



STATE OF DELAWARE

**DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL**

**WETLANDS &
WATERWAYS
SECTION**

DIVISION OF WATER
RICHARDSON & ROBBINS BUILDING
89 KINGS HIGHWAY
DOVER, DELAWARE 19901

PHONE
(302) 739-9943

US Wind, Inc.
c/o: Jeffery Grybowski
401 E. Pratt Street Suite 1810
Baltimore, MD 21202
Tax Parcel: 233-2.00-2.01

Subaqueous Lands Lease: SL- 043/24
Associated Permits: SP-043/24, WE-043/24,
WQ-043/24
Date of Issuance: 1/8/2025
Expiration Date: 1/8/2045

SUBAQUEOUS LANDS LEASE GRANTED TO:

**US Wind, Inc.
c/o: Jeffery Grybowski**

OCCUPYING PUBLIC SUBAQUEOUS LANDS TOTALING:

330,320 square feet

LOCATED CHANNELWARD OF MEAN LOW WATER:

**In the Indian River Bay
Sussex County, DE**

The Department of Natural Resources and Environmental Control's Division of Water's Wetlands and Waterways Section ("the Department") hereby authorizes permission on this 8th day of January A.D. 2025, pursuant to the provisions of 7 Del. C. § 7205, and the Department's *Regulations Governing the Use of Subaqueous Lands*.

In accordance with the provisions of 7 Del. C. § 7205, and the *Department's Regulations Governing the Use of Subaqueous Lands*, and the special and general conditions described below, the above-mentioned Owner ("Lessee") is hereby authorized by the Department of Natural Resources and Environmental Control's Division of Water's Wetlands and Waterways Section ("the Department") to conduct a regulated activity in accordance with Lessee's approved subaqueous permit.

Pursuant to the provisions of 7 Del. C. § 7203, the Secretary of the Department of Natural Resources and Environmental Control finds that it is not contrary to the public interest if this project is approved subject to the terms and conditions herein set forth.

This Lease shall be continued for a period of 20 years, or so long as the conditions attached to the Lease are adhered to, whichever is the shorter in time. Upon the expiration of the term, this Lease shall expire and become null and void, unless prior thereto the lessee shall have applied for, and received, a renewal of this Lease. A renewal may be denied if the State determines that the Lease is no longer in the public interest.

This Lease is issued subject to the following Subaqueous Lands Lease General Conditions and Special Condition.

GENERAL CONDITIONS

1. The activities authorized herein shall be undertaken in accordance with the associated Subaqueous Lands Permit, General Lease conditions, the final stamped and approved plans, and with the information provided in the lease application.
2. The lessee has full knowledge of and has agreed to the terms and conditions of this lease.
3. Modifications to the project may require a supplemental approval from this office prior to the initiation of construction. A determination of the need for a supplemental approval will be made by this office pursuant to the lessee submitting written notification and revised plans indicating project changes. Failure to contact the Department prior to executing changes to the project shall constitute reason for this Lease being revoked.
4. The lessee shall protect and hold the State of Delaware harmless from any loss, cost or damage resulting from the activities authorized herein.
5. The lessee shall maintain all authorized structures and activities in a good and safe condition.
6. Any actions, operations or installations which are found by the Department to be contrary to the public interest may constitute reason for the discontinuance and/or removal of said action, operation or installation. Removal and restoration shall be at the expense of the lessee in accordance with the approved decommissioning plan.
7. This Lease may not be transferred without the prior written consent of the Department. Prior to the transfer, the lessee shall obtain the written consent of the Department to transfer the Lease.
8. This Lease does not authorize any future repairs below the water line other than those identified in Appendix B-I *Operations and Maintenance Plan – Delaware*. Any additions or modifications to the structures authorized herein may require separate written authorization from the Department of Natural Resources and Environmental Control.
9. Failure to comply with any of the terms or conditions of this Lease may result in enforcement action which could include the revocation of this Lease and subsequent restoration of the site to preconstruction conditions.

SPECIAL CONDITIONS

1. This Lease is granted for the purpose of occupying public subaqueous lands associated with the offshore wind energy facility infrastructure in the state-regulated portions of the Atlantic Ocean and Indian River Bay. Any other use without prior written approval shall constitute reason for this Lease being revoked.
2. The authorized area of transmission cables under public subaqueous lands is 330,320 linear feet of 12-inch diameter cable (330,320 square feet). In accordance with 68 Delaware Laws, Volume 1, Chapter 86, Section 14, the Lease is subject to an annual lease fee at a rate of \$2.00/linear foot of pipeline in public subaqueous lands. This amounts to a total of \$13,212,800.00 over the twenty-year term of this lease. During the term of this Lease, the lessee shall agree to pay the \$660,640.00 annual fee to the State of Delaware in September of each year or has the option of paying the total of \$13,212,800.00 as a lump sum upon first invoice.
3. DNREC personnel, or their authorized contractors, shall be allowed to plant, maintain, and/or harvest submerged aquatic vegetation along the cable corridor within the Indian River and Bay. Activities will be scheduled in coordination with the lessee.
4. Should cable protection be needed in the future, updated plans shall specify the extent (square footage), locations and water depth where the concrete mattresses will be required. If the placement of the mattresses would result in a reduced average water depth, the lessee shall provide approved signage, or other approved marking, in those areas. Furthermore, if cable protection is necessary, fees would be incurred in accordance with 68 Delaware Laws, Volume 1, Chapter 86, Section 14. The cable protection would be subject to a fee of \$1.00/square foot/year.
5. Decommissioning:
 - a. The commitments expressed in the attached decommissioning plan titled "*Decommissioning Plan-Delaware-US Wind, Inc.*" dated October 2024 are adequate from a conceptual standpoint. As stated in that plan, a detailed decommissioning work scope shall be submitted for DNREC approval prior to commencing any decommissioning activities.
 - b. As stated in the *Decommissioning Plan-Delaware*, US Wind Inc. will establish an appropriate financial assurance, such as a bond, to pay for removal of elements in the plan should US Wind Inc. be unable to remove the facilities in the future. The bond or similar mechanism shall be established 180 days prior to the start of construction activities in Delaware waters.
6. Monitoring and Emergency Response:
 - a. In the event of an emergency, actions for response shall be in accordance with the attached DNREC-approved "*Emergency Response Plan (ERP)-Delaware Version 1a*" dated October 7, 2024.
 - b. All construction activities shall be monitored in accordance with the attached DNREC-approved "*Maryland Offshore Wind Project-Monitoring Plan-Delaware*" dated October 2024 and revised November 2024. Prior to initiation of construction activities, a detailed turbidity monitoring plan, submitted for DNREC approval, will

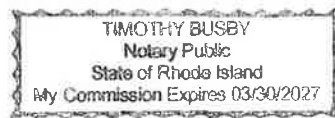
be required that identifies sampling/monitoring locations, sampling schedules, analytical parameters, standard operating procedures, etc.

- c. In addition to the baseline Electromagnetic Field (EMF) monitoring specified in the plan, EMF monitoring along the cable routes shall occur at future times when the energy being produced equals 25%, 50% and 100% of the project's peak operating capacity.
- d. In addition to the non-routine operating procedures specified in the monitoring plan, DNREC may require a survey of cable burial depths in the aftermath of significant coastal storm events (e.g. hurricanes, named storms, nor'easters, etc.). These requests will be provided to US Wind Inc. in a timely fashion and a schedule and scope for those assessments will be agreed to, in writing, prior to performance.

7. Mitigation:

- a. Compensatory mitigation for the associated impacts to public subaqueous lands and the use thereof shall be provided in accordance with the attached DNREC-approved "*Maryland Offshore Wind Project-Mitigation Plan-Delaware*" dated October 2024. The mitigation plan commitments will become effective 180 days prior to the start of construction activities in Delaware waters.

IN WITNESS WHEREOF, I, Jeffrey Grybowski, have caused this instrument to be executed on this 10th day of December, 2024.



By: [Signature]
US Wind, Inc.

Sworn and Subscribed before me on
This 10th day of December, 2024.

(Notary Seal)

[Signature]
Notary

IN WITNESS WHEREOF, I, Shawn M. Garvin, Secretary of the Department of Natural Resources and Environmental Control, have hereunto set my hand this 3rd day of January, 2025.

[Signature]
Shawn M. Garvin, Secretary
Department of Natural Resources and Environmental Control