March 29, 2024

Ms. Jennifer Holmes
Department of Natural Resources and Environmental Control
Delaware Costal Programs
100 W. Water St. Suite 7B
Dover, DE 19904

Subject: **Maryland Offshore Wind Project**
Wetlands Permit
Subaqueous Lands Lease and Permit Application
Coastal Construction Permit Application
Water Quality Certification Request

Dear Ms. Holmes,

US Wind, Inc. (US Wind) is re-submitting this Delaware Department of Natural Resources and Environmental Control (DNREC) Subaqueous Lands Lease and Permit Application, Wetlands Permit, and Water Quality Certification Request for the Maryland Offshore Wind Project (the Project) following notice from DNREC Division of Water that permit materials submitted February 15, 2024, were incomplete. US Wind re-submitted a Coastal Construction Permit Application via e-permitting on February 27, 2024.

In communication between US Wind and the DNREC, it was agreed upon that applications would be submitted concurrently, and the attached document serves as a narrative that responds to the information requested in both permit application forms and relevant appendices. In support of this application, we respectfully submit the following narratives and attachments pursuant to the DNREC Subaqueous Lands Lease and Permit Application, Wetlands Permit, and Water Quality Certification Request, as well as materials supporting the Coastal Construction Permit Application, provided herein.

The following Project components have been considered to be relevant to the above stated permits and are included in the application narrative:

- The Project includes offshore and onshore export cables. Portions of the proposed export cables are located under wetlands and within subaqueous lands in the Atlantic Ocean within Delaware state waters and Indian River Bay.
- The Project includes a landfall at 3 R's Beach, the installation of cable ducts, and the construction of a transition vault in the parking lot. Portions of the proposed cable ducts and transition vault on 3 R's Beach are located in subaqueous land, under wetlands, near the DNREC Building Line, and near potential dune environments.
- The Project includes construction of new US Wind Substations in the vicinity of the Indian River Bay Substation. Portions of the proposed substation construction and expansion are located near wetlands.

- The following referenced appendices to the US Wind Construction and Operations Plan (COP) have been submitted to the Bureau of Ocean Energy Management (BOEM), however each are confidential. These references are highlighted in the document and can be provided by request with the caveat that the reports contain confidential business information.
    - Appendix I-A: Oil Spill Response Plan, 2022
    - Appendix II-A1: Integrated Site Characterization Report – Federal Waters,
    - Appendix II-A2: Integrated Site Characterization Report – State Waters
- The following referenced appendices to the US Wind COP have been submitted to BOEM and most are available on BOEM's website: https://www.boem.gov/renewable-energy/state-activities/maryland-offshore-wind-construction-and-operations-plan. Relevant COP appendices are included collectively as Appendix H of the narrative accompanying the applications.

COP Appendix	DNREC Application Appendix
Appendix I-G: Waste Discharges and Releases, 2021	H1
Appendix II-A4: CB&I MEA G&G Report, May 2014	H2
Appendix II-A5: Alpine G&G Report 1751, June-Jul 2015	H3
Appendix II-A6: Alpine Export Cable Report 1783, Aug-Nov 2016	H4
Appendix II-A7: Delaware Waters Field Evaluation Report, March 2019	H5
Appendix II-B1: Indian River Bay Sediment Transport Memo, 2020	H6
Appendix II-B2: Offshore Sediment Transport Modeling, 2022	H7
Appendix II-B3: Indian River Bay Sediment Transport Modeling, 2023	H8
Appendix II-D1: Indian River Bay Benthic Report, 2017	H9
Appendix II-D2: Offshore Benthic Report, 2016	H10
Appendix II-D4: Lease Area and Offshore Export Cable Corridors Benthic Report 2021	H11
Appendix II-D5: Onshore Export Cable Corridors Benthic Report	H12
Appendix II-E1: Information to Support Essential Fish Habitat Assessment, 2023	H13
Appendix II-G1: Wetlands Delineations, 2021	H14
Appendix II-H1: Underwater Acoustic Assessment Report, 2023	H15
Appendix II-K7: Cable Burial Risk Assessment - Export Cable Corridor, 2023	H16

- Dredging for access for cable installation is anticipated and US Wind proposes to use an upland disposal facility for the dredged materials. Updated sediment characterization is complete and included in the application.

Application Form Components

- Appendix A: Wetlands and Subaqueous Lands Section Permit Application Form
  - Vicinity Map
  - Appendix E. Utility Crossing (with supplemental information)
  - Appendix H. Fill
  - Appendix M. Activities in State Wetlands
  - Appendix S. New Dredging Projects (with supplemental information)
  - Utility Crossing Landowner Agreement
  - Inadvertent Release Contingency Plan
  - Site Photos
  - Jones Crossroads Landfill waste acceptance letter
  - Property Deeds
  - Abutters List of Adjoining Properties
- Appendix B: Supporting Application Materials for Coastal Construction Permit
  - Application Cover Letter
  - DNREC Division of Parks and Recreation Acknowledgement Letter
  - Maryland Offshore Wind Project – 3R's Beach Profile Drawing
  - Maryland Offshore Wind Project – 3R's Beach Topography
- Appendix C: Preliminary Project Design Plans
  - C1: Preliminary Maryland Offshore Wind Project Export Cable Plans – Onshore
    - Scaled Plan View
    - Scaled Cross-Section Plans
  - C2: Preliminary Maryland Offshore Wind Project Substation Plans
    - Scaled Plan View
    - Scaled Cross-Section Plans
  - C3: Preliminary Maryland Offshore Wind Project Export Cable Plans – Offshore
    - Scaled Plan View
    - Scaled Cross-Section Plans
- Appendix D: Water Quality Certification Request
- Appendix E: October 2017 Sediment Sample Results
- Appendix F: Indian River and Indian River Bay Surface Water and Sediment Assessment – January 2024
- Appendix G: Indian River Bay: Hydraulic Dredging Impacts
- Appendix H. Relevant COP Appendices

The appropriate appendices of the Wetlands and Subaqueous Lands Permit Application Form are included in this submittal. Table 1 provides an overview of appendix applicability.

Table 1. Summary of Appendices Applicability

Permit Form Appendix Name	Applicability Determination	Applicability Explanation
Appendix A: Boat Docking Facilities	Not Applicable	No boat docking facilities are proposed.
Appendix B: Boat Ramps	Not Applicable	No boat ramps are proposed.

Permit Form Appendix Name	Applicability Determination	Applicability Explanation
Appendix C: Road Crossings	Not Applicable	No road crossings are proposed.
Appendix D: Channel Modifications or Impoundment Structures (Dams)	Not Applicable	No channel modifications or impoundment structures are proposed.
Appendix E: Utility Crossings	**Applicable**	**The utility cables proposed will cross subaqueous lands.**
Appendix F: Intake or Outfall Structures	Not Applicable	No intake or outfall structures are proposed.
Appendix G: Bulkheads	Not Applicable	No bulkheads are proposed.
Appendix H: Fill	**Applicable**	**Where needed, fill may be placed as cable protection in the nearshore Atlantic Ocean.**
Appendix I: Rip-Rap Sills and Revetments	Not Applicable	No rip-rap sills and revetments are proposed.
Appendix J: Vegetative Stabilization	Not Applicable	No vegetative placement is proposed.
Appendix K: Jetties, Groins, or Breakwaters	Not Applicable	No jetties, groins, or breakwaters are proposed.
Appendix M: Activities in State Wetlands	**Applicable**	**The Project will install cables using HDD under state wetlands and temporary pipelines related to dredging and dewatering of dredged material.**
Appendix N: Preliminary Marina Screening Checklist	Not Applicable	Marinas are not proposed.
Appendix O: Marinas	Not Applicable	Marinas are not proposed.
Appendix P: Stormwater Management	Not Applicable	No stormwater management for waterways is proposed.
Appendix Q: Ponds and Impoundments	Not Applicable	No impacts to pounds or impoundments are proposed.
Appendix R: Maintenance Dredging or Excavating	Not Applicable	No maintenance dredging or excavating is proposed.
Appendix S: New Dredging Projects	**Applicable**	**The proposed project will conduct new dredging for cable burial during construction.**

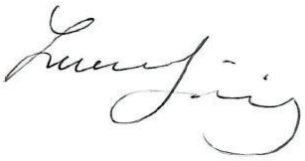
Narrative Contents

- Introduction
- Project Infrastructure, Fabrication, and Installation
- Alternatives Analysis
- Existing Conditions, Potential Impacts, Avoidance, and Minimization
  - Geology and Physical Conditions
  - Water Quality
  - Wetlands and Waterbodies
  - Benthic Resources
  - Finfish and Essential Fish Habitat
  - Marine Mammals
  - Sea Turtles
  - Upland Habitats
  - Bats

    - Terrestrial Species
    - Avifauna
    - Threatened and Endangered Species
    - Navigation and Military Activities
    - Socioeconomics
    - Commercial and Recreational Fisheries
    - Other Uses
- Conclusion
- References

Should you have any questions related to this application, please contact me by telephone at 410-340-9428 or via email at l.jodziewicz@uswindinc.com.

Sincerely,



Laurie Jodziewicz
Senior Director of Environmental Affairs
US Wind, Inc.

cc: Matthew Jones, DNREC
Jennifer Pongratz, DNREC
Michael Feinblatt, TRC Environmental, Inc.
Todd Sumner, US Wind

WETLANDS AND SUBAQUEOUS LANDS SECTION PERMIT APPLICATION FORM

For Subaqueous Lands, Wetlands, Marina and 401 Water Quality Certification Projects

State of Delaware
Department of Natural Resources and Environmental Control
Division of Water

Wetlands and Subaqueous Lands Section

APPLICATION FOR APPROVAL OF
SUBAQUEOUS LANDS, WETLANDS, MARINA
AND WATER QUALITY CERTIFICATION PROJECTS

Last Revised on: March 28, 2017

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY

Application Instructions:

1. Complete each section of this basic application and appropriate appendices as thoroughly and accurately as possible. Incomplete or inaccurate applications will be returned.

2. All applications must be accompanied by a scaled plan view and cross-section view plans that show the location and design details for the proposed project. Full construction plans must be submitted for major projects.

3. All applications must have an original signature page and proof of ownership or permitted land use agreement.

4. Submit an original and two (2) additional copies of the application (total of 3) with the appropriate application fee and public notice fee* (prepared in separate checks) to:

Department of Natural Resources and Environmental Control
Wetlands and Subaqueous Lands Section
89 Kings Highway
Dover, Delaware 19901

*Application and public notice fees are non-refundable regardless of the Permit decision or application status.

5. No construction may begin at the project site before written approval has been received from this office.

Helpful Information:

1.	Tax Parcel Information:	New Castle County	(302) 395-5400
		Kent County	(302) 736-2010
		Sussex County	(302) 855-7878
2.	Recorder of Deeds:	New Castle County	(302) 571-7550
		Kent County	(302) 744-2314
		Sussex County	(302) 855-7785

3. A separate application and/or approval may be required through the Army Corps of Engineers. Applicants are strongly encouraged to contact the Corps for a determination of their permitting requirements. For more information, contact the Philadelphia District Regulator of the Day at (215) 656-6728 or visit their website at: http://www.nap.usace.army.mil/Missions/Regulatory.aspx.

4. For questions about this application or the Wetlands and Subaqueous Lands Section, contact us at (302) 739-9943 or visit our website at: http://www.dnrec.delaware.gov/wr/Services/Pages/WetlandsAndSubaqueousLands.aspx. Office hours are Monday through Friday 8:00 AM to 4:30 PM, except on State Holidays.

APPLICANT'S REVIEW BEFORE MAILING

DID YOU COMPLETE THE FOLLOWING?

X	Yes	BASIC APPLICATION
x	Yes	SIGNATURE PAGE (Page 3)
X	Yes	APPLICABLE APPENDICES
X	Yes	SCALED PLAN VIEW
X	Yes	SCALED CROSS-SECTION OR ELEVATION VIEW PLANS
X	Yes	VICINITY MAP
X	Yes	COPY OF THE PROPERTY DEED & SURVEY
Submitted via e-permitting	Yes	THREE (3) COMPLETE COPIES OF THE APPLICATION PACKET
X	Yes	APPROPRIATE APPLICATION FEE & PUBLIC NOTICE FEE (Separate checks made payable to the State of Delaware)

Submit 3 complete copies of the application packet to:

Department of Natural Resources and Environmental Control
Wetlands and Subaqueous Lands Section
89 Kings Highway
Dover, Delaware 19901

Before signing and mailing your application packet, please read the following:

The Department requests that the contractor or party who will perform the construction of your proposed project, if other than the applicant, sign the application signature page along with the applicant in the spaces provided. When the application is signed by the contractor as well as the applicant, the Department will issue the Permit to both parties. For Leases, the contractor will receive a separate construction authorization that will make them subject to all of the terms and conditions of the Lease relating to the construction

Section 1: Applicant Identification

1. Applicant's Name: Jeffrey Grybowski
   Mailing Address: US Wind, Inc.
   401 E. Pratt St, Ste 1810
   Baltimore, MD, 21202
   Telephone #: 410-727-4020
   Fax #:
   E-mail: j.grybowski@uswindinc.com

2. Consultant's Name: Michael Feinblatt
   Mailing Address: TRC Environmental, Inc.404 Wyman Street, Suite 375Waltham, Massachusetts, 02451
   Company Name: TRC Environmental Inc.
   Telephone #: 781-419-7696
   Fax #:
   E-mail: MFeinblatt@trccompanies.com

3. Contractor's Name:
   Mailing Address:
   Company Name:
   Telephone #:
   Fax #:
   E-mail:

Section 2: Project Description

4. Check those that apply:
☒ New Project/addition to existing project? ☐ Repair/Replace existing structure? (If checked, must answer #16)

5. Project Purpose (attach additional sheets as necessary):
Please refer to section 1.1 of the attached application

6. Check each Appendix that is enclosed with this application:

	A. Boat Docking Facilities		G. Bulkheads		N. Preliminary Marina Checklist
	B. Boat Ramps	X	H. Fill		O. Marinas
	C. Road Crossings		I. Rip-Rap Sills and Revetments		P. Stormwater Management
	D. Channel Modifications/Dams	X	J. Vegetative Stabilization		Q. Ponds and Impoundments
X	E. Utility Crossings		K. Jetties, Groins, Breakwaters		R. Maintenance Dredging
	F. Intake or Outfall Structures	X	M. Activities in State Wetlands	X	S. New Dredging

Section 3: Project Location

7. Project Site Address: 3 R's Beach/Indian River Bay
39553 3 R's Rd Bethany Beach, DE, 19930/
30211-30403 Gate A Rd Dagsboro, DE, 19939
County: ☐ N.C. ☐ Kent ☒ Sussex
Site owner name (if different from applicant):
Address of site owner:

8. Driving Directions: 3R's Beach parking lot is located off of Coastal Highway In South Bethany. The Indian River Bay Substation is located off of Rd 223 in Dagsboro. Please refer to the vicinity map.
(Attach a vicinity map identifying road names and the project location)

9. Tax Parcel ID Number: Indian River Bay and Indian River (No Tax Parcel ID available)
Subdivision Name: N/A

WSLS Use Only: **Permit #s:**

Type **SP** ☐ **SL** ☐ **SU** ☐ **WE** ☐ **WQ** ☐ **LA** ☐ **SA** ☐ **MP** ☐ **WA** ☐

Corps Permit: SPGP 18 ☐ **20** ☐ **Nationwide Permit #:** **Individual Permit #**
Received Date: **Project Scientist:**
Fee Received? Yes ☐ **No** ☐ **Amt: $** **Receipt #:**
Public Notice #: **Public Notice Dates: ON** **OFF**

Section 3: Project Location (Continued)

10. Name of waterbody at Project Location: Indian River Bay Inlet/ Indian River waterbody is a tributary to: Atlantic Ocean

11. Is the waterbody: ☒ Tidal ☐ Non-tidal Waterbody width at mean low or ordinary high water Ranges from 700 ft to 20,000 ft.

12. Is the project: ☒ On public subaqueous lands? ☐ On private subaqueous lands?*
☐ In State-regulated wetlands? ☐ In Federally-regulated wetlands?

*If the project is on private subaqueous lands, provide the name of the subaqueous lands owner:
N/A
(Written permission from the private subaqueous lands owner must be included with this application)

13. Present Zoning: ☐ Agricultural ☒ Residential ☐ Commercial ☐ Industrial ☐ Other

Section 4: Miscellaneous

14. A. List the names and complete mailing addresses of the immediately adjoining property owners on all sides of the project (attach additional sheets as necessary):
Please refer to the attached table for an abutters list for the 3 R's Beach landfall.
Please refer to the attached table for an abutters list for the Indian River Substation.

B. For wetlands and marina projects, list the names and complete mailing addresses of property owners within a 1,000 foot radius of the project (attach additional sheets as necessary):
N/A

15. Provide the names of DNREC and/or Army Corps of Engineers representatives whom you have discussed the project with:
DNREC: Jennifer Holmes, David Stormer, Jennifer Pongratz, Kimberly Cole, Samantha Robinson Julie Molina, Matt Jones, USACE: Brian Anthony, Jason Peters, Erica Schmidt, Juan Carlos Corona Jesse Hayden

A. Have you had a State Jurisdictional Determination performed on the property? ☐ Yes ☒ No
B. Has the project been reviewed in a monthly Joint Permit Processing Meeting? ☐ Yes ☒ No
*If yes, what was the date of the meeting? _____

16. Are there existing structures or fill at the project site in subaqueous lands? ☐ Yes ☒ No
*If yes, provide the permit and/or lease number(s):

*If no, were structures and/or fill in place prior to 1969? ☐ Yes ☒ No

17. Have you applied for or obtained a Federal permit from the Army Corps of Engineers?
☐ No ☒ Pending ☐ Issued ☐ Denied Date: Please refer to table 1.4-1 within the attached application.
Type of Permit: IP Application and 408 Request are pending. Federal Permit or ID #: NAB-2020-60863

18. Have you applied for permits from other Sections within DNREC? Please refer to Table 1.6-1 of accompanying narrative.
☐ No ☒ Pending ☒ Issued ☐ Denied Date: _____ Permit or ID #: _____

Type of permit (circle all that apply): Septic Well NPDES Storm Water

Other: Issued permits are provided in Table 1.3-1 within the attached narrative.
Table 1.4-1 within the attached narrative contains additional permits that have been or will be submitted.

Section 5: Signature Page

19. Agent Authorization:

If you choose to complete this section, all future correspondence to the Department may be signed by the duly authorized agent. In addition, the agent will become the primary point of contact for all correspondence from the Department.

I do not wish to authorize an agent to act on my behalf X

I wish to authorize an agent as indicated below ☐

I, _____, hereby designate and authorize _____
(Name of Applicant) (Name of Agent)
to act on my behalf in the processing of this application and to furnish any additional information requested by the Department.

Authorized Agent's Name: _____ Telephone #: _____
Mailing Address: _____ Fax #: _____
_____ E-mail: _____
_____

20. Agent's Signature:

I hereby certify that the information on this form and on the attached plans are true and accurate to the best of my knowledge. I further understand that the Department may request information in addition to that set forth herein if deemed necessary to appropriately consider this application.

_____ _____
Agent's Signature Date

21. Applicant's Signature:

I hereby certify that the information on this form and on the attached plans are true and accurate to the best of my knowledge and that I am required to inform the Department of any changes or updates to the information provided in this application. I further understand that the Department may request information in addition to that set forth herein if deemed necessary to appropriately consider this application. I grant permission to authorized Department representatives to enter upon the premises for inspection purposes during working hours.

_____ March 29, 2024
Applicant's Signature Date

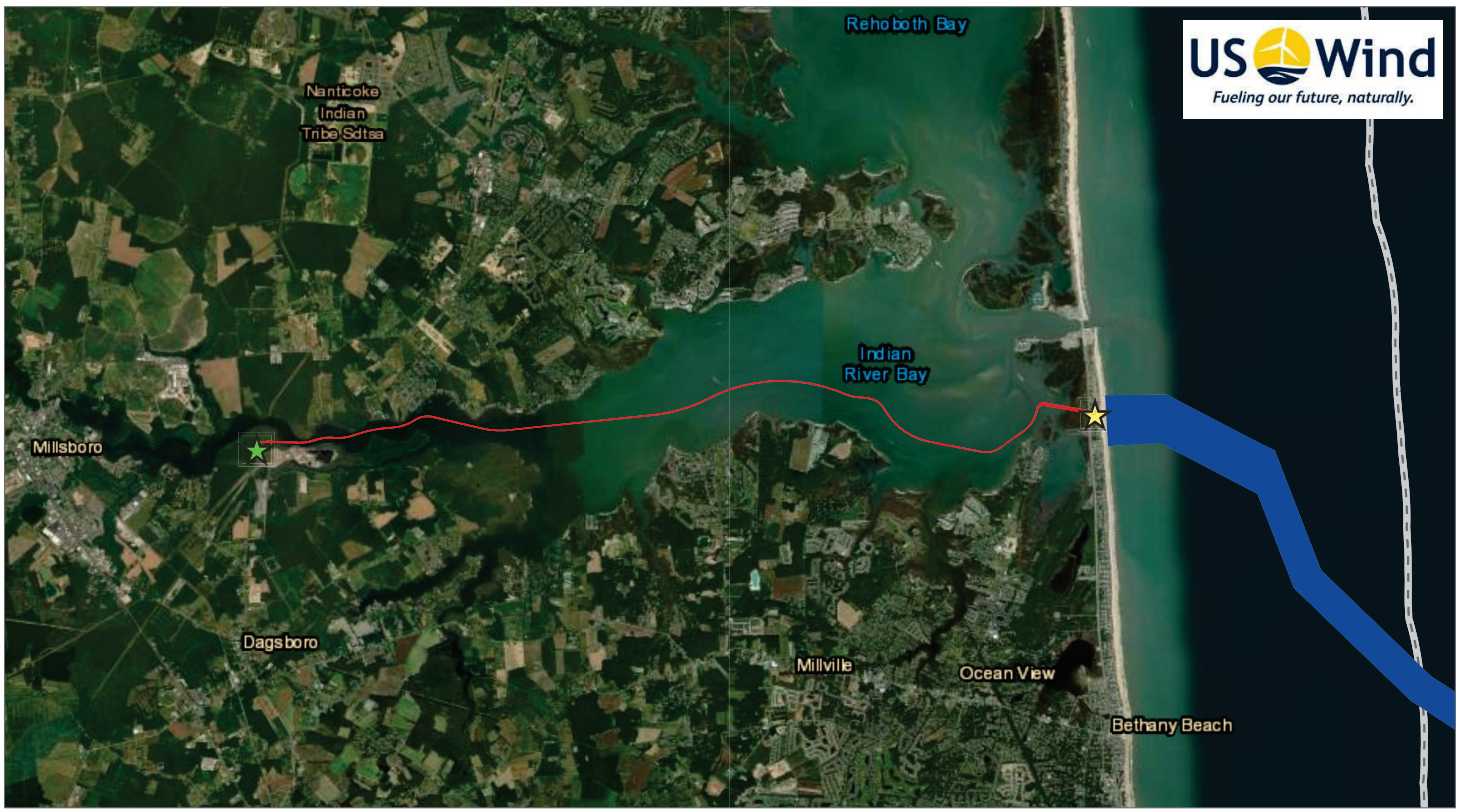
Jeffrey Grybowski, Chief Executive Officer
Print Name

22. Contractor's Signature:

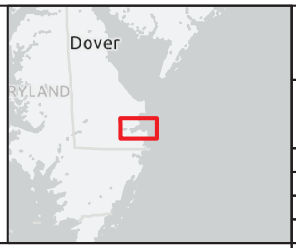
I hereby certify that the information on this form and on the attached plans are true and accurate to the best of my knowledge, and that I am required to inform the Department of any changes or updates to the information provided in this application. I further understand that the Department may request information in addition to that set forth herein if deemed necessary to appropriately consider this application.

_____ _____
Contractor's Name Date

_____
Print Name



- Point of Interconnect
- Landfall
- Offshore Export Cable Corridor 1
- Onshore Export Cable South Corridor
- 3-Mile State Boundary



BASE MAP: ESRI WORLD IMAGERY WEB SERVICE 2022
DATA SOURCES: TRC
US WIND, VARIOUS, 2021/2022/2024

0 1 2 MILES
1:111,000 1" = 9,250'

PROJECT: US WIND, INC.
SUSSEX COUNTY, DELAWARE

TITLE: PROJECT LOCATION

DRAWN BY:	K. BACHAND	PROJ. NO.:	016310.0086
CHECKED BY:	C. O'BRIEN		
APPROVED BY:	L. LEE		FIGURE 1
DATE:	MARCH 2024		

TRC
404 WYMAN STREET
SUITE 375
WALTHAM, MA 02451
PHONE: 781.419.7696

FILE: 016310_DNREC-PERMIT_REVISIONS_WORKING

Appendix E Utility Crossings

Utility Crossings

Please respond to each question. Questions left blank may result in the application being returned as incomplete. In addition, the answers to all of the questions in this Appendix must correspond accurately to the information on the plan and section view drawings for the project.

1. Please indicate the total number of subaqueous lands crossings associated with the project here: ___4___ Complete a separate Appendix E for each crossing.

2. The information below is for Crossing # ___1___.

General Information

3. What type of utility is being installed and what is its diameter?
   ____ wastewater pipeline_____ inches __X__ electric line __12__ inches
   ____ water line _____ inches ____ TV/cable _____ inches
   ____ gas line _____ inches ____ fiber optic cable _____ inches
   ____ other (describe) _____ _____ inches

4. What is the total length of the crossing relative to:
   Please refer to the Appendix E Supplemental Information attachment.
   MHW _____ ft. MLW_____ ft. OHW _____ ft.

5. What is the total area of impact for the crossing relative to:
   Please refer to the Appendix E Supplemental Information attachment.
   MHW _____ sq. ft. MLW _____sqft. OHW _____ sq. ft.

6. What is the method of installation for the crossing:

   __X__ directional bore _____ trench _____blasting _____X_____plow

   If another method of installation will be utilized, please describe here:

   Please refer to Section 2.1.3.1 for a description of the HDD process (page 2-10) and Section 2.1.3.3 for a description of the onshore export cable installation (page 2-16).

7. Briefly outline the construction sequence for placement of the structure:
   Section 2.1.3 of the narrative (page 2-10) describes the overall sequence of construction for each export cable. Please refer to Section 2.1.3.1 for a description of the HDD process (page 2-10). Horizontal directional drilling would be utilized to install cable ducts that allow for the installation of the export cables at the transition points between water and land, at the beach landfall and at the point of interconnection.
   Please refer to Section 2.1.3.3 for a description of the export cable installation (page 2-16). Cables would be installed via jet plowing in the nearshore Atlantic Ocean, Indian River Bay, and Indian River. Dredging would be necessary to allow for barge access in Indian River.

8. Will dredging, excavating, or filling be required? __X__ Yes _____ No

If "yes", complete the appropriate dredging appendix and/or fill appendix and include them with your application.

Please refer to Appendix S: New Dredging Projects.

9. Will there be any permanent towers, poles, platforms or other structures (excluding submarine cables) on subaqueous land or in wetlands? _____ Yes __X__ No

If "yes", give the number of structures, and provide a description, including square footage and material (the location of all structures must be shown on the plans or the application cannot be processed).

10. At what depth will the subaqueous crossing be placed below the bottom of the waterbody? __See below__ ft.
    At what height will an aerial crossing be above MHW? ___N/A_____feet
    The depths vary as shown in Appendix C1 and C3 of the narrative. In the nearshore Atlantic, out to 3-NM line, the cable would be buried 3.3 to 9.8 ft (no more than 13.1 ft) below the bottom of the waterbody. In Indian River Bay, 3 to 7 ft, potentially deeper in vicinity of Indian River Bay Federal Channel to maintain cables more than 6 ft below channel maintenance depth.
11. Is the crossing in, on, over or under public (undeeded) or private subaqueous lands?
    __X____Public ____X____Private Note, the subaqueous crossing falls within Indian River Bay, which is public property.
    If private, who is/are the property holder(s)? _Renewable Redevelopment, LLC owns the land crossed by the western HDD.
    Provide a copy of any deed, ROW or easement granting access if the private property owner is other than the applicant. Deed is provided.

12. Is the crossing adjacent to subaqueous lands on State-owned property? __X__ Yes _____No
    If so, which State agency is the owner? _____
    Delaware Department of Natural Resources and Environmental Control Division of Parks and Recreation
    Delaware Department of Natural Resources and Environmental Control Division of Fish and Wildlife
    Is the crossing within a DelDOT right of way? _____X____ Yes _____No

    Cables would cross below DelDOT right of way at approximately 12.5 m (41 ft) below grade

13. Please include evidence of written permission from the private land owner above (if other than the applicant).
    See attached letter from Renewable Redevelopment, LLC.

Appendix E Supplemental Information

4) What is the total length of the crossing relative to:
    a. MHW (ft): See table below. Values are for one cable.
    b. MLW (ft): See table below. Values are for one cable.
    c. OHW (ft): N/A. The utility crossing is in tidal waters.

Cable Segment	MHW (ft)	MLW (ft)	Statute miles	Kilometers
Offshore Export Cable Corridor 1 from 3 NM state waters line to approximate HDD punch out location	25,680	25,680	5	8
HDD punch out location to transition vault at 3R's Beach Parking Lot	2,950	2,950	1	1
3R's Beach Parking Lot transition vault to HDD punch out location in eastern Indian River Bay	3,040	3,040	1	1
Export cable buried by jet plow/vertical injection in Indian River Bay	50,100	50,100	10	16
HDD punch out location in western Indian River to transition vaults in vicinity of US Wind Substations	1,870	1,870	0.5	0.7
Total Length	**83,640**	**83,640**	**18**	**27**

5) What is the total area of the impact for the crossing relative to:
    a. MHW (ft): See table below. Values are for one cable.
    b. MLW (ft): See table below. Values are for one cable.
    c. OHW (ft): N/A. The utility crossing is in tidal waters.

Cable Segment	Length (ft)	Width (in)	Width (ft)	Area (sq ft)
Offshore Export Cable Corridor 1 from 3 NM state waters line to approximate HDD punch out location	25,680	12	1	25,680
HDD punch out location to transition vault at 3R's Beach Parking Lot	2,950	42	3.5	10,325
3R's Beach Parking Lot transition vault to HDD punch out location in eastern Indian River Bay	3,040	42	3.5	10,640
Export cable buried by jet plow/vertical injection in Indian River Bay	50,100	12	1	50,100

Cable Segment	Length (ft)	Width (in)	Width (ft)	Area (sq ft)
HDD punch out location in western Indian River to transition vaults in vicinity of US Wind Substations	1,870	42	3.5	6,545
			Total	**103,290**

Utility Crossings

Please respond to each question. Questions left blank may result in the application being returned as incomplete. In addition, the answers to all of the questions in this Appendix must correspond accurately to the information on the plan and section view drawings for the project.

1. Please indicate the total number of subaqueous lands crossings associated with the project here: ___4___ Complete a separate Appendix E for each crossing.

2. The information below is for Crossing # ___2___.

General Information

3. What type of utility is being installed and what is its diameter?
   ____ wastewater pipeline_____ inches __X__ electric line __12__ inches
   ____ water line _____ inches ____ TV/cable _____ inches
   ____ gas line _____ inches ____ fiber optic cable _____ inches
   ____ other (describe) _____ _____ inches

4. What is the total length of the crossing relative to:
   Please refer to the Appendix E Supplemental Information attachment.
   MHW _____ ft. MLW_____ ft. OHW _____ ft.

5. What is the total area of impact for the crossing relative to:
   Please refer to the Appendix E Supplemental Information attachment.
   MHW _____ sq. ft. MLW _____sqft. OHW _____ sq. ft.

6. What is the method of installation for the crossing:

   __X__ directional bore _____ trench _____blasting _____X_____plow

   If another method of installation will be utilized, please describe here:

   Please refer to Section 2.1.3.1 for a description of the HDD process (page 2-10) and Section 2.1.3.3 for a description of the onshore export cable installation (page 2-16).

7. Briefly outline the construction sequence for placement of the structure:
   Section 2.1.3 of the narrative (page 2-10) describes the overall sequence of construction for each export cable. Please refer to Section 2.1.3.1 for a description of the HDD process (page 2-10). Horizontal directional drilling would be utilized to install cable ducts that allow for the installation of the export cables at the transition points between water and land, at the beach landfall and at the point of interconnection.
   Please refer to Section 2.1.3.3 for a description of the export cable installation (page 2-16). Cables would be installed via jet plowing in the nearshore Atlantic Ocean, Indian River Bay, and Indian River. Dredging would be necessary to allow for barge access in Indian River.

8. Will dredging, excavating, or filling be required? __X__ Yes _____ No

If "yes", complete the appropriate dredging appendix and/or fill appendix and include them with your application.

Please refer to Appendix S: New Dredging Projects.

9. Will there be any permanent towers, poles, platforms or other structures (excluding submarine cables) on subaqueous land or in wetlands? _____ Yes __X__ No

If "yes", give the number of structures, and provide a description, including square footage and material (the location of all structures must be shown on the plans or the application cannot be processed).

10. At what depth will the subaqueous crossing be placed below the bottom of the waterbody? __See below__ ft.
    At what height will an aerial crossing be above MHW? ___N/A_____feet
    The depths vary as shown in Appendices C1 and C3 of the narrative. In the nearshore Atlantic, out to 3-NM line, the cable would be buried 3.3 to 9.8 ft (no more than 13.1 ft) below the bottom of the waterbody. In Indian River Bay, cables will be buried 3 to 7 ft, potentially deeper in vicinity of Indian River Bay Federal Channel to maintain cables more than 6 ft below channel maintenance depth.
11. Is the crossing in, on, over or under public (undeeded) or private subaqueous lands?
    __X____Public ___X_____Private Note, the subaqueous crossing falls within Indian River Bay, which is public property.
    If private, who is/are the property holder(s)? _Renewable Redevelopment, LLC owns the land crossed by the western HDD.
    Provide a copy of any deed, ROW or easement granting access if the private property owner is other than the applicant. Deed is provided.

12. Is the crossing adjacent to subaqueous lands on State-owned property? __X__ Yes _____No
    If so, which State agency is the owner? _____
    Delaware Department of Natural Resources and Environmental Control Division of Parks and Recreation
    Delaware Department of Natural Resources and Environmental Control Division of Fish and Wildlife
    Is the crossing within a DelDOT right of way? __X____ Yes _____No

    Cables would cross below DelDOT right of way at approximately 12.5 m (41 ft) below grade

13. Please include evidence of written permission from the private land owner above (if other than the applicant).
    See attached letter from Renewable Redevelopment, LLC.

Appendix E Supplemental Information

4) What is the total length of the crossing relative to:
    a. MHW (ft): See table below. Values are for one cable.
    b. MLW (ft): See table below. Values are for one cable.
    c. OHW (ft): N/A. The utility crossing is in tidal waters.

Cable Segment	MHW (ft)	MLW (ft)	Statute miles	Kilometers
Offshore Export Cable Corridor 1 from 3 NM state waters line to approximate HDD punch out location	25,680	25,680	5	8
HDD punch out location to transition vault at 3R's Beach Parking Lot	2,950	2,950	1	1
3R's Beach Parking Lot transition vault to HDD punch out location in eastern Indian River Bay	3,040	3,040	1	1
Export cable buried by jet plow/vertical injection in Indian River Bay	50,100	50,100	10	16
HDD punch out location in western Indian River to transition vaults in vicinity of US Wind Substations	1,870	1,870	0.5	0.7
Total Length	**83,640**	**83,640**	**18**	**27**

5) What is the total area of the impact for the crossing relative to:
    a. MHW (ft): See table below. Values are for one cable.
    b. MLW (ft): See table below. Values are for one cable.
    c. OHW (ft): N/A. The utility crossing is in tidal waters.

Cable Segment	Length (ft)	Width (in)	Width (ft)	Area (sq ft)
Offshore Export Cable Corridor 1 from 3 NM state waters line to approximate HDD punch out location	25,680	12	1	25,680
HDD punch out location to transition vault at 3R's Beach Parking Lot	2,950	42	3.5	10,325
3R's Beach Parking Lot transition vault to HDD punch out location in eastern Indian River Bay	3,040	42	3.5	10,640
Export cable buried by jet plow/vertical injection in Indian River Bay	50,100	12	1	50,100

Cable Segment	Length (ft)	Width (in)	Width (ft)	Area (sq ft)
HDD punch out location in western Indian River to transition vaults in vicinity of US Wind Substations	1,870	42	3.5	6,545
			Total	**103,290**

Utility Crossings

Please respond to each question. Questions left blank may result in the application being returned as incomplete. In addition, the answers to all of the questions in this Appendix must correspond accurately to the information on the plan and section view drawings for the project.

1. Please indicate the total number of subaqueous lands crossings associated with the project here: ___4___ Complete a separate Appendix E for each crossing.

2. The information below is for Crossing # ___3___.

General Information

3. What type of utility is being installed and what is its diameter?
   ____ wastewater pipeline_____ inches __X__ electric line __12__ inches
   ____ water line _____ inches ____ TV/cable _____ inches
   ____ gas line _____ inches ____ fiber optic cable _____ inches
   ____ other (describe) _____ _____ inches

4. What is the total length of the crossing relative to:
   Please refer to the Appendix E Supplemental Information attachment.
   MHW _____ ft. MLW_____ ft. OHW _____ ft.

5. What is the total area of impact for the crossing relative to:
   Please refer to the Appendix E Supplemental Information attachment.
   MHW _____ sq. ft. MLW _____sqft. OHW _____ sq. ft.

6. What is the method of installation for the crossing:

   __X__ directional bore _____ trench _____blasting _____X_____plow

   If another method of installation will be utilized, please describe here:

   Please refer to Section 2.1.3.1 for a description of the HDD process (page 2-10) and Section 2.1.3.3 for a description of the onshore export cable installation (page 2-16).

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8. Will dredging, excavating, or filling be required? __X__ Yes _____ No

If "yes", complete the appropriate dredging appendix and/or fill appendix and include them with your application.

Please refer to Appendix S: New Dredging Projects.

9. Will there be any permanent towers, poles, platforms or other structures (excluding submarine cables) on subaqueous land or in wetlands? _____ Yes __X__ No

If "yes", give the number of structures, and provide a description, including square footage and material (the location of all structures must be shown on the plans or the application cannot be processed).

10. At what depth will the subaqueous crossing be placed below the bottom of the waterbody? __See below__ ft.
    At what height will an aerial crossing be above MHW? ___N/A_____feet
    The depths vary as shown in Appendices C1 and C3 of the narrative. In the nearshore Atlantic, out to 3-NM line, the cable would be buried 3.3 to 9.8 ft (no more than 13.1 ft) below the bottom of the waterbody. In Indian River Bay, cables will be buried 3 to 7 ft, potentially deeper in vicinity of Indian River Bay Federal Channel to maintain cables more than 6 ft below channel maintenance depth.
11. Is the crossing in, on, over or under public (undeeded) or private subaqueous lands?
    __X____Public ___X_____Private Note, the subaqueous crossing falls within Indian River Bay, which is public property.
    If private, who is/are the property holder(s)? _Renewable Redevelopment, LLC owns the land crossed by the western HDD.
    Provide a copy of any deed, ROW or easement granting access if the private property owner is other than the applicant. Deed is provided.

12. Is the crossing adjacent to subaqueous lands on State-owned property? __X__ Yes _____No
    If so, which State agency is the owner? _____
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    Is the crossing within a DelDOT right of way? __X____ Yes _____No

    Cables would cross below DelDOT right of way at approximately 12.5 m (41 ft) below grade

13. Please include evidence of written permission from the private land owner above (if other than the applicant).
    See attached letter from Renewable Redevelopment, LLC.

Appendix E Supplemental Information

4) What is the total length of the crossing relative to:
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4. What is the total length of the crossing relative to:
   Please refer to the Appendix E Supplemental Information attachment.
   MHW _____ ft. MLW_____ ft. OHW _____ ft.

5. What is the total area of impact for the crossing relative to:
   Please refer to the Appendix E Supplemental Information attachment.
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6. What is the method of installation for the crossing:

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    See attached letter from Renewable Redevelopment, LLC.

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HDD punch out location in western Indian River to transition vaults in vicinity of US Wind Substations	1,870	42	3.5	6,545
			Total	**103,290**

Utility Crossing Landowner Agreement

Letter of Acknowledgement for
an Underground Utility Crossing

This Letter of Acknowledgement for an Underground Utility Crossing (the Letter) is by Renewable Redevelopment, LLC., a subsidiary of US Wind, Inc. The Property within this Agreement is located at Tax Parcel No. 233-2.00-2.01 in Dagsboro Hundred, Sussex County, State of Delaware.

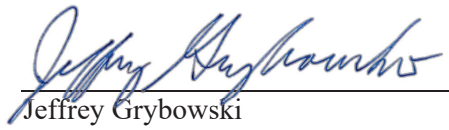
Renewable Redevelopment, LLC. agrees to allow the actions listed below related to the underground utility crossing, specifically for the installation of an electric transmission line and associated structures beneath their property.

Work included in this Letter is expected to consist of the following:

- The clearing of land for construction access.
- The installation of transition vaults for cable landing.
- The installation of electric cables via horizontal directional drilling under estuarine wetlands.
- The laying of temporary pipelines for dredged material and water return across upland habitat and estuarine wetlands.
- Construction of associated transmission facilities.
- Maintenance of the underground transmission line for the lifetime of the project.

This Letter demonstrates the willingness of Renewable Redevelopment, LLC. for its Property at Tax Parcel No. 233-2.00-2.01 to be used for an underground utility crossing and related construction activites.

Signature



Jeffrey Grybowski
Chief Executive Officer
Renewable Redevelopment, LLC.

March 28, 2024
Date

Appendix H Fill

FILL

Please make sure answers to all of the questions in this appendix correspond to information on the application drawings.

Locations of any cable mattress(es) in the Atlantic along the portion of Offshore Export Cable Corridor 1 in Delaware state waters are unknown until after installation. Cable protection, if needed, would be required where burial depth was not achieved due to unforeseen circumstances.

1. How many linear feet will the fill extend channelward of the:
   a. Tidal waters: mean high water line? _____ ft.
      mean low water line? _____ ft.
   b. Non-tidal waters: ordinary high water line? 0 ft.

US Wind estimates that the maximum length of cable protection would be up to 2,550 ft. Should any cable mattressing be necessary, US Wind provides in these responses the materials and methods for installation. Locations of any cable protection would be notified to DNREC prior to installation and as-built design drawings would be provided 90 days following installation.

2. What is the area of fill that will be located:
   a. on subaqueous land (channelward of mean high water) up to 51,000 sq. ft.
   b. on vegetated wetlands? 0 sq. ft.

3. What is the source of the fill?
   _____ Hauled in from upland sources: What is the source company/location/parcel number?
   _____ Obtained from dredged material: Complete Dredging Appendix.

US Wind proposes to use flexible concrete mattresses that can conform to bottom contours. Refer to Section 2.1.3.2 (page 2-16) for a description of a typical mattress used in cable protection.

4. What is the total volume of fill? up to 38,250 cubic yards
   a. What is the total fill per running foot of shoreline? 0 cubic yards

5. What method will be used to place the fill?

Upon completion of cable installation activities, a post installation survey will be performed. If burial depth is not achieved, concrete mattresses will be placed over the cables to protect them from damage.

6. State the type and composition percentage of the fill material (e.g. sand 80%, silt 5%, clay 15%, etc.)

US Wind proposes to use flexible concrete mattresses that can conform to bottom contours. Refer to Section 2.1.3.2 (page 2-16) for a description of a typical mattress used in cable protection.

7. How will the fill be retained? Complete appropriate appendix.

Not applicable. No retainment is needed to secure the mattresses to the seafloor.

8. What type of vegetation or ground cover will be provided for the filled area(s) to prevent soil erosion and help keep sediment from reaching State waters?

Not applicable.

9. Describe the type(s) of structure(s) to be erected on the filled area (if any). Complete appropriate appendix.

Not applicable. Refer to Section 2.1.3.2 (page 2-16) for a description of a typical mattress used in cable protection.

Appendix M Activities in State Wetlands

ACTIVITIES IN STATE WETLANDS

Please make sure that all answers in this appendix correspond to information on the application drawings.

1. Project description and explanation of need.

   Please refer to Section 1.1 Project Purpose (page 1-5) and Section 1.4 Summary of Project Components and Activities in Delaware Land and Water (1-9 to 1-10), in the attached application narrative.

2. What is area of impact for each activity in state wetlands?

   Wetlands Walkways/Other Structures:
   Length 0 ft. Width 0 ft.
   # Piles 0 Height 0 ft. over marsh

   Two temporary pipelines for dewatering operations would rest atop of wetlands for up to 600 ft each. Refer to Figure 2.1-19 (page 2-25) in Section 2.1.3.3 for the wetlands at the US Wind substation location.
   The cable will pass under up to 1,520 feet of wetlands leaving the 3R's Beach transition vault. Refer to Figure 4.4-1 (page 4-29) in Section 4.4.1.1.
   Cables would be horizontally directionally drilled under wetlands approximately 45 ft below grade.

3. What is volume of fill or excavated material involved in this project?

   Fill 0 cubic yards
   Excavation 0 cubic yards

4. Map number of state wetland map where project is located: DNR # 01-015, 02-019, 03-019, 06-007, 05-019, 07-021, 08-005, 09-010, 09-011

ENVIRONMENTAL SUMMARY - PLEASE SUBMIT AN EVALUATION OF IMPACT OF THE PROPOSED ACTIVITY (ATTACH ADDITIONAL SHEETS AS NEEDED):

5. State reasons that structures cannot feasibly be located on lands other than wetlands.

   The only routing available between the dredging locations and dewatering locations includes wetlands. US Wind would minimize the length of wetland crossed to the greatest extent practicable.

6. Detail temporary and permanent changes which would be caused by the proposed project and the impact of these changes on the project area and adjacent areas.

   There will be no permanent impacts to wetlands as a result of Project activities. Please refer to Section 4.4.3 (pages 4-33 to 4-35) for avoidance and minimization measures specific to wetlands.
   Two temporary pipelines for dewatering operations would rest on top of wetlands for up to 600 ft each. Refer to Figure 2.1-19 (page 2-25) in Section 2.1.3.3.

7. Describe alternatives to the proposed action which would reduce or avoid environmental damage.

   Please refer to Section 3.4 (pages 3-8 to 3-42) for a discussion of the alternative terrestrial cable routes considered, all of which include water crossings and construction adjacent to wetland areas.

8. Describe all measures to be taken during and after the completion of the proposed project to reduce detrimental effects.

   Please refer to Section 4.4.3 (pages 4-33 to 4-35) for avoidance and minimization measures specific to wetlands.
   A draft frac out plan is provided as an attachment to Appendix M for DNREC's review.

9. Describe all permanent environmental impacts which cannot be avoided.

   There will be no permanent impacts to wetlands as a result of Project activities.

10. Submit detailed evaluation of impact of the proposed project on the following:

a. Value of tidal ebb and flow

i. Production Value: carrying organic matter to adjacent estuaries and coastal waters which serve as breeding areas for certain animal species (especially fish and shellfish).
ii. Value as a natural protective system of absorption of storm wave energy, flood waters, and heavy rainfall, thereby decreasing flood and erosion damage.
iii. The prevention of silting in certain harbors and inlets thereby reducing dredging.
iv. Removal and recycling of inorganic nutrients.
v. Effect on the estuarine waters.

Not applicable because there will be no impacts to tidal ebb and flow as a result of Project actvities. Please refer to Section 1.8 (pages 1-25 to 1-40) for a summary of avoidance and minimization measures.

b. Habitat Value

i. Habitat for resident species of wildlife including furbearers, invertebrates, finfish.
ii. Habitat for migratory wildlife species including waterfowl, wading birds, shorebirds, shorebirds, passerines, finfish, shrimp.
iii. Rearing area, nesting area, breeding grounds for various species.
iv. Habitat for rare or endangered plants.
v. Presence of plants or animals known to be rare generally, or unique to the particular location.
vi. Presence of plants or animals near the limits of their territorial range.
vii. Presence of unique geological or wetland features.

Not applicable because there will be no impact to habitat value as a result of Project activities. Please refer to Section 1.8 (pages 1-25 to 1-40) for a summary of avoidance and minimization measures.

c. Aesthetic Effect - Consideration of the aesthetic effect may include:

i. Presence of plants or animals of a high visual quality.
ii. The presence of an associated water body.
iii. Wetland type of topographic diversity.

Not applicable because there will be no impact to aesthetic character as a result of Project activities. Please refer to Section 1.8 (pages 1-25 to 1-40) for a summary of avoidance and minimization measures.

d. Impact of Supporting Facilities

The supporting facilities to be considered include any public or private construction, whether or not the construction occurs in the wetlands, which would be required for construction or operation of the proposed wetlands activity, such as roads, sewage disposal facilities, electric lines, water supply systems, and schools. Effects shall be separately determined for the lands neighboring such facilities.

Not applicable because there will be no impact to wetlands due to the horizontal directional drill activities and their supporting construction. Please refer to Section 1.8 (pages 1-25 to 1-40) for a summary of avoidance and minimization measures.

e. Effect on Neighboring Land Uses

i. The effects of the proposed wetland activity on neighboring land use are to be considered whether or not the neighboring lands are wetlands.

ii. The environmental, aesthetic and economic effects of the proposed wetlands activity on land uses neighboring the lands on which supporting facilities will be located may be considered.

Not applicable because there will be no impact to aesthetic character as a result of Project activities. Please refer to Section 1.8 (pages 1-25 to 1-40) for a summary of avoidance and minimization measures.

f. Federal, State, Regional, County and Municipal Comprehensive Plans.

Compliance of the proposed activities with the plans of the jurisdiction in which it is proposed to take place, and its impact on the plans of other affected jurisdictions.

Please refer to Section 1.0 Introduction (pages 1-1 to 1-40), specifically Section 1.6 Previous Permitting History (pages 1-10 to 1-11) for DNREC permits and Section 1.7 Other Related Permits (pages 1-11 to 1-24).

g. Economic Impact

Economic Impact shall include a short and long-term evaluation of the following factors to the extent the effect is directly attributable to the proposed activity:

i. Jobs created or lost and the net income effect of jobs.
Please refer to Section 4.15 Socio-Economics (pages 4-129 to 4-137) COP Appendix II-L1 Economic Assessment Study is available upon request.

ii. Increases in revenues to or increases in expenditure by State, County and local governments (e.g., increased taxes from an increased tax base and increased expenditure for maintaining supporting facilities).
Please refer to Section 4.15 Socio-Economics (pages 4-129 to 4-137) COP Appendix II-L1 Economic Assessment Study is available upon request.

iii. Increases or decreases in the value attributable to the wetland as a source of nutrients to finfish, crustacea and shellfish and as habitats of such species or other flora or fauna of significant actual or potential economic value.
Not applicable. There will be no permanent impacts to wetlands as a result of Project activities. Please refer to Section 4.4.3 (pages 4-33 to 4-35) for avoidance and minimization measures specific to wetlands.

iv. Increases or decreases in the value of the land as a recreational area.
Not applicable. There will be no change in total wetland area as a result of Project activities.

v. Increases or decreases in the cost of flood control or expected flood damage which might be caused by the effect of the activity on the natural capacity of the wetland to reduce flood damage.
Not applicable. There will be no permanent impacts to wetlands ability to mitigate the effects of flooding as a result of Project activities. Please refer to Section 4.4.3 (pages 4-33 to 4-35) for avoidance and minimization measures specific to wetlands.

vi. Increases or decreases the costs of maintaining navigable harbors and waterways which would result from altering the capacity of the wetlands to absorb silt.
Not applicable. There will be no permanent impacts to wetlands ability to mitigate the effects of flooding as a result of Project activities. Please refer to Section 4.3.3 (pages 4-27 to 4-28) for avoidance and minimization measures for water quality and Section 4.4.3 (pages 4-33 to 4-35) for avoidance and minimization measures specific to wetlands.

vii. The net economic effect, both public and private, or any contemplated supporting facilities.
Please refer to Section 4.15 Socio-Economics (pages 4-129 to 4-137) COP Appendix II-L1 Economic Assessment Study is available upon request.

viii. The net economic effect, both public and private, of the proposed activity on neighboring land uses.
Please refer to Section 4.15 Socio-Economics (pages 4-129 to 4-137) COP Appendix II-L1 Economic Assessment Study is available upon request.

Inadvertent Release Contingency Plan

Maryland Offshore Wind Project HDDs

INADVERTENT RELEASE CONTINGENCY PLAN

INADVERTENT RELEASE PLAN

Introduction

Horizontal directional drilling (HDD) is recognized as the least environmentally disturbing construction technique available for installing pipelines/conduits underwater bodies or facilities that need to remain undisturbed. The HDD procedure is designed to be a closed loop system that uses drilling fluids for advancement of the drill string and installation of the product pipe. The drilling fluids:

- Lubricate the bore hole
- Reduce friction by cooling the bottom-hole assembly (BHA)
- Stabilize the surrounding formations by providing a seal that reduces the risk of the fluid migrating into the formation
- Carry the cuttings to the surface

The main component of the drilling fluid is a slurry of naturally occurring Bentonite clay and water. The clay is insoluble and made up of small particles that function as a sealant that fills the pore spaces surrounding the borehole. Various non-toxic additives may be added to the drilling fluid to optimize its properties. During the drilling operations, it is possible that some of the drilling fluids will be lost in fractures within the formation. In cases of lateral fractures, lost fluids may not surface. While it is not anticipated, in other cases, drilling fluids may reach the surface (e.g., the fracture comes close enough to the surface that the pressure causes the release of drilling fluid above ground). Such a release is termed an inadvertent return. The key to containing and controlling an inadvertent return is the drilling plan (i.e. penetration rate, incremental reaming, fluids design), early detection, and quick response by HDD crew and support personnel.

Inadvertent Drilling Fluid Release

For the purposes of this document and the US Wind HDDs, an inadvertent drilling fluid release, or inadvertent return, shall be defined as the unintentional or inadvertent loss of drilling fluids from the HDD bore hole to the onshore ground surface, other than the bore hole entry and exit points. Loss of drilling fluids to the subsurface geological formation may result in an apparent reduction in the return of fluids and cuttings but will not be considered an inadvertent release unless drilling fluids are observed at the ground surface and/or a significant loss of drilling fluid is detected.

Purpose of the Plan

This document establishes plans for preventing, monitoring, and responding to an inadvertent release of drilling fluids that may occur during the installation of the US Wind HDDs. This plan will identify the activities to be monitored and appropriate response actions to be taken to minimize a release of drilling fluid. The plan outlines a process of monitoring the drilling fluid in order to identify a loss-of-returns situation and determine if there is a release to the surface. The intent of this document is to set forth a plan to illustrate actions to be taken, under various

conditions and for various sizes of inadvertent releases, should an inadvertent drilling fluid release occur; as well as establish a monitoring and response criteria that will minimize the environmental effects of the HDD operations.

Inadvertent Return Prevention

The objective to prevent inadvertent returns shall be managed through reasonable construction practices and industry standard means and methods, including:

Controlled Drill Head Advance

During pilot hole drilling, the drill head will be advanced at a conservative rate, to ensure that soils cuttings have sufficient time to be flushed from the bore hole by the drilling fluids, preventing plugging and thereby keeping down hole pressures to a minimum. If plugging occurs (i.e. return flow is diminished relative to fluid pumping rate), the rate of advance will be reduced, stopped, or reversed, as appropriate, until the plug has been cleared.

Down Hole Pressure

Drilling fluid pump pressure will be maintained at no more than the minimum necessary to maintain good circulation and to keep the bore hole clear of cuttings. This operating envelope will be established by conducting an engineered hydrofracture analysis in which the geotechnical data will be analyzed in order to produce a model which compares the confining force of the in situ overburden soil vs the hydrostatic pressure or outward expansion force of the drill fluid at several points along the bore profile of the final bore design. Once this comparison is complete a calculated safe pressure zone can be established between the soil pressure and the drill fluid hydrostatic head pressure along the entire bore path. In the event a reduction in circulation is observed and recorded drilling fluid pressures are within the safe work zone, mechanical swabbing or tripping of the drill pipe may be required or adjustments to drilling fluid properties (e.g., density, viscosity) can be made. Additionally, the rate of drill head advance shall be considered before pump pressure is increased to ensure cuttings have enough time to exit the bore hole.

During pilot hole drilling, the down hole annular pressure will be monitored through a pressure tool located in the BHA. The driller will regularly evaluate the average recorded pressures in order to mitigate a potential loss of returns. Leading indicators such as increasing or decreasing trends in down hole pressure may indicate the occurrence of a release or more commonly the buildup of cuttings down hole which may require additional mechanical cleaning of the bore hole , the need for drill fluid property adjustment, or a reduced penetration rate/ additional pumping time. The drill rig operator, or driller, is responsible for monitoring the annular pressures.

Inadvertent Return Monitoring

The HDD superintendent has the overall responsibility for monitoring the site and bore path for an inadvertent drilling fluid release. However, he may delegate this responsibility as he sees fit. Where appropriate, the following methods of monitoring shall be used:

Circulation Rate

The flow rate of drilling fluid circulation and the volume of returns to the returns pit at entry point will be continuously monitored. Differences between the pumping rate and the rate of returns may indicate an inadvertent drilling fluid release. The drill rig operator, or driller, is responsible for visually monitoring the fluid returns to the returns pit at entry point.

Inspection

HDD activities will be closely and continually monitored by the Contractor, the Construction Inspector, and the Environmental Inspector, or any combination of the three. Monitoring and sampling procedures will/may include:

- Visual and pedestrian field inspection along the drill path, to the extent allowable by the terrain, including monitoring the wetlands and waterbodies for evidence of release,
- Use of drones to inspect the area along and adjacent to the HDD drill path when inadvertent returns are suspected,
- Continuous monitoring of the non-toxic clay and water slurry, drilling pressures, and return flows by the Contractor,
- Consistent recording of drill status information regarding drill conditions, pressures, returns, and progress during the course of drilling activities,
- Consistent recording of pedestrian and drone inspections along the drill path and surrounding area including time of inspection,
- documentation of all observations of sensitive resources, and people conducting the inspection.
- and Continuous, 24-hour monitoring of operating pumps being utilized while drilling operations are conducted on-site.

While performing an HDD, the Contractor will closely monitor all down hole pressures during the pilot phase along with the entry/exit pits during the reaming process to ensure fluid returns are returning. The crew will closely and frequently monitor the right-of-way and surrounding areas with pedestrian search and/or the use of aerial drones. Should an inadvertent return be found in a wetland, waterbody, or ditch; the drilling operations will take appropriate actions which may or may not include immediately halting until the inadvertent return is adequately contained. The monitoring of the right-of-way along with all findings will be documented.

In the event that pedestrian searches for inadvertent release are inadequate due to limited traversable terrain, a remote-controlled aerial drone can be utilized for ground surveillance if requested. The drone can be flown the length of the HDD drill path with concentrated focus on the areas that pedestrian search is not practical and during daylight hours.

Providing the inadvertent return is in a location that can be accessed through approved landowners along the permanent easement of the right-of-way, the crew will contain the inadvertent return with silt fence, straw bales and/or sandbags.

Provided adequate access can be obtained, the HDD contractor and/or its subcontractor will utilize vacuum trucks, pumps and hand tools as needed to clean-up the inadvertent return. Upon containment of the inadvertent return, the drilling operations will commence as the clean-up efforts continue.

In the event an inadvertent return is located outside of the previously approved right-of-way boundaries, the HDD contractor will work closely with US Wind to obtain landowner and agency permission to access the area to begin the clean-up efforts.

Similar investigation techniques will be implemented during nighttime operations if they can be conducted safely.

Inadvertent Return Response

Upon discovery of a loss of circulation or sign of a down-hole pressure drop, the contractor shall notify the on-site US Wind representative, begin to reduce down-hold pressure as practicable, and conduct a detailed examination of the drill path and adjacent area for evidence of an inadvertent release. At the first sign of release of the non-toxic clay and water slurry, immediate actions to manage and control the release will be implemented as prescribed by this plan.

Depending on the location and the amount of fluid being released, corrective actions may include the following:

- Upon discovery of a loss of circulation or sign of a down-hole pressure drop, the contractor shall notify the on-site US Wind representative,
- begin to reduce down-hole pressure by immediately ceasing to pump drill fluid and tripping the drill string back to aid in removing pressure down hole.
- and conduct a detailed examination of the drill path and adjacent area for evidence of an inadvertent release.
- At the first sign of release of the non-toxic clay and water slurry, immediate actions to manage and control the release will be implemented as prescribed by this plan.

Depending on the location and the amount of fluid being released, corrective actions may include the following:

- If public health and safety are threatened by an inadvertent release, drilling operations will be immediately shut down until the threat is eliminated. Upon discovery of an IR within a sensitive area, a temporary suspension of drilling operations will take place until measures are in place to manage, control, and contain the release.
- Evaluating the release to determine if containment structures are warranted and can effectively contain the release.
- Placing containment structures at the affected area to prevent migration of the release.

- If the amount of the release is large enough to allow collection, collecting the non-toxic clay and water slurry released into containment structures and returning it to either the drilling operations or an approved disposal site by hose or tanker.
- If the amount of the release is not large enough to allow collection, diluting the affected area with fresh water and allowing it to dry. Steps will be taken to prevent silt-laden water from flowing into a wetland or waterbody.
- If a wetland or waterbody release occurs, initiating an inspection to determine the potential movement of released non-toxic clay and water slurry within the wetland or waterbody.
- If a wetland or waterbody release occurs, collecting the non-toxic clay and water slurry returns at the drill entry location for future analysis, as required.
- If a wetland or waterbody release occurs, monitoring of the release will be documented by the Environmental Inspector. The Contractor will keep photographs of release events on record.

The following measures will be implemented to minimize or prevent further release, contain the release, and clean-up the affected area:

- If a release occurs within a wetland or waterbody, reasonable measures, within the limitation of directional drilling technology and the Contractor's onshore and offshore capabilities, will be taken to reestablish drilling return circulation.
- The Contractor will provide the materials utilized to reasonably reduce or eliminate and contain inadvertent returns. A list of these materials is shown below. The Contractor will execute the operation of containing and cleaning up any effects of inadvertent returns.
- While the Contractor is waiting to resume drilling operations (i.e. advancement of the down hole tooling), certain actions, at the discretion of the HDD superintendent and/or drill rig operator, may be taken in order to maintain the integrity of the bore hole. The actions may include, but are not limited to, circulating the hole with drilling fluids, adding pre-approved loss circulation materials to the drilling fluid mixture, tripping drill string out of the bore hole to a length determined by the HDD superintendent and/or drill rig operator.

Response Materials

The following materials will be available onsite to utilize for response to any ground surface inadvertent returns. The materials used will be determined by the extent of the inadvertent release and the appropriate response action.

- sandbags
- hand plastic buckets (5 gallon)
- hand-held vacuum unit
- wide heavy duty push broom
- flat blade shovels
- silt fence
- turbidity barriers (silt curtains)
- hay bales
- silt fence
- plastic sheeting
- squeegees
- pumps and sufficient hose
- mud storage tanks
- vacuum truck
- SAFE Boat/ROV

- generator

HDD Personnel

Training

Supervisors, crew members, and other key HDD personnel on site will receive training with respect to the prevention, monitoring, and response of inadvertent returns. This training includes:

- The details of this plan
- Specific permitting conditions and requirements
- The need to monitor HDD operation
- Lines of communication
- Lines of authority and responsibility
- Contact names and phones numbers of the appropriate individuals
- Events that need to be reported and to whom

Roles and Responsibilities

All personnel that make up the HDD crew take part in the management of inadvertent drilling fluid release prevention, monitoring, and response. The following demonstrates the key HDD crew member roles and their respective responsibilities in relation to this plan:

HDD Superintendent

The onsite superintendent has the overall responsibility for monitoring the HDD operations for inadvertent returns, as well as response to any indications or discovery of inadvertent returns. He may delegate this responsibility as he sees fit. The onsite superintendent, with the assistance of the assigned crew members, is responsible for visually monitoring the length of the bore path, to the extent practicable, for inadvertent drilling fluid release. He may delegate this responsibility as he sees fit. The onsite superintendent is responsible for immediately notifying the Contractors project management of any discovery of inadvertent returns. The onsite superintendent is responsible for reporting, discussing, and implementing countermeasures to mitigate any fluid loss situation.

Drill Rig Operator (“Driller”)

The driller is responsible for monitoring drilling fluid pressures and fluid returns to the entry point. In the event of a significant drop in down hole fluid pressure or fluid returns, the driller will notify the onsite superintendent.

The driller will document the nature of any drilling fluid release, including physical characteristics of the fluid, location, and extent; the measures implemented to reduce the rate of release; the measures employed at the site of release to contain and cleanup drilling fluid; and the extent to which these measures are successful in containing or eliminating the release.

Mud System Operator

The mud system operator will continuously monitor and manipulate the viscosity of the drilling fluid as it is being cleaned and mixed. The mud system operator will closely monitor the level of mud in the mud cleaning system tanks. A substantial drop in the fluid levels will be reported immediately to the driller and/or onsite superintendent.

Laborers

The laborer is responsible for continuous inspection of hoses, pumps, and equipment, to identify leaks or damage that could potentially cause a failure in the item, resulting in drilling fluid release on site. A laborer will be assigned to perform inspection walks, as described above. If drilling fluid is found to have been released at the ground surface, the laborer(s) will immediately report the occurrence to the driller and/or onsite superintendent, typically via hand-held radios.

Communication

Inadvertent Return Communication Plan

The reporting procedure for inadvertent releases is follows:

- The worker that observes the inadvertent fluid release reports immediately to the driller and/or onsite superintendent, typically via hand-held radio. The driller will notify the onsite superintendent of the release if the observing worker has not done so.
- The onsite superintendent, after implementing any immediate response to reduce the fluid loss, such as ordering the cessation of drilling operations, will notify the Contractors project management, either via cell phone or in person. The superintendent will also notify the onsite US Wind representative.
- The Contractors project management will notify US Wind management.
- The onsite superintendent will determine the methods most appropriate to control, contain, and/or clean up the release.

IR Notification Key Contact List

[Placeholder - to be added prior to start of construction]

DOCUMENTATION

When inadvertent returns occur, the Contractor will submit to US Wind a “Drilling Fluid Migration and Release Report”, as soon as practical. The report will include:

- Details of the inadvertent release event
- Name and telephone number of person reporting
- Details regarding notification
- Location of the inadvertent release
- Date and time of inadvertent release
- Type and quantity, estimated size of inadvertent release

- The type of activity that was occurring around the area of the inadvertent release
- Description of any sensitive areas, and their location in relation to the inadvertent release
- Description of the methods used to clean up or secure the site
- Description of close-out actions

Appendix S New Dredging Projects

NEW DREDGING PROJECTS

Please make sure that answers to all of the questions in this appendix correspond to the information on the application drawings.

CLASSIFICATION OF CREEK TO BE DREDGED (for projects in the Inland Bays only)

1. How is the creek classified according to the State dredging program's classification system? Is it open to dredging, open to dredging but requiring further study, or restricted due to environmental sensitivity? See example "Classification System" on page 7 of this application. For further explanation, refer to Section 2.0 of the "Goals and Objectives - Creek Evaluation Dredging Criteria" dated April, 1986.

   Please refer to the Appendix S Supplemental Information attachment.

   a. **Step One:** If the creek to be dredged is "restricted", an application cannot be accepted.

      Please refer to the Appendix S Supplemental Information attachment.

   b. **Step Two:** If the creek is "open" to dredging, the applicable parts of this application must be completed.

      Please refer to the Appendix S Supplemental Information attachment.

   c. **Step Three:** If the creek is "open" to dredging but requiring further analysis, submit information request as part of procedure outlined on page 4 and further explained in Section 2.4 of the Dredging Study.

      Please refer to the Appendix S Supplemental Information attachment.

2. SITE LOCATION OF DREDGING PROJECT

   a. Locate the project site with respect to the county, creek, tributary (enclose 8 ½" x 11" map).

      See attached Figure 1 Project Location for map.

3. DESCRIPTION OF DREDGING PROJECT

   a. How many cubic yards of material will be dredged or excavated channelward of the:

      Tidal waters: mean high water line? 73,676 cu. yds.

      mean low water line? 73,676 cu. yds.

      Non-tidal waters: ordinary high water line? 0 cu. yds.

   b. What are the proposed dimensions of the dredged area relative to mean low water or ordinary high water?

      Dredging will occur in two different segments.

      Length: 2,400 - 4,500 ft Depth: 1-6 ft (most 3 ft or less) Base width: 250 ft Top width: 250 ft

   c. What are average and range of existing depths in area of proposed dredging?

      Range: 1.5 - 10 ft Average: 6 ft OHW N/A

      Include a survey of proposed and existing depths on application drawings.

      Refer to Appendix C1 Sheets 4 - 17. for the export cables within Indian River Bay.

d. What is the proposed dredging depth in relation to surrounding bathymetry?

Between 1-6 ft (most 3 ft or less) OHW N/A

Indicate both proposed depths and surrounding depths on attached drawings.

a. Describe the other details of the proposed project including the equipment to be used, place and method of disposal, etc. Detail is important.

Please refer to Section 2.1.3.3 Onshore Export Cables - subsection - Dredging within Indian River Bay in the attached application narrative (pages 2-21 to 2-26).

4. PURPOSE OF PROPOSED DREDGING PROJECT

a. Define the purpose and need of the proposed dredging project. Who will benefit?

Please refer to the Appendix S Supplemental Information attachment.

b. Submit color photos of site and bordering upland with explanation of the views shown (prints only).

Please refer to the Appendix S Supplemental Information attachment.

5. How often will maintenance dredging be required? N/A What measures are being taken to reduce the frequency of dredging.

No maintenance dredging is proposed. Proposed dredging is considered new dredging, although in certain locations where overlap with the Indian River Bay Federal Channel (4,600 ft) is unavoidable maintenance dredging may occur in the same area in the future. See Appendix C1 Sheets 6-9 which depict the locations.

ENVIRONMENTAL CONSIDERATIONS OF THE DREDGING PROJECT

A sediment analysis must be performed in accordance with the attached sampling plan.

6. CHARACTERIZE THE SUBSTRATE TO BE DREDGED

a. What is the chemical composition of the material to be dredged? Does the substrate contain more pollutants relative to known clean bay sediments of similar composition? Attach Lab Reports and Analyses.

Please refer to the Appendix S Supplemental Information attachment.

b. What is the physical composition of the substrate? State percent of sand, gravel, mud, silt. Does it contain shell fragments?

Please refer to the Appendix S Supplemental Information attachment.

7. CHARACTERIZE THE UNDERLYING SUBSTRATE TO BE EXPOSED BY THE PROJECT

a. Is the underlying substrate (material at proposed dredging depth) of similar physical composition and chemical quality as material to be dredged?

Yes.

b. Project the expected turbidity levels and area of effect (extent of plume) based on the percent of silt, sand, and gravel in the dredged material.

Please refer to the Appendix S Supplemental Information attachment.

8. CHARACTERIZE THE BIOLOGICAL COMMUNITY IN THE AREA TO BE DREDGED

a. Characterize how the area is utilized by shellfish and finfish and potential temporary and/or permanent impacts to these species.

Please refer to the Appendix S Supplemental Information attachment.

b. Identify the practices proposed to reduce impacts to aquatic species and the potential for degradation of water quality (turbidity curtain, time of year restrictions, etc.). Dredging in Delaware waters may be subject to certain time of year restrictions in order to protect fish and wildlife.
Please refer to the Appendix S Supplemental Information attachment.

c. What are the major benthic (bottom dwelling) species found at the area to be dredged?
Please refer to the Appendix S Supplemental Information attachment.

d. Characterize the subaquatic vegetation and other vegetation at or near the project site.

Please refer to the Appendix S Supplemental Information attachment.

9. **CHARACTERIZE THE EXISTING WATER QUALITY**

a. Determine the classification of the stream according to state water quality criteria. Will the dredging project cause violations of the water quality criteria? Will designated water uses be affected?

Please refer to the Appendix S Supplemental Information attachment.

b. Determine levels of dissolved oxygen (D.O.) in and around the project area. Measure D.O. at the water/substrate interface during worst case conditions (i.e. summer morning).

Please refer to the Appendix S Supplemental Information attachment.

10. IMPACT TO THE BOTTOM CONTOURS OF THE BAY OR CREEK

a. What is proposed dredging depth in relation to surrounding bathymetry? Provide map showing surrounding depths.

Dredging depth: 1-6 ft (most 3 ft or less)

Please refer to Appendix C1 Sheets 4-17 attached to the narrative for Plans.

b. Will the project change flow or circulation patterns in the bay or creek? Will shoaling patterns be altered?

No impacts to shoaling patterns are anticipated.

c. Describe the impact to sediment transportation along the shoreline and the potential for depriving adjacent shorelines of sediment?

Please refer to the Appendix S Supplemental Information attachment.

11. IMPACT TO SURROUNDING LANDS

a. What is the proximity of the dredging project to the nearest creek bank or banks?

The proximity of the dredging project to the nearest bank ranges from 400 to 8,000 feet. Figure 4.9-1

In Section 4.9.1 Description of Affected Environment (page 4-88) for upland habitats shows the shoreline in the vicinity of the dredging areas.

b. What are the existing land uses along this bank(s)?

Please refer to the Appendix S Supplemental Information attachment.

c. What is the shoreline composition adjacent to the proposed dredging and the areas immediately up and downstream (wetland, vegetated bank, rip-rap, bulkhead eroding bank)?

Please refer to the Appendix S Supplemental Information attachment.

12. What measures will be taken during the dredging operation to minimize environmental impact?

Please refer to the Appendix S Supplemental Information attachment.

CONSIDERATIONS FOR DISPOSAL OF DREDGED MATERIALS

13. What are your plans for disposing of dredged material (i.e., upland disposal, wetland creation, island creation, etc.)? What alternatives have you considered?

Please refer to the Appendix S Supplemental Information attachment.

14. When do you plan to conduct your dredging/disposal operation (approximate dates of operation)?

Dredging would occur from October 1 through February 28 and would occur as part of the cable installation campaigns to provide barge access in shallow areas.

15. Describe the characteristics and location of the proposed dredged material disposal site? What is the present use of the disposal site? Please identify both temporary dewatering/stockpiling areas as well as the permanent disposal area and pipeline route if applicable.

Please refer to the Appendix S Supplemental Information attachment.

16. CHARACTERISTICS OF THE DREDGED MATERIAL

1. Based on sediment analysis required or other known factors, does the material contain any contaminants?

Please refer to the Appendix S Supplemental Information attachment.

a. What is the bulking factor of the material (e.g., how much will material increase in volume during dredging and disposal operation based on material composition, material water holding capacity and dredging method)?

Please refer to the Appendix S Supplemental Information attachment.

b. What is the settling rate of the dredged material?

Please refer to the Appendix S Supplemental Information attachment.

c. What is the mounding ability of the material being disposed of?

Please refer to the Appendix S Supplemental Information attachment.

17. CONSIDERATIONS FOR HABITAT DEVELOPMENT

a. Does similar habitat already exist in the area proposed for development?

Not applicable. No beneficial reuse proposed.

b. What is the depth of water at mean low water (for water disposal for marsh or island creation)?

Not applicable. No beneficial reuse proposed.

c. What is the salinity of water at the proposed site of development?

Not applicable. No beneficial reuse proposed.

d. What is the salinity of water from which material is being dredged?

Not applicable. No beneficial reuse proposed.

e. Is the composition of the dredged material similar to the substrate at the site of habitat development?

Not applicable. No beneficial reuse proposed.

f. What are the biological characteristics of the site proposed for development? Are there oyster bars, spawning grounds, submerged aquatic vegetation, or other fragile ecosystems which require temporary or permanent protection? These sites should be avoided for habitat development.

Not applicable. No beneficial reuse proposed.

g. What are the wind and current conditions at the site? Do they change seasonally?

Not applicable. No beneficial reuse proposed.

h. Will habitat development interfere with any existing commercial or recreational activities?
Not applicable. No beneficial reuse proposed.

i. Is there enough material to achieve desired elevations? Is the potential site of development large enough to accommodate the dredged material?

Not applicable. No beneficial reuse proposed.

j. Who is the owner of the site proposed for development? Who will maintain the new habitat?

Not applicable. No beneficial reuse proposed.

k. What types of wildlife are to be attracted to the site? Will the food and habitat needs be met?

Not applicable. No beneficial reuse proposed.

l. What measures will be taken to reduce potential environmental impact?

Not applicable. No beneficial reuse proposed.

18. CONSIDERATIONS FOR UPLAND DISPOSAL

a. What is the distance from the dredging operation to the proposed site of disposal?

Please refer to the Appendix S Supplemental Information attachment.

b. What method of disposal is to be utilized (i.e., pipeline discharge, barge, hopper, etc.)?

Please refer to the Appendix S Supplemental Information attachment.

c. Describe the proposed method of containment for the dredged material.

Please refer to the Appendix S Supplemental Information attachment.

d. How much acreage is required for the quantity of material being disposed of?

Please refer to the Appendix S Supplemental Information attachment.

e. Provide an engineering drawing of the proposed disposal facility. Include dimensions of the sediment to be contained in this dredging event. (Length, width, depth)

Please refer to the Appendix S Supplemental Information attachment.

f. What measures will be taken to reduce potential environmental impact?

Please refer to the Appendix S Supplemental Information attachment.

g. What is estimated life of the dredge spoil disposal site?

Please refer to the Appendix S Supplemental Information attachment.

h. Are there any wells within 300 feet of the disposal site? If yes, show location of adjacent wells on disposal area plan.

Please refer to the Appendix S Supplemental Information attachment.

19. If required, has an Erosion and Sediment Control Plan been approved by the designated plan approval agency for the project? An Erosion and Sediment Control Plan is required for any project disturbing more than 5,000 square feet of uplands. Final approved plans must be received by this office prior to permit issuance.
US Wind will develop the necessary plans to be submitted to DNREC for approval prior to permit issuance.

20. SAMPLING PLAN FOR NEW DREDGING PROJECTS

1. Physical and Chemical Analysis of Sediment

Please refer to the Appendix S Supplemental Information attachment.

a. Particle size distribution and percent solids analysis on core samples taken to depth of proposed dredging. Percentage sand, silt and clay should be given based on:

sand: Greater than or equal to 0.0625mm

silt: Less than 0.0635mm but greater than 0.0039mm

clay: Less than 0.0039mm

Please refer to the Appendix S Supplemental Information attachment.

b. Bulk sediment analysis (mg/lg) core samples taken to depth of proposed dredging for parameters as determined by the Department.

Please refer to the Appendix S Supplemental Information attachment.

c. Elutriate analysis (mg/l) on core samples taken to depth of proposal dredging for parameters as determined by the Department. Dredge site water should be used for the dilution water.

Please refer to the Appendix S Supplemental Information attachment.

d. Surface water analysis (mg/l) on one composite sample from the dredging area for parameters as

determined by the Department.

Please refer to the Appendix S Supplemental Information attachment.

2. Biological Sampling

Please refer to the Appendix S Supplemental Information attachment.

e. Benthic Invertebrate survey based on minimum of three surface grab samples or benthic dredge. Organisms should be identified to genus-level species where possible.

Please refer to the Appendix S Supplemental Information attachment.

f. Description of emergent and submerged vegetation in or adjacent to the proposed dredging area.

Please refer to the Appendix S Supplemental Information attachment.

Important Notes:

The number of samples is dependent on size of area to be dredged and suspected pollution level. As a general rule, a minimum of three sampling stations should be established.

If sediment contaminants are shown to exist at levels of concern by the above analyses, a bioassay may be required. Suspected contaminated sediment proposed for upland disposal should be subjected to an EP Toxicity analysis.

Please be advised that all dredging in the Inland Bays must be undertaken between September 1 and December 31 in order to protect summer and winter flounder and other aquatic species. Dredging in other Delaware waters may also be subject to certain time of year restrictions in order to protect fish and wildlife. Contact DNREC for more specific information regarding the restrictions that may apply within your project area.

CLASSIFICATION OF CREEK TO BE DREDGED (for Inland Bays)

Step One: Environmental Classification	**Areas of Restricted Dredging**	
Objective: Classify as areas where dredging should be restricted creeks, creek segments, and open water areas with high environmental sensitivity. Factor One: Bodies of water and associated shorelines which have been designated as state natural areas, or which are totally contained in or where more than 50% of the shoreline borders a wildlife refuge or state/federal/parkland. Factor Two: Creek segments whose shorelines are dominated by wetland vegetation and which have open water channels equal to or less than 40 feet in width. Factor Three: Creek segments where the presence of rare and endangered species has been identified either in-stream or along the shoreline. Factor Four: Creek segments where at least 30% of the land area within ¼ mile of the water's edge is contained in designated wetlands and is less than 50% developed as moderate density residential development. *Creeks less than 40 feet in width (headwaters and tributaries) and other areas not designated on the maps should not be considered for dredging by the state	**<u>Upstream reaches of:</u>** Vines Creek Pepper Creek Herring Creek • Hopkins Prong • Burton Prong • Guinea Creek Wilson Creek White Oak Creek • Johnson Branch Collins Creek • Joshua Prong Simon Glade • Edgar Creek White Creek Arnell Creek Dirickson Creek Emily Gut Love Creek Lingo Creek Drum Creek Roy Creek Lee Joseph Creek Love Creek Blackwater Creek Miller Creek	**<u>Segments of:</u>** Drum Creek Dirickson Creek Love Creek Dorman Branch Lingo Cove Joshua Cove Sloughs Gut Collins Creek Joshua Prong Edgar Prong Stump Creek Swan Creek Island Creek Warwick Gut Emily Gut Lingo creek Other small unnamed creeks/guts *May list more creek segments as the presence of both state and federally designated rare and endangered species are identified.
Step Two: Classification by Water Use and Dredging History	**Areas Open to Dredging**	
Objective: To further segregate creeks into those which are characterized by intensive use and a recent dredging history and those which are less used and have not been previously dredged. Those areas which are both intensively used and have a recent dredging history will then be classified as being open to dredging. Factor One: Is the waterbody, creek or creek segment consistently and intensively used as and access route to, or between the following types of boating activities: • Recreational boating, including sailing and excursions • Recreational or commercial fishing, including shellfishing • Water skiing, jet skiing, etc. • Commercial transportation (i.e. hauling of commodities) • Access channel connecting major water use areas Factor Two: Has the water area, creek or creek segment been dredged by the State of Federal government within the last 10-15 years?	Assawoman Canal and approach channels to be dredged for navigation purposes only. Future development projects requiring access to Assawoman Canal, structures that conflict with navigation and projects which degrade water quality will be prohibited. Indian River Navigation Channel Lewes & Rehoboth canal Massey's Ditch Rehoboth Bay Navigation Channel As a general policy, the State should not dredge artificially constructed dead-end lagoons unless it is for environmental rehabilitation or ther are overriding concerns. If dredging is requested by incorporated communities, cost/benefit analysis should be conducted.	
Step Three: Generators and Attractors of Boat Traffic	**Areas Requiring Further Analysis**	
Objective: To further segregate the group remaining after Step II into those areas with or without navigational demand. The criteria used to determine navigational demand is the presence of generators and/or attractors of boat traffic as defined below. Factor One: The presence of a marina with one of the following characteristics: • Publicly accessible marina with more than 25 slips • Significant proportion of vessels using marina have drafts exceeding 4'and lengths exceeding 25'. • Publicly accessible boat launching ramp • Private marina with more than 100 slips Factor Two: The presence of a residential subdivision, campground or trailer park with more than 50 units and which has either and accompanying marina, or whose parcels front on boat channel Factor Three: The presence of waterfront recreational, industrial or commercial activities that are regularly visited by vessels with drafts exceeding 2'. Factor Four: At least 50 percent of the land area located within ½ mile of the creek or creek segment is developed at a minimum as moderate density residential. (i.e. at least one dwelling unit acre). If at least one of the factors is present, classify as Level I; if none of the factors are present, classify as Level II. Level I creeks are higher priority projects as they satisfy the navigational demand criteria. Level II creeks exhibit little current demand or use.	**<u>Level I Creek Segments</u>** Love Creek (up to first bridge) Arnell Creek (mouth only) Lingo Creek Pepper Creek (up to Holland Pt.) Vines Creek (up to Ballast Pt.) Dirickson creek Roy Creek Herring Creek Burton Prong Hopkins Prong Wilson Creek (mouth only) Lee Joseph Creek (mouth only) **<u>Level II Creek Segments</u>** Bald Eagle Creek White Oak Creek (mouth only) Beach Cove Vines Creek (from Ballast Pt. to first bridge) *These are only portions of the creeks listed under each level as illustrated on the set of maps accompanying this report *These requirements were developed for marinas near the creek mouths on the bays. The marina size and facility requirements increase the farther upstream it is located due to related dredging costs and environmental impacts.	

Appendix S Supplemental Information

Classification of the Creek to be Dredged

1) How is the creek classified according to the State dredging program's classification system? Is it open to dredging, open to dredging but requiring further study, or restricted due to environmental sensitivity? See example "Classification System" on page 7 of this application. For further explanation, refer to Section 2.0 of the "Goals and Objectives - Creek Evaluation Dredging Criteria" dated April, 1986.
   a. Step One: If the creek to be dredged is "restricted", an application cannot be accepted.

   The areas proposed for dredging within Indian River Bay and Indian River are not classified as restricted.

   b. Step Two: If the creek is "open" to dredging, the applicable parts of this application must be completed.

   Indian River Navigation Channel is listed as an area open to dredging. Per Factor One, this channel is regularly used for recreational and commercial vessel use and as an access channel to a larger body of water (the Atlantic Ocean). Per Factor Two, Indian River was previously dredged 2010 for maintenance and future dredging projects are pending.

   c. Step Three: If the creek is "open" to dredging but requiring further analysis, submit information request as part of procedure outlined on page 4 and further explained in Section 2.4 of the Dredging Study.

   The areas proposed for dredging within Indian River Bay and Indian River are not classified as requiring further analysis.

3) Description of the Dredging Project
   a. Describe the other details of the proposed project including the equipment to be used, place and method of disposal, etc. Detail is important.

   Please refer to Section 2.1.3.3 Onshore Export Cables (page 2-16 through 2-22) for information regarding equipment to be used and subsection Dredging within Indian River Bay in the attached application narrative (page 2-23 through 2-24) for information regarding method of disposal/placement of dredged material.

4) Purpose of the Proposed Dredging Project
   a. Define the purpose and need of the proposed dredging project. Who will benefit?

   Proposed dredging would allow for proper installation of buried export cables to interconnect the Offshore Wind Project to the regional electric grid. The dredging and cable burial methods have been designed to avoid and minimize impacts to existing and future uses of the identified area of Indian River and Indian River Bay for the benefit of federal, state, commercial, and recreational users.

Please refer to Section 1.1 Project Purpose (page 1-5). The purpose of the Project is to interconnect the Offshore Wind Project to the Delmarva Peninsula in fulfilment of state and federal clean energy standards and targets. Once developed, the Offshore Wind Project will play a critical role in advancing the offshore wind targets set forth by the federal government, reduce greenhouse gas emissions, increase grid reliability, and support economic development growth in the region, including thousands of union jobs. The Offshore Wind Project if fully developed would avoid 139 million short tons of carbon dioxide every year from the electric power sector (US Wind 2023b).

Dredging for cable burial is needed to properly install the export cables. Planned dredging has been designed to avoid and minimize interference with current and future activities in the vicinity, providing benefits to commercial and recreational users of Indian River and Indian River Bay as well as navigation.

To achieve the target burial depth, US Wind and its contractors have determined dredging would necessarily precede the cable installation in locations along the cable routes for cable burial. The Cable Burial Risk Assessment - Export Cable Corridor (Appendix H16) recommends the burial depth necessary to prevent conflicts with anchoring by commercial and recreational vessels that have been active in Indian River Bay.

Dredging and export cable installation have been designed to avoid areas designated for potential Shellfish Aquaculture Development Areas (see Section 4.5.1.3 pages 4-43).

The Indian River Inlet and Bay Federal Navigation Project may be dredged in the future by DNREC or USACE (or both). US Wind consulted with USACE and was directed to bury cables at least 1.8 meters (6 feet) below the maintenance depth of the channel to allow for future dredging without interference of dredging activity (see narrative Section 2.1.3.3 pages 2-17 through 2-18).

b. Submit color photos of site and bordering upland with explanation of the views shown (prints only).

   See attached Figure 1 Project Location for an overview map of the Project area. Figure 4.9-1 in Section 4.9.1 Description of Affected Environment (page 4-88) for upland habitats shows the shoreline in the vicinity of the dredging areas. Site photographs are included as part of Appendix S.

Environmental Considerations of the Dredging Project

6) Characterize the Substrate to be Dredged
    a. What is the chemical composition of the material to be dredged? Does the substrate contain more pollutants relative to known clean bay sediments of similar composition? Attach Lab Reports and Analyses.

    Please refer to subsection 4.3.1.1.3 Sediment (page 4-16) under section 4.3.1.1 Offshore Export Cable Corridors, Appendix E October 2017 Sediment Sample Results, and Appendix F October 2023 Sediment Sample Analysis for information regarding pollutants within sediments. These results include assessments on the presence of semi-volatile organics, metals, mercury, dioxins, furans, and per- and polyfluoroalkyl substances.

    b. What is the physical composition of the substrate? State percent of sand, gravel, mud, silt. Does it contain shell fragments?

    Please refer to Appendix F October 2023 Sediment Sample Analysis Section 4.1 (page 4-1) for information regarding the physical composition of the substrate. Composite Area 1 contains the proposed dredging areas. The composition of the sediment consisted of 50% clay, 40.6% silt, and 9.4% sand.

7) Characterize the Underlying Substrate to be Exposed by the Project
    b. Project the expected turbidity levels and area of effect (extent of plume) based on the percent of silt, sand, and gravel in the dredged material.

    The maximum mass loss rate for dredging would be 7,560 kg, in comparison to 64,000 kg during cable installation (nine times higher). The suspended sediment due to dredging is expected to be significantly lower than during cable installation, with a smaller extent and duration. Please refer to Appendix G of the attached narrative for more information.

8) Characterize the Biological Community in the Area to be Dredged
    a. Characterize how the area is utilized by shellfish and finfish and potential temporary and/or permanent impacts to these species.

    Please refer to Sections 4.5.2.1 Benthic Resources - Impacts -Construction - subsection "Habitat Alteration" for temporary and permanent impacts to shellfish under habitat alterations (page 4-44 through 4-45) and 4.6.2.1 Finfish and Essential Fish Habitat - Impacts - Construction - subsection "Habitat Alteration" (page 4-62 through 4-63) for finfish in the attached application narrative. Indian River Bay serves as habitat for various shellfish species (including hard clams, blue mussels, tellin clams) and finfish (i.e., bay anchovy, striped bass, weakfish, summer flounder) (section 4-41 through 4-43 and Finfish pages 4-62 through 4-63, respectively). Some species (weakfish and silver perch) spawn in the Inland Bays, which include Indian River Bay.

    Vegetated areas are considered habitat areas of particular concern for summer flounder, although no areas with submerged aquatic vegetation are proposed for

dredging. Please refer to section 4.6.1.2 Demersal Fishes (page 4-55) “Based on the 2022 Indian River Bay surveys, no SAV was observed within Onshore Export Cable Corridor 1, either at sample locations or during transit.” Although individuals in the path of the dredge would likely experience mortality, impacts to shellfish and finfish are expected to be temporary and spatially limited. Additional information can be found in Appendix H12 Onshore Export Cable Corridors Benthic Report and Appendix H13 Information to Support Essential Fish Habitat Assessment.

US Wind minimized dredging planned in Indian River Bay to avoid new dredging in the southern portion of Indian River Bay, an area specifically identified by DNREC as potentially biologically productive areas. The dredging proposed would occur in the immediate vicinity of areas previously dredged and areas of interest for future dredging by USACE and/or DNREC.

b. Identify the practices proposed to reduce impacts to aquatic species and the potential for degradation of water quality (turbidity curtain, time of year restrictions, etc.). Dredging in Delaware waters may be subject to certain time of year restrictions in order to protect fish and wildlife.

Please refer to Section 4.3.3 Water Quality – Avoidance & Minimization (page 4-27 through 4-28), Section 4.5.3 Benthic Resources – Avoidance & Minimization (page 4-4-49), and Section 4.6.3 Finfish and Essential Fish Habitat - Avoidance & Minimization (page 4-68 through 4-70). Turbidity monitoring will be conducted during construction as required by the permitting authorities (see section 2.1.3.3 Onshore Export Cables, subsection on Turbidity Monitoring [page 2-26]). US Wind will conduct total suspended solids and water quality monitoring during cable installation activities and post installation as needed. US Wind will implement time of year restrictions based on feedback from DNREC. Please refer to Section 1.8 Avoidance and Minimization Summary (pages 1-25 through 1-40).

c. What are the major benthic (bottom dwelling) species found at the area to be dredged?

Please refer to Section 4.5.1.3 Benthic Resources - Description of Affected Area – Onshore Export Cable South Corridor (page 4-40 through 4-47) in the attached application narrative and Appendix H12 Onshore Export Cable Corridors Benthic Report. Polychaetes, mollusks and crustaceans were the three most abundant benthic species found within the survey areas of Indian River Bay.

d. Characterize the subaquatic vegetation and other vegetation at or near the project site.

No submerged aquatic vegetation has been identified in areas proposed for dredging. Please refer to section 4.6.1.2 Demersal Fishes (page 4-55) “Based on the 2022 Indian River Bay surveys, no SAV was observed within Onshore Export Cable Corridor 1, either at sample locations or during transit.”

9) Characterize the Existing Water Quality
    a. Determine the classification of the stream according to state water quality criteria. Will the dredging project cause violations of the water quality criteria? Will designated water uses be affected?

    Please refer to Section 4.3.1.2 Onshore Export Cable South Corridor (page 4-16). Indian River is classified as Industrial Water Supply; Primary and Secondary Contact Recreation; Fish, Aquatic Life and Wildlife; and ERES Waters. Turbidity, total suspended solids, and water quality monitoring would occur during dredging and cable installation activities as required by permitting authorities to avoid impacts to environmental resources. Dredging and other construction would occur outside of the summer recreation season to avoid impacts to recreational users. Due to the avoidance and minimization measures in place, the dredging project will not violate the water quality criteria.

    b. Determine levels of dissolved oxygen (D.O.) in and around the project area. Measure D.O. at the water/substrate interface during worst case conditions (i.e. summer morning).

    Please refer to Section 4.3.1.2.1 Water Quality - Onshore Export Cable South Corridor - Salinity, Temperature and Dissolved Oxygen (page 4-17) in the attached application narrative for information regarding dissolved oxygen. Dissolved oxygen levels in Indian River Bay range from 5.0 - 13 mg/L in the spring and from to 3.5 - 8.9 mg/L in the summer, which is typically when dissolved oxygen drops to its lowest levels (DNREC 2023b; DEMAC et al. 2017).

10) Impact to the Bottom Contours of the Bay or Creek
    c. Describe the impact to sediment transportation along the shoreline and the potential for depriving adjacent shorelines of sediment?

    The suspended sediment due to dredging is expected to be significantly lower than during cable installation, with a smaller extent and duration. No impacts to sediment transportation along the shoreline are anticipated. Please refer to Appendix G of the attached narrative for more information.

11) Impact to Surrounding Lands
    b. What are the existing land uses along this bank(s)?

    The existing land uses along the northern bank on the vicinity of the dredging areas include mixed residential; single and multi-family dwellings; recreational; and farms, pastures, and cropland. The southern bank is mostly undeveloped, consisting of emergent wetlands, evergreen forest, and mixed forest. Please refer to the site photographs included as part of Appendix S and Figure 4.9-1 in Section 4.9.1 (page 4-88) of the attached narrative.

c. What is the shoreline composition adjacent to the proposed dredging and the areas immediately up and downstream (wetland, vegetated bank, rip-rap, bulkhead eroding bank)?

The shoreline composition in the vicinity of the dredging areas is variable. The northern shoreline is developed and consists predominantly of bulkheads, with beaches, wetlands, and vegetated banks also present. The southern shoreline is predominantly undeveloped, consisting of beaches, wetlands, and vegetated banks.

12) What measures will be taken during the dredging operation to minimize environmental impact?

Environmental impacts of dredging will be minimized by observing time of year restrictions (refer to Section 1.8 Avoidance and Minimization pages 1-25 through 1-40) provided by DNREC Fish & Wildlife, use of turbidity monitoring (see section 2.1.3.3 Onshore Export Cables, subsection on Turbidity Monitoring [page 2-26]). use of turbidity curtains, use of hydraulic rather than mechanical dredging (refer to Section 2.1.3.3 Onshore Export Cables – subsection Dredging within Indian River Bay - page 2-21 through 2-22), and the optimization of the cable installation methods to reduce the areal extent of dredging to as small as practicable (refer to Section 2.1.3.3 Onshore Export Cables – subsection Dredging within Indian River Bay - page 2-21 through 2-22).

Considerations for Disposal of Dredged Materials

13) What are your plans for disposing of dredged material (i.e., upland disposal, wetland creation, island creation, etc.)? What alternatives have you considered?

Please refer to Section 2.1.3.3 (page 2-16) Onshore Export Cables subsection Dredging within Indian River Bay in the attached application narrative. US Wind proposes to use an upland facility for disposal of dredged material. US Wind considered the potential for beneficial reuse for improvements at degraded wetlands in Indian River Bay, however, sufficient information to support approval for such projects is not currently available. US Wind will continue to evaluate the opportunity for beneficial reuse of dredged material at the wetlands around the US Wind Substations site, potentially for use by DNREC or USACE related to future dredging projects. US Wind is not applying for approval of beneficial reuse of dredged material.

15) Describe the characteristics and location of the proposed dredged material disposal site? What is the present use of the disposal site? Please identify both temporary dewatering/stockpiling areas as well as the permanent disposal area and pipeline route if applicable.

The proposed dewatering area is located on the US Wind Substations property, which is zoned HI-I (Heavy Industrial District) and lies within the Industrial Area Future Land Use Classification established by the most recent Sussex County Comprehensive Plan. The temporary pipeline route from the dredging locations to the dewatering site, and the temporary water return from the dewatering location to Indian River, would be routed as

shown in Figure 2.1-18 of the narrative (Section 2.1.3.3, page 2-24). See Section 2.1.3.3 (page 2-23 through 2-26) for additional detail about proposed disposal process and location for dredged material.

The proposed disposal site is the Jones Crossroads Landfill. The site is permitted to accept non-hazardous industrial wastes or sludges, oil spill debris, or other related wastes not in the municipal solid waste stream. An acceptance letter from the Delaware Solid Waste Authority is included in Appendix A as part of the materials attached with Appendix S New Dredging Projects.

16) Characteristics of the Dredged Material

1. Based on sediment analysis required or other known factors, does the material contain any contaminants?

   Please refer to Section 4.3.1.2.3 - Sediment subsection (page 4-19 through 4-20) for information regarding sediment contaminants and Appendix E October 2017 Sediment Sample Results in the attached application narrative. Physical and chemical analysis of sediment per DNREC parameters sent on June 9, 2023, was conducted. See Appendix F of the application narrative for sediment sampling results from the October 2023 sampling. Composite Area 1 exceeded the HSCA Soil Screening Level for thallium; the HSCA Ecological Marine Sediment Screening Level for 2- Methylnaphthalene, naphthalene; and the HSCA Ecological Surface Soil Screening Level for mercury, selenium, zinc, and total 2,3,7,8-TCDD Equivalent for mammals (ND = 1/2 MDL).

   a. What is the bulking factor of the material (e.g., how much will material increase in volume during dredging and disposal operation based on material composition, material water holding capacity and dredging method)?

      Bulking factor is not applicable, as the dredged material would be passively dewatered and disposed of in an upland disposal facility.

   b. What is the settling rate of the dredged material?

      The dredged material would take approximately 30-60 days to dewater, depending on the grain size and the dewatering polymers selected during dewatering operations. See Section 2.1.3.3 (page 2-23 through 2-26) for additional detail about proposed disposal process and location for dredged material.

   c. What is the mounding ability of the material being disposed of?

      Mounding ability is not applicable, because the dredged material would be passively dewatered and disposed of in an upland disposal facility.

18) Considerations for Upland Disposal

   a. What is the distance from the dredging operation to the proposed site of disposal?

The distance from the dewatering site and the farthest proposed location of dredging is approximately 4.5 miles. The disposal site at the Jones Crossroads Landfill is approximately 13 miles from the dewatering site. Please reference section 2.1.3.3 Onshore Export Cables – subsection Dredging within Indian River Bay (page 2-21 through 2-22) in the attached application narrative.

b. What method of disposal is to be utilized (i.e., pipeline discharge, barge, hopper, etc.)?

Dredged material would be piped via temporary dredge pipeline to a dewatering staging area at the US Wind Substations. Please refer to Section 2.1.3.3 (page 2-21 through 2-22) Onshore Export Cables subsection Dredging within Indian River Bay in the attached application narrative.

c. Describe the proposed method of containment for the dredged material.

Dredged material would be passively dewatered using geobags at the US Wind substation location. Please refer to Figure 2.1-18 (page 2-24) in Section 2.1.3.3 Onshore Export Cables subsection Dredging within Indian River Bay in the attached application narrative.

d. How much acreage is required for the quantity of material being disposed of?

Approximately 5-6 acres would be needed for dewatering operations. See Section 2.1.3.3 (page 2-23 to 2-24) for additional detail about proposed disposal process and location for dredged material; Figure 2.1-19 and Figure 2.1-20 (page 2-25 and 2-26) show the proposed dewatering sites for Campaign 1 and Campaign 2, respectively.

e. Provide an engineering drawing of the proposed disposal facility. Include dimensions of the sediment to be contained in this dredging event. (Length, width, depth).

Figure 2.1-19 and Figure 2.1-20 in Section 2.1.3.3 (page 2-25 and 2-26) includes drawings and dimensions for the proposed dewatering sites related to Campaign 1 and Campaign 2.

f. What measures will be taken to reduce potential environmental impact?

Dewatering would be achieved by a passive method using large geobags which would allow dredged material to dewater over approximately 30-60 days prior to removal and placed into dump trucks. Perimeter controls, including erosion and sediment controls, would be used during dewatering to prevent runoff into Indian River Bay during dewatering. See Section 2.1.3.3 (page 2-21 to 2-26) of the narrative.

g. What is estimated life of the dredge spoil disposal site?

The dredged material would take approximately 30-60 days to dewater, depending on the grain size and the dewatering polymers selected during dewatering operations. See Section 2.1.3.3 (page 2-23 through 2-24) for additional detail about proposed disposal process and location for dredged material.

h. Are there any wells within 300 feet of the disposal site? If yes, show location of adjacent wells on disposal area plan.

There are no wells located within 300 ft of the proposed dewatering sites.

20) Sampling Plan for New Dredging Projects

US Wind conducted physical and chemical analysis in advance of submitting this application as authorized by DNREC in Wetlands and Subaqueous Lands Permit LA-138/22(A1). A sampling and analysis plan was provided with the application materials on September 7, 2023, and approved by DNREC on September 22, 2023. The results of field work and laboratory analysis are provided as Appendix F: Indian River and Indian River Bay Surface Water and Sediment Assessment. A summary discussion of the testing and analysis is provided in Section 4.3.1.2.3 (pages 4-21).

Biological sampling was conducted in August 2022 as authorized by DNREC in Wetlands and Subaqueous Lands Permit LA-138/22. The results of biological sampling are included as Appendix H12. The same report was made available to the public in September 2023 as an appendix to US Wind's Construction and Operations Plan (https://www.boem.gov/renewable-energy/state-activities/app-ii-d5-onshore-export-cable-corridors-benthic-report).

1. Physical and Chemical Analysis of Sediment
    a. Particle size distribution and percent solids analysis on core samples taken to depth of proposed dredging.

    Please refer to Appendix F October 2023 Sediment Sample Analysis Section 4.1 (page 4-1) for information regarding the physical composition of the substrate. Composite Area 1 is representative of the proposed dredging areas. The composition of the sediment consisted of 50% clay, 40.6% silt, and 9.4% sand.

    b. Bulk sediment analysis (mg/lg) core samples taken to depth of proposed dredging for parameters as determined by the Department.

    Please refer to Appendix F: Indian River and Indian River Bay Surface Water and Sediment Assessment.

    c. Elutriate analysis (mg/l) on core samples taken to depth of proposal dredging for parameters as determined by the Department. Dredge site water should be used for the dilution water.

    Please refer to Appendix F: Indian River and Indian River Bay Surface Water and Sediment Assessment. DNREC provided a list of parameters (including contaminants, physical characteristics, and nutrients) on June 9, 2023.

d. Surface water analysis (mg/l) on one composite sample from the dredging area for parameters as determined by the Department.

Please refer to Appendix F: Indian River and Indian River Bay Surface Water and Sediment Assessment. DNREC provided a list of parameters (including contaminants, physical characteristics, and nutrients) on June 9, 2023.

2. Biological Sampling
   a. Benthic Invertebrate survey based on minimum of three surface grab samples or benthic dredge. Organisms should be identified to genus-level species where possible.

   Please refer to Appendix H12 Onshore Export Cable Corridors Benthic Report which describes results from 35 benthic grab samples. Section 4.5.1.3 (pages 4-41) in the attached application narrative summarizes field work conducted.

   b. Description of emergent and submerged vegetation in or adjacent to the proposed dredging area

   No SAV or emergent vegetation in the areas of proposed dredging. Please refer to section 4.6.1.2 Demersal Fishes (page 4-55) “Based on the 2022 Indian River Bay surveys, no SAV was observed within Onshore Export Cable Corridor 1, either at sample locations or during transit.”

Dredging Area Site Photographs

For Appendix S New Dredging Projects, Section 4b

Photographs of Dredging Area

Upland Site Disposal Facility Acknowledgement Letter

DELAWARE SOLID WASTE AUTHORITY

Richard P. Watson P.E., BCEE
Chief Executive Officer

Robin M. Roddy P.E., BCEE
Chief Operating Officer

March 12, 2024

Via email to: MAWelling@mccormicktaylor.com

Ms. Megan Welling
Manager, Environmental - Energy Services
McCormick Taylor
1501 South Clinton Street, Suite 1150
Baltimore, MD 21224

Re: SSWMC - DSWA Policy on Special Solid Wastes

Dear Ms. Welling:

The Delaware Solid Waste Authority (DSWA) owns and operates the Southern Solid Waste Management Center (SSWMC) located at 28560 Landfill Lane, Georgetown, DE 19947. It is operated under a sanitary landfill permit issued by the Delaware Natural Resources and Environmental Control, Permit SW-00/01 and currently has over 74,000 cubic yards of remaining capacity.

Per Permit SW-00/01, the SSWMC is permitted to accept non-hazardous industrial wastes or sludges, oil spill debris, or other related wastes not included in the municipal solid waste stream which have been accepted in accordance with the *Delaware Solid Waste Authority Policy on Special Solid Wastes*, adopted by the Board of Directors on December 7, 1995, and revised on June 25, 2020 (enclosed). The policy describes the minimum sampling and testing requirements that must be included in the Special Waste Application. The policy also states that DSWA reserves the right to accept or reject the Special Solid Waste regardless of whether the above requirements are met. Consideration and approval will be made on a case-by-case basis.

If you have any questions, please feel free to contact me at (302) 875-3448.

Sincerely,

Justin W. Wagner, P.E., BCEE
Senior Facility Manager

Enclosure

cc: Jason M. Munyan, P.E., BCEE
Alison Kiliszek (DNREC)

ssw24.015

Policy Adopted 12/07/95
Revised Adopted 1/22/03
Revised Adopted 10/27/05
Revised Adopted 6/25/20

DELAWARE SOLID WASTE AUTHORITY

POLICY ON

SPECIAL SOLID WASTE

All Generators of Special Solid Wastes* in Delaware who wish to dispose their Special Solid Waste at a Delaware Solid Waste Authority (DSWA) facility shall meet the requirements of this policy.

1. Generators shall not deliver and DSWA will not approve disposal of any waste from a Federal Superfund site.

2. Generators shall not deliver and DSWA will not approve disposal of any Special Solid Waste that is hazardous excepting household hazardous waste.

3. Generators shall not deliver and DSWA will not approve disposal of any Special Solid Waste, which is strictly prohibited by any applicable law, regulation, or permit.

4. Generators may deliver and DSWA will approve disposal of NON-HAZARDOUS solid waste from State of Delaware Hazardous Substance Cleanup Act (HSCA) sites in accordance with the most recent Memorandum of Agreement between DSWA and DNREC.

5. Generators may deliver and DSWA will approve disposal of Asbestos-Containing Material in accordance with the most current revision of the Asbestos Policy and Procedures adopted and signed by the Delaware Solid Waste Authority and the Department Natural Resources and Environmental Control.

6. Generators shall request, in writing, approval for disposal of the Special Solid Waste and shall provide, at a minimum, the following information in this order:

    a. The location of the Special Solid Waste generation site

    b. A description of the Special Solid Waste

    c. A statement that the waste is not from a Federal Superfund Site

    d. A statement that the waste is also not hazardous as provided herein

    e. A description of how and where a representative sample(s) of the Special Solid Waste was taken

    f. A copy of all required test results as further described in this policy below

Special Solid Wastes are defined by the Department of Natural Resources and Environmental Control's Regulations Governing Solid Waste as "...those wastes that require extraordinary management. They include, but are not limited to, abandoned automobiles, white goods, used tires, waste oil, sludges, dead animals, agricultural and industrial wastes, infectious waste, municipal ash, septic tank pumpings, and sewage residues."

g. Documentation that the laboratory is duly certified to perform the required environmental analysis

h. An estimate of the total quantity of Special Solid Waste to be disposed of (in tons)

i. A proposed delivery schedule for the Special Solid Waste disposal (tons per day) and frequency (days per week, month, and year)

7. At his own expense, the Generator shall arrange to have the sampling, testing, and reporting completed in accordance with the conditions and requirements of this Special Solid Waste Policy and as directed by DSWA.

8. All sampling and testing shall be done in accordance with the most recent version of U.S. EPA Test Methods for Evaluating Solid Waste, SW-846 or, as approved by DSWA, the Generator may use knowledge based on the materials and processes used to make a hazardous waste determination as afforded by Delaware's *Regulations Governing Hazardous Waste* (DRGHW). Testing must be performed by a duly certified laboratory.

9. A representative sample of the Special Solid Waste shall be subjected to the following testing:

   a. The Toxicity Characteristic Leaching Procedure (TCLP). The resulting leachate must be tested for the TCLP constituents listed in SW-846 or others required by DSWA. No constituent can exceed its respective regulatory level to obtain approval for disposal. The Special Solid Waste must be determined to be non-toxic in accordance with DRGHW Section 261.24

   b. Ignitibility - The Special Solid Waste must be determined to be non-ignitable in accordance with DRGHW Section 261.21.

   c. Corrosivity - The Special Solid Waste must be determined to be non-corrosive in accordance with DRGHW Section 261.22.

   d. Reactivity - The Special Solid Waste must be determined to be non-reactive in accordance with DRGHW Section 261.23.

   e. Sulfate – The Special Solid Waste must be tested to determine sulfate concentration by EPA Method 300 or SW-846 Method 9056.

   f. Polychlorinated biphenyls (PCBs) - The Special Solid Waste must have a concentration of PCBs less than 50.0 mg/kg. Generators of Special Solid Waste containing detectable PCB levels below 50 mg/kg shall certify in writing that the resulting PCB concentration is not the result of dilution, or leaks and spills of PCBs in concentrations of 50 mg/kg or greater.

   g. Solids Content - The Special Solid Waste must be a minimum of 20% solids by weight and not contain free liquids (as determined by the Paint Filter Liquids Test (SW-846)).

10. At DSWA's request the Generator shall provide DSWA with split samples of the Special Solid Wastes. DSWA or its designated representative shall be allowed to be present when such split samples are taken.

11. DSWA, at its sole discretion, reserves the right to require additional testing of the Special Solid Waste at the Generator's expense or may, at its sole discretion, waive certain testing or other requirements.

12. DSWA reserves the right to accept or reject the Special Solid Waste regardless of whether the above requirements are met. Consideration and approval will be made on a case-by-case basis. Approval/denials shall be issued by DSWA in letter form.

13. For all approved Special Solid Wastes that will be disposed of on a continuous basis, the Generator shall follow the sampling, analysis, and reporting requirements established by the DSWA for their Special Solid Waste. At a minimum, the Generator shall sample and analyze their Special Solid Waste in the manner described in this Special Solid Waste Policy at least once annually. In addition, the generator shall notify the DSWA immediately and request a new Special Solid Waste approval whenever changes to materials or processes result in a change to the waste characteristics of the Special Solid Waste.

14. Generators of approved Special Solid Wastes shall be responsible for ensuring that each delivery of their Special Solid Waste to the designated DSWA facility be accompanied by a copy of DSWA's approval letter.

15. DSWA, at its sole discretion, for any reason whatsoever, reserves the right to withdraw approval given to a Generator of Special Solid Waste.

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Deed for US Wind Substation Site

Electronically Recorded Document# 2023000044301 BK: 6027 PG: 214
Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
Consideration: $20,000,000.00 County/Town: $300,000.00 State: $500,000.00 Total: $800,000.00
Doc Surcharge Paid Town: SUSSEX COUNTY

Tax Parcel No. 233-2.00-2.01

Prepared By and Return To:
Wendie C. Stabler, Esquire
Saul Ewing LLP
1201 N. Market Street, Suite 2300
Wilmington, DE 19801

DEED

THIS DEED IS MADE THIS 19TH DAY OF **DECEMBER, 2023**

BETWEEN **INDIAN RIVER POWER LLC, a Delaware limited liability company** ("Grantor")

AND

RENEWABLE REDEVELOPMENT LLC, a Delaware limited liability company ("Grantee")

WITNESSETH, that Grantor, for and in consideration of the sum of **TEN DOLLARS ($10.00)** in lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto Grantee, in fee simple all of the following described property (the "Property"):

ALL that certain lot, piece or parcel of land situate in Sussex County and State of Delaware, being more particularly bounded and described on Exhibit "A" attached hereto.

SUBJECT TO AND TOGETHER WITH THE BENEFIT OF ALL covenants, conditions, restrictions, plans and easements of record with respect to the Property, this reference to which shall not be construed to reimpose any such covenants, conditions, restrictions, plans and easements which have otherwise lapsed, expired or have otherwise been terminated in accordance with their terms or otherwise, as applicable.

BEING a portion of the same lands and premises which Delmarva Power & Light Company, a Delaware and Virginia corporation, by Deed dated June 22, 2001, of record in the Office of the Recorder of Deeds, in and for Sussex County and State of Delaware in Deed Book 2603, Page 57, granted and conveyed unto Indian River Power LLC, a Delaware limited liability company, in fee. Notwithstanding anything set forth herein, Grantor makes no representation or warranty of title with respect to lands acquired by accretion or reliction since the date Grantor purchased the Property.

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Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
Doc Surcharge Paid

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be duly executed under seal the day and year first above written.

Indian River Power LLC

Witness

By: _____ (SEAL)
Name: Judith Lagano
Title: President

STATE OF Texas :
:ss.
COUNTY OF Harris :

BE IT REMEMBERED, that on this 18th day of December, 2023, personally came before me, a Notary Public for the State and County aforesaid, Judith Lagano, President of Indian River Power LLC, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed and the act and deed of said company.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

GWENDOLYN L HINTON
Notary ID #129259540
My Commission Expires
October 5, 2025

_____
Notary Public
Name typed:
My commission expires:

Grantee's Address:
401 E. Pratt Street, Suite 1810
Baltimore, MD 21202

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Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
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Exhibit "A"

ALL that certain piece or tract of land situate in Dagsboro Hundred, Sussex County, State of Delaware, said land being "Proposed Lot 1" as designated and shown on the Administrative Subdivision Plan for Renewable Redevelopment, LLC prepared by Landmark Science & Engineering dated April 18, 2023, last revised September 11, 2023 and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Plot Book 414, Page 74, and being assigned Sussex County Tax Parcel 233-2.00-2.01, and being described as follows, to wit:

BEGINNING at a Concrete Monument Found (CMF) on the northwesterly side of Gate A Road, said CMF, being the southeasterly corner for the herein described parcel and being located the following five (5) courses and distances along the northwesterly side of Gate A Road from the intersection of the northwesterly side of Gate A Road with the Northeasterly side of Iron Branch Road:

1. N 43° 13' 02" E, 1061.34' to CMF;

2. N 43° 11' 24" E, 2917.18' to a CMF;

3. N 00° 34' 55" W, 427.17' to a point;

4. S 71° 24' 32" E, 324.76' to a point; and,

5. N 43° 22' 56" E, 80.35' to a CMF located at the point of Beginning.as shown on the Administrative Subdivision Plan for Renewable Development, LLC.

THENCE from the said point of beginning along lands now or formerly of R & R Dickerson, LP (Tax Parcel No. 233-6.00-8.00) N 61° 36' 00" W, 706.02' to a CMF;

THENCE along lands now or formerly of R & R Dickerson, LP (Tax Parcel No. 233-6.00-8.00) and lands now or formerly of Kevin Eugene Gantz (Tax Parcel No. 233-6.00-189.00) S 82° 30' 07" W, 1,265.12' to a point;

THENCE along the mean low waterline of Indian River in an easterly direction 6,242'+/- to a point.

THENCE along lands now or formerly of Indian River Power, LLC (Tax Parcel No. 233-2.00-2.00 – Part of Track "A") the following two (2) courses and distances:

1. S 64° 05' 07" W, 1,062.13' to a point; and,

2. S 41° 19' 42" W, 196.16' to a point.

THENCE along DP&L Indian River Substation the following three (3) courses and distances:

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1. N 46° 46' 56" W, 499.84' to a Capped Iron Pipe Found (CIPF);

2. S 43° 13' 00" W, 505.75' to a CIPF; and,

3. S 46° 46' 56" E, 500.04' to a CIPF.

THENCE along lands now or formerly of Indian River Power, LLC (Tax Parcel No. 233-2.00-2.00 – Part of Tract "A") the following two (2) courses and distances:

1. S 43° 11' 38" W, 1,051.58' to a point; and,

2. N 61° 36' 00" W, 152.09' to the first mentioned point and place of beginning.

CONTAINING within said metes and bounds 140.25+/- acres.

Expanded Main Substation Easement

Electronically Recorded Document# 2023000044302 BK: 6027 PG: 218
Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
Consideration: $2,000,000.00 County/Town: $30,000.00 State: $50,000.00 Total: $80,000.00
Doc Surcharge Paid Town: SUSSEX COUNTY

Tax Parcel No.: 233-2.00-2.01

Prepared By and Return To:
Wendie C. Stabler, Esquire
Saul Ewing LLP
P.O. Box 1266
Wilmington, DE 19899

EXPANDED MAIN SUBSTATION EASEMENT AND ACKNOWLEDGMENT AND AFFIRMATION OF EXISTING TRANSMISSION EASEMENT AND LICENSE AGREEMENT

BETWEEN

RENEWABLE REDEVELOPMENT LLC
GRANTOR

AND

DELMARVA POWER & LIGHT COMPANY
GRANTEE

DATED December 19**, 2023**

Document# 2023000044302 BK: 6027 PG: 219
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EXPANDED MAIN SUBSTATION EASEMENT AND ACKNOWLEDGMENT AND AFFIRMATION OF EXISTING TRANSMISSION EASEMENT AND LICENSE AGREEMENT

THIS EXPANDED MAIN SUBSTATION EASEMENT AND ACKNOWLEDGMENT AND AFFIRMATION OF EXISTING TRANSMISSION EASEMENT AND LICENSE AGREEMENT (this "Agreement") is dated as of December 19, 2023, and is entered into by and between RENEWABLE REDEVELOPMENT LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Grantor") and having an office for the transaction of business at 401 East Pratt Street, Suite 1810, Baltimore, MD 21202, and DELMARVA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Delaware and the Commonwealth of Virginia ("Grantee") and having an office for the transaction of business at 2530 N. Salisbury Blvd., Salisbury, Maryland 21801. Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as "Parties".

BACKGROUND

WHEREAS, Grantee and NRG Energy, Inc., a Delaware corporation ("NRG"), entered into that certain Purchase and Sale Agreement (the "Indian River PSA") dated as of January 18, 2000 for the sale to NRG of Grantee's fossil-fired generating facility known as the Indian River Generating Station and associated assets and liabilities (collectively, the "Station"). NRG assigned its interest in the Indian River PSA, as it pertains to the Station, to Indian River Power LLC, a Delaware limited liability company ("Indian River Power");

WHEREAS, as part of the transactions set forth in the Indian River PSA, Grantee sold to Indian River Power the real property, tangible personal property and related assets, liabilities, rights and obligations comprising the Station, all as more specifically set forth in the Indian River PSA;

WHEREAS, following the conveyances contemplated by the Indian River PSA, Grantee continued to own certain Excluded Assets (as defined in the Indian River PSA) at the Station which Grantee Uses in the normal conduct of its business of transmitting and distributing electricity and providing communications services. Indian River Power, in turn, owns certain personal property situated on or attached to certain of the Excluded Assets, which property Indian River Power Uses in the normal conduct of its business of generating electricity;

WHEREAS, Indian River Power and Grantee entered into an Easement and License Agreement dated June 22, 2001 and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Deed Book 2603, Page 77 (the "Initial ELA"), as amended by Addendum to Easement and License Agreement dated March 29, 2005 and recorded in the Office aforesaid in Deed Book 3149, Page 75 (the "ELA Addendum") (the Initial ELA and the ELA Addendum are collectively referred to herein as the "ELA"), which reserved unto Grantee certain rights and obligations with respect to the property conveyed pursuant to the Indian River PSA, as more fully set forth in the ELA;

WHEREAS, pursuant to the ELA, Grantee reserved certain easements, including, but not limited to, the Main Substation Easement "1" as more fully described on Exhibit E, Part 1 of the ELA Addendum (the "Main Substation Easement "1""), and the Transmission Facilities Easement "1" as more fully described on Exhibit F of the ELA Addendum (the "Transmission Easement");

WHEREAS, pursuant to the ELA Addendum, Grantee extended the Main Substation Easement Area (as defined in the ELA) to include an Additional Main Substation Easement as more fully described on Exhibit E, Part 2 of the ELA Addendum (the "Additional Main Substation Easement") (the Main Substation Easement "1" and the Additional Main Substation Easement are collectively referred to herein as the "Main Substation Easement");

WHEREAS, in accordance with Section 2.9 of the ELA, Grantee was granted certain option rights with respect to the Land as more fully set forth therein (the "Option Rights");

WHEREAS, Indian River Power and Grantor (an affiliate of US Wind Inc.) entered into that certain Agreement of Sale, dated as of October 26, 2022 for the sale to Grantor of approximately one hundred forty (140) acres of unimproved land located in Sussex County, Delaware which has since been subdivided into Tax Parcel No. 233-2.00-2.01 (the "US Wind Property") (more fully described in Exhibit A hereto), which constitutes a portion of the approximately 523.1 total acres formerly comprising Tax Parcel No. 233-2.00-2.00 prior to such subdivision (the "Land"), which is a portion of the property originally conveyed by Grantee to Indian River Power pursuant to the Indian River PSA;

WHEREAS, a portion of the Transmission Easement is partially located on the US Wind Property as shown on Exhibit A-1 attached hereto;

WHEREAS, the Main Substation Easement is located predominantly outside the US Wind Property, but adjacent thereto, with a small triangular piece being located on the US Wind Property and being subsumed within the Expanded Main Substation Easement Area (as defined herein) as shown on Exhibit B attached hereto;

WHEREAS, in accordance with Section 2.9(d) of the ELA, in connection with the proposed sale of the US Wind Property, Indian River Power provided Grantee with a written Notice of Intention to Sell, dated November 23, 2022 (the "Sale Notice"), indicating its intention to (i) sell the US Wind Property and (ii) grant an access easement over a portion of the Land;

WHEREAS, pursuant to a letter dated December 20, 2022 in response to the Sale Notice, Grantee exercised its Option Rights contained in Section 2.9(d) of the ELA and subsequently elected to acquire an easement, but declined to purchase the entirety of the US Wind Property (the "Delmarva Exercise"), and has also agreed to promptly execute a termination, release and extinguishment of the US Wind Property from the terms of the ELA, subject, however, to an agreement to substitute in lieu thereof this Agreement for the Expanded Main Substation Easement Area more fully described and shown on Exhibit B attached hereto (the "Expanded Main Substation Easement Area") and the existing Transmission Easement also shown and labeled on Exhibit B attached hereto;

WHEREAS, Grantor and Grantee acknowledge that it is in their mutual best interests to extinguish and terminate the ELA with respect to the US Wind Property (the "Termination") and to enter into this Agreement in lieu thereof;

WHEREAS, it is further the intention of the Parties that, notwithstanding the Termination, the existing Transmission Easement is acknowledged, affirmed and reimposed on the US Wind Property hereby; and

WHEREAS, this Agreement sets forth certain rights agreed upon between Grantor and Grantee in connection with the Delmarva Exercise.

AGREEMENT

NOW THEREFORE, the Parties hereto, in consideration of the mutual covenants contained herein, and for TWO MILLION DOLLARS ($2,000,000.00) and other good and valuable consideration to be paid by Grantee to Grantor on the Effective Date, the receipt whereof and sufficiency of which are hereby acknowledged, each intending to be legally bound and to bind their respective successors and assigns, hereby mutually agree as follows:

ARTICLE 1 - Definitions

Definitions in this Agreement. As used in this Agreement in addition to terms defined in this Agreement and/or defined in the heading and Background sections of this Agreement:

(a) "Access" shall mean, subject to the conditions set forth in this Agreement and a Party's right to impose reasonable security and safety restrictions protecting its officers, employees, agents, consultants, contractors, subcontractors, invitees, property, and confidential information, full and unimpeded access, in common with the Grantor over and through existing roads, paths, walkways, corridors, hallways, doorways, and other means of entry or exit, as exist now and from time to time on the Grantor's property or, where no means of access exist, over and through those areas of the Grantor's property or improvements which are (i) reasonably necessary for achieving the Grantee's underlying purposes, and (ii) least likely, out of the alternatives reasonably available, to impede or damage the property or operation of the Grantor. Access shall also include access and right-of- way for the Grantee's employees, agents, consultants, contractors, subcontractors, vehicles, trucks, trailers, heavy machinery, equipment, materials, and all other items reasonably necessary for achieving the Grantee's underlying purposes.

(b) "Affiliate" shall mean with respect to a corporation, partnership, or other entity, each other corporation, partnership, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership, or other entity.

(c) "Agreement" shall mean this Expanded Main Substation Easement and Acknowledgment and Affirmation of Existing Transmission Easement and License Agreement.

(d) "CERCLA" shall mean the Federal Comprehensive Environmental Response, Compensation, and Liability Act, as amended,

(e) "Communication Facilities" shall mean wires, cables, fiber optic cables, devices, poles, lines of poles, switches, microwave towers and dishes, antennae, trailer, huts and other related equipment, facilities, and appurtenances, including all replacements thereto, now located on the US Wind Property or hereafter installed or caused to be installed by Grantee or its Affiliates on the Expanded Main Substation Easement Area, both above-ground and underground, and which are utilized for the transmission of telecommunications of any kind in the normal conduct of the Grantee's Business, including radio, telephone, television, computer data and any other communications, data and/or information of any kind.

(f) "Distribution Facilities" shall mean towers, lines of towers, poles, lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, ducts, conduits, cables, anchors, lightning protective wires and all related above-ground and underground facilities, appurtenances, and equipment, including all additions, replacements, and expansions thereto, now located on the US Wind Property or hereafter installed or caused to be installed by Grantee or its Affiliates on the Expanded Main Substation Easement Area for the Distribution of Electric Current. Distribution Facilities do not include Transmission Facilities.

(g) "Distribution of Electric Current" means local transmission and distribution of electricity to end users in Grantee's service area.

(h) "Environmental Laws" shall mean all applicable Federal, state and local, provincial and foreign, civil and criminal laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders relating to pollution or protection of the environment, natural resources or human health and safety, including laws relating to Releases or threatened Releases of Hazardous Substances (including Releases to ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Substances. "Environmental Laws" include, without limitation, CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Oil Pollution Act (33 U.S.C. §§ 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), and all state laws analogous to any of the above.

(i) "Environmental Permits" shall mean all permits, certificates, certifications, licenses and governmental authorizations under Environmental Laws that are required for Grantor or Grantee to conduct the business and operations of their respective property.

(j) "Expanded Main Substation Easement Area" shall mean the real property described and/or shown on Exhibit B hereto.

(k) "Good Utility Practice" shall mean any of the applicable practices, methods, standards, guides or acts:

(i) required by any Governmental Authority, regional or national reliability council, or national trade organization, including NERC, MAAC, Edison Electric Institute, or American Society of Mechanical Engineers, or Office of the Interconnection of the PJM Interconnection, L.L.C., or the successor of any of them, as they may be amended from time to time, whether or not the Party whose conduct is at issue is a member thereof; or

(ii) electric utility industry during the relevant time period which in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, good business practices, generation, transmission, and distribution reliability, safety, environmental protection, economy, and expediency. Good Utility Practice is intended to be acceptable practices, methods, or acts generally accepted in the region, and is not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others.

(l) "Governmental Authority" shall mean any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, arbitrating body, or other governmental authority.

(m) "Grantee's Business" shall mean the transmission and distribution of electric power, and the provision of communication services, for Grantee's and its Affiliates' use and to third parties.

(n) "Hazardous Substances" shall mean (a) any petrochemical or petroleum products, coal ash, oil, radioactive materials, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid which may contain levels of polychlorinated biphenyls; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

(o) "Including" shall mean including without limitation.

(p) "Main Substation Improvements" shall mean all buildings, fencing, structures, fixtures, grounding wire, transformers, switchboxes, distribution boxes, fiber optic cables and other improvements (together with any subterranean footings, foundations, columns, and piles supporting same, and any related piping, sumps, and other underground appurtenances that are an integral part thereof) as well as all incidents thereof and appurtenances thereto, which are Used now or in the future as electrical substation(s) (or components thereof) by Grantee Including all additions, replacements, and expansions thereto, now located on or hereafter installed or caused to be installed by Grantee or its Affiliates on the Expanded Main Substation Easement Area, or now located by Grantee or its Affiliates outside of such area on the US Wind Property

and which are an integral part of the operation of the electrical substation(s) with which they are associated, as more fully shown on Exhibit B hereto.

(q) "Qualified Personnel" shall mean individuals trained for their positions by Grantor or Grantee, pursuant to Good Utility Practice.

(r) "Release" shall mean release, spill, leak, discharge, dispose of, pump, pour, emit, empty, inject, leach, dump or allow to escape into or through the environment.

(s) "Revenue Meters" shall mean all kWh meters, kVARh meters, pulse isolation relays, pulse conversion relays, transducers used by the Pennsylvania-New Jersey--Maryland Power Pool for billing purposes, and associated totalizing equipment and appurtenances (Including voltage transformers and current transformers) used to measure the transfer of energy between the Parties.

(t) "RTUs" shall mean remote terminal units Used by any Party for gathering and transferring information pertaining to generation, transmission and distribution operating parameters.

(u) "Transmission Facilities" shall mean towers, lines of towers, poles, lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, ducts, conduits, cables, anchors, lightning protective wires, Distribution Facilities, and all related above-ground and underground facilities, appurtenances, and equipment now located on the US Wind Property or hereafter installed or caused to be installed by Grantee or its Affiliates on the Expanded Main Substation Easement Area for the Transmission of Electric Current and for the Distribution of Electric Current.

(v) "Transmission of Electric Current" means the transmission of such current typically over long distances and at voltages not commonly used for service to end use customers.

(w) "Use" shall mean with respect to the Expanded Main Substation Easement Area, to operate, maintain, repair, upgrade, clean, test, install, add to, alter, remove, inspect, construct, modify, restore, rebuild, replace, relocate and expand (but at Grantee's expense and only within the applicable Expanded Main Substation Easement Area). All Use shall be in accordance with Good Utility Practice. If Grantor determines that a proposed Use by Grantee which constitutes an addition or expansion would materially interfere with the operations of Grantor or the reliability of Grantor's operations, then Grantor shall promptly so notify Grantee and the Parties shall cooperate in good faith and fair dealing in an attempt to find an acceptable alternative for such proposed Use.

(x) "US Wind Property" shall mean the real property described and/or shown in Exhibit A, attached hereto and incorporated herein.

ARTICLE 2 - Easements

2.1 Grant of Easements to Grantee. Grantor does hereby grant and convey to Grantee the following easements in the US Wind Property for the following purposes:

(a) Subject to the reservations and limitations herein, an exclusive easement permitting (i) Grantee to place, construct, install, reconstruct, use, operate, patrol, inspect, maintain, repair, renew, alter, add to, and remove, at any time and from time to time, its Communication Facilities, Main Substation Improvements, Transmission Facilities and Distribution Facilities on the Expanded Main Substation Easement Area, and (ii) Grantee to Use such Main Substation Improvements, Transmission Facilities and Distribution Facilities in the normal conduct of Grantee's Business.

(b) An exclusive easement permitting the installation within the Expanded Main Substation Easement Area of poles, lines of poles, supporting structures, cables, crossarms, fiber cables, overhead and underground wires, guys, braces.

(c) An exclusive easement permitting (i) any and all existing Transmission Facilities within the Transmission Easement on the US Wind Property, (ii) a non-exclusive easement permitting, (iii) any and all Communication Facilities and Distribution Facilities, if any, to remain in their present location on the US Wind Property, (iv) Grantee to Use the said Communication Facilities, Transmission Facilities and Distribution Facilities for the Transmission of Electric Current, the Distribution of Electric Current, all in the normal conduct of Grantee's Business, and (v) the Use in connection with the operation of the Communication Facilities, Distribution Facilities and Transmission Facilities of those transmission and distribution relay controls, batteries, electrical wiring, switches and related facilities presently located on US Wind Property in the normal conduct of Grantee's Business; provided, however, that notwithstanding anything to the contrary herein, the existing Transmission Easement is acknowledged, affirmed and reimposed on the US Wind Property in all respects, including the right to construct, install, reconstruct, use, operate, patrol, inspect, maintain, repair, renew, alter, add to, and remove, at any time and from time to time, Transmission Facilities within the Transmission Easement on the US Wind Property.

(d) An exclusive easement permitting (i) Revenue Meters and/or RTUs owned by Grantee on the Expanded Main Substation Easement Area and (ii) Grantee to Use the said Revenue Meters and/or RTUs in the normal conduct of Grantee's Business.

(e) A non-exclusive easement to perform environmental investigation and remediation work relating to or resulting from Grantee's Use and operation of the Communication Facilities, Main Substation Improvements, Transmission Facilities and Distribution Facilities on the Expanded Main Substation Easement Area provided that such environmental investigation and remediation work shall be performed in a manner which does not unreasonably or materially interfere with Grantor's Use of and operations at the US Wind Property, and which shall be performed upon prior written notice to, and in reasonable consultation, with Grantor so as to minimize disruption to Grantor's operations on the US Wind Property.

(f) A non-exclusive easement permitting (i) Grantee, at its sole cost and expense, to place, construct, install, reconstruct, use, operate, patrol, inspect, maintain, repair, renew, alter, add to, and remove, at any time and from time to time, any drainage pipes and systems within the Expanded Main Substation Easement Area and (ii) Grantee to Use such facilities to collect rainwater and runoff from the Expanded Main Substation Easement Area, the Main Substation Improvements and to convey the same onto, across or through the US Wind Property

or into and through the drainage systems not located within the Expanded Main Substation Easement Area, provided that the Use of such drainage pipes and systems by Grantee does not cause a violation of any Environmental Permits of either Grantor or Grantee and provided that such activities shall be performed upon prior written notice to, and in reasonable consultation, with Grantor so as to minimize disruption to Grantor's operations on the US Wind Property.

(g) A non-exclusive easement permitting Grantee to install fencing now around the Expanded Main Substation Easement Area and an exclusive easement permitting Grantee to Use such fencing to protect the Communication Facilities, Main Substation Improvements, the Transmission Facilities and the Distribution Facilities, provided that fencing shall be installed upon written notice to and in reasonable consultation with Grantor so as to minimize disruption to Grantor's operations on the US Wind Property.

Grantee's Use of each easement and right granted to it in this Agreement shall be conducted exclusively by Qualified Personnel of Grantee or of contractors employed by Grantee who, in either event, are under Grantee's and/or its contractors' direct supervision and whose duties include, or who are engaged for the purpose of, Use of the applicable easements and rights granted to Grantee in this Agreement; provided, however, that Grantor shall retain the right to exclude any such personnel, employees or contractors reasonably deemed by Grantor to present a danger of harm to the US Wind Property or any part thereof.

Provided further that no modifications to or new construction of improvements, equipment or facilities shall be made by Grantee which might reasonably be expected to adversely affect the operation of Grantor's business, without Grantee giving Grantor (i) prior written notification which shall include sufficient information to enable Grantor to evaluate the effect of the proposed work on the operation of its business and (ii) a reasonable time prior to commencement to perform such evaluation.

In the event Grantee abandons any easement or right granted in this Section 2.1, then, upon Grantor's request, it shall promptly execute and deliver to Grantor an instrument in recordable form and otherwise reasonably acceptable to Grantor releasing such easement or right. For the avoidance of confusion, Grantor and Grantee acknowledge that Grantee's non-use alone shall not constitute abandonment of any easement or right granted to Grantee herein.

2.2 Reservation by Grantor of Certain Rights. Grantor reserves to itself, from the exclusive easements granted to Grantee pursuant to Section 2.1 hereof, the following rights with respect to the Expanded Main Substation Easement Area subject, however, to the provisions of the final paragraph of this Section 2.2: The right to perform any required environmental remediation and/or investigation relating to or arising out of the US Wind Property located in the Expanded Main Substation Easement Area or Grantee's Use of the Expanded Main Substation Easement Area, provided that such environmental investigation and remediation work shall be performed in a manner which does not unreasonably or materially interfere with Grantee's rights with respect to the Expanded Main Substation Easement Area and so as to minimize disruptions to Grantee's operations within the Expanded Main Substation Easement Area.

Grantor's exercise of the rights reserved to Grantor in this Section 2.2 shall be conducted exclusively by Qualified Personnel of Grantor or of contractors employed by Grantor who, in

either event, are under Grantor's and/or its contractors' direct supervision, provided, however, that Grantee shall retain the right to exclude any such personnel, employees or contractors reasonably deemed by Grantee to present a danger of harm to any of the property within the Expanded Main Substation Easement Area owned by either or both of them. Except in an emergency, Grantor shall give to Grantee reasonable advance written notice of Grantor's desire to Access the Expanded Main Substation Easement Area and Grantor shall permit a representative of Grantee to accompany Grantor's representative; provided, however, that Grantor shall have no obligation to delay entering in order to permit a representative of Grantee to accompany Grantor's representative.

2.3 General Scope of Easements.

(a) All equipment and facilities installed or maintained pursuant to an easement or right, privilege or license granted hereunder shall be installed and maintained by the Grantee in a good and safe manner in accordance with Good Utility Practice and the Grantee shall make all repairs and replacements necessary to keep such equipment and facilities in good condition in accordance with Good Utility Practice.

(b) Except as expressly permitted by Section 2.2, Grantor may not enter upon or Use or permit others to enter upon or Use the Expanded Main Substation Easement Area in any manner or for any purpose, except (i) as may be required by an emergency (provided that Grantor shall provide notice to Grantee as provided in clause (ii) of this subparagraph (b) as promptly as possible), or (ii) as may reasonably be required in connection with the maintenance of the US Wind Property and then only upon reasonable advance notice to the person designated by Grantee in accordance with Section 8.14 and only by personnel who are Qualified Personnel for the tasks for which entry is necessary. Provided, however, that so long as Grantee has not constructed facilities thereon or commenced construction thereon, Grantor may, upon written request to Grantee and subject to the consent of Grantee (not to be unreasonably withheld, conditioned or delayed), use the Expanded Main Substation Easement Area for the temporary staging of construction equipment and vehicles. Failure on the part of Grantee to respond within thirty (30) days of such written request shall be deemed approval.

2.4 Interpretation. The following shall apply in interpreting any easement and any right, privilege and license granted pursuant to this Agreement:

(a) Each easement and each right, privilege and license granted herein is irrevocable.

(b) With respect to any easement created by this Agreement, the words "in," "upon," "to," "on," "over," "above," "through," and/or "under" shall be interpreted to include all of such terms.

(c) Each easement and each right, privilege and license granted herein may be enjoyed without charge or fee to the Grantee of the easement, except as otherwise provided herein.

(d) Any easement for Grantee's Use and operation of Main Substation Improvements, Communication Facilities, Transmission Facilities or Distribution Facilities

includes the right, to the extent permitted by applicable law, to (i) trim, cut, burn, treat and/or remove, by manual, mechanical, and chemical means, any and all trees, brush, structures, and other obstructions within the Expanded Main Substation Easement Area, as well as such trees, brush, structures and vegetation outside of the Expanded Main Substation Easement Area which Grantee reasonably deems necessary for the safe and secure operation of its facilities, and (ii) Access to, from and within the US Wind Property for the purpose of performing the aforementioned acts, provided that such activities shall be performed upon written notice to and in reasonable consultation with Grantor.

2.5 Rules and Regulations. In the exercise of its rights under this Agreement, each Party will comply with such safety and security rules as the other Party, from time to time, may reasonably promulgate, provided such rules and regulations do not unreasonably interfere with, or impede, the affected Party's rights and easements as set forth herein.

2.6 No Obstruction.

(a) Neither Party hereto shall obstruct the easements or the rights, privileges, and licenses granted or created pursuant to this Agreement or render them impassable or unusable in any way or otherwise in any way interfere with the right to the Use and enjoyment of the easements or rights, privileges, and licenses granted or created pursuant to this Agreement.

(b) Neither Party hereto shall make any changes to the topography or means of access on or to its respective property, including grading or drainage, that could reasonably be expected to adversely affect the other Party's facilities, common-use drainage systems, or pollution control systems, or the exercise of any right or fulfillment of any obligation in this Agreement, without the prior written consent of such Party, which consent will not be unreasonably withheld or delayed.

2.7 Non-Interference and Cooperation.

Each Party's activities and any grant of rights set forth in this Agreement, whether located on the US Wind Property, the Expanded Main Substation Easement Area, or elsewhere, shall not, currently or prospectively, interfere with the construction, installation, maintenance or operation of either Party's business, whether located on the US Wind Property, the Expanded Main Substation Easement Area or elsewhere (including, without limitation, each Party's ability to exercise its rights under the construction services agreement), access rights set forth in this Agreement, or the undertaking of any other activities permitted under this Agreement. Each Party shall provide commercially reasonable cooperation to the other Party in connection the other Party's exercise of its rights under this Agreement.

Notwithstanding anything herein contained to the contrary, Grantor acknowledges that any and all contemplated uses and/or encroachments upon, over, under, across and/or within the Expanded Main Substation Easement Area, Grantee's existing Transmission Easement and/or any other easement or right of way of Grantee shall be subject to Grantee's prior review and written consent, which shall not be unreasonably withheld, conditioned or delayed by Grantee. Grantor further acknowledges that Grantee's prior review and written consent to allow Grantor's contemplated use and/or encroachment upon, over, under, across and/or within the Expanded Main Substation Easement Area, Grantee's existing Transmission Easement and/or any other easement

or right of way of Grantee may, at Grantee's sole discretion, require Grantor to submit a complete Standard Property Use Requirements ("SPUR") application and comply with Grantee's requirements (as may be reasonably modified upon mutual agreement) within the SPUR Application, which shall include the technical review and approval of Grantor's proposed use and/or encroachment upon, over, under, across and/or within the Expanded Main Substation Easement Area, Grantee's existing Transmission Easement and/or any other easement or right of way of Grantee to establish that (i) Grantor's contemplated use and/or encroachment will not undermine the safety and/or reliability of any utility facilities of Grantee; or, (ii) unreasonably interfere with Grantee's use and enjoyment of any easement, right of way, license or privilege of Grantee.

2.8 Right of First Offer in the Event of a Sale of the Expanded Main Substation Easement Area.

If, within thirty (30) years of the Effective Date (the "ROFO Period"), Grantor intends to: (a) market all and/or any portion of the Expanded Main Substation Easement Area for sale to a third party independently from the remainder of the US Wind Property as a separate subdivided parcel or (b) consider an unsolicited offer from a third party for the sale of all and/or any portion of the Expanded Main Substation Easement Area independently from the remainder of the US Wind Property as a separate subdivided parcel, Grantor shall first provide written notice to Grantee (i) stating Grantor's desire for the disposition of such portion of the Expanded Main Substation Easement Area (the "Identified Property"); and (ii) offering Grantee the opportunity to enter into negotiations with Grantor for the disposition of the Identified Property (the "Initial Notice"). For the avoidance of doubt, in no event shall this Section 2.8 apply to a transaction other than an independent outright fee simple sale of the Expanded Main Substation Easement Area or a portion thereof as a separately subdivided parcel separate from the US Wind Property.

In the event Grantee desires to enter into such negotiations with Grantor pursuant to the Initial Notice, Grantee shall provide written notice to Grantor of its intention to negotiate for the disposition of the Identified Property within thirty (30) days of receipt of the Initial Notice ("Notice of Intent to Negotiate"). If Grantee fails to provide Grantor with its written Notice of Intent to Negotiate within the allotted time, Grantor may thereafter market the Identified Property for disposition to a third party.

If Grantee provides its written Notice of Intent to Negotiate within the allotted thirty (30) day time frame, Grantee and Grantor shall promptly commence good faith negotiations for the disposition of the Identified Property (the "Disposition Negotiations"). The Disposition Negotiations shall consider the then-current market value of the Identified Property as encumbered by any matters of record (the "Appraised Value"), as determined by an appraisal conducted by a mutually agreed upon MAI certified appraiser (the "Appraisal"). If the Disposition Negotiations result in agreed-upon terms of a disposition, such disposition shall be consummated within ninety (90) days of the completion of the Appraisal, with settlement to occur at a place and time mutually agreed upon in Wilmington, Delaware or by remote style closing, with all costs and expenses allocated and/or pro-rated in accordance with local custom.

If the Parties fail to reach agreement on the disposition price for the Identified Property and other critical business terms of such disposition and, as a result do not execute a contract for the

disposition of the Identified Property within ninety (90) days following the date of Grantee's written Notice of Intent to Negotiate, Grantor may at any time thereafter provide written notice to the Grantee of Grantor's decision to terminate negotiations with Grantee, and may thereafter market the Identified Property for disposition to a third party or accept an unsolicited third party offer to acquire the Identified Property. If the Grantor does not enter into a contract to sell the Identified Property to a third party within one hundred eighty (180) days following the date of Grantor's termination notice or complete a disposition of the Identified Property within one (1) year following the date of such notice, Grantee's rights pursuant to this Section 2.8 shall be deemed reinstated, provided that the ROFO Period shall not be extended in any manner upon such reinstatement.

In the event that Grantor consummates a disposition of the Identified Property to a third party in accordance with the provisions set forth herein, Grantee shall promptly, after receipt of a written request from Grantor, provide a written release of Grantee's rights to acquire the Identified Property under this Agreement, which written release shall be executed by Grantee in a mutually agreeable and recordable form and recorded in the land records of Sussex County, Delaware.

ARTICLE 3 - Taxes, Assessments, and Other Charges

3.1 Real Estate Taxes.

(a) Grantor, with respect to the US Wind Property, shall pay and discharge all of the following ("Real Estate Taxes") whether or not now within the contemplation of the Parties hereto: (i) all real estate taxes (Including Public Utility Realty Tax Act ("PURTA") levies), assessments, and, except for water and sewer charges and assessments, other governmental impositions and charges, taxes, rents, levies, and sums of every kind or nature whatsoever, extraordinary as well as ordinary, as shall at any time be imposed by any governmental or public authority on, or become a lien in respect of, the US Wind Property or any part thereof, or which may become due and payable with respect thereto, and any and all taxes, assessments, and charges levied assessed or imposed upon the US Wind Property in lieu of, or in addition to, the foregoing, under or by virtue of any present or future laws, rules, requirements, orders, directives, ordinances, or regulations of the United States of America, or of the State in which the US Wind Property is located, or of any subdivision thereof, or of any lawful governmental authority whatsoever, and any interest or penalties thereon, and (ii) all other taxes (excluding gains, sales, and income taxes, but Including occupancy taxes which are measured by income) measured by ownership of the US Wind Property. Grantor shall pay and discharge all levies and assessments for water, water meter (Including any expenses incident to the installation, repair, or replacement of any water meter) and sewer and all rents with respect to water and sewer which provide service to the US Wind Property.

(b) Grantee shall pay such portion of the Real Estate Taxes payable with respect to the US Wind Property as are equitably allocable to Grantee's easements and Expanded Main Substation Easement Areas. Grantee shall reimburse Grantor for such allocable portion of such Real Estate Taxes within 30 days of Grantee's receipt of a demand for payment thereof from Grantor, but not earlier than 30 days prior to payment of such Real Estate Taxes by Grantor. Grantor and Grantee shall negotiate in good faith and fair dealing to establish a fair and equitable allocation of Real Estate Taxes to the Grantee's easements and Expanded Main Substation

Easement Areas, based on the value of the property encumbered by such easements and Expanded Main Substation Easement Areas, relative to the value of the US Wind Property, excluding for such purposes the value of Grantee's poles, wires, transformers, switches and other equipment so long as such equipment is exempt from local taxation or Grantee is otherwise responsible for, and has paid Real Estate Taxes with respect to such equipment.

3.2 Personal Property Taxes. Grantor, with respect to the US Wind Property, and Grantee, with respect to the Expanded Main Substation Easement Area, shall pay and discharge all personal property taxes (the "Personal Property Taxes") whether or not now within the contemplation of the Parties hereto, Including all taxes and assessments which shall or may be charged, levied, assessed, or imposed upon, or become a lien upon, their respective personal property Used in the operation of or in connection with the business conducted at the US Wind Property or within the Expanded Main Substation Easement Area, as applicable.

3.3 Timing of Payment. Subject to the provisions of Section 3.5, Grantor and Grantee shall each comply with its covenant to pay and discharge all Real Estate Taxes and Personal Property Taxes by paying all such taxes directly to the appropriate taxing authorities prior to the expiration of the period within which payment is permitted without penalty or interest. Grantor and Grantee shall within twenty (20) days of written request from the other Party, deliver to the requesting Party copies of the most recent official receipts from the appropriate taxing authorities evidencing such payment certified by Grantor or Grantee, as the case may be.

3.4 Cooperation with Respect to Tax Statements. Grantor and Grantee will cooperate with each other in obtaining and/or retaining any tax abatement for which the US Wind Property or Expanded Main Substation Easement Area may be eligible. Upon written request of the Party seeking an abatement, the other Party hereto will execute and file any and all documents and instruments reasonably necessary to obtain and retain such abatement, without the assumption of any liabilities or obligations, provided that the Party seeking such abatement shall reimburse the cooperating Party for any reasonable expense that such cooperating Party may incur in connection therewith.

3.5 Tax Contests. Grantor, with respect to the US Wind Property, and Grantee, with respect to Expanded Main Substation Easement Area:

(a) May contest in good faith, by appropriate proceedings diligently and continuously conducted, at its or their sole cost and expense, any Real Estate Tax or charge (Including PURTA) or Personal Property Tax or charge, or similar tax or charge and, where permitted by law, pay the same under protest.

(b) Shall pay and discharge such contested items as finally adjudicated or settled, with interest and penalties, and all other charges directed to be paid in or by any such adjudication or settlement.

(c) May, in its sole discretion, consolidate any proceeding to obtain a reduction in the assessed valuation with any similar proceeding or proceedings brought by it relating to any one or more other tax years.

(d) Shall indemnify and hold the non-contesting Party harmless from and against all liability, loss, cost or expense arising out of the contest.

Any refunds from any such contest shall belong wholly to the Party or Parties that paid the tax.

ARTICLE 4 - Mechanics' Liens

4.1 Notice Regarding Labor and Material. Notice is hereby given that no Party hereto shall be liable for any labor or materials furnished or to be furnished to or for the other Party hereto or to any other persons or entities claiming under such other Party, and that no mechanics' or other lien for any such labor or material furnished to a Party or such other persons or entities shall attach to or affect any property interest of any other Party.

4.2 Disposition of Liens.

(a) Grantee shall forthwith take such action necessary to discharge, remove, or satisfy any lien filed against the US Wind Property or any portion thereof for any labor or materials furnished or to be furnished for or on behalf of Grantee, or any person or entity holding any portion thereof through or under Grantee.

(b) Grantor shall forthwith take such action necessary to discharge, remove, or satisfy any lien filed against the Expanded Main Substation Easement Area for any labor or materials furnished or to be furnished for or on behalf of Grantor, or any person or entity holding any portion thereof through or under Grantor.

(c) If Grantee or Grantor, as the case may be, shall fail to discharge, remove, or satisfy any such lien which it is obligated to discharge, remove, or satisfy hereunder within ten (10) days after notice of the existence of the lien has been given to such defaulting Party, the non-defaulting Party may pay the amount of such lien, or discharge the same by deposit or bonding, and the amount so paid or deposited, or the premium paid for such bond, with interest at the rate provided for defaults in Section 6.3 hereof, shall be paid by the defaulting Party upon demand to the non-defaulting Party who effected such cure.

(d) The defaulting Party shall defend, indemnify and save harmless the non-defaulting Party from and against all liability, loss, cost or expense (including reasonable attorneys' fees) arising out of any liens which the defaulting Party is obligated to discharge, remove or satisfy.

ARTICLE 5 - Condemnation

5.1 Right to Participate. In the event the US Wind Property, or a part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or any agreement or deed in lieu of condemnation (any such matter being hereinafter referred to as a "Taking" or property "Taken"), whether such Taking be a permanent Taking or a temporary Taking, any person or entity having an interest in the award or awards shall have the right to

participate in any such condemnation proceedings or agreement for the purpose of protecting its interest hereunder. Each Party so participating shall pay its own expenses.

5.2 Total Taking. A "Total Taking" shall be deemed to have occurred as to the property of any Party when the entire property of such Party shall be Taken or a substantial part of such property shall be Taken and the untaken portion of the property would, following the completion of restoration, be unsuitable for the operation and the Use thereof in the manner so operated and Used prior to the Taking. Upon a Total Taking, this Agreement shall terminate except with respect to the disposition of the award.

5.3 Disposition of Award. In the event of a Taking, each Party shall be entitled to share in the awards (i) to the extent of its interest in the property Taken, (ii) consequential damages incurred by it as a consequence of such Taking, and (iii) any diminution of the value of its property not so Taken, but in each case only to the extent such damages are included in the award.

5.4 Notice of Taking. In the event the US Wind Property, or a part thereof, shall be the subject of any condemnation proceedings or the subject of any eminent domain proceedings, and if any Party shall receive actual notice of such proceedings, the Party receiving such notice shall notify the other Party of the existence of such proceedings. Such notification shall occur within thirty (30) days after the receipt of such notice.

ARTICLE 6 - Defaults

6.1 Event of Default. Each and every one of the following events shall constitute an "Event of Default" under this Agreement: (a) if the defaulting Party fails to make any payment due from such defaulting Party to the non-defaulting Party within thirty (30) days (or such other period as may be expressly provided for in this Agreement) after written demand for such payment, (b) if the defaulting Party fails, within thirty (30) days after written notice from the non-defaulting Party, to make any payment due from such defaulting Party to any person or entity other than the non-defaulting Party and such failure could result in the imposition of a lien on the property or improvements of the non-defaulting Party, and (c) if the defaulting Party fails to perform any non-monetary obligations hereunder, and said defaulting Party fails to cure such default within forty-five (45) days after receipt of written notice from the non-defaulting Party stating with particularity the nature of the default; provided however, if such default is of such a nature that it cannot be cured within forty-five (45) days following receipt of such notice, an Event of Default shall not have occurred if the defaulting Party shall within such forty-five (45) day period commence the necessary cure and shall at all times thereafter diligently and continuously prosecute such cure to completion.

6.2 Right of Self Help. The non-defaulting Party may, at its election, following the occurrence of a non-monetary Event of Default which is not cured within the cure period specified in clause 6.1(c) hereof, undertake the cure of such default on behalf of the defaulting Party. The non-defaulting Party is granted an easement to enter upon, through, or under the property or improvements of the defaulting Party to effect such cure. Following occurrence of an Event of Default involving the non-payment of money to a person or entity not a Party to this Agreement, the non-defaulting Party may make such payment on behalf of the defaulting Party. All monies paid by the non-defaulting Party and all reasonable costs and expenses (Including reasonable

attorneys' fees) incurred by it in effecting such cure or payment, shall be paid by the defaulting Party upon written demand, together with interest from the date of such demand to the date of payment at the rate set forth in Section 6.3.

6.3 Interest. Following the occurrence of an Event of Default involving the non-payment of money by the defaulting Party, all monies owed to the non-defaulting Party shall bear interest at the "Prime" rate or the "base" rate announced by Citibank, N.A., or any successor thereto, from time to time for commercial loans. Such interest shall be calculated retroactively from the due date to and including the actual date of payment.

6.4 Enforcement Rights. In addition to any other rights set forth in this Agreement, but without limitation, enforcement of this Agreement may be had by legal or equitable proceedings against the defaulting Party either to specifically enforce, restrain, or enjoin the violation of any restriction, covenant, condition, agreement, term, representation, or warranty herein contained or to recover damages. Notwithstanding any other provision of this Agreement, it is understood and agreed that the remedies permitted pursuant to this Agreement other than equitable remedies may be inadequate in the case of any breach by either Party of its obligations contained herein. Accordingly, each Party agrees that in such instances, the affected Party shall be entitled to preliminary injunctive relief from a court of competent jurisdiction.

6.5 No Forfeiture. Except by enforcement of a judgment lien against such property, nothing contained in this Agreement shall create any reversion, condition, or right of re-entry or other provisions for forfeiture under which either Party can be cut off, subordinated, or otherwise disturbed in the possession of its property.

6.6 Independent Covenants. None of the rights and easements granted by this Agreement and none of the performances required by this Agreement shall be dependent on the performance of any other term, promise, or condition of this Agreement or any documents executed concurrently or in connection with this Agreement, and such rights, easements and requirements of performance shall continue in effect irrespective of whether anything else in this Agreement or such other documents has been breached. The separateness and independent survival of the rights, easements, and requirements of performance under this Agreement are essential terms hereof without which this Agreement would not have been made.

ARTICLE 7 - Indemnification

7.1 Grantor Indemnification.

(a) Grantor shall indemnify, hold harmless, and defend Grantee, its parent, and Affiliates, and their respective officers, directors, employees, agents, contractors, subcontractors, invitees, and successors, as the case may be, from and against any and all claims, liabilities, costs, damages, and expenses (Including reasonable attorney and expert fees, and disbursements incurred by any of them in any action or proceeding brought by any third party or Grantor) for damages to property, injury to or death of any person, including Grantee's employees or any third parties (collectively, "Grantee's Damages"), to the extent caused wholly or in part by any act or omission, negligent or otherwise, by Grantor and/or its officers, directors, employees, agents, contractors, subcontractors and invitees arising out of or connected with this Agreement, including a failure by

Grantor to perform its obligations hereunder. Grantee shall not be entitled to indemnity under the preceding sentence to the extent that a court of competent jurisdiction determines that its negligence or willful misconduct caused such Grantee Damages.

(b) In furtherance of the foregoing indemnification and not by way of limitation thereof, Grantor hereby waives any defense it might otherwise have under applicable workers' compensation laws.

7.2 Grantee Indemnification.

(a) Grantee shall indemnify, hold harmless, and defend Grantor, its parent, and Affiliates, and their respective officers, directors, employees, agents, contractors, subcontractors, invitees, and successors, as the case may be, from and against any and all claims, liabilities, costs, damages and expenses (Including reasonable attorney and expert fees, and disbursements incurred by any of them in any action or proceeding brought by any third party or Grantee) for damages to property, injury to or death of any person, including Grantor's employees or any third parties (collectively, "Grantor's Damages"), to the extent caused wholly or in part by any act or omission, negligent or otherwise, by Grantee and/or its officers, directors, employees, agents contractors, subcontractors and invitees arising out of or connected with this Agreement, Including a failure by Grantee to perform its obligations hereunder. Grantor shall not be entitled to indemnity under the preceding sentence to the extent that a court of competent jurisdiction determines that its negligence or willful misconduct caused such Grantor Damages.

(b) In furtherance of the foregoing indemnification and not by way of limitation thereof, Grantee hereby waives any defense it might otherwise have under applicable workers' compensation laws.

7.3 Indemnification Procedures. If a Party intends to seek indemnification under this ARTICLE 7 - from the other Party, the Party seeking indemnification shall give the other Party notice of such claim within ninety (90) days after the later of (a) the commencement of, or (b) the Party's actual knowledge of, such claim. Such notice shall describe the claim in reasonable detail, and shall indicate the amount (estimated if necessary) of the claim that has been, or may be sustained by, said Party. To the extent that the other Party is actually and materially prejudiced as a result of failure to provide such notice, such notice shall be a condition precedent to any liability of such other Party under the provisions for indemnification contained in this Agreement. Neither Party may settle or compromise any claim without the prior consent of the other Party; provided, however, that said consent shall not be unreasonably withheld, delayed or conditioned.

7.4 Survival. The indemnification obligations of each Party under this ARTICLE 7 - shall continue in full force and effect regardless of whether this Agreement has either expired or been terminated or canceled.

ARTICLE 8 - Miscellaneous

8.1 Effective Date and Recordation. This Agreement will be effective on the date of the closing of Grantor's purchase of the US Wind Property, it being the intention of the Parties that this Agreement be recorded promptly following the deed and other transaction documents.

8.2 Exhibits. All exhibits attached to this Agreement are part of this Agreement and the material contained in such exhibits shall be construed and interpreted as if contained within the text of this Agreement.

8.3 Headings. The Article and Section headings of this Agreement and the Table of Contents preceding this Agreement are for convenience and reference only and in no way define, limit, or describe the scope and intent of this Agreement, nor in any way affect this Agreement.

8.4 Interpretation. Words of any gender in this Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State in which the US Wind Property is located, exclusive of its choice of law rules.

8.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior agreements and undertakings relating to the subject matter hereof, including but not limited to any previous easement rights granted over the Expanded Main Substation Easement Area.

8.7 Modifications, Waivers, Consent. This Agreement may not be modified, amended or discharged except by an instrument in writing signed by the authorized signatories of the owner of the US Wind Property as of the date of the applicable modification, amendment or discharge. No waiver or consent may be enforced unless such waiver or consent shall be in writing and signed by the Party against whom enforcement thereof is sought.

8.8 Binding Effect. The covenants, conditions, restrictions, encumbrances, and easements set forth in this Agreement shall attach to, burden, benefit and run with the US Wind Property and shall be appurtenant to the US Wind Property and, together with the remainder of this Agreement, shall be binding upon the Parties hereto and their respective successors, assigns, grantees, transferees, and tenants and, together with the remainder of this Agreement, shall inure to the benefit and use of the Parties hereto and their respective heirs, successors, assigns, grantees, transferees, and tenants. Each grantee of any portion of or interest in any property which is the subject of this Agreement, other than a mortgagee or other party holding an interest as security only, shall be deemed, by the acceptance of a deed, bill of sale or other instrument of conveyance, as applicable, to have agreed to perform each and every undertaking created hereunder attributable to the portion of the property in which such grantee has acquired an interest.

8.9 Assignment. Grantee acknowledges that the rights granted to and duties assumed by Grantee under this Agreement may not be assigned or delegated by Grantee in whole or in part; provided, however, that Grantee shall be entitled to assign its rights and duties under this Agreement to an Affiliate or in connection with a sale of substantially all of its assets and/or equity, upon the prior written consent of Grantor, such consent not to be unreasonably withheld. The rights and obligations of Grantor hereunder shall be freely assignable whether in connection with a sale of the US Wind Property or otherwise.

8.10 Covenants not Conditions. The provisions of this Agreement shall be construed as covenants and not as conditions.

8.11 Severability of Void Provisions. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement, with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected by such holding.

8.12 Estoppel Certificates. Grantor and Grantee shall, upon not less than thirty (30) days' prior written notice from the other Party, deliver a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement is in full force and effect as modified, and identifying the modifications), and (b) whether or not the other Party is known to be in default under any provision under this Agreement, and if such a default is known, the nature of such default.

8.13 Subordination, Non-Disturbance and Attornment Agreement. Grantor shall obtain from any current or future mortgagee of the US Wind Property a Subordination, Non-Disturbance and Attornment Agreement in form acceptable to Grantee in its reasonable discretion, confirming that Grantee's rights under this Agreement shall not be disturbed as a result of any exercise of such mortgagee's rights under the applicable mortgage documents. As to any current mortgagee, such agreement shall be delivered to Grantee not later than five (5) days prior to any scheduled loan closing and/or settlement on the US Wind Property.

8.14 Notices.

(a) On or prior to the Effective Date of this Agreement, each Party shall indicate to the other Party, by notice, the name, address and phone number of the appropriate person to contact during each eight-hour work shift in the event of an emergency, a scheduled or forced interruption, or reduction in services. The notice last received by a Party shall be effective until modified by another notice received by that Party.

(b) All notices, requests, claims, demands, invoices, and other communications hereunder shall be in writing and shall be given (and except as otherwise expressly provided herein, will be deemed to have been duly given if so given) by (i) hand delivery, (ii) by mail (registered or certified, postage prepaid), (iii) by nationally recognized overnight delivery service (prepaid or billed to sender) or (iv) e-mail with electronic proof of receipt, to the respective Parties as follows:

If to Grantee, to:

Delmarva Power & Light Company
2530 N. Salisbury Blvd.
Salisbury, Maryland 21801
Attn: Manager of Real Estate

with a copy to:

Robert L. Ransom, Esquire
Assistant General Counsel
Exelon Corporation, Inc.
2301 Market Street
Philadelphia, PA 19103
Robert.Ransom@exeloncorp.com

If to Grantor, to:

Renewable Redevelopment LLC
401 East Pratt Street, Suite 1810
Baltimore, MD 21202
Attn: Gener Gotiangco and Salvo Vitale
g.gotiangco@uswindinc.com
s.vitale@uswindinc.com

with a copy to:

Wendie C. Stabler, Esquire
Saul Ewing LLP
1201 N. Market Street, Suite 2300
Wilmington, DE 19801
(302) 421-6865
wendie.stabler@saul.com

(c) or to such other address or e-mail address as is furnished by notice received from the addressee and any such communication shall be deemed to have been given as of the date of such hand delivery, deposit with delivery service or delivery by electronic mail (except as otherwise expressly provided herein).

8.15 Recording.

The Parties agree to record this Agreement in the Office of the Recorder of Deeds, in and for Sussex County, Delaware. Each of Grantor and Grantee shall pay one-half of the recording fees and one-half of the realty transfer taxes.

8.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

[Signature Page Follows]

Document# 2023000044302 BK: 6027 PG: 241
Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
Doc Surcharge Paid

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

WITNESS:

GRANTOR:

RENEWABLE REDEVELOPMENT LLC

By: Salvo Vitale (SEAL)
Name: Salvatore Vitale
Title: Secretary
Date: 12/18/2023

WITNESS:

GRANTEE:

DELMARVA POWER & LIGHT COMPANY

By: _____ (SEAL)
Name:
Title:
Date: _____

Document# 2023000044302 BK: 6027 PG: 242
Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
Doc Surcharge Paid

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

WITNESS:

_____

GRANTOR:

RENEWABLE REDEVELOPMENT LLC

By:_____(SEAL)
Name: _____
Title: _____
Date: _____

WITNESS:

Steven A. Krupp

GRANTEE:

DELMARVA POWER & LIGHT COMPANY

By: Sandra R Fisher (SEAL)
Name: Sandra R. Fisher
Title: VP, Support Services
Date: 12/04/2023

Document# 2023000044302 BK: 6027 PG: 243
Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
Doc Surcharge Paid

STATE OF Maryland)
) SS.
COUNTY OF Howard)

BE IT REMEMBERED, that on this 18th day of December, 2023, came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Salvatore Vitale of RENEWABLE REDEVELOPMENT LLC, a Delaware limited liability company, party to this Agreement, known to me personally to be such, and acknowledged this to be his or her act and deed on behalf of said company.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

RENEE PURNELL COOPER
NOTARY
PUBLIC
EXP. 2-5-2024
HOWARD COUNTY, MARYLAND

Notary Public
My Commission Expires: 2/5/2024

41464812 16

Document# 2023000044302 BK: 6027 PG: 244
Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
Doc Surcharge Paid

STATE OF Delaware)
) SS.
COUNTY OF New Castle)

BE IT REMEMBERED, that on this 4th day of December, 2023, came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Sandra R. Fisher of DELMARVA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Delaware and the Commonwealth of Virginia, party to this Agreement, known to me personally to be such, and acknowledged this to be his or her act and deed on behalf of said company.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

KIMBERLY MIRIAM CONLON
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXPIRES
October 18, 2024

Kimberly Conlon
Notary Public
My Commission Expires: 10/18/24

41464812.15

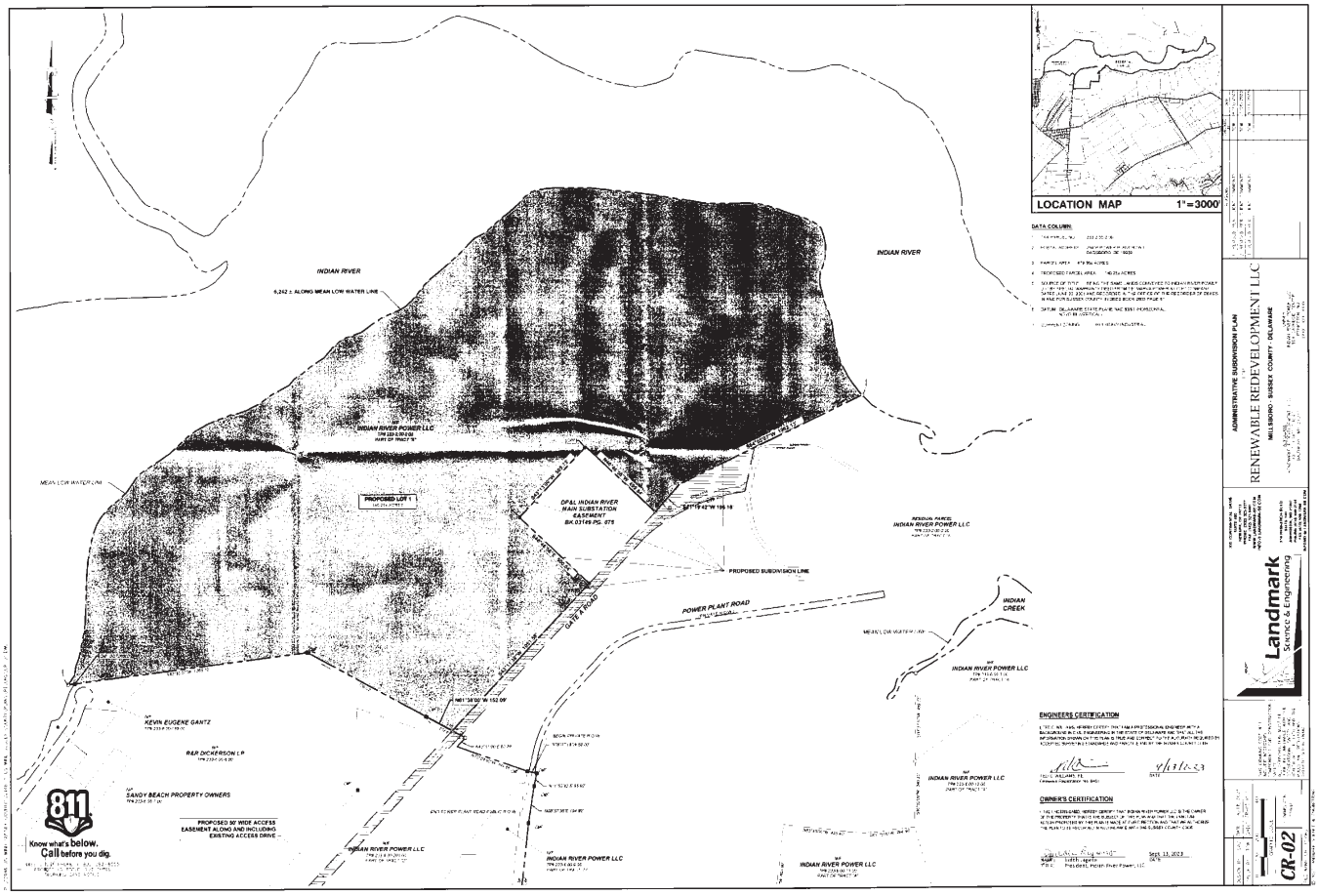
Document# 2023000044302 BK: 6027 PG: 245
Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
Doc Surcharge Paid

Exhibit A

US Wind Property

See attached final approved subdivision plan. The US Wind Property is the dark highlighted area marked as "Proposed Lot 1," which has been subdivided into Sussex County, Delaware Tax Parcel No. 233-2.00-2.01.

Document# 2023000044302 BK: 6027 PG: 246
Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
Doc Surcharge Paid



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Document# 2023000044302 BK: 6027 PG: 247
Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
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Exhibit A-1

Existing Transmission Easement

See attached. The Existing Transmission Easement is the area marked by dashed lines and marked as "DP&L Company Easement '1' ".

Document# 2023000044302 BK: 6027 PG: 248
Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
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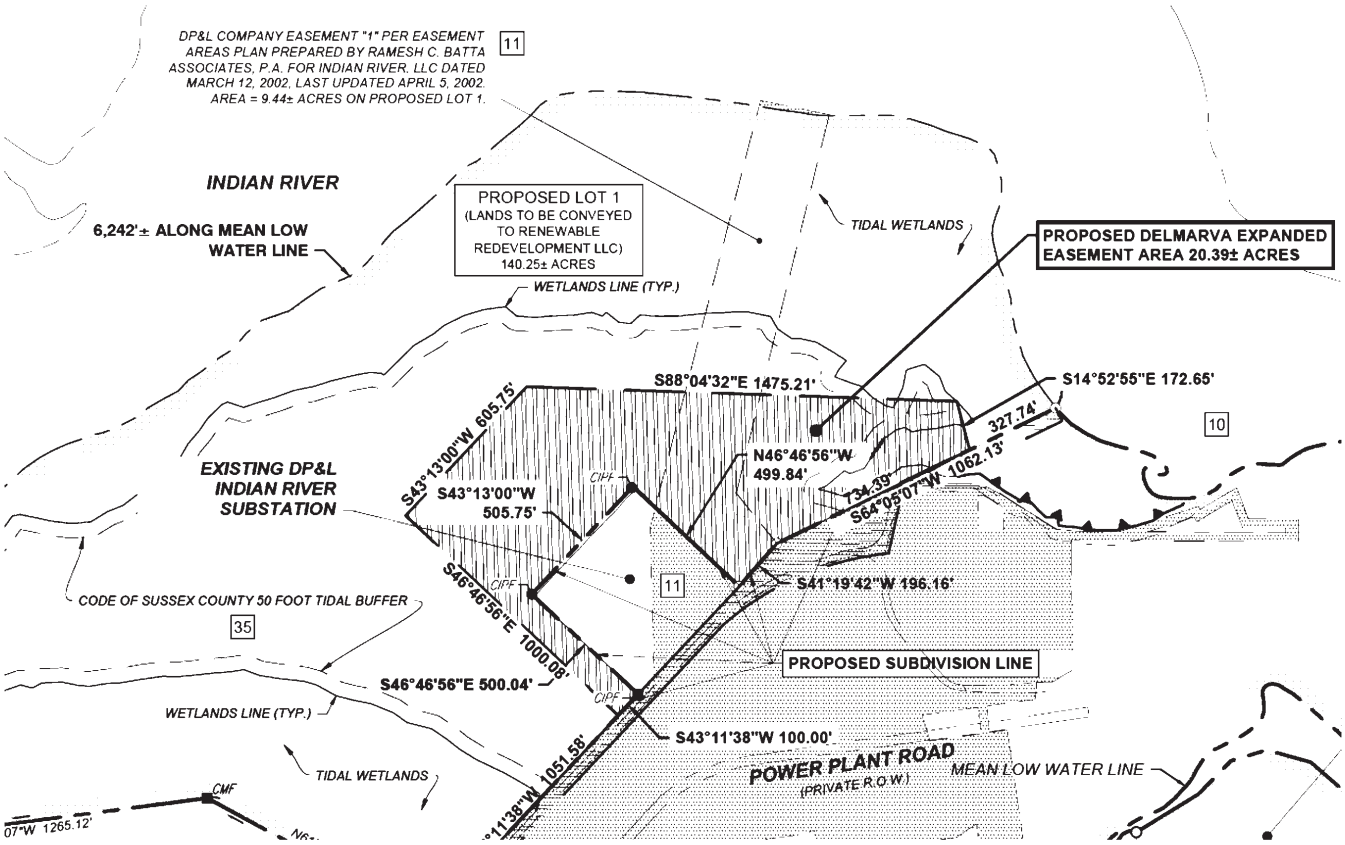

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Document# 2023000044302 BK: 6027 PG: 249
Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
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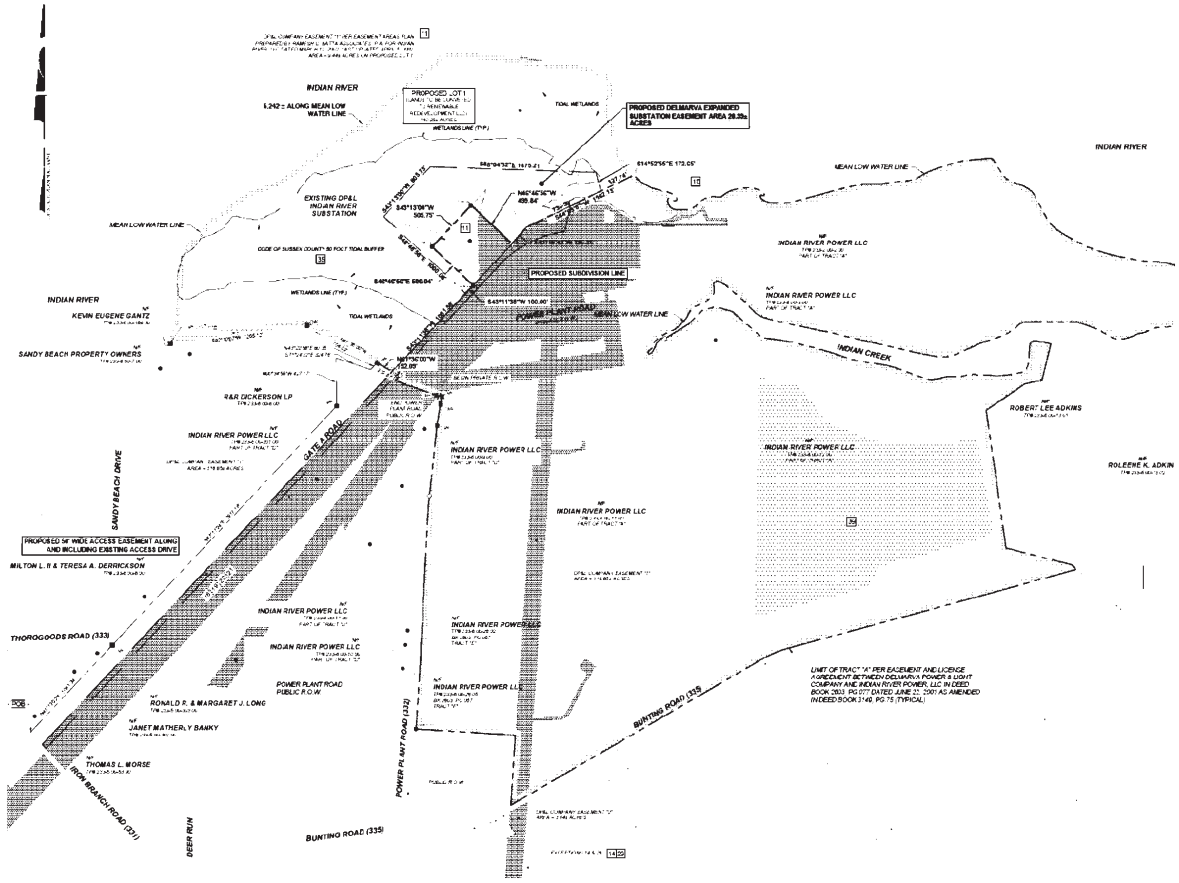
Exhibit B

Expanded Main Substation Easement Area

See attached area marked as "Proposed Delmarva Expanded Substation Easement Area."

Document# 2023000044302 BK: 6027 PG: 250
Recorder of Deeds, Alexandra Reed Baker On 12/20/2023 at 3:17:10 PM Sussex County, DE
Doc Surcharge Paid



41464812.16

Deed for 3R’s Beach Property

13998

Tax Parcel Nos.: Part of 1-34-5-2
" " 1-34-5-3

Prepared by: Parkowski, Noble & Guerke, P.A.
P. O. Box 598
Dover, DE 19903

BOOK 1857 PAGE 79

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 22nd day of June, A.D. 1992, between

THE NATURE CONSERVANCY, a non-profit organization incorporated under the laws of the District of Columbia, having its principal office at 1815 North Lynn Street, Arlington, Virginia, 22209, Party of the First Part,

and

THE STATE OF DELAWARE, Party of the Second Part, of 89 Kings Highway Dover, Delaware 19901

W I T N E S S E T H:

That The Nature Conservancy, Party of the First Part, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, does hereby remise, release, grant, convey and quit claim unto The State of Delaware, its successors and assigns, all right, title and interest of the said Party of the First Part, whether in law, equity or otherwise, in and to the following described parcels or tracts of land:

PARCEL NO. 1:

A certain tract of land situate in Sussex County containing 134 acres, 3 rods and 1 perch. Beginning at a stake about 2 poles from the East side of Boat Gut near Abraham Jacobs' salt works (said stake being the beginning bounder of "Friendship", "Partnership" and "Howards Last Choice"); thence by a traverse line, North 19 degrees West 64.5 perches to the end of the fourth line of "Howards Last Choice"; thence with said fourth line reversed, North 72 degrees East 84 perches to the end thereof; thence, North 65 degrees East 57 perches to the beginning bounder of the said tract of marsh; thence along and with the now intended survey called "Experiment" the following courses and distances, viz: South 11 degrees East 12 perches; thence North 79 degrees East 11 perches; thence North 11 degrees West 18 perches; thence North 12.25 degrees East 73.5 perches; thence North 70 degrees West 96 perches; thence North 60 degrees East 56 perches; thence North 75 degrees West 65 perches; thence North 22.25 degrees West 80 perches; thence North 39 degrees East 42 perches; thence North 38.75 degrees West 10 perches to Indian River; thence with the River, South 73 degrees West 32 perches and South 80 degrees West 18 perches; thence South 20 degrees West 61 perches; thence South 16 degrees East 58 perches; thence South 30 degrees East 57 perches; thence South 17 degrees West 82 perches; thence South 83 degrees East 54 perches; thence North 50.5 degrees East 40 perches; thence North 86 degrees East 46 perches; thence South 11 degrees East 41 perches home, containing 134 acres, 3 rods and 1 perch.

Being all that certain Patent called Experiment dated December 10, 1829 granted to Edward Lloyd Wells, said grant being of record in the Office of the Recorder of Deeds in and for Sussex County, at Georgetown, Delaware, in Patent Book U, Volume 11, Page 1 and as was purportedly conveyed unto William P. Short, Jr. by that certain Quitclaim Deed of J. Bennett Hill dated August 16, 1982 and of record in the aforesaid Office of the

8630 111 7/10/92 CTX-EX SU .00

5915 333 7/10/92 TX-EX ST .00

Recorder of Deeds in Deed Book 1136, Page 148.

PARCEL NO. 2:

ALL THAT CERTAIN parcel of land containing a portion of the State of Delaware Public Lands known as Parcel No. 11-S, located on the westerly side of Delaware Route No. 1 (formerly Route No. 14), and southerly of Indian River Inlet, Baltimore Hundred, Sussex County, Delaware, in accordance with a survey dated February 1, 1978 made and prepared by VanDeMark & Lynch, Inc., Surveyors of Wilmington, Delaware:

BEGINNING at the point of intersection of the southerly side of Indian River Inlet with the westerly right of way line of Delaware Route No. 1 (formerly Route No. 14), said point being distant southeasterly 350 feet from the center line of the said Indian River Inlet measured at right angles thereto, said point also being distant by the two following described tie lines from Delaware Coast Storm Protection survey control monument #13-A: (1) South 05 degrees 01 minute 09 seconds East, 91.51 feet to a point; and (2) South 84 degrees 18 minutes 20 seconds West, 150.96 feet to the said point of Beginning; thence from said point of Beginning, along the said westerly right of way line of Delaware Route No. 1 the five following described courses and distances: (1) South 12 degrees 13 minutes 40 seconds East, 267.51 feet to a point of curvature; (2) southeasterly along a curve to the right, having a radius of 13,675.99 feet, an arc length of 2,018.26 feet to the point of tangency of said curve, said point being distant by a chord of South 08 degrees 00 minutes 00 seconds East, 2,016.43 feet from the last described point; (3) South 03 degrees 46 minutes 20 seconds East, 1,673.13 feet to a point of curvature; (4) southeasterly along a curve to the right, having a radius of 22,843.32 feet, an arc length of 682.21 feet to the point of tangency of said curve, said point being distant by a chord of South 02 degrees 55 minutes 00 seconds East, 682.18 feet from the last described point; and (5) South 02 degrees 03 minutes 40 seconds East, 770.51 feet to Public Lands Monument S60, said point being a corner for lands now or formerly of Sea & Pines, Inc.; thence thereby South 73 degrees 10 minutes 40 seconds West, 457.16 feet to an existing concrete monument, said point being a corner for lands now or formerly of William P. Short, Jr. and Mary S. Lighthipe; thence along the easterly line of said lands now or formerly of William P. Short, Jr. and Mary S. Lighthipe and lands now or formerly of Sea & Pines, Inc., North 01 degrees 39 minutes 20 seconds West, 1,007.28 feet to Pubic Lands Monument S62; thence still along line of lands of Sea & Pines, Inc., South 68 degrees 20 minutes 40 seconds West 1,115.00± feet to a point in the low water line of Old Basin Cove; thence thereby and along the low water line of Indian River Bay, 19,050± feet to a point on the southeasterly line of lands now or formerly of Joseph H. Simpson, said point being distant by the forty-six following described tie lines connecting points in or near the said low water line from the last described point: (1) North 46 degrees 01 minute 20 seconds East, 460.00 feet to a point; (2) North 23 degrees 27 minutes 50 seconds East, 206.00 feet to a point; (3) North 49 degrees 32 minutes 00 seconds West, 197.00 feet to a point; (4) North 13 degrees 12 minutes 00 seconds East, 166.00 feet to a point; (5) North 34 degrees 34 minutes 00 seconds West, 200.00 feet to a point; (6) North 34 degrees 20 minutes 00 seconds East, 430.00 feet to a point; (7) North 79 degrees 07 minutes 00 seconds East, 132.00 feet to a point; (8) North 63 degrees 00 minutes 00 seconds West, 165.00 feet to a point; (9) North 48 degrees 43 minutes 00 seconds West, 165.00 feet to a point; (10) North 29 degrees 44 minutes 00 seconds East, 458.00 feet to a point; (11) South 53 degrees 42 minutes 00 seconds West, 323.00 feet to a point; (12) South 77 degrees 35 minutes 00 seconds West, 153.00 feet to a point; (13) South 45 degrees 32 minutes 00 seconds West, 231.00 feet to a point; (14) North 27 degrees 55 minutes 00 seconds West, 113.00 feet to a point; (15) South 32 degrees 52 minutes 00 seconds West, 311.00 feet to a point; (16) North 79 degrees 54 minutes 00 seconds West, 205.00 feet to a point; (17)

South 27 degrees 35 minutes 00 seconds West, 151.00 feet to a point; (18) crossing a small channel, South 67 degrees 42 minutes 00 seconds East, 216.00 feet to a point; (19) South 17 degrees 10 minutes 00 seconds East, 254.00 feet to the tip of Southwest Point; thence by Indian River Bay, (20) North 56 degrees 44 minutes 00 seconds West, 245.00 feet to a point; (21) recrossing said small channel, North 34 degrees 08 minutes 00 seconds West, 109.00 feet to a point; (22) South 86 degrees 54 minutes 00 seconds West, 129.00 feet to a point; (23) North 64 degrees 07 minutes 00 seconds West, 339.00 feet to a point; (24) North 48 degrees 15 minutes 00 seconds West, 449.00 feet to a point; (25) North 16 degrees 42 minutes 00 seconds East, 324.00 feet to a point; (26) North 47 degrees 04 minutes 00 seconds East, 866.00 feet to a point; (27) North 35 degrees 38 minutes 00 seconds East, 386.00 feet to a point; (28) North 87 degrees 40 minutes 00 seconds East, 148.00 feet to a point; (29) crossing two guts, North 12 degrees 25 minutes 00 seconds West, 154.00 feet to a point; (30) South 75 degrees 55 minutes 00 seconds West, 126.00 feet to a point; (31) North 40 degrees 25 minutes 00 seconds East, 362.00 feet to a point; (32) crossing a gut, North 41 degrees 54 minutes 00 seconds West, 52.00 feet to a point; (33) South 44 degrees 28 minutes 00 seconds West, 607.00 feet to a point; (34) North 55 degrees 36 minutes 00 seconds West, 112.00 feet to a point; (35) North 09 degrees 35 minutes 00 seconds West, 162.00 feet to a point; (36) crossing a gut, North 35 degrees 40 minutes 00 seconds West, 105.00 feet to a point; (37) North 40 degrees 27 minutes 00 seconds East 400.00 feet to a point; (38) crossing a gut, North 16 degrees, 38 minutes 00 seconds East, 322.00 feet to a point; (39) crossing two guts, North 71 degrees 30 minutes 00 seconds West, 210.00 feet to a point; (40) crossing a gut, South 69 degrees 32 minutes 00 seconds West, 291.00 feet to a point; (41) South 64 degrees 40 minutes 30 seconds West, 370.00 feet to a point; (42) due West, 135.00 feet to a point; (43) crossing a gut, due North, 552.00 feet to a point; (44) North 63 degrees 05 minutes 00 seconds West, 132.00 feet to a point; (45) South 61 degrees 05 minutes 00 seconds West 176.00 feet to a point; and (46) South 35 degrees 05 minutes 00 seconds West 162.00 feet to the said point; thence thereby the two following described courses and distances: (1) North 24 degrees 54 minutes 20 seconds East 55.00 feet to a point; and (2) North 24 degrees 04 minutes 20 seconds East, 400.00 feet to a point in the low water line of the southerly side of the said Indian River Inlet; thence thereby in a generally easterly direction, 2,675± feet to the point of intersection thereof with a line parallel to the said center line of the Indian River Inlet distant southeasterly 350 feet therefrom measured at right angles thereto said point also being distant by the six following described tie lines connecting points in or near the said low water line from the last described point: (1) South 70 degrees 16 minutes 40 seconds East, 259.03 feet to a point; (2) North 87 degrees 25 minutes 15 seconds East, 555.56 feet to a point; (3) North 78 degrees 05 minutes 08 seconds East, 799.22 feet to a point; (4) North 41 degrees 05 minutes 55 seconds East, 379.18 feet to a point; (5) North 84 degrees 13 minutes 40 seconds East, 571.00 feet to a point; and (6) North 44 degrees 38 minutes 00 seconds East, 90.83 feet to the said point; thence parallel with the said center line of the Indian River Inlet, North 84 degrees 18 minutes 20 seconds East, 99.48 feet to the said point and place of Beginning and containing within such metes and bounds 200.1 acres to the said tie lines, be the same more or less.

Being all that certain lot, parcel or tract of land denoted as Parcel No. 11-S of the Public Lands Survey of 1977, the plot of which is recorded in the aforesaid Office of the Recorder of Deeds in Plot Book 16, Pages 99, 101 and 102, inclusive, and the description of said parcel being of record in the aforesaid Office of the Recorder of Deeds in Deed Book 934, Pages 316 through 319; said parcel purports to contain within the foregoing metes and bounds description Parcels Nos. 1 and 2 of that certain Quitclaim Deed from J. Bennett Hill to William P. Short, Jr. as recorded in the aforesaid Office of the Recorder of Deeds in Deed

Book 1136, Page 148 and Parcel No. 1 of that certain Quitclaim Deed of Mary A. S. Lighthipe to William P. Short, Jr. as recorded in the aforesaid Office of the Recorder of Deeds in Deed Book 1232, Page 118.

PARCEL NO. 3:

ALL THAT CERTAIN parcel of land containing a portion of State of Delaware Public Lands known as Parcel No. 12-S, located on the easterly side of Delaware Route No. 1 (formerly Route No. 14), and southerly of Indian River Inlet, Baltimore Hundred, Sussex County, Delaware, in accordance with a survey dated February 1, 1978 made and prepared by VanDeMark & Lynch, Inc., Surveyors of Wilmington, Delaware:

BEGINNING at the point of intersection of the southerly side of Indian River Inlet with the easterly right of way line of Delaware Route No. 1 (formerly Route No. 14), said point being distant by the two following described tie lines from Delaware Coast Storm Protection survey control monument #13-A: (1) South 05 degrees 01 minute 09 seconds East, 91.51 feet to a point; and (2) North 84 degrees 18 minutes 20 seconds East, 287.98 feet to the said point of Beginning; thence from said point of Beginning along a line parallel with the center line of said Indian River Inlet, and distant southeasterly 350 feet therefrom, measured at right angles thereto, North 84 degrees 18 minutes 20 seconds East 650.00± feet to the point of intersection thereof with the mean high water line of the Atlantic Ocean; thence thereby in a southerly direction, 6,980± feet to a point, said point being a corner for lands of "Tower Shores", said point also being distant by the ten following described tie lines connecting points in or near the said mean high water line from the last described point: (1) South 07 degrees 06 minutes 45 seconds West, 660.00 feet to a point; (2) South 14 degrees 10 minutes 45 seconds East, 675.00 feet to a point; (3) South 08 degrees 41 minutes 00 seconds East, 365.00 feet to a point; (4) South 04 degrees 44 minutes 00 seconds East, 280.00 feet to a point; (5) due South, 875.00 feet to a point; (6) South 04 degrees 21 minutes 00 seconds East, 815.00 feet to a point; (7) South 13 degrees 15 minutes 00 seconds West, 85.00 feet to a point; (8) South 06 degrees 42 minutes 00 seconds East, 1,200.00 feet to a point; (9) South 01 degrees 44 minutes 00 seconds East, 1,490.00 feet to a point; and (10) South 09 degrees 12 minutes 00 seconds East, 485.00 feet to the said point; thence thereby South 85 degrees 46 minutes 40 seconds West 840.00± feet to Public Lands Monument S51 on the said easterly right of way line of Delaware Route No. 1, said course crossing Public Lands Monument S50, measured northeasterly at a distance of 690.36 feet from said Monument S51; thence along the said easterly right of way line of Delaware Route No. 1 (at 150 feet wide), the two following described courses and distances: (1) northwesterly along a curve to the right, having a radius of 17,113.74 feet, an arc length of 114.31 feet to the point of tangency of said curve, said point being distant by a chord of North 02 degrees 15 minutes 10 seconds West, 114.31 feet from the last described point; and (2) North 02 degrees 03 minutes 40 seconds West, 190.15 feet to Public Lands Monument S52, said point being a corner for lands now or formerly of Sea & Pines, Inc.; thence thereby North 88 degrees 23 minutes 40 seconds East, 236.20 feet to Public Lands Monument S53; thence along the southwesterly line of said lands now or formerly of Sea & Pines, Inc. and lands now or formerly of William P. Short, Jr. and Mary S. Lighthipe, North 12 degrees 55 minutes 20 seconds West, 1,221.00 feet to Public Lands Monument S54; thence still along a line of lands of William P. Short, Jr. and Mary S. Lighthipe, South 73 degrees 10 minutes 40 seconds West, 6.34 feet to a point on the said easterly side of Delaware Route No, 1 (at 150 feet wide); thence thereby, the eight following described courses and distances: (1) North 02 degrees 03 minutes 40 seconds West, 730.99 feet to a point of curvature; (2) northwesterly along a curve to the left, having a radius of 22,993.32 feet, an arc length of 686.68 feet to the point of tangency of said curve, said point being distant by a chord of North 02 degrees 55

minutes 00 seconds West, 686.66 feet from the last described point; (3) North 03 degrees 46 minutes 20 seconds West, 1,673.13 feet to a point; (4) North 86 degrees 13 minutes 40 seconds East, 2.00 feet to a point; (5) North 03 degrees 46 minutes 20 seconds West, 818.68 feet to a point; (6) North 86 degrees 13 minutes 40 seconds East, 40.00 feet to a point; (7) North 00 degrees 58 minutes 00 seconds West, 1,306.40 feet to a point; and (8) North 05 degrees 34 minutes 20 seconds West, 166.84 feet to the said southerly side of the Indian River Inlet and the point and place of Beginning and containing within such metes and bounds, 112.4 acres of land to the said tie lines, be the same more or less.

Being all that certain lot, piece, parcel or tract of land denoted as Parcel No. 12-S of the Public Lands Survey of 1977, the plot of which is recorded in the aforesaid Office of the Recorder of Deeds in Plot Book 16, Pages 99 to 101 inclusive, and the description of said parcel being of record in the aforesaid Office of the Recorder of Deeds in Deed Book 934, Pages 320-321; said parcel purports to contain within the foregoing metes and bounds description Parcel No. 2 of that certain Quitclaim Deed of Mary A. S. Lighthipe to William P. Short, Jr. as recorded in the aforesaid Office of the Recorder of Deeds in Deed Book 1232, Page 188 and furthermore purports to contain the Public Lands of the State of Delaware as claimed by William P. Short, Jr. by the recordation of the survey plot prepared by Purdam & Jeschke as recorded in the aforesaid Office of the Recorder of Deeds in Plot Book 21, Page 100.

PARCEL NO. 4:

ALL THAT CERTAIN parcel of land containing a portion of State of Delaware Public Lands known as Parcel No. 5-S, located on the westerly side of Delaware Route No. 1 (formerly Route No. 14), and on the easterly side of Beach Cove, Baltimore Hundred, Sussex County, Delaware, in accordance with a survey dated February 1, 1978 made and prepared by VanDeMark & Lynch, Inc., Surveyors of Wilmington, Delaware:

BEGINNING at Public Lands Monument S56 on the westerly right of way line of Delaware Route No. 1 (at 150 feet wide) (formerly Route No. 14), a corner for lands now or formerly of Sea & Pines, Inc., said point also being distant by the two following described tie lines from Delaware Coast Storm Protection survey control monument #12: (1) South 03 degrees 55 minutes 41 seconds East, 2,566.76 feet to a point; and (2) South 85 degrees 46 minutes 40 seconds West, 140.08 feet to the said point of Beginning; thence from the said point of Beginning and along the northwesterly line of said lands now or formerly of Sea & Pines, Inc., South 85 degrees 46 minutes 40 seconds West, 334.80 feet to Public Lands Monument S57 in the low water line of Beach Cove; thence thereby in a generally northeasterly direction by the various meanderings thereof 360± feet to a point, a corner for lands now or formerly of John C. Massey, et ux, said point being distant by a tie line of North 05 degrees 38 minutes 44 seconds East, 329.21 feet from the last described point; thence along the southeasterly line of said lands now or formerly of John C. Massey, et ux, North 88 degrees 23 minutes 40 seconds East, 290.00± feet to Public Lands Monument S59 on the said westerly right of way line of Delaware Route No. 1, said course crossing Public Lands Monument S58, measured southwesterly at a distance

of 276.92 feet from said Monument S59; thence thereby the two following described courses and distances: (1) South 02 degrees 03 minutes 40 seconds East, 191.34 feet to a point of curvature; and (2) southeasterly along a curve to the left, having a radius of 17,263.74, and arc length of 119.97 feet to said Public Lands Monument S56 and the said point and place of Beginning, said point being distant by a chord of South 02 degrees 15 minutes 40 seconds East, 119.97 feet from the last described point and containing within such metes and bounds 2.3 acres of land to the said tie line be the same more or less.

Being all that certain lot, piece, parcel or tract of land denoted as parcel No. 5-S of the Public Lands Survey of 1977, the plot of which is recorded in the aforesaid Office of the Recorder of Deeds Plot Book 16, Page 100, and the description of said parcel being of record in the aforesaid Office of the Recorder of Deeds in Deed Book 934, Page 311; said parcel purports to contain within the foregoing metes and bounds Parcel No. 3 of that certain Quitclaim Deed of Mary A. S. Lighthipe to William P. Short, Jr. as recorded in the aforesaid Office of the Recorder of Deeds in Deed Book 1232, Page 118.

AND BEING the same lands conveyed unto the The Nature Conservancy, a non-profit organization incorporated under the laws of the District of Columbia, by deed of William P. Short, Jr. and Mary E. Short, his wife, dated May 29, 1992, and of record in the aforesaid Office of the Recorder of Deeds in Deed Book 1857, Page 73.

IN WITNESS WHEREOF, the said THE NATURE CONSERVANCY, a non-profit organization as aforesaid, hath caused this document to be executed this 12 day of JUNE, A.D. 1992.

In the Presence of:

(witness) PHILIP TABAS

(witness) Natalie D. Nguyen

THE NATURE CONSERVANCY

BY: Bruce R. Runnels
Vice-President BRUCE R. RUNNELS

ATTEST: Hans P. Birle
Assistant Secretary HANS P. BIRLE

Abutters Lists

STATE OF)
) SS.:
COUNTY OF)

BE IT REMEMBERED, That on this 22nd day of June, one thousand nine hundred and ninety-two, personally came before me, the subscriber, a Notary Public for the State of ~~Delaware~~ Massachusetts, Bruce R. Runnels, Vice President of The Nature Conservancy, a non-profit organization as aforesaid, party to this indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said organization, that the signature of the Assistant Secretary thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said non-profit organization, and that this act of sealing, executing, acknowledging and delivering said indenture was duly authorized by said resolution of the Board of Directors of said non-profit organization.

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

Cindy D. Singer
Notary Public

CINDY D. SINGER
NOTARY PUBLIC
My Commission Expires ~~Oct. 17, 1991~~ 9/25/98

DOC. SURCHARGE PAID
92 JUL 10 PM 12:12
RECORDER OF DEEDS
SUSSEX COUNTY

PURCHASERS REPORT
MADE THIS DATE
JUL 13 1992
ASSESSMENT DIVISION
OF SUSSEX CTY.

[illegible] 116 W. Water Street Dover, Del 19901 7/31/92

Immediate Abutting Properties to 3R's Beach (Mailing Addresses)

Parcel #	Owners (Last, First)	Address	City	State	Zip Code
134-2.00-1.00	United States of America	Dept. of Interior	Washington	DC	20242
134-5.00-10.00	Lopez Alonso	15113 Calexico Lane	Dale City	VA	22193
134-5.00-11.00	Kelso Douglas A Claudia A	1415 John St	Baltimore	MD	21217
134-5.00-11.01	Gearhart William W JR	9917 Windy Hollow RD	Great Falls	VA	22066
134-5.00-118.00	Tower Shores Beach AssociationCarey Horch	5 Crestview Circle	Wayne	PA	19087
134-5.00-12.00	Wetterlund Donna K O'Hara Wayne	39549 Dune Rd #40	Bethany Beach	DE	19930
134-5.00-13.00	VARRIALE ANTIMO	631 GENERAL WEEDON DR	Chester	PA	19382
134-5.00-14.00	O'BRIEN DENNIS P CATHERINE S	29380 KELLY LN	BETHANY BEACH	DE	19930
134-5.00-15.00	STUMPP SHERYL L FOR LIFE	8302 IPSWICH CT	PASADENA	MD	21122
134-5.00-16.00	DIGIOIA BARBARA J REVOCABLE TRUST	4307 SUNFLOWER DR	ROCKVILLE	MD	20853
134-5.00-17.00	MARCOTTE KATHERINE A REVOCABLE	9313 EDGEWOOD COURT	GAITHERSBURG	MD	20877
134-5.00-18.00	SARJI JOSEPH NAWAL SARJI	5286 ELLICOTT DR	CENTREVILLE	VA	20120
134-5.00-19.00	Becker Frederick JR	4806 Reston Lane	Bowie	MD	20715
134-5.00-20.00	Lewis Steven G	1784 Lenape Unionville Rd	West Chester	PA	19382
134-5.00-21.00	Conway Candace A	9027 Georgia Ave	Silver Spring	MD	20910
134-5.00-22.00	Olsson Margaret Jeanne L Olsson	3604 Briars Rd	Brookeville	MD	20833
134-5.00-23.00	Crawford James B	15491 Turnberry Drive	Haymarket	VA	20169
134-5.00-24.00	Simeone Joseph J JR Claudia T	105 Harker Ave	Wilmington	DE	19803
134-5.00-25.00	Bates George P III	1003 Moorefield Hill GRV SW	Vienna	VA	22180
134-5.00-26.00	Kratz Jeffrey T	508 Rolling road	Baltimore	MD	21228
134-5.00-27.00	Leach David & Nancy M Leach	6871 Williamsburg Pond CT	Falls Church	VA	22043
134-5.00-28.00	Henkin Doron A	2306 Washington AVE	Chevy Chase	MD	20815
134-5.00-29.00	Digioia Peter J Barbara J	4307 Sunflower Drive	Rockville	MD	20853
134-5.00-3.00	Delaware State of	89 Kings Highway	Dover	DE	19901
134-5.00-30.00	Yalisove Edward S	644 Horeshoe Hill road	Hockessin	DE	19707
134-5.00-31.00	Daen Family Limited Liability Company	5301 Westbard Circle STE 4	Bethesda	MD	20816
134-5.00-32.00	Ocean Tide Properties LLC	919 N Market St STE 950	Wilmington	DE	19801
134-5.00-33.00	Cuddeback Margaret Trustee	5441 Marlin St	Rockville	MD	20853
134-5.00-34.00	Glasgow Brendan G Elizabeth	4213 Sandcastle LN	Olney	MD	20832
134-5.00-35.00	SPANGENBERG SCOTT A	12608 PENTENVILLE RD	Silver Spring	MD	20904

Immediate Abutting Properties to 3R's Beach (Mailing Addresses)

Parcel #	Owners (Last, First)	Address	City	State	Zip Code
134-5.00-36.00	ENGLISH SUSAN MOUNT TTEE OF SUSAN	3133 CONNECTICUT AVE NW U	Washington	DC	20008
134-5.00-37.00	Castle Karen Ann	2804 FOUNTAIN GROVE TERR/	Olney	MD	20832
134-5.00-38.00	VALUCK THOMAS B TTEE OF REV LIV TR	2319 TURKEY POINT RD	Essex	MD	21221
134-5.00-4.00	Pios Bethany Lots LP	50 Applied Card Way	Glen Mills	PA	19342
134-5.00-5.00	Indian Harbor INC	RR 3 Box 298G	Fenwick Island	DE	19944
134-5.00-6.00	MANGINI GWENDOLINE B *FOR LIFE*	3177 ARIZONA WAY	Marcellus	NY	13108
134-5.00-63.00	Suatoni Raymond L	7371 Lakeshore Road	Clay	NY	13039
134-5.00-7.00	GNIAZDOWSKI ELLEN A ROBERT C	31263 RIVERWOOD RD	Millsboro	DE	19966
134-5.00-8.00	Buck William G JR Heather G	2519 Wilson BLVD	Arlington	VA	22201
134-5.00-9.00	SWOBODA KATHRIN E BARBARA MONIKA TT	3343 Stuyvesant PL NW	Washington	DC	20015

Immediate Abutting Properties to the Indian River Substation (Mailing Addresses)

Parcel #	Names (Last, First)	Address #	City	State	Zip Code
233-2.00-3.00	Indian River Power LLC	804 Carnegie Center	Princeton	NJ	08540
233-6.00-11.00	Indian River Power LLC	805 Carnegie Center	Princeton	NJ	08540
233-6.00-12.00	Indian River Power LLC	806 Carnegie Center	Princeton	NJ	08540
233-6.00-189.00	Gantz Kevin Eugene	2595 State Street	East Petersburg	PA	17520
233-6.00-201.00	Indian River Power LLC	805 Carnegie Center	Princeton	NJ	08540
233-6.00-7.00	Sandy Beach Property Owners	PO Box 433	Dagsboro	DE	19939
233-6.00-8.00	R & R Derrickson Limited Partnership	230 Sandy Beach Drive	Dagsboro	DE	19939
233-6.00-9.00	Indian River Power LLC	805 Carnegie Center	Princeton	NJ	08540

March 28, 2024

Matthew Jones
Section Manager
Division of Water – Wetlands and Waterways Section
Delaware Department of Natural Resources and Environmental Control
89 Kings Highway, Dover, DE 19901

Submitted Electronically

Re: Authorization of additional US Wind, Inc. representative for the purposes of the Wetlands Permit, Subaqueous Permit and Lease, and Water Quality Request

Dear Mr. Jones,

In relation to the Wetlands Permit, Subaqueous Permit and Lease, and Water Quality Request submitted by US Wind, Inc. (US Wind) to the Delaware Division of Natural Resources and Environmental Control (DNREC), please consider Laurie Jodziewicz, Senior Director of Environmental Affairs at US Wind as authorized to speak about or discuss US Wind's applications to DNREC. Laurie can be reached at l.jodziewicz@uswindinc.com or (410) 340-9428.

Sincerely,

Jeffrey Grybowski
Chief Executive Officer

cc: Laurie Jodziewicz, US Wind.