

**MAJOR SUBDIVISION
PRELIMINARY PLAN APPLICATION
TO TOWN OF WINDHAM**

FOR

RUBY MEADOWS SUBDIVISION

**ALBION ROAD AND POPE ROAD
WINDHAM, MAINE**

PREPARED FOR

**RUBY MEADOWS, LLC
28 WEARE ROAD
SEABROOK, NEW HAMPSHIRE 03874**

PREPARED BY

DM ROMA
CONSULTING ENGINEERS

**PO BOX 1116
WINDHAM, ME 04062**

JUNE 18, 2018



June 18, 2018

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

**Re: Preliminary Major Subdivision Plan Application
Ruby Meadows Subdivision
Ruby Meadows, LLC - Applicant**

Dear Amanda:

On behalf of Ruby Meadows, LLC and Paul Hollis we have prepared the enclosed plans and application materials for Major Preliminary Subdivision Plan review for the above referenced project. The project is located on a 29-acre parcel with access from Albion Road and Pope Road, and is more specifically identified as Lot 78 on Tax Map 10. The project is located in the Farm Zone and is proposed to be developed as a 15-lot Cluster Subdivision in a traditional configuration. Ten of the proposed lots will be accessed from a new internal roadway, and five lots will be accessed from existing Town roads.

The roadway has been designed as a 24-foot wide paved road with a 28-foot wide gravel base in accordance with the Town's standards for a Minor Local Street. The Subdivision Ordinance requires wider shoulders if a sidewalk is not proposed. We feel that the proposed roadway, as currently designed provides for adequate space for vehicles and pedestrians, and we do not believe a wider road is necessary. We are also requesting that the Town authorize the construction of a hammerhead turnaround at the end of the new roadway, as opposed to the Town's public road standard of a cul-de-sac. We believe that it is likely the road will be extended at some point in the future to access the remaining land that is not being developed as part of this project.

Thirteen of the proposed lots will be served by public water from the Portland Water District. The two proposed lots on Pope Road will require on-site wells. All lots will be served by individual on-site wastewater disposal systems and underground power. The project will require a Stormwater Permit-By-Rule and a Tier-1 Natural Resources Protection Act permit from the Maine Department of Environmental Protection.

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

Project Name: RUBY MEADOWS SUBDIVISION

Tax Map: 10 **Lot:** 78

Number of lots/dwelling units: 15 **Estimated road length:** 950 FT NEW ROAD

Is the total disturbance proposed > 1 acre? ☒ **Yes** ☐ **No**

Contact Information

1. Applicant

Name: RUBY MEADOWS, LLC

Mailing Address: 28 WEARE ROAD, SEABROOK, NH 03874

Telephone: (207) 216 - 0333 Fax: _____ E-mail: PHOLLISLAND@GMAIL.COM

2. Record owner of property

_____ (Check here if same as applicant)

Name: SHIRLEY A. LITTLEFIELD

Mailing Address: 65 POPE RD, WINDHAM, ME 04062

Telephone: (207) 329 - 3148 Fax: _____ Email: _____

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

Name: PAUL HOLLIS

Company Name: RUBY MEADOWS, LLC

Mailing Address: 28 WEARE ROAD, SEABROOK, NH 03874

Telephone: (207) 216 - 0333 Fax: _____ E-mail: PHOLLISLAND@GMAIL.COM

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

Signature

6-18-18

Date

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	X	
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	X	
	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.	X	
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.	N/A	
15	The name and contact information for the road association who's private way or road is used to access the subdivision.	N/A	

Applicant Staff

16	Financial Capacity.	X	
	i. Estimated costs of development, and itemization of major costs	X	
	ii. Financing - provide one of the following:	X	
	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	N/A	
	iv. outline of proposed subdivision, together with its street system and indication of future probably street system, if the proposed subdivision encompasses only part of the applicants entire property.	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	N/A	
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..	N/A	
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 either any part of the subdivision is over a sand and gravel aquifer or 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.	WAIVER	
	a) map showing basic soil types		
	b) depth to the water table at representative points		
	c) Drainage conditions throughout the subdivision		
	d) data on existing ground water quality		
	e) analysis and evaluation of the effect of the subdivision on groundwater		
	f) map showing location of any subsurface wastewater disposal systems and drinking water wells within the subdivision & within 200 feet of the subdivision boundaries.		
4	Estimate of the amount and type of vehicular traffic to be generated on a daily basis and at peak hours	X	
5	Traffic Impact Analysis for subdivisions involving 28 or more parking spaces or projected to generate more than 140 vehicle trips per day.	WAIVER	
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		
	ii) long term maintenance plan for all phosphorous control measures		
	iii) contour lines at an interval of 2 feet		
	iv) delineate areas with sustained slopes greater than 25% covering more than one acre		
Electronic Submission		X	

PROJECT NARRATIVE

SECTION 1 – PROPOSED USE NARRATIVE

The proposed 15-lot residential subdivision is located off Pope Road and Albion Road on a 29.6-acre parcel depicted as a portion of Lot 78 on Tax Map 10. The project will be developed with 2 lots having frontage on Pope Road, 3 lots with existing frontage on Albion Road and 10 lots that will be accessed by a new roadway extending approximately 950 feet from Albion Road. The roadway has been designed in accordance with the Minor Local Street standards and is intended for public acceptance. The project will be developed utilizing the conventional subdivision standards with 80,000 square foot lots.

Thirteen of the proposed lots will be served by public water from the Portland Water District. The two lots that have frontage on Pope Road will require on-site wells. All lots will include individual on-site wastewater disposal fields and all lots will be served by underground power.

The project requires a Tier-1 Natural Resources Protection Act permit and Stormwater Permit-By-Rule from the Maine Department of Environmental Protection.

SECTION 2 – RECORD OWNER INFORMATION

The property is currently owned by Shirley A. Littlefield by deed recorded in Cumberland County Registry of Deeds Book 21343 page 104 (see attached deed).

SECTION 3 – ABUTTING PROPERTY OWNERS

The names of abutting property owners are listed on the Subdivision Plan.

SECTION 4 – TITLE, RIGHT, OR INTEREST

The applicant has a purchase and sale agreement with the landowner.

SECTION 5 – COVENANTS OR DEED RESTRICTIONS

The lot owners will be required to maintain the roadway, open space and stormwater infrastructure under a Homeowners Association Agreement Document (HOA Document). There will be language in the HOA Document that will identify a method to transfer ownership and maintenance responsibilities of the open space and roadway to the Town. We will provide the draft HOA Documents for review as part of the final subdivision plan application. Certain individual lots will contain stormwater management easements and drainage easements, as necessary.

SECTION 6 – EASEMENTS

There are no known existing easements on the property. Stormwater easements will be dedicated on certain lots to benefit the Homeowners Association and the Town.

SECTION 7 – LICENSED PROFESSIONALS

The plans and applications were prepared by DM Roma Consulting Engineers. Dustin Roma is a Maine Licensed Professional Engineer PE#12131. Land surveying services are provided by Wayne T. Wood and Company. Soils analysis and wetland delineation was performed by Mark Cenci.

SECTION 8 – TECHNICAL ABILITY

The design professionals indicated in Section 7 above have been performing similar consulting and design work in Southern Maine for many years, including many projects in Windham and the surrounding communities.

SECTION 9 – UTILITIES

The project will be served by private on-site wells, private on-site wastewater disposal systems and underground electrical & data utilities.

SECTION 10 – WATER SUPPLY AND SEWAGE DISPOSAL

Thirteen of the proposed lots will have public water service from the Portland Water District. The two lots on Pope Road will require on-site wells. All proposed lots will require on-site individual wastewater disposal systems. Test pits have been conducted on each of the proposed lots by a licensed site evaluator and were found to be suitable for septic systems.

SECTION 11 – SOLID WASTES

The residential lots will utilize the Town's curbside trash collection program to dispose of solid wastes.

SECTION 12 – VEHICLE TRAFFIC

Vehicle sight distance at the proposed roadway intersection is 535 feet looking right and 465 feet looking left, which meets the Town's standards for the posted speed limit of 35 mph on Albion Road. According to the Institute of Transportation Engineers Trip Generation Manual, 9th edition, the proposed 15 residential lots are expected to generate 15 peak hour trip-ends. The proposed roadway has access from existing paved

Town roads. The proposed driveways for the 5 lots that will access the existing Town roads have been designed to maximize the vehicle sight distance. A shared driveway is proposed for two lots on Albion Road due to sight distance limitations and to minimize wetland impacts.

SECTION 13 – UNIQUE NATURAL AREAS

There are no known unique natural areas within the project vicinity.

SECTION 14 – STORMWATER MANAGEMENT

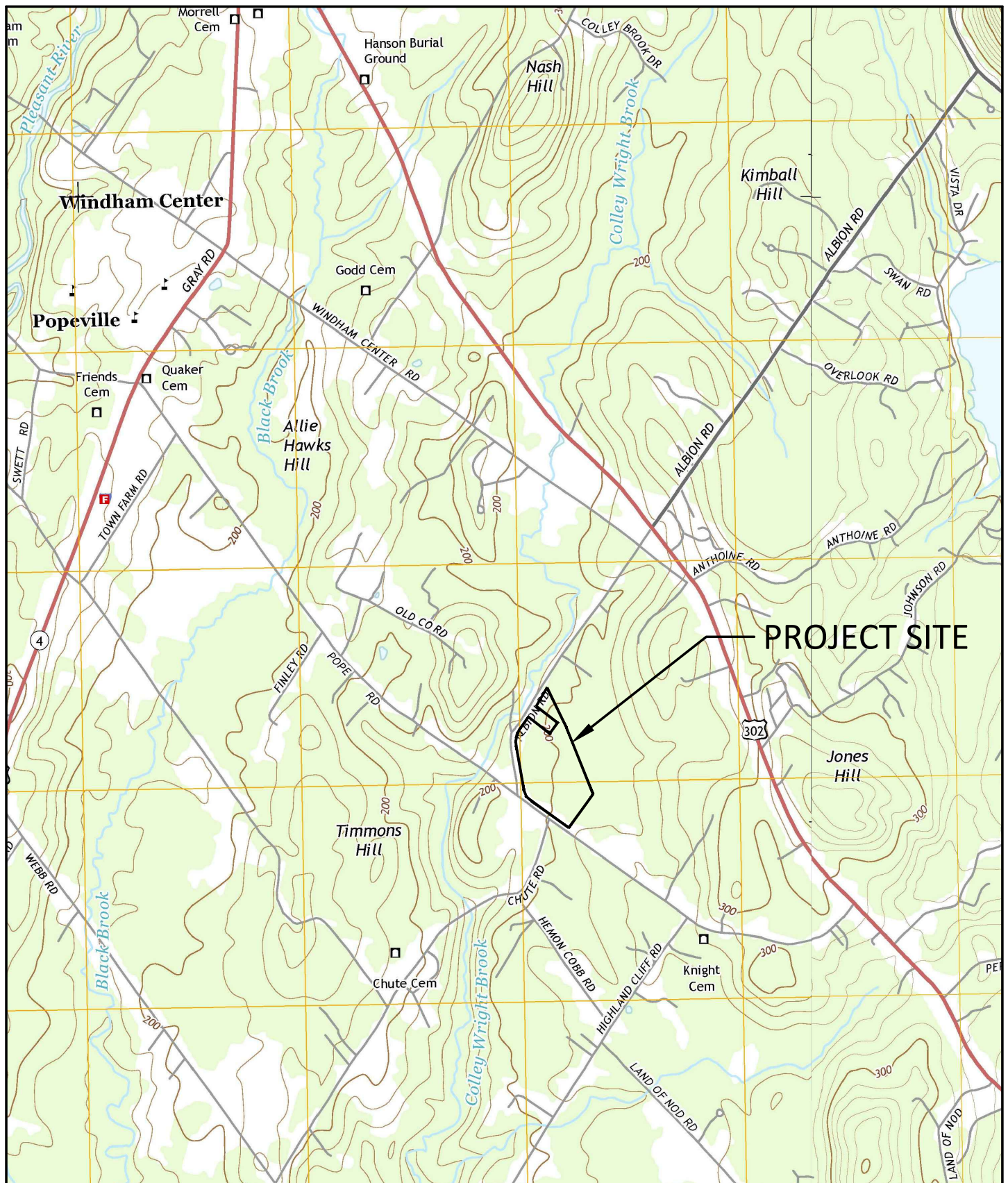
A stormwater management report and stormwater maintenance plan is included as an attachment.

SECTION 15 – FINANCIAL CAPACITY

The expected construction costs to complete the project are as follows:

• Clear and grub roadway areas	\$20,000
• Construct gravel roadways	\$45,000
• Ledge Blasting	\$30,000
• Bituminous Pavement	\$35,000
• Water main & Hydrants	\$60,000
• Electrical Conduit & Risers	\$18,000
• Stormwater BMPs	\$15,000
• Roadway Monuments	\$2,500
 Total Construction Costs	 \$225,500

A letter indicating the ability to fund the project will be submitted with the final plan.



SITE LOCATION MAP

RUBY MEADOWS SUBDIVISION
WINDHAM, MAINE

FOR:
RUBY MEADOWS, LLC
28 WEARE ROAD
SEABROOK, NH 03874

SCALE: 1"=40'
DATE: 06/14/2018
JOB NUMBER: 18026

DM ROMA

CONSULTING ENGINEERS

P.O. BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506

DEED OF DISTRIBUTION BY PERSONAL REPRESENTATIVE (Testate)

gre04048-dd2.wpd
FD 073103 PD 5/12/04

Statutory Short Forms Deeds Act - 33 MRSA §761 et seq.

Shirley A. Littlefield, of the Town of Raymond, County of Cumberland and State of Maine, whose mailing address is P. O. Box 446, Raymond ME 04071, duly appointed and acting Personal Representative of the **Estate of Walter B. Greenlaw**, who died testate on February 28, 2004, and whose Last Will and Testament was duly admitted to probate in the Probate Court for Cumberland County, State of Maine, Docket Number 2004-570, by the power conferred by law, and every other power, in distribution of the Estate, grants to **Shirley A. Littlefield**, of the Town of Raymond, County of Cumberland and State of Maine, whose mailing address is P. O. Box 446, Raymond ME 04071, being the person entitled to distribution, the real property in the Town of **Windham**, County of Cumberland and State of Maine, described on the attached Exhibit A, incorporated herein by reference.

Witness my hand and seal this date: May 12, 2004.

ESTATE OF WALTER B. GREENLAW

By: Shirley A. Littlefield
Shirley A. Littlefield
Personal Representative

Witness

STATE OF MAINE
CUMBERLAND, ss.

Date: May 12, 2004

Then personally appeared the above named SHIRLEY A. LITTLEFIELD in her capacity as Personal Representative of the Estate of Walter B. Greenlaw, and acknowledged the foregoing instrument to be her free act and deed; and further, being first duly sworn, states that the statement regarding subdivision law is true to the best of her knowledge and belief. BEFORE ME,

Julie Pease Galipeau
Julie Pease Galipeau
Notary Public

Comm. Exp.: 5/24/2004

5/24/2011

JP

Exhibit A

51 Pope Road, Windham

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

A certain lot or parcel of land bounded on the North by land of Charles Sawyer, East by land of Edith Brackett and Albert Waterhouse, South by Pope Road, West by Albion Road, containing one hundred nineteen (119) acres more or less. Buildings thereon. Subject to easement of Portland Pipe Line Company recorded in Cumberland County Registry of Deeds in Book 1646 at Page 151, and easement deeded Portland Pipe Line company by Inhabitants of the Town of Windham, dated December 18, 1953.

Excepting from the herein-described parcel, that parcel of land distributed to Herbert H. Foss, Sr., by Shirley L. Littlefield, Personal Representative of the Estate of Walter B. Greenlaw, pursuant to Deed of Distribution by Personal Representative (Testate) dated April 28, 2004 and recorded in Cumberland County Registry of Deeds in Book 21207, Page 113.

Being a portion of the parcel conveyed to Walter B. Greenlaw and Ruby E. Greenlaw, as joint tenants, by quit-claim deed from the Inhabitants of the Town of Windham, dated January 15, 1954 and recorded in Cumberland County Registry of Deeds in Book 2169, Page 6. Ruby E. Greenlaw deceased on December 12, 2000 leaving Walter B. Greenlaw as sole surviving joint tenant.

Received
Recorded Register of Deeds
Jun 01, 2004 01:14:57P
Cumberland County
John B O'Brien

**MAINE**

Department of the Secretary of State

Bureau of Corporations, Elections and Commissions

Corporate Name Search**Information Summary**[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Mon Jun 18 2018 09:22:52. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
RUBY MEADOWS LLC.	20185155DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
03/26/2018	N/A	MAINE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

ATTY HYLIE WEST
15 BELVIDERE ROAD
DAMARISCOTTA, ME 04543

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Click on a link to obtain additional information.

List of Filings

[View list of filings](#)**Obtain additional information:**Certificate of Existence [\(more info\)](#)

Short Form without amendments (\$30.00)	Long Form with amendments (\$30.00)
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You will need Adobe Acrobat version 3.0 or higher in order to view PDF files. If you encounter problems, visit the [troubleshooting page](#).



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

March 25, 2018

Offer Date

3/27/18

Effective Date

Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Great Lots of Maine LLC

("Buyer") and

Shirley A. Littfield, Sherry H. Littlefield

("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth. Seller agrees to sell and Buyer agrees to buy ☐ all ☒ part of (if "part of" see para. 22 for explanation) the property situated in municipality of Windham, County of Cumberland, State of Maine, located at 0 Pope & Albion Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 31910, Page(s) 207.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of [REDACTED]. Buyer ☐ has delivered; or ☒ will deliver to the Agency within 2 days of the Effective Date, a deposit of earnest money in the amount \$500.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ [REDACTED] will be delivered directly to sellers on the 1st day of each month. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

4. ESCROW AGENT/ACCEPTANCE: TMREN ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 28, 2018 (date) 5:00 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

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

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 continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at 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, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	buyer	buyer
2. SOILS TEST Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	buyer	buyer
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	buyer	buyer
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
6. UTILITIES Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	buyer	buyer
7. WATER Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	buyer	buyer
8. SUB-DIVISION APPROVAL Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	buyer	buyer
9. DEP/LURC APPROVALS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	buyer	buyer
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>21</u> days	buyer	buyer
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
17. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		

* If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within 0 days. ☐ Yes ☒ No

Further specifications regarding any of the above: none

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.

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 5 days. If such 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 returned to Buyer.
- ☐ is subject to financing as follows:
- Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
 - Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ 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 and Buyer's licensee.
 - 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 _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-paid, points and/or closing costs, but no more than allowable by Buyer's lender.
 - 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 and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

Cathy Manchester (003471) of Keller Williams Realty (2008)
Licensee MLS ID Agency MLS ID
is a ☒ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker
Tammy Caron (007603) of The Maine Real Estate Network (2699)
Licensee MLS ID Agency MLS ID
is a ☐ Seller Agent ☒ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

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

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

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

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

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

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

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

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

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

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

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

22. OTHER CONDITIONS: Property shall be sold with a 60' right of way as agreed to by buyer & seller prior to closing. Buyer shall pay a non-refundable \$1,500 earnest money deposit directly to the sellers on the 1st of every month prior to closing. Money shall be credited to purchase price at closing.

23. GENERAL PROVISIONS:

- 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.
- 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.
- Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. ADDENDA: ☒ Yes Explain: Map and Addendum 1 ☐ No
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 28 Weare Rd, Seabrook, NH 03874-4152

BUYER Great Lots of Maine LLC DATE 3/27/18 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.

Seller's Mailing address is

Shirley A. Littlefield DATE 3/27/18 Shirley H. Littlefield DATE 3/27/18
SELLER Shirley A. Littlefield SELLER Shirley H. Littlefield

COUNTER-OFFER

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

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

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION:

The time for the performance of this Agreement is extended until _____ DATE _____

SELLER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ BUYER _____ DATE _____



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Page 4 of 4 - P&S-LO

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Pope/Albion Rd



ADDENDUM 1 TO AGREEMENT

Addendum to contract dated March 25, 2018
between Shirley A. Littfield, Sherry H. Littlefield (hereinafter "Seller")
and Great Lots of Maine LLC (hereinafter "Buyer")
property 0 Pope & Albion Road, Windham,

1. Earnest money shall be non-refundable. Seller and Buyer agree on a map showing land to be transferred within 21 days.
2. Lot is described as depicted on attached map, Final Major Subdivision Plan of Ruby Meadows Subdivision Phase I and II prepared for Shirley A. Littlefield, Project No. 04290. Seller shall benefit from a 50' easement as depicted.
3. ^{Revised (2018)} Buyer returns the right to purchase the additional land as depicted in striped green on attached map for \$10,000 prior to closing.

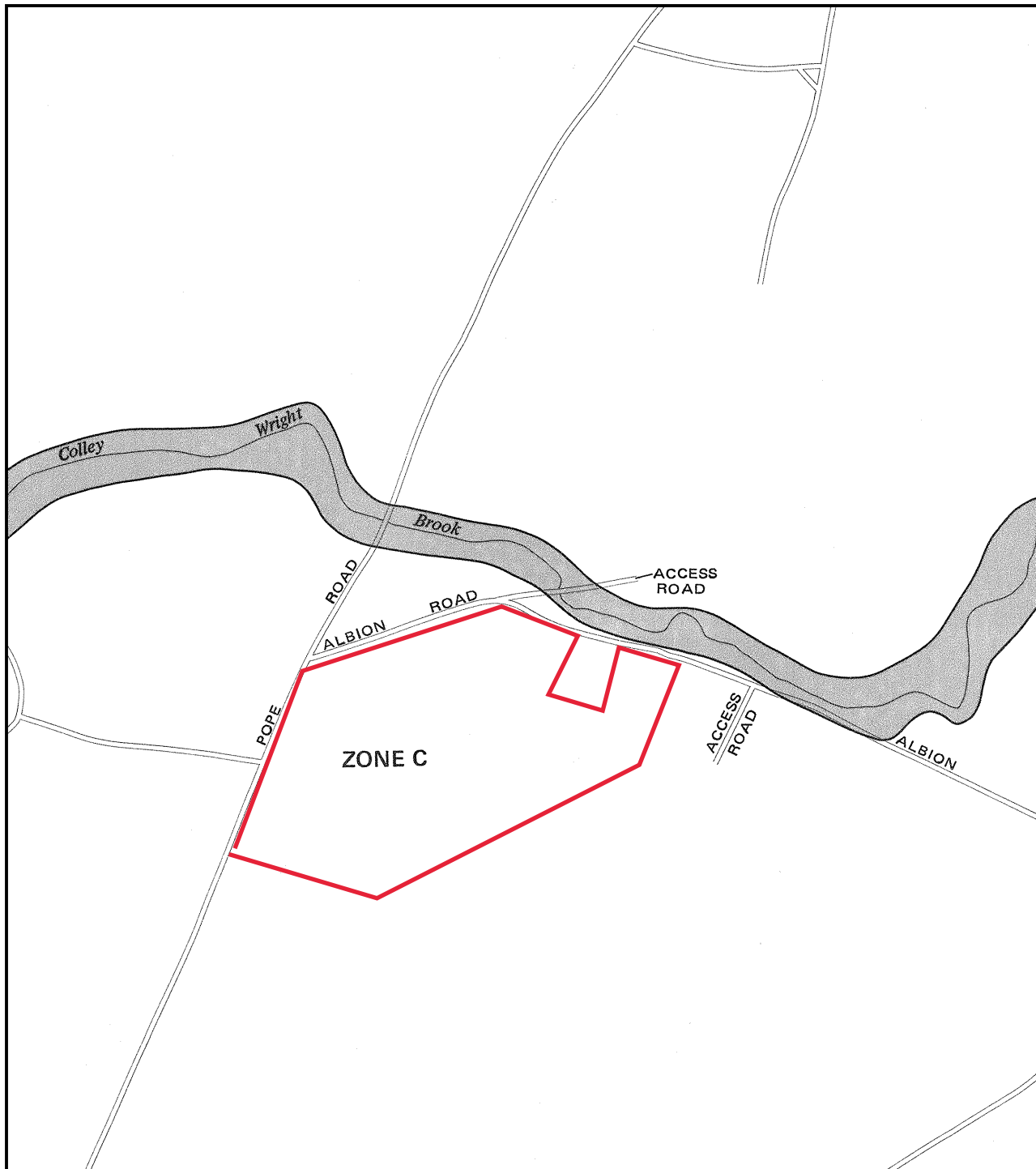
Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Great Lots of Maine LLC 3/27/18
Buyer Date

Buyer Date

Shirley A. Littlefield 3/27/18
Seller Date
Shirley A. Littfield

Sherry H. Littlefield 3/27/18
Seller Date
Sherry H. Littlefield



APPROXIMATE SCALE

800 0 800 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
WINDHAM, MAINE
CUMBERLAND COUNTY

PANEL 30 OF 35
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
230189 0030 B

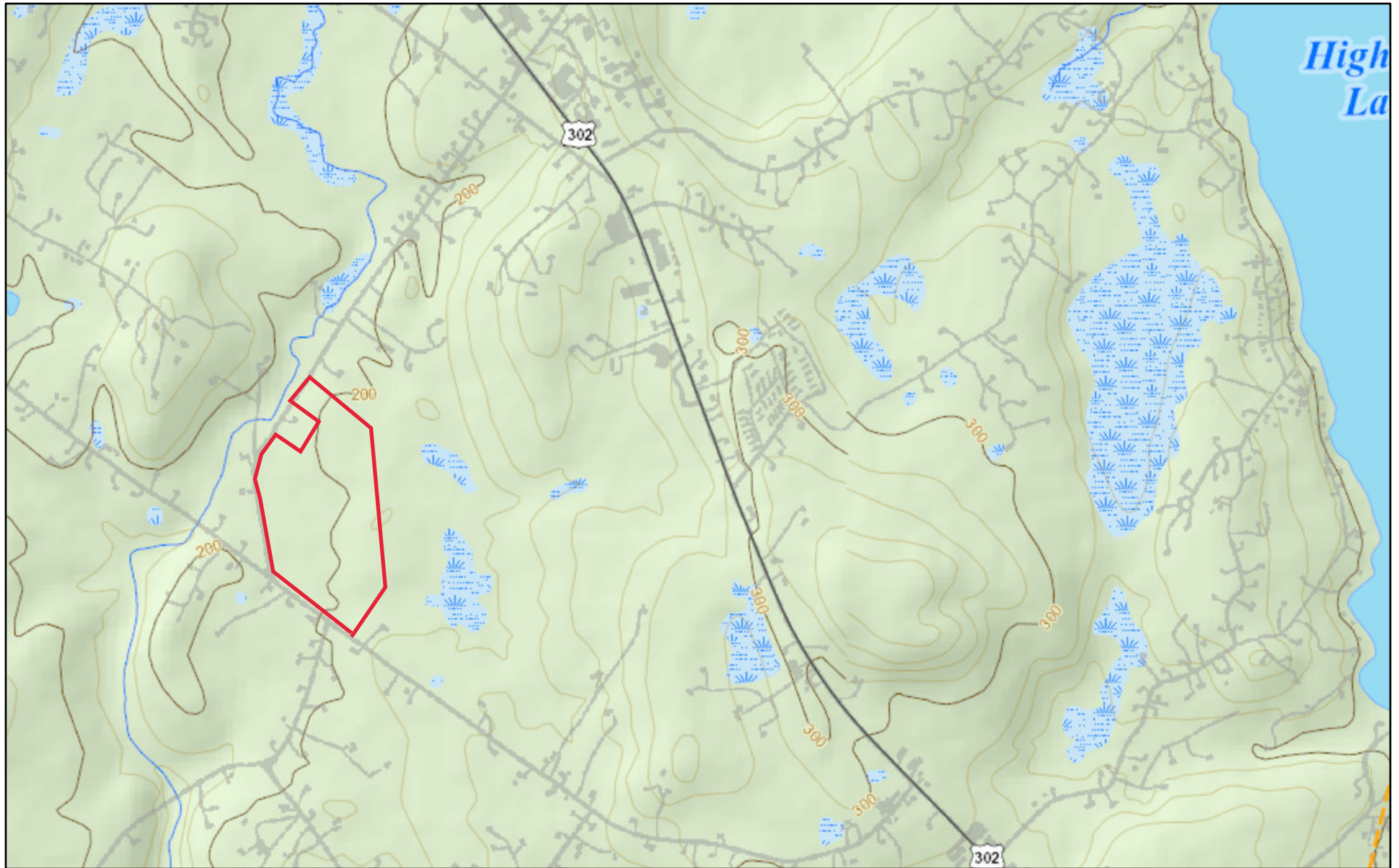
EFFECTIVE DATE:
SEPTEMBER 2, 1981



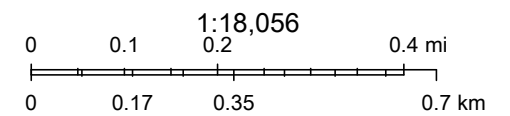
federal emergency management agency
federal insurance administration

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Beginning With Habitat



June 18, 2018



From: Brian Johnson
To: ["Jayson Haskell"](#)
Cc: ["Dustin Roma"](#)
Subject: RE: Ruby Meadows - PWD Design Review and Ability to Serve (SR:422492)
Date: Monday, June 18, 2018 7:31:37 AM

Jayson,

Thank you for the information and your request for an Ability to Serve Letter for Rudy Meadows - Windham.

Portland Water District – MEANS Group will review the information and get back to you with any questions and/ or comments about the project.

Once all PWD requirements have been met an Ability to Serve Determination letter will be issued.

Have a great day,

Brian Johnson

MEANS Group

Main Extensions and New Services

Portland Water District

225 Douglass Street

Portland, ME 04104-3553

P:(207)774-5961 Ext. 3199

F:(207)761-8307

MEANS@pwd.org

Brian Johnson
Asset Management Technician
Portland Water District
Phone: 207-774-5961 x3947
E-mail: brianjohnson@pwd.org
<http://www.pwd.org>

From: Jayson Haskell [<mailto:jayson@dmroma.com>]
Sent: Friday, June 15, 2018 3:00 PM
To: AMaP MEANS <means@pwd.org>
Cc: 'Dustin Roma' <dustin@dmroma.com>
Subject: Ruby Meadows - PWD Design Review and Ability to Serve

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Our clients Ruby Meadows, LLC is proposing a 15 lot single family residential subdivision on a 29.6 acre parcel at the intersection of Albion Road and Pope Road in Windham. The construction will consist of a 1,000 linear foot private road, utilities and stormwater infrastructure.

13 of the 15 lots are being proposed to be served by the existing main in Albion Road. We understand that the main ends in Albion Road and does not extend into Pope Road which is why the two lots along Pope Road will be on individual wells. Three of the lots will have individual taps off the existing main with one of the lots requiring a meter pit due to the location of the building window. The remaining 10 lots that have frontage off of the private road will be served by a proposed 8" water main providing both domestic services to the lots and a fire hydrant located at approx. station 5+00. After the hydrant, we are proposing to reduce the main to a 4" with your approval.

Please find the attached Plan and Profile sheet of the private road design and a lot development plan with potential build outs. Once you have a chance to review the attached plans and the fixture count estimate, please let us know if you have any questions or comments on the proposed design. Eventually we will need an Ability to Serve letter which will need to be submitted to the Town of Windham. As always thank you for your time. Talk soon.

Jay

Jayson R. Haskell, P.E.

Southern Maine Regional Manager



Mailing Address:

Office Location:

P.O. Box 1116

2 Main Street, Suite 18-128

Windham, ME 04062

Biddeford, ME 04005

Phone: (207) 229-3295