



**Town of Windham  
Major Subdivision Amendment Application**

For :

**Quarry Ridge Business Park  
Lot 3, Lot Division  
Enterprise Drive/ Bedrock Terrace  
Windham, Maine 04062**

Prepared for:

**Dwight Investments, LLC  
11330 James Jack Lane  
Charlotte, North Carolina 28277**

Prepared by:

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

**August 2020**

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(5) Copies Text and Plans, CD copy of entire submittal



August 21, 2020  
20326

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

**Major Subdivision Amendment Application – Quarry Ridge Business Park**  
**Assessor Parcel: Map 21, Lot 15-3**

Dear Planning Board Members:

On behalf of Dwight Investments LLC, we have prepared the following Subdivision Amendment Application for a proposed lot division at Quarry Ridge Business Park. The subject parcel is accessed from Enterprise Drive and Bedrock Terrace in the Town of Windham. A Subdivision Amendment Application is being submitted because an additional lot is being created within a previously approved subdivision. A Maine Department of Environmental Protection (MDEP) Minor Revision application will also need to be filed for the proposed lot division.

**Project Site:** The project parcel is identified in the Town’s Assessor database as Lot 15-3 on Tax Map 21 which is located entirely within the Enterprise Development District. Dwight Investments, LLC proposes to subdivide Lot 3 of the business park into two parcels. The overall parcel size is approximately 3.88 acres, and the proposed division will result in a 1.84 parcel with frontage on both Enterprise Drive and Bedrock Terrace, and a 2.04-acre parcel with frontage on Bedrock Terrace. Dimensional standards of the Enterprise Development District will be generally satisfied.

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.

**Regulatory History:** Lot 3 and other lots within Quarry Ridge Business Park were originally part of a larger parcel that received approval under a MDEP Site Location of Development (Site Law) permit in 1993 (#L-18029-39-L-N) for a gravel pit operated by R.J Grondin and Sons. 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.

The project requires a 4<sup>th</sup> Amended Subdivision Plan for the lot division assuming approval by the Planning Board before the Copart of Connecticut (Copart) project that is still being reviewed by MDEP. The Copart project involves the combination of Lot 5, 6 and 7, and a portion of land (Lot 13) retained by R.J. Grondin and Sons.

**Future Development:** Future site development of the two lots is not under consideration at this time.

**Traffic:** Quarry Ridge Business Park is under the jurisdictional requirements of a Maine Department of Transportation Traffic Movement Permit (TMP). A building footprint was assumed for each lot in the subdivision to determine traffic count numbers. A traffic memo was performed by the Sebago Technics to evaluate impacts associated with the creation of an additional lot.

**Waivers:** At this time, no waivers are anticipated waivers from Chapter 900 – Subdivision.

**Closure:** We are hopeful that all of the required information is adequate for Subdivision Amendment review and approval. Upon reviewing the enclosed plans and information, please call with any questions or if you require additional information. We look forward to meeting with Planning Board at their next regularly scheduled meeting to discuss the project in more detail. Thank you for your consideration.

SEBAGO TECHNICS, INC.

Sincerely,

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

Craig A. Burgess, P.E.  
Project Manager

CAB/

# **Exhibit 1**

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## **Application Form**

## Amended Subdivision

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**Project Name:** Division of Lot 3, Quarry Ridge Business Park Subdivision Amendment

**Tax Map:** 21      **Lot:** 15-3

**Number of lots/dwelling units:** 1 Additional Lot      **Estimated road length:** N/A

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

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### Contact Information

1. Applicant

Name: Dwight Investments, LLC - attn: Ernest Dwight

Mailing Address: 11330 James Jack Lane, Charlotte, North Carolina 28277

Telephone: (704) 962-0020      Fax: N/A      E-mail: ernestdwright@carolina.rr.com

2. Record owner of property

         (Check here if same as applicant)

Name: RJGF, LLC - attn: Robert Grondin

Mailing Address: 11 Bartlett Road, Gorham, ME 04038

Telephone: (207) 854-1147      Fax: N/A      Email: r.grondin.3@grondinconstruction.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

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

Telephone: (207) 200-2081      Fax: N/A      E-mail: cburgess@sebagotechnics.com

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



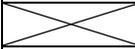
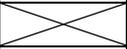
08-20-2020

Signature

Date

**Amended Subdivision - Minor Final Subdivision Submission Requirements (not all may be applicable)**

<b>A. Mandatory Written Information</b>		Applicant	Staff
1	A fully executed application form, signed by person with right, title, or interest in the property	X	
2	Evidence of payment of the application and escrow fees	X	
3	Name, registration number and seal of the Maine Licensed Professional Land Surveyor who conducted the survey	X	
4	Name, registration number and seal of the licensed professional who prepared the plan (if applicable)	X	
5	Description of how solid waste generated at the site is to be collected and disposed of.	N/A	
6	Statement from the Maine Inland Fisheries & Wildlife that no significant wildlife habitat exists on the site	N/A	
7	Copies of existing or proposed deed restrictions or covenants.	X	
8	Copies of existing or proposed easements over the property	X	
9	Title opinion proving right of access to the proposed subdivision or site for any property proposed for development on or off of a private way or private road	X	
10	Financial Capacity. Estimated costs of development, and itemization of major costs	X	X
	i. Estimated costs of development, and itemization of major costs	N/A	
	ii. Financing - provide one of the following:	X	X
	a. Letter of commitment to fund from financial institution, governmental agency, or other funding agency	N/A	
	b. Annual corporate report with explanatory material showing availability of liquid assets to finance development	N/A	
	c. Bank statement showing availability of funds if personally financing development	N/A	
	d. Cash equity commitment	N/A	
	e. Financial plan for remaining financing	N/A	
	f. Letter from financial institution indicating an intention to finance	N/A	
	iii. If a corporation, Certificate of Good Standing from the Secretary of State	N/A	
11	Technical Capacity	X	X
	i. A statement of the applicant's experience and training related to the nature of the development, including developments receiving permits from the Town.	X	
	ii. Resumes or similar documents showing experience and qualifications of full-time, permanent or temporary staff contracted with or employed by the applicant who will design the development.	X	
12	Name and contact information for the road association who's private way or road is used to access the subdivision (if applicable)	N/A	

<b>B. Mandatory Plan Information</b>		<b>Applicant</b>	<b>Staff</b>
1	Name of subdivision, date and scale	X	
2	Stamp of the Maine License Professional Land Surveyor that conducted the survey, including at least one copy of original stamped seal that is embossed and signed	X	
3	Stamp with date and signature of the Maine Licensed Professional Engineer that prepared the plans. *surveyor's seal included	X	
4	North arrow identifying all of the following: Grid North, Magnetic North, declination between Grid and Magnetic, and whether Magnetic or Grid bearings were used in the plan design	X	
5	Location map showing the subdivision within the municipality	X	
6	Vicinity plan showing the area within 250 feet, to include:		
	i. approximate location of all property lines and acreage of parcels	X	
	ii. locations, widths, and names of existing, filed, or proposed streets, easements or building footprints	X	
	iii. location and designations of any public spaces	X	
	iv. outline of proposed subdivision, together with its street system and indication of future probably street system, if the proposed subdivision encompasses only part of the applicants entire property.	X	
7	Standard boundary survey of parcel, including all contiguous land in common ownership within the last 5 years	X	
8	Existing and proposed street names, pedestrian ways, lot easements, and areas to be reserved or dedicated to public use	X	
9	All lots within the subdivision, including numbers for each lot, and map and lot number assigned by the Windham Assessing Department	X	
10	Location of all monuments as required by ordinance	X	
11	Location of any important or unique natural and site features including, but not limited to wetlands, water bodies, streams, scenic areas, sand and gravel aquifers, significant wildlife habitats, significant fisheries, treelines, historic and/or archaeological resources.	X	
12	Location of all yard setback lines.	X	
13	Medium intensity soils map for the area to be subdivided. The Planning Board may require submission of a high intensity soils map in instances where poor soils are evident.	X	
14	Location and results of test pits performed by a Maine Licensed Site Evaluator or Certified Soil Scientist if subsurface wastewater disposal systems (septic) are proposed.	N/A	
15	Written offers of cessation to the Town of all public open space shown on the plan.	N/A	
16	All conditions of approval and/or waivers required or granted by the Planning Board, with the exception of waivers from the submission requirements.	X	
17	Boundaries of any flood hazard areas and the 100-year flood elevation as depicted on the Town's Flood Insurance Rate Map	X	
18	For Cluster Subdivisions that do not maximize the development potential of the property being subdivided, a conceptual master plan for the remaining land showing future roads, Open Space, and lot layout, consistent with the requirements of 911.K., Custer Developments will be submitted.	N/A	

<b>C. Submission information for which a waiver may be granted.</b>		Applicant	Staff
1	Contour lines at intervals of 5 feet, or at lesser intervals as the Planning Board may require	N/A	
2	Description of how stumps and demolition debris will be disposed of	N/A	
3	A surface drainage plan or stormwater management plan with profiles and cross-sections showing the design of all facilities and conveyances necessary to meet the stormwater management standards set forth in Section 900.	N/A	
4	A soil erosion and sediment control plan prepared by a Maine Licensed Professional Engineer or a Certified Professional in Erosion and Sediment Control (CPESC).	N/A	
5	If subsurface wastewater disposal systems (septic) are proposed, a hydrogeologic assessment prepared by a Maine Licensed Site Evaluator or Certified Geologist.	N/A	
6	Show location of driveways	N/A	
<b>Electronic Submission</b>		X	

# **Exhibit 2**

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## **Consultant List**

## Subdivision Amendment - Consultant List

### Survey

Sebago Technics, Inc.  
75 John Roberts Road, Suite 4A  
South Portland, ME 04106  
Contact: Matthew Ek, PLS  
(207) 200-2058  
mek@sebagotechnics.com

Project Manager: Craig Burgess, P.E.  
(207) 200-2081

# CRAIG A. BURGESS, PE

## Project Manager



Mr. Burgess joined Sebago Technics, Inc., (STI) in June of 2012. Having over 15 years of civil engineering experience throughout Maine, Craig is involved in all aspects of project management, roadway and site design, permitting, plan preparation and stormwater analyses. He has been involved with a variety of institutional, municipal and private sector projects.

Craig routinely coordinates directly with clients, regulatory agencies and internal project managers on projects of diverse caliber. He excels at his communication skills and creative engineered solutions that work to create efficient, aesthetic and cost-effective projects for his clients. His engineered solutions were recognized in late 2013 for the Baxter Boulevard North CSO Storage conduit and Morse Street Sewer Separation Project with the City of Portland. The project won the 2013 Build Maine Award from AGC Maine, and also won the 2014 Maine ACEC Special Recognition Award for Engineering Excellence.

## EXPERIENCE



- Multiple projects for **Bowdoin College** including: **Roux Center for the Environment, Whittier Athletic Complex, Pine Street Extension.**
- **Margaret Chase Elementary School - Sanford, ME:** Comprehensive building expansion involving design for complete overhaul of site amenities, including a new multi-purpose field. Served as the Lead Site Engineer to bring the project into compliance with State stormwater phosphorus standards.
- **Sanford High School and Regional Technical Center:** Site selection, engineering and permitting for a new 350,000 square foot high school and regional technical campus in Sanford, Maine. Served as lead site engineer for the most expensive school construction project in State history.
- **Morse High School (RSU 1):** Led site engineering team for new high school and surrounding site amenities. Developed creative solutions to manage stormwater across site with a significant elevation differential and earthwork demands.
- **Colby College Athletic Fieldhouse Complex - Waterville, ME:** Lead site engineer of stormwater management design for new athletic facility and site amenities.
- **Wells School District – Wells, ME:** New athletic field and track expansion plan. The project was designed, permitted, and construction started within 3 months of authorization. The project features an internal underdrained sand filter that received immediate approval from Maine DEP, allowing the project to meet treatment exemptions needs cost effectively.
- **Cabin in the Woods – Chelsea, ME:** Project Manager, site engineering and permitting for residential housing project serving homeless veterans in Maine.
- **Martin's Point Healthcare** – Lead site engineer for innovative new medical office facilities in Biddeford and Scarborough, Maine.
- **Baxter Boulevard North Storage Conduit Storage Project - Portland, ME:** Lead site engineer for a 2 Million Gallon CSO Storage Project.
- **Central Maine Veterans Memorial Cemetery – Augusta, ME:** Engineering, permitting and construction administration for the new crypt construction. The first of its kind for the State of Maine at the time of construction. This new site will inturn over 950 Veterans serving our State and Country.

## EDUCATION



Villanova University  
Villanova, Pennsylvania  
August 1999 – May 2003  
B.S., Mechanical Engineering

## CERTIFICATIONS

LEED Green Associate  
State of Maine Certification for  
Inspection and Maintenance of  
Stormwater BMP

## MEMBERSHIPS

American Society of Civil Engineers

## RECOGNITION

Baxter Boulevard won Maine ACEC  
Special Recognition Award for  
Engineering Excellence

Baxter Boulevard won 2013 Build  
Maine award for AGC Maine

## REGISTRATIONS

Professional Engineer: Maine #12638



# MATTHEW W. EK, PLS, LLS

Director of Survey/GIS Advancement



Mr. Ek joined Sebago Technics, Inc. in 1994 as a survey technician and instrument operator and has more than 30 years of surveying experience. His work at Sebago Technics has involved the use of several survey instruments as technology has changed over the years. His experience using Global Positioning Systems (GPS) spans more than two decades and he has been using High Definition Laser Scanning since 2013. Typical services include: project management, boundary surveys, topographic surveys, aerial control surveys, route alignment and as-built surveys, construction layout services, structural detail surveys including: bridges, dams, buildings and towers, tidal datum studies and land title surveys. He has worked on and often represents clients at public meetings related to subdivision and site plan approvals. Matt was promoted to the position of Senior Survey Manager in 2001. This position required him to manage, schedule and review the work of the survey staff at Sebago Technics, as well as, coordination with all of the other disciplines and project managers. In 2016 Matt was promoted to Director of Survey/GIS Advancement.

## EXPERIENCE



**Maine Medical Center Campus, Portland, Maine** – Full Existing Conditions Survey of the Urban 20 Acre property.

**Colby College, Waterville, Maine** – Full Existing Conditions Survey of the 85 Acre athletic complex, and additional areas around the campus.

**Thornton Heights Neighborhood, South Portland, Maine** – Existing Conditions Survey of 21,000 feet of streets and 2,500 feet of cross country storm drainage corridor. He scanned the streets with our High Definition Laser Scanner to create a detailed terrain model of the streets for our redesign of the utilities and road network.

**Middle and High School Campus, Dover, NH** – Full Existing Conditions Survey of the 85 Acre school property.

**Clair Property, Biddeford, Maine** – Existing Conditions Survey including Boundary, Utilities, Wetlands, Vernal Pools, and Aerial topography on the 586 Acre Property.

**Wildland Subdivision, Standish, Maine** – Boundary Survey, Wetlands, Aerial topography with on the ground topography of developed areas within the 538 acre property.

**Dunstan Crossing, Scarborough, Maine** – Boundary Survey, Wetlands, and on the ground topography of 142 acre site for our subdivision design.

**Deer Isle Bridge, Sedgewick and Deer Isle, Maine** – Structural survey of bridge suspension cables on the 2048 foot long suspension bridge.

**Bangor International Airport, Bangor, Maine** – High Definition Laser Scan Survey of 35 Acres of Taxiways, Hangers and surrounding areas to provide detailed topography of drainage issues.

### Equipment:

GPS Equipment: Topcon Hiper GGD, Leica RX1250XC, RTN GPS, and Trimble Geo XH

Survey Equipment: Various Lietz, Sokkisha, Topcon, and Leica equipment and Data Collectors

High Definition Surveys: Leica Scan Station 2 and P40 3D High Definition Laser Scanner

### Software:

AutoDesk Products: AutoCAD 2014, Civil 3D, and Field Survey, AutoCAD experience spans.

AutoCAD Releases: 2.52 to Civil 3D 2016

Mapping Software: Delorme XMap GIS Editor

Office Software: Microsoft Office Suite

High Definition Software: Leica CloudWorx 5.0.1, Leica Cyclone 9.0

## EDUCATION



University of Maine, Orono, ME  
A.S., Civil Engineering Technology  
1988

### Continuing Education:

University of Maine, University of New Hampshire, Maine Society of Land Surveyors, New Hampshire Society of Land Surveyors, and National Geodetic Society

## MEMBERSHIPS

Maine Society of Land Surveyors  
President

New Hampshire Land Surveyors  
Association

National Society of Professional  
Surveyors

## REGISTRATIONS

Professional Land Surveyor:  
Maine #2117  
New Hampshire #926



# **Exhibit 3**

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## **Waiver Requests**

### **03: Waivers**

No waivers from performance or design standards are proposed or anticipated for the lot division project associated with Lot 3 of Quarry Ridge Business Park.

# **Exhibit 4**

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## **Abutter List**

21/ 15/ / /  
RJGF LLC  
PO BOX 869  
RAYMOND, ME 04071

21/ 15/ 2/ /  
GENEST CONCRETE WORKS INC  
PO BOX 151  
SANFORD, ME 04073

21/ 15/ 4/ /  
LAKES REGION SELF STORAGE  
22 HEDGEROW DRIVE  
CUMBERLAND, ME 04021

21/ 15/ 5/ /  
RJGF LLC  
PO BOX 869  
RAYMOND, ME 04071

21/ 15/ 12/ /  
GRONDIN ROBERT J  
PO BOX 869  
RAYMOND, ME 04071

21/ 15/ 11/ /  
RJGF LLC  
PO BOX 869  
RAYMOND, ME 04071

21/ 15/ 10/ /  
RJGF LLC  
PO BOX 869  
RAYMOND, ME 04071

21/ 15/ 9/ /  
RJGF LLC  
PO BOX 869  
RAYMOND, ME 04071

21/ 15/ 8/ /  
RJGF LLC  
PO BOX 869  
RAYMOND, ME 04071

21/ 15/ 7/ /  
RJGF LLC  
PO BOX 869  
RAYMOND, ME 04071

21/ 15/ 6/ /  
RJGF LLC  
PO BOX 869  
RAYMOND, ME 04071

# Exhibit 5

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## Right, Title, Interest

PURCHASE AND SALE AGREEMENT

This Agreement made as of <sup>28<sup>th</sup></sup> ~~26<sup>th</sup>~~ day of May, 2020, by and between ENTERPRISE LOT 3, LLC, of Windham, Maine ("Seller"), and Dwight Investments, LLC, a Corporation, or its assigns, of Charlotte, North Carolina ("Buyer").

1. PREMISES. Seller agrees to sell and Buyer agrees to buy a certain lot or parcel of land, with the improvements thereon, consisting of 3.88 acres, more or less, located at Enterprise Drive and Bedrock Terrace in the Town of Windham, County of Cumberland, and State of Maine, and being Lot #3 as shown on a plan prepared by Sebago Technics, Inc. for RJGF, LLC, and approved by the Town of Windham, Maine, Planning Board dated June 12, 2006, recorded in the Cumberland County Registry of Deeds at Plan Book 206 Pages 397,398 and 399, attached hereto as Exhibit A and incorporated herein, together with all improvements and fixtures thereon and all rights, privileges, easements and appurtenances thereto, including without limitation, any air rights, water rights, rights-of-way or other interests in, on, under or to any land, highway, alley, street or rights-of-way abutting or adjoining said parcel, being the same premises described in a deed recorded at the Cumberland County Registry of Deeds in Book 24858, Page 0087.

2. PURCHASE PRICE. Subject to any adjustments and prorations contained herein, Buyer agrees to pay to Seller for the Premises the sum of \_\_\_\_\_ and 00/100 Dollars \_\_\_\_\_ lawful currency of the United States of America (the "Purchase Price"), payable as follows:

(a) Ten Thousand and 00/100 Dollars (\$10,000.00) upon the full execution of this Agreement by both Buyer and Seller (the "Deposit"), to be held by Butts Commercial Brokers ("Escrow Agent"). The Deposit shall be held by Escrow Agent in its non-interest bearing trust account. The Deposit shall be credited towards the Purchase Price at the Closing; and

(b) The balance of the Purchase Price minus the Deposit and, if applicable, the Extension Deposit paid to Seller plus or minus the pro-rations set forth herein, shall be delivered to Seller at Closing by cash or wire transfer to an account designated by Seller.

3. CLOSING. Unless otherwise agreed in writing, the closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the law office of Shepard & Read, 93 Main St. Kennebunk, Maine or such other mutually agreeable location within thirty (30) days of the end of the Due Diligence Period, as defined herein. Buyer shall give Seller at least ten (10) days' advance written notice of the date on which he intends to close (the "Closing Date"). Time is of the essence and a material provision of this Agreement for all of the dates set forth herein.

4. DEED, TITLE. Seller agrees to convey to Buyer insurable title to the Premises by Warranty Deed delivered at closing, free and clear of encumbrances, except: (i) easements for utilities servicing the Premises, (ii) zoning and building laws or ordinances, (iv) any matters of record existing as of the date hereof and not objected to by Buyer in accordance with the



terms of this Section 4, and (v) real estate taxes assessed but not due and payable. If Buyer objects to the status of title, then Seller shall have a reasonable period of time (not to exceed thirty (30) days) to cure said objection. Seller agrees to use commercially reasonable efforts in good faith to cure such defects. If title cannot be cleared of such defects within such a reasonable period, then Buyer shall either elect to close and accept title "as is", without reduction in the Purchase Price, or terminate this Agreement whereupon the Deposit shall be returned to Buyer, and neither party shall have any further obligations hereunder. Seller agrees that it will not further encumber or permit to be encumbered the Premises by any liens, mortgages, attachments, covenants, restrictions, easements or otherwise after the Effective Date of this Agreement.

5. COLLATERAL DOCUMENTS. The parties further agree to execute and deliver to each other at the closing such title insurance affidavits and further documents as are customary and reasonably necessary to effect the conveyance of the Premises, in form and substance reasonably acceptable to Buyer's lender and title insurer.

6. RISK OF LOSS, DAMAGE AND INSURANCE. All risk of loss to the Premises prior to the closing shall be borne by Seller.

7. PRORATIONS. All rents, real estate and personal property taxes, service and supply contracts, fuel and/or gas, if any, shall be prorated at closing. If the amount of any taxes is not ascertainable at closing, the adjustment thereof shall be on the basis of the most recently ascertainable bill therefor. Such prorations shall be final. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. § 4641-A, and the recording fee for the deed of conveyance shall be paid by Buyer.

8. BUYER'S CONTINGENCIES-INSPECTIONS; PERMITS; FINANCING; DUE DILIGENCE.

The Buyer's obligation to purchase the premises is contingent upon satisfaction of the following contingencies:

(a) Seller shall provide to Buyer for Buyer's review and inspection within five (5) business days of the Effective Date copies of all of the following documents relating to the Property in Seller's possession or under Seller's control, if any: (a) title insurance policies; (b) surveys; (c) environmental and/or wetlands scans, studies or reports; and (d) engineering and/or architectural studies, geotechnical studies, water surveys, topographical surveys, utility surveys, sewage disposal surveys, storm water drainage determinations, and such other tests, studies, reports or assessments (collectively, the "Seller's Documents"). Buyer shall be responsible for performing its own due diligence. The Seller's Documents, as applicable, are being provided for informational purposes only and are not certified to and may not be relied upon by Buyer.

(b)

(c) Buyer's satisfaction, in his sole discretion, with its investigation, reviews, and inspections of the Premises, and subject to the receipt of;

(i) Planning Board Approval for a 10,000 Sq. Ft. Building (minimum):

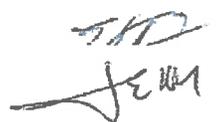


- (ii) Building Permits for a 10,000 Sq. Ft. Building (minimum):
- (iii) Marijuana Grow License from Town and/State for a Tier 3 Adult Use Cultivation License;
- (iv) An assessment that,
  - (a) Building Costs exceeding Commercially Acceptable Development Cost Benchmarks,
  - (b) That Zoning and Land Use applicable laws allow the Premises to be developed for Buyer's intended use.
  - (c) There are no Unknown or Undisclosed Restrictions on Land Use;
  - (d) No Death or Major Health Changes to Buyer and/or Buyer's Heir.

(d) Supplementing and not limiting the forgoing, in the event Buyer, at his sole discretion, determines it necessary to obtain permits, variances, releases, or other permissions or assurances but not including subdivision approvals (collectively "Permits") from any government agency of competent jurisdiction, including but not limited to the Town of Windham, the State of Maine, and the United States Army Corps of Engineers, Seller shall reasonably cooperate with Buyer to obtain such Permits at no cost to Seller. Any costs incurred in the pursuit of such Permits shall be the sole responsibility of the Buyer. Buyer agrees to use commercially reasonable efforts in good faith to secure such Permits, and to provide evidence to Seller of such efforts.

(e) In the event the Buyer, in his sole discretion, is in any way unsatisfied with the conditions outlined above, Buyer, may elect to terminate this Agreement by written termination notice to Seller within ninety (90) days of the Effective Date hereof ("Due Diligence Period"), and upon such notice this Agreement shall terminate, the Escrow Agent shall promptly send the Deposit to the Buyer and, except as otherwise expressly stated herein, neither party shall have any further obligations hereunder. The failure of Buyer to timely deliver such notice shall constitute a waiver of objection to all of the above-referenced contingencies set forth in this Section 8. If the period for any contingencies set forth in this Agreement shall lapse without timely notice of objection or termination by Buyer, the Deposit and any Extension Deposit (as defined below) shall become nonrefundable and shall be delivered to Seller. In the event Buyer, in his sole discretion, believes addition time is required to complete Inspections or obtain Permits under any provision of this Section, Buyer shall have the right, but not the obligation, to extend the Due Diligence Period one time by ninety (90) days. Buyer shall give Seller written notice of his election to extend said Due Diligence Period and shall make an additional deposit of \$10,000 (the "Extension Deposit") and the Extension Deposit shall follow the Deposit as described herein and shall be credited towards the Purchase Price at Closing.

9. POSSESSION AND CONDITION OF THE PREMISES. The Premises shall be delivered to the Buyer at the time of the closing free and clear of all tenancies or occupancies by any person or entity. The Premises are to be conveyed "as is" and Seller has made no representation or warranty other than as specifically provided in this Agreement. Upon reasonable written notice to Seller and subject always to the rights of any tenants or occupants of the Premises, Seller hereby grants Buyer and its agents the right to enter upon or in any part of



the Premises at all reasonable times and from time to time prior to the closing in order to inspect the Premises, conduct surveys, soil tests, engineering and environmental testing and studies and to do such things as are reasonably necessary with respect to its due diligence, acquisition, financing and development of the Premises. Buyer shall indemnify and hold Seller harmless from any claims or loss resulting from such entry, including, without limitation, attorneys' fees. The foregoing indemnification shall survive the Closing and/or any termination of this Agreement.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the closing:

(a) There are no litigation, liens, judgments, violations, or proceedings pending, or to the best of Seller's knowledge, threatened against or relating to the Premises nor does Seller know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Premises.

(b) There are no outstanding pending, or to the best of Seller's knowledge, threatened liens, claims, options, rights of first refusal, boundary disputes, or encumbrances against or encroachments by, any portion of the Premises.

(c) Any work completed by Seller on the Premises was done in accordance with all applicable laws, ordinances, and regulations.

11. SELLER'S CLOSING DELIVERIES. On the closing date, Seller shall deliver the following:

(a) The deed;

(b) Seller's executed FIRPTA Affidavit and Maine Residency Affidavit, if applicable;

(c) Seller's executed Title Insurance Affidavit or similar statement, in form and substance acceptable to Buyer and its title insurer, pertaining to mechanics' liens and parties in possession;

(d) Maine Transfer Tax form;

(e) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Buyer's title insurer, counsel, or lender to fully effect and consummate the transactions contemplated hereby.

12. BUYER'S CLOSING DELIVERIES. On the closing date, Buyer shall deliver the following:

(a) The balance of the Purchase Price in immediately available funds;

(b) Buyer's executed affidavit or similar statement which may be required by Buyer's title insurer;

(c) Maine Transfer Tax form; and

(d) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Buyer's title insurer, counsel, or lender to fully effect and consummate the transactions contemplated hereby.

13. DEFAULT. (a) In the event of a default by Seller hereunder which Seller fails to cure within ten (10) days after receipt of notice describing such default in reasonable detail, Buyer shall be entitled (i) to terminate this Agreement by written notice to Seller, in which event the Deposit and the Extension Deposit, if applicable, shall be returned to Buyer paid to Seller, and neither party shall have any further rights, obligations or liabilities hereunder except as explicitly set forth herein, or (ii) to enforce Seller's obligations hereunder by a suit for specific performance

(b) In the event of a default by Buyer hereunder, Seller shall be entitled to terminate this Agreement by written notice to Buyer, in which event the Deposit and the Extension Deposit, if applicable, and all other funds and fees paid to Seller shall be retained as liquidated damages and neither party shall have any further rights, obligations or liabilities hereunder except as explicitly set forth herein. The parties acknowledge and agree that the actual damages in the event of a default by Buyer are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

14. REAL ESTATE BROKER. Seller and Buyer each represent and warrant to the other that it has not dealt with any agents, brokers or finders in connection in this transaction covered by this Agreement, except for Butts Commercial Brokers. Seller agrees to pay Butts Commercial Brokers a fee as per exclusive right to sell listing agreement to be paid at time of closing. Each of the parties hereto agrees to indemnify and hold the other harmless from and against any claims, actions, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any breach of the foregoing representation and warranty. Seller and Buyer hereby acknowledge that the foregoing representation and warranty shall survive the closing.

15. OFF MARKET. Seller shall not seek, accept, solicit or negotiate any third party offers for all or any portion of the Premises while this Agreement is in effect.

16. NOTICES. Any notices, elections or exercise of contingencies under this Agreement shall be sufficient if in writing, and if: (a) delivered in hand, (b) sent by certified mail, return receipt requested, (c) sent by FedEx, or similar overnight express mail service, prepaid; or (d) sent by facsimile ("Fax") transmission, each to the addresses and/or Fax numbers listed below:

To Buyer: Ernest Dwight  
Dwight Investments  
Charlotte, NC

With a copy to: Alan E. Shepard  
Shepard & Read  
93 Main St  
Kennebunk, ME 04043  
alan@shepardandreadlaw.com

To Seller: Enterprise Lot # 3, LLC  
824 Roosevelt Trail, PMB # 263  
Windham, Maine 04062

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All such communication shall be deemed made upon the earlier of (3) business days following deposit with the U.S. Mail or the date of receipt as disclosed on the return receipt (if sent by registered or certified mail), or upon delivery (if hand delivered), or upon delivery as indicated on the proof of delivery (if sent via FedEx or similar overnight express mail service), or upon time of confirmed receipt (if sent via Fax). With respect to any of the above-referenced methods of delivery, rejection or other refusal to accept or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice sent. Either party may change its address or its Fax number for purposes of this subparagraph by giving the other party notice of the new address or Fax number in the manner described herein.

17. MERGER. This Agreement represents the entire contract between Buyer and Seller and shall not be amended except by a writing executed by both the parties.

18. SURVIVAL. The representations, warranties and indemnifications set forth herein shall survive the closing or other termination of this Agreement.

19. COUNTERPARTS/FACSIMILE SIGNATURES. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and signatures appearing on faxed instruments shall be treated as original signatures.

20. EFFECTIVE DATE. The Effective Date of this Agreement shall be deemed to be the date first set forth above in this Agreement, provided that if no date is filled in, the Effective Date shall be the last date of the signature of either Buyer or Seller.

21. MISCELLANEOUS. All dates mentioned are a material part of this Agreement **TIME IS OF THE ESSENCE**. Whenever in this Agreement consent or approval of any party is required, such consent or approval shall not be unreasonably withheld or delayed unless



specifically otherwise provided for. This Agreement shall be governed by Maine law, and shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Buyer may assign his rights and obligations hereunder by written notice to Seller..

22. BINDING EFFECT/ASSIGNMENT. This Agreement shall not become a binding contract until signed by both parties and that fact has been communicated to all parties or their agents.

[Remainder of page intentionally left blank.]

Handwritten signature or initials in the bottom right corner of the page.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first above written.

WITNESS:

Nancy McNulty

**SELLER**

Enterprise Lot 3, LLC

By: James E. McNulty  
Its: Managing Member  
Printed Name: James E. McNulty, Sr.

WITNESS:

Ernest Dwight

**BUYER**

Dwight Investments, LLC

By: Ernest Dwight  
Its: Managing Member  
Printed Name: Ernest Dwight

For the sole purpose of acknowledging its capacity as Escrow Agent herein.

**BUTTS COMMERCIAL BROKERS**

By: Larry Eliason  
Name: Larry Eliason  
Title: Broker

"Escrow Agent"

# **Exhibit 6**

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## **Evidence of Fee Payment**

**06: Evidence of Fee Payment**

A fee of \$600.00 is enclosed with the Subdivision Amendment application for the creation of one additional lot.

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	

<b>Zone Change &amp; Other Review Fees (Cont.)</b>			
<b>Item</b>	<b>Fee</b>	<b>Review Escrow</b>	<b>Effective Date</b>
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.			

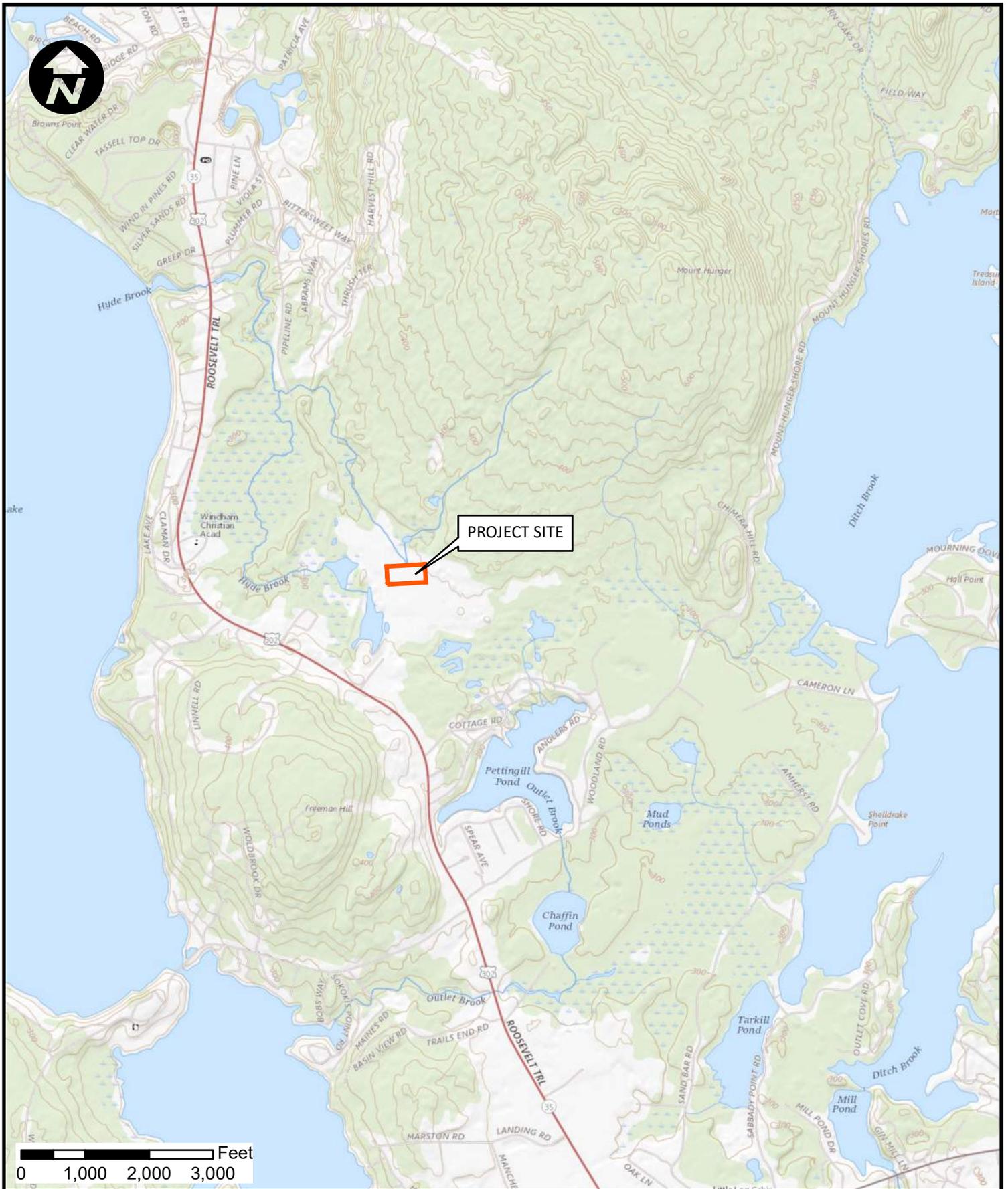
**Notes:**

- "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](http://www.windhamweb.com).
- NPDES Post Construction Inspection Fee - See Post Construction Ordinance.

# **Exhibit 7**

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**USGS Site Location Map  
Reduced-Size Tax Map  
Aerial Vicinity Map**



**SEBAGO**  
 TECHNICS  
 WWW.SEBAGOTECHNICS.COM  
 75 John Roberts Rd. - Suite 4A  
 South Portland, ME 04106  
 Tel. 207-200-2100

**LOCATION MAP**  
**FOR: LOT 3- QUARRY RIDGE BUSINESS PARK**

SCALE: 1:24,000  
 DATE: 8/14/2020

LOCATION:  
 Enterprise Drive  
 Winham, ME 04062

INFORMATION:  
 USGS National Map: North Windham Quad



Lot 3, Quarry Ridge Business Park  
Tax Map 21, Lots 15-3

Site: Lot 3, Quarry  
Ridge Business Park

Bedrock Terrace

Enterprise Drive

Google Earth

1000 ft

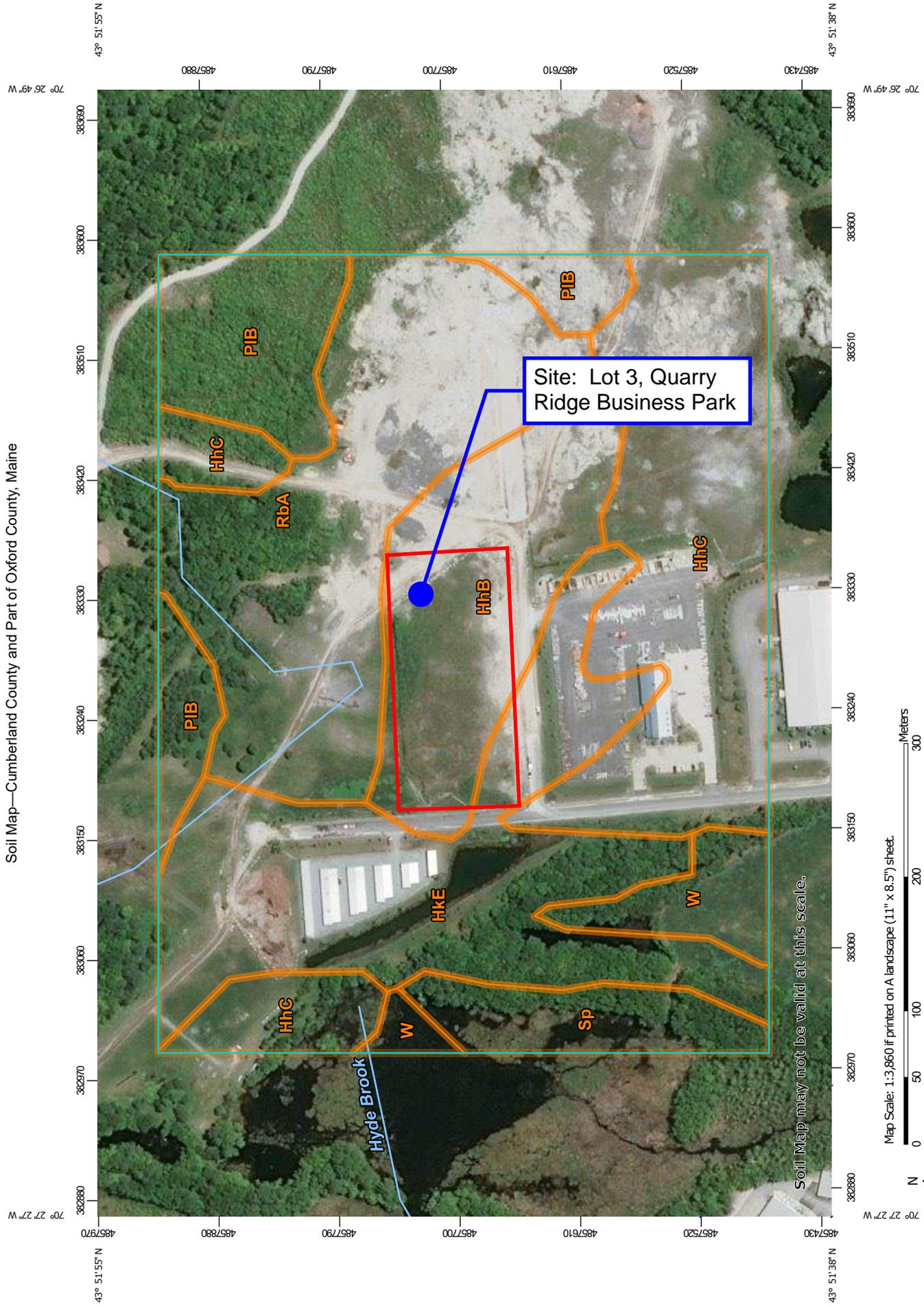


# **Exhibit 8**

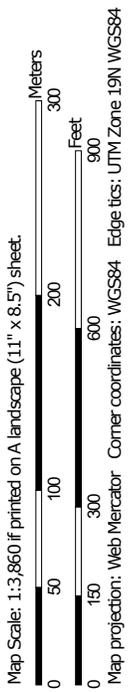
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## **USDA Web Soil Survey Map**

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



Soil Map may not be valid at this scale.



## MAP LEGEND

- Area of Interest (AOI)**
  - Area of Interest (AOI)
- Soils**
  - Soil Map Unit Polygons
  - Soil Map Unit Lines
  - Soil Map Unit Points
- Special Point Features**
  - Blowout
  - Borrow Pit
  - Clay Spot
  - Closed Depression
  - Gravel Pit
  - Gravelly Spot
  - Landfill
  - Lava Flow
  - Marsh or swamp
  - Mine or Quarry
  - Miscellaneous Water
  - Perennial Water
  - Rock Outcrop
  - Saline Spot
  - Sandy Spot
  - Severely Eroded Spot
  - Sinkhole
  - Slide or Slip
  - Sodic Spot
- Water Features**
  - Streams and Canals
- Transportation**
  - Rails
  - Interstate Highways
  - US Routes
  - Major Roads
  - Local Roads
- Background**
  - Aerial Photography

## MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 17, Jun 5, 2020

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

Date(s) aerial images were photographed: Jun 7, 2019—Jul 2, 2019

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

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HhB	Hermon sandy loam, 0 to 8 percent slopes, very stony	8.8	12.9%
HhC	Hermon sandy loam, 8 to 15 percent slopes, very stony	16.3	24.0%
HkE	Hermon sandy loam, 20 to 60 percent slopes, extremely stony	15.3	22.5%
PIB	Peru fine sandy loam, 0 to 8 percent slopes, very stony	6.9	10.2%
RbA	Ridgebury fine sandy loam, 0 to 3 percent slopes	15.0	22.1%
Sp	Sebago mucky peat	3.0	4.4%
W	Water	2.6	3.8%
<b>Totals for Area of Interest</b>		<b>67.7</b>	<b>100.0%</b>

# **Exhibit 9**

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## **Traffic Memo**

  
**SEBAGO**  
T E C H N I C S  
*Memorandum*

20326

**To:** Craig Burgess, P.E.  
Sebago Technics, Inc

**From:** Derek Caldwell, P.E., PTOE  
Sebago Technics, Inc

**Date:** August 18, 2020

**Subject:** Traffic Permitting Assessment  
Amended Subdivision Review – Quarry Ridge Business Park Lot 3  
Windham, Maine

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### **Project Understanding**

Dwight Investments, LLC proposes to divide Lot 3 within the existing Quarry Ridge Business Park in Windham to create two buildable parcels. The current parcel is accessed from both Enterprise Drive and Bedrock Terrace. Enterprise Drive provides access to the park as a whole by means of the unsignalized intersection with Route 302.

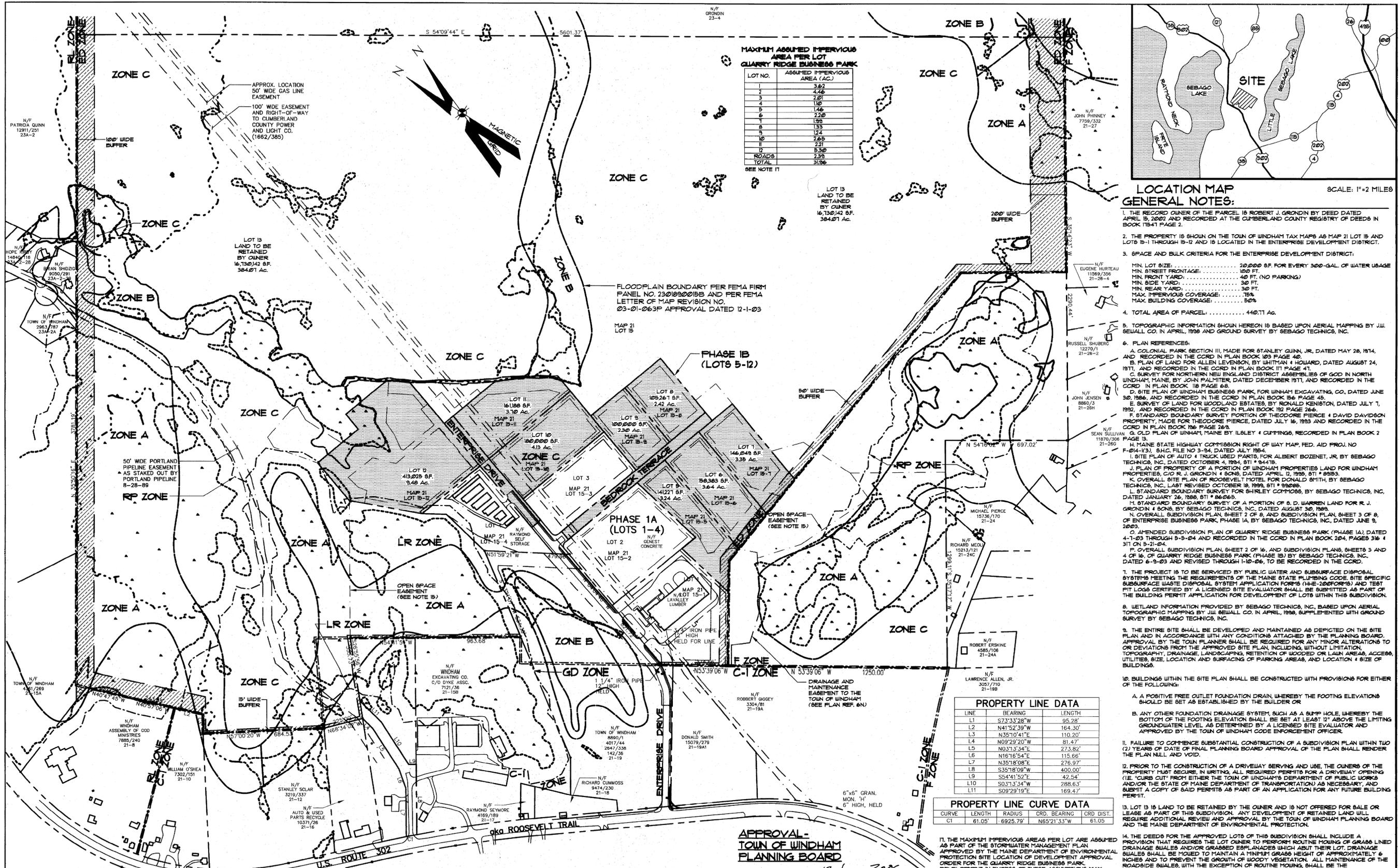
### **Permitting History**

It is our understanding that the Quarry Ridge Business Park was issued a MaineDOT Traffic Movement Permit (TMP) in 2008 for the buildout of 180,000 square feet of general business park building area. This proposed buildout assumed approximately 15,000 square feet of building area on each of twelve lots. Additionally, the existing approved subdivision plan for the business park states that the if the buildout of any lots exceeds 15,000 square feet than additional traffic information should be submitted. Currently three of the lots within the park are developed, which were presumably permitted under the approved TMP for the park.

### **Proposed Lot Division**

This project is filing an Amended Subdivision application to divide Lot 3 of the park into two buildable parcels. At this time specific building details or uses are not included as part of the project. While the proposed subdivision amendment would create an additional buildable lot, it is not anticipated that the buildable area on each respective lot would result in a significant increase in potential building square footage in the park as a whole, but presumably would result in a buildout greater than 15,000 square feet when considering both of the newly created lots. Additionally, where only three lots are built out at this time, development of the subject lots would be considered to be the 4<sup>th</sup> and 5<sup>th</sup> developed lots, well below the permitted twelve lots.

It is noted that the development would need to be revisited when the site plan application is submitted to ensure the actual proposed buildout, in addition to other lots that may be developed in the interim, do not exceed the permitted level of 180,000 square feet of general business park building area and to address the condition that additional traffic information should be submitted if the buildout of any lot exceeds 15,000 square feet.



**MAXIMUM ASSUMED IMPERVIOUS AREA PER LOT QUARRY RIDGE BUSINESS PARK**

LOT NO.	ASSUMED IMPERVIOUS AREA (AC.)
1	3.62
2	4.46
3	2.21
4	1.80
5	1.46
6	2.20
7	1.98
8	1.33
9	1.24
10	2.65
11	3.30
ROADS	2.39
TOTAL	31.96

SEE NOTE 11

**LOCATION MAP GENERAL NOTES:**

- THE RECORD OWNER OF THE PARCEL IS ROBERT J. GRONDIN BY DEED DATED APRIL 15, 2002 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 1841 PAGE 2.
- THE PROPERTY IS SHOWN ON THE TOWN OF WINDHAM TAX MAPS AS MAP 21 LOT 15 AND LOTS 15-1 THROUGH 15-12 AND IS LOCATED IN THE ENTERPRISE DEVELOPMENT DISTRICT.
- SPACE AND BULK CRITERIA FOR THE ENTERPRISE DEVELOPMENT DISTRICT:  
 MIN. LOT SIZE: 20,000 SF. FOR EVERY 300-GAL. OF WATER USAGE  
 MIN. STREET FRONTAGE: 100 FT.  
 MIN. FRONT YARD: 40 FT. (NO PARKING)  
 MIN. SIDE YARD: 30 FT.  
 MIN. REAR YARD: 30 FT.  
 MAX. IMPERVIOUS COVERAGE: 15%  
 MAX. BUILDING COVERAGE: 50%
- TOTAL AREA OF PARCEL: 440.11 AC.
- TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON AERIAL MAPPING BY J.W. SEWALL CO. IN APRIL, 1998 AND GROUND SURVEY BY SEBAGO TECHNICS, INC.
- PLAN REFERENCES:  
 A. COLONIAL PARK SECTION III, MADE FOR STANLEY QUINN, JR., DATED MAY 28, 1914, AND RECORDED IN THE CORD IN PLAN BOOK 103 PAGE 40.  
 B. PLAN OF LAND FOR ALLEN LEVENSUN, BY WHITMAN & HOWARD, DATED AUGUST 24, 1911, AND RECORDED IN THE CORD IN PLAN BOOK III PAGE 41.  
 C. SURVEY FOR NORTHERN NEW ENGLAND DISTRICT ASSEMBLIES OF GOD IN NORTH WINDHAM, MAINE, BY JOHN PALMITER, DATED DECEMBER 1911 AND RECORDED IN THE CORD IN PLAN BOOK 118 PAGE 68.  
 D. SITE PLAN OF WINDHAM BUSINESS PARK, FOR WINDHAM EXCAVATING CO., DATED JUNE 30, 1986, AND RECORDED IN THE CORD IN PLAN BOOK 182 PAGE 45.  
 E. SURVEY OF LAND FOR WOODLAND ESTATES, BY RONALD KENISTON, DATED JULY 1, 1992, AND RECORDED IN THE CORD IN PLAN BOOK 192 PAGE 266.  
 F. STANDARD BOUNDARY SURVEY PORTION OF THEODORE PIERCE & DAVID DAVIDSON PROPERTY, MADE FOR THEODORE PIERCE, DATED JULY 16, 1933 AND RECORDED IN THE CORD IN PLAN BOOK 196 PAGE 263.  
 G. OLD PLAN OF WINDHAM, MAINE BY LISLEY & CUTTINGS, RECORDED IN PLAN BOOK 2 DATED JANUARY 1988, 871 & 866.
- MAINE STATE HIGHWAY COMMISSION RIGHT OF WAY MAP, FED. AID PROJ. NO. F-014-13, 54.C. FILE NO. 3-34, DATED JULY 1984.  
 H. SITE PLAN OF AUTO TRUCK SALES CENTER FOR ALBERT BOZENET, JR. BY SEBAGO TECHNICS, INC. DATED OCTOBER 4, 1984, 871 & 8447B.  
 I. PLAN OF PROPERTY OF A PORTION OF WINDHAM PROPERTIES LAND FOR WINDHAM PROPERTIES, C/O R. J. GRONDIN & SONS, DATED APRIL 12, 1999, 871 & 8583.  
 K. OVERALL SITE PLAN FOR HOTEL ROOSEVELT HOTEL FOR SEBAGO TECHNICS, INC. LAST REVISED OCTOBER 18, 1999, 871 & 8228B.  
 L. STANDARD BOUNDARY SURVEY FOR SHIRLEY COMPTON, BY SEBAGO TECHNICS, INC. DATED JANUARY 1988, 871 & 866.
- STANDARD BOUNDARY SURVEY OF S. D. WARREN LAND FOR R. J. GRONDIN & SONS, BY SEBAGO TECHNICS, INC. DATED AUGUST 30, 1999.  
 M. OVERALL SUBDIVISION PLAN, SHEET 2 OF 16, AND SUBDIVISION PLANS, SHEETS 3 AND 4 OF 16, OF QUARRY RIDGE BUSINESS PARK (PHASE 1B) BY SEBAGO TECHNICS, INC., DATED 6-9-03 AND REVISED THROUGH 1-10-06, TO BE RECORDED IN THE CORD.
- THE PROJECT IS TO BE SERVICED BY PUBLIC WATER AND SUBSURFACE DISPOSAL SYSTEMS MEETING THE REQUIREMENTS OF THE MAINE STATE PLUMBING CODE. SITE SPECIFIC SUBSURFACE WASTE DISPOSAL SYSTEM APPLICATION FORMS (H-E-2002-0018) AND TEST PIT LOGS CERTIFIED BY A LICENSED SITE EVALUATOR SHALL BE SUBMITTED AS PART OF THE BUILDING PERMIT APPLICATION FOR DEVELOPMENT OF LOTS WITHIN THIS SUBDIVISION.
- WETLAND INFORMATION PROVIDED BY SEBAGO TECHNICS, INC. BASED UPON AERIAL TOPOGRAPHIC MAPPING BY J.W. SEWALL CO. IN APRIL, 1998, SUPPLEMENTED WITH GROUND SURVEY BY SEBAGO TECHNICS, INC.
- THE ENTIRE SITE SHALL BE DEVELOPED AND MAINTAINED AS DEPICTED ON THE SITE PLAN AND IN ACCORDANCE WITH ANY CONDITIONS ATTACHED TO THE PLANNING BOARD APPROVAL. BY THE TOWN PLANNER SHALL BE REQUIRED FOR ANY MINOR ALTERATIONS TO OR DEVIATIONS FROM THE APPROVED SITE PLAN, INCLUDING, WITHOUT LIMITATION, COORDINATE DRAINAGE, LANDSCAPE, RETENTION OF WOODED OR LAWN AREAS, ACCESS, UTILITIES, SIZE, LOCATION AND SURFACING OF PARKING AREAS, AND LOCATION & SIZE OF BUILDINGS.
- BUILDINGS WITHIN THE SITE PLAN SHALL BE CONSTRUCTED WITH PROVISIONS FOR EITHER OF THE FOLLOWING:  
 A. A POSITIVE FREE OUTLET FOUNDATION DRAIN, WHEREBY THE FOOTING ELEVATIONS SHOULD BE SET AS ESTABLISHED BY THE BUILDER OR  
 B. ANY OTHER FOUNDATION DRAINAGE SYSTEM, SUCH AS A SUMP HOLE, WHEREBY THE BOTTOM OF THE FOOTING ELEVATION SHALL BE SET AT LEAST 1" ABOVE THE LIMITING GROUNDWATER LEVEL AS DETERMINED BY A LICENSED SITE EVALUATOR AND APPROVED BY THE TOWN OF WINDHAM CODE ENFORCEMENT OFFICER.
- FAILURE TO COMMENCE SUBSTANTIAL CONSTRUCTION OF A SUBDIVISION PLAN WITHIN TWO (2) YEARS OF DATE OF FINAL PLANNING BOARD APPROVAL OF THE PLAN SHALL RENDER THE PLAN NULL AND VOID.
- PRIOR TO THE CONSTRUCTION OF A DRIVEWAY SERVING AND USE, THE OWNERS OF THE PROPERTY MUST SECURE, IN WRITING, ALL REQUIRED PERMITS FOR A DRIVEWAY OPENING (IE. CURB CUT) FROM THE TOWN OF WINDHAM DEPARTMENT OF PUBLIC WORKS AND/OR THE STATE OF MAINE DEPARTMENT OF TRANSPORTATION) AS NECESSARY, AND SUBMIT A COPY OF SAID PERMITS AS PART OF AN APPLICATION FOR ANY FUTURE BUILDING PERMIT.
- LOT 15 IS LAND TO BE RETAINED BY THE OWNER AND IS NOT OFFERED FOR SALE OR LEASE AS PART OF THIS SUBDIVISION. ANY DEVELOPMENT OF RETAINED LAND WILL REQUIRE THE APPROVAL AND APPROVAL BY THE TOWN OF WINDHAM PLANNING BOARD AND THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- THE DEEDS FOR THE APPROVED LOTS OF THIS SUBDIVISION SHALL INCLUDE A PROVISION THAT REQUIRES THE LOT OWNER TO PERFORM ROUTINE MOWING OF GRASS LINED DRAINAGE SWALES AND/OR GRASSED ESPALANDES WHICH ADJUT THEIR LOT. DRAINAGE SWALES SHALL BE MOWED TO MAINTAIN A MINIMUM GRASS HEIGHT OF APPROXIMATELY 6 INCHES AND TO PREVENT THE GROWTH OF WOODY VEGETATION. MAINTENANCE OF THE ROADSIDE SWALES, WITH THE EXCEPTION OF ROUTINE MOWING, SHALL BE THE RESPONSIBILITY OF THE TOWN OF WINDHAM PUBLIC WORKS DEPARTMENT.
- THE WETLANDS WITHIN THE OPEN SPACE EASEMENT ON LAND RETAINED BY THE OWNER IS INTENDED TO PROVIDE NITRATE UPTAKE FROM FUTURE SUBSURFACE WASTEWATER DISPOSAL SYSTEMS LOCATED ON INDIVIDUAL LOTS WITHIN THE QUARRY RIDGE BUSINESS PARK. SUBDIVISION WETLAND AREAS WITHIN THIS EASEMENT SHALL REMAIN IN THEIR UNDISTURBED NATURAL STATE. THE OWNER MAY AMEND THE OPEN SPACE EASEMENT AND DEVELOP LAND WITHIN IT TO SUIT FUTURE PROJECT NEEDS WITHOUT INDIVIDUAL LOT OWNERS APPROVAL. SUCH FUTURE ALTERATION SHALL REQUIRE PRIOR APPROVAL OF THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE TOWN OF WINDHAM AND OTHER AUTHORITIES WITH JURISDICTION LAND WITHIN THE OPEN SPACE EASEMENT SHALL BE RETAINED BY THE OWNER AND MAY ONLY BE CONVEYED TO ANOTHER PARTY PRIOR TO ANY SUCH SALE OR CONVEYANCE OF LAND WITHIN THE OPEN SPACE EASEMENT. THE OWNER SHALL AMEND THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION SITE LOCATION OF DEVELOPMENT ORDER # L-18029-93-L-N DATED NOVEMBER 16, 2005 AS AMENDED FOR THE QUARRY RIDGE BUSINESS PARK TO INCLUDE SUCH LAND WITHIN THE SUBDIVISION AS OPEN SPACE.
- DEVELOPMENT OF THE QUARRY RIDGE BUSINESS PARK IS SUBJECT TO THE TERMS AND CONDITIONS OF THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION SITE LOCATION OF DEVELOPMENT APPROVAL ORDER # L-18029-93-L-N DATED NOVEMBER 16, 2005 AS AMENDED.

**PROPERTY LINE DATA**

LINE	BEARING	LENGTH
L1	S73°33'28"W	95.28'
L2	N41°52'39"W	164.30'
L3	N35°10'41"E	110.20'
L4	N09°29'20"W	81.47'
L5	N03°13'34"E	273.82'
L6	N16°16'54"E	115.66'
L7	N35°18'08"E	276.97'
L8	S35°18'09"W	400.00'
L9	S54°41'52"E	42.54'
L10	S03°13'34"W	288.63'
L11	S09°29'19"E	169.42'

**PROPERTY LINE CURVE DATA**

CURVE	LENGTH	RADIUS	CRD. BEARING	CRD. DIST.
C1	61.05'	6925.79'	N65°21'33"W	61.05'

**APPROVAL - TOWN OF WINDHAM PLANNING BOARD**

12 June 2006 DATE

Steve Adams CHAIRPERSON

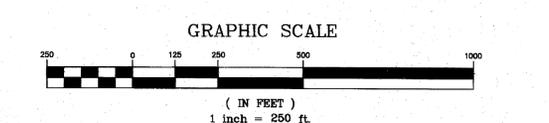
John O'Brien REGISTER

Richard K. Williams

**STATE OF MAINE**  
 CUMBERLAND COUNTY SS REGISTRY OF DEEDS  
 RECEIVED JUNE 16 2006  
 AT 2 h 52 m p.m. AND RECORDED IN  
 PLAN BOOK 206 PAGE 397  
 ATTEST John B. O'Brien REGISTER

**AMENDMENT NOTE:**

THIS PLAN AMENDS THE PHASE 1A AND PHASE 1B SUBDIVISION PLANS OF QUARRY RIDGE BUSINESS PARK REFERENCED IN NOTES 6 & 6P. THIS AMENDMENT CONSISTS OF A TRANSFER OF APPROXIMATELY 14 ACRES FROM LOT 9 (PHASE 1B) TO LOT 2 (PHASE 1A).



**LEGEND**

EXISTING	PROPOSED	EXISTING	PROPOSED
PROPERTY/ROW	PROPERTY/ROW	GRAVEL ROAD	GRAVEL ROAD
SETBACK	SETBACK	CURBLINE	CURBLINE
EASEMENT	EASEMENT	HYDRANT	HYDRANT
MONUMENT	MONUMENT	WATER	WATER
IRON PIPE/ROD	IRON PIPE/ROD	ZONE LINE	ZONE LINE
CURVE/LINE NO.	CURVE/LINE NO.	EXISTING FIRM FLOODPLAIN LIMITS	EXISTING FIRM FLOODPLAIN LIMITS
BUILDING	BUILDING	LOHR BASE FLOOD ELEVATIONS	LOHR BASE FLOOD ELEVATIONS
WETLANDS	WETLANDS	LOHR FLOODPLAIN LIMITS	LOHR FLOODPLAIN LIMITS
EDGE WETLAND	EDGE WETLAND		
STREAM	STREAM		
EDGE PAVEMENT	EDGE PAVEMENT		

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**SECOND AMENDED OVERALL SUBDIVISION PLAN QUARRY RIDGE BUSINESS PARK (PHASE 1B)**

FOR: **ROBERT J. GRONDIN, JR.**  
 P.O. BOX 869  
 RAYMOND, MAINE 04071

DATE: 6-3-03 SCALE: 1"=250'

**SHEET 2 OF 16**

