City of Gardiner
Subdivision Preliminary Plan Application

Subdivision Name: _____Gardiner Green____150-152 Dresden Avenue
_____Subdivision Fees:_____

Date of Submission: _____8-19-20_____ Received by: AMC

Proposal: ___
Phase 1 Rehab of the original hospital building into a total of 34 apartment units. There will be 11 studio apartments, 14 one-bedroom apartments and 9 two-bedroom apartments.

Phase 2 Rehab of the hospital south annex building into 4 townhouse condominiums. This would involve adding a second story to the building.
Rehab of the boiler house building into 2 townhouse condominiums.
This would involve adding back a second story that was previously removed.

Phase 3 Rehab of the Gardner Family Medicine building into 11 townhouse condominiums. This would involve adding a second story to the existing building.
With sufficient additional land, construction of 17 new townhouse condominiums; 2 freestanding townhouses, 6 duplex townhouses and 1 triplex townhouse.

A total of 51 dwelling units will be developed; 68 units if additional land is secured. There will be no commercial occupancy. This application is only for 51 units but, in the interest of transparency, we want to convey the full extent of the plan – land permitting. Current zoning permits one unit for every 5000sf with a 20% affordable housing bonus.

General Information:

Name of Property Owner: ___ MaineGeneral Medical Center
Address: ____35 Medical Center Parkway, Augusta, ME 04330
Phone/Fax No: ____207-626-1512

Applicant Name: ___ Hathaway Holdings, LLC/Paul Boghossian, Member
Address: ____ Hathaway Center 10 Water St. Box 68, Waterville, ME 04901
Phone/Fax No ____207-873-1800 / 401-714-2106

Design Consultant(s): x Surveyor x Engineer x Architect Planner

Architect:

Sustainable Communities and Design/Jim Shipsky
Address: _____30 Johnson Heights, Waterville, ME 04901
Phone/Fax No _____207-649-0363

Survey:

Dirigo Surveying
Address: ____165 South Road, Winthrop, Maine 04330
Phone/Fax No ___207-923-3443

Engineer:

Sewall Engineering/Diane Morabito
Address: ___40 Forest Falls Ave Suite 2, Yarmouth, Maine 04096
Phone/Fax No _____207-817-5440

Property Information:

City Tax Map:32 Lot(s): _23 and 23A Zoning District(s): _____HDR

Deed Reference(s): Book ___2680_ Page _269 Book __4869 Page _103

Flood Zone: Yes x No Shoreland Zone: Yes x No

Frontage: Road _____ Shore _____ Property Size: __5.09 _221720
(Acres) (Sq. Ft.)

Development Information:

Does the parcel include any water bodies? No.

If yes, describe and shown on plan _____

Has the land been part of a prior approved subdivision? Yes x No

If Yes, state the following:

Subdivision Name & Approval Date _____

Acres to be Developed: ___5.03____ Number of Lots or Units: ____51 units_____

Anticipated Date of Construction: _____April 2021_____ Completion: _____December 2023_____

Will the subdivision be developed in a phase plan, if so, Identify stages: _____

Will the subdivision have any common land or buildings: _____No_____

Identify the Water supply system: _____ Town of Gardiner Water System _____

Identify the sewage Disposal System: _____ Town of Gardiner Sewer System _____

If Public, does it require an extension of the public sewer lines? Yes x No

Identify the number of fire hydrants and location(s): ____FDC on North side of Building 6_____

Will the subdivision have sidewalks: yes x no If yes, describe: _____

_____

Will the streets have curbs: yes x no If yes, describe: _____N/A No streets, just driveway access_____

Describe the storm drainage system: _____Currently is none on the site. Impervious surface will be reduced by a minimum of 25%_____

Will the subdivision require a Zoning Variance? yes x no If yes, describe: _____

_____

Will the subdivision require a special Exception Permit? x yes no If yes, describe: Height variance requested to add a second floor to the GFM Building.

SUBMISSION REQUIREMENTS:

In addition the Application and preliminary plan, the following submissions are required:

a. Location map showing:

1) Existing subdivisions in the proximity of the proposed subdivision. None
2) Locations and names of existing and proposed streets. N/A
3) Boundaries and designations of all Shoreland zoning and other land use districts. None
4) An outline of the proposed subdivision and any remaining portion of the owner's property if not included in the subdivision proposal. All property included

b Proof of right, title or interest in the property. See Appendix A

c A copy of all existing and proposed deed restrictions, rights-of-way, or other encumbrances affecting the property. No medical uses permitted

d The book, page, and tax map and lot information of the property.
Book ___2680_ Page _269 Book __4869 Page _103

e The names of all property owners abutting the property. See Appendix B

f Acreage of the proposed subdivision, acreage of roads, and acreage of any land not included in the subdivision. 5.03 Acres in total. No roads, only driveways

g A copy of that portion of the county soil survey covering the subdivision. See Appendix C or the link below:
https://websoilsurvey.sc.egov.usda.gov/WssProduct/ity5fiaiiugolf4e1ksxxyi0/DL_00000/20200817_104801106 27_21_Soil_Report.pdf

h. When connection to the public sewer is proposed, a letter from the City Manager indicating that there is adequate capacity. Included in Appendix D

i. The location of all existing and proposed wells and appropriate documentation. If public water is proposed, a letter from the water district indicating that there is adequate supply and pressure. Included in Appendix D

j. A written statement from the Police Chief approving all street traffic patterns, parking, curb cuts and traffic impacts. Included in Appendix D

k. A written statement from the Fire Chief approving all hydrant locations and any other fire suppression measures proposed. Included in Appendix D

l. Phosphorus control measures, if subdivision is located w/in the direct watershed of a great pond. N/A

m. Road plans, specifications, and appropriate documentation. N/A

n. Traffic access data for the site including an estimate of the amount of vehicular traffic to be generated on a daily basis. See Appendix E for traffic report

o. A statement indicating how the solid waste from the subdivision will be handled.
There will be a designated trash and recycling area where residents will deposit their trash and recycling. We will contract with a private hauler to handle the waste generated.

p. Documentation indicating that the applicant has the financial and technical capacity to meet the requirements of this Ordinance. See Appendix F

q. Any other data necessary in order to meet the requirements of this Ordinance.

r. A description of the anticipated types of land use that will be developed within the proposed subdivision.
The first building will be a rehab of the original principal hospital building (Building 6) into residential apartments as follows:

11 studio apartments
14 one-bedroom apartments
9 two-bedroom apartments

Average SF 620 SF
Average rent $1000/month

The next building will be a rehab of the hospital annex building (Building 5) into four for-sale condominiums of approximately 1800-2000 SF each

The next building will be a rehab of the hospital boiler building into two for-sale condominiums of approximately 2000 SF each

The last building a rehab of the former Gardiner Family Medicine Building (GFM) into eleven for-sale condominiums of 1500 to 2200 SF each

A total of 51 dwelling units will be developed; 68 units if additional land is secured.

A new rendering of the Building 6 elevation appears in Appendix H

s. A description of how all roads and other public improvements will be maintained until the improvements are dedicated to the city or for private roads and improvements, how they will be maintained over their life span. N/A

PRELIMINARY PLAN MAP

Appendix G Maps Included:

- Existing conditions map showing property boundaries, existing structures and existing improvements. Zoning currently is HDR.
- Proposed Site Plan
- Topological map showing general slope of the land and drainage.
- Survey updated in January, 2020

A subdivision plan consisting of one or more maps drawn to a scale of not more than 100 feet to the inch. The plan shall show the following:

Name of the subdivision.

Number of lots.

Date, north point, graphic scale.

Proposed lot lines with dimensions.

A survey of the perimeter of the tract, giving complete descriptive data by bearing and distances, made and certified by a Registered Land Surveyor. The corner of the tract shall be located on the ground and marked by permanent markers. The plan shall indicate the type of permanent marker proposed to be set or found at each lot corner.

Contour intervals of 10 feet when any land in the proposed subdivision falls outside of 10% grade.

The location of all wetlands regardless of size.

The location of all rivers, streams, brooks and ponds within or adjacent to the subdivision.

The location of all slopes in excess of 10% slope.

The number of acres within the subdivision, location of property lines, existing buildings, vegetative cover type, and other essential existing features.

The location of any significant sand and gravel aquifers.

The boundaries of any flood hazard areas and the 100-year flood elevation as depicted on the most recent FIRM Map.

The location and boundaries of any significant wildlife habitat as identified by the Department of Inland Fisheries and Wildlife.

The location of any site or structure listed on the National Register of Historic Places or any archeological site identified by the State Historic Preservation Commission.

The location of all scenic areas and rare and endangered plants as identified by the City of Gardiner.

The location of all subsurface wastewater disposal system test pits or borings and test data and appropriate documentation.

The location of any open space, trails, and recreation features.

The location, type, size and design of all proposed essential services and utilities.

All erosion control features proposed for the site.

All stormwater control features proposed for the site.

All parcels of land proposed to be owned or held in common or joint ownership by the subdivision or individual lot owners. All land proposed to be offered for public acceptance to the city.

The type and location of any proposed fire control features, and appropriate documentation.

WAIVERS

The Applicant is requesting a waiver of the following submission requirements:

(Cite Ordinance reference(s); item(s) to be waived and reason)

Requesting a waiver of the items below because these items pertain to a full-fledged new subdivision which this is not. This application is for 51 units as a rehab of four existing structures..The requested density is allowed by virtue of the square footage of the site and there are NO new roads or buildings.

A subdivision plan consisting of one or more maps drawn to a scale of not more than 100 feet to the inch. The plan shall show the following:

Name of the subdivision.

Number of lots.

Date, north point, graphic scale.

Proposed lot lines with dimensions.

A survey of the perimeter of the tract, giving complete descriptive data by bearing and distances, made and certified by a Registered Land Surveyor. The corner of the tract shall be located on the ground and marked by permanent markers. The plan shall indicate the type of permanent marker proposed to be set or found at each lot corner.

Contour intervals of 10 feet when any land in the proposed subdivision falls outside of 10% grade.

The location of all wetlands regardless of size.

The location of all rivers, streams, brooks and ponds within or adjacent to the subdivision.

The location of all slopes in excess of 10% slope.

The number of acres within the subdivision, location of property lines, existing buildings, vegetative cover type, and other essential existing features.

The location of any significant sand and gravel aquifers.

The boundaries of any flood hazard areas and the 100-year flood elevation as depicted on the most recent FIRM Map.

The location and boundaries of any significant wildlife habitat as identified by the Department of Inland Fisheries and Wildlife.

The location of any site or structure listed on the National Register of Historic Places or any archeological site identified by the State Historic Preservation Commission.

The location of all scenic areas and rare and endangered plants as identified by the City of Gardiner.

The location of all subsurface wastewater disposal system test pits or borings and test data and appropriate documentation.

The location of any open space, trails, and recreation features.

The location, type, size and design of all proposed essential services and utilities.

All erosion control features proposed for the site.

All stormwater control features proposed for the site.

All parcels of land proposed to be owned or held in common or joint ownership by the subdivision or individual lot owners. All land proposed to be offered for public acceptance to the city.

The type and location of any proposed fire control features, and appropriate documentation.

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT ("Amendment"), is made and entered into by and between HATHAWAY HOLDINGS, LLC. ("Buyer") and MAINEGENERAL MEDICAL CENTER, a Maine nonprofit corporation, with its principal office located in Augusta, ME, ("Seller").

RECITALS:

WHEREAS, Buyer and Seller entered into a Purchase and Sale Agreement for the land and improvements located at 150 and 152 Dresden Ave, Gardiner, ME on March 13, 2020 (the "PSA") and

WHEREAS, Buyer and Seller desire to amend the PSA to extend the Buyer's Due Diligence Period per the terms and conditions outlined herein.

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Seller and Buyer hereby agree as follows:

1. DUE DILIGENCE: All references to the Due Diligence Period set forth in Section 3 of the PSA are extended to and shall mean August 15, 2020.

2. DEFINITIONS: Unless otherwise set forth in this Amendment, all capitalized terms shall have the same meanings as set forth in the PSA.

3. ENTIRE AGREEMENT: This Amendment contains all of the agreements of the Parties hereto with respect to the matters contained herein and nothing in this Amendment shall be deemed to waive or modify any of the provisions of the PSA except as expressly stated herein.

4. COUNTERPARTS: This Amendment may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

5. This Amendment is incorporated into the PSA and shall be deemed a part thereof.

6. EFFECTIVE DATE. This Amendment shall become effective as of June 11, 2020.

IN WITNESS WHEREOF, Buyer and Seller, by their duly authorized representatives have executed this Amendment to be effective the date noted above.

BUYER: HATHAWAY HOLDINGS, LLC

By: Paul Boghossian, Member

SELLER: MAINEGENERAL MEDICAL CENTER

By: Paul Stein, Chief Operating Officer

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This SECOND AMENDMENT ("Amendment") is made and entered into by and between HATHAWAY HOLDINGS, LLC. ("Buyer") and MAINEGENERAL MEDICAL CENTER, a Maine nonprofit corporation, with its principal office located in Augusta, ME ("Seller").

RECITALS:

WHEREAS, Buyer and Seller entered into a Purchase and Sale Agreement for the land and improvements located at 150 and 152 Dresden Ave, Gardiner, ME on March 13, 2020 (the "PSA") and

WHEREAS, Buyer and Seller desire to amend the PSA to extend the Buyer's Due Diligence Period per the terms and conditions outlined herein.

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Seller and Buyer hereby agree as follows:

1. DUE DILIGENCE: All references to the Due Diligence Period set forth in Section 3 of the PSA are extended to and shall mean September 18, 2020.

2. DEFINITIONS: Unless otherwise set forth in this Amendment, all capitalized terms shall have the same meanings as set forth in the PSA.

3. ENTIRE AGREEMENT: This Amendment contains all of the agreements of the Parties hereto with respect to the matters contained herein and nothing in this Amendment shall be deemed to waive or modify any of the provisions of the PSA except as expressly stated herein.

4. COUNTERPARTS: This Amendment may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

5. This Amendment is incorporated into the PSA and shall be deemed a part thereof.

6. EFFECTIVE DATE. This Amendment shall become effective as of August 14, 2020.

IN WITNESS WHEREOF, Buyer and Seller, by their duly authorized representatives have executed this Amendment to be effective the date noted above.

BUYER: HATHAWAY HOLDINGS, LLC

By: Paul Boghossian, Member

SELLER: MAINEGENERAL MEDICAL CENTER

By: Terrance Brann, Chief Financial Officer

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this 13th day of March, 2020 ("Effective Date"), by and between MAINEGENERAL MEDICAL CENTER, a Maine non-profit corporation ("Seller"), and HATHAWAY HOLDINGS, LLC., a Maine limited liability company ("Buyer").

RECITALS:

WHEREAS, Seller owns the real estate and improvements located at 150 and 152 Dresden Avenue in Gardiner, Maine; and

WHEREAS, prior to sale, the Seller will be conveyed a portion of property from its sister corporation, MaineGeneral Rehabilitation & Long Term Care ("MGRLTC") which owns the real estate located at 154 Dresden Avenue in Gardiner, Maine: and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms and conditions set forth herein, the Premises, as set forth in Section 1 below, upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the agreements, covenants, representations, and warranties hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereto, intending to be legally bound hereby, agree as follows:

1. PREMISES. The premises being conveyed from Seller to Buyer shall consist of real estate, buildings, improvements, fixtures, structures, parking areas and landscaping of property consisting of 5.02 acres, which consists of all of parcels 150 and 152 Dresden Avenue, and a small portion of back land from parcel 154 Dresden Avenue, Gardiner, Maine as set forth in the Boundary Survey shown in Exhibit A, attached hereto and made a part hereof (the "Premises"). The legal description of the property to be conveyed will be in substantial conformance to the Boundary Survey. The parties agree that this Agreement may be signed by the parties without substantial completion of the legal description for the Premises. Such legal description will be updated as of the Closing Date.

Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Premises on the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE. The purchase price for the Premises shall be [redacted] (the "Purchase Price") which shall be paid by Buyer to the Seller as follows:

Upon execution of this Agreement, Buyer shall make an earnest money deposit of [redacted] (the "Deposit"), The Deposit shall be held in a non-interest bearing account with the Law office of Matthew J. McDonald (hence "Escrow Agent") in accordance with the provisions of this Agreement. The Deposit shall be refundable to Buyer if Buyer elects, during the Due Diligence Period, defined hereinafter, to terminate

this Agreement under the terms and conditions defined herein. In the event that the Buyer elects to proceed with the purchase of the Premises, the Deposit shall become non-refundable to the Buyer and released to the Seller with no further instruction to the Escrow Agent, unless Seller defaults under this Agreement.

The balance of the Purchase Price (the difference between the Purchase Price and the Deposit), subject to any prorations, shall be delivered by Buyer to Seller at the Close of Escrow in cash, certified funds, wire transfer or a cashier's check.

3. DUE DILIGENCE PERIOD. Buyer will have a period of ninety (90) days from the execution of this Agreement (the "Due Diligence Period") to conduct, at Buyer's sole cost and expense, all non-invasive investigations, inquiries, inspections and tests as Buyer deems reasonably necessary, in their sole and absolute discretion, and in which to seek financing upon terms satisfactory to Buyer in its sole discretion. Buyer and its architects, engineers, advisers and other consultants may enter upon the Premises at all reasonable times and with appropriate notice to Seller for the purpose of conducting such inspections, tests, surveys, engineering studies, utility investigations, environmental assessments and other such inspections, non-invasive tests and investigations as Buyer deems appropriate in its sole and absolute discretion. In the event that the results of such due diligence investigations are not satisfactory to Buyer in its sole and absolute discretion, or in the event Buyer has been unable to obtain a binding written commitment for financing on terms acceptable to Buyer, then Buyer shall have the right to terminate this Agreement by written notice given to Seller on or before 5:00 p.m. (EST) on the first (1st) business day after the expiration of the Due Diligence Period. If Buyer provides such written notice to Seller exercising Buyer's termination right on or before said deadline, then Buyer shall be deemed to have elected to terminate this Agreement, and the Deposit shall be promptly returned to Buyer. Seller agrees to cooperate in all reasonable respects in the conduct of such due diligence and to provide to Buyer, upon request, any additional information about the Premises reasonably requested by Buyer that is in Seller's possession and/or control. In the event Buyer opts not to proceed with the transaction, then Buyer will return all due diligence material to Seller. Additionally, any inspections, tests, surveys, engineering studies, utility investigations, and environmental assessments done by Buyer will also be turned over to Seller, and become the property of the Seller.

Buyer understands and acknowledges that the Seller provides direct healthcare services to patients upon the Premises, that these patients are entitled to privacy and confidentiality under various federal and state laws and regulations (collectively, the "Privacy Laws"), and that confidential patient information that is subject to Privacy Laws is contained the buildings on the Premises. Accordingly, Buyer agrees to (i) provide Seller with at least three (3) days advance notice for each proposed entry upon the Premises in the exercise of such right, intended purpose thereof, and the identity of the party or parties to be engaged therein (ii) give Seller the opportunity to have a representative present during each exercise of such right of entry; and (iii) take reasonable steps to minimize any interference with Seller's healthcare operations when exercising such right of entry. Buyer further agrees that if, in entering the Premises, Buyer, its employees, agents, contractors, investors or invitees encounter any information relating to patients of Seller, Buyer shall, and Buyer shall ensure that its employees, agents, contractors,

investors or invitees shall maintain the confidentiality of that information. Buyer also agrees that everyone entering the Premises on behalf of Buyer in accordance with the subsection shall first sign Seller's standard confidentiality agreement to protect the confidentiality of Seller's patients.

In the event any damage shall be caused to the Premises through Buyer's exercise of the right of inspection and access granted hereby, Buyer, at Buyer's sole cost and expense shall repair such damage and shall restore any damaged portions of the Premises to substantially the condition that prevailed just prior to the occurrence of such damage. Buyer shall defend, indemnify and hold harmless Seller from and against any claims, demands, suits, proceedings, judgments, costs and liabilities resulting from any injury (including death) or damage to any person or persons and any damaged property arising out of the exercise of Buyer's right of entry hereunder. The foregoing agreement to indemnify shall survive the Closing or the earlier termination of the Agreement.

The Buyer agrees it is solely responsible to pay directly and/or reimburse the Seller for the cost of all revised surveys, conveyances, deeds, and recording fees and any other expenses (including legal fees) incurred by Seller to make adjustments to the property boundaries of the "parcels" necessary to convey the Premises in this sale to the Buyer. The Buyer agrees that this obligation survives termination of this Agreement and applies even if the Buyer terminates this Agreement for any reason. Buyer must pay these expenses within ten (10) days of receipt of an invoice and in no event later than three months after closing. Provided, however, that Buyer shall have no obligation to reimburse Seller for any expenses under this paragraph if Seller defaults under this Agreement.

4. PRORATIONS. Real estate taxes, if any (as Seller is a tax-exempt entity) shall be prorated at Closing as of the Closing Date and based on the fiscal year of the City of Gardiner. Sewer and water charges shall be prorated as of the Closing Date. Seller and Buyer shall pay State of Maine transfer tax as provided by Maine State Law. Seller shall be responsible for preparation of the Deed and Transfer Tax Declarations and shall pay the fee for any recording necessary to clear title to the Premises. Buyer shall pay the fee for recording of the Deed and title insurance premium and update fees, if any. Except as otherwise set forth herein, Legal fees and other closing costs incurred by Seller or Buyer in connection with the Agreement and transaction shall be paid for the party incurring such fees or costs. Except as otherwise provided herein or as settled at the Closing, Seller and Buyer shall prorate as of the Closing Date any other amounts which become due and payable on or before the Closing Date with respect to (i) assumed contracts, if any, (ii) all utilities servicing the Premises that are assignable to Buyer, including water, sewer, telephone, electricity and gas service.

5. CLOSING. Subject to the satisfaction or waiver by the appropriate party of all of the conditions precedent to closing specified herein the consummation of the transactions contemplated by and described in this Agreement (the "Closing") shall take place within forty-five (45) days following the expiration of the Due Diligence Period. The Seller shall have the right to extend the Closing Date for up to thirty (30) days for any reason or no reason, upon Notice to the Buyer. The parties shall mutually agree to the actual time and date of such Closing in writing (the date of consummation is referred to herein as the "Closing Date").

5.1. Closing Documents.

5.1.1. Seller. At Closing, Seller will deliver the following:

5.1.1.1. The Deed in accordance with the provisions of Section 8.

5.1.1.2. Maine Real Estate Transfer Tax Declaration form.

5.1.1.3. Evidence of Seller's existence and authority to complete the transaction reasonably satisfactory to Buyer and Buyer's title insurer.

5.1.1.4. Seller's executed FIRPTA (foreign Investment in Real Property Tax Act) Affidavit and Maine Residency Affidavit necessary to relieve Buyer of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code or pursuant to 36 MRS § 5250-A.

5.1.1.5. Seller's executed Title Insurance Seller's Affidavit or similar statement, in form and substance reasonably acceptable to Buyer and its title insurer.

5.1.1.6. Such other documents, instruments, certification a and confirmations as may be reasonably required and/or designated by Buyer's title insurer or lender to fully effect and consummate the transaction contemplated hereby.

5.1.2. Buyer. At Closing, Buyer will deliver the following:

5.1.2.1. The balance of the Purchase Price, subject to Section 4.

5.1.2.2. Evidence of Buyer's existence and authority to complete the transaction reasonably satisfactory to Seller and Buyer's title insurer.

5.1.2.3. Such other documents, instruments, certification a and confirmations as may be reasonably required and designated by Seller and/or Buyer's title insurer or lender to fully effect and consummate the transaction contemplated hereby.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER. The representations , warranties, and covenants set forth below by Seller to Buyer are made as of the Effective Date, and Seller shall be deemed to have remade all of such representations and warranties as of the Closing Date:

6.1. Existence and Capacity; Ownership. Seller is a non-profit corporation, duly organized and validly existing in good standing under the laws of the State of Maine. Seller has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct its business as now being conducted.

6.2. Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of

Seller and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

6.3. Intellectual Property. No trademarks, service marks, trade names, patents, copyrights, inventions, processes and applications therefor (whether registered or common law) currently owned or used by Seller with respect to the Premises or any other services, facilities or operations directly or indirectly affecting the Premises, are (collectively, the "Intellectual Property") are being transferred to Buyer pursuant to this Agreement.

6.4. There are no service, employment, leasing, management, utility or other service or supply contracts affecting the Premises that would be binding upon a successor owner of the Premises.

6.5. There is no pending or, to the best of Seller's knowledge, threatened action or proceeding (including but not limited to any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitration relating to or arising out of the ownership of the Premises or any portion thereof.

6.6. Seller has not received any notice of assessment for the benefits or betterments which affect the Premises and Seller does not have knowledge that any such assessment is pending or threatened.

6.7. Except as otherwise stated herein, Seller has received any corporate or governmental consents or approvals required to be obtained by Seller in connection with the sale of the Premises and the consummation of the other transactions contemplated hereby.

6.8. Insolvency. Seller shall not (i) be in receivership or dissolution; (ii) have made any assignment for the benefit of creditors; (iii) have admitted in writing its inability to pay its debts as they mature; (iv) have been adjudicated a bankrupt; or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Seller.

6.9. Seller is conveying the Premises "as is, where is", with all faults and makes no representation or warranty as to the present state or condition of the Premises, or Building and improvements thereon.

6.10. Within 45 days of the date of this Agreement, Seller shall have notified the Maine Health and Higher Educational Facilities Authority ("MHHEFA") that this sale is a "permitted disposition." MHHEFA shall have acknowledged such notice and shall have provided assurance satisfactory to Buyer that MHHEFA will issue all necessary title clearance documents to Seller not later than the closing date. If Seller fails to deliver such written assurance by Closing, Buyer may terminate this Agreement, whereupon Buyer shall receive a full refund of the Deposit.

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BUYER. The representations, warranties, and covenants set forth below by Buyer in favor of Seller are made as of the Effective Date, and Buyer shall be deemed to have remade all of its representations and warranties as of the Closing Date:

7.1. Existence and Capacity. Buyer is a Maine limited liability company, duly organized and validly existing in good standing under the laws of the State of Maine. Buyer has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

7.2. Powers; Consents; Absence of Conflicts with Other Agreements, Etc. The execution, delivery, and performance of this Agreement by Buyer, and all other agreements referenced herein, or ancillary hereto, to which Buyer is a party, and the consummation of the transactions contemplated herein by Buyer.

7.3. Binding Agreement. This Agreement and all agreements to which Buyer will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Buyer, and are and will be enforceable against Buyer in accordance with the respective terms hereof and thereof.

7.4. Ability to Perform. Buyer will at the Closing have immediately available funds in cash, which are sufficient to pay any amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

7.5. Buyer hereby represents and warrants to Seller that Buyer has made its own investigation and examination of all the relevant data relating to or affecting the Premises and is relying solely on its own judgment in entering into this Agreement and in purchasing the Premises.

8. DEED AND TITLE; CONDITION PRECEDENT.

8.1. Delivery. At the Closing and upon payment of the Purchase Price (i) Seller shall execute and deliver to Buyer a Quitclaim with Covenant Deed (the "Deed") conveying to Buyer good and merchantable fee simple title to the Premises, as is, where is, subject to restrictions and easements and (ii) the parties shall execute and deliver such transfer tax forms and other documents as are reasonably necessary to effect the conveyance of the Premise and permit the recording of the Deed, including, without limitation, the documents described in Section 5.1.1 above. For the avoidance of doubt, Seller shall be obligated to remove any liens encumbering the Premises to which Seller has consented; (ii) any liens the may be removed as a matter of right by the posting of a bond not in excess of the Purchase Price due hereunder, net of the payment of any voluntary liens; or (iii) any encumbrances placed or allowed by Seller with the intent of avoiding Seller's obligations hereunder.

8.2. Restriction. The parties understand and agree that the Deed conveying the Premises shall contain a deed restriction prohibiting the use of the Premises for the provision of healthcare services. The wording of the deed restriction shall be set forth in Exhibit B attached hereto and incorporated herein.

8.3. Acceptance. The acceptance of the Deed by Buyer at the Closing shall be deemed to be the full performance and discharge of every agreement, obligation and representation made on the part of the Seller, except as expressly set forth herein or in the Deed. No provisions, agreements or representants herein shall survive the Closing except as expressly stated herein. The Premises are being sold and will be conveyed "AS IS WHERE IS" without any representations or warranties as to the habitability, merchantability, fitness, condition or otherwise. Neither party is relying upon any statement or representations not embodied in this Agreement.

8.4. Possession and Condition of the Premises. On the Closing Date, Seller shall deliver possession of the Premises to Buyer in the same condition they are as of the Effective Date of this Agreement, reasonable use, wear and tear excepted, free and clear of all leases, tenancies and occupancies of any kind.

8.5. Buyer's obligations to close and to reimburse Seller for the expenses described in Section 3 above are conditioned upon Seller's receipt of a partial release of the Premises from all MHHEFA encumbrances affecting in any way the Premises and all rights related thereto, if necessary.

9. OPERATIONS / ONGOING MAINTENANCE. From the Effective Date hereof until the Closing, Seller will:

9.1. maintain the Premises in substantially the same manner as presently conducted and not make any material changes pertaining to the Premises;

9.2. maintain the Premises and all parts thereof in good operating condition, ordinary wear and tear excepted;

9.3. perform, in all material respects, all of its obligations under agreements relating to or affecting the Premises;

9.4. keep in full force and effect present insurance policies or other comparable insurance pertaining to the Premises; and

10. NEGATIVE COVENANTS. From the Effective Date hereof until the Closing, Seller will not, with respect to the Premises, without the prior written consent of Buyer:

10.1. amend or terminate utility or service contracts, if any, enter into any contract or commitment, or incur or agree to incur any liability, except as provided herein or in the ordinary course of business and in no event greater than Five Thousand Dollars ($5,000) per item;

10.2. create, assume, or permit to exist any new debt, mortgage, pledge, or other lien or encumbrance upon the Premises, whether now owned or hereafter acquired, except such as will be discharged and satisfied at the Closing;

10.3. acquire (whether by purchase or lease) or sell, assign, lease, or otherwise transfer or dispose of any property, plant, or equipment to be located on the Premises except in the ordinary course of business with comparable replacement thereof as needed;

10.4. purchase capital assets or incur costs in respect of construction-in-progress in excess of ten thousand dollars ($10,000) in the aggregate;

10.5. take any material action outside the ordinary course of business of the Premises or its related ancillary services;

10.6. enter into any agreement which could have a material adverse effect on the value of the Premises.

11. NO-SHOP CLAUSE. Except for the sale if any, of inventory, furniture, fixtures or equipment in the ordinary course, Seller agrees that, from and after the date of the execution and delivery of this Agreement by Seller until the termination of this Agreement, Seller will not, without the prior written consent of Buyer or except as otherwise permitted by this Agreement: (i) offer for sale or lease all or any material portion of the Premises or any ownership interest in any entity owning any of the Premises; (ii) solicit offers to buy all or any material portion of the Premises; (iii) initiate, encourage or provide any documents or information to any third party in connection with, discuss or negotiate with any person regarding any inquiries, proposals or offers relating to any disposition of all or any material portion of the Premises; or (iv) enter into any agreement or discussions with any party (other than Buyer) with respect to the sale, assignment, or other disposition of all or any material portion of the Premises. Seller will promptly communicate to Buyer the substance of any inquiry or proposal concerning any such transaction.

12. RISK OF LOSS; EMINENT DOMAIN

12.1. Loss or Damage. In the event of substantial loss or damage to the Premises before the Closing,

12.1.1. The amount of such loss or damage is fifty thousand dollars ($50,000) or less as reasonably estimated, (i) the parties shall proceed to and complete the Closing, (ii) the estimated amount of the loss or damage shall be credited against the Purchase Price, and consequently Buyer shall pay Seller the difference between the Purchase price and such estimated amount of loss or damage, and (iii) Seller shall retain any insurance proceeds received by Seller as a result of such loss or damage;

12.1.2. The amount of such loss or damage to the Premise exceeds fifty thousand dollars ($50,000) as reasonably estimated, Buyer may elect to either to (i) terminate this Agreement, upon which the termination of the Deposit and any interest earned thereon, shall be returned to Buyer and neither party shall have any further rights or

obligations under the Agreement, or (ii) not terminate this Agreement in which case the parties shall proceed to and complete the Closing and Seller shall assign or pay to buyer the insurance proceeds received by Seller as a result of such loss or damage. Provided however the regardless of whether Seller elects option (2)(i) or (2)(ii), Seller may elect upon either election by Buyer to terminate this Agreement upon which termination the Deposit and any interest earned thereon, shall be returned to Buyer ad neither party shall have any further rights or obligations under this Agreement.

12.1.3. The parties agree that they will negotiate in good faith the amount of the estimated loss or damage to the Premises to determine whether such estimated loss or damage is fifty thousand dollars or less or exceeds fifth thousand dollars and will consider in such negotiations the value of the loss or damage determined by Seller's insurance carrier.

12.2. Eminent Domain. Should a substantial portion of the Premises be taken by eminent domain before the Closing, Buyer may elect either to (i) terminate this Agreement and receive a refund of the Deposit, or (ii) complete the purchase and the Closing as provided for herein and receive the eminent domain reward received by Seller for loss of the real property that constitutes that portion of the Premises. In the event Buyer elects option (ii), Seller, promptly after receipt of both written notification of Buyer's option and such eminent domain award, shall deliver such eminent domain award proceeds to Buyer.

13. ADDITIONAL AGREEMENTS.

13.1. Cooperation with Investigations. Following the Closing, as relates to this transaction or the other arrangements or agreements entered into with regard to continued operation of the Premises, each party shall notify the other party promptly and in writing upon receiving a verbal or written request or other inquiry from a Government Entity for information or records relating to the other party, or any scheduled audit, claim or investigation that could give rise to liability on the part of the other party, solely with respect to the Premises. The other party shall have the right to participate meaningfully in any meetings regarding audits, claims, investigations or other inquiries that could give rise to liability on the part of such party.

13.2. Reproduction of Documents. This Agreement and all documents relating hereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, (b) the documents delivered at the Closing, and (c) financial statements, certificates and other information previously or hereafter furnished to Seller or Buyer, may, subject to the provisions of Section 14 hereof, be reproduced by Seller or Buyer by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process and Seller or Buyer may destroy any original documents so reproduced. Seller and Buyer agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any judicial, arbitral or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made

by Seller or Buyer in the regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

14. INTENTIONALLY DELETED.

15. COMPLIANCE WITH LAWS. The sale and purchase described in this Agreement shall be conducted according to and in full compliance with all applicable federal, state and local laws, regulations and ordinances. If Seller determines during the Due Diligence Period that any of the terms or conditions of this Agreement is or becomes violative of the rules, regulations or reimbursement policies of any third-party reimbursement program, any federal or state statute, rule or regulation, or administrative or judicial decision, or jeopardized Seller's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, Seller may, at its option and upon written notice, (i) terminate this Agreement, or (ii) alter the terms of this Agreement so that it no longer violates the same or jeopardized Seller's Status as a Section 501(c)(3) organization. In the event of such alteration by Seller, Buyer shall have the option of terminating this Agreement by written notice. In the event of a termination by either party under this section, Buyer shall be entitled to a refund of the Deposit.

16. MISCELLANEOUS.

16.1. Schedules and Other Instruments. Each Schedule and Exhibit to this Agreement shall be considered a part hereof as if set forth herein in full. From the Effective Date hereof until the Closing Date, any party may update its respective Schedules, subject to the other parties' approval rights described below. Any other provision herein to the contrary notwithstanding, all Schedules, Exhibits, or other instruments provided for herein and not delivered at the time of execution of this Agreement or which are incomplete at the time of execution of this Agreement shall be delivered or completed within ten (10) days after the date hereof or prior to the Closing, whichever is sooner. It shall be deemed a condition precedent to the obligations of the parties hereto that each of the Schedules, Exhibits, and related documents, instruments, books, and records shall meet with the reasonable approval of such parties.

16.2. Consented Assignment. Anything contained herein to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any claim, right, contract, license, lease, commitment, sales order, or purchase order if an attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof or in any material way affect the rights of Seller thereunder, unless such consent is obtained. Each of Seller and Buyer shall use commercially reasonable efforts to obtain any third party consents to the transactions contemplated by this Agreement.

16.3. Consents, Approvals and Discretion. Except as herein expressly provided to the contrary, whenever this Agreement requires any consent or approval to be given by a party, or whenever a party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised.

17. GOVERNING LAW. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to conflict of laws principles.

18. BENEFIT/ASSIGNMENT. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. No party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that any party may, without the prior written consent of the other parties, assign its rights and delegate its duties hereunder to one or more Affiliates.

19. NO BROKERAGE. Buyer and Seller each represents and warrants to the other that it has not engaged a broker in connection with the transactions described herein. Each party agrees to be solely liable for and obligated to satisfy and discharge all loss, cost, damage, or expense arising out of claims for fees or commissions of brokers employed or alleged to have been employed by such party.

20. COST OF TRANSACTION. Whether or not the transactions contemplated hereby shall be consummated, the parties agree as follows: (i) Seller shall pay the fees, expenses, and disbursements of Seller and its agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto, except as otherwise provided herein; and (ii) Buyer shall pay the fees, expenses, and disbursements of Buyer and its agents, representatives, accountants and legal counsel incurred in connection with the subject matter hereof and any amendments hereto, except as otherwise provided herein.

21. CONFIDENTIALITY. It is understood by the parties hereto that the information, documents, and instruments delivered to Buyer by Seller and its agents and the information, documents, and instruments delivered to Seller by Buyer and its agents, are of a confidential and proprietary nature. Each of the parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents, or instruments delivered to it by each of the other parties hereto or their agents in connection with the negotiation of this Agreement or in compliance with the terms, conditions, and covenants hereof and will only disclose such information, documents, and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys, and accountants of each party) and applicable Governmental Entities with jurisdiction in connection with any required notification or application for approval or exemption therefrom. Each of the parties hereto further agrees that if the transactions contemplated hereby are not consummated, it will return all such documents and instruments and all copies thereof in its possession to the other party to this Agreement. Each of the parties hereto recognizes that any breach of this Section 21 would result in irreparable harm to the other party to this Agreement and its Affiliates (as defined in Section 29 below) and that, therefore, Seller or Buyer shall be entitled to an injunction to prohibit any such breach or anticipated breach, without the necessity of posting a bond, cash, or otherwise, in addition to all of its other legal and equitable remedies. Nothing in this Section 21, however, shall prohibit the use of such confidential information, documents, or information for such governmental filings as in the opinion of Seller's counsel or

Buyer's counsel are required by law or governmental regulations or are otherwise required to be disclosed pursuant to applicable state law.

22. PUBLIC ANNOUNCEMENTS. The parties mutually agree that neither party hereto (nor their respective employees, agents or representatives) shall release, publish, or otherwise make available to the public in any manner whatsoever any information or announcement regarding the transactions herein contemplated without the prior written consent of the other party, except for information and filings reasonably necessary to be directed to Governmental Entities with jurisdiction to fully and lawfully effect the transactions herein contemplated or required in connection with securities and other laws. Nothing herein shall prohibit either party from responding to questions presented by the press or media without first obtaining prior consent of the other party hereto.

23. WAIVER OF BREACH. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

24. NOTICE. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when received by receipted overnight delivery by a nationally recognized courier service (e.g., Federal Express, UPS), or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

SELLER: MaineGeneral Medical Center
35 Medical Center Parkway
Augusta, ME 04330
Attn: General Counsel

BUYER: Hathaway Holdings, LLC
1076 East Shore Road
Jamestown, RI 02835

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

25. SEVERABILITY. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

26. GENERATOR. The parties agree that the generator, which is situated on the Premises and is powering Seller's IT systems will remain the property of the Seller. Seller will remove the generator within six (6) months after the Closing Date at no cost to Buyer.

27. DIVISIONS AND HEADINGS. The division of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

28. SURVIVAL. All of the representations, warranties, covenants, and agreements made by the parties in this Agreement that contemplate performance after the Closing, shall survive the consummation of the transactions described herein, and may be fully and completely relied upon by Seller and Buyer, as the case may be and shall not be deemed merged into any instruments or agreements delivered at the Closing or thereafter; provided however, that no representations, warranties, or covenants in this Agreement, except for the Deed restrictions in Exhibit B which shall run with the land, shall survive longer than a period of eighteen (18) months after Closing.

29. AFFILIATES. As used in this Agreement, the term "Affiliate" means, as to the entity in question, any person or entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question, and the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

30. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

31. ACCOUNTING DATE. The transactions contemplated hereby shall be effective for accounting purposes as of 12:01 a.m. on the Closing Date or at such other time as agreed in writing by the parties hereto. The parties will use commercially reasonable efforts to cause the Closing to be effective as of a month end, with equitable adjustments made to the Purchase Price necessary to give effect to the foregoing.

32. NO INFERENCES. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party.

33. NO THIRD PARTY BENEFICIARIES. The terms and provisions of this Agreement are intended solely for the benefit of Buyer and Seller and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

34. ENFORCEMENT OF AGREEMENT. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

35. ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS. This Agreement supersedes all previous contracts, and constitutes the entire agreement of whatsoever kind or nature existing between the parties respecting the within subject matter, and neither party shall be entitled to benefits other than those specified herein. As between the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded, and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto. This Agreement may be executed in two or more counterparts, including but not limited to facsimiled or electronically transmitted (e.g., .PDF) signatures, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date first above written.

SELLER: MAINEGENERAL MEDICAL CENTER

By: _____
Paul Stein, COO

BUYER: HATHAWAY HOLDINGS, LLC.

By: _____
Paul Boghossian, Member

EXHIBIT A

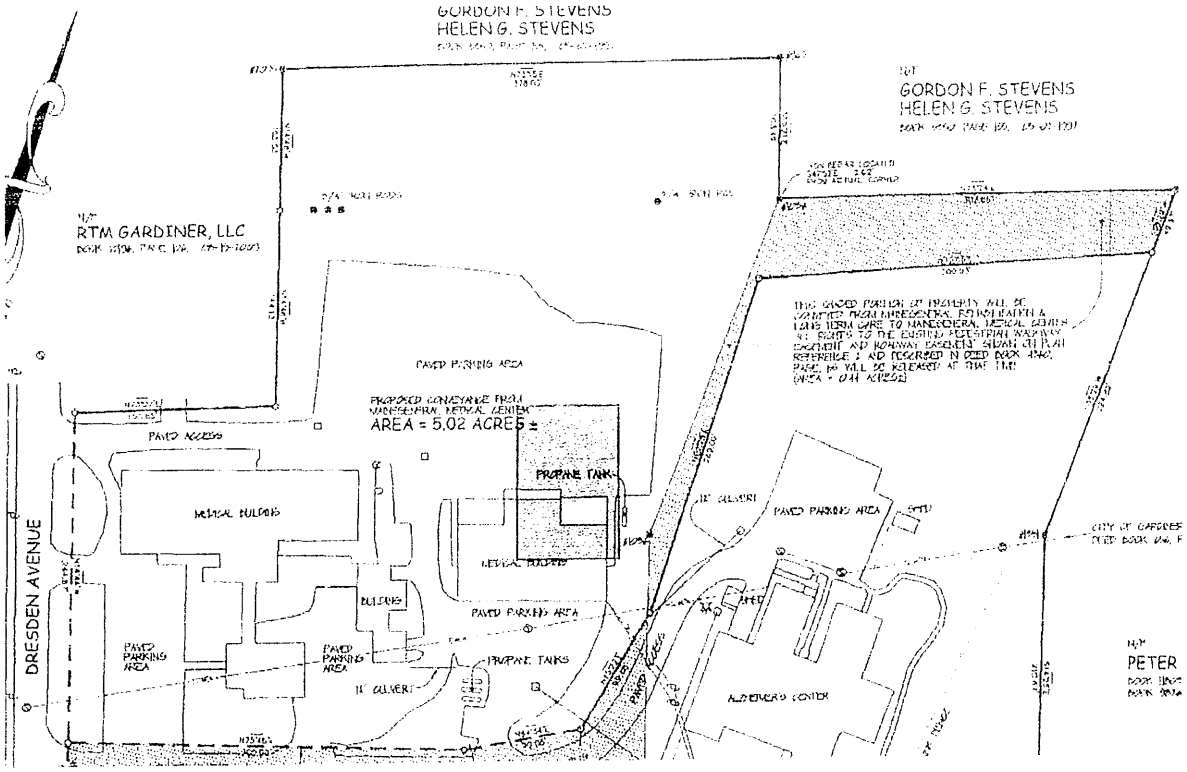

GORDON F. STEVENS
HELEN G. STEVENS
N/F
GORDON F. STEVENS
HELEN G. STEVENS
N/F
RTM GARDINER, LLC
PAVED PARKING AREA
PROPOSED CONVEYANCE FROM
AREA = 5.02 ACRES ±
PAVED ACCESS
PROPANE TANK
MEDICAL BUILDING
DRESDEN AVENUE
PAVED PARKING AREA
PROPANE TANKS
18" CULVERT
ALZHEIMER'S CENTER
N/F
PETER

EXHIBIT B

Deed Restriction

Buyer agrees, for itself, its successors and assigns, that the Premises conveyed herein shall be subject to the following permanent restriction that shall run with the land. The Premises shall not be developed, operated or used, in whole or in part, for any of the following without the prior written consent of MaineGeneral Medical Center, its successors or assigns:

1. A healthcare facility defined as a hospital, psychiatric hospital, nursing facility, kidney disease treatment center including a freestanding hemodialysis facility, rehabilitation facility, ambulatory surgical facility, independent radiological service center, independent cardiac catheterization center, medical practice, imaging facility, infusion facility, telemedicine site, medical marijuana business or cancer treatment center.

2. The provision of health services defined as clinically related services that are diagnostic, treatment, rehabilitative services or nursing services provided by a nursing facility and include alcohol abuse, drug abuse and mental health services.

3. Office space or treatment facilities for health care practitioners defined as physicians and all others certified, registered or licensed in the healing arts, including, but not limited to, nurses, podiatrists, optometrists, chiropractors, physical therapists, dentists, psychologists, physicians' assistants, nurse practitioners, and veterinarians.

In the event that MaineGeneral Medical Center remains in occupancy of any portion of the premises after delivery of this deed, it may continue to use the premises for any of the above. The foregoing restrictions shall not be interpreted to prohibit "telemedicine" services that may be provided as a benefit to tenants of residential dwellings that may after the Closing exist on the Premises.

Appendix B - List of Abutters

CATTYWAMPUS LLC
35 DRESDEN AV
GARDINER, ME 04345

GARDNER NAOMI E
171 DRESDEN AV
GARDINER, ME 04345

HESELTON BETTY B
157 DRESDEN AV
GARDINER, ME 04345-2615

KENNEBEC LONG TERM CARE I
37 GRAY BURCH DR
AUGUSTA, ME 04330

LAMARRE ROBERT G
35 COTTAGE ST
GARDINER, ME 04345

INSKY DANIEL E
45 DRESDEN AV
GARDINER, ME 04345

AIN AUTA M
39 DRESDEN AV
ARDINER, ME 04345

AINE GENERAL MEDICAL CEN
EAST CHESTNUT ST
UGUSTA, ME 04330

AINEGENERAL REHABILITATI
MEDICAL CENTER PARKWAY
GUSTA, ME 04330

QUIN NATHAN & JESSICA L
5 DRESDEN AV
RDINER, ME 04345

REITER CINDY
102 CENTRAL ST
GARDINER, ME 04345

RTM GARDINER LLC
PO BOX 7332
PORTLAND, ME 04112

RTM GARDINER LLC
PO BOX 7332
PORTLAND, ME 04112

SALTZER KATLIN P
163 DRESDEN AV
GARDINER, ME 04345

SHAW SUSAN & WARD
176 DRESDEN AV
GARDINER, ME 04345

SMITH LAURA D
160 LINCOLN AV
GARDINER, ME 04345

STEVENS GORDON F
128 DRESDEN AV
GARDINER, ME 04345

THIBEAU MARINA E
120 DRESDEN AV
GARDINER, ME 04345

GIAMPETRUZZI PETER
75 RIVER AV
GARDINER, ME 04345

KENNEBEC HEALTH CARE SYST
6 EAST CHESTNUT ST
AUGUSTA, ME 04330

LAMARRE ROBERT G
35 COTTAGE ST
GARDINER, ME 04345

MAINE GENERAL MEDICAL CEN
6 EAST CHESTNUT ST
AUGUSTA, ME 04330

MAINEGENERAL REHABILITATI
35 MEDICAL CENTER PARKWAY
AUGUSTA, ME 04330

ST.HILAIRE LISA R
63 RIVER AV
GARDINER, ME 04345

STEVENS GORDON F
28 DRESDEN AV
GARDINER, ME 04345

Appendix C - Soil Survey

https://websoilsurvey.sc.egov.usda.gov/WssProduct/ity5fiaiiugolf4e1ksxxyi0/DL_00000/20200817_104801106627_21_Soil_Report.pdf

United States Department of Agriculture

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Kennebec County, Maine

150-152 Dresden Avenue, Gardiner ME

August 17, 2020

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Contents

Preface 2
How Soil Surveys Are Made 5
Soil Map 8
Soil Map 9
Legend 10
Map Unit Legend 11
Map Unit Descriptions 11
Kennebec County, Maine 14
BuB2—Lamoine silt loam, 3 to 8 percent slopes 14
HkD—Hinckley gravelly sandy loam, 15 to 30 percent slopes 15
ML—Made land 17
PdB—Paxton-Charlton fine sandy loams, 3 to 8 percent slopes 18
PdC2—Paxton-Charlton fine sandy loams, 8 to 15 percent slopes, eroded 21
PeD—Paxton-Charlton very stony fine sandy loams, 15 to 30 percent slopes 23
SkB—Scio very fine sandy loam, 3 to 8 percent slopes 26
SuC2—Suffield silt loam, 8 to 15 percent slopes, eroded 28
SuE2—Suffield silt loam, 25 to 45 percent slopes, eroded 29
WsB—Woodbridge very stony fine sandy loam, 3 to 8 percent slopes 30
References 33

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Map Scale: 1:4,110 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Survey Areas
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

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

> Warning: Soil Map may not be valid at this scale.
>
> Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Kennebec County, Maine
Survey Area Data: Version 19, May 29, 2020

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

Date(s) aerial images were photographed: Data not available.

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BuB2	Lamoine silt loam, 3 to 8 percent slopes	0.4	0.6%
HkD	Hinckley gravelly sandy loam, 15 to 30 percent slopes	1.3	1.8%
ML	Made land	0.5	0.7%
PdB	Paxton-Charlton fine sandy loams, 3 to 8 percent slopes	5.1	6.9%
PdC2	Paxton-Charlton fine sandy loams, 8 to 15 percent slopes, eroded	1.2	1.7%
PeD	Paxton-Charlton very stony fine sandy loams, 15 to 30 percent slopes	2.0	2.7%
SkB	Scio very fine sandy loam, 3 to 8 percent slopes	17.8	24.0%
SuC2	Suffield silt loam, 8 to 15 percent slopes, eroded	27.9	37.8%
SuE2	Suffield silt loam, 25 to 45 percent slopes, eroded	15.6	21.1%
WsB	Woodbridge very stony fine sandy loam, 3 to 8 percent slopes	2.0	2.8%
Totals for Area of Interest		**73.9**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a

particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series.* Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases.* Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Landform position (two-dimensional): Toeslope, footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Linear
Across-slope shape: Concave
Hydric soil rating: Yes

Buxton

Percent of map unit: 3 percent
Landform: Marine terraces, river valleys
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Convex
Hydric soil rating: No

Biddeford

Percent of map unit: 1 percent
Landform: Marine terraces, river valleys
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: F144BY002ME - Marine Terrace Depression
Hydric soil rating: Yes

Ragmuff

Percent of map unit: 1 percent
Landform: Marine terraces, river valleys
Landform position (two-dimensional): Backslope, shoulder
Landform position (three-dimensional): Side slope, base slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

HkD—Hinckley gravelly sandy loam, 15 to 30 percent slopes

Map Unit Setting

National map unit symbol: 9k08
Elevation: 10 to 2,200 feet
Mean annual precipitation: 30 to 48 inches
Mean annual air temperature: 37 to 46 degrees F
Frost-free period: 70 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Hinckley and similar soils: 88 percent
Minor components: 12 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hinckley

Setting

Landform: Eskers
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Sandy-skeletal glaciofluvial deposits derived from granite and gneiss

Typical profile

H1 - 0 to 2 inches: gravelly sandy loam
H2 - 2 to 10 inches: gravelly sandy loam
H3 - 10 to 30 inches: gravelly loamy sand
H4 - 30 to 65 inches: stratified very gravelly coarse sand

Properties and qualities

Slope: 15 to 30 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Excessively drained
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Very low (about 2.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: A
Hydric soil rating: No

Minor Components

Windsor

Percent of map unit: 10 percent
Landform: Eskers
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Hinckley, > 30 percent slopes

Percent of map unit: 1 percent
Landform: Eskers
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Hinckley, < 15 percent slopes

Percent of map unit: 1 percent
Landform: Eskers

Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

ML—Made land

Map Unit Setting

National map unit symbol: 9k0n
Elevation: 10 to 2,000 feet
Mean annual precipitation: 30 to 48 inches
Mean annual air temperature: 37 to 46 degrees F
Frost-free period: 90 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Made land: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Made Land

Typical profile

H1 - 0 to 65 inches: variable

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

Minor Components

Scantic

Percent of map unit: 5 percent
Landform: Coastal plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Buxton

Percent of map unit: 3 percent
Landform: Till plains
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Scio

Percent of map unit: 3 percent
Landform: Outwash plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: No

Hinckley

Percent of map unit: 2 percent
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Woodbridge

Percent of map unit: 2 percent
Landform: Till plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

PdB—Paxton-Charlton fine sandy loams, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: 9k0x
Elevation: 10 to 3,500 feet
Mean annual precipitation: 34 to 50 inches
Mean annual air temperature: 37 to 46 degrees F
Frost-free period: 60 to 160 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Paxton and similar soils: 62 percent
Charlton and similar soils: 27 percent
Minor components: 11 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Paxton

Setting

Landform: Till plains
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Convex

Parent material: Coarse-loamy lodgment till derived from mica schist

Typical profile

H1 - 0 to 8 inches: fine sandy loam
H2 - 8 to 31 inches: gravelly fine sandy loam
H3 - 31 to 65 inches: fine sandy loam

Properties and qualities

Slope: 3 to 8 percent
Depth to restrictive feature: 18 to 40 inches to densic material
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.60 in/hr)
Depth to water table: About 18 to 26 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Low (about 4.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C/D
Hydric soil rating: No

Description of Charlton

Setting

Landform: Till plains
Landform position (three-dimensional): Dip
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Coarse-loamy supraglacial meltout till derived from mica schist

Typical profile

H1 - 0 to 8 inches: fine sandy loam
H2 - 8 to 30 inches: gravelly fine sandy loam
H3 - 30 to 65 inches: gravelly fine sandy loam

Properties and qualities

Slope: 3 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Moderate (about 6.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: B
Hydric soil rating: No

Minor Components

Woodbridge

Percent of map unit: 5 percent
Landform: Till plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Hollis

Percent of map unit: 2 percent
Landform: Till plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Tunbridge

Percent of map unit: 2 percent
Landform: Till plains
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Paxton, > 8% slopes

Percent of map unit: 1 percent
Landform: Till plains
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Ridgebury

Percent of map unit: 1 percent
Landform: Till plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Hydric soil rating: Yes

PdC2—Paxton-Charlton fine sandy loams, 8 to 15 percent slopes, eroded

Map Unit Setting

National map unit symbol: 9k0y
Elevation: 0 to 3,500 feet
Mean annual precipitation: 34 to 50 inches
Mean annual air temperature: 37 to 46 degrees F
Frost-free period: 60 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Paxton and similar soils: 60 percent
Charlton and similar soils: 25 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Paxton

Setting

Landform: Drumlins
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Coarse-loamy lodgment till derived from mica schist

Typical profile

H1 - 0 to 8 inches: fine sandy loam
H2 - 8 to 31 inches: gravelly fine sandy loam
H3 - 31 to 65 inches: fine sandy loam

Properties and qualities

Slope: 8 to 15 percent
Depth to restrictive feature: 18 to 40 inches to densic material
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.60 in/hr)
Depth to water table: About 18 to 26 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Low (about 4.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: C/D
Hydric soil rating: No

Description of Charlton

Setting

Landform: Drumlins
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Coarse-loamy supraglacial meltout till derived from mica schist

Typical profile

H1 - 0 to 6 inches: fine sandy loam
H2 - 6 to 20 inches: gravelly fine sandy loam
H3 - 20 to 65 inches: gravelly fine sandy loam

Properties and qualities

Slope: 8 to 15 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Moderate (about 6.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: B
Hydric soil rating: No

Minor Components

Tunbridge

Percent of map unit: 5 percent
Landform: Moraines
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Crest
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Woodbridge

Percent of map unit: 5 percent
Landform: Drumlins
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Hollis

Percent of map unit: 2 percent
Landform: Drumlins
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest
Down-slope shape: Convex

Across-slope shape: Convex
Hydric soil rating: No

Paxton, > 15 percent slopes

Percent of map unit: 1 percent
Landform: Drumlins
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Paxton, < 8 percent slopes

Percent of map unit: 1 percent
Landform: Drumlins
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Ridgebury

Percent of map unit: 1 percent
Landform: Till plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Hydric soil rating: Yes

PeD—Paxton-Charlton very stony fine sandy loams, 15 to 30 percent slopes

Map Unit Setting

National map unit symbol: 9k12
Elevation: 0 to 3,500 feet
Mean annual precipitation: 35 to 50 inches
Mean annual air temperature: 37 to 46 degrees F
Frost-free period: 60 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Paxton and similar soils: 60 percent
Charlton and similar soils: 25 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Paxton

Setting

Landform: Drumlins
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Coarse-loamy lodgment till derived from mica schist

Typical profile

H1 - 0 to 8 inches: fine sandy loam
H2 - 8 to 31 inches: gravelly fine sandy loam
H3 - 31 to 65 inches: fine sandy loam

Properties and qualities

Slope: 15 to 30 percent
Surface area covered with cobbles, stones or boulders: 1.6 percent
Depth to restrictive feature: 18 to 40 inches to densic material
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.60 in/hr)
Depth to water table: About 18 to 26 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Low (about 4.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: C/D
Hydric soil rating: No

Description of Charlton

Setting

Landform: Drumlins
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Coarse-loamy supraglacial meltout till derived from mica schist

Typical profile

H1 - 0 to 2 inches: fine sandy loam
H2 - 2 to 24 inches: gravelly fine sandy loam
H3 - 24 to 65 inches: gravelly fine sandy loam

Properties and qualities

Slope: 15 to 30 percent
Surface area covered with cobbles, stones or boulders: 1.6 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None

Available water capacity: Low (about 5.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: B
Hydric soil rating: No

Minor Components

Tunbridge

Percent of map unit: 4 percent
Landform: Moraines
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Crest
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Woodbridge

Percent of map unit: 4 percent
Landform: Drumlins
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Hollis

Percent of map unit: 3 percent
Landform: Drumlins
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Paxton, > 3% stone cover

Percent of map unit: 2 percent
Landform: Drumlins
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Paxton, > 30 percent slopes

Percent of map unit: 1 percent
Landform: Drumlins
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Paxton, < 15 percent slopes

Percent of map unit: 1 percent
Landform: Drumlins

Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

SkB—Scio very fine sandy loam, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: 9k1d
Elevation: 0 to 2,200 feet
Mean annual precipitation: 30 to 48 inches
Mean annual air temperature: 37 to 46 degrees F
Frost-free period: 70 to 160 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Scio and similar soils: 89 percent
Minor components: 11 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Scio

Setting

Landform: Outwash plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Talf
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Very fine sand glaciolacustrine deposits

Typical profile

H1 - 0 to 10 inches: very fine sandy loam
H2 - 10 to 22 inches: silt loam
H3 - 22 to 65 inches: very fine sandy loam

Properties and qualities

Slope: 3 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: About 18 to 30 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: High (about 9.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e

Hydrologic Soil Group: C
Hydric soil rating: No

Minor Components

Scantic
Percent of map unit: 3 percent
Landform: Coastal plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Hartland
Percent of map unit: 3 percent
Landform: Coastal plains
Landform position (two-dimensional): Shoulder
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Buxton
Percent of map unit: 2 percent
Landform: Till plains
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Windsor
Percent of map unit: 2 percent
Landform: Outwash plains
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Riser
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Scio, > 3% slopes
Percent of map unit: 1 percent
Landform: Outwash plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Talf
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: No

SuC2—Suffield silt loam, 8 to 15 percent slopes, eroded

Map Unit Setting

National map unit symbol: 9k1g
Elevation: 10 to 900 feet
Mean annual precipitation: 34 to 48 inches
Mean annual air temperature: 43 to 46 degrees F
Frost-free period: 90 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Suffield and similar soils: 91 percent
Minor components: 9 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Suffield

Setting

Landform: Marine terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Fine glaciolacustrine deposits

Typical profile

H1 - 0 to 6 inches: silt loam
H2 - 6 to 18 inches: silt loam
H3 - 18 to 65 inches: silty clay loam

Properties and qualities

Slope: 8 to 15 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.20 in/hr)
Depth to water table: About 18 to 30 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Moderate (about 8.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Hydric soil rating: No

Minor Components

Hartland

Percent of map unit: 3 percent
Landform: Eskers
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Scio

Percent of map unit: 3 percent
Landform: Eskers
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: No

Suffield, > 15% slopes

Percent of map unit: 2 percent
Landform: Marine terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Scantic

Percent of map unit: 1 percent
Landform: Coastal plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

SuE2—Suffield silt loam, 25 to 45 percent slopes, eroded

Map Unit Setting

National map unit symbol: 9k1j
Elevation: 10 to 900 feet
Mean annual precipitation: 34 to 48 inches
Mean annual air temperature: 43 to 46 degrees F
Frost-free period: 90 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Suffield and similar soils: 98 percent

Minor components: 2 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Suffield

Setting
Landform: Marine terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Fine glaciolacustrine deposits

Typical profile
H1 - 0 to 6 inches: silt loam
H2 - 6 to 18 inches: silt loam
H3 - 18 to 65 inches: silty clay loam

Properties and qualities
Slope: 25 to 45 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.20 in/hr)
Depth to water table: About 18 to 30 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Moderate (about 8.8 inches)

Interpretive groups
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: C
Hydric soil rating: No

Minor Components

Suffield, < 25% slopes
Percent of map unit: 2 percent
Landform: Marine terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

WsB—Woodbridge very stony fine sandy loam, 3 to 8 percent slopes

Map Unit Setting
National map unit symbol: 9k1t
Elevation: 10 to 3,500 feet

Mean annual precipitation: 34 to 50 inches
Mean annual air temperature: 37 to 46 degrees F
Frost-free period: 60 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Woodbridge and similar soils: 87 percent
Minor components: 13 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Woodbridge

Setting

Landform: Till plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Coarse-loamy lodgment till derived from mica schist

Typical profile

H1 - 0 to 7 inches: fine sandy loam
H2 - 7 to 22 inches: fine sandy loam
H3 - 22 to 65 inches: fine sandy loam

Properties and qualities

Slope: 3 to 8 percent
Surface area covered with cobbles, stones or boulders: 1.6 percent
Depth to restrictive feature: 18 to 30 inches to densic material
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.60 in/hr)
Depth to water table: About 16 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: Low (about 3.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: C/D
Hydric soil rating: No

Minor Components

Paxton

Percent of map unit: 4 percent
Landform: Till plains
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Dip
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Tunbridge

Percent of map unit: 3 percent
Landform: Till plains

Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Charlton

Percent of map unit: 2 percent
Landform: Till plains
Landform position (three-dimensional): Dip
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Hollis

Percent of map unit: 1 percent
Landform: Till plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Ridgebury

Percent of map unit: 1 percent
Landform: Till plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Hydric soil rating: Yes

Woodbridge, > 3% stone cover

Percent of map unit: 1 percent
Landform: Till plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Woodbridge, > 8% slopes

Percent of map unit: 1 percent
Landform: Till plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

References

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

National Research Council. 1995. Wetlands: Characteristics and boundaries.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577

Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580

Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.

United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.

United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374

United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI.

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296.

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210.

Appendix D - Letters from City Agencies

- Police
- Fire
- Water
- Sewer
- Public Works

Church Street, Gardiner, Maine 04345 207-582-4535 Fax 207-582-1079 E-mail Fire@gardinermaine.com

CITY OF GARDINER
FIRE & RESCUE DEPARTMENT

Chief Alfred R. Nelson Jr.

City of Gardiner
Planning Board

July 2, 2020

After speaking with Paul Boghossian and reviewing the project description for the proposed development at 150 – 152 Dresden Avenue in Gardiner, Maine (Kennebec County Maine). The City of Gardiner Fire and Rescue will be available to respond to any emergency both fire and/or medical in nature at this location. The project is not anticipated to result in reductions of any Fire Department services. Please feel free to contact me with any further needs or questions.

Thank you,
Al Nelson
Fire/Rescue Chief

July 13, 2020

Paul Boghossian

RE: 150-152 Dresden Ave

Hi Paul,

Based on the info you gave me it looks like there will be a total population in the proposed housing units of 179 persons. There are many different models for calculating water usage depending on areas of the country and other factors but locally here in Maine I find that generally about 75 gallons per person per day is an accurate number.

Therefore, we would be looking at an additional daily flow of 179 X 75 or 13,425 gallons of typical residential wastewater flow which the City of Gardiner wastewater transport and treatment system has the capacity to handle.

As your design progresses please keep in touch with me so I can work with you as to where you will be able to make the sewer connections. The gravity line you would be using actually collects flow from Dresden Ave. then turns and runs down through the middle of the site past the last building in the rear then down through the woods to a collection interceptor on State Rt. 24. It is currently still marked out from a previous Digsafe ticket.

Thank you,

Douglas Clark

Wastewater Director

City of Gardiner Maine

Chief James M. Toman

POLICE COMMUNICATIONS

July 6, 2020

Hathaway Holdings, LLC/Paul Boghossian
Hathaway Center
10 Water St. Bx 68
Waterville, Maine 04901

Per review criteria 6.5.1.13, I have reviewed the project description for the proposed development of "Gardiner Green" located at 150 and 152 Dresden Ave, Gardiner, Maine, 04345 (Kennebec County). This location is the site of the former Maine General buildings. Based upon my review, I believe that the Gardiner Police Department will have the ability to respond safely to any emergency or criminal activity that may occur at this re-developed location. The development project with the 68 dwelling units may result in additional calls for police services, however, it is not anticipated that the additional calls will have an impact on the overall services that the Gardiner Police Department delivers.

If you have any further questions or concerns, please let me know.

Sincerely,

Chief James M. Toman
Gardiner Police Department
City of Gardiner

Cc; Code Enforcement
Gardiner Planning Board
Office of Economic and Community Development

GARDINER WATER DISTRICT

June 24, 2023

Paul Boghossian
Hathaway Center
10 Water St, Box 68
Waterville Me. 04901

Dear Mr. Boghossian,

The Gardiner Water District has the capacity to serve your proposed 68-unit housing development on Dresden Avenue in Gardiner. This area is served by a 10" ductile iron main which runs from River Rd, up Cottage St, and ends at the old Gardiner Hospital. Please contact me if I can be of further assistance.

Sincerely,

Paul Gray Superintendent Gardiner Water District

June 22, 2020

MEMO

To: Kris McNeill, CEO

Tracey Desjardins, EDD

City of Gardiner Planning Board

From: Christine M. Landes, City Manager

Re: Dresden Avenue

Please allow this letter to serve as notification (in my temporary role as Public Works Director) that the City sees no issues as far as Public Works is concerned, with the increased development on Dresden Avenue. The road was last hot topped approximately five (5) years ago, so the life of the asphalt should be adequate for a few years.

The increased traffic on Dresden Avenue will not pose any issues with Public Works.

If you have any questions, please do not hesitate to reach out to me.

Office of the City Manager | 6 Church Street | Gardiner, ME 04345
207-582-4200 | 207-582-6895 (fax) | clandes@gardinermaine.com
www.GardinerMaine.com

Appendix E – Traffic Study

July 12, 2020

Mr. Paul Boghossian
Hathaway Holdings LLC
Hathaway Center
10 Water Street, Box 68
Waterville, ME 04901

RE: TRAFFIC IMPACT ASSESSMENT FOR PROPOSED RESIDENTIAL DEVELOPMENT IN GARDINER, MAINE

INTRODUCTION

This memorandum summarizes trip generation and safety analyses for local City of Gardiner approval of a proposed residential development. The proposed residential development is to be located on the site of the former MaineGeneral Hospital on Dresden Avenue. The development will provide for 68 dwelling units as outlined below:

Phase 1 – Rehab of the original hospital building to provide 34 apartment units
Phase 2 – Rehab of the south annex and boiler buildings to provide 6 condominium units
Phase 3 – Rehab of the medical office building into 11 condominium units
and 17 new construction condominium units

The former MaineGeneral hospital buildings were most recently occupied by these uses:

- Visiting nurses
- X-ray
- Home health care
- Horizon treatment
- Scanning
- Recordkeeping
- Bone density
- Mammography
- Printing
- Doctor's offices

It understood that the hospital building and Gardiner Family Practice building both were generally utilized as medical office buildings in recent years. Based upon information provided by MaineGeneral, the

former hospital is approximately 34,000 square feet (S.F.) in size and was totally utilized for medical office purposes. The Gardiner Family Practice building provided for 9,200 S.F. of medical offices with 4,300 of storage.

Access to the residential development will be provided by the three existing curb cuts to Dresden Avenue. However, one of the current two-way drives will be restricted to one-way out, reducing allowed driveway movements from twelve to ten, thus improving access management.

The number of trips to be generated by the proposed residences was determined utilizing the Institute of Transportation Engineers (ITE) "Trip Generation" manual. The most recent 10th edition was used for the calculations since it is derived from the largest database and is considered the most current and best information. Land use code 220 – Multi-Family Housing Low-Rise was utilized on the basis of the 68 proposed dwelling units. The results are summarized in the following table:

Trip Generation – New Residences

Time Period	One-Way Trips
Daily	498
AM Peak Hour – Adjacent Street	32
Entering	7
Exiting	25
AM Peak Hour – Generator	38
Entering	10
Exiting	28
PM Peak Hour – Adjacent Street	38
Entering	24
Exiting	14
PM Peak Hour – Generator	46
Entering	27
Exiting	19

As seen above, the new residences are expected to generate from 32 to 46 one-way trips during peak hours. This level of traffic would not be expected to have a significant impact off-site on traffic operations beyond the site drives. Generally, a project won't have a significant impact on traffic operations unless it generates in excess of 35 lane hour trips. This project will generate a maximum of 28 lane hour trips.

The traffic that was recently generated by the two buildings as medical offices was also calculated utilizing the ITE report. Land use codes 720 –medical-dental office building was utilized on the basis of 43,200 S.F. Land use code 150 - warehousing was utilized for the 4,300 S.F. of storage space at Gardiner Family Practice. The results are summarized below:

Trip Generation – Former Medical Offices

Time Period	Med. Offices	Storage	Total
Daily	1,500	8	1,508
AM Peak Hour – Adjacent Street	120	1	121
Entering	94	1	95
Exiting	26	0	26
AM Peak Hour – Generator	152	1	153
Entering	94	1	95
Exiting	58	0	58
PM Peak Hour – Adjacent Street	149	1	150
Entering	42	0	42
Exiting	107	1	108
PM Peak Hour – Generator	177	1	178
Entering	69	0	69
Exiting	108	1	109

A comparison of the proposed trips versus the previous medical office trips follows:

Trip Generation Comparison

Time Period	Proposed Residences	Former Medical Offices	Change
Daily	498	1,508	-1,010
AM Peak Hour – Adjacent Street	32	121	-89
Entering	7	95	-88
Exiting	25	26	-1
AM Peak Hour – Generator	38	153	-115
Entering	10	95	-85
Exiting	28	58	-30

Time Period	Proposed Residences	Former Medical Offices	Change
PM Peak Hour – Adjacent Street	38	150	-112
Entering	24	42	-18
Exiting	14	108	-94
PM Peak Hour – Generator	46	178	-132
Entering	27	69	-42
Exiting	19	109	-90

As seen in the preceding table, the proposed residential development will generate significantly fewer trips than the former medical offices in all peak hour periods as well as on a daily basis. Given this significant reduction in trips there is no need for capacity analysis and the remainder of this impact assessment will focus upon safety.

The Maine Department of Transportation uses two criteria to determine high crash locations (HCLs). The first is the critical rate factor (CRF), which is a measure of the accident rate. A CRF greater than one indicates a location which has a higher than expected accident rate. The expected rate is calculated as a statewide average of similar facilities.

The second criterion, which must also be met, is based upon the number of accidents that occur at a particular location. Eight or more accidents must also occur over the three-year study period for the location to be considered a high crash location.

Crash data for the vicinity of the site (Dresden Avenue, Brunswick Avenue and Cottage Street) was obtained from MaineDOT for the most recent three-year period, 2017 – 2019, and is attached. The CRF and number of accidents are summarized by location in the following table.

Location Description	# of Acc.	CRF
Intersection of Brunswick Avenue, Central & Plummer Streets	1	0.21
Brunswick Avenue between Central Street and Chestnut Street	1	0.36
Intersection of Brunswick Avenue, Lincoln & Washington Avenues	1	0.21
Brunswick Avenue between Fillmore Place and Church Street	3	1.60
Intersection of Brunswick Avenue & Church Street	2	0.39

Location Description	# of Acc.	CRF
Brunswick Avenue between Church and Neal Street	1	0.20
Intersection of Brunswick Avenue & Mechanic Street	1	0.21
Intersection of Brunswick Avenue, Water & Bridge Streets	15	0.73
Dresden Avenue between School Street and Church Street	1	0.63
Dresden Avenue between Danforth and Cottage Street	1	0.30
Intersection of River Avenue and Cottage Street	1	0.75

As seen in the above accident table, there are no high crash locations within the vicinity of the proposed residential development. As a result, no further accident review or evaluation is necessary.

One of the most important safety factors to consider for a project is sight distance from the exit drives. This sight distance is measured ten feet back from the edge of travel way at a driver's eye height of 3.5 feet to an object height of 4.25 feet.

The proposed site access provides for three exits to Dresden Avenue in existing locations. The speed limit is unposted on Dresden Avenue but is assumed to be 25 mph as it is on Brunswick Avenue and in the remaining Gardiner urban area. Sewall recommends a minimum of 10 feet of sight distance for every posted mile per hour of speed limit or 250'. The City of Gardiner Land Use Ordinance requires this same 10' per mph. Sight distance was measured in the field from the three existing drives with the following results:

Existing Driveway Sight Distances

Driveway Description	To Right	Adequate	To Left	Adequate
Northerly Drive	400'+	Yes	400'+	Yes
Middle Drive	400'+	Yes	300'	Yes
Southerly Drive	400'+*	Yes	250'	No

*Sight distance to the right is partially restricted by the existing "Alzheimer's Care Center" sign. This sign should be relocated out of the driveway sight triangle.

As seen in the preceding table, sight distance in both directions from the two most northerly drives exceeds the standard. Sight distance from the southerly drive towards the north is partially restricted by the existing Alzheimer's Center sign. This sign should be relocated out of the driveway sight triangle. Sight distance to the left is approximately 220'. It is restricted by brush growing along the Dresden Avenue right-of-way and then by the crest of the hill. It is expected that with tree limbing and clearing along the roadside this sight distance can be increased to 250'. It is important to note that no additional signage or landscaping should be located in the exit drive sight triangles which could obscure or restrict the sight distances in the future.

To summarize, the 68 proposed residential dwelling units will generate from 32 to 40 one-way trips in peak hours. The former medical offices generated between 121 and 178 peak hour trips based upon the ITE data are. Hence, the proposed residences will result in a significant decrease in traffic to the site. As a result, no capacity or traffic analysis is required. In terms of safety, there are no high crash locations in the vicinity of the site. Sight distance from the two most northerly drives is adequate. Sight distance from the southerly drive can be improved by some brush clearing/tree limbing and by the relocation of the Alzheimer's Center sign. With these improvements sight distance will be adequate to meet standards.

As always, please do not hesitate to contact Sewall if you or the City of Gardiner have any questions or concerns regarding this analysis, findings or recommendations.

STATE OF MAINE
DIANE
W.
MORABITO
No. 5077
REGISTERED
PROFESSIONAL ENGINEER

Sincerely,

Diane W. Morabito, P.E. PTOE
Vice President, Traffic Engineering

Report Selections and Input Parameters

☑ Crash Summary I ☐ Section Detail ☑ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

Gardiner Brunswick Ave/Rte 201 from intersection with Plummer St/Central St (primary node 27729) to intersection with Water St (node 27734), School St from Brunswick Ave (node 28767) to Dresden Ave (node 26798), Dresden Ave from Cottage St (node 26804) to Church St (node 26802), and Cottage St from Lincoln Ave (node 24755) to River Ave (node 27369)

Year 2017, Start Month 1 through Year 2019 End Month: 12

Route: 0201X	Start Node: 27729	Start Offset: 0	☐ Exclude First Node
	End Node: 27734	End Offset: 0	☐ Exclude Last Node
Route: 1130054	Start Node: 28767	Start Offset: 0	☑ Exclude First Node
	End Node: 26798	End Offset: 0	☑ Exclude Last Node
Route: 1130016	Start Node: 26804	Start Offset: 0	☑ Exclude First Node
	End Node: 26802	End Offset: 0	☐ Exclude Last Node
Route: 1130014	Start Node: 24755	Start Offset: 0	☐ Exclude First Node
	End Node: 27369	End Offset: 0	☐ Exclude Last Node

Nodes

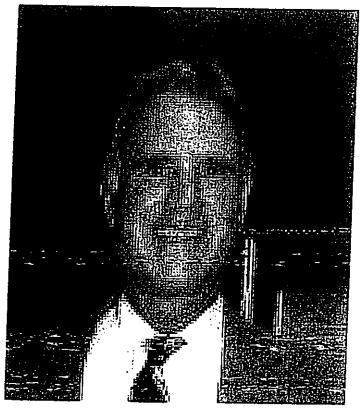
Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
P27729	0201X - 24.52	Int of BRUNSWICK AV, CENTRAL ST, PLUMMER ST, RD IN	2	1	0	0	0	0	1	0.0	3.620	0.09	0.43	0.00
A65861	0201X - 24.54	Int of BRUNSWICK AV CENTRAL ST	2	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00
27730	0201X - 24.58	Int of BRUNSWICK AV CHESTNUT ST	2	0	0	0	0	0	0	0.0	3.385	0.00	0.43	0.00
28787	0201X - 24.69	Int of BRUNSWICK AV SCHOOL ST	2	0	0	0	0	0	0	0.0	3.458	0.00	0.43	0.00
27731	0201X - 24.75	Int of BRUNSWICK AV LINCOLN AV WASHINGTON AV	2	1	0	0	0	0	1	0.0	3.697	0.09	0.42	0.00
28780	0201X - 24.80	Int of BRUNSWICK AV FILLMORE PL	2	0	0	0	0	0	0	0.0	3.705	0.00	0.42	0.00
27732	0201X - 24.83	Int of BRUNSWICK AV CHURCH ST	2	2	0	0	0	0	2	0.0	4.083	0.16	0.41	0.00
28788	0201X - 24.93	Int of BRUNSWICK AV NEAL ST	2	0	0	0	0	0	0	0.0	3.136	0.00	0.44	0.00
27733	0201X - 24.98	Int of BRUNSWICK AV MECHANIC ST	2	1	0	0	0	0	1	0.0	3.597	0.09	0.43	0.00
27734	0201X - 25.01	Int of BRIDGE ST BRUNSWICK AV WATER ST	9	15	0	0	0	3	12	20.0	5.293	0.94	1.26	1.00
26797	1130054 - 0.04	Int of LINCOLN AV SCHOOL ST	2	0	0	0	0	0	0	0.0	0.656	0.00	0.84	0.00
26794	1130018 - 0.33	Int of DANFORTH ST DRESDEN AV	2	0	0	0	0	0	0	0.0	0.308	0.00	0.66	0.00
26803	1130018 - 0.38	Int of DRESDEN AV KINGSBURY ST	2	0	0	0	0	0	0	0.0	0.388	0.00	0.66	0.00
26798	1130018 - 0.53	Int of DRESDEN AV SCHOOL ST	2	0	0	0	0	0	0	0.0	0.719	0.00	0.55	0.00
26802	1130018 - 0.61	Int of CHURCH ST, DRESDEN AV	2	0	0	0	0	0	0	0.0	1.507	0.00	0.51	0.00
24755	1130014 - 0	Int of COTTAGE ST LINCOLN AV	2	0	0	0	0	0	0	0.0	0.191	0.00	0.65	0.00
A6804	1130014 - 0.08	Int of COTTAGE ST DRESDEN AV	2	0	0	0	0	0	0	0.0	0.199	0.00	0.65	0.00
27369	1130014 - 0.33	Int of COTTAGE ST RIVER AV	2	1	0	0	0	0	1	0.0	3.763	0.44	0.59	0.00
NODE TOTALS:				21	0	0	0	3	18	14.3	38.707	0.15	0.35	0.51

Study Years: 3.00

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
27729	65861	2845379	0 - 0.02	0201X - 24.52	0.02	2	0	0	0	0	0	0	0.0	0.00068	0.00	822.24	0.00
65861	27730	3139898	0 - 0.04	0201X - 24.54	0.04	2	1	0	0	1	0	0	100.0	0.00133	251.17	701.86	0.00
27730	28767	3118534	0 - 0.11	0201X - 24.58	0.11	2	0	0	0	0	0	0	0.0	0.00372	0.00	538.08	0.00
27731	28767	3118919	0 - 0.06	0201X - 24.69	0.06	2	0	0	0	0	0	0	0.0	0.00197	0.00	633.75	0.00
28780	27731	3120855	0 - 0.05	0201X - 24.75	0.05	2	0	0	0	0	0	0	0.0	0.00179	0.00	650.23	0.00
28780	27732	3123869	0 - 0.03	0201X - 24.80	0.03	2	4	0	0	0	2	2	50.0	0.00114	1169.02	728.85	0.00
27732	28768	3119535	0 - 0.10	0201X - 24.83	0.10	2	1	0	0	0	0	1	0.0	0.00302	110.55	587.83	0.00
27733	28768	3123693	0 - 0.05	0201X - 24.93	0.05	2	0	0	0	0	0	0	0.0	0.00159	0.00	670.43	0.00
27733	27734	3108599	0 - 0.03	0201X - 24.98	0.03	2	0	0	0	0	0	0	0.0	0.00099	0.00	754.75	0.00
20797	28767	204251	0 - 0.04	1130054 - 0	0.04	2	0	0	0	0	0	0	0.0	0.00010	0.00	1733.79	0.00
28797	26799	204249	0 - 0.07	1130054 - 0.04	0.07	2	0	0	0	0	0	0	0.0	0.00324	0.00	1089.36	0.00
28794	26804	204247	0 - 0.33	1130018 - 0	0.33	2	1	0	0	0	0	1	0.0	0.00089	376.52	1239.17	0.00
28794	28803	5063412	0 - 0.05	1130018 - 0.33	0.05	2	0	0	0	0	0	0	0.0	0.00016	0.00	1760.75	0.00
28798	26805	204254	0 - 0.15	1130018 - 0.38	0.15	2	0	0	0	0	0	0	0.0	0.00054	0.00	1374.44	0.00
28798	28802	204253	0 - 0.05	1130018 - 0.53	0.05	2	1	0	0	0	0	1	0.0	0.00034	980.72	1581.03	0.00
24788	28804	5063451	0 - 0.08	1130014 - 0	0.08	2	0	0	0	0	0	0	0.0	0.00007	0.00	1648.08	0.00
28804	27369	204263	0 - 0.25	1130014 - 0.08	0.25	2	0	0	0	0	0	0	0.0	0.00010	0.00	1771.52	0.00
Study Years: 3.00				Section Totals:	1.54		8	0	0	1	2	5	37.5	0.01871	142.56	407.91	0.00
				Grand Totals:	1.54		29	0	0	1	5	23	20.7	0.01871	516.75	550.81	0.94

Appendix F - Team Experience



Paul Boghossian III is the immediate past Chairman of Coventry, RI-based Concordia Manufacturing, LLC which, under his leadership, made notable advances in the research, development and manufacture of technical yarns, fibers, fabrics and composites for advanced end uses. The firm designs and produces custom yarn, fiber and fabric constructions for use in aerospace, sporting goods, anti counterfeiting and biomedical fibrous and fabric structures. Concordia's latest and most exciting development is engineered implantable biofelts for knee ligament and other body tissue repair as well as carbon fiber composite materials for aviation and other uses.

The Concordia website is www.concordiafibers.com

He also founded the Manufacturers Comp Group of Rhode Island (MCGRI) a successful self insurance group that saved member companies millions of dollars in workers compensation premiums. MCGRI became a part of Beacon Mutual Insurance in 1999. Mr. Boghossian is the immediate past Chairman of that group.

On the development front, Paul Boghossian has led numerous rehab projects with the common theme of creative reuse of older buildings. These include:

Waterville ME: $35 MM Adaptive use mixed use and loft space development of the former Hathaway Shirt factory that has won accolades and numerous awards and spurred other redevelopment downtown. Now complete and fully occupied.

Portland, ME: Restoration and sale of three commercial buildings near the Public Market, The Wadsworth -- 28-34 Preble Street, The Earl – 341 Cumberland Ave, and The Monticello. In excess of 100 apartments and 12 commercial spaces were redeveloped.

Coventry, RI: Purchase and repositioning of the 180,000 sf Anthony Mill and securing approvals for apartment rehab. Now complete and fully occupied.

Wickford, RI: 7 Main Street. Rehab and redeployment of a 150 year old harborfront commercial building with increased public access to the waterfront.

Jamestown, RI: 1076 East Shore Road. Interpretive conversion/restoration of four poorly planned condominium units contained in a landmark Jamestown Inn into a single family residence.

Newport, RI: 73 and 75 Washington Street. An historic restoration of two adjoining houses in Newport's "Point" waterfront district. This project won several awards.

Current rehab projects all have the common theme of creative reuse of older buildings within walking distance of a commercial center.

Most notable is the Hathaway Center in Waterville, Maine, a 450,000 square foot mixed use and loft space development, the first 230,000 square feet of which is complete. More than 600 people now live and work in the complex with many times that number visiting daily.

The Hathaway website is www.hathawaycreativecenter.com

Here is a link to a recent television clip on the project:
https://www.newscentermaine.com/video/news/mill-repurposed-as-hathaway-creative-center/97-280dfcc1-a086-417a-8b96-bc0c0d5ba293

For references on this transformative project:
Mike Roy, City Manager 207-680-4203
Kim Lindlof, President Mid Maine Chamber 207-873-3315

Also underway is Gehring Green, a project in downtown Bethel, ME that combines the practices of historic adaptive reuse, smart growth and green building.

Mr. Boghossian was honored in 2014 with Maine's highest award for historic preservation by the Maine Historic Preservation Commission. He also was recently named to the Preservation Advisory Committee of the Maine State Legislature.

A 1976 graduate of Colby College, Mr. Boghossian also holds an MBA from the University of Rhode Island, graduating with distinction. He sits on the board of numerous companies and organizations including several schools, multiple children's charities as well as business and civic groups. He is a member of the Rhode Island Commodores and the World President's Organization (WPO). Mr. Boghossian and is a frequent and much sought after guest lecturer at colleges and universities throughout New England.

Appendix F - Financing References

Chris Sotir
Senior Vice President
Bank of America
RI1-537-09-02
One Financial Plaza
Providence, RI 02903
Tel: 401.278.8070
Direct: 401-256-4502
email: christopher.n.sotir@bankofamerica.com

Rogean Makowski
Webster Bank
50 Kennedy Plaza, Ste. 1110
Providence, RI 02903
Office: (401) 228-2044
Cell: (401) 465-3699
email: rbmakowski@websterbank.com

Site Plan Review Application

6-16-20

Gardiner Green

150-152 Dresden Avenue

Gardiner, Maine

Project Overview

Phase 1 Rehab of the original hospital building into a total of 34 apartment units. There will be 11 studio apartments, 14 one-bedroom apartments and 9 two-bedroom apartments.

Phase 2 Rehab of the hospital south annex building into 4 townhouse condominiums. This would involve adding a second story to the building.
Rehab of the boiler house building into 2 townhouse condominiums.
This would involve adding back a second story that was previously removed.

Phase 3 Rehab of the Gardner Family Medicine building into 11 townhouse condominiums. This would involve adding a second story to the existing building.
Construction of 17 new townhouse condominiums; 2 freestanding townhouses, 6 duplex townhouses and 1 triplex townhouse.

A total of 68 dwelling units will be developed. There will be no commercial occupancy.

1. General Information:

Owner:
MaineGeneral Medical Center
35 Medical Center Parkway,
Augusta, ME 04330
207-626-1512

Applicant/Prospective Owner:
Hathaway Holdings, LLC/Paul Boghossian
Hathaway Center
10 Water St. Box 68,
Waterville, ME 04901
207-873-1800 / 401-714-2106

Architect:
Sustainable Communities and Design
30 Johnson Heights
Waterville, ME 04901
207-649-0363

Survey:
Dirigo Surveying
165 South Road
Winthrop, Maine 04330
207-923-3443

2. Development Information:

Maps included as follows:

- Existing conditions map showing property boundaries, existing structures and existing improvements. Zoning currently is HDR.
- Topological map showing general slope of the land and drainage.
- Survey updated in January, 2020
- Gardiner Tax Map

No known wetlands or significant wildlife habitat. No known historic or archaeological resources.

Demand for water supply and sewage disposal should be significantly less than when the facility operated as a hospital. Property is connected to city water and sewer so no on-site requirement for these utilities is needed.

The total impervious surface of the site currently is 98,525 ft.^{2} or 44.4% of the site. After the development is fully built out the total impervious surface of the site will be 73,920 ft.^{2} or 33.3% of the site; a 25% reduction. Moreover, we intend to engineer the site drainage so that most, if not all of the runoff will be absorbed within the site.

The flow of vehicular traffic will enter the site from two Dresden Avenue locations, both of which currently exist as entrances. Vehicular traffic will exit onto Dresden Avenue from three locations, all of which currently exist as exits. Vehicle trips to and from the site should be significantly reduced from when the facility was operating as a hospital and medical office facility. Truck traffic, in particular, should be particularly lower. Traffic noise, notably ambulance sirens, should be reduced to essentially nothing.

There will be one sign for the property in the general vicinity of the current facility sign.

Exterior lighting will be revamped in the parking areas that will be retained. Exterior lighting in the areas that will revert from parking to green space or new construction will be eliminated.

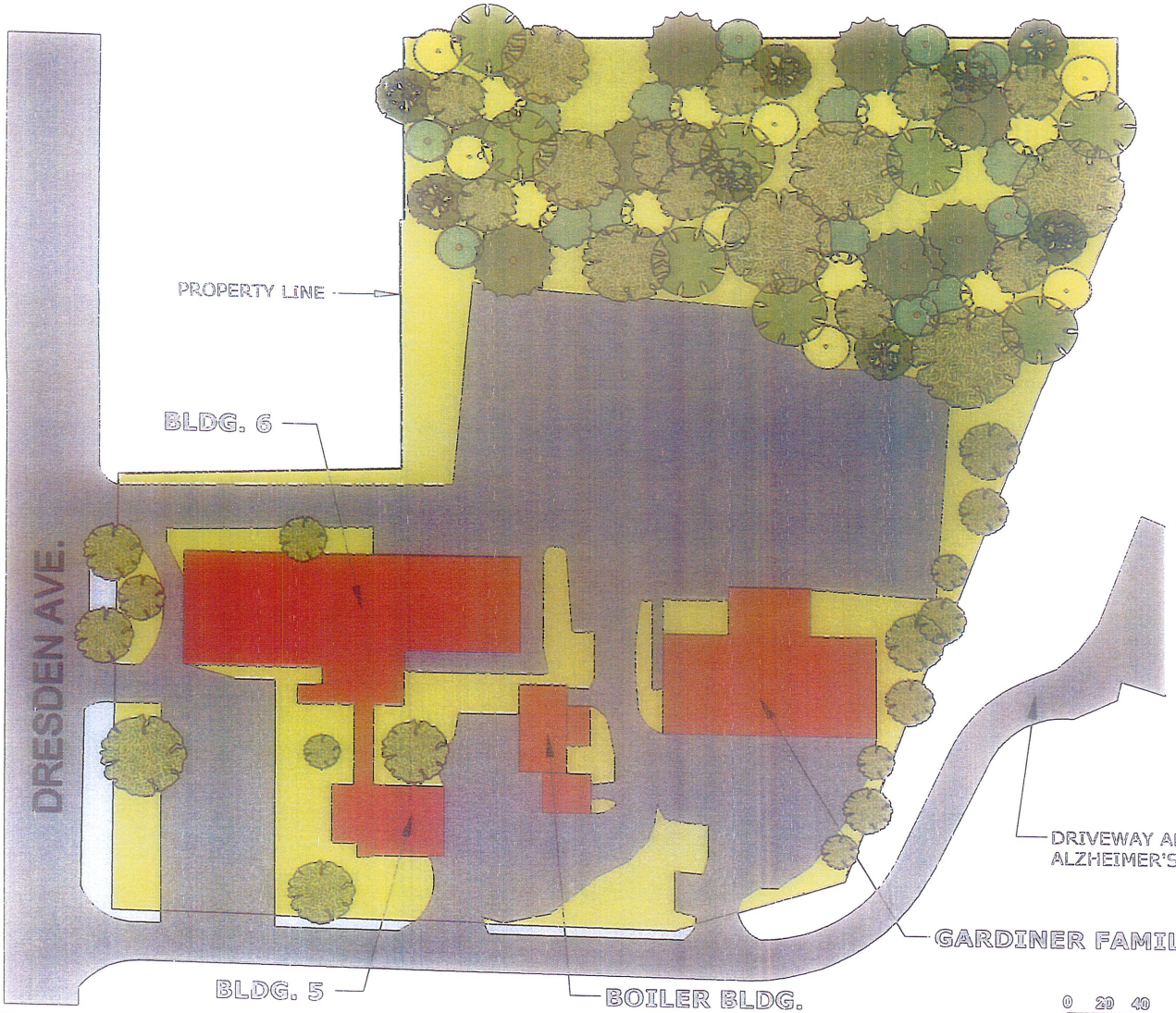
Open to suggestions as to landscaping and buffering to be a good neighbor. As a business practice, our orientation is toward more and nicer green space.

3. Additional Information:

- Actual and Effective Unit Count
- Building 6 (Main Hospital Building) schematic elevation attached
- Sample schematic layout for studio apartments and 1 BR apartments attached
- Height Study GFM Building attached
- Aerial Photo of Site attached
- Development Bio and References attached

Appendix G - Maps

- Existing conditions map showing property boundaries, existing structures and existing improvements. Zoning currently is HDR.
- Proposed Site Plan
- Topological map showing general slope of the land and drainage.
- Survey updated in January, 2020



GSF			
Bldg. 6			
	Basement	6,950	
	1st Floor	11,561	
	2nd Floor	10,794	
	subtotal		29,305
Bldg. 5			
	Basement	2,305	
	1st Floor	2,305	
	subtotal		4,610
GFM			
	Basement	7,145	
	1st Floor	7,145	
	subtotal		14,290
Bldg.			
	Basement	2,030	
	1st Floor	1,153	
	subtotal		3,183
	total		51,388

Roof Area		37,690
Pavement		74,400
Total Impermeable		98,525

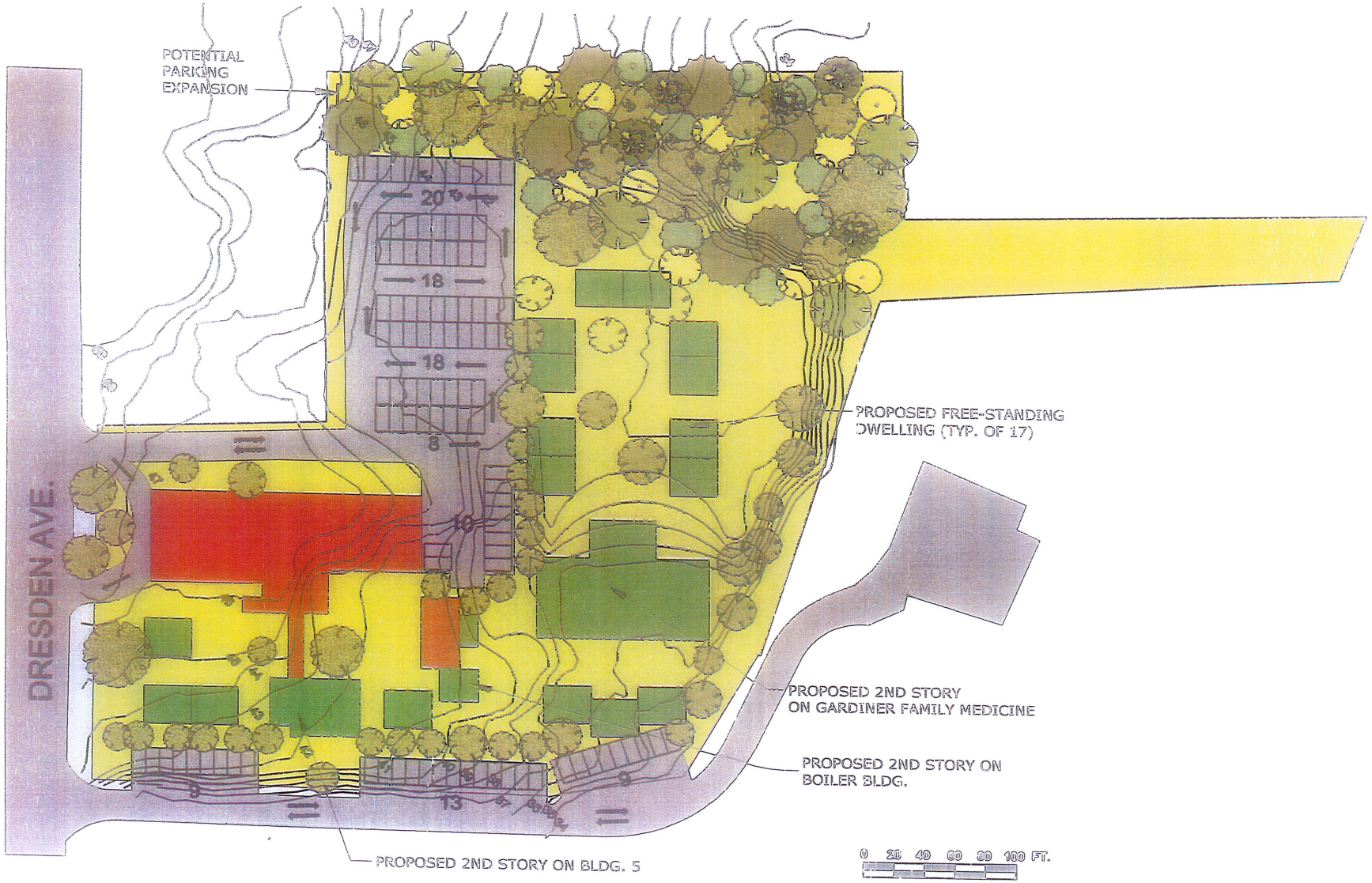
Project North

Sustainable Communities & Design
55 Johnson Heights, Waterville, ME 04901
www.sustainablecommunitiesanddesign.com
207-873-1800 or 207-649-0363

Former Gardiner Hospital and Former Gardiner Family Medicine

Exist. Site Plan

Nov. 9, 2019
revised Nov. 17, 2019

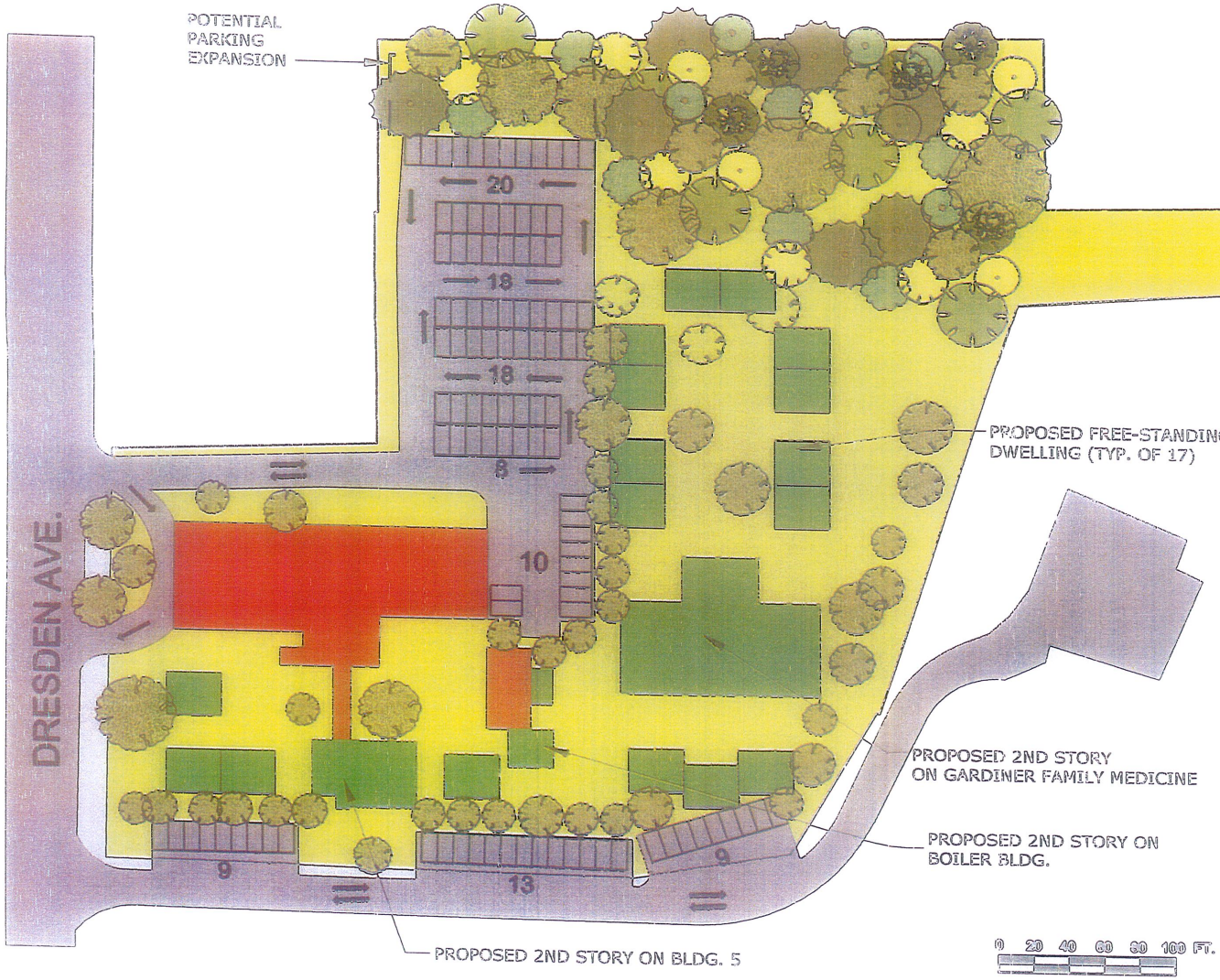


Sustainable Communities & Design
55 Johnson Heights, Waterville, ME 04901
www.sustainablecommunitiesanddesign.com
207-873-1800 or 207-649-0363

Former Gardiner Hospital and Former Gardiner Family Medicine

Proposed Site Plan + Topography

Nov. 9, 2019
revised Nov. 17, 2019
revised June 25, 2020



Proposed GSF			
Bldg. 6			
	Basement	6,950	
	1st Floor	11,561	
	2nd Floor	10,794	
	subtotal		29,305
Bldg. 5			
	Basement	2,305	
	1st Floor	2,305	
	Prop. New	2,305	
	subtotal		6,915
GFM			
	Basement	7,145	
	1st Floor	7,145	
	Prop. New	7,145	
	subtotal		21,435
Boiler Bldg.			
	Basement	2,030	
	1st Floor	1,153	
	Prop. New	858	
	subtotal		4,041
Proposed Free-standing			40,800
	grand total		102,496

Roof Area	37,690
Pavement	36,230
Total Impermeable	73,920

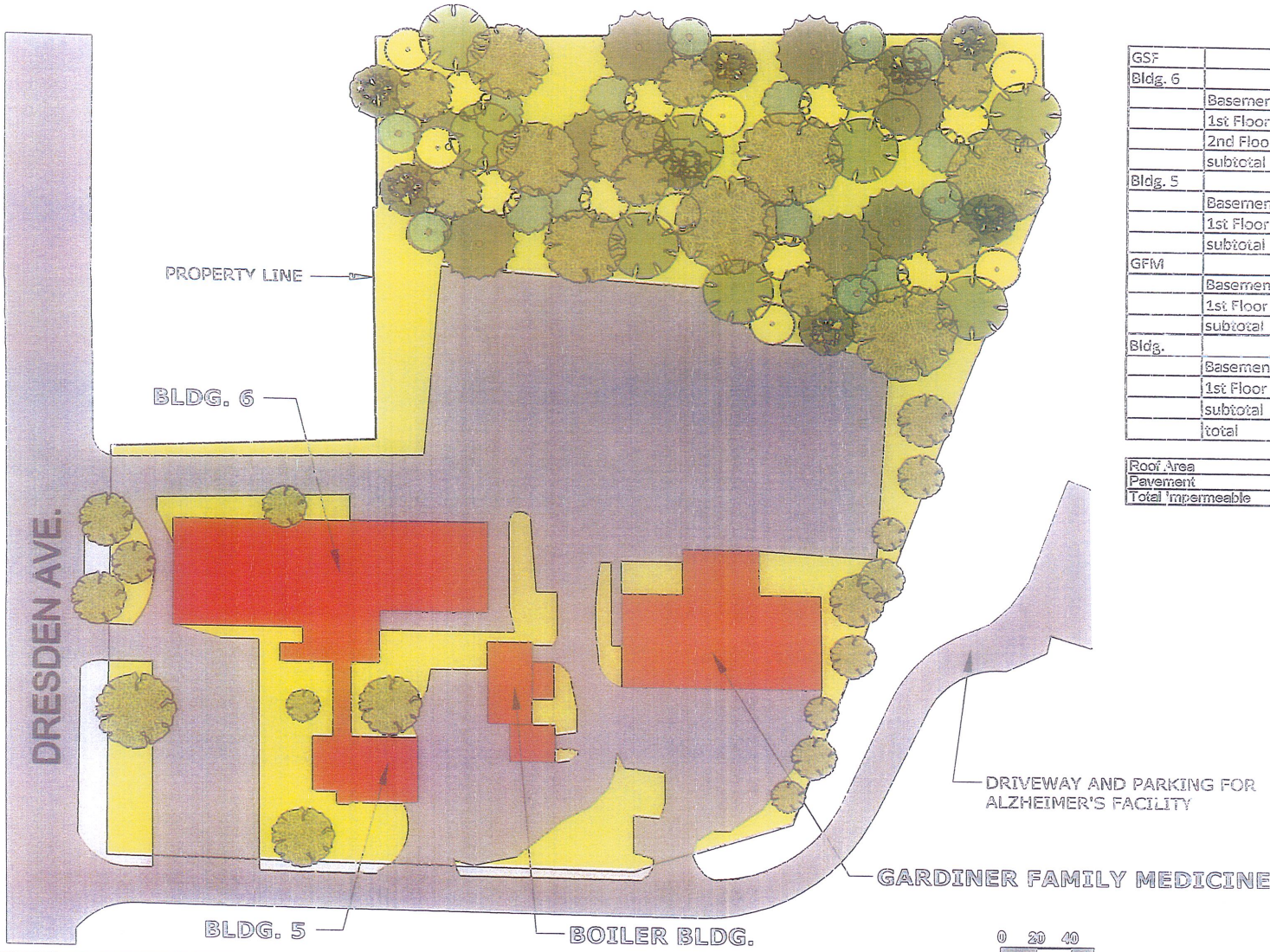
Project North

Sustainable Communities & Design
55 Johnson Heights, Waterville, ME 04901
www.sustainablecommunitiesanddesign.com
207-873-1800 or 207-649-0363

Former Gardiner Hospital and Former Gardiner Family Medicine

Proposed Site Plan

Nov. 9, 2019
revised Nov. 17, 2019
revised June 25, 2020



GSF			
Bldg. 6			
	Basement	6,950	
	1st Floor	11,561	
	2nd Floor	10,794	
	subtotal		29,305
Bldg. 5			
	Basement	2,305	
	1st Floor	2,305	
	subtotal		4,610
GFM			
	Basement	7,145	
	1st Floor	7,145	
	subtotal		14,290
Bldg.			
	Basement	2,030	
	1st Floor	1,153	
	subtotal		3,183
	total		51,388

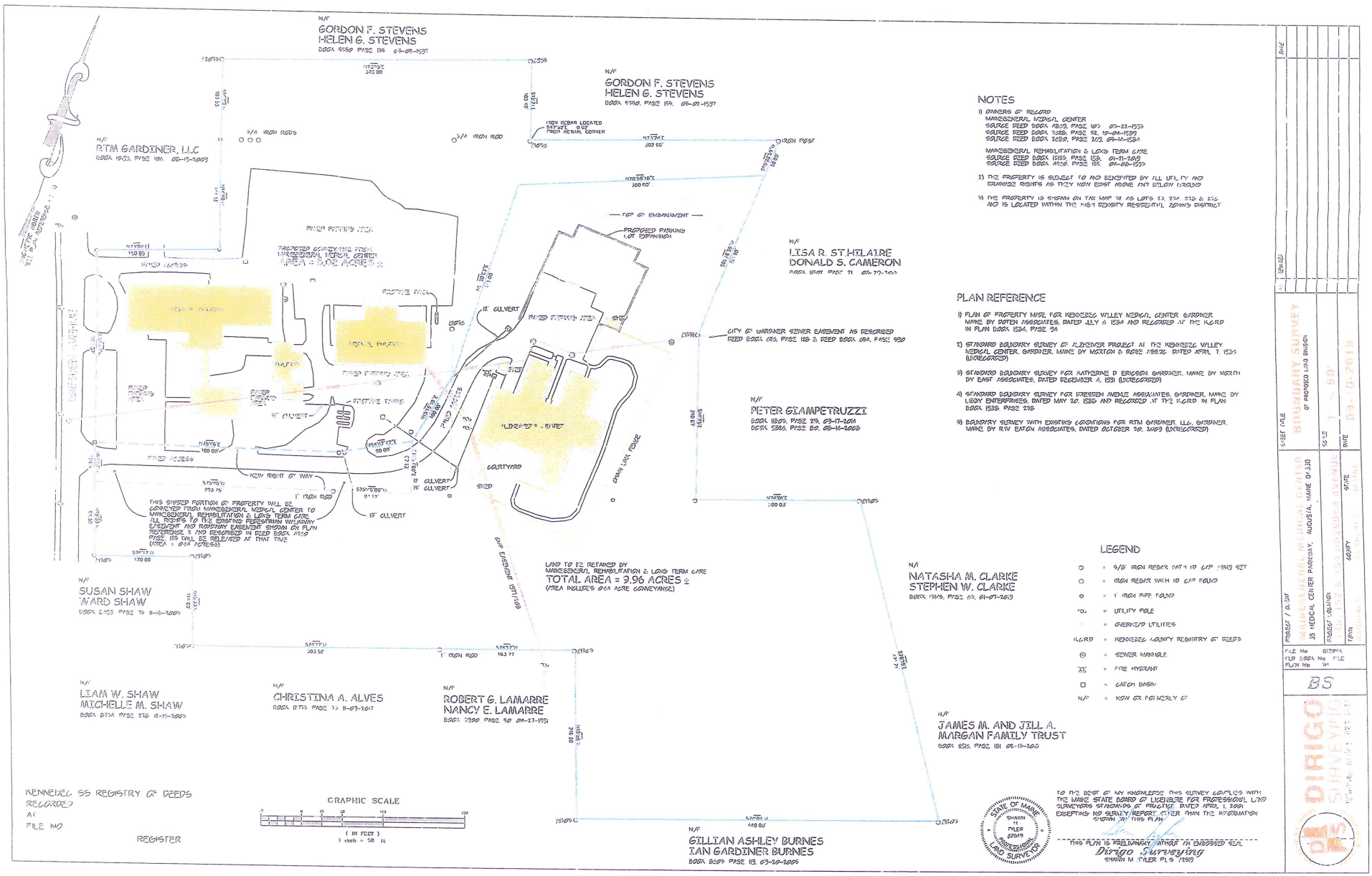
Roof Area	37,690
Pavement	74,400
Total Impermeable	99,525

Sustainable Communities & Design
55 Johnson Heights, Waterville, ME 04901
www.sustainablecommunitiesanddesign.com
207-873-1800 or 207-649-0363

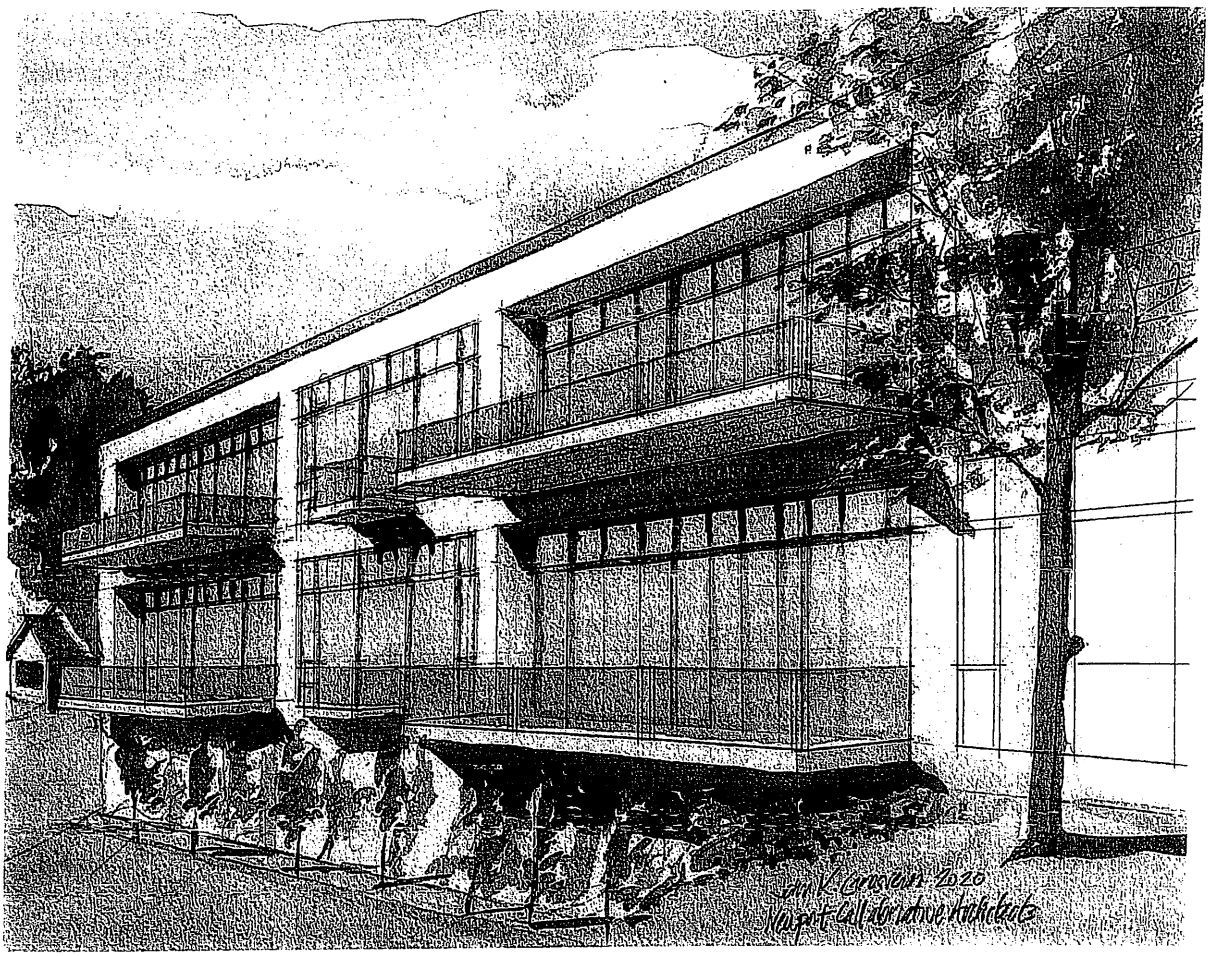
Former Gardiner Hospital and Former Gardiner Family Medicine

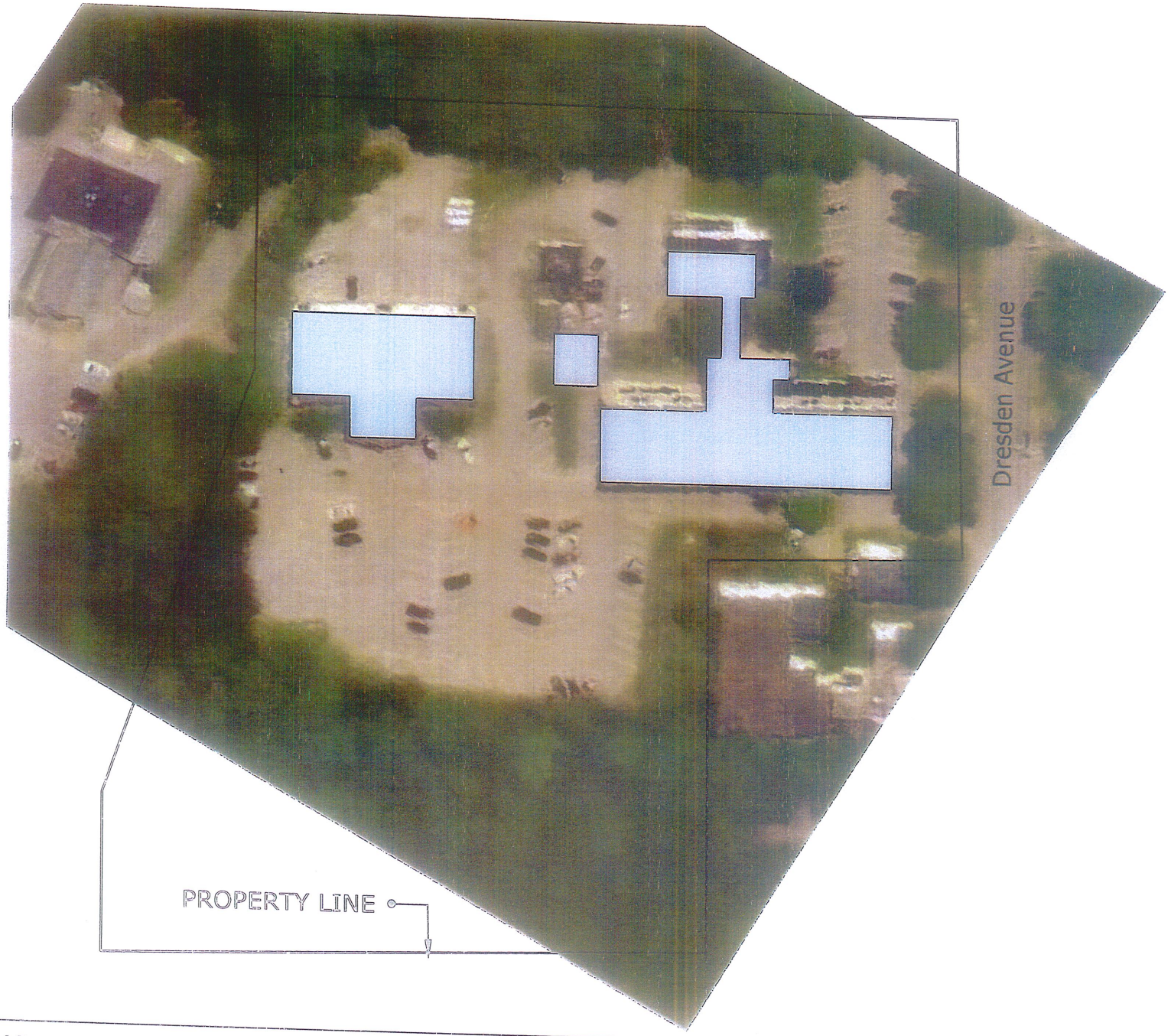
Exist. Site Plan

Nov. 9, 2019
revised Nov. 17, 2019


N/F
GORDON F. STEVENS
HELEN G. STEVENS
BOOK 5330 PAGE 136 03-01-1537
N/F
GORDON F. STEVENS
HELEN G. STEVENS
BOOK 5330, PAGE 159, 03-01-1537
N/F
RTM GARDINER, LLC
BOOK 15153, PAGE 191, 08-15-2003
N/F
LISA R. ST.HILAIRE
DONALD S. CAMERON
BOOK 16011 PAGE 71 02-20-2015
N/F
PETER GIAMPETRUZZI
BOOK 11209, PAGE 215, 03-17-2011
BOOK 5910, PAGE 89, 08-14-2003
N/F
NATASHA M. CLARKE
STEPHEN W. CLARKE
BOOK 13915, PAGE 69, 01-07-2013
N/F
SUSAN SHAW
WARD SHAW
BOOK 6153 PAGE 75 11-15-2005
N/F
LIAM W. SHAW
MICHELLE M. SHAW
BOOK 8734 PAGE 328 12-15-2005
N/F
CHRISTINA A. ALVES
BOOK 12715 PAGE 72 11-03-2017
N/F
ROBERT G. LAMARRE
NANCY E. LAMARRE
BOOK 3390 PAGE 90 04-27-1951
N/F
JAMES M. AND JILL A.
MARGAN FAMILY TRUST
BOOK 11510, PAGE 181 02-19-2009
N/F
GILLIAN ASHLEY BURNES
IAN GARDINER BURNES
BOOK 8509 PAGE 113, 03-12-2009
PROPOSED BOUNDARY FROM MAINEGENERAL MEDICAL CENTER
AREA = 9.02 ACRES ±
PROPOSED PARKING LOT EXPANSION
TOP OF EMBANKMENT
PAVED PATIENTS AREA
PAVED ACCESS
NEW RIGHT OF WAY
COURTYARD
CHAIN LINK FENCE
12" CULVERT
15" CULVERT
1" IRON ROD
3/4" IRON RODS
IRON REBAR LOCATED S47°39'E 0.02' FROM ACTUAL CORNER
IRON POST
CITY OF GARDINER SEWER EASEMENT AS DESCRIBED DEED BOOK 655, PAGE 118 & DEED BOOK 684, PAGE 950
GAS EASEMENT (UTILITY)
THIS SHADED PORTION OF PROPERTY WILL BE CONVEYED FROM MAINEGENERAL MEDICAL CENTER TO MAINEGENERAL REHABILITATION & LONG TERM CARE. ALL RIGHTS TO THE EXISTING PEDESTRIAN WALKWAY EASEMENT AND ROADWAY EASEMENT SHOWN ON PLAN REFERENCE 2 AND RECORDED IN DEED BOOK 4159 PAGE 159 WILL BE RELEASED AT THAT TIME (AREA = 0.61 ACRES±)
LAND TO BE RETAINED BY MAINEGENERAL REHABILITATION & LONG TERM CARE
TOTAL AREA = 9.96 ACRES ±
(AREA INCLUDES 0.61 ACRE CONVEYANCE)
NOTES
1) OWNERS OF RECORD
MAINEGENERAL MEDICAL CENTER
SOURCE DEED BOOK 4839, PAGE 107 03-22-1993
SOURCE DEED BOOK 3218, PAGE 92, 12-04-1939
SOURCE DEED BOOK 1259, PAGE 103, 03-11-1924
MAINEGENERAL REHABILITATION & LONG TERM CARE
SOURCE DEED BOOK 13193 PAGE 159, 01-11-2016
SOURCE DEED BOOK 4159, PAGE 159, 03-08-1993
2) THE PROPERTY IS SUBJECT TO AND BENEFITED BY ALL UTILITY AND DRAINAGE RIGHTS AS THEY NOW EXIST ABOVE AND BELOW GROUND
3) THE PROPERTY IS SHOWN ON TAX MAP 18 AS LOTS 33, 33A, 33B & 33C AND IS LOCATED WITHIN THE HIGH DENSITY RESIDENTIAL ZONING DISTRICT
PLAN REFERENCE
1) PLAN OF PROPERTY MADE FOR KENNEBEC VALLEY MEDICAL CENTER GARDINER MAINE BY OWEN ASSOCIATES, DATED JULY 6 1934 AND RECORDED AT THE KCRD IN PLAN BOOK 1324, PAGE 94
2) STANDARD BOUNDARY SURVEY OF ALZHEIMER PROJECT AT THE KENNEBEC VALLEY MEDICAL CENTER, GARDINER, MAINE BY NORTON & ROSE 1992% DATED APRIL 7, 1994 (UNRECORDED)
3) STANDARD BOUNDARY SURVEY FOR KATHERINE D ERICSON GARDINER, MAINE BY NORTH BY EAST ASSOCIATES, DATED DECEMBER 4, 1991 (UNRECORDED)
4) STANDARD BOUNDARY SURVEY FOR KRESSEN AVENUE ASSOCIATES, GARDINER, MAINE BY LIDDY ENTERPRISES, DATED MAY 20, 1986 AND RECORDED AT THE KCRD IN PLAN BOOK 1339, PAGE 296
5) BOUNDARY SURVEY WITH EXISTING CONDITIONS FOR RTM GARDINER, LLC, GARDINER, MAINE BY R.W. EATON ASSOCIATES, DATED OCTOBER 30, 2003 (UNRECORDED)
LEGEND
○ = 5/8" IRON REBAR WITH ID CAP (1969) SET
○ = IRON REBAR WITH ID CAP FOUND
⊙ = 1" IRON PIPE FOUND
= UTILITY POLE
= OVERHEAD UTILITIES
KCRD = KENNEBEC COUNTY REGISTRY OF DEEDS
= SEWER MANHOLE
= FIRE HYDRANT
= CATCH BASIN
N/F = NOW OR FORMERLY OF
KENNEBEC SS REGISTRY OF DEEDS
RECORDED
AT
FILE NO
REGISTER
GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.
STATE OF MAINE
SHAWN M TYLER
07519
REGISTERED PROFESSIONAL LAND SURVEYOR
TO THE BEST OF MY KNOWLEDGE THIS SURVEY CONFORMS WITH THE MAINE STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS STANDARDS OF PRACTICE DATED APRIL 1, 2001 EXCEPTING NO SURVEY REPORT OTHER THAN THE INFORMATION SHOWN ON THIS PLAN.
THIS PLAN IS PRELIMINARY UNLESS IT IS EMBOSSED SEAL
Dirigo Surveying
SHAWN M. TYLER PLS #2519
PRELIMINARY SURVEY
OF PROPOSED LAND DIVISION
35 MEDICAL CENTER PARKWAY, AUGUSTA, MAINE 04330
PROJECT LOCATION
KENNEBEC COUNTY
TOWN
SCALE 1" = 50'
DATE 03-10-2019
PROJECT / CLIENT
FILE No
OLD DGX No FILE
PLAN No 1H
BS
DIRIGO SURVEYING
DATE

Appendix H - New Rendering Building 6 Elevation



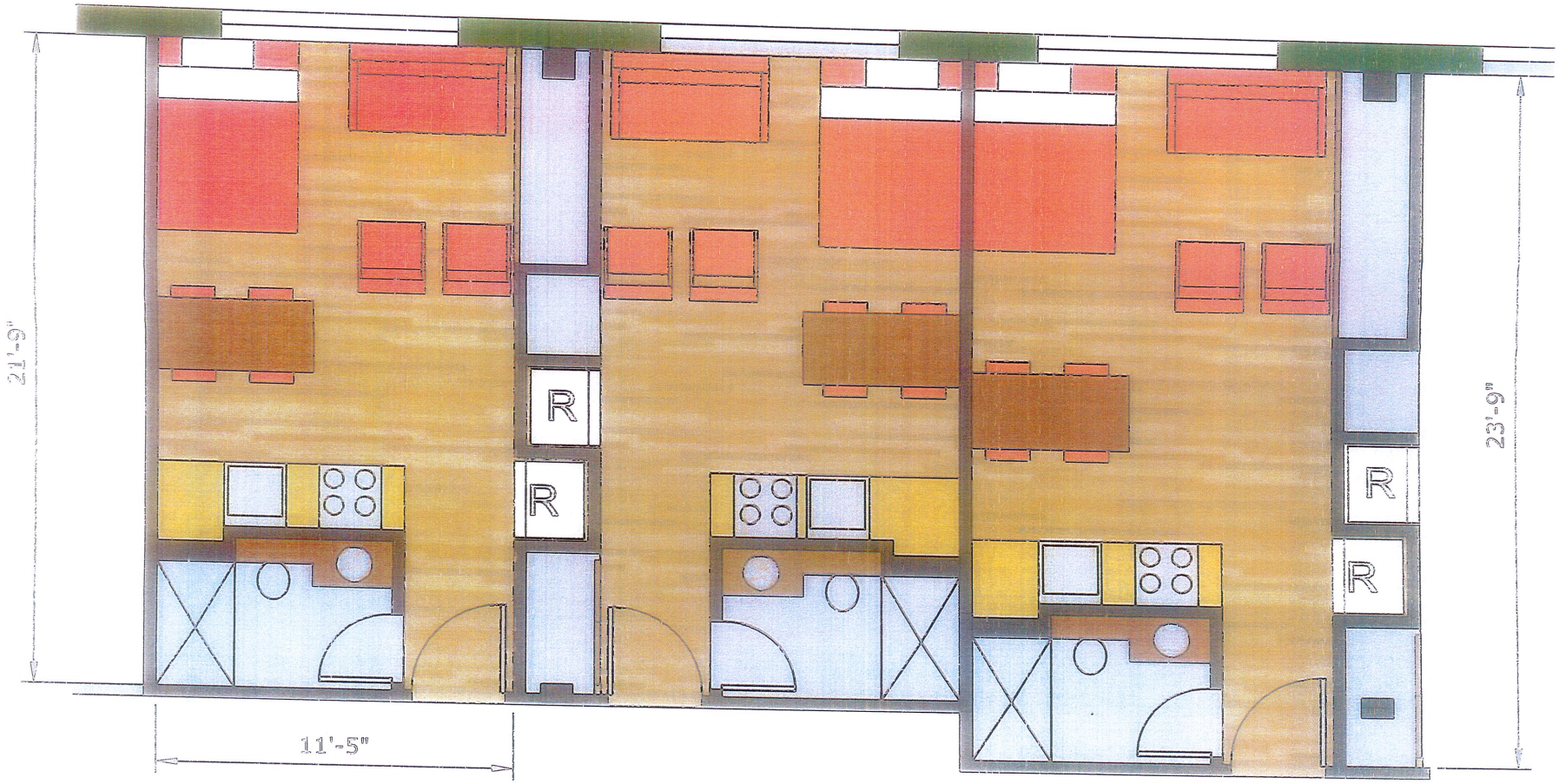


Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Proposed Sustainable Village
Dresden Avenue
Gardiner, ME

Initial Parking Study

Oct. 3, 2019



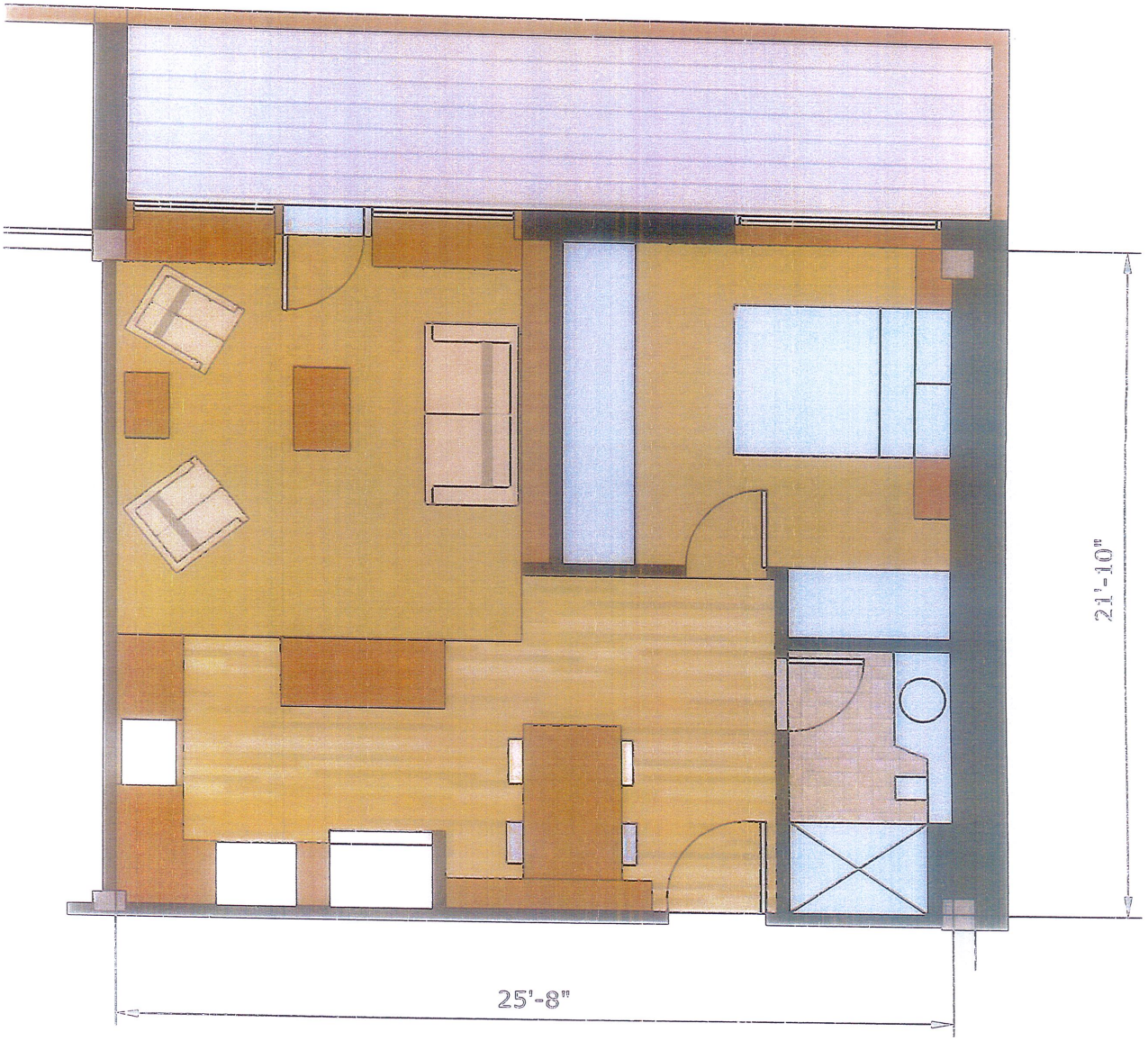
Studio Units
Exist. Corridor

Studio Unit
Plus 2' of Corridor

Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Bldg. 6, Former Gardiner Hospital

Nov. 21, 2019

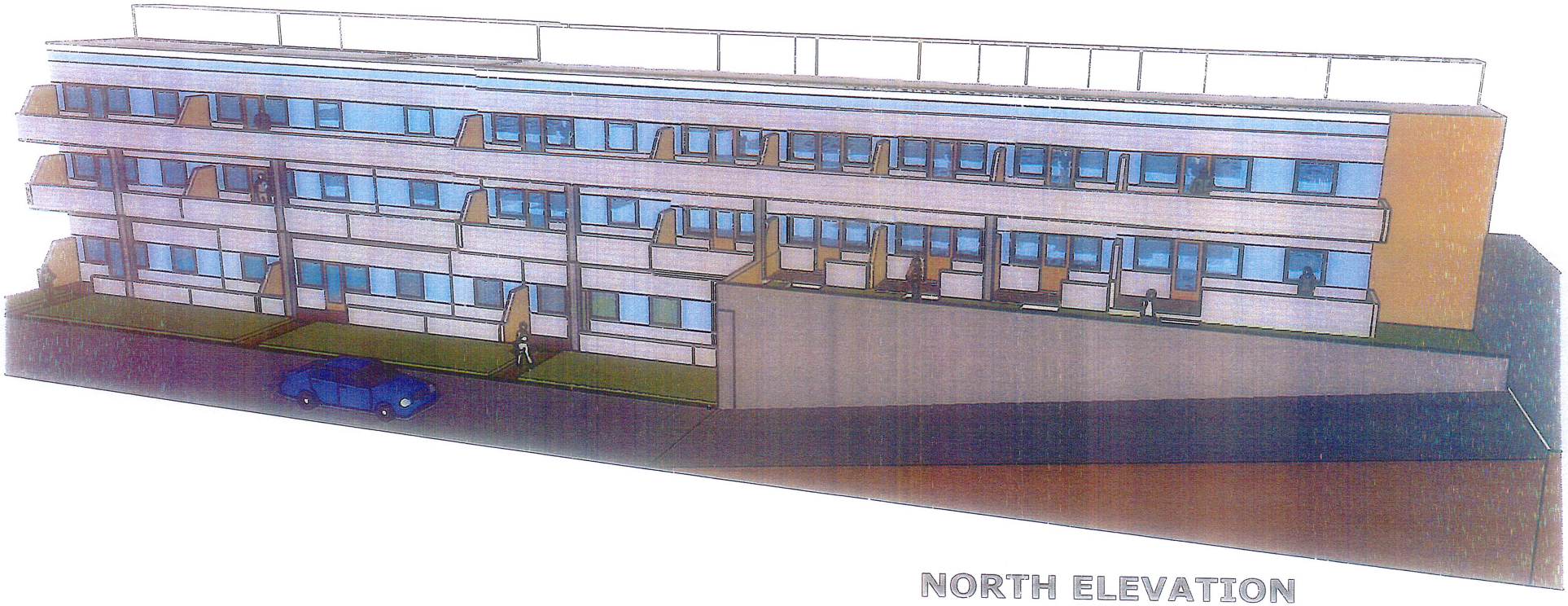


1 BR Unit

Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Bldg. 6, Former Gardiner Hospital

Nov. 21, 2019

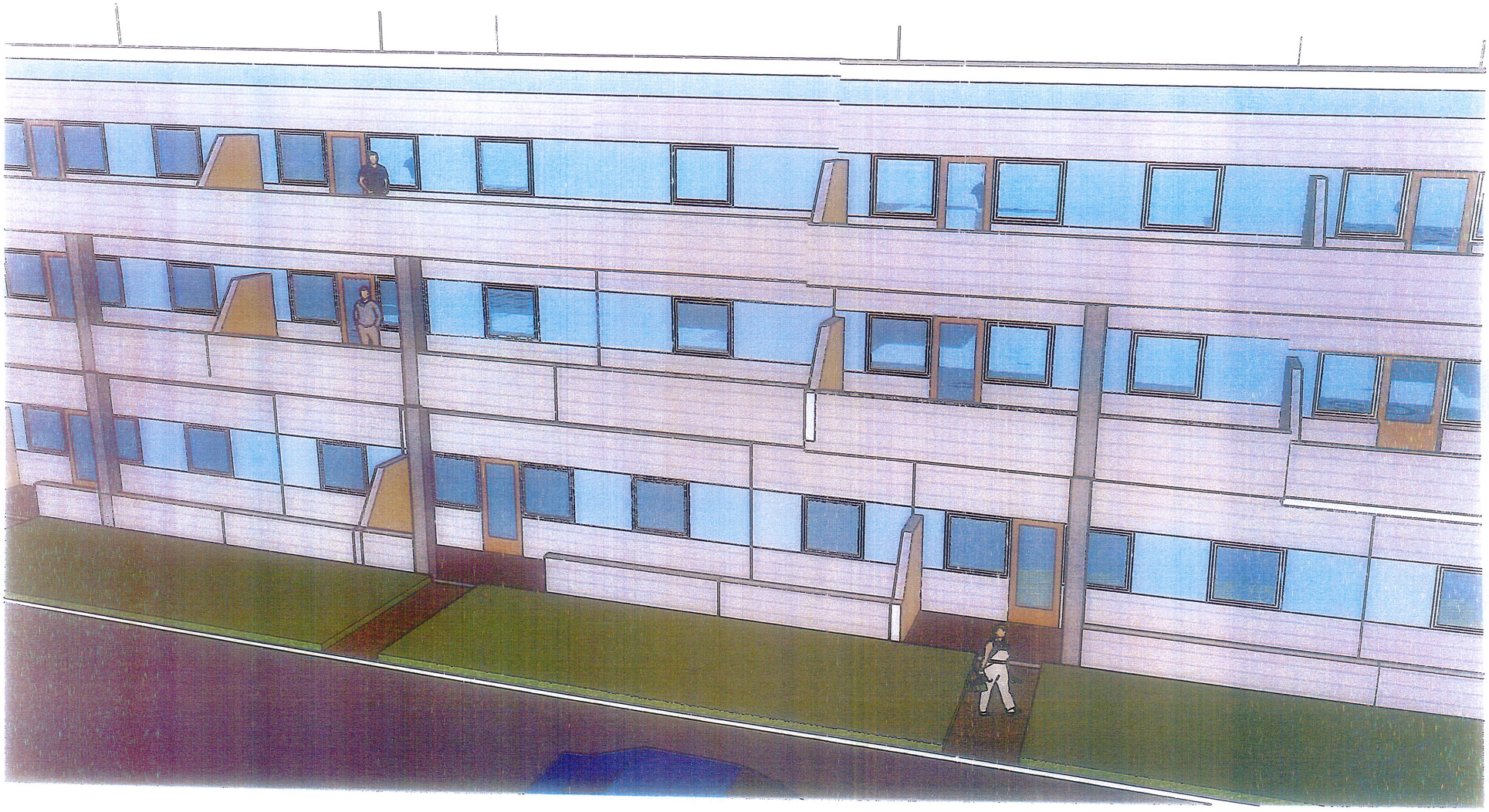


NORTH ELEVATION

Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Bldg. 6, Former Gardiner Hospital
Sketch Proposed Balconies

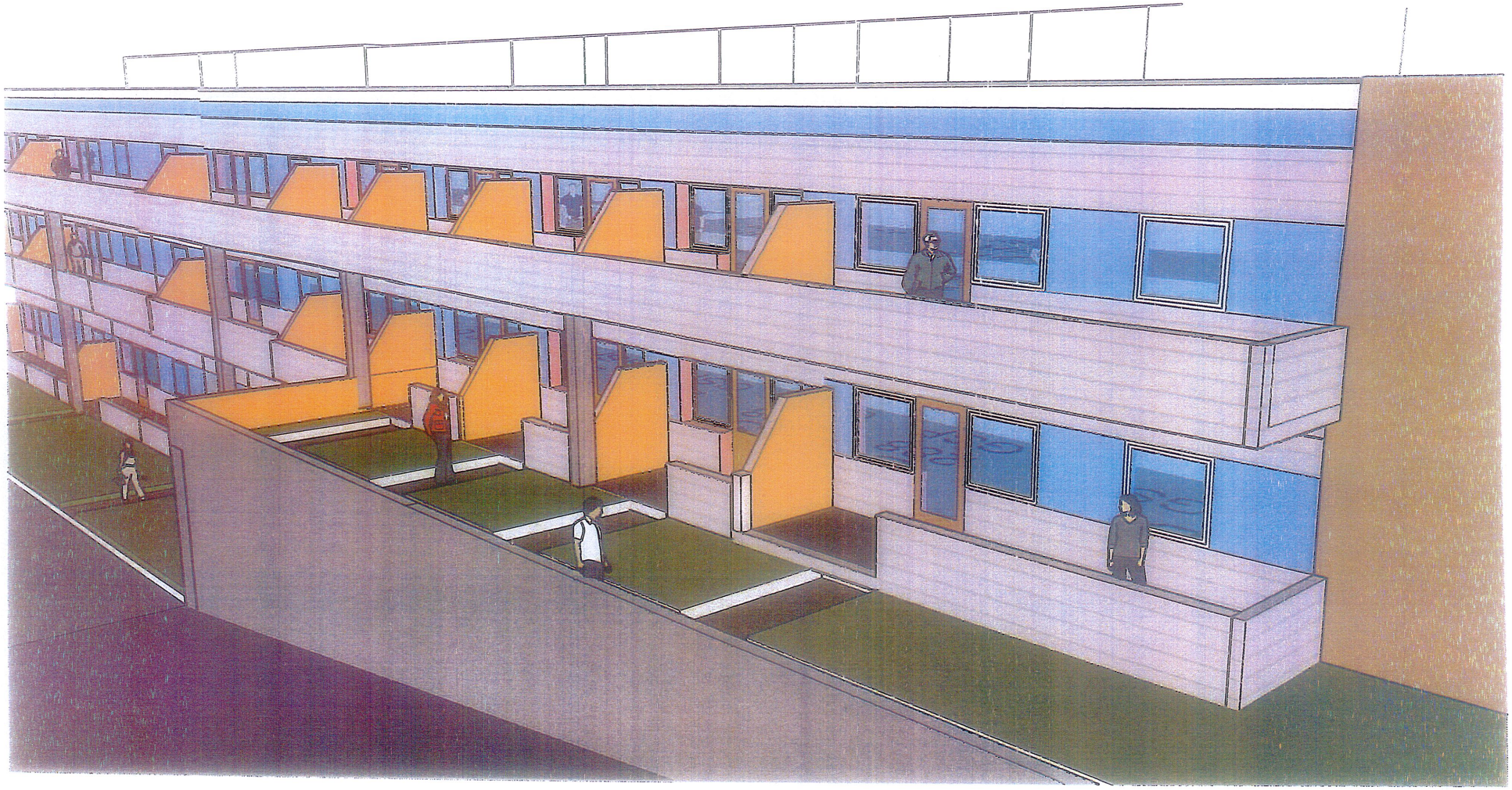
Nov. 15, 2019



Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Bldg. 6, Former Gardiner Hospital
Sketch Proposed Balconies

Nov. 15, 2019



Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

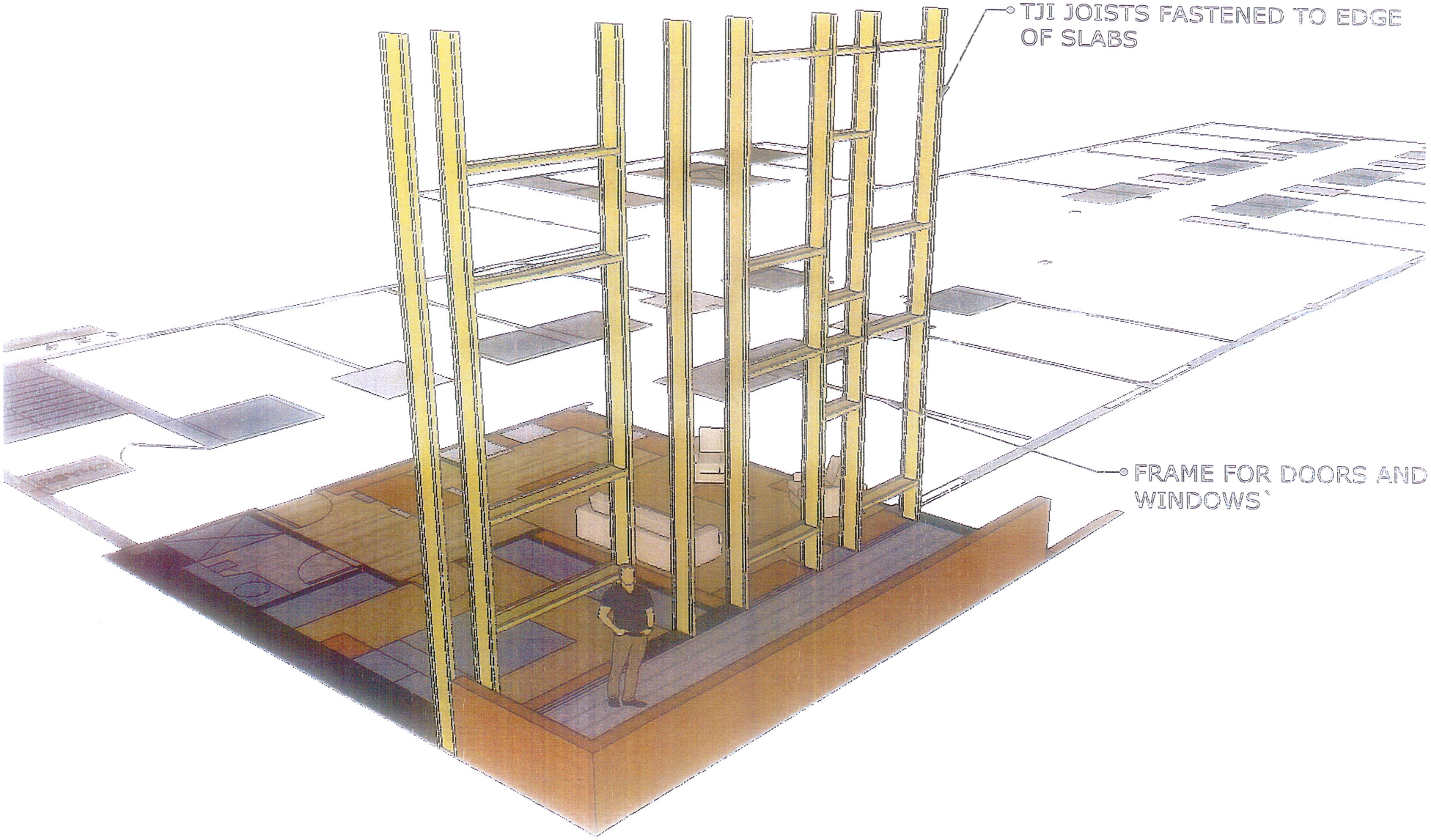
Bldg. 6, Former Gardiner Hospital
Sketch Proposed Balconies

Nov. 15, 2019

Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Bldg. 6, Former Gardiner Hospital
Sketch Proposed Balconies

Nov. 15, 2019

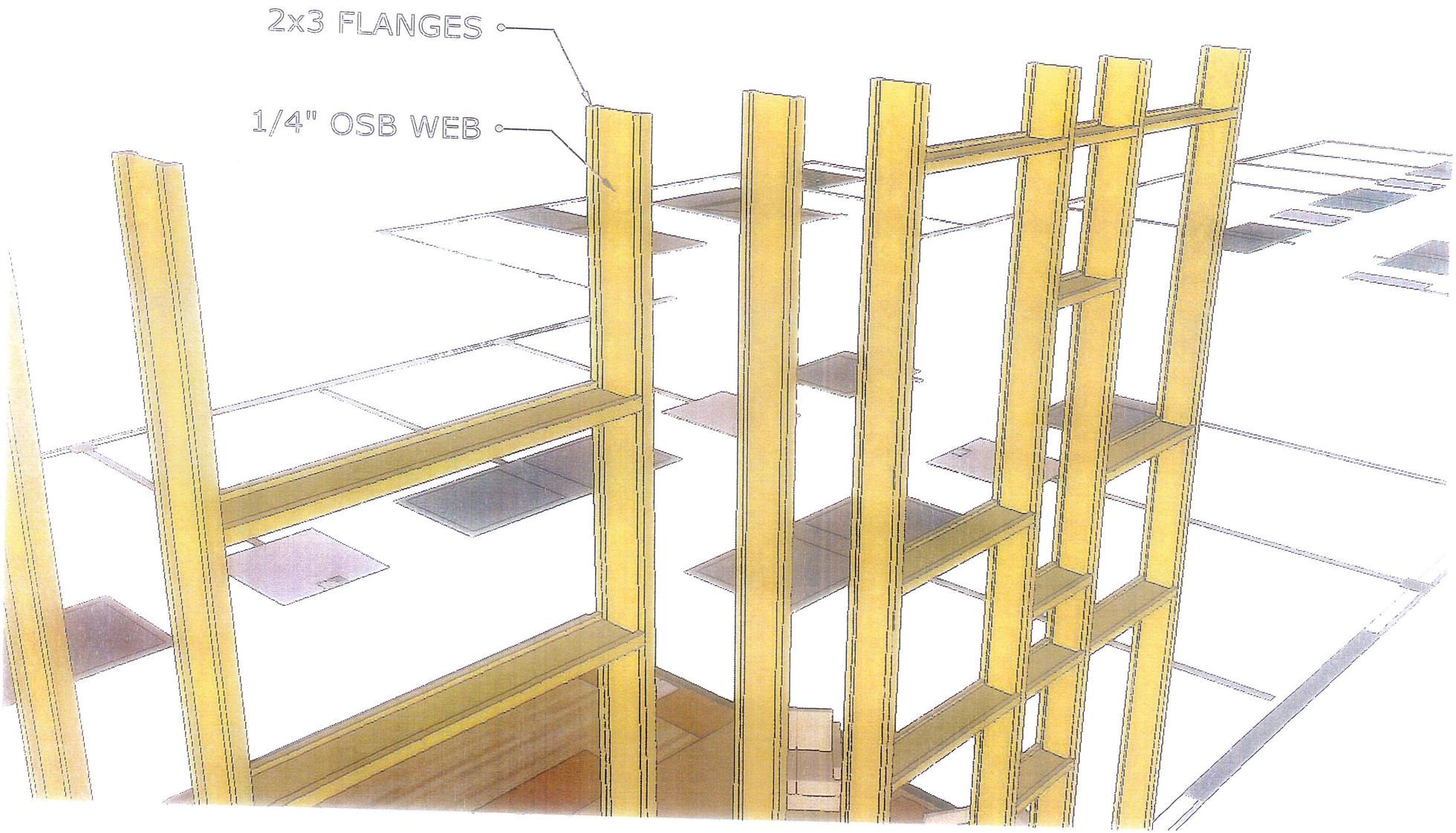


Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Bldg. 6, Former Gardiner Hospital
Sketch Proposed Balconies

Nov. 15, 2019

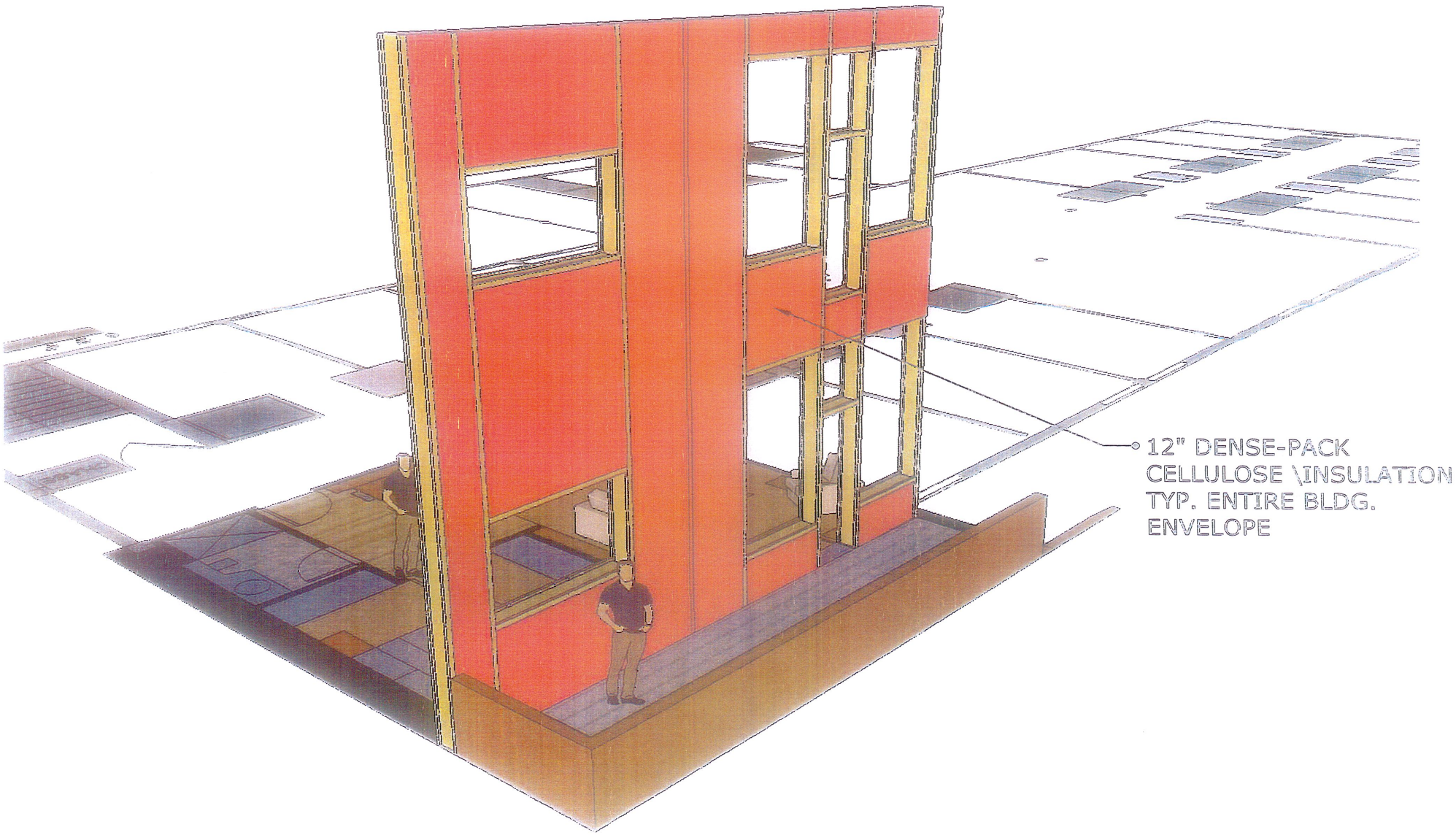
CLOSEUP OF TJIs



Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Bldg. 6, Former Gardiner Hospital
Sketch Proposed Balconies

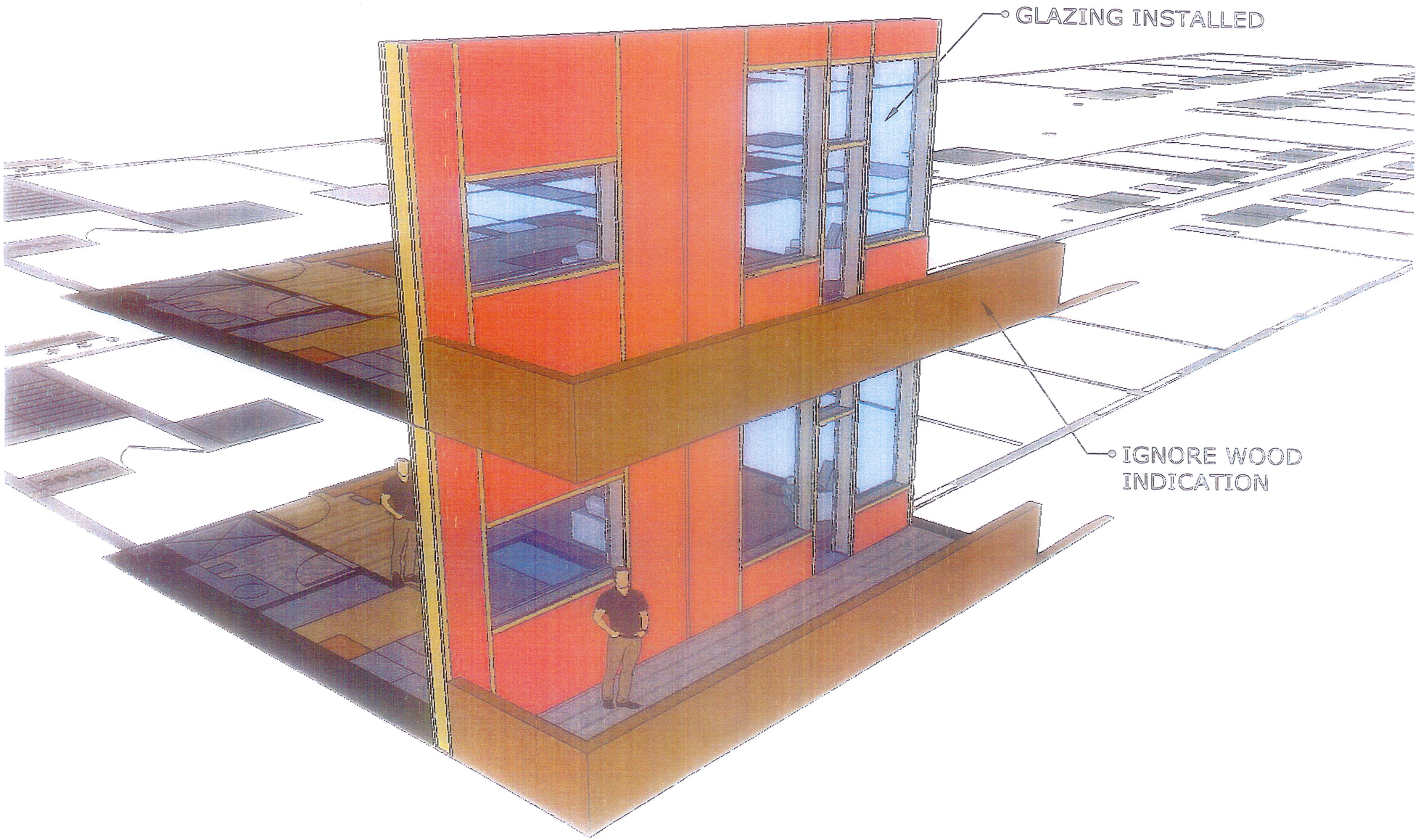
Nov. 15, 2019



Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Bldg. 6, Former Gardiner Hospital
Sketch Proposed Balconies

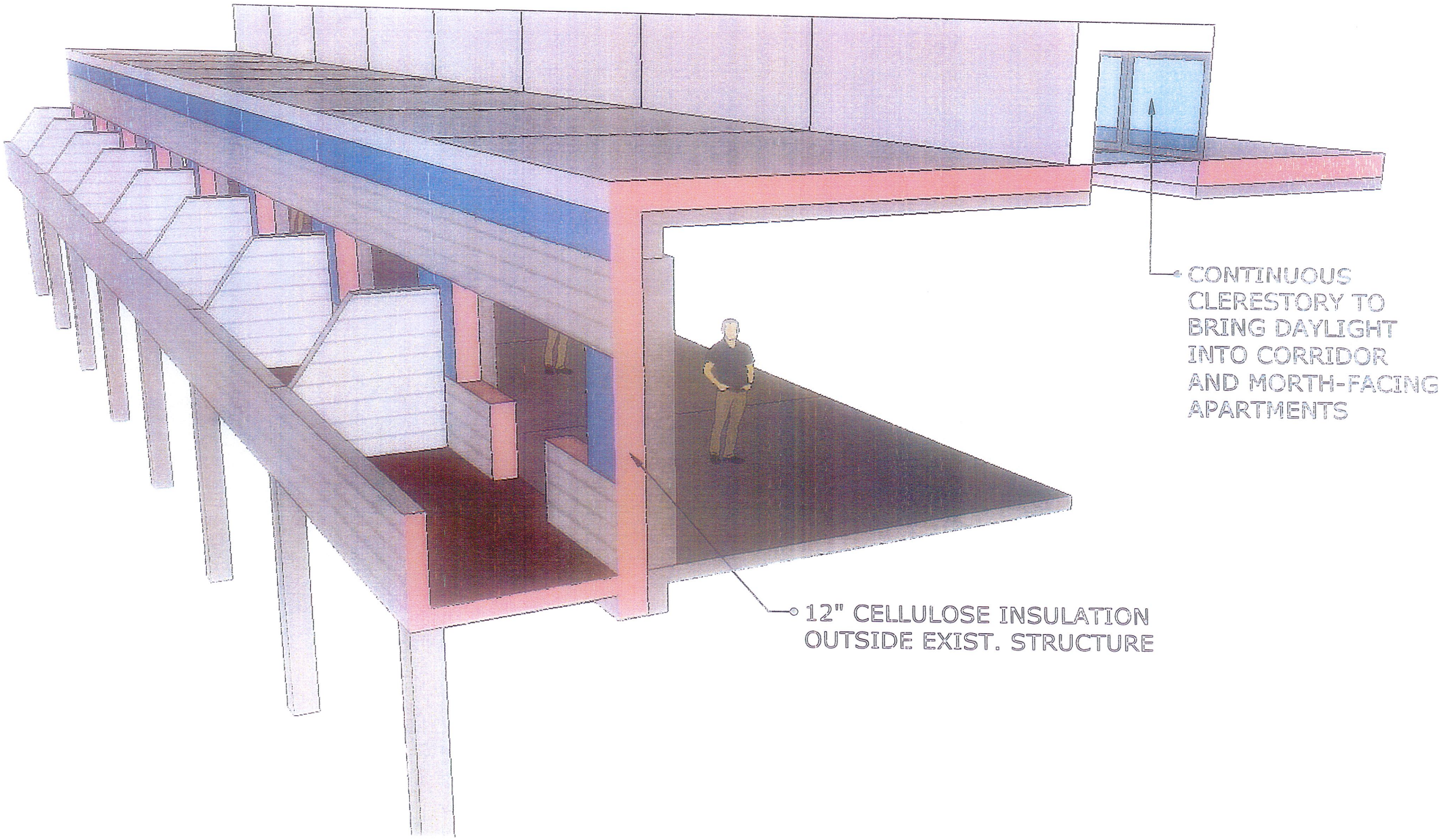
Nov. 15, 2019



Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Bldg. 6, Former Gardiner Hospital
Sketch Proposed Balconies

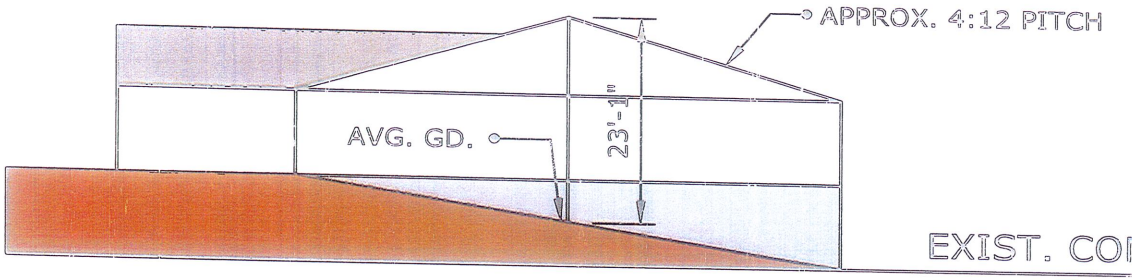
Nov. 15, 2019



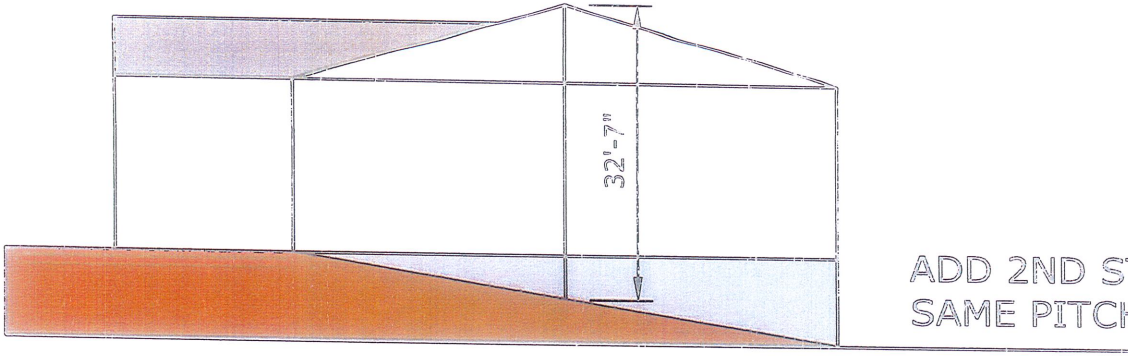
Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Bldg. 6, Former Gardiner Hospital
Sketch Proposed Balconies

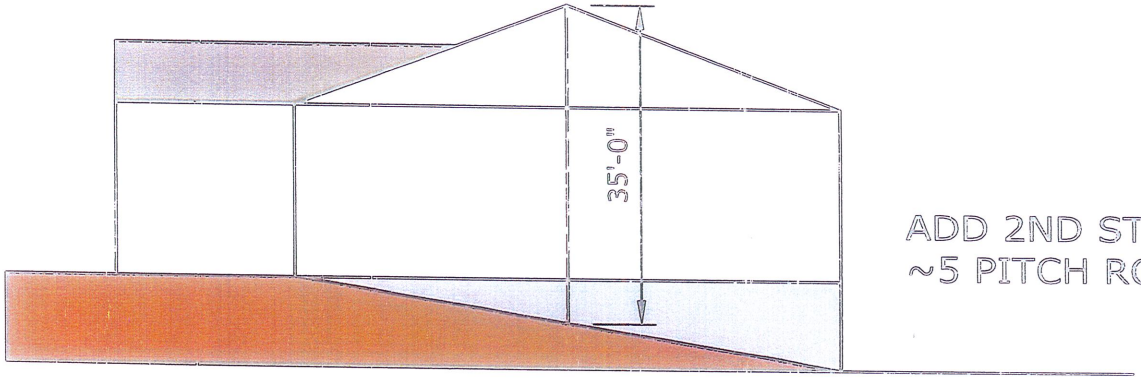
Nov. 15, 2019



EXIST. COND.



ADD 2ND STORY WITH
SAME PITCH ROOF

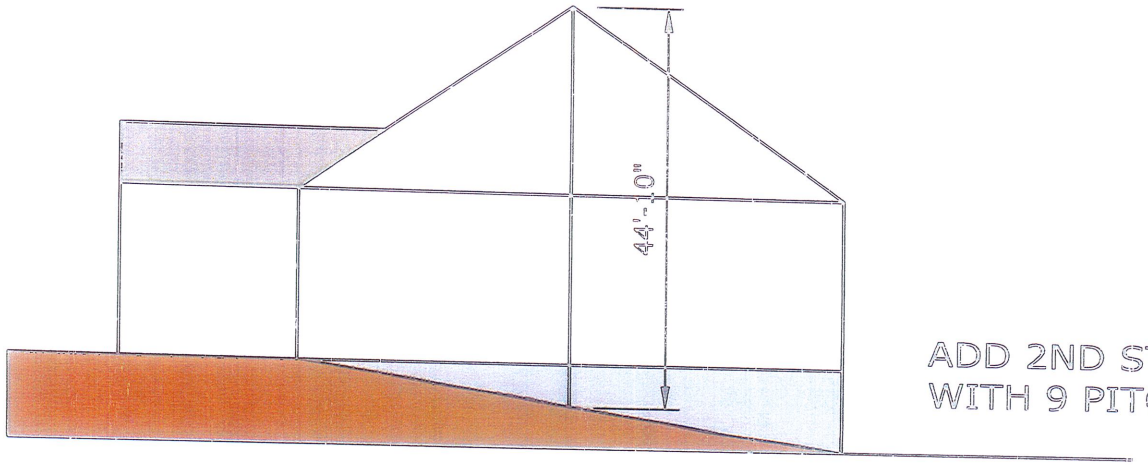


ADD 2ND STORY WITH
~5 PITCH ROOF

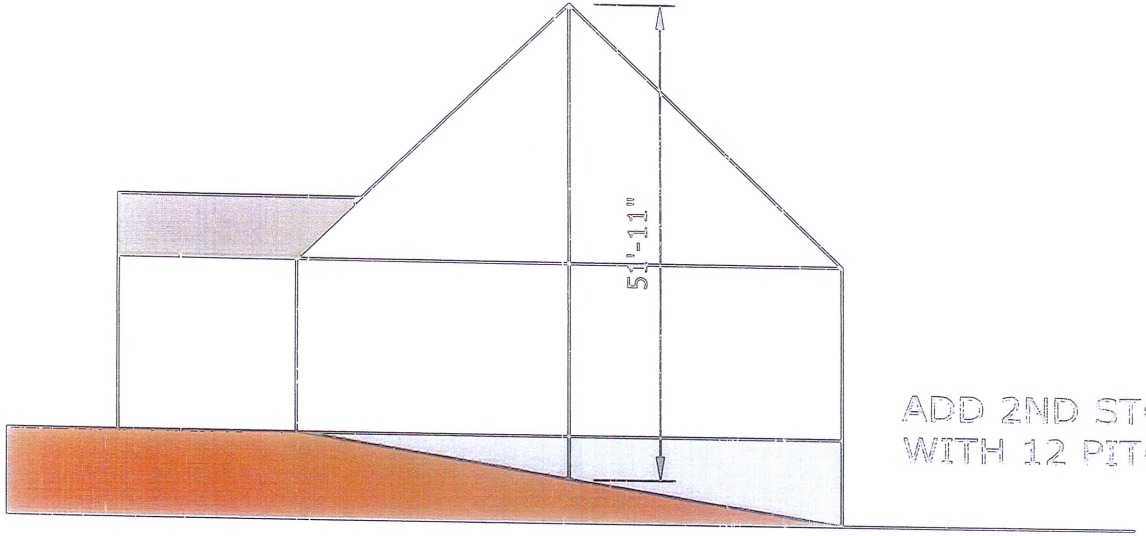
Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Gardiner Green
GFM Roof Study

July 2, 2020



ADD 2ND STORY
WITH 9 PITCH ROOF



ADD 2ND STORY
WITH 12 PITCH ROOF

Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

Gardiner Green
GFM Roof Study

July 2, 2020

Unit Count - Actual and Effective

Building 6 - Main Hospital Building

Apartment Type	Apartment Count By Type Actual Total	Studio or One Bedroom Less Than 800 sf Counts as 0.5 Units	Studio or One Bedroom Greater Than 800 sf	Two Bedroom Less Than 1000 sf Counts as 0.75 Units	Two Bedroom Greater Than 1000 sf	Zoning Effective Total	Comments
Studio	11	11	0	N/A	N/A		
One Bedroom	14	14	N/A	N/A	N/A		
Two Bedroom	9	0	N/A	7	2		
Actual Total Apt Count	34	25	0	7	2		
Effective Apt Count for Zoning		12.5	0	5.25	2	19.75	

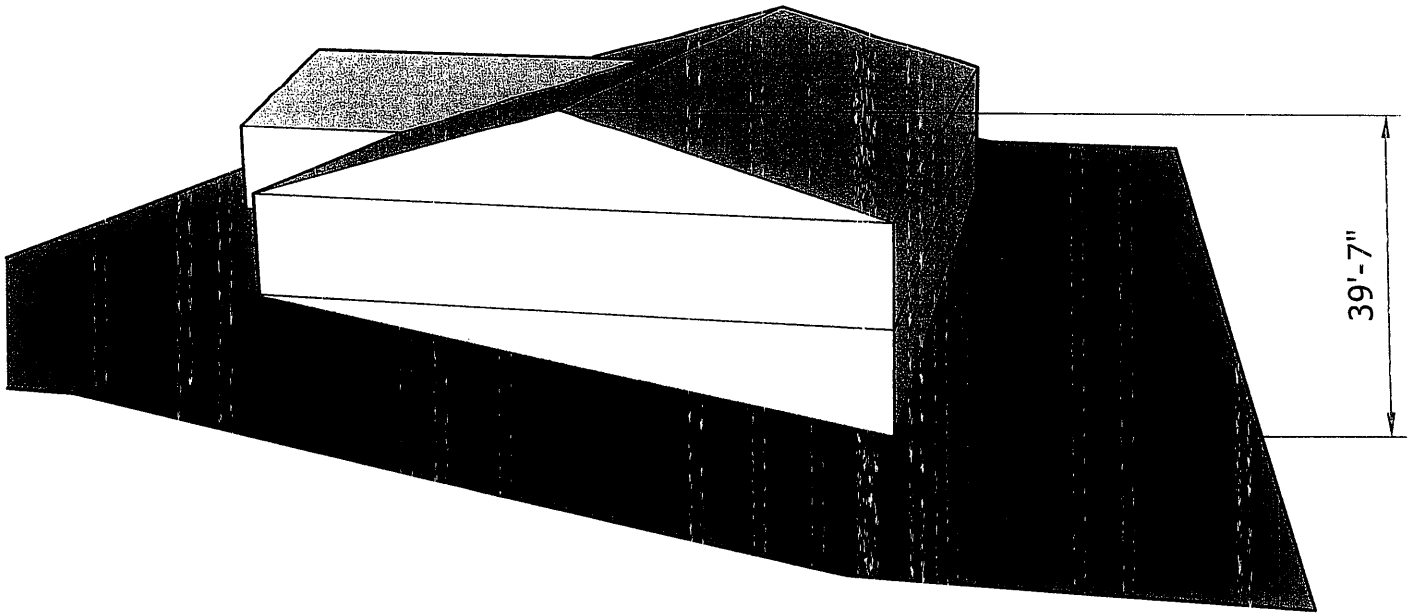
	Actual Total	Two or Three Bedroom Greater Than 1000 sf		
[illegible]	[illegible]	[illegible]	[illegible]	Townhouses Two 2-Story to West and 3-Story to East

	Actual Total	Two or Three Bedroom Greater Than 1000 sf		
Townhouse Buildings for Sale Condo Unit Count	2	2	2	Townhouses

	Actual Total	Two or Three Bedroom Greater Than 1000 sf		
New Construction For Sale Condo Unit Count	17	17	17	Two Freestanding Six Duplex One Triplex

	Actual Total	Two or Three Bedroom Greater Than 1000 sf		
OPM Building For Sale Condo Unit Count	11	11	11	Townhouses Five 2-Story to North Six 3-Story to South

GRAND TOTAL	68	53.75



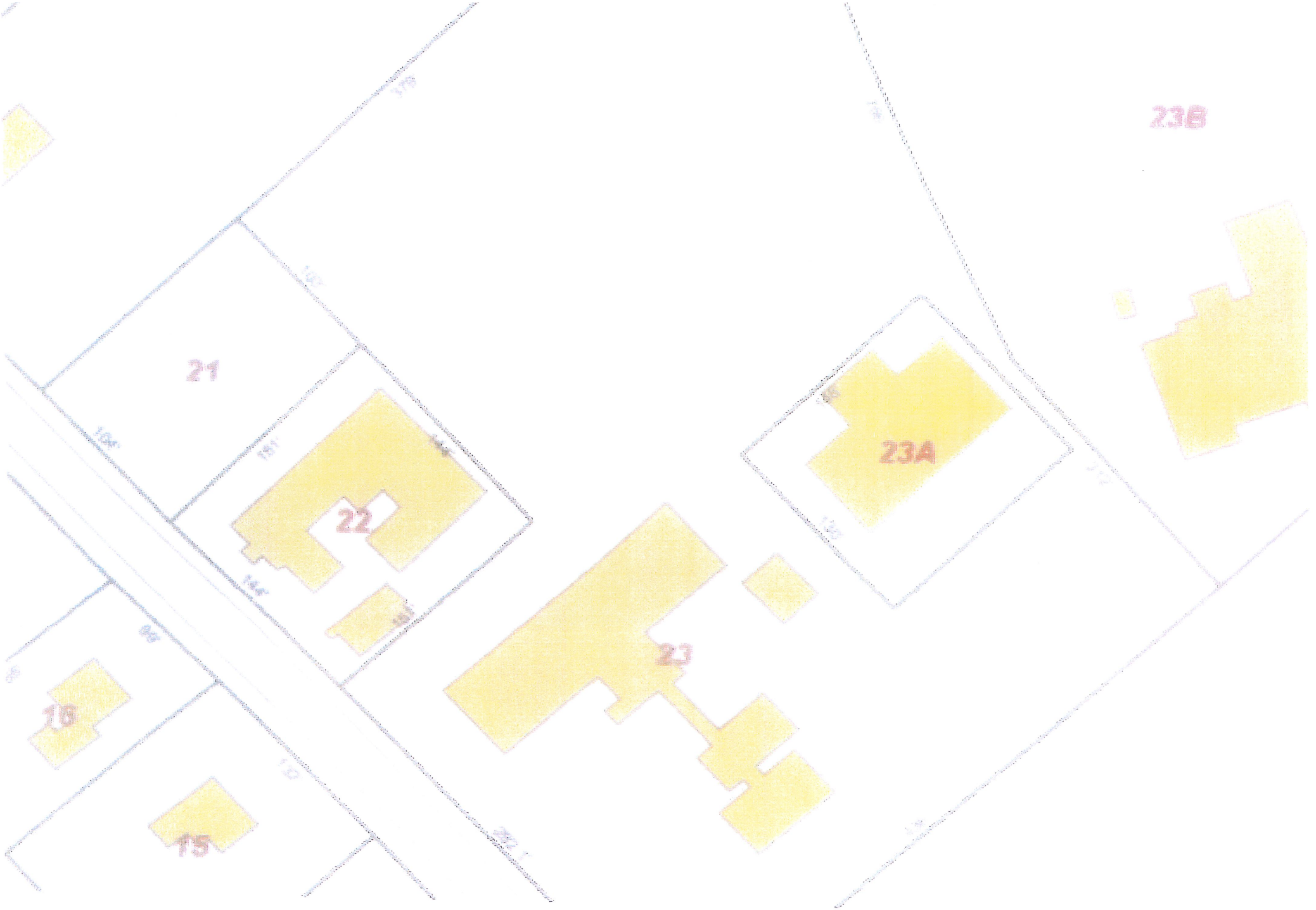
Jim Shipsky Architect
55 Johnson Heights, Waterville, ME 04901
jimshipsky1@gmail.com, 207-649-0363

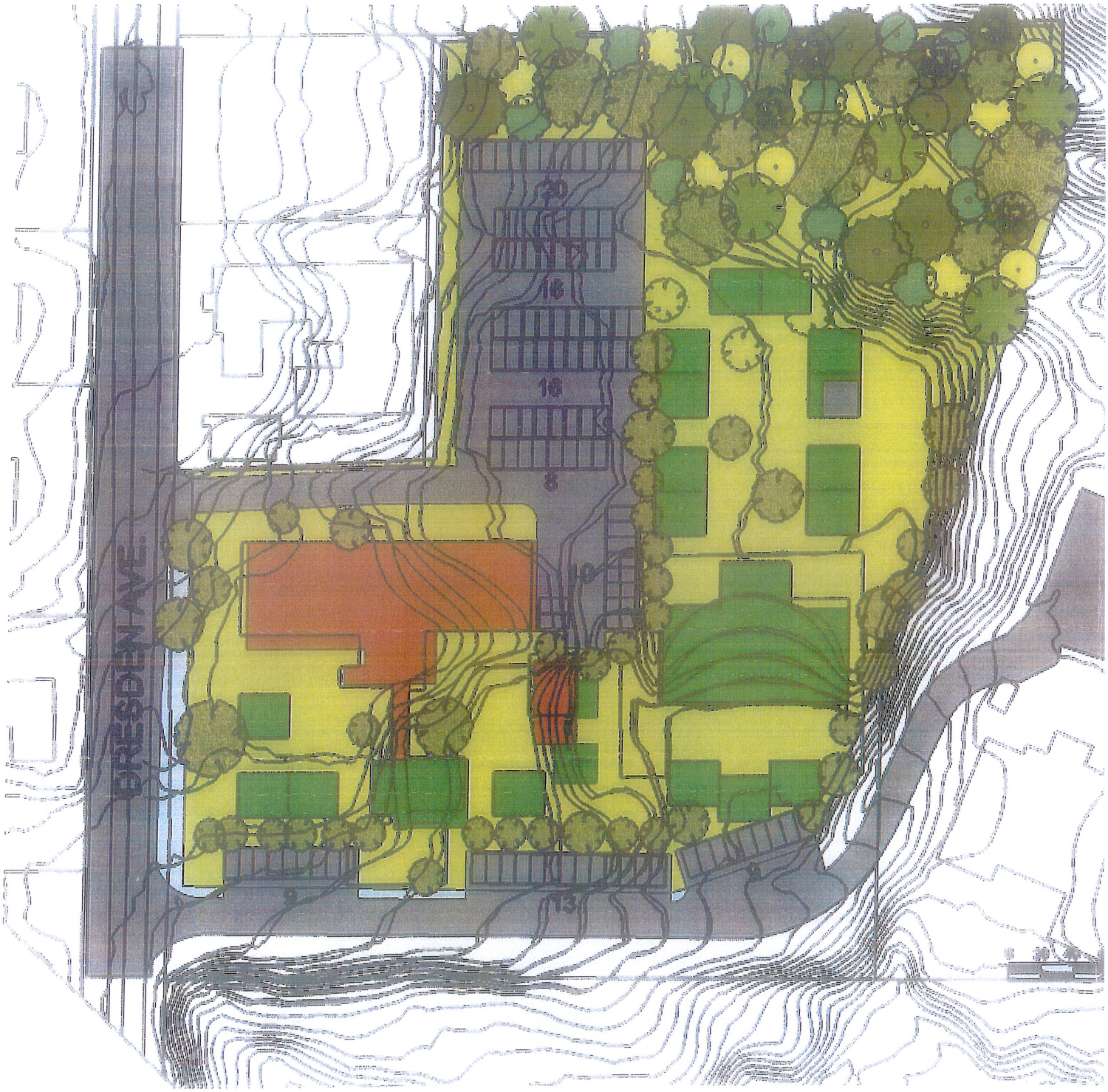
Proposed Sustainable Village
Dresden Avenue
Gardiner, ME

Initial Bldg. Height Study

Oct. 3, 2019


21
22
23A
23
14
25


21
22
23
23A
23B
16
15


PRESIDENT AVE
20
18
16
8
9
13