# Sketch Plan Application For **Clarks Bridge Crossing** Located on State Route 5 and Clarks Bridge Road





## TOWN OF WATERBORO SUBDIVISION APPLICATION

Subdivision Name \_\_\_\_Clarks Bridge Crossing

Date of Application 10-04-2021

Application Fee

Fee Received \_\_\_\_\_

### APPLICANT INFORMATION

1.	Name of Property Owner:	Northboro Properties, LLC
	Address:	North Waterboro, Maine 04061
2.	Name of Applicant: Address:	Jackson Drysdale & Assocates, LLC 1293 Main Street Sanford Maine 04073
	Telephone	207-324-5574
3.	If applicant is a corporation and attach a copy of State	on, check if licensed in Maine:Yes No
4.	Name of Applicant's Auth Address:	orized Agent: Dana A. Libby, Corner Post Land Surveying, Inc. 600 Main Street
	Telephone:	207-324-2119
5.	Land Surveyor, Engineer,	Architect or others preparing plan orner Post Land Surveying, Inc.
	Address: 6	00 Main Street
		Springvale, Maine 04083
	Telephone:	207-324-2119 Registration # 1350
6.	Contact person/address to s	end all correspondence regarding this application na A. Libby
		rner Post Land Surveying, Inc.
	600	0 Main Street Springvale, Maine 04083
	em	ail: dana@mainesurveyors.com
7.	What legal interest does (ownership,option, purchas Attach Evidence of intere	the applicant have in the property to be developed se and sales contract, etc.)? Purchase & Sale Contract st: P&S Agreement

8. What interest does the applicant have in any abutting property? None

#### LAND INFORMATION

9.	Location of Property
	(from County Registry of Deeds)
	(from Tax Maps)

Road Sokokis Trail/Clarks Bridge Road

Book	16996	Page 580
Map _	13	Lot

10. Current zoning of property: Village & Agriculture/Residential Districts

11. Is any portion of the property within 250 feet of the high water mark of a pond, river or wetland? X Yes No See Sketch Plan

12. Acreage to be developed \_\_\_\_\_ 22.03 Acres

13. Indicate the nature of any restrictive covenants to be placed in the deeds: See proposed deed restrictions enclosed herein

14. Has this land been part of a prior approved subdivision? Yes X No Or other divisions within the past five years? X Yes No

15. Identify existing use(s) of land. (farmland, wood lot, etc.) *Wood Lot* 

16. Does the parcel include any waterbodies? \_\_\_\_Yes X No

- 17. Is any portion of the property within a special flood hazard area as identified by the Federal Emergency Management Agency:
   Yes X No
- 18. List below the names and mailing addresses of abutting property owners and owners across the road.

NameSee Attached List	Address

Abutting property owners continued:

#### **GENERAL INFORMATION**

19. Proposed name of development: _	Clarks Bridge Crossing	

20. Number of lots or units: <u>12</u>

21. Anticipated date for construction: Winter 2022

22. Anticipated date of completion: Unknown

23. Does this development require extension of public infrastructure?

24. Estimated cost for infrastructure improvements \$

25. Identify method of water supply to the proposed development?

 $X_{individual}$  wells

\_\_\_\_\_ central well with distribution lines connection to public water system

\_\_\_\_\_ other, please state alternative

- 26. Identify method of sewage disposal to the proposed development?
  - X individual septic tanks

\_\_\_\_\_ central on site disposal with distribution lines

- \_\_\_\_\_ other, please state alternative
- 27. Identify method of fire protection for the proposed development?
  - hydrants connected to the public water system
    - dry hydrants located on an existing pond, water body or firepond
    - X other, please state alternative <u>Residential Sprinkler</u> Systems

28. Does the applicant propose to dedicate to the public any streets, recreation or common lands?

 If any, street(s)
 Yes
 X
 No
 Estimated Length

 recreation area(s)
 Yes
 X
 No
 Estimated Acreage

 common land(s)
 Yes
 X
 No
 Estimated Acreage

29. Does the applicant intend to request waivers of any of the subdivision submission requirements?

If yes, list them and state reasons for the request.

See Waiver Request Form enclosed herein					
	*				

To the best of my knowledge, all the above state information submitted in this application is true and correct.

Shewfor

10-04-2021 (date)

(signature of applicant)

# WAIVER REQUEST FORM Town of Waterboro, Maine

If there is more than one waiver requested, each waiver request is to be individually listed and described, as each waiver is considered individually by the Town of Waterboro Planning Board. Each petition for waiver shall be submitted in writing by the applicant with the application (site plan or subdivision) for review. The request shall fully state the reasons for which the waiver is requested and any/all facts supporting the request. Additionally, each waiver that may be granted by the Planning Board, shall be listed on the approved site or subdivision plan.

Name of S	Site/Subdivisi	on Plan: Cla	irks Bridge	Crossing
Site/Subd	ivision Locati	on: State R	oute 5 & C	larks Bridge Road
Map #:	13	Lot#:	41	Zoning: Village & Agriculture/Residential
Owner(s)	Applicant:	Jackson D	rysdale & /	Associates, LLC
Address o	f Owners: 1	293 Main St	treet, Sanfe	ord, Maine 04073
Phone #:	207-324-55	574	Email	Mark@Patco.com
Land Surv	eyor: Dana	A. Libby - C	Corner Pos	t Land Surveying, Inc.
Phone #:	207-324-21	19	Email	Dana@mainesurveyors.com
Engineer:				·····
Phone #:			Email	

Mark Patterson seek the following described waiver to the Town of Waterboro: (Be specific and reference sections of Site Plan, Zoning or Subdivision Ordinances)

6.2.1.24.A.2.a Hydrogeologic Analysis - requirement "Monitoring wells should be installed, using an acknowledged procedure, to insure proper date collection." Maine GIS well data has been supplied to show that there is sufficient water to supply the proposed subdivision. Therefore, the applicant respectfully requests a waiver of the requirement to install monitoring wells.Waiver Request

1010	10.05.2021
Signature of Owner/Applicant	Date of submittal
Review Date by Planning Board:	

Planning Board Decision:

Approved, Approved with Modifications, Denied (with reasons





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CAI Technologies

www.cai-tech.com

10/4/2021

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AND RESIDENCE PLANTING TATAL STREET TATAL	0 foot Abutters List Re erboro, ME ber 04, 2021	port	
Parcel Number:	013-067	Mailing Address:	ANASTOSOPOULOS ANGELO
CAMA Number:	013-067		PO BOX 363
Property Address:	1001 SOKOKIS TRAIL		NORTH WATERBORO, ME 04061
Parcel Number: CAMA Number: Property Address:	013-067-001 013-067-001 989 SOKOKIS TRAIL	Mailing Address:	GUILLEMETTE MARK T & STEPHANIE A JT PO BOX 15 NORTH WATERBORO, ME 04061
Parcel Number: CAMA Number: Property Address:	013-067-002 013-067-002 4 DOLLYS WAY	Mailing Address:	ANASTOSOPOULOS, AANGELO & VALERIE B (JT) 4 DOLLYS WAY NORTH WATERBORO, ME 04061
Parcel Number:	013-067-003	Mailing Address:	OWEN, ANNETTE
CAMA Number:	013-067-003		3 DOLLYS WAY
Property Address:	3 DOLLYS WAY		N. WATERBORO, ME 04061
Parcel Number:	013-067-004	Mailing Address:	OWEN, ALEXANDRIA G
CAMA Number:	013-067-004		3 DOLLYS WAY
Property Address:	0 DOLLYS WAY		NORTH WATERBORO, ME 04061
Parcel Number:	013-067-005	Mailing Address:	GUILLEMETTE, STEPHANIE
CAMA Number:	013-067-005		PO BOX 15
Property Address:	0 DOLLYS WAY		NORTH WATERBORO, ME 04061
Parcel Number:	013-067A	Mailing Address:	ROBERGE, NANCY M. FAMILY TRUST
CAMA Number:	013-067A		10 EON WAY
Property Address:	4 CHADBOURNE RIDGE ROAD		NORTH WATERBORO, ME 04061
Parcel Number:	013-067B	Mailing Address:	UNITED POST OFFICE
CAMA Number:	013-067B		75 COLUMBIA AVE
Property Address:	977 SOKOKIS TRAIL		CEDARHURST, NY 11516
Parcel Number:	013-068	Mailing Address:	LIBBY DONNA M & WARREN
CAMA Number:	013-068		399 CHADBOURNE RIDGE ROAD
Property Address:	15 CHADBOURNE RIDGE ROAD		NORTH WATERBORO, ME 04061
Parcel Number:	013-068-001	Mailing Address:	ALLEN, NORMAN L.
CAMA Number:	013-068-001		PO BOX 19
Property Address:	947 SOKOKIS TRAIL		AUGUSTA, ME 04332



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#### **ARTICLE V PREAPPLICATION**

#### **5.1 PROCEDURE**

- 5.1.1 An Applicant shall schedule an appointment with the Planning Board staff to submit a sketch plan. Sketch Plan applications shall be submitted at least 14 days prior to the Applicants' meeting with the Board. The Board will not take any formal action on the plan at that meeting. The intent of the meeting is to introduce the proposed subdivision and discuss with the Applicant any potential issues that the board may want to address during the Preliminary and Final review stages. A sketch plan meeting is not considered a substantive review under the provisions of 1 M.R.S.A., § 302.
- 5.1.2 At the time of the pre-application inspection the Applicant shall submit for informal discussion a sketch plan relative to the proposed subdivision, which may be of assistance to the Board in making its determination. The Sketch Plan shall be drawn to a scale of not over 200 ft. to one inch showing the proposed layout of the lots, streets, drainage, reserved land for community or public use, ledge outcroppings, historical preserves, trees of unusual size or interest, etc., including the acreage range of lots.

At the Sketch Plan stage it will be determined by the Board whether the project will be developed as a conventional subdivision or a cluster development. All cluster development designs are subject to the performance standards set forth in Section 8 of the Waterboro Zoning Ordinance.



The applicant is responsible for the development of and mailing of the Abutter notifications within 500° of the property. This notification must be developed using the layout provided as part of this packet. The Applicant shall use either their own letterhead or a blank paper for the development of this notification. The applicant shall also send these notifications out as a Return Receipt mailing and provide the Planning Office with the tracking information for the abutter's notification and 8 copies of the Return Receipts for the planning board members prior to the planning board meeting which the project is scheduled to be heard on. If all notifications have not been acknowledged than the application may be tabled by the board.

The Planning and Codes support stuff will generate the abutters list and provide it to the applicant as part of this process

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Subdivision Name:	Submitted	Request	Not	<mark>Meets standard</mark>	Accepted	Waived
Map / Lot # Owner	By Applicant	For Waiver	Applicable	per Town Planner	By Board	By Board
Section 5.1.2 pre-application (SKETCH) 12 copies (\$3,000.00)	>					
Fee of \$250 per lot (min. \$1,000) paid	>					
Drawn to scale not over 200 feet to the inch	>					
Proposed layout of lots	>					
Proposed layout of streets			>			
Proposed layout of drainage ditches			~			
Proposed reserved land			>			
Historical preserves			>			
Trees of unusual size or interest			>			
Show acreage range of lots	~					
Anticipated price range of structures with land, well and sewage.	~					
6.1.7 Applicant shall notify all property owners within 500 feet of the						
perimeter of the proposed development within 7 days after submitting	>					
premininary plan as per requirements of uns section.						
<b>Decuon 0.4.1 Fremmary Fiam (14 Copies 24: X 30')</b>						
1. Name, title, town, date, scale, North arrow.						
2. Name address of owner, sub-divider, soil scientist, designer, engineer and						
surveyor.						
3. Number of acres, location of property lines, existing easements, buildings,						
watercourses, etc.						
4. Names of subdivisions, abutting property owners, including directly across						
the street, streams or rights of way.						









BK 16996 PGS 582 - 584 INSTR # 2015012355 RECEIVED YORK SS

04/07/2015 03:44:19 PM DEBRA ANDERSON REGISTER OF DEEDS

#### MAINE STATUTORY SHORT FORM WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that We, JOANNE T. BARRON. of 26 Oakwood Drive, in the Town of Madison, County of New Haven, and State of Connecticut 06443, CHERYL T. PORTER, of the Town of Waterboro, County of York, and State of Maine, whose mailing address is P O Box 162, Waterboro, Maine 04087, JUDITH T. PORTER, of 32 Westwood Road, in the City of Augusta, County of Kennebec, and State of Maine 04330, and RONALD CURTIS THYNG, JR., of the Village of North Waterboro, Town of Waterboro, County of York, and State of Maine, whose mailing address is P O Box 267, North Waterboro, Maine 04061,

for consideration paid.

**GRANT** to **NORTHBORO PROPERTIES**, LLC, of 417 Townhouse Road, in the Village of East Waterboro, Town of Waterboro, County of York, and State of Maine, whose mailing address is P. O. Box 274, North Waterboro, Maine 04061,

#### with WARRANTY COVENANTS,

Our undivided One-half  $(\frac{1}{2})$  interest in and to a certain lot or parcel of land situated on the Southwesterly side of State Route 5 and the Northeasterly side of Clarks Bridge Road, in the Town of Waterboro, County of York, and State of Maine, and depicted on the 2013 Town of Waterboro Tax Map 13 as Lot 41, being more particularly bounded and described as follows:

**BEGINNING** at a point on the Southwesterly sideline of State Route 5 marking the Southeasterly corner of land described in the deed to William H. Hanson and Cheryl Hanson, dated October 4, 2001, and recorded in the York County Registry of Deeds in Book 11030, Page 066; thence running Southeasterly along a curve deflecting to the left and ending at the intersection of State Route 5 and Clarks Bridge Road; thence running West along said Clarks Bridge Road to the Southeasterly corner of land described in the deed to the North Waterboro Community Baptist Church, dated November 3, 1989, and recorded at the York County Registry of Deeds in Book 5285, Page 39; thence running North along said land of North Waterboro Community Baptist Church to the Southwesterly corner of land described in the deed to R. Curtis Thyng and Patricia A.

42.2015

Page 1 of 3

ROBERTS & SHIFLEY LAW OFFICES MAIN AND IRVING STREETS P.O. BOX 307 SPRINGVALE, ME 04083 Thyng, dated October 31, 1977, and recorded at the York County Registry of Deeds in Book 2295, Page 288, thence running along said Thyng land to the Northwesterly corner of said land of Hanson; thence running Southeasterly along said land of Hanson to the Southeasterly corner of said Hanson's land, and thence running Northeasterly back to State Route 5 and being the point of beginning.

Being the same premises conveyed to Stanley Lx Stores with Assess T KRESSER STREET TX Rever Lottor XX Rouse X and Remain Courts (Rever XX Stores X), by Note XI Quitclaim with Covenant Deed from Martha G. Tufts and Dwight L. Goodwin to Stanley L. Goodwin, and Dorothy G. Thyng dated February 16, 1981, and recorded in the York County Registry of Deeds in Book 2758, Page 159, and by virtue of Deed of Distribution by Personal Representative from Cheryl T. Porter and Ronald Curtis Thyng, Jr., Co-Personal Representatives of the Estate of Dorothy Thelma Goodwin Thyng to Joanne T. Barron, Cheryl T. Porter, Judith T. Porter, and Ronald Curtis Thyng, Jr., dated June 9, 2014, and recorded in said Registry of Deeds in Book 16956, Page 461.

WITNESS my hand this 3 of April 2015.

STATE OF CONNECTICUT New Haven, ss.

Joanne T. Barron

April 3, 2015

Then personally appeared the above-named **Joanne T. Barron** and acknowledged the foregoing instrument to be her free act and deed.

Before me

Notary Public U My commission expires

My Commission Expires May 31, 2018

42.2018

Page 2 of 3

WITNESS my hand this <u>7</u> of April 2015.

Witness

STATE OF MAINE xkenoutexxx York, ss

7. Porter AS Judith T. Porter

April 7 . 2015

Then personally appeared the above-named Judith T. Porter and acknowledged the foregoing instrument to be her free act and deed.

Before me,

ames of a my Roblin lainé Attorney-at-Law My commission expires

WITNESS our hands this 7<sup>th</sup> of April 2015.

Witnes Witness

J Porter

Ronald Curtis Thyng, Jr.

STATE OF MAINE York, ss.

April 7, 2015

Then personally appeared the above-named Cheryl T. Porter and Ronald Curtis Thyng, Jr. and acknowledged the foregoing instrument to be their free act and deed.

Before me, James J. Shirle

Maine Attorney -at-Law

4/2/2015

Page 3 of 3



BK 16996 PGS 580 - 581 INSTR # 2015012354 RECEIVED YORK SS 04/07/2015 03:44:19 PM DEBRA ANDERSON REGISTER OF DEEDS

#### MAINE STATUTORY SHORT FORM WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that I. STANLEY L. GOODWIN, of 4934 Castledown Road, in the City of Colorado Springs, County of El Paso, and State of Colorado 80917,

for consideration paid,

**GRANT** to **NORTHBORO PROPERTIES**, LLC. of 417 Townhouse Road, in the Village of East Waterboro, Town of Waterboro, County of York, and State of Maine, whose mailing address is P. O. Box 274. North Waterboro, Maine 04061,

#### with WARRANTY COVENANTS.

My undivided One-half ( $\frac{1}{2}$ ) interest in and to a certain lot or parcel of land situated on the Southwesterly side of State Route 5 and the Northeasterly side of Clarks Bridge Road, in the Town of Waterboro, County of York, and State of Maine, and depicted on the 2013 Town of Waterboro Tax Map 13 as Lot 41, being more particularly bounded and described as follows:

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4.2.2015

Page 1 of 2

Maine R.E. Transfer Tax Paid

ς,

•••

2

WITNESS my hand this  $\frac{2}{\sqrt{2}}$  of April 2015.

Witness

Stanley L. Goodwin

STATE OF COLORADO El Paso, ss.

April 2 . 2015

Then personally appeared the above-named **Stanley L. Goodwin** and acknowledged the foregoing instrument to be his free act and deed.

Before me.

Notary Public My commission expires



4/2/2015

Page 2 of 2



#### PURCHASE AND SALE AGREEMENT

#### **1. PARTIES:**

Northboro Properties, LLC, hereinafter call the SELLER, agrees to SELL, and The Patterson Companies, LLC, or it's assigns, a Limited Liability Company duly organized and existing under the laws of the State of Maine, with its principal place of business in Sanford, in the County of York and State of Maine, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described PREMISES:

#### 2. DESCRIPTION:

A 29.9+/- acre parcel of land, more or less, together with the structures and improvements thereon located on Route 5 and Clark's Bridge Road situated in the Town of Waterboro, York County, Maine; hereinafter referred to as the PREMISES or PROPERTY. The PROPERTY is also a portion of the property listed in the York County Registry of Deeds, Book 16996, Page 580.

#### 3. TITLE DEED:

Said PREMISES are to be conveyed by good and sufficient warranty deed, subject only to such exceptions as are standard title exceptions; running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (A) Provisions of existing building and zoning laws;
- (B) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;

#### 4. PURCHASE PRICE:

The purchase price for the PROPERTY shall be as follows:

PURCHASER agrees to pay to SELLER the sum of Four hundred thousand (\$400,000) for the PROPERTY. PURCHASER has paid the sum of FIVE THOUSAND DOLLARS (\$5,000) as a deposit this day, to be held in escrow by the SELLER's attorneys, \_\_\_\_\_\_\_, for the benefit of SELLER, with said escrow amount being applied against the purchase price. The balance of the purchase price shall be due and payable as follows: After obtaining subdivision/site plan approval, PURCHASER shall close on said PROPERTY within 14 days of recording the approved plan in the York County Registry of Deeds, said closing to take place at a time and place mutually agreed upon by the parties.

#### 5. INTENT:

The parties acknowledge that the PURCHASER intends to subdivide and obtain municipal and state approvals for up to a 9 lot subdivision and a self-storage facility, on the above described PREMISES. PURCHASER intends to file subdivision application with the Town of Waterboro Planning Board and seek approval to subdivide said parcel into a

minimum of nine lots and shall make all reasonable efforts to obtain approval. SELLER hereby covenants and agrees to cooperate with PURCHASER in said subdivision application process and shall sign all documents necessary in order to assist PURCHASER in obtaining subdivision approval. PURCHASER hereby covenants and agrees to make a good faith effort to obtain subdivision approval for said PROPERTY as expeditiously as possible and shall keep SELLER advised as to the status of the subdivision application periodically.

#### 6. APPROVALS:

The parties agree that the PURCHASER shall have up to one hundred eight days (180) days in which to obtain subdivision approval from the Town of Waterboro Planning Board and Maine DEP to develop the PROPERTY. In the event that PURCHASER is unable to procure approval from the Planning Board within this time period, SELLER shall grant the PURCHASER an additional 30-day period to obtain all necessary approvals.

PURCHASER shall further have the right to terminate this contract within the first sixty (60) day period and any extension thereof, if, at its sole and exclusive determination, it determines that it is not financially worthwhile to continue to pursue said approval, or that its inspections and testing are deemed unsatisfactory, in which case all deposit money shall be returned to BUYER except as otherwise hereinafter provided in Paragraph 7.

PURCHASER waives all financing contingencies.

#### 7. DEPOSIT MONIES:

All deposits will be applied to the purchase price.

#### 8. POSSESSION AND CONDITION OF PREMISES:

Full possession of said PREMISES free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said PREMISES to be then in the same condition as they now are, reasonable use and wear thereof excepted.

#### 9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM:

Within 30 days of the execution of this Agreement (the "Title Review Period"), PURCHASER shall notify SELLER in writing (the "Title Objection Notice") of any matters affecting title to the PROPERTY that are objectionable to PURCHASER in PURCHASER's sole discretion ("Title Defects"). PURCHASER shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the PROPERTY (for which no objection is required), if PURCHASER fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance"). Within seven (7) days of SELLER's receipt of the Title Objection Notice, SELLER shall notify PURCHASER in writing whether or not SELLER elects to cure any of the matters identified in the Title Objection Notice. If SELLER elects to cure certain Title Defects, SELLER shall use good faith efforts to cure such Title Defects



and shall have a period of not more than thirty (30) days after notice of SELLER's election within which to sure any such Title Defects (the "Title Cure Period"). SELLER agrees that, after the execution of this Agreement, he shall not permit or suffer encumbrance of the PROPERTY with any liens, leases or other encumbrances without PURCHASER's prior written consent. On or before the Closing Date, SELLER shall remove at its sole cost such matters affecting the title to the PROPERTY suffered or created by or consented to by SELLER after the Effective Date that are not approved in writing by PURCHASER. If SELLER elects not to cure any Title Defects or if Title Defects which SELLER elects to cure are not cured within the Title Cure Period, then PURCHASER shall elect, by written notice to SELLER on or before the Closing Date, as the same may be extended, either (i) to accept title to the PROPERTY subject to such incurred Title Defects without reduction of the purchase price and without any liability on the part of SELLER therefore, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the earnest money immediately shall be returned to PURCHASER and neither party shall have any further obligations under this Contract.

#### **10. ADJUSTMENTS:**

SELLER shall pay all penalties incurred in removing the PREMISES from tree growth or other municipal or state tax exempt or deferred incentive programs, if applicable, prior to closing.

#### 11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.:

If at the expiration of any such extended time for performance pursuant to Paragraph 9 above, the SELLER shall have failed to remove any defects in title, or make the PREMISES conform, as the case may be, all as herein agreed, then, at the BUYER'S option, all obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, and all deposit money shall be returned to BUYER.

#### 12. BUYER'S ELECTION TO ACCEPT TITLE:

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said PREMISES in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said PREMISES shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the PREMISES to their former condition, pay over or assign, without recourse or warranty express or implied, to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expanded by the SELLER for any partial restoration.

#### **13. ACCEPTANCE OF DEED:**

The acceptance of a deed by the BUYER or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained



or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

#### 14. USE OF PURCHASE MONEY TO CLEAR TITLE:

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of a deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests.

#### **15. ADJUSTMENTS:**

Real estate taxes for the then current year, shall be apportioned as of the day the deed is delivered by SELLER to PURCHASER.

#### 16. BROKER'S FEE: The parties hereby represent to each other that:

Suzanne McKechnie of Investcom Commercial Group is acting as a Seller's Agent in this transaction. It is further disclosed that Mark Patterson, a member of the BUYER, is a licensed real estate broker in the state of Maine.

#### **17. BUYER'S DEFAULT; LIMITED DAMAGES:**

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, it being acknowledged that actual damages would be difficult if not impossible to compute. The parties hereby agree that SELLER'S damages shall be limited to the deposit monies paid to date of default as set forth in Paragraph 4 in the event of BUYER'S default hereunder. Said liquidated damages together with delivery of all surveys, engineering and plans developed for the proposed subdivision, shall be SELLER'S sole and exclusive remedy in the event of default.

#### **18. SELLER'S DEFAULT:**

In the event SELLER defaults in any of their obligations hereunder then BUYER will have all legal and equitable remedies available to it including but not limited to a right to specific performance and compensation for damages including all legal fees, court cost and other expenses incurred by it in pursuing its default remedies hereunder.

#### **19. WARRANTIES AND REPRESENTATIONS:**

The BUYER and SELLER acknowledge that they have not been influenced to enter into this transaction nor have they relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, and that this agreement represents the entire agreement between the parties.

#### 20. CONSTRUCTION OF AGREEMENT:

This instrument is to be construed as a Maine contract, is to take effect as a sealed instrument, set forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. The captions are



used only as a matter of convenience and are not to be considered part of this agreement or to be used in determining the intent of the parties to it.

#### 21. INSPECTION, TESTING AND SALES:

The parties hereby acknowledge that the PURCHASER intends to subdivide the PREMISES as aforesaid. The BUYER and its agents shall have the right of access to the PREMISES for surveying, soils testing and water testing purposes and for all other purposes reasonably necessary to obtain subdivision approval.

PURCHASERS reserve the right at PURCHASERS expense to perform a Phase one environmental audit and test pits within 45 days. This Agreement is subject to a satisfactory to the PURCHASER review and acceptance of said audit and test pits.

#### 22. ENVIRONMENTAL HAZARDS:

The SELLER expressly warrants and represents that there are no uncontrolled hazardous substances affecting the PROPERTY which might give rise to a lien under federal or Maine law for the abatement, cleanup, or mitigation thereof. In the event that this representation should prove false, the BUYER'S obligations under this agreement shall terminate. This warranty shall survive the closing of the sale contemplated hereby.

#### 23. NOTICE:

Any notice given hereunder shall be deemed duly given when mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, addressed, in the case of

SELLER TO: Northboro Properties, LLC 417 Townhouse Road Waterboro, Maine 04061 with a copy to: Jessie L. Krall, Esq. *kgb* 883 Main St, Ste 10 Sanford, ME 04073

and in the case of the BUYER to:

The Patterson Companies, LLC 1293 Main Street Sanford, ME 04073

with a copy thereof to: Brad Morin Bourque & Clegg P.O. Box 1068 Sanford, ME 04073

or in the case of either party to such other address as shall be designated by written notice given to the other party from time to time, or when hand delivered.



# 1

#### 24. TITLE ASSURANCES:

At the time of delivery of the deed, the SELLER shall deliver to the BUYER affidavits, indemnity agreements and instruments as BUYER or BUYER'S title company may reasonably request, regarding mechanic's liens and parties in possession, to perfect and insure title to the PREMISES in the BUYER or its nominee, as appropriate.

#### 25. FIRPTA:

At the time of the delivery of the deed, the SELLER shall deliver to the BUYER a certificate satisfying the requirements of IRC Section 1445 (b) (2) regarding foreign transferors of real PROPERTY.

#### 26. 1031 EXCHANGE:

The obligations of BUYER hereunder may be transferred or assigned in connection with BUYER'S effectuation of a so-called "Section 1031 like-kind exchange" relating to the PROPERTY, but no such transfer or assignment shall relieve any party of any of its obligations hereunder. SELLER agrees to cooperate in good faith with BUYER by executing documents reasonably necessary to implement BUYER'S 1031 Exchange transaction, provided that such documents and instruments are in form and substance reasonably acceptable to the party executing the same, which consent shall not be unreasonably withheld. In no event shall BUYER'S or SELLER'S obligations under this Agreement be increased as a result of such election of the effectuation of the like-kind exchange contemplated hereby.

#### **27. EFFECTIVE DATE:**

The Effective Date of this Agreement shall be the latest date of the signatures below.

IN WITNESS WHEREOF, the parties have hereunto exchanged their hands and seals on the day first above written.

SELLER SELLER

Dated: July 10, 2021

56:34 PM

07/16/2021

The Patterson Companies, LLC Member

Dated: July 15, 2021

6-UADocesson of Real-Branche, Marc & Soc (Sale of Rose Rd Khunk) 1. Mipdia prevision 11.4. Mitchies

#### **PURCHASE AND SALE AGREEMENT - LAND ONLY** ("days" means business days unless otherwise noted, see paragraph 20)

(	October 4	2021		Effective Date
Offer Date		, <u>motera</u>	Effective Date is defined in Para	agraph 20 of this Agreement.
1. PARTIES:	This Agreement is made	e between Eastwood Estates.	LLC or assigns	
			8	("Buyer") and
		The Patterson Companie	es, LLC	("Seller").
2. DESCRIPT	FION: Subject to the ter	ms and conditions hereinafter	set forth, Seller agrees to	sell and Buyer agrees to buy all
X part of (II ]	Vork	State of Maine located	Route 5 & C	ilark's Bridge Road and
described in dee	ed(s) recorded at said Co	unty's Registry of Deeds Book	(s) <b>16996</b>	, Page(s) 580 .
3. PURCHAS	SE PRICE/EARNEST N	IONEY: For such Deed and	convevance Buyer agrees	s to pay the total purchase price of
\$66,890.00	. Buyer ha	as delivered; or will deliver	to the Agency within	N/A days of the Effective Date,
a deposit of ear	nest money in the amour	nt \$N/A	. Buyer agrees that a	n additional deposit of earnest money
in the amount of	of \$ <u>N/A</u>	will be delivered		_N/A
If Buyer fails to	deliver the initial or add	litional deposit in compliance	with the above terms Selle	r may terminate this Agreement. This
right to termina	te ends once Buyer has c	ivery of the Deed	remainder of the purchase	price shall be paid by wire, certified,
cashiel s of trus	t account check upon der	ivery of the Deed.		
This Purchase a	ind Sale Agreement is sul	bject to the following conditio	ns:	
4. ESCROW	AGENT/ACCEPTANCE	3:	N/A	("Agency") shall hold
said earnest mo	ney and act as escrow ag	ent until closing; this offer sha	Il be valid until	N/A (date)
<u> </u>	I/A AM	$I \bigsqcup PM$ ; and, in the event of	non-acceptance, this earne	st money shall be returned promptly
to Buyer.				
execute all nece Seller is unable exceed 30 calen to remedy the t closing date set accept the deed hereunder and a	Association shall be den ssary papers on <u>on c</u> to convey in accordance idar days, from the time s itle. Seller hereby agrees forth above or the expira with the title defect or ma iny earnest money shall t	by before March 11, 2022 with the provisions of this p Seller is notified of the defect, to make a good-faith effort t ation of such reasonable time p by terminate this Agreement in the returned to the Buyer.	(closing date) or before, i aragraph, then Seller shall unless otherwise agreed to cure any title defect duri period, Seller is unable to r which case the parties shall	f agreed in writing by both parties. If have a reasonable time period, not to o in writing by both Buyer and Seller, ng such period. If, at the later of the emedy the title, Buyer may close and be relieved of any further obligations
6. DEED: The encumbrances e continued currer	e property shall be convegence except covenants, condit nt use of the property.	yed by a <b>Quitclaim D</b> ecions, easements and restriction	eed w/ Covenants do no	leed, and shall be free and clear of all t materially and adversely affect the
7. POSSESSI	ON: Possession of premi	ses shall be given to Buyer im	mediately at closing unless	otherwise agreed in writing.
8. RISK OF I shall have the r substantially the	OSS: Until the closing, right to view the proper e same condition as on th	the risk of loss or damage to ty within 24 hours prior to c e date of this Agreement.	said premises by fire or ot losing for the purpose of	herwise, is assumed by Seller. Buyer determining that the premises are in
9. PRORATIO	ONS: The following item	ns, where applicable, shall be	prorated as of the date of c	closing: rent, association fees, (other)
fiscal year). Sel they shall be ap and valuation c required by Stat	N/A ler is responsible for any portioned on the basis of an be ascertained, which te of Maine.	. Real estate taxes shal vunpaid taxes for prior years. f the taxes assessed for the pre- h latter provision shall surviv	I be prorated as of the date If the amount of said taxes ecceding year with a reapport e closing. Buyer and Selle	e of closing (based on municipality's is not known at the time of closing, rtionment as soon as the new tax rate er will each pay their transfer tax as
10. DUE DILIO Seller nor Licer subject to the fo	GENCE: Buyer is encour see makes any warrantic flowing contingencies, w	raged to seek information fror es regarding the condition, per /ith results being satisfactory t	n professionals regarding a mitted use or value of Sell o Buyer:	ny specific issue or concern. Neither ers' real property. This Agreement is

	Mip		<u>mip</u>	
Page 1 of 5	Buyer(s) Initials	 Seller(s) Initials	mip'	 

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00	NITEN CENICV	VES	NO	FULL DE	SOLUTION	OBTAINED BV	TO BE PAID FOR BY
<u>u</u>	INGENCI			FULL NE		DI	TORDI
1.	SURVEY		X	within	days _		
	Purpose:			•.• •	1		
2.	SOILS TEST		X	within	days _		
	Purpose:						
3.	SEPTIC SYSTEM	_					
	DESIGN		X	within	days		
	Purpose:				-		
4.	LOCAL PERMITS		X	within	days _		•••••
	Purpose:						
5.	HAZARDOUS						
	WASTE REPORTS		X	within	days		
	Purpose:						
6.	UTILITIES		X	within	days _		
	Purpose:			1 <sup>20</sup> 10 - 10 - 10 - 10	9997 a 1		
7.	WATER		X	within	days _		
	Purpose:						
8.	SUB-DIVISION						
	APPROVAL		X	within	days		
	Purpose:						
9.	DEP/LUPC/ACOE APPROVALS		X	within	days		
	Purpose:			1			
10.	ZONING VARIANCE		X	within	days		
	Purpose:	······	<b></b>				
11.	HABITAT REVIEW/						
	WATERFOWL		X	within	days		
	Purpose:		L				
12.	REGISTERED FARMLAND	Π	X	within	days		
	Purpose:						
13.	MDOT DRIVEWAY/						
	ENTRANCE PERMIT		X	within	days		
	Purpose:			Macana Patronovi i i constructor			
14.	DEED RESTRICTION		X	within	days		
	Purpose:						
15	TAX STATUS*	Π	X	within	davs		
19.	Purnose:	<u> </u>					
16	BUILD PACKAGE		X	within	davs		
10.	Purpose:						
17	OTHER		Y	within	davs		
1/.	Purpose:	لــــا					

\* If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within <u>N/A</u> days. Yes No

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

Page 2 of 5 Buyer(s) Initials

Seller(s) Initials<sup>mip</sup>

#### 11. FINANCING: Buyer's obligation to close:

- Not Subject to Financing
- is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.

is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within N/A days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than N/A days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

Buyer's ability to purchase 🔲 is 🗋 is not subject to the sale of another property. See addendum 🗌 Yes 🗍 No.

#### Subject to Financing

- Buyer's obligation to close is subject to financing as follows:
- a. Buyer's obligation to close is subject to Buyer obtaining a <u>N/A</u> loan of <u>N/A</u> % of the purchase price, at an interest rate not to exceed <u>N/A</u> % and amortized over a period of <u>N/A</u> years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
- Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within \_\_\_\_\_N/A \_\_\_\_ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
- d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have <u>N/A</u> days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- e. Buyer agrees to pay no more than <u>N/A</u> points. Seller agrees to pay up to <u>\$N/A</u> toward Buyer's actual prepaids, points and/or closing costs, but no more than allowable by Buyer's lender.
- f. Buyer's ability to obtain financing 🗌 is 🕱 is not subject to the sale of another property. See addendum 🗌 Yes 🕱 No.
- g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 1 le shall remain in full force and effect.

#### 12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

N/A	( N/A ) of	N/A	( <u>N/A</u> )
Licensee	MLS ID	Agency	MLS ID
is a Seller Agent Buyer Agent Disc I	Dual Agent 🗌 Transaction Broker		
N/A	( N/A ) of	N/A	( <u>N/A</u> )
Licensee	MLS ID	Agency	MLS ID

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

Page 3 of 5

Buyer(s) Initials mip



17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: Subject property is 5 +/- acres. Sale is contingent upon the acquisition of 29.9+/- acres located on Route 5 and Clark's Bridge Road as outlined in Purchase and Sale Agreement between The Patterson Companies, LLC & Northboro Properties, LLC dated July 16, 2021.

#### 23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

#### 24. ADDENDA: Yes X No Explain:

Page 4 of 5

Buyer(s) Initialsmip

Seller(s) Initials

25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is 1293 Main St., Sanfo MARK / PALLERSON	ord, ME 04073		•
BUYER Eastwood Estates, LLC or assigns	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE
Seller accepts the offer and agrees to deliver the	above-described	property at the price and upon the terr	ms and conditions set forth and

agrees to pay agency a commission for services as specified in the listing agreement. Seller's Mailing address is 1293 Main St, Sanford, ME 04073

mark   patters in (Oct 4, 2021, 13:08 EDT)			
SELLER The Patterson Companies, LLC	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

#### **COUNTER-OFFER**

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

SELLER	DATE	SELLER	DATE
			DATE
SELLER	DATE	SELLER	DATE
The Buyer hereby accepts the o	counter offer set forth above.		
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE
	EXT	ENSION	
The closing date of this Agreen	nent is extended until		•
		DATE	
SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE



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Page 5 of 5

Internal P&S

# PURCHASE AND SALE AGREEMENT - LAND ONLY

("davs" means business davs unless otherwise noted, see paragraph 20)

October 4 , 2021 Offer Date	, Effective Date Effective Date is defined in Paragraph 20 of this Agreement.
1 PARTIES: This Agreement is made between Jackson Drysdale	& Associates, LLC or assigns
1. Tricrieb. This regionant is made between ourself of the	("Buyer") and
The Patterson Companie	es, LLC ("Seller").
2. DESCRIPTION: Subject to the terms and conditions hereinafter part of (if "part of" see para. 22 for explanation) the property situ County of York, State of Maine, located a	set forth, Seller agrees to sell and Buyer agrees to buy all lated in municipality of <b>Waterboro</b> , at <b>Route 5 &amp; Clark's Bridge Road</b> and
described in deed(s) recorded at said County's Registry of Deeds Book	(s) <u>16996</u> , Page(s) <u>580</u> .
3. PURCHASE PRICE/EARNEST MONEY: For such Deed and 3333,110.00. Buyer has delivered; or will deliver a deposit of earnest money in the amount $N/A$ in the amount of $N/A$ will be delivered. If Buyer fails to deliver the initial or additional deposit in compliance	conveyance Buyer agrees to pay the total purchase price of to the Agency within <u>N/A</u> days of the Effective Date, Buyer agrees that an additional deposit of earnest money <u>N/A</u> with the above terms Seller may terminate this Agreement. This approximate the purchase price and buy with a partified.
cashier's or trust account check upon delivery of the Deed.	remainder of the purchase price shall be paid by whe, certified,
This Purchase and Sale Agreement is subject to the following condition	ns:
A ESCOON AGENT/ACCEDTANCE	N/A ("A geney") shall hold
said earnest money and act as escrow agent until closing; this offer sha	All be valid until N/A (date)
N/A AM PM; and, in the event of	non-acceptance, this earnest money shall be returned promptly
to Buyer.	
execute all necessary papers on <u>on or before March 11, 2022</u> Seller is unable to convey in accordance with the provisions of this particle accordance with the provisions of the defect, to remedy the title. Seller hereby agrees to make a good-faith effort to closing date set forth above or the expiration of such reasonable time accept the deed with the title defect or may terminate this Agreement in hereunder and any earnest money shall be returned to the Buyer.	_(closing date) or before. if agreed in writing by both parties. If aragraph, then Seller shall have a reasonable time period, not to , unless otherwise agreed to in writing by both Buyer and Seller, to cure any title defect during such period. If, at the later of the period, Seller is unable to remedy the title, Buyer may close and which case the parties shall be relieved of any further obligations
6. DEED: The property shall be conveyed by a <b>Quitclaim D</b> encumbrances except covenants, conditions, easements and restriction continued current use of the property.	eed w/ Covenants deed, and shall be free and clear of all ons of record which do not materially and adversely affect the
7. POSSESSION: Possession of premises shall be given to Buyer im	mediately at closing unless otherwise agreed in writing.
8. RISK OF LOSS: Until the closing, the risk of loss or damage to shall have the right to view the property within 24 hours prior to c substantially the same condition as on the date of this Agreement.	said premises by fire or otherwise, is assumed by Seller. Buyer losing for the purpose of determining that the premises are in
<ol> <li>PRORATIONS: The following items, where applicable, shall be N/A</li> <li>Real estate taxes shall</li> </ol>	prorated as of the date of closing: rent, association fees, (other) l be prorated as of the date of closing (based on municipality's
fiscal year). Seller is responsible for any unpaid taxes for prior years. they shall be apportioned on the basis of the taxes assessed for the pre- and valuation can be ascertained, which latter provision shall surviv required by State of Maine.	If the amount of said taxes is not known at the time of closing, ecceding year with a reapportionment as soon as the new tax rate re closing. Buyer and Seller will each pay their transfer tax as
10. DUE DILIGENCE: Buyer is encouraged to seek information from Seller nor Licensee makes any warranties regarding the condition, per subject to the following contingencies, with results being satisfactory t	n professionals regarding any specific issue or concern. Neither mitted use or value of Sellers' real property. This Agreement is o Buyer:
Page 1 of 5 Buyer(s) Initials <u><i>Mip</i></u>	Seller(s) Initials mip

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CONTINUEDRICH		NEC			OBTAINED	TO BE PAID	
CONTINGENCY		YES	NO	FULL RES	OLUTION	ВҮ	FOR BY
1.	SURVEY		X	within	days		
	Purpose:						
2.	SOILS TEST		X	within	days		
	Purpose:						
3.	SEPTIC SYSTEM						
	DESIGN		X	within	days		
	Purpose:						
4.	LOCAL PERMITS		X	within	days		
	Purpose:						
5.	HAZARDOUS						
	WASTE REPORTS		X	within	days		
	Purpose:						
6.	UTILITIES		X	within	days		
	Purpose:						
7.	WATER		X	within	days		
	Purpose:						
8.	SUB-DIVISION						
	APPROVAL		X	within	days		
	Purpose:						
9.	DEP/LUPC/ACOE APPROVALS		X	within	days		
	Purpose:						
10.	ZONING VARIANCE		X	within	days		
	Purpose:						
11.	HABITAT REVIEW/						
	WATERFOWL		X	within	days		
	Purpose:						
12.	REGISTERED FARMLAND		X	within	days		
	Purpose:			4			
13.	MDOT DRIVEWAY/						
	ENTRANCE PERMIT		X	within	days		
	Purpose:						
14.	DEED RESTRICTION		X	within	days		
	Purpose:						
15.	TAX STATUS*		X	within	days		
	Purpose:						
16.	BUILD PACKAGE		X	within	days		
	Purpose:						
17.	OTHER		X	within	days		
	Purpose:						

\* If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within N/A days. Yes No

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property. Page 2 of 5 Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_\_

#### 11. FINANCING: Buyer's obligation to close:

#### Not Subject to Financing

is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.

is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within N/A days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than N/A days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

Buyer's ability to purchase 🗌 is 🗋 is not subject to the sale of another property. See addendum 🗌 Yes 🗍 No.

#### Subject to Financing

- Buyer's obligation to close is subject to financing as follows:
- a. Buyer's obligation to close is subject to Buyer obtaining a <u>N/A</u> loan of <u>N/A</u>% of the purchase price, at an interest rate not to exceed <u>N/A</u> % and amortized over a period of <u>N/A</u> years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
- Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within <u>N/A</u> days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
- d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have <u>N/A</u> days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- e. Buyer agrees to pay no more than <u>N/A</u> points. Seller agrees to pay up to <u>\$N/A</u> toward Buyer's actual prepaids, points and/or closing costs, but no more than allowable by Buyer's lender.
- f. Buyer's ability to obtain financing 🗌 is 🕱 is not subject to the sale of another property. See addendum 🗌 Yes 🕱 No.
- g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 11e shall remain in full force and effect.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

N/A	( N/A ) of	N/A	( <u>N/A</u> )
Licensee	MLS ID	Agency	MLS ID
is a Seller Agent Buyer Agent Disc I	Dual Agent 🗌 Transaction Broker		
N/A	( N/A ) of	N/A	( <u>N/A</u> )
Licensee	MLS ID	Agency	MLS ID

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

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Buyer(s) Initials



Internal P&S

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: Subject property is 24.9 +/- acres. Sale is contingent upon the acquisition of 29.9+/- acres located on Route 5 and Clark's Bridge Road as outlined in Purchase and Sale Agreement between The Patterson Companies, LLC & Northboro Properties, LLC dated July 16, 2021.

#### 23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

#### 24. ADDENDA: Yes X No Explain:

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Buver(s) Initials mip

Scller(s) Initialsmip

25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is 1293 Main St., Sanfo MARK I. PALTERSON	rd, ME 04073		
Mark I. Patterson 10ct 4, 2021 12:46 EDT) BUYER Jackson Drysdale & Associates, LLC or assigns	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE
Seller accepts the offer and agrees to deliver the	above-described	property at the price and upon the ter	ms and conditions set forth and

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 1293 Main St, Sanfo Mark I. Patterson	rd, ME 04073		•
Mark I. Patterson foct 4, 2021 12:46 EDT SELLER The Patterson Companies, LLC	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

#### **COUNTER-OFFER**

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
The Buyer hereby accepts the co	ounter offer set forth above.		
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE
	EXT	ENSION	
The closing date of this Agreeme	ent is extended until	DATE	
		DATE	
SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE



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Internal P&S





or misuse or misrepresentation of this map.













Drainage basin boundaries compiled by U.S. Geological Survey, Water Resources Division, Augusta, Maine, with funding from the Maine Low-Level Radioactive Waste Authority.

#### SIGNIFICANT SAND AND GRAVEL AOUIFERS (yields greater than 10 gallons per minute)

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Approximate boundary of surficial deposits with significant saturated thickness where potential ground-water yield is moderate to excellent.



Surficial deposits with good to excellent potential ground-water yield; yields generally greater than 50 gallons per minute to a properly constructed well. Deposits consist primarily of glacial sand and gravel, but can include areas of sandy till and alluvium; yield zones are based on subsurface data where available, and may vary from mapped extent in areas where data are many lither and may vary from mapped extent in areas where data are unavailable

Surficial deposits with moderate to good potential ground-water yield; yields generally greater than 10 gallons per minute to a properly constnucted well. Deposits consist primarily of glacial sand and gravel, but can include areas of sandy till and alluvium, yields may exceed 50 gallons per minute in deposits hydraulically connected with surface-water bodies, or in extensive deposits where subsurface data are available.

### SURFICIAL DEPOSITS WITH LESS FAVORABLE AQUIFER CHARACTERISTICS (yields less than 10 gallons per minute)



Areas with moderate to low or no potential ground-water yield (includes areas underlain by till, marine deposits, colian deposits, alluvium, swamps, thin glacial sand and gravel deposits, or bedrock); yields in surficial deposits generally less than 10 gallons per minute to a properly constructed weat depo well

#### SEISMIC-LINE INFORMATION

CONTOUR INTERVAL 10 FEET

Profiles for selected 12-channel seismic lines are shown on Plate 2 of Open-File Report 83-1 (Tolman and others, 1983). Length of 12-channel and single-channel seismic lines as shown on the map is to scale.

- 53 Depth to bedrock, in feet below land surface.
- ≥53 Depth to bedrock exceeds depth shown (based on calculations).
- 12 Depth to water level, in feet below land surface.
- -MAP-7 131, 23 Twelve-channel seismic line, with depth to bedrock and depth to water shown at the midpoint of the line, in feet below land surface.
  - Single-channel seismic line, with depth to bedrock and depth to water shown at each end of the line, in feet below land surface. Unless otherwise indicated, data shown above the line-identifier 69, 12 🖬 -MAP-E 72, 12 0 box refers to the northern end of the seismic line.

The 3-letter identifier for a line is an abbreviation for the topographic quadrangle. If the 3-letter identifier for the line is followed by a number (ex: MAP - 7, MAP - 4), the line is a 12-channel line. If the identifier is followed by a letter (ex: MAP - E, MAP-P), the line is a single-channel line. Seismic interpretations by C. D. Neil and D. H. Tepper.

#### OTHER SOURCES OF INFORMATION

Quadrangle Location

- Tolman, A. L., Tepper, D. H., Prescott, G. C., and Gammon, S. O., 1998, Hydrogeology of significant sand and gravel aquifers, northern York and southern Cumberland Counties, Maine: Maine Geological Survey, Open-File Report 83-1, 4 plates.
- Meglioli, A., 1998. Surficial materials of the Waterboro quadrangle, Maine: Maine Geological Survey, Open-File Map 98-178.
- Megliofi, A., 1999, Surficial geology of the Waterboro quadrangle, Maine: Maine Geological Survey, Open-File Map 99-103.
- Caswell, W. B., 1987, Ground water handbook for the state of Maine, Second Edition: Maine Geological Survey, Bulletin 39, 135 p.
- Thompson, W. B., 1979, Surficial geology handbook for coastal Maine: Maine Geological Survey, 68 p. (out of print)
- 6. Thompson, W. B., and Borns, H. W., Jr., 1985, Surficial geologic map of Maine: Maine Geological Survey, scale 1:500,000.

#### GEOLOGIC AND WELL INFORMATION

- 50 Depth to bedrock, in feet below land surface
- Penetration depth of bonng,  $\ge$  symbol refers to minimum depth to be drock based on boring depth or refusal ≥13
- 6 🖬 Depth to water level in feet below land surface (observed in well, spring, test boring, pit, or seismic line)
- × Gravel pit (overburden thickness noted in feet, e.g. 5-12')
- 8 Quarry
- Yield (flow) of well or spring in gallons per minute (GPM) 4 GPM
  - 2 Spring, with general direction of flow
  - Drilled overburden well
  - Dug well
  - + Observation well (project well if labeled; nonproject well if unlabeled)
  - ÷ Test boring (project boring if labeled; nonproject boring if unlabeled)
  - + Driven point
  - 0 Test pit

1

- . Drilled bedrock well
- V Potential point source of ground-water contamination
- + Bedrock outcrop

Surface-water drainage-basin boundary: surface-water divides generally cor-respond to ground-water divides. Horizontal direction of ground-water flow generally is away from divides and toward surface-water bodies.

# **Significant Sand and Gravel Aquifers**

















United States Department of Agriculture



Natural Resources Conservation Service A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

# Custom Soil Resource Report for York County, Maine

**Clarks Bridge Crossing** 



# Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/? cid=nrcs142p2\_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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# **How Soil Surveys Are Made**

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



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MAP INFORMATION	The soil surveys that comprise your AOI were mapped at 1:20,000.	Warning: Soil Map may not be valid at this scale. Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.	Please rely on the bar scale on each map sheet for map measurements. Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)	Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.	This product is generated from the USDA-NRCS certified data as of the version date(s) listed below. Soil Survey Area: York County, Maine Survey Area Data: Version 20, Aug 31, 2021	Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.	Date(s) aerial images were photographed: Sep 5, 2013—Oct 22, 2017	The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background magery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
LEGEND	Spoil Area Stony Spot	s & Very Stony Spot	Streams and Canals     Transportation     A line Rails     Interstate Highways     US Routes     Major Roads	Background Aerial Photography				
MAP	Area of Interest (AOI)	Soils Soil Map Unit Polygon Soil Map Unit Lines Soil Map Unit Lines Soil Map Unit Points Special Point Features	Borrow Pit Borrow Pit Clay Spot Closed Depression Gravel Pit Gravelly Spot	<ul> <li>Landfill</li> <li>Lava Flow</li> <li>Marsh or swamp</li> <li>Mine or Quarry</li> </ul>	<ul> <li>Miscellaneous Water</li> <li>Perennial Water</li> <li>Rock Outcrop</li> <li>Saline Spot</li> </ul>	Sandy Spot	<ul> <li>Sinkhole</li> <li>Slide or Slip</li> </ul>	Ø Sodic Spot

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI			
AdB	Adams loamy sand, 0 to 8 percent slopes	7.0	31.7%			
BsB	Brayton and Westbury very stony fine sandy loams, 0 to 8 percent slopes	4.7	21.4%			
CoC	Colton gravelly sandy loam, 8 to 15 percent slopes	4.7	21.2%			
SrC	Skerry fine sandy loam, 8 to 15 percent slopes, very stony	5.6	25.7%			
Totals for Area of Interest	•	22.0	100.0%			

# Map Unit Legend

## **Map Unit Descriptions**

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

## York County, Maine

### AdB—Adams loamy sand, 0 to 8 percent slopes

#### **Map Unit Setting**

National map unit symbol: 2wqn9 Elevation: 10 to 2,000 feet Mean annual precipitation: 31 to 95 inches Mean annual air temperature: 27 to 52 degrees F Frost-free period: 90 to 160 days Farmland classification: Farmland of statewide importance

#### **Map Unit Composition**

Adams and similar soils: 85 percent Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Adams**

#### Setting

Landform: Outwash terraces Landform position (two-dimensional): Summit, backslope Landform position (three-dimensional): Base slope Down-slope shape: Linear Across-slope shape: Linear Parent material: Sandy glaciofluvial deposits

### **Typical profile**

*Ap - 0 to 7 inches:* loamy sand *Bs - 7 to 21 inches:* sand *BC - 21 to 27 inches:* sand *C - 27 to 65 inches:* sand

### **Properties and qualities**

Slope: 0 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat excessively drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (1.42 to 14.17 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline (0.0 to 1.9 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 3.6 inches)

### Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 3s Hydrologic Soil Group: A Ecological site: F144BY601ME - Dry Sand Hydric soil rating: No

# BsB—Brayton and Westbury very stony fine sandy loams, 0 to 8 percent slopes

#### Map Unit Setting

National map unit symbol: 9k53 Elevation: 10 to 2,500 feet Mean annual precipitation: 34 to 48 inches Mean annual air temperature: 37 to 46 degrees F Frost-free period: 90 to 160 days Farmland classification: Not prime farmland

#### **Map Unit Composition**

*Brayton and similar soils:* 60 percent *Westbury and similar soils:* 25 percent *Estimates are based on observations, descriptions, and transects of the mapunit.* 

#### **Description of Brayton**

#### Setting

Landform: Till plains Landform position (two-dimensional): Toeslope Landform position (three-dimensional): Talf Down-slope shape: Concave Across-slope shape: Linear Parent material: Coarse-loamy lodgment till derived from mica schist and/or coarse-loamy lodgment till derived from gneiss

### **Typical profile**

Oa - 0 to 2 inches: highly decomposed plant material

H1 - 2 to 8 inches: fine sandy loam

H2 - 8 to 14 inches: fine sandy loam

H3 - 14 to 65 inches: fine sandy loam

### **Properties and qualities**

Slope: 0 to 8 percent
Surface area covered with cobbles, stones or boulders: 1.6 percent
Depth to restrictive feature: 10 to 20 inches to densic material
Drainage class: Poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.60 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 3.5 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 7s Hydrologic Soil Group: D Ecological site: F144BY502ME - Loamy Till Toeslope Hydric soil rating: Yes

#### **Description of Westbury**

#### Setting

Landform: Till plains Landform position (two-dimensional): Toeslope Landform position (three-dimensional): Rise Down-slope shape: Linear Across-slope shape: Linear Parent material: Coarse-loamy lodgment till derived from granite and gneiss

#### **Typical profile**

Oa - 0 to 2 inches: highly decomposed plant material

H1 - 2 to 5 inches: fine sandy loam

H2 - 5 to 23 inches: fine sandy loam

H3 - 23 to 37 inches: fine sandy loam

H4 - 37 to 65 inches: sandy loam

#### **Properties and qualities**

Slope: 0 to 8 percent
Surface area covered with cobbles, stones or boulders: 1.6 percent
Depth to restrictive feature: 13 to 24 inches to densic material
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 3.0 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 7s Hydrologic Soil Group: D Ecological site: F144BY502ME - Loamy Till Toeslope Hydric soil rating: No

### CoC—Colton gravelly sandy loam, 8 to 15 percent slopes

#### Map Unit Setting

National map unit symbol: 2yjg3 Elevation: 10 to 2,000 feet Mean annual precipitation: 31 to 65 inches Mean annual air temperature: 36 to 52 degrees F Frost-free period: 90 to 160 days Farmland classification: Not prime farmland

#### **Map Unit Composition**

*Colton and similar soils:* 85 percent *Estimates are based on observations, descriptions, and transects of the mapunit.* 

#### **Description of Colton**

#### Setting

Landform: Kames, eskers Landform position (two-dimensional): Summit, backslope Landform position (three-dimensional): Side slope, crest Down-slope shape: Convex Across-slope shape: Convex Parent material: Sandy-skeletal glaciofluvial deposits

#### **Typical profile**

*Oe - 0 to 4 inches:* moderately decomposed plant material *E - 4 to 6 inches:* gravelly sandy loam *Bs - 6 to 14 inches:* gravelly loamy sand *BC - 14 to 24 inches:* very gravelly coarse sand *C - 24 to 65 inches:* extremely gravelly coarse sand

#### **Properties and qualities**

Slope: 8 to 15 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Excessively drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (1.42 to 14.17 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline (0.0 to 1.9 mmhos/cm)
Available water supply, 0 to 60 inches: Very low (about 2.9 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 3s Hydrologic Soil Group: A Hydric soil rating: No

### SrC—Skerry fine sandy loam, 8 to 15 percent slopes, very stony

#### **Map Unit Setting**

National map unit symbol: 2w9pd Elevation: 160 to 1,540 feet Mean annual precipitation: 31 to 65 inches Mean annual air temperature: 36 to 52 degrees F Frost-free period: 90 to 160 days Farmland classification: Not prime farmland

#### Map Unit Composition

*Skerry, very stony, and similar soils:* 85 percent *Estimates are based on observations, descriptions, and transects of the mapunit.* 

#### **Description of Skerry, Very Stony**

#### Setting

Landform: Hills, mountains

Landform position (two-dimensional): Backslope, footslope

Landform position (three-dimensional): Mountainflank, mountainbase, interfluve,

nose slope, side slope

Down-slope shape: Convex

Across-slope shape: Linear

*Parent material:* Loamy lodgment till derived from granite and gneiss and/or schist over sandy lodgment till derived from granite and gneiss and/or schist

### **Typical profile**

Oa - 0 to 2 inches: highly decomposed plant material

E - 2 to 4 inches: fine sandy loam

Bhs - 4 to 6 inches: fine sandy loam

*Bs1 - 6 to 20 inches:* gravelly fine sandy loam

Bs2 - 20 to 25 inches: gravelly fine sandy loam

Cd1 - 25 to 34 inches: gravelly loamy sand

Cd2 - 34 to 65 inches: gravelly loamy sand

### **Properties and qualities**

Slope: 8 to 15 percent

Surface area covered with cobbles, stones or boulders: 1.1 percent Depth to restrictive feature: 21 to 43 inches to densic material Drainage class: Moderately well drained Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.01 to 1.42 in/hr) Depth to water table: About 19 to 34 inches Frequency of flooding: None Frequency of ponding: None Maximum salinity: Nonsaline (0.0 to 1.9 mmhos/cm)

Available water supply, 0 to 60 inches: Low (about 4.2 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 6s Hydrologic Soil Group: C/D Ecological site: F144BY501ME - Loamy Slope (Northern Hardwoods) Hydric soil rating: No

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## MARK HAMPTON ASSOCIATES, INC.

SOIL EVALUATION . WETLAND DELINEATIONS . SOIL SURVEYS . WETLAND PERMITTING

6790

August 23, 2021

Mr. Mark Patterson Patco Construction 1293 Main Street Sanford, ME 04073

Re: Wetland Delineation, 27 acres on the corner of Clarks Bridge Road & Route 5 in Waterboro, ME

Dear Mr. Patterson,

I have completed a delineation of wetlands on the 27 acre lot on the corner of Clarks Bridge Road and Route 5 in Waterboro, ME. The wetland delineation was completed in accordance with the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual for the Northcentral and Northeast Regions dated January 2012. These manuals require the presence of three parameters for a wetland to be present, wetland hydrology, hydrophytic vegetation, and hydric soils.

The wetlands I found on the parcel were flagged with yellow flagging. The flagging was labeled in an alphanumeric sequence. The wetland flags were located by GPS equipment capable of locating a point to within three feet. The lot has been cleared of trees at some point. The wetlands found onsite are scrub/shrub wetlands and do not meet the definition of wetlands of special significance as defined by Maine Department of Environmental Protection. There appeared to be no potential vernal pools on the property, however the wetland work was completed outside of the season for vernal pool identification.

If you have any questions or require additional information, please contact me.

Sincerely.

Mark J. Hampton C.S.S., L.S.E. Certified Soil Scientist #216 Licensed Site Evaluator #263







## **Proposed Deed Restrictions**

- 1. No building or other structure of any kind other than single-family residence with garage, separate storage shed, or barn shall be erected on said property. Outbuildings may only be erected when associated with a residence.
- The premises shall be used only for single family residential purposes and without limitation, no commercial, industrial, business, farming or animal husbandry use or enterprise of any nature or description shall be carried on at the premises.
- 3. No machinery, unregistered motor vehicles, commercial vehicles exceeding a one ton truck, or equipment of any kind shall be placed, operated or maintained upon said property except such machinery or equipment as is usual and customary in connection with and during the use, maintenance or construction of a residence.
- 4. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or outbuilding shall be used as a residence on any lot.
- 5. No poultry, swine, dog kennels or livestock shall be kept or maintained on any part of the premises except dogs, cats, or birds may be kept for pleasure and use of the occupants.
- 6. All residential structures and accessory outbuildings shall conform to the codes, ordinances and regulations of the Town of Waterboro, provided however, that the exterior of every dwelling house must be completed, including painting or staining and landscaping, within one (1) year from the date construction is started on the house.
- 7. No dead trees or other unsightly growth shall be permitted to remain on any part of the premises, and no refuse pile or unsightly object shall be allowed to be placed or permitted to remain on any part of the premises. Rubbish or waste containers must be enclosed and screened from public view.
- 8. Any cutting of trees shall be done in compliance with the State of Maine statute or Town of Waterboro ordinance in existence at the time of cutting. Cutting of trees larger than 4" on stump shall not be done within twenty-five (25) feet of any rear or ten (10) feet of any sideline of any lot. This section shall not preclude the removal of diseased or naturally damaged trees.
- No noxious or offensive acts shall be carried upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
- 10. Any lawn fertilizer used on the property shall be of the low-phosphorous variety.

11. All plans for the erection, additions, or alteration of buildings on the premises for shall be submitted for approval to the Declarant, its successors or assigns or its duly authorized representative before any construction is undertaken and such approval shall be endorsed in writing on said plans or by separate instrument. The covenants contained in this Paragraph shall remain in effect for twenty (20) years after the conveyance of the premises, or until released by instrument executed and recorded by Declarant, or its successors and assigns, whichever shall first occur.