

**CONTRACT ZONE
AGREEMENT**

This CONTRACT ZONE AGREEMENT is revised this 2nd day of January, 2024, and between SEACOAST LAND ACQUISITIONS, LLC, a Maine limited liability company with a principal place of business in the City of Saco, in the County of York and State of Maine, (hereinafter "Seacoast"), and THE TOWN OF OLD ORCHARD BEACH, a municipal corporation located in York County, Maine.

WHEREAS, Seacoast proposes to construct a single-family condominium development containing sixty-one (61) units on 19.23 acres of land located in Old Orchard Beach, 63-91 E Emerson Cummings Boulevard (hereinafter referred to as the "Project"); and

WHEREAS, the parcel to be developed is shown as Tax Map 207, Block 1, Lot 2 on the Town of Old Orchard Beach Tax Maps, more specifically described on Exhibit A attached (the "Property"), and is located within the Planned Mixed Use District (the "PMU District"); and

WHEREAS, at the time of application for a contract zone, Seacoast has a purchase and Sales Agreement dated May 26, 2022 which has been presented to the Old Orchard Beach Town Council as evidence of right, title or interest in the Property; and

WHEREAS, residential dwellings are permitted as a conditional use within the PMU District, and the rezoning to permit the construction of the Project is consistent with the Old Orchard Beach Comprehensive Plan (the "Comprehensive Plan") and with existing uses within the PMU District; and

WHEREAS, Seacoast has petitioned for a contract zone to amend the Old Orchard Beach Zoning Ordinance (the "Zoning Ordinance") to allow the Project to be developed, for the following reasons:

- A. The proposed Project would provide sixty-one (61) units on 19.23 acres. The minimum lot area requirement within the PMU District for general residential uses with sewer is 20,000 square feet of buildable area per unit. Given the buildable area of the subject property after subtracting the wetland area that will remain protected, the Project would be restricted to 19 general residential units and would not be viable without the Contract Zone.
- B. The required front, side, and rear setbacks within the PMU District for a site with public sewer are equal to 35 feet (25 feet plus 10 feet per additional story above the 1st story – the proposed condominiums have two floors). Given the significant acreage of wetland area on-site, which is located generally to the southwest and covers nearly half of the property, development is restricted to upland areas to the north/northeast. The abutting parcel to the south of the subject property is zoned Residential 4 (R-4),

which requires 20-foot front/rear setbacks and 15-foot side setbacks. With reduced setbacks that are in keeping with the neighboring zone, the project will result in less wetland impact and will allow for more open space, which will contain these natural resources and be protected from further development in perpetuity.

- C. The proposed Project use will be entirely single-family residential. Although the Distribution of Uses standard set forth in Section 78-1025 of the Zoning Ordinance states that no single use shall exceed 75 percent of the total building square footage permitted in the PMU District, the nature of the site and surrounding properties is more suitable for a solely residential development. Existing residential developments occupy general areas to the south and west of the project site and abutting parcels to the north and east have educational uses. Residential developments, such as the one proposed, provide living opportunities for families; with close proximity to two schools, a fully residential use meets the intent of the Comprehensive Plan.
- D. Per Section 78-1027: Performance Standards – Site Amenities, residential neighborhoods containing in excess of 50 units in the PMU District shall provide neighborhood facilities designed to service the recreational needs of the residents. Such facilities may be designed for indoor or outdoor use and for passive or active recreational activities. An indoor facility is not feasible due to the limited amount of upland area on-site, however, walking trails within the dedicated Open Space area would allow for outdoor recreation for residents of the development, as well as general members of the public.
- E. Per Section 78-1027: Performance Standards – Site Amenities, pedestrian travel, safety, and convenience for PMUD residents is encouraged; sidewalks shall be provided along all residential streets and between recreational site amenities. The applicant proposes that the roadway be designated as an internal drive, as it will not have its own Right of Way and the surrounding land will be considered common, outside of the individual condo plats for each unit. This being the case, the applicant proposes to construct a 24-foot-wide road, which will consist of two (2) 10-foot-wide travel lanes, and a 4-foot-wide painted pedestrian path. This design allows for maneuverability of a ladder truck/other emergency vehicles and enhances pedestrian safety, without requiring the road to be widened, which would result in further wetland impacts. A 24-foot-wide paved road also meets the design criteria outlined within the street design standards for a “collector street”. The applicant also notes that a traditional curbed sidewalk would require 61 breaks for individual driveways along the travel way, which is not feasible from a design perspective, due to the close proximity of each driveway.

NOW, THEREFORE, pursuant to the authority found in 30-A M.R.S.A, Section 4352(8), and Article IX of the Zoning Ordinance (the "Contract Zoning Ordinance"), and by vote of the Old Orchard Beach Town Council on January 2, 2024, the following findings are hereby adopted:

- A. The Property is a large, undeveloped 19.23-acre parcel located in Old Orchard Beach, in an existing residential area, with access to existing public water and sewer, and extensive wetland area existing on a large portion of the site. Single-family dwellings are permitted as a conditional use within the PMU District. In keeping with the Comprehensive Plan, the proposed contract zone will allow the development of the Property to be maximized for residential use, while preserving roughly 9.5 acres of existing forested wetland area.
- B. The proposed rezoning is further consistent with one of the goals identified as most important to the Town, as set forth in Section IV of the Comprehensive Plan, which is to direct growth to areas with economical access to existing sewer and water facilities.
- C. The Comprehensive Plan has an overall theme of promoting desirable development, which includes providing a benefit to the public. The project must include "affordable housing" within the proposed development and include deed restrictions for all future sales of the home to ensure that it remains affordable. No less than 7 units will be offered at the affordable rate, as described. For the purposes of this Agreement, "affordable housing" means a decent, safe and sanitary dwelling for a household whose income does not exceed 120% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8, as amended. This shall also be applicable to long term rentals for a household whose income does not exceed 80% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8, as amended.
- D. As an added benefit the applicant also proposes the creation of trails throughout the open space, which will be available for resident and general public use. These trails will be constructed with as little disturbance as possible to preserve the natural resources, terrain, and forested areas within the Open Space. Thirteen (13) parking spaces have been added to the layout for use by visitors/guests and those who wish to use the trails.
- E. The proposed rezoning is further consistent with Section IV(D) of the Comprehensive Plan, which provides that development should work to protect, preserve and enhance the wetlands of the community. The Property is a total of 19.23 acres, 9.5 acres of which will be preserved forested area, with at least 5.36 of that being wetlands. The wetlands will be protected from development in perpetuity and places within a conservation easement. The applicant proposes to convey this land to the Town of Old Orchard Beach.
- F. Short Term Rentals, as defined by the town of Old Orchard Beach Code of Ordinances, of any unit, including the entire unit or portion of a unit, shall be prohibited.
- G. The Project shall not exceed sixty-one (61) Dwellings, as defined by the Town of Old

Orchard Beach Zoning Ordinance, throughout the life of this project. For the purposes of this condition, Dwellings shall include Accessory Dwelling Units, as Defined by the Town of Old Orchard beach Zoning Ordinance.

- H. The roadway serving the development shall remain private and roadway improvements, maintenance, and snow plowing/removal shall be the responsibility of the condominium association.
- I. Seacoast shall add two crosswalks with rapid flashing beacon signage at the proposed development's two road access points, proceeding across E. Emerson Cummings Blvd, then connecting with the existing sidewalk on the high school property.
- J. The conditions hereinafter set forth in this contract and by the Old Orchard Beach Planning Board are sufficient to meet the intent of the Contract Zoning Ordinance.

WHEREFORE, based on the findings above set forth, the Old Orchard Beach Town Council hereby agrees that this contract shall modify the Space & Bulk Requirements in the PMU District to allow a reduction in the minimum lot size per dwelling unit to allow 61 residential units to be constructed on the Property and to allow for a 20-foot front/rear and 15-foot side setback; however, that this agreement shall be subject to the conditions and restrictions as follows:

- A. Except as set forth herein, the applicant shall adhere to all other applicable provisions of the PMU District, the Zoning Ordinance and Subdivision Ordinance.
- B. All details shown on the plans conditionally approved by the Old Orchard Beach Planning Board are incorporated into this contract by reference. The Property shall be developed substantially in conformance with those plans. Revisions to the Site Plan may be administratively approved by the Town Planner and Code Enforcement Officer in accordance with applicable provisions of the Zoning Ordinance. Any changes determined by the Planning Staff to require Planning Board approval shall be submitted for such review. If the Planning Board determines that any proposed revisions to the approved plans would not comply with the provisions in this Agreement, Seacoast shall be required to obtain an amendment of the Agreement from the Town Council before the Planning Board can review and approve the revised plans.
- C. These amendments affect only the parcel of land identified as Tax Map 207, Block 1, Lot 2 on the Town of Old Orchard Beach tax maps as more particularly described on Exhibit A.
- D. This contract and its provisions shall specifically and exclusively apply to the contract zone request submitted by Seacoast. Approval of this contract

zone is in part based on the technical qualifications of Seacoast as submitted to the Town. Accordingly, without the prior written consent of the Town Council, which consent shall not unreasonably be withheld, this contract and the contract zone it creates shall not be transferable by Seacoast except that this contract shall be binding upon, and shall inure to the benefit of, future owners of the Property, or any part thereof, provided, however, that Seacoast may (1) transfer this contract and the contract zone it creates to a Maine limited partnership in which the general partner thereof is controlled by _____ without any need for written consent of the Town Council and (2) this contract and the contract zone it creates may be assigned or pledged to lenders providing financing secured by the Property and the Project. In the event of a transfer to such a limited partnership, all references in this agreement to Seacoast shall thereafter be deemed to refer to such limited partnership.

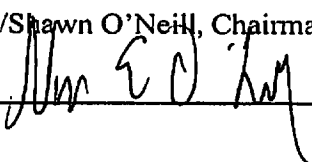
- E. Failure of Seacoast to secure the required Site Plan and Subdivision approvals from the Planning Board, and any and all other permits or approvals that may be required by the Town or other regulatory agencies including but not limited to the Maine Department of Environment Protection and/or Department of Transportation within one year of the approval of this Contract by the Town Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of Seacoast, this one year deadline may be extended by one (1) year upon written request to the Town Council submitted by Seacoast prior to the expiration of the original one-year period, and in the event the final permits or approvals are delayed due to the pendency of an appeal, the one- year deadline shall start to run from the date the appeal(s) are determined and such permits or approvals become final.
- F. Failure of Seacoast to initiate construction of the Project within two (2) years from the date of final approval of this contract zone by the Town Council, or within two (2) years from the date the permits and approvals referred to in Subparagraph E above become final, whichever shall last occur, shall render this contract null and void. In the event that permits or approvals are delayed due to circumstances beyond control of Seacoast, this two-year deadline may be extended by one year upon written request to the Town Council submitted by Seacoast prior to the expiration of the original applicable two-year period.
- G. In the event that Property Owner and/or its successors and assigns fail to develop or operate the Property in accordance with this Agreement or in the event of any other breach of any conditions set forth in this Agreement, the Town Council shall have the authority, after written notice to Seacoast and/or its successors and assigns, and reasonable opportunity to cure, to terminate this Agreement or to re-zone the Property to the current zone or any successor zone. In the event of such a re-zoning, the Property shall then be used for only such uses or otherwise allowed by law. The Town

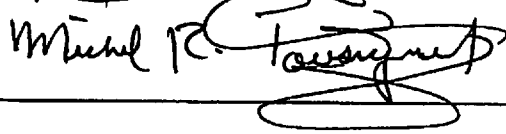
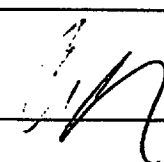
can also enforce any breach of this Agreement or any other violation of the Zoning Ordinance through the provisions of 30-A M.R.S.A. § 4452.

- H. Seacoast shall record this Contract Zone Agreement in the York County Registry of Deeds within thirty (30) days of the date on which Seacoast receives an executed original of this Contract Zone Agreement from the Town. The purpose of this requirement is to provide record notice of all of the requirements of the Contract Zone Agreement.
- I. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property and shall be amended only upon further written agreement of the Town and Seacoast and/or its heirs, successors and assigns to the Property. Any variation from the Contract Zoning Agreement, plans, supporting documents and representations are subject to review and approval by the Planning Board, provided that de minimis variation is subject to review and approval by the Town Planner. If it is determined by the Planning Board or Town Planner that the changes constitute a change in the contract, then Seacoast and/or its heirs, successors and assigns to the Property shall also be required to obtain Town Council approval of the changes.
- J. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property and shall bind Seacoast and/or its heirs, successors and assigns of the Property or any party in possession or occupancy of the Property or any part thereof and shall inure to the benefit of and be enforceable by the Town.

If any of the restrictions, provisions, conditions or portions of this Agreement is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portions shall be deemed as separate, distinct and independent provisions and such determination shall not affect the validity of the remaining portions hereof.

Based on the above findings, conditions and restrictions, the Town Council hereby incorporates this contract zoning agreement into the Zoning Ordinance by reference. By signing this contract, both parties agree to abide by the conditions and restrictions contained herein. The above restrictions, provisions, and conditions are an essential part of the rezoning of the Property, shall run with the land, and shall bind and inure to the benefit of Seacoast.

The Town of Old Orchard Beach	Seacoast Land Acquisitions, LLC
bys/Shawn O'Neill, Chairman 	bys/Jason Labonte, Owner 

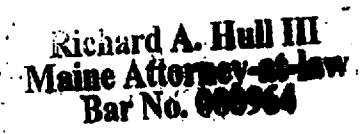
bys/Kenneth Blow, Vice-Chair	
bys/Michael Tousignant	 Michael R. Tousignant
bys/V. Louise Reid	
bys/Connor Rague	

STATE OF MAINE)
) ss
MAINE COUNTY York)

OF

On January 19, 2024, ^{Member} ~~2023~~, before me personally appeared Jason Labonte, ~~Owner~~ of Seacoast Land Acquisitions, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.


~~NOTARY PUBLIC~~, signature



Print Notary Name RICHARD A. HULL III

My Commission Expires: _____

MAP AND PROPERTY DESCRIPTION

10-11-1964

EXHIBIT B
CONDITIONALLY APPROVED PLAN



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

SEACOAST LAND ACQUISITIONS, LLC.	) SITE LOCATION OF DEVELOPMENT ACT
Old Orchard Beach, York County	) NATURAL RESOURCES PROTECTION ACT
MULTI-FAMILY SUBDIVISION	) FRESHWATER WETLAND ALTERATION
L-31157-87-A-N (approval)	) WATER QUALITY CERTIFICATION
L-31157-TG-B-N (approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. §§ 481–489-E and §§ 480-A–480-JJ, Section 401 of the Clean Water Act (33 U. S. C. § 1341), and Chapters 310, 315, 373, 375, and 500, of Department rules, the Department of Environmental Protection (Department) has considered the application of SEACOAST LAND ACQUISITIONS, LLC (applicant) with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. Summary: The applicant proposes to subdivide a 19.77-acre parcel into two lots; an open space lot (9.38 acres) and Lot 1 (10.39 acres) that will be developed with a multi-family residential subdivision called The Forest. The Forest will consist of 61-residential condominium units and two access drives, Black Birch Way and Sugar Bush Lane. On the open space lot, the applicant proposes a three-foot wide recreational trail and a ten-foot wide public access mulch trail in the footprint of a proposed sewer main. The proposed project will result in approximately 6.76 acres of developed area, 3.47 acres of which is impervious area.

The project is shown on a set of plans entitled, “The Forest”, prepared by Atlantic Resource Consultants, LLC. and dated May 8, 2024. The project site is located at 63-91 East Emerson Cummings Boulevard in the Town of Old Orchard Beach.

The applicant is also seeking approval under the Natural Resources Protection Act (NRPA) to directly alter 20,159 square feet of forested freshwater wetland from buildings, access roads, and utility crossings and indirectly alter 139 square feet of wetland from shading associated with a four-foot wide timber recreational boardwalk.

The applicant proposes to directly alter 123 square feet of an unnamed stream for the installation of a six-foot concrete box culvert that will span the stream channel. The applicant also proposes a four-foot wide timber boardwalk that will span the stream. The applicant submitted a Permit by Rule Notification Form (PBR #79668) pursuant to Chapter 305 Permit by Rule Standards Section 10 (06-096 Ch. 305, § 2, 9, and 10, last amended June 8, 2012) for stream crossings which was accepted by the Department on November 19, 2024.

NANCY E HAMMOND, REGISTER OF DEEDS
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B. Current Use of Site: The 19.77-acre parcel is primarily undeveloped, with the exception of areas of the parcel that were historically mined or selectively harvested, estimated to have taken place in 1930 and the early 2000s, respectively. The parcel, identified as Lot 1-2 on Map 207 on the Town of Old Orchard Beach's tax maps, is under a Contract Zone Agreement, established for the project to allow a greater development density.

2. FINANCIAL CAPACITY:

The total cost of the project is estimated to be \$2,563,305. The applicant stated that the buildings will be built one at a time and will be funded with proceeds from sale of the buildings. The applicant submitted a letter from People's Choice Credit Union, dated January 23, 2024, stating that the applicant has the financial capacity for construction of the subdivision.

The Department finds that the applicant has demonstrated adequate financial capacity to comply with Department standards.

3. TECHNICAL ABILITY:

The applicant provided resume information for key persons involved with the project and a list of projects successfully constructed by the applicant. The applicant also retained the services of Atlantic Resources Consultants, LLC., a professional engineering firm, to assist in the design and engineering of the project.

The Department finds that the applicant has demonstrated adequate technical ability to comply with Department standards.

4. NOISE:

The project is a residential development and only a minor noise impact is expected for the new residential development. Construction of the project will be limited to the hours of 7:00 am to 7:00 pm or daylight hours, whichever is longer. Noise generated by the construction of developments during these hours is exempt from regulation pursuant to 38 M.R.S. §484(3)(A).

5. SCENIC CHARACTER:

The project site is bordered to the north and east by Old Orchard Beach High School and Loranger Middle School. To the south and west, the project site is bordered by single-family residential development. There is undeveloped wooded area to the east and west.

The proposed project includes 9.38 acres of open space in the southern portion of the parcel that will remain wooded. The applicant has also located the majority of the development on the interior of the property and proposes to maintain a minimum 15-foot

wide wooded buffers on the northwestern boundary and a minimum 20-foot wide wooded buffer on the northeastern side of the boundary, with breaks for two street entrances.

Based on the project's location and design, the Department finds that the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.

6. WILDLIFE AND FISHERIES:

The Maine Department of Inland Fisheries and Wildlife (MDIFW) reviewed the proposed project. In its comments, dated July 8, 2024, MDIFW stated that despite the relatively high amount of development in Old Orchard Beach, wild brook trout have been documented in most of the Goosefare Brook system, including the unnamed stream in the project area. MDIFW recommends that the unnamed stream be afforded a 100-foot wide undisturbed riparian buffer and stated that the sandy soils on site are particularly prone to erosion and even "low impact" development within 100 feet could be detrimental to stream function. The applicant responded to MDIFW comments, stating that with exception for a walking trail and sewer line, there will be no disturbance within 100 feet of the unnamed stream.

MDIFW also recommended that alternatives be explored for the location of the sewer line to avoid crossing the unnamed stream and that if no practicable alternative exists, that the pipe must be set sufficiently deep and no armoring occurs, in order to maintain natural fish passage conditions. Additionally, all in-stream work must occur between July 15 and October 1. In response, the applicant stated that this is the only location where a gravity sewer serving the development can tie into the existing sewer system. A gravity sewer system is preferred over a pumped sewer system when considering the condition of the existing system. Alternatively, the applicant could construct a central sewer pumping station or a low-pressure force main system but stated that these were not financially feasible or practical. The applicant stated that the proposed public trail system is required as part of a Contract Zone agreement with the Town in order to connect Jameson Hill Road and the development. The applicant will limit instream work to the recommended time period.

The Department finds that the applicant has made adequate provision for the protection of wildlife and fisheries provided that no in-stream work occurs from October 1 to July 15 of any given year.

7. HISTORIC SITES AND UNUSUAL NATURAL AREAS:

The Maine Historic Preservation Commission reviewed the proposed project and stated that it will have no effect upon any structure or site of historic, architectural, or archaeological significance as defined by the National Historic Preservation Act of 1966.

The Maine Natural Areas Program database does not contain any records documenting the existence of rare or unique botanical features on the project site and, as discussed in

Finding 6, MDIFW did not identify any unusual wildlife habitats located on the project site.

The Department finds that the proposed development will not have an adverse effect on the preservation of any historic sites or unusual natural areas either on or near the development site.

8. BUFFER STRIPS:

The applicant proposes to maintain wooded areas as described in Finding 5.

The applicant is not proposing to utilize any formal buffer strips for the proposed project.

9. SOILS:

The applicant submitted a soil survey map and report or a geotechnical report based on the soils found at the project site. This report was prepared by a certified soils scientist and reviewed by hydrogeology staff from the BLR. The BLR reviewed a Blasting Plan submitted by the applicant and stated that the 1,000-foot pre-blast survey distance proposed are not consistent with Department requirements; the pre-blast survey required without specific approval of a reduced radius based on Department review and approval of a site-specific pounds-per-delay limit is 2,000 feet. Prior to the start of construction, the applicant must submit a revised pre-blast survey plan or a request for a reduced survey radius to the BLR for review. If a rock crusher is being utilized on site, the applicant must insure that the crusher is licensed by the Department's Bureau of Air Quality and is being operated in accordance with that license.

The BLR stated that no log was provided for exploration TP-6. Prior to the start of construction, the applicant must provide this log and verification that all TP-series explorations are numbered and located correctly to the BLR for review. The BLR also stated that prior to construction, the applicant must revise Sheet C-504 on the plan set referenced in Finding 1 to include the locations for boots at pipe penetration, notes to describe the sealing of the lining to the outlet structure if it penetrates the liner, and notes requiring repair of any rips, holes, or other liner damage to the BLR for review.

Based on this report and Blasting Plan, and BLR's review, the soils on the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices, provided that prior to construction, the materials described above are submitted to the BLR for review.

10. STORMWATER MANAGEMENT:

The proposed project includes approximately 6.76 acres of developed area, of which 3.29 acres is impervious area. It lies within the watershed of Goosefare Brook. The applicant submitted a stormwater management plan based on the Basic, General, and Flooding Standards contained in Chapter 500 Stormwater Management rules (06-096 C.M.R. ch.

500, effective August 12, 2015). The proposed stormwater management system consists of seven grassed undrained soil filters and three bioretention cells.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan (Section 14 of the application) that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Bureau of Land Resources (BLR).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by, and revised in response to the comments of, BLR. A homeowners' association will be established that will be responsible for the maintenance of all common facilities including the stormwater management system. The Declaration of Covenants and Restrictions for the association was reviewed and found to meet Department requirements. Prior to the formation of the homeowners' association, the applicant will be responsible for all such maintenance.

Storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on BLR's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500, § 4(B) provided storm sewer grit and sediment materials removed from stormwater control measures during maintenance activities are disposed of in compliance with the Maine Solid Waste Management Rules.

B. General Standards:

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts. This mitigation is being achieved by using

Best Management Practices (BMPs) that will control runoff from 91% of the impervious area and 95% of the developed area.

The stormwater management system proposed by the applicant was reviewed by BLR. After a final review, BLR commented that the proposed stormwater management system is designed in accordance with the General Standards contained in Chapter 500, § 4(C). and recommended that the applicant retain the design engineer or other qualified professional engineer to oversee construction of the stormwater BMPs to ensure they are installed in accordance with the notes and details specified on the approved plans. Within 30 days from completion of the entire system, the applicant must submit an as-built plan of the project and a log of inspection reports detailing the items inspected, photographs taken, and the dates of each inspection to the BLR for review. If the proposed project takes more than one year to construct, the applicant must submit a log of inspection reports to the BLR at least once per year.

Based on the stormwater system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the General Standards contained in Chapter 500, § 4(C) provided stormwater BMPs are constructed, inspected, and documented as described above.

C. Flooding Standard:

The applicant is proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using Hydrocad, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20, U.S.D.A., Soil Conservation Service and stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. The post-development peak flow from the site will not exceed the pre-development peak flow from the site and the peak flow of the receiving water will not be increased as a result of stormwater runoff from the development site.

BLR commented that the proposed system is designed in accordance with the Flooding Standard contained in Chapter 500, § 4(F).

Based on the system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Flooding Standard contained in Chapter 500, § 4(F) for peak flow from the project site, and channel limits and runoff areas.

11. GROUNDWATER:

The project site is not located over a mapped sand and gravel aquifer. The proposed project does not propose any withdrawal from, or discharge to, the groundwater.

The Department finds that the proposed project will not have an unreasonable adverse effect on ground water quality.

12. WATER SUPPLY:

When completed, the proposed project is anticipated to use 16,470 gallons of water per day. Water will be supplied by the Maine Water Company (MWC). The applicant submitted a letter from the MWC, dated April 3, 2024, indicating that it will be capable of servicing this project.

The Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and healthful water supply.

13. WASTEWATER DISPOSAL:

When completed, the proposed project is anticipated to discharge 16,470 gallons of wastewater per day to the Old Orchard Beach's Publicly Owned Treatment Works (POTW) wastewater treatment facility. The applicant and the Town of Old Orchard Beach agreed to extend the sewer lines to serve this project. The applicant submitted an undated letter from the Town stating that it will accept these flows. This project was reviewed by the Division of Water Quality Management (DWQM) of the BWQ, which commented that the POTW has the capacity to treat these flows and is operating in compliance with the water quality laws of the State of Maine.

Based on DWQM's comments, the Department finds that the applicant has made adequate provision for wastewater disposal at a facility that has the capacity to ensure satisfactory treatment.

14. SOLID WASTE:

When completed, the proposed project is anticipated to generate 20.92 cubic yards of municipal solid waste per week. All general solid wastes hauling from the proposed project will be contracted with Casella Waste Services/Pine Tree Waste and brought to the Old Orchard Beach transfer station. The Old Orchard Beach transfer station contracts solid waste processing with Casella Waste Services/Pine and recycling processing with ecomaine. Prior to occupancy, the applicant must provide the final destination disposal facility for municipal solid waste and submit an ability to serve letter from the destination facility to the Department for review.

The proposed project will generate approximately 270 cubic yards of wood waste from clearing operations. All wood waste generated will be ground on site for erosion control materials with any remaining waste to be worked into the soil, in compliance with the Maine Solid Waste Management Rules.

The proposed project will generate approximately 1,905 cubic yards of construction debris and demolition debris. Separated clean wood salvaged for recycling will be taken to the ecomaine Solid Waste Disposal Facility, metals for recycling will be taken to Old Orchard Beach Transfer Station with final disposal at AIM Recycling Arundel, and

mixed construction materials will be taken to the ecomaine Solid Waste Disposal Facility. The applicant provided a list of potential non-hazardous waste transporters with Category A and B licenses. Prior to the start of construction, the applicant must submit an ability to serve letter from the construction debris and demolition debris destination facilities to the Department for review.

Based on the above information, the Department finds that the applicant has made adequate provision for solid waste disposal provided that the applicant submits the information as described above.

15. FLOODING:

The proposed project is not located within the 100-year flood plain of any river or stream.

The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

16. WETLAND IMPACTS:

The applicant proposes to directly alter 20,159 square feet of forested freshwater wetland due to fill associated with buildings, access roads, and utility crossings and to indirectly alter 139 square feet from shading associated with the four-foot wide timber recreational boardwalk.

The applicant also proposes to directly alter 123 square feet of an unnamed stream for the installation of a six-foot concrete box culvert that will span the stream channel in PBR#79668 that was accepted by the Department on November 19, 2024.

The Wetland and Waterbodies Protection Rules, 06-096 C.M.R. ch. 310 (effective November 11, 2018), interpret and elaborate on the Natural Resources Protection Act (NRPA) criteria for obtaining a permit. The rules guide the Department in its determination of whether a project's impacts would be unreasonable. A proposed project would generally be found to be unreasonable if it would cause a loss in wetland area, functions and values and there is a practicable alternative to the project that would be less damaging to the environment. Each application for a NRPA permit that involves freshwater wetland alteration must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist. A copy of this Order must be included or referenced with payment submittal.

A. Avoidance. No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. The applicant submitted an alternative analysis for the proposed project completed by Atlantic Resource Consultants, LLC. The purpose of the proposed project is to develop residential housing with vehicle access and utility services.

The applicant considered a no-action alternative but determined that this does not meet the project purpose. The applicant provided earlier iterations of the proposed project. Alternative 1, shown on a plan sheet entitled, "Existing Conditions GIS Plan," prepared by Sebago Technics, Inc. and dated January 17, 2023, that proposed 84 units and approximately 61,366 square feet of freshwater wetland fill with access roads and residential development throughout the project parcel. Alternative 2, undated and entitled, "Environmental Impact Plan," prepared by Atlantic Resource Consultants, LLC, proposed 61 units and approximately 41,640 square feet of freshwater wetland fill with the majority of development on the north, northeast, and northwest portions of the project parcel. The applicant revised Alternative 2 and removed a segment of the proposed loop road, shortened individual driveways and relocated parking areas, resulting in Alternative 3. Alternative 3, shown on the plan set referenced in Finding 1 and an undated plan entitled, "Site Layout Plan VP Avoidance Concept," prepared by Atlantic Resource Consults, LLC proposes 61 units, and 20,129 square feet of freshwater wetland fill that avoided development entirely on the southern portion of the project parcel. The applicant stated that Alternative 3 resulted in the least amount of wetland impact and the smallest development footprint while achieving the primary project purpose.

B. Minimal Alteration. The amount of freshwater wetland to be altered must be kept to the minimum amount necessary to meet the overall purpose of the project. The applicant has minimized wetland alteration by utilizing 2H:1V side slopes throughout the site, by limiting stream impacts to utility and low-impact trail crossings, by reducing and removing units from the wetland areas to the greatest extent practicable, and by maintaining existing drainage patterns throughout the site by avoiding certain areas and by using two 36-inch diameter culverts for wetland crossings.

C. Compensation. In accordance with Chapter 310, § 5(C)(6)(a)(ii) and (d), compensation may be required to achieve the goal of no net loss of wetland functions and values. This project will result in over 15,000 square feet of fill in freshwater wetlands, which is the threshold over which compensation is generally required. The project will not result in alteration to more than 150 feet of shoreline of the stream, which is the threshold over which compensation is generally required for a private project affect a river, stream, or brook. The applicant submitted a Wetland Function and Value Assessment in accordance with Chapter 310, § 5(C)(6)(a)(ii), prepared by Mark Hampton Associates, Inc. and dated February 2024. The report stated that the functions and values of the forested wetland are primarily groundwater recharge/discharge and wildlife habitat. Because the proposed project will directly alter 20,159 square feet of forested freshwater wetlands, there will be some loss to its functions and values. For these reasons, the Department determined that compensation is required for the proposed freshwater wetland impacts.

The applicant proposes to make a contribution into the In-Lieu Fee program of the Maine Natural Resource Conservation Program in the amount of \$116,510.52. Prior to the start of construction, the applicant must submit a payment in the amount of \$116,510.52, payable to "Treasurer, State of Maine," and directed to the attention of the In-Lieu Fee Program Administrator at 17 State House Station, Augusta, Maine 04333.

The Department finds that the applicant has avoided and minimized wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project provided that prior to project construction, the applicant submits the In-Lieu Fee payment as described above.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 480-A–480-JJ and Section 401 of the Clean Water Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life provided that prior to construction the applicant makes a contribution to the In-Lieu Fee program as described in Finding 16.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in 38 M.R.S. § 480-P.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 481–489-E:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.

- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities provided no in-stream work occurs between October 1 to July 15 as described in Finding 6.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil provided that prior to construction, the applicant submits materials to the BLR as described in Finding 9.
- D. The proposed development meets the standards for storm water management in 38 M.R.S. § 420-D and the standard for erosion and sedimentation control in 38 M.R.S. § 420-C provided that materials removed from stormwater BMPs are disposed of; construction of BMPs are overseen and documented; as-builts are submitted to the Department; and deed restrictions are executed and recorded all as described in Finding 10.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services provided that the applicant submit the final waste destination facility and capacity letters as described in Finding 14.
- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of SEACOAST LAND ACQUISITIONS, LLC. to construct The Forest subdivision as described in Finding 1, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that their activities or those of their agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

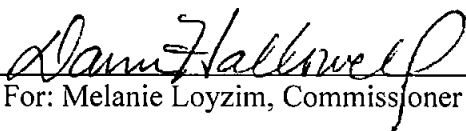
4. The applicant shall include in all conveyances of subdivision lots deed restrictions making the conveyance subject to all terms and conditions of this Department permit and any applicable municipal approval. These terms and conditions may be incorporated by specific and prominent reference to the permit in the deed. All conveyances required by this approval to contain restrictions shall include in the restrictions the requirement that any subsequent conveyance shall specifically include the same restrictions.
5. The applicant shall give a copy of this permit, including the standard conditions, and a copy of the approved subdivision plan to each lot buyer at least 14 days prior to the date of closing on the sale or lease of the lot. The applicant also shall maintain a file containing signed and dated statements by lot buyers or lessees acknowledging that they have received and read their copy of this permit and the subdivision plan prior to the closing on their lot. The file shall also contain a copy of the signed and dated deed or lease containing the restrictive covenants required under this approval. The applicant shall make this file available for inspection upon request by the Department.
6. No in-stream work shall occurs from October 1 to July 15 of any given year.
7. Prior to the start of construction, the applicant must submit a revised pre-blast survey plan or a request for a reduced survey radius to the BLR for review.
8. Prior to the start of construction, the applicant must provide the log for TP-6 and verification that all TP-series explorations are numbered and located correctly to the BLR for review.
9. Prior to the start of construction, the applicant must revise and submit Sheet C-504 on the plan set referenced in Finding 1 to include the locations for boots at pipe penetration, notes to describe the sealing of the lining to the outlet structure if it penetrates the liner, and notes requiring repair of any rips, holes, or other liner damage to the BLR for review.
10. Storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.
11. The applicant shall retain the design engineer or other qualified professional engineer to oversee construction of the stormwater BMPs to ensure they are installed in accordance with the notes and details specified on the approved plans.
12. Within 30 days from completion of the entire system, the applicant shall submit an as-built plan of the project and a log of inspection reports detailing the items inspected, photographs taken, and the dates of each inspection to the BLR for review. If the proposed project takes more than one year to construct, the applicant shall submit a log of inspection reports to the BLR at least once per year.

13. Prior to the start of occupancy, the applicant must provide the final destination disposal facility for municipal solid waste and submit an ability to serve letter from the destination facility to the Department for review.
14. Prior to the start of construction, the applicant must submit an ability to serve letter from the final destination facilities for the construction debris and demolition debris to the Department for review
15. Prior to the start of construction, the applicant shall submit a payment in the amount of \$116,510.52, payable to "Treasurer, State of Maine", to the attention of the In-Lieu Fee Program Administrator at 17 State House Station, Augusta, Maine 04333. A copy of this Order shall be included or referenced with payment submittal.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 19th DAY OF NOVEMBER, 2024.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: 
For: Melanie Loyzim, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

L3115787ANBN/ATS#92479, 92480

Department of Environmental Protection
SITE LOCATION OF DEVELOPMENT (SITE)
STANDARD CONDITIONS

- A. Approval of Variations from Plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.
- B. Compliance with All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Compliance with All Terms and Conditions of Approval.** The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- D. Advertising.** Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- E. Transfer of Development.** Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
- F. Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- G. Approval Included in Contract Bids.** A copy of this approval must be included in or attached to all contract bid specifications for the development.
- H. Approval Shown to Contractors.** Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.



Natural Resources Protection Act (NRPA) Standard Conditions

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCES PROTECTION ACT, 38 M.R.S. § 480-A ET SEQ., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

- (1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(8) and is subject to penalties under 38 M.R.S. §349.
- (2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- (3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- (4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.
- (5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- (6) Certification. Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and sub-contractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

(7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.

(8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.

(a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.

(b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.

(c) The stormwater maintenance plan for the site is being implemented as approved by the Department, and the maintenance log is being maintained.

(d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.

(e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MEPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.

(9) Transfer of property subject to the license. If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department and must reference the permit number.

(10) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

EASEMENT DEED

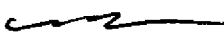
KNOW ALL MEN BY THESE PRESENTS, that Seacoast Land Acquisitions, LLC, York County, State of Maine, for consideration given, grant to The Maine Water Company - Biddeford Saco Division, a Maine corporation having its principal office at 93 Industrial Park Road, Saco, Maine 04072 and their respective successors and assigns, with warranty covenants, the right and easement to erect, bury, maintain, repair, rebuild, operate, and patrol the water main together with all necessary fixtures and appurtenances, over, across, and under the surface of land in the Town of Old Orchard Beach, York County, State of Maine, as follows:

A 30-foot strip of land centered over the proposed private water service to be installed within The Forest development that includes approximately 1,475 feet of 8-inch private water line, 340 of 4-inch private water line, and associated appurtenances along the proposed private roadway, to serve The Forest development, located off E. Emerson Cummings Boulevard, Old Orchard Beach, York County, Maine and as displayed on plans entitled "The Forest, Tax Map 207 , Lot 1-2, 63-91 E. Emerson Cummings Blvd, Old Orchard Beach, Maine," prepared by Atlantic Resource Consultants, LLC, stamped by Silas W. Canavan, PE, dated November 19, 2024, attached hereto as Appendix 1.

Together with the right to dig, flush, and operate necessary control valves as the Grantee believes may be required for the operation and maintenance of its water distribution system; the right to restrict the construction of buildings or structures within 15 feet of either side of its water service line; the right to keep the surface of the ground above said buried water main free from structures which, in the judgment of the Grantee, would interfere with or endanger the proper operation or maintenance of said water service line; and the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

Seacoast Land Acquisitions, LLC has caused this instrument to be signed by its Owner, duly authorized.

Signed, Sealed and Delivered in presence of: Seacoast Land Acquisitions, LLC

Signature: 

Print: Jason Labonte

State of Maine
County of York, ss

Date: 11-12-2025

Personally appeared the above-named and acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,


Notary Public

Brenda L Parsons
Notary Public • State of Maine
My Commission Expires March 2, 2026

(space above is reserved for recording information)

SEWER EASEMENT AGREEMENT

This Sewer Easement Agreement (the "Agreement") is entered into as of the 19th day of December, 2024, between the **Town of Old Orchard Beach**, a body politic and corporate (the "Town"), **Seacoast Land Acquisitions, LLC**, a Maine limited liability company ("Seacoast," and collectively with the Town, each a "Party" and together the "Parties").

RECITALS

1. The Town is the sole owner of land with all buildings and improvements now or hereafter thereon located at 28 Jameson Hill Road in the Town of Old Orchard Beach, York County, Maine and being Tax Map 207, Lot 1-1, on the Official Tax Maps for the Town of Old Orchard Beach as of the date of this Agreement, Maine and on file with the Assessor's office of the Town of Old Orchard Beach (the "The Existing Town Parcel").

2. Seacoast is the sole owner of land located at 63-91 E. Emerson Cummings Boulevard in the Town of Old Orchard Beach, York County, Maine described in a certain Warranty Deed from Wesley A. Kinney, Jr. and Gwendolyn H. Kinney dated November 15, 2024, recorded in the York County Registry of Deeds (the "Registry of Deeds") at Book 19556, Page 336 (the "Seacoast Parcel," and together with the Town Parcel, the "Parcels" and each a "Parcel").

3. The Seacoast Parcel and a portion of the Existing Town Parcel is depicted on a certain "Condominium Plat Plan" prepared by Atlantic Resource Consultants dated May 8, 2024, and recorded in the York County Registry of Deed in Condo Book 1055, Page 1 (the "Plan").

4. In connection with Seacoast's proposed development on the Seacoast Parcel as depicted on the Plan, Seacoast will install a sanitary sewer pipe together with its pipes, couplings, pumps, electrical installations and appurtenances (the "Sewer Facility") on the Parcels in the area shown on the Plan as "Easement B – 30' Wide Sewer and Trail Easement" (the "Easement B Area"); "Easement C – 30' Wide Sewer Easement" (the "Easement C Area"); and "Easement D – 30' Wide Sewer Easement" (the "Easement D Area" and together with the Easement B Area and the Easement C Area, the "Easement Area").

5. Following the installation of the Sewer Facility, title to the Sewer Facility as well as the approximately 9.38 acres of land depicted on the Plan as "Open Space – To Be Conveyed to Town of Old Orchard Beach" will be conveyed by Seacoast to the Town (the "Future Town Parcel") and together with the Existing Town Parcel, the "Town Parcel").

6. To that end, the Parties have agreed to exchange certain easements and privileges in connection with the Sewer Facility.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Sewer Easement. Seacoast hereby grants and conveys to The Town, and its agents and contractors, a perpetual non-exclusive easement for the use, maintenance, repair, and replacement of the Sewer Facility over, under and across the Easement B Area and the Easement C Area, including the right to enter into Easement B Area and the Easement C Area from time to time with vehicles, personnel and equipment in order to perform maintenance, repair and/or replacement of the Sewer Facility and to trim, clear, cut down and remove vegetation to such extent as in the judgment of the Town is reasonably necessary or appropriate for any of the above described purposes, as deemed necessary by the Town (the "Sewer Easement"). The Sewer Easement is to be held in gross by the Town and, at the option of Town, may be further transferred and/or assigned in whole or in part by Town as rights held in gross without any need for consent, it being the specific intent of the parties that such Easements may be transferred to any successors or assignees of Town and/or to those parties to whom Town may further and separately assign such rights, whether or not such rights may be held in common with the town and/or others to whom Town may grant like rights. Seacoast reserves all rights of ownership in and to the Seacoast Parcel which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over or across the Seacoast Parcel, the right to use the Seacoast Parcel for all uses not interfering with the use permitted the Town hereunder.

2. Temporary Construction Easement. The Town hereby grants and conveys to Seacoast a temporary easement over, under and across the Easement D Area to enable workers, construction equipment, and materials to enter onto the Easement D Area, in order to facilitate the construction and installation of the Sewer Facility and a walking trail (the "Temporary Construction Easement"), provided such activities shall be confined to those as are consistent with the purpose of the Sewer Facility and shall not unreasonably interfere with the Town's use or enjoyment of the Existing Town Parcel. Seacoast shall at all times exercise caution to prevent damage and disruption to the Existing Town Parcel. Upon the conclusion of any construction, maintenance or repair work, Seacoast shall remove or cause to be removed all debris, machinery, and equipment and shall return the Existing Town Parcel, as applicable, as closely as reasonably possible to its condition immediately prior to Seacoast's activities. The Temporary Construction Easement granted herein shall automatically expire and be of no further force and effect upon written notice from Seacoast to the Town at the address set forth above that Seacoast has completed all construction activities in connection with the Sewer Facility and the Town has accepted title to the Sewer Facility. At any time following the giving of such notice by Seacoast and acceptance by the Town, and upon request of the Town, Seacoast shall execute and deliver to the Town an instrument, reasonably acceptable to the Town and in recordable form, evidencing the completion of Seacoast's construction activities in connection with the Sewer Facility and the termination of the Temporary Construction Easement. The Town reserves all rights of ownership in and to the Existing Town Parcel which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over or across the Existing Town Parcel, the right to use the Existing Town Parcel for all uses not interfering with the use permitted Seacoast hereunder.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the parties, their successors and assigns forever.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Easement and Maintenance Agreement to be executed as of the day and year first written above.

Kathleen E. Mayer
Witness

Seacoast Land Acquisitions, LLC

By: [Signature]
Jason Labonte, Member

STATE OF MAINE
York, ss

December 19, 2024

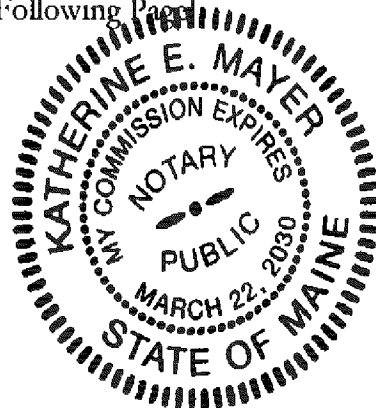
Personally appeared the above named Jason Labonte, Member of said Seacoast Land Acquisitions, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me, Kathleen E. Mayer
Notary Public/~~Maine Attorney At Law~~

Print Name

My Commission Expires

[Signatures Continue on Following Page]



Yeu Kyeon
Witness

The Town of Old Orchard Beach

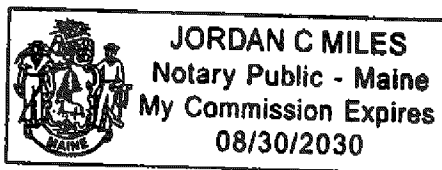
By: Diana Asanza
Diana Asanza, its Town Manager, duly
authorized

STATE OF MAINE
York, ss

December 12, 2024

Personally appeared the above named Diana Asanza, Town Manager, of said Town of Old Orchard Beach and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Town.

Before me,



Notary Public
Notary Public/Maine Attorney-At-Law
Jordan Miles
Print Name
8/30/2030
My Commission Expires