



*Civil Engineering | Surveying*

January 12, 2024

Carol Eyerman  
Town Planner – Town of Gorham  
75 South Street, Suite 1  
Gorham, ME 04038

RE: Private Way Application Submission  
Dakota Cummings – P.O. Box 981 Windham, ME 04062  
1 Lot Private Way – 59 Wood Road – Tuscan Way

Dear Carol,

Please find the attached fifteen (15) sets of the following information in support of the submission of a private way application as described above:

1. Private Way Application & Fee (\$2,700)
2. Street Name Application
3. Agent Authorization Form
4. Declaration of Maintenance
5. Parcel Deeds – Book 4658 Page 49
6. Purchase & Sale Agreement – Gavett to Cummings
7. Figures (USGS, Zoning Map, FEMA & Tax Map)
8. Wetland Delineation letter – Mark Hampton Associates
9. Preliminary Soil Evaluation – Mark Hampton Associates
10. Private Way Plans (6 Full & 9 Reduced)

The applicant, Dakota Cummings, is looking to propose a private road to be designed to the 1-lot Private Way standard. This lot (Tax Map 54 lot 16) is in the rural (R) district. The parcel is currently undeveloped woodland and will be cut off of a single family home lot owned by Brandon Gavett. The proposed private way would be located off of 59 Wood Road. It would be a 50' ROW, for a total length of road of approximately 447 ft. This private way would support a single family house lot for the applicant as shown on the attached private way plans.

As the Town is aware, this project had a sketch plan review process with the planning board in the Spring of last year. The following is a summary of the changes made as a result of this process:

PRC Meeting with Town on May 31, 2023

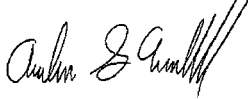
1. The driveway for the proposed lot shall not be allowed off either end of the hammerhead turnaround (plan note #28 added to sheet 1 of plans to cover this item).
2. The existing shed on the residence of Brandon Gavett to the east of Tuscan Way has been relocated as required to meet the required setbacks. This shed has been survey located and shown on the attached private way plan (sheet 1).

Sketch Plan meeting with Planning Board on June 5, 2023

1. Sprinklers will be required for the proposed building lot (plan note #29 has been added to sheet 1 of the plans).

Please call me if you have any questions regarding this application or if any additional information is needed. We hope to be before the planning board at the next available planning board meeting. We look forward to working with the Town on this project.

Sincerely,



Andrew S. Morrell  
Project Engineer

**Attachment 1**  
**Private Way Application, Checklist, and Fee**



**Community Development  
Planning Division**

Thomas M. Poirier, *Director of Community Development*

[tpoirier@gorham.me.us](mailto:tpoirier@gorham.me.us)

Carol Eyerman, *Town Planner*

[ceyerman@gorham.me.us](mailto:ceyerman@gorham.me.us)

GORHAM MUNICIPAL CENTER, 75 South Street, Gorham, ME 04038

Tel: 207-222-1620

<b>PRIVATE WAY APPLICATION</b>										
<input checked="" type="checkbox"/> <b>NEW PRIVATE WAY</b>					<input type="checkbox"/> <b>PRIVATE WAY AMENDMENT</b>					
<b>FEES FOR PRIVATE WAY REVIEW</b>			<input checked="" type="checkbox"/> <b>NEW PRIVATE WAY - \$700.00 Application Fee</b> <input type="checkbox"/> <b>PRIVATE WAY AMENDMENT - \$350.00 Application Fee</b> <input checked="" type="checkbox"/> <b>PEER REVIEW AND LEGAL SERVICE ESCROW \$2000.00 (\$500.00 plus \$1,500.00 Engineer's Estimate - may need to be increased depending on project)</b>						<b>Amount Paid:</b> \$ _____  <b>Date:</b> _____	
<b>PROPERTY DESCRIPTION</b>		Parcel ID	Map	54	Lot(s)	16	Zoning District	R	Total Land Area	84,722 sf.
		Physical Address/ Location: 59 Wood Road								
<b>PROPERTY OWNER'S INFORMATION</b>		Name: Brandon Gavett			Mailing Address: 59 Wood Road Gorham, ME 04038					
		Phone: (207) 572-7413								
		Email: 59bragav@gmail.com								
<b>APPLICANT'S INFORMATION (if different from owner)</b>		Name: Dakota Cummings			Name of Business: N/A					
		Phone: (207) 671-0284			Mailing Address: P.O. Box 981 Windham, ME 04062					
		Email: daktastic123@gmail.com								
<b>APPLICANT'S AGENT INFORMATION</b>		Name: Andrew S. Morrell			Name of Business: BH2M					
		Phone: (207) 839-2771			Mailing Address: 380B Main Street Gorham, ME					
		Email: amorrell@bh2m.com								
<b>DESCRIPTION</b>		Existing Conditions:								
		Undeveloped woodland (parcel cut off lot with single family home - of Bradon Gavett)								
		<b>Proposed legal and physical changes OR why the amendment is necessary:</b> (Documents for dedication of the ROW, maintenance agreements, riders to deeds, grading, drainage and pavement, etc.)								
		The applicant proposes to construct a private way, approximately 447' long, designed to the 1-Lot standard to serve a single family house lot.								
The lots shown on this plan are for illustration only and have not been reviewed and approved under the Town of Gorham "Land Use and Development Code" for compliance with the Chapter 1, "Zoning Regulations," Chapter 2, "General Standards of Performance," or Chapter 3, "Subdivision."										



**THE FOLLOWING QUESTIONS PERTAIN TO A NEW PRIVATE WAY APPLICATION**  
*see Chapter 2 Section 2-5H for Ordinance Requirements*

**The original signed copy of this form must be accompanied by the required application fees, and 15 copies of the application form and plan set plus 15 sets of plans, and other necessary submissions.**

Check All That Apply		PLEASE ANSWER THE FOLLOWING	Explain or comment as needed for clarification
YES	NO		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attached are copies of the most recent deed or if applicable, contract to purchase or option to lease the property	See Attached Deeds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	The Owner holds interest in the abutting property(s). If so, please explain.	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All easements have been identified on the plans and copies of the easement deeds are attached. If not, please explain.	No Existing Easements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you completed an application for "Street Name"? If not, please explain.	See Attached
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete the attached Agent Authorization form.	See Attached
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is a variance from the Board of Appeals required? If so, describe.	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attached are copies of the maintenance agreement.	See Attached
		How many lots will the private way serve?	1
		How many dwelling units will be served by the proposed private way....now? in the future?	1
		How long is the proposed private way (ft)?	+/- 447 ft
		Fee interest in the proposed private way will be held by whom?	Dakota Cummings
List any State or Federal approvals required. <input type="checkbox"/> DEP-Type of Permit(s): _____ <input type="checkbox"/> Army Corp of Engineers: _____ <input type="checkbox"/> Other: _____			
YES	NO	POST CONSTRUCTION STORMWATER MANAGEMENT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the construction activity disturb one acre or more?	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the parcel located within the Town of Gorham MS4 area?	N/A

## APPLICANT'S CHECKLIST FOR PLAN REQUIREMENTS

**SUBMITTALS THAT THE TOWN PLANNER DEEMS SUFFICIENTLY LACKING IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.**

*The following checklist includes items generally required for development by the GORHAM LAND USE ORDINANCES and, due to project specifics, are required to provide a complete and accurate set of plans, reports and supporting documentation.*

- A) Paper size:
- No less than 11"x 17" (reduced) or greater than 24"x36" (full)
- B) Scale size:
- No greater than 1" = 30'
- C) Cover Page & Title block:
- Type of Private Way
  - Property Owner's name and address
  - Applicant's name and address
  - Name of preparer of plans with professional information and professional seal
  - Parcel's tax map identification (map – lot)
  - Date of plan preparation
  - Standard Private Way Plan Notes
- D) Survey performed and sealed by licensed surveyor:
- Identify all existing property/R.O.W. markers
  - Show all proposed boundary monuments (per ordinance)
- E) Provide orientation:
- Arrow showing true north and magnetic declination
  - Graphic scale
  - Signature blocks
- F) The right of way plans must include:
- Size of the pavel minus the area in the R.O.W.
  - Area of R.O.W.
  - Length of lot frontage
  - Zoning and zone boundaries
  - Front yard setbacks
  - Deed docket and page numbers
  - Intersecting lot lines
  - Existing topography
  - Horizontal Alignment
  - Vertical profile (existing ground and proposed grades)
  - Sidewalks
  - Watercourses
  - Forest cover
  - Ledge outcroppings
  - Proposed areas of blasting
  - Utilities (above and below ground)
  - Above ground utilities (poles) that may be relocated
  - Storm drainage systems and structures
  - Parks
  - Openspace
  - Conservation easements
- G) Show and locate on the plans the names and addresses of all owners of record of abutting properties, including those across the street

**IT IS THE RESPONSIBILITY OF THE APPLICANT TO PRESENT A CLEAR UNDERSTANDING OF THE PROJECT.**

- H) Provide sufficient information to identify and locate each interior lot line, right of way lines, and street alignment.
- curve geometry
  - bearings and distances
  - widths
- I) Show the location and description of all structures, including:
- existing and proposed street signage
  - existing and proposed traffic signage
  - driveway entrances and intersections located within one hundred (100) feet of the property.
- J) The detail sheet must show:
- Structural pavement sections
  - Erosion control detail
  - Roadway cross sections
  - Trenching details
  - Sufficient detail(s) to clarify construction
- K) The completed application requires the following legal documents:
- Copy of documentation showing right, title and interest
  - Copy of most current deed & previous recorded plans
  - Copy of any existing or proposed property encumbrances
  - Revised deeds for the parcel and the R.O.W.
  - A maintenance agreement for R.O.W. as a rider to the deed
  - Letters of approval from utility companies and town staff.
- L) The following supporting documentation may be required:
- Erosion and sedimentation control plan
  - A plan for stormwater management prepared by a registered professional engineer
  - A copy of the soil survey (specific to this project area. Where the soil survey shows soils with severe restrictions for development, a high intensity Class A soil survey must be submitted).
- M) Provide an estimate of the amount and type of vehicular traffic on a daily basis and during peak hours
- Traffic impact analysis is required for 400 + vehicle trips per day.
- N) Maintenance Agreement (see sample)

*Additional Requirements: In its consideration of an application, plan, the Board may at any point during the review, require the applicant to submit additional materials, studies, analyses, and agreement proposals as it may deem necessary for complete understanding of the application.*

**NOTE TO APPLICANT: THE PLANNING BOARD MAY CHOOSE TO CONDUCT A SITE WALK. PRIOR TO THE SITE WALK, TEMPORARY MARKERS MUST BE ADEQUATELY PLACED TO ENABLE THE PLANNING BOARD TO READILY LOCATE THE PROPOSED PRIVATE WAY.**

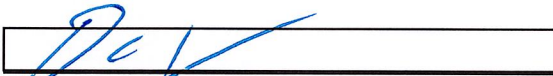


**THE FOLLOWING QUESTIONS PERTAIN TO A PRIVATE WAY AMENDMENT APPLICATION**

The **original** signed copy of this form must be accompanied by the required application fees, one electronic copy of the application form and plan set plus 15 sets of the plans, maps, drawings, and other necessary submissions.

Check All That Apply		PLEASE ANSWER THE FOLLOWING	Explain or comment as needed for clarification
YES	NO		
<input type="checkbox"/>	<input type="checkbox"/>	Attached are copies of the most recent deed or if applicable, contract to purchase or option to lease the property	
<input type="checkbox"/>	<input type="checkbox"/>	The Owner holds interest in the abutting property(s). If so, please explain.	
<input type="checkbox"/>	<input type="checkbox"/>	Complete the attached Agent Authorization form.	
<input type="checkbox"/>	<input type="checkbox"/>	Attached is the originally approved plan and the proposed amended plan.	
<input type="checkbox"/>	<input type="checkbox"/>	A new signature block for the proposed amendment has been added to that plan.	
<input type="checkbox"/>	<input type="checkbox"/>	Attached is a revised maintenance agreement.	

*The undersigned hereby makes application to the Town of Gorham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.*



APPLICANT'S SIGNATURE

1/12/24

DATE

Dakota Cummings

PRINT APPLICANT'S NAME

**Attachment 2**  
**Street Name Application**



**Community Development  
Planning Division**

Thomas M. Poirier, *Director of Community Development*  
[tpoirier@gorham.me.us](mailto:tpoirier@gorham.me.us)  
 Carol Eyerman, *Town Planner*  
[ceyerman@gorham.me.us](mailto:ceyerman@gorham.me.us)

GORHAM MUNICIPAL CENTER, 75 South Street, Gorham, ME 04038

Tel: 207-222-1620

**STREET AND DRIVEWAY NAME APPROVAL FORM**

**STREET NAME APPROVAL**

**DRIVEWAY NAME APPROVAL**

<b>APPLICANT INFORMATION</b>	<b>Name(s)</b>	Dakota Cummings	<b>Mailing Address</b>	P.O. Box 981 Windham, ME 04038
	<b>Phone</b>	(208) 671-0284		
	<b>Email</b>	daktastic123123@gmail.com		

**THE PROPOSED IS:**

- Planning Board Approved Private Way
- Subdivision Road constructed to public street specifications
- Driveway (not to be used for calculating frontage for buildable lot computations)
- Other \_\_\_\_\_

**PROPOSED NAME: (MUST PROVIDE THREE NAME OPTIONS)**

1. Tuscan Way \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

<b>STREET/DRIVEWAY ACCESSES OFF OF:</b>	Wood Road	<b>AT:</b>	
		<b>AT:</b>	
<b>MAP AND LOT NUMBER(S) OF ACCESS POINTS:</b>	Map 54 Lot 16		
<b>LENGTH OF NEW STREET/DRIVEWAY:</b>	+/- 447 ft	<b>NUMBER OF LOTS ACCESSED BY NEW STREET/DRIVEWAY:</b>	1

**FOR DRIVEWAY NAME APPROVAL ONLY BELOW THIS LINE:**

**NAME AND SIGNATURE OF EACH PARCEL OWNER TO BE READDRESSSED ON PROPOSED DRIVEWAY:**

<b>NAME:</b>	<b>ADDRESS:</b>	<b>SIGNATURE:</b>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

**APPLICANT MUST PROVIDE SURVEY OR REASONABLY ACCURATE REPRESENTATION OF THE DRIVEWAY DEPICTING THE DIMENSIONS AND LOCATION OF THE DRIVEWAY TO BE NAMED.**





**Community Development  
Planning Division**

Thomas M. Poirier, *Director of Community Development*

[tpoirier@gorham.me.us](mailto:tpoirier@gorham.me.us)

Carol Eyerman, *Town Planner*

[ceyerman@gorham.me.us](mailto:ceyerman@gorham.me.us)

GORHAM MUNICIPAL CENTER, 75 South Street, Gorham, ME 04038

Tel: 207-222-1620

<b>FOR OFFICE USE ONLY BELOW THIS LINE:</b>		
<b>NAME APPROVED:</b>		
<b>NAME APPROVED BY:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>
<input type="checkbox"/> TOWN PLANNER		
<input type="checkbox"/> FIRE CHIEF		
<input type="checkbox"/> POLICE CHIEF		
<input type="checkbox"/> PUBLIC WORKS DIRECTOR		
<input type="checkbox"/> ADDRESSING OFFICER		


<b>FOR PLANNING OFFICE USE ONLY BELOW THIS LINE:</b>		
<b>DATE OF PLANNING BOARD APPROVAL:</b>		
<b>DATE OF TOWN COUNCIL ACCEPTANCE:</b>		
<b>CC:</b>	<input type="checkbox"/> TAX ASSESSOR	<input type="checkbox"/> TOWN CLERK
	<input type="checkbox"/> PUBLIC WORKS DIRECTOR	<input type="checkbox"/> TOWN ENGINEER

**Attachment 3**  
**Agent Authorization Form**

# AGENT AUTHORIZATION

<b>APPLICANT(s)/ OWNER(s)</b>	<b>Name(s)</b>	<b>Dakota Cummings</b>			
<b>PROPERTY DESCRIPTION</b>	<b>Physical Address/Location</b>	P.O. Box 981 Windham, ME 04062		<b>Map(s)</b>	54
				<b>Lot(s)</b>	16
<b>APPLICANT'S AGENT INFORMATION</b>	<b>Name</b>	Andrew S. Morrell, PE			
	<b>Phone</b>	(207) 839-2771	<b>Business Name</b>	BH2M	
	<b>Email</b>	amorrell@bh2m.com	<b>Mailing Address</b>	380B Main Street, Gorham, ME 04038	

*Said agent(s) may represent me/us before Gorham Town officers and the Gorham Planning Board to expedite and complete the approval of the proposed development for this parcel.*



APPLICANT SIGNATURE

1/12/24


DATE

Dakota Cummings  
PLEASE TYPE OR PRINT NAME HERE

CO-APPLICANT SIGNATURE (if applicable)

DATE

PLEASE TYPE OR PRINT NAME HERE



APPLICANT'S AGENT SIGNATURE

1/12/24

DATE

Andrew S. Morrell  
PLEASE TYPE OR PRINT NAME HERE

**Attachment 4**  
**Declaration of Maintenance**

# Declaration of Maintenance of a Private Way

**This Declaration of Maintenance of Private Way** (hereinafter called “Declaration”) made as of the 12 day of January, 2024, by Dakota Cummings whose mailing address is P.O. Box 981, Windham, ME, 04062 (hereinafter called “Declarant”).

## WITNESSETH

Whereas, the Declarant is the owner of certain real property situated on the Wood Road in Gorham, County of Cumberland and State of Maine, and being a certain parcel of land designated as Tuscan Way as shown on a Plan entitled Plan of Private Way of Tuscan Way and to be recorded herewith the Cumberland County Registry of Deeds (hereinafter called the “Plan”):

Whereas, the Declarant is desirous of outlining and declaring the respective duties and obligations of the owners of the lots and the private ways shown on the Plan with regard to the maintenance, repair and plowing of the private way shown on the Plan and designated as Tuscan Way:

Now, therefore, the Declarant hereby declares that the Declarant’s remaining property is and hereafter shall be held transferred, sold and conveyed subject to the following covenants, agreements, liens and charges relating to the maintenance, repair and plowing of the private way shown on the Plan:

1. The owner, or owners, of the remainder of the property as shown on the Plan, shall be responsible for the cost of maintaining, repairing and plowing the private way shown on the Plan; and, if said owner or owners do not, after reasonable notice from the Town of Gorham, keep said private way maintained adequately for fire-fighting purposes, the Town may maintain the way and charge the cost thereof to the remaining lot owner or owners, who shall be jointly and severally responsible therefore and a lien imposed on the lots to secure the Town’s reimbursement. The Town, after reasonable notice, may sue said owner or owners to collect the same;
2. Tuscan Way is intended for the use of 1 lot. This lot shall pay 100% of the Tuscan Way maintenance costs.
3. The duties and obligations imposed by this Declaration shall run with the Land;
4. The duties and obligations imposed by this Declaration shall be transferred to donees, purchasers and other transferees of the remaining land shown on the Plan, and upon such transfer, the transferors shall no longer be bound by such duties and obligations;
5. The Declarants, for themselves, their heirs, successors and assigns, acknowledge, understand and agree that the Town of Gorham is not responsible for the maintenance, repair or plowing of the private way shown on the Plan.



# Declaration of Maintenance of a Private Way

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
*State of Maine*  
*County of Cumberland, ss.*

\_\_\_\_\_  
Then personally appeared the above-named \_\_\_\_\_ (Declarant) and  
acknowledged the foregoing instrument to be their free act and deed.

Before me,

Law/Notary Public

\_\_\_\_\_  
Attorney at

\_\_\_\_\_  
Type of Print Name

**Attachment 5**  
**Parcel Deed**

## Know All Men by These Presents,

That I, RUTH C. GAVETT, of the Town of Gorham, in the County of Cumberland, and State of Maine,

having on the First day of October A. D. 1974, obtained License from the Honorable Dana W. Childs, Judge of Probate within and for the County of Cumberland and State of Maine, to sell and convey at private sale the Real Estate herein-

after described, of the said Mina A. Clay

for the

sum of Seventeen Thousand (\$17,000.00)

dollars, the

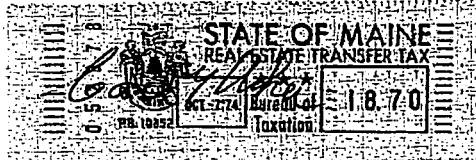
same being an advantageous offer therefor, and having agreeably to the order and decree of said Court, given due notice upon the petition for license to make such sale, and having given the bond required by law, by virtue of the power and authority with which

I am as aforesaid vested, and in consideration of the aforesaid sum of Seventeen Thousand (\$17,000.00) dollars, to me paid by BRANDON W. GAVETT of said Gorham, County of Cumberland and State of Maine,

the receipt whereof I do hereby acknowledge, have given, granted and sold, and by these Presents do give, grant, sell and convey to the said BRANDON W. GAVETT, his

Heirs and Assigns forever, the following described Real Estate, viz:

A certain lot or parcel of land, with the buildings thereon, situated in the Town of Gorham, County of Cumberland and State of Maine, and being located on the Northerly side of the Wood Road, so called, formerly Queen Street, bounded and described as follows: BEGINNING at an iron pipe driven in the ground at the side line of Wood Road and the Easterly corner of land presumed to be owned by Nancy Bicknell Taber and Stanley Watts; thence Northwesterly along the land of said Bicknell-Taber and Watts One Thousand-Seven Hundred and Four (1,704) feet, more or less, to an iron pipe driven in the ground at land of said Taber and Watts; thence Northeasterly along the land of said Taber and Watts Eight Hundred-Forty (840) feet, more or less, to an iron pipe driven in the ground at the land of Dwight Webb; thence Southeasterly along the land of said Webb One Thousand-Two Hundred-Thirty Nine (1,239) feet, more or less, to an iron pipe driven in the ground at said Webb land; thence Northeasterly along the said Webb land Forty-Two and Eight Tenths (42.8) feet, more or less, to an iron pipe driven in the ground at the land of said Webb; thence Southeasterly Three Hundred-Forty Two (342) feet, more or less, along the said Webb land to an iron pipe driven in the ground at the side line of said Wood Road; thence Southwesterly along said Wood Road Nine Hundred (900) feet, more or less, to the point of beginning.



This being all the rest and residue of the land devised in the will of Helen M. B. Clay located on the Northerly side of said road; said Helen M.B. Clay deceased 1957 Testate, her will having been proved and allowed in the Cumberland County Probate Court November 26, 1957 - Docket No. 52972.

See also Town of Gorham, Maine - Tax Map 10B, Lot #11.

The purpose of re-recording this Deed is that the contents of the house were inadvertently omitted.

L

On here and to hold the same, with all the privileges and appurtenances to the same belonging, in manner as aforesaid to the said BRANDON W. GAVETT, his

Heirs and Assigns forever.

And I the said RUTH C. GAVETT in my said capacity do consent to and with the said BRANDON W. GAVETT, his

Heirs and Assigns, that I have in all things observed the rules and directions of law relative to the selling of said Estate, and have good right and lawful authority to sell and convey the same in manner aforesaid.

In Witness Whereof. I hereunto set my hand and seal in my said capacity, this fourth day of OCTOBER in the year of our Lord one thousand nine hundred and SEVENTY-FOUR.

Signed, Sealed and Delivered in presence of

Carl G. Misher

Ruth C. Gavett  
Ruth C. Gavett, Guardian of  
MINA A. CLAY

State of Maine, Cumberland ss. October 4, 1974  
Personally appeared the above named RUTH C. GAVETT, Guardian of  
Mina A. Clay

and acknowledged the foregoing instrument to be her free act and deed in said capacity.

Before me,

Carl G. Misher  
Justice of the Peace  
Notary Public

OCT 7 1974

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE  
Received at 3 1/2 P.M. and recorded in  
BOOK 3607 PAGE 325 W. L. Myster Register

STATE OF MAINE  
CUMBERLAND, ss. Received at 8 30 A M on SEP 8 1980 and recorded in  
Book 4658 Page 49 Attest Edward D. Austin Register



**Attachment 6**  
**Purchase & Sale Agreement**



CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: <u>updated survey per disclosure by seller acceptable to both parties</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>30 days</u> days	<u>Seller</u>	<u>Seller</u>
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
4. LOCAL PERMITS Purpose: <u>to confirm the building envelope can accomodate proposed home with garage</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>TBD</u> days	<u>buyer</u>	<u>buyer</u>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
6. UTILITIES Purpose: <u>To confirm power cost is within acceptable range</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>7</u> days	<u>Buyer</u>	<u>Buyer</u>
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
8. SUB-DIVISION APPROVAL Purpose: <u>approval for a 1 lot private way and confirm that the cost of town requirements are acceptable to buyer</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>TBD</u> days	<u>buyer</u>	<u>buyer</u>
9. DEP/LUPC/ACOE APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: <u>If required for the town planning approval</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>TBD</u> days	<u>buyer</u>	<u>buyer</u>
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: <u>If applicable</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>7</u> days	<u>buyer</u>	<u>buyer</u>
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
17. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____

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

Further specifications regarding any of the above: **Seller confirms that the property is not in tree growth per disclosure.**

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. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, 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. Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

Page 2 of 5 Buyer(s) Initials [Signature] Seller(s) Initials [Signature]

11. FINANCING: Buyer's obligation to close:

Not Subject to Financing

is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
 is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within 2 days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than 1 days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

Buyer's ability to purchase  is  is not subject to the sale of another property. See addendum  Yes  No.

Subject to Financing

Buyer's obligation to close is subject to financing as follows:

a: Buyer's obligation to close is subject to Buyer obtaining a \_\_\_\_\_ loan of \_\_\_\_\_ % of the purchase price, at an interest rate not to exceed \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

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 \_\_\_\_\_ 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 within two days of receipt. After notifying Seller, Buyer shall have \_\_\_\_\_ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

e: Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay up to \$ \_\_\_\_\_ toward Buyer's actual pre-pays, 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 and Seller's obligations pursuant to 11c shall remain in full force and effect.

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

Sarah Gavett/Jeffrey Mateja 019448/ (011741) of Keller Williams Realty (2957)
Licensee MLS ID Agency MLS ID

is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

Marie Flaherty (002169) of The Flaherty Group (2927)
Licensee MLS ID Agency MLS ID

is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

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

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

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

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

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

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

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect 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 withdrawals of 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: Closing shall take place within 30 days of town planning approval of private way for one lot.

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  No Explain: \_\_\_\_\_

*DC*

*B W G*



- 25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.
- 26. Upon acceptance of the offer or counteroffer, Seller 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.

Buyer's Mailing address is PO Box 981, Windham, ME 04062  
 DocSigned by: [Signature] 1/14/2023 | 8:04 AM EST  
 \_\_\_\_\_ DATE BUYER DATE  
 \_\_\_\_\_ DATE BUYER DATE

Seller hereby accepts the offer set forth above.

Seller's Mailing address is PO Box 336, Gorham, ME 04038  
 DocSigned by: [Signature] 1/14/2023 | 3:43 PM EST  
 \_\_\_\_\_ DATE SELLER \_\_\_\_\_ DATE  
 \_\_\_\_\_ DATE SELLER \_\_\_\_\_ DATE

**COUNTER-OFFER**

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

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

SELLER \_\_\_\_\_ DATE SELLER \_\_\_\_\_ DATE  
 SELLER \_\_\_\_\_ DATE SELLER \_\_\_\_\_ DATE  
 The Buyer hereby accepts the counter offer set forth above.  
 BUYER \_\_\_\_\_ DATE BUYER \_\_\_\_\_ DATE  
 BUYER \_\_\_\_\_ DATE BUYER \_\_\_\_\_ DATE

**EXTENSION**

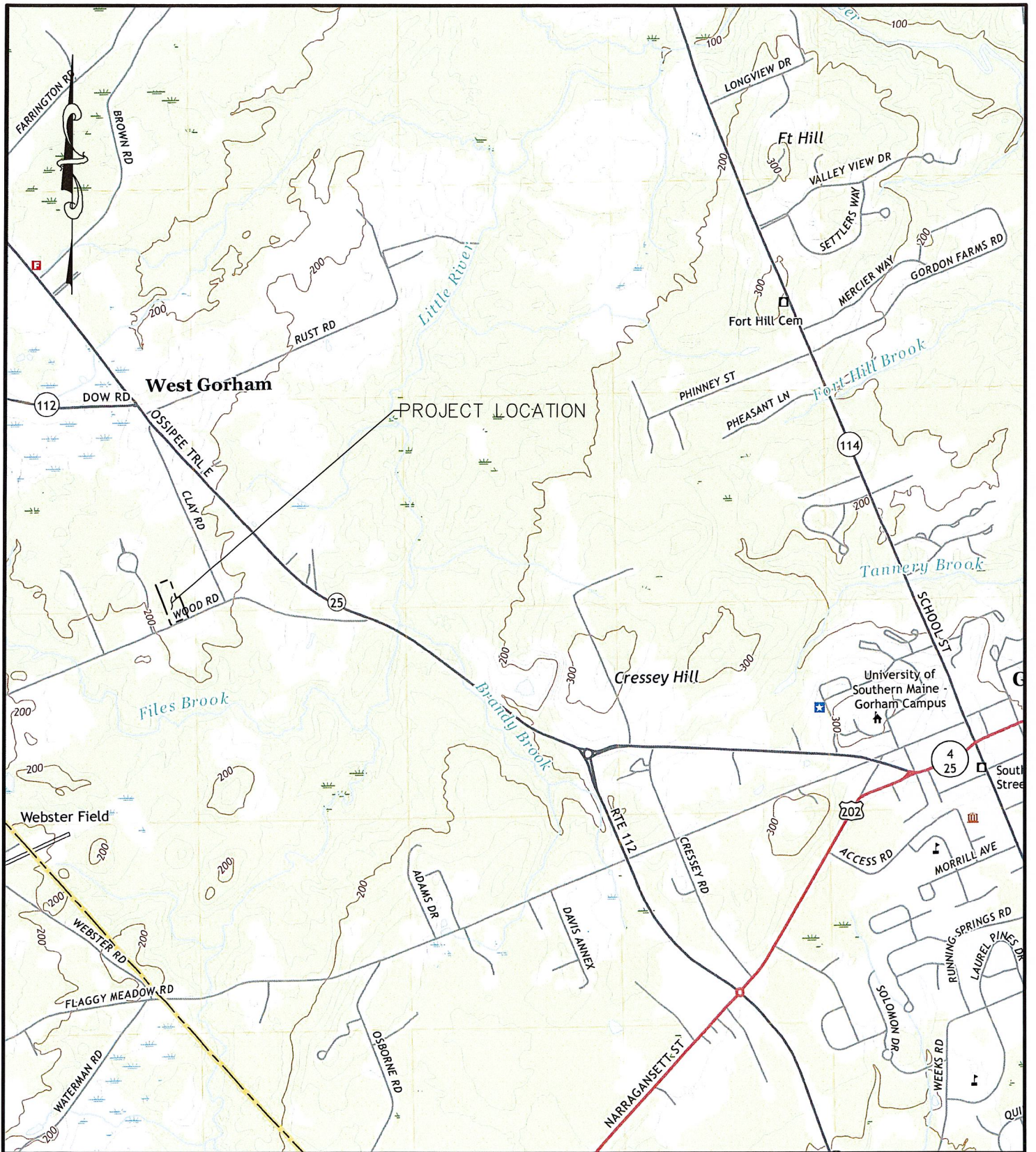
The closing date of this Agreement is extended until \_\_\_\_\_ DATE  
 SELLER \_\_\_\_\_ DATE SELLER \_\_\_\_\_ DATE  
 SELLER \_\_\_\_\_ DATE SELLER \_\_\_\_\_ DATE  
 BUYER \_\_\_\_\_ DATE BUYER \_\_\_\_\_ DATE  
 BUYER \_\_\_\_\_ DATE BUYER \_\_\_\_\_ DATE





**Attachment 7**  
**Figures (USGS, Zoning Map, FEMA & Tax Map)**





REFERENCES:  
 1. USGS QUADRANGLE GORHAM, ME 2021

Scale: 1" = 2000'



**Berry, Huff, McDonald, Milligan Inc.**  
 Engineers, Surveyors

380B Main Street  
 Gorham, Maine 04038

Tel. (207) 839-2771  
 Fax (207) 839-8250



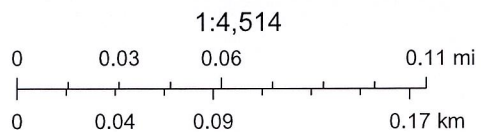
# Zoning Map



5/9/2023, 2:15:59 PM

Zoning as of April 2023

- Parcel Labels
- Parcels
- Gorham Town Boundary
- R: Rural
- Roadways



Maxar





APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
FLOOD INSURANCE RATE MAP

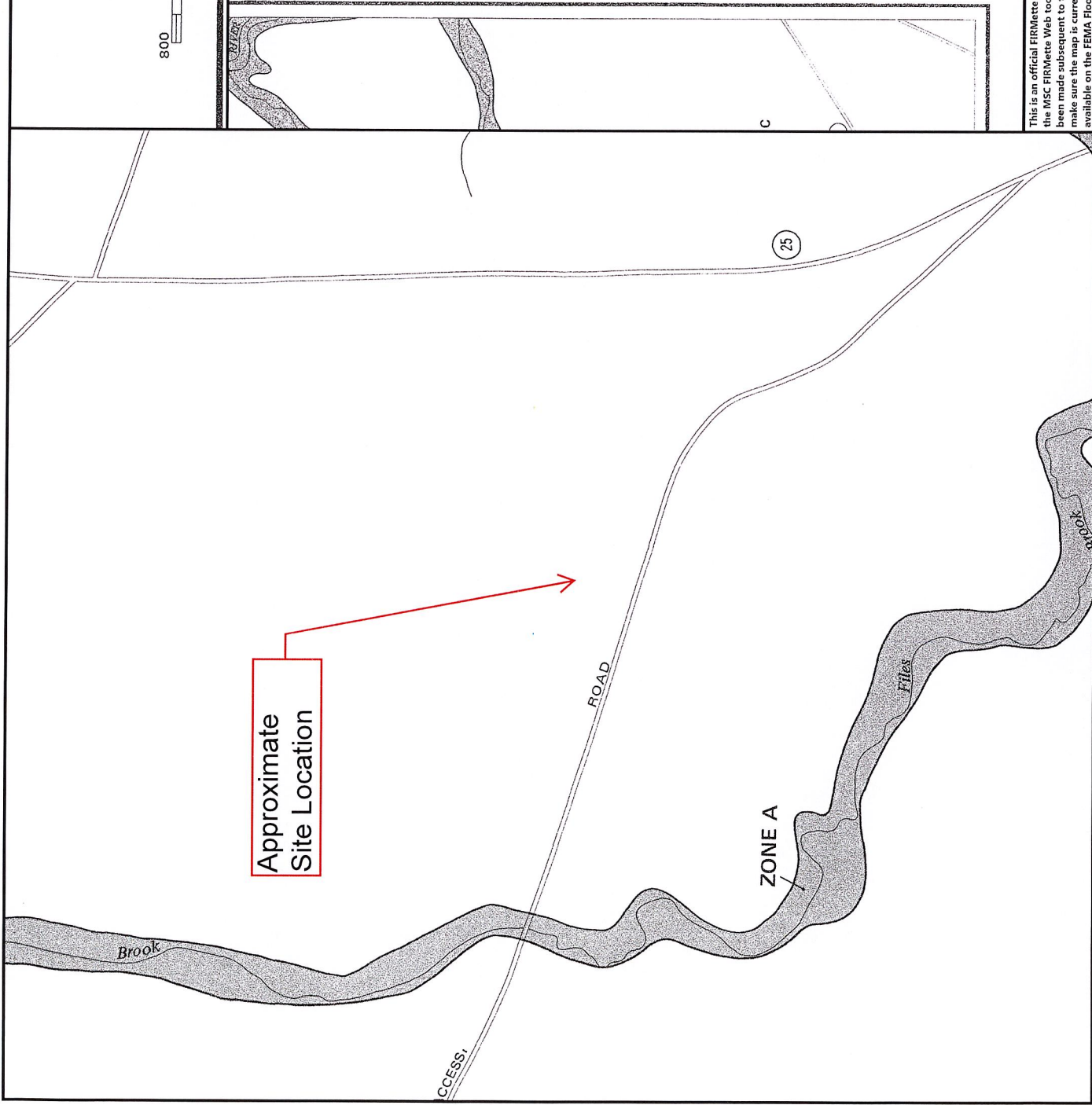
TOWN OF  
GORHAM, MAINE  
CUMBERLAND COUNTY

PANEL 15 OF 30  
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY PANEL NUMBER  
230047 0015 B

EFFECTIVE DATE:  
OCTOBER 15, 1981

federal emergency management agency  
federal insurance administration



This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.



**Attachment 8**  
**Wetland Delineation Letter**





MARK HAMPTON ASSOCIATES, INC.

SOIL EVALUATION • WETLAND DELINEATIONS • SOIL SURVEYS • WETLAND PERMITTING

7320

September 27, 2023

Mr. Dakota Cummings  
PO Box 981  
Windham ME 04062

Re: Wetland delineation, 1.95-acre lot behind 59 Wood Road, Gorham, ME

Dear Mr. Cummings,

I have completed a delineation of wetlands on the 1.95-acre lot located behind 59 Wood Road in Gorham. The wetland delineation was completed in accordance with the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual for the Northcentral and Northeast Regions dated January 2012. These manuals require the presence of three parameters for a wetland to be present, wetland hydrology, hydrophytic vegetation, and hydric soils.

The wetlands I found were flagged with yellow flagging. The flagging was labeled in an alphanumeric sequence. The wetland flags were located by GPS equipment capable of locating a point to within three feet. The wetlands found on the parcel are forested wetlands along the back property line. The wetlands do not meet the definition of wetlands of special significance as defined by Maine Department of Environmental Protection. The GPS data has been sent to Robert Libby at BH2M to be incorporated into the plan.

If you have any questions or require additional information, please contact me.

Sincerely,

Hope Hampton, L.S.E.  
Licensed Site Evaluator #427





MARK HAMPTON ASSOCIATES, INC.

SOIL EVALUATION • WETLAND DELINEATIONS • SOIL SURVEYS • WETLAND PERMITTING

7320

September 27, 2023

Mr. Dakota Cummings  
PO Box 981  
Windham ME 04062

Re: Preliminary soil evaluation, 1.95-acre lot behind 59 Wood Road, Gorham, ME

Dear Mr. Cummings,

I have completed a preliminary soil evaluation on the 1.95-acre lot located behind 59 Wood Road in Gorham. The soil evaluation was conducted in accordance with the Maine Subsurface Wastewater Disposal Rules dated September 2023, as amended. I evaluated several hand excavated soil test pits throughout the lot. The soils found in the upland areas are moderately well drained mixed geological origin soils, with a limiting factor from approximately 15 to 30 inches.

The soils as evaluated meet the minimum requirements of the state rules. In my opinion, there are suitable soils and area on the lot for a septic system. A septic system for a 3-bedroom home could be a 20' wide by 45' long stone and pipe bed or an Eljen Indrain system with a minimum of 20 units. A septic design can be completed in the future.

If you have any questions or require additional information, please contact me.

Sincerely,

Hope Hampton, L.S.E.  
Licensed Site Evaluator #427

**Attachment 10**  
**Private Way Plans**