

DURHAM PLANNING BOARD
VIRTUAL REGULAR MEETING via Zoom
MAY 5, 2021

Zoom meeting link: <https://us02web.zoom.us/j/88030588559>.

Zoom meeting telephone access: (929) 205-6099; meeting ID: 880 305 88559.

Durham Planning Board members: Anne Torregrossa, Chair; Juliet Caplinger, Vice Chair; Wesley Grover; Allan Purinton; and Ron Williams.

1. Call to Order
2. Roll Call
3. Amendments to the Agenda
4. Review of Minutes
5. Continuing Business:
 - a) Royalsborough Road Subdivision – re-set dates for site walk and public hearing (no public comment will be taken on this item tonight)
6. New Business:
 - a) Copp Road Name Change Amendment (no public comment will be taken on this item tonight)
 - b) Bowie Hill Subdivision – Sketch plan review (no public comment will be taken on this item tonight)
 - c) Celebration Farm Campground – Conditional Use Permit Application (public comment will be taken on this item if the application is found to be complete)
7. Other
8. Comments from the Planning Board Chair
9. Adjourn

Durham Codes

From: Todd Beaulieu <toddpbeaulieu@aim.com>
Sent: Thursday, April 22, 2021 4:07 PM
To: Durham Codes
Subject: Ruby Subdivision by Copp

Greetings to Planning Board-

This is Todd Beaulieu, representing Mike Copp. I'm seeking to amend Ruby Farm Estates subdivision plan, because of an oversight in road name. I'm seeking to change the name to Ruby Lane, from Cranberry Lane, which would have created 2 Cranberry Lanes, which we obviously don't need or want. Nothing else has changed on plan. Thank you, see you next week. Todd

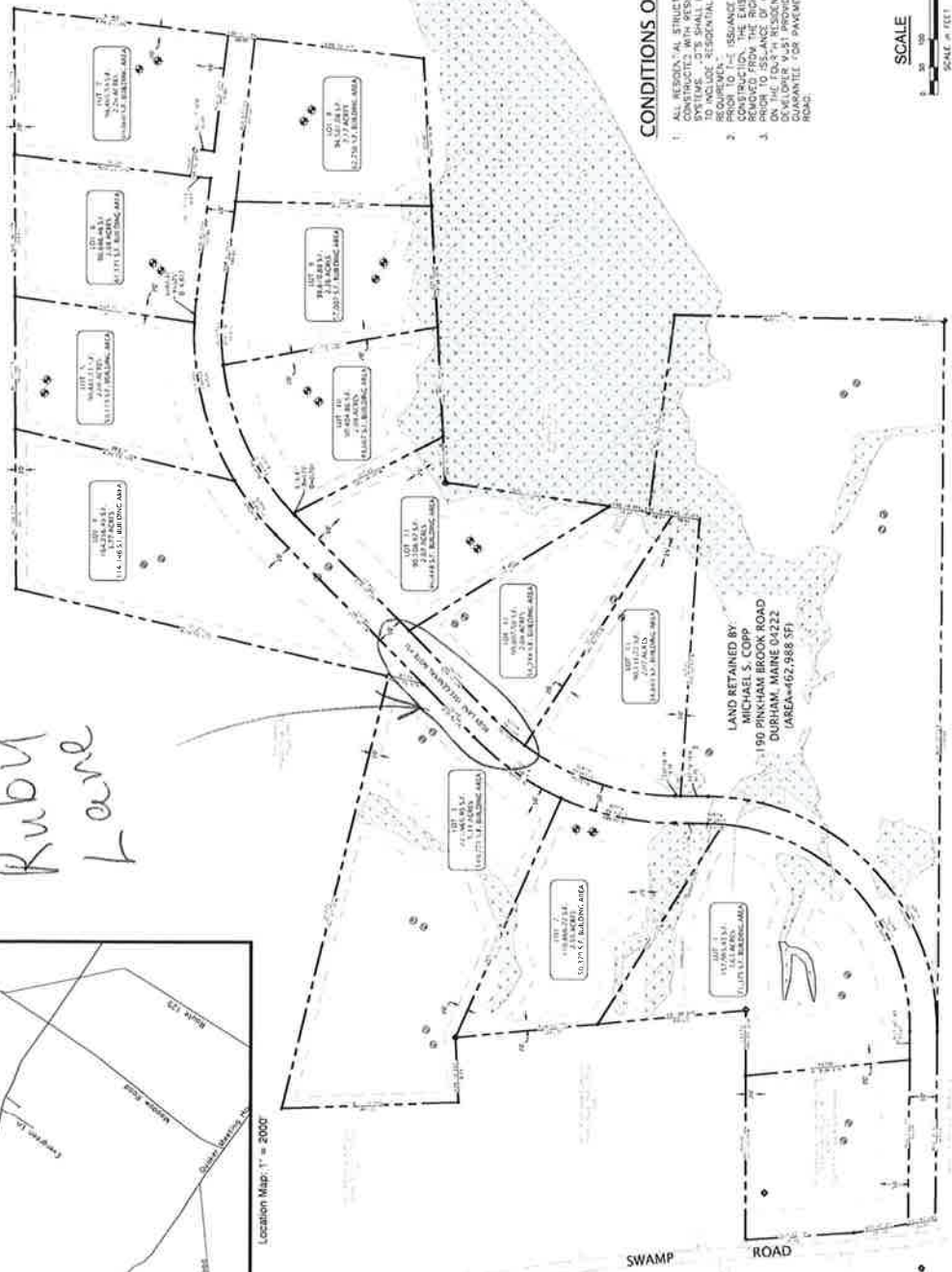


LEGEND

- PROPERTY LINE
- SETBACK LINE
- BOUNDARY TO BE SET



Ruby Farm
7 acre



- CONDITIONS OF APPROVAL**
- ALL RESIDENTIAL STRUCTURES TO BE CONSTRUCTED WITH RESIDENTIAL SPRINKLER SYSTEMS AND SHALL BE RESTRICTED TO INCLUDE RESIDENTIAL SPRINKLER REQUIREMENTS.
 - COURTYARD ISSUANCE OF ROADWAY CONSTRUCTION RIGHTS MUST BE REMOVED FROM THE RIGHT OF WAY PRIOR TO ISSUANCE OF OCCUPANCY PERMIT.
 - EX-100 MUST PROVIDE PERFORMANCE GUARANTEE FOR PAYMENT OF SUBDIVISION FEE.

LAND RETAINED BY:
MICHAEL S. COPP
190 PINKHAM BROOK ROAD
DURHAM, ME 04222
(AREA-462,988 SF)

PLAN REFERENCES

- STANDARD BOUNDARY SURVEY FOR PHIL BEAULIEU BY WAYNE WOOD & CO MARCH 1997
- STANDARD BOUNDARY SURVEY FOR BENJAMIN WOODS BY WAYNE WOOD & CO MARCH 1998
- BEARINGS REFERENCED TO MAGNETIC FROM PLAN REFERENCE 1
- ISLAND FLOOD HAZARD ZONE DESIGNATED IN FEDERAL MANAGEMENT AGENCY FLOOD INSURANCE MAPS FOR DURHAM.

GENERAL NOTES

- THE SUBJECT PARCELS ARE IN THE RURAL RES ZONING DISTRICT.
- MEASUREMENT AND DELINEATION AND VERNAL POOL SURVEY PERFORMED BY DANIEL COLBY, KEMPO.
- MEASUREMENTS ON LOT 1 HAVE BEEN REVISED PER FIELD ASSESSMENT BY JAMES LODAN, VERIFIED BY STATE SOIL SCIENTIST.
- MEASUREMENTS WITHIN LAND RETAINED BY MICHAEL S. COPP SHALL BE STRIP CHANNELS PER FIELD ASSESSMENT BY MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AGRICULTURE VERIFICATION PERFORMED BY JEFFREY KALVICH ON AUGUST 22ND, 2018.
- ROCKY LAKE TO BE RETAINED BY MICHAEL COPP IN FEE SIMPLE.

APPROVED BY THE PLANNING BOARD
TOWN OF DURHAM, MAINE

DATE _____

DATE _____

RECORDING DATA

STATE OF MAINE
ANDROSCOGG COUNTY REGISTRY OF DEEDS
REC: V-D
FILE NUMBER _____ M _____ RECORDED IN
DATE _____ REGISTRAR

TAX MAP: 5 LOT: 78
0 SWAMP RD, DURHAM, MAINE
RUBY FARMVIEW SUBDIVISION
AMENDED PLAT PLAN
RETURNED FROM MAINE DEPARTMENT OF REVENUE AND TAX SERVICES

Atlantic Resource Consultants
541 US Route One
Freeport, ME 04032
Tel: 207 869 8050

DATE PREPARED	DATE RECORDED	SCALE	DATE
08/22/18	08/22/18	1" = 200'	08/22/18
DRAWN BY	CHECKED BY	DATE	
J.W.	J.W.	08/22/18	
ELEVATION	ELEVATION	ELEVATION	ELEVATION
0	0	0	0

THIS PLAN AMENDS THE
SUBDIVISION MAP TO RUBY FARM
DURHAM, MAINE

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BOWIE HILL SUBDIVISION

SKETCH PLAN APPLICATION

FOR THE TOWN OF

DURHAM, MAINE

Prepared For:

**Jonathan Lobo
616 High Street
Bath, Maine 04530**

Prepared By:

**Atlantic Resource Consultants
541 US Route One, Suite 21
Freeport, Maine 04032
207.869.9050**

March 2021



TABLE OF CONTENTS

Application Forms

Project Description

Figures:

- 1- Site Location
- 2- Tax Map
- 3- Soils Map

Attachment A – Plan Set



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: Ruth Dudley Trust Property developer: Jonathan Lobozzo

Address: _____ Address: 616 High Street

_____ Bath, ME 04530

Telephone number: _____ Telephone number: 207-333-2551

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

B. General Property Information

Property location: 0 Bowie Hill Road

Tax Map/Lot numbers: 10-38

Current zoning: RRA

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

C. Development Information

Name of proposed development: Bowie Hill Subdivision

Number of proposed lots: 26 Acreage of parcel to be developed: 93

When is construction being considered (year & season)? 2021

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 DESCRIPTION

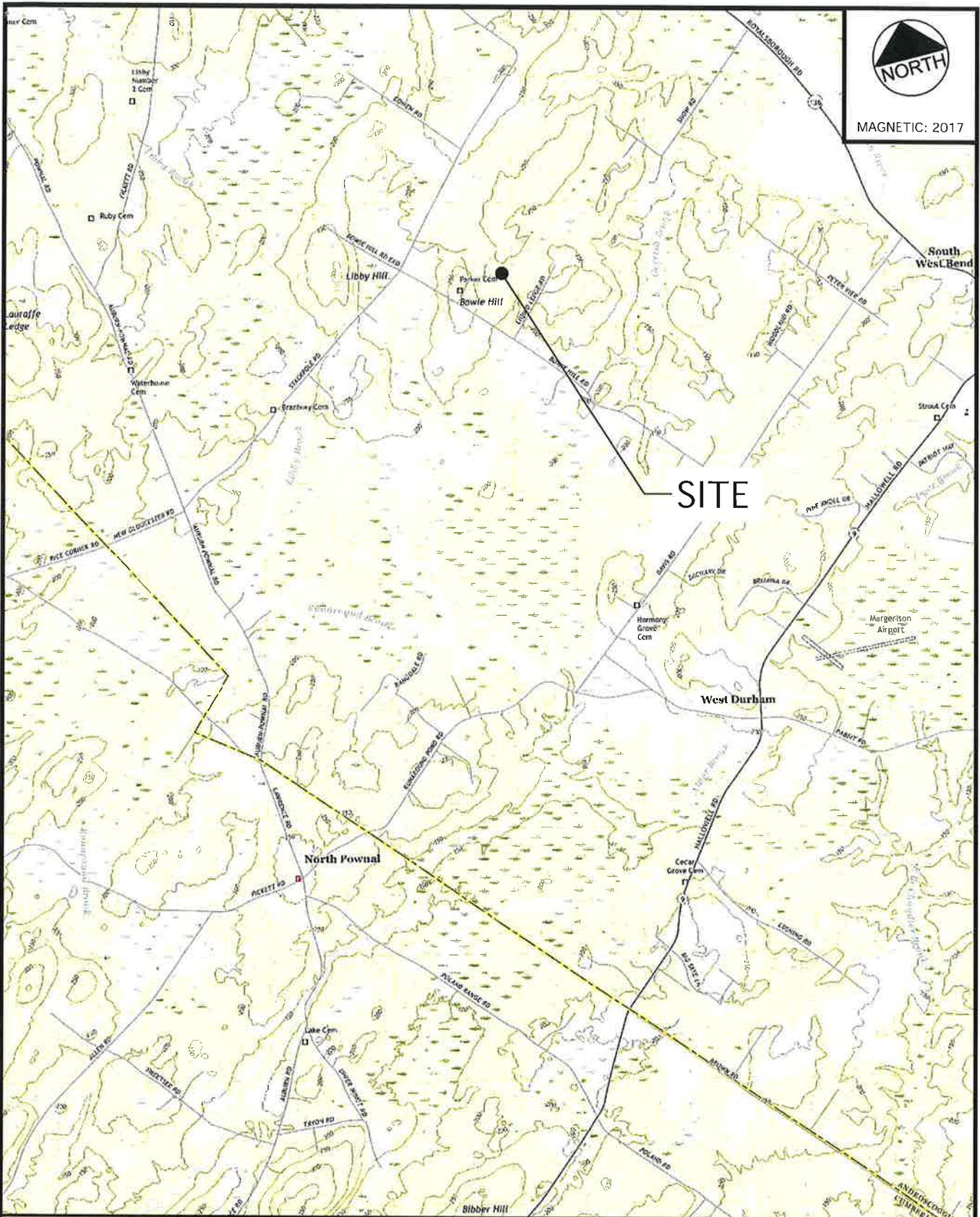
The following package is an application for a Sketch Plan meeting with the Town of Durham Planning Board. The application is for a 26-lot subdivision on a 95-acre parcel off Bowie Hill Road. The proposed lots will serve single-family dwellings. The site is gradually sloping from west to east with a stream running along the eastern side. There are areas of wetlands associated with the stream that will be avoided to the maximum extent possible. The road will bisect the parcel to allow for building lots on either side of the road, while also maintaining a substantial open space buffer around the perimeter. The intent is to keep the road and lots out of the wetlands and away from the stream.

The site has been walked several times with a soil scientist to identify potential obstacles and areas that should be avoided. As we enter the spring season a more intensive and definitive wetland survey will be performed, and adjustments made accordingly.

Overall, the site is well shaped and sized to accommodate the proposed development and maintain the rural aesthetic of the area.



MAGNETIC: 2017



**BOWIE HILL SUBDIVISION
DURHAM, MAINE 04222**

**SITE LOCATION MAP
TAX MAP: 10 LOT: 38**



Atlantic Resource Consultants
ENGINEERING STRATEGIES AND SOLUTIONS

DRAWN: CB

DATE: MARCH 2021

DESIGNED: CB

SCALE: N/A

CHECKED:

JOB NO. 21-018

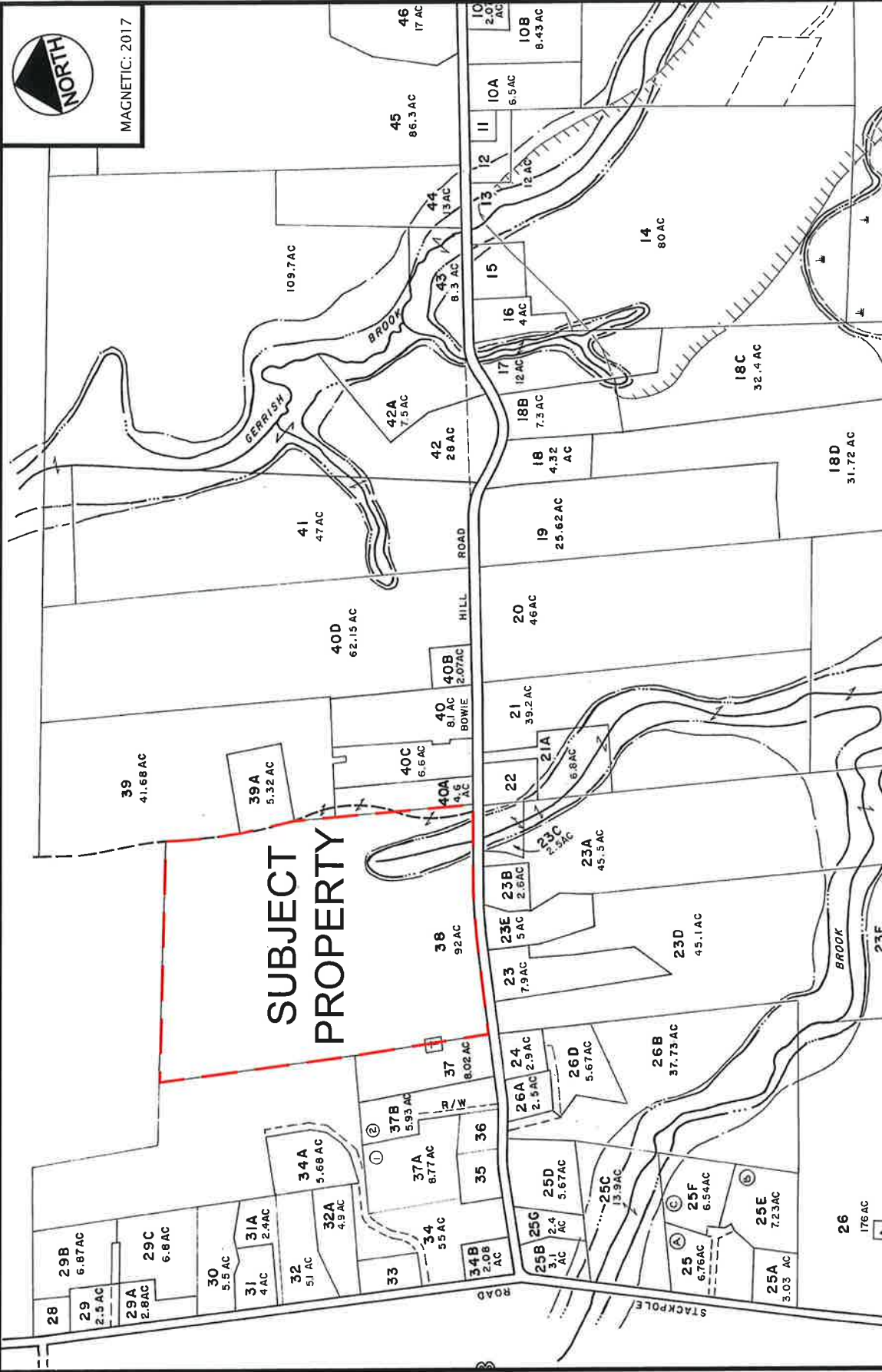
FILE NAME: 21-018 USGS

FIGURE

1



MAGNETIC: 2017



SITE LOCATION MAP
TAX MAP: 10 LOT: 38

BOWIE HILL SUBDIVISION
DURHAM, MAINE 04222

FIGURE

2

DRAWN:	CB	DATE:	MARCH 2021
DESIGNED:	CB	SCALE:	N/A
CHECKED:		JOB NO.:	21-018
		FILE NAME:	21-018 TAX MAP

Atlantic Resource Consultants
ENGINEERING STRATEGIES AND SOLUTIONS





MAGNETIC: 2017

4871000
4870800
4870600
4870400
4870200
4870000
4869800



**BOWIE HILL SUBDIVISION
DURHAM, MAINE 04222**

SOILS MAP



Atlantic Resource Consultants
ENGINEERING STRATEGIES AND SOLUTIONS

DRAWN: CB
DESIGNED: CB
CHECKED:

DATE: MARCH 2021
SCALE: N/A
JOB NO. 21-018

FILE NAME: 21-018 USGS

FIGURE

3



NET DEVELOPMENT DENSITY CALCULATION:

TOTAL SERVICE AREA: 41,029.11 SF
 AREA UNAVAILABLE IN NATURAL STATE: 82,244.51 SF
 - WITH LANDSCAPE STRUCTURES AS A COMPONENT: 6.51 SF
 - STEEP SLOPES OVER 20%: 117,860.51 SF
 AREA REQUIRED FOR:
 - ACCESS TO HIGHWAYS: 6.51 SF
 - ROADWAY: 3,105.17 SF
 - NET DEVELOPMENT DENSITY CALCULATION: 1,448.18 SF PER 1.00 AC OF PAVED
 PROPOSED LOTS: 26 LOTS

ZONING SUMMARY:

CURRENT USE: UNDEVELOPED
 PROPOSED USE: RESIDENTIAL SUBDIVISION
 ZONING: RESIDENTIAL, MED-DENSITY, AND ANNUAL/SEASONAL
 PERMISSIBLE SPACE AND BUILDING REGULATIONS:
 MINIMUM: 41,029.11 SF
 MAX: 100,000 SF
 MIN: 100 FT
 MAX: 100 FT
 FRONT SETBACK: 25 FT
 REAR SETBACK: 25 FT
 DRIVE SPACE: 100 FT MIN W/ 100 FT MIN DRIVEWAY

GENERAL NOTES:

1. WETLAND DELINEATION IS PRELIMINARY.
2. PARCELS LINES AND CONTOURS ARE FROM GIS.



BOWIE HILL SUBDIVISION
 DURHAM, MAINE
SITE LAYOUT

Atlantic Resource Consultants
 541 US Route One
 Durham, ME 04426
 TEL: 207.855.9030

DESIGNED	CEB
CHECKED	CEB
SCALE	1" = 100'
DATE	NOV 21, 2018

PROJECT: BOWIE HILL SUBDIVISION
 SHEET: C-101

NO.	DATE	DESCRIPTION	BY/CHKD

BOWIE HILL AND LIQUID LEDGE
 4 GRANVILLE ROAD
 SOUTH DURHAM, MAINE 04426

Client: Project: Worksheet:

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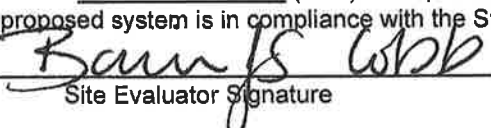
SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
Division of Health Engineering, 11 SHS
(207) 287-2070 Fax: (207) 287-4172

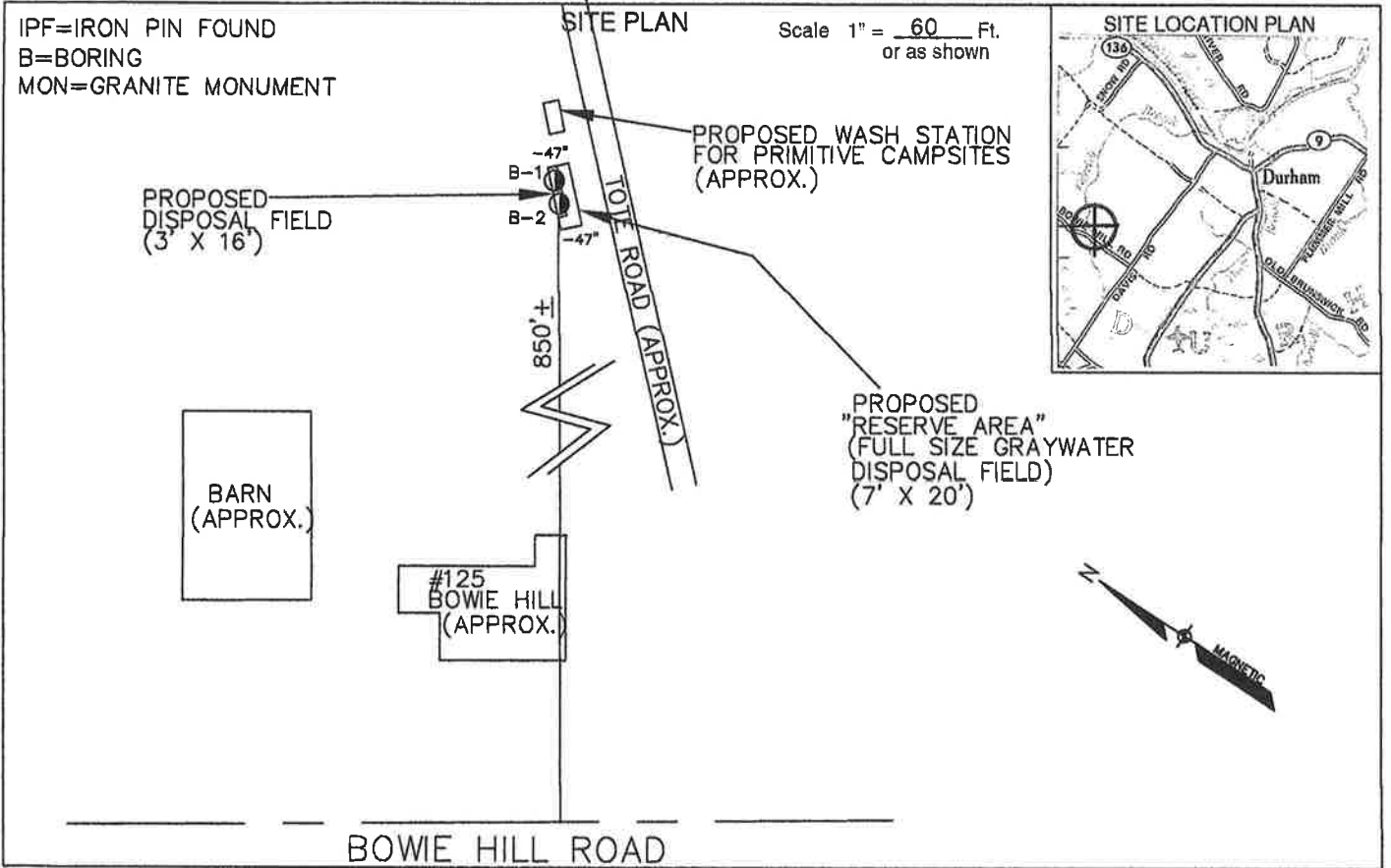
PROPERTY LOCATION		>> CAUTION: LPI APPROVAL REQUIRED <<	
City, Town, or Plantation	Durham	Town/City _____	Permit # _____
Street or Road	125 Bowle Hill Road	Date Permit Issued ___/___/___	Fee: \$ _____ Double Fee Charged []
Subdivision, Lot #			L.P.I. # _____
OWNER/APPLICANT INFORMATION		Local Plumbing Inspector Signature _____ [Owner [Town [State	
Name (last, first, MI)	Fertig-Burd, Jonah	The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.	
	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Applicant		
Mailing Address of Owner/Applicant	125 Bowie Hill Road Durham, ME 04222		
Daytime Tel. #	(207) 615-9970	Municipal Tax Map # _____	Lot # _____
OWNER OR APPLICANT STATEMENT I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.		CAUTION: INSPECTION REQUIRED I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application. _____ (1st) date approved	
Signature of Owner or Applicant _____ Date _____		Local Plumbing Inspector Signature _____ (2nd) date approved _____	

PERMIT INFORMATION			
TYPE OF APPLICATION <input checked="" type="checkbox"/> 1. First Time System <input type="checkbox"/> 2. Replacement System Type replaced: _____ Year installed: _____ <input type="checkbox"/> 3. Expanded System <input type="checkbox"/> a. <25% Expansion (minor) <input type="checkbox"/> b. ≥ 25% Expansion (major) <input type="checkbox"/> 4. Experimental System <input type="checkbox"/> 5. Seasonal Conversion	THIS APPLICATION REQUIRES <input checked="" type="checkbox"/> 1. No Rule Variance <input type="checkbox"/> 2. First Time System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 3. Replacement System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 4. Minimum Lot Size Variance <input type="checkbox"/> 5. Seasonal Conversion Permit	DISPOSAL SYSTEM COMPONENTS <input type="checkbox"/> 1. Complete Non-engineered System <input checked="" type="checkbox"/> 2. Primitive System (graywater & ait. toilet) composting toilet <input type="checkbox"/> 3. Alternative Toilet, specify: _____ <input type="checkbox"/> 4. Non-engineered Treatment Tank (only) <input type="checkbox"/> 5. Holding Tank, _____ gallons <input type="checkbox"/> 6. Non-engineered Disposal Field (only) <input type="checkbox"/> 7. Separated Laundry System <input type="checkbox"/> 8. Complete Engineered System (2000 gpd or more) <input type="checkbox"/> 9. Engineered Treatment Tank (only) <input type="checkbox"/> 10. Engineered Disposal Field (only) <input type="checkbox"/> 11. Pre-treatment, specify: _____ <input type="checkbox"/> 12. Miscellaneous Components	
SIZE OF PROPERTY 118+ <input type="checkbox"/> SQ. FT. <input checked="" type="checkbox"/> ACRES	DISPOSAL SYSTEM TO SERVE <input type="checkbox"/> 1. Single Family Dwelling Unit, No. of Bedrooms: _____ <input type="checkbox"/> 2. Multiple Family Dwelling, No. of Units: _____ <input checked="" type="checkbox"/> 3. Other: wash station for primitive camp sites (specify) Current Use <input type="checkbox"/> Seasonal <input type="checkbox"/> Year Round <input checked="" type="checkbox"/> Undeveloped	TYPE OF WATER SUPPLY <input type="checkbox"/> 1. Drilled Well <input type="checkbox"/> 2. Dug Well <input type="checkbox"/> 3. Private <input type="checkbox"/> 4. Public <input checked="" type="checkbox"/> 5. Other hand carried water only - max. 25gpd	

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)			
TREATMENT TANK <input type="checkbox"/> 1. Concrete <input type="checkbox"/> a. Regular <input type="checkbox"/> b. Low Profile <input type="checkbox"/> 2. Plastic <input type="checkbox"/> 3. Other: _____ CAPACITY: <u>N/A</u> GAL.	DISPOSAL FIELD TYPE & SIZE <input type="checkbox"/> 1. Stone Bed <input type="checkbox"/> 2. Stone Trench <input checked="" type="checkbox"/> 3. Proprietary Device <input checked="" type="checkbox"/> a. cluster array <input type="checkbox"/> c. Linear <input checked="" type="checkbox"/> b. regular load <input type="checkbox"/> d. H-20 load <input type="checkbox"/> 4. Other: <u>Eljen In-Drains</u> SIZE: <u>192</u> <input checked="" type="checkbox"/> sq. ft. <input type="checkbox"/> lin. ft.	GARBAGE DISPOSAL UNIT <input checked="" type="checkbox"/> 1. No <input type="checkbox"/> 2. Yes <input type="checkbox"/> 3. Maybe If Yes or Maybe, specify one below: <input type="checkbox"/> a. multi-compartment tank <input type="checkbox"/> b. ___ tanks in series <input type="checkbox"/> c. increase in tank capacity <input type="checkbox"/> d. Filter on Tank Outlet	DESIGN FLOW <u>25</u> gallons per day BASED ON: <input checked="" type="checkbox"/> 1. Table 4A (dwelling unit(s)) <input type="checkbox"/> 2. Table 4C (other facilities) SHOW CALCULATIONS for other facilities primitive system - hand carried water only for wash station <input type="checkbox"/> 3. Section 4G (meter readings) ATTACH WATER METER DATA
SOIL DATA & DESIGN CLASS PROFILE CONDITION DESIGN <u>8 / C</u> at Observation Hole # <u>B-1/B-2</u> Depth <u>15"</u> of Most Limiting Soil Factor	DISPOSAL FIELD SIZING <input type="checkbox"/> 2. Medium---2.6 sq. ft. / gpd <input type="checkbox"/> 3. Medium---Large 3.3 sq. ft. / gpd <input checked="" type="checkbox"/> 4. Large---4.1 sq. ft. / gpd <input type="checkbox"/> 5. Extra Large---5.0 sq. ft. / gpd	EFFLUENT/EJECTOR PUMP <input checked="" type="checkbox"/> 1. Not Required <input type="checkbox"/> 2. May Be Required <input type="checkbox"/> 3. Required Specify only for engineered systems: DOSE: _____ gallons	LATITUDE AND LONGITUDE at center of disposal area Lat. <u>43</u> d <u>58</u> m <u>22</u> s Lon. <u>70</u> d <u>09</u> m <u>29</u> s if g.p.s, state margin of error: _____

SITE EVALUATOR STATEMENT		
I certify that on <u>3/23/21</u> (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).		
 Site Evaluator Signature	368 SE #	3/29/21 Date
Bonnie J. Cobb	(207) 899-8397	b.cobb@comcast.net
Site Evaluator Name Printed	Telephone Number	E-mail Address
Note: Changes to or deviations from the design should be confirmed with the Site Evaluator.		

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION		Maine Department of Human Services Division of Health Engineering, 11 SHS (207) 287-2070 FAX (207) 287-4172
Town, City, Plantation Durham	Street, Road, Subdivision 125 Bowle Hill Road	Owner or Applicant Name Jonah Fertig-Burd



SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)																													
Observation Hole <u>B-1/B-2</u> <input type="checkbox"/> Test pit <input checked="" type="checkbox"/> Boring 1-2 " Depth of Organic Horizon Above Mineral Soil																													
Observation Hole _____ <input type="checkbox"/> Test pit <input type="checkbox"/> Boring _____ " Depth of Organic Horizon Above Mineral Soil																													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">Texture</th> <th style="width: 15%;">Consistency</th> <th style="width: 15%;">Color</th> <th style="width: 15%;">Mottling</th> <th style="width: 10%;"></th> </tr> <tr> <td>0-10" FINE SANDY LOAM</td> <td>FRIABLE</td> <td>BROWN</td> <td></td> <td></td> </tr> <tr> <td>10-20" SILT LOAM</td> <td></td> <td>YELLOWISH BROWN</td> <td></td> <td></td> </tr> <tr> <td>20-30" SILT LOAM</td> <td></td> <td>OLIVE BROWN</td> <td>COMMON & DISTINCT</td> <td></td> </tr> <tr> <td>30-50" SILT LOAM</td> <td>FIRM</td> <td>GRAY</td> <td></td> <td></td> </tr> </table>	Texture	Consistency	Color	Mottling		0-10" FINE SANDY LOAM	FRIABLE	BROWN			10-20" SILT LOAM		YELLOWISH BROWN			20-30" SILT LOAM		OLIVE BROWN	COMMON & DISTINCT		30-50" SILT LOAM	FIRM	GRAY						
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Baird Cobb

Site Evaluator Signature

368 3/29/21

SE # Date

Page 2 of 3
HHE-200 Rev. 02/2011

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
 Division of Health Engineering, 10 SHS
 (207) 287-5672 FAX (207) 287-3165

Town, City, Plantation
 Durham

Street, Road, Subdivision
 125 Bowie Hill Road

Owner or Applicant Name
 Jonah Fertig-Burd

NOTE: ALLOW FOR POSITIVE DRAINAGE
 AROUND THE LEACHFIELD
 IPF = IRON PIN FOUND
 TP = TEST PIT
 B = BORING

SUBSURFACE WASTEWATER DISPOSAL PLAN

Scale 1" = 20 FT.

NOTE: THIS DESIGN COMPLIES WITH AND MUST BE
 INSTALLED IN ACCORDANCE WITH THE ELJEN DESIGN
 INSTALLATION MANUAL.

NOTE: 4" PERFORATED PVC PIPE IS TO BE USED
 OVER IN-DRAIN UNITS, CONNECTING END-PIPES
 ARE TO BE SOLID 4" PVC.

NOTE: DISTRIBUTION BOX IS TO BE
 OVERSIZED IF SYSTEM IS PUMPED.

NOTE: IF A GARBAGE DISPOSAL IS
 USED, THEN CHANGES TO
 THIS DESIGN ARE NECESSARY:

NOTE: THIS SYSTEM IS NOT DESIGNED
 FOR BACKWASH FROM A WATER
 TREATMENT SYSTEM.

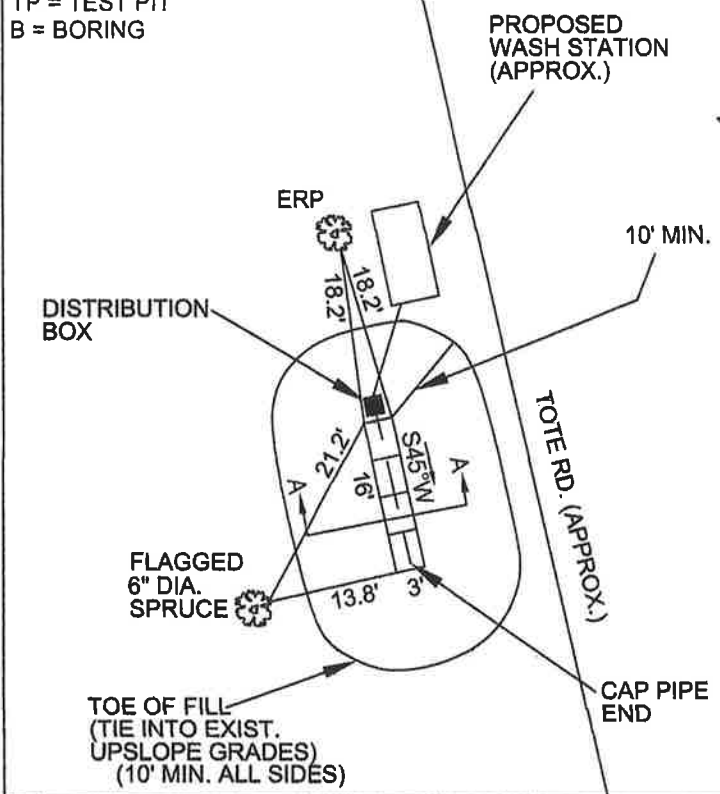
NOTE: CONTRACTOR TO VERIFY PROPERTY
 LINES PRIOR TO CONSTRUCTION.

NOTE: SYSTEM IS DESIGNED TO HANDLE
 HAND CARRIED WATER ONLY (25 GPD MAX.)

PROPOSED DISPOSAL FIELD

1 ROWS OF 4 ELJEN IN-DRAINS IN TRENCH
 CONFIGURATION (TOTAL 4 UNITS) 3' X 16'.

NOTE: ALL MATERIALS AND INSTALLATION SHALL
 BE IN ACCORDANCE WITH THE MAINE SUBSURFACE
 WASTEWATER DISPOSAL RULES DATED 8/15, AS
 AMENDED AND SUPPLEMENTED BY THE ATTACHED
 GENERAL NOTES WHICH BECOME A PART OF THIS
 DESIGN.



BACKFILL REQUIREMENTS

Depth of Fill (Upslope)	17"±
Depth of Fill (Downslope)	17"±

CONSTRUCTION ELEVATIONS

Finished Grade Elevation	-30"
Top of Proprietary Device (Eljen In-Drain)	-42"
Bottom of Eljen In-Drain	-49"
Bottom of Specified Sand	-55"

ELEVATION REFERENCE POINT

Location & Description	Nail up
	46" in a 6" dia. Spruce stump.
Reference Elevation	0"

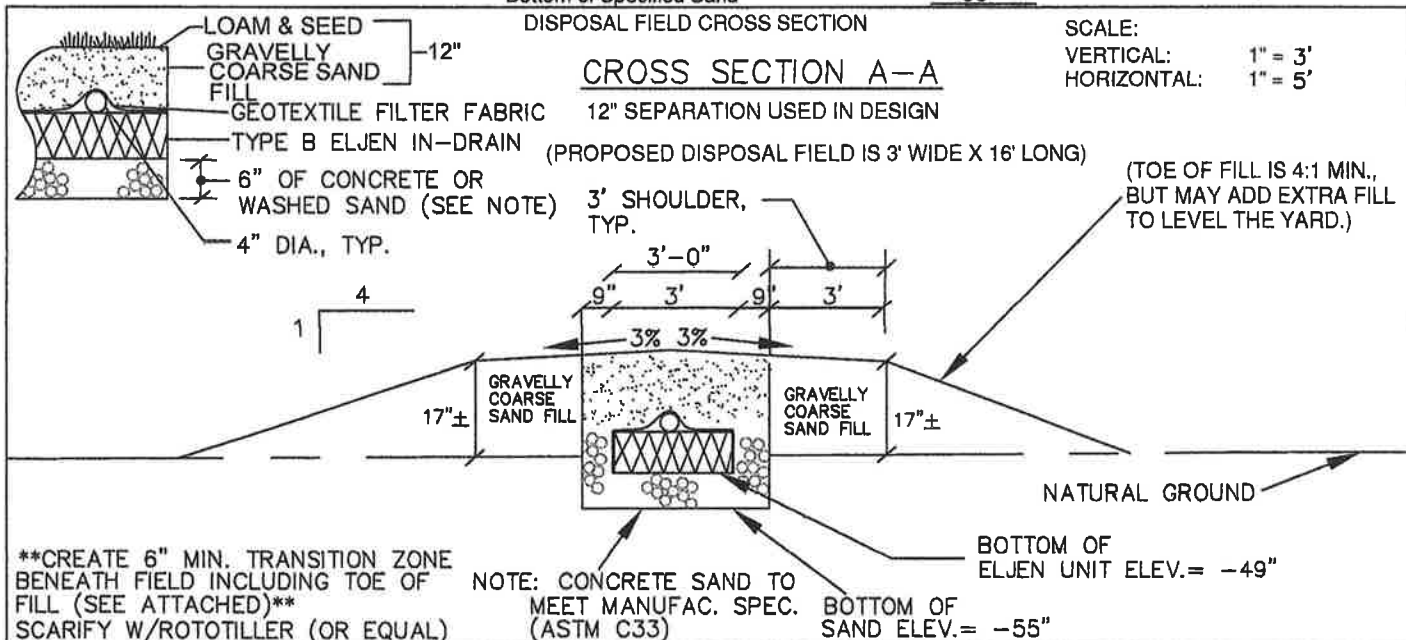
DISPOSAL FIELD CROSS SECTION

SCALE:
 VERTICAL: 1" = 3'
 HORIZONTAL: 1" = 5'

CROSS SECTION A-A

12" SEPARATION USED IN DESIGN

(PROPOSED DISPOSAL FIELD IS 3' WIDE X 16' LONG)



**CREATE 6" MIN. TRANSITION ZONE
 BENEATH FIELD INCLUDING TOE OF
 FILL (SEE ATTACHED)**
 SCARIFY W/ROTOTILLER (OR EQUAL)

NOTE: CONCRETE SAND TO
 MEET MANUFAC. SPEC.
 (ASTM C33)

BOTTOM OF
 ELJEN UNIT ELEV.= -49"
 BOTTOM OF
 SAND ELEV.= -55"

Barbara Cobb
 Site Evaluator Signature

368
 SE #

3/29/21
 Date



TOWN OF DURHAM
630 Hallowell Road
Durham, Maine 04222

Office of Codes Enforcement **Tel. (207) 376-6558**
Fax: (207) 353-5367

**CONDITIONAL
USE
PERMIT
APPLICATION**

CONDITIONAL USE PERMIT APPLICATION

map 10 lot 4B

Applicants name JONAH FEATIG-BURZ Phone 207-615-9910

property address CELEBRATION TREE FARMS WELLNESS CENTER LLC

mailing address 125 BOWTIE HILL RD. DURHAM, ME 01222

zoning district RRA

overlay district RPS2

are you the property owner yes no

evidence of right, title, or interest, yes no

residential commercial

is this property in a subdivision yes no

is this property in a flood zone yes no

are there any wetlands on or near the property yes no

are there current or incomplete permits on this property yes no

intended use of property, dwelling, or structure (be specific)
CAMPGROUND & TREE FARM

present use of land and buildings TREE FARM

will this constitute a change of use yes no

OTHER PERMITS

Army Corps of Engineers yes no

Dept of Environmental Protection yes no

Environmental Protection Agency yes no

Maine Department of Transportation yes no

other DHHS LICENSE

FEE PAID \$ 50 DATE 4/15/21

Note; inspections are required at all phases of construction. Contact the CEO at 207-376-6558 to schedule inspections. No work shall continue until a notice to proceed has been issued by the CEO following each inspection.

No building hereafter erected shall be occupied or used, in whole or in part, without a **CERTIFICATE OF OCCUPANCY** or a temporary certificate of occupancy issued by the CEO of the TOWN of DURHAM ME. In accordance with the laws and ordinances of the town of Durham Me

I hereby acknowledge that I have read this application and state that my answers are correct and agree to comply with all town ordinances and State and Federal laws regarding building construction and land use.

I further agree that no work shall commence until all applicable permits are issued and in place .

I agree to keep my permit posted at the location indicated and visible to the public.


signature of applicant

date received 4/15/21

signature of CEO



TOWN OF DURHAM

630 Hallowell Road
Durham, Maine 04222

Office of Code Enforcement
and Planning

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

CONDITIONAL USE PERMIT APPLICATION

Please read the Conditional User Permit Application Instructions and meet with the Code Enforcement Officer before completing this Application.

PART I. PROPERTY INFORMATION

Applicant's name and address:

Celebration Tree Farm & Wellness Center, LLC

Owner's name and address: (if different than applicant)

Jonah Fertig-Burd & Elizabeth Fertig-Burd, 125 Bowie Hill Rd. Durham, ME 04222, Thomas Prohl

Property address: 125 Bowie Hill Rd. Durham, ME 04222

Property tax map: and lot:

Property zone(s) (list all): RRA

Property overlay zone(s) (list all): RPSZ

Current approved property use: Tree Growth

Is this property in a subdivision: Yes No

Is any part of this property in a flood plain: Yes No

Will there be any new structures, expansions of existing structures, or the construction or expansion of parking areas: Yes No

PART II. PROPOSED USE

Please fully describe the proposed use; including all of the following (you may attach separate or additional sheets):

- Describe the proposed use in detail
- Hours of operation
- Plans for waste disposal
- Anticipated traffic (deliveries, customers, etc.)
- Other relevant information on the proposed use

The Celebration Tree Community Supported Forest will be a place for families and people to connect with nature and each other through trees, wellness, art, food, and water. Through a new annual membership program, community members in Southern Maine can invest in the forest and develop a relationship with the forest and receive benefits for their families.

Our members will have access to their own primitive wilderness camp site on the land at Celebration Tree Farm & Wellness Center, year-round trail access, and will get a Christmas tree, wreath, and discounts on our programs (classes and wellness services).

Our sites are considered primitive wilderness sites as they have no electrical, water or waste hook-ups and are at least 10,000 square feet. There will be a central parking area and sites will be walk-ins.

Waste Disposal: We will have a wash station with non-pressurized, hand hauled water for a sink and solar outdoor shower. We will have 1 composting toilet for each 4 sites.

We are developing 10 campsites in 2021 and project developing up to 20 sites in the next few years. Members will be able to access these sites at any time of the year. We will also have 1 site that will be open for rental to the general public.

Hours of Operation: The campsites will be open 24 hours a day. Members can use their campsite at any time throughout the year, but we expect most members to use the sites during the summer months. During the rest of the year, we expect members will use the trails for recreation including walking, mountain biking and crosscountry skiing. We will have strict quiet hours of 9pm-9am and strict policies that restrict any "party" camping. A list of our policies is attached to this document.

Traffic: We expect to have limited traffic for the Community Support Forest program. While we could have up to 10 families at their campsites at any point, we expect that will happen very rarely as our members will most likely choose to camp at different times and weekends. With that said, we expect traffic to be under 10 cars a day and most likely to be under 5 per day, with many days being less than that. There will not be any regular deliveries.

Please note: This application is focused on the Community Supported Forest part of our business which requires a conditinal use permit. The other parts of our business which includes our Christmas tree farm and Wellness Center are covered under Agricultural usage and Home Based Business in consultation with the Code Enforcement Officer.

PART III. CONDITIONAL USE STANDARDS

For each standard, describe how what potential impacts your project might have, how your project meets the standard, and what documents the Planning Board should refer to that support your position.

- A. Public Health Impacts:** The proposed use will not create unsanitary or unhealthful conditions by reason of sewage disposal, emissions to the air or water, or other aspects of its design or operation.

Please include how you will address any sewage disposal (septic, etc.), any fumes or air emissions, any discharge or runoff that might pollute water, trash, and other potential public health impacts.

Why your project won't create any public health impacts:

Our project focuses on ecological stewardship, organic land management and low-impact on the land and surrounding areas.

We have developed a design for a non-pressurized water system with a leach field with Bonnie Cobb of Stewart Soil & Septic that we will plan to install. This leach field is designed for hand hauled water and will be sufficient for a sink that we will make available for dish washing and an outdoor shower. We plan to build composting toilet outhouses and will compost all human waste. We will be encouraging a "Pack-in, Pack-out" approach, but will provide secured trash, composting and recycling containers that are located near our house.

Our campground sites fit the definition of "primitive wilderness sites" according to the State of Maine's definitions and have at least 10,000 square feet for each site so that there is limited impact to the land around the site. We are only developing 10 campground sites in 2021 and plan to not exceed 20 sites. This will have limited impact on the forest and combined with our Forest Management plan will continue to support ongoing tree growth and ecological forest management. We are also limiting roads and vehicle traffic by using existing woods roads and having centralized parking areas as opposed to having drive in sites. We have also sited all of our campsites at least 250 feet away from any wetland areas in the Resource Shoreland Zone Overlay.

Unlike a normal campground, that tries to maximize bookings and occupancy, our Community Supported Forest model will be more limited and we expect that not all of our sites will be occupied at any point.

Relevant documents:

HHE-200 Application and Septic Design is attached. Additional outhouse information is attached. Site Map is attached. Organic certification and Forest Management Plan is attached.

B. Traffic Safety Impacts: The proposed use will not create unsafe vehicular or pedestrian traffic conditions when added to existing and foreseeable traffic in its vicinity.

Please include how much and the type of traffic you anticipate, hours of traffic, type of traffic currently on the road, any entrance permits, entrance sight distances, hazardous intersections in the area, traffic studies, etc.

Why your project won't create any traffic safety impacts:

As stated above we expect this to have very limited traffic impacts. With only 10 members who will most likely be using their campsites at the same time, we expect that our vehicle traffic will not exceed 10 vehicles a day and most likely be under 5 cars per day. Even when we expand to 20 sites the amount of traffic will still be limited for these same reasons.

Hours of Traffic: We expect most traffic would be mid-morning or mid to late afternoon as people will be coming to set-up their campsite or leaving in the morning to head home or an excursion for day.

Current Traffic: Bowie Hill Rd is currently not a very busy road and most traffic is residents of the road and people driving from Davis Rd to Stackpole Rd.

Entrance Sight: The entrance to the Community Supported Forest campground area at the top of a hill. While it may pose some site risks due to the limited traffic it shouldn't be any added risk. Copp Excavation has an entrance to Bowie Hill Rd that is almost across the street and they have similar limited traffic in and out of that entrance. We will also plan to cut back more branches around the entrance and would plan to expand the entrance to better accommodate the traffic.

Relevant documents:

Site map.

- C. Public Safety Impacts:** The proposed use will not create public safety problems which would be substantially different from those created by existing uses in the neighborhood or require a substantially greater degree of municipal services than existing uses in the neighborhood.

Please include a description of the types of surrounding uses (residential, home businesses, commercial businesses, farms, etc.); the types of public safety problems your use might pose and how you will address them; and the types of municipal services your use will require (education, trash disposal, fire protection, law enforcement protection, etc.).

Why your project won't create public safety problems that are substantially different from the surrounding uses:

The surrounding usages of land are primarily residential and agricultural along with one gravel mine. Our policies prohibit parties and fireworks. Our quiet times are from 9pm-9am. We will allow our guests to have campfires, but will have strict policy about no unattended fires and all campsites will be required to have a bucket of water to put out fires. We will have all our members learn about fire safety. Other than that, we do not foresee any public safety impacts.

Why your project won't require a substantially greater degree of municipal services than the surrounding uses:

Our target audience will be families in Southern Maine that are looking for a wilderness camping experience and an ongoing connection with the land and community. With that said, we expect that our members will be highly respectful of our policies and our neighbors and to practice safety and responsibility. To that end, we don't anticipate that our project will require a greater degree of municipal services. The only services that we may use more of are trash and recycling and fire, but we don't expect this will have much of an impact. We will promote carry-in and carry-out of waste and will have a strict fire safety policy, so that would limit impacts on these public services.

Relevant documents:

Community Supported Forest Policies

D. Environmental Impacts: The proposed use will not result in sedimentation or erosion, or have an adverse effect on water supplies.

Please identify any nearby natural resources (ponds, streams, vernal pools, etc.) and describe whether your project could have an impact on any of those resources and the steps you are taking to prevent any such impact. If you are removing any vegetation or doing any site work, describe those plans and what erosion or sedimentation control procedures you will be taking. If your project could have runoff or leaching, identify the nearby wells and resources that could be impacted and the measures you are taking to prevent any impact.

Why your project won't result in sedimentation or erosion:

A priority of our project is to promote ecological forestry management and organic forest practices. To that end we are a certified organic tree farm and work to use ecological practices in all of what we do. We are planning 10 sites in 2021 that are integrated into the forest and limit the number of trees that are cut down. We are not planning to exceed 20 sites. All together we have 118 acres of land and even with 20 sites we would only be using at most 1-2 acres of land for these sites. With our organic practices we will be using no chemicals-herbicides, fungicides or pesticides on the land and so there will no run-off or leaching. There is a pre-existing woods road that we are planning to improve for usage, but we will not need to cut in any new roads so the impact of roads will be limited.

Why your project won't have an adverse effect on water supplies:

We have made sure that all of our sites are an adequate distance from the Gerrish Brook. We are also planning to install a septic design that will accomodate the waste water that will be generated from the campground.

Relevant documents:

HHE-200 and Septic Design

E. Scale & Intensity of Use: The proposed use will be compatible with existing uses in the neighborhood, with respect to physical size, visual impact, intensity of use, and proximity to other structures.

Please include a description of the types of surrounding uses (residential, home businesses, commercial businesses, farms, etc.), how close they will be to your project, and whether and how much those surrounding uses will be able to see your operations. Describe how your project fits in with the neighborhood and identify any screening or other steps you will take to minimize the impact on surrounding uses.

Why your project will be compatible with surrounding uses:

The surrounding neighborhood is primarily residential and agricultural with industrial usage by Copp Excavation as well. None of our neighbors will be able to see the campsites and the only activity that they will see is cars entering the campsite road. The campsites are located in the middle of our property and is far from any property lines on 3 sides. Some of the sites are closer to a property line with the neighboring field which is used for agricultural purposes and no one lives there. We have intentionally kept this program small because we want to ensure that it will have minimal impact on the land and the neighborhood. Because our policies restricting noise and parties we do not anticipate that there would be any noise impacts on our neighbors either.

Relevant documents:

Stie Map

F. Noise & Hours of Operation: The proposed use will be compatible with existing uses in the neighborhood, with respect to the generation of noise and hours of operation.

Please describe your hours of operation and any noise that your use may generate. Describe the impact those hours and noise could have on surrounding uses and how your use will not be incompatible with the surrounding uses.

Why your project will be compatible with existing uses in terms of noise and hours of operation:

As noted above the campground will be open all day for our members with quiet times of 9pm-9am. Noise will be limited due to our strict policies around our quiet time and about parties. We do not expect any noise impacts on our neighbors. We also have a policy about loud dogs.

Relevant documents:

Community Supported Forest Policies

G. Right, Title, or Interest: The applicant has sufficient right, title or interest in the site of the proposed use to be able to carry out the proposed use.

Identify the type of right, title, and interest that you hold in the property (deed, purchase and sale agreement, lease, easement, etc.).

Right, title, and interest:

The 110 acres that Celebration Tree Farm & Wellness Center will be using for the Community Supported Forest is owned by Land in Common Community Land Trust. Celebration Tree Farm & Wellness Center and Land in Common worked to purchase this land in 2020 and we are currently finalizing a 99 year lease that will include usage of the land for the Community Supported Forest program and our Christmas Tree farm. That lease will be finalized in April or May.

Relevant documents:

Draft Lease and Letter from Land in Common

H. Financial & Technical Ability: The applicant has the financial and technical ability to meet the standards of this Section and to comply with any conditions imposed by the Planning Board pursuant to subsection 7.5.

Please identify the cost of the project and any required compliance measures. Provide evidence that you have the financial capacity to meet those standards. Please also identify the experience that you have with the type of proposed use. If your project involves building construction and/or site development, what types of professional services have you or will you employ to address technical design issues like wetland mapping and storm drainage analysis? Who will be inspecting the work to ensure that it meets required regulatory performance standards and industry quality standards? The details of construction and financial & technical capacity will be reviewed during site plan approval (if required), but a general indication and discussion is needed for conditional use review and also for implementation of required conditions of approval (if any).

Estimated cost of the project and compliance:

Infrastructure Development (including building septic system, campsite development, wash station, and outhouses): \$5,000
Road Maintenance: \$5,000
New Tractor: \$25,000
Total Project Cost: \$35,000

Evidence of financial capacity:

We currently have \$15,000 in our accounts and were recently approved for a \$100,000 home equity line of credit from cPort Credit Union. We have developed 5 year cash flow projections (available upon request) that project long-term financial stability of the project.

Evidence of technical capacity:

Celebration Tree Farm & Wellness Center, LLC is a multi-stakeholder cooperative owned by its workers and governed by the owners. There are currently three workers owners who are also the Board and Management. In the coming year, we will be adding on new worker-owners and community-owners who will take part in the governance of the cooperative.

Jonah Fertig-Burd, General Manager, has close to 20 years of organizational development, cooperative development, hospitality and food system experience. In addition to his work with Celebration Tree Farm & Wellness Center, he oversees food system grant programs at the Elmina B. Sewall Foundation and is on the Board of Land in Common Community Land Trust and the Cooperative Fund of New England.

Elizabeth Fertig-Burd, Wellness Center Manager, has 20 years of experience in teaching yoga and personal training. She has taught in Southern Maine and now at Celebration Tree Wellness Center.

Tom Prohl: is an Organic Fruit, Vegetable and Tree Farmer. He fell in love with farming in 2009 while working on a diverse farm in his home town of New London NH. He studied Sustainable Agriculture & Food Systems at the University of New Hampshire and moved to Maine in 2015 where he has been managing Organic Fruit & Vegetable production and a Farmer Training program at Wolfe's Neck Farm ever since.

We hire contractors for additional work and have used Steve Benedict for excavation, Bonnie Cobb for septic design, and Scott St.Michel for plumbing, and North Star Electric for any electrical work.

Relevant documents:

Management Team Bios

PART IV. SPECIFIC PERFORMANCE STANDARDS

Per Section 7.4.B., please identify any additional performance standards contained in the Land Use Ordinance that apply to your project and identify how you meet those standards (add additional standards/sheets as required). As an example, if your project is a campground, you need to document how you meet the specific standards of Section 5.8 as well as the general criteria for a conditional use review. If your project requires separate site plan review and approval, you can address the site plan performance standards in your site plan application.

A. Specific Standard: (Section Reference) Section 5.8

Performance standard:

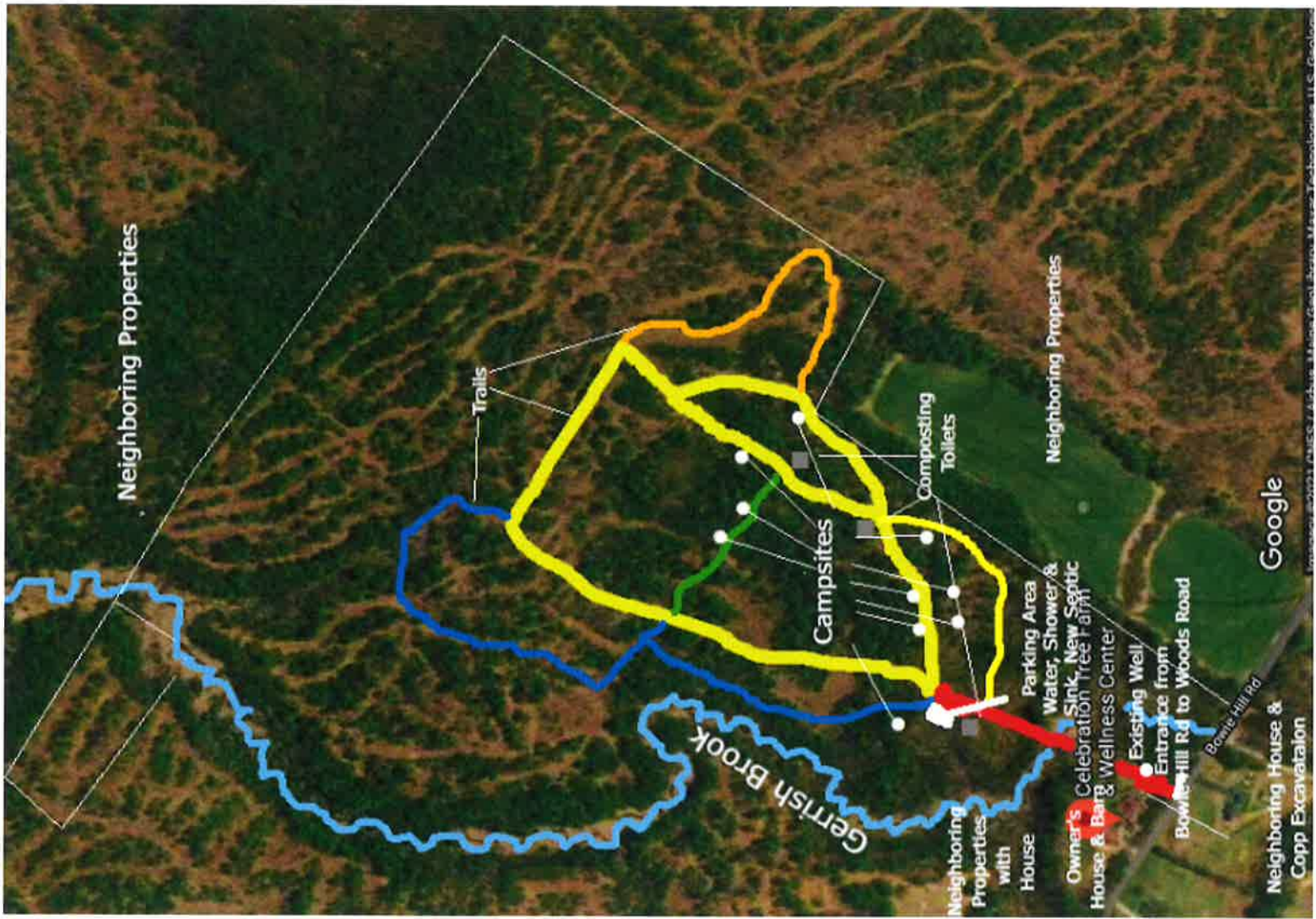
A. Amount of land and distance, B. Visibility of Campsites C. No Overnight sleeping in vehicles D. Number of campsites per acre E. Percentage of land for campsites and infrastructure F. Set back of campsites G. Campsites not in the resource protection zone H & I. Sanitary facilities J. Time limit of camping

How you meet that standard:

A. Amount of land and distance: With 110 acres, we have 5.5 times the required land. All campsites are over 100 feet away from property lines and thousands of feet away from any residence.
B. Visibility of Campsites: You can not see our campsites from any residences, roads or neighboring properties.
C. No Overnight sleeping in vehicles: This is in our policies.
D. Number of campsites per acre: In 2021 we only 10 sites that are spread out over 10 acres.
E. Percentage of land for campsites and infrastructure: Our campsites, road and infrastructure use no more than 2 acres of land of the 110 acres that is part of the overall campground.
F. Set back of campsites from water: All of our campsites are set back from the highwater marks.
G. Campsites not in the resource protection zone: None of the campsites are in the resource protection zone.
H & I. Sanitary facilities: We are providing composting toilet outhouses and outdoor showers. We are developing a wilderness primitive campground so we are not required by DHHS to have pressurized water systems for these facilities.
J. Time limit of camping: While people can camp year round, we limit the amount of time that people can stay continuously at their site. See our policies document.

Relevant documents:

Site map, Community Supported Forest policies.



Neighboring Properties

Trails

Campsites

Composting Toilets

Neighboring Properties

Gerish Brook

Neighboring Properties with House

Parking Area Water, Shower & Sink, New Septic

Owner's Celebration Tree Farm House & Barg & Wellness Center

Existing Well

Entrance from Bowles Hill Rd to Woods Road

Neighboring House & Copp Excavation

Google

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STATE OF MAINE HEALTH INSPECTION PROGRAM LICENSE APPLICATION FOR CAMPGROUND & EVENT CAMPING

Applicant Information

Establishment Name: Celebration Tree Farm & Wellness Center
 Location of Business, E-911 Address: 125 Bowie Hill Rd. Town/City, Zip Code: Durham, ME 04222
 Mailing Address; Town/City, Zip Code: 125 Bowie Hill Rd. Durham, ME 04222
 Business Telephone: 207-653-3319 Business E-mail: celebrationtreefarm@gmail.com
 Contact Person's Name: Jonah Fertig-Burd Contact Phone #: 207-615-9970
 Contact FAX #: N/A Contact E-mail: celebrationtreefarm@gmail.com

THERE IS A 30 DAY REVIEW PERIOD AFTER RECEIPT OF A COMPLETED APPLICATION. INCOMPLETE APPLICATIONS WILL NOT BE REVIEWED AND WILL BE RETURNED FOR COMPLETION. IT'S ILEGAL TO OPERATE UNTIL AN INSPECTION IS PERFORMED AND A LICENSE IS ISSUED.

1. Licensing Information:

- This business (check one):
 is new and has never been licensed.
 is presently was previously licensed by the Health Inspection Program (HIP). If so, provide HIP License EST ID# _____
 is presently was previously licensed by the Department of Agriculture, Conservation & Forestry (DACF). If so, provide DACF ID# _____

2. Business Information:

Please check one: Corporation/LLC Individual Partnership Association Other

Corporation, Association, Partnership or LLC Name: Celebration Tree Farm and Wellness Center, LLC

Owner(s) Name: Jonah Fertig-Burd, Elizabeth Fertig- Burd

Owner(s) Mailing Address: 125 Bowie Hill Rd. Durham, ME 04222

My business corporation is in good standing with the Secretary of State and all State Licensing Boards.
 Yes No

Planned Opening Date: 6/1/2021 (Allow at least 30 days following your submission of a **completed** application)

Duration of Operation: Year-round Seasonal: Opening Date _____ Closing Date _____

Name of Temporary Events; _____ Dates of event: _____ to: _____

3. Former Owner's Information, if applicable:

Former Owner's Name: _____ Former Business Name: _____

4. Business Proposal:

A. Check all boxes that apply: Are you proposing to remodel change ownership change use increase use
 or other? Specify: _____

B. Describe the business: Small member-only, private, wilderness campground with primitive campsites

C. As applicable, indicate the proposed number of:

Tent & Trailer Sites _____ Self-contained RV Sites _____ Wilderness Camp Sites
 Cottages _____

Pools/Spas: If you have a public pool or spa included in your establishment, please complete the License Application for Public Pools and Spas; HHE-640.

5. License Type & Fees: Check (✓) the appropriate box for your proposal:

Campground	CHECK HERE	FEES
Campground – Agricultural Fair		\$200.00
Campground - Wilderness	<input checked="" type="checkbox"/>	\$150.00
Campground – Self-Contained RV Only		\$150.00
Campground Tier 1: 5-24 Sites		\$150.00
Campground Tier 2: 25-124 Sites		\$175.00
Campground Tier 3: More Than 124 Sites		\$200.00
Event Camping		\$200.00
Combo Eating and Campground		\$275.00

MISCELLANEOUS FEES	
Reprint License	\$25.00
Late Renewal within 30 days of license expiration date	\$25.00
Late Renewal more than 30 days after expiration date	\$100.00 for 1 st offense + \$25 for first 30 days \$200.00 for 2 nd consecutive offense + \$25 for first 30 days
Additional Inspection	\$100.00
Insufficient Funds	\$25.00

6. Campground Plan:

Is the campground a wilderness campground (non-pressurized water and no central sewers or bathroom facilities) or a conventional campground with pressurized water and sewer/bathroom facilities?

Check one: wilderness campground conventional campground combination temporary

If Event Camp Skip to # 7. Event camping means overnight use of areas associated with events lasting four or fewer consecutive nights for 50 or fewer nights in a calendar year. Event camping may include, but is not limited to, race tracks, non-agricultural fairs, festivals, and shows where camping is incidental to the event occurring, and meets the event camping criteria in Section 4 of CH 201: The Rules Relating to the Administration and Enforcement of Establishments Regulated by the Health Inspection Program

Submit complete engineering plans drawn to scale and specifications of the proposed park or area showing, when applicable: Location of sites: The number and location of R.V.'s and tenting sites, location of roads, electrical and water hookups, and sewer hook-ups, if any are provided. If the plan is not drawn to scale, the dimensions and setbacks must be clearly labeled.

Indicate where dump station(s) are located and the location of restroom facilities including number of toilets, urinals, lavatories, and showers. Also, include the number of any portable toilets for temporary campgrounds, and show their location(s) on the site plan.

The campground site plan must show the location of any drinking water wells within 300 feet of any wastewater disposal systems or fuel storage tanks, and the location of any wastewater disposal systems used on the campground. Refer to the Campground Rules at <http://www.maine.gov/sos/cec/rules/10/chaps10.htm>.

7. Event Camping Information

Drinking water: _____	Type of sewage disposal provided:
Public Utility: _____	Public Utility: _____
Private Source: _____	Private Sewer: _____
Dug well _____	Septic Systems: _____
Drilled well _____	Holding Tanks: _____
Another source (please explain) _____	

8. Drinking Water:

A. Does your water come from a city/town water supply? Yes No

If yes, provide the name of the city/town water supplier to which you pay your water bill _____ and **skip to Item 9, Wastewater Disposal**, on the following page.

If no, continue:

B. Is or was your business regulated by the State Drinking Water Program as a public water system?
 Yes No Don't Know (*If your business uses city/town water you are not a regulated public water system*).

- If yes, provide your Public Water System ID # _____ and **skip to Item 9, Wastewater Disposal**, on the following page.
- If you checked **Don't know**, contact the Drinking Water Program at 207-287-2070 for assistance. If the Drinking Water Program provides you with PWSID #, enter it here: _____ and skip to Item 9
- If no, continue:

C. Will your business serve tap water in any of the following forms? Check all which apply.

- Cups/glasses of water.
- Drinks made on site (soda, lemonade, slush drinks, iced tea, juices, etc.).
- Ice made onsite.
- Drinking water fountain.
- Cups in the restroom or near any sink available to the public.
- Water used as an ingredient for uncooked foods made onsite. For example, instant gelatin desserts.
- Other, specify: Well water dispensed from spigot

- If you did not check any boxes above and your business was not a regulated public water system in the past, complete the water tests listed in E.1.a & b below and submit water test results with this application. **Skip to Item 7, Wastewater Disposal**, on the following page.
- If you did check any boxes above, continue.

D. Indicate source, or potential source, of water Drilled Well Dug Well Surface Water.

If you checked "Dug Well" or "Surface Water" call the Drinking Water Program at 207-287-2070 and **skip to Item 9, Wastewater Disposal**, on the following page.

E. Is the drinking water well an existing well (already drilled?) Yes No

If No, please STOP. Contact the Maine Drinking Water Program at 207-287-2070 for further instructions before drilling the well.

If Yes, please provide the following:

E.1 Water Test Results from a Certified Laboratory for the following tests:

- Total Coliform bacteria, nitrate, and nitrite: samples must be taken within three months before the date this application is received.
- Fluoride, chloride, hardness, antimony, iron, pH, manganese, uranium, arsenic: samples must be taken within one year before the date this application is received.
- If there are underground fuel storage tanks within 1000 feet of the well, a volatile organics water test (VOC 524) must also be done.
- Additional sampling may be required if known contamination has occurred near the well. For a list of Certified Laboratories, see www.medwp.com or call the Maine Drinking Water Program at 207-287-2070.

E.2 A site plan (more detailed map of the well site)

E.3. Drilled well construction information (if known):

Depth 300 ft. Length of casing 100 ft. Yield 7.5 gal/min.

E.4 A description of the major components in the water system:

Storage (type of tank and size): _____

Treatment (type, manufacturer): _____

Piping (type, above or below ground): _____

E.5 Distance from the well to the nearest point of all leachfields (septic systems) within 300 feet? 68' (feet). ***If less than 300 feet, please stop and contact the Drinking Water Program at 207-287-2070 before submitting this application.***

E.6 Distance from the well to all underground storage tanks within 1000 feet? _____ (feet). ***If less than 1000 feet, please stop and contact the Drinking Water Program at 207-287-2070 before submitting this application.***

E.7 Distance from the well to the nearest property line? 200 (feet)

E.8 How much land is controlled and/or owned around the well? 118 (acres)

If you qualify as a public water system (PWS), you will be assessed a fee by the Maine Drinking Water Program on July 1st of each year.

9. Wastewater Disposal:

Is wastewater disposed to an on-site wastewater disposal system, either proposed or existing? Yes No

If yes, and if this is not for event camping you must complete the attached "Onsite Wastewater Disposal System – Local Review and Verification Form" (Appendix C) and have your Local Plumbing Inspector verify compliance with the Maine Subsurface Wastewater Disposal Rules, 10-144 CMR 241 (the Rules). The Local Plumbing Inspector must verify that either the existing subsurface wastewater disposal system has the capacity to accept the proposed business or that an expanded system has been designed and approved that meets applicable design requirements found in the Rules. Municipal records for your property should include copies of wastewater disposal system designs completed to date. If the municipality cannot locate a copy of the design(s) please contact The Drinking Water Program at 207-287-7690 to request a search of the State database of disposal system records.

**Demonstration of adequate wastewater disposal system capacity for the use proposed is required prior to licensure by the Health Inspection Program.
(Event Camping Please Disregard)**

Please visit our website for more information regarding wastewater disposal systems at www.mainepublichealth.gov/septic-systems or call us at 207-287-5689 if you have any questions.

If no, please provide the name of the city, town or utility district to which you pay your sewer bill, or a copy of an overboard discharge license issued by the Maine Department of Environmental Protection.

Public Sewer Entity: _____

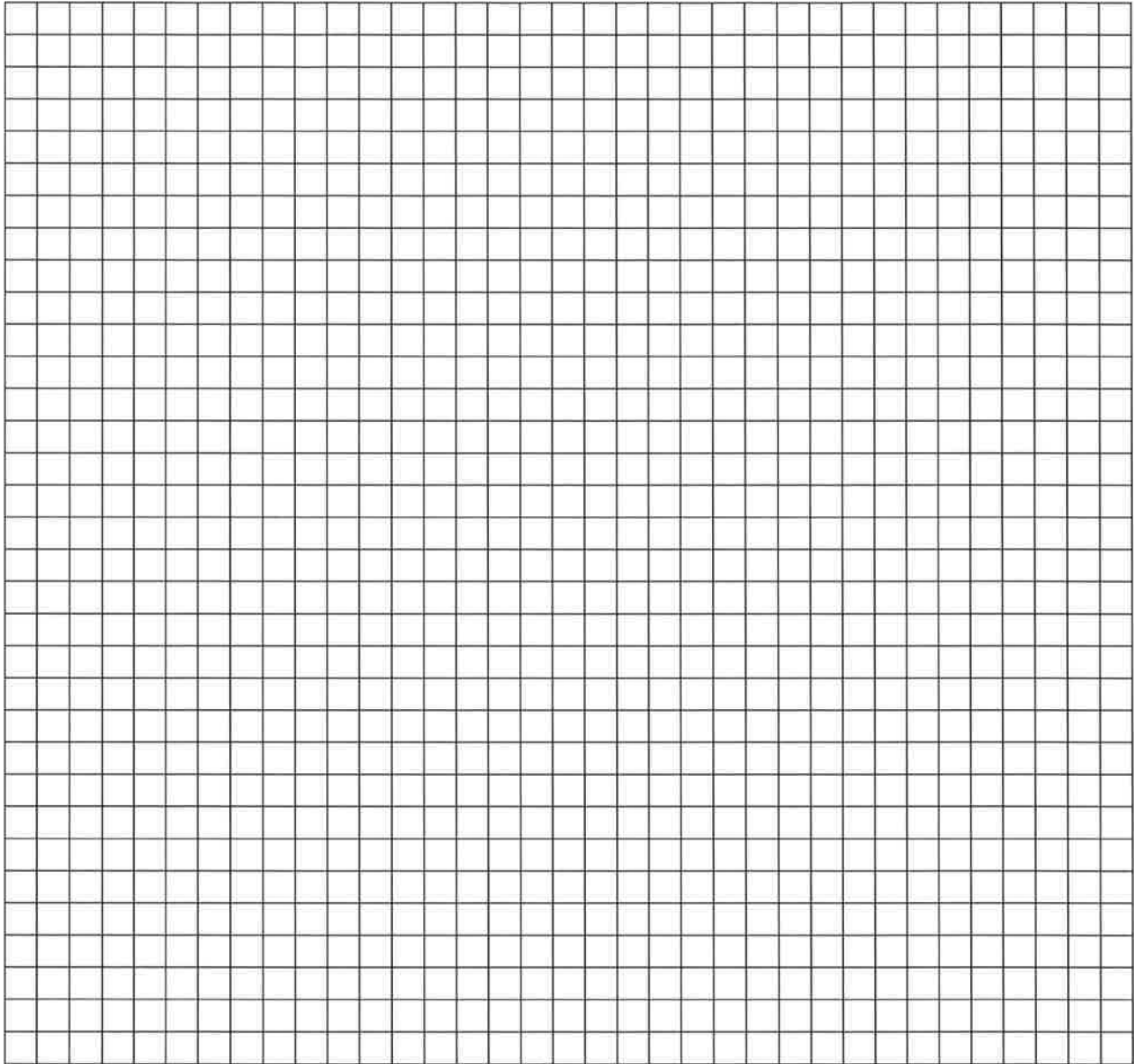
Numbers 10-12 To be completed only if your applying for a Combo Eating & Campground License

10. Menu:

Attach a copy of your menu, or a draft menu

11. Kitchen or Food Preparation Area Plan:

Use this grid or a separate sheet of graph paper to draw a floor plan, or provide a floor plan prepared by a knowledgeable party, for eating place food preparation area(s)/kitchen(s). If the plan is not drawn to scale, the dimensions must be clearly labeled.



The floor plan should include the following items.

Sinks:	Toilet Facilities:	Refrigeration:	Facilities:
1. Hand Washing	1. Water Closets	1. Walk-in Coolers	1. Food Preparation Areas
2. Ware Washing	2. Lavatories	2. Walk-in Freezers	2. Food Storage Areas
3. Utility	3. Urinals	3. Freestanding Coolers	3. Trash/Refuse/Redemption Areas
4. Food Prep	4. Other	4. Freestanding Freezers	4. Dining Areas
5. Dipper Wells		5. Ice Maker	5. Equipment/Counters/Seats/Tables
6. Other		6. Other	6. Dry Storage/All Other Storage

13. Signature:

I, Jonah Fertig-Burd, Owner/Operator of the business, hereby state that this

PLEASE PRINT NAME CLEARLY

application is accurate to the best of my knowledge. I further stipulate that I am aware that deliberate falsification of the information herein shall be sufficient cause for denial of a license to operate the business. Discovery of deliberate falsification of information on this application after a license is issued may subject the individual to penalties, fines and other sanctions authorized by licensing statutes and rules, as well as the imposition of any other penalties, fines and sanctions provided by law.

Applicant's Signature



Date of Signature 4/13/2021

THERE IS A 30 DAY REVIEW PERIOD AFTER RECEIPT OF A COMPLETED APPLICATION. INCOMPLETE APPLICATIONS WILL NOT BE REVIEWED AND WILL BE RETURNED FOR COMPLETION. A BUSINESS MUST NOT OPERATE UNTIL AN INSPECTION IS PERFORMED AND A LICENSE IS ISSUED.

PLEASE MAIL TO:

**HEALTH INSPECTION PROGRAM
286 WATER STREET 3rd FLOOR
11 STATE HOUSE STATION
AUGUSTA ME 04333-0011**



Please refer to the License Type & Fees for specific fees for various licenses on page 2

**MAKE CHECK OR MONEY ORDER PAYABLE TO: TREASURER, STATE OF MAINE
WALK-INS: WE DO ACCEPT CASH, CASH MUST BE IN THE EXACT AMOUNT ONLY.
(Fees are non-refundable.)**

**For more information, please refer to our rules <http://www.maine.gov/sos/cec/rules/10/chaps10.htm>
Chapter 205: Rules Relating to Campgrounds**

If you have questions, please call the Health Inspection Program at 207-287-5671.

We wish you remarkable success in your business!

Appendix C

Onsite Wastewater Disposal System - Local Review and Verification Form

This form is to be used by Health Inspection Program license applicants to demonstrate that their facility has adequate wastewater disposal system capacity for the use proposed. This form must be presented to the Local Plumbing Inspector of the municipality where the facility is located for review and approval of wastewater disposal system capacity.

Please include this completed form with your license application.

Health Inspection Program
Onsite Wastewater Disposal System Local Review and Approval Form HHE-602
Appendix C

To be completed by the Owner/Applicant

Date: _____

Facility Name: _____

Facility Physical Address: _____

Facility: [] Owner [] Operator: _____

Telephone: _____ E-Mail _____

Mailing Address if different from address above: _____

- 1. Check all boxes that apply: Are you proposing [] new construction [] remodeling [] ownership [] change [] change in use [] increased use or [] other? Specify: _____
2. Please describe the proposed use or proposed change in existing use for this property:
a. Prior use as licensed: _____ (for example, "a take out with no seats", "a 40 site camp ground" or "not previously licensed");
b. Proposed use: _____ (for example, "40 seat restaurant", "a 30-unit motel" or "no change in use").
c. Are you a new owner of the establishment (please circle)? Yes No

Please have the Local Plumbing Inspector at your town office verify that he/she has reviewed your proposal and has determined that: A) the existing wastewater disposal system has the capacity required for your proposal; or, B) you have had a new or expanded wastewater disposal system designed that will meet the requirements for proper wastewater disposal. Uses that increase wastewater disposal system design flows by more than 25%, including prior unapproved increases, must be installed at the time of expansion or change of ownership as required in Section 9 of the Maine Subsurface Wastewater Disposal Rules.

To be completed by the Local Plumbing Inspector:

MANDATORY: LPI please write in number of indoor/outdoor seats, rooms, campers and/or sites

SEATS-IN SEATS-OUT ROOMS COTTAGES
CAMPGROUND SITES YOUTH CAMP CAMPERS YOUTH CAMP STAFF

(To request a record search for difficult to find permits please visit www.mainepublichealth.gov/septic-systems)

I, _____, the undersigned, have reviewed the proposal for the subject property and find that the property is either served by an existing wastewater disposal system that meets the design requirements for the proposed use or the applicant has submitted an application for an expanded system design (and installation if required by the Expansion section of the Rules) that meets the design requirements of the Rules and any relevant local ordinances for the proposed use.

LPI Signature _____ Date _____

Land in Common

community land trust

building a collective land base for just & resilient futures in Maine

www.landincommon.org

GROUND LEASE

Executed By and Between
LAND IN COMMON, INC.

and

Celebration Tree Farm & Wellness Center, LLC

of _____, 20__

for land located at

125 Bowie Hill Rd. Durham, ME 04222

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GROUND LEASE¹

This Ground Lease Agreement is entered into on this [redacted] day of [redacted], 20[redacted], between **Land In Common, Inc.**, a nonprofit community land trust (“Land in Common”), including its successors and assigns, and **Celebration Tree Farm & Wellness Center, LLC**, a cooperatively organized LLC (“Land Steward”) and its successor entities, if any. In this Lease, Land in Common and the Land Steward are collectively called the “Parties.”

LAND ACKNOWLEDGEMENTS

Land in Common and Land Steward acknowledge that the Land referenced in this Ground Lease is one interconnected part of the whole Earth that is the source of all life and the body to which all life returns. The Land was here before us, gave birth to all that we know and love, and it will endure long after this document and the cultures that produced it have crumbled to dust. We affirm our shared responsibility to this Land, we commit ourselves to caring for it and defending it from harm, and we strive to honor its gifts with our lives and actions.

Furthermore, we acknowledge the original Wabanaki caretakers of this land, the Abenaki, and we honor their Elders, past, present, and future. We commit ourselves to remembering the histories of genocide that have taken their lives and land, to honoring their centuries of resistance and resilience, to supporting their contemporary resurgence and sovereignty, and to confronting our own relationships to colonialism and its legacies, stopping ongoing harms, and contributing as best we can to healing and repair.

RECITALS

1. Land in Common is a nonprofit community land trust organized for the following purposes:

- (a) To hold title to real property, and to the development rights to real property, in order to protect affordable housing, community spaces, agricultural lands, and conservation lands from real estate speculation and unsustainable development.

¹ This Ground Lease has been developed over the course of more than a decade with the input of many people. Major elements of the Lease are derived from the Grounded Solutions Network’s [2011 Model Ground Lease](#). Significant alterations and additions have been made by members of Land in Common’s Board of Directors and staff, including Ethan Miller, Nathan Brimmer, Daphne Loring, Bonnie Shulman, Kate Boverman, Sherie Blumenthal, Mike Hermann, and Sara Bobson. Additional important input has come from Dawn Neptune Adams, Phil Worden, Don Furman, and various participants in the Agrarian Commons Creation Committee lease development process.

(b) To preserve and protect ecological integrity on land held by the organization, fostering spiritual and physical relationships of mutual care and respect between people, the land, and all species who share it.

(c) To support, develop and share models and practices of democratic, equitable and ecologically responsible land care, housing and livelihood, economic self-organization, intentional community and regional solidarity-based networking;

(d) To strengthen movements within society compatible with the organization's purposes, and to facilitate public awareness and engagement in such movements.

2. Land in Common's organizational values, which this Ground Lease seeks to embody and to advance are as follows:

- We believe that land is a vital source of life and sustenance. It is not a commodity.
- We believe that land access and security should not be tied to economic wealth.
- We believe that a home is a fundamental right of all living beings.
- We are committed to justice and anti-oppression in all of our work.
- We are committed to bold experimentation and to learning with humility.
- We are committed to cooperation, collaboration, mutual-aid, and direct democracy.
- We value the true wealth of sufficiency and "enoughness."
- We honor the importance of spirituality, mindfulness, love, and joy.
- We are committed for the long haul, in the service of future generations.
- We strive to enact these values in the culture and structure of our organization.

3. The Land described in Exhibit A ("Land") is owned by Land in Common and is leased to the Land Steward in support of these purposes and values.

4. The Land Steward shares the purposes and values of Land in Common and has agreed to enter into this Lease not only to obtain the benefits specified in this Lease, but also to further the purposes and values of Land in Common.

5. Land in Common and Land Steward recognize the special nature of the terms of this Lease, and each of them accepts these terms, including those terms that affect the marketing and resale price of

the infrastructure located on the Land.

6. Land in Common and Land Steward agree that the terms of this Lease further their shared goals over an extended period and through a succession of owners.

NOW THEREFORE, Land Steward and Land in Common agree on all the terms and conditions of this Lease as set forth below.

DEFINITIONS

Land Steward and Land in Common agree on the following definitions of key terms used in this Lease.

Land, or Leased Land: The specific bounded portion of the Earth, described in Exhibit A, which is leased to the Land Steward.

Land Steward: The person, persons, or legal entity that holds this Ground Lease with Land in Common. We use the term “steward” to convey a relationship of responsibility and reciprocity with the Land rather than a relationship of control or dominion over the Land.

Infrastructure: Conventionally referred to as “improvements,” this term refers to all buildings, structures, human-made fixtures, appliances, and tools located on the Land. This Lease does not use the term “improvements” because of its historical connections to a culture of colonization. We do not presume that all human constructions and additions to the Land result in its improvement, though we hope that harm to the Land can be minimized as we seek to achieve our shared goals.

Inhabitation: This term is used in place of the conventional term “occupancy” because we aspire to create ways of relating to the land and to each other that are based in reciprocity and respect rather than on the attitude of conquest implied by “occupation.”

Ground Lease Fee: The regular fee that the Land Steward pays to Land in Common for the continuing use of the Leased Land, plus any additional amounts that Land in Common charges to the Land Steward for reasons permitted by this Lease.

Permitted Mortgage: A mortgage or deed of trust on the Infrastructure and on the Land Steward's right to possess, occupy and use the Leased Land, granted to a lender by the Land Steward with Land in Common's permission.

Event of Default: Any violation of the terms of the Lease that has not been corrected ("cured") by Land Steward or the holder of a Permitted Mortgage within the specified period after a written Notice of Default (Section 13.2) has been given by Land in Common.

Base Price: The total price that has been paid for the Infrastructure by the Land Steward as of the time of resale (including any amounts paid initially at purchase plus the total principal that has been paid off for any loans related to the purchase).

Resale Price: The maximum price the Land Steward may receive for the sale of the Infrastructure and for the Land Steward's right to possess, use, and inhabit the Leased Land, as defined in Article 9 of this Lease.

Community Equity: The portion of the total market value of a property that is held by Land in Common for the purpose of maintaining affordability.

Personal Equity: The portion of the total market value of a property that is held by the Land Steward and can become personal income upon the sale of this property. This equity is purposefully limited by this Ground Lease and by Land in Common's structure to ensure long-term affordability for future Land Stewards.

Initial Appraisal: The market value appraisal of the infrastructure (separate from the land) at the time of the Land Steward's purchase.

Time of Sale Appraisal: The market value appraisal of the infrastructure (separate from the land) at the time that the current Land Steward wishes to sell the property.

Improvement Value: Time of Sale Appraisal value minus Initial Appraisal value.

ARTICLE 1. LEASED LAND

1.1. LAND IN COMMON LEASES LAND TO LAND STEWARD The Land in Common hereby leases to Land Steward and Land Steward hereby accepts, the right to inhabit and use the Leased Land (described in the attached Exhibit A) in accordance with the terms of this Lease.

1.2. MINERAL RIGHTS NOT LEASED TO LAND STEWARD. Land in Common does not lease to Land Steward the right to remove any minerals lying beneath the Land's surface. Ownership of such minerals remains with Land in Common, but Land in Common shall not remove them.

ARTICLE 2. DURATION OF LEASE

2.1. LEASE TERM IS 99 YEARS This Lease shall remain in effect for 99 years, beginning on the [REDACTED] day of [REDACTED], 20[REDACTED] (the "Commencement Date"), and ending on the [REDACTED] day of [REDACTED], 20[REDACTED], unless ended sooner or renewed as described below.

2.2. LAND STEWARD CAN RENEW LEASE This Ground Lease may be renewed for an unlimited number of additional periods of 99 years at the sole option of the Land Steward, as long as the Land Steward is not in Default under this Lease (see [Article 11](#)) or under a Permitted Mortgage (see [Article 7](#)) at the time of the current Lease's expiration.

2.3. PROCESS FOR RENEWING LEASE. The process for renewing the Lease is as follows:

(a) Land in Common shall give Land Steward a written notice ("Expiration Notice") of the current Lease's expiration date at least one year (and not more than 18 months) prior to that expiration date. This notice shall include a description of the process for renewal described here, along with any changes to the Lease that Land in Common proposes to make for the next 99-year lease period.

(b) If Land in Common does not give the Expiration Notice by the end of the first month of the final year of the current Lease Term, Land Steward may request renewal of the Lease Agreement in writing. If Land in Common fails to respond to this request, the current Ground Lease shall remain in effect on a one-year rolling basis until a new Ground Lease is established.

(c) Within sixty (60) days upon receiving the Expiration Notice, Land Steward shall give written notice (“Renewal Notice”) to Land in Common of their desire to renew the Lease.

(d) When Land in Common has received the Renewal Notice, Land Steward and Land in Common shall either negotiate and sign a mutually-accepted modified Ground Lease, or sign a memorandum stating that the option to renew the current Ground Lease has been exercised. The memorandum shall comply with the requirements for a Notice of Lease described in Section 13.2 below.

2.4. REGULAR AND AS-NEEDED REVIEWS OF LEASE Both Parties shall review the terms and conditions of this Lease and confer with each other at a minimum of every five (5) years to be sure that both Parties are reasonably satisfied with its terms and that it continues to accurately reflect the mutual understanding of both Parties. The Parties shall also confer with each other when a change is requested by either Party or required by circumstances. These reviews shall take place at a mutually agreed upon time and location with authorized representatives of both Land Steward and Land in Common present. Mutually agreed upon changes to this Lease can be accomplished with an addendum to this Lease.

2.5. WHAT HAPPENS IF LAND IN COMMON EVER DECIDES TO SELL THE LAND. In the event that ownership of, or title to, the Land is conveyed or transferred, voluntarily or involuntarily, by Land in Common to any other person or entity, this Lease shall not cease, but shall remain binding and unaffected. However, in the event Land in Common decides to sell, convey, or otherwise transfer the Land to any entity **other than one** that is willing and able to hold and administer this Ground Lease and that is also either (a) a Wabanaki-led organization or entity committed to long-term land care or (b) a 501(c)3 nonprofit organization committed to land conservation and affordable land and housing access, the Land Steward shall have a right of first refusal to purchase the Land. This right is specified in Exhibit B of this Lease.

ARTICLE 3. USE OF AND CARE FOR LAND

3.1. LAND IS THE SOURCE OF ALL LIFE The Parties recognize the Land as one small part of the whole, living, unbounded Earth from which all life comes and to which all life returns. This land is not “property”; it is not a “commodity” or an “asset” to be bought and sold; and it is not a “resource” from which wealth can be extracted. The Land is a *relationship to which we are bound*. It is the source of

sustenance for ourselves and for the more-than-human others with whom we share life and home. As dependent beings seeking to be in good relationship with the Land, we are obligated to care for it, to share it, to offer gratitude, and to seek healing and justice through its use.

3.2. HUMAN USES OF LAND. A primary goal of this Lease is to facilitate the use, inhabitation of, and gracious care for the Land by the Land Steward for the purposes of an organic tree farm, agriculture, recreation, camping, and wellness programs, and other purposes which fulfill the mission and enact the values of Land in Common. The Land Steward shall not substantially employ the Land for purposes except those described here.

3.3. CARE FOR LAND. Land Steward will care for the land in ways that, according to ecologically-informed best practices of the time, ensure the long-term health of the soil and water, the flourishing of place-appropriate biodiversity of flora and fauna, the maintenance and enhancement of long-term carbon sequestration processes, and the ongoing, synergistic integration of the Land with its wider ecological relations. In addition, Land Steward will:

- (a) [Include place-specific elements of Land care here]
- (b) [Include place-specific elements of Land care here]
- (c) [Include place-specific elements of Land care here]

3.4. RESPONSIBLE USE AND SAFE SPACE Notwithstanding the rights to reasonable self-defense from parties or actions posing immediate danger to persons, infrastructure, or land, Land Steward shall use the Land in a manner so as not to cause harm to others or to participate in or support activities that denigrate, demean or marginalize persons on the basis of race, ethnicity, nationality, gender identity and expression, sexual orientation, class background, or identity, age, ability, culture, or religion.

3.5. LAND STEWARD IS RESPONSIBLE FOR USE BY OTHERS. Land Steward shall be responsible for the use of the Land by all residents and their families, friends and visitors and anyone else using the Land with their consent.

3.6. LAND MUST BE CONSISTENTLY INHABITED BY LAND STEWARD. The Land Steward shall inhabit the Land for at least eight (8) months of each calendar year during the term of this Lease, unless otherwise agreed by Land in Common. Inhabitation by any persons authorized by the Land Steward, without any obligation to pay rent or provide services in lieu of rent, shall be

deemed inhabitation (occupancy) by Land in Common. Storage of personal property does not constitute inhabitation.

3.7. LAND IN COMMON MAY VISIT LAND FOR LEASE ACCOUNTABILITY. For purposes of ongoing accountability to the terms of this Lease Agreement, representatives of Land in Common may visit any outdoor portion of the Leased Land at any reasonable time after notifying the Land Steward at least 48 hours before the planned visit. No more than four (4) accountability visits may be carried out in a single year, except in the case of an emergency, a report of a potential Lease violation, or in the event of an ongoing Lease violation. In such exceptional cases, the representatives of Land in Common may visit any outdoor portion of the Leased Land after making reasonable efforts to inform the Land Steward before the visit. If Land in Common has received an Intent-To-Transfer Notice (described in Section 9.4 below), then Land in Common or its authorized representative has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to the sale. The Land in Common must notify the Land Steward at least forty-eight (48) hours before carrying out such inspection.

3.8. LAND STEWARD HAS A RIGHT TO PEACEFUL ENJOYMENT. Subject to the terms of this Lease, so long as Land Steward performs all of its obligations under this Lease, Land Steward has the right to not be disturbed in their use and inhabitation of the Land by Land in Common or by any of its agents. Land in Common has no desire or intention to interfere with the personal lives, associations, expressions, or actions of the Land Steward in any way not permitted by this Lease.

ARTICLE 4. GROUND LEASE PAYMENT

4.1. PURPOSE OF GROUND LEASE FEE In consideration of the continued use and inhabitation of the Land, the Land Steward shall pay to Land in Common a Ground Lease Fee (the “Ground Lease Fee” or “Lease Fee”). The intent of this Ground Lease Fee is to cover some expenses relating to the ownership and stewardship of the Land, including administration costs, to contribute to the long-term sustenance of Land in Common and its mission, and to enact reparation to Wabanaki people for historical land theft.

4.2. HOW THE GROUND LEASE FEE IS DETERMINED The Ground Lease Fee shall be adjusted every three years, and agreed upon by the General Membership of Land in Common at its Annual Meeting according to the process specified below. Decisions about the Ground Lease Fee shall

take the following elements, among others, into consideration: any loan payments connected to the Leased parcel, a share of Land in Common administrative costs, a contribution toward organizational contingency funds, a contribution toward broader mission-based work of Land in Common, and a reparations payment to Wabanaki people.

The Ground Lease Fee shall be adjusted according to the following process:

(a) On the third year after the commencement of this Lease or after the most recent Ground Lease Fee adjustment, and no less than two (2) months prior to the Annual Meeting of Land in Common's General Membership, Land in Common's Board of Directors shall draft a proposal for a new Ground Lease Fee and deliver it to the General Membership of Land in Common, including the Land Steward. This proposal shall include Land in Common's proposed annual operating budget for the following year, as well as all proposals for Lease Fee changes pertaining to other Land in Common leasehold properties.

(b) Land Steward shall have thirty (30) days from the receipt of such proposal to respond in writing to Land in Common with proposed amendments. Such response shall include an explanation of the reasons for such amendments.

(c) In the event of such proposed amendments, Land in Common shall draft a revised Ground Lease Fee Adjustment Proposal and deliver it to the General Membership of Land in Common, including Land Steward, no less than seven (7) days prior to the Annual Meeting of Land in Common's General Membership.

(d) This proposal shall be brought before the General Membership of Land in Common at the Annual Meeting for discussion, amendments, and final approval.

4.3. NOTIFICATION OF FEE AMOUNT. Upon determining the Ground Lease Fee amount, Land in Common shall promptly notify the Land Steward of this new amount.

4.4. PAYMENT OF GROUND LEASE FEE. The Ground Lease Fee shall be payable twice annually, with five (5) months of payment due on the first day of January and the remaining (7) months of payment due on the first day of July, for as long as this Lease remains in effect. The Land Steward may, at its sole discretion, opt to make both payments on the first day of January.

4.5. REDUCTION, DELAY OR WAIVER OF GROUND LEASE FEE. Land in Common's intention is to enable continued inhabitation of the Land by the Land Steward and to support their well-being and success. To this end, Land in Common may reduce, delay or waive entirely the Ground Lease Fee at any time in consideration of challenges encountered by the Land Steward. Any such reduction, delay or waiver must be approved by the Board of Directors.

ARTICLE 5. TAXES AND ASSESSMENTS

5.1. LAND STEWARD IS RESPONSIBLE FOR PAYING ALL TAXES The Land Steward shall pay all taxes and governmental assessments that relate to the Land and the Infrastructure, including but not limited to any form of real estate tax or assessment, ad valorem tax or gross receipts tax, or other charge or levy imposed by any authority having the direct or indirect power to tax, including any city, county, state, or federal government, or any school, agricultural, sanitary, fire, street, drainage, or other improvement district thereof (collectively, "Taxes").

5.2. LAND IN COMMON WILL PASS ON TAX BILLS TO LANDSTEWARD. In the event that a taxing authority bills Land in Common for the taxes on the Land, Land in Common shall pass the responsibility for this expense to the Land Steward and Land Steward shall promptly pay this bill.

5.3. LAND STEWARD WILL INFORM LAND IN COMMON IF THEY CANNOT PAY TAXES. If Land Steward is unable to pay some or all of its Taxes by the taxing authority's deadline, Land Steward will inform Land in Common of this situation immediately.

5.4. IF LAND STEWARD FAILS TO PAY TAXES, LAND IN COMMON MAY INCREASE LEASE FEE: In the event that Land Steward fails to pay the taxes or other charges described in Section 5.1 above, Land in Common may pay these taxes and increase Land Steward's Lease Fee to offset the amount of taxes and other charges owed by Land Steward. Such an increase shall be made with the intention of ensuring the long-term continuation of Land Steward's tenure on the Land while also reimbursing Land in Common for any taxes paid on behalf of Land Steward.

5.5. LAND STEWARD HAS A RIGHT TO CONTEST TAXES. The Land Steward shall have the right to contest the amount or validity of any taxes or assessments on the Infrastructure or on the Land. Land in Common may, upon request by the Land Steward, join in any such proceedings. All costs and expenses of such proceedings shall be paid by the Land Steward.

5.6. **PARTY THAT PAYS TAXES MUST SHOW PROOF** . Each party will, upon request by the other party, furnish evidence documenting the payment of all Taxes, assessments, and other charges described in this Lease.

ARTICLE 6. INFRASTRUCTURE

6.1. **THE LAND STEWARD OWNS INFRASTRUCTURE** All structures, including buildings, fixtures, and other Infrastructure purchased, constructed, or installed by the Land Steward on any part of the Land at any time during the term of this Lease (collectively, the “Infrastructure”) shall be property of the Land Steward. Title to the Infrastructure shall be and remain vested in the Land Steward. However, Land Steward’s rights of ownership are limited by certain provisions of this Lease, including Section 6.5 and Article 9 below.

(a). Removal of Infrastructure. The Land Steward shall have the right to remove any non-permanent Infrastructure, including, but not limited to, arbors, movable sheds, appliances, water hand pumps, solar panels, and other structures not anchored permanently to below-grade foundations. Removal of permanent Infrastructure may be undertaken only with the prior written consent of Land in Common, which Land in Common in its discretion may withhold for reasons related to its organizational purposes.

(b). Dollar Value of Ownership Interest in Infrastructure. The dollar value of Land Steward's ownership interest in said Infrastructure (“Personal Equity”) shall be calculated in accordance with the Resale Price formula described in Section 9.7.

6.2. **LAND STEWARD IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS**. Land Steward shall, to the best of their ability, maintain the Infrastructure in good, safe, and habitable condition in all respects, except for normal wear and tear. Land Steward hereby assumes responsibility for maintaining all services or facilities on the Land, and shall see that all necessary repairs and replacements are accomplished when needed. It is further agreed that:

(a) The Land in Common has no obligation or duty, whether express, implied or otherwise, to furnish any services or facilities, including, but not limited to heat, electricity, air conditioning or water, or to make any repairs to the Land or Infrastructure, and the Land Steward hereby assumes the full and sole responsibility for furnishing all services or facilities.

(b) Any duty or obligation imposed (expressly, impliedly or otherwise) upon Land in Common by any applicable law, ordinance, rule or regulation in regard to the upkeep, maintenance, repair or replacement of any portion of the Land or the Infrastructure, and the responsibility for performing and observing each such duty or obligation, is unconditionally and fully assumed by the Land Steward.

6.3. CONSTRUCTION BY LAND STEWARD MUST MEET CERTAIN REQUIREMENTS.

Construction of buildings, roads, wells, or other significant permanent infrastructure on the Land, or major renovation of existing structures on the Land that substantially change or replace the footprint or core frame of an existing structure, is permitted only if the following requirements are met:

- (a) All costs shall be borne and paid for by the Land Steward;
- (b) Construction shall be performed in a sound and professional manner;
- (d) Permanent structures intended as year-round dwellings shall not be built, installed, or substantially renovated (as described above) on the Land without the prior written consent of Land in Common;
- (e) For any such construction requiring Land in Common's prior written consent, Land Steward shall submit a written request to Land in Common. Such request shall include:
 - (1) a written statement of the reasons for undertaking the construction;
 - (2) floor plan and elevation drawings showing dimensions of proposed construction;
 - (3) a simple map showing the location of the proposed construction on the land;
 - (4) a list of primary types of material to be used;
 - (5) a description of how waste and water associated with the construction will be dealt with;
 - (6) estimated total cost of construction (a range may be given); and
 - (7) a statement of who will do the work.

If Land in Common finds it needs additional information, it shall request such information from Land Steward within two weeks of receipt of Land Steward's request. Land in Common then, within two weeks of receiving all necessary information (including any additional information it may have requested) shall give Land Steward either its written consent or a written statement of its

reasons for not consenting. The Land in Common may only withhold consent if the Land Steward's proposal violates terms of this Lease Agreement.

6.4. LAND STEWARD MAY NOT ALLOW STATUTORY LIENS TO REMAIN AGAINST LEASED LAND OR INFRASTRUCTURE. No lien of any type shall attach to Land in Common's title to the Leased Land. Land Steward shall not permit any statutory or similar lien to be filed against the Leased Land or the Infrastructure which remains more than sixty (60) days after it has been filed. Land Steward shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If Land Steward fails to discharge such lien within the 60-day period, then Land Steward shall immediately notify Land in Common of such failure. Land in Common shall have the right to discharge the lien by paying the amount in question. Land Steward may, at Land Steward's expense, contest the validity of any such asserted lien, provided Land Steward has furnished a bond or other acceptable surety in an amount sufficient to release the Leased Land from such lien. Any amounts paid by Land in Common to discharge such liens shall be treated as an additional Lease Fee payable by Land Steward.

6.5. WHEN LEASE ENDS, OWNERSHIP OF INFRASTRUCTURE REVERTS TO LAND IN COMMON, WHICH SHALL REIMBURSE LAND STEWARD. Upon the expiration or termination of this Lease, ownership of the Infrastructure shall revert to Land in Common. Upon thus assuming title to the Infrastructure, Land in Common shall pay Land Steward and any Permitted Mortgagee(s) on a reasonable schedule of Land in Common's choosing, as follows:

FIRST, Land in Common shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee by Land Steward;

SECOND, Land in Common shall pay the Land Steward the balance of the Resale Price calculated in accordance with Article 9 below, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to Land in Common under the terms of this Lease. The Land Steward shall be responsible for any costs necessary to clear any additional liens or other charges related to the Infrastructure which may be assessed against the Infrastructure. If the Land Steward fails to clear such liens or charges, the balance due the Land Steward shall be reduced by the amount necessary to release such liens or charges, including reasonable attorney's fees incurred by Land in Common.

ARTICLE 7. FINANCING

7.1. LAND STEWARD CANNOT MORTGAGE THE INFRASTRUCTURE WITHOUT LAND IN COMMON'S PERMISSION: The Land Steward may mortgage the Infrastructure, or refinance a mortgage, only with the written permission of Land in Common. Any mortgage or deed of trust permitted in writing by Land in Common is defined as a Permitted Mortgage, and the holder of such a mortgage or deed of trust is defined as a Permitted Mortgagee. The precise definition of a Permitted Mortgage is specified in Exhibit C of this Lease Agreement.

7.2 BY SIGNING LEASE, LAND IN COMMON GIVES PERMISSION FOR ORIGINAL MORTGAGE. By signing this Lease, Land in Common gives written permission for any mortgage or deed of trust signed by the Land Steward effective on the day this Lease is signed for the purpose of financing Land Steward's purchase of the Infrastructure.

7.3. LAND STEWARD MUST GET SPECIFIC PERMISSION FOR REFINANCING. If, at any time after the signing of the Lease, Land Steward seeks a loan that is to be secured by a mortgage on the Infrastructure (to refinance an existing Permitted Mortgage or to finance Infrastructure repairs or for any other purpose), Land Steward must inform Land in Common, in writing, of the proposed terms and conditions of such mortgage loan at least thirty (30) business days prior to the expected closing of the loan. The information to be provided to Land in Common must include:

- (a) a description of the property to be mortgaged;
- (b) the name of the proposed lender;
- (c) Land Steward's reason for requesting the loan;
- (d) the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any;
- (e) expected closing costs; the rate of interest;
- (f) the repayment schedule;
- (g) a copy of the appraisal commissioned in connection with the loan request;
- (h) other financing options explored and reasons why these options cannot be further pursued;
- (i) and a proposal regarding how the loan will be repaid on a regular basis, including projected annual budgets for the first five years of the proposed loan term.

Land in Common may also require Land Steward to submit additional information. Land in Common will not permit such a mortgage loan if the loan increases Land Steward's total mortgage debt to an amount greater than 80% of the then current Resale Price, calculated according to Section

9.7 below, or if the terms of the transaction otherwise threaten the interests of either the Land Steward or Land in Common.

7.4. LAND IN COMMON IS REQUIRED TO PERMIT A “STANDARD PERMITTED MORTGAGE.” The Land in Common shall be required to permit any mortgage for which the mortgagee has signed a “Standard Permitted Mortgage Agreement” as set forth in Exhibit C and for which the loan secured thereby does not increase Land Steward’s total mortgage debt to an amount greater than 80% of the then current Resale Price, calculated in accordance with Section 9.7 below.

7.5. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the requirements stated in Exhibit C which is made a part of this Lease by reference, unless the particular requirement is removed, contradicted or modified by a Rider to this Lease signed by the Land Steward and Land in Common to modify the terms of the Lease during the term of the Permitted Mortgage.

7.6. RIGHTS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall have all the rights and protections stated in Exhibit C which is made a part of this Lease by reference.

7.7. IN THE EVENT OF FORECLOSURE. Land Steward and Land in Common recognize that it would be contrary to the purposes of this agreement if Land Steward could receive more than the Resale Price as the result of the foreclosure of a mortgage. Therefore, Land Steward hereby irrevocably assigns to Land in Common all net proceeds of sale of the Infrastructure that would otherwise have been payable to Land Steward and that exceed the amount of net proceeds that Land Steward would have received if the property had been sold for the Resale Price, calculated as described in Section 9.7 below. Land Steward authorizes and instructs the Permitted Mortgagee, or any party conducting any sale, to pay such excess amount directly to Land in Common. If, for any reason, such excess amount is paid to Land Steward, Land Steward hereby agrees to promptly pay such amount to Land in Common.

7.8. COSTS OF PERMITTED MORTGAGE. The Land Steward shall pay to Land in Common at Land in Common’s option, as Additional Payment under this Lease, all fees, costs and expenses, including, without limitation, reasonable attorneys’ fees, incurred by Land in Common in connection with any Permitted Mortgage.

ARTICLE 8. LIABILITY, INSURANCE, DAMAGE, AND EMINENT DOMAIN

8.1. LAND STEWARD ASSUMES ALL LIABILITY. From and after the date of this Lease, the Land Steward assumes sole responsibility and liability to any and all persons and authorities related to its possession, occupancy and use of the Land.

8.2. LAND STEWARD MUST DEFEND LAND IN COMMON AGAINST ALL CLAIMS OF LIABILITY. Land Steward shall defend, indemnify and hold Land in Common harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Land. Land Steward waives all claims against Land in Common for injury or damage on or about the Leased Land.

8.3. LAND STEWARD MUST REIMBURSE LAND IN COMMON In the event Land in Common shall be required to pay any sum that is the Land Steward's responsibility or liability, the Land Steward shall reimburse Land in Common for such payment and for reasonable expenses caused thereby.

8.4. LAND STEWARD MUST INSURE THE INFRASTRUCTURE AND LAND. Land Steward must insure the Infrastructure against loss and maintain liability insurance on the Infrastructure and Land.

(a). Casualty Insurance. Land Steward shall, at Land Steward's expense, keep the Infrastructure continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Infrastructure, and in any event in an amount that will not incur a coinsurance penalty. The amount of such insured replacement value must be approved by Land in Common. If Land in Common determines at any point that the replacement value to be insured should be increased, Land in Common shall inform the Land Steward of such required increase at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Land Steward shall assure that the renewal includes such change. If Land Steward wishes to decrease the amount of replacement value to be insured, Land Steward shall inform Land in Common of the proposed change at least 30 days prior to the time such change would take effect. The change shall not take effect without Land in Common's approval. Certificates of casualty insurance shall be delivered to Land in Common annually, as described in Section 13.1 of this Lease.

(b). Liability Insurance. The Land Steward shall, at its sole expense, maintain in full force and effect public liability insurance using ISO Form HO 00 03, or its equivalent, in the minimum amount of \$350,000 per occurrence and in the aggregate. Land in Common shall be named as an additional insured using ISO Form HO 04 41, or its equivalent, and certificates of insurance shall be delivered to Land in Common annually, as described in Section 13.1 of this Lease. The dollar amounts of such coverage may be increased from time to time at Land in Common's request but not more often than once every three years. Land in Common shall inform the Land Steward of such required increase in coverage at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Land Steward shall assure that the renewal includes such change. The amount of such increase in coverage shall be based on current trends in liability insurance coverage in the area in which the Infrastructure is located.

(c). The Land in Common's Right of Waiver. The Land in Common reserves the right to waive, at its sole discretion, the requirement set forth in this Section 8.4 or to approve an alternative or unconventional plan for insurance. Land Steward may submit at any time and in writing a proposal to Land in Common for such waiver or alternative. This proposal shall be reviewed by Land in Common's Board of Directors and notice of approval or rejection, including reasons for this rejection, shall be delivered to the Land Steward within sixty (60) days from the time of receipt. Land Steward maintains the right to submit modified proposals in response to the event of a rejection by Land in Common.

8.5. WHAT HAPPENS IF INFRASTRUCTURE IS DAMAGED OR DESTROYED. Except as described below, in the event of fire or other damage to the Infrastructure, the Land Steward shall take all steps necessary to ensure the repair of such damage and the restoration of the Infrastructure to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. Land Steward shall also promptly take all steps necessary to ensure that the damaged Infrastructure do not constitute a danger to themselves or others. Furthermore:

(a) In no event shall the Ground Lease Fee be suspended or abated, unless Land in Common, at its sole discretion, decides to do so in consideration of the personal hardship or incapacity of the Land Steward.

(b) If Land Steward, based on professional estimates, determines either (1) that full repair and restoration is physically impossible, or (2) that the available insurance proceeds will pay for less than the full cost of necessary repairs and that Land Steward cannot otherwise afford to cover the

balance of the cost of repairs, then Land Steward shall notify Land in Common of this problem, and Land in Common may then help to resolve the problem. Methods used to resolve the problem may include efforts to increase the available insurance proceeds, efforts to reduce the cost of necessary repairs, efforts to arrange affordable financing covering the costs of repair not covered by insurance proceeds, and any other methods agreed upon by both Land Steward and Land in Common.

(c) If Land Steward and Land in Common cannot agree on a way of restoring the Infrastructure in the absence of adequate insurance proceeds, or on any other satisfactory alternative that would enable the Land Steward to remain on the Land, then Land Steward may give Land in Common written notice of intent to terminate the Lease. The date of actual termination shall be no less than sixty (60) days after the date of notice. Upon termination, any insurance proceeds payable to Land Steward for damage to the Infrastructure shall be paid as follows:

FIRST, to the expenses of their collection;

SECOND, to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s);

THIRD, at Land in Common's discretion, to the expenses of removing the remaining Infrastructure and clearing debris;

FOURTH, to Land in Common for any amounts owed at the time of termination under this Lease;

FIFTH, to the Land Steward, up to an amount equal to the Resale Price (Section 9.7), as of the day prior to the loss, minus any amounts paid with respect to the second, third, and fourth clauses above;

SIXTH, the balance, if any, to Land in Common.

8.6. WHAT HAPPENS IF SOME OR ALL OF THE LAND IS TAKEN BY EMINENT DOMAIN. If all the Land is taken by eminent domain or otherwise by government entities, or if a partial taking damages or disrupts the use of the Land and Infrastructure beyond remedy or repair, the Lease shall terminate as of the date when Land Steward is required to give up possession of the Land.

Upon such termination, the entire amount of any award(s) paid shall be allocated in the way described in Section 8.5. In the event of a taking of a portion of the Land that does not result in damage to the Infrastructure or significant reduction or interruption in the usefulness of the Land to the Land Steward, then any monetary compensation for such taking shall be allocated entirely to Land in Common. In the event of a taking of a portion of the Leased Land that results in damage to the Infrastructure only to such an extent that the Infrastructure can reasonably be restored to a use consistent with this Lease, then the damage shall be treated as damage is treated in Section 8.5 above, and monetary compensation shall be allocated as described in Section 8.5.

ARTICLE 9. TRANSFER OF INFRASTRUCTURE

9.1. GOALS OF THIS ARTICLE. The Parties agree that conditions and restrictions should be placed on the transfer of Infrastructure on the Land to reflect the following goals:

- (a) To ensure that the Infrastructure on the Land is as affordable as possible for future Land Stewards, and that these future Land Stewards are committed to maintaining and growing Land in Common's mission.
- (b) To encourage actions and pathways that enact reparation and healing for people who have been most impacted by historical and contemporary land injustice.
- (c) To encourage Land Steward to maintain the Infrastructure over time and make reasonable improvements that enhance the quality of the place.
- (d) To ensure that the Land Steward is able to receive a fair, non-profit return for their purchase, maintenance, and improvement investments upon selling the infrastructure, while balancing this with the goal of affordability for the next Land Steward.
- (e) To encourage long-term relationships with the land, the local community, and with other Land in Common projects.

9.2. TRANSFERS TO OTHERS MEETING LAND IN COMMON'S PURPOSES. Except for permitted bequests specified in Section 9.3 below, Land Steward may sell, transfer, or otherwise dispose of its interest in the Land and the Infrastructure only to Land in Common or to individuals, organizations or groups that share the purposes of Land in Common and that agree to further these purposes through their use of the Land. All such transfers are to be completed only in strict

compliance with this [Article 9](#). Any purported transfer that does not follow the procedures set forth below, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void. Furthermore:

- (a) Land Steward and Land in Common agree that, to every extent practically possible, priority in such transfers should be given first to Wabanaki people or Wabanaki-led organizations, second to other BIPOC (Black, Indigenous, or other People of Color) or BIPOC-led organizations, and third to others who have been directly impacted by class inequality and land injustice.
- (b) All transfers shall be subject to Land in Common's approval and to the purchase option rights set forth in this Article.
- (c) All transfers shall require that the next Land Steward enter into a Ground Lease with Land in Common that is similar in character to this current Lease.
- (d) Any purported sale, transfer or other disposition to any other person or entity done without following the procedures set forth below or in violation of such price limitations, except in the case of a sale, transfer or other disposition to a Permitted Mortgagee in lieu of foreclosure or at a foreclosure sale or proceeding shall be null and void.

9.3 THE INFRASTRUCTURE MAY BE TRANSFERRED TO CERTAIN HEIRS OF LAND STEWARD. If Land Steward dies (or if the last surviving co-owner of the Land Steward legal entity dies), the executor or personal representative of Land Steward's estate shall notify Land in Common within ninety (90) days of the date of the death. Upon receiving such notice Land in Common shall consent to a transfer of the Infrastructure and Land Steward's rights to the Leased Land to one or more of the following possible heirs, provided that a Letter of Agreement and a Letter of Acknowledgment ([Article 14](#)) is submitted to Land in Common to be attached to the Lease when it is transferred to the heirs:

- (a) the spouse or domestic partner of the Land Steward; or
- (b) the child or children of the Land Steward; or
- (c) member(s) of the Land Steward's household who have resided in or made substantial use of the Infrastructure or the Land for at least one year immediately prior to Land Steward's death.

Any other heirs, legatees, or devisees of Land Steward may request possession of the Infrastructure and assignment of a Ground Lease from Land in Common. Land in Common will, at its sole discretion,

decide whether such a request is in alignment with the purposes of the organization and of this Ground Lease. If Land in Common determines that such a request is not acceptable, such heirs shall not be entitled to possession of the Infrastructure but must transfer it in accordance with the other provisions of this Article 9.

9.4. LAND STEWARD'S NOTICE OF INTENT TO TRANSFER. If the Land Steward wishes to transfer its leasehold interest in the Land and sell or gift all or part of the Infrastructure to another party, Land Steward shall notify Land in Common, in writing, of such wish (the "Intent-To-Transfer Notice"). Such Notice shall specify:

- (a) which portion of the Infrastructure the Land Steward wishes to transfer;
- (b) whether the transfer would be a gift or a sale; and
- (c) whether the Land Steward has a prospective recipient or buyer in mind as of the date of the Notice and, if so, the name of this prospective recipient or buyer.

9.5. AFTER RECEIVING NOTICE OF INTENT TO SELL, LAND IN COMMON SHALL COMMISSION AN APPRAISAL. If Land Steward's Intent-to-Transfer Notice specifies the intention to sell all or some of the Infrastructure, Land in Common shall, within thirty (30) days of such receipt, commission a market valuation of the Infrastructure (the "Time-of-Sale Appraisal") by a duly licensed appraiser who is acceptable to both Land Steward and Land in Common. Land in Common shall pay the cost of such Appraisal. The Time-of-Sale Appraisal shall be for the Infrastructure only, withholding from the Appraisal any market value that may be contributed by the Land, but also disregarding all restrictions imposed by this Lease on the use, occupancy and transfer of the Infrastructure. Copies of the Time-of-Sale appraisal are to be provided to both Land in Common and Land Steward.

9.6. LAND IN COMMON HAS AN OPTION TO PURCHASE INFRASTRUCTURE Upon receipt of an Intent-To-Transfer Notice from Land Steward, and if the Land Steward does not have a prospective recipient or buyer in mind for the Infrastructure or if Land in Common does not deem that transfer to such a prospective recipient or buyer would fulfill the purposes of this Ground Lease as described in the Recitals above, Land in Common shall have the option to purchase the Infrastructure (the "Purchase Option") at the Resale Price as set forth in Section 9.7 below. If Land in Common elects to purchase the Infrastructure, Land in Common shall exercise the Purchase Option by notifying Land Steward, in writing, of such election (the "Notice of Exercise of Option") within ninety (90) days of the Intent-To-Transfer Notice from Land Steward, or the Option shall expire. Having given such notice, Land in Common may either proceed to exercise the Purchase Option

directly by purchasing the Infrastructure, or may assign the Purchase Option to an entity that fulfills some or all of the purposes of Land in Common.

(a) If Land in Common elects to exercise the Purchase Option, Land in Common shall: (1) notify the Land Steward of its election to purchase within ninety (90) days of the Intent-To-Transfer Notice from Land Steward; and (2) exercise the foregoing Purchase Option within sixty (60) days of Land in Common's notice of election to purchase or its option will expire. Land in Common's notice of election shall include Land in Common's determination of the Resale Price. The times permitted for the completion of the purchase may be extended by mutual agreement of Land in Common and Land Steward. If Land in Common does not exercise the Purchase Option as set forth in this section, Land Steward may sell the Infrastructure as provided elsewhere in this Article 2.

(b) If the Purchase Option has expired or if Land in Common has failed to complete the purchase within the 90-day period, Land Steward may sell the Infrastructure and assign the Ground Lease as specified in Section 9.2 above.

(c) If Land in Common does not exercise its Purchase Option and complete the purchase of Land Steward's property as described above, and if Land Steward (a) is not then residing in or engaged in ongoing, substantial use of the Infrastructure and (b) continues to hold Land Steward's property out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one year of the date of the Intent-to-Transfer Notice, Land Steward does hereby appoint Land in Common its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the purposes of this Ground Lease, sell the Infrastructure, and pay to the Land Steward the proceeds of sale, minus Land in Common's costs of sale and any other sums owed Land in Common by Land Steward.

9.7. THE RESALE PRICE. In no event may the Infrastructure be sold for a price that exceeds the price determined by the Resale Formula described here. With reference to the definitions established in the Definitions section of this Ground Lease, the basic formula for calculating the Resale Price for all or a portion of the Infrastructure is as follows:

- Resale Price = Base Price + Improvement Value + a graduated addition of 1% of the Time-of-Sale Appraised Value per year that this Ground Lease has remained in effect at the time of sale, up to 50% of the total Time-of-Sale Appraised Value. (Improvement Value = Time of Sale Appraised Value minus Initial Appraised Value).

This Resale Formula may be adjusted in the following ways to account for specific circumstances :

(a) When some or all of the infrastructure is initially gifted to the Land Steward rather than purchased, the value of this gift is considered Community Equity that is held in trust by Land in Common to increase equitable access for future Land Stewards. In such a case, the Base Price is adjusted downward by the amount of the gift value.

(b) When some or all of the infrastructure is built by the Land Steward at their own expense, the total costs of construction (“Replacement Value”) must be recorded by the Land Steward and shared with Land in Common as part of the process of establishing a deed for the new structure. Land in Common shall record this value as the Base Price for the new structure. If total cost records show unreasonable expenses, Land in Common’s Board of Directors may elect to limit this Base Price to an amount deemed reasonable by a professional appraiser’s estimate of Replacement Value for the construction in question.

(c) When a given parcel of Leased Land includes a mix of gifted, purchased, and/or owner-built structures, each building on the Land will be treated individually in the calculation of the Resale Price. The total Base Price for the Infrastructure that is to be transferred shall be derived by adding together the Base Price calculations for each infrastructure unit.

(d) When no initial appraisal has been done for a portion of infrastructure, the municipal assessment of the infrastructure made at the start of the Ground Lease period will be used in its place as the basis for determining the Base Price.

(e) In the case of variations not covered by this Ground Lease that render the direct use of the Resale Formula difficult or unclear, Land in Common reserves the right to determine the valuation and calculation procedures that best achieve the intentions of the Ground Lease as stated in the Recitals and the goals of the Resale Price as described in Section 9.1.

9.8. NEW LAND STEWARD SHALL RECEIVE NEW LEASE. Land in Common shall issue a new Ground Lease to any person who acquires the Infrastructure in accordance with the terms of this Article 9. Such new Ground Lease shall be substantially the same as this Lease in the rights, benefits and obligations assigned to Land Steward and Land in Common.

9.9. NEW LAND STEWARD MAY BE CHARGED A TRANSFER FEE. In the event that Land Steward transfers the home to a party other than Land in Common (whether directly to such party or as a result of Land in Common's assignment of its Purchase Option to such party), the price to be paid by such purchaser shall include in addition to the Purchase Option Price, at the discretion of Land in Common, a transfer fee to compensate Land in Common for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than 5% of the Resale Price.

ARTICLE 10. SUBLEASING

10.1. LAND MAY BE SUBLEASED WITH LAND IN COMMON'S PERMISSION. As long as such a sublease does not violate other terms of this Ground Lease, Land Steward may sublease portions of the Land for purposes specified in Article 3 with the written permission of Land in Common. Land in Common shall have the right to withhold such consent in situations that do not fulfill the purposes of this Lease as specified in Article 3.

10.2. INFRASTRUCTURE MAY BE LEASED WITH LAND IN COMMON'S PERMISSION. Land Steward may lease Infrastructure to other parties for purposes specified in Article 3 with the written permission of Land in Common. Land in Common shall have the right to withhold such consent in situations that do not fulfill the purposes of this Lease as specified in Article 3.

10.3. ALL PARTIES ARE BOUND BY GROUND LEASE. All parties holding a lease or sublease shall be bound by all the covenants, terms and conditions of this Ground Lease. In addition, the breach of any covenant, term, or condition set forth in this Ground Lease by any occupant or by anyone acting for or under such occupant shall be deemed a breach of this Ground Lease and Land Steward agrees to enforce the compliance of any sublease holder with the terms and conditions specified here. If Land in Common reasonably determines that Land Steward has defaulted in enforcing the provisions of this Ground Lease, then upon notice of this default to Land Steward ("Default Notice", described in Section 11.1 below), Land in Common shall be entitled but not obligated to enforce such provisions directly with respect to occupants.

ARTICLE 11. DEFAULT

11.1. NOTIFICATION OF DEFAULT. Upon recognition of a failure of Land Steward to comply with the terms and conditions of this Lease Agreement, Land in Common shall provide written notice of such violation to Land Steward (“Default Notice”).

11.2. WHAT HAPPENS IF LAND STEWARD FAILS TO MAKE PAYMENTS TO LAND IN COMMON. It shall be an Event of Default if the Land Steward fails to pay the Ground Lease Fee Payments (Article 4) or other charges required by the terms of this Lease, and such failure is not cured by Land Steward within sixty (60) days. However, if Land Steward makes a good faith partial payment of the amount owed during such initial 60-day period, then such period shall be extended one additional 30-day period. Should Land Steward be unable to cure the default in either grace period, Land in Common may grant further 30-day extensions at its discretion provided that Land Steward offers a reasonable explanation of the default and a plan to cure this default within a reasonable time.

11.3. WHAT HAPPENS IF LAND STEWARD VIOLATES NON-MONETARY TERMS OF THE LEASE. It shall be an Event of Default if Land Steward fails to abide by any other material term or condition in this Lease, and such failure is not cured within sixty (60) days. However, in the case where the Land Steward has begun curing the Default within the 60-day period and is continuing to pursue this cure with due diligence, the 60-day period may be extended at the discretion of Land in Common for an amount of time that may be reasonably required under the circumstances to complete the cure.

11.4. WHAT HAPPENS IF LAND STEWARD DEFAULTS AS A RESULT OF JUDICIAL PROCESS. It shall be an immediate Event of Default and this Lease Agreement shall immediately terminate if the estate hereby created is taken on execution or by other process of law, or if Land Steward is judicially declared bankrupt or insolvent according to law, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of Land Steward's property by a court of competent jurisdiction, or if a petition is filed for the reorganization of Land Steward under any provisions of the Bankruptcy Act now or hereafter enacted, or if Land Steward files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts. Land Steward shall be required to provide written notice to Land in Common of any actions or events described in this Section 11.4.

11.5. AN UNCURED DEFAULT GIVES LAND IN COMMON THE RIGHT TO TERMINATE THE LEASE OR EXERCISE ITS PURCHASE OPTION It is against the

purposes of this Ground Lease and the values of Land in Common to terminate this Lease and evict Land Stewards from the Land unless the terms and covenants of this Lease have been violated even after significant good faith attempts by Land in Common to support and enable the cure of this Default. With the exception of the terms of [Section 11.4](#) above, Land in Common may only terminate this Lease in the case of an Event of Default described in [Sections 11.2](#) and [11.3](#) that has not been cured even after multiple extensions and attempts to support the process of cure have been made. Within the processes established in [Sections 11.2](#) and [11.3](#) above, Land in Common reserves the right to determine when such a point of uncured Default has been reached.

(a) In the case of such termination, Land in Common may initiate summary proceedings under applicable law against Land Steward, and Land in Common shall have all the rights and remedies consistent with such laws and resulting court orders to enter the Leased Land and any Infrastructure thereupon and repossess the entire Land and Infrastructure, and require Land Steward and those claiming rights through Land Steward to cease inhabiting or using the Land and Infrastructure. In addition, Land in Common shall have such additional rights and remedies to recover from Land Steward arrears of Ground Lease Fees and damages from any preceding breach of any covenant of this Lease.

(b) If this Lease is terminated by Land in Common pursuant to an Event of Default, then, as provided in [Section 6.5](#) above, upon thus assuming title to the Infrastructure, Land in Common shall pay to Land Steward and any Permitted Mortgagee an amount equal to the Resale Price calculated in accordance with [Section 9.7](#) above, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to Land in Common under the terms of this Lease and all reasonable costs (including reasonable attorneys' fees) incurred by Land in Common in pursuit of its remedies under this Lease. If Land in Common elects to terminate the Lease, then the Permitted Mortgagee shall have the right (subject to [Article 7](#) above and the attached [Exhibit C](#)) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire Land Steward's interest in the Infrastructure and the Leased Land by foreclosure of its mortgage or otherwise.

(c) In the case of any Events of Default described above, Land Steward hereby grants to Land in Common (or its assignee) the option to purchase the Infrastructure for the Resale Price as such price is defined in [Section 9.7](#) above. Within thirty (30) days after the expiration of any applicable cure period as established in [Sections 11.2](#) or [11.3](#) above or within 30 days after any of the events constituting an Event of Default under [Section 11.4](#) above, Land in Common shall notify the

Land Steward and the Permitted Mortgagee(s) of its decision to exercise its option to purchase under this Section 11.5(b). Not later than one hundred and twenty (120) days after Land in Common gives notice to the Land Steward of Land in Common's intent to exercise its option under Section 11.5(a), Land in Common or its assignee shall purchase the Infrastructure for the Resale Price.

11.6. DEFAULT BY LAND IN COMMON. Land in Common shall in no event be in default in the performance of any of its obligations under the Lease unless and until Land in Common has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Land Steward to Land in Common properly specifying Land in Common's failure to perform any such obligation.

ARTICLE 12. DISPUTE RESOLUTION

12.1. AGREEMENT TO CONCILIATE, MEDIATE AND ARBITRATE. In order to ensure the perpetual inhabitation and use of the Land by Land Steward, the Parties acknowledge the necessity of resolving disputes in an efficient, clear, and equitable manner. Should any grievance or dispute arise between Land in Common and Land Steward concerning their respective rights and duties under the terms of this Lease Agreement, or regarding the nature or validity of the Lease Agreement itself, which cannot be resolved in normal interaction, the following progressive process of conciliation, mediation and arbitration shall be used.

12.2. CONCILIATION. Should any disputes or grievances arise between the parties to this Lease concerning their respective rights and duties under the terms of this Lease Agreement which have not been resolved in normal interaction, if any, the following conciliation procedure shall be initiated:

(a) The dispute resolution process shall be initiated by either party, with a written notice from the initiating party [hereinafter referred to as "Initiator"] to the other [hereinafter referred to as "Respondent"]. This notice shall include a description of the grievance or dispute, along with all tangible and intangible evidence making a case for this grievance or dispute.

(b) The Respondent shall provide, within 30 days of notice from Initiator, a response offering either: (1) a proposed remedy for the grievance; or, (2) a proposed compromise resolving the dispute;

(c) If no compromise or resolution can be found between the two parties, a Mediation process shall be used as described below.

12.3. **MEDIATION.** Should any disputes or grievances arise between the parties to this Lease concerning their respective rights and duties under the terms of the lease remain unresolved after completion of the Conciliation process specified in Section 12.2 above, the following mediation procedure shall be used:

(a) Initiator and Respondent shall agree upon a third-party Mediator. If no agreement can be reached, each party shall appoint a third-party Representative at their own cost and these Representatives shall meet and agree upon a single third-party Mediator.

(b) Mediator shall meet with both parties, separate or together as determined by the mediator, and hear the cases of each party.

(c) Mediator shall present, in writing to both parties, a proposed resolution or compromise to the grievance or dispute.

(d) If no compromise or resolution can be found between the two parties, or both parties do not accept a resolution proposed by the mediator, an Arbitration process shall be used as described below.

12.4. **ARBITRATION.** Should disputes or grievances between parties to this Lease concerning their respective rights and duties under the terms of the lease remain unresolved after completion of the Mediation process specified in Section 12.3 above, the following Arbitration procedure shall be used:

(a) Either party shall, by written notice to the other, and at their own cost, appoint one Arbitrator. Within ten (10) days after such notification, the other party shall, by written notice to the former, appoint a second Arbitrator (and in default of such appointment, the first Arbitrator shall be the sole Arbitrator). These first Arbitrators shall appoint a third Arbitrator.

(b) The Arbitrators shall meet and give each party an opportunity to present their cases and witnesses, if any, in the presence of the other. Each Arbitrator shall give a personal statement of his/her vote and the reasons for it.

(c) The decisions and awards of the Arbitration panel shall be binding, and judgment shall be entered therein on any court having jurisdiction.

12.5. **CONTINUED PAYMENT.** Notwithstanding the above, Land Steward covenants and agrees to make timely Ground Lease Fee payments during the period of dispute. Continued payment of Land Steward's prorated share of taxes, insurance and other fees are necessary for the protection of all parties. Such payments shall not be construed to be a waiver of termination of the lease by Land in Common even if it has commenced termination on the grounds of non-payment of lease payments.

12.6. **PAYMENT FOR LEGAL PROCEEDINGS.** In all disputes between Land in Common and Land Steward which involve a binding decision, be it through binding arbitration or the jurisdiction of a court of law Land in Common shall pay half (50%) of Land Steward's legal expenses in the event that the binding decision should rule in favor of the Land Steward and Land Steward shall pay half (50%) of Land in Common's expenses in the event that the binding decision should rule in favor of Land in Common.

ARTICLE 13. GENERAL PROVISIONS

13.1. **ANNUAL REPORT TO LAND IN COMMON.** Land Steward shall prepare, and submit in writing at the time of Land in Common's Annual Meeting each year, a brief report that shall include the following information:

(a). Names of and Contact Information for Resident Members. Land Steward shall provide to Land in Common a complete list, approximated to the best of Land Steward's ability based on available information, of all people who have plans to be living on or using the Land during the upcoming fiscal year and who qualify as Resident Members of Land in Common according to Land in Common's Bylaws. This list should include contact information for each individual.

(b). Proof of active fire and liability insurance policies. Land Steward shall provide, as required in Section 8.4 above, a copy of its current insurance policies.

13.2. **NOTICES.** All notices, requests, and other communications which are required or permitted to be given under this Lease will be in writing and will be deemed to have been duly given (a) upon receipt

if delivered in person or by email or other immediate electronic format, or (b) within three business days if mailed, or (c) the following business day if sent by recognized overnight courier, with proof of delivery requested and charges prepaid.

13.3. SEVERABILITY AND DURATION OF LEASE. If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Land Steward or Land in Common against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that Land in Common's Option to Purchase and all other rights of both parties under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right, the time period for the exercising of such option or right shall be construed to expire.

13.4. RIGHT OF FIRST REFUSAL IN LIEU OF OPTION. If the provisions of the Purchase Option set forth in Article 9 of this Lease shall, for any reason, become unenforceable, Land in Common shall nevertheless have a right of first refusal to purchase the Infrastructure at cost less depreciation allowed or allowable to the Land Steward. Such right shall be as specified in Exhibit B of this Lease. Any sale or transfer contrary to this Section 13.4, when applicable, shall be null and void.

13.5. WAIVER. The Land in Common's failure to exercise any remedy available to it, or its failure to take action with respect to, any breach of any term, covenant, condition, provision, restriction, or reservation contained in this Lease, shall not be deemed to be a waiver of such term, covenant, condition, provision, restriction, or reservation or subsequent breach of the same, or of any other term, covenant, condition, provisions, restriction, or reservation herein contained. The Land in Common may grant waivers of any terms of this Lease, but any such waiver must be in writing and signed by Land in Common before being effective. Subsequent acceptance of Ground Lease Fee payments under this Lease by Land in Common shall not be deemed to be a waiver of any preceding breach by the Land Steward of any term, covenant, condition, provision, restriction, or reservation of this Lease, other than the failure of the Land Steward to pay the particular Ground Lease Fee so accepted, regardless of Land in Common's knowledge of such preceding breach at the time of acceptance of such Ground Lease Fee payment.

13.6. THE LAND IN COMMON'S RIGHT TO PROSECUTE OR DEFEND The Land in Common shall have the right, but shall be under no duty or obligation, to prosecute or defend, in its

own or the Land Steward's name, any actions or proceedings appropriate or necessary to the protection of its title to, and the Land Steward's occupancy, use, and possession of or interest in the Land. Whenever requested by Land in Common, the Land Steward shall give Land in Common all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding.

13.7. CONSTRUCTION AND CAPTIONS. Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine, feminine, or other nonbinary gender as the case shall demand. Furthermore, the captions and table of contents appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms, covenants, conditions, provisions, restrictions, or reservations of this Lease.

13.8. EXHIBITS. The exhibits attached to this Lease, Exhibits A through D, inclusive, are, by their reference, incorporated in and made a part of this Lease.

13.9. PARTIES BOUND. This Lease sets forth the entire agreement between Land in Common and Land Steward with respect to the leasing of the Land; it is binding upon and inures to the benefit of the parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by the parties to this Lease or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

13.10. GOVERNING LAW AND INTERPRETATION. This Lease shall be interpreted in accordance with and governed by the laws of the State of Maine. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and the parties agree that it shall not be strictly interpreted or construed for or against Land in Common or Land Steward.

13.11. RECORDING. The parties agree, as an alternative to recording this Lease, to execute a Notice of Lease or Short Form Lease in a recordable form that complies with applicable law and is reasonably satisfactory to Land in Common's attorneys. In no event shall such document set forth the rent or other charges payable by the Land Steward under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

13.12. **COUNTERPARTS.** This Lease is executed in two (2) counterparts, each of which shall constitute one and the same instrument.

13.13. **CERTIFICATES OF LAND IN COMMON AND LAND STEWARD** Either party may, at any time and from time to time, upon not less than twenty (20) days' prior notice from the other party, execute and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), and the dates to which the Ground Lease Fee and other charges have been paid in advance, and stating whether or not, to the best knowledge of the signer of such statement, the other party is in default in observing or performing any covenant or agreement contained in this Lease and, if there be a default, specifying each such default, it being intended that any such statement delivered pursuant to this Section may be relied upon by the other party or any purchaser, assignee, tenant or mortgagee of its estate.

ARTICLE 14. LETTERS OF AGREEMENT AND ACKNOWLEDGEMENT

Attached as Exhibit D and made part of this Ground Lease by reference is a Letter of Agreement from the Land Steward, describing the Land Steward's understanding and acceptance of this Lease (including the parts of the Lease that affect the resale of the Infrastructure), and a Letter of Acknowledgment from the Land Steward's attorney, describing the attorney's review of the Lease with the Land Steward. The Land Steward may elect, at their discretion, to waive a consultation with an attorney and to substitute the Letter of Acknowledgment with a written statement attesting to their choice not to consult an attorney.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first written above.

LAND IN COMMON, INC.

By: _____
A Duly Authorized Agent of Land In Common, Inc.

Celebration Tree Farm & Wellness Center, LLC

By: _____
A Duly Authorized Agent of Celebration Tree Farm & Wellness Center, LLC

Notary Public

EXHIBIT A. DESCRIPTION OF LAND

110 Acres of Forest Land in Durham, ME at 125 Bowie Hill Rd.

EXHIBIT B. FIRST REFUSAL

Whenever any party under the Ground Lease shall have a right of first refusal as to a certain property, the following procedures shall apply. If the owner of the property offering it for sale (“Offering Party”) shall within the term of the Ground Lease receive a bona-fide, third-party offer to purchase the property that such Offering Party is willing to accept, the holder of the right of first refusal (the “Holder”) shall have the following rights:

(a) Offering Party shall give written notice of such offer (“the Notice of Offer”) to Holder setting forth:

(i) the name and address of the prospective purchaser of the property;

(ii) the purchase price offered by the prospective purchaser; and

(iii) all other terms and conditions of the sale.

Holder shall have a period of one hundred and eighty (180) days after the receipt of the Notice of Offer (“the Election Period”) within which to exercise the right of first refusal by giving notice of intent to purchase the property (“the Notice of Intent to Purchase”) for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.

(b) If Holder chooses to relinquish their right of first refusal, they may do so in writing any time after the receipt of the Notice of Offer.

(c) If Holder exercises the right to purchase the property, such purchase shall be completed within ninety (90) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.

(d) Should Holder fail to exercise the right of first refusal within the Election Period, given that the adequate notices were received, then the Offering Party shall have the right (subject to any other applicable restrictions in the Ground Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party's right to sell shall end, and all the foregoing provisions of this section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-year period, the shall be subject to all terms and obligations of this lease, including the granting of a renewed right of first refusal by Land in Common.

EXHIBIT C. PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 7.2 of this Ground Lease. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements unless the particular requirement is removed, contradicted or modified by a rider to this Lease signed by the Land Steward and Land in Common to modify the terms of the Lease during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to the Land Steward because the Land Steward has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to Land in Common. Upon receiving a copy of the notice of default and within that period in which the Land Steward has a right to cure such default (the "cure period"), Land in Common shall have the right to cure the default on the Land Steward's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.

2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify Land in Common of its intention to do so,

and Land in Common shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.

3. If the Permitted Mortgagee acquires title to the Infrastructure through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give Land in Common written notice of such acquisition and Land in Common shall then have an option to purchase the Infrastructure from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, Land in Common must give written notice to the Permitted Mortgagee of Land in Common's intent to purchase the Infrastructure within thirty (30) days following Land in Common's receipt of the Permitted Mortgagee's notice. Land in Common must then complete the purchase of the Infrastructure within sixty (60) days of having given written notice of its intent to purchase. If Land in Common does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Infrastructure to another person.

4. Nothing in the Permitted Mortgage or related documents shall be construed as giving Permitted Mortgagee a claim on Land in Common's interest in the Leased Land, or as assigning any form of liability to Land in Common with regard to the Leased Land, the Infrastructure, or the Permitted Mortgage.

5. Nothing in the Permitted Mortgage or related documents shall be construed as rendering Land in Common or any subsequent Mortgagee of Land in Common's interest in this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.

6. The Permitted Mortgagee shall not look to Land in Common or Land in Common's interest in the Leased Land, but will look solely to Land Steward, Land Steward's interest in the Leased Land, and the Infrastructure for the payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that Land in Common's consent to such the Permitted Mortgage shall be without any liability on the part of Land in Common for any deficiency judgment.)

7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with the provisions of Article 8 hereof.

8. Land in Common shall not be obligated to execute an assignment of the Lease Fee or other rent payable by Land Steward under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee as referenced under Section 7.5 of the Lease to which this Exhibit is attached shall be as set forth below.

1. Any Permitted Mortgagee shall, without further consent by Land in Common, have the right to (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance being effective as if it had been performed by Land Steward; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Land Steward by this Lease or otherwise by law, subject to the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

2. A Permitted Mortgagee shall not be required, as a condition to the exercise of its rights under the Lease, to assume personal liability for the payment and performance of the obligations of the Land Steward under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Infrastructure and Leased Land. In the event Permitted Mortgagee does take possession of the Infrastructure and Leased Land and thereupon transfers such property, any such transferee shall be required to enter into a written agreement assuming such personal liability. Upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability under the Lease.

3. In the event that title to the estates of both Land in Common and Land Steward are acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.

4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, Land in Common shall enter into a new lease for the Leased Land with the Permitted Mortgagee (or with any party

designated by the Permitted Mortgagee, subject to Land in Common's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to Land in Common for such new lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Land Steward thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Land as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by Land in Common, Land Steward and the Permitted Mortgagee.

5. The Land in Common shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that Land in Common sends a notice of default under the Lease to Land Steward, Land in Common shall also send a notice of Land Steward's default to Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 13.2 of the Lease to the Permitted Mortgagee at the address which has been given by the Permitted Mortgagee to Land in Common by a written notice to Land in Common sent in the manner set forth in said Section 13.2 of the Lease.

7. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee the provisions of Article 9 shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8. Before becoming effective, any amendments to this Lease must be approved in writing by Permitted Mortgagee, which approval shall not be unreasonably withheld. If Permitted Mortgagee has neither approved nor rejected a proposed amendment within sixty (60) days of its submission to Permitted Mortgagee, then the proposed amendment shall be deemed to be approved.

C. STANDARD PERMITTED MORTGAGE AGREEMENT. A Standard Permitted Mortgage Agreement, as identified in Section 7.3 of this Lease, shall be written as follows, and shall be signed by Mortgagee and Land Steward.

This Agreement is made by and among:

_____ (*Mortgagee*) and
_____ (*“Land Steward”*),

Whereas:

a) Land in Common, Inc. (“Land in Common”) and Land Steward have entered, or are entering, into a ground lease (“the Lease”), conveying to Land Steward a leasehold interest in the Land located at _____ (“the Leased Land”); and Land Steward has purchased, or is purchasing, the Infrastructure located on the Leased Land (“the Infrastructure”).

b) The Mortgagee has been asked to provide certain financing to the Land Steward, and is being granted concurrently herewith a mortgage and security interest (the “Mortgage”) in the Leased Land and Infrastructure, all as more particularly set forth in the Mortgage, attached hereto as Schedule A.

c) The Ground Lease states that the Land Steward may mortgage the Leased Land only with the written consent of Land in Common. The Ground Lease further provides that Land in Common is required to give such consent only if the Mortgagee signs this Standard Permitted Mortgage Agreement and thereby agrees to certain conditions that are stipulated herein (“the Stipulated Conditions”).

Now, therefore, the Land Steward/Mortgagor and the Mortgagee hereby agree that the terms and conditions of the Mortgage shall include the Stipulated Conditions stated below.

Stipulated Conditions:

1) If Mortgagee sends a notice of default to the Land Steward because the Land Steward has failed to comply with the terms of the Mortgage, the Mortgagee shall, at the same time, send a copy of that notice to Land in Common. Upon receiving a copy of the notice of default and within that period of time in which the Land Steward has a right to cure such default (the “cure period”), Land in

Common shall have the right to cure the default on the Land Steward's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Mortgagee.

2) If, after such cure period, the Mortgagee intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of the Lease, the Mortgagee shall first notify Land in Common of its intention to do so and Land in Common shall have the right, but not the obligation, upon notifying the Mortgagee within thirty (30) days of receipt of said notice, to purchase the Mortgagee's loans and to take assignment of the Mortgage.

3) If the Mortgagee acquires title to the Infrastructure and Land Steward's interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give Land in Common written notice of such acquisition and Land in Common shall have an option to purchase the Infrastructure and Land Steward's interest in the Leased Land from the Mortgagee for the full amount owing to the Mortgagee; provided, however, that Land in Common notifies the Mortgagee in writing of Land in Common's intent to make such purchase within thirty (30) days following Land in Common's receipt of the Mortgagee's notice of such acquisition of the Infrastructure and Land Steward's interest in the Leased Land; further provided that Land in Common shall complete such purchase within sixty (60) days of having given written notice of its intent to purchase; and provided that, if Land in Common does not complete the purchase within such period, the Mortgagee shall be free to sell the Infrastructure and Land Steward's interest in the Leased Land to another person;

4) Nothing in the Mortgage or related documents shall be construed as giving the Mortgagee a claim on Land in Common's interest in the Leased Land, or as assigning any form of liability to Land in Common with regard to the Leased Land, the Infrastructure, or the Mortgage.

5) Nothing in the Mortgage shall be construed as rendering Land in Common or any subsequent holder of Land in Common's interest in and to the Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.

6) The Mortgagee shall not look to Land in Common or Land in Common's interest in the Leased Land, but will look solely to Land Steward and Land Steward's interest in the Leased Land and the Infrastructure for the payment of the debt secured by the Mortgage. (It is the intention of the parties

hereto that Land in Common's consent to the Mortgage shall be without any liability on the part of Land in Common for any deficiency judgment.)

7) In the event that any part of the Leased Land is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Mortgagee in accordance with the provisions of Article 9 of the Lease.

8) Nothing in the Mortgage shall obligate Land in Common to execute an assignment of the Lease Fee or other rent payable by Land Steward under the terms of this Lease.

By:

_____ *for Mortgagee*

Date: _____

_____ *for Land Steward/Mortgagor*

Date: _____

EXHIBIT D. LETTERS OF AGREEMENT AND ACKNOWLEDGEMENT

[Include both letters here]



MOFGA Certification Services, LLC

ORGANIC CERTIFICATE



This is to certify that:

Jonah Fertig-Burd & Elizabeth
Fertig-Burd
Celebration Tree Farm & Wellness
Center
125 Bowie Hill Rd
Durham, ME 04222

Mailing Address:
Jonah Fertig-Burd & Elizabeth
Fertig-Burd
Celebration Tree Farm & Wellness
Center
125 Bowie Hill Rd
Durham, ME 04222

Has been judged by MOFGA Certification Services LLC, by review of production plan and inspection of operations, to be qualified to market products as grown, produced, processed or handled and is Certified Organic under the US National Organic Program 7 CFR Part 205

Scope of Organic Operation

Crops

MOFGA Certification Number

1831

Issue Date

6/15/2020

Certificate Amended On

Effective Date

8/10/2018

Chris Grigsby
Director

This certificate is issued by MOFGA Certification Services, LLC PO Box 170, Unity, ME 04988 and is Part 1 of a 2-part certificate. It is not valid without the associated Product Verification (Part 2).

ONCE CERTIFIED, A PRODUCTION OR HANDLING OPERATION'S ORGANIC CERTIFICATION CONTINUES IN EFFECT UNTIL SURRENDERED, SUSPENDED OR REVOKED.

For more information call (207) 568-6030 or online at www.mofgacertification.org



MOFGA CERTIFICATION SERVICES, LLC

ORGANIC PRODUCT VERIFICATION

Facility Address:

Jonah Fertig-Burd & Elizabeth
Fertig-Burd
Celebration Tree Farm & Wellness
Center
125 Bowie Hill Rd
Durham, ME 04222

Mailing Address:

Jonah Fertig-Burd & Elizabeth
Fertig-Burd
Celebration Tree Farm & Wellness
Center
125 Bowie Hill Rd
Durham, ME 04222

Certification Number:

1831

Certificate Issue Date:

6/15/2020

*The following are certified organic products grown, produced or handled by this certified operation.
This operation is Certified Organic under the US National Organic Program 7 CFR Part 205. This PV is Part 2
of a 2-part certificate and is not valid without the associated Organic Certificate (Part 1).*

Crops:

Christmas trees

Anniversary Date 5/15/2021

This Product Verification is Issued by MOFGA Certification Services, LLC
PO Box 170, Unity, Maine 04988

For more information call (207) 568-6030 or find us online at www.mofgacertification.org
FM-2020-70-(FINAL)

Land in Common

building a collective land base for just & resilient futures in Maine

www.landincommon.org

217 South Mountain Rd. Greene, ME 04236 * (207) 754-7575 * info@landincommon.org

April 13, 2021

Town of Durham Planning Board
630 Hallowell Rd, Durham, ME 04222

To Whom it May Concern:

Land in Common recently worked with Celebration Tree Farm & Wellness Center LLC to purchase 110 acres in Durham. This land contains Celebration Tree Farm's pre-existing Christmas tree farm and their proposed Community Supported Forest program. We are in the final stages of developing a 99-year lease for this land with Celebration Tree Farm & Wellness Center LLC and expect that this lease will be signed by mid-May. We have included a draft lease that you can review and we will share the final lease when it is signed.

Land in Common is a 501(c)(3) nonprofit community land trust, committed to protecting land for agriculture, wildlife conservation, affordable housing, and community-building. In our model of land stewardship, land is owned by our community land trust, removing it permanently from the market. It is then leased to residents or stewards via an inheritable, renewable, 99-year ground lease. Any infrastructure on the land is owned directly by residents and may be sold only at values that ensure fair compensation for sellers and long-term affordability for future residents.

Please let us know if you have any questions or further information needs.

Sincerely,



Ethan Miller

Land in Common Coordinator

Community Supported Forest Policies

The following policies guide our membership at Celebration Tree Farm & Wellness Center. Anyone violating our policies will be asked to resolve the violation. Repeated violations (or violations of certain policies) could be grounds to have your membership revoked and refunded and to be asked to leave.

Respect for Neighbors and your fellow members: We are in a residential neighborhood and we are creating a supportive community and family environment on our land. We ask that you respect our neighbors and your fellow community supported forest members by following these policies and limiting trips in and out of.

Quiet Time: Our quiet time is 9pm-9am. Amplified music is not allowed after this time and we ask that all of our members be quiet to respect one another and our neighbors.

Not a party campground: While we like celebrating, we do not allow loud and drunken parties at CTFWC.

No firearms, weapons or fireworks.

No sexist, racist, homophobic, transphobic actions or language: We are creating a safe and welcoming space for everyone.

Dogs: We allow dogs at the Community Supported Forest. They can be off leash if they are under voice control. Loud and aggressive dogs are not allowed. All dogs must be good with other dogs.

Respect for the land: We ask that all our members respect the land and tread lightly upon it. We seek to help regrow a forest ecosystem that is diverse and biologically healthy.

Campfires must be attended at all times & have a bucket of water next to them.

Campfires can only be in designated fire circles. At different points of the year, we may prohibit campfires due to high fire danger or severe drought conditions.

Pack-in, pack-out, except compost: We require that all trash and recycling be packed out with you. The only exception to that is your food scraps. We will accept those for use in our compost and to be fed to our chickens.

Leave a better trace: We ask that our members leave the land better than when they found it.

Wastewater: Waste water must be disposed of in our sink. Only biodegradable soaps are permitted.

Camping Guidelines:

Number of People at a site: No more than 8 people at one site.

Number of tents at a site: No more than 2 tents at a site.

No overnight sleeping shall be allowed in vehicles

Length of Stay: You can not stay for more than 12 weeks continuously for the period May 15 to September 15 of each year, and two (2) weeks for all other time

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

>> CAUTION: LPI APPROVAL REQUIRED <<

City, Town, or Plantation: Durham

Street or Road: 125 Bowie Hill Road

Subdivision, Lot #: _____

Town/City: _____ Permit # _____

Date Permit Issued: ___/___/___ Fee: \$ _____ Double Fee Charged []

Local Plumbing Inspector Signature: _____ L.P.I. # _____

Owner/Applicant Information:

Name (last, first, MI): Ferrig-Burd, Jonah Owner Applicant

Mailing Address of Owner/Applicant: 125 Bowie Hill Road, Durham, ME 04222

Daytime Tel. #: (207) 615-9970 Lot #: _____

Municipal Tax Map #: _____

OWNER OR APPLICANT STATEMENT

I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.

Signature of Owner or Applicant: _____ Date: _____

Local Plumbing Inspector Signature: _____ Date: _____

PERMIT INFORMATION

THIS APPLICATION REQUIRES

1. No Rule Variance

2. First Time System

2. Replacement System

Type replaced: _____

Year installed: _____

3. Expanded System (minor)

a. <25% Expansion

b. 25-50% Expansion

c. >50% Expansion

4. Experimental System

5. Seasonal Conversion

DISPOSAL SYSTEM TO SERVE

1. Single Family Dwelling (Unit, No. of Bedrooms: _____)

2. Multiple Family Dwelling, No. of Units: _____

3. Other, wash station for primitive camp sites (attach sketch)

Current Use: Seasonal Year Round Unoccupied

DISPOSAL SYSTEM COMPONENTS

1. Complete Non-engineered System

2. Primitive System (graywater & air toilet/composting toilet)

3. Alternative Toilet, specify: _____

4. Non-engineered Treatment Tank (only)

5. Holding Tank, _____ gallons

6. Non-engineered Disposal Field (only)

7. Separated Laundry System

8. Complete Engineered System (2000 gpd or more)

9. Engineered Treatment Tank (only)

10. Engineered Disposal Field (only)

11. Pre-treatment, specify: _____

12. Miscellaneous Components

TYPE OF WATER SUPPLY

1. Drilled Well

2. Dug Well

3. Private

4. Public

5. Other _____

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK

1. Concrete

2. Reg. Profile

3. Plastic

4. Other: _____

CAPACITY: N/A GAL

DISPOSAL FIELD TYPE & SIZE

1. Stone Bed

2. Stone Trench

3. Proprietary Device

a. cluster area

b. regular load

c. linear

d. H-20 load

4. Other: Eljen In-Drains

SIZE: 192 sq. ft. / 10 in. ft.

SOIL DATA & DESIGN CLASS

PROFILE: B / C

CONDITION: _____

DESIGN: _____

at Observation Hole # B-1/B-2

Depth 15 ft.

of Most Limiting Soil Factor _____

SITE EVALUATOR STATEMENT

I certify that on 3/23/21 (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).

Signature: Bonnie J. Cobb

Site Evaluator Name Printed: Bonnie J. Cobb

Telephone Number: (207) 899-8397

E-mail Address: b.cobb@comcast.net

SE #: 368

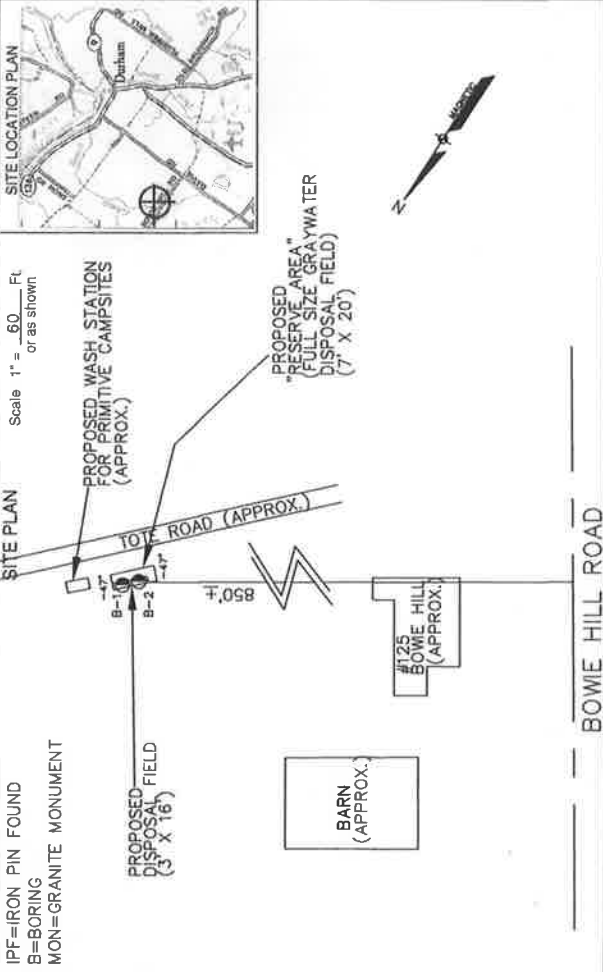
Date: 3/29/21

Note: Changes to or deviations from the design should be confirmed with the Site Evaluator.

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
 Division of Health Engineering, 11 SHS
 (207) 287-2070 FAX (207) 287-4172

Town, City, Plantation: Durham
 Street, Road, Subdivision: 125 Bowie Hill Road
 Owner or Applicant Name: Jonah Ferlig-Burd



SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)	
Observation Hole <u>1-2</u> <input type="checkbox"/> Test pit <input checked="" type="checkbox"/> Boring	
<u>1-2</u> " Depth of Organic Horizon Above Mineral Soil	
0	Texture: FINE SANDY LOAM
10	Consistency: FRIABLE
20	Color: BROWN
20	Mottling: YELLOWISH-BROWN
20	Color: OLIVE BROWN
20	Mottling: COMMON & DISTINCT
30	Texture: SILT LOAM
30	Consistency: FIRM
30	Color: GRAY
40	
50	

Soil Classification		Slope		Limiting Factor	
Profile	Condition	Condition	%	Factor	%
B	D	0-3	15		

DEPTH BELOW MINERAL SOIL SURFACE (Inches)

368 SE # _____ Date 3/29/21
 Site Evaluator Signature: *Brian S Cobb*
 Page 2 of 3 HHE-200 Rev. 02/2011

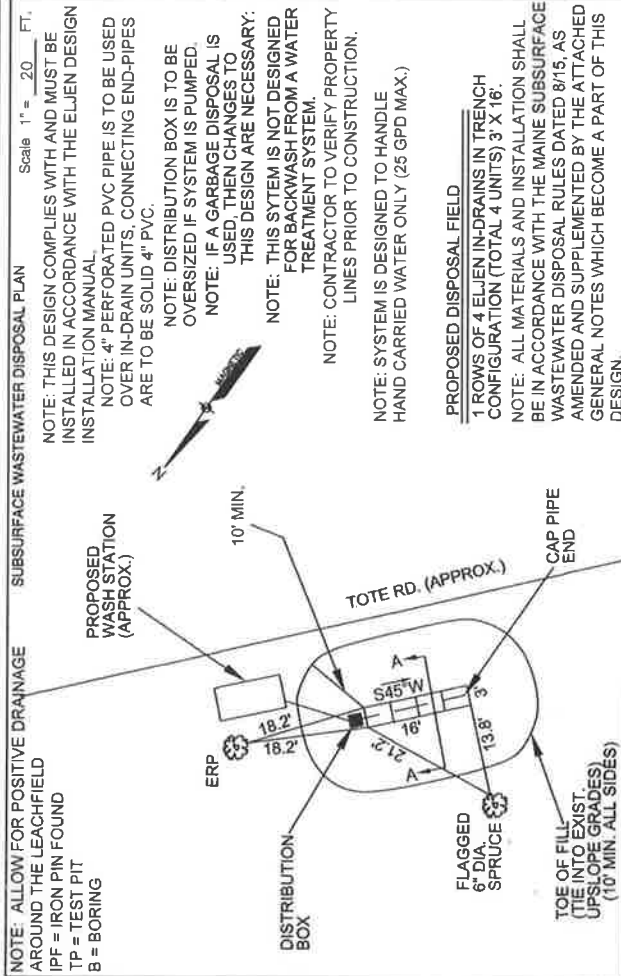
SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Town, City, Plantation
Durham

Street, Road, Subdivision
125 Bowie Hill Road

Owner or Applicant Name
Jonah Fertig-Burd

Maine Department of Human Services
Division of Health Engineering, 10 SHS
(207) 287-5672 FAX (207) 287-3185



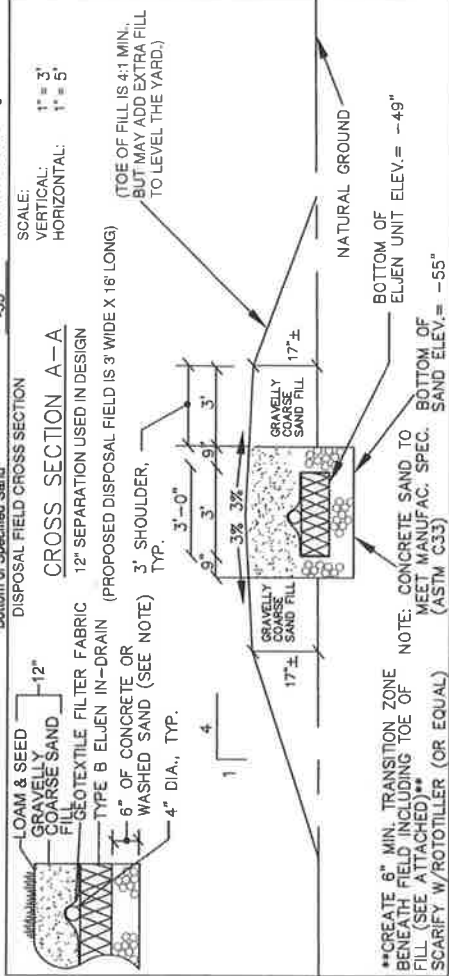
CONSTRUCTION ELEVATIONS

Finished Grade Elevation	-30"
Top of Proprietary Device (Eljen In-Drain)	-42"
Bottom of Eljen In-Drain	-49"
Bottom of Specified Sand	-55"

ELEVATION REFERENCE POINT
 Location & Description: Nail up
 48" in 6" dia. Spruce stump.
 Reference Elevation: 0"

BACKFILL REQUIREMENTS

Depth of Fill (Upslope)	17"±
Depth of Fill (Downslope)	17"±



368 SE #

3/29/21 Date

Benjamin S. Cobb
 Site Evaluator Signature

Page 3 of 3
 HHE-200 Rev. 02/2011

GENERAL NOTES
(ATTACHMENT TO HHE-200 FORM)
<1,000 gpd Septic System

1. The nature of the site evaluation profession is one of interpretation of soil and site conditions. We, in the field, attempt to provide both a satisfactory service to our client and to comply with the rules by which we are bound – The Maine Subsurface Wastewater Disposal Rules.
2. This design is based on representative test pits/borings; however, upon excavation, variations in soils between test pits/borings may require changes to this design.
3. Property information is supplied by the owner, applicant or representative. Such information presented herein shall be verified as correct by the owner or applicant prior to application and construction.
4. All work shall be done in accordance with the Maine Subsurface Wastewater Disposal Rules dated 8/15, as amended.
5. All work should be preformed under dry conditions only (for disposal field area).
6. No vehicular or equipment traffic (other than rototiller) is to be allowed on the disposal area. Disposal field shall be constructed from outside the corner stakes located in the field. The downslope area is also to be protected in the same manner to prevent compaction.
7. Backfill, if required, is to be gravelly coarse sand to coarse sand texture and to be free of foreign debris. If backfill is coarser than original soil, then a **transition horizon** is to be created: 4” of backfill must be mixed with the original soil with a rototiller (or equal).
8. No neighboring wells are apparent (unless so indicated) within 100’ of the disposal area. Owner or applicant shall verify this prior to signing the application.
9. The disposal field stone shall be **clean, uniform** in size, and free of fines, dust, ashes, or clay. It shall be no smaller than ¾ inch and no larger than 2 ½ inches in size (per section 11F(2) of the Maine Subsurface Wastewater Disposal Rules).
10. Minimum separation distances required (unless reduced by variance or special circumstance):
 - a. Wells with water usage of 2000 or more gpd or public water supply wells:
 - a. Disposal fields: 300’
 - b. Septic tanks and Holding Tanks: 150’
 - b. Any well <2000 gpd to disposal area: 100’
 - c. Any well <2000 gpd to septic tank: 50’
 - d. Septic tank or disposal area to lake, river, stream or brook:
 - a. Major watercourse: 100’
 - b. Minor watercourse: 50’
 - e. House to septic tank: 8’
 - f. House to disposal area:
 - a. Full foundation: 20’
 - b. Slab foundation: 15’
 - For all other separation distances, use separations for less than 1,000 gpd per the Maine Subsurface Disposal Rules Table 7B (1ST-time system) or Table 8A (replacement system).
11. Location of septic system near a wetland may require a separate permit. As such, the owner, prior to the construction of the septic system, shall hire a professional to evaluate proximity of adjacent wetlands and prepare necessary permit applications.
12. Garbage disposals are not recommended, and if installed, are done so at the owner’s risk. The additional waste load requires increased maintenance frequency and larger septic tanks. Additionally, they increase the potential for failure.
13. Pump stations, when required, shall be installed watertight to prevent infiltration of ground and/or surface water.
14. Force mains and pressure lines shall be flushed of any foreign material and pumps shall be checked for proper on/off cycle before being put into service.
15. For mains, pump stations, and/or gravity piping subject to freezing shall be installed below the frost line or adequately insulated.

Management, Governance & Organization

Celebration Tree Farm & Wellness Center is multi-stakeholder cooperatively organized LLC. Our owners will include workers, producers, residents and community members.

Members

Workers-Owners work on the tree farm, wellness programs, hospitality, grow food, manage the grounds and forest, coordinate trail and road maintenance.

Community-owners are members of the Celebration Tree Supported Forest.

Management Team

Celebration Tree Farm & Wellness Center is managed by three people:

General Manager: Oversees all operation, finances, business development, and day to day operations.

Jonah Fertig-Burd: Jonah has 20 years of experience working in food and farming. His main job is the Director of [Cooperative Food Systems](#) at the Cooperative Development Institute. He works with farmers, fishers, cooks and food producers to form cooperatives, particularly New American farmers in Maine and the Northeast. He's on the board of the Cooperative Fund of New England and Land in Common Community Land Trust. He co-founded Local Sprouts Cooperative, a worker-owned cafe and catering business, and Maine Farm & Sea Cooperative, a multi-stakeholder food service cooperative. He was a 2018 BALLE Local Economy Fellow, 2016 Democracy at Work Institute Worker Cooperative Developer Fellow, and Food Solutions New England Network Leadership Institute graduate.

Wellness, Marketing and Membership Manager: coordinates and oversees all Wellness programs and agritourism, coordinates membership, oversees marketing, maintains communication with community supported forest members.

Elizabeth Fertig-Burd: Elizabeth is a Maine native who grew up in the country really appreciating the nearby woods, lakes, and learning how to grow food. She also grew up dancing and singing and was very happy when she discovered she could work in the wellness industry. Elizabeth became a certified Personal Trainer in 2002, a Kripalu yoga teacher in 2004, and a Reiki Master and teacher in 2017. She has taught in Portland, South Portland, Cumberland, Falmouth, Scarborough, Freeport, Yarmouth and now at Celebration Tree Wellness Center in Durham. She has taught public schools, private schools, libraries, community rec programs, and in studios. She produced a video about Yoga for Parkinson's Disease (that had worldwide sales) and has specialized in teaching yoga for people with mobility issues. What she enjoys most about her work is helping people, and watching so many "AH HA!" moments.

Tree Farm Manager: Oversees tree farm planting and cutting, coordinates production, farm record keeping.

Tom Prohl: Tom is an Organic Fruit, Vegetable and Tree Farmer. He fell in love with farming in 2009 while working on a diverse farm in his home town of New London NH. He studied Sustainable Agriculture & Food Systems at the University of New Hampshire and moved to Maine in 2015 where he has been managing Organic Fruit & Vegetable production and a Farmer Training program at Wolfe's Neck Farm ever since. Simultaneously, he has been managing forestry operations at Celebration Tree Farm and helping grow this exciting family farm and cooperative. When not farming, he can be found (or preferably not found) exploring the wilderness of Maine on foot, ski or canoe.

Board of Directors

The same team of managers, who are also worker-owners, will be the initial board of directors. When the cooperative expands membership it will consist of a minimum of 3 and maximum of 9 Board Members. There will always be a majority of worker-owners on the board. In this way, the board will represent the multi-stakeholders of the cooperative and provide a participatory, democratic voice for the owners. Board meetings will happen quarterly. Board seats for 3 years on staggered terms.

At the annual meeting of the members, vacant board seats will be filled, forest plans will be approved for the year and major policies will be decided upon. There will be other opportunities to participate in governance with special member meetings at other points in the year.

**Forest Management Plan
EQIP 2014 Contract # 74121817OCC
Farm # 1162
Planning Period - 2017 -2027**

**Property of Jonah Fertig & Elizabeth Armentino Burd
125 Bowie Hill Road
Durham, ME 04222
207-653-3319**

**Tract - # 1402
Map 10; Lot 43
Town of Durham
County of Androscoggin
105.2 Forested Acres
November 6, 2017**

**Chip Love LPF # 3293; TSP #12-8489
P.O. 71
Turner, ME 04282
chip@someforest.com - 712-5562(cell)**

Certification of Conservation Activity Plan *(circle one):*

I assume responsibility for the development of the above stated Conservation Activity Plan. The plan provided: (1) complies with all applicable Federal, State, Tribal and local laws and requirements; (2) meets applicable Department standards, specifications, statements of work and program requirements; (3) is consistent with the particular conservation program goals and objectives for which the program contract was entered into by the Department and the participant; and (4) incorporates alternatives that are both cost effective and appropriate to address the resource issue. Conservation alternatives will meet the objectives for the program and participant to whom assistance is provided.

Forester License # 3293 Signature -

Date - 11/6/ 2017

Landowner/Producer Signature -

Date - 11 /6/ 2017

NRCS Signature -

Acceptance Date -

MAILING ADDRESS: 125 Bowie Hill Road
Durham, ME 04222
(207) 653-3319

INTRODUCTION

The property consists of 118 acres. 105.2 of which are productive forest land. 12.2 acres are open field and Christmas tree farm. .6 acres are building area. The parcels is located on Bowie Hill Road in the Town of Durham, Androscoggin County, Maine. The property is listed on the town tax assessor's Map 10; Lot 43.

The terrain is rolling to flat with scattered wet areas but no unusual restrictions or hazards exist for timber harvesting. The soils are moderately well drained. The soils provide good to excellent sites for tree growth and wildlife habitat.

Access is provided by a right of way to Bowie Hill Road. Ideally, open areas will be used as staging areas and minor road improvements may have to be done to accommodate today's trucks.

FOREST HISTORY

During the late 1700's and 1800's, the entire property was used for agricultural purposes such as cropland, hay land and pasture. Evidence of this exists in form of stone walls and old wire fence. In the late 1800's to early 1900's, agricultural use of most of the land was abandoned. As time went on, mature forest developed. The applies especially to the more marginal pasture land, including gullies, drainage's and ledges.

Harvesting has taken place off and on over the last 30 - 40 years. Except for a few acres the entire property was thinned 4-5 years ago. This was done under the supervision of a licensed forester and there is still a well stocked stand left behind for the future.

PROPERTY TAX STATUS

Map 10; Lot 43 is currently enrolled in the Tree Growth tax law.

MANAGEMENT OBJECTIVES

The owner's goals are: to maintain the property as productive woodland; to enhance aesthetic qualities of the land; to increase the variety and quality of wildlife habitat; to improve the quality and growth of forest products.

PERTINENT LAWS AND REGULATIONS

Shoreland zoning; Gerrish Pond is subject to shoreland zoning. Within any brooks, no more than 40% or less than 60 square feet of basal area can be harvested within 250 feet of a great pond within a ten year period. This law will have little or no impact on the goals or recommendations for the management of this property.

Clearcutting; Clearcuts of five acres in size or greater are regulated by the state of Maine. All areas where heavy cutting or overstory removals were conducted have abundant advanced regeneration present. An overstory removal of existing regeneration is not a clearcut according to Maine state law. Therefore clear cutting regulations have no impact on the management goals or recommendations for this property.

Hiring a consulting forester to administer the sale of timber as recommended within the plan will ensure compliance with all Maine State laws. A copy of Maine state laws regulating timber harvesting are found in the appendix. The town ordinances should also be checked for possible new rules affecting any future harvest.

NON-TIMBER RESOURCES

Endangered species/ Exemplary Communities; No critical habitat were identified during the field inspection.

Fish and wildlife Habitats; Specific wildlife habitat management recommendations are found in each stand description. The forest management recommendations within this plan will positively affect the stream quality by maintaining and enhancing a vigorous stable forest along the streams.

Water Quality and Wetlands; Gerrish Brook and a few scattered tributaries drain the property.

Recreation; Limited recreation in the form of hunting and walking trails is currently allowed by the landowner.

Aesthetics; Managing the property for timber maintains a vigorous healthy stand of timber with multiple age classes which helps maintain aesthetics. Actively managing the forest for the production of forest products in close proximity to a residential neighborhood demonstrates responsible management is compatible with recreation and aesthetics.

TIMBER INVENTORY PROCEDURE

The maps drawn for this plan were developed using information from several sources. Roads and streams were taken from our data base. Property lines were digitized from the town tax maps. Aerial photos were used to identify prominent stand types. Stand type lines were taken from field maps produced while inventorying the timber.

Variable plot or point sampling was the method used for this timber inventory. Point sampling measures the relative density of trees rather than the actual number of trees on a fixed area (fixed area sampling). Point sampling assumes that there is an equal stocking expressed as basal area (square feet of stump area) for each tree measured regardless of size. Since large trees have more basal area large trees are more intensively sampled than small trees. Point sampling is desirable because larger more valuable trees are more intensively sampled and it is relatively quick and efficient to use.

All stands visually estimated to have commercial roundwood volume exceeding five cords per acre were inventoried. Those stands estimated to have less volume than that were walked through to evaluate stand conditions.

A 20 basal area factor (BAF) prism was used for this inventory. All trees six inches in diameter or larger were recorded by two inch diameter class. Merchantable height was recorded by the number of eight foot sticks of pulp to a four inch top or the number of eight foot logs based on the utilization standards for each species. Sample data was then calculated using Two Dogs brand software. All volumes are expressed in standard cords and thousand board feet (MBF), international scale. Desirable, young stems likely to produce high value sawlogs or veneer in the future are identified as growing stock, although their current value is that of pulpwood. This is to distinguish them from other stems of poorer quality that are likely to remain as pulpwood or other low value products.

Log utilization standards for standing trees

Species	Diameter in inches	Small end
Spruce and fir	8	6
White birch	8	7
Red oak	10	9
All other hardwoods	12	10
All other softwoods	10	8

MANAGEMENT RECOMMENDATIONS

The boundary lines were located, however, as the barbed wire rusts and plastic flagging falls, they are becoming less clear. It is recommended that all lines be clearly marked by blazing and painting trees along the lines. Following this work, the boundaries should be maintained on a ten to fifteen year cycle.

TIMBER

For both the short and long term management, a combination of the shelterwood and selection methods of silviculture is recommended with a cutting cycle of 10 years. That is, on the average each area should be cut every ten years. A fairly short cutting cycle allows more of the potential mortality to be salvaged and also allows for more conservative thinning.

It should be pointed out that the recommendations are based on current conditions to attain the owner's current goals. Should conditions, such as markets, or as the landowner's needs change, the recommendations should be modified to reflect those changes. For example, it makes no sense to sell high valued timber when markets for that timber are weak. Waiting will have little effect on forest growth, but could greatly increase the income realized. Alternatively, should the owner's needs change, there is timber available for cutting. Cutting sooner than planned may not maximize the timber value, but may be the owner's best financial choice and can be done without damaging the long term productivity of the forest.

SILVICULTURAL SYSTEMS

Shelterwood

The shelterwood system is an even-age system of silviculture. That is, all of the trees in the forest stands are near the same age. In this system, the stands are thinned periodically until they are mature. Once mature, they are thinned in a manner that will encourage the establishment of seedlings of desirable species. These seedlings then develop under the “sheltering” overstory. As the seedlings develop, that sheltering overstory is removed in one or more harvest cuts.

By extending the removal period to two, three or more cutting cycles a forest managed by a shelterwood may take on the appearance of a forest managed under the selection system. The difference is somewhat academic, but does affect which trees are selected for cutting and when they are cut.

Selection

In the selection system, individual stems and groups of stems are selected for cutting. Thinning and harvest are combined in this system. Reproduction becomes established in openings created when groups are cut, and uneven or all-age forest stands result. If only small openings are made in the canopy, reproduction will be only of species that are tolerant of shade. Larger openings, at least as wide as the surrounding trees are tall, will allow some stems of intermediate and shade intolerant species to become established. A cutting cycle of ten years is recommended. In the most intensive applications of this system, precommercial thinning and weeding is conducted within groups of young stems. This is generally done following a commercial harvest and is restricted to those areas that do not have a competing overstory. The regeneration component in this forest is relatively young. Precommercial thinning is not likely to be needed as a cultural treatment within the time that this plan covers.

FOREST DESCRIPTION AND RECOMMENDATIONS

The forest can be considered to have two forest stands both white pine, one that was recently cut one that has been ten too fifteen years ago.

STAND I - White Pine Sawtimber - WP3C

Acres	Basal Area	Avg. DBH	Avg. Nmbr Trees/ac	Growth per acre	
				Board feet	Cords
87.2	69.6	10.3	72.4	157.8	.23

Location: This is the largest stand on the property and covers the majority of the property. (see map)

Terrain and Soils: Terrain is flat to gently sloping. Soils are classified in the Ninigret, Belgrade, Scantic & Lamoine series (see appendix) and are good for tree growth.

Access: This stand has access to Bowie Hill Road. There is currently an established trail system. Depending on how the stand regenerates these would be used in the future.

These trails form a watershed formation working around wet areas and soft spots.

Composition and Quality: Species composition consists of white pine, red spruce, balsam fir, hemlock, scattered red maple, white birch and beech. The quality of the timber is fair to good. This stand is well stocked with both sapling and mature sawtimber. White pine comprises the overstory while fir, red maple, red oak and white pine make up the understory.

Regeneration: An abundant amount of sapling size white pine, red spruce, red maple, hemlock are the most common species found.

Recommendations: This stand was recently thinned 4-5 years ago. This was done under the supervision of a forester. The stocking is adequate but should be allowed to grow another 10-12 years.

Volume Estimate:

Species	Board Feet	Cords
White pine	234,920	145
White pine pallet	36,880	
Red oak, veneer	9,400	
Red Oak	23,800	
Red Maple	4,000	
Red Spruce	24,400	48
Red Pine	5,400	
Yellow Birch	3,800	
Popple		13
White Birch	5,500	
Hard Maple	3,800	
White Ash	6,400	
Hemlock	37,100	83
Misc. hardwood	22,350	137
Totals	397,750	526
Per acre	4,561	4.8
Total cords per acre		13.9

STAND II- WP3B

Acres	Basal Area	Avg. DBH	Avg. Nmbr Trees/ac	Growth per acre	
				Board feet	Cords
18	97.1	11.1	166.2	136.3	.45

Location: This stand is centrally located in the of the property north of a three acre christmas tree farm.

Terrain and Soils: Terrain is flat to gently sloping. Soils are classified in the Ninigret, Belgrade, Scantic & Lamoine series (see appendix) and are good for tree growth.

Access: This stand has access to Bowie Hill Road. There is currently and established trail system. These trails form a watershed formation working around wet areas and soft spots. Trails that are heavily regenerated may need to be avoided and a new trail created.

Composition and Quality: Species composition consists of white pine, red spruce, balsam fir, hemlock, scattered red maple, white birch and beech. The quality of the timber is fair to good. This stand is well stocked with both sapling and mature sawtimber. White pine comprises the overstory while fir, red maple red oak and white pine make up the understory.

Regeneration: An abundant amount of sapling size white pine, red spruce, red maple, hemlock are the most common species found.

Recommendations: An improvement could be done in 3-5 years removing low quality popple, red maple, fir along with any diseased or damaged timber. Removing the lower grade trees will increase growth on the higher valued trees. This will benefit both the forest and wildlife. Harvesting should conencide with favorable markets and landowner objectives. If markets remain flat or drop timber will continue increase in value as it grows.

Volume Estimate:

Species	Board Feet	Cords
White pine	30,320	26.1
White pine, pallet	10,080	
Red Oak, veneer	2,000	
Red Oak	3,700	
Yellow Birch	9,500	
Red maple	1,600	
White Birch	4,500	
White Ash	2,400	
Hemlock	8,500	36.6
Red Spruce & Fir	9,100	
Misc. Hardwood		98.9
Totals	82,700	
Per acre	4,594	9.9
Total cords per acre		19.1

GENERAL MANAGEMENT RECOMMENDATIONS

The boundary lines are marked primarily with plastic flagging, stone walls or old painted blazes on line trees. The lines should be permanently and clearly marked by blazing and painting the line trees.

EROSION CONTROL

The soils found on this lot all have slight to moderate erosion hazard ratings. A few practices should be carried out to keep erosion to a minimum. Trails used for harvesting or hiking should have water bars placed, as needed, on slopes to direct water flow off the trail onto undisturbed forest soils. Log landings and other large areas of exposed soil should be seeded with a “conservation mix” type seed. Harvesting should take place only when the soil is frozen or dry.

WATER QUALITY ISSUES

There are some scattered wet areas where caution should be used when crossing. Best management practices would minimize any possible impacts to these areas. There are areas in a resource protection zone that would be subject to harvesting restrictions required by the Department of Environmental Protection and enforced by local code enforcement officer.

AESTHETIC QUALITY

This property has several unique features that make it aesthetically pleasing. Walking trails, scenic areas combined with a high quality and healthy forest make this property rich in aesthetic qualities. Old skid trails also provide many recreational opportunities for outdoor enthusiasts.

FOREST HEALTH

There were no major forest health issues observed during the field inspection.

RECREATION

A network of existing trails can be used for walking, cross country skiing and snow shoeing, etc. Current trails can be enhanced and improved to access areas used by hunters and other sportsman. Any future development will be based around agricultural, educational and recreational based programs.

WILDLIFE

There is evidence of use by many species of wildlife. Those species now using the property include white tail deer, fox, chickadees, downy woodpeckers, turkey, and many other birds. This use appears to be moderate to heavy at the present time.

The silvicultural recommendations for this property will also benefit many species of wildlife. The recommendations will create a diversity of habitat and will allow herbaceous and low growing woody plants to maintain themselves in reach of ground dwelling wildlife.

The following recommendations will improve wildlife habitat and will have a minimal effect on the production of timber.

1. Leave large den trees and dead snags.
2. Leave some large crowned oak and beech for the mast they produce, and some stems of other species important to wildlife including hophornbeam, cherry, apple and striped maple.
3. Maintain landings and roads open and seed these areas with “conservation mix.” This will benefit those species that use openings and edges between forest and openings.

RECOMMENDED CULTURAL PRACTICES BY STAND AND TIME PERIOD

Time period	Stands	Recommendations
2017-2027	Stand I	This stand should be allowed to grow another 10-12 years. It was thinned 4-5 years ago.
2017 - 2027	Stand II	Some improvement work could be done in 3-5 years. A light cut removing low grade low quality trees.
2027	Entire property	Maintain boundary lines and trails. Stands should be examined during this period. When stocking has increased enough, a commercial improvement cut will be needed during this time period. This plan should be updated at the end of the period.

APPENDIX A: Management analysis table.

Mgmt Unit	Acres	Site Quality	Cover Type	Description	Management Objective	Management Activity
Stand I	87.2	70	Softwood	White pine, red spruce, balsam fir & scattered misc. hardwoods	Improve growth high quality pine. By harvesting low grade, dying & diseased trees. Leave snag trees and mast trees for wildlife.	Improvement cut, in 10-12 years removing low quality and damaged trees.
Stand II	18	70	Softwood	White pine, red spruce, balsam fir & scattered misc. hardwoods	Improve growth high quality pine. By harvesting low grade, dying & diseased trees. Leave snag trees and mast trees for wildlife.	Improve cut, in 3-5 years removing low quality and damaged trees.

APPENDIX B: Total stand volumes

Species	Board Feet	Cords
White pine	265,240	171.1
White pine pallet	46,960	
Red oak, sawlogs	27,500	
Red oak, veneer	11,400	
White ash	8,800	
White birch	10,000	
Yellow birch	13,300	
Hard Maple	3,800	
Hemlock	45,600	119
Red Maple	5,600	
Red spruce	33,500	48
Popple		13
Misc. hardwood	33,500	235.9
Totals	505,200	587
Bd.ft/acre	4,802	
Cords/acre		5.6
Total cords per acre		15.2

APPENDIX C: Recent stumpage range and most likely stumpage value.

Species	Range Recent Price	Expected Value
White pine sawtimber	\$85.00 to \$290.00 per MBF	\$200.00 per MBF
White pine pallet	\$25.00 to \$100.00 per MBF	\$65.00 per MBF
Red oak, sawtimber	\$100.00 to \$450 per MBF	\$425.00 per MBF
Red oak, veneer	\$500 to \$1200 per MBF	\$700.00 per MBF
Hard maple	\$75.00 to \$200 per MBF	\$375.00 per MBF
White ash	\$80.00 to \$210 per MBF	\$200.00 per MBF
Hemlock sawtimber	\$25.00 to \$85.00 per MBF	\$70.00 per MBF
Spruce / Fir Sawtimber	\$80 to \$160 per MBF	\$160.00 per MBF
White birch sawtimber	\$50.00 to \$250.00 per MBF	\$200.00 per MBF
Yellow birch sawtimber	\$50.00 to \$250.00 per MBF	\$200.00 per MBF
Red maple	\$75.00 to \$200 per MBF	\$200.00 per MBF
Hardwood pallet	\$25.00 to \$100.00 per MBF	\$45.00 per MBF
Hardwood pulp	\$5.00 to \$12.00 per cord	\$20.00 per cord
Popple pulp	\$5.00 to \$15.00 per cord	\$30.00 per cord
Spruce/fir pulp	\$5.00 to \$22.00 per cord	\$6.50 per cord
Pine pulp	\$5.00 to \$10.00 per cord	\$4.50 per cord
Hemlock pulp	\$5.00 to \$36.00 per cord	\$7.50 per cord

