



**Town of Windham
Sketch Plan – Major Site Plan**

For :

**Copart Automobile Auction Facility
at Quarry Ridge Business Park
14 Bedrock Terrace
Windham, Maine 04062**

Prepared for:

**Copart of Connecticut, LLC
14185 Dallas Parkway, Suite 300
Dallas, Texas 75254**

Prepared by:

**Sebago Technics, Inc.
75 John Roberts Road, Suite 4A
South Portland, Maine 04106**

October 2018

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(15) Copies Text and Plans



October 1, 2018
14135

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

Sketch Plan Site Review

Phase II, Automobile Auction Facility by Copart of Connecticut, Inc.

and

Amended Subdivision Review – Quarry Ridge Business Park

Assessor Parcels: Map 21, Lots p/o 15, 15-5, 15-6, 15-7

Dear Chair Douglass and Planning Board members:

On behalf of Copart of Connecticut Inc., we have prepared the following Planning Board Site Plan-Sketch application for the proposed site development and a Subdivision-Sketch Plan application for the proposed amendments to the overall lot configuration at the Quarry Ridge Business Park for consideration. The site is accessed from Bedrock Terrace in the Town of Windham and no extension or change to the existing access road is proposed. Copart of Connecticut Inc. proposes to construct a new automobile auction facility on 42 acres± at Quarry Ridge Business Park. The project will fall under the *auction facility* use as allowed in the Enterprise Development District. Sebago Technics is providing civil, surveying, environmental, transportation/traffic analysis, local/state/federal permitting services for the proposed Site Plan and Amended Subdivision applications. S.W. Cole is performing the geotechnical investigation and the report will be provided to the Town during the final site application review.

The applicant recently received staff review approval for the temporary auction facility (Phase I) for 2018/2019 winter use on Lots 5, 6 and 7 of the Quarry Ridge Business Park. The development site for these applications includes the aforementioned Lots 5, 6 and 7 in the Quarry Ridge Business Park (QRBP) and adjacent acreage (p/o Map 21/Lot 15) that is also under option by the applicant. Copart intends to amend the existing Quarry Ridge Business Park (subdivision) by adding 31.77 acres to the three lots in the Business Park, thus creating a single large lot (42 acres) for the auction facility development by Copart as shown on the enclosed Site Plans and the Amended Overall Quarry Ridge Subdivision Plan.

Approximately 75% of the land area will be developed as an automobile auction facility and will require local Subdivision Amendment and Site Plan review. Also, a Maine Department of Environmental Protection (MDEP) DEP Site Location of Development Amendment (SLODA) application will need to be filed for the proposed changes at the site. The SLODA includes stormwater management review in accordance with MDEP Chapter 500-Stormwater Law and the application will also include a Maine Construction General Permit Notice of Intent. The following

narrative provides an overview of the Copart Phase II project design/facility components for this Sketch –Site Plan application and Sketch – Subdivision Application.

Project Site:

Historically, parcel areas were utilized for gravel extraction by R.J. Grondin and Sons and resulting topography across the development is generally flat. The majority of the site has been disturbed as part of the previous extraction use. Natural resources will not be disturbed as part of the proposed development on this site. We make note of the small portion of the proposed expanded Quarry Ridge Business Park lot of Copart along the southerly property line that is located within a FEMA flood hazard area and contains freshwater, forested wetland at the southeasterly corner of the parcel. No impact to the wetland or work within the FEMA flood area is anticipated or proposed as part of the final site development plan.

The project parcel is identified in the Town's Accessor database as Lots 15-5, 15-6, 15-7 and 24 on Map 21. Lots 15-5, 15-6, 15-7 are located wholly within the *Enterprise Development District*, whereas Lot 24 is located in both the *Enterprise Development District* and *Farm District*. Land areas of Lot 24 are primarily within the *Enterprise Development District* to the north, while land areas to the south (8.92 acres) are within the *Farm District*. Enclosed site plans depict the zoning boundary that bisects the site. An auction facility is not an approved use in the *Farm District*, however the facility will be extended up to 50 feet into the more restrictive district as allowed in Section 404 of the Windham Land Use Ordinance.

A portion of Lot 24 also falls within the Resource Protection District that is associated with the large freshwater, forested wetland at the southeasterly corner of the parcel. The wetland complex is also identified as Wading Bird Habitat by MDEP and Maine Department Inland Fisheries and Wildlife (IF&W). Development of the auction facility will extend into areas of the Resource Protection District that were previously altered for gravel extraction activities. There will be no tree clearing within the Resource Protection District. MDEP and IF&W have agreed to allow development in areas disturbed during gravel pit operations as long as no additional area within the buffer is disturbed.

Regulatory History:

The site originally received a MDEP SLODA permit in 1993 (#L-18029-39-L-N) for the gravel pit. In 2003, the Town of Windham and MDEP approved Quarry Ridge Business Park, a 4-lot commercial/light industrial subdivision. Between 2003 and 2005, the business park received local and MDEP approvals for Phases 1A and 1B to further subdivide land into a 12-lot commercial/ light industrial business park. Lots were permitted with an assumed allowable impervious area based on 75% of lot coverage. Lots 5, 6 and 7 were permitted with 2.31 acres, 2.20 acres and 1.99 acres of impervious area respectively. Additionally, approvals required that surface runoff from the developed lots be directed to wet ponds for stormwater quantity and quality. In 2006, the overall size of Lot 2 was increased by reducing the size of Lot 5. In doing so, the allowable impervious area of Lot 2 was increased from 3.0 acres to 4.6 acres. Additionally, the allowable impervious area of Lot 5 was reduced from 2.31 acres to 1.46 acres.

The addition of a portion of Lot 24 and the combining of lots will affect allowable impervious area. Disturbed surfaces will be graded to direct runoff to stormwater BMPs for water quality and quantity in general conformance with provisions of MDEP Chapter 500 Stormwater Law. Specifics of the drainage and a Stormwater Management Plan will be submitted as part of the Final Site Plan review application.

Development Program:

The development is proposed to include large gravel pads for temporary automobile storage for auction, a 7,200 square foot± office/warehouse building and perimeter fencing enclosing the auction facility. Additional site improvements will include the extension of potable water and fire protection service to the new building from an existing 8-inch diameter main located in Bedrock Terrace, installation of a new on-site subsurface wastewater disposal system (septic), landscaping, lighting and other associated site improvements. Preliminary design locations of the improvements are shown on the enclosed site plans. The proposed development is not relevant to the proposed subdivision amendment and will not be included on the subdivision sketch or future final subdivision plan. The subdivision plan will be created in accordance with Town standards.

Proposed site improvements will generally adhere to the dimensional standards defined in the Town of Windham's Land Use Ordinance for the Enterprise Development District and will be designed and developed in accordance with the provisions of the Site Plan Review (Section 800) and Subdivision (Section 900) of the Town of Windham Land Use Ordinance. The gravel pads are designed so that the impervious area created on individual lots (previously permitted as 5, 6 and 7) is less than or equal to the maximum allowable limit by Maine DEP and local requirements for 75% coverage. Additionally, stormwater from proposed site development surfaces will be managed for general conformance with previous approvals and the stormwater program will be updated to meet all applicable local and state stormwater design standards.

Schedule:

Site construction is expected to commence in spring of 2019 upon receipt of state and local approvals for the Site Plan and Subdivision amendment. Copart of Connecticut Inc. is hopeful to complete the permitting process through the Town during the 2018-2019 winter to allow for a spring start and use of the facility by summer/early autumn 2019. The previous approval for the temporary automobile storage on the three existing subdivision lots allows Copart limited operations this coming winter while the larger, overall facility is being fully permitted.

Future Development:

Future development is not under consideration at this time.

Traffic:

A traffic analysis will be performed by the Sebago Technics to evaluate peak trips. The traffic analysis will be presented to the Board during the Final Site Plan review. Traffic analysis is not required for Subdivision review.

Waivers:

No waivers from Chapter 800 – Site Plan and Chapter 900-Subdivision submittal and standards are requested or anticipated as part of the Planning Board review of the accompanying submittal packages.

Closure:

On behalf of Copart of Connecticut Inc., we look forward to working with the Planning Board to permit this project. I look forward to meeting with the Board to discuss both Sketch Plan applications at your next scheduled Planning Board meeting.

SEBAGO TECHNICS, INC.

Sincerely,

A handwritten signature in cursive script that reads "Craig Burgess".

Craig A. Burgess, P.E.
Project Manager

CAB/skn/lhg

From: "Thomas Smith (Property Manager)" <Thomas.Smith3@Copart.Com>
Date: October 1, 2018 at 1:33:04 PM EDT
To: Craig Burgess <cburgess@sebagotechnics.com>
Subject: Re: Copart - Town Application

Craig,

You are approved to act as agent for the submission of sketch plan for Copart on Bedrock Terrace in Windham ME.

I will be back with you shortly after I review the application which I am doing presently

Thomas Smith (Property Manager)

Property Manager

Copart

14185 Dallas Parkway, Ste 300

Dallas, TX 75254

(412) 953-5608 Office

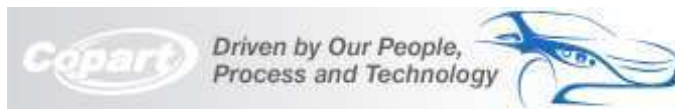


Exhibit 1

Application Form

TOWN OF WINDHAM MAJOR & MINOR SITE PLAN APPLICATION

Sketch Plan

(Section 811 – Site Plan Review, Submission Requirements)

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

- The required application and review escrow fees,
- Five (5) 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 811 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.
- 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 811 of the Land Use Ordinance

The submission deadline for Sketch plans is three (3) weeks before the Planning Board or Staff Review Committee 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
Amanda Lessard, Planner	allessard@windhammaine.us
Ben Smith, Planning Director	bwsmith@windhammaine.us

Sketch Plan - Minor & Major Site Plan

Project Name: Copart Windham Facility

Tax Map: 21 **Lot:** 15-5, 15-6, 15-7, p/o 15

Estimated square footage of building(s): 7,200 SF

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

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

Contact Information

1. Applicant

Name: Copart of Connecticut, LLC c/o Thomas Smith, Property Manager

Mailing Address: 14185 Dallas Parkway, Suite 300, Dallas, TX 75754

Telephone: (412) 953-5608 **Fax:** **E-mail:** Thomas.Smith3@Copart.Com

2. Record owner of property

(Check here if same as applicant)

Name: RJGF, LLC

Mailing Address: c/o Robert Grondin, PO Box 869, Raymond, ME 04071

Telephone: (207) 749-6691 **Fax:** **E-mail:** k.grondin@grondincorporation.com

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

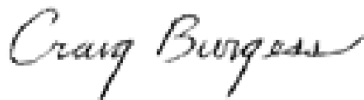
Name: Craig Burgess, P.E.

Company Name: Sebago Technics, Inc.

Mailing Address: 75 John Roberts Road, Suite 4A, South Portland, ME 04106

Telephone: (207) 200-2081 **Fax:** (207) 856-2206 **E-mail:** cburgess@sebagotechnics.com

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



10/01/2018

Signature

Date

Sketch Plan - Minor & Major Site Plan: Submission Requirements		Applicant	Staff
a.	Complete Sketch Plan Application form	X	
b.	Project Narrative	X	
	conditions of the site		
	proposed use		
	constraints/opportunities of site	↓	
	identify if any of the following will be completed as part of the Final Plan		
	traffic study	X	
	utility study	n/a	
	market study	n/a	
c.	Name, address, phone for record owner and applicant	X	
d.	Names and addresses of all consultants working on the project	X	
e.	Evidence of right, title, or interest in the property	X	
f.	Evidence of payment of Sketch Plan fees and escrow deposit	X	
g.	Any anticipated waiver requests (Section 808)	n/a	
	Waivers from Submission Criteria in Section 811 of the Land Use Ordinance.	n/a	
	If yes, submit letter with the waivers being requested, along with reasons for each waiver request.		
	Waivers from Subdivision Performance Standards in Section 812 of the Land Use Ordinance.	n/a	
	If yes, submit letter with the waivers being requested, along with a completed "Performance and Design Standards Waiver Request" form.		
h.	Plan Requirements		
	Please note: the Sketch Plan does not need to be surveyed. However, if it is surveyed, please refer to the GIS requirements for Final Plan review. It may be in the applicant's interest to obtain the required GIS data while the surveyor is on site.		
1	Name of subdivision, north arrow, date and scale (not more than 100 ft: 1in)	X	
2	Boundary of the parcel	X	
3	Relationship of the site to the surrounding area	X	
4	Topography of the site at an appropriate contour interval (10' contours generally adequate)	X	
5	Approximate size and location of natural features of the site, including wetlands, streams, ponds, floodplains, groundwater aquifers, significant wildlife habitats and fisheries, or other important natural features. If none, so state.	X	
6	Existing buildings, structures, or other improvements on the site	X	
7	Existing restrictions or easements on the site. If none, so state.	X	
8	Approximate location and size of existing utilities or improvements servicing the site. If none, so state.	X	
9	Class D medium intensity soil survey	X	
10	Location and size of proposed building, structures, access drives, parking areas, and other development features.	X	
Electronic Submission			

Exhibit 2

Consultant List

Consultant List

Civil, Survey, Soils, Traffic, Environmental

Sebago Technics, Inc.
75 John Roberts Road, Suite 4A
South Portland, ME 04106
Contact: Craig Burgess, P.E.
(207) 200-2081
cburgess@sebagotechnics.com

Geotechnical

S.W. Cole Engineering, Inc.
286 Portland Road
Gray, ME 04039
Contact: Paul Kohler, P.E.
(207) 657-2866

Exhibit 3

Waiver Requests

03: Waivers

No waivers from performance or design standards are proposed or anticipated as part the Copart Site Plan Review.

Exhibit 4

Abutter List

Map 21, Lot 15-1
SF Limited Liability Company
39 Enterprise Drive, Suite 2
Windham, ME 04062

Map 21, Lot 15-2
Genest Concrete Works, Inc.
PO Box 151
Sanford, ME 04073

Map 21, Lot 15-3
Enterprise Lot 3, LLC
824 Roosevelt Trail #263
Windham, ME 04062

Map 21/Lots 15, 15-8, 15-9, 15-10, 15-11
RJGF LLC
c/o Robert Grondin
PO Box 869
Raymond, ME 04071

Map 21, Lot 27
Heirs of John Phinney
16 Overlook Drive
Gorham, ME 04038

Map 21, Lot 19-A-1
Windham Hotel Holdings, LLC
PO Box 407
Moody, ME 04054

Map 21, Lot 19C
S.D. Warren Co.
PO Box 5000
Westbrook, ME 04098

Map 21/Lots 15-4
Lakes Region Self Storage
of Windham, LLC
22 Hedgerow Drive
Cumberland, ME 04021

Map 21, Lot 24
Rosaline C. Gordon Trust
Rosalie C. Gordon, Trustee
73 Richards Road
Windham, ME 04062

Map 21, Lot 24C
Tha Kim & Malay Chhoeun
58 Richards Road
Windham, ME 04062

Map 21, Lot 19
Town of Windham
8 School Road
Windham, ME 04062

LOCUS

Map 21/Lots 15-5, 15-6, 15-7, p/o 15
RJGF LLC
c/o Robert Grondin
PO Box 869
Raymond, ME 04071

Exhibit 5

Right, Title, Interest

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**"), is entered into to be effective as of the Effective Date (defined below), by and between RJGF, LLC, a Maine limited liability company (the "**Seller**") and COPART OF CONNECTICUT, INC., a Connecticut corporation ("**Purchaser**").

ARTICLE 1

Agreement to Sell and Purchase

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the following defined Land, Appurtenances, Improvements, Entitlements and Easements are collectively called the "**Property**":

1.1 That property being approximately 42 acres more or less of land (the "**Land**") of that certain real property located at 14 Bedrock Terrace, Windham, Cumberland County, Maine 04062, identified as being all or portions of Cumberland County Tax Parcel Nos. 021015000000, 021015005000, 021015006000 and 021015007000, and being more particularly depicted on **Exhibit A** attached hereto and made a part hereof, together with all interest of Seller in any and all easements or rights benefiting the Land or other appurtenances to the Land (the "**Appurtenances**"); the description of the Land and Easements (defined below) contained on **Exhibit A** attached hereto shall be updated after the Survey is finalized;

1.2 All, if any, buildings, structures, fixtures, and other improvements of any and every nature located on the Land ("**Improvements**"); and

1.3 All of the right, title, interest, powers, privileges, benefits, and options of Seller, or otherwise accruing to the owner of the Land, Appurtenances or Improvements, in and to the following, to the extent the same are in existence, relate to the Land, Appurtenances or Improvements, and are assignable (a) any impact fee credits with, or impact fee payments to, any county or municipality in which the Land is located arising from any construction of improvements, or dedication or contribution of property, by Seller, or its predecessor in title or interest, related to the Land; (b) any development rights, allocations of development density or other similar rights allocated to or attributable to the Land or the Improvements; and (c) any utility capacity allocated to or attributable to the Land or the Improvements, whether the matters described in the preceding clauses (a), (b) and (c) arise under or pursuant to governmental requirements, administrative or formal action by governmental authorities, or agreement with governmental authorities or third parties ("**Entitlements**").

1.4 A grading control easement ("**Grading Control Easement**"), as described and shown on **Exhibit A** attached hereto, and all necessary perpetual exclusive easements and rights of ways for unrestricted access, and extension of utilities and services to the Land, which shall be identified and described by Seller, and approved by Purchaser (including the form and substance of the grant document), prior to the expiration of the Feasibility Study Period (defined below), and are collectively referred to herein as the (collectively with the Grading Control Easement, the "**Easements**"). If after Closing Purchaser's development of the Land for its intended use should require additional easements or rights of way to satisfy the development requirements from governmental entities having applicable jurisdiction, and notice of such requirement is delivered to Seller within 12 months of the Closing, Seller shall, at no additional cost or expense to Purchaser, grant to, or cause to be granted to, Purchaser such easements or rights of way in, on and through portions of real property not included in the Land, necessary to satisfy such governmental requirement. The requirements of this Section shall survive Closing for a period of 24 months. Purchaser shall prepare the Grading Control Easement agreement to be recorded in

the public record at closing and deliver same to Seller for review and approval before the end of the Feasibility Study Period (defined below), which at a minimum will define the easement area and the specifications listed on Exhibit A attached hereto, and provide that Seller will be required to maintain the easement area to these specifications at its sole cost and expense, and will not develop same for uses inconsistent with the purpose of the Grading Control Easement.

ARTICLE 2

Purchase Price

2.1 The purchase price ("**Purchase Price**") for the Property shall be [REDACTED].

2.2 The Purchase Price shall be payable as follows:

a. Within 5 Business Days (as hereinafter defined) of the Effective Date of this Agreement, Purchaser shall deposit with the Escrow Agent identified below in Section 9.6 ("**Escrow Agent**"), the sum of [REDACTED], which shall be held in trust as earnest money ("**Earnest Money**") to be credited against the Purchase Price at Closing. All Earnest Money deposits tendered pursuant to this Agreement shall be held and applied in accordance with the terms of this Agreement. Subject to the subsequent sentences of this Section, all Earnest Money shall be refundable through and to the end of the Feasibility Study Period as provided for in Article 5 herein, and thereafter shall be considered nonrefundable unless Seller defaults, whereupon Purchaser may pursue its remedies pursuant to Section 9.1. Notwithstanding anything in this Agreement to the contrary, \$[REDACTED] of the Earnest Money is delivered to Escrow Agent for delivery by Escrow Agent to Seller as "**Independent Contract Consideration**" (herein so called), and the Earnest Money is reduced by the amount of the Independent Contract Consideration, which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement. The Independent Contract Consideration is in addition to and independent of all other consideration provided for in this Agreement and is non-refundable in all events; and

b. The balance shall be paid by Purchaser at Closing, defined below, by cash, wire transfer, certified check, or other immediately available funds.

ARTICLE 3

Representations and Warranties of Seller; Seller Indemnification

3.1 **Seller Representations and Warranties.** Seller represents and warrants, to and with Purchaser, knowing that Purchaser is relying on each such representation that:

a. Seller has the full right and power to enter into this Agreement and to consummate the transaction contemplated hereby in accordance with the terms hereof.

b. Seller has, and at Closing will deliver to Purchaser, good and marketable title in accordance with the Standards of Title adopted by the Maine Bar Association, to the Property, subject only, if at all, to the liens and security interests securing loans to Seller that will be paid in full, satisfied, and canceled at Closing and easements of record.

c. Seller has the sole right to possession of the Property, and there will be no tenants or other parties that will have the right to possess or the right to purchase all or any portion of the Property at or beyond the Closing Date, nor any leases or licenses, recorded or unrecorded, affecting the Property.

d. Seller has not entered, and will not enter, into any outstanding agreements of sale (other than this Agreement), leases, options, or other rights of third parties to acquire an interest in the Property.

e. No work is in progress by Seller, which might give rise to construction, mechanics', materialmen's or other liens against the Property.

f. There are no service contracts to which Seller is a party that are not either terminable at will or on 30 days (or fewer) notice. Seller shall not modify any Service Contract or enter into any new service contract unless same is terminable on 30 days (or fewer) notice.

g. No person covered by a union contract is presently employed by Seller at the Property and no service contract for the Property shall be binding upon Purchaser after Closing. There shall be no employees of Seller with respect to the Property as of the Closing Date which Purchaser will be obligated to hire, discharge, pay benefits to, or otherwise have any obligations with respect to.

h. To Seller's knowledge, there are no commitments to or agreements with any federal, state or local governmental authority or agency affecting the Property which have not been previously disclosed in writing by Seller to Purchaser other than land use approvals.

i. With the exception of any real estate taxes and tangible personal property taxes which are being prorated pursuant to Section 4.2, Seller is not aware of any unpaid charges, costs, or expenses for the Property which could give rise to a claim against the Property or any mechanic's or materialmen's or other statutory liens. No goods or services have been contracted for or furnished to the Property which might give rise to any construction liens affecting all or any part of the Property.

j. To Seller's knowledge, no boundary disputes exist with respect to the Property.

k. To Seller's knowledge, there are no actions, suits, lis pendens, investigations, or proceedings, including condemnation actions, pending or threatened against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign.

l. Seller is not aware of any violation of any environmental law, statute, ordinance, rule, or regulation. To Seller's knowledge: (i) there has been no illegal installation in or production, disposal, release, spill, leak, or storage on the Property of "hazardous materials," "hazardous waste," "toxic substances," as those terms are defined in applicable Federal, State, and local environmental law, statute, ordinance, rule or regulation ("Hazardous Materials"); (ii) the Property is not subject to any existing or threatened inquiry, investigation, or proceeding by any governmental authority regarding Hazardous Materials; (iii) the Property has not been listed or proposed for listing on the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) National Priorities List; (iv) no environmental impact statement has been required in connection with the Property under the national Environmental Policy Act; (v) there are no underground storage tanks on or in the Property and there exists no underground oil storage facility or underground oil storage tank on the Property to be conveyed; (vi) there is no pending or threatened proceeding by any private party concerning the Property with respect to Hazardous Materials; and (vii) the Property does not contain asbestos or PCBs.

m. ED (Enterprise Development District).

n. Seller has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of a

substantial part of its assets, or suffered the attachment or other judicial seizure of a substantial part of its assets.

o. Neither the execution of this Agreement nor the consummation of the transactions contemplated in this Agreement will constitute a violation of, be in conflict with, or constitute a default under (or with the passage of time or delivery of notice, or both, would constitute a default under) any term or provision of any agreement or instrument to which Seller is bound.

p. This Agreement has been duly authorized and executed on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms, and all necessary action on the part of Seller to authorize the transactions herein contemplated has been taken, and no further action is necessary for such purpose.

q. Seller (or if Seller is a disregarded entity, the owner of Seller) is not a "foreign person" which would subject Purchaser to the withholding tax provisions of the Section 1445 of the Internal Revenue Code of 1986, as amended.

r. Seller is not a, and is not acting directly or indirectly for or on behalf of any, person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Persons," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control and Seller is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

s. All representations and warranties made by Seller in this Agreement shall be true and correct as of Closing with the same force and effect as if they had been made on and as of such date. If, at any time after the Effective Date, Seller becomes aware that any representations in this Section have become untrue, Seller shall immediately notify Purchaser of such matter, and in the event that Seller delivers such notice to Purchaser at or prior to the Closing Date, Purchaser shall have the right, in its sole discretion, to either (i) terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser, and neither party shall have any further rights, duties, obligations or liabilities under this Agreement except for those which specifically survive such termination, (ii) waive in writing all of its rights and remedies against Seller with respect to the failure of the representation or warranty to be true and correct, and proceed to the Closing, or (iii) extend the Closing to allow Purchaser time to resolve the matter to Purchaser's satisfaction, thereby reserving Purchaser's right to thereafter choose from "i", "ii" or "iii" of this Section.

3.2 **Indemnification.** Seller shall indemnify, defend, and hold harmless the Purchaser and its successors and assigns, of and from any and all losses, damages, liabilities, claims, causes of action, suits, costs, fees, penalties, charges, assessments, taxes, fines, expenses, including without limitation fees and costs of legal representation at first instance, on appeal and in any bankruptcy proceedings, which are related to or arise out of (a) any breach or inaccuracy of the above warranties and representations, or (b) the use, environmental condition, occupancy and operation of the Property on or before the Closing Date. This obligation to indemnify shall not include any special damages and/or consequential damages. The Seller's indemnification obligation shall terminate without further action required of the parties two (2) years from the date of the Closing.

ARTICLE 4 **Closing; Closing Costs**

4.1 The closing of the transaction contemplated hereby (the "**Closing**") shall be held at the offices of the Escrow Agent at 10:00 AM Dallas, Texas time on or before the date that is 30 days after the expiration of the Feasibility Study Period, as the same may be extended, or such other date and location as the Seller and Purchaser shall mutually agree to in writing (in either case, the "**Closing Date**"). **In lieu of making a personal appearance at the Closing, the documents and any proceeds to be delivered by a party may be delivered and tendered in escrow to the Escrow Agent prior to or on the Closing Date.**

4.2 Subject to Section 4.3, Real estate taxes and assessments and tangible personal property taxes, if any, and other assessments against the Property shall be prorated on the basis of the fiscal year for which the Property has last been assessed. If the Closing Date shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. The parties agree that upon receipt of the actual tax bill, Property taxes shall be re-prorated and readjusted (including any adjustment to amounts paid by Seller at Closing pursuant to Section 4.3 below) within 10 Business Days after a written request from the party seeking readjustment.

4.3 The Maine Real Estate Transfer Tax shall be paid 50% by Seller and 50% by Purchaser at Closing. Real estate rollback taxes, or other exempted or deferred taxes based on any past or current agricultural use or classification, that will be triggered or become due in connection with a change to such use or classification by Purchaser for its intended use, and all other transfer, excise and other taxes, fees or assessments (not including the Maine Real Estate Transfer Tax) triggered by the transfer of the Property, if any, shall be estimated and paid by Seller at Closing.

4.4 Closing Costs:

a. Seller will pay all costs of (i) preparation and recordation on any instruments necessary to correct title; (ii) any costs, fees, and other charges related to subdivision, parcel split, lot line adjustment, platting, or the like, required to accommodate the legal transfer of the Property; (iii) credits, prorations, or other costs as described and attributed to Seller herein; (iv) an owner's policy of title insurance, on the standard form (the "**Policy**"); (v) ½ of the escrow fees; and (vi) Seller's attorney's fees.

b. Purchaser will pay for all costs of (i) credits, prorations, or other costs as described herein and attributed to Purchaser; (ii) documentary stamps and intangible tax on any purchase money note and mortgage; (iii) ½ of the other escrow fees; (iv) any endorsements to the Policy; (v) the Survey; and (vi) Purchaser's attorney's fees.

c. Any other closing costs shall be allocated between Seller and Purchaser in accordance with customary practice in the county in which the Property is located.

ARTICLE 5

Feasibility Study Period; Inspection; Conditions Precedent; Exclusivity

5.1 Within 10 days after the Effective Date of this Agreement, Seller shall cause to be delivered to Purchaser, (a) complete copies of all plans, plats, engineering studies, soil, geotech and topography reports, title reports, commitment and policies, surveys, wetlands studies, biological reports, cultural reports, water studies, traffic studies, building studies, environmental reports, remediation reports and oil and gas leases, if any, in Seller's possession or control, which relate to the Property, and (b) an accounting of all rollback taxes, or similar assessments or charges, triggered by a change from the current use of the Land, if any.

5.2 This Agreement is made contingent upon and subject to Purchaser obtaining information and/or evidence satisfactory to Purchaser regarding economic and environmental feasibility studies, title

matters, surveys, proper zoning, land use, and the availability and/or adequacy of sanitary sewer, gas, electricity and potable water to the Property, or the extension of said items to the Property from other locations in amounts satisfactory, in Purchaser's sole and absolute discretion, for Purchaser's proposed development of the Property. Purchaser shall have 120 days following the Effective Date (as such period may be extended, the "Feasibility Study Period") in which to determine the availability of said items and in which to have any and all desired inspections, engineering and/or soil tests performed on the Property, all of which Seller shall cooperate with by allowing Purchaser access to the Property and providing information reasonably necessary for same. If Purchaser shall notify Seller in writing on or before the expiration of the Feasibility Study Period that the economic and environmental feasibility studies, zoning, soil tests, title or survey matters, engineering studies, availability of said utilities, or other matters are not satisfactory to Purchaser, at Purchaser's sole and absolute discretion, for said proposed development, or should Purchaser for any other reason, or no reason, determine that the transaction contemplated hereunder is not satisfactory to Purchaser, in Purchaser's sole and absolute discretion, then this Agreement shall be null and void and of no force or effect, all Earnest Money shall be promptly refunded to Purchaser and neither Purchaser nor Seller shall have any further obligations to the other. In the event of Purchaser's termination of this Agreement, Purchaser shall repair any damage to the Land caused by its investigations, to the condition existing immediately prior to such damage. If Seller defaults, Seller shall immediately reimburse Purchaser for the cost and expenses incurred by Purchaser in its performance of due diligence on the Property, including without limitation any and all such costs, fees and expenses attributable to the surveys, plats, reports, studies, inspections and site visits. If the Phase I inspection results in a recommendation for a Phase II environmental inspection and report, then upon Purchaser's notice to Seller of such recommendation (a) the Feasibility Study Period shall be automatically extended to expire 5 Business Days following the completion and delivery to Purchaser of the Phase II report, and (b) Purchaser shall be responsible for costs of the Phase II inspection and report. Upon notice from Purchaser including the necessary extension period, the Feasibility Study Period shall be extended for such period to allow Purchaser to complete Purchaser's investigation of the Property, and determination and satisfaction of municipal requirements to allow Purchaser's intended development and use of the Property.

Seller hereby grants to the Purchaser and Purchaser's agents, servants, employees, contractors and representatives, from and after the Effective Date, a right of entry upon the Property for the purpose of making surveys, engineering, surface, and subsurface soils tests and analysis, inspections and tests of or pertaining to the development and any and all other use of the Property. Purchaser shall indemnify, defend, and hold Seller harmless from and against any costs, damages, claims or liability sustained or imposed as a result of personal injury or property damage caused by Purchaser or its agents during the performance of such activities, but excluding any liability arising from the presence of or Purchaser's or its agent's discovery of any condition, including the presence of hazardous substances, wastes or materials on or under the Property.

5.3 During the Feasibility Study Period, Purchaser will, at Purchaser's sole cost and expense, cause a surveyor licensed in the state where the Property is located, to prepare a current survey of the Land to be purchased (the "Survey"). Seller shall cooperate with the surveyor to identify the Land to be surveyed. The Survey shall depict the Land and serve as the basis for the legal description set forth in the Deed (defined below) and Policy.

5.4 The obligations of Purchaser hereunder are subject to satisfaction of each of the following conditions as of the time of Closing:

a. Seller shall have complied in all material respects with all of the terms, covenants, and conditions hereof to be complied with on the part of Seller;

b. All representations and warranties of Seller in Section 3.1 of this Agreement shall be true and correct at the time of Closing;

c. Seller acknowledges and assures the physical condition of the Property shall be substantially the same on the Closing Date as on the date of the full execution of this Agreement, reasonable wear and tear excepted, and, as of the Closing Date, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after Closing would materially adversely affect the value of the Property or the ability of Purchaser to operate on the Property in a manner satisfactory to Purchaser, in its reasonable discretion; and

d. At Purchaser's expense, Purchaser may pursue and secure any zoning or land use statement, confirmation, variance, zoning change, or permit, which Purchaser deems necessary to confirm Purchaser's ability and right to operate its Intended Use (defined below) on and from the Property in a manner satisfactory to Purchaser in its sole and absolute discretion (collectively, "Use Approval"), and Purchaser shall keep Seller informed as to the status and progress of same, and Seller shall reasonably cooperate with Purchaser's efforts for same. If Purchaser has not by the expiration of the Feasibility Study Period either obtained final unappealable Use Approval or a final unappealable denial of Use Approval, and delivered notice of same to Purchaser, then notwithstanding anything to the contrary, the Feasibility Study Period shall automatically extend to the date that is 10 days after Seller either (i) obtains final unappealable Use Approval and delivers written notice of same to Purchaser, or (ii) obtains final unappealable denial of Use Approval and delivers written notice of same to Purchaser. As used in this Section, "Intended Use" shall mean: Wholesale and retail sale and auction of used and damaged operable and inoperable automobiles, trucks, other vehicles, trailers and construction equipment, with accessory office, temporary inventory storage, shipping/receiving and customer parking, which will require a State of Maine Vehicle Auction Business license, and a State of Maine Used Vehicle Dealer license.

e. At Seller's expense, Seller shall diligently pursue and secure any subdivision, parcel split, lot line adjustment, platting, or the like, required to accommodate the legal transfer of the Property necessary to complete the transaction contemplated by this Agreement, and Seller shall keep Purchaser informed as to the status and progress of same, and Purchaser shall reasonably cooperate with Seller's efforts for same. If Purchaser has not by the expiration of the Feasibility Study Period completed this effort, and delivered notice of same to Purchaser, then notwithstanding anything to the contrary, the Feasibility Study Period shall automatically extend to the date that is 10 days after Seller completes this effort and delivers notice of same to Purchaser.

5.5 After the Effective Date, and continuing until Closing or the earlier termination of this Agreement, Seller shall not directly or indirectly (a) market for sale or lease all or any portion of the Property, (b) enter into formal or informal negotiations or discussions for the sale or lease of all or any portion of the Property, (c) solicit or accept verbal or written offers for the sale or lease of all or any portion of the Property, or (d) enter into any verbal or written agreement for the sale or lease of all or any portion of the Property, or any agreement to negotiate same.

ARTICLE 6

Title Insurance

6.1 Purchaser shall order a title insurance commitment for the Policy (the "Commitment") committing Escrow Agent to insure to Purchaser fee simple indefeasible title to the Property, together with copies of all documents listed in the Commitment as exceptions or matters required to be corrected prior to Closing (collectively, "Exception Documents"). The Commitment and resulting Policy shall be in the full amount of the Purchase Price. There shall be no exceptions to the Commitment or Policy, except ad valorem taxes for the year of Closing and subsequent years, easements of record, and

exceptions that do not affect the intended use or indefeasible nature of the property, and other exceptions otherwise agreed to in writing by the Purchaser, all in Purchaser's sole and absolute discretion (the "**Permitted Exceptions**"). In no event will the Permitted Exceptions included in the Deed (defined below) list, incorporate or contain (a) references to the Survey or (b) promulgated title company specific exceptions to coverage under the Policy that do not reference Exception Documents.

6.2 Purchaser shall give written notice ("**Objection Notice**") to the Seller of any objections to the title ("**Title Objections**") within the later of (i) the Feasibility Study Period, or (ii) 10 Business Days after Purchaser receives the last of the Commitment, the Exception Documents, and the Survey. The Purchaser is not required object to the existence of any mortgage lien, materialmen or mechanic's lien or notice, lis pendens, assessment lien or any other lien encumbering all or any part of the Property ("**Liens**"), all of which are hereby deemed to be included as "Title Objections". Seller shall cure the Title Objections at or prior to Closing. Seller may elect to satisfy Liens at Closing, provided, the total amount to do so does not exceed the Purchase Price plus an amount deposited with the Escrow Agent at least 5 days prior to the scheduled Closing. If Seller fails to cure the Title Objections, Purchaser shall have the right to either (a) terminate this Agreement upon notice to Seller and Escrow Agent, and upon such notice (i) all Earnest Money shall be promptly refunded to Purchaser and (ii) Purchaser shall have no further obligations to Seller, or (b) waive the uncured Title Objections and proceed to Closing as provided herein.

ARTICLE 7

Provisions with Respect to the Closing

7.1 At the Closing, Seller shall furnish and deliver to the Purchaser at Seller's expense, the following:

a. Maine Statutory Quitclaim with Covenants (one or more if necessary to accomplish the transaction contemplated by this Agreement) delivering fee simple indefeasible title, dated as of the Closing Date, subject only to the Permitted Exceptions, in form and substance acceptable to Purchaser (the "**Deed**"), and only with those revisions as to form that are necessary for recording. Said Deed shall convey the Property pursuant to the legal description from Survey and Policy;

b. Any easement documents, in form and substance approved by Purchaser, sufficient to grant the Easements;

c. An affidavit and agreement regarding debts and liens executed by Seller and dated as of the Closing Date stating that there are no unpaid debts for any work that has been done or materials furnished to the Property prior to and as of Closing;

d. Full and exclusive possession of the Property, subject to the Permitted Exceptions;

e. Affidavit in compliance with the Foreign Investment in Property Tax Act of 1980, as amended, affirming that Seller is not a "foreign person" as defined by the Internal Revenue Code; and

f. Such instruments as are necessary or reasonably required by Purchaser or Escrow Agent to (i) evidence the authority of Seller to consummate the purchase and sale transaction contemplated hereby and to execute and deliver the closing documents, (ii) satisfy Escrow Agent requirements to insure the transaction by issuing the Policy, or (ii) otherwise effect the Closing of the transaction contemplated herein. and

7.2 At the Closing, Purchaser shall deliver to the Escrow Agent the Purchase Price due to Seller in accordance with Article 2, and a Purchaser executed counterpart of any document listed in

Section 7.1 to which Purchaser is a party.

ARTICLE 8

Risk of Loss

8.1 **Minor Damage.** In the event of loss or damage to the Property or any portion thereof which is not "major" (as hereinafter defined), this Agreement shall remain in full force and effect provided Seller performs any necessary repairs or, at Seller's option, reduces the cash portion of the Purchase Price in an amount equal to the cost of such repairs, Seller thereby retaining all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the Property. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable time, not to exceed 30 days, in order to allow for the completion of such repairs. If Seller is unable to complete such repairs in the time given, Seller shall have the option of assuming the performance of such repairs and reducing the cash portion of the Purchase Price in an amount equal to the cost of such repairs.

8.2 **Major Damage.** In the event of a "major" loss or damage, Purchaser may terminate this Agreement by written notice to the other party, in which event the Earnest Money shall be returned to Purchaser. If Purchaser does not elect to terminate this Agreement within ten (10) days after Seller sends Purchaser written notice of the occurrence of major loss or damage, then Purchaser shall be deemed to have elected to waive its right to terminate for such reason, in which event Seller shall, at Seller's option, either (a) perform any necessary repairs, or (b) assign to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the Property. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable time, not to exceed 30 days, in order to allow for the completion of such repairs.

8.3 **Definition of Minor and Major Loss; Risk of Loss After Closing.** For purposes of this Article, "major" loss or damage refers to the following: (a) loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the Property to a condition substantially identical to prior to the event of damage would be, in the certified opinion of a mutually acceptable architect or engineer, equal to or greater than \$100,000.00, (b) any loss, or inability to use, more than 0.5 acres for Purchaser's intended use of the Property for vehicle storage, sale and ancillary activity, or (c) any loss which permanently and materially impairs the Purchaser's intended use of the Property for vehicle storage, sale and ancillary activity, as determined by Purchaser in its sole and absolute discretion. Upon closing, full risk of loss with respect to the Property shall pass to Purchaser.

ARTICLE 9

Miscellaneous

9.1 **Default.** If Purchaser fails to comply with this Agreement, Purchaser will be in default and Seller may, as its sole and exclusive remedy, accept the Earnest Money, together with copies of the Survey and any Purchaser-completed environmental report (without Purchaser representation or warranty as to the truth, accuracy or completeness, and upon which Seller relies on at its own risk), as liquidated damages, and thereafter neither Purchaser nor Seller shall have any further obligations to each other. Seller expressly waives its rights to seek damages in the event of Purchaser's default hereunder. If Seller fails to comply with this Agreement, Seller will be in default and Purchaser may (a) enforce specific performance of Seller's obligations under the Agreement, and seek such other relief as may be provided by law or in equity, or both, or (b) terminate this Agreement and receive a return of the Earnest Money, and thereafter neither Purchaser nor Seller shall have any further obligations to each other.

9.2 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located.

9.3 **Commission.** Seller shall pay Seller's Broker, as identified in Section 9.6 below, a commission as set forth in the commission agreement between Seller and Seller's Broker. Purchaser shall have no liability to Seller's Broker for any commissions, fees, or other charges. Seller and Purchaser each shall indemnify and hold harmless the other against any loss, cost, liability or expense incurred as a result of any claim asserted by any broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Seller or Purchaser, respectively. Purchaser represents and warrants that Purchaser has no broker.

9.4 **Assignment.** Purchaser may assign its right, title and interest in and to this Agreement to a parent, subsidiary or affiliate of Purchaser, without Seller's consent. All other assignment required Seller consent.

9.5 **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, and a counterpart hereof executed and delivered by facsimile or electronic mail transmittal shall have the same effect as an original executed counterpart hereof. It shall not be necessary that the signature of all persons appear on each counterpart. All counterparts shall collectively constitute a single Agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

9.6 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail if sent before 6:00 PM (determined in the time zone of the recipient) on a Business Day (defined below), and on the next Business Day if sent after 6:00 PM (determined in the time zone of the recipient) on a Business Day, or if sent on a day that is not a Business Day; or (d) on the 3rd day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section, plus the running of 10 days from such notice):

Seller: Mr. Robert Grondin
P.O. Box 869, Raymond, ME 04071
Telephone: (207) 749- 6691
Email: k.grondin@GRONDINCORPORATION.COM

With copy to:

Seller Counsel: David J. Perkins, Esq.
Perkins Law, P.A.
32 Pleasant Street
P. O. Box 449
Portland, Maine 04112-0449

Telephone: (207) 871-7159 _____
Email: _____dperkins@perkinspa.com _____

Seller Broker: Thomas B. Dunham
The Dunham Group,
10 Dana Street, Suite 400,
Portland, ME 04101
Telephone: 207-773-7100 office; 207-671-7100 cell
Email: tdunham@dunham-group.com

Purchaser: 14185 Dallas Parkway, Suite 300
Dallas, TX 75254
Attention: Randy A. Racine
Telephone: (972) 391-5050
Email: randy.racine@copart.com

With copy to:

Escrow Agent: Gateway Title
Nicole Jipson-Soucy
165 Longview Drive
Bangor, ME 04401
Telephone: 207-941-8084
Email: Nichole.jipson-soucy@gatewaytitleme.com

9.7 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the transaction dealt with herein.

9.8 **Survival of Agreement.** The terms and conditions of this Agreement, including without limitations all indemnity obligations, and the warranties and representations made herein shall survive the Closing hereof and the delivery of all related documents, and shall not be merged with the deed transferring title to the Property to Purchaser.

9.9 **Modification.** This Agreement may be modified only by a written instrument signed by all parties hereto.

9.10 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

9.11 **Successors and Assigns.** The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

9.12 **No Third Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing.

9.13 **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9.14 **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

9.15 **Business Days.** The term "**Business Day(s)**" means any day on which business is generally transacted by banks in Dallas, Texas. If the final date of any period set out in this Agreement falls upon a day that (a) is not a Business Day, or (b) is a Business Day immediately following a day that is not a Business Day, then, and in either such event, the time of such period will be extended to the next Business Day.

9.16 **Authority.** The individuals signing this Agreement on behalf of Seller and Purchaser represent and warrant respectively that they have the requisite authority to enter into this Agreement on behalf of Seller and Purchaser respectively such that this Agreement is valid and binding upon and enforceable against Seller and Purchaser.

9.17 **Attorneys' Fees.** In the event of any action arising by reason of any controversy, claim or dispute relating to this Agreement or to the interpretation hereof, the prevailing party in such action shall be entitled to recover from the losing party its costs and expenses incurred, including without limitation all reasonable attorneys' and experts' fees. The provisions of this Section shall be in addition to and not limited by the provisions of Section 9.1 above.

9.18 **1031 Exchange.** Purchaser and Seller shall each have the right to structure this transaction as a like kind exchange pursuant to Section 1031 of the Internal Revenue Code. If either elects to exercise such right, the other party shall cooperate in effecting such exchange, provided that the exchanging party shall: (i) make all necessary arrangements; (ii) pay all costs associated with the exchange; (iii) bear all other expense and risks necessary to accomplish the exchange; and (iv) accomplish the exchange through a qualified intermediary without necessity of the other party acquiring title to any property to complete the exchange or otherwise incurring any additional obligations. The structuring of the acquisition of the Property as an exchange shall neither extend nor delay the Closing of the Property, nor will either party be relieved from its obligations hereunder as a result of such party's participation in an exchange.

9.19 **Escrow Agent; Return of Earnest Money.** Escrow Agent shall deposit the Earnest Money in a non-interest-bearing account at a federally insured banking institution (unless Purchaser and Escrow Agent agree otherwise). In performing its duties hereunder, Escrow Agent shall not incur liability for any damages, losses or expenses, except for those resulting in whole or part from willful default or breach of trust, and it shall accordingly not incur any such liability with respect (a) to any action taken or omitted in good faith upon advice of its counsel or (b) to any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement. Escrow Agent is hereby specifically authorized to refuse to act except upon the written consent of Seller and Purchaser. Except for with regard to those resulting in whole or part from Escrow Agent's willful default or breach of trust, Seller and Purchaser shall indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and disbursements, which are imposed upon Escrow Agent or incurred by Escrow Agent in connection with its acceptance or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof. In the event of a dispute between Seller and Purchaser sufficient in the reasonable discretion of Escrow Agent to justify its doing so, Escrow Agent shall

be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under this Agreement, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as Escrow Agent shall reasonable determine to have jurisdiction thereof. Upon termination of this Agreement, either party or the Escrow Agent may send a release of Earnest Money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the Earnest Money. If only one party makes written demand for the Earnest Money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the Earnest Money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the Earnest Money and Escrow Agent may pay the same to the creditors. Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the Earnest Money; (ii) the Earnest Money; (iii) reasonable attorney's fees; and (iv) all costs of suit. Escrow Agent's notices will be effective when sent in compliance with Section 9.6. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

9.19 **Further Assurances**. Seller and Purchaser shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby. This obligation shall survive Closing.

9.19 **Effective Date**. The term "**Effective Date**" as used in this Agreement shall mean the date of delivery to the Escrow Agent of a fully executed counterpart of this Agreement, as evidenced by the Escrow Agent's notation in the space set forth below.

9.20 **Seller Construction Bid**. After Closing Purchaser shall provide Seller, or an entity greater than 50% controlled by Seller, an opportunity to submit a bid to perform certain construction services consisting of, but not limited to project management, permitting, grading, drainage, utilities installation and rock surfacing necessary for Purchaser's development of the Land (collectively, "**Work**"). Purchaser is under no obligation to award Seller the opportunity to negotiate and enter a contract for the performance of all or any portion of the Work, and Purchaser shall have the unrestricted right to select Seller or any other party to perform the Work, all as determined by Purchaser in its sole and absolute discretion. If Seller's bid is accepted by Purchaser, such acceptance will be an offer to enter negotiations to enter a contract for the performance of the Work under terms and conditions acceptable to Purchaser, and not an obligation to consummate such contract, and Purchaser shall retain the right to end contract negotiations with Seller at any time.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have set their hands and seals effective as of the Effective Date.

SELLER:

RJGF, LLC, a Maine limited liability company

By: Robert J. Broadin
Name: ROBERT BROADIN
Title: Manager
Date Signed: 4/9/18

PURCHASER:

COPART OF CONNECTICUT, INC.,
a Connecticut corporation

By: William E. Franklin
Name: William E. Franklin
Title: Treasurer
Date Signed: 4/10/18

JOINDER BY ESCROW AGENT

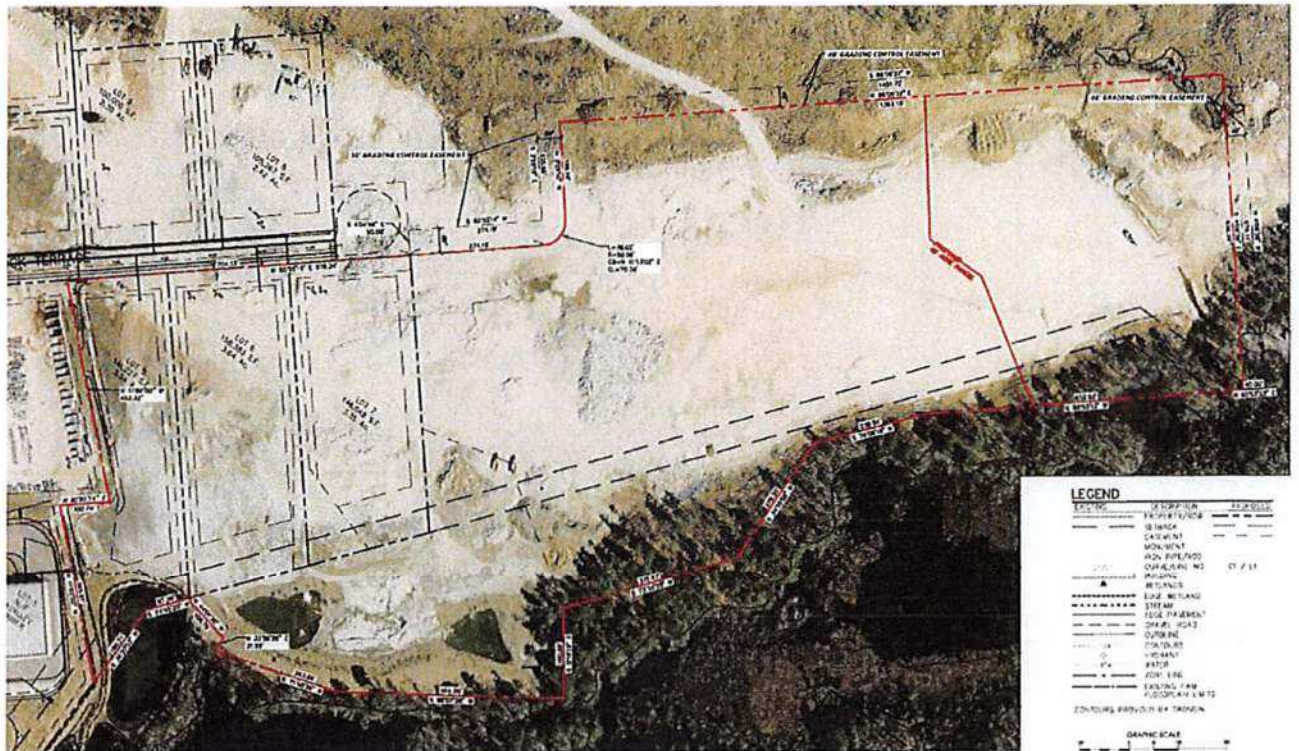
The undersigned (referred to in this Agreement as the Escrow Agent), hereby that it received this Agreement executed by Seller and Purchaser on the 10th day of April, 2018, and accepts the obligations of Escrow Agent as set forth herein. Escrow Agent acknowledges and agrees (a) to Section 9.19 of this Agreement, (b) that when it receives the Earnest Money it will on the same day send a confirmation Email to all parties listed in Section 9.6 giving notice of receipt of the Earnest Money, and (c) that it will hold the Earnest Money in accordance with this Agreement.

GATEWAY TITLE

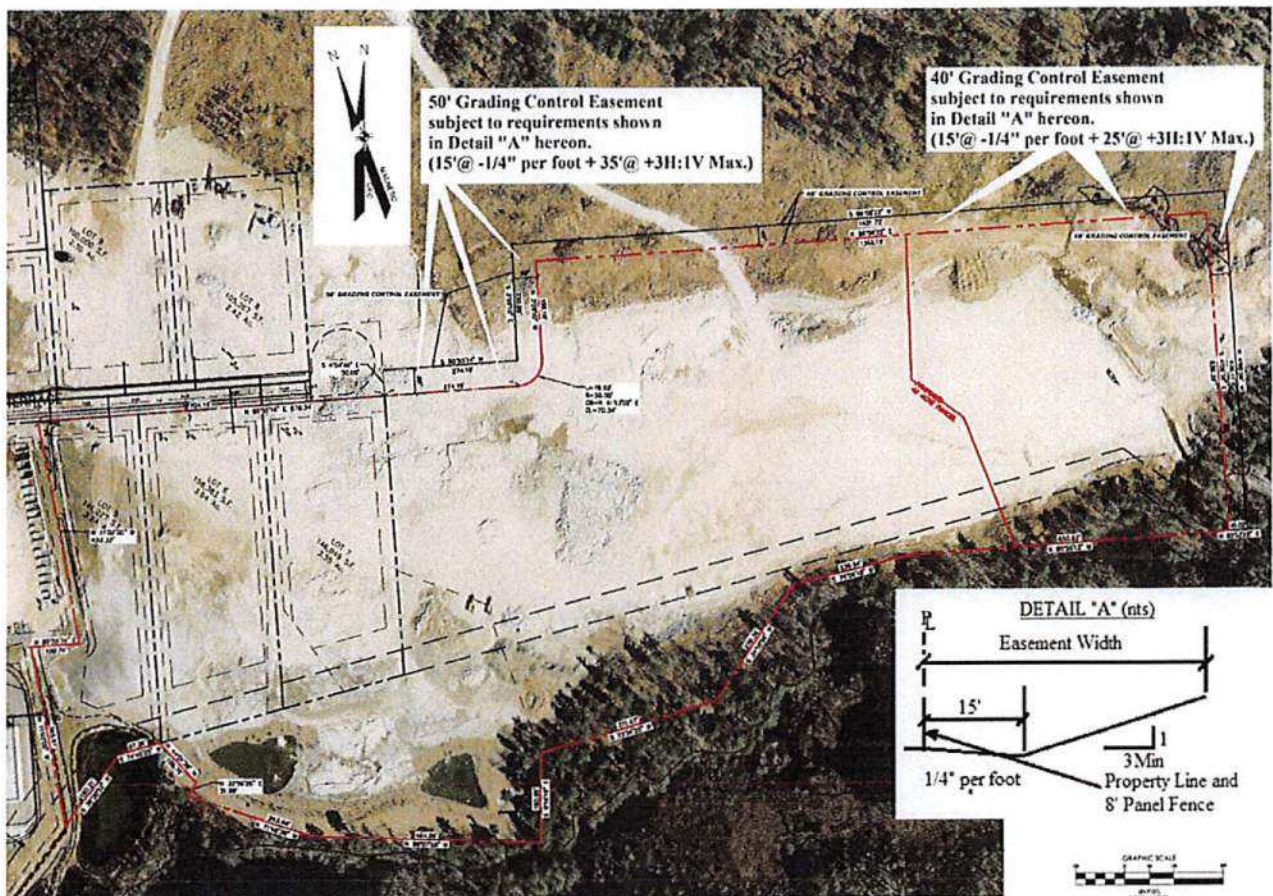
By: Shirley D. Porter
Name: Shirley D. Porter
Title: Processor / Closings Specialist

Exhibit A

Approximately 42 acres more or less of real property located in at 14 Bedrock Terrace, Windham, Cumberland County, Maine 04062, identified as being all or portions of Cumberland County Tax Parcel Nos. 021015000000, 021015005000, 021015006000 and 021015007000, and being more generally depicted below in red outline.



Detail of Grading Control Easement below:



Legal Descriptions below:

A lot or parcel of land situated on the southerly side of and adjacent to Bedrock Terrace in the Town of Windham, County of Cumberland and State of Maine as shown on the Parcel Exhibit of Quarry Ridge Business Park for RJG, LLC. by Sebago Technics, Inc. dated February 2, 2018 and being more particularly bounded and described as follows;

Beginning at a 5/8" iron rebar set on the southerly sideline of Bedrock Terrace, at the northeasterly corner of land now or formerly of Genest Concrete Works Inc as described in deed book 24100 page 324 also shown as Lot 2 Second Amended Subdivision Plan of Quarry Ridge Business Park (Phase 1B) for Robert J. Grondin, Jr. by Sebago Technics, Inc. recorded at Cumberland County Registry of Deeds in Plan Book 206, Pages 397-399;

Thence N 85°-55'-14" E along the southerly sideline of Bedrock Terrace and an extension thereof, a distance of 978.34 feet to a point of curvature;

Thence along a curve to the left having an arc length of 78.02 feet, a radius of 50.00 feet and a chord of N 41°-13'-02" E 70.34 feet to a point of tangency;

Thence N 3°-29'-10" W a distance of 196.18 feet;

Thence N 86°-08'-22" E a distance of 1362.15 feet;

Thence S 04°-06'-38" E a distance of 636.29 feet;

Thence S 85°-55'-13" W a distance of 652.62 feet;

Thence S 76°-06'-18" W a distance of 238.84 feet;

Thence S 34°-10'-58" W a distance of 279.35 feet;

Thence S 73°-34'-25" W a distance of 371.47feet;

Thence S 0°-16'-19" E a distance of 180.89 feet

Thence N 88°07'28" W a distance of 464.05 feet;

Thence N 71°-48'-39" W a distance of 263.66 feet;

Thence N 32°-56'-26" E, a distance of 31.99 feet;

Thence N 44°-01'-38" W, a distance of 108.76 feet;

Thence S 74°-45'-25" W a distance of 87.26 feet;

Thence S 36°-20'-53" W, a distance of 180.21 feet to a 5/8-inch rebar set at Lot 1 of Plan Book 206, Pages 397-399 referenced above;

Thence N 11°-02'-00" W, along Lot 1, a distance of 365.61 feet to a 5/8-inch rebar set at Lot 2;

Thence N 85°-55'-14" E, along Lot 2, a distance of 100.74 feet to a 5/8-inch rebar set;

Thence N 11°-2'-00" W, along Lot 2, a distance of 453.33 feet to the Point of Beginning.

Meaning and intending to describe a proposed 42 Acre parcel as shown on the above referenced Parcel Exhibit.

Together with a grading control easement beginning at a point being N 85°-55'-14" E, a distance of 704.15 feet from a 5/8" iron rebar set on the southerly sideline of Bedrock Terrace, at the northeasterly corner of land now or formerly of Genest Concrete Works Inc as described in deed book 24100 page 324 also shown as Lot 2 Second Amended Subdivision Plan of Quarry Ridge Business Park (Phase 1B) for Robert J. Grondin, Jr. by Sebago Technics, Inc. recorded at Cumberland County Registry of Deeds in Plan Book 206, Pages 397-399;

Thence continuing N 85°-55'-14" W, a distance of 274.19 feet to a point of curvature;

Thence along a curve to the left having an arc length of 78.02 feet, a radius of 50.00 feet and a chord of N 41°-13'-02" E 70.34 feet to a point of tangency;

Thence N 3°-29'-10" W a distance of 196.18 feet;

Thence N 86°-08'-22" E a distance of 1362.15 feet;

Thence S 04°-06'-38" E a distance of 636.29 feet;

Thence N 85°-53'-22" E, through land of grantor, a distance of 40.00 feet;

Thence N 04°-06'-38" W, through land of grantor, a distance of 676.11 feet;

Thence S 86°-08'-22" W, through land of grantor, a distance of 1451.72 feet;

Thence S 03°-29'-10" E, through land of grantor, a distance of 235.85 feet;

Thence S 85°-55'-14" W, through land of grantor, a distance of 274.19 feet;

Thence S 04°-04'-46" W, through land of grantor, a distance of 50.00 feet, to the Point of Beginning. Also Subject to and together with easements and buffers as shown on Plan Book 206, Pages 397-399.

Bearings are based on Grid North.

CLQ/MWE
March 10, 2018

Doc#:

2280 Bk:18671 Pg: 103

28

RELEASE DEED

ROBERT J. GRONDIN, of Raymond, in said County and State, whose mailing address is c/o R.J. Grondin & Sons, 11 Bartlett Road, Gorham, Maine 04038, for consideration paid, releases to RJGF, LLC, a Maine limited liability company, with a mailing address of P.O. Box 840, Raymond, Maine 04071, the following described real estate:

The real estate in Windham, County of Cumberland and State of Maine described in the following deeds to Robert J. Grondin and Philip H. Grondin recorded in Cumberland County Registry of Deeds, but subject to any exceptions or reservations therein contained:

<u>Grantor</u>	<u>Date/Deed</u>	<u>Book/Page</u>
(a) S.D. Warren Company	March 2, 1990	9103/21
(b) S.D. Warren Company	November 14, 1994	11743/187
(c) Windham Properties	December 30, 1994	11777/288

- lawyers policy

Excepting, however, the following:

(i) The right of way and easement described in a deed from Windham Properties to S.D. Warren Company dated March 7, 1990, recorded in said Registry of Deeds in Book 9104, Page 167.

(ii) The real estate and interests in real estate described in a deed from Robert J. Grondin and Philip H. Grondin to Windham Excavating Co. dated October 31, 1995, recorded in said Registry of Deeds in Book 12196, Page 270.

(iii) The right of way and easement described in a deed from Robert J. Grondin and Philip H. Grondin to Portland National Gas Transmission System dated August 3, 1998, recorded in said Registry of Deeds in Book 14134, Page 241.

A portion of the property herein conveyed is subject to the provisions of Site Location of Development Findings of Fact and Order of the State of Maine Department of Environmental Protection dated May 10, 1993, recorded in said Registry of Deeds in Book 10706, Page 203.

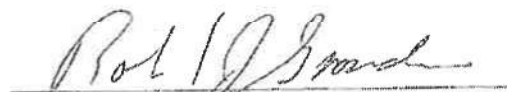
The said Philip H. Grondin conveyed his interest therein to Robert J. Grondin by deed dated April 15, 2002, recorded in said Registry of Deeds in Book 17547, Page 2.

Being subject to all outstanding Mortgages to Peoples Heritage Savings Bank, now known as Banknorth, N.A., including, without limitation, Mortgages dated September 27, 1991, September 30, 1992, and December 8, 1994, recorded in said Registry of Deeds in Book 9734, Page 105, Book 10312, Page 324, and in Book 11743, Page 191, which by the

acceptance of this deed, the Grantee herein hereby assumes and agrees to pay and perform.

Witness my hand and seal this 31 day of December, 2002.




Robert J. Grondin

STATE OF MAINE
Cumberland, ss.

December 31, 2002

Personally appeared before me the above named Robert J. Grondin and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Notary Public / Attorney at Law

Name: RODERICK R. LOVAN

Received
Recorded Register of Deeds
Jan 08, 2003 09:30:50A
Cumberland County
John B. O'Brien

Exhibit 6

Evidence of Fee Payment

SEBAGO TECHNIICS, INC.
75 JOHN ROBERTS ROAD, SUITE 1A
SOUTH PORTLAND, ME 04106-6963
(207) 200-2100

Gorham

52-7457/2112

SEBAGO
TECHNICS

Six Hundred and no/100

PAY TO THE ORDER OF
TOWN OF WINDHAM

DATE 10/01/18
AMOUNT \$600.00

SEBAGO TECHNIICS, INC. BY

Mark A. Adams

AUTHORIZED SIGNATURE

⑈080242⑈ ⑆211274573⑆ 607 0013674⑈

80242

Security features. Details on back.

06: Evidence of Fee Payment

The following fees have been paid as part of this Sketch Plan Site review:

\$200.00	Fee
\$300.00	Escrow
<u>\$100.00</u>	<u>Development Team Escrow</u>
 \$600.00	 Total

Receipt of payment enclosed, this section

Subdivision Review			
Item	Fee	Review Escrow	Effective Date
Development Team		\$100	10/22/09
Minor or Major Subdivision Sketch Plan	\$200	\$300	7/28/11
Minor Subdivision Final Plan	1-4 lots \$900	\$1,500	7/28/11
Major Subdivision Preliminary Plan	1-10 lots \$1,300 PLUS Each lot over 10 \$300	Up to 10 lots = \$2,500 11-15 lots = \$3,000 16-30 lots = \$4,000 30+ lots = \$5,000	7/28/11
Major Subdivision Final Plan	\$350	\$250	
Amended Sudivision Each Lot/Revision	\$350	\$250	7/28/11

Site Plan Review			
Item	Fee	Review Escrow	Effective Date
Development Team		\$100	10/22/09
Minor or Major Site Plan Sketch Plan	\$200	\$300	7/28/11
Minor Site Plan Final Plan	\$850	\$2,000	7/28/11
Major Site Plan Final Plan	\$1,300 PLUS \$25 each 1K s.f. over 5K s.f. GFA	2K to 5K s.f. GFA = \$2,000 5K to 15K s.f. GFA = \$3,000 15K to 35K s.f. GFA = \$4,000 over 35K s.f. GFA = \$5,000	7/28/11
Amended Site Plan Each Revision	\$350	\$250	7/28/11

Zone Change & Other Review Fees			
Item	Fee	Review Escrow	Effective Date
Zone Change Request	\$600	n/a	7/28/11
Contract Zone Request	\$800	\$500	7/28/11
Conditional Use	\$400	\$250	7/28/11
Board of Appeals			7/28/11
Incl. Variances and Appeals	\$400	n/a	
Mineral Extraction			7/28/11
New Operation	\$100 + \$100/acre	\$500	
Expansion over 5 acres	\$100 + \$100/acre	\$500	
Renewal	\$50	n/a	
Renewal, Late Fee	\$50	n/a	

Zone Change & Other Review Fees (Cont.)			
Item	Fee	Review Escrow	Effective Date
Shoreland Zoning			
Planning Board Review	\$100	n/a	10/24/02
	PLUS		
	\$50 for Public Hearing		
Code Enforcement Review			11/26/02
Minor	\$50	n/a	
Major	\$100	n/a	
Wireless Telecommunications Facility			7/28/11
Planning Board Review	\$400	n/a	
Co-Location Application	\$250	n/a	
Water Protection Ordinance	\$30	n/a	11/26/02
Postage. Applicants are responsible for postage costs of all notification requirements.			

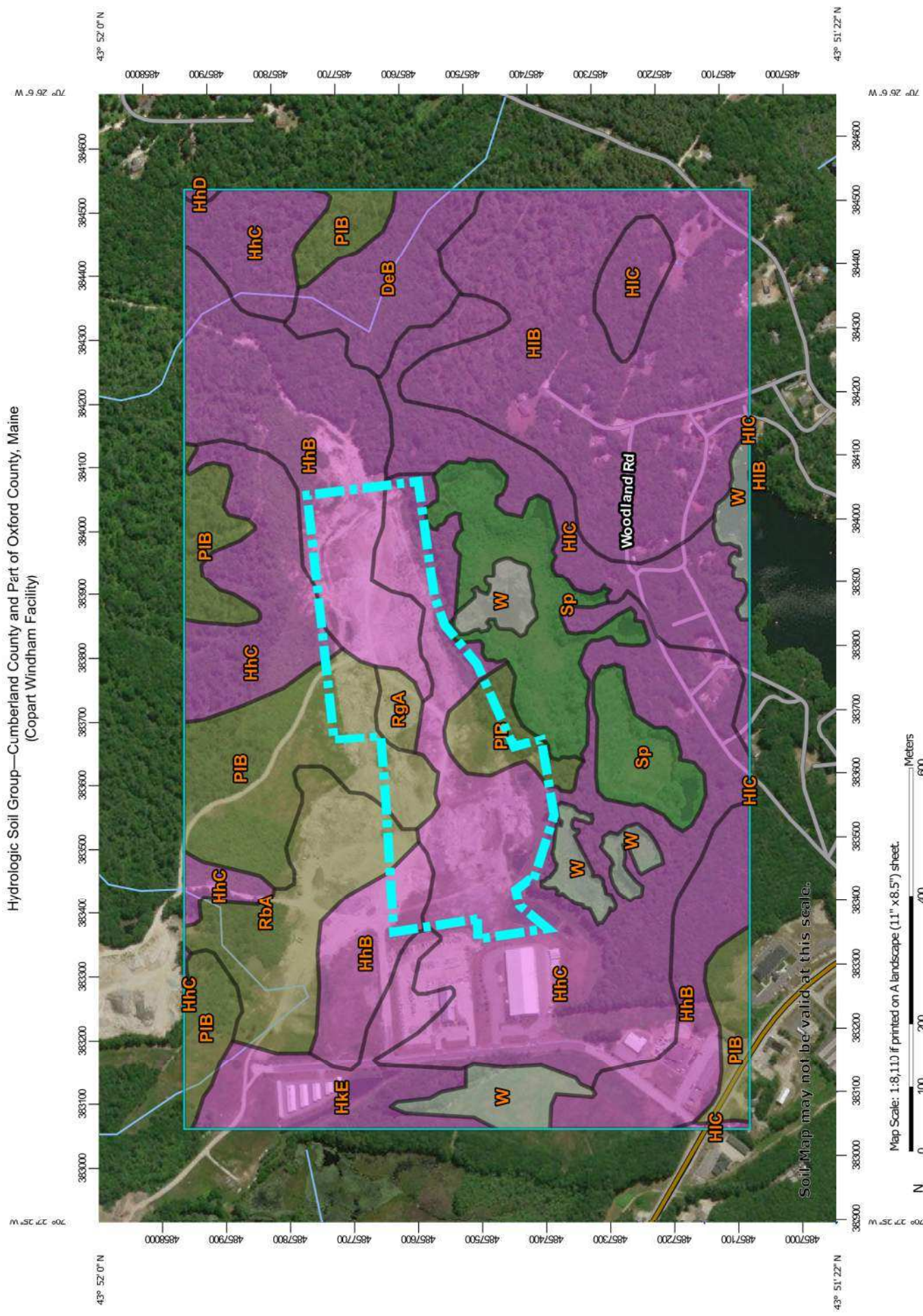
Notes:

- "K" = 1,000;
- "s.f." = Square Feet;
- "GFA" = Gross Floor Area (See Section 300 Definitions)
- Postage - Notification cost requirement applies to all applications
- Performance Bonds & Post Approval Inspection Fee must be established with the Town prior to the commencement of construction.
- Impact Fees - A project's impact fee shall be paid prior to the issuance of any building permits.
- Building Permits - Contact the Code Enforcement Department or download from www.windhamweb.com.
- NPDES Post Construction Inspection Fee - See Post Construction Ordinance.

Exhibit 7

USDA Web Soil Survey Map

Hydrologic Soil Group—Cumberland County and Part of Oxford County, Maine (Copart Windham Facility)

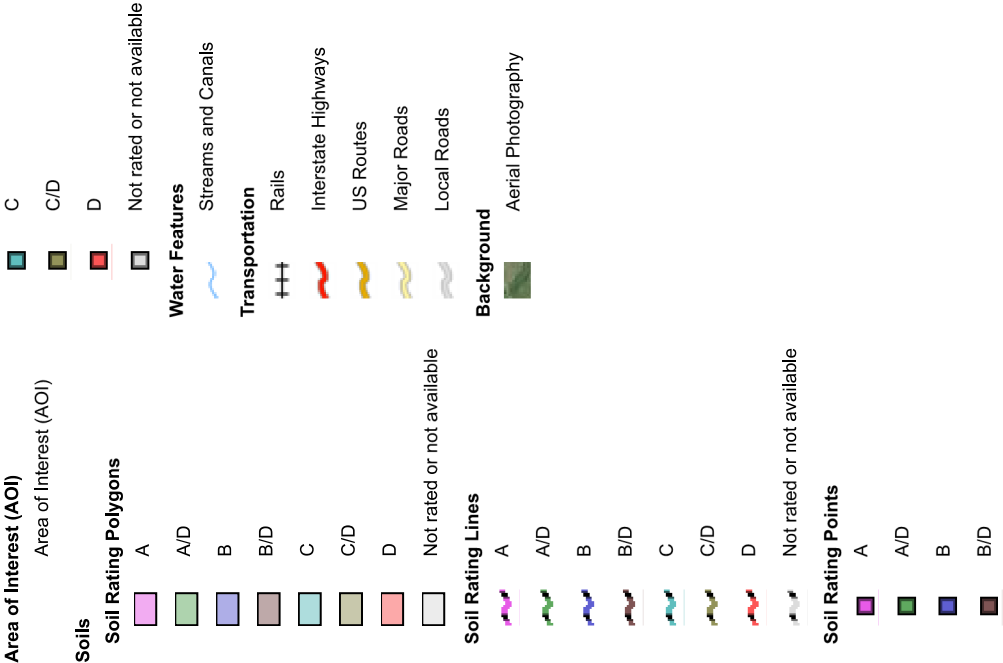


Soil Map may not be valid at this scale.

Map Scale: 1:8,110 if printed on A landscape (11" x 8.5") sheet.



MAP LEGEND



MAP INFORMATION

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

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 13, Sep 11, 2017

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

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

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

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating
DeB	Deerfield loamy sand, 3 to 8 percent slopes	A
HhB	Hermon sandy loam, 0 to 8 percent slopes, very stony	A
HhC	Hermon sandy loam, 8 to 15 percent slopes, very stony	A
HhD	Hermon sandy loam, 15 to 35 percent slopes, very stony	A
HkE	Hermon sandy loam, 20 to 60 percent slopes, extremely stony	A
HIB	Hinckley loamy sand, 3 to 8 percent slopes	A
HIC	Hinckley loamy sand, 8 to 15 percent slopes	A
PIB	Peru fine sandy loam, 0 to 8 percent slopes, very stony	C/D
RbA	Ridgebury fine sandy loam, 0 to 3 percent slopes	C/D
RgA	Ridgebury very stony fine sandy loam, 0 to 3 percent slopes	C/D
Sp	Sebago mucky peat	A/D
W	Water	

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher