



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

July 27th, 2020

Scott Heyland, Code Enforcement Officer
Town of Ogunquit
23 School Street
Ogunquit, Maine 03907

**RE: Plan Unit Development
Pine Hill Road North
Sketch Plan Application**

Dear Scott,

On behalf of our client, Jon Moody, dba Richard Moody and Sons., we are pleased to submit the attached sketch plan application for a proposed planned unit development with a total of 10 residential units (with density bonus). The project is located at Pine Hill Road North and is identified as Map 5, Lot 20 on the Town of Ogunquit Tax map. The project is located in both shoreland and non-shoreland zones, Shoreland Limited Residential (SLR) and Residence Zones (R), respectively.

The project will include the construction of 10 single family units with an accessory private drive. The project will be served by underground public utilities, including power, sewer, water, telecommunications, and cable.

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

If you have any questions, or require any additional information please contact me at your earliest convenience,

Warm Regards,

Jason A Vafiades

Atlantic Resource Consultants
Jason Vafiades, PE, LEED AP
Principal
Attachments

PLEASE PRINT CLEARLY

DATE REC'D: _____

INITIAL MEETING DATE: _____

FEE PAID: Yes No

INITIAL HEARING DATE: _____

TAX MAP #: 5 LOT: 20

ZONING DISTRICT R/SLR

Check which type of application is requested. Please check all that apply:

SUBDIVISION REVIEW APPLICATION – Applicants applying for Subdivision Review should familiarize themselves with the Town’s Subdivision Regulations.

SKETCH PLAN **PRELIMINARY PLAN** **FINAL PLAN**

WAIVER REQUESTS – Note instructions below.

PROPERTY OWNER (as listed on current VISION Property Tax Card)

NAME Ann K, Collier Trust, Fiebelkor Collier, REPRESENTATIVE _____

MAILING ADDRESS 330 Beacon St. Apt C 176

Boston, MA 02116-1153

Telephone _____

APPLICANT Same as Owner Lessee Purchase & Sale Agreement Agent/Consultant

NAME Jon Moody / Jason Vafiades (Agent) REPRESENTATIVE Atlantic Resource Consultants, LLC

MAILING ADDRESS 541 US Route One, Suite 21, Freeport, ME 04032

Telephone 207-869-9050

E-Mail jasonv@arc-maine.com Fax _____

If applicant is different than owner you must include a letter of authorization from property owner.

PROPERTY ADDRESS: Pine Hill Road North Year _____

Built RES LAND (All Pre 1931 structures require review by the Historic Preservation Commission).

Source of date: VISION Card TRIO Card Other _____ NAME _____

OF BUSINESS (Current & Proposed) _____ (If

property is used commercially, please give name of business.)

REQUIRED DEPT./CONSULTANT REVIEWS

Historic Pres. Comm. Review? Yes No Public Works Review? Yes No

Police Dept. Review? Yes No Conservation Commission? Yes No

Fire Dept. Review? Yes No Planning Consultant? Yes No

BRIEF DESCRIPTION OF PROJECT: 10 Unit Residential Development

WAIVER REQUESTS (Waiver Requests and Reasons must be in writing on a separate sheet)

PARKING WAIVER

DUMPSTER SCREENING WAIVER – Applicants applying for a waiver from the Dumpster Screening requirements should familiarize themselves with Article 8.16 of the Town’s Zoning Ordinance. Applicants must submit a Site Plan of the property indicating location of dumpster and property boundaries.

OTHER _____

Is any portion of the property within 250 feet of the high water line of a river or salt water body? Yes No

Does the parcel include any wetlands? Yes No Total Acreage of Parcel: 4.54

Is this parcel included in a prior approved subdivision or site plan? Yes No

Is any portion of the property within a floodplain as identified by the Federal Emergency Management Agency?
Yes No

Anticipated date for construction start: TBD

Does this development require extension/provision of, or connection to, public infrastructure?

- | | | |
|---|---|--------------------------------------|
| <input checked="" type="checkbox"/> roads | <input type="checkbox"/> storm drainage | <input type="checkbox"/> other _____ |
| <input type="checkbox"/> sidewalks | <input checked="" type="checkbox"/> water lines | |
| <input checked="" type="checkbox"/> sewer lines | <input checked="" type="checkbox"/> fire hydrants | |

Identify method of water supply to the proposed development:

- individual wells connection to public water system

Identify method of sewage disposal to the proposed development:

- connection to public sewer system on-site subsurface wastewater disposal system

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

07/27/2020

DATE



APPLICANT'S / OWNER'S SIGNATURE

THIS FORM, ACCOMPANIED BY THE APPROPRIATE FEE(S), CHECKLISTS, AND SUPPORTING DRAWINGS AND DOCUMENTS, MUST BE SUBMITTED BY THE FOLLOWING DEADLINES:

- 1. Pre-application Conference with Code Enforcement Officer – *MUST BE HELD AT LEAST TWO BUSINESS DAYS PRIOR TO SUBMITTAL OF THE APPLICATION.* Applications will not be accepted without a prior conference with the CEO.**
- 2. The Application form, with all accompanying drawings and documents, as indicated by the CEO or Town Planner at the preapplication conference, MUST BE SUBMITTED BY 2:30 P.M. 14 DAYS PRIOR TO THE PLANNING BOARD MEETING.**

SUBDIVISION - SKETCH PLAN SUBMISSIONS CHECKLIST

Applicant Name Jason Vafiades, PE Date 7/20/20
 Map / Lot / Zone 5 / 20 / SLC

This checklist has been prepared to assist applicants in developing their subdivision sketch plans. It should be used as a guide in assembling the information necessary for a complete Sketch Plan Application. However, the checklist does not substitute for the text of **Article 5** of the Subdivision Regulations. The Planning Board also will be using the checklist to make sure that your sketch plan application is complete. Once the checklist is filled out according to the instructions below it should be submitted with the sketch plan application form.

1. Indicate if the information has been submitted by checking the appropriate box in column 1;
2. If you believe that a required submission is not applicable to your project, please discuss the matter with the Code Enforcement Officer. If the CEO agrees that the submission might not be applicable, check the appropriate box in column 2;
3. For every item checked in column 2, a written waiver request must be prepared on a separate sheet and submitted with this checklist.
4. At the initial Sketch Plan Meeting with the Planning Board, the Board will review this list, the Board Chairperson will check the appropriate box in column 3 when the Board deems the submission acceptable;
5. If an item is not submitted, and the Board grants a submission waiver, the Board Chairperson will check the appropriate box for that item in column 4.

Note that this checklist only covers the submission requirements for a sketch plan for a subdivision. It does not address the review standards that the application must meet in the next stages of the process. **Shaded boxes indicate that the required submittal is of such importance that it is highly unlikely that the Planning Board might entertain a submission waiver request.**

SUBDIVISION REGULATIONS REQUIRED SUBMITTAL		1	2	3	4
		Submitted by Applicant	Applicant Requests Submission Waiver from Planning Board	Submission Received and Accepted as Sufficient by Planning Board	Submission Requirement Waived by Planning Board
5.3.1	portion of the U.S.G.S. topographic map of the area showing the outline of the proposed subdivision or other project	X			
5.3.2	portion of the county soil survey covering the proposed subdivision or other project, showing the outline of the proposed development	X			
5.3.3	15 copies of Sketch Plan Application Form, Sketch Plan Checklist, Sketch Plan, and any other supporting materials	X			
5.3.4	fee of \$1500 to be deposited in a special account designated for that subdivision application, to be used by the Board for hiring independent consulting services to review the application	X			
5.3	written project narrative, with general information to describe or outline the existing conditions of the site and a full description of the proposed development	X			
Sketch Plan, which does not have to be engineered may be a free-hand penciled sketch showing the following:					
5.3	Proposed layout of streets, lots and other features in relation to existing conditions	X			
5.3	steep slopes, wet areas and vegetative cover in a general manner	X			
5.3	general proposals for how any common areas and infrastructure will be managed and maintained	X			
5.3	sketch plan superimposed on or accompanied by a copy of the assessor's map(s) on which the land is located	X			

NO APPLICATION WILL BE SCHEDULED TO GO BEFORE THE PLANNING BOARD UNTIL THE CODE ENFORCEMENT OFFICER HAS REVIEWED THE APPLICATION PACKET AND SIGNED THIS FORM!

Code Enforcement Officer 

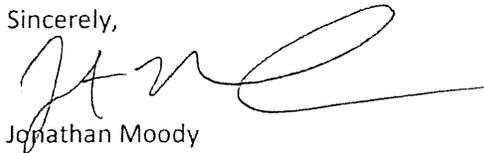
Date 8-10-2020

July 16, 2020

To Whom It May Concern,

I authorize Jason Vafiades, PE LEED AP and Isaiah Plante, PLS, to act as my agent for all permitting matters related to Tax Map 5, Lot 20 on Pine Hill Road North in Ogunquit, Maine.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Moody', with a long horizontal flourish extending to the right.

Jonathan Moody
Member 693 Post Road LLC

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

February 19, 2020
Offer Date

February 19, 2020 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between 693 Post Road LLC and/or assigns, Manager Duly Authorized ("Buyer") and Marvin A. Collier ~~Revocable~~ Trust, Ann K. Collier Trust ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy all part of (if "part of" see para. 22 for explanation) the property situated in municipality of Ogunquit, County of York, State of Maine, located at TBD Pine Hill Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 17467, Page(s) 0325.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of [REDACTED]. Buyer has delivered; or will deliver to the Agency within 2 days of the Effective Date, a deposit of earnest money in the amount of [REDACTED]. Buyer agrees that an additional deposit of earnest money in the amount of [REDACTED] will be delivered 2 days after wetland survey info is available. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

4. ESCROW AGENT/ACCEPTANCE: Aland Realty Group ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until February 21, 2020 (date) 5 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 8/21/20 ** (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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

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

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

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) n/a. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

Page 1 of 5 - P&S-LO

Buyer(s) Initials JM

Seller(s) Initials MA

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: <u>Lot determination</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>70</u> days	<u>Buyer</u>	<u>Buyer</u>
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>70</u> days	<u>Buyer</u>	<u>Buyer</u>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
6. UTILITIES Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>70</u> days	<u>Buyer</u>	<u>Buyer</u>
7. WATER Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>70</u> days	<u>Buyer</u>	<u>Buyer</u>
8. SUB-DIVISION APPROVAL Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>95</u> days	<u>Buyer</u>	<u>Buyer</u>
9. DEP/LUPC/ACOE APPROVALS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>95</u> days	<u>Buyer</u>	<u>Buyer</u>
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>70</u> days	<u>Buyer</u>	<u>Buyer</u>
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>70</u> days	<u>Buyer</u>	<u>Buyer</u>
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: <u>Wetland Delineation can not be done until April - May 2020</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>70</u> days	<u>Buyer</u>	<u>Buyer</u>

* 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 n/a days. Yes No

Further specifications regarding any of the above: none

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, 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 _____ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.
- Buyer's ability to purchase is is not subject to the sale of another property. See addendum Yes No.
- Buyer's obligation to close is subject to financing as follows:
 - a. Buyer's obligation to close is subject to Buyer obtaining a _____ conventional land _____ loan of 65,000 % of the purchase price, at an interest rate not to exceed 5.500 % and amortized over a period of market 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 5 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 5 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 n/a points. Seller agrees to pay up to \$n/a toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
 - g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 11e shall remain in full force and effect.

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

Christopher Erickson (015406) of Aland Realty Group (2947)
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker
Don Wunder (086390) of RE/MAX Realty One (1050)
 Licensee MLS ID Agency MLS ID

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

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

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

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

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

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

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

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and 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: ** Closing to occur 30 days after permits and sub-division approvals in hand. Buyer and seller agree to extend closing up to 120 days should permits/approvals require extensions.

\$ 5,000 of the deposit is non-refundable immediately and another \$ 10,000 is non-refundable 15 business days after wetland survey information is available.

If the buyer terminates this agreement they agree to give seller all survey work completed as of that termination date.

23. GENERAL PROVISIONS:

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

24. ADDENDA: Yes No Explain: Addendum to Purchase and Sales Agreement

25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is 899 Post Road, Wells, ME 04090

[Signature] 2/19/2020 BUYER 693 Post Road LLC and/or assigns DATE [Signature] 2/19/2020 BUYER Manager Duty Authorized DATE

BUYER DATE BUYER DATE

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 6 CLA 300 CROWN COLONY Dr. Ste 310 Quincy MA 02169

[Signature] 2/19/2020 SELLER Marvin A. Collier Revocable Trust DATE [Signature] 2/19/2020 SELLER Ann K. Collier Trust DATE

SELLER DATE SELLER DATE

COUNTER-OFFER

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

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

SELLER DATE SELLER DATE
SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

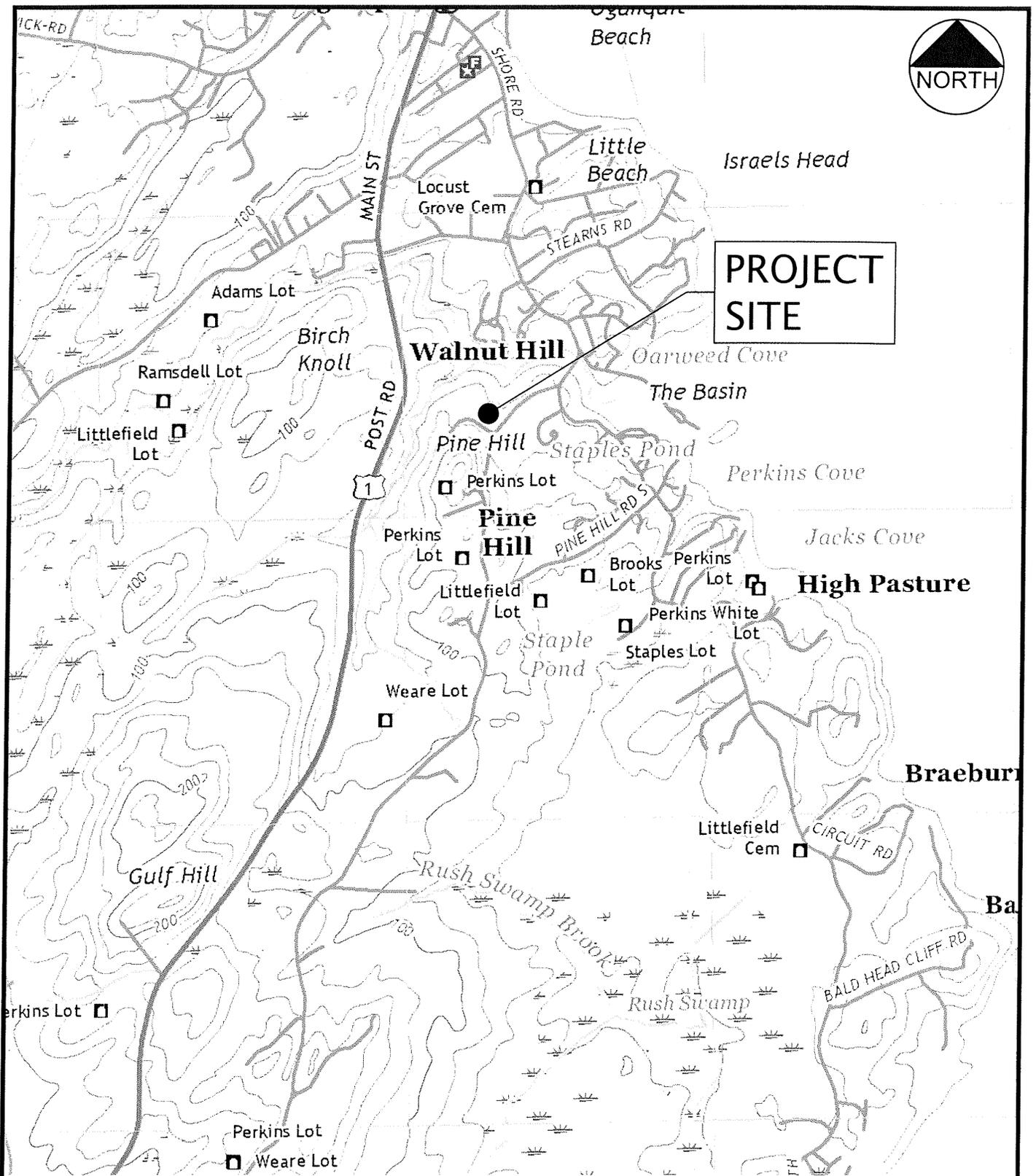
BUYER DATE BUYER DATE
BUYER DATE BUYER DATE

EXTENSION

The closing date of this Agreement is extended until _____ DATE

SELLER DATE SELLER DATE
SELLER DATE SELLER DATE
BUYER DATE BUYER DATE
BUYER DATE BUYER DATE





PLAN REFERENCE:
 THIS PLAN REFERENCES THE USGS YORK BEACH QUADRANGLE MAINE-YORK COUNTY 7.5 MINUTE
 SERIES YORK BEACH, MAINE 2018. NORTH ARROW SHOWN REFERENCES GRID NORTH.

PINE HILL ROAD NORTH
 OGUNQUIT, MAINE 03907

PROJECT LOCATION MAP
 TAX MAP: 5 PARCEL: 20



Atlantic Resource Consultants
 Engineering Strategies and Solutions

DRAWN: MV/TW	DATE: 07/15/2020
DESIGNED: JAV	SCALE: 1" = 1500'
CHECKED: JAV/TW	JOB NO. 20-018
FILE NAME: LOCUS	

FIGURE

1



Pine Hill Road

Ogunquit, ME



1 inch = 250 Feet



July 20, 2020



York

Large Scale	***** Rights_of_Way
— Ogunquit Town Line	
Street Names	
Parcel Lines - No Ortho	

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Hydrologic Soil Group—York County, Maine
(Pine Hill Road Subdivision)



Map Scale: 1:1,910 if print on A landscape (11" x 8.5") sheet.

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

MAP LEGEND

 Area of Interest (AOI)	 C
 Area of Interest (AOI)	 C/D
Soils	 D
Soil Rating Polygons	 Not rated or not available
 A	Water Features
 A/D	 Streams and Canals
 B	Transportation
 B/D	 Rails
 C	 Interstate Highways
 C/D	 US Routes
 D	 Major Roads
 Not rated or not available	 Local Roads
Soil Rating Lines	Background
 A	 Aerial Photography
 A/D	
 B	
 B/D	
 C	
 C/D	
 D	
 Not rated or not available	
Soil Rating Points	
 A	
 A/D	
 B	
 B/D	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

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

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

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

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

Soil Survey Area: York County, Maine
Survey Area Data: Version 19, May 29, 2020

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

Date(s) aerial images were photographed: Dec 31, 2009—Sep 9, 2017

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

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
CrB	Croghan loamy fine sand, 0 to 8 percent slopes, wooded	A	3.8	52.1%
LyC	Lyman-Rock outcrop complex, 8 to 15 percent slopes	D	0.2	3.1%
LyE	Lyman-Rock outcrop complex, 15 to 80 percent slopes	D	2.3	30.7%
Na	Naumburg sand	A/D	1.0	14.2%
Totals for Area of Interest			7.4	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

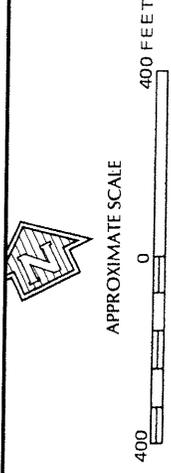
If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
OGUNQUIT,
MAINE
YORK COUNTY

PANEL 3 OF 3

(SEE MAP INDEX FOR PANELS NOT PRINTED)

NOTE:
THIS MAP INCORPORATES APPROXIMATE BOUNDARIES OF
COASTAL BARRIER RESOURCES (CBR) AND OTHER
OTHERWISE PROTECTED AREAS ESTABLISHED UNDER THE
COASTAL BARRIER IMPROVEMENT ACT OF 1990 (P.L. 101-509).

COMMUNITY-PANEL NUMBER
230632 0003 C

MAP REVISED:
JULY 15, 1992



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-1011 On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

