

ADMINISTRATIVE RECORD

for

**2020 AMENDED AND RESTATED
UTILITY CORRIDOR LEASE**

**BETWEEN MAINE DEPARTMENT OF AGRICULTURE
CONSERVATION AND FORESTRY,
BUREAU OF PARKS AND LANDS
AND CENTRAL MAINE POWER COMPANY**

**WEST FORKS PLANTATION AND JOHNSON MOUNTAIN
TOWNSHIP PUBLIC LANDS UNIT**

VOLUME V

MAINE BUREAU OF PARKS AND LANDS

November 18, 2020

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BUREAU OF PARKS AND LANDS AND CENTRAL MAINE POWER COMPANY**

WEST FORKS PLANTATION AND JOHNSON MOUNTAIN TOWNSHIP PUBLIC LANDS UNIT

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From: [Rodrigues, David](#)
To: [Parker, Lauren](#)
Subject: FW: Amended and Restated CMP Lease
Date: Monday, April 13, 2020 3:46:00 PM
Attachments: [image.png](#)
[CMP BPL Transmission File Lease 4-13-20 \(13701451.1\).pdf](#)
[DAR Edits 4-13-20 CMP BPL Transmission Lease 2020 04-07\(13701451.1\).docx](#)

Hi Lauren,

I went through the lease and have 2 questions/edits in redline in the clean Word lease attached. I hope all is well with you.

Thanks David

David Rodrigues
Director of Real Property Management
Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
(207) 287-4916

From: Rodrigues, David
Sent: Wednesday, April 08, 2020 10:41 AM
To: Parker, Lauren <Lauren.Parker@maine.gov>
Subject: FW: Amended and Restated CMP Lease

Hi Lauren,

Here is latest draft of the lease from Tony at Verrill. Please review and let me know if edits are needed. I'm working at home so call me if you want to discuss, 446-1747. I have not looked at this yet, but will be shortly.

Thanks,
David

David Rodrigues
Director of Real Property Management
Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
(207) 287-4916

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Tuesday, April 07, 2020 10:54 AM
To: Cutko, Andy <Andy.Cutko@maine.gov>; Rodrigues, David <David.Rodrigues@maine.gov>
Cc: William Harwood <wharwood@verrill-law.com>; Abello, Thomas <Thomas.Abello@maine.gov>

Subject: Amended and Restated CMP Lease

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Andy and David, here's my latest redraft of the CMP lease. Redlined copy shows changes to CMP's last proposed version. Please note:

- This now is titled an "Amended and Restated" Lease, and Sec. 23 specifies that the 2014 Lease is superseded by this new Lease.
- Sec. 2, 1st ¶: I added the requirement that CMP commission an appraisal of the "Initial Payment."
- Sec. 2, 2nd ¶: I added some more details on the CPI escalator, and clarified that annual rent never decreases.
- Sec. 2, 3rd ¶: I added back the timber payment provision.
- Sec. 3: On roads, I clarified their right to use adjacent State-owned lands is limited to the provisions on roads and trails contained later in paragraphs 5.a and 6.k.
- Sec. 3: This is where I added the reference to the 2019 CPCN. Please let me know if you think it would be better to incorporate this reference in some other way.
- Sec. 6.g: David I understand you'll check on whether the 2012 versions of these publications have been updated.
- Sec. 6.k: David can you also check to see if this 2011 manual has been updated?

I think that's it. Once this is ready I can forward to Pierce Atwood, and let them know we're still working on the Initial Payment amount for Sec. 2. That way they can be thinking about these other issues in the meantime. Please share any comments or questions. Tony

Anthony M. Calcagni PARTNER

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AMENDED AND RESTATED
TRANSMISSION LINE LEASE

BETWEEN

DEPARTMENT OF AGRICULTURE, CONSERVATION AND
FORESTRY
BUREAU OF PARKS AND LANDS

and CENTRAL MAINE POWER COMPANY

This Amended and Restated Transmission Line Lease Agreement is made by and between the State of Maine, by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry (hereinafter called the "Lessor"), acting pursuant to the provisions of Title 12 M.R.S.A. §1852(4), and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Lessee"). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of that portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Maine Public Reserved Lands in Somerset County, Maine described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, being a three hundred (300) foot wide by approximately one mile long transmission line corridor containing 32.39 acres and located on a portion of the aforementioned Maine Public Reserved Lands.— The described transmission line corridor, together with the improvements now or hereafter to be placed thereon, is hereinafter referred to as the "Property" or "Premises" and is subject to the following terms and conditions:

1. Term:

a. This leaseLease shall be in effect from the date of execution of this instrument for a term of twenty (20) years and, at no less than 5 year intervals, the term of this leaseLease may be extended by mutual agreement for additional years as will grant Lessee a remaining leaseLease term totaling no more than twenty-five (25) years, so long as Lessee is in compliance with the conditions of this leaseLease. Lessee shall not request a leaseLease term extension any more often than once every five years. Notice of any leaseLease extension shall be given to Lessor at least six (6) months prior to the expiration of any initial term or renewal period.

b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13 Default.

c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing.

d. —Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

2. Rent. Lessee shall pay to the Lessor rental as follows:

An annual payment of \$_____.\$_____.00. The first payment shall be due on the date of execution of this lease Lease (the "Initial Payment") and subsequent annual payments shall be made on or before ~~December~~April first of each following year. Lessee shall, within the first twelve months of this Lease, commission an appraisal of the Premises and of the fair market value of the annual rent for the Premises. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. In the event the appraised fair market value of the annual rent for the Premises is higher than the Initial Payment set forth above, then the parties shall amend this Lease to retroactively increase the Initial Payment due hereunder to the fair market value indicated by the appraisal. Lessee agrees to pay the cost of the appraisal.

The annual payment shall be adjusted each year in ~~an amount not to exceed the average~~accordance with the increase in the Consumer Price Index as published by the Bureau of Labor Statistics, United States Department of Labor over the preceding one year period; provided, however, that in no event shall the annual payment for any given Lease year be less than the annual payment for any previous Lease year. As used herein, the "Consumer Price Index" means the Consumer Price Index for All Urban Consumers (CPI-U), All items in U.S. city average, all urban consumers, not seasonally adjusted, Base Period 1982-84=100. Such Index shall be adjusted as necessary to properly reflect all changes in the Base Period, using such conversion factors as may be available from the United States Government. In the event the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for the foregoing computation.

In addition, Lessee shall pay to Lessor the negotiated price of the timber present on the Premises based on mill scale and stumpage value at time the corridor is harvested for the construction of the utility corridor.

3. Use. The Property shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity (~~("Facilities")~~), all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Property; to enter upon the Property at any time with personnel and conveyances and all

necessary tools and machinery to maintain the Premises and facilities; the non-exclusive right of ingress to and egress from the Premises over and across roads and trails crossing the adjacent land of the Lessor, in accordance with paragraphs 5.a and 6.k below; to transmit electricity and communication, as conditioned below, over said wires, cables, or apparatus installed on Lessee's/Lessee's facilities. All such use by Lessee shall be in compliance with the State of Maine Public Utilities Commission Order Granting Certificate of Public Convenience and Necessity and Approving Stipulation dated May 3, 2019 (Docket No. 2017-00232). Lessee shall own all communication facilities and such facilities shall be for Lessee's/Lessee's use in its business as a public utility. In the event Lessee desires to provide capacity to others on Lessee's/Lessee's communication facilities, Lessee shall first obtain Lessor's/Lessor's written approval, which shall not be unreasonably withheld. Lessor may adjust the rent at such time as Lessee provides communication capacity to others. The rent adjustment is to be determined by an appraisal paid for by Lessee. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. Lessee shall not sub-lease or contract the communication facilities for any other commercial use. The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.

4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except as otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein, Lessor reserves the right to enter onto the Premises at any time and from time to time to inspect the Premises.

5 Access:

a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Premises, notwithstanding any provisions of any federal, state and local law to the contrary. However, the Lessee shall be allowed to cross Lessor's/Lessor's abutting land by using Lessor's/Lessor's Forest Management Roads for access to the Premises for construction, maintenance and repairs, subject to reasonable restrictions and regulations imposed by Lessor, and the rights of others using said roads. Upon reasonable advance notice to Lessee, Lessor reserves the right to close, lock or otherwise restrict access along or through the Forest Management Roads at any time it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, spring mud season or periods of high fire danger. Lessee shall immediately repair any damage to the road caused by Lessee. Lessor is under no obligation to provide maintenance to the road. If Lessee wishes to undertake performing repairs or upgrades to the Forest Management Roads, Lessee must acquire prior written approval from Lessor. Lessee shall acquire prior written approval for the construction or use of any other access location across

~~Lessor's~~Lessor's land abutting the Premises which approval shall not be unreasonably withheld, delayed, or conditioned.

b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Premises at any and all times with machinery and equipment necessary for the operation or ~~—~~conduct of ~~Lessor's~~Lessor's uses as such uses may from time to time exist, provided that: said uses will comply with the above referenced safety regulations and any applicable state law, and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Premises ~~—with—~~ construction or logging equipment; and that such use will ~~—not—~~ unreasonably ~~—interfere with the rights of—~~ Lessee herein conveyed.

6. Lessee Covenants. ~~—The Lessee covenants as follows:~~

a. No buildings, either permanent or temporary, may be constructed or placed upon the described Premises, except temporary structures during construction of the Facilities, such as field trailers.

b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.

c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Premises or any portion thereof, nor shall any livestock or poultry be kept temporarily or permanently thereon. Pesticides, herbicides, and chemical defoliant registered for use in Maine may be applied to the Premises only after acquiring prior written approval from Lessor and only by trained applicators working under the supervision of applicators licensed by the State of Maine in formulations and dosages approved by the Environmental Protection Agency and Lessor. One month prior to all pesticide applications, Lessee shall provide information to Lessor, including, but not limited to pesticides, herbicides, and chemical defoliant to be used, dates and methods of application, application locations and reasons for use.

d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within 25 feet of a stream.

e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 ~~—~~ July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with all federal and state laws, rules and regulations imposed upon Lessee as the owner and operator of the Facilities.

f. Lessee shall not make any strip or waste of the Leased Premises or of any other lands of Lessor. Vegetation clearing within the Leased Premises for Lessee's Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 15 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.

g. Lessee acknowledges that lease of the Premises by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry is unique, and that in authorizing the Lease under 12 M.R.S. § 1852(4)(A), Lessor requires that Lessee shall make every reasonable effort within the leased Premises to be in conformance with the Maine Department of Inland Fisheries and Wildlife "Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects", "Recommended Performance Standards for Maine's Maine's Significant Vernal Pools in Overhead Utility ROW Projects", and "Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects", all dated March 26, 2012, which copies are attached to this lease Lease, or the publication's publication's most current version.

h. Lessee shall not kindle any outside fires on the Premises or any other land of the Lessor, except in accordance with applicable federal, state and local regulations, and hereby agrees to assist with any means at Lessee's Lessee's disposal in putting out fires occurring on the Premises or adjacent areas, and to report promptly such fires to Lessor or its representative and to the appropriate authorities.

i. Lessee agrees to maintain the Premises in a neat and sanitary manner and to provide for proper disposal of all garbage, trash, septic (for purposes of this Lease, "septic" shall mean, but is not limited to, sewage, wash water, black water, gray water and slop water), and other waste in compliance with all applicable federal, state and local laws and in a manner so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge any untreated or partially treated sewage or other waste materials directly or indirectly into any body of water including but not limited to, any wetland, stream, river, lake, pond, or groundwater. In addition, Lessee covenants that it bears the responsibility for any noncompliance with all federal, state and local laws and regulations governing septic and other waste disposal resulting from Lessee's Lessee's activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Such indemnification shall include all Lessor's Lessor's costs, including, but not limited to reasonable attorney fees.

j. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped or buried upon the Premises. Forest woody waste (e.g., wood chips and stumps) may be disposed of on the premises, but may not be disposed of in piles. Stumps shall be buried in

“stump dump” holes, except that small numbers of stumps (four or less) may be left aboveground. All non-forest waste shall be disposed of legally and not on property of Lessor.

k. Lessee shall not build permanent roads on the Premises without obtaining prior specific written permission from the Lessor; provided, however, that Lessee may construct a minimal number of temporary roads and trails to facilitate the construction of the transmission line (tree clearing, pole setting, wiring). At the time construction is completed, all temporary roads and trails shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to Best Management Practices (BMP) standards as shown in the “Maine Motorized Trail Construction and Maintenance Manual” written by the Bureau of Parks and Lands Off-Road Vehicle Division, dated May ~~2011~~2011 and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, “Best Management Practices for Forestry: Protecting Maine’s Maine’s Water Quality,” prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such ~~publication’s~~publication’s most current version at the time of the grant of this ~~lease~~Lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this ~~lease~~Lease.

Prior to start of construction, ~~lessee~~Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on proposed roads, permanent and temporary, access points, temporary trails, inspection, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

l. Natural Plant Community, wetland and Significant Vernal Pool field surveys of the Premises must be conducted by Lessee or ~~Lessee’s~~Lessee’s designee prior to any construction on the Premises. Lessee shall send to Lessor and to the Maine Department of Inland Fisheries and Wildlife a copy of all completed surveys before commencing any construction on the Premises.

m. Lessee shall be in compliance with all Federal, State and local statutes, ordinances, rules, and regulations, now or hereinafter enacted which may be applicable to Lessee in connection to its use of the Premises. Lessee further shall not construct, alter or operate the described Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This ~~lease~~Lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall

provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.

n. In the event of the following:

- a) Lessee constructs an electric transmission line on the Premises; and
- b) Lessee has determined, in its sole discretion, to rebuild the existing transmission line (the "Jackman Tie Line") located on that part of the existing 100-foot wide utility corridor described in a lease dated July 9, 1963 and recorded in the Somerset County Registry of Deeds, Book 679, Page 37 (the "Jackman Tie Line Lease") that is located westerly of the Premises and easterly of Route 201; and
- c) Lessee receives all permits and regulatory approvals necessary to rebuild the line in such new location including, but not limited to, approvals of the Maine Public Utilities Commission and the Maine Department of Environmental Protection; then

Lessee agrees to relocate said Jackman Tie Line from the above described portion of the Jackman Tie Line Lease to a location on the Premises and such other corridor as acquired by the Lessee from others. Upon completion of any such relocation of the Jackman Tie Line or its functional replacement pursuant to this section and removal of Lessee's Lessee's facilities from that portion of the Jackman Tie Line Lease lying westerly of the Premises, Lessor and Lessee agree to amend the Jackman Tie Line Lease to delete from the lease area that portion of the Jackman Tie Line Lease lying westerly of the Premises. All other terms and conditions of the Jackman Tie Line Lease shall remain in full force and effect. The term "rebuild" as used in this paragraph, shall not include routine repair or replacement of poles, crossarms, insulators, braces or conductor.

7. Liability and Insurance.

a. Lessee shall without unreasonable delay inform Lessor of all risks, hazards and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating the Facilities of which Lessee becomes aware of with regards to the Premises. Lessee assumes full control of the Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards and conditions on the Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor's Lessor's guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Premises or for any injury or damage to the Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited to costs and attorney fees, from: (a) any and all suits, claims and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which

shall or may happen in or on the Premises that is caused by the Lessee or its Agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation or operation of the Premises, the installation of any property thereon or the removal of any property therefrom that is done by the Lessee or its Agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its Agents of: (a) any obligation under this Lease; or (b) any federal, state, local law or regulation pertaining to Lessee's use of the Premises.

c. The Lessee shall obtain and keep in force, for the duration of this lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee and the Lessor from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy.

8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions or other property of the Lessor on the Premises, its agents, employees or guests.

9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Premises. Lessor shall be responsible for any real property taxes levied on the Premises based on unimproved land. Lessor shall have no ownership or other interest in any of the Facilities on the Property and Lessee may remove any or all of the Facilities at any time.

10. Lease Assignment, Sublease and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may lease the Premises for other compatible uses and colocation of other utilities so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Premises using transmission line spacing standards approved by the Maine Public Utilities Commission. Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company ("NECEC") without Lessor consent, so long as Lessee gives written notice of such assignment to Lessor, together with a copy of the executed assignment, and so long as

the assignment expressly provides that NECEC has assumed all of the Lessee's obligations under this Lease. Upon delivery of such notice and such executed assignment, Central Maine Power Company shall be released from any obligations under this Lease from and after the effective date of such assignment. NECEC is related to Lessee and under common ownership with Lessee.

11. Lessee's Removal of Structures: Lessee must obtain ~~Lessor's~~Lessor's advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method of removal before any structures or improvements are removed from the Premises.

12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles and abandoned equipment and structures, located on the Premises by Lessee or its Agents. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Premises belonging to Lessee shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove such other personal property, fixture, or structure such items shall be deemed the property of the Lessor two hundred and ten days (210) days after termination of the Lease and the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that any of this other personal property, fixtures, or structures on the Premises are incapable of being removed within one hundred eighty days (180) days, Lessee may be ~~allowed~~allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned. Any holding over by Lessee without ~~Lessor's~~Lessor's prior written consent shall be considered a tenancy at sufferance.

13. Default.

a. The following constitutes a default under this Lease: (1) Lessee's failure to perform any of its monetary or nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general assignment for the benefit of creditors which is not resolved or withdrawn within 30 days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Premises, or Lessee's property on the Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed ninety (90) days, unless a shorter period of time is provided for by any applicable law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this ~~lease~~Lease

to any third party without ~~Lessor's~~Lessor's prior written consent; or (5) the violation of any state, federal or local law, rule, regulation, or ordinance; or (6) ~~Lessee's~~Lessee's abandonment of the leased ~~premises.~~Premises.

b. Upon the occurrence of any such event of default and subject to any applicable cure period as defined in paragraph 6(m), above, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this ~~lease~~Lease with notice or demand to Lessee and enter and take possession of the leased ~~premises.~~Premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such default or termination hereof. Lessor will provide Lessee with written notice of an event or occurrence of default under paragraph 13(a)(~~1~~) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has undertaken the appropriate actions to cure said default and such default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

14. Statutory Authority Over Public Lands. Lessor shall have the right to request that this Lease be amended from time to time and throughout the term of this ~~lease~~Lease in the event that any Lease term is found not to comply with Maine state law regarding the lease of property under 12 M.R.S. § 1852(4). Lessor shall send notice to Lessee of the proposed revision. Upon receipt of such notice, Lessee shall have the option to either terminate the Lease by notifying Lessor in writing within thirty (30) days of receipt of notice or negotiate an amendment to the Lease in order to bring such term in compliance with said state law. Except as provided in this Lease, neither Party shall have the right to terminate this ~~lease~~Lease unless the resulting non-compliance constitutes a default under Section 13 hereof, in which case Section 13 shall govern.

15. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Premises, arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.

16. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.

17. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this Lease. Acceptance by Lessor of rent or other payment with knowledge of a breach or

default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.

18. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause or happening beyond the control of the parties hereto.

19. Eminent Domain. In the event that the Premises or any portion thereof shall be lawfully condemned or taken by any public authority, Lessor may, in its discretion, elect either: (a) to terminate the Lease; or (b) to allow this Lease to continue in effect in accordance with its terms, provided, however, that a portion of the rent shall abate equal to the proportion of the Premises so condemned or taken. All condemnation proceeds shall be Lessor's sole property without any offset for Lessee's interests hereunder.

20. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.

21. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under Maine law. Lessor specifically retains any and all protections provided under Maine law to owners of land, including but not limited to those provided under the Maine Tort Claims Act, 14 M.R.S.A. §§ 8101-8118.

22. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.

23. Entire Agreement; Supersedes 2014 Lease. This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties. This Lease supersedes the Transmission Line Lease between Lessor and Lessee dated December 15, 2014, as amended by Lease Amendment dated June 22, 2015 (as amended, the "2014 Lease"), and the parties acknowledge that the 2014 Lease is terminated as of the effective date of this Lease.

24. Notices. All notice, demands, and other **communications** required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:

_____ **State of Maine**, Department of Agriculture, Conservation and Forestry, Division
of Parks and Lands,

_____ 22 State House Station, Augusta, ME 04333-0022, Attn: Director;

_____ and if to Lessee, to;

_____ **Central Maine Power Company**, Real Estate Services

_____ 83 Edison Drive, Augusta, Maine 04364, Attn. Supervisor, Real Estate

| 25. General Provisions:

| a. Governing Law. This Lease shall be construed and interpreted in accordance with
| the laws of the State of Maine.

| b. Savings Clause. The invalidity or unenforceability of any provision of this Lease
| shall not affect or impair the validity of any other provision. To the extent any
| provision herein is inconsistent with applicable state statute, the statute is deemed
| to govern.

| c. Paragraph Headings. The paragraph titles herein are for convenience only and do
| not define, limit, or construe the contents of such paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands ~~the day and year first above~~
~~written on the dates set forth below.~~ For purposes of this Lease, a facsimile signature shall be
deemed an original.

Lessor:

STATE OF MAINE

Department of Agriculture, Conservation, and Forestry

Bureau of Parks and Lands

By: _____

Name:

Its:

Dated: _____

Print:

Its:

Dated: _____, 2020

Witness:

Lessee:

CENTRAL MAINE POWER COMPANY

CENTRAL MAINE POWER COMPANY

By: _____

Name:

Its:

Dated: _____

Print: _____

Its: _____

Dated: _____, 2020

- _____
Witness:



EXHIBIT A

Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands and
Central Maine Power Company

A non-exclusive lease over a portion of the Lessor's land located in Johnson Mountain Township (T2 R6 BKP WKR), and West Forks Plantation, Somerset County, Maine, more particularly described as follows:

A strip of land 300 feet in width beginning at the southerly line of the Maine Public Reserved Lot located on the northerly line of West Forks Plantation at a 3/4" iron rebar that is the northwest corner of an easement conveyed by Weyerhaeuser Company to Central Maine Power Company in a deed dated November 17, 2016 and recorded in the Somerset County Registry of Deeds in Book 5099, Page 247;

thence N 0°17'-05'29" W across the land of the Lessor a distance of 4702.99 feet, more or less, to a 3/4" iron rebar on the northerly line of the Maine Public Reserved Lot located in Johnson Mountain, Twp., said iron rebar also being the southwesterly corner of an easement conveyed to Central Maine Power Company by Weyerhaeuser Company in a deed dated November 17, 2016 and recorded in said Registry in Book 5099, Page 237;

thence N 78°-58'-32" E along the north line of said Johnson Mountain ~~lot~~ Twp. Public Lot a distance of 301.69 feet, more or less, to a 3/4" iron rebar at the southeast corner of said easement described in Book 5099, Page 237;

thence S 0°17'-05'29" E across land of the Lessor a distance of 4702.81 feet, more or less, to a 3/4" iron rebar at the southerly line of said West Forks Plantation ~~lot~~ Public Lot and the northeast corner of said easement described in Book 5099, Page 247;

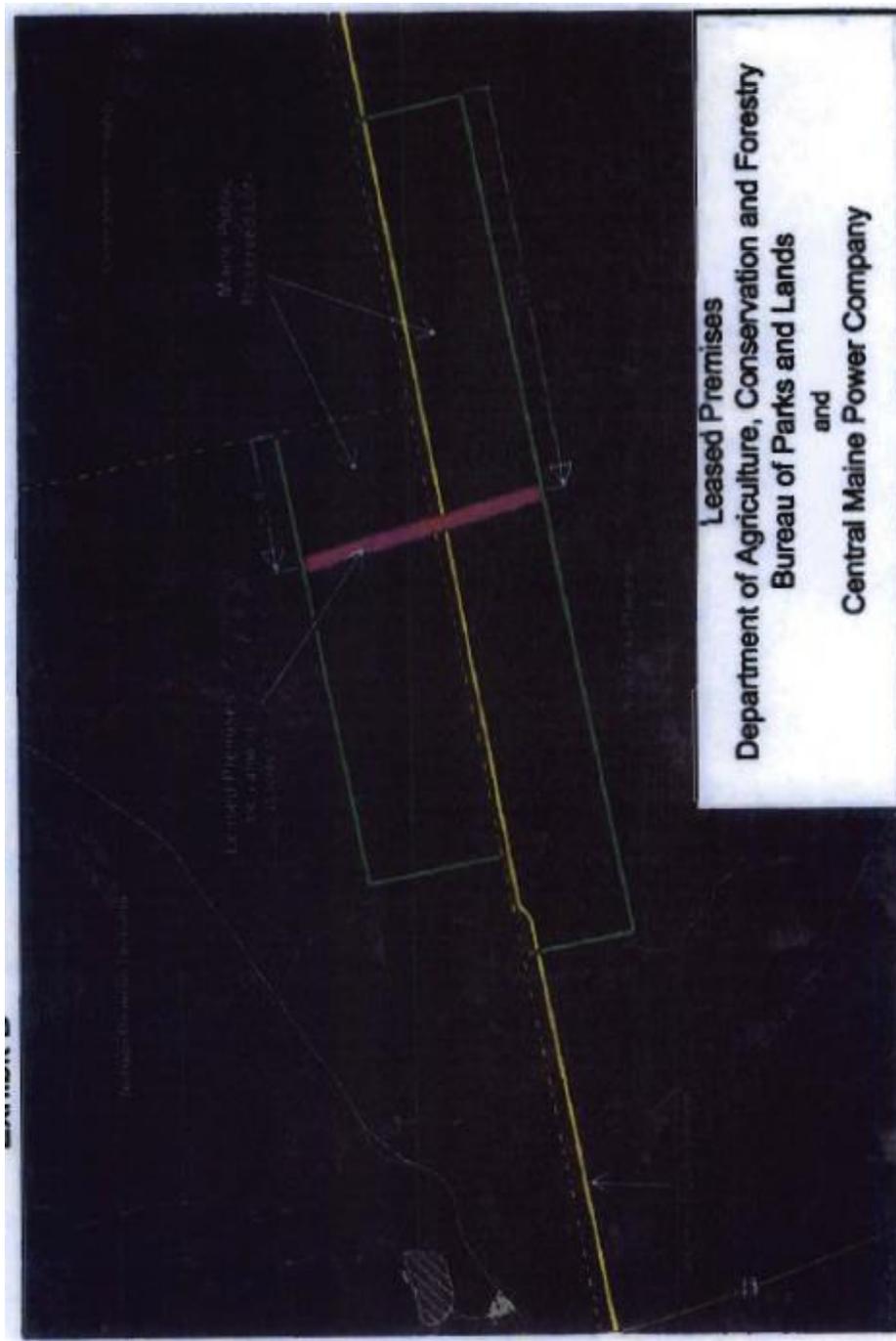
thence S 78°-56'32" W along the southerly line of said West Forks Plantation ~~lot~~ Public Lot a distance of 301.67 feet, more or less, to the point of beginning, said lease ~~are~~ area containing 32.39 acres, more or less.

Bearings are referenced to Grid North, Maine West Zone. For reference, see a survey by Sackett & Brake Survey, Inc. #2020076, dated March 23, 2020, to be recorded in said Registry.

All above referenced iron rebars are capped with a red plastic cap inscribed "S.W. Gould PLS 2318".

Seller's Initials _____

EXHIBIT B



Leased Premises
(Survey Plan dated March 23, 2020)

|

ADDITIONAL ATTACHMENTS:

- Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects
- Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects
- Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects

**AMENDED AND RESTATED
TRANSMISSION LINE LEASE**

BETWEEN

**DEPARTMENT OF AGRICULTURE, CONSERVATION AND
FORESTRY
BUREAU OF PARKS AND LANDS**

and CENTRAL MAINE POWER COMPANY

This Amended and Restated Transmission Line Lease is made by and between the State of Maine, by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry (hereinafter called the "Lessor"), acting pursuant to the provisions of Title 12 M.R.S.A. §1852(4), and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Lessee"). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of that portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Maine Public Reserved Lands in Somerset County, Maine described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, being a three hundred (300) foot wide transmission line corridor containing 32.39 acres and located on a portion of the aforementioned Maine Public Reserved Lands. The described transmission line corridor, together with the improvements now or hereafter to be placed thereon, is hereinafter referred to as the "Property" or "Premises," and is subject to the following terms and conditions:

1. Term:

a. This Lease shall be in effect from the date of execution of this instrument for a term of twenty (20) years and, at no less than 5 year intervals, the term of this Lease may be extended by mutual agreement for additional years as will grant Lessee a remaining Lease term totaling no more than twenty-five (205) years, so long as Lessee is in compliance with the conditions of this Lease. Lessee shall not request a Lease term extension any more often than once every five years. Notice of any Lease extension shall be given to Lessor at least six (6) months prior to the expiration of any initial term or renewal period.

b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13 Default.

c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing.

d. Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

Commented [RD1]: They can only add 5 years every 5 years, so cannot exceed 20 years

2. Rent. Lessee shall pay to the Lessor rental as follows:

An annual payment of \$_____.00. The first payment shall be due on the date of execution of this Lease (the "Initial Payment") and subsequent annual payments shall be made on or before April first of each following year. Lessee shall, within the first twelve months of this Lease, commission an appraisal of the Premises and of the fair market value of the annual rent for the Premises. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. In the event the appraised fair market value of the annual rent for the Premises is higher than the Initial Payment set forth above, then the parties shall amend this Lease to retroactively increase the Initial Payment due hereunder to the fair market value indicated by the appraisal. Lessee agrees to pay the cost of the appraisal.

The annual payment shall be adjusted each year in accordance with the increase in the Consumer Price Index as published by the Bureau of Labor Statistics, United States Department of Labor over the preceding one year period; provided, however, that in no event shall the annual payment for any given Lease year be less than the annual payment for any previous Lease year. As used herein, the "Consumer Price Index" means the Consumer Price Index for All Urban Consumers (CPI-U), All items in U.S. city average, all urban consumers, not seasonally adjusted, Base Period 1982-84=100. Such Index shall be adjusted as necessary to properly reflect all changes in the Base Period, using such conversion factors as may be available from the United States Government. In the event the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for the foregoing computation.

In addition, Lessee shall pay to Lessor the negotiated price of the timber present on the Premises based on mill scale and stumpage value at time the corridor is harvested for the construction of the utility corridor.

3. Use. The Property shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity ("Facilities"), all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Property; to enter upon the Property at any time with personnel and conveyances and all necessary tools and machinery to maintain the Premises and facilities; the non-exclusive right of ingress to and egress from the Premises over and across roads and trails crossing the adjacent land of the Lessor, in accordance with paragraphs 5.a and 6.k below; to transmit electricity and communication, as conditioned below, over said wires, cables, or apparatus installed on Lessee's facilities. All such use by Lessee shall be in compliance with the State of Maine Public Utilities Commission Order Granting Certificate of Public Convenience and Necessity and Approving Stipulation dated May 3, 2019 (Docket No. 2017-00232). Lessee shall own all communication facilities and such facilities shall be for Lessee's use in its business as a public utility. In the event Lessee desires to provide capacity to others on Lessee's communication facilities, Lessee shall first obtain Lessor's written approval, which shall not be unreasonably withheld. Lessor may adjust the rent at such time as Lessee provides communication capacity to others. The rent adjustment is to be determined by an appraisal paid for by Lessee. Both Lessor and Lessee shall agree on the

Appraiser to be assigned the appraisal assignment. Lessee shall not sub-lease or contract the communication facilities for any other commercial use. The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.

4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except as otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein, Lessor reserves the right to enter onto the Premises at any time and from time to time to inspect the Premises.

5 Access:

- a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Premises, notwithstanding any provisions of any federal, state and local law to the contrary. However, the Lessee shall be allowed to cross Lessor's abutting land by using Lessor's Forest Management Roads for access to the Premises for construction, maintenance and repairs, subject to reasonable restrictions and regulations imposed by Lessor, and the rights of others using said roads. Upon reasonable advance notice to Lessee, Lessor reserves the right to close, lock or otherwise restrict access along or through the Forest Management Roads at any time it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, spring mud season or periods of high fire danger. Lessee shall immediately repair any damage to the road caused by Lessee. Lessor is under no obligation to provide maintenance to the road. If Lessee wishes to undertake performing repairs or upgrades to the Forest Management Roads, Lessee must acquire prior written approval from Lessor. Lessee shall acquire prior written approval for the construction or use of any other access location across Lessor's land abutting the Premises which approval shall not be unreasonably withheld, delayed, or conditioned.
- b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Premises at any and all times with machinery and equipment necessary for the operation or conduct of Lessor's uses as such uses may from time to time exist, provided that: said uses will comply with the above referenced safety regulations and any applicable state law, and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Premises with construction or logging equipment; and that such use will not unreasonably interfere with the rights of Lessee herein conveyed.

6. Lessee Covenants. The Lessee covenants as follows:

- a. No buildings, either permanent or temporary, may be constructed or placed upon the described Premises, except temporary structures during construction of the Facilities, such as field trailers.
- b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.
- c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Premises or any portion thereof, nor shall any livestock or poultry be kept temporarily or permanently thereon. Pesticides, herbicides, and chemical defoliant registered for use in Maine may be applied to the Premises only after acquiring prior written approval from Lessor and only by trained applicators working under the supervision of applicators licensed by the State of Maine in formulations and dosages approved by the Environmental Protection Agency and Lessor. One month prior to all pesticide applications, Lessee shall provide information to Lessor, including, but not limited to pesticides, herbicides, and chemical defoliant to be used, dates and methods of application, application locations and reasons for use.
- d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within 25 feet of a stream.
- e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 – July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with all federal and state laws, rules and regulations imposed upon Lessee as the owner and operator of the Facilities.
- f. Lessee shall not make any strip or waste of the Leased Premises or of any other lands of Lessor. Vegetation clearing within the Leased Premises for Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 15 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.
- g. Lessee acknowledges that lease of the Premises by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry is unique, and that in authorizing the Lease under 12 M.R.S. § 1852(4)(A), Lessor requires that Lessee shall make every reasonable effort within the leased Premises to be in conformance with the Maine Department of Inland Fisheries and Wildlife "Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects", "Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects", and "Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects", all dated March 26, 2012, which copies are attached to this Lease, or the publication's most current version.

- h. Lessee shall not kindle any outside fires on the Premises or any other land of the Lessor, except in accordance with applicable federal, state and local regulations, and hereby agrees to assist with any means at Lessee's disposal in putting out fires occurring on the Premises or adjacent areas, and to report promptly such fires to Lessor or its representative and to the appropriate authorities.
- i. Lessee agrees to maintain the Premises in a neat and sanitary manner and to provide for proper disposal of all garbage, trash, septic (for purposes of this Lease, "septic" shall mean, but is not limited to, sewage, wash water, black water, gray water and slop water), and other waste in compliance with all applicable federal, state and local laws and in a manner so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge any untreated or partially treated sewage or other waste materials directly or indirectly into any body of water including but not limited to, any wetland, stream, river, lake, pond, or groundwater. In addition, Lessee covenants that it bears the responsibility for any noncompliance with all federal, state and local laws and regulations governing septic and other waste disposal resulting from Lessee's activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Such indemnification shall include all Lessor's costs, including, but not limited to reasonable attorney fees.
- j. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped or buried upon the Premises. Forest woody waste (e.g., wood chips and stumps) may be disposed of on the premises, but may not be disposed of in piles. Stumps shall be buried in "stump dump" holes, except that small numbers of stumps (four or less) may be left aboveground. All non-forest waste shall be disposed of legally and not on property of Lessor.
- k. Lessee shall not build permanent roads on the Premises without obtaining prior specific written permission from the Lessor; provided, however, that Lessee may construct a minimal number of temporary roads and trails to facilitate the construction of the transmission line (tree clearing, pole setting, wiring). At the time construction is completed, all temporary roads and trails shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to Best Management Practices (BMP) standards as shown in the "Maine Motorized Trail Construction and Maintenance Manual" written by the Bureau of Parks and Lands Off-Road Vehicle Division, dated May 2011 and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, "Best Management Practices for Forestry: Protecting Maine's Water Quality," prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication's most current version at the time of the grant of this Lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this Lease.

Prior to start of construction, Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on proposed roads, permanent and temporary, access points, temporary trails, inspection, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

- l. Natural Plant Community, wetland and Significant Vernal Pool field surveys of the Premises must be conducted by Lessee or Lessee's designee prior to any construction on the Premises. Lessee shall send to Lessor and to the Maine Department of Inland Fisheries and Wildlife a copy of all completed surveys before commencing any construction on the Premises.
- m. Lessee shall be in compliance with all Federal, State and local statutes, ordinances, rules, and regulations, now or hereinafter enacted which may be applicable to Lessee in connection to its use of the Premises. Lessee further shall not construct, alter or operate the described Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This Lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.
- n. In the event of the following:
 - a) Lessee constructs an electric transmission line on the Premises; and
 - b) Lessee has determined, in its sole discretion, to rebuild the existing transmission line (the "Jackman Tie Line") located on that part of the existing 100-foot wide utility corridor described in a lease dated July 9, 1963 and recorded in the Somerset County Registry of Deeds, Book 679, Page 37 (the "Jackman Tie Line Lease") that is located westerly of the Premises and easterly of Route 201; and
 - c) Lessee receives all permits and regulatory approvals necessary to rebuild the line in such new location including, but not limited to, approvals of the Maine Public Utilities Commission and the Maine Department of Environmental Protection; then

Lessee agrees to relocate said Jackman Tie Line from the above described portion of the Jackman Tie Line Lease to a location on the Premises and such other corridor as acquired by the Lessee from others. Upon completion of any such relocation of the Jackman Tie Line or its functional replacement pursuant to this section and removal of Lessee's facilities from that portion of the Jackman Tie Line Lease lying westerly of the Premises, Lessor and Lessee agree to amend the Jackman Tie Line Lease to delete from the lease area that portion of the Jackman Tie Line Lease lying westerly of the Premises. All other terms and conditions of the Jackman Tie Line Lease shall remain in full force and effect. The term "rebuild" as used in this paragraph, shall not include routine repair or replacement of poles, crossarms, insulators, braces or conductor.

7. Liability and Insurance.

a. Lessee shall without unreasonable delay inform Lessor of all risks, hazards and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating the Facilities of which Lessee becomes aware of with regards to the Premises. Lessee assumes full control of the Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards and conditions on the Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor's guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Premises or for any injury or damage to the Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited to costs and attorney fees, from: (a) any and all suits, claims and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen in or on the Premises that is caused by the Lessee or its Agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation or operation of the Premises, the installation of any property thereon or the removal of any property therefrom that is done by the Lessee or its Agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its Agents of: (a) any obligation under this Lease; or (b) any federal, state, local law or regulation pertaining to Lessee's use of the Premises.

c. The Lessee shall obtain and keep in force, for the duration of this Lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee and the Lessor from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy.

8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions or other property of the Lessor on the Premises, its agents, employees or guests.

9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Premises. Lessor shall be responsible for any real property taxes levied on the Premises based on unimproved land.

Lessor shall have no ownership or other interest in any of the Facilities on the Property and Lessee may remove any or all of the Facilities at any time.

10. Lease Assignment, Sublease and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may lease the Premises for other compatible uses and colocation of other utilities so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Premises using transmission line spacing standards approved by the Maine Public Utilities Commission. Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company ("NECEC") without Lessor consent, so long as Lessee gives written notice of such assignment to Lessor, together with a copy of the executed assignment, and so long as the assignment expressly provides that NECEC has assumed all of the Lessee's obligations under this Lease. Upon delivery of such notice and such executed assignment, Central Maine Power Company shall be released from any obligations under this Lease from and after the effective date of such assignment. NECEC is related to Lessee and under common ownership with Lessee.
11. Lessee's Removal of Structures: Lessee must obtain Lessor's advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method of removal before any structures or improvements are removed from the Premises.
12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles and abandoned equipment and structures, located on the Premises by Lessee or its Agents. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Premises belonging to Lessee shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove such other personal property, fixture, or structure such items shall be deemed the property of the Lessor two hundred and ten days (210) days after termination of the Lease and the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that any of this other personal property, fixtures, or structures on the Premises are incapable of being removed within one hundred eighty days (180) days, Lessee may be allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned. Any holding over by Lessee without Lessor's prior written consent shall be considered a tenancy at sufferance.
13. Default.

a. The following constitutes a default under this Lease: (1) Lessee's failure to perform any of its monetary or nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general assignment for the benefit of creditors which is not resolved or withdrawn within 30 days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Premises, or Lessee's property on the Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed ninety (90) days, unless a shorter period of time is provided for by any applicable law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this Lease to any third party without Lessor's prior written consent; or (5) the violation of any state, federal or local law, rule, regulation, or ordinance; or (6) Lessee's abandonment of the leased Premises.

b. Upon the occurrence of any such event of default and subject to any applicable cure period as defined in paragraph 6(m), above, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this Lease with notice or demand to Lessee and enter and take possession of the leased Premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such default or termination hereof Lessor will provide Lessee with written notice of an event or occurrence of default under paragraph 13(a)(1) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has undertaken the appropriate actions to cure said default and such default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

Commented [RD2]: In section 10 above it has: "Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company ("NECEC") without Lessor consent," Should we add this exclusion in this default section?

14. Statutory Authority Over Public Lands. Lessor shall have the right to request that this Lease be amended from time to time and throughout the term of this Lease in the event that any Lease term is found not to comply with Maine state law regarding the lease of property under 12 M.R.S. § 1852(4). Lessor shall send notice to Lessee of the proposed revision. Upon receipt of such notice, Lessee shall have the option to either terminate the Lease by notifying Lessor in writing within thirty (30) days of receipt of notice or negotiate an amendment to the Lease in order to bring such term in compliance with said state law. Except as provided in this Lease, neither Party shall have the right to terminate this Lease unless the resulting non-compliance constitutes a default under Section 13 hereof, in which case Section 13 shall govern.
15. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Premises, arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.
16. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.

17. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this Lease. Acceptance by Lessor of rent or other payment with knowledge of a breach or default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.
18. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause or happening beyond the control of the parties hereto.
19. Eminent Domain. In the event that the Premises or any portion thereof shall be lawfully condemned or taken by any public authority, Lessor may, in its discretion, elect either: (a) to terminate the Lease; or (b) to allow this Lease to continue in effect in accordance with its terms, provided, however, that a portion of the rent shall abate equal to the proportion of the Premises so condemned or taken. All condemnation proceeds shall be Lessor's sole property without any offset for Lessee's interests hereunder.
20. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.
21. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under Maine law. Lessor specifically retains any and all protections provided under Maine law to owners of land, including but not limited to those provided under the Maine Tort Claims Act, 14 M.R.S.A. §§ 8101-8118.
22. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.
23. Entire Agreement; Supersedes 2014 Lease. This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties. This Lease supersedes the Transmission Line Lease between Lessor and Lessee dated December 15, 2014, as amended by Lease Amendment dated June 22, 2015 (as amended, the "2014 Lease"), and the parties acknowledge that the 2014 Lease is terminated as of the effective date of this Lease.
24. Notices. All notice, demands, and other **communications** required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:
State of Maine, Department of Agriculture, Conservation and Forestry, Division of Parks and Lands,
22 State House Station, Augusta, ME 04333-0022, Attn: Director;

and if to Lessee, to;

Central Maine Power Company, Real Estate Services
83 Edison Drive, Augusta, Maine 04364, Attn. Supervisor, Real Estate

25. General Provisions:

- a. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.
- b. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. To the extent any provision herein is inconsistent with applicable state statute, the statute is deemed to govern.
- c. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.
For purposes of this Lease, a facsimile signature shall be deemed an original.

Lessor:

STATE OF MAINE

Department of Agriculture, Conservation, and Forestry
Bureau of Parks and Lands

By: _____
Print: _____
Its: _____

Dated: _____, 2020

Witness

Lessee:

CENTRAL MAINE POWER COMPANY

By: _____
Print: _____
Its: _____

Dated: _____, 2020

Witness

EXHIBIT A

Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands and
Central Maine Power Company

A non-exclusive lease over a portion of the Lessor's land located in Johnson Mountain Township (T2 R6 BKP WKR), and West Forks Plantation, Somerset County, Maine, more particularly described as follows:

A strip of land 300 feet in width beginning at the southerly line of the Maine Public Reserved Lot located on the northerly line of West Forks Plantation at a 3/4" iron rebar that is the northwest corner of an easement conveyed by Weyerhaeuser Company to Central Maine Power Company in a deed dated November 17, 2016 and recorded in the Somerset County Registry of Deeds in Book 5099, Page 247;

thence N 17°-05'29" W across the land of the Lessor a distance of 4702.99 feet, more or less, to a 3/4" iron rebar on the northerly line of the Maine Public Reserved Lot located in Johnson Mountain Twp., said iron rebar also being the southwesterly corner of an easement conveyed to Central Maine Power Company by Weyerhaeuser Company in a deed dated November 17, 2016 and recorded in said Registry in Book 5099, Page 237;

thence N 78°-58'-32" E along the north line of said Johnson Mountain Twp. Public Lot a distance of 301.69 feet, more or less, to a 3/4" iron rebar at the southeast corner of said easement described in Book 5099, Page 237;

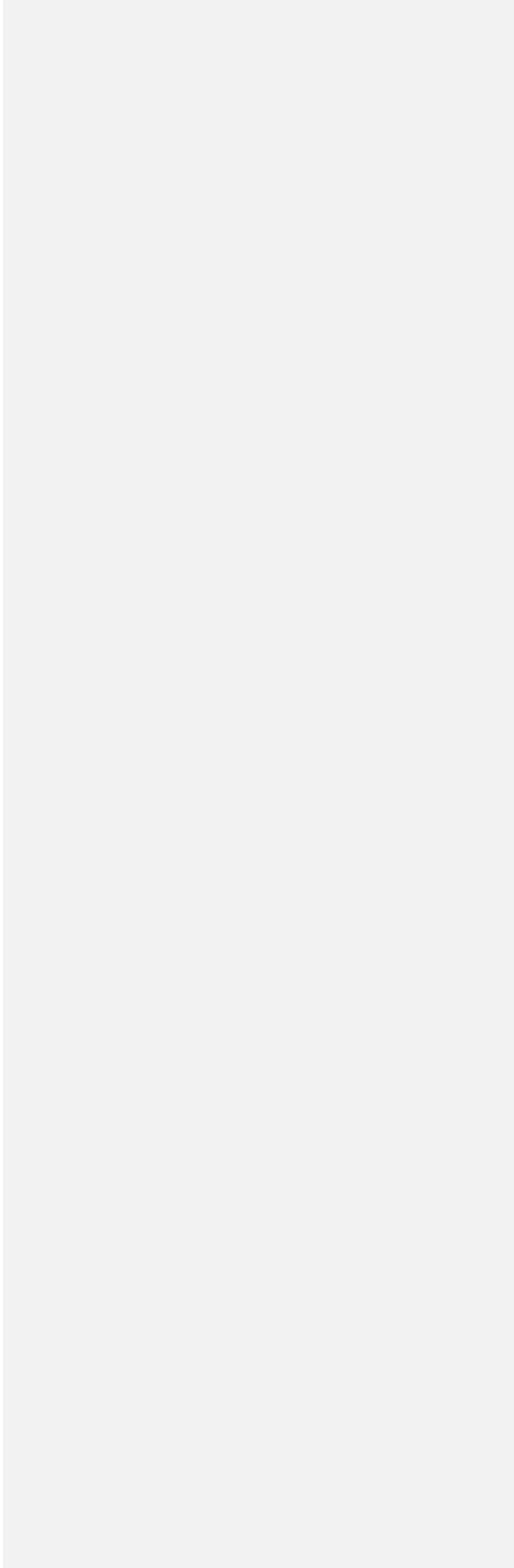
thence S 17°-05'29" E across land of the Lessor a distance of 4702.81 feet, more or less, to a 3/4" iron rebar at the southerly line of said West Forks Plantation Public Lot and the northeast corner of said easement described in Book 5099, Page 247;

thence S 78°-56'32" W along the southerly line of said West Forks Plantation Public Lot a distance of 301.67 feet, more or less, to the point of beginning, said lease area containing 32.39 acres, more or less.

Bearings are referenced to Grid North, Maine West Zone. For reference, see a survey by Sackett & Brake Survey, Inc. #2020076, dated March 23, 2020, to be recorded in said Registry.

All above referenced iron rebars are capped with a red plastic cap inscribed "S.W. Gould PLS 2318".

EXHIBIT B
Leased Premises
(Survey Plan dated March 23, 2020)



ADDITIONAL ATTACHMENTS:

- Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects
- Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects
- Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects

From: [Rodrigues, David](#)
To: [Anthony Calcagni](#)
Cc: [William Harwood](#)
Subject: RE: CMP lease with BPL
Date: Thursday, April 16, 2020 10:07:00 AM
Attachments: [DAR Edit 4-13-20 CMP BPL Transmittal - Lease ELEC 01-07\(13701451.1\).docx](#)
[image.png](#)

Hi Tony and Bill,

We are waiting for guidance from the Governor's office to move forward, I believe the AG office is also waiting for guidance from the Governor's office before reviewing the draft lease. I did review the last draft of the lease and found two things, see attached, otherwise we are on hold until we get some information from Governor's and AG office. Still nothing from IFW, I sent a second request with no response, I'll try some other contacts.

Thanks,
David

David Rodrigues
Director of Real Property Management
Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
(207) 287-4916

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Wednesday, April 15, 2020 6:10 PM
To: Rodrigues, David <David.Rodrigues@maine.gov>
Cc: William Harwood <wharwood@verrill-law.com>
Subject: FW: CMP lease with BPL

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David, I hope you're doing well. Know you're busy but am just forwarding this message I received earlier this evening from Pierce Atwood, who still are anxious to hear back from us on the proposed CMP lease. Let me know if you'd like to discuss anything. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516
acalcagni@verrill-law.com

logo96

From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 15, 2020 5:02 PM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

I am following up on our call Monday to see if you have received any updates from your client as to the revised lease. Also, in your email below you indicated that the proposed rent amount would take a bit more time. At this point, is it your sense that the revised draft will include a proposed rent amount?

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Friday, April 10, 2020 9:15 AM
To: Eben Adams <eadams@PierceAtwood.com>
Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, thanks for your message and your separate voice-mail message. I'm working with my client on a revised version of your proposed Lease, which we expect to have to you shortly. It will have all of our suggested revisions other than the final proposed rent amount, which will take a bit more time. We'll be back to you shortly. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 8, 2020 8:31 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

Do you any other questions or do you need any clarifications on the items below? If not, are you going to mark up the lease?

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Eben Adams
Sent: Monday, April 6, 2020 6:25 PM
To: 'Anthony Calcagni' <acalcagni@verrill-law.com>
Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>
Subject: RE: CMP lease with BPL

Tony, my answers to your questions are below in red. Let me know if you have additional questions or would like to discuss.

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Monday, April 6, 2020 4:05 PM
To: Eben Adams <eadams@PierceAtwood.com>
Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, a few questions for you:

- That revised spreadsheet shows a \$2,500,000 value for the 2 acres affected by the Passamaquoddy lease. But I assume the lease actually calls for some periodic rent payment as opposed to a one-time payment. Can you explain how the \$2,500,000 relates to what the lease says? CMP paid \$1.7 million at execution of the lease. Post-completion of the transmission line, NECEC must pay rent equal to a percentage of net income from the NECEC project with a minimum of \$250,000 in the aggregate over the first 25 years (the annual minimum payment is \$10,000 and the expected annual payment is \$20,000 based the NECEC's financial forecasts). Additionally NECEC must pay \$10,000 annually to fund Passamaquoddy Tribe Scholarship Fund. While the exact rent is to be determined, we think \$2.5 million is a fair estimate of the value.
- You mention that **"the lease is no long needed for the corridor."** So will the corridor actually avoid the Pssamaquoddy lands? Can you tell us if any payments actually been made to the Passamaquoddys, and will any future payments be made, pursuant to the lease agreement? The approved corridor plan avoids the Passamaquoddy lease lands entirely. However, CMP has made, and NECEC will continue to make, all payments due under the Passamaquoddy lease. CMP (and NECEC) are obligated to make such payments under the lease and under an agreement to purchase land CMP needed for the new route.
- Mind if we add a reference in the Lease to the May 3, 2019 CPCN? No we think this is a good idea.
- Mind if we add a new last paragraph to the Lease explaining that the new Lease supersedes the 2014 Lease (rather than signing a separate Lease Termination Agreement)? Our preference is to have a separate lease termination to more clearly separate the lease (we want to avoid arguments that the new lease is a continuation of the first lease), but if that is important to the State we aren't going to hold up the process on that issue.

Thanks. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Eben Adams <eadams@PierceAtwood.com>

Sent: Monday, April 6, 2020 10:54 AM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Tony,

Attached is a updated spreadsheet including the Passamaquoddy lease. That lease had not been included in the prior spreadsheet because the lease is no long needed for the corridor. Additionally, the Tribe is incredibly reluctant to grant any interests in its lands (for obvious historical reasons) so we do not feel the price charged by the Tribe is a fair indicator of fair market value as applied to corridor land in general.

Having said that, adding the Passamaquoddy lease does not make a huge difference in the numbers because the values are based on a weighted average tied to acreage and the Passamaquoddy lease while very high in cost, is very low in acreage.

One final note, in the top portion of the table, the acreage show has been rounded to the nearest acre for display purposes, but the math is based the actual acreage (including decimals). For example, the Passamaquoddy lease is shown as being 2 acres, but it is actually 2.07 acres, which explains why the price per acre is \$1,207,729 rather than \$1,250,000.

Let me know if you have any other questions.

Eben

Eben Adams	
PIERCE ATWOOD LLP	PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Monday, April 6, 2020 8:53 AM

To: Eben Adams <eadams@PierceAtwood.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Good morning Eben. I have a (very hard-to-schedule) call with my client at 2pm this afternoon, and any additional information you may be able to provide on valuation before then would be very helpful. Thanks. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>
Sent: Thursday, April 2, 2020 6:03 PM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Thanks Tony. I made a comparison and while there are some formatting changes, I did not see any substantive differences.

I will get back to you on the valuation question.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Thursday, April 2, 2020 4:43 PM
To: Eben Adams <eadams@PierceAtwood.com>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

By the way Eben, I'm told this is a Word version of the final 2014 Lease. Please take a look and let me know how it compares to the scanned version you made. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 1, 2020 9:46 AM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: CMP lease with BPL

Tony,

Following up on our call yesterday, attached is the financial data that CMP previously provided to the State regarding the market value of the lease. Let me know if you have any questions.

Eben

Eben Adams
[PIERCE ATWOOD LLP](mailto:eadams@pierceatwood.com)

Merrill's Wharf
254 Commercial Street
Portland, ME 04101

PH 207.791.1175
FAX 207.791.1350

eadams@pierceatwood.com

BIO ▶

This e-mail was sent from Pierce Atwood. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it please delete it and notify us as soon as possible.

This email and any attachment was sent from the law firm Verrill Dana, LLP. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it, please delete it and notify us as soon as possible. Thank you.

**AMENDED AND RESTATED
TRANSMISSION LINE LEASE**

BETWEEN

**DEPARTMENT OF AGRICULTURE, CONSERVATION AND
FORESTRY
BUREAU OF PARKS AND LANDS**

and CENTRAL MAINE POWER COMPANY

This Amended and Restated Transmission Line Lease is made by and between the State of Maine, by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry (hereinafter called the "Lessor"), acting pursuant to the provisions of Title 12 M.R.S.A. §1852(4), and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Lessee"). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of that portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Maine Public Reserved Lands in Somerset County, Maine described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, being a three hundred (300) foot wide transmission line corridor containing 32.39 acres and located on a portion of the aforementioned Maine Public Reserved Lands. The described transmission line corridor, together with the improvements now or hereafter to be placed thereon, is hereinafter referred to as the "Property" or "Premises," and is subject to the following terms and conditions:

1. Term:

a. This Lease shall be in effect from the date of execution of this instrument for a term of twenty (20) years and, at no less than 5 year intervals, the term of this Lease may be extended by mutual agreement for additional years as will grant Lessee a remaining Lease term totaling no more than twenty ~~five~~ (20~~5~~) years, so long as Lessee is in compliance with the conditions of this Lease. Lessee shall not request a Lease term extension any more often than once every five years. Notice of any Lease extension shall be given to Lessor at least six (6) months prior to the expiration of any initial term or renewal period.

Commented [RD1]: They can only add 5 years every 5 years, so cannot exceed 20 years

b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13 Default.

c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing.

d. Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

2. Rent. Lessee shall pay to the Lessor rental as follows:

An annual payment of \$_____.00. The first payment shall be due on the date of execution of this Lease (the "Initial Payment") and subsequent annual payments shall be made on or before April first of each following year. Lessee shall, within the first twelve months of this Lease, commission an appraisal of the Premises and of the fair market value of the annual rent for the Premises. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. In the event the appraised fair market value of the annual rent for the Premises is higher than the Initial Payment set forth above, then the parties shall amend this Lease to retroactively increase the Initial Payment due hereunder to the fair market value indicated by the appraisal. Lessee agrees to pay the cost of the appraisal.

The annual payment shall be adjusted each year in accordance with the increase in the Consumer Price Index as published by the Bureau of Labor Statistics, United States Department of Labor over the preceding one year period; provided, however, that in no event shall the annual payment for any given Lease year be less than the annual payment for any previous Lease year. As used herein, the "Consumer Price Index" means the Consumer Price Index for All Urban Consumers (CPI-U), All items in U.S. city average, all urban consumers, not seasonally adjusted, Base Period 1982-84=100. Such Index shall be adjusted as necessary to properly reflect all changes in the Base Period, using such conversion factors as may be available from the United States Government. In the event the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for the foregoing computation.

In addition, Lessee shall pay to Lessor the negotiated price of the timber present on the Premises based on mill scale and stumpage value at time the corridor is harvested for the construction of the utility corridor.

3. Use. The Property shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity ("Facilities"), all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Property; to enter upon the Property at any time with personnel and conveyances and all necessary tools and machinery to maintain the Premises and facilities; the non-exclusive right of ingress to and egress from the Premises over and across roads and trails crossing the adjacent land of the Lessor, in accordance with paragraphs 5.a and 6.k below; to transmit electricity and communication, as conditioned below, over said wires, cables, or apparatus installed on Lessee's facilities. All such use by Lessee shall be in compliance with the State of Maine Public Utilities Commission Order Granting Certificate of Public Convenience and Necessity and Approving Stipulation dated May 3, 2019 (Docket No. 2017-00232). Lessee shall own all communication facilities and such facilities shall be for Lessee's use in its business as a public utility. In the event Lessee desires to provide capacity to others on Lessee's communication facilities, Lessee shall first obtain Lessor's written approval, which shall not be unreasonably withheld. Lessor may adjust the rent at such time as Lessee provides communication capacity to others. The rent adjustment is to be determined by an appraisal paid for by Lessee. Both Lessor and Lessee shall agree on the

Appraiser to be assigned the appraisal assignment. Lessee shall not sub-lease or contract the communication facilities for any other commercial use. The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.

4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except as otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein, Lessor reserves the right to enter onto the Premises at any time and from time to time to inspect the Premises.

5. Access:

- a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Premises, notwithstanding any provisions of any federal, state and local law to the contrary. However, the Lessee shall be allowed to cross Lessor's abutting land by using Lessor's Forest Management Roads for access to the Premises for construction, maintenance and repairs, subject to reasonable restrictions and regulations imposed by Lessor, and the rights of others using said roads. Upon reasonable advance notice to Lessee, Lessor reserves the right to close, lock or otherwise restrict access along or through the Forest Management Roads at any time it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, spring mud season or periods of high fire danger. Lessee shall immediately repair any damage to the road caused by Lessee. Lessor is under no obligation to provide maintenance to the road. If Lessee wishes to undertake performing repairs or upgrades to the Forest Management Roads, Lessee must acquire prior written approval from Lessor. Lessee shall acquire prior written approval for the construction or use of any other access location across Lessor's land abutting the Premises which approval shall not be unreasonably withheld, delayed, or conditioned.
- b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Premises at any and all times with machinery and equipment necessary for the operation or conduct of Lessor's uses as such uses may from time to time exist, provided that: said uses will comply with the above referenced safety regulations and any applicable state law, and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Premises with construction or logging equipment; and that such use will not unreasonably interfere with the rights of Lessee herein conveyed.

6. Lessee Covenants. The Lessee covenants as follows:

- a. No buildings, either permanent or temporary, may be constructed or placed upon the described Premises, except temporary structures during construction of the Facilities, such as field trailers.
- b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.
- c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Premises or any portion thereof, nor shall any livestock or poultry be kept temporarily or permanently thereon. Pesticides, herbicides, and chemical defoliant registered for use in Maine may be applied to the Premises only after acquiring prior written approval from Lessor and only by trained applicators working under the supervision of applicators licensed by the State of Maine in formulations and dosages approved by the Environmental Protection Agency and Lessor. One month prior to all pesticide applications, Lessee shall provide information to Lessor, including, but not limited to pesticides, herbicides, and chemical defoliant to be used, dates and methods of application, application locations and reasons for use.
- d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within 25 feet of a stream.
- e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 – July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with all federal and state laws, rules and regulations imposed upon Lessee as the owner and operator of the Facilities.
- f. Lessee shall not make any strip or waste of the Leased Premises or of any other lands of Lessor. Vegetation clearing within the Leased Premises for Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 15 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.
- g. Lessee acknowledges that lease of the Premises by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry is unique, and that in authorizing the Lease under 12 M.R.S. § 1852(4)(A), Lessor requires that Lessee shall make every reasonable effort within the leased Premises to be in conformance with the Maine Department of Inland Fisheries and Wildlife "Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects", "Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects", and "Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects", all dated March 26, 2012, which copies are attached to this Lease, or the publication's most current version.

- h. Lessee shall not kindle any outside fires on the Premises or any other land of the Lessor, except in accordance with applicable federal, state and local regulations, and hereby agrees to assist with any means at Lessee's disposal in putting out fires occurring on the Premises or adjacent areas, and to report promptly such fires to Lessor or its representative and to the appropriate authorities.
- i. Lessee agrees to maintain the Premises in a neat and sanitary manner and to provide for proper disposal of all garbage, trash, septic (for purposes of this Lease, "septic" shall mean, but is not limited to, sewage, wash water, black water, gray water and slop water), and other waste in compliance with all applicable federal, state and local laws and in a manner so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge any untreated or partially treated sewage or other waste materials directly or indirectly into any body of water including but not limited to, any wetland, stream, river, lake, pond, or groundwater. In addition, Lessee covenants that it bears the responsibility for any noncompliance with all federal, state and local laws and regulations governing septic and other waste disposal resulting from Lessee's activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Such indemnification shall include all Lessor's costs, including, but not limited to reasonable attorney fees.
- j. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped or buried upon the Premises. Forest woody waste (e.g., wood chips and stumps) may be disposed of on the premises, but may not be disposed of in piles. Stumps shall be buried in "stump dump" holes, except that small numbers of stumps (four or less) may be left aboveground. All non-forest waste shall be disposed of legally and not on property of Lessor.
- k. Lessee shall not build permanent roads on the Premises without obtaining prior specific written permission from the Lessor; provided, however, that Lessee may construct a minimal number of temporary roads and trails to facilitate the construction of the transmission line (tree clearing, pole setting, wiring). At the time construction is completed, all temporary roads and trails shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to Best Management Practices (BMP) standards as shown in the "Maine Motorized Trail Construction and Maintenance Manual" written by the Bureau of Parks and Lands Off-Road Vehicle Division, dated May 2011 and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, "Best Management Practices for Forestry: Protecting Maine's Water Quality," prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication's most current version at the time of the grant of this Lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this Lease.

Prior to start of construction, Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on proposed roads, permanent and temporary, access points, temporary trails, inspection, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

- l. Natural Plant Community, wetland and Significant Vernal Pool field surveys of the Premises must be conducted by Lessee or Lessee's designee prior to any construction on the Premises. Lessee shall send to Lessor and to the Maine Department of Inland Fisheries and Wildlife a copy of all completed surveys before commencing any construction on the Premises.
- m. Lessee shall be in compliance with all Federal, State and local statutes, ordinances, rules, and regulations, now or hereinafter enacted which may be applicable to Lessee in connection to its use of the Premises. Lessee further shall not construct, alter or operate the described Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This Lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.
- n. In the event of the following:
 - a) Lessee constructs an electric transmission line on the Premises; and
 - b) Lessee has determined, in its sole discretion, to rebuild the existing transmission line (the "Jackman Tie Line") located on that part of the existing 100-foot wide utility corridor described in a lease dated July 9, 1963 and recorded in the Somerset County Registry of Deeds, Book 679, Page 37 (the "Jackman Tie Line Lease") that is located westerly of the Premises and easterly of Route 201; and
 - c) Lessee receives all permits and regulatory approvals necessary to rebuild the line in such new location including, but not limited to, approvals of the Maine Public Utilities Commission and the Maine Department of Environmental Protection; then

Lessee agrees to relocate said Jackman Tie Line from the above described portion of the Jackman Tie Line Lease to a location on the Premises and such other corridor as acquired by the Lessee from others. Upon completion of any such relocation of the Jackman Tie Line or its functional replacement pursuant to this section and removal of Lessee's facilities from that portion of the Jackman Tie Line Lease lying westerly of the Premises, Lessor and Lessee agree to amend the Jackman Tie Line Lease to delete from the lease area that portion of the Jackman Tie Line Lease lying westerly of the Premises. All other terms and conditions of the Jackman Tie Line Lease shall remain in full force and effect. The term "rebuild" as used in this paragraph, shall not include routine repair or replacement of poles, crossarms, insulators, braces or conductor.

7. Liability and Insurance.

a. Lessee shall without unreasonable delay inform Lessor of all risks, hazards and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating the Facilities of which Lessee becomes aware of with regards to the Premises. Lessee assumes full control of the Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards and conditions on the Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor's guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Premises or for any injury or damage to the Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited to costs and attorney fees, from: (a) any and all suits, claims and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen in or on the Premises that is caused by the Lessee or its Agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation or operation of the Premises, the installation of any property thereon or the removal of any property therefrom that is done by the Lessee or its Agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its Agents of: (a) any obligation under this Lease; or (b) any federal, state, local law or regulation pertaining to Lessee's use of the Premises.

c. The Lessee shall obtain and keep in force, for the duration of this Lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee and the Lessor from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy.

8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions or other property of the Lessor on the Premises, its agents, employees or guests.

9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Premises. Lessor shall be responsible for any real property taxes levied on the Premises based on unimproved land.

Lessor shall have no ownership or other interest in any of the Facilities on the Property and Lessee may remove any or all of the Facilities at any time.

10. Lease Assignment, Sublease and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may lease the Premises for other compatible uses and colocation of other utilities so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Premises using transmission line spacing standards approved by the Maine Public Utilities Commission. Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company ("NECEC") without Lessor consent, so long as Lessee gives written notice of such assignment to Lessor, together with a copy of the executed assignment, and so long as the assignment expressly provides that NECEC has assumed all of the Lessee's obligations under this Lease. Upon delivery of such notice and such executed assignment, Central Maine Power Company shall be released from any obligations under this Lease from and after the effective date of such assignment. NECEC is related to Lessee and under common ownership with Lessee.
11. Lessee's Removal of Structures: Lessee must obtain Lessor's advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method of removal before any structures or improvements are removed from the Premises.
12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles and abandoned equipment and structures, located on the Premises by Lessee or its Agents. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Premises belonging to Lessee shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove such other personal property, fixture, or structure such items shall be deemed the property of the Lessor two hundred and ten days (210) days after termination of the Lease and the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that any of this other personal property, fixtures, or structures on the Premises are incapable of being removed within one hundred eighty days (180) days, Lessee may be allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned. Any holding over by Lessee without Lessor's prior written consent shall be considered a tenancy at sufferance.
13. Default.

a. The following constitutes a default under this Lease: (1) Lessee's failure to perform any of its monetary or nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general assignment for the benefit of creditors which is not resolved or withdrawn within 30 days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Premises, or Lessee's property on the Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed ninety (90) days, unless a shorter period of time is provided for by any applicable law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this Lease to any third party without Lessor's prior written consent; or (5) the violation of any state, federal or local law, rule, regulation, or ordinance; or (6) Lessee's abandonment of the leased Premises.

b. Upon the occurrence of any such event of default and subject to any applicable cure period as defined in paragraph 6(m), above, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this Lease with notice or demand to Lessee and enter and take possession of the leased Premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such default or termination hereof Lessor will provide Lessee with written notice of an event or occurrence of default under paragraph 13(a)(1) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has undertaken the appropriate actions to cure said default and such default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

Commented [RD2]: In section 10 above it has: "Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company ("NECEC") without Lessor consent," Should we add this exclusion in this default section?

14. Statutory Authority Over Public Lands. Lessor shall have the right to request that this Lease be amended from time to time and throughout the term of this Lease in the event that any Lease term is found not to comply with Maine state law regarding the lease of property under 12 M.R.S. § 1852(4). Lessor shall send notice to Lessee of the proposed revision. Upon receipt of such notice, Lessee shall have the option to either terminate the Lease by notifying Lessor in writing within thirty (30) days of receipt of notice or negotiate an amendment to the Lease in order to bring such term in compliance with said state law. Except as provided in this Lease, neither Party shall have the right to terminate this Lease unless the resulting non-compliance constitutes a default under Section 13 hereof, in which case Section 13 shall govern.
15. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Premises, arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.
16. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.

17. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this Lease. Acceptance by Lessor of rent or other payment with knowledge of a breach or default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.
18. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause or happening beyond the control of the parties hereto.
19. Eminent Domain. In the event that the Premises or any portion thereof shall be lawfully condemned or taken by any public authority, Lessor may, in its discretion, elect either: (a) to terminate the Lease; or (b) to allow this Lease to continue in effect in accordance with its terms, provided, however, that a portion of the rent shall abate equal to the proportion of the Premises so condemned or taken. All condemnation proceeds shall be Lessor's sole property without any offset for Lessee's interests hereunder.
20. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.
21. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under Maine law. Lessor specifically retains any and all protections provided under Maine law to owners of land, including but not limited to those provided under the Maine Tort Claims Act, 14 M.R.S.A. §§ 8101-8118.
22. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.
23. Entire Agreement; Supersedes 2014 Lease. This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties. This Lease supersedes the Transmission Line Lease between Lessor and Lessee dated December 15, 2014, as amended by Lease Amendment dated June 22, 2015 (as amended, the "2014 Lease"), and the parties acknowledge that the 2014 Lease is terminated as of the effective date of this Lease.
24. Notices. All notice, demands, and other **communications** required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:
State of Maine, Department of Agriculture, Conservation and Forestry, Division of Parks and Lands,
22 State House Station, Augusta, ME 04333-0022, Attn: Director;

and if to Lessee, to;

Central Maine Power Company, Real Estate Services
83 Edison Drive, Augusta, Maine 04364, Attn. Supervisor, Real Estate

25. General Provisions:

- a. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.
- b. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. To the extent any provision herein is inconsistent with applicable state statute, the statute is deemed to govern.
- c. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.
For purposes of this Lease, a facsimile signature shall be deemed an original.

Lessor:

STATE OF MAINE

Department of Agriculture, Conservation, and Forestry
Bureau of Parks and Lands

By: _____
Print: _____
Its: _____

Dated: _____, 2020

Witness

Lessee:

CENTRAL MAINE POWER COMPANY

By: _____
Print: _____
Its: _____

Dated: _____, 2020

Witness

EXHIBIT A

Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands and
Central Maine Power Company

A non-exclusive lease over a portion of the Lessor's land located in Johnson Mountain Township (T2 R6 BKP WKR), and West Forks Plantation, Somerset County, Maine, more particularly described as follows:

A strip of land 300 feet in width beginning at the southerly line of the Maine Public Reserved Lot located on the northerly line of West Forks Plantation at a ¾" iron rebar that is the northwest corner of an easement conveyed by Weyerhaeuser Company to Central Maine Power Company in a deed dated November 17, 2016 and recorded in the Somerset County Registry of Deeds in Book 5099, Page 247;

thence N 17°-05'29" W across the land of the Lessor a distance of 4702.99 feet, more or less, to a ¾" iron rebar on the northerly line of the Maine Public Reserved Lot located in Johnson Mountain Twp., said iron rebar also being the southwesterly corner of an easement conveyed to Central Maine Power Company by Weyerhaeuser Company in a deed dated November 17, 2016 and recorded in said Registry in Book 5099, Page 237;

thence N 78°-58'-32" E along the north line of said Johnson Mountain Twp. Public Lot a distance of 301.69 feet, more or less, to a ¾" iron rebar at the southeast corner of said easement described in Book 5099, Page 237;

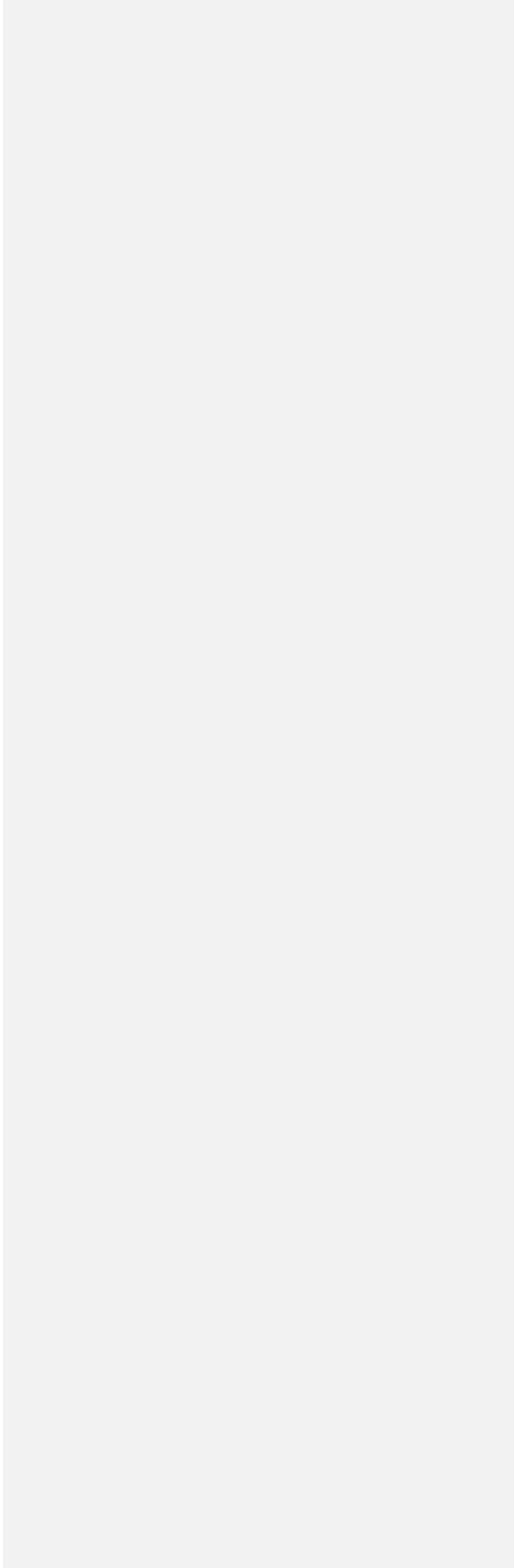
thence S 17°-05'29" E across land of the Lessor a distance of 4702.81 feet, more or less, to a ¾" iron rebar at the southerly line of said West Forks Plantation Public Lot and the northeast corner of said easement described in Book 5099, Page 247;

thence S 78°-56'32" W along the southerly line of said West Forks Plantation Public Lot a distance of 301.67 feet, more or less, to the point of beginning, said lease area containing 32.39 acres, more or less.

Bearings are referenced to Grid North, Maine West Zone. For reference, see a survey by Sackett & Brake Survey, Inc. #2020076, dated March 23, 2020, to be recorded in said Registry.

All above referenced iron rebars are capped with a red plastic cap inscribed "S.W. Gould PLS 2318".

EXHIBIT B
Leased Premises
(Survey Plan dated March 23, 2020)



ADDITIONAL ATTACHMENTS:

- Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects
- Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects
- Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects

Koyanagi, Gayle

From: Rodrigues, David
Sent: Thursday, April 16, 2020 4:03 PM
To: Cutko, Andy
Subject: FW: IFW Standards Utility ROW, Johnson Mtn West Forks CMP amendment.
Attachments: FINAL_Performance Standards for DWA in ROW Projects.pdf; FINALPerformance Standards for Buffers in ROW Projects.pdf; FINALPerformance Standards for IWWH in ROW Project.pdf; FINALPerformance Standards SVPs in ROW Projects.pdf

Andy,

I asked Sarah and IFW for updates to the utility corridor IFW standards. The ones from 2014 have not been changed, but they added one additional one for DWA. Do you want to add the DWA Standards or any additional review from IFW for this amendment, see Bob's message below?

David Rodrigues
Director of Real Property Management
Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
(207) 287-4916

From: Spencer, Sarah M <Sarah.M.Spencer@maine.gov>
Sent: Thursday, April 16, 2020 3:51 PM
To: Rodrigues, David <David.Rodrigues@maine.gov>
Cc: Stratton, Robert D <Robert.D.Stratton@maine.gov>; Robicheau, Ryan <Ryan.Robicheau@maine.gov>
Subject: FW: IFW Standards Utility ROW

Hi David,

Here's some information. Feel free to reach out to Bob Stratton if an environmental review by IFW is desired.

Take Care,
Sarah

From: Stratton, Robert D <Robert.D.Stratton@maine.gov>
Sent: Thursday, April 16, 2020 3:10 PM
To: Spencer, Sarah M <Sarah.M.Spencer@maine.gov>
Cc: Robicheau, Ryan <Ryan.Robicheau@maine.gov>
Subject: RE: IFW Standards Utility ROW

Hi Sarah,

The 2012 ROW Performance Standards have not been formally updated. The three that you forwarded: Riparian buffers, IWWHs, and SVPs are current. I've added the DWA standards from the same date. As you know, we have updated species and habitat descriptions as we developed industry specific guidelines for wind (2018) and solar (2020) energy. And, we developed more recent language as part of review of significant projects such as the NECEC transmission line proposal. If there are specific resources in the area that BPL is considering, we can provide an

environmental review with site specific information if desired. Let me know if there are questions or concerns. thanks, Bob.

Bob Stratton

Wildlife Biologist

Environmental Program Manager

Maine Department of Inland Fisheries & Wildlife

284 State Street; 41 State House Station

Augusta, Maine 04333-0041

(207) 287-5659

mefishwildlife.com

Correspondence to and from this office is considered a public record and may be subject to a request under the Maine Freedom of Access Act. Information that you wish to keep confidential should not be included in email correspondence.

From: Spencer, Sarah M <Sarah.M.Spencer@maine.gov>

Sent: Thursday, April 16, 2020 11:50 AM

To: Stratton, Robert D <Robert.D.Stratton@maine.gov>

Cc: Robicheau, Ryan <Ryan.Robicheau@maine.gov>

Subject: FW: IFW Standards Utility ROW

Hi Bob,

Have the attached documents been updated since 2012? If so, we can provide copies to David Rodrigues as requested? Has IFW developed any additional utility corridor standards we can share?

Thank you,
Sarah

From: Rodrigues, David <David.Rodrigues@maine.gov>

Sent: Thursday, April 16, 2020 10:26 AM

To: Spencer, Sarah M <Sarah.M.Spencer@maine.gov>

Subject: FW: IFW Standards Utility ROW

Hi Sarah,

I hope you are well. We are working on amending a utility corridor lease and the attached IFW guidance documents were attachments to the lease in 2014. Do you know if these documents have been changed or updated since 2014? If yes, please send the new Standards so we can attach them to the amended lease.

Thanks,
David

David Rodrigues
Director of Real Property Management
Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
(207) 287-4916



Recommended Performance Standards for Deer Wintering Areas in Overhead Utility ROW Projects

March 26, 2012

Applicability: This document applies to linear right-of-way projects that cross Deer Wintering Areas (DWA) mapped by MDIFW. Deer Wintering Areas are a critical habitat for white-tailed deer living at the northern end of their range. A DWA is the habitat where deer go to avoid harsh winter winds and deep snow. During a winter of average severity, a deer living in southern Maine will require this shelter for 35 to 70 days. In far northern Maine dependency is usually 90 to 160 days. Quality winter shelter occurs where certain landforms and forest stands meet. Overhead utility right-of-ways can fragment DWA cover or travel lanes, can provide enhanced access for predators, and can provide an important source of browse.

General Project Alignment : Where practicable, right-of-way alignment should be designed to avoid vegetation clearing within mapped DWAs. Where full avoidance is not an option, alignments should minimize fragmentation of the habitat by crossing as close to the outer edge as possible, or minimizing the length of the proposed disturbance by crossing narrow portions of the DWA.

Specific Deer Wintering Area Performance Standards

A. Defining Boundaries and Setbacks

The limits of DWAs must be clearly marked in the field prior to the start of construction or subsequent maintenance work.

B. Arboricultural Management Practices

(1) Capable vegetation may be removed and controlled within the transmission line corridor portions of the development. However, within DWAs, a “feathered” clearing and maintenance approach will be used. Specifically, forested areas of the ROW will be cleared in a manner that allows for a gradual increase in tree height away from the centerline, as long as it does not impinge on the safety and reliability of the transmission line. Areas under the transmission line centerline may be cleared and maintained, but as the clearing approaches the edge of the ROW, an increasing amount of taller coniferous cover will be left to allow deer the ability to travel unimpeded from browse

areas to quality cover during restrictive winter conditions. Capable vegetation is defined as species that are capable of growing to a height that would reach the conductor safety zone. Most tree species in Maine are defined as capable vegetation.

(2) When terrain conditions permit (e.g., ravines and narrow valleys) capable vegetation must be retained and permitted to grow within DWAs where maximum growing height can be expected to remain below the conductor safety zone. Narrow valleys are those that are spanned by a single section of transmission line, pole-to-pole.

(3) When capable vegetation within a DWA must be removed for the purpose of construction, natural re-generation of non-capable woody vegetation must be allowed within the DWA. To facilitate the regeneration of natural vegetation, the contractor must separate the topsoil from the mineral soil when excavating during project construction. The excavated topsoil must be returned to its original place and position in the landscape and appropriate erosion control methods utilized.

(4) Within a DWA impacts to scrub-shrub and herbaceous vegetation, and other non-capable species must be minimized to the maximum extent practicable.

(5) As deer frequently travel along riparian zones within DWA's a vegetated buffer at least 100 feet wide on either side of streams, rivers, or wetlands associated with a DWA should be maintained. Only capable vegetation that pose a safety or reliability issue will be removed within this buffer during construction and maintenance activities.

(6) No herbicide will be used within DWAs and maintenance activities will be performed by hand to promote hardwood stump sprouting that provides valuable browse for wintering deer.

(7) Harvesting is encouraged during winter conditions to protect regeneration, provide a one-time but beneficial source of food for deer (tops, downed lichen, etc.), and enhance deer mobility during the operation through snow compaction by logging equipment.

C. Spill Management

(1) Any spill or release of petroleum products or other hazardous material within a utility transmission line corridor must be managed in accordance with the Spill Contingency Plan as approved by the Maine Department of Environmental Protection.

(2) No fuel storage, vehicle/equipment parking and maintenance, and refueling activity should not occur within a DWA.



Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects

March 26, 2012

Applicability: This document applies to linear right-of-way projects that cross or abut rivers, streams, and brooks and associated riparian buffers. Maintaining vegetated riparian buffers is critical to maintain habitat conditions for a diversity of aquatic species that require cool, clean water with regular contributions of leaf fall and woody debris. For the purposes of this document, riparian buffers are defined as 100-foot natural vegetated buffers measured from the upland edge of associated fringe and floodplain wetlands on either side of the waterbody.

General Project Alignment: Where practicable, right-of-way alignment should be designed to avoid vegetation clearing within the riparian buffer. Where full avoidance is not an option, alignments should minimize the number and length of necessary waterbody crossings. The placement of structures within a riparian buffer must be avoided to the maximum extent practicable.

Defining Boundaries and Setbacks

The riparian buffer limits and setbacks defined in subsections of this document must be clearly marked in the field prior to the start of construction or subsequent maintenance work.

Riparian Buffer Performance Standards

A. Arboricultural Management Practices

(1) Capable vegetation may be removed and controlled within the transmission line corridor portions of the development. Capable vegetation is defined as species that are capable of growing to a height that would reach the conductor safety zone. Most tree species in Maine are defined as capable vegetation.

(2) Where capable vegetation removal would result in less than 20% areal coverage of woody vegetation within 25-feet of the stream, saplings that do not pose an immediate threat to the conductor safety zone should be left, or topped such that 50% areal

coverage of woody vegetation persists. As shrub growth develops, sapling sized capable vegetation can be removed.

(3) When terrain conditions permit (e.g., ravines and narrow valleys) capable vegetation must be permitted to grow within riparian buffers where maximum growing height can be expected to remain below the conductor safety zone. Narrow valleys are those that are spanned by a single section of transmission line, pole-to-pole.

(4) If a right-of-way crosses a riparian buffer we encourage pole spacing to minimize line sagging and maximize allowed growing height of vegetation within the riparian buffer.

(5) When capable vegetation within a riparian buffer must be removed for the purpose of construction, natural re-generation of non-capable woody vegetation must be allowed within the riparian buffer. To facilitate the regeneration of natural vegetation, the contractor must separate the topsoil from the mineral soil when excavating during project construction. The excavated topsoil must be returned to its original place and position in the landscape and appropriate erosion control methods utilized.

(6) Within a riparian buffer impacts to scrub-shrub and herbaceous vegetation, and other non-capable species must be minimized to the maximum extent practicable.

B. Herbicide Application

(1) Herbicides may not be applied within 25-feet of any river, stream, or brook. Herbicide should be limited to hand application only within a zone of 25 to 50 feet from the edge of a stream.

(2) Elsewhere in the riparian buffer herbicide usage must comply with all label requirements and standards established by the Maine Board of Pesticides Control (MBPC), as periodically amended. Herbicide restrictions and approvals are governed by MBPC. Some key standards include the following:

- (a) Use of only trained applicators working under licensed supervisors.
- (b) Awareness of the impacts of climatic conditions prior to application.
- (c) Application prohibited when wind speed exceeds 15 MPH as measured on-site at the time of application and administered in such a manner that drift is minimized to the extent practicable.

(3) Products with low potential for mobility and low persistence in the environment must be selected for use in riparian buffers. When operating within riparian buffers the following is required:

- (a) Only the following herbicides may be used unless otherwise approved in consultation with MDIFW prior to application:
 - (i) 2,4-D salt formulation, NOT the ester formulation,
 - (ii) Glyphosate,

- (iii) Imazapyr,
- (iv) Fosamine Ammonium,
- (v) Aminopyralid Triisopropanolammonium, and
- (vi) Metsulfuron methyl

(b) Only the following surfactants may be used unless otherwise approved in consultation with MDIFW prior to application:

- (i) Agri-Dex,
- (ii) Competitor,
- (iii) Dyne-Amic,
- (iv) Clean Cut,
- (v) Cide-Kick,
- (vi) Nu-Film IR,
- (vii) Induce,
- (viii) Chemsurf90, and
- (viii) 41-A

(4) Herbicides must be applied in accordance with USEPA label requirements to minimize washoff.

(5) There may be no aerial or motorized application of herbicides.

(6) Pre-application planning meetings between the electric utility owner or agent and pesticide applicator must be conducted.

(7) The electric utility owner or agent must closely supervise and inspect all riparian buffers during application.

(8) Low-pressure, manual backpack sprayers, with appropriate nozzles to minimize drift, must be used.

(9) Herbicide application must be specific to individual targeted species.

(10) The owner or agent must conduct post-treatment inspection.

(11) No herbicide may be stored, mixed or loaded within any riparian buffer.

C. Spill Management

(1) Any spill or release of petroleum products or other hazardous material within a utility transmission line corridor must be managed in accordance with the Spill Contingency Plan as approved by the Maine Department of Environmental Protection.

(2) No fuel storage, vehicle/equipment parking and maintenance, and refueling activity should occur within 100 feet of any river, stream, or brook.

D. Equipment Use

(1) Initial clearing within a riparian buffer must be undertaken during frozen ground conditions whenever practicable, and if not practicable, the recommendations of a third-party inspector must be followed regarding appropriate techniques to minimize disturbance to the maximum extent practicable, such as the use of travel lanes to accommodate mechanical equipment use within the riparian buffer.

(2) Unless frozen, streams must be crossed using mats or bridges. Equipment may cross streams on rock, gravel or ledge bottom so long as such a crossing does not result in bank rutting or erosion.

(3) Culverts may be installed during the construction of the temporary access roads provided that the streams to be culverted are not: Class A or AA waters, outstanding river segments, do not support salmon or other coldwater fisheries, or contain threatened or endangered species. Culverts must be installed when the stream channel is dry, the stream may be dammed and pumped around the construction site, and the culverts must be embedded six inches into the soil and sized so that the diameter is equal to 1.2 times the bank full width of the stream. The stream channel must be restored to natural conditions when the culverts are removed.

(4) Matting used for any construction or maintenance purposes:

(a) shall not be made from wood from ash trees (*Fraxinus spp*);

(b) shall be free of bark;

(c) shall be cleaned of soil and vegetative material by pressure washing if imported from out of State;

(d) shall not have been used in, or made from lumber from, Federally Quarantined areas as setout in 7 CFR 301 unless accompanied by the appropriate USDA certificate of treatment required for interstate transport. Said certificates will be maintained in a central filing location available for review by appropriate Agency personnel for a period of three years after project completion, as determined by utility owner; and,

(e) must have shipping information sufficient to identify the shipper and number and shipping origin of the mats.

(f) shall be subject to potential inspection for compliance with these standards by the Maine Forest Service and U. S. Department of Agriculture.

E. Slash Management

(1) No accumulation of slash shall be left within 50 feet, horizontal distance, of the top of the stream bank. In all other areas slash must either be removed or disposed of in

such a manner that it lies on the ground and no part thereof extends more than 4 feet above the ground.

(2) Any debris that falls below the normal high-water line of a stream shall be removed.



Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects

March 26, 2012

Applicability: This document applies to linear right-of-way projects that cross or abut mapped moderate or high value Inland Waterfowl and Wading Bird Habitats (IWWH) as defined in Chapter 335 of Maine's Natural Resources Protection Act. By definition IWWH includes the non-forested wetland complex and a 250 ft wide zone surrounding the wetland complex. Maps of IWWH polygons regulated under Chapter 335 are available through the Maine Department of Environmental Protection or by contacting our offices.

General Project Alignment Recommendations: Where practicable, right-of-way alignment should be designed to avoid vegetation clearing within mapped IWWH areas. Where full avoidance is not an option, alignments must minimize fragmentation of the habitat by crossing as close to the outer edge as possible, or minimizing the length of the proposed disturbance by crossing narrow portions of the IWWH. The placement of structures within an IWWH must be avoided to the maximum extent practicable.

Defining Boundaries and Setbacks

The limits of an IWWH and setbacks defined in subsections of this document must be clearly marked in the field prior to the start of construction or subsequent maintenance work.

Specific Inland Waterfowl and Wadingbird Habitat Performance Standards

A. Arboricultural Management Practices

(1) Capable vegetation may be removed and controlled within the transmission line corridor portions of the development. Capable vegetation is defined as species that are capable of growing to a height that would reach the conductor safety zone. Most tree species in Maine are defined as capable vegetation.

(2) Where the practice is possible, the MDIFW encourages topping of large diameter (>12 inches diameter at breast height) capable trees to create snags to support waterfowl nesting cavities.

(3) When terrain conditions permit (e.g., ravines and narrow valleys) capable vegetation must be permitted to grow within an IWWH where maximum growing height can be expected to remain below the conductor safety zone. Narrow valleys are those that are spanned by a single section of transmission line, pole-to-pole.

(4) If a right-of-way crosses an IWWH we encourage close pole spacing to minimize line sagging and maximize allowed growing height of vegetation within the IWWH.

(5) When capable vegetation within an IWWH must be removed for the purpose of construction, natural re-generation of non-capable woody vegetation must be allowed within the IWWH. To facilitate the regeneration of natural vegetation, the contractor must separate the topsoil from the mineral soil when excavating during project construction. The excavated topsoil must be returned to its original place and position in the landscape and appropriate erosion control methods utilized.

(6) Within an IWWH impacts to scrub-shrub and herbaceous vegetation, and other non-capable species must be minimized to the maximum extent practicable.

(7) No clearing or vegetation maintenance work shall occur within the IWWH during the peak waterfowl and wading bird nesting season (April 15th to July 15th) unless approved in consultation with MDIFW.

(8) Provided they do not present a safety hazard and are naturally present, the permittee must leave undisturbed a minimum of 2-3 snags per 500 linear feet of corridor to provide nesting habitat for waterfowl. Snags must be a minimum of 12 inches diameter at breast height, larger diameter snags are preferred.

B. Heron Colony Surveys

Prior to initial transmission line clearing, the permittee must complete field investigations for the presence heron colonies within or immediately adjacent to IWWH. Surveys for great blue heron (State Special Concern) colonies must be conducted between April 20th and May 31st. In northern and downeast Maine where nesting tends to initiate later, surveys must not begin until the beginning of May. If heron colonies are noted, the permittee shall contact MDIFW to discuss avoidance measures and project timing considerations that would best minimize impacts to nesting herons.

C. Herbicide Application

(1) Herbicides may not be applied within 25-feet of any wetland (including forested wetlands) that is within an IWWH.

(2) Elsewhere in the IWWH herbicide usage must comply with all label requirements and standards established by the Maine Board of Pesticides Control (MBPC), as periodically

amended. Herbicide restrictions and approvals are governed by MBPC. Some key standards include the following:

- (a) Use of only trained applicators working under licensed supervisors.
- (b) Awareness of the impacts of climatic conditions prior to application.
- (c) Application is prohibited when wind speed exceeds 15 MPH as measured on-site at the time of application. The application must be administered such that drift is minimized to the maximum extent practicable.

(3) Products with low potential for mobility and low persistence in the environment must be selected for use in riparian buffers. When operating within an IWWH the following is required:

(a) Only the following herbicides may be used unless otherwise approved in consultation with MDIFW prior to application:

- (i) 2,4-D salt formulation, NOT the ester formulation,
- (ii) Glyphosate,
- (iii) Imazapyr,
- (iv) Fosamine Ammonium,
- (v) Aminopyralid Triisopropanolammonium, and
- (vi) Metsulfuron methyl

(b) Only the following surfactants may be used unless otherwise approved in consultation with MDIFW prior to application:

- (i) Agri-Dex,
- (ii) Competitor,
- (iii) Dyne-Amic,
- (iv) Clean Cut,
- (v) Cide-Kick,
- (vi) Nu-Film IR,
- (vii) Induce,
- (viii) Chemsurf90, and
- (vii) 41-A

(4) Herbicides must be applied in accordance with USEPA label requirements to minimize washoff.

(5) There may be no aerial or motorized application of herbicides.

(6) Pre-application planning meetings between the permittee and the pesticide applicator must be conducted.

(7) The permittee must closely supervise application and inspect application gear

(8) Low-pressure, manual backpack sprayers, with appropriate nozzles to minimize drift, must be used.

(9) Herbicide application must be specific to individual targeted species.

(10) The permittee must conduct post-treatment inspection.

(11) No herbicide may be stored, mixed or loaded within 100 ft of any wetland that is within an IWWH.

C. *Spill Management*

(1) Any spill or release of petroleum products or other hazardous material within a utility transmission line corridor must be managed in accordance with the Spill Contingency Plan as approved by the Maine Department of Environmental Protection.

(2) No fuel storage, vehicle/equipment parking and maintenance, and refueling activity may occur within 100 ft of any wetland that is within an IWWH.

D. *Equipment Use*

(1) Initial clearing, slash removal, and non-emergency infrastructure maintenance within an IWWH must be undertaken during frozen ground conditions whenever practicable. In the event that it is not practicable, vegetation within the IWWH must be removed using hand cutting or appropriate techniques that minimize disturbance to the maximum extent practicable.

(2) Timber mats shall be used to prevent excessive rutting and designated travel lanes shall be used to minimize unnecessary vegetation disturbance.

(3) Matting used for any construction or maintenance purposes:

(a) shall not be made from wood from ash trees (*Fraxinus spp*);

(b) shall be free of bark;

(c) shall be cleaned of soil and vegetative material by pressure washing if imported from out of State;

(d) shall not have been used in, or made from lumber from, Federally Quarantined areas as setout in 7 CFR 301 unless accompanied by the appropriate USDA certificate of treatment required for interstate transport. Said certificates will be maintained in a central filing location available for review by appropriate personnel for a period of three years after project completion, as determined by permittee;

(e) must have shipping information sufficient to identify the shipper, shipping origin, and number of mats;

(f) shall be subject to potential inspection for compliance with these standards by the Maine Forest Service and U. S. Department of Agriculture.

E. Bird Diverters

Where transmission lines cross the non-forested wetland components of an IWWH, the permittee must install bird diverters or aviation marker balls according to manufacturer's guidelines and applicable transmission line codes unless otherwise determined to be impracticable in consultation with MDIFW. If aviation markers are used, colors must alternate between yellow/white (for overcast conditions) and red (for clear conditions). Alternative measures may be considered only in consultation with MDIFW.

F. Slash Management

No accumulation of slash shall be left within fifty (50) feet, horizontal distance, of the edge of the wetland habitat. In all other areas slash shall either be removed or disposed of in such a manner that it lies on the ground and no part thereof extends more than four (4) feet above the ground. Any debris that falls into the habitat shall be removed.

G. Invasive Species

In order to prevent the introduction and spread of invasive plant species within and between IWWH as a result of construction, the following must occur:

- a) Locations within the electric utility transmission line corridor that contain invasive plant species must be identified.
- b) The application must include an invasive species vegetation monitoring plan in its integrated vegetation management plan (IVMP). The vegetation monitoring plan must have a stated objective of preventing the introduction and spread of invasive species as a result of construction.
- c) Hand removal or other non-chemical methods for controlling invasive plant growth are preferred; however if determined to be ineffective, herbicide application may be an acceptable alternative method.

H. Inspector Oversight

The permittee must have a third-party inspector provide oversight to the clearing of IWWH habitats during construction.



Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects

March 26, 2012

Applicability: This document applies to linear right-of-way projects that host Significant Vernal Pools (SVPs) as defined in Chapter 335 of Maine's Natural Resources Protection Act. The definition of SVP habitat for the purposes of the standards below includes the pool depression and the 250 ft radius around the high water boundary of the pool that lies within the ownership or control of the ROW developer.

Data Submission: All vernal pool data assessments (significant and non-significant) by the permittee must be provided to MDIFW before or during the permit application process. Delays in submission of vernal pool data may affect the speed and efficiency of project review and permitting.

General Project Alignment: Where practicable, right-of-way alignment should be designed to avoid impacts to SVP habitat. Where full avoidance is not an option, alignments should minimize impacts to SVP habitat by siting development as close as practicable to the outside edge of the SVP habitat, and by designing alignments that do not require vegetation management within the pool and depression components of a SVP habitat. Where avoidance is not practicable, and project impacts to SVPs are realized, close adherence to the minimization standards outlined in this document should be considered a mitigating factor by MDEP when calculating partial habitat compensation requirements.

SVP Habitat Performance Standards:

A. Defining Management Boundaries:

The SVP habitat boundaries and all setbacks defined in subsections of this document must be clearly marked in the field prior to the start of construction or subsequent maintenance work.

B. Arboricultural Management Practices:

(1) Capable vegetation may be removed and controlled within the transmission line corridor portions of the development. Capable vegetation is defined as species that are capable of growing to a height that would reach the conductor safety zone. Most tree species in Maine are defined as capable vegetation.

(2) When terrain conditions permit (e.g., ravines and narrow valleys) capable vegetation must be permitted to grow within SVP habitats where maximum growing height can be expected to remain below the conductor safety zone. Narrow valleys are those that are spanned by a single section of transmission line, pole-to-pole.

(3) If a powerline right-of-way crosses a SVP depression, utility poles should be spaced to minimize line sagging and maximize potential growing height of otherwise capable vegetation in the SVP depression and habitat zone.

(4) When capable vegetation within SVP habitat must be removed for the purpose of construction, natural re-generation of non-capable woody vegetation must be allowed within the SVP habitat. To facilitate the regeneration of natural vegetation, the contractor must separate the topsoil from the mineral soil when excavating during project construction. The excavated topsoil should be returned to its original place and position in the landscape and appropriate erosion control methods utilized.

(5) Within a SVP habitat impacts to scrub-shrub and herbaceous vegetation, and other non-capable species must be minimized to the maximum extent practicable.

C. Herbicide Application:

(1) Herbicide usage must comply with all label requirements and standards established by the Maine Board of Pesticides Control (MBPC), as periodically amended. Herbicide restrictions and approvals are governed by MBPC. Some key standards include the following:

- (a) Use of only trained applicators working under licensed supervisors.
- (b) Awareness of the impacts of climatic conditions prior to application.
- (c) Application prohibited when wind speed exceeds 15 MPH as measured on-site at the time of application and administered in such a manner that drift is minimized.

(2) Products with low potential for mobility and low persistence in the environment must be selected for use in SVP habitats. When operating within SVP habitats the following is required:

(a) Only the following herbicides may be used unless otherwise approved in consultation with MDIFW prior to application:

- (i) 2,4-D salt formulation, NOT the ester formulation,
- (ii) Glyphosate,
- (iii) Imazapyr,
- (iv) Fosamine Ammonium,
- (v) Aminopyralid Triisopropanolammonium, and
- (vi) Metsulfuron methyl

(b) Only the following surfactants may be used unless otherwise approved in consultation with MDIFW prior to application:

- (i) Agri-Dex,
- (ii) Competitor,

- (iii) Dyne-Amic,
- (iv) Clean Cut,
- (v) Cide-Kick,
- (vi) Nu-Film IR,
- (vii) Induce,
- (viii) Chemsurf90, and
- (vii) 41-A

(3) Herbicides must be applied in accordance with USEPA label requirements to minimize washoff.

(4) There may be no aerial or motorized application of herbicides.

(5) Pre-application planning meetings between the ROW owner or agent and pesticide applicator must be conducted.

(6) The ROW owner or agent must closely supervise and inspect all SVP habitats during application.

(7) Low-pressure, manual backpack sprayers, with appropriate nozzles to minimize drift, must be used.

(8) Herbicide application must be specific to individual targeted species.

(9) No herbicide may be stored, mixed or loaded within any SVP habitat.

(10) Herbicides should not be applied within 100 feet of SVP depressions whether there is standing water present or not during time of application.

D. Spill Management:

(1) Any spill or release of petroleum products or other hazardous material within a utility transmission line corridor must be managed in accordance with the Spill Contingency Plan as approved by the Maine Department of Environmental Protection.

(2) No fuel storage, vehicle/equipment parking and maintenance, and refueling activity may occur within a SVP habitat.

E. Equipment Use & Vegetation Clearing:

(1) Heavy machinery should be avoided within the SVP depression; removal of capable species must be accomplished using hand cutting or “reach-in” techniques to cut and remove trees.

(2) The use of heavy machinery for clearing and maintenance of vegetation within the SVP habitat should be avoided between March 15 and June 15. Maintenance clearing during this period within the SVP habitat should utilize hand tools (e.g. brush hooks, chainsaws and selective herbicide applications), unless otherwise approved in consultation with MDIFW. No vegetation maintenance operations may occur within 25 feet of a vernal pool depression during this time period.

(3) To minimize rutting and ground disturbance, vegetation clearing, construction and non-emergency infrastructure maintenance within a SVP habitat by heavy machinery should be undertaken during frozen or dry ground conditions. Where possible, machinery should be deployed only on pre-existing or pre-designated trails within the SVP habitat.

(4) Matting used for any construction or maintenance purposes:

(a) shall not be made from wood from ash trees (*Fraxinus spp*);

(b) shall be free of bark;

(c) shall be cleaned of soil and vegetative material by pressure washing if imported from out of State;

(d) shall not have been used in, or made from lumber from, Federally Quarantined areas as setout in 7 CFR 301 unless accompanied by the appropriate USDA certificate of treatment required for interstate transport. Said certificates will be maintained in a central filing location available for review by appropriate Agency personnel for a period of three years after project completion, as determined by utility owner; and,

(e) must have shipping information sufficient to identify the shipper and number and shipping origin of the mats.

(f) shall be subject to potential inspection for compliance with these standards by the Maine Forest Service and U. S. Department of Agriculture.

F. Slash Management:

(1) No accumulation of slash shall be left within 25 feet of the edge of a SVP depression. In all other areas slash must either be distributed in such a manner that it lies on the ground and no part thereof extends more than 18 inches above the ground.

(2) Large volumes of debris (more than 5 limbs or branches) that fall into the SVP depression must be removed; such removal must occur outside of the primary egg hatching period from March 15-July 15th.

G. Inspector Oversight:

The permittee must have a third-party inspector provide oversight to the clearing of SVP habitats during construction.

**AMENDED AND RESTATED
TRANSMISSION LINE LEASE**

BETWEEN

**DEPARTMENT OF AGRICULTURE, CONSERVATION AND
FORESTRY
BUREAU OF PARKS AND LANDS**

and CENTRAL MAINE POWER COMPANY

This Amended and Restated Transmission Line Lease is made by and between the State of Maine, by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry (hereinafter called the "Lessor"), acting pursuant to the provisions of Title 12 M.R.S.A. §1852(4), and Central Maine Power Company, a Maine corporation with its principal place of business at 83 Edison Drive, Augusta, Maine (hereinafter called "Lessee"). For the considerations hereinafter set forth, the Lessor hereby leases to Lessee, and Lessee hereby takes from the Lessor, the non-exclusive use of that portion of the West Forks Plantation and Johnson Mountain Township (T2 R6 BKP WKR) Maine Public Reserved Lands in Somerset County, Maine described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein, being a three hundred (300) foot wide transmission line corridor containing 32.39 acres and located on a portion of the aforementioned Maine Public Reserved Lands. The described transmission line corridor, together with the improvements now or hereafter to be placed thereon, is hereinafter referred to as the "Property" or "Premises," and is subject to the following terms and conditions:

1. Term:

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a. This Lease shall be in effect from the date of execution of this instrument for a term of twenty (20) years and, at no less than 5 year intervals, the term of this Lease may be extended by mutual agreement for additional years as will grant Lessee a remaining Lease term totaling no more than twenty-five (25) years, so long as Lessee is in compliance with the conditions of this Lease. Lessee shall not request a Lease term extension any more often than once every five years. Notice of any Lease extension shall be given to Lessor at least six (6) months prior to the expiration of any initial term or renewal period.

b. Lessor reserves the right to terminate this Lease at any time during the term hereof to the extent permitted under the provisions contained in paragraph 13 Default.

c. Lessee has the right to terminate this Lease upon at least ninety (90) days prior written notice to Lessor, or such lesser notice period as agreed to by Lessor in writing.

d. Any notice required by this paragraph, whether by Lessee or Lessor, shall be sent postage pre-paid, registered or certified mail, return receipt requested, to the party at the address set forth in paragraph 24.

2. Rent. Lessee shall pay to the Lessor rental as follows:

An annual payment of \$_____.00. The first payment shall be due on the date of execution of this Lease (the "Initial Payment") and subsequent annual payments shall be made on or before April first of each following year. Lessee shall, within the first twelve months of this Lease, commission an appraisal of the Premises and of the fair market value of the annual rent for the Premises. Both Lessor and Lessee shall agree on the Appraiser to be assigned the appraisal assignment. In the event the appraised fair market value of the annual rent for the Premises is higher than the Initial Payment set forth above, then the parties shall amend this Lease to retroactively increase the Initial Payment due hereunder to the fair market value indicated by the appraisal. Lessee agrees to pay the cost of the appraisal.

The annual payment shall be adjusted each year in accordance with the increase in the Consumer Price Index as published by the Bureau of Labor Statistics, United States Department of Labor over the preceding one year period; provided, however, that in no event shall the annual payment for any given Lease year be less than the annual payment for any previous Lease year. As used herein, the "Consumer Price Index" means the Consumer Price Index for All Urban Consumers (CPI-U), All items in U.S. city average, all urban consumers, not seasonally adjusted, Base Period 1982-84=100. Such Index shall be adjusted as necessary to properly reflect all changes in the Base Period, using such conversion factors as may be available from the United States Government. In the event the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for the foregoing computation.

In addition, Lessee shall pay to Lessor the negotiated price of the timber present on the Premises based on mill scale and stumpage value at time the corridor is harvested for the construction of the utility corridor.

3. Use. The Property shall be used by the Lessee as follows: to erect, construct, reconstruct, replace, remove, maintain, operate, repair, upgrade, and use poles, towers, wires, switches, and other above-ground structures and apparatus used or useful for the above-ground transmission of electricity ("Facilities"), all as the Lessee, its successors and assigns, may from time to time require upon, along, and across said Property; to enter upon the Property at any time with personnel and conveyances and all necessary tools and machinery to maintain the Premises and facilities; the non-exclusive right of ingress to and egress from the Premises over and across roads and trails crossing the adjacent land of the Lessor, in accordance with paragraphs 5.a and 6.k below; to transmit electricity and communication, as conditioned below, over said wires, cables, or apparatus installed on Lessee's facilities. All such use by Lessee shall be in compliance with the State of Maine Public Utilities Commission Order Granting Certificate of Public Convenience and Necessity and Approving Stipulation dated May 3, 2019 (Docket No. 2017-00232). Lessee shall own all communication facilities and such facilities shall be for Lessee's use in its business as a public utility. In the event Lessee desires to provide capacity to others on Lessee's communication facilities, Lessee shall first obtain Lessor's written approval, which shall not be unreasonably withheld. Lessor may adjust the rent at such time as Lessee provides communication capacity to others. The rent adjustment is to be determined by an appraisal paid for by Lessee. Both Lessor and Lessee shall agree on the

Appraiser to be assigned the appraisal assignment. Lessee shall not sub-lease or contract the communication facilities for any other commercial use. The Lessor further grants to said Lessee the right to establish any and all safety and reliability regulations applicable to said transmission line corridor which said Lessee deems necessary and proper for the safe and reliable construction and maintenance of said structures, wires, and apparatus and for the transmission of electricity.

4. Quiet Enjoyment. So long as Lessee pays the rent, performs all of its non-monetary obligations, and otherwise complies with the provisions of this Lease, the Lessee's possession of the Premises for its intended use will not be disturbed by the Lessor, its successors and assigns except as otherwise provided under the terms of this Lease. Notwithstanding any provision to the contrary herein, Lessor reserves the right to enter onto the Premises at any time and from time to time to inspect the Premises.

5 Access:

- a. It is agreed by the parties to this Lease that Lessor is under no obligation to construct or maintain access to the Premises, notwithstanding any provisions of any federal, state and local law to the contrary. However, the Lessee shall be allowed to cross Lessor's abutting land by using Lessor's Forest Management Roads for access to the Premises for construction, maintenance and repairs, subject to reasonable restrictions and regulations imposed by Lessor, and the rights of others using said roads. Upon reasonable advance notice to Lessee, Lessor reserves the right to close, lock or otherwise restrict access along or through the Forest Management Roads at any time it appears reasonably necessary to protect the safety of persons or property. Such situations include, but are not limited to, spring mud season or periods of high fire danger. Lessee shall immediately repair any damage to the road caused by Lessee. Lessor is under no obligation to provide maintenance to the road. If Lessee wishes to undertake performing repairs or upgrades to the Forest Management Roads, Lessee must acquire prior written approval from Lessor. Lessee shall acquire prior written approval for the construction or use of any other access location across Lessor's land abutting the Premises which approval shall not be unreasonably withheld, delayed, or conditioned.
- b. The Lessor expressly reserves the right for itself or its guests, servants, or agents to pass and repass over the described Premises at any and all times with machinery and equipment necessary for the operation or conduct of Lessor's uses as such uses may from time to time exist, provided that: said uses will comply with the above referenced safety regulations and any applicable state law, and will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies; that the Lessor shall provide Lessee with at least three business days prior written notice if Lessor will be on the Premises with construction or logging equipment; and that such use will not unreasonably interfere with the rights of Lessee herein conveyed.

6. Lessee Covenants. The Lessee covenants as follows:

- a. No buildings, either permanent or temporary, may be constructed or placed upon the described Premises, except temporary structures during construction of the Facilities, such as field trailers.
- b. Crossing mats for stream or wetland crossings shall not be made of ash or hemlock, so as to avoid introduction of invasive pests associated with these species.
- c. No hazardous or toxic waste substance or material, residual pesticides or fertilizers, other than organic compost, shall be used or kept upon the Premises or any portion thereof, nor shall any livestock or poultry be kept temporarily or permanently thereon. Pesticides, herbicides, and chemical defoliant registered for use in Maine may be applied to the Premises only after acquiring prior written approval from Lessor and only by trained applicators working under the supervision of applicators licensed by the State of Maine in formulations and dosages approved by the Environmental Protection Agency and Lessor. One month prior to all pesticide applications, Lessee shall provide information to Lessor, including, but not limited to pesticides, herbicides, and chemical defoliant to be used, dates and methods of application, application locations and reasons for use.
- d. There shall be no vegetation removal that would result in less than 50% aerial coverage of woody vegetation and stream shading within 25 feet of a stream.
- e. There shall be no vegetation maintenance or disturbance within a 50-foot radius around the high water boundary of a significant vernal pool from March 15 – July 15; provided, however, that Lessee may take all appropriate actions with regards to vegetation management to ensure that Lessee is in compliance with all federal and state laws, rules and regulations imposed upon Lessee as the owner and operator of the Facilities.
- f. Lessee shall not make any strip or waste of the Leased Premises or of any other lands of Lessor. Vegetation clearing within the Leased Premises for Lessee's Facilities shall be limited to standards approved by the Maine Public Utilities Commission and shall encourage a ground cover of woody species with a maximum mature height approaching but not exceeding 15 feet. Lessee shall make every effort to minimize clearings and cutting of vegetation.
- g. Lessee acknowledges that lease of the Premises by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry is unique, and that in authorizing the Lease under 12 M.R.S. § 1852(4)(A), Lessor requires that Lessee shall make every reasonable effort within the leased Premises to be in conformance with the Maine Department of Inland Fisheries and Wildlife "Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects", "Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects", and "Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects", all dated March 26, 2012, which copies are attached to this Lease, or the publication's most current version.

- h. Lessee shall not kindle any outside fires on the Premises or any other land of the Lessor, except in accordance with applicable federal, state and local regulations, and hereby agrees to assist with any means at Lessee's disposal in putting out fires occurring on the Premises or adjacent areas, and to report promptly such fires to Lessor or its representative and to the appropriate authorities.
- i. Lessee agrees to maintain the Premises in a neat and sanitary manner and to provide for proper disposal of all garbage, trash, septic (for purposes of this Lease, "septic" shall mean, but is not limited to, sewage, wash water, black water, gray water and slop water), and other waste in compliance with all applicable federal, state and local laws and in a manner so as not to be objectionable or detract from the aesthetic values of the general area. Lessee shall not discharge any untreated or partially treated sewage or other waste materials directly or indirectly into any body of water including but not limited to, any wetland, stream, river, lake, pond, or groundwater. In addition, Lessee covenants that it bears the responsibility for any noncompliance with all federal, state and local laws and regulations governing septic and other waste disposal resulting from Lessee's activities and Lessee shall indemnify and hold harmless Lessor from and against any and all actions, suits, damages and claims by any party by reason of noncompliance by Lessee with such laws and regulations. Such indemnification shall include all Lessor's costs, including, but not limited to reasonable attorney fees.
- j. No non-forest waste including, but not limited to, broken equipment, spilt fuels, fluids and lubricants, fluid and lubricant containers, equipment parts, tires, debris, garbage, or trash shall be deposited, discharged, dumped or buried upon the Premises. Forest woody waste (e.g., wood chips and stumps) may be disposed of on the premises, but may not be disposed of in piles. Stumps shall be buried in "stump dump" holes, except that small numbers of stumps (four or less) may be left aboveground. All non-forest waste shall be disposed of legally and not on property of Lessor.
- k. Lessee shall not build permanent roads on the Premises without obtaining prior specific written permission from the Lessor; provided, however, that Lessee may construct a minimal number of temporary roads and trails to facilitate the construction of the transmission line (tree clearing, pole setting, wiring). At the time construction is completed, all temporary roads and trails shall be dismantled and put to bed or converted to permanent access trails. All access trails shall be built to Best Management Practices (BMP) standards as shown in the "Maine Motorized Trail Construction and Maintenance Manual" written by the Bureau of Parks and Lands Off-Road Vehicle Division, dated May 2011 and all roads shall be built pursuant to those Best Management Practices (BMPs) standards pertaining to forest management and road construction practices set forth in the publication entitled, "Best Management Practices for Forestry: Protecting Maine's Water Quality," prepared by the Maine Department of Agriculture, Conservation and Forestry, Maine Forest Service, in such publication's most current version at the time of the grant of this Lease, and as the same may be further amended, supplemented or replaced after the date of the execution of this Lease.

Prior to start of construction, Lessee shall provide an Access and Maintenance Plan to Lessor for review and approval. This plan shall provide details and maps on proposed roads, permanent and temporary, access points, temporary trails, inspection, and maintenance access, and descriptions of any proposed bridges, temporary or permanent.

- l. Natural Plant Community, wetland and Significant Vernal Pool field surveys of the Premises must be conducted by Lessee or Lessee's designee prior to any construction on the Premises. Lessee shall send to Lessor and to the Maine Department of Inland Fisheries and Wildlife a copy of all completed surveys before commencing any construction on the Premises.
- m. Lessee shall be in compliance with all Federal, State and local statutes, ordinances, rules, and regulations, now or hereinafter enacted which may be applicable to Lessee in connection to its use of the Premises. Lessee further shall not construct, alter or operate the described Premises in any way until all necessary permits and licenses have been obtained for such construction, alteration or operation. Lessee shall provide written confirmation that Lessee has obtained all material permits and licenses to construct and operate the Facilities. Lessee shall furnish Lessor with copies of all such permits and licenses, together with renewals thereof to Lessor upon the written request of Lessor. This Lease shall terminate at the discretion of the Lessor for failure of Lessee to obtain all such required permits. Prior to such termination, however, Lessor shall provide written notice to Lessee of such failure and Lessee shall have 30 days in which to cure such failure.
- n. In the event of the following:
 - a) Lessee constructs an electric transmission line on the Premises; and
 - b) Lessee has determined, in its sole discretion, to rebuild the existing transmission line (the "Jackman Tie Line") located on that part of the existing 100-foot wide utility corridor described in a lease dated July 9, 1963 and recorded in the Somerset County Registry of Deeds, Book 679, Page 37 (the "Jackman Tie Line Lease") that is located westerly of the Premises and easterly of Route 201; and
 - c) Lessee receives all permits and regulatory approvals necessary to rebuild the line in such new location including, but not limited to, approvals of the Maine Public Utilities Commission and the Maine Department of Environmental Protection; then

Lessee agrees to relocate said Jackman Tie Line from the above described portion of the Jackman Tie Line Lease to a location on the Premises and such other corridor as acquired by the Lessee from others. Upon completion of any such relocation of the Jackman Tie Line or its functional replacement pursuant to this section and removal of Lessee's facilities from that portion of the Jackman Tie Line Lease lying westerly of the Premises, Lessor and Lessee agree to amend the Jackman Tie Line Lease to delete from the lease area that portion of the Jackman Tie Line Lease lying westerly of the Premises. All other terms and conditions of the Jackman Tie Line Lease shall remain in full force and effect. The term "rebuild" as used in this paragraph, shall not include routine repair or replacement of poles, crossarms, insulators, braces or conductor.

7. Liability and Insurance.

a. Lessee shall without unreasonable delay inform Lessor of all risks, hazards and dangerous conditions caused by Lessee which are outside of the normal scope of constructing and operating the Facilities of which Lessee becomes aware of with regards to the Premises. Lessee assumes full control of the Premises, except as is reserved by Lessor herein, and is responsible for all risks, hazards and conditions on the Premises caused by Lessee.

b. Except for the conduct of Lessor and Lessor's guests and agents, Lessor shall not be liable to Lessee for any injury or harm to any person, including Lessee, occurring in or on the Premises or for any injury or damage to the Premises, to any property of the Lessee, or to any property of any third person or entity. Lessee shall indemnify and defend and hold and save Lessor harmless, including, but not limited to costs and attorney fees, from: (a) any and all suits, claims and demands of any kind or nature, by and on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen in or on the Premises that is caused by the Lessee or its Agents; and (b) any matter or thing arising out of the condition, maintenance, repair, alteration, use, occupation or operation of the Premises, the installation of any property thereon or the removal of any property therefrom that is done by the Lessee or its Agents. Lessee shall further indemnify Lessor against all actions, suits, damages, and claims by whoever brought or made by reason of the nonobservance or nonperformance of Lessee or its Agents of: (a) any obligation under this Lease; or (b) any federal, state, local law or regulation pertaining to Lessee's use of the Premises.

c. The Lessee shall obtain and keep in force, for the duration of this Lease, a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Lease with adequate liability coverage over at least one million dollars for each occurrence and two million dollars in annual aggregate in general commercial liability coverage to protect the Lessee and the Lessor from suits for bodily injury and damage to property. Nothing in this provision, however, is intended to waive the immunity of the Lessor. Upon execution of this Lease, the Lessee shall furnish the Lessor with a certificate of insurance as verification of the existence of such liability insurance policy.

8. Lessee's Liability for Damages. Lessee shall be responsible to Lessor for any damages caused directly or indirectly by Lessee or its guests, servants or agents, including, but not limited to, interference or meddling with any tools, machinery, equipment, gates, buildings, furniture, provisions or other property of the Lessor on the Premises, its agents, employees or guests.

9. Tax Proration. Lessee shall pay when due all taxes levied on the personal property and improvements constructed by Lessee and located on the Premises. Lessor shall be responsible for any real property taxes levied on the Premises based on unimproved land.

Lessor shall have no ownership or other interest in any of the Facilities on the Property and Lessee may remove any or all of the Facilities at any time.

10. Lease Assignment, Sublease and Colocation: Lessee shall not assign or sublease in whole or part without prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may lease the Premises for other compatible uses and colocation of other utilities so long as such rights do not extend to access to the Facilities, said uses will not prohibit the Lessee from complying with the conditions or requirements imposed by permitting agencies, and such use will not interfere with the rights herein conveyed, including the right to build such additional Facilities as may be accommodated on the Premises using transmission line spacing standards approved by the Maine Public Utilities Commission. Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company ("NECEC") without Lessor consent, so long as Lessee gives written notice of such assignment to Lessor, together with a copy of the executed assignment, and so long as the assignment expressly provides that NECEC has assumed all of the Lessee's obligations under this Lease. Upon delivery of such notice and such executed assignment, Central Maine Power Company shall be released from any obligations under this Lease from and after the effective date of such assignment. NECEC is related to Lessee and under common ownership with Lessee.
11. Lessee's Removal of Structures: Lessee must obtain Lessor's advance written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, to the method of removal before any structures or improvements are removed from the Premises.
12. Surrender. Upon termination of this Lease for any reason, Lessee shall deliver the Premises to Lessor peaceably, without demand, and in reasonably good condition clear of all trash and debris, unusable equipment, unregistered vehicles and abandoned equipment and structures, located on the Premises by Lessee or its Agents. If such trash and debris and other unusable equipment, unregistered vehicles, and abandoned equipment and structures are not removed within one hundred eighty days (180) days of the termination of this Lease, the Lessor shall thereafter have the right to remove it and Lessee shall reimburse Lessor for the costs of such removal and disposal. Any other personal property, fixture, or structure on the Premises belonging to Lessee shall be removed by Lessee, unless Lessor requests in writing, that the other personal property, fixture, or structure may remain and Lessee agrees in writing not to remove it. If the Lessee fails to remove such other personal property, fixture, or structure such items shall be deemed the property of the Lessor two hundred and ten days (210) days after termination of the Lease and the Lessor shall thereafter have the right to remove it and charge the Lessee with the costs of such removal and disposal. In the event that any of this other personal property, fixtures, or structures on the Premises are incapable of being removed within one hundred eighty days (180) days, Lessee may be allotted up to one year to remove the items, with prior written approval from Lessor, which approval shall not be unreasonably, delayed, or conditioned. Any holding over by Lessee without Lessor's prior written consent shall be considered a tenancy at sufferance.
13. Default.

a. The following constitutes a default under this Lease: (1) Lessee's failure to perform any of its monetary or nonmonetary obligations under this Lease; (2) the filing of any bankruptcy or insolvency petition by or against Lessee or if Lessee makes a general assignment for the benefit of creditors which is not resolved or withdrawn within 30 days of such petition being filed; (3) an execution, lien, or attachment issued against the Lease, the Premises, or Lessee's property on the Premises, unless Lessee provides Lessor with satisfactory assurances and evidence that such execution, lien, or attachment will be released within a reasonable time not to exceed ninety (90) days, unless a shorter period of time is provided for by any applicable law or proceeding for the removal thereof, in which case the more restrictive time limitation applies; (4) the assignment or sublease of this Lease to any third party without Lessor's prior written consent; or (5) the violation of any state, federal or local law, rule, regulation, or ordinance; or (6) Lessee's abandonment of the leased Premises.

b. Upon the occurrence of any such event of default and subject to any applicable cure period as defined in paragraph 6(m), above, Lessor may, in addition to (and not instead of) any other remedies available at law or in equity, terminate this Lease with notice or demand to Lessee and enter and take possession of the leased Premises. Lessee shall be liable to Lessor for loss and expense, including reasonable attorney fees, incurred by reason of such default or termination hereof Lessor will provide Lessee with written notice of an event or occurrence of default under paragraph 13(a)(1) and Lessee shall have a reasonable period of time, as determined by Lessor, to cure said default which period shall not exceed thirty (30) days; provided, however, that if Lessee satisfies to Lessor that Lessee has undertaken the appropriate actions to cure said default and such default has not been cured within the said time permitted, the Lessor may exercise its sole discretion to extend the cure period.

Commented [RD1]: In section 10 above it has: "Notwithstanding the forgoing, Lessee may assign its interest in this Lease to NECEC Transmission LLC, a Delaware limited liability company ("NECEC") without Lessor consent," Should we add this exclusion in this default section?

14. Statutory Authority Over Public Lands. Lessor shall have the right to request that this Lease be amended from time to time and throughout the term of this Lease in the event that any Lease term is found not to comply with Maine state law regarding the lease of property under 12 M.R.S. § 1852(4). Lessor shall send notice to Lessee of the proposed revision. Upon receipt of such notice, Lessee shall have the option to either terminate the Lease by notifying Lessor in writing within thirty (30) days of receipt of notice or negotiate an amendment to the Lease in order to bring such term in compliance with said state law. Except as provided in this Lease, neither Party shall have the right to terminate this Lease unless the resulting non-compliance constitutes a default under Section 13 hereof, in which case Section 13 shall govern.
15. Mechanics Lien. If any notice is filed at the county registry of deeds of a builder's, supplier's or mechanic's lien on the Premises, arising out of any work performed by or on behalf of Lessee, Lessee shall cause such lien to be discharged or released immediately and shall indemnify Lessor against any such claim or lien, including all costs and attorney fees that Lessor may incur in connection with the same.
16. Succession; No Partnership. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto. Nothing in this agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation, or liability on or with regards to any of the parties to this agreement.

17. Waiver. Any consent, express or implied, by Lessor to any breach by Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by Lessee of the same or any other covenant or condition of this Lease. Acceptance by Lessor of rent or other payment with knowledge of a breach or default by Lessee under any term on this Lease shall not constitute a waiver by Lessor of such breach or default.
18. Force Majeure. Except as expressly provided herein, there shall be no abatement, diminution, or reduction of the rent or other charges payable by Lessee hereunder, based upon any act of God, any act of the enemy, governmental action, or other casualty, cause or happening beyond the control of the parties hereto.
19. Eminent Domain. In the event that the Premises or any portion thereof shall be lawfully condemned or taken by any public authority, Lessor may, in its discretion, elect either: (a) to terminate the Lease; or (b) to allow this Lease to continue in effect in accordance with its terms, provided, however, that a portion of the rent shall abate equal to the proportion of the Premises so condemned or taken. All condemnation proceeds shall be Lessor's sole property without any offset for Lessee's interests hereunder.
20. Holding Over. If Lessee holds over after the termination of this Lease, said hold over shall be deemed to be a trespass.
21. Lessor Protection. Lessor expressly retains and nothing contained herein shall be construed as a release or limitation by Lessor of any and all applicable liability protections under Maine law. Lessor specifically retains any and all protections provided under Maine law to owners of land, including but not limited to those provided under the Maine Tort Claims Act, 14 M.R.S.A. §§ 8101-8118.
22. Cumulative Remedies. The remedies provided Lessor by this Lease are not exclusive of other remedies available by current or later existing laws.
23. Entire Agreement; Supersedes 2014 Lease. This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between Lessor and Lessee governing the Premises. There are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Lessor or Lessee unless and until reduced to writing and signed by both parties. This Lease supersedes the Transmission Line Lease between Lessor and Lessee dated December 15, 2014, as amended by Lease Amendment dated June 22, 2015 (as amended, the "2014 Lease"), and the parties acknowledge that the 2014 Lease is terminated as of the effective date of this Lease.
24. Notices. All notice, demands, and other **communications** required hereunder shall be in writing and shall be given by first class mail, postage prepaid, registered or certified mail, return receipt requested; if addressed to Lessor, to:
State of Maine, Department of Agriculture, Conservation and Forestry, Division of Parks and Lands,
22 State House Station, Augusta, ME 04333-0022, Attn: Director;

and if to Lessee, to;

Central Maine Power Company, Real Estate Services
83 Edison Drive, Augusta, Maine 04364, Attn. Supervisor, Real Estate

25. General Provisions:

- a. Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of Maine.
- b. Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. To the extent any provision herein is inconsistent with applicable state statute, the statute is deemed to govern.
- c. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.
For purposes of this Lease, a facsimile signature shall be deemed an original.

Lessor:

STATE OF MAINE

Department of Agriculture, Conservation, and Forestry
Bureau of Parks and Lands

By: _____
Print: _____
Its: _____

Dated: _____, 2020

Witness

Lessee:

CENTRAL MAINE POWER COMPANY

By: _____
Print: _____
Its: _____

Dated: _____, 2020

Witness

EXHIBIT A

Leased Premises
Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands and
Central Maine Power Company

A non-exclusive lease over a portion of the Lessor's land located in Johnson Mountain Township (T2 R6 BKP WKR), and West Forks Plantation, Somerset County, Maine, more particularly described as follows:

A strip of land 300 feet in width beginning at the southerly line of the Maine Public Reserved Lot located on the northerly line of West Forks Plantation at a 3/4" iron rebar that is the northwest corner of an easement conveyed by Weyerhaeuser Company to Central Maine Power Company in a deed dated November 17, 2016 and recorded in the Somerset County Registry of Deeds in Book 5099, Page 247;

thence N 17°-05'29" W across the land of the Lessor a distance of 4702.99 feet, more or less, to a 3/4" iron rebar on the northerly line of the Maine Public Reserved Lot located in Johnson Mountain Twp., said iron rebar also being the southwesterly corner of an easement conveyed to Central Maine Power Company by Weyerhaeuser Company in a deed dated November 17, 2016 and recorded in said Registry in Book 5099, Page 237;

thence N 78°-58'-32" E along the north line of said Johnson Mountain Twp. Public Lot a distance of 301.69 feet, more or less, to a 3/4" iron rebar at the southeast corner of said easement described in Book 5099, Page 237;

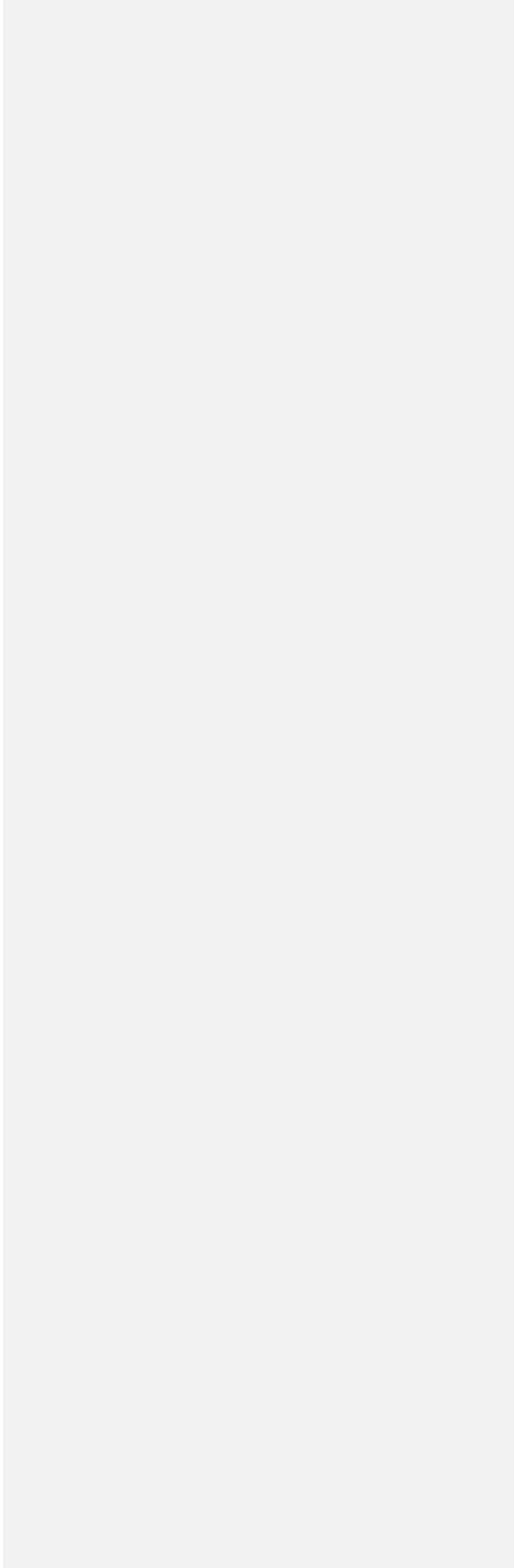
thence S 17°-05'29" E across land of the Lessor a distance of 4702.81 feet, more or less, to a 3/4" iron rebar at the southerly line of said West Forks Plantation Public Lot and the northeast corner of said easement described in Book 5099, Page 247;

thence S 78°-56'32" W along the southerly line of said West Forks Plantation Public Lot a distance of 301.67 feet, more or less, to the point of beginning, said lease area containing 32.39 acres, more or less.

Bearings are referenced to Grid North, Maine West Zone. For reference, see a survey by Sackett & Brake Survey, Inc. #2020076, dated March 23, 2020, to be recorded in said Registry.

All above referenced iron rebars are capped with a red plastic cap inscribed "S.W. Gould PLS 2318".

EXHIBIT B
Leased Premises
(Survey Plan dated March 23, 2020)



ADDITIONAL ATTACHMENTS:

- Recommended Performance Standards for Inland Waterfowl and Wadingbird Habitats in Overhead Utility ROW Projects
- Recommended Performance Standards for Maine's Significant Vernal Pools in Overhead Utility ROW Projects
- Recommended Performance Standards for Riparian Buffers in Overhead Utility ROW Projects

From: [Anthony Calcagni](#)
To: ["Eben Adams"](#)
Cc: [William Harwood](#); [Rodrigues, David](#); [Cutko, Andy](#)
Subject: RE: CMP lease with BPL
Date: Monday, April 20, 2020 10:01:06 AM
Attachments: [image.png](#)
[CMP-BPL Transmission Fee Escalation Letter \(12726062.1\).docx](#)
[CMP-BPL Transmission Fee Escalation Letter \(12726080.1\).pdf](#)

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Eben, all of these proposed revisions still are under review by the Mills Administration, but I've been authorized to send you this proposed redraft so you can be simultaneously reviewing with your client.

Many of the attached redlined changes are not substantive and are due, I think, to the fact that you started with a scanned copy. We'll want to make sure we are attaching the current versions of the three "Recommended Performance Standards," which is why I left a highlighted reminder for that.

Please let me know if you have any comments or questions, and I'll keep you posted from my end. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 15, 2020 5:02 PM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

I am following up on our call Monday to see if you have received any updates from your client as to the revised lease. Also, in your email below you indicated that the proposed rent amount would take a bit more time. At this point, is it your sense that the revised draft will include a proposed rent amount?

Thanks.

Eben

Eben Adams	
PIERCE ATWOOD LLP	PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Friday, April 10, 2020 9:15 AM
To: Eben Adams <eadams@PierceAtwood.com>
Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>;
William Harwood <wharwood@verrill-law.com>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, thanks for your message and your separate voice-mail message. I'm working with my client on a revised version of your proposed Lease, which we expect to have to you shortly. It will have all of our suggested revisions other than the final proposed rent amount, which will take a bit more time. We'll be back to you shortly. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 8, 2020 8:31 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

Do you any other questions or do you need any clarifications on the items below? If not, are you going to mark up the lease?

Thanks.

Eben

Eben Adams	
PIERCE ATWOOD LLP	PH 207.791.1175

From: Eben Adams

Sent: Monday, April 6, 2020 6:25 PM

To: 'Anthony Calcagni' <acalcagni@verrill-law.com>

Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>;
William Harwood <wharwood@verrill-law.com>

Subject: RE: CMP lease with BPL

Tony, my answers to your questions are below in red. Let me know if you have additional questions or would like to discuss.

Thanks.

Eben

Eben Adams	
PIERCE ATWOOD LLP	PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Monday, April 6, 2020 4:05 PM

To: Eben Adams <eadams@PierceAtwood.com>

Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>;
William Harwood <wharwood@verrill-law.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, a few questions for you:

- That revised spreadsheet shows a \$2,500,000 value for the 2 acres affected by the Passamaquoddy lease. But I assume the lease actually calls for some periodic rent payment as opposed to a one-time payment. Can you explain how the \$2,500,000 relates to what the lease says? **CMP paid \$1.7 million at execution of the lease. Post-completion of the transmission line, NECEC must pay rent equal to a percentage of net income from the NECEC project with a minimum of \$250,000 in the aggregate over the first 25 years (the annual minimum payment is \$10,000 and the expected annual payment is \$20,000 based the NECEC's financial forecasts). Additionally NECEC must pay \$10,000 annually to fund Passamaquoddy Tribe Scholarship Fund. While the exact rent is to be determined, we think \$2.5 million is a fair estimate of the value.**
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agreement? The approved corridor plan avoids the Passamaquoddy lease lands entirely. However, CMP has made, and NECEC will continue to make, all payments due under the Passamaquoddy lease. CMP (and NECEC) are obligated to make such payments under the lease and under an agreement to purchase land CMP needed for the new route.

- Mind if we add a reference in the Lease to the May 3, 2019 CPCN? No we think this is a good idea.
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Thanks. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Eben Adams <eadams@PierceAtwood.com>

Sent: Monday, April 6, 2020 10:54 AM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Tony,

Attached is a updated spreadsheet including the Passamaquoddy lease. That lease had not been included in the prior spreadsheet because the lease is no long needed for the corridor. Additionally, the Tribe is incredibly reluctant to grant any interests in its lands (for obvious historical reasons) so we do not feel the price charged by the Tribe is a fair indicator of fair market value as applied to corridor land in general.

Having said that, adding the Passamaquoddy lease does not make a huge difference in the numbers because the values are based on a weighted average tied to acreage and the Passamaquoddy lease while very high in cost, is very low in acreage.

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\$1,250,000.

Let me know if you have any other questions.

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From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Monday, April 6, 2020 8:53 AM

To: Eben Adams <eadams@PierceAtwood.com>

Subject: RE: CMP lease with BPL

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Good morning Eben. I have a (very hard-to-schedule) call with my client at 2pm this afternoon, and any additional information you may be able to provide on valuation before then would be very helpful. Thanks. Tony

Anthony M. Calcagni PARTNER

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acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>

Sent: Thursday, April 2, 2020 6:03 PM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Thanks Tony. I made a comparison and while there are some formatting changes, I did not see any substantive differences.

I will get back to you on the valuation question.

Eben

Eben Adams	
PIERCE ATWOOD LLP	PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Thursday, April 2, 2020 4:43 PM
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Subject: RE: CMP lease with BPL

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By the way Eben, I'm told this is a Word version of the final 2014 Lease. Please take a look and let me know how it compares to the scanned version you made. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 1, 2020 9:46 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: CMP lease with BPL

Tony,

Following up on our call yesterday, attached is the financial data that CMP previously provided to the State regarding the market value of the lease. Let me know if you have any questions.

Eben

Eben Adams
[PIERCE ATWOOD LLP](http://www.pierceatwood.com)

Merrill's Wharf
254 Commercial Street
Portland, ME 04101

PH 207.791.1175
FAX 207.791.1350

eadams@pierceatwood.com

BIO ▸

This e-mail was sent from Pierce Atwood. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it please delete it and notify us as soon as possible.

This email and any attachment was sent from the law firm Verrill Dana, LLP. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it, please delete it and notify us as soon as possible. Thank you.

From: [Anthony Calcagni](#)
To: [Rodrigues, David](#); [Cutko, Andy](#)
Cc: [William Harwood](#); [Abello, Thomas](#)
Subject: RE: CMP lease with BPL
Date: Monday, April 20, 2020 9:59:21 AM
Attachments: [image002.jpg](#)

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning David. Tom Abello gave the green light for us to forward our working draft of the Amended and Restated Transmission Line Lease to CMP's attorneys at Pierce Atwood, subject to the Administration's continuing review. I've incorporated the second point that you and I wrote about below (tweak to Sec. 13.a).

I'll be happy to further discuss the Lease with you, Andy, and/or the Assistant AG that you mentioned who also is working on this, please just let me know. And I'll keep you posted on whatever I hear back from Pierce Atwood. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Rodrigues, David <David.Rodrigues@maine.gov>
Sent: Thursday, April 16, 2020 11:42 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Cc: William Harwood <wharwood@verrilldana.com>
Subject: RE: CMP lease with BPL

You are correct, I thought the original intent of that language was to only allow them to request a 5-year extension once every 5 years, but that is not what is in there, some of our other leases like this only allow a 5-year request. I'm not sure what the current administration wants on this, so let me work on what they want and I'll get back to you to see if we need to adjust it.

David Rodrigues
Director of Real Property Management
Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333

(207) 287-4916

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Thursday, April 16, 2020 10:32 AM

To: Rodrigues, David <David.Rodrigues@maine.gov>

Cc: William Harwood <wharwood@verrill-law.com>

Subject: RE: CMP lease with BPL

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Thanks David.

On your two lease comments:

- Sec. 1.a: As drafted, extra years may be added to the term no more frequently than every 5 years, I do not think is correct that only 5 years may be added at any one time. So for example, in lease year 7 they can propose an amendment to add 9 years to the term, which would result in a remaining term of more than 20 but less than 25 years. Do you see a problem with that? If not, I think the current language works.
- Sec. 13.a: Let's redraft that clause (4) to say "the assignment or sublease of this Lease to any third party ~~without Lessor's prior written consent~~ other than as permitted pursuant to Section 10 above;"

Let me know if there's anything I can do to help the AG's office or anyone else move things along on this proposed lease. I had suggested that we could send our proposed revisions back to Pierce Atwood (i) with a blank left for the annual rent in Sec. 2, and (ii) without having confirmed what are the most current versions of the three attachments. I think it would be good to keep this lease discussion moving if we can, but I understand there are other folks involved here. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Rodrigues, David <David.Rodrigues@maine.gov>

Sent: Thursday, April 16, 2020 10:08 AM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Cc: William Harwood <wharwood@verrilldana.com>

Subject: RE: CMP lease with BPL

Hi Tony and Bill,

We are waiting for guidance from the Governor's office to move forward, I believe the AG office is also waiting for guidance from the Governor's office before reviewing the draft lease. I did review the last draft of the lease and found two things, see attached, otherwise we are on hold until we get some information from Governor's and AG office. Still nothing from IFW, I sent a second request with no response, I'll try some other contacts.

Thanks,
David

David Rodrigues
Director of Real Property Management
Maine Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
(207) 287-4916

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Wednesday, April 15, 2020 6:10 PM
To: Rodrigues, David <David.Rodrigues@maine.gov>
Cc: William Harwood <wharwood@verrill-law.com>
Subject: FW: CMP lease with BPL

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David, I hope you're doing well. Know you're busy but am just forwarding this message I received earlier this evening from Pierce Atwood, who still are anxious to hear back from us on the proposed CMP lease. Let me know if you'd like to discuss anything. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 15, 2020 5:02 PM
To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Tony,

I am following up on our call Monday to see if you have received any updates from your client as to the revised lease. Also, in your email below you indicated that the proposed rent amount would take a bit more time. At this point, is it your sense that the revised draft will include a proposed rent amount?

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Friday, April 10, 2020 9:15 AM

To: Eben Adams <eadams@PierceAtwood.com>

Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>

Subject: RE: CMP lease with BPL

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Eben, thanks for your message and your separate voice-mail message. I'm working with my client on a revised version of your proposed Lease, which we expect to have to you shortly. It will have all of our suggested revisions other than the final proposed rent amount, which will take a bit more time. We'll be back to you shortly. Tony

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To: Anthony Calcagni <acalcagni@verrilldana.com>

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Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>

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Sent: Monday, April 6, 2020 8:53 AM
To: Eben Adams <eadams@PierceAtwood.com>
Subject: RE: CMP lease with BPL

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Good morning Eben. I have a (very hard-to-schedule) call with my client at 2pm this afternoon, and any additional information you may be able to provide on valuation before then would be very helpful. Thanks. Tony

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To: Eben Adams <eadams@PierceAtwood.com>

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Eben

Eben Adams
[PIERCE ATWOOD LLP](#)

Merrill's Wharf
254 Commercial Street
Portland, ME 04101

PH 207.791.1175
FAX 207.791.1350

eadams@pierceatwood.com

BIO >

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From: [Anthony Calcagni](#)
To: [Rodrigues, David](#); [Cutko, Andy](#); [Abello, Thomas](#)
Cc: [William Harwood](#)
Subject: FW: CMP lease with BPL
Date: Monday, April 20, 2020 4:45:44 PM
Attachments: [image001.jpg](#)

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Gentlemen, CMP has agreed to all of our proposed lease revisions, see below. I was clear that the lease still is under review by the Mills Administration, so please let me know if there are any further comments or questions. I'll try to keep Eben at bay in the meantime. Tony

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From: Eben Adams <eadams@PierceAtwood.com>
Sent: Monday, April 20, 2020 4:41 PM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

CMP has reviewed the redline and the revisions are fine. I am tracking down the required exhibits. Any sense on when we can expect the rent amount so that we can finalize this for signature?

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Eben Adams
Sent: Monday, April 20, 2020 3:49 PM
To: 'Anthony Calcagni' <acalcagni@verrill-law.com>

Subject: RE: CMP lease with BPL

Thanks Tony. I am reviewing with my client.

Will you (or BPL) be tracking down the current performance standards or should I be working on that?

Eben



From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Monday, April 20, 2020 10:00 AM
To: Eben Adams <eadams@PierceAtwood.com>
Cc: William Harwood <wharwood@verrill-law.com>; Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>
Subject: RE: CMP lease with BPL

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Eben, all of these proposed revisions still are under review by the Mills Administration, but I've been authorized to send you this proposed redraft so you can be simultaneously reviewing with your client.

Many of the attached redlined changes are not substantive and are due, I think, to the fact that you started with a scanned copy. We'll want to make sure we are attaching the current versions of the three "Recommended Performance Standards," which is why I left a highlighted reminder for that.

Please let me know if you have any comments or questions, and I'll keep you posted from my end. Tony

Anthony M. Calcagni PARTNER
One Portland Square
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T (207) 253-4516

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From: Eben Adams <eadams@PierceAtwood.com>
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- Mind if we add a new last paragraph to the Lease explaining that the new Lease supersedes the 2014 Lease (rather than signing a separate Lease Termination Agreement)? Our preference is to have a separate lease termination to more clearly separate the lease (we want to avoid arguments that the new lease is a continuation of the first lease), but if that is important to the State we aren't going to hold up the process on that issue.

Thanks. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Eben Adams <eadams@PierceAtwood.com>

Sent: Monday, April 6, 2020 10:54 AM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Tony,

Attached is a updated spreadsheet including the Passamaquoddy lease. That lease had not been included in the prior spreadsheet because the lease is no long needed for the

corridor. Additionally, the Tribe is incredibly reluctant to grant any interests in its lands (for obvious historical reasons) so we do not feel the price charged by the Tribe is a fair indicator of fair market value as applied to corridor land in general.

Having said that, adding the Passamaquoddy lease does not make a huge difference in the numbers because the values are based on a weighted average tied to acreage and the Passamaquoddy lease while very high in cost, is very low in acreage.

One final note, in the top portion of the table, the acreage show has been rounded to the nearest acre for display purposes, but the math is based the actual acreage (including decimals). For example, the Passamaquoddy lease is shown as being 2 acres, but it is actually 2.07 acres, which explains why the price per acre is \$1,207,729 rather than \$1,250,000.

Let me know if you have any other questions.

Eben

Eben Adams	
PIERCE ATWOOD LLP	PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Monday, April 6, 2020 8:53 AM

To: Eben Adams <eadams@PierceAtwood.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Good morning Eben. I have a (very hard-to-schedule) call with my client at 2pm this afternoon, and any additional information you may be able to provide on valuation before then would be very helpful. Thanks. Tony

Anthony M. Calcagni PARTNER
One Portland Square
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T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Eben Adams <eadams@PierceAtwood.com>

Sent: Thursday, April 2, 2020 6:03 PM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Thanks Tony. I made a comparison and while there are some formatting changes, I did not see any substantive differences.

I will get back to you on the valuation question.

Eben

Eben Adams	
PIERCE ATWOOD LLP	PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Thursday, April 2, 2020 4:43 PM

To: Eben Adams <eadams@PierceAtwood.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

By the way Eben, I'm told this is a Word version of the final 2014 Lease. Please take a look and let me know how it compares to the scanned version you made. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Eben Adams <eadams@PierceAtwood.com>

Sent: Wednesday, April 1, 2020 9:46 AM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: CMP lease with BPL

Tony,

Following up on our call yesterday, attached is the financial data that CMP previously provided to the State regarding the market value of the lease. Let me know if you have any questions.

Eben

Eben Adams
[PIERCE ATWOOD LLP](#)

Merrill's Wharf
254 Commercial Street
Portland, ME 04101

PH 207.791.1175
FAX 207.791.1350

eadams@pierceatwood.com

BIO ▶

This e-mail was sent from Pierce Atwood. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it please delete it and notify us as soon as possible.

This email and any attachment was sent from the law firm Verrill Dana, LLP. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it, please delete it and notify us as soon as possible. Thank you.

From: [William Harwood](#)
To: [Langhauser, Derek](#)
Cc: [Abello, Thomas](#); [Anthony Calcagni](#)
Subject: FW: CMP lease with BPL
Date: Monday, April 20, 2020 12:36:00 PM
Attachments: [image.png](#)
[image.png](#)
[CMP-BPL Transmission Line EIS - Rev. v. 1.0 \(12726063.1\).docx](#)

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Derek,

As discussed, my partner Tony Calcagni has summarized below the proposed changes to the BPL lease. They are reflected in the attached draft sent over to Pierce Atwood this morning with the caveat that it is still under review by the Mills Administration.

You will see that we have characterized this as an “Amended and Restated Lease”.

We would like to propose to CMP an increase in the annual rent from approximately \$4K/yr. to \$65K/yr. as soon as you and/or Tom give the OK to do so.

The exercise of determining FMV of a spaghetti shaped parcel of undeveloped land in rural Maine is plenty challenging. However, we believe (and can show you the math) that, based on a few “comparables”, the proponents of the NECEC project can comfortably state that \$65K/yr. reasonably reflects of the FMV of the parcel.

Tony and I would be happy to discuss with you and Tom the open issues at your convenience.

Stay well.

Bill

William S. Harwood PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 774-4000
C (207) 233-1050
F (207) 253-4703

wharwood@verrill-law.com

logo96



From: Anthony Calcagni
Sent: Monday, April 20, 2020 10:01 AM
To: William Harwood <wharwood@verrilldana.com>
Subject: RE: CMP lease with BPL

Bill, here's the summary of the substantive revisions in what I just forwarded to Eben Adams:

- With input from Andy Cutko, we've characterized this as an "Amended and Restated Lease," and added a provision in Sec. 23 that specifies this Amended and Restated Lease expressly supersedes the 2014 Lease. (As opposed to just signing a new Lease and signing a separate agreement to terminate the 2014 Lease.) Idea is to help show that this 2020 Lease does nothing to "substantially alter" the leased premises now, while still providing a new lease agreement that is being executed after the 2019 CPCN.
- Sec. 2 – Rent
 - We've left the annual rent ("Initial Payment") amount blank for now.
 - Annual payment date has been changed from Dec. 1 to Apr. 1, on the assumption this will be executed sometime soon (may end up making sense to bump that to May 1).
 - Added a requirement that, within 12 months, CMP must commission an appraisal of the annual rent, at CMP's cost. If the appraised value is higher, the Initial Payment goes up; if the appraised value is lower, the Initial Payment remains unchanged.
 - Added details on how the CPI escalator will work, and now specifies that if the annual CPI goes down the rent does not (a "ratchet effect").
 - Added back the requirement that CMP pay for stumpage value of removed timber.
- Sec. 3 – Use
 - Adds a reference to the 2019 CPCN
 - Clarifies that CMP's right to use land outside the corridor is limited as specified in other Lease provisions.
- Exhibit A: Now uses a specific survey description of the leased Premises.
- We'll want to make sure the three attachments are the latest versions of the specified "Recommended Performance Standards."

Let me know if you need anything else or would like to discuss. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

logo96



From: Abello, Thomas <Thomas.Abello@maine.gov>

Sent: Saturday, April 18, 2020 8:01 AM
To: William Harwood <wharwood@verrilldana.com>
Cc: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Thanks. Yes, please call me at 4060230.

Yes, that message is fine.

Tom

From: William Harwood <wharwood@verrill-law.com>
Sent: Saturday, April 18, 2020 7:20 AM
To: Abello, Thomas <Thomas.Abello@maine.gov>
Cc: Anthony Calcagni <acalcagni@verrill-law.com>
Subject: RE: CMP lease with BPL

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Thanks, Tom.

9:30 on Tuesday works for me.

Tony and I can call you or I can send out a call in number.

In the meantime, can we send the draft language to Pierce Atwood with the caveat that it is still under review by the Mills Administration?

Bill

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wharwood@verrill-law.com



From: Abello, Thomas [<mailto:Thomas.Abello@maine.gov>]
Sent: Friday, April 17, 2020 5:39 PM
To: William Harwood <wharwood@verrilldana.com>
Cc: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Thanks. Governor is good with the lease. As far as timing goes, she's not in any rush to finalize. Can

we talk on Tuesday at 930?

Best,
Tom

From: William Harwood <wharwood@verrill-law.com>
Sent: Thursday, April 16, 2020 4:13 PM
To: Abello, Thomas <Thomas.Abello@maine.gov>
Cc: Anthony Calcagni <acalcagni@verrill-law.com>
Subject: RE: CMP lease with BPL

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Tom,

As requested, I believe the attached is the most recent version of the BPL Lease.

Bill

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C (207) 233-1050
F (207) 253-4703

wharwood@verrill-law.com

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From: Abello, Thomas [<mailto:Thomas.Abello@maine.gov>]
Sent: Thursday, April 16, 2020 3:54 PM
To: William Harwood <wharwood@verrilldana.com>
Subject: RE: CMP lease with BPL

Bill – Can you send along the latest version?

Thanks
Tom

From: William Harwood <wharwood@verrill-law.com>
Sent: Thursday, April 16, 2020 2:05 PM
To: Abello, Thomas <Thomas.Abello@maine.gov>
Subject: RE: CMP lease with BPL

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links or open attachments unless you recognize the sender and know the content is safe.

Thanks, Tom.

William S. Harwood PARTNER

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C (207) 233-1050
F (207) 253-4703

wharwood@verrill-law.com

logo96



From: Abello, Thomas [<mailto:Thomas.Abello@maine.gov>]

Sent: Thursday, April 16, 2020 1:33 PM

To: William Harwood <wharwood@verrilldana.com>

Cc: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Hey Bill. We are meeting with the Governor today at 4 to discuss. I'll have an update at that point.

Tom

From: William Harwood <wharwood@verrill-law.com>

Sent: Thursday, April 16, 2020 9:36 AM

To: Abello, Thomas <Thomas.Abello@maine.gov>

Cc: Anthony Calcagni <acalcagni@verrill-law.com>

Subject: FW: CMP lease with BPL

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Tom, any progress on the BPL lease??

William S. Harwood PARTNER

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C (207) 233-1050
F (207) 253-4703

wharwood@verrill-law.com

logo96



From: Anthony Calcagni
Sent: Wednesday, April 15, 2020 6:10 PM
To: 'Rodrigues, David' <David.Rodrigues@maine.gov>
Cc: William Harwood <wharwood@verrilldana.com>
Subject: FW: CMP lease with BPL

David, I hope you're doing well. Know you're busy but am just forwarding this message I received earlier this evening from Pierce Atwood, who still are anxious to hear back from us on the proposed CMP lease. Let me know if you'd like to discuss anything. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 15, 2020 5:02 PM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

I am following up on our call Monday to see if you have received any updates from your client as to the revised lease. Also, in your email below you indicated that the proposed rent amount would take a bit more time. At this point, is it your sense that the revised draft will include a proposed rent amount?

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Friday, April 10, 2020 9:15 AM
To: Eben Adams <eadams@PierceAtwood.com>

Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, thanks for your message and your separate voice-mail message. I'm working with my client on a revised version of your proposed Lease, which we expect to have to you shortly. It will have all of our suggested revisions other than the final proposed rent amount, which will take a bit more time. We'll be back to you shortly. Tony

Anthony M. Calcagni PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 8, 2020 8:31 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

Do you any other questions or do you need any clarifications on the items below? If not, are you going to mark up the lease?

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Eben Adams
Sent: Monday, April 6, 2020 6:25 PM
To: 'Anthony Calcagni' <acalcagni@verrill-law.com>
Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>
Subject: RE: CMP lease with BPL

Tony, my answers to your questions are below in red. Let me know if you have additional questions or would like to discuss.

Thanks.

Eben

Eben Adams	
PIERCE ATWOOD LLP	PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Monday, April 6, 2020 4:05 PM
To: Eben Adams <eadams@PierceAtwood.com>
Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, a few questions for you:

- That revised spreadsheet shows a \$2,500,000 value for the 2 acres affected by the Passamaquoddy lease. But I assume the lease actually calls for some periodic rent payment as opposed to a one-time payment. Can you explain how the \$2,500,000 relates to what the lease says? **CMP paid \$1.7 million at execution of the lease. Post-completion of the transmission line, NECEC must pay rent equal to a percentage of net income from the NECEC project with a minimum of \$250,000 in the aggregate over the first 25 years (the annual minimum payment is \$10,000 and the expected annual payment is \$20,000 based the NECEC's financial forecasts). Additionally NECEC must pay \$10,000 annually to fund Passamaquoddy Tribe Scholarship Fund. While the exact rent is to be determined, we think \$2.5 million is a fair estimate of the value.**
- You mention that **"the lease is no long needed for the corridor."** So will the corridor actually avoid the Pssamaquoddy lands? Can you tell us if any payments actually been made to the Passamaquoddys, and will any future payments be made, pursuant to the lease agreement? **The approved corridor plan avoids the Passamaquoddy lease lands entirely. However, CMP has made, and NECEC will continue to make, all payments due under the Passamaquoddy lease. CMP (and NECEC) are obligated to make such payments under the lease and under an agreement to purchase land CMP needed for the new route.**
- Mind if we add a reference in the Lease to the May 3, 2019 CPCN? **No we think this is a good idea.**
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Thanks. Tony

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logo96



From: Eben Adams <eadams@PierceAtwood.com>

Sent: Monday, April 6, 2020 10:54 AM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Tony,

Attached is a updated spreadsheet including the Passamaquoddy lease. That lease had not been included in the prior spreadsheet because the lease is no long needed for the corridor. Additionally, the Tribe is incredibly reluctant to grant any interests in its lands (for obvious historical reasons) so we do not feel the price charged by the Tribe is a fair indicator of fair market value as applied to corridor land in general.

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Let me know if you have any other questions.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Monday, April 6, 2020 8:53 AM

To: Eben Adams <eadams@PierceAtwood.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Good morning Eben. I have a (very hard-to-schedule) call with my client at 2pm this afternoon, and any additional information you may be able to provide on valuation before then would be very helpful. Thanks. Tony

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From: Eben Adams <eadams@PierceAtwood.com>

Sent: Thursday, April 2, 2020 6:03 PM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Thanks Tony. I made a comparison and while there are some formatting changes, I did not see any substantive differences.

I will get back to you on the valuation question.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Thursday, April 2, 2020 4:43 PM

To: Eben Adams <eadams@PierceAtwood.com>

Subject: RE: CMP lease with BPL

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Sent: Wednesday, April 1, 2020 9:46 AM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: CMP lease with BPL

Tony,

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Eben

Eben Adams
PIERCE ATWOOD LLP

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PH 207.791.1175
FAX 207.791.1350

eadams@pierceatwood.com

BIO >

This e-mail was sent from Pierce Atwood. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it please delete it and notify us as soon as possible.

This email and any attachment was sent from the law firm Verrill Dana, LLP. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it, please delete it and notify us as soon as possible. Thank you.

From: [Langhauser, Derek](#)
To: [Abello, Thomas](#)
Subject: FW: CMP lease with BPL
Date: Monday, April 20, 2020 12:37:29 PM
Attachments: [\[redacted\]](#)
[\[redacted\]](#)
[CMP BPL Transmission Line Es. 2020 v.1 20\(13736063-1\).docx](#)

You are closer to this so your call; let me know.

Derek

Derek P. Langhauser
Chief Legal Counsel
Office of the Governor
1 State House Station
Augusta, ME 04333

From: William Harwood <wharwood@verrill-law.com>
Sent: Monday, April 20, 2020 12:36 PM
To: Langhauser, Derek <Derek.Langhauser@maine.gov>
Cc: Abello, Thomas <Thomas.Abello@maine.gov>; Anthony Calcagni <acalcagni@verrill-law.com>
Subject: FW: CMP lease with BPL

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Derek,

As discussed, my partner Tony Calcagni has summarized below the proposed changes to the BPL lease. They are reflected in the attached draft sent over to Pierce Atwood this morning with the caveat that it is still under review by the Mills Administration.

You will see that we have characterized this as an "Amended and Restated Lease".

We would like to propose to CMP an increase in the annual rent from approximately \$4K/yr. to \$65K/yr. as soon as you and/or Tom give the OK to do so.

The exercise of determining FMV of a spaghetti shaped parcel of undeveloped land in rural Maine is plenty challenging. However, we believe (and can show you the math) that, based on a few "comparables", the proponents of the NECEC project can comfortably state that \$65K/yr. reasonably reflects of the FMV of the parcel.

Tony and I would be happy to discuss with you and Tom the open issues at your convenience.

Stay well.

Bill

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F (207) 253-4703

wharwood@verrill-law.com

logo96



From: Anthony Calcagni
Sent: Monday, April 20, 2020 10:01 AM
To: William Harwood <wharwood@verrilldana.com>
Subject: RE: CMP lease with BPL

Bill, here's the summary of the substantive revisions in what I just forwarded to Eben Adams:

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 - We've left the annual rent ("Initial Payment") amount blank for now.
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- Sec. 3 – Use
 - Adds a reference to the 2019 CPCN
 - Clarifies that CMP's right to use land outside the corridor is limited as specified in other Lease provisions.
- Exhibit A: Now uses a specific survey description of the leased Premises.
- We'll want to make sure the three attachments are the latest versions of the specified "Recommended Performance Standards."

Let me know if you need anything else or would like to discuss. Tony

Anthony M. Calcagni PARTNER

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Sent: Saturday, April 18, 2020 8:01 AM
To: William Harwood <wharwood@verrilldana.com>
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Subject: RE: CMP lease with BPL

Thanks. Yes, please call me at 4060230.

Yes, that message is fine.

Tom

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Sent: Saturday, April 18, 2020 7:20 AM
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Bill

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Best,
Tom

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Sent: Thursday, April 16, 2020 4:13 PM
To: Abello, Thomas <Thomas.Abello@maine.gov>
Cc: Anthony Calcagni <acalcagni@verrill-law.com>
Subject: RE: CMP lease with BPL

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Tom,

As requested, I believe the attached is the most recent version of the BPL Lease.

Bill

William S. Harwood PARTNER
One Portland Square
Portland, ME 04101-4054
T (207) 774-4000
C (207) 233-1050
F (207) 253-4703

wharwood@verrill-law.com



From: Abello, Thomas [<mailto:Thomas.Abello@maine.gov>]

Sent: Thursday, April 16, 2020 3:54 PM
To: William Harwood <wharwood@verrilldana.com>
Subject: RE: CMP lease with BPL

Bill – Can you send along the latest version?

Thanks
Tom

From: William Harwood <wharwood@verrill-law.com>
Sent: Thursday, April 16, 2020 2:05 PM
To: Abello, Thomas <Thomas.Abello@maine.gov>
Subject: RE: CMP lease with BPL

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Thanks, Tom.

William S. Harwood PARTNER
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F (207) 253-4703

wharwood@verrill-law.com



From: Abello, Thomas [<mailto:Thomas.Abello@maine.gov>]
Sent: Thursday, April 16, 2020 1:33 PM
To: William Harwood <wharwood@verrilldana.com>
Cc: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Hey Bill. We are meeting with the Governor today at 4 to discuss. I'll have an update at that point.

Tom

From: William Harwood <wharwood@verrill-law.com>
Sent: Thursday, April 16, 2020 9:36 AM
To: Abello, Thomas <Thomas.Abello@maine.gov>
Cc: Anthony Calcagni <acalcagni@verrill-law.com>
Subject: FW: CMP lease with BPL

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Tom, any progress on the BPL lease??

William S. Harwood PARTNER

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wharwood@verrill-law.com

logo96



From: Anthony Calcagni
Sent: Wednesday, April 15, 2020 6:10 PM
To: 'Rodrigues, David' <David.Rodrigues@maine.gov>
Cc: William Harwood <wharwood@verrilldana.com>
Subject: FW: CMP lease with BPL

David, I hope you're doing well. Know you're busy but am just forwarding this message I received earlier this evening from Pierce Atwood, who still are anxious to hear back from us on the proposed CMP lease. Let me know if you'd like to discuss anything. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>
Sent: Wednesday, April 15, 2020 5:02 PM
To: Anthony Calcagni <acalcagni@verrilldana.com>
Subject: RE: CMP lease with BPL

Tony,

I am following up on our call Monday to see if you have received any updates from your client as to the revised lease. Also, in your email below you indicated that the proposed rent amount would take a bit more time. At this point, is it your sense that the revised draft will include a proposed rent amount?

Thanks.

Eben

Eben Adams

PIERCE ATWOOD LLP

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Friday, April 10, 2020 9:15 AM

To: Eben Adams <eadams@PierceAtwood.com>

Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, thanks for your message and your separate voice-mail message. I'm working with my client on a revised version of your proposed Lease, which we expect to have to you shortly. It will have all of our suggested revisions other than the final proposed rent amount, which will take a bit more time. We'll be back to you shortly. Tony

Anthony M. Calcagni PARTNER
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From: Eben Adams <eadams@PierceAtwood.com>

Sent: Wednesday, April 8, 2020 8:31 AM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Tony,

Do you any other questions or do you need any clarifications on the items below? If not, are you going to mark up the lease?

Thanks.

Eben

Eben Adams	
PIERCE ATWOOD LLP	PH 207.791.1175

From: Eben Adams
Sent: Monday, April 6, 2020 6:25 PM
To: 'Anthony Calcagni' <acalcagni@verrill-law.com>
Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>
Subject: RE: CMP lease with BPL

Tony, my answers to your questions are below in red. Let me know if you have additional questions or would like to discuss.

Thanks.

Eben

Eben Adams	
PIERCE ATWOOD LLP	PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>
Sent: Monday, April 6, 2020 4:05 PM
To: Eben Adams <eadams@PierceAtwood.com>
Cc: Rodrigues, David <David.Rodrigues@maine.gov>; Cutko, Andy <Andy.Cutko@maine.gov>; William Harwood <wharwood@verrill-law.com>
Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Eben, a few questions for you:

- That revised spreadsheet shows a \$2,500,000 value for the 2 acres affected by the Passamaquoddy lease. But I assume the lease actually calls for some periodic rent payment as opposed to a one-time payment. Can you explain how the \$2,500,000 relates to what the lease says? CMP paid \$1.7 million at execution of the lease. Post-completion of the transmission line, NECEC must pay rent equal to a percentage of net income from the NECEC project with a minimum of \$250,000 in the aggregate over the first 25 years (the annual minimum payment is \$10,000 and the expected annual payment is \$20,000 based the NECEC's financial forecasts). Additionally NECEC must pay \$10,000 annually to fund

Passamaquoddy Tribe Scholarship Fund. While the exact rent is to be determined, we think \$2.5 million is a fair estimate of the value.

- You mention that “the lease is no long needed for the corridor.” So will the corridor actually avoid the Pssamaquoddy lands? Can you tell us if any payments actually been made to the Passamaquoddys, and will any future payments be made, pursuant to the lease agreement? The approved corridor plan avoids the Passamaquoddy lease lands entirely. However, CMP has made, and NECEC will continue to make, all payments due under the Passamaquoddy lease. CMP (and NECEC) are obligated to make such payments under the lease and under an agreement to purchase land CMP needed for the new route.
- Mind if we add a reference in the Lease to the May 3, 2019 CPCN? No we think this is a good idea.
- Mind if we add a new last paragraph to the Lease explaining that the new Lease supersedes the 2014 Lease (rather than signing a separate Lease Termination Agreement)? Our preference is to have a separate lease termination to more clearly separate the lease (we want to avoid arguments that the new lease is a continuation of the first lease), but if that is important to the State we aren’t going to hold up the process on that issue.

Thanks. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>

Sent: Monday, April 6, 2020 10:54 AM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Tony,

Attached is a updated spreadsheet including the Passamaquoddy lease. That lease had not been included in the prior spreadsheet because the lease is no long needed for the corridor. Additionally, the Tribe is incredibly reluctant to grant any interests in its lands (for obvious historical reasons) so we do not feel the price charged by the Tribe is a fair indicator of fair market value as applied to corridor land in general.

Having said that, adding the Passamaquoddy lease does not make a huge difference in the numbers because the values are based on a weighted average tied to acreage and the Passamaquoddy lease while very high in cost, is very low in acreage.

One final note, in the top portion of the table, the acreage show has been rounded to the nearest acre for display purposes, but the math is based the actual acreage (including decimals). For example, the Passamaquoddy lease is shown as being 2 acres, but it is actually 2.07 acres, which explains why the price per acre is \$1,207,729 rather than \$1,250,000.

Let me know if you have any other questions.

Eben

Eben Adams	
PIERCE ATWOOD LLP	PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Monday, April 6, 2020 8:53 AM

To: Eben Adams <eadams@PierceAtwood.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

Good morning Eben. I have a (very hard-to-schedule) call with my client at 2pm this afternoon, and any additional information you may be able to provide on valuation before then would be very helpful. Thanks. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>

Sent: Thursday, April 2, 2020 6:03 PM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: RE: CMP lease with BPL

Thanks Tony. I made a comparison and while there are some formatting changes, I did not see any substantive differences.

I will get back to you on the valuation question.

Eben

Eben Adams

[PIERCE ATWOOD LLP](#)

PH 207.791.1175

From: Anthony Calcagni <acalcagni@verrill-law.com>

Sent: Thursday, April 2, 2020 4:43 PM

To: Eben Adams <eadams@PierceAtwood.com>

Subject: RE: CMP lease with BPL

*****This message originated outside your organization*****

By the way Eben, I'm told this is a Word version of the final 2014 Lease. Please take a look and let me know how it compares to the scanned version you made. Tony

Anthony M. Calcagni PARTNER

One Portland Square
Portland, ME 04101-4054
T (207) 253-4516

acalcagni@verrill-law.com

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From: Eben Adams <eadams@PierceAtwood.com>

Sent: Wednesday, April 1, 2020 9:46 AM

To: Anthony Calcagni <acalcagni@verrilldana.com>

Subject: CMP lease with BPL

Tony,

Following up on our call yesterday, attached is the financial data that CMP previously provided to the State regarding the market value of the lease. Let me know if you have any questions.

Eben

Eben Adams
[PIERCE ATWOOD LLP](#)

Merrill's Wharf
254 Commercial Street
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PH 207.791.1175
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eadams@pierceatwood.com

BIO ▶

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