

**DURHAM PLANNING BOARD
REGULAR MEETING
AGENDA
May 4, 2022**

1. Roll Call & Determination of a Quorum
2. Annual Election of Officers
3. Amendments to the Agenda
4. Acceptance of the Minutes of Prior Meetings (January 5, 2022, February 2, 2022, April 6, 2022)
5. Informational Exchange:
 - a) Town Officials
 - b) Residents
 - c) Non-Residents
6. Continuing Business
7. New Business:
 - a) Sketch Plan Review Proposed 13-Lot Cluster Subdivision Hallowell Road Map 7, Lot 32A
 - b) Revision of the Bowie Hill Subdivision Plan to transfer 7.6 acres of the Retained Land to an Abutter Map 10, Lot 38.
8. Other Business:
 - a) Role and Functions of Town Planner

2. Annual Election of Officers

Bylaws of the Planning Board

Town of Durham, ME 04222

Section 1. Purpose and Scope

The purpose of these bylaws is to establish reasonable rules of procedure for Board meetings and to promote the fair, orderly and efficient conduct of the Board's proceedings and affairs. These bylaws shall govern the Board's practices and procedures except as otherwise provided by law and shall be liberally construed so as to accomplish their purpose.

Section 2. Membership & Officers' - Duties

The Durham Planning Board is to be comprised of five (5) Regular members and two (2) Associate members appointed by the board of Selectmen. Terms will be of 5 years duration with staggered expiration dates. Officers of the Board shall consist of a Chairman, and Vice Chairman to be chosen annually at the first regular meeting in each year by and from among Board members. The Chairman shall preside at all Board meetings and shall have authority to rule on questions of evidence and procedure, to maintain order and determine the course of proceedings, and to take such other action as may be necessary; and not inconsistent with these bylaws or other law to enable the Board to perform its duties and conduct its affairs. The chair also shall, together with the Administrative Assistant, set the agenda for each meeting. In the absence of the Chairman, the Vice-Chairman shall preside and shall have the same authority as the Chairman. An appointed Secretary to the Planning Board shall maintain a permanent record of all Board meetings and all correspondence of the Board, which shall be a public record except as otherwise provided by law. This person shall not be a member of the Board.

Vacancies: Board members who are absent for more than 3 regular meetings without prior notice or prearrangement shall be deemed as having given notice as to their intention to resign their membership on the Board.

Section 3. Meetings

Regular meetings of the Board shall be held on the First Wednesday of each month or as otherwise necessary or required by law. Special meetings

Approved January 4, 2006rev6-09

may be called at the discretion of the Chairman or upon the request of a majority of the Board, provided, however, that notice thereof shall be given to each member and to representatives of the press at least 36 hours in advance and that no business may be conducted other than as specified in said notice.

Notice of all Board meetings shall be given as required by law, and all such meetings shall be open to the public except as otherwise provided by law.

Exception: Site Walk: A site walk is a continuation of the monthly business meeting and may be conducted by representatives duly authorized as representatives of the Planning Board.

No business may be conducted by the Board except at a duly called and noticed meeting or without a quorum consisting of a majority of the Board being present. The order of business at regular meetings shall be as follows:

1. Roll call and determination of a quorum.
2. Amendments to the agenda.
3. Acceptance of Minutes
4. Informational exchange.
 - Town Officials
 - Residents
 - Non-Residents
5. Continuing Business.
6. New Business.
7. Other Business.
8. Adjournment.

Section 4. Hearings

Public hearings of the Board shall be called as required by law or on such other occasions, as a majority of the Board may deem appropriate. Notice of all such hearings shall be given as required by law and shall include the date, time and place of the hearing and a general description of the subject matter.

Approved January 4, 2006rev6-09

The Chairman shall convene all hearings by describing the purpose of the hearing and the general procedures to be followed. The Board may receive any oral or documentary evidence but shall exclude irrelevant, immaterial or unduly repetitious evidence, provided. Every party shall have the right to present its case in the order determined by the Chairman and without interruption, provided, however, that the Chairman may impose such reasonable time limits as may be necessary to ensure that all parties have an adequate opportunity to be heard. In any adjudicatory proceeding, including proceedings on permits or other approvals, every party shall also have the right to submit rebuttal evidence and to conduct cross-examination of any other party through the Chair, provided however, that the Chairman may impose such other reasonable limitations as may be necessary to prevent an abuse of process.

Section 5. Participation and Voting

Any action of the Board shall require the affirmative vote of a majority of its membership unless otherwise provided by law.

No member may participate or vote in any matter in which the member has a conflict of interest or other disqualification as defined by law. Any question of whether a member has such a conflict of interest or other disqualification shall be decided by majority vote of the remaining members.

No member may participate or vote in any adjudicatory proceeding, including proceedings on permits or other approvals, unless the member was present during all hearings thereon.

Associate members may not participate or vote in any matter except as provided herein. If a regular member is absent or disqualified as provided herein, the Chairman shall designate an associate member to serve and to vote in the place of the regular member. Once an associate member serves in the place of a regular member on a particular application or matter, the associate member shall continue to hear and act on this matter until the Board action is completed.

All members who are present and not disqualified as provided herein shall vote in every matter to be voted upon unless excused by the Chairman for good cause shown.

Section 6. Decisions

All decisions of the Board shall be made within the time limits, if any, established by law. All final decisions shall be in writing, shall become a part of the Board's permanent record, and shall, where required by law, include a statement of findings and conclusions and the reasons or basis therefore. All such decisions, together with any electronic recording or transcript of testimony and deliberations and any documents and exhibits offered to the Board, shall constitute the record of the proceedings and shall be a public record, except as otherwise provided by law.

Notice of any decision, if required, shall be given as prescribed by law.

The Board may reconsider any decision at the same meeting or at a subsequent meeting within 30 days of its original decision, provided, however, that both a vote to reconsider and any action taken pursuant thereto shall occur and be completed within said 30 days. Notice of any reconsideration shall be given to any party thereto a reasonable time in advance of the reconsideration. The Board may conduct additional hearings and receive additional evidence and testimony as provided herein.

Section 7. Reconsideration

- A. The board may reconsider any decision. The board must decide to reconsider any decision, notify all interested parties and make any change in its original decision within 30 days of its prior decision. The board may conduct additional hearings and receive additional evidence and testimony.
- B. Reconsideration should be for one of the following reasons:
 - 1. The record contains significant factual errors due to fraud or mistake regarding facts upon which the decision was based; or
 - 2. The board misinterpreted the ordinance, followed improper procedures, or acted beyond its jurisdiction.

Section 8. Conflict with Laws

Any conflict or inconsistency between these bylaws and any applicable law shall be resolved in favor of the law.

Section 9. Waivers; Amendments

These bylaws, or any provision thereof, may be waived on any occasion by majority vote of the Board unless otherwise provided by law. These bylaws may be amended at any time in writing by majority vote of the Board after notice and public hearing on the proposed amendment.

4. Acceptance of the Minutes of Prior Meetings (January 5, 2022, February 2, 2022, April 6, 2022)

**TOWN OF DURHAM
PLANNING BOARD
MEETING MINUTES
January 5, 2022**

1. Call to Order

2. Roll Call

Planning Board members present: Juliet Caplinger, Vice Chair; Wesley Grover; Allan Purinton; Ron Williams; John Talbot (Alternate); and Tyler Hutchison (Alternate).

Absent: Anne Torregrossa, Chair

3. Continuing Business:

a) Brickyard Hill Subdivision - Tabled

b) Stone X Gravel Pit, Conditional Use Permit: **Approved**

4. Other Business:

The Planning Board Approves minutes from: 7-7-21; 8-4-21; 9-1-21; 10-6-21; 11-3-21; and 12-1-21.

5. Adjourn

**TOWN OF DURHAM
PLANNING BOARD
WORKSHOP MINUTES
(Meeting Held Remotely via Zoom)**

FEBRUARY 2, 2022

Planning Board members in attendance: Anne Torregrossa, Chair; Juliet Caplinger, Vice Chair; Allan Purinton; and John Talbot.

Also in attendance: George Thebarger, Durham Town Planner

The Planning Board provided input on the draft amendments to the Durham Land Use Ordinance and Zoning Map. The Board recommended that the approval of private ways outside of subdivisions be reviewed and approved by staff instead of the Planning Board.

The Planning Board also indicated that they thought the Durham Select Board should conduct the public hearing on the amendments.

PB 4/6/22

Meeting to order and introduction

Procedural issue

1. Posted as being on zoom (it is not)
2. Notes do not appear on website or anywhere else

Vote to table

1. Unanimous
2. Reschedule to May

Anne stepping down as chair

1. Will stay on board for a short time
2. George stepping up to help with decisions
3. Next meeting have to vote for replacement
4. If Allan was to take on position would be will there be a secretary and logistical
5. Will a staff person step up as secretary
 1. Interim town manager
6. Select board talked about potential replacement for it support to do it as a trial basis to see that it's a good fit
7. Will reach out to town manager to see about those questions
8. John possibly interested, but defers to Allan
9. George will continue supporting the board

Are we upgrading technology in the town office to support us moving forward?

Juliet proposes a workshop since we have a lot of things to discuss.

1. Subdivision and subdivisions upcoming
2. Comprehensive plan needs looking at
3. Bring public in to bring up concerns
4. Proposed for April

Decided as Tuesday, April 26th @ 6PM for in person.

Juliet will circulate ideas

1. Are we tackling road ordinance again
2. Are we starting with comp plan
3. Are we looking at real zoning
4. Discuss outreach to other boards
 1. Outline of potential contacts and reasons
 2. Not inviting them to this workshop, but will draft topics of discussion
5. Discuss resource protection topics and starting earlier in the meeting
 1. Start with reviewing plan
6. Should town manager be there?
7. Define two or three goals before next town meeting

1. Is it resource protection? Who gets involved? A consortium?
2. How do our ordinance line up with our comp plan?
 1. Huge gigantic topic
3. Workshop one to define that goal
8. More planning board at this stage
 1. But would like to hear from the public
 2. 30 minutes or so at the meeting for public comment
 3. We can add agenda before this comes up
9. What do we think the planning board's agenda should be before next town meeting?

Check on fee schedules and appeals provisions were eliminated, article 17 was revised with authority of board of appeals to modify decisions.

Mike Morse is not currently doing the research. George has prepared GIS survey information and habitat data and will determine which of this data will be applicable. No individual property analysis but just applies information to the zoning

1. Take a look at what's in the comp plan vs what's in the proposal
2. Conservation commission needs assistance for resource protection zoning to understand with others
3. Are we concerned that the data in phase II is not sufficient or accurate?
4. Review report might be the place to start
5. Who is going to do that? To be discussed at the workshop

Debbie Oliver

1. Sat at select board meeting last night
2. To select town manager
3. Have a meeting about process with all the boards
4. Town will be involved in the hiring process - through application
5. People at the table felt like they were heard and the town manager was very involved
6. 21 years ago came in a development, so mixed feelings

Somebody coming for IT support

George will do his best for IT support

Next meeting for May 3rd

Vote to close

2nd Juliet

3rd Wes

5. Informational Exchange:

a. Town Officials

i. Town Planner

- Outcomes of April 2 Town Meeting
- March 28 Memo to Select Board on Growth Related Issues



TOWN OF DURHAM
630 Hallowell Road
Durham, Maine 04222

**Office of Code Enforcement
and Planning**

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

MEMO TO: Kevin Nadeau, Select Board Chairman
Mitch Berkowitz, Interim Town Manager
FROM: George Thebarg AICP, Town Planner
DATE: March 28, 2022
RE: Impacts of Growth Comments

At the March 15 Select Board meeting, members of the public raised concerns about the review of proposed subdivisions in terms of potential impacts on schools. I have reviewed the relevant provisions of the Durham Land Use Ordinance and want to provide information to advise the Select Board of the limits on authority of the Planning Board to address potential impacts on schools as a review criterion.

The only current reference to the potential impact of development on schools is a requirement to notify the School Superintendent of a proposed subdivision with a request for indication of the capacity of the District to accommodate students from the new subdivision:

*H. **Determination of Completeness:** Upon determination that a complete application has been submitted for review, the Board shall notify the applicant in writing. The Board shall also notify the Road Commissioner, Fire Chief and Superintendent of Schools of the proposed subdivision, the location of the proposed subdivision and the number of dwelling units proposed and the length of roadways. The Board shall request that these officials comment upon the adequacy of their department's existing capital facilities to service the proposed subdivision. The Board shall determine whether to hold a public hearing on the preliminary plan application and whether to conduct a site walk. [Emphasis added]*

The Land Use Ordinance provides no criteria or standards for measuring impacts on schools or for imposing approval conditions that can be applied by the Planning Board in its decisions.

State law does provide for the enactment of a system of impact fees to help pay for anticipated infrastructure expansion to accommodate growth, including impact fees for school expansions. There are specific requirements and limitations on the application of impact fees, however, and a process must be conducted apart from any subdivision review that will apply the impact fee to all new housing in the community, not just new homes in subdivisions. The law also requires that impact fees be proportional to the impact on the school facilities of the development and that funds collected be applied to planned expansions within a “reasonable time frame.” If the fees

are not expended within that specified time frame, they must be returned. A typical time frame for expenditure would be up to 10 years.

On another growth-related issue, former Planning Board Chairman John Simoneau sent an email expressing the potential need to consider the addendum in the comprehensive plan related to consideration of a moratorium on issuance of new home permits and subdivision approvals until a new growth management plan can be developed if certain levels of activity are reached.

Up until 2019, Durham had a growth management ordinance in place that limited new home starts to 45 per year. There was no limit on the number of subdivision lots, but there was a restriction on the size of subdivisions outside the Southwest Bend Growth District (max of 5 lots) that was never enforced by the Planning Board. The limit on building permits was probably invalid because the State had determined that the 2002 comprehensive plan upon which it was based was not consistent with State requirements for comprehensive plan development. Both the Growth District and Ordinance were repealed in 2019 with adoption of the new comprehensive plan that was approved by the State.

Addendum 1 of the 2018 Comprehensive Plan calls for consideration of a moratorium and new growth management plan if the number of new home starts exceeds 45 in any given year or the number of lots approved by the Planning Board exceeds 100. At that point the Town will want to do a study of what would be required for an effective growth management plan with limits that would meet State requirements.

I do not have access to the building permit records for last year, but I suspect it was less than half of the 45 that would trigger consideration of the growth management addendum. I know that the Planning Board approved two subdivisions last year with a total of 19 lots. They also vacated a subdivision with 8 lots. We will continue to monitor development levels and advise the Boards if activity increases to the point that action should be considered.

7. New Business:

a. Sketch Plan Review Proposed 13-Lot Cluster Subdivision Hallowell Road Map 7, Lot 32A

TOWN PLANNER COMMENTS:

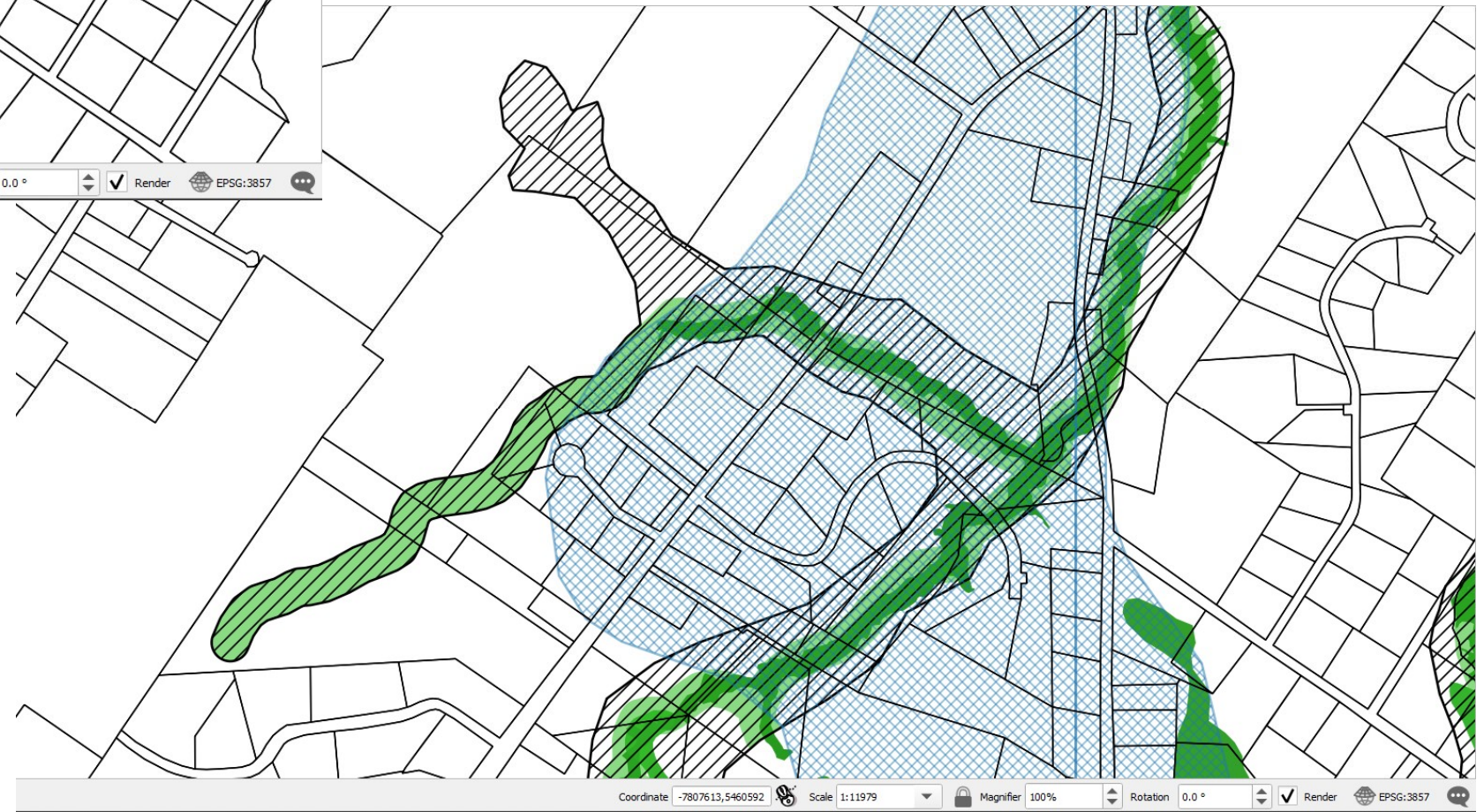
1. The applicant is seeking sketch plan review of a cluster subdivision.
2. Sketch plan review is an opportunity for the applicant and Board to informally discuss pursuit of a subdivision development plan on the subject property.
3. General information related to the property in question is provided to have an informed discussion.
4. The main purpose is to ensure that the applicant and Board are “on the same page” in terms of ordinance requirements and the subdivision review process.
5. The meeting also provides opportunities to flag key issues that will come up during a future application process, which on this property include:
 - a. Access to the site from Hallowell Road;
 - b. A major stream crossing on a feeder to Dyer Brook and an existing stream crossing that constrains flow of the brook;
 - c. Proposal to do a cluster subdivision, which requires a more detailed site concept plan at the sketch plan stage;
 - d. Net residential area in terms of number of lots and required open space;
 - e. Relationship of the lots to the proposed open space;
 - f. Useability of the proposed trail system and potential for interconnection with other trails and open space;
 - g. Suitability of all proposed building sites in terms of slopes, setbacks, and soil suitability;
 - h. Access to and future development of land to be retained by the applicant;
 - i. Location of the property within the wellhead protection area of the elementary school;
 - j. Scheduling of a site walk prior to preparation and submission of a preliminary site plan application; and,
 - k. Status of a court order on past violations of the Land Use Ordinance on this property.
6. Sketch plan review is also an opportunity to explore any intention of the applicant to request any waivers of procedures, submissions, or performance standards and general reasons for doing so.
7. No notice to abutting property owners is required at this informal stage of the subdivision review process.
8. No decisions, either express or implied can be made at this stage of the review process.

GIS ANALYSIS
Proposed Hallowell Rd Subdivision
March 2022
G Thebarga, Durham Town Planner



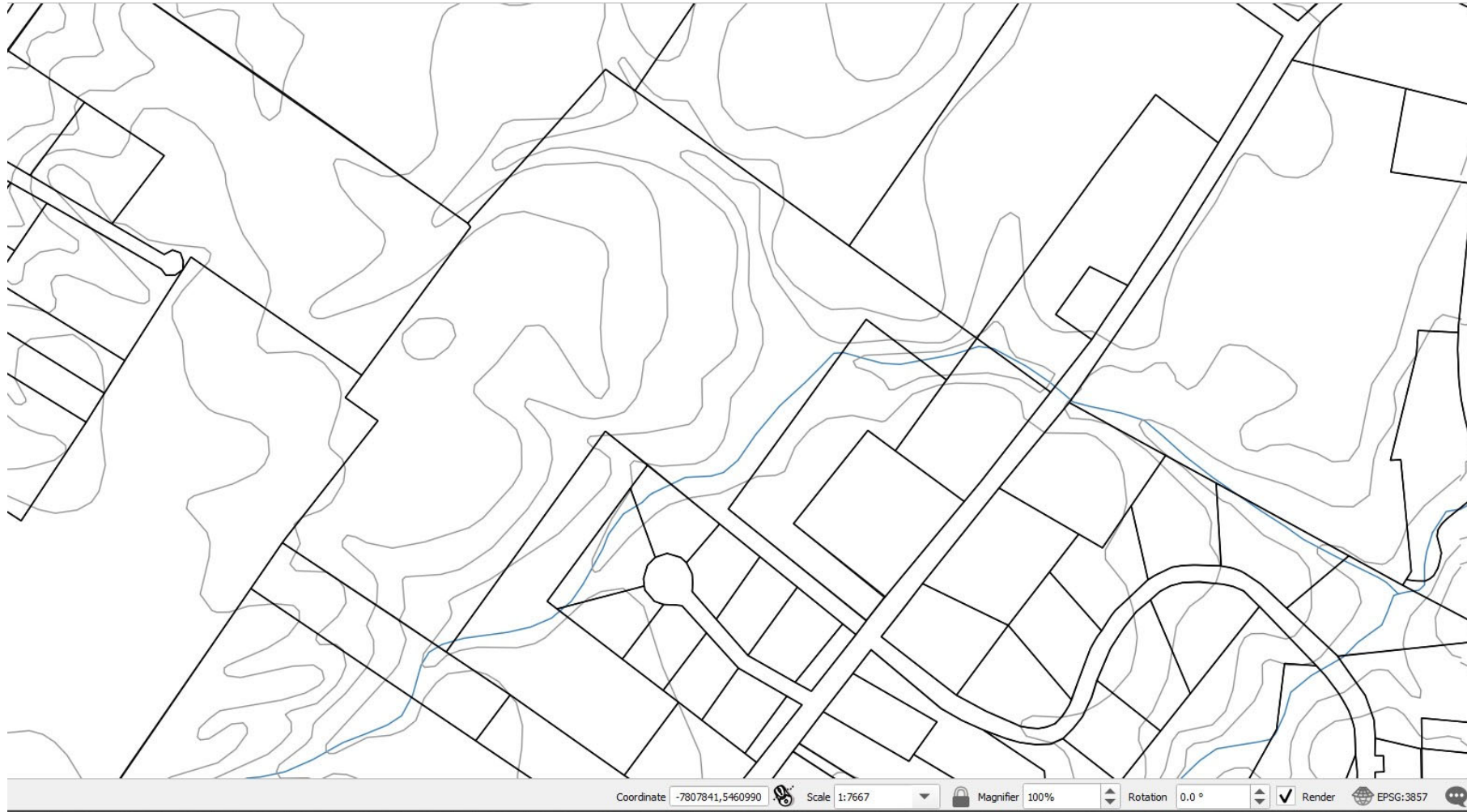
SUBJECT PARCEL

- Existing Resource Protection District 2021
- Aquifer Protection District (AP)
- Proposed Resource Protection (RP) District
 - 100-Year Floodplains
 - Androscoggin River Shoreland Zone
 - Runaround Pond Shoreland Zone
 - 100-Ft Stream Buffer
 - BwH 10-A + Wetlands
 - Waterfowl & Wading Bird Habitat
 - BwH 6+Multiple Resources

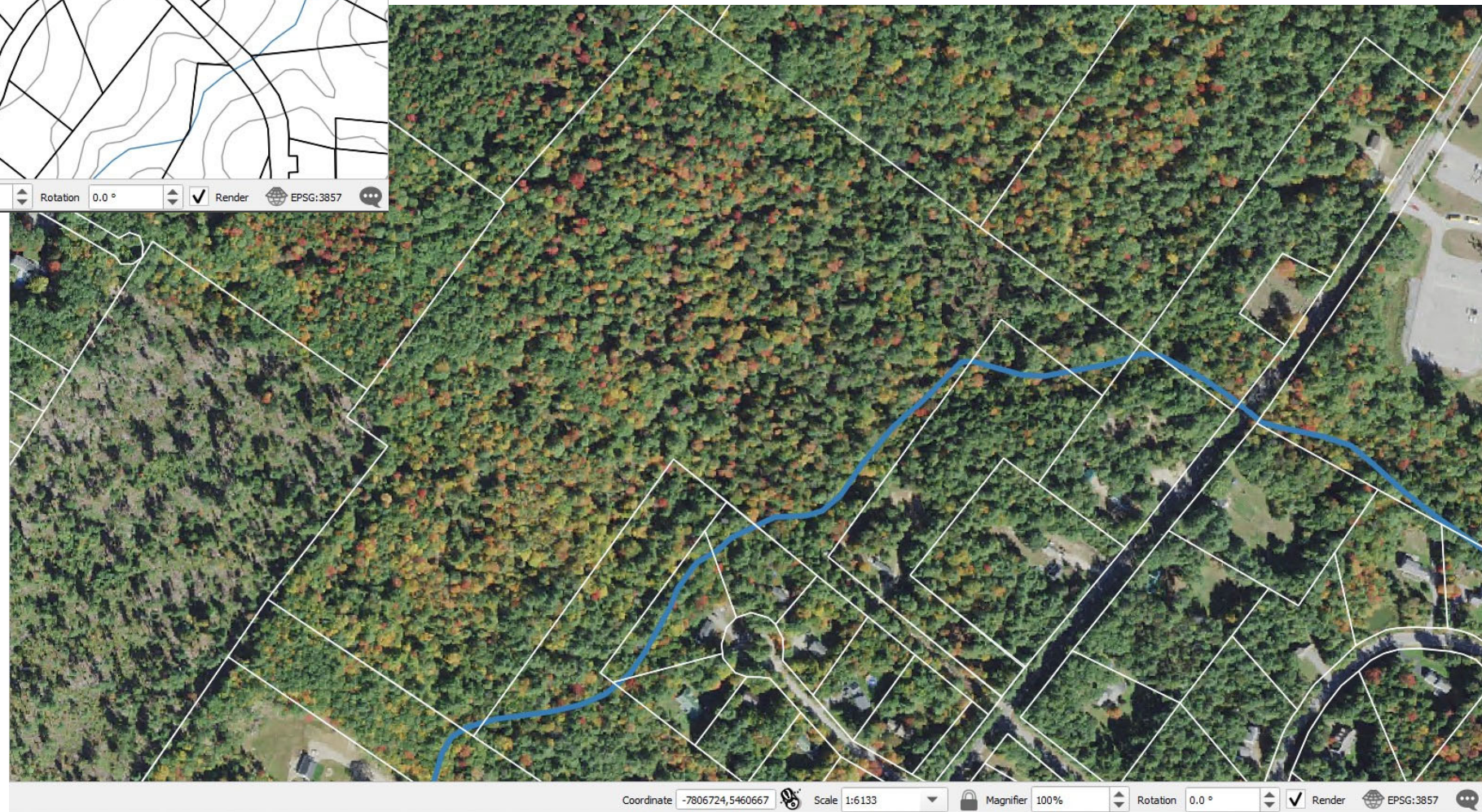


EXISTING &
PROPOSED ZONING

GIS ANALYSIS
Proposed Hallowell Rd Subdivision
March 2022
G Theborge, Durham Town Planner



USGS TOPO & HYDROLOGY



AIR PHOTO

REFERENCES

- Final revised plan of Timber Oaks subdivision made for Dewitt Corp. by Brian Smith Surveying, Inc. dated 7/25/1988 and recorded in the Androscoggin County Registry of Deeds in Plan Book 34, Page 32.
- Plan of property survey made for Russell A. Wing, Sr. et al., by Wright & Pierce, dated 12/9/1963 and recorded in the Androscoggin County Registry of Deeds in Plan Book 16, Page 36.
- Noyes plan of Royalsborough, dated 5/22/1766, an image of which was found at the United States Library of Congress Division of Maps, with a recording stamp date of 11/8/1935, and with several catalogue numbers including "74-694805," "480192," and "G3734-D8G46-1766-N6-Vault."
- Layouts of Route 9 as recorded in the Cumberland County Commissioners records in Volume 3, Page 329 dated 1805 (no width given) and in the Androscoggin County Commissioners Records in Volume 4, Page 575 dated 1909 (varying widths).
- Plan of Foxboro Woods subdivision made for Coastal Construction Services and Bowie Home Construction by Brian Smith Surveying, Inc. dated 6/12/2002 and recorded in the Androscoggin County Registry of Deeds in Plan Book 42, Page 85.

EASEMENTS OF RECORD

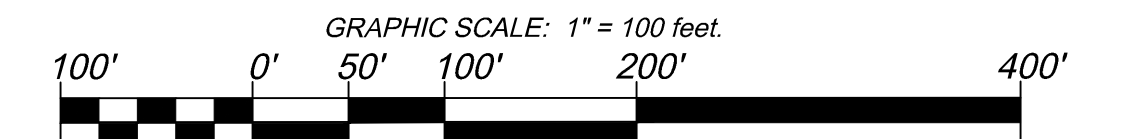
- Utility easement as recorded in the Androscoggin County Registry of Deeds in Book 5919, Page 338.
- Fifty foot wide common right of way over Parcel 32A for access to lot 32L, as recorded in the Androscoggin County Registry of Deeds in Book 9381, Page 313.

NOTES

- Bearings are based upon those shown on the plan in Reference #1.
- Equipment used: Nikon DTM 520 Total Station Theodolite and internal data collector.
- The right of way limits of Route 9 shown hereon are based upon those shown on the plan in Reference #1, and the monuments found along said way as shown hereon. This surveyor was unable to re-locate the way as it is specifically described in the layouts in Reference #4, due in part to a lack of original monumentation and the poor quality of the descriptions in said layouts. The surveyor believes that the remains of the existing old stone walls located along portions of the way are the best existing evidence of the long standing occupied right of way limits in those locations (reference is made to M.R.S.A. Title 23, Chapter 301, Subchapter 6, SS 2952). The plan in Reference #1 appears to use those walls to best fit a four rod wide right of way along the frontage of the locus parcel reasonably well, and those limits have been held as an assumed/apparent edge of right of way for the purposes of this survey.
- The area lying between the remains of existing wire fence and the apparent northwesterly boundary line of the locus parcel (and of the Timber Oaks subdivision shown on the plan in Reference #1), along land now or formerly of Seth L. Pruzansky, shown hereon as being defined by large uncut stones and granite fence posts as they run, appears to be an area of questionable title. This surveyor believes that the uncut stones and granite fence posts represent the best evidence of the long standing possession/occupation line. However, the wire fence line running just southwesterly of the stones also appears to represent a potential line of long standing possession/occupation, as evidenced by its use as a boundary line on the plan in Reference #2. This surveyor recommends review by an attorney, and the establishment of this boundary (if possible) by quit-claim deed exchange between abutting property owners and any other relevant parties.
- This surveyor believes that the remains of stone wall and/or wire fence lines as they run along lands now or formerly of Marsteller, St. Amand and Morse, represent physical evidence of long standing lines of possession/occupation, and the best evidence existing today of the location of these boundaries. Courses and distances shown hereon are for area and closure calculations, and to indicate major angle points in the wall and fence remains as located.
- The area lying between the existing wire fence line remains, and the line defined by iron pipes, shafts and pins (of varying descriptions), along land now or formerly of Herling as shown hereon, appears to be an area of questionable title. The wire fence line (which is described in the locus deeds beginning in 1924 in Book 346, Page 292) appears to have been mostly removed, and the surveyor was only able to locate a few short segments of that fence (as shown hereon). It appears likely that the line of iron pipes, shafts and pins was established at some time after 1924, since the deed states that the description was taken from a survey made that day by William Plummer, C.E., and it seems likely that if the pins had existed at the time of this survey, Mr. Plummer would not have found them and noted them as being an evident line of occupation. The line of pipes, shafts and pins appear to be of significant age and to represent the current line of possession/occupation along this boundary. A deed in the Herling chain in Book 2479/160 dated 1989 calls for an "iron" to have been set at each of the corners of Herling that about the locus parcel. Since some of the pins found on the common line are about 100 feet from the line of pins and corner pins were set at or near the time of this deed over 33 years ago. For these reasons, the surveyor recommends review by an attorney and the establishment of this boundary (if possible) by quit-claim deed exchange between abutting property owners, and any other relevant parties.
- The deed creating Tax Map 7 Parcel 32L, from Dewitt Corp. to Dewitt Builders, Inc., contains a metes and bounds description that has a relatively large closure error. That parcel as shown hereon, is based in part upon a composite of the courses and distances stated in said deed, a call for a 50' right of way, and unrecorded documents found on file at the Durham Town Office, describing a similar but smaller 5.06 acre parcel surveyed by Daniel T. C. Lapointe. The lines as shown hereon for this parcel are therefore recommended for agreement.

LEGEND

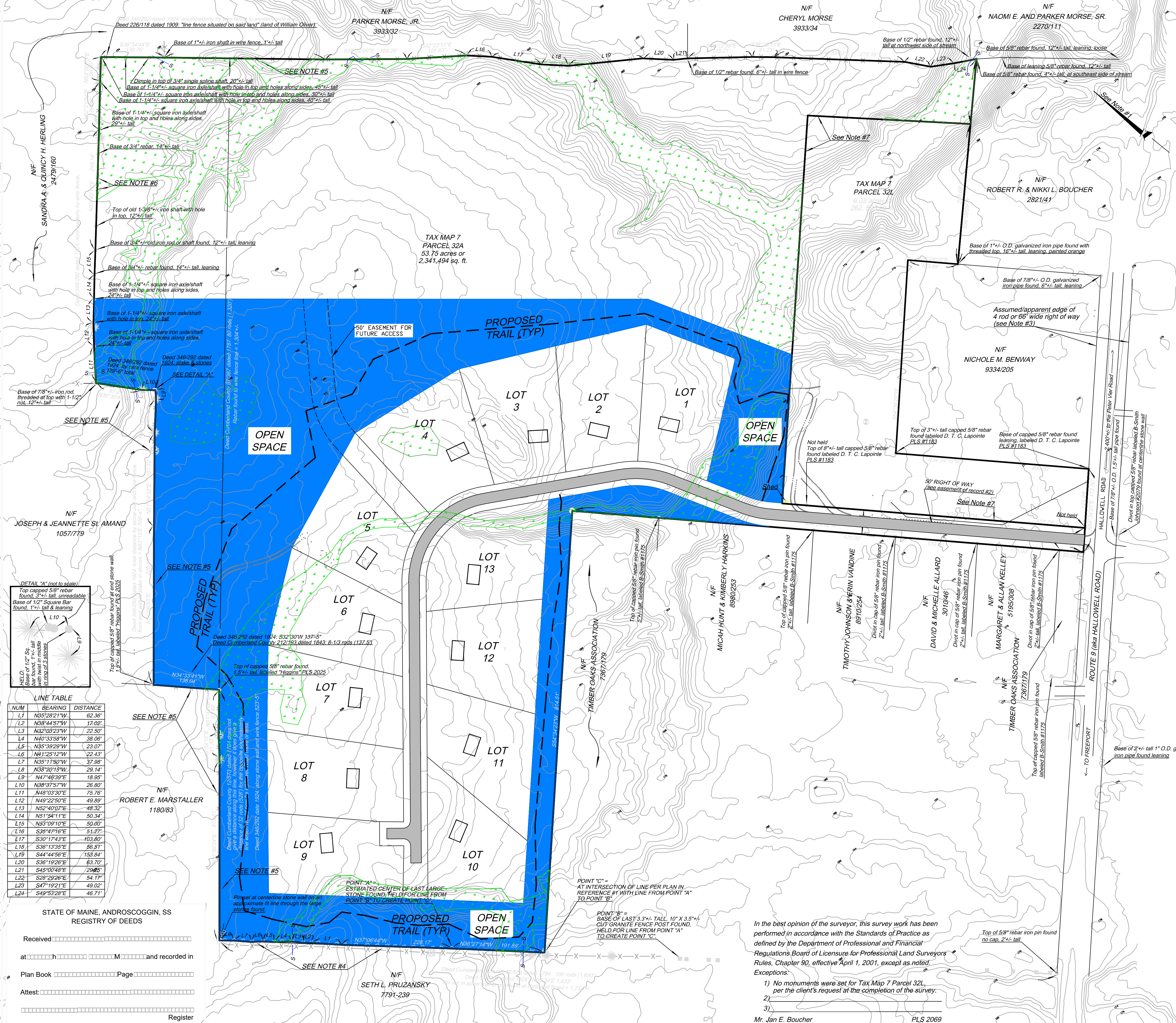
- IRON PIPE OR PIN FOUND, AS NOTED
- IRON PIN SET (capped 5/8" rebar labeled "Cornerstone PLS 20689")
- EXISTING UTILITY POLE FOUND
- EXISTING GUY ANCHOR FOUND (not all located/shown)
- CONIFEROUS TREE WITH WIRE FENCE FOUND
- DECIDUOUS TREE WITH WIRE FENCE FOUND
- BASE OF TALL, OLD CUT GRANITE FENCE POST FOUND
- DRILLED WELL CASE FOUND
- EXISTING LARGE DIAMETER STONE FOUND
- REMAINS OF BARBED AND/OR BOX WIRE FENCE FOUND (see Notes #3, 4, 5, and 6)
- REMAINS OF STONE WALL FOUND
- APPROXIMATE EDGE OF EXISTING PAVEMENT
- APPROXIMATE EDGE OF EXISTING GRAVEL DRIVE OR WOODS ROAD/TRAIL
- APPROXIMATE EDGE OF TREELINE (not all located or shown)
- APPROXIMATE LOCATION OVERHEAD UTILITIES (not all located/shown)
- APPROXIMATE LOCATION OVERHEAD UTILITIES (not all located/shown)
- N/F NOW OR FORMERLY OF



BOUNDARY SURVEY
Prepared for
DEAN SMITH

Owner of record of Parcel 32A = Dean Smith per deeds recorded in the Androscoggin County Registry of Deeds in Book 9388, Page 325.
Owner of record of Parcel 32L = Dean Smith, Inc. per deed recorded in the Androscoggin County Registry of Deeds in Book 9381, Page 313.
Project address: Route 9, Durham, Maine 04222.
Date: January 31, 2018, Job #201718, Field Book D-13
Prepared by

CORNERSTONE PROFESSIONAL LAND SURVEYING, INC.
28 CORNERSTONE DRIVE
BOWDOIN, MAINE 04287
www.cornerstoneprofessionallandsurveying.com
tel: 1-207-666-8015



LINE TABLE

NUM	BEARING	DISTANCE
L1	N83°22'21"W	62.36'
L2	N84°45'57"W	17.02'
L3	N32°03'23"W	22.50'
L4	N40°33'58"W	38.06'
L5	N35°39'29"W	23.07'
L6	N41°23'12"W	22.43'
L7	N35°11'56"W	37.58'
L8	N38°01'59"W	29.14'
L9	N47°49'39"E	18.95'
L10	N38°37'57"W	26.80'
L11	N48°03'30"E	75.76'
L12	N49°22'50"E	49.89'
L13	N52°40'07"E	48.32'
L14	N51°58'11"E	50.34'
L15	N53°09'01"E	50.80'
L16	S38°49'16"E	51.27'
L17	S30°17'43"E	103.80'
L18	S36°13'35"E	66.51'
L19	S44°44'56"E	153.84'
L20	S36°19'26"E	63.70'
L21	S43°03'46"E	29.85'
L22	S23°02'46"E	54.17'
L23	S47°19'21"E	49.02'
L24	S49°53'28"E	46.71'

STATE OF MAINE, ANDROSCOGGIN, SS
REGISTRY OF DEEDS

Received _____
at _____ M _____ and recorded in
Plan Book _____ Page _____
Attest: _____
Register

In the best opinion of the surveyor, this survey work has been performed in accordance with the Standards of Practice as defined by the Department of Professional and Financial Regulations Board of Licensure for Professional Land Surveyors Rules, Chapter 90, effective April 1, 2001, except as noted.

Exceptions:

- No monuments were set for Tax Map 7 Parcel 32L, per the client's request at the completion of the survey.
-
-

Mr. Jan E. Boucher PLS 2069

HALLOWELL ROAD SUBDIVISION

**TOWN OF DURHAM, MAINE
SKETCH PLAN APPLICATION**

**PREPARED FOR:
STONEX LANDSCAPING & EXCAVATION**

**PREPARED BY:
CHARLIE BURNHAM P.E.
241 ROWE STATION ROAD
NEW GLOUCESTER, MAINE
04260**

March 2022

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Application Form

Project Narrative

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Attachment B – Tax Assessor’s Map

Attachment C – Soil Survey

Attachment D – P&S Agreement

Attachment E – Sketch Plan



TOWN OF DURHAM
630 Hallowell Road
Durham, Maine 04222

**Office of Code Enforcement
and Planning**

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

SUBDIVISION SKETCH PLAN REVIEW APPLICATION AND CHECKLIST

A. Owner & Developer

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

Property owner: Dean Smith Property developer: Jack Doughty

Address 98 Patriot Way Address: 231 Flying Point Road
Durham, Maine Freeport, Maine

Telephone number: 207 831-9872 Telephone number: 207 713-4286

Email address: _____ Email address: stonexmaine@gmail.com

B. General Property Information

Property location: Hallowell Road

Tax Map/Lot numbers: Map 7 Lot 32A

Current zoning: Rural Residential and Agricultural

Is all of the property being considered for development? _____ YES NO

C. Development Information

Name of proposed development: Stoney Brook

Number of proposed lots: 13 Acreage of parcel to be developed: 44.94

When is construction being considered (year & season)? Summer 2022

SUBMISSIONS CHECKLIST ON REVERSE SIDE

Sketch Plan Review Application & Checklist

D. Submissions Checklist

This sketch plan application form;

A copy of a portion of the USGS topographic map of the area showing the outline of the proposed subdivision;

A copy of that portion of the Androscoggin County Soil Survey covering the proposed subdivision, showing the outline of the proposed subdivision;

A copy of the relevant Assessor's Map(s) showing the outline of the proposed subdivision;

A map drawn to scale showing site conditions such as steep slopes, wet areas and vegetative cover in a general manner.

A map drawn to scale showing the proposed layout of streets, lots, buildings, other improvements, and any proposed common areas in relation to existing conditions; and,

A written project narrative report with general information to describe or outline the existing conditions of the site, development constraints and opportunities, and a full description of the proposed development.

Will this be a cluster subdivision under Section 6.33? _____ YES _____ NO

E. Cluster subdivision additional requirements:

The sketch plan submission includes a conceptual site plan meeting the requirements of Section 6.33.B.1.

Each specific home site is shown on the site plan to be an element of an overall plan for site development.

The conceptual site plan illustrates the placement of buildings and their relationship to open spaces, pedestrian paths, and roads.

The conceptual site plan illustrates where open space will serve the multiple purposes of:

Preserving natural features of the land;

Providing recreational opportunities; and,

Maximizing the value and enjoyment of homes in the subdivision.

PROJECT NARRATIVE

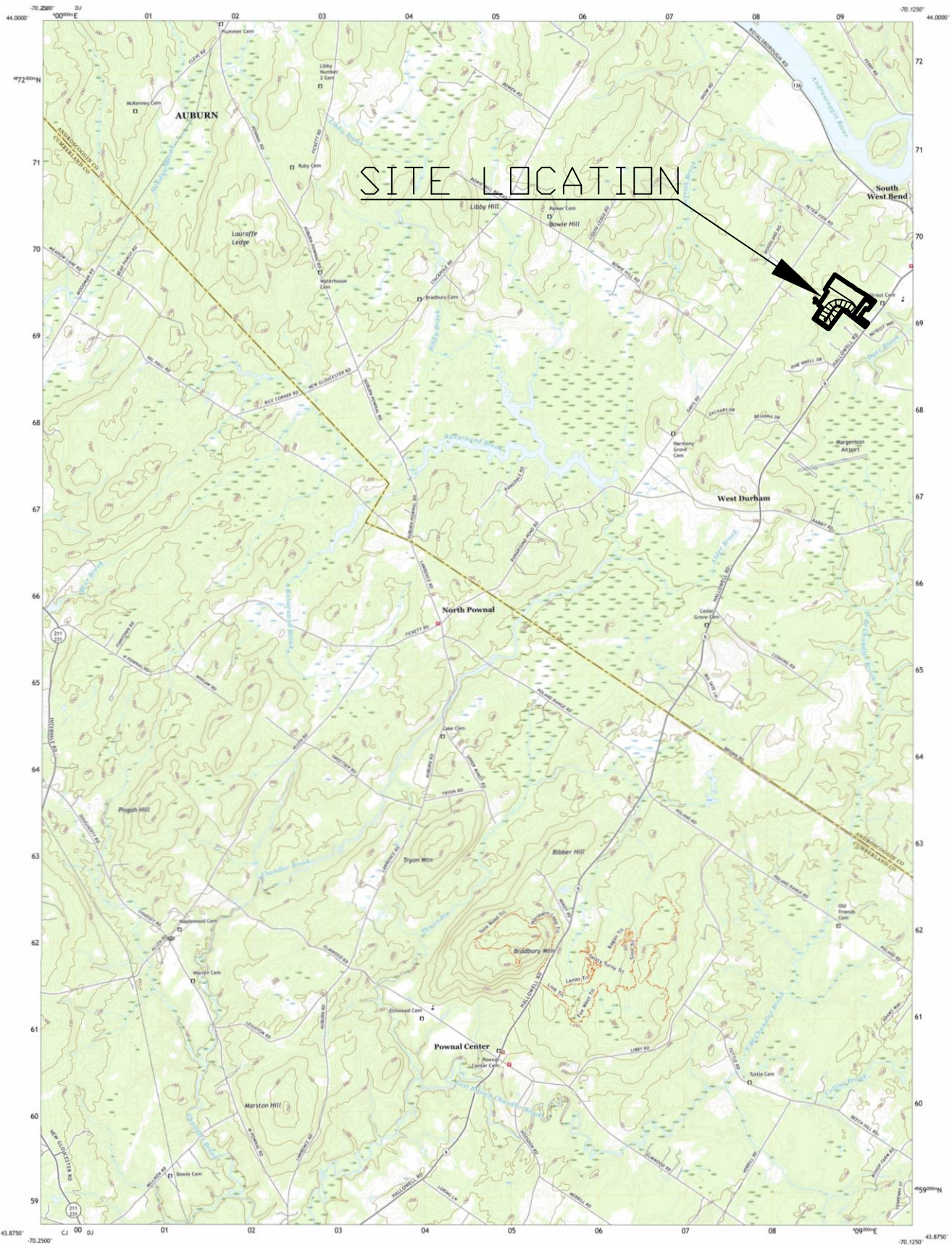
The following application is for a thirteen-lot subdivision off Hallowell Road. The site is currently used as a laydown/stockyard for contractor. There is an existing gravel road that runs across the site. The southern end of the property has a very defined stream running along it. The stream will need to be crossed to access the site. The proposed subdivision is a clustered layout with each lot being at least 45,000 square feet. The open space wraps around the perimeter of the site and includes the areas along the stream. The intent is to protect the more vulnerable areas and develop on the higher central land.

The land currently has a judgement on it, but the hope is that will be resolved soon.

There is an existing stream crossing that we intend to remove as part of this project. The proposed crossing will be sized to handle a 100-year storm for the entire drainage area.

A wetland delineation was performed during January of this year. The final report is still pending, but his initial findings are shown in the attached Sketch Plan.

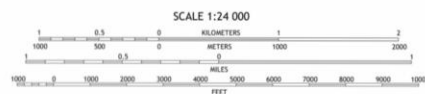
ATTACHMENT A



Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84), Projection and
1 000 meter gT Universal Transverse Mercator, Zone 19T
This map is not a legal document. Boundaries may be
generalized for this map scale. Private lands within government
reservations may not be shown. Obtain permission before
entering private lands.

Imagery:.....USGS, September 2018 - October 2018
Base:.....U.S. Census Bureau, 2017
Names:.....National Hydrography Dataset, 2003 - 2019
Contours:.....National Elevation Dataset, 2011 - 2019
Boundaries:.....Multiple sources, see metadata file, 2011 - 2019
Wetlands:.....FWS National Wetlands Inventory 2001 - 2004



CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standard.



1	2	3	1 Minot
4	5	6	2 Libson
7	8	9	3 Libson Falls North
			4 Gray
			5 Libson Falls South
			6 Cumberland Center
			7 Farnsworth
			8 Freeport

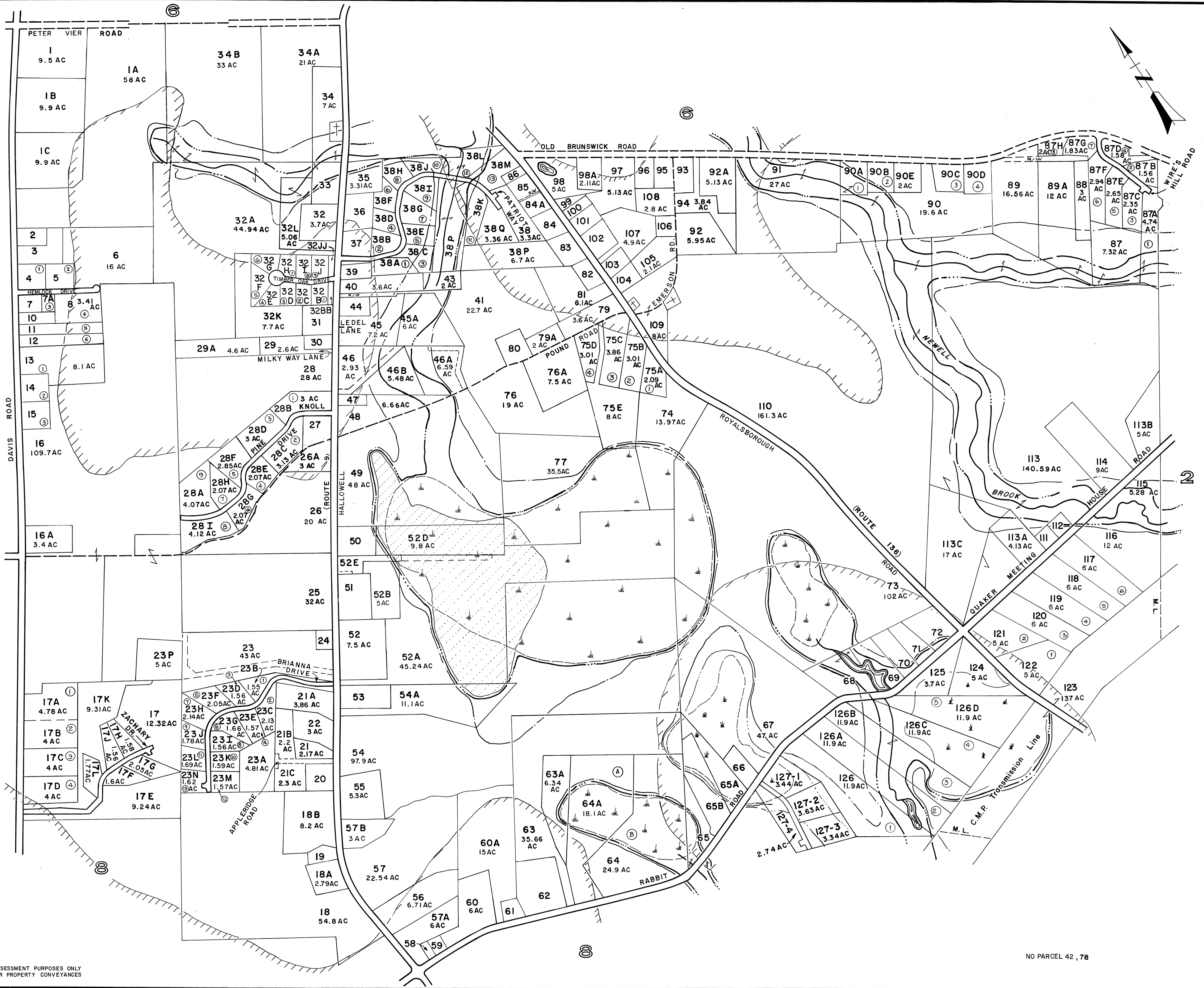
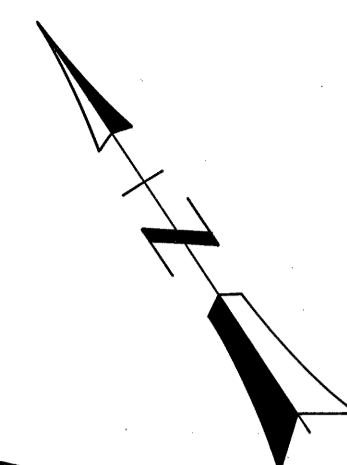
ROAD CLASSIFICATION

Expressway	Local Connector
Secondary Hwy	Local Road
Ramp	RWD
Interstate Route	US Route
	State Route

ATTACHMENT B

11

10



NO PARCEL 42, 78

FOR ASSESSMENT PURPOSES ONLY
NOT FOR PROPERTY CONVEYANCES

PREPARED BY PHOTOGRAMMETRIC METHODS BY
JOHN E. O'DONNELL & ASSOCIATES
AUBURN, MAINE

1975

LEGEND
ADJACENT SHEET NO.
COMMON OWNERSHIP
DEVELOPMENT LOT NO.
SCALED DIMENSION

12
OR
2
±

PROPERTY MAP
DURHAM
MAINE

SCALE IN FEET
0 500 1000

7

ATTACHMENT C



United States
Department of
Agriculture

NRCS

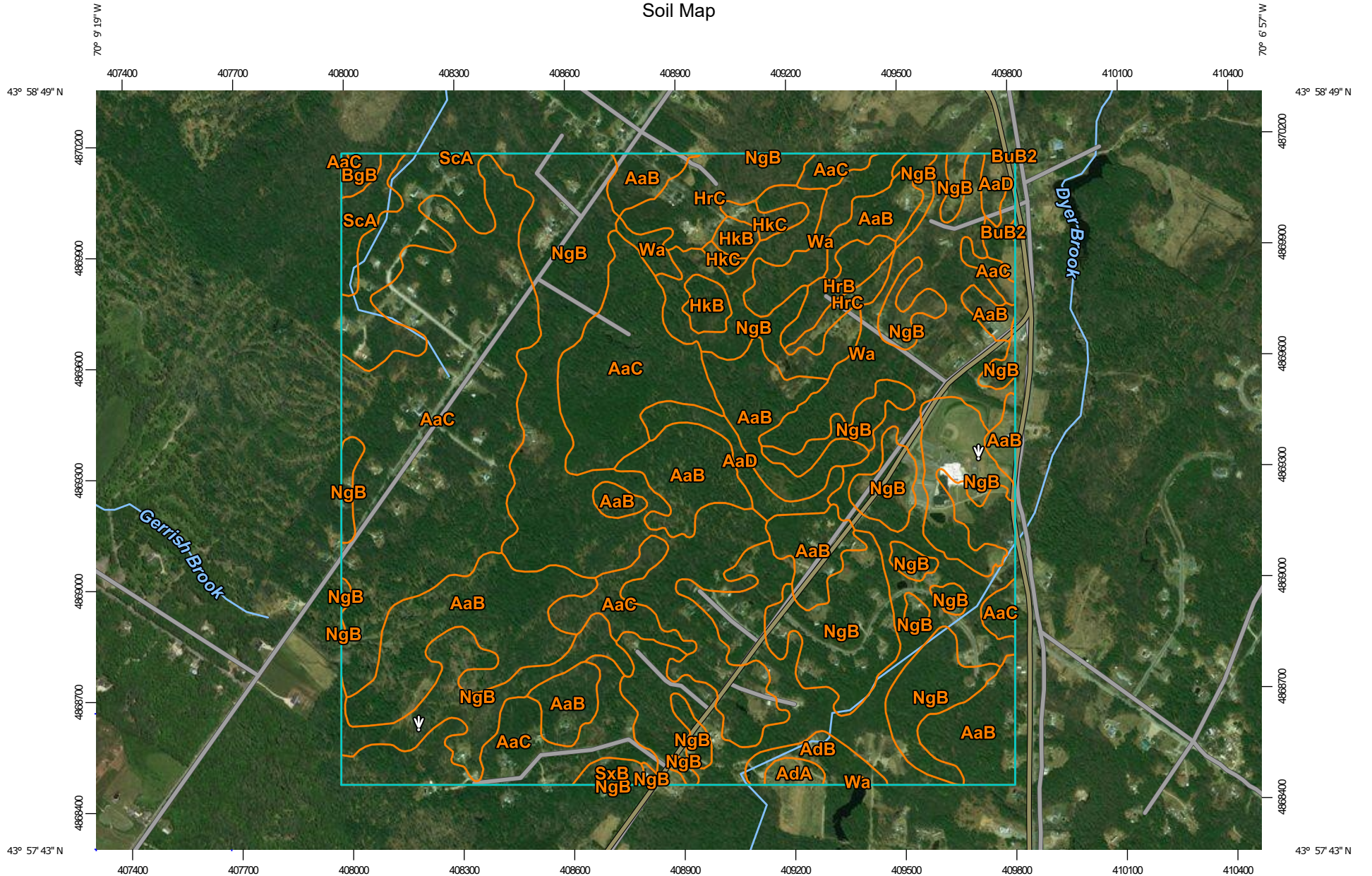
Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

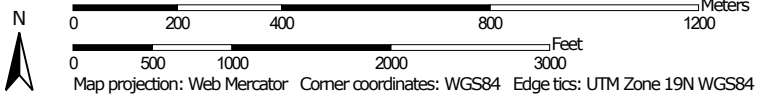
Custom Soil Resource Report for Androscoggin and Sagadahoc Counties, Maine



Custom Soil Resource Report Soil Map



Map Scale: 1:14,500 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

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

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

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

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

Soil Survey Area: Androscoggin and Sagadahoc Counties, Maine
 Survey Area Data: Version 22, Aug 30, 2021

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

Date(s) aerial images were photographed: Dec 31, 2009—Oct 13, 2016

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AaB	Adams loamy sand, 0 to 8 percent slopes	121.4	15.7%
AaC	Adams loamy sand, 8 to 15 percent slopes	192.2	24.8%
AaD	Adams loamy sand, 15 to 30 percent slopes	11.9	1.5%
AdA	Agawam fine sandy loam, 0 to 2 percent slopes	2.5	0.3%
AdB	Agawam fine sandy loam, 2 to 8 percent slopes	6.3	0.8%
BgB	Nicholville very fine sandy loam, 0 to 8 percent slopes	2.3	0.3%
BuB2	Lamoine-Buxton complex, 0 to 8 percent slopes	3.2	0.4%
HkB	Hinckley gravelly sandy loam, 0 to 8 percent slopes	6.3	0.8%
HkC	Hinckley gravelly sandy loam, 8 to 15 percent slopes	4.4	0.6%
HrB	Lyman-Tunbridge complex, 0 to 8 percent slopes, rocky	6.8	0.9%
HrC	Lyman-Tunbridge complex, 8 to 15 percent slopes, rocky	20.7	2.7%
NgB	Ninigret fine sandy loam, 0 to 8 percent slopes	253.2	32.7%
ScA	Scantic silt loam, 0 to 3 percent slopes	6.9	0.9%
SxB	Sutton loam, 0 to 8 percent slopes	2.7	0.4%
Wa	Walpole fine sandy loam	134.0	17.3%
Totals for Area of Interest		774.7	100.0%

ATTACHMENT D

MAINE LAND PURCHASE AND SALE CONTRACT

I. **The Parties.** This Land Purchase and Sale Contract ("Agreement") made on December 7th, 2021 ("Effective Date") is between:

Buyer: Jack Doughly ("Buyer") with a mailing address of 231 Flying Point Rd, City of Freeport, State of Maine who agrees to buy,

AND

Seller: Dean Smith ("Seller") with a mailing address of 98 Patriot Way, City of Durham, State of Maine, who agrees to sell and convey the real property described in Section II. Buyer and Seller shall be collectively known as the "Parties."

II. **Legal Description.** The real property is described as vacant land with a total gross area of 35 +/- Acres (AC). The real property is further described as:
Street Address:

735 Hallowell Rd

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"):
007-032-A

Other Description: The back west lot with enough land to accomodate a 14 lot subdivision

III. **Earnest Money.** After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$ 140,000.00 as consideration by December 17th, 2021 at 12:00 PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted is not required to be placed in a separate trust or escrow account in accordance with State law.

IV. **Purchase Price and Terms.** The Buyer agrees to purchase the Property by payment of \$ 200,000.00 (Two Hundred Thousand Dollars) as follows:
(check one)

- All Cash Offer. No loan or financing of any kind is required in order to

purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than _____, 20__ at ____:____ AM PM. Seller shall have three (3) business days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

- **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions. (check one)

- Conventional Loan
- FHA Loan (Attach Required Addendums)
- VA Loan (Attach Required Addendums)
- Other:

-
- In addition, Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
 - If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;
 - On or before _____, 20__, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval is not contingent on the lease, sale, or recording of another property;
 - In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within ____ days from the date in Section IV(c);
 - Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and
 - Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the financial institution for processing of the loan application. Buyer agrees the interest rate offered by lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time. Any licensed real estate agent hired by either party

is not responsible for representations or guarantees as to the availability of any loans, project and/or property approvals or interest rates.

- **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

- **Loan Amount:** \$ _____
- **Down Payment:** \$ _____
- **Interest Rate** (per annum): _____ %
- **Term:** _____ Months Years
- **Documents.** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before _____, 20____. The Seller shall have until _____, 20____ to approve the Buyer's documentation. In the event Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) business days.

V. Sale of Another Property Buyer's performance under this Agreement: (check one)

- **Shall not** be contingent upon selling another property.
- **Shall be** contingent upon selling another property with a mailing address of _____, City of _____, State of _____ within _____ days from the Effective Date.

VI. Closing Costs. The costs attributed to the Closing of the Property shall be the responsibility of **Both Parties**. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

VII. Funds at Closing. Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

VIII. Closing This transaction shall be closed on December 31st, 2022

at 12:00 PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller.

IX. Survey. Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Seller. Not later than business days prior to the Closing, Seller shall notify Buyer of any Survey Problems which shall be deemed to be a defect in the title to the Property. Seller shall be required to remedy such defects within business days and prior to the Closing.

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

X. Mineral Rights. It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

XI. Title. Seller shall convey title to the property by warranty deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will, at the shared expense of both Buyer and Seller, order a Title Search Report and have delivered to the Buyer.

Upon receipt of the Title Search Report, the Buyer shall have 1 business days to notify the Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have 1 business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

XII. Property Condition. Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until _____, 20__ at ____:____ AM PM.

After all inspections are completed, Buyer shall have until _____, 20__ at ____:____ AM PM to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have ____ business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

XIII. Seller's Indemnification. Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

XIV. Appraisal. Buyer's performance under this Agreement: (check one)

X - **Shall not** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.

- **Shall** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price. If the Property does not appraise to at least the amount of the Purchase Price, or if the

appraisal discovers lender-required repairs, the Parties shall have _____ business days to re-negotiate this Agreement ("Negotiation Period"). In such event the Parties cannot come to an agreement during the Negotiation Period, this Agreement shall terminate with the Earnest Money being returned to the Buyer.

XV. Required Documents. Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

XVI. Termination. In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full, within _____ business days with all parties being relieved of their obligations as set forth herein.

XVII. Sex Offenders. Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting <https://www.nsopw.gov/>.

XVIII. Time. Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

XIX. Buyer's Default. Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section III. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

XX. Seller's Default. Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat

this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

XXI. Earnest Money Dispute. Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation as provided in Section XXII.

XXII. Dispute Resolution. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- **Mediation.** If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with State law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.
- **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or instalment land sale contract as defined in accordance with State law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

XXIII. Governing Law. This Agreement shall be interpreted in accordance with the laws in the State of Maine.

XXIV. Terms and Conditions of Offer. This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

XXV. Binding Effect. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXVI. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXVII. Offer Expiration. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by _____, 20____ at _____ AM PM.

XXVIII. Acceptance. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

XXIX. Licensed Real Estate Agent(s). If Buyer or Seller have hired the services of licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXX. Disclosures. It is acknowledged by the Parties that: (check one)

- There are no attached addendums or disclosures to this Agreement.
- The following addendums or disclosures are attached to this Agreement:
 - Lead-Based Paint Disclosure Form

-

-

-

-

-

XXXI. Additional Terms and Conditions

Dean Smith has the right of first refusal to general contract half of the houses in the proposed subdivision as well as concrete work for all the houses in a timely manner

XXXII. Entire Agreement. This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

XXXIII. Signature

Date: 12/7/2021



Seller's Signature

Dean Smith

Print Name

Date: 12/22/2021

JM Doughty

Buyer's Signature

Jack Doughty

Print Name

Date: _____

Buyer's Signature

Print Name

Date: _____

Agent's Signature

Print Name

7. New Business:

b. Revision of the Bowie Hill Subdivision Plan to transfer 7.6 acres of the Retained Land to an Abutter Map 10, Lot 38.

TOWN PLANNER COMMENTS:

1. The applicant is seeking amendment of the Bowie Hill Subdivision to transfer 7.6 acres of the retained land to an abutter.
2. Section 6.10.G. requires Planning Board approval for any changes to the final plan unless the Board makes findings that the amended plan meets the subdivision review criteria and standards.
3. Section 6.11.A requires a preliminary plan approval if the changes involve creation of new lots or housing units, and a final plan process if no lots or units are created.
4. Section 6.11.B. requires that the submission of the approved subdivision along with the proposed changes. The applicant has not submitted the current subdivision plan with the application.
5. Section 6.11.B. requires the applicant to submit enough information to allow the Board to determine that the revised plan meets the standards and criteria. The applicant has submitted a cover letter explaining the proposed transfer.
6. Section 6.11.B. requires that the revised plan must indicate that it is a revision of a previously approved and recorded plan with the Registry references shown. The submitted revision lacks this information and is titled as the "Bowie Hill Subdivision Plan."
7. Section 6.11.C. limits the scope of Planning Board review to the proposed changes.
8. The status of "Parker School House Road" needs to be clarified by an attorney. If it meets the definition of a "tract or parcel of land" in Title 30-A, §4401.6 as being "on opposite sides of a public or private road," the 7.6 acres would likely constitute a separate lot and trigger the requirements of Section 6.11.A. The plan has a note stating that the road is "presumed abandoned" based on information in Notes 12.2 and 12.3. The plan contains no notes with that designation. The Town's records and State Addressing System indicate there are three homes with addresses on "Parker School House Lane," which would indicate the road should not be presumed to be abandoned.
9. A hard copy of the application is available at the front counter of the Town Offices.

Grange Engineering LLC

New Gloucester, Maine
Grange.Engineering.Me@gmail.com
207 712 6990

Durham Town Office
630 Hallowell Road
Durham, Maine 04222

April 19, 2022

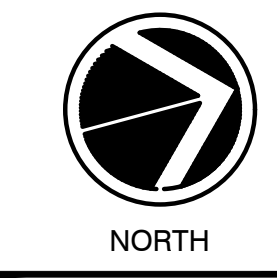
Durham Planning Board,

On behalf of Bowie Hill LLC, we are asking the Durham Planning Board to approve a minor amendment to the Bowie Hill Subdivision. The proposed change is associated with a land transfer with one of the abutters. The transfer is from land that the owner retained and will not affect any Net Residential calculations from the first phase.

There will not a be a new lot created. The proposed land is approximately 7.5 acres on the southeast corner of the property. Attached you will find the amended Subdivision Plat.

Thanks,

Charlie Burnham, P.E.
Project Engineer



NET DEVELOPMENT DENSITY CALCULATION:

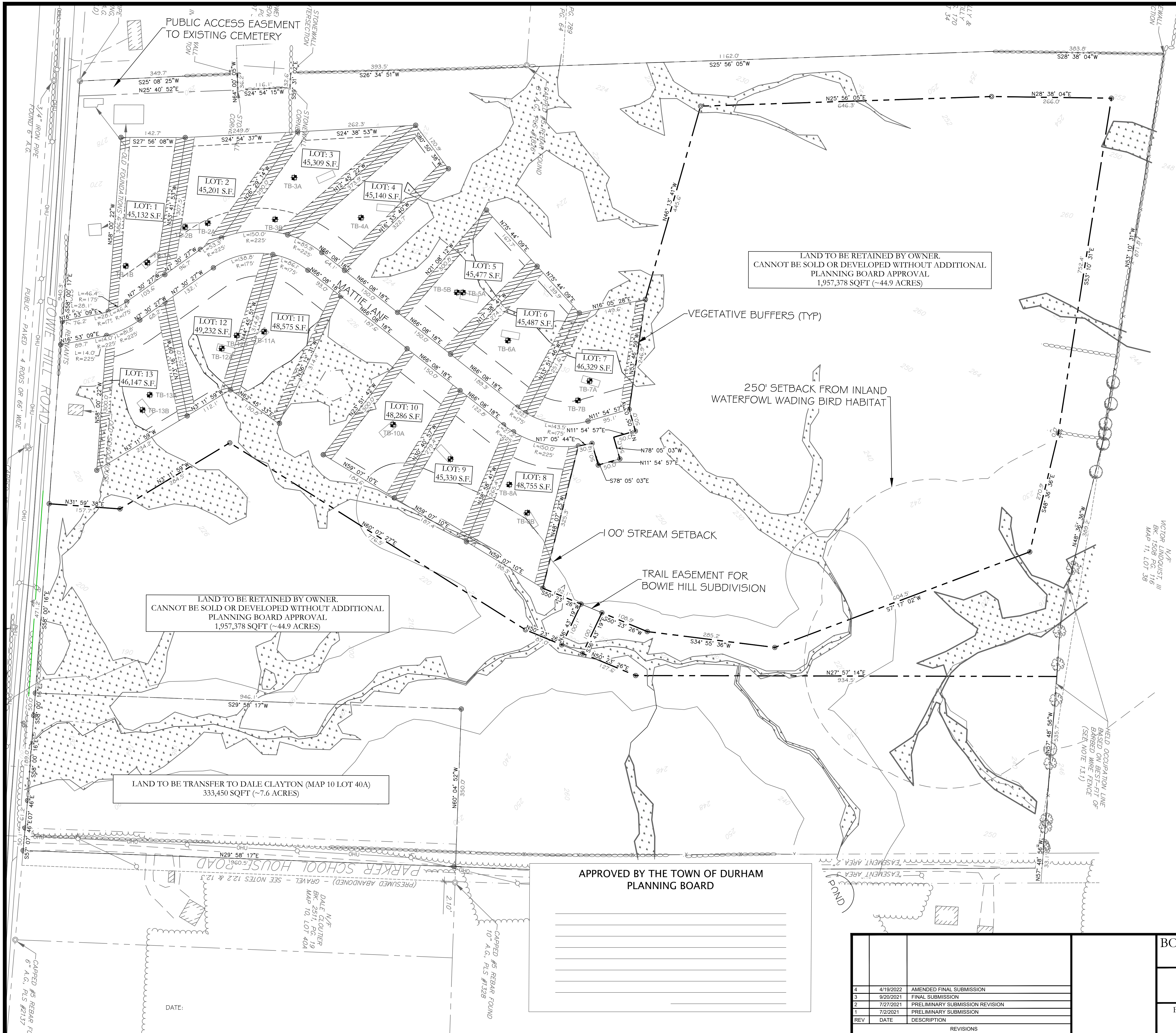
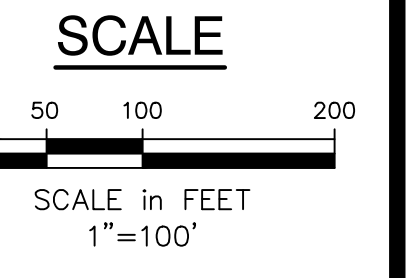
TOTAL PARCEL AREA	1,829,293 S.F.
AREAS UNSUITABLE IN NATURAL STATE:	
-- WETLANDS/WATERCOURSES & FLOODPLAIN	270,627 S.F.
-- STEEP SLOPES OVER 20%	24,127 S.F.
AREAS REMOVED FOR:	
-- ACCESS ROAD/R.O.W.*	274,400 S.F.
-- EASEMENTS*	17,715 S.F.
REMAINING LAND	1,284,272 S.F.
MINIMUM DWELLING UNIT AREA IN RURAL, RESIDENTIAL, AND AGRICULTURAL ZONE = 90,000 S.F.	
NET DEVELOPMENT DENSITY CALCULATION: 1,242,424 / 90,000 = 13.8 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:

- WETLAND DELINEATION WAS PERFORMED BY STEPHEN MARCOTTE.
- CONTOURS ARE FROM GIS.
- EACH LOT WILL BE LIMITED TO 20,000 SQUARE FEET OF DEVELOPED AREA (LAWN INCLUDED).
- 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.
- 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 3' ON EITHER SIDE OF THE STREAM. THE TRAIL WILL BE A MAXIMUM OF 3' WIDE AND THE BASE WILL BE NOTHING.
- NO DUG WELLS ARE PERMITTED ON ANY PART OF THE PROPERTY.
- THERE IS A 100' SETBACK FROM ALL STREAMS ON THE PROPERTY.
- ALL RESIDENTIAL STRUCTURES SHALL HAVE SPRINKLERS IN ACCORDANCE WITH THE MOST RECENT STATE FIRE CODES.
- ANY STONE WALLS MOVED DURING THE CONSTRUCTION OF THE ROAD OR RESIDENTIAL LOTS WILL NEED TO BE RELOCATED ON SITE.
- OPEN SPACE SHALL REMAIN VEGETATED AND ALL CULTURAL SIGNIFICANT AREAS WILL REMAIN UNCHANGED.
- EXISTING STRUCTURES WILL NOT BE REMOVED.
- FURTHER SUBDIVISION OF THE OPEN SPACE AND ITS USE FOR OTHER THAN NONCOMMERCIAL RECREATION, AGRICULTURE, OR CONSERVATION PURPOSES, EXCEPT FOR EASEMENTS FOR UNDERGROUND UTILITIES, SHALL BE PROHIBITED. STRUCTURES AND BUILDINGS ACCESSORY TO NON-COMMERCIAL RECREATIONAL OR CONSERVATION USES MAY BE ERECTED ON COMMON LAND ONLY WITH PLANNING BOARD REVIEW AND APPROVAL.
- ALL DEDICATED OPEN SPACE SHALL NOT BE USED FOR FUTURE BUILDING LOTS.
- TOPSOIL PILES SHOULD BE LOCATED A MINIMUM OF 50' FROM THE EDGE OF WETLANDS. IF A STOCKPILE IS INTENDED TO REMAIN FOR MORE THAN 14 DAYS, IT SHOULD BE STABILIZED. ALL STOCKPILES SHOULD HAVE AN EROSION CONTROL BERM PLACED AROUND THE TOE OF SLOPE.
- DURING STREET CONSTRUCTION, THE ENTIRE RIGHT OF WAY SHALL NOT BE CLEARED UNLESS CLEARING IS NECESSARY FOR UTILITIES, DRAINAGE OR OTHER INFRASTRUCTURE NECESSITIES BEYOND THE CLEAR ZONE. FOLLOWING STREET CONSTRUCTION, THE DEVELOPER OR CONTRACTOR SHALL CONDUCT A THOROUGH CLEAN-UP OF STUMPS AND OTHER DEBRIS FROM THE ENTIRE RIGHT OF WAY CREATED DURING THE STREET CONSTRUCTION PROCESS. IF ON-SITE DISPOSAL OF THE STUMPS AND DEBRIS IS PROPOSED, THE SITE SHALL BE INDICATED ON THE PLAN, AND BE SUITABLY COVERED WITH FILL AND TOPSOIL, LIMED, FERTILIZED, AND SEEDS.



LAND TO BE RETAINED BY OWNER. CANNOT BE SOLD OR DEVELOPED WITHOUT ADDITIONAL PLANNING BOARD APPROVAL 1,957,378 SQFT (~44.9 ACRES)

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LAND TO BE TRANSFER TO DALE CLAYTON (MAP 10 LOT 40A) 333,450 SQFT (~7.6 ACRES)

APPROVED BY THE TOWN OF DURHAM PLANNING BOARD

REV	DATE	DESCRIPTION
4	4/19/2022	AMENDED FINAL SUBMISSION
3	9/20/2021	FINAL SUBMISSION
2	7/27/2021	PRELIMINARY SUBMISSION REVISION
1	7/2/2021	PRELIMINARY SUBMISSION
REV	DATE	DESCRIPTION

BOWIE HILL SUBDIVISION
DURHAM, MAINE
SUBDIVISION
PLAN
BOWIE HILL DEVELOPMENT, LLC
PO BOX 214
BATH, MAINE 04530

Grange Engineering LLC
241 Rowe Station Road
New Gloucester, ME 04260
Tel: 207.712.6990
DRAWN: CEB DATE: 4/19/2022
DESIGNED: CEB SCALE: 1" = 100'
CHECKED: CEB JOB NO. 1
FILE NAME:
SHEET: SD-1

8. Other Business:

- a. **Role and Functions of Town Planner**