

### 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).



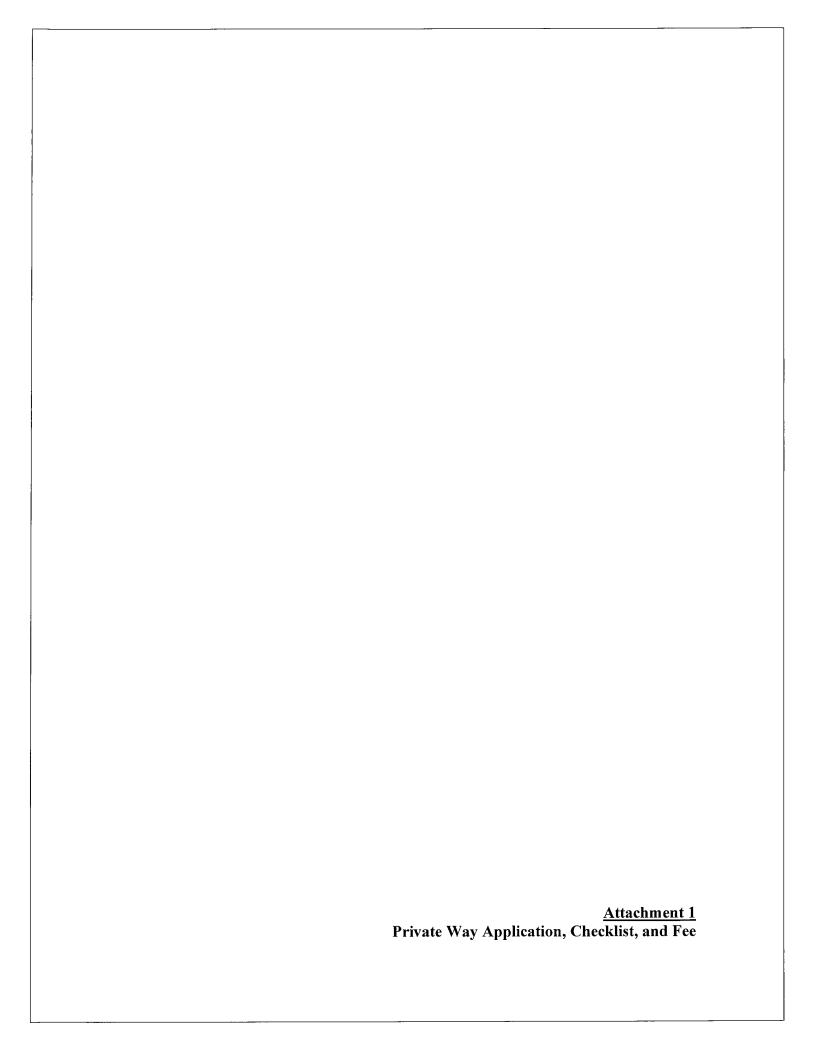
### Sketch Plan meeting with Planning Board on June 5, 2023

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





## **Community Development Planning Division**

Thomas M. Poirier, *Director of Community Development*<u>tpoirier@gorham.me.us</u>

Carol Eyerman, *Town Planner*<u>ceverman@gorham.me.us</u>

		PRI	VATE	WAY	API	PLIC	ATIO	N				
Z	NEW PRIVAT	E WAY					□ РІ	RIVAT	E WAY A	MEN	DMENT	
FEES FOR PRIVAT REVIEW	\$7   P1   \$3   <b>Z</b> P1	\$700.00 Application Fee PRIVATE WAY AMENDMENT - \$350.00 Application Fee					Amount Paid:  \$  Date:					
PROPERTY DESCRIPTION	Parcel ID	Map 54 Lot(s)		16	6 Zoning			R	Tot: Are	al Land a	84,722 sf.	
	Physical Address/ Location	59 Wo	od Ro	ad								•
PROPERTY	Name	Brand	don G	avett		Mailin	-	59 Wood Road Gorham, ME 04038				
OWNER'S INFORMATION	Phone	(207)	11 7	Address		Somani, WE 04000						
	Email	59brag	gav@g	mail.c	om							
APPLICANT'S INFORMATION	Name	Dako	gs	Name of Business		N/A						
(if different from owner)	Phone	(207)	671-0	0284		Mailing Address		P.O. Box 981 Windham, ME 04062				
	Email	daktasti	ic123@	gmail.co	om			VVIIIUIIAIII, IVIE U4002				
APPLICANT'S AGENT	Name	Andre	ew S.	Morre	ell	Name of Business		В	H2N	<b>/</b>		
INFORMATION	Phone	(207	<sup>'</sup> ) 83	9-27	71	Mailin Addre	0		B Main ham, N		eet	
	Email	amorre	ell@bh	2m.co	m	Addre	33					
DESCRIPTION	Existing Cond	itions:										
	Undeveloped	woodlan	d (parce	el cut of	f lot w	ith sing	gle fami	ly ho	me - of E	Brado	n Gavet	t)
	Proposed legal ROW, maintena										s for dedi	cation of the
The applicant proposes to construct a private way, appr						y 447' long	g, designed	d to the	1-Lot standa	rd to se	rve 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 <u>NEW PRIVATE WAY</u> 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.

	ck All Apply	PLEASE ANSWER THE FOLLOWING	Explain or comment as needed for clarification			
YES	. NO					
Z	Attached are copies of the most recent deed or if applicable, contract to purchase or option to lease the property		See Attached Deeds			
	V	The Owner holds interest in the abutting property(s). If so, please explain.	N/A			
	Ø	All easements have been identified on the plans and copies of the easement deeds are attached. If not, please explain.	No Existing Easements			
V		Have you completed an application for 'Street Name'? If not, please explain.	See Attached			
Z		Complete the attached Agent Authorization form.	See Attached			
	V	Is a variance from the Board of Appeals required? If so, describe.	N/A			
Z		Attached are copies of the maintenance agreement.	See Attached			
How man	y lots will t	he private way serve?	1			
	y dwelling w? in the f	units will be served by the proposed private uture?	1			
How long	g is the prop	osed private way (ft)?	+/- 447 ft			
Fee intere	est in the pro	oposed private way will be held by whom?	Dakota Cummings			
	DEP-Type	eral approvals required. of Permit(s): of Engineers:				
YES	NO	POST CONSTRUCTION ST	FORMWATER MANAGEMENT			
	Z	Will the construction activity disturb one acre or more?	N/A			
	Is the parcel located within the Town of Gorham M area?		N/A			

### APPLICANT'S CHECKLIST FOR PLAN REQUIREMENTS

SUI SCI The devi	BMITTALS THAT THE TOWN PLANNER DEEMS FFICIENTLY LACKING IN CONTENT WILL NOT BE HEDULED FOR PLANNING BOARD REVIEW. Following checklist includes items generally required for elopment by the GORHAM LAND USE ORDINANCES and, to project specifics, are required to provide a complete and urate set of plans, reports and supporting documentation.  Paper size:  No less than 11"x 17" (reduced) or greater than 24"x36" (full) Scale size:  No greater than 1" = 30' 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 Survey performed and sealed by licensed surveyor: Identify all existing property/R.O.W. markers  Show all proposed boundary monuments (per ordinance) Provide orientation:  Arrow showing true north and magnetic declination  Graphic scale  Signature blocks	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 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
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	deed  Letters of approval from utility companies and town staff.  The following supporting documentation may be required:  Erosion and sedimentation control plan
	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	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)
	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 Show and locate on the plans the names and addresses of all owners of record of abutting properties, including those across	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 street

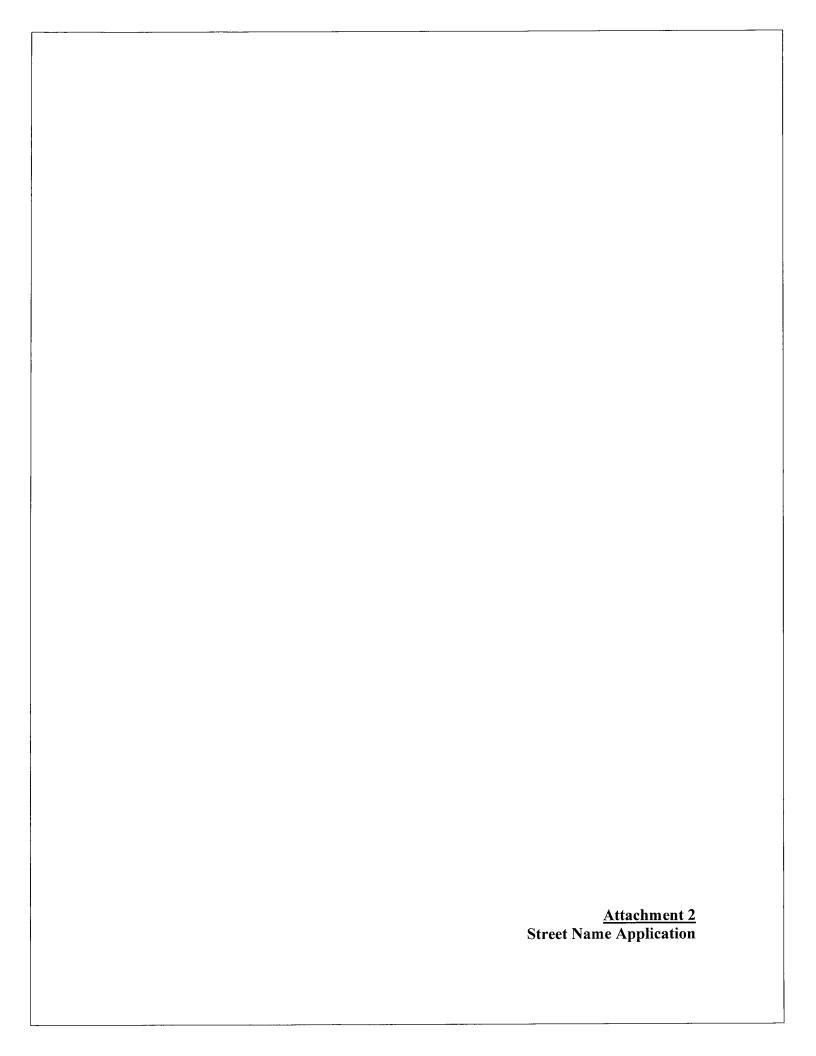
### THE FOLLOWING QUESTIONS PERTAIN TO A PRIVATE WAY AMENDMENT APPLICATION The original signed copy of this form must be accompanied by the required application fees, one electronic copy of the application form and plan set plus 15 sets of the plans, maps, drawings, and other necessary submissions. Check All PLEASE ANSWER THE FOLLOWING Explain or comment as needed for clarification That Apply YES NO Attached are copies of the most recent deed or if applicable, contract to purchase or option to lease the property The Owner holds interest in the abutting property(s). If so, please explain. Complete the attached Agent Authorization form. Attached is the originally approved plan and the proposed amended plan. A new signature block for the proposed amendment has been added to that plan. 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

PRINT APPLICANT'S NAME





# Community Development Planning Division

Tel: 207-222-1620

Thomas M. Poirier, *Director of Community Development*tpoirier@gorham.me.us
Carol Eyerman, *Town Planner*ceyerman@gorham.me.us

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

GOMIAMIMO	TCHAL CENTE	14, 75 50um 5u	cct, Gornain, ME 0	1050	******
STR	EET AND	DRIVE	EWAY NA	ME API	PROVAL FORM
5	Z STREET NA	ME APPROV	/AL	☐ DRIV	EWAY NAME APPROVAL
	Name(s)	Dakota Cum			P.O. Box 981
APPLICANT Phone (208) 67		(208) 671-	0284	Mailing Address	Windham, ME 04038
II (I ORIMITO)	Email	daktastic12312	23@gmail.com		
THE PROPOSED	IS:				
Subdivision Driveway ( Other PROPOSED NAM  1. Tuscan Way	E: (MUST PROV	to public street calculating from	tage for buildable lo		
STREET/DRIVEW	VAY ACCESSES	OFF OF:	Wood Road		AT:
MAP AND LOT N POINTS:	UMBER(S) OF A	CCESS	Map 54 Lot 16		
LENGTH OF NEV STREET/DRIVEV		+/- 447 ft	NUMBER OF L STREET/DRIV		SED BY NEW 1

FOR DRIV	EWAY NAME APPROVA	AL ONLY BEL	OW THIS LINE:		
NAME AN	D SIGNATURE OF EAC	H PARCEL OV	VNER TO BE READ	DRESSED ON PR	OPOSED DRIVEWAY:
NAME:	1.	ADDRESS:		SIGNATURE:	
	2				
	2.				
	3.				
	4.				
A DDI ICA	NT MUST DROVIDE SI	IDVEV OD DE	ASONARI V ACCUR	ATE REPRESEN	TATION OF THE DRIVEWAY

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



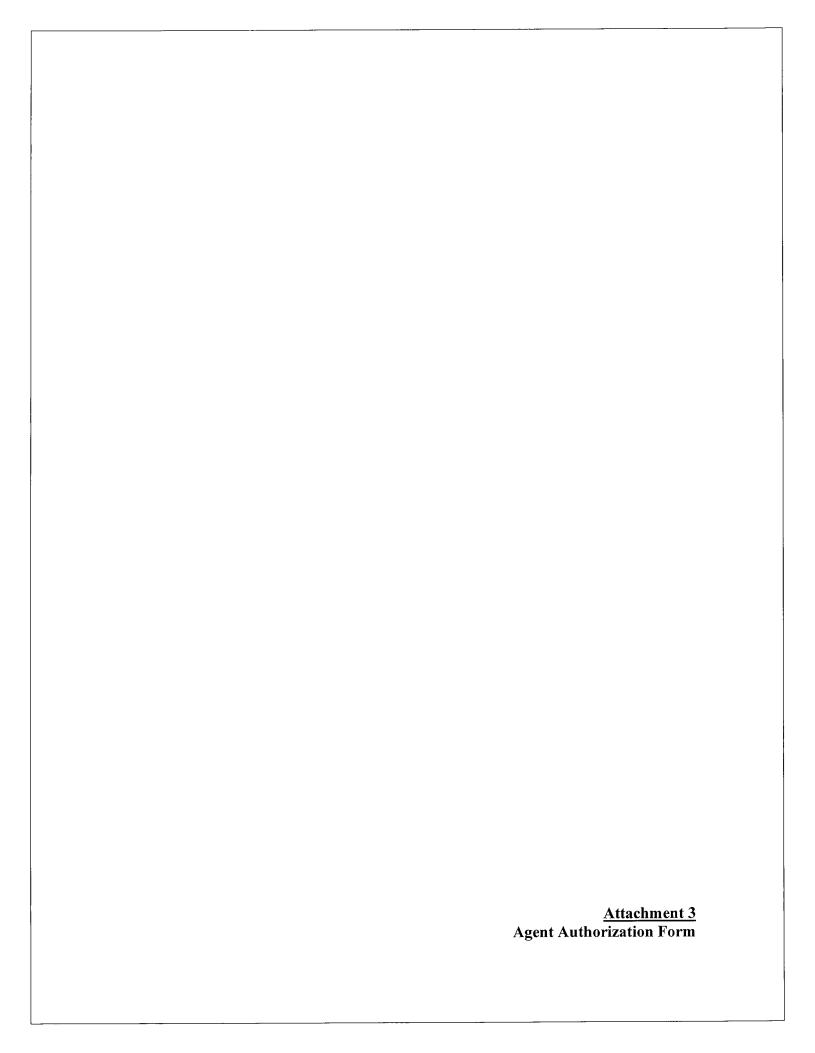
# Community Development Planning Division

Thomas M. Poirier, *Director of Community Development*tpoirier@gorham.me.us
Carol Eyerman, *Town Planner*ceyerman@gorham.me.us

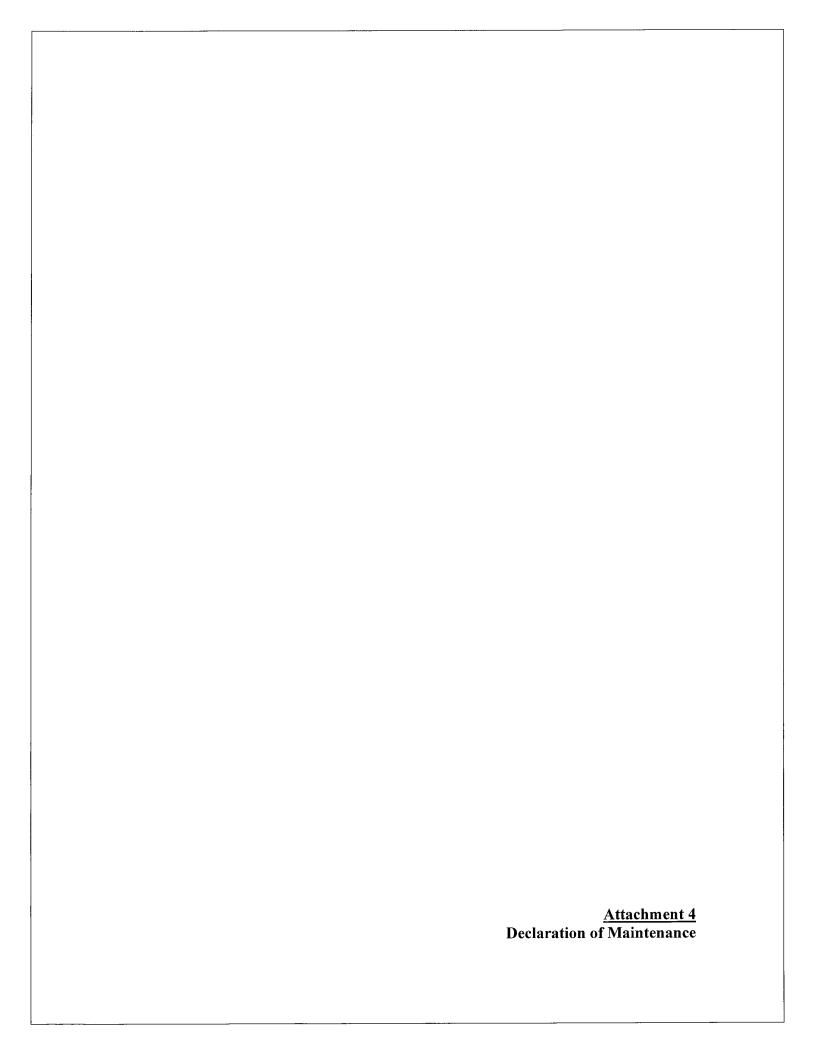
GORHAM MUNICIPAL CENTER, 75 South Street, Gorham, ME 04038

Tel: 207-222-1620

FOR OFFICE US	E ONLY BELOW TI	HIS LINE:					
NAME APPROVE	ED:						
NAME APPROVE	ED BY:	IGNATURE:			DATE:		
☐ TOWN PLAN	NER						
☐ FIRE CHIEF							
□ POLICE CHIE	F						
☐ PUBLIC WOR	KS DIRECTOR						
☐ ADDRESSING	OFFICER						
FOR PLANNING	OFFICE USE ONLY	BELOW THIS LI	NE:				
DATE OF PLANN	ING BOARD APPR	OVAL:					
DATE OF TOWN	COUNCILACCEPT	ANCE:					
CC.	☐ TAX ASSI	☐ TAX ASSESSOR			☐ TOWN CLERK		
CC:	☐ PUBLIC V	WORKS DIRECTO	R	☐ TOWN ENGINEER			



	AC	GENT AU	THORIZ	ZATION		
APPLICANT(s)/ OWNER(s)	Name(s)	Dakot	a Cum	mings	3	
PROPERTY DESCRIPTION	Physical Address/Location	P.O. Box 981 Windham, ME 04062		Map(s)	54	
APPLICANT'S	Name	Andrew S.	. Morrell, PE		Lot(s)	16
AGENT INFORMATION	Phone	(207) 839-2771	Business Name	BH2M		
	Email	amorrell@bh2m.com	Mailing Address	380B Main S	treet, Gorh	nam, ME 04038
Said agent(s) may	represent me/u	s before Gorh	am Town offic	ers and the Go	orham Pla	anning
Dakota Cumming PLEASE TYPE OR PRI	S		DA	//12/2	-4	
CO-APPLICANT SIGN	NATURE (if applicable)	)	DA	ГЕ		



### **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 <u>Wood Road</u> in Gorham, County of Cumberland and State of Maine, and being a certain parcel of land designated as <u>Tuscan Way</u> as shown on a Plan entitled Plan of Private Way of <u>Tuscan Way</u> and to be recorded herewith the Cumberland County Registry of Deeds (hereinafter called the "Plan"):

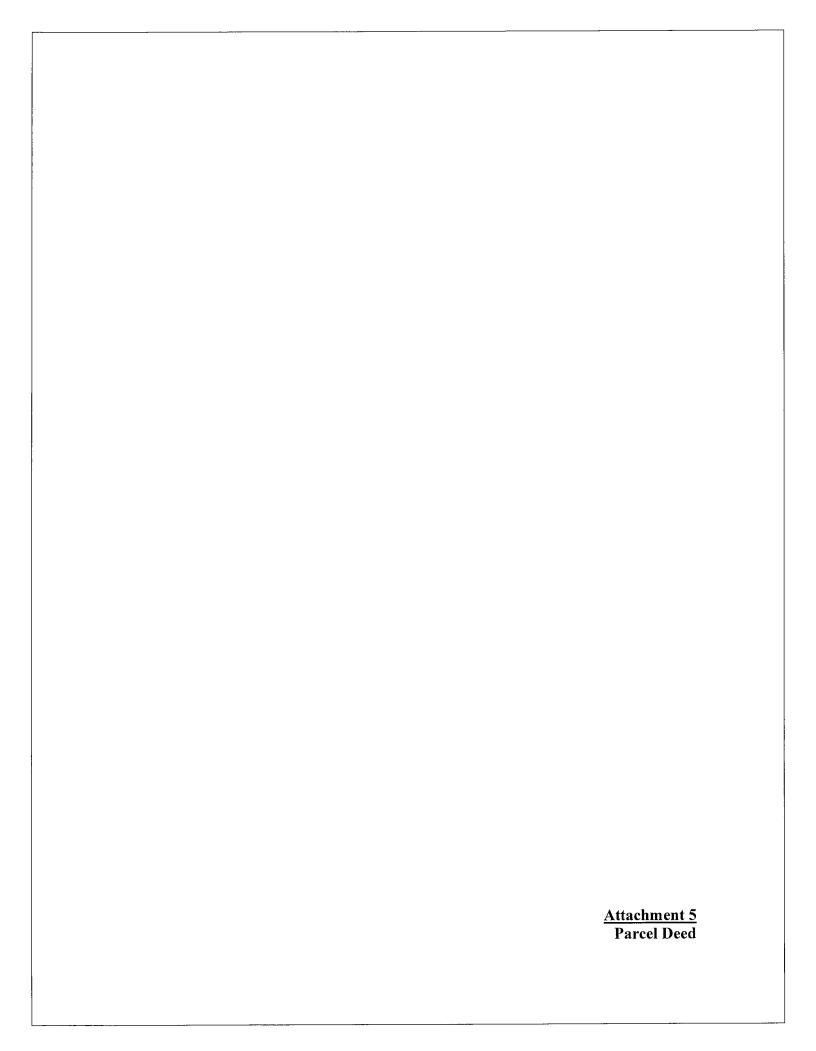
Whereas, the Declarant is desirous of outlining and declaring the respective duties and obligations of the owners of the lots and the private ways shown on the Plan with regard to the maintenance, repair and plowing of the private way shown on the Plan and designated as Tuscan Way:

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 acknowledged the foregoing instrument to be		(Declarant) and
	Before me,	
Law/Notary Public		Attorney at
	Type of Print Name	



## Know All Men by These Bresents.

352

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 Gumberland and State of Maine, to sell and convey at private sale the Real Estate hereinafter described, of the said Kina 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 HRANDON 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 conver to the said HRANDON 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 Eundred 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; thence Northeasterly along the land of said Taber and Watts Eight Eundred-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 Eundred-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.

STATE OF MAINE
REAL STATE

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.

- 2-

On have and in hold the same, with all the privileges and appurtenances to the same belonging, in manner as aforesaid to the said ERANDON W. GAVEIT, his

Heirs and Assigns forever.

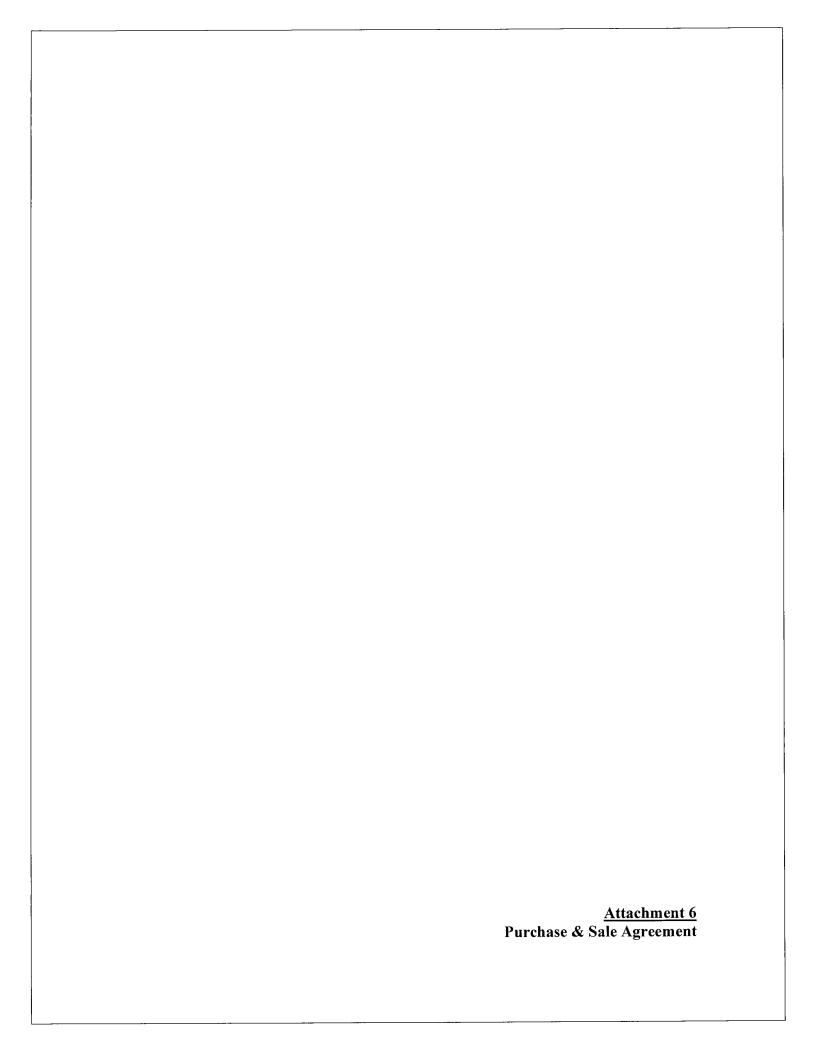
And I the said RUTH C. GAVETT in my said capacity do communent to and with the said ERANDON W. GAVETT, his

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 Milness Apprend. 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 Belivered in presence of  Cal G. Mahen  Ruth C. Gavett, Guardian of NINA A. CLAY
	State of Mains. Cumberland ss. October 4, 19.74  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.
Becei	THY OF DEEDS. CUMBERIAND COURTY, HAND Wed at 2 B 16 MPM, and recorded to the Register
li -	CUMBERLAND, ss.  Received at S H 30 M A m on SEP 8 1980 REGISTRY OF DEEDS  Received at S H 30 M Arrest Column Register  Register

1



### PURCHASE AND SALE AGREEMENT - LAND ONLY

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

	15/1/ 7002
January 13 , 2023	Effective Date is defined in Paragraph 20 of this Agreement.
) iffer Date	Effective Date is defined in 1 dasgraph 20 of that 1.85
1. PARTIES: This Agreement is made between Stax Builders	("Buyer") and
Brandon W Gavett, Eileen	F Gavett ("Seller").
a DESCRIPTION Subject to the terms and conditions hereinafter	set forth, Seller agrees to sell and Buyer agrees to buy   all
X  part of (if "part of" see para. 22 for explanation) the property should be country of Cumberland State of Maine, located a described in deed(s) recorded at said County's Registry of Deeds Book	Portion of 59 Wood Road  (c) 6767 Page(s) 116
The mark look and the state of	COMPANY OF MILES NOTES IN DRY MIC WAY PROPERTY PAGE
a deposit of earnest money in the amount in the amount of \$ will be delivered _  If Buyer fails to deliver the initial or additional deposit in compliance	with the chove tarms Seller may terminate this Agreement. This
If Buyer fails to deliver the initial or additional deposit in compliance right to terminate ends once Buyer has delivered said deposit (s). The	
cashier's or trust account check upon delivery of the Deed.	DS C
	ons:
Inis Purchase and Sale Agreement is subject to the following Committee of t	e Flaherty Group 15 (Agency'') shall hold
144 1	at ha realid until dannary 14, 2023 (usic)
12:00 AM X PM; and, in the event of	non-acceptance, this earnest money shall be returned promptly
to Buyer.  5. TITLE AND CLOSING: A deed, conveying good and merchan	
the Maine Bar Association shall be delivered to Buyer and this trans execute all necessary papers on See Par 22  eller is unable to convey in accordance with the provisions of this pexceed 30 calendar days, from the time Seller is notified of the defect to remedy the title. Seller hereby agrees to make a good-faith effort closing date set forth above or the expiration of such reasonable time accept the deed with the title defect or may terminate this Agreement in hereunder and any earnest money shall be returned to the Buyer.	closing trate) of stoloic, it agrees a reasonable time period, not to paragraph, then Seller shall have a reasonable time period, not to it, unless otherwise agreed to in writing by both Buyer and Seller, to cure any title defect during such period. If, at the later of the period, Seller is unable to remedy the title, Buyer may close and a which case the parties shall be relieved of any further obligations
6. DEED: The property shall be conveyed by a weencumbrances except covenants, conditions, easements and restrictic continued current use of the property.	
7 POSSESSION: Possession of premises shall be given to Buyer in	nmediately at closing unless otherwise agreed in writing.
8. RISK OF LOSS: Until the closing, the risk of loss or damage to shall have the right to view the property within 24 hours prior to substantially the same condition as on the date of this Agreement.	said premises by fire or otherwise, is assumed by Seller. Buyer closing for the purpose of determining that the premises are in
9. PRORATIONS: The following items, where applicable, shall be	e prorated as of the date of closing: rent, association fees, (other) all be prorated as of the date of closing (based on municipality's a lifthe amount of said taxes is not known at the time of closing,
they shall be apportioned on the basis of the taxes assessed for the p and valuation can be ascertained, which latter provision shall survi required by State of Maine.	ive closing. Buyer and Seller will each pay their transfer tax as
10. DUE DILIGENCE: Buyer is encouraged to seek information free Seller nor Licensee makes any warranties regarding the condition, p subject to the following contingencies, with results being satisfactory	communication and of the property and the property of the prop
: The state of the	
Page 1 of 5 Buyer(s) Initials	Seller(s) Initial Star Builders
The Fisherty Group, 386 Bridgton Rd Westbrook ME 04992 Maris Fisherty Produced with Lone Wolf Transactions (zipForm Edition) 7	Phone: (207) 221-8585 Fax: Stax Builders 717 N Herwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

C	ONTINGENCY	VFC	NO	THE THE	T TOTAL TIME	147R)	OBTAINED	TO BE PAID
1.	SURVEY	X		within	L RESOLUT 30 days		BY	FOR BY
	Purpose: updated survey per	diselos	ire hv :	veller accersée	hle to both no	uays	Seller	Seller
7.	SOILS TEST	П	X		nae eo peen pa			
,	Purpose:	ш		AA ISHIKIT.		uays _	A CONTRACTOR OF THE CONTRACTOR	
3.	SEPTIC SYSTEM		-			,		
	DESIGN	П	X	within		days		
	Purpose:							
4.	LOCAL PERMITS	X	П	within	TBD	days	buyer	buyer
	Purpose: to confirm the build	ing env	elope c	an accomoda	te proposed h	ome with ga	rage	MRYCI
5.	HAZARDOUS							<u> </u>
	WASTE REPORTS		X	within		days		
	Purpose:							,
6.	UTILITIES	X		within	7	days	Buyer	Buyer
	Purpose: To confirm power co	ost is w		ceptable rang	ze			
7.	WATER		X	within		days		
_	Purpose:							
8.	SUB-DIVISION							
	APPROVAL	X		within	TBD	days	buyer	buyer
À	Purpose: approval for a 1 lot	private	way an	d confirm th	at the cost of t	own requir	ements are accepta	ble to buyer
9.	DEP/LUPC/ACOE APPROVALS		X	within		days		•
10	Purpose:	<u> </u>	<del></del>					
IV.	ZONING VARIANCE		X	within		days		h
11-11	Purpose:							
H.	HABITAT REVIEW/ WATERFOWL	(mar)	1-1	9.5				
	Purpose: If required for the to	X		within	TBD	days _	<u>buyer</u>	buyer
12	REGISTERED FARMLAND	AAII DiS						
) .	Purpose:		X	within		days		
13.	MDOT DRIVEWAY/							
	ENTRANCE PERMIT	X		zeriéhán	7	days	<b>K</b>	
	Purpose: If applicable		لسط	Within		uays _	buyer	buyer
14.	DEED RESTRICTION		X	within		days		
	Purpose:	لسة		AA TOTATAL		uays		
15.	TAX STATUS*		X	within		days		
	Purpose:	اسط		AA A CHARACT		uays		
16.	BUILD PACKAGE	П	X	within	······································	days		
	Purpose:	ш		***************************************		uays		
17.	OTHER	П	X	within		days		······································
	Purpose:							
	* If the land is enrolled in the M	faine T	ree Gro	wth Tax pro	gram, Seller	agrees to pr	ovide Buver with	the current Fores
	Management and Harvest Plan within	11	days.	Yes X	No	F.	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Furt	her specifications regarding any of th	ne abov	· :: Seller	confirms th	at the arone	ty is not in s	iraa mramth mar die	arana Maria
					me one propos	cy as mot in t	erec Stouch Bet dis	CAUSUI C.
	•							
Jnle	ess otherwise specified above, all of	the aho	ve will	he obtained a	nd raid for h	Parzar Call	er correct to soome	nto swith Deserve and
hal	give Buyer and Buyer's agents and	consult	ants res	sonable acces	us to the prope	rty in order	to undertake the ch	ate with Buyer an
Buy	er agrees to take reasonable steps to	return	the pror	erty to its pre	insnection co	ndition. If t	he result of any inc	estigation or othe
one	ution specified herein is unsatisfact	ory to E	luyer in	Buver's sole	discretion. B	uver will de	clare the Agreemen	t pull and void b
lotii	ying Seller in writing within the spe	cified n	umber (	of days, and a	nv earnest mo	nev shall be	returned to Buyer.	If the result of an
nve	sugation or other condition specifies	d herein	is unse	itisfactory to j	Buver, and Bi	ıver wishes t	to pursue remedies	other than voiding
ne 1	Agreement, Buyer must do so to ful	l resolu	tion wit	thin the time	period set for	th above: oth	nerwise this continu	ency is waived:
uy	or does not notify Seller that an inve	stigation	ı is unsa	atisfactory wit	thin the time r	eriod set for	th above, or if any i	investigation unde
	paragraph is not performed or comp	ieted di	uring the	e period speci	fied in this na	ragraph this	contingency and the	he right to conduc
n in	vestigation are waived by Buyer. In ion as to the condition of the propert	the abs	ence of	inspection(s)	mentioned abo	ove, Buyer is	relying completely	upon Buyer's ow
ท่ท	ion as to the condition of the propert	17				TUS C	DS	

Buyer(s) Initials

| Seller(s) Initials | Seller(s) Initials | Seller(s) Waw.woll.com | Stax Builders | Stax B

Page 2 of 5

	11.		•	yer's obligation to clo	se:					
		Not	t Subject to Fi	nancing to a financing contin	conou Riverh	ne provided Seller with	acceptable proof of the	funds.		
		X	is not subject	to a financina contir to a financina contir	gency. Duyer s roency Ruver s	as provide aroof of t	he funds acceptable to	Seller within	2 da	ays. If such
	٠	A	nace is made	centable to Seller Se	igonoy. Dayor s ller may termin	ate this Agreement no	later than 1	days from rec	eipt. If proof of i	
·			provided with	hin such time nerind.	Seller may ten	minate this Agreement	which right shall end	nce such proof	is received, how	ever Seller
			retains the ap	reed upon time perior	d to terminate i	f such proof is unaccen	table. If Seller terminat	es in either cas	e, the earnest mor	ey shall be
			returned to B			roadin Property and and area				·
			Haver's abilit	v to murchase — is-	is not subje	et to the sale of anothe	<del>r property. See addend</del>	m Yes	-No.	
		Shark Shark	ject to Financ						_	
		Π		ation to close is subje	et to financing	as follows:				
		<b>₩</b>		ation to close is sub				_ <del>loan of</del>	<del>% of th</del>	o purchase
		•,•	price of an in	terest rate not to exc	ecd-	-% and ame	rtized over a period of		<del>cars. Buyer is u</del> n	
			faith-obligation	on to seek and obtain	financing on the	iese terms. If such fine	meing is not available t	<del>o Buyer as of t</del> i	<del>ne closing date,</del> E	<del>luyer is not</del>
			obligated to o	lose and may termina	ne this Agreem	ent in which case the c	<del>arnest money shall be r</del>	turned to Buye	<del>2.</del>	
		b:	Buyer to prev	ide Seller with letter	from lender sh	owing that Buyer has a	ade application for loa	<del>r-specified-in-(</del> e	)-and; subject to	verification
			of information	s, is qualified for the	loan requested	within	days from the Eff			
							minate this Agreement	and the carnes	t money shall be	returned to
D\$			Buyer. This ri	i <del>ght to terminate end</del> s	once Buyer's 1	<del>otter is received.</del>				4. 11
1	/	e:			and directs its	onder to communicate	the status of the Buyer	<del>s loan applicati</del>	on to bolier, belie	as heensee
<i>y</i>	(,		and Buyer's li	censee.					444 4 . 4	. 1.1. (1.11
COLORO COMO	-	• <del>d.</del>	After (b) is n	iot, if the lender noti	fics Duyer that	it is unable or unwill	ing to provide said fine	nemg, Buyer i	congared to pre	Vice belief
			with written d	locumentation of the	<del>loan denial wit</del>	hin two days of receip	. After notifying Seller	- Buyer shan na	vo	to provide
ظا	× 1	10	Sciler with a	letter-from another l	ender showing	that Buyer has made	application for loan sp	lattan anidain a	ia, suojeet to vei	Callenamen
	) V	√ الحند	information,	is qualified for the	<del>loan requested.</del>	. It Buyer tails to pre	wide Seller with such	toner winning	marana period,	our may
	-	, , ,	Cerminate this	Agreement and the	carnest money s	nail be returned to 120	er. This right to termin	ne chas once D	toward Buver's	colver.
		Ċ;	Buyer agrees	to pay no more than	- 70/111	s. Soller agrees to pay	Tup to w		TO HERE LAGYET S.	morner fre-
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<u></u>	·····	۶٦	j <del>priyer may on</del>	roose to puly cuan ma	tenn or oppusie	ig imminung. 11 50, 170,	right to terminate pursu	ant-to-tho-war-	sions of this nore	eranh shall
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17.	HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Selle
	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: Clesing shall take place within 30 days of town planning approval of private way for one lot.

<ol><li>23. GENERAL PROVISION</li></ol>
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- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the

	•	property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
	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.	AD	DBNDA: Yes X No Explain:

Page 4 of 5

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 1/14/2023 | 8:04 AM EST DATE BUYER DATE **Stax** Builders DATE DATE BUYER seller hereby accepts the offer set forth above. ling address is PO Box 336, Gorham, ME 04038 1/14/2023 3:51 PM 1/14/2023 | 3:43 PM EST DATE DATE LER:Brandon W SELLER 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) AM PM. SELLER DATE SELLER DATE DATE SELLER SELLER DATE The Buyer hereby accepts the counter offer set forth above. DATE BUYER DATE BUYER DATE BUYER DATE BUYER **EXTENSION** The closing date of this Agreement is extended until DATE DATE SELLER DATE SELLER

Page 5 of 5

SELLER

BUYER

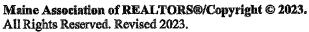
BUYER



SELLER

BUYER

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DATE

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#### **Public Client Synopsis Report**

TBD Wood Road, Gorham, ME 04038

List Number: 1542507

County: Cumberland Seasonal: No

List Price: Original List Price:

\$95,000 \$95,000

Status: Active Property Type: Land
Directions: GPS address is 59 Wood Road, Sellers have given permission to park in their driveway for showings as they own the house next door.

No

No



General Information Mobile Homes Allowed: No

<u>Water Information</u> Water Frontage:

Water View:

Lot Size Acres +/-: Source of Acreage: 1.93 Survey

Zoning:

Tax/Deed/Community <u>information</u> Book/Page/Deed: 6767/ 116/ Partial

Map/Block/Lot: Full Tax Amount/Year:

54/ / 16 \$1/ 2022

Tax ID:

TBDWcodRdGorham04038

#### Interior Information

### **Property Features**

Site: Driveway: Parking:

Location:

Level; Wooded No Driveway

No Parking Near Town; Neighborhood Roads: Electric: Paved; Public No Electric No Gas

Gas: Sewer: Water: View:

None; Soll Test Available

None Treos/Woods

Remarks

Remarks: Are you looking for a desirable lot to build your dream home? Look no further! This wooded parcel offers plenty of privacy in a quiet neighborhood. It is also conveniently located only 10 minutes to the amenities of intown Gorham. This location is the perfect place to put down roots! Come see for yourself what this property has to offer!

### Listing/Agent/Office Information

Pending Date:

Listing Office: Keller Williams Realty 2957

Buyer Agency: 2.5%

isting provided courtesy of:



Marie Flaherty The Flaherty Group 386 Bridgion Road Westbrook, ME 04092 207-776-9160 207-221-8585 MARIE@TFRE.COM http://www.tfre.com

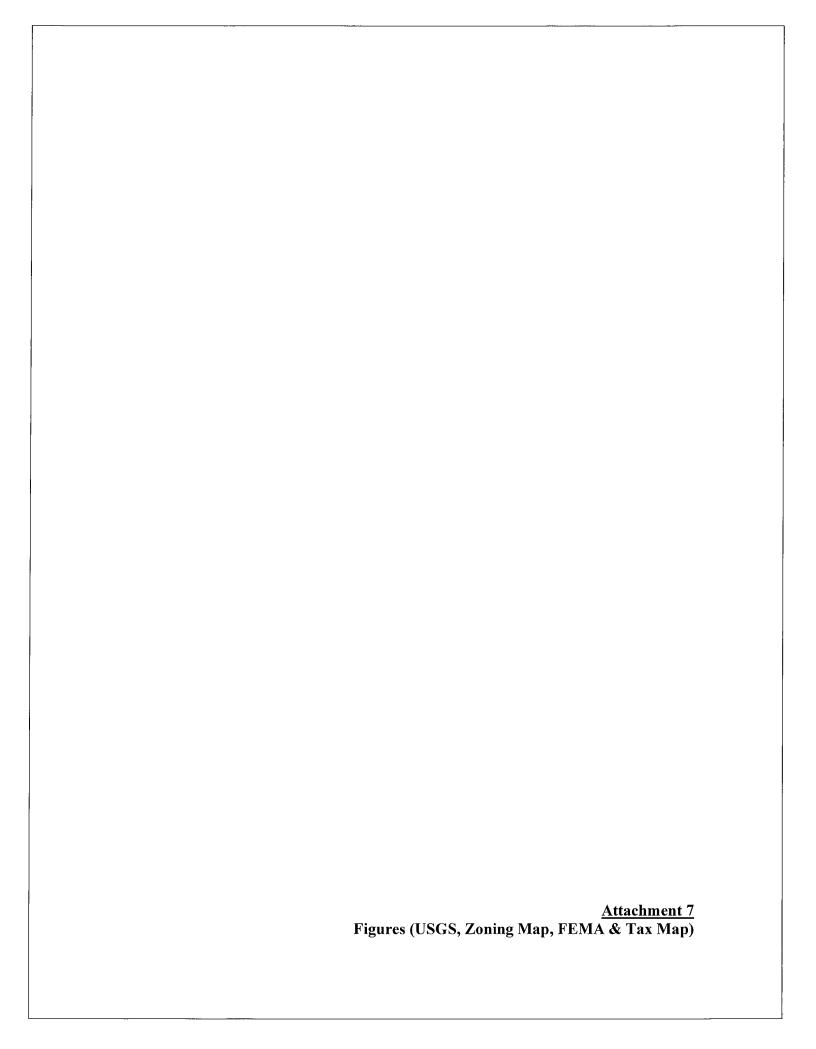
Prepared by Marie Flaherty on Friday, January 13, 2023 6:20 PM.

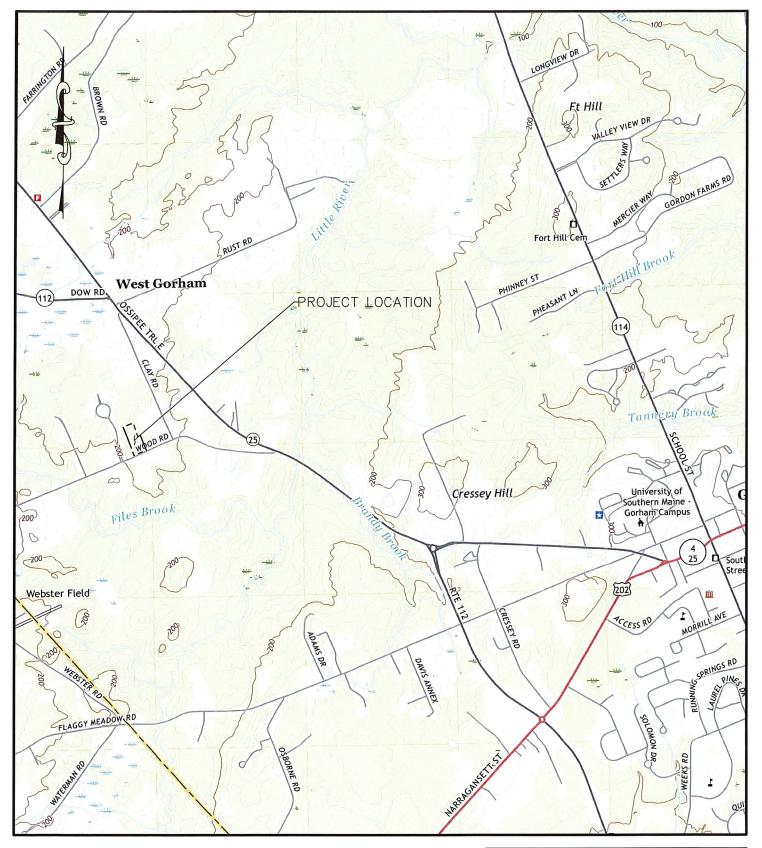
The information on MLS listings has been assembled from various sources of varying degrees of reliability. Any information that is critical to your buying decision should be independently verified. All dimensions are approximate and not guaranteed. Copyright Maine Listings © 2023 and FBS.

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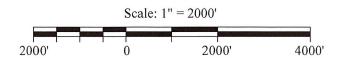
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### **REFERENCES:**

1. USGS QUADRANGLE GORHAM, ME 2021

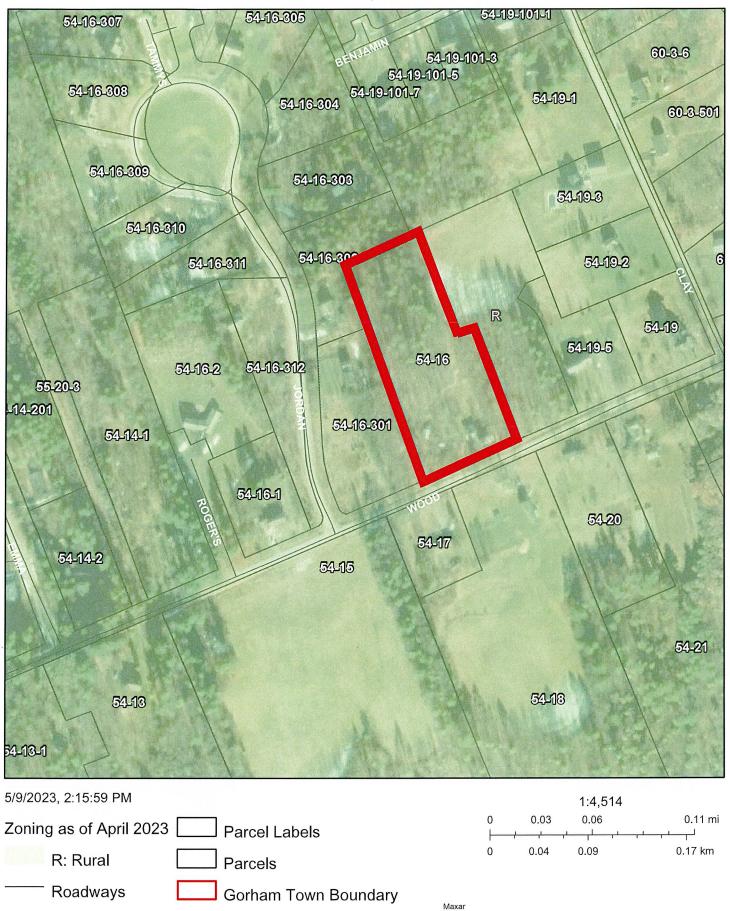


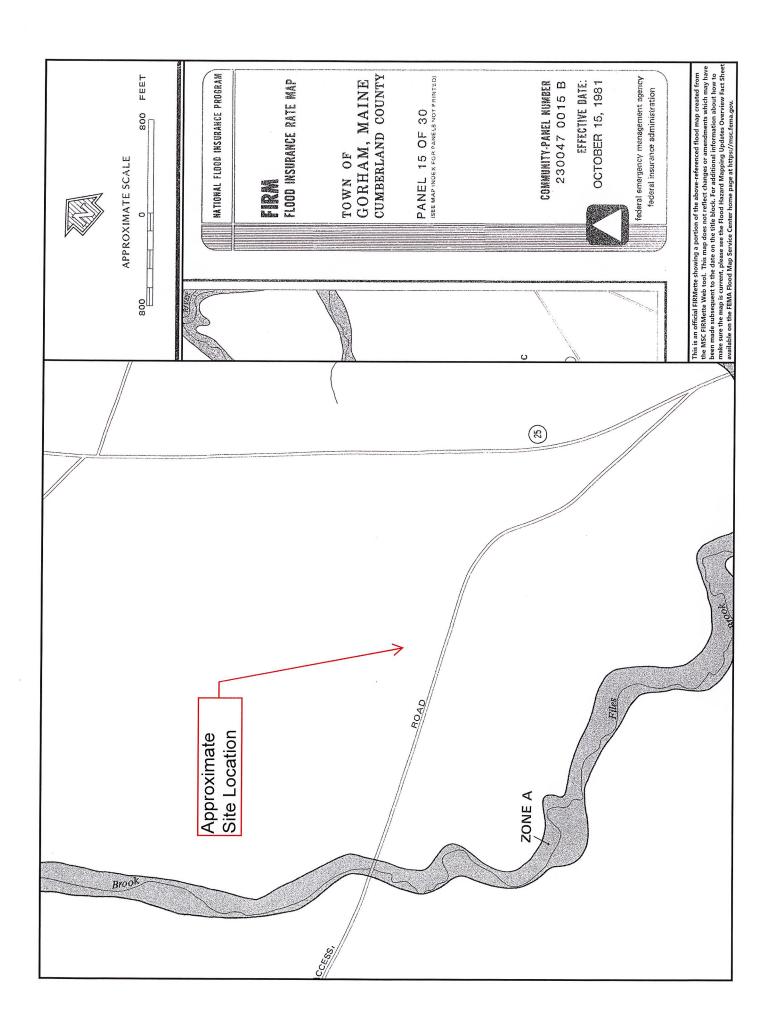


Berry, Huff, McDonald, Milligan Inc. Engineers, Surveyors

380B Main Street Gorham, Maine 04038 Tel. (207) 839-2771 Fax (207) 839-8250

### Zoning Map

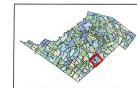


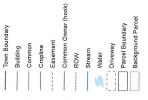


**APRIL 1, 2021** 

FOR ASSESSING PURPOSES ONLY

CAN Technologies



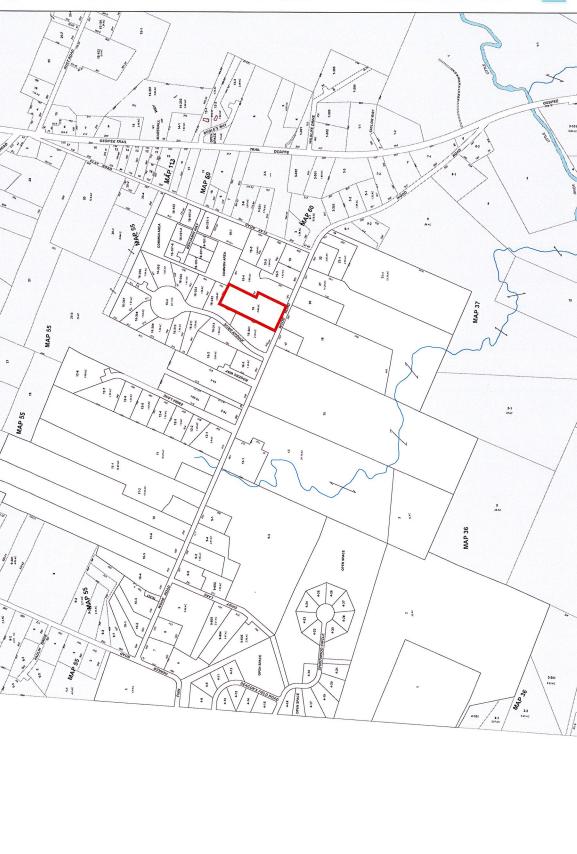


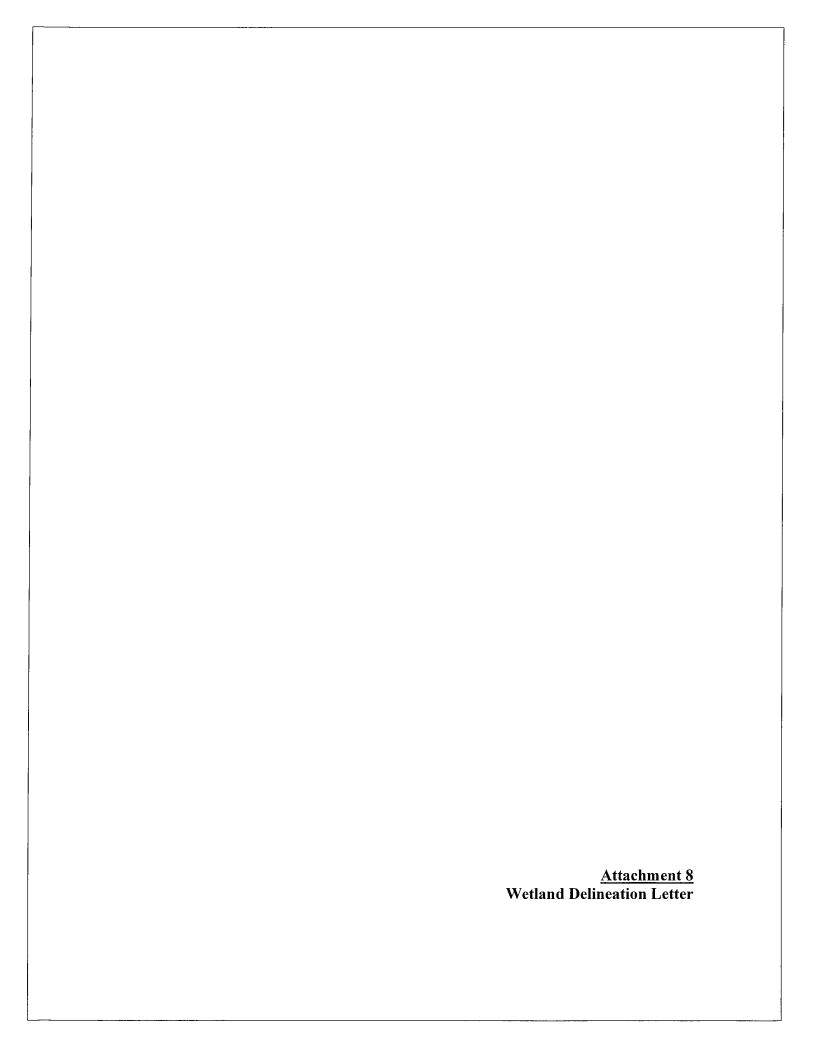


GORHAM

TOWN OF

MAINE







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



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

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