DM ROMA
CONSULTING ENGINEERS

October 30, 2018

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

Re: Sketch Minor Subdivision Plan Application
Basin Road Subdivision
Colin Swan - Applicant

Dear Amanda:

On behalf of Colin Swan we have prepared the enclosed application, plans and supporting material for Sketch Plan Review of a proposed 4 Lot subdivision of a 6-acre parcel of land located on Basin Road. The parcel is located in the Farm Residential Zone, with a small corner of proposed lot 4 partially located within the Commercial-2 Zoning District.

Lot 1 is an existing lot of record owned by the applicant and developed with a single family dwelling. The applicant is purchasing approximately 4.4 acres from the abutting landowner to compile the development parcel that will be subdivided to create proposed lots 2, 3 and 4. All lots will have frontage on Basin Road, which is an existing paved private road, to meet the minimum road frontage requirements of the zoning district.

Each lot will require an on-site private well and subsurface wastewater disposal system. Power and cable service will be brought to the homes from the existing streets and will be installed underground. The existing water main in Basin Road is located approximately 628 from the nearest point of the development parcel, so it is not feasible to extend the water main to serve the proposed development. We have included soils test pit data for review, and we have requested a waiver from the Hydrogeological Assessment submission requirement.

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

PO Box 1116, Windham, ME 04062 ○ (207) 310-0506 ○ dustin@dmroma.com

Sketch Plan - Minor & Major Subdivision

Project Name: BASIN ROAD SUBDIVISION

Tax Map: 18-A **Lot:** 48-4 & PORTION OF 48-1

Number of lots/dwelling units: 4 LOTS **Estimated road length:** NONE

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

Contact Information

1. Applicant

Name: COLIN & PAYSON SWAN

Mailing Address: 46 BASIN ROAD, WINDHAM, ME 04062

Telephone: _____ Fax: _____ E-mail: _____

2. Record owner of property

X (Check here if same as applicant)

Name: - NOTE: APPLICANT IS ACQUIRING ADDITIONAL PROPERTY FROM ABUTTING LAND OWNER, JAROD ROBIE.

Mailing Address: _____

Telephone: _____ Fax: _____ Email: _____

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

Name: DUSTIN ROMA

Company Name: DM ROMA CONSULTING ENGINEERS

Mailing Address: PO BOX 1116, WINDHAM, ME 04062

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

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

Dustin Roma 10-30-18

Signature Date

Sketch Plan - Minor & Major Subdivisions: Submission Requirements	Applicant	Staff

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

Electronic Submission	X	

TOWN OF WINDHAM
SUBDIVISION & SITE PLAN APPLICATION

Performance and Design Standards Waiver Request Form

(Section 808 – Site Plan Review, Waivers)
(Section 908 – Subdivision Review, Waivers)

For each waiver request from the Performance and Design Standards detailed in Section 811 or Section 911 of the Town of Windham Land Use Ordinance, as applicable, please submit a separate completed copy of this waiver request form.

Subdivision or Project Name: BASIN ROAD SUBDIVISION

Tax Map: 18-A **Lot:** 48-4

Waivers are requested from the following Performance and Design Standards (add rows as necessary):

Ordinance Section	Standard	Mark which waiver this form is for
910.B.1.c.5	Hydrogeologic Assessment if septic systems are proposed	X

a. Describe how a waiver from the standard indicated above will improve the ability of the project to take the property's pre-development natural features into consideration. Natural features include, but are not limited to, topography, location of water bodies, location of unique or valuable natural resources, relation to abutting properties or land uses. Attach a separate sheet if necessary.

The proposed developed area on the lots are located on soils generally classified as Windsor Loamy Sand, which is an excessively drained soil with a relatively deep groundwater table. The enclosed test pits A, 18 & 19 show limiting factors of greater than 40 inches, greater than 56 inches, and 21 inches, respectively which demonstrate good soils on the proposed lots. The four lots have an average density of 1.4 acres per lot, which is relatively large. There were no adjacent properties identified that would be expected to have negative impacts from a septic system that is installed meeting the requirements of the state wastewater disposal rules. Due to all these factors, the requirement for a Hydrogeologic Assessment could reasonably be waived.

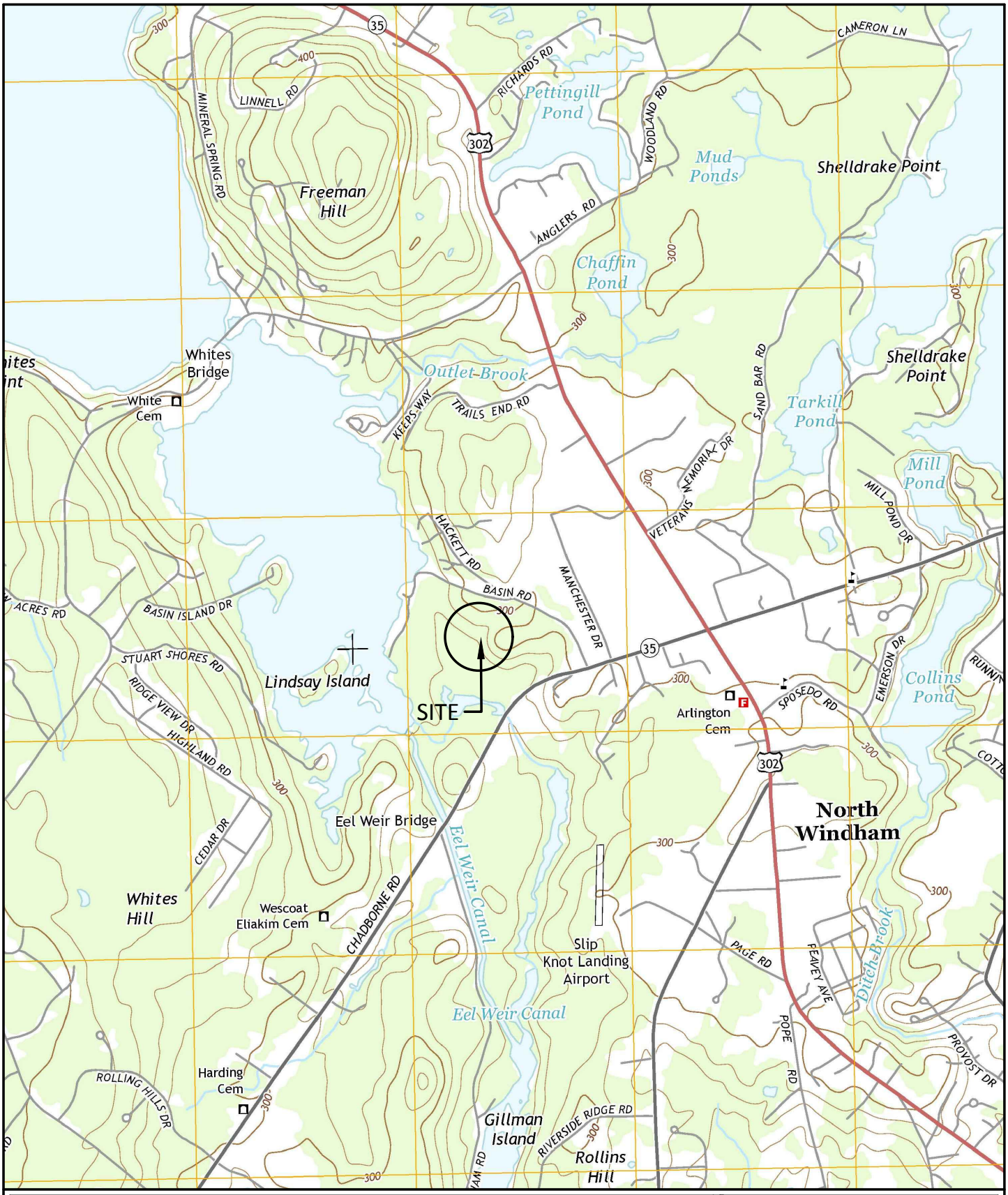
(continued next page)

Ordinance Section: 910.B.1.C.5

b. Will the waiver have an impact on any of the following criteria?

	Yes	No
Water or air pollution		x
Light pollution or glare		x
Water supply		x
Soil erosion		x
Traffic congestion or safety		x
Pedestrian safety or access		x
Supply of parking		x
Sewage disposal capacity		x
Solid waste disposal capacity		x
Scenic or natural beauty, aesthetics, historic sites, or rare or irreplaceable natural areas		x
Flooding or drainage issues on abutting properties		x
The Town's ability to provide the subdivision with public safety services (if subdivision)		x

If granting the waiver will result in an impact on any of the criteria above, please provide more detail below.

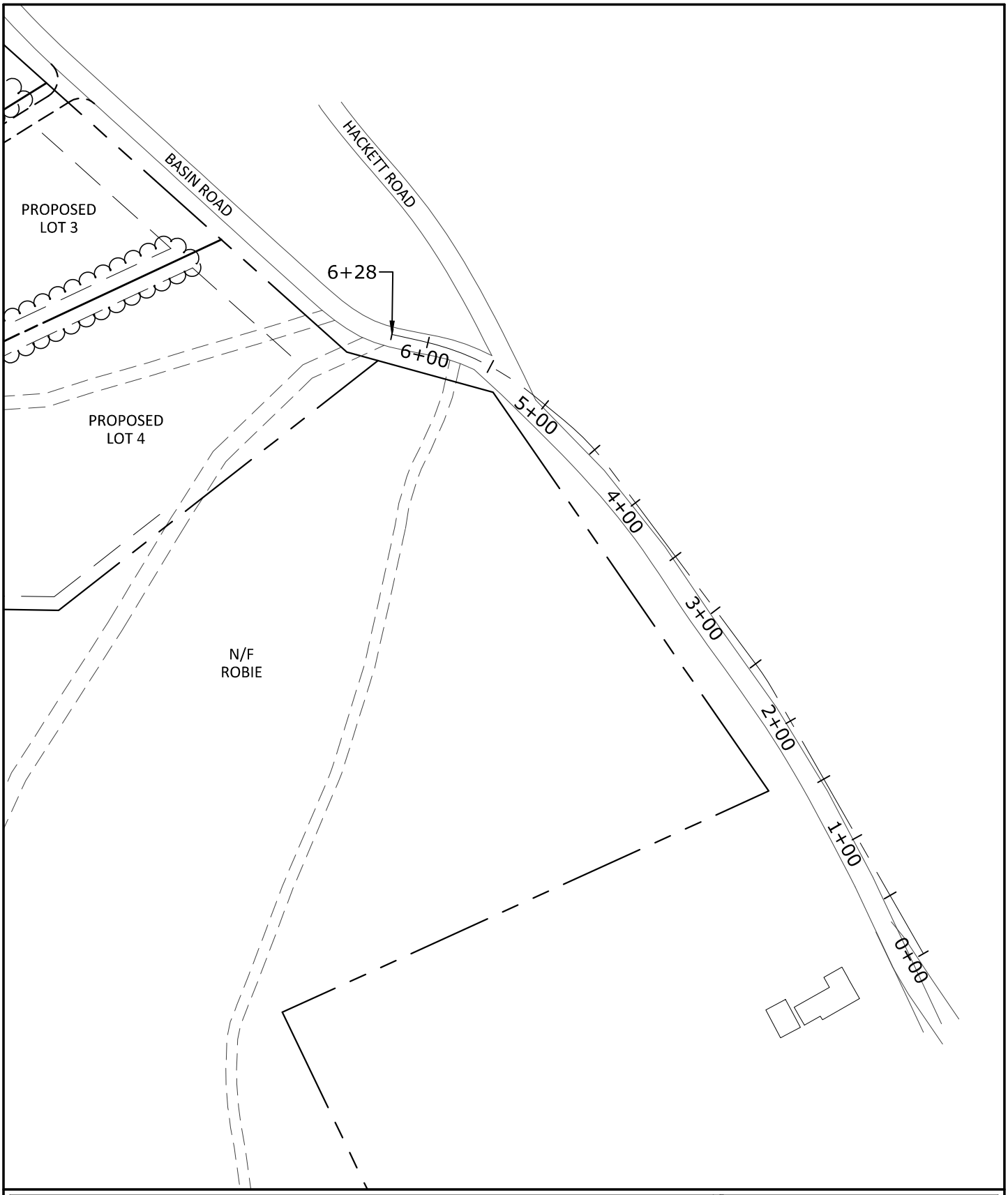


VICINITY MAP

BASIN ROAD SUBDIVISION
WINDHAM, MAINE

SCALE: 1"=2000'
DATE: 8-20-2018
JOB NUMBER: 18007

DM ROMA
CONSULTING ENGINEERS
PO BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506



WATER MAIN PROXIMITY MAP

BASIN ROAD SUBDIVISION
WINDHAM, MAINE

SCALE: 1"=200'
DATE: 10-23-2018
JOB NUMBER: 18007

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506

MAINE REAL ESTATE TAX PAID

Warranty Deed
(Maine Statutory Short Form)

DLN: 1001840022242

KNOW ALL PERSONS BY THESE PRESENTS THAT, Robie Contracting, Inc., a Maine Corporation, with a mailing address of P.O. Box 1508, Windham, Maine 04062, for valuable consideration paid by **Colin R. Swan and Payson Swan,** with a mailing address of 5 Zylar Drive, Windham, Maine 04062, the receipt and sufficiency whereof is hereby acknowledged, does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the said **Colin R. Swan and Payson Swan,** their heirs and assigns, with ***WARRANTY COVENANTS*, as joint tenants,** a certain lot or parcel of real property, with the buildings thereon, situated in the Town of Windham, County of Cumberland, State of Maine, bounded and described as follows:

PROPERTY DESCRIBED IN "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF

Meaning and intending to convey the same premises conveyed to Robie Contracting, Inc., by virtue of a deed from Manchester Properties, Inc., dated July 18, 2017 and recorded in the Cumberland County Registry of Deeds at Book 34170, Page 295.

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

Witness my hand and seal this 5 day of March, 2018.

Robie Contracting, Inc.

WITNESS

By Jarod Robie
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND

Personally appeared before me on this 5 day of March, 2018 the above named Jarod Robie, in said capacity, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Robie Contracting, Inc.

Christopher J. McLain
Notary Public, Maine
My Commission Expires
November 10, 2019

Notary Public/Attorney At Law

EXHIBIT A

A certain parcel of land situated on the southerly side of Basin Road in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the southerly sideline of Basin Road at land now or formerly of S.D. Warren Co. as described in a deed recorded in Book 533 Page 400 and Book 683 Page 400 in the Cumberland County Registry of Deeds;

Thence S 76° 20' 20" E, by and along the southerly sideline of Basin Road, a distance of 156.06 feet;

Thence S 63° 04' 19" E, by and along the southwesterly sideline of Basin Road, a distance of 124.90 feet;

Thence S 69° 48' 07" E, by and along the southwesterly sideline of Basin Road, a distance of 106.81 feet;

Thence S 29° 50' 25" W a distance of 275.00 feet to land of S.D. Warren Co.;

Thence N 31° 32' 35" W, by and along land of S.D. Warren Co., a distance of 432.78 feet to the point of beginning.

The parcel contains approximately 54,642 square feet.

Bearings are Magnetic 1964.

The above-described parcel is hereinafter referred to as the "Premises".

The Premises comprise a portion of the premises described in a deed from Francis Isabel Manchester to the Grantor dated November 10, 1988 and recorded in said Registry of Deeds in Book 8559, Page 41.

The Premises are conveyed together with a perpetual right and easement for pedestrian and vehicular access only to and from the Premises over the established traveled way of Basin Road as the same extends to Route 35, as said Road now exists in its present location, to the extent of the Grantor's interest therein, in common with the Grantor and all other parties having rights therein.

By acceptance of this deed, the Grantee agrees for itself and its successors and assigns to indemnify and hold harmless the Grantor, its officers, directors, shareholders, employees, successors and assigns, and others doing business on the Grantor's property, from and against any and all damages, liabilities, losses, expenses, claims, demands and suits (including reasonable attorneys' fees and other costs and expenses incurred in defending the same), incurred or suffered in consequence of either bodily injury to any person (including death) or damage to any property, and also any liens or encumbrances against the Grantor's property, arising out of, or in connection with, the exercise of the right and easement conveyed herein.

Excepting and reserving to the Grantor fee title to Basin Road, to the extent held by the Grantor, and the right to use Basin Road for all purposes relating to the Grantor's remaining property, as it now exists or as it may hereinafter be developed, including, but not limited to, (a) pedestrian and vehicular passage together with the right to pave and to otherwise construct such improvements therein so as to accommodate and enhance such use, (b) the installation, maintenance, repair and replacement of storm water and surface water collection and drainage facilities and the like, (c) the installation, maintenance, repair and replacement of utilities including, but not limited to, sewer lines, power lines, water lines, telephone lines, cable television lines and other communication lines, (d) the right to relocate said Road, in which case the right and easement granted to the Grantee herein shall thereafter relate to the relocated Road and not to the current location thereof, and (e) the right to dedicate said Road as it is now located or as it may hereafter be relocated to the Town of Windham for public road purposes.

Nothing herein shall obligate the Grantor to maintain or repair Basin Road as it is now located or as it may hereafter be relocated to facilitate the Grantee's use thereof.

The Premises are further conveyed together with rights in common with others, including the Grantor, to the extent appurtenant to the Premises, in and to the use of the beach now or formerly owned by S. D. Warren Company as set forth in a deed from S. D. Warren Company to Warren S. Manchester dated April 5, 1935, and recorded in the Registry in Book 1469, Page 167 (the "S. D. Warren Deed") , subject to the terms and conditions set forth in said S. D. Warren Deed, together with the right of access to and from said beach, in common with others including the Grantor, over Basin Road to said beach,, to the extent of the Grantor's interest in said Basin Road.

The Premises are further conveyed together with the rights and easements in and to the use of ten (10) foot wide strips of land excepted and reserved in (a) a deed from the Grantor to Adam J. Jones and Sharon D. Jones dated July, 2004, and recorded

in the Cumberland County Registry of Deeds in Book 21569, Page 71, and (b) a deed from the Grantor to Adam J. Jones and Sharon D. Jones dated June 1, 2017 and recorded in the Cumberland County Registry of Deeds in Book 34058, Page 281, in accordance with the terms and provisions set forth in said deeds.

Notwithstanding anything to the contrary set forth herein or to the provisions of Maine law, the Premises shall not include (a) the rights and easements set forth in a Drainage Easement from S. D. Warren Company to the Grantor dated February 23, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11394, Page 274, or (b) the rights excepted and reserved in a deed from the Grantor to Kevin S. Tolan and Kathryn E. Field dated January, 2017, and recorded in the Cumberland County Registry of Deeds in Book 33758, Page 322, to use Upper Basin Road and Sunset Lane extending through the premises described in said deed.

No other rights and easements over the Grantor's remaining property are intended to be included in this deed.

The Premises and appurtenant rights and easements thereto are conveyed subject to all rights, easements, restrictions, covenants and conditions of record.

Received
Recorded Register of Deeds
Mar 06,2018 02:15:20P
Cumberland County
Nancy A. Lane

PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

October 24, 2018
Offer Date

October 24, 2018 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Colin & Payson Swan ("Buyer") and Jarod Robie ("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 36 Basin Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 34058, Page(s) 103.

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 _____ days of the Effective Date, a deposit of earnest money in the amount $ _____. Buyer agrees that an additional deposit of earnest money in the amount of $ 0 will be delivered _____. If Buyer fails to deliver the initial or 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: Jarod Robie ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until Nov 1, 2018 (date) _____ ☐ 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 Jan 1, 2019 (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 this Agreement shall become null and void 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 Quitclaim Deed 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) N/A. 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	☐	☑	within _____ days	_____	_____
Purpose: _____					
2. SOILS TEST	☐	☑	within _____ days	_____	_____
Purpose: _____					
3. SEPTIC SYSTEM DESIGN	☐	☑	within _____ days	_____	_____
Purpose: _____					
4. LOCAL PERMITS	☐	☑	within _____ days	_____	_____
Purpose: _____					
5. HAZARDOUS WASTE REPORTS	☐	☑	within _____ days	_____	_____
Purpose: _____					
6. UTILITIES	☐	☑	within _____ days	_____	_____
Purpose: _____					
7. WATER	☐	☑	within _____ days	_____	_____
Purpose: _____					
8. SUB-DIVISION APPROVAL	☐	☑	within _____ days	_____	_____
Purpose: _____					
9. DEP/LURC APPROVALS	☐	☑	within _____ days	_____	_____
Purpose: _____					
10. ZONING VARIANCE	☐	☑	within _____ days	_____	_____
Purpose: _____					
11. HABITAT REVIEW/ WATERFOWL	☐	☑	within _____ days	_____	_____
Purpose: _____					
12. REGISTERED FARMLAND	☐	☑	within _____ days	_____	_____
Purpose: _____					
13. MDOT DRIVEWAY/ ENTRANCE PERMIT	☐	☑	within _____ days	_____	_____
Purpose: _____					
14. DEED RESTRICTION	☐	☑	within _____ days	_____	_____
Purpose: _____					
15. TAX STATUS*	☐	☑	within _____ days	_____	_____
Purpose: _____					
16. BUILD PACKAGE	☐	☑	within _____ days	_____	_____
Purpose: _____					
17. OTHER	☐	☑	within _____ days	_____	_____
Purpose: _____					

*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 _____ days. ☐ Yes ☒ No

Further specifications regarding any of the above:

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

 Buyer(s) Initials CS RS Seller(s) Initials SP _____

11. FINANCING: This Agreement:

☐ is not subject to a financing contingency. Buyer shall provide proof of the funds within _____ days.

☒ is subject to financing as follows:

a. This Agreement is subject to Buyer obtaining a Seller Financing loan of 100 % of the purchase price, at an interest rate not to exceed 4.0 % and amortized over a period of 15 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within N/A days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial. Any failure by Buyer to provide Seller with the loan denial within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have N/A days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to $ N/A toward Buyer's actual pre-paids, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing ☐ is ☒ is not subject to the sale of another property. See addendum ☐ Yes ☒ No.

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

_____ (_____) of _____ (_____)
Licensee MLS ID Agency MLS ID

is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

_____ (_____) of _____ (_____)
Licensee MLS ID Agency MLS ID

is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

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

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

14. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. 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 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.

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: Seller To pay any necessary subdivision fees and land splitting costs. land To sell must be mutally agreed upon between Buyer and seller.

23. GENERAL PROVISIONS:

a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.

d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. ADDENDA: ☐ Yes Explain: _____ ☐ No

Buyer's Mailing address is _____.

BUYER _____ DATE _____ BUYER _____ DATE _____

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is PO Box 1463 Windham, ME 04062.

SELLER _____ DATE 10/21/18 SELLER _____ DATE _____

Gorham
SAVINGS BANK
Banking is believing℠

October 26, 2018

Jarod Robie and Robie Holdings/Colin and Payson Swan
RE: Basin Road Subdivision, Windham, Maine

To Whom It May Concern,

Jarod Robie and his related entities have an established relationship with Gorham Savings Bank. Mr. Robie in conjunction with Colin and Payson Swan have the financial capacity to develop and complete the proposed subdivision on Basin Road in Windham, Maine.

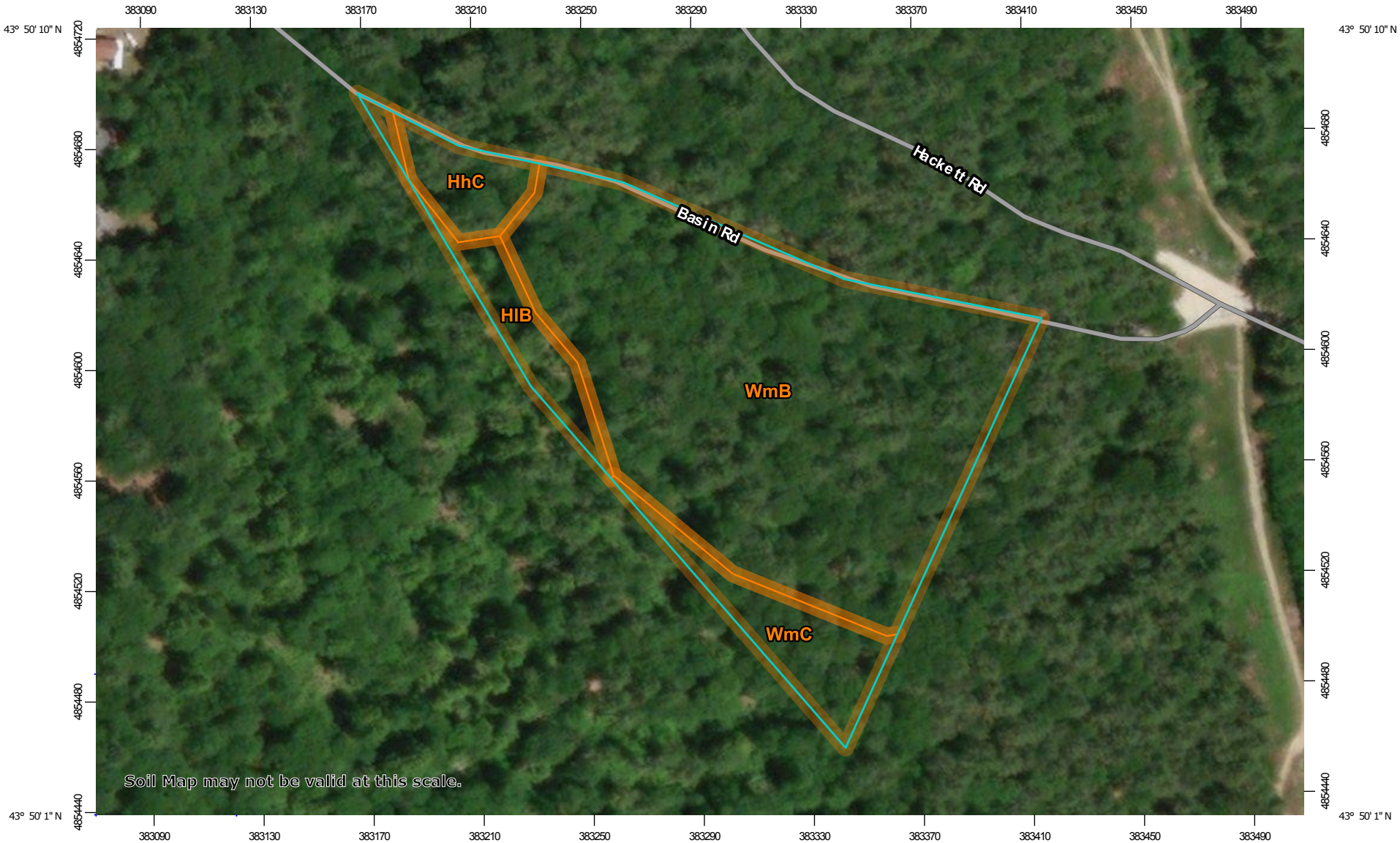
Should you have any further questions, I can be reached at 207-222-1499.

Sincerely,

Kimberly A. Donnelly

Kimberly A. Donnelly
SVP, Director of Business Banking
Gorham Savings Bank

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



Map Scale: 1:2,010 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 25 50 100 150

Feet: 0 50 100 200 300

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HhC	Hermon sandy loam, 8 to 15 percent slopes, very stony	0.3	5.7%
HlB	Hinckley loamy sand, 3 to 8 percent slopes	0.4	6.9%
WmB	Windsor loamy sand, 0 to 8 percent slopes	4.5	78.3%
WmC	Windsor loamy sand, 8 to 15 percent slopes	0.5	9.1%
Totals for Area of Interest		**5.7**	**100.0%**

Cumberland County and Part of Oxford County, Maine

WmB—Windsor loamy sand, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2w2x2
Elevation: 0 to 1,410 feet
Mean annual precipitation: 36 to 71 inches
Mean annual air temperature: 39 to 55 degrees F
Frost-free period: 140 to 240 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Windsor and similar soils: 85 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Windsor

Setting

Landform: Outwash terraces, deltas, outwash plains, dunes
Landform position (three-dimensional): Tread, riser
Down-slope shape: Linear, convex
Across-slope shape: Linear, convex
Parent material: Loose sandy glaciofluvial deposits derived from granite and/or loose sandy glaciofluvial deposits derived from schist and/or loose sandy glaciofluvial deposits derived from gneiss

Typical profile

Oe - 0 to 1 inches: moderately decomposed plant material
A - 1 to 3 inches: loamy sand
Bw - 3 to 25 inches: loamy sand
C - 25 to 65 inches: sand

Properties and qualities

Slope: 0 to 8 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Excessively drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to very high (1.42 to 99.90 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline (0.0 to 1.9 mmhos/cm)
Available water storage in profile: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2s
Hydrologic Soil Group: A

Hydric soil rating: No

Data Source Information

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 15, Sep 6, 2018

October 25, 2018

Dustin Roma
DM ROMA Consulting Engineers
PO BOX 1116
Windham, ME 04062

RE: Soil Evaluation for Septic System
Colin Swam Lot, Basin Road, Windham, Maine

Dear Mr. Roma:

On October 25th, 2018, one test pit was dug and assessed on the subject parcel identified on the Town of Windham tax maps as Map 18A, Lot 48-4 on Basin Road for a proposed house lot. The test pit was evaluated by Alexander Finamore, LSE #391 .

The test pit was located in a wooded setting dug to 40 inches in depth, and revealed coarse sandy soil. No evidence of a seasonal water table, bedrock, or restrictive layer was observed. Therefore the proposed houselot has suitable soils for a First Time System according to the Maine Subsurface Wastewater Disposal Code. Please find the soil profile description of the test pits attached.

If you have any questions, please feel free to email me at: mainelysoils@gmail.com or call 207-650-4313.

Sincerely,

Alexander A. Finamore, LSE #391
Owner - Mainely Soils, LLC

FORM F

SOIL PROFILE/CLASSIFICATION INFORMATION

Detailed Description of Subsurface Conditions at Project Sites

Project Name:	Applicant Name:	Project Location (municipality):
Basin Road Property	Colin Swan	Windham

SOIL DESCRIPTION AND CLASSIFICATION

Exploration Symbol: TP-A [X] Test Pit [ ] Boring

1 * Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (Inches)

Texture	Consistency	Color	Mottling
SANDY LOAM	FRIABLE	DARK BROWN	NONE OBSERVED
LOAMY SAND		BROWN	
MEDIUM SAND	LOOSE	LIGHT YELLOWISH BROWN	
COARSE SAND		PALE BROWN	
LIMIT OF EXCAVATION = 36"			

hydric / non-hydric	Slope %	Limiting factor	ground water / restrictive layer / bedrock
[ ] hydric [x] non-hydric	0	>40"	

C.S.S. Soil Series / phase name: Drainage Class: Hydrologic Group:

L.S.E. Soil Classification: Profile: 5 Soil Condition: C

SOIL DESCRIPTION AND CLASSIFICATION

Exploration Symbol: [ ] Test Pit [ ] Boring

* Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (Inches)

Texture	Consistency	Color	Mottling

hydric / non-hydric	Slope %	Limiting factor	ground water / restrictive layer / bedrock
[x] hydric [ ] non-hydric			[ ] ground water [ ] restrictive layer [ ] bedrock

C.S.S. Soil Series / phase name: Drainage Class: Hydrologic Group:

L.S.E. Soil Classification: Profile: Soil Condition:

SOIL DESCRIPTION AND CLASSIFICATION

Exploration Symbol: [ ] Test Pit [ ] Boring

* Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (Inches)

Texture	Consistency	Color	Mottling

hydric / non-hydric	Slope %	Limiting factor	ground water / restrictive layer / bedrock
[ ] hydric [ ] non-hydric			[ ] ground water [ ] restrictive layer [ ] bedrock

C.S.S. Soil Series / phase name: Drainage Class: Hydrologic Group:

L.S.E. Soil Classification: Profile: Soil Condition:

SOIL DESCRIPTION AND CLASSIFICATION

Exploration Symbol: [X] Test Pit [X] Boring

* Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (Inches)

Texture	Consistency	Color	Mottling

hydric / non-hydric	Slope %	Limiting factor	ground water / restrictive layer / bedrock
[ ] hydric [ ] non-hydric			[ ] ground water [ ] restrictive layer [ ] bedrock

C.S.S. Soil Series / phase name: Drainage Class: Hydrologic Group:

L.S.E. Soil Classification: Profile: Soil Condition:

Professional Endorsements *(as applicable)*

C.S.S.	signature:	Date:
	name printed/typed:	Lic.#:
L.S.E.	signature:	Date: 10/25/18
	name printed/typed: Alexander A. Finamore	Lic.#: 391

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering

Town, City, Plantation	Street, Road Subdivision	Owner's Name
WINDHAM	BASIN ROAD	N/F DALISSANDRO (DMRDMA)

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP 17 ■ Test Pit ☐ Boring
_____" Depth of Organic Horizon Above Mineral Soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	SANDY LOAM		DK. BROWN	
10	LOAMY SAND		DARK YELLOWISH BROWN	
20		FRIABLE		
30	FINE & MEDIUM SANDS		YELLOWISH BROWN	NONE EVIDENT
40			LIGHT OLIVE BROWN	
50	LIMIT OF EXCAVATION @ 68"			

Soil Classification		Slope	Limiting Factor	
5	B	____ %	____"	☐ Ground Water ☐ Restrictive Layer ☐ Bedrock ☐ Pit Depth
Profile	Condition			

ADAMS

Observation Hole TP 18 ■ Test Pit ☐ Boring
_____" Depth of Organic Horizon Above Mineral Soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	LOAMY SAND		DK. BROWN	
10			DARK YELLOWISH BROWN	
20	MEDIUM SAND	FRIABLE	LIGHT OLIVE BROWN	
30	COARSE SAND & GRAVEL		PALE OLIVE	NONE EVIDENT
40				
50	LIMIT OF EXCAVATION @ 56"			

Soil Classification		Slope	Limiting Factor	
5	B	____ %	____"	☐ Ground Water ☐ Restrictive Layer ☐ Bedrock ☐ Pit Depth
Profile	Condition			

ADAMS/COLTON

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP 19 ■ Test Pit ☐ Boring
_____" Depth of Organic Horizon Above Mineral Soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	LOAMY SAND		DARK BROWN	
10		FRIABLE	DARK YELLOWISH BROWN	
20	MEDIUM & COARSE SAND		LT. OLIVE BROWN	
30	SILT LOAM (MARINE)	FIRM	OLIVE	COMMON, DISTINCT
40				
50	LIMIT OF EXCAVATION @ 58"			

Soil Classification		Slope	Limiting Factor	
7	C	____ %	21"	☐ Ground Water ☒ Restrictive Layer ☐ Bedrock ☐ Pit Depth
Profile	Condition			

ELDRIDGE/ELMWOOD

Observation Hole TP 20 ■ Test Pit ☐ Boring
_____" Depth of Organic Horizon Above Mineral Soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	FINE SANDY LOAM	FRIABLE	DK. BROWN	
10			DARK YELLOWISH BROWN	
20	SANDY LOAM		LT. OL. BR.	FEW, FAINT
30	SILTY CLAY LOAM	FIRM	OLIVE	COMMON, DISTINCT
40				
50	LIMIT OF EXCAVATION			

Soil Classification		Slope	Limiting Factor	
8	C	____ %	26"	☒ Ground Water ☒ Restrictive Layer ☐ Bedrock ☐ Pit Depth
Profile	Condition			

ELMWOOD

James Logan — Site Evaluator Signature / SOIL SCIENTIST

237/213 — SE # / CSSH

5/18/16 — Date

HHE-200 Rev. 1/85

Longview Partners, LLC
6 Second Street
Buxton, ME 04093
207-693-8799

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering

Town, City, Plantation	Street, Road Subdivision	Owner's Name
WINDHAM	BASIN ROAD	N/K DALISSANDRO (DM ROMA)

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP21 ■ Test Pit ☐ Boring
_____" Depth of Organic Horizon Above Mineral Soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	SANDY LOAM		DK. BROWN	
			DARK	
10	LOAMY SAND		YELLOWISH BROWN	
		FRIABLE	YELLOWISH BROWN	
20	MEDIUM & COARSE SAND			
30			LT. OLIVE BROWN	FEW, FAINT
40	SILTY CLAY LOAM	FIRM	OLIVE	COMMON, DISTINCT
50	LIMIT OF EXCAVATION @ 51"			

Soil Classification		Slope	Limiting Factor	
7 Profile	C Condition	___ %	26"	☒ Ground Water ☒ Restrictive Layer ☐ Bedrock ☐ Pit Depth

ELDRIDGE/ELMWOOD

Observation Hole TP22 ■ Test Pit ☐ Boring
_____" Depth of Organic Horizon Above Mineral Soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	FINE SANDY LOAM		DARK BROWN	
10		FRIABLE	DARK	
	LOAMY SAND		YELLOWISH BROWN	
20			LT. OLIVE BROWN	
30	STONY LOAMY SAND & SAND	SOMEWHAT FIRM TO FIRM	OLIVE	COMMON, DISTINCT
40				
50	LIMIT OF EXCAVATION @ 64"			

Soil Classification		Slope	Limiting Factor	
3 Profile	C Condition	___ %	22"	☒ Ground Water ☒ Restrictive Layer ☐ Bedrock ☐ Pit Depth

SKERRY

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP23 ■ Test Pit ☐ Boring
_____" Depth of Organic Horizon Above Mineral Soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	FINE SANDY LOAM		DK. BROWN	
			DARK	
10	SANDY LOAM	FRIABLE	YELLOWISH BROWN	
20			LT. OL. BR.	FEW, FAINT
30	SILTY CLAY LOAM	FIRM	OLIVE	COMMON, DISTINCT
40				
50	REFUSAL IN STONES @ 63"			

Soil Classification		Slope	Limiting Factor	
8 Profile	C Condition	___ %	18"	☒ Ground Water ☐ Restrictive Layer ☐ Bedrock ☐ Pit Depth

ELMWOOD

Observation Hole TP24 ■ Test Pit ☐ Boring
_____" Depth of Organic Horizon Above Mineral Soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0	LOAMY SAND		DK. BROWN	
			DARK	
10		FRIABLE	YELLOWISH BROWN	
20				
30	MEDIUM & COARSE SAND		LIGHT YELLOWISH BROWN	NONE EVIDENT
40				
			LT. OLIVE BROWN	
50	LIMIT OF EXCAVATION @ 62"			

Soil Classification		Slope	Limiting Factor	
5 Profile	B Condition	___ %	___"	☐ Ground Water ☐ Restrictive Layer ☐ Bedrock ☐ Pit Depth

ADAMS

James Logan
Site Evaluator Signature / SOIL SCIENTIST

237/213
SE # / CSSA

5/18/16
Date

HHE-200 Rev. 1/85

Longview Partners, LLC
6 Second Street
Buxton, ME 04093
207-693-8799