

TOWN OF WINDHAM MAJOR SUBDIVISION APPLICATION

Preliminary Plan

(Section 910 – Subdivision Review, Submission Requirements)

The original signed copy of this application must be accompanied by:

- The required application and review escrow fees,
- Fifteen (15) collated submission packets, which must include
 - Full size paper copies of each plan, map, or drawing, and
 - A bound copy of the required information found in Section 910 of the Land Use Ordinance.
 - The checklist below offers a brief description of these requirements for the purpose of determining the completeness of a submission. Please use the Ordinance for assembling the submission packets.
 - Only two (2) full copies of Stormwater Management Plan and Traffic Impact Study are required. Summaries and conclusions of the Stormwater Management Plan and Traffic Impact Study are adequate for the remaining thirteen (13) submission packets.
- Electronic submission in PDF format of:
 - All plans, maps, and drawings.
 - These may be submitted as a single PDF file or a PDF for each sheet in the plan set.
 - A PDF of the required information found in Section 910 of the Land Use Ordinance

The submission deadline for Preliminary plans is four (4) weeks before the Planning Board meeting for which it will be scheduled.

Applicants are strongly encouraged to schedule a brief submission meeting with Planning Staff, to walk through the application checklist at the time a Planning Board submission is made. This will allow applicants to receive a determination of completeness, or a punch list of outstanding items, at the time a submission is made.

If you have questions about the submission requirements, please contact:

Windham Planning Department	(207) 894-5960, ext. 2
Ben Smith, Assistant Town Planner	bwsmith@town.windham.me.us
Lisa Fisher, Administrative Assistant	lmfisher@town.windham.me.us

Project Name: Weeks Farm on Overlook

Tax Map: 10 **Lot:** 30

Estimated square footage of building(s): 22.20 acres

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

Contact Information

1. Applicant

Name: Sebago Real Estate Investment, LLC.

Mailing Address: 28 Weare Road, Seabrook, NH. 03874

Telephone: 207-216-0333

Fax:

E-mail: paulhollisland@gmail.com

2. Record owner of property

_____ (Check here if same as applicant)

Name: Ralph W. Weeks

Mailing Address: 178 Highland Cliff Road, Windham, ME 04062

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: Kenneth A. Wood, P. E. / Mike Sudak, E.I.T

Company Name: Attar Engineering, Inc.

Mailing Address: 1284 State Road, Eliot, ME. 03903

Telephone: 207-439-6023

Fax: 207-439-2128

E-mail: ken@attarengineering.com
mike@attarengineering.com

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


Signature _____ Date 06/05/17

Preliminary Plan - Major Subdivision: Submission Requirements			
A. Mandatory Written Information		Applicant	Staff
1	A fully executed and signed application form	X	
2	Evidence of payment of the application and escrow fees	X	
3	Proposed name of the subdivision	X	
4	Verification of right, title, or interest in the property, and any abutting property, by deed, purchase and sales agreement, option to purchase, or some other proof of interest.	X	
5	Copy of the most recently recorded deed for the parcel, along with a copy of all existing deed restrictions, easements, rights-of-way, or some other proof of interest	X	
6	Copy of any existing or proposed covenants or deed restrictions intended to cover all or part of the lots or dwellings in the subdivision	Pending	
7	Copy of any existing or proposed easements on the property	X	
8	Name, registration number and seal of the Maine Licensed Professional Land Surveyor who conducted the survey	X	
9	Name, registration number and seal of any other licensed professional of the state who prepared the plan (if applicable)	X	
10	An indication of the type of sewage disposal to be used in the subdivision	X	
	i. If connecting to public sewer, provide a letter from Portland Water District stating the District has the capacity to collect and treat the waste water	N/A	
	ii. If using subsurface waste water disposal systems (septic), submit test pit analyses prepared by a Maine Licensed Site Evaluator or Certified Soil Scientist. Test pit locations must be shown on a map.	On File	
11	Indicate type of water supply system(s) to be used in the subdivision.	X	
12	If connecting to public water, submit a written statement from the Portland Water District indicating there is adequate supply and pressure for the subdivision.	Pending	
13	Names and addresses of the record owner, applicant, and adjoining property owners	X	
14	An acceptable 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.	P & S On File	
15	The name and contact information for the road association who's private way or road is used to access the subdivision.	Pending	

Applicant Staff

16	Financial Capacity.	will submit	before final
	i. Estimated costs of development, and itemization of major costs		
	ii. Financing - provide one of the following:		
	a. Letter of commitment to fund from financial institution, governmental agency, or other funding agency		
	b. Annual corporate report with explanatory material showing availability of liquid assets to finance development		
	c. Bank statement showing availability of funds if personally financing development		
	d. Cash equity commitment		
	e. Financial plan for remaining financing		
	f. Letter from financial institution indicating an intention to finance		
	iii. If a corporation, Certificate of Good Standing from the Secretary of State		
17	Technical Capacity	X	
	i. A statement of the applicant's experience and training related to the nature of the development, including developments receiving permits from the Town.	X	
	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.	X	

B. Mandatory Plan Information			
1	Name of subdivision, date and scale	X	
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	X	
3	Stamp with date and signature of the Maine Licensed Professional Engineer that prepared the plans.	X	
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	X	
5	Location map showing the subdivision within the municipality	X	
6	Vicinity plan showing the area within 250 feet, to include:	X	
	i. approximate location of all property lines and acreage of parcels	X	
	ii. locations, widths, and names of existing, filed, or proposed streets, easements or building footprints	X	
	iii. location and designations of any public spaces	X	
	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.	X	
7	Standard boundary survey of parcel, including all contiguous land in common ownership within the last 5 years	X	
8	Proposed lot lines with approximate dimensions and area of each lot.	X	
9	Contour lines at 2-foot intervals, or at intervals required by the Board, showing elevations in relation to the required datum.	X	
		Applicant	Staff

10	Typical cross sections of the proposed grading for roadways, sidewalks, etc., including width, type of pavement, elevations, and grades.	X	
11	Wetland areas shall be delineated on the survey. If none, please note.	X	
12	Number of acres within the proposed subdivision, location of property lines, existing buildings, vegetative cover type, specimen trees, if present, and other essential existing physical features.	X	
13	Rivers, streams, and brooks within or adjacent to the proposed subdivision. If any portion of the proposed subdivision is located in the direct watershed of a great pond, note which great pond.	X	
14	Zoning district in which the proposed subdivision is located, and the location of any zoning boundaries affecting the subdivision.	X	
15	Location & size of existing and proposed sewers, water mains, culverts, bridges, and drainage ways on or adjacent to the property to be subdivided. The Board may require this information to be depicted via cross-section, plan or profile views.	X	
16	Location, names, and present width of existing streets, highways, easements, building lines, parks, and other open spaces on or adjacent to the subdivision	X	
17	Location and widths of any streets, public improvements, or open space within the subdivision (if any) shown on the official map and the comprehensive plan	X	
18	All parcels of land proposed to be dedicated to public use and the conditions of such dedication.	X	
19	Location of any open space to be preserved or common areas to be created, and general description of proposed ownership, improvement, and management	N/A	
20	Approximate location of treeline after development	X	
21	Delineate boundaries of any flood hazard areas and the 100-year flood elevation as depicted on the Town's Flood Insurance Rate Map	X	
22	Show any areas within or adjacent to the proposed subdivision which have been identified by the Maine Department of Inland Fisheries and Wildlife "Beginning with Habitat project maps or within the Comprehensive Plan..	X	
23	Show areas within or adjacent to the proposed subdivision which are either listed on or eligible for the National Register of Historic Places, or have been identified in the comprehensive plan or by the Maine Historic Preservation Commission as sensitive or likely to contain such sites	N/A	
24	Erosion & Sedimentation control plan, prepared in accordance with MDEP Stormwater Law Chapter 500 Basic Standards, and the MDEP Maine Erosion and Sediment Control Best Management Practices, published March 2003.	X	
25	Stormwater management plan, prepared by a Maine Licensed Professional Engineer in accordance with the most recent edition of Stormwater Management for Maine: BMPS Technical Design Manual, published by the MDEP 2006.	X	

C. Submission information for which a waiver may be granted.		Applicant	Staff
1	High-intensity soil survey by a Certified Soil Scientist	Waiver	
2	Landscape Plan	X	
3	Hydrogeologic assessment - required if i) subdivision is not served by public sewer and <u>either</u> any part of the subdivision is over a sand and gravel aquifer <u>or</u> has an average density of more than one dwelling unit per 100,000 square feet, or ii) where site considerations or development design indicate greater potential of adverse impacts on groundwater quality.	N/A	
	a) map showing basic soil types	N/A	
	b) depth to the water table at representative points	N/A	
	c) Drainage conditions throughout the subdivision	N/A	
	d) data on existing ground water quality	N/A	
	e) analysis and evaluation of the effect of the subdivision on groundwater	N/A	
	f) map showing location of any subsurface wastewater disposal systems and drinking water wells within the subdivision & within 200 feet of the subdivision boundaries.	N/A	
4	Estimate of the amount and type of vehicular traffic to be generated on a daily basis and at peak hours	X see below	
5	Traffic Impact Analysis for subdivisions involving 28 or more parking spaces or projected to generate more than 140 vehicle trips per day.	X	
6	If any portion of the subdivision is in the direct watershed of a great pond,	N/A	
	i) phosphorous impact analysis and control plan	N/A	
	ii) long term maintenance plan for all phosphorous control measures	N/A	
	iii) contour lines at an interval of 2 feet	N/A	
	iv) delineate areas with sustained slopes greater than 25% covering more than one acre	N/A	

(4) The development is expected to generate 10 trips/day/dwelling for a total of 170 trips/ day.



ATTAR

ENGINEERING, INC

CIVIL • STRUCTURAL • MARINE

Mr. Ben Smith, AICP, Director of Planning
Town of Windham
8 School Road
Windham, ME 04062

June 15, 2017
Project No.: C018-17

**RE: Major Subdivision Application – Preliminary Plan Review
Weeks Farm on Overlook, Overlook Road, Windham ME
Tax Map 10, Lot 30**

Dear Mr. Smith:

On behalf of Great Lots of Maine, I have enclosed the following items for your review and consideration:

- Revised Sheets 1 thru 3 of the submitted Plan Set, Revision A dated 14 June 2017.
- Standard Boundary Survey for the subject parcel for the project performed by Wayne Wood & Co., dated March 2017.
- Stormwater Operation & Maintenance Program

The enclosed plans have been revised to address comments for the Preliminary Application made by the Director of Planning on 08 June 2017. Revisions and responses to these comments are addressed as follows:

- Sheet 1 (Subdivision Plan) has been revised to correct the display of the northwesterly portion of the project parcel that abuts Albion Road. There was no comment made in reference to this change, but the revision makes the matchline to this corner of the subject parcel more apparent for viewing purposes.
- Sheets 2 and 3 (Grading & Utility Plans) have been revised to display the post-development treeline.
- The boundary survey performed by Wayne Wood & Co. called out in Reference 1 on Sheet 1 of the Plan Set has been provided as an addition to the Plan Set.
- Comment Item #7 from the correspondence requests the inclusion of a Location Map and Vicinity Plan. These documents were provided within the Preliminary Application package.
- Comment Item #10 from the correspondence requests an Erosion & Sedimentation Control Plan and a Stormwater Management Plan. As referenced in the Waivers note section of Sheet 1, this application is requesting a waive of the Flooding Standard under the guidelines expressed in Section 911.J.6 of the Town of Windham Land Use Ordinance.

As described therein, any Subdivision regardless of size shall provide a Stormwater Management Plan that complies with the 4E Flooding Standard of the Maine DEP Chapter 500. A waive of this requirement shall be accomplished by treating greater than 75% of the impervious and developed areas through the use of buffers. Calculations to support this effort are provided in the Waivers section on Sheet 1, with supporting Forested Buffer sizing provided on Sheets 2 and 3, designed in accordance with the State of Maine Stormwater Best Practices Manual.

Erosion and Sedimentation notes are provided on Sheet 6. A Stormwater Operation & Maintenance Program has been attached to support the management of the relevant stormwater elements for this project (roadside swales, culverts, and forested buffers).

Thank you for your consideration. We look forward to discussing this project with you and with the Planning Board in future meetings.

Sincerely;

A handwritten signature in black ink, appearing to read "Michael J. Sudak". The signature is fluid and cursive, with the first name "Michael" and last name "Sudak" being clearly legible.

Michael J. Sudak, E.I.T.

cc: P. Hollis, Great Lots of Maine

C018-17_Cover 15Jun2017doc



ATTAR

ENGINEERING, INC

CIVIL • STRUCTURAL • MARINE

WEEKS FARM ON OVERLOOK 17 LOT RESIDENTIAL SUBDIVISION OVERLOOK ROAD, WINDHAM, MAINE

OPERATION AND MAINTENANCE PROGRAM **STORMWATER MANAGEMENT BMP's**

The proposed subdivision located on Overlook Road in Windham, Maine contains specific Best Management Practices (BMP's) for the conveyance, storage, and treatment of stormwater. These BMP's consist of roadside swales, buffer areas and culverts. All components should be inspected quarterly, and after every significant rain event of 1" in any 24-hour period.

Swales

All swales should be inspected for accumulation of debris, which could adversely affect the function of this BMP. These areas should also be maintained to have gradual slopes, which prevents channeling of stormwater and erosion of the bottom and sides of the swales.

Culverts

Culvert inlets and outlets should be inspected for debris, which could clog the BMP. Additionally, the placement of rip-rap should be inspected to ensure that all areas remain smooth and no areas exhibit erosion in the form of rills or gullies.

Wooded Buffer Areas

All wooded buffer areas shall be maintained in their natural, undisturbed condition. The forest duff layer shall be maintained and all debris shall be removed from the area.

Snow Removal

Snow shall be stockpiled in the approved snow storage areas only. Snow shall never be stockpiled in wetland areas. Additionally, a mostly sand mix (reduced salt) could be considered during winter months to prevent excessive salt from leaching to the wetland areas. Excess sand shall be removed from the storage areas, all paved surfaces and adjacent areas each spring.

Record Keeping

Routine maintenance and inspections will be accomplished by the property owner, or homeowner's association. It is recommended that all inspections accomplished in accordance with this program be documented on the attached Inspection & Maintenance Log.

INSPECTION & MAINTENANCE LOG WEEKS FARM ON OVERLOOK – WINDHAM, ME

Date	Purpose ¹	Maintenance Done ²	By

1. Purpose is the reason for the inspection. For example; "quarterly" or "after a significant rain event."
2. Maintenance Done means any maintenance required as a result of the inspection, such as trash removal or re-seeding of areas.



Paul Hollis <phollisland@gmail.com>

380912-Overlook Rd, WI

1 message

AMaP MEANS <means@pwd.org>

Thu, Jun 15, 2017 at 9:27 AM

To: "PHollisland@gmail.com" <PHollisland@gmail.com>

Paul,

Here is the infrastructure map showing an existing 12" CI water main in Albion Road, which is suitable to serve the proposed subdivision on Overlook. Static pressure of the line as measured at a nearby hydrant is 66 psi, which is within our normal operating range.

PWD is ready to review subdivision utility plans as they become available as part of the Ability to Serve determination process. Please let me know if you have any questions.

Thanks,

Robert Bartels, PE

Robert Bartels
Senior Project Engineer
Portland Water District
Phone:
E-mail: rbartels@pwd.org
<http://www.pwd.org>

 **WI - Overlook Rd - Infrastructure Map - 2016.pdf**
734K



8" DI 1989

12" CASTCL 1970

Albion

Overlook

Stinson

Allen

Joes

Overlook Road

Windham

PORTLAND WATER DISTRICT
225 Douglas Street
Portland, ME 04104

Legend

- Air Valve
- Blow Off
- By Pass
- Distribution
- Transmission
- Connection
- Attribute Change
- ▲ Reducer
- Hydrant
- Hydrant Control
- Combined Service
- Domestic Service
- Fire Service
- Private Hydrants
- Meter Pits
- Manhole
- CSO
- Gravity
- Force

Scale 0 50 100 200 300 400 Feet
1 inch = 200 feet



Disclaimer: This map is suitable for preliminary study and analysis and is based on PWD record information. PWD is not liable for any damages whatsoever resulting from inaccurate data or from errors made in the location and marking of its infrastructure.

Drawn By: HAS

Infrastructure Map

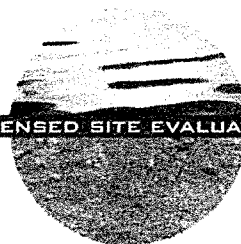
Scale: As Noted

Date: November 2, 2016

Mark Cenci Geologic, Inc.

93 Mill Road • North Yarmouth, Maine 04097
Cell: 207.329.3524 • mark@markcenci.com
www.markcenci.com

CERTIFIED GEOLOGIST/LICENSED SITE EVALUATOR



Date: June 5, 2017

To: Paul C. Hollis
Great Lots of Maine, LLC.
28 Weare Road
Seabrook, NH 03874

RE: Soil Mapping at Overlook Road, Windham


Paul:

I reviewed the test pit logs I did for your project and the published soil information by the National Cooperative Soil Survey. Both the test pit logs and a summary of the soil map results are included in the *Preliminary Site Investigation, Overlook Road, Windham* dated March 22, 2017.

The test pit results confirm the soil mapping, with the exception of some areas of shallow bedrock. The wetland mapping also adds information to what is known, by identifying the poorly drained soils on the property. All soils on the property are in the same Hydrologic Group, which is Group C.

I'm not sure additional soil mapping will offer much useful information at this point, and I recommend you ask for a waiver.

Regards,


Mark Cenci, CG #467, LSE # 262



Preliminary Site Investigation Overlook Road, Windham

Date: March 22, 2017

To: Paul C. Hollis
Great Lots of Maine, LLC
28 Weare Road
Seabrook, NH 03874

Dates of the Investigation: March 13 & 21, 2017

Location of the Investigation:

The property investigated is located on Overlook Road, Windham. It is 21.9 acres in size.

Purposes of Investigation:

The purposes of the investigation were to assess the suitability of the site under the *Maine Subsurface Wastewater Disposal Rules* (the *Rules*) for on-site wastewater disposal systems to serve 17 single family residences.

Method of Investigation:

Excavator, soil auger and probe, with locations by GPS. The *Concept Plan Ralph Weeks Property on Overlook Road, Windham Maine for Paul Hollis* by Wayne T. Wood & Co., dated March 2017 was used in the field during the investigation.

Results of the Investigation:

The land is located on a dissected terrace west of Highland Lake (see Figure 1). Drainage is easterly to the lake by way of several wetland systems.

The area is depicted as an association of Paxton fine sandy loam, Paxton very stony fine sandy loam, Woodbridge fine sandy loam, Ridgebury fine sandy loam and Scantic silt loam, on the *National Cooperative Soil Survey* (see enclosed photomap and descriptions). These are soils that formed in glacial till, where glacio-marine settings are nearby. On-site soil testing generally agrees with this mapping.

The tested sites are categorized as 3C, 3AIII, 2AIII and 8C. Soil textures are mostly fine sandy loam and stony fine sandy loam. Bedrock is often found on the higher elevations.

Test pit logs are enclosed. All the sites but one are rated Medium- Large for wastewater disposal by the *Rules*. The site at TP-2 is rated Large. Based on site reconnaissance, there are additional suitable sites, not tested or located.

The test pits and borings were located with a Trimble Geo-XH GPS receiver, capable of sub-meter accuracy. The location data was processed for accuracy and rendered in an AutoCAD drawing format and forwarded to Wayne T. Wood & Co. for inclusion on a plan.

Typical wastewater disposal systems to serve three-bedroom homes are 20' x 45' pipe and stone beds served by 1000 gallon septic tanks. Space saving chamber and fabric systems are options as well.

Any open drainages on the property are classified as Minor Water Courses by the *Rules*, and require a setback of 50 feet to the septic disposal sites. All tested sites meet these setbacks.

Conclusions:

Wastewater disposal sites on each of the 17 proposed lots were found to be suitable. The tested septic system sites are rated Medium-Large and Large for size by the *Rules*. Further investigations will be required to design a specific wastewater disposal system.



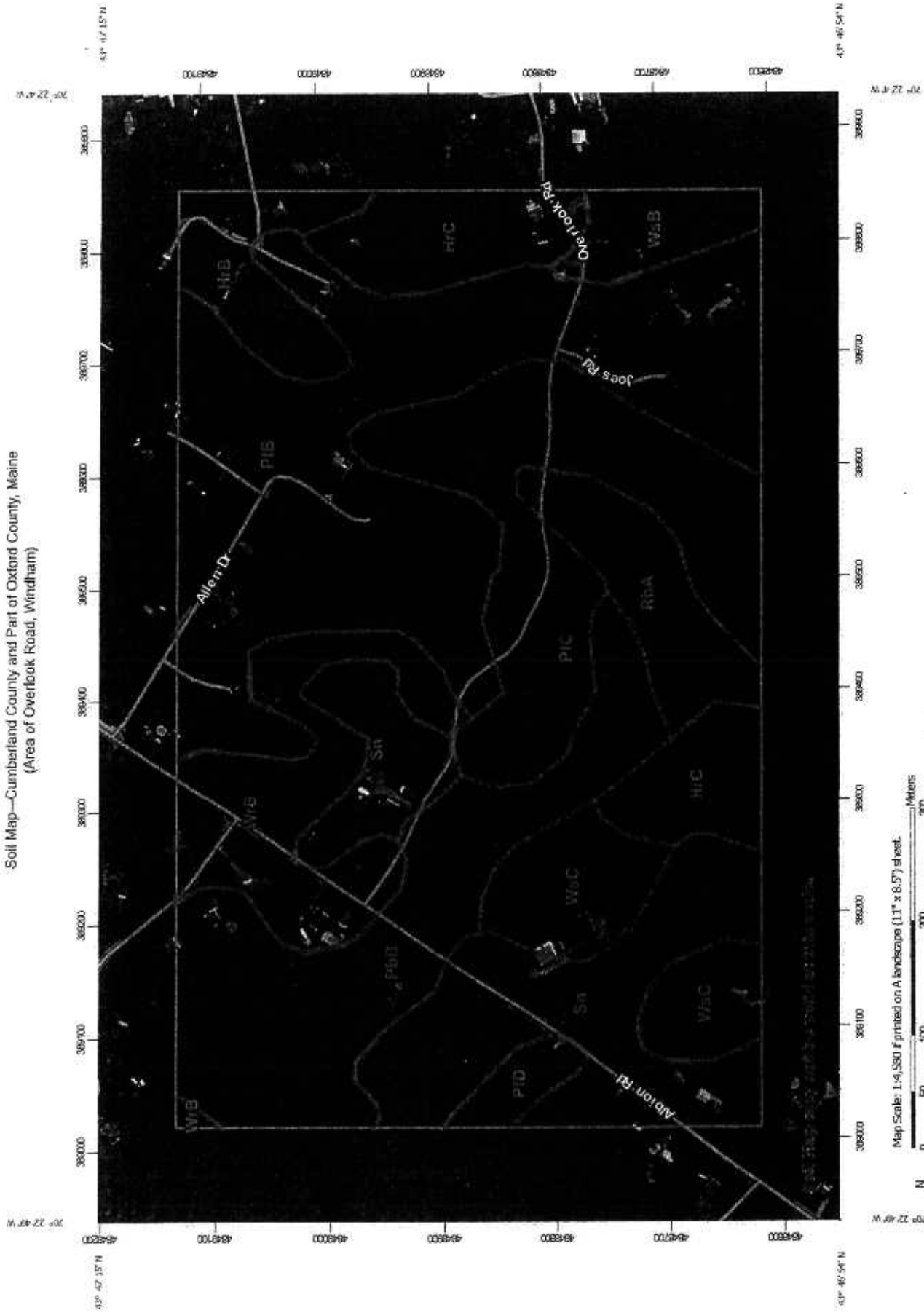
Mark Cenci, LSE # 262



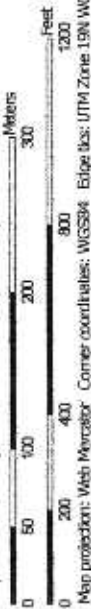
Figure 1.

Topographic Locus Map of the Area of Overlook Road, Windham

Soil Map—Cumberland County and Part of Oxford County, Maine
(Area of Overlook Road, Windham)



Map Scale: 1:4,350 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

MAP LEGEND

	Area of Interest (AOI)		Soil Area
	Soils		Stony Spot
	Soil Map Unit Polygons		Very Stony Spot
	Soil Map Unit Lines		Wet Spot
	Soil Map Unit Points		Other
	Special Point Features		Special Line 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		
			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 Date: Version 12, Sep 15, 2016

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

Date(s) aerial images were photographed: Jun 20, 2010—Jul 18, 2010

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

Cumberland County and Part of Oxford County, Maine (ME005)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HrB	Hollis fine sandy loam, 3 to 8 percent slopes	3.9	3.7%
HrC	Hollis fine sandy loam, 8 to 15 percent slopes	7.5	7.1%
PbB	Paxton fine sandy loam, 3 to 8 percent slopes	14.4	13.6%
PfB	Paxton very stony fine sandy loam, 3 to 8 percent slopes	28.3	26.7%
PfC	Paxton very stony fine sandy loam, 8 to 15 percent slopes	14.0	13.1%
PfD	Paxton very stony fine sandy loam, 15 to 25 percent slopes	1.3	1.2%
RbA	Ridgebury fine sandy loam, 0 to 3 percent slopes	4.7	4.5%
Sn	Scantic silt loam, 0 to 3 percent slopes	14.9	14.0%
WrB	Woodbridge fine sandy loam, 0 to 8 percent slopes	8.5	8.0%
WsB	Woodbridge very stony fine sandy loam, 0 to 8 percent slopes	2.6	2.4%
WsC	Woodbridge very stony fine sandy loam, 8 to 15 percent slopes	8.1	5.7%
Totals for Area of Interest		106.2	100.0%

Mark Cenci Geologic, Inc.

93 Mill Road • North Yarmouth, Maine 04097
Cell: 207.329.3524 • mark@markcenci.com
www.markcenci.com

CERTIFIED GEOLOGIST/LICENSED SITE EVALUATOR



OVERLOOK ROAD, WINDHAM 3-13-17

Observation Hole # TP-1 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0 FINE SANDY LOAM		DARK BROWN	
6			
12 STONY	FRIABLE	RED BROWN	
18 FINE SANDY LOAM		BROWN	
24			
30	FIRM	OLIVE GRAY BROWN	FEW
36			
42			
48			
4' PIT DEPTH			
Soil Profile <u>3</u>	Classification Condition <u>C</u>	Slope Percent	Limiting Factor Depth <u>24</u>
<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # TP-2 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0 FINE SANDY LOAM		DK. BRN.	
6			
12	FRIABLE	RED TO YELLOW BROWN	
18			FEW
24 SILT LOAM	FIRM	OLIVE BROWN	
30			
36			
42			
48			
Soil Profile <u>8</u>	Classification Condition <u>C</u>	Slope Percent	Limiting Factor Depth <u>15</u>
<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # TP-3 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		DARK BROWN	
6			
12 FINE SANDY LOAM	FRIABLE	RED BROWN	
18			
24			
30	FIRM	OLIVE GRAY BROWN	FEW
36			
42			
48			
Soil Profile <u>3</u>	Classification Condition <u>C</u>	Slope Percent	Limiting Factor Depth <u>24</u>
<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # TP-4 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		DK. BRN.	
6			
12 FINE SANDY LOAM	FRIABLE	RED BROWN TO YELLOW BROWN	
18			
24			
30			
36			
42	FIRM	GRAY	FEW
48			
Soil Profile <u>3</u>	Classification Condition <u>C</u>	Slope Percent	Limiting Factor Depth <u>42</u>
<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Site Evaluator Signature

SE #

Date

262

3-22-17

Date _____

Mark Cenci Geologic, Inc.

93 Mill Road • North Yarmouth, Maine 04097
Cell: 207.329.3524 • mark@markcenci.com
www.markcenci.com

CERTIFIED GEOLOGIST/LICENSED SITE EVALUATOR



OVERLOOK ROAD, WINDHAM 3-13-17

Observation Hole # TP-9 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		DE. BRN	
6			
12	FINE	RED	
18	SANDY/LOAM	BROWN	
24	X		X
30	BEDROCK		
36			
42			
48			
Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth
2	AIII		22

Observation Hole # TP-10 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		DE. BRN	
6			
12	FINE	RED	
18	SANDY/LOAM	BROWN	
24		OLIVE BROWN	
30	LOBBLY FINE		
36	SANDY/LOAM	OLIVE GRAY	FEW
42	FIRM		
48			
Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth
3	C		34

Observation Hole # TP-11 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		DE. BRN	
6			
12	STONY	RED	
18	FINE	BROWN	
24	SANDY/LOAM		
30		GRAY BROWN	FEW
36	FIRM		
42			
48			
Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth
3	C		30

Observation Hole # TP-12 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		DE. BRN	
6			
12	FINE	RED	
18	SANDY/LOAM	BROWN	
24		GRAY BROWN	FEW
30			
36	FIRM		
42			
48			
Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth
3	C		20

Site Evaluator Signature

SE #

Date

262

3-22-17

Mark Cenci Geologic, Inc.

93 Mill Road • North Yarmouth, Maine 04097
Cell: 207.329.3524 • mark@markcenci.com
www.markcenci.com

CERTIFIED GEOLOGIST/LICENSED SITE EVALUATOR



OVERLOOK ROAD, WINDHAM 3-13-17

Observation Hole # TP-13 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil _____"

Texture	Consistency	Color	Mottling
0		DK BRN	
6			
12	STONY	RED	
18	FINE	BROWN	
24	SANDY/LOAM		
30		OLIVE	
36	FIRM	BROWN	FEW
42			
48			

Depth below mineral soil surface (inches)

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input type="checkbox"/> Groundwater	<input type="checkbox"/> Restrictive Layer	<input checked="" type="checkbox"/> Bedrock	<input type="checkbox"/> Pit Depth
3	AIII		38				

Observation Hole # TP-14 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil _____"

Texture	Consistency	Color	Mottling
0		DK BRN	
6			
12	FINE		
18	SANDY/LOAM	RED BROWN	
24			
30			
36			
42			
48			

Depth below mineral soil surface (inches)

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input type="checkbox"/> Groundwater	<input type="checkbox"/> Restrictive Layer	<input checked="" type="checkbox"/> Bedrock	<input type="checkbox"/> Pit Depth
2	AIII		29				

Observation Hole # TP-15 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil _____"

Texture	Consistency	Color	Mottling
0		DK BRN	
6			
12	FINE	RED	
18	SANDY/LOAM	BROWN	
24			
30			
36			
42			
48			

Depth below mineral soil surface (inches)

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input type="checkbox"/> Groundwater	<input type="checkbox"/> Restrictive Layer	<input checked="" type="checkbox"/> Bedrock	<input type="checkbox"/> Pit Depth
2	AIII		24				

Observation Hole # TP-16 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil _____"

Texture	Consistency	Color	Mottling
0		DK BRN	
6			
12	FINE	RED	
18	SANDY/LOAM	BROWN	
24	(STONY)		
30	FIRM	OLIVE	FEW
36			
42			
48			

Depth below mineral soil surface (inches)

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input type="checkbox"/> Groundwater	<input type="checkbox"/> Restrictive Layer	<input checked="" type="checkbox"/> Bedrock	<input type="checkbox"/> Pit Depth
3	AIII		32				

Site Evaluator Signature

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CERTIFIED GEOLOGIST/LICENSED SITE EVALUATOR



OVERLOOK ROAD, WINDHAM 3-13-17

Observation Hole # TP-17 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		DE BRN	
6			
12		OLIVE	
18	FINE	YELLOW	
24	SANDY/LOAM	BROWN	
30			
36			
42	FIRM	OLIVE GRAY BROWN	FEW
48			

Depth below mineral soil surface (inches)

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater	<input type="checkbox"/> Restrictive Layer	<input checked="" type="checkbox"/> Bedrock	<input type="checkbox"/> Pit Depth
3	AIII		46				

Observation Hole # TP-18 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0			
6		RED BROWN	
12	FINE SANDY/LOAM		
18			
24		BEDROCK	
30			
36			
42			
48			

Depth below mineral soil surface (inches)

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input type="checkbox"/> Groundwater	<input type="checkbox"/> Restrictive Layer	<input checked="" type="checkbox"/> Bedrock	<input type="checkbox"/> Pit Depth
2	AIII		15				

Observation Hole # TP-19 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		DE BRN	
6			
12	FINE	RED BROWN	
18	SANDY/LOAM		
24			
30			
36	FIRM	OLIVE GRAY BROWN	FEW
42			
48			

Depth below mineral soil surface (inches)

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater	<input type="checkbox"/> Restrictive Layer	<input type="checkbox"/> Bedrock	<input type="checkbox"/> Pit Depth
3	C		28				

Observation Hole # TP-20 ☒ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		DE BRN	
6			
12	FINE	RED TO OLIVE	
18	SANDY/LOAM	YELLOW	
24			
30	FIRM	OLIVE GRAY BROWN	FEW
36			
42			
48			

Depth below mineral soil surface (inches)

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input type="checkbox"/> Groundwater	<input checked="" type="checkbox"/> Restrictive Layer	<input type="checkbox"/> Bedrock	<input type="checkbox"/> Pit Depth
3	AIII		22				

Site Evaluator Signature

SE #

Date

262

3-22-17

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CERTIFIED GEOLOGIST/LICENSED SITE EVALUATOR



OVERLOOK ROAD, WINDHAM 3-13-17

Observation Hole # <u>TP-21</u> <input type="checkbox"/> Test Pit <input type="checkbox"/> Boring					Observation Hole # _____ <input type="checkbox"/> Test Pit <input type="checkbox"/> Boring				
" Depth of organic horizon above mineral soil					" Depth of organic horizon above mineral soil				
Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling	Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0			DARK BROWN		0				
6	FINE	PLASTIC	BROWN		6				
12	SANDY		RED BROWN		12				
18	LOAM	FIRM	CLAYE GRAY	Few	18				
24					24				
30					30				
36					36				
42					42				
48					48				
Soil <u>3</u>		Classification <u>D</u>	Slope _____	Limiting Factor <u>11</u>	Soil _____		Classification _____	Slope _____	Limiting Factor _____
Profile		Condition	Percent	Depth	Profile		Condition	Percent	Depth
<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth					<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth				

Observation Hole # _____ <input type="checkbox"/> Test Pit <input type="checkbox"/> Boring					Observation Hole # _____ <input type="checkbox"/> Test Pit <input type="checkbox"/> Boring				
" Depth of organic horizon above mineral soil					" Depth of organic horizon above mineral soil				
Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling	Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0					0				
6					6				
12					12				
18					18				
24					24				
30					30				
36					36				
42					42				
48					48				
Soil _____		Classification _____	Slope _____	Limiting Factor _____	Soil _____		Classification _____	Slope _____	Limiting Factor _____
Profile		Condition	Percent	Depth	Profile		Condition	Percent	Depth
<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth					<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth				

 Site Evaluator Signature	<u>262</u> SE #	<u>3-22-17</u> Date
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CERTIFIED GEOLOGIST/LICENSED SITE EVALUATOR



OVERLOOK ROAD, WINDHAM

3-21-17

Observation Hole # TP-22 ☐ Test Pit ☒ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0			
6			
12	FINE	RED	
18	SANDY FRIABLE	BROWN	
24	LOAM	GRAY BROWN	FEW
30	REFUSAL		
36			
42			
48			
Soil Profile <u>3</u>	Classification Condition <u>C</u>	Slope Percent	Limiting Factor Depth <u>18</u>
<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # TP-23 ☐ Test Pit ☒ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0			
6		DE. BEN.	
12	STONY	RED	
18	FINE FRIABLE	BROWN	
24	SANDY LOAM		FEW
30	FIRM	CLAY GRAY	
36	LIMIT OF PROBE		
42			
48			
Soil Profile <u>3</u>	Classification Condition <u>C</u>	Slope Percent	Limiting Factor Depth <u>24</u>
<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # TP-24 ☐ Test Pit ☒ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0			
6		DARK BROWN	
12	FINE	RED	
18	SANDY FRIABLE	BROWN	
24	LOAM		
30			FEW
36	FIRM		
42	LIMIT OF PROBE		
48			
Soil Profile <u>3</u>	Classification Condition <u>C</u>	Slope Percent	Limiting Factor Depth <u>32</u>
<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # ☐ Test Pit ☐ Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0			
6			
12			
18			
24			
30			
36			
42			
48			
Soil Profile <u> </u>	Classification Condition <u> </u>	Slope Percent	Limiting Factor Depth <u> </u>
<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Site Evaluator Signature

SE #

Date

262

3-22-17

Projects Developed by
Paul C. Hollis
1998 – Present

Phillips Farm – Cape Neddick, Maine – 12 Lot ocean view subdivision – built and sold out in **six months – all multimillion dollar homes built**

Nubble Point – Bold ocean front lots on the rocks overlooking the Atlantic Ocean and the Famous Nubble Lighthouse – brick roadway, professionally landscaped – **built and sold out in less than a year – all multimillion dollar homes built, brick roadway.**

Stoneridge – York, Maine 24 unit condominiums (12 per building) renovation and new construction – sold out in one year (no realtor)

Beacon Street – York, Maine – 7 ocean view lots – homes starting at \$600,000 – brick roadway – sold out in one year (no realtor)

Kittery – on Spruce Creek – 10 lots – water view, private community dock – lots starting at \$300,000 to \$700,000 – sold out in one year

Cole Farm – Scarborough, Maine – 10 lots developed and sold out in one year – oceanfront and ocean view (No realtor) over **\$6 million in sales**

Wells, Maine – Bourne Avenue – 18 upper scale lots built and sold out in one year

Wells, Maine – Callalilly Lane – took over unfinished subdivision – 18 small lots – some with ocean view – sold out in 15 months (no realtor)

Wells, Maine – Julian Huxley Lane – 18 lot subdivision – 1800' roadway built and sold out in 18 months (no realtor)

Wells, Maine – Kimberly Circle – 8 lot division – **SOLD OUT** (no realtor)

Newport, Rhode Island – Consulting Refurbished seven million dollar estate plus created two additional estate lots – property sold for 6.8 million – bank owned – bank made 1.3 million on sale after being in 3rd position on property (yes I saved their butts)

Aimhi Campground on Little Sebago– 2013-2014 Windham, Maine – 13 lot subdivision on 100 year old, family owned campground, 25 acres, 4,300 feet of lakefront – developed and sold out in 18 months **\$ 5.2 million** in sales (no realtor)

Elizabeth Farms – Windham, Maine (8 lots completion on going)

Wells, Maine , Grants Pasture... Small 7 Lot Subdivision (Approved) Sold Out

Wells, Maine, Hubbard Farm..... Small 4 Lot division (Approved Sold out)

Wells, Maine 11 lot subdivision “ Coulson Farm” All lots reserved Homes prices starting at \$349k.

Windham ,Maine “Weeks Farm” 17 lot subdivision Overlook Road(going thru approvals) 50,000sq ft lots on public water, private sewer systems, Underground electric, Close to Highland lake.

Damariscotta, Maine 140 acres, 6 residential lots and one 114 acre commercial lot created.

Fabyan Farm. Scarborough, MaineA proposed 31 lot subdivision of $\frac{1}{4}$ acre to $\frac{1}{2}$ acre lots serviced by public water and sewer and underground electric on a 23 acre pastoral former strawberry farm. 15 minutes to downtown Portland, Maine. Amenities include private community garden and play ground. (Presently going thru Approvals)



Maine Capital Group

We see lending differently

April 27, 2017

Great Lots of Maine LLC

Paul Hollis

28 Wear Road

Seabrook

NH

03874

Re: Great Lots of Maine - Weeks Farm Windham

Dear Paul Hollis

This letter, when properly signed and accepted, will constitute an agreement between Coastal Realty Capital, LLC DBA Maine Capital Group (the "Lender") who agrees to lend, and Great Lots of Maine LLC (the "Borrower") who agrees to borrow in accordance with the following terms and conditions:

Borrower: Great Lots of Maine LLC

Loan Amount: \$550,000

Facility: Construction Loan

Purpose: Purchase 17 lot subdivision and put in infrastructure

Repayment Terms: Interest Only, 6 months Debt Escrow

Maturity: 6 months with 3 one-month extensions at 1% each

Interest Rate: 13.90%

Lender Fees: \$1,500 Application fee
\$16,500 Transaction fee of : 3%
\$550 Processing/ Servicing
\$800 Construction Inspection: 4 draws at: \$200 per draw

Late Fee: Borrower shall pay to the Lender a late charge equal to ten percent (10.00%) of any amount of principal and/or interest which is not paid within five days of the date when due.

Default Rate: During any period of default under the loan documents executed at closing, Borrower will pay to Lender interest on the outstanding balance of the loan at an annual rate equal to 10.00% plus the otherwise applicable interest rate.

Prepayment Penalty Borrowers may on any business day prepay the outstanding principal amount of the loan, in whole or in part, provided that (i) Borrowers give Lender at least five business days prior written notice; and (ii) each prepayment shall be accompanied by payment of accrued interest to the date of prepayment on the principal amount prepaid. There is no prepayment fee due Lender.

Guarantors: The unlimited personal guaranties of:
Paul Hollis

Collateral:	Address	Lien Position
	Approved Subdivision Overlook Road, Windham	1
	Coulson Farms Wells, ME	3

**Cross Default/
Cross Collateral:** All loans to Borrower, Borrower Affiliates and/or Guarantors shall be cross-collateralized and cross-defaulted in form and sufficiency acceptable to Lender

Appraisal: Satisfactory Appraisal on property located at:
Overlook Road Windham ME 04062
Only need one if the design does not change and value is supported. If deemed to be different, an appraisal will need to be ordered for each.

Environmental: Borrower will complete an environmental questionnaire at or prior to closing. The Lender shall have the right to terminate this commitment if the environmental questionnaire is not satisfactory in all respects. Borrower will be required to execute an environmental indemnity agreement in favor of Lender for any hazardous substances.

Insurance: The Borrower will provide casualty, hazard, or liability insurance coverage on the subject properties in a form reasonably acceptable to the Lender. The policies shall name the Lender as mortgagee and loss payee. The policy will be produced five days before closing or the closing may be delayed. A loan will not close without proper insurance in place prior to closing.

Title Insurance: Lender's counsel shall procure an ALTA Lender's Title Insurance Policy on the subject properties issued by a title insurance company acceptable to the Lender. The cost of the title search and title insurance shall be borne by the Borrower. The policy shall have mechanic's lien and tenants-in-possession exceptions deleted.

The Loss Payee Clause:

Maine Capital Group
ISAOA/ATIMA
4 City Center
Portland, ME 04101

Borrower's Opinion of Counsel:	Borrowers shall provide to Lender at closing an opinion of Borrower's counsel, satisfactory to Lender's counsel, of (i) the due organization, legal existence and good standing of Borrower in its state of organization; (ii) all loan documents are duly authorized, executed and delivered by Borrower; (iii) no action, suit or proceeding pending or threatened against or affecting Borrower, before any court administration agency, arbitrator or government authority and (iv) an opinion that the property and Borrower's intended use of the property are in compliance with all applicable federal, state and local laws and ordinances pertaining to land use, the environment and equal access to public accommodations.
Conditions:	Lender's commitment to issue the loan is conditioned on: <ol style="list-style-type: none"> 1. Satisfactory completion of due diligence by MCG 2. Title Commitment and acceptable title policy 3. Complete loan application and PFS, and credit report 4. Budget for infrastructure approved by Construction dept 5. Town approval for the project, ability to pull permit 6. Agreement regarding lot paydown schedule for Coulson Farms & Weeks Farm
Flood Insurance:	If the subject properties are located in a federally designated flood hazard zone, a flood insurance policy shall be required to be maintained for the life of the loan. The terms of the flood insurance policies shall be acceptable to the Lender, and shall name the Lender as mortgagee.
Compliance with Law:	This commitment is subject to the real estates collateral's compliance with all applicable federal, state and local laws and ordinances pertaining to land use, the environment and equal access to public accommodations.
Legal:	All legal and loan documentation will be satisfactory in all respect to the Lender and its counsel. This commitment does not contain all terms and conditions that shall be contained in the loan documents. Whether or not this loan is closed, the Borrower shall be responsible for all expenses associated with the transaction including, but not limited to, the fees for Lender's counsel, appraisal, environmental, title insurance premium and recording fees.
Indemnification	Borrower agrees to indemnify MCG and hold it harmless from and against all costs, expenses (including fees and expenses of counsel) and liabilities arising out of or relating to any litigation or other proceeding (regardless of whether MCG is a party thereto) which relate to the proposed transactions, including the financing contemplated hereby or any transactions connected therewith; provided that MCG will not be indemnified for its gross negligence or willful misconduct. Borrower's obligations under this paragraph shall survive any termination of MCG's proposal hereunder, and shall be effective regardless of whether definitive loan and collateral documentation is executed or any loans are made respecting the loan agreement.

Financial
Statement:

Borrower shall furnish to Lender the Borrower's Financials.

Borrower and any Guarantors shall provide to Lender annual financial statements in such form as Lender may require, accompanied by statements of contingent liabilities, and copies of income tax returns as signed and filed within ten days of the date when due, including any extensions.

This is notification to Borrower under Maine Law that no promise, contract, or agreement to lend money, extend credit, forbear from collection of a debt or make any other accommodation for the repayment of a debt for more than \$250,000.00 may be enforced against Lender unless the promise, contract, or agreement is in writing and signed by Lender, nor can any change, forbearance or other accommodation relating to the loan be enforced against Lender unless it is in writing and signed by Lender.

This commitment assumes that all information provided to date by the Borrower is accurate. It shall be a condition for closing this loan that the financial condition of the Borrower be satisfactory to the Lender. The Lender reserves the right to terminate this commitment and not close the loan in the event: (1) of an adverse change, as reasonably determined by the Lender, in the financial condition of the Borrower prior to closing; or (2) any information provided to the Lender which proves to be inaccurate.

All parties hereto agree that this commitment shall survive the loan closing and that each of the obligations and undertakings of the Borrower and any Guarantor hereunder shall continue until the entire loan, together with interest and fees, is paid in full. In the event of a conflict between this commitment and the loan documents, the language of the loan documents shall govern.

This commitment represents the entire agreement between the parties and supersedes all prior agreements or discussions with respect to the loan(s). This commitment letter cannot be waived, modified, amended or changed except by writing signed by all parties to the commitment letter and, that until or unless it is modified and signed by all parties, it shall continue unchanged as a valid and enforceable obligation. This commitment is non-assignable and non-transferable.

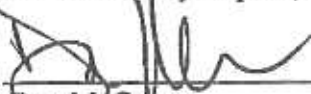
This commitment will expire on May 18, 2017, unless prior to such date a closing on the loan has been completed. Such a commitment to close will exist only after negotiation, execution and delivery of the loan agreements and satisfaction of the conditions precedent to be specified in the loan agreements.

If the foregoing terms and conditions are satisfactory to you, please evidence your acceptance of the same by signing and returning the enclosed copy of this letter to us not later than our close of business on May 18, 2017, together with your checks for the 1% commitment fee in the amount of \$5,500.00 and the legal deposit in the amount of \$800.00. The 1% commitment fee will be applied towards the transaction fee (identified above) at closing. Failure to return a signed copy of this letter to us together with the deposit by our close of business on such a date will result in the termination of the financing commitment of Lender contained herein.

Upon our receipt of your acceptance of this letter and the deposit, we will be pleased to notify our counsel to proceed with the necessary preparation of documents. This letter supersedes all prior letters to you, if any, regarding the subject of this letter.

Sincerely,

Coastal Realty Capital, LLC DBA Maine Capital Group

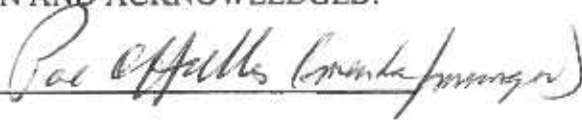


Dan McCarron

Coastal Realty Capital, LLC DBA Maine Capital Group

Its: Chief Operating Officer

SEEN AND ACKNOWLEDGED:



By:

Its:

By:

Its:

PURCHASE AND SALE AGREEMENT – LAND and Road ONLY

November, 10, 2016 Effective Date

The use of days in this agreement refers to calendar days from the effective date.

1. **PARTIES:** This Agreement is made between Ralph W. Weeks who resides at 178 Highland Cliff Road , Windham Maine 04062 (hereinafter called the "seller"), and "Great Lots of Maine", a Maine limited liability Company of 28 Weare Road Seabrook, New Hampshire 03874, (hereinafter called the buyer)
2. **DESCRIPTION:** Subject to the terms and conditions hereinafter set forth. Seller agrees to sell and Buyer agrees to buy (all of the land and road that cuts thru the middle of the property known as Overlook Road identified as land remaining on Overlook Road and identified as the premises situated in the municipality of Windham, Maine , County of Cumberland State of Maine, land identified as **Town of Windham Assessors Lot MAP ID 10/30** , comprised of approximately 20 acres as calculated by the office of Daniel T. C. Lapoint of Durham Maine a MAINE LICENSED SURVEYOR (License number#1183) now deceased consisting of land drawn on attached plans drawn and dated on 5/24/1989 (Exhibit A) and plan showing remaining land of SELLER dated August 2003 and recorded at the Cumberland County Registry of Deeds in PLAN BOOK 203 page 587 on October, 23, 2003 (Exhibit B) . Land is further identified by and is a part of the original deed of seller as recorded at the Cumberland County Registry of Deeds in BOOK 2331 Page 370 on December 03, 1956 . Purchase of property also includes all rights given to seller as it pertains to a certain easement deed given to seller from Milton R. Poore and Nancy P. Poore of Windham , Maine dated March 29, 1990. as shown in "EASEMENT DEED" recorded at the Cumberland County Registry of Deeds on May 7, 1990. in Book 9163 page 340. To be transferred with the property to buyer at time of closing.
3. **CONSIDERATION:** For such Deed and conveyance Buyer is to pay the sum **PRICE of \$** ~~20,000.00~~ **or \$20,000.00 per approved lot (15 lots shown) as shown on a conceptual plan attached (Exhibit C) Refer to paragraph 20 (Further Conditions).**

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

4. **EARNEST MONEY/ACCEPTANCE:** This offer shall be valid until November 18, 2016 , (date) AM 5 P.M. and. A non refundable Deposit of \$1,000.00 has been paid to seller . The remaining balance of monies due will be paid in two additional non refundable Deposits totaling \$9,000.00 and the remaining monies due seller will be paid at closing. Refer to paragraph 20 (Further Conditions).
5. **TITLE AND CLOSING:** A deed, conveying good and merchantable title for each municipally approved Lot in the subdivision and in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer upon the Lot Sale.. All transactions shall be closed and Buyer shall pay the balance due SELLER and execute all necessary papers on or before May 16, 2017 , (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 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.
6. **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 property.
7. **POSSESSION:** Possession of premises shall be given to Buyer immediately at the continued current use of the property. closing unless otherwise agreed in writing.
8. **RISK OF LOSS:** Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.
9. **PRORATIONS:** The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) None . 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. This latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. **PROPERTY DISCLOSURE FORM/INSPECTIONS:** Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue Page 1 of 4 P&S Buyer Initials

Seller(s) Initials

R.W.W.

Buyer Initials

PCH.

11. FINANCING: N/A

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

NONE of _____ represents _____
Listing Agency Agency

NONE of _____ represents _____
Selling Agency Agency

13. MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation on accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then the party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

14. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies. Including, without limitation termination of this Agreement, and forfeiture by Buyer of the earnest money. In the event of a default by Seller, 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.

15. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

16. HEIRS/ASSIGNS: This agreement shall extend to and binding upon heirs, personal representatives, successors, and assigns of the Seller and of the Buyer.

17. 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 or faxed signatures are binding.

18. ADDENDA: Yes x Explain: _____ No _____

19. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on page I of this Agreement The use of "by (date)" or "within N/A days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

PCY

RWW

20. **CONFIDENTIALITY:** Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors, and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the parties and their agents to receive a copy of the entire closing statement.

Agent makes no warranties regarding the condition, permitted use or value of Seller's real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer.

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
SURVEY					
Purpose: _____	x				
SOILS TEST					
Purpose: _____	x				
LOCAL PERMITS					
Purpose: _____	x				
HAZARDOUS WASTE REPORTS					
Purpose: _____	x				
SUB-DIVISION APPROVAL					
Purpose: _____	x				
DEP/LURC APPROVALS					
Purpose: Storm water management of Roadways	x				
ZONING VARIANCE					
Purpose: _____	N/A				
MDOT DRIVEWAY/ ENTRANCE PERMIT					
Purpose: _____	N/A				
OTHER					
Purpose: _____					

Building Permits are the Responsibility of buyer or his representative

Further specifications regarding any of the above:

See Conditions

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, 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 inspection 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 inspection is unsatisfactory within the time period set forth above this contingency is waived. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion s to the condition of the property.

21. OTHER CONDITIONS

A copy of this Agreement is to be received by Buyer and Seller 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. (PCH) RWW

Seller will give buyer until date of closing to receive all State, and local approvals to record a subdivision of property of no less than 15 lots as shown on conceptual plan as shown on attached Exhibit C.... and buyer will pay all expenses associated with all approvals and expenses to improve property.

All Deposits are Non Refundable up to date of closing for said property. Deposits are only refundable if seller can't deliver a clean and Marketable deed for property to buyer on or before closing date.

Buyer will be allowed to bring his professionals, surveyor, engineer, and wetlands scientist to delineate wetlands and do test pits on each proposed lot, on land to perform all work necessary to present and receive approvals from Town of Windham for proposed Subdivision.. Buyer will restore land to its original state upon any minor or any disturbance to the land.

Paul Hall, Jr. (Manager)
BUYER

SS# OR TAXPAYER ID#

BUYER

SS# OR TAXPAYER ID#

Buyer's Mailing Address is 28 Weare Road, Seabrook, N.H. 03874.

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms, and conditions set forth: _____

Signed this November 10, 2016

Ralph W. Walker
SELLER

005-32-0083
SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is 178 Highland Cliff Road, Windham, Maine 04062

Offer reviewed and refused on _____, 2016.

SELLER

EXTENSION: The time for the performance of this Agreement is extended until JULY 30th, 2017
DATE

Paul Hall, Jr. (Manager)

Manager

Ralph W. Walker 3-02-2017

DATE

Ray
Yacumman
8 River Road
Buxton, Me.
04693

10. 30

2331/370

Leighton
to
Weeks

War

Know all Men by these Presents,

That Melvin Leighton of Windham in the County of Cumberland and State of Maine.

in consideration of One Dollar and other valuable considerations

paid by Ralph W. Weeks of Windham in the County of Cumberland and State of Maine.

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said

Ralph W. Weeks his heirs and assigns forever.
a certain lot or parcel of land situated in the Town of Windham in the County of Cumberland and State of Maine, it being a portion of Lot # 17, in the second division of hundred acre lots, and is bounded and described as follows, to wit; Northerly by land formerly owned by Ebenezer Dolly, now of Abram Meehan; Easterly by land of George Dolly; Southerly by land now or formerly owned by Moses and Charles Antheime; Westerly by land formerly owned by Ebenezer Dolly and Timothy Dolly, now of heirs of Charles H. Antheime; Being the same premises conveyed to Alice M. Pride by Ferdinand Sawyer by his warranty deed dated September 18, 1905, and recorded in the Cumberland County Registry of Deeds in Book 773, Page 282.
Also the same premises conveyed to Melvin Leighton by Alice M. Pride by Warranty Deed dated April 12, 1926 and recorded in the Cumberland County Registry of Deeds in Book 1226 at Page 434.

On Have and in Hold the aforegranted and bargained premises
with all the privileges and appurtenances thereof to the said

Ralph W. Weeks his

heirs and assigns, to them and their use and behoof forever.

And do COVENANT with the said Grantee, his heirs
and assigns, that I am lawfully seized in fee of the premises
that they are free of all encumbrances:

that I have good right to sell and convey the same to the said
Grantee to hold as aforesaid; and that I and my heirs shall
and will WARRANT and DEFEND the same to the said Grantee his
heirs and assigns forever, against the lawful claims and demands
of all persons.

In Witness Whereof, the said Melvin Leighton

and Edna J. Leighton

wife of the said
Melvin Leighton

joining in this deed as Grantor, and relinquishing and conveying
her right by descent and all other rights in the above described
premises, have hereunto set their hand and seal this third
day of December in the year of our Lord one thousand nine
hundred and fifty six.

Signed, Sealed and Delivered

In presence of

Edna J. Leighton
for both

Melvin Leighton
Edna J. Leighton

State of Maine,

ss.

December 3, 1956

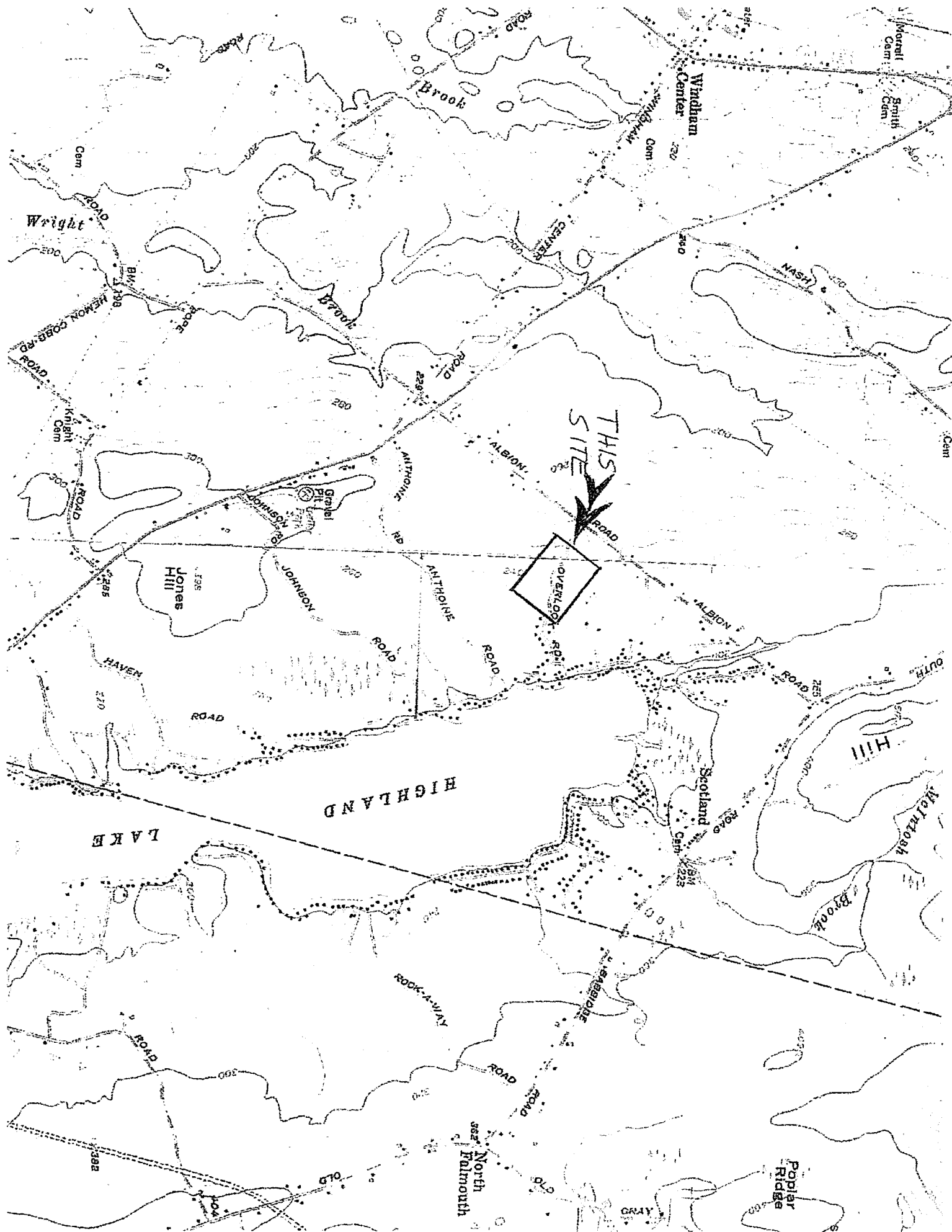
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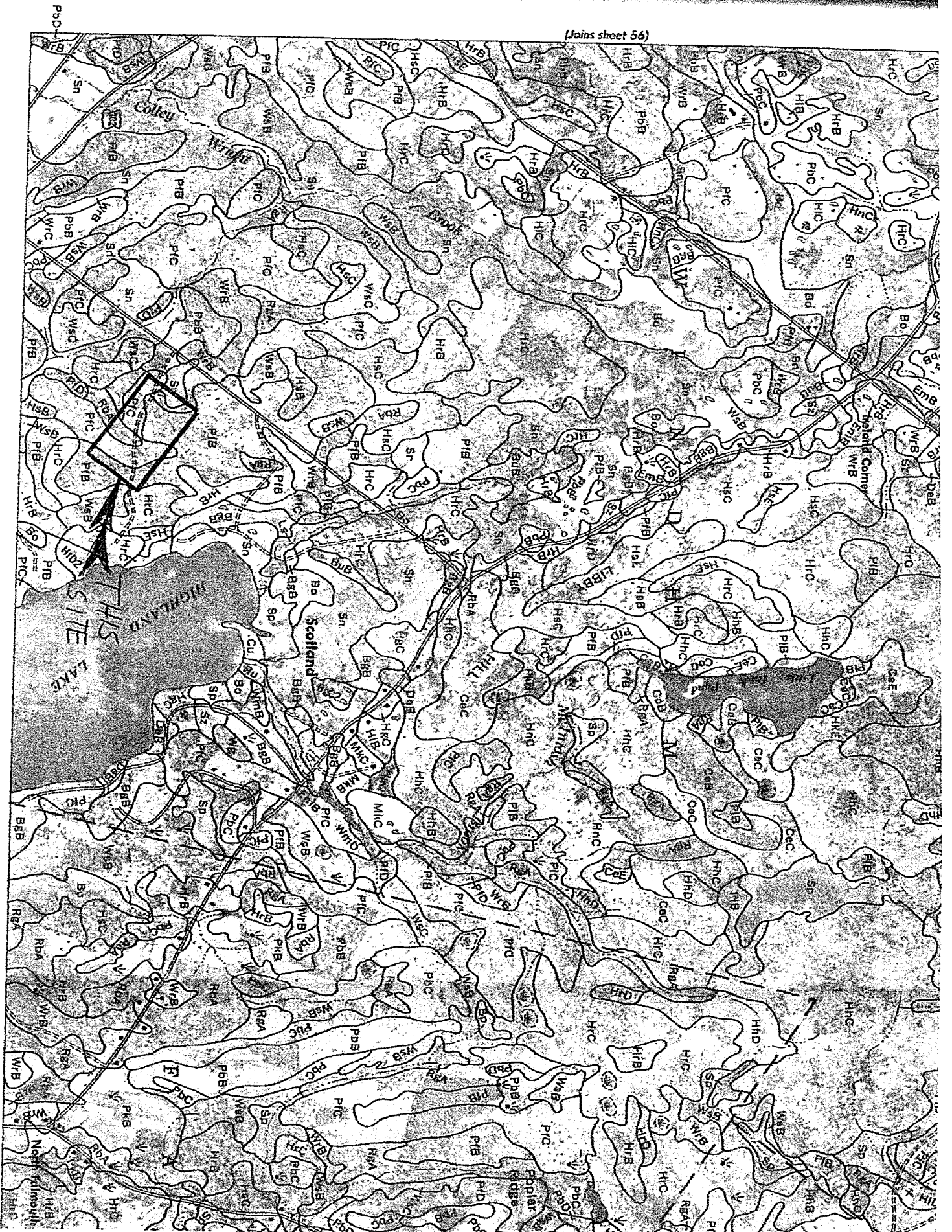
Cumberland

Personally appeared the above named

Melvin Leighton

and acknowledged the above





PbD

**CONTRACT FOR PURCHASE AND
SALE OF REAL ESTATE**

Agreement entered into this 23 day of January, 2017, by and between Albion Road, LLC, with a mailing address of _____ ("Seller") and Great Lots of Maine LLC, with mailing address of 28 Weare Road, Seabrook, NH 03874 ("Buyer").

1. **PREMISES:** Seller agrees to sell and Buyer agrees to buy an easement over a strip of land the location of which is set forth on Exhibit A, attached hereto, being on the northwesterly boundary of Seller's premises (Bk. 31893, Pg. 24). Said easement shall be forty feet wide, shall run from Albion Road to property now or formerly of Weeks (Bk. 2331 Pg. 370) as set forth in Exhibit A attached hereto (the "Plan"). This new easement will overlap with the existing 16' wide easement that currently benefits Buyer's Premises. Said easement shall permit all things as would be permitted on a public road, except any utilities shall be underground. The traveled way may be widened up to 25' in width. Buyer shall pave the traveled way.
2. **PURCHASE PRICE:** Buyer agrees to convey to Seller a portion of the Weeks parcel (which the Seller has under contract), approximately 18,000 square feet, as shown on the Plan. The conveyance shall be of sufficient size that Seller shall have adequate square footage to divide its land into two legal parcels as required by Town of Windham zoning ordinance. Buyer shall obtain subdivision approval to divide Seller's land into two lots as set forth on the Plan, at no cost to Seller. The owner of Seller's Lot 2, and its successors, shall be permitted to use Overlook Road for access, with no provision for maintenance contribution, and Buyer shall stub in for Lot 2, any utility service being installed. Neither of Seller's lots will be subject to subdivision covenants that may be adopted for Buyer's remaining premises. The easement described in Paragraph 1, and conveyance described in Paragraph 2, shall be drafted and agreed to by the parties within thirty (30) days of the date of this agreement.

DEPOSIT: \$ N/A, to be deposited with Seller, the receipt of which is hereby acknowledged by the Seller and which shall be credited, without interest, towards the purchase price at the time of closing.

b. **CASH AT CLOSING:** \$ N/A shall be paid in bank-wired immediately available funds, at time of closing.

3. **TITLE:** Each party shall convey the premises to the other at the closing by quit claim with covenant deed in fee simple with good and marketable title, subject to easements, privileges, restrictions, and agreements of record. If counsel for a party is of the opinion, given in good faith, that the title to the property is defective or is otherwise not free and clear of all encumbrances, or is not marketable, the closing shall be postponed for a reasonable period of time during which the conveying party shall take reasonable steps to remove of such defect or encumbrance at his own expense, to the reasonable satisfaction of counsel for receiving party. If the title proves defective and if the conveying party fails to remove such defect or encumbrance within thirty (30) days after notice from the

receiving party of the nature of the defect or encumbrance, the receiving party may, at its election, either: (i) close this transaction notwithstanding the existence of any such defect or encumbrance and without a deduction in the purchase price; or (ii) terminate this Agreement, in which event and the parties hereto shall thereafter have no further rights or obligations hereunder.

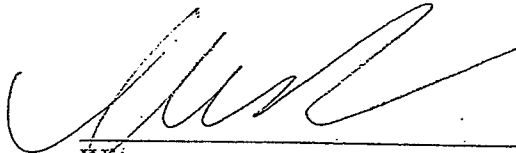
Objections to existing conditions to title must be made within thirty (30) days of the date of this Agreement or will be deemed to be waived.

4. **CLOSING:** The closing of this transaction shall take place within thirty (30) days of Buyer's final subdivision approval, but in no event later than December 31, 2017 at the offices of Buyer's lender, title company or attorney, located in Greater Portland unless the Seller and Buyer shall agree on a different time or place.
5. **ACCEPTANCE OF OFFER:** This offer to sell shall be open for 5 business days after delivery to the Buyer.
7. **BUYER'S CONTINGENCIES:** This Contract is subject to: NO contingencies other than good title per Paragraph 4.
8. **NOTICE OF CONTINGENCY FAILURE:** In the event that any condition is not satisfied by the deadline set for performance, then parties shall notify the other and this contract shall be terminated, in which event neither party shall have any further obligations hereunder.
9. **ADJUSTMENTS, PRORATIONS AND CLOSING COSTS:**


Real estate taxes shall not be prorated. Each party shall remain liable to timely pay real estate property taxes until they are reassessed.

The Buyer and Seller shall each pay their respective shares of the Maine Real Estate Transfer Tax. Each party is responsibly to prepare their respective deed, the each party shall conduct the title examination for the premises being acquired.
11. **POSSESSION:** Each party shall deliver possession of premises to the other party free and clear of any tenancies or occupancies.
12. **RISK OF LOSS:** The risk of loss or damage to the property by any cause, or of a taking of all or any part of the property by eminent domain, prior to the closing, shall be on the respective party.
13. **CONDITION OF PREMISES:** Each party takes their respective premises **AS IS, WHERE IS, WITH ALL FAULTS** and without recourse. Neither party has made any

We hereby agree to purchase the above described property at the price and upon the terms and conditions above set forth.


Witness


Great Lots of Maine LLC


Paul Hollis, _____

We hereby agree to sell and deliver the above described property at the price and upon the terms and conditions above set forth.

Witness

Albion Road, LLC


Harlow Sternberg, Manager

$$30' = 1'' \frac{1}{2}$$
