



**TOWN OF GRAY**  
**STAFF REVIEW COMMITTEE**  
**AGENDA • DECEMBER 18, 2023**

---

**Staff Review  
Committee**

**Henry Pennell Municipal Complex**  
**24 Main St., Gray**

**12:00 PM**

---

**I. Meeting Commences**

**II. New Business**

- a. A request by Loon Island LLC, represented by Jayson Haskell of DM Roma Engineering, for Staff Review Committee minor site plan amendment review of a proposal for a change of use, from Office to Retail Trade, for the +/- 1.15-acre property at 45 Portland Road, Tax Map 043-404-176-001, in the Commercial zoning district.

**III. Adjournment**

*\* The Town of Gray is an equal opportunity employer and complies with all applicable equal access to public accommodations law. If you are planning to attend a Town Council or Town committee or board meeting and need assistance with a physical disability, please contact the Town Manager's office at least 48 hours in advance of the meeting to have the Town assist you. 657-3339. TTY 657-3931.*



December 5, 2023

Kristen Muszynski, Community Planner  
Town of Gray  
24 Main Street  
Gray, Maine 04039

**Re: Plan Revision Submission  
Manufactured Home Retail Facility  
45 Portland Road, Gray  
Loon Island, LLC - Applicant**

Dear Ms. Muszynski:

On behalf of Loon Island, LLC, applicant, we have prepared the enclosed updated design plans for the proposed manufactured home retail facility at 45 Portland Road in Gray. The plan revisions are based on our conversation on December 1, 2023. Based on this discussion, we have made the following plan changes:

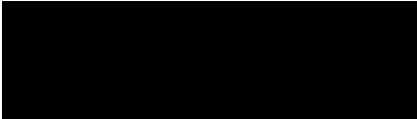
- In an effort to reduce stormwater runoff generated by the site, we have removed the proposed paved driveway located around the existing office building. In addition, to provide for a level of infiltration, we have proposed the modular buildings to be placed on a crushed stone pad as an alternative to pavement previously proposed.
- We have added the potential future roadway which was associated with a historical subdivision approval adjacent to the property. The original 2019 approval for the 45 Portland Road site included notes indicating that if this road is ever constructed, the driveway for this site would enter from the new road and the existing driveway connection to Portland Road would be removed. We have indicated this requirement on the revised plans, including potential driveway connection between Models 1 and 2.
- The plans include additional buffering from Portland Road including a mix of evergreen trees and flowering shrubs.

In addition, you had questions regarding the manufactured homes and how they will be placed on the ground. Based on discussions with our client, the units will be placed on concrete blocks with the wheels and axles still in place. Display Model 3 will have a vinyl skirt around the base of the unit to hide the blocking and wheels with the larger units (Models 1 and 2) having a more substantial surrounding replicating a stone foundation.

We hope that we have addressed Town staff's questions and concerns with the project and have included the updated design plans as part of the submission. Upon your review of the revised plans, please let us know if you have any follow up comments. Once a Staff Review Meeting is established, please let us know to ensure our attendance. Thank you for your attention to the project.

Sincerely,

DM ROMA CONSULTING ENGINEERS



Jayson R. Haskell, P.E.  
Southern Maine Regional Manager

cc: Loon Island, LLC, Applicant  
enc.



November 20, 2023

Tammy Munson, Code Enforcement Officer  
Town of Gray  
24 Main Street  
Gray, Maine 04039

**Re: Conditional Use Review Submission  
Manufactured Home Retail Facility  
45 Portland Road, Gray  
Loon Island, LLC - Applicant**

Dear Ms. Munson:

On behalf of Loon Island, LLC, applicant, we have prepared the enclosed design plans and narrative for your review for a proposed manufactured home retail facility at 45 Portland Road in Gray.

Existing Conditions

The 1.16-acre parcel, better identified as Lot 404-176-1 on the Town of Gray Tax Map 43, is located within Commercial Zoning District and is currently developed as a professional office building. The site contains the approximately 700 square foot building, most recently utilized by Allstate Insurance, paved parking and landscaping which was approved by the Town of Gray Planning Board in April 2019 as part of a use change from the original Tee Em Up driving range facility. The original design of the site included a future connection to a proposed commercial subdivision road associated with Gray Meadows. The project did not move forward and the driveway connection remains onto Portland Road (Rt 26/100).

The building is currently served by a private wastewater disposal system, public water service connection and overhead electrical service. Based on record data, the septic tank and pump is located on the 45 Portland Road property, but the wastewater disposal field is located on the abutting property to the north (Map 43 Lot 404-176) currently owned by Tee Em Up Inc. As indicated in the property deed, the owners of 45 Portland Road have access and utility rights to portions of the Tee Em Up property.

The site currently drains from north to south into forested wetlands located southerly of the developed portion of the site. There are currently two culverts on the property, a driveway culvert along Portland Road and a 15" storm drain which drains from the property to the north, through the project parcel, discharging into the wetland. No existing stormwater detention facilities are located on the property.

### Proposed Conditions

The applicant intends to utilize the existing building as an office for a “retail trade” use facility for manufactured homes. The proposed lot layout will include three (3) separate model homes for potential buyers to walk through and visualize the space. The layout will also include expanded laydown space for the model units and larger delivery vehicles to maneuver, in excess of the existing pavement, and will be initially gravel with the potential future paving. Parking areas will be delineated to provide at least 8 parking spaces, with one (1) being reserved for handicap parking. The applicant anticipates no more than two (2) employees at a time on the property.

### Utilities and Usage

The applicant’s intent is to utilize the existing utilities serving the property. The facility will have no more than two (2) employees at the site at one time and will not include a public restroom. Based on the Maine Subsurface Wastewater Disposal Rules Table 4C, employees with no on-site showers generate approximately 12 gallons of wastewater per day per employee, resulting in a design flow of approximately 24 gallons per day. We anticipate the existing sewer and water services have the capacity for the revised use since it was originally designed for a public driving range.

### Traffic

A retail facility for the sale of manufactured homes is a relatively low traffic generating use. We anticipate the traffic generation to be similar to a Recreational Vehicle Sales facility, which only generates 0.77 vehicle trips per 1,000 square feet of building space during the PM Peak Hour. This is a lower rate than the previously approved general office building rate of 1.15 trips per 1,000 square feet of building space. As a result, we do not anticipate an increase in traffic due to the change of use.

### Fire Protection

There is an existing fire hydrant located across Portland Road from the property, approximately 200 feet from the buildings. The site has been designed for a typical fire truck to enter the facility and be able to turnaround within the limits of the property. There are no other fire protection features proposed as part of the site improvements.

### Alterations to Land Cover

Based on the existing conditions, there is approximately 9,405 square feet of existing impervious surfaces including the existing building and paved driveway and parking. In the proposed condition, the site will contain approximately 17,565 square feet, resulting in an 8,160 square foot increase in impervious surfaces. The increase in impervious area is a result of the additional rooftop area and maneuvering aisle behind the existing office building. Roofs typically do not contain the same number of potential pollutants that parking and roads contain. Flow that comes off the roofs will typically land on a paved walkway surrounding the building to reduce erosion from runoff splashing on unstabilized earth and drain to the wetlands. In addition, the access aisle around the building will not be utilized on a typical day and only be utilized during a delivery of a building, if the trucks find it necessary.

All of the stormwater flow drains into a relatively large wetland complex identified as “Gray Meadows” which extends out into the Central Maine Power Easement adjacent to the site and is tributary to Wiggins Brook. We do not anticipate the additional stormwater flow from the site to

cause any erosion or flooding concerns downstream of the site due to the size of the connected wetland.

#### Soils and Natural Resources

Based on the Medium Intensity Soils Survey for Cumberland County and Part of Oxford County, Maine as published by the Natural Resources Conservation Services, the on-site soils are identified as Lamoine silt loam. These soils are included in the Hydrologic Soils Group "C/D".

Utilizing design plans prepared for the abutting property and were utilized in the creation of this lot in 2019, we overlaid the wetland delineation that was prepared by a Mark Cenci Geologic. Based on this delineation and the proposed limit of work, approximately 1,040 square feet of wetlands will be impacted as a result of the project. Since the wetland impact is below the Maine Department of Environmental Protection (MDEP) Natural Resources Protection Act permitting threshold of 4,300 square feet, no wetland alteration permitting will be required from the MDEP. A Maine General Permit, Section VI: Self Verification Notification Form will be submitted for the review of the US Army Corps of Engineers prior to construction. A copy will be provided to the Town upon submission.

The applicant has previously provided you with the application form, payment, property deed and purchase and sales agreement. Included in this submission is the soils map and the proposed Site Plan and Site Vicinity Map overlaying the project site on an aerial image. Upon your review of this information, please let us know if you have any questions or require any additional information. We look forward to working with Town Staff on the project permitting.

Sincerely,

DM ROMA CONSULTING ENGINEERS

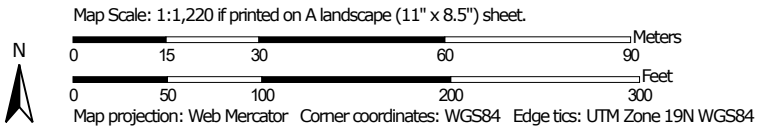


Jayson R. Haskell, P.E.

Southern Maine Regional Manager


cc: Loon Island, LLC, Applicant  
enc.

Hydrologic Soil Group—Cumberland County and Part of Oxford County, Maine



## MAP LEGEND

### Area of Interest (AOI)









 Area of Interest (AOI)

### Soils

#### Soil Rating Polygons





 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Lines


 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Points






 A  
 A/D  
 B  
 B/D

 C  
 C/D  
 D  
 Not rated or not available

### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

**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: Cumberland County and Part of Oxford County, Maine  
 Survey Area Data: Version 20, Sep 5, 2023

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

Date(s) aerial images were photographed: Jun 19, 2020—Sep 20, 2020

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
BuB	Lamoine silt loam, 3 to 8 percent slopes	C/D	4.5	84.6%
Sn	Scantic silt loam, 0 to 3 percent slopes	D	0.8	15.4%
<b>Totals for Area of Interest</b>			<b>5.3</b>	<b>100.0%</b>

### 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*

# DM ROMA

CONSULTING ENGINEERS



PHOTO 1 – LOOKING SOUTH AT EXISTING SIGN.



PHOTO 2 – LOOKING SOUTH AT EXISTING WOODED BUFFER.



PHOTO 3 – LOOKING NORTH AT EXISTING WOODED BUFFER.



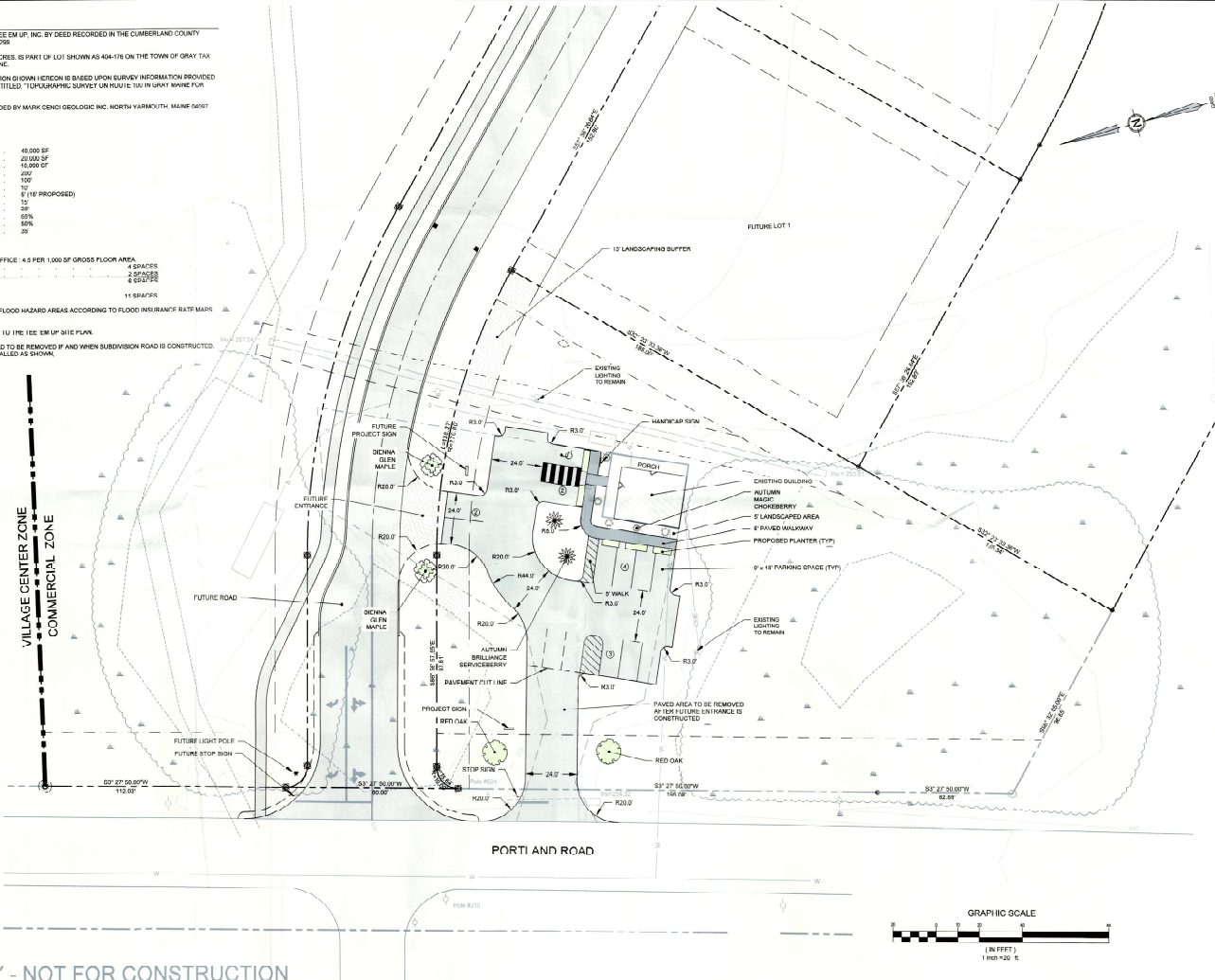
PHOTO 4 – EXISTING COMMERCIAL BUILDING



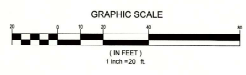
PHOTO 5 – EXISTING UTILITY POLE WITH LIGHT FIXUTER TO REMAIN.

- GENERAL NOTES:**
1. THE RECORD OWNER OF THE PARCEL IS TEE EM, INC. BY DEED RECORDED IN THE CLAMBERLAND COUNTY DEEDS/VOL 2628 IN BOOK 17752 & PART 788
  2. THE PROPERTY IS APPROXIMATELY 1.15 ACRES, IS PART OF LOT SHOWN AS 404-178 ON THE TOWN OF GRAY TAX MAP #1 AND IS LOCATED IN COMMERCIAL ZONE.
  3. BOUNDARY AND TOPOGRAPHY INFORMATION SHOWN HEREON IS BASED UPON SURVEY INFORMATION PROVIDED BY WAYNE T. WOOD P.L.S. #1328 ON PLAN ENTITLED "TOPOGRAPHIC SURVEY UN PLU#101 IN GRAY, MAINE FOR MIC COOP. DATED NOVEMBER 2016.
  4. VETLAND & STICAM INFORMATION PROVIDED BY MARK CENZI GEOLOGIC INC. NORTH YARMOUTH, MAINE 0407 (017) 556-1034
  5. SPACE AND BULK CRITERIA:
 

COMMERCIAL STANDARDS		
MIN. LOT AREA	40,000 SF	
MIN. LOT DEPTH (W/ WALKER)	20,000 SF	
MIN. LOT SIDE (PUD)	40,000 SF	
MIN. FRONTAGE	100'	
MIN. FRONT SETBACK (PUD)	10'	
MIN. FRONT SETBACK (PUD)	10'	
MIN. FRONT SETBACK (PUD)	5' (IF PROPOSED)	
MIN. SIDE SETBACK	10'	
MIN. REAR SETBACK	20'	
MAX. IMPERVIOUS SURFACE	60%	
MAX. LOT COVERAGE	60%	
MAX. BUILDING HEIGHT	30'	
  6. THE PROPERTY DOES NOT CONTAIN ANY FLOOD HAZARD AREAS ACCORDING TO FLOOD INSURANCE RATE MAPS ZONE 300A.
  7. THIS PLAN LUNDS III (11) IS AN AMENDMENT I TO THE IFC, SR UP SITE PLAN.
  8. DRIVEWAY ENTRANCE TO PORTLAND ROAD TO BE REMOVED IF AND WHEN SUBDIVISION ROAD IS CONSTRUCTED. NEW DRIVEWAY CONNECTION TO BE INSTALLED AS SHOWN.



PRELIMINARY - NOT FOR CONSTRUCTION



DATE	2/22/2018
PL. APPROV. BY	
SCALE	AS SHOWN
PROJECT	
CLIENT	
DESIGNER	
CHECKER	
DATE	

100 WASHINGTON ST. PORTLAND, ME 04102  
 OFFICE: (207) 846-1111 FAX: (207) 251-1517  
 www.terradynterradyne.com  
**TERRADYN CONSULTANTS, LLC**  
 200 WASHINGTON ST., PORTLAND, ME 04102

SHEET DESCRIPTION  
**ALLSTATE INSURANCE COMPANY OF MAINE**  
**OFFICE BUILDING**  
**SITE PLAN & LANDSCAPING PLAN**  
 PREPARED FOR:  
**ALAN BELL**  
 100 WASHINGTON ST.  
 PORTLAND, MAINE 04102

DATE:	2/22/2018
SCALE:	AS SHOWN
DESIGNED:	ALA
JOB NO.:	1009
DATE:	

SHEET **C-1.0**







**PLANNING BOARD/STAFF REVIEW COMMITTEE APPLICATION  
TOWN OF GRAY MAINE**

**PROPERTY TO BE DEVELOPED**

Property Location/Address	45 Portland Rd.	Property Map/Lot	043-404-176-001
Zoning District	Commercial	Lot Acreage	1.15
Owner Name	Loon Island	Tax Sheet	
Owner Address	P.O. Box 235 Cumberland	Owner Phone	207-831-1030

**APPLICANT**

Name (IF different than owner)		Contact Phone Number	
Mailing Address		Alternate Phone Number	
Mailing City/State/Zip		Fax Number	
Email Address	W.11@loonislandproperties.com		

**AGENT/CONSULTANT**

Name		Contact Phone Number	
Mailing Address		Alternate Phone Number	
Mailing City/State/Zip		Fax Number	
Email Address			

**PROJECT**

The undersigned requests that the Town of Gray Planning Board consider the following application for:

<input type="checkbox"/> <b>Subdivision</b> Sketch Plan Review Preliminary Plan Review (Major) Final Plan Review (Major) Minor  <input type="checkbox"/> <b>Site Plan Review</b> Pre-Application Conference Minor Major  <input type="checkbox"/> <b>Shoreland Zoning Permit</b>	<input checked="" type="checkbox"/> <b>Other (specify)</b> Conditional Use <input checked="" type="checkbox"/> Amendment Extension Workshop Contract Zone Request  Use change from office to office + sales of mobile + modular homes.
---	---

**Project Description / Comments:** Modular office + dealership.  
 \* Would like to work with town + snowmobile club to move trail to south side of property. This has been a goal of theirs for years. Much safer area to cross.

<b>Applicant Signature</b>		<b>Date</b> 11/9/23
----------------------------	--	---------------------

QUITCLAIM DEED  
(with Covenant)  
(Maine Statutory Short Form)

1001940056887

**KNOW ALL MEN BY THESE PRESENTS**

THAT TEE 'EM UP, a Maine Corporation, with a principal place of business in Gray, Cumberland County, State of Maine for consideration paid, grants to BELL MANAGEMENT, LLC, a Maine Limited Liability Company, whose mailing address is 36 Main Street, Gorham, Maine 04038, with QUITCLAIM COVENANTS, a certain lot or parcel of land, with any buildings thereon, situated in the Town of Gray, County of Cumberland and State of Maine, being bounded and described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO  
MADE A PART HEREOF AND INCORPORATED BY REFERENCE HEREIN**

Being a portion of the same premises conveyed in a deed from Gray Plaza, Inc., to Tee' Em Up, dated October 17, 1996 and recorded in the Cumberland County Registry of Deeds in Book 12792, Page 299. Reference is made to a certain Plan entitled "Allstate Insurance, Portland Road-Gray, Maine Site Plan and Landscaping Plan prepared for Alan Bell by Terradyn Consultants, LLC dated March 22, 2019 (hereinafter "the Plan"), including any revisions thereto. Grantor, its successors and assigns, agree to be solely responsible for the possible future curb cut and resulting creation of the future entrance into the parcel conveyed herein as contemplated on the Plan.

IN WITNESS WHEREOF, I, Robert Cook, Vice President of TEE 'EM UP, have caused this instrument to be executed on this 8<sup>th</sup> day of May, 2019.

SIGNED, SEALED AND DELIVERED

TEE 'EM UP

By: 

Witness

Robert Cook

Its: Vice President

State of Maine  
County of Cumberland

Then personally appeared before me on this 8<sup>th</sup> day of May, 2019, the above-named Robert Cook, Vice President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said Corporation

  
Notary Public/Attorney at Law

Printed Name: STEVEN W. RAND

COMMISSION EXPIRES: N/A

ATTORNEY AT LAW, STATE OF MAINE  
(AUTHORIZED TO TAKE ACKNOWLEDGMENTS)  
PURSUANT TO 4 M.R.S.A. 1056)

MAINE REAL ESTATE TAX-Paid

**EXHIBIT A**

A certain lot or parcel of land, with the buildings thereon, situated on the Easterly side of the Portland Road in the Town of Gray, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at an iron pipe found set in the ground on the assumed Easterly side line of the Portland Road at the Northwesterly corner of land now or formerly of the Lady Slipper Flower Shop (17,551/11);

Thence N 03°27'50" E along the said side line of the Portland Road 257.97 feet to the Southerly side line of a 60 foot wide private right of way running Easterly from the said Portland Road;

Thence Northeasterly along the said side line of the said private right of way following a curve to the right having a radius of 10.00 feet a distance of 15.64 feet to a point;

Thence S 86°56'58" E continuing along the said side line of the said private right of way 97.81 feet to a point;

Thence Southeasterly continuing along the said side line of the private right of way following a curve to the right having a radius of 270.00 feet a distance of 138.27 feet to a point;

Thence S 32°23'33" W across land of the Grantor 320.34 feet to a point on the Northeasterly side line of land of the said Lady Slipper Flower Shop;

Thence N 58°32'05" W along the said side line of land of the said Lady Slipper Flower Shop 96.65 feet to the point of beginning. Containing 50,314 square feet.

This conveyance is made together with the rights in common with others in and to the said 60 foot wide private right of way as it runs along the entire Northerly side line of the above described lot. This 60 foot wide private right of way is intended to be used for any and all purposes for which a Town Road would be used including utilities.

This conveyance is made together with the rights in and to a septic easement located on the Northerly side of the above referenced 60 foot wide private right of way being more particularly described as follows and hereinafter collectively referred to as the "Septic Easement Property":

Parcel One

Beginning at a point on the Northerly side line of the above referenced private right of way located N 32°23'33" E across the said private right of way 60.00 feet and then Northwesterly along the said Northerly side line of the said private right of way following a curve to the left having a radius of 330.00 feet a distance of 94.00 feet from the easterly corner of the above-described lot;

Thence continuing Northwesterly along the said side line of the said private right of way following a curve to the left having a radius of 330.00 feet a distance of 75.00 feet to a point;

Thence N 86°56'58" W along the said side line of the said private right of way 82.30 feet to a point;

Thence N 03°27'50" E across land of the Grantor 60.00 feet to a point;

Thence S 86°47'21" E continuing across land of the Grantor 140.00 feet to a point;

Thence S 10°21'15" E continuing across land of the Grantor 70.00 feet to the point of beginning.

Parcel 2:

A certain strip of land thirty (30) feet in width running from the northerly sideline of the above referenced 60 foot wide private right of way to the southerly sideline of said private right of way with its center line being the existing septic pipe as shown on the above-referenced Plan.

All bearings are Magnetic of the year 1974.

Grantor does hereby grant and convey unto Grantee an easement under, over through the Septic Easement Property, for the purpose of providing subsurface paths and courses for the reconstruction, maintenance and preservation of the existing septic system servicing the property conveyed herein. The operation and maintenance of the septic related facilities shall be the responsibility of the Grantee. In the event the Grantee, its employees or contractors are required to come upon the Easement Property to replace, restore or clear any septic related facilities, the Grantee shall only be liable to restore the Grantor's real estate to its original state.

Grantor does hereby further grant and convey unto Grantee a fifteen feet (15') wide drainage easement centered on the existing drain pipe for the purpose of providing overland or subsurface paths and courses for the reconstruction, maintenance and preservation of the existing storm drainage system which begins in an area adjacent to northerly sideline of the above referenced 60 foot wide private right of way. The costs associated with the reconstruction, operation and maintenance of the existing drainage pipe shall be shared equally by the Grantor and Grantee.

Both the Septic Easement and Drainage Easement contained herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the Grantor and their successors and assigns and upon the Grantee and their successors and assigns.

# PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

October 31, 2023  
Offer Date

\_\_\_\_\_, \_\_\_\_\_ Effective Date  
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Loon Island, LLC ("Buyer") and Alan Bell ("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. 26 for explanation) the property situated in municipality of Gray, County of Cumberland, State of Maine, located at 45 Portland Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 12792, Page(s) 299.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and None are included with the sale except for the following: None. Seller represents that all mechanical components of fixtures will be operational at the time of closing except: None.

4. PERSONAL PROPERTY: The following items of personal property as viewed on October 31, 2023 are included with the sale at no additional cost, in "as is" condition with no warranties: None.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$350,000.00. Buyer  has delivered; or  will deliver to the Agency within 5 days of the Effective Date, a deposit of earnest money in the amount \$ 5,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ \_\_\_\_\_ will be delivered \_\_\_\_\_. 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:

6. ESCROW AGENT/ACCEPTANCE: FO Bailey Real Estate ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until October 31, 2023 (date) 5:00  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. 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 December 15, 2023 (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.

8. DEED: The property shall be conveyed by a Warranty 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.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PRORATIONS: Buyer  shall  shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) Taxes, Propane. The day of closing is counted as a Seller day. 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.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have 30 days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, but are not limited to, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures 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 is unsatisfactory to Buyer in Buyer's sole discretion, Buyer may terminate this Agreement 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 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, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer.

\* If the property 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

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: Buyer's obligation to close:

**Not Subject to Financing**

- 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.

**Subject to Financing**

Buyer's obligation to close 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 the 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 and Seller's obligations pursuant to 14e shall remain in full force and effect.

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

<u>Zach Resnikoff</u> ( ) of		<u>Magnusson Balfour</u> ( )	
Licensee	MLS ID	Agency	MLS ID
is a <input checked="" type="checkbox"/> Seller Agent	<input type="checkbox"/> Buyer Agent	<input type="checkbox"/> Disc Dual Agent	<input type="checkbox"/> Transaction Broker
<u>Jacob Boyle</u> ( <u>022163</u> ) of		<u>FO Bailey</u> ( <u>2872</u> )	
Licensee	MLS ID	Agency	MLS ID
is a <input type="checkbox"/> Seller Agent	<input checked="" type="checkbox"/> Buyer Agent	<input type="checkbox"/> Disc Dual Agent	<input type="checkbox"/> 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property  does  does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. 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 withdrawals of counteroffers will be effective upon communication, verbally or in writing.

23. 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.

24. 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 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.

25. ADDENDA: Lead Paint -  Yes  No ; Other -  Yes  No Explain: \_\_\_\_\_

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: **Buyers obligation to close is as follows: Buyer shall have 30 days from the effective date to undergo approvals with the Town of Gray. Buyer shall have 5 days from the effective date of this agreement to provide sellers with proof of funds. Should buyer choose financing, it will be of a conventional loan in the amount of 80%.**

27. 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 the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

- 28. 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.
- 29. Upon acceptance of the offer or counteroffer, Seller 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.

Address is P.O. Box 235, Cumberland, ME 04021  
 \_\_\_\_\_  
 10/31/2023

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
 \_\_\_\_\_ DATE DATE  
BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
 \_\_\_\_\_ DATE DATE

Seller hereby accepts the offer set forth above.

Seller's Mailing address is 36 Main St, Gorham, ME 04038  
 \_\_\_\_\_  
 10/31/2023 | 2:57 PM EDT

SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
 \_\_\_\_\_ DATE DATE  
SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
 \_\_\_\_\_ DATE 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 \_\_\_\_\_ SELLER \_\_\_\_\_  
 \_\_\_\_\_ DATE DATE  
SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
 \_\_\_\_\_ DATE DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
 \_\_\_\_\_ DATE DATE  
BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
 \_\_\_\_\_ DATE DATE

**EXTENSION**

The closing date of this Agreement is extended until \_\_\_\_\_  
 \_\_\_\_\_  
 DATE

SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
 \_\_\_\_\_ DATE DATE  
SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
 \_\_\_\_\_ DATE DATE  
BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
 \_\_\_\_\_ DATE DATE  
BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
 \_\_\_\_\_ DATE DATE

