

**Town of Kittery
 Planning Board Meeting
 April 12, 2018**

Miller Road – Major Subdivision Sketch Plan Review

Action: Accept or deny application; Approve or deny sketch plan Owners Paul E. and Peter J. McCloud and Applicant Joseph Falzone requests consideration of a 6-lot conventional subdivision on land along Miller Road (Tax Map 59 Lot 20) in the Residential-Rural (R-RL) and Resource Protection Overlay (OZ-RP) Zones. Agent is Ken Wood, Attar Engineering.

PROJECT TRACKING

REQ'D	ACTION	COMMENTS	STATUS
YES	Sketch Plan Review	Scheduled for 4/12/2018	PENDING
YES	Site Visit		
YES	Preliminary Plan Review Completeness/Acceptance		
YES	Public Hearing		
YES	Preliminary Plan Approval		
YES	Final Plan Review and Decision		

Applicant: Prior to the signing of the approved Plan any **Conditions of Approval related to the Findings of Fact along with waivers and variances (by the BOA) must be placed on the Final Plan and, when applicable, recorded at the York County Registry of Deeds. PLACE THE MAP AND LOT NUMBER IN 1/4" HIGH LETTERS AT LOWER RIGHT BORDER OF ALL PLAN SHEETS.** As per Section 16.4.4.13 - Grading/Construction Final Plan Required. - Grading or construction of roads, grading of land or lots, or construction of buildings is prohibited until the original copy of the approved final plan endorsed has been duly recorded in the York County registry of deeds when applicable.

Background

Miller Road lies between Bartlett Road and Norton Road. This lot lies closer to Norton Road and abuts Hutchins Creek. It is approximately 9.9 acres and 6 lots are proposed, all of which will have curb cuts off Miller Road. One back lot is shown as being accessed via a ROW 40 feet in width. Large portions of two lots lie within the Resource Protection Zone and FEMA Flood Zone A. The Applicant is seeking a Letter of Map Amendment (LOMA) from FEMA to remove the lots from the floodplain.

The application makes no mention that a conventional subdivision in this zone is a special exception but the design shown is not a cluster subdivision.

Staff Review

1. Submission: The application meets the submission requirements for a subdivision sketch plan.
2. Conventional vs. Cluster. The proposed subdivision is presented as a major conventional subdivision which is a special exception use. Cluster residential development (cluster subdivision) is a permitted use in the R-RL Zone. The Board will need to determine whether the circumstances warrant a special exception for a conventional subdivision. (See 16.6.4.4. in granting a special exception use, the Board must find the proposed development meets the criteria of Section 16.10.8.3.4 and 16.6.6.). The Board can provide input to the Applicant as to the likelihood of granting the special exception, however, the Board’s action would not take place until the preliminary plan application.

3. Open Space. The proposed subdivision plan shows about 3.4 acres of open space along Hutchins Creek to the north which exceeds the 15 % requirement for open space within a conventional subdivision in the Residential Rural Zone (R-RL).
4. Floodplain, Resource Protection Overlay and Wetlands. The lot proposed for subdivision is roughly shaped like an “L” as it lies along Miller Road. Current floodplain maps (actually both the FEMA maps in effect and the 2013 FEMA draft maps) show that the longest/deepest portion of the lot from Miller Road to the end of the lot as it runs along Hutchins Creek has a band of varying width located within the flood zone. Also noted on the plans is the line that the LOMA request is asking the floodplain be revised to meet, shrinking the floodplain area considerably. The approximate area shown as existing floodplain is also zoned Resource Protection (OZ-RP) by the Town. Wetlands are shown as running along the creek in a narrow band beyond Lot #6 where they widen and encompass the farthest portion of the lot. The wetlands were delineated by James Logan, of Longview Partners (not sure when) and that firm also did the high intensity soil survey.
 - a. The Applicant will likely request that the OZ-RP overlay be adjusted to more closely match that of the LOMA floodplain boundary if FEMA approves it. This would occur for the Preliminary Plan. The Board may wish staff to involve DEP and IFW at that time to assist with that determination.
5. Calculations for Net Residential Acreage. Per Title 16.7.8 *Net Residential Acreage* has been calculated and is shown as note 6 on Sheet 1 of the plans. It isn’t completely clear which of the floodplain areas (the existing or the LOMA-proposed) were used in the calculations as all unsuitable soils are grouped together but presumably the LOMA-proposed area was chosen.
6. Dimensional standards. All lots meet the 40,000 sf requirement in the R-RL Zone. Building envelopes are shown. Setbacks (front and side yards) are shown. The 150-foot frontage requirements appear (the words used on the plan are “approximate lot frontage”) to be met. There are 40-foot setbacks shown for the two lots that abut the ROW per front yard requirements. The ROW is itself, 40 feet. The portion of the ROW that gives Lot #6 frontage is shown as part of the lot. It is preferable that the entire ROW be separate from any lot it serves as frontage for. There should also be a cul-de-sac or a turnaround suitable for public safety vehicles at the terminus. The Applicant may want to consider alternative designs.
7. Scenic Road. Miller Road is listed as a Scenic Road in the Comprehensive Plan (scenic roads are also addressed in the Comp Plan update that is being considered for adoption). The Board should discuss whether scenic road considerations should be addressed in any specific way for this parcel and the proposed development.

Recommendations

The sketch plan review is an opportunity to consider a concept and make specific suggestions to the Applicant. According to Title 16, residential development in the Residential -Rural Zone is expected to be clustered and served by centralized septic. The shape and environmental constraints of this lot are likely among the reasons why the Applicant is choosing to pursue the special exception conventional subdivision.

Among the considerations for the Board is whether the design of this subdivision aligns with special exception criteria and the definition of special exception in 16.2. Are there alternatives, for example, such as creating a shorter ROW with a cul-de-sac and deriving frontage from it for Lots 1, 2 and 6? The Board should also discuss the question of conventional vs. cluster and determine if there is information needed from the Applicant before deciding whether or not to grant a special exception use later in the process.

Action

The sketch plan submittal appears complete. If the Board decides no further information is needed, the Board may accept the sketch plan application as complete.

Move to accept the sketch plan application dated March 22, 2018 from owners Paul E. and Peter J. McCloud and applicant Joseph Falzone for a 6-lot subdivision on land along Miller Road (Tax Map 59 Lot 20) in the Residential-Rural (R-RL) and Resource Protection Overlay (OZ-RP) Zones.

The Board will want to consider setting a date for a site walk. A suggested motion is to continue the sketch plan and schedule a site visit is provided below.

Move to schedule a site walk and continue the Sketch Plan for owners Paul E. and Peter J. McCloud and applicant Joseph Falzone for a 6-lot subdivision on land along Miller Road (Tax Map 59 Lot 20) in the Residential-Rural (R-RL) and Resource Protection Overlay (OZ-RP) Zones not to exceed 90 days.



ATTAR

ENGINEERING, INC

CIVIL • STRUCTURAL • MARINE

Ms. Kathy Connor, Interim Town Planner
Town of Kittery
P.O. Box 808
Kittery, Maine 03904

March 22, 2018
Project No.: C142-18

**Re: Miller Road Subdivision
Sketch Plan Application
Tax Map 59, Lot 20**

Dear Ms. Connor:

On behalf of Joseph Falzone, I have enclosed a Sketch Plan Application and associated documents for your review and consideration. The site is located on Miller Road, contains approximately 9.9 acres and is located in the Residential-Rural (R-RL) zoning district and Resource Protection (OZ-RP) overlay zoning district.

The applicant is proposing to divide the lot into 6 residential lots. The lots will be served by individual subsurface wastewater disposal systems and individual drilled wells. Lot 6 will be accessed by a 40' wide right of way, which will provide frontage for this lot. Lots 1-5 have frontage along Miller Road and will be accessed by driveways connected to Miller Road. Open space is proposed along Hutchins Creek.

Please note that the 100 Year Flood Zone (FEMA Zone A) occurring on the parcel, along Hutchins Creek, is proposed to be revised in accordance with a flood study prepared by Attar Engineering, Inc. The flood study will be submitted to FEMA for a Letter of Map Amendment (LOMA). We propose to apply for the LOMA and, when granted, include it in the future preliminary plan submission.

The attached plan has been drafted at 1" = 50" to allow the entire parcel to be depicted on one plan sheet. We understand that this may require a waiver request at preliminary plan stage due to the required 1" = 30' plan scale for parcels less than 10 acres in area.

We look forward to discussing this project with the Planning Board at their next available meeting.

Please contact me for any additional information or clarifications required.

Sincerely,

Lewis Chamberlain, P.E

cc: Joseph Falzone

C142-18 Kittery Sketch App Cover.doc



TOWN OF KITTERY MAINE

TOWN PLANNING AND DEVELOPMENT DEPARTMENT

200 Rogers Road, Kittery, Maine 03904
 Phone: (207) 475-1323
 Fax: (207) 439-6806
www.kittery.org

APPLICATION: SITE OR SUBDIVISION-SKETCH PLAN REVIEW

Application Fee:		<input checked="" type="checkbox"/> \$200.00		Amount Paid: \$ 200.00		Date: 3/22/18	
PROPERTY DESCRIPTION	Parcel ID	Map	56	Zone(s)-Base:	R-RL	Total Land Area	9.97
		Lot	20	Overlay:	OZ-RP	MS4	___ YES <input checked="" type="checkbox"/> NO
	Physical Address	Miller Road					
PROPERTY OWNER'S INFORMATION	Name	Paul E. and Peter J. McCloud		Mailing Address	46 Norton Road Kittery, ME 03904		
	Phone						
	Fax						
	Email						
APPLICANT'S AGENT INFORMATION	Name	Joseph Falzone		Mailing Address	7B Emery Lane Stratham, NH 03885		
	Phone	603-772-9400					
	Fax	603-772-8999					
	Email	jfalzone@weinvestinland.com					
PROJECT DESCRIPTION	<i>See reverse side regarding information to be provided.</i>						
	Existing Land Use(s):						
	Vacant Land						
	Proposed Land Use(s) and Development:						
	Residential Subdivision						
	Please describe any construction constraints (wetlands, shoreland overlay zone, flood plain, non-conformance, etc.)						
	The project requires a FEMA letter of map amendment (LOMA) to revise the 100 year old flood zone (Zone A) to the proper location. This will also accomplish a revision to the location of the OZ-RP zone boundary.						
I certify, to the best of my knowledge, this application information is true and correct and I will not deviate from the Plan submitted without notifying the Town Planning and Development Department of any changes.							
Applicant's Signature:	, Agent			Owner's Signature:			
Date:	3/22/18			Date:			

MINIMUM PLAN SUBMITTAL REQUIREMENTS

- 15 Copies of this Application, Vicinity Map, and the Sketch Plan - 5 of which must be 24"X 36"

Sketch Plan format and content:

A) Paper Size; no less than 11" X 17" or greater than 24" X 36"

B) Plan Scale

- Under 10 acres: no greater than 1" = 30'
 10 + acres: 1" = 50' Waiver Required

C) Title Block

- Applicant's name and address
 Name of preparer of plan with professional information
 Parcel's Kittery tax map identification (map – lot) in bottom right corner

NOTE TO APPLICANT: PRIOR TO A PLANNING BOARD SITE WALK, TEMPORARY MARKERS MUST BE ADEQUATELY PLACED THAT ENABLE THE PLANNING BOARD TO READILY LOCATE AND EVALUATE THE DEVELOPMENT'S DESIGN.

Vicinity Map – map or aerial photo showing 1,000 feet around the site.

Sketch Plan must include the following existing and proposed information:

Existing:

- Land Use Zone and boundary
- Topographic map (optional)
- Wetlands and flood plains
- Water bodies and water courses
- Parcel area
- Lot dimensions
- Utilities (Sewer/septic, water, electric, phone)
- Streets, driveways and rights-of-way
- Structures

Proposed: (Plan must show the lightened existing topography under the proposed plan for comparison.)

- Recreation areas and open space
- Number of lots and lot areas
- Setback lines and building envelopes
- Lot dimensions
- Utilities (Sewer/septic, water, electric, phone)
- Streets, driveways and rights-of-way
- Structures

Distance to:

- Nearest driveways and intersections
- Nearest fire hydrant
- Nearest significant water body

AN APPLICATION THE TOWN PLANNER DEEMS SUFFICIENTLY LACKING IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.

JOSEPH FALZONE
7B EMERY LANE
STRATHAM, NH 03885
(617) 510-6565

Ms. Kathy Connor, Interim Town Planner
Town of Kittery
P.O. Box 808
Kittery, ME 03904

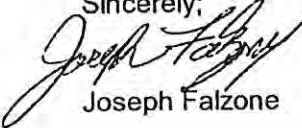
March 21, 2018

Dear Ms. Connor:

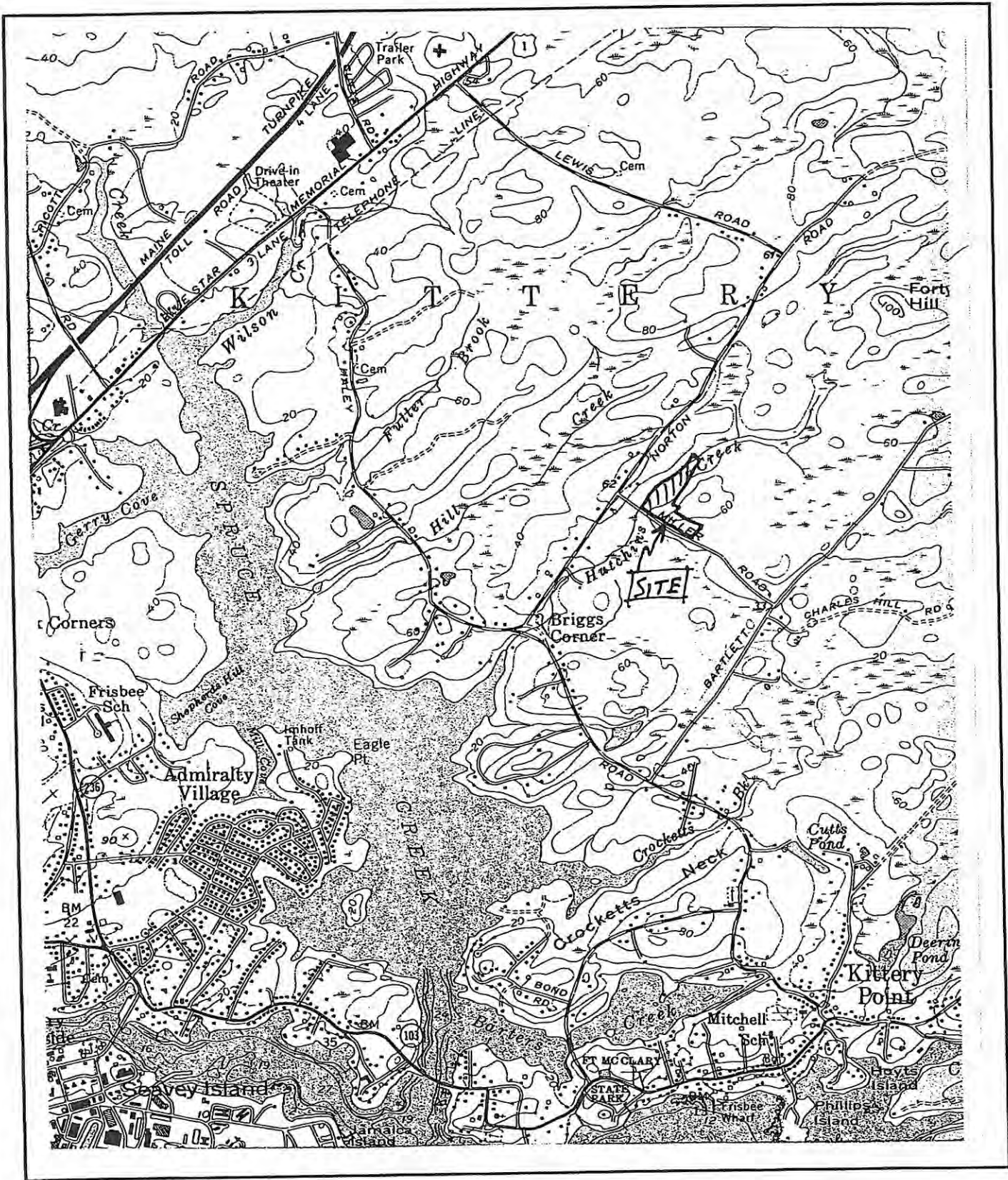
Please be informed that Kenneth A. Wood, P.E. and Lewis Chamberlain, P.E of Attar Engineering, Inc. will be acting as my agents for the Miller Road Subdivision planning board application

Please contact me if I can provide any additional information.

Sincerely;



Joseph Falzone



ATTAR
ENGINEERING, INC
CIVIL STRUCTURAL MARINE

1284 STATE ROAD, ELIOT ME 03903

LOCATION MAP
MILLER ROAD SUBDIVISION
MILLER ROAD, KITTERY, ME
USGS 7.5' MINUTE SERIES, KITTERY QUAD.
APPROX. SCALE: 1:24,000
PROJECT NO. C142-18



Soil Narrative Report

prepared for
Attar Engineering, Inc.
Miller Road
Kittery, Maine
January 2018

Soil test pits observed January 16, 2018

Map prepared for a residential subdivision utilizing private water supplies and on-site subsurface wastewater disposal

Map scaled 1" = 60', base map by Longview Partners, LLC

Mapping meets Maine Association of Professional Soil Scientists Class A High-Intensity mapping standards with minimum mapping units of 1/8 acre

LYMAN-TUNBRIDGE COMPLEX

SETTING

Parent Material:	Loamy glacial till.
Landform:	Glaciated uplands.
Position in Landscape:	Upper positions on landform.
Slope Gradient Ranges:	(C) 8-20%

COMPOSITION AND SOIL CHARACTERISTICS

Drainage Class:	Somewhat excessively to well drained, with no evidence of a water table, or only inches from the bedrock surface during spring and periods of heavy precipitation.								
Typical Profile Description:	<table><tr><td>Surface layer:</td><td>Black & reddish brown loam & fine sandy loam, 0-4"</td></tr><tr><td>Subsurface layer:</td><td>Very dusky red loam, 4-6"</td></tr><tr><td>Subsoil layer:</td><td>Dark red loam, 6-10"</td></tr><tr><td>Substratum layer:</td><td>Dark brown to brown loam, 10-20"</td></tr></table>	Surface layer:	Black & reddish brown loam & fine sandy loam, 0-4"	Subsurface layer:	Very dusky red loam, 4-6"	Subsoil layer:	Dark red loam, 6-10"	Substratum layer:	Dark brown to brown loam, 10-20"
Surface layer:	Black & reddish brown loam & fine sandy loam, 0-4"								
Subsurface layer:	Very dusky red loam, 4-6"								
Subsoil layer:	Dark red loam, 6-10"								
Substratum layer:	Dark brown to brown loam, 10-20"								
Hydrologic Group:	Group C/D								
Surface Run Off:	Rapid								
Permeability:	Moderate or moderately rapid.								
Depth to Bedrock:	Shallow (Lyman, 10-20") to moderately deep (Tunbridge, 20-40").								
Hazard to Flooding:	None								
Erosion Factors:	K: .20 - .32								

INCLUSIONS (Within Mapping Unit)

Similar:	Dixfield, Skerry (deeper than 40" to bedrock), Nicholville
Dissimilar:	Naskeag (in depressional areas), Colonel, Brayton, Rock Outcrop

USE AND MANAGEMENT

Development with subsurface wastewater disposal: The limiting factors for building site development is shallow to bedrock. Blasting or ripping of the more fractured and weathered bedrock is required for deep excavation. Portions of these map units are suitable for subsurface wastewater disposal, where the depth to limiting factor is greater than 15" from the mineral soil surface within Shoreland Zoned areas, and 9"-15" in non-Shoreland Zoned areas. This soil requires a 24-inch separation distance between the bottom of any disposal area and the bedrock surface, and 3.3 sq.ft/gpd and 1.7 sq.ft/gpd for bed disposal area and chamber area, respectively.

For stormwater design: Limiting factor for stormwater design is bedrock, which is generally less than 20". These soils are generally well drained, with no seasonal water table except for short durations on the bedrock surface. Permeabilities are 2-6 inches per hour in all horizons.

NICHOLVILLE (Aquic Haplorthods)

SETTING

Parent Material:	Lacustrine material having a high content of silt and fine sand.
Landform:	Commonly found on lake plains and upland till plains that have a mantle of water-deposited silt or very fine sand.
Position in Landscape:	Intermediate and upper portions of landscape feature.
Slope Gradient Ranges:	(B) 3-8%

COMPOSITION AND SOIL CHARACTERISTICS

Drainage Class:	Moderately well drained, with a perched water table 1.5 to 2.0 feet below the soil surface from November through May.
Typical Profile Description:	Surface layer: Very dark grayish brown silt loam, 0-10" Subsurface layer: Dark yellowish brown silt loam, 10-13" Subsoil layer: Yellowish brown and grayish brown very fine sandy loam, 13-18" Substratum: Grayish brown loamy very fine sand, 18-70"
Hydrologic Group: Surface	Group C
Run Off:	Medium
Permeability:	Moderate throughout the profile.
Depth to Bedrock: Hazard	Very deep, greater than 60".
to Flooding:	None

INCLUSIONS (Within Mapping Unit)

Similar:	Croghan, Elmwood, Skerry
Dissimilar:	Nicholville (S.W.P.), Lamoine, Naskeag, Tunbridge

USE AND MANAGEMENT

Development with subsurface wastewater disposal: The limiting factor for building site development is wetness due to the presence of a water table. Proper foundation drainage or site modification is recommended for construction. Nicholville soil meets the minimum criteria for subsurface wastewater disposal in accordance with State of Maine Rules for Subsurface Wastewater Disposal. This soil requires a 12-inch separation from the bottom of the disposal area and the seasonal high groundwater table. This soil requires 4.0 and 2.0 sq.ft/gpd for disposal beds and chambers, respectively.

Stormwater design: Nicholville is a moderately well drained soil, exhibiting a seasonal high groundwater table 1.5-2.0 feet beneath the soil surface in the spring and during periods of high precipitation. Nicholville soils exhibit permeabilities of 0.6-2.0 inches/hour, through the profile.

SWANTON (Enosburg) (Aeric Haplaquepts)

SETTING

- Parent Material:** Formed from a thin mantle of sandy outwash materials over clayey marine or lacustrine sediments.
- Landform:** Nearly level or gently sloping areas on marine, lake, or outwash plains or deltas.
- Position in Landscape:** Usually occupies lower positions on landform.
- Slope Gradient Ranges:** (B) 3-8%

COMPOSITION AND SOIL CHARACTERISTICS

- Drainage Class:** Somewhat poorly to poorly drained, with a perched water table 0.5 to 1.5 feet beneath the soil surface.
- Typical Profile Description:**
- Surface layer:** Very dark gray sandy loam or loamy sand, 0-7"
 - Subsurface layer:** Grayish brown sandy loam, loamy sand, or sand, 7-22"
 - Subsoil layer:** Olive silty clay loam, 22-30"
 - Substratum:** Olive silty clay, 30-60"
- Hydrologic Group:** Group C/D
- Surface Run Off:** Slow or medium
- Permeability:** Moderately rapid to rapid in the sandy mantle, slow to very slow in the dense clay substratum.
- Depth to Bedrock:** Deep, greater than 40".
- Hazard to Flooding:** None.

INCLUSIONS (Within Mapping Unit)

- Similar:** Elmwood (S.W.P.), Lamoine, Scantic, Brayton
- Dissimilar:** Biddeford, Whately

USE AND MANAGEMENT

Development with subsurface wastewater disposal: The limiting factor for building site development is wetness due to a high water table for some portion of the year. Proper foundation drainage or site modification is recommended for construction. Roundabout soil is unsuitable for subsurface wastewater disposal in accordance with State of Maine Rules for Subsurface Wastewater Disposal. Roundabout soil may be classified as wetlands based upon the combined consideration of hydric conditions, hydrology, and vegetation.

Stormwater design: Swanton soils are somewhat poorly to poorly drained. Soil permeability is 2.0-6.0 inches/hour in the upper part of the profile, and less than <0.2 inches/hour in the dense substratum (generally 22" - 60" beneath the soil surface).

Town, City, Plantation
KITTERY

Street, Road Subdivision
MILLER ROAD

(FOR) Owner's Name
ATTAR ENGINEERING

TEST PITS BY EXCAVATOR

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP1 Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

Observation Hole TP2 Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW SURFACE (feet)	Texture	Consistency	Color	Mottling
0	GRAVELLY		DARK YELLOWISH BROWN	
2	SANDY			
4	LOAM	FRIABLE	YELLOWISH BROWN	
6				FEW, FAINT
8	GRAVELLY	SOMEWHAT	OLIVE BROWN	COMMON
10	LOAMY SAND	FIRM		DISTINCT
12	SAND	TO		
14	SAND	FIRM		
16	LIMIT OF EXCAVATION			

DEPTH BELOW SURFACE (feet)	Texture	Consistency	Color	Mottling
0			DARK BROWN	
2	FINE			
4	SANDY LOAM	FRIABLE	YELLOWISH BROWN	
6				
8	LOAMY FINE SAND	FIRM	OLIVE BROWN	FEW, FAINT
10	BEDROCK			

FOR WASTEWATER DISPOSAL
FOR SOILS MAPPING

Soil Classification: 3 C
Profile: SKERRY
Slope: z
Limiting Factor: 20"
Ground Water:
Restrictive Layer:
Bedrock:
Pit Depth:
Drainage Class: MUD
Hydrologic Group: C

Soil Classification: 3 AIII
Profile: TUNBRIDGE
Slope: z
Limiting Factor: 40"
Ground Water:
Restrictive Layer:
Bedrock:
Pit Depth:
Drainage Class: MUD
Hydrologic Group: C

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP3 Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

Observation Hole TP4 Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW SURFACE (feet)	Texture	Consistency	Color	Mottling
0			DK-BROWN	
2	FINE SANDY		DARK YELLOWISH BROWN	
4	LOAM	FRIABLE		
6			YELLOWISH BR.	
8	LOAMY SAND	SOMEWHAT FIRM	LT. YELL. BROWN	FEW, FAINT
10			OLIVE BROWN	COMMON, FAINT
12	LOAMY SAND & SAND	FIRM		
14			LT. OLIVE BROWN	
16	LIMIT OF EXCAVATION			

DEPTH BELOW SURFACE (feet)	Texture	Consistency	Color	Mottling
0			DARK BROWN	
2	GRAVELLY FINE SANDY	FRIABLE	DARK YELLOWISH BROWN	
4	LOAM			
6				
8	GRAVELLY LOAMY SAND	SOMEWHAT FIRM	OLIVE BROWN	FEW, FAINT
10	BEDROCK			

FOR WASTEWATER DISPOSAL
FOR SOILS MAPPING

Soil Classification: 3 C
Profile: SKERRY
Slope: z
Limiting Factor: 26"
Ground Water:
Restrictive Layer:
Bedrock:
Pit Depth:
Drainage Class: MUD
Hydrologic Group: C

Soil Classification: 3 AIII
Profile: TUNBRIDGE
Slope: z
Limiting Factor: 26"
Ground Water:
Restrictive Layer:
Bedrock:
Pit Depth:
Drainage Class: MUD
Hydrologic Group: C

Site Evaluator / Soil Scientist Signature
James Logan

237/213

1/11/18

Town, City, Plantation
KITTERY

Street, Road Subdivision
MILLER ROAD

(FOR) Owner's Name
ATTAR ENGINEERING

TEST PITS BY EXCAVATOR

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole **TP9** Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
FINE		DARK YELLOWISH BROWN	
SANDY LOAM	FRIABLE	OLIVE BROWN	FEW, DISTINCT
LOAMY FINE SAND	FIRM	MIXED OLIVE & BROWN	MANY, PROMINENT
SILT			

LIMIT OF EXCAVATION

Soil Classification Profile: 8 D	Slope: 29%	Limiting Factor: 19"	Ground Water: <input checked="" type="checkbox"/> Restrictive Layer: <input type="checkbox"/> Bedrock: <input type="checkbox"/> Pit Depth: <input type="checkbox"/>
Soil Series Name: SWANTON	Drainage Class: SWP	Hydrologic Group: C/D	

FOR WASTEWATER DISPOSAL
FOR SOILS MAPPING

Observation Hole **TP10** Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
FINE		DARK YELLOWISH BROWN	
SANDY LOAM	FRIABLE	OL. BROWN	FEW, FAINT
LOAMY FINE SAND	FIRM	MIXED OLIVE & BROWN	COMMON, DISTINCT
SILT			

BED ROCK

Soil Classification Profile: 3 AIII	Slope: 16%	Limiting Factor: 16"	Ground Water: <input checked="" type="checkbox"/> Restrictive Layer: <input type="checkbox"/> Bedrock: <input type="checkbox"/> Pit Depth: <input type="checkbox"/>
Soil Series Name: TUNBRIDGE	Drainage Class: MUD	Hydrologic Group: C	

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole **TP11** Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
FINE		DK. BROWN	
SANDY LOAM	FRIABLE	DARK YELLOWISH BROWN	
LOAMY FINE SAND	SOMewhat FIRM	OL. BR.	FEW, FAINT
SAND	FIRM	MIXED OLIVE & BROWN	COMMON, FAINT
SILT			

LIMIT OF EXCAVATION

Soil Classification Profile: 3 C	Slope: 16%	Limiting Factor: 16"	Ground Water: <input checked="" type="checkbox"/> Restrictive Layer: <input type="checkbox"/> Bedrock: <input type="checkbox"/> Pit Depth: <input type="checkbox"/>
Soil Series Name: SKERRY DIXFIELD	Drainage Class: MUD	Hydrologic Group: C	

FOR WASTEWATER DISPOSAL
FOR SOILS MAPPING

Observation Hole **TP12** Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
FINE		DARK YELLOWISH BROWN	
SANDY LOAM	FRIABLE	BROWN	FEW, FAINT
LOAMY FINE SAND	FIRM	OLIVE	COMMON, DISTINCT
SILT			

LIMIT OF EXCAVATION @ 60"

Soil Classification Profile: 8 C	Slope: 15%	Limiting Factor: 15"	Ground Water: <input checked="" type="checkbox"/> Restrictive Layer: <input type="checkbox"/> Bedrock: <input type="checkbox"/> Pit Depth: <input type="checkbox"/>
Soil Series Name: NICHOLVILLE	Drainage Class: MUD	Hydrologic Group: C	

Site Collector / Soil Scientist Signature
James Logan

237/213
1/11/18
Date

Town, City, Plantation
KITTERY

Street, Road Subdivision
MILLER ROAD

(FOR) Owner's Name
ATTAR ENGINEERING

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP 17 Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

Observation Hole TP 18 Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW SURFACE (feet)	Texture	Consistency	Color	Mottling
0-10	SILT LOAM	FRIABLE	VERY DK GRAYISH OLIVE BROWN	COMMON, DISTINCT
10-20	SILTY CLAY LOAM	FIRM	OLIVE GRAY	MANY, PROMINENT

DEPTH BELOW SURFACE (feet)	Texture	Consistency	Color	Mottling
0-10	FINE SANDY LOAM	FRIABLE	DARK YELLOWISH BROWN	FEW, FAINT
10-20	STONY LOAMY FINE SAND & SAND	FIRM	OLIVE	COMMON, FAINT

FOR WASTEWATER DISPOSAL
FOR SOILS MAPPING

LIMIT OF EXCAVATION

Soil Classification: 3 E
Slope: z
Limiting Factor: 2.7
Ground Water:
Restrictive Layer:
Bedrock:
Pit Depth:

Soil Series Name: S.CANTIC
Drainage Class: P.D.
Hydrologic Group: D

LIMIT OF EXCAVATION

Soil Classification: 3 C
Slope: z
Limiting Factor: 16"
Ground Water:
Restrictive Layer:
Bedrock:
Pit Depth:

Soil Series Name: SKERRY
Drainage Class: MWD
Hydrologic Group: C

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP 19 Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

Observation Hole TP 20 Test Pit Boring
Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW SURFACE (feet)	Texture	Consistency	Color	Mottling
0-10	FINE SANDY LOAM	FRIABLE	DARK YELLOWISH BROWN	
10-20	LOAMY SAND & SAND	SOMEWHAT FIRM	OLIVE BROWN	FEW, FAINT
20-40	BEDROCK			

DEPTH BELOW SURFACE (feet)	Texture	Consistency	Color	Mottling
0-10	STONY FINE SANDY LOAM	FRIABLE	DARK DARK YELLOWISH BROWN	NONE EVIDENT
20-40	BEDROCK			

FOR WASTEWATER DISPOSAL
FOR SOILS MAPPING

Soil Classification: 3 AIII
Slope: z
Limiting Factor: 38"
Ground Water:
Restrictive Layer:
Bedrock:
Pit Depth:

Soil Series Name: TUNBRIDGE
Drainage Class: MWD
Hydrologic Group: C

Soil Classification: 2 AIII
Slope: z
Limiting Factor: 31"
Ground Water:
Restrictive Layer:
Bedrock:
Pit Depth:

Soil Series Name: TUNBRIDGE
Drainage Class: EWD
Hydrologic Group: C

Site Evaluator: / Soils Scientist: Signature
James Logg

237/213 11/11/18
SE/CSS Date

Town, City, Plantation: **KITTERY** Street, Road, Subdivision: **MILLER ROAD** (For) Owner's Name: **ATTAR ENGINEERING**

TEST PITS BY EXCAVATOR

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole: **TP 25** Test Pit Boring
 Depth of Organic Horizon Above Mineral Soil: _____

Depth Below Mineral Soil Surface (feet)	Texture	Consistency	Color	Mottling
0	FINE SANDY LOAM	FRIABLE	DARK BROWN	NONE
10	FINE SANDY LOAM	FRIABLE	YELLOWISH BROWN	NONE
20	BEDROCK			

Soil Classification: **2 A** (Profile: **2**, Condition: **A**)
 Slope: _____ Limiting Factor: **12"**
 Ground Water Restrictive Layer Bedrock Pit Depth
 Drainage Class: **EWD** Hydrologic Group: **D**
 Soil Series Name: **LYMAN-TUNBRIDGE**

Observation Hole: **TP 26** Test Pit Boring
 Depth of Organic Horizon Above Mineral Soil: _____

Depth Below Mineral Soil Surface (feet)	Texture	Consistency	Color	Mottling
0	FINE SANDY LOAM	FRIABLE	DARK BROWN	NONE
10	FINE SANDY LOAM	FRIABLE	YELLOWISH BROWN	NONE
20	BEDROCK			

Soil Classification: **2 A** (Profile: **2**, Condition: **A**)
 Slope: _____ Limiting Factor: **16-22"**
 Ground Water Restrictive Layer Bedrock Pit Depth
 Drainage Class: **EWD** Hydrologic Group: **D**
 Soil Series Name: **LYMAN-TUNBRIDGE**

Observation Hole: **TP 27** Test Pit Boring
 Depth of Organic Horizon Above Mineral Soil: _____

Depth Below Mineral Soil Surface (feet)	Texture	Consistency	Color	Mottling
0	STONY FINE SANDY LOAM	FRIABLE	DARK BROWN	NONE
10	STONY FINE SANDY LOAM	FRIABLE	YELLOWISH BROWN	NONE
20	STONY LOAMY SAND	FIRM	OLIVE BROWN	COMMON
30	STONY LOAMY SAND	FIRM	BROWN	FAINT
40	BEDROCK			

Soil Classification: **3 AIII** (Profile: **3**, Condition: **AIII**)
 Slope: _____ Limiting Factor: **24"**
 Ground Water Restrictive Layer Bedrock Pit Depth
 Drainage Class: **MUD** Hydrologic Group: **C**
 Soil Series Name: **TUNBRIDGE**

Observation Hole: **TP 28** Test Pit Boring
 Depth of Organic Horizon Above Mineral Soil: _____

Depth Below Mineral Soil Surface (feet)	Texture	Consistency	Color	Mottling
0	STONY FINE SANDY LOAM	FRIABLE	DARK BROWN	NONE
10	STONY FINE SANDY LOAM	FRIABLE	YELLOWISH BROWN	NONE
20	STONY LOAMY SAND	FIRM	OLIVE BROWN	FEW
30	STONY LOAMY SAND	FIRM	BROWN	FAINT
40	LIMIT OF EXCAVATION			

Soil Classification: **3 C** (Profile: **3**, Condition: **C**)
 Slope: _____ Limiting Factor: **23"**
 Ground Water Restrictive Layer Bedrock Pit Depth
 Drainage Class: **MUD** Hydrologic Group: **C**
 Soil Series Name: **SKERRY**

FOR WASTEWATER DISPOSAL
FOR SOILS MAPPING

Site Evaluator / Soil Scientist's Signature: *James Logan*

237/213
S/055

11/1/18
Date

Town, City, Plantation
KITERY

Street, Road Subdivision
MILLER ROAD

(FOR) Owner's Name
ATTAR ENGINEERING

TEST PITS BY EXCAVATOR

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole: **TP 33** Test Pit Boring
 " Depth of Organic Horizon Above Mineral Soil

Observation Hole: **TP 34** Test Pit Boring
 " Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (feet)	Texture	Consistency	Color	Mottling
0	STONY FINE		DARK BROWN	
5	SANDY LOAM	FRIABLE	DARK YELLOWISH BROWN	
15	GRAVELLY LOAMY SAND	SOMEWHAT FIRM	OLIVE BROWN	FEW FAINT
25	STONY LOAMY SAND	FIRM	OLIVE	COMMON DISTINCT

DEPTH BELOW MINERAL SOIL SURFACE (feet)	Texture	Consistency	Color	Mottling
0	STONY FINE		DARK BROWN	
5	SANDY LOAM	FRIABLE	DARK YELLOWISH BROWN	
25	STONY LOAMY SAND	SOMEWHAT FIRM	MIXED OLIVE BROWN	FEW FAINT COMMON
30	SAND	FIRM		FAINT

FOR WASTEWATER DISPOSAL
 FOR SOILS MAPPING

LIMIT OF EXCAVATION

Soil Classification: **3 C**
 Profile: **SKERRY** Condition: **C**
 Slope: **21** Limiting Factor: **21"**
 Drainage Class: **MWD** Hydrologic Group: **C**

LIMIT OF EXCAVATION

Soil Classification: **3 C**
 Profile: **SKERRY** Condition: **C**
 Slope: **16** Limiting Factor: **16"**
 Drainage Class: **MWD** Hydrologic Group: **C**

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole: Test Pit Boring
 " Depth of Organic Horizon Above Mineral Soil

Observation Hole: Test Pit Boring
 " Depth of Organic Horizon Above Mineral Soil

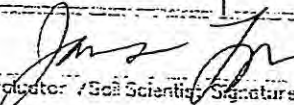
DEPTH BELOW MINERAL SOIL SURFACE (feet)	Texture	Consistency	Color	Mottling
0				
5				
10				
15				
20				
25				
30				
35				
40				
45				
50				

DEPTH BELOW MINERAL SOIL SURFACE (feet)	Texture	Consistency	Color	Mottling
0				
5				
10				
15				
20				
25				
30				
35				
40				
45				
50				

FOR WASTEWATER DISPOSAL
 FOR SOILS MAPPING

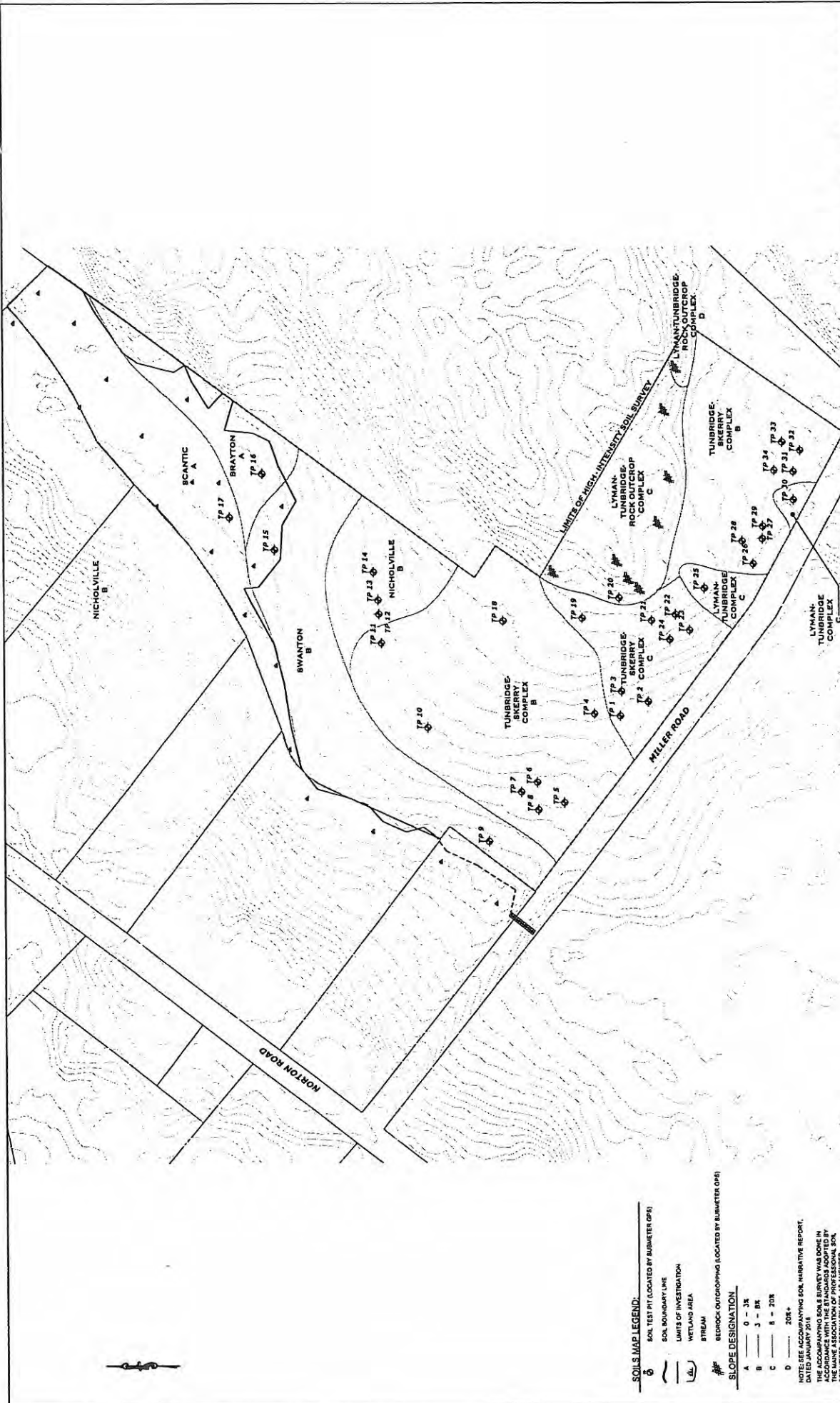
Soil Classification: **3 C**
 Profile: **SKERRY** Condition: **C**
 Slope: **21** Limiting Factor: **21"**
 Drainage Class: **MWD** Hydrologic Group: **C**

Soil Classification: **3 C**
 Profile: **SKERRY** Condition: **C**
 Slope: **16** Limiting Factor: **16"**
 Drainage Class: **MWD** Hydrologic Group: **C**

Site Evaluator / Soil Scientist Signature


237/213
 02/09/18

1/11/18
 Date



CLASS A HIGH-INTENSITY SOIL SURVEY
 PREPARED FOR
ATTAR ENGINEERING
 MILLER ROAD
 (MAP 36, LOT 20)
 KITTERY, MAINE

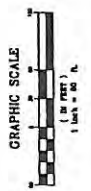


LONGVIEW PARTNERS, LLC
 ENVIRONMENTAL PERMITTING SPECIALISTS

SOILS MAP LEGEND:
 ○ SOIL TEST PIT (LOCATED BY SUBMETER (SPS))
 — SOL BOUNDARY LINE
 - - - LIMITS OF INVESTIGATION
 [Wavy Line] WETLAND AREA
 [Dashed Line] STREAM
 [Star Symbol] BEDROCK OUTCROPPING (LOCATED BY SUBMETER (SPS))

SLOPE DESIGNATION:
 A 0 - 3%
 B 3 - 8%
 C 8 - 20%
 D 20%+

DATE: 12/15/2011
 DATED: 12/15/2011
 THE ACCOMPANYING SOIL SURVEY REPORT, PREPARED BY THE ENGINEER, IS TO BE USED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE STATE OF MAINE, 10 M.R.S. § 11-101, SOIL SURVEYS, FEBRUARY 1995, AS AMENDED.



CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>See addtl</u> days	<u>Buyer</u>	<u>Buyer</u>
2. SOILS TEST Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>See addtl</u> days	<u>Buyer</u>	<u>Buyer</u>
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within <u>See addtl</u> days	_____	_____
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within _____ days	<u>Buyer</u>	<u>Buyer</u>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>See addtl</u> days	<u>Buyer</u>	<u>Buyer</u>
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
7. WATER Purpose: <u>Town to allow wells</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>See addtl</u> days	<u>Buyer</u>	<u>Buyer</u>
8. SUB-DIVISION APPROVAL Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>See addtl</u> days	<u>Buyer</u>	<u>Buyer</u>
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
17. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____

*If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. Yes No

Further specifications regarding any of the above: **See additional provisions**

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

11. FINANCING: Buyer's obligation to close:

- is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
- is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within 90 days. If proof of funds is not provided within such time period, or such proof is unacceptable to Seller, Seller may terminate this Agreement no later than 5 days from receipt or expiration of such time period in which case the earnest money shall be returned to Buyer.
- is subject to financing as follows:
 - a. Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
 - b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
 - d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
 - e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
 - g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

_____ (_____) of _____ (_____)
 Licensee MLS ID Agency MLS ID

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

_____ (_____) of _____ (_____)
 Licensee MLS ID Agency MLS ID

is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

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

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this

Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: See additional provisions

23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. ADDENDA: Yes Explain: Additional provisions No

Buyer's Mailing address is 78 Emery Ln, Stratham, NH 03885-2310

Joseph Falzone 12/18/17
BUYER DATE

BUYER DATE

Joseph Falzone and/or assigns

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 46 Norton Rd, Kittery, ME 03904-5412

Peter G. McCloud 12/12/17
SELLER DATE

Paul G. McCloud 12/12/17
SELLER DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER DATE

SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE

BUYER DATE

EXTENSION:

The time for the performance of this Agreement is extended until _____ DATE

SELLER DATE

SELLER DATE

BUYER DATE

BUYER DATE



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Addendum 1 to Agreement

Addendum to contract dated December 8, 2017

J.F.
PKM
PEM

between Estate of Hannah McCloud and/or Paul McCloud & Peter McCloud, representatives of the successors in interest/heirs (hereinafter "Seller")

and Joseph Falzone and/or assigns (hereinafter "Buyer")

property See additional provisions, Kittery, ME 03904

Buyer is purchasing property shown as Map 56 Lot 20 in the Kittery tax maps, parcel is 9.5+/- acres with frontage on Miller Road.

This agreement is subject to a 60 day due diligence period for the Buyer to determine the feasibility of developing the property. Said due diligence to include, but not limited to, survey, test pits, wetland flagging and other related engineering. This agreement is further subject to Buyer obtaining all necessary State & Local permits to subdivide said property.

Seller agrees to allow Buyer or Buyers agents onto said property to perform due diligence and further agrees to sign any necessary documents required by the town to present subdivision plans to the planning board and for any necessary State & local permits.

If at the end of 60 day due diligence period Buyer is not satisfied then this agreement shall be null & void and all deposit monies returned to the Buyer. Closing to take place within 90 days of expiration of due diligence period. In the event that Buyer does not close on the transaction then it shall restore, at its own expense, the property to the condition it was prior to doing its due diligence and tests.

Buyer shall provide Seller with copies of all test results, data, surveys, plans, reports, and similar documents prepared by Buyer or Buyer's agents/representatives in connection with the Property.

Property to be conveyed AS-IS, WHERE-IS

Seller shall have 90 days to file a corrective deed for the current deed recorded at Bk 17541 Pg 442

Buyer acknowledges that Seller is in the process of closing the Estate of Hannah McCloud and that title may be conveyed by Paul and Peter individually, as the heirs to the Estate.

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

Joseph Falzone 12/18/17
Buyer Date
Joseph Falzone and/or assigns

Buyer Date

Peter J. McCloud 12/12/17
Seller Date

Paul E. McCloud 12/12/17
Seller Date

Addendum 1-cont to Agreement

Addendum to contract dated December 8, 2017 *J.F.*
ppm
between Estate of Hannah McCloud and/or Paul McCloud & Peter McCloud, representatives of the successors in interest/heirs (hereinafter "Seller")
and Joseph Falzone and/or assigns (hereinafter "Buyer")
property See additional provisions, Kittery, ME 03904

Buyer shall be solely responsible for itself and its agents and invitees while on the property (eg. to perform due diligence) and shall hold harmless, indemnify and defend the Sellers from any and all claims, costs, fees (including attorney fees), demands, actions and judgement relating to, in connection with or arising from such visits on the property.

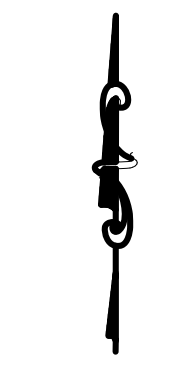
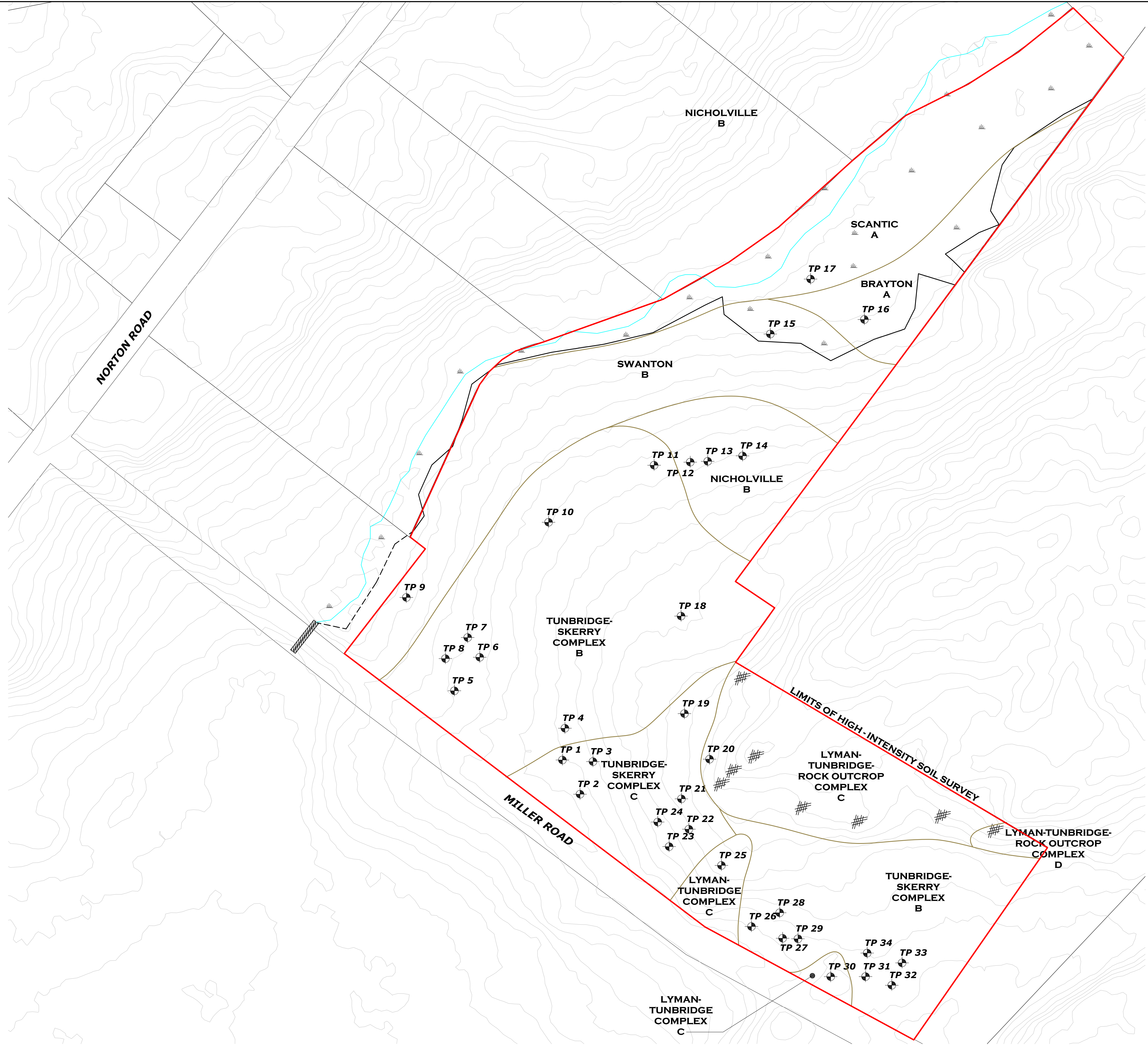
Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Joseph Falzone 12/18/17
Buyer Date
Joseph Falzone and/or assigns

Buyer Date

Peter J. McCloud 12/12/17
Seller Date

Paul E. McCloud 12/12/17
Seller Date



SOILS MAP LEGEND:

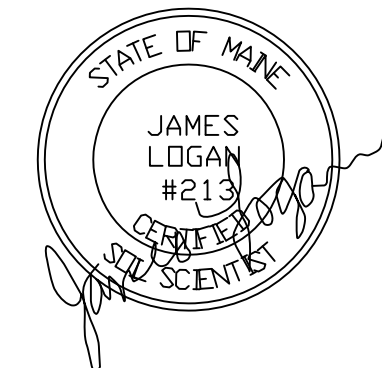
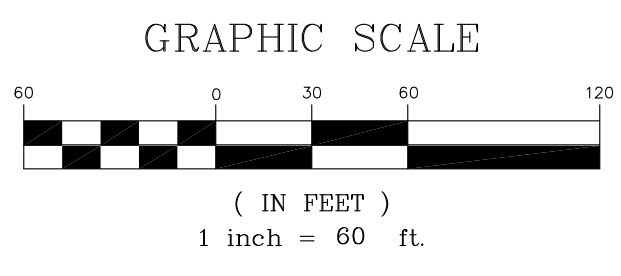
- SOIL TEST PIT (LOCATED BY SUBMETER GPS)
- SOIL BOUNDARY LINE
- LIMITS OF INVESTIGATION
- WETLAND AREA
- STREAM
- BEDROCK OUTCROPPING (LOCATED BY SUBMETER GPS)

SLOPE DESIGNATION

- A 0 - 3%
- B 3 - 8%
- C 8 - 20%
- D 20%+

NOTE: SEE ACCOMPANYING SOIL NARRATIVE REPORT, DATED JANUARY 2018

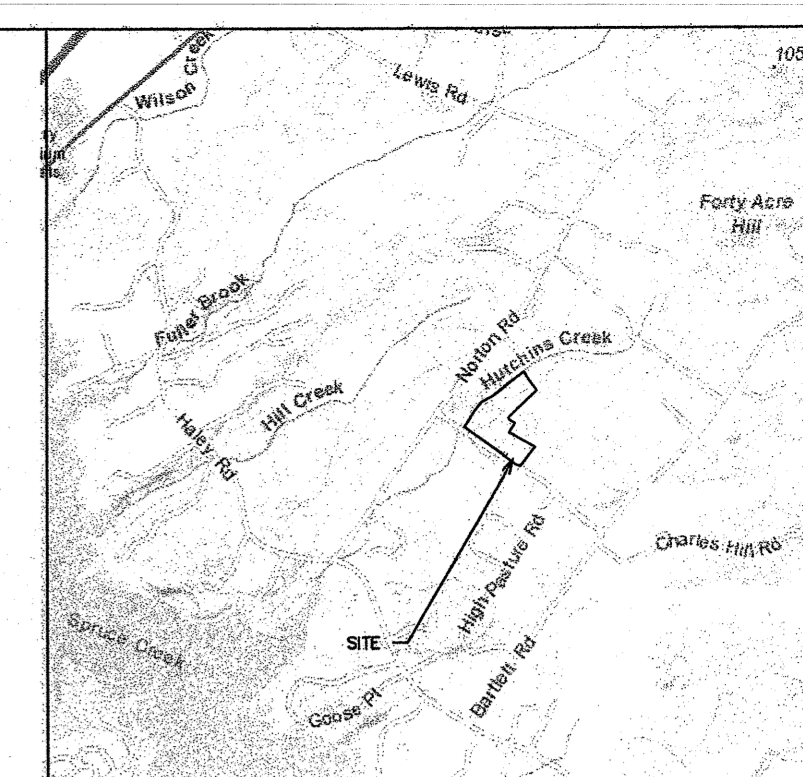
THE ACCOMPANYING SOILS SURVEY WAS DONE IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE MAINE ASSOCIATION OF PROFESSIONAL SOIL SCIENTISTS, FEBRUARY 1995, AS AMENDED.



CLASS A HIGH-INTENSITY SOIL SURVEY
 PREPARED FOR
ATTAR ENGINEERING
MILLER ROAD
(MAP 56, LOT 20)
KITTERY, MAINE



DRAFT: 80 SCALE: 1" = 60' CHECKED: JL PLAN DATE: 1-17-18



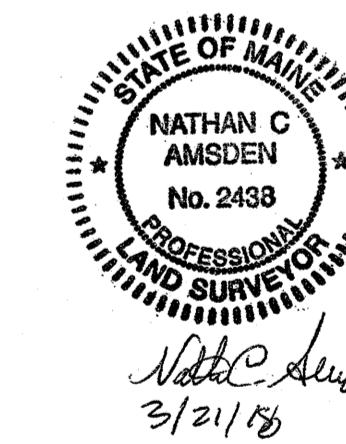
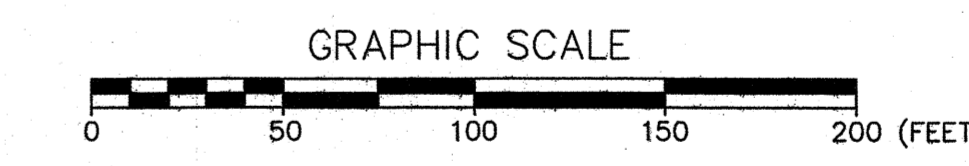
LOCATION MAP

PLAN REFERENCES

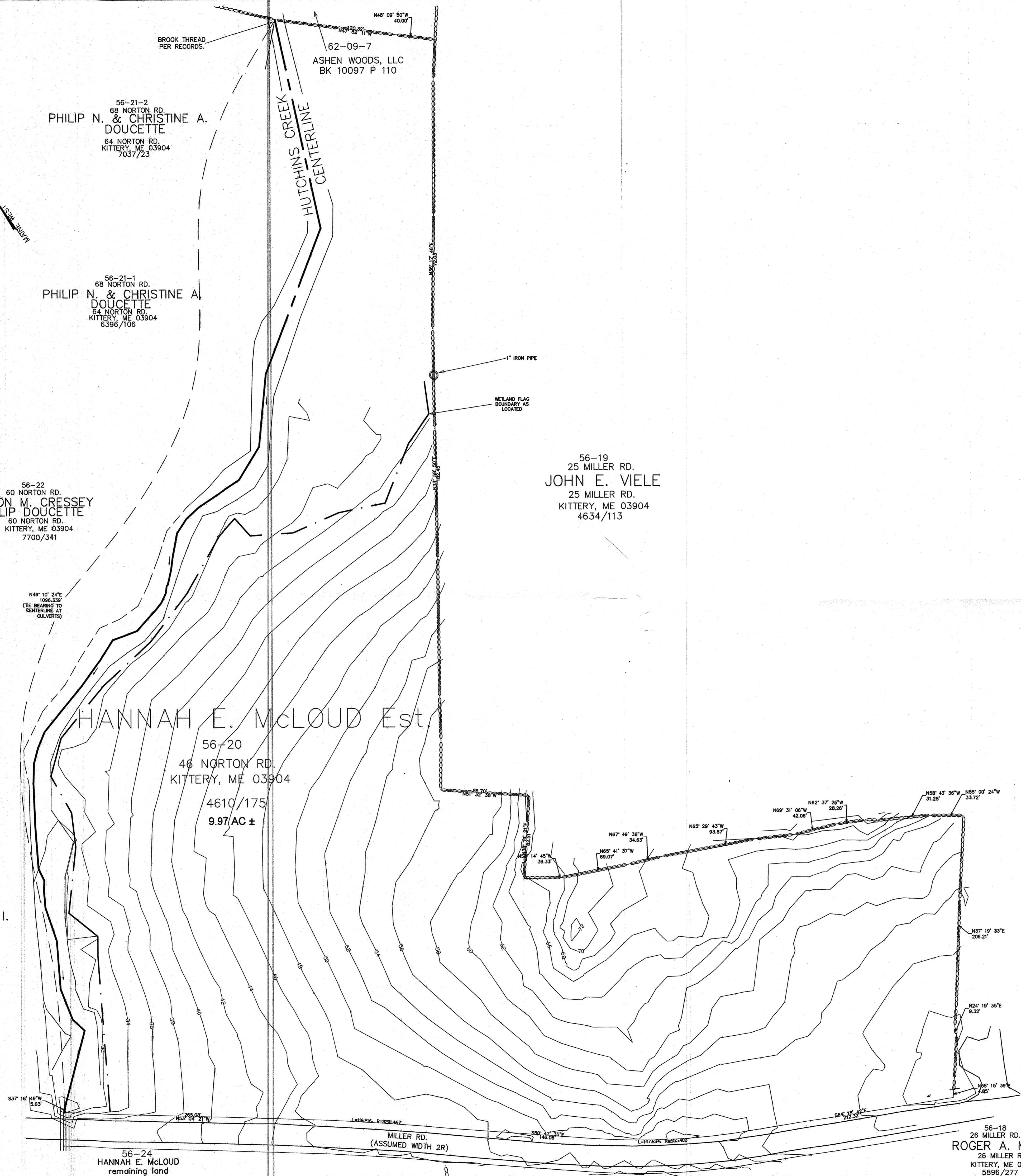
- "ASHEN WOODS PHASE II" DATED AUGUST, 1987, BY ANDERSON ASSOCIATES, RECORDED AT YCRD BK 166 P 30.
- "PLAN OF LAND MILLER ROAD, KITTELY, MAINE, FOR KIMBERLY F. CLARKE & JOHN E. VIELE" BY ANDERSON ASSOCIATES, RECORDED AT YCRD BK 166 P 1.
- "SUBDIVISION PLAN OF CARTER HILL, MILLER ROAD" DATED FEBRUARY 1988, BY ANDERSON ASSOCIATES, RECORDED AT YCRD BK 175 P 13.
- "LOT LINE ADJUSTMENT AND DIVISION OF LAND OWNED BY RUTH I. LAWRENCE & RONALD B. LAWRENCE" BY EASTERLY SURVEYING, RECORDED AT YCRD BK 267 P 47.

NOTES

- TOPOGRAPHIC DATA DEPICTED IS BASED ON THE NGVD29 DATUM.
- BOUNDARY DATA IS BASED ON MAINE STATE PLANE COORDINATES MAINE WEST.
- NO PHYSICAL EVIDENCE OF THE RIGHT OF WAY OF MILLER ROAD WAS RECOVERED. NO RECORD EVIDENCE OF THE RIGHT OF WAY OF MILLER ROAD WAS RECOVERED. WIDTH IS BASED ON THE HISTORICAL ACCEPTANCE OF 2 RODS.
- NO SOIL DATA OR TEST PITS ARE MAPPED AS A RESULT OF THIS SURVEY.
- ADDITIONAL MONUMENTS IN HUTCHINS BROOK ARE CALLED FOR IN ABUTTING PLANS AND DEEDS. PRESENT CONDITIONS HAVE PRECLUDED IDENTIFYING AND LOCATING THESE MONUMENTS. THE DESIGNATION OF THE CENTERLINE OF THE BROOK IS ALSO SUBJECT TO REVISION PER CLIMATE CONDITIONS.
- THE NORTHERLY BOUNDARY OF THE SUBJECT PROPERTY IS MAPPED AND RECONSTRUCTED PER ABUTTING RECORDS. THE ACTUAL CENTER OF THE BROOK MAY BE REVISED BASED ON FURTHER TOPOGRAPHIC AND/OR VISUAL INSPECTION OF THE TRUE THREAD.
- THE WETLAND BOUNDARY WAS ESTABLISHED BY JAMES LOGAN CWS, LONGVIEW PARTNERS LLC, AND LOCATED BY THIS OFFICE.



BOUNDARY AND TOPOGRAPHIC SURVEY PROPERTY OF HANNAH E. MCLOUD TAX MAP 56 LOT 20 MILLER RD. KITTELY, ME 03904	
YCRD 4610/175 9.97 AC ±	
SURVEY PERFORMED DECEMBER 2018 WITH A TOPCON DS AND ZENITH PRO GPS. SURVEY CLOSURE GREATER THAN 1/44,000.	
BY AMSDEN FIELD SURVEY 799 MAIN ST. ELIOT, ME 03903 207-451-0444	
SCALE 1"=50'	DATE 3/21/18



56-21-2
68 NORTON RD.
PHILIP N. & CHRISTINE A. DOUCETTE
64 NORTON RD.
KITTELY, ME 03904
7037/23

56-21-1
68 NORTON RD.
PHILIP N. & CHRISTINE A. DOUCETTE
64 NORTON RD.
KITTELY, ME 03904
6396/106

56-22
60 NORTON RD.
SHARON M. CRESSEY
PHILIP DOUCETTE
60 NORTON RD.
KITTELY, ME 03904
7700/341

56-19
25 MILLER RD.
JOHN E. VIELE
25 MILLER RD.
KITTELY, ME 03904
4634/113

56-20
46 NORTON RD.
KITTELY, ME 03904
4610/175
9.97 AC ±

56-21
56 NORTON RD.
RONALD B. & RUTH I. LAWRENCE
PO BOX 221
KITTELY POINT, ME 03904
11638/108

56-21-A
52 NORTON RD.
RONALD B. & RUTH I. LAWRENCE
PO BOX 221
KITTELY POINT, ME 03904
11638/108

60-01-F
TROY & JULIE PERRAULT
8 KELSEY WAY
KITTELY, ME 03904
14434/940

56-24
HANNAH E. MCLOUD
remaining land

56-18
26 MILLER RD.
ROGER A. MUCCIO
26 MILLER RD.
KITTELY, ME 03904
5896/277