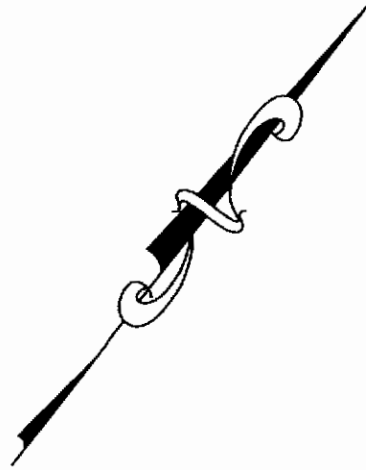
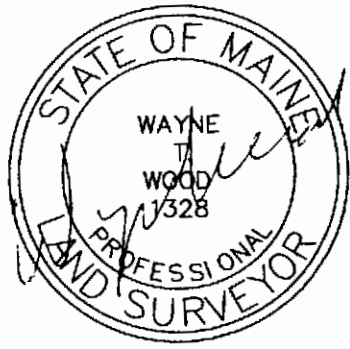


**TOWN OF DURHAM
PLANNING BOARD MEETING
September 1, 2021
AGENDA**

The Durham Planning Board will meet at 6:30 p.m. on Wednesday, September 1, 2021, at the Durham Town Offices, 630 Hollowell Rd. - if there is a large turnout, the meeting will be located at the Eureka Community Center to facilitate social distancing.

1. Call to Order
2. Roll Call
3. Continuing Business:
 - Bowie Hill Subdivision
 - Bowie Hill Development LLC
 - Completeness Review
 - If the application is deemed complete, a public hearing will follow*
4. New Business:
 - Ruby Farm Estates
 - Michael Copp
 - 242 Swamp Rd.
 - Revision to Lot 1
5. Board Deliberation
6. Other Business
7. Adjourn



N/F
Ryan & Kathleen Foley
(7643/168)

N/F
Leland Smith
(9540/134)

Iron Pin Found

Lot 2

Lot 13

Land Retained By
Michael S. Copp

Building
Setback
(typ)

Iron Pin
Found

Wetland
Impact
798 sq.ft.

Wetland
Impact
95 sq.ft.

N 51°53'11" E 420.00'

119.76'

Iron Pin Found

Existing
Culvert

Existing
House

Wetland
Impact
3700 sq.ft.

Wetland
Impact
1084 sq.ft.

300.24'

Iron Pin Found

Toe Of
Slope

Lot 1

Revised Wetland Impacts
Ruby Farmview Subdivision
On
Swamp Road
Durham, Maine
For
Michael S. Copp

Wetland Impact
911 sq.ft.

S 43°40'01" E 302.86'

Existing
Culvert

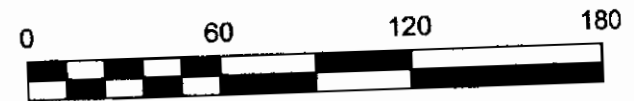
Wetland
Impact
559 sq.ft.

N 52°31'12" E 352.18'

52.05'

Existing
Culvert

Ruby
Lane



Job No. 221085

July 2021

SCALE: 1" = 60'

Swamp

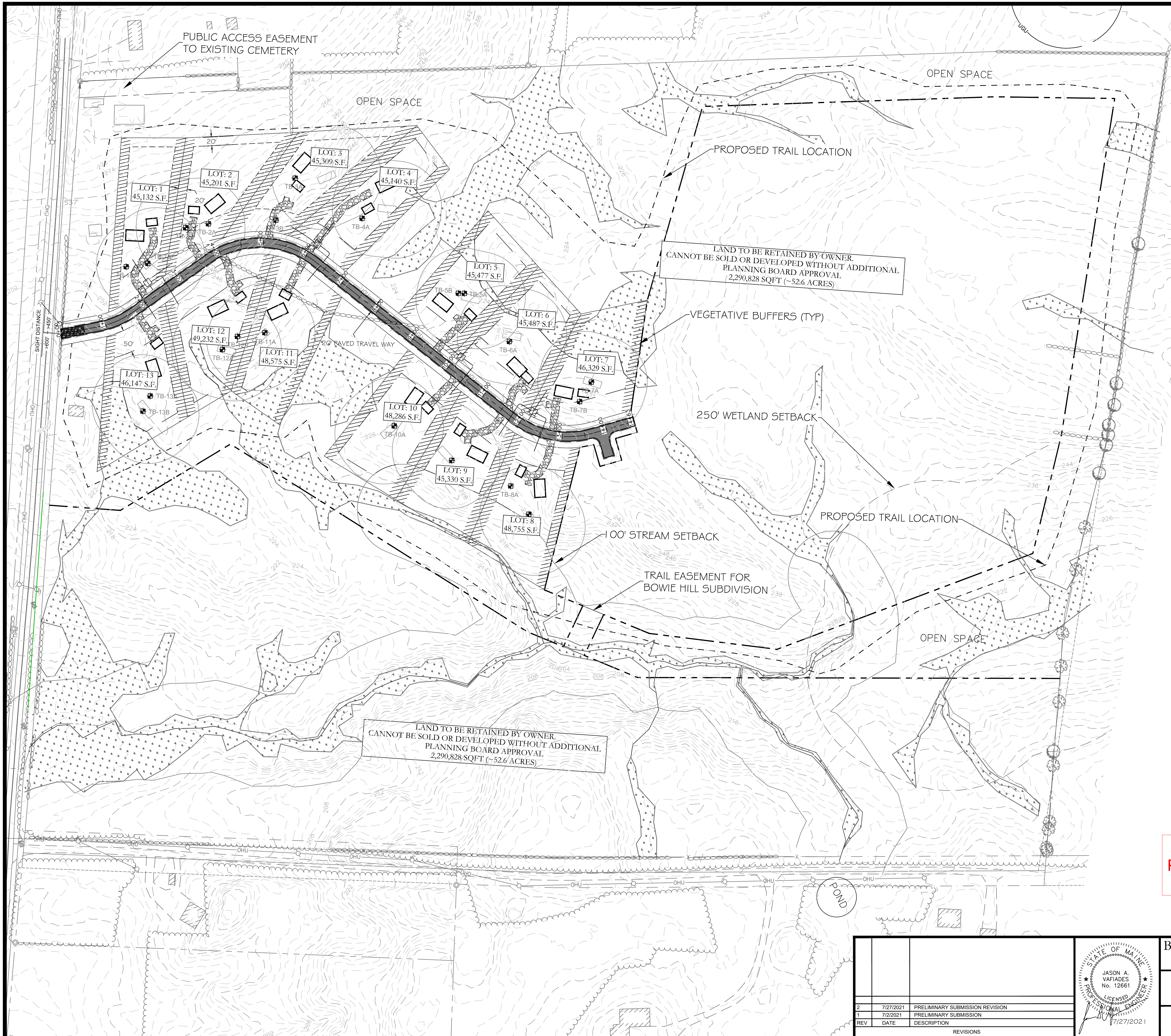
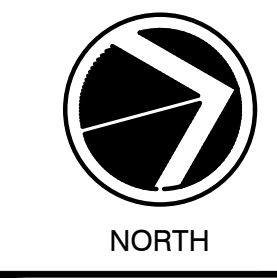
Road

S 43°29'11" E 272.03'

L=561.76'
R=375.01'

L=589.13'

N 84°02'01" E 431.01'



NET DEVELOPMENT DENSITY CALCULATION:

TOTAL PARCEL AREA	4,115,127 S.F.
AREAS UNSUITABLE IN NATURAL STATE:	1,829,293 S.F.
-- WETLANDS/WATERCOURSES & FLOODPLAIN	270,627 S.F.
-- STEEP SLOPES OVER 30%	0 S.F.
AREAS REMOVED FOR:	
-- ACCESS ROAD/R.O.W.*	274,400 S.F.
-- EASEMENTS*	0 S.F.
REMAINING LAND	1,284,272 S.F.
MINIMUM DWELLING UNIT AREA IN RURAL, RESIDENTIAL, AND AGRICULTURAL ZONE = 90,000 S.F.	
NET DEVELOPMENT DENSITY CALCULATION: 1,284,272 / 90,000 = 14 UNITS	
PROPOSED LOTS = 13 UNITS	

ZONING SUMMARY:

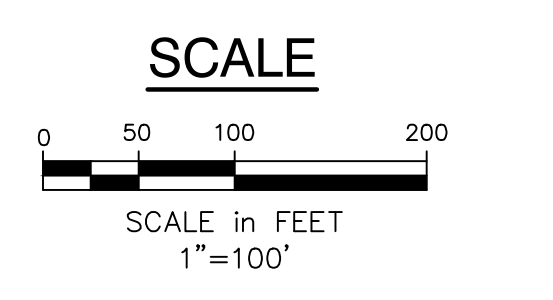
CURRENT USE: UNDEVELOPED
PROPOSED USE: 13 LOT-CLUSTERED SUBDIVISION
ZONE - RURAL, RESIDENTIAL, AND AGRICULTURAL

APPLICABLE SPACE AND BULK REGULATIONS	MINIMUM	PROVIDED
LOT AREA	45,000 S.F.	> 45,000 S.F.
STREET FRONTAGE	150'	> 150'
CUL-DE-SAC FRONTAGE	N/A	N/A
LOT WIDTH	N/A	N/A
PRINCIPAL STRUCTURE:		
FRONT SETBACK	50 FT.	50 FT.
SIDE SETBACK	20 FT.	20 FT.
REAR SETBACK	20 FT.	20 FT.
OPEN SPACE	914,647 S.F. (50%)	976,179 S.F. (53%)
OPEN SPACE NOT WETLANDS	457,324 S.F. (50%)	775,573 S.F. (79%)

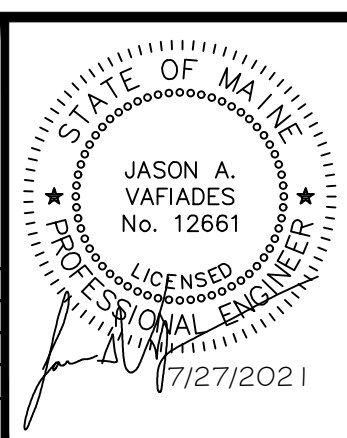
GENERAL NOTES:

1. WETLAND DELINEATION WAS PERFORMED BY STEPHEN MARCOTTE.
2. PARCEL LINES AND CONTOURS ARE FROM GIS.
3. EACH LOT WILL BE LIMITED TO 20,000 SQUARE FEET OF DEVELOPED AREA (LAWN INCLUDED).
4. THE SIDE SETBACKS WILL REMAIN VEGETATED. IF THE SIDE SETBACKS ARE CLEARED DURING THE GRADING OF THE LOTS OR ROAD THE SAME NUMBER OF TREES THAT WERE REMOVED WILL BE REPLANTED.
5. TRAIL CONSTRUCTION WILL BE LIMITED TO THE REMOVAL OF TREES SMALLER THAN 3-INCHES IN DIAMETER. ANY STREAM CROSSING WILL SPAN THE WIDTH OF THE STREAM BED BY A MINIMUM OF 5' ON EITHER SIDE OF THE STREAM.
6. NO DUG WELLS ARE PERMITTED ON ANY PART OF THE PROPERTY.
7. THERE IS A 100' SETBACK FROM ALL STREAMS ON THE PROPERTY.
8. ALL RESIDENTIAL STRUCTURES SHALL HAVE SPRINKLERS IN ACCORDANCE WITH THE MOST RECENT STATE FIRE CODES.
9. ANY STONE WALLS MOVED DURING THE CONSTRUCTION OF THE ROAD OR RESIDENTIAL LOTS WILL NEED TO BE RELOCATED ON SITE.

SUBMITTED FOR PRELIMINARY PLAN REVIEW



REV	DATE	DESCRIPTION
2	7/27/2021	PRELIMINARY SUBMISSION REVISION
1	7/2/2021	PRELIMINARY SUBMISSION



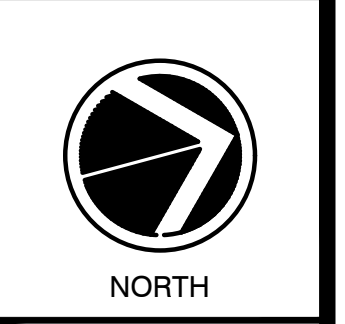
**BOWIE HILL SUBDIVISION
DURHAM, MAINE**

**OVERALL SITE
LAYOUT PLAN**

JONATHAN LOBOZZO
PO BOX 214
BATH, MAINE 04530

Atlantic Resource Consultants
541 US Route One
Freeport, ME 04032
Tel: 207.869.9050

DRAWN: MPV DATE: JULY 2, 2021
DESIGNED: MV/CB SCALE: 1" = 100'
CHECKED: CEB JOB NO. 21-018
FILE NAME:
SHEET: C-101



GENERAL NOTES:

1. WETLAND DELINEATION PERFORMED BY STEPHEN MARCOTTE.
2. BOUNDARY SURVEY PROVIDED BY NORTHERN SURVEY ENGINEERING.
3. TOPOGRAPHIC INFORMATION TAKEN FROM GIS.
4. SITE IS COMPLETELY WOODED.

SUBJECT PARCEL
 MAP: 10 LOT: 28
 4,115,217 SQFT
 ~94.5 ACRES

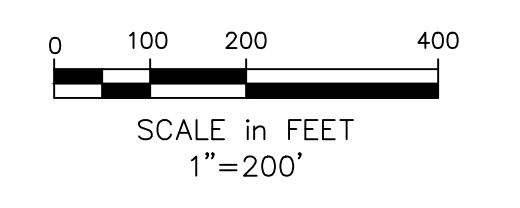
STREAM (TYP)

STREAM (TYP)

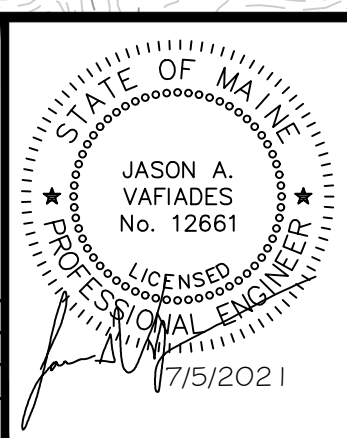
STREAM (TYP)

**SUBMITTED FOR
 PRELIMINARY PLAN
 REVIEW**

SCALE



REV	DATE	DESCRIPTION
1	7/2/2021	PRELIMINARY SUBMISSION

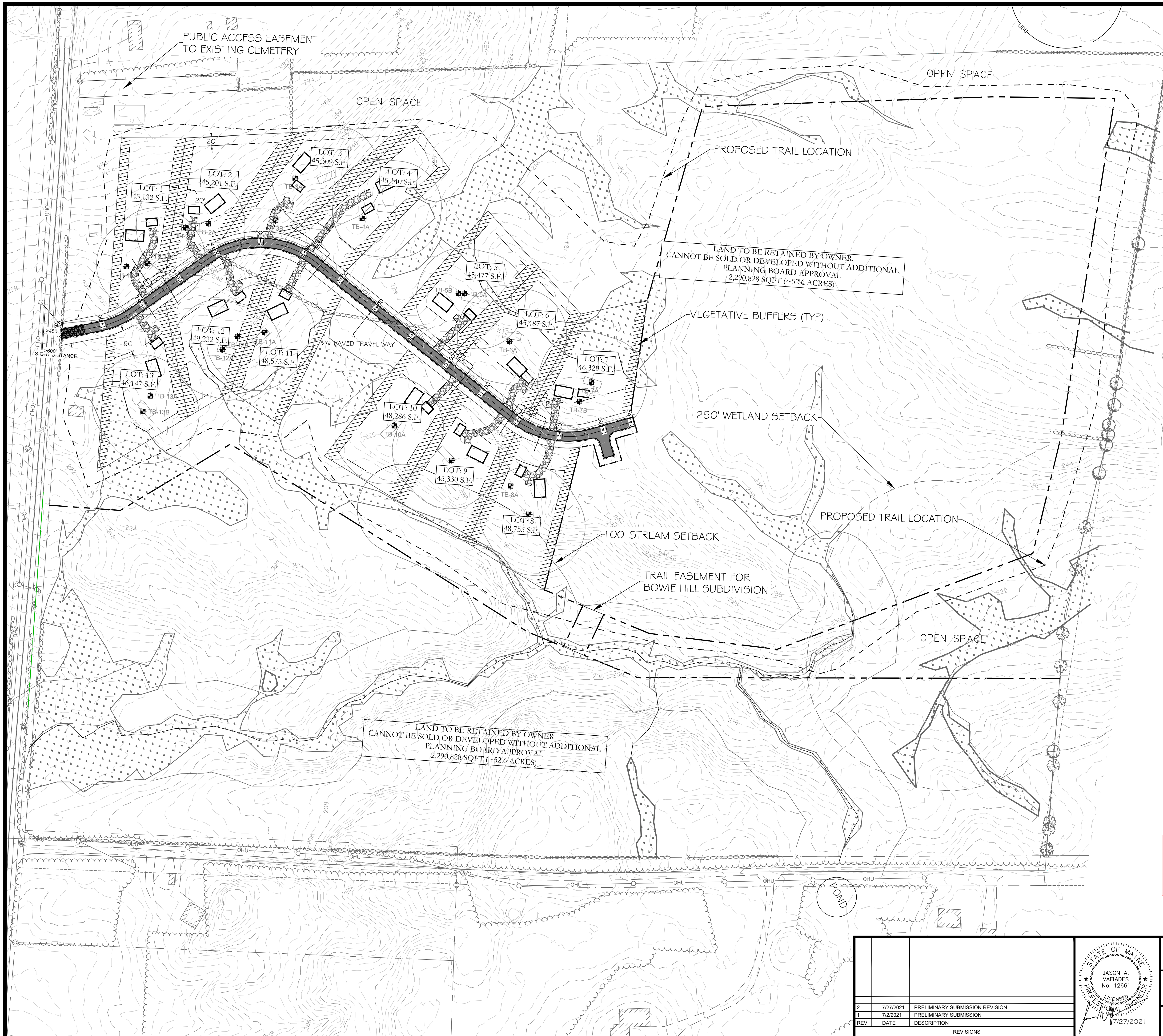
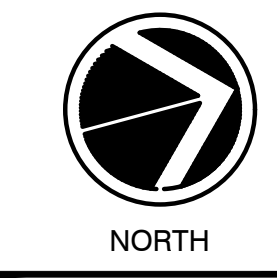


**BOWIE HILL SUBDIVISION
 DURHAM, MAINE
 EXISTING CONDITIONS
 PLAN**

JONATHAN LOBOZZO
 PO BOX 214
 BATH, MAINE 04530

Atlantic Resource Consultants
 541 US Route One
 Freeport, ME 04032
 Tel: 207.869.9050

DRAWN: MPV	DATE: JULY 2, 2021
DESIGNED: MV/CB	SCALE: 1" = 200'
CHECKED: CEB	JOB NO. 21-018
FILE NAME:	
SHEET: C-100	



NET DEVELOPMENT DENSITY CALCULATION:

TOTAL PARCEL AREA	4,115,127 S.F.
AREAS UNSUITABLE IN NATURAL STATE:	1,829,293 S.F.
-- WETLANDS/WATERCOURSES & FLOODPLAIN	270,627 S.F.
-- STEEP SLOPES OVER 30%	0 S.F.
AREAS REMOVED FOR:	
-- ACCESS ROAD/R.O.W.*	274,400 S.F.
-- EASEMENTS*	0 S.F.
REMAINING LAND	1,284,272 S.F.
MINIMUM DWELLING UNIT AREA IN RURAL, RESIDENTIAL, AND AGRICULTURAL ZONE = 90,000 S.F.	
NET DEVELOPMENT DENSITY CALCULATION: 1,284,272 / 90,000 = 14 UNITS	
PROPOSED LOTS = 13 UNITS	

ZONING SUMMARY:

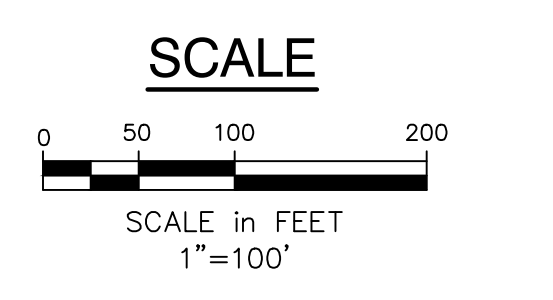
CURRENT USE: UNDEVELOPED
PROPOSED USE: 13 LOT-CLUSTERED SUBDIVISION
ZONE - RURAL, RESIDENTIAL, AND AGRICULTURAL

APPLICABLE SPACE AND BULK REGULATIONS	MINIMUM	PROVIDED
LOT AREA	45,000 S.F.	> 45,000 S.F.
STREET FRONTAGE	150'	> 150'
CUL-DE-SAC FRONTAGE	N/A	N/A
LOT WIDTH	N/A	N/A
PRINCIPAL STRUCTURE:		
FRONT SETBACK	50 FT.	50 FT.
SIDE SETBACK	20 FT.	20 FT.
REAR SETBACK	20 FT.	20 FT.
OPEN SPACE	914,647 S.F. (50%)	976,179 S.F. (53%)
OPEN SPACE NOT WETLANDS	457,324 S.F. (50%)	775,573 S.F. (79%)

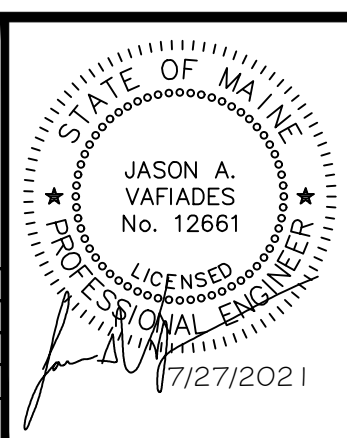
GENERAL NOTES:

1. WETLAND DELINEATION WAS PERFORMED BY STEPHEN MARCOTTE.
2. PARCEL LINES AND CONTOURS ARE FROM GIS.
3. EACH LOT WILL BE LIMITED TO 20,000 SQUARE FEET OF DEVELOPED AREA (LAWN INCLUDED).
4. THE SIDE SETBACKS WILL REMAIN VEGETATED. IF THE SIDE SETBACKS ARE CLEARED DURING THE GRADING OF THE LOTS OR ROAD THE SAME NUMBER OF TREES THAT WERE REMOVED WILL BE REPLANTED.
5. TRAIL CONSTRUCTION WILL BE LIMITED TO THE REMOVAL OF TREES SMALLER THAN 3-INCHES IN DIAMETER. ANY STREAM CROSSING WILL SPAN THE WIDTH OF THE STREAM BED BY A MINIMUM OF 5' ON EITHER SIDE OF THE STREAM.
6. NO DUG WELLS ARE PERMITTED ON ANY PART OF THE PROPERTY.
7. THERE IS A 100' SETBACK FROM ALL STREAMS ON THE PROPERTY.
8. ALL RESIDENTIAL STRUCTURES SHALL HAVE SPRINKLERS IN ACCORDANCE WITH THE MOST RECENT STATE FIRE CODES.
9. ANY STONE WALLS MOVED DURING THE CONSTRUCTION OF THE ROAD OR RESIDENTIAL LOTS WILL NEED TO BE RELOCATED ON SITE.

SUBMITTED FOR PRELIMINARY PLAN REVIEW



REV	DATE	DESCRIPTION
2	7/27/2021	PRELIMINARY SUBMISSION REVISION
1	7/2/2021	PRELIMINARY SUBMISSION



BOWIE HILL SUBDIVISION
DURHAM, MAINE
OVERALL SITE
LAYOUT PLAN
JONATHAN LOBOZZO
PO BOX 214
BATH, MAINE 04530

Atlantic Resource Consultants
541 US Route One
Freeport, ME 04032
Tel: 207.869.9050

DRAWN: MPV	DATE: JULY 2, 2021
DESIGNED: MV/CB	SCALE: 1" = 100'
CHECKED: CEB	JOB NO. 21-018
FILE NAME:	
SHEET: C-101	

BOWIE HILL SUBDIVISION

TOWN OF DURHAM, MAINE MAJOR SUBDIVISION APPLICATION

**PREPARED FOR:
BOWIE HILL DEVELOPMENT LLC**

**PREPARED BY:
ATLANTIC RESOURCE CONSULTANTS
541 US ROUTE ONE, SUITE 21
FREEPORT, MAINE 04032
207.869.9050**

July 2021



TABLE OF CONTENTS

Narrative

Attachment A – Letter of Authorization

Attachment B – MDIFW Correspondence

Attachment C – MHPC Correspondence

Attachment D – Declaration of Covenants, Conditions and Restrictions

Attachment E – Plan Set

Narrative

The following information has been provided to supplement a Preliminary Plan application for Bowie Hill Subdivision. The information has been provided in accordance with what was discussed during the Completeness Review meeting on July 21, 2021. The following are the items that were mentioned during the meeting and a brief description of what we are proposing.

Legal right – A letter of Authorization from Jonathan and Jen Lobozzo has been included at Attachment A.

Deed restrictions – Each lot will be limited to 20,000 square feet of developed area (including lawns). The side setbacks for each lot will also be monumented as vegetative buffers. See Attachment D for updated HOA documents.

Sprinkler Requirements on Plan and in HOA – The following note was added to the plan and HOA documents.

“Each building shall be sprinkled in accordance with the most recent state fire codes.”

Add stone wall location – The location of the stone wall has been added to the plans.

Add 250' setback from Waterfowl – The waterfowl territory is located beyond the rear of the property. Therefore, the setbacks do not impact our project. The map provided by the MFIW has been included as Attachment B.

More details from the MHPC – The correspondence with MHPC has been included as Attachment C. No response has been received regarding addressing the schoolhouse specifically. However, the letters that were sent to the MHPC originally have been included.

Trail details – A note has been included that will limit trail construction to the removal of trees smaller than 3" in diameter and any stream crossings will need to span the width of the stream by a minimum of 5' on either side.

Note prohibiting dug wells – The requested note has been added.

Add buffers to entire parcel – The stream setbacks have been added to the entire parcel.

Traffic generation count –

Number of Residential Lots – 13

Daily Trips – 13 Lots x 10 trips/lot = 130 Trips a day

Peak Hour Trips – 1 trip per single family detached = 13 Peak Hour Trips

This information is in accordance with the Maine DOT and ITE 8th Addition.

ATTACHMENT A

To whom it may concern,

This letter authorizes Bowie Hill Development, LLC to apply for subdivision approval on the piece of property located on Bowie Hill Road in Durham, Maine and owned by Jonathan and Jennifer Lobozzo. Please call 207-333-2551 if there are any questions.

Owner's signature: Jonathan Lobozzo 7/26/2021
Jonathan Lobozzo

Owner's signature: Jennifer Lobozzo 7/26/2021
Jennifer Lobozzo

ATTACHMENT B



JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
284 STATE STREET
41 STATE HOUSE STATION
AUGUSTA ME 04333-0041



JUDITH CAMUSO
COMMISSIONER

June 15, 2021

Charles Burnham
Atlantic Resource Consultants
541 US Route 1, Suite 21
Freeport, ME 04032

RE: Information Request – Bowie Hill Subdivision Project, Durham

Dear Charles:

Per your request received on May 07, 2021, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns within the vicinity of the *Bowie Hill Subdivision* project in Durham. Note that our comments should be considered preliminary.

Our Department has not mapped any Essential Habitats that would be directly affected by your project.

Endangered, Threatened, and Special Concern Species

Bat Species – Of the eight species of bats that occur in Maine, the three *Myotis* species are protected under Maine’s Endangered Species Act (MESA) and are afforded special protection under 12 M.R.S. §12801 - §12810. The three *Myotis* species include little brown bat (State Endangered), northern long-eared bat (State Endangered), and eastern small-footed bat (State Threatened). The five remaining bat species are listed as Special Concern: big brown bat, red bat, hoary bat, silver-haired bat, and tri-colored bat. While a comprehensive statewide inventory for bats has not been completed, based on historical evidence it is likely that several of these species occur within the project area during migration and/or the breeding season. However, our Agency does not anticipate significant impacts to any of the bat species as a result of this project.

Blanding’s Turtle - Multiple occurrences of Blanding’s turtles, a State Endangered species, have been documented in the immediate vicinity of the proposed project area. However, based on aerial imagery and localized knowledge of this area, we do not anticipate impacts to this species as a result of this project.

Significant Wildlife Habitat

Inland Waterfowl Wading Bird Habitat (IWWH) – This project intersects with an IWWH, which is considered Significant Wildlife Habitat under Maine’s Natural Resources Protection Act. These habitats provide important breeding, feeding, migration, staging, and wintering habitat for waterfowl and wading bird species. Both high and moderate value IWWHs include both the wetland complex and a 250-foot upland zone. We recommend that these resources be avoided, including no clearing within the 250-foot upland zone from the wetland edge.

Significant Vernal Pools - At this time, MDIFW Significant Wildlife Habitat maps indicate no known presence of Significant Vernal Pools in the project search area; however, a comprehensive statewide inventory for Significant Vernal Pools has not been completed. Therefore, we recommend that surveys for vernal pools be conducted within the project boundary by qualified wetland scientists prior to final project design to determine whether there are Significant Vernal Pools present in the area. These surveys should extend up to 250 feet beyond the anticipated project footprint because of potential performance standard requirements for off-site Significant Vernal Pools, assuming such pools are located on land owned or controlled by the applicant. Once surveys are completed, survey forms should be submitted to our Agency for review well before to the submission of any necessary permits. Our Department will need to review and verify any vernal pool data prior to final determination of significance.

Fisheries Habitat

We recommend that 100-foot undisturbed vegetated buffers be maintained along streams. Buffers should be measured from the edge of stream or associated fringe and floodplain wetlands. Maintaining and enhancing buffers along streams that support coldwater fisheries is critical to the protection of water temperatures, water quality, natural inputs of coarse woody debris, and various forms of aquatic life necessary to support conditions required by many fish species. Stream crossings should be avoided, but if a stream crossing is necessary, or an existing crossing needs to be modified, it should be designed to provide full fish passage. Small streams, including intermittent streams, can provide crucial rearing habitat, cold water for thermal refugia, and abundant food for juvenile salmonids on a seasonal basis and undersized crossings may inhibit these functions. Generally, MDIFW recommends that all new, modified, and replacement stream crossings be sized to span at least 1.2 times the bankfull width of the stream. In addition, we generally recommend that stream crossings be open bottomed (i.e. natural bottom), although embedded structures which are backfilled with representative streambed material have been shown to be effective in not only providing habitat connectivity for fish but also for other aquatic organisms. Construction Best Management Practices should be closely followed to avoid erosion, sedimentation, alteration of stream flow, and other impacts as eroding soils from construction activities can travel significant distances as well as transport other pollutants resulting in direct impacts to fisheries and aquatic habitat. In addition, we recommend that any necessary instream work occur between July 15 and October 1.

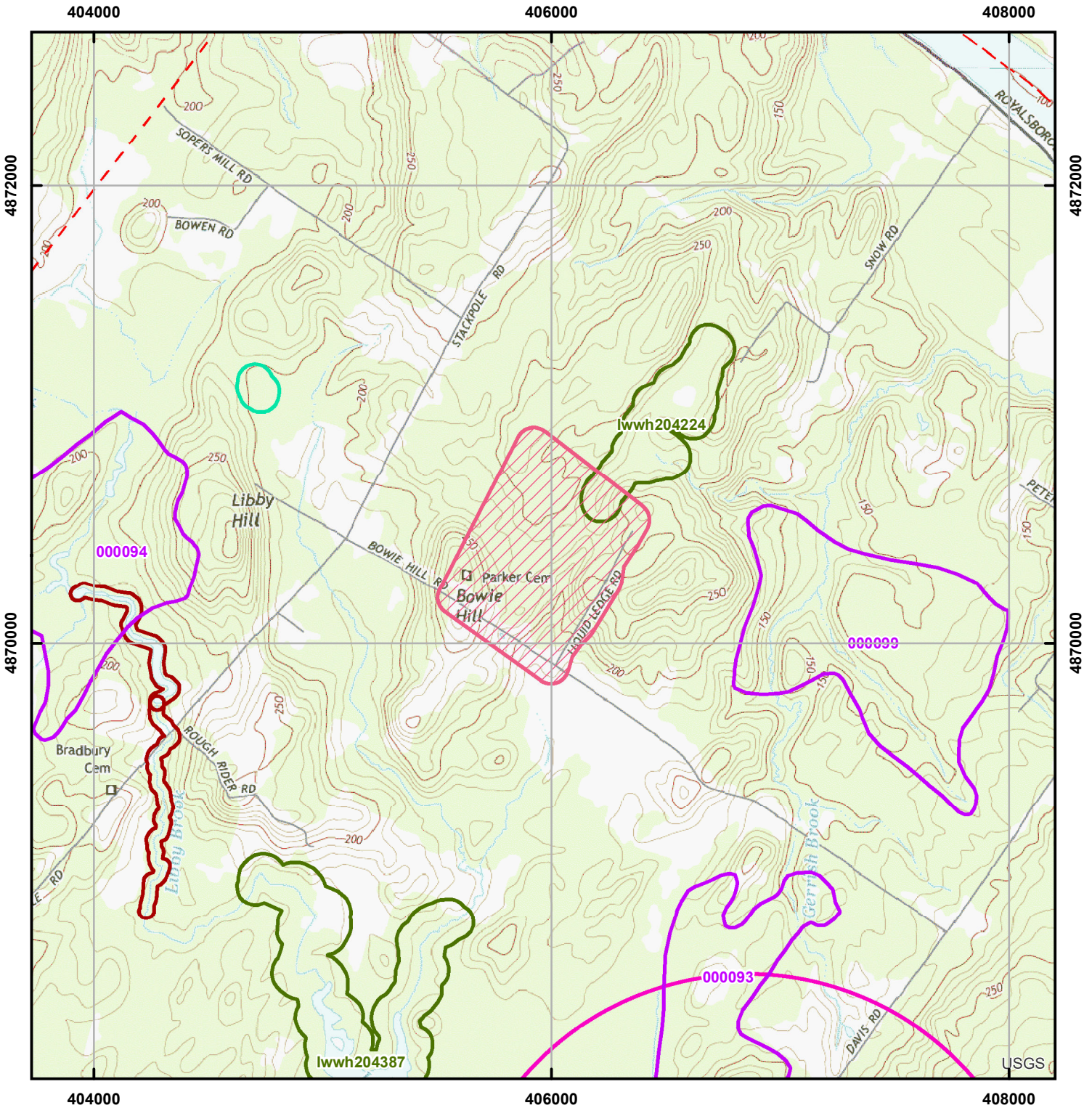
This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program, Maine Department of Marine Resources, and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,



Becca Settele
Wildlife Biologist

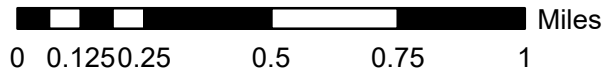


Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: Bowie Hill Subdivision, Durham
(Version 1)



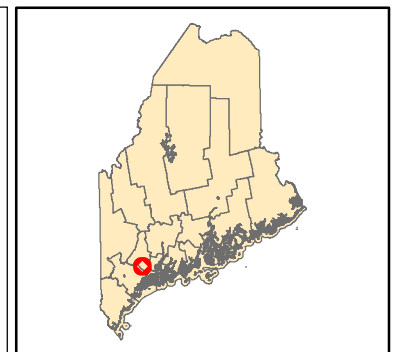
Maine Department of
Inland Fisheries and Wildlife



Projection: UTM, NAD83, Zone 19N

Date: 5/11/2021

- | | | |
|-----------------------------------|----------------------------------|---|
| ProjectSearchAreas - All Versions | Deer Winter Area | Roseate Tern |
| Maine Cliff and Talus Areas | LUPC p-fw | Piping Plover and Least Tern |
| Cooperative DWAs | Seabird Nesting Islands | Aquatic ETSc - 2.5 mi review |
| Shorebird Areas | Inland Waterfowl and Wading Bird | Rare Mussels - 5 mi review |
| 2008 lwwh - Shoreland Zoning | Tidal Waterfowl and Wading Bird | Maine Heritage Fish Waters |
| Significant Vernal Pools | Environmental Review Polygons | Arctic Charr Habitat |
| | | Redfin Pickerel and Swamp Darter Habitats - buffer100ft |
| | | Special Concern occupied habitats - 100ft buffer |
| | | Wild Lake Trout Habitats |



ATTACHMENT C

Monday 7th June, 2021

Mr. Kirk Mohney
Maine Historic Preservation Commission
55 Capitol Street
State House Station 65
Augusta, Maine 04333

RE: Bowie Hill Subdivision – Durham, Maine

Dear Mr. Mohney:

On behalf of our client, Jonathan Lobo, we are writing to request your review of the referenced project. The proposed project consists of a 26-lot subdivision on a 95-acre parcel of land off Bowie Hill Road in Durham Maine. We have enclosed a site location map and sketch plan of the site for your information. We have also included Photos of the existing structure on the site.

We would be most grateful if you could review the attached data and contact our office with any information you have on the presence of any historic resources in the project area.

If you have any questions regarding this letter, please do not hesitate to contact us.

Regards,

Charlie Burnahm
Atlantic Resource Consultants

Cc: File 21-018/Correspondence

Attachments: Location Map
 Sketch Plan
 Building Photos

Building Photos



View from Bowie Hill



View of the back of the building



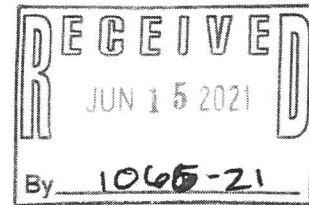
View of the inside of the building



Atlantic Resource Consultants
Engineering Strategies and Solutions

541 US Route One, Suite 21
Freeport, Maine 04032
Tel: 207.869.9050
www.arc-maine.com

Monday 7th June, 2021



Mr. Kirk Mohney
Maine Historic Preservation Commission
55 Capitol Street
State House Station 65
Augusta, Maine 04333

RE: **Bowie Hill Subdivision – Durham, Maine**

Dear Mr. Mohney:

On behalf of our client, Jonathan Lobo, we are writing to request your review of the referenced project. The proposed project consists of a 26-lot subdivision on a 95-acre parcel of land off Bowie Hill Road in Durham Maine. We have enclosed a site location map and sketch plan of the site for your information. We have also included Photos of the existing structure on the site.

We would be most grateful if you could review the attached data and contact our office with any information you have on the presence of any historic resources in the project area.

If you have any questions regarding this letter, please do not hesitate to contact us.

Regards,

Charlie Burnahm
Atlantic Resource Consultants

Cc: File 21-018/Correspondence

Attachments: Location Map
Sketch Plan
Building Photos

Based on the information submitted, I have concluded that there will be no historic properties affected by the proposed undertaking, as defined by Section 106 of the National Historic Preservation Act. Consequently, pursuant to 36 CFR 800.4(d)(1), no further Section 106 consultation is required unless additional resources are discovered during project implementation pursuant to 36 CFR 800.13.

Kirk F. Mohney
Kirk F. Mohney,
State Historic Preservation Officer
Maine Historic Preservation Commission

6/29/21
Date

ATTACHMENT D

**DECLARATION OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE BOWIE HILL SUBDIVISION**

WHEREAS, **Bowie Hill Development, LLC**, hereinafter known as Declarant, owns certain real estate in the Town of Durham, County of Androscoggin, State of Maine, as shown on a Plan entitled, "Bowie Hill Subdivision" by Atlantic Resource Consultants, Inc., dated _____ and recorded in the Androscoggin County Registry of Deeds in Plan Book _____ (the "**Plan**"), and which property is more particularly shown in **Exhibit A** attached hereto (hereinafter "**Property**"); and

WHEREAS, it is desired that certain easements, restrictions and covenants be imposed upon a portion of said land for the protection of said Declarant and its subsequent Owners.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in the attached **Exhibit A** shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are intended for the purpose of protecting the value and desirability of the said Property. Each of these easements, restrictions, covenants and conditions shall run with the real property. The easements, restrictions, covenants and conditions shall be binding upon all parties having any right, title or interest in the Property or any part thereof. These easements, restrictions, covenants and conditions shall bind their heirs, successors and assigns forever. These easements, restrictions, covenants and conditions shall inure to the mutual benefit of each owner hereafter.

**ARTICLE I
DEFINITIONS**

1.1 "Association" shall mean the **Bowie Hill Homeowners Association**, its successors and assigns.

1.2 "Common Expenses" shall mean any expenses incurred by the Association for the care of the Common Property, if any, or for expenses common to the Association. These may include, but shall not be limited to, any landscaping, snow removal, garbage removal, detention pond maintenance, common utilities, general repairs, insurance, equipment and supply expenses, overhead and other expenses deemed necessary or appropriate by the Association. Without limitation, Common Expenses shall include road maintenance expenses, including such expenses owed by the Association in accordance with the Association Easement defined herein below. Insurance shall include casualty and liability insurance for any Common Property.

1.3 "Common Property" shall mean the real property, if any (including the improvements thereon), owned by the Association for the common use and enjoyment of the Owners as identified on the Plan. Without limitation and subject to the terms of Article V, the Common Property shall include "_Road Name_" identified on the Plan and the Common Property shown on the Plan.

1.4 “Declarant” shall mean Bowie Hill Development, LLC, its successors and assigns.

1.5 “Future Common Property” shall mean any real property (including the improvements thereon), that the Declarant elects to quitclaim to the Association which the Association shall accept and own for the common use and enjoyment of the Owners as identified on the Plan or any amended Plan. Without limitation and subject to the terms of Article V, the Future Common Property shall include any extension of “Road Name” or such other Private Right of Way.

1.6 “Future Lots” shall refer to any plot of land set aside for future residential construction and is identified as “Land to be Retained by Owner”, shown on the Plan. Said Future Lots shall not be considered under the jurisdiction of the Association until such time that there is a recording of an amendment to this Declaration and/or the filing of modified subdivision Plan by Declarant indicating the addition of the Future Lots into the Subdivision, if so required.

1.7 “Lot” shall refer to any plots of land set aside for residential construction.

1.8 “Owner” shall mean the record owner or owners of the fee simple title to any Lot that is part of the Property. It shall not include mortgages until such time as title is transferred by deed. Each Lot shall be deemed to have one owner for voting purposes, regardless of the number of actual owners.

1.9 “Property” shall mean all of that certain real property described in Exhibit A, which is attached hereto and made a part hereof, and such additional real property as may hereafter be brought under the jurisdiction of the Association including Future Lots either.

ARTICLE II COVENANTS AND RESTRICTIONS FOR USE OF PROPERTY

2.1 All Lots or parcels of land conveyed shall be used for primarily residential purposes and the usual and natural uses in connection therewith, unless otherwise designated by Declarant, its successors and assigns. Home occupations allowed under the Durham Zoning Ordinance are permitted. Leasing the home on a Lot for residential use shall be considered a residential use. However, short term leasing of the home (including but not limited to Airbnb, VRBO, Homeaway or other similar short term leasing sites) on a Lot shall be considered a business use and in violation of this declaration.

2.2 No structure or building shall be erected, altered, placed or permitted to remain in any Lot other than one (1) single-family dwelling of not less than 1200 square feet nor more than 2800 square feet of living space, a garage and two (2) auxiliary structures without foundations. No prefabricated housing is allowed. The construction of the dwelling may be phased, but once construction thereon is commenced it must be completed within eighteen

(18) months. No temporary building or trailer may be maintained on the property except in conjunction with the legitimate construction of other permanent buildings.

2.3 Auxiliary structures shall be built in a manner consistent with the construction methods of the principal dwelling, having siding and roofing similar to the principal dwelling.

2.4 All structures on a Lot shall be located within the building envelope shown on the Plan for such Lot.

2.5 No building shall be erected on any Lot hereby conveyed in violation of municipal standards.

2.6 All sanitary plumbing and sewage disposal shall conform to the minimum requirements of the local governing authorities and the State of Maine.

2.7 Utilities shall be placed underground. No more than one antenna or satellite dish not greater than 3 feet long may be maintained on said property.

2.8 No Lot or parcel of land within this subdivision shall be subdivided in any manner without the written approval of the Declarant, its successors and assigns.

2.9 No livestock, poultry or other non-domestic animals shall be permitted on any Lot.

2.10 No house trailers, campers, motor homes, tents or other forms of temporary residence of any type or description shall be used on any Lot for habitation on a regular or extended basis.

2.11 No junk material, junk vehicles, stumps, trash, or similar waste items, or any hazardous or dangerous materials shall be stored on any Lot. Owners shall not conduct any hazardous, noxious, dangerous, offensive, or noisy activity that unreasonably interferes with any other Owner's quiet enjoyment of his or her Lot. Trash, garbage and other waste shall be kept in sanitary covered containers. Such containers shall not be visible from the street or any other Lot.

2.12 No nuisances, public or private may be permitted on said property. No unregistered vehicles or other personal property may be stored unless covered by outbuildings.

2.13 All dwellings shall have masonry or concrete foundations or slabs and be constructed of sound building material. Use of tarpaper, building wrap, Texture 1-11 plywood, or other inferior quality exterior siding material intended for use beyond the allowable time for completion of construction is prohibited. The use of vinyl siding is not allowed.

2.14 Visible roofing material must be of a permanent type, not tarpaper, ice and water shield or other temporary roofing materials. All roofing material must be either standing seam metal or asphalt shingles.

2.15 Any chimney or fireplace located on the exterior of the house shall meet the requirements of applicable codes.

2.16 All lots and building thereon shall be maintained in a neat, attractive manner and kept in good repair.

2.17 No lot owner may increase, decrease, or modify natural drainage such that it adversely impacts another lot.

2.18 No snowmobiles, motorcycles, motorbikes, dirt bike, nor All Terrain Vehicles may be operated on any Lot except to go to and from the lot.

2.19 One sign of less than four (4) square feet may be maintained on each Lot. No other signs shall be permitted on any Lot.

2.20 All trash and recycling must be picked up and disposed of by a private residential trash service, no trash or recycling bins can be put on Bowie Hill Road for public pick up by the town.

2.21 All homes in the subdivision must be built to the most recent energy codes (the 2015 IECC) and be designed in a way to optimize the overall performance of the home and it's energy efficiencies.

2.22 Each lot will be limited to 20,000 square feet of developed area (lawn included).

2.23 The side setbacks of each lot shall remain vegetated. If the side setbacks are cleared during the grading of the lot or road the same number of trees that were removed will be replanted.

2.24 Trail construction will be limited to the removal of trees smaller than 3-inches in diameter. Any stream crossings will span the width of the stream bed by a minimum of 5' on either side of the stream.

2.25 No dug wells are permitted on any part of the property.

2.26 All residential structures shall have sprinkler systems in accordance with the most recent state fire codes.

2.27 Any stone walls relocated during the construction of the road or any residential lot will need to be relocated on site.

**ARTICLE III
OWNERS' RIGHT TO USE COMMON PROPERTY**

3.1 Every Lot Owner shall have a non-exclusive perpetual easement and right for the use and quiet enjoyment of the Common Property of the Association, as hereinafter described. Said right of use shall be appurtenant to the Owner's Lot and shall pass with title to every Lot, subject only to the following provisions:

(a) the right of the Association to impose annual maintenance and insurance charges to the Owners;

(b) the right of the Association to dedicate, sell or transfer all or any part of the Common Property to the Town of Durham for public use by residents of the Town. The Owners as herein provided shall approve such a transfer, sale or dedication; and

(c) any rights, easements, encumbrances, covenants, restrictions, or Declarant rights, easements, or reservations as described in this Declaration or otherwise shown on the Plan.

3.2 Owners shall forfeit their right of use in the event that any Owner fails to make any payments for Assessments as described herein. Rights of use shall be reinstated upon payment in full of any past due amount.

**ARTICLE IV
HOMEOWNERS' ASSOCIATION**

4.1 Prior to the date of execution and recording of this Declaration, there has been formed the **Bowie Hill Homeowners Association**, a non-profit non-stock corporation organized under the laws of the State of Maine (the "**Association**"). Each owner of a Lot or Future Lot, shall automatically become and be a member of the Association as long as said Owner continues as owner of a Lot. Upon termination of interest of an Owner in a Lot, the Owner's membership and any interest in the Association shall automatically terminate and transfer and inure to the next successive owner of the Lot. Each owner of a Lot shall be bound by the By-Laws of the Association, as same may be amended from time to time, and each Owner of a Lot shall comply strictly with said By-Laws of the Association. No holder of a mortgage of a Lot shall be considered as a Lot owner until such holder shall acquire title to a Lot by foreclosure, by deed in lieu of foreclosure, or by maintaining possession of the Lot.

4.2 Each Owner shall be entitled to cast one (1) vote upon any matter taken up by the Association, as more particularly set forth in the Bylaws of the Association. This shall apply regardless of any difference in Lot size or value. Any Owner who owns more than one (1) Lot may cast one (1) vote for each such Lot.

4.3 Written notice of any meeting called for the purposes of taking any action authorized under this Declaration shall be sent to all members not less than ten (10) days nor more than sixty (60) days prior to the scheduled date. A quorum shall be necessary for the

transaction of business and shall be deemed to exist if fifty percent (50%) of the Owners are present. No proxy voting shall be permitted, except as expressly set forth in the Bylaws. In the event that a quorum does not exist, the only action that may be taken is to adjourn the meeting to another date and direct the secretary to send notice of the new meeting date to all Members.

4.4 To take effect, any matter brought before the Association must be approved by a majority of those Owners who are present and voting. On any proposition to sell or acquire land by the Association, the approval of seventy-five percent (75%) of those Owners who are present and voting shall be required. A quorum must be present at the time any vote is taken. Loss of quorum requires immediate adjournment of the meeting.

ARTICLE V COMMON PROPERTY

5.1 Declarant shall be responsible for construction, snow plowing and maintenance of the Common Property. After completion of construction of such Common Property or the sale by the Declarant of Seventy-Five Percent (75%) of the Lots to Owners other than the Declarant, whichever is later, the Declarant shall convey to the Association, and the Association shall accept, the conveyance from the Declarant of such Common Property by Quit-Claim (Release) Deed, and upon such conveyance the obligations and responsibilities of Declarant with respect to the Common Property conveyed by said Deed shall terminate and cease.

5.2 The Declarant shall be responsible for the maintenance, repairs and improvements of any Common Property, until such time as such Common Property is conveyed to the Association as provided herein. Until such time the Common Property is conveyed to the Association, each lot owner shall pay to Declarant his or her pro rata share of the Common Expenses. As of and after the date on which Declarant shall convey any Common Property to the Association and with respect to any other Common Property that the Association may otherwise own or acquire;

a. The Association shall perform and be responsible for maintenance of the Common Property including the maintenance, resurfacing, improvement, clearing and repair of, and snow removal, for payment of any real estate taxes assessed thereon, and for the costs of labor, equipment, materials and management relating to the Common Property and supervision thereof. Assessments by the Association upon the Lots and the Owners thereof shall be used exclusively for the aforesaid purposes and for such other purposes as shall be permitted by the By Laws of the Association. Each of Lot shall be assessed an equal portion of the Common Expenses.

b. In the event that a public authority agrees to accept any road or any other part of or all of the Common Property as public and agrees to assume the responsibilities and costs for maintenance thereof, the Association shall convey the title and such easements as are appropriate to such public authority as may be reasonably required by such public authority.

ARTICLE VI ASSESSMENTS

6.1 No later than thirty (30) days prior to each Annual Meeting of the members of the Association, the Executive Board shall estimate the Common Expenses for each calendar quarter of the following calendar year and shall present such estimate to the members at their Annual Meeting as the proposed budget for such calendar year. Unless otherwise provided in the Association's By-laws, the budget shall be approved by a majority of the members of the Association at their Annual Meeting to be held each year in the month of December prior to the commencement of the calendar year to which the estimated budget of Common Expenses applies. Each Lot shall be liable for a pro rata share of the Common Expenses, to be billed to each Lot Owner in accordance with this Article VI. However, Declarant shall not pay an assessment for any unsold or undeveloped lot and shall only be required to pay an assessment upon any lot owned by Declarant upon which building construction and landscaping is complete.

6.2 Unless otherwise approved by the Association, all assessments shall be billed quarterly no later than the first day of each calendar quarter and each calendar year by the Treasurer of the Association. All sums so assessed and billed shall become due no later than thirty (30) days after the date of mailing or delivery of each such bill.

6.3 The members of the Association may from time to time at special meetings levy additional assessments, as allowed, by the same majority of votes as required for the annual assessments.

6.4 Assessments authorized and billed by the Association shall be a charge on the Lot and shall be a continuing lien upon the Lot upon which such assessment is made. If the assessment to a Lot Owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall, together with costs of collection and reasonable attorneys' fees, become a continuing lien on the Lot owned by the delinquent Lot Owner which lien shall bind the Lot with the buildings and improvements thereon as well as the delinquent Lot Owner, his heirs, devisees, successors, personal representatives, and assigns. Said lien may be enforced in the same manner as a lien for assessments against condominium units provided in the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes, as amended. Said lien for unpaid assessments shall be prior to all liens and encumbrances on the Lot other than the first mortgage recorded prior to the date on which the assessment which is sought to be enforced becomes delinquent and liens for real estate taxes and other governmental/municipal assessments or charges against the Lot; provided, however, that any such lien shall not be subject to the provisions of 14 M.R.S.A. Section 4561 or 18-A M.R.S.A Section 2-201 et seq. as they or their equivalents may be amended or modified from time to time. All such charges, in addition to being a lien, shall also constitute the personal liability of the owner of the Lot so assessed at the time of assessment.

**ARTICLE VII
ADDITIONAL EASEMENTS, COVENANTS, RESTRICTIONS**

7.1 The Lots are subject to all drainage and other easements as depicted on the Plan.

7.2 The Owners of the Lots shall have a non-exclusive perpetual easement for ingress and egress over "Road Name" as shown on the plan.

**ARTICLE VIII
CONSTRUCTION**

8.1 These easements, restrictions, covenants are imposed as part of a general scheme for the protection and benefit of Declarant and each subsequent owner of Lots or parcels of said Declarant's land in addition to any and all provisions of any municipal, county or state ordinance, regulation or law. All present or future Owners of Lots or Future Lots are subject to the terms and provisions contained or referred to in this Declaration. The acceptance of a Deed or conveyance of a Lot other than as security, or the entering into of occupancy of any Lot shall signify that the provisions contained or referred to in this Declaration and the decisions of the Association are accepted and ratified by such owner or occupant. All the provisions contained or referred to herein shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot (except as mortgage security) as though such provision were recited and stipulated at length in each and every Deed or conveyance of a Lot.

8.2 If any one or more of these covenants, or any part thereof, shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining portions hereof, which shall remain in full force and effect.

**ARTICLE IX
AMENDMENTS**

Until such time as the Declarant has transferred seventy-five percent (75%) of the Lots to Owners of the Association, the Declarant may amend this Declaration from time to time by instrument recorded in the Cumberland County Registry of Deeds. Thereafter, this Declaration may be amended at any time and from time to time by written instrument duly executed by the Owners of record of seventy-five (75%) percent or more of the Lots and by all of the mortgagees of record of the Lots owned by such Owners. Any such amendment shall be recorded in the Cumberland County Registry of Deeds.

**ARTICLE X
ENFORCEMENT, WAIVER**

The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, liens and charges now or hereafter imposed under the provisions of this

Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so hereafter.

**ARTICLE XI
RIGHTS AND RESERVATIONS OF DECLARANT**

11.1 Until the construction, marketing and sale of all Lots of Phase I and any Future Lots as reserved herein and Common Property is completed, the Declarant reserves the right to:

(a) Change the size, number and location of Lots, drainage easements, road right-of-way, and other improvements; and the size, layout, and location of any Lot for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default. The change or changes shall be effective upon the recording of an amendment to this Declaration and/or the filing of modified subdivision Plan by the Declarant indicating the changes made. Without limiting the foregoing, the Declarant specifically reserve the right to further subdivide the Land to be Retained by Owner (Future Lots and Future Common Property) and to include any said Future Lots and Future Common Property in this Subdivision. The change or changes shall be effective upon recording of an amendment to this Declaration and/or filing of modified subdivision Plan by Declarant indicating the changes made.

(b) Locate on the premises, even though not depicted on the Plan, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits, and facilities, including, but not limited to, water, electric, telephone, fuel oil, natural gas, and sewer.

(c) Connect with and make use of utility lines, wires, pipes, and conduits, located on the property, for construction and sales purposes, provided that the Declarant shall be responsible for the cost of service so used.

(d) Place "For Sale" signs or other signs to aid in the marketing of the Lots and houses thereon.

(e) Appoint and remove the officers of the Association and members of the executive board and veto any action of the Association or the executive board, in accordance with the provisions of the ByLaws. The Declarant shall relinquish all special rights expressed or implied through which it may directly or indirectly control, direct, modify or veto any action of the Association, its Board of Directors or the majority of Lot Owners, and control of the Owner's Association shall pass to the Owners of Lots within the project not later than the earlier of the following: the date on which seventy-five percent (75%) of the Lots have been conveyed to purchasers, or five (5) years from the date of conveyance of the first Lot to a purchaser, or seven (7) years from the date of recording hereof. The requirements of this paragraph shall not affect the Declarant's rights, as a Lot Owner, to exercise the votes allocated to Lot(s) owned by the Declarant.

(f) With respect to its marketing of Lots, to use any Common Property for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any Lots owned or leased by the Declarant as models, management offices, sales offices for this project or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishing thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant.

(g) To go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the units or Common Property. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction activities of any nature whatsoever, including the movement and storage of building materials and equipment.

(h) Declarant shall have the right to assign or partially assign any of its obligations or its rights under this Declaration.

ARTICLE XII

GENERAL PROVISIONS

12.1. Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

12.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Association which this Declaration is intended to create.

12.3. Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Maine.

12.4. Interpretation. The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Association.

12.5. Effective Date. This Declaration shall become effective when it and the Plan have been recorded.

12.6. Notices. All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the third business day after the day on which mailed by regular U.S. mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Common Association.

12.7. Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

12.8. Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

WITNESS, Bowie Hill Development, LLC, Declarant, this ___ day of _____, 2021.

Name: Jonathan Loboizzo (Manager of Bowie Hill Development, LLC)

STATE OF MAINE
Androscoggin, SS

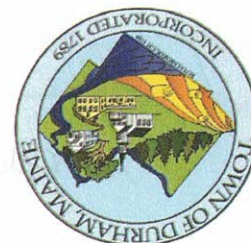
May , 2021

Then personally appeared the above-named Jonathan Loboizzo this _____ day of _____, 2021, and acknowledged the foregoing to be his free act and deed.

Before me,

Notary Public/Attorney at Law

ATTACHMENT E



TOWN OF DURHAM
630 Hallowell Road
Durham, Maine 04222
Office of Code Enforcement
and Planning

Tel. (207) 376-6558
Fax: (207) 353-5367

FINAL SUBDIVISION PLAN APPLICATION (REVISION OF LOT 1)

Subdivision Name: RUBY FARM ESTATES

Application Date: 7/23/21

Preliminary Approval Date: _____

A. Owner & Developer

Is applicant owner of the property? YES NO (If no, letter of owner authorization is required)

Property owner: MICHAEL COFF Property developer: SAME

Address: 190 PINKHAM BROOK RD

DURHAM, ME 04222

Telephone number: 353-7174

Email address: coffmsh@aol.com

B. Project Designers

Surveyor: WANE WOOD (THIS REVISION) ENGINEER: ATLANTIC RESOURCE

Address: WOODS DR

DURHAM, ME

Telephone number: 657-3330

Email address: WITWCO1328@GMAIL.COM

Person to whom all correspondence on project should go: TODD BEALLIG

TODD BEALLIG@NETSCAPE.NET

Printed Name: _____

Date _____

H. Signature of Applicant

~~Gold F Beaulieu FOR MICHAEL COPP~~

~~7/23/21~~

correct.

To the best of my knowledge, all of the above stated information submitted in this application is true and

Are the completed final plan checklist and all submissions attached? _____ YES _____ NO

G. Checklist and Required Submissions

Date review fees & escrow paid: _____

If yes, the escrow must be brought back up to the original amount of \$250 per lot: \$ _____

Was the technical review escrow depleted to 25% of the original amount? _____ YES _____ NO

Non-refundable application fee of \$300: \$ _____

F. Review Fees and Escrow

_____ YES _____ NO

Are the waivers of performance standards noted on the final plan per Section 6.35.C.4? _____

~~ATTACHED PAPERS WILL EXPLAIN. SUPERVISOR MADE
MISTAKE, SIGHTHOUSE WITHIN BUILDING ENVELOPE.
SEEKING APPROVAL OF PLANNING BOARD APPROVAL.
PENDING DEP + PCOE APPROVAL.~~

Does the applicant intend to request any waivers of the subdivision requirements? If yes, list them (Note: waivers from design standards will require technical analysis to demonstrate that the subdivision criteria will be met). Provide a waiver request form for each waiver requested:

E. Requested ~~Waivers~~ REVISION

Subdivision Name: _____

APPLICATION FOR A NATURAL RESOURCES PROTECTION ACT PERMIT

PLEASE TYPE OR PRINT IN BLACK INK ONLY

1. Name of Applicant:	COPP EXCAVATING		
2. Applicant's Mailing Address:	190 PINKHAM BROOK RD DURHAM, ME 04222		
3. Applicant's Daytime Phone #:	207-576-0652		
4. Applicant's Email Address:	Required from either applicant or agent: copp5@aol.com		
5. Name of Agent:	Address: _____ Phone #: _____		
6. Agent's Mailing Address:	Address: _____ Phone #: _____		
7. Agent's Daytime Phone #:	Address: _____ Phone #: _____		
8. Agent's E-mail Address:	Address: _____		

9. Location of Activity:	242 SWAMP RD (Nearest Road, Street, Rt.#)		
10. Town:	DURHAM		
11. County:	ANDRO.		
12. Type of Resource:	(Check all that apply) <input type="checkbox"/> River, stream or brook <input type="checkbox"/> Great Pond <input type="checkbox"/> Coastal Wetland <input checked="" type="checkbox"/> Freshwater Wetland <input type="checkbox"/> Wetland Special Significance <input type="checkbox"/> Significant Wildlife Habitat <input type="checkbox"/> Fragile Mountain		
13. Name of Resource:	UNNAMED WETLAND		
14. Amount of Impact:	(Sq.Ft.) Fill: 6365 Dredging/Veg Removal/Other: _____		

15. Type of Wetland:	(Check all that apply) <input checked="" type="checkbox"/> Forested <input type="checkbox"/> Scrub Shrub <input type="checkbox"/> Emergent <input type="checkbox"/> Wet Meadow <input type="checkbox"/> Peatland <input type="checkbox"/> Open Water <input type="checkbox"/> Other _____		
16. Proposed Start Date and Brief Activity Description:	FILL FOR SUBDIVISION ROAD, INFRASTRUCTURE AND FILL FOR LOT 1		
17. Size of Lot or Parcel & UTM Locations:	48 acres UTM Northing: 4869437.19 UTM Easting: 413255.79		
18. Title, Right or Interest:	<input checked="" type="checkbox"/> own <input type="checkbox"/> lease <input type="checkbox"/> purchase option <input type="checkbox"/> written agreement		

19. Deed Reference Numbers:	Book#: 9399	Page: 287	Map #: 5	Lot #: 78
20. Map and Lot Numbers:				
21. DEP Staff Previously Contacted:	22. Part of a larger project: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No After-the-Fact: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
23. Resubmission of Application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, previous application #	Previous project manager:	
24. Written Notice of Violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, name of DEP enforcement staff involved:	25. Previous Wetland Alteration:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

26. Detailed Directions to the Project Site:	GOTO 242 SWAMP RD DURHAM, TOWN INTO SUBDIVISION, ROBY LANE			
27. TIER 1	TIER 2/3 AND INDIVIDUAL PERMITS			

28. FEES: Amount Enclosed:	\$ 75.00			
29. Title, right or interest documentation	<input type="checkbox"/> Title, right or interest documentation	<input type="checkbox"/> Topographic Map	<input type="checkbox"/> Narrative Project Description	<input type="checkbox"/> Plan or Drawing (8 1/2" x 11")
30. Photos of Area	<input type="checkbox"/> Wetlands Delineation Report	<input type="checkbox"/> Wetlands Delineation Report	<input type="checkbox"/> Information Meeting Documentation	<input type="checkbox"/> Compensation Plan (Attachment 4), if required
31. Statement of Avoidance & Minimization	<input type="checkbox"/> Appendix A and others, if required	<input type="checkbox"/> Statement/Copy of cover letter to MHPC	<input type="checkbox"/> Description of Previously Mined	<input type="checkbox"/> Peatland, if required
32. Statement/Copy of cover letter to MHPC	<input type="checkbox"/> Alternatives Analysis (Attachment 2)	<input type="checkbox"/> Information listed under Site Conditions (Attachment 1) that contains the	<input type="checkbox"/> Impacts were Avoided/Minimized	<input type="checkbox"/> if required

CERTIFICATIONS AND SIGNATURES LOCATED ON PAGE 2

Statement of Avoidance and Minimization

Ruby Farm Subdivision, Durham

Wetland fill for the infrastructure was fringe filling and was minimized by alignment of road. Fill on Lot 1 was due to an error made by a professional land surveyor/soils evaluator, resulting in house being placed in wrong location on lot. There is now a purchase and sale agreement on house. It is not possible to move house now without great expense and damage to home. Error was not discovered until title survey pointed it out.

Project Description

Project creates a 14 lot subdivision, on 48 acres of land, with 2800 linear feet of roadway. Project was approved by Durham Planning Board on 11/7/2018. Fringe filling of wetlands abutting the roadway impacted 2665 sq ft of wetlands. Development of lot 1 inadvertently placed the house in wetlands, as a result 3700 sq ft of wetlands were filled .

Copp Excavating

190 Pinkham Brook Rd

Durham, ME 04222

July 14, 2021

Mr. Kirk Mohny

Maine Historic Preservation Commission

65 State House Station

Augusta, ME 04333

Re: Ruby Farm Subdivision, Durham

Dear Mr. Mohny,

As part of a project revision regarding wetlands infill, we are asking for review by the Maine Historical Preservation Commission. Project impacted 6365 sf of wetlands near Lot 1.

Enclosed is the entire application, with locations, off Swamp Rd in Durham. We appreciate your attention to this request and await the department's response.

Sincerely,

Todd Beaulieu

Copp Excavating

190 Pinkham brook Rd

Durham, ME 04222

WARRANTY DEED
Maine Statutory Short Form

Know all Persons by these Present,

That I, JEAN P. BEAULIEU, of Nobleboro, County of Lincoln and State of Maine, grant

to:

MICHAEL S. COPP

whose mailing address is 190 Pinkham Brook Road, Durham, ME 04222, with WARRANTY

COVENANTS, a certain lot or parcel of land, together with any improvements thereon, situated in the Town of Durham, County of Androscoggin and State of Maine, more particularly

described in the Exhibit A attached hereto and made a part hereof.

Witness my hand and seal this 28th day of June, 2016.

Signed, Sealed and Delivered
in the presence of



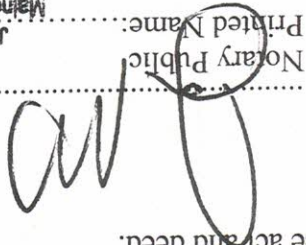
Jean P. Beaulieu



STATE OF MAINE
Cumberland, ss.

June 28, 2016

Then personally appeared before me the above named Jean P. Beaulieu and acknowledged the foregoing instrument to be her free act and deed.



Notary Public

Jonathan M. Davis, Esq.
Maine Bar Registration No. 7983

EXHIBIT A

A certain lot or parcel of land with any buildings thereon, situated in the Town of Durham, County of Androscoggin and State of Maine, bounded and described as follows:

Beginning at a stake and stone at the southwest corner of land now or formerly of J. Luther Pierson and on the northerly side of the public road or highway leading from Brunswick to Auburn;

Thence northerly along the line of land of said Pierson, one hundred eight (108) rods to an iron stake driven into the ground and to other land now or formerly of said Pierson;

Thence westerly, again along line of land of said Pierson, thirty (30) rods to an iron stake driven into the ground and to land now or formerly of said Pierson;

Thence southerly, and again along line of said Pierson, twenty-two (22) rods to an iron stake driven into the ground;

Thence again westerly, and again along land now or formerly of said Pierson, twenty-three (23) rods to an iron stake driven into the ground;

Thence again northerly, and still again along line now or formerly of said Pierson, forty-seven (47) rods to an iron stake driven into the ground and to land now or formerly of one Plummer;

Thence again westerly along line of said Plummer, forty-seven (47) rods to an iron stake driven into the ground and to land now or formerly of Jerry Estes;

Thence again southerly along line of said Jerry Estes and line of land now or formerly of Arthur Landry, one hundred forty (140) rods to a stake and stone and to the northerly side line of the public road or highway above mentioned;

Thence easterly along line of said public road or highway, one hundred eight (108) rods to the point first begun at.

Being a portion of the premises (#6) as described in Deed of Distribution from Jean P. Beaulieu, Personal Representative of the Estate of Phillip L. Beaulieu, to Jean P. Beaulieu dated July 20, 2004 and recorded in the Androscoggin County Registry of Deeds in Book 5997, Page 317, more particularly described in deed from Edward R. Ruby and Lucille M. Ruby to Phillip L. Beaulieu dated July 11, 1997 and recorded in the Androscoggin County Registry of Deeds in Book 3918,

MORTGAGE DEED
Maine Statutory Short Form

Know all Persons by these Present,

That I, MICHAEL S. COPP, of Durham, County of Androscoggin and State of Maine, to secure the payment of \$90,000.00, in accordance with the terms of a certain Promissory Note from Michael S. Copp to Jean P. Beaulieu of even date herewith, grant to:

JEAN P. BEAULIEU

whose mailing address is 6 Shore Road, Nobleboro, ME 04555, with **MORTGAGE**

COVENANTS, a certain lot or parcel of land with any improvements thereon situated in the

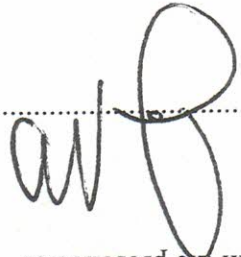
town of Durham, County of Androscoggin and State of Maine, more particularly described in the Exhibit A attached hereto and made a part hereof.

This mortgage is upon the statutory conditions set forth in Title 33 M.R.S.A. §769, and

all acts amendatory thereto, which is hereby incorporated by reference thereto, and upon the further condition that all covenants, conditions and agreements on the part of Mortgagor(s) herein contained shall be kept and fully performed, for any breach of which, the Mortgagee herein, his successors and assigns, shall have all remedies provided by law.

Witness my hand and seal this 28th day of June 2016.

Signed, Sealed and Delivered
in the presence of



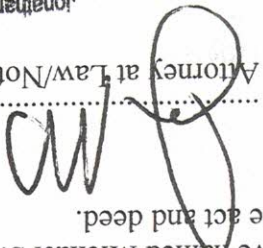
Michael S. Copp



State of Maine
Cumberland, ss.

June 28, 2016

Then personally appeared before me the above named Michael S. Copp and acknowledged the foregoing instrument to be his free act and deed.



Attorney at Law/Notary Public

Jonathan M. Davis, Esq.
Maine Bar Registration No. 7983

EXHIBIT A

A certain lot or parcel of land with any buildings thereon, situated in the Town of Durham, County of Androscoggin and State of Maine, bounded and described as follows:

Beginning at a stake and stone at the southwest corner of land now or formerly of J. Luther Pierson and on the northerly side of the public road or highway leading from Brunswick to Auburn; The line of land of said Pierson, one hundred eight (108) rods to an iron stake driven into the ground and to other land now or formerly of said Pierson;

The line of land of said Pierson, thirty (30) rods to an iron stake driven into the ground and to land now or formerly of said Pierson;

The line of land of said Pierson, twenty-two (22) rods to an iron stake driven into the ground;

The line of land now or formerly of said Pierson, twenty-three (23) rods to an iron stake driven into the ground;

The line of land now or formerly of said Pierson, forty-seven (47) rods to an iron stake driven into the ground and to land now or formerly of one Plummer;

The line of land now or formerly of said Plummer, forty-seven (47) rods to an iron stake driven into the ground and to land now or formerly of Jerry Estes;

The line of land now or formerly of Arthur Landry, one hundred forty (140) rods to a stake and stone and to the northerly side line of the public road or highway above mentioned;

The line of said public road or highway, one hundred eight (108) rods to the point first begun at.

Being a portion of the premises (#6) as described in Deed of Distribution from Jean P. Beaulieu, Personal Representative of the Estate of Phillip L. Beaulieu, to Jean P. Beaulieu dated July 20, 2004 and recorded in the Androscoggin County Registry of Deeds in Book 5997, Page 317, more particularly described in deed from Edward R. Ruby and Lucille M. Ruby to Phillip L. Beaulieu dated July 11, 1997 and recorded in the Androscoggin County Registry of Deeds in Book 3918,



NORTH

LEGEND

EXISTING	DESCRIPTION	PROPOSED	
	PROPERTY LINE		EDGE PAVEMENT
	LEGAL CONCRETE		PAVEMENT PAINT
	GRAVEL ROAD		CURB
	TRENCH		SPOT GRADE
	CONTOURS		STORM DRAIN
	CATCHMENT BASIN		STOCKADE FENCE
	GUARDRAIL		ISLAND
	GAS VALVE		GAS METER
	WATER CATCH VALVE		HYDRANT
	SEWER		FORCE MAIN
	STORM DRAIN		UNDERDRAIN
	CATCH BASIN		DRILLING HOLE
	OVERHEAD UTILITY		TRANSFORMER PAD
	ELECTRICAL MANHOLE		FIRE HYDRANT
	UTILITY POLE		GFI WBT
	FILTER BAGGER		STORM DRAIN
	DRAINAGE DITCH		



**FOR PERMITTING ONLY
NOT FOR CONSTRUCTION**



Atlantic Resource Consultants
 541 US Route One
 Freeport, ME 04032
 Tel: 207.869.9050

DATE: 03.23.2018
 DRAWING NO: 180001
 SHEET NO: 100
 SHEET C: 100

TAX MAP: 5 LOT: 78
 DURHAM, MAINE
 EROSION & SEDIMENTATION
 CONTROL PLAN

PROJECT NO: 180001
 SHEET NO: 100
 SHEET C: 100

NO.	DATE	DESCRIPTION
1	06/01/2018	ISSUE FOR PERMITTING
2	06/01/2018	ISSUE FOR PERMITTING
3	06/01/2018	ISSUE FOR PERMITTING
4	06/01/2018	ISSUE FOR PERMITTING
5	06/01/2018	ISSUE FOR PERMITTING
6	06/01/2018	ISSUE FOR PERMITTING
7	06/01/2018	ISSUE FOR PERMITTING
8	06/01/2018	ISSUE FOR PERMITTING
9	06/01/2018	ISSUE FOR PERMITTING
10	06/01/2018	ISSUE FOR PERMITTING

WELLS VERIFICATION ON LOT 1 PROVIDED BY FIELD GEOTECHNICAL ENGINEER 4 ON SHEET 5100.

INSTALL 36\"/>

1:1000 Scale - 1/4\"/>











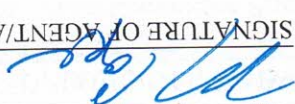
IMPORTANT: IF THE SIGNATURE BELOW IS NOT THE APPLICANT'S SIGNATURE, ATTACH LETTER OF AGENT AUTHORIZATION SIGNED BY THE APPLICANT.
 By signing below the applicant (or authorized agent), certifies that he or she has read and understood the following :

DEP SIGNATORY REQUIREMENT

PRIVACY ACT STATEMENT
 Authority: 33 USC 401, Section 10; 1413, Section 404. Principal Purpose: These laws require permits authorizing activities in or affecting navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. Disclosure: Disclosure of requested information is voluntary. If information is not provided, however, the permit application cannot be processed nor a permit be issued.

CORPS SIGNATORY REQUIREMENT
 USC Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry shall be fined not more than \$10,000 or imprisoned not more than five years or both. I authorize the Corps to enter the property that is subject to this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein.

DEP SIGNATORY REQUIREMENT
 "I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.
 Further, I hereby authorize the DEP to send me an electronically signed decision on the license I am applying for with this application by emailing the decision to the address located on the front page of this application (see #4 for the applicant and #8 for the agent)."

SIGNATURE OF AGENT/APPLICANT  _____	Date: <u>7/30/21</u>
Signature of Agent	Date: _____

NOTE: Any changes in activity plans must be submitted to the DEP and the Corps in writing and must be approved by both agencies prior to implementation. Failure to do so may result in enforcement action and/or the removal of the unapproved changes to the activity.

(yellow)

Statement of Avoidance and Minimization

Ruby Farm Subdivision, Durham

Wetland fill for the infrastructure was fringe filling and was minimized by alignment of road. Fill on Lot 1 was due to an error made by a professional land surveyor/soils evaluator, resulting in house being placed in wrong location on lot. There is now a purchase and sale agreement on house. The buyers sold their house in North Carolina, expecting to move into their new house here on July 1st. They are now moved in, living there rent-free until this is resolved and we can close. This has had a great financial and emotional impact on them and the contractor. It is not possible to move house now without great expense , estimated at \$200,000, and damage to home. Buyers have stated that they don't want the house if it needs to be moved. Error was not discovered until title survey pointed it out.