINT;

THENCE NORTH 6°56'21" EAST, 234.35 FEET TO A POINT;

THENCE NORTH 14°00'22" WEST, 193.10 FEET TO A POINT;

THENCE SOUTH 81°45'54" WEST, 257.43 FEET TO A POINT;

THENCE SOUTH 81°52'00" WEST, 265.12 FEET TO A POINT;

THENCE SOUTH 82°35'57" WEST, 546.57 FEET TO A POINT;

THENCE, ALONG LAND OF THE TOWN OF WORTHINGTON, NORTH 23°40'14" WEST, 1,008.61 FEET TO A POINT;

THENCE, ALONG OTHER LANDS OF THE TOWN OF WORTHINGTON AND LAND OF TIMOTHY H. DURGIN AND KATHY M. BELICEK NORTH 36°48'31" EAST, 1,048.65 FEET TO A POINT;

THENCE, ALONG LAND OF GABRIEL K. SHIPPEE, SOUTH 45°26'41" EAST, 119.14 FEET TO A POINT;

THENCE NORTH 44°33'19" EAST, 50.00 FEET TO A POINT;

THENCE, ALONG LAND OF KEITH DESJARDINS AND KENNETH A. & THERESA PEASE, SOUTH 45°26'41" EAST, 260.00 FEET TO A POINT;

THENCE, ALONG LAND OF JOSHUA DRAWE, SOUTH 47°02'13" EAST, 300.04 FEET TO A POINT;

THENCE, ALONG LAND OF ROBERT P. & PATRICIA A. GILBERT, SOUTH 46°52'13" EAST, 206.88 FEET TO A POINT;

THENCE, ALONG SAID LAND OF FRITZ & PICARD, SOUTH 57°08'49" WEST, 37.36 FEET TO A POINT;

THENCE SOUTH 21°44'10" EAST, 135.00 FEET TO A POINT;

THENCE NORTH 81°49'12" EAST, 280.00 FEET TO THE POINT OF BEGINNING.

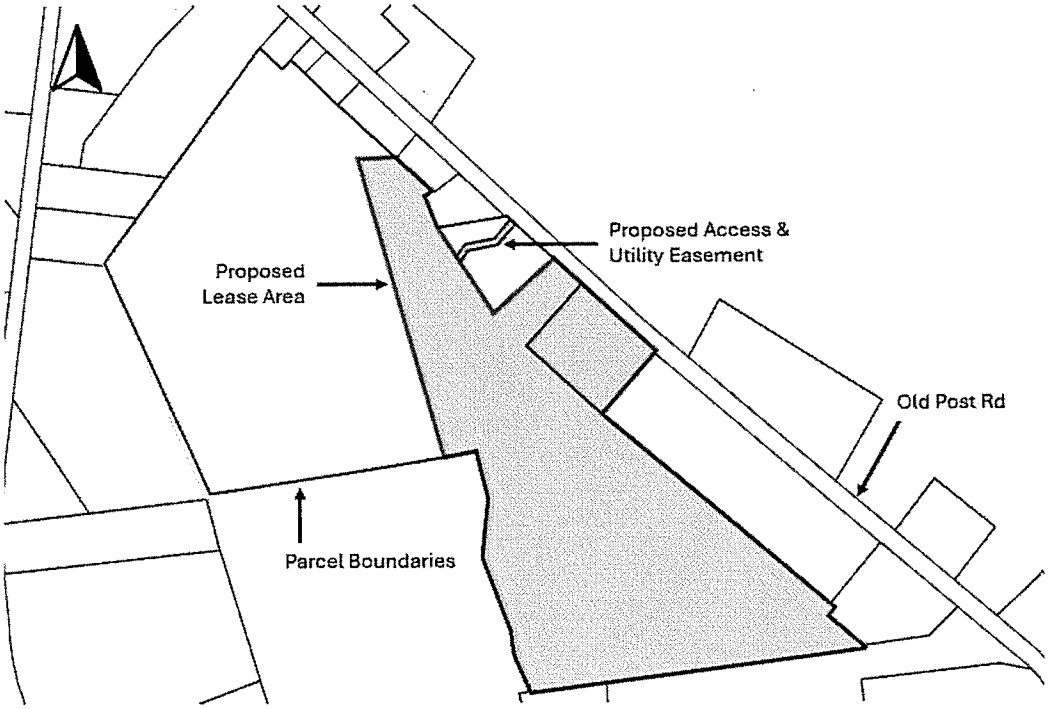
CONTAINING 3,071,002 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON MASS GRID COORDINATES - NAD 83 (2011 – MAINLAND).

For title see deed recorded in the Hampshire County Registry of Deeds in Book 10675 at Page 239.

EXHIBIT A-2

Description of Leased Premises



Tax Parcel: Map 407 Lot 96.1 Map 407 Lot 96.6 **Owners:** Thomas L. Brisson Jr. **Title Reference:** Book 10675, Page 239	105 Old Post Rd, Worthington, MA 01098	**Prepared By:** Ward Stream, LLC **Date:** 6/27/2025

The Parties agree to add to this Exhibit A-2 the legal description of the Leased Premises and Easements upon issuance of a plan pursuant to the Agreement.

EXHIBIT B

RENT PAYMENT SCHEDULE





Rent Payment Terms

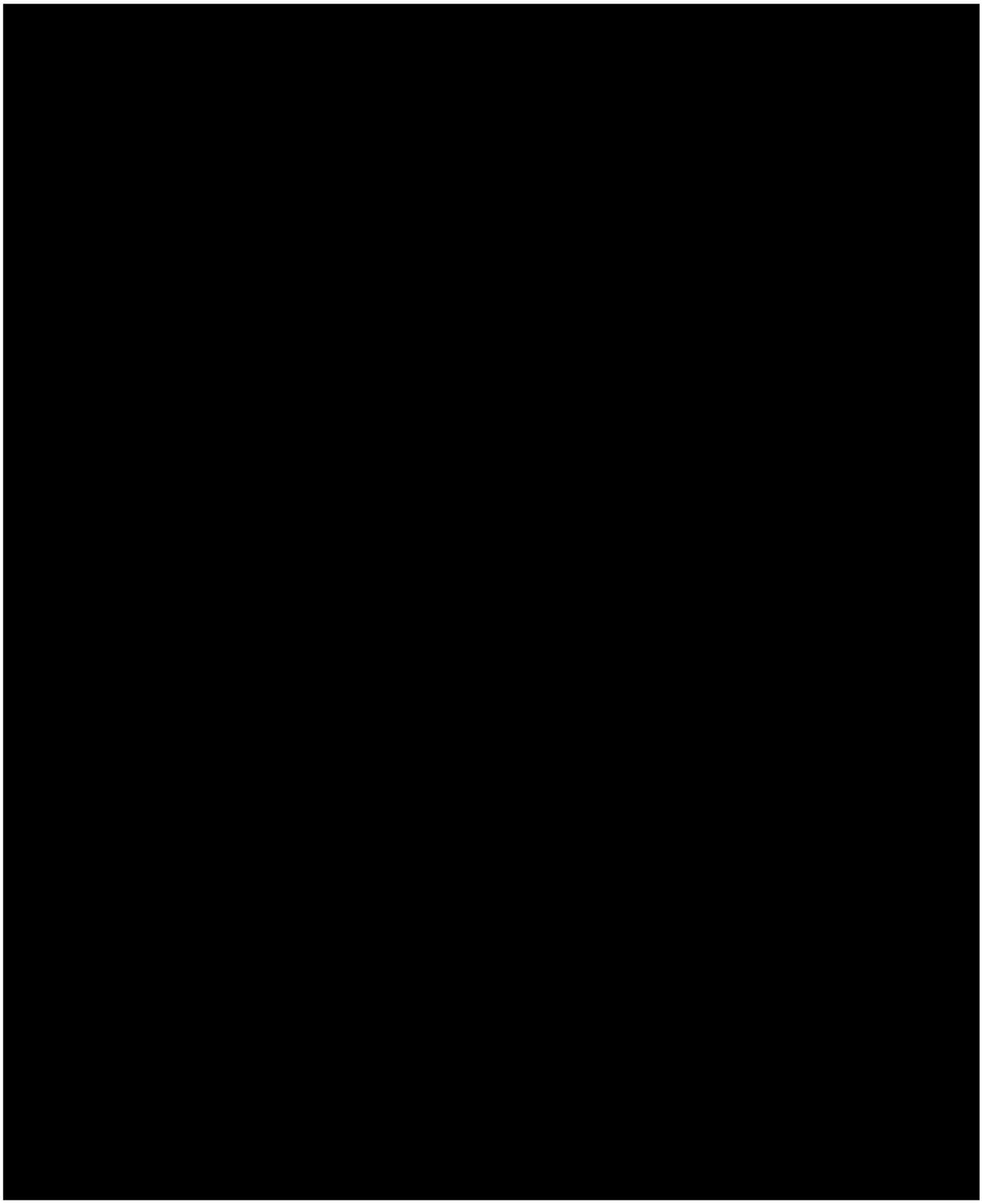




EXHIBIT C TO LEASE AGREEMENT

FORM OF MEMORANDUM OF LEASE/NOTICE OF LEASE

(To Be Attached)

After recording return to:
BlueWave
116 Huntington Avenue, Suite 601
Boston, MA 02116
Attn: Legal Department

NOTICE OF LEASE AND EASEMENTS

Property Address: 105 Old Post Road, Worthington, MA

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, as amended, notice is hereby given of the following described lease and easements:

Parties to the Land Lease and Easement Agreement (the "Lease"):

Landlord: Thomas L. Brisson, Jr.
[redacted] Old Post Road
Worthington, MA 01098

Tenant: Ward Stream, LLC
c/o BlueWave
116 Huntington Avenue, Suite 601
Boston, MA 02116
(and its successors and/or assigns)

Property Description: The real property located at 105 Old Post Road, Worthington, MA 01098 and identified as Tax Parcels 407 0 96.1 and 407 0 96.6 by the assessors' records of the locality in which such property is located, described on the attached Exhibit A-1 (the "Property"). For Landlord's title see deed recorded with the Hampshire County Registry of Deeds in Book 10675 at Page 239.

Description of Leased Premises: A portion of the Property as described on the attached Exhibit A-2 where a solar photovoltaic electric generating facility, converting solar radiation emitted from the sun into electrical energy, and collecting, storing, and transmitting the electrical energy so converted will be installed and accessed for the Term of the Lease (the "Leased Premises").

Date of Execution of the Lease: _____ (the "Effective Date").

Term of Lease:

The Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the Operations Period Commencement Date occurs, as defined in the Lease.

Decommissioning Period:

The Lease also contains the Decommissioning Period, which shall commence upon expiration of the Term and shall continue for a period of 180 days, provided that if such 180 day term begins or ends within the months of December, January, February, March, or April, the Decommissioning Period shall be extended to the next occurring July 31.

Easements.

(a) Under the Lease, Landlord granted the easements (the "Easements") to Tenant described in Exhibit B across and burdening the Property.

(b) Landlord's grant of Easements in the Lease shall commence on the Effective Date and end upon termination of the Term.

Ownership of the Facility.

Landlord shall have no right, title or interest in the Facility (as defined in the Lease) or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____, 2025.

LANDLORD:

_____
Thomas L. Brisson, Jr., an individual

STATE/COMMONWEALTH OF _____
_____ County, ss.

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named Thomas L. Brisson, Jr. proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose as his free act and deed.

_____
Notary Public
My Commission Expires:

TENANT:
WARD STREAM, LLC

By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared the above-named _____, Authorized Signatory of Ward Stream, LLC proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose as Authorized Signatory on behalf of Ward Stream, LLC as its free act and deed.

_____
Notary Public
My Commission Expires:

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

Property located at 105 Old Post Road, Worthington, MA 01098 and identified as Tax Parcels 407 0 96.1 and 407 0 96.6.

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON LYING ON THE SOUTHERLY SIDELINE OF OLD POST ROAD, SITUATED IN THE TOWN OF WORTHINGTON, HAMPSHIRE COUNTY, MASSACHUSETTS BOUNDED AND DESCRIBED AS FOLLOWS:

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THENCE, LEAVING OLD POST ROAD AND ALONG OTHER LANDS OF THOMAS L. BRISSON JR., SOUTH 41°57'52" WEST, 330.00 FEET TO A POINT;

THENCE, SOUTH 47°01'21" EAST, 406.40 FEET TO A POINT;

THENCE, ALONG LAND OF JOHN S. & JUDITH A. TOBIN, SOUTH 49°15'33" EAST, 806.40 FEET TO A POINT;

THENCE SOUTH 49°15'33" EAST, 400.00 FEET TO A POINT;

THENCE, ALONG LAND OF GERAL R. & NANCY K. BLONDIN, SOUTH 40°44'27" WEST, 45.00 FEET TO A POINT;

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THENCE, ALONG LAND OF GABRIEL K. SHIPPEE, SOUTH 45°26'41" EAST, 119.14 FEET TO A POINT;

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CONTAINING 3,071,002 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON MASS GRID COORDINATES - NAD 83 (2011 – MAINLAND).

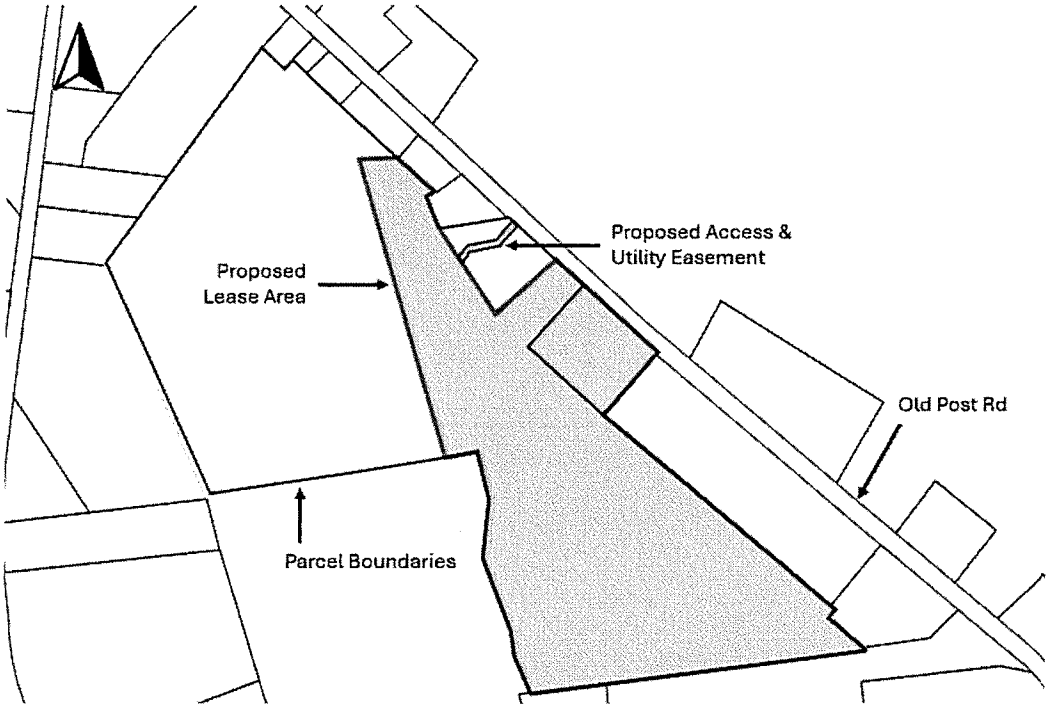
For title see deed recorded in the Hampshire County Registry of Deeds in Book 10675 at Page 239.

END OF DESCRIPTION

EXHIBIT A-2

LEASE AND EASEMENT AREA DESCRIPTION

The Leased Premises and Easement Area shall mean the portion of the Property generally outlined as follows:



Tax Parcel: Map 407 Lot 96.1 Map 407 Lot 96.6 **Owners:** Thomas L. Brisson Jr. **Title Reference:** Book 10675, Page 239	105 Old Post Rd, Worthington, MA 01098	**Prepared By:** Ward Stream, LLC **Date:** 6/27/2025

EXHIBIT B

3. GRANT OF EASEMENTS.

3.1 Landlord hereby grants, conveys and warrants to Tenant, and Tenant hereby accepts the following easements upon, over, across, under and burdening the Property and any Surrounding Property at all times during the Term:

(a) Solar Easement; Non-Obstruction. An exclusive easement pursuant to Applicable Law, on, over and across the Property and Surrounding Property for the purpose of ensuring access to direct sunlight to any solar panels on the Leased Premises and an exclusive easement prohibiting any obstruction of direct sunlight 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 Property and any Surrounding Property, together vertically through all space located above the surface of the 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 Property and Surrounding Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property and any Surrounding Property (collectively, the "Solar Easement");

(b) Operating Easement. An exclusive easement over the Property and any Surrounding Property for all activities occurring on the Leased Premises, in the Solar Easement, Access Easement or the Utility Easement necessary to develop and operate the Facility, including but not limited to, electromagnetic, audio, visual, view, light, noise, vibration, electrical, radio interference, or other effects attributable to the Facility or any Site Activities;

(c) Access Easement. An exclusive easement to access the Facility and the Leased Premises for equipment access and for vehicular and pedestrian ingress to and egress, from the Facility (whether located on the Property, on adjacent property or elsewhere) over and across the Property and Surrounding Property by means of roads and lanes thereon if existing or later constructed by Landlord, or otherwise by such route or routes as Tenant may construct from time to time, and which roads and lanes must connect to a public way, including over any areas specifically identified on Exhibit A-2 hereto ("Access Easement");

(d) Utility Easement. An exclusive easement to construct, install, operate, maintain, relocate, remove, repair electric service infrastructure, poles, towers, foundations, switchgear, cabinets, transformers, and other equipment necessary and convenient to interconnect the Facility to the local electric distribution system and for transmitting electric current and communications and intelligence, which may be overhead or underground, including over any areas specifically identified on Exhibit A-2 hereto ("Utility Easement"); and

(e) Vegetation Maintenance Easement. (i) An easement to enter upon the Property and trim and cut vegetation and trees along the access and utility easements which may overhang or interfere with such access and utility easements, and (ii) an easement to trim existing trees and vegetation on the Property that interfere with the Solar Easement from any angle upon,

across and over the Leased Premises. The easement granted in this subsection (e) shall be exercised after providing Landlord with at least five (5) Business Days prior written notice of the Tenant's need to enter the Property.

(f) Temporary Construction Easement. A non-exclusive easement to be located at a mutually acceptable location on a portion of the Property and Surrounding Property to be used for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles and temporary construction trailers, (iv) vehicular and pedestrian access and access for rigging and material handling, and (v) other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Facility. In the event that Tenant disturbs the surface of the Property or Surrounding Property in connection with the exercise of its rights under this easement, Tenant will, at its sole expense, restore the surface of such areas so-disturbed to substantially the same or better condition as existed prior to such disturbance, provided, however, that Tenant shall not be required to restore any vegetation.

(g) To the extent that Landlord holds or has the right to use any access, utility, transmission, water, stormwater or other easements, rights of way or licenses over lands in the general vicinity of the Property or the Surrounding Property (the "Landlord Easements") on or after the date of this Agreement, and such Landlord Easements are or could be used for the benefit of the Property, then the same are hereby included in this Agreement, and Tenant shall be entitled to use such Landlord Easements, if such use is permitted under Landlord Easements and provided that such use does not interfere with use of the same by Landlord or other parties having rights therein, and; provided that such use does not cause any claims against Landlord relating to Tenant's use thereof. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of Landlord Easements to run concurrently with the Term (or for such shorter period as provided in Landlord Easement).

(h) Other Easements. All other easements reasonably necessary to accomplish the activities permitted by this Agreement, including but not limited to the Permitted Uses and those activities described in Section 2. During the Development Period, the boundaries of the easements granted in Sections 3.1(c) and 3.1(d) may be determined by means of a plan or survey prepared by Tenant, and such plan or survey shall then define the easement locations. Exhibit A-2 shall be amended with such plan or survey.

3.2 Landlord's grant of easements in Section 3.1(a) through (e) shall commence on the Effective Date and continue throughout the Term and any extensions of the Term, and for the time necessary and convenient to perform any decommissioning, if such obligations extend beyond the Term. Landlord's grant of easement in Section 3.1(f) shall commence on the Effective Date and shall continue through the Construction Phase.

3.3 If required by the local electric utility ("Utility"), Landlord shall grant to the Utility an easement and right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Facility to the Utility electrical distribution system, the location of which will be determined by the Utility prior to the Commercial Operation Date. If required by the Utility, Landlord shall enter into a recordable easement instrument on the Utility's form.

3.4 All easements shall burden the Property and shall run with the land for the benefit of Tenant, its successors and assigns (including any Financing Parties and any other permitted assignees of Tenant's rights under the Agreement), and their respective agents, contractors, subcontractors and licensees.

Select Definitions:

"Surrounding Property" means the Property and all adjacent real property owned by Landlord or any Landlord affiliate.

A copy of the Lease is on file with the Tenant, at its address set forth on the first page hereof.

EXHIBIT D TO LEASE AGREEMENT

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____("Lender"), _____("Landlord"), and _____, ("Tenant").

W I T N E S S E T H

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments, substitutions and extensions thereof.

2. Lender agrees that the Lease will not trigger the due upon transfer clause of the Mortgage, or otherwise create an event of default under the Mortgage and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by

Landlord, the termination of the Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant and Lender agree that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender and Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.

9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant:

If to Landlord:

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT: BlueWave Origination, LLC

By:_____
Printed Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, Authorized Signatory of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose as Authorized Signatory on behalf of _____.

_____
Notary Public
My Commission Expires:

LANDLORD: Thomas L. Brisson, Jr.

By:_____
Printed Name:
Title:

STATE/COMMONWEALTH OF _____
_____ County, ss.

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, the _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of _____.

_____
Notary Public
My Commission Expires:

LENDER:

By:_____
Printed Name:
Title:

STATE/COMMONWEALTH OF _____
_____ County, ss.

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, the _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of _____.

_____
Notary Public
My Commission Expires:

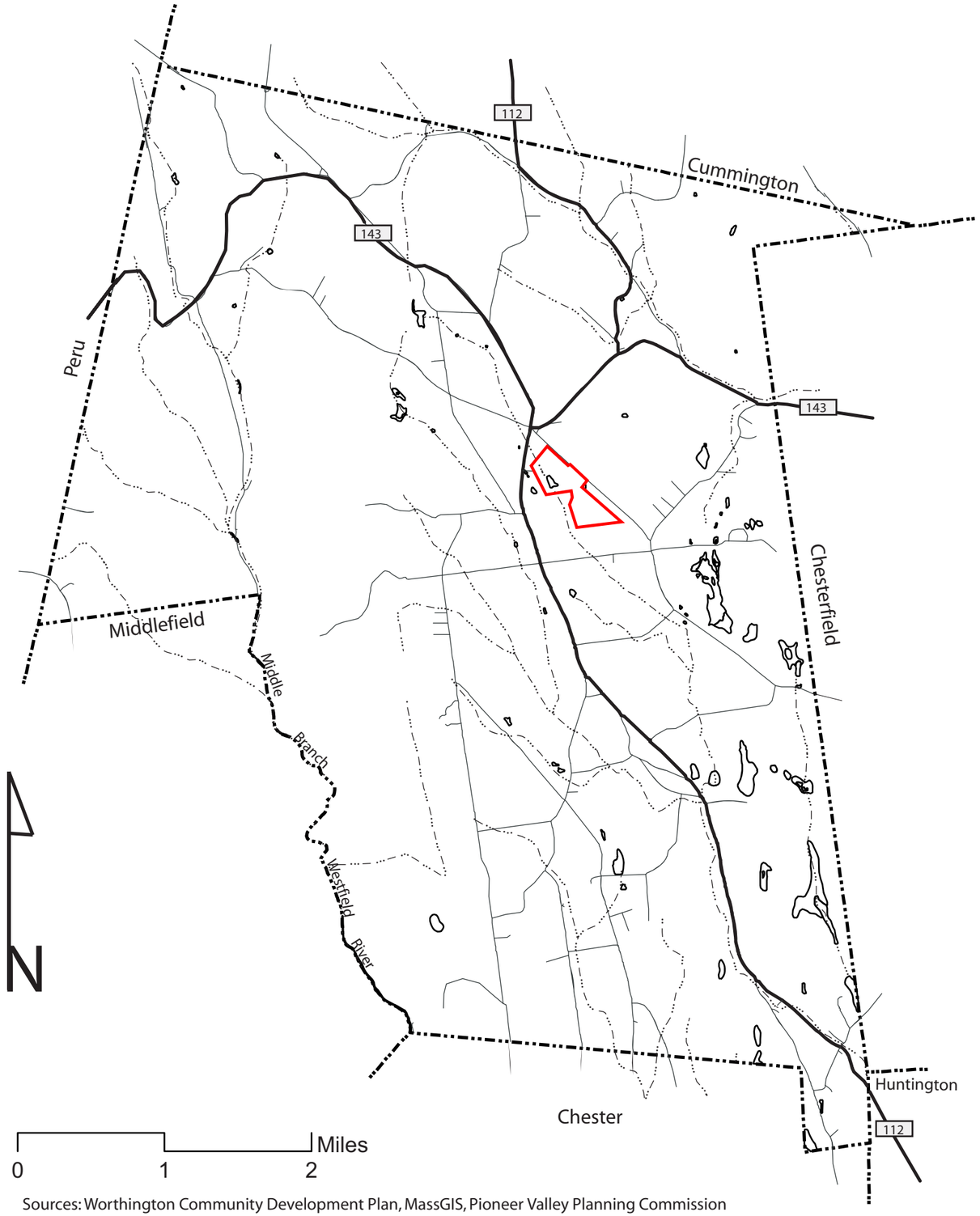
Appendix C Zoning Map

Zoning

All of Worthington is zoned Residential Agriculture.

The minimum lot size is two acres with a minimum 400-foot frontage requirement. This type of zoning promotes sprawl development and gives the town no ability to protect its scenic, cultural, historic, or natural resources.

The Executive Office of Environmental Affairs states that under these conditions Worthington could have a maximum build out of 6210 households. In 2004, there were 501 single-family homes in Worthington.



Sources: Worthington Community Development Plan, MassGIS, Pioneer Valley Planning Commission

Zoning Map



Approximate Site Parcel
Primary Roads
Secondary Roads
Town Boundary
Rivers
Ponds

Worthington, Massachusetts
2006 Open Space and Recreation Plan Update

Conway School of Landscape Design

John Bisbing - Janna Thompson - Ian Warner

March 2006

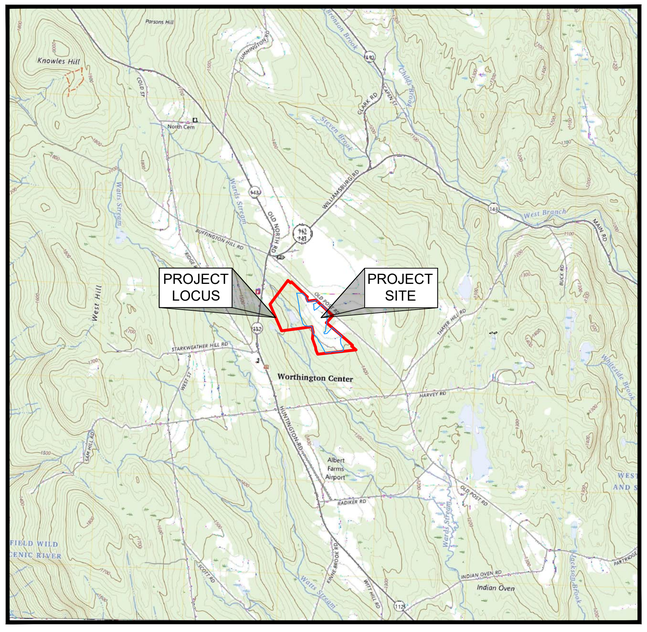
Note: This map is intended for planning purposes only.

Appendix D Issued for Permitting Plan Set

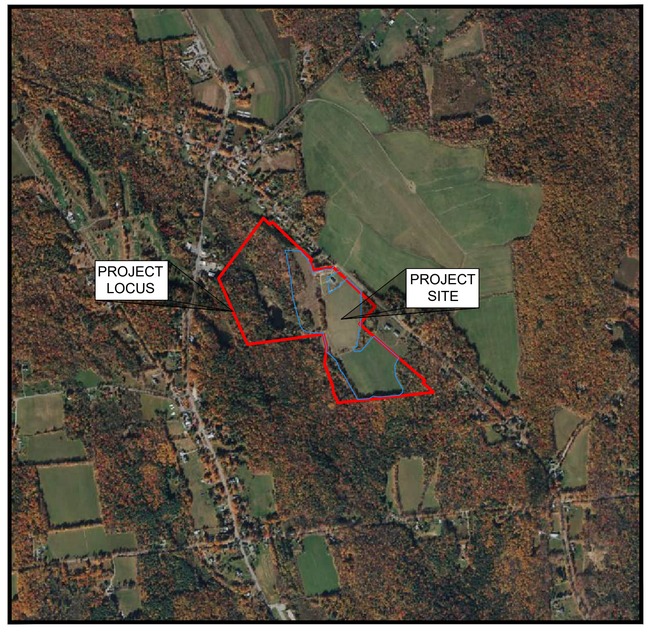
PROPRIETARY INFORMATION: THIS DRAWING IS THE PROPERTY OF WSP USA INC. AND IS NOT TO BE LOANED OR REPRODUCED IN ANY WAY WITHOUT THE PERMISSION OF WSP USA INC.

WARD STREAM, LLC

3 MW AC GROUND-MOUNT SOLAR PV DEVELOPMENT
105 OLD POST ROAD
WORTHINGTON, MA 01098
JANUARY 14, 2026
LAST REVISED SEPTEMBER 25, 2026
ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION



LOCUS MAP
1"=2500'



AERIAL IMAGE
1"=1000'

DRAWING INDEX

SHEET NUMBER	DRAWING TITLE	DRAWING NUMBER
	COVER SHEET	
1	CONSTRUCTION, EROSION AND SEDIMENTATION CONTROL NOTES	G-001
2	EXISTING CONDITIONS	V-101
3	DEMOLITION, GRADING, AND TREE CLEARING PLAN	C-101
4	PROPOSED CONDITIONS (OVERALL LAYOUT)	C-102
5	PROPOSED CONDITIONS (ENLARGED LAYOUT SHEET 1 OF 2)	C-103
6	PROPOSED CONDITIONS (ENLARGED LAYOUT SHEET 2 OF 2)	C-104
7	ACCESS ROAD TOPOGRAPHIC PROFILE ANALYSIS	C-105
8	SHADOW ANALYSIS OF PROPOSED CONDITIONS	C-106
9	DETAILS (SHEET 1 OF 2)	C-501
10	DETAILS (SHEET 2 OF 2)	C-502

DEVELOPED BY

WARD STREAM, LLC

116 HUNTINGTON AVE
BOSTON, MA 02116
T +1 617-209-3122
ASSETMGMT@BLUEWAVE.ENERGY

SITE PLAN REVIEW BY

TOWN OF WORTHINGTON
PLANNING BOARD
PO BOX 247; 160 HUNTINGTON ROAD
WORTHINGTON, MA 01098
T +1 413-238-5577
PLANNING@WORTHINGTONMA.US

PREPARED BY

COMMONWEALTH OF MASSACHUSETTS
OLIVIA CROSBY
CIVIL
No. 54915
PROFESSIONAL ENGINEER

09/25/2026

WSP USA INC.
100 APOLLO DRIVE SUITE 302
CHELMSFORD, MASSACHUSETTS 01824
T +1 978-692-9090
OLIVIA.CROSBY@WSP.COM

PROPERTY OWNER

THOMAS L. BRISSON JR.
105 OLD POST ROAD
WORTHINGTON, MA 01098

D:\BlueWave\US-EI-3562230437 - Old Post Rd Worthington\7.1 Permitting\Sheets\0 - Old Post Rd - G-000.dwg - G-000 - Sep. 24, 2026 3:23pm - USKS140856

MATERIAL SPECIFICATIONS AND PLACEMENT REQUIREMENTS:

1.1 ANGULAR ROCK FILL

ANGULAR ROCK FILL SHALL BE USED FOR THE CONSTRUCTION ENTRANCE AS SHOWN ON THE DRAWINGS, AND SHALL MEET THE GRADATION REQUIREMENTS LISTED BELOW.

U.S. STANDARD SIEVE	PERCENT PASSING
3 INCH	100
2 INCH	80 - 100
1 INCH	50 - 80
NO. 200	0 - 10

PRIOR TO USE, THE ANGULAR ROCK FILL SHALL BE TESTED FOR APPROVAL AS DESCRIBED IN SECTION 2.0 AND SHALL BE PLACED AS DESCRIBED IN SECTION 3.0.

1.2 DENSE GRADED CRUSHED STONE

DENSE GRADED CRUSHED STONE SHALL BE USED TO CONSTRUCT THE CRUSHED STONE ACCESS ROAD, AND SHALL MEET THE REQUIREMENTS OF A MATERIAL SUCH AS MASSDOT SPECIFICATION M2.01.7 CRUSHED STONE, OR APPROVED EQUAL. THIS MATERIAL SHALL BE PLACED AT A MINIMUM THICKNESS OF 6-INCHES AND SHALL BE IN DIRECT CONTACT WITH THE BALLAST BLOCKS. THIS MATERIAL SHALL CONSIST OF CLEAN, HARD, DURABLE CRUSHED ROCK OR CRUSHED GRAVEL STONE, FREE FROM LOAM AND CLAY AND DELETERIOUS MATERIAL AND NO MORE THAN 10 PERCENT PASSING THE U.S. NO. 200 SIEVE. THIS MATERIAL SHALL MEET THE FOLLOWING GRADATION:

SIEVE DESIGNATION	PERCENT PASSING
2-INCH	100
1.5-INCH	70-100
¾-INCH	50-85
NO. 4	30-55
NO. 50	8-24
NO. 200	3-10

PRIOR TO USE, THE DENSE GRADED CRUSHED STONE SHALL BE TESTED FOR APPROVAL AS DESCRIBED BELOW IN SECTION 2.0 AND SHALL BE PLACED AS DESCRIBED BELOW IN SECTION 3.0.

1.3 GRANULAR FILL MATERIAL

CLEAN GRANULAR FILL MAY BE USED FOR FILL OR GRADING MATERIAL. GRANULAR FILL SHALL CONSIST OF MASSDOT MATERIAL M1.03.0, GRAVEL BORROW, TYPE C, OR APPROVED EQUAL, AND MEET THE FOLLOWING GRADATION:

SIEVE DESIGNATION	PERCENT PASSING
2-INCH	100
½-INCH	50-85
NO. 4	40-75
NO. 50	8-28
NO. 200	0-10

PRIOR TO USE, THE GRANULAR FILL SHALL BE TESTED FOR APPROVAL AS DESCRIBED IN SECTION 2.0 AND SHALL BE PLACED AS DESCRIBED IN SECTION 3.0.

1.4 LOAM BORROW MATERIAL

THE LOAM BORROW SHALL CONFORM TO MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, DIVISION III - MATERIALS SPECIFICATIONS, SECTION M1.05.0 "LOAM BORROW". THE LOAM SHALL CONTAIN NOT LESS THAN 4% NOR MORE THAN 20% ORGANIC MATTER.

1.5 GEOTEXTILE FABRIC

FIBERS USED IN MANUFACTURING OF THE GEOTEXTILES SHALL CONSIST OF POLYPROPYLENE, POLYVINYL CHLORIDE, NYLON, POLYOLEFINS, POLYAMIDES, OR POLYESTER. THE FIBERS SHALL BE FORMED INTO A NETWORK SUCH THAT THE FILAMENTS OR YARNS RETAIN DIMENSIONAL STABILITY RELATIVE TO EACH OTHER, INCLUDING SELVAGES. THE GEOTEXTILE SHALL CONTAIN STABILIZERS AND/OR INHIBITORS TO MAKE THE FIBERS RESISTANT TO DETERIORATION RESULTING FROM EXPOSURE TO SUNLIGHT, WATER, OR HEAT. THE GEOTEXTILE SHALL BE FREE OF DEFECTS OR FLAWS WHICH WILL AFFECT ITS PHYSICAL PROPERTIES. PROVIDE A GEOTEXTILE MEETING THE PROPERTIES LISTED IN TABLE 1:

TABLE 1

REQUIRED PHYSICAL PROPERTIES OF GEOTEXTILE FABRIC

PROPERTY	TEST METHOD	NON-WOVEN	WOVEN
MASS PER UNIT AREA	D 5261	6	N/A
GRAB TENSILE STRENGTH (LBS)	D 4632	170	N/A
TENSILE STRENGTH (LBS/FT)	D 4595	N/A	7200
ELONGATION (%)	D 4632	50	N/A
PUNCTURE STRENGTH (LBS)	D 6241	435	N/A
TRAPEZOID TEAR (LBS)	D 4533	70	N/A
PERMITTIVITY (SEC^{-1})	D 4491	1.50	0.90
WATER FLOW RATE (GPM/FT^2)	D 4491	110	65
ULTRAVIOLET STABILITY (% FOR MIN 500 HRS)	D 4355	70	80
APPARENT OPENING SIZE (AOS) (STANDARD SIEVE)	D 4751	70	20

TABLE NOTES:

1. ALL NUMERICAL VALUES EXCEPT AOS AND ULTRAVIOLET STABILITY REPRESENT MINIMUM AVERAGE ROLL VALUES (MARV), IN THE WEAKER PRINCIPAL DIRECTION.
2. AOS VALUE IS A MAXIMUM AVERAGE ROLL VALUE OR MAXARV.
3. ULTRAVIOLET STABILITY IS MEASURED AS A MINIMUM AVERAGE PERCENTAGE.
4. SEE DETAILS ON DRAWING C-501 FOR LOCATIONS OF WOVEN AND NON-WOVEN GEOTEXTILES.

2.0 BORROW SOURCE TESTING REQUIREMENTS

PRIOR TO USE, BORROW SOURCE TESTING, INCLUDING GEOTECHNICAL CHARACTERIZATION REQUIREMENTS, SHALL BE CONDUCTED ON ALL SOIL MATERIALS PROPOSED FOR CONSTRUCTION AND SUBMITTED TO THE ENGINEER TO ASSESS CONFORMANCE TO MATERIAL SPECIFICATIONS.

3.0 MATERIAL PLACEMENT AND FIELD QUALITY CONTROL REQUIREMENTS

1. FILL MATERIAL SHALL NOT BE PLACED ON SURFACES THAT ARE MUDDY, FROZEN, OR CONTAIN FROST OR ICE.
2. SURFACES ON WHICH THE GEOTEXTILE WILL BE PLACED SHALL BE PREPARED TO A RELATIVELY SMOOTH SURFACE CONDITION. SURFACES SHALL BE FREE FROM OBSTRUCTION, DEBRIS, DEPRESSIONS, EROSION FEATURE, OR VEGETATION. ANY IRREGULARITIES SHALL BE REMOVED SO AS TO ENSURE CONTINUOUS, INTIMATE CONTACT OF THE GEOTEXTILE WITH THE SURFACE. ANY LOOSE MATERIAL, OR SOFT OR LOW DENSITY POCKETS OF MATERIAL, SHALL BE REMOVED, FILLED WITH SUITABLE SUBGRADE FILL, AND COMPACTED. EROSION FEATURES SUCH AS RILLS AND GULLIES MUST BE GRADED OUT OF THE SURFACE BEFORE GEOTEXTILE PLACEMENT.
3. AT THE TIME OF INSTALLATION, FABRIC SHALL BE REJECTED IF IT HAS DEFECTS, RIPS, HOLES, FLAWS, DETERIORATION OR DAMAGE INCURRED DURING MANUFACTURE, TRANSPORT OR STORAGE.
4. FABRIC SHALL LAY SMOOTH AND BE FREE OF TENSION, STRESS, FOLDS, WRINKLES, OR CREASES.
5. CRUSHED STONE FOR ACCESS ROADS SHALL BE PLACED IN MAXIMUM 6-INCH LOOSE LIFTS AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY (MODIFIED PROCTOR (ASTM D 1557)).
6. LOAM BORROW FOR STORMWATER INFILTRATION BEST MANAGEMENT PRACTICES (BMPS) SHALL BE PLACED IN MAXIMUM 6-INCH LOOSE LIFTS AND COMPACTED TO A MINIMUM OF 92% OF MAXIMUM DRY DENSITY (MODIFIED PROCTOR (ASTM D 1557)).

CONCEPTUAL CONSTRUCTION SEQUENCE:

1. ESTABLISHMENT OF LIMITS OF WORK;
2. PLACEMENT OF EROSION CONTROLS;
3. MINOR CLEARING AND GRUBBING AND SITE GRADING;
4. CONSTRUCTION OF ACCESS ROAD;
5. CONSTRUCTION OF THE SOLAR ARRAY AND APPURTENANT EQUIPMENT;
4. RESTORATION OF DISTURBED AREAS;
5. CONSTRUCTION OF STORMWATER INFILTRATION BMPS;
6. ERECTION OF THE PERIMETER FENCE; AND
7. FINAL STABILIZATION OF DISTURBED AREAS.

EROSION AND SEDIMENTATION CONTROL PLAN:

THIS PLAN HAS BEEN DEVELOPED TO PROVIDE A STRATEGY FOR CONTROLLING SOIL EROSION AND SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROPOSED PROJECT.

THIS PLAN IS BASED ON STANDARDS AND SPECIFICATIONS FOR EROSION PREVENTION IN DEVELOPING AREAS AS CONTAINED IN MASSACHUSETTS EROSION AND SEDIMENT CONTROL GUIDELINES FOR URBAN AND SUBURBAN AREAS, 2003.

GENERAL EROSION AND SEDIMENTATION CONSTRUCTION DETAIL NOTES:

DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO SCHEDULE EARTHWORK OPERATIONS SUCH THAT THE AREA OF EXPOSED AND DISTURBED SOIL IS MINIMIZED. CONSTRUCTION SHALL BE PHASED TO MINIMIZE THE AREA OF DISTURBED SOIL THAT IS EXPOSED AT ANY ONE TIME. UPGRADIENT STORM WATER DIVERSION AND DISPERSION MEASURES SHALL BE INSTALLED WHERE APPROPRIATE. ALL CUT AND FILL SLOPES SHALL BE STABILIZED UPON COMPLETION. THE FOLLOWING MEASURES WILL BE UNDERTAKEN TO PROVIDE MAXIMUM PROTECTION TO THE SOIL, WATER, AND ABUTTING LANDS:

PRIOR TO GRUBBING OR ANY EARTH MOVING OPERATION, SEDIMENT BARRIERS, OR OTHER APPROPRIATE PERIMETER CONTROL BMPS SHALL BE INSTALLED ACROSS THE SLOPE ON THE CONTOUR AT THE DOWNHILL LIMIT OF THE WORK AS PROTECTION AGAINST CONSTRUCTION RELATED EROSION. INSTALL ALL NECESSARY STORMWATER DIVERSIONS AND DISPERSION MEASURES.

1. PERMANENT SOIL STABILIZATION MEASURES FOR ALL SLOPES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN FOURTEEN CALENDAR DAYS AFTER FINAL GRADING HAS BEEN COMPLETED. WHEN IT IS NOT POSSIBLE OR PRACTICAL TO PERMANENTLY STABILIZE DISTURBED LAND, TEMPORARY EROSION CONTROL MEASURES SHALL BE IMPLEMENTED ON DISTURBED AREAS (INCLUDING STOCKPILES) WITHIN FOURTEEN CALENDAR DAYS OF EXPOSURE OF SOIL OR FORMATION OF PILES, UNLESS THESE AREAS ARE TO BE SUBSEQUENTLY SURFACED WITH PERMANENT STRUCTURES. ALL DISTURBED AREAS SHALL BE MULCHED FOR EROSION CONTROL UPON COMPLETION OF ROUGH GRADING.
2. ANY EXPOSED SLOPES 3:1 OR GREATER SHALL BE STABILIZED WITH EROSION CONTROL BLANKETS (NORTH AMERICAN GREEN C125BN OR APPROVED EQUAL) TO PREVENT EROSION DURING CONSTRUCTION AND TO FACILITATE REVEGETATION AFTER TOPSOILING AND SEEDING.
3. EXISTING TOPSOIL SHALL BE SAVED, STOCKPILED, AND REUSED AS MUCH AS POSSIBLE ON SITE. SEDIMENT BARRIER SHALL BE INSTALLED AT THE BASE OF STOCKPILES AT THE DOWNHILL LIMIT TO PROTECT AGAINST EROSION. STOCKPILES ANTICIPATED TO REMAIN FOR MORE THAN 14 CALENDAR DAYS SHALL BE STABILIZED BY SEEDING AND MULCHING UPON FORMATION OF THE PILES. UPGRADIENT OF THE STOCKPILES, STABILIZED DITCHES AND/OR BERMS SHALL BE CONSTRUCTED TO DIVERT STORMWATER RUNOFF AWAY FROM THE PILES.
4. INTERCEPTED SEDIMENT SHALL BE REMOVED WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SEDIMENT BARRIER, OR AS DIRECTED IN THE DRAWING DETAILS FOR OTHER BMPS, AND SHALL BE DEPOSITED IN AN AREA THAT SHALL NOT CONTRIBUTE TO SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED. ALL DAMAGED EROSION CONTROL DEVICES SHALL BE REPAIRED AND/OR REPLACED IMMEDIATELY. DEVICES NO LONGER SERVICEABLE DUE TO SEDIMENT ACCUMULATION SHALL ALSO BE REPAIRED AND/OR REPLACED AS REQUIRED.
5. ADDITIONAL EROSION CONTROL METHODS SHALL BE IMPLEMENTED IF CONSTRUCTION OCCURS BETWEEN NOVEMBER 1ST AND APRIL 15TH. ALL DISTURBED AREAS SHALL BE MINIMIZED TO THE EXTENT POSSIBLE. PRIOR TO FREEZING, ADDITIONAL EROSION CONTROL DEVICES SHALL BE INSTALLED AS APPROPRIATE. INSPECTION OF THESE EROSION CONTROL ITEMS SHALL BE FREQUENT, WITH PARTICULAR ATTENTION PAID TO WEATHER PREDICTIONS TO ENSURE THAT THESE MEASURES ARE PROPERLY IN PLACE TO HANDLE LARGE QUANTITIES OF RUNOFF RESULTING FROM HEAVY RAINS OR EXCESSIVE THAWS.
6. GENERAL EROSION AND SEDIMENTATION CONTROL ACTIONS SHALL BE EMPLOYED, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
   - MARK SOIL DISTURBANCE LIMITS
   - INSTALL SEDIMENT BARRIERS BEFORE DISTURBING ANY SOILS
   - DIVERT AND DISPERSE STORM WATER RUNOFF TO UNDISTURBED AREAS WHEREVER POSSIBLE
   - MULCH DISTURBED AREAS
   - PROTECT STEEP SLOPES
   - INSPECT AND REPAIR EROSION CONTROLS AND SEDIMENT BARRIERS

DUST CONTROL:

1. CONSTRUCTION ACTIVITIES SHALL BE SCHEDULED TO MINIMIZE THE AREA OF DISTURBED SOIL THAT IS EXPOSED AT ONE TIME.
2. DUST CONTROL SHALL BE USED ON CONSTRUCTION ROUTES AND OTHER DISTURBED AREAS SUBJECT TO SURFACE DUST MOVEMENT AND DUST BLOWING.
3. MAINTAIN DUST CONTROL MEASURES PROPERLY THROUGH DRY WEATHER PERIODS UNTIL ALL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED.
4. DUST CONTROL METHODS SHALL BE APPROVED BY THE ENGINEER AND MAY INCLUDE VEGETATIVE COVER, MULCH, SPRINKLING, AND BARRIERS.
5. VEGETATIVE COVER - FOR DISTURBED AREAS NOT SUBJECT TO TRAFFIC, VEGETATION PROVIDES THE MOST PRACTICAL METHOD OF DUST CONTROL.
6. MULCH - WHEN PROPERLY APPLIED, MULCH OFFERS A FAST, EFFECTIVE MEANS OF CONTROLLING DUST. SEE MANUFACTURER'S RECOMMENDATIONS OR THE MASSACHUSETTS EROSION AND SEDIMENT CONTROL GUIDELINES FOR URBAN AND SUBURBAN AREAS, 2003 FOR APPLICATION RATES.
7. SPRINKLING - EXPOSED SOILS MAY BE SPRINKLED UNTIL THE SURFACE IS WET. SPRINKLING IS ESPECIALLY EFFECTIVE FOR DUST CONTROL ON HAUL ROADS AND OTHER TRAFFIC ROUTES.
8. STONE - USED TO STABILIZE CONSTRUCTION ROADS.
9. BARRIERS - A BOARD FENCE, WIND FENCE, SEDIMENT FENCE, OR SIMILAR BARRIER CAN CONTROL AIR CURRENTS AND BLOWING SOIL. ALL OF THESE FENCES ARE NORMALLY CONSTRUCTED OF WOOD AND THEY PREVENT EROSION BY OBSTRUCTING THE WIND NEAR THE GROUND AND PREVENTING THE SOIL FROM BLOWING OFFSITE.

MONITORING PROGRAM:

1. EROSION AND SEDIMENTATION CONTROLS SHALL BE INSPECTED AT LEAST ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF 0.25 INCHES OR GREATER. DAILY RAINFALL SHALL BE MONITORED AND RECORDED BY THE CONTRACTOR. ALL STRUCTURES DAMAGED BY CONSTRUCTION EQUIPMENT, VANDALS, OR THE ELEMENTS SHALL BE REPAIRED OR REPLACED IMMEDIATELY, PRIOR TO CONTINUING THE CONSTRUCTION.
2. FOLLOWING THE FINAL SEEDING, THE SITE SHALL BE INSPECTED IN ACCORDANCE WITH THE SCHEDULE OUTLINED IN #1 ABOVE, TO ENSURE THAT THE VEGETATION HAS BEEN ESTABLISHED (90% COVER ACHIEVED). IN THE EVENT OF ANY UNSATISFACTORY GROWTH, RESEEDING WILL BE CARRIED OUT, WITH FOLLOW-UP INSPECTION.
3. AFTER THE CONSTRUCTION INSPECTOR HAS DETERMINED THAT THE PROJECT AREA HAS BEEN PERMANENTLY STABILIZED (90% COVER HAS BEEN ACHIVED OR NON-VEGETATED MEASURES HAVE BEEN IMPLEMENTED), THE CONTRACTOR SHALL REMOVE ALL SEDIMENT BARRIERS, TEMPORARY SEDIMENTATION CONTROL RISERS AND ANY OTHER TEMPORARY EROSION CONTROL MEASURES.

SEEDING AND REVEGETATION PLAN:

IMMEDIATELY FOLLOWING THE COMPLETION OF TREE CLEARING, ALL DISTURBED AREAS SHALL BE TREATED AS STATED BELOW IN ORDER TO MINIMIZE CONSTRUCTION-PERIOD EROSION.

APPLY SEED/TACKIFIER MIX ACCORDING TO THE FOLLOWING SPECIFICATIONS:

1. SEED: ERNST SEEDS QUICK EROSION CONTROL COVER MIX CONSISTING OF (% BY WEIGHT):
   - 50% LOLIUM MULTIFLORUM (ANNUAL RYEGRASS)
   - 50% LOLIUM PERENNE, 'BIGLEAGUE' (PERENNIAL RYEGRASS, 'BIGLEAGUE')

   1.1. SEEDING RATE: 50 LBS PER ACRE
2. TACKIFIER: GEOPERM BONDED FIBER MATRIX (OR APPROVED EQUAL) APPLIED PER MANUFACTURER SPECIFICATIONS.

UPON COMPLETION OF SITE CONSTRUCTION, ALL AREAS PREVIOUSLY DISTURBED WITHIN THE FENCED AREA SHALL BE TREATED AS STATED BELOW. THESE AREAS WILL BE CLOSELY MONITORED BY THE CONTRACTOR UNTIL SUCH TIME AS A SATISFACTORY GROWTH OF VEGETATION IS ESTABLISHED. SATISFACTORY GROWTH SHALL MEAN A MINIMUM OF 90% OF THE AREA IS VEGETATED WITH VIGOROUS GROWTH.

1. TOPSOIL WILL BE SPREAD OVER ALL DISTURBED AREAS TO BE REVEGETATED AND SHALL BE GRADED TO A UNIFORM DEPTH OF FOUR (4) TO SIX (6) INCHES.
2. APPLY SEED AS DIRECTED BY THE OWNER AND FARMER OF THE LAND TO MAINTAIN HAY PRODUCTION AND RESTORE SITE TO PRE-EXISTING CONDITIONS TO THE MAXIMUM EXTENT PRACTICABLE.
3. SEEDING METHODS MAY BE DRILL SEEDINGS, BROADCASTS AND ROLLED, CULTIPACKED, OR TRACKED WITH A SMALL TRACK PIECE OF CONSTRUCTION EQUIPMENT, OR HYDRO-SEEDING, WITH SUBSEQUENT TRACKING.
4. WATERING MAY BE REQUIRED DURING DRY PERIODS, THE CONTRACTOR MUST CONSULT SEED MANUFACTURER'S INSTRUCTIONS.
5. INSPECT SEEDED AREAS FOR FAILURE AND MAKE NECESSARY REPAIRS AND RESEED IMMEDIATELY.
6. ALL SEDIMENT CONTROL STRUCTURES LOCATED DOWN GRADIENT OF SOILS STABILIZED BY VEGETATIVE MEASURES SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED. ESTABLISHED MEANS A MINIMUM OF 90% OF THE AREA IS VEGETATED WITH VIGOROUS GROWTH.

UPON COMPLETION OF SITE CONSTRUCTION, ALL AREAS PREVIOUSLY DISTURBED OUTSIDE THE FENCED AREA SHALL BE TREATED AS STATED BELOW. THESE AREAS WILL BE CLOSELY MONITORED BY THE CONTRACTOR UNTIL SUCH TIME AS A SATISFACTORY GROWTH OF VEGETATION IS ESTABLISHED. SATISFACTORY GROWTH SHALL MEAN A MINIMUM OF 90% OF THE AREA IS VEGETATED WITH VIGOROUS GROWTH.

1. APPLY SEED AS DIRECTED BELOW:

   (APRIL 1ST THROUGH OCTOBER 1ST)
   - SEED DISTURBED AREAS TO MATCH EXISTING PASTURE MIX OF TIMOTHY HAY, ORCHARDGRASS, AND CLOVERS. CONTRACTOR MUST SUBMIT SEED MIX FOR APPROVAL.
   - APPLY WOOD FIBER MULCH AT A RATE OF 2,000 LBS PER ACRE FOR MAXIMUM MOISTURE RETENTION.
   - SEEDING SHALL HAVE A MINIMUM GERMINATION PERCENTAGE OF 85%.

   (NOVEMBER 1ST THROUGH DECEMBER 15TH)
   - SEED DISTURBED AREAS AT THE RATE OF 3 LBS PER 1,000 SQ. FT. OF WINTER RYE
   - APPLY HAY MULCH AT THE RATE OF 100 LBS PER 1,000 SQ. FT.

   (AFTER DECEMBER 15TH)
   - DO NOT SEED.
   - APPLY HAY MULCH AT THE RATE OF 100 LBS PER 1,000 SQ. FT.
2. SEEDING METHODS MAY BE DRILL SEEDINGS, BROADCASTS AND ROLLED, CULTIPACKED, OR TRACKED WITH A SMALL TRACK PIECE OF CONSTRUCTION EQUIPMENT, OR HYDRO-SEEDING, WITH SUBSEQUENT TRACKING.
3. WATERING MAY BE REQUIRED DURING DRY PERIODS CONSULT SEED MANUFACTURER'S INSTRUCTIONS.
4. INSPECT SEEDED AREAS FOR FAILURE AND MAKE NECESSARY REPAIRS AND RESEED IMMEDIATELY. CONDUCT A FOLLOW-UP SURVEY AFTER ONE YEAR AND RESEED WHERE NECESSARY.
5. ALL SEDIMENT CONTROL STRUCTURES LOCATED DOWN GRADIENT OF SOILS STABILIZED BY VEGETATIVE MEASURES SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED. ESTABLISHED MEANS A MINIMUM OF 70% OF THE AREA IS VEGETATED WITH VIGOROUS GROWTH.

AGRIVOLTAICS SPECIFICS:

1. CONTRACTORS SHALL BE TRAINED IN APPROPRIATE SAFETY MEASURES TO BE FOLLOWED ON SITE WHEN LIVESTOCK ARE PRESENT.
2. REMOVE TOPSOIL IN AREAS OF PROPOSED GRADING TO ACHIEVE REQUIRED RACKING SYSTEM SLOPES. STOCKPILE TOPSOIL SEPERATELY TO AVOID MIXING WITH OTHER SOILS AND INVERTING SOIL LAYERS. LOAM AND SEED DISTURBED AREAS WITH TEMPORARY SEEDING AND INSTALL INTERMEDIATE EROSION CONTROL MEASURES PARALLEL TO THE SLOPES IMMEDIATELY FOLLOWING COMPLETION OF GRADING.
3. TOPSOIL SHALL NOT BE MIXED WITH SUBGRADE MATERIALS. TOPSOIL SHALL NOT BE BURIED. NO TOPSOIL SHALL LEAVE THE SITE. CONTRACTOR SHALL EMPLOY BEST MANAGEMENT PRACTICES TO ENSURE NO INVERSION OF TOPSOIL AND PROVIDE DECOMPACTION FOR FUTURE SOIL PRESERVATION. APPLY NPK FERTILIZER AND LIMESTONE (EQUIVALENT TO 50% CALCIUM PLUS MAGNESIUM OXIDE) AT MANUFACTURER'S RECOMMENDED RATES. CALCITIC LIMESTONE IS ACCEPTABLE AS SOIL MAGNESIUM LEVELS ARE SUFFICIENT. FINE GRADE, LOAM DISTURBED AREAS AS NECESSARY AND SEED SITE FOLLOWING INSTALLATION OF PANELS. DISTURBED AREAS SHALL BE TREATED WITH SUFFICIENT TOPSOIL/LOAM TO PROMOTE VEGETATION GROWTH FOR STABILIZATION IN ACCORDANCE WITH THE NOTES IN THIS PLAN. DISTURBED AREAS SHALL BE RAKED AND SURFACE STONES LARGER THAN 6" SHALL BE REMOVED PRIOR TO PLACEMENT OF SEED.
4. REVEGETATION MEASURES WILL COMMENCE UPON COMPLETION OF CONSTRUCTION EXCEPT AS NOTED. ALL DISTURBED AREAS NOT OTHERWISE STABILIZED SHALL BE GRADED, SMOOTHED, AND PREPARED FOR FINAL SEEDING AS FOLLOWS. COMPACTION SHALL BE TESTED IN SEVERAL PORTIONS OF THE ARRAY AREA. ANY AREAS WHERE COMPACTION EXCEEDS 200 PSI SHALL RECEIVE THE BELOW TREATMENT:

   4.1. INTER-ROW AREAS SHALL BE DECOMPACTED TO A DEPTH OF 12", REMOVING STONES GREATER THAN 3" AND WOOD DEBRIS. ENSURE PROTECTIONS OF BURIED CONDUIT DURING DECOMPACTION.

   4.2. ANY TOPSOIL TO BE PLACED FOR REVEGETATION MEASURES (WHETHER SCREENED ON-SITE OR IMPORTED) SHALL HAVE A SANDY LOAM TEXTURE RELATIVELY FREE OF SUBSOIL MATERIAL, STONES, ROOTS, LUMPS OF SOIL, TREE LIMBS, TRASH OR CONSTRUCTION DEBRIS, AND SHALL BE PLACED TO A DEPTH OF FOUR (4) INCHES ON ALL LOAM AND SEED AREAS OR AS SPECIFIED ON THE DRAWINGS.

   4.3. APPLY FERTILIZER AND/OR LIMESTONE (EQUIVALENT TO 50% CALCIUM PLUS MAGNESIUM OXIDE) AT MANUFACTURER'S RECOMMENDED RATES.

   4.4. THE DESIGN MIXES FOR SEEDING SHALL BE IN ACCORDANCE WITH THE SEED MIX TABLES AS SHOWN IN THIS PLAN. THE SEED MIX SHALL BE INOCULATED WITHIN TWENTY-FOUR (24) HOURS, BEFORE MIXING AND PLANTING, WITH APPROPRIATE INOCULUM FOR EACH VARIETY. (ALTERNATIVE SEED MIXES SHALL BE APPROVED BY THE OWNER AND ENGINEER PRIOR TO CONSTRUCTION).

ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION

WSP USA INC.
100 APOLLO DRIVE, SUITE 302
CHELMSFORD MASSACHUSETTS 01824
TELEPHONE: (978) 692-9090
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WEB: WWW.WSP.COM

REVISION	DATE	ISSUE / REVISION DESCRIPTION	ISSUED	APPROVED
3	09/25/2026	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	KRS	OAC
2	06/10/2026	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	MRB	OAC
1	04/17/2026	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	MRB	OAC
0	01/14/2026	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	MRB	OAC

PROJECT: 3 MW AC GROUND-MOUNT SOLAR PV DEVELOPMENT
105 OLD POST RD
WORTHINGTON, MA 01098

TITLE: CONSTRUCTION, EROSION, AND SEDIMENTATION CONTROL NOTES

CLIENT: WARD STREAM, LLC

SEAL:

COMMONWEALTH OF MASSACHUSETTS
OLIVIA CROSBY CIVIL No. 54915
PROFESSIONAL ENGINEER
09/25/2026

DESIGNED BY:	DRAWN BY:
OAC	MRB
CHECKED BY:	SCALE:
APV	AS SHOWN

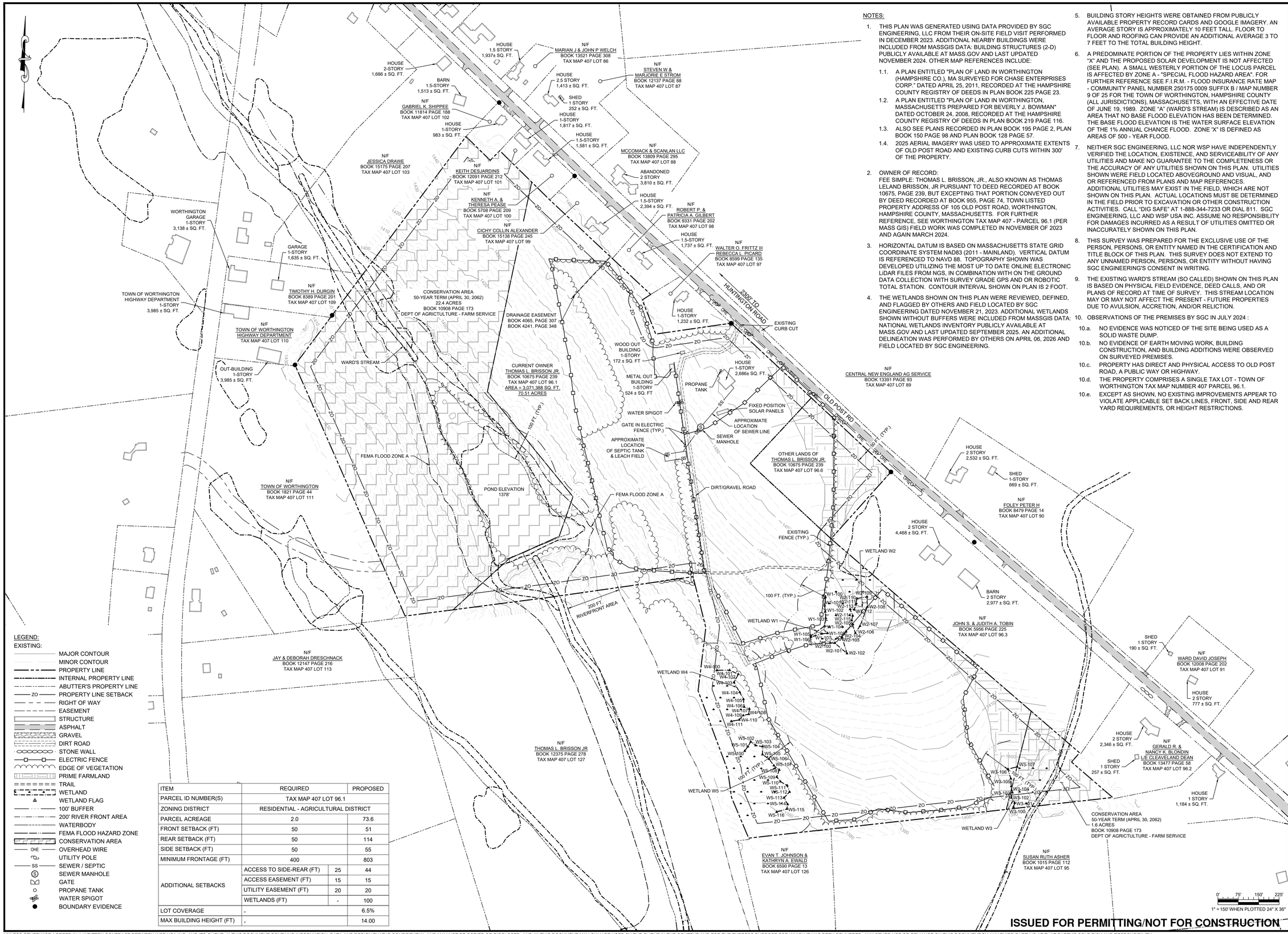
PROJECT NUMBER: US-EI-3652230437

DRAWING NUMBER: G-001

SHEET NUMBER: 1 OF 10

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D:\BlueWave\US-EI-3652230437 - Old Post Rd Worthington\7.1 Permitting\Sheets\1 - Old Post Rd - G-001.dwg - G-001 - Sep. 24, 2026 3:26pm - USKS140356



NOTES:

1. THIS PLAN WAS GENERATED USING DATA PROVIDED BY SGC ENGINEERING, LLC FROM THEIR ON-SITE FIELD VISIT PERFORMED IN DECEMBER 2023. ADDITIONAL NEARBY BUILDINGS WERE INCLUDED FROM MASSGIS DATA: BUILDING STRUCTURES (2-D) PUBLICLY AVAILABLE AT MASS.GOV AND LAST UPDATED NOVEMBER 2024. OTHER MAP REFERENCES INCLUDE:
   - 1.1. A PLAN ENTITLED "PLAN OF LAND IN WORTHINGTON (HAMPSHIRE CO.), MA SURVEYED FOR CHASE ENTERPRISES CORP." DATED APRIL 25, 2011, RECORDED AT THE HAMPSHIRE COUNTY REGISTRY OF DEEDS IN PLAN BOOK 225 PAGE 23.
   - 1.2. A PLAN ENTITLED "PLAN OF LAND IN WORTHINGTON, MASSACHUSETTS PREPARED FOR BEVERLY J. BOWMAN" DATED OCTOBER 24, 2008, RECORDED AT THE HAMPSHIRE COUNTY REGISTRY OF DEEDS IN PLAN BOOK 219 PAGE 116.
   - 1.3. ALSO SEE PLANS RECORDED IN PLAN BOOK 195 PAGE 2, PLAN BOOK 150 PAGE 98 AND PLAN BOOK 128 PAGE 57.
   - 1.4. 2025 AERIAL IMAGERY WAS USED TO APPROXIMATE EXTENTS OF OLD POST ROAD AND EXISTING CURB CUTS WITHIN 300' OF THE PROPERTY.
2. OWNER OF RECORD:
   FEE SIMPLE: THOMAS L. BRISSON, JR., ALSO KNOWN AS THOMAS LELAND BRISSON, JR PURSUANT TO DEED RECORDED AT BOOK 10675, PAGE 239, BUT EXCEPTING THAT PORTION CONVEYED OUT BY DEED RECORDED AT BOOK 955, PAGE 74, TOWN LISTED PROPERTY ADDRESS OF 105 OLD POST ROAD, WORTHINGTON, HAMPSHIRE COUNTY, MASSACHUSETTS. FOR FURTHER REFERENCE, SEE WORTHINGTON TAX MAP 407 - PARCEL 96.1 (PER MASS GIS) FIELD WORK WAS COMPLETED IN NOVEMBER OF 2023 AND AGAIN MARCH 2024.
3. HORIZONTAL DATUM IS BASED ON MASSACHUSETTS STATE GRID COORDINATE SYSTEM NAD83 (2011 - MAINLAND). VERTICAL DATUM IS REFERENCED TO NAVD 88. TOPOGRAPHY SHOWN WAS DEVELOPED UTILIZING THE MOST UP TO DATE ONLINE ELECTRONIC LiDAR FILES FROM NGS, IN COMBINATION WITH ON THE GROUND DATA COLLECTION WITH SURVEY GRADE GPS AND OR ROBOTIC TOTAL STATION. CONTOUR INTERVAL SHOWN ON PLAN IS 2 FOOT.
4. THE WETLANDS SHOWN ON THIS PLAN WERE REVIEWED, DEFINED, AND FLAGGED BY OTHERS AND FIELD LOCATED BY SGC ENGINEERING DATED NOVEMBER 21, 2023. ADDITIONAL WETLANDS SHOWN WITHOUT BUFFERS WERE INCLUDED FROM MASSGIS DATA: NATIONAL WETLANDS INVENTORY PUBLICLY AVAILABLE AT MASS.GOV AND LAST UPDATED SEPTEMBER 2025. AN ADDITIONAL DELINEATION WAS PERFORMED BY OTHERS ON APRIL 06, 2026 AND FIELD LOCATED BY SGC ENGINEERING.
5. BUILDING STORY HEIGHTS WERE OBTAINED FROM PUBLICLY AVAILABLE PROPERTY RECORD CARDS AND GOOGLE IMAGERY. AN AVERAGE STORY IS APPROXIMATELY 10 FEET TALL. FLOOR TO FLOOR AND ROOFING CAN PROVIDE AN ADDITIONAL AVERAGE 3 TO 7 FEET TO THE TOTAL BUILDING HEIGHT.
6. A PREDOMINATE PORTION OF THE PROPERTY LIES WITHIN ZONE "X" AND THE PROPOSED SOLAR DEVELOPMENT IS NOT AFFECTED (SEE PLAN). A SMALL WESTERLY PORTION OF THE LOCUS PARCEL IS AFFECTED BY ZONE A - "SPECIAL FLOOD HAZARD AREA". FOR FURTHER REFERENCE SEE F.I.R.M. - FLOOD INSURANCE RATE MAP - COMMUNITY PANEL NUMBER 250175 0009 SUFFIX B / MAP NUMBER 9 OF 25 FOR THE TOWN OF WORTHINGTON, HAMPSHIRE COUNTY (ALL JURISDICTIONS), MASSACHUSETTS, WITH AN EFFECTIVE DATE OF JUNE 19, 1989. ZONE "A" (WARD'S STREAM) IS DESCRIBED AS AN AREA THAT NO BASE FLOOD ELEVATION HAS BEEN DETERMINED. THE BASE FLOOD ELEVATION IS THE WATER SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD. ZONE "X" IS DEFINED AS AREAS OF 500 - YEAR FLOOD.
7. NEITHER SGC ENGINEERING, LLC NOR WSP HAVE INDEPENDENTLY VERIFIED THE LOCATION, EXISTENCE, AND SERVICEABILITY OF ANY UTILITIES AND MAKE NO GUARANTEE TO THE COMPLETENESS OR THE ACCURACY OF ANY UTILITIES SHOWN ON THIS PLAN. UTILITIES SHOWN WERE FIELD LOCATED ABOVEGROUND AND VISUAL, AND OR REFERENCED FROM PLANS AND MAP REFERENCES. ADDITIONAL UTILITIES MAY EXIST IN THE FIELD, WHICH ARE NOT SHOWN ON THIS PLAN. ACTUAL LOCATIONS MUST BE DETERMINED IN THE FIELD PRIOR TO EXCAVATION OR OTHER CONSTRUCTION ACTIVITIES. CALL "DIG SAFE" AT 1-888-344-7233 OR DIAL 811. SGC ENGINEERING, LLC AND WSP USA INC. ASSUME NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED OR INACCURATELY SHOWN ON THIS PLAN.
8. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATION AND TITLE BLOCK OF THIS PLAN. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT HAVING SGC ENGINEERING'S CONSENT IN WRITING.
9. THE EXISTING WARD'S STREAM (SO CALLED) SHOWN ON THIS PLAN IS BASED ON PHYSICAL FIELD EVIDENCE, DEED CALLS, AND OR PLANS OF RECORD AT TIME OF SURVEY. THIS STREAM LOCATION MAY OR MAY NOT AFFECT THE PRESENT - FUTURE PROPERTIES DUE TO AVULSION, ACCRETION, AND/OR RELICTION.
10. OBSERVATIONS OF THE PREMISES BY SGC IN JULY 2024 :
    - 10.a. NO EVIDENCE WAS NOTICED OF THE SITE BEING USED AS A SOLID WASTE DUMP.
    - 10.b. NO EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, AND BUILDING ADDITIONS WERE OBSERVED ON SURVEYED PREMISES.
    - 10.c. PROPERTY HAS DIRECT AND PHYSICAL ACCESS TO OLD POST ROAD, A PUBLIC WAY OR HIGHWAY.
    - 10.d. THE PROPERTY COMPRISES A SINGLE TAX LOT - TOWN OF WORTHINGTON TAX MAP NUMBER 407 PARCEL 96.1.
    - 10.e. EXCEPT AS SHOWN, NO EXISTING IMPROVEMENTS APPEAR TO VIOLATE APPLICABLE SET BACK LINES, FRONT, SIDE AND REAR YARD REQUIREMENTS, OR HEIGHT RESTRICTIONS.

LEGEND:

EXISTING:
- MAJOR CONTOUR
- MINOR CONTOUR
- PROPERTY LINE
- INTERNAL PROPERTY LINE
- ABUTTER'S PROPERTY LINE
- ZO — PROPERTY LINE SETBACK
- RIGHT OF WAY
- EASEMENT
- STRUCTURE
- ASPHALT
- GRAVEL
- DIRT ROAD
- STONE WALL
- ELECTRIC FENCE
- EDGE OF VEGETATION
- PRIME FARMLAND
- TRAIL
- WETLAND
- WETLAND FLAG
- 100' BUFFER
- 200' RIVER FRONT AREA
- WATERBODY
- FEMA FLOOD HAZARD ZONE
- CONSERVATION AREA
- OHE — OVERHEAD WIRE
- UTILITY POLE
- SS — SEWER / SEPTIC
- SEWER MANHOLE
- GATE
- PROPANE TANK
- WATER SPIGOT
- BOUNDARY EVIDENCE

ITEM	REQUIRED		PROPOSED
PARCEL ID NUMBER(S)	TAX MAP 407 LOT 96.1		
ZONING DISTRICT	RESIDENTIAL - AGRICULTURAL DISTRICT		
PARCEL ACREAGE	2.0		73.6
FRONT SETBACK (FT)	50		51
REAR SETBACK (FT)	50		114
SIDE SETBACK (FT)	50		55
MINIMUM FRONTAGE (FT)	400		803
ADDITIONAL SETBACKS	ACCESS TO SIDE-REAR (FT)	25	44
	ACCESS EASEMENT (FT)	15	15
	UTILITY EASEMENT (FT)	20	20
	WETLANDS (FT)	-	100
LOT COVERAGE	-		6.5%
MAX BUILDING HEIGHT (FT)	-		14.00

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WSP USA INC.
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0	01/14/2026	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	MRB	OAC

PROJECT:
3 MW AC GROUND-MOUNT SOLAR PV DEVELOPMENT
105 OLD POST RD
WORTHINGTON, MA 01098

TITLE:
EXISTING CONDITIONS

CLIENT:
WARD STREAM, LLC

SEAL:
COMMONWEALTH OF MASSACHUSETTS
OLIVIA CROSBY CIVIL No. 54915
PROFESSIONAL ENGINEER
09/25/2026

DESIGNED BY:	DRAWN BY:
OAC	MRB
CHECKED BY:	SCALE:
APV	AS SHOWN

PROJECT NUMBER: US-EI-3652230437

DRAWING NUMBER: **V-101**

SHEET NUMBER: **2 OF 10**

D:\Blue\Vault\US-EI-3652230437 - Old Post Rd Worthington\7.1 Permitting\Sheets\2 - Old Post Rd - V-101.dwg - V-101 - Sep 24, 2025 3:37pm - USKS140856

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NOTES:

1. EXISTING FENCE TO BE REMOVED WHERE SHOWN.
2. PORTIONS OF FENCE REMOVAL AND TREE CLEARING WITHIN THE WETLAND BUFFER SUBJECT TO CHANGE.
3. CONTOUR INTERVAL SHOWN ON THIS SHEET IS ONE FOOT.

LEGEND:

EXISTING:
- MAJOR CONTOUR
- MINOR CONTOUR
- PROPERTY LINE
- INTERNAL PROPERTY LINE
- ABUTTER'S PROPERTY LINE
- ZO — PROPERTY LINE SETBACK
- RIGHT OF WAY
- EASEMENT
- STRUCTURE
- ASPHALT
- GRAVEL
- DIRT ROAD
- STONE WALL
- ELECTRIC FENCE
- EDGE OF VEGETATION
- PRIME FARMLAND
- TRAIL
- WETLAND
- WETLAND FLAG
- 100' BUFFER
- 200' RIVER FRONT AREA
- WATERBODY
- FEMA FLOOD HAZARD ZONE
- CONSERVATION AREA
- OHE — OVERHEAD WIRE
- UTILITY POLE
- SS — SEWER / SEPTIC
- SEWER MANHOLE
- GATE
- PROPANE TANK
- WATER SPIGOT
- BOUNDARY EVIDENCE

PROPOSED:
- LOW — LIMIT OF WORK
- 1450 — MAJOR CONTOUR
- MINOR CONTOUR
- TC — TREE CLEARING
- DEMO — REMOVED EXISTING FENCE
- FIXED KNOT GAME FENCE (11, C-501)
- DOUBLE SWING GATE (10, C-501)
- OHE — OVERHEAD ELECTRIC
- SB — SEDIMENT BARRIER (5,6, C-501)
- EC — ELECTRICAL CONDUIT (1, C-501)
- PERMEABLE PAVEMENT (14, C-502)
- GRAVEL ACCESS ROAD (4, C-501)
- CONCRETE PAD (8, C-501)
- SOLAR PV ARRAY (9, C-501)
- UTILITY POLE
- SCREENING VEGETATION (12,13, C-501)

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PROJECT:
3 MW AC GROUND-MOUNT SOLAR PV DEVELOPMENT
105 OLD POST RD
WORTHINGTON, MA 01098

TITLE:
DEMOLITION, GRADING, AND TREE CLEARING PLAN

CLIENT:
WARD STREAM, LLC

SEAL:
COMMONWEALTH OF MASSACHUSETTS
OLIVIA CROSBY CIVIL No. 54915 PROFESSIONAL ENGINEER
09/25/2026

DESIGNED BY: OAC	DRAWN BY: MRB
CHECKED BY: APV	SCALE: AS SHOWN
PROJECT NUMBER:	US-EI-3652230437
DRAWING NUMBER:	C-101
SHEET NUMBER:	3 OF 10

1" = 100' WHEN PLOTTED 24" X 36"

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NOTES:

1. ELECTRICAL DESIGN, INCLUDING UTILITY POLES, PERFORMED BY OTHERS. ELECTRICAL EQUIPMENT AND COMPONENTS SHOWN TO ILLUSTRATE LOCATIONS ONLY. REFER TO ELECTRICAL DRAWINGS FOR DETAILED ELECTRICAL SYSTEM.
2. ALL AREAS WITHIN LIMIT OF DISTURBANCE TO BE SEEDED AS SPECIFIED IN THE SEEDING & REVEGETATION PLAN ON SHEET G-001.

C-103 EXTENTS

C-104 EXTENTS

LEGEND:

EXISTING:
- PROPERTY LINE
- INTERNAL PROPERTY LINE
- ABUTTER'S PROPERTY LINE
- ZO — PROPERTY LINE SETBACK
- RIGHT OF WAY
- EASEMENT
- STRUCTURE
- ASPHALT
- GRAVEL
- DIRT ROAD
- STONE WALL
- ELECTRIC FENCE
- EDGE OF VEGETATION
- PRIME FARMLAND
- WETLAND
- WETLAND FLAG
- 100' BUFFER
- 200' RIVER FRONT AREA
- WATERBODY
- FEMA FLOOD HAZARD ZONE
- CONSERVATION AREA
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- SS — SEWER / SEPTIC
- SEWER MANHOLE
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PROPOSED:
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- MINOR CONTOUR
- FIXED KNOT GAME FENCE (11, C-501)
- DOUBLE SWING GATE (10, C-501)
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- GRAVEL ACCESS ROAD (4, C-501)
- CONCRETE PAD (8, C-501)
- SOLAR PV ARRAY (9, C-501)
- UTILITY POLE
- SCREENING VEGETATION (12,13, C-501)

SYSTEM SIZE	3 MWAC
LIMIT OF WORK AREA (ACRES)	32.97
VEGETATION CLEARING AREA (ACRES)	0.39
FENCED AREA (ACRES)	28.94
TOTAL EXISTING IMPERVIOUS AREA (SQFT)	64,588
TOTAL PROPOSED IMPERVIOUS AREA (SQFT)	71,124
GRAVEL EQUIPMENT PAD AREA (SQFT)	4,790
WETLAND IMPACTS (SQFT)	1
EXISTING LAND USE	AGRICULTURAL
PROPOSED DUAL USE	AGRICULTURAL / INDUSTRIAL

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PROJECT: 3 MW AC GROUND-MOUNT SOLAR PV DEVELOPMENT
105 OLD POST RD
WORTHINGTON, MA 01098

TITLE: PROPOSED CONDITIONS (OVERALL LAYOUT)

CLIENT: WARD STREAM, LLC

SEAL: COMMONWEALTH OF MASSACHUSETTS — OLIVIA CROSBY CIVIL No. 54915 — PROFESSIONAL ENGINEER
09/25/2026

DESIGNED BY: OAC	DRAWN BY: MRB
CHECKED BY: APV	SCALE: AS SHOWN
PROJECT NUMBER:	US-EI-3652230437
DRAWING NUMBER:	C-102
SHEET NUMBER:	4 OF 10

1" = 100' WHEN PLOTTED 24" X 36"

ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION

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D:\BlueWaveUS-EI-3652230437 - Old Post Rd Worthington\7.1 Permitting\Sheets\3-5 - Old Post Rd - C-101-4.dwg - C-102 - Sep. 25, 2026 12:04pm - USKS140865

NOTES:

1. ELECTRICAL DESIGN, INCLUDING UTILITY POLES, PERFORMED BY OTHERS. ELECTRICAL EQUIPMENT AND COMPONENTS SHOWN TO ILLUSTRATE LOCATIONS ONLY. REFER TO ELECTRICAL DRAWINGS FOR DETAILED ELECTRICAL SYSTEM.
2. ALL AREAS WITHIN LIMIT OF DISTURBANCE TO BE SEEDED AS SPECIFIED IN THE SEEDING & REVEGETATION PLAN ON SHEET G-001.

LEGEND:

EXISTING:
- PROPERTY LINE
- INTERNAL PROPERTY LINE
- ABUTTER'S PROPERTY LINE
- PROPERTY LINE SETBACK
- RIGHT OF WAY
- EASEMENT
- STRUCTURE
- ASPHALT
- GRAVEL
- DIRT ROAD
- STONE WALL
- ELECTRIC FENCE
- EDGE OF VEGETATION
- PRIME FARMLAND
- WETLAND
- WETLAND FLAG
- 100' BUFFER
- 200' RIVER FRONT AREA
- WATERBODY
- FEMA FLOOD HAZARD ZONE
- CONSERVATION AREA
- OHE — OVERHEAD WIRE
- UTILITY POLE
- SS — SEWER / SEPTIC
- SEWER MANHOLE
- GATE
- PROPANE TANK
- WATER SPIGOT
- BOUNDARY EVIDENCE

PROPOSED:
- LOW — LIMIT OF WORK
- 1450 — MAJOR CONTOUR
- MINOR CONTOUR
- FIXED KNOT GAME FENCE (11, C-501)
- DOUBLE SWING GATE (10, C-501)
- OHE — OVERHEAD ELECTRIC
- SB — SEDIMENT BARRIER (5,6, C-501)
- EC — ELECTRICAL CONDUIT (1, C-501)
- PERMEABLE PAVEMENT (14, C-502)
- GRAVEL ACCESS ROAD (4, C-501)
- CONCRETE PAD (8, C-501)
- SOLAR PV ARRAY (9, C-501)
- UTILITY POLE
- SCREENING VEGETATION (12,13, C-501)

WSP USA INC.
100 APOLLO DRIVE, SUITE 302
CHELMSFORD MASSACHUSETTS 01824
TELEPHONE: (978) 692-9090
FAX: (978) 692-6633
WEB: WWW.WSP.COM

REVISION	DATE	ISSUE / REVISION DESCRIPTION	ISSUED	APPROVED
3	09/25/2026	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	KRS	OAC
2	06/10/2026	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	MRB	OAC
1	04/17/2026	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	MRB	OAC
0	01/14/2026	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	MRB	OAC

PROJECT:
3 MW AC GROUND-MOUNT SOLAR PV DEVELOPMENT
105 OLD POST RD
WORTHINGTON, MA 01098

TITLE:
PROPOSED CONDITIONS (ENLARGED LAYOUT SHEET 1 OF 2)

CLIENT:
WARD STREAM, LLC

SEAL:
COMMONWEALTH OF MASSACHUSETTS
OLIVIA CROSBY CIVIL No. 54915 PROFESSIONAL ENGINEER
09/25/2026

DESIGNED BY: OAC	DRAWN BY: MRB
CHECKED BY: APV	SCALE: AS SHOWN
PROJECT NUMBER:	US-EI-3652230437
DRAWING NUMBER:	C-103
SHEET NUMBER:	5 OF 10

1" = 50' WHEN PLOTTED 24" X 36"

ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION

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NOTES:

1. ELECTRICAL DESIGN, INCLUDING UTILITY POLES, PERFORMED BY OTHERS. ELECTRICAL EQUIPMENT AND COMPONENTS SHOWN TO ILLUSTRATE LOCATIONS ONLY. REFER TO ELECTRICAL DRAWINGS FOR DETAILED ELECTRICAL SYSTEM.
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LEGEND:

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- ZO — PROPERTY LINE SETBACK
- RIGHT OF WAY
- EASEMENT
- STRUCTURE
- ASPHALT
- GRAVEL
- DIRT ROAD
- STONE WALL
- ELECTRIC FENCE
- EDGE OF VEGETATION
- PRIME FARMLAND
- WETLAND
- WETLAND FLAG
- 100' BUFFER
- 200' RIVER FRONT AREA
- WATERBODY
- FEMA FLOOD HAZARD ZONE
- CONSERVATION AREA
- OHE — OVERHEAD WIRE
- UTILITY POLE
- SS — SEWER / SEPTIC
- SEWER MANHOLE
- GATE
- PROPANE TANK
- WATER SPIGOT
- BOUNDARY EVIDENCE

PROPOSED:
- LOW — LIMIT OF WORK
- 1450 — MAJOR CONTOUR
- MINOR CONTOUR
- FIXED KNOT GAME FENCE (11, C-501)
- DOUBLE SWING GATE (10, C-501)
- OHE — OVERHEAD ELECTRIC
- SB — SEDIMENT BARRIER (5,6 C-501)
- EC — ELECTRICAL CONDUIT (1, C-501)
- PERMEABLE PAVEMENT (14, C-502)
- GRAVEL ACCESS ROAD (4, C-501)
- CONCRETE PAD (8, C-501)
- SOLAR PV ARRAY (9, C-501)
- UTILITY POLE
- SCREENING VEGETATION (12,13 C-501)

11 C-501 FIXED KNOT GAME FENCE
16,17 C-502 DRY DETENTION BASIN
VEHICLE TURNAROUND & MAINTENANCE PARKING AREA
18 C-502 RIP-RAP APRON
8 C-501 BESS PAD
14 C-502 PERMEABLE PAVEMENT
BESS 100' OFFSET
SEDIMENT BARRIER WITH SILT FENCE WITHIN 100' WETLAND BUFFER TO BE PLACED TEMPORARILY DURING FENCE INSTALLATION / DEMOLITION
5,6 C-501 SEDIMENT BARRIER
SOLAR EQUIPMENT PADS (TRANSFORMER, SWITCHBOARD INVERTER) 8 C-501
1 SF WETLAND REPLICATION
VEGETATIVE SCREENING 12,13 C-501
11' (TYP.)
40' MIN.
18' (TYP.)
62'
66'
100 FT. (TYP.)
20'
44'

N/F
JOHN S. & JUDITH A. TOBIN
BOOK 5956 PAGE 225
TAX MAP 407 LOT 96.3

HOUSE
2 STORY
4,468 ± SQ. FT.

BARN
2 STORY
2,977 ± SQ. FT.

N/F
THOMAS L. BRISSON JR
BOOK 12375 PAGE 278
TAX MAP 407 LOT 127

N/F
EVAN T. JOHNSON & KATHRYN A. EWALD
BOOK 6590 PAGE 13
TAX MAP 407 LOT 126

N/F
SUSAN RUTH ASHER
BOOK 1015 PAGE 112
TAX MAP 407 LOT 95

CONSERVATION AREA
50-YEAR TERM (APRIL 30, 2062)
1.6 ACRES
BOOK 10908 PAGE 173
DEPT OF AGRICTULTURE - FARM SERVICE

WETLAND W1
WETLAND W2
WETLAND W3
WETLAND W4
WETLAND W5

0' 25' 50' 75'
1" = 50' WHEN PLOTTED 24" X 36"

ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION

WSP USA INC.
100 APOLLO DRIVE, SUITE 302
CHELMSFORD MASSACHUSETTS 01824
TELEPHONE: (978) 692-9090
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0	01/14/2026	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	MRB	OAC

PROJECT:
3 MW AC GROUND-MOUNT SOLAR PV DEVELOPMENT
105 OLD POST RD
WORTHINGTON, MA 01098

TITLE:
PROPOSED CONDITIONS (ENLARGED LAYOUT SHEET 2 OF 2)

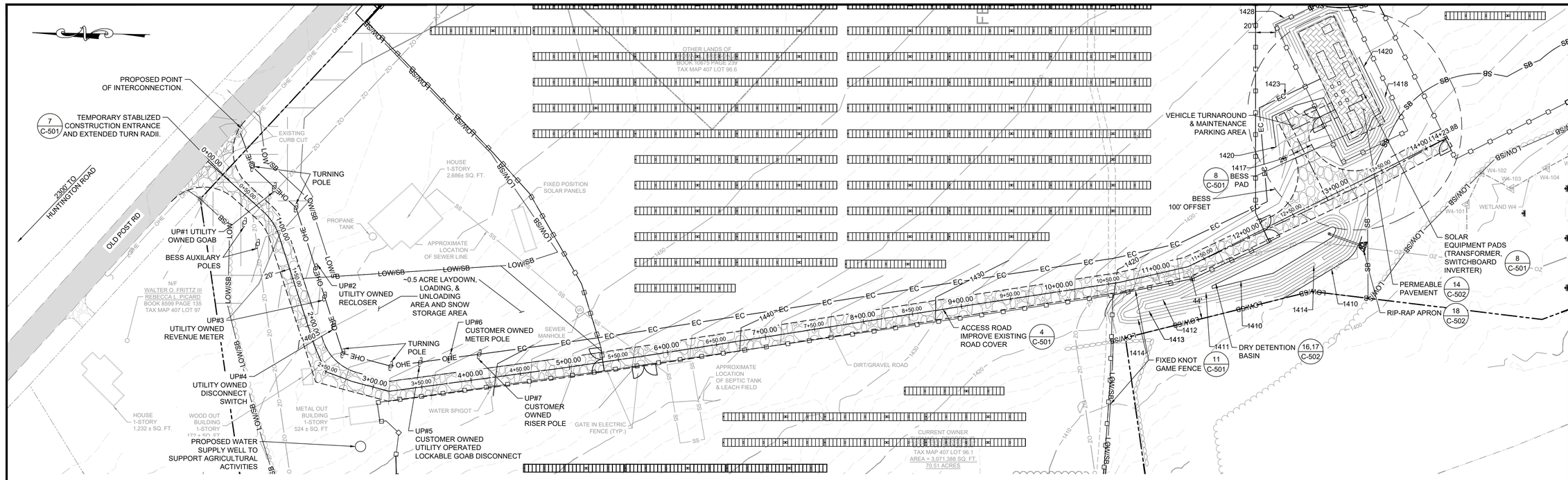
CLIENT:
WARD STREAM, LLC

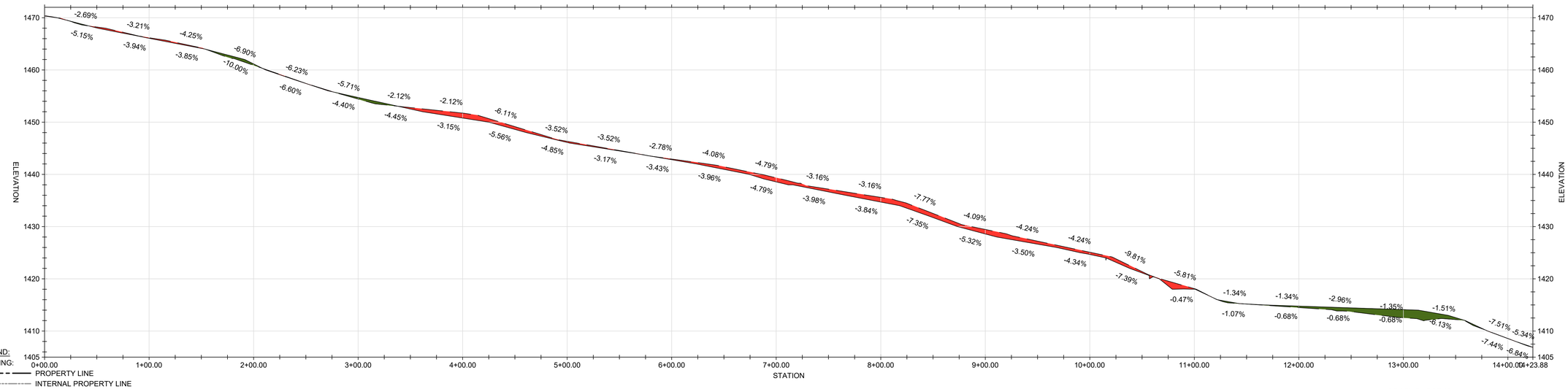
SEAL:
COMMONWEALTH OF MASSACHUSETTS
OLIVIA CROSBY
CIVIL
No. 54915
PROFESSIONAL ENGINEER
09/25/2026

DESIGNED BY: OAC	DRAWN BY: MRB
CHECKED BY: APV	SCALE: AS SHOWN
PROJECT NUMBER: US-EI-3652230437	
DRAWING NUMBER: **C-104**	
SHEET NUMBER: **6 OF 10**	

D:\Bluv\Vaveli\US-EI-3652230437 - Old Post Rd Worthington\7.1 Permitting\Sheets\3-6 - Old Post Rd - C-101-4.dwg - C-104 - Sep 25, 2026 12:25pm - USKG14N856

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- SEWER MANHOLE
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- BOUNDARY EVIDENCE

PROPOSED:
- LOW — LIMIT OF WORK
- 1450 — MAJOR CONTOUR
- MINOR CONTOUR
- FIXED KNOT GAME FENCE 11 C-501
- DOUBLE SWING GATE 10 C-501
- OHE — OVERHEAD ELECTRIC
- SB — SEDIMENT BARRIER 5,6 C-501
- EC — ELECTRICAL CONDUIT 1 C-501
- PERMEABLE PAVEMENT 14 C-502
- GRAVEL ACCESS ROAD 4 C-501
- CONCRETE PAD 8 C-501
- SOLAR PV ARRAY 9 C-501
- UTILITY POLE
- SCREENING VEGETATION 12,13 C-501

PROFILE LEGEND:
- 5.00% — EXISTING ELEVATION & SLOPE
- 5.00% — PROPOSED ELEVATION & SLOPE
- CUT AREA
- FILL AREA

NOTES:
1. ELECTRICAL DESIGN, INCLUDING UTILITY POLES, PERFORMED BY OTHERS. ELECTRICAL EQUIPMENT AND COMPONENTS SHOWN TO ILLUSTRATE LOCATIONS ONLY. REFER TO ELECTRICAL DRAWINGS FOR DETAILED ELECTRICAL SYSTEM.
2. ALL AREAS WITHIN LIMIT OF DISTURBANCE TO BE SEEDED AS SPECIFIED IN THE SEEDING & REVEGETATION PLAN ON SHEET G-001.
3. THE TOTAL GRADING CUT VOLUME IS 1,968.1 CUBIC YARDS. THE TOTAL GRADING FILL VOLUME IS 1,124.1 CUBIC YARDS. THE GRADING OF THE ACCESS ROAD, EQUIPMENT PAD AREAS, AND STORMWATER BMPS WILL RESULT IN A NET CUT VOLUME OF 844.6 CUBIC YARDS WHICH CAN BE DISPERSED ACROSS THE SITE AT OWNER'S DIRECTION.

0' 25' 50' 75'
1" = 50' WHEN PLOTTED 24" X 36"

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TELEPHONE: (978) 692-9090
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PROJECT:
3 MW AC GROUND-MOUNT SOLAR PV DEVELOPMENT
105 OLD POST RD
WORTHINGTON, MA 01098

TITLE:
ACCESS ROAD TOPOGRAPHIC PROFILE ANALYSIS

CLIENT:
WARD STREAM, LLC

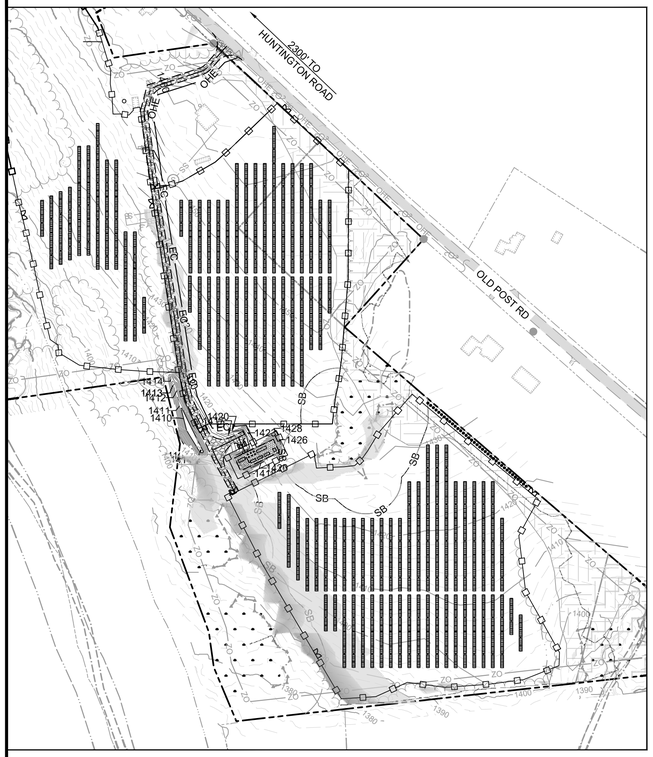
SEAL:
COMMONWEALTH OF MASSACHUSETTS
OLIVIA CROSBY
CIVIL
No. 54915
PROFESSIONAL ENGINEER
09/25/2026

DESIGNED BY: OAC	DRAWN BY: MRB
CHECKED BY: APV	SCALE: AS SHOWN
PROJECT NUMBER: US-EI-3652230437	
DRAWING NUMBER: **C-105**	
SHEET NUMBER: **7 OF 10**	

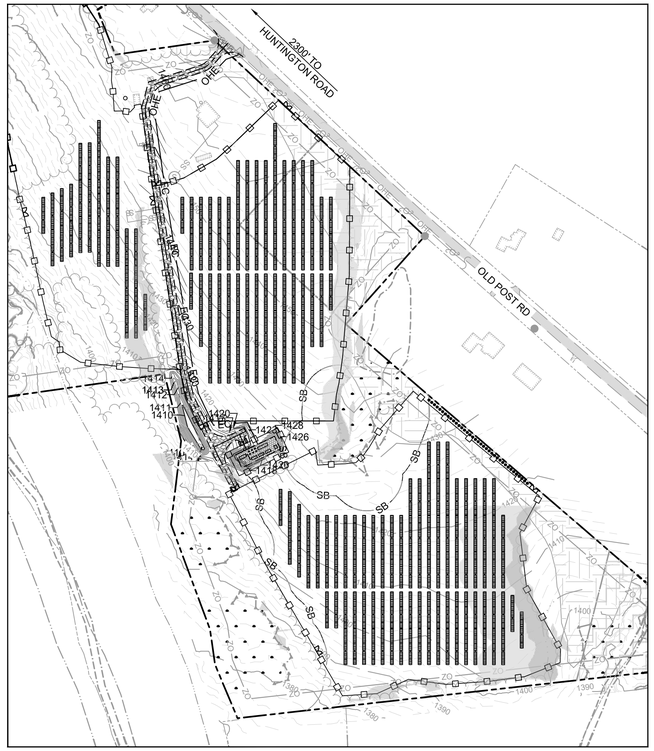
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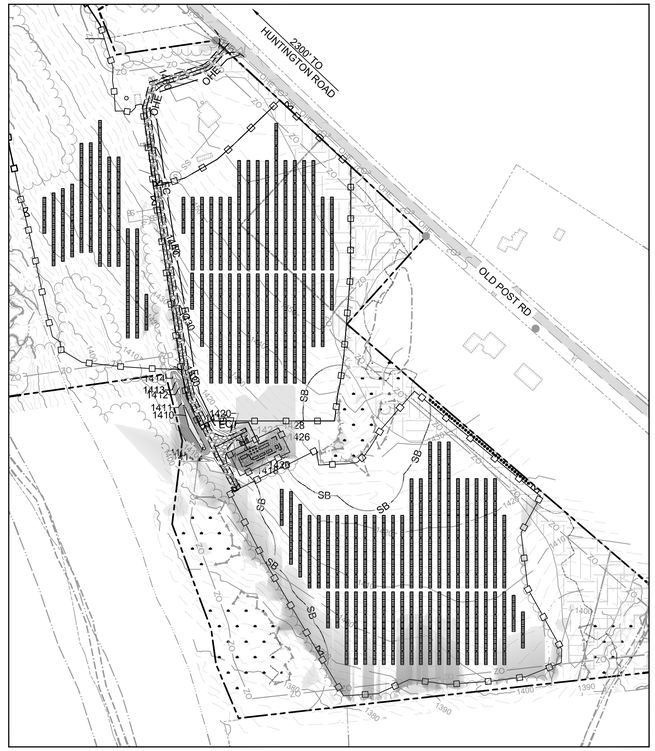
WEST



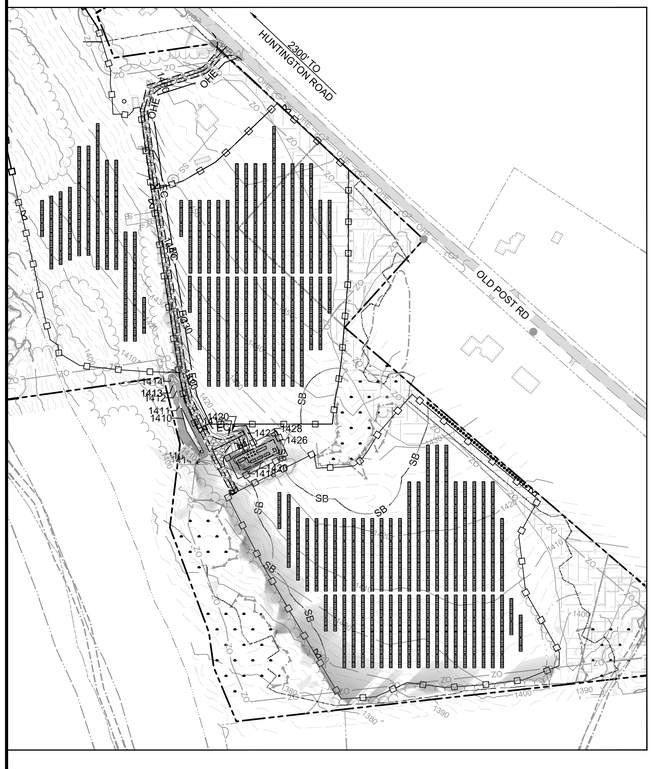
EAST



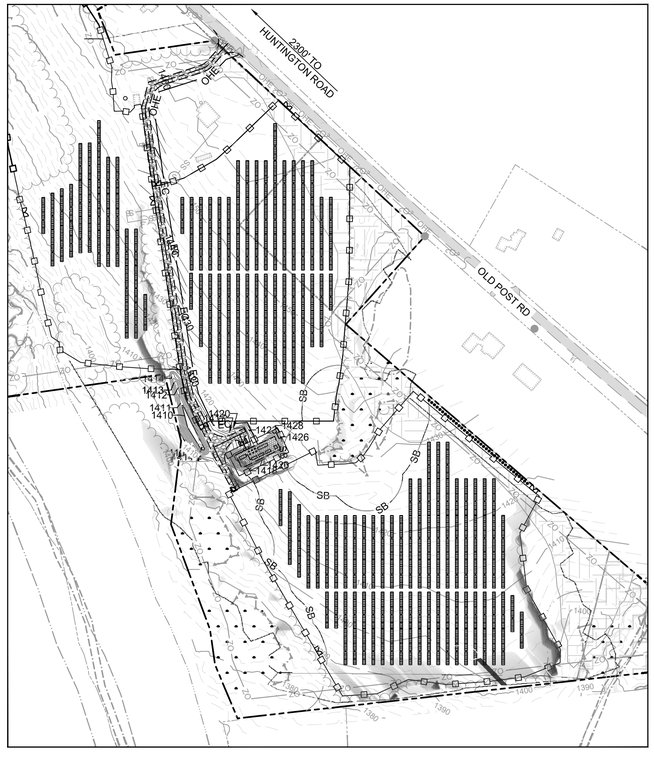
SOUTH



NORTHWEST & SOUTHWEST



NORTHEAST & SOUTHEAST



TREE HEIGHTS



LEGEND:

EXISTING:
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- GRAVEL ACCESS ROAD
- CONCRETE PAD
- SOLAR PV ARRAY
- UTILITY POLE
- SCREENING VEGETATION

SWATCH	TREE HEIGHT (FT)
	55 - 60
	60 - 65
	65 - 70
	70 - 75
	75 - 80
	80 - 85
	85 - 90
	90 - 95
	95-100

0' 100' 200' 300'
1" = 200' WHEN PLOTTED 24" X 36"

ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION

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CHELMSFORD MASSACHUSETTS 01824
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PROJECT:
3 MW AC GROUND-MOUNT SOLAR PV DEVELOPMENT
105 OLD POST RD
WORTHINGTON, MA 01098

TITLE:
SHADOW ANALYSIS OVER PROPOSED CONDITIONS

CLIENT:
WARD STREAM, LLC

SEAL:
COMMONWEALTH OF MASSACHUSETTS
OLIVIA CROSBY
CIVIL
No. 54915
PROFESSIONAL ENGINEER
09/25/2026

DESIGNED BY:	DRAWN BY:
OAC	MRB
CHECKED BY:	SCALE:
APV	AS SHOWN

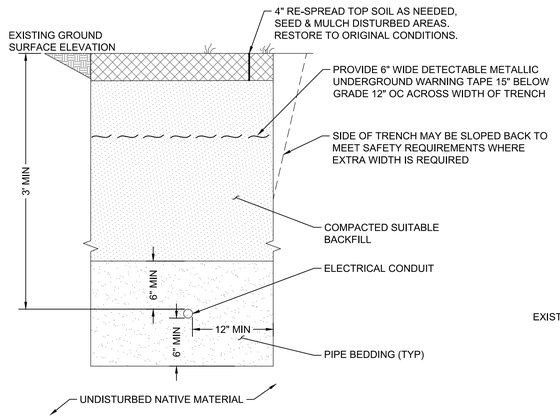
PROJECT NUMBER: US-EI-3652230437

DRAWING NUMBER: **C-106**

SHEET NUMBER: **8 OF 10**

D:\BlueWave\US-EI-3652230437 - Old Post Rd Worthington\7. 1 Permitting\Sheets\8 - Old Post Rd - C-106 SHADOW-ANALYSIS.dwg - SHADOW - Sep. 24, 2026 4:16pm - USKS140856

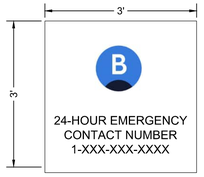
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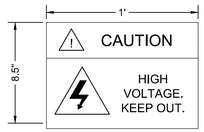
NOTE(S):

1. DETAIL SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. ELECTRICAL ENGINEER TO CONFIRM REGULATORY AND CODE COMPLIANCE.

TYPICAL ELECTRICAL CONDUIT UTILITY TRENCH 1
NOT TO SCALE



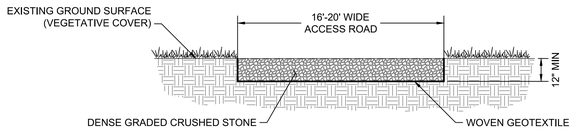
TYPICAL ENTRANCE SIGN 2
NOT TO SCALE



NOTES:

1. PLACE ALONG PERIMETER FENCING AT AN INTERVAL NO LESS THAN 100 FEET.
2. DETAIL SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. DESIGN TO BE FINALIZED AT LATER DATE.

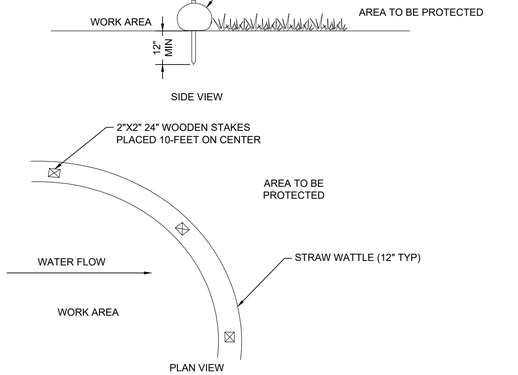
HIGH VOLTAGE SIGN 3
NOT TO SCALE



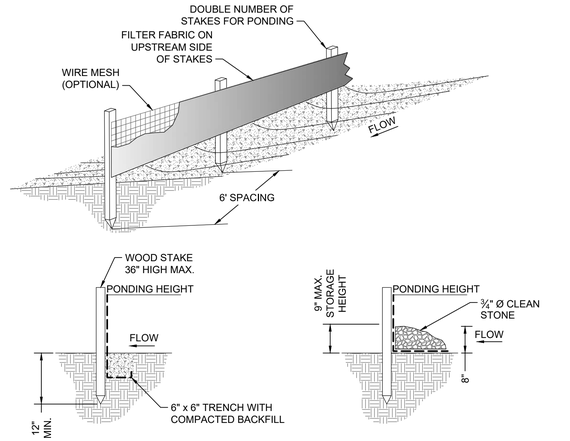
NOTE(S):

1. ACCESS ROAD TO BE CONSTRUCTED OF A MINIMUM 12" OF DENSE GRADED CRUSHED STONE.
2. WOVEN GEOTEXTILE TO BE PLACED BETWEEN THE GROUND SURFACE AND THE CRUSHED STONE.
3. CRUSHED STONE SHALL BE COMPACTED TO A FIRM AND NON-YIELDING CONDITION.

FLUSH CRUSHED STONE ACCESS ROAD 4
NOT TO SCALE



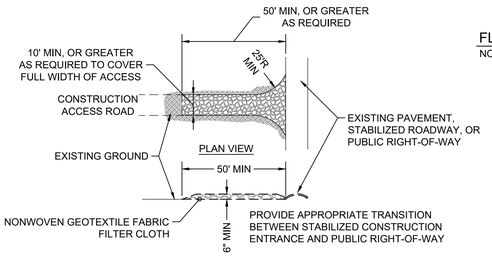
SEDIMENT BARRIER - STRAW WATTLE 5
NOT TO SCALE



NOTE(S):

1. PREFABRICATED SILT FENCE MUST BE INSTALLED PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. THE FENCE SHALL BE ANCHORED TO RESIST PULL-OUT, AND BE STRETCHED TIGHTLY BETWEEN STAKES TO PREVENT SAGGING.
3. A 6-INCH WIDE AND 6-INCH DEEP TRENCH SHALL BE EXCAVATED UPGRADIENT OF THE FENCE LINE TO KEY THE "FLAP" OF THE FABRIC. THE TRENCH SHALL BE BACKFILLED AND COMPACTED.
4. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED BY WRAPPING END STAKES TOGETHER.
5. IN AREAS WHERE THE FLAP CANNOT BE KEYED PROPERLY (DUE TO FROZEN GROUND, BEDROCK, STONY SOIL, ROOTS NEAR A PROTECTED NATURAL RESOURCE, ETC.) THE SILT FENCE SHALL BE ANCHORED WITH AGGREGATE, CRUSHED STONE, EROSION CONTROL MIX, OR OTHER MATERIAL.

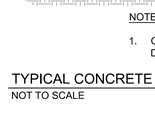
SEDIMENT BARRIER - SILT FENCE 6
NOT TO SCALE



NOTE(S):

1. STONE TO BE 1"-3" STONE, RECLAIMED STONE, OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - AS REQUIRED, BUT NOT LESS THAN 50 FT.
3. THICKNESS - NOT LESS THAN SIX (6) INCHES.
4. WIDTH - TEN (10) FT. MIN, BUT NOT LESS THAN THE FULL TRAVELED WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. FILTER CLOTH - SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCE SHALL BE PIPED ACROSS OR BENEATH THE ENTRANCE.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. IF WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

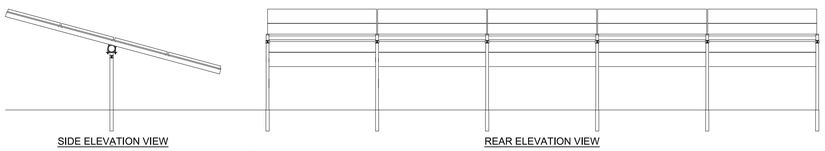
STABILIZED CONSTRUCTION ENTRANCE 7
NOT TO SCALE



NOTE(S):

1. CONCRETE PAD SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. DESIGN TO BE FINALIZED AT LATER DATE.

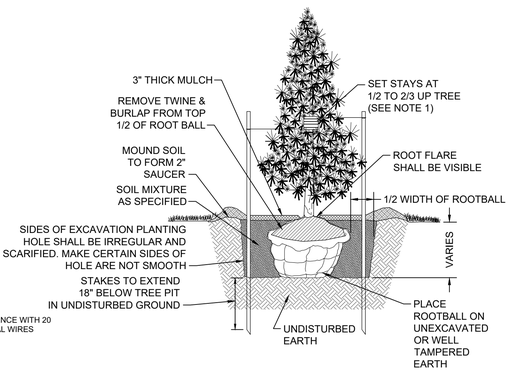
TYPICAL CONCRETE EQUIPMENT PAD SECTION 8
NOT TO SCALE



NOTE(S):

1. DESIGN FOR FOUNDATIONS, RACKING, AND MODULES BY OTHERS. DETAILS SHOWN FOR ILLUSTRATION PURPOSES ONLY.

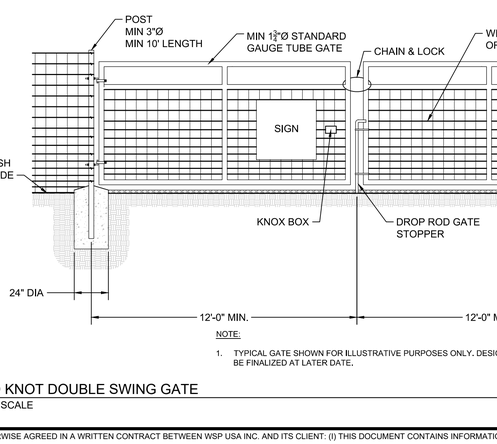
TYPICAL TRACKER SOLAR PV ARRAY 9
NOT TO SCALE



NOTE(S):

1. STAKE ALL TREES OVER 6 FEET TALL.
2. TREE SHALL BEAR SAME RELATION TO FINISHED GRADE AS IT BORE TO PREVIOUS GRADE (OR SLIGHTLY ABOVE).
3. NEVER CUT LEADERS.
4. PRUNE ONLY TO REMOVE DAMAGED OR BROKEN BRANCHES.
5. REMOVE ALL WIRE BRACKETS FROM ROOTBALL.
6. REMOVE ALL STAKES 1 YEAR AFTER PLANTING.

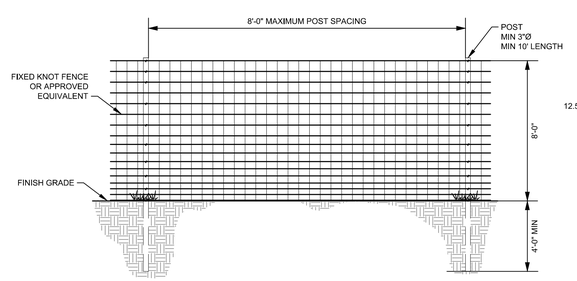
VEGETATIVE SCREENING PLANTING 12
NOT TO SCALE



NOTE:

1. TYPICAL GATE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. DESIGN TO BE FINALIZED AT LATER DATE.

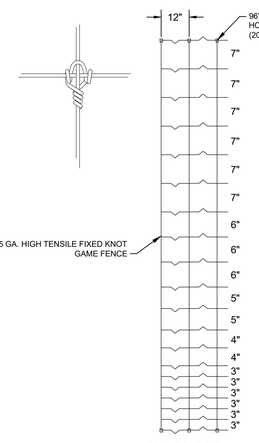
FIXED KNOT DOUBLE SWING GATE 10
NOT TO SCALE



NOTE:

1. TYPICAL FENCE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. DESIGN TO BE FINALIZED AT LATER DATE.

FIXED KNOT GAME FENCE 11
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REVISION	DATE	ISSUE / REVISION DESCRIPTION	ISSUED	APPROVED
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1	04/17/2026	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	MRB	OAC
0	01/14/2026	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION	MRB	OAC

PROJECT:
3 MW AC GROUND-MOUNT SOLAR PV DEVELOPMENT
105 OLD POST RD
WORTHINGTON, MA 01098

TITLE:
DETAILS (SHEET 1 OF 2)

CLIENT:
WARD STREAM, LLC

SEAL:
COMMONWEALTH OF MASSACHUSETTS
OLIVIA CROSBY CIVIL No. 54915 PROFESSIONAL ENGINEER
09/25/2026

DESIGNED BY:	DRAWN BY:
OAC	MRB
CHECKED BY:	SCALE:
APV	AS SHOWN

PROJECT NUMBER: US-EI-3652230437
DRAWING NUMBER: **C-501**
SHEET NUMBER: **9 OF 10**

D:\BlueWave\US-EI-3652230437 - Old Post Rd Worthington\7.1 Permitting\Sheets\9-10 - Old Post Rd - C-501-2.dwg - C-501 - Sep. 24, 2026 4:26pm - USKS140956

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PLAN VIEW

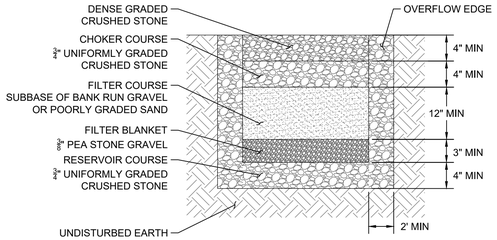


PROFILE VIEW

SPECIES	COMMON NAME	HEIGHT WHEN PLANTED	MATURE HEIGHT	MATURE WIDTH	ROOT
THUJA X PLICATA 'JUNIOR GIANT'	JUNIOR GIANT ARBORVITAE	6'-7'	15'-20'	3'-5'	BALLED & BURLAPED (B&B)

VEGETATIVE SCREENING PLANTING PLAN - SOUTHERN PLANTING 13

NOT TO SCALE

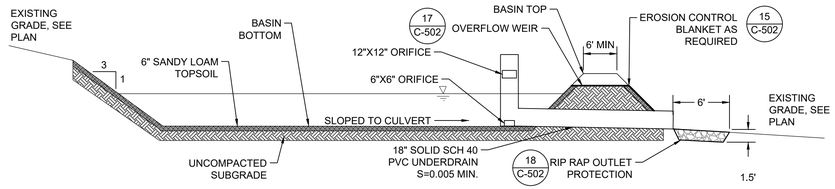


NOTE(S):

1. THE BOTTOM OF THE STONE RESERVOIR MUST BE COMPLETELY FLAT SO THAT RUNOFF CAN INFILTRATE THROUGH THE ENTIRE SURFACE.
2. THE OVERFLOW EDGE IS A TRENCH SURROUNDING THE EDGE OF THE PAVEMENT. THE TRENCH CONNECTS TO THE STONE RESERVOIR.

PERMEABLE PAVEMENT 14

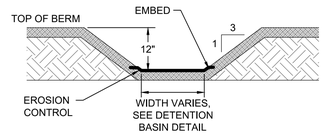
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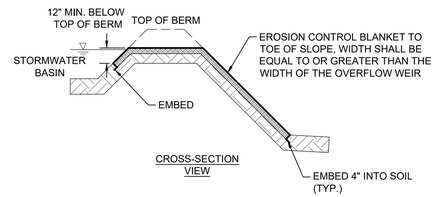
BASIN ID	BASIN TOP	BASIN BOTTOM	OVERFLOW WEIR	WEIR WIDTH
DETENTION BASIN 1	1414'	1410'	1413'	3'

DRY DETENTION BASIN 16

NOT TO SCALE



SECTION VIEW

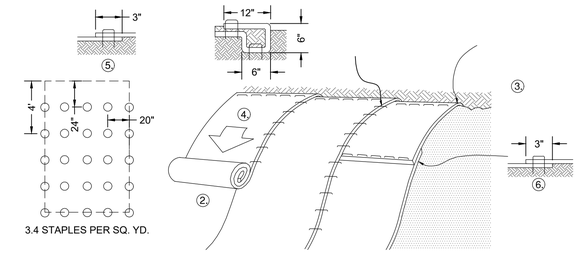


NOTE(S):

1. EROSION CONTROL BLANKET SHALL BE NORTH AMERICAN GREEN BIONET SC150 BN OR APPROVED EQUIVALENT.
2. EROSION CONTROL BLANKET SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS.

OVERFLOW WEIR 17

NOT TO SCALE



STAPLE PATTERN GUIDE
6.67' WIDE ROLLS

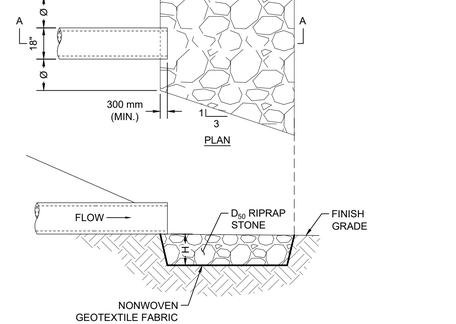
SLOPE INSTALLATION
(SEE STEPS BELOW)

NOTE(S):

1. THIS DETAIL REFERENCES PRODUCTS BY NORTH AMERICAN GREEN. EQUIVALENT PRODUCTS MAY BE USED AS APPROVED BY THE ENGINEER. EROSION CONTROL BLANKETS TO BE INSTALLATED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS.
2. EROSION CONTROL MATTING TO BE NORTH AMERICAN GREEN BIONET SC150 BN OR APPROVED EQUAL. INSTALL USING STAPLE PATTERN D.
3. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECPs), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED (SEE DRAWING G-001).
4. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECPs IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF RECPs EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECPs WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF RECPs BACK OVER SEED AND COMPACTED SOIL. SECURE RECPs OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE RECPs.
5. ROLL THE RECPs DOWN THE SLOPE. RECPs WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECPs MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
6. THE EDGES OF PARALLEL RECPs MUST BE STAPLED WITH AN APPROXIMATE 3" OVERLAP.
7. CONSECUTIVE RECPs SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE RECPs WIDTH.
8. STAPLES LONGER THAN 6 INCHES SHALL NOT BE USED WITHIN THE LIMIT OF WASTE TO AVOID PENETRATION INTO THE LANDFILL CAP.

EROSION CONTROL BLANKET INSTALLATION 15

NOT TO SCALE



SECTION A-A

RIPRAP APRON DIMENSIONS				
PIPE Ø	CLASS	D_{50} (IN)	LENGTH L (FT)	HEIGHT H (IN)
18"	1	6	6	18

RIPRAP APRON (CHANNEL) 18

NOT TO SCALE

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105 OLD POST RD
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TITLE:
DETAILS (SHEET 2 OF 2)

CLIENT:
WARD STREAM, LLC

SEAL:
COMMONWEALTH OF MASSACHUSETTS
OLIVIA CROSBY
CIVIL
No. 54915
PROFESSIONAL ENGINEER
09/25/2026

DESIGNED BY: OAC	DRAWN BY: MRB
CHECKED BY: APV	SCALE: AS SHOWN
PROJECT NUMBER:	US-EI-3652230437
DRAWING NUMBER:	**C-502**
SHEET NUMBER:	**10 OF 10**

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