CONSULTING ENGINEERS

DM ROMΛ

April 23, 2018

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

Re: Sketch Major Subdivision Plan Application Annie's Way Subdivision MTR Development, LLC - Applicant

Dear Amanda:

On behalf of MTR Development, LLC we have prepared the enclosed application, plans and supporting material for Sketch Plan Review of a proposed 21-lot residential subdivision of a 38-acre property located on Highland Cliff Road. The property is currently undeveloped and previously received approval from the Code Enforcement Department to construct the first 850 feet as a private way, which was never constructed. The parcel is located in the Farm Zoning District and is proposed to be developed under the Cluster Subdivision standards with a 2,000 foot long roadway designed for public acceptance.

Wetlands were delineated on the property in September 2017 by Richard Sweet Associates and several test pits were evaluated to determine suitability for septic systems. All proposed lots will require on-site wastewater disposal systems and individual wells. Underground electrical service will be extended from Highland Cliff Road.

The project will require permitting through the Maine Department of Environmental protection including a Site Location of Development Act permit and a Tier-1 Natural Resources Protection Act permit for approximately 10,000 square feet of wetland impact.

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:ANNIE'S WAY SUBDIVISION	
Tax Map: Lot:36	
Number of lots/dwelling units: 21 LOTS Estimated	road length: 2,000 FEET
Is the total disturbance proposed > 1 acre? X Yes \Box No	
Contact Information 1. <u>Applicant</u>	
Name: MTR DEVELOPMENT, LLC	
Mailing Address: PO BOX 1028, WESTBROOK, ME 04	098
Telephone: Fax:	E-mail: CHRISDIGSDIRT@GMAIL.COM
2. <u>Record owner of property</u>	
(Check here if same as applicant)	
Name: MICHAEL ATKINSON	
Mailing Address:70 HIGHLAND CLIFF ROAD, WINDHA	M, ME 04062
Telephone: Fax:	_ Email:_MATKINSON1422@GMAIL.COM
 <u>Contact Person/Agent</u> (if completed and signed by applicant's agen to act on behalf of applicant) Name: <u>DUSTIN ROMA</u> 	at, provide written documentation of authority
Company Name: DM ROMA CONSULTING ENGINEERS	
Mailing Address: PO BOX 1116, WINDHAM, ME 04062	
Telephone:(307) 310 - 0506 Fax:	E-mail: DUSTIN@DMROMA.COM
I certify all the information in this application form and accompanying my knowledge.	g materials is true and accurate to the best of

Dustin Roma

Signature

4-23-2018 Date

Sketch Plan - Minor & Major Subdivisions: Submission Requirements

Applicant Staff

a.	Complete Sketch Plan Application form	Х	
b.	Project Narrative	Х	
	conditions of the site	Х	
	number of lots	Х	
	constraints/opportunities of site	X	
	Outline any of the following studies that will be completed at a future stage:	Х	
	traffic study	х	
	utility study	N/A	
	market study	N/A	
c.	Name, address, phone for record owner and applicant	Х	
d.	Names and addresses of all consultants working on the project	х	
e.	Evidence of right, title, or interest in the property	Х	
f.	Evidence of payment of Sketch Plan fees and escrow deposit	Х	
g.	Any anticipated waiver requests (Section 908)	Х	
-	Waivers from Submission Criteria. Will the applicant be requesting waivers from the "Submission information for which a Waiver May be Granted"?	х	
	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	
h.	Copy of portion of the USGS topographic map of the area, showing the boundaries of the proposed subdivision.	х	
i.	Copy of that portion of the Cumberland County Medium Intensity Soil Survey covering the proposed subdivision, showing the boundaries of the proposed subdivision.	х	
	Submit initialed form regarding additional fees, from applicant intro packet	Х	
j.	Plan Requirements		
1	Name of subdivision, north arrow, date and scale	Х	
2	Boundary and lot lines of the subdivision	Х	
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	х	
7	Major natural features of the site, approximated by the applicant including wetlands, streams and ponds, floodplains, groundwater aquifers, treelines, significant wildlife habitat and fisheries, and any other important features.	x	

Electronic Submission X





September 8, 2017

WETLAND DELINEATION MIKE ATKINSON SITE HIGHLAND CLIFF ROAD, WINDHAM

INTRODUCTION:

The purpose of this investigation is to flag and locate wetlands.

The site is located along the southeast side of Highland Cliff Road in Windham, Maine. Data used for this project includes a Subdivision Plan provided by DM Roma Consulting Engineers of Windham, Maine and dated June 29, 2017. Interpretation of the wetland is from the Maine Department of Environmental Protection Rules.

The wetland delineation was conducted from August 14 to 31, 2017. The limits of the survey area are the subdivision property lines shown on the attached site plan. The investigation involved plant identification, topographic analysis, and soil auger borings. A series of flagged stations were established along the wetland/upland boundary. These flags were located with a Trimble Geo XH GPS system, capable of sub-meter accuracy.

LITERATURE REVIEW & SITE DESCRIPTION:

The site is located on the U.S.G.S. Portland, Maine, Quadrangle 7.5 Minute Series. A review of the web soil survey for this site shows the western portion of the site is mapped primarily as Hollis fine sandy loam, a till deposit found on hill summits and shoulders and the eastern portion of the site is mapped as outwash deposits: Walpole fine sandy loam found on toeslopes of outwash plains, Deerfield loamy sand found on footslopes of outwash terraces and Windsor loamy sand found on outwash terraces.

A review of the National Wetlands Inventory Internet Data Mapper depicts a steam at or near the north corner of the site.

METHODOLOGY AND CLASSIFICATION:

The delineation of wetlands was conducted according to the *Corps of Engineers Wetlands Delineation Manual* dated January 1987, and according to performance standards and the supplemental definitions issued 1 August 1995 by the New England Division, U.S. Army Corps of Engineers. The term "wetlands" is defined by federal regulation to mean "...those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions..." (33 C.F.R. Part 323.2). In order to properly define these areas, three mandatory criteria must be met. These criteria define hydrophytic vegetation, hydric soils, and wetland hydrology. Hydrophytic vegetation fits into the wetland category when more than 50 percent of the dominant vegetation is within the range of obligate through facultative on the *National List of Plant Species That Occur in Wetlands: Northeast (Region 1)*. Hydric soil is any soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part. Wetland hydrology is the permanent or periodic inundation, or saturation of soil by groundwater for a significant period (usually two weeks or more) during the growing season. All three of the mandatory criteria, i.e., hydrophytic vegetation, hydric soil conditions, and wetland hydrology, were present within the mapped wetland areas.

The State of Maine Department of Environmental Protection Natural Resource Protection Act (Chapter 310 - Wetland and Waterbodies Protection) classifies some wetland areas as Wetlands of Special Significance. All coastal wetlands and great ponds are considered Wetlands of Special Significance. Additionally, certain freshwater wetlands are considered Wetlands of Special Significance. Freshwater Wetlands of Special Significance have one or more of the following characteristics:

(1) Critically imperiled or imperiled community. The freshwater wetland contains a natural community that is critically imperiled (S1) or imperiled (S2) as defined by the Natural Areas Program.

(2) Significant wildlife habitat. The freshwater wetland contains significant wildlife habitat as defined by 38 M.R.S.A. § 480-B (10).

(3) Location near coastal wetland. The freshwater wetland area is located within 250 feet of a coastal wetland.

(4) Location near GPA great pond. The freshwater wetland area is located within 250 feet of the normal high-water line, and within the same watershed, of any lake or pond classified as GPA under 38 M.R.S.A. § 465-A.

(5) Aquatic vegetation, emergent marsh vegetation or open water. The freshwater wetland contains under normal circumstances at least 20,000 square feet of aquatic vegetation, emergent marsh vegetation or open water, unless the 20,000 or more-square foot area is the result of an artificial ponds or impoundment.

(6) Wetlands subject to flooding. The freshwater wetland area is inundated with floodwater during a 100-year flood event based on flood insurance maps produced by the Federal Emergency Management Agency or other site-specific information.

(7) Peatlands. The freshwater wetland is or contains peatlands, except that the department may determine that a previously mined peatland, or portion thereof, is not a wetland of special significance.

(8) The freshwater wetland area is located within 25 feet of a river, stream or brook.

The identification of a Significant Vernal Pool must be conducted according to the State of Maine Department of Environmental Protection, Natural Resource Protection Act (Chapter 335 - Significant Wildlife Habitat). The policy reads:

"A vernal pool, also referred to as a seasonal forest pool, is a natural, temporary to semipermanent body of water occurring in a shallow depression that typically fills during the spring or fall and may dry during the summer. Vernal pools have no permanent inlet and no viable populations of predatory fish. A vernal pool may provide the primary breeding habitat for wood frogs (*Rana sylvatica*), spotted salamanders (*Ambystoma maculatum*), blue-spotted salamanders (*Ambystoma laterale*), and fairy shrimp (*Eubranchipus sp.*), as well as valuable habitat for other plants and wildlife, including several rare, threatened, and endangered species. A vernal pool intentionally created for the purposes of compensatory mitigation is included in this definition.

CONCLUSIONS:

The conclusions of this wetland delineation are as follows:

- All wetlands within the survey area are shown on the site plan. Wetlands were mapped according to the Corps of Engineers Wetlands Delineation Manual (1987) and classified according to the State of Maine Department of Environmental Protection Natural Resources Protection Act. Wetlands were flagged with numbered striped pink/black ribbon.
- Identified wetlands within 25 feet of a stream, within the approximately 200-foot wide floodplain associated with the stream as depicted on FEMA Community-Panel Number 230 189 0030B, and wetlands containing or contiguous with peatlands at the site would be considered wetlands of special significance.
- No vernal pools were found.

Dand v. Chapman

Dave Chapman, LSE Certified Geologist #458







National Cooperative Soil Survey

Conservation Service

Map Unit Legend

Cumberland County and Part of Oxford County, Maine (ME005)					
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI		
DeB	Deerfield loamy sand, 3 to 8 percent slopes	14.3	29.1%		
HIB	Hinckley loamy sand, 3 to 8 percent slopes	0.1	0.1%		
HrB	Hollis fine sandy loam, 3 to 8 percent slopes	4.1	8.4%		
HsB	Hollis very rocky fine sandy loam, 3 to 8 percent slopes	0.4	0.9%		
PbB	Paxton fine sandy loam, 3 to 8 percent slopes	4.7	9.6%		
Sd	Saugatuck loamy sand	1.8	3.6%		
Sn	Scantic silt loam, 0 to 3 percent slopes	0.7	1.4%		
So	Scarboro sandy loam	0.8	1.5%		
Sz	Swanton fine sandy loam	0.0	0.0%		
Wa	Walpole fine sandy loam	10.5	21.4%		
WmB	Windsor loamy sand, 0 to 8 percent slopes	11.8	23.9%		
Totals for Area of Interest		49.2	100.0%		



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QUITCLAIM DEED Release Deed (Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS that **DEANNA L. ATKINSON**, of Windham, County of Cumberland and State of Maine, for consideration paid, **RELEASES TO MICHAEL A. ATKINSON**, whose mailing address is 59 Highland Cliff Road, Windham, the land and buildings in Windham, County of Cumberland, and State of Maine, bounded and described as set forth on Schedule A attached hereto, being the premises conveyed by warranty deed from Leonard B. Leighton to Michael A. Atkinson dated August 3, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8853 at Page 209, but excepting from the premises conveyed hereby the following parcels previously conveyed by the said Michael A. Atkinson:

(1) The parcel conveyed by Michael A. Atkinson to Howard Tripp by instrument recorded in said Registry of Deeds at Book 10633, Page 55;

(2) The parcel conveyed by Michael A. Atkinson to Hiram Atkinson by instrument recorded in said Registry of Deeds at Book 10633, Page 57;

(3) The parcel conveyed by Michael A. Atkinson to William Cuddy by instrument recorded in said Registry of Deeds at Book 11904, Page 276; and

(4) The parcel conveyed by Michael A. Atkinson to Michael A. Atkinson and Deanna L. Atkinson by deed dated June 19, 1990 and recorded in the Cumberland County Registry of Deeds at Book 9224, Page 189.

IN WITNESS WHEREOF, the said Deanna L. Atkinson has caused this instrument to be signed and sealed this 23^{-1} day of 499, 1999,

Witness

Ina Attiven Degning L

Witness

State of Maine Cumberland, ss.

JUNE 23 ,1999

Personally appeared the above named <u>Dearn Attenn</u> and acknowledged the foregoing to be free act and deed.

Beføre me,

Notary Public/Attorney at/Law Print Name: Edward S Mor Coll Commission expires:

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SCHEDULE A

PARCEL ONE:

A certain lot or parcel of land, with the buildings thereon, situated in the Town of Windham, County of Cumberland and State of Maine, containing twenty-five (25) acres, more or less, and being the hemestead farm of Charlotte L. Leighton and being the same premises conveyed by Andrew A. Leighton to Benjamin T. Leighton by deed dated May 18, 1874 and recorded in Cumberland County Registry of Deeds in Book 510, Page 13. Being the first parcel described in a deed from Allen P. Leighton to Leonard B. Leighton dated December 29, 1933 recorded in said Registry in Book 2020, Page 375.

PARCEL TWO:

A certain lot or parcel of land situated in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows: viz., on the easterly side of the road leading past Mrs. B. T. Leighton's house and house of George R. Pendexter, which road is new called Highland Cliff Road, to the Pope Road, so-called. Beginning at the westerly corner of land new or formerly of George H. Stevens; southeasterly by said Stevens land and land new or formerly of George R. Pendexter and land new or formerly of Charles W. Hawkes to a fence running at right angles; thence southwesterly by said Charles W. Hawkes land to land new or formerly of Horatio Keeler heirs; thence northwesterly by land of said Keeler heirs and land of said Mrs. B. T. Leighton to the first mentioned road; thence northeasterly by said road to the point of beginning. Containing twenty-eight (28) acres, more or less.

Excepting and reserving from the above described premises conveyances dated October 7, 1946 and recorded in said Registry in Book 1841, Page 394 and Book 1841, Page 393, dated December 4, 1948 and recorded in said Registry in Book 1938, Page 266 and dated May 14, 1956 and recorded in said Registry, to Alta L. Woodis.

Being the same premises conveyed to Leonard B. Leighton by Milton O. Pendexter by deed dated May 14, 1956 and recorded in said Registry of Deeds in Book 2281, Page 236.

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SCHEDULE A CONTINUED

PARCEL THREE:

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

Beginning at an iron set in the ground on the line of the land now or formerly of Mabel G. Pendexter and running in a southwesterly direction and bounded by land now or formerly of said Pendexter a distance of two hundred eighty-seven (287) feet to another iron set in the ground; thence in a northwesterly direction a distance of two hundred seventy-two (272) feet and bounded by land now or formerly of B. F. Leighton; thence in a northeasterly direction along the line of the Highland Cliff Road fifty (50) feet to another iron set in the ground and bounded by said road; thence in an easterly direction a distance of two hundred sixty-six (266) feet and bounded by a brook to the point of beginning.

Being the same premises conveyed to Leonard B. Leighton by Alta L. Woodis by deed dated May 8, 1957 and recorded in said Registry in Book 2385, Page 485.

Being all of the remaining land and buildings described in a deed from Leonard B. Leighton to Leonard B. Leighton and Annie H. Leighton as joint tenants dated April 1, 1976, recorded in said Registry in Book 3825, Page 266. The grantor is the surviving joint tenant.

This conveyance is subject to the following conditions and reservations which shall be enforceable by the grantor during his lifetime and which shall be deemed to be fulfilled at the death of the grantor unless specific enforcement action is undertaken.

1. The grantee may not sell, convey, mortgage or otherwise encumber the premises herein conveyed without the consent of the grantor herein during the natural life of the grantor herein.

2. The above premises shall revert to the grantor in fee in the event that the grantee, Michael A. Atkinson, and his wife, Deanna Atkinson, both predecease the grantor.

3. The grantor herein also reserves the right to reside in the existing buildings on the premises with access to said buildings for the remainder of his natural life. The grantee herein shall pay all property insurance, real estate taxes and maintenance costs during the said tenancy. The grantor shall be responsible for all other expenses related to the buildings including utility costs.

> RECEIVED RECORDED REGISTRY OF DEEDS 1939 JUL -7 PN 4: 03

CUMBERLAND COUNTY

المراجعين المراجعين والمحمولة الجراحية والمحمد والمراجع والمرجود المحمولة فالمرجوع والمحمولة والمرجوع والمراجع

		PURCHASI	E AND SALE A	GREEMENT - LAND ONLY
	April 1	days means (ousiness days unless	s otherwise noted, see paragraph 20)
Of	fer Date	, <u>2</u>	018	, Effective Da
1.	PARTIES: This A	greement is made b	etween Chris Wilson	Effective Date is defined in Paragraph 20 of this Agreement.
				("Buver") au
2.	DESCRIPTION: 5	Subject to the terms	Michael Atkins	son ("Seller")
X	part of (if "part of" unty of Cu	see para. 22 for exp	planation) the property s	tter set forth, Seller agrees to sell and Buyer agrees to buy a situated in municipality of Windham
des	cribed in deed(s) red	corded at said Count	y's Registry of Deeds Bo	cook(s) 14889 in part Page(c) 09 in
3.	PURCHASE PRIC	CE/EARNEST MON	NEY: For such Deed a	and conveyance Buyer agrees to pay the total purchase price
a de	eposit of earnest mo	Buyerhas d	elivered: or X will deliv	ver to the Agency within days of the Effective Date
in t	he amount of \$		will be delivered	Buyer agrees that an additional deposit of earnest mone
If B righ	Buyer fails to deliver at to terminate ends	the initial or addition once Buyer has deliver the second	nal deposit in compliand vered said deposit (s). The	ce with the above terms Seller may terminate this Agreement. This he remainder of the purchase price shall be paid by wire certification
Thi	Burchase and C. I	it check upon deliver	y of the Deed.	i i i i i i i i i i i i i i i i i i i
1 1112	s Furchase and Sale	Agreement is subjec	t to the following condit	tions:
4. said	ESCROW AGENT	ACCEPTANCE:	RE	E/MAX By The Bay ("Agency") shall hol
	5:00	AM X	PM: and in the event of	shall be valid until April 23, 2018 (date
to B	uyer.		i m, and, in the event (or non-acceptance, this earnest money shall be returned promptly
o re losi ccep	ed 30 calendar days medy the title. Selle ng date set forth abo pt the deed with the t under and any earne:	ey in accordance with , from the time Selle er hereby agrees to r ove or the expiration itle defect or may ter st money shall be ret	h the provisions of this er is notified of the defect nake a good-faith effort of such reasonable time minate this Agreement ir urned to the Buyer.	paragraph, then Seller shall have a reasonable time period, not to ct, unless otherwise agreed to in writing by both Buyer and Seller, t to cure any title defect during such period. If, at the later of the e period, Seller is unable to remedy the title, Buyer may close and n which case the parties shall be relieved of any further obligations
ncui	DEED: The property mbrances except co	shall be conveyed by venants, conditions	oyaQu	deed, and shall be free and clear of all
onti	nued current use of	the property.	easements and restricti	ions of record which do not materially and adversely affect the
. F	POSSESSION: Poss	ession of premises sl	hall be given to Buyer in	nmediately at closing unless otherwise and the
. F nall ibsta	RISK OF LOSS: Un have the right to v antially the same con	til the closing, the r iew the property windition as on the date	isk of loss or damage to thin 24 hours prior to c of this Agreement.	o said premises by fire or otherwise, is assumed by Seller. Buyer closing for the purpose of determining that the premises are in
P scal ey s nd v quir	year). Seller is resp shall be apportioned aluation can be asc red by State of Main.	following items, which and the basis of the tertained, which latter	here applicable, shall be . Real estate taxes shal aid taxes for prior years. axes assessed for the pre er provision shall surviv	e prorated as of the date of closing: rent, association fees, (other) Il be prorated as of the date of closing (based on municipality's . If the amount of said taxes is not known at the time of closing, receding year with a reapportionment as soon as the new tax rate we closing. Buyer and Seller will each pay their transfer tax as
). D eller bjec	DUE DILIGENCE: E nor Licensee makes to the following co	Buyer is encouraged any warranties reganting antingencies, with re-	to seek information fror arding the condition, per sults being satisfactory to	m professionals regarding any specific issue or concern. Neither rmitted use or value of Sellers' real property. This Agreement is to Buyer:
vised	2018	Page 1 of 4 - P&S-LO	Buyer(s) Initials	Seller(s) Initials
MAX id Ban	By The Bay, 281 Veranda Portl oks	and ME 04101 Produced with zipForm®	by zipLogix 18070 Fifteen Mile Roa	Phone: 207.553.7302 Fax: 207.553.7290 Annie's Way ad, Fraser, Michigan 48026 www.zipLogix.com

DocuSign Envelope ID: FCB71E55-165A-4674-B94C-418C9D12A7E5

<u>C0</u>	NTINGENCY	YES	NO	FULL RES	SOLUTION	OBTAINED	TO BE PAIL
1.	SURVEY Purpose:		X	within	days	БҮ	FOR BY
2.	SOILS TEST Purpose:		X	within	days		
3.	SEPTIC SYSTEM DESIGN Purpose:		x	within	days		
4.	LOCAL PERMITS Purpose:		X	within	days		
5.	HAZARDOUS WASTE REPORTS Purpose:		X	within	days		
5.	UTILITIES Purpose:		X	within	days		
7.	WATER Purpose:		X	within	days		
	SUB-DIVISION APPROVAL Purpose:		X	within	days		
. 1	DEP/LURC APPROVALS Purpose:		X	within	days		
0. 2	ZONING VARIANCE Purpose:		X	within	days		
l. H	HABITAT REVIEW/ WATERFOWL Purpose:		X	within	days		
2. F	REGISTERED FARMLAND Purpose:		X	within	days		
8. N E	ADOT DRIVEWAY/ ENTRANCE PERMIT Purpose:		X	within	days		
4. C	DEED RESTRICTION Purpose:		X	within	days		
. т	AX STATUS* Purpose:		X	within	days		
. B	UILD PACKAGE Purpose:		X	within	days		
. 0	THER Purpose: Buyer will have un	X til May 1	2018 40	within	days		

he land 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 X No Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. If the result of any investigation 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 investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

Page 2 of 4 - P&S-LO	Buver(s) Initials	N		M	
Produced with zipForm® by zi	pl onix 18070 Filterer Mile D	·	Seller(s) Initials	141	
	Progra 10010 Filleen Mile Kos	ad, Fraser, Michigan 48026	www.zipl.ogix.con	1	Annie's Way

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

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

Licensee	() of	RE/MAX By The Bay	(1150)
is a X Seller Agent Buyer Agent Disc Dual Agen	It Transaction Broker	Agency	MLS ID
Licensee is a Seller Agent Buyer Agent Disc Dual Ager	MLS ID MLS ID Transaction Broker	Agency	_() MLS ID

Page 3 of 4 - P&S-LO

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement. 13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the carnest 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

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. 16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely

expresses the obligations of the parties and may only be amended in writing, signed by both parties. 17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller

and the assigns of the Buyer. 18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect

as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding. 19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice,

communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressely set forth to the contrary, the-asse of the term "days" in this

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Buyer(s) Initials

MA

Seller(s) Initials

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Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing. 22. OTHER CONDITIONS: Subject to the seller retaining 2 buildable lots selection to be made within 30 days. Offer subject to buyer

signing exclusive right to sell, excluding 2 lots being retained by the seller. Seller understand that the 2 lots may not be buildable for up to 1 23. GENERAL PROVISIONS:

- a
 - A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine. b.
 - Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services. c.
 - Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April I 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 e.
- Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.
- 24. ADDENDA: X Yes Explain: Survey of Annie's Way Subdivision, Addendum 1
- 25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is

Unis Witson	4/16/2018		
BOYERB040FB6A3145E Chris Wilson	DATE	BUYER	DATE

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. SettePsessianting address is

Ima	4/18/2018		
SELLER Michael Atkinson	DATE	SELLER	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 co	unter offer set forth above.		DATE
BUYER	DATE	BUYER	DATE
The time for the performance of t	EXTI his Agreement is extended until	ENSION:	
OPLIPS		DATE	•
SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE
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