

# Town of Arundel, Maine

## SITE PLAN REVIEW PREAPPLICATION FORM

### APPLICANT INFORMATION

1. Project Name: TIMBER FRAMES BY R.A. KROUSE
2. Property Owner Name: DCB PROPERTIES LLC  
Mail Address: 20 TECHNOLOGY DRIVE  
Town, State, ZIP Code ARUNDEL, ME 04046  
Telephone #: (207) 229-7737  
Email MARCEL.BERTRAND@ALIGNPRECISION.COM
3. Applicant Name (if different): RICHARD KROUSE  
Mail Address: 46 TITCOMB LANE  
Town, State, ZIP Code ARUNDEL, ME 04046  
Telephone #: (207) 229-3228  
Email RAKROUSE@TIMBERFRAMES@GMAIL.COM

### GENERAL INFORMATION

4. Project Location: PORTLAND ROAD  
Arundel Tax Map 12 Lot 6 PORTION
5. Land Use District: BI ZONE

### SITE INFORMATION

6. Please describe the existing use of the property to be developed and neighboring properties.  
PROPERTY CONTAINS APPROX. 22 ACRES AND CURRENTLY UNDEVELOPED.
7. Please describe the proposed use of the property.  
CREATE 5.0 ACRE PARCEL FOR MANUFACTURING OF TIMBER FRAME HOMES

8. Total Acreage of Site: 21.8 Proposed Development Area: 46,500 SF  
Proposed Road/driveway Length: 230' Area of parking lot: 1500 SF  
Total Impervious Area: 30,450 SF
9. Proposed Infrastructure Improvements (List Facility Type & Public/Private Ownership)  
Sewer: PRIVATE SEPTIC Water: PUBLIC  
Road: PUBLIC Utilities: PUBLIC

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

Paul P. Gadbois  
~~AGENT'S~~ Applicant's Signature

8/8/2022  
Date

**Plenary Site Plan Review Applications:** Submit ten (10) copies of this application and any site plan sketches indicating the general site layout and location of the proposed conditional use, drawn at a scale not to exceed 1"=40'. Please include written requests and justifications for any requested waivers from the application requirements

If sketch plans are larger than 11" x 17", you may provide 2 full-sized sets and 8 copies reduced to 11" x 17". Applications will not be placed upon a Planning Board Agenda until the Town Planner receives all the plans, fees, written submissions or waiver requests to be considered complete. After receipt of all the necessary information, the Town Planner shall place the application on the next available agenda.

**Administrative Site Plan Review Applications:** Submit four (4) copies of this application and any site plan sketches indicating the general site layout and location of the proposed conditional use, drawn at a scale not to exceed 1"=60' to the Town Planner. Please include written requests and justifications for any requested waivers from the application requirements.

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

Offer Date \_\_\_\_\_, \_\_\_\_\_ Effective Date \_\_\_\_\_  
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Timber Frames by R.A. Krause *Krause Rnk* ("Buyer") and Marcel Bertrand DCB Properties LLC *MB* ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy  all  part of (if "part of" see para. 22 for explanation) the property situated in municipality of Arundel, County of York, State of Maine, located at US Route 01B #1 and described in deed(s) recorded at said County's Registry of Deeds Book(s) 2041 1926, Page(s) 6110 707

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$225,000.00. Buyer  has delivered; or  will deliver to the Agency within 5 days of the Effective Date, a deposit of earnest money in the amount \$1,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$10,000.00 will be delivered within 5 days of completion of due diligence. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:  
4. ESCROW AGENT/ACCEPTANCE: Seller ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 25, 2022 (date) 4:00  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

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

6. 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.

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

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

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

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

Page 1 of 5    Buyer(s) Initials *Rnk*    Seller(s) Initials *MB*

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>20 60</u> days	<u>RAK</u> Seller	Seller
2. SOILS TEST Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>20 60</u> days	<u>RAK</u> Seller	Seller
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>20 60</u> days	<u>RAK</u> <del>Seller</del> Buyer	<del>Seller</del> Buyer
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>60</u> days	Buyer	Buyer
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
9. DEP/LUPC/ACOE APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>20 60</u> days	<u>RAK</u> Seller	Seller
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>20 60</u> days	<u>RAK</u> <del>Seller</del> Buyer	<del>Seller</del> Buyer
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		
17. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days		

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

Further specifications regarding any of the above:

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

11. FINANCING: Buyer's obligation to close:

**Not Subject to Financing**

is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.  
 is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within \_\_\_\_\_ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than \_\_\_\_\_ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

Buyer's ability to purchase  is  is not subject to the sale of another property. See addendum  Yes  No.

**Subject to Financing**

Buyer's obligation to close is subject to financing as follows:

- a. Buyer's obligation to close is subject to Buyer obtaining a \_\_\_\_\_ Seller \_\_\_\_\_ loan of 75.000 % of the purchase price, at an interest rate not to exceed 4.500 % and amortized over a period of 7 years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within N/A days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
- d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have N/A days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ N/A toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- f. Buyer's ability to obtain financing  is  is not subject to the sale of another property. See addendum  Yes  No.
- g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 11e shall remain in full force and effect.

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

\_\_\_\_\_ N/A \_\_\_\_\_ of \_\_\_\_\_  
 Licensee \_\_\_\_\_ MLS ID \_\_\_\_\_ Agency \_\_\_\_\_ MLS ID \_\_\_\_\_  
 is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

\_\_\_\_\_ N/A \_\_\_\_\_ of \_\_\_\_\_  
 Licensee \_\_\_\_\_ MLS ID \_\_\_\_\_ Agency \_\_\_\_\_ MLS ID \_\_\_\_\_  
 is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

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

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

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

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

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

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

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

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

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

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

22. OTHER CONDITIONS:

23. GENERAL PROVISIONS:

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

24. ADDENDA:  Yes  No Explain: \_\_\_\_\_





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

Buyer's Mailing address is 46 Titcomb Ln Andover ME 04930 *R.A. Krause*

BUYER Timber Frames by R.A. Krause DATE \_\_\_\_\_ BUYER R.A. Krause DATE \_\_\_\_\_  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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

Seller's Mailing address is 368 Boom Rd Saco, ME 04072 *Marcel Bertrand* 3-24-22

SELLER Marcel Bertrand DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTER-OFFER**

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

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

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

The Buyer hereby accepts the counter offer set forth above.

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

**EXTENSION**

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

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



DLN: 1002140165108

**WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS that **CHARLES R. DIPOMPO** of Foxboro, Massachusetts and **RAYMOND B. DIPOMPO** of Tampa Florida for consideration paid, grants to **DCB PROPERTIES, LLC**, a Maine limited liability company with a place of business in Arundel, York County, Maine whose mailing address is 20 Technology Drive, Arundel Maine 04046, with **WARRANTY COVENANTS**, the following described real estate situated in the Town of Arundel, County of York and State of Maine:

A certain lot or parcel of land, with the buildings thereon, situated in the Town of Arundel, County of York and State of Maine, bounded and described as follows:

SEE ATTACHED EXHIBIT A

Being the same premises described in a deed from Mary J. DiPompo, Cheryl M. White, Raymond B. DiPompo and Charles R. DiPompo to Raymond B. DiPompo and Charles R. DiPompo dated May 22, 2012 and recorded in the York Registry of Deeds in Book 16340, Page 568.

IN WITNESS WHEREOF, the said CHARLES R. DIPOMPO and RAYMOND B. DIPOMPO have hereunto set their hands and seals this 27<sup>th</sup> day of September, 2021.

*Kathleen DeHussey*  
Witness

*Charles R. DiPompo*  
CHARLES R. DIPOMPO

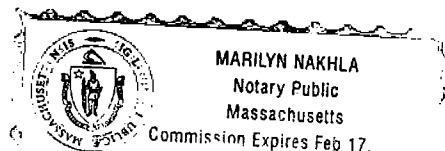
COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF NORFOLK

September 27<sup>th</sup>, 2021

Personally appeared the above-named CHARLES R. DIPOMPO and acknowledged the foregoing instrument to be his free act and deed.

Before me,

*Marilyn Nakhla*  
Notary Public/Attorney-at-Law



Maine R.E. Transfer Tax Paid

Craig C. Di Pompo  
Witness

Raymond B. Dipompo  
RAYMOND B. DIPOMPO

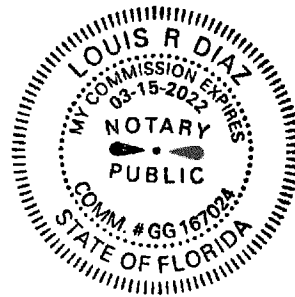
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

September 27, 2021

Personally appeared the above-named RAYMOND B. DIPOMPO and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Louis R. Diaz  
Notary Public/Attorney-at-Law



## **EXHIBIT A**

A certain lot or parcel of land, situated in the Town of Arundel, County of York and State of Maine, bounded and described as follows:

Beginning at an iron rod with survey cap driven into the ground on the westerly side of the Old Post Road (Route 1A), also known as the Biddeford Road, at the southeasterly corner of the second parcel of land described in the deed from Ronald A. Lessard to William Joseph McKay dated July 11, 1997, and recorded at the York County Registry of Deeds in Book 8344, Page 280, as shown on a "Plan Showing A Standard Boundary Survey Made for Charles R. DiPompo" dated October 26, 1994, made by Dow & Coulombe, Inc. and recorded at said Registry in Plan Book 222, Page 7;

Thence, by said westerly side of Biddeford Road, by the following five lines; South  $07^{\circ}59'30''$  West, a distance of 49.53 feet;

Thence, South  $18^{\circ}18'15''$  West, a distance of 101.61 feet to an iron rod with survey cap driven into the ground;

Thence, South  $38^{\circ}49'15''$  West, a distance of 162.34 feet to a drill hole set in the northwesterly end of a stone wall;

Thence, South  $31^{\circ}46'30''$  West, by said stone wall, 68.96 feet to a drill hole set in the stone wall;

Thence, South  $24^{\circ}00'00''$  West, partly by said stone wall, 123.36 feet to an iron rod with survey cap driven into the ground;

Thence, North  $62^{\circ}26'56''$  West, by land described in the deed from Ronald R. Kinney et als to Nancy C. Kinney et al, dated August 8, 2005, recorded at said Registry in Book 14562, Page 141, a distance of 53.02 feet to an iron rod with survey cap driven into the ground;

Thence, North  $37^{\circ}52'30''$  West, by said land of Nancy C. Kinney et al as established by an exchange of deeds between Charles R. DiPompo et al and Gerald J. Janson, recorded at said Registry in Book 8479, Pages 206 and 209, a distance of 730.28 feet to an iron rod with survey cap driven into the ground;

Thence, South  $75^{\circ}11'04''$  West, by land described in the deed from Gerald Janson to Andre A. Janson, dated March 5, 1998, recorded at said Registry in Book 8685, Page 200, a distance of 510.00 feet to an iron rod with survey cap driven into the ground;

Thence, North  $31^{\circ}39'18''$  East, partly by Lot Three shown on a plan entitled "Final Subdivision Plan Guy Roberge Route One Arundel, Maine" dated March 24, 2005, revised July 6, 2005, made by Paul P. Gadbois and recorded at said Registry in Plan Book 302, Page 42 and

described in the deed from Guy R. Roberge to DCB Properties, LLC dated September 30, 2005 and recorded at said Registry in Book 14622, Page 313 and partly by Lot One as shown on said "Final Subdivision Plan Guy Roberge Route One Arundel, Maine" and described in the deed from said Guy R. Roberge to Granite Point Properties, LLC dated September 30, 2005 and recorded at said Registry in Book 14622, Page 330, a distance of 500.88 feet to an iron rod with survey cap driven into the ground;

Thence, North 37°52'30" West, by land of Guy R. Roberge or owners unknown, 181.26 feet to an iron rod with survey cap driven into the ground;

Thence, North 48°45'45" West, by said land of Guy R. Roberge or owners unknown, 671.66 feet to an iron rod with survey cap driven into the ground;

Thence, North 33°55'45" East, by the southeasterly side of U.S. Route One, a distance of 250.00 feet to an iron rod with survey cap driven into the ground;

Thence, North 37°03'00" East, by said southeasterly side of U.S. Route One, 201.00 feet to an iron rod with survey cap driven into the ground;

Thence, South 45°09'50" East, by land conveyed, or to be conveyed, by these grantors to Cheryl White and Mary DiPompo 771.37 feet to an iron pipe found driven into the ground;

Thence, South 41°24'15" East, by said land of William Joseph McKay, 1151.10 feet to the point of beginning.

Containing 21.799 acres.

The above described parcel is conveyed subject to the maintenance easement and rights, restrictions and reservations appurtenant to said easement, described in the deed from Christine DiPompo to Gerald Janson, dated July 4, 1997 and recorded at said Registry in Book 8479, Page 203.

The above courses are magnetic and of the year 1971 as shown on said "Plan Showing A Standard Boundary Survey Made for Charles R. DiPompo", recorded in Plan Book 222, Page 7.

The sidelines of U.S. Route One and the Biddeford Road are based on apparent lines.

Reference is made to a "Plan Showing A Division Of Land Made For Mary DiPompo, Cheryl White, Raymond B. DiPompo & Charles R. DiPompo", dated April 11, 2012, revised April 18, 2012, made by Dow & Coulombe, Inc.



# Coppi Environmental, LLC

Wetland & Soil Services, Consulting & Permitting

PO BOX 226 Hollis Center, ME 04042

207.756.3245 cjc1829@gmail.com

May 9, 2022

Mr. Marcel Bertrand  
DCB Properties, LLC  
20 Technology Drive  
Arundel, ME 04046

**RE: 2022 Vernal Pool Survey Results: Map 12, Lot 6- US Route 1, Arundel.**

Dear Mr. Bertrand:

During review of the above-mentioned property, I identified two (2) vernal pools. Surveys were completed on April 6<sup>th</sup>, 15<sup>th</sup> and 25<sup>th</sup>, 2022. Vernal pool surveys are necessary to determine DEP significance per the Natural Resource Protection Act (NRPA), Significant Wildlife Habitat (SWH) Rules, Chapter 335. Vernal pool identification, regardless of DEP significance, is also necessary for the Army Corps of Engineers vernal pool regulations.

The Maine Department of Environmental Protection (DEP) regulates activities within 250 feet of significant vernal pools. The significant vernal pool depression and the area within 250 feet of the depression, referred to as a portion of their critical habitat, is protected as Significant Vernal Pool Habitat per Chapter 335. Significant vernal pools are identified by particular abundance levels of the following indicator species as illustrated in the following spreadsheet. Pools not meeting the habitat identification criteria below or are of unnatural origin ("man-made) are not regulated by DEP because they are not considered significant.

## **DEP Significant Vernal Pool Habitat Identification Criteria:**

<b>Species</b>	<b>Abundance Criteria</b>
Fairy shrimp	Presence in any life stage.
Blue spotted salamanders	Presence of 10 or more egg masses.
Spotted salamanders	Presence of 20 or more egg masses.
Wood frogs	Presence of 40 or more egg masses.

## **Results:**

### **(DEP):**

#### **VP-1**

VP-1 contained a total of twenty (20) Wood Frog egg mass during the three survey dates. Since the pool fails to meet the abundance criteria for wood frogs (40 egg masses required for significance), as illustrated above, this pool will not be subject to DEP's vernal pool rules.

## VP-2

VP-2 contained a total of twenty-seven (27) wood frog egg masses during the three survey dates. Since the pool fails to meet the abundance criteria for wood frogs (40 egg masses required for significance), this pool will not be subject to DEP's vernal pool rules.

### **Army Corps of Engineers:**

Pursuant to Section 404 of the Federal Clean Water Act, the Corps regulates activities within 750 feet of a vernal pool (with any abundance of the indicator species), regardless of DEP significance, only when that vernal pool is directly impacted. Army Corps vernal pools may include pools of unnatural origin ("man-made).

**VP-1 and VP-2 will be regulated as a Corps vernal pool.** The Corps will not apply vernal pool protection standards around this pool unless the pool is directly impacted, such as activities that dredge or fill the pool depression. Avoidance of impact to a Corps pool is advised as the project would be subject to compensation for direct impact to the pool depression.

To register these pools with the state, submittal of the enclosed survey information must be sent to Department of Inland Fisheries and Wildlife for concurrence of my findings. As such, keep in mind that Coppi Environmental, LLC findings for each pool discussed above is subject to IF&W review and approval. Once IF&W determines that a pool is not significant, it remains non-significant for life and is maintained as such on their database. I will be submitting these surveys to IF&W on your behalf.

Please contact me if you have any questions or matters for further discussion. I can be reached by phone at 756-3245 or by email at [cjc1829@gmail.com](mailto:cjc1829@gmail.com)

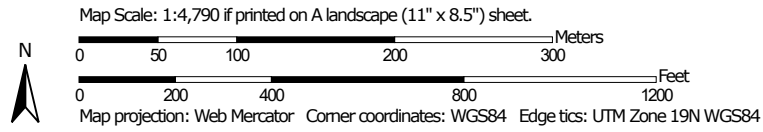
Sincerely,



Christopher J. Coppi LSS, LSE, CWS  
Consulting Wetland and Soil Scientist


*Enclosures via email; Vernal Pool Surveys, site photos and VP plan*

Soil Map—York County, Maine





## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: York County, Maine

Survey Area Data: Version 20, Aug 31, 2021

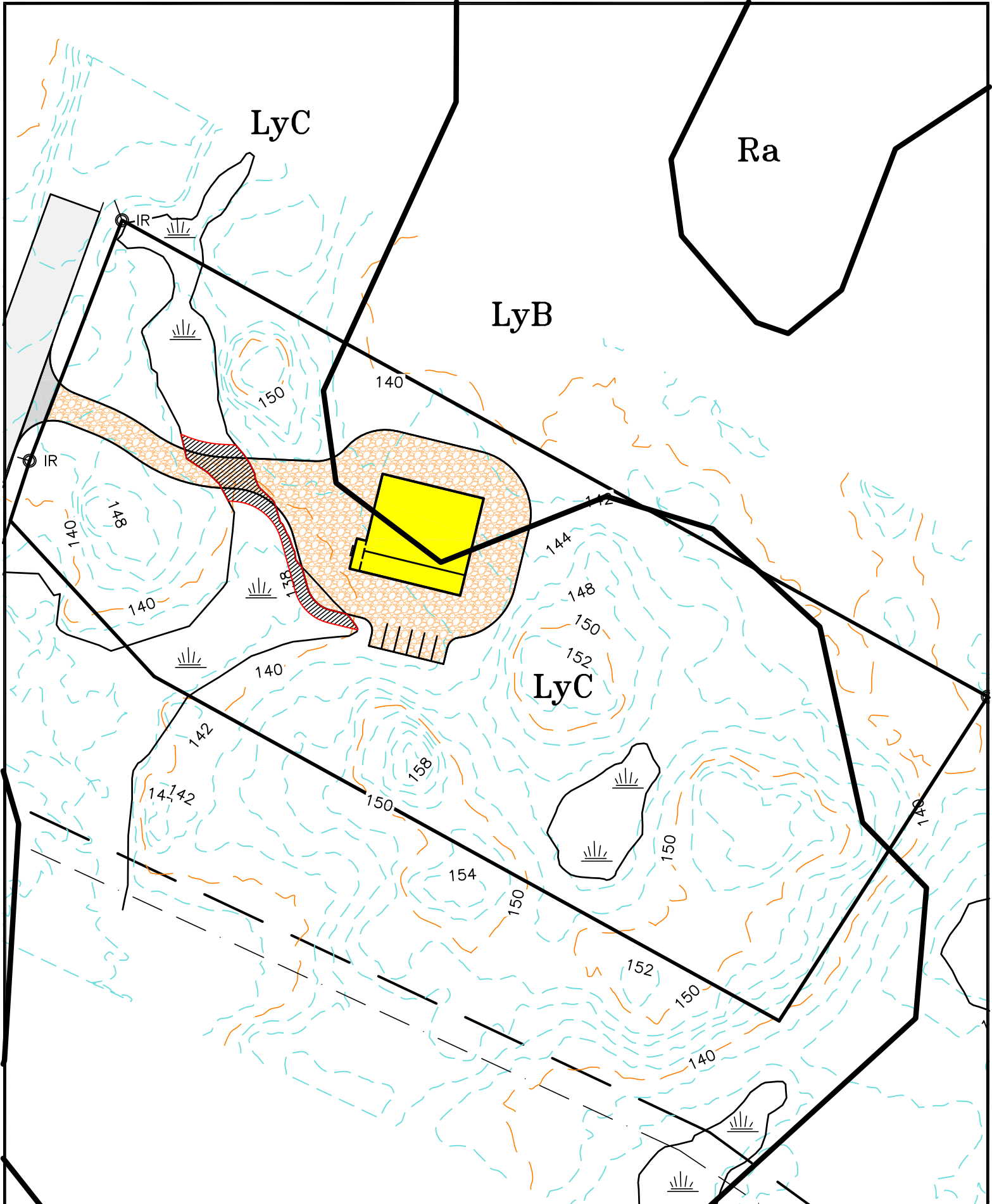
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 22, 2021—Oct 7, 2021

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

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ch	Chocorua peat	2.2	3.0%
LyB	Lyman-Rock outcrop complex, 3 to 8 percent slopes	47.7	64.7%
LyC	Lyman-Rock outcrop complex, 8 to 15 percent slopes	17.3	23.5%
Ra	Raynham silt loam	6.5	8.8%
<b>Totals for Area of Interest</b>		<b>73.8</b>	<b>100.0%</b>



CLIENT/PROJECT: **Timber Frames by Krouse**  
**Map 12 Lot 6**

LOCATION: **Portland Road**

TOWN: **Arundel** COUNTY: **YORK** STATE: **MAINE**

**PAUL P. GADBOIS**  
 ENGINEERING SURVEYING  
 LAND PLANNING

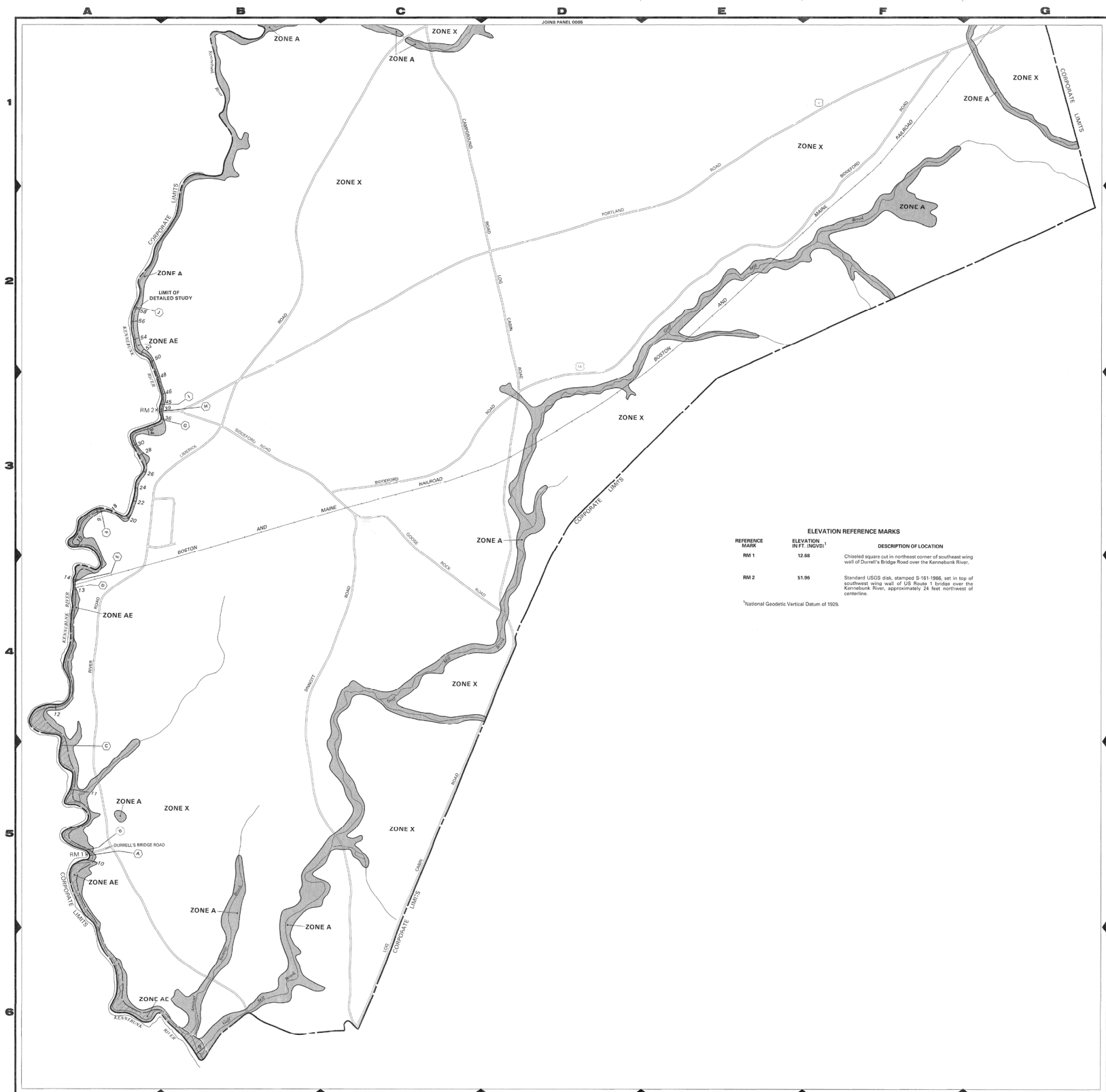
P.O. BOX 327, SACO, MAINE 04072  
 (207) 283-3980

SHEET TITLE: **USDA Soil Map**

SCALE: 1" = 100'

DATE: 08-09-22

PROJ. NO. **SP 1**



### LEGEND

**SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD**

- ZONE A** No base flood elevations determined. Base flood elevations determined.
- ZONE AE** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined. Flood depths of 1 to 3 feet usually show flow on dipping terrain; average depths determined, but areas of flood flow, flooding velocities also determined.
- ZONE AD** To be protected from 100-year flood by Federal flood protection system construction; no base flood elevations determined.
- ZONE ASB** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
- ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood with velocity hazard (wave action); no base flood elevations determined.

**FLOODWAY AREAS IN ZONE AE**

**OTHER FLOOD AREAS**

- ZONE X** Area of 100-year flood; area of 100-year flood with average depth of less than 1 foot and drainage areas less than 1 square mile; areas protected by levees from 100-year flood.

**OTHER AREAS**

- ZONE D** Area in which flood hazards are undetermined.

**UNDEVELOPED COASTAL BARRIERS\***

- Shaded 1993
- Shaded 1990 or later
- Other than 1993 or later

\*Coastal barrier areas are normally located within or adjacent to special flood hazard areas.

Floodplain Boundary  
 Zone D Boundary  
 Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones  
 Base Flood Elevation Line (Elevation in Feet)  
 Contour Line  
 (E1 987) Base Flood Elevation in Feet Where Uniform Within 200'  
 RM 7.4 Elevation Reference Mark  
 M1.5 River Mile  
 \*Referenced to the National Geodetic Vertical Datum of 1929

### NOTES

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage events of small scale, and is not intended to be used for determining Flood Hazard Areas. The community map repository should be consulted for possible special flood hazard areas in order to use the map for property purchase or construction purposes.

Coastal base flood elevations apply only to inland areas of FVZD and include the effects of wave action; these elevations may also differ significantly from those developed by the National Weather Service for hurricane evacuation planning. Areas of special flood hazard (100-year flood) include Zones A, AE, AD, ASB, V, VE, and X.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures.

Boundaries on the floodway areas are shown as dashed lines and identified between cross sections. The floodway areas were based on hydraulic considerations with regard to requirements of the Federal Emergency Management Agency. Floodway widths in some areas may be too narrow to show in scale. Floodway widths are provided in the Flood Insurance Study Report.

For adjoining map panels see separately printed Map Index.

MAP REPOSITORY  
 Arundel Town Hall, 488 Limerick Road, Arundel, Maine 04046 Maps available for information only. For directions:  
 NEMA IDENTIFICATION:  
 APRIL 4, 1975  
 FLOOD HAZARD BOUNDARY MAP REVISIONS:  
 DECEMBER 17, 1979  
 FLOOD INSURANCE RATE MAP EFFECTIVE:  
 APRIL 1, 1987  
 FLOOD INSURANCE RATE MAP REVISIONS:  
 June 4, 1998 - to add base flood elevations, to change special flood hazard areas and zone designations, and to update corporate limits and map format.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 800-685-6343.

APPROXIMATE SCALE  
 1" = 1000' = 1000 FEET

### ELEVATION REFERENCE MARKS

REFERENCE MARK	ELEVATION (IN FEET, INGVDF) <sup>1</sup>	DESCRIPTION OF LOCATION
RM 1	12.88	Chiseled square set in northeast corner of southeast wing wall of Durrell's Bridge Road over the Kennebec River.
RM 2	51.96	Standard URGS disk, stamped S-161-1966, set in top of southwest wing wall of US Route 1 bridge over the Kennebec River, approximately 24 feet northwest of centerline.

<sup>1</sup>National Geodetic Vertical Datum of 1929.

**NATIONAL FLOOD INSURANCE PROGRAM**

**FIRM**  
**FLOOD INSURANCE RATE MAP**

TOWN OF  
**ARUNDEL, MAINE**  
 YORK COUNTY

PANEL 10 OF 10  
 (SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER  
**230192 0010 C**

MAP REVISED:  
**JUNE 4, 1996**

Federal Emergency Management Agency

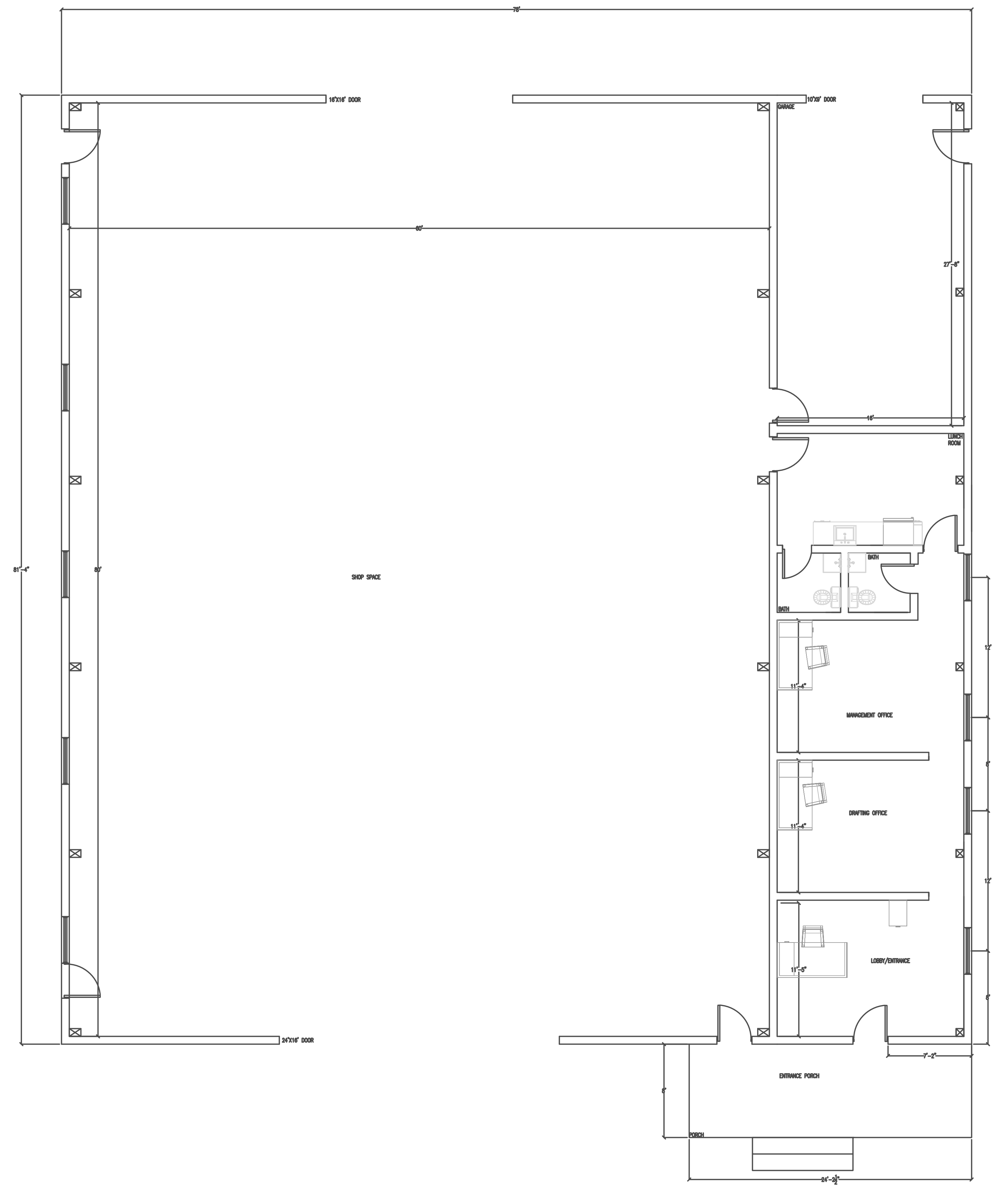
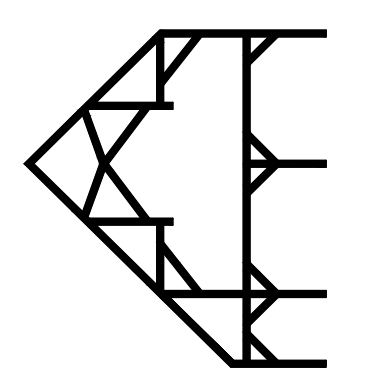
REVISIONS

NO.	DESCRIPTION

floor plan  
DATE: 7/6/22  
SCALE: 3/16" = 1"

Timber Frames by  
R.A. Krouse New Shop

**Timber Frames**  
by R.A. Krouse  
est. 1984



REVISIONS

NO.	DESCRIPTION	DATE

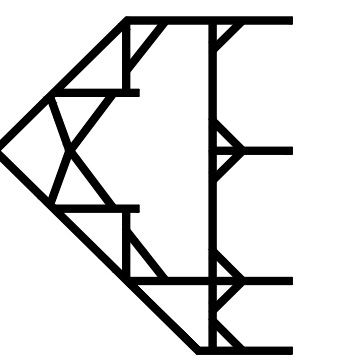
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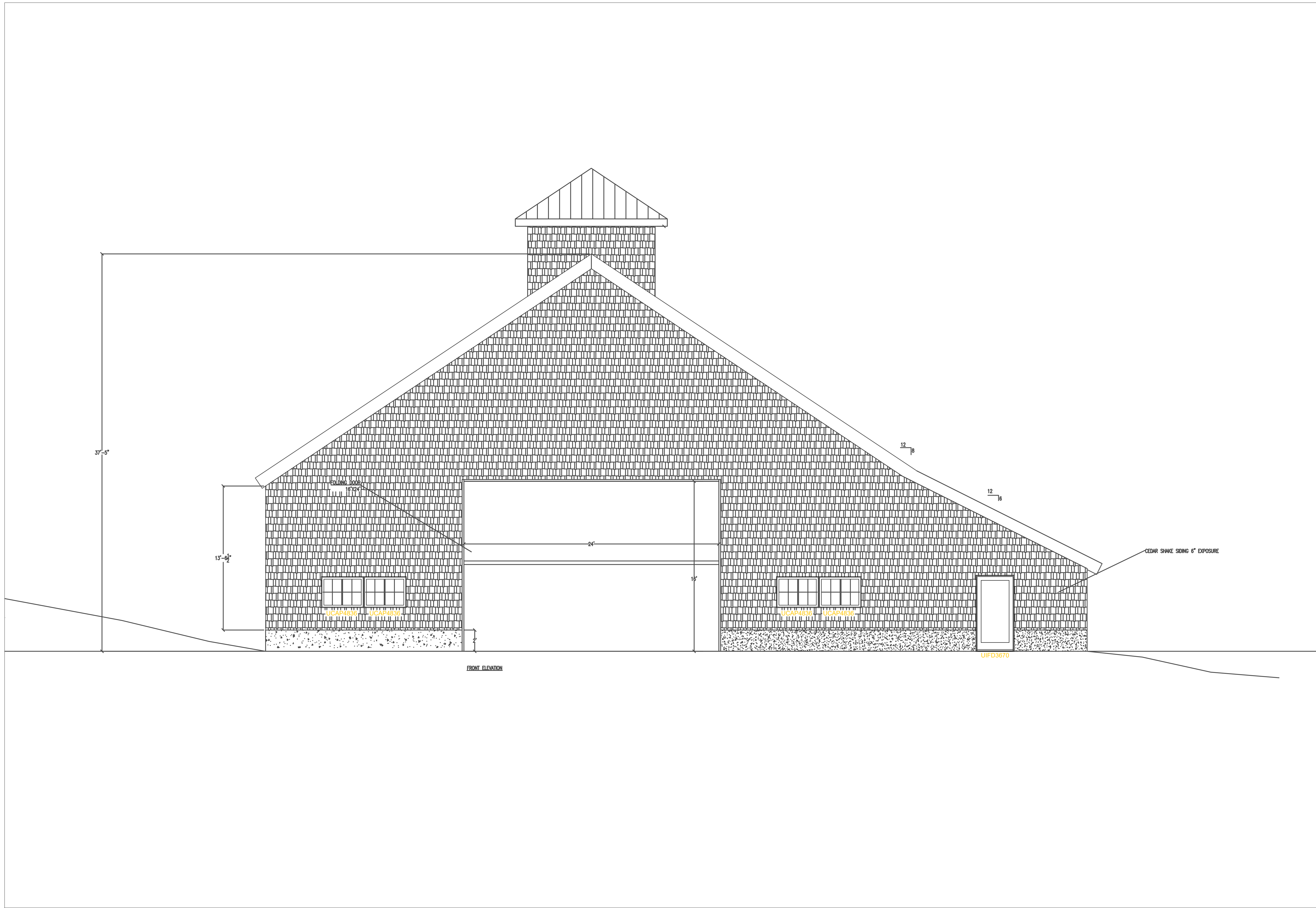
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Timber Frames by  
R.A. Krouse New Shop

**Timber Frames**  
by R.A. Krouse  
est. 1984



AIOT



FRONT ELEVATION

REVISIONS

NO.	DESCRIPTION

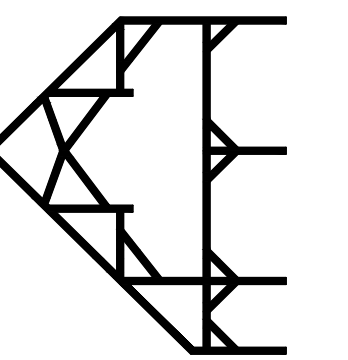
back elevation

DATE: 7/6/22

SCALE: 1/4" = 1'

Timber Frames by  
R.A. Krouse New Shop

Timber Frames  
by R.A. Krouse  
est. 1984



AKOI



77'-6"

BACK ELEVATION

CEDAR SHAKE SIDING 6" EXPOSURE

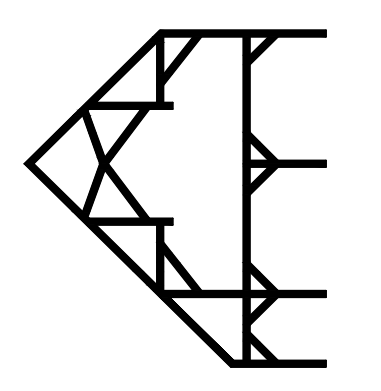
REVISIONS

NO.	DESCRIPTION	DATE

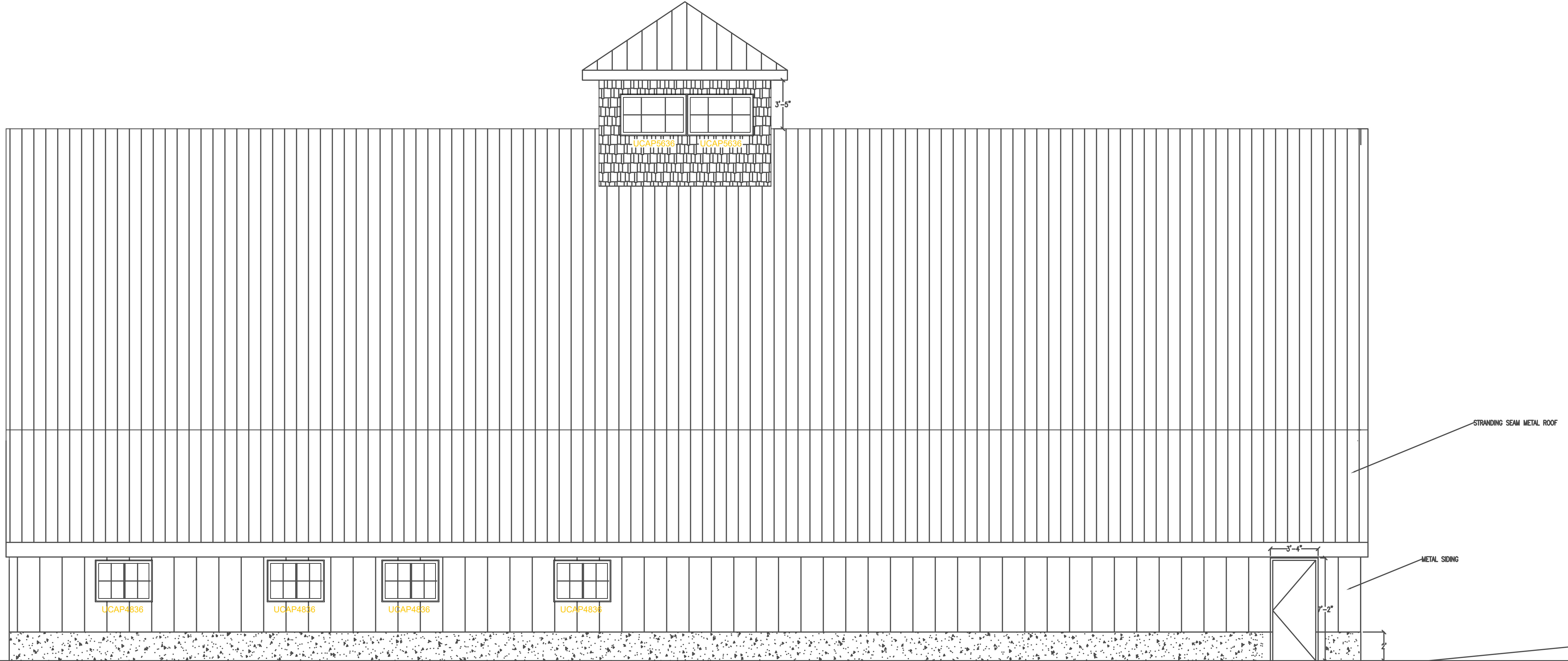
South elevation  
DATE: 7/6/22  
SCALE: 1/4" = 1'

Timber Frames by  
R.A. Krouse New Shop

Timber Frames  
by R.A. Krouse  
est. 1984



A101



SOUTH ELEVATION

REVISIONS

NO.	DESCRIPTION	DATE

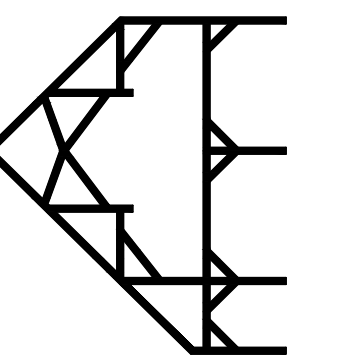
north elevation

DATE: 7/6/22

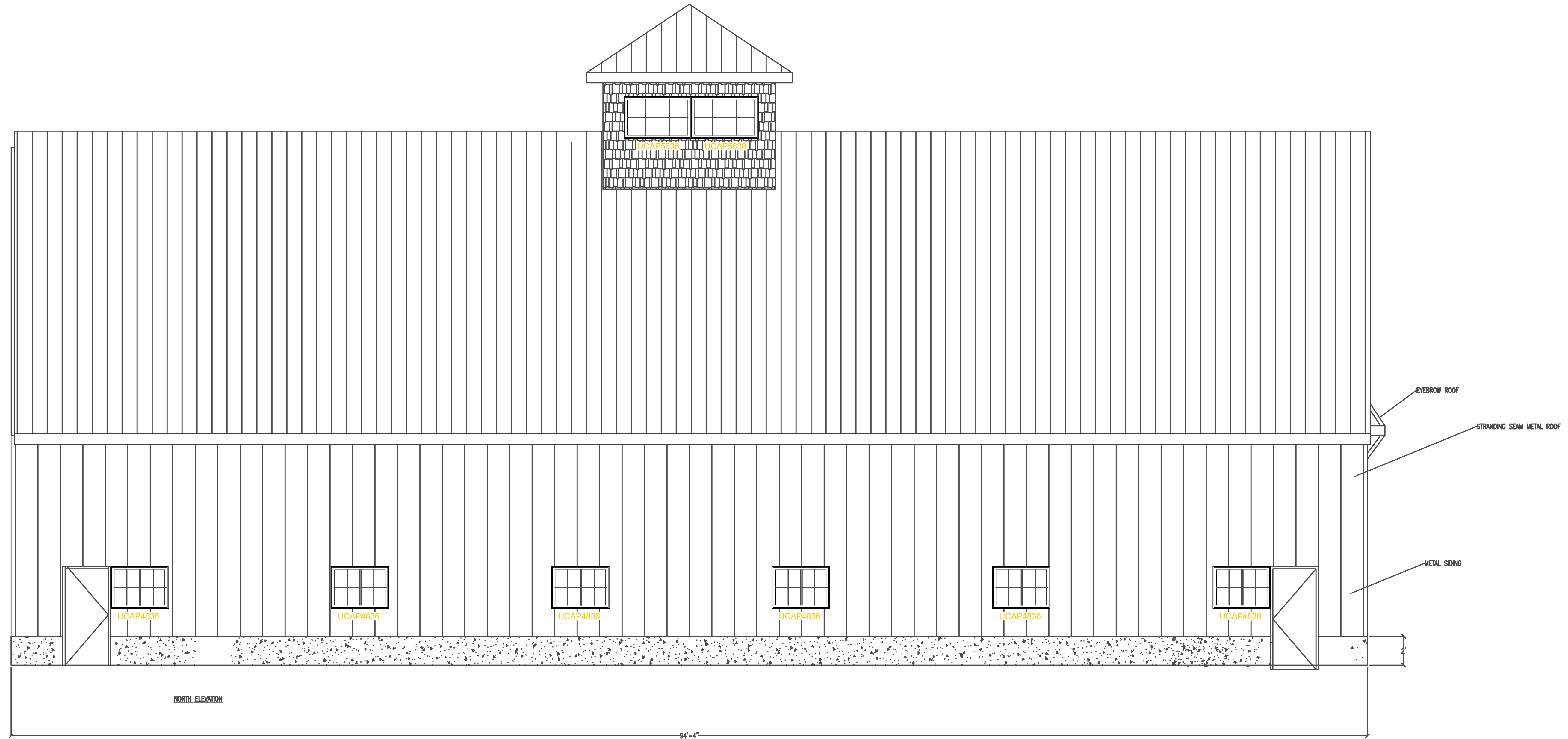
SCALE: 1/4" = 1'

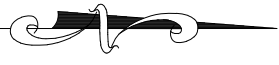
Timber Frames by  
R.A. Krouse New Shop

Timber Frames  
by R.A. Krouse  
est. 1984



A101

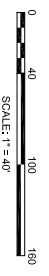
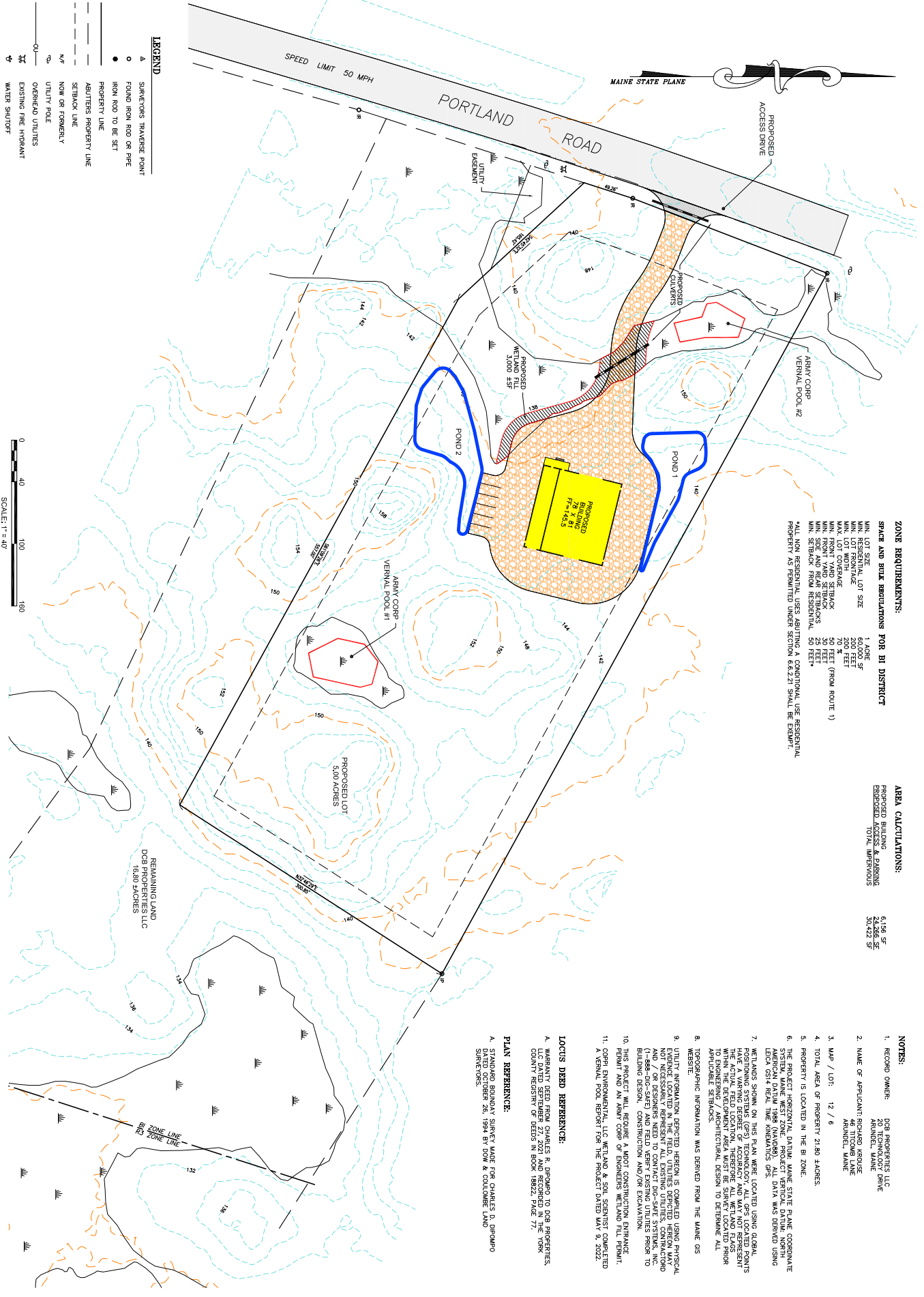




MAINE STATE PLANE

SPEED LIMIT 50 MPH

PORTLAND ROAD



- LEGEND**
- ▲ SURVEYOR'S TRAVERSE POINT
  - FOUND IRON ROD OR PIPE
  - IRON ROD TO BE SET
  - PROPERTY LINE
  - - - ABUTTER'S PROPERTY LINE
  - - - SETBACK LINE
  - - - NOW OR FORMERLY
  - UTILITY POLE
  - OVERHEAD UTILITIES
  - EXISTING FIRE HYDRANT
  - ⊕ WATER SHUTOFF

**ZONE REQUIREMENTS:**

**SPACE AND BULK REGULATIONS FOR BI DISTRICT**

MIN. LOT SIZE	1.4 ACRE
MIN. RESIDENTIAL LOT SIZE	60,000 SF
MIN. LOT FRONTAGE	200 FEET
MAX. LOT COVERAGE	70 % (FROM ROUTE 1)
MIN. FRONT YARD SETBACK	50 FEET
MIN. FRONT AND REAR SETBACKS	25 FEET
MIN. SETBACK FROM RESIDENTIAL PROPERTY AS PERMITTED UNDER SECTION 63:221	50 FEET

\*ALL NON RESIDENTIAL USES ABUTTING A CONDITIONAL USE RESIDENTIAL PROPERTY AS PERMITTED UNDER SECTION 63:221 SHALL BE EXEMPT.

**AREA CALCULATIONS:**

PROPOSED BUILDING	5,136 SF
ENCLOSED PATIO, PORCHES	20,422 SF
TOTAL IMPROVEMENTS	25,558 SF

**NOTES:**

1. RECORD OWNER: DCB PROPERTIES LLC, 20 TECHNOLOGY DRIVE, ARUNDEL, MAINE
2. NAME OF APPLICANT: RICHARD ROUSSEAU, 48 TITCOMB LANE, ARUNDEL, MAINE
3. MAP / LOT: 12 / 6
4. TOTAL AREA OF PROPERTY 21.80 ACRES.
5. PROPERTY IS LOCATED IN THE BI ZONE.
6. THE PROJECT HORIZONTAL DATA MAINE STATE PLANE COORDINATE SYSTEM, MAINE WEST ZONE, PROJECT VERTICAL DATUM, NORTH AMERICAN DATUM 1989 (NAVD89). ALL DATA WAS DERIVED USING LEICA GS14 REAL TIME KINEMATIC GPS.
7. WETLANDS SHOWN ON THIS PLAN WERE LOCATED USING GLOBAL POSITIONING SYSTEM (GPS) SURVEYING AND FIELD DATA. THESE WETLANDS HAVE A VARYING DEGREE OF ACCURACY AND MAY NOT REPRESENT THE ACTUAL FIELD LOCATION. THEREFORE THE WETLAND CLASSIFICATION IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR ENGINEERING / ARCHITECTURAL DESIGN TO DETERMINE ALL APPLICABLE SETBACKS.
8. TOPOGRAPHIC INFORMATION WAS DERIVED FROM THE MAINE GIS WEBSITE.
9. UTILITY INFORMATION DEPICTED HEREON IS COMPILED USING PHYSICAL SURVEY DATA AND FIELD DATA. CONTRACTORS SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTORS ARE ADVISED THAT THE LOCATION AND DEPTH OF UTILITIES MAY VARY FROM THE INFORMATION SHOWN ON THIS PLAN. CONTRACTORS ARE ADVISED TO CONTACT DIG-SAFE SYSTEMS, INC. AND / OR DESIGNERS NEEDED TO CONTACT DIG-SAFE SYSTEMS, INC. FOR DESIGN, CONSTRUCTION AND/OR EXCAVATION.
10. THIS PROJECT WILL REQUIRE A HOT CONSTRUCTION ENTRANCE PERMIT AND AN ARMY CORP OF ENGINEERS WETLAND FILL PERMIT.
11. CORP ENVIRONMENTAL, LLC WETLAND & SOIL SCIENTIST COMPLETED A VERNAL POOL REPORT FOR THE PROJECT DATED MAY 9, 2022.

**LOCUS DEED REFERENCE:**

A. WARRANT DEED FROM CHARLES R. DRONHO TO DCB PROPERTIES, INC. DATED 08/11/2011 AND RECORDED IN THE MAINE COUNTY RECORDS OF DEEDS IN BOOK 18822, PAGE 77.

**PLAN REFERENCE:**

A. STANDARD BOUNDARY SURVEY MADE FOR CHARLES R. DRONHO AND RECORDED IN THE MAINE COUNTY RECORDS OF DEEDS IN BOOK 18822, PAGE 77.

**SKETCH PLAN**  
TIMBER FRAMES  
U.S. ROUTE 1  
ARUNDEL, MAINE

**RECORD OWNER**  
DCB PROPERTIES  
20 TECHNOLOGY DRIVE  
ARUNDEL, MAINE

DRAWN: P.P.G.	REVISIONS:
CHECKED: P.P.G.	
SCALE: 1" = 40'	
FIELD BOOK:	
DATE: 08-09-2022	
JOB NO. 1821	
SHEET 1 OF 1	

**PAUL P. GADBOIS**  
ENGINEERING SURVEYING  
LAND PLANNING

P.O. BOX 327, SACO, MAINE 04072  
(207) 283-3980