

**Planning Board Meeting
April 9, 2024 – 7:00 PM
Town Office Conference Room**



Meeting Materials

**Planning Board
Tuesday, April 9, 2024
7:00 PM – Town Office Conference Room**

CALL TO ORDER

MINUTES

March 26, 2024

COMMUNICATIONS

OLD BUSINESS

NEW BUSINESS

Sketch Plan Application – Steve Hanscom, Caffeinated Pig, LLC – 457 Maine Street
– Map: 6 Lot: 47 Sublot: 3

ANY OTHER BUSINESS

ADJOURNMENT

POLAND PLANNING BOARD
MINUTES OF MEETING
March 26, 2024
Approved on _____, 2024

CALL TO ORDER – Chairperson James Porter called the meeting to order at 7:00pm with Members Cheryl Skilling, Jon Gilson, James Walker, Alternate Member Heather Ryan, and CEO Scott Neal present. Member George Greenwood is absent with notice. Alternate Member Heather Ryan is a voting member for this meeting.

MINUTES – March 12, 2024 – Member Gilson moved to approve the minutes. Member Walker seconded the motion. Discussion: None Vote: 5-yes 0-no

COMMUNICATIONS – None

OLD BUSINESS – Formal Site Plan – Matt New – Maine Street – Map 15 Lot 5C
Shane Howley of Main-Land Development Consultants, Inc. and Matt New presented the project. The project came before the Board on January 9, 2024, where it was conditionally approved. However, they have since made changes to the car wash plan and presented them to the Board.

In the packet materials the vacuums and parking are located in the front setback. This has been changed and they have been moved to the side of the property. Mr. New is okay with the vacuums and parking being there but will look into moving them to another location. If the plan is approved tonight then any changes to the plan will need to come back to the Board for approval.

Member Gilson moved to approve the Formal Site Plan Application with the following conditions: no public hearing, no site walk, the vacuums and parking must be located on the side of the property as presented at the meeting, and the stormwater must be updated to show there is no issue with Tripp Lake Road and the changes made to the plan. Alternate Member Ryan seconded the motion. Discussion: None Vote: 5-yes 0-no

NEW BUSINESS – Findings of Fact and Conclusions of Law for:

Formal Shoreland Zoning Application – Pamela Booth – 26 Cliff Lane – Map: 20 Lot: 20
Member Gilson moved to approve the Findings of Fact. Member Walker seconded the motion. Discussion: None Vote: 5-yes 0-no

ANY OTHER BUSINESS – Ms. Merrill stated the dates and times of the public hearings on the CLUC changes/Town Meeting being held by the Board of Selectpersons. A Board member should be present to answer questions. Also, the individuals that requested CLUC changes were notified of the date and time so they can be present to answer any questions.

ADJOURN – Member Gilson moved to adjourn the meeting at 8:05 p.m. Member Walker seconded the motion. Discussion: None Vote: 5-yes 0-no

POLAND PLANNING BOARD
MINUTES OF MEETING
March 26, 2024
Approved on _____, 2024

Recorded by: Sarah Merrill

Planning Board

_____ James Porter, Chairperson	<u>Absent with Notice</u> _____ George Greenwood, Vice Chairperson
_____ Jonahan Gilson, Secretary	_____ Cheryl Skilling, Member
_____ James Wlaker, Jr., Member	_____ Heather Ryan, Alternate Member



Town of Poland, Maine

Planning Board

Sketch Plan Review

Instructions:

1. **Read every part of this document. Failure to follow requirements can and will delay the Planning Board's decisions.**
2. Fill out the forms on pages 1 and 5. Obtain or get copies of information as required by the application on these pages.
 - a. The CEO can generate a map of the general location of your project if you cannot find a topographic map.
 - b. Words in italics contain important instructions. Please follow them.
3. Use the "Submission Checklist" on page 3 to make sure submission requirements are met.
 - a. The checklist is a summary of the standard requirements in Section 509.4 of the Comprehensive Land Use Code.
 - b. The actual Code wording may be found on-line at www.polandtownoffice.org. Go to the "Code Enforcement" page and then select "Services".
 - c. Hardcopies are available at the town office.
 - d. Make sure all waiver requests have a written statement for each request. Check with the Code Enforcement Office to make sure items stated as "On File" are indeed in the town office.
 - e. Some requirements may need only a one paragraph or one sentence statement. Make sure all requests are answered.
4. Make the necessary copies of pages 1 through 4 of the application and all information requested (see item 5 below).
5. **NUMBER OF COPIES OF THE APPLICATION AND DUE DATE**
 - a. A total of at least ten (10) copies and 1 PDF copy (either cd or usb) of the plans are needed. (**Don't forget to make a copy for yourself**) The Code Enforcement Office must receive the original application, one PDF copy (either cd or usb), and an additional nine (9) copies with appropriate fees by 1:00 p.m. twelve (12) days before the stated meeting to be put on the upcoming agenda.
 - b. If review for missing information by the Code Enforcement Officer is desired, a copy must be submitted to the CEO at least **14 days** prior to the meeting.
6. The application must be on file for public review for at least **7 days** prior to the meeting. Applications received after the Agenda is posted may not be reviewed by the Board for your scheduled meeting date. **Additional Information:**
 - a. An Agenda Request form is on page 4. This form needs to be filled out and returned to the Planning Office. This form is used to place your application on the Planning Board's agenda on a first-come, first-served basis. This may be filled out and given to this office at the time you obtain the application.

Planning Board Review Fees:

Type of fee	Description	Amount	Units or Comments
Application – sketch plans	Rough designs or concepts	\$ 100.00	Each application
Notification of Abutters	All Abutters within 500 ft of property must be notified.	\$ 1.00	Per Notification.

PROJECT NAME: Aroma Joe's

Date of Planning Board Review: _____ / _____ / _____

Application # _____

LOT INFORMATION:

Tax Assessor's Map # 6 Lot # 47-03 Sub lot # _____ Watershed: _____

Road Location : 457 Maine Street, State Route 26

Lot Size: 2.0 Acres or Sq. Ft. Road Frontage: 448 Ft.

Year lot created: 2018 (If unknown, give best estimate with "est." after date)

Zoning District(s): Village 4 Flood Zone: No Aquifer Overlay: No

Current use of lot: Vacant building

LAND OWNER(s):

Name(s): UC Properties, LLC

Company: _____

Mail Address: 10 Liberty St., Suite 217 Main Phone: _____

Town/State/Zip: Danvers, MA 01923 Alternate Phone: _____

APPLICANT - CONTACT PERSON:Applicant is: _____ Landowner _____ Contractor _____ Renter X Buyer*If landowner, write "Same" below and continue to next block below. If not the landowner, submit a letter of permission to construct on or use the land, or copy of a contract to buy from the landowner, along with the following information:*Name(s): Steve Hanscom (or Assigns)Company: Caffeinated PigMail Address: P.O. Box 972Main Phone: 940-399-7377Town/State/Zip: Scarborough, ME 04070

Alternate Phone: _____

THIS APPLICATION IS FOR: (Check all that apply)☒ Commercial☐ Industrial☐ Institutional☐ Governmental☐ Open Space☐ New Development☒ Change in Use☐ Expansion of Use☐ Expansion of Structure(s)☐ Resumption of Use**Proposed Development****SUBMISSIONS:****1. Attach drawings and/or statements describing the following items if applicable:**

- a. Provide a copy of deed and Tax Assessor's information card.
- b. Provide a map of the general area showing land features within at least ½ mile of this lot.
- c. Provide sketch plan(s) of your lot with existing development and its dimensions shown.
- d. Provide sketch plan(s) of your lot with proposed development and its dimensions shown.
 - i. (May be combined on existing development drawing.)
- e. Standard submissions requirements shall follow Section 509.4.D of the Comprehensive Land Use Code. Copies of the Code are available for viewing at the Town Office and Library. Copies can be purchased in the Code Enforcement Office.
 - i. (Use checklist on page 3 for summary of usual requirements.)
- f. Other requirements unique to your project may be added by the Planning Board.

2. List all state and federal approvals, permits, and licenses that may be required for the project:**DISCLOSURE: (READ BEFORE SIGNING)**

1. I hereby acknowledge that I have read this application and state that the information in this document is to the best of my knowledge correct and true.
2. I agree to comply with all the Town of Poland's ordinances and the State of Maine's statutes regulating the activities sought in this pre-application.
3. I understand that all construction of proposed structures shall conform to the Maine Uniform Building and Energy Code, and the NFPA-101 Life Safety Code, 2003.
4. I understand that final approval is valid for only the uses as specified in the formal application. Any approval sought in the pre-application and not in the formal application shall not be a part of any approval from the Planning Board without express written approval from the Board.
5. I understand that the permitting authority must approve any changes made to the uses sought in the formal application after approval is granted or permits issued.
6. I understand that the **pre-application becomes invalid** if the formal review plan has not been received by the Planning Board within six (6) months of the Planning Board's review of this application, without express written permission from the Planning Board to allow a longer time period, or it is found that false statements have been furnished with this application.
7. I understand that **all state and federal permits** are my responsibility as the applicant and/or owner.



Applicant's Signature

03/26/2024

Date

SKETCH PLAN CHECKLIST:

The following list is the information required in Chapter 509.4 of the Comprehensive Land Use Code for the Town of Poland, Maine for a complete Sketch Plan Review Application. Please check in the left-hand columns if the information has been provided, if you request a waiver from submitting the information, or you believe the information is not applicable to your application. If a waiver(s) is requested, or the information is not applicable, a written explanation is required.

For Applicant Use				For Planning Board Use			
Provided	Waiver Request	Not Applicable	Item Section 509.4.D	Received	On File	Waived	Not Applicable
X			Signed copy of application				
X			Name & address of owner				
X			Map & lot #'s				
X			Name of development				
X			Sketch plan of proposed development				
X			Map of general location				
X			Show all contiguous properties				
X			Show existing development				

This pre-application was first looked at by the Planning Board on ____ / ____ / ____ but does not create vested rights in the initiation of the review process.

By vote of the Board this application requires an on-site inspection: _____ Yes _____ No

If yes, an onsite inspection is scheduled for _____ / _____ / _____ at _____ : _____ AM _____ PM

Special Requirements for Formal Site Review: _____

Planning Board Chair

_____/____/
Date

On-site Inspection

ITEM	Requirements Met	Deficient	Waived	Not Applicable
A. Less than 6 inches of snow on the ground				
B. Structures, roads, parking, etc. flagged				
C. Notice of inspection posted				
D. Public allowed to accompany on-site inspection				
E. PB reviewed site findings at next meeting				
F. PB set contour intervals for formal application				

Town of Poland, Maine PLANNING BOARD AGENDA REQUEST

Date of meeting you are requesting to be scheduled for: 04 / 09 / 2024

Meetings are normally conducted from 7:00 to 9:00 PM in the Municipal Conference Room at the Town Office

Map _____ Lot _____ Sub-lot _____

Applicant's Name: Steve Hanscom – Caffeinated Pig
Mailing Address: P.O. Box 972
Town, State, Zip: Scarborough, ME 04070
Home Phone: _____ Hours: _____
Work Phone: 940-399-7377 Hours: _____

Type of application:

<input checked="" type="checkbox"/> Sketch Plan	<input type="checkbox"/> Site Review	<input type="checkbox"/> Shoreland	<input type="checkbox"/> Subdivision	<input type="checkbox"/> Informational
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Road location for project: 457 Maine Street
Zoning: Village 4 Lake Watershed: No
Nature of business to be discussed (Brief description): Proposed Aroma Joe's Drive-thru

IMPORTANT - READ CAREFULLY:

This Office must receive the original application, one PDF copy (on either cd or usb), and an additional nine (9) copies with appropriate fees by 1:00 p.m. twelve (12) days before the stated meeting to be put on the upcoming agenda.

- New business is scheduled on the agenda in the order this office receives this form.
- If you want your application reviewed for contents prior to the meeting, it must be in this office 14 days before the meeting.
- Should the Board choose to adjourn before all business is addressed, all remaining business will be tabled until the next available meeting.
- Unfinished business is conducted before new business is addressed.

Applicant's Signature:  Date: 03 / 26 / 2024

OFFICE USE ONLY:

Request Taken By: _____ Date: ____ / ____ / ____ Time: ____: ____ a.m. p.m.

Return to the CEO Office by: _____

From: [Steven Hanscom](#)
To: [Sean Thies](#)
Subject: Authorized agent
Date: Tuesday, March 26, 2024 8:58:24 AM

This email is to confirm that Haley Ward is our authorized agent for 457 Maine Street, Poland, ME.

Thanks,
-Steve

N O T
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C O P Y

N O T
A N
O F F I C I A L
C O P Y

DLN: 1002140140523

N O T
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C O P Y

QUITCLAIM DEED WITH COVENANT
(Statutory Short Form)

N O T
A N
O F F I C I A L
C O P Y

JOSEPH F. CIMINO, of Poland, Androscoggin County, State of Maine, for consideration paid, grants to **UC PROPERTIES, LLC**, a Massachusetts limited liability company, with a mailing address of 10 Liberty Street, Suite 217, Danvers, Massachusetts 01923, with **QUITCLAIM COVENANT**, all right, title and interest in a certain lot or parcel of land, with any buildings thereon, located off the westerly side of Main Street, also known as State Route 26, in the Town of Poland, Androscoggin County, Maine, more particularly described as follows:

SEE SCHEDULE "A" ATTACHED HERETO

Also hereby conveying all rights, easements, privileges and appurtenances belonging to the premises hereinabove described.

WITNESS my hand and seal on April 20, 2021.

Witness

Joseph F. Cimino

STATE OF MAINE
Cumberland, ss.

April 20, 2021

Personally appeared, before me, the above-named Joseph F. Cimino and acknowledged the foregoing instrument to be his free act and deed.

Notary Public/Attorney

Print Name

BEGINNING at a 5/8" capped rebar (#2208) on the westerly sideline of State Route 26 at the southeast corner of Lot 3 as shown on plan of 4 Lot Minor Subdivision dated October 22, 2019 prepared for Joseph F. Cimino and recorded at the Androscoggin County Registry of Deeds in Plan Book 53, Page 31. Said rebar being at the apparent northeast corner of land now or formerly of Auburn Housing Development Corporation as described in a deed dated June 1, 2017 and recorded at the Androscoggin County Registry of Deeds in Book 9610, Page 22 and being shown as Lot 2 on said Plan. Said rebar being located N 22°53'10" E a distance of two hundred ninety-six and 00/100 feet (296.00') from a 5/8" capped rebar (#2208) at the apparent northeast corner of land now or formerly of Just Rite Inc. as described in a deed dated August 29, 2013 and recorded at the Androscoggin County Registry of Deeds in Book 8759, Page 292;

THENCE, N 67°36'26" W along the southerly sideline of said Lot 4, a distance of two hundred seventeen and 89/100 feet (217.89') to a 5/8" capped rebar (#2208);

THENCE, S 43°53'25" E along the northeasterly sideline of said Auburn Housing Development Corporation, a distance of two hundred thirty-seven and 09/100 feet (237.09') to the POINT OF BEGINNING.

Grantor herein reserves a 60 foot right of way to access Lot 4, which right of way is more particularly shown on the Plan. The right of way or easement reserved is intended to be used for any and all purposes for which a town road would be used, including utilities.

NOT AN OFFICIAL COPY
Being a portion of land as described in a deed from the Estate of Corona M. Caouette to Joseph F. Cimino as described in a deed dated August 24, 2006 and recorded in the Androscoggin Registry of Deeds in Book 6878, Page 283.
NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY


CONTRACT FOR THE SALE OF REAL ESTATE


Date: **February 19, 2024**

RECEIVED OF: **Steve Hanscom or Assigns** whose mailing address is, **P.O. Box 972, Scarborough, ME 04070**, hereinafter called the Purchaser, the sum of [REDACTED] as earnest money deposit and in part payment of the purchase price of the following described real estate, situated in the municipality of **Poland**, County of **Androscoggin**, State of Maine and located at **457 Main Street** being all the property owned by the Seller at the above address, and described at said County's Registry of Deeds in Book **10715**, Page **7** and further described as:

2.0 +/- acres of commercial land improved by a 4,600 +/- square foot commercial structure further described by the Town of Poland as Map 6 Lot 47-3, upon the terms and conditions indicated below:

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): **N/A.**
2. PURCHASE PRICE: The TOTAL purchase price being [REDACTED] Dollars [REDACTED] to be paid as follows:
[REDACTED] **to be delivered within three (3) days of full execution of this agreement and the remainder to be paid in cash or certified funds at closing.**
3. EARNEST MONEY/ACCEPTANCE: **Colliers - Maine** shall hold said earnest money in a non-interest bearing account and act as Escrow Agent until closing; this offer shall be valid until **February 21, 2024** at **5:00 PM**; and, in the event of the Seller's non-acceptance, this earnest money shall be returned promptly to the Purchaser.
4. TITLE: That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to Purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before **May 30, 2024** If Seller is unable to convey title to the premises in accordance with the provisions of this paragraph 5 below, then the Seller shall have a reasonable time period, not to exceed thirty (30) days from the time the Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is merchantable title, the Purchaser may, within fifteen (15) days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder, or Purchaser may, at Purchaser's option, close notwithstanding such uncured defects as may then exist. If the Purchaser does not withdraw the earnest money and declare the contract void within the period set forth above, the Purchaser shall have waived the right to object to title. The Seller hereby agrees to make a good-faith effort to cure any title defect during such period.
5. DEED: That the property shall be conveyed by a Maine Short Form Deeds Act insurable **Quitclaim Deed with Covenant**, and shall be subject to all encumbrances (other than liens and mortgages), except covenants, conditions, easements and restrictions of record that materially and negatively impair the current use of the premises and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.
6. POSSESSION /OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser immediately at closing, subject to any leases, unless otherwise agreed by both parties in writing.
7. LEASES/TENANT SECURITY DEPOSITS: None
8. RISK OF LOSS: Until the transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by the Seller unless otherwise agreed in writing. Said premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear. If the premises are materially damaged or destroyed prior to closing, Purchaser may either terminate this Agreement and be refunded the earnest money deposit, or close this transaction and accept the premises in their as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.

Seen and agreed to: 
Purchaser


Seller

9. PRORATIONS: The following items shall be prorated as of the date of closing:

- a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
- b. Purchaser and Seller shall each pay one-half of the transfer tax as required by the State of Maine.

10. INSPECTIONS: The Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of the Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to the Purchaser:


TYPE OF INSPECTION	YES	NO	RESULTS
a. General Building	<input type="checkbox"/>	<input type="checkbox"/>	Within <u>45</u> days
b. Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
c. Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
f. Asbestos Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
g. Code Enforcement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>45</u> days
h. Flood Plain	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
j. Pests	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
k. ADA	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
l. Wetlands	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
m. Environmental Scan	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
n. Zoning	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
o. DOT Review	<input type="checkbox"/>	<input type="checkbox"/>	Within <u>45</u> days
p. Municipal Review	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>45</u> days

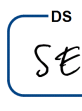
The use of days is intended to mean from the effective date of this Contract. All inspections will be done by inspectors chosen and paid for by the Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to the Purchaser. If the Purchaser does not notify the Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser. In the absence of inspection(s) mentioned above, the Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property.

11. FINANCING: This contract is subject to the Purchaser obtaining a commercial mortgage loan of 75% of the purchase price, at an interest rate not to exceed market rate and amortized over a period of not less than 20 years.

- a. If Purchaser is unable to obtain a commitment for such mortgage loan on terms and conditions satisfactory to Purchaser in its sole discretion, Purchaser shall notify Seller in writing. If Purchaser fails to so notify Seller within 90 days of the effective date, then this financing condition shall be deemed to have been waived by Purchaser.
- b. The Purchaser is under a good-faith obligation to seek and accept financing on the above-described terms. The Purchaser acknowledges that a breach of this good-faith obligation to seek and accept financing on the above-described terms will be a breach of this Contract.


Seen and agreed to:



Purchaser


Seller

12. AGENCY DISCLOSURE: The Purchaser and Seller acknowledge that they have been informed that the Selling Licensee is acting as a **Buyer's** agent in this transaction and is representing the **Purchaser** and that the Listing Licensee is acting as a **Seller's** agent in this transaction and is representing the **Seller**. Agents shall split the brokerage commission 50/50%
13. DEFAULT: If Purchaser fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Should Seller elect to retain the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of an undisputed default by either party, the Escrow Agent may return the earnest money to Purchaser or Seller with written notice to both parties pursuant to Maine Real Estate regulations. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or Deposit.
14. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.
15. PRIOR STATEMENTS: Any verbal presentations, statements and agreements are not valid unless contained herein. This Contract completely expresses the obligations of the parties. This is a Maine contract and shall be construed according to the laws of Maine.
16. HEIRS/ASSIGNS: This Contract is assignable ☒ Yes ☐ No. This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns (if assignment is allowed by the terms of this Contract), of the respective parties.
17. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefacsimile copies, with the same binding effect as if the signatures were on one instrument. Original or telefacsimiled signatures are binding.
18. BINDING CONTRACT: This Contract is a binding contract when signed by both the Seller and the Purchaser and when that fact has been communicated to all parties or to their agents. The Effective Date of the Contract is noted below.
19. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: The Seller shall provide the Purchaser with copies of all leases and income & expense information regarding the subject property within **ten (10)** days of the effective date of this contract. Purchaser(s) shall have **ten (10)** days from such delivery to review leases and income & expense information regarding the property. If the result of the review is unsatisfactory to the Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days set forth above, and any earnest money shall be returned to the Purchaser. If the Purchaser does not notify the Seller that the review is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser.
20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form #3), *if the property is, or has a component of, one to four residential dwelling units.*
21. ADDENDA: This Contract has addenda containing additional terms and conditions: YES ☐ NO ☒

Seen and agreed to:


Purchaser



Seller

23. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both the Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Seller or Transaction Broker is given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for purposes under this contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties.

24. **TOWN APPROVAL:** Immediately following the Due Diligence timeline, the Purchaser shall have One (1) Forty-Five (45) Day extension option to conduct engineering work and receive full approval from the Town of Poland. Purchaser is obligated to make good faith efforts to conduct said engineering work and pursue approvals. If Purchaser exercises this option, the Earnest Money Deposit shall be non-refundable.

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD CONSULT AN ATTORNEY.

Seller(s) acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2% of the consideration unless the Seller(s) furnishes to the Buyer(s) a certificate by the Seller(s) stating, under penalty of perjury, that Seller(s) is/are a resident of Maine or the transfer is otherwise exempt from withholding.

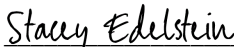
DocuSigned by:

 8913EB64FF5F498...
 Purchaser
 Steven Hanscom
 Name/Title
 2/19/2024

The Seller accepts the offer and agrees to deliver the above-mentioned property at the price and upon the terms and conditions set forth above and agrees to pay the Brokers the commission for services herein according to the Listing Agreement or if there is no Listing Agreement the sum of: **Six Percent (6.0%)** obligation to pay said commission or sum shall survive the closing of this transaction. Seller agrees that Broker may apply any deposit(s) received in connection with the sale of the Property toward commissions due and payable under this Agreement. If the earnest money is forfeited by Purchaser, it shall be evenly distributed between the Licensees and the Seller, provided, however, that Broker's portion shall not exceed the full amount of the commission specified. In the event the Seller defaults on its obligations hereunder, Colliers International shall be entitled to costs of collection, including reasonable attorneys' fees.

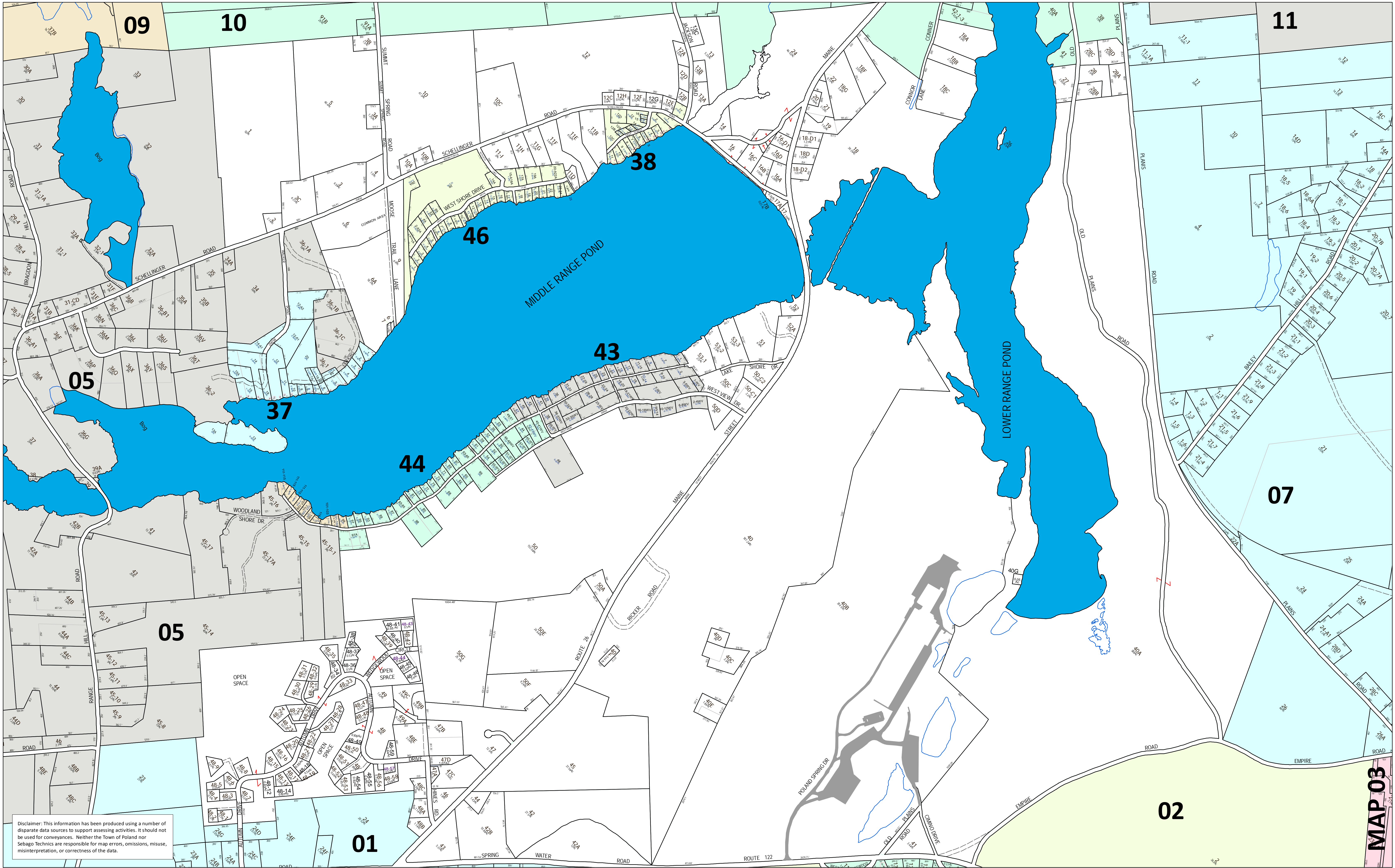
Signed this _____ day of _____, _____.

The Listing Licensee is **Robert Baldacci** of **F.O. Bailey**

The Selling Licensee is **Mike Cobb** of **Colliers - Maine**.

DocuSigned by:

 57B7ABA581D04C0...
 Seller
 2/20/2024
 Date
 Name/Title
 Soc. Sec. # or Tax I.D. #

Offer reviewed and refused on _____, _____.
 _____, Seller



MAPS PREPARED BY:

SEBAGO

WWW.SEBAGOTECHNICS.COM

75 John Roberts Rd., Suite 1A
South Portland, ME 04106
Tel: 207-260-2100

250 Goddard Rd., Suite B
Lewiston, ME 04240
Tel: 207-793-0866

- 05** Abutting Tax Map Number
31 Subdivision Lot Number
8-33B Tax Parcel Lot Number
 Waterbodies/Wetlands

Legend

- Property Tie Hooks
 Easement/Right of Ways
 Former Lot Lines
 Cemetery

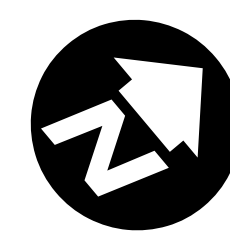
- Building and Building Number
 Travelled Way



PROPERTY MAP

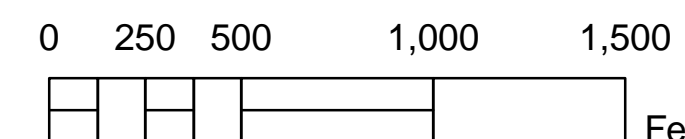
TOWN OF POLAND, MAINE

APRIL 1, 2016



UPDATES

SEBAGO TECHNICS 2015 UPDATES
O'DONNELL & ASSOCIATES 2014 UPDATES AND TAX MAPS



MAP 06

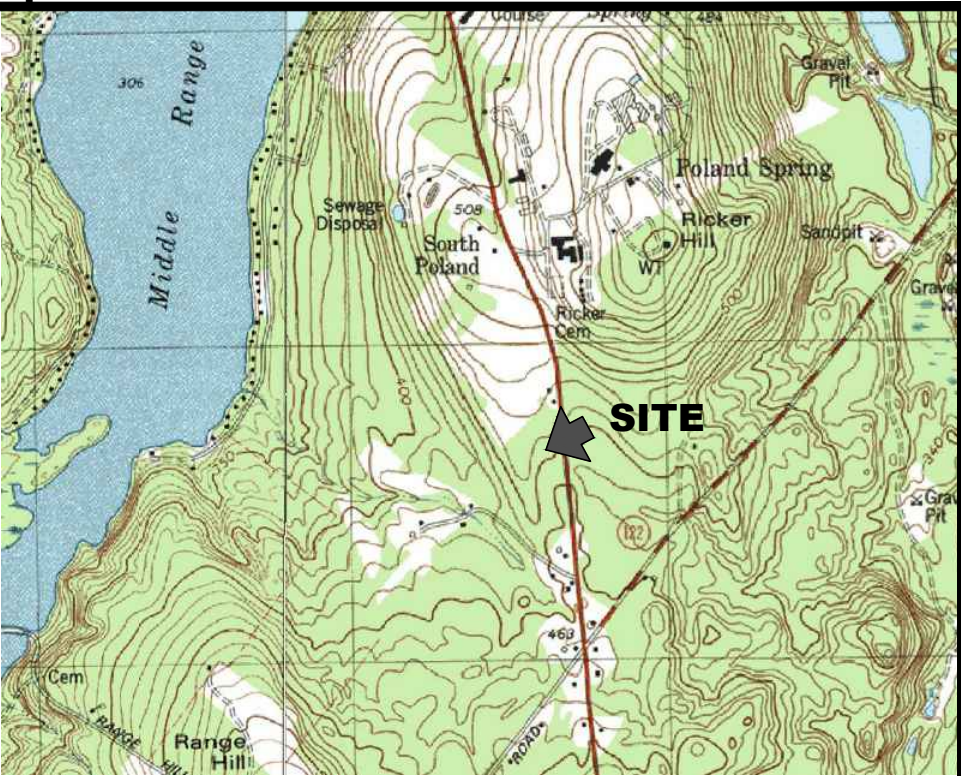
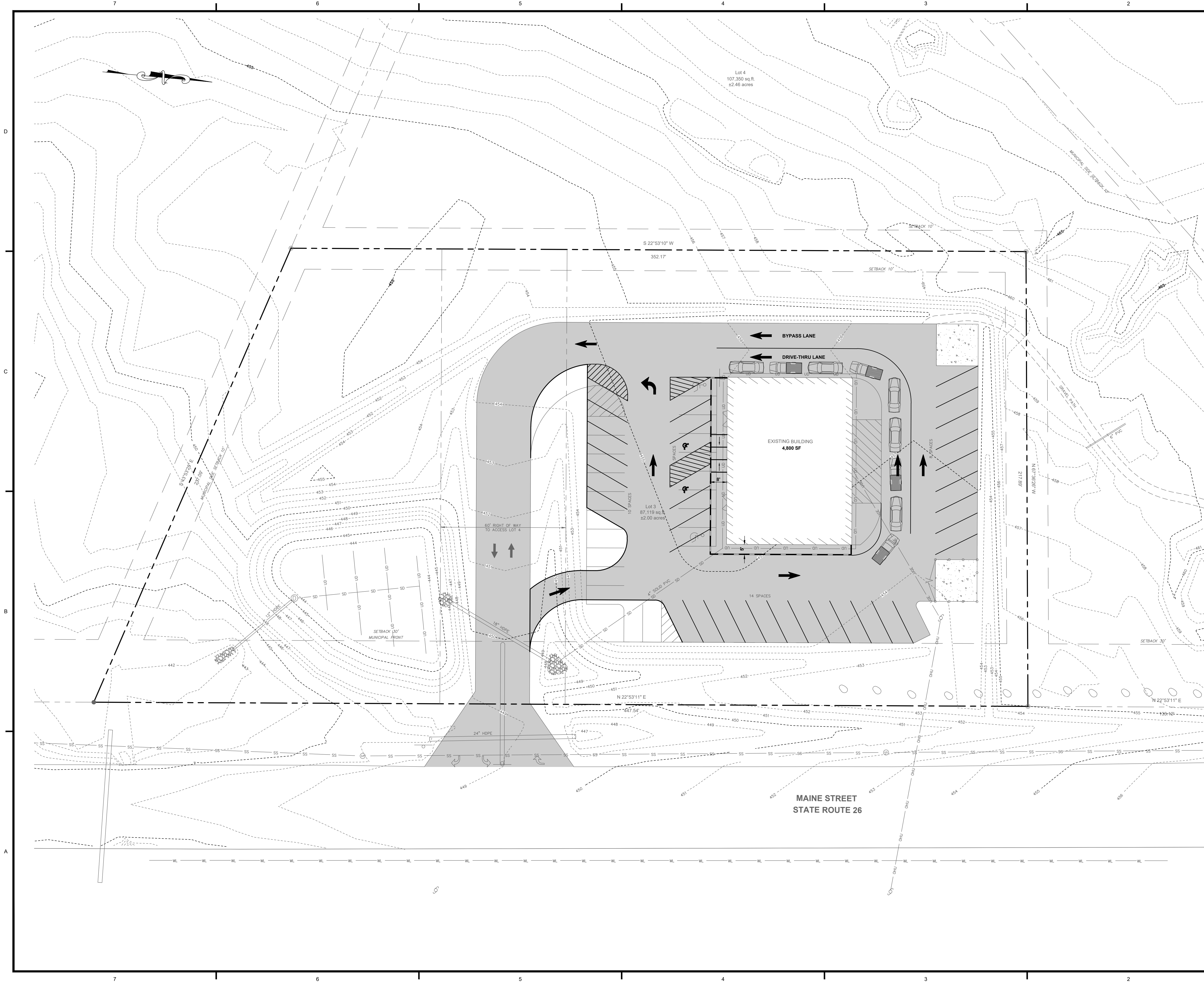
MAP 03



SOURCE:
U.S.G.S. TOPOGRAPHIC QUADRANGLE
MINOT
@ 1:24,000



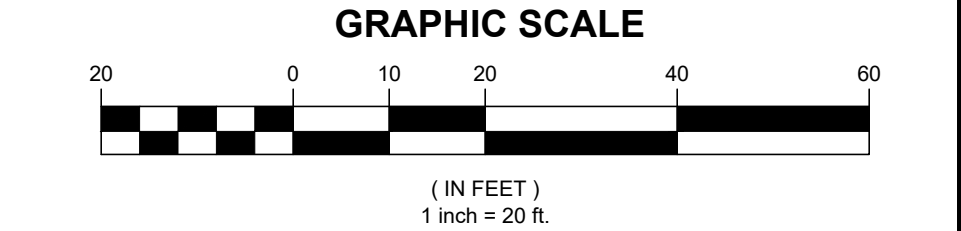
FILE LOCATION: P:\MET1829-CAFFEINATED_PIG\LOT007-POLAND\ARIMA\DES\SM102.CAD / FILESCAL\10291.007.C\8P1XWG_2024.03.03_7:29 AM




LOCATION MAP: USGS QUADRANGLE: MINOT
SCALE: 1"=2000'
MAPTECH® USGS TOPOGRAPHIC SERIES™
©MAPTECH®, INC. 978-933-3000
WWW.MAPTECH.COM/TOPO

LEGEND:		
DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE		
BENCHMARK		
SURVEY STATION		
MANHOLE		
UTILITY POLE		
WELL		
WATER VALVE		
SIGN		
CATCH BASIN		
HYDRANT		
EDGE OF GRAVEL		
EDGE OF PAVEMENT		
MAJOR FOOT CONTOUR	100	
MINOR FOOT CONTOUR	98	
WATERLINE	W	
STORM DRAIN	SD	
SANITARY SEWER	SS	
OVERHEAD UTILITIES	OHU	
UNDERGROUND UTILITIES	UGE	
CHAIN LINK FENCE	X	
PAVED AREA		
CURB		

PLAN REFERENCE:
INFORMATION BASED ON A SITE PLAN BY DAVIS LAND SURVEYING, LLC DATED JULY 16, 2014 AND A MINOR SUBDIVISION PLAN DATED OCTOBER 23, 2019.



REV	DATE	DESCRIPTION	BY	CHK
DRAWING ISSUE STATUS				
NOT FOR CONSTRUCTION				
<div><div><div><div>HALEY WARD</div><div>ENGINEERING ENVIRONMENTAL SURVEYING</div><div>WWW.HALEYWARD.COM</div></div></div><div><div>One Merchants Plaza, Suite 701</div><div>Bangor, Maine 04401</div><div>207.989.4824</div></div></div>				
PROJECT				
CAFFEINATED PIG LLC POLAND, MAINE				
TITLE				
PROPOSED SITE PLAN				
		DATE		SCALE
		2024.03.04		1"=20'
		DRAWN BY		DESIGNED BY
		WAB		WAB
		PROJECT No.		CHECKED BY
		12829.007		
DRAWING No.		REV.		
C101				