TOWN OF READFIELD

8 OLD KENTS HILL RD. • READFIELD, MAINE 04355
TEL. (207) 685-4939 • FAX (207) 685-3420

READFIELD PLANNING BOARD
AGENDA
Tuesday, February 18, 2014

7:00 pm; New Application: Kelly & Richard Skillings. Application is for a change of use to the former Kents Hill Lumber Co. property located at 1707 Main St. and further identified on the Assessor's map 105 as lots 006 & 008. The application is to convert the buildings to a manufacturing facility (with some commercial storage) and includes the conveyance and 1-acre expansion of lot 008.

Administrative items:

- Approve minutes of 1/21/14
- LUO Revisions
  - Art. 8, sec. 17 (Parking Areas)
  - Definition: Normal Repair & Maintenance
  - Reconstruction of non-conforming structures
- Comprehensive Plan update (Paula)
- Trail construction standards outline
- Continue wind tower/moratorium discussion

Comments from the public are encouraged and welcomed. They will be received at the time and in the order during the meeting as deemed appropriate by the Chair. Written comments from the public will be accepted at the Town Office at any time; however, they must be submitted by the Thursday prior to the next scheduled meeting in order for them to be considered at that meeting.

If you have any questions regarding this agenda or would like to be placed on a future agenda, please call the Code Enforcement Office at 685-3290.

Next scheduled meeting: March 4, 2014

Permit Fee 100.00
Date Paid 2/13/14
Receipt # 4709

Town of Readfield
Readfield, Maine 04355
(207) 685-4939

Map **105** Lot 006/008

Planning Board
Land Use Permit Application

The undersigned applies for approval of the Readfield Planning Board as follows:

1. Applicant / Owner:
Name **Kelly/Richard Skillings**
Dba Little Bucket, LLC
Address **956 Pond Road**
Mt. Vernon, Maine 04352
Phone# (W) **570-6668**
(H) **293-2016**

Agent (if any):
Name _____
Address _____
Phone# (W) _____
(H) _____

2. In what land use district is the property (as defined in Article 7 of the Land Use Ordinance (LUO) and depicted on the Land Use Map)?
Rural. Property is located at 1707 Main St.

3. What is the existing use of the property (see Table 1/Table of Uses, Article 7, of the LUO)?
Principal buildings on lot 006 (former Kents Hill Lumber office/retail store & warehouses) are vacant. Accessory building/use is currently an operating commercial self-storage business. (Lot 008 is used as an auto repair garage, leased to tenant Woodsum; lot 007 is a private residence to remain as such).

4. What is the proposed use of the property as best described from Table 1/Table of Uses in Article 7?
a) **(1) Light industry/retail and (2) lot division**
b) Provide a description of proposed use of development **Principal building use on lot 006 will house manufacturing of wooden products and signs, & retail of wood ornaments, signs, & fire-starters; may expand product range to similar items. Concrete block building will house fire-starter manufacturing business. Some bulk commercial storage possible in old lumber sheds (boats, etc.). An approx. 1-acre portion of lot 006 to be conveyed to lot 008 and new lot conveyed to Woodsum (repair garage tenant). New lot 008 will include self-storage building and common well.**

5. Lot Width _____ Lot Depth _____ Lot Area in Acres (1 acre = 43,560 sq. ft.) **7.69 acres**

6. If a structure is proposed to be built, or expanded:

Type of Structure(s)	Length	Width	Height
No proposed new structures			

I certify that the foregoing, and the attached materials including responses to review criteria, are true, correct and accurate to the best of my knowledge.

Signature of Applicant / Owner Kelly Skillings Date 2/11/14

Applicant: Town of Readfield

Planning Board Review Criteria
Questionnaire

1. State how the proposed activity will not have an undue adverse affect on:
   a) the scenic or natural beauty of the area

   All manufacturing activity will occur indoors, the site will not be changed. Unsightly semi-trailers are being removed.

   b) any historical sites that may be located on the property. **None known.**
   c) any significant wildlife habitat. **None known**

   d) any public rights for physical or visual access to any shoreline **There is no shoreline on this property, and no shoreline visible from the property.**

   e) any rare and irreplaceable natural areas **None known,**

2. a) What other Town, State or Federal permits will be required for this project?
   Possible review by State Fire Marshall's Office

   b) Do you intend to apply for these permits? **If found to be required, we will apply for the necessary permits.**

   c) Are you committed to conducting this activity and subsequent use of the property in conformance with all applicable Town, State and Federal laws, rules, regulations and ordinances? **Yes**

3. State how the proposed activity will:
   a) prevent stormwater from giving rise to soil erosion both during and after the development (In this regard you may reference the appropriate erosion control or stormwater management books available at the Town Office) **There will be no new development or excavation.**

   b) reasonably conserve the land's capacity to hold water **No new development or excavation proposed**

4. State what impact the proposed activity will have upon the Town's public services and facilities. This may include, but not be limited to the amount and type of anticipated traffic, requirements for emergency services, effects relating to public education, etc. **There are four employees plus the two owners. Emergency services will likely be no more than required when lumber company was housed here. Traffic will be less.**

5. a) What financial resources (including mortgage commitments) do you have to assure the completion and implementation of this project in compliance with the Land Use Ordinance? **Own funding arrangements.**

b) What technical support will be used in connection with any design, development or use of the project? **None needed**

c) Do you have any history of violations of previous land use approvals? **No**

6. a) Is any portion of the subject property located within, or affected by any flood areas as depicted on the Federal Emergency Management Agency Flood Insurance Rate Map? **No** (These Flood Maps are available for your reference at the Town Office).

   i) If the answer to question (a) is yes, do you intend to include any portion of your development within the boundaries of the flood plain, including any structures or buildings, wells, wastewater disposal systems, or any storage or placement of property stockpiling of materials? _____

   ii) If the answer to question (i) is yes, how do you intend to develop this project (including it's subsequent use) to comply with the Floodplain Ordinance of the Town of Readfield? _____

7. a) Does your proposed development or use include any alteration of or impact to any wetland? **No** If the answer to this question is yes, describe how you intend to minimize this impact?

   b) Are you aware that any wetland alteration requires additional permitting on the State or Federal level and will you be applying for those? **Yes**

8. What part of your development or use will rely on or could impact groundwater? **Lots 006, 007, and 008 all share well on lot 008.**

9. a) State the nature of solid waste your proposal will generate both during development and the subsequent use of the property. **Primarily wood scraps**

   b) Will this solid waste be taken to the Town Recycling Station? **No** If so, how will the Town be compensated for handling such waste?

   c) If the solid waste is not to be taken to the Town Recycling Station, how do you plan to dispose of it? **Solid waste to be disposed of through commercial disposal facility.**

10. Do you intend to connect to any public water supply? **No**

11. a) What impact, if any, could the proposed activity have on adjacent properties and their uses. State whether any noise, glare, fumes smoke, dust, odors, or other affects will be generated. **All manufacturing will occur indoors so there should be no impact from noise, dust, odors, etc.**

    b) Describe the anticipated extent of these impacts and how you intend to buffer or reduce them to a level acceptable to adjacent properties. **See (a) above.**

12. a) What is the approximate percentage of slope of the land? **Less than 5%**
    b) What are the nature of the soils?
    c) What is the nature and extent of the existing vegetation on the site of development or use? **Varies but will remain as is.**

13. a) What is the nearest waterbody (lake, pond, stream, brook)? **Torsey Pond—approx. ½ mile**
    b) What is the least distance between the waterbody and the project site?
    c) What part of your project could impact one of these waterbodies? **No new impacts**
    d) How do you intend to minimize this impact?

14. How do you intend to provide for the adequate disposal of sewage and wastewater in order to comply with the requirements of the State Plumbing Code? **A septic system was installed in 1974 and continues to work satisfactorily.**

15. Describe or illustrate on a separate paper how you intend to control and manage any additional stormwater resulting from this project or use. You may reference the publication, "Stormwater Management for Maine, Best Management Practices" published by the Department of Environmental Protection (1995) and which is available for reference at the Town Office.

    NOTE: If the project results in 20,000 sq. ft. or more of impervious area in the Maranacook Lake watershed or more than one (1) acre in the other lake watersheds, or more than five (5) acres of disturbed area in either watershed, a Stormwater Management permit from the Department of Environmental Protection will be required.

16. What will your water requirements be for this use and what will be your water source? **A maximum of 50 gallons/day for employees. No water used in manufacturing. Water source is common well on proposed lot 008**

17. What types and amount of additional traffic do you expect as a result of this use? **Traffic will consist of occasional retail customers and delivery trucks**

18. What are your plans for permanent access to the site of the proposed use? **Existing access**

19. Does your proposed development or use cross the Readfield town line? **No**
    If so, into which town?
    How will you avoid causing unreasonable traffic congestion or unsafe conditions as related to the use of that town's public ways? **Traffic will be far less than previous use and will use existing MDOT access with adequate sight distances.**

20. What is the estimated depth-to-frontage ratio of the lots you propose to create or develop? **New lot 008 will have about a 2:1 ratio**

21. Has a representative of the Readfield Fire Department reviewed your proposal? **No**

PURCHASE AND SALE AGREEMENT

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

January 23, 2014
Offer Date

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

1. PARTIES: This Agreement is made between Little Bucket LLC. ("Buyer") and Kents Hill Lumber Company INC. ("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 Readfield, County of Kennebec, State of Maine, located at Part of Map 105 Lot 6 and described in deed(s) recorded at said County's Registry of Deeds Book(s) TBD, Page(s) TBD.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, 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 and electrical fixtures are included with the sale except for the following: NA

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: NA

4. PERSONAL PROPERTY: The following items of personal property as viewed on _____ are included with the sale at no additional cost, in "as is" condition with no warranties: NA

5. 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 3 days of the Effective Date, a deposit of earnest money in the amount $[redacted]. 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. 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: C21- Venture LTD. ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until January 30, 2014 (date) 5 ☐ 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 March 1, 2014 (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 this Agreement shall become null and void 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.

CENTURY 21 Venture Ltd. 1 Orchard Street Augusta, ME 4330 Phone: (207)622-6221 Fax: (207)626-2750 Kents hill lum
Peter Laney
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11. FUEL/UTILITIES/PRORATIONS: Fuel remaining in tank on day of closing shall be paid by Buyer at cash price as of date of closing of 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) see addendum A . 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. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building		X	Within ____ days	n. Arsenic Treated Wood		X	Within ____ days
b. Sewage Disposal		X	Within ____ days	o. Pests		X	Within ____ days
c. Coastal shoreland septic		X	Within ____ days	p. Code Conformance	X		Within 30 days
d. Water Quality		X	Within ____ days	q. Insurance		X	Within ____ days
e. Water Quantity		X	Within ____ days	r. Environmental Scan		X	Within ____ days
f. Air Quality		X	Within ____ days	s. Lot size/acreage		X	Within ____ days
g. Square Footage		X	Within ____ days	t. Survey/MLI		X	Within ____ days
h. Pool		X	Within ____ days	u. Zoning		X	Within ____ days
i. Energy Audit		X	Within ____ days	v. Registered Farmland		X	Within ____ days
j. Chimney		X	Within ____ days	w. Habitat Review/Waterfowl		X	Within ____ days
k. Smoke/CO detectors		X	Within ____ days	x. Flood Plain		X	Within ____ days
l. Mold		X	Within ____ days	y. Tax Status/Tree Growth		X	Within ____ days
m. Lead Paint		X	Within ____ days	z. Other ____		X	Within ____ days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. 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 in Buyer's sole discretion, 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 investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's 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: This Agreement [X] is [ ] is not subject to Financing. If subject to Financing:

a. This Agreement is subject to Buyer obtaining a See addendum 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.

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.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.

d. After (b) is met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. 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.

e. Buyer agrees to pay no more than ____ points. Seller agrees to pay up to $ ____ toward Buyer's actual pre-paids, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing [ ] is [X] 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.

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

Pete Laney	(000995) of	C-21 Venture LTD.	( )
Licensee	MLS ID	Agency	MLS ID

is a [X] Seller Agent [ ] Buyer Agent [ ] Disc Dual Agent [ ] Transaction Broker

Tim Fortin	(015314) of	C-21 Venture LTD.	( )
Licensee	MLS ID	Agency	MLS ID

is a [X] 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.

16. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, 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 disputes subject to the jurisdiction 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 pay their respective mediation fees. If a party does not agree first to go to mediation, 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 refused to go 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.

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 [X] 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 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 statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - [ ] Yes [ ] No ; Other - [X] Yes [ ] No

Explain: See addendum A

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

26. OTHER CONDITIONS: See attached map which shows portion of Lot 6 to be conveyed

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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.

Buyer's Mailing address is 956 Pond Road , Mt. Vernon, Me 04352

BUYER Little Bucket LLC. DATE 1-30-14 BUYER DATE 1/30/14

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

SELLER Kents Hill Lumber Company INC. DATE 1/29/14 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 1-30-14 BUYER DATE

EXTENSION

The closing date of this Agreement is extended until _____ DATE

SELLER DATE SELLER DATE

BUYER DATE BUYER DATE

REALTOR®

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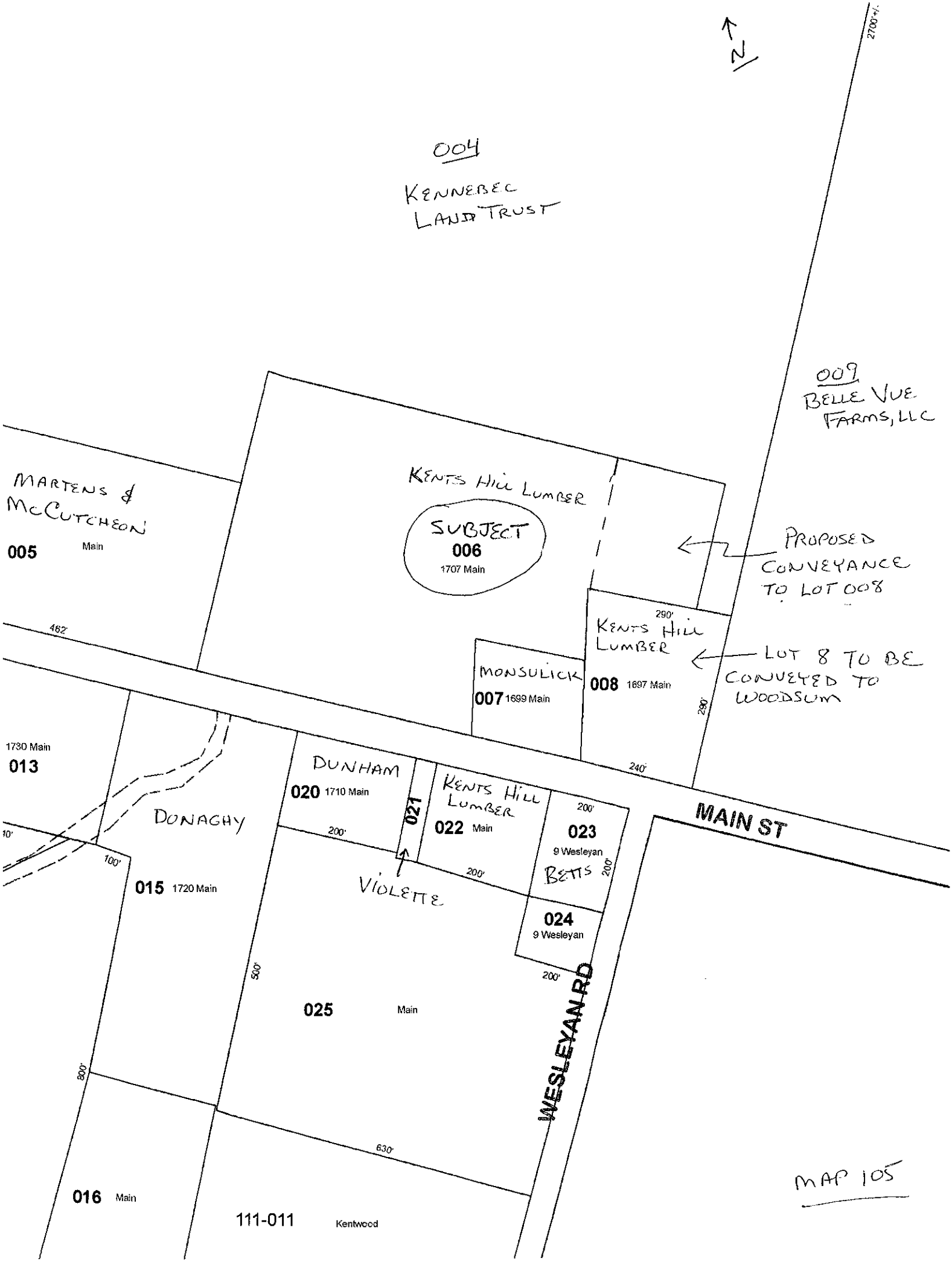
EQUAL HOUSING OPPORTUNITY

Kents hill lum


N
2700'+/-
004
KENNEBEC LAND TRUST
009
BELLE VUE FARMS, LLC
MARTENS & McCUTCHEON
005 Main
KENTS HILL LUMBER
SUBJECT
006
1707 Main
PROPOSED CONVEYANCE TO LOT 008
290'
KENTS HILL LUMBER
LOT 8 TO BE CONVEYED TO WOODSUM
462'
MONSULICK
007 1699 Main
008 1697 Main
290'
240'
1730 Main
013
DUNHAM
020 1710 Main
021
KENTS HILL LUMBER
022 Main
200'
023
9 Wesleyan
BETTS
200'
MAIN ST
DONAGHY
100'
015 1720 Main
200'
200'
VIOLETTE
024
9 Wesleyan
500'
200'
025
Main
WESLEYAN RD
500'
630'
016 Main
111-011 Kentwood
MAP 105

ABUTTERS

Real Estate

Account List by Map/Lot

Accoun	Card	Name / Information	Land	Building	Exemption	Total
00021	001	Martens Joyce McCutcheon David M., Jr 37 Buck Ridge Road Belgrade ME 04917 MAIN STREET 105-005 B9022P306 07/31/2006	24,000	0	0	24,000
00610	001	Kents Hill Lumber Co Inc PO Box 285 Kents Hill ME 04349 1707 MAIN STREET 105-006 B4076P290 03/02/1992	83,500	702,400	0	785,900
00831	001	Monsulick Stephen A Jr PO Box 285 Kents Hill ME 04349 1699 MAIN STREET 105-007 B1634P315 05/09/1973	18,500	105,900	0	124,400
01473	001	Kents Hill Lumber Co Inc PO Box 285 Kents Hill ME 04349 1697 MAIN STREET 105-008 B2211P62 06/01/1979	53,000	95,000	0	148,000
00611	001	Belle Vue Farm LLC 4560 Pine Tree Court Westerville OH 43082 1625 MAIN STREET 105-009 B10871P211 10/31/2011	160,500	146,400	0	306,900
00950	001	Kennebec Land Trust PO Box 261 Winthrop ME 04364 1723 MAIN STREET OS 105-004 B9505P64 06/21/2007 B8253P260	8,600	0	0	8,600

ABUTTERS

Accoun	Card	Name / Information	Land	Building	Exemption	Total
00925	001	Johnson Robert R 14 Grasshopper Road Readfield ME 04355 14 GRASSHOPPER ROAD 105-014 B4404P281 06/04/1993	24,300	81,000	9,700	95,600
00299	001	Donaghy Annette R 1720 Main Street Readfield ME 04355 1720 MAIN STREET 105-015 B2244P285 10/02/1979	20,600	47,100	9,700	58,000
00328	001	Dunham Thomas Dunham Marion M PO Box 252 Kents Hill ME 04349 0252 1710 MAIN STREET 105-020 B2014P96 06/29/1977	30,000	106,800	9,700	127,100
02020	001	Violette Gary 1096 Western Avenue Manchester ME 04351 MAIN STREET 105-021	400	0	0	400
00609	001	Kents Hill Lumber Co Inc *P/P #31 PO Box 285 Kents Hill ME 04349 MAIN STREET 105-022 B2311P271 08/04/1980	20,000	0	0	20,000
00078	001	Betts Mary P PO Box 356 Kents Hill ME 04349 9 WESLEYAN ROAD 105-023 & 024 B6016P125 08/03/1999	20,500	122,800	9,700	133,600

LOT 006

WARRANTY DEED

005876

Know All Men By These Present, that I **Stephen A. Monsulick, Sr.**, of Milbridge, Washington County, State of Maine, for consideration paid, GRANTS to **Kents Hill Lumber Company, Inc.**, a Maine corporation, having a place of business in Readfield, Kennebec County, Maine, with WARRANTY COVENANTS, the land together with the buildings thereon in Readfield, Kennebec County, State of Maine, described as follows:

TRANSFER TAX PAID

See attached Schedule A

Witness my hand and seal this 02nd day of March, 1992.

Mary Lee

Stephen A. Monsulick, Sr.

State of Florida
Pasco, ss.

Dated: March 02, 1992

Personally appeared the above-named **Stephen A. Monsulick, Sr.**, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

SEAL

Dora M. Daniel
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 24, 1992
Bonded thru Patterson - Becht Agency

SCHEDULE A

A certain lot or parcel of land, with the buildings and improvements thereon, lying Northerly of and fronting on State Highway 17 (sometimes in record chain of title called "the highway leading from Readfield Corner over Kents Hill to Fayette") in Readfield, County of Kennebec and State of Maine, being the same premises conveyed to John D. B. Clark and Gloria L. Clark by quit-claim deed of Ernest L. Grover dated March 20, 1953, recorded in Kennebec County Registry of Deeds at Book 936, Page 217, the specific description of said premises being given in aforesaid deed as follows, to wit:

Book 936, Page 271 -- description therein:

"Beginning at the southwest corner of land formerly owned by D. R. and A. A. Sampson, now owned by Luther S. Russell; thence northerly by land of said D. R. and A. A. Sampson, now of said Russell, one hundred eighteen rods to a stake and stones; thence westerly by the said Russell's land fifty-two rods to a stake and stones; thence southerly by said Russell's land to the above-mentioned road; thence easterly on the north line of said road to the point of beginning, containing forty acres, more or less."

EXCEPTING AND RESERVING from the above-described premises, however, the following portions thereof conveyed by John D. B. Clark and Gloria L. Clark by the following deeds to the following named individuals:

1. To Luther S. Russell, et ux., dated January 10, 1959, recorded in said Registry, Book 1140, Page 156;
2. To Stanley E. Bamford, et ux., dated August 2, 1960, recorded in said Registry, Book 1197, Page 213;
3. To Rudolph Poray, dated December 16, 1969, recorded in said Registry, Book 1504, Page 43; and
4. To Stephen A. Monsulick, Jr., May 9, 1973, recorded in said Registry, Book 1634, Page 315.

The above described premises are conveyed subject to whatever ditching, flowage and other rights may presently exist in and be legally enforceable by the State of Maine by virtue of a certain instrument running from John D. B. Clark and Gloria L. Clark to said State, acknowledged December 8, 1958, recorded in said Registry, Book 1138, Page 242.

The above-described premises are conveyed with the benefit of a certain easement or right-of-way over aforesaid land conveyed to Stephen A. Monsulick, Jr. to which deed reference may be had for a particular description of the extent thereof and the premises thereby burdened.

Being the same premises described in the Deed of John D. B. Clark et al to Stephen A. Monsulick, Sr. dated May 9, 1973 and recorded in said Registry at Book 1634, Page 312.

RECEIVED KENNEBEC SS.

1992 MAR 13 AM 9:00

ATTEST: [illegible]
REGISTER OF DEEDS

LOT 008

STANLEY E. BAMFORD and ARDIS W. BAMFORD, husband and wife, both

of Fayette, Kennebec County, State of Maine

~~XXXXXXXXX~~ for consideration paid, grant to

KENTS HILL LUMBER COMPANY, INC., a Maine corporation,

of Kents Hill, Kennebec County, State of Maine

with Warranty Covenants

the land in the Town of Readfield, Kennebec County, State of Maine, bounded and described as follows:

TRANSFER TAX PAID

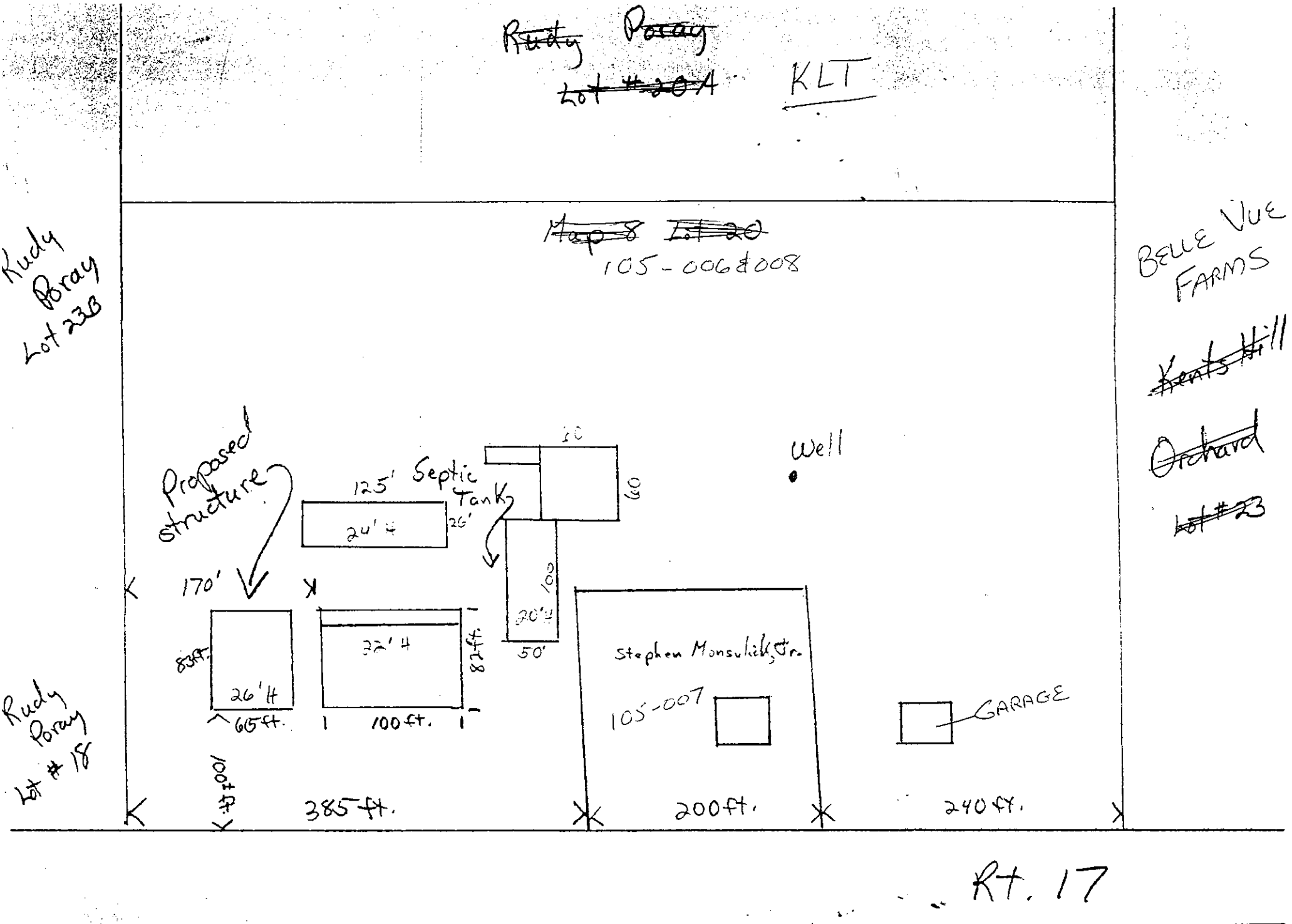
Beginning at an iron pin set in the northerly line of the road leading from Kents Hill to Fayette (Route #17, so-called) at the southwesterly corner of land now or formerly owned by Luther S. Russell and in line with an existing or formerly existing stone wall, said line of said existing or formerly existing stone wall clearly marked by a line of bushes; thence running in a northerly direction in line of said existing or formerly existing stone wall, being also in the westerly line of land of said Russell, a distance of two hundred ninety (290) feet, more or less, to the approximate southeasterly corner of land conveyed to Luther S. Russell and Pauline H. Russell by John D. B. Clark and Gloria L. Clark on January 10, 1959, and recorded in Kennebec County Registry of Deeds in Book 1140, at Page 156; thence continuing westerly in the approximate southerly line of the said parcel conveyed to the Russells by the Clarks a distance of sixty-six (66) feet, more or less; thence continuing westerly in approximately the same course, across land now or formerly of the said Clarks, a distance of two hundred twenty-four (224) feet, more or less, to an iron pin; thence continuing southerly a distance of one hundred five (105) feet, more or less; thence continuing westerly a distance of twenty-five (25) feet, more or less; thence continuing southerly a distance of twenty-five (25) feet, more or less; thence continuing easterly a distance of twenty-five feet, more or less; thence continuing southerly a distance of one hundred sixty (160) feet, more or less, to aforementioned northerly line of said Route #17, so-called; thence continuing easterly in said northerly line of said Route #17, so-called, a distance of two hundred forty (240) feet, more or less, to first mentioned iron pin and point of beginning.

The purpose of the approximately twenty-five (25) foot-square projection on an otherwise-irregular four-sided parcel of land is to insure possession to the grantee herein of a water well which is located within the boundaries of the said twenty-five (25) foot-square projection.

This conveyance is subject to an easement granted to the State of Maine, through its State Highway Commission, dated December 8, 1958, and recorded in the Kennebec County Registry of Deeds in Book 1138, at Page 242.

Being the same premises conveyed to the grantors herein by Warranty Deed of John D. B. Clark and Gloria L. Clark, dated August 2, 1960, and recorded in the Kennebec County Registry of Deeds in Book 1197, at Page 213.

At the time of the conveyance to us, John D. B. Clark and Gloria L. Clark were husband and wife.


~~Rudy Poray~~
~~Lot #20A~~
KLT
~~Map 8 Lot 20~~
105-006&008
Rudy Poray Lot 23B
BELLE VUE FARMS
~~Kents Hill~~
~~Orchard~~
~~Lot #23~~
Proposed structure
125'
Septic Tank
24' H
26'
60
Well
170'
100
20' H
50'
83ft.
26' H
65ft.
22' H
82ft.
100ft.
Stephen Monsulick, Jr.
105-007
GARAGE
Rudy Poray Lot #18
100ft.
385ft.
200ft.
240ft.
Rt. 17
Annette
Tom & Marion Dunham
Kents Hill Lumber
Betts + Poulin

(this permit is for restrooms)

and to run a cement
floor over the
existing cement floor

TOWN OF READFIELD

READFIELD, MAINE 04355

APPLICATION FOR BUILDING PERMIT

M 8 L 20

Readfield, Maine 6/12/ 1973

To the inspector of Buildings, Readfield, Maine:

The undersigned hereby applies for a permit to erect, add to, alter, repair, move or demolish the following described building in accordance with the laws of Maine, and the following specifications:

Owner's Name Kents Hill Lumber Co. INC.

Address Kents Hill. Telephone 685-3510

Builder's or Contractor's Self

Address — Telephone —

Location of Building

Map Reference Map 8 Lot No. 20 Size of Lot

Use of Building Rest Rooms + Boiler Rm.

[illegible] No. of Rooms No. of Bedrooms

[illegible] Main Height 8 ft., Dimensions 12 x 16

[illegible] 192 sq. ft.

Basement [illegible] Zone X Type of Foundation

[illegible] Building Block

[illegible] Shed X Flat Other

[illegible] Aluminum

[illegible] X No.

X To be installed

$ ~~xxxxxxxxxxxxxxxxxxxxxx~~ $900.00

Signature [illegible] Pres.

141 April 8 74

Jed Davis
Town Manager

Certificate of Inspection (Plumbing Inspector)

014493

Readfield Planning Board Minutes 01/21/2014 - *DRAFT*

Planning Board Members present: James Schmidt, Don Witherill, Paula Clark, Bill Buck, Jack Comart and Jay Hyland.
Members absent: Andrews Tolman and Bruce Hunter.
Others present: Clif Buuck (CEO) and Al and Thelma Parks.

The meeting was called to order at 7:05 pm by Paula Clark, Chair.

- Minutes: **Motion** by Andrews Tolman to approve the minutes of 12/03/2013 as amended, **second** James Schmidt; **vote** 5-0-0.

Public hearing – Alfred Parks, Sr. Application is to amend Planning Board decision of 05/30/2013 as follows: (1) to rescind approval to operate restaurant as one of two uses of existing structure, and (2) request approval to operate wrecker & towing service business from property. The property is located at 773 Main St. (Readfield Depot), and further identified on the Assessor's map 128 as lot 066.

Paula Clark opened the public hearing at 7:06 pm. There were no members of the public present. Jack Comart asked about storage of cars. Mr. Parks said cars may be stored for up to 90 days pending insurance company response. Towed vehicle storage was originally proposed to be in front of the building and fenced from view, but he now proposes to store them behind the building in an area not to exceed the length of the building. He will usually have no more than 4 or 5 vehicles at one time.

Motion by Jack Comart to close the public hearing, **second** by Jay Hyland; **vote** 6-0-0.

Motion by Jack to approve the application as amended with standard conditions of approval, **second** James Schmidt; **vote** 6-0-0.

ADMINISTRATIVE ITEMS:

- Minutes of 01/07/2014: **Motion** by James Schmidt to approve the minutes as submitted, **second** Jay Hyland; **vote** 4-0-2 (Comart, Buck abstained due to absence).
- There was a discussion about the big white barn building on the South Road. Jack Comart asked if other tenants in the building are of an approved use. Clif Buuck said he has not received any complaints about the property. He will check previous minutes in regard to any restrictions in the approval of the application.
- Comprehensive Plan update: Paula Clark gave a brief summary update regarding the status of the comp plan. She and Clif Buuck attended a recent select board meeting to provide an update. The planning board has completed tier 1 items, but there are still other items to be done. At the annual committee chair meeting last week, there was a 5-minute discussion at the end of the meeting regarding implementation of the comp plan. She will work with Clif to determine a status list for discussion with the planning board at a future meeting.
- Clif Buuck attended a recent road committee meeting in regard to the 3 separate road ordinances. He distributed copies to the committee. They will make notes as to their proposals to update and merge the ordinances together into one document and return to Clif. Mr. Buuck strongly suggested to the Committee that the new road ordinance be located in the LUO.
- Trail construction standards: The documents included in the packet were reviewed and there was a discussion. Paula Clark stated the importance of how the standard would be applied; new construction or modification of old construction would generally trigger the new standard. She suggested the board

create a draft outline for review/comments by the trails committee and/or snowmobile club. She also suggested performance standards be added, walking trails and motorized trails be separated. Mr. Buuck will work on an outline for the next meeting.

- Email correspondence between Mr. Bittar and Mr. Buuck was discussed. Mr. Bittar has requested his appeal be put on hold until April. There was a discussion regarding the definition of normal repair and maintenance versus reconstruction.
- Wind Tower Ordinances from KVCOG: Examples were reviewed and discussed. Commercial versus residential standards were discussed. Paula Clark suggested focusing first on residential. One additional board discussion will be scheduled prior to talking with Joel at KVCOG. Paula Clark will talk with Mr. Pakulski regarding the drafting of a contract with KVCOG. Moratorium language will be reviewed.
- Mr. Buuck will create a first outline of trail construction standards for the next meeting.

Meeting adjourned at 8:50 pm.

Recorded by Deborah Nichols

1. All solid waste storage areas shall be shielded from public view, and shall comply with Section 25 of this Article to the extent that section is applicable.

2. All manufacturing and processing shall be conducted within an enclosed area of a structure. When outside processing or other activities are unavoidable due to the nature of the operation, it shall be concealed from public view by a natural or constructed screen. The screen shall be a minimum height of eight (8) feet and shall be adequate to block the outside activity completely from public view. The screen may consist of a fence, vegetative buffer, berm, or combination thereof. The screen shall be designed to block the outside activity from view throughout the year.

   Public view shall mean the view from the property line from the abutting property and from any point across the road parallel to the frontage of the commercial, industrial or institutional site.

SECTION 17. PARKING AREAS

1. The Planning Board may require p~~P~~arking areas to be developed for commercial, industrial and institutional land uses to ~~shall~~ meet the setback requirements for structures for the district in which such areas are located.

2. Parking areas shall be adequately sized for the proposed **use** and shall be designed to prevent stormwater runoff from flowing directly into a water body, and where feasible, to retain all runoff on site.

3. In determining the appropriate size of proposed parking facilities, the following shall apply:

   a. Typical parking space: Approximately 10 feet wide and 20 feet long, except that parking spaces for a vehicle and boat trailer shall be at least 10 feet wide by 40 feet long.
   b. Internal travel aisles: Approximately 20 feet wide.

SECTION 18. TRAFFIC ACCESS

A. Purpose
The purpose of the traffic access standards shall be to control the design and placement of driveways and intersections in order to maintain road safety and traffic carrying capacity of the road. The standards shall be designed to allow traffic to enter and exit driveways safely and efficiently so that the roadway can serve its primary function of providing long distance access.

B. Applicability
The Standards contained in this section shall apply to all commercial, industrial and institutional land use development that requires site review.

C. Sight Distance
Driveways and other required accesses shall be located to achieve the required sight distance measured in each direction along the arterial while maintaining adequate distances from adjacent driveways and intersections.

1. Measurements

   a. The sight distance shall be based on the posted speed limit.

Net Residential Density: The number of dwelling units per net residential acre.

Non-Conforming: A building, structure, lot, use of land, or portion thereof, legally existing at the effective date of adoption or amendment of this Ordinance which thereafter fails to conform to all applicable provisions of this Ordinance, but which is allowed to remain solely because it was in lawful existence at the time this Ordinance or subsequent amendments took effect. Any change of use, increase in the size, or any further deviation from the dimensional standards creating the non-conformity shall constitute an increase in non-conformity. (See definition for "Increase in non-conformity of a structure.")

Non-Town Way: A way constructed at a standard less than the general town way standards and shall not be laid out by the municipal officers.

Normal High Water Line: That line which is apparent from visible markings, changes in the character of soils due to prolonged action of the water or changes in vegetation, and which distinguishes between predominantly aquatic and predominately terrestrial land. Areas contiguous with rivers and great ponds that support non-forested wetland vegetation and hydric soils and that are at the same or lower elevation as the water level of the river or great pond during the period of normal high-water are considered part of the river or great pond.

Normal Repair and Maintenance of a Structure: Construction work intended to prevent the ordinary and predictable deterioration of an existing structure or to maintain it in its established functional state. This may also include capital repairs intended to extend the normal economic life or to increase the functionality of the structure but only insofar as repairs do not include any new construction, increase in the footprint of the structure; new, enlarged or replacement of a foundation; relocation, structural alteration or substantial demolition to a structure; or result in Reconstruction (as defined Article 11) or the change of Use (as defined Article 11) of the structure.

Examples of Normal Repair and Maintenance include: repair or direct replacement of deteriorating framing members, roof covering, siding, doors and windows, kitchen cabinets, plumbing, HVAC and electrical systems, installing insulation, restoring interior surfaces, and chimney repair.

Examples do not include additions, reconstruction of roof, floor, ceiling, and wall framing; porch and deck construction, new footing, chimney, or other new masonry or cement construction.

Nuisance: A nuisance includes, but is not limited to the use of any property defined as a nuisance in Title 17 MRSA, section 2802 or for any other type of conduct or in any manner as to cause or permit a condition to exist which results in injury or damage or interferes with the reasonable private use and enjoyment of the property of another, different from that sustained by the general public. A nuisance may be either such a use as is unreasonable because of its very nature or a use which, though reasonable in and of itself, becomes unreasonable because of the negligent manner in which it is exercised with respect to the legal rights of others.

Nursing Home: A privately operated establishment where maintenance and personal or nursing care are provided for persons who are unable to care for themselves.

Official Submittal Date: The date upon which the Board issues a receipt indicating a complete application has been submitted.

In determining whether the building relocation meets the setback to the greatest practical extent, the Planning Board or its designee shall consider the size of the lot, the slope of the land, the potential for soil erosion, the location of other structures on the property and on adjacent properties, the location of the septic system and other on-site soils suitable for septic systems, and the type and amount of vegetation to be removed to accomplish the relocation. When it is necessary to remove vegetation within the water or wetland setback area in order to relocate a structure, the Planning Board shall require replanting of native vegetation to compensate for the destroyed vegetation. In addition, the area from which the relocated structure was removed must be replanted with vegetation. Replanting shall be required as follows:

(a) Trees removed in order to relocate a structure must be replanted with at least one native tree, three (3) feet in height, for every tree removed. If more than five trees are planted, no one species of tree shall make up more than 50% of the number of trees planted. Replaced trees must be planted no further from the water or wetland than the trees that were removed.

Other woody and herbaceous vegetation, and ground cover, that are removed or destroyed in order to relocate a structure must be re-established. An area at least the same size as the area where vegetation and/or ground cover was disturbed, damaged, or removed must be reestablished within the setback area. The vegetation and/or ground cover must consist of similar native vegetation and/or ground cover that was disturbed, destroyed or removed.

(b) Where feasible, when a structure is relocated on a parcel the original location of the structure shall be replanted with vegetation which may consist of grasses, shrubs, trees, or a combination thereof.

THIS LANGUAGE IS MISSING FROM ART. 3, SECTION 4.C.1 } BY DESIGN OR NEGLECT?

(SEE ATTACHED)

(3) Reconstruction or Replacement. Any non-conforming structure which is located less than the required setback from a water body, tributary stream, or wetland and which is removed, or damaged or destroyed, regardless of the cause, by more than 50% of the market value of the structure before such damage, destruction or removal, may be reconstructed or replaced provided that a permit is obtained within eighteen (18) months of the date of said damage, destruction, or removal, and provided that such reconstruction or replacement is in compliance with the water body, tributary stream or wetland setback requirement to the greatest practical extent as determined by the Planning Board or its designee in accordance with the purposes of this Ordinance. In no case shall a structure be reconstructed or replaced so as to increase its non-conformity. If the reconstructed or replacement structure is less than the required setback it shall not be any larger than the original structure, except as allowed pursuant to Section 12(C)(1) above, as determined by the non-conforming floor area and volume of the reconstructed or replaced structure at its new location. If the total amount of floor area and volume of the original structure can be relocated or reconstructed beyond the required setback area, no portion of the relocated or reconstructed structure shall be replaced or constructed at less than the setback requirement for a new structure. When it is necessary to remove vegetation in order to replace or reconstruct a structure, vegetation shall be replanted in accordance with Section 12(C)(2) above.

Any non-conforming structure which is located less than the required setback from a water body, tributary stream, or wetland and which is removed by 50% or less of the market value, or

C. Non-conforming Structures 12(C)(1) (for reference in (3))

(1) Expansions. A non-conforming structure may be added to or expanded after obtaining a permit from the same permitting authority as that for a new structure, if such addition or expansion does not increase the non-conformity of the structure and is in accordance with subparagraphs (a) and (b) below.

[Alternatively, a municipality may, by local ordinance, regulate expansions of non-conforming structures in accordance with Appendix A, *Alternative to 30% Expansion Rule Pursuant to 38 M.R.S.A Section 439-A*. In adopting the alternative provisions contained in Appendix A, a municipality may choose not to include the "special expansion allowance" provision contained in paragraphs (1-A), (1-B), and (1-C) of Appendix A.]

NOTE: Municipalities that elect to adopt the alternative expansion limitation for nonconforming structures may not retain the 30% expansion limitation. However, regardless of the expansion limitation chosen, the provisions contained in Section 12(C) paragraphs (2), (3) and (4) below pertaining to Relocation, Reconstruction or Replacement, and Change of Use of a Non-conforming Structure must be retained.

(a) After January 1, 1989 if any portion of a structure is less than the required setback from the normal high-water line of a water body or tributary stream or the upland edge of a wetland, that portion of the structure shall not be expanded, as measured in floor area or volume, by 30% or more, during the lifetime of the structure. If a replacement structure conforms with the requirements of Section 12(C)(3), and is less than the required setback from a water body, tributary stream or wetland, the replacement structure may not be expanded if the original structure existing on January 1, 1989 had been expanded by 30% in floor area and volume since that date.

(b) Whenever a new, enlarged, or replacement foundation is constructed under a non-conforming structure, the structure and new foundation must be placed such that the setback requirement is met to the greatest practical extent as determined by the Planning Board or its designee, basing its decision on the criteria specified in Section 12(C)(2) Relocation, below. If the completed foundation does not extend beyond the exterior dimensions of the structure, except for expansion in conformity with Section 12(C)(1)(a) above, and the foundation does not cause the structure to be elevated by more than three (3) additional feet, as measured from the uphill side of the structure (from original ground level to the bottom of the first floor sill), it shall not be considered to be an expansion of the structure.

(2) Relocation. A non-conforming structure may be relocated within the boundaries of the parcel on which the structure is located provided that the site of relocation conforms to all setback requirements to the greatest practical extent as determined by the Planning Board or its designee, and provided that the applicant demonstrates that the present subsurface sewage disposal system meets the requirements of State law and the State of Maine Subsurface Wastewater Disposal Rules (Rules), or that a new system can be installed in compliance with the law and said Rules. In no case shall a structure be relocated in a manner that causes the structure to be more non-conforming.

Recreational Trails: new sub-section "O" to Art. 8, section 19, (relating to shoreland districts)

A. Purpose

-To allow for construction/use of trails for multi-purpose uses w/in shoreland districts consistent w/ comp plan & open-space plan

B. Definition of Trail

1) Not structures
2) Types of trails
    b) non-motorized (examples)
    c) motorized (examples)
3) On public or private land open to public
4) Includes construction of associated parking areas
4) Exemptions
    a) timber harvesting (skid trails, etc. subject to Art.8.19.K)
    b) trails entirely on single, privately-owned parcel—then subject to Art.8.19.D.2.(a)
    c) motorized handicapped vehicles

C. Standards for all trails

1) reference Maine Trails Manual generally, but more restrictive standards established by deed or easement apply
2) trails exceeding limits herein, subject to Roads/Driveways standards, Art. 8.19.F
3) designed/maintained to prevent soil erosion
4) trail hardening permitted, may be required
5) some structures may be permitted
    -sitting benches
    -bridges/culverts/bog bridging where necessary (NRPA permits possible)
6) permitted over existing road/railroad bed
7) must have legal access for uses via
    easement (public or private)
    management plan (land trusts, public open space plan)
    landowner permission document
8) appropriate signage

D. Non-motorized (CEO permit)

1) up to 6' width, min. 10' setback from waterbodies/wetlands
2) over 6' width subject to structure setbacks
    a) except crossings
    b) except water access (portaging canoes/kayaks or accessing trails from same)
    c) except existing road or railroad base
    d) except demonstration that no reasonable alternative exists
    e) hand tool construction only
    f) motorized vehicles such as ATV allowed for construction/maintenance only
    g) signage for allowed/disallowed uses at all road access points

E. Motorized (PB permit for new trails, CEO permit for relocation of existing trails requiring mechanized wheeled or tracked eqpt. for construction)

1) must meet setbacks for structures, except

a) waterbody crossings

b) access to waterbodies/wetlands when ground is frozen

c) up to 25% may be setback to no less that 25 ft. if no impact to water quality/wildlife or areas zoned RP for wildlife habitat

d) no other reasonable alternative

2) up to 2' wider than groomers for snowmobiles, wider at curves for grooming and intersections for sight distances except

a) maximum width of 6 ft. w/in 100 ft. of waterbody/wetland (turnarounds permitted at 100 ft.)

3) up to 6' wide for all other motorized vehicles w/ periodic turnouts allowed for passage of vehicles

4) adequate sight distances

1. **Construction or fees may be required.** The requirements may include construction of capital improvements or impact fees instead of capital improvements including the expansion or replacement of existing infrastructure facilities and the construction of new infrastructure facilities.

A. For the purposes of this subsection, infrastructure facilities include, but are not limited to:

(1) Waste water collection and treatment facilities;

(2) Municipal water facilities;

(3) Public safety and equipment and facilities;

(4) Fire protection facilities;

(5) Roads and traffic control devices;

(6) Parks and other open space or recreational areas; and

(7) School facilities.

2. **Restrictions.** Any ordinance that imposes or provides for the imposition of impact fees must meet the following requirements.

A. The amount of the fee must be reasonably related to the development's share of the cost of infrastructure improvements made necessary by the development or, if the improvements were constructed at municipal expense prior to the development, the fee must be reasonably related to the portion or percentage of the infrastructure used by the development.

B. Funds received from impact fees must be segregated from the municipality's general revenues. The municipality shall expend the funds solely for the purposes for which they were collected.

C. The ordinance must establish a reasonable schedule under which the municipality is required to use the funds in a manner consistent with the capital investment component of the comprehensive plan.

D. The ordinance must establish a mechanism by which the municipality shall refund impact fees, or that portion of impact fees, actually paid that exceed the municipality's actual costs or that were not expended according to the schedule under this subsection.

E. (REPEALED)

3. **Deposit fees in trust fund.** Municipalities that are part of a school administrative district or other single or multicommunity school district may deposit collected impact fees in a trust fund to be used to pay their proportionate share of anticipated school capital costs.

30-A § 4355. Application fees

Any application fee charged by a municipality for an application for any land use permit issued by the municipality may not exceed the reasonable cost of processing, review, regulation and supervision of the application by the municipality and its consultants and the administration of any requirement for a certificate of compliance with any permit conditions.

30-A § 4356. Moratoria

Any moratorium adopted by a municipality on the processing or issuance of development permits or licenses must meet the following requirements.

1. **Necessity.** The moratorium must be needed:

A. To prevent a shortage or an overburden of public facilities that would otherwise occur during the effective period of the moratorium or that is reasonably foreseeable as a result of any proposed or anticipated development; or

B. Because the application of existing comprehensive plans, land use ordinances or regulations or other applicable laws, if any, is inadequate to prevent serious public harm from residential, commercial or industrial development in the affected geographic area.

2. **Definite term.** The moratorium must be of a definite term of not more than 180 days. The moratorium may be extended for additional 180-day periods if the municipality adopting the moratorium finds that:

A. The problem giving rise to the need for the moratorium still exists;

B. Reasonable progress is being made to alleviate the problem giving rise to the need for the moratorium.

3. **Extension by selectmen.** In municipalities where the municipal legislative body is the town meeting, the selectmen may extend the moratorium in compliance with subsection 2 after notice and hearing.

30-A § 4357-A. Community living arrangements

1. **Definitions.** As used in this section, unless the context indicates otherwise, the following terms have the following meanings.

A. "Community living arrangement" means a housing facility for 8 or fewer persons with disabilities that is approved, authorized, certified or licensed by the State. A community living arrangement may include a group home, foster home or intermediate care facility.

B. "Disability" has the same meaning as the term "handicap" in the federal Fair Housing Act, 42 United States Code, Section 3602.[1]

2. **Single-family use.** In order to implement the policy of this State that persons with disabilities are not excluded by municipal zoning ordinances from the benefits of normal residential surroundings, a community living arrangement is deemed a single-family use of property for the purposes of zoning.

30-A § 4358. Regulation of manufactured housing

1. **Definitions.** As used in this section, unless the context

[1]The Fair Housing Act, 42 USC, section 3602 states:

"Handicap" means, with respect to a person -

(1) a physical or mental impairment which substantially limits one or more of such person's major life activities,

(2) a record of having such an impairment, or

(3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance.