

2.0 TITLE, RIGHT OR INTEREST

The Applicant has an Option to Lease Real Estate Agreement with Elliott Jordan & Son, Inc. (Jordan) for a 1,115-acre parcel in Township 16 MD. The Option Agreement with Jordan was executed by Next Phase Energy Services, LLC in April of 2017 and has since been assigned to the Applicant. All infrastructure associated with the project, including the solar panels, underground collection, access roads, and substation will be located within the parcel.

Exhibit 2-1 includes the supporting documents for the referenced Option Agreement, Assignment & Assumption, and Parcel Deed. Exhibit 2-2 includes the signed LUPC rezoning petition.

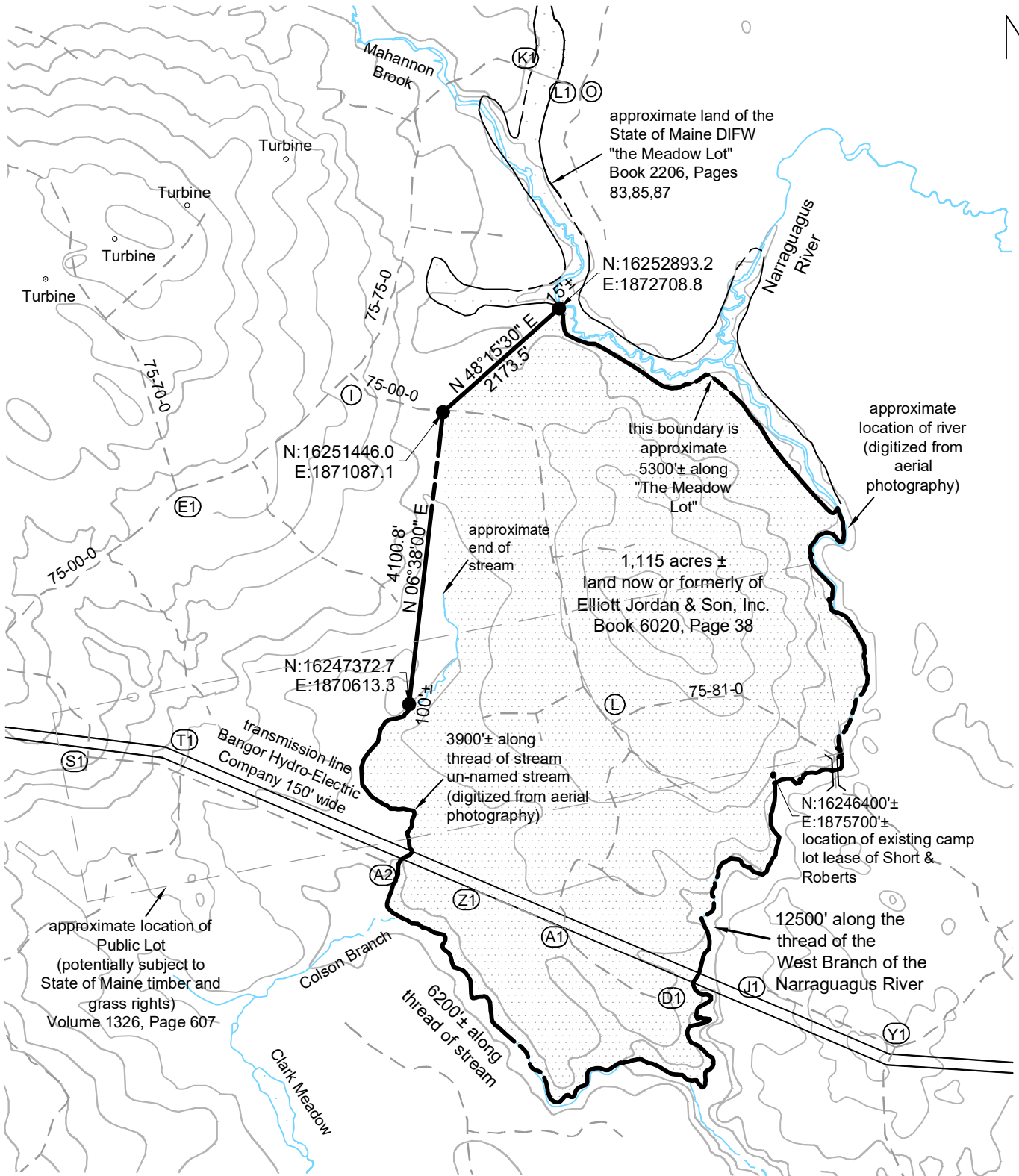
Exhibit 2-1

Title, Right or Interest Support

NOTES

(1) Documents referenced on this Exhibit are recorded in the Hancock County Registry of Deeds.

GRID NORTH

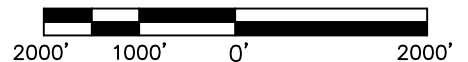


LEGEND

- GRAVEL ROADS
- PROPERTY LINE / RIGHT OF WAY LINE

Exhibit A
 Elliott Jordan & Son, Inc.
 property
 Book 6020, Page 38
 T16 MD, Maine

SCALE: 1" = 2000'



QUITCLAIM DEED WITH COVENANT

LAKEVILLE SHORES, INC., a Maine corporation, with a mailing address of P.O. Box 96, Winn, Maine, 04495 ("Grantor"), for consideration paid, grants to **ELLIOTT JORDAN & SON, INC.**, a Maine corporation, with a mailing address of 382nd Cave Hill Road, Waltham, Maine, 04605 ("Grantee"), with Quitclaim Covenant, the land, together with any improvements thereon, in **T16 M.D., Hancock County, Maine**, bounded and described as follows:

SEE EXHIBIT A ATTACHED HERETO

Meaning and intending to convey a portion of the premises described in the quit-claim deed with covenant from Five Islands Land Corporation and Herbert C. Haynes, Inc., a/k/a H. C. Haynes, Inc., to Lakeville Shores, Inc., dated February 18, 2009 and recorded in Book 5141, Page 309 of the Hancock County Registry of Deeds.


This deed shall be construed according to the laws of the State of Maine.

Herbert C. Haynes, Inc., Grantor in the Easement to Lakeville Shores, Inc., dated January 6, 2011 and recorded in the Hancock County Registry of Deeds in Book 5555, Page 205, hereby joins in this deed for the purpose of acknowledging and consenting to the inclusion of the rights and easements set forth in said Easement as part of the easement interests conveyed herein.

IN WITNESS WHEREOF, Lakeville Shores, Inc., and Herbert C. Haynes, Inc., have caused this instrument to be executed by their representatives, hereunto duly authorized, as of the 11 day of April, 2013.

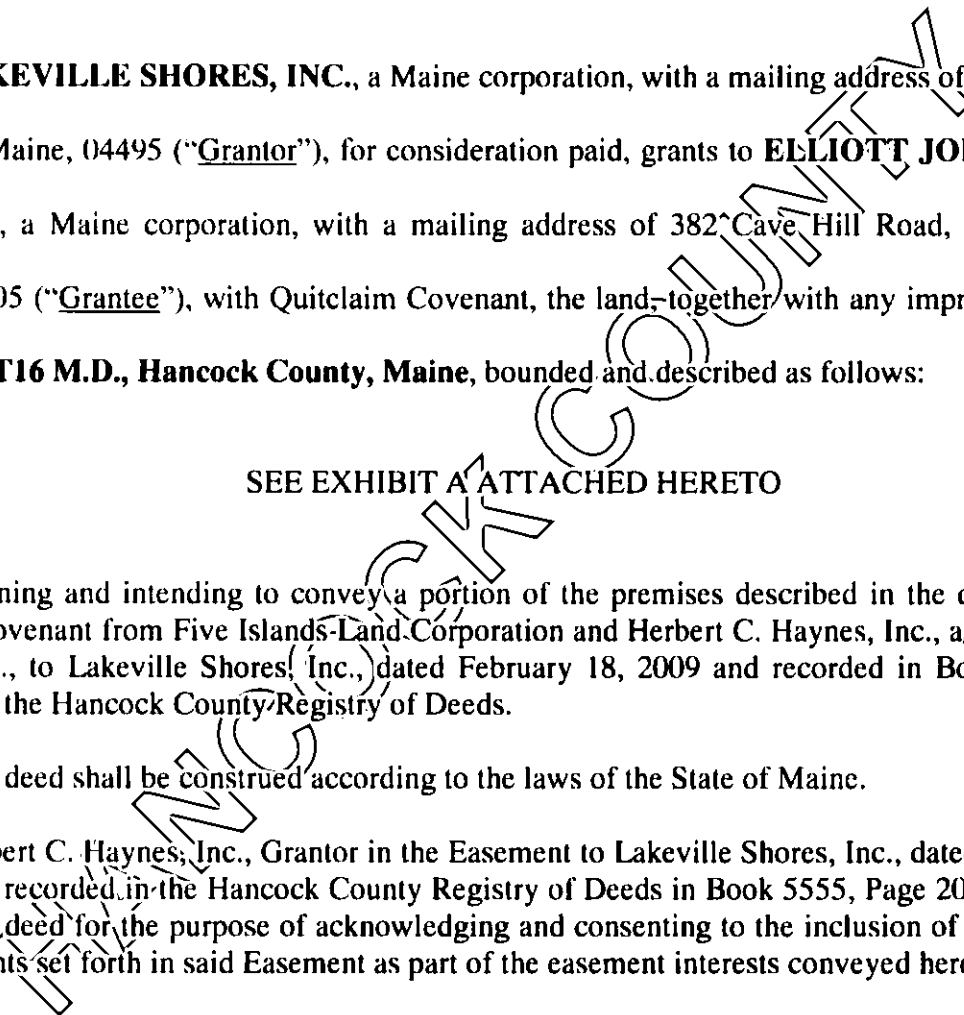
WITNESS:

LAKEVILLE SHORES, INC.

By: 
HERBERT C. HAYNES JR.
Its President



MAINE REAL ESTATE
TRANSFER TAX PAID



STATE OF MAINE
COUNTY OF PENOBSCOT

April 11, 2013

Then personally appeared the above-named Herbert C. Haynes, Jr., President of Lakeville Shores, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Corporation.

Before me,

Kimberly J. Downs
NOTARY PUBLIC ATTORNEY AT LAW
KIMBERLY J. DOWNS
MY COMMISSION EXPIRES JULY 9, 2014
TYPE OR PRINT NAME AS WRITTEN

SEAL

WITNESS:

HERBERT C. HAYNES, INC.

By: *Herbert C. Haynes, Jr.*
HERBERT C. HAYNES, JR.
Its President

STATE OF MAINE
COUNTY OF PENOBSCOT

April 11, 2013

Then personally appeared the above-named Herbert C. Haynes, Jr., President of Herbert C. Haynes, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Corporation.

Before me,

Kimberly J. Downs
NOTARY PUBLIC ATTORNEY AT LAW
KIMBERLY J. DOWNS
MY COMMISSION EXPIRES JULY 9, 2014
TYPE OR PRINT NAME AS WRITTEN

SEAL

HANCOCK

EXHIBIT A

The land, together with any improvements thereon, in T16 MD, Hancock County, Maine, bounded and described as follows:

That tract or parcel of land consisting of 1,115 acres of land, more or less, and depicted as "land to be conveyed to Elliott Jordan & Son, Inc. 1115 acres ±" on a plan prepared by Plisga & Day Land Surveyors entitled "Boundary Survey of a 1,115 acre lot within the property of Lakeville Shores, Inc.", dated April 9, 2013, and recorded in the Hancock County Registry of Deeds in File 41, No. 145,

Grantor and Grantee acknowledge that this conveyance is exempt from subdivision review from the Maine Land Use Planning Commission and such exemption has been documented by the Commission's Advisory Ruling AR 13-4 dated March 26, 2013. Grantee, by acceptance of this deed, covenants and agrees that the tract conveyed herein shall be managed solely for forest management, agricultural management or conservation of natural resources unless and until any change of use is approved by the Maine Land Use Planning Commission, or any successor agency which succeeds to the Commission's land use jurisdiction over the parcel, or approval from the Commission for a change of use is not required under Maine law, or the Commission's rules and regulations. Grantee covenants and agrees to indemnify and hold Grantor and its successors and assigns harmless on account of any loss or harm incurred by Grantor or its successors and assigns by Grantee's failure to comply with this land use restriction.

Together with appurtenant easements and rights of way ("Easements and Rights of Way") over some of the roads depicted on above mentioned Plan and on another plan entitled "Bangor Hydro-Electric Company rights of way over the property of Lakeville Shores, Inc." prepared by Plisga & Day Land Surveyors dated December 21, 2012 and recorded in the Hancock County Registry of Deeds in File 41, No. 98.

Unless otherwise specified in the Easements and Rights of Way descriptions herein or on said Plans, the Easements and Rights of Way shall be sixty-six (66) feet in width and 33 feet on each side of the centerline of the existing travelled way of any road which is subject to the Easements and Rights of Way, reasonable deviations in the location of the Easements and Rights of Way being permitted in order to circumvent natural obstacles.

Grantor grants to Grantee appurtenant, nonexclusive Easements and Rights of Way for pedestrian and vehicular access to and from the conveyed property over the following roads as depicted the above mentioned Plans as follows:

Plan recorded in File 41, No. 98

(a) the road in T9 S.D., identified and depicted on said Plan as Point A to Point B and being the same rights conveyed in the Easement from Herbert C. Haynes, Inc., to Lakeville Shores, Inc., dated January 6, 2011 and recorded in said Registry in Book 5555, Page 205, subject to the terms and conditions set forth therein;

(b) an extension of the Molasses Pond, a/k/a Sugar Hill Road in Eastbrook from the termination of the public portion of said road to its intersection with the easterly line of the Town of Eastbrook identified and depicted on said Plan as Point A1 to Point Z to Point Q (segment A1 to Z being conveyed without covenant);

(c) road 73-00-0 located in the Town of Aurora leading from Route 9 southerly through Osborn and into T22 M.D. and identified and depicted on said Plan as Point F to Point E;

(d) roads 73-34-0 and 77-00-0 from T22 M.D. into T16 M.D. as identified and depicted on said Plan as Point E to Point D to Point Y;

(e) the roads located on the Grantor's property in T16 M.D. as identified and depicted on said Plan as:

- (i) Point B to Point P;
- (ii) Point Q to Point P;
- (iii) Point P to Point R to Point T to Point S to Point U to Point C;
- (iv) Point Y to Point W to Point C;
- (v) Point C to Point J to Point E1 to Point I;
- (vi) Point E1 to Point M1; and
- (vii) Point Q1 to Point N to Point M to Point W1 to Point X1.

Plan recorded in File 41, No. 98 and Plan recorded in File _____, No. _____

The roads as identified and depicted on said Plans as:

- (a) Point I on File 41, No. 98 to Point 1 on File 41, No. 145; and
- (b) Point X1 on File 41, No. 98 to Point 2 on File 41, No. 145.

EXCEPTING AND RESERVING to Lakeville Shores, Inc., its successors and assigns, appurtenant, nonexclusive Easements and Rights of Way for pedestrian and vehicular access for the benefit of its remaining land in T16 M.D., over the roads crossing the premises conveyed herein as identified and depicted on said Plan recorded in File 41, Page 145 as Point 2 to Point L to Point 1.

The property conveyed by this deed and the Easements and Rights of Way herein granted are to be used in common with the Grantor and others authorized to use said roads and are **SUBJECT TO** the conditions and restrictions contained in the following instruments:

(a) Easement from Herbert C. Haynes, Inc., to Lakeville Shores, Inc., dated January 6, 2011 and recorded in said Registry in Book 5555, Page 205.

(b) Quitclaim Deed with Covenant from SP Forests L.L.C. to H. C. Haynes, Inc., dated May 20, 2004 and recorded in said Registry in Book 3934, Page 127 and instruments referenced therein.

(c) Lease between Lakeville Shores, Inc., as Lessor and Blue Sky East, LLC as Lessee, a Memorandum of which is recorded in said Registry in Book 5523, Page 201 as amended by Supplemental Memorandum of Lease recorded in said Registry in Book 5701, Page 307 and Amendment to Amended and Restated Land Lease Agreement (Bull Hill) recorded in said Registry in Book 5793, Page 129.

(d) Lease between Lakeville Shores, Inc., as Lessor and Hancock Wind, LLC as Lessee, a Memorandum of which is recorded in said Registry in Book 5793, Page 270.

(e) Easement from Lakeville Shores, Inc., to Bangor Hydro Electric Company, dated October 19, 2011 and recorded in said Registry in Book 5706, Page 53.

(f) Access Easement (Bull Hill) from Lakeville Shores, Inc., to Blue Sky East, LLC dated April 2, 2012 and recorded in said Registry in Book 5793, Page 136.

(g) Property Easement (Bull Hill) from Lakeville Shores, Inc., to Blue Sky East, LLC dated April 2, 2012 and recorded in said Registry in Book 5793, Page 143.

(h) Easement Agreement between Lakeville Shores, Inc., Hancock Wind, LLC and Blue Sky East, LLC dated April 2, 2012 and recorded in said Registry in Book 5793, Page 276.

(i) Easement from Lakeville Shores, Inc., to Hancock County regarding a communications tower and access thereto dated September 21, 2012 and recorded in said Registry in Book 5908, Page 77.

(j) Easement Deed from Lakeville Shores, Inc., to Bangor Hydro Electric Company recorded in said Registry in Book 5963, Page 78.

(k) Property Easement from Lakeville Shores, Inc., to Hancock Wind, LLC to be recorded in said Registry.

GENERAL PROVISIONS

By acceptance of this deed, Grantor and Grantee agree that the Easements and Rights of Way reserved and conveyed herein shall be **SUBJECT TO** the following conditions:

(1) Grantor, and its successors and assigns, including its lessees, reserve the right to enter and use the roads and land subject to the Easements and Rights of Way, in common with Grantee, for any lawful purpose without the prior consent of Grantee so long as such use does not unreasonably interfere with Grantee's use hereof. Any and all improvements constructed or installed by Grantee upon the roads and land subject to the Easements and Rights of Way shall be and remain the property of Grantor, subject to Grantee's right to use such improvements in common with Grantor and others with the right to use such property. As used herein, "improvements" shall not mean any existing or (future) electrical power distribution or transmission lines installed, owned, operated or maintained by the Grantee on the property benefitted by the Easements and Rights of Way. Grantee shall be responsible for property taxes, including tree growth withdrawal penalties based on Grantee's use of the property, that may be separately assessed on the property interest created by the Easements and Rights of Way and any improvements or personal property of Grantee located on thereon. Grantee's use of the Easements and Rights of Way shall at all times be conducted so as not to unreasonably interfere with Grantor's, or any other person's, lawful use of the Easements and Rights of Way nor materially interfere with the ordinary conduct of operations and management of Grantor's land, including the harvesting and removal of forest products and other materials therefrom. Grantee's use of the Easements and Rights of Way shall be subject to rules and regulations which are generally applicable to commercial users of Grantor's roads and easements, and may also include rules and regulations designed to protect the safe use and enjoyment of the Easements and Rights of Way by others who may be entitled to use the Easements and Rights of Way for commercial, residential, recreational, and other purposes provided that such rules and regulations and amendments are reasonable. Such rules and regulations may provide for seasonal and temporary road closures for construction and maintenance purposes, speed limits, and other safety or trucking restrictions. Grantor shall make commercially reasonable efforts to provide notice to Grantee of such rules and regulations. Grantee shall not be required to observe an amendment to a rule or regulation until ten (10) days after notice from Grantor that a rule or regulation has been amended.

(2) Grantee's use of the Easements and Rights of Way shall be at the sole risk of Grantee. Grantee agrees that Grantor shall not be liable to Grantee for any claims arising from use of the Easements and Rights of Way by Grantee, its employees, agents, contractors, subcontractors, and their respective heirs, successors and assigns, including but not limited to claims for personal injury, death, damage to property or loss of business, except to the extent such damage is caused by gross negligence or the willful misconduct of Grantor, or Grantor's agents, contractors or employees.

(3) The Grantee, its successors and assigns shall have the following rights in common with the Grantor and others entitled thereto (subject to compliance with applicable laws, ordinances and regulations by the Grantee, its successors and assigns):

(a) the right to construct, improve, maintain, repair and reconstruct, any and all roads which are subject to the Easements and Rights of Way hereby conveyed, together with such ditches, culverts, bridges and other structures within the area of the Easements and Rights of Way as may be necessary or convenient in such construction, improvement, maintenance, repair or reconstruction provided that Grantee, its successors and assigns shall not be obligated to construct, improve, maintain, repair or reconstruct any road except as is specifically provided for herein; and

(b) the right to flow water from any road from ditches and culverts onto lands of the Grantor, provided that such right to flow does not unreasonably interfere with the use and enjoyment of such lands by the Grantor, its successors and assigns.

(4) Except as provided below, Grantor shall be under no obligation to maintain or improve the roads, or the improvements of Grantee, or to share in the costs of any improvements of Grantee (unless otherwise agreed in writing by the parties). When any road subject to the Easements and Rights of Way, or portions of such road, are being used by any one of the Grantor or the Grantee, and is not being used concurrently by any other party, then the user shall, during its sole use of any such road, or portions thereof so used, have no claim against any other party for contribution toward maintenance costs, unless otherwise agreed in writing by the parties. However, nothing in the above reduces the obligation of the party using the Easements and Rights of Way, to ensure that the condition of the road and improvements at the completion of such use is equal to or better than when such use commenced or to any other specifications that Grantor and Grantee have agreed to in writing.

When any road subject to the Easements and Rights of Way, or portions of such road, are being used by any one or more of Grantor and the Grantee concurrently, the users shall be responsible to maintain the same with the maintenance costs for such concurrent use being apportioned between the parties (and other third party users) based on the respective use of the road subject to the Easements and Rights of Way, or based on some other mutually agreed upon formula or method of apportionment. None of the agreements herein relative to maintenance costs and shared capital expenses shall limit or modify any right of contribution the parties may have against third parties relative to such costs and expenses. Neither the Grantor nor Grantee shall be required to maintain any roads to any particular standard for the use of unauthorized third parties, and any maintenance undertaken by Grantor or Grantee shall be sufficient among the parties if it results in conditions meeting the generally accepted standard of the day, in the northeast, for private timberland management roads.

For the purposes of the foregoing, "maintenance" or "maintain" shall mean undertaking the work necessary to preserve or keep, as nearly as possible, the roads or portions thereof, road surfaces, bridges, culverts, ditches or other appurtenant facilities or structures in a condition providing satisfactory transportation for the permitted uses in compliance with all applicable laws and regulations, and "improvements" or "improve" shall mean the reconditioning or

replacing of any existing road, bridge, culvert, ditch or other appurtenant facility or structure to a standard higher or greater than that prevailing as of the date of this Deed, or as subsequently improved.

Notwithstanding the foregoing, unless such undertaking is assumed by a party, neither Grantor nor Grantee shall be obligated under the above-stated maintenance obligations to undertake at such party's sole cost, significant repairs or replacement of bridges, culverts and structures, which are generally expected to have an extended useful life and likely to benefit all parties. The Grantor and Grantee and their successors and assigns, agree to negotiate in good faith to allocate shared costs of major capital improvements or repairs of bridges, culverts and other structures necessary for forest management purposes, unless any party opts to assume the entire costs of any such project. Negotiated cost allocations may be based upon the respective use of the road by the parties, including volume of products and distances hauled on the Right of Way, or on some other mutually agreed upon formula or method of apportionment, taking into account the burden of use by third parties which is not the responsibility of any party to this Agreement.

(5) Grantee will not suffer or permit any mechanic's or materialman's lien to be filed against the land of Grantor, for or purporting to be for, labor and materials supplied to, or at the instance of, or for the benefit of, Grantee or any contractor or subcontractor employed, or claiming to be employed by Grantee.

(6) All improvements constructed by Grantee will be constructed, kept and maintained in compliance with all applicable laws, rules and ordinances, at the expense of Grantee.

(7) All work done shall be performed with reasonable dispatch until fully completed, and Grantee shall promptly clean up and restore all portions of Grantor's land altered or damaged in connection with Grantee's construction, maintenance and repair to the same condition as it exists on the date hereof.

(8) Grantor shall retain title to all merchantable timber and forest products within the herein granted Easements and Rights of Way and Grantee will not remove merchantable timber or other forest products severed from the herein granted Easements and Rights of Way without the prior written agreement of Grantor.

(9) Grantor has the exclusive right to close, gate, lock or otherwise restrict access along or through the roads subject to the Easements and Rights of Way. In the event Grantor restricts access, Grantor agrees to provide Grantee and its assigns reasonable means (such as a key or lock combination) to pass through the restricted access point. Unless otherwise instructed by Grantor, Grantee agrees the gate or other barriers utilized to restrict access shall remain closed and locked when the Easements and Rights of Way are not in use by the Grantee, and shall be opened only for a period of time necessary to permit passage.

(10) Grantor reserves the right for itself, its invitees, employees, lessees, permittees, successors and assigns to cross and use the said Easements and Rights of Way for access and utility services to other lands of Grantor, and such uses shall be located so as to not materially interfere with Grantee's exercise of rights hereunder.

(11) Grantor further reserves the right to relocate, repair, reconstruct or improve and maintain the roadways to the extent that Grantor may deem appropriate, and in such case the right as needed to interrupt traffic to accomplish such purposes. Nothing herein shall restrict the Grantor's right to relocate the Easements and Rights of Way or portions thereof provided that the Easements and Rights of Way shall apply to the road or portions thereof as they may be relocated from time to time.

(12) Grantee shall at all times conduct its activities on and around the roads and land subject to this Easements and Rights of Way (including, without limitation, the cutting and removal of trees, vegetation and other undergrowth) in full compliance with all applicable federal, state and local laws and regulations and with any such governmental approvals. Without limiting the generality of the foregoing, Grantee shall not cause or permit any hazardous materials to be unlawfully released or disposed of at, or near the roads and land subject to this Easements and Rights of Way, and in the event of any unlawful release or disposal by Grantee of any hazardous materials within or near the roads and land subject to this Easements and Rights of Way, Grantee shall promptly clean up and remove the same at its cost in accordance with all applicable laws, rules and regulations of any government, authority, agency, commission, or regulatory body having jurisdiction over the same.

(13) The failure of either party to exercise any rights herein conveyed or reserved in any single instance shall not be considered a waiver of such rights and shall not bar either Grantor or Grantee from exercising any such rights, or if necessary, seeking an appropriate remedy in conjunction with such rights.

(14) The rights, title and privileges herein granted or reserved shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. The Easements and Rights of Way granted under this Deed are to run with the land owned by the Grantee as specified above, and may not be assigned, except as part of a conveyance or lease, by whatever means, of all or any portion of the real estate now benefited by this Deed, without the express written consent of Grantor, its successors or assigns. Such consent shall not be required in the event of a merger of Grantee with another entity or in the event of acquisition by the Grantee of another entity.

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Tx:4022654

MEMORANDUM OF LEASE OPTION AGREEMENT

- 1. Grantor: **ELLIOTT JORDAN & SON, INC.**
382 Cave Hill Road, Waltham, Maine 04605
381 DHJ
- 2. Optionee: **NEXT PHASE ENERGY SERVICES, LLC**
143 Highland Shores Road, Casco, Maine 04015
- 3. Effective Date of Option: April 15, 2017
- 4. Description of Option Property: Certain real property located in Township 16 MD, Hancock County, Maine, being approximately 1,115 acres and more particularly described in the deed to Grantor recorded at the Hancock County Registry of Deeds in Book 6020, Page 38, generally shown on the attached EXHIBIT A.
- 5. Term of Option: Expires March 31, 2019
DHJ

25th IN WITNESS WHEREOF, the undersigned have² executed this Memorandum as of this day of April, 2017.

ELLIOTT JORDAN & SON, INC.

Lisa R. Folmer
Witness

By: Duane Jordan
Duane Jordan
President

STATE OF MAINE
COUNTY OF Hancock

The foregoing instrument was acknowledged before me this 25th day of April, 2017, by Duane Jordan, as President of Elliott Jordan & Son, Inc., a Maine corporation, on behalf of the corporation.

Suellen D Speed
Notary Public

Printed Name: **SUELLEN D SPEED**
NOTARY PUBLIC - MAINE
My Commission Expires **FEBRUARY 12, 2023**



Date: April 15, 2017

OPTION TO LEASE REAL ESTATE

- A. Option: **ELLIOTT JORDAN & SON, INC.**, a Maine corporation with a mailing address of 387 Cave Hill Road, Waltham, Maine 04605 ("Grantor"), hereby grants to **NEXT PHASE ENERGY SERVICES, LLC**, a Maine limited liability company with a mailing address of 143 Highland Shores Road, Casco, Maine 04015 ("Optionee"), the exclusive, irrevocable right for a period ending at 5:00 pm, March 31, 2019 (the "Option Period") to lease certain real property located in Township 16 MD, Hancock County, Maine, being approximately 1,115 acres and more particularly described in the deed to Grantor recorded at the Hancock County Registry of Deeds in Book 6020, Page 38 (the "Property"). Any extension of the Option Period must be agreed upon in writing by Grantor and Optionee, for such Option Consideration payable by Optionee as may be agreed upon by the parties.
- B. Lease: If this Option is exercised, the parties shall negotiate in good faith a ground lease agreement for the Property (the "Lease") for Optionee to develop, construct and operate a solar energy electric generating facility (the "Project"), with the following terms:
- i. Initial Lease Term: Initial development period will be five (5) years commencing on the Lease execution date, plus an option to extend the development period for two (2) additional two (2) year terms (the "Development Term"). Once the Project is constructed, the lease term shall be thirty-five (35) years from the commercial operation date (the "Initial Lease Term").
 - ii. Leased Premises: Promptly after the commercial operation date, lease to be amended to reduce the leasehold interest in the Property to a contiguous leasehold area which is necessary for the Project, as reasonably determined by Optionee and as set forth on a survey plan commissioned by Optionee. The Leased Premises shall include all lands on which Optionee has constructed improvements together with lands which are subject to easements or other rights benefitting the Optionee (including restrictive easements for light or access) and lands which are either taken out of production for use as blueberry or forest lands or otherwise subject to land use restrictions as a result of the Optionee development. Property not within the Leasehold Premises shall be returned to a condition same/similar to that at the time the Option was exercised.
 - iii. Development Term Rent: \$10,000.00 annually.
 - iv. Land Conversion Payment: One-time payment of \$1,500/acre of estimated Leased Premises (based upon approved site plan for the Project), payable upon commencement of construction of foundations for Project.
 - v. Annual Rent after commercial operation date: \$1,000/acre of Leased Premises, increased annually based upon the Consumer Price Index for All Urban Consumers (not seasonally adjusted, U.S. City average, all items, base period 1982-94 = 100) as published by the U.S. Bureau of Labor Statistics ("CPI").

- vi. **Renewal Term:** One 25-year Lease renewal term, to commence immediately following the Initial Lease Term, if exercised by Tenant. Annual Rent for first lease year of the renewal term (if exercised) shall be determined by an appraisal, with CPI increases for each subsequent lease year.
- vii. **Permitting; Termination:** During the Development Term, Optionee shall obtain any permits and approvals required for the Project ("Governmental Approvals"). In the event that (a) any such Governmental Approvals are denied, (b) any such Governmental Approvals issued to Optionee are canceled, expire, lapse or are otherwise withdrawn or terminated by the appropriate governmental authority, or (c) Optionee determines during the Development Term, in its sole discretion, that it will not move ahead with the Project, Optionee shall have the right to terminate this Agreement, in which event Grantor shall retain all rent and other payments previously made by Optionee.
- viii. **Taxes:** Optionee will be responsible for all property taxes and assessments applicable to Optionee's improvements constructed on the Leased Premises, or resulting solely from Optionee's use of the Leased Premises, including any penalty and fees arising from withdrawal of the Leased Premises (or any portion thereof) from its current tax classification (i.e. open space or tree growth) and/or its change of use. Except as set forth above, Grantor shall be responsible for timely payment of all property taxes assessed in connection with the Property.
- ix. **Optionee's Improvements:** Prior to the filing or submission of any application for any Governmental Approvals that have a bearing on the location of improvements for the Project, Grantee shall provide Grantor copies of all such applications. Optionee shall have the right, at its own cost and expense, to construct within the Leased Premises the improvements permitted by the Governmental Approvals, and to perform the reasonable work related thereto which is deemed by Optionee to be necessary or desirable for the Project, including (without limitation): grading, leveling and filling the land, clearing and removing trees and shrubs, and installing foundations and roadways (the "Site Preparation Work"); and installing solar arrays and related utilities, hardware and equipment; provided all of the foregoing are done in connection with the Project. Grantor shall have a right of first refusal to perform all Site Preparation Work necessary for initial installation of the Project. Optionee shall have the right to repair, replace, remove, add or otherwise modify its equipment or any portion thereof during the term of the Lease.
- x. **Financing and Assignment:** The holder of any mortgage or other security interest granted by Grantor after the effective date of the Lease that encumbers the Property shall recognize the validity of the Lease, by non-disturbance agreement satisfactory to Grantor's mortgagee, Optionee and any financing party for the Project. In the event any portion of the Property is encumbered by a mortgage or other security interest on the effective date or on the date of recording of the Lease, Grantor shall promptly obtain and provide to Optionee a non-disturbance agreement for each such mortgage or other security interest in recordable form. Any such non-disturbance agreement shall include provisions to the effect that:

- (i) in the event of foreclosure, sale pursuant to a foreclosure, or other action taken under the mortgage by the holder(s) thereof, the Lease and the rights and privileges of Optionee thereunder shall not be interrupted or disturbed but shall continue in full force and effect subject, however, to the provisions of the Lease concerning Optionee defaults;
- (ii) in the event the improvements upon the Leased Premises shall be damaged or destroyed by fire or other casualty, or if a portion of the Leased Premises shall be taken by or under threat of eminent domain proceedings, all insurance proceeds and/or condemnation awards paid by reason of such damage, destruction or taking of Project improvements shall be paid and applied in accordance with the provisions of the Lease; and
- (iii) the right of Optionee to construct improvements upon the Leased Premises shall be governed by the applicable provisions of the Lease and not by the provisions of the mortgage.

Optionee also shall have the right, without Grantor's consent, to assign its rights in the Lease or sublease all or a portion of the Property, provided that (a) Optionee notifies Grantor of any such assignment, and (b) the assignee expressly assumes in writing the obligations of Optionee under the Lease. No assignment shall release the Optionee of its obligations, except following a release executed by Grantor, which shall not be unreasonably withheld, conditioned or delayed so long as the assignee has the financial capacity to meet the obligations of Optionee under the Lease.

- xi. Right of First Refusal; Transfers by Grantor: During the term of the Lease as it may be extended, Grantor shall have the right to offer the Property for sale to third parties subject to the provisions of the Lease, and in such event Grantor hereby agrees to notify Optionee of the proposed price and terms of sale. Optionee shall then have the right, by written notice to Grantor within fifteen (15) business days thereafter, to purchase the Property at the price and terms specified, in which event a closing on the sale to Optionee shall occur within forty-five (45) days after Optionee's exercise of its right to purchase and otherwise in accordance with the terms and conditions of the offer made by the third party. The right of first refusal shall not be applicable to any foreclosure sale or deed in lieu of foreclosure but shall continue to encumber the Property following such foreclosure sale or deed in lieu of foreclosure, and Optionee and any Grantor mortgagee agree to execute a new Lease, on the same terms, following any foreclosure and if requested by Optionee to evidence the continuation of the Lease and right of first refusal. Provided, however, if Optionee does not exercise such right to purchase, Grantor may transfer its interests in the Property to a third party upon the same price and materially the same terms of sale offered to Optionee, without Optionee's consent, provided that (a) Grantor notifies Optionee of any such transfer, and (b) the transferee expressly assumes in writing the obligations of Grantor under the Lease but free and clear of the Right of First Refusal.
- xii. Each party agrees to indemnify and hold harmless the other against any claim of liability or loss from personal injury or property damage (excluding consequential damages) arising in connection with the use of the Property to the extent caused by the negligence of the indemnifying party, its employees, agents, contractors and consultants

- xiii. Grantor reserves the right to make use of the Property for any other purpose, except for development of a solar energy electric generating facility, provided that such use shall not interfere (as reasonably determined by Optionee) with the Project or the use, utility or exercise of the rights granted to Optionee under the Lease.

If Optionee elects to exercise this Option to lease the Property, such election shall be made by written notice to the above address given prior to the expiration of the Option Period as it may have been extended; provided, however, that in no event may this Option be exercised (1) prior to April 20, 2018; or (2) before Optionee shall have obtained an Advisory Ruling by the Maine Land Use Planning Commission (“LUPC”), or other writing by LUPC acceptable to the parties, indicating that the Lease will not create a subdivision under LUPC rules. At all times during the Option Period and before execution of the Lease, it is understood that Grantor will continue its agricultural or forest management activities at the Property. No Option Consideration paid shall be credited against the rent payable under the Lease. If Optionee does not exercise this Option, Grantor shall retain any Option Consideration paid. The parties agree to negotiate in good faith on a final form of the Lease prior to Optionee’s exercise of the Option, and within sixty (60) days of the date of this Option, but no failure to agree on such a final form shall affect the validity of this Option. If Optionee exercises this Option, but the parties have not yet agreed upon the final form of the Lease and are not able to agree upon the final terms of the Lease (consistent with the terms hereinbefore set forth) within ninety (90) days after Grantor’s receipt of Optionee’s notice of exercise, then Grantor and Optionee shall jointly pay for mediation, with agreement to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences on the final Lease terms. If, after completion of any such mediation the parties remain unable to agree upon the final terms of the Lease (consistent with the terms hereinbefore set forth), Grantor shall promptly return to Optionee any Option Consideration paid by Optionee, in which case this Option Agreement shall be canceled and terminated, and the parties shall be relieved of all duties and obligations hereunder.

- C. Inspections: Grantor shall make available to Optionee copies of all documents, reports, surveys, title policies or reports, and tenancy agreements as may exist with respect to the Property, its history and/or use, within five (5) business days after execution of this Option. Optionee and its representatives shall be permitted to visit the Property site on any number of occasions during the Option Period upon reasonable advance notice to Grantor, and to conduct any reasonable studies that Optionee determines are necessary for the evaluation of the Property. The parties understand and acknowledge that the consummation of the transactions contemplated by this Option is subject to the results of such due diligence process. All information, studies, reports and business documents relating to the Property obtained by Optionee, either by examination of its agents or representatives, or observation, or disclosed to it by Grantor, shall remain confidential. If the transaction contemplated herein fails to close for any reason, Optionee shall deliver to Grantor, at no cost to Grantor, copies of all such information, reports, studies and business documents, and Optionee shall make no further distributions or disclosures of any such information, reports, studies and business documents.
- D. Governmental Approvals: Optionee is solely responsible for obtaining any and all permits and approvals in connection with this Option and, if exercised, the Lease. Grantor agrees to cooperate and join with Optionee or its designees, at no expense to Grantor, in obtaining any

Governmental Approvals or the like as Optionee deems necessary or desirable for the Project, at Optionee's expense.

- E. Closing: If Optionee elects to lease the Property, Grantor shall execute and deliver the mutually-agreeable Lease negotiated by the parties together with a memorandum of the Lease suitable for recording, demising good and marketable title to the Property, free and clear of all encumbrances (except all easements, covenants, restrictions and agreements of record that do not adversely affect Optionee's proposed construction and operation of the Project at the Property), liens, tenants and occupants, and possession shall be delivered to Optionee in accordance with the Lease. The execution and delivery of the Lease may occur after the Option Period so long as this Option shall have been exercised prior to the expiration of the Option Period. Grantor agrees to deliver such duly executed documents as are reasonably necessary to complete the closing on the Lease, including such customary and reasonable title affidavits regarding parties in possession and indemnities regarding mechanics' liens (arising from Grantor's activities only) as Optionee's title insurer may require in order to delete exceptions regarding such matters from its title insurance coverage, and such instruments as are necessary to discharge all mortgages, liens or other encumbrances or defects affecting the Property.
- F. Title: If title is not good and marketable or is not free and clear as aforesaid, Optionee shall notify Grantor of such fact and Grantor shall have a reasonable period of time, but in no event longer than sixty (60) days, during which period Grantor shall, at its expense, make reasonable efforts to cure the objectionable title defects to the reasonable satisfaction of counsel of Optionee. If Grantor fails to cure the objectionable title defects during said sixty (60) day period, Optionee may, at its option, either: (i) accept such title to the Property as Grantor may deliver without a reduction in the rent; or (ii) terminate this Option Agreement, in which case any Option Consideration paid shall be refunded to Optionee and this Option Agreement shall be canceled and terminated, and the parties shall be relieved of all duties and obligations hereunder. Grantor makes no representation or covenant as to title to the Property or its fitness for use in connection with the Grantor intended uses. Furthermore, the Property is subject to the restrictions and conditions set forth in the Quitclaim Deed with Covenant from Lakeville Shores, Inc. to Grantor, recorded on April 19, 2013 in the Hancock County Registry of Deeds, Book 6020, Page 38 (the "Restrictive Deed").
- G. Broker: The parties agree that no broker has been involved in this transaction, and each party agrees to indemnify, defend and hold the other harmless from and against any losses, damages, costs or expenses (including reasonable attorney's fees) that either party may suffer as a result of claims made or suits brought by any broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claims. This indemnity shall survive the closing and any termination of this Option Agreement.
- H. Ownership: Grantor represents that, to the best of Grantor's information and belief, Grantor is the owner of the Property in fee simple, subject to the easements and rights-of-way set forth in the Restrictive Deed, with the full right and authority to grant the Option described in this Option Agreement and, that there is no other option, contract or other right to purchase or lease the Property in existence. Grantor further agrees that while this Option Agreement is in effect, Grantor shall not grant or convey any easement, lease, license, permit, lien or any other legal or beneficial interest in or to or encumbering the Property, without the prior written consent of Optionee; provided, however, that Grantor may mortgage the Property to an institutional lender provided that such lender agrees to provide an agreement to Optionee, specifying that the Lease

shall continue, and be recognized and not disturbed, in accordance with subparagraph B.x above, should the parties enter into the Lease.

- I. **Exclusive Right to Lease:** Upon the execution of this Option until the termination of the later of (i) the termination of this Option, or (ii) the execution of the Lease, Grantor shall refrain from taking any action of any kind to solicit or entertain offers to sell or purchase, or lease, the Property, or any part thereof, to any person or entity for purposes of developing a Project, or any other activity that is likely to interfere with the development, construction and operation of the Project by Optionee.
- J. **Nondisclosure:** Grantor shall not disclose the business terms of this Option Agreement to any third party or entity, except Grantor's duly retained attorneys, accountants, real estate professionals, and State of Maine officials deemed appropriate.
- K. **Miscellaneous:** Grantor agrees to execute a memorandum of option with respect hereto in form suitable for recording purposes, which will include the terms, outlined herein except the Option Consideration and proposed Lease terms. All notices hereunder shall be in writing and shall be deemed given when a certified letter (return receipt requested) containing such notice, properly addressed to the party for which it is intended at the address first set forth above, is deposited in the U.S. Mails. Optionee shall have the right to assign its interest in this Option Agreement, and this Option Agreement shall be binding upon the parties and their heirs, administrators, successors and assigns.

ELLIOTT JORDAN & SON, INC.

Lisa R. Folmer
Witness

By: Duane W. Jordan
Duane Jordan
Its: Pres.

NEXT PHASE ENERGY SERVICES, LLC

Damon Fidler
Witness

By: David Fowler
David Fowler
Its: President

**ASSIGNMENT AND ASSUMPTION
OF OPTION TO LEASE REAL ESTATE**

THIS ASSIGNMENT AND ASSUMPTION OF OPTION TO LEASE REAL ESTATE (“**Agreement**”) is made as of the 1st day of December, 2018 (“**Effective Date**”), by and between Next Phase Energy Services, LLC (“**Assignor**”), and Three Rivers Solar Power, LLC, a Delaware limited liability company (“**Assignee**”). Grantor and Grantee are sometimes referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

WHEREAS, Assignor and Elliott Jordan & Son, Inc., a Maine corporation (“**Jordan**”), entered into that certain Option to Lease Real Estate dated April 15, 2017, a memorandum of which was recorded in the Hancock County Registry of Deeds on April 24, 2018 in Book 6885, Page 3 (“**Option Agreement**”), whereby Jordan granted to Assignor an exclusive, irrevocable right, for a period ending March 31, 2019, to lease certain property owned by Jordan and more particularly described in a deed recorded in the Hancock County Registry of Deeds in Book 6020, Page 38 (“**Property**”).

WHEREAS, Assignor desires to bargain, sell, assign, transfer and convey to Assignee all of Assignor’s right title and interest in and to the Option Agreement, and Assignee desires to assume and accept such right, title and interest in and to the Option Agreement, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants and obligations of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby bargains, sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Option Agreement, subject to all terms, conditions, reservations and limitations set forth in the Option Agreement.

2. Assignee's Assumption of Obligations. Assignee agrees to accept this assignment and the Option Agreement and all terms and conditions thereof, and assumes and agrees to perform all obligations of Assignor under the Option Agreement for all periods from and after the Effective Date, and shall indemnify and hold Assignor harmless therefrom.

3. Binding Effect. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. Severability. If any clause or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

6. Further Assurances. Assignor agrees to execute, acknowledge and deliver to Assignee, from time to time, such other and additional instruments, notices, transfer orders and other documents, and to do all such other and further acts and things as may be reasonably necessary to grant, convey, and assign the Easement and Easement Agreement to Assignee.


7. Counterparts. This Agreement may be executed in multiple counterparts, all of which will constitute one and the same instrument.

[SIGNATURES AND ACKNOWLEDGMENTS FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

ASSIGNOR:

Next Phase Energy Services, LLC

By: 
Name: *David Fowler*
Title: *President*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

ASSIGNEE:

Three Rivers Solar Power, LLC

By: 
Name: *William Havemeier*
Title: *Manager*

ELLIOTT JORDAN & SON, INC.

November 1, 2019

Three Rivers Solar Power, LLC
c/o Swift Current
184 High Street, Suite 701
Boston, MA 02110
Attn: Dave Fowler

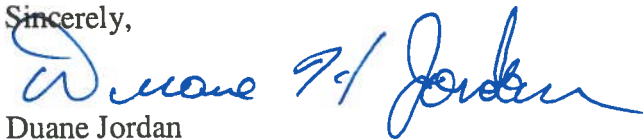
Re: Option to Lease Real Estate dated April 15, 2017 (the "Option") between Elliott Jordan & Son, Inc., as Grantor, and Three Rivers Solar Power, LLC (successor to Next Phase Energy Services, LLC), as Optionee

Dear Dave:

This letter is to acknowledge that Three Rivers Solar Power, LLC (successor to Next Phase Energy Services, LLC) exercised the above-referenced Option on March 18, 2019, and that we (Grantor and Optionee) now are negotiating the final terms of the "Lease" to be entered into pursuant to the Option.

We look forward to finalizing the Lease and moving forward with this project.

Sincerely,

A handwritten signature in blue ink that reads "Duane Jordan". The signature is fluid and cursive, with the first name "Duane" and last name "Jordan" clearly legible.

Duane Jordan
President, Elliott Jordan & Son, Inc.

Exhibit 2-2

LUPC Rezoning Petition for Three Rivers Solar Parcel



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
LAND USE PLANNING COMMISSION
22 STATE HOUSE STATION
AUGUSTA, MAINE 04330

WALTER E. WHITCOMB
COMMISSIONER

NICHOLAS D. LIVESAY
EXECUTIVE DIRECTOR

COMMISSION DECISION
IN THE MATTER OF

Next Phase Energy Services, LLC
Elliot Jordan & Son, Inc.

Finding of Fact and Decision

ZONING PETITION ZP 772

The Maine Land Use Planning Commission (the LUPC or Commission), at a meeting held on August 8, 2018, at Orono, Maine, after reviewing the petition and supporting documents submitted by Next Phase Energy Services, LLC and Elliot Jordan & Son, Inc. (Petitioners) for Zoning Petition ZP 772, review agency and staff comments, and other related materials on file, and pursuant to 12 M.R.S. Sections 681 et seq. and the Commission's standards and rules, finds the following facts:

1. *Petitioner* Next Phase Energy Services, LLC
 Attn: Dave Fowler, President
 143 Highland Shores Road
 Casco, Maine 04015

2. *Petitioner* Elliott Jordan & Son, Inc.
 and Landowner Attn: Duane Jordan, President
 382 Cave Hill Road
 Waltham, Maine 04605

3. *Completed Petition* June 21, 2018

4. *Property Location* T16 MD BPP, Hancock County, Maine
 Maine Revenue Service Map HA0007, Plan 01, Lots #1.3, #4.1 and #13.1
 (parcel size 1,115 acres)

5. *Current Zoning* General Management Subdistrict (M-GN), Wetland Protection Subdistricts (P-WL1, 2, and 3), and Shoreland Protection Subdistrict (P-SL2)

6. *Proposed Zoning* Commercial Industrial Development Subdistrict (D-CI) (696 acres)



7. *Affected Waterbodies.* West Branch of the Narraguagus River, Mahanon Brook, an unnamed stream, and Colson Branch

The West Branch of the Narraguagus River borders the east side of the parcel to be rezoned. Mahanon Brook borders the north side; the unnamed stream borders the west side; and Colson Branch borders the south side of the parcel. The West Branch of the Narraguagus River is classified by the Maine Department of Environmental Protection (MDEP) as a Class AA flowing water. The other three streams are designated as Class A flowing waters. All four streams are located within the area designated as critical habitat for Atlantic salmon by the U.S Fish and Wildlife Service.

Proposal Summary

8. The Petitioners propose to rezone approximately 696 acres of General Management (M-GN) subdistrict, which includes several small inclusions of Wetland Protection (P-WL1, P-WL2, and P-WL3) subdistricts and a segment of a Shoreland Protection (P-SL2) subdistrict along a small stream, to Commercial Industrial Development (D-CI) subdistrict to allow the construction of a grid-scale solar energy generation facility in T16 MD BPP, Hancock County, Maine. The remaining 419 acres of the 1,115-acre parcel would retain the existing zoning. The Petitioners state that the Three Rivers Solar Project (the Project) would provide up to 100 megawatts of renewable energy to the New England regional electrical grid. The solar panels would cover approximately 500 acres of the 696 acres proposed for rezoning. The Project would connect to the New England regional electrical grid at the existing Bull Hill substation, which sends power to the grid via Emera Maine's existing 115 KV transmission line. The Bull Hill substation is located approximately three miles from the Project site.

Standards and Commission Review Criteria

9. In accordance with Chapter 10, section 10.02(199)(a), a grid-scale solar energy generation facility is defined as "a Solar Energy System that is primarily or solely intended to generate electricity for commercial sale for off-site use, occupies an area of one or more acres, and has a nameplate capacity of more than 250 Kilowatts."
10. In accordance with Chapter 10, section 10.21,A,1, "[t]he purpose of the D-CI subdistrict is to allow for commercial, industrial and other development that is not compatible with residential uses. Designation of commercial, industrial and other similar areas of intensive development as D-CI subdistricts will ensure that other land values and community standards are not adversely affected, and will provide for the location and continued functioning of important commercial and industrial facilities."
11. In accordance with Chapter 10, section 10.21,A,3,c,(17), a "grid-scale solar energy generation facility not located on soils recognized by the U.S. Department of Agriculture as prime farmland soils" and related accessory structures may be allowed within D-CI subdistricts upon issuance of a permit from the Commission.
12. In accordance with Chapter 10, section 10.21,A,2,b, the D-CI subdistrict shall include "[a]reas the Commission determines meet the criteria for redistricting to [the D-CI] subdistrict, pursuant to Section 10.08, are proposed for development that is consistent with the purposes of this subdistrict, and are generally suitable for the development activities proposed."
13. In accordance with Chapter 10, section 10.21,A,2,b,(2), "[a] person petitioning the Commission to establish a D-CI subdistrict for the purpose of allowing a grid-scale solar energy [generation] facility, establishes a

presumption that the area proposed for redistricting is consistent with the portions of the *Comprehensive Land Use Plan* related to the location of development, upon demonstrating the area to be redistricted is:

- (a) Accessible from a public road by a legal right of access that would allow construction, operation, maintenance, and decommissioning of the facility;
- (b) Located within one mile of the proposed point of interconnection with the existing transmission grid and no other area suitable for the facility and closer to a point of interconnection is reasonably available to the petitioner, unless the petitioner demonstrates that redistricting an area no more than three miles from the point of interconnection would result in a project location that is compatible with current land uses and does not expand the pattern of development beyond already developed areas; and
- (c) Located a reasonable distance from emergency service providers to allow for adequate response in the event of an emergency.”

“If no presumption is established, the proposed redistricting will be reviewed for consistency with the portions of the *Comprehensive Land Use Plan* related to the location of development in a manner similar to other commercial and industrial uses.”

14. In accordance with 12 M.R.S. § 685-A(8-A)(A) of the Commission’s statute, and restated in section 10.08,A,1 of *Land Use Districts and Standards*, 01-672 C.M.R. Ch. 10 (last revised March 05, 2018) (Chapter 10), a land use district boundary may not be adopted or amended unless there is substantial evidence that “[t]he proposed land use district is consistent with the standards for district boundaries in effect at the time, the comprehensive land use plan and the purpose, intent and provision of this chapter.”

15. In accordance with 12 M.R.S. § 685-A(8-A)(B) of the Commission’s statute, and restated in Chapter 10, section 10.08,A,2, a land use district boundary may not be adopted or amended unless there is substantial evidence that “[t]he proposed land use district has no undue adverse impact on existing uses or resources or a new district designation is more appropriate for the protection and management of existing uses and resources within the affected area.”

CLUP Goals and Policies

16. The Commission’s *Comprehensive Land Use Plan (CLUP)*, last revised in 2010, includes goals and policies that address, among other things, the location of development and the value of energy resources, plant and animal habitat resources, and water resources:

A. Location of Development (CLUP, Chapter 1, Section 1.2, Subsection I, A; pg. 6)

Goal: “Guide the location of new development in order to protect and conserve forest, recreational, plant or animal habitat and other natural resources, to ensure the compatibility of land uses with one another and to allow for a reasonable range of development opportunities important to the people of Maine, including property owners and residents of the unorganized and deorganized townships.”

Policy relevant to this proposal: “Provide for a sustainable pattern of development, consistent with historical patterns, which directs development to suitable areas and retains the principal values of the jurisdiction, including a working forest, integrity of natural resources, and remoteness.”

B. Energy Resources (CLUP, Chapter 1, Section 1.2, Subsection II, E; pg. 13)

Goal: "Provide for the environmentally sound and socially beneficial utilization of indigenous energy resources where there are not overriding public values that require protection."

Policies relevant to this proposal:

- (1) "Support indigenous, renewable energy resources as part of state and national efforts to promote energy independence, diversity and long-term sustainability."
- (2) "Accommodate energy generation installations that are consistent with state energy policies, are suitable in proposed location(s), and minimize intrusion on natural and cultural resources and values."
- (3) "Allow emerging energy technologies when they will not have an undue adverse impact on existing uses and natural resources."

C. *Plant and animal habitat resources (CLUP, Chapter 1, Section 1.2, Subsection II, H; pg. 16)*

Goal: "Conserve and protect the aesthetic, ecological, recreational, scientific, cultural and economic values of wildlife, plant and fisheries resources."

Policies relevant to this proposal:

- (1) "Regulate land use activities to protect sensitive habitats, including but not limited to habitats for fish spawning, nursery, feeding and other life requirements for fish species."
- (2) "Protect wildlife habitat in a fashion that is balanced and reasonably considers the management needs and economic constraints of landowners."

D. *Water resources (CLUP, Chapter 1, Section 1.2, Subsection II, K; pg. 18)*

Goal: "Preserve, protect and enhance the quality and quantity of surface waters and groundwater."

Policies relevant to this proposal:

- (1) "Protect the recreational and aesthetic values associated with water resources."

Proposal

17. Administrative Process and Public Comments

- A. *Notice of Filing.* Notice of filing of the zoning petition was properly made to appropriate parties and the public as required under Rules of Practice, 01-672 C.M.R. Ch. 4 (last revised October 18, 2013).
- B. *Public hearing.* No requests for a public hearing were received.
- C. *Public comments.* Maine State Representative Richard S. Malaby submitted comments in support of the rezoning for the purpose of developing a grid-scale solar energy generation facility.

18. The Petitioners propose to rezone approximately 696 acres of the 1,115-acre parcel from M-GN subdistrict, which includes small areas of mapped P-WL 1, 2, and 3 subdistricts, and a P-SL2 subdistrict bordering a segment of a mapped minor flowing water, to D-CI subdistrict to allow for the construction of a grid-scale solar energy generation facility in T16 MD BPP, Hancock County, Maine. The remaining 419 acres of the 1,115-acre parcel would retain the existing zoning. The Petitioners state that the Project would provide up to 100 megawatts of renewable energy to the New England regional electrical grid. The solar panels would cover approximately 500 acres of the 696 acres proposed for rezoning.

- A. *Interconnection to the New England regional electrical grid.* The Project would interconnect to the grid at the existing Bull Hill Wind Project substation, which is connected to Emera Maine's existing 115 KV transmission line. The Bull Hill substation is located three miles from the Project site and only a small expansion of the substation would be needed to accommodate the Project. Although Emera Maine's 115 kV transmission line passes through the Project area, to interconnect at that point would require additional clearing and construction of a new substation and above-ground transmission line. The Petitioners propose to install underground collector lines along the existing roads from the Project to the Bull Hill substation, eliminating the need for construction of a new substation and most of the clearing for a segment of a new transmission line. Alternatively, moving the Project to a site closer to the Bull Hill substation would require clearing a large area of forest land for the solar panels. The proposed Project site is already cleared.
19. *Existing conditions.* The Project area generally consists of commercial wild blueberry fields with some mixed forests, surrounded by commercial forest land. Portions of the area to be rezoned have been developed for cultivating commercial wild blueberry crops over the past five years (but no harvests have occurred). The Petitioners stated that they intend to continue to cultivate blueberries on any of the land within the Project area that is not used for solar panels.
- A. *Roads.* The area proposed to be rezoned includes several existing land management roads used for timber harvesting and blueberry field development that connect to a network of land management roads.
- B. *Existing development.* Emera Maine's existing 115 kV transmission line runs through the lower portion of the parcel, but the Project area within the Petitioners' parcel is otherwise undeveloped.
- C. *Soils and slope.* The soils within in the Project area are primarily stony, gravelly, or silt loams that range from poorly drained in the small wetland inclusions to excessively drained in the upland areas, with low rolling hummocks. The slope of the land in the Project area ranges from 0% to 15%. There are nine soil complexes mapped by the Natural Resources Conservation Service (NRCS) within or adjacent to the Project area. These include two soil complexes that are described as "mucks" (poorly drained wetland soils, or peat) along the streams; four that are described as well to excessively well drained upland bouldery, stony, or gravelly loams; and three that are described as silty or sandy loams.
- D. *Prime farmland soils.* Of the 1,115-acre parcel, there is a soil complex (Pushshaw-Swanville) that is rated as a prime farmland soil that is present at three locations around the edge of, but outside the Project area proposed for rezoning: specifically, along a portion of the West Branch of the Narraguagus River, and along two sections of Colson Branch.
20. *Wetlands and streams.* The Petitioners propose to avoid all mapped or unmapped wetlands and streams when installing the solar energy generation facility, to maintain and expand where possible the existing forested buffer along the streams bordering the site, and to maintain a minimum 100-foot wide vegetated buffer along any streams within the Project area.
- A. *Wetlands.* The area proposed to be rezoned contains several inclusions of small mapped P-WL subdistricts. Of the mapped wetlands, there is one 0.37-acre P-WL1 wetland of special significance, which is an active beaver dam located at the eastern edge of the area to be rezoned. There is also an area of mapped P-WL1 wetland along a small mapped stream within the Project area. The remainder of the mapped wetlands are P-WL2 (scrub shrub) or P-WL3 (forested) wetlands.
- B. *Streams.* Bordering the parcel, but outside the area to be rezoned, several Class AA or Class A streams are present. There is one mapped P-SL2 subdistrict along a minor flowing water that is a tributary to

Colson Branch within the Project area. There is also a wet meadow along Colson Branch south of the site, outside of the Project area. Several areas of Inland Wading Bird and Waterfowl Habitat (IWWH) identified by the Maine Department of Inland Fisheries and Wildlife (MDIFW) are present along the streams bordering the parcel (*see* Findings #7 and #27,D).

21. *Access.* The nearest public roads to the Project area are Rt. 9 at 6.5 miles north of the site, Rt. 193 at 3.9 miles from the site, Rt. 182 at 5.9 miles from the site, and Sugar Hill Rd. at 4.1 miles from the site. There is an existing network of private land management roads that provide access to the Project area. Currently, the use of these land management roads by the public is light. The Project area is accessible by motor vehicle from Rt. 9 via existing private land management roads 73-00-0, 77-00-0, and 75-00-0; from Route 182 via existing land management roads 75-27-0 and 75-00-0; and from the Sugar Hill Road in the Town of Eastbrook via land management road 75-00-0. Elliot Jordan & Son, Inc, has legal right of access over these roads. Although there are these three potential access routes, Petitioners propose to access the Project area over two of these routes, one from Route 9 and the other from the Sugar Hill Road in Eastbrook. Petitioner Next Phase Energy Services, LLC has entered into a Lease Option Agreement with Petitioner Elliot Jordan & Son, Inc. for the entire 1,115-acre parcel; the lease would include legal right of access to the property. No road improvements are planned.
22. *Frontage.* The parcel that contains the area to be rezoned includes 13,300 feet of frontage on the West Branch of the Narraguagus River and Mahanon Brook. Land management road 75-00-0, which leads to the Project area, connects to 9.5 to 10 miles of existing small gravel roads within the parcel.
23. *Services.* The Town of Eastbrook Volunteer Fire Department, which is located 5.2 miles from the Project, stated they would provide fire and ambulance services to the Project area. They believe the Project will have minimal impact on the services they provide and will not require any additional resources from the department. Police services are provided to the Project area by the Hancock County Sheriff's Department, and solid waste disposal will be at the Juniper Ridge Landfill in Old Town, Maine. The Petitioners have a contract with Ray Plumbing & Heating Co., located in Ellsworth, Maine, to provide wastewater handling services during construction.
24. *Title, Right, or Interest.* The 1,115-acre parcel is currently owned by Elliot Jordan & Son, Inc (landowner). On April 15, 2017, Next Phase Energy Services, LLC obtained a Lease Option Agreement (expires March 31, 2019) from the landowner. To demonstrate Title, Right or Interest in the area to be rezoned sufficient to pursue this rezoning, the Petitioners submitted a copy of the Elliot Jordan & Son, Inc. deed and a copy of the memorandum for the Lease Option Agreement held by Next Phase Energy Services, LLC. The parcel to be rezoned is not subject to the wind energy easement on the land adjacent to the parcel.
25. *Financial Capacity.* Financial capacity associated with proposed development is evaluated as part of the development permitting. The Petitioners provided a statement regarding their capacity to finance the proposed solar energy Project, which will cost approximately \$120 million to develop, construct, and operate. Both Petitioners will provide equity for the Project, and Next Phase Energy Services will secure construction financing once all permits are obtained. The President of Next Phase Energy Services has previous experience with successfully obtaining financing for and constructing projects such as the Bull Hill Wind Project, the Hancock Wind Project, and Emera Maine's Downeast Reliability Project. Elliot Jordan & Son is an established company that provides commercial scale site work, excavation, and forestry. If the Project area is rezoned and subsequently not developed within a reasonable period with a grid-scale solar energy generation facility, in accordance with Section 10.21,A,2,b(2) of the Commission's Chapter 10 rules, "the D-CI subdistrict shall automatically revert to the prior subdistrict designation."

26. *Existing Uses and Resources, and Anticipated Impacts.* The land surrounding the area to be rezoned is used primarily for timber harvesting activities, blueberry cultivation, natural resource conservation, and grid-scale wind energy development (*i.e.*, the Bull Hill Wind Project and the Hancock Wind Project).

- A. *Wind power projects.* The closest wind turbine to the proposed Project area is less than one mile northwest of the site and the farthest is less than six miles away. There is a total of 36 wind turbines between the two wind power projects. Both wind projects include underground collector lines along several of the land management roads.
- B. *Peat mining.* An active commercial horticultural peat mining operation is located approximately one mile east of the Project area. A biomass energy generation facility that was closed as of 2017 and has since been removed, was also located at this site.
- C. *Wildlife habitat.* The land surrounding the Project area contains the following wildlife habitat designated by the MDIFW:
 - (1) IWWH along Colson Branch and the unnamed stream on the southwest side of the parcel, and the West Branch of the Narraguagus River on the north side;
 - (2) Atlantic salmon spawning and rearing habitat along the West Branch of the Narraguagus River on the east and southeast side of the parcel; and
 - (3) Upland sandpiper habitat located approximately two miles south of the Project area.

The existing forest between the Project area and the streams bordering the site that contain Atlantic salmon habitat and IWWH, as proposed, could be maintained, or increased where possible, to buffer the view of the solar facility, and to protect the water quality of the streams (*see* Finding #20).

- D. *Recreation.* The public uses the general vicinity of the Project area for recreation, such as ATV use, hunting, fishing, and other water related activities. The Petitioners stated that recreational use of the areas surrounding the Project area is light and is not likely to be adversely impacted by the Project. The existing road running through the Project area is proposed to remain accessible to recreationalists and others using the areas surrounding the Project.
- E. *Residential use.* The closest year-round residences are eight miles west of the site on Sugar Hill Road in the Town of Eastbrook. There are six seasonal camps primarily used for hunting and fishing within two miles of the Project area. The closest camp is located along the southeastern parcel boundary by permission of the landowner. There are two camps located within timber land that is now conservation land approximately 0.75 miles from the Project area. One of the camps located approximately 1.5 miles from the Project area within a forested area is on conservation land, and the other is in private ownership. There is one camp owned by petitioner Duane Jordan, President of Elliot Jordan & Son located approximately 1.9 miles southwest of the Project area within an active blueberry field. All of the camp owners or lessees have been made aware of the proposed Project.
- F. *Conservation property.* The parcel proposed for re-zoning abuts an approximately 13,800-acre property acquired by The Conservation Fund in April 2018 that is proposed for acquisition by The Nature Conservancy as an expansion of the 9,700-acre Spring River Preserve, which is located approximately 1 mile south, and which is itself directly adjacent to the Donnell Pond Unit of Maine Public Reserved Lands. The pending "Spring River – Narraguagus Forest" acquisition by TNC will expand upon the existing ecological reserve (Spring River and Donnell Pond), allowing development of old forest conditions, and will contribute to large-scale forest habitat connectivity and climate resilience in Downeast Maine.

27. Agency Review

- A. *Hancock County Commissioners*. The Hancock County Commissioners received notice of the petition, included review of the zoning petition on their June 25, 2018 agenda, and offered no comments on the proposal.
- B. *Maine Natural Areas Program (MNAP)*. MNAP reviewed the proposal and searched the Natural Areas Program's Biological and Conservation Data System files for rare or unique botanical features on or in the vicinity of the proposed Project. MNAP stated that according to their current information there are no known rare botanical features within the Project area, but in the general vicinity of the Project there are two known occurrences of Canada mountain rice-grass (S2) and one domed bog (S3).
- C. *Maine Historic Preservation Commission (MHPC)*. MHPC reviewed the proposal prior to submittal to the LUPC and stated that there are no known archaeological sites on this parcel, and no architectural or historic archaeological resources will be affected by the Project. However, certain land forms and areas of the parcel have a high to medium probability of containing prehistoric archaeological sites. As such, a Phase I prehistoric archaeological survey is recommended within 200 yards of the West Branch of the Narraguagus or the Colson Branch, and on the crest of the Colson Branch Hill above the 260-foot contour. After the petition was submitted to LUPC, MHPC did not offer additional comments, stating they had not received a report or any indication that the work is going to be completed, and referred back to their earlier comments.
- D. *Maine Department of Inland Fisheries and Wildlife (MDIFW)*. MDIFW reviewed the proposal and stated that the rezoning, in and of itself, of the proposed 696-acre Project area will not negatively impact the resources it is concerned about, including numerous wild brook trout streams and associated 100-foot riparian buffers, one or more rare species of migratory birds during spring and fall migrations, and the species and habitats described below. While MDIFW databases do not indicate the presence of other State-listed Endangered, Threatened, or Special Concern Species in Project area, to its knowledge no formal surveys have been conducted and it is possible that other rare species may be resident or transient in the Project area based on location, habitats present, and life history requirements. MDIFW's search area extends beyond the Project area.
- (1) *Bats*. MDIFW stated that while it is likely that one or more protected bat species are present in the vicinity of the Project, it does not anticipate significant impacts to any of these as a result of the Project. All eight species of bats in Maine are listed as Endangered, Threatened, or Special Concern.
 - (2) *Inland Wading Bird and Waterfowl Habitat (IWWH) (Significant Wildlife Habitat)*. Based on National Wetland Inventory (NWI) data, there are several moderate or high value IWWH that appear to be adjacent to or intersected by the proposed Project. IWWH habitat areas, by definition, include both the wetland and a 250-foot wide upland buffer adjacent to the wetland. Both the wetland and the buffer should be avoided, including no clearing within the 250-foot upland buffer. MDIFW recommends field verification of the IWWHs and their exact boundaries as part of project design.
 - (3) *Significant Vernal Pools*. Surveys for important natural resources, such as Significant Vernal Pools (SVPs), are typically conducted as part of project planning and preparation for permitting. Because of this, there is no preexisting, comprehensive statewide inventory of SVPs and, at this time, MDIFW Significant Wildlife Habitat maps do not contain information on SVPs in the area. MDIFW recommended that prior to construction, the Project area, including up to 250 feet outside the Project area, be surveyed for the presence of vernal pools.
 - (4) *Fisheries*. MDIFW recommended that a 100-foot wide vegetated buffer be maintained along the mapped streams within the Project area to protect water quality and temperature, provide natural input of woody debris, and support various forms of aquatic life necessary for many fish species. Stream crossings should be avoided, but if that is not possible, then any new or upgraded crossings

should be constructed to allow for fish passage. Crossings should be sized to allow at least 1.2 times the bankfull width of the stream, and should be open-bottomed or backfilled to provide streambed-type habitat. Construction Best Management Practices should be closely followed, and any instream work should be conducted between July 15 and October 1.

- (5) *Upland sandpipers*. Upland sandpipers, a State Threatened species, have been documented within the search area. Upland sandpipers are protected under Maine's Endangered Species Act and, as such, are afforded special protection against activities that may cause "Take" (kill or cause death), "harassment" (create injury or significantly disrupt normal behavior patterns), and other adverse actions.

MDIFW encourages Next Phase Energy Services, LLC to work with its staff as the Project is designed in preparation for its pending DEP Site Location of Development application.

- E. *U.S. Fish and Wildlife Service (USFWS)*. USFWS reviewed the proposal and noted that the West Branch of the Narraguagus River, Colson Branch, and Mahanon Brook all provide important Atlantic salmon habitat. As such, USFWS recommended the Petitioners increase the size of the forested buffers along these streams wherever possible. USFWS also recommended that any new or upgraded stream crossings to be installed for Project roads be sized to 1.2 times the stream's bankfull width and to pass the 100-year flood.
- F. *State Soil Scientist*. The State Soil Scientist reviewed the proposal and stated that he has no objections to the proposed Project because it will be located on cleared blueberry fields and will use existing gravel roads.

28. The facts are otherwise as represented in the application for Zoning Petition ZP 772 and supporting documents.

Based upon the above Findings and the following analysis, the Commission concludes:

1. *Consistent with purpose of D-CI subdistrict*. The rezoning is intended to accommodate future permitting and development of a grid-scale solar energy generation facility. Such a use is consistent with the purposes of the D-CI subdistrict as required by Section 10.21,A,2,b. Such a land use is expressly identified as allowed within the subdistrict, Section 10.21,A,3,c(18), and is the type of commercial, industrial, or intensive development for which the D-CI subdistrict was established. Ch. 10.21,A,1.
2. *Location of development*. The Petitioners have demonstrated the Project area to be rezoned satisfies Section 10.21,A,2,b(2). Specifically:
 - A. *Access*. The Project area is accessible from public roads via land management roads that the Petitioner Elliot Jordan and Son, Inc. has, and Petitioner Next Phase Energy Services, LLC will have upon execution of the lease option, a legal right to use, including for the construction, operation, maintenance, and decommissioning of the proposed Project.
 - B. *Distance to point of interconnection*. Although the Project will be located more than one mile from the point of interconnection with the New England regional electrical grid, the area to be rezoned is located no more than three miles from the point of interconnection at the Bull Hill substation. The location of the area to be rezoned is compatible with current land uses and does not expand the pattern of development beyond already developed areas. In addition to limited residential development in the area, and commercial forestry and blueberry operations, existing nearby land uses include wind power development to the west and northwest and active peat mining and former biomass to the east. A 115 kV

transmission line currently runs through the area to be rezoned. While a new substation could be built on or closer to the Project area to be rezoned, this would require additional clearing, land work, and construction of the new substation and in order to connect to the 115 kV line running through the Project area. By installing underground collector lines along the existing roads and connecting to the existing substation, only a small expansion of the Bull Hill substation will be required. There are already existing underground collector lines along several of the land management roads to serve the wind power projects, and very little additional clearing will be required along the road edges to place the underground line for this Project. A wind energy facility, by itself, does not necessarily establish a pattern of development for the purposes of the location of a D-CI subdistrict for solar energy generation. However, this parcel is in an area that is easily accessible from multiple public roads and used for agriculture and ongoing large-scale resource extraction, and is not in a remote part of the Commission's service area. In that context, the presence of wind energy development near the Project area is considered as one part of the overall pattern of development.

- C. *Availability of services.* The Project area to be rezoned is a reasonable distance from fire and emergency service providers, which will allow for adequate response in the event of an emergency. Specifically, the Eastbrook Volunteer Fire Department, which will supply fire and emergency services, is located 5.2 miles from the Project area and stated they would be able to provide service to the area for the Project.

By demonstrating the area to be rezoned satisfies the three components of Section 10.21,A,2,b(2), the Petitioners establish a presumption that the rezoning is consistent with the portions of the CLUP related to the location of development.

3. *No undue adverse impact on existing uses and resources.* The rezoning meets the provisions of 12 M.R.S. § 685-A(8-A)(B) and Chapter 10, sections 10.08,A,2. The proposed rezoning to a D-CI subdistrict to accommodate a grid-scale solar energy generation facility will not have an undue adverse impact on existing uses or resources. Specifically:

- A. *Residential uses.* The closest year-round residences are in the Town of Eastbrook, eight miles from the Project area. The closest seasonal camp is located along the southeastern border of the Petitioner's parcel, and there are five other seasonal camps within two miles of the parcel. With the exception of the seasonal camp located along the parcel boundary, which is not leased but is there by permission of the landowner, the Project will not be visible to any of the other year-round residences or seasonal camps. As such, the rezoning will not have an undue adverse effect on residential uses in the area.
- B. *Commercial uses.* The proposed solar development is consistent with and compatible with neighboring wind energy development, peat operations, forestry, and commercial blueberry harvesting. The rezoning will not have an undue adverse impact on neighboring commercial or industrial uses.
- C. *Recreational uses.* Hunting, fishing, ATV riding, and water related activities are the primary recreational activities in the area. The rezoning will not block access to existing land management roads and buffers can be retained to limit the visibility of the proposed project from streams used for boating and fishing. The rezoning will not have an undue adverse impact on recreational uses.
- D. *Habitat, wildlife, and other natural resources.* There are some wetlands and streams in and around the area to be rezoned. Commenting resource agencies also noted Atlantic salmon habitat in the West Branch of the Narraguagus River, Colson Branch, and Mahanon Brook; fisheries resources more generally; potential presence of significant vernal pools; IWWH; likely presence of protected bats; and upland sandpipers in the vicinity. The presence or likely presence of this wildlife and habitat, and these natural resources, within or around the area to be rezoned is not of a nature or extent that would make

the Project area unsuitable for rezoning. The review comments indicate the rezoning will not have an undue adverse impact on existing habitat, wildlife, or other natural resources. Impacts that could occur through subsequent development of the Project are of a nature that may be appropriately and adequately addressed through the permitting process.

- E. *Historic resources.* MHPC commission did not identify any historic or archeological resources or any concerns with rezoning the Project area, noting that Phase I prehistoric archaeological survey could be appropriate in limited areas. These types of surveys may be conducted during the permitting phase of project development. Rezoning the Project area will not have an undue adverse impact on historic resources.
4. *Consistency with the CLUP.* The proposal meets the provisions of 12 M.R.S. § 685-A(8-A)(A) and Chapter section 10.08,A,1 with regard to consistency with the Commission's *Comprehensive Land Use Plan*.
- A. *Location of development.* As concluded above (see Conclusion #2), the rezoning satisfies Section 10.21,A,2,b(2). As a result, the Petitioners have established a presumption that the rezoning is consistent with the portions of the CLUP related to the location of development. The Commission finds nothing in the record that sufficiently rebuts or overcomes this presumption. Therefore, the Commission concludes the rezoning is consistent with the portions of the CLUP related to the location of development.
- B. *Energy resources.* Grid-scale solar energy generation facilities are an emerging energy technology that produce indigenous, renewable energy. As addressed in Conclusions #3 and #4a, above, the rezoning is in a suitable location, minimizes intrusion on natural and cultural resources and values, and will not have an undue adverse impact on existing uses and natural resources. As a result, the rezoning is consistent with the energy resource goals and policies of the CLUP.
- C. *Plant and animal habitat resources and water resources.* The CLUP contemplates a development permitting process, focused on individual development projects, that is protective of plant and animal habitat resources, as well as a zoning process that focuses more generally on whether a proposed subdistrict is proposed in an appropriate location. As addressed in Conclusion #3, above, the proposed rezoning will not have an undue adverse impact on natural resources, including plant and animal habitat resources. The rezoning is consistent with the plant and animal habitat resource goals of the CLUP.

The CLUP contains a range of goals and policies and sometimes these goals and policies conflict. The Commission, having considered the goals and policies highlighted here that are most relevant to the present review, as well as the various provisions of the CLUP more generally, concludes the rezoning is consistent with the Commission's *Comprehensive Land Use Plan*, satisfying the corresponding portions of 12 M.R.S. § 685-A(8-A)(A) and Chapter section 10.08,A,1.

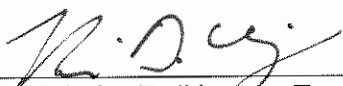
5. *Consistency with the standards for district boundaries.* The proposal meets the provisions of 12 M.R.S. § 685-A(8-A)(A) and Section 10.08,A,1 of the Commission's Chapter 10, in that the proposal is consistent with the standards for the D-CI subdistrict boundaries that are in effect at this time. Specifically, the rezoning is for the purpose of accommodating subsequent permitting and development of a grid-scale solar energy generation facility and such a facility is a land use allowed with a permit in the D-CI subdistrict. Section 10.21,A,3,c(18). Additionally, as stated in Conclusion #2 above, the rezoning satisfies Section 10.21,A,2,b. The rezoning is consistent with the standards for the D-CI subdistrict.
6. *Consistency with Chapter 206-A and generally suitability of the area.* The proposal meets the provisions of 12 M.R.S. § 685-A(8-A)(A) and Chapter Section 10.08,A,1 that require the proposed subdistrict to be

consistent with the purpose, intent and provision of Chapter 206-A. The Project area to be rezoned also is generally suitable for the proposed Project. Ch. 10.21,A,2,b. The Commission evaluated the petition with respect to consistency with Chapter 206-A and principles of sound planning, zoning, and development. Having considered the location of the Project area, the surrounding uses and resources, the type and intensity of the development that the rezoning is intended to foster, the review of agency comments, and the record as a whole, the Commission concludes approval of the petition would be an act of sound land use planning, and that the proposed rezoning is consistent with the purpose, intent and provisions of Chapter 206-A. Additionally, the area to be rezoned is generally suitable for the proposed solar project.

Therefore, the Commission approves the petition of Next Phase Energy Services, LLC and Elliot Jordan & Son, Inc. to rezone approximately 696 acres of M-GN General Management subdistrict, P-WL Wetland Protection subdistrict, and P-SL2 Shoreland Protection subdistrict to D-CI Commercial Industrial Development subdistrict, as shown on the attached map, to allow for the construction of a grid-scale energy generation facility in T16 MD BPP, Hancock County, Maine.

In accordance with 5 M.R.S. § 11002 and Maine Rules of Civil Procedure 80C, this decision by the Commission may be appealed to Superior Court within 30 days after receipt of notice of the decision by a party to this proceeding, or within 40 days from the date of the decision by any other aggrieved person. In addition, where this decision has been made without a public hearing, any aggrieved person may request a hearing by filing a request in writing with the Commission within 30 days of the date of the decision.

DONE AND DATED AT ORONO, MAINE, THIS 8th DAY OF AUGUST, 2018.

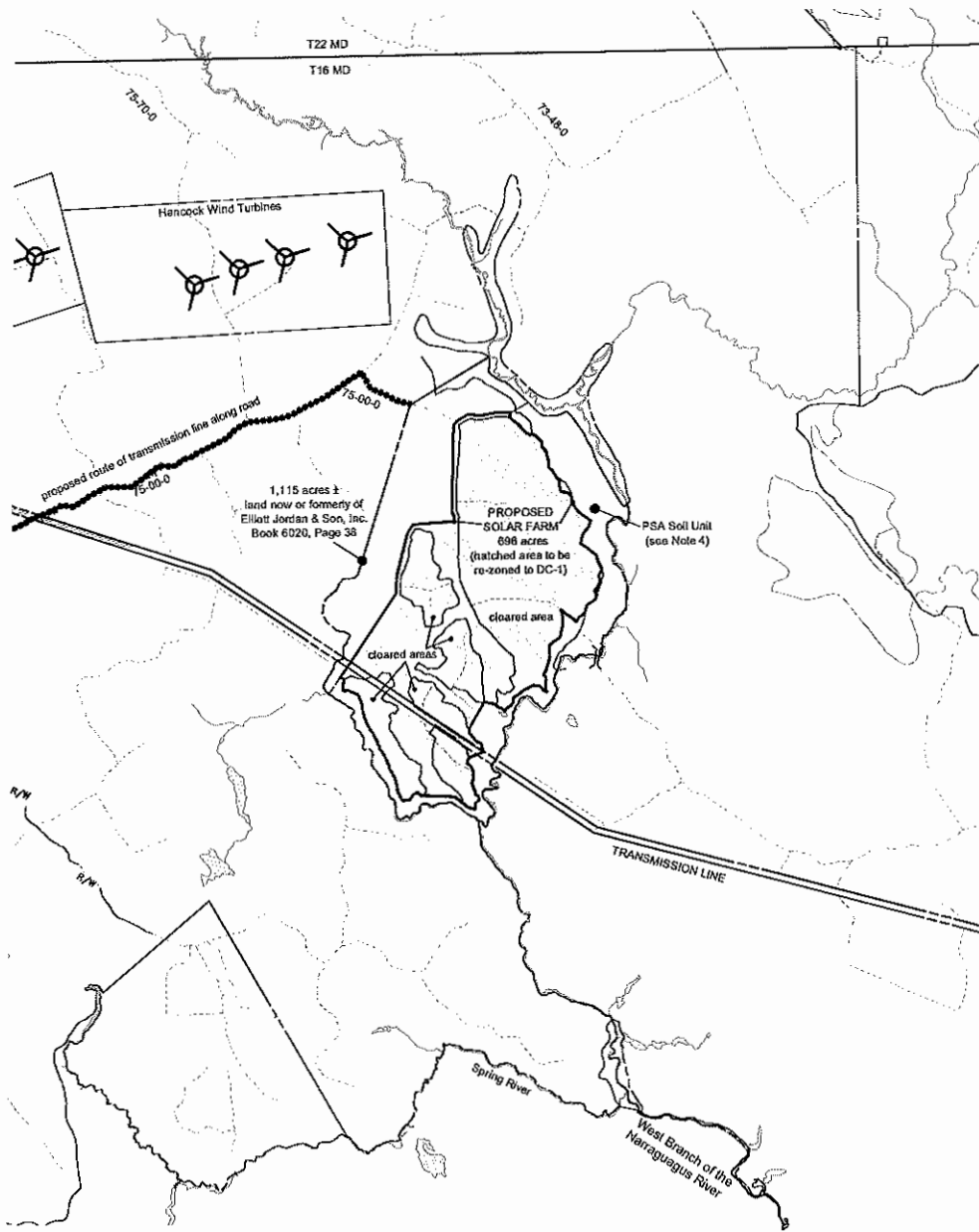
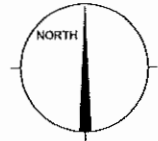
By: 

Nicholas D. Livesay, Executive Director

This change in subdistrict designation is effective on August 23, 2018

NOTES:

- (1) Documents referenced on this plan are recorded in Hancock County Registry of Deeds unless otherwise noted.
- (2) This plan does not represent a Standard Boundary Survey, all boundaries are approximate.
- (3) The purpose of the sketch is to depict the location of the proposed solar farm.
- (4) The location of PSA Soil Unit boundary is approximate and has been digitized from a Soil Map titled "Web Soil Survey National Cooperative Soil Survey". PSA soils will be field verified and avoided during construction.



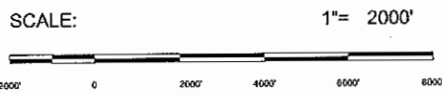
SYMBOLS LEGEND

- Edge pavement/gravel
- Property line

PLISGA & DAY
LAND SURVEYORS
 72 MAIN STREET
 BANGOR, MAINE
 DATE: June 5, 2018
 PROJ. NO. 16039

Email: info@wemapit.com
 Phone: (207) 947-0019
 Toll-Free: 1-800-734-0019

DRAWING FILE:
www.WeMapIt.com



Proposed Solar Farm
 for
 Land Use Planning Commission (LUPC)
 and
 Three Rivers Solar
 in
 Township 16 MD, Maine