

LAND USE

181 Attachment 4

Town of Standish

Contract Zoning Agreement

CONTRACT ZONING AGREEMENT
BY AND BETWEEN
THE TOWN OF STANDISH
AND
NHSOLARGARDEN.COM, LLC

This Contract Zoning Agreement (“Agreement”) is entered into this 9th day of September, 2025, by and between the Town of Standish, a Maine municipal corporation with a mailing address of 175 Northeast Road, Standish, ME 04084 (the “Town”) and NhSolarGarden.com, LLC, a New Hampshire limited liability company with a mailing address of 7295 Surfbird Circle, Carlsbad, CA 92011 (the “Property Owner”) (collectively, the “Parties”), pursuant to the conditional and contract rezoning provisions set forth in 30-A M.R.S. § 4352(8) and Section 181-11 of the Standish Zoning Ordinance (the “Zoning Ordinance”).

WHEREAS, the Property Owner owns a parcel of land located at 100 Orchard Road in Standish described in a deed recorded in the Cumberland County Registry of Deeds Book 39497, Page 103 and identified as Map 10, Lot 69F on the Town Tax Maps (the “NHSG Property”); and

WHEREAS, on April 12, 2022, the Town and the Property Owner, as well as RR & JP Properties, LLC, Karen P. Floor, Mark D. Floor, and Remarkable Homes, Inc., entered into a Contract Zone Agreement establishing an approximately 70.49-acre Orchard Road Solar Contract Zone authorizing a Large-Scale Ground Mounted Solar Energy System as a permitted use within the Contract Zone and establishing certain land use restrictions thereon (the “Original Contract Zone Agreement”); and

WHEREAS, the Original Contract Zone Agreement contemplated a proposal for a Large-Scale Ground Mounted Solar Energy System spanning across land owned by Karen Floor and Mark Floor, now owned by the Property Owner, (Map 10, Lot 69F) and land owned by RR & JP Properties, LLC (Map 10, Lot 61); and

WHEREAS, the Property Owner now desires to revise the Original Contract Zone Agreement to remove from the Orchard Road Solar Contract Zone the land of RR & JP Properties, LLC and contain the proposed development entirely within the property currently owned by the Property Owner—*i.e.*, the NHSG Property, totaling approximately 40 acres (the “Revised Contract Zone Area”); and

WHEREAS, the Revised Contract Zone Area is currently located in the Standish Corner District Form Based Code Village District (“SCD FBCVD”) under the Zoning Ordinance; and

WHEREAS, “Large-Scale Solar Energy System” is currently defined in the Zoning Ordinance as “[a] solar energy system that occupies 17,000 square feet or more of surface

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area; surface area shall be measured by the total surface area of the solar collector at maximum tilt that occupies a given space"; and

WHEREAS, Large-Scale Solar Energy System is not currently a permitted use in the SCD FBCVD zoning district, but is a permitted use under the Orchard Road Solar Contract Zone; and

WHEREAS, the Revised Contract Zone Area is separated from the development on Ossipee Trail by a large area of wetlands, effectively isolating it from the Standish Corner village; and

WHEREAS, environmental conditions and applicable regulations severely limit the ability to develop the Revised Contract Zone Area with a use that is permitted in the underlying zoning district; and

WHEREAS, Orchard Road Solar, LLC, a New Hampshire limited liability corporation qualified to conduct business in Maine, with a mailing address of 7295 Surfbird Circle, Carlsbad, CA 92011, (the "Developer") wishes to lease all or a portion of the NHSG Property for the development of a Large-Scale Ground-Mounted Solar Energy System (the "Solar Site"); and

WHEREAS, the Solar Site is depicted on the attached plan entitled "Orchard Road Solar, Overall Site Plan" prepared by Terradyn Consultants, LLC and dated May 12, 2025, shown on *Exhibit A* as the SOLAR AREA (the "Solar Site Project"); and

WHEREAS, the Property Owner has requested a rezoning of the Orchard Road Solar Contract Zone to permit the Solar Site Project to proceed within the Revised Contract Zone Area (the "Revised Contract Zone"); and

WHEREAS, the Solar Site Project and Revised Contract Zone serves the Town's community policy to "encourage new business, commercial and industrial development to locate within Growth and Transitional Areas" as set forth in the Future Land Use Plan on page 36 of the 2006 Comprehensive Plan Update; and

WHEREAS, the Solar Site Project and Revised Contract Zone serves the Town's community policy to "buffer new businesses to help preserve rural character" as set forth in the Economic Development chapter on page 69 of the 2006 Comprehensive Plan Update; and

WHEREAS, the Solar Site Project and Revised Contract Zone serves the Town's community policy to encourage commercial development that "does not overly burden public services and infrastructure, or natural resources" as set forth in the Economic Development chapter on page 69 of the 2006 Comprehensive Plan Update; and

WHEREAS, the Solar Site Project and Revised Contract Zone serves the Town's community policy to "Plan for potential new roads so that the investment is targeted to the

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designated growth areas” as set forth in the Transportation System chapter on page 78 of the 2006 Comprehensive Plan Update; and

WHEREAS, all of the required public hearings concerning the Revised Contract Zone have been duly noticed and conducted in accordance with Maine law; and

WHEREAS, the Planning Board, pursuant to § 181-11.5 of the Zoning Ordinance and 30-A M.R.S. § 4352(8), and after notice and hearing and due deliberation thereon, recommended the rezoning of the Revised Contract Zone Area as aforesaid; and

WHEREAS, the Town, acting by and through the Town Council, is authorized to approve contract zoning agreements pursuant to § 181-11.6 of the Zoning Ordinance and the provisions of 30-A M.R.S. § 4352(8); and

WHEREAS, the Town, acting by and through the Town Council, therefore, has determined that the Revised Contract Zone would be, and is, pursuant to and consistent with the Town’s growth management program and Comprehensive Plan adopted pursuant to 30-A M.R.S. § 4321 *et seq.* and consistent with the existing and permitted uses within the original zoning district classification, and has authorized the execution of this Agreement and amendment of the Zoning Ordinance accordingly.

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the Parties covenant and agree as follows:

1. Zone Change. The Town hereby amends the Zoning Map of the Town of Standish by adopting the zoning map change amendment shown on *Exhibit B* to include the NHSG Property in the Orchard Road Solar Contract Zone (Map 10, Lot 69F) and, in recognition of and pursuant to the Contract Zoning Termination Agreement, attached hereto as *Exhibit C*, to exclude the land owned by RR & JP Properties, LLC (Map 10, Lot 61) from the Orchard Road Solar Contract Zone. The provisions of this Agreement shall operate as an “overlay” zone with respect to the area shown on Exhibit B, and except as otherwise set forth in this Agreement, all other requirements of the underlying SCD FBCVD zoning district shall apply.

2. Permitted Uses Within the Orchard Road Contract Zone. The uses permitted within the Orchard Road Contract Zone established in Section 1 above shall be as follows:

(a) All uses authorized as of the date of execution of this Agreement, and as may be amended hereafter, as permitted uses in the SCD FBCVD.

(b) Large-Scale Ground Mounted Solar Energy Systems, as defined in the Zoning Ordinance, as may be amended hereafter.

3. Restrictions within the Orchard Road Contract Zone. The underlying standards of the SCD FBCVD are modified as follows:

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(a) Except as provided below in subsection (b), all standards set forth in Article VIC (Regulations Concerning Solar Energy Systems) of the Zoning Ordinance shall apply to the development of the Orchard Road Contract Zone and shall supersede all conflicting standards in the SCD FBCVD.

(b) The Orchard Road Contract Zone may be accessed by a private way that meets the standards set forth in § 181-14(C)(4) of the Zoning Ordinance for private ways that serve two residences.

4. Site Connectivity. Except as may be reasonably necessary during construction, the principal vehicular access point to the Solar Site shall be located off of Rose Lane. Access to the Orchard Road Contract Zone via a future 66 foot wide right of way to provide future connectivity to Cowan Road shall be provided as part of the Solar Site Project.

5. Fire Protection. At least one specialized transport skid unit (pump and water tank) and compatible utility terrain vehicle (UTV) will be required in order to provide sufficient emergency fire access to the Solar Site Project. On or before 60 days from the execution of this Agreement, the Developer shall contribute \$10,000 to the Town for the purchase of such equipment, such equipment to be approved by the Standish Fire Chief and to be purchased directly by the Town.

6. Performance Guarantees. Performance Guarantees, in the form of a bond, escrow agreement, irrevocable letter of credit, or other surety, shall be provided for the Solar Site Project as required by § 181-49.36 of the Zoning Ordinance, as may be amended from time to time. The performance guarantees shall be in a form acceptable to the Town Attorney and posted before commencement of any work. The amount of such performance guarantees shall be established by the Town, acting by and through the Town Planner, in consultation with its outside consulting engineer, based on its reasonable estimate of 150% of the estimated demolition cost of the Solar Site Project.

7. Miscellaneous Provisions.

(a) Future Development: Except as expressly modified herein, development in the Orchard Road Contract Zone shall be governed by and comply with the provisions of the Zoning Ordinance and any applicable amendments thereto or replacement thereof.

(b) Survival Clause: The terms and conditions of this Agreement shall run with the land and be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of the Parties hereto.

(c) Further Assurances: In order to effectively and properly implement this Agreement, the Parties agree to negotiate in good faith the terms and conditions of such further instruments and agreements as may be reasonably necessary from time to time to give effect to this Agreement.

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(d) Maine Agreement: This contract is a Maine agreement, entered into in the State of Maine and shall be governed by and enforced in accordance with the laws of the State of Maine, excluding choice of law principles.

(e) Enforcement: The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through an enforcement action pursuant to Article VII (Administration and Enforcement) of the Zoning Ordinance and 30-A M.R.S. § 4452, both as may be amended from time to time, and through legal action for specific performance of this Agreement.

(f) Termination: In the event that the Developer, the Property Owner or their heirs, successors or assigns fail to develop the Solar Site Project in accordance with the terms and understandings of this Agreement within three (3) years of its execution, or in the event of any other breach hereof, and such failure or breach continues for a period of thirty (30) days after written notice of such failure or breach from the Town to the Developer, the Property Owner or their heirs, successors and assigns, or in the event such failure or breach cannot reasonably be remedied or cured within such thirty (30) day period, if the Developer, the Property Owner or their heirs, successors or assigns, fails to commence a cure or to remedy such failure or breach within said thirty (30) day period and thereafter fails to diligently prosecute such cure or remedy to completion in a thirty (30) day period, then this Agreement may be unilaterally terminated by the Town by vote of the Town Council. In that event, the Orchard Road Contract Zone may then be used only for such uses as otherwise allowed by law. In the event of any termination of this Agreement, the Property Owner shall properly execute, acknowledge and deliver to the Town, in recordable form and within thirty (30) days of the Town's request therefor, a notice of termination of this Agreement. The Property Owner agrees to pay the cost of recording the same. The Property Owner shall immediately record said notice of termination in the Cumberland County Registry of Deeds; *provided, however*, that in the event the Property Owner does not record such notice, the Property Owner hereby authorizes the Town to record such notice without execution thereof by the Property Owner.

(g) Future Amendments: The provisions of this Agreement shall be deemed restrictions on the use of the NHSG Property except as this Agreement may be amended by future written agreement by the Parties, or their successors-in-interest, without the need for approval of any other party except as otherwise provided by law.

(h) Severability: In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full force and effect, and the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

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(i) Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the Parties, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

(j) Recording: This Agreement shall be duly recorded by the Developer or the Property Owner at the Cumberland County Registry of Deeds within thirty (30) days of the date of this Agreement, with a copy of the recorded instrument contemporaneously provided to the Town Manager, or else it is void.

IN WITNESS WHEREOF, the Parties hereunto have caused this Agreement to be executed as of the day and year first above written.

[SIGNATURE PAGES FOLLOW]

LAND USE

WITNESS:

TOWN OF STANDISH

Tashia Pinkham
Name:

By: Tashia Pinkham
Tashia Pinkham
Its: Town Manager, duly authorized

STATE OF MAINE
County of Cumberland, ss.

Sept. 18, _____, 2025


Then personally appeared the above-named Tashia Pinkham in her capacity as Town Manager of the Town of Standish and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said municipal corporation.

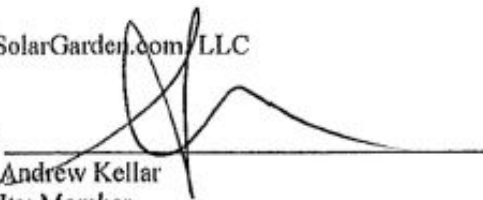
Before me,

Jacklyn W. Dyer
Notary Public
Print Name: Jacklyn W. Dyer
Commission Expires: 12/26/2025

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NhSolarGarden.com/LLC


 Name: Janet M. Biczak


 By: Andrew Kellar
 Its: Member

STATE OF MAINE
 County of Cumberland, ss.

September 9, 2025

Then personally appeared the above-named Andrew Kellar in his capacity as Member of NhSolarGarden.com, LLC and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Angela Appleton
 Notary Public
 Print Name: Angela Appleton
 Commission Expires: 10/15/2025

ANGELA APPLETON
 Notary Public, State of Maine
 My Commission Expires 10/15/2025

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EXHIBIT A

[Attach "Orchard Road Solar, Overall Site Plan" prepared by Terradyn Consultants, LLC
and dated May 12, 2025]

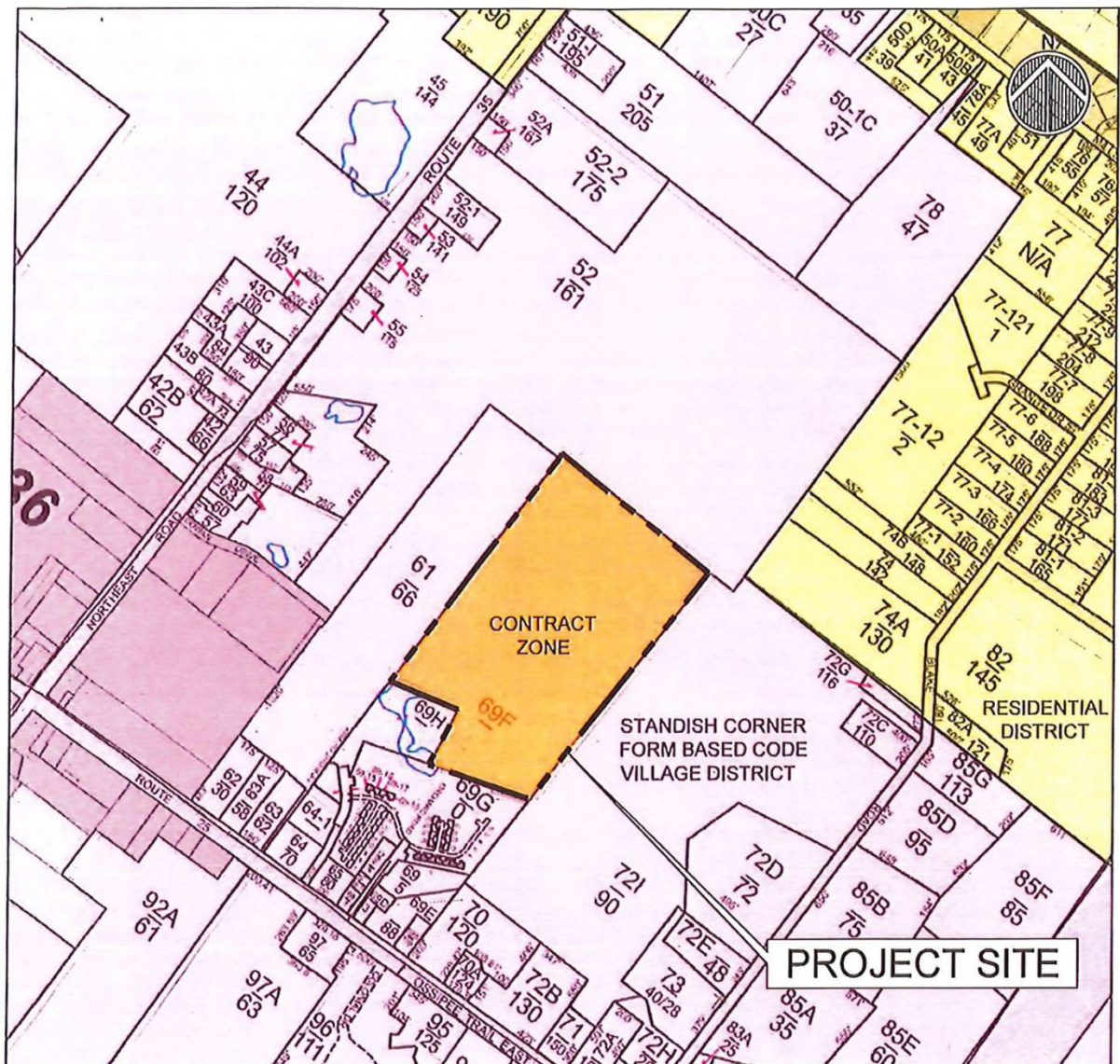
EXHIBIT B

[Attach Revised Zoning Map]

EXHIBIT C

[Attach Contract Zoning Termination Agreement]

LAND USE



- LEGEND:**
- RESIDENTIAL DISTRICT
 - STANDISH CORNER FORM BASED CODE VILLAGE DISTRICT
 - CONTRACT ZONE

<p>PROPOSED ZONING MAP</p> <p>PROJECT: ORCHARD ROAD SOLAR 23 ROSE LANE, STANDISH, ME</p> <p>PREPARED FOR: ORCHARD ROAD SOLAR, LLC 7295 SURFBIRD CIRCLE CARLSBAD, CA 92011</p>	 <p>TERRADYN CONSULTANTS, LLC</p> <p>207.926.5111 • info@terradyrconsultants.com • www.terradyrconsultants.com</p>	<p>PINELAND 41 CAMPUS DRIVE, SUITE 301 NEW GLOUCESTER, ME 04260</p> <p>PORTLAND 565 CONGRESS STREET, SUITE 201 PORTLAND, ME 04101</p>	<p>PROJECT NO. 2078</p> <p>DATE 6/25/2025</p> <p>SCALE 1"=800'</p>	<p>SHEET EX B</p>
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EXHIBIT C

CONTRACT ZONING TERMINATION AGREEMENT

This Contract Zoning Termination Agreement ("Agreement") is entered into by, between and among the Town of Standish, Orchard Road Solar, LLC, RR & JP Properties LLC, Mark D. Floor, Karen P. Floor, and Remarkable Homes, Inc. (collectively, the "Parties").

WHEREAS, the Parties entered into that certain Contract Zoning Agreement dated April 12, 2022, and recorded in the Cumberland County Registry of Deeds in Book 39371, Page 61 (the "Original Contract Zoning Agreement"), and now desire to terminate the Contract Zone Agreement as of October 9th, 2025, which is the effective date of a replacement Contract Zoning Agreement (the "Effective Date").

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follow:

1. Termination; Release. The Parties agree that the Original Contract Zoning Agreement shall terminate as of the Effective Date. Upon termination of the Original Contract Zoning Agreement, the Parties agrees to release, discharge and waive any claims known or unknown, against each other, each of their successors, assigns, officers or directors, arising out of or in any way connected with the Original Contract Zoning Agreement.

2. Miscellaneous.

(a) This Agreement shall constitute the final agreement and understanding of the parties on the subject matter hereof. This Agreement may be modified only by a further writing signed by the Parties. This Agreement shall be governed by the laws of the State of Maine. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns.

(b) Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the Parties, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

(c) Recording: This Agreement shall be immediately duly recorded by Orchard Road Solar, LLC at the Cumberland County Registry of Deeds, with a copy of the recorded instrument contemporaneously provided to the Town Manager.

IN WITNESS WHEREOF, the Parties hereunto have caused this Agreement to be executed as of the day and year first above written.

LAND USE

WITNESS:

TOWN OF STANDISH

[Signature]
Name: _____

By: Tashia Pinkham
Tashia Pinkham
Its: Town Manager, duly authorized

STATE OF MAINE
County of Cumberland, ss.

September 9, 2025

Then personally appeared the above-named Tashia Pinkham in her capacity as Town Manager of the Town of Standish and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said municipal corporation.

Before me,

Angela Appleton
Notary Public
Print Name: Angela Appleton
Commission Expires: 10/15/2025

ANGELA APPLETON
Notary Public, State of Maine
My Commission Expires 10/15/2025

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WITNESS:

Janet M. Biczak
Name:
Janet M. Biczak

ORCHARD ROAD SOLAR, LLC

By: *Andrew Kellar*
Its: Member

STATE OF MAINE
County of Cumberland, ss.

September 9, 2025

Then personally appeared the above-named Andrew Kellar in his capacity as Member of Orchard Road Solar, LLC and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

ANGELA APPLETON
Notary Public, State of Maine
My Commission Expires 10/15/2025

Angela Appleton
Notary Public
Print Name: Angela Appleton
Commission Expires: 09/10/2025

LAND USE

WITNESS:

RR & JP PROPERTIES, LLC

Tricia R. Steiner
Name:

By: *[Signature]*
JOEL PEPIN
Its: OWNER

STATE OF MAINE
County of Cumberland, ss.

Sept. 19, 2025

Then personally appeared the above-named Joel Pepin in his/her capacity as OWNER of RR & JP Properties, LLC and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Before me,

Jacklyn W. Dyer
Notary Public
Print Name: Jacklyn W. Dyer
Commission Expires: 12/26/2025

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WITNESS:

REMARKABLE HOMES, INC.

Linda B. Stokney
Name:

By: *Mark D. Floor*
Its: *pres.*

STATE OF MAINE
County of Cumberland, ss.

Sept. 19, 2025

Then personally appeared the above-named *Mark D. Floor* in his/her capacity as *owner* of Remarkable Homes, Inc. and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Before me,

Jacklyn W. Dyer
Notary Public
Print Name: *Jacklyn W. Dyer*
Commission Expires: *12/26/2025*

LAND USE

WITNESS:

MARK D. FLOOR

Triad Stickney
Name:

By: Mark D. Floor
Mark D. Floor

WITNESS:

KAREN P. FLOOR

Triad Stickney
Name:

By: Karen P. Floor
Karen P. Floor

STATE OF MAINE
County of Cumberland, ss.

Sept. 19, 2025

Then personally appeared the above-named Mark D. Floor and Karen P. Floor and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Jacklyn W. Dyer
Notary Public
Print Name: Jacklyn W. Dyer
Commission Expires: 12/26/2025

STANDISH CODE

WITNESS:

TOWN OF STANDISH

Tashia Pinkham
Name:

By: Tashia Pinkham
Tashia Pinkham
Its: Town Manager, duly authorized

STATE OF MAINE
County of Cumberland, ss.

Sept. 18, 2025

Then personally appeared the above-named Tashia Pinkham in her capacity as Town Manager of the Town of Standish and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said municipal corporation.

Before me,

Jacklyn W. Dyer
Notary Public
Print Name: Jacklyn W. Dyer
Commission Expires: 12/31/2025