



August 20, 2018

Amanda Lessard, Town Planner  
Town of Windham  
8 School Road  
Windham, ME 04062

**Re: Sketch Subdivision Plan Application  
River Road Subdivision  
Cassie Construction, Inc. - Applicant**

Dear Amanda:

On behalf of Cassie Construction, Inc., we have prepared the enclosed application, plans and supporting material for Sketch Plan Review of a proposed 10 Lot cluster subdivision of a 16.8-acre parcel of land located on River Road. The parcel is located in the Farm Zone and includes a single-family residential dwelling that will be situated on one of the proposed lots.

The project will include the construction of a 500-foot long roadway that will be designed for public acceptance and all lots will be served by public water and underground power. Individual on-site wastewater disposal systems will be required on each parcel.

We are in the process of completing a boundary survey, wetland inventory and soils investigation on the property. The property abuts the Pleasant River and we understand that the Town considers this waterbody a top priority for water quality protection. There is a significant amount of steep slopes in the back of the property, which we intend to protect through the designation of open space.

Upon your review of this information, please let us know if you have any questions or require any additional information.

Sincerely,

DM ROMA CONSULTING ENGINEERS

*Dustin Roma*

Dustin M. Roma, P.E.  
President

## Sketch Plan - Minor & Major Subdivision

Project Name: RIVER ROAD SUBDIVISION

Tax Map: 8 Lot: 23B

Number of lots/dwelling units: 10 LOTS Estimated road length: 550 FT

Is the total disturbance proposed > 1 acre?  Yes  No

### Contact Information

#### 1. Applicant

Name: CASSIE CONSTRUCTION, INC

Mailing Address: PO BOX 1508, WINDHAM, ME 04062

Telephone: 892-0650 Fax: \_\_\_\_\_ E-mail: JARODROBIE@HOTMAIL.COM

#### 2. Record owner of property

\_\_\_\_\_ (Check here if same as applicant)

Name: WILLIAM WILSON AND ANDREW WILSON

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Name: DUSTIN ROMA, PE

Company Name: DM ROMA CONSULTING ENGINEERS

Mailing Address: PO BOX 1116, WINDHAM, ME 04062

Telephone: 310 - 0506 Fax: \_\_\_\_\_ E-mail: DUSTIN@DMROMA.COM

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

*Dustin Roma*

8-20-18

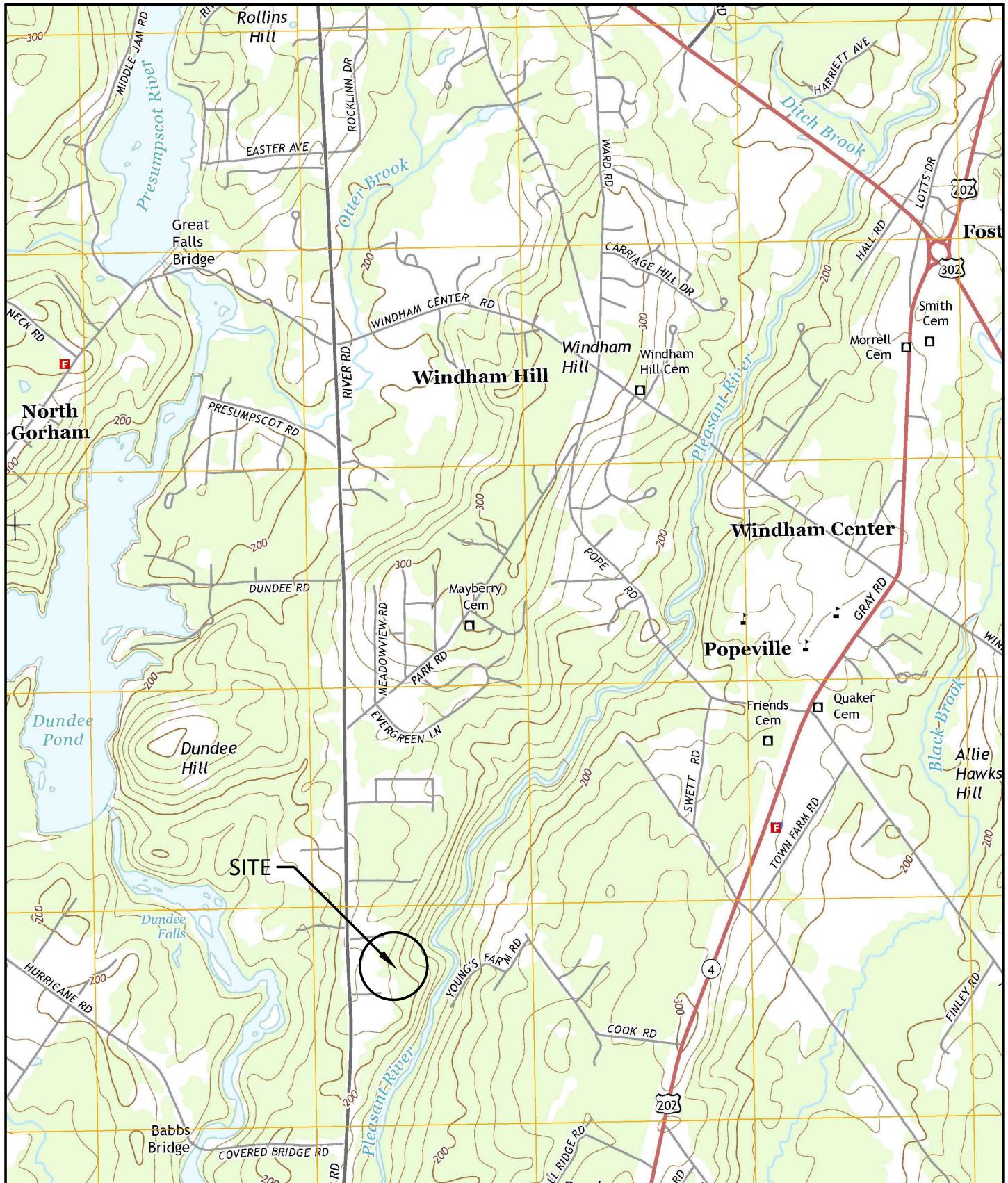
Signature

Date

a. Complete Sketch Plan Application form	X	
b. Project Narrative	X	
conditions of the site	X	
number of lots	X	
constraints/opportunities of site	X	
Outline any of the following studies that will be completed at a future stage:	X	
traffic study	N/A	
utility study	N/A	
market study	N/A	
c. Name, address, phone for record owner and applicant	X	
d. Names and addresses of all consultants working on the project	X	
e. Evidence of right, title, or interest in the property	X	
f. Evidence of payment of Sketch Plan fees and escrow deposit	X	
g. Any anticipated waiver requests (Section 908)	X	
Waivers from Submission Criteria. Will the applicant be requesting waivers from the "Submission information for which a Waiver May be Granted"?	X	
If yes, submit letter with the waivers being requested, along with reasons for each waiver request.	X	
Waivers from Subdivision Performance Standards. Will the applicant be requesting waivers from any of the performance and design standards detailed in Section 911 of the Land Use Ordinance?	X	
If yes, submit letter with the waivers being requested, along with a completed "Performance and Design Standards Waiver Request" form.	X	
Copy of portion of the USGS topographic map of the area, showing the boundaries of the proposed subdivision.	X	
h. Copy of that portion of the Cumberland County Medium Intensity Soil Survey covering the proposed subdivision, showing the boundaries of the proposed subdivision.	X	
i. Submit initialed form regarding additional fees, from applicant intro packet	X	
<b>j. Plan Requirements</b>		
1 Name of subdivision, north arrow, date and scale	X	
2 Boundary and lot lines of the subdivision	X	
3 Approximate location, width, and purpose of easements or restrictions	X	
4 Streets on and adjacent to the tract.	X	
5 Approximate location and size of existing utilities on and adjacent to the tract, including utility poles and hydrants (if none, so state).	X	
6 Existing buildings, structures, or other improvements on the site	X	
Major natural features of the site, approximated by the applicant including wetlands, streams and ponds, floodplains, groundwater aquifers, treelines, 7 significant wildlife habitat and fisheries, and any other important features.	X	

**Electronic Submission**

X



## VICINITY MAP

RIVER ROAD SUBDIVISION  
WINDHAM, MAINE

SCALE: 1"=2000'  
DATE: 8-20-2018  
JOB NUMBER: 18049

**DM ROMA**  
CONSULTING ENGINEERS

PO BOX 1116  
WINDHAM, ME 04062  
(207) 310 - 0506

**PURCHASE AND SALE AGREEMENT**  
("days" means business days unless otherwise noted, see paragraph 23)

June 22, 2018

Effective Date

Offer Date

Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Cassie Construction Inc. or assigns ("Buyer") and William Wilson, Andrew Wilson ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy  all  part of (if "part of" see para. 26 for explanation) the property situated in municipality of Windham, County of Cumberland, State of Maine, located at 649 River Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 30411, Page(s) 293.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, landscaping, and n/a are included with the sale except for the following: no exclusions. Seller represents that all mechanical components of fixtures will be operational at the time of closing except: no exclusions.

4. PERSONAL PROPERTY: The following items of personal property as viewed on June 21, 2018 are included with the sale at no additional cost, in "as is" condition with no warranties: Stove, refrigerator.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$100,000.00. Buyer  has delivered; or  will deliver to the Agency within 2 days of the Effective Date, a deposit of earnest money in the amount of \$10,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$10,000.00 will be delivered August 27, 2018.

If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: RE/MAX Allied ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until June 25, 2018 (date) 5:00  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on October 29, 2018 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PRORATIONS: Buyer  shall  shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) n/a. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have 45 days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, without limitation, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Coastal Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. If the result of any investigation is unsatisfactory to Buyer, Buyer may terminate this Agreement 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 is unsatisfactory to Buyer in Buyer's sole discretion, 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, this contingency is waived by Buyer.

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

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: Buyer's obligation to close:

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 xxxxxxxxxxxxxx days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than xxxxxxxxxxxxxx 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.

is subject to financing as follows:

a. Buyer's obligation to close is subject to Buyer obtaining a xxxxxxxxxxxxxxxxxxxxxx loan of xxxxxx % of the purchase price, at an interest rate not to exceed xxxxxxxxxxxxxx % and amortized over a period of xxxxxxxxxx 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.

b. 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 xxxxxxxxxxxxxx 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 the written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have xxxxxxxxxx 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 xxxx points. Seller agrees to pay up to \$ xxxxxxxxxxxxxxxxxxxxxx toward Buyer's actual pre-paids, 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.

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

Thomas Noonan (002148) of RE/MAX Allied (1020)  
Licensee MLS ID Agency MLS ID  
is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker  
( ) of ( )  
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.

16. 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.

17. 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.

18. 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.

19. 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.

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

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property  does  does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. 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.

23. 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.

24. 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 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.

25. ADDENDA: Lead Paint -  Yes  No ; Other -  Yes  No Explain: \_\_\_\_\_

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: At closing there are to be no Tenants on the property and it will be delivered free of any rental agreement. The property will have all personal property removed and will be "broom cleaned" prior to closing. All earnest money to be paid to the Seller upon satisfactory completion of inspections and will be non-refundable.

27. 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 the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

28. 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 \_\_\_\_\_.

*6/24/18*

BUYER DATE

BUYER

DATE

Cassie Construction Inc. or assigns

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 \_\_\_\_\_.

*6/24/18*

SELLER William Wilson

DATE

*Andrew Wilson*

*6/24/18*

DATE

COUNTER-OFFER

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

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) \_\_\_\_\_ (time) \_\_\_\_\_ AM \_\_\_\_\_ PM.

SELLER DATE

SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE

BUYER DATE

EXTENSION

The closing date of this Agreement is extended until \_\_\_\_\_.

DATE

SELLER DATE

SELLER DATE

BUYER DATE

BUYER DATE



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(SPACE ABOVE FOR RECORDING INFORMATION)

**QUITCLAIM DEED WITHOUT COVENANT**

Maine Short Forms Deeds Act ~ 33 M.R.S.A. §761 et seq.

**KNOWN ALL PERSONS BY THESE PRESENTS, that**

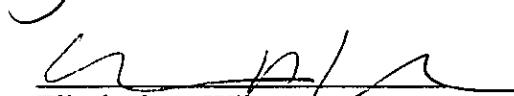
I, **Elizabeth A. Wilson**, of 3383 Mogul Rd, Macon, Georgia, for consideration paid, release all right, title and interest to **William S. Wilson**, of Portland, Cumberland County, Maine, whose mailing address is PO Box 6863, Portland ME 04103 and **Andrew W. Wilson**, of Auburn, Androscoggin County, Maine, whose mailing address is 72 Carrier Court, Auburn ME 04210, to be held as joint tenants, the land and interest in land situated in the Town of Windham, Cumberland County, Maine described as follows:

**See Exhibit A Attached Hereto and Incorporated Herein**

Being the same premises distributed to Elizabeth A. Wilson, William S. Wilson and Andrew W. Wilson by Deed of Distribution by Personal Representative (Testate) by Elizabeth A. Wilson, Personal Representative of the Estate of William W. Wilson, of even date and recorded herewith in Cumberland County Registry of Deeds in Book       , Page       

Witness my hand and seal this 21<sup>st</sup> day of February, 2013

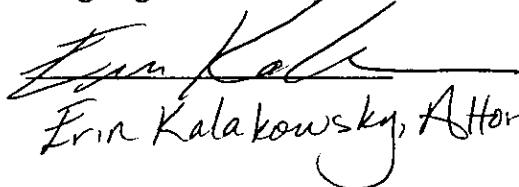
  
Witness

  
Elizabeth A. Wilson

STATE OF MAINE  
Cumberland County, ss

February 21, 2013

Then personally appeared the above-named Elizabeth A. Wilson and acknowledged the foregoing to be his/her/their free act and deed, before me,

  
Erin Kalakowsky, Attorney

**EXHIBIT A**

A certain lot or parcel of land situated on the easterly side of the River Road in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the easterly side of the River Road at the southwesterly corner of land of Donald Tanguay; thence South 14 degrees-20' West by the easterly side of said road, 450.00 feet more or less to an iron rod set in the ground at remaining land of Ray W. and Carrie Kelso; thence in a generally easterly direction by remaining land of the Kelsos as follows: South 75 degrees-40' East, 534.79 feet to an iron rod set in the ground near the easterly edge of an old horse track; thence South 10 degrees-25'-20" West along the easterly edge of said track, 199.27 feet to an iron rod set in the ground; thence South 87 degrees-47'-40" East, 257.65 feet to an iron rod set in the ground 20 feet more or less northwesterly of the centerline of a woods road; thence North 74 degrees-06' East following generally the course of said woods road 830.81 feet to an iron rod set in the ground on the bank of the Pleasant River; thence North 74 degrees-06' East to the Pleasant River or as far northeasterly as the Kelsos may own; thence northerly by the Pleasant River to land of said Donald Tanguay; thence northwesterly by said land of Tanguay to the point of beginning.

The courses, observations and distances as herein used, between the River Road and the Pleasant River along remaining land of the Kelsos are based upon a survey by John A. Belding, R.L.S. dated July 8, 1983.

Being a portion of the premises conveyed to Ray W. and Carrie Kelso by James R. Capwell by deed dated September 29, 1978 and recorded in said Registry of Deeds in Book 4315, Page 16.

Ray W. and Carrie Kelso reserve the right to use of said Woods Road which generally follows the said 830.81 foot line which meanders onto the land described above and back onto land of the Kelsos.

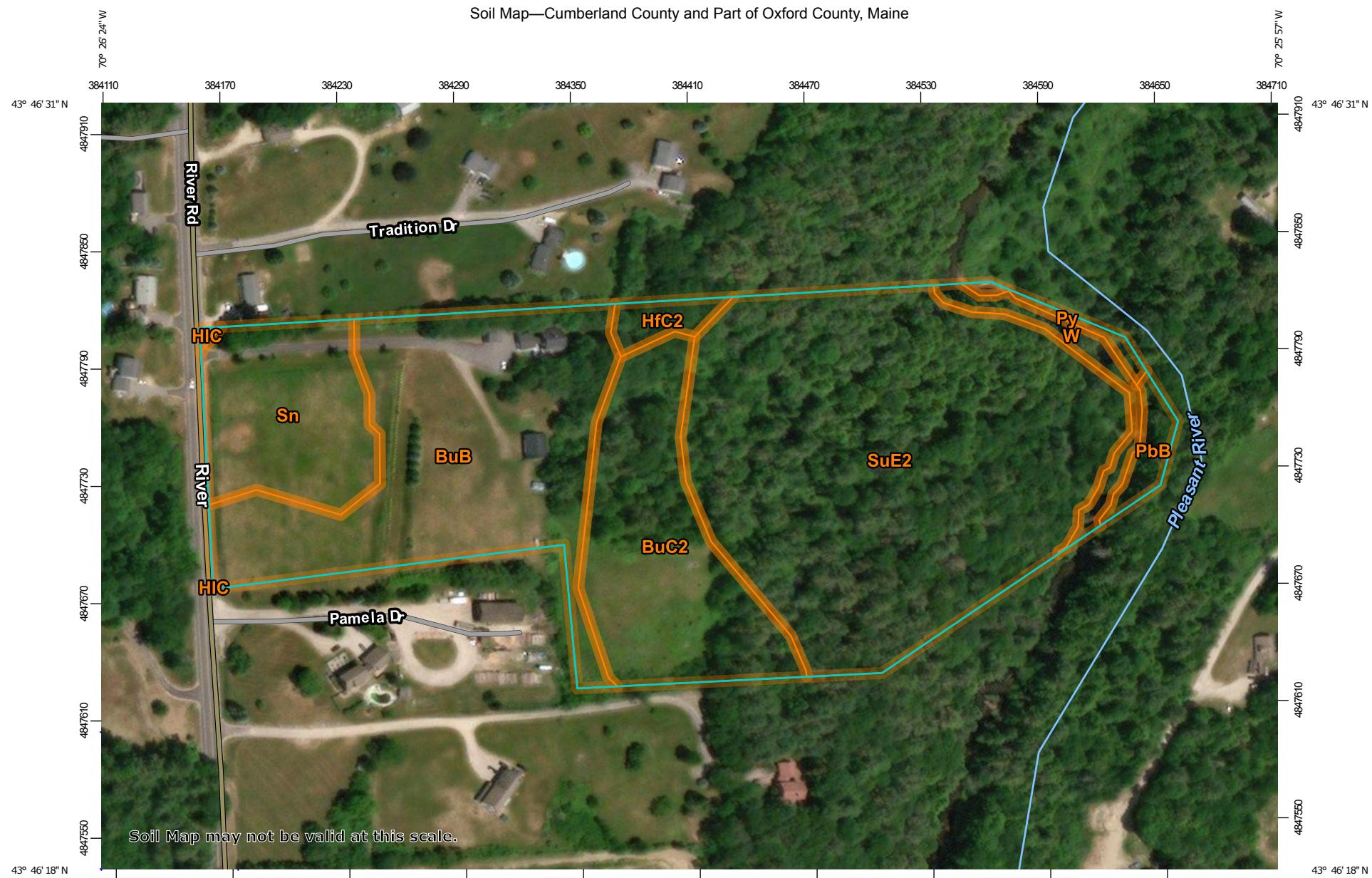
Also another certain lot or parcel of land situated on the westerly side of the Pleasant River, in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at an iron rod found set in the ground near the westerly sideline of the Pleasant River, said iron rod located near the southeasterly corner of land previously conveyed by Ray W. and Carrie Kelso to Jean M. Wilson and William W. Wilson by deed dated August 10, 1983 and recorded in the said Registry of deeds in Book 6245, Page 25; thence North 74 degrees 07' 56" East by said land previously conveyed to said Jean and William Wilson, a distance of ten (10) feet more or less to the Pleasant River; thence southerly by the Pleasant River, a distance of seventy (70) feet, more or less, to remaining land of the Kelsos; thence South 78 degrees 16' 27" West by remaining land of the Kelsos, a distance of twenty (20) feet, more or less, to an iron rod; thence continuing on the same course, South 78 degrees, 16' 27" West by remaining land of the Kelsos, a distance of eight hundred seven and eighty-eight hundredths (807.88) feet to an iron rod set in the ground at said other land of said Wilson (Grantee); thence North 74 degrees 07'

56" East by said other land of said Wilson (Grantee), a distance of eight hundred thirty and twenty-eight hundredths (830.28) feet, to the point of beginning, said parcel containing 0.5 acres, more or less.

Received  
Recorded Register of Deeds  
Feb 22, 2013 12:05:09P  
Cumberland County  
Pamela E. Lovley

## Soil Map—Cumberland County and Part of Oxford County, Maine



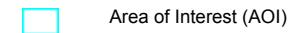
Soil Map may not be valid at this scale.

Map Scale: 1:2,760 if printed on A landscape (11" x 8.5") sheet.

Web Soil Survey  
National Cooperative Soil Survey

## MAP LEGEND

### Area of Interest (AOI)



Area of Interest (AOI)

### Soils



Soil Map Unit Polygons



Soil Map Unit Lines



Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



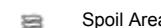
Sinkhole



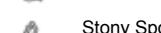
Slide or Slip



Sodic Spot



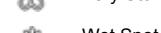
Spoil Area



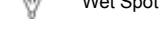
Stony Spot



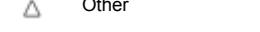
Very Stony Spot



Wet Spot

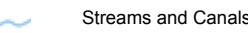


Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



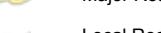
Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

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: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 13, Sep 11, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 29, 2012—Jun 26, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BuB	Lamoine silt loam, 3 to 8 percent slopes	4.7	25.0%
BuC2	Buxton silt loam, 8 to 15 percent slopes	2.8	15.0%
HfC2	Hartland very fine sandy loam, 8 to 15 percent slopes, eroded	0.3	1.4%
HIC	Hinckley loamy sand, 8 to 15 percent slopes	0.0	0.1%
PbB	Paxton fine sandy loam, 3 to 8 percent slopes	0.3	1.5%
Py	Podunk fine sandy loam, 0 to 3 percent slopes, occasionally flooded	0.1	0.7%
Sn	Scantic silt loam, 0 to 3 percent slopes	1.9	10.1%
SuE2	Suffield silt loam, 25 to 45 percent slopes, eroded	8.2	43.7%
W	Water	0.5	2.5%
<b>Totals for Area of Interest</b>		<b>18.7</b>	<b>100.0%</b>