



**HALEY WARD**<sup>®</sup>  
ENGINEERING | ENVIRONMENTAL | SURVEYING

December 22, 2023

Town of Gorham Community Development  
Planning Division  
Attn: Carol Eyerman, Town Planner  
75 South Street  
Gorham, ME 04038  
ceyerman@gorham.me.us

**Re: Sketch Plan Submittal | Luxury Motor Toys Garage Condominium | 65 Olde Canal Way | Gorham, Maine**

Dear Ms. Eyerman,

On behalf of the applicant, GenX Capital Partners, LLC, Haley Ward, Inc. (Haley Ward) is pleased to submit this Sketch Plan submittal packet for the proposed development of approximately 40 garage condominium units under the brand of "Luxury Motor Toys". The project property is located at 65 Olde Canal Way in Gorham and has previously been approved for development under different applicant entities.

The property is described as Lot 6 on the 2<sup>nd</sup> Amended Subdivision Plan for the Olde Canal Business Park and is currently permitted (through a SLODA Permit and NRPA Permit) to support a maximum of 2.71 acres of new impervious area, 3.13 acres of developed area and 4,760 square feet of wetland impact. Stormwater Management is to be directed to the previously constructed Pond 3, which is located on Lot 4. The property is also subject to a Maine Department of Transportation Traffic Movement Permit. The applicant intends to comply with all existing State permit requirements and does not intend to apply for any amendments to those permits.

The proposed Luxury Motor Toys Garage Condominium project is a collection of garage units that will be offered for sale to individual owners. Owners will have access to their garage units as well as a common clubhouse. Each unit will be approximately 27 feet in width by 37 feet in length and will include a 200 s.f. mezzanine level with glass patrician,

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120 Main Street, Suite 132, Saco, ME 04072  
T: 207.283.9151 | [HALEYWARD.COM](http://HALEYWARD.COM)



an outdoor balcony, full bathroom, refrigerator and prep area for food and beverage. No bedroom area will be offered within the garage units and living in the garage units will be strictly prohibited. Additionally, it is expected that the clubhouse will have a full kitchen and will be set up for small group events, hosted by a Condominium owner. Renderings of the garage units can be reviewed at [www.luxurymotortoy.com](http://www.luxurymotortoy.com).

Access will be restricted by a security gate, and it is expected that security cameras, and the like, will support 24/7 security as part of the package.

The project will be serviced by public water, public sewer and underground power and communications, etc. It is our understanding that all utilities are currently available within Olde Canal Way.

We look forward to discussing this exciting project with you and the Planning Board very soon. Please let us know if you have any questions as you review our Sketch Plan submittal packet.

Sincerely,  
Haley Ward, Inc.

Jon Whitten, Jr., PE  
Senior Project Manager

JHW  
Enc.

**PURCHASE AND SALE AGREEMENT - LAND ONLY**  
**("days" means business days unless otherwise noted, see paragraph 20)**

November 3, 2023  
Offer Date

11/06/2023, \_\_\_\_\_ Effective Date  
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between GenX Capital Partners LLC ("Buyer") and 65 Olde Canal Way, LLC ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy  all  part of (if "part of" see para. 22 for explanation) the property situated in municipality of Gorham, County of Cumberland, State of Maine, located at 65 Olde Canal Way and described in deed(s) recorded at said County's Registry of Deeds Book(s) 39018, Page(s) 132 (all).

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of [REDACTED]. Buyer  has delivered; or  will deliver to the Agency within 7 days of the Effective Date, a deposit of earnest money in the amount [REDACTED]. Buyer agrees that an additional deposit of earnest money in the amount of \$N/A will be delivered N/A. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

*MM* 

4. ESCROW AGENT/ACCEPTANCE: The Dunham Group ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until November 6, 2023 (date) 5  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on See #22 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Quit Claim With Covenant deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) no other. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	FULL RESOLUTION		OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: <b>Seller to provide Buyer with copies of surveys</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>10</u> days	<b>Seller</b>	<b>Seller</b>
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within	_____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	<b>Buyer</b>	<b>Buyer</b>
4. LOCAL PERMITS Purpose: <b>all necessary state and local permits to construct at least 30 motor toy condominiums</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	<b>Buyer</b>	<b>Buyer</b>
5. HAZARDOUS WASTE REPORTS Purpose: <b>Seller to provide Buyer with copies of any hazardous waste reports</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>10</u> days	<b>Seller</b>	<b>Seller</b>
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within	_____ days	_____	_____
7. WATER Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	<b>Buyer</b>	<b>Buyer</b>
8. SUB-DIVISION APPROVAL Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	<b>Buyer</b>	<b>Buyer</b>
9. DEP/LUPC/ACOE APPROVALS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	<b>Buyer</b>	<b>Buyer</b>
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	_____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	_____ days	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	_____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	<b>Buyer</b>	<b>Buyer</b>
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: <b>all necessary state and local approvals and permits to construct at least 30 motor toy condominiums to</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	<b>Buyer</b>	<b>Buyer</b>

\* 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: #17 continued: Buyer's Sole Satisfaction

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. If 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.

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 N/A days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than N/A 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 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 Private Capital loan of 100.000 % of the purchase price, at an interest rate not to exceed prev. rate % and amortized over a period of 1 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 7 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$N/A toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
f. Buyer's ability to obtain financing is 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 11e shall remain in full force and effect.

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

Sylvas Hatch/Theodore Haffenreffer (016115) of The Dunham Group (1795)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker
Jeff Clark ( ) of eXp Commercial, LLC ( )
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 as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and 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:

Seller agrees to provide the following information to Purchaser fifteen (15) calendar days after the effective date of the Agreement:

- A) Any Surveys, Engineering, Architectural Drawings and Disclosures
- B) Any Inspection or Environment Reports (if applicable)
- C) All information and documentation used for approval of Industrial Building
- D) All other due diligence deemed necessary by Buyer

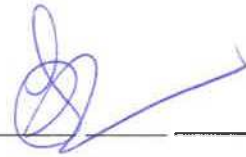
Buyer and Seller agree closing will be 30 calendar days from the date Buyer receives all necessary state and local approvals and permits to construct at least 30 motor toy condominiums.

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: Addendum 1





**ADDENDUM 1 TO AGREEMENT**

Addendum to contract dated November 3, 2023

between 65 Olde Canal Way, LLC

(hereinafter "Seller")

and GenX Capital Partners LLC

(hereinafter "Buyer")

property located at 65 Olde Canal Way, Gorham,

**Buyer shall have 60 calendar days from the execution of the Definitive Agreement (the "Due Diligence Period") to obtain all necessary town and state approvals and permits to construct at least 30 luxury motor toy condominiums as well as a clubhouse.**

**In addition, at its sole cost and expense, to conduct any and all inspections, review all documents and request additional information necessary to satisfy concerns regarding value of assets and viability of the business. If Buyer is unable to obtain all necessary town and state approvals and permits within 60 calendar days, Seller agrees to extend due diligence (paragraph 10 of the Agreement) in 30 day increments for \$5,000 "option payment" per 30 day extension.**

**The additional \$5,000 option payments will be credited towards the purchase price, but non-refundable Continued... See Addendum Addendum Terms and Conditions 1**

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Authenticate  
11/03/2023  
Buyer  
GenX Capital Partners LLC  
Date

  
Seller  
65 Olde Canal Way, LLC  
Date 11/6/23

Buyer Date

Seller Date

Buyer Date

Seller Date

Buyer Date

Seller Date



- 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 \_\_\_\_\_

11/03/2023  
 BUYER Genit Capital Partners LLC DATE BUYER DATE  
 BUYER DATE BUYER DATE

Seller hereby accepts the offer set forth above.

Seller's Mailing address is c/o Redstone PO Box 790, Burlington, VT 05402

11/6/23  
 SELLER 65 Olde Canal Way, LLC DATE SELLER DATE  
 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) \_\_\_\_\_ (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





### ADDENDUM

PROPERTY: 65 Olde Canal Way, Gorham,

**1) Addendum Terms and Conditions**

**in the event the sale doesn't take place. Option payments may be made up to 1 year, however, deposits will not be credited towards the purchase price after 180 days from the effective date of the purchase and sale agreement. The initial \$5,000 deposit shall be refundable up to the 60 calendar day mark for initial due diligence, if at the end of that period the buyer chooses not to move forward.**

*Notwithstanding anything else in this Agreement, including Section 11, all option payments made after the initial 60 day Due Diligence period shall be non-refundable for any reason.*



MM

Date: 11/03/2023

Authentic  
Agent Capital Services LLC  
Signature

Date: 11/6/23

Signature *seller*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

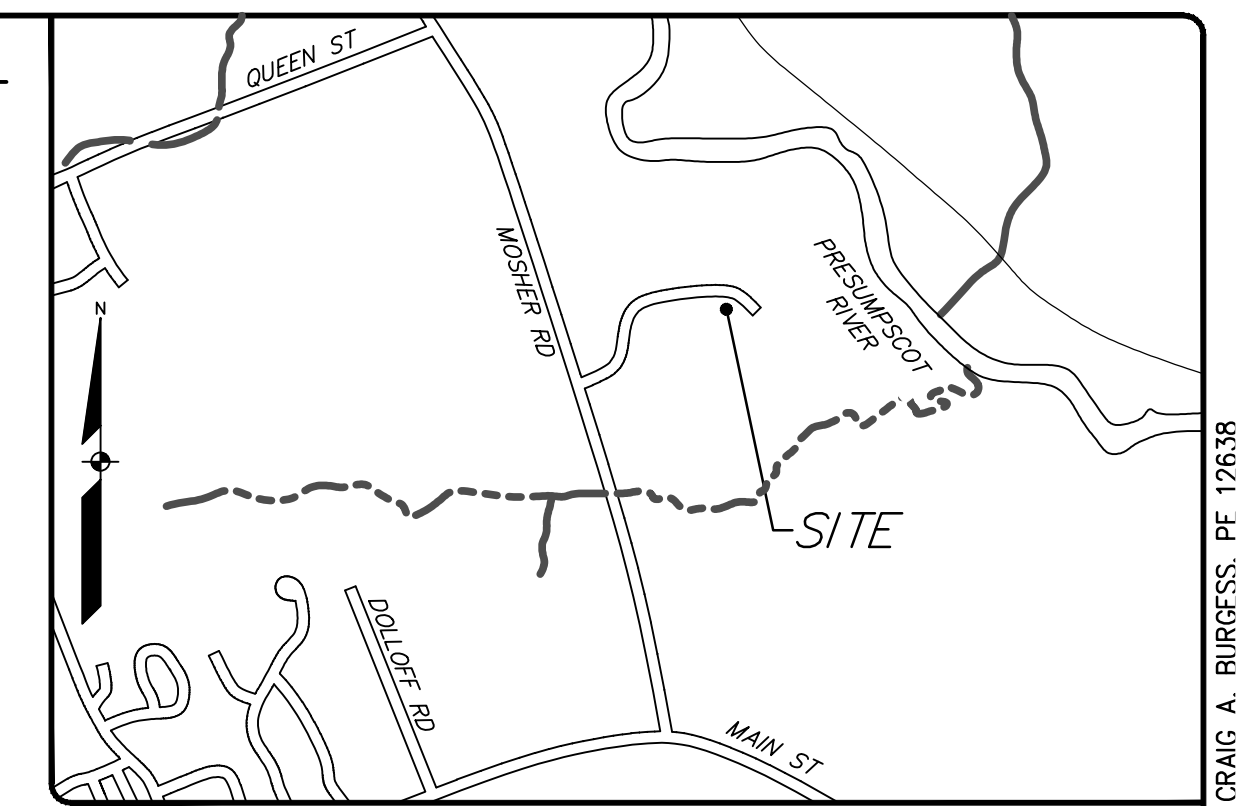
**Addendum**



**GENERAL NOTES**

1. THE RECORD OWNER OF THE PROPERTY IS GRONIN PROPERTIES, LLC AS DESCRIBED IN A DEED OF M. P. RINES TRUST DATED SEPTEMBER 8, 2006, RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 24367 PAGE 296.
2. THE PROPERTY IS LOCATED ON THE TOWN OF GORHAM TAX MAP 34 BEING DEPICTED AS BLOCK 3, LOT 3.
3. THE BEARINGS AND NORTH ORIENTATION SHOWN HEREON ARE BASED UPON GRID NORTH NAD 1983 MAINE WEST ZONE. THE CONTOURS AND ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988). HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED UTILIZING A TOPCON DUAL FREQUENCY GPS RECEIVER POST PROCESSED USING BASELINE DATA FROM THREE CONTINUOUSLY OPERATING REFERENCE STATIONS (C.O.R.S.) LOCATED IN THE NORTHERN NEW ENGLAND REGION AND HAS NOT BEEN VERIFIED AGAINST LOCAL PUBLISHED CONTROL POINTS (NGS, USGS, MDOT, ETC.).
4. PLAN REFERENCES:
  - A. MAINE STATE HIGHWAY COMMISSION RIGHT OF WAY MAP STATE AID HIGHWAY NO. 2 DATED JUNE 1950, RECORDED IN PLAN BOOK 36 PAGE 30.
  - B. SUBDIVISION PLAN OF OLDE CANAL BUSINESS PARK, DATED 04-26-06, BY SEBAGO TECHNICS, INC.
5. SUBJECT TO AND BENEFITED BY:
  - A. RIGHTS GRANTED TO MALLISON POWER COMPANY AS DESCRIBED IN A DEED OF SAMUEL J. ANDERSON DATED SEPTEMBER 21, 1900, RECORDED IN BOOK 694 PAGE 455.
6. WETLAND AREAS SHOWN HEREON WERE DELINEATED BY SEBAGO TECHNICS, INC. IN ACCORDANCE WITH THE 1987 ARMY CORPS OF ENGINEERS WETLAND DELINEATION MANUAL AND FIELD LOCATED BY SEBAGO TECHNICS USING CONVENTIONAL SURVEY EQUIPMENT. TOTAL WETLAND IMPACT 13,153 IS SQUARE FEET. NO FURTHER WETLAND ALTERATIONS SHALL BE ALLOWED WITHOUT APPROVAL FROM THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION/ARMY CORPS OF ENGINEERS.
7. BOUNDARY AND TOPOGRAPHIC INFORMATION IS BASED UPON A FIELD SURVEY PERFORMED IN ACCORDANCE WITH THE STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS STANDARDS OF PRACTICE WITH THE EXCEPTION THAT NO REPORT OF SURVEY HAS BEEN PREPARED. NO NEW LEGAL DESCRIPTION HAS BEEN PREPARED AND THAT THE PROPOSED MONUMENTATION SHOWN ON THIS PLAN HAS NOT BEEN SET AT THE ISSUANCE OF THIS PLAN.
8. AREA OF LOT 3 IS 6.53 ACRES AND IS LOCATED IN THE INDUSTRIAL (I) ZONE WITH THE FOLLOWING SPACE AND BULK REQUIREMENTS:
 

MINIMUM LOT AREA	NONE
MINIMUM STREET FRONTAGE	NONE
MINIMUM FRONT YARD	30'
MINIMUM SIDE YARD	20'
MINIMUM REAR YARD	30'
MAXIMUM HEIGHT	NONE
MAXIMUM BUILDING COVERAGE	NONE
9. THIS PROJECT IS SUBJECT TO THE RULES AND REGULATIONS OF THE STATE OF MAINE, NRPA TIER 1 WETLAND ALTERATION PERMIT NAE-2007-1291, AND MAINE DOT TRAFFIC MOVEMENT PERMIT 01-00061-A-N.
10. SITE DEVELOPMENT AND EARTHWORK CONSTRUCTION WILL CONFORM TO THE EROSION PREVENTION PROVISIONS OUTLINED IN THE "MAINE EROSION AND SEDIMENTATION CONTROL PRACTICES FIELD GUIDE FOR CONTRACTORS" AND "MAINE EROSION AND SEDIMENTATION CONTROL BEST MANAGEMENT PRACTICES" BY MDEP BUREAU OF LAND AND WATER QUALITY DATED 2014 OR LATEST REVISION.
11. MAX ALLOWABLE IMPERVIOUS AREA FOR LOT 3 IS 2.71 ACRES. MAX ALLOWABLE DEVELOPED AREA FOR LOT 3 IS 3.13 ACRES. PROPOSED LOT 3 IMPERVIOUS AREA IS 1.51 ACRES. PROPOSED LOT 3 DEVELOPED AREA IS 2.41 ACRES.



LOCATION MAP

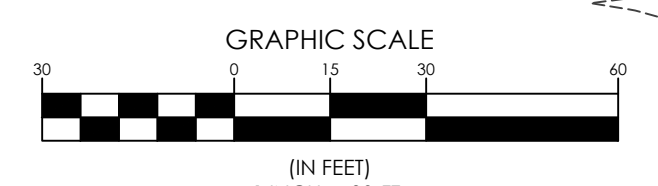
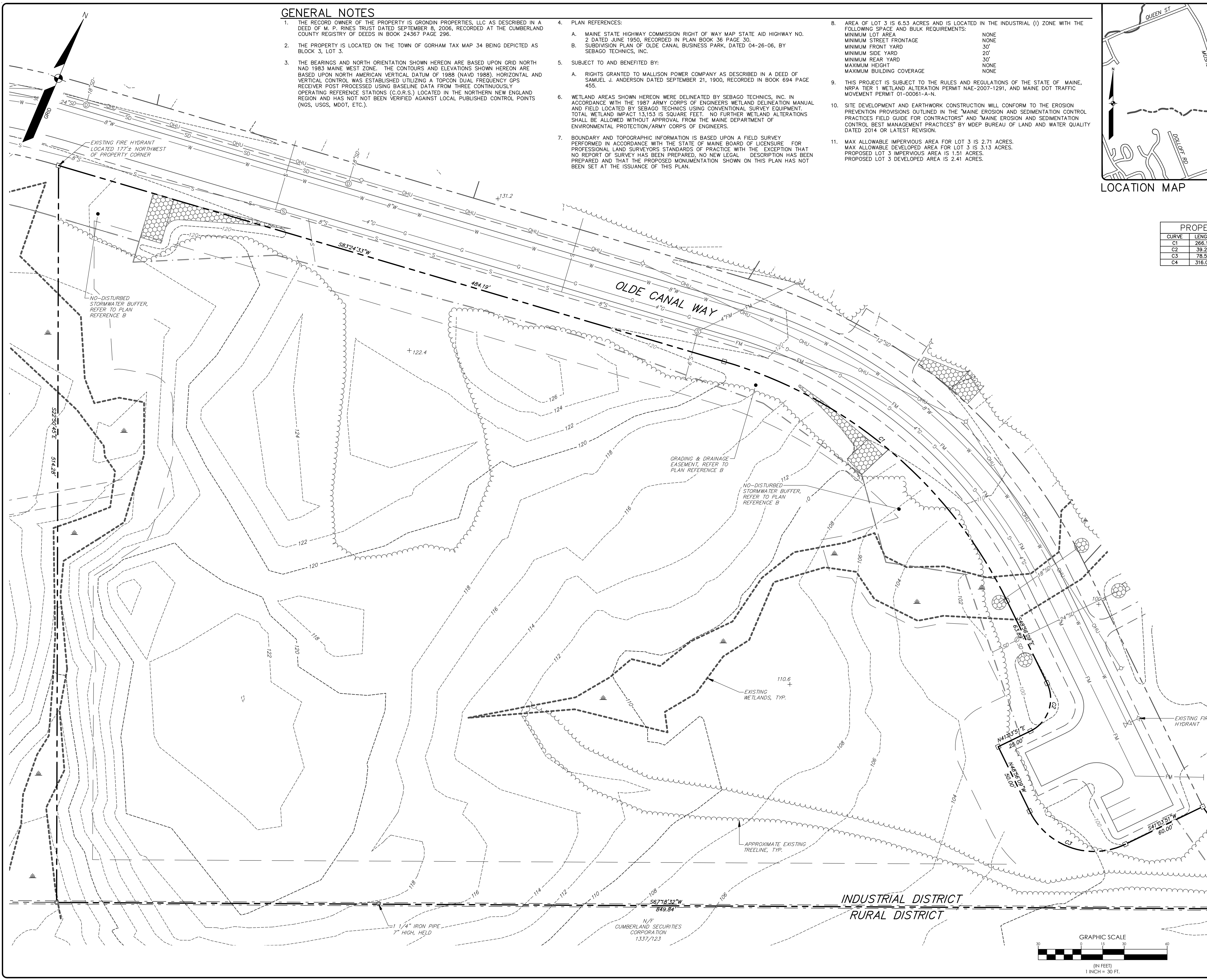
NTS

PROPERTY LINE CURVE DATA

CURVE	LENGTH	RADIUS	CRD. BEARING	CRD. DIST.
C1	266.16'	320.00'	N72°45'48"W	258.55'
C2	39.27'	25.00'	N03°56'09"W	35.36'
C3	78.54'	50.00'	N86°03'51"E	78.71'
C4	316.06'	380.00'	N72°45'48"W	307.03'

**LEGEND**

- EXISTING**
- PROPERTY LINE/R.O.W.
  - ABUTTER LINE/R.O.W.
  - SETBACK
  - EASEMENT
  - BUFFER
  - MONUMENT
  - IRON PIPE/ROD
  - C1/L1 CURVE/LINE NO.
  - ZONE LINE
  - ZONE LINE ON PL
  - BUILDING
  - DECK/STEPS/OVERHANG
  - EDGE WETLAND
  - WETLANDS
  - EDGE PAVEMENT
  - EDGE CONCRETE
  - PAVEMENT PAINT
  - EDGE GRAVEL
  - CURB LINE
  - CONTOURS
  - X120.00 SPOT GRADE
  - CHAIN LINK FENCE
  - BARB WIRE FENCE
  - SIGN
  - GAS
  - WATER
  - WATER GATE VALVE
  - WATER SHUT OFF
  - HYDRANT
  - SANITARY SEWER
  - FORCE MAIN
  - SANITARY MANHOLE
  - STORM DRAIN
  - DRAINAGE MANHOLE
  - CATCH BASIN
  - OHU OVERHEAD UTILITY
  - UGU UNDERGROUND UTILITY
  - UTILITY POLE
  - RIPRAP



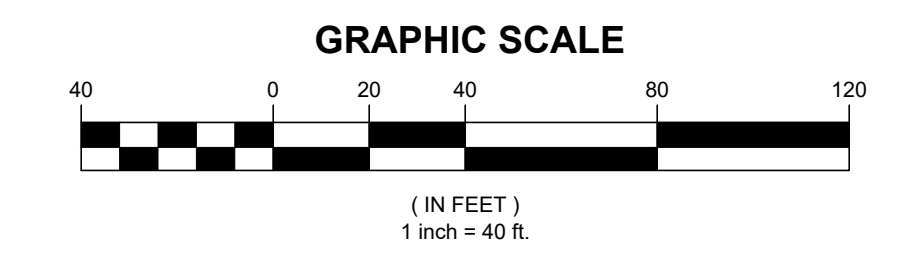
TAX MAP 34, LOT 3.003

CRAIG A. BURRESS, P.E. 17638

**LEGEND:**

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE	---	---
BENCHMARK	⊕	⊕
SURVEY STATION	⊕	⊕
MANHOLE	⊕	⊕
UTILITY POLE	⊕	⊕
WELL	⊕	⊕
WATER VALVE	⊕	⊕
SIGN	⊕	⊕
CATCH BASIN	⊕	⊕
HYDRANT	⊕	⊕
EDGE OF GRAVEL	---	---
EDGE OF PAVEMENT	---	---
MAJOR FOOT CONTOUR	--- 100 ---	--- 100 ---
MINOR FOOT CONTOUR	--- 98 ---	--- 98 ---
WATERLINE	---	---
STORM DRAIN	---	---
SANITARY SEWER	---	---
OVERHEAD UTILITIES	---	---
UNDERGROUND UTILITIES	---	---
CHAIN LINK FENCE	---	---
SILT FENCE	---	---
TREE LINE	---	---
GRAVEL SURFACE	---	---
PAVED SURFACE	---	---

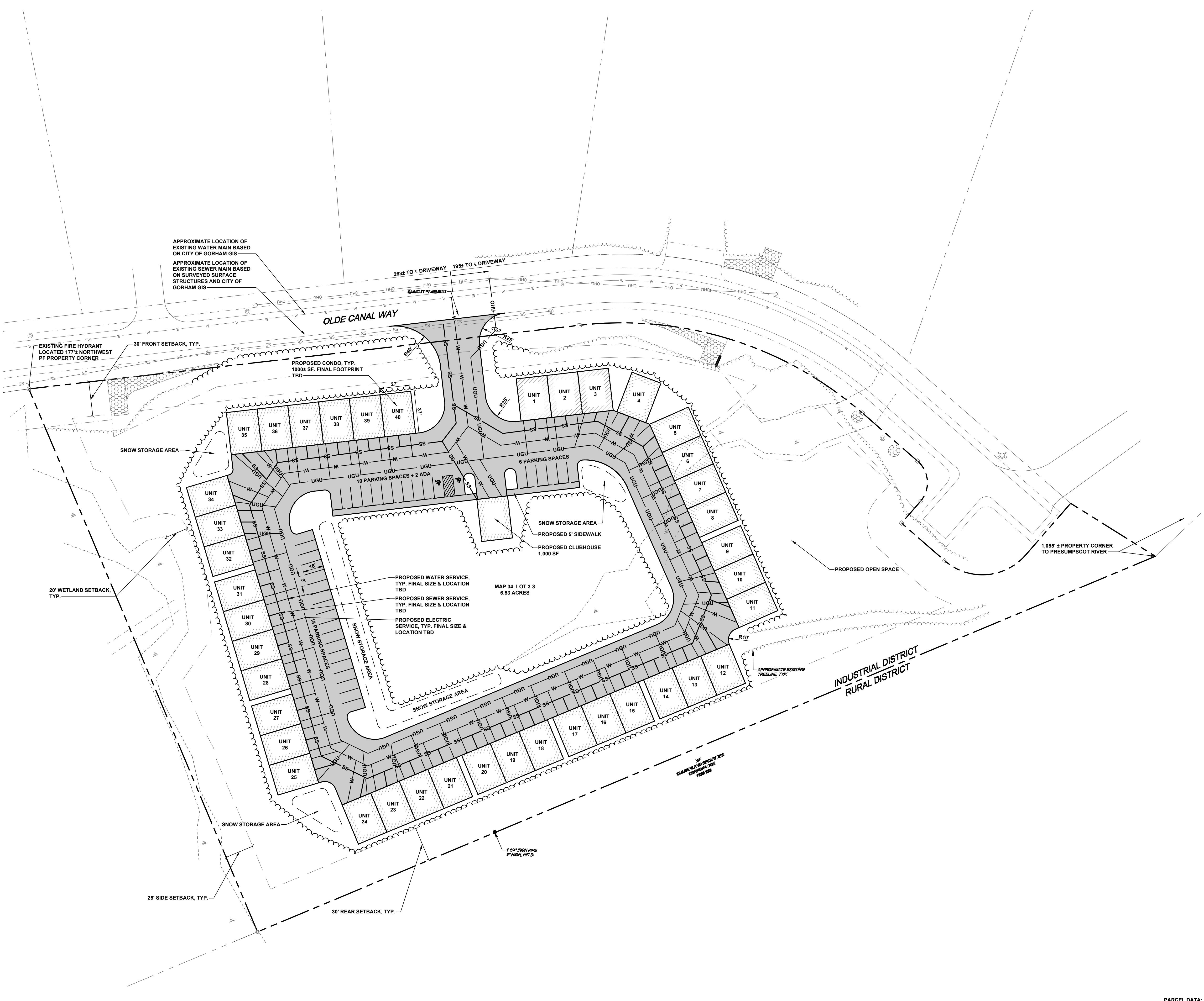
- GENERAL NOTES:**
1. APPLICANT: GENX CAPITAL PARTNERS, LLC, WHOSE ADDRESS IS 2 COTTON STREET, PORTLAND, ME 04101.
  2. OWNER: 65 OLDE CANAL WAY, LLC., WHOSE ADDRESS IS 388 PINE STREET, BURLINGTON, VT 05401
  3. THE PURPOSE OF THIS PLAN IS TO ILLUSTRATE THE INITIAL LAYOUT OF A PROPOSED 40-UNIT GARAGE CONDOMINIUM PROJECT WITH CLUBHOUSE, UTILITIES, PARKING AND MANEUVERING AREAS.
  4. THE PARCEL IS DESCRIBED AS LOT 3-3 ON TOWN OF GORHAM ASSESSOR'S MAP 34 AND IS APPROXIMATELY 6.53 ACRES IN SIZE.
  5. THE PARCEL IS ALSO DESCRIBED AS LOT 6 ON THE 2ND AMENDED SUBDIVISION PLAN OF OLDE CANAL BUSINESS PARK RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS. AS INDICATED ON THE RECORDED PLANS, THIS PARCEL IS SUBJECT TO A SITE LOCATION OF DEVELOPMENT ACT PERMIT AND OTHER PERMITS GRANTED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION (MDEP) AND A TRAFFIC MOVEMENT PERMIT GRANTED BY THE MAINE DEPARTMENT OF TRANSPORTATION (MDOT).
  6. STORMWATER RUNOFF WILL BE DIRECTED TO A PREVIOUSLY CONSTRUCTED STORMWATER MANAGEMENT POND TO MAINTAIN COMPLIANCE WITH MDEP PERMITTING.
  7. SURVEY INFORMATION, INCLUDING BOUNDARY LINES AND EXISTING CONDITIONS SHOWN ON THIS PLAN, ARE BASED ON PLANS PREVIOUSLY APPROVED AND RECORDED.
  8. PROJECT ENGINEER: JON H. WHITTEN, JR., PE #10414 (MAINE) OF HALEY WARD, INC., WHOSE ADDRESS IS 120 MAIN STREET, SUITE 132, SACCO, ME 04072.



REV	DATE	DESCRIPTION	BY	CHK
DRAWING ISSUE STATUS				
<b>NOT FOR CONSTRUCTION</b>				
		<b>HALEY WARD</b> ENGINEERING   ENVIRONMENTAL   SURVEYING		
WWW.HALEYWARD.COM		One Merchants Plaza, Suite 701 Bangor, Maine 04401 207.989.4824		
PROJECT				
<b>GENX CAPITAL PARTNERS, LLC</b> 2 COTTON STREET, PORTLAND, MAINE <b>LUXURY MOTOR TOYS</b> 65 OLDE CANAL WAY, GORHAM, MAINE				
TITLE				
<b>CONCEPTUAL SITE LAYOUT</b>				
DATE		SCALE		
2023.12.21		1"=40'		
DRAWN BY	DESIGNED BY	CHECKED BY		
PJM	PJM	JHW		
PROJECT No.		13773.003		
DRAWING No.		<b>C101</b>		

Preliminary  
 12/22/2023 10:22:27 AM

PARCEL DATA:  
MAP 34, LOT 3-3



FILE LOCATION: P:\MET1773\SHINBERG\_CONSULTING\2023\12\21\13773\CONCEPT DWG\_2023.12.21\_2.35 PM