



Town of Windham

Planning Department:
8 School Road
Windham, Maine 04062
Tel: (207) 894-5960 ext. 2
Fax: (207) 892-1916 -
www.windhammaine.us

SKETCH PLAN - MAJOR SITE PLAN REVIEW APPLICATION

FEES FOR SKETCH PLAN REVIEW		APPLICATION FEE:		<input checked="" type="checkbox"/> \$200.00	AMOUNT PAID:				
		REVIEW ESCROW:		<input checked="" type="checkbox"/> \$400.00	DATE: _____				
				Office Use:				Office Stamp:	
PROPERTY DESCRIPTION	Parcel ID	Map(s) #	23	Lot(s) #	4B	Zoning District(s)	RL	Total Land Area SF	40
	Total Disturbance. >1Ac		<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Est. Building SF: 0		No Building; Est. SF of Total Development:			48,000
	Physical Address:	77 Pipeline Road				Watershed:	Sebago Lake		
PROPERTY OWNER'S INFORMATION	Name:	R.N. Willey & Sons				Name of Business:			
	Phone:	207-655-7345				Mailing Address:	13 Scott Drive Casco, Maine 04015		
	Fax or Cell:	Same as above							
	Email:	rnwilleyexcavating@yahoo.com							
APPLICANT'S INFORMATION (IF DIFFERENT FROM OWNER)	Name:	David Fowler				Name of Business:	Sebago Solar, LLC		
	Phone:	207-461-0666				Mailing Address:	143 Highland Shores Road Casco, Maine 04015		
	Fax or Cell:	Same as above							
	Email:	dfowler@nextphaseenergyservices.com							
APPLICANT'S AGENT INFORMATION	Name:	Kirk Ball				Name of Business:	Acheron Engineering		
	Phone:	207-341-2590				Mailing Address:	320 Gogan Road Benton, Maine 04901		
	Fax or Cell:	Same as Above							
	Email:	kball@acheronengineering.com							
PROJECT INFORMATION	Existing Land Use (Use extra paper, if necessary): Currently approximately 14 acres if the parcel is an active gravel pit. The remaining parcel located in Windham is wooded.								
	Provide a narrative description of the Proposed Project (Use extra paper, if necessary): The Sebago Solar project was previously approved by the Planning Board in 2021 and was 4.9 MW occupying approximately 19.9 acres. Construction for the project did not start within the permitted window. Sebago solar is now proposing to construct a 2.5 MWac (11 acres) ground mounted solar array facility for the board's consideration. The proposed project parcel is identified as Map 23 Lot 4B on the Town of Windham tax maps and is located east of Pipeline Road. Currently, the parcel includes a gravel pit that occupies approximately 50% of the parcel area. Parcel area that not occupied by the gravel pit is wooded. The pit is licensed by the Maine Department of Environmental Protection via NOI and is identified as project 397. Project plans include: Formerly closing the gravel pit to DEP and Windham standards, grade the solar field to support a access road and array installation, revegetate all disturbed areas. A CMP interconnection study will be required for the project.								
	Provide a narrative description of construction constraints (wetlands, shoreland zone, flood plain, non-conformance, etc.): The project will require permanent alteration of approximately 2,408 square feet of freshwater wetlands. Approximately 12,000 square feet of water filled depressions within the active pit area was identified in 2021. These wet areas were determined to be non-jurisdictional by the Maine DEP and USACE. This area was incidental to mining and excavated for the purpose of obtaining sand or gravel in the past five years. No other protected natural resource have been identified during surveys. The project is not within the shoreland zone or flood plain.								



SKETCH PLAN REVIEW REQUIREMENTS FOR A MAJOR SITE PLAN APPLICATION

Section 120-811 of the Land Use Ordinance

The submission shall contain five (5) copies of the following information, including full plan sets. Along with one (1) electronic version of the entire submission unless a waiver of a submission requirement is granted.

The Sketch Plan document/map:

- A) Plan size: 24" X 36"
- B) Plan Scale: No greater 1":100'
- C) Title block: Applicant's name and address
- Name of preparer of plans with professional information
- Parcel's tax map identification (map and lot) and street address, if available.
- Complete application submission deadline: three (3) weeks prior to the desired Planning Board or Staff Review Committee meeting.

- Five copies of application and plans
- Application Payment and Review Escrow
- Pre-submission meeting with the Town staff is required.
- Contact information:
Windham Planning Department (207) 894-5960, ext. 2
Steve Puleo, Town Planner sjpuleo@windhammaine.us
Amanda Lessard, Planning Director allessard@windhammaine.us

APPLICANT/PLANNER'S CHECKLIST FOR SKETCH PLAN REVIEW REQUIREMENTS

SUBMITTALS THAT THE TOWN PLANNER DEEMS INCOMPELTE IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.

The following checklist includes items generally required for development by the Town of Windham's LAND USE ORDINANCE, Sections 811, 812, & 813. Due to projects specifics, are required to provide a complete and accurate set of plans, reports and supporting documentation (as listed in the checklist below)..

IT IS THE RESPONSIBILITY OF THE APPLICANT TO PRESENT A CLEAR UNDERSTANDING OF THE PROJECT.

NOTE TO APPLICANT: PRIOR TO THE SITE WALK, TEMPORARY MARKERS MUST BE ADEQUATELY PLACED THAT ENABLE THE PLANNING BOARD TO READILY LOCATE AND APPRAISE THE LAYOUT OF DEVELOPMENT (SEE RULES OF PLANNING BOARD FOR MORE SPECIFICS, PER SECTION 120-807D(2)).

Submission Requirements:	Applicant	Staff	Submission Requirements (continued)	Applicant	Staff
a) Completed Sketch Plan Application form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-If yes, submit letter with the waivers being requested, along with a completed "Performance and Design Standards Waiver Request" form.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Proposed Project Conditions:					
- Condition of the site	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plan Requirements		
- Proposed use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please note: the Sketch Plan does not need to be surveyed. However, if it is surveyed, please refer to the GIS requirements for Final Plan review. It may be in the applicant's interest to obtain the required GIS data while the surveyor is on site		
- Constraints/opportunities of site	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1] The name of the development, North arrow, date, and scale.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Outline any of the follow			2] The boundaries of the parcel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Traffic Study	<input type="checkbox"/>	<input type="checkbox"/>	3] The relationship of the site to the surrounding area.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Utility Study	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4] The topography of the site at an appropriate contour interval depending on the nature of the use and character of the site (in many instances, submittal of the applicable USGS ten-foot contour map will be adequate).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Market Study	<input type="checkbox"/>	<input type="checkbox"/>	5] The approximate size and location of major natural features of the site, including wetlands, streams, ponds, floodplains, groundwater aquifers, significant wildlife habitats and fisheries or other important natural features (if none, so state).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Name, address, phone for record owner and applicant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6] Existing buildings, structure, or other improvements on the site (if none, so state).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Names and addresses of all consultants working on the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7] Existing restrictions or easements on the site (if none, so state).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Evidence of right, title, or interest in the property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8] Approximate location and size of existing utilities on and adjacent to the tract, including utility poles and hydrants (if none, so state)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Evidence of payment of Sketch Plan fees and escrow deposit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9] A Class D medium-intensity soil survey (information from the most current soil survey for Cumberland County, Maine, is acceptable).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Any anticipated waiver requests (Section 120-808)					
Waivers from Submission Criteria. Will the applicant be requesting waivers from the "Submission information for which a Waiver May be Granted"?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10] The location and size of proposed buildings, structures, access drives, parking areas, and other development features (if applicable).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- If yes, submit letter with waivers being requested, along with a completed "Performance & design Standards Waiver Request Form.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Waivers from Subdivision Performance Standards in Section 120-812 of the Land Use Ordinance.	<input type="checkbox"/>	<input type="checkbox"/>	PDF Electronic Submission	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The undersigned hereby makes application to the Town of Windham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.

APPLICANT OR AGENT'S SIGNATURE

05/29/2024

DATE

Kirk Ball, PE Acheron Engineering

PLEASE TYPE OR PRINT NAME

Agent Authorization

August 9, 2021

To: Town of Windham
Windham Planning Department
8 School Road
Windham, ME 04062

Re: Sebago Solar Major Site Plan Application

Authority to Act as Agent

On our behalf, I appoint Kirk Ball of Acheron Engineering, 147 Main Street, Newport, ME 04953 to act as our agent in the preparation of this Major Site Plan Application. I certify that submitted documents properly represent the Major Site Plan Application for which an approval of the proposed project is sought.

Dated this 9th Day of August, 2021

By: Lucy Fowler Lucy Fowler

Title: Manager

On behalf of: Mainely Solar, LLC; Sebago Solar, LLC

Email: lucyfowler@nextphaseenergyservices.com Phone: 207- 615-6850

Title, Right or Interest

1. Memorandum of Solar Lease Agreement
2. Proposed Access Easement

MEMORANDUM OF SOLAR OPTION AND LAND LEASE

By this Memorandum of Solar Option and Land Lease (this “Memorandum”), **R.N. Willey & Sons Excavating, Inc.**, a Maine corporation, (“Lessor”) evidences that it has entered into a Solar Option and Land Lease of even date herewith (the “Agreement”) with **Sebago Solar, LLC**, a Maine limited liability company (“Lessee”) granting Lessee an exclusive option to lease and certain easements over real property of Owner situated in the Town of Windham, Cumberland County, State of Maine, as more particularly described on Exhibit A attached hereto and made a part hereof (the “Premises”), on terms and conditions set forth in the Agreement.

The term of the option granted in the Agreement commenced on December 27, 2019 and shall expire, unless earlier terminated, on 12:01 a.m. on December 27, 2024 (the “Expiration Date”). Unless this Memorandum has been terminated prior to the Expiration Date by the recordation of a Release of Solar Option and Land Lease in the Cumberland County Registry of Deeds, signed by Lessee and specifically referencing this Memorandum, this Memorandum shall automatically cease to impart constructive notice of the Agreement from and after the Expiration Date.

The parties have executed and recorded this instrument for the purpose of imparting notice to all third parties of the Agreement.

This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

This Memorandum and the Agreement are governed by Maine law.

This Memorandum may be executed in multiple counterparts, which when assembled together shall constitute one instrument.

The addresses of Lessor and Lessee for purposes of notice are:

Lessor:

R.N. Willey & Sons Excavating, Inc.
P.O. Box 28
South Casco, Maine 04077

Lessee:

Sebago Solar, LLC
c/o Next Phase Energy Services, LLC
143 Highland Shores Road
Casco, ME 04015

IN WITNESS WHEREOF, Lessor and Lessee have caused this this Memorandum to be executed by their duly authorized representatives as of the dates of the notary acknowledgements below.

LESSOR:

R.N. WILLEY & SONS EXCAVATING, INC.

By: James N. Willey
Name: James N. Willey
Its: President

STATE OF MAINE

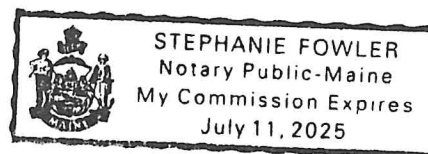
COUNTY OF § Cumberland

December 27th, 2019

PERSONALLY APPEARED the above-named James Willey of R.N. Willey & Sons Excavating, Inc. as aforesaid, 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,

Stephanie Fowler
Print Name: Stephanie Fowler
Notary Public/Attorney at Law
My commission expires: July 11, 2025



LESSEE:

SEBAGO SOLAR, LLC

By: Mainely Solar, LLC

Its: Manager

By: Name: Dave Fowler

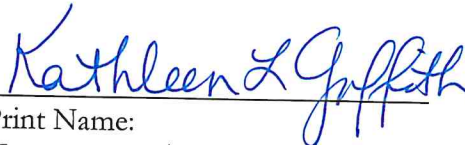
Title: Manager

STATE OF MAINE }

COUNTY OF Cumberland }December 27, 2019

PERSONALLY APPEARED the above-named Dave Fowler, Manager of Mainely Solar, LLC, Manager of Sebago Solar, LLC, as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed in his/~~her~~ said capacity and the free act and deed of said limited liability companies.

Before me,



Print Name:

Notary Public/Attorney at Law

My commission expires:

SEAL

KATHLEEN L. GRIFFITH
Notary Public, Maine
My Commission Expires November 26, 20 20

EXHIBIT A

DESCRIPTION OF PREMISES

Certain real property generally depicted as Map 23A, Lot 4B on the Town of Windham 2018 Property Maps, a copy of which is attached hereto as Exhibit A-1, and more particularly described in a deed to R.N. Willey & Sons Excavating, Inc. recorded in the Cumberland County Registry of Deeds in Book 15765, Page 0154, to which reference is hereby made for a more particular description of the Premises.

EXHIBIT A-1



THESE MAPS ARE FOR ASSESSMENT
PURPOSES ONLY AND ARE NOT FOR
CONVEYANCE.

These Tax Maps are based on original maps compiled by James W. Sewall Co.

**TOWN OF WINDHAM
CUMBERLAND COUNTY, MAINE
2018 PROPERTY MAPS**

SOURCE:
Wisconsin Tax Assistant's Office
Completion Date: April 1, 2018
Prepared by: Elisa Trampier
Wisconsin GIS Department
Not to scale

Exhibits

Map 23

Received
Recorded Register of Deeds
Jan 07, 2020 01:51:06P
Cumberland County
Nancy A. Lane

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2
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RAYMOND

R.N. Willey & Sons
Excavating, Inc.

RAYMOND

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0057534

BK 115765 PG 154

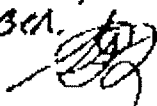
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT I, Stanley P. Quinn, Jr., an individual with a mailing address of 361 Raymond Cape Road, Raymond, Maine 04071, in consideration of One Dollar (\$1.00) and other valuable consideration paid by R.N. Willey & Sons Excavating, Inc., a Maine corporation with a mailing address of 13 Scott Drive, Casco, Maine 04015, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said R.N. Willey & Sons Excavating, Inc., its successors and assigns forever, a certain lot or parcel of land located in the Town of Windham, County of Cumberland, and State of Maine, all as more particularly described in Exhibit A attached hereto, and made a part hereof.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said R.N. Willey & Sons Excavating, Inc., its successors and assigns, to their use and behoof forever.

AND I do COVENANT with the said Grantee, their successors and assigns, that I am lawfully seized in fee of the premises, that they are free of all encumbrances, that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will WARRANT AND DEFEND the same to the said Grantee, their successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Stanley P. Quinn, Jr. have hereunto set my hand and seal this 2 day of ~~September~~ ^{October}, A.D. 2000.



Signed, Sealed and Delivered
In Presence of


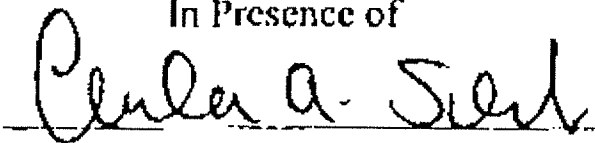

Stanley P. Quinn, Jr.

EXHIBIT A

A certain lot or parcel of land situated in the Town of Windham, Cumberland County, Maine, bounded and described as follows:

BEGINNING at a No. 5 rebar located on the town line between Windham and Raymond; said rebar is located N 51° 44' 52" E, 1538.92 feet along said town line from a town monument located on the easterly sideline of Route 302; said rebar is also located on the easterly sideline of Pipeline Road; thence N 51° 44' 52" E along said town line and other land now or formerly of Stanley P. Quinn as described in deed Book 7851, Page 274, Cumberland County Registry of Deeds, 926.38 feet to a no. 5 rebar; thence continuing N 51° 44' 52" E along the town line, 950 feet to a No. 5 rebar; thence S 61° 17' 08" E continuing along other land now or formerly Quinn as described in deed Book 10221, Page 341 Cumberland County Registry of Deeds, 641.23 feet to a No. 5 rebar located on the westerly sideline of a Central Maine Power Co. right of way; thence S 12° 34' 32" W along the westerly sideline of said Central Maine Power Co. right of way, 1535.27 feet to a No. 5 rebar at other land of Quinn; thence S 87° 40' 34" W, 874.15 feet to a No. 5 rebar; thence N 65° 08' 40" W continuing along other land now or formerly of Quinn, 1236.99 feet to a no. 5 rebar; thence S 41° 49' 42" W continuing along other land now or formerly Quinn, 635.51 feet to a no. 5 rebar located on the easterly sideline of Pipeline Road; thence N 3° 55' 52" E along the easterly sideline of Pipeline Road, 150.00 to the point of beginning. Said parcel contains 40.96 acres. Bearings are magnetic of the year 2000. Said parcel is conveyed with a 50 foot right of way leading northeasterly from the terminus of Viola Avenue in the Town of Raymond to the above described parcel. Said parcel is also subject to easement and/or right of ways of record.

Reference is made to an unrecorded Plan entitled "Standard Boundary Survey for R.N. Willey & Sons Excavation, Inc." by Survey, Inc., R.N. Farthing, Surveyor, dated June 2000.

RECEIVED
RECORDED REGISTRY OF DEEDS

2002 OCT -3 PM 3:19

CUMBERLAND COUNTY

John B. Quinn

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made by and between **R.N. WILLEY & SONS EXCAVATING, INC.**, a Maine corporation with a mailing address of P.O. Box 28, South Casco, Maine 04077 ("Grantor"), and **SEBAGO SOLAR, LLC**, a Maine limited liability company with a mailing address of 143 Highland Shores Road, Casco, Maine 04105 ("Grantee").

WHEREAS, Grantor is the owner of a certain parcel of land in the Town of Windham, Cumberland County, Maine, depicted as Windham Tax Map 23 Lot 4B and more particularly described in a Deed recorded at the Cumberland County Registry of Deeds in Book 15765 Page 154 (the "Project Land");

WHEREAS, in accordance with a Solar Option and Land lease between Grantor and Grantee dated December __, 2021, a Memorandum of which being recorded at said Registry in Book 36323 Page 155, Grantee plans to construct and operate a commercial solar energy project on the Project Land (the "Solar Project");

WHEREAS, in connection with the Solar Project, Grantee desires to have access and to construct electric cable lines and related facilities and equipment within an approximately sixty-foot strip of other land of Grantor adjacent to the Project Land and located in the Town of Raymond, including overhead or underground cables, lines, conduits, network connections, data acquisition, telecommunications and transmission lines, interconnect lines, and related facilities and equipment (collectively, the "Solar Collection Facilities"); and

WHEREAS, Grantor is willing to grant an easement to Grantee for the Solar Collection Facilities, on the following terms and conditions;

NOW THEREFORE, Grantor does hereby grant to Grantee, its successors and assigns, with Quitclaim Covenant, the rights and easements hereinafter set forth, which are to be exercised upon and with respect to that generally sixty foot (60') wide portion of Grantor's land located in the Town of Raymond, Cumberland County, Maine shown on the attached EXHIBIT A and more particularly described on the attached EXHIBIT B (the "Easement Area").

1. Scope of Easement. The rights and easements hereby conveyed to Grantee are as follows:
 - a. the right to enter upon the Easement Area at any time for purposes of vehicular access between Pipeline Road and the Solar Project, including hauling equipment, trucks and other machinery as desired by Grantee in connection with the Solar Collection Facilities and the Solar Project;

- b. the right to dig holes, to erect, construct, replace, remove, maintain, operate, repair, upgrade, and use the Solar Collection Facilities, together with their strengthening supports, sufficient foundations and supports, all as Grantee may from time to time desire within the Easement Area;
 - c. the right to excavate, grade, level, and fill the land, cut or trim and remove trees and shrubs, install utility services, lay, bury, install, construct, maintain, operate, repair, upgrade, remove and use the Solar Collection Facilities and other apparatus used or useful for the transmission of electricity and/or for communication purposes and/or for ingress and egress, all as Grantee may from time to time desire within the Easement Area;
 - d. the right to construct, use, maintain and repair a roadway, necessary bridges and related roadway improvements within the Easement Area as may be necessary or convenient to Grantee to provide access or transit for such hauling equipment, trucks and other machinery, including rights (but no obligation) of snow removal and road grading;
 - e. the right to transmit electricity and data over said wires, cables or apparatus at any lawful voltage and for any lawful purpose, including the transmission of intelligence;
 - f. the right to clear and keep the Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions; and
 - g. the right at any and all times to enter on adjacent land of Grantor, to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of Grantee, interfere with the Solar Collection Facilities.
2. Compliance with Laws. Grantee shall at all times conduct its activities on and around the Easement Area (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 governmental approvals granted in connection with the Solar Project.
3. Non-Interference.
- a. Upon completion of construction of the Solar Collection Facilities, Grantor shall not (i) unreasonably interfere with or impair the operations of the Solar Collection Facilities, or (ii) take any action within the Easement Area that is inconsistent with Grantee's reasonable safety regulations or the requirements of any federal, state, or local codes, rules or ordinances or approval for the Solar Project, or commonly accepted utility practice.
 - b. Grantor acknowledges that Grantee is in the business of utility scale and distributed generation solar development, construction, and operation. Grantor acknowledges

and agrees that Grantor's activities and any grant of rights Grantor makes to any third party shall not, now or in the future, unreasonably interfere with the exercise by Grantee of any rights granted under this Easement Agreement, and Grantor shall not publicly oppose the Solar Project associated with the rights granted hereunder.

4. Reserved Rights of Grantor. Reserving to Grantor the use and enjoyment of the Easement Area for all purposes that do not interfere with the rights and easements hereby conveyed to Grantee.
5. Liens. Grantee shall keep the Easement Area free of all liens and claims of liens for labor and/or services related to Grantee's use of the Easement Area pursuant to this Easement Agreement. Nothing contained herein shall be interpreted as meaning that Grantee, or anyone claiming by, through or under Grantee, has consent by Grantor or any authority or power to permit any lien to attach to or to be placed upon the Easement Area.
6. Property Taxes. The Solar Collection Facilities constructed or installed by Grantee upon the Easement Area shall remain the property of Grantee. Grantee shall be responsible for any property taxes, assessments and other governmental charges assessed against and applicable to the Solar Collection Facilities of Grantee located on the Easement Area.
7. Assignment by Grantee. Also conveying to Grantee the absolute right to assign to others, including, without limitation, any utility company, in whole or in part, any or all of the rights and easements herein conveyed. Grantee shall have the right, without consent or approval by Grantor, to freely assign, mortgage, encumber, sublease, license or otherwise convey all or any portion of its interests under this Easement Agreement. Any assignee or transferee shall have the same rights as Grantee pursuant to this Easement Agreement with respect to any further assignment or transfer of its interest in this Easement Agreement.
8. Successors and Assigns. The rights, obligations, easements, and agreements herein contained shall run with the land and shall bind, and the benefits and advantages thereof shall inure to, the respective successors and assigns of the parties hereto.
9. Miscellaneous. Nothing contained herein shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever. This Easement Agreement will be construed, interpreted and applied under the laws of the State of Maine. Grantor, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of Grantee such documents and further assurances as Grantee may reasonably require for the purpose of evidencing, preserving or confirming the rights, obligations, easements and agreements contained herein.

Executed as a sealed instrument this ____ day of July, 2021.

GRANTOR:

R.N. WILLEY & SONS EXCAVATING, INC.

By: _____
James Willey, President

STATE OF MAINE

COUNTY OF _____

July ____, 2021

Then personally appeared the above-named James Willey, President of R.N. Willey & Sons Excavating, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Notary Public

Print Name:

My Commission Expires:

GRANTEE:

SEBAGO SOLAR, LLC

By: MAINELY SOLAR, LLC

Its: Manager

By: _____
Dave Fowler, Manager

STATE OF MAINE

COUNTY OF _____

July ____, 2021

Then personally appeared the above-named Dave Fowler, Manager of Mainely Solar, the Manager of Sebago Solar, LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited liability companies.

Before me,

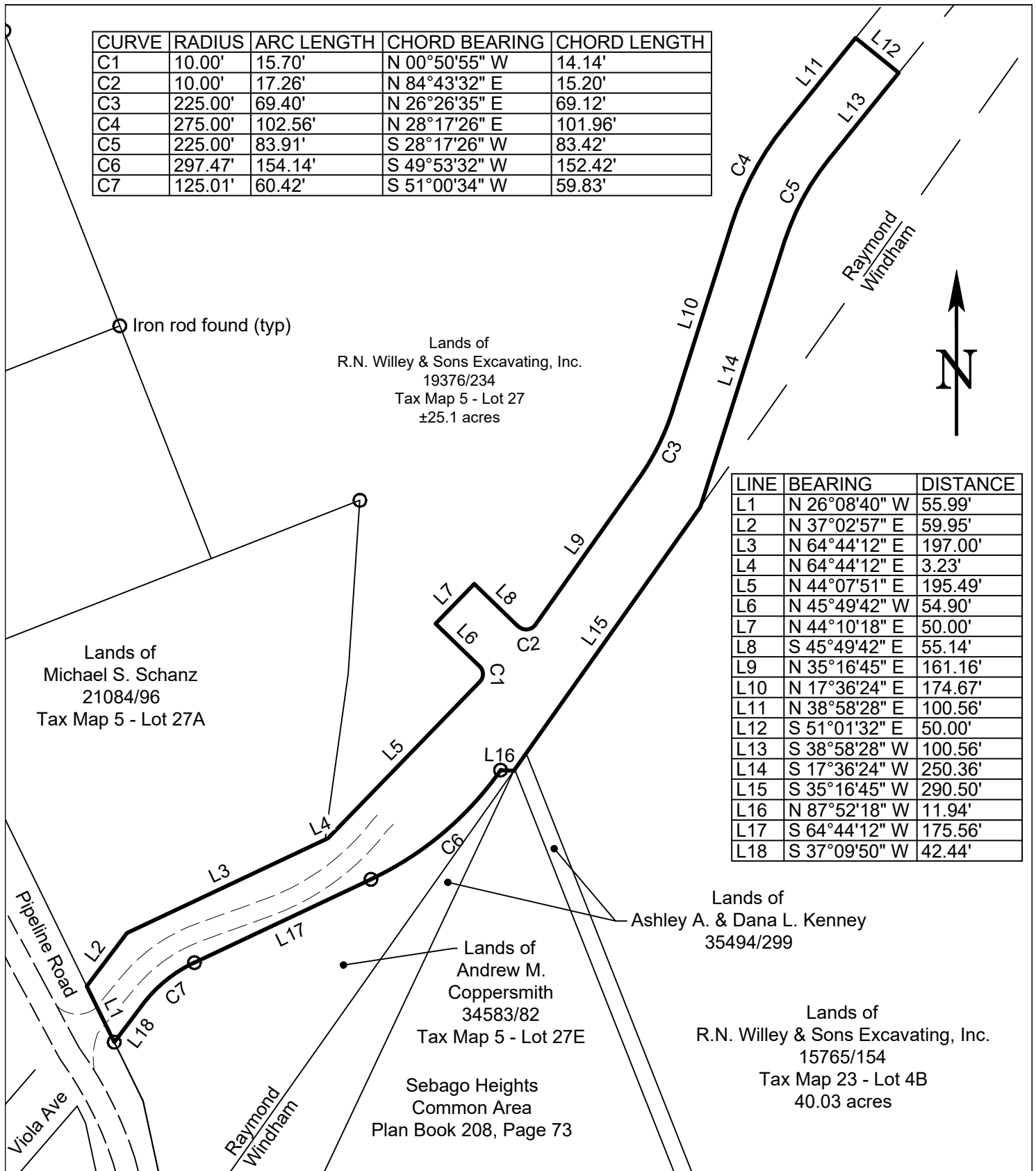
Notary Public

Print Name:

My Commission Expires:

EXHIBIT A
Easement Area Plan

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	10.00'	15.70'	N 00°50'55" W	14.14'
C2	10.00'	17.26'	N 84°43'32" E	15.20'
C3	225.00'	69.40'	N 26°26'35" E	69.12'
C4	275.00'	102.56'	N 28°17'26" E	101.96'
C5	225.00'	83.91'	S 28°17'26" W	83.42'
C6	297.47'	154.14'	S 49°53'32" W	152.42'
C7	125.01'	60.42'	S 51°00'34" W	59.83'



LINE	BEARING	DISTANCE
L1	N 26°08'40" W	55.99'
L2	N 37°02'57" E	59.95'
L3	N 64°44'12" E	197.00'
L4	N 64°44'12" E	3.23'
L5	N 44°07'51" E	195.49'
L6	N 45°49'42" W	54.90'
L7	N 44°10'18" E	50.00'
L8	S 45°49'42" E	55.14'
L9	N 35°16'45" E	161.16'
L10	N 17°36'24" E	174.67'
L11	N 38°58'28" E	100.56'
L12	S 51°01'32" E	50.00'
L13	S 38°58'28" W	100.56'
L14	S 17°36'24" W	250.36'
L15	S 35°16'45" W	290.50'
L16	N 87°52'18" W	11.94'
L17	S 64°44'12" W	175.56'
L18	S 37°09'50" W	42.44'

Bearings are oriented to Grid North of the Maine State Coordinate System, West Zone NAD83(2011).

Easement Exhibit
on lands of
R.N. Willey & Sons Excavating, Inc.
Pipeline Road - Raymond, Maine
1"=120'

Project #20011
October 21, 2020

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

An easement of varying width, for all purposes including utilities, situate easterly of Pipeline Road, so called, opposite its intersection with Viola Avenue, so called, in the Town of Raymond, County of Cumberland, State of Maine, being more particularly described as follows:

Beginning at an iron rod found on the easterly sideline of said Pipeline Road at the northwesterly corner of lands now or formerly of Andrew M. Coppersmith as described in a deed from R.N. Willey & Sons Excavating, Inc. dated January 3, 2018 recorded in Volume 34583, Page 82;

Thence N 26°08'40" W by and along the easterly sideline of said Pipeline Road, a distance of 55.99 feet to the southwesterly corner of lands now or formerly of Michael S. Schanz as described in a deed from R.N. Willey & Sons Excavating, Inc. dated March 23, 2004 recorded in Volume 21084, Page 96;

Thence N 37°02'57" E by and along the southerly line of said lands of Michael S. Schanz, a distance of 59.95 feet to a point;

Thence N 64°44'12" E by and along the southerly line of said lands of Michael S. Schanz, a distance of 197.00 feet to the southeasterly corner thereof;

Thence continuing N 64°44'12" E, a distance of 3.23 feet to a point;

Thence N 44°07'51" E, a distance of 195.49 feet to a point of curvature;

Thence in a northerly direction, along a curve to the left with a radius of 10.00 feet, an arc distance of 15.70 feet to a point of tangency, said curve having a chord bearing N 00°50'55" W, a chord distance of 14.14 feet;

Thence N 45°49'42" W, a distance of 54.90 feet to a point;

Thence N 44°10'18" E, a distance of 50.00 feet to a point;

Thence S 45°49'42" E, a distance of 55.14 feet to a point of curvature;

Thence in an easterly direction, along a curve to the left with a radius of 10.00 feet, an arc distance of 17.26 feet to a point of tangency, said curve having a chord bearing N 84°43'32" E, a chord distance of 15.20 feet;

Thence N 35°16'45" E, a distance of 161.16 feet to a point of curvature;

Thence in a northeasterly direction, along a curve to the left with a radius of 225.00 feet, an arc distance of 69.40 feet to a point of tangency, said curve having a chord bearing N 26°26'35" E, a chord distance of 69.12 feet;

Thence N 17°36'24" E, a distance of 174.67 feet to a point of curvature;

Thence in a northeasterly direction, along a curve to the right with a radius of 275.00 feet, an arc distance of 102.56 feet to a point of tangency, said curve having a chord bearing N 28°17'26" E, a chord distance of 101.96 feet;

Thence N 38°58'28" E, a distance of 100.56 feet to a point;

Thence S 51°01'32" E, a distance of 50.00 feet to a point;

Thence S 38°58'28" W, a distance of 100.56 feet to a point of curvature;

Thence in a southwesterly direction, along a curve to the left with a radius of 225.00 feet, an arc distance of 83.91 feet to a point of tangency, said curve having a chord bearing S 28°17'26" W, a chord distance of 83.42 feet;

Thence S 17°36'24" W, a distance of 250.36 feet to a point;

Thence S 35°16'45" W, a distance of 290.50 feet to the northeasterly corner of said lands of Andrew M. Coppersmith;

Thence N 87°52'18" W by and along the northerly line of said lands of Andrew M. Coppersmith, a distance of 11.94 feet to an iron rod found;

Thence in a southwesterly direction, by and along the northerly line of said lands of Andrew M. Coppersmith, along a non-tangent curve to the right with a radius of 297.47 feet, an arc distance of 154.14 feet to an iron rod found at a point of tangency, said curve having a chord bearing S 49°53'32" W, a chord distance of 152.42 feet;

Thence S 64°44'12" W by and along the northerly line of said lands of Andrew M. Coppersmith, a distance of 175.56 feet to an iron rod found;

Thence in a southwesterly direction, by and along the northerly line of said lands of Andrew M. Coppersmith, along a non-tangent curve to the left with a radius of 125.01 feet, an arc distance of 60.42 feet to a point, said curve having a chord bearing S 51°00'34" W, a chord distance of 59.83 feet;

Thence S 37°09'50" W, a distance of 42.44 feet to the point of beginning.

Bearings are oriented to Grid North of the Maine State Coordinate System, West Zone NAD83(2011).

Documents cited herein are recorded in the Cumberland County Registry of Deeds.

Acheron Engineering, LLC
Engineering & Environmental & Consultants
www.AcheronEngineering.com

May 29, 2024

Town of Windham Planning Board
8 School Road
Windham, Maine 04062

RE: Land Use Ordinance Waiver Request for the Sebago Solar Project

Dear, Board Members

On behalf of our client Sebago Solar, LLC we request that member of the board consider waiving the buffer requirement set forth in Section 120-566.E(2)(b), Solar Energy Systems of the Windham Land Use Ordinance. The same section provides flexibility for the Planning Board to waive some or all of the buffer yard planting.

The basis for this request is twofold. First, the change of use from a active gravel pit to a solar energy system will by default meet the purpose of land use ordinance section 120-51, Buffer yard. The development will;

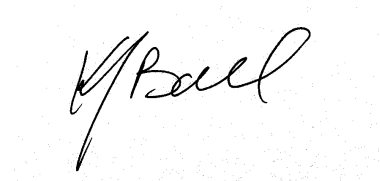
1. Create a more attractive visual setting.
2. Reduce air pollution, dust, dirt and litter.
3. Eliminate the current noise impact.
4. Prevent undesirable access to dangerous areas.
5. Create a more attractive view.

Second, the project has been designed to provide natural buffers for visual screening from the residents of Windham. This is accomplished by retaining existing vegetation or promoting the establishment of natural vegetation over time. A natural forested buffer will remain to the east that exceeds 300 feet. The project fence line is setback 70 feet from residences to the south. The southern section of the fence will include Fencescreen Hedge Slats that will mimic natural hedges. This will screen any visual impact to the southern abutters until natural vegetation is established outside the fence line. The single abutter to the west will not be visually impacted by the project, due to topography and the existing wooded buffer will remain at a minimum of 100 feet from the parcel boundary. Last, the lands that abuts the northern boundary of the project is part of RN Willey parcel, which is located in the town of Raymond, does not include a private or

public road and is likely not developable due to the presence of a large wetland within approximately 135 feet of the project boundary

We look forward to reviewing this request with all of you.

Respectfully Submitted,
Acheron Engineering

A handwritten signature in black ink, appearing to read 'K. Ball', is centered below the typed name. The signature is fluid and cursive.

Kirk Ball, PE 11681

Cc: David Fowler, Sebago Solar, LLC
Lucy Fowler, Sebago Solar, LLC

Enclosure: Performance Standards Waiver Request Form

TOWN OF WINDHAM

SITE PLAN APPLICATION

Performance Standards Waiver Request Form (Section 808 – Site Plan Review, Waivers)

Project Name: Sebago Solar

Tax Map: 23

Lot(s): 4B

**Waivers are requested from the following Performance and Design Standards
(Add forms as necessary):**

Ordinance Section	Standard	Mark which waiver this form is for
120-566.E(2)(b)	Solar Energy Systems, Buffer	<input checked="" type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

- a. Describe how a waiver from the standard indicated above will improve the ability of the project to take the property's pre-development natural features into consideration. Natural features include, but are not limited to, topography, location of water bodies, location of unique or valuable natural resources, relation to abutting properties or land uses. Attach a separate sheet if necessary.

The basis for this request is twofold. First, the change of use from a active gravel pit to a solar energy system will by default meet the purpose of land use ordinance section 120-51, Buffer yard. The development will;

1. Create a more attractive visual setting.
2. Reduce air pollution, dust, dirt and litter.
3. Eliminate the current noise impact.
4. Prevent undesirable access to dangerous areas.
5. Create a more attractive view.

Second, the project has been designed to provide natural buffers for visual screening from the residents of Windham. This is accomplished by retaining existing vegetation or promoting the establishment of natural vegetation over time. A natural forested buffer will remain to the east that exceeds 300 feet. The project fence line is setback 70 feet from residences to the south. The southern section of the fence will include Fencescreen Hedge Slats that will mimic natural hedges. This will screen any visual impact to the southern abutters until natural vegetation is established outside the fence line. The single abutter to the west will not be visually impacted by the project, due to topography and the existing wooded buffer will remain at a minimum of 100 feet from the parcel boundary. Last, the lands that abuts the northern boundary of the project is part of RN Willey parcel, which is located in the town of Raymond, does not include a private or public road and is likely not developable due to the presence of a large wetland within approximately 135 feet of the project boundary.

Ordinance Section: 120-566.E(2)(b)

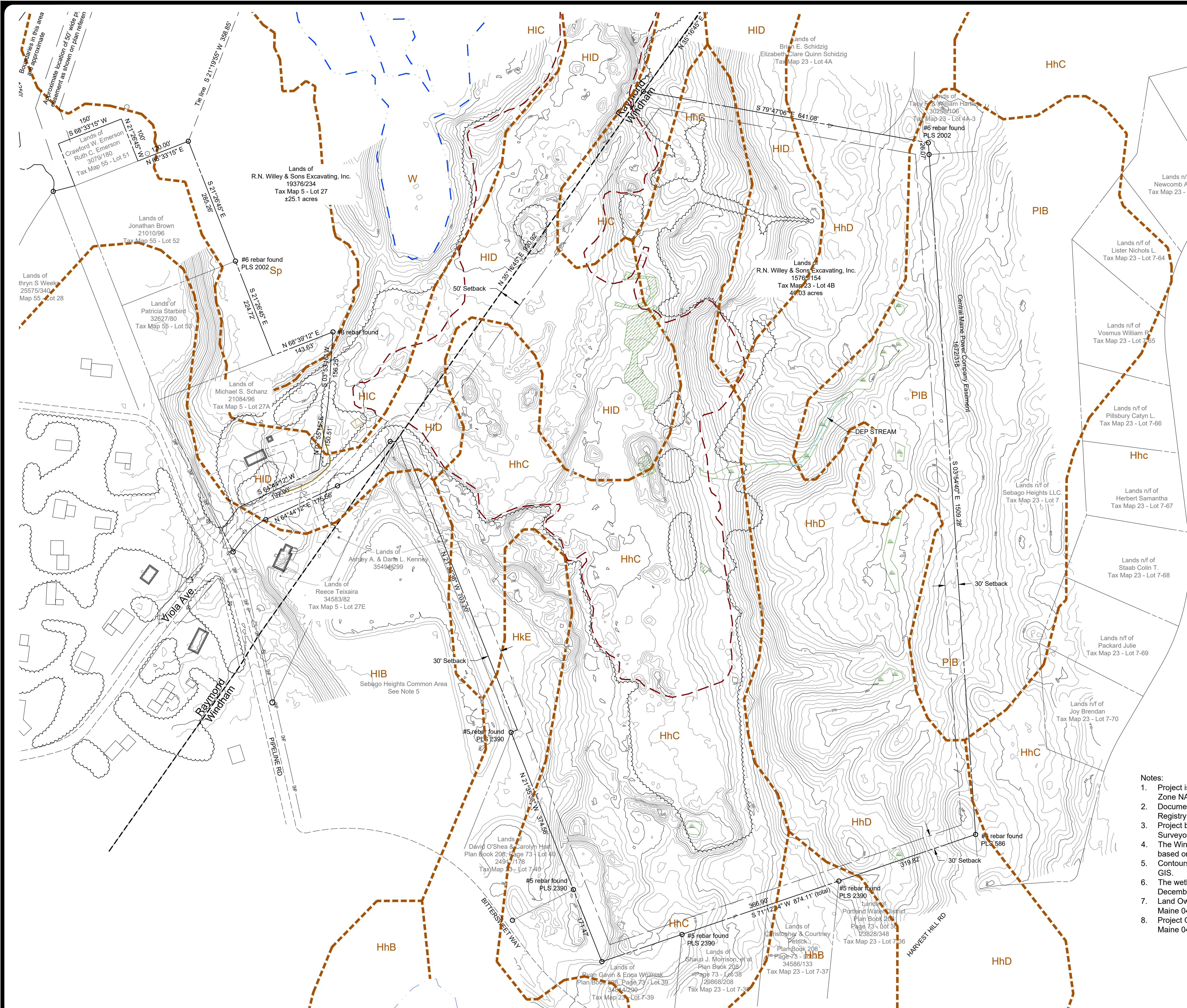
b. Will the waiver have an impact on any of the following criteria?

	Yes	No
Water or air pollution	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Light pollution or glare	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Soil erosion	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Traffic congestion or safety	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pedestrian safety or access	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supply of parking	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewage disposal capacity	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Solid waste disposal capacity	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Scenic or natural beauty, aesthetics, historic sites, or rare or irreplaceable natural areas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Flooding or drainage issues on abutting properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The Town's ability to provide the subdivision with public safety services (if subdivision)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If granting the waiver will result in an impact on any of the criteria above, please provide more detail below.

Plans

1. Existing & Proposed Sketch Plans
2. Parcel Boundary Survey

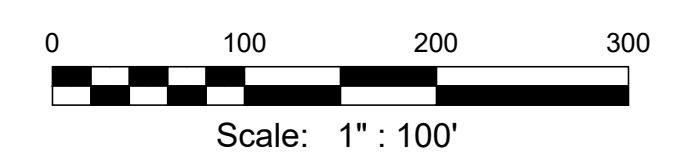


Site Location Map
NTS



- LEGEND**
- Town Line
 - Property Line
 - Major Existing Contours
 - Minor Existing Contours
 - Existing Roadway
 - Setback
 - Existing Overhead Power
 - Active Gravel Pit Boundary
 - Forested Wetland
 - Non-Jurisdictional Wetland
 - Utility Pole
 - Treeline
 - Rock Wall

- Notes:**
1. Project is referenced horizontally to the Maine State Coordinate System, West Zone NAD83(2011).
 2. Documents referenced on this plan are recorded in the Cumberland County Registry of Deeds unless otherwise noted.
 3. Project boundary survey and abutters completed by Plisga & Day Land Surveyors.
 4. The Windham(Raymond) town line was determined by Plisga and Day and based on local evidence.
 5. Contours for the project area were obtained from the State of Maine Office of GIS.
 6. The wetland delineations were conducted by Albert Frick Associates, Inc. on December 16, 2020.
 7. Land Owner: R. N. Willey & Sons Excavating, 299 Roosevelt Trail, Casco, Maine 04015
 8. Project Owner/Applicant: Sebago Solar, LLC, 143 Highland Shores Road, Casco, Maine 04015

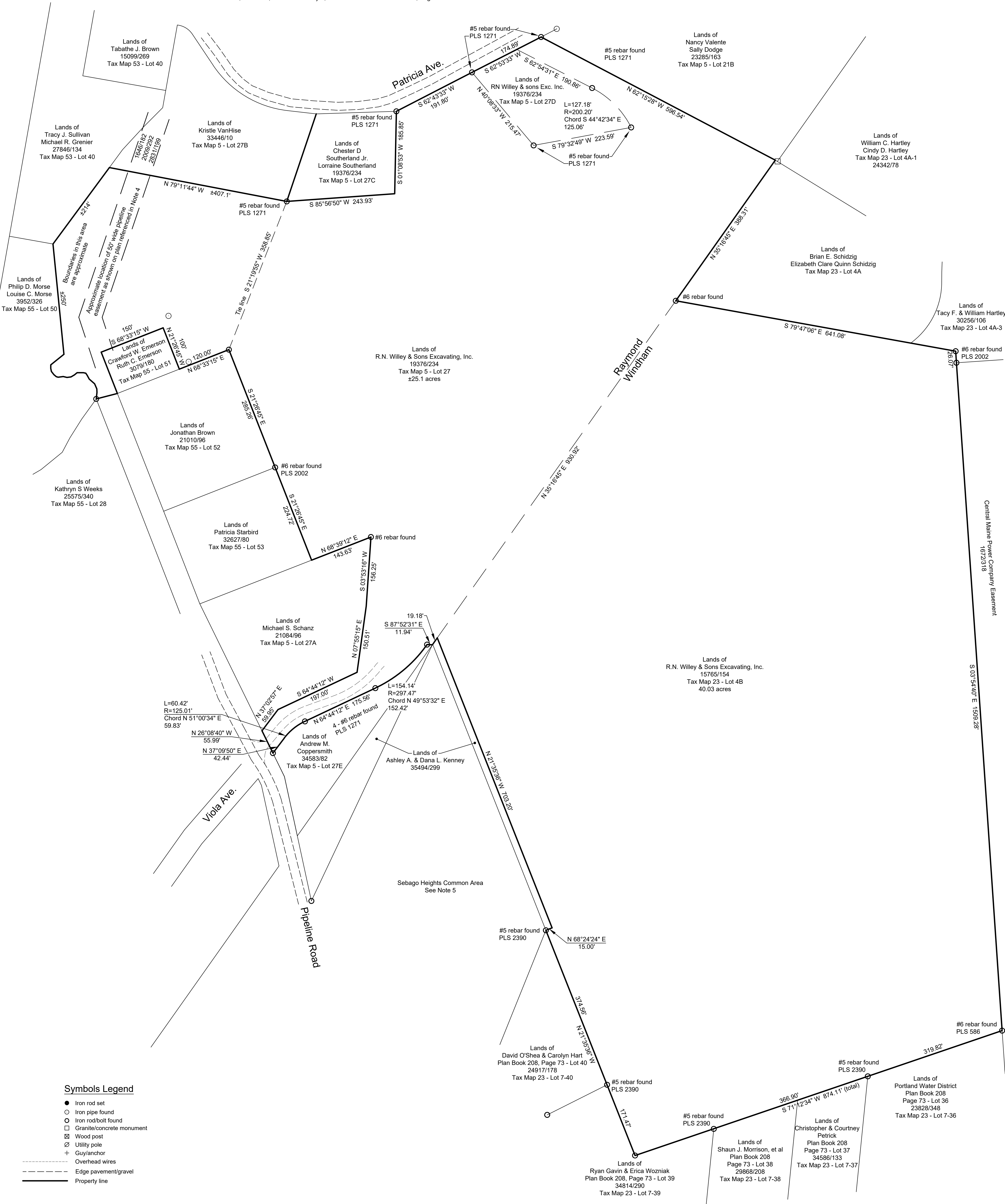
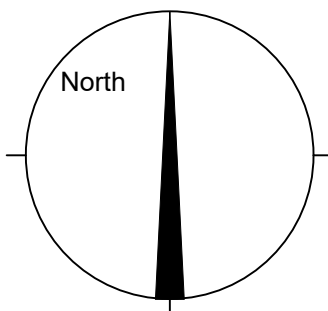
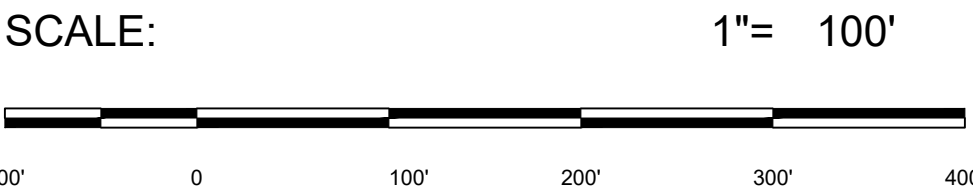


FOR REGULATORY REVIEW
DO NOT USE FOR CONSTRUCTION

TOWN OF WINDHAM, ME. SKETCH PLAN REVIEW ONLY

Drwn By: BFG	Desg By: BFG / KJB	Chkd By: KJB	Aprvd By: KJB	Date: 10-19-21	Revision Description	No.	Drwn	Chkd	Date
ACHERON ENGINEERING, LLC Engineering & Environmental Consultants www.AcheronEngineering.com 153 Main St. Newport, ME 04953 (207) 341-2590									
Site Plan Existing Conditions Sebago Solar, LLC Cumberland County 77 Pipeline Road - Windham, Maine									
Job Number: 80930									
Drawing No: C-1									
Sheet 1 of 2									

Notes:
(1) Documents referenced on this plan are recorded in the Cumberland County Registry of Deeds unless otherwise noted.
(2) Project is referenced horizontally to the Maine State Coordinate System, West Zone NAD83(2011).
(3) The Windham/Raymond town line was determined based on local evidence.
(4) Reference is made to the Subdivision Plan, Pipeline Road and Patricia Avenue, Raymond, Maine for R.N. Willey & Sons Excavating, Ins. dated February 7, 2017 recorded in Plan Book 217, Page 81.
(5) Reference is made to the First Amended Subdivision Plan of Sebago Heights, Pipeline Road, Windham, Maine dated July 6, 2007 recorded in Plan Book 208, Page 73.



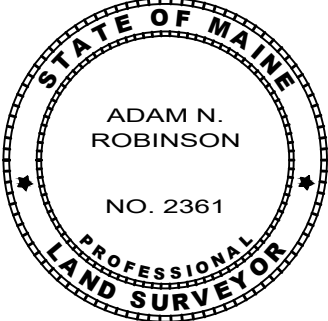
Symbols Legend

- Iron rod set
- Iron pipe found
- Iron rod/bolt found
- Granite/concrete monument
- ⊗ Wood post
- ⊕ Utility pole
- + Guy/anchor
- Overhead wires
- - - - - Edge pavement/gravel
- _____ Property line

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE
DATE: April 28, 2021
PROJ. NO. 20011
Email: info@WeMapIt.com
Phone: (207) 947-0019
Toll-Free: 1-800-734-0019
DRAWING FILE: 20011.dwg
www.WeMapIt.com

Survey Standard:
This plan was prepared from information obtained by a survey conforming substantially to the requirements of Technical Standards contained in Chapter 90, Part 2, of the Rules of the Board of Licensure for Professional Land Surveyors, effective April 1, 2001. Monuments not set.

Adam N. Robinson
Adam N. Robinson, Maine Licensed
Professional Land Surveyor No. 2361



Survey Plan
property of
R. N. Willey & Sons Excavating, Inc.
Cumberland County Registry of Deeds
Volume 19376, Page 234
Volume 15765, Page 154
Pipeline Road - Windham, Maine