

February 25th, 2022

Lee Jay Feldman
Town Planner
Town of Arundel
257 Limerick Road
Arundel, Maine 04046

RE: Amended Subdivision Application – Arundel’s Keep

Dear Lee Jay and Planning Board,

Atlantic Resource Consultants, LLC (ARC), on behalf of Arundel’s Keep, LLC and at the request of the Arundel Conservation Trust (ACT), is pleased to submit an Amended Subdivision Application for the Arundel’s Keep Subdivision, located on Irving Road (Tax Map 15 Lot 8).

Enclosed is a simple plan amendment to clarify and simply the conservation language on the record plan, as discussed previously with Town Staff. The purpose of the Amendment is to remove the duplicate conservation easement within the open space portions of the parcel and clean up some ambiguous language related to the easement and open space parcel, which will be conveyed to the ACT.

We look forward to discussing this Amended Subdivision Application with Town Staff and the Town of Arundel Planning Board at your next meeting on March 14th, 2022.

With Warm Regards,

Jason A Vafiades

Atlantic Resource Consultants
Jason Vafiades, PE, LEED AP
Principal

Attachments:

- A. Application Form and \$500 fee (paid by ACT)
- B. Current Record Plan
- C. Proposed Record Plan

TOWN OF ARUNDEL
SUBDIVISION AMENDMENT APPLICATION

ARUNDEL'S KEEP SUBDIVISION

PREPARED FOR

ARUNDEL'S KEEP, LLC

PO Box 4208

GAITHERSBURG, MARYLAND 20885-4208

PREPARED BY

ATLANTIC RESOURCE CONSULTANTS

541 US ROUTE ONE, SUITE 21

FREEPORT, MAINE 04032

207.869.9050

FEBRUARY 2022



TABLE OF CONTENTS

EXHIBIT 1	APPLICATION FORM / PROJECT DESCRIPTION
EXHIBIT 2	RECORDED PLAN
EXHIBIT 3	AMENDED PLAN
EXHIBIT 4	DEEDS AND DEED RESTRICTIONS
EXHIBIT 5	ABUTTER LIST AND LABELS
EXHIBIT 6	FINDING OF FACT AND APPROVAL MOTION

EXHIBIT I

APPLICATION FORM / PROJECT DESCRIPTION

SUBMISSION CHECKLIST FOR AMENDMENTS TO APPROVED SUBDIVISIONS

Project Name Arundel's Keep Subdivision Map / Lot Number 15 / 8

- Detailed Narrative of the proposed amendment and the necessity for the amendment
- Copy of the original signed subdivision plan
- Plan of proposed amendments to the plan prepared and sealed by either a Professional Engineer of Land Surveyor licensed to practice in the State of Maine
- Copy of the Arundel Planning Board's original Findings of Fact and Approval for the original subdivision.
- Copy of any approved deed restrictions intended to cover all or part of the lots or dwellings in the subdivision.
- Copies of existing and proposed deeds affected by the subdivision amendment.
- Plan illustrating proposed changes or modifications to approved roads, drainage systems, fire protection, utilities, or other infrastructure resulting from the amendment.
- Changes to Net Residential Density and Open Space reservations resulting from the proposed subdivision amendment
- Proposed intrusions into Shoreland Zones, increases in net impervious surfaces, and impacts to existing on-site septic and well locations.
- A revised storm water management plan in the event that the applicant proposes significant changes in runoff coefficients, surface cover, or watershed rerouting.
- The width and location of any streets or public improvements or open space shown upon the Official Map and the Comprehensive Plan.
- All parcels of new lands proposed to be dedicated to public use and the conditions of such dedication.
- Impacts to boundaries of any flood hazard areas as depicted on the municipality's Flood Insurance Rate Map and the 100-year flood elevation
- A list of remedial construction and infrastructure improvements and cost estimates
- A list of construction and maintenance items, with both capital and annual operating cost estimates, that must be financed by the municipality,
- The developer shall provide an estimate of the net increase in taxable assessed valuation at the completion of the construction of the subdivision.
- Proposed changes to the approved covenants or bylaws of the lot owner's association
- CD-ROM and pdf file of Final Subdivision Plan referenced to UTM (NAD 1983) and capable of importation into ARCGIS 10.4 .
- List of the property owner names, mailing address, and map- lot designations of all parcels located within 200 linear feet of the proposed subdivision, individually printed on Avery 5160 mailing labels or equivalent (Note: Includes properties across roads, railroad tracks, and streams/rivers).
- A check in the amount of \$500 payable to the Town of Arundel. Additional fees for peer reviews and additional studies may be imposed by the Planning Board in the consideration of the application.

COVID Submission Requirements: The applicant shall submit 4 hard copies of all submission including documents and maps along with a pdf of all submission documents to the Land Use Office. Applications deemed complete by the Town Planner must be submitted 14 days prior to be next Planning Board meeting.

The Planning Board meets on the first and third Tuesdays of the month and all meetings are conducted in a Zoom format until the Governor of Maine lifts the emergency decree on indoor group assemblies.

PROJECT DESCRIPTION

Project Summary

The applicant proposes to amend the Arundel's Keep Subdivision, located on the south side of Irving Road. The amendment includes removal of the conservation easement from the open space parcel intended to be conveyed to the Arundel Conservation Trust for permanent preservation. The amended plan can be seen in Exhibit 3.

The project site is located on Irving Road in Arundel, approximately 0.3 miles east from the Curtis Road intersection. The project area is identified in the Town of Arundel's assessing data as Lot 8 on the Tax Map 15. As shown on the Town of Arundel's land use map, the project is entirely within the Rural Conservation District (R-4). The subdivision is located outside of Flood Hazard Zone A. Portions of the subdivision are located within the 250-foot shoreland zone. The amendment will result in no changes to net residential density, net impervious surfaces, or septic and well locations.

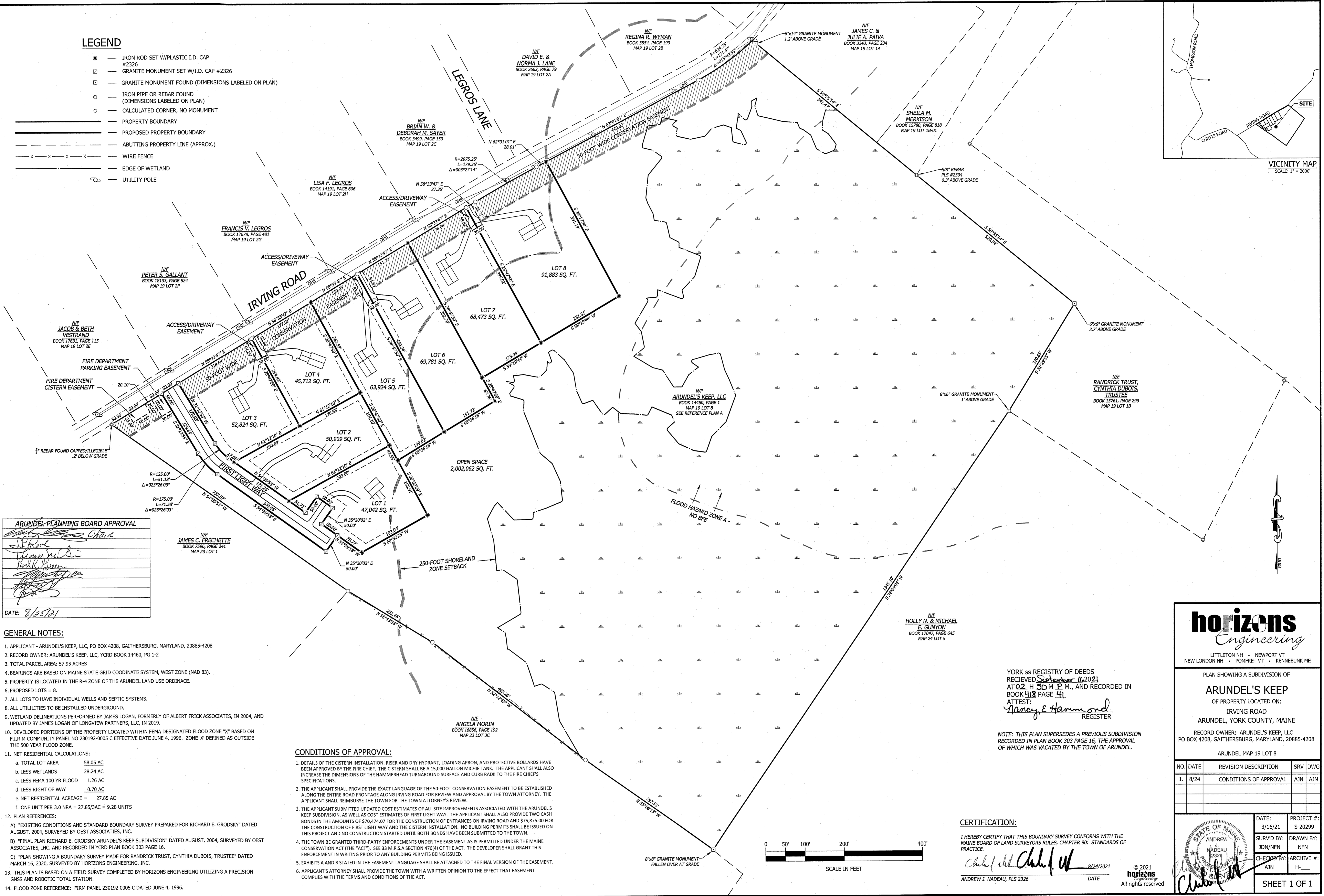
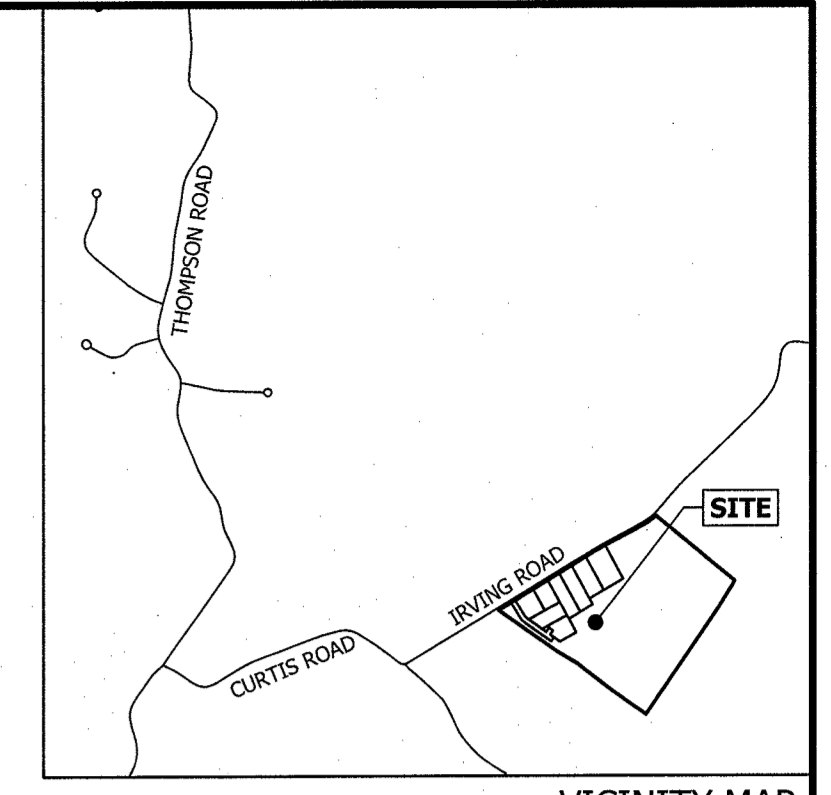
EXHIBIT 2

RECORDED PLAN

A copy of the recorded subdivision plan is included in this section.

LEGEND

- IRON ROD SET W/PLASTIC I.D. CAP #2326
- GRANITE MONUMENT SET W/I.D. CAP #2326
- GRANITE MONUMENT FOUND (DIMENSIONS LABELED ON PLAN)
- IRON PIPE OR REBAR FOUND (DIMENSIONS LABELED ON PLAN)
- CALCULATED CORNER, NO MONUMENT
- PROPERTY BOUNDARY
- PROPOSED PROPERTY BOUNDARY
- - - - - ABUTTING PROPERTY LINE (APPROX.)
- x-x-x-x-x- WIRE FENCE
- - - - - EDGE OF WETLAND
- UTILITY POLE



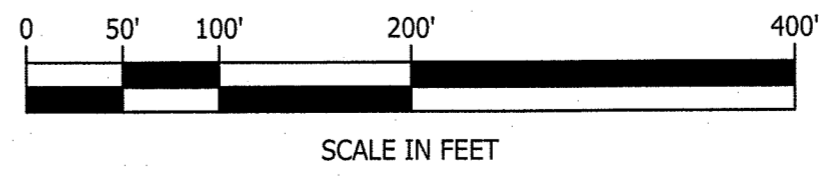
ARUNDEL PLANNING BOARD APPROVAL

[Signatures]

DATE: 8/25/21

- GENERAL NOTES:**
1. APPLICANT - ARUNDEL'S KEEP, LLC, PO BOX 4208, GAITHERSBURG, MARYLAND, 20885-4208
 2. RECORD OWNER: ARUNDEL'S KEEP, LLC, YCRD BOOK 14460, PG 1-2
 3. TOTAL PARCEL AREA: 57.95 ACRES
 4. BEARINGS ARE BASED ON MAINE STATE GRID COORDINATE SYSTEM, WEST ZONE (NAD 83).
 5. PROPERTY IS LOCATED IN THE R-4 ZONE OF THE ARUNDEL LAND USE ORDINANCE.
 6. PROPOSED LOTS = 8.
 7. ALL LOTS TO HAVE INDIVIDUAL WELLS AND SEPTIC SYSTEMS.
 8. ALL UTILITIES TO BE INSTALLED UNDERGROUND.
 9. WETLAND DELINEATIONS PERFORMED BY JAMES LOGAN, FORMERLY OF ALBERT FRICK ASSOCIATES, IN 2004, AND UPDATED BY JAMES LOGAN OF LONGVIEW PARTNERS, LLC, IN 2019.
 10. DEVELOPED PORTIONS OF THE PROPERTY LOCATED WITHIN FEMA DESIGNATED FLOOD ZONE "X" BASED ON F.I.R.M COMMUNITY PANEL NO 230192-0005 C EFFECTIVE DATE JUNE 4, 1996. ZONE "X" DEFINED AS OUTSIDE THE 500 YEAR FLOOD ZONE.
 11. NET RESIDENTIAL CALCULATIONS:
 - a. TOTAL LOT AREA 58.05 AC
 - b. LESS WETLANDS 28.24 AC
 - c. LESS FEMA 100 YR FLOOD 1.26 AC
 - d. LESS RIGHT OF WAY 0.70 AC
 - e. NET RESIDENTIAL ACREAGE = 27.85 AC
 - f. ONE UNIT PER 3.0 NRA = 27.85/3AC = 9.28 UNITS
 12. PLAN REFERENCES:
 - A) "EXISTING CONDITIONS AND STANDARD BOUNDARY SURVEY PREPARED FOR RICHARD E. GRODSKY" DATED AUGUST, 2004, SURVEYED BY OEST ASSOCIATES, INC.
 - B) "FINAL PLAN RICHARD E. GRODSKY ARUNDEL'S KEEP SUBDIVISION" DATED AUGUST, 2004, SURVEYED BY OEST ASSOCIATES, INC. AND RECORDED IN YCRD PLAN BOOK 303 PAGE 16.
 - C) "PLAN SHOWING A BOUNDARY SURVEY MADE FOR RANDRICK TRUST, CYNTHIA DUBOIS, TRUSTEE" DATED MARCH 16, 2020, SURVEYED BY HORIZONS ENGINEERING, INC.
 - 13. THIS PLAN IS BASED ON A FIELD SURVEY COMPLETED BY HORIZONS ENGINEERING UTILIZING A PRECISION GNSS AND ROBOTIC TOTAL STATION.
 - 14. FLOOD ZONE REFERENCE: FIRM PANEL 230192-0005 C DATED JUNE 4, 1996.

- CONDITIONS OF APPROVAL:**
1. DETAILS OF THE CISTERN INSTALLATION, RISER AND DRY HYDRANT, LOADING APRON, AND PROTECTIVE BOLLARDS HAVE BEEN APPROVED BY THE FIRE CHIEF. THE CISTERN SHALL BE A 15,000 GALLON MICHE TANK. THE APPLICANT SHALL ALSO INCREASE THE DIMENSIONS OF THE HAMMERHEAD TURNAROUND SURFACE AND CURB RADII TO THE FIRE CHIEF'S SPECIFICATIONS.
 2. THE APPLICANT SHALL PROVIDE THE EXACT LANGUAGE OF THE 50-FOOT CONSERVATION EASEMENT TO BE ESTABLISHED ALONG THE ENTIRE ROAD FRONTAGE ALONG IRVING ROAD FOR REVIEW AND APPROVAL BY THE TOWN ATTORNEY. THE APPLICANT SHALL REIMBURSE THE TOWN FOR THE TOWN ATTORNEY'S REVIEW.
 3. THE APPLICANT SUBMITTED UPDATED COST ESTIMATES OF ALL SITE IMPROVEMENTS ASSOCIATED WITH THE ARUNDEL'S KEEP SUBDIVISION, AS WELL AS COST ESTIMATES OF FIRST LIGHT WAY. THE APPLICANT SHALL ALSO PROVIDE TWO CASH BONDS IN THE AMOUNTS OF \$70,474.07 FOR THE CONSTRUCTION OF ENTRANCES ON IRVING ROAD AND \$75,875.00 FOR THE CONSTRUCTION OF FIRST LIGHT WAY AND THE CISTERN INSTALLATION. NO BUILDING PERMITS SHALL BE ISSUED ON THIS PROJECT AND NO CONSTRUCTION STARTED UNTIL BOTH BONDS HAVE BEEN SUBMITTED TO THE TOWN.
 4. THE TOWN BE GRANTED THIRD-PARTY ENFORCEMENTS UNDER THE EASEMENT AS IS PERMITTED UNDER THE MAINE CONSERVATION ACT (THE "ACT"). SEE 33 M.R.S.A SECTION 4761(4) OF THE ACT. THE DEVELOPER SHALL GRANT THIS ENFORCEMENT IN WRITING PRIOR TO ANY BUILDING PERMITS BEING ISSUED.
 5. EXHIBITS A AND B STATED IN THE EASEMENT LANGUAGE SHALL BE ATTACHED TO THE FINAL VERSION OF THE EASEMENT.
 6. APPLICANT'S ATTORNEY SHALL PROVIDE THE TOWN WITH A WRITTEN OPINION TO THE EFFECT THAT EASEMENT COMPLIES WITH THE TERMS AND CONDITIONS OF THE ACT.



YORK ss REGISTRY OF DEEDS
 RECIEVED September 16 2021
 AT 02 H 50 M P.M., AND RECORDED IN
 BOOK 418 PAGE 41
 ATTEST:
Nancy E. Hammond
 REGISTER

NOTE: THIS PLAN SUPERSEDES A PREVIOUS SUBDIVISION RECORDED IN PLAN BOOK 303 PAGE 16, THE APPROVAL OF WHICH WAS VACATED BY THE TOWN OF ARUNDEL.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY CONFORMS WITH THE MAINE BOARD OF LAND SURVEYORS RULES, CHAPTER 90: STANDARDS OF PRACTICE.

Andrew J. Naudeau
 ANDREW J. NADEAU, PLS 2326
 DATE: 8/24/2021

horizons Engineering
 LITTLETON NH • NEWPORT VT
 NEW LONDON NH • POMFRET VT • KENNEBUNK ME

PLAN SHOWING A SUBDIVISION OF
ARUNDEL'S KEEP
 OF PROPERTY LOCATED ON:
 IRVING ROAD
 ARUNDEL, YORK COUNTY, MAINE

RECORD OWNER: ARUNDEL'S KEEP, LLC
 PO BOX 4208, GAITHERSBURG, MARYLAND, 20885-4208

ARUNDEL MAP 19 LOT 8

NO.	DATE	REVISION DESCRIPTION	SRV	DWG
1.	8/24	CONDITIONS OF APPROVAL	AJN	AJN

DATE: 3/16/21 PROJECT #: S-20299
 SURV'D BY: JDN/NFN DRAWN BY: NFN
 CHECKED BY: AJN ARCHIVE #: H

© 2021 horizons Engineering All rights reserved

SHEET 1 OF 1

EXHIBIT 3

AMENDED PLAN

A copy of the proposed amendment to the subdivision plan set is included in this section.

EXHIBIT 4

DEEDS AND DEED RESTRICTIONS

Copies of deeds affected by the subdivision amendment is included in this section.

After recording return to:
Bruce M. Read, Esq.
Shepard and Read
93 Main Street
Kennebunk, ME 04043

_____ Space Above This Line For Recording Data _____

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that ARUNDEL’S KEEP, LLC, a Maine limited liability company with a mailing address of P.O. Box 4208, Gaithersburg, MD 20885-4208, FOR CONSIDERATION PAID, hereby grants to The Inhabitants of the Town of Arundel, a Maine municipal corporation whose mailing address is 468 Limerick Road, Arundel, ME 04046, a perpetual EASEMENT for the purposes of maintenance, repair and replacement of the fire cistern, including all related and associated equipment appurtenant thereto, in that area shown and depicted on a plan entitled “Arundel’s Keep Subdivision” by Atlantic Resource Consultants recorded in the York County Registry of Deeds in Plan Book *** Page *** . The easement area is labeled on said plan as “Fire Cistern Easement Area” and the specific description of its boundaries is as follows:

(INSERT METES AND BOUNDS DESCRIPTION HERE)

IN WITNESS WHEREOF, **RICHARD GRODSKY**, duly authorized member of Arundel’s Keep, LLC, has hereunder set his hand and seal as of this ____ day of _____, 2021.

WITNESS

RICHARD GRODSKY

STATE OF MAINE
York County, ss.

May 15, 2018

Personally appeared the above-named **RICHARD GRODSKY** and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Company.

Before me,

Attorney at Law/Notary Public

After recording return to:
Bruce M. Read, Esq.
Shepard and Read
93 Main Street
Kennebunk, ME 04043

_____ Space Above This Line For Recording Data _____

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **ARUNDEL’S KEEP, LLC**, a Maine limited liability company with a mailing address of P.O. Box 4208, Gaithersburg, MD 20885-4208, as a gift and for nominal consideration paid, hereby grants to **ARUNDEL CONSERVATION TRUST**, a Conservation Trust organized and existing under the laws of the State of Maine and having a place of business in Arundel, in the County of York and State of Maine, with QUITCLAIM COVENANTS, the real estate, together with any improvements thereon, located in the Town of Arundel, York County, Maine; being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

(47.12 acres to be described by metes and bounds and to reference the recorded plan)

The purpose of this conveyance is to afford the public, including but not limited to the residents of Arundel’s Keep Subdivision, access to this natural area to be owned and maintained by Grantee in accordance with its conservation mission.

IN WITNESS WHEREOF, Richard Grodsky, duly authorized member of Arundel’s Keep, LLC, has hereunder set his hand and seal as of this ____ day of _____, 2021.

WITNESS

Richard Grodsky

STATE OF MAINE
York County, ss.

May 15, 2018

Personally appeared the above-named Richard Grodsky and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Company.

Before me,

Attorney at Law/Notary Public

**ARUNDEL CONSERVATION TRUST
CONSERVATION EASEMENT**

ARUNDEL'S KEEP, LLC, a Maine limited liability company with a mailing address of P.O. Box 4208, Gaithersburg, MD 20885-4208 (hereinafter referred to as the "Grantor"), which word is intended to include, unless the context clearly indicates otherwise, the above-named Grantor, its personal representatives, heirs and assigns, and any successors in interest to the Protected Property,

GRANTS AS A GIFT to the **Arundel Conservation Trust**, a non-profit corporation organized and existing under the laws of the State of Maine, with a mailing address of P.O. Box 2704, Kennebunkport, ME 04046 (hereinafter referred to as the "Holder," which word shall, unless the context clearly indicates otherwise, include the Holder's successors and/or assigns),

with Quitclaim Covenants, in perpetuity, this Conservation Easement, upon that portion of the premises owned by Grantor and depicted on the attached Plan Showing a Subdivision of Arundel's Keep" (Exhibit A) as "50' Wide Conservation Easement", located on Irving Road, Arundel, York County, ME 04046 (being a portion of the property depicted on the Arundel Assessor's records as Map 19, Lot 8, and also a portion of the property owned by Grantor at this location described in a deed recorded in the York County Registry of Deeds in Book 14460, Page 1) and being more particularly described in Exhibit B attached hereto and made a part hereof by reference (hereinafter referred to as the "Protected Property"); as follows:

This Conservation Easement on the Protected Property is granted exclusively for the following conservation purposes:

- PURPOSE -

It is the purpose of this Conservation Easement to assure that the Conservation Property will be retained forever in its substantially undeveloped and natural condition, consistent with the terms of this Conservation Easement, including its recitals, and to prevent any use of the Conservation Property that will impair or interfere with this condition. Grantor and Holder intend that this Conservation Easement will confine, in perpetuity, the uses of the Conservation Property to activities which are compatible with these purposes and the protection of its natural state and values.

NOW, THEREFORE, the Grantor and Holder have established this Conservation Easement on, over, and across the Protected Property consisting of the foregoing recitals and purposes, and the following terms, covenants, restrictions and affirmative rights granted Holder, its successors and assigns, which shall run with and bind the Protected Property and Grantor (s), their personal representatives, heirs and assigns, in perpetuity:

1. LAND USE:

For the purpose of the restrictions and reserved rights hereunder, the Protected Property is

treated as a single “Natural Area.”

2. EXISTING CONDITIONS:

At the time of this grant there are no structures on the Protected Property. As of the date of this grant the Protected Property is undeveloped and is in a “natural” state. All existing conditions are documented in Baseline Data, a compilation of the conditions of the Protected Property as of the date of this grant, certified as accurate by Grantor and Holder, and on file at the offices of Holder.

3. NATURAL AREA RESTRICTIONS AND RESERVED RIGHTS:

It is the intention of this Conservation Easement that the Natural Area, with the exception of the permitted easements and driveways described in Section B below, be used as conservation land and that uses and improvements within the Natural Area be limited to the extent necessary or appropriate to preserve its natural and undeveloped character. No structures, temporary or permanent, may be located or constructed on the Natural Area of the Protected Property, and no alterations may be made to the vegetation or to the surface of the earth or to wetlands or watercourses on the Natural Area of the Protected Property, without the prior written consent of Holder; except that Grantor reserves the following rights:

A. Surface Alterations in Natural Area

Grantor reserves the right to establish and maintain, anywhere on the Protected Property, unpaved footpaths of not more than four (4) feet in combined tread width and side clearance, designed and located to prevent erosion and protect the other conservation values of the conservation easement and to assist in the maintenance and pruning of trees.

B. Permitted Driveways and Rights of Way.

Grantor shall be permitted to install and maintain three (3) separate shared driveways affording access to Irving Road by the owners of Lots 3 & 4, 5 & 6, and 7 & 8 respectively as shown on Exhibit A, but may not grant additional easements, rights of way, licenses or permits over the Protected Property, nor increase the scope of existing easements, rights of way, licenses or permits without the prior written consent of Holder, based on a determination, in Holder’s sole discretion, that said right or interest does not materially detract from the conservation values. Notwithstanding the foregoing, new through roads shall not be permitted on the Protected Property.

C. Vegetation Management in Natural Area.

Within wooded areas of the Natural Area, it is the intention of this Conservation Easement to foster an intact, healthy wooded area and to limit the removal of wood and non-wood forest products to preserve healthy soils and habitat for wildlife

- (i) Grantor reserves the right to alter vegetation anywhere in the Natural Area, to the extent necessary to exercise the rights reserved in Paragraph 3.A. Grantor also reserves the right to remove dead and dying trees, underbrush, undesirable plants and invasive species and to replant native trees and plants in the Natural Area.

- (ii) All Natural Area land management practices shall be conducted in a manner intended to:
 - (a) maintain and/or foster vertical and age diversity of wooded stands;
 - (b) minimize disturbance to naturally occurring seedlings and saplings as necessary to assure adequate regeneration of native species;
 - (c) foster species native to the area and soils;

These restrictions are not intended to take the place of more restrictive cutting requirements of Maine Shoreland Zoning or any other federal, state or local laws and regulations governing vegetation management that may be applicable to the Protected Property or parts thereof. It is Grantor's sole responsibility to be knowledgeable about and to abide by these laws and regulations.

4. RESTRICTIONS AND RESERVED RIGHTS

No use shall be made of the Protected Property, and no activity thereon shall be permitted which is or is likely to become inconsistent with the Purposes of this Grant. Grantors and Holder acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Holder therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant, subject to the terms of Paragraph 11.F.

5. WATER PROTECTION, POLLUTION CONTROL AND WASTE DISPOSAL

A. It is forbidden to dispose of or store unserviceable or abandoned equipment, such as appliances, vehicles and parts thereof, or any other waste material in the Natural Area on the Protected Property. Slash and debris generated by permitted uses on the Protected Property may be stored temporarily for removal at reasonable intervals.

B. The use, storage, discharge or runoff of chemical herbicides, pesticides, fungicides, soaps, detergents or highly acidic or alkaline agents, fertilizers and other toxic agents, including discharge of potentially toxic waste water or other toxic by-products of permitted uses, must be limited to prevent any demonstrable adverse impact on wildlife, waters and other important conservation values to be protected by this grant, unless more intensive use is approved in advance and in writing by Holder as appropriate, in its sole and exclusive discretion, to prevent or mitigate harm to the inhabitants, natural resources or permitted uses of the Protected Property.

6. PUBLIC ACCESS.

Neither Grantor nor Holder shall be entitled to grant public access across the Protected Property without the other's permission.

7. HOLDER'S AFFIRMATIVE RIGHTS

A. Entry and Inspection. Holder shall have the right to enter the Protected Property for inspection and monitoring purposes and for enforcement, at a reasonable time and in a reasonable manner that is consistent with the conservation purposes hereof. Except in emergency circumstances, Holder will make reasonable efforts to contact Grantor prior to entry onto any area of the Protected Property. "Emergency circumstances" shall mean that the Holder has a good-faith basis to believe a violation of the easement is occurring or is imminent.

B. Enforcement. Holder shall have the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement and to require the restoration of the Property to the condition that existed prior to any such injury. Grantor agrees that if Holder's remedies at law for any violation of the terms of this Conservation Easement are inadequate, that Holder shall be entitled to injunctive and equitable relief, both prohibitive and mandatory, temporary and permanent, in addition to such other relief to which Holder may be entitled, including damages and specific performance of the terms of this Conservation Easement, **all without posting of any bond or other security** and without the necessary of proving either actual damages or the inadequacy of otherwise available legal remedies.

Prior to initiation of an enforcement action, Holder shall provide Grantor with prior notice and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action.

If Holder is the prevailing party in any action against Grantor, or against Grantor's agents, employees, lessees, guests, or others for whose actions on the Protected Property Grantor is responsible, Grantor shall reimburse Holder for any reasonable costs of enforcement or defense, including court costs, mediation and, if applicable, arbitration costs, reasonable attorneys' fees, and any other payments ordered by such Court or arbitrator. Likewise, Holder shall reimburse Grantor for all said expenses if Grantor is the prevailing party.

Grantor is not responsible for injury to or change in the Protected Property resulting from natural causes or environmental catastrophe beyond Grantor's control, such as fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

The terms of this Conservation Easement do not supersede or waive more restrictive applicable laws and regulations, such as shoreline zoning or any other federal, state or local laws and regulations governing current use tax classifications, waste disposal, subdivision, structures, surface alterations, vegetation management, or other activities on the Protected Property. It is grantor's sole responsibility to be knowledgeable about and to abide by these laws and regulations.

C. Boundaries. The Protected Property and its land use areas have been professionally surveyed. It shall be Grantor's obligation to clearly mark the boundaries of the Protected

Property.

D. **Grantor's Reserved Rights.** Holder has the right to require that Grantor's reserved rights be exercised in a manner that avoids adverse impact to the conservation values to be protected by this Easement. Grantor agrees to notify Holder prior to undertaking any activity or exercising any reserved right that may impair the conservation interests associated with this Conservation Easement, as required under Treasury Regulation 1.170A-14(g)(5)(ii)

8. NOTICES AND REQUESTS FOR APPROVAL

A. **Notice and Approval Requirements.** Grantor agrees to notify Holder prior to undertaking any activity or exercising any reserved right that may have an adverse impact on the conservation interests associated with this grant as required under Treasury Regulation 1.170A-14(g)(5)(ii), and where prior notice or approval is specifically required in this Conservation Easement. Grantor's notices must include sufficient information to enable Holder to determine whether Grantor's plans are consistent with the terms of this Easement and the conservation purposes hereof. Holder approval shall be conditioned on compliance with the terms of Paragraph 15.F.

B. **Method for Notice.** Any notices or requests for approval required by this Easement shall be in writing and shall be personally delivered or sent certified mail, return receipt requested, or by such commercial delivery service as provides proof of delivery, to Grantor and Holder, at the following addresses, unless one has been notified by the other of a change of address or change of ownership:

To Grantor:

At the address of the owner(s) of record as noted hereinabove or as provided by Grantor in writing, or if not provided, as set forth below.

To Holder:

At the address of the Holder as noted hereinabove or as provided by Holder in writing, or if not provided, as set forth below.

In the event that notice mailed to either party at the last address on file is returned as undeliverable, the sending party shall provide notice by regular mail to the other's last known address on file with the municipality of Arundel, Maine; or in the case of a corporate owner (including a limited liability company), to the address on file with the Secretary of State, State of Maine, and the mailing of such notice shall be deemed compliance with the notice provisions of this Easement.

C. Time for Notice and Reply

(i) Where Grantor is required to provide notice to Holder pursuant to this Easement, such notice as described hereinabove shall be given in writing at least thirty (30) days prior to the event giving rise to the need to give notice except as otherwise specifically provided herein.

(ii) Where Grantor is required to obtain Holder's prior written consent and approval, such request as described hereinabove shall be given in writing thirty (30) days prior to undertaking the proposed activity except as otherwise specifically provided herein. Holder, upon receipt of Grantor's request, shall acknowledge receipt of the same. Following such review, Holder, shall grant, grant with conditions, or withhold its approval. Failure to approve Grantor's request within thirty (30) days shall be deemed a denial of any element of such request that is not expressly permitted under the terms of this easement. No proposed activity may proceed without Holder's written consent and approval as provided herein.

D. Notice to Grantor. Should it be necessary for Holder to provide notice to Grantor in connection with any matter relating to this Conservation Easement, notice to the record owner or owners, who are of full age and competent, of a majority interest in the Protected Property, shall be deemed notice to all the owners of the Protected Property. In the event that the Protected Property is owned by more than one person, the owners shall designate one representative to act on behalf of all such owners, for the purposes of sending and receiving any notice or other communication required or authorized under this Easement. If the Protected Property is owned by a partnership, trust, limited liability company, association, or corporate entity, notice to one general partner, one trustee, one manager, or the registered agent, shall be deemed notice to all owners. Any consent, agreement or approval made in writing by the person or persons to whom notice is required as aforesaid shall be deemed the consent, agreement or approval of Grantor and be binding on all owners of the Protected Property.

9. COSTS, TAXES, LIABILITY

A. Taxes and Liens. Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and shall avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor shall also promptly notify Holder of the filing or recording of any such lien or encumbrance against the Protected Property. Holder may, at its discretion, pay any such outstanding taxes, assessments, liens or encumbrances, and shall then be entitled to reimbursement by Grantor, together with interest at the then-prevailing statutory post-judgment interest rate in Maine under Title 14 MRSA Section 1602-C or successor provisions thereof, calculated from the date of Holder's payment. Grantor and Holder agree that Holder shall have a lien on the Protected Property to secure Holder's right to reimbursement and that Holder may record such lien at any time. In any collection process or court action brought by Holder for reimbursement, Holder shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees.

B. Responsibility of Owners. Grantor acknowledges that Holder has neither possessory rights in the Protected Property, nor any responsibility nor right to control, maintain, or keep up the Protected Property. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operation, upkeep, improvement and maintenance of the Protected Property.

10. STANDARD PROVISIONS

A. Maine Conservation Easement Act. This Conservation Easement is established pursuant to the Maine Conservation Easement Act at Title 33, Maine Revised Statutes, Sections 476 through 479-C, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine.

B. Conservation Purposes. This Conservation Easement is established exclusively for conservation purposes pursuant to the Internal Revenue Code, as amended (hereinafter referred to as the “Code”) at Title 26, USCA, Section 170(h)(1)–(6) and Sections 2031(c), 2055, and 2522, and under Treasury Regulations at Title 26 CFR §1.170A-14 *et seq.*, as amended.

C. Qualified Holder. The Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes, Section 476(2)(B), as amended, and is a qualified donee under Internal Revenue Code Section 170(h)(3): a publicly supported, nonprofit 501(c)(3) organization with the authority to accept lands, easements, and buildings for the purpose of preserving and protecting natural, scenic, educational, recreational or open-space values of real property, and with the commitment to preserve the conservation values of the Protected Property.

D. Assignment Limitation. This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h) (3) of the Internal Revenue Code (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation purposes of this grant.

E. Baseline Documentation. In order to establish the present condition of the Protected Property and its conservation attributes protected by this conservation easement, and its natural and scenic resources, so as to be able to monitor properly future uses of the Protected Property and assure compliance with the terms hereof, Holder and Grantor have prepared an inventory of the Protected Property’s relevant features and conditions (the “Baseline Documentation”) and have certified the same as an accurate representation, to the extent known, of the condition of the Protected Property as of the date of this grant, as required under Treasury Regulations §1.170A-14, for tax deductible conservation easement gifts.

F. Liens Subordinated. Grantor represents that as of the date of this grant there are no liens or mortgages or future interests outstanding against the Protected Property. Grantor has the right to use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose, regardless of date, are subordinate to Holder’s rights under this Conservation Easement. Under no circumstances may Holder’s rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any lien or other interest in the Protected Property.

G. Value of Conservation Easement, Extinguishment, Proceeds

10.G.1 Grantor and Holder agree that conveyance of this Conservation Easement gives rise to a property right which vests immediately in Holder as of the date of its creation and which has a fair market value at least equal to the proportionate value that the Conservation Easement bears at the time of the gift to the value of the property as a whole at that time, in accordance with IRS Regulations at 1.170A-14(g)

(6) (ii) (hereinafter the “Proportionate Value”). The Proportionate Value shall remain constant.

10.G.2 If either Holder or Grantor receives notice of the actual or threatened exercise of the power of eminent domain (hereinafter a “**Taking**”) with respect to any interest in or any part of the Protected Property, the party who receives the notice shall promptly notify the other and the parties may proceed jointly or either party may at its discretion take such legal action as it deems necessary to: (i) challenge the Taking; (ii) challenge the amount of allocation of any award tendered by the Taking authority; or (iii) otherwise participate in, challenge or appeal such proceedings, findings or awards. Any third-party counsel and consultants (including appraisers) hired by either party shall be reasonably acceptable to the other party. Each party shall be responsible for its own costs and legal fees, absent written agreement of the parties.

10.G.3 This Conservation Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction including a Taking in accordance with subsection 10.G.2 above. It is the intention of the parties that an extinguishment or termination, including a taking by the powers of eminent domain, be approved by a court only if all of the conservation purposes of this Conservation Easement are impossible to accomplish, and if both Grantor and Holder (and any Third-Party Enforcer, if existing) agree. Should this Conservation Easement be terminated or extinguished as provided in this paragraph, in whole or in part, Holder shall be entitled to be paid no less than *the greater of (1)* in accordance with § 1.170A-14(g)(6)(ii), a portion of any proceeds of a subsequent sale, exchange, or involuntary conversion computed as to the Proportionate Value*; *or (2)* in accordance with 33 M.R.S. § 477-A(2)(B), the increase in value to the Grantor’s estate resulting from such extinguishment of this Conservation Easement as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Grantors and Holder. Holder shall use its share of the proceeds or other moneys received under this paragraph in a manner consistent with the Conservation Purposes of this Conservation Easement. Grantor agrees and authorizes Holder to record a notice of a lien on the Protected Property which lien will be effective as of the date of such extinguishment, to secure its rights under this Paragraph

H. Contemporaneous Written Acknowledgment. In compliance with I.R.C. Section 170(f) (8), Holder acknowledges receipt of this conservation easement on the date hereof, and states that it has not provided Grantor(s) with any goods or services in consideration, in whole or in part, for Grantor(s)’ [bargain sale] contribution of this easement

11. GENERAL PROVISIONS

A. Controlling Law and Interpretation. The interpretation and performance of this Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the conservation purposes of this Easement and the policy and purpose of the Maine Conservation Easement Act at Title 33, Maine Revised Statutes

Annotated, Sections 476 through 479-C, inclusive, as amended . If any provision in this instrument is found to be ambiguous, an interpretation consistent with the conservation purposes of this Easement shall govern.

B. Grantor and Holder Definitions. The term “Grantor” or “Grantors” as used in this easement shall include, unless the context clearly indicates otherwise, the within-named Grantor(s), jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term “Holder” as used in this easement shall, unless the context clearly indicates otherwise, include the Holder’s successors and assigns.

C. Owner’s Rights and Obligations, Joint Obligation. A person’s or entity’s obligation hereunder as Grantor, or successor owner of the Protected Property, shall be joint and several, and will cease, only if and when such person or entity ceases to have any ownership interest in the Protected Property, (or relevant portion thereof) but only to the extent that the Protected Property (or relevant portion thereof), is then in compliance herewith, and provided such person or entity shall have fulfilled the requirements of Paragraph 11.D below. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer; provided that the new owner shall also be responsible for bringing the Protected Property into compliance.

D. Subsequent Deeds and Transfers. This Easement must be incorporated by reference in any deed or other legal instrument by which Grantor conveys any interest in the Protected Property, including, without limitation, a leasehold or mortgage interest. Grantor further agrees to give written notice to Holder within thirty (30) days of the transfer or conveyance of any interest in the Protected Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

E. Compliance/Estoppel Certificates. Upon written request by Grantor, Holder will provide Compliance/Estoppel Certificates to Grantor or third parties, indicating the extent to which, to Holder’s knowledge after due inquiry, the Protected Property is in compliance with the terms of this grant. The inspection of the Protected Property for this purpose will be made by Holder at Grantor’s cost within a reasonable time after Grantor’s written request.

F. Discretionary Approvals and Amendments

11.F.1 Discretionary Approvals. Grantor and Holder recognize that certain activities by the Grantor may warrant the prior discretionary approval of Holder, and that Holder has the right to issue such discretionary approvals without prior notice to any other party. Nothing in this paragraph shall require the Holder to agree to any discretionary approval.

11.F.2 Amendments. Grantor and Holder recognize that rare and extraordinary circumstances could arise which warrant modification of certain of the provisions of this Conservation Easement. To this end, subject to more restrictive laws and regulations, if any, Grantor and Holder have the right to agree to amendments to this Conservation Easement without prior notice to any other party, provided that in the reasonable judgment of Holder, such amendment does not violate the restrictions in

Paragraph 11.F.3 below. Amendments will become effective upon recording at the York County Registry of Deeds. Nothing in this paragraph shall require the Grantor or the Holder to agree to any amendment or to consult or negotiate regarding any amendment.

11.F.3 Further Limitations on Discretionary Approval and Amendments.

Notwithstanding the foregoing, except as provided by 33 M.R.S. Section 477-A(2), as amended, by which a Conservation Easement may be amended by court approval in an action in which the Attorney General is made a party, Holder and Grantor have no right or power to approve any action or agree to any amendment or discretionary approval that would:

- (a) materially detract from the conservation values intended for protection under this Conservation Easement;
- (b) limit the term or result in the partial or complete termination of this Conservation Easement; or
- (c) adversely affect the qualification of this Conservation Easement or the status of the Holder under applicable laws, including the Maine Conservation Easement Act at 33 M.R.S. §476 *et seq.*, and Sections 170(h), 501(c)(3), 2522, and 2031(c) of the Internal Revenue Code, successor provisions thereof and regulations issued pursuant thereto.

G. Economic Hardship. In making this grant, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. In addition, the unprofitability of conducting or implementing any or all of the uses permitted under the terms of this Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. It is the intent of both Grantor and Holder that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment or amendment of this Conservation Easement.

H. Nonwaiver. The failure or delay of the Holder, for any reason whatsoever, to do any action required or contemplated hereunder, or to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute a waiver, laches, or estoppel of its rights to do so at a later time.

I. Severability, Entire Agreement, No Forfeiture. If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance shall remain valid. This instrument and the Baseline Documentation set forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to Grantor of any rights extinguished or conveyed hereby.

J. Standing to Enforce. Only Holder and Grantor may bring an action to enforce this grant, except as provided in Title 33 M.R.S.A. Section 478, and nothing herein should be

construed to grant any other individual or entity standing to bring an action hereunder, unless otherwise provided by law; nor to grant any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Protected Property acquired by common law, adverse possession, prescription, or other law, independently of this grant.

K. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

L. Independent Representation. Grantor has retained legal counsel to represent only their interest in this transaction. Grantor and Holder acknowledge and agree that they have not received and are not relying upon legal, tax, financial or other advice from each other. Grantor acknowledges that Holder has recommended that they keep independent counsel.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Holder, its successors and assigns forever.

IN WITNESS WHEREOF, We, **Richard Grodsky**, duly authorized _____ of Arundel's Keep, LLC, has hereunto set his hand and seal this ____ day of June, 2021.

Signed in the presence of:

Arundel's Keep, LLC

Witness

By: Richard Grodsky

Printed Name

Its:

STATE OF _____

COUNTY OF _____, ss

June ____, 2021

Then personally appeared the above-named **Richard Grodsky** and acknowledged the foregoing instrument to be his free act and deed in his stated capacity and the free act and deed of the company.

Before me,

Notary Public

HOLDER ACCEPTANCE.

The above and foregoing Conservation Easement was authorized to be accepted by the **ARUNDEL**

CONSERVATION TRUST, Holder as aforesaid, and the said Holder does hereby accept the foregoing Conservation Easement, by and through **JOAN HULL**, its President, this ____ day of June, 2021.

ARUNDEL CONSERVATION TRUST

By: _____
Joan Hull
its President, duly authorized

STATE OF MAINE
COUNTY OF YORK, ss.

June ____, 2021

Personally appeared the above-named **JOAN HULL** and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

Before me, _____
Attorney-at-Law/Notary Public

Printed Name

Exhibit “B” to Conservation Easement

Legal Description of Protected Property

FIRST LIGHT WAY ROAD MAINTENANCE AGREEMENT

AGREEMENT made by and between ***** of *****), and (owner of Lot 1), and ***** of ***** (owner of Lot 2):

W I T N E S E T H

WHEREAS ***** is the owner of Lot #1 as depicted on a plan entitled “Arundel’s Keep Subdivision” by Atlantic Resource Consultants recorded in the York County Registry of Deeds in Plan Book *** Page *** (the “Plan”) as evidenced by a Warranty Deed recorded in the York County Registry of Deeds in Book _____, Page _____, and ***** is the owner of Lot #2 on said Plan as evidenced by a Warranty Deed recorded in the York County Registry of Deeds in Book _____, Page _____; and

WHEREAS, the parties both access their properties via a commonly owned drive referenced in their deeds and shown on the Plan as “First Light Way”; and

WHEREAS, the parties desire to enter into this Agreement in order to memorialize their understanding and agreement with respect to responsibility for upkeep and maintenance of First Light Way;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. The parties hereby agree to share, in the hereinafter set forth proportions, the cost of upkeep and maintenance of Alcott Lane. Such upkeep and maintenance shall include, but is not limited to, road repair, paving, snow plowing, and brush and tree maintenance. The proportionate cost of the parties are as follows: Lot #1: fifty percent (50%) and Lot #2 fifty percent (50%).

2. All decisions regarding upkeep and maintenance shall be made by a unanimous vote of the parties.

3. Voting deadlock. If there is a voting deadlock, either owner may submit the voting issue to a binding resolution by the following procedure:

- a. The submitting property owner shall serve the other property owner with a written request for arbitration and include in this request the person nominated to resolve the issue.
- b. If the parties agree on the arbitrator, then the matter shall be submitted to that arbitrator and shall use whatever procedure the arbitrator requires.
- c. The decision of the arbitrator shall be binding on all parties and shall be treated as an affirmative vote on all issued adjudicated.
- d. If the parties cannot agree on an arbitrator, then one shall be chosen by the Declarant’s attorney, Bruce M. Read, of Shepard & Read in Kennebunk, Maine.
- e. If attorney Read is unable or unwilling to choose an arbitrator, then an arbitrator shall

be chosen in accordance to the procedure set forth in the American Arbitration Consumer Rules.

3. The duties and obligations imposed by this Agreement shall run with the land.

4. The duties and obligations imposed by this Agreement shall be transferred to any grantee or purchaser of the respective numbered lots shown on the Plan and, upon such transfer, the transferors shall no longer be bound by these duties and obligations;

5. The parties, for themselves, their heirs, successors and assigns, acknowledge, understand and agree that the Town of Arundel is not responsible for the maintenance, repair or plowing of the private way shown on the Plan.

6. The parties, for themselves, their heirs, successors and assigns, acknowledge, understand and agree that if First Light Way is not in good condition in the judgement of the Town of Arundel Fire Department, the parties may be notified that the road needs repair and that the Town may discontinue emergency services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Witness

Owner, Lot #1

Witness

Owner, Lot #2

STATE OF MAINE
YORK ss.

_____, 2019

PERSONALLY APPEARED the above-named (*owners of Lots 1 and 2*) and acknowledged the foregoing instrument to be their respective free acts and deeds. Before me,

Notary Public/ Attorney at Law

EXHIBIT 5

ABUTTER LIST AND LABELS

Included in this section is a list of property owners of all parcels within 200 linear feet of the subdivision, and their respective mailing labels.

Abutter List

Arundel's Keep Subdivision

Map	Lot	Owner	Mailing Address	Town	State	Zip Code
19	1A	James C & Julie A Paiva	85 Irving Road	Arundel	Maine	04046
19	1B	Cynthia Dubois Trustee	23 Irving Road	Arundel	Maine	04046
19	1B-01	Sheila M Merkison	67 Irving Road	Arundel	Maine	04046
19	2A	David E & Norma J Lane	114 Irving Road	Arundel	Maine	04046
19	2B	Regina R Wyman	16 Sea Road	Kennebunk	Maine	04043
19	2C	Brian W & Deborah M Sayer	124 Irving Road	Arundel	Maine	04046
19	2D	Leroy & Cathy A Sawyer	40 Sawyer Lane	Arundel	Maine	04046
19	2E	Jacob & Beth Vestrand	164 Irving Road	Arundel	Maine	04046
19	2F	Peter S Gallant	154 Irving Road	Arundel	Maine	04046
19	2G	Frances V Legros	144 Irving Road	Arundel	Maine	04046
19	2H	Lisa F Legros	202 Irving Road	Arundel	Maine	04046
23	1	James C Frechette	181 Irving Road	Arundel	Maine	04046
23	3C	Angela Morin	317 Curtis Road	Arundel	Maine	04046
23	15A	Lynne V Paris	174 Irving Road	Arundel	Maine	04046
24	5	Holly N & Michael E Gunyan	391 Curtis Road	Arundel	Maine	04046

James C & Julie A Paiva
85 Irving Road
Arundel, Maine 04046

James C & Julie A Paiva
85 Irving Road
Arundel, Maine 04046

James C & Julie A Paiva
85 Irving Road
Arundel, Maine 04046

Cynthia Dubois Trustee
23 Irving Road
Arundel, Maine 04046

Cynthia Dubois Trustee
23 Irving Road
Arundel, Maine 04046

Cynthia Dubois Trustee
23 Irving Road
Arundel, Maine 04046

Sheila M Merkison
67 Irving Road
Arundel, Maine 04046

Sheila M Merkison
67 Irving Road
Arundel, Maine 04046

Sheila M Merkison
67 Irving Road
Arundel, Maine 04046

David E & Norma J Lane
114 Irving Road
Arundel, Maine 04046

David E & Norma J Lane
114 Irving Road
Arundel, Maine 04046

David E & Norma J Lane
114 Irving Road
Arundel, Maine 04046

Regina R Wyman
16 Sea Road
Kennebunk, ME 04043

Regina R Wyman
16 Sea Road
Kennebunk, ME 04043

Regina R Wyman
16 Sea Road
Kennebunk, ME 04043

Brian W & Deborah M Sayer
124 Irving Road
Arundel, Maine 04046

Brian W & Deborah M Sayer
124 Irving Road
Arundel, Maine 04046

Brian W & Deborah M Sayer
124 Irving Road
Arundel, Maine 04046

Leroy & Cathy A Sawyer
40 Sawyer Lane
Arundel, Maine 04046

Leroy & Cathy A Sawyer
40 Sawyer Lane
Arundel, Maine 04046

Leroy & Cathy A Sawyer
40 Sawyer Lane
Arundel, Maine 04046

Jacob & Beth Vestrand
164 Irving Road
Arundel, Maine 04046

Jacob & Beth Vestrand
164 Irving Road
Arundel, Maine 04046

Jacob & Beth Vestrand
164 Irving Road
Arundel, Maine 04046

Peter S Gallant
154 Irving Road
Arundel, Maine 04046

Peter S Gallant
154 Irving Road
Arundel, Maine 04046

Peter S Gallant
154 Irving Road
Arundel, Maine 04046

Frances V Legros
114 Irving Road
Arundel, Maine 04046

Frances V Legros
114 Irving Road
Arundel, Maine 04046

Frances V Legros
114 Irving Road
Arundel, Maine 04046

Lisa F Legros
202 Irving Road
Arundel, Maine 04046

Lisa F Legros
202 Irving Road
Arundel, Maine 04046

Lisa F Legros
202 Irving Road
Arundel, Maine 04046

James C Frechette
181 Irving Road
Arundel, Maine 04046

James C Frechette
181 Irving Road
Arundel, Maine 04046

James C Frechette
181 Irving Road
Arundel, Maine 04046

Angela Morin
317 Curtis Road
Arundel, Maine 04046

Angela Morin
317 Curtis Road
Arundel, Maine 04046

Angela Morin
317 Curtis Road
Arundel, Maine 04046

Lynne V Paris
174 Irving Road
Arundel, Maine 04046

Lynne V Paris
174 Irving Road
Arundel, Maine 04046

Lynne V Paris
174 Irving Road
Arundel, Maine 04046

Holly N & Michael E Gunyan
391 Curtis Road
Arundel, Maine 04046

Holly N & Michael E Gunyan
391 Curtis Road
Arundel, Maine 04046

Holly N & Michael E Gunyan
391 Curtis Road
Arundel, Maine 04046

EXHIBIT 6

FINDING OF FACT AND APPROVAL MOTION

Copies of the original findings of fact and approval are included in this section.

ARUNDEL PLANNING BOARD
Findings of Fact and Approval Motion
Arundel's Keep Final Subdivision Approval
July 6, 2021

WHEREAS, on November 12, 2020, the Arundel Planning Board received a Preliminary Subdivision Application from Arundel's Keep LLC for a cluster subdivision containing 9 lots serviced in part by a 550-foot road called First Light Way located on the 58.03-acre parcel, Tax Map 19, Lot 8, located at 150 Irving Road in the Rural Conservation District and Resource Protection District.

WHEREAS, on November 21, 2020, the Planning Board conducted a site walk of the property and the proposed road and lot locations. The Planning Board made a number of recommendations including several alternative designs that would reduce infrastructure costs and increase lot sizes.

WHEREAS on December 10, 2020, the Planning Board declared the application incomplete. The applicant's agent reported that the Planning Office were working together to devise a more acceptable subdivision layout and a conveyance of open space to a local non-profit.

WHEREAS, on January 5, 2021, the Planning Board reviewed an alternative sketch plan deemed it to be preferable to the original design. The applicant was encouraged to proceed with a resubmission of the preliminary subdivision plan with the new layout concept.

WHEREAS, on February 16, 2021, the Planning Board received from Arundel's Keep LLC a Preliminary Subdivision application to develop an 8-lot cluster subdivision with a 590-foot-long private way serving two lots located off Irving Road on a 58.03-acre parcel, Tax Map 19, Lot 8, in the R4 and Shoreland Zones. The applicant resubmitted revised drawings and documents dated March 16, 2021.

WHEREAS upon submission of revisions, on April 6, 2021, the Planning Board deemed the Preliminary Subdivision application for Arundel's Keep complete.

WHEREAS on April 20, 2021, the Arundel Planning Board conducted a public hearing and provided a Preliminary approval of the application.

WHEREAS The Final application was submitted on May 18, 2021, and was prepared for Final review and approval at the July 6, 2021 Planning Board meeting.

WHEREUPON the Arundel Planning Board has reviewed and given due consideration of the applicant's amended application and has arrived at the following findings:

FINDINGS OF FACT

1. The owner and applicant of the parcel identified as Tax Map 19; Lot 8 is Arundel's Keep LLC.
2. The subject parcel consists of 58.03 acres with over 1,700 feet of frontage on Irving Road and consisting of 28.24 acres of wooded wetlands and 1.26 acres of 100-year FEMA floodplain located in the R4 and Resource Protection Shoreland District.
3. The applicant proposes to subdivide eight (8) clustered lots with six (6) lots fronting on Irving Road and two lots fronting on a 590-foot-long private way named *First Light Way*. The clustered lots range from 45,712 sf (1.05 acres) to 91,833 sf (2.1 acres) in area, with frontages of 151 feet to 215 feet along Irving Road.

4. First Light Way will be constructed for a distance of 590 feet and consist of a hammerhead turnaround. Gradient of the private way will be 2-3%
5. Net residential density calculations of unsuitable building area including hydric soils, wetlands, and proposed roads yields a net residential area of 27.83 acres. With the R4 zone's three-acre lot size minimum, a maximum density of 9 lots can be subdivided on the property. Eight-lots are proposed. The proposed lots meet the dimensional requirements for a Cluster Subdivision as outlined in section 4.5 and 9.3.12 of the Arundel Land Use Ordinance.
6. As a cluster subdivision, the applicant is proposing to convey in fee 47.12 +/- acres of the remaining open space to the Arundel Conservation Trust to be owned and managed by that organization. In addition, the Arundel Conservation Trust will be conveyed a perpetual conservation easement 50 feet wide along the entire frontage of Lots #3- #8 with Irving Road, punctuated only by the First Light Way 50-foot wide right of way and three (3) thirty-foot (30) wide easements for common driveways serving Lots 3 & 4, Lots 5&6, and Lots 7&8. While the owners of Lots 3-8 retain title to the 50-foot conservation easement, they are bound by the restrictions that there shall be no removal of vegetation, soil, or any other natural material from the conservation easement without the written consent of the Arundel Conservation Trust
7. All lots will be serviced by on-site wells, and the applicant has provided documentation that all lots can be serviced by on-site septic systems and wells that meet the State Plumbing Code.
8. Fire Protection shall be provided by the installation of a 30,000-gallon concrete cistern and dry hydrant plumbing located to the west of First Light Way, as shown on record plans.
9. Lots 1, 5, 6, 7, and 8 all contain significant portions of area zoned as Resource Protection District and shall have deed restrictions that no disturbance of soil or vegetation shall occur within this district as delineated on the approved plan without permission of the Arundel Planning Board.
10. The applicant has submitted plans sets, engineering drawings, and stormwater calculations prepared by Atlantic Resource Consultants dated March 16, 2021. Property surveys were prepared by Horizon Engineering and dated March 16, 2021. Soil surveys and septic system evaluations were prepared by Longview Partners LLC and dated October 2020. Hydrologic evaluations have been prepared by Mark Cenci Geologic, Inc and dated March 15, 2021.

CONFORMANCE WITH ARTICLE XI PERFORMANCE STANDARDS

After due review and consideration, the Arundel Planning Board has determined the Final Subdivision Plan application to be in conformance with the criteria of Section 11 of the Arundel Subdivision Ordinance as follows:

- 11.1 Water Pollution:** The proposed project will not discharge runoff directly into any water body and provides a method of disposal and treatment that will not require a license or permit from the Maine DEP and meets the Town water pollution control standards;
- 11.2 Water Supply:** The proposed subdivision is not within 1,000 of a public water supply and therefore individual wells and on-site septic systems will be installed for each residential and commercial lot.

The Fire Chief has required the applicant install a 30,000-gallon cistern west of First Light Drive with a pull off apron and dry hydrant to provide fire protection. Details of the cistern and apron and the proposed Fire Department Easement for the construction, operation, and maintenance of the cistern system shall be approved by the Arundel Fire Chief and included in the Final Subdivision submissions.

11.3 Impact on Existing Water Supplies: The proposed project will not require and therefore not impact established public water supplies or suppliers. Well logs from the surrounding properties indicate adequate water supply for individual wells.

11.4 Soil Erosion Control Plan: The applicant has submitted a plan demonstrating adequate soil erosion control measures to protect downstream properties and exposed slope during the construction process.

11.5 Traffic Conditions: The vehicle trip generation of this project onto Irving Road is anticipated to be 80 trips per day, thereby achieving a Level of Service below E rating during the peak hour. Adequate sight distance to and from Irving Road is provided for *First Light Way* and the three common driveways.

11.6 Sewage Disposal: Sewage disposal shall be accommodated by on-site septic systems. Documentation has been submitted to the Board verifying soil suitability for on-site septic disposal.

11.7 Solid Waste: The proposed project will not generate undue solid waste volumes that will tax the Town's capacity to dispose of solid waste.

11.8 Impacts on Scenic Beauty Historic Sites and Rare Natural Areas: The applicants have designated a large portion of the property for permanent open space that will be retained and maintained by the Arundel Conservation Trust.

- The limits of project forest land removal are delineated on the record plans.
- There are no archeological, historic, or critical shoreland areas identified on the site, nor are any areas identified by the Maine Natural Heritage Program on the site.
- The project is not located within 1,320 feet of any Deer wintering yard identified by the Department of Inland Fisheries and Wildlife.
- Portions of the Project are within a Resource Protection District, and deed restrictions prohibiting disturbance of soil or vegetation within the RP setbacks without Planning Board approval shall be assigned to the deeds for Lots 1,5,6,7, and 8.

11.9 Conformance with the Comprehensive Plan: The project is in conformance with the 2016 Comprehensive Plan for the R4 district.

11.10 Financial & Technical Ability: The applicant has provided adequate evidence of technical capability to complete the project. The applicant will be required to provide a performance assurance for all proposed site and subdivision improvements as part of the Final Subdivision Approval.

11.11 Impact on Water Quality or Shoreline: The project is not located in the watershed of Brimstone Pond and therefore exempt from the standards of 11.11.

11.12 Impact upon Ground Water Quality: The applicant has prepared a groundwater impact study prepared by Mark Cenci Geologic, Inc which documents that the proposed subdivision will not increase NO₃-N concentrations above 5mg/L at the property line. The Planning board has ordered a peer review of the submitted groundwater study that is not completed to date. At the time of final approval, the planning board was unable to find a consultant who was able to provide a 3rd party plan review of the submitted analysis.

11.13 Floodplain Management: The project is located in a FEMA identified 100-year floodplain. No homes are proposed to be located within the floodplain area.

11.14 Freshwater Wetlands: The applicant has identified all freshwater wetlands on the project site and has designed the project to have minimal impact upon these resources.

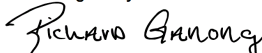
11.15 Stormwater Management: The Planning Board has determined that the proposed project will have negligible impact on stormwater discharge for the 2, 5, 10- and 25-year frequency storms.

11.16 Reservation of Open Space, Common Lands, Fire Protection Facilities, and Private Way: The applicant is preserving 47.12 acres of permanent open space that will be accessible to the residents of the development.

THEREFORE, BE IT RESOLVED that based on the above findings and conclusions, the Arundel Planning Board hereby approves the Final Subdivision application of Arundel's Keep LLC to develop an 8-lot cluster subdivision with a 590-foot-long private way serving two lots located off Irving Road on a 58.03-acre parcel, Tax Map 19 Lot 8, in the R4 and Resource Protection District, subject to the following conditions:


1. Details of the cistern installation, riser and dry hydrant, loading apron, and protective bollards have been approved by the Fire Chief the cistern shall be a 15,000-gal Michie tank. The applicant shall also increase the dimensions of the hammerhead turnaround surface and curb radii to the Fire Chief's specifications.
2. The applicant shall provide the exact language of the 50-foot Conservation Easement to be established along the entire road frontage along Irving Road, for review and approval by the Town Attorney. The applicant shall reimburse the Town for the Town Attorney's review.
3. The applicant submitted updated cost estimates of all site improvements associated with the Arundel's Keep subdivision, as well as cost estimates of First Light Way. The applicant shall also provide 2 Cash bonds in the amounts of 70,474.07 for the construction of the Driveway Entrances on Irving Road and 75,875.00 for the construction of First Light Way and the Cistern Installation. No building permits shall be issued on this project and no construction started until both bonds have been submitted to the Town.
4. The Town be granted third-party enforcements under the Easement as is permitted under the Maine Conservation Easement Act (the "Act"). See 33 M.R.S.A §476 (4) of the Act. The developer shall grant this enforcement in writing prior to any building permits being issued.
5. Exhibits A and B as stated in the Easement language shall be attached to the final version of the Easement.
6. Attorney Read shall provide the Town with a written opinion to the effect that the Easement complies in all respects with the terms and conditions of the Act.

So approved by the Arundel Planning Board this 6th day of July 2021

DocuSigned by:

4FC4D82E53BF422...

DocuSigned by:

9BFAA98A85E94AF...


DocuSigned by:

AA606E68EA0544B...


DocuSigned by:

1DFC56F34E9F4CF...

DocuSigned by:

9EA611970B09449...

DocuSigned by:

3ADB8BA305EA48A...

DocuSigned by:

CA1B38D255DA4E7...

