

Town of Bowdoinham Planning Board

Tier II Site Plan Application

For



Vegetable Washing and Storage Facility

Located at:

**304 Pork Point Road
Bowdoinham, ME 04008**

Prepared By:

Island Cove Design, LLC
P.O. Box 760
Boothbay, ME 04537
(207) 370-8338



Date: 3/31/2022

To: Jennifer Curtis, Director of Planning and Development
Town of Bowdoinham
13 School Street
Bowdoinham, ME 04008

RE: Harvest Tide Organics Tier II Site Plan Application

Dear Jennifer,

On behalf of Harvest Tide Organics, LLC we are submitting the attached documentation in support of our application for Tier II Site Plan review by the Town of Bowdoinham Planning Board. Harvest Tide Organics plans to construct a new washing, packing and storage facility on their property located at 304 Pork Point Road. The new building will provide Harvest Tide the ability to wash, package, and store their vegetables on site rather than trucking them to the small rental facility that they currently use to wash and package the fresh vegetables they provide for the local community.

Island Cove Design, LLC has prepared this application, with the assistance of the owners Bethany Allen and Eric Ferguson, in accordance with the performance standards of Town of Bowdoinham Land Use Ordinance last amended June 9th 2021. A more detailed summary of the project scope can be found in the supporting documentation.

We look forward to attending the April 2022 meeting of the Planning Board to have our application reviewed with the goal of receiving full approval to move forward with the project.

Respectfully,
William Wright

Principal / Designer
Island Cove Design, LLC

Tier II Site Plan Application

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Tier II Site Plan Application

Section 1. Project Summary



Project Summary

The proposed project will include the construction of a new vegetable washing, packaging, and storage facility for Harvest Tide Organics, LLC at their property at 304 Pork Point Road. The expected cost of the construction is expected to be approximately \$400,000. The building will be located in the "Farmstead Area" of the property as depicted on the survey, provided by Sitelines, PA dated July 23rd 2018, on page 41 of the conservation easement. The facility will consist of a 40' x 68' building with a 16' x 68' covered concrete patio area with 2 loading docks, a 10' x 24' covered patio area, and a 16' x 50' covered patio area for a large refrigerator. The inside of the building will be constructed as follows:

- First floor containing a washing area, storage area, break room for employees, two restrooms, and a utility closet. The total square footage for the first floor is 2613 sf.
- Second floor containing an office and storage space above the breakroom and bathrooms, along with storage space above the washing area. The total square footage for the second floor is 1473 sf.
- There is a total gross floor area within the building of 4086 sf.

The project will result in 46,670 sf of impervious surface which is 1.78% of the 60.7-acre property. This includes all existing temporary and permanent structures, gravel driveways, and gravel pads along with the proposed structure, driveways and parking areas. The existing conditions make up 36,677 sf of impervious surface which is an increase of 9,993 sf in impervious surface.

The building will be set back 50' from the front boundary line in accordance with the dimensional requirements for the Residential / Agricultural district. The nearest side or rear boundary is the northern boundary line which is more than 623' away from the closest corner of the proposed structure which exceeds the 50' requirement of the use specific standards for a Food Processing Facility which most closely matches our proposed use.

The building height will be 34'-5" ±.

The building has been located on the site to take advantage of the existing elevation contours for access to the loading docks while minimizing cutting and filling of the natural landscape to the greatest extent possible.

The facility is anticipated to have 13 employees during peak season which will require 8 parking spaces. The anticipated traffic from the project during peak season will consist of 8 employee trips per day along with 35 vehicles once a week for CSA member pick-up with a maximum of 3 members at any given time requiring 3 parking spaces. There will also be the normal daily farm traffic.

The proposed driveway and parking areas provide safe access and egress for vehicles as well as internal vehicular and pedestrian circulation.

The proposed plan will not have an adverse impact on municipal services.

The proposed plan will not have an adverse visual impact on the scenic or natural beauty of the area and will be consistent with surrounding landscape and structures.

There will be a flood light mounted to the exterior wall of the south elevation above the roll-up door and will be on a motion sensor. There will also be 2 exterior sconces mounted at the front entry and will be used as needed.

There are no signs being proposed at this time. If signs are added there will be a maximum of 2 signs with a maximum of 25 s.f. of total sign area in accordance with the performance standards of the land use ordinance.



The area where the proposed building is to be sited does not currently have any kind of landscaping or visual buffer. This area is a working area with several permissible structures and equipment storage. It has been utilized as a landing area for agricultural operations for over 10 years, and has included the development of greenhouse structures in the past 5 years. The proposed building will have an aesthetic that matches that of a more traditional working farm, versus the industrial look of agriculture buildings also located along Pork Point Road. We will utilize decorative plantings around the building to help soften the visual impact from the road (window planters, raised beds, flower beds, etc), however we are not proposing to include a visual screen located along Pork Point Road for the following reasons;

1. Protection of the viewshed. This building will act as a public facing area for our business. We will have CSA pickups based out of this location, and like many Bowdoinham farms, anticipate irregular but meaningful engagement with our community. This project is being designed in a manner to be warm and open to our community and project a softer look for what is ultimately a commercial agricultural building. Any kind of visual screen will negatively impact the aesthetic and potentially create a less open and welcoming space.
2. Safety for drive egress. The current access to the fields is located at the top of a slight hill and slight corner. In its current state, unobstructed state, the driveway has good lines of sight and is safe to enter and exit from. However, any landscaping along Pork Point Road will have a negative impact on these lines of sight.
3. Does Not match the aesthetic of the area. This area is rural, open farmland. Having to include visual screens will censor that aesthetic, similarly the Cedar trees planted just south on Pork Point road will look out of place. It will create an unnecessary commercial, box store type look in an area that exists as working farmland.

There is an existing well on site that is 235 ft deep with a refresh rate of 40 gallons per minute. We anticipate water usage of 600 gallons per day for the washing process. We have also determined an additional 516 gallons per day needed for the septic system per Albert Frick Associates plan dated 2/3/2022.

We contacted the Fire Chief Arthur Frizzle and he supplied the following information regarding fire hydrant locations: *"The nearest dry hydrant is located at the Abagadasset River bridge on the Browns Point Road it is 2 miles south of Harvest Tide. The nearest hydrant serviced by the water district is 3 miles south of Harvest Tide again on the Browns Point Road however both of these requires crossing the Abagadasset River bridge which is posted by Maine DOT and will not currently support any apparatus greater than 20 tons. The nearest fully accessible water district serviced hydrant is located on the River Road at the Eliot Lane intersection and is 4 miles from Harvest Tide."*

The applicant has applied for loans and grants which, upon receipt, should fund all construction and equipment costs.

The applicant will hire contractors, for each relevant trade, with the technical expertise to carry out the construction.



Special Resources:

- a) No development is being proposed in the shoreland.
- b) No development is being proposed in a floodplain.
- c) The applicant has contacted the local biologist with Maine DEP and determined a NRPA permit from DEP will not be required for this project.
- d) The applicant contacted The Maine Historic Preservation Commission and they responded that the project will have an no adverse effect on historical properties (architectural or archaeological).
- e) The project proposes using water from the above mentioned well then draining clean wash water from the vegetable washing process into a rip rap apron to slow the flow of water which will disperse into a large vegetated buffer area to be absorbed back into the soil therefore there should be no adverse impact to the quality or quantity of the groundwater available to abutting properties or public water supplies.
- f) The applicant has contacted The Department of Inland Fisheries and Wildlife and determined the project will not have an undue adverse effect on wildlife habitat.
- g) The applicant has contacted The Maine Natural Areas Program and they responded there are no rare botanical features documented specifically within the farmstead area where the development is being proposed. Therefore, the project will not have an undue adverse effect on rare and irreplaceable natural areas.

The applicant will have a dumpster onsite for disposal of solid waste which will be serviced by Riverside Disposal.

There will be no hazardous materials onsite.

Washing vegetables does not emit fumes or odors and the wash water flows into a catchment system to collect sediment so there is only clean water draining to the exterior. Therefore, the project will not have an adverse impact on air or water quality.

Stormwater from the new building will be captured by gutters and directed into gutter drains which will run underground and exit to a rip rap apron along with the trench drains from the washing areas inside the building. Parking and driveway areas will be pitched towards the nearest drainage course for surface runoff.

There will be a catchment system formed into the trench drains in the washing areas to catch sediment from the vegetable washing process. There will be gutters and drains installed to manage stormwater from the building. The parking and driveway areas will be graded to direct stormwater towards nearest drainage courses to manage surface water drainage. The site contractor will use best management practices for erosion and sedimentation control onsite.

The project will not increase noise from current levels in the area.



The applicant respectfully submits the following documentation to show that the proposed project is in compliance with the Land Use Ordinance of the Town of Bowdoinham along with the towns plans and vision statements.

Submittals:

In accordance with the Town of Bowdoinham Tier II Site Plan Review requirements, we submit the following plans and supporting documents which we expect will satisfy the review criteria of the Planning Board:

- Fully executed application form along with the \$500 application fee and \$500 technical review fee to be held in escrow.
- Agent authorization form.
- List of abutters within 200 feet of boundary lines.
- Copy of deed and conservation easement.
- Tax map R10 with the property (lot 44) highlighted.
- A satellite map with 2' elevation contours of the building site.
- Photographs of the building site.
- Responses from DEP, MNAP, MDIFW, and MHPC.
- Subsurface wastewater disposal system plan.
- Letter from applicant regarding proposed wash water catchment system.
- Proposed building plans.
- Copy of Sitelines, PA survey, dated 7-23-2018, from the conservation easement.
- Existing and proposed site plans.
- Detail drawing of wash water catchment and drainage system.

Tier II Site Plan Application

Section 2. Application Documents

- a. Tier II Site Plan Application
- b. Agent authorization form
- c. List of abutters
- d. Financial capacity



Town of Bowdoinham

13 School St • Bowdoinham, ME 04008

Phone 666-5531 • Fax 666-5532

www.bowdoinham.com

PLANNING BOARD APPLICATION

Type of Application: Shoreland Zoning Site Plan Review – Tier II Tier I
 Land Use Subdivision – Minor Major

Applicant Information:

Name: Harvest Tide Organics, LLC - Bethany Allen / Eric Ferguson
Mailing Address: 304 Pork Point Road, Bowdoinham, ME 04008
Telephone: (207) 449-7274 (207) 841-7432
Right, Title, Interest in Property: Owner Other _____
(appropriate documentation must be provided)

Owner Information:

Same as Above
Name: _____
Mailing Address: _____
Telephone: _____

Agent Information:

Name: Island Cove Design, LLC - William Wright
Mailing Address: P.O. Box 760, Boothbay, ME 04537
Telephone: (207) 370-8338
 Surveyor Engineer Other: Designer

Property Information:

Map/Lot Number: R10 / 44
Property Address: 304 Pork Point Road, Bowdoinham, ME 04008
Lot Size: 60.7 acre Lot Frontage: Approx. 1,906'
Existing Lot Coverage: 36,677 s.f. Proposed Lot Coverage: 46,670 s.f.
Water Service: Public Private Road Ownership: State Town Private
Floodplain: No Yes Shoreland Zoning: No Yes: _____
Tax Program: No Agriculture Open Space Tree Growth

**TOWN OF BOWDOINHAM
PLANNING BOARD APPLICATION
Page 2 of 2**

Project Description:

See Project Summary

Attachments (the following items are required):

- Site Plan
- Photographs of Site
- Application Fee
- Supporting Documents as required per Land Use Ordinance**

By signing this application, as the foresaid applicant:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and it's attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party;
- I understand that additional funds may be required through the course of review for special studies, legal review costs, and/or engineering review;
- I understand that it is my responsibility to know and pay for any tax penalty that may result from said project;
- I understand that the information contained in this application is background information and some applications may require additional tests, maps, documentation or submissions as required by the Planning Board.

Eric Ferguson

Applicant Signature

03/22/2022

Date

Eric Ferguson

Print Name

FOR OFFICE USE ONLY

Received On: _____ Fee Paid: _____

Signed

Date



To whom it may concern,

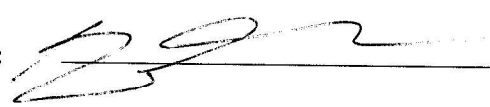
I hereby authorize William Wright of Island Cove Design, LLC to act on my behalf as my agent in the processing and presentation of Planning Board applications for the Town of Bowdoinham Maine and to furnish, upon request, any supplemental information in support of such applications.

Applicant's Printed Name: Eric Ferguson

Applicant's Signature: 

Date: 1/18/2022

Applicant's Printed Name: Bethany Allen

Applicant's Signature: 

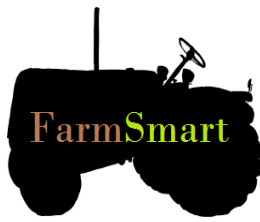
Date: 1/18/22



List of Abutters:

- 1) Maine IFW
Keel Kemper
270 Lyons Rd
Sydney, ME 04330
(207) 287-5300
Press 1 for Wildlife
Press 1 for Keel Kemper

- 2) Cary Wright
233 Pork Point Rd
Bowdoinham, ME 04008
(207) 666-3074



Comprehensive Business Services for Maine Farms

Jedediah L. Beach, M.B.A.

March 30th, 2022

To Whom it May Concern:

My name is Jed Beach. I am a business consultant who works with Maine farmers on bookkeeping, financial analysis, and forecasting. I have been working with Harvesttide Organics for the last four years, helping them keep their books and make forecasts.

I have reviewed the cash flow and balance sheet projections that Eric and Bethany have put together and believe that they are adequate to support the construction of their proposed building.

Please do not hesitate to reach out if you have any questions.

Sincerely,

Jedediah L Beach, Principal

Tier II Site Plan Application

Section 3. Right and Title

- a. Deed
- b. Conservation easement

8 0 3 7 9 2 9
Tx:4027406

2015R-05050
TRANSFER TAX PAID
RECEIVED
SAGADAHOC COUNTY MAINE
LYNN C MOORE, REGISTRAR
RECORDED ON
07/22/2015 12:20 PM

QUITCLAIM DEED WITH COVENANT

PAGES: 4

MAINE FARMLAND TRUST, INC., a Maine non-profit corporation having its principal offices in Belfast, Waldo County, Maine, and with a mailing address of 97 Main Street, Belfast, Maine, 04915 (the "Grantor"), for consideration paid, GRANTS to BETHANY L. ALLEN AND ERIC R. FERGUSON, of Bowdoinham, Maine, with a mailing address of 204 Ridge Road, Bowdoinham, ME 04008 (the "Grantee"), with QUITCLAIM COVENANT, a certain lot or parcel located in the Town of Bowdoinham, Sagadahoc County, Maine, more particularly described on Exhibit A, attached hereto.

IN WITNESS WHEREOF, the said **Maine Farmland Trust, Inc.**, has caused these presents to be executed in its name and behalf, under seal, by R. Reeve Wood, its Staff Attorney hereunto duly authorized this 8th day of July, 2015.

WITNESS:

[Signature]

MAINE FARMLAND TRUST
[Signature]
By: R. Reeve Wood
Its Staff Attorney

STATE OF Maine
COUNTY OF Lincoln, ss.

July 8, 2015

Then personally appeared before me R. Reeve Wood III on this 8th day of July, 2015, and acknowledged that he is the Staff Attorney of Maine Farmland Trust, Inc., a Maine non-profit corporation, and that the execution of this Deed is the free act and deed of said corporation.

Before me,

[Signature]
Notary Public

CHRISTINE V. DUBOIS
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES
APRIL 15, 2019

My commission expires _____

EXHIBIT A
Legal description of the Property

Certain lots or parcels of land situated in the Town of **Bowdoinham**, County of Sagadahoc, State of Maine, and bounded and described as follows:

Parcel A- Westerly of Pork Point Road

Beginning at a 5/8" rebar found, capped #1175, on the westerly sideline of the Pork Point Road, so called, at the southeast corner of land now or formerly of State of Maine Department of Inland Fisheries and Wildlife ("MIFW") as described in a deed recorded in the Sagadahoc County Registry of Deeds in Book 1844, Page 89;

Thence **N 61°49'33" W** along the southerly sideline of said land of MIFW a distance of 1286.76 feet to a 5/8" rebar set;

Thence **S 17°22'56" W** along retained lands of Maine Farmland Trust, Inc. ("MFT") a distance of 865.94 feet to a 5/8" rebar set;

Thence **S 50°00'45" W** along said land of MFT a distance of 1019.37 feet to a 5/8" rebar set along the northerly bound of land now or formerly of Cary Wright, as described in a deed recorded at the Sagadahoc County Registry of Deeds in Book 1468, Page 264;

Thence **S 61°49'33" E** along said land of Wright a distance of 993.06 feet to a 5/8" rebar set on the westerly sideline of the Pork Point Road, so called;

Thence northerly by and along the westerly sideline of said Pork Point Road for a distance of 1902.6 feet, more or less, to the point of beginning.

Encompassing 45.5 acres, more or less and all as depicted as "Agricultural Parcel West of Road" on a plan of land entitled "Boundary Survey- Land of Maine Farmland Trust, Inc.," (the "Plan") prepared by Sitelines, PA, dated June 2, 2015 and to be recorded in the Sagadahoc County Registry of Deeds.

RESERVING to the Grantor a Right of Way from the Pork Point Road over and across the above-described lands to the retained land of Grantor and all lands of the State of Maine lying adjacent to the Abagadasset River in Bowdoinham, Maine, the location and width of said Right of Way being depicted on the Plan and more fully set forth and described as follows, to wit:

Beginning at a 5/8" rebar set on the westerly side of said Pork Point Road at the southeasterly corner of the above-described lands;

Thence **N 61°49' 33" W** a distance of 636.29 feet to a point;

Thence **N 30°47' 11" W** a distance of 83.26 feet to a point;

Thence **N 49°45' 21" E** a distance of 302.19 feet to a point;

Thence **N 02°31' 35" W** a distance of 23.48 feet to a point;

Thence **N 38°36' 39" W** a distance of 180.95 feet to a point;

Thence **N 33°16' 58 W** a distance of 48.38 feet to a point;

Thence **N 50°00' 45" E** a distance of 40.28 feet to a point;

Thence **S 33°16' 58" E** a distance of 51.22 feet to a point;

Thence S 38°36' 39" E a distance of 192.12 feet to a point;

Thence S 02°31'35" E a distance of 56.14 feet to a point;

Thence S 49°45' 21" W a distance of 287.93 feet to a point;

Thence S 30°47' 11" E a distance of 57.69 feet to a point;

Thence S 61°49' 33" E a distance of 621.19 feet to a point;

Thence southerly, by and along the westerly sideline of the Pork Point Road, so called, a distance of 32.55 feet, more or less, to the point of beginning.

The above-described Right of Way is **SUBJECT TO** the following terms and conditions:

1. Grantor shall have the right to use the Right of Way for forestry and wildlife management and conservation purposes.
2. Grantor has the right but not the obligation to repair, maintain, improve, and reconstruct the Right of Way, including the following rights:
 - 2.1. The right to trim and remove trees, vegetation and other undergrowth within the Right of Way to allow safe passage of Grantor's vehicles, equipment and staff.
 - 2.2. The right to install such ditches, culverts, and other structures and improvements within the Right of Way as may be necessary or convenient during such construction, improvement, maintenance, repair and use.
 - 2.3. The right to flow water from the Right of Way from ditches and culverts onto adjacent lands, provided that such right to flow does not unreasonably interfere with the use of Grantee's lands.
 - 2.4. The Right of Way shall not be paved, and the use of gravel and other pervious materials shall not be deemed paving.
 - 2.5. The right to provide for seasonal and temporary closures for construction and maintenance purposes, during management activities, to prevent use by unauthorized parties, and to limit or prevent excessive erosion of soils.
3. Neither Grantor nor Grantee has any duty or obligation to keep the Right of Way safe for entry or use by any person for any purpose or to give warning of any hazardous condition, use, structure, or activity thereon to any persons entering upon the Right of Way.

Parcel B- Easterly of Pork Point Road

Beginning at a 5/8" rebar set on the easterly sideline of the Pork Point Road, so called, at a corner of land now or formerly of Cary Wright, as described in a deed recorded at the Sagadahoc County Registry of Deeds in Book 1468, Page 264;

Thence S 61°49'33" E along said land of Wright a distance of 450.72 feet to a 5/8" rebar set;

Thence continuing S 61°49'33" E a distance of 75 feet, more or less, to the high water line of the Kennebec River;

Thence northerly for 1195 feet, more or less, following the high water line of the Kennebec River to a point, said point being S 21°17'28" E a distance of 65 feet, more or less, from a 5/8" rebar set;

Thence **N 21°17' 28" W** a distance of 65 feet, more or less, along retained lands of Maine Farmland Trust, Inc. ("MFT"), as recorded at the Sagadahoc County Registry of Deeds at Document number 2015R-01410 to a 5/8" rebar set;

Thence **N 21°17'28" W along** said land of MFT a distance of 128.48 feet to a 5/8" rebar set;

Thence **N 14°49'01" W along** said land of MFT a distance of 128.96 feet to a 5/8" rebar set;

Thence **N 57°09'37" W along** said land of MFT a distance of 348.32 feet to a 5/8" rebar set in the easterly sideline of the Pork Point Road, so called;

Thence southerly, by and along the easterly sideline of said Pork Point Road a distance of 1302.3 feet, more or less, to the point of beginning.

Encompassing 15.2 acres, more or less and all as depicted as "Agricultural Parcel East of Road" on the Plan

TOGETHER WITH all right, title or interest of Grantor in to the Pork Point Road, so called.

TOGETHER WITH all right title or interest of Grantor to those lands lying between the high water line and low water line of the Kennebec River lying southerly of a line running **S 57°09'37" E** from an above-described point located along the high water line of the Kennebec River, said point being **S 21°17'28" E** a distance of 65 feet, more or less, from a 5/8" rebar set.

AGRICULTURAL CONSERVATION EASEMENT

THIS AGRICULTURAL CONSERVATION EASEMENT is made this 31st day of October, 2018, by and between **BETHANY L. ALLEN** and **ERIC R. FERGUSON**, of Bowdoinham, Maine and having a mailing address of 304 Pork Point Road, Bowdoinham, ME 04008 (hereinafter referred to as the “**Landowner**,” which word is intended to include, unless the context clearly indicates otherwise, the above-named parties, their personal representatives, heirs, successors and assigns), and **MAINE FARMLAND TRUST, INC.**, a non-profit corporation organized under the laws of the State of Maine with its principal place of business in Belfast, Maine and having a mailing address of 97 Main Street, Belfast, ME 04915 (hereinafter referred to as “**Holder**”, which word is intended to include, unless the context clearly indicates otherwise the above-named Holder’s, successors and assigns, and with a right of enforcement to the **UNITED STATES OF AMERICA**, acting by and through the United States Department of Agriculture (“**USDA**”), Natural Resources Conservation Service (“**NRCS**”) acting on behalf of the Commodity Credit Corporation (hereinafter referred to as the “**United States**” or the “**Federal Third Party**”). The Landowner and Holder are collectively referred to as the “Parties”.

1. PROJECT NAME. Harvest Tide Organics

2. RECITALS.

WHEREAS, Landowner is the owner in fee simple of certain agricultural real property comprising approximately fifty-eight and seven tenths (58.7) acres in the Town of Bowdoinham, County of Sagadahoc, State of Maine, more particularly described in Exhibit A and depicted on Exhibit B (being a reduced copy of a survey of the Property to be recorded in the Sagadahoc County Registry of Deeds of even date herewith), both attached hereto and made a part hereof by reference, and referred to in this document as the “Property.”

WHEREAS, Holder is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter the “Code”), and meets the requirements of Section 509(a)(2) of the Code. Holder is a “qualified organization,” as such term is defined in Section 170(h)(3) of the Code, and is qualified to hold conservation easements under the laws of the State of Maine.

WHEREAS, the Property has the following **Agricultural Conservation Values**:

- 1) Approximately eighty-nine percent (89%) of the soils have been identified by the Natural Resources Conservation Service (“NRCS”) as “prime soils,” “soils of statewide importance,” “soils of local importance,” “unique soils,” or are soils that are otherwise suitable for Agriculture (“**Agricultural Soils**”).

- 2) Approximately thirty-three (33) acres of the Property are currently maintained as open fields and available for cultivation and forage crop, and said open fields are currently being used for mixed vegetable production.
- 3) Approximately twenty-six (26) acres of the Property are maintained as productive forest vegetation and are currently being used for sustainable firewood harvest.
- 4) The Property has access to surface water in the form of approximately twelve hundred fifty (1195) feet of frontage on Merrymeeting Bay.
- 5) The Property is a farm in the State of Maine, many of which have ceased to exist in Maine and throughout New England due to increased development pressures and a variety of other social, economic, and global forces, the protection of which shall conserve productive agricultural land in Maine and prevent the conversion of said land to non-agricultural development. The Property has been operated continuously as a farm for approximately one hundred years primarily for the production of produce for wholesale markets.

WHEREAS, the Property has the following **Additional Conservation Values**:

- 1) Approximately eleven hundred ninety five (1195) feet of substantially undeveloped frontage on Merrymeeting Bay, an inland delta through which the Kennebec, Androscoggin, Eastern, Muddy, Cathance, and Abagadasset Rivers drain into the Lower Kennebec River.

WHEREAS, the grant of this Agricultural Conservation Easement (the “Easement”) will provide a significant public benefit by serving the following **Conservation Purposes**:

- 1) As set forth in Section 170(h)(4)(A) of the Code, the preservation of open space, including farmland, pursuant to the following clearly-delineated governmental conservation policies:
 - a. The Farmland Protection Policy Act, 7 U.S.C. §§ 4201-09, the purpose of which is “to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect farmland”;
 - b. The Maine Conservation Easement Act, 33 MRSA §§ 476-9-B (the “Maine Conservation Easement Act”) which provides for permanent protection of real property, the purposes of which include assuring its availability for agricultural and forest use;
 - c. The Maine Farm and Open Space Tax Law, 36 MRSA §§ 1101-21, which confers preferential property tax treatment for property that owners keep undeveloped and in productive farm use or as important open space;

- d. Section 153 of the Maine Agricultural Protection Act, 7 MRSA § 153, which declares that farm operations are not a common law nuisance when operated in compliance with state and federal laws;
 - e. The Maine Tree Growth Tax Law, 36 MRSA §§ 571-84-A, which confers a partial property tax exemption for land which owners manage for timber harvesting;
 - f. The Comprehensive Plan of the Town of Bowdoinham, adopted in June 11, 2014, which sets forth the goal of safeguarding Bowdoinham's agricultural resources and recommends that the Town encourage and support the preservation of prime farmland; and
 - g. The Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, which provided partial funding for the acquisition of this Easement for the purpose of protecting the agricultural use and future viability, and related Conservation Values, by limiting nonagricultural uses of the Protected Property.
- 2) Preserving the traditional farming and forestry heritage and rural character of Bowdoinham, Maine;
 - 3) Preventing the conversion of farmland to nonagricultural uses that would reduce or destroy the Property's agricultural and forest productivity; and
 - 4) Ensuring that the Property remain available for commercial agriculture and forest management consistent with conserving the agricultural productivity, Agricultural Soils, and other Conservation Values of the Property.

WHEREAS, the current use of the Property and its current improvements are consistent with the foregoing Conservation Purposes;

WHEREAS, the Conservation Values of the Property are documented in a **Baseline Documentation Report**, signed and acknowledged by the Landowner and Holder, establishing the baseline condition of the Property at the time of this grant and including maps, photographs and other documentation; and

WHEREAS, the Landowner and Holder have the common purpose of conserving the above-described Agricultural Conservation Values and Additional Conservation Values (said Agricultural Conservation Values and Additional Conservation Values are referred to jointly herein as the **Conservation Values**) of the Property, as more fully set forth herein, in perpetuity, by voluntarily placing restrictions upon the use of the Property and by providing for the transfer from the Landowner to the Holder of affirmative rights for its protection in perpetuity, including an option to purchase the Property at agricultural value, with the intention of the grant of such restrictions to qualify as a "qualified conservation contribution" as that term is defined under Section 170(h)(2)(9C) of the Code and so as to qualify as a "Conservation Easement" under the Maine Conservation Easement Act.

3. WORDS OF CONVEYANCE.

NOW, THEREFORE, in consideration of the foregoing recitals and Conservation Purposes, the Landowner does hereby GRANT, for consideration paid, with QUITCLAIM COVENANT, this Easement, including an Option to Purchase at Agricultural Value, on, over, under and across the Property, consisting of the following terms, covenants, restrictions and affirmative rights granted to Holder, which shall run with and bind the Property in perpetuity.

TOGETHER WITH a right of way for vehicular, pedestrian, and aerial access to the Property as necessary or appropriate to exercise Holder's rights hereunder, over any and all rights-of-way and roads owned by Landowner or over which Landowner has or shall have rights of access to the Property, as may be more particularly described in Exhibit A.

4. PURPOSE.

The Primary Purpose of this Easement is to enable the Property to remain in agricultural use by preserving and protecting its Agricultural Soils, other Agricultural Conservation Values, agricultural viability, and productivity. Except as specifically permitted herein, no activity which shall significantly diminish or impair the actual or potential agricultural use of the Property shall be permitted. To the extent that the preservation and protection of any Additional Conservation Values referenced in this Easement are consistent with the Primary Purpose stated above, it is also the purpose of this Easement to protect those values, and, to such extent, no activity which shall significantly diminish or impair those values shall be permitted.

5. DEFINITIONS

The terms set forth in this Section 5 shall have the following meanings for the purposes of this Easement:

5.1. Agriculture and Agricultural Activities – “Agriculture” and “Agricultural Activities” shall mean:

5.1.1. The raising, keeping, production, processing, storage or on-farm marketing of crops, livestock, and livestock products. For purposes hereof, crops, livestock and livestock products include, but are not limited to:

- (a) pastureland;
- (b) field crops;
- (c) fruits, nuts and berries;
- (d) vegetables;
- (e) horticultural specialties (including but not limited to seeds, nursery stock, ornamental shrubs, ornamental trees, Christmas trees and flowers);
- (f) livestock and livestock products (including but not limited to, horses, cattle, chickens, alpaca, sheep, swine, goats and other animals that produce meat, dairy, fibers or other products or that are used to work the farm);
- (g) timber, wood, maple sap and other wood products derived from trees;
- (h) hydroponics and hydroponic crops; and

- (i) aquatic plants and animals and their byproducts.

The terms Agriculture and Agricultural Activities are intended to be broadly interpreted to include most endeavors which produce materials useful to mankind from soil, water, sunshine and the seasons in a way that will not compromise the opportunities of future generations to continue producing such materials on a sustained basis. As new practices come into being over the years, they are to be permitted as long as they fit the broad definition of Agriculture and Agricultural Activities set forth above.

5.1.2. Agriculture and Agricultural Activities shall also include the following associated uses which are customary, supportive, and agriculturally compatible in Maine:

- A.** Structures associated with the production of energy for use principally on the Property and abutting land of Landowner, including Renewable Energy, wood and fossil fuel systems, and structures and facilities for the storage and treatment of animal waste;
- B.** The operation, management, conservation, improvement or maintenance of a farm and its buildings, tools and equipment;
- C.** Structures and facilities associated with irrigation, farm pond impoundment and soil and water conservation and the construction, operation or maintenance of ditches, canals, reservoirs or waterways used exclusively for agricultural purposes;
- D.** Composting and other soil enhancement activities; and
- E.** The lawful onsite disposal of animals and agricultural products raised or housed on the Property pursuant to activities permitted herein.

5.1.3. Agricultural Activities shall include Forest Management, as defined below. However, Forest Management shall be undertaken in accord with Section 6.2.3 below.

5.2. Additional Conservation Values – the Property’s substantially undeveloped frontage on Merrymeeting Bay, as set forth in Section 2 above.

5.3. Agricultural Conservation Values – The Agricultural Soils, open fields, productive forest vegetation, and water sources, as set forth in Section 2 above, that make the Property suitable for Agricultural Activities

5.4. Agricultural Soils – soils identified by the Natural Resources Conservation Service (“NRCS”) as “prime soils,” “soils of statewide importance,” “soils of local importance,” or “unique soils.”

5.5. Agritourism – Agricultural Activities carried out on the Property that members of the general public are allowed to view or participate in for enjoyment or educational purposes. Agritourism includes, but is not limited to, “harvest-your-own” activities, hay rides, farm tours, and attractions related to Agricultural Activity.

5.6. Access - A private driveway, private road, or right-of-way from public roadways to the permitted Building Areas and the structures located therein.

5.7. Accessory Structures - “Accessory Structures” for a new or existing residential Dwelling means structures such as sheds, garages, and studios, that are customarily incidental and subordinate to the Dwelling. Such structures may include or contain integrated or separate guest housing; studios; workshops; flagpoles; gazebos; generator sheds; improvements for

fresh water supply outbuildings; garages; outdoor furniture; recreational structures such as swimming pools, hot tubs, and basketball hoops; and ornaments.

5.8. Agricultural Structures– Permanent structures used primarily for the support of Agricultural Activities and not to be used for human habitation except as provided in Section 6.2.11.C(iv) below.

5.9. Agricultural Structures Area – That approximately five-tenths (.5) acre portion of the Property within which new structures may be built as permitted in Section 6.2.11 below and which is depicted on the map attached hereto as Exhibit B and identified in the Baseline Documentation Report.

5.10. Baseline Documentation Report – The report prepared pursuant to Section 10 below that documents the use and state of improvement of the Property at the time of the execution of this Easement.

5.11. Best Management Practices - Guidelines or minimum standards recommended by federal, state or county resource management agencies and universities for proper farming and forestry operations, with the goal of limiting non-point pollution of water resources and other disturbances of soil, water, and vegetative resources and to protect wildlife habitats.

5.12. Building Areas– The Farmstead Area and Agricultural Structures Area designated or provided for in this Easement within which structures may be constructed as provided herein.

5.13. Clear (for Forest Management purposes) - The removal of all or substantially all trees and shrubs with an average diameter at breast height of 2 inches or larger, where the length or width of the cleared area generally exceeds the average height of mature trees in the immediate vicinity.

5.14. Customary Rural Enterprises – Small-scale commercial enterprises that are ancillary to and compatible with Agriculture, including, but not limited to farm machinery repair, small-scale farm wineries, cafes, and shops.

5.15. Customary Rural Enterprise Structures – Nonresidential structures used primarily for Customary Rural Enterprise.

5.16. Dwelling - A structure or self-contained portion thereof designed as a single-family residential dwelling unit (including associated wells and subsurface wastewater disposal systems). A Dwelling may include an accessory apartment for household guests or employees and a home occupation or professional office for the occupant as allowed by law.

5.17. Farm Products – Those products that are grown, produced, and raised, principally (defined as more than fifty-one percent [51%] on a yearly average) on the Property, including such products that have been additionally canned, dried, graded or otherwise processed.

5.18. Farm Road – A passable roadway, surfaced in accordance with the limitations set forth in Section 6.2.8, that is suitable for Agriculture and Forestry Management equipment and uses reasonably related to the activities permitted to Landowner hereunder.

5.19. Farmstead Area - That approximately six (6) acre portion of the Property within which new structures may be built as permitted in Section 6.2.11.C below and which is depicted on the map attached hereto as Exhibit B and identified in the Baseline Documentation Report.

5.20. Farm Support Housing – Dwellings used to house farm guests, tenants and employees.

5.21. Footprint - The ground surface space occupied by a structure including, but not limited to, garages and closed and unenclosed porches and decks, as measured as a product of the outermost width and length dimensions.

5.22. Forest Management - The planting, growing, cultivation, stocking, and cutting of trees and other forest products, including the following: timber cruising; resource evaluation; herbicide, pesticide and fertilizer application; timber stand improvement; pruning; forest harvesting; forest products transportation; natural and artificial regeneration of forest stands; maple sugaring; other substantially similar and associated activities; the processing and production of firewood and forest products harvested primarily on the Property; and the construction, creation, use and maintenance of Farm Roads, skid trails and winter haul roads, turnouts, timber landings and crossings of flowing waters for such purposes, all as consistent with the terms of this Easement.

5.23. Forest Management Plan – A written plan prepared by a Maine licensed professional forester and meeting the requirements set forth in Section 6.2.3. below.

5.24. Holder – Maine Farmland Trust, Inc., its successors and assigns.

5.25. Home-Based Enterprises – Business activities that are ancillary to and compatible with Agriculture and are carried out by or at the direction of Landowner primarily from Dwellings located on the Property and within the Farmstead Area, such as a home office, an arts and crafts studio, a bed and breakfast operation, or a home day care facility.

5.26. Landowner – The original grantor of this Easement, referred to herein as Landowner, and all subsequent owners of the Property, including their executors.

5.27. Landowner Family – Landowner Family shall include (a) any spouse of Landowner and any persons related to Landowner by blood to the 4th degree of kinship or by adoption, together with spouses of family members, (b) a corporation, partnership or other entity which is wholly-owned and controlled by Landowner or Landowner's family, (c) any estate of Landowner or Landowner's family, and (d) all owners of a Landowner corporation, partnership, trust, or other entity who are related to each other by blood to the 4th degree of kinship or by adoption, together with spouses or by adoption, together with spouses of family members.

5.28. Low Impact Recreational Activities – Low-impact uses that do not involve structures or uses that threaten the agricultural use, future viability and Conservation Values of the Property, and are consistent with the Conservation Purposes, such as: exercise, sporting, and non-motorized recreational activities that are predominantly outdoor in nature, including but not necessarily limited to hunting, trapping, bird watching, biking with non-motorized bicycles, fishing, walking, hiking, running, cross-country skiing, snow shoeing, shooting, non-commercial camping, horseback riding, and similar activities, and the operation of snowmobiles on lands sufficiently covered with snow or on sufficiently frozen ground. Low Impact Recreational Activities do not include operation of dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized recreational vehicles.

5.29. Non-Essential Services – Services, such as cable and satellite television service, provided to structures as permitted herein that are not essential for the uses of the Property permitted by this Easement.

5.30. Permeable Materials – Materials that allow the percolation of water through them into the soil.

5.31. Primary Purpose – To enable the Property to remain in agricultural use by preserving and protecting its Agricultural Soils, other Agricultural Conservation Values, agricultural viability, and productivity as set forth in Section 4.

5.32. Renewable Energy – Energy generated from a source that is replaced on a human timescale by natural processes. Renewable Energy sources include, but are not limited to, sunlight, wind, geothermal heat, and biological processes.

5.33. Structure – Anything constructed or erected, the use of which requires a fixed location on or in the ground, or an attachment to something having a fixed location on the ground.

5.34. Temporary Events - Temporary or seasonal activities or events that do not harm the agricultural use, future agricultural viability, and Conservation Values of the Property.

5.35. Temporary or Minor Agricultural Structure - A non-habitable structure to be used for Agricultural Activities, including without limitation, hoop houses, pole sheds and run-in sheds, and which may be constructed on poles, or posts, but is without full footings, a foundation, or any facilities requiring a subsurface wastewater disposal system, and construction of which only requires only minor grading, but not excavation of the land.

5.36. Temporary or Minor Recreational Structure – A non-habitable structure used for Low Impact Recreational Activities, including without limitation temporary hunting blinds, tree-stands, docks, and tent platforms, and which may be constructed on poles, or posts, but is without full footings, a foundation, or any facilities requiring utilities or a subsurface wastewater disposal system, and construction of which only requires minor grading, but not excavation of the land.

5.37. Utilities – Services, such as electricity, telephone, sewer, and water, to structures as allowed herein, which are essential for the uses of the Property permitted by this Easement.

5.38. Water Rights – Water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Property.

6. RESTRICTIONS AND RESERVED RIGHTS.

6.1. Prohibited Uses. Any activity on, or use of, the Property that is inconsistent with the Primary Purpose of this Easement is prohibited. In addition, **except as permitted in Landowner’s Reserved Rights**, the following activities, acts, or uses are expressly prohibited on, over, or under the Property:

6.1.1. Division. The Property is currently comprised of one or more legal parcels as described in Exhibit A, which for purposes of this Easement shall be treated as one (1) undivided lot or parcel of land. Landowner may own the Property by joint tenancy or tenancy in common, however, except as specifically set forth in Section 6.1.1.A-D. below, the separate conveyance of a portion of the Property or the division or partition of the Property, including the recording of a subdivision plan, division partition, partition-in-kind or any other attempt to divide the said parcel into additional legal parcels is prohibited.

- A.** Lease of a portion of the Property for agricultural use shall not be considered a division of the Property for purposes of this Easement.
- B.** The construction of any structures on the Property as permitted herein shall not be considered a division of the Property, provided that title to said structures remains in the Landowner except as set forth in Section 6.2.1.B.
- C.** With the prior written Approval of Holder, Landowner may enter into boundary line agreements to resolve bona fide boundary line disputes subject to the amendment requirements of Section 11.2., provided that the total acreage of land protected under this Easement shall not be reduced by more than one quarter (1/4) acre in the aggregate without a court order.
- D.** With prior written Approval of Holder, Landowner may record a subdivision plan for the Property if it is required by state or local law or regulation for the purposes of constructing the structures permitted herein, provided however, that no lot or parcel of the Property depicted on said subdivision plan may be conveyed separately from the rest of the Property, the title thereto must remain in Landowner, and the said depicted lots or parcels shall remain subject to the terms of this Easement.

6.1.2. Use for Development. The Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Grant shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

6.1.3. Prohibited Structures. The construction or placement of any structure or improvement, including buildings, tennis or recreational courts, swimming pools, landing strips, mobile homes, asphalt or concrete pavement, towers, telecommunication tower, energy generation structures, satellite dishes, billboard or advertising displays, subsurface wastewater disposal systems or any other temporary or permanent structures or facilities on, under, or above the Property is prohibited, except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2 below.

6.1.4. Surface Alteration, Mining. Ditching, draining, diking, filling, excavating, dredging, mining, or drilling, removal of topsoil, sand, gravel, rock, stonewalls, minerals, natural gas, fuel, or any other materials, placing of soil or other substance or material, such as land fill or dredging spoils, nor any building of paved roads or change in the topography of the Property in any manner is prohibited, except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2 below. If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this Easement is executed, and their interests have not been subordinated to this Easement, the Landowner must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Section.

6.1.5. Divesting of Water Rights. The Property subject to this Easement includes all Water Rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Property. Landowner shall not transfer, encumber, sell, lease, or otherwise separate the Water Rights from the Property or change the historic use of the Water Rights without the prior written Approval of Holder except as may be permitted in Landowner's Reserved Rights. Landowner shall not abandon or allow the abandonment of, by action or inaction, any of the Water Rights without the prior written Approval of Holder.

6.1.6. Dumping. No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, sludge, or hazardous waste, shall be placed, stored, dumped, buried or abandoned on the Property in a manner that is, or may potentially be, detrimental to the Conservation Values of the Property, except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2 below.

6.1.7. Commercial and Industrial Uses. Any commercial or industrial use of the Property is prohibited, except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2. below.

6.1.8. Changes to Vegetation. Removal, destruction, or cutting of trees over 3" in diameter at breast height is prohibited, except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2 below.

6.1.9. Alteration of Water Resources. Pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor activities on the Property, that would be detrimental to water purity, or that materially alter natural water level and/or flow in or over the Property are prohibited except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2 below.

6.1.10. Recreational Vehicles. Recreational use of dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized recreational vehicles, is prohibited, except as may be permitted in Landowner's Reserved Rights.

6.1.11. Subsequent Encumbrances Contrary to Purpose. Except as provided in Section 6.2.11.C(v) below, Landowner may not grant additional easements, rights of way, licenses or permits over the Property, nor increase the scope of existing easements, rights of way, licenses or permits without the prior written Approval of Holder, based on Holder's determination, in consultation with the Chief of NRCS, that said right or interest does not materially detract from the agricultural use, future agricultural viability and Conservation Values of the Property. The grant of any conservation easements or use restrictions that are inconsistent with the purpose of this Easement is prohibited.

6.2. Landowner's Reserved Rights. Except as provided in any provision of this Easement to the contrary, Landowner reserves all customary rights and privileges of ownership, including the right of quiet enjoyment of the Property, as well as any other rights

not inconsistent with the Purpose of this Easement and not specifically prohibited or limited by this Easement.

Without limiting the generality of the foregoing, the following activities and uses are hereby deemed by the Landowner and Holder to be consistent with the Purpose of this Easement, and are expressly permitted to be carried out on the Property in a manner that minimizes negative impact on the productivity of the Agricultural Soils and the other Conservation Values protected by this Easement.

6.2.1. Mortgage and Convey.

- A.** The right to sell, give, mortgage, lease, devise, or otherwise convey the Property, provided such conveyance is subject to the terms of this Easement and Notice is provided to Holder as described in Section 9.1.
- B.** The right to grant a security interest in any removable structure located on the Property, provided that the foreclosure and removal of said removable structure shall not materially damage the Property.

6.2.2. Agricultural Activities. The right to use the Property for Agriculture and Agricultural Activities or to permit others to use the Property for Agriculture and Agricultural Activities, in accordance with applicable law. Agriculture and Agricultural Activities, including forest management and the clearing of presently forested land for pasture or crop production, shall be conducted in a manner consistent with the Agricultural Land Easement Plan discussed in subsection A below, and generally accepted best management practices as those practices may be identified from time to time by appropriate governmental or educational institutions and in a manner not wasteful of soil resources or detrimental to water quality or conservation. Nothing in the foregoing shall be interpreted as relieving Landowner from conducting all agricultural practices in accordance with applicable law.

Notwithstanding the foregoing, activities related to Forest Management shall be subject to Section 6.2.3. below. Structures related to Agriculture and Agricultural Activities are limited and governed by Section 6.2.11 below.

A. Agricultural Land Easement Plan. As required by 16 U.S.C. Section 3865a, Agricultural Activities and related uses of the Property are subject to an Agricultural Land Easement Plan (hereinafter “ALE Plan”), as approved by NRCS, to promote the long-term viability of the land to meet the ALE purposes. The ALE Plan must also be approved by the Landowner and the Holder. Landowner agrees the use of the Property will be subject to the ALE Plan on the Property.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the Conservation Purposes of this Easement. The Holder and Landowner agree to update the ALE Plan in the event the agricultural uses of the Property change. A copy of the current ALE Plan is kept on file with the Holder.

The Holder must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to

update the ALE Plan, NRCS may notify the Holder. NRCS will give the Holder and Landowner a reasonable amount of time, not to exceed 180 days, to take corrective action. If Holder fails to enforce the terms of the Easement, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

6.2.3. Forest Management.

A. The right, subject to the requirements of Sections B and C. below, to conduct Forest Management on the Property. All Forest Management shall be conducted, to the extent reasonably practicable, in accordance with the following goals and in a manner not detrimental to the Conservation Purposes of this Easement:

- (i) Maintaining and improving soil productivity;
- (ii) Protecting water quality, wetlands, and riparian zones; and
- (iii) Conducting harvest on a sustained-yield basis.

B. Except as specifically set forth in subsection D below, Forest Management shall be conducted in accordance with a Forest Management Plan prepared by a licensed professional forester or by another qualified person approved in advance by Holder. The Forest Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence. The Forestry Management Plan shall include the following:

- (i) A statement of Landowner objectives;
- (ii) Forest type map showing stands related to the prescriptions provided in the Forest Management Plan;
- (iii) A map showing soil types as determined by the USDA Natural Resource Conservation Service or its successor agency, Access roads and Farm Roads, wetlands, and surface waters;
- (iv) Prescriptions for each described stand, including commercial and non-commercial treatments;
- (v) Explanation of how wetlands, riparian areas, and soils will be protected during road construction and other soil-disturbing activities and the implementation of stand prescriptions; and
- (vi) A statement addressing how the prescriptions contained in the Forest Management Plan address the goals set forth in Section A of this Easement.

C. At least seven (7) days prior to harvesting, the Landowner shall submit to Holder a copy of the Forest Management Plan together with a written certification, signed by a licensed professional forester or by another qualified person approved in advance by Holder, that the Forest Management Plan has been prepared in compliance with the terms of this Easement. In the event that Holder is already in possession of a then-current Forest Management Plan for the Property, Holder may waive the requirement that Landowner re-submit the Forest Management Plan prior to harvesting.

D. Forest management activities are permitted without a Forest Management Plan for the following purposes:

- (i) To clear land as necessary for the location or construction of structures and improvements permitted herein;

- (ii) To control unusually damaging insects and diseases and to restore forested areas damaged by natural disasters, upon written recommendation of a licensed professional forester;
- (iii) To prevent personal injury and property damage;
- (iv) To create Farm Roads as permitted pursuant to Section 6.2.8. below;
- (v) To clear forested land for pasture or crop production in accordance with a Conservation Plan prepared by the USDA Natural Resources Conservation Service, or its successor, or other plan approved in advance by Holder;
- (vi) To harvest annually an amount of wood equal to the number of forested acres on the Property multiplied by 0.5 cords (or equivalent board footage), up to a maximum of 10 cords unless Holder has provided prior written approval of an amount in excess of this maximum.

6.2.4. Low Impact Recreational Activities. The right to conduct outdoor Low Impact Recreational Activities compatible with the Purpose of this Easement. Landowner shall also retain the right to use and operate motorized vehicles on the Property for private, non-commercial recreational purposes, provided however, that such use shall be limited in extent and location so as minimize negative impact on productivity of the Agricultural Soils and other Conservation Values of the Property.

6.2.5. Customary Rural Enterprises, Home-Based Enterprises, Agritourism, and Temporary Events. The right to operate and undertake Customary Rural Enterprises, Home-Based Enterprises, Agritourism, and Temporary Events provided that such activities shall have minimized negative impacts on the productivity of the Agricultural Soils and the other Conservation Values protected by this Easement or on the agricultural viability of the Property.

6.2.6. Necessary Vehicles. As reasonably necessary in connection with permitted uses, activities, management, and protection of the Property, the right to use and operate vehicles including, but not limited to, cars, trucks, off-road vehicles, Forestry Management equipment, emergency and rescue vehicles, maintenance equipment, and other equipment. Notwithstanding the foregoing, and except as provided in Section 6.2.4 above, the right to use all-terrain vehicles and other motorized recreational vehicles shall not be construed to include their use by the general public or for general recreational purposes, as distinguished from oversight and management of the Property or the reasonable exercise of activities permitted to Landowner on the Property.

6.2.7. Access and Paving. The right to repair, maintain, and use Access roads, together with the right, upon prior written Approval of Holder, to construct and relocate Access roads. Said Access roads and areas within the Building Areas for permitted vehicular use and parking may be paved. Said Access roads and parking areas shall, to the extent possible, be sited and constructed so as to have minimized negative impact on the Conservation Values of the Property. Paving of locations outside the Building Areas may only be undertaken with prior written Approval of Holder, based on Holder's determination that said paving will have minimized negative impact on the productivity of the Agricultural Soils and the other Conservation Values protected by this Easement or on the agricultural

viability of the Property. Any paving permitted by this Easement shall be subject to the limitation on Impervious Surface set forth in Section 6.2.12 below.

6.2.8. Farm Roads and Trails. The right to repair, maintain, and use unpaved paths, trails, Farm Roads, together with the right, upon prior written Approval of Holder, to construct and relocate said unpaved paths, trails, and Farm Roads in furtherance of the activities permitted herein. However, the use of any on-site materials must be done in a manner that is limited in scope and has minimized negative impact on the Conservation Values of the Property. All such paths, trails, and Farm Roads shall be constructed with permeable materials, including but not limited to sand, gravel, shell, rock, or crushed stone and subsurface synthetic stabilization materials and located and constructed to minimize negative impact on Agricultural Soils and other Conservation Values of the Property. With prior written Approval of Holder, impermeable surfaces may be used where necessary for erosion control in accordance with Section 6.2.10 below.

6.2.9. Use of Water Resources. The right to use, maintain, establish, construct, and improve wells and other water sources, water courses and water bodies within the Property solely for the uses permitted by this Easement. Landowner may alter the natural flow of water over the Property in order to improve drainage of fields, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alterations are sited and constructed to have minimized negative impact on the Conservation Values protected by this Easement and the agricultural viability of the Property, and are undertaken in accordance with any applicable Forest Management Plan or other conservation plan. Landowner shall provide Holder with prior written Notice before undertaking any major construction, reconstruction or other improvements permitted under this Section.

6.2.10. Erosion Control. The right to remove, place, or replace soil, ground material or impermeable surface to control and reduce soil erosion, preserve man-made wetlands, restore or remove dams, and restore man-made ponds at their existing locations as depicted in the Baseline Documentation Report or reports generated by Holder after monitoring the Property pursuant to Section 7.3.1. below. Such modifications shall only be conducted as part of a Forest Management Plan or other conservation plan in furtherance of Agricultural Activities and/or Forestry Management.

6.2.11. Permitted Structures. The right to undertake construction, reconstruction, of structures on the Property *only* as provided below. All construction and reconstruction of structures shall be sited and constructed so as to minimize negative impact on productivity of the Agricultural Soils and other Conservation Values protected by this Easement and the agricultural viability of the Property, and must be performed subject to the limitation on impervious surface set forth in Section 6.2.12. Nothing in the foregoing shall be construed to relieve the Landowner of Landowner's obligation to conduct all such construction in accordance with applicable law.

A. Fences and Walls. Existing fences and stone walls may be removed, repaired, and replaced and new fences and stone walls may be built on the Property for Agricultural Activities and for security of structures on the Property, and to define boundaries, without Notice or Approval of the Holder.

B. Existing Structures. Any existing structures on the Property as of the date of the grant of this Easement are documented in the Baseline Documentation Report. Said existing structures may be repaired and replaced on their current Footprints at their current location or at a new location within the Building Area in which they were originally constructed or located without Notice or Approval of Holder. Landowner may only enlarge an existing structures beyond thirty percent (30%) of said existing structure's footprint only with the prior Approval of Holder. Once structures are constructed pursuant to Section 6.2.11.C below, they shall thereafter be considered existing structures and shall be governed by this Section 6.2.11.B.

C. New Structures.

(i) Temporary or Minor Agricultural and Temporary or Minor Recreational Structures. Anywhere on the Property, without prior Notice to Holder, Landowner may place or construct Temporary or Minor Agricultural Structures and Temporary or Minor Recreational Structures.

(ii) New Agricultural Structures.

(a) Within Building Areas. Within the Building Areas, upon Notice to Holder, Landowner may construct new Agricultural Structures.

(b) Outside of Building Areas. Landowner may only construct new Agricultural Structures outside the Building Areas only with prior written Approval of Holder. Landowner shall submit a request for Approval to Holder to construct any new Agricultural Structures outside the Farmstead Area, which request shall include the reasons why locating the proposed structure within the Farmstead Area is impossible or impractical.

(iii) New Residential Dwelling. Within the Farmstead Area, upon Notice to Holder, Landowner may construct no more than one new single-family residential Dwelling together with Accessory Structures appurtenant to said residential Dwelling.

(iv) Farm Support Housing. Within the Building Areas, upon Notice to Holder, new Farm Support Housing may be constructed within an existing structure, including Agricultural Structures, or as a separate structure. Structures constructed for Farm Support Housing shall not exceed seven hundred fifty (750) square feet in Footprint without prior written Approval of Holder, which shall be given only in Holder's sole discretion.

(v) Utilities, Non-Essential Services and Subsurface Wastewater Disposal Systems. Wires, lines, pipes, cables, or other facilities providing Utilities, Non-Essential Services, and subsurface wastewater disposal systems necessary to serve the uses and structures permitted herein may be installed, maintained, repaired, removed, relocated, or replaced, and, upon prior written approval of Holder in consultation with the Chief of NRCS, Landowner may grant easements over and under the Property as necessary for installation of said Utilities and Non-Essential Services. Holder's approval shall be contingent upon a determination that the said easement for Utilities and Non-Essential Services will not adversely affect the agricultural use and future viability, and related Conservation Values,

of the Property. Notwithstanding the foregoing, subsurface wastewater disposal systems and Non-Essential Services may not be installed to serve Temporary or Minor Agricultural Structures or Temporary Recreational Structures. To the extent possible, Utilities, Non-Essential Services and subsurface wastewater disposal systems shall be limited to the Building Areas and the existing Access on the Property.

(vi) Customary Rural Enterprise Structures. Within the Building Areas, upon prior written Approval of Holder, Landowner may construct Customary Rural Enterprise Structures.

(vii) Ancillary Structures. Anywhere on the Property, and without Notice to Holder, the Landowner may construct and place minor accessory structures including but not limited to roosting, watering, feeding, and nesting shelters for wildlife; benches; tree houses; and identification or educational signs associated with Agricultural Activities, Agritourism, and other permitted uses of the Property.

6.2.12. Limitation on Impervious Surfaces. Impervious surfaces will not exceed **seven (7) percent** of the Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Holder by this Easement.

7. HOLDER'S AFFIRMATIVE RIGHTS. To accomplish the Purpose of this Easement, the following rights are conveyed to Holder, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to Holder.

7.1. The right to preserve and protect the Conservation Values of the Property;

7.2. The right to prevent the Landowner or third persons (whether or not claiming by, through, or under the Landowner) from conducting any activity on or use of the Property that is inconsistent with the Purpose of this Easement and to require Landowner or third persons to restore such areas or features of the Property that may be damaged by any inconsistent activity or use in violation of this Easement to a condition substantially similar to that which existed prior to such violation, including the removal of offending structures or vegetation.

7.3. The right to enforce this Easement in the case of violation of its terms by Landowner or by third persons (whether or not claiming by, through, or under Landowner) by appropriate legal and equitable proceedings as follows:

7.3.1. Right of Entry. Holder shall have the right to enter upon the Property, including use of aircraft and unmanned aerial vehicles over the Property, at reasonable times and upon reasonable notice for the purpose of: (1) monitoring the Property and inspecting for compliance with the terms of this easement; (2) documenting Landowner's compliance with this easement and the condition of the Property through photographs and other forms of visual media; and (3) taking any and all actions with respect to the Property as may be necessary or appropriate, with or without order of court, to document, remedy, or abate violations hereof.

7.3.2. Right of Action. In the event that Holder becomes aware of a violation of the terms of this Easement, Holder shall give written notice, together with a description of the violation, to Landowner and request corrective action sufficient to abate such violation and restore the Property to a condition substantially similar to that which existed prior thereto. Failure by Landowner to: (1) discontinue or cure such violation within the time period reasonably specified in such notice; (2) promptly begin good faith efforts to discontinue, abate, or cure such violation where completion of such action cannot be reasonably accomplished within the specified time period and to diligently continue such efforts until completion; or (3) initiate and continue such other corrective action as may be reasonably requested by Holder, shall entitle Holder to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement seeking to:

- A.** Require the restoration of the Property to a condition substantially similar to that which existed prior thereto, including the removal of offending structures;
- B.** Enjoin any noncompliance by temporary or permanent injunction without the need for demonstrating irreparable harm or injury to the interests of the Holder, it being agreed that Holder will have no adequate remedy at law;
- C.** Recover any damages arising from such violation or noncompliance, including damages for the loss of the Conservation Values protected by this Easement; and
- D.** Recover costs.

Such damages, when recovered, may be applied by the Holder in its sole discretion, to corrective action on the Property.

7.3.3. Multiple Owners. Where the Property is owned by more than one Landowner, all such Landowners of the Property or portion thereof are jointly and severally liable for the violation of the terms of this Easement regardless of the form of ownership.

7.3.4. Emergency Enforcement. Notwithstanding the foregoing, if Holder, reasonably and in good faith, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Holder may pursue its remedies, including an action to enjoin the violation, *ex parte* if necessary, through temporary or permanent injunction, without prior notice to Landowner or without waiting for the period for cure to expire. Holder shall provide Landowner with such notice as is reasonably possible under the circumstances, of all actions undertaken or to be undertaken pursuant to this subsection.

7.3.5. Forbearance Not a Waiver. Any forbearance by Holder in the exercise of its rights under this Easement or its rights arising from breach of any term hereof shall not be deemed or construed to be a waiver by Holder of such term or of any subsequent breach of the same or any other term of this Easement or of any of Holder's rights hereunder. No failure, delay or omission by Holder in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver, and the Landowner hereby waives any defense of laches, prescription or estoppel.

7.3.6. Acts Beyond Landowner's Control/Acts of Third Parties.

A. Acts Beyond Landowner's Control. Nothing contained in this Easement shall be construed to entitle Holder to bring any action against Landowner for any injury to or change in the Property resulting from causes beyond Landowner's control, including, without limitation, natural catastrophes, such as flood, storm, and earth movement, or from any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to any person or the Property resulting from such causes.

B. Acts of Third Parties.

(i) Acts with Landowner's Authority. Landowner shall be responsible for any injury to or change in the Property resulting from acts or omissions of persons acting on behalf of Landowner, at Landowner's direction or with Landowner's permission or license, and Holder shall be entitled to proceed under Section 7.3 against Landowner for events or circumstances of non-compliance with any covenant, term, condition or restriction of this Easement resulting from such acts or omissions.

(ii) Acts without Landowner's Authority.

(a) Landowner shall not be responsible for injury to or change in the Property resulting from acts or omissions of third parties not covered by Subsection (i) above.

(b) Both Landowner and Holder shall have all rights and remedies existing at law or in equity to proceed against any third party damaging the Property. Landowner shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Property or that are otherwise inconsistent with the Conservation Purposes of this Easement.

(c) *Restoration Damages.* As to any claims for money damages against such third parties, Landowner shall have the primary right to proceed against third party wrongdoers for damages based on costs to restore the Property to its condition before the wrongful acts or omissions caused damage to the Property, and any damages recovered based on such costs to restore the Property shall be used, net of all legal fees and other litigation costs attributable to the claim for damages based on restoration costs, entirely for restoration of the Property to the maximum extent possible. If Landowner elects not to proceed with any such claim against any such third party or if Landowner pursues a claim but elects not to seek money damages based on restoration costs, Holder shall be entitled to pursue such claim and to seek such damages against such third parties, and if Holder so requests, Landowner shall assign to Holder its rights to seek such money damages based on restoration costs. Any recovery of damages from such third parties based on restoration costs, after deducting all legal fees and other litigation costs attributable to the claim for damages based on restoration costs, shall be applied by Landowner to remediation of the damage to the Property. Holder shall not be entitled to carry out any such restoration, but if Holder has recovered money damages attributable to restoration costs, Holder shall pay over to Landowner the damages received net of litigation expense and Landowner shall use such funds for restoration. Holder may require Landowner to provide, at least annually, complete accountings for use of such funds.

(d) *Other Damages.* If a third party's wrongful act or omission damages the Property in ways that cannot be remedied by restoration of the Property to its condition prior to the wrongful acts or omissions, each of the Parties may pursue its own claim for damage to its adversely affected property rights and shall be entitled to whatever damages are awarded on account of that damage. In the event of an award in such a

proceeding for damages to the fee interest and to the property interest represented by this Easement which award does not specify how the award is to be allocated between Landowner and Holder, the total proceeds, after deduction of each Party's litigation expenses, shall be divided in accordance with the proportionate values of Landowner's and Holder's interests on the same bases as specified in Section **Error! Reference source not found.** below.

7.3.7. Costs. Recognizing that Holder is a charitable organization with limited resources and that Holder has a duty to protect the Property and property rights it holds in the public interest, Landowner agrees to reimburse Holder for all reasonable costs incurred by Holder in enforcing this Easement or in taking reasonable measures to remedy or abate any violation hereof by Landowner, including without limitation the costs of investigations, negotiation, mediation, arbitration, settlement, and suit (including reasonable expert and attorneys' fees); provided that a violation of this Easement is acknowledged by Landowner or determined to have occurred by an arbitrator or court of competent jurisdiction, as the case may be. Holder agrees to reimburse Landowner for all such costs incurred by Landowner in defense of any claim or action brought by Holder in connection with any alleged violation hereof by Landowner, provided that Holder acknowledges in writing that such claim or action was without merit or if an arbitrator or court of competent jurisdiction, as the case may be, affirmatively determines that Holder was acting unreasonably or frivolously in initiating a legal action to enforce this Easement.

7.3.8. United States Right of Enforcement.

A. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the Easement are not enforced by the Holder. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Holder, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

B. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Landowner, including, but not limited to, attorney's fees and expenses related to Landowner's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Holder, including, but not limited to, attorney's fees and expenses related to Holder's failure to enforce the easement against the Landowner up to the amount of the United States contribution to the purchase of the Easement.

C. The Holder will annually monitor compliance and provide the United States with an annual monitoring report that documents that Landowner is in compliance with the Easement and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of

inspection and enforcement of the Easement, the ALE Plan, and the United States Cooperative Agreement with the Holder, the United States will have reasonable access to the Protected Property with advance notice to Holder and Landowner or Landowner's representative.

D. In the event of an emergency, the United States may enter the Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Holder and Landowner or Landowner's representative at the earliest practicable time.

7.3.9. Fields.

A. Unless otherwise agreed in writing by Holder, Landowner shall maintain the fields on the Property, as depicted on Exhibit B and described in the Baseline Documentation Report, such that they are kept open and not permitted to become forestland. Where planted with fruit or nut bearing trees, Christmas trees, other ornamental trees or shrubs, the fields shall be considered to be maintained so long as Landowner is actively managing said trees or shrubs. Indications of active management shall include, but are not limited to: mulching; fertilization; trimming or pruning; mowing between and around trees and shrubs; culling diseased, unproductive, or unmarketable trees or shrubs; and harvesting fruits, nuts, trees or shrubs.

B. In the event that Landowner fails to maintain the fields on the Property, as depicted on Exhibit B and described in the Baseline Documentation Report, Holder has the right to enter the Property and maintain the fields, either by periodic mowing, haying, bush hogging, or by other means mutually agreed to by Landowner and Holder. Holder may dispose of the byproducts of such operations to defray the expense of undertaking such actions. Income in excess of expenses for such maintenance operations shall be dedicated to Holder's stewardship fund. Holder shall provide Landowner written notice at least sixty (60) days prior to conducting any field management operations, should Landowner desire to take action to maintain the fields at Landowner's own expense.

7.3.10. Boundaries. Holder is hereby granted the right to require Landowner to keep the boundaries of the Property and the Building Areas sufficiently marked to permit Holder to accurately identify their location. In the absence of such accurately marked boundaries, Holder has the right to require Landowner to commission, at Landowner's expense, a survey to determine any boundary or boundaries in question. Holder shall have the right to place small markers along the perimeter of the Property, after notice to Landowner, indicating its status as land under the conservation protection of Holder.

8. NOTICES, APPROVALS, and DISCRETIONARY CONSENT.

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

To Landowner: Bethany L. Allen and Eric R. Ferguson
 304 Pork Point Road
 Bowdoinham, ME 04008

At the address of the owner(s) of record as noted hereinabove or as provided by Landowner in writing.

To Holder: Maine Farmland Trust, Inc.
 97 Main Street
 Belfast, ME 04915

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

8.2. Notice and Requests for Approval. Any use or activity requiring Notice to or Approval of the Holder shall be subject to the terms and conditions of the applicable subsections under which such notice is required or approval is requested as well as the terms and conditions of this subsection. If Notice to Holder is required, but not Approval, Landowner shall notify Holder in writing at least ten (10) days prior to the date Landowner intends to undertake the activity in question. The Notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Holder to determine whether such activity is in conformity with the terms and Purpose of this Easement and in conformity with the applicable section(s) under which such right is reserved or approval granted. If Approval is required, such Approval shall in all cases be obtained by Landowner prior to Landowner's taking the proposed action. Failure to request required Approval prior to commencing an activity shall constitute a material breach of this Easement. Where municipal regulatory approval is required, the Landowner will submit the site and/or plot plan of any proposed new construction to the Holder prior to submitting such documents for regulatory approval(s).

Holder shall evaluate Landowner's requests for Approval in accordance with applicable Maine law and the Code. Holder shall only grant Approval to Landowner where Holder determines that the proposed action is not inconsistent with the Purpose of this Easement, and is consistent with any applicable Best Management Practices. In the event Holder withholds Approval, it shall notify Landowner in writing with reasonable specificity of its reasons for withholding Approval, including a denial because of a need for additional information, and the conditions, if any Holder, on which Approval might otherwise be given. Holder may impose such conditions on Approvals as are reasonably required to protect the Conservation Values of the Property consistent with the Conservation Purposes of this Easement, including that

Landowner provide reasonable prior notice of the commencement of any activity approved under this subsection.

Where Holder's Approval is required, Holder, acting in good faith, shall approve or withhold its approval in writing within sixty (60) days of receipt of Landowner's written request. Holder may establish reasonable conditions for the conduct of activities approved under this provision. The failure of Holder to respond in writing within such sixty (60) days of receipt of the written request shall be deemed to constitute Approval by Holder of the request as submitted only if (1) Landowner has proof of receipt of the written request by Holder, (2) the request sets forth the provisions of this subsection relating to deemed approval after the passage of time, and (3) the requested activity is not specifically prohibited by nor inconsistent with the limitations on such activities contained in this Easement.

In addition to the foregoing, where Notice or Approval is not otherwise required by this Easement, Landowner agrees to notify Holder before exercising any right that may have an adverse impact on the conservation interests associated with the Property as required by Title 26, Code of Federal Regulations, Sections 1.170A-14(g)(5)(ii).

8.3. Discretionary Consent. Recognizing that Agricultural and Forestry Best Management Practices, agricultural markets and technologies, climate and the ecological state of the region, and scientific knowledge will change over time, Holder's consent for activities otherwise restricted or prohibited may be given if Holder determines, in its sole and absolute discretion, that due to: (1) disease, pests, fire, storm or natural disaster; (2) changes in scientific knowledge, technology, or best agricultural or forestry land management practices; (3) the existence of threatened or endangered species on or abutting the Property; (4) changes in climate affecting the ecological condition of the surrounding area or ecological system; or (5) other unforeseen circumstances, such activities further and are consistent with the Conservation Purposes of this Easement. In addition, Holder may grant Approval for activities that have not been foreseen or contemplated by the parties that further and are consistent with the Purpose of this Easement. Such consent may be (1) revocable at the Holder's discretion and (2) limited in duration. Holder shall have no right or power to approve any proposed activity that would result in the termination of this Easement, be inconsistent with the Purpose of this Easement or allow additional development rights, other than development rights that are reasonably required for Agricultural Activities, environmental enhancement or related education, to accrue to the benefit of the Property. All requests for Approval shall be in writing and shall describe the proposed activity in sufficient detail to allow Holder to judge the consistency of the proposed activities with the Purpose of this Easement. Holder shall not be liable for any failure to grant Approval to Landowner under this subsection.

9. ONGOING RESPONSIBILITIES, COSTS AND LIABILITIES.

9.1 Transfer of Property. The Landowner agrees that the terms, conditions, restrictions and Conservation Purposes of this Easement will either be incorporated by reference or inserted by the Landowner in any subsequent deed or other legal instrument by which the Landowner divests himself/herself of any interest in all or part of the Property. Failure of the Landowner to incorporate such terms shall not affect the enforceability of this Easement. Landowner shall provide Notice of said planned conveyance to Holder in writing at

least thirty (30) days, before conveying the Property or an interest therein, other than a mortgage, to any third party.

9.2 Taxes. Landowner shall be solely responsible for payment of all taxes and assessments levied against the Property. If Holder is ever required to pay any taxes or assessments on the Property in order to protect its interests, Landowner will reimburse Holder for the same. Such payment shall constitute a lien on the Property of the same priority as the item would have become if not paid.

9.1. Upkeep and Maintenance. Landowner shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Holder shall have no obligation for the upkeep or maintenance of the Property. Holder shall be liable for Holder's monitoring activities that do not constitute corrective action. If Holder discovers that corrective action is necessary, Landowner shall be responsible for all costs associated with such corrective action as provided herein.

9.2. Compliance With Law. Nothing in this Easement relieves Landowner of any obligation with respect to the Property or easement on the use of the Property imposed by law, including the obligations and responsibilities to obtain any and all applicable federal, state, and local governmental permits and approvals, if necessary, to exercise Landowner's retained rights and uses of the Property even if consistent with the Purpose of this Easement.

By its acceptance of this Easement, Holder does not undertake any liability of obligation relating to the Property, including without limitation any responsibility for compliance with Hazardous Materials or other Environmental Laws and regulations.

10. BASELINE DOCUMENTATION REPORT. The Conservation Values of the Property and its current use and state of improvement are described in a report, including maps, photographs, and other documentation prepared by or on behalf of Holder and certified by the Landowner. Landowner and Holder shall maintain copies of the Baseline Documentation Report. The Baseline Documentation Report may be used by Holder to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Holder or Landowner of other evidence to establish the condition of the Property as of the date of this Easement. If after the date of this Easement, the Holder wishes to supplement or amend the Baseline Documentation Report, the Holder may do so and the Landowner may certify the Baseline Documentation Report as supplemented or amended.

11. GENERAL PROVISIONS.

11.1 Assignment. Holder shall have the right to assign this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under Maine Conservation Easement Act, Section 476(2), provided the transferee expressly agrees to assume the responsibility imposed on Holder by this Easement. If Holder ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement.

11.2 Amendment.

11.2.1 Landowner and Holder recognize that rare and extraordinary circumstances could arise which warrant modification of certain of the provisions of this Easement. To this end, subject to more restrictive laws and regulations, if any, Landowner, Holder, and the United States have the right to agree to amendments to this Easement without prior notice to any other party, provided that, in the sole and exclusive judgment of Holder and the United States, by and through the Chief of the NRCS, such Amendment does not violate the restrictions in Section 11.2.2, enhances or does not materially detract from the Conservation Values intended for protection under this Easement, is consistent with the purposes of this Easement, and complies with all applicable laws and regulations. Amendments will become effective upon recording at the applicable County Registry of Deeds, and any purported amendment that is recorded without the prior approval of the United States is null and void. Nothing in this Section shall require the Landowner or the Holder to agree to any amendment or to negotiate regarding any amendment.

11.2.2 Notwithstanding the foregoing, except as provided by § 477-A(2) of the Maine Conservation Easement Act, by which a Conservation Easement may be amended by court approval in an action in which the Attorney General is made a party, Holder and Landowner have no right or power to approve any action or agree to any discretionary approval or amendment that would

- A. materially detract from the Conservation Values intended for protection under this Easement;
- B. limit the term or result in termination of this Easement; or
- C. adversely affect the qualification of this Easement or the status of the Holder under applicable laws, including the Maine Easement Act and Sections 170(h), 501(c)(3), 2522, and 2031(c) of the Code, successor provisions thereof and regulations issued pursuant thereto.

11.3 Extinguishment and Condemnation.

11.3.1 The Parties agree that the grant of this Easement creates a property right that vests immediately in Holder. The parties further agree that this property right as of the date of its creation has a fair market value that is equal to the percentage by which the fair market value of the unrestricted property as a whole as valued in accordance with Title 26, Code of Federal Regulations, Sections 1.170A-14(g)(6)(ii), is reduced by the terms and conditions imposed by this Easement, as of the date of the execution of this Easement (hereinafter the “Proportional Share”).

11.3.2 If either Holder or Landowner receives notice of the actual or threatened exercise of the power of eminent domain (hereinafter a “Taking”) with respect to any interest in or any part of the Property, the party who receives the notice shall promptly notify the other and the United States, and the parties may proceed jointly or any party may at its discretion take such legal action as it deems necessary to: (a) challenge the Taking; (b) challenge the

amount of allocation of any award tendered by the Taking authority; or (c) otherwise participate in, challenge or appeal such proceedings, findings or awards. Any third party counsel and consultants (including appraisers) hired by either party shall be reasonably acceptable to the other party. Each party shall be responsible for its own costs and legal fees, absent written agreement of the parties.

11.3.3 This Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction, including a Taking in accordance with Section 11.3.2 above. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the Conservation Purposes of this Easement are impossible to accomplish, and if the Landowner and Holder agree to the extinguishment or termination. Furthermore, the interests and rights under this Easement may only be extinguished or terminated with written approval of the the United States. Due to the Federal interest in this Easement, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Property. Should this Easement be terminated or extinguished as provided in this Section, in whole or in part, Landowner shall cause to be paid to Holder and United States no less than the Proportionate Share of the fair market value of the land unencumbered by this Easement. The fair market value will be determined at the time all or a part of this Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Holder and the United States. The allocation of the Proportionate Share between the Holder and the United States will be as follows: (a) to the Holder or its designee, fifty seven and six tenths (57.6) percent of the Proportionate Share; and (b) to the United States forty two and four tenths (42.4) percent of the Proportionate Share. If proceeds from termination, extinguishment, or condemnation are paid directly to Holder, the Holder must reimburse the United States for the amount of the Proportionate Share due to the United States. In addition to the Proportionate Share of any proceeds from termination, extinguishment, or condemnation, Landowner must reimburse to Holder any supplementary proceeds as may be required under Section 477-A(2)(B) of the Maine Conservation Easement Act, provided that the United States collects its share as provided in this Section. Specifically, Landowner must reimburse to Holder any amount by which the increase in value of the Landowner's estate resulting from such termination, extinguishment, or condemnation exceeds the Proportionate Share, as such increase may be determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Landowner and Holder. Holder shall use its share of the proceeds or other moneys received under this subsection in a manner consistent, as nearly as possible, with the stated, publicly beneficial Conservation Purposes of this Easement. Landowner agrees that Holder and United States may, and authorizes Holder and United States to, record a notice of a lien on the Property which lien will be effective as of the date of such extinguishment, to secure its rights under this Section.

11.4 Applicable Law. This Easement is created pursuant to Title 33, M.R.S.A., Sections 476 through 479-C, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine, regardless of any conflict of law provisions.

11.5 Interpretation. This Easement shall be interpreted under the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the Conservation Purposes of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Easement and the application of such provision to any other person or in any other circumstance, shall remain valid.

11.6 Non-Waiver. No waiver by Holder of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be binding unless executed in writing by the party making the waiver.

11.7 Compliance. A person or entity's obligations hereunder as Landowner will cease, if and when such person or entity ceases to have any present, partial, contingent, collateral or future interest in the Property, but only to the extent that the Protected Property is then in compliance herewith. Responsibility of Landowner for breaches of this Easement that occur prior to transfer of title will survive such transfer; provided that the new Landowner shall also be responsible for bringing the Property into compliance unless Holder in writing releases the new Landowner.

11.8 Estoppel Certificates. Upon written request of Landowner and at Landowner's expense, Holder shall, within a reasonable time after such request, inspect the Property and shall provide a Compliance/Estoppel Certificate that indicates the extent to which, to the best of Holder's knowledge, the Property is in compliance with the terms of this Easement.

11.9 Severability. If any provision of this Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Easement and the application of such provision to any other person or in any other circumstance, shall remain valid.

11.10 Potential Increase in Value Acknowledged. In making this Easement, Landowner has considered the fact that uses prohibited hereby may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Landowner and Holder that any such changes not be deemed to be changed conditions permitting alteration or termination of

this Easement.

11.11 Subsequent Liens On Property, Liens Subordinated.

Landowner has the right to use the Property as collateral to secure repayment of debt, provided that any lien or other rights granted for such purpose, regardless of date, are subordinate to Holder's rights under this Easement. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any subsequent lien or other interest in the Property.

11.12 Entire Agreement. This instrument sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, understandings or agreements relating to this Easement.

11.13 General Disclaimer and Landowner Warranty to the United States.

The United States, its employees, agents, and assigns disclaim and will not be held responsible for Holder's or Landowner's negligent acts or omissions or Holder's or Landowner's breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Landowner must indemnify and hold harmless United States, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Landowner's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Agricultural Land Easement Deed or violations of any Federal, State, or local laws, including all Environmental Laws.

11.14 Liability and Indemnification.

Landowner acknowledges that Holder has no possessory rights in the Property, nor any responsibility or right to control, maintain, or keep up the Property. Landowner is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Property. If the Holder is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, the Landowner shall indemnify and reimburse the Holder for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, unless Holder or any of its agents have committed a deliberate act that is determined by a court to be the cause of the injury or damage.

11.15 Environmental Warranty. Nothing in this Easement shall be construed as giving rise to any right or ability in Holder to exercise physical or management control over the day-to-day operations of the Property, or any of Landowner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA) or any corresponding state and local statute or ordinance.

Landowner warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Landowner further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Landowner warrants the information disclosed to Holder and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Landowner hereby promises to hold harmless and indemnify Holder and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Landowner or any other prior owner of the Protected Property. Landowner's indemnification obligation will not be affected by any authorizations provided by Holder or the United States to Landowner with respect to the Protected Property or any restoration activities carried out by Holder at the Protected Property; provided, however, that Holder will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Holder.

"Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

If at any time after the date of this Easement there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal,

state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Landowner agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

12 OPTION AND RIGHT TO PURCHASE

12.1 Holder shall have an option to purchase the Property at its agricultural value in accordance with terms and provisions of this Section 12 (which option shall be referred to herein as the “Option”). This Option is an integral part of this Easement and constitutes a restriction and a right and interest in real property that runs with the land. This Option shall be perpetual in duration and is given on the following terms and conditions.

12.2 Option Trigger; Exceptions. Landowner shall not sell, transfer or convey the Property, in whole or in part, without first offering the Property for sale to Holder as provided herein, however, the following described transactions shall not trigger Holder’s rights under this Option:

12.2.1 Any mortgage, pledge, or other assignment of the Property to a lender as security for indebtedness, provided the Holder’s interest under this Option is treated as an interest in real estate such that, in the event of foreclosure, Holder is deemed a necessary party defendant in such foreclosure case and has the right to redeem the Property from the foreclosure action; and

12.2.2 Any conveyance by the Landowner to Landowner’s Family (as defined in Section 5 above) by gift, inheritance, sale or other transfer; and

12.2.3 Any conveyance of the Property to a person who presently earns at least one-half of his or her annual gross income from the “business of farming,” as that term is defined in Regulation 1.175-3 issued under the Internal Revenue Code of 1986 and who, in connection with the farming operations of the Property, will continue to earn at least one-half of his or her annual gross income from the business of farming (“a Qualified Farmer”); and

12.2.4 Any lease to a Qualified Farmer or a lease having a term of 15 years or less, including renewal rights; provided, however, that any such lease shall expressly provide that, unless otherwise agreed by Holder, the lease shall terminate and possession shall be delivered free and clear of any rights of the tenant upon a closing of the sale of the Property following exercise of this Option.

This Option shall apply to all other sales and conveyances of the Property, including any sale or conveyance of any interest in the Property including any conveyance by, or conveyance of any interest in a corporation, limited liability company, partnership or other holding entity.

12.3 Notice of Intent to Sell. Whenever Landowner receives an offer from a person or persons (“Buyer”) to purchase or lease for a term in excess of fifteen (15) years, including

renewal rights, all or any part of the Property including an offer involving property other than the Property (“the Offer”), and Landowner accepts the Offer subject to this Option, Landowner shall deliver to Holder a Notice of Intent to Sell as provided herein, which shall include:

12.3.1 A complete duplicate of the Offer, together with such other instruments as may be required to show the bona fides of the Offer; and

12.3.2 A written description of the Buyer’s training and experience as an agricultural producer and an agricultural business plan for the Property, including a description of the agricultural activities to be conducted or facilitated by Buyer, proposed improvements to the Property, and a statement of anticipated agricultural income and expenses for three-year period following Buyer’s acquisition of the Property or, if Buyer has no such training and experience or intention of operating an agricultural business on the Property, a written statement to that effect; and

12.3.3 If the Buyer is purported to be a Qualified Farmer or family member, the documents necessary to establish the Buyer as such, including the Buyer’s most recent federal income tax filing, if applicable; and

12.3.4 The Landowner’s current mailing address.

Information delivered to Holder pursuant to this clause shall remain confidential and shall not be released to any person or entity not a party to this Easement, without the prior written approval of Landowner.

12.4 Exercise of Option. This Option may be exercised by Holder as follows.

12.4.1 Holder shall give written Notice of Intent to Exercise not more than thirty (30) days following receipt of the Notice to Sell described herein; failure by Holder to provide such notice shall constitute a waiver of its rights under this Option; and

12.4.2 Thereafter, Landowner and Holder shall fix the purchase price for the Property by establishing a Price Agreement in the manner described hereafter.

12.4.3 Holder shall exercise this Option by giving written Notice of Intent to Purchase not more than thirty (30) days following Landowner’s and Holder’s establishment of the Price Agreement.

12.4.4 After giving Notice of Intent to Purchase, the Holder shall have ninety (90) days to close on the Property. Closing shall be subject to Holder obtaining financing for the purchase and satisfactory investigation and inspection of the Property, and other terms and conditions contained in Exhibit C attached hereto. If such financing is not obtained within sixty (60) days, investigations or inspections of the Property are not satisfactory, or the terms and conditions contained in Exhibit C are not met, Holder may rescind its Notice of Intent to Purchase and will have no further obligation to purchase the Property.

12.4.5 Holder may assign its right to purchase the Property under this Option, subject to the terms set forth in Section 12.4.4 above, to a public agency or private nonprofit organization that, at the time of assignment, is a "qualified organization" under Section 170(h) of the Code and under Maine Conservation Easement Act, Section 476(2). In the event that Holder desires to assign its right to purchase the Property, it shall include notice of said assignment in its Notice of Intent to Purchase.

12.5 Purchase Price. The Purchase Price shall be determined by mutual agreement of Landowner and Holder; provided that if no such agreement can be reached, the purchase price of the land only shall be the greater of:

12.5.1 \$95,000 plus an inflation adjustment determined by multiplying the foregoing value by one (1) plus the fractional increase calculated from the date hereof in the Consumer Price Index for all Urban Consumers, Northeast, All Items published by the Bureau of Labor Statistics, U.S. Department of Labor, or a successor index published by the United States government to the date of Offer; or

12.5.2 The full fair market value of all Property land subject to the Offer (including the site of any structures) assuming its highest and best use in commercial agricultural production commonly occurring within the market area where the Property is located on the date of the Offer, as determined by a mutually approved disinterested appraiser selected by Landowner and Holder, with the expense of such appraisal divided equally between Landowner and Holder. Permanently installed land improvements, such as in-ground irrigation systems, farm roads, and drainage tiling shall be considered part of the land. This appraisal shall take into consideration the permitted and restricted uses set forth in, and the impact on value caused by the Grant.

12.6 Should Landowner and Holder be unable to mutually agree on a disinterested appraiser, then Landowner shall obtain an appraisal at its own expense. Holder shall have the right to disagree with the appraisal and obtain its own appraisal at Holder's expense. If the two appraisals disagree, then the two appraisers shall choose a third appraiser to prepare a third appraisal, the expense of which shall be equally share by the parties, which third appraisal shall set the Fair Market Value. Failure of either party to cooperate in the above process shall constitute acceptance of the other party's appraised value.

12.7 With respect to any agricultural, forestry or minor incidental structures and improvements in existence as of the date of the Offer, then in addition to the foregoing land value, the Purchase Price shall also include:

12.7.1 The value of all such structures and improvements on the Property as of the date of the Offer excluding all land (which is included in the valuation above). The value of the structures and improvements shall be determined using the replacement cost approach to valuation (i.e., the cost to replace the structures and improvements with those of comparable size and utility, less depreciation and functional obsolescence) by a mutually approve disinterested appraiser selected by Landowner and Holder, with the expense of such appraisal divided equally between Landowner and Holder.

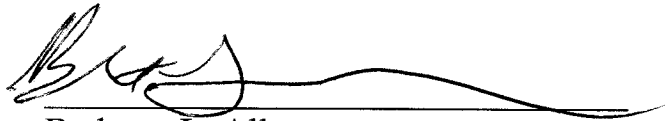
12.7.2 With respect to any residence(s) in existence as of the date of the Offer, then in addition to the foregoing land value, the Purchase Price shall also include the value of the residence and its appurtenant structures and improvements as of the date of the Offer excluding the value of the land upon which these structures sit (which is included in the valuation above). The value of the residence and appurtenant structures and improvements shall be determined using the replacement cost approach to valuation (i.e., the cost to replace the structures and improvements with those of comparable size and utility, less depreciation and functional obsolescence) by a mutually approved disinterested appraiser selected by Landowner and Holder, with the expense of such appraisal divided equally between Landowner and Holder.

12.8 Landowner and Holder shall establish the Purchase Price by either entering into a written agreement fixing the Purchase Price as provided herein, within ten working days of reaching mutual agreement or, if no such agreement is reached, the Purchase Price shall be based upon the appraised values which shall be the Purchase Price unless another Purchase Price is mutually agreed upon in writing by the parties within ten working days after the last party's receipt of the appraisals. The passage of said ten working days shall constitute the effective date of establishing the Purchase Price ("Price Agreement").

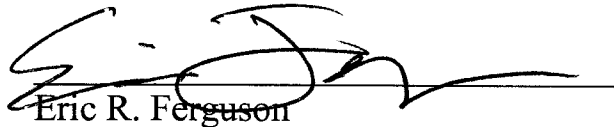
13 HABENDUM AND SIGNATURES.

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

IN WITNESS WHEREOF, We, Bethany L. Allen and Eric R. Ferguson, joint tenants, have hereunto set our hands and seals this 31 day of October, 2018.



Bethany L. Allen



Eric R. Ferguson

14 ACKNOWLEDGMENT.

STATE OF MAINE
COUNTY OF

Dated: October 31, 2018

Thence personally appeared the above-named Landowners, Bethany L. Allen and Eric R. Ferguson, and acknowledged the foregoing instrument to be their free act and deed.

Before me,



Notary Public/Maine Attorney

Printed Name: _____

My Commission expires: _____


**ADAM BISHOP
NOTARY PUBLIC
STATE OF MAINE**

MY COMM. EXP. SEPTEMBER 1, 2022

15 HOLDER ACCEPTANCE.

The above and foregoing Agricultural Conservation Easement is hereby accepted for and on behalf of the **MAINE FARMLAND TRUST, INC.**, duly authorized this 23rd day of October, 2018.

MAINE FARMLAND TRUST, INC.
a Maine nonprofit corporation

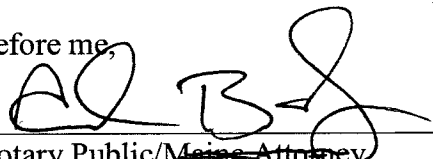
By: 
Name: Taylor Mudge
Title: Board Chair

16 HOLDER ACKNOWLEDGMENT

STATE OF MAINE
COUNTY OF KNOX

Date: 10/23, 2018

Thence personally appeared the above-named Taylor Mudge, Board Chair, and acknowledged acceptance of the above and foregoing Agricultural Conservation Easement as his free act and deed in said capacity, and the free act and deed of Maine Farmland Trust, Inc.

Before me, 
Notary Public/~~Maine Attorney~~

Printed Name: _____
My Commission expires: **ADAM BISHOP**
NOTARY PUBLIC
STATE OF MAINE

MY COMM. EXP. SEPTEMBER 1, 2022

17 UNITED STATES ACCEPTANCE

The above and foregoing Agricultural Conservation Easement is hereby accepted for and on behalf of the United States of America, acting through its Natural Resources Conservation Service, by its duly authorized State Conservationist or his/her duly authorized designee this 29th day of October, 2018.

UNITED STATES OF AMERICA, acting through
the Natural Resources Conservation Service

By: Brian L. Vigue
Name: Brian L. Vigue
Title: Acting State Conservationist

18 ACKNOWLEDGMENT OF UNITED STATES

STATE OF MAINE
COUNTY OF Penobscot

Date: October 29, 2018.

Thence personally appeared the above-named Brian L. Vigue, Acting State Conservationist, and acknowledged acceptance of the above and foregoing Conservation Easement as her/his free act and deed in said capacity, and the free act and deed of the United States of America, acting through the Natural Resources Conservation Service.

Before me,

Beth A. Chapman
Notary Public/Maine Attorney
Printed Name: Beth A. Chapman
My Commission expires: November 2, 2024

19 ATTACHMENTS TO AGRICULTURAL CONSERVATION EASEMENT.

EXHIBIT A and A1

Legal Description of the Protected Property, Farmstead Area and Agricultural Structures Area

EXHIBIT B

A Survey Plan of the Protected Property Showing Its Important Features

EXHIBIT C

Terms, Conditions and Contingencies for Holder's Purchase of the Property Pursuant to its Option to Purchase

Exhibit A
Description of the Protected Property

Certain lots or parcels of land, located on the northwesterly side and southeasterly side of Pork Point Road in the Town of Bowdoinham, County of Sagadahoc, and State of Maine, being depicted on a plan entitled, "Survey Plan of Land of Bethany L. Allen & Eric R. Ferguson", dated July 23, 2018, by Sitelines, to be recorded in the Sagadahoc County Registry of Deeds, being more particularly bounded and described as follows:

Parcel A - Westerly of Pork Point Road

BEGINNING at a survey pin set on the southerly line of land now or formerly of the State of Maine Department of Inland Fisheries & Wildlife ("MEDIFW") as described in a deed recorded at said Registry in Book 1844, Page 89. Said point being located **N 61° 49' 33" W**, a distance of 348.00 feet from a survey pin found on the northwesterly sideline of said Pork Point Road at the southeasterly corner of said MEDIFW;

THENCE **N 61° 49' 33" W** along the southerly sideline of said land of MEDIFW, a distance of 938.76 feet to survey pin set at the northeast corner of land now or formerly of MEDIFW, as described in a deed recorded at the Sagadahoc County Registry of Deeds at Document number 2016R-00486;

THENCE **S 17° 22' 56" W** along said land of MEDIFW, a distance of 865.94 feet to a survey pin found;

THENCE **S 50° 00' 45" W** along said land of MEDIFW, a distance of 1019.37 feet to a survey pin found;

THENCE **S 61°49' 33" E** along land of now or formerly of Cary Wright, as described in a deed recorded at the Sagadahoc County Registry of Deeds in Book 1468, Page 264, a distance of 993.06 feet to a survey pin found on the westerly sideline of Pork Point Road, so called;

THENCE in general northeasterly and northerly direction along the southeasterly and northwesterly sideline of said Pork Point Road, a distance of $1655.0 \pm$ feet, more or less, to a survey pin set;

THENCE **N 61° 49' 33" W**, a distance of 348.00 feet to a survey pin set;

THENCE **N 24° 37' 55" E**, a distance of 250.10 feet to the point of beginning.

Encompassing 43.47 acres, more or less, as depicted as "Conservation Easement Area – West of Pork Point Road", as shown on said survey plan noted above.

SUBJECT TO a Right of Way from the Pork Point Road to land now or formerly of MEDIFW, for all purposes of a way, and being more particularly described as follows:

Beginning at a survey pin found at the southeasterly corner of Grantor's land on the westerly side of said Pork Point Road;

Thence N 61°49' 33" W a distance of 636.29 feet to a point;

Thence N 30°47' 11" W a distance of 83.29 feet to a point;

Thence N 49°45' 21" E a distance of 302.19 feet to a point;

Thence N 02°31' 35" W a distance of 23.48 feet to a point;

Thence N 38°36' 39" W a distance of 180.95 feet to a point;

Thence N 33°16' 58" W a distance of 48.38 feet to a point;

Thence N 50°00' 45" E a distance of 40.28 feet to a point;

Thence S 33°16' 58" E a distance of 51.22 feet to a point;

Thence S 38°36' 39" E a distance of 192.12 feet to a point;

Thence S 02°31'35" E a distance of 56.14 feet to a point;

Thence S 49°45' 21" W a distance of 287.93 feet to a point;

Thence S 30°47' 11" E a distance of 57.69 feet to a point;

Thence S 61°49' 33" E a distance of 621.19 feet to a point;

Thence southerly, by and along the westerly sideline of the Pork Point Road, so called, a distance of 32.55 feet, more or less, to the point of beginning.

Parcel B- Easterly of Pork Point Road

Beginning at a survey pin found, capped #1175, on the easterly sideline of the Pork Point Road, so called, at a corner of land now or formerly of Cary Wright, as described in a deed recorded at the Sagadahoc County Registry of Deeds in Book 1468, Page 264;

Thence S 61°49'33" E along said land of Cary Wright a distance of 450.71 feet to a survey pin found;

Thence S 61°49'33" E for 77' feet, more or less, to a point at the high water mark of the Kennebec River;

Thence northerly by and along the high-water line of the Kennebec River to a point, said point being S 21°17'28" E a distance of 65 feet, more or less, from a survey pin found;

Thence **N 21°17'28" W** a distance of 65 feet, more or less, along land now or formerly of Kennebec Estuary Land Trust, as described in a deed recorded at the Sagadahoc County Registry of Deeds at Document number 2015R-08072 to a survey pin found;

Thence **N 21°17'28" W along** said land of Kennebec Estuary Land Trust a distance of 128.48 feet to a survey pin found;

Thence **N 14°49'01" W along** said land of Kennebec Estuary Land Trust a distance of 128.96 feet to a survey pin found;

Thence **N 57°09'37" W along** said land of Kennebec Estuary Land Trust a distance of 348.32 feet to a survey pin found in the easterly sideline of the Pork Point Road, so called;

Thence southerly, by and along the easterly sideline of said Pork Point Road a distance of 1302.3 feet, more or less, to the point of beginning.

Encompassing 15.2± acres, more or less, as depicted as "Conservation Easement Area – East of Pork Point Road", as shown on said survey plan noted above.

TOGETHER WITH all those lands of the Grantor that abut the above-described property as lie between the high water line and low water line of the Kennebec River.

All bearings refer to Magnetic North as observed 2001.

All survey pins are 5/8" rebar with surveyor's identification cap reading "B. Smith – PLS #1175" or "K. Clark – PLS #2245".

Exhibit A1
Description of Farmstead Area and Agricultural Structures Area

Farmstead Area

A certain lot or parcel of land, located on the westerly side of Pork Point Road in the Town of Bowdoinham, County of Sagadahoc, and State of Maine, being depicted on a plan entitled, "Survey Plan of Land of Bethany L. Allen & Eric R. Ferguson", dated July 23, 2018, by Sitelines, to be recorded in the Sagadahoc County Registry of Deeds, being more particularly bounded and described as follows:

BEGINNING at a survey pin set on the westerly line of said Pork Point Road at a point that is located 500.6± feet from the southeasterly corner of land now or formerly of the State of Maine Department of Inland Fisheries & Wildlife ("MEDIFW") as described in a deed recorded at said Registry in Book 1844, Page 89;

THENCE N 61° 49' 33" W, a distance of 322.83 feet to a survey pin set;

THENCE N 85° 20' 43" W, a distance of 878.63 feet to a survey pin found at the easterly corner of land now or formerly of the MEDIFW as described in a deed recorded at said Registry in Book 2016R, Page 00486;

THENCE S 50° 00' 45" W along said land of MEDIFW, a distance of 268.65 feet to a point;

THENCE S 61°49' 33" E, a distance of 37.61 feet to a survey pin set;

THENCE continuing S 61° 49' 33" E, a distance of 266.13 feet to a survey pin set;

THENCE N 52°31' 22" E, a distance of 356.73 feet to a survey pin set;

THENCE S 61°49' 33" E, a distance of 720.98 feet to a survey pin set;

THENCE northeasterly along the westerly sideline of said Pork Point Road, a distance of 284.1± feet, more or less, to the point of beginning.

Containing 6.08 Acres.

All bearings refer to Magnetic North as observed 2001.

All survey pins set are 5/8" rebar with surveyor's identification cap reading "B. Smith – PLS #1175" or "K. Clark – PLS #2245.

Agricultural Structures Area

A certain lot or parcel of land, located on the easterly side of Pork Point Road in the Town of Bowdoinham, County of Sagadahoc, and State of Maine, being depicted on a plan entitled, "Survey Plan of Land of Bethany L. Allen & Eric R. Ferguson", dated July 23, 2018, by

Sitelines, to be recorded in the Sagadahoc County Registry of Deeds, being more particularly bounded and described as follows:

BEGINNING at a survey pin found on easterly sideline of said Pork Point Road, at the southwesterly corner of land now or formerly of the Kennebec Estuary Land Trust (“KELT”) as described in a deed recorded at said Registry in Book 2015R, Page 08072;

THENCE S 57° 09' 37" E along the southwesterly line of said land of KELT, a distance of 220.00 feet to a survey pin set;

THENCE S 39° 32' 44" W, a distance of 100.69 feet to a survey pin set;

THENCE N 57° 09' 37" W, a distance of 220.00 feet to a survey pin set on the easterly sideline of said Pork Point Road;

THENCE northeasterly along the easterly sideline of said Pork Point Road, a distance of 100.71± feet, more or less, to the point of beginning.

Containing 21,957 Sq. Ft. or 0.50 Acres.

All bearings refer to Magnetic North as observed 2001.

All survey pins set are 5/8” rebar with surveyor’s identification cap reading “B. Smith – PLS #1175” or “K. Clark – PLS #2245”.

Exhibit C

1. **Fixtures:** The Landowner and Holder agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, and electrical fixtures are included with the sale unless otherwise agreed in a writing signed by both parties.
2. **Title:** Landowner shall convey to Holder a good and marketable title in accordance with the Maine State Bar Association title standards. If Landowner is unable to convey in accordance with the provisions of this Section, then Landowner shall have a reasonable time period, not to exceed 30 days, from the time Landowner is notified of the defect, unless otherwise agreed to by both parties, to remedy the title. If, after this time period, such defect is not corrected so that there is a merchantable title, Holder may, at Holder's option, decline to exercise its Option to purchase the Property. Landowner hereby agrees to make a good-faith effort to cure any title defect during such period.
3. **Deed:** The Property shall be conveyed by Warranty Deed, describing the Property by valid legal description, delivered at closing free and clear of all encumbrances except building and zoning restrictions of record, conditions, easements, restrictions and covenants of record which do not materially and adversely affect the continued use of the Property, and usual public utilities servicing the Property.
4. **Closing Costs, Document Preparation and Title Search:** Preparation of Deed and Declaration of Value form shall be the expense of the Landowner. Title search, certification, and title insurance (if any) shall be the responsibility of the Holder. Landowner and Holder shall each pay the state transfer tax. In the event that Landowner does not provide the closing agent with a State of Maine Residency Affidavit at the time of closing, Holder hereby acknowledges that 2.5% of the purchase price shall be withheld by the closing agent and paid over to Maine Revenue Services.
5. **Prorations and Adjustments at Closing:** Unless otherwise agreed by the parties in a signed writing, the parties shall apportion certain costs as follows:
 - a. Current Real Estate Taxes (based on the municipality's fiscal year) shall be prorated as of the date of closing. Landowner is responsible for any unpaid real estate taxes for prior years.
 - b. Any fuel value shall be established and any collected rents and water / sewer use charges shall be apportioned as of the date of closing, and the Purchase Price shall be adjusted by the net amount thereof.

- c. Any uncollected rents for the current rental period shall be apportioned if and when collected by either party. Landowner will transfer any Security Deposit(s) and notify any Tenant(s) as provided in Section 6035 of Title 14.
 - d. Any metered utilities such as electricity, water and sewer will be paid through the date of closing by Landowner.
6. **Possession/Occupancy:** Possession/Occupancy of the Property, free of tenants and occupants, shall be given to Holder immediately at closing unless otherwise agreed in writing. In the event that a portion of the Property is subject to a written rent or lease agreement, Landowner shall assign all rights thereunder to Holder. The Property shall be broom clean, free of all possessions and debris, and in substantially the same condition as of the date of Holder's Notice of Intent to Purchase, excepting reasonable wear and tear. Holder shall have the right to view the Property within 24 hours prior to closing for the purpose of determining that the Property is in substantially the same condition as on the date of Holder's Notice of Intent to Purchase.
7. **Contingencies:** In addition to the hazardous waste contingency contained in Section 8(a) herein, the obligations of Holder pursuant to its exercise of its Option to Purchase are subject to the following contingencies. If, after Holder's good faith effort within the time period specified, any of these contingencies have not been met, Holder may revoke its Notice of Intent to Purchase by giving Landowner notice of revocation within the time period specified.
- a. **Approval of Board of Directors:** Holder's obligations pursuant to its exercise of the Option are contingent upon approval by Holder's Board of Directors within a reasonable time period from Holder's Notice of Intent to Purchase.
 - b. **Financing:** Holder agrees to use good faith effort to secure financing for the purchase of the real estate, and within 45 days of providing Notice of Intent to Purchase, will provide Landowner with notice that commitment(s) for financing have been obtained. If Holder fails to provide Landowner with such notice within said time period, Landowner may deliver notice to Holder that Holder's ability to exercise the Option shall be terminated three business days after delivery of such notice.
 - c. **Inspections.** Holder is purchasing the Property in its existing condition and will, within thirty (30) days of Holder's Notice of Intent to Purchase, make or have resolved all inspections and tests of the Property that Holder believes are necessary to protect its own interest in, and its contemplated uses of, the Property.

Holder and its agents and representatives shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making such inspections and tests as Holder deems appropriate. No destructive testing shall be conducted. Following any such entry or work, unless otherwise directed in writing by Landowner, Holder shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material. All such inspections, and tests and any other work conducted or materials furnished with respect to the Property by or for Holder for the purpose of

conducting such inspections and tests shall be done by inspectors and testers chosen and paid for by Holder and paid for by Holder as and when due, and Holder shall indemnify, defend, protect and hold harmless Landowner and the Property of and from any and all claims and liabilities for injury to person or property, arising out of or referring to any such work or materials or the acts or omissions of Holder, its agents or employees, in connection therewith.

If the result of any inspection or test or other condition specified herein is unsatisfactory to Holder, Holder may revoke its Notice of Intent to Purchase by notifying Landowner in writing within the thirty (30) days mentioned herein.

If Holder does not notify Landowner that an inspection or test is unsatisfactory within the thirty (30) day time period set forth above, this contingency shall be deemed to have been waived by Holder with respect to that inspection or test. In the absence of any inspection(s) or test(s) mentioned above Holder is relying completely upon Holder's own opinion as to the condition of the Property.

8. **Risk of Loss:** Until the closing, the risk of loss or damage to the Property or destruction of the Property by fire or otherwise is assumed solely by Landowner. The Property shall at closing be in substantially the same condition as at present, excepting reasonable use and wear. Prior to closing Landowner shall keep the Property insured against fire and other extended casualty risks. If the Property is damaged or destroyed prior to closing, Holder may revoke its Notice of Intent to Purchase or close this transaction and accept the Property "as is" together with the assignment of the insurance proceeds relating thereto.

Tier II Site Plan Application

Section 4. Location

- a. Tax map R-10
- b. Satellite map with contour elevations
- c. Photographs of building site

My Map

Maine_Elevation_Contours_2_Feet_19TDJ
- elevContour2Feet19TDJ37



100ft



Building Site Photos (304 Pork Point Road)



1. View of building site from the northeast corner of the "Farmstead Area" looking southwest.



2. View of building site from Pork Point Road midway between northeast and southeast corners of the "Farmstead Area" looking west.



3. View of building site from the southeast corner of the "Farmstead Area" looking northwest.



4. View of building site from the southeast corner of the "Farmstead Area" looking west.



5. View of building site from the southeast corner of the "Farmstead Area" looking southwest.

Tier II Site Plan Application

Section 5. Environmental

- a. Response from DEP Biologist
- b. Response from Maine Historic Preservation Commission
- c. Response from Maine Department of Inland Fisheries and Wildlife
- d. Response from Maine Natural Areas Program
- e. Subsurface wastewater disposal system plan
- f. Letter from applicant regarding proposed wash water catchment system

Subject: Fwd: Guidance for agricultural building near wetland
From: Bethany Allen and Eric Ferguson <harvesttideorganics@gmail.com>
Date: 1/26/2022, 2:25 PM
To: Bill Wright <w.wright@islandcovedesign.com>

Sent from my iPhone

Begin forwarded message:

From: "Dorr, Dustin" <Dustin.Dorr@maine.gov>
Date: January 24, 2022 at 3:54:58 PM EST
To: Bethany Allen and Eric Ferguson <harvesttideorganics@gmail.com>
Subject: RE: Guidance for agricultural building near wetland

Hi Eric,

If no alteration is proposed in, on, or over a freshwater wetland and it is not considered a peatland and does not contain greater than 20,000 square feet of emergent marsh vegetation, open water, or aquatic vegetation, then a Natural Resources Protection Act permit from the Department would not be required for this project.

Regards,

Dustin Dorr

Biologist I, Bureau of Land Resources
Maine Department of Environmental Protection
(207) 215-4525
www.maine.gov/dep

From: Bethany Allen and Eric Ferguson <harvesttideorganics@gmail.com>
Sent: Monday, January 24, 2022 3:48 PM
To: Dorr, Dustin <Dustin.Dorr@maine.gov>
Subject: Re: Guidance for agricultural building near wetland

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks for getting back Dustin.

So yes, the building and site work will not have any direct alteration to the abutting wetlands.

The low land next to the site is hard to describe. It can be wet in the spring, but not large swaths of open water (like a vernal pool), mostly small puddle sized areas scattered in the vegetation. In the summer I can run a tractor through to mow without causing ruts.

I am confident that what you say about the wetland complex is true. A lot of alder, red maple, and birch nearby.

Let me know if I can offer any more specifics!

Eric

Sent from my iPhone

On Jan 24, 2022, at 10:56 AM, Dorr, Dustin <Dustin.Dorr@maine.gov> wrote:

Good morning,

Will there be any direct alteration to the freshwater wetland? Looking at your plan, the project does not appear to be in the freshwater wetland itself.

Using aerial imagery, I also do not see any indication that the wetland complex consists of or contains over 20,000 square feet of emergent marsh vegetation, open water, or aquatic vegetation. Could you confirm this?

Regards.

Dustin Dorr

Biologist I, Bureau of Land Resources
Maine Department of Environmental Protection
(207) 215-4525
www.maine.gov/dep

From: Harvest Tide Organics <harvesttideorganics@gmail.com>

Sent: Friday, January 21, 2022 4:00 PM

To: Dorr, Dustin <Dustin.Dorr@maine.gov>

Subject: Guidance for agricultural building near wetland

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dustin,

My name is Eric Ferguson, I operate a farm in Bowdoinham, Harvest Tide Organics. I am contacting you at the request of the Town of Bowdoinham as we work through the permitting process for the construction of a new vegetable washing and packing facility on our farm.

My understanding is that the Town wants to be sure that our project will not have an adverse impact on wetlands that are adjacent to the proposed construction site.

Our property includes farmland that runs along the Kennebec River/Merrymeeting Bay in Bowdoinham, and the proposed site is adjacent to some kind of low lying wet area about 500' from the river.

I have included some maps and proposed site information. I imagine you will want further details, so please feel free to email back for any necessary information.

Our farm is located at 304 Pork Point Rd in Bowdoinham. That address will take you to our residence on a map, our fields lie to the south on both sides of Pork Point Road. I have included a crude map of our fields and the proposed construction site, as well as a more thorough proposed site plan.

Feel free to call or email, I will be out of town for all of next week (will not be disconnected) but I wanted to start the conversation.

Thanks for you time in looking into this,
Eric

--

*Owner Operator
Harvest Tide Organics, LLC
Bowdoinham, ME*

Beth: (207) 449-7274 (she ,her, hers)

Eric: (207) 841-7432 (he, him, his)

Maine Roots for Maine Families

<http://www.harvesttideorganics.com/summer-CSA>



MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

JANET T. MILLS
GOVERNOR

KIRK F. MOHNEY
DIRECTOR

January 31, 2022

Mr. William Wright
Island Cove Design, LLC
PO Box 760
Boothbay, ME 04537

Project: MHPC# 0102-22 304 Pork Point Road
Proposed Development
Town: Bowdoinham, ME

Dear Mr. Wright:

In response to your recent request, I have reviewed the information received February 18, 2020 to initiate consultation on the above referenced project.

Based on the information provided, I have concluded that there are National Register eligible properties located on or adjacent to the parcels. In addition, the project area is not considered sensitive for archaeological resources.

The proposed undertaking will have **no adverse effect** upon historic properties (architectural or archaeological), as defined by Section 106 of the National Historic Preservation Act of 1966, as amended.

Please contact Megan M. Rideout of our staff, at megan.m.rideout@maine.gov or 207-287-2992, if we can be of further assistance in this matter.

Sincerely,

Kirk F. Mohney
State Historic Preservation Officer



JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
353 WATER STREET
41 STATE HOUSE STATION
AUGUSTA ME 04333-0041



JUDITH CAMUSO
COMMISSIONER

February 17, 2022

William Wright
Island Cove Design LLC
PO Box 760
Boothbay, ME 04537

RE: Information Request – 304 Pork Point Road Project, Bowdoinham

Dear William:

Per your request received on January 20, 2022, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns within the vicinity of the *304 Pork Point Road* project in Bowdoinham. Note that as project details are lacking, our comments are non-specific and should be considered preliminary.

Our Department has not mapped any Essential Habitats or inland fisheries habitats that would be directly affected by your project.

Endangered, Threatened, and Special Concern Species

Bat Species – Of the eight species of bats that occur in Maine, the three *Myotis* species are protected under Maine's Endangered Species Act (MESA) and are afforded special protection under 12 M.R.S. §12801 - §12810. The three *Myotis* species include little brown bat (State Endangered), northern long-eared bat (State Endangered), and eastern small-footed bat (State Threatened). The five remaining bat species are listed as Special Concern: big brown bat, red bat, hoary bat, silver-haired bat, and tri-colored bat. While a comprehensive statewide inventory for bats has not been completed, based on historical evidence it is likely that several of these species occur within the project area during migration and/or the breeding season. However, our Agency does not anticipate significant impacts to any of the bat species as a result of this project.

Rare Snake Species - Occurrences of Eastern ribbon snake, a state Species of Special Concern, and Northern brown snake, a state Species of Special Concern, have been documented within the vicinity of the proposed project. Ribbon snakes frequent the margins of emergent marshes, wet meadows, scrub-shrub wetlands, beaver impoundments, bogs, and vegetated shorelines of ponds and lakes. Additionally, development projects that lead to significant increases in local traffic volume will likely lead to increased road kill and possible extirpation of the local population. If these habitats are present, we recommend they be avoided and buffered with a 250-foot intact, vegetative buffer.

Significant Wildlife Habitat

Significant Vernal Pools - At this time, MDIFW Significant Wildlife Habitat maps indicate no known presence of Significant Vernal Pools in the project search area; however, a comprehensive statewide inventory for Significant Vernal Pools has not been completed. Therefore, we recommend that surveys

for vernal pools be conducted within the project boundary by qualified wetland scientists prior to final project design to determine whether there are Significant Vernal Pools present in the area. These surveys should extend up to 250 feet beyond the anticipated project footprint because of potential performance standard requirements for off-site Significant Vernal Pools, assuming such pools are located on land owned or controlled by the applicant. Once surveys are completed, survey forms should be submitted to our Agency for review well before to the submission of any necessary permits. Our Department will need to review and verify any vernal pool data prior to final determination of significance.

Tidal Waterfowl Wading Bird Habitat (TWWH) – This search area includes TWWH, a Significant Wildlife Habitat under Maine’s Natural Resources Protection Act. TWWHs provide important feeding and/or breeding habitat for diverse waterfowl and wading bird species. Birds utilize intertidal mudflats, eelgrass, and mussel beds to forage for aquatic invertebrates, a primary food source, and maintaining natural tidal flow is essential to maintaining healthy intertidal areas and food sources to support waterfowl and wading bird species. Based on the location of the search area in relation to this habitat, we recommend that you design your project to provide as much undisturbed buffer as possible to protect this habitat.

This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program, Maine Department of Marine Resources, and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,



Becca Settele
Wildlife Biologist

432000

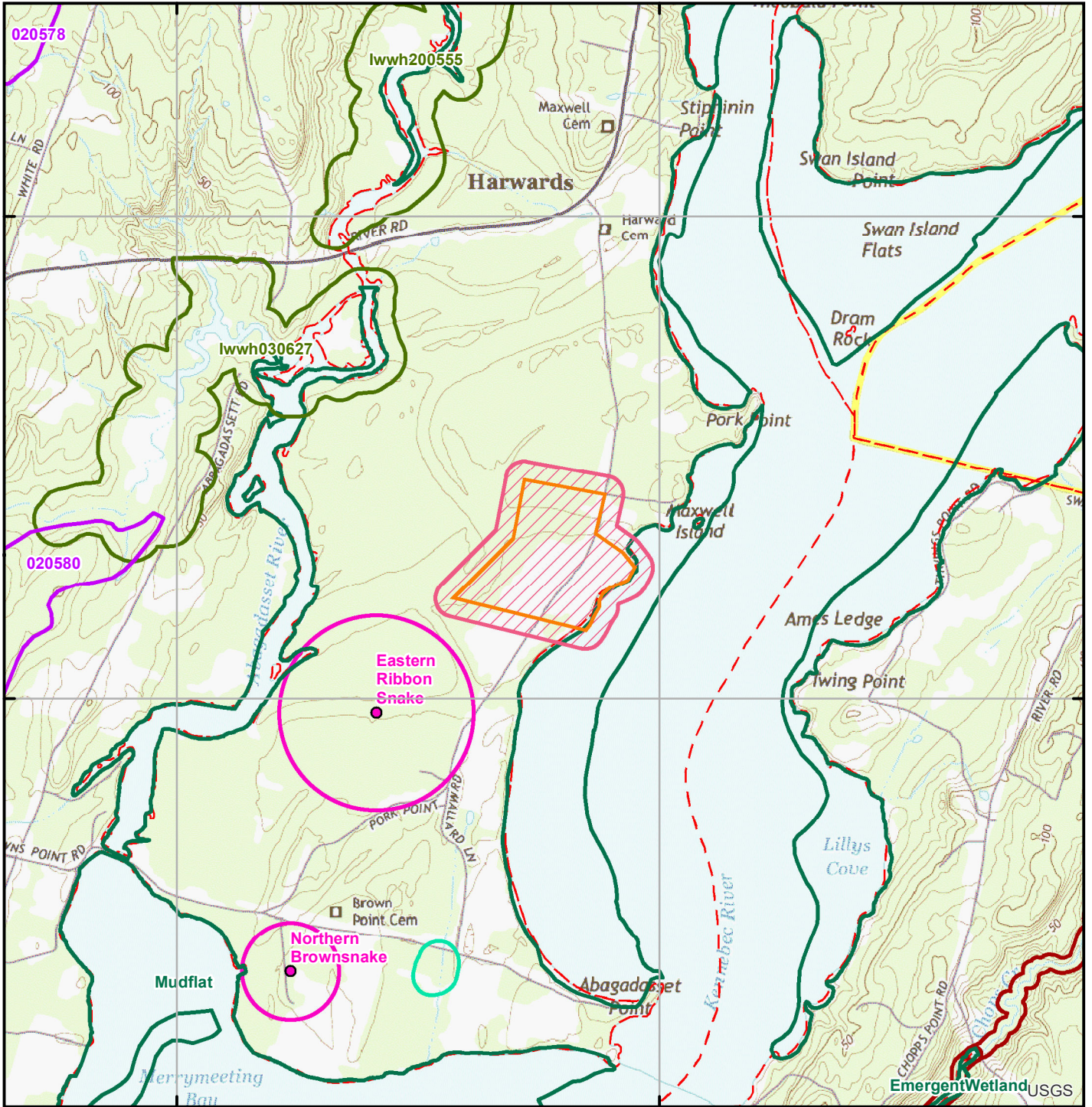
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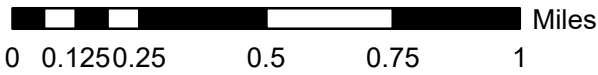


Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: 304 Pork Point Road, Bowdoinham
(Version 1)



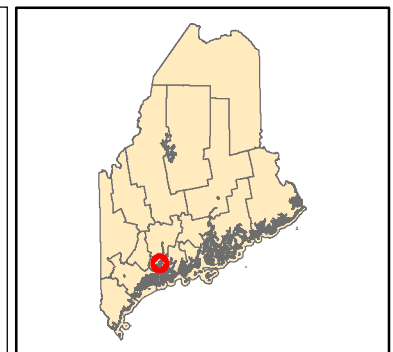
Maine Department of
Inland Fisheries and Wildlife



Projection: UTM, NAD83, Zone 19N

Date: 1/22/2022

- | | | |
|-------------------------------------|----------------------------------|---|
| Project Search Areas - All Versions | Deer Winter Area | Roseate Tern |
| Maine Cliff and Talus Areas | LUPC p-fw | Piping Plover and Least Tern |
| Cooperative DWAs | Seabird Nesting Islands | Aquatic ETSc - 2.5 mi review |
| Shorebird Areas | Inland Waterfowl and Wading Bird | Rare Mussels - 5 mi review |
| 2008 lwwh - Shoreland Zoning | Tidal Waterfowl and Wading Bird | Maine Heritage Fish Waters |
| Significant Vernal Pools | Environmental Review Polygons | Arctic Charr Habitat |
| | | Redfin Pickerel and Swamp Darter Habitats - buffer100ft |
| | | Special Concern occupied habitats - 100ft buffer |
| | | Wild Lake Trout Habitats |





STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY

177 STATE HOUSE STATION
 AUGUSTA, MAINE 04333

JANET T. MILLS
 GOVERNOR

AMANDA E. BEAL
 COMMISSIONER

January 24, 2022

William Wright
 Island Cove Design
 PO Box 760
 Boothbay, ME 04537

Via email: w.wright@islandcovedesign.com

Re: Rare and exemplary botanical features in proximity to: Harvest Tide Organics New building in Farmstead Area, 304 Pork Point Road, Bowdoinham, Maine

Dear Mr. Wright:

I have searched the Maine Natural Areas Program’s Biological and Conservation Data System files in response to your request received January 20, 2022 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Bowdoinham Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the Farmstead Area as shown on the 2018 Sitelines Survey Map. Based on the information in our files and the landscape context of this project, there is a low probability that rare or significant botanical features occur at this area of the project location. Please note that other areas of the property (the shoreline areas of Merrymeeting Bay) include important botanical features. If there are to be any project activities east of Pork Point Road, please contact MNAP for comments and recommendations.

Feature	State Status	State Rank	Global Rank	Occurrence Rank	Site
Freshwater Tidal Marsh	N/A	S2	GNR	A Excellent	Merrymeeting Bay
Mudwort <i>Limosella australis</i>	Special Concern	S3	G5	A Excellent	Merrymeeting Bay
Parker’s Pipewort <i>Eriocaulon parkeri</i>	Special Concern	S3	G3	A Excellent	Merrymeeting Bay
Stiff Arrowhead <i>Sagittaria rigida</i>	Special Concern	S3	G5T4	A Excellent	Merrymeeting Bay
Spongy-leaved Arrowhead	Special	S2	G5	A	Merrymeeting Bay

MOLLY DOCHERTY, DIRECTOR
 MAINE NATURAL AREAS PROGRAM
 90 BLOSSOM LANE, DEERING BUILDING



PHONE: (207) 287-8044
 WWW.MAINE.GOV/DACF/MNAP

<i>Sagittaria montevidensis</i> ssp. <i>spongiosa</i>	Concern			Excellent	
--	---------	--	--	-----------	--

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

The Maine Natural Areas Program (MNAP) is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. MNAP welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by MNAP are to be published in any form, the Program should be informed at the outset and credited as the source.

The Maine Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for two hours of our services.

Thank you for using MNAP in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,



Kristen Puryear | Ecologist | Maine Natural Areas Program
207-287-8043 | kristen.puryear@maine.gov

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Dept. Health & Human Services
Div of Environmental Health, 11 SHS
(207) 287-2070 FAX (207) 287-4172

PROPERTY LOCATION		>>CAUTION: LPI APPROVAL REQUIRED<<	
City, Town, or Plantation	BOWDOINHAM	Town/City _____	Permit # _____
Street or Road	PORK POINT ROAD	Date Permit Issued ___/___/___	Fee \$ _____ Double Fee Charged []
Subdivision, Lot #		L.P.I.# _____	
OWNER/APPLICANT INFORMATION		Local Plumbing Inspector Signature _____	
Name (last, first, MI)	HARVEST TIDE ORGANICS, LLC	Fee \$ _____ State Fee _____	Fee \$ _____ Locally Adopted Fee _____
		Copy: [] Owner [] Town [] State	
Mailing Address of Owner	c/o ERIC FERGUSON 304 PORK POINT ROAD BOWDOINHAM, ME 04008	The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.	
Daytime Tel. #	841-7432	Municipal Tax Map # <u>R-10</u> Lot # <u>44</u>	
OWNER OR APPLICANT STATEMENT		CAUTION: INSPECTION REQUIRED	
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a permit.		I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.	
_____ Signature of Owner/Applicant		_____ Local Plumbing Inspector Signature	
_____ Date		_____ (1st) Date Approved	
		_____ (2nd) Date Approved	

PERMIT INFORMATION			
TYPE OF APPLICATION <input checked="" type="checkbox"/> 1. First Time System <input type="checkbox"/> 2. Replacement System Type Replaced: _____ Year Installed: _____ <input type="checkbox"/> 3. Expanded System <input type="checkbox"/> a. <25% Expansion <input type="checkbox"/> b. >25% Expansion <input type="checkbox"/> 4. Experimental System <input type="checkbox"/> 5. Seasonal Conversion	THIS APPLICATION REQUIRES <input checked="" type="checkbox"/> 1.No Rule Variance <input type="checkbox"/> 2.First Time System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 3.Replacement System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 4.Minimum Lot Size Variance <input type="checkbox"/> 5.Seasonal Conversion Permit	DISPOSAL SYSTEM COMPONENTS <input checked="" type="checkbox"/> 1. Complete Non-Engineered System <input type="checkbox"/> 2. Primitive System(graywater & alt toilet) <input type="checkbox"/> 3. Alternative Toilet, specify: _____ <input type="checkbox"/> 4. Non-Engineered Treatment Tank (only) <input type="checkbox"/> 5. Holding Tank, _____ gallons <input type="checkbox"/> 6. Non-Engineered Disposal Field (only) <input type="checkbox"/> 7. Separated Laundry System <input type="checkbox"/> 8. Complete Engineered System(2000gpd+) <input type="checkbox"/> 9. Engineered Treatment Tank (only) <input type="checkbox"/> 10. Engineered Disposal Field (only) <input type="checkbox"/> 11. Pre-treatment, specify: _____ <input type="checkbox"/> 12. Miscellaneous components	
SIZE OF PROPERTY 60 <input type="checkbox"/> SQ. FT. <input checked="" type="checkbox"/> ACRES	DISPOSAL SYSTEM TO SERVE <input type="checkbox"/> 1. Single Family Dwelling Unit, No. of Bedrooms: _____ <input checked="" type="checkbox"/> 2. Multiple Family Dwelling, No of Units: <u>2</u> <input checked="" type="checkbox"/> 3. Other: <u>VEGETABLE PROCESSING FACILITY</u> (specify) Current Use <input type="checkbox"/> Seasonal <input type="checkbox"/> Year Round <input checked="" type="checkbox"/> Undeveloped		
SHORELAND ZONING <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TYPE OF WATER SUPPLY <input checked="" type="checkbox"/> 1. Drilled Well <input type="checkbox"/> 2. Dug Well <input type="checkbox"/> 3. Private <input type="checkbox"/> 4. Public <input type="checkbox"/> 5. Other: _____		

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)			
3 TREATMENT TANK S <input checked="" type="checkbox"/> 1. Concrete <input checked="" type="checkbox"/> a. Regular <input type="checkbox"/> b. Low Profile <input type="checkbox"/> 2. Plastic <u>ONE TO BE</u> <input checked="" type="checkbox"/> 3. Other: <u>H-20 RATED</u> CAPACITY: <u>3-1000's GAL.</u> SEE NOTE ON PAGE 3	DISPOSAL FIELD TYPE & SIZE <input type="checkbox"/> 1. Stone Bed <input type="checkbox"/> 2. Stone Trench <input checked="" type="checkbox"/> 3. Proprietary Device <input type="checkbox"/> a. Cluster array <input checked="" type="checkbox"/> c.Linear <input checked="" type="checkbox"/> b. Regular <input type="checkbox"/> d. H-20 loaded <input type="checkbox"/> 4. Other: _____ SIZE: <u>21 12</u> <input checked="" type="checkbox"/> sq. ft. <input type="checkbox"/> lin. ft. <u>44 ELJEN GSF UNITS</u>	GARBAGE DISPOSAL UNIT <input checked="" type="checkbox"/> 1. No <input type="checkbox"/> 2. Yes <input type="checkbox"/> 3. Maybe If Yes or Maybe, specify one below: <input type="checkbox"/> a. Multi-compartment tank <input type="checkbox"/> b. _____ tanks in series <input type="checkbox"/> c. Increase in tank capacity <input type="checkbox"/> d. Filter on tank outlet	DESIGN FLOW <u>516</u> gallons per day BASED ON: <input checked="" type="checkbox"/> 1. Table 4A (dwelling unit(s)) <input type="checkbox"/> 2. Table 4C (other facilities) SHOW CALCULATIONS FOR OTHER FACILITIES <u>TWO - 2 BEDROOM DWELLINGS</u> <u>AT 180 GALLONS PER DAY</u> <u>EACH = 360 GPD</u> VEGETABLE PROCESSING WITH 13 EMPLOYEES AT 12 GALLONS PER DAY EACH = 156 GPD <input type="checkbox"/> 3. Section 4G (meter readings) ATTACH WATER-METER DATA LATITUDE AND LONGITUDE at center of disposal area Lat. <u>N44</u> d _____ m <u>19.74</u> s Lon. <u>W69</u> d _____ m <u>40.26</u> s If g.p.s., state margin of error
SOIL DATA & DESIGN CLASS PROFILE <u>B</u> / <u>C</u> CONDITION _____ at Observation Hole # <u>TP 1</u> Depth <u>20</u> " of Most Limiting Soil Factor	DISPOSAL FIELD SIZING <input type="checkbox"/> 1. Medium - 2.6 sq.ft./gpd <input type="checkbox"/> 2. Medium-Large - 3.3 sq.ft./gpd <input checked="" type="checkbox"/> 3. Large - 4.1 sq.ft./gpd <input type="checkbox"/> 4. Extra-Large - 5.0 sq.ft./gpd		EFFLUENT/EJECTOR PUMP <input type="checkbox"/> 1. Not required <input checked="" type="checkbox"/> 2. May be required <input type="checkbox"/> 3. Required Specify only for engineered systems: SEE NOTE ON PAGE 3 DOSE: _____ gallons

SITE EVALUATOR STATEMENT		
I certify that on <u>2/1/22</u> (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the Subsurface Wastewater Disposal Rules (10-144A/CMR 241).		
Site Evaluator Signature <u>BRADY A. FRICK</u>	SE # <u>352</u>	Date <u>2/13/22</u>
Site Evaluator Name Printed ALBERT FRICK ASSOCIATES - 731 FOSS ROAD, LIMERICK, MAINE 04048 - (207) 839-5563	Telephone Number <u>(207) 839-5563</u>	E-mail Address <u>INFO@ALBERTFRICK.COM</u>

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Health and Human Services
 Division of Environmental Health
 (207) 287-2070 FAX (207) 287-4172

Town, City, Plantation **BOWDOINHAM** Street, Road Subdivision **PORK POINT ROAD** Owner's Name **HARVEST TIDE ORGANICS, LLC**

****ALBERT FRICK ASSOCIATES ARE NOT SURVEYORS**** SITE PLAN Scale 1" = 100 Ft. or as shown

PROPERTY INFORMATION APPROXIMATED PER PLAB BY ISLAND COVE DESIGN DATED 1-7-22, TOWN TAX MAP AND AERIAL PHOTOGRAPH. VERIFY PROPERTY LINES TO ASSURE ACCURATE LOCATION PRIOR TO SYSTEM INSTALLATION

SITE LOCATION PLAN (Attach Map from Maine Atlas Recommended)

PROPOSED VEGETABLE PROCESSING FACILITY
 PROPOSED DISPOSAL AREA
 (ERP) 30" DIA. FLAGGED OAK
 PROPOSED 2 BEDROOM DWELLING
 EXISTING 2 BEDROOM DWELLING
 EXISTING GREENHOUSE
 PROPOSED PARKING
 EXISTING BUILDING
 DRILLED WELL

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP 1 Test Pit Boring
 _____ " Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0	FINE SANDY LOAM		BROWN	
10	FINE LOAMY SAND	FRIABLE	YELLOW BROWN	
20			LIGHT YELLOW BROWN	FEW, FAINT
30			BROWN	
40	VERY FINE SANDY LOAM	FIRM	OLIVE BROWN	
50				

Soil Classification Profile B	Slope Condition C	Limiting Factor 20	<input checked="" type="checkbox"/> Ground Water <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
--------------------------------------	--------------------------	---------------------------	--

Observation Hole _____ Test Pit Boring
 _____ " Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0				
10				
20				
30				
40				
50				

Soil Classification Profile _____	Slope Condition _____ %	Limiting Factor _____	<input type="checkbox"/> Ground Water <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
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Site Evaluator Signature *B. A. 2/1*

352 SE #

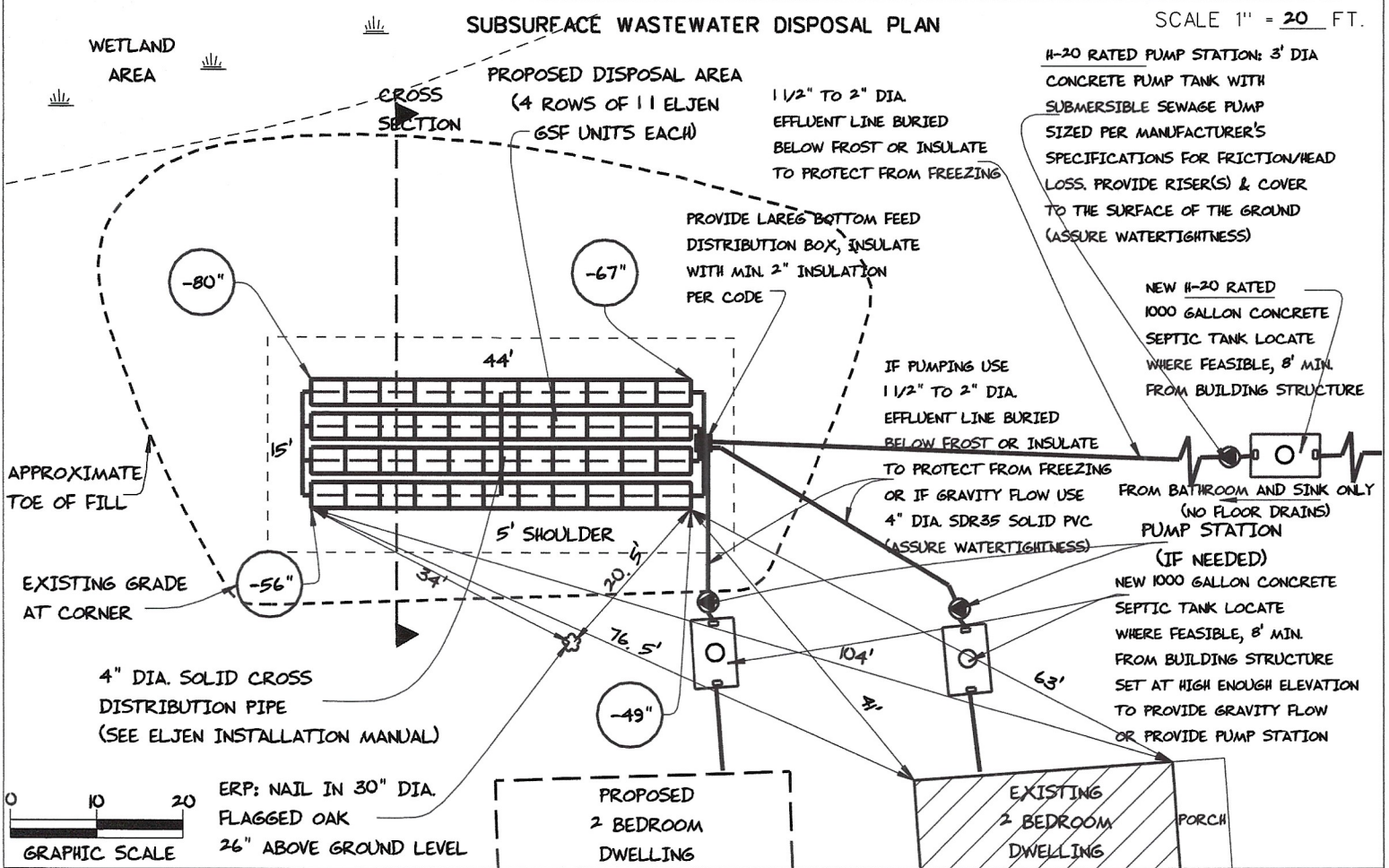
Date *2/3/22*

Page 2 of 3 HHE-200 Rev. 02/11

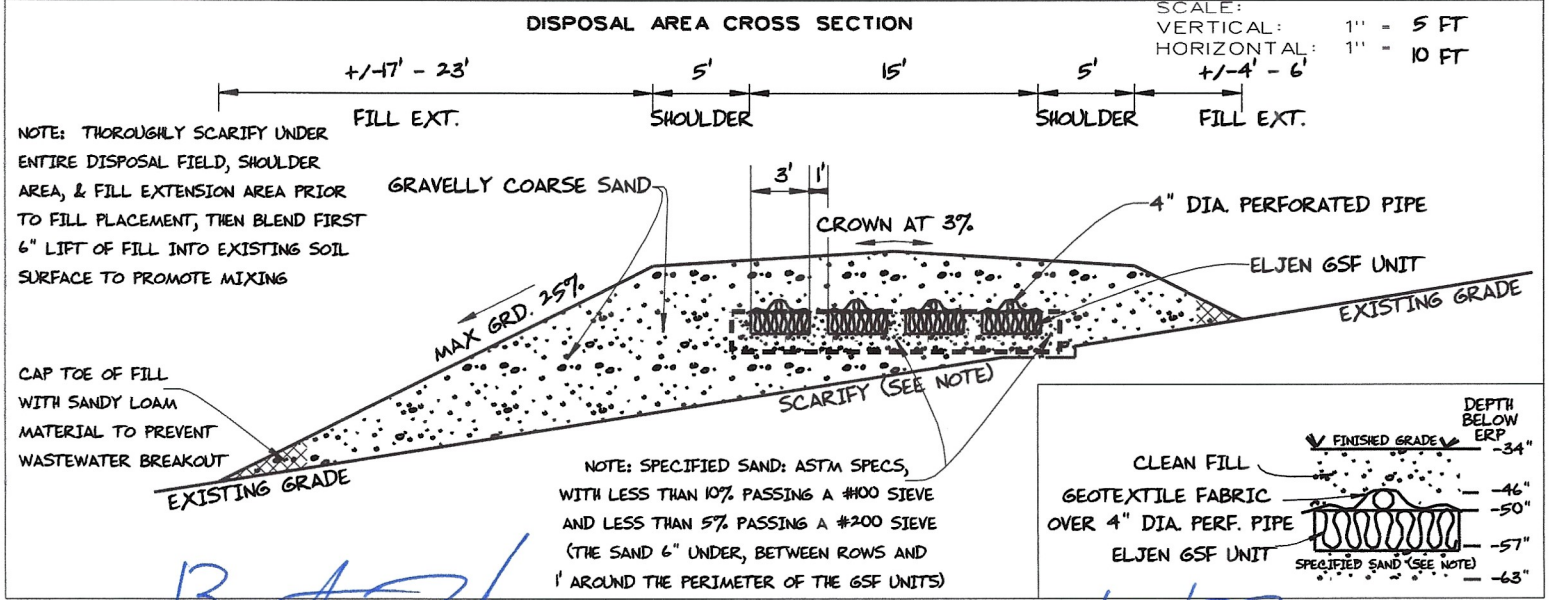
SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Health and Human Services
 Division of Environmental Health
 (207) 287-2070 FAX (207) 287-4172

Town, City, Plantation BOWDOINHAM	Street, Road, Subdivision PORK POINT ROAD	Owner's Name HARVEST TIDE ORGANICS, LLC
---	---	---



FILL REQUIREMENTS	CONSTRUCTION ELEVATIONS	ELEVATION REFERENCE POINT
Depth of Fill (Upslope) : <u>15" - 22"</u>	Finished Grade Elevation	<u>SEE</u> Location & Description 30" DIA FLAGGED
Depth of Fill (Downslope) : <u>33" - 46"</u>	Top of Distribution Pipe or Proprietary Device	<u>DETAIL</u> OAK, NAIL 26" ABOVE BASE
DEPTHS AT CROSS-SECTION (shown below)	Bottom of Disposal Area	<u>BELOW</u> Reference Elevation is: 0.0' or -----



Albert Frick
 Site Evaluator Signature

352
 SE #

2/3/22
 Date

Page 3 of 3
 HHE-200 Rev. 02/11



Albert Frick Associates, Inc.
 Soil Scientists & Site Evaluators
 731 Foss Road Limerick, Maine 04048
 (207) 839-5563

BOWDOINHAM

PORK POINT ROAD

HARVEST TIDE ORGANICS, LLC

TOWN

LOCATION

APPLICANT'S NAME

1) The Plumbing and Subsurface Wastewater Disposal Rules adopted by the State of Maine, Division of Health and Human Services pursuant to 22 M.R.S.A. § 42 (the "Rules") are incorporated herein by reference and made a part of this application and shall be consulted by the owner/applicant, the system installer and/or building contractor for further construction details and material specifications. The system Installer should contact Albert Frick Associates, Inc. 839-5563, if there are any questions concerning materials, procedures or designs. The system installer and/or building contractor installing the system shall be solely responsible for compliance with the Rules and with all state and municipal laws and ordinances pertaining to the permitting, inspection and construction of subsurface wastewater disposal systems.

2) This application is intended to represent facts pertinent to the Rules only. It shall be the responsibility of the owner/applicant, system Installer and/or building contractor to determine compliance with and to obtain permits under all applicable local, state and/or federal laws and regulations (including, without limitation, Natural Resources Protection Act, wetland regulations, zoning ordinances, subdivision regulations, Site Location of Development Act and Minimum Lot Size law) before installing this system or considering the property on which the system is to be installed a "buildable" lot. It is recommended that a wetland scientist be consulted regarding wetland regulations. Prior to the commencement of construction/installation, the local plumbing inspector or Code Enforcement Officer shall inform the owner/applicant and Albert Frick Associates, Inc of any local ordinances which are more restrictive than the Rules in order that the design may be amended. All designs are subject to review by local, state and/or federal authorities. Albert Frick Associates, Inc.'s liability shall be limited to revisions required by regulatory agencies pursuant to laws or regulations in effect at the time of preparation of this application.

3) All information shown on this application relating to property lines, well locations, subsurface structures and underground facilities (such as utility lines, drains, septic systems, water lines, etc.) are based upon information provided by the owner/applicant and has been relied upon by Albert Frick Associates, Inc. in preparing this application. The owner/applicant shall review this application prior to the start of construction and confirm this information. Well locations on abutting properties but not readily visible above grade should be confirmed by the owner/applicant prior to system installation to assure minimum setbacks.

4) Installation of a garbage (grinder) disposal is not recommended. If one is installed, an additional 1000 gallon septic tank or a septic tank filter shall be connected in series to the proposed septic tank. Risers and covers should be installed over the septic tank outlet per the "Rules" to allow for easy maintenance of filter.

5) The septic tank should be pumped within two years of installation and subsequently as recommended by the pump service, but in no event should the septic tank be pumped less often than every three years.

The system user shall avoid introducing kitchen grease or fats into this system. Chemicals such as septic tank cleaners and/or chlorine or water treatment backwash and controlled or hazardous substances shall not be disposed of in this system. Additives such as yeast or enzymes are discouraged, since they have not been proven to extend system life.

6) All septic tanks, pump stations and additional treatment tanks shall be installed to prevent ground water and surface water infiltration. Risers and covers should be properly installed to provide access while preventing surface water intrusion to within 6" of a finished ground surface.

Vehicular traffic over disposal system is prohibited unless specifically designed with H-20 rated components.

ATTACHMENT TO SUBSURFACE WASTEWATER DISPOSAL APPLICATION

BOWDOINHAM	FORK POINT ROAD	HARVEST TIDE ORGANICS, LLC
TOWN	LOCATION	APPLICANT'S NAME

- 7) The actual waste water flow or number of bedrooms shall not exceed the design criteria indicated on this application without a re-evaluation of the system as proposed
- 8) The general minimum setbacks between a well (public or private) and septic system serving a single family residence is 100-300 feet, unless the local municipality has a more stringent requirement. A well installed by an abutter within the minimum setback distances prior to the issuance of a permit for the proposed disposal system may void this design.
- 9) When a gravity system is proposed: BEFORE CONSTRUCTION/INSTALLATION BEGINS, the system installer or building contractor shall review the elevations of all points given in this application and the elevation of the existing and/or proposed building drain and septic tank inverts for compatibility to minimum pitch requirements. In gravity systems, the invert of the septic tank(s) outlet(s) should be at least 4 inches above the invert of the distribution box outlet at the disposal area.
- 10) When an effluent pump is required: Pump stations should be sized per manufacturer's specifications to meet lift requirements and friction loss. Provisions shall be made to make certain that surface and ground water does not enter the septic tank or pump station, by sealing/grouting all seams and connections, and by placement of a riser and lid at or above grade. An alarm device warning of a pump failure shall be installed. Also, when pumping is required of a chamber system, install a 'T' connection in the distribution box and place 3 inches of stone or a splash plate in the first chamber. Insulate gravity pipes, pump lines and the distribution box as necessary to prevent freezing.
- 11) On all systems, remove the vegetation, organic duff and old fill material from under the disposal area and any fill extension. Additional fill beyond indicated on plan may be necessary to replace organic matter. On sites where the proposed system is to be installed in natural soil, scarify the bottom and sides of the excavated disposal area with a rake. Do not use wheeled equipment on the scarified soil surface. For systems installed in fill, scarify the native soil by roto-tilling or scarifying with teeth of backhoe to a depth of at least 8 inches over the entire disposal and fill extension area to prevent glazing and to promote fill bonding. Place fill in loose layers no deeper than 8 inches and compact before placing more fill (this ensures that voids and loose pockets are eliminated to minimize the chance of leakage or differential settling). Do not use wheeled equipment on the scarified soil area until after 12 inches of fill is in place. Keep equipment off proprietary devices. Divert the surface water away from the disposal area by ditching or shallow landscape swales.
- 12) Unless noted otherwise, fill shall be gravelly coarse sand, which contains no more than 5% fines (silt and clay). Crushed stone shall be clean and free of any rock dust from the crushing process.
- 13) Do not install systems on loamy, silty, or clayey soils during wet periods since soil smearing/glazing may seal off the soil interface.
- 14) Seed all filled and disturbed surfaces with perennial grass seed, with 4" min. soil or soil amendment mix suitable for growing, then mulch with hay or equivalent material to prevent erosion. Alternatively, bark or permanent landscape mulch may be used to cover system. Woody trees or shrubs are not permitted on the disposal area or fill extensions.
- 15) If an advanced wastewater treatment unit is part of the design, the system shall be operated and maintained per manufacturer's specifications.



Albert Frick Associates, Inc.
Soil Scientists & Site Evaluators
731 Fox Road Limerick, Maine 04048
(207) 839-5563

Letter Regarding Wash Water Catchment System

An excerpt from the Bowdoinham Comprehensive Town Plan:

Agriculture has always been an important part of Bowdoinham's history and continues to be one of its strong economic sectors.

Goals

- 1. To enhance the viability of agriculture so that it will remain an economic strength for future generations.*
- 2. To promote buying local foods and enhance opportunities to obtain local foods.*
- 3. To safeguard our agricultural resources.*
- 4. To encourage economically viable, ecologically sound and socially responsible agriculture*

Key Issues

How can the Town support and encourage the growth of its agricultural sector?

Access to land and good soils is a necessity.

Town programs and policies need to support agricultural uses.

Recommendations

- 8. Encourage and support agricultural businesses and productive agriculture operations*
- 15. Support the growth of an organic farm cluster to enhance our regional agricultural opportunities*

The proposed project will include space designed to carry out vegetable washing operations. This will include proper drainage to allow for rinse water to safely and effectively be managed inside the building and to be efficiently moved to a properly designed and sited area outside the building. This specific rinse water issue exists as a gray area in the State regulations for waste water management.

Retired State Soil scientist David Rocque completed an onsite survey of the subject property in 2018, including taking soil core samples from the area of the proposed building development. Mr. Rocque has granted letters of guidance to several farms in Maine, supporting a vegetable rinse water drainage system that included a drain line to an open pipe outlet terminating at a riprap bed to disperse the rinse water and to slow down its potential for erosion. This is the type of system he verbally suggested to us. Unfortunately, Mr. Rocque retired in 2021, and the State has not as yet hired a replacement. Additionally, he left no process by which future agricultural developments (such as ours) could utilize in order to garner the letter of guidance from the State.

This has left the proposed building in a somewhat perilous state. There is no plan to include subsurface wastewater management infrastructure for the rinse water management of this project. That kind of infrastructure is both an unnecessary financial burden, creates additional complexity to the proposed project, and it would have issues with management as rinsed soil accumulates and fills in the subsurface system. An above ground system allows easier access to clear out or dilute accumulated soils. We have designed a trench drain system for this project based on a design by The University of Vermont Extension Agricultural Engineering (Ref: proposed site plan sheet P0.1 and details on sheet D1 of section 7). The proposed plan

would have a two part system for mitigating all concerns with regard to the drainage of this specific rinse water;

1. The trench drains inside the building will be outfitted with a standpipe in order to mitigate the flow of sediment, soils, or larger organic materials into the proposed drain system. These troughs can be cleared out on a regular basis as a part of a standard workspace cleanup effort.
2. The proposed 6' x 12' Rip Rap apron designed to slow down and disperse the rinse water as it enters the managed vegetative buffer zone surrounding the apron. The area surrounding the proposed apron could also include a vegetative berm.

This system goes above and beyond what in practice is the standard for Maine built agriculture buildings of this scale and intended use. This is a reasonable and responsible plan for a specific issue that is, unfortunately, not clearly managed or regulated at the State level. This proposed system requires the Town of Bowdoinham and the Planning Board to support the responsible development of Agricultural Resources, which this building as proposed accomplishes.

Sincerely,
Eric Ferguson – Owner

Harvest Tide Organics

Tier II Site Plan Application

Section 6. Building Plans

HARVEST TIDE ORGANICS AGRICULTURAL FACILITY

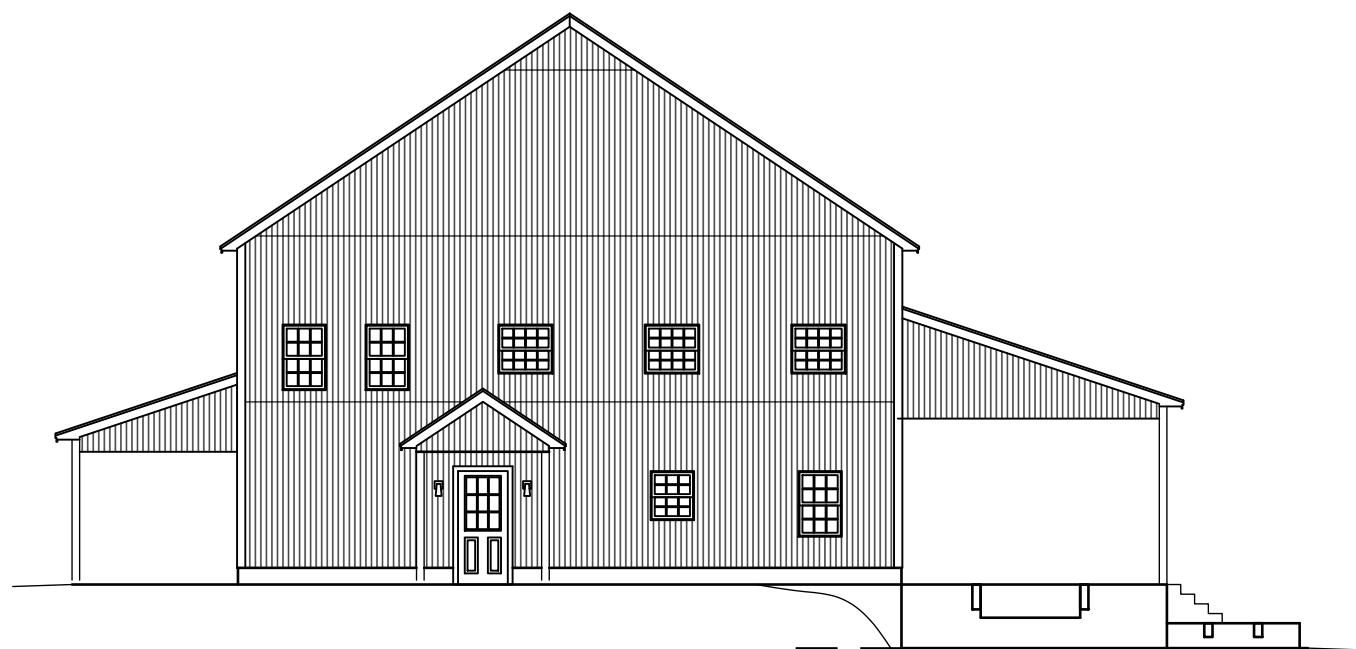
304 PORK POINT ROAD
BOWDOINHAM, ME

CONCEPT DRAWINGS FOR:



304 PORK POINT ROAD
BOWDOINHAM, ME
(207) 449-7274

NEW WASHING & STORAGE BUILDING



DRAWING INDEX

DWG#	DESCRIPTION	REV	DWG#	DESCRIPTION	REV
SK-CS	COVER SHEET	1			
SK-C1	FIRST FLOOR PLAN	3			
SK-C1.1	SECOND FLOOR PLAN	0			
SK-C2	EAST ELEVATION	2			
SK-C3	NORTH ELEVATION	2			
SK-C4	WEST ELEVATION	2			
SK-C5	SOUTH ELEVATION	2			

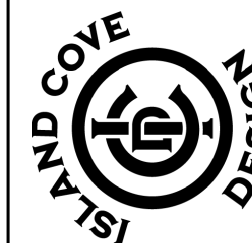
HARVEST TIDE ORGANICS
304 PORK POINT ROAD
BOWDOINHAM, ME

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE BUILDING CODES

ISLAND COVE DESIGN, LLC

P.O. BOX 760
BOOTHBAY, ME 04537

www.IslandCoveDesign.com
(207) 370-8338

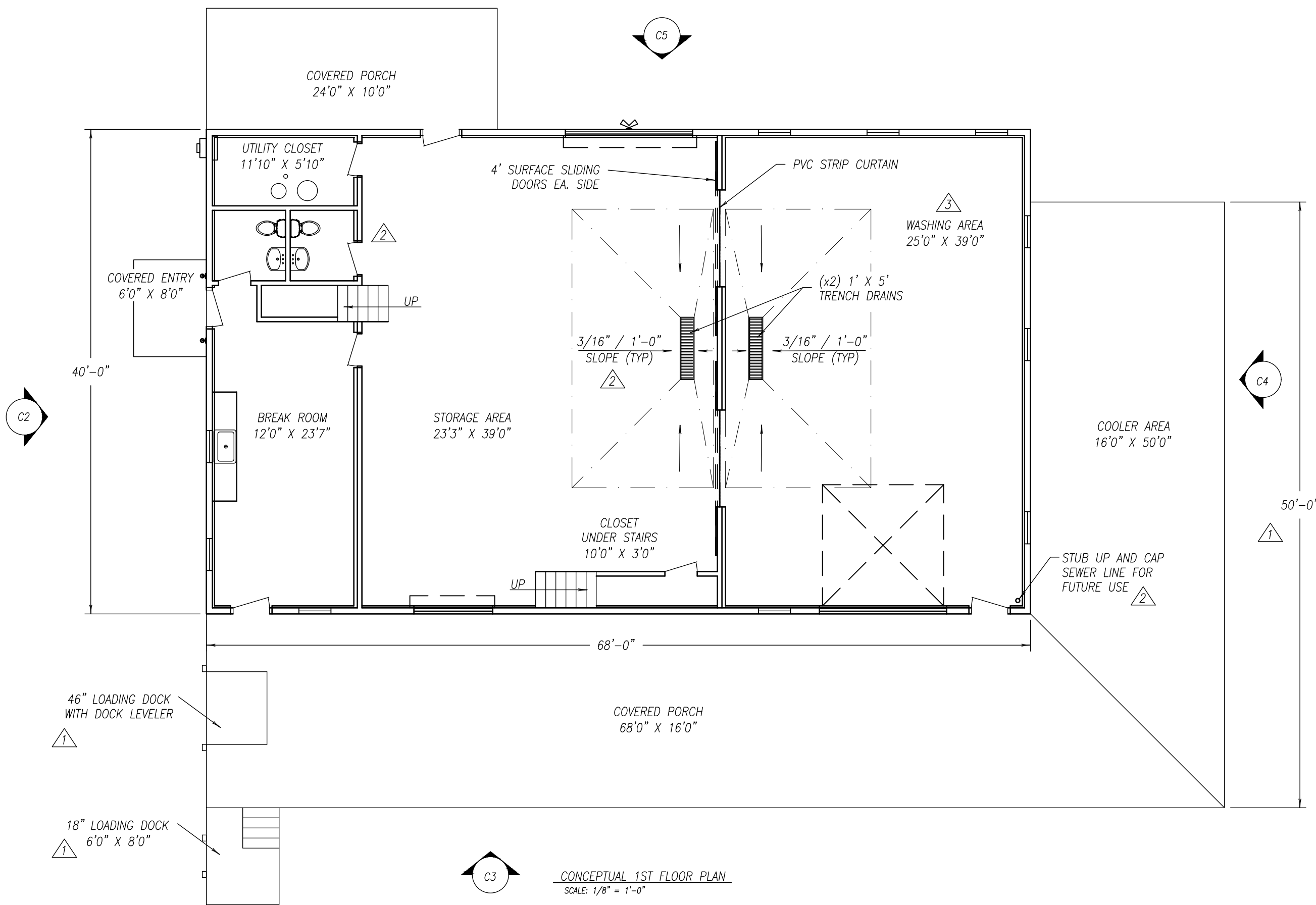


REVISION	BY	DATE	REVISION DESCRIPTION
1	BW	3/27/2022	REVISED PER COMMENTS

ANY ALTERATION TO THIS DRAWING, AUTHORIZED OR OTHERWISE, SHALL BE AT THE SOLE RISK AND RESPONSIBILITY OF THE USER WITHOUT LIABILITY TO ISLAND COVE DESIGN, LLC.

COVER SHEET

DESIGNER:	WJW
DATE:	1/15/2022
SCALE:	NTS
SHEET SIZE: 11" x 17" (ANSI B)	
PROJECT #:	21-108
SHEET:	SK-CS



CONCEPTUAL 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"

HARVEST TIDE ORGANICS
304 PORK POINT ROAD
BOWDOINHAM, ME

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE BUILDING CODES

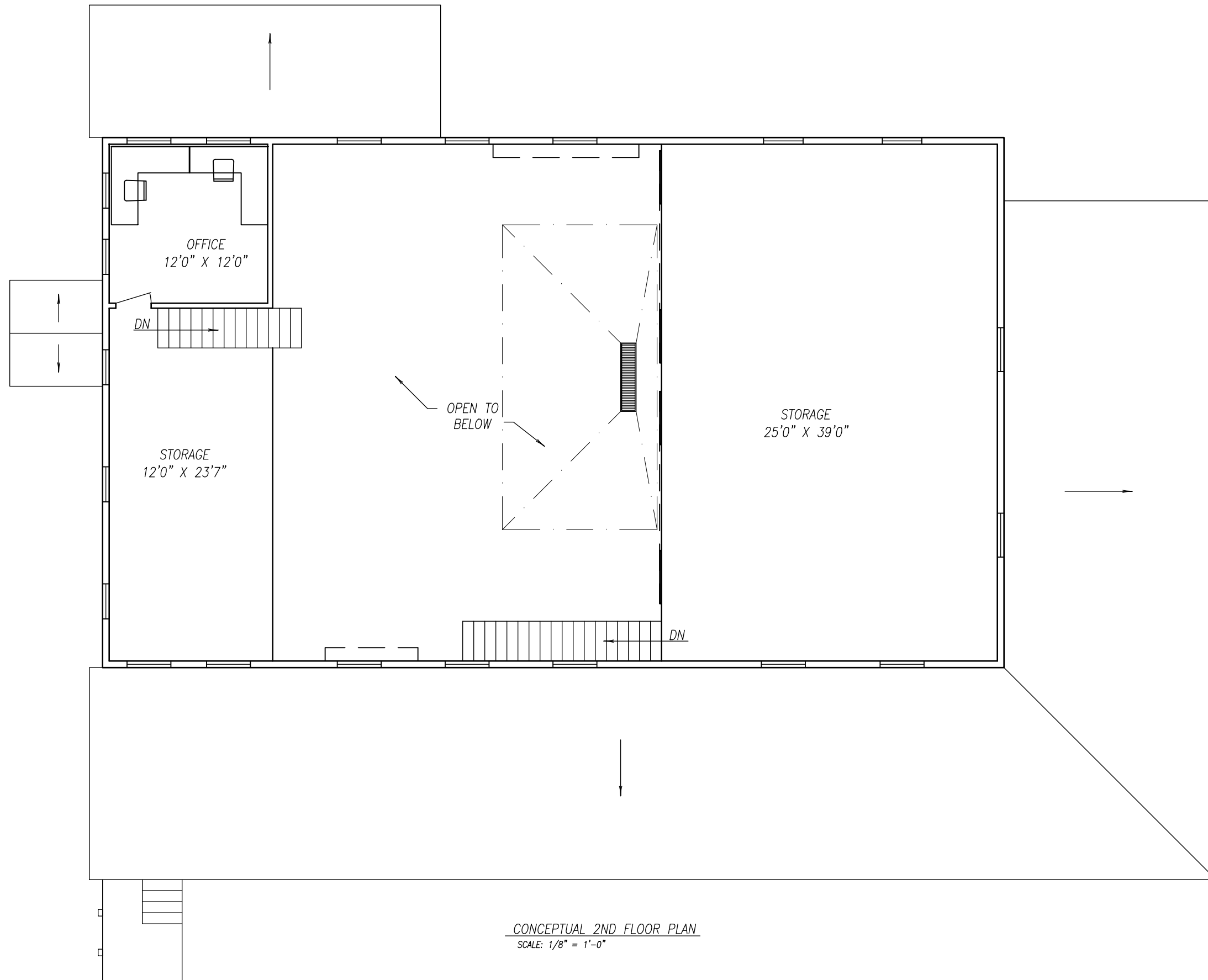
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BOOTHBAY, ME 04537
www.IslandCoveDesign.com
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NO.	REVISION	BY	DATE	DESCRIPTION
3	BW	3/27/2022		REVISED PER COMMENTS
2	BW	1/15/2022		REVISED PER CONFERENCE COMMENTS
1	BW	1/9/2022		REVISED PER COMMENTS

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CONCEPTUAL PLAN	
DESIGNER:	WJW
DATE:	12/18/2021
SCALE:	1/8" = 1'-0"
SHEET SIZE: 11" x 17" (ANSI B)	
PROJECT #:	21-110
SHEET:	SK-C1



CONCEPTUAL 2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"

HARVEST TIDE ORGANICS
304 PORK POINT ROAD
BOWDOINHAM, ME

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE BUILDING CODES

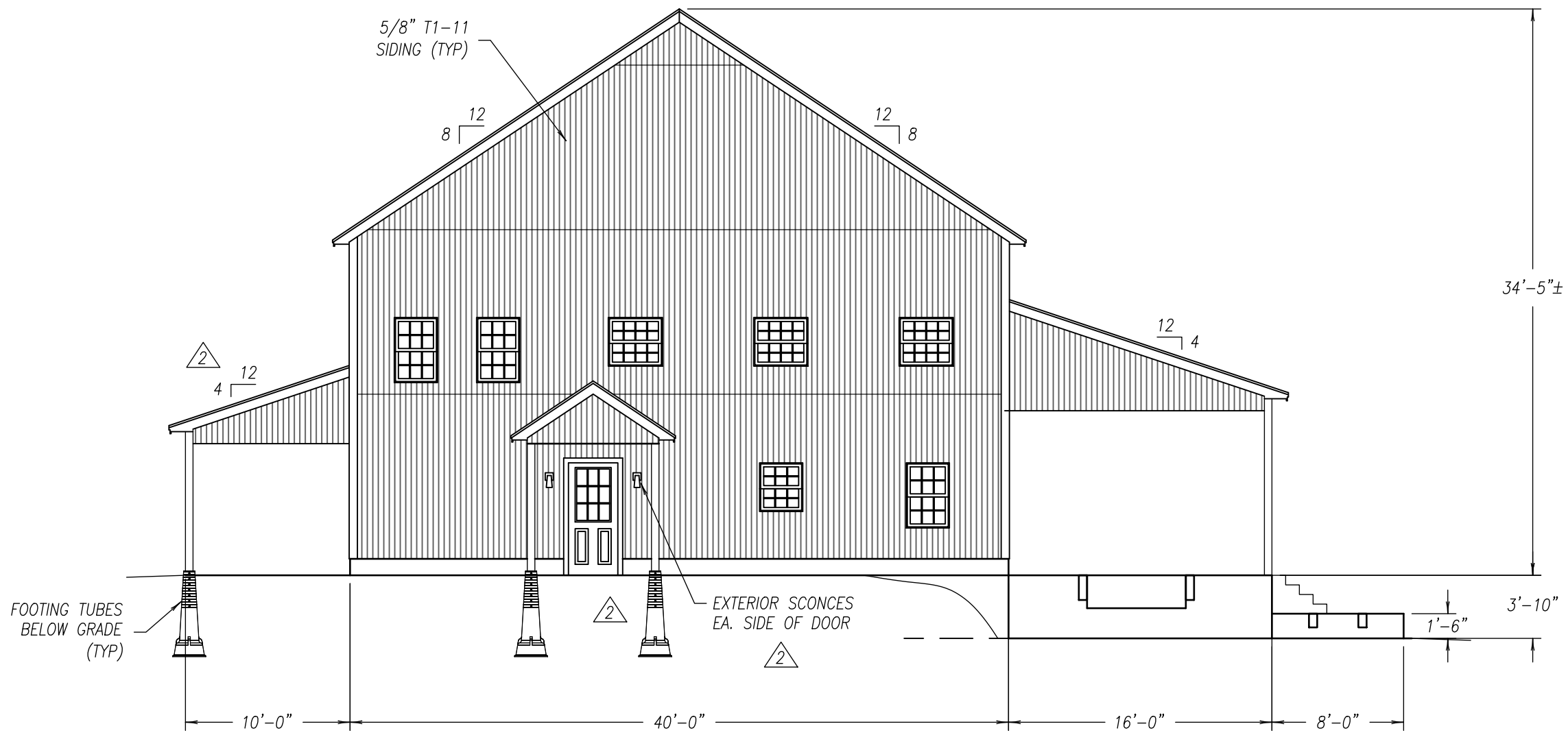
ISLAND COVE DESIGN, LLC
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BOOTHBAY, ME 04537
www.IslandCoveDesign.com
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REVISION	BY	DATE	REVISION DESCRIPTION

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CONCEPTUAL PLAN	
DESIGNER:	W/JW
DATE:	1/15/2022
SCALE:	1/8" = 1'-0"
SHEET SIZE: 11" x 17" (ANSI B)	
PROJECT #:	21-110
SHEET:	SK-C1.1



CONCEPT #2 EAST ELEVATION (FRONT)
SCALE: 1/8" = 1'-0"

HARVEST TIDE ORGANICS
304 PORK POINT ROAD
BOWDOINHAM, ME

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE BUILDING CODES

ISLAND COVE DESIGN, LLC
P.O. BOX 760
BOOTHBAY, ME 04537

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REVISION	BY	DATE	REVISION DESCRIPTION
2	BW	1/15/2022	REVISED PER CONFERENCE COMMENTS
1	BW	1/9/2022	REVISED PER COMMENTS

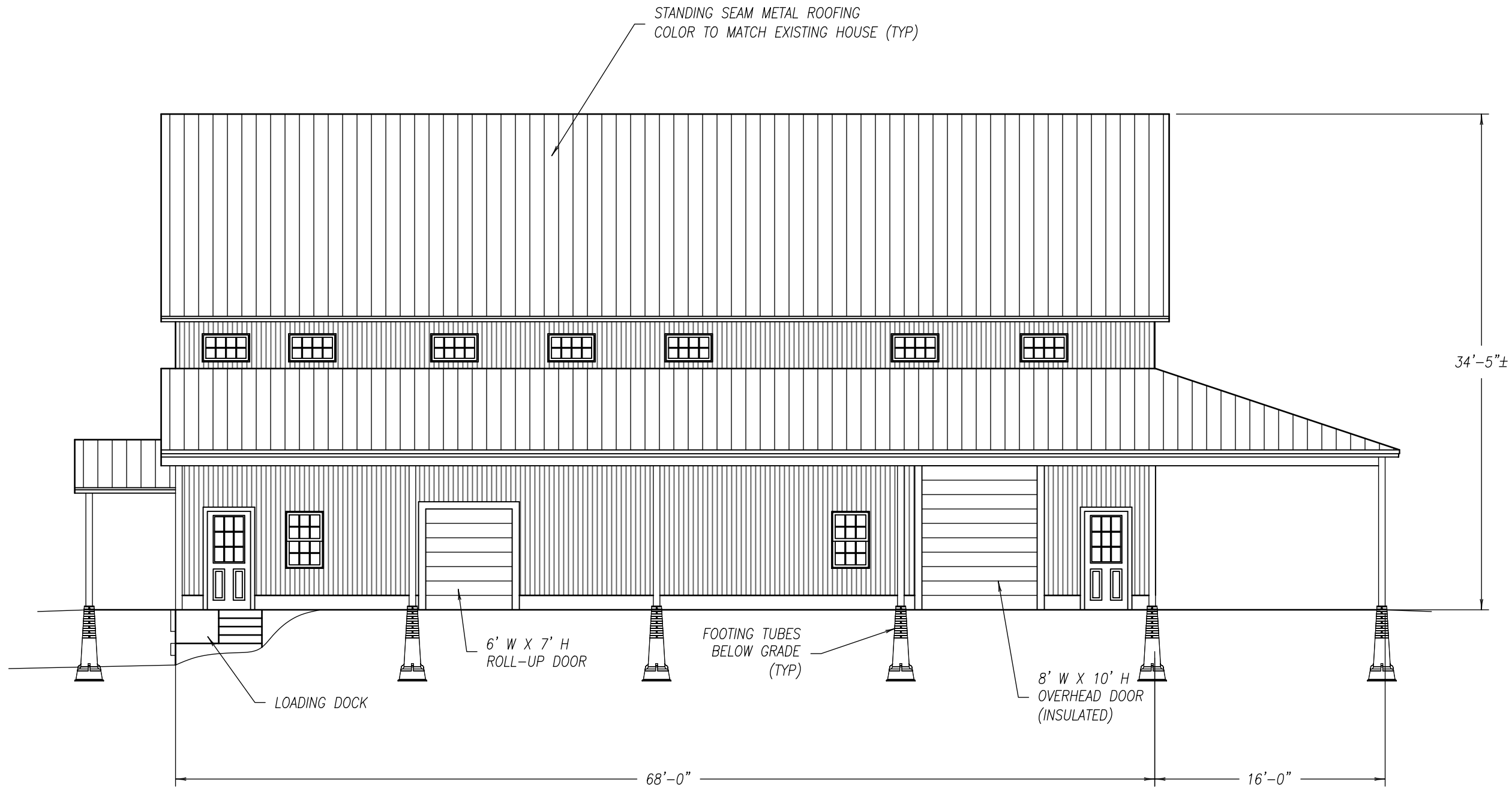
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CONCEPT #2 ELEV.

DESIGNER: W/JW
DATE: 1/9/2022
SCALE: 1/8" = 1'-0"

SHEET SIZE: 11" x 17" (ANSI B)

PROJECT #: 21-110
SHEET: SK-C2



STANDING SEAM METAL ROOFING
 COLOR TO MATCH EXISTING HOUSE (TYP)

34'-5"±

LOADING DOCK

6' W X 7' H
 ROLL-UP DOOR

FOOTING TUBES
 BELOW GRADE
 (TYP)

8' W X 10' H
 OVERHEAD DOOR
 (INSULATED)

68'-0"

16'-0"

CONCEPT #2 NORTH ELEVATION (RIGHT SIDE)
 SCALE: 1/8" = 1'-0"

HARVEST TIDE ORGANICS
 304 PORK POINT ROAD
 BOWDOINHAM, ME

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL
 APPLICABLE BUILDING CODES

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 BOOTHBAY, ME 04537

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 (207) 370-8338



REVISION	BY	DATE	REVISION DESCRIPTION
2	BW	1/15/2022	REVISED PER CONFERENCE COMMENTS
1	BW	1/9/2022	REVISED PER COMMENTS

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CONCEPT #2 ELEV.

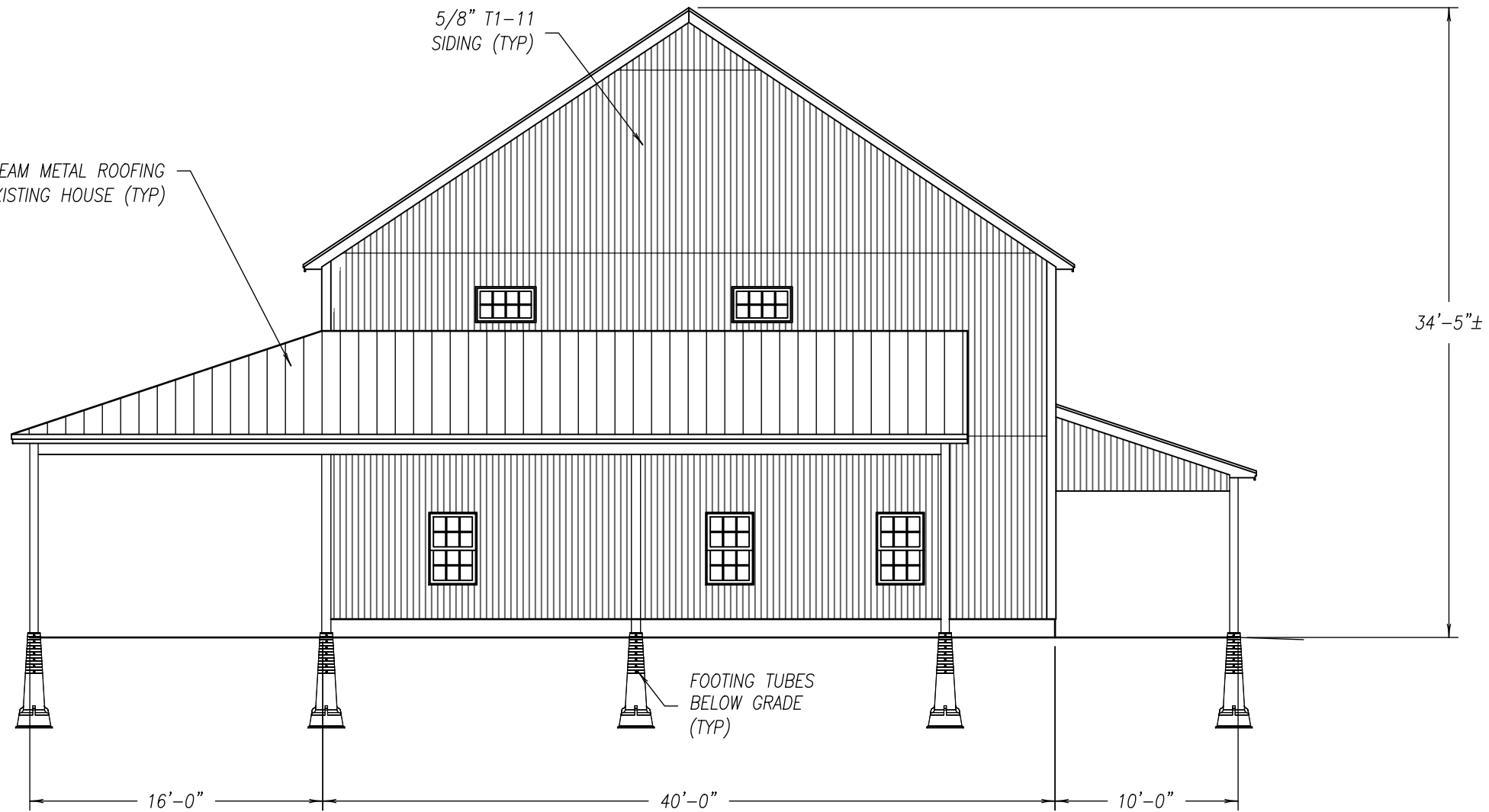
DESIGNER: W/JW
 DATE: 1/9/2022
 SCALE: 1/8" = 1'-0"

SHEET SIZE: 11" x 17" (ANSI B)

PROJECT #: 21-110
 SHEET: SK-C3

1
STANDING SEAM METAL ROOFING
COLOR TO MATCH EXISTING HOUSE (TYP)

5/8" T1-11
SIDING (TYP)



FOOTING TUBES
BELOW GRADE
(TYP)

34'-5"±

16'-0"

40'-0"

10'-0"

CONCEPTUAL WEST ELEVATION (REAR)
SCALE: 1/8" = 1'-0"

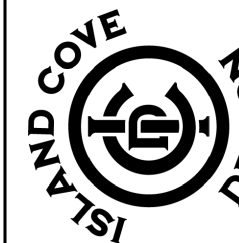
HARVEST TIDE ORGANICS
304 PORK POINT ROAD
BOWDOINHAM, ME

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL
APPLICABLE BUILDING CODES

ISLAND COVE DESIGN, LLC

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REVISION	BY	DATE	REVISION DESCRIPTION
2	BW	1/15/2022	REVISED PER CONFERENCE COMMENTS
1	BW	1/9/2022	REVISED PER COMMENTS

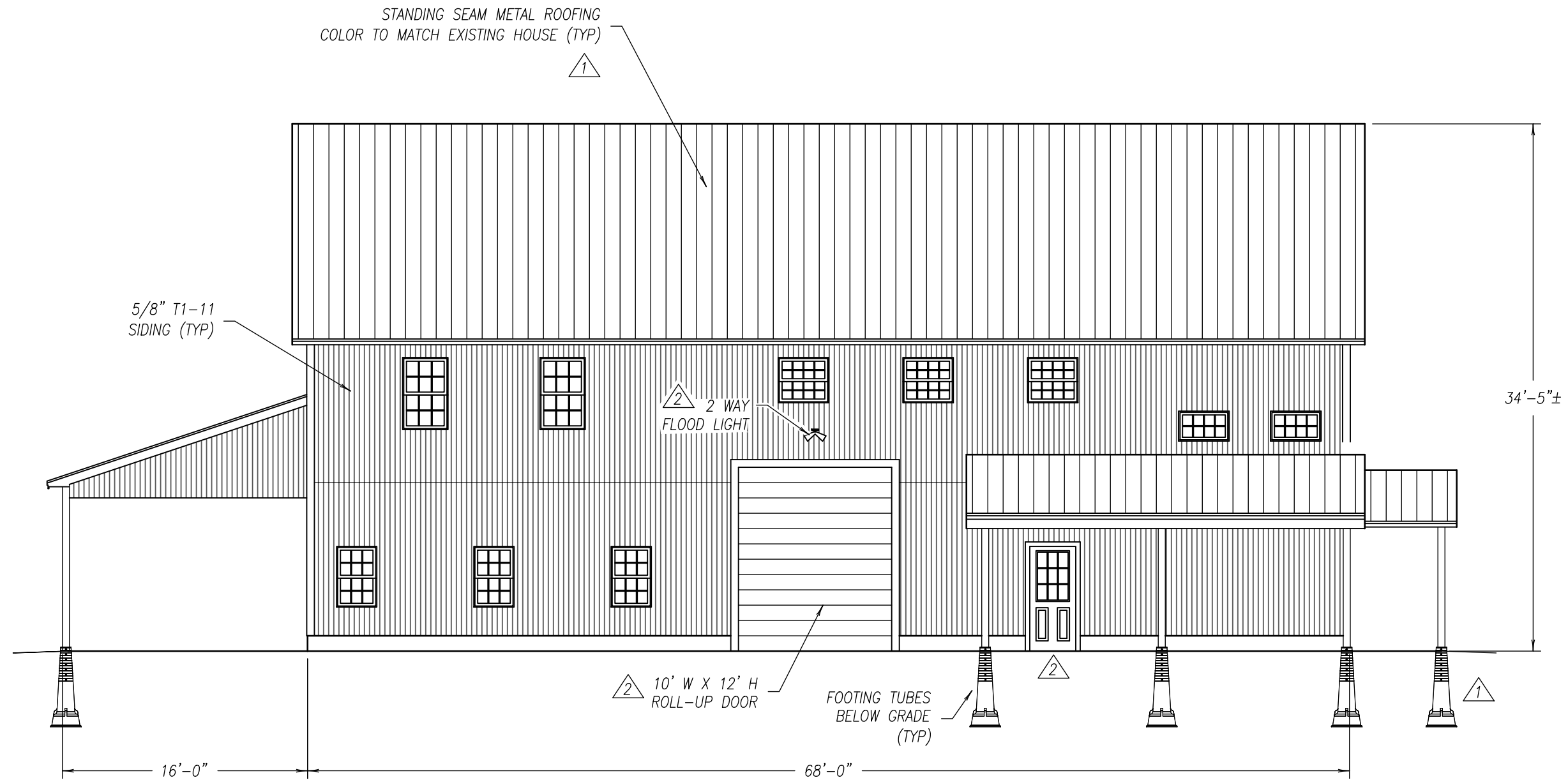
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CONCEPT ELEV.

DESIGNER:	W/JW
DATE:	12/29/2021
SCALE:	1/8" = 1'-0"

SHEET SIZE: 11" x 17" (ANSI B)

PROJECT #:	21-110
SHEET:	SK-C4



CONCEPTUAL SOUTH ELEVATION (LEFT SIDE)
SCALE: 1/8" = 1'-0"

HARVEST TIDE ORGANICS
304 PORK POINT ROAD
BOWDOINHAM, ME

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE BUILDING CODES

ISLAND COVE DESIGN, LLC
P.O. BOX 760
BOOTHBAY, ME 04537

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CONCEPT ELEV.

DESIGNER:	WJW
DATE:	12/29/2021
SCALE:	1/8" = 1'-0"
SHEET SIZE:	11" x 17" (ANSI B)
PROJECT #:	21-110
SHEET:	SK-C5

Tier II Site Plan Application

Section 7. Site Plans

- a. Copy of boundary survey
- b. Existing site plan
- c. Proposed site plan
- d. Section detail of wash water catchment and drainage system

REFERENCE PLANS

- STANDARD BOUNDARY SURVEY OF MARRINER LUMBER CO. PROPERTY & DERRIL O. LAMB ESTATE DATED JANUARY, 2001 BY BRIAN SMITH SURVEYING, INC.
- PROPERTY DIVISION LINE BETWEEN LANDS OF MAXWELL AND DUNLAP DATED SEPT. 1972 BY WRIGHT, PIERCE, BARNES & WYMAN RECORDED IN SAGADAHOC COUNTY REGISTRY OF DEEDS PLAN BOOK 9, PAGE 954.

NOTES

- NO LAYOUT OF PORK POINT ROAD WAS FOUND. ROAD WIDTH ON PREVIOUS SURVEYS HAVE SHOWN SAID ROAD WIDTH TO BE 3 RODS. ROAD WIDTH SHOWN ON THIS 2018 SURVEY IS ASSUMED TO BE 3 RODS (49.50) CENTERED ON EXISTING TRAVELED WAY.
- OWNERSHIP OF MAXWELL ISLAND HAS NOT BEEN DETERMINED AS PART OF THIS SURVEY.
- SEE DEED FROM LEDBETTER AND BOWERS TO MAINE FARMLAND TRUST, INC. DATED FEBRUARY 20th, 2016 AND RECORDED AT THE SAGADAHOC COUNTY REGISTRY OF DEEDS IN BOOK 2016R, PAGE 01410 (DOC. #2016R-01410)
- SEE DEED TO BETHANY L. ALLEN & ERIC R. FERGUSON RECORDED AT SAID REGISTRY IN BOOK 2016R, PG 05050 (DOC. #2016R-05050).

LEGEND

- MONUMENT FOUND
- IRON MARKER FOUND
- 5/8" REBAR SET PLS #1175
- BOUNDARY LINE OF SURVEYED PARCEL
- - - BOUNDARY LINE OF ABUTTERS (APPROX.)
- - - ROAD RIGHT OF WAY LINE (APPROX.)
- COMPUTATIONAL TIE LINE
- STONE WALL (APPROX.)
- EDGE OF TRAVELED WAY
- UTILITY LINE
- CMP 13 UTILITY POLE WITH NUMBER
- APPROXIMATE TREE LINE
- IRP IRON PIPE FOUND
- IRF IRON ROD FOUND
- DH DRILL HOLE
- BK 10674, PG 197 DEED BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
- PB 195, PG 130 PLAN BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
- R/W RIGHT OF WAY
- N/F NOW OR FORMERLY HELD BY
- AC. ACRES
- ± MORE OR LESS

SAGADAHOC COUNTY REGISTRY OF DEEDS:

RECEIVED _____
 AT _____ HRS _____ MIN _____ M, AND
 FILED IN PLAN BOOK _____ PAGE _____
 ATTESTED: _____ REGISTER

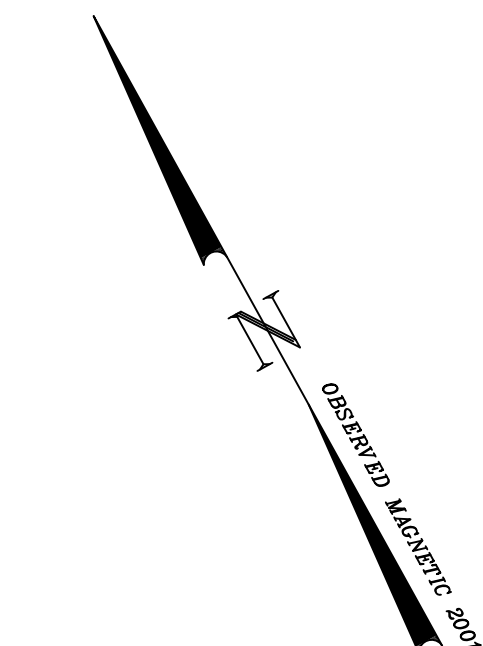
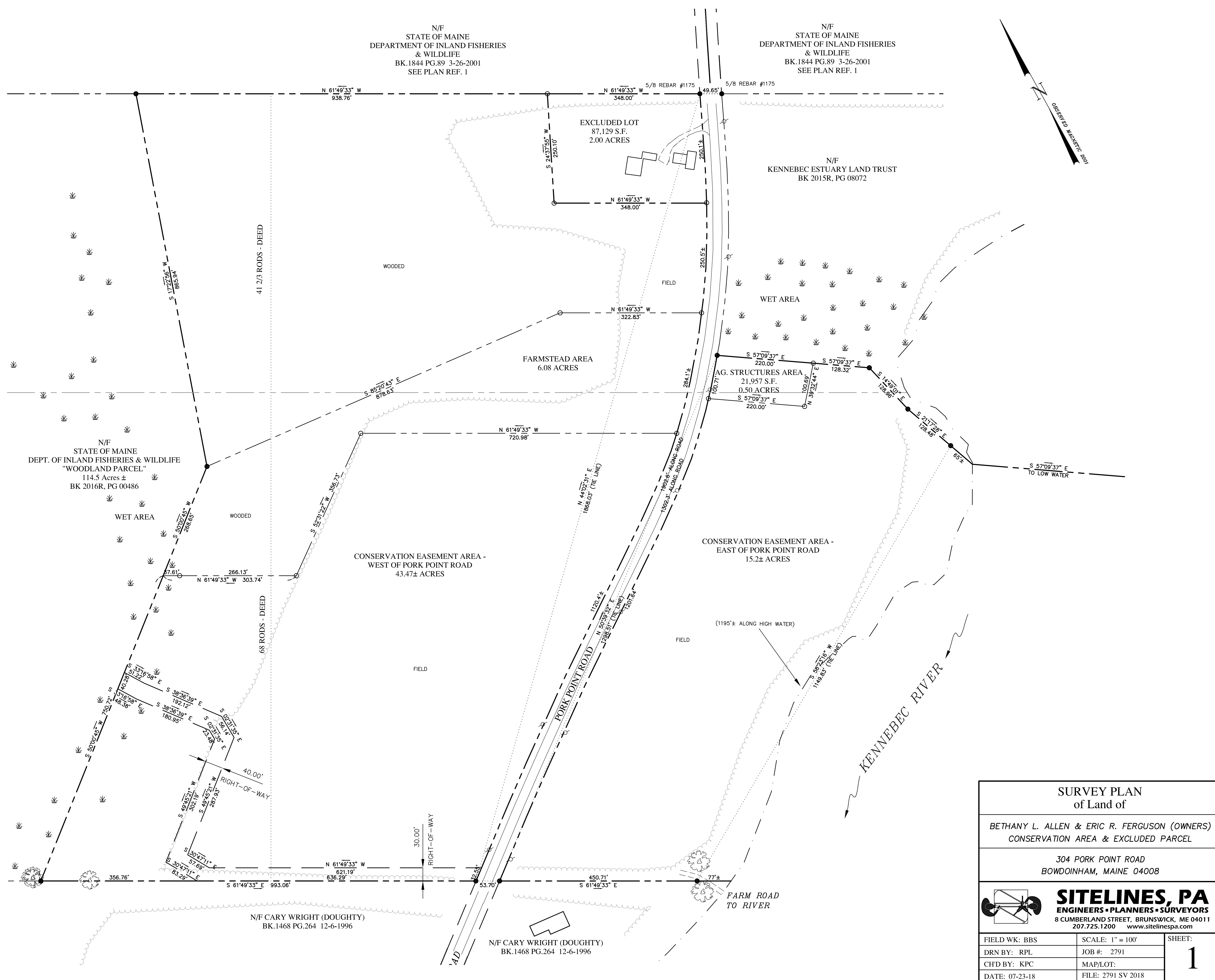
SURVEYOR'S CERTIFICATION:

THE PREPARER HEREBY CERTIFIES TO MAINE FARMLAND TRUST, INC. AND STATE OF MAINE, DEPARTMENT OF INLAND FISHERIES & WILDLIFE, THAT THIS SURVEY HAS BEEN UNDERTAKEN IN CONFORMANCE WITH THE RULES SET FORTH BY THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, DATED APRIL 1, 2001, FOR A BOUNDARY SURVEY.

STATE OF MAINE
 KEVIN P. CLARK
 #2245
 PROFESSIONAL LAND SURVEYOR

DATE _____
 KEVIN P. CLARK, PLS #2245

NOT VALID UNLESS EMBOSSED HERE



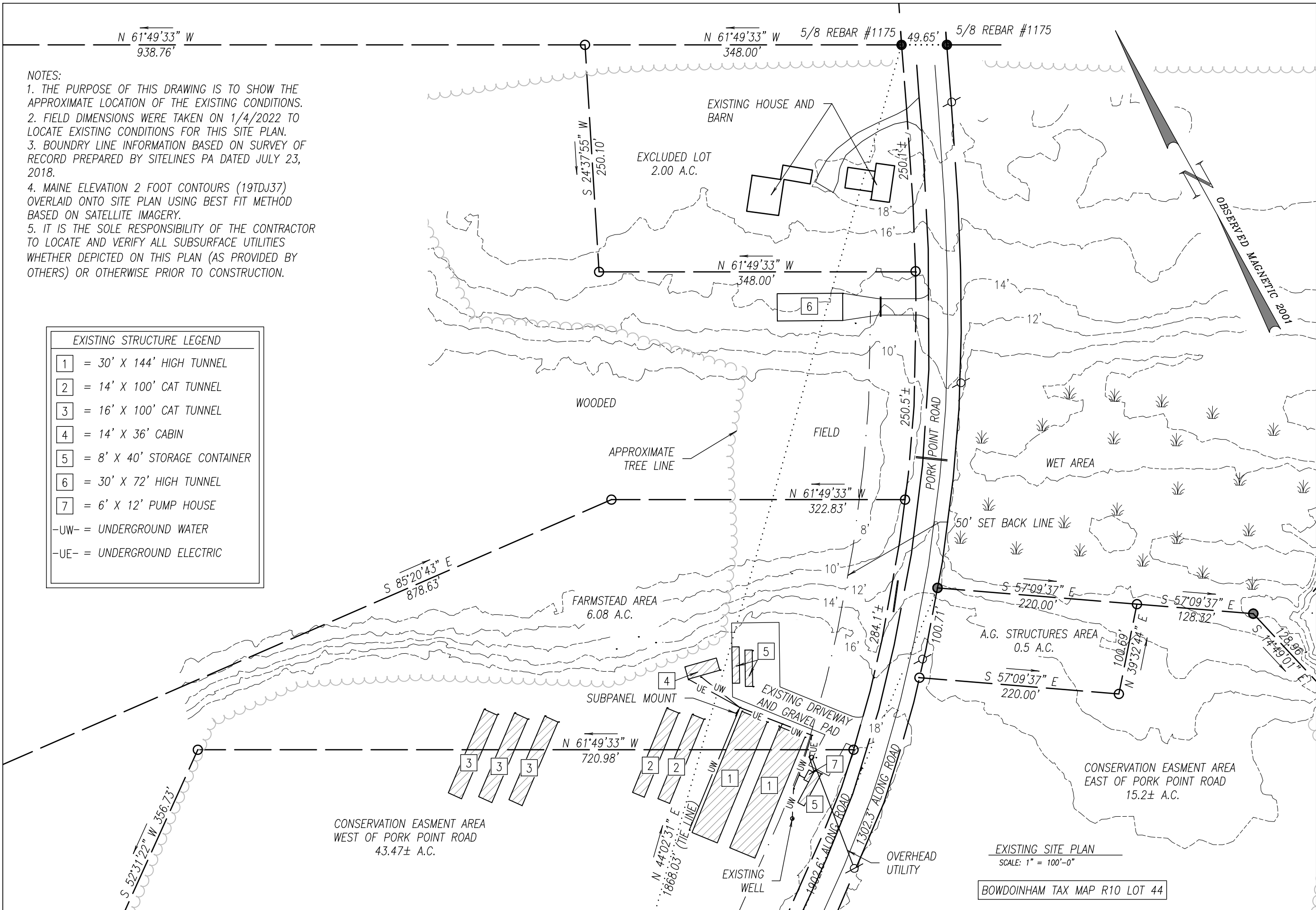
SURVEY PLAN of Land of		
BETHANY L. ALLEN & ERIC R. FERGUSON (OWNERS) CONSERVATION AREA & EXCLUDED PARCEL		
304 PORK POINT ROAD BOWDOINHAM, MAINE 04008		
SITELINES, PA ENGINEERS • PLANNERS • SURVEYORS 8 CUMBERLAND STREET, BRUNSWICK, ME 04011 207.725.1200 www.sitelinespa.com		
FIELD WK: BBS	SCALE: 1" = 100'	SHEET:
DRN BY: RPL	JOB #: 2791	1
CH'D BY: KPC	MAP/LOT:	
DATE: 07-23-18	FILE: 2791 SV 2018	

N 61°49'33" W
938.76'

N 61°49'33" W 5/8 REBAR #1175 49.65' 5/8 REBAR #1175
348.00'

- NOTES:
1. THE PURPOSE OF THIS DRAWING IS TO SHOW THE APPROXIMATE LOCATION OF THE EXISTING CONDITIONS.
 2. FIELD DIMENSIONS WERE TAKEN ON 1/4/2022 TO LOCATE EXISTING CONDITIONS FOR THIS SITE PLAN.
 3. BOUNDARY LINE INFORMATION BASED ON SURVEY OF RECORD PREPARED BY SITELINES PA DATED JULY 23, 2018.
 4. MAINE ELEVATION 2 FOOT CONTOURS (19TDJ37) OVERLAID ONTO SITE PLAN USING BEST FIT METHOD BASED ON SATELLITE IMAGERY.
 5. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND VERIFY ALL SUBSURFACE UTILITIES WHETHER DEPICTED ON THIS PLAN (AS PROVIDED BY OTHERS) OR OTHERWISE PRIOR TO CONSTRUCTION.

EXISTING STRUCTURE LEGEND	
1	= 30' X 144' HIGH TUNNEL
2	= 14' X 100' CAT TUNNEL
3	= 16' X 100' CAT TUNNEL
4	= 14' X 36' CABIN
5	= 8' X 40' STORAGE CONTAINER
6	= 30' X 72' HIGH TUNNEL
7	= 6' X 12' PUMP HOUSE
-UW-	= UNDERGROUND WATER
-UE-	= UNDERGROUND ELECTRIC



HARVEST TIDE ORGANICS
304 PORK POINT ROAD
BOWDOINHAM, ME

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE BUILDING CODES

ISLAND COVE DESIGN, LLC
P.O. BOX 760
BOOTHBAY, ME 04537
www.IslandCoveDesign.com
(207) 370-8338



REVISION BY	DATE	REVISION DESCRIPTION

ANY ALTERATION TO THIS DRAWING, AUTHORIZED OR OTHERWISE, SHALL BE AT THE SOLE RISK AND RESPONSIBILITY OF THE USER WITHOUT LIABILITY TO ISLAND COVE DESIGN, LLC.

EXISTING SITE PLAN	
DESIGNER:	W/J
DATE:	2/7/2022
SCALE:	1" = 100'-0"
SHEET SIZE: 11" x 17" (ANSI B)	
PROJECT #:	21-110
SHEET:	P0

EXISTING SITE PLAN
SCALE: 1" = 100'-0"

BOWDOINHAM TAX MAP R10 LOT 44

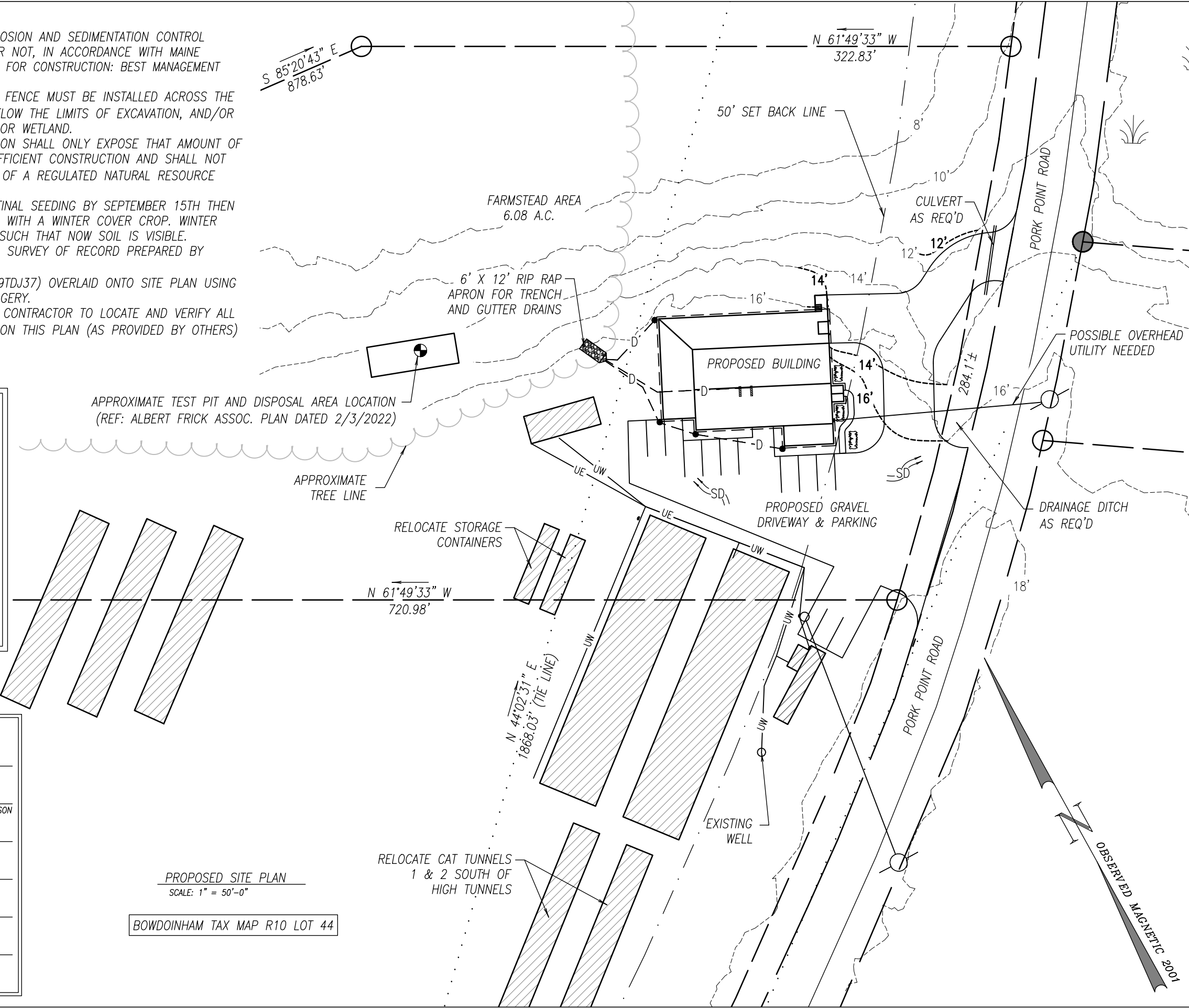
NOTES:

- EXCAVATION CONTRACTOR TO FOLLOW EROSION AND SEDIMENTATION CONTROL PROCEDURES, WHETHER SPECIFIED HERE OR NOT, IN ACCORDANCE WITH MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES, DATED MARCH 2003.
- PRIOR TO BEGINNING CONSTRUCTION SILT FENCE MUST BE INSTALLED ACROSS THE SLOPE(S) ON THE CONTOUR AT OR JUST BELOW THE LIMITS OF EXCAVATION, AND/OR JUST ABOVE ANY ADJACENT WATERCOURSE OR WETLAND.
- AREAS UNDERGOING ACTUAL CONSTRUCTION SHALL ONLY EXPOSE THAT AMOUNT OF SOIL NECESSARY FOR PROGRESSIVE AND EFFICIENT CONSTRUCTION AND SHALL NOT EXCEED 14 DAYS. ANY AREAS WITHIN 100' OF A REGULATED NATURAL RESOURCE MUST BE STABILIZED WITHIN 48 HOURS.
- IF DISTURBED AREAS DO NOT RECEIVE FINAL SEEDING BY SEPTEMBER 15TH THEN THOSE DISTURBED AREAS MUST BE SEEDED WITH A WINTER COVER CROP. WINTER SEEDING SHALL BE COVERED WITH MULCH SUCH THAT NOW SOIL IS VISIBLE.
- BOUNDARY LINE INFORMATION BASED ON SURVEY OF RECORD PREPARED BY SITELINES PA DATED JULY 23, 2018.
- MAINE ELEVATION 2 FOOT CONTOURS (19TDJ37) OVERLAID ONTO SITE PLAN USING BEST FIT METHOD BASED ON SATELLITE IMAGERY.
- IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND VERIFY ALL SUBSURFACE UTILITIES WHETHER DEPICTED ON THIS PLAN (AS PROVIDED BY OTHERS) OR OTHERWISE PRIOR TO CONSTRUCTION.

PROPOSED SITE LEGEND	
- D - -	UNDERGROUND DRAIN LINE
- UW -	UNDERGROUND WATER
- UE -	UNDERGROUND ELECTRIC
●	GUTTER DRAIN LOCATION
----	EXISTING 2' CONTOUR
----	PROPOSED 2' CONTOUR
- SD	PROPOSED SURFACE DRAINAGE
	PROPOSED LANDSCAPING

TOWN OF BOWDOINHAM
PLANNING BOARD
APPROVAL DATE: _____

CHAIRPERSON _____



PROPOSED SITE PLAN
SCALE: 1" = 50'-0"
BOWDOINHAM TAX MAP R10 LOT 44

HARVEST TIDE ORGANICS
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PROPOSED SITE PLAN	
DESIGNER:	W/J
DATE:	2/7/2022
SCALE:	1" = 50'-0"
SHEET SIZE: 11" x 17" (ANSI B)	
PROJECT #:	21-110
SHEET:	P0.1

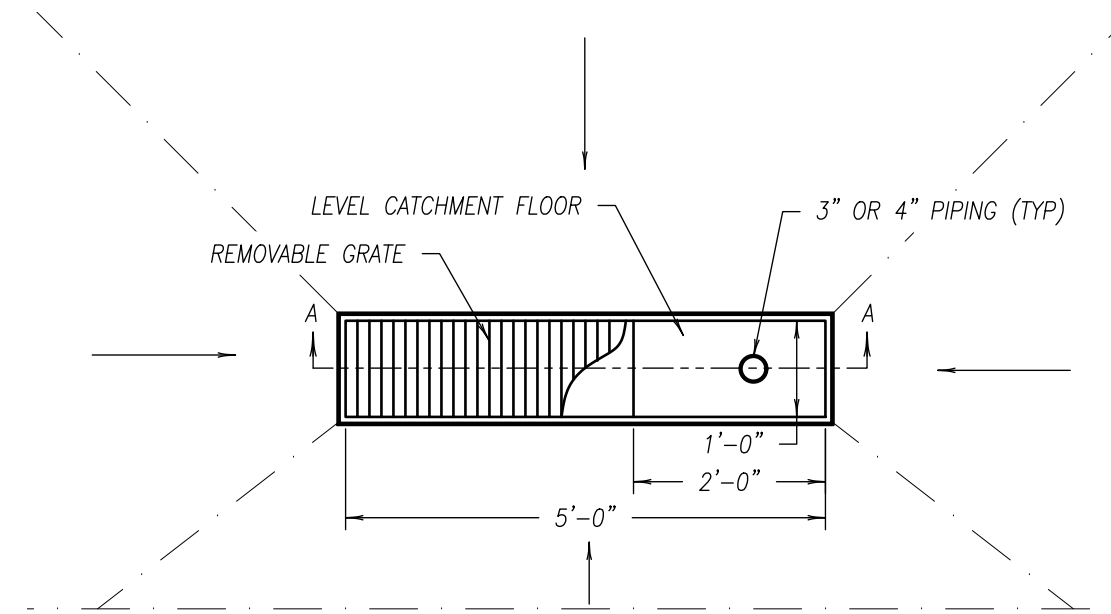
HARVEST TIDE ORGANICS
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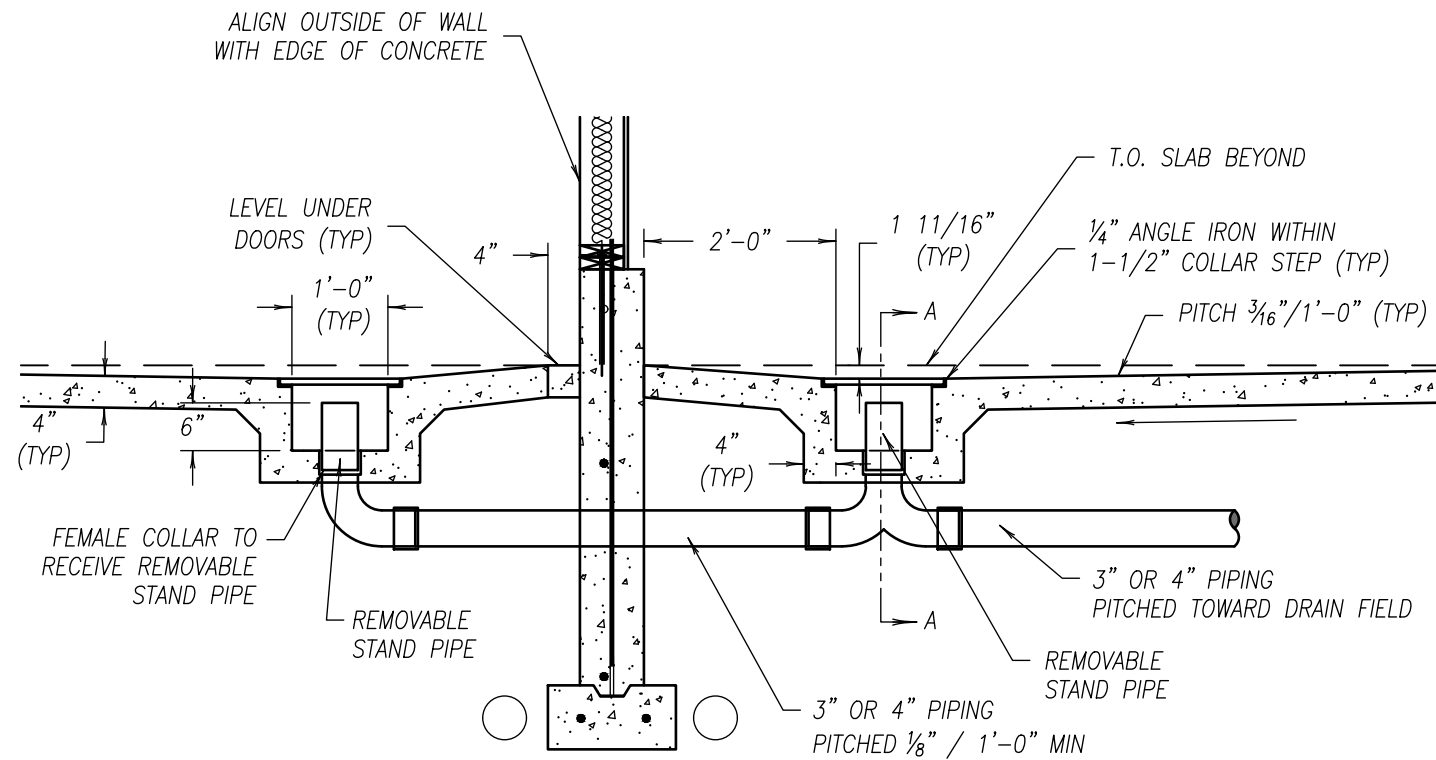
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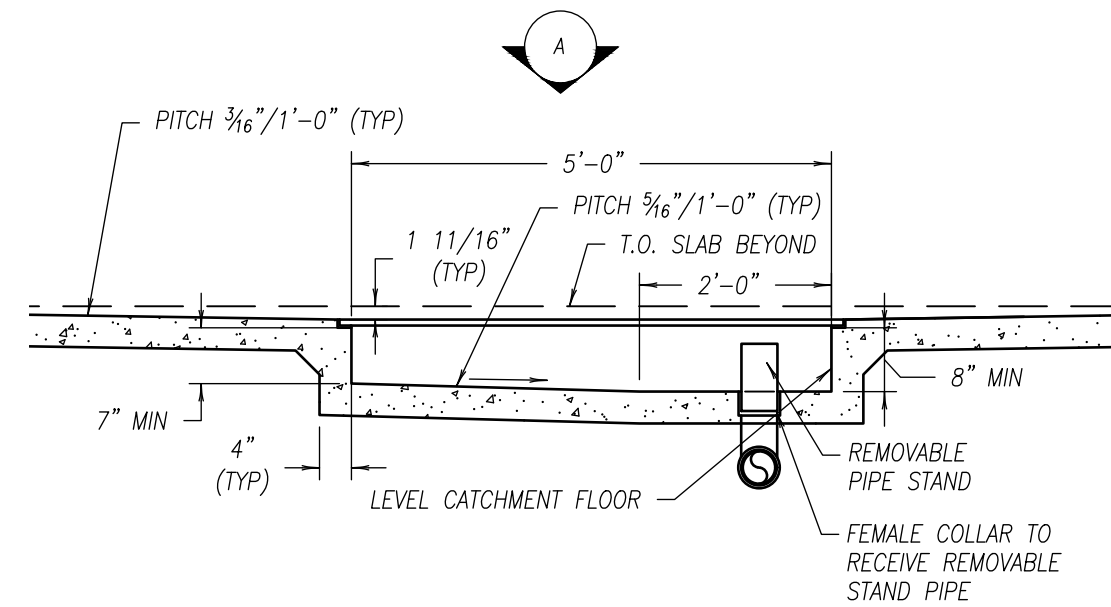
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A TYPICAL TRENCH DRAIN PLAN
 SCALE: 1/4" = 1'-0"



1 TRENCH DRAIN SECTION
 SCALE: 1/4" = 1'-0"



SECTION A - A
 SCALE: 1/4" = 1'-0"

REVISION BY	DATE	REVISION DESCRIPTION

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DETAILS	
DESIGNER:	W/JW
DATE:	2/7/2022
SCALE:	1/4" = 1'-0"
SHEET SIZE: 11" x 17" (ANSI B)	
PROJECT #:	21-110
SHEET:	D1