

# MAINE BOUNDARY CONSULTANTS

Robert A. Yarumian II, PLS

*Professional Land Surveyor*

Est. 1988

---

May 1, 2017

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

Re: Clark Farm II - Minor Subdivision for Laurence A. & Kathryn S. Clark: Swett Road & Webb Rd., Windham, ME.

Dear Planning Board members,

On behalf of Laurence A. Clark and Kathryn S. Clark, I am pleased to submit to you the Final Plan of Clark Farm II, a minor (2 Lot) subdivision of the parcel identified on Town of Windham Assessor's Map 6, as Lot 51, and situated along Swett Road and Webb Road in Windham, Maine.

Please find enclosed the following as the results of the Land Surveying Services:

**Six (6) packets of the "Clark Farm II Minor Subdivision", dated May 1, 2017.**

These packets include the following:

- 1.) Town of Windham Minor Subdivision Application
- 2.) Additional "Mandatory Written Information"
- 3.) Copy of Deed Book 2465, Page 235 (Easement Deed to CMP)
- 4.) Copy of Deed Book 3017, Page 001 (Ref.: Sewer Pipe & Drainage ESMT, now benefitting land of Pressey)
- 5.) Copy of Deed Book 13429, Page 099 (Easement to Portland Natural Gas Transmission System)
- 6.) Boundary Survey Map of Clark Farm, dated November 3, 2009 (reduced edition, Full size submitted digitally)
- 7.) Boundary Survey Sketch Map for Laurence A. Clark & Anne S. Clark of 24 Swett Road (now Bassett), dated May 12, 2015
- 8.) Boundary Survey Sketch Map for Laurence A. Clark & Anne S. Clark of the Parcel Sold to Scott A. Sawyer, dated June 22, 2015
- 9.) Boundary Survey Sketch Map for Laurence A. Clark & Anne S. Clark of the Proposed Parcel to Fred A. Staples & Doris I. Staples, dated November 11, 2015
- 10.) Sketch of Clark Farm II over Medium Intensity Soils Survey
- 11.) Copy of Soils Test Pit results (1 & 2)
- 12.) Final Minor Subdivision Plan of Clark Farm II for Laurence A. Clark & Kathryn S. Clark, dated May 1, 2017 (reduced 11"x17")
- 13.) Final Minor Subdivision Plan of Clark Farm II for Laurence A. Clark & Kathryn S. Clark, dated May 1, 2017 (full size 24"x36")

Please take the time to review the enclosed information. Larry, Kathryn and we at Maine Boundary Consultants look forward to presenting this Minor Subdivision to you on May 22. We hope the information enclosed is sufficient enough for your approval of this project.

Respectfully submitted and sincerely yours,



Robert A. Yarumian II, PLS

MAINE BOUNDARY CONSULTANTS

Project Name: CLARK FARM II

Tax Map: 6 Lot: 51

Estimated square footage of building(s): Zero to 6,000 ~~sq~~ +/-

If no buildings proposed, estimated square footage of total development/disturbance:

**Contact Information**

1. Applicant

Name: Laurence A. Clark  
Kathryn S. Clark

Mailing Address: 56 Pinetree Lane Denmark, ME 04022

Telephone: 787-2403 Fax: E-mail: larryck:h@gwi.net

2. Record owner of property

☒ (Check here if same as applicant)

Name:

Mailing Address:

Telephone:

Fax:

E-mail:

3. Contact Person/Agent (if completed and signed by applicant's agent, provide written documentation of authority to act on behalf of applicant)

Name: Matt Sukeforth

Company Name: Maine Boundary Consultants

Mailing Address: PO Box 67 Buxton, ME 04093

Telephone: 727-5359 Fax: 221-1243 E-mail: matts@maineboundary.com

I certify all the information in this application form and accompanying materials is true and accurate to the best of my knowledge.

  
Signature

5/1/2017  
Date



# **Final Plan - Minor Subdivision: Submission Requirements**

<b>A. Mandatory Written Information</b>		<b>Applicant</b>	<b>Staff</b>
1	A fully executed application form, signed by person with right, title, or interest in the property	✓	
2	Evidence of payment of the application and escrow fees	✓	
3	Name, registration number and seal of the Maine Licensed Professional Land Surveyor who conducted the survey	✓	
4	Name, registration number and seal of the licensed professional who prepared the plan (if applicable)	✓	
5	Description of how solid waste generated at the site is to be collected and disposed of.	See Attached	
6	Statement from the Maine Inland Fisheries & Wildlife that no significant wildlife habitat exists on the site	See Letter N/A	
7	Copies of existing or proposed deed restrictions or covenants.	See Letter	
8	Copies of existing or proposed easements over the property	✓	
9	Title opinion proving right of access to the proposed subdivision or site for any property proposed for development on or off of a private way or private road	N/A	
10	Financial Capacity. Estimated costs of development, and itemization of major costs		
	i. Estimated costs of development, and itemization of major costs	N/A	
	ii. Financing - provide one of the following:		
	a. Letter of commitment to fund from financial institution, governmental agency, or other funding agency	N/A	
	b. Annual corporate report with explanatory material showing availability of liquid assets to finance development	N/A	
	c. Bank statement showing availability of funds if personally financing development	N/A	
	d. Cash equity commitment	N/A	
	e. Financial plan for remaining financing	N/A	
	f. Letter from financial institution indicating an intention to finance	N/A	
	iii. If a corporation, Certificate of Good Standing from the Secretary of State	N/A	
11	Technical Capacity		
	i. A statement of the applicant's experience and training related to the nature of the development, including developments receiving permits from the Town.	N/A	
	ii. Resumes or similar documents showing experience and qualifications of full-time, permanent or temporary staff contracted with or employed by the applicant who will design the development.	N/A	
12	Name and contact information for the road association who's private way or road is used to access the subdivision (if applicable)	N/A	

B. Mandatory Plan Information		Applicant	Staff
1	Name of subdivision, date and scale	✓	
2	Stamp of the Maine License Professional Land Surveyor that conducted the survey, including at least one copy of original stamped seal that is embossed and signed	✓	
3	Stamp with date and signature of the Maine Licensed Professional Engineer that prepared the plans.	N/A	
4	North arrow identifying all of the following: Grid North, Magnetic North, declination between Grid and Magnetic, and whether Magnetic or Grid bearings were used in the plan design	✓	
5	Location map showing the subdivision within the municipality	✓	
6	Vicinity plan showing the area within 250 feet, to include:	<del>X</del>	<del>X</del>
	i. approximate location of all property lines and acreage of parcels	N/A	
	ii. locations, widths, and names of existing, filed, or proposed streets, easements or building footprints	N/A	
	iii. location and designations of any public spaces	N/A	
	iv. outline of proposed subdivision, together with its street system and indication of future probably street system, if the proposed subdivision encompasses only part of the applicants entire property.	N/A	
7	Standard boundary survey of parcel, including all contiguous land in common ownership within the last 5 years	✓	
8	Existing and proposed street names, pedestrian ways, lot easements, and areas to be reserved or dedicated to public use	N/A	
9	All lots within the subdivision, including numbers for each lot, and map and lot number assigned by the Windham Assessing Department	✓	
10	Location of all monuments as required by ordinance	✓	
11	Location of any important or unique natural and site features including, but not limited to wetlands, water bodies, streams, scenic areas, sand and gravel aquifers, significant wildlife habitats, significant fisheries, treelines, historic and/or archaeological resources.	N/A Waived	
12	Location of all yard setback lines.	✓	
13	Medium intensity soils map for the area to be subdivided. The Planning Board may require submission of a high intensity soils map in instances where poor soils are evident.	✓	
14	Location and results of test pits performed by a Maine Licensed Site Evaluator or Certified Soil Scientist if subsurface wastewater disposal systems (septic) are proposed.	✓	
15	Written offers of cessation to the Town of all public open space shown on the plan.	N/A	
16	All conditions of approval and/or waivers required or granted by the Planning Board, with the exception of waivers from the submission requirements.	✓	
17	Boundaries of any flood hazard areas and the 100-year flood elevation as depicted on the Town's Flood Insurance Rate Map	✓	



C. Submission information for which a waiver may be granted.		Applicant	Staff
1	Contour lines at intervals of 5 feet, or at lesser intervals as the Planning Board may require	<del>check</del> on PLAN	
2	Description of how stumps and demolition debris will be disposed of	✓	
3	A surface drainage plan or stormwater management plan with profiles and cross-sections showing the design of all facilities and conveyances necessary to meet the stormwater management standards set forth in Section 900.	✓	
4	A soil erosion and sediment control plan prepared by a Maine Licensed Professional Engineer or a Certified Professional in Erosion and Sediment Control (CPESC).	✓	
5	If subsurface wastewater disposal systems (septic) are proposed, a hydrogeologic assessment prepared by a Maine Licensed Site Evaluator or Certified Geologist.	✓	
6	Show location of driveways	✓	

## Clark Farm II - Minor Subdivision

### A.) Mandatory Written Information

A.5.) Very little (if any) development will occur. Any solid waste is to be collected and disposed of according to local and state requirements/regulations.

A.6.) Waived due to the scope of this project and minimal disturbance in relation to parcel size.

A.7.) There will be an Agricultural Conservation Easement attached to the 142.6 acres,± parcel that is to be prepared, but will be recorded in the Registry of Deeds.

### B.) Mandatory Plan Information

B.11.) Waiver requested due to the scope of this project and minimal expected disturbance.

### C.) Submission Information for waiver

C.2.) Any stumps and demolition debris will be disposed of in a manner consistent with local practices. Very little debris is expected to be created and disposed of.

C.3.) A waiver is requested regarding a surface drainage plan or stormwater management plan due to the scope of this project and minimal expected disturbance and impervious area being created.

C.4.) A waiver is requested regarding a soil erosion and sediment control plan due to the scope of this project and minimal expected disturbance and impervious area being created.

C.5.) A waiver is requested regarding a hydrogeologic assessment prepared by a Maine Licensed Site Evaluator or Certified Geologist, due to there only being two (2) proposed lots, being 21.4 acres,± and 142.6 acres,± respectively.

C.6.) A waiver is requested regarding showing driveway locations because there are no current plans to develop Lot 1 or Lot 2.



# TOWN OF WINDHAM SUBDIVISION & SITE PLAN APPLICATION

## Performance and Design Standards Waiver Request Form

(Section 808 – Site Plan Review, Waivers)  
(Section 908 – Subdivision Review, Waivers)

For each waiver request from the Performance and Design Standards detailed in Section 811 or Section 911 of the Town of Windham Land Use Ordinance, as applicable, please submit a separate completed copy of this waiver request form.

---

**Subdivision or Project Name: Clark Farm II**

**Tax Map: 6   Lot: 51**

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

Ordinance Section	Standard	Mark which waiver this form is for
§910.B.1.b.11	Location of important or unique or natural site features	
§910.B.1.b.13	Medium Intensity Soil Mapping	
§910.B.1.c.2	Disposal of stumps and demolition debris	
§910.B.1.c.3	Surface drainage plan or stormwater management plan	
§910.B.1.c.4	Soil erosion and sediment control plan	

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

*No development is proposed which would require the types of information requested in these submission requirements. See staff memo for more information.*

(continued next page)

Ordinance Section: \_\_\_\_\_

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

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

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



KNOW ALL MEN BY THESE PRESENTS

That WE, JOHN W. CLARK and LILLA A. CLARK, both of Windham in the County of Cumberland and State of Maine

Clark  
&  
to  
Central  
Me Power  
Co  
---  
War

in consideration of one dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having an office and place of business at Augusta, County of Kennebec, said State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company, its successors and assigns, forever, the perpetual right and easement to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove electric transmission, distribution and communication lines consisting of suitable and sufficient poles and towers with sufficient foundations together with wires strung upon and extending between the same for the transmission of electric energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other electrical equipment and appurtenances, over and across ~~land located in the County of Cumberland, State of Maine, more particularly described and delineated as follows~~

a strip of land one hundred (100) feet in width situated in Windham, in the County of Cumberland and State of Maine, being a portion of the premises conveyed to us by John H. Olesen, by deed dated April 4, 1953, recorded in Cumberland County Registry of Deeds in Book 2079, Page 304, and Ruth F. Olesen by deed dated March 31, 1953, recorded in said Registry of Deeds in Book 2123, Page 349, and to John W. Clark by Neil F. Lowell et al, by deed dated September 24, 1956, recorded in said Registry of Deeds in Book 2320, Page 243, to which deeds reference is hereby made for a more particular description of said premises; said strip being one hundred (100) feet in width and lying equally, namely, fifty (50) feet on either side of the following described survey line and its projection at either end:

Beginning at a stake set in the dividing line between our land and land of Milton W. Tottle et al, said stake being southeasterly along said dividing line about seventy-two (72) feet from an iron pipe set at the northwesterly corner of the above mentioned Tottles' land; thence S 28° 42' E and crossing the Gray-Gorham Road, a distance of two thousand five hundred fifty-one (2551) feet to a stake and angle; thence S 48° 40' E and crossing the Swett Road a distance of one thousand five hundred seventy-three (1573) feet to a stone wall and dividing line between our land and land of James J. Finley, said last named stake being northeasterly along said last mentioned dividing line about five hundred sixty (560) feet from the easterly side line of the Swett Road, so-called.

This conveyance is made subject to the rights of the public in said Gray-Gorham Road and the Swett Road.



236

Also conveying to the Grantee, its successors and assigns, the right and easement at any and all times to enter on adjacent land of the Grantor(s), ~~.....theirs~~ <sup>their</sup> heirs and assigns, for the purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of said strip as in falling would in the judgment of the Grantee, its successors and assigns, interfere with or endanger the operation and maintenance of any lines constructed along said strip.

themselves

The Grantor(s) for .....~~and~~ and .....~~their~~ heirs, executors, administrators, successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure, of any kind or nature upon the above described strip, and will not place, permit or allow any material of any kind or nature to accumulate on or be removed from said strip any or all of which, in the opinion of the Grantee, its successors and assigns, would endanger or interfere with the operation or maintenance of said line or lines constructed along and across said strip.

TO HAVE AND TO HOLD the aforegranted rights and easements, with all the privileges and appurtenances thereof to the said Central Maine Power Company, its successors and assigns, to its and their use and behoof forever. And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances; that we have good right to sell and convey said easement to the said Grantee to hold as aforesaid; and that we and our heirs, shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

IN WITNESS WHEREOF, we the said John W. Clark and Lilla A. Clark,  
being husband and wife

xxf xthreosuldx

joining in this deed as Grantors, and relinquishing and conveying our rights by descent and all other rights in the above described easements, have hereunto set our hand(s) and seal(s) this 1st. day of April, in the year of our Lord one thousand nine hundred and fifty-nine.

Signed, Sealed and Delivered  
in presence of

Edward J. Haspelt  
to both

John W. Clark  
Lilly P. Clark

STATE OF MAINE Cumberland ss.

April 1st. 19 59.

Personally appeared the above named John W. Clark  
and acknowledged the above instrument to be his free act and deed.

**Before me,**

Howard J. Haskell  
Justice of the Peace

APR 7 1959  
 JUSTICE OF THE PEACE  
 CUMBERLAND COUNTY, MAINE  
 Received at 12 H 35 M, and recorded in  
 BOOK 2465 - PAGE 235 - *Seward R. Thompson*

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE  
Received at 12 H 35 P

Received at 12 H 35 M, and recorded in  
BOOK 2465 - PAGE 232 -

BOOK 2465 - PAGE 235 - M. and recorded in  
*Lewald R. Thun* Registrar



17566  
**Know All Men by These Presents,**

**That** I, John W. Clark, of Windham in the County of Cumberland  
and State of Maine

in consideration of one dollar and other valuable considerations

paid by James B. Hawkes and Linda I. Hawkes, both of said Windham

the receipt whereof I do hereby acknowledge, do hereby give, grant,  
bargain, sell and convey unto the said James B. Hawkes and Linda I. Hawkes,

as joint tenants and not as tenants in common, and their heirs and assigns, and the  
survivor of them, and the heirs and assigns of the survivor of them, forever,

A certain lot or parcel of land, together with the buildings  
thereon, situated in the town of Windham, county of Cumberland,  
and state of Maine, being more particularly bounded and describ-  
ed as follows:-

Beginning at a point on the northeasterly side line of the  
Jebb Road, so-called, at an iron stake situated 568½ feet more  
or less from the northwesterly corner of land formerly of Marie  
R. Wilson and line of land now or formerly of one Arthur Perrin;  
thence in a southeasterly direction by the northeasterly side  
line of said Jebb Road, 300 feet more or less to an iron stake at  
said side line of the said road; thence in a northeasterly  
direction and in a straight line, a distance of 270 feet,  
more or less, to an iron stake; thence in a northwesterly  
direction and parallel to the first mentioned bound, a distance  
of 320 feet more or less to an iron stake; thence in a south-  
westerly direction, parallel with the second mentioned bound,  
a distance of 270 feet, more or less, to the stake and point  
of beginning.

And hereby conveying an easement to said grantees, their  
heirs and assigns, with the right to enter, lay, operate and  
maintain sewer pipe and a drainage bed on the following described  
property: Beginning at an iron stake on the northeasterly side  
line of the Jebb Road so called, said stake being situated 568½  
feet more or less from the northwesterly corner of land formerly  
of Marie R. Wilson and line of land now or formerly of one Arthur  
Perrin; thence in a northwesterly direction and following said  
northeasterly side line of said road, 346.2 feet, more or less,  
to a point in the middle of Slack Brook so called; thence in a  
northeasterly direction, following middle line of said brook,  
25 feet more or less, to a point; thence in a southeasterly  
direction and parallel with the first mentioned bound, a distance  
of 346.2 feet more or less to a point at the northeasterly side  
line of the first parcel described above; thence in a southwest-  
erly direction and following said northwesterly side line of the  
parcel first described above, 25 feet more or less, to the stake  
and point of beginning.

~~Grantor derives his title by virtue of a deed from Marie R.  
Wilson, being recorded in Cumberland County Registry of Deeds.~~

Being a portion of the premises conveyed to the Grantor herein by Marie R.  
Wilson by warranty deed, dated July 14, 1967, and recorded in Cumberland County  
Registry of Deeds in Book 3003, Page 782.

On have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said James B. Hawkes and Linda I. Hawkes

as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, to them and their use and behoof forever.

And I do covenant with the said Grantees, as aforesaid, that I am lawfully seized in fee of the premises, that they are free of all incumbrances, that I have good right to sell and convey the same to the said Grantees to hold as aforesaid, and that I and my heirs as joint tenants and not as tenants in common shall and will warrant and defend the same to the said Grantees, their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever, against the lawful claims and demands of all persons.

In Witness Whereof. I, the said John W. Clark

and Lilla A. Clark

wife of the said John W. Clark

joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises, have hereunto set our hands and seals this 20th day of October in the year of our Lord one thousand nine hundred and sixty-seven.

Signed, Sealed and Delivered  
in presence of

James M. Broun  
De Balle

John W. Clark  
Lilla A. Clark

State of Maine. Cumberland ss. October 20 19 67  
Personally appeared the above named John W. Clark

and acknowledged

the foregoing instrument to be his free act and deed.

Before me,

James M. Broun  
Justice of the Peace  
Notary Public

MY COMMISSION EXPIRES  
JUNE 15, 1973

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE OCT 23 1967  
Received at 3 H 10 P.M. and recorded in  
BOOK 3017 PAGE 1 Samuel R. Taylor Register

NOTE: This deed form is copied from Maine Civil Officer, 8th Edition, (Sullivan) Page 1399, and is the form recommended by a member of our Law Court March 15, 1954

087315

LL: ME-PNGTS 495.00, 498.00 & 500.00PORTLAND NATURAL GAS TRANSMISSION SYSTEM RIGHT-OF-WAY AGREEMENT

## EASEMENT DEED

KNOW ALL BY THESE PRESENTS: that Laurence A. Clark, also known as Lawrence A. Clark of Windham, County of Cumberland, and State of Maine, and his successors, heirs, and assigns ("GRANTOR," whether one or more), for ten dollars (\$10) and other good and valuable consideration, the receipt of which is mutually agreed, grants to PORTLAND NATURAL GAS TRANSMISSION SYSTEM, a Maine Partnership, the mailing address of which is 300 Friberg Parkway, Westborough, Massachusetts 01581-5039, its successors and assigns, ("GRANTEE"), a right-of-way and easement for the purposes of preparing, laying, constructing, maintaining, operating, altering, improving, repairing, changing the size of, replacing and removing, and conforming with any state or federal requirements pertaining to; a pipeline and all related equipment and appurtenances thereto (including but not limited to meters, fittings, tie-overs, valves, pipeline communication systems, and cathodic protection equipment) for the transportation of natural or artificial gas under, over and across the tract or tracts of land ("Land") of GRANTOR, situated in the Town of Windham, County of Cumberland, State of Maine, and being more particularly bounded and described as follows:

All of that certain plot, piece or parcel of land described by deed dated 4/4/52, recorded 4/9/52, book 2079, page 304, less and except that parcel at book 3987, page 250; being further identified as tax map 9 lot 77-A.

Said right-of-way and easement shall extend under, over and across the Land, shall be 50 feet in width, being 35 feet on the Northerly and Easterly side and 15 feet on the Southerly and Westerly side of the centerline of the pipeline as laid (the "Corridor").

GRANTOR hereby grants to GRANTEE a temporary right-of-way and easement extending 15 additional feet on the Northerly and Easterly side and 10 additional feet on the Southerly and Westerly side of the Corridor to allow for a temporary workspace contiguous to the Corridor when such is necessary for the purposes of preparing, laying and constructing said pipeline. Said temporary right-of-way and easement shall expire upon completion of the laying and construction of the pipeline or upon receipt of all necessary permits, approvals and notifications of compliance from the appropriate jurisdictional regulatory agencies with respect to the pipeline laid, whichever is later.

In addition to the above temporary right of way and easement, GRANTOR hereby grants to GRANTEE an additional temporary right-of-way and easement extending (50) feet on the (Easterly) side of the previously described temporary right of way and easement and commencing at (U.S. Highway 202), thence extending (Southerly) a distance of (100) feet to allow for an additional temporary workspace contiguous to the temporary right of way and easement granted herein when such additional area is necessary for the purposes of preparing, laying and constructing said pipeline. Said temporary right of way and easement and additional temporary right of way and easement shall expire upon completion of the laying and construction of the pipeline or upon receipt of all necessary permits, approvals and notifications of compliance from the appropriate jurisdictional regulatory agencies with respect to the pipeline as laid, whichever is later.

In addition to the above temporary right of way and easement, GRANTOR hereby grants to GRANTEE an additional temporary right-of-way and easement extending 25 feet on the (Easterly) side of the previously described temporary right of way and easement and commencing at (U.S. Highway 202), thence extending (Southerly) a distance of (1555) feet to allow for an additional temporary workspace contiguous to the temporary right of way and easement granted herein when such additional area is necessary for the purposes of preparing, laying and constructing said pipeline. Said temporary right of way and easement and additional temporary right of way and easement shall expire upon completion of the laying and construction of the pipeline or upon receipt of all necessary permits, approvals and notifications of compliance from the appropriate jurisdictional regulatory agencies with respect to the pipeline as laid, whichever is later.



In addition to the above temporary right of way and easement, GRANTOR hereby grants to GRANTEE an additional temporary right-of-way and easement extending 50 feet on the (Northerly) side of the previously described temporary right of way and easement and commencing at (Swett Road), thence extending (Easterly) a distance of (100) feet to allow for an additional temporary workspace contiguous to the temporary right of way and easement granted herein when such additional area is necessary for the purposes of preparing, laying and constructing said pipeline. Said temporary right of way and easement and additional temporary right of way and easement shall expire upon completion of the laying and construction of the pipeline or upon receipt of all necessary permits, approvals and notifications of compliance from the appropriate jurisdictional regulatory agencies with respect to the pipeline as laid, whichever is later.

In addition to the above temporary right of way and easement, GRANTOR hereby grants to GRANTEE an additional temporary right-of-way and easement extending 25 feet on the (Northerly) side of the previously described temporary right of way and easement and commencing at (Swett Road), thence extending (Easterly) a distance of (200) feet to allow for an additional temporary workspace contiguous to the temporary right of way and easement granted herein when such additional area is necessary for the purposes of preparing, laying and constructing said pipeline. Said temporary right of way and easement and additional temporary right of way and easement shall expire upon completion of the laying and construction of the pipeline or upon receipt of all necessary permits, approvals and notifications of compliance from the appropriate jurisdictional regulatory agencies with respect to the pipeline as laid, whichever is later.

GRANTOR reserves all oil, gas and minerals on and under the Land and the right to farm, graze and otherwise fully use and enjoy the Land, subject to the rights and privileges and authority herein granted, provided, however, that GRANTEE shall have the right hereafter to cut and keep clear all trees, brush, structures, dwellings, and other obstructions that may injure, endanger or interfere with the exercise of its rights and easements granted hereby.

GRANTEE shall have all privileges convenient for the full and exclusive use of the rights and easements herein granted, together with ingress and egress on foot and by vehicle, along the Corridor and temporary right-of-way and easement. GRANTOR agrees that no excavation, change of grade nor water impoundment will be made on and no trees, brush, structures, dwellings, or other obstructions will be placed or erected over, under or across the Corridor without prior written consent of the GRANTEE.

GRANTEE, by the acceptance hereof, agrees to pay for damages to crops, pasture, fences, timber, livestock and all other personal property which may arise from preparing, laying, constructing, maintaining, operating, altering, improving, repairing, changing, the size of, replacing or removing said Line.

GRANTEE is hereby expressly given the right to sell, lease and assign these rights-of-way and easements, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner, lessee or tenant shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

TO HAVE AND TO HOLD said rights of way and easements with all privileges and appurtenances thereof unto the Portland Natural Gas Transmission System, its successors and assigns forever.

The GRANTOR and the GRANTOR's spouse \_\_\_\_\_ hereby waive and release any right of homestead in the rights-of-way and easements hereby granted.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

It is agreed that this grant as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

WITNESS my/our hand(s) and seal(s) this 6<sup>th</sup> day of September, 1997.

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:

Lawrence J. Huber  
LAWRENCE J. HUBER  
Witness(es)

\_\_\_\_\_  
Witness(es)

Laurence A. Clark  
Grantor  
Laurence A. Clark

\_\_\_\_\_  
Grantor

GRANTOR(S) ACKNOWLEDGMENT

STATE OF Maine  
COUNTY OF Cumberland, SS. Sept. 6<sup>th</sup>, 1997

Then personally appeared the above named Laurence A. Clark and acknowledged the foregoing instrument to be his/her/their free act and deed.

Ricardo S. Lopez  
Notary Public

RICARDO S. LOPEZ  
(Printed Name) Notary Public, Maine  
Commission Expires May 22, 2003

My commission expires: \_\_\_\_\_

SEAL



**PORTLAND NATURAL GAS TRANSMISSION SYSTEM****ADDENDUM**

Attached to and made a part of that certain Easement Deed by and between Laurence A. Clark, Grantor, and PORTLAND NATURAL GAS TRANSMISSION SYSTEM, Grantee, dated Sept 6th, 1997, covering that certain plot, piece or parcel of land as described by deed dated 4-4-52, recorded 4-9-52, at Book 2079 Page 304.

1. It is understood and agreed by and between the Grantee and the Grantor that the said right-of-way and easement granted herein shall extend under, over and across the Land shall be 50 feet in width being 35 feet on the Northerly and Easterly side and 15 feet on the Southerly and Westerly side of the centerline of the pipeline as laid, being more particularly described as follows:

**ME-PNGTS-495.00:**

Beginning at a point on GRANTOR's northerly property line, located on the southerly right-of-way line of U. S. Highway 202, said point being located four hundred twenty feet (420') more or less, westerly of the intersection of U. S. Highway 202 and Swett Road, so called; thence southerly one thousand seven hundred feet (1700'), more or less, to a point on GRANTOR's southerly property line; said property line being the boundary line between lands of Grantor and lands now or formerly of Central Maine Power Company; said point being located two hundred feet (200'), more or less, westerly of Swett Road, so called.

**ME-PNGTS-498.00:**

Beginning at a point on GRANTOR's westerly property line, said line being the boundary line between lands of this Grantor and lands now or formerly of Central Maine power Company; said point being one hundred ten feet (110'), more or less, southerly of Swett Road, so called; thence southerly two hundred thirty feet (230'), more or less, to a point on GRANTOR's easterly property line on the southerly right-of-way line of Swett Road, so called; said point being located two thousand five hundred feet (2500'), more or less southerly of the intersection of Swett Road, so called, and U. S. Highway 202.

**ME-PNGTS-500.00**

Beginning at a point on GRANTOR's westerly property line on the easterly right-of-way line of Swett Road, so called; said point being two thousand five hundred feet (2500'), more or less, southerly of the intersection of Swett Road, so called, and U. S. Highway 202; thence easterly one thousand two hundred thirty feet (1230'), more or less, to a point on GRANTOR's easterly property line, said property line being the boundary line between lands of this Grantor and lands now or formerly of James and Jean Finley; said point being located six hundred thirty feet (630'), more or less, northerly of the intersection of said boundary line and Swett Road, so called.

2. Grantee agrees to record, in the Windham Town Hall, an "as-built" plan of the proposed pipeline upon completion of construction of the said pipeline.



BK 13429PG 103

3. Grantor shall have the right to construct an access road and/or driveway across the Grantee's Corridor as described herein, provided said access road and/or driveway shall not interfere with the safe operation and maintenance of Grantee's pipeline. Grantor shall notify Grantee at least ten (10) days in advance of GRANTOR's intent to construct an access road and/or driveway across Grantee's Corridor. The location and design of said access road and/or driveway shall be subject to approval by Grantee; said approval not to be unreasonably withheld by Grantee.

  
\_\_\_\_\_  
Grantor

  
\_\_\_\_\_  
Agent

LL #ME-PNGTS-495.00  
ME-PNGTS-498.00  
ME-PNGTS-500.00

RECEIVED

CLERK OF COURTY OF DEEDS

1997 NOV -7 PH 3: 16

CUMBERLAND COUNTY

*John B O'Brien*

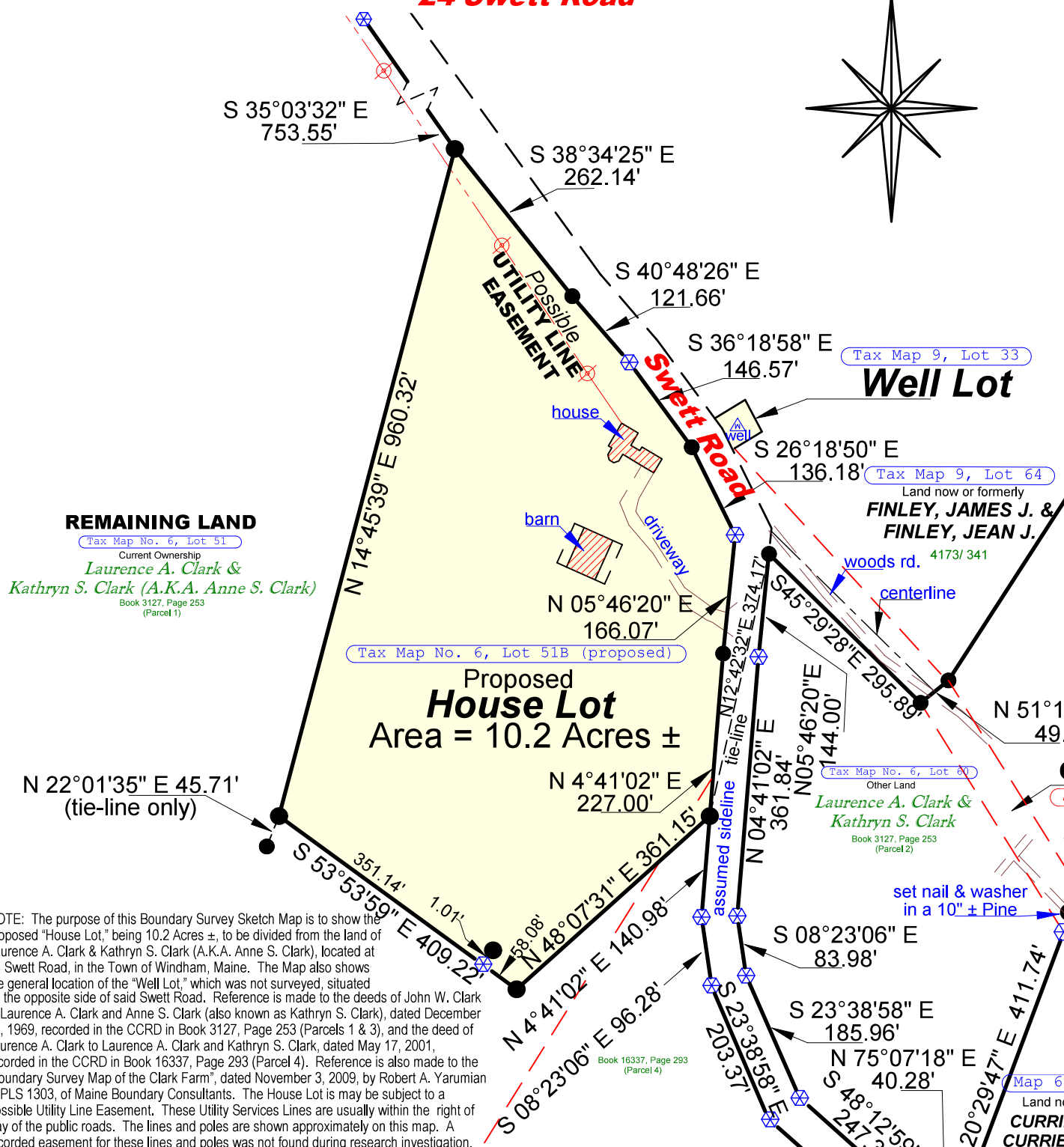
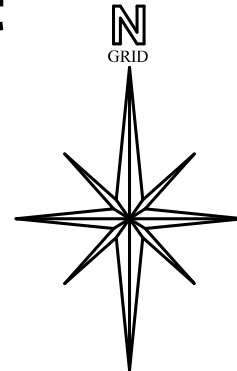




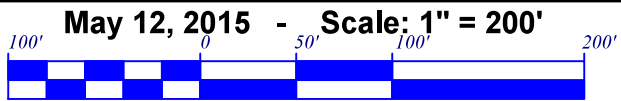


# BOUNDARY SURVEY SKETCH MAP

Prepared For  
Laurence A. Clark & Anne S. Clark  
Of the proposed  
**House Lot & Well Lot**  
located at  
**24 Swett Road**



NOTE: The purpose of this Boundary Survey Sketch Map is to show the proposed "House Lot," being 10.2 Acres ±, to be divided from the land of Laurence A. Clark & Kathryn S. Clark (A.K.A. Anne S. Clark), located at 24 Swett Road, in the Town of Windham, Maine. The Map also shows the general location of the "Well Lot," which was not surveyed, situated on the opposite side of said Swett Road. Reference is made to the deeds of John W. Clark to Laurence A. Clark and Anne S. Clark (also known as Kathryn S. Clark), dated December 16, 1969, recorded in the CCRD in Book 3127, Page 253 (Parcels 1 & 3), and the deed of Laurence A. Clark to Laurence A. Clark and Kathryn S. Clark, dated May 17, 2001, recorded in the CCRD in Book 16337, Page 293 (Parcel 4). Reference is also made to the "Boundary Survey Map of the Clark Farm", dated November 3, 2009, by Robert A. Yarumian II, PLS 1303, of Maine Boundary Consultants. The House Lot is may be subject to a Possible Utility Line Easement. These Utility Services Lines are usually within the right of way of the public roads. The lines and poles are shown approximately on this map. A recorded easement for these lines and poles was not found during research investigation.

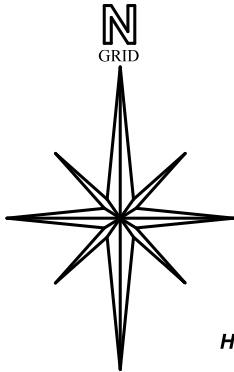


**MAINE BOUNDARY CONSULTANTS**

Professional Land Surveyor  
**ROBERT A. YARUMIAN II, PLS**

MAINE BOUNDARY CONSULTANTS, 8 RIVER ROAD, ROUTE 112, P.O. BOX 67, BUXTON, ME 04093 207-727-5359

Prepared For  
**Laurence A. Clark & Anne S. Clark**  
Of the Parcel Sold to  
**Scott A. Sawyer**  
located along  
**Webb Road**



Tax Map 6, Lot 51-2  
Land now or formerly  
**HAMMOND, ANDREW J. &  
HAMMOND, SU-ANNE**  
25560/36

iron rod w/ cap  
marked PLS # 1076

**REMAINING LAND**

Tax Map No. 6, Lot 51

Current Ownership

**Laurence A. Clark &  
Kathryn S. Clark (A.K.A. Anne S. Clark)**

Book 16337, Page 293  
(Parcel 3)

Tax Map 6, Lot 51-4?

Land of

**SCOTT A. SAWYER**

Book 32324, Page 84

Area = 80,225 s/f ± or 1.8417 Acres ±

Calculated point in  
30" ± Oak being  
S 33°43'07" E & 1.82'  
from a set nail in root  
as a witness

foundation

**WEBB ROAD**

**REMAINING LAND**

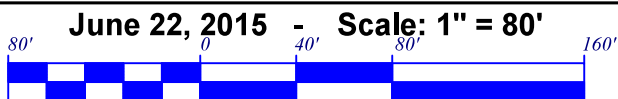
Tax Map No. 6, Lot 51

Current Ownership

**Laurence A. Clark &  
Kathryn S. Clark (A.K.A. Anne S. Clark)**

Book 16337, Page 293  
(Parcel 3)

NOTE: The purpose of this Boundary Survey Sketch Map is to show the Land of Scott A. Sawyer, being 80,225 s/f ± or 1.8417 acres ±, which was divided from the land of Laurence A. Clark & Kathryn S. Clark (A.K.A. Anne S. Clark), located on the northeasterly side of Webb Road, in the Town of Windham, Maine. The configuration of the Sawyer parcel shown on this Map is as per the description in the deed of Laurence A. Clark and Kathryn S. Clark a/k/a Kathryn A. Clark, dated June 2, 2015, recorded in the CCRD in Book 32324, Page 84.



**MAINE BOUNDARY CONSULTANTS**

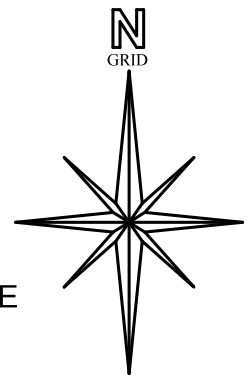
*Professional Land Surveyor*  
**ROBERT A. YARUMIAN II, PLS**

MAINE BOUNDARY CONSULTANTS, 8 RIVER ROAD, ROUTE 112, P.O. BOX 67, BUXTON, ME 04093 207-727-5359



# BOUNDARY SURVEY SKETCH MAP

Prepared For  
**Laurence A. Clark &  
Anne S. Clark**  
Of the Proposed Parcel to  
**Fred A. Staples &  
Doris I. Staples**  
located along  
**Swett Road**



set near stump  
with remains of  
wire fence

found remains of  
wire fence

found & used  
3/4" iron rod  
1.5' ± tall

found & used  
1/2" iron rod  
1.0' ± tall  
in stone pile

"set iron pin"  
as per Property  
Survey for Wood,  
Williams, & Carignan,  
November 1975, by  
Donald F. Mannett  
PLS 568.

## REMAINING LAND

Tax Map No. 6, Lot 51

Current Ownership

**Laurence A. Clark &  
Kathryn S. Clark (A.K.A. Anne S. Clark)**  
Book 16337, Page 293  
(Parcel 4)

**Fred A. Staples &  
Doris I. Staples**  
Area = 13.1 Acres ±

Tax Map 6, Lot 57E  
Land now or formerly  
**CARIGAN, EDWARD L. &  
CARIGAN, CHRISTINE ANN**  
9154/69

Tax Map 6, Lot 57B-1  
Land now or formerly  
**EULER, GAIL A.**  
15654/345

Tax Map 6, Lot 57B-4  
Land now or formerly  
**COSTA, JOHN &  
DEAN ANGELA**  
23819/55

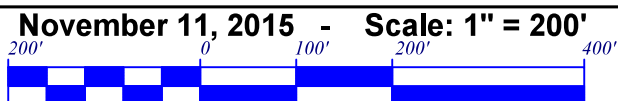
Tax Map 6, Lot 55  
Land now or formerly  
**PELLETIER, BRUCE**  
15437/303

Tax Map 6, Lot 52  
Land now or formerly  
**NOBLE, JOHN E.**  
25371/320

found & used  
iron rod in stone block 2.5' ± tall,  
being S 71°00'53" E and 0.87'  
from a set n&w in 14" hemlock

Tax Map 6, Lot 53  
Land now or formerly  
**STAPLES, FRED A. &  
STAPLES, DORIS I.**  
2959/589

NOTE: The purpose of this Boundary Survey Sketch Map is to show the proposed parcel to Fred A. Staples and Doris I. Staples, being an adjoining landowner, containing 13.1 Acres ±, to be divided from the land of Laurence A. Clark & Kathryn S. Clark (A.K.A. Anne S. Clark), located at along Swett Road, in the Town of Windham, Maine. Reference is made to the deed of Laurence A. Clark and Kathryn S. Clark, dated May 17, 2001, recorded in the CCRD in Book 16337, Page 293 (Parcel 4). Reference is also made to the "Boundary Survey Map of the Clark Farm", dated November 3, 2009, by Robert A. Yarumian II, PLS 1303, of Maine Boundary Consultants.



## MAINE BOUNDARY CONSULTANTS

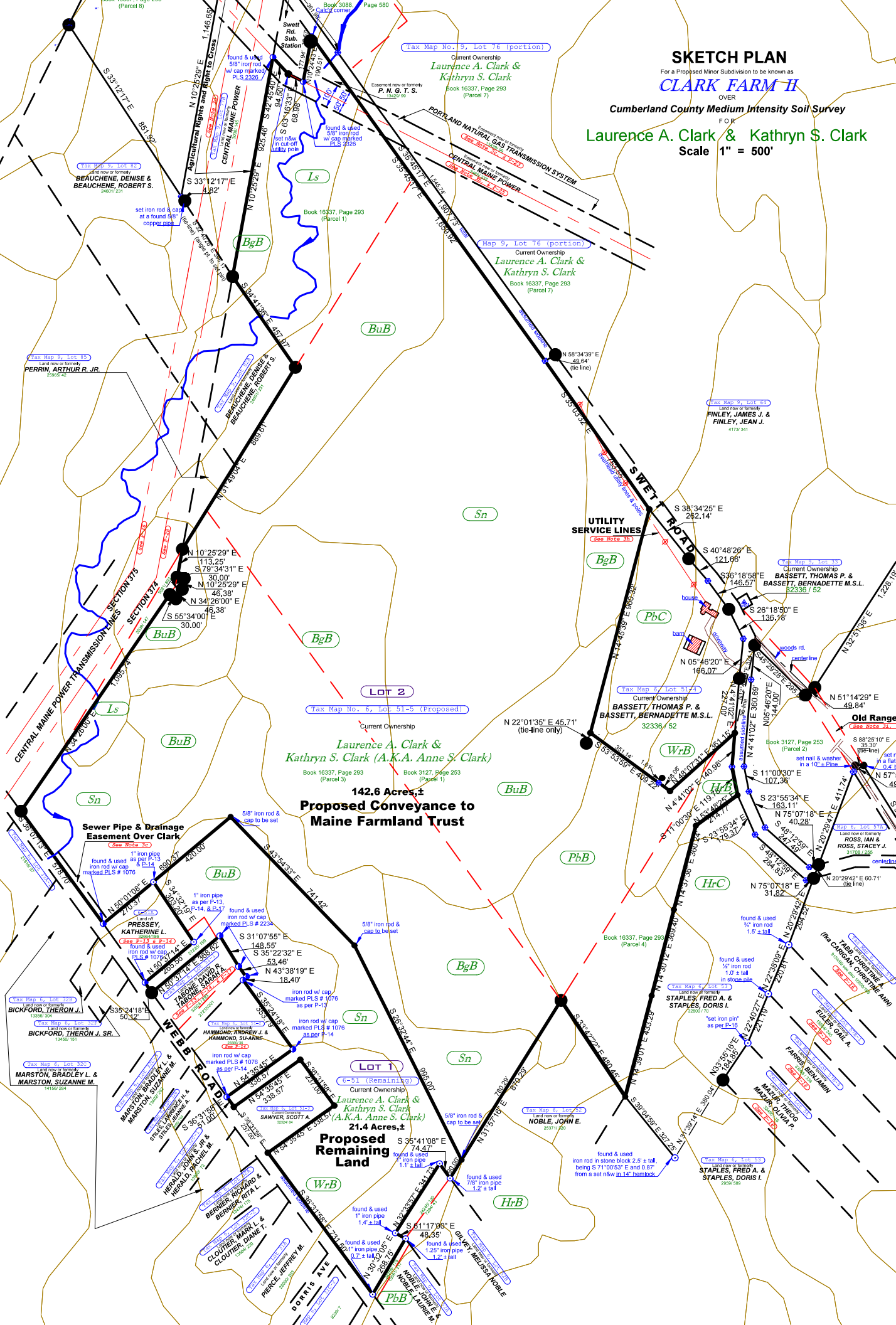
Professional Land Surveyor  
**ROBERT A. YARUMIAN II, PLS**

MAINE BOUNDARY CONSULTANTS, 8 RIVER ROAD, ROUTE 112, P.O. BOX 67, BUXTON, ME 04093 207-727-5359

For a Proposed Minor Subdivision to be known as  
**CLARK FARM II**

**Cumberland County Medium Intensity Soil Survey**

**Scale** 1" = 500'



# SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Health & Human Services  
Division of Environmental Health  
(207) 287-5672 Fax: (207) 287-3165

Town, City, Plantation

Street, Road, Subdivision

Owner's Name

Windham

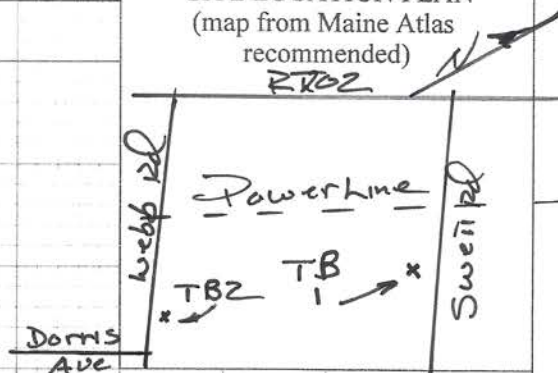
Webb Rd and Sweet 12c!

Lawrence and Kathryn Clark

SITE PLAN

Scale 1" = \_\_\_\_\_ ft. or as shown

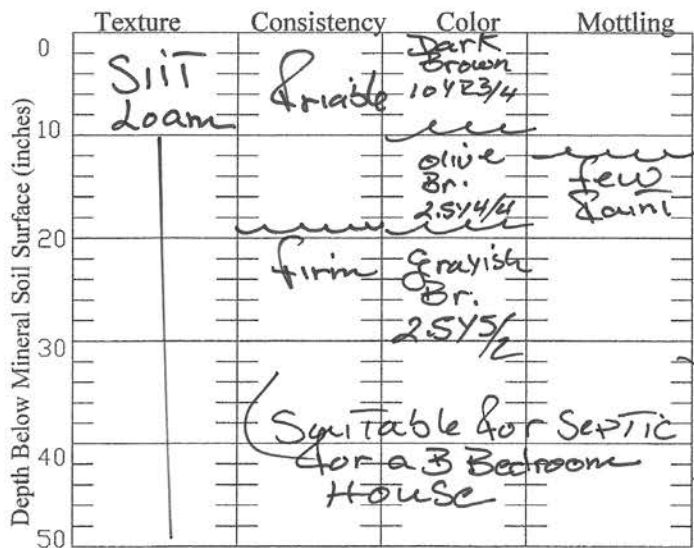
SITE LOCATION PLAN  
(map from Maine Atlas  
recommended)



See Survey Plan.

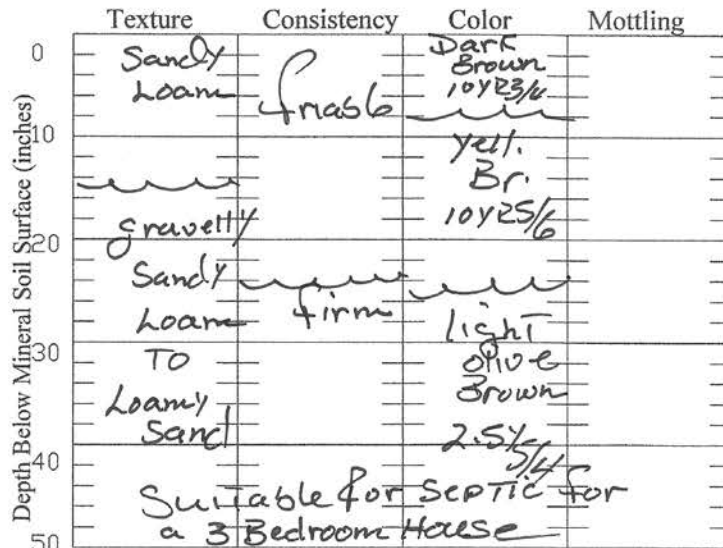
## SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TB1 ☐ Test Pit ☒ Boring  
1" Depth of Organic Horizon Above Mineral Soil



Soil Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Ground Water
9 C	2-3%	12"	<input type="checkbox"/> Restrictive Layer
Profile Condition			<input type="checkbox"/> Bedrock
			<input type="checkbox"/> Pit Depth

Observation Hole TB2 ☐ Test Pit ☒ Boring  
1" Depth of Organic Horizon Above Mineral Soil



Soil Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Ground Water
3 C	7-10%	24"	<input type="checkbox"/> Restrictive Layer
Profile Condition			<input type="checkbox"/> Bedrock
			<input type="checkbox"/> Pit Depth

Kenneth Gardner

23

4-10-17

Site Evaluator Signature

SE #

Date