

Memorandum

To: North Yarmouth Planning Board
From: Tara Mullen,
Date: November 14, 2022
Subject: Re-comments from Nov. Planning board meeting for Carriage Hill Sketch Plan

Dear North Yarmouth Planning Board:

Please find this memo to address the questions raised during the November Planning board meeting.

Regarding emergency access between the Forest Ridge and Carriage Hill subdivisions.

Background: Both subdivisions were created by the same party, Janina, LLC. Carriage Hill was approved in 2002 see plan book 202, page 752. As part of that subdivision design a fee ownership was retained under Carriage Hill Extension, and an easement retained over the improved portion. This easement was later used to provide secondary emergency access to the Forest Ridge subdivision, which was approved in 2004, (see area labeled "Carriage Hill Extension" as shown on plan book 205, page 287), and the "Easement Deed and Agreement" is recorded in book 24508, page 319, and amended in book 24998, page 219, granting access rights to the Forest Ridge Subdivision. On book 24508, page 323 (page 5 of the document) there is a reference to the original developers reserving the right to install and maintain one or more unlocked gates on the Carriage Hill Extension at their own discretion.

Improving the currently narrow gravel road to private way standards will improve the secondary emergency access for the Forest Ridge subdivision in so far as it exists on the Carriage Hill Subdivision property but will not otherwise impact emergency access.

In addition, a note was added to clarify that no changes are proposed to the public walking easement which runs adjacent to a portion of the proposed improvements. Jay Haskell of DM Roma who is handling the engineering has reached out to D.O.T. to confirm that the additional homes will not trigger any D.O.T. review for the entrance onto Gray Road. The applicants are working on the amended homeowner's association agreement to address how the maintenance is to be divided among the lots.

Best,



Tara Mullen

Attachments: Revised amended Carriage Hill Subdivision Plan and 2004 Forest Ridge Subdivision plan

- Updated Amended Carriage Hill Subdivision Plan
- 2002 Carriage Hill Subdivision Plan
- 2004 Forest Ridge Subdivision Plan
- Easement Deed and Agreement (Book 24508, Page 319 and Book 24498, Page 219)

FIRST AMENDMENT

to
EASEMENT
for
ROADWAY

This First Amendment to Easement for Roadway is made by Jan A. Parker of North Yarmouth, Cumberland County, Maine and Nina L. Sweet of said North Yarmouth (collectively, "Grantors") and Janina LLC, a Maine limited liability company with a place of business in North Yarmouth, Maine ("Grantee") as of the 6th day of April, 2007.

Recitals

1. By Easement for Roadway dated March 20, 2003, and recorded in the Cumberland County Registry of Deeds in Book 19055, Page 325 (the "Roadway Easement Agreement"), Grantors granted an appurtenant easement (the "Easement") to Grantee over a certain proposed roadway described in the Roadway Easement Agreement.
2. Grantors have constructed an improved roadway over that portion of the Easement described in Exhibit A attached hereto and made a part hereof, which also is described in Exhibit E to the Roadway Easement Agreement ("Carriage Hill Road"), and which provides primary access to that subdivision developed by Grantors known as "Carriage Hill" and shown on a certain plan entitled "Recording Plat of Carriage Hill, Route 115, Gray Road, North Yarmouth, Maine, Made for Nina Sweet and Jan A. Parker," prepared by Royal River Survey Co., 43 Marina Road, Yarmouth, Maine 04096, dated September 2002, revised through September 12, 2002, Job No. 22056, and recorded in the Cumberland County Registry of Deeds in Plan Book 202, Page 752.
3. At the time of the granting of the Easement, it was contemplated that it would be used by Grantee to provide primary access also to one or more subdivisions to be developed by Grantee on the Dominant Property described in the Roadway Easement Agreement, and therefore, that it would be appropriate for Grantee and the purchasers of any lots from Grantee to contribute to the maintenance of Carriage Hill Road, as provided in Paragraph D(ii) of the Roadway Easement Agreement.
4. Grantee has developed a 4-lot residential subdivision on a portion of the Dominant Property described in the Roadway Easement Agreement, which is known as "Forest Ridge" and shown on a certain plan entitled "Plan of Forest Ridge, West of Route 115, Gray Road, No. Yarmouth, Maine, made for Janina, LLC" prepared by Royal River Survey Co. dated June, 2004, and recorded in the Cumberland County Registry of Deeds in Plan Book 205, Page 287 (the "Forest Ridge Plan"), primary access to which is provided by means other than the Easement, but secondary, emergency access to which is provided by the Easement.
5. The parties agree that, given the limited use of Carriage Hill Road by the owners of lots in Forest Ridge, it is no longer appropriate for them to contribute to its ongoing maintenance as contemplated by Paragraph D(ii) of the Roadway Easement Agreement.

Amendment

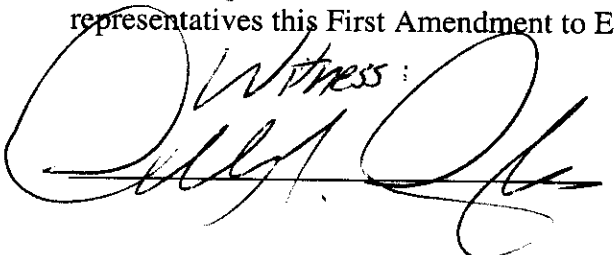
Therefore, for consideration given, the parties hereby agree as follows:

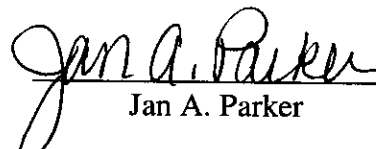
1. Grantors hereby release Grantee, its successors and assigns, including but not limited to, the owners of lots shown on the Forest Ridge Plan from time to time, from the obligations for the costs and expenses of maintenance, repair and replacement of Carriage Hill Road and the utilities located on, in or under Carriage Hill Road, imposed by Paragraph D(ii) of the Roadway Easement Agreement, so long as Carriage Hill Road is not used by them as primary access to those lots.

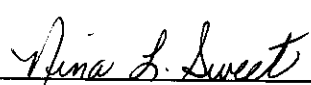
2. Notwithstanding the foregoing, if Carriage Hill Road at any time is used by Grantee, its successors and assigns, for primary access, or for the provision of utility service, to any portion of the Dominant Property, the then owner or owners of that portion of the Dominant Property shall be responsible for a share of the costs and expenses of the maintenance, repair and replacement of Carriage Hill Road and/or the utilities located on, under and/or over Carriage Hill Road, as provided in Paragraph D(ii) of the Roadway Easement Agreement.

3. Except as expressly amended by this First Amendment to Easement for Roadway, the Roadway Easement Agreement is hereby ratified and shall remain in full force and effect.

The parties have executed or have caused to be executed by their duly authorized representatives this First Amendment to Easement for Roadway as of the date given above.

Witness:

_____ *Jo*

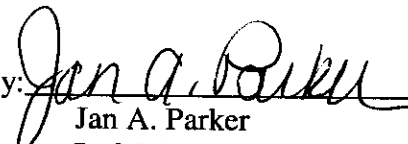


Jan A. Parker


Nina L. Sweet

JANINA LLC

_____ *all*

By: 

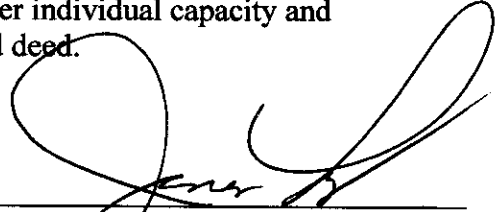
Jan A. Parker
Its Manager and President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

4-6, 2007

Personally appeared the above-named Jan Parker in her individual capacity and acknowledged the foregoing instrument to be her free act and deed.

Before me,



JANET THOMPSON
NOTARY PUBLIC - MAINE
MY COMMISSION EXPIRES
JULY 23, 2008

Notary Public/Maine Attorney at Law

Printed Name: _____

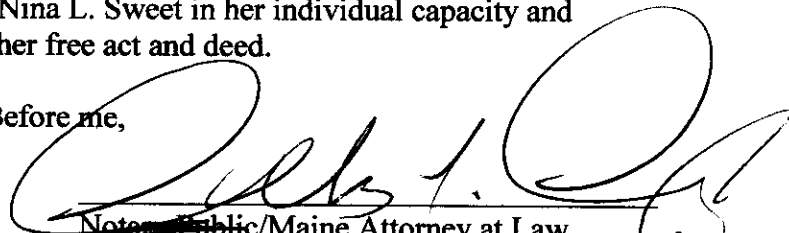
Commission Expires: _____

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

4-6, 2007

Personally appeared the above-named Nina L. Sweet in her individual capacity and acknowledged the foregoing instrument to be her free act and deed.

Before me,



Notary Public/Maine Attorney at Law

Printed Name: Donnelly S. Douglas

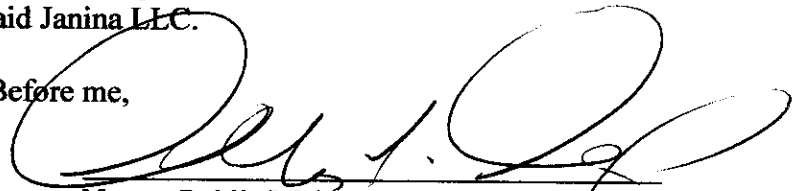
Commission Expires: _____

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

4-6, 2007

Personally appeared the above-named Jan Parker in her capacity as Manager and President of Janina LLC and acknowledged the foregoing instrument to be her free act and deed in said capacity and the free act and deed of said Janina LLC.

Before me,



Notary Public/Maine Attorney at Law

Printed Name: Donnelly S. Douglas

Commission Expires: _____

Exhibit A

Improved Portion of Carriage Hill Road

A certain private right of way situated on the southwest side of the Gray Road, so called in the Town of North Yarmouth, County of Cumberland and State of Maine, said road also known as State Route 115, said right of way being depicted on a certain plan entitled, "Recording Plat of Carriage Hill made for Nina Sweet and Jan Parker" dated September 2002 and recorded in the Cumberland County Registry of Deeds in plan book 202 page 752, being more particularly bounded and described as follows, to wit:

Beginning at a certain granite monument set in the southwesterly sideline of said Gray Road and the northerly corner of Lot 2 as shown on said plan, and proceeding around the hereby described road right of way in a clockwise fashion as follows;

Thence in a general southwest direction along a curve to the left with a radius of 25 feet for a distance as measured along the arc of said curve of 35.96 feet to a certain granite monument set at the point of tangency of said curve, said curve being subtended by a chord bearing S 86°-51'-04" W and 32.94 feet in length;

Thence S 45°-38'-48" W along the northwest sideline of Lot 2, Lot 4 and Lot 6 for a distance of 622.22 feet to a certain granite monument, and continuing on same course S 45°-38'-48" W for an additional distance of 50 feet to a point;

Thence N 44°-21'-12" W across the Carriage Hill right of way for a distance of 50 feet to a point on the southeast sideline of Lot 5 as shown on said plan;

Thence N 45°-38'-48" E along the southeast sideline of Lot 5 for a distance of 50 feet to a certain granite monument, and continuing on same course N 45°-38'-48" E along the southeast sidelines of Lot 5, Lot 3 and Lot 1 for an additional distance of 619.39 feet to a certain granite monument;

Thence in a northeasterly, northerly and northwesterly direction along a curve to the left with a radius of 25 feet for a distance as measured along the arc of said curve of 41.84 feet to a certain granite monument set at the point of tangency of said curve and in the southwesterly sideline of said Gray Road as re-defined by the Maine Department of Transportation and depicted on their right of way plan recorded in said registry in plan book 23 page 12 , said curve being subtended by a chord bearing N 02°-18'-03" W and 37.13 feet in length;

Thence turning to the southeast along the southwest sideline of said Gray Road along a curve to the left with a radius of 1355.53 feet for a distance as measured along the arc of said curve of 11.49 feet to a point on the apparent original southwest sideline of said Gray Road;

Thence S 25°-40' E along said apparent original southwest sideline of said Gray Road for a distance of 22.83 feet to a point;

Thence S 51°-56'-40" E along said apparent original southwest sideline of said Gray Road for a distance of 66.80 feet to Lot 1 and the granite monument and point of beginning herein.

Received
Recorded Register of Deeds
Apr 10, 2007 11:49:28A
Cumberland County
Pamela E. Lovley

Easement Deed and Agreement

THIS AGREEMENT is made as of the 28th day of August, 2006 by and between **Wild Turkey Company LLC**, a Maine Limited Liability Company having a mailing address of 88 Anderson Avenue, Yarmouth Maine 04096 (referred to herein as "WTC," as the developer of the Wild Turkey Subdivision as approved by the Town of North Yarmouth, Maine); **Janina LLC**, a Maine limited liability company with a mailing address of 107 Gray Road, North Yarmouth, Maine 04097 ("Janina"); and **Jan A. Parker**, an individual having a mailing address of 107 Gray Road, North Yarmouth, Maine 04097, and **Nina L. Sweet**, an individual having a mailing address of 15 Carriage Hill Road, North Yarmouth, Maine 04097 (collectively, "Parker and Sweet").

WITNESSETH:

WHEREAS, WTC is the owner of certain real property being more particularly described on **Exhibit A** attached hereto, to be developed into a subdivision to be known as Wild Turkey Meadows Subdivision (the "Wild Turkey Subdivision"), a portion of which shall be improved with a subdivision roadway in the location depicted as "Wild Turkey Lane" on the Plan entitled "Recording Plat-Wild Turkey Meadows", made by Titcomb Associates, dated March 11, 2005, and recorded in the Cumberland County Registry of Deeds in Plan Book 205, Page 339, a reduced copy of which is attached hereto as Exhibit P and made a part hereof (the "Wild Turkey Plan"), and which shall have secondary emergency access over Forest Ridge Drive, the Connection Road, the gravel secondary access road labeled "Carriage Hill Extension", and Carriage Hill Road, all as described below; and

WHEREAS, Janina is the owner of certain real property more particularly described in **Exhibit B** attached hereto, a portion of which is to be developed into a subdivision to be known as Forest Ridge (the "Janina Subdivision"), a portion of which shall be improved with a subdivision roadway in the location depicted as Forest Ridge Drive on the Plan entitled "Plan of Forest Ridge made for Janina L.L.C.," made by Royal River Survey Co., dated June, 2004, and

recorded in said Registry of Deeds in Plan Book 205, Page 287, a reduced copy of which is attached hereto as **Exhibit P1** and made a part hereof (the "Forest Ridge Plan"), and which shall have primary access over a portion of the Wild Turkey Lane, the subdivision roadway depicted between Lots 2 and 4 on the Wild Turkey Plan and shown as a portion of Forest Ridge Drive on the Forest Ridge Plan (the "Connection Road"), and Forest Ridge Drive, and such shall have secondary emergency access over the Carriage Hill Extension and Carriage Hill Road, as described below; and

WHEREAS, certain of the parties hereto have entered into two separate Indentures with Central Maine Power Company ("CMP") of near or even date herewith (the "CMP Indentures"), CMP being the owner of certain property more particularly described in **Exhibit C** attached hereto, which is the current location of certain electric transmission lines and related improvements, a portion of which (the "CMP Property") abuts the Subdivisions (as that term is defined below) and land of Parker and Sweet and which shall be improved pursuant to the terms of those separate Indentures with portions of the Subdivision Roads (as that term is defined below); and

WHEREAS, Parker and Sweet are the fee owners of (i) Carriage Hill Road, which currently serves a subdivision known as Carriage Hill (the "Carriage Hill Subdivision") a portion of which is now improved with a subdivision roadway described on Exhibit D attached hereto and made a part hereof, and in the location depicted as "Carriage Hill" up to Station 7+50.5 on the Plan entitled "Recording Plat of Carriage Hill, Route 115, Gray Road, No. Yarmouth, Maine" made for Nina Sweet and Jan Parker, by Royal River Survey Co., dated December 23, 2002, and recorded in said Registry of Deeds in Plan Book 202, Page 752, a reduced copy of which is attached hereto as **Exhibit P3** (the "Carriage Hill Plan") and made a part hereof, and of (ii) that right of way which is shown as "Carriage Hill Extension" on the Forest Ridge Plan and

as "Future Shared Common Access Easement" on the Carriage Hill Plan, and which shall be used for emergency access by the Janina Subdivision and the Wild Turkey Subdivision; and

WHEREAS, WTC, Janina, and Parker and Sweet acknowledge that they are not creating a single subdivision or project such that, except for the subject matter hereof, there shall be any sharing of expenses, costs or other common responsibilities, and each party hereto desires that each shall be separately responsible for all such expenses, costs and other incidents of ownership of their respective parcels, except as specifically provided for herein and in other documents of record that specifically provide for responsibilities, costs or expenses to be imposed on either party related to the other party's property, and further acknowledge that neither is obligated to complete any improvements or maintain its property in any particular condition or order, except as specifically provided for herein;

WHEREAS, WTC, Janina, and Parker and Sweet desire that the Wild Turkey Subdivision and the Janina Subdivision (the two collectively referred to hereinafter as the "Subdivisions", and singly as a "Subdivision"), and the certain land of Parker and Sweet described below, be subject to and benefited by, as the case may be, the easements and the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, WTC, Janina, and Parker and Sweet do hereby agree as follows:

1. **Easements**

a. Ingress, Egress and Access Easement from WTC to Janina.

WTC hereby establishes and grants a perpetual nonexclusive easement to Janina, and for the benefit of the Janina Subdivision, and to its lot purchasers, agents, customers, invitees, licensees, tenants and employees, for pedestrian and vehicular passage, access and travel from public and private ways serving the Janina Subdivision over, across and through the Wild Turkey Subdivision in the locations shown as Wild Turkey Lane and the Connection Road, and any other existing or future roads, drives and other access ways within Wild Turkey Subdivision for access to the Janina Subdivision, and its improvements and facilities, provided that the Janina Subdivision is used solely for residential purposes (i.e., a development of single-family residential homes, including without limitation the construction thereof); together with the perpetual right and easement to grade, pave and otherwise maintain areas in the Wild Turkey Subdivision in the immediate vicinity of the intersection of Wild Turkey Lane and the Connection Road in order to maintain same and in order that the same be maintained at a uniform grade in order to allow for the passage of people and vehicles between the Subdivisions as contemplated by this Agreement, together with the rights to bring onto the Wild Turkey Subdivision workers and machinery and to temporarily store such materials and excavated materials as necessary to perform work to effectuate and construct the foregoing easements and improvements. WTC and Janina agree to cooperate in the placement, replacement, repair and relocation of any necessary appropriate directional signs, markers and lines, or other similar installations that are required by governmental

approvals and/or that are agreed upon by the parties. Each party acknowledges that the other party may, from time to time, engage in construction, repair or maintenance work on its Subdivision that may impact the access rights set forth herein and consents to such work, provided that access to and from the benefited parcel is never wholly obstructed and that the party engaging in such work pursues completion as diligently as possible under the prevailing circumstances.

b. Emergency Access Easement from Janina, and Parker and Sweet, to WTC.

Janina, and Parker and Sweet, hereby establish and grant a perpetual nonexclusive easement to WTC, for the benefit of the Wild Turkey Subdivision, and to the lot purchasers, agents, customers, invitees, licensees, tenants and employees of WTC, for emergency pedestrian and vehicular passage, access and travel from public and private ways serving the Wild Turkey Subdivision over, across and through the property of the herein grantors for the purpose of emergency access to the Wild Turkey Subdivision in the location of the Carriage Hill Extension and the Carriage Hill Road and/or the Forest Ridge Drive (as the case may be), provided that the Wild Turkey Subdivision is used solely for residential purposes (i.e. a development of single-family residential homes, including without limitation the construction thereof).

Janina and Parker and Sweet reserve the right to install and maintain, at their expense, one or more unlocked gates at such points on the Carriage Hill Extension as they shall determine, in their discretion, from time to time.

Neither WTC nor Janina may improve the Carriage Hill Extension with regard to surface or width, or otherwise, beyond the design standards required at the time of the governmental approvals of the Subdivisions, without the prior written consent of

Parker and Sweet, which consent may be withheld for any reason, or no reason, at their discretion.

c. Mutual Utility Easement among WTC and Janina.

WTC and Janina hereby establish and grant a mutual and perpetual nonexclusive easement to and among themselves and for the benefit of the respective Subdivisions, to install, use, maintain and repair public and private electrical and communications utility services and distribution systems and sanitary sewer installation and improvements as necessary for the orderly development and operation of the Subdivisions, including culverts and surface runoff controls as the same may be reconfigured or redeveloped from time to time, on, across or under Wild Turkey Lane and Forest Ridge Drive (collectively the "Subdivision Roadways"), to the extent necessary to service the Subdivisions. WTC and Janina shall use commercially reasonable efforts to cause the installation of such utility and service lines prior to paving of any unpaved portions of the Subdivision Roadways. Any such installed utility services may be relocated by the owner(s) of the affected Subdivision, subject to compliance with applicable laws and, if applicable, the consent of any affected public utility, at the expense of the owner(s) of the affected Subdivision, provided that such relocation shall not materially interfere with, materially increase the cost of, or materially diminish utility services to the other Subdivisions. In the event of any installations, repairs, maintenance and any work associated therewith performed in connection with this Easement, the party responsible shall restore the paving and/or improvements disturbed by such installations, repairs, maintenance and/or work to a condition that is as close as practicable to its condition prior to such activity.

d. Costs of Construction and Maintenance.

1) Wild Turkey Lane shall be installed and constructed to the standards required by the governmental approvals for the Subdivisions at the expense of WTC, its

successors or assigns. Following construction, the maintenance of Wild Turkey Lane shall initially be the responsibility of WTC, although it is contemplated that the responsibility for the maintenance of Wild Turkey Lane shall eventually be assigned to a homeowners association comprising lot buyers within the Wild Turkey Subdivision. It also is contemplated that lot buyers within the Janina Subdivision will contribute to the maintenance of that portion of Wild Turkey Lane running from Route 115 to the Connection Road on a formula resulting in each lot in each Subdivision bearing an equal share of the cost of such maintenance.

2) Forest Ridge Drive and the Connection Road shall be installed and constructed to the standards required by the governmental approvals for the Subdivisions at the expense of Janina, its successors or assigns. Following construction, the maintenance of Forest Ridge Drive and Connection Road shall initially be the responsibility of Janina, although it is contemplated that the responsibility for the maintenance of Forest Ridge Drive and Connection Road shall eventually be assigned to a homeowners association comprising lot buyers within the Janina Subdivision.

3) The Carriage Hill Extension shall be installed and constructed to the standards required by the governmental approvals for the Subdivisions at the expense of Janina, its successors or assigns. Following construction, the maintenance of the Carriage Hill Extension shall initially be the responsibility of Janina, although it is contemplated that the responsibility for the maintenance of Carriage Hill Extension shall eventually be assigned to the homeowners associations comprising lot buyers within the Wild Turkey Subdivision and the Janina Subdivision, the intention being that each lot owner of the combined Subdivisions shall bear an equal share of the cost of such maintenance.

4) Carriage Hill Road, as presently improved, shall remain the sole maintenance and repair responsibility of the Carriage Hill Homeowners Association, its successors or assigns.

e. **Obligation to Construct.**

If WTC and Janina receive all necessary approvals for their respective Subdivisions, then each of WTC and Janina agrees to complete the installation and construction of the roads or other improvements the installation and construction of which each is responsible to complete under this Easement Deed and Agreement within twelve (12) months of the date of execution of this Agreement, unless both of WTC and Janina otherwise agree in writing.

2. Termination/Remedies.

a. If either of WTC or Janina fails to obtain all necessary governmental approvals for its respective Subdivision after good faith efforts, this Easement Deed and Agreement shall terminate, and the parties agree to execute and deliver to one another in recordable form a release of the rights and easements granted under this Easement Deed and Agreement.

b. If any party hereto shall fail to perform any covenant or condition contained in this Easement Deed and Agreement, the aggrieved party shall give the defaulting party at least thirty (30) days' written notice of such alleged default. If such default shall not have been cured within said period of thirty (30) days after the service of notice of default (or if such default be not reasonably susceptible of being cured within said period of thirty (30) days, and said defaulting party shall have not in good faith commenced curing such default within said thirty (30) day period and shall not thereafter prosecute curing

such default with diligence and continuity to completion) the aggrieved party may institute legal proceedings for full and adequate relief from the consequences of said default or threatened default. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees associated with the prosecution of such action and such default. In no event shall either party have the right to terminate or seek termination of this Agreement as a result of a default of the other party hereunder.

c. Without limiting the other remedies available under this Easement Deed and Agreement, if one party (the "Non-Building Party") fails to construct the roads or other improvements for which it is responsible within the timeframe contemplated by Paragraph 1.e., then the party holding the rights and easements (the "Building Party") may enter the Non-Building Party's Subdivision with persons, equipment and machinery to complete such construction to the extent necessary to complete the development of its Subdivision in compliance with the applicable approvals, and charge the Non-Building Party for the reasonable cost of the same.

d. **Indemnity under CMP Indentures.** Janina and WTC acknowledge that their rights under this Easement Deed and Agreement shall be subject to the further terms and conditions of the CMP Indentures (Parker and Sweet acknowledge that they have neither rights nor obligations thereunder). The obligations of Janina and WTC under the CMP Indentures as to construction and maintenance are acknowledged to be joint and several as required by CMP as a condition of CMP's grant of the CMP Indentures, however, Janina and WTC between and among themselves agree as follows:

- a) WTC, and its successors and assigns, shall defend, indemnify and hold harmless Janina, and its successors and assigns, as to any obligations, claims, damages,

causes of action, or liabilities of any kind or nature which may arise by, through, or under the CMP Indentures as a result of WTC's own construction, use, maintenance or any other activities of WTC, including but not limited to WTC's construction activity related to Wild Turkey Lane as set forth herein in Section 1(d).

b) Janina, and its successors and assigns, shall defend, indemnify and hold harmless WTC, and its successors and assigns, as to any obligations, claims, damages, causes of action, or liabilities of any kind or nature which may arise by, through, or under the CMP Indentures as a result of Janina's own construction, use, maintenance or any other activities of Janina, including but not limited to Janina's construction activity related to Forest Ridge Drive, the Connection Road, and/or the Carriage Hill Extension as set forth herein in Section 1(d).

These indemnity provisions shall burden the respective land of Janina and WTC as described on the exhibits hereto, and shall be binding upon the respective successors and assigns of Janina and WTC, including but not limited to any homeowners' association comprised of lot owners in the respective Subdivisions.

3. **Insurance.** Each of the parties hereto shall procure and maintain in full force and effect throughout the term of this Easement Deed and Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property. Such insurance shall afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of

not less than \$1,000,000.00 for property damage, and shall name each other party as an additional insured. Each party shall provide evidence of insurance to the other parties upon request. After the homeowners associations for the Janina Subdivision and the Wild Turkey Subdivision have been formed, it shall be the obligation of such homeowners associations to maintain such insurance.

4. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land (including any and all individual lots resulting from the Subdivisions). This Easement Deed and Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter. This Easement Deed and Agreement (including exhibits) may be modified or canceled only by a recorded instrument executed by all of the parties hereto, or its or their successors in interest.

5. Notice. Any notice hereunder shall be in writing and shall be served by overnight delivery or certified mail, return receipt requested, postage prepaid, addressed to the respective addresses of the parties as follows:

If intended for WTC: Stephen R. Milley
88 Anderson Drive
Yarmouth, ME 04096

If intended for Janina: Janina LLC
c/o Jan Parker
107 Gray Road

North Yarmouth, ME 04097

If intended for Parker and Sweet:

Jan A. Parker
107 Gray Road
North Yarmouth, ME 04097

Nina L. Sweet
15 Carriage Hill Road
North Yarmouth, ME 04097

Each party to this Easement Deed and Agreement may designate by notice in writing a new or other address to which such notice shall thereafter be so given or served. A copy of any such notice shall also be contemporaneously delivered in the manner herein specified to any fee mortgagee or tenant who shall have duly registered with any party its name and address. Notice shall be deemed given when received.

6. **Miscellaneous.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof. This Agreement constitutes the entire agreement between the parties hereto as to the subject matter contained herein. The parties do not rely upon any statement, promise or representation not herein expressed, and this Easement Deed and Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

7. Exculpation. In no event shall any member, manager, director, officer, employee, shareholder, partner, trustee, agent or representative of any of the entity parties hereto, or their respective mortgagees, if any, ever be personally liable for the payment or performance of any obligations under this instrument.

8. Recorded Documents. Except as set forth in the Mortgagee's Consent below, the rights and easements herein granted are subject to all restrictions, covenants, easements and other encumbrances of record to the extent in force and applicable, provided, further that nothing in this document shall be deemed to modify existing easement documents or agreements, which documents and agreements shall not be considered modified or terminated without a writing signed by the parties thereto and otherwise by compliance with the terms of such documents and agreements.

9. Governing Law. This instrument shall be governed by the laws of the State of Maine.

10. Release upon Conveyance of Title Interest. Upon the conveyance of the title interest of any initial party to this Agreement (i.e. WTC, Janina, Parker and Sweet) into a homeowners' association comprised of lot owners in the Subdivisions (as to WTC or Janina) and in the Carriage Hill Subdivision (as to Parker and Sweet), all of such initial party's obligations under this Agreement shall automatically merge into the grantee and the initial conveying party shall have no further obligations whatsoever hereunder, and upon said conveyance, the initial conveying party shall be deemed fully released herefrom. It is the intent of this Agreement that

it operate between and among the various homeowners' associations which shall take responsibility for the obligations herein contained.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Easement Deed and Agreement the day and year first written above.

WILD TURKEY COMPANY, LLC

By: Stephen R. Milley
Stephen R. Milley, its Manager

JANINA LLC

By its:

Jan A. Parker

Nina L. Sweet

IN WITNESS WHEREOF, the parties have executed this Easement Deed and Agreement the day and year first written above.

Wild Turkey Company, LLC

By: _____
Stephen R. Milley, its Manager

Janina LLC

Jan A. Parker

By its:

Jan A. Parker

Jan A. Parker

Nina L. Sweet

Nina L. Sweet

STATE OF MAINE

County of Cumberland, SS. _____, 2006

Then personally appeared the above-named Stephen R. Milley, Manager of Wild Turkey Company, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Company.

Before me,

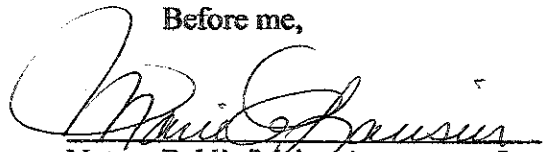
Notary Public/Maine Attorney-at-Law
Printed Name: _____

STATE OF MAINE

County of Cumberland, SS. August 25, 2006

Then personally appeared the above-named Jan Parker, _____ of Janina LLC and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said Janina LLC.

Before me,



Notary Public/Maine Attorney-at-Law

Printed Name: MARIE A. LAUSIER, NOTARY PUBLIC

STATE OF MAINE
MY COMMISSION EXPIRES
NOVEMBER 16, 2010

SEAL

STATE OF MAINE

County of Cumberland, SS.

Aug. 28, 2006

Then personally appeared the above-named Stephen R. Milley, Manager of Wild Turkey Company, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Company.

Before me,

Marjorie K. Sargent
Notary Public/Maine Attorney-at-Law

SEAL

Printed Name:



STATE OF MAINE

County of Cumberland, SS.

_____, 2006

Then personally appeared the above-named _____, _____ of Janina LLC and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said Janina LLC.

Before me,

Notary Public/Maine Attorney-at-Law
Printed Name:

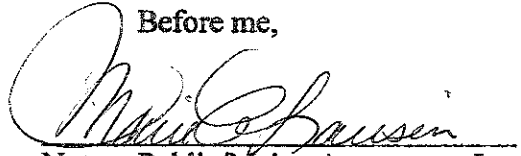
STATE OF MAINE

County of Cumberland, SS.

August 25, 2006

Then personally appeared the above-named Jan A. Parker and acknowledged the foregoing instrument to be her free act and deed.

Before me,



Notary Public/Maine Attorney-at-Law

Printed Name: MARIE A. LAUSIER, NOTARY PUBLIC
STATE OF MAINE
MY COMMISSION EXPIRES
NOVEMBER 16, 2010

SEAL

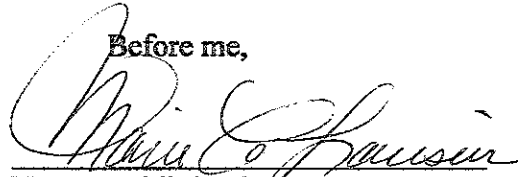
STATE OF MAINE

County of Cumberland, SS.

August 25, 2006

Then personally appeared the above-named Nina L. Sweet and acknowledged the foregoing instrument to be her free act and deed.

Before me,



Notary Public/Maine Attorney-at-Law

Printed Name: MARIE A. LAUSIER, NOTARY PUBLIC
STATE OF MAINE
MY COMMISSION EXPIRES
NOVEMBER 16, 2010

SEAL

MORTGAGEE'S CONSENT

The undersigned mortgagee, holder of mortgage from Wild Turkey Company, Ltd dated April 29, 2004, and recorded in the Cumberland County Registry of Deeds in Book 21212, Page 84*, hereby consents to the placement of the easements, restrictions, and covenants contained in the foregoing instrument on the parcels of land described therein and further agree that the same shall not be terminated on any foreclosure on any parcel of land covered by the said instruments,* and dated June 15, 2006 and recorded in said registry in Book 24079, Page 107.

GORHAM SAVINGS BANK

By [Signature]
Title: Vice President

STATE OF MAINE

County of Cumberland, SS.

OCTOBER 24, 2006

Then personally appeared the above-named Matthew W. Eary Vice President of GORHAM SAVINGS BANK and acknowledged the foregoing instrument to be her/his free act and deed in her/his said capacity, and the free act and deed of said GORHAM SAVINGS BANK.

Before me,

[Signature: April M. Brackett]
Notary Public/Maine Attorney-at-Law

Printed Name:

APRIL M. BRACKETT
Notary Public, Maine
My Commission Expires April 13, 2010

SEAL

MORTGAGEE'S CONSENT

The undersigned mortgagee, holder of a mortgage from Janina, LLC, dated June 15, 2006, and recorded in the Cumberland County Registry of Deeds in Book 24115, Page 52, hereby consents to the placement of the easements, restrictions, and covenants contained in the foregoing instrument on the parcels of land described therein and further agree that the same shall not be terminated on any foreclosure on any parcel of land covered by the said instruments.

TD BANKNORTH, N.A.

By Ellen Niewoehner
Title: Vice President

STATE OF MAINE

County of Cumberland, SS.

August 28, 2006

Then personally appeared the above-named Ellen Niewoehner, Vice President of TD BANKNORTH, N.A. _____ and acknowledged the foregoing instrument to be her/his free act and deed in her/his said capacity, and the free act and deed of said BANK _____.

Before me,

Robin V. Worden

Notary Public/Maine Attorney-at-Law

Printed Name: ROBIN V. WORDEN
Notary Public, Maine

My Commission Expires October 18, 2008

EXHIBIT A

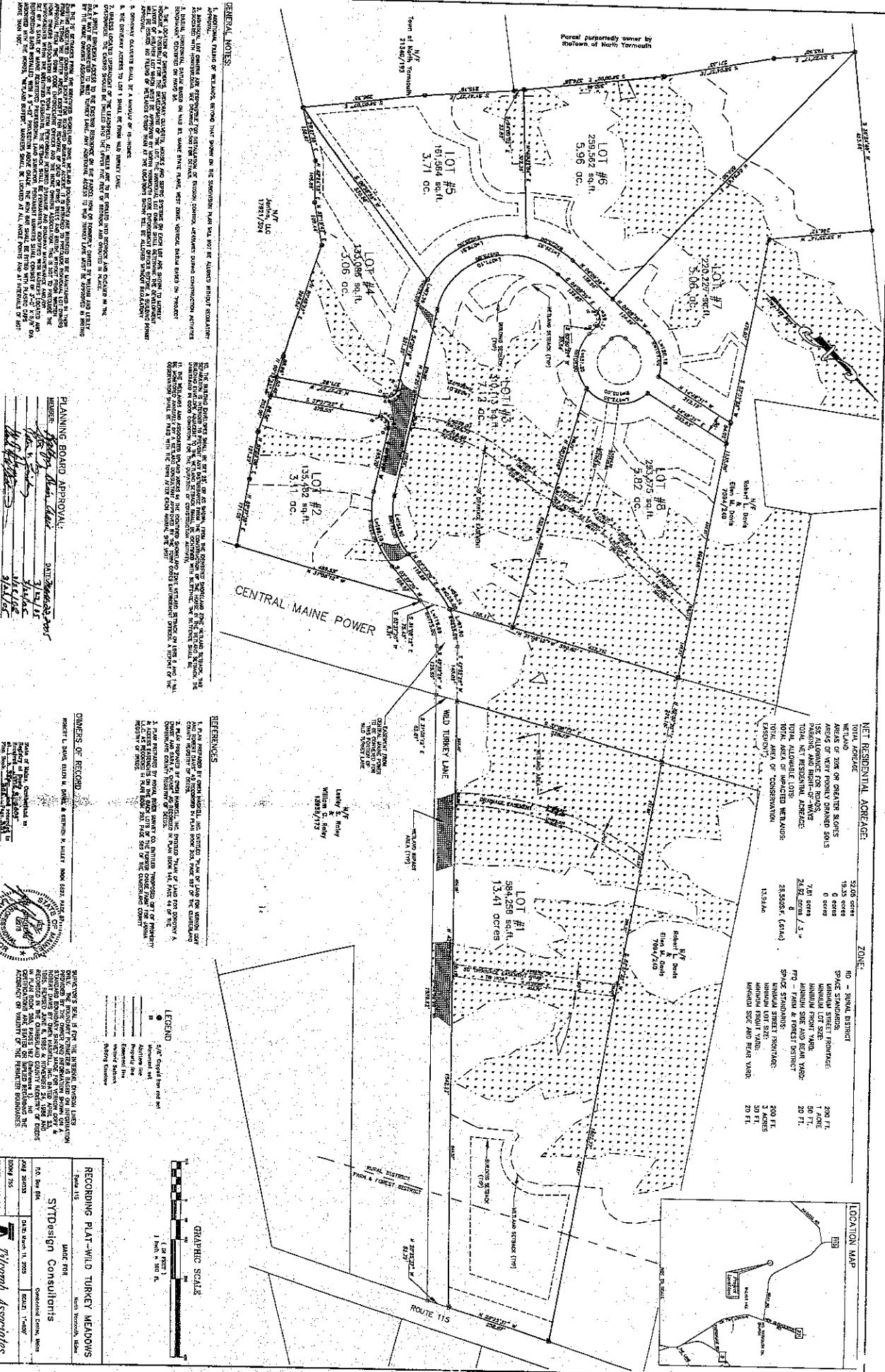
Lots #1 - #8, and all roads, easement areas, common areas and any other land within the Wild Turkey Meadows Subdivision as are depicted on a plan entitled, "Recording Plat- Wild Turkey Meadows, Route 115, North Yarmouth, Maine" made for SYTDesign Consultants dated March 11, 2005 as recorded in the Cumberland County Registry of Deeds in Plan Book 205, Page339, SUBJECT TO all conditions, easements and restrictions as set forth on the above-referenced plan.

EXHIBIT B

Certain lots or parcels of land situated in the Town of North Yarmouth, County of Cumberland, and State of Maine, being more particularly described as follows:

Lot 1, Lot 2, Lot 3, Lot 4, the lot designated "Open Space .85 Acres", the lot designated "Open Space .22 Acres", and the fee interest in the private way designated Forest Ridge Drive, all as shown on Plan of Forest Ridge, West of Route 115, Gray Road, North Yarmouth, Maine, made for Janina, LLC by Royal River Survey Co., dated November 2004, and recorded in the Cumberland County Registry of Deeds in Plan Book 205, Page 287.

Lot 2, being 3.7 acres in area and Lot 4, being 1.3 acres in area, shown on plan entitled "Plan of Land Standard Boundary Survey on Route 115, North Yarmouth, Maine for Dorothy A. Chase and Sara K. Chase, by Owen Haskell, Inc., dated July 26, 1985, and recorded in the Cumberland County Registry of Deeds in Plan Book 149, Page 44.



GENERAL NOTES:

1. THE SHOWN LOT LINES ARE BASED ON THE SURVEY PLAN AND NOT ON ADJACENT PROPERTY RECORDS.
2. ALL DIMENSIONS ARE MEASURED TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE SPECIFIED.
3. THE LOCATION OF ANY UNDEVELOPED AREAS, INCLUDING BUT NOT LIMITED TO, OPEN SPACE, BUFFER ZONES, AND OTHER AREAS, SHALL BE DETERMINED BY THE PLANNING BOARD.
4. THE LOCATION OF ANY UNDEVELOPED AREAS, INCLUDING BUT NOT LIMITED TO, OPEN SPACE, BUFFER ZONES, AND OTHER AREAS, SHALL BE DETERMINED BY THE PLANNING BOARD.
5. THE LOCATION OF ANY UNDEVELOPED AREAS, INCLUDING BUT NOT LIMITED TO, OPEN SPACE, BUFFER ZONES, AND OTHER AREAS, SHALL BE DETERMINED BY THE PLANNING BOARD.

PLANNING BOARD APPROVAL:

DATE: 03/23/2017

APPROVED BY: [Signature]

APPROVED BY: [Signature]

APPROVED BY: [Signature]

OWNERS OF RECORD:

ROBERT L. DAVIS & DAVID A. SMITH BY [Signature]

WILFRED P. DAVIS BY [Signature]

DAVID A. SMITH BY [Signature]

RECORDING PLAT - WILD TURKEY MEADOWS

DATE FOR RECORDING: 03/23/2017

SYDDESIGN CONSULTANTS

100 Pine St. North Yarmouth, Maine

TEL: 603.883.1100 FAX: 603.883.1101

RECORDING PLAT - WILD TURKEY MEADOWS

DATE FOR RECORDING: 03/23/2017

SYDDESIGN CONSULTANTS

100 Pine St. North Yarmouth, Maine

TEL: 603.883.1100 FAX: 603.883.1101

RECORDING PLAT - WILD TURKEY MEADOWS

DATE FOR RECORDING: 03/23/2017

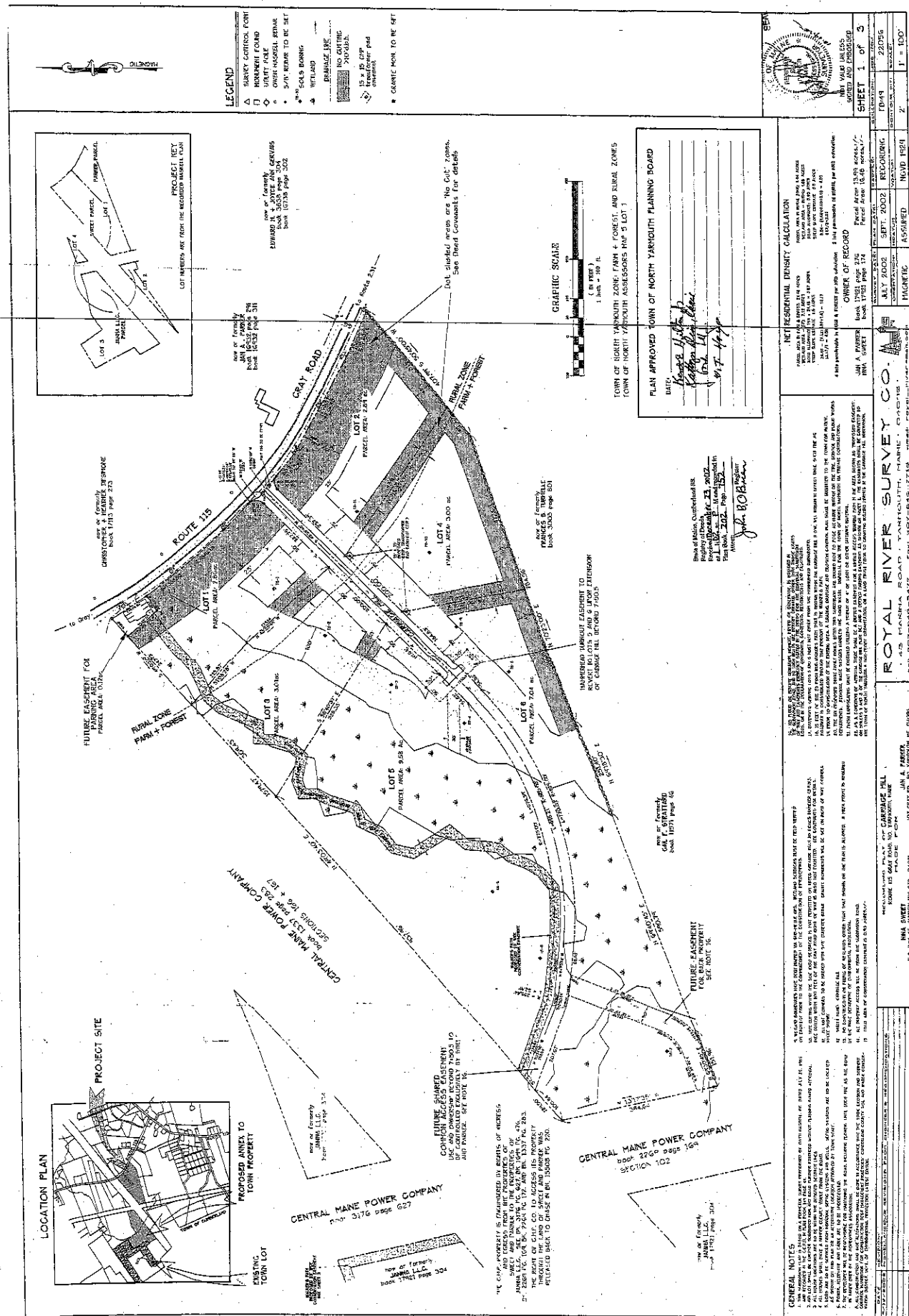
SYDDESIGN CONSULTANTS

100 Pine St. North Yarmouth, Maine

TEL: 603.883.1100 FAX: 603.883.1101

EXHIBIT P

EXHIBIT P3



DATE	7/11/02
BY	John B. Brien
CHECKED BY	
SCALE	AS SHOWN
SHEET NO.	1 OF 3
TOWN	NORTH YARMOUTH
PROJECT	CRAY ROAD
DATE	7/11/02
BY	John B. Brien
CHECKED BY	
SCALE	AS SHOWN
SHEET NO.	1 OF 3
TOWN	NORTH YARMOUTH
PROJECT	CRAY ROAD

PLAN APPROVED TOWN OF NORTH YARMOUTH PLANNING BOARD

DATE: *August 11, 2002*
John B. Brien
 8/7/02

NET RESIDENTIAL DENSITY CALCULATION

RESIDENTIAL DENSITY CALCULATION
 TOTAL AREA: 10.0 ACRES
 TOTAL RESIDENTIAL UNITS: 10
 DENSITY: 1.0 UNITS/ACRE

GENERAL NOTES

1. THIS PLAN IS THE PROPERTY OF THE TOWN OF NORTH YARMOUTH AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE TOWN ENGINEER.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DATE	7/11/02
BY	John B. Brien
CHECKED BY	
SCALE	AS SHOWN
SHEET NO.	1 OF 3
TOWN	NORTH YARMOUTH
PROJECT	CRAY ROAD

**Easement #1:**

Beginning at a certain steel rebar set in the northwesterly edge of the Grantor's 400 foot wide transmission line corridor designated Sections 166 and 167, also being the westerly edge of the Grantor's 200 foot wide transmission line corridor designated Section 102;

Thence S 72° 31' 08" E through said Sections 166 and 167 transmission line corridor for a distance of 164.1 feet to the PC of a certain curve to the right;

Thence continuing through said corridor and along the arc of said curve whole radius is 450 feet for a distance of 76.92 feet to the PT of said curve;

Thence continuing through said corridor S 62° 43' 32" E a distance of 206.24 to the southerly sideline of said corridor and land now or formerly of Nina Sweet as described in a deed recorded in the Cumberland County Registry of Deeds in book 17921, page 174;

Thence S 49° 03' 40" W along the southerly sideline of said corridor and said land of Sweet and land now or formerly of Jan A. Parker as described in the deed recorded in said registry in book 17921, page 276, for a distance of 53.84 feet to a point;

Thence N 62° 43' 32" W through said corridor for a distance of 186.25 feet to the PC of a curve to the left;

Thence continuing through said corridor and along the arc of said curve whose radius is 400 feet for a distance of 68.37 feet to the PT of said curve;

Thence continuing through said corridor N 72° 31' 08" W for a distance of 195.31 feet to the northwesterly sideline of said corridor and land of Janina LLC;

Thence N 49° 03' 40" E along the northwesterly sideline of said corridor and land of Janina LLC for a distance of 58.69 feet to said rebar and point of beginning herein.

Easement #2:

Beginning at a steel rebar described above as being the point of beginning of Easement #1, and the westerly edge of the Grantor's 220 foot wide transmission line corridor designated Section 102;

Thence N 27° 39' E through said corridor for a distance of 335.73 feet to a point on the easterly sideline of said corridor and land of Janina LLC; described in a deed recorded in the Cumberland County Registry of Deeds in Book 17921, Page 304;

Thence S 13° 17' 35" E along the easterly sideline of said corridor and said land of Janina LLC for a distance of 76.30 feet to a point;



Thence S 27° 39' W through said corridor, crossing into Sections 166 and 167, described above, for a distance of 269.12 feet to a point in the northeasterly sideline of Easement #1;

Thence N 72° 31' 08" W along said northeasterly sideline of Easement #1 a distance of 50.80 feet to the point of beginning.

Easement #3:

Beginning at a point in the easterly sideline of the Grantor's 220 foot wide transmission line corridor designated Section 102, said point also being the southwest sideline of Lot 6, Carriage Hill Subdivision, as shown on a plan hereinafter referenced;

Thence S 69° 30' 45" W through said corridor for a distance of 221.75 feet to a point in the westerly sideline of said corridor and the easterly corner of a certain parcel of land designated as "3 Acre parcel Janina LLC," on said plan;

Then N 13° 17' 35" W along the westerly sideline of said corridor and said 3 Acre parcel, for a distance of 50.40 feet to a point;

Thence N 69° 39' 45" E through said corridor for a distance of 221.75 feet to a point in the easterly sideline of said corridor and said Lot 6;

Thence S 13° 17' 35" E along the easterly sideline of said corridor and the westerly sideline of said Lot 6 a distance of 50.50 feet to the point of beginning.



Beginning at a point in the northeasterly sideline of the Grantor's 200 foot wide transmission line corridor designated Section 102 and the westerly corner of land now or formerly of Lesley S. Raley and William C. Raley as described in a deed recorded in the Cumberland County Registry of Deeds in Book 13938, Page 173 and as shown on the hereinafter described Plan.

Thence S 42° 52' 28" W a distance of 125.69 feet to a point of curvature;

Thence southwesterly following a curve to the left having a radius of 175 feet, an arc distance of 119.89 feet to a point of tangency;

Thence S 03° 37' 20" W a distance of 6.31 feet to a point in the southwesterly sideline of the Grantor's said corridor and the northeasterly sideline of Lot #2, as shown on said Plan;

Thence N 31° 08' 12" W along Grantor's said corridor, a distance of 75.43 feet to a point;

Thence northeasterly following a non-tangent curve to the right having a radius of 225 feet an arc distance of 97.90 feet to a point;

Thence N 42° 52' 28" E a distance of 140.02 feet to a point in the northeasterly sideline of Grantor's said corridor and the southwesterly sideline of Lot #1, as shown on said Plan;

Thence S 31° 08' 12" E along Grantor's said corridor, a distance of 52.01 to the point of beginning.

Bearings are based on grid north Maine State Plane Coordinate System, West Zone.

Exhibit D

Improved Portion of Carriage Hill Road

A certain private right of way situated on the southwest side of the Gray Road, so called in the Town of North Yarmouth, County of Cumberland and State of Maine, said road also known as State Route 115, said right of way being depicted on a certain plan entitled, "Recording Plat of Carriage Hill made for Nina Sweet and Jan Parker" dated September 2002 and recorded in the Cumberland County Registry of Deeds in plan book 202 page 752, being more particularly bounded and described as follows, to wit:

Beginning at a certain granite monument set in the southwesterly sideline of said Gray Road and the northerly corner of Lot 2 as shown on said plan, and proceeding around the hereby described road right of way in a clockwise fashion as follows:

Thence in a general southwest direction along a curve to the left with a radius of 25 feet for a distance as measured along the arc of said curve of 35.96 feet to a certain granite monument set at the point of tangency of said curve, said curve being subtended by a chord bearing S 86°-51'-04" W and 32.94 feet in length;

Thence S 45°-38'-48" W along the northwest sideline of Lot 2, Lot 4 and Lot 6 for a distance of 622.22 feet to a certain granite monument, and continuing on same course S 45°-38'-48" W for an additional distance of 50 feet to a point;

Thence N 44°-21'-12" W across the Carriage Hill right of way for a distance of 50 feet to a point on the southeast sideline of Lot 5 as shown on said plan;

Thence N 45°-38'-48" E along the southeast sideline of Lot 5 for a distance of 50 feet to a certain granite monument, and continuing on same course N 45°-38'-48" E along the southeast sidelines of Lot 5, Lot 3 and Lot 1 for an additional distance of 619.39 feet to a certain granite monument;

Thence in a northeasterly, northerly and northwesterly direction along a curve to the left with a radius of 25 feet for a distance as measured along the arc of said curve of 41.84 feet to a certain granite monument set at the point of tangency of said curve and in the southwesterly sideline of said Gray Road as re-defined by the Maine Department of Transportation and depicted on their right of way plan recorded in said registry in plan book 23 page 12, said curve being subtended by a chord bearing N 02°-18'-03" W and 37.13 feet in length;

Thence turning to the southeast along the southwest sideline of said Gray Road along a curve to the left with a radius of 1355.53 feet for a distance as measured along the arc of said curve of 11.49 feet to a point on the apparent original southwest sideline of said Gray Road;

Thence S 25°-40' E along said apparent original southwest sideline of said Gray Road for a distance of 22.83 feet to a point;

Thence S 51°-56'-40" E along said apparent original southwest sideline of said Gray Road for a distance of 66.80 feet to Lot 1 and the granite monument and point of beginning herein.

Received
Recorded Register of Deeds
Oct 27, 2006 03:33:13P
Cumberland County
John B. O'Brien

GENERAL NOTES:

- THE RECORD OWNERS OF THE PARCEL ARE DANIEL & MARY TRAIN BY DEED DATED NOVEMBER 14, 2018 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 35288, PAGE 12, AND IS SHOWN AS LOT 64 ON THE TOWN OF NORTH YARMOUTH TAX MAP 10 AND MARTHA & SHAWN ALBERT BY DEED DATED NOVEMBER 18, 2013 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 31180, PAGE 71, AND IS SHOWN AS LOT 65, ON THE TOWN OF NORTH YARMOUTH TAX MAP 10.
- THE PROPERTY IS LOCATED IN THE VILLAGE RESIDENTIAL DISTRICT. LAND USE REGULATIONS ARE AS FOLLOWS:
NET RESIDENTIAL DENSITY: 1 ACRE/NET RESIDENTIAL AREA (SUBDIVISIONS)
MINIMUM LOT SIZE: 1 ACRE
MINIMUM STREET FRONTAGE: 100 FT
MINIMUM FRONT YARD: 20 FT
MINIMUM SIDE YARD: 10 FT
MINIMUM REAR YARD: 10 FT
MAXIMUM BUILDING HEIGHT: 2.5 STORES NO HIGHER THAN 35 FT
MAXIMUM BUILDING COVERAGE: 30%
* SEE ORDINANCE FOR MORE PARTICULAR INFORMATION. INFORMATION MUST BE VERIFIED WITH THE APPLICABLE REGULATORY PRIOR TO CONSTRUCTION AND SETBACKS ARE LISTED FOR PRELIMINARY PLANNING PURPOSES ONLY.
- TOTAL AREA OF PARCEL IS APPROXIMATELY 30.47 ± ACRES.
- BOUNDARY INFORMATION SHOWN HEREON IS BASED UPON PLAN REF. A TIED TO FIELD MEASUREMENTS OBSERVED BY NORTHERN SURVEY ENGINEERING, LLC IN AUGUST 2022. A COMPLETED RECORDS SEARCH WAS NOT COMPLETED AS PART OF THIS SURVEY, AND THIS PLAT DOES NOT REPRESENT THIS SURVEYOR'S OPINION AS TO THE EXTENT OF TITLE. SUBJECT BOUNDARIES ARE DERIVED BY USING BEST-FIT HELMERT TRANSFORMATION, CONSTRAINING THE RECORD BOUNDARIES TO THE FOUND MONUMENTATION, WHICH WAS GENERALLY CONFORMING TO THE PLAN EXCEPT AS NOTED HEREON. CONDITION REFERRED IN PLAN REF. AND THE DECLARATION IN BOOK 19055, PAGE 338, ROAD EASEMENT BOOK 19055, PAGE 325, ROAD EASEMENT AMENDMENT BOOK 24998, PAGE 219 AND THE WALKING EASEMENT BOOK 19033, PAGE 160 APPLY.
- TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON PUBLICLY AVAILABLE LIDAR DATA SOURCED THROUGH NOAA, DATED 2013 WITH A PUBLISHED VERTICAL ACCURACY OF 12.5 CM. THE PORTION SHOWN WAS LOCATED BY NORTHERN SURVEY ENGINEERING, LLC IN AN ON-THE-GROUND SURVEY.
- BOOK AND PAGE REFERENCES SHOWN HEREON ARE IN REFERENCE TO THE CUMBERLAND COUNTY REGISTRY OF DEEDS (C.C.R.D.).
- PLAN REFERENCES:
A. "RECORDING PLAT OF CARRIAGE HILL, ROUTE 115 GRAY ROAD, NO. YARMOUTH, MAINE MADE FOR NINA SWEET & JAN A. PARKER" BY ROYAL RIVER SURVEY CO. DATED SEPT. 2002, RECORDED IN PLAN BOOK 202, PAGE 752.
- BEARINGS SHOWN HEREON ARE IN REFERENCE TO GRID NORTH, MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE 1802-NAD83. ELEVATIONS DEPICTED HEREON ARE IN REFERENCE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED GPS OBSERVATIONS.
- UTILITY INFORMATION DEPICTED HEREON IS COMPILED USING PHYSICAL SURFACE EVIDENCE LOCATED IN THE FIELD IN CONJUNCTION WITH ANY RECORD INFORMATION AVAILABLE AT THE TIME OF THIS SURVEY (SUE LEVEL C), AND MAY NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. CONTRACTORS AND/OR DESIGNERS NEED TO CONTACT DIG-SAFE SYSTEMS, INC. (1-888-DIG-SAFE) AND FIELD VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND/OR EXCAVATION.

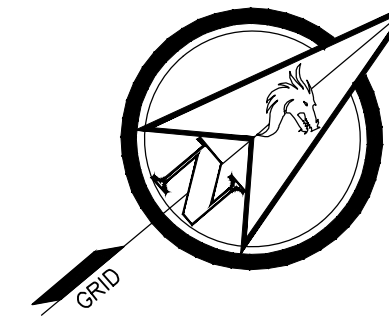
- THE LOCUS PROPERTY AS DEPICTED HEREON DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD AREA AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR NORTH YARMOUTH, MAINE, CUMBERLAND COUNTY, COMMUNITY-PANEL NUMBER 230202 0010 B, HAVING AN EFFECTIVE DATE OF JULY 16, 1981. THE LOCUS FALLS WITHIN AN AREA IDENTIFIED AS ZONE C, AREAS OF MINIMAL FLOODING (NO SHADING).
- A WETLAND DELINEATION WAS PERFORMED ON THIS PROJECT SITE IN JULY, 2022 BY ALEXANDER FINAMORE, CERTIFIED SOIL SCIENTIST OF MAINELY SOILS, LLC AND LOCATED BY MAINELY SOILS, LLC USING SUB-METER GPS. THIS DELINEATION CONFORMS TO THE STANDARDS AND METHODS OUTLINED IN THE 1987 WETLANDS DELINEATION MANUAL AND NORTHEAST REGIONAL SUPPLEMENT AUTHORED AND PUBLISHED BY THE U.S. ARMY CORPS OF ENGINEERS. ALL WETLAND AREAS SHOWN MEET THE DEFINITION OF "HIGH VALUE" AS LISTED IN SECT. 10.3 B4. BUFFERS ARE 50 FEET PER SECT. 10.3 C3. AVERAGE SLOPES LESS THAN 10%. 100 FT BUFFERS ARE ALSO SHOWN PER PLAN REF. A.
- STREAM VEGETATIVE BUFFERS ARE SHOWN AS 90 FEET PER SECT. 10.3 C3. 11-20% AVERAGE SLOPES. ANY LAND DISTURBANCE WITHIN 75 FEET OF STREAMS WILL REQUIRE THE SUBMISSION OF A NATURAL RESOURCES PROTECTION ACT PERMIT BY RULE FOR ACTIVITIES ADJACENT TO A NATURAL RESOURCE FROM THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- NO CHANGES ARE PROPOSED TO THE 25 FT EXISTING PUBLIC WALKING EASEMENT AS SHOWN ON PLAN REF. A AND RECORDED BOOK 19033, PAGE 160.

CONDITIONS OF APPROVAL:

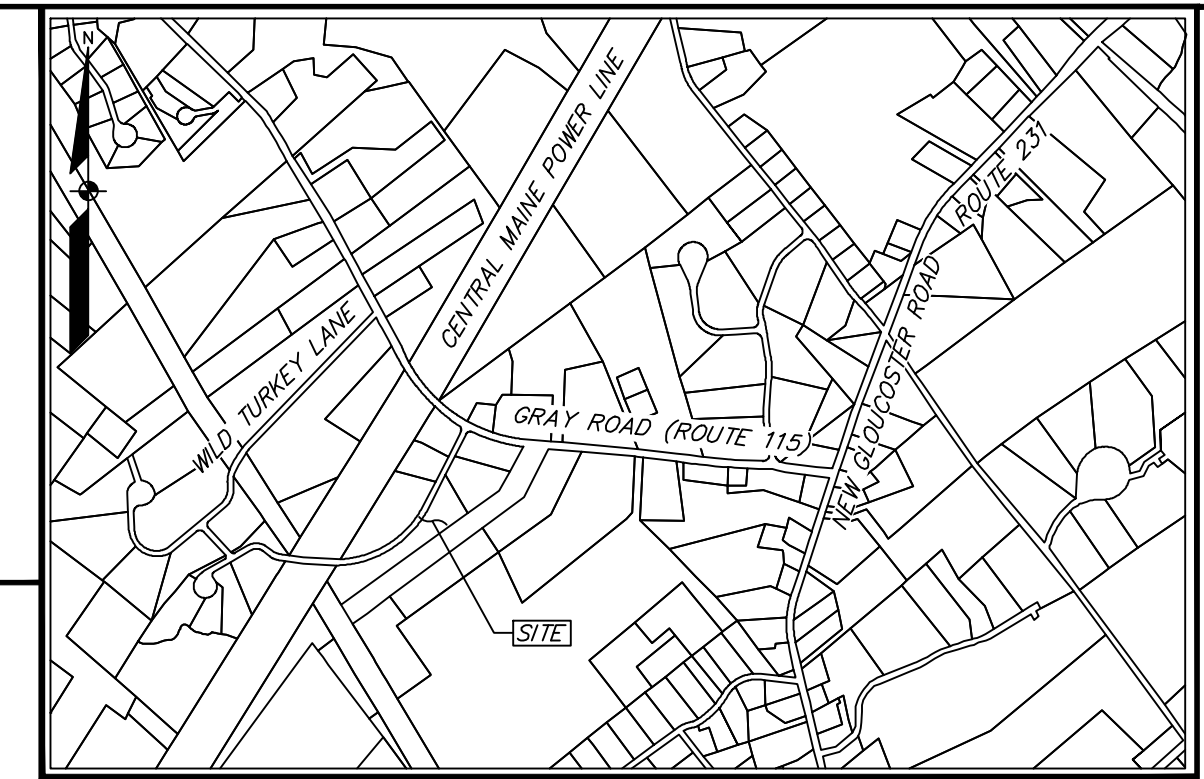
- PRIOR TO THE START OF EARTHWORK, CONSTRUCTION, AND PRIOR TO ISSUANCE OF A BUILDING PERMIT:
- THIS PLAN SHALL BE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS WITHIN NINETY (90) DAYS OF THE DATE OF THE PLANNING BOARD APPROVAL. IF THE PLAN IS NOT RECORDED WITHIN THIS TIME, THE APPROVAL OF THE PLANNING BOARD SHALL BE NULL AND VOID.
 - THE APPLICANT SHALL PAY THE PRIVATE WAY INSPECTION FEE.
 - THE DEVELOPER SHALL PROVIDE SURVEY ACCURATE FIELD MARKERS ADEQUATE TO ENABLE CONTRACTORS TO EASILY DETERMINE LOT BOUNDARIES AND BUILDING ENVELOPES TO ENSURE COMPLIANCE WITH SETBACK REQUIREMENTS.
 - EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED TO THE SATISFACTION OF THE TOWN.
- PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY:
- THE TOWN ENGINEER SHALL INSPECT THE PRIVATE DRIVE TO VERIFY IT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH ORDINANCE SPECIFICATIONS, THE APPROVED PLAN, AND WITH ADEQUATE PROVISION FOR STORM DRAINAGE. IN ADDITION,
 - AN AMENDED HOME OWNERS ASSOCIATION MAINTENANCE AGREEMENT SHALL BE APPROVED AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS TO ACCOUNT FOR THE ADDITIONAL MAINTENANCE.
 - IN-HOME SPRINKLER SYSTEMS MUST BE INSTALLED PER TOWN STANDARDS
- THE TOWN OF NORTH YARMOUTH WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR OR PLOWING OF THE PRIVATE DRIVE.

APPROVED: NORTH YARMOUTH PLANNING BOARD

CHAIRMAN _____ DATE _____



FOR REGISTRY USE ONLY

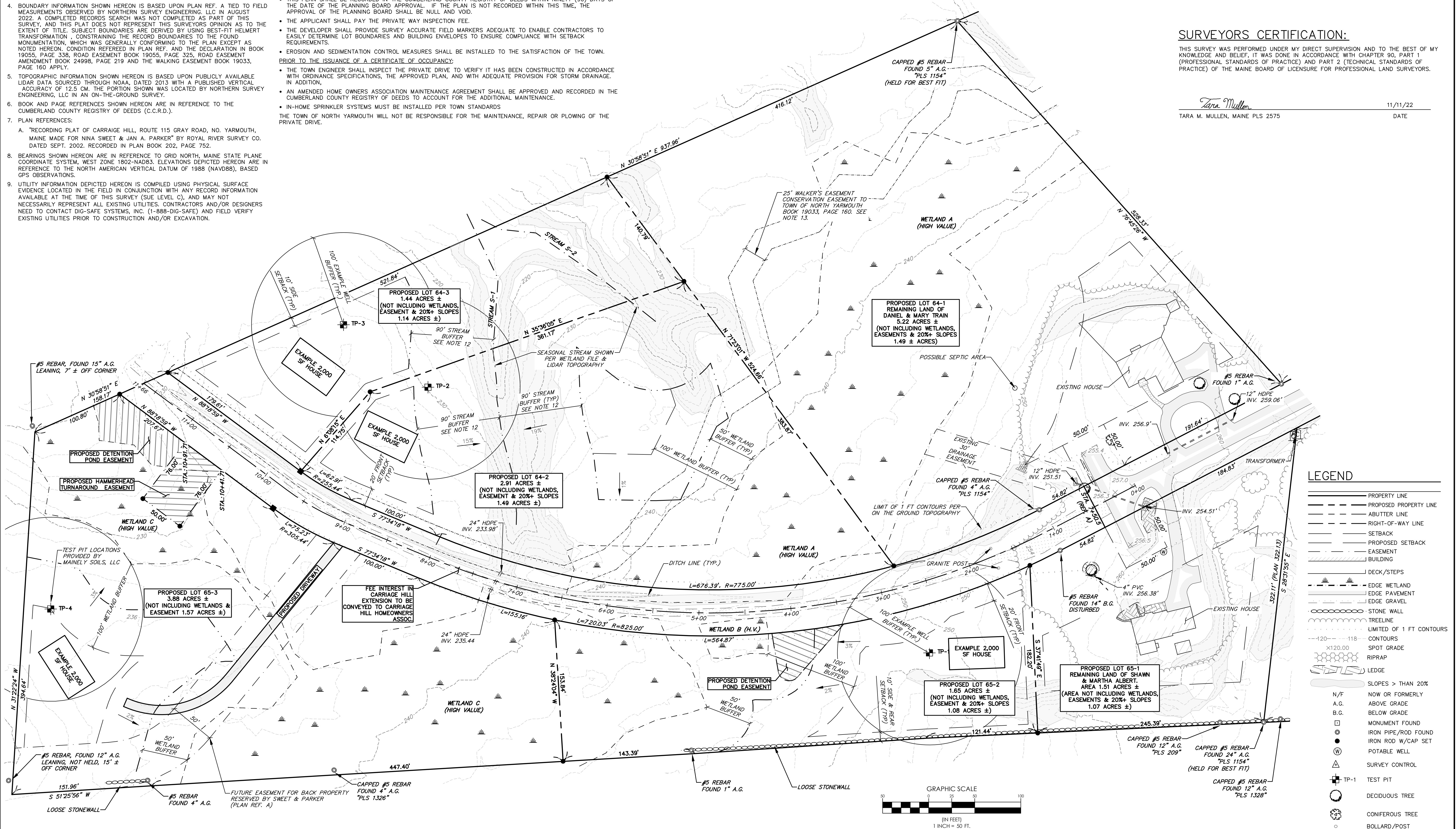


LOCATION MAP N.T.S.

SURVEYORS CERTIFICATION:

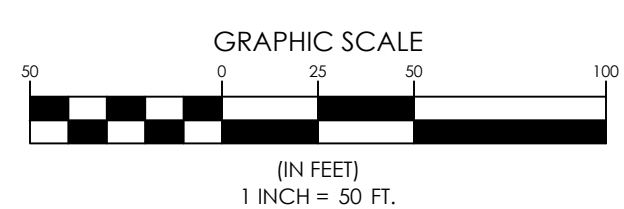
THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT WAS DONE IN ACCORDANCE WITH CHAPTER 90, PART 1 (PROFESSIONAL STANDARDS OF PRACTICE) AND PART 2 (TECHNICAL STANDARDS OF PRACTICE) OF THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS.

Tara Mullen 11/11/22
TARA M. MULLEN, MAINE PLS 2575 DATE



LEGEND

- PROPERTY LINE
- PROPOSED PROPERTY LINE
- ABUTTER LINE
- RIGHT-OF-WAY LINE
- SETBACK
- PROPOSED SETBACK
- EASEMENT
- BUILDING
- J DECK/STEPS
- EDGE WETLAND
- EDGE PAVEMENT
- EDGE GRAVEL
- STONE WALL
- TREELINE
- LIMITED OF 1 FT CONTOURS
- CONTOURS
- SPOT GRADE
- RIPRAP
- LEDGE
- SLOPES > THAN 20%
- N/F NOW OR FORMERLY
- A.G. ABOVE GRADE
- B.G. BELOW GRADE
- MONUMENT FOUND
- IRON PIPE/ROD FOUND
- IRON ROD W/CAP SET
- POTABLE WELL
- SURVEY CONTROL
- TP-1 TEST PIT
- DECIDUOUS TREE
- CONIFEROUS TREE
- BOLLARD/POST



TARA M. MULLEN, PLS 2575

REVISIONS

NO. 1	DATE	DESCRIPTION

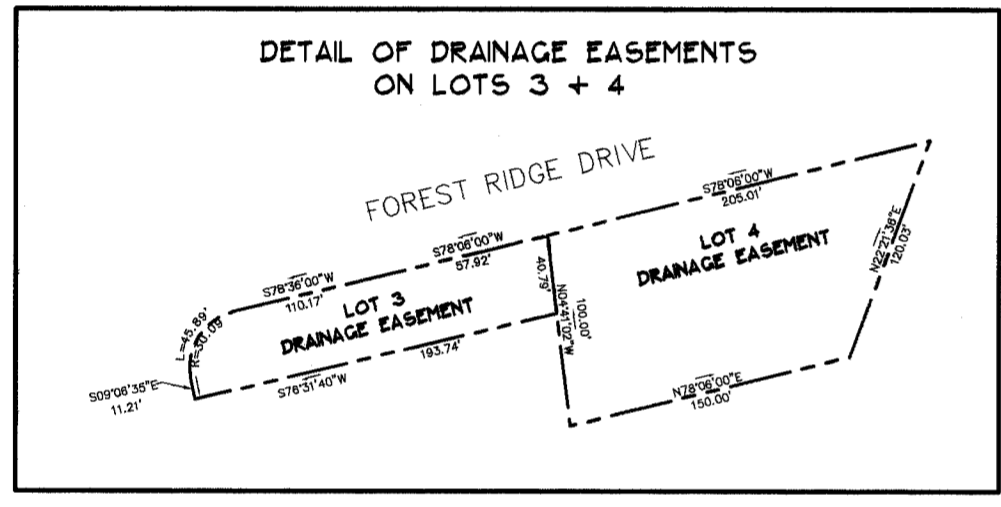
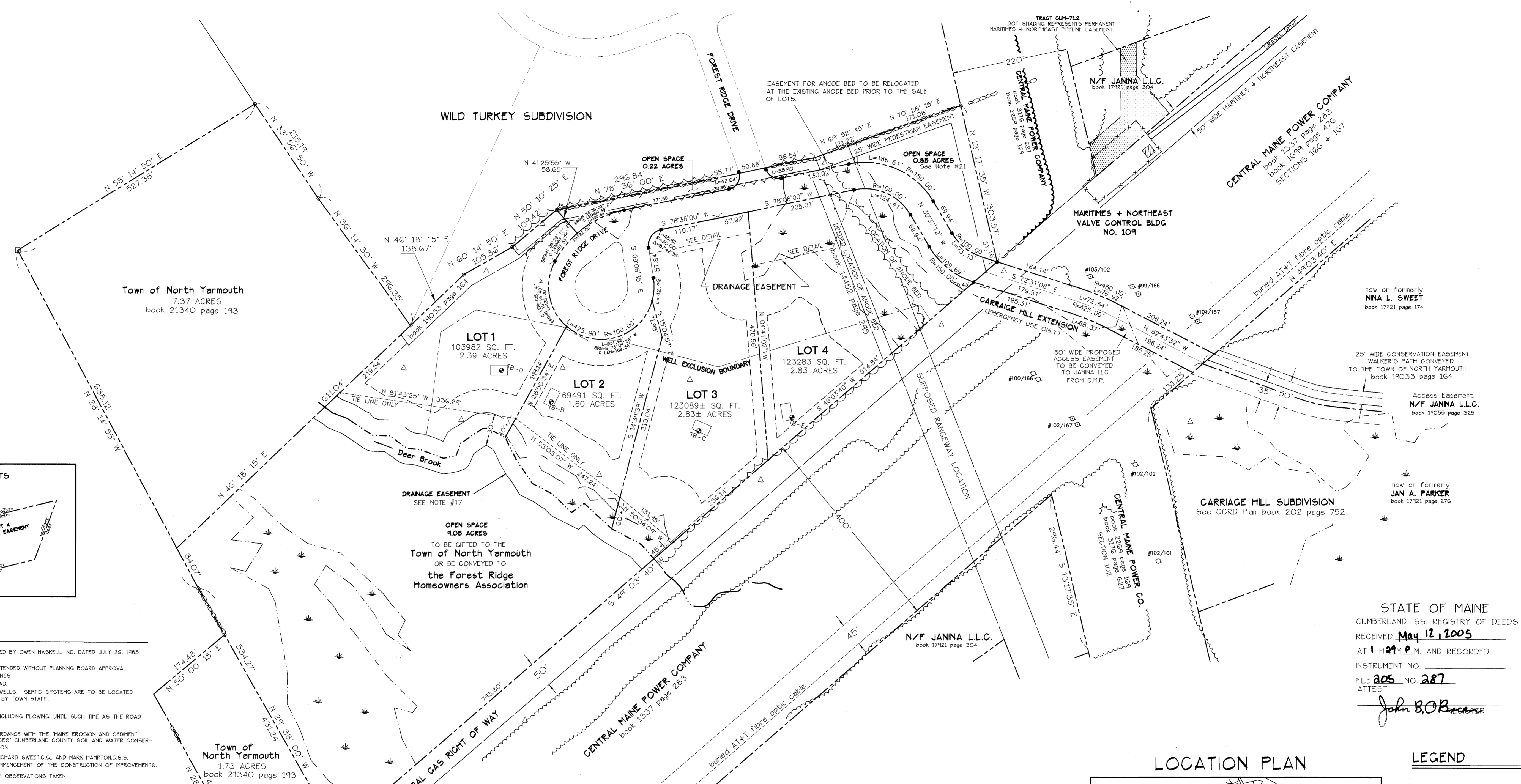
TMM 11/11/22 REVISED CONDITIONS OF APPROVAL & ADDED TEST PIT BUFFER

NORSE ENGINEERING & DESIGN
NORTHERN SURVEY ENGINEERING
207 440 5487
41 CHURCH ROAD, BETHENCK, MAINE 04011
www.northsurveysurveyengineering.com

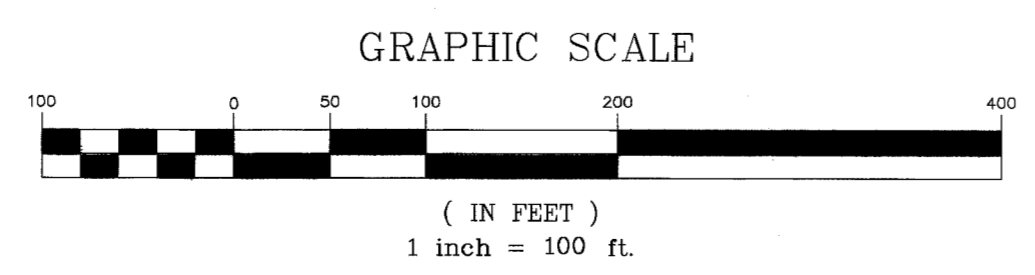
FIRST AMENDED SUBDIVISION PLAN
OF
CARRIAGE HILL
NORTH YARMOUTH, MAINE 04097
FOR:
DANIEL TRAIN & SHAWN ALBERT
14 & 15 CARRIAGE HILL
NORTH YARMOUTH, MAINE 04097

DRAWN	CHECKED
TMM	SPP
PROJECT NO.	DATE
22004653	10/27/22
SHEET SIZE	SCALE
24" X 36"	1" = 50'

SHEET 1 OF 1



- GENERAL NOTES**
- THIS SUBDIVISION PLAN IS BASED ON A PERIMETER SURVEY PERFORMED BY OWEN HASKELL, INC. DATED JULY 26, 1985 AND RECORDED IN THE G.G.R.D. IN PLAN BOOK 144 PAGE 44.
 - NO LOT SHALL BE FURTHER SUBDIVIDED NOR ANY ROAD FURTHER EXTENDED WITHOUT PLANNING BOARD APPROVAL.
 - ALL HOUSE LOCATIONS ARE TO BE WITHIN THE DEPICTED SETBACK LINES.
 - ALL HOUSES SHALL HAVE A NUMBER CLEARLY VISIBLE FROM THE ROAD.
 - LOTS ARE TO BE SERVED FROM INDIVIDUAL SEPTIC SYSTEMS AND WELLS. SEPTIC SYSTEMS ARE TO BE LOCATED AS SHOWN ON THIS PLAN OR AN ALTERNATE LOCATION APPROVED BY TOWN STAFF.
 - POWER, TELEPHONE AND CABLE ARE TO BE UNDERGROUND.
 - THE DEVELOPER WILL BE RESPONSIBLE FOR MAINTAINING THE ROAD, INCLUDING PLOWING, UNTIL SUCH TIME AS THE ROAD IS TAKEN OVER BY THE HOMEOWNERS ASSOCIATION.
 - ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE "MARINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION BEST MANAGEMENT PRACTICES" CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT, DEPT. OF ENVIRONMENTAL PROTECTION LATEST EDITION.
 - WETLAND BOUNDARIES HAVE BEEN MAPPED VIA SUB-METER GPS BY RICHARD SWEET, G.C. AND MARK HAMPTON, G.S.S. SETBACKS MUST BE FIELD VERIFIED ON EACH LOT PRIOR TO THE COMMENCEMENT OF THE CONSTRUCTION OF IMPROVEMENTS.
 - CHP AND MARITIMES AND NORTHEAST FEATURES WERE PLOTTED FROM OBSERVATIONS TAKEN WITH A SUB-METER GPS (TRIMBLE RS).
 - ALL LOT CORNERS TO BE MARKED WITH 5/8" DIAMETER REBAR. GRANITE MONUMENTS WILL BE SET ON RIGHT OF WAY CORNERS WHERE SHOWN.
 - STREET NAME: FOREST RIDGE DRIVE
 - NO CONSTRUCTION OR FILLING OF WETLANDS OTHER THAN THAT SHOWN ON THE PLAN IS ALLOWED. A NRPA PERMIT IS REQUIRED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
 - THE 75' SETBACKS FROM THE WETLAND BOUNDARIES ALONG DEER BROOK SHALL BE MAINTAINED IN THEIR EXISTING VEGETATED CONDITION. INDIVIDUAL LOT OWNERS ARE PRECLUDED FROM ALTERING THIS BUFFER AREA, EXCEPT FOR REMOVAL OF DEAD OR DYING TREES AND BRUSH, WITHOUT PRIOR WRITTEN APPROVAL FROM THE TOWN CODE ENFORCEMENT OFFICER AND THE HOME OWNERS ASSOCIATION. THIS IS NOT TO PRECLUDE THE HOME OWNERS ASSOCIATION OR THE TOWN FROM PERFORMING REQUIRED DRAINAGE MAINTENANCE AND/OR IMPROVEMENTS WITHIN THE IDENTIFIED EASEMENTS. THE SETBACK SHALL BE PERMANENTLY IDENTIFIED WITH MARKERS LOCATED AND SET BY A STATE OF MAINE REGISTERED PROFESSIONAL LAND SURVEYOR. PERMANENT MARKERS SHALL BE LOCATED AT ANGLE POINTS AND AT INTERVALS OF NOT MORE THAN 100'.
 - NO PUBLIC OR PRIVATE DEDICATION, INCIDENT, IMPLIED OR OTHERWISE, IS INTENDED IN THE SUBDIVISION ROAD, AND NO SUCH RIGHTS ARE HEREBY CREATED, OTHER THAN THOSE RIGHTS OF WAY AND EASEMENTS EXPRESSLY STATED IN THE DEEDS FOR THE INDIVIDUAL SUBDIVISION LOTS, OR IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS.
 - THE FOUR PROPOSED SINGLE FAMILY HOMES WITHIN THIS SUBDIVISION ARE DEEMED NOT TO POSE AN UNDUE BURDEN ON THE FIRE SCHOOL AND PUBLIC WORKS DEPARTMENTS. REGIONAL WASTE SYSTEMS HANDLES THE SOLID WASTE DISPOSAL FOR THE TOWN OF NORTH YARMOUTH VIA PRIVATE CONTRACTORS.
 - THE 30' WIDE DRAINAGE EASEMENT SURROUNDING DEER BROOK SHALL BE MAINTAINED BY THE FOREST RIDGE HOMEOWNERS ASSOCIATION.
 - STREET SIGNS WILL BE INSTALLED THAT MEET OR EXCEED TOWN OF NORTH YARMOUTH DESIGN STANDARDS SECTION 10.2
 - ALL CONSTRUCTION TRAFFIC SHALL ACCESS FOREST RIDGE VIA THE WILD TURKEY SUBDIVISION ROAD SYSTEM.
 - NO WELLS SHALL BE PLACED FOR THE PURPOSES OF POTABLE WATER SOUTH OF THE WELL EXCLUSION BOUNDARY.
 - IT IS THE DEVELOPER'S INTENTION THAT THE OPEN SPACE WEST OF DEER BROOK BE GIFTED TO THE TOWN OF NORTH YARMOUTH. THE GIFT IS CONDITIONAL ONLY UPON ITS ACCEPTANCE BY THE TOWN ON OR BEFORE THE ANNUAL TOWN MEETING OF 2006. THE AREA IDENTIFIED AS OPEN SPACE NORTH OF CARRIAGE HILL EXTENSION AND WEST OF CHP TRANSMISSION CORRIDOR SECTION 102 SHALL BE DEEDED TO AND MAINTAINED BY THE FOREST RIDGE HOMEOWNERS ASSOCIATION. SHOULD THE TOWN OPT NOT TO ACCEPT THE OFFERED OPEN SPACE, THAT SPACE SHALL ALSO BE DEEDED TO AND MAINTAINED BY THE FOREST RIDGE HOMEOWNERS ASSOCIATION.



NET RESIDENTIAL		ACREAGE:	ZONE: - RURAL DISTRICT	
TOTAL ACREAGE	21.21 acres		SPACE STANDARDS:	
WETLAND	3.75 acres		MINIMUM STREET FRONTAGE	200 FT.
AREAS OF 20% OR GREATER SLOPES	0 acres		MINIMUM LOT SIZE	1 ACRE
AREAS OF VERY POORLY DRAINED SOILS	0 acres		MINIMUM FRONT YARD	50 FT.
15% ALLOWANCE FOR ROADS, PARKING, AND RIGHT-OF-WAYS	3.18 acres		MINIMUM SIDE AND REAR YARD	20 FT.
AREA OF ANODE BED EASEMENT	1.04 acres		- FARM + FOREST DISTRICT	
TOTAL NET RESIDENTIAL ACREAGE	13.14 acres / 3 =		SPACE STANDARDS:	
TOTAL ALLOWABLE LOTS	4		MINIMUM STREET FRONTAGE	200 FT.
			MINIMUM LOT SIZE	3 ACRES
			MINIMUM FRONT YARD	50 FT.
			MINIMUM SIDE AND REAR YARD	20 FT.

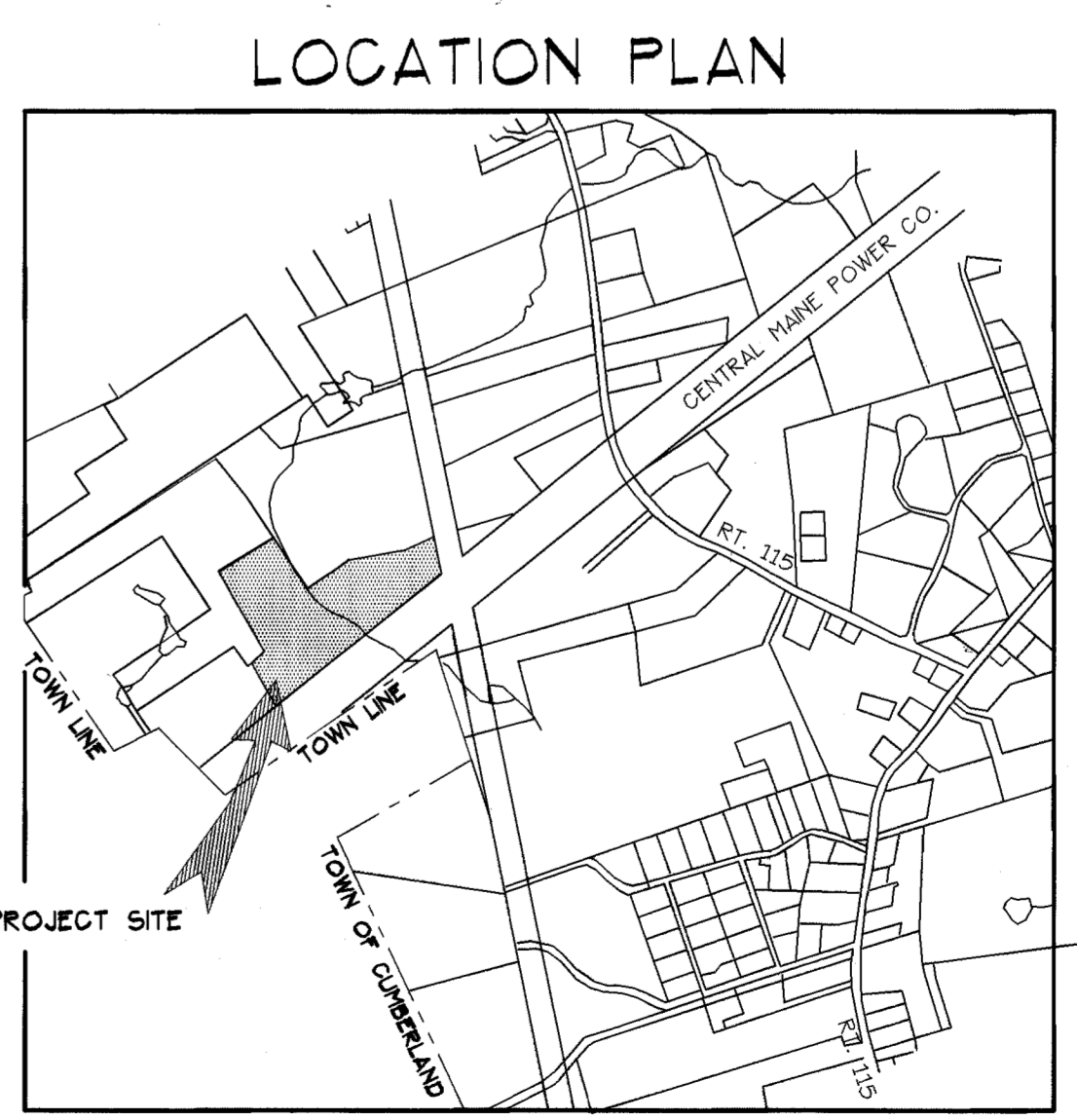
PLAN APPROVED TOWN OF NORTH YARMOUTH PLANNING BOARD

DATE: April 13, 2005

Kathryn Pinn Chair

W. J. Hays

Steve [Signature]



LEGEND

- DRAINAGE EASEMENT
- WELL EXCLUSION ZONE
- DISPOSAL FIELD
- 5/8" REBAR TO BE SET
- △ SURVEY CONTROL POINT
- MONUMENT FOUND
- UTILITY POLE
- OWEN HASKELL REBAR
- R/W MON. TO BE SET
- W WETLAND

STATE OF MAINE
REGINALD S. PARKER
PROFESSIONAL LAND SURVEYOR
NOT VALID UNLESS SIGNED AND EMBOSSED

STATE OF MAINE
CUMBERLAND, SS. REGISTRY OF DEEDS
RECEIVED May 12, 2005
AT 11:41 P.M. AND RECORDED
INSTRUMENT NO. _____
FILE 205 NO. 287
ATTEST
John B. O'Brien

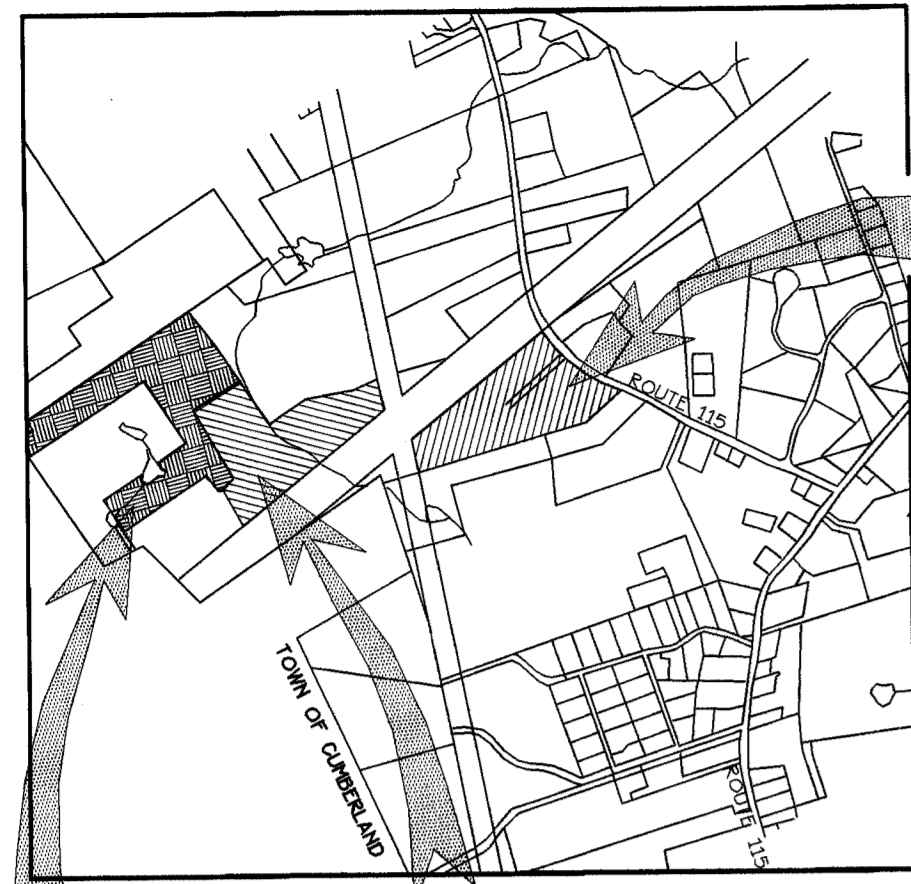
DATE	REVISION

PLAN OF FOREST RIDGE
WEST OF ROUTE 115 GRAY ROAD, NO. YARMOUTH, MAINE
MADE FOR
JANINA L.L.C. 107 GRAY RD. NO. YARMOUTH, ME. 04097

ROYAL RIVER SURVEY CO.
43 MARINA ROAD • YARMOUTH, MAINE • 04096 •
tel: 207-846-8477 fax: 207-846-7716 email: royalriver@maine.rr.com

SURVEY DATE:	PLAN DATE:	CADFILE:	COLLECTION:	JOB NO.:
June 2004	November 2004	FOREST4APR4	Allegro	22056/24052
ORIENTATION:	HDATUM:	VDATUM:	CONTOUR INT.:	SCALE:
MAGNETIC	ASSUMED	NA	NA	1" = 100'

LOCATION PLAN



PROJECT SITE

PROPOSED ANNEX TO TOWN PROPERTY

EXISTING TOWN LOT

WALKER'S PATH PROPOSED 25' WIDE CONSERVATION EASEMENT SEE SHEET 5

TOWN OF FORMERLY JANINA L.L.C. PARCEL BOOK 17421 PAGE 304

CENTRAL MAINE POWER COMPANY book 3176 page G27

now or formerly JANINA L.L.C. book 17421 page 304

FUTURE SHARED COMMON ACCESS EASEMENT USE AND OWNERSHIP BEYOND 7+50.5 TO BE CONTROLLED EXCLUSIVELY BY SWEET AND PARKER. SEE NOTE 16.

THE C.M.P. PROPERTY IS ENCUMBERED BY RIGHTS OF INGRESS AND EGRESS FROM THE PROPERTIES OF SWEET AND PARKER TO THE PROPERTIES OF JANINA L.L.C. SEE BK. 3176 PG. G27, BK 1649 PG. 476, BK. 2269 PG. 164, BK. 2269 PG. 172, AND BK. 1337 PG. 283.

THE RIGHT OF C.M.P. CO. TO ACCESS ITS PROPERTY THROUGH THE LAND OF SWEET AND PARKER WAS RELEASED BACK TO CHASE IN BK. 15508 PG. 220.

CENTRAL MAINE POWER COMPANY book 2269 page 1ed SECTION 102

now or formerly JANINA L.L.C. book 17421 page 304

CENTRAL MAINE POWER COMPANY book 1337 Page 283 SECTIONS 166 + 167

FUTURE EASEMENT FOR PARKING AREA PARCEL AREA: 0.12ac

now or formerly CHRISTOPHER + HEATHER DESIMONE book 17113 page 273

RURAL ZONE FARM + FOREST

ROUTE 115

LOT 1 PARCEL AREA: 2.86ac

LOT 3 PARCEL AREA: 3.01ac

LOT 5 PARCEL AREA: 9.58 Ac

LOT 4 PARCEL AREA: 3.00 ac

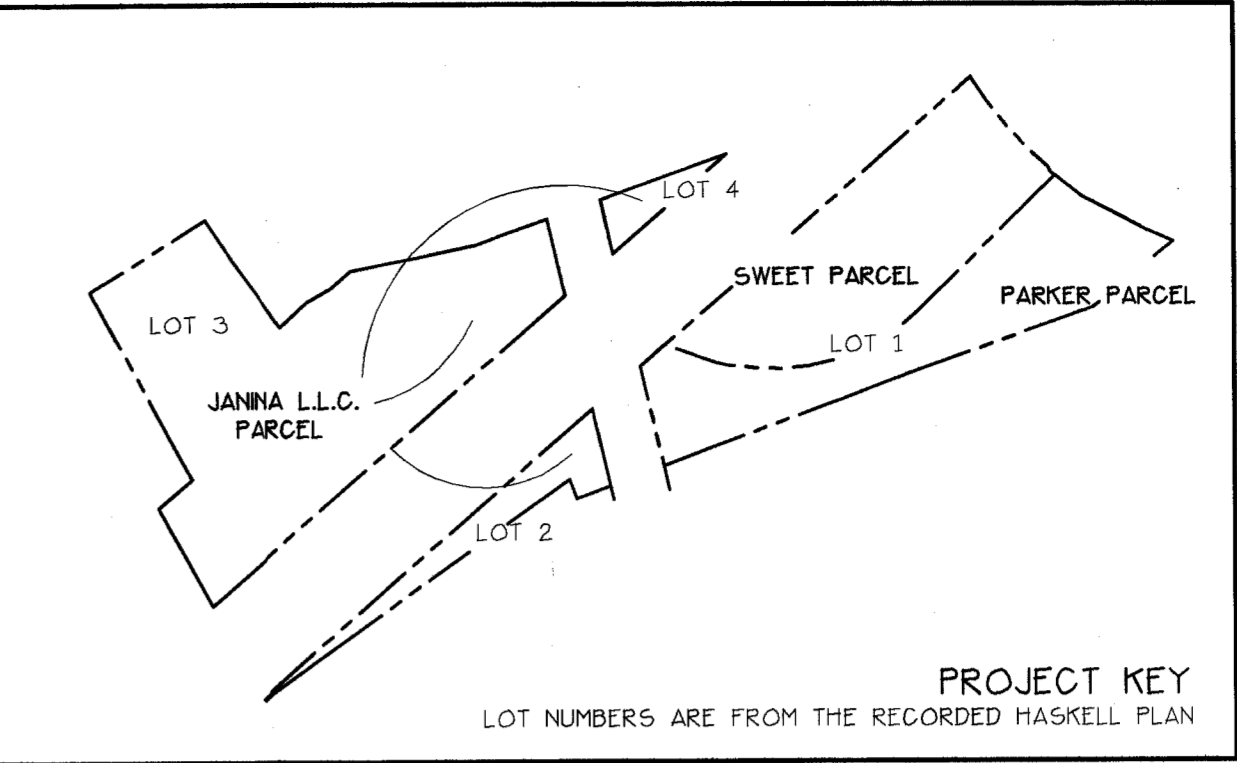
LOT 6 PARCEL AREA: 7.04 ac

now or formerly FRANCES B. TURNELLE book 3005 page 801

now or formerly GAIL F. STRATTARD book 11571 page 46

FUTURE EASEMENT FOR BACK PROPERTY SEE NOTE 16.

HAMMERHEAD TURNOUT EASEMENT TO REVERT TO LOTS 5 AND 6 UPON EXTENSION OF CARRIAGE HILL BEYOND 7+50.5



PROJECT KEY
LOT NUMBERS ARE FROM THE RECORDED HASKELL PLAN

now or formerly JAN A. PARKER book 16932 page 291 book 16932 page 311

now or formerly EDWARD H. + JOYCE ANN GERVAIS book 3838 page 304 book 16738 page 302

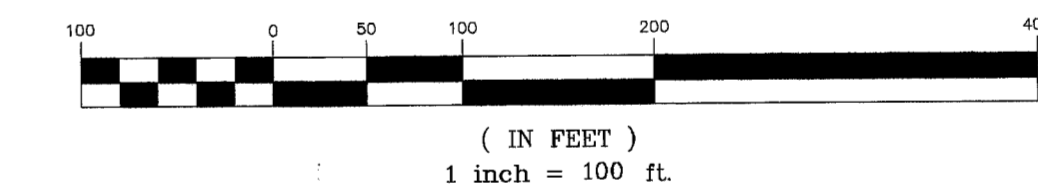
Dot shaded areas are 'No Cut' zones. See Deed Covenants for details

GRAY ROAD

ROUTE 231

RURAL ZONE FARM + FOREST

GRAPHIC SCALE



TOWN OF NORTH YARMOUTH ZONE: FARM + FOREST, AND RURAL ZONES
TOWN OF NORTH YARMOUTH ASSESSORS MAP 5 LOT 1

PLAN APPROVED TOWN OF NORTH YARMOUTH PLANNING BOARD

DATE: *Ken & Hilton J. Kattson, Hilton J. Chais, Gail F. Strattard, G.T. Hayes*

State of Maine, Cumberland SS.
Registry of Deeds
Received *December 23, 2002*
at *1:02* m. *P.* M and recorded in
Plan Book *202* Page *152*

Attest: *John B. O'Brien* Register

GENERAL NOTES

1. THIS SUBDIVISION PLAN IS BASED ON A PERIMETER SURVEY PERFORMED BY OWEN HASKELL, INC. DATED JULY 26, 1985 AND RECORDED IN THE C.G.R.D. IN PLAN BOOK 349 PAGE 44.
2. NO LOT SHALL BE FURTHER SUBDIVIDED NOR ANY ROAD FURTHER EXTENDED WITHOUT PLANNING BOARD APPROVAL.
3. ALL HOUSE LOCATIONS ARE TO BE WITHIN THE DEPICTED SETBACK LINES.
4. ALL HOUSES SHALL HAVE A NUMBER CLEARLY VISIBLE FROM THE ROAD.
5. LOTS ARE TO BE SERVICED FROM INDIVIDUAL SEPTIC SYSTEMS AND WELLS. SEPTIC SYSTEMS ARE TO BE LOCATED AS SHOWN ON THIS PLAN OR AN ALTERNATIVE LOCATION APPROVED BY TOWN STAFF.
6. POWER, TELEPHONE AND CABLE ARE TO BE UNDERGROUND.
7. THE DEVELOPER WILL BE RESPONSIBLE FOR MAINTAINING THE ROAD, INCLUDING PLOWING, UNTIL SUCH TIME AS THE ROAD IS TAKEN OVER BY THE HOMEOWNERS ASSOCIATION.
8. ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION BEST MANAGEMENT PRACTICES' CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT, DEPT. OF ENVIRONMENTAL PROTECTION LATEST EDITION.

9. WETLAND BOUNDARIES HAVE BEEN MAPPED BY SUB-METER GPS. WETLAND SETBACKS MUST BE FIELD VERIFIED ON EACH LOT PRIOR TO THE COMMENCEMENT OF THE CONSTRUCTION OF IMPROVEMENTS.
10. TREE CUTTING WITHIN THE SIDE YARD SETBACKS IS NOT PERMITTED ON TREES GREATER THAN 10 INCHES DIAMETER (D.B.H.). TREE CUTTING WITHIN 100 FEET OF THE GRAY ROAD RIGHT OF WAY IS ALSO NOT PERMITTED. SEE COVENANTS FOR DETAILS.
11. ALL LOT CORNERS TO BE MARKED WITH 5/8" DIAMETER REBAR. GRANITE MONUMENTS WILL BE SET ON RIGHT OF WAY CORNERS WHERE SHOWN.
12. STREET NAME: CARRIAGE HILL
13. NO CONSTRUCTION OR FILLING OF WETLANDS OTHER THAN THAT SHOWN ON THE PLAN IS ALLOWED. A NRPA PERMIT IS REQUIRED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
14. ALL DRIVEWAY ACCESS WILL BE FROM THE SUBDIVISION ROAD.
15. TOTAL AREA OF CONSERVATION EASEMENT IS 0.93 ACRES +/-

16. NO PUBLIC OR PRIVATE DEDICATION, IMPLICIT OR OTHERWISE, IS INTENDED IN THE SUBDIVISION ROAD AND NO SUCH RIGHTS ARE HEREBY CREATED, OTHER THAN THOSE RIGHTS OF WAY AND EASEMENTS EXPRESSLY STATED IN THE DEEDS FOR THE INDIVIDUAL SUBDIVISION LOTS, OR IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS.
17. DRIVEWAYS SERVING LOTS 5 AND 6 MUST NOT ENTER FROM THE HAMMERHEAD TURNAROUND.
18. 15 FEET OF THE 25 FOOT WIDE WALKER'S PATH THAT IS SHOWN WITHIN THE CARRIAGE HILL R.O.W. WILL REMAIN IN EFFECT UNTIL SUCH TIME AS ROADWAY IS CONSTRUCTED THROUGH THAT PORTION OF THE WALKER'S PATH.
19. PRIOR TO CONSTRUCTION OF THE PARKING AREA, A GRADING, DRAINAGE AND EROSION CONTROL PLAN SHALL BE SUBMITTED TO THE TOWN FOR REVIEW.
20. THE SIX PROPOSED SINGLE FAMILY HOMES WITHIN THIS SUBDIVISION ARE DEEDED NOT TO POSE AN UNLIE BURDEN ON THE FIRE, SCHOOL AND PUBLIC WORKS DEPARTMENTS. REGIONAL WASTE SYSTEMS HANDLES THE SOLID WASTE DISPOSAL FOR THE TOWN OF NORTH YARMOUTH VIA PRIVATE CONTRACTORS.
21. FINISH LANDSCAPING SHALL BE EXECUTED UTILIZING A MINIMUM OF 4" OF LOAM OR OTHER SUITABLE MATERIAL.
22. AS A CONDITION OF APPROVAL THERE SHALL BE A DEEDED EASEMENT FOR A LIMITED ACCESS WALKING PATH IN THE AREA SHOWN AS 'PROPOSED EASEMENT' ON SHEETS 1 AND 3 OF THE CARRIAGE HILL PLAN SET AND A DEEDED PARKING EASEMENT AS SHOWN ON SHEET 1. THE EASEMENTS SHALL BE CONVEYED TO THE TOWN OF NORTH YARMOUTH, A NON-PROFIT ORGANIZATION, OR A LAND TRUST PRIOR TO GRANTING BUILDING PERMITS IN THE CARRIAGE HILL SUBDIVISION.

NET RESIDENTIAL DENSITY CALCULATION

PARCEL AREA IN FARM & FOREST: 24.48 ACRES	PARCEL AREA IN RURAL ZONE: 6.04 ACRES
WETLAND AREA - (FF): 7.12 ACRES	WETLAND AREA - RURAL: 1.09 ACRES
ROAD ALLOWANCE 15% x 24.48 = 3.67 ACRES	ROAD ALLOWANCE: 0.80 ACRES
STEEP SLOPE ESTIMATE 1.5 ACRES	STEEP SLOPE ESTIMATE: 0.0 ACRES
24.48 - (7.12+3.67+1.6) = 12.17	6.04 - (1.09+0.90+0.0) = 4.05
12.17/3 = 4.06	4.17/2 = 2.02

4 lots permissible in FARM & FOREST per NRD calculation 2 lots permissible in RURAL per NRD calculation

OWNER OF RECORD

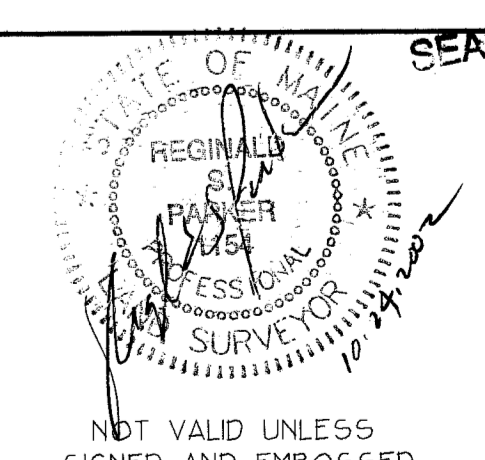
JAN A. PARKER book 17421 page 276 Parcel Area: 13.99 acres +/-
NINA SWEET book 17421 page 174 Parcel Area: 16.48 acres +/-

DATE	REVISION
7/12/2008	MISCELLANEOUS REVISIONS FROM ENGINEER'S RECOMMENDATIONS

RECORDING PLAT OF CARRIAGE HILL
ROUTE 115 GRAY ROAD, NO. YARMOUTH, MAINE
MADE FOR
NINA SWEET JAN ANA PARKER
P.O. BOX 85, CUMBERLAND CTR. 04021 107 GRAY RD. NO. YARMOUTH, ME. 04096

ROYAL RIVER SURVEY CO.
43 MARINA ROAD, YARMOUTH, MAINE 04096
TEL: 207-846-5477 FAX: 207-846-7716 EMAIL: royalriver@men.com

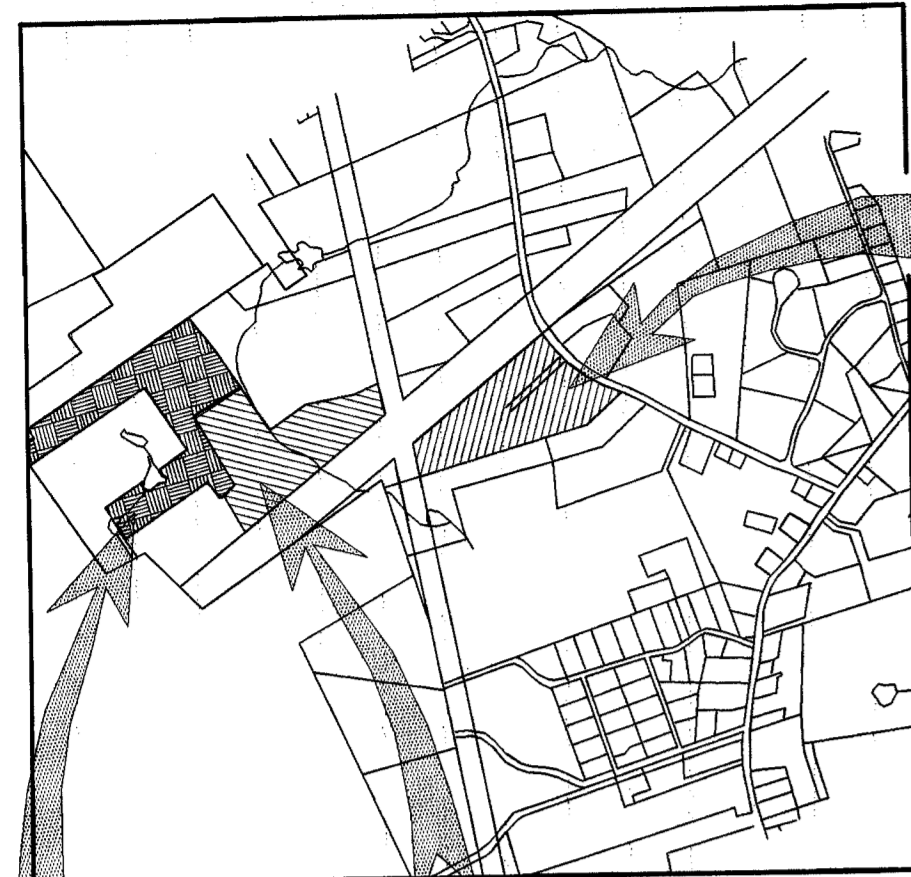
SURVEY DATE	PLAN DATE	CADFILE	COLLECTION	JOB NO.
JULY 2002	SEPT. 2002	RECORDING	FB:49	2205G
ORIENTATION	HPATH	VDATUM	CONTOUR INT.	SCALE
MAGNETIC	ASSUMED	NGVD 1929	2'	1" = 100'



NOT VALID UNLESS SIGNED AND EMBOSSED

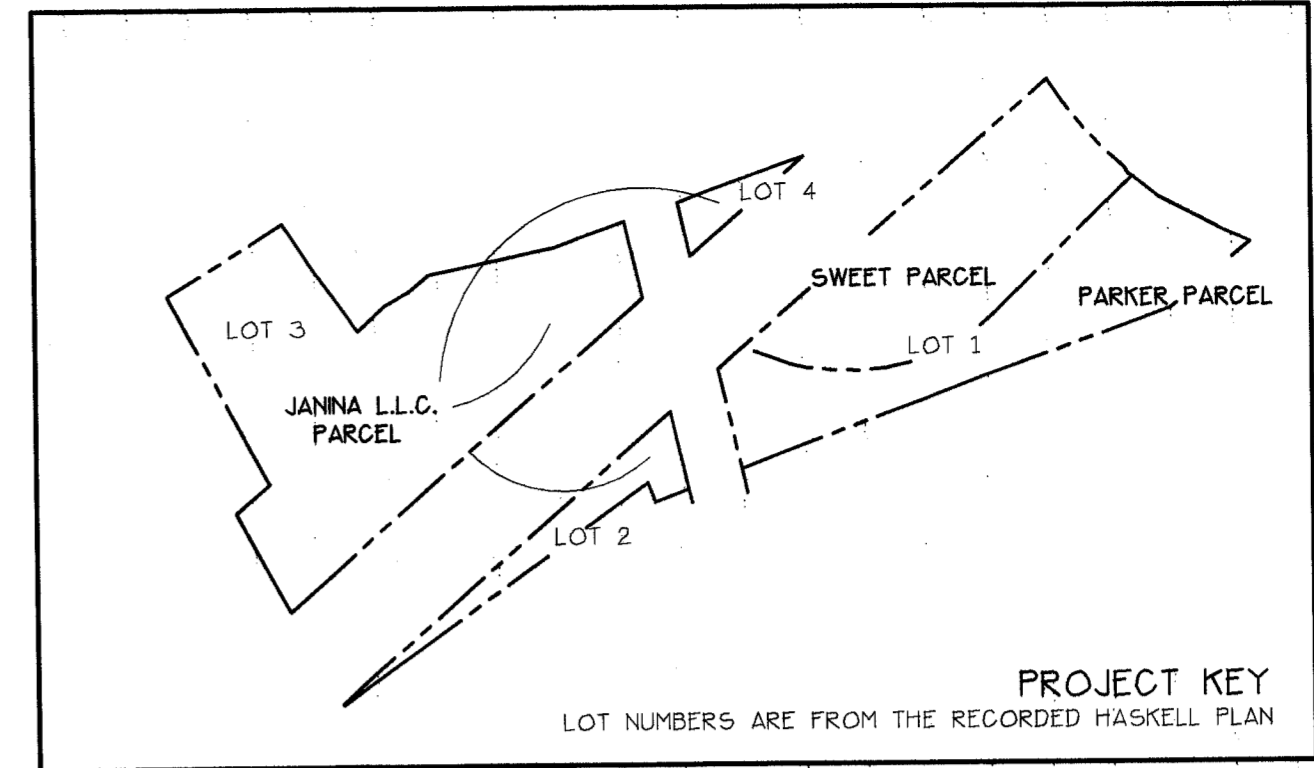
SHEET 1 of 3

LOCATION PLAN



PROJECT SITE

EXISTING TOWN LOT
BACK 30 ACRE LOT
PROPERTY OF JANINA L.L.C.



PROJECT KEY
LOT NUMBERS ARE FROM THE RECORDED HASKELL PLAN

FUTURE EASEMENT FOR
PARKING AREA
PARCEL AREA: 0.12ac

now or formerly
CHRISTOPHER + HEATHER DESIMONE
book 17113 page 273

now or formerly
JAN A. PARKER
book 16932 page 291
book 16932 page 311

now or formerly
EDWARD H. + JOYCE ANN GERVAIS
book 3838 page 304
book 16738 page 302

CENTRAL MAINE POWER COMPANY
book 3176 page 627

CENTRAL MAINE POWER COMPANY
book 1337 page 283
SECTIONS 166 + 167

FUTURE SHARED
COMMON ACCESS EASEMENT
USE AND OWNERSHIP BEYOND 7+50.5 TO
BE CONTROLLED EXCLUSIVELY BY SWEET
AND PARKER. SEE NOTE 17.

CENTRAL MAINE POWER COMPANY
book 2296 page 164
SECTION 102

now or formerly
GAIL F. STRATTARD
book 11571 page 46

now or formerly
FRANCES B. TURMELLE
book 3005 page 801

HAMMERHEAD TURNOUT EASEMENT TO
REVERT TO LOTS 5 AND 6 UPON EXTENSION
OF CARRAIGE HILL BEYOND 7+50.5

POSSIBLE FUTURE EASEMENT
FOR BACK PROPERTY
SEE NOTE 17.

Dot shaded areas are 'No Cut' zones.
See Deed Covenants for details

LEGEND

- △ SURVEY CONTROL POINT
- MONUMENT FOUND
- UTILITY POLE
- OWEN HASKELL REBAR
- TB-10 SOILS BORING
- WETLAND
- DRAINAGE LINE
- ▨ NO CUTTING >10'd.b.h.
- 15 x 15 CMP transformer pad easement
- SOILS BOUNDARY
- INTERMEDIATE CONTOUR
- 60 --- INDEX CONTOUR
- DISPOSAL FIELD AND 10 MG/L NITRATE ISOCON
- WELL EXCLUSION AREA



GENERAL NOTES

1. THIS SUBDIVISION PLAN IS BASED ON A PERMETER SURVEY PERFORMED BY OWEN HASKELL, INC. DATED JULY 26, 1985 AND RECORDED IN THE G.G.R.D. IN PLAN BOOK 149 PAGE 44.
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6. POWER, TELEPHONE AND CABLE ARE TO BE UNDERGROUND.

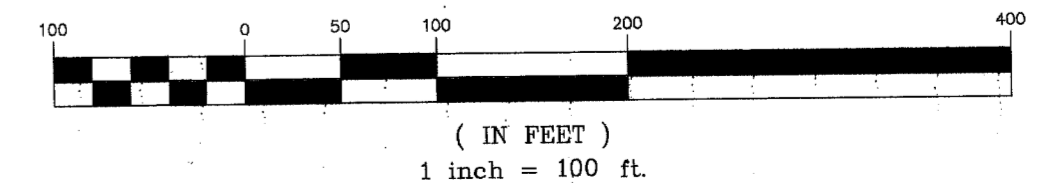
7. THE DEVELOPER WILL BE RESPONSIBLE FOR MAINTAINING THE ROAD, INCLUDING PLOWING UNTIL SUCH TIME AS THE ROAD IS TAKEN OVER BY THE HOMEOWNERS ASSOCIATION.
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9. WETLAND BOUNDARIES HAVE BEEN MAPPED VIA SUB-METER GPS. WETLAND SETBACKS MUST BE FIELD VERIFIED ON EACH LOT PRIOR TO THE COMMENCEMENT OF THE CONSTRUCTION OF IMPROVEMENTS.
10. TREE CUTTING WITHIN THE SIDE YARD SETBACKS IS NOT PERMITTED ON TREES GREATER THAN 10 INCHES DIAMETER (D.B.H.). TREE CUTTING WITHIN 100 FEET OF THE GRAY ROAD RIGHT OF WAY IS ALSO NOT PERMITTED. SEE COVENANTS FOR DETAILS.
11. ALL LOT CORNERS TO BE MARKED WITH 5/8" DIAMETER REBAR. GRANITE MONUMENTS WILL BE SET ON RIGHT OF WAY CORNERS WHERE SHOWN.
12. STREET NAME: CARRAIGE HILL.

13. NO CONSTRUCTION OR FILLING OF WETLANDS OTHER THAN THAT SHOWN ON THE PLAN IS ALLOWED. A NPRA PERMIT IS REQUIRED BY DEP.
14. ALL DRIVEWAY ACCESS WILL BE FROM THE SUBDIVISION ROAD.
15. TOTAL AREA OF CONSERVATION EASEMENT IS 0.93 ACRES +/-.
16. SOILS TYPE BOUNDARIES SCALED FROM CUMBERLAND COUNTY S.C.S. MAPPING.
17. NO PUBLIC OR PRIVATE DEDICATION, INCENT, IMPLIED OR OTHERWISE, IS INTENDED IN THE SUBDIVISION ROAD, AND NO SUCH RIGHTS ARE HEREBY CREATED, OTHER THAN THOSE RIGHTS OF WAY AND EASEMENTS EXPRESSLY STATED IN THE DEEDS FOR THE INDIVIDUAL SUBDIVISION LOTS, OR IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS.
18. ALL WELLS UTILIZED FOR DRINKING ARE TO BE PLACED OUTSIDE OF THE IDENTIFIED WELL EXCLUSION AREAS AS SHOWN HEREON BEFORE ANY LEACH BED LOCATION IS ADJUSTED. APPROVAL MUST BE SOUGHT BY A MAINE CERTIFIED GEOLOGIST.
19. FINISH LANDSCAPING SHALL BE EXECUTED UTILIZING A MINIMUM OF 4" OF LOAM OR OTHER SUITABLE MATERIAL.

JAN A. PARKER book 17921 page 276 Parcel Area: 13.99 acres +/-
NINA SWEET book 17921 page 174 Parcel Area: 16.48 acres +/-

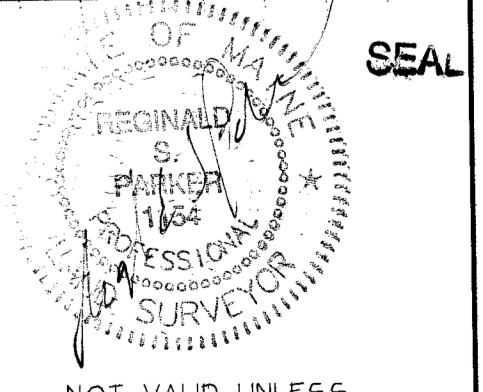
OWNER OF RECORD

GRAPHIC SCALE



State of Maine, Cumberland SS.
Registry of Deeds
Received December 23, 2002
at 3:58 P M and recorded in
Plan Book 202 Page 153

Attest:
John B. O'Brien Register



NOT VALID UNLESS
SIGNED AND EMBOSSED

SHEET 2 of 3

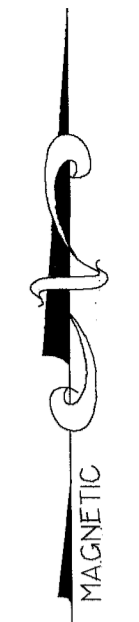
DATE	REVISION

SITE PLAN OF CARRAIGE HILL
ROUTE 115 GRAY ROAD, NO. YARMOUTH, MAINE
MADE FOR
NINA SWEET P.O. BOX 85, CUMBERLAND CTR. 04021
JAN A. PARKER 107 GRAY RD. NO. YARMOUTH, ME. 04096

ROYAL RIVER SURVEY CO.
43 MARINA ROAD, YARMOUTH, MAINE 04096
cell: 207-846-5477 fax: 207-846-7716 email: royal_river@eml.com

SURVEY DATE:	PLAN DATE:	SADFILE:	COLLECTION:	JOB NO.:
JULY 2002	SEPT. 2002	SITE	FB:49	22056
ORIENTATION:	HEATUM:	VDATUM:	CONTOUR INT:	SCALE:
MAGNETIC	ASSUMED	NGVD 1929	2'	1" = 100'

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LEGEND

- △ SURVEY CONTROL POINT
- MONUMENT FOUND
- UTILITY POLE
- OWEN HASKELL REBAR

PARCEL PURPORTEDLY OWNED BY THE TOWN OF NORTH YARMOUTH

now of formerly VERNON C. GOFF + MARION C. GOFF book 3204 page 680

PROPOSED WALKER'S PATH 25' WIDE CONSERVATION EASEMENT

DEEDED LOCATION OF PERMANENT 20' WIDE EASEMENT OF MARITIMES + NORTHEAST L.L.C. FOR ANODE BED See C.C.R.D. book 14452 page 295

PROPOSED WALKER'S PATH 25' WIDE CONSERVATION EASEMENT

30.31 ACRES

now of formerly JANINA L.L.C. book 17921 page 304

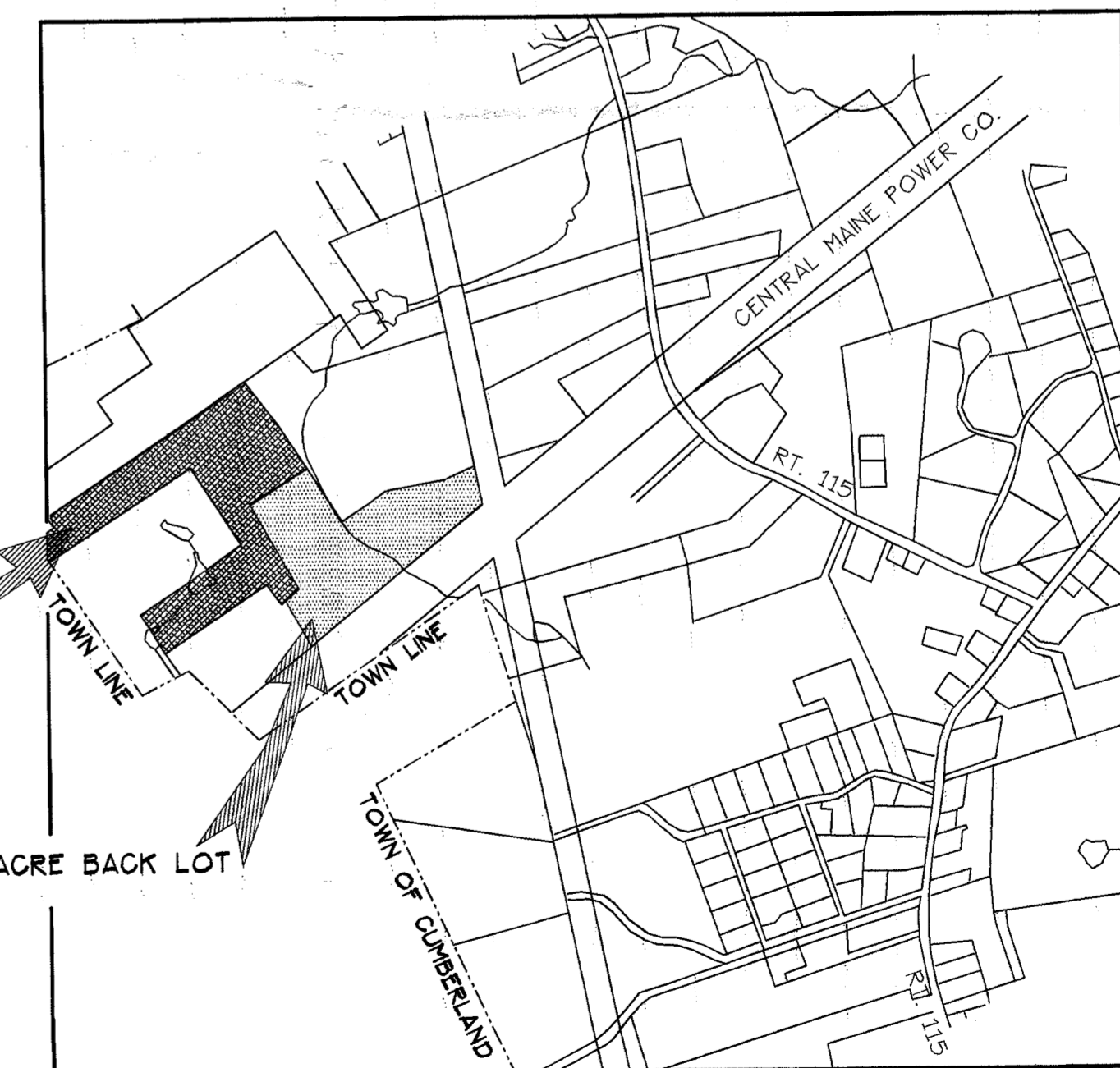
now of formerly RICHARD E. MADDOX + JUDITH M. MADDOX book 6511 page 60

CENTRAL MAINE POWER COMPANY book 1337 page 283

N/F JANINA L.L.C.

CENTRAL MAINE POWER COMPANY book 2264 page 164 SECTION 102

LOCATION PLAN

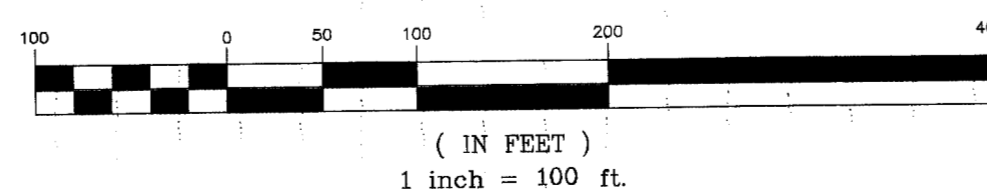


PARCEL PURPORTEDLY OWNED BY THE TOWN OF NORTH YARMOUTH

State of Maine, Cumberland SS. Registry of Deeds Received December 23, 2002 at 11:05 P.M. and recorded in Plan Book 202 Page 754

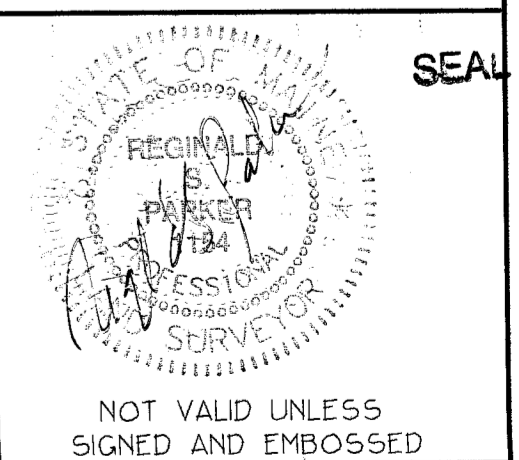
Attest: John B. O'Brien Register

GRAPHIC SCALE



GENERAL NOTES

1. PERIMETER BOUNDARY INFORMATION IS TAKEN FROM A PERIMETER SURVEY PERFORMED BY OWEN HASKELL, INC. FOR DOROTHY A. AND SARAH K. CHASE DATED JULY 26, 1985 AND RECORDED IN THE C.C.R.D. IN PLAN BOOK 149 PAGE 44
2. THE 30.31 ACRE PARCEL OWNED BY JANINA L.L.C. AND SHOWN ON SHEET 3 IS NOT PART OF THE CARRIAGE HILL SUBDIVISION AND IS DEPICTED SOLELY FOR THE PURPOSES OF SHOWING THE LOCATION OF THE PROPOSED WALKER'S PATH CONTEMPLATED BY GENERAL NOTE 22 ON SHEET 1.



NOT VALID UNLESS SIGNED AND EMBOSSED

SHEET 3 of 3

DATE	REVISION

PLAN OF PROPOSED EASEMENT on the BACK LOT of the former CHASE FARM
 WEST OF ROUTE 115 GRAY ROAD, NO. YARMOUTH, MAINE
 MADE FOR
 JANINA L.L.C. 107 GRAY RD. NO. YARMOUTH, ME. 04097

ROYAL RIVER SURVEY CO.
 43 MARINA ROAD, YARMOUTH, MAINE 04096
 Tel: 207-846-9477 Fax: 207-846-7716 email: royal_river@rrs.com

SURVEY DATE:	PLAN DATE:	CADFILE:	COLLECTION:	JOB NO.:
SEPT. 2002	OUTBACK			22056
ORIENTATION:	B DATUM:	V DATUM:	CONTOUR INT.:	SCALE:
MAGNETIC	ASSUMED	NA	NA	1" = 100'

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