



**DEVELOPMENT REVIEW APPLICATION**

**RJF Morin Brick, LLC  
Penley Corner Road Pit  
Penley Corner Road  
Auburn, Maine**

**Submitted to:**

**City of Auburn  
60 Court Street  
Auburn, Maine 04210**

**Prepared by:**

**St. Germain  
846 Main Street  
Westbrook, Maine 04092**

**April 2022**

**St. Germain File No.: 3746-0003**



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**Kyle Jacobson, PE  
Project Manager**



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**Patrick J. Coughlin  
Senior Manager**



April 8, 2022

John Blais  
Deputy Director of Planning & Permitting  
City of Auburn  
60 Court Street  
Auburn, Maine 04210

Re: Development Review Application  
RJF Morin Brick, LLC  
Penley Corner Road Pit  
Penley Corner Road, Auburn, Maine  
St.Germain File No.: 3746-0003

Dear Mr. Blais,

On behalf of RJF Morin Brick, LLC (Morin Brick), St.Germain has prepared the enclosed Development Review Application. Morin Brick proposes a clay extraction pit at Tax Map 113, Lot 15. The 50± acre lot is currently undeveloped land with a mixture of field and forested areas. Morin Brick plans to excavate approximately 19 total acres. The excavation will remain five feet above the seasonal high water table, while the working pit area will remain less than 10 acres at a time. The total wetland impact will be approximately 2,662 square feet. No buildings or utilities are proposed as part of this project.

Also enclosed is a check for the application fee of \$900.

If you should have any questions during the review of the materials, please feel free to call me at (207) 591-7000 or e-mail me at [kylej@stgermain.com](mailto:kylej@stgermain.com).

Sincerely,  
ST.GERMAIN

A handwritten signature in blue ink, appearing to read 'KJ', is placed over the printed name of Kyle Jacobson.

Kyle Jacobson, PE  
Project Manager

cc: Louise Wilkinson, Morin Brick

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COVER LETTER

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## City of Auburn, Maine

Office of Planning & Permitting

Eric J. Cousens, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

# Development Review Application

**PROJECT NAME:** Penley Corner Road Pit

**PROPOSED DEVELOPMENT ADDRESS:** Penley Corner Road, Auburn, Maine

**PARCEL ID #:** Map 113, Lot 15

**REVIEW TYPE:**      Site Plan ☒                      Site Plan Amendment ☐  
                                 Subdivision ☐                      Subdivision Amendment ☐

**PROJECT DESCRIPTION:** Please see Attachment 1.

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### CONTACT INFORMATION:

#### Applicant

**Name:** RJF Morin Brick, LLC

**Address:** 130 Morin Brick Road

**City / State:** Auburn, Maine

**Zip Code:** 04210

**Work #:** (207) 784-9375

**Cell #:** N/A

**Fax #:** N/A

**Home #:** N/A

**Email:** lwilkinson@morinbrick.com  
Louise Wilkinson (contact at RJF Morin Brick, LLC)

#### Property Owner

**Name:** Joseph & Stephen Cholewa

**Address:** 2515 Ironbark Drive

**City / State:** Santa Rosa, California

**Zip Code:** 95403

**Work #:** N/A

**Cell #:** N/A

**Fax #:** N/A

**Home #:** N/A

**Email:** N/A

#### Project Representative

**Name:** St.Germain - Kyle Jacobson, PE

**Address:** 846 Main Street

**City / State:** Westbrook, Maine

**Zip Code:** 04092

**Work #:** (207) 591-7000

**Cell #:** (207) 857-7526

**Fax #:** (207) 591-7329

**Home #:** N/A

**Email:** kylej@stgermain.com

#### Other professional representatives for the project (surveyors, engineers, etc.),

**Name:** Please see Attachment 2.

**Address:**

**City / State:**

**Zip Code:**

**Work #:**

**Cell #:**

**Fax #:**

**Home #:**

**Email:**

# PROJECT DATA

The following information is required where applicable, in order complete the application

## IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	0	sq. ft.
Proposed Total Paved Area	0	sq. ft.
Proposed Total Impervious Area	22,323	sq. ft.
Proposed Impervious Net Change	22,323	sq. ft.
Impervious surface ratio existing	0	% of lot area
Impervious surface ratio proposed	<1%	% of lot area

## BUILDING AREA/LOT COVERAGE

Existing Building Footprint	No buildings proposed	sq. ft.
Proposed Building Footprint		sq. ft.
Proposed Building Footprint Net change		sq. ft.
Existing Total Building Floor Area		sq. ft.
Proposed Total Building Floor Area		sq. ft.
Proposed Building Floor Area Net Change		sq. ft.
New Building		(yes or no)
Building Area/Lot coverage existing		% of lot area
Building Area/Lot coverage proposed		% of lot area

## ZONING

Existing	Agriculture & Resource Protection (AG)
Proposed, if applicable	

## LAND USE

Existing	Undeveloped (fields & forests)
Proposed	Clay extraction pit

## RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	N/A
Proposed Number of Residential Units	
Subdivision, Proposed Number of Lots	

## PARKING SPACES

Existing Number of Parking Spaces	Zero (0)
Proposed Number of Parking Spaces	Three (3)
Number of Handicapped Parking Spaces	Zero (0)
Proposed Total Parking Spaces	Three (3)

**ESTIMATED COST OF PROJECT:** \$60,000

## DELEGATED REVIEW AUTHORITY CHECKLIST

### SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	0	sq. ft.
Proposed Disturbed Area	43,389	sq. ft.
Proposed Impervious Area	22,323	sq. ft.

1. If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP.
2. If the proposed impervious area is greater than one acre including any impervious area created since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City.
3. If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.
4. If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.

### TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing (Since July 1, 1997)	0	passenger car equivalents (PCE)
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Total traffic estimated in the peak hour-proposed (Since July 1, 1997)	5 X 1.8 = 9	passenger car equivalents (PCE)
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If the proposed increase in traffic exceeds 100 one-way trips in the peak hour then a traffic movement permit will be required.

### Zoning Summary

1. Property is located in the AG zoning district.  
2. Parcel Area: +/- 50 acres / 2,182,356+/- square feet(sf).  
**Regulations**                      Required/Allowed                      Provided  
Min Lot Area                      10 acres                      /                      +/- 50.1  
Street Frontage                      250 feet                      /                      773 feet  
Min Front Yard                      25 feet                      /                      25 feet  
Min Rear Yard                      25 feet                      /                      25 feet  
Min Side Yard                      15 feet                      /                      15 feet  
Max. Building Height                      35 feet                      /                      N/A  
Use Designation                      /  
Parking Requirement                      1 space/ per                      square feet of floor area  
Total Parking:                      Determined by CEO                      /                      3 employees (3 spaces)  
Overlay zoning districts (if any):                      N/A                      /                      /  
Urban impaired stream watershed?                      YES/NO If yes, watershed name No

## DEVELOPMENT REVIEW APPLICATION SUBMISSION

**Submissions shall include fifteen (15) complete packets containing the following materials:**

1. 5 Full size plans and 10 smaller (no larger than 11" x 17") plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed by the property owner or designated representative.  
(NOTE: All applications will be reviewed by staff and any incomplete application will not be accepted until all deficiencies are corrected.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

**Refer to the application checklist for a detailed list of submittal requirements.**

**To view the City of Auburn Zoning Ordinance, go to:**

[www.auburnmaine.gov](http://www.auburnmaine.gov) under City Departments / Planning, Permitting & Code / Subdivisions / Land Use / Zoning Ordinance

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

**This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.**

Signature of Applicant:

*Laurie Wilkinson*

Date:

*4/8/22*



## City of Auburn, Maine

Office of Planning & Permitting

Eric J. Cousens, Director

60 Court Street | Auburn, Maine 04210

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 207.333.6601

### Development Review Checklist

The following information is required where applicable to be submitted for an application to be complete

PROJECT NAME: Penley Corner Road Pit

PROPOSED DEVELOPMENT ADDRESS: Penley Corner Road, Auburn, Maine

PARCEL #: Map 113, Lot 15

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
		<i>Applicant</i>	<i>Staff</i>	
<b>Site Plan</b>				
	Owner's Names/Address	X		
	Names of Development	X		
	Professionally Prepared Plan	X		
	Tax Map or Street/Parcel Number	X		
	Zoning of Property	X		
	Distance to Property Lines	X		
	Boundaries of Abutting land	X		
	Show Setbacks, Yards and Buffers	X		
	Airport Area of Influence	N/A		
	Parking Space Calcs	X		
	Drive Openings/Locations	N/A		
	Subdivision Restrictions	N/A		
	Proposed Use	X		
	PB/BOA/Other Restrictions	X		
	Fire Department Review			
	Open Space/Lot Coverage	X		

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
<b>Landscape Plan</b>		<i>Applicant</i>	<i>Staff</i>	
	Greenspace Requirements	N/A		
	Setbacks to Parking	N/A		
	Buffer Requirements	x		
	Street Tree Requirements	N/A		
	Screened Dumpsters	N/A		
	Additional Design Guidelines	N/A		
	Planting Schedule	N/A		
<b>Stormwater &amp; Erosion Control Plan</b>		<i>Applicant</i>	<i>Staff</i>	
	Compliance w/ chapter 500	N/A		
	Show Existing Surface Drainage	N/A		
	Direction of Flow	N/A		
	Location of Catch Basins, etc.	N/A		
	Drainage Calculations	N/A		
	Erosion Control Measures	X		
	Maine Construction General Permit			
	Bonding and Inspection Fees			
	Post-Construction Stormwater Plan	N/A		
	Inspection/monitoring requirements	N/A		
<b>Lighting Plan</b>		<i>Applicant</i>	<i>Staff</i>	
	Full cut-off fixtures	N/A		
	Meets Parking Lot Requirements	N/A		
<b>Traffic Information</b>		<i>Applicant</i>	<i>Staff</i>	
	Access Management	N/A		
	Signage			
	PCE - Trips in Peak Hour	N/A		

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
	Vehicular Movements	N/A		
	Safety Concerns	N/A		
	Pedestrian Circulation	N/A		
	Police Traffic	N/A		
	Engineering Traffic	N/A		
<b>Utility Plan</b>		<i>Applicant</i>	<i>Staff</i>	
	Water	N/A		
	Adequacy of Water Supply	N/A		
	Water main extension agreement	N/A		
	Sewer	N/A		
	Available city capacity	N/A		
	Electric	N/A		
	Natural Gas	N/A		
	Cable/Phone	N/A		
<b>Natural Resources</b>		<i>Applicant</i>	<i>Staff</i>	
	Shoreland Zone	X		
	Flood Plain	X		
	Wetlands or Streams	X		
	Urban Impaired Stream	X		
	Phosphorus Check	N/A		
	Aquifer/Groundwater Protection	X		
	Applicable State Permits	X		
	Lake Auburn Watershed	N/A		
	Taylor Pond Watershed	N/A		
<b>Right, Title or Interest</b>		<i>Applicant</i>	<i>Staff</i>	
	Verify	X		
	Document Existing Easements, Covenants, etc.	X		

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
<b>Technical &amp; Financial Capacity</b>		<i>Applicant</i>	<i>Staff</i>	
	Cost Est./Financial Capacity	X		
	Performance Guarantee	N/A		
<b>State Subdivision Law</b>		<i>Applicant</i>	<i>Staff</i>	
	Verify/Check	N/A		
	Covenants/Deed Restrictions	N/A		
	Offers of Conveyance to City	N/A		
	Association Documents	N/A		
	Location of Proposed Streets & Sidewalks	N/A		
	Proposed Lot Lines, etc.	N/A		
	Data to Determine Lots, etc.	N/A		
	Subdivision Lots/Blocks	N/A		
	Specified Dedication of Land	N/A		
<b>Additional Subdivision Standards</b>		<i>Applicant</i>	<i>Staff</i>	
	Mobile Home Parks	N/A		
	PUD	N/A		
<b>A JPEG or PDF of the proposed site plan</b>		<i>Applicant</i>	<i>Staff</i>	
		X		
<b>Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving</b>				

## **1.0 PROJECT DESCRIPTION & CONSTRUCTION SCHEDULE**

### **1.1 Project Description**

RJF Morin Brick, LLC (Morin Brick) seeks to develop a 50± acre lot on Penley Corner Road in Auburn, Maine, for clay extraction and eventual reclamation (see Site Plan in Attachment 15). The lot is currently undeveloped land with a mixture of field and forested areas. Morin Brick plans to excavate approximately 19 total acres. The excavation will remain five feet above the seasonal high water table, while the working pit area will remain less than 10 acres at a time. Impacts to wetlands have been avoided to a large extent and the remaining impacts will be approximately 2,662 square feet. A gravel driveway with 22,323 square feet of impervious surface will provide access to the proposed pit. No buildings or utility connections are proposed. The excavation area will be internally drained with no stormwater leaving the excavation area.

The property is owned by Joseph & Stephen Cholewa. Morin Brick will lease the property from the owners (see Deed and Lease Agreement in Attachment 3).

### **1.2 Construction Schedule**

Immediately following approval, Morin Brick will work with a qualified contractor to plan the construction. Work will begin as the permitting and weather allow in the summer of 2022. A breakdown of the expected phasing is as follows:

Planning Board Approval: May 2022  
Contractor Coordination: May-June 2022  
Construction Start: June-July 2022  
Completion of Construction: Seasonally  
Reclamation of Site: Seasonally

## **2.0 OTHER PROFESSIONAL REPRESENTATIVES**

### **2.1 Wetland Scientist**

Mainely Soils, LLC conducted a wetland and waterbody delineation of the subject property in November 2021. Please see below for additional information:

**Name:** Mainely Soils, LLC – Alexander A. Finamore, CWS, LSE#391  
**Address:** 17 Leonov Lane  
**City/State:** Richmond, Maine  
**Zip Code:** 04357  
**Work #:** (207) 650-4313  
**Email:** mainlysoils@gmail.com

### **2.2 Surveyor**

Survey, Inc. performed a boundary survey and a partial topographic survey of the subject property in December 2021 and April 2022. Please see below for additional information:

**Name:** Survey, Inc. – William Shippen, PLS#2118  
**Address:** 936 Roosevelt Trail, Unit 5  
**City/State:** Windham, Maine  
**Zip Code:** 04062  
**Work #:** (207) 892-2556  
**Email:** wshippen@surveyincorporated.com

### **3.0 RIGHT, TITLE, OR INTEREST**

The deed for the parcel and the lease agreement between Morin Brick and the property owners are included in this section. The lease agreement provides Morin Brick with the right to excavate on the property.

Bk 9914 Pg 156 #14746  
08-21-2018 @ 03:56p

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

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

DLN 1001840035323

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

MAINE SHORT FORM RELEASE DEED

MAINE REAL ESTATE  
TRANSFER TAX PAID

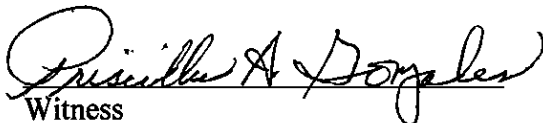
We, **JOSEPH CHOLEWA**, married, of Santa Rosa, California, and **STEPHEN W. CHOLEWA**, unmarried, of Auburn, Androscoggin County, Maine, for consideration paid, release to **JOSEPH CHOLEWA**, whose mailing address is 2515 Ironbark, Drive, Santa Rosa, California 95403, **STEPHEN W. CHOLEWA**, whose mailing address is 263 Penley Corner Road, Auburn, Maine 04210, and **AMANDA BETH AREND (formerly known as Amanda Beth Cholewa)**, whose mailing address is 2209 Sonoma Avenue, Santa Rosa, California 95405, and **JUSTIN NICHOLAS CHOLEWA**, whose mailing address is 2583 B Street, #2, San Diego, CA 92102, and **STEFANIE RENEE CHOLEWA-ARCHIBEQUE**, whose mailing address is 315 Rosa Avenue, Winters, California 95694, and **JONATHAN MICHAEL CHOLEWA**, whose mailing address is 274 S. Pierce Street, EL Cajon, California 92020, as joint tenants, a certain lot or parcel of land, with any buildings thereon, situated in Auburn, County of Androscoggin, and State of Maine, being further described in the attached Exhibit A.


The premises are conveyed subject to any easements and restrictions of record, and this deed includes all rights, easements, privileges and appurtenances belonging to the premises hereinabove described.

The conveyance from Joseph Cholewa is made from parent to children for no monetary consideration.

Diana L. Cholewa, spouse of Joseph Cholewa, joins in this conveyance for the purpose of releasing any interest she may have in the premises described herein.

WITNESS my hand this 17<sup>th</sup> day of August, 2018.

  
Witness

  
Diana L. Cholewa

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

WITNESS my hand this 20<sup>th</sup> day of August, 2018.

Diane M. Thomas  
Witness

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

WITNESS my hand this 20<sup>th</sup> day of August, 2018.

Joseph Cholewa  
Joseph Cholewa

STATE OF MAINE  
COUNTY OF ANDROSCOGGIN, SS

Then personally appeared the above named Joseph Cholewa, known to me, this \_\_\_\_\_ day of August, 2018 and acknowledged before me the foregoing instrument to be his free act and deed.

Diane M. Thomas  
Notary Public, DIANE M. THOMAS  
Name: \_\_\_\_\_ NOTARY PUBLIC, MAINE  
My commission expires \_\_\_\_\_ MY COMMISSION EXPIRES 2020

WITNESS my hand this 20<sup>th</sup> day of August, 2018.

Diane M. Thomas  
Witness

Stephen W. Cholewa  
Stephen W. Cholewa

STATE OF MAINE  
COUNTY OF ANDROSCOGGIN, SS

Then personally appeared the above named Stephen W. Cholewa, known to me, this \_\_\_\_\_ day of August, 2018 and acknowledged before me the foregoing instrument to be his free act and deed.

Diane M. Thomas  
Notary Public, DIANE M. THOMAS  
Name: \_\_\_\_\_ NOTARY PUBLIC, MAINE  
My commission expires \_\_\_\_\_ MY COMMISSION EXPIRES JULY 19, 2020

**TITLE NOT SEARCHED BY THE PREPARER OF THIS DEED**

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

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

N O T      **EXHIBIT A**      N O T  
A N      A N

A certain lot or parcel of land situated in Auburn, County of Androscoggin and State of Maine,  
bounded and described as follows:

C O P Y

Beginning at a stake and stones on the southeasterly side of the town road leading by the farm formerly belonging to the heirs of Theophilus Libby and at the northeast corner of farm formerly of William Wagg;

Thence southeasterly on line of said Wagg farm two hundred four and one-half (204 ½) rods to a stake spotted by a stump on line of land of one Pike formerly of Mark Leach land;

Thence turning and running northeasterly on line of said Pike land twenty-five (25) rods to a stake and stones on said line;

Thence running northwesterly nearly parallel with the first mentioned line about sixty-eight (68) rods to a stake and stones fixed as a corner;

Thence northeasterly twenty-one (21) rods and twenty-two (22) links to a stake and stones;

Thence northwesterly on a line parallel with said Wagg line one hundred thirty-six (136) rods to a stake and stones and a stump marked by the southeasterly side of said town road;

Thence southwesterly by said town road forty-six (46) rods and nine (9) links to the place of beginning.

FOR SOURCE OF TITLE reference is made to a Personal Representative's Deed of Distribution from the Estate of Cecilia B. Cholewa to Stephen W. Cholewa and Joseph Cholewa dated May 10, 2011 and recorded in the Androscoggin County Registry of Deeds in Book 8273, Page 96.

O:\Androsc\WPDOCS\DIANET\ - MISCELLANEOUS\MISC 2018\CHOLEWA, JOSEPH\Land only - Penley Corner Rd, Auburn, ME - RELEASE DEED.doc

ANDROSCOGGIN COUNTY  
*Tha R. Chaumard*  
REGISTER OF DEEDS

## GROUND LEASE

This GROUND LEASE (this "Lease") is made and entered into as of February \_\_, 2022 (the "Effective Date") by and between JOSEPH CHOLEWA, an individual with a mailing address of 2515 Ironbark Drive, Santa Rosa, CA 95403, STEPHEN W. CHOLEWA, an individual with a mailing address of 263 Penley Corner Road, Auburn, ME 04210, AMANDA BETH AREND, an individual with a mailing address of 2209 Sonoma Avenue, Santa Rosa, CA 95405, JUSTIN NICHOLAS CHOLEWA, an individual with a mailing address of 1691 N. Franklin St. #303, Denver, CO 80218, STEPHANIE RENEE CHOLEWA-ARCHIBEQUE, an individual with a mailing address of 315 Rosa Avenue, Winters, CA 95694, and JONATHAN MICHAEL CHOLEWA, an individual with a mailing address of P.O. Box 12054, El Cajon, CA 92022, ("Landlord") and RJF - MORIN BRICK, LLC, a Maine limited liability company ("Tenant" and, together with Landlord, each, a "Party" and together, the "Parties").

### RECITALS

A. WHEREAS, Landlord is the owner of that certain real property, along with any and all easements, rights (including without limitation, any and all access rights), privileges and appurtenances associated therewith, located at 263 Penley Corner Road, Auburn, in the County of Androscoggin, State of Maine, consisting of approximately fifty and fourteen hundredths (50.14) acres, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property").

B. WHEREAS, Landlord desires to lease the Property that is approximately fifty and fourteen hundredths (50.14) acres of the Property as depicted on Exhibit B (the "Land") together with all appurtenant rights and easements thereto to Tenant for the purposes of installing, operating, maintaining and removing certain improvements, including but not limited to an access road, (collectively, the "Facility" or "Facilities").

C. NOW, THEREFORE, in consideration of the rents, covenants and agreements herein contained on the part of Tenant, Landlord and its successors and assigns, agrees to and does hereby lease to Tenant, and Tenant agrees to and does hereby lease from Landlord, subject to the terms and conditions of this Lease, a leasehold estate in the Land, together with all right, title and interest of Landlord in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, and all right, title and interest, if any, of Landlord in any land lying in the bed of any street, avenue or alley adjoining the parcel of land described above to the center line thereof, to have and to hold the aforesaid Land and appurtenant interests unto Tenant for the Term, and Landlord and Tenant hereby covenant and agree as follows:

1. Recitals; Definitions. The Recitals set forth above and the Exhibits attached to this Lease are each incorporated into the body of this Lease as if set forth in full. All capitalized terms used in the body of this Lease shall have the meaning as set forth herein, whether defined before or after said terms are used herein.

2. Term of Lease; Extension Option.

(a) Term. The initial Term of the Lease shall consist of a Development Term and Operating Term. The "Development Term" is for a period of one (1) year commencing on the Effective Date hereof and provided, however, that, Tenant shall have the right to extend the Development Term for up to an additional one (1) year period by delivering written notice to Landlord on or before the first (1<sup>st</sup>) anniversary of the Effective Date. Notwithstanding anything to the contrary contained herein, in the event that the Commercial Operation Date has not occurred prior to the expiration of the Development Term despite the fact that Tenant has commenced construction of the clay mining operation at the Land during the Development Term, the Development Term will automatically be extended until such date that the Commercial Operation Date occurs. "Operating Term" shall mean that period of time commencing on the Commercial Operation Date and terminating on the fifth (5<sup>th</sup>) anniversary thereof date on which (a) completion of the construction and successful clay mining ("Commercial

Operation Date)). Landlord and Tenant agree to promptly execute and deliver a written memorandum confirming the Commercial Operation Date, the Land and the annual Operating Rent for the Land, in the form attached to the Lease as Exhibit D. Tenant shall promptly notify Landlord in writing upon the occurrence of both (a) and (b) above. Notwithstanding the foregoing or anything to the contrary contained herein, Tenant shall have the right to terminate this Lease as to the entire Land (or any portion thereof) at any time during the Development Term, for any or no reason at all, upon at least five (5) days' written notice to Landlord. The termination notice shall be effective upon the mailing of such notice by Tenant, or upon such later date as designated by Tenant in such notice. Upon such termination, except as expressly set forth herein, this Lease shall be of no further force or effect and all rights, duties and obligations of Landlord and Tenant under this Lease shall terminate, except for those that expressly survive termination of the Lease. Notwithstanding anything to the contrary contained herein, the Development Term and the Operating Term shall be referred to herein as the "Term".

(b) Extension Option. Notwithstanding the foregoing, Tenant shall have the option (each, an "Option") to renew this Lease and extend the Term for three (3) additional periods of five (5) years each (each, an "Option Term"). The Rent during each Option Term shall be calculated in the same manner as during the initial Operating Term, except that the payment per yard of clay shall be increased by the change in the Consumer Price Index over the previous term. Tenant shall notify Landlord of its intention to exercise an Option at least three (3) months but no more than fifteen (15) months prior to the then-scheduled expiration date of the Lease or at least three (3) months but no more than fifteen (15) months prior to the expiration of the first Option Term, as applicable.

### 3. Rent.

(a) Operating Rent. Tenant covenants and agrees to pay to Landlord, in lawful money of the United States of America, rent ("Operating Rent") in an amount equal to One (1) Dollar per yard of clay actually mined from the land per month during the Operating Term in accordance with this Section. Operating Rent shall increase by an amount equal to the change in the Consumer Price Index during any Option Term, over the previous term. Operating Rent is payable by Tenant, in arrears, on a monthly basis, during the Operating Term. The first payment of Operating Rent shall be due and payable within thirty (30) business days of the Commercial Operation Date.

(b) Rent. "Rent" shall mean, as applicable, the Operating Rent. Rent shall be paid in addition to and over and above all other payments to be made by Tenant as hereinafter provided in this Lease.

### 4. Development Term Feasibility.

(a) Right of Entry. At all times during the Development Term, Tenant, its employees, agents and independent contractors shall have full and complete access, upon not less than twenty-four (24) hours' prior notice to Landlord, which may be telephonic by calling directly to Stephen Cholewa at 207-344-9869 or via electronic mail to [theprayertree@roadrunner.com](mailto:theprayertree@roadrunner.com), to the Land to evaluate, conduct, perform field inspections, pre-construction work, invasive soil and water testing, environmental audits, engineering and boundary surveys, topographical, structural and geo-technical tests, and such other tests and inspections (collectively "Tests and Investigations") of the Land which Tenant may deem necessary or advisable in its sole discretion. Tenant has the right, but not the obligation, to perform Tests and Investigations. Tenant shall have the right to use for ingress and egress the Property and any other land or easement rights on Surrounding Lands owned by or under the control of Landlord to access the Land. Landlord consents and agrees that Tenant may make and file applications, at Tenant's sole cost and expense, on Landlord's behalf to any Governmental Authorities having jurisdiction whose approval may be necessary or advisable to enter the Land to perform said Tests and Investigations and to take any actions in furtherance of Tenant's ability to proceed with timely construction of the clay mining facility. Landlord shall, within five (5) days after Tenant's request, execute any such application or other documentation and attend hearings,

as required by such authority or as would reasonably assist Tenant. In the event Landlord fails to execute such documentation within such time, Landlord hereby constitutes and appoints Tenant as Landlord's attorney-in-fact to execute any such documentation.

(b) Condition of Title. Landlord will cooperate with Tenant, at Tenant's cost, to allow Tenant to obtain a preliminary report to be issued by a title company of Tenant's choosing (the "Title Company"), as well as copies of each document underlying any matters set forth in said report within twenty (20) business days of the Effective Date.

5. Facility.

(a) At all times while this Lease is in force and effect, all rights to, title to and possession of the Facility (including without limitation, all additions, alterations, and improvements thereto or replacements thereof, all appurtenant fixtures, machinery and equipment installed therein and anything related to or in connection with the foregoing belong solely to Tenant and shall at all times remain the personal property of Tenant and shall not attach to or be deemed a part of, or fixture to the Land. The Facility and any and all improvements located on the Land after the Effective Date through the duration of the Term including the Facility (the "Improvements") shall at all times retain the legal status of personal property as described under 33 MRS § 455. Any Improvements located or constructed on the Land after the Effective Date shall be deemed to be constructed by Tenant (regardless of whether Tenant constructed the same) and shall in all cases be deemed to be Tenant's personal property and shall not be considered fixtures to the Land.

(b) Except as expressly set forth herein, Tenant, at its sole cost and expense, shall operate and maintain the Facility throughout the Operating Term, including, without limitation, making all necessary repairs and replacements to the Facility, as determined by Tenant in its sole discretion.

(c) Tenant shall have the right to construct the Facility without Landlord's consent. Following the initial construction of the Facility and any Improvements, Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense, to (i) make additions, changes, alterations, or improvements, structural or otherwise, to the Facility; and (ii) demolish and remove the Facility, the Improvements or any other structures hereafter located on the Property. Notwithstanding the foregoing, in no event shall Landlord's consent be required for any repairs, maintenance or replacements of or to components of the Facility and the Improvements in the ordinary course of business.

(d) Prior to the commencement of the physical construction of the Facilities, Tenant shall, if required in writing by Landlord, obtain or cause its contractors to obtain commercially reasonable payment and performance bonds covering the faithful performance of the contract for the construction of the Facilities and the payment of all obligations arising thereunder and shall furnish to Landlord evidence of such bonds upon request. Any bonds obtained pursuant hereto shall be for the mutual benefit of both Landlord and Tenant as obligees and beneficiaries.

6. Taxes. Tenant shall have the right in its own name to contest the validity or amount, in whole or in part, of any Taxes (including a reduction in the assessed valuation of the Property) payable by Tenant hereunder by appropriate proceedings timely instituted, provided such contest and at all times effectively stays or prevents any official or judicial sale of the Land or any part thereof by reason of nonpayment of any Real Estate Taxes. Landlord shall, at Tenant's request, and reasonable out-of-pocket expense payable by Tenant, fully cooperate with Tenant in all ways to contest any such Real Estate Taxes. Tenant shall hold Landlord harmless from any costs and expenses related to any such contest, and Tenant shall promptly pay any valid final adjudication enforcing any Taxes. Any refund of Real Estate Taxes or other Taxes payable as a result of any such proceedings attributable to a period of time during the Term shall be the property of Tenant. Notwithstanding anything to the contrary contained herein,

throughout the Operating Term, Tenant shall pay, or cause to be paid, only those Taxes that may be imposed or assessed on the Facilities, and Tenant shall pay, or cause to be paid, its share of any increase in Taxes accruing during the Operating Term against the Land to the extent resulting solely and directly from the presence of Facilities on the Land, provided that (i) Taxes expressly payable by Tenant hereunder assessed for fiscal periods of the taxing authority which extend beyond the Term shall be apportioned between Landlord and Tenant at the expiration or earlier termination of the Term, and (ii) Tenant shall not be required to pay Real Estate Taxes on any portion of the Property that is, or for improvements that are the property of Landlord that are, located outside the Land but on the same tax parcel as the Land. For the avoidance of doubt, any increase in Real Estate Taxes attributable to Landlord's redevelopment of the Property shall be the sole and absolute responsibility of Landlord. Landlord shall prior to the due date therefor forward to Tenant all notices, bills or other statements received by Landlord concerning any Taxes payable by Tenant hereunder. To the extent that any of the Real Estate Taxes payable by Tenant as Taxes (if any) are jointly assessed with Landlord's Real Estate Taxes, the Parties shall cooperate in good faith to cause such Real Estate Taxes to be separately assessed and apportioned so that Tenant pays only those Real Estate Taxes solely and directly attributable to the Land and Tenant's Improvements located thereon to the extent payable by Tenant hereunder. If Tenant is not successful in such contest, Tenant will pay such Real Estate Taxes and any increase in Real Estate Taxes for the Land expressly payable by Tenant hereunder. Tenant shall pay all such Taxes directly to the taxing authority as the same become due and payable and, provided the same are received from Landlord in a timely fashion, before any fine or penalty is added thereto for the nonpayment thereof. Notwithstanding the foregoing, to the extent payable by Tenant hereunder, Tenant may pay any Taxes (including any interest accrued on the unpaid balance of such Taxes) in installments if so payable by law, whether or not interest accrues on the unpaid balance.

7. Insurance.

(a) All Improvements on the Land shall be at Tenant's sole risk. During the Term, Tenant shall be responsible for obtaining insurance on the Improvements against loss or damage by a casualty and against loss or damage by other risks as determined by Tenant in such amounts as determined in Tenant's reasonable discretion.

(b) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of Commercial General Liability Insurance (ISO form or equivalent) insuring Tenant and Landlord as an additional insured, against liability for bodily injury, death and property damage occurring upon or in the Land and Improvements thereon in the following amounts:

(i) One Million and No 100 Dollars ( 1,000,000.00) for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than Two Million and No 100 Dollars ( 2,000,000.00) for injury to or death of two or more persons as a result of any one accident or incident; and

(ii) One Million and No 100 Dollars ( 1,000,000.00) for damage to or destruction of any property.

Notwithstanding anything to the contrary contained herein, Tenant may (A) increase any of the above-referenced policies or coverage amounts in its sole discretion during the Operating Term, and (B) maintain all or any portion of the insurance coverage it is required to maintain under this Lease under a self-insurance program or under policies that include self-insured retentions.

8. Alterations.

(a) Tenant may at any time, or from time to time, at its sole cost and expense and without obtaining the consent or approval of Landlord, construct Improvements, make changes, alterations, or modifications (collectively, the "Alterations") including, but not limited to demolition, removal and or reconstruction of the Improvements, or any part thereof; provided, however, that such Alterations shall comply with all laws, statutes, regulations, governmental orders or similar, whether now or hereafter in force, applicable to the Land, or any part thereof, as to the manner of use or occupancy or the maintenance, repair or condition of the Land, or any part thereof (collectively, the "Legal Requirements").

(b) Tenant shall comply with all Legal Requirements and shall, within sixty (60) days after receipt of a written demand by Landlord, discharge, by the filing of a bond or otherwise, any mechanics', materialmen's or other liens actually filed against the Land by reason of the making of any Alterations.

9. Repairs, Maintenance, Damage or Destruction. Except as expressly set forth herein, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Improvements. Except in the case of Landlord's negligence or willful misconduct, Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Improvements throughout the Term, provided that Tenant shall have no obligation to construct or reconstruct any Improvements or to maintain the Improvements in any particular condition or state of repair so long as the Improvements comply with Legal Requirements. All insurance proceeds paid on account of any damage or destruction under the insurance policies maintained by Tenant shall be paid to Tenant.

10. Use of Property; Compliance with Legal Requirements.

(a) Tenant shall have the right during the Term to use and occupy, lease and sublease the Land without the necessity of securing Landlord's prior consent or permission for the construction, maintenance and operation of a clay mining facility and all legal uses and improvements related thereto.

(b) Tenant shall, throughout the Term, promptly comply with all applicable Legal Requirements now or hereafter applicable to the Land and the Improvements. Tenant shall, however, have the right to contest any of the foregoing, and if compliance therewith may legally be held in abeyance during such contest without the imposition of any liens on the Land or the Improvements, Tenant may postpone compliance until the final determination of such contest, provided such contest shall be prosecuted in good faith, except that Tenant shall not so postpone compliance therewith so as to subject Landlord to any fine or penalty or to prosecution for a criminal act, or to cause the Land, or any part thereof, to be condemned or vacated.

11. Condemnation. If, at any time during the Term, the Land or the Improvements, all or any part thereof, shall be taken in condemnation proceedings, the entire award or compensation that may be made in any such proceeding shall be allocated between Landlord and Tenant as follows: (a) Tenant shall first receive the portion of the condemnation award equal to the unamortized portion of the costs expended by Tenant in acquiring this Lease (not including Rent or Additional Rent paid hereunder) and constructing any Improvements on the Land (for purposes of the foregoing, such costs shall be amortized over a period of twenty (20) years); and (b) the remaining proceeds shall be divided between Tenant and Landlord in the same proportion as the value of Tenant's unexpired leasehold interest in the Land bears to Landlord's fee interest in the Land as encumbered by this Lease. Landlord and Tenant each agree to execute any and all documents that may be required in order to facilitate the collection of any and all such awards or compensation. Tenant shall have the right to participate in any such condemnation proceedings and to be represented by counsel for the purpose of protecting its interest hereunder. Notwithstanding the foregoing, in the event a portion of the Land or Improvements is taken, and Tenant determines (in its sole discretion) that Tenant does not wish to terminate this Lease pursuant to Section 11 below, then the proceeds of such condemnation shall be paid as follows: (i) first, to Tenant in the amount required to cover the reasonably anticipated costs of construction or reconstruction of any Improvements necessitated by such partial

taking (including any roadway Improvements); and (ii) the remainder to Landlord. If, at any time during the Term, title to less than all of the Land or the Improvements shall be taken in condemnation proceedings, then Tenant shall have the right to determine, in its sole discretion, whether to terminate this Lease or continue this Lease in full force and effect. In the event Tenant elects to continue this Lease, the Rent thereafter payable by Tenant shall be proportionately reduced.

12. Easements and Encumbrances.

(a) In the event requested by Tenant, Landlord shall grant such easements, rights of way, or other rights or encumbrances necessary for the completion, maintenance and operation of Tenant's Improvements, across, over, under or through Landlord's fee interest in the Property, Land and/or other land owned by or under the control of Landlord and not included in the Land, and such easements, rights of way and other rights or encumbrances shall be delivered by Landlord on forms prepared by Tenant within fifteen (15) days of request by Tenant, so long as such easements, rights of way or other encumbrances do not materially impact the reasonable development of Landlord's adjacent land; provided, however, that for purposes of this Section 12, no such development by Landlord or its affiliates shall be deemed to be reasonable in the event that it blocks access to the Land or the Improvements or access of sunlight to the Improvements or interferes with Tenant's rights hereunder.

(b) Landlord will not construct buildings or structures, initiate or conduct activities or plant trees or vegetation of any type or allow any trees or other vegetation on the Property or Surrounding Land under its control blocking access to the Improvements.

(c) Landlord hereby grants Tenant the right, but not the obligation, from time to time to trim and to cut down and clear away or otherwise destroy any and all trees, vegetation and brush now or hereafter on the Land, Property (or Surrounding Land) and to trim and to cut down and clear away any trees on either side of the Land, Property or Surrounding Land which now or hereafter in the reasonable opinion of Tenant may be a hazard to the Improvements, and/or interfere with the exercise of Tenant's rights hereunder.

(d) Landlord shall not place any buildings or other structures on the Land during the Term hereof without Tenant's prior written consent, to be given or withheld in Tenant's sole and absolute discretion. Additionally, Landlord shall not place any buildings or structures on (i) any land contiguous to the Land, the Property, or other land controlled by Landlord, or any Landlord affiliate; or (ii) land adjacent to the Land or Property that Landlord or Landlord's affiliate may acquire, which blocks or interferes with access to the Improvements (collectively, the "Surrounding Land"). Landlord and Tenant hereby acknowledge that Tenant shall have the right (but shall not be obligated) to remove, at Landlord's cost, any such buildings or other structures in violation of the preceding sentence. Tenant shall be permitted to a reimbursement of such costs as an abatement of Rent. In the event Landlord shall sell, convey or otherwise transfer ownership of any of the Surrounding Land, Landlord shall include in any instrument evidencing such transfer such prohibition. Tenant shall have the right, but not the obligation, to enter any Surrounding Land to remove or trim any flora which blocks access to the Improvements.

(e) Landlord grants to Tenant the right, privilege, and non-exclusive easement to be located at a mutually acceptable location on a portion of the Surrounding Land to be used for temporary (i) storage and staging of tools, materials and equipment, (ii) construction laydown, (iii) parking of construction crew vehicles and temporary construction trailers, (iv) vehicular and pedestrian access and access for rigging and material handling, and (v) other facilities reasonably necessary to construct, erect, install, expand, maintain, modify or remove the Facility.

13. Default Provisions.

(a) The following events shall be referred to herein as "Events of Default" and each an "Event of Default":

(1) if either party shall default in the due and punctual payment of any monetary sums payable under this Lease, when and as the same shall become due and payable, and such default shall continue for more than ten (10) business days after a written notice therefor shall have been received by the defaulting party; or

(2) if either party shall default in keeping, observing or performing any of the non-monetary terms, covenants or conditions contained in this Lease, and if such default is not remedied (A) within sixty (60) days after the defaulting party shall have received a written notice specifying such default, or (B) in the case of any such default which cannot with due diligence and in good faith be cured within sixty (60) days, within such additional period as may be reasonably required to cure such default with due diligence and in good faith (it being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within sixty (60) days, the time within which the defaulting party is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith, provided that in no event shall such period exceed ninety (90) days); or

(b) Upon the occurrence of any Event of Default by Tenant hereunder, Landlord agrees, within five (5) days of the expiration of all applicable notice and cure periods and prior to taking any action to terminate this Lease, to send, by registered or certified mail, written notice of such default to any Leasehold Beneficiary under any Leasehold Mortgage. If Tenant fails to cure any Event of Default under this Lease within any applicable grace and cure periods, then Landlord shall afford to Leasehold Beneficiary (i) for defaults by Tenant in the payment of money, an additional sixty (60) days within which Leasehold Beneficiary shall have the right, but not the obligation, to cure such default and (ii) for all other defaults hereunder, an additional one hundred twenty days (120) within which Leasehold Beneficiary shall have the right, but not the obligation, to cure such default. If Leasehold Beneficiary elects to cure, but cannot remedy a non-monetary default completely within the aforementioned additional one hundred twenty (120) day period, then Landlord shall give Leasehold Beneficiary a reasonable extension of time so to do, provided that Leasehold Beneficiary continues to pursue such remedies with reasonable diligence. The commencement of judicial or non-judicial foreclosure proceedings by a Leasehold Beneficiary shall be deemed the commencement of a non-monetary cure provided that: (a) the Leasehold Beneficiary thereafter diligently prosecutes the same (provided, however, that if the Leasehold Beneficiary is prevented or restrained by a court of competent jurisdiction or by reason of any law, regulation, order, stay or rule from so proceeding, the time period set forth above shall be tolled, and provided further that if the default is cured, the Leasehold Beneficiary may discontinue such proceedings and or possession); and (b) upon acquisition by either the Leasehold Beneficiary or any other direct purchaser or direct transferee of Tenant's interest under this Lease, whether at a judicial foreclosure, trustee's sale or by deed or assignment in lieu of foreclosure, such Leasehold Beneficiary, purchaser or transferee commences within one-hundred twenty (120) days after acquiring such interest, and thereafter diligently prosecutes to completion, curing all defaults hereunder reasonably capable of being cured by such Leasehold Beneficiary or transferee. The time available to any Leasehold Beneficiary entitled to notice to initiate foreclosure proceedings as aforesaid shall be deemed extended by the reasonable number of days of delay occasioned by circumstances beyond the Leasehold Beneficiary's control. During the period that such Leasehold Beneficiary shall be in possession of the Land and or during the pendency of any foreclosure proceedings instituted by any Leasehold Beneficiary, the Leasehold Beneficiary shall pay or cause to be paid the Rent (subject to the provisions of Section 13(a)) and all other charges of whatsoever nature payable by Tenant hereunder which have been accrued and are unpaid and which will thereafter accrue during said period (subject to the provisions of Section 13(a)). Landlord agrees that, so long as Leasehold Beneficiary shall have the right to cure any default by Tenant under this Lease, as provided herein, Landlord shall not take any action to terminate this Lease. In the event that the default under this Lease is a result of the bankruptcy of Tenant or is otherwise incapable of being cured by Leasehold Beneficiary or if the Lease is rejected in connection with a bankruptcy proceeding by Tenant, a trustee in a bankruptcy or such other party to such proceeding on behalf of Tenant, within ten (10) days after a request from

Leasehold Beneficiary, which request has been made within thirty (30) days following Leasehold Beneficiary's receipt of written notice of such default or rejection of the Lease in a bankruptcy proceeding, Landlord agrees that it will, at Leasehold Beneficiary's sole option, enter into a new ground lease (a "New Lease") with Leasehold Beneficiary or its nominee for the remaining portion of the Term, and upon the terms and conditions that would have been applicable for such period under this Lease had the default not occurred, it being the intention of the parties, if Leasehold Beneficiary so elects, to preserve the Lease and the benefit of the leasehold estate created by this Lease for the benefit of Leasehold Beneficiary without interruption and for no additional consideration from Leasehold Beneficiary. Any New Lease shall be superior to all rights, liens and interests granted at any time on the fee interest in the Land and to all rights, liens and interests intervening between the date of this Lease and the granting of the New Lease, and shall be free of any and all rights of Tenant under the Lease. If Leasehold Beneficiary designates Tenant to enter into the New Lease in accordance with the terms hereof, Tenant and Landlord acknowledge and agree that Lender shall have the right to encumber the New Lease and the estate created thereby with a mortgage (as the case may be) on the same terms and conditions, and with the same first lien priority as the Leasehold Mortgage, it being the intention of the parties to preserve the priority of the Leasehold Mortgage, the New Lease and the leasehold estate created by the New Lease for the benefit of Lender without interruption. For purposes of this Lease, "Lender" shall mean a bank, savings bank, trust company, insurance company, pension or profit-sharing trust, retirement or welfare fund, real estate investment trust or any other lender.

(c) At any time or from time to time after any such expiration or termination of a cure period provided above, Landlord may relet the Land, or any part thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions as Landlord may determine and may collect and receive the rents therefor.

(d) Upon the occurrence of an Event of Default on the part of Landlord hereunder, Tenant shall be entitled to any and all remedies available to Tenant at law and in equity, including, but not limited to the right to bring a claim for specific performance or a suit for damages, including in connection with contracts or agreements to which Tenant is a party to arising directly or indirectly from Landlord's breach or Event of Default under the Lease.

#### 14. Surrender of Possession.

(a) Removal Period. Except as set forth herein, Tenant shall, upon expiration or earlier termination of the Term, remove any improvements, all personal property and all of Tenant's Personalty and restore the Land to a condition reasonably similar to its original condition, reasonable wear and tear, casualty damage and condemnation excepted and shall complete any reclamation requirements imposed by local, state or federal law. Notwithstanding the foregoing, if Tenant's Personalty cannot be removed prior to the expiration or earlier termination of the Term; Tenant may hold over at the Land for a period not to exceed one hundred eighty (180) days ("Removal Period"), on the same terms and conditions as applicable during the Operating Term; provided, however, that in no event shall any Rent be payable during the Removal Period. In connection with the foregoing, Landlord shall promptly execute and deliver any and all permits and permit applications necessary or desirable so that Tenant (or Leasehold Beneficiary as the case may be) may remove all of Tenant's Personalty.

15. Indemnification. Tenant hereby agrees to indemnify and hold harmless Landlord from and against any and all claims, costs and expenses, including reasonable attorneys' fees, to the extent that the same arise directly due to any grossly negligent act or omission of Tenant or Tenant's agents or employees, except if caused by Landlord, or its agents', contractors', employees' or invitees' negligence or willful misconduct. Tenant shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against Landlord with respect to the foregoing or in which Landlord may be impleaded. Landlord hereby agrees to indemnify and hold harmless Tenant from and against any and all claims, costs and expenses, including reasonable attorneys' fees,

to the extent that they (x) arise from or are connected with the negligence or willful misconduct of Landlord or Landlord's agents, employees or invitees, or (y) result from any default or breach of this Lease or any provision therein by Landlord. Landlord shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against Tenant with respect to the foregoing or in which Tenant may be impleaded. Landlord shall pay, satisfy and discharge any and all final judgments, orders and decrees which may be recovered against Tenant in connection with the foregoing. The provisions of this Section 18 shall survive the expiration or earlier termination of the Term.

16. Quiet Enjoyment.

(a) Landlord covenants that Tenant, upon paying the Rent provided for in this Lease, and upon keeping, performing and observing the terms, covenants and conditions of this Lease on its part to be kept, observed and performed, shall and may peacefully and quietly have, hold, occupy and enjoy the Land for the entire Term, without hindrance, ejection or molestation by Landlord or any party claiming under or through Landlord.

(b) Landlord covenants that Tenant and Tenant's designees shall have the non-exclusive right of pedestrian and vehicular ingress and egress from a public right of way, seven (7) days a week, twenty four (24) hours a day, over, in and through the Land and to the Land for the purpose of construction, installation, operation, inspection, maintenance, repair and improvements of the clay mining facility.

17. Inspection by Landlord. Tenant shall permit Landlord, or its authorized representatives, to enter the Land and the Improvements at all reasonable times during usual business hours, upon at least two (2) business days' prior notice from Landlord, for the purposes of inspecting the Land. In addition, Landlord's notice shall identify any third parties who intend to accompany Landlord on the Land by name and employer. Any access to the Land must be in the accompaniment of a representative of Tenant and must be in compliance with Tenant's security procedures with respect to any such entry, which may at Tenant's reasonable discretion require the execution of a nondisclosure agreement. Tenant shall have the right to deny access to the Land to third parties if (i) Tenant determines in its reasonable discretion that allowing such third-party potential exposure to Tenant's proprietary and confidential information within the Land would be detrimental to Tenant's business interests, or (ii) such third party fails to provide Tenant with a reasonable executed non-disclosure and confidentiality agreement prior to accessing the Land. Any such access shall not unreasonably interfere with Tenant's business operations at the Land.

18. Landlord's Consent. Landlord agrees that whenever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval.

19. Limitation on Tenant's Liability. Landlord agrees that any claim, judgment or decree of any court or arbitrator(s) against Tenant and in favor of Landlord as a result of any default or breach of any of the terms, covenants, conditions or limitations contained in this Lease on Tenant's part to be kept, observed and performed, shall be satisfied by Landlord resorting to the interest of Tenant in this Lease, and not against any other assets of Tenant or the assets of Tenant's officers, directors, employees, shareholders, members, partners, other equity owners, and Landlord shall not have the right to seek or obtain a personal judgment against Tenant or Tenant's officers, directors, employees, shareholders, members, partners, other equity owners for any damages.

20. Landlord's Covenants, Representations and Warranties.

(a) Landlord hereby covenants and agrees to give Tenant exclusive possession of the Land on the date that is five (5) days after Tenant notifies Landlord, in writing, that it will commence construction activities at the Land, free and clear of all tenants, licensees and occupants (the "Construction Commencement Notice"). In

addition, on the from and after the delivery of Construction Commencement Notice, Landlord shall have removed all of its personal property and equipment from the Land, it being understood that Landlord shall have no right to enter onto the Land from and after the date specified in the Construction Commencement Notice except pursuant to Section 20 hereof. Subject to the foregoing, the Land shall be delivered to Tenant on the Effective Date in "as is, where is" condition. Except for entry under the terms of this Lease, Landlord agrees, for itself and for parties under its control, not to allow entry upon the Land as expressly set forth herein, and shall not interfere with or handle any of Tenant's equipment or the clay mining without written authorization from Tenant, provided that Landlord will provide Tenant with at least two (2) business days' notice, except in the event of an emergency, in which case Landlord will give such notice as is practicable under the circumstances to promptly notify Tenant upon the discovery of an emergency condition at or in the clay mining.

(b) To the best of Landlord's knowledge, Landlord represents and warrants to Tenant that no underground storage tanks for petroleum or any other substance, or underground piping or conduits are or have previously been located on the Property or the Land, and no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other Hazardous Substances have been placed on or in any structure on the Property or the Land by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property or the Land, and there have been no release of or contamination by Hazardous Substances on the Property or the Land. Landlord has provided Tenant with all environmental studies, records and reports in its possession or control conducted by independent contractors or Landlord, and all correspondence with any public or quasi-public authority having jurisdiction concerning environmental conditions of the Property or the Land, or which identify underground storage tanks or otherwise relate to contamination of the soil or groundwater of the Property, the Land or effluent into the air.

(c) Landlord has not received notice of or been served with any pending or threatened litigation, condemnation, foreclosure or deed in lieu thereof with respect to any portion of the Property relating to or arising out of the ownership of the Property or the Land by any person, company or governmental instrumentality, and Landlord represents and warrants, to the best of Landlord's knowledge, the Property and the Land have lawful and valid vehicular access to and from the Property and the Land to existing public rights of way, pedestrian pathways, roads, sewer, electrical, other utility services and all utilities which serve the Property and the Land enter the Property or the Land through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements, which easement(s) shall be sufficient for the purposes of Tenant.

(d) Landlord represents, warrants and covenants to Tenant that Exhibit B, attached hereto, accurately depicts the Land.

As used herein, the term "Hazardous Substance" as used in this Lease shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the statutes or regulations listed below and any and all of those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "hazardous chemical substance or mixture", "imminently hazardous chemical substance or mixture", "toxic substances", "hazardous air pollutant", "toxic pollutant" or "solid waste" in the statutes or regulations listed below. Hazardous Substances shall also mean any and all other similar terms defined in other federal state and local law, statutes, regulations, orders or rule and materials and wastes which are, or in the future become, regulated under applicable local, state or federal law for the protection of health or the environment or which are classified as hazardous or toxic substances, materials or waste, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, (vii) mold and fungal material, and (viii) radioactive materials and waste. In addition, a Hazardous Substance shall include: (1) A "Hazardous Substance", "Hazardous Material", "Hazardous Waste", or "Toxic Substance" under the Comprehensive Environmental Response, Compensation and

Liability act of 1980, 42 U.S.C. §§ 6901, *et seq.*; (2) "Oil" or a "Hazardous Substance" listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as well as any other hydrocarbonic substances or by-product; (3) A material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose; (4) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, *et seq.*; (5) Asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*; (6) Any radioactive material including, without limitation, any "source material", "special nuclear material", "by-product material", "low-level wastes", "high-level radioactive waste", "spent nuclear fuel" or "transuranic waste", and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011, *et seq.*, or the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101, *et seq.*; (7) Industrial process and pollution control wastes, whether or not "hazardous" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*; (8) Any substances regulated under the Occupational Safety and Health Act, 29 U.S.C. §§ 651, *et seq.*; (9) Mold and organic material of a mold-inducing nature; (10) Radon; (11) Any substance regulated under the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*; and (12) (xi) the Uncontrolled Hazardous Substance Sites Law (38 M.R.S.A. §1361 *et seq.*); (xii) the Hazardous Matter Control Law (38 M.R.S.A. §1317, *et seq.*); (xiii) the Maine Hazardous Waste, Septage and Solid Waste Management Act (38 M.R.S.A. §1301 *et seq.*); (xiv) the Reduction of Toxics Use, Waste and Release Law (38 M.R.S.A. §2301 *et seq.*); and (xv) the Site Location of Development Law (38 M.R.S.A. §481 *et seq.*).

21. Subordination; Non-disturbance. Landlord shall, at its sole cost and expense, on or before any payment of Operating Rent is due, unless earlier requested by Tenant, and as a condition to Tenant's obligation to make any payment of Operating Rent, deliver to Tenant a subordination, non-disturbance and attornment agreement(s) (each a "SNDA") from the holder(s) of any mortgage or other monetary lien encumbering the Land, in form and substance reasonably acceptable to Tenant, which provides, among other things, that Tenant's occupancy or use of the Land in accordance with the terms of this Lease, including the easements granted under this Lease, will not be disturbed. Such SNDA shall be recorded in the official records of the county where the Land is located. For the avoidance of doubt, as a condition to Tenant's obligation to pay or continue to pay Operating Rent, Landlord will obtain an SNDA from any current or future lender in accordance with this Section 24.

22. Estoppel Certificates. Either Party agrees, at any time and from time to time upon not less than ten (10) business days' prior notice by the other Party or from a Leasehold Beneficiary, to execute, acknowledge and deliver to the other Party, or to any person designated by the other Party, a written estoppel certificate certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and the dates to which the Rent has been paid, and stating whether or not the other Party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other Party's part to be kept, observed or performed and, if in default, specifying each such default, and any other factual matters pertaining to this Lease reasonably requested by the other Party, it being intended that any such statement delivered pursuant to this Section may be relied upon by the other Party, or any prospective purchaser or encumbrancer of the Property, the Land or the Improvements or both (including any Leasehold Beneficiary), any auditor, creditor, commercial banker, and investment banker of either Party or any purchaser of Landlord's interest in the Property or the Land. Such estoppel certificate shall also state the amount of rent then payable, the dates to which the rent and any other charges have been paid in advance and shall include such assurances of satisfaction of conditions or other matters provided for in the Lease as the Party seeking the estoppel may reasonably request. Any Party's failure to execute, acknowledge, and deliver, on request, such an estoppel within the specified time shall constitute acknowledgment by such Party to all persons entitled to rely on the estoppel certificate that either (a) the information contained in the form of estoppel certificate, if any, provided with the request is true and accurate in all respects, or (b) if there is no form of estoppel certificate provided with the request, that this Lease is unmodified and in full force and effect; that there are, to the knowledge of the requesting Party, no defaults under the Lease (or events or circumstances that with the passage of time will become

defaults); or (c) that the rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of the notice of request and shall constitute a waiver, with respect to all persons entitled to rely on the estoppel certificate, of any defaults that may exist as of the outside date for return of the requested estoppel certificate; provided that said acknowledgment and waiver shall not apply to the extent such acknowledgment or waiver is inconsistent with any statement or information set out in a written notice provided by such Party to the requesting Party within the specified time.

23. Miscellaneous Provisions.

(a) All notices, approvals, disapprovals or elections required or permitted to be given under this Lease shall be in writing and shall be (a) delivered personally, (b) mailed, certified or registered mail, return receipt requested, (c) sent by email transmission, (d) sent by facsimile transmission, or (e) sent by Federal Express or other professional carrier, to the parties at the following addresses:

If to Landlord:

Stephen Cholewa  
263 Penley Corner Road  
Auburn, ME 04210  
Phone: 207-344-9869  
Email: [theprayertree@roadrunner.com](mailto:theprayertree@roadrunner.com)

If to Tenant:

RJF Morin Brick, LLC  
Attn: Louise Wilkinson  
P.O. Box 1510  
Auburn, ME 04211  
Phone: (207) 784-9375  
Fax: (207) 784-2013  
E-mail: [lwilkinson@morinbrick.com](mailto:lwilkinson@morinbrick.com)

with Copies to:

John W. Conway, Esq.  
Linnell, Choate Webber  
P.O. Box 190  
Auburn, ME 04212-0190  
Phone: (207) 784-4563  
Fax: (207) 784-1981  
Email: [jconway@lclaw.com](mailto:jconway@lclaw.com)

Notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided that notice sent by email shall only be deemed received when both (a) the sender has electronic confirmation that it was sent to all Parties (and has retained a printed confirmation of the delivery to the applicable fax number or email address) and (b) a hard copy of such notice is sent by other acceptable means set forth in this Section 26(a). Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Any notice sent by the attorneys representing a Party shall qualify as notice under this Lease.

(b) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the context so requires. In the event that more than one person or entity or persons constitutes Landlord

hereunder, the rights, duties, obligations and liabilities of the entities comprising Landlord shall be joint and several. In any instance where Landlord's consent is needed for any action or matter arising under or related to this Lease, Tenant shall be entitled to rely on the authority of either one or both of the entities comprising Landlord.

(c) The captions herein are inserted only for convenience, and they are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular provisions to which they refer.

(d) This Lease is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of Maine.

(e) The parties hereto covenant and agree that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications and recitals contained in this Lease shall be construed as covenants running with the land and as extending to, inuring to the benefit of, and being binding upon, Landlord and Tenant, and their respective successors and assigns, to the same extent as if such successors and assigns were named as original parties to this Lease, all to the end that this Lease shall always bind the owner and holder of any fee or leasehold interest in or to the Property and the Land.

(f) This Lease cannot be changed or terminated orally. This Lease contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement in respect of the Land with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Lease, in whole or in part, unless such agreement is in writing and signed by the Party against whom enforcement of the change, modification or discharge is sought.

(g) In the event of any action between the parties hereto for enforcement or interpretation of any of the terms or conditions of this Lease, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees actually incurred, together with its other reasonable out-of-pocket costs and expenses, including expert witness fees, accounting and other professional fees from the non-prevailing party.

24. Non-Merger of Estates. The interests of Landlord and Tenant in the Property or the Land shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that this Lease or the leasehold estate created hereby, or any interest therein, may be held directly or indirectly by or for the account of any person who shall own the fee title to the Property or the Land, or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all persons at the time having any interest in the Property or the Land, including any Leasehold Beneficiary, shall join in the execution of a written instrument effecting such merger of estates.

25. Mineral Rights. Landlord hereby represents, warrants and covenants to Tenant that as of the Effective Date, Landlord has not transferred, leased, licensed or otherwise encumbered the mineral rights for the Property and that notwithstanding anything to the contrary contained herein, following the Effective Date, Landlord shall have no right to access the surface of the Property or the Land for the removal of any such minerals nor shall Landlord provide any subsequent licensee, transferee, assignee or purchaser of the mineral rights for the Property with any surface rights whatsoever to the Property or Land. In no event shall any such use interfere with Tenant's rights hereunder. Any breach of the representations, warranties and covenants set forth in this Section shall be an immediate Event of Default, entitling Tenant to any and all rights and remedies set forth herein.

26. Brokers. Neither Landlord nor Tenant shall have any obligation to pay any commissions, finder's fees or brokerage fees with respect to this Lease. Each Party represents that, it has not had any dealings with any real estate broker, finder, or other person with respect to this Lease. Each Party shall defend, protect, indemnify and hold harmless the other from all damages or claims that may be asserted by any broker, finder, or other person

with whom the indemnifying Party has purportedly dealt. The terms of this Section shall survive the expiration or earlier termination of this Lease.

27. Recording. As a condition precedent to Tenant's obligations hereunder including the obligation to pay Rent, Landlord agrees to execute and deliver to Tenant an original counterpart of the Memorandum of this Lease in the form of Exhibit C attached hereto, which Tenant may record, at its own expense in the real property records of Androscoggin County. The date set forth in the Memorandum of Lease is for recording purposes only. Within thirty (30) days after the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord a quitclaim deed granting such Memorandum of Lease to Landlord, or such other commercially reasonable documentation necessary to remove the Memorandum of Lease from the applicable records, provided that Landlord has satisfied all material obligations under this Lease. In addition to the foregoing, Landlord agrees to execute and deliver to the Title Company such customary owner's affidavits and other instruments, undertakings and assurances as may be reasonably required by Tenant or the Title Company to issue a title policy insuring Tenant that Landlord is the sole fee owner of the Property and the Land, and that, to the best of Landlord's then-current, actual knowledge the Memorandum of Lease is not junior to any monetary liens other than Real Estate Taxes that are a lien not yet due or mortgages and/or deeds of trusts the beneficiaries of which have executed and delivered an SNDA in accordance with this Lease. "Memorandum of Lease" shall mean the memorandum attached hereto as Exhibit C, attached hereto, which Memorandum of Lease shall be executed by Landlord and Tenant on or as of the Effective Date, and shall be recorded among the real property records of Androscoggin County, Maine by Tenant, at Tenant's expense, as further described in Section 30.

31. Recording Taxes. Tenant shall pay all fees relating to the recording of the Memorandum of Lease.

32. Site Preparation Work. Notwithstanding anything to the contrary contained herein, in the event that, prior to the Commercial Operation Date, Tenant elects, in its sole discretion, to perform any site preparation work on the Land which shall include performing any grading on the Land and/or constructing any access roads to the Land (the "Site Preparation Work"), then Tenant shall provide Landlord with ten (10) business days prior written notice (the "Site Preparation Work Notice") of any such intent along with the rate that Tenant proposes to pay a third-party contractor to perform the Site Preparation Work. Upon Landlord's receipt of the Site Preparation Work Notice, Landlord shall have the right to elect, in writing delivered to Tenant, within five (5) business days of its receipt of the Site Preparation Work Notice, to perform such Site Preparation Work at the rate specified in the Site Preparation Work Notice (the "Site Preparation Work Response"). If Landlord elects to perform the Site Preparation Work for Tenant, Landlord shall complete the Site Preparation Work in a good and workmanlike manner and in compliance with (i) Tenant's plans, drawings and specifications for the Site Preparation Work, (ii) Tenant's rules and regulations relating to the Site Preparation Work, including, but not limited to, all insurance and indemnity requirements for contractors performing work at the Land, (iii) Tenant's time schedule with respect to the completion date of the Site Preparation Work, and (iv) all applicable laws. Notwithstanding the foregoing, in the event that Landlord fails to timely deliver the Site Preparation Work Response, Landlord shall be irrevocably deemed to have waived its right to perform any Site Preparation Work or to receive any future Site Preparation Work Notice.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the Effective Date.

LANDLORD:

\_\_\_\_\_  
Joseph Cholewa

  
\_\_\_\_\_  
Stephen W. Cholewa

\_\_\_\_\_  
Amanda Beth Arend

\_\_\_\_\_  
Justin Nicholas Cholewa

\_\_\_\_\_  
Stefanie Renee Cholewa-Archibeque

\_\_\_\_\_  
Jonathan Michael Cholewa

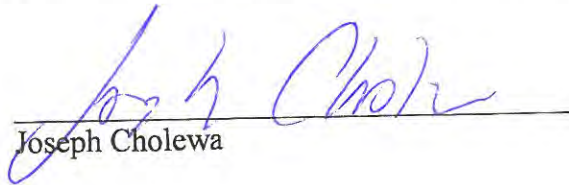
TENANT:

**RJF – MORIN BRICK, LLC,**  
a Maine limited liability company

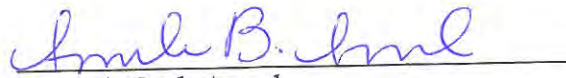
By:   
\_\_\_\_\_  
Name: Daniel Monfried  
Its: Member

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the Effective Date.

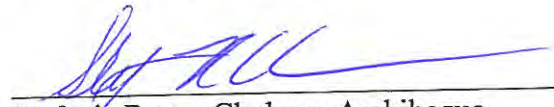
LANDLORD:

  
Joseph Cholewa

\_\_\_\_\_  
Stephen W. Cholewa

  
Amanda Beth Arend

\_\_\_\_\_  
Justin Nicholas Cholewa

  
Stefanie Renee Cholewa-Archibeque

\_\_\_\_\_  
Jonathan Michael Cholewa

EXHIBIT A

THE PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF MAINE, COUNTY OF ANDROSCOGGIN, AND IS DESCRIBED AS FOLLOWS:

EXHIBIT B

LAND DEPICTION

EXHIBIT C

DOCUMENT PREPARED BY AND  
AFTER RECORDING, PLEASE RETURN TO:

John W. Conway, Esq.  
Linnell, Choate & Webber  
P.O. Box 190  
Auburn, ME 04212-0190

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MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE is made and entered into as of February \_\_\_\_, 2022, by and between JOSEPH CHOLEWA, STEPHEN W. CHOLEWQ, AMANDA BETH AREND, JUSTIN NICHOLAS CHOLEWA, STEFANIE RENEE CHOLEWA-ARCHIBEQUE, and JONATHAN MICHAEL CHOLEWA ("Landlord" and "Grantor" for indexing purposes), and RJF MORIN BRICK, LLC, a Maine limited liability company ("Tenant" and "Grantee" for indexing purposes).

WITNESSETH

WHEREAS, pursuant to that certain Ground Lease (the "Lease") of even date herewith by and between Landlord and Tenant, Tenant leases from Landlord the land more particularly described in Exhibit A attached hereto and made a part hereof, together with all appurtenances thereto (collectively, the "Property"),

WHEREAS, the parties hereto desire to enter into this Memorandum of Lease for the purpose of recording a document in the Property Records of Androscoggin County, Maine that will provide public notice of the existence of the Lease and certain of its terms and conditions.

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. Lease of Property. Landlord leases to Tenant, and Tenant leases from Landlord, for the Term and subject to the provisions of the Lease, to each of which Landlord and Tenant mutually agree, the Property.
2. Term. The term of the Lease shall consist of a Development Term and an Operating Term. The Development Term commenced on \_\_\_\_\_, 20\_\_, and shall, subject to Tenant's right to extend the Development Term, expire on \_\_\_\_\_, 20\_\_. In the event that Tenant does not elect to terminate the Lease during the Development Term, the Operating Term shall be for a period of twenty (20) years. The Lease contains Tenant's option to extend the Operating Term by two (2) periods of five (5) years each.
3. Improvements. Notice is hereby given that all Improvements, as defined in the lease, located or constructed on the Property after the commencement of the Development Term shall at all times

retain the status of personal property and shall in all cases be deemed to be Tenant's personal property and shall not be considered to be fixtures to the Property. Reference is hereby made to the lease for a more particular description of the title to all such Improvements.

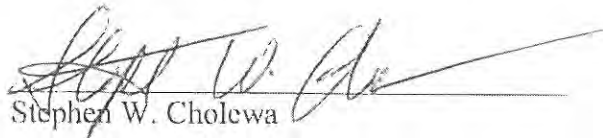
4. Successors and Assigns. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to certain limitations.

5. Purpose of Memorandum of Lease. This Memorandum of Lease, when recorded in the Land Records of Androscoggin County, is intended to serve as public notice of the existence of the Lease and of certain of its terms and conditions. This Memorandum of Lease does not describe or refer to all of the terms or conditions contained in the Lease, nor is this Memorandum of Lease intended to modify, amend or vary any of the terms or conditions set forth in the Lease.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be duly executed under seal and delivered as of the date first written above.

LANDLORD:

\_\_\_\_\_  
Joseph Cholewa

  
\_\_\_\_\_  
Stephen W. Cholewa

\_\_\_\_\_  
Amanda Beth Arend


\_\_\_\_\_  
Justin Nicholas Cholewa

\_\_\_\_\_  
Stefanie Rence Cholewa-Archibeque

\_\_\_\_\_  
Jonathan Michael Cholewa

TENANT:

RJF – MORIN BRICK, LLC

By:   
\_\_\_\_\_  
Printed: Daniel Monfried  
Its: Member

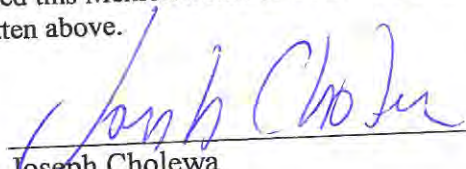
shall not be considered to be fixtures to the Property. Reference is hereby made to the lease for a more particular description of the title to all such Improvements.

4. Successors and Assigns. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to certain limitations.

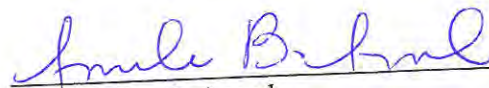
5. Purpose of Memorandum of Lease. This Memorandum of Lease, when recorded in the Land Records of Androscoggin County, is intended to serve as public notice of the existence of the Lease and of certain of its terms and conditions. This Memorandum of Lease does not describe or refer to all of the terms or conditions contained in the Lease, nor is this Memorandum of Lease intended to modify, amend or vary any of the terms or conditions set forth in the Lease.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be duly executed under seal and delivered as of the date first written above.

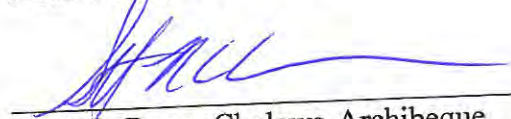
LANDLORD:

  
Joseph Cholewa

Stephen W. Cholewa

  
Amanda Beth Arend

Justin Nicholas Cholewa

  
Stefanie Renee Cholewa-Archibeque

Jonathan Michael Cholewa

**RJF – MORIN BRICK, LLC**

TENANT:

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: Member

STATE OF MAINE  
COUNT OF ANDROSCOGGIN

March 23, 2022

Then personally appeared the above-named Stephen W. Cholewa and acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,



Notary Public

Printed Name: Louise Wilkinson

My Commission Expires:

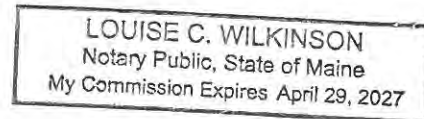


EXHIBIT A TO EXHIBIT C

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF MAINE, COUNTY OF ANDROSCOGGIN, AND IS DESCRIBED AS FOLLOWS:

EXHIBIT D

Memorandum of Commercial Operation Date

This MEMORANDUM OF COMMERCIAL OPERATION DATE (this "Memorandum") is made and entered into as of \_\_\_\_\_, 20\_\_, by and between JOSEPH CHOLEWA, STEPHEN W. CHOLEWQ, AMANDA BETH AREND, JUSTIN NICHOLAS CHOLEWA, STEFANIE RENEE CHOLEWA-ARCHIBEQUE, and JONATHAN MICHAEL CHOLEWA ("Landlord"), and RJF - MORIN BRICK, LLC, a Maine limited liability company ("Tenant"), with respect to that certain Ground Lease between Landlord and Tenant dated as of \_\_\_\_\_, 20\_\_ (the "Lease"). Capitalized terms used in this Memorandum but not defined herein have the meanings given such terms in the Lease.

The Commercial Operation Date occurred on \_\_\_\_\_, 20\_\_. The Operating Term shall expire on \_\_\_\_\_, 20\_\_, unless sooner terminated pursuant to the Lease, or extended as permitted by the Lease. The Land consists of \_\_\_\_\_ acres within the Property, as further described on Schedule 1 to this Memorandum. The Operating Rent shall be \$\_\_\_\_\_ per year. Landlord hereby acknowledges that Tenant is not in default or breach under the Lease.

IN WITNESS WIIEREOF, Landlord and Tenant have executed this Memorandum as of the date set forth above.

LANDLORD:

\_\_\_\_\_  
Joseph Cholewa

\_\_\_\_\_  
  
Stephen W. Cholewa

\_\_\_\_\_  
Amanda Beth Arend

\_\_\_\_\_  
Justin Nicholas Cholewa

\_\_\_\_\_  
Stefanie Renee Cholewa-Archibeque

\_\_\_\_\_  
Jonathan Michael Cholewa

TENANT:

RJF – MORIN BRICK, LLC

By: 

Printed: Daniel Monfried

Its: Member

**EXHIBIT D**

Memorandum of Commercial Operation Date

This MEMORANDUM OF COMMERCIAL OPERATION DATE (this "Memorandum") is made and entered into as of \_\_\_\_\_, 20\_\_, by and between JOSEPH CHOLEWA, STEPHEN W. CHOLEWQ, AMANDA BETH AREND, JUSTIN NICHOLAS CHOLEWA, STEFANIE RENEE CHOLEWA-ARCHIBEQUE, and JONATHAN MICHAEL CHOLEWA ("Landlord"), and RJF – MORIN BRICK, LLC, a Maine limited liability company ("Tenant"), with respect to that certain Ground Lease between Landlord and Tenant dated as of \_\_\_\_\_, 20\_\_ (the "Lease"). Capitalized terms used in this Memorandum but not defined herein have the meanings given such terms in the Lease.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date set forth above.

LANDLORD:

  
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Joseph Cholewa

\_\_\_\_\_  
Stephen W. Cholewa

  
\_\_\_\_\_  
Amanda Beth Arend

\_\_\_\_\_  
Justin Nicholas Cholewa

\_\_\_\_\_  
Stefanie Renee Cholewa-Archibeque

\_\_\_\_\_  
Jonathan Michael Cholewa

**EXHIBIT D**

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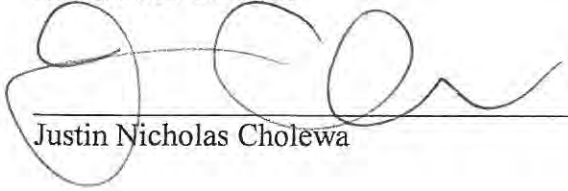
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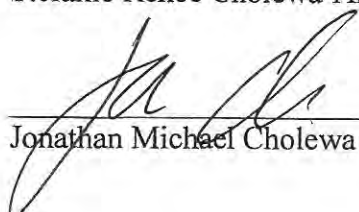
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\_\_\_\_\_  
Jonathan Michael Cholewa

SCHEDULE I TO EXHIBIT D  
LEGAL DESCRIPTION OF THE LAND

#### **4.0 CORPORATE OR PARTNERSHIP STATUS**

A certificate of Good Standing from the Maine Secretary of State is provided in this section.

**MAINE**Department of the Secretary of State  
Bureau of Corporations, Elections and Commissions**Corporate Name Search**

## Information Summary

[Subscriber activity report](#)

**This record contains information from the CEC database and is accurate as of: Thu Mar 31 2022 12:23:12. Please print or save for your records.**

<b>Legal Name</b>	<b>Charter Number</b>	<b>Filing Type</b>	<b>Status</b>
RJF - MORIN BRICK, LLC	20092310DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

<b>Filing Date</b>	<b>Expiration Date</b>	<b>Jurisdiction</b>
03/17/2009	N/A	MAINE

**Other Names** (A=Assumed ; F=Former)

MORIN BRICK COMPANY	A
---------------------	---

### **Clerk/Registered Agent**

CCS GLOBAL SOLUTIONS, INC.  
128 STATE STREET, STE 3  
AUGUSTA, ME 04330

[Back to previous screen](#)[New Search](#)

**Click on a link to obtain additional information.**

[List of Filings](#)[View list of filings](#)

**Obtain additional information:**

Certificate of Existence ( <a href="#">more info</a> )	<a href="#">Short Form without amendments (\$30.00)</a>	<a href="#">Long Form with amendments (\$30.00)</a>
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You will need Adobe Acrobat version 3.0 or higher in order to view PDF files.  
If you encounter problems, visit the [troubleshooting page](#).



If you encounter technical difficulties while using these services, please contact the [Webmaster](#). If you are unable to find the information you need through the resources provided on this web site, please contact the Bureau's Reporting and Information Section at 207-624-7752 or [e-mail](#) or visit our [Feedback](#) page.

© Department of the Secretary of State

## **5.0 FINANCIAL CAPACITY**

A construction cost estimate for the access road and a bank letter of creditworthiness are provided in this section.

**Construction Cost Estimate  
Penley Corner Road Pit  
Auburn, Maine**

Estimate By: Kyle Jacobson, PE

ITEM NO.	ITEM DESCRIPTION	UNIT	AVERAGE UNIT PRICE	TOTAL QUANTITY	TOTAL COST
1	Mobilization/Demobilization	Lump Sum	\$ 2,000.00	1	\$ 2,000.00
2	Access Road Common Excavation	Cubic Yard	\$ 25.00	250	\$ 6,250.00
3	MEDOT 703.06 Type D Gravel	Cubic Yard	\$ 25.00	1,320	\$ 33,000.00
4	MEDOT 703.06 Type A Gravel	Cubic Yard	\$ 32.00	260	\$ 8,320.00
5	2-3" Crushed Gravel	Cubic Yard	\$ 35.00	25	\$ 875.00
6	18" HDPE Culvert	Linear Foot	\$ 39.00	40	\$ 1,560.00
7	24" HDPE Culvert	Linear Foot	\$ 48.00	50	\$ 2,400.00
8	4-6" Riprap	Cubic Yard	\$ 38.00	15	\$ 570.00
9	Silt Fence	Lump Sum	\$ 1,000.00	1	\$ 1,000.00
10	Gate and Sign	Lump Sum	\$ 3,500.00	1	\$ 3,500.00

**Subtotal \$ 59,475.00**  
**Project Total: \$ 60,000.00**

Notes & Assumptions:

1. Unit prices adopted from online rate sheets from local vendors.



April 6, 2022

City of Auburn  
60 Court Street  
Auburn, Maine 04210

Re: Financial Capacity Letter – RJF Morin Brick Penley Corner Road Pit Project

Dear Sir/Ma'am:

This letter shall serve to confirm that RJF Morin Brick maintains a favorable banking relationship with Camden National Bank and that the company demonstrates the financial capacity to support the Penley Corner Road Pit project. Shall you have any questions or concerns regarding this matter, please do not hesitate to call me at (207) 458-9840.

Very truly yours,

CAMDEN NATIONAL BANK

A handwritten signature in black ink, appearing to read "Chris Rugullies".

By: Christopher Rugullies  
Its: Senior Vice President



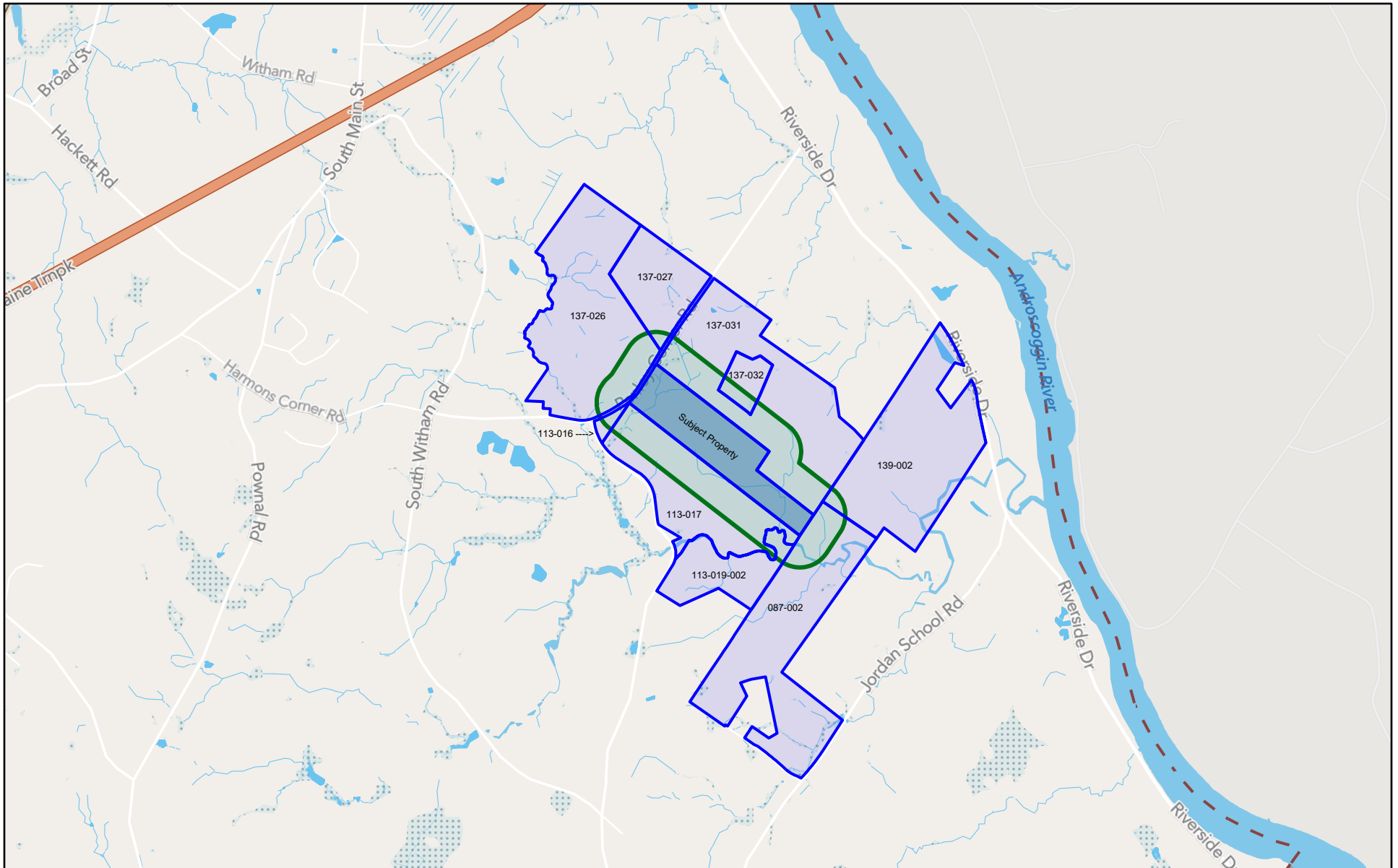
## **6.0 ABUTTERS**

A list of the property owners within 500 feet of the subject property and a City of Auburn tax map illustrating the listed property owners are provided in this section.

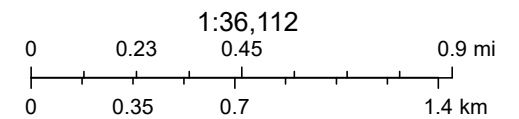
**Properties Within 500' of Subject Property**  
**Penley Corner Road Pit**  
**Penley Corner Road, Auburn, Maine**

Parcel Number	Owner Name	Property Address	Owner Address	Owner City	Owner State	Owner Zip
137-031	GAUTHIER, ROGER G JR & BEAUCHESNE, VIRGINIA L & LAWPCA	276 Penley Corner Rd	276 PENLEY CORNER RD	AUBURN	ME	04210
113-017	CARON, THERESA	150 Sopers Mill Rd	150 SOPERS MILL ROAD	AUBURN	ME	04210
137-032	LEWISTON AUBURN WATER POLLUTION CONTROL AUTHORITY	230 Penley Corner Rd	PO BOX 1928	LEWISTON	ME	04241
139-002	BELL FARMS INC	1553 Riverside Dr	320 FERRY RD	LEWISTON	ME	04240
113-019-002	CARON, SANDRA J	196 Sopers Mill Rd	PO BOX 470	LIVERMORE FALLS	ME	04254
087-002	BOSWORTH, CHARLES L & CHARLOTTE T	Jordan School Rd	299 JORDAN SCHOOL RD	AUBURN	ME	04210
113-016	LIBBY, THOMAS L	Penley Corner Rd	526 POND ROAD	WALES	ME	04280
137-027	CHOLEWA, STEPHEN W & JOSEPH & JUSTIN N	263 Penley Corner Rd	2215 IRONBANK DR	SANTA ROSA	CA	95403
137-026	LEWISTON AUBURN WATER POLLUTION CONTROL AUTHORITY	371 Penley Corner Rd	PO BOX 1928	LEWISTON	ME	04241

# Properties Within 500' of Subject Property



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## **7.0 STORMWATER MANAGEMENT**

The total impervious area of the proposed development will only include a 24-foot-wide gravel access road (22,323 SF). The total disturbed area involved with the access road is 43,389 SF.

The pit will be internally drained, such that stormwater will not leave the working pit area. In addition, per 38 M.R.S.A. §490-D.9 and §420-D.5, mineral extraction activities in the working pit area of a clay extraction pit are exempt from a stormwater management permit, provided Morin Brick meets the performance standards listed in §490-D.

## **8.0 EROSION AND SEDIMENTATION CONTROL**

Erosion and sedimentation control are addressed on Sheets C-102 and C-301 of the plan set. Details and notes on erosion and sedimentation controls are shown on Sheet C-501.

## **9.0 NATURAL RESOURCES**

### **9.1 Shoreland Zone**

The subject property is not located within a shoreland zoning district. A map illustrating the shoreland zoning districts in the area surrounding the subject property is included in this section.

### **9.2 Flood Plain**

The southeastern portion of the subject property is located within a Federal Emergency Management Agency (FEMA) Flood Zone (1% Annual change flood hazard/base elevation and 0.2% annual chance flood hazard). A map illustrating the FEMA Flood Zones in the area surrounding the subject property is included in this section. All proposed development will occur outside of the mapped FEMA Flood Zones. The Flood Zone is shown on Sheet C-101.

### **9.3 Wetlands or Streams**

A 75-foot setback is required from all streams on the subject property, while a 25-foot setback is required from wetlands. A wetland delineation was performed on the site in November of 2021. The identified wetlands are shown on Sheets C-101, C-102, C-201, and C-301, while a wetland memo, a vernal pool memo, and supporting photographs are included in this section. Five perennial streams and seven distinct wetland features were delineated.

In order to construct the proposed 24-foot-wide gravel access driveway, a Permit by Rule (PBR) license under the Maine Department of Environmental Protection (DEP) Natural Resources Protection Act (NRPA) will be submitted. Please see Attachment 14 for additional details.

### **9.4 Urban Impaired Streams**

The entire site is within an unnamed pond watershed and ultimately discharges into the Androscoggin River. The unnamed pond is not listed in DEP's Chapter 502 as an urban impaired stream. A map showing urban impaired streams in the Lewiston-Auburn area is included in this section.

### **9.5 Phosphorous Check**

The subject property is not located within the Lake Auburn or the Taylor Pond watersheds; therefore, the Phosphorus Control Standard does not apply.

## **9.6 Aquifer/Groundwater Protection**

The subject property is not located within a significant sand and gravel aquifer. A map illustrating the significant sand and gravel aquifers in the area surrounding the subject property is included in this section.

## **9.7 Lake Auburn/Taylor Pond Watershed**

The subject property is not located within the Lake Auburn or the Taylor Pond watersheds.

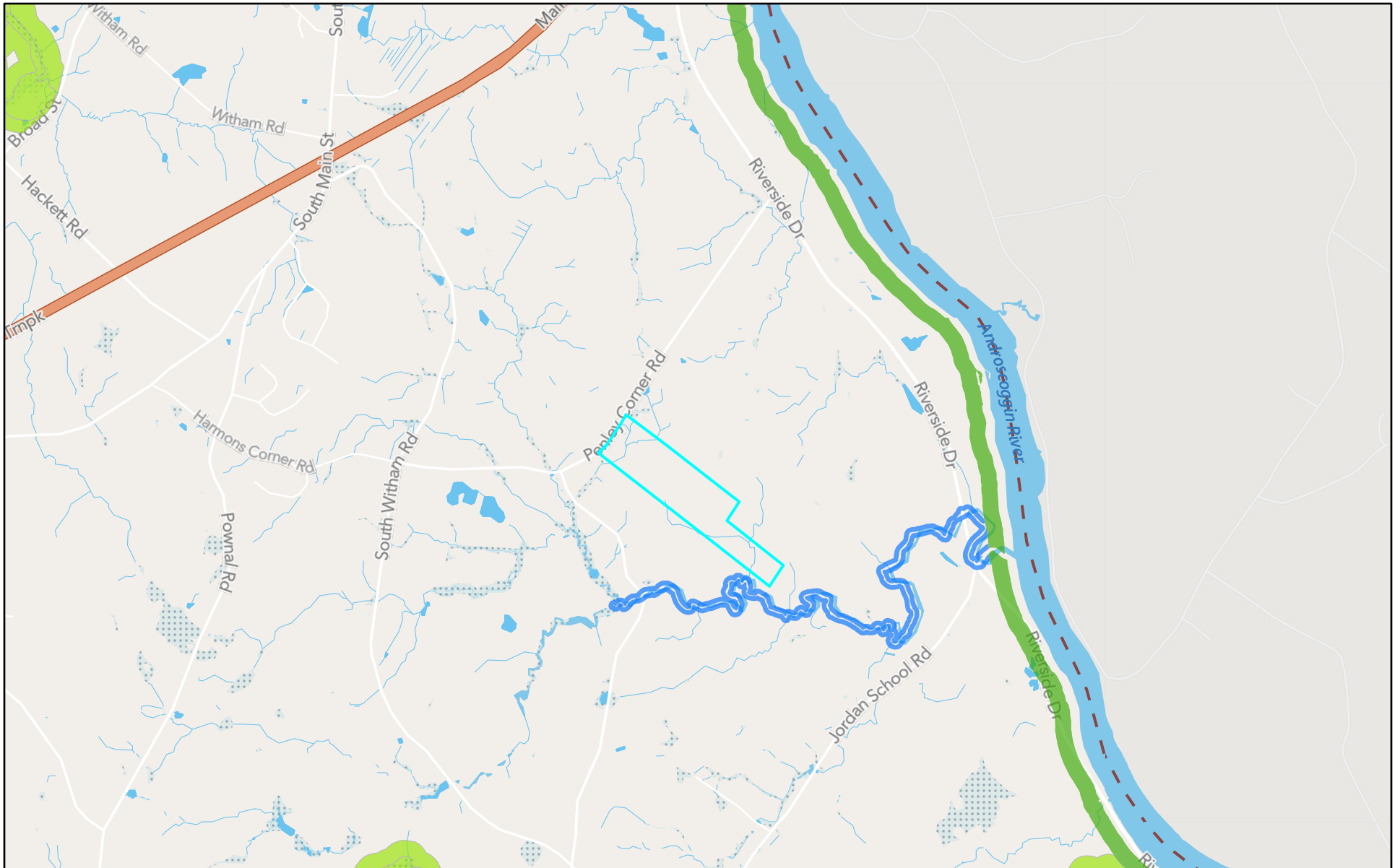
## **9.8 Maine Department of Inland Fisheries & Wildlife (MDIFW)**

Attached is a response letter from Rebecca Settele of the MDIFW confirming that the subject property is not mapped with any Essential Habitats that would be directly affected by the proposed development.

## **9.9 Historic Areas of Significance**

The Androscoggin Historical Society was contacted on March 16, 2022, to review the project in relation to known historic areas of significance. Based on the Cultural & Architectural Resource Management Archive (CARMA) public map viewer (map included in this section), there are no identified historical areas that could be expected to affect the use of the site. At the time of completing this application, the Androscoggin Historical Society has not responded to our request.

# Shoreland Zoning Map



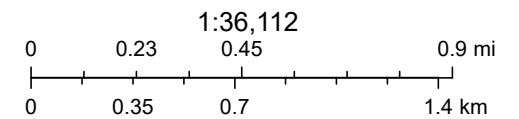
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Shoreland Zoning

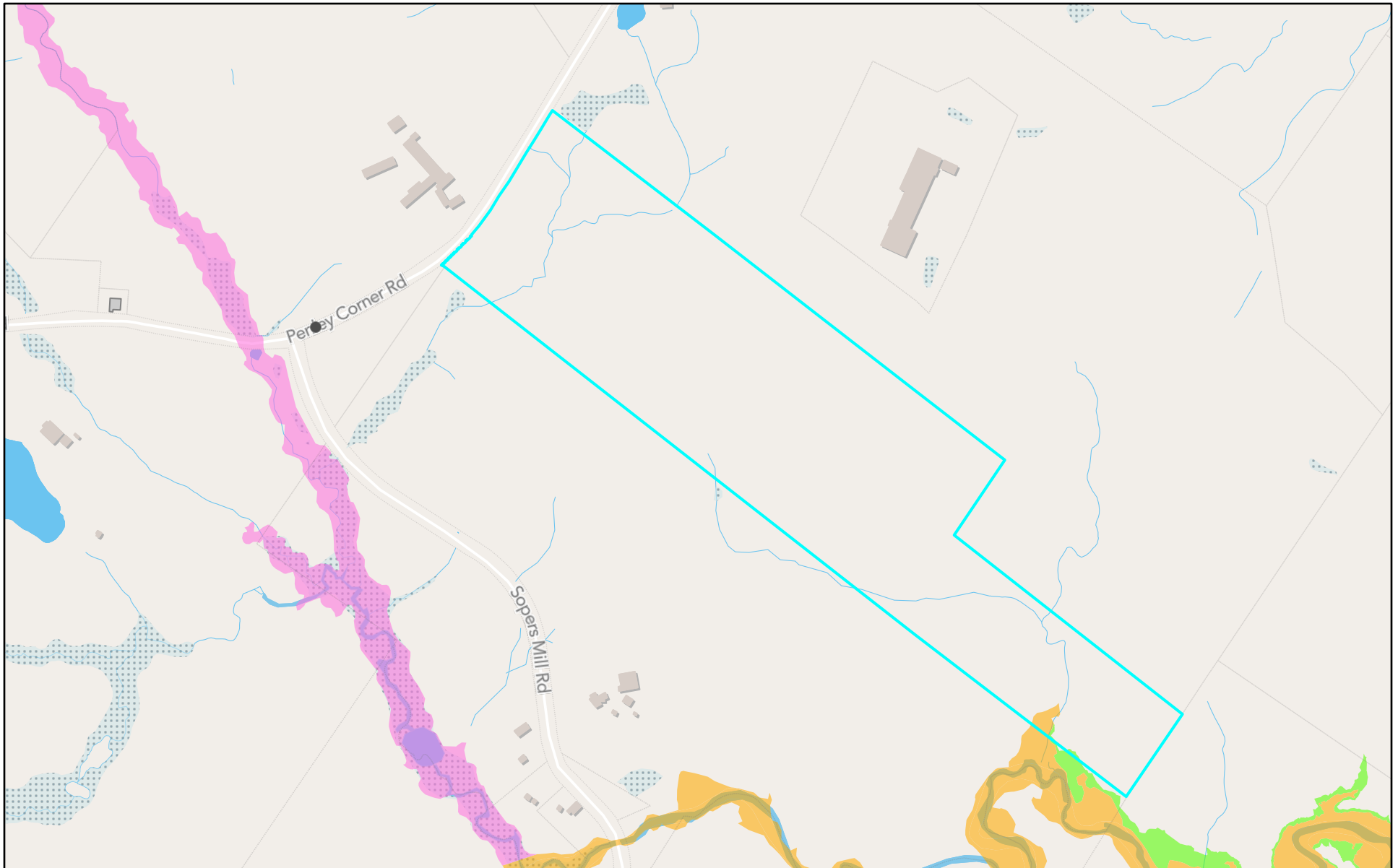
250' Shoreland Zoning

Resource Protection

Stream Protection



# FEMA Flood Zone Map



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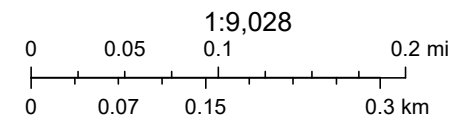
Current Parcels \_ Public

FEMA Flood Zone with link to FEMA

0.2% Annual chance flood hazard

A - 1% Annual change flood hazard/no base elev.

AE - 1% Annual change flood hazard/base elev.





To: Kyle Jacobson  
St. Germain  
Westbrook, ME

Date: November 29, 2021

From: Alexander A. Finamore, CWS, LSE  
Mainely Soils, LLC

Re: Penley Corner Road Lot, Auburn, ME – Wetland Delineation  
Memorandum

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At the request of St. Germain (the “Client”), Mainely Soils conducted on-site wetland and waterbody delineations on a parcel, approximately 49 acres in size located along Penley Corner Road in Auburn, Maine. These field investigations were performed to provide baseline environmental data to inform the client of potential development/use of the site. The natural resources assessments described in this memorandum were completed in November of 2021. In addition to describing the identified resources this report describes the existing conditions within the study area, and the methodologies employed for the assessments.

## PROJECT DESCRIPTION

The project site is located within the Agricultural Zone along the Penley Corner Road corridor in the City of Auburn. The site is currently a hayfield in the western portion of the site and vacant forested land in the eastern portion of the site. Surrounding land use of the site is agricultural. Access to the site is currently from Penley Corner Road to the northwest. In total, the wetland and waterbody delineation survey area encompassed approximately 49 acres, identified by the City of Auburn as Tax Map 113, Lot 15.

## SITE DESCRIPTION

The Study Area occurs in the Central Maine Embayment biophysical region of Maine (McMahon, 1990). The Central Maine Embayment biophysical region is characterized by a modified continental climatic regime with a maritime influence along the Atlantic Ocean. Landscapes are generally flat to gently rolling with small areas of knobby bedrock ridges and high hills. Vegetation of this area consists of forests that provide a transition between boreal conifers and broadleaf deciduous with a dominance of spruce-fir, oak-hickory, and maple-beech-birch cover types. Bedrock geology is complex and consists of somewhat alternating bands of metasedimentary and metavolcanic formations, with scattered granite plutons. The survey area is located within the Lower Androscoggin River watershed (Hydrologic Unit Classification (HUC) 8 identification 01040002).

The Natural Resource Conservation Service soil survey mapping identifies native soils at the site as being formed in silty eolian or glaciolacustrine deposits on terraces and glacial lake plains. Soil series are generally represented by the Hartland and Nicholville soil series. The Hartland series is a well drained map unit while the Nicholville series is a moderately well drained soil (Web Soil Survey, 2021).

## Study Methodology

Mainely Soils conducted wetland delineation field work within the survey area in November 2021. The boundary of wetlands were delineated in accordance with the Army Corps of Engineers 1987 Wetland Delineation Manual (1987 Manual) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0) (Regional Supplement, 2012). All wetland delineations were conducted using the Routine

Determination Methods, which requires that a wetland contain a dominance of hydrophytic vegetation, hydric soils, and evidence of hydrology in order to be considered a wetland. Wetland boundaries were located and recorded in the field using a Trimble® GPS unit capable of sub meter accuracy, post processed, and transferred and incorporated onto project mapping.

Seven distinct wetland areas were delineated throughout the study area. Additional field notes were also taken to record the classification of each wetland in accordance with the Classification of Wetlands and Deepwater Habitats of the United States, general site characteristics, unique qualities observed during the site assessment, and other considerations relevant to investigation findings and the future completion of a wetlands functions and values assessment in accordance with the Highway Methodology Workbook: Supplement. Representative photographs of each wetland were taken, field sketches were labeled of the wetland boundary on an aerial photograph-based map, and notes were recorded on the flagging sequence for each wetland.

Mainly Soils also surveyed the site for streams, in accordance with the State of Maine Natural Resources Protection Act stream criteria and definitions. Five streams were delineated within the study area.

## Study Results

Using the methodologies described above, a wetland delineation was performed on November 19 and 24, 2021. A description of the identified resources follows. Supporting attachments include Representative Photographs (Attachment 1). Wetland Delineation Data Forms can be provided upon request.

Wetlands at the project site consisted of seven distinct features. Wetlands A, B, D, and G were seasonally saturated palustrine forested wetlands found on side slope seeps that drained into deep narrow drainages all associated with perennial streams. Dominant wetland vegetation within the consisted of red maple (*Acer rubrum*), yellow birch (*Betula alleghaniensis*), balsam fir (*Abies balsamea*), white pine (*Pinus strobus*), cinnamon fern (*Osmunda cinnamomea*), interrupted fern (*Osmunda claytoniana*), jewelweed (*Impatiens capensis*), sensitive fern (*Onoclea sensibilis*), fringed sedge (*Carex crinita*), and goldthread (*Coptis trifolia*). The soils within the wetland generally had a thick, dark mucky surface overlaying a depleted silt loam substratum meeting hydric soil criteria A1: Depleted Below Dark Surface. Evidence of wetland hydrology included small pockets of standing water, water stained leaves, drainage patterns, and saturation to the soil surface at the time of field investigations.

Wetlands C, E and F were located in isolated depressions within the agricultural fields and were classified as seasonally saturated palustrine emergent wetlands (PEM1B). Dominant wetland vegetation within the wetland consisted of reed canary grass (*Phalaris arundinacea*), sensitive fern, soft rush (*Juncus effusus*), and rough stemmed goldenrod (*Solidago rugosa*). The soils within the wetland generally had a thin, dark mucky surface overlaying a depleted silt loam substratum meeting hydric soil criteria A1: Depleted Below Dark Surface. Evidence of wetland hydrology included small pockets of standing water, water stained leaves, and saturation to the soil surface at the time of field investigations.

Five perennial streams were delineated within the Study Area. Stream 1 was a perennial stream flowing in a southerly direction within a ravine and within Wetland A. The stream was approximately 3–4 feet wide with approximately 3–4 inches of flowing water and a silt/sand substrate and 18 inch vertical banks. Stream S1 originated offsite to the west and flowed southerly into Soper Mill Brook offsite to the south.

Stream 2 was a perennial stream flowing in a southwesterly direction, approximately 2 feet wide with 2–3 inches of flowing water, a sandy substrate and 12 inch vertical banks. Stream S2 originated within Wetland C and flowed into Stream 1 within Wetland A.

Stream 3 was a perennial stream flowing in a southwesterly direction, approximately 2 feet wide with 2–3 inches of flowing water, a sandy substrate and 24 inch vertical banks. Stream 3 originated offsite to the north and flowed into Stream 2 within Wetland A.

Stream 4 was a perennial stream flowing in a southwesterly direction, approximately 2 feet wide with 2–3 inches of flowing water, a sandy substrate and 24 inch vertical banks. Stream 4 originated offsite to the north and flowed into Stream 2 within Wetland A.

Stream 5 was a perennial stream flowing in a westerly direction, approximately 3–4 feet wide with 2–3 inches of flowing water, a cobble substrate and 12 inch vertical banks. Stream 5 originated offsite to the west and flowed offsite to the west within Wetland C.

### **Summary**

The information contained in this memorandum was collected in order to provide detailed, on-site information regarding wetland and waterbody resources. This information is intended to be used for project planning purposes and to support permitting needs. Seven wetlands were delineated on the site and were identified as Wetlands A, B, C, D, E, F, and G. The wetland features were located within silt loam soils in depressional swales. The wetlands generally exhibited seasonally saturated/flooded hydroperiods, and provided groundwater discharge, floodflow alteration, wildlife habitat, and stormwater/water quality maintenance functions. Five perennial streams were identified on the site.

Wetlands are regulated by the U.S. Army Corps of Engineers under the federal Clean Water Act, and by the Maine Department of Environmental Protection under the Maine Natural Resources Protection Act (NRPA). The State of Maine further differentiates wetlands under NRPA by regulating certain wetlands as “wetlands of special significance” (WOSS). Wetlands within 25 feet of the streams may be considered WOSS’s. Impacts to wetlands resulting from proposed project development require that permits first be obtained from the MDEP and the USACE before proceeding with construction, and where applicable, municipal governing bodies. Consultation with these agencies early in the project design process is encouraged.

A small area in the southern extent of the site is located within a FEMA 100 year floodplain associated with Soper Mill Brook.

Wetlands within the survey area may be further regulated under municipal ordinances, such as Shoreland Zone, Site Plan Review, or other local ordinances.

### **References:**

- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of Wetlands and Deepwater Habitat in the United States. U.S. Fish and Wildlife Service. FWS/OBD-79/31 103pp.
- Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. Technical Report Y-87, U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.
- U.S. Army Corps of Engineers (USACE). 2012. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region. ERDC/EL TR-12-01. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

Penley Corner Road Parcel, Auburn, ME – Wetland Delineation  
Memorandum  
Page 4 of 6  
November, 29, 2021

Schlawin, J. Cutko, A. Maine Natural Areas Program. 2014. A Conservation Vision for Maine Using Ecological Systems.

Web Soil Survey. 2021. U.S. Department of Agriculture – Natural Resources Conservation Service.  
<http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>

**Attachments:**

1. Representative Site Photographs

Penley Corner Road Parcel, Auburn, ME – Wetland Delineation  
Memorandum  
Page 5 of 6  
November, 29, 2021

**Attachment 1**

**Representative Site Photographs**

Penley Corner Road Parcel, Auburn, ME – Wetland Delineation  
Memorandum  
Page 6 of 6  
November, 29, 2021

**Attachment 2**  
**Natural Resource Map**

## Natural Resource Photographs Penley Road Parcel, Auburn, Maine

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**Photo 1:** View looking southeasterly across Wetland A from flag 90.  
Photo taken 11/19/2021



**Photo 2:** View looking across Wetland A from flag 30.  
Photo taken 11/19/2021

## Natural Resource Photographs Penley Road Parcel, Auburn, Maine

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**Photo 3:** View looking northerly at Wetland B from flag 1  
Photo taken 11.24.2021



**Photo 4:** View looking southerly through Wetland B from flag 7.  
Photo taken 11.24.2021

## Natural Resource Photographs Penley Road Parcel, Auburn, Maine

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**Photo 5:** View looking northerly across Wetland C from flag 1.  
Photo taken 11.24.2021



**Photo 6:** View looking northerly across Wetland C from flag 1.  
Photo taken 11.24.2021

## Natural Resource Photographs Penley Road Parcel, Auburn, Maine

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**Photo 7:** View looking westerly across Wetland D from flag 1.  
Photo taken 11.24.2021



**Photo 8:** View looking westerly across Wetland D from flag 60.  
Photo taken 11.24.2021

## Natural Resource Photographs Penley Road Parcel, Auburn, Maine

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**Photo 9:** View looking easterly across Wetland D from flag 73.  
Photo taken 11.24.2021



**Photo 10:** View looking southerly across Wetland E from flag 1.  
Photo taken 11.24.2021

## Natural Resource Photographs Penley Road Parcel, Auburn, Maine

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**Photo 11:** View looking westerly across Wetland F.  
Photo taken 11.24.2021



**Photo 12:** View looking upstream at Stream 1.  
Photo taken 11.19.2021

## Natural Resource Photographs Penley Road Parcel, Auburn, Maine

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**Photo 13:** View looking upstream at Stream 2.  
Photo taken 11.24.2021



**Photo 14:** View looking upstream at Stream 3.  
Photo taken 11.24.2021.

## Natural Resource Photographs Penley Road Parcel, Auburn, Maine

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**Photo 15:** View looking upstream at Stream 4.  
Photo taken 11.24.2021.



**Photo 16:** View looking upstream at Stream 5.  
Photo taken 11.24.2021.

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To: Don McFadden  
St. Germain Collins  
File: 195601712

From: Rodney Kelshaw  
Topsham ME Office  
Date: April 25, 2019

---

**Reference: Vernal Pool Survey for Morin Brick property, 263 Penley Corner Road, Auburn, Maine**

At the request of St. Germain Collins, Stantec Consulting Services Inc. (Stantec) conducted a vernal pool survey on an approximately 50-acre site in Auburn, Maine (Site) on April 25, 2019. The Site is located at 263 Penley Corner Road (Map 113, Lot 015), as depicted on the attached Figure you provided to us on March 28, 2019.

The survey was seasonally appropriate based on amphibian activity at other locations in this area at this time. It was conducted based on the criteria provided in Chapter 335, Significant Wildlife Habitat, of the Maine Natural Resources Protection Act and the US Army Corps of Engineers Maine General Permit. The vernal pool survey also followed the technical guidelines outlined in the Maine Association of Wetland Scientists (MAWS) Vernal Pool Technical Committee Vernal Pool Survey Protocol, April 2014.

No actual or potential vernal pools were identified on the parcel during the survey. Since no pools were observed, no second-visit survey is necessary.

Thank you for the opportunity to continue to work with St. Germain Collins and we look forward to teaming with you on future projects.

**Stantec Consulting Services Inc.**



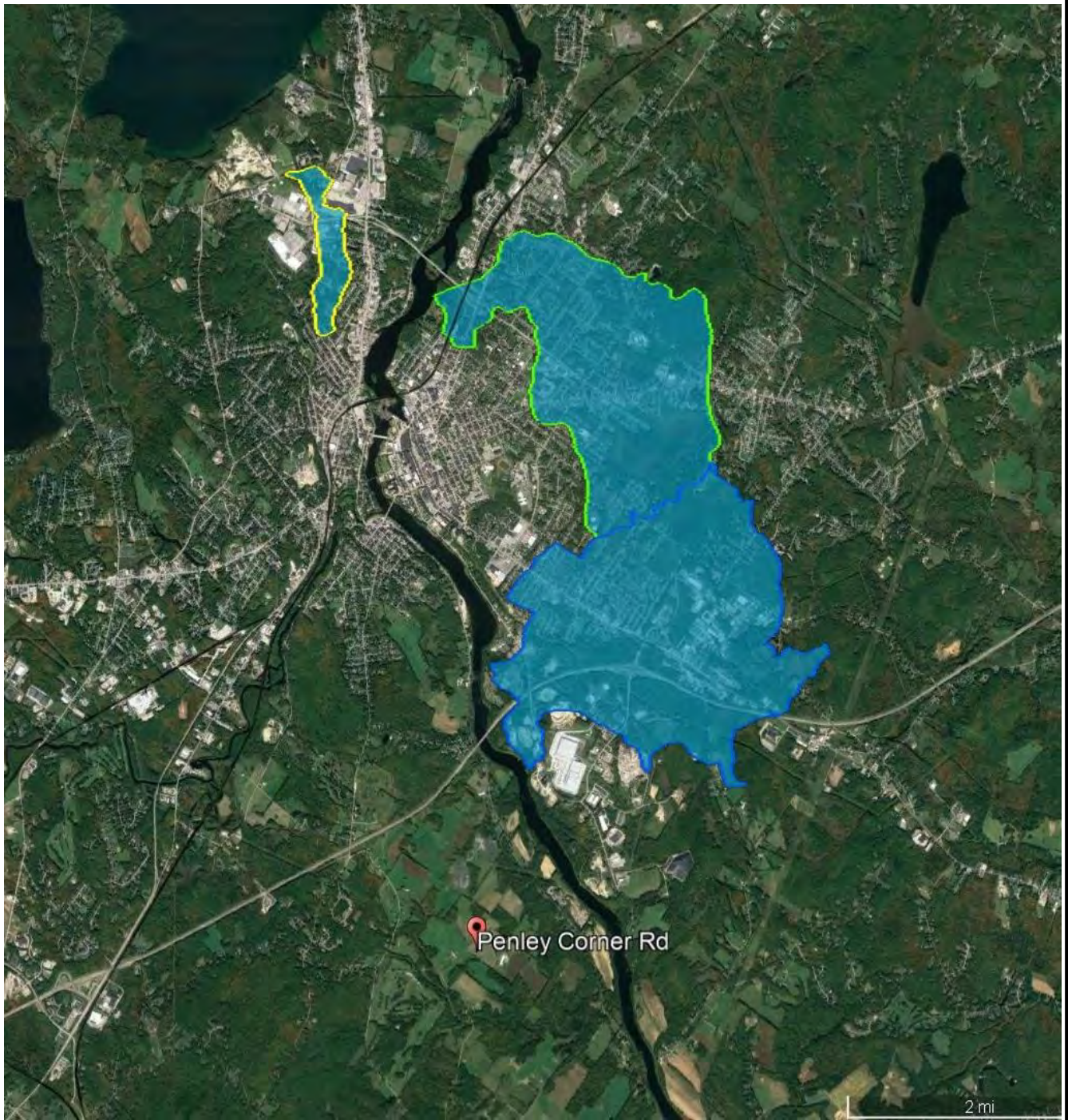
**Rodney Kelshaw** CWB, PWS  
Project Manager / Project Scientist

Phone: 207 944 6776  
Rodney.Kelshaw@stantec.com

Attachment: Tax Map



0 500 1,000 2,000 Feet



SOURCE: MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP)  
GOOGLE EARTH URBAN IMPAIRED STREAMS VIEWER – ACCESSED:  
03/29/2022.

## URBAN IMPAIRED STREAMS

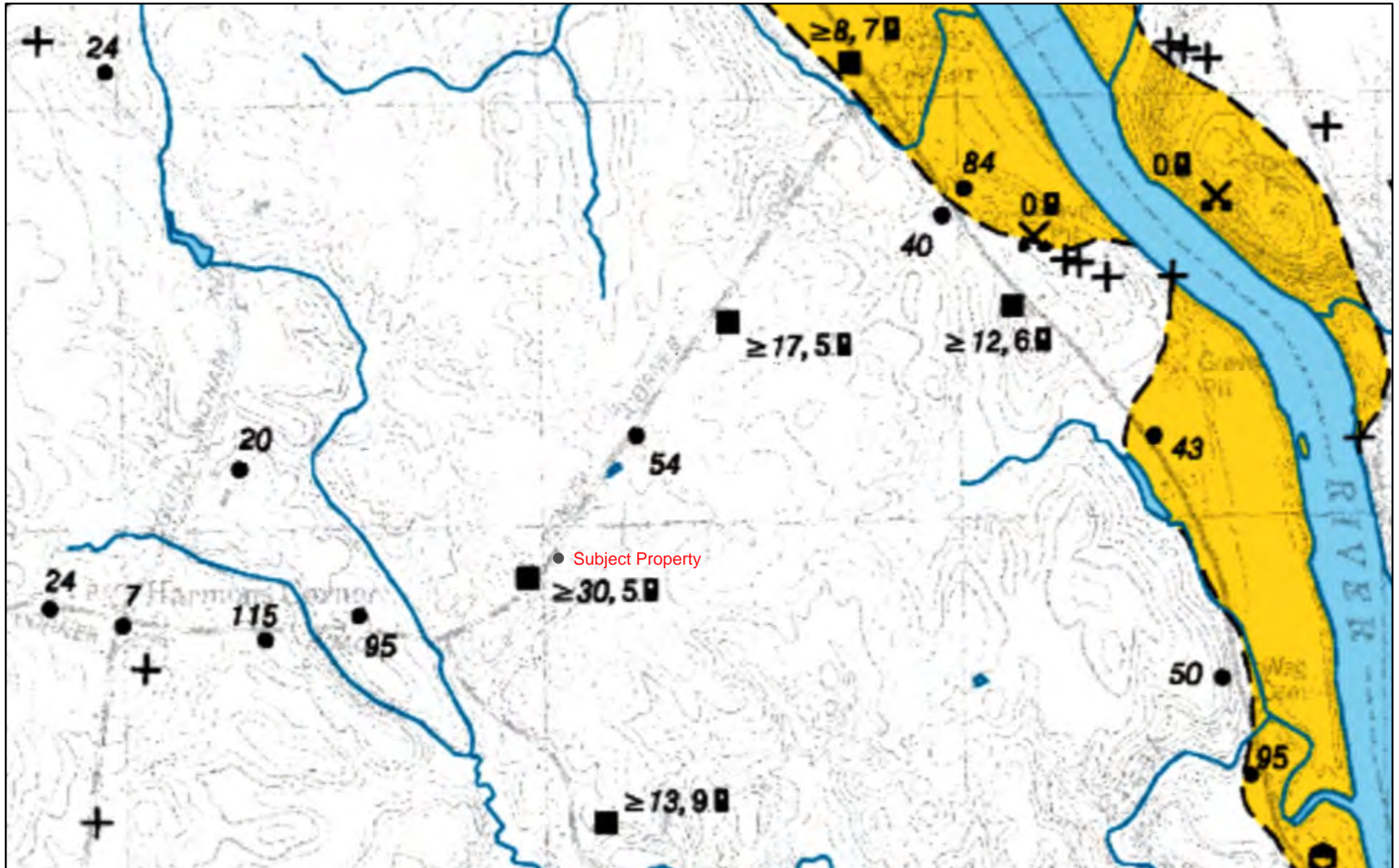
PENLEY CORNER ROAD PIT  
PENLEY CORNER ROAD  
AUBURN, MAINE

CLIENT:  
RJF MORIN BRICK, LLC  
130 MORIN BRICK ROAD  
AUBURN, MAINE 04210



**FIGURE  
9.4**

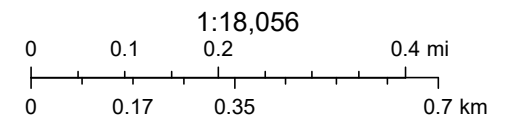
# Significant Sand & Gravel Aquifers in Maine



3/31/2022, 2:48:50 PM

Image

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri



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



March 31, 2022

Nicholas Barker  
St. Germain  
846 Main Street  
Westbrook, ME 04092

**RE: Information Request – Clay Pit Penley Corner Road Project, Auburn**

Dear Nicholas:

Per your request received on March 17, 2022, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns within the vicinity of the *Clay Pit Penley Corner Road* project in Auburn. Per your letter and email correspondence on March 31, 2022, surveys for vernal pools have been conducted and none are located in the project area.

Our Department has not mapped any Essential or Significant Wildlife Habitats that would be directly affected by your project.

***Endangered, Threatened, and Special Concern Species***

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

***Fisheries Habitat***

We generally recommend maintaining 100-foot undisturbed vegetated buffers from the upland edge of all intermittent and perennial streams and any contiguous wetlands. Maintaining and enhancing buffers along these resources is critical to the protection of water temperatures, water quality, natural inputs of coarse woody debris, and various forms of aquatic life necessary to support fish and other aquatic species. Riparian buffers also provide critical habitat and important travel corridors for a variety of wildlife species. Stream crossings should be avoided, but if a stream crossing is necessary, or an existing crossing needs to be modified, it should be designed to provide for full aquatic passage. Small streams, including intermittent streams, can provide crucial rearing habitat, cold water for thermal refugia, and abundant food for juvenile salmonids on a seasonal basis. Undersized crossings may inhibit these functions and become a frequent maintenance problem that causes reoccurring damage to the resource. Generally,

MDIFW recommends that all new, modified, and replacement stream crossings be sized to span at least 1.2 times the bankfull width of the stream. In addition, we generally recommend that stream crossings be open bottomed (i.e. natural bottom), although embedded structures which are backfilled with representative streambed material have been shown to be effective in providing habitat connectivity for fish and other aquatic organisms. Construction Best Management Practices should be closely followed to avoid erosion, sedimentation, alteration of stream flow, and other impacts as eroding soils can travel significant distances as well as transport other pollutants resulting in direct impacts to fish, other aquatic life, and their habitats. In addition, we recommend that any necessary instream work occur between July 15 and October 1.

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

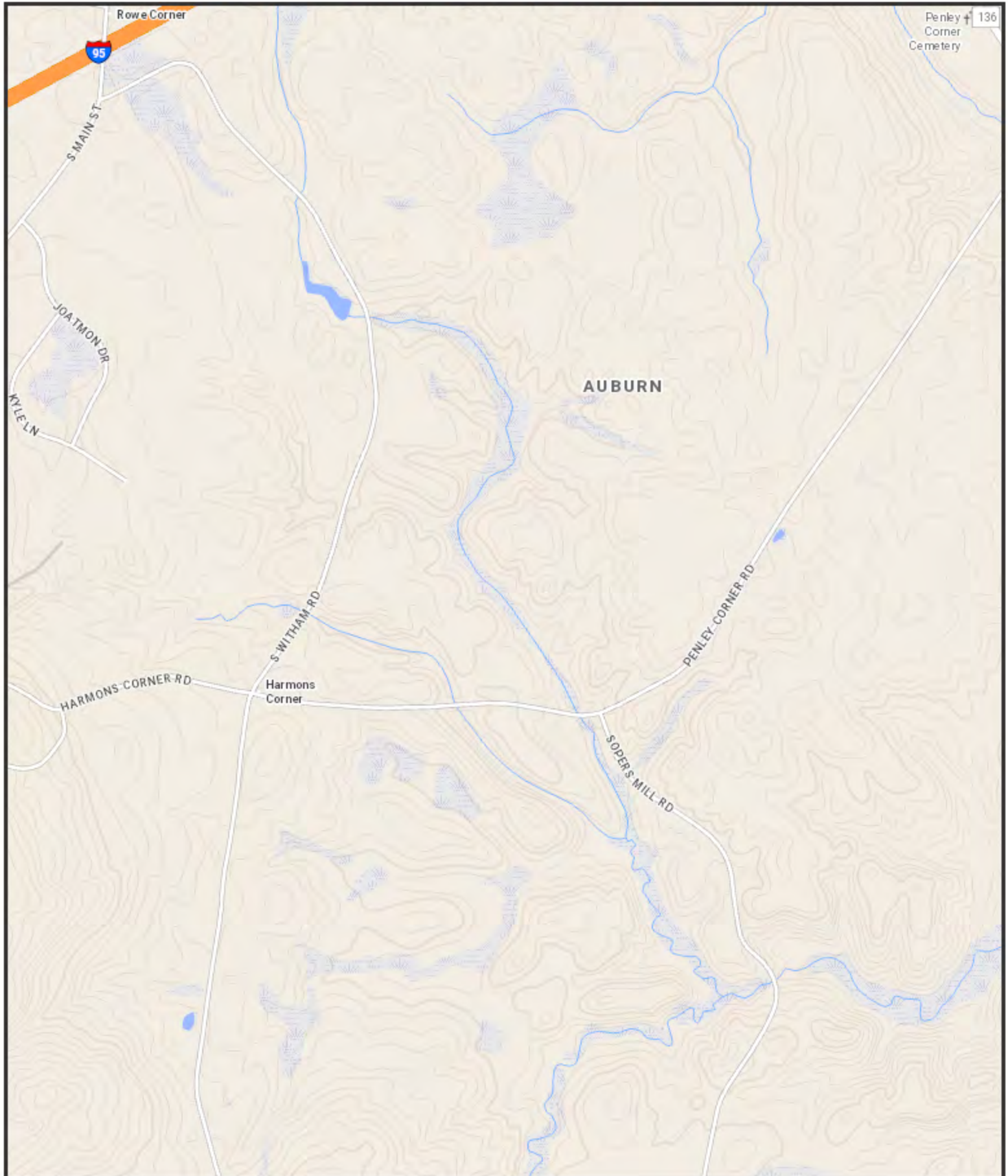
Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,

A handwritten signature in black ink, appearing to read 'Becca Settele', with a stylized, flowing script.

Becca Settele  
Wildlife Biologist

# MAINE DOT CARMA PUBLIC MAP



The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch.

0.2  
Miles  
1 inch = 0.24 miles

Date: 4/4/2022  
Time: 12:53:11 PM

## **10.0 LIGHTING & UTILITY PLANS**

No buildings, lighting structures, or utilities are proposed for development on the subject property.

## **11.0 TRAFFIC INFORMATION**

A 24-foot-wide gravel driveway will provide access to the site from Penley Corner Road, seen on Sheet C-101 and C-102 of the plan set. Additionally, signage is required by the City of Auburn (see Section 13 for additional details).

The use of the pit will occur during regular business hours, typically during July and August. Up to 5 dump trucks per hour can be expected hauling material from this pit to Morin's factory location in Auburn. 1-3 employees may work at the site, operating machinery and loading trucks for transport. These employee trips are at the beginning and end of the workday, thus having a negligible impact on the peak hour trips generated at the site.

Approximate sight distances are shown on the plan (Sheet C-102) from the proposed access road.

## **12.0 STATE SUBDIVISION LAW & ADDITIONAL SUBDIVISION STANDARDS**

The subject property is not planned for subdivision.

### 13.0 COMPLIANCE WITH STANDARDS

The subject property is located in the Agriculture & Resource Protection (AG) zone per the City of Auburn Zoning Map. Approved uses for this district reflect the City's intent to keep parcels in this zone dedicated to agricultural use and protection of existing conditions of resources – fields, forests, wetlands, etc.

The proposed use for clay extraction is not specified as an approved use in this zone; however, under *Article VIII. - Excavation Permit Regulations* of Chapter 60 in the City Ordinances, the "excavation of sand, gravel, stone or other earth material from any land in the city is hereby prohibited except such excavation as may be authorized in any zoning district by a permit issued by the planning board or as otherwise permitted under this chapter." Therefore, clay extraction is allowed based on a process defined by the ordinance, which involves the submittal of this Development Review Application to the Planning Board.

It is the opinion of the applicant and design team that the project meets the current requirements of Article VIII to the best of our knowledge. - *Excavation Permit Regulations* of Chapter 60 in the City of Auburn Code of Ordinances and the remaining zoning requirements of the Agriculture and Resource Protection zone. A summary of applicable standards follows.

#### **District Standards**

##### *Agriculture and Resource Protection (AG) Zone Space and Bulk Standards*

<b>Requirement</b>	<b>AG Zone</b>	<b>Proposed</b>
Min. Lot Area	10 acres	50 acres
Min. Street Frontage	250 ft	773 ft
Min. Front Setback	25 ft	25 ft
Min. Rear Setback	25 ft	25 ft
Min. Side Setback	15ft	15 ft
Max. Building Height	35 ft	N/A
Parking	Per municipal officer charged with enforcement.	Parking spaces will be provided in the working pit area, and the location will vary depending on pit extents → one space per employee; 3 employees; 3 spaces proposed.

## **Site Plan Review Performance Standards**

The project complies with the following standards as outlined in *Article VIII. - Excavation Permit Regulations* of Chapter 60 in the City of Auburn Code of Ordinances:

<b>Site Plan Review Standard</b>	<b>Response</b>
<i>(a) In judging whether or not a resource extraction permit shall be issued, the planning board shall after a public hearing, determine the setback allowances, ingress and egress to provide a site distance that meets minimum safety standards, and access road location and maintenance.</i>	The project has been developed to meet the space and bulk standards of the AG Zoning District and other City performance standards.
<i>(b) In judging whether or not a resource extraction permit shall be issued, the planning board shall address the following, if applicable:</i> <i>(1) Maintenance of safe and healthful conditions such as the posting of danger areas, the installation of gates to prevent access, etc.;</i> <i>(2) The prevention and control of erosion and sedimentation;</i> <i>(3) The proximity of water bodies and wetland areas;</i>  <i>(4) The effect on the aesthetic, scenic or natural beauty of the immediate area;</i>	<p>(1): See Attachment 15 (Sheet C-102).</p> <p>(2): See Attachment 15 Sheets C-102, C-301, and C-501.</p> <p>(3): A wetland delineation was performed on the site in November of 2021, and the identified wetlands are shown on the site plans. The wetland memo and photographs are included in Attachment 9.</p> <p>The proposed extraction area works around the delineated wetlands to the greatest extent and only small impacts are requested. An existing stream crossing needs to be repaired and replaced to enable safe travel into the site (see Section 14 for additional details).</p> <p>(4): A natural buffer of trees and brush surround the stream on the western portion of the property. Development of the site will maintain the buffer. The phased approach to extraction will ensure only a small area will be open before it is reclaimed.</p>

Site Plan Review Standard	Response
<p><i>(5) Whether the size of the resource deposit in relation to the area affected justifies the excavation activity;</i></p> <p><i>(6) The compatibility of the use with the surrounding uses and the neighborhood. Under this criteria items to be addressed are as follows: hours of operation, noise emitted from the operation, types of machinery to be used, dust, provisions of screening, orientation of the excavation operation, etc.</i></p>	<p>(5): The surficial geology of the property is comprised of marine regressive sand deposits, which consist of sand, silt, and minor gravel deposits. Morin Brick conducted test pits across the site and determined the suitability of the available clay met their high standard for their bricks.</p> <p>(6): Clay extraction is not wholly incompatible with agricultural activities. Hours of operation should be similar to the adjacent Lewiston Auburn Water Pollution Control Authority (LAWPCA) biosolids composting facility and the neighboring farm, with no nighttime operations. Noise from machinery is not near any roads and is buffered by trees on all sides.</p> <p>Dust from the extraction process is not expected to be an issue but a permanent gravel tracking pad is proposed at the end of the access road to prevent materials from being tracked onto the roadway.</p>
<p><i>(c) In judging whether or not a resource extraction permit should be issued, the planning board shall address the following:</i></p> <p><i>(1) Adequacy of the applicant's reclamation plan;</i></p> <p><i>(2) The applicant must demonstrate proof of bonding capacity or security adequate to ensure compliance with an approved reclamation plan.</i></p>	<p>(1): See Attachment 15 (Sheet C-301).</p> <p>(2): As the Best Management Practices (BMPs) and reclamation process for internally drained pits is not overly complex and the yearly extraction area to be reclaimed is relatively small, Morin Brick has sufficient cash flow to fund the ongoing reclamation, as they have on their other clay pits. In addition, a letter from their bank is provided in Attachment 5.</p>

Site Plan Review Standard	Response
<i>(d) In judging whether or not a resource extraction permit should be issued for the excavation of organic material, the department of community development and planning shall consider compliance with the criteria cited in subsection (a) of this section and shall address, if applicable, the criteria in subsection (b) of this section.</i>	N/A: not excavating organic material.

## **14.0 APPLICABLE STATE PERMITS**

### **14.1 Maine DEP: Notice of Intent to Comply (NOITC)**

A NOITC with the Performance Standards for Excavations for Borrow, Clay, Topsoil or Silt (38 M.R.S.A. §490-C) will be applied for with the state as is required with all extraction pits. No variances are being requested or proposed.

### **14.2 Maine DEP: PBR License Under the Natural Resource Protection Act (NRPA)**

The construction of a bridge span or culvert crossing of a river, stream, or brook requires a Permit by Rule (PBR) license from Maine DEP under the NRPA. The applicant will submit a Stream Crossing PBR Notification Form with the regulatory agency.

Approximately 2,662 sf of wetlands are proposed to be disturbed. Since this is less than the NRPA Tier 1 permit threshold of 4,300 sf, no additional permits are required for the impacts.

## **15.0 PLAN SET**

Engineering plans for the proposed improvements are provided in this section.

PERMITTING DRAWINGS

FOR

PENLEY CORNER ROAD PIT

PENLEY CORNER ROAD

AUBURN, MAINE

APRIL 2022



REV.	DATE	REVISION DESCRIPTION

DESIGNED BY: KSJ

DRAWN BY: KSJ

CHECKED BY: PJC

DATE: 4/8/2022

FILE NAME: 3746-0003 COV01.dwg

PROJECT NAME:

PENLEY CORNER ROAD PIT

MAP 113, LOT 15

PENLEY CORNER ROAD

AUBURN, MAINE

CLIENT:

RJF MORIN BRICK, LLC

130 MORIN BRICK ROAD

AUBURN, MAINE

SHEET TITLE:

COVER

SHEET

SHEET NO:

C-001

PROFESSIONAL CONTACTS:

APPLICANT :

RFJ MORIN BRICK, LLC

130 MORIN BRICK ROAD

AUBURN, MAINE, 04210

(207)784-9375

CONTACT: LOUISE WILKINSON

ENGINEERING & DESIGN:

ST.GERMAIN

846 MAIN STREET

WESTBROOK, ME 04092

(207) 591-7000

CONTACT: KYLE JACOBSON, PE#16656

SURVEYOR:

SURVEY, INC

PO BOX 210

936 ROOSEVELT TRAIL, UNIT 5

WINDHAM, ME 04062

(207) 892-2556

CONTACT: WILLIAM SHIPPEN, PLS#2118

WETLAND SCIENTIST:

MAINELY SOILS, LLC

17 LEONOV LANE

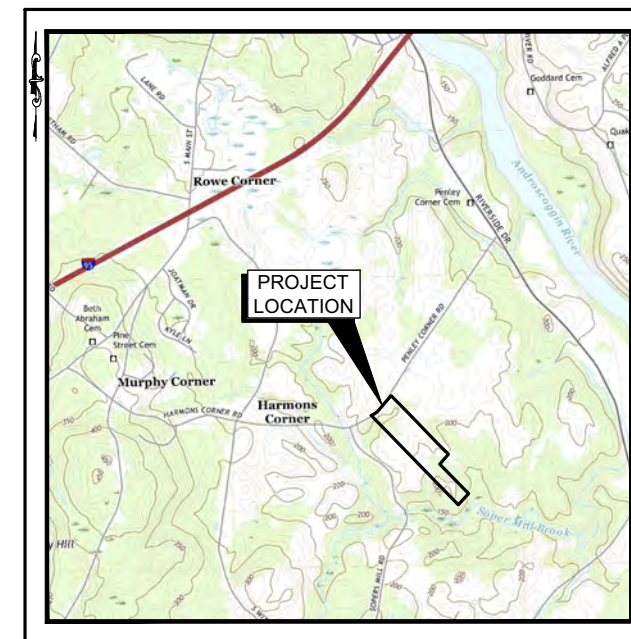
RICHMOND, ME 04357

(207) 650-4313

CONTACT: ALEXANDER FINAMORE, LSE#391, CWS

DRAWING LIST:

C-001	COVER SHEET
--	BOUNDARY SURVEY
C-101	TOPOGRAPHIC SITE PLAN
C-102	ACCESS ROAD PLAN
C-201	PHASED CONSTRUCTION PLAN
C-301	RECLAMATION PLAN
C-501	EROSION & SEDIMENTATION CONTROL NOTES & DETAILS
C-502	DETAILS

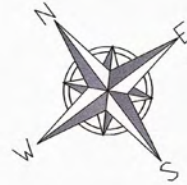


SITE LOCATION MAP

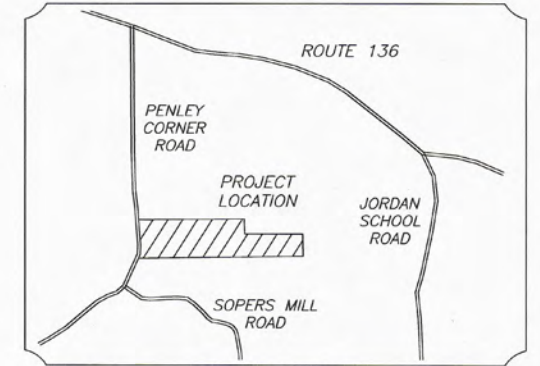
SCALE: 1" = 2,000'

SOURCE: USGS, LEWISTON, MAINE, QUADRANGLE, DATED 2021

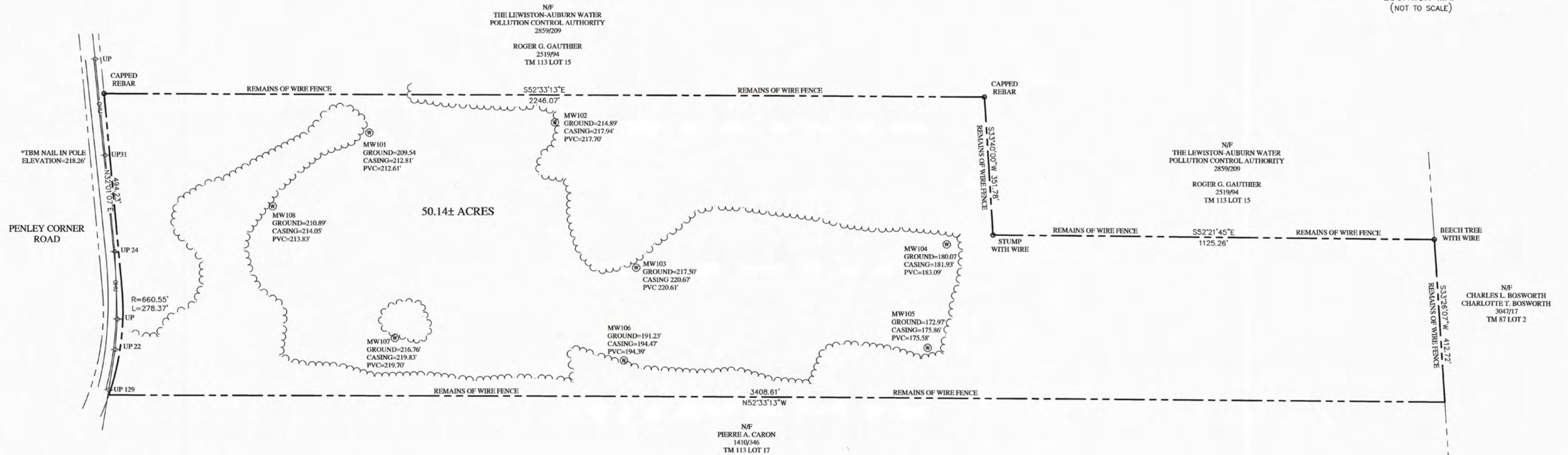




GRID NORTH  
MAINE STATE PLANE  
NAD 83, 1802 - MAINE WEST



LOCATION MAP  
(NOT TO SCALE)



**PLAN REFERENCES:**

(1) STANDARD BOUNDARY SURVEY GAUTHIER FARM PENLEY CORNER ROAD AUBURN, MAINE ANDROSCOGGIN COUNTY PREPARED FOR LEWISTON AUBURN WATER POLLUTION CONTROL AUTHORITY DATED NOVEMBER 12, 1991 BY TECHNICAL SERVICES, INC.

**SURVEY NOTES:**

- (1) THE OWNERS OF RECORD ARE JOSEPH CHOLEWA, STEPHEN W. CHOLEWA, AMANDA BETH AREND, JUSTIN NICHOLAS CHOLEWA, STEFANIE RENEE CHOLEWA-ARCHIBUEQUE AND JONATHAN MICHAEL CHOLEWA AS DESCRIBED IN A DEED RECORDED IN BOOK 9914 PAGE 156 IN THE ANDROSCOGGIN COUNTY REGISTRY OF DEEDS.
- (2) THE PARCEL IS DEPICTED AS LOT 15 ON THE CITY OF AUBURN ASSESSORS MAP 113.
- (3) NORTH REFERENCE: MAINE STATE PLANE 1802 WEST ZONE
- (4) VERTICAL DATUM- NAVD 88.
- (5) REFERENCE IS MADE TO A RIGHT OF WAY RESERVED IN BOOK 20 PAGE 77 OF UNKNOWN WIDTH AND LOCATION.

**CERTIFICATION:**

I CERTIFY THAT THIS SURVEY CONFORMS TO THE STANDARDS OF THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS AND IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

WILLIAM C. SHIPPEN P.L.S. 2118



**BOUNDARY SURVEY**

PENLEY CORNER ROAD  
AUBURN, MAINE

FOR:

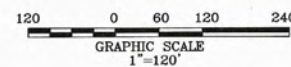
**ST. GERMAIN**  
846 MAIN STREET  
WESTBROOK, MAINE 04092  
(CLIENT)

SURVEY BY:

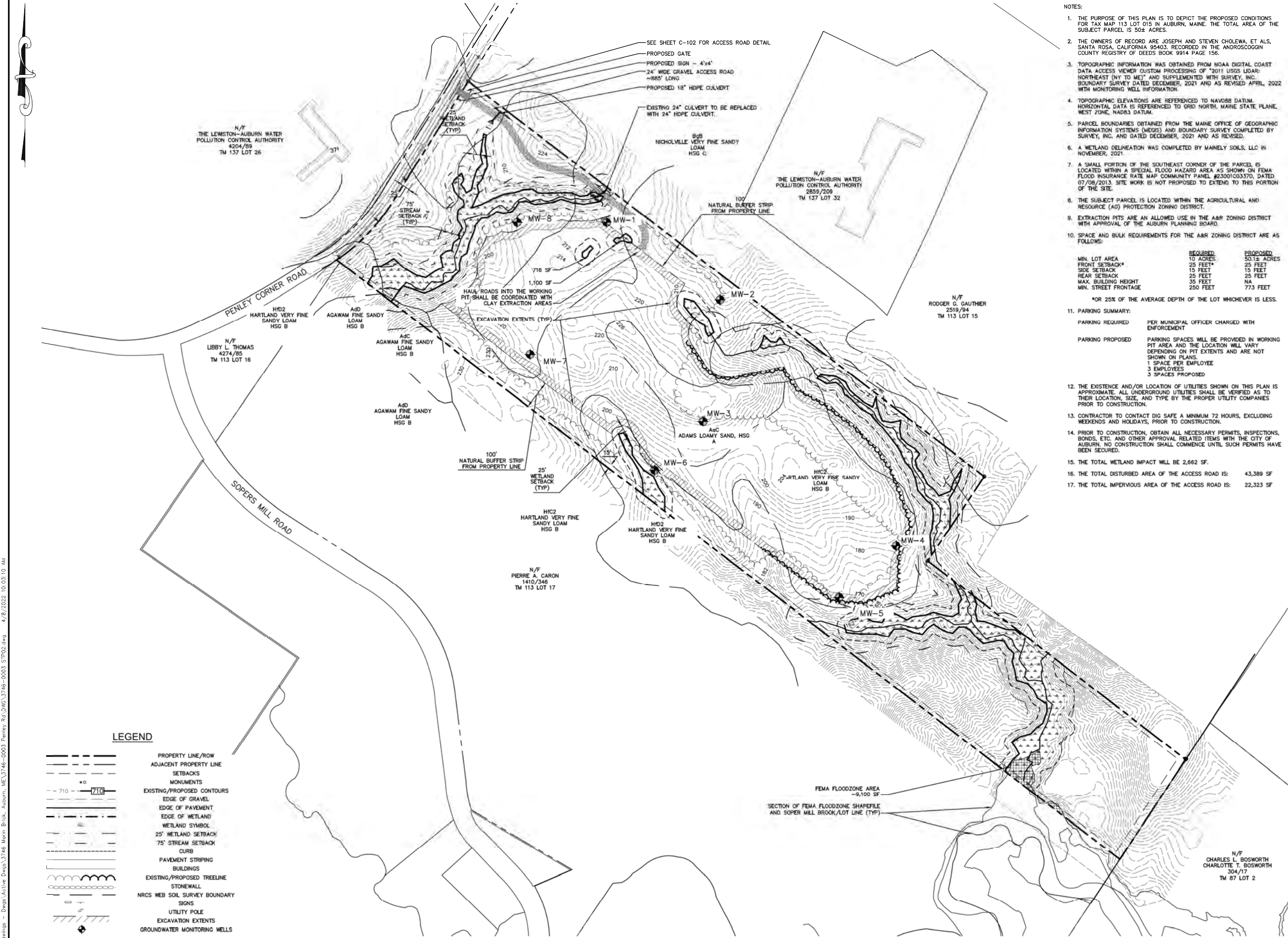
**SURVEY, INC.**  
P.O. BOX 210  
WINDHAM, ME 04062  
(207) 892-2556  
INFO@SURVEYINCORPORATED.COM

DWN: WCS  
DATE: DECEMBER 2021  
REV: APRIL 2022 MONITORING WELLS

CHK: DRR  
JOB NO. 21-308



M:\\_Cad Drawings - Deep Active Dwg\3746 Morin Brick, Auburn, ME\3746-0003 Penley Rd\DWG\3746-0003 STP02.dwg 4/8/2022 10:03:10 AM



- NOTES:
1. THE PURPOSE OF THIS PLAN IS TO DEPICT THE PROPOSED CONDITIONS FOR TAX MAP 113 LOT 15 IN AUBURN, MAINE. THE TOTAL AREA OF THE SUBJECT PARCEL IS 50.4 ACRES.
  2. THE OWNERS OF RECORD ARE JOSEPH AND STEVEN CHOLEWA, ET ALS, SANTA ROSA, CALIFORNIA 95403. RECORDED IN THE ANDROSCOGGIN COUNTY REGISTRY OF DEEDS BOOK 9914 PAGE 156.
  3. TOPOGRAPHIC INFORMATION WAS OBTAINED FROM NOAA DIGITAL COAST DATA ACCESS VIEWER CUSTOM PROCESSING OF "2011 USGS LIDAR: NORTHEAST (NY TO ME)" AND SUPPLEMENTED WITH SURVEY, INC. BOUNDARY SURVEY DATED DECEMBER, 2021 AND AS REVISED APRIL, 2022 WITH MONITORING WELL INFORMATION.
  4. TOPOGRAPHIC ELEVATIONS ARE REFERENCED TO NAVD83 DATUM. HORIZONTAL DATA IS REFERENCED TO GRID NORTH, MAINE STATE PLANE, WEST ZONE, NAD83 DATUM.
  5. PARCEL BOUNDARIES OBTAINED FROM THE MAINE OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS (MEGIS) AND BOUNDARY SURVEY COMPLETED BY SURVEY, INC. AND DATED DECEMBER, 2021 AND AS REVISED.
  6. A WETLAND DELINEATION WAS COMPLETED BY MAINELY SOILS, LLC IN NOVEMBER, 2021.
  7. A SMALL PORTION OF THE SOUTHEAST CORNER OF THE PARCEL IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL #23001C03370, DATED 07/08/2013. SITE WORK IS NOT PROPOSED TO EXTEND TO THIS PORTION OF THE SITE.
  8. THE SUBJECT PARCEL IS LOCATED WITHIN THE AGRICULTURAL AND RESOURCE (AR) PROTECTION ZONING DISTRICT.
  9. EXTRACTION PITS ARE AN ALLOWED USE IN THE AR ZONING DISTRICT WITH APPROVAL OF THE AUBURN PLANNING BOARD.
  10. SPACE AND BULK REQUIREMENTS FOR THE AR ZONING DISTRICT ARE AS FOLLOWS:

	REQUIRED	PROPOSED
MIN. LOT AREA	10 ACRES	50.4 ACRES
FRONT SETBACK*	25 FEET	25 FEET
SIDE SETBACK	15 FEET	15 FEET
REAR SETBACK	25 FEET	25 FEET
MAX. BUILDING HEIGHT	35 FEET	NA
MIN. STREET FRONTAGE	250 FEET	773 FEET

\*OR 25% OF THE AVERAGE DEPTH OF THE LOT WHICHEVER IS LESS.
  11. PARKING SUMMARY:

PARKING REQUIRED	PER MUNICIPAL OFFICER CHARGED WITH ENFORCEMENT
PARKING PROPOSED	PARKING SPACES WILL BE PROVIDED IN WORKING PIT AREA AND THE LOCATION WILL VARY DEPENDING ON PIT EXTENTS AND ARE NOT SHOWN ON PLANS. 1 SPACE PER EMPLOYEE 3 EMPLOYEES 3 SPACES PROPOSED
  12. THE EXISTENCE AND/OR LOCATION OF UTILITIES SHOWN ON THIS PLAN IS APPROXIMATE. ALL UNDERGROUND UTILITIES SHALL BE VERIFIED AS TO THEIR LOCATION, SIZE, AND TYPE BY THE PROPER UTILITY COMPANIES PRIOR TO CONSTRUCTION.
  13. CONTRACTOR TO CONTACT DIG SAFE A MINIMUM 72 HOURS, EXCLUDING WEEKENDS AND HOLIDAYS, PRIOR TO CONSTRUCTION.
  14. PRIOR TO CONSTRUCTION, OBTAIN ALL NECESSARY PERMITS, INSPECTIONS, BONDS, ETC. AND OTHER APPROVAL RELATED ITEMS WITH THE CITY OF AUBURN. NO CONSTRUCTION SHALL COMMENCE UNTIL SUCH PERMITS HAVE BEEN SECURED.
  15. THE TOTAL WETLAND IMPACT WILL BE 2,662 SF.
  16. THE TOTAL DISTURBED AREA OF THE ACCESS ROAD IS: 43,389 SF
  17. THE TOTAL IMPERVIOUS AREA OF THE ACCESS ROAD IS: 22,323 SF

LEGEND

- PROPERTY LINE/ROW
- ADJACENT PROPERTY LINE
- SETBACKS
- MONUMENTS
- EXISTING/PROPOSED CONTOURS
- EDGE OF GRAVEL
- EDGE OF PAVEMENT
- EDGE OF WETLAND
- WETLAND SYMBOL
- 25' WETLAND SETBACK
- 75' STREAM SETBACK
- CURB
- PAVEMENT STRIPING
- BUILDINGS
- EXISTING/PROPOSED TREELINE
- STONEWALL
- NRCS WEB SOIL SURVEY BOUNDARY
- SIGNS
- UTILITY POLE
- EXCAVATION EXTENTS
- GROUNDWATER MONITORING WELLS



REV.	DATE	REVISION DESCRIPTION

DESIGNED BY: KSJ  
DRAWN BY: KSJ  
CHECKED BY: PJC  
DATE: 4/8/2022  
FILE NAME: 3746-0003 STP02.dwg

PROJECT NAME:  
  
PENLEY CORNER ROAD PIT  
MAP 113, LOT 15  
PENLEY CORNER ROAD  
AUBURN, MAINE

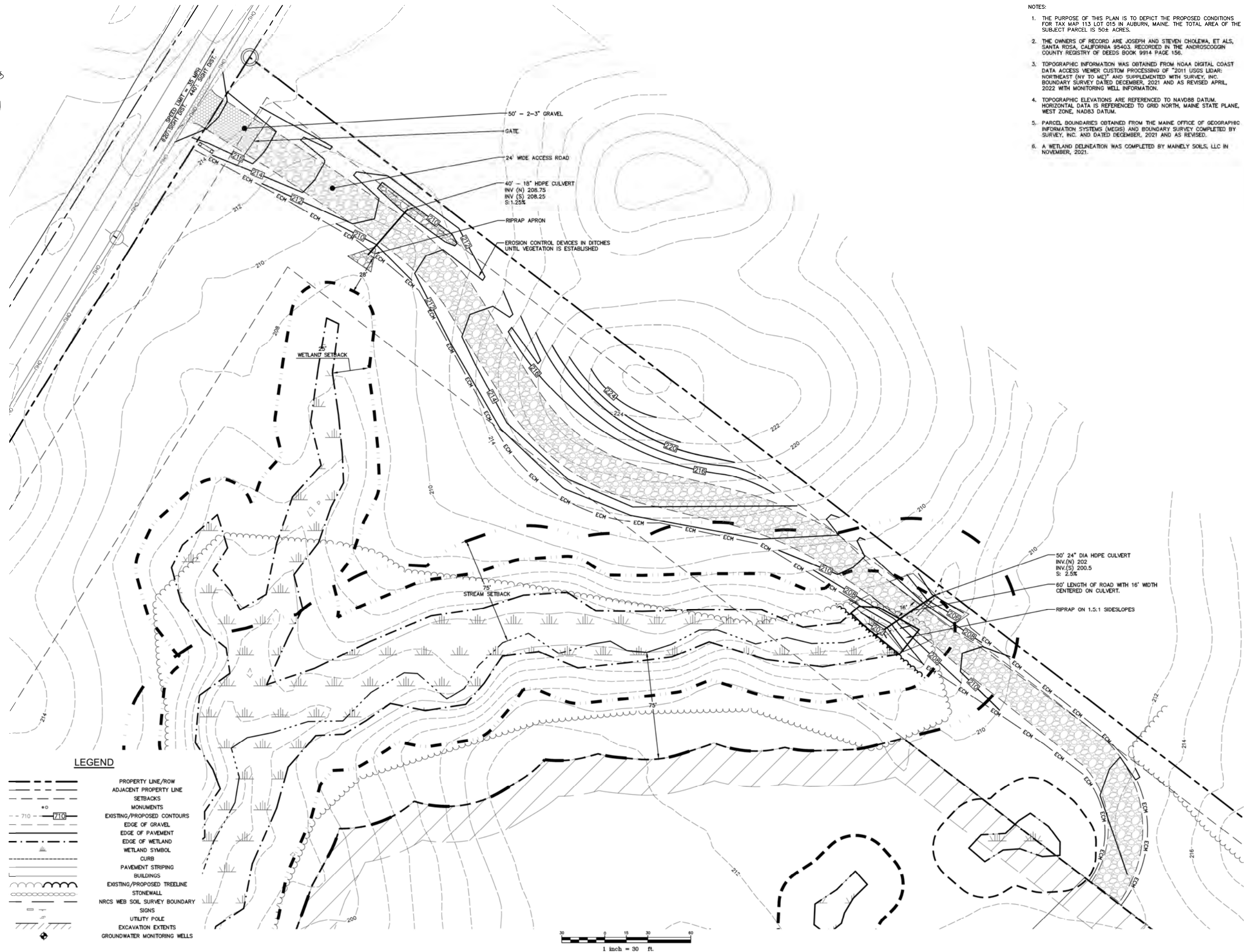
CLIENT:  
  
RJF MORIN BRICK, LLC  
130 MORIN BRICK ROAD  
AUBURN, MAINE

SHEET TITLE:

TOPOGRAPHIC  
SITE PLAN

SHEET NO.

M:\Cad Drawings - Draw Active Dwg\3746 Morin Brick, Auburn, ME\3746-0003 Penley Rd\DWG\3746-0003 STP02.dwg 4/8/2022 10:05:40 AM



- NOTES:
1. THE PURPOSE OF THIS PLAN IS TO DEPICT THE PROPOSED CONDITIONS FOR TAX MAP 113 LOT 15 IN AUBURN, MAINE. THE TOTAL AREA OF THE SUBJECT PARCEL IS 50± ACRES.
  2. THE OWNERS OF RECORD ARE JOSEPH AND STEVEN CHOLEWA, ET ALS, SANTA ROSA, CALIFORNIA 95403. RECORDED IN THE ANDROSCOGGIN COUNTY REGISTRY OF DEEDS BOOK 9914 PAGE 156.
  3. TOPOGRAPHIC INFORMATION WAS OBTAINED FROM NOAA DIGITAL COAST DATA ACCESS VIEWER CUSTOM PROCESSING OF "2011 USGS LIDAR: NORTHEAST (NY TO ME)" AND SUPPLEMENTED WITH SURVEY, INC. BOUNDARY SURVEY DATED DECEMBER, 2021 AND AS REVISED APRIL, 2022 WITH MONITORING WELL INFORMATION.
  4. TOPOGRAPHIC ELEVATIONS ARE REFERENCED TO NAVD88 DATUM. HORIZONTAL DATA IS REFERENCED TO GRID NORTH, MAINE STATE PLANE, WEST ZONE, NAD83 DATUM.
  5. PARCEL BOUNDARIES OBTAINED FROM THE MAINE OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS (MEGIS) AND BOUNDARY SURVEY COMPLETED BY SURVEY, INC. AND DATED DECEMBER, 2021 AND AS REVISED.
  6. A WETLAND DELINEATION WAS COMPLETED BY MAINLY SOILS, LLC IN NOVEMBER, 2021.



REV.	DATE	REVISION DESCRIPTION

DESIGNED BY: KSJ  
DRAWN BY: KSJ  
CHECKED BY: PJC  
DATE: 4/8/2022  
FILE NAME: 3746-0003 STP02.dwg

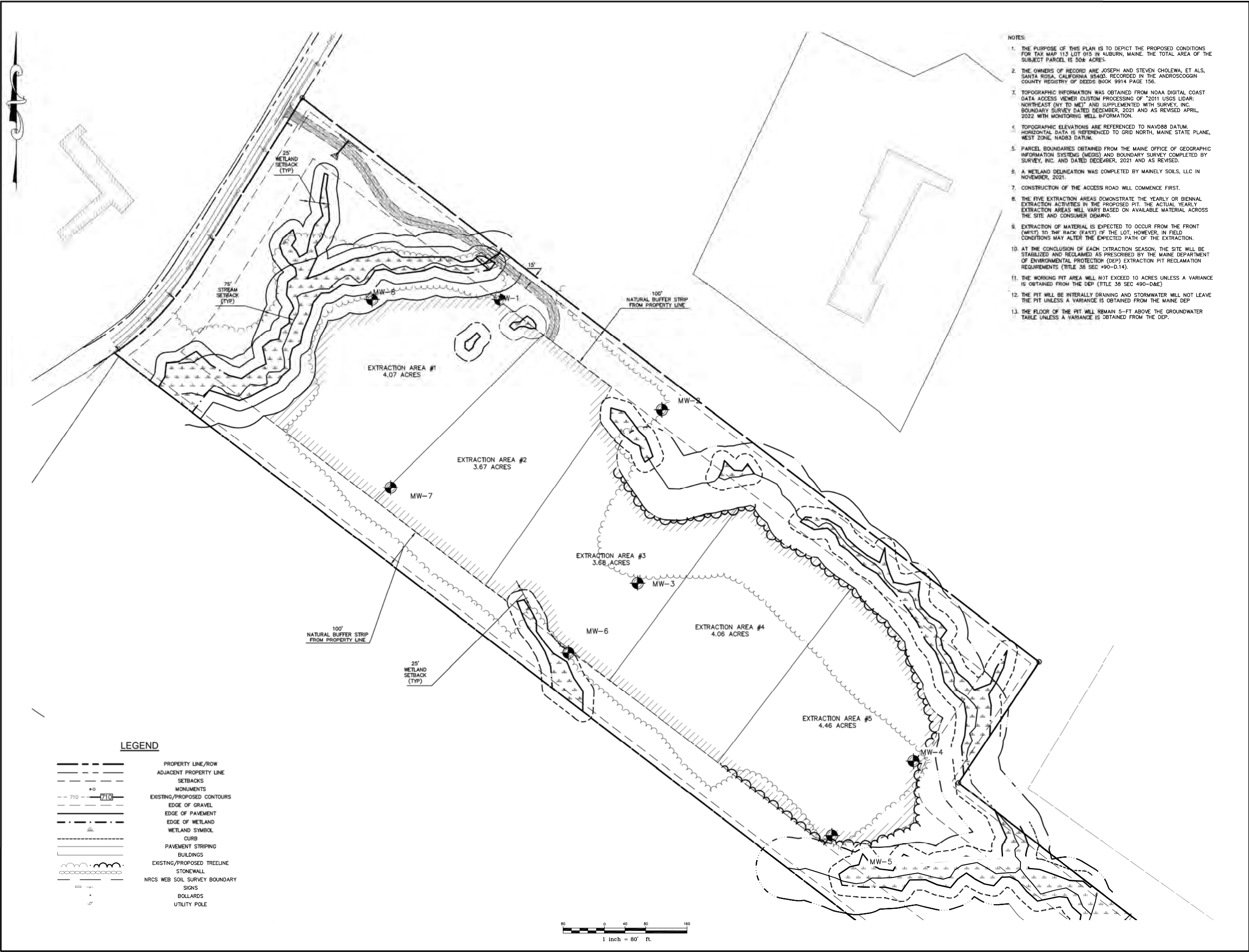
PROJECT NAME:  
  
PENLEY CORNER ROAD PIT  
MAP 113, LOT 15  
PENLEY CORNER ROAD  
AUBURN, MAINE

CLIENT:  
  
RJF MORIN BRICK, LLC  
130 MORIN BRICK ROAD  
AUBURN, MAINE

SHEET TITLE:  
  
ACCESS ROAD  
PLAN

SHEET NO:  
  
C-102

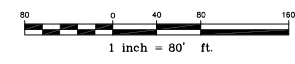
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- NOTES:
1. THE PURPOSE OF THIS PLAN IS TO DEPICT THE PROPOSED CONDITIONS FOR TAX MAP 113 LOT 015 IN AUBURN, MAINE. THE TOTAL AREA OF THE SUBJECT PARCEL IS 50± ACRES.
  2. THE OWNERS OF RECORD ARE JOSEPH AND STEVEN CHOLEWA, ET ALS, SANTA ROSA, CALIFORNIA 95405. RECORDED IN THE ANDROSCOGGIN COUNTY REGISTRY OF DEEDS BOOK 5914 PAGE 156.
  3. TOPOGRAPHIC INFORMATION WAS OBTAINED FROM NOAA DIGITAL COAST DATA ACCESS VIEWER CUSTOM PROCESSING OF "2011 USOS LIDAR: NORTHEAST (NY TO ME)" AND SUPPLEMENTED WITH SURVEY, INC. BOUNDARY SURVEY DATED DECEMBER, 2021 AND AS REVISED APRIL, 2022 WITH MONITORING WELL INFORMATION.
  4. TOPOGRAPHIC ELEVATIONS ARE REFERENCED TO NAVD83 DATUM. HORIZONTAL DATA IS REFERENCED TO GRID NORTH, MAINE STATE PLANE, WEST ZONE, NAD83 DATUM.
  5. PARCEL BOUNDARIES OBTAINED FROM THE MAINE OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS (MEGIS) AND BOUNDARY SURVEY COMPLETED BY SURVEY, INC. AND DATED DECEMBER, 2021 AND AS REVISED.
  6. A WETLAND DELINEATION WAS COMPLETED BY MAINELY SOILS, LLC IN NOVEMBER, 2021.
  7. CONSTRUCTION OF THE ACCESS ROAD WILL COMMENCE FIRST.
  8. THE FIVE EXTRACTION AREAS DEMONSTRATE THE YEARLY OR BIENNIAL EXTRACTION ACTIVITIES IN THE PROPOSED PIT. THE ACTUAL YEARLY EXTRACTION AREAS WILL VARY BASED ON AVAILABLE MATERIAL ACROSS THE SITE AND CONSUMER DEMAND.
  9. EXTRACTION OF MATERIAL IS EXPECTED TO OCCUR FROM THE FRONT (WEST) TO THE BACK (EAST) OF THE LOT, HOWEVER, IN FIELD CONDITIONS MAY ALTER THE EXPECTED PATH OF THE EXTRACTION.
  10. AT THE CONCLUSION OF EACH EXTRACTION SEASON, THE SITE WILL BE STABILIZED AND RECLAIMED AS PRESCRIBED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) EXTRACTION PIT RECLAMATION REQUIREMENTS (TITLE 38 SEC #90-D.14).
  11. THE WORKING PIT AREA WILL NOT EXCEED 10 ACRES UNLESS A VARIANCE IS OBTAINED FROM THE DEP (TITLE 38 SEC 490-D&E).
  12. THE PIT WILL BE INTERNALLY DRAINING AND STORMWATER WILL NOT LEAVE THE PIT UNLESS A VARIANCE IS OBTAINED FROM THE MAINE DEP.
  13. THE FLOOR OF THE PIT WILL REMAIN 5-FT ABOVE THE GROUNDWATER TABLE UNLESS A VARIANCE IS OBTAINED FROM THE DEP.

LEGEND

- PROPERTY LINE/ROW
- ADJACENT PROPERTY LINE
- SETBACKS
- MONUMENTS
- EXISTING/PROPOSED CONTOURS
- EDGE OF GRAVEL
- EDGE OF PAVEMENT
- EDGE OF WETLAND
- WETLAND SYMBOL
- CURB
- PAVEMENT STRIPING
- BUILDINGS
- EXISTING/PROPOSED TREELINE
- STONEWALL
- NRCS WEB SOIL SURVEY BOUNDARY
- SIGNS
- BOLLARDS
- UTILITY POLE



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PROJECT NAME:

PENLEY CORNER ROAD PIT  
MAP 113, LOT 15  
PENLEY CORNER ROAD  
AUBURN, MAINE

CLIENT:

RJF MORIN BRICK, LLC  
130 MORIN BRICK ROAD  
AUBURN, MAINE

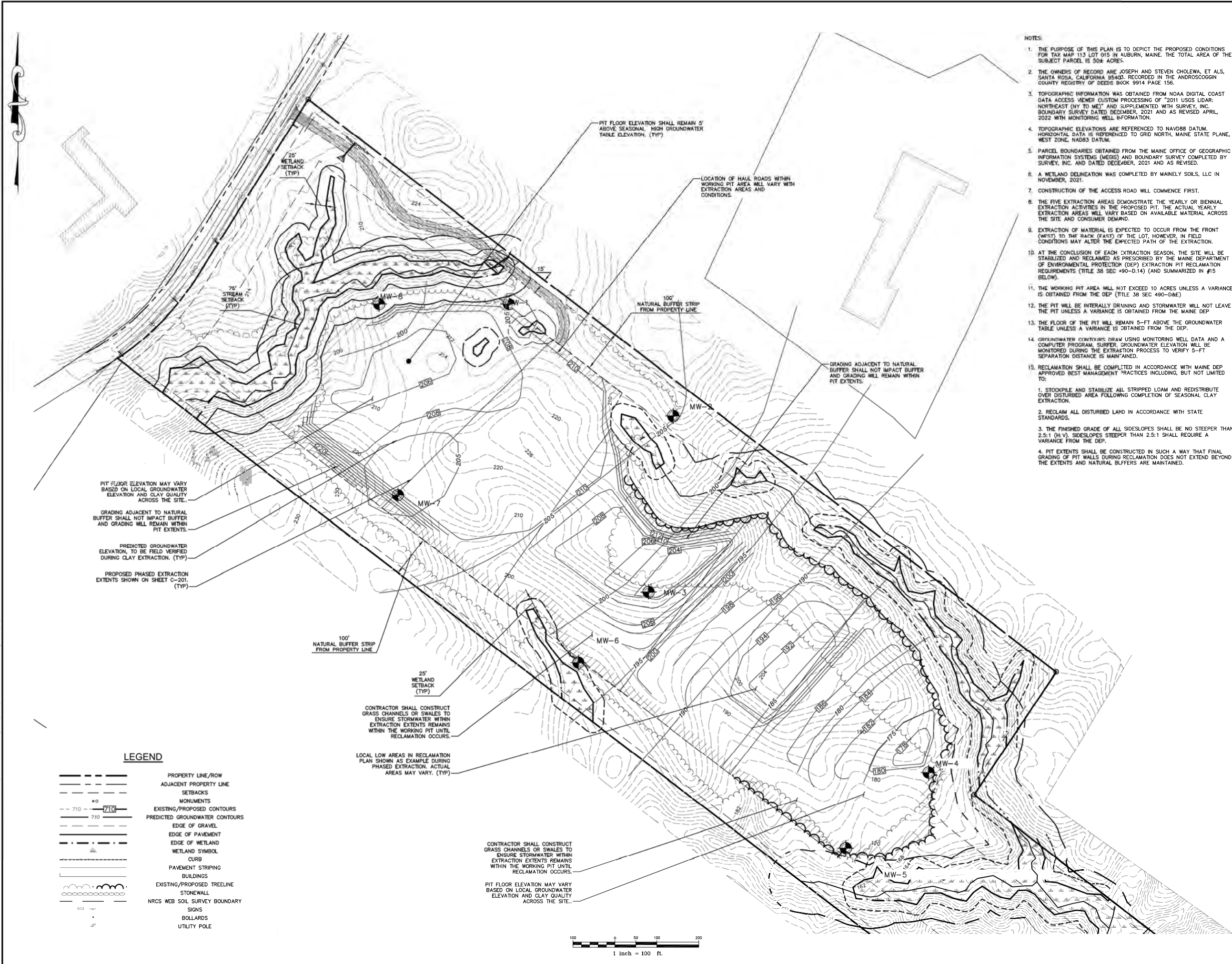
SHEET TITLE:

PHASED  
CONSTRUCTION  
PLAN

SHEET NO.

C-201

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- NOTES:
1. THE PURPOSE OF THIS PLAN IS TO DEPICT THE PROPOSED CONDITIONS FOR TAX MAP 113 LOT 015 IN AUBURN, MAINE. THE TOTAL AREA OF THE SUBJECT PARCEL IS 50± ACRES.
  2. THE OWNERS OF RECORD ARE JOSEPH AND STEVEN CHOLEWA, ET ALS, SANTA ROSA, CALIFORNIA 95403. RECORDED IN THE ANDROSCOGGIN COUNTY REGISTRY OF DEEDS BOOK 5914 PAGE 156.
  3. TOPOGRAPHIC INFORMATION WAS OBTAINED FROM NOAA DIGITAL COAST DATA ACCESS WEBER CUSTOM PROCESSING OF 2011 USOS LIDAR, NORTHEAST (NY TO ME) AND SUPPLEMENTED WITH SURVEY, INC. BOUNDARY SURVEY DATED DECEMBER, 2021 AND AS REVISED APRIL, 2022 WITH MONITORING WELL INFORMATION.
  4. TOPOGRAPHIC ELEVATIONS ARE REFERENCED TO NAVD83 DATUM. HORIZONTAL DATA IS REFERENCED TO GRID NORTH, MAINE STATE PLANE, WEST ZONE, NAD83 DATUM.
  5. PARCEL BOUNDARIES OBTAINED FROM THE MAINE OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS (MEGIS) AND BOUNDARY SURVEY COMPLETED BY SURVEY, INC. AND DATED DECEMBER, 2021 AND AS REVISED.
  6. A WETLAND DELINEATION WAS COMPLETED BY MAINLY SOILS, LLC IN NOVEMBER, 2021.
  7. CONSTRUCTION OF THE ACCESS ROAD WILL COMMENCE FIRST.
  8. THE FIVE EXTRACTION AREAS DEMONSTRATE THE YEARLY OR BIENNIAL EXTRACTION ACTIVITIES IN THE PROPOSED PIT. THE ACTUAL YEARLY EXTRACTION AREAS WILL VARY BASED ON AVAILABLE MATERIAL ACROSS THE SITE AND CONSUMER DEMAND.
  9. EXTRACTION OF MATERIAL IS EXPECTED TO OCCUR FROM THE FRONT (WEST) TO THE BACK (EAST) OF THE LOT, HOWEVER, IN FIELD CONDITIONS MAY ALTER THE EXPECTED PATH OF THE EXTRACTION.
  10. AT THE CONCLUSION OF EACH EXTRACTION SEASON, THE SITE WILL BE STABILIZED AND RECLAIMED AS PRESCRIBED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) EXTRACTION PIT RECLAMATION REQUIREMENTS (TITLE 38 SEC #90-D.14) (AND SUMMARIZED IN #15 BELOW).
  11. THE WORKING PIT AREA WILL NOT EXCEED 10 ACRES UNLESS A VARIANCE IS OBTAINED FROM THE DEP (TITLE 38 SEC 490-D&E).
  12. THE PIT WILL BE INTERIALLY DRAINING AND STORMWATER WILL NOT LEAVE THE PIT UNLESS A VARIANCE IS OBTAINED FROM THE MAINE DEP.
  13. THE FLOOR OF THE PIT WILL REMAIN 5-FT ABOVE THE GROUNDWATER TABLE UNLESS A VARIANCE IS OBTAINED FROM THE DEP.
  14. GROUNDWATER CONTOURS DRAW USING MONITORING WELL DATA AND A COMPUTER PROGRAM. SURFER. GROUNDWATER ELEVATION WILL BE MONITORED DURING THE EXTRACTION PROCESS TO VERIFY 5-FT SEPARATION DISTANCE IS MAINTAINED.
  15. RECLAMATION SHALL BE COMPLETED IN ACCORDANCE WITH MAINE DEP APPROVED BEST MANAGEMENT PRACTICES INCLUDING, BUT NOT LIMITED TO:
    1. STOCKPILE AND STABILIZE ALL STRIPPED LOAM AND REDISTRIBUTE OVER DISTURBED AREA FOLLOWING COMPLETION OF SEASONAL CLAY EXTRACTION.
    2. RECLAIM ALL DISTURBED LAND IN ACCORDANCE WITH STATE STANDARDS.
    3. THE FINISHED GRADE OF ALL SIDESLOPES SHALL BE NO STEEPER THAN 2.5:1 (H:V). SIDESLOPES STEEPER THAN 2.5:1 SHALL REQUIRE A VARIANCE FROM THE DEP.
    4. PIT EXTENTS SHALL BE CONSTRUCTED IN SUCH A WAY THAT FINAL GRADING OF PIT WALLS DURING RECLAMATION DOES NOT EXTEND BEYOND THE EXTENTS AND NATURAL BUFFERS ARE MAINTAINED.



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PROJECT NAME:

PENLEY CORNER ROAD PIT  
MAP 113, LOT 15  
PENLEY CORNER ROAD  
AUBURN, MAINE

CLIENT:

RJF MORIN BRICK, LLC  
130 MORIN BRICK ROAD  
AUBURN, MAINE

SHEET TITLE:

## RECLAMATION PLAN

SHEET NO.

C-301

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## EROSION AND SEDIMENTATION CONTROL NOTES

TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES INCLUDE THE USE OF SEDIMENT BARRIER, EROSION CONTROL MIX, STONE CHECK DAMS, HAY BALE BARRIERS, CATCH BASIN INLET BARRIERS, CATCH BASIN SEDIMENT COLLECTION BAYS, EROSION CONTROL BLANKET, AND TEMPORARY SEEDING AND MULCHING AS REQUIRED. PERMANENT DEVICES INCLUDE THE USE OF RIPRAP AT EXPOSED STORM DRAIN AND CULVERT INLETS AND OUTLETS, RIPRAP SLOPES, AND PERMANENT VEGETATION.

### A. GENERAL

- IT IS ANTICIPATED THAT CONSTRUCTION WILL BEGIN IN THE SUMMER OF 2022 FOLLOWING RECEIPT OF NECESSARY PERMITS.
- THE PROJECT SHALL CONFORM TO THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) PERFORMANCE STANDARDS FOR EXCAVATIONS FOR CLAY, TOPSOIL, OR SILT IN ACCORDANCE WITH STATE EROSION CONTROL LAW 38 MRS-A 420-C.
- ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES (BMP) PUBLISHED BY THE DEP, LATEST REVISION.
- ANY CONTRACTOR EROSION AND SEDIMENTATION CONTROL DEEMED NECESSARY BY THE OWNER'S REPRESENTATIVE, DEP PERSONNEL, AND/OR MUNICIPAL OFFICIALS SHALL BE INSTALLED.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL FINES RESULTING DURING CONSTRUCTION FROM EROSION OR SEDIMENTATION FROM THE SITE TO SURROUNDING PROPERTIES, WATER BODIES, OR WETLANDS AS A RESULT OF THIS PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR/REPLACEMENT/MAINTENANCE OF ALL EROSION CONTROL MEASURES UNTIL ALL DISTURBED AREAS ARE STABILIZED TO THE SATISFACTION OF THE ABOVE PERSONNEL. DESCRIPTIONS OF ACCEPTABLE PERMANENT STABILIZATION FOR VARIOUS COVER TYPES FOLLOWS:
  - FOR SEEDED AREAS, PERMANENT STABILIZATION MEANS 90% COVERAGE OF THE DISTURBED AREA WITH MATURE, HEALTHY PLANTS WITH NO EVIDENCE OF WASHING OR KILLING OF THE TOPSOIL.
  - FOR SODDED AREAS, PERMANENT STABILIZATION MEANS THE COMPLETE BINDING OF THE SOD ROOTS INTO THE UNDERLYING SOIL WITH NO SLUMPING OF THE SOD OR DIE-OFF.
  - FOR MULCHED AREAS, PERMANENT MULCHING MEANS TOTAL COVERAGE OF THE EXPOSED AREA WITH MULCH. EROSION CONTROL MIX MAY BE USED AS MULCH FOR PERMANENT STABILIZATION ACCORDING TO THE BMP APPLICATION RATES AND LIMITATIONS.
  - FOR AREAS STABILIZED WITH RIPRAP, PERMANENT STABILIZATION MEANS THAT SLOPES STABILIZED WITH RIPRAP HAVE AN APPROPRIATE BACKING OF A WELL-GRADED GRAVEL OR GEOTEXTILE TO PREVENT SOIL MOVEMENT FROM BEHIND THE RIPRAP. STONE MUST BE SIZED APPROPRIATELY.
  - FOR PAVED AREAS, PERMANENT STABILIZATION MEANS THE PLACEMENT OF THE COMPACTED GRAVEL SUBBASE IS COMPLETED.
  - FOR OPEN CHANNELS, PERMANENT STABILIZATION MEANS THE CHANNEL IS STABILIZED WITH MATURE VEGETATION AT LEAST 3" IN HEIGHT, WITH WELL-GRADED RIPRAP, OR WITH ANOTHER NON-EROSIVE LINING CAPABLE OF WITHSTANDING THE ANTICIPATED FLOW VELOCITIES AND FLOW DEPTHS WITHOUT RELIANCE ON CHECK DAMS TO SLOW FLOW. THERE MUST BE NO EVIDENCE OF SLUMPING OF THE LINING, UNDERCUTTING OF THE BANKS, OR DOWN CUTTING OF THE CHANNEL.

### B. EROSION AND SEDIMENTATION CONTROL MEASURES

- REMOVAL OF SOD, TREES, BUSHES, AND OTHER VEGETATION AND SOIL DISTURBANCE WILL BE KEPT TO A MINIMUM WHILE ALLOWING PROPER SITE DEVELOPMENT.
- GRUBBINGS AND ANY UNUSABLE TOPSOIL SHALL BE STRIPPED AND REMOVED FROM THE PROJECT SITE AND DISPOSED OF IN AN APPROVED MANNER.
- ANY SUITABLE TOPSOIL WILL BE STRIPPED AND STOCKPILED FOR REUSE IN FINAL GRADING. TOPSOIL WILL BE STOCKPILED IN A MANNER SUCH THAT NATURAL DRAINAGE IS NOT OBSTRUCTED AND NO OFFSITE SEDIMENT DAMAGE WILL RESULT. IF A STOCKPILE IS NECESSARY, THE SIDE SLOPES OF THE TOPSOIL STOCKPILE WILL NOT EXCEED 2:1. TOPSOIL STOCKPILES WILL BE SEEDED WITH AROOSTOOK RYE, ANNUAL OR PERENNIAL RYE GRASS (DEPENDENT ON DATE SEEDED) WITHIN 7 DAYS OF FORMATION, OR TEMPORARILY MULCHED IF SEEDING CANNOT BE DONE WITHIN THE RECOMMENDED SEEDING DATES.
- TEMPORARY DIVERSION BERMS AND DRAINAGE SWALES SHALL BE CONSTRUCTED AS NECESSARY.
- TEMPORARY STABILIZATION SHALL BE CONDUCTED WITHIN 7 DAYS OF INITIAL DISTURBANCE OF SOILS, PRIOR TO ANY RAIN EVENT, AND PRIOR TO ANY WORK SHUT DOWN LASTING MORE THAN ONE DAY. TEMPORARY STABILIZATION INCLUDES SEED, MULCH, OR OTHER NON-ERODIBLE COVER. AREAS WITHIN 75 FEET OF WETLANDS SHALL BE TEMPORARILY STABILIZED WITHIN 48 HOURS OR PRIOR TO A RAIN EVENT.
- APPLY HAY OR STRAW MULCH AT A RATE OF 2 TONS PER ACRE, AND ANCHOR AS NECESSARY.
- TEMPORARY SEEDING SPECIFICATIONS: WHERE THE SEED BED HAS BEEN COMPACTED BY CONSTRUCTION OPERATIONS, LOOSEN SOIL TO A DEPTH OF 4" BEFORE APPLYING SEED. UNIFORMLY APPLY SEED AT THE RECOMMENDED SEEDING RATES AND DATES, APPLY HAY OR STRAW MULCH AT A RATE OF 2 TONS PER ACRE, AND ANCHOR AS NECESSARY.

RECOMMENDED TEMPORARY SEEDING DATES AND APPLICATION RATES ARE AS FOLLOWS:

AROOSTOOK RYE: RECOMMENDED SEEDING DATES: 8/15 - 10/1  
APPLICATION RATE: 112 LBS./ACRE

ANNUAL RYE GRASS: RECOMMENDED SEEDING DATES: 4/1 - 7/1  
APPLICATION RATE: 40 LBS./ACRE

PERENNIAL RYE GRASS: RECOMMENDED SEEDING DATES: 8/15 - 9/15  
APPLICATION RATE: 40 LBS./ACRE

- IF THE AREA WILL REMAIN UNWORKED FOR MORE THAN ONE YEAR OR HAS BEEN BROUGHT TO STABILIZATION USING VEGETATION THROUGH PLANTING, SEEDING, SOD, OR THROUGH THE USE OF PERMANENT MULCH OR RIP RAP, IF USING VEGETATION FOR STABILIZATION, SELECT THE PROPER VEGETATION FOR THE LIGHT, MOISTURE, AND TYPE OF SOIL. PROTECT MAJOR AREAS OF DISTURBED SUBSOIL WITH TOP SOIL OR OTHER ORGANIC AMENDMENTS, PROTECT SELECTED AREAS WITH MULCH OR, IF NECESSARY, EROSION CONTROL BLANKETS, AND SCHEDULE SODDING, PLANTING, AND SEEDING TO AVOID DIE-OFF FROM SUMMER DROUGHT AND FALL FROSTS. NEWLY SEEDED OR SODDED AREAS MUST BE PROTECTED FROM VEHICLE TRAFFIC, EXCESSIVE PEDESTRIAN TRAFFIC, AND CONCENTRATED RUNOFF UNTIL THE VEGETATION IS WELL ESTABLISHED. AREAS MUST BE REWORKED AND RESTABILIZED IF GERMINATION IS SPARSE, PLANT COVERAGE IS SPOTTY, OR TOPSOIL EROSION IS EVIDENT.
- PERMANENT SEEDING SPECIFICATION: IF A LANDSCAPE PLAN HAS BEEN PREPARED FOR THE PROJECT, SOIL PREPARATION AND SEEDING SPECIFICATIONS ON THAT PLAN SHALL SUPERSEDE THESE GENERAL PERMANENT SEEDING SPECIFICATIONS. IT IS RECOMMENDED THAT PERMANENT SEEDING BE COMPLETED BETWEEN APRIL 1 AND AUGUST 15 OF EACH YEAR. LATE SEASON SEEDING MAY BE DONE BETWEEN AUGUST 15 AND SEPTEMBER 15. AREAS NOT SEEDED OR WHICH DO NOT OBTAIN A SATISFACTORY GROWTH BY OCTOBER 1 SHALL BE SEEDED WITH AROOSTOOK RYE OR MULCHED AT RATES PREVIOUSLY SPECIFIED. SEE WINTER CONDITIONS NOTES FOR SEEDING STABILIZATION AFTER NOVEMBER 1.
  - APPLY TOPSOIL TO A MINIMUM DEPTH OF 6". MIX TOPSOIL WITH THE SUBSOIL TO A MINIMUM DEPTH OF 6".
  - UNIFORMLY APPLY SEED MIXTURE AT THE RECOMMENDED SEEDING RATES AND DATES, APPLY HAY OR STRAW MULCH AT A RATE OF 2 TONS PER ACRE, AND ANCHOR AS NECESSARY.
  - THE SEED MIXTURE FOR LAWN AREAS SHALL CONSIST OF SEEDS PROPORTIONED BY WEIGHT AS FOLLOWS:

10% CREEPING RED FESCUE

30% KENTUCKY BLUEGRASS

60% PERENNIAL RYE GRASS
  - THE SEED MIXTURE FOR WET AREAS SHALL CONSIST OF SEEDS PROPORTIONED BY WEIGHT AS FOLLOWS:

50% REED CANARY GRASS

25% RED TOP

15% CREEPING RED FESCUE

10% PERENNIAL RYE GRASS
  - MULCH ALL AREAS SEEDED SO THAT SOIL IS NOT VISIBLE THROUGH THE MULCH.
  - DITCH LININGS, STONE CHECK DAMS, AND RIPRAP INLET AND OUTLET PROTECTION SHALL BE INSTALLED WITHIN 48 HOURS OF COMPLETING THE GRADING OF THAT SECTION OF DITCH OR INSTALLATION OF CULVERT.
  - RIPRAP REQUIRED AT CULVERTS AND STORM DRAIN INLETS AND OUTLETS SHALL CONSIST OF FIELD STONE OR ROUGH UNWORN QUARRY STONE OF APPROXIMATELY RECTANGULAR SHAPE. STONES SHALL WEIGH FROM 10 LBS TO 200 LBS AND 50% OF THE STONES BY VOLUME SHALL EXCEED A UNIT WEIGHT OF APPROXIMATELY 50 LBS.
  - EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL PERMANENT SLOPES STEEPER THAN 3:1, IN THE BASE OF DITCHES NOT OTHERWISE PROTECTED, AND ANY DISTURBED AREAS WITHIN 100 FEET OF A PROTECTED NATURAL RESOURCE (E.G. WETLANDS AND WATER BODIES). EROSION CONTROL BLANKET SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
  - TEMPORARY CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER PERMANENT STABILIZATION IS ATTAINED.

### C. HOUSEKEEPING

- SPILL PREVENTION:** CONTROLS MUST BE USED TO PREVENT POLLUTANTS FROM BEING DISCHARGED FROM MATERIALS ON SITE, INCLUDING STORAGE PRACTICES TO MINIMIZE EXPOSURE OF THE MATERIALS TO STORMWATER, AND APPROPRIATE SPILL PREVENTION, CONTAINMENT, AND RESPONSE PLANNING AND IMPLEMENTATION.
- GROUNDWATER PROTECTION:** DURING CONSTRUCTION, LIQUID PETROLEUM PRODUCTS AND OTHER HAZARDOUS MATERIALS WITH THE POTENTIAL TO CONTAMINATE GROUNDWATER MAY NOT BE STORED OR HANDLED IN AREAS OF THE SITE DRAINING TO AN INFILTRATION AREA. AN "INFILTRATION AREA" IS ANY AREA OF THE SITE THAT BY DESIGN OR AS A RESULT OF SOILS, TOPOGRAPHY, AND OTHER RELEVANT FACTORS, ACCUMULATES RUNOFF THAT INFILTRATES INTO THE SOIL. DIKES, BERMS, SUMPS, AND OTHER FORMS OF SECONDARY CONTAINMENT THAT PREVENTS DISCHARGE TO GROUNDWATER MAY BE USED TO ISOLATE PORTIONS OF THE SITE FOR THE PURPOSES OF STORAGE AND HANDLING OF THESE MATERIALS.
- FUGITIVE SEDIMENT AND DUST:** ACTIONS MUST BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF SOILS OR FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION. OIL MAY NOT BE USED FOR DUST CONTROL.
- DEBRIS AND OTHER MATERIAL:** LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORMWATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE.
- TRENCH OR FOUNDATION DEWATERING:** TRENCH DEWATERING IS THE REMOVAL OF WATER FROM TRENCHES, FOUNDATIONS, COFFER DAMS, PONDS, AND OTHER AREAS WITHIN THE CONSTRUCTION AREA THAT RETAIN WATER AFTER EXCAVATION. THE COLLECTED WATER REMOVED FROM THE PONDED AREA MUST BE FILTERED THROUGH A DIRT BAG, HAYBALE CORRAL, OR OTHER SILTATION BASIN PRIOR TO DISCHARGE.

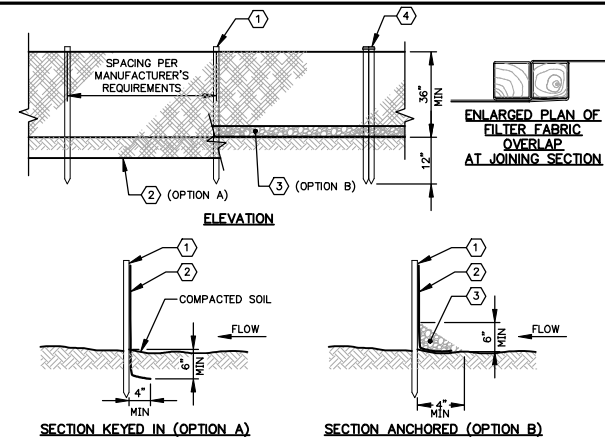
### D. INSPECTION AND MAINTENANCE

- INSPECT DISTURBED AND IMPERVIOUS AREAS, EROSION AND STORMWATER CONTROL MEASURES, AREAS USED FOR STORAGE THAT ARE EXPOSED TO PRECIPITATION, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE A WEEK AS WELL AS BEFORE AND AFTER STORM EVENTS AND PRIOR TO COMPLETION OF PERMANENT STABILIZATION. A PERSON WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROLS, INCLUDING THE STANDARDS IN THE MAINE CONSTRUCTION GENERAL PERMIT AND ANY DEP OR MUNICIPAL COMPANION DOCUMENTS, MUST CONDUCT THE INSPECTION. THIS PERSON MUST BE IDENTIFIED IN THE INSPECTION LOG. IF BEST MANAGEMENT PRACTICES (BMPs) NEED TO BE MODIFIED OR IF ADDITIONAL BMPs ARE NECESSARY, IMPLEMENTATION MUST BE COMPLETED WITHIN 7 CALENDAR DAYS AND PRIOR TO ANY STORM EVENT (RAINFALL). ALL MEASURES MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION UNTIL AREAS ARE PERMANENTLY STABILIZED.
- AN INSPECTION AND MAINTENANCE LOG MUST BE KEPT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME AND QUALIFICATIONS OF THE PERSON PERFORMING THE INSPECTION, DATE, AND MAJOR OBSERVATIONS RELATING TO OPERATION OF EROSION AND SEDIMENTATION CONTROLS AND POLLUTION PREVENTION MEASURES. MAJOR OBSERVATIONS MUST INCLUDE: BMPs THAT NEED TO BE MAINTAINED, LOCATION(S) OF BMPs THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION, AND LOCATION(S) WHERE ADDITIONAL BMPs ARE NEEDED THAT DID NOT EXIST AT THE TIME OF THE INSPECTION. FOLLOW-UP TO CORRECT DEFICIENCIES OR ENHANCE CONTROLS MUST ALSO BE INDICATED IN THE LOG AND DATED, INCLUDING WHAT ACTION WAS TAKEN AND WHEN.

### E. WINTER CONSTRUCTION EROSION AND SEDIMENTATION CONTROL NOTES

THE WINTER CONSTRUCTION PERIOD TYPICALLY BEGINS IN EARLY NOVEMBER AND ENDS IN APRIL. IF A CONSTRUCTION SITE IS NOT STABILIZED WITH PAVEMENT, A ROAD GRAVEL BASE, 75% MATURE VEGETATION COVER, OR RIPRAP BY NOVEMBER 15 THEN THE SITE NEEDS TO BE PROTECTED WITH OVER-WINTER STABILIZATION. WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME. LIMIT THE EXPOSED AREA TO THOSE AREAS IN WHICH WORK IS TO OCCUR DURING THE FOLLOWING 15 DAYS AND THAT CAN BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT. AN AREA SHALL BE CONSIDERED DENUDED UNTIL THE SUBBASE GRAVEL IS INSTALLED IN THE ROADWAY AREAS OR THE AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOAMED, SEEDED, AND MULCHED. A COVER OF EROSION CONTROL MIX IS THE PREFERRED TEMPORARY MULCH DURING WINTER CONDITIONS.

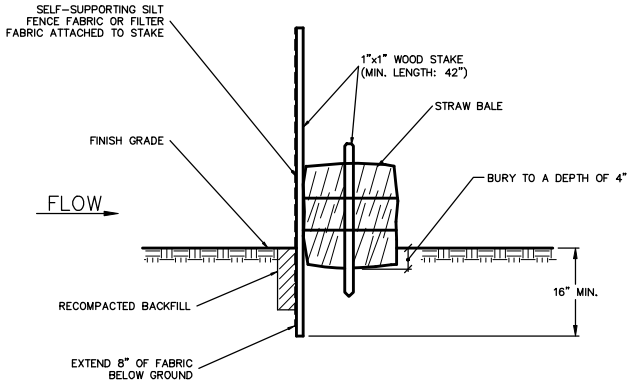
- NATURAL RESOURCE PROTECTION:** ANY AREAS WITHIN 75 FEET FROM ANY REGULATED NATURAL RESOURCES, IF NOT STABILIZED WITH A MINIMUM OF 75% MATURE VEGETATION CATCH, SHALL BE MULCHED BY DECEMBER 1 AND ANCHORED WITH PLASTIC NETTING OR PROTECTED WITH AN EROSION CONTROL COVER. DURING WINTER CONSTRUCTION, A DOUBLE ROW OF STOCKPILES SEEDED WITH AROOSTOOK RYE, ANNUAL OR PERENNIAL RYE GRASS, OR EROSION CONTROL MIX) WILL BE PLACED BETWEEN ANY REGULATED NATURAL RESOURCE AND THE DISTURBED AREA. PROJECTS CROSSING THE REGULATED NATURAL RESOURCE SHALL BE PROTECTED A MINIMUM DISTANCE OF 100 FEET ON EITHER SIDE FROM THE RESOURCE. EXISTING PROJECTS NOT STABILIZED BY DECEMBER 1 SHALL BE PROTECTED WITH THE SECOND LINE OF SEDIMENT BARRIER TO ENSURE FUNCTIONALITY DURING THE SPRING THAW AND RAINS.
- SEDIMENT BARRIERS:** DURING FROZEN CONDITIONS, SEDIMENT BARRIERS MAY CONSIST OF EROSION CONTROL MIX BERMS OR ANY OTHER RECOGNIZED SEDIMENT BARRIERS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF HAY BALES OR SILT FENCES.
- MULCHING:** ALL AREAS SHALL BE CONSIDERED TO BE DENUDED UNTIL SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 3 TONS PER ACRE (TWICE THE NORMAL ACCEPTED RATE) AND SHALL BE PROPERLY ANCHORED. EROSION CONTROL MIX MUST BE APPLIED AT A MINIMUM THICKNESS OF 4". MULCH SHALL NOT BE SPREAD ON TOP OF SNOW. SNOW MUST BE REMOVED DOWN TO A ONE-INCH DEPTH PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA WILL BE PROPERTY STABILIZED WITH ANCHORED HAY OR STRAW OR EROSION CONTROL MATTING. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN ALL EXPOSED SURFACES HAVE BEEN EITHER MULCHED OR ADEQUATELY ANCHORED SO THAT GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY EITHER MULCH NETTING, ASPHALT EMISSION CHEMICAL, TRACKING, OR WOOD CELLULOSE FIBER. THE COVER WILL BE CONSIDERED SUFFICIENT WHEN THE GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. AFTER NOVEMBER 1ST, MULCH AND ANCHORING OF ALL EXPOSED SOIL SHALL OCCUR AT THE END OF EACH FINAL GRADING WORKDAY.
- SOIL STOCKPILING:** STOCKPILES OF SOIL OR SUBSOIL WILL BE MULCHED FOR OVER WINTER PROTECTION WITH HAY OR STRAW AT TWICE THE NORMAL RATE OR WITH A 4" LAYER OF EROSION CONTROL MIX. MULCHING MUST BE DONE WITHIN 24 HOURS OF STACKING AND RE-ESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL. ANY SOIL STOCKPILE WILL NOT BE PLACED WITHIN 100 FEET FROM ANY REGULATED NATURAL RESOURCE.
- SEEDING:** BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES FINISHED AREAS SHALL BE FINE GRADED AND EITHER PROTECTED MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1 AND IF THE EXPOSED AREA HAS BEEN LOAMED AND FINAL GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND MULCHED. IF DORMANT SEEDING IS USED, ALL DISTURBED AREAS SHALL RECEIVE 4" OF LOAM AND SEED AT AN APPLICATION RATE OF 5 LBS PER 1,000 SF. ALL AREAS INSUFFICIENTLY VEGETATED (LESS THAN 75%) IN THE SPRING SHALL BE REVEGETATED.
- OVER-WINTER STABILIZATION OF DITCHES AND CHANNELS:** ALL STONE-LINED DITCHES AND CHANNELS MUST BE CONSTRUCTED BY NOVEMBER 1. ALL GRASS-LINED DITCHES AND CHANNELS MUST BE CONSTRUCTED AND STABILIZED BY SEPTEMBER 1. IF A GRASS-LINED DITCH OR CHANNEL IS NOT STABILIZED BY SEPTEMBER 1, THEN EITHER A SOD LINING SHALL BE INSTALLED PRIOR TO OCTOBER 1 OR THE DITCH MUST BE LINED WITH STONE RIPRAP BACKED BY AN APPROPRIATE GRAVEL BED OR GEOTEXTILE PRIOR TO NOVEMBER 1.
- OVER-WINTER STABILIZATION OF DISTURBED SLOPES:** ALL STONE-COVERED SLOPES MUST BE CONSTRUCTED AND STABILIZED BY NOVEMBER 15. ALL SLOPES TO BE VEGETATED MUST BE SEEDED AND MULCHED BY SEPTEMBER 1. AREAS HAVING A GRADE STEEPER THAN 8% SHALL BE CONSIDERED A SLOPE. IF A SLOPE TO BE VEGETATED IS NOT STABILIZED BY SEPTEMBER 1, THEN THE SLOPE SHALL EITHER BE STABILIZED WITH TEMPORARY VEGETATION AND EROSION CONTROL MATS BY OCTOBER 1, SOD BY OCTOBER 1, EROSION CONTROL MIX BY NOVEMBER 1, OR STONE RIPRAP BY NOVEMBER 15. SEE APPLICABLE SECTIONS UNDER EROSION AND SEDIMENTATION CONTROL NOTES FOR PROPER INSTALLATION METHODS.
- OVER-WINTER STABILIZATION OF DISTURBED SOILS:** BY SEPTEMBER 15, ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15% MUST BE SEEDED AND MULCHED. IF THE DISTURBED AREAS ARE NOT STABILIZED BY THIS DATE, THEN THE AREA SHALL EITHER BE STABILIZED WITH TEMPORARY VEGETATION BY OCTOBER 1, SOD BY OCTOBER 1, OR MULCH BY NOVEMBER 15. SEE APPLICABLE SECTIONS UNDER EROSION AND SEDIMENTATION CONTROL NOTES FOR PROPER INSTALLATION METHODS.
- MAINTENANCE:** MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION SEASON. AFTER EACH RAINFALL, SNOW STORM, OR PERIOD OF THAWING AND RUNOFF THE SITE CONTRACTOR SHALL PERFORM A VISUAL INSPECTION OF ALL INSTALLED EROSION CONTROL MEASURES AND PERFORM REPAIRS AS NEEDED TO INSURE THEIR CONTINUOUS FUNCTION. FOLLOWING THE TEMPORARY AND/OR FINAL SEEDING AND MULCHING, THE CONTRACTOR SHALL IN THE SPRING, INSPECT AND REPAIR ANY DAMAGES AND/OR BARE SPOTS. AN ESTABLISHED VEGETATIVE COVER MEANS A MINIMUM OF 85% OF AREAS VEGETATED WITH VIGOROUS GROWTH.



- NOTES:
- 1.25"x1.25" OAK STAKES EMBEDDED A MINIMUM OF 12" INTO THE GROUND.
  - FILTER FABRIC TO BE SEDIMENTATION CONTROL FABRIC MIRAFI 100X OR EQUIVALENT.
  - 1" CRUSHED STONE ANCHORING MATERIAL.
  - OVERLAP AT JOINING SECTION AS SHOWN, A COUPLER CAN BE AN ACCEPTABLE DEVICE USED TO TIE THE OAK STAKES TOGETHER.
  - INSTALLATION/PLACEMENT OF THE PERIMETER SILT FENCE SHALL BE IN ACCORDANCE WITH MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES AND SOIL EROSION & SEDIMENT CONTROL PLAN.

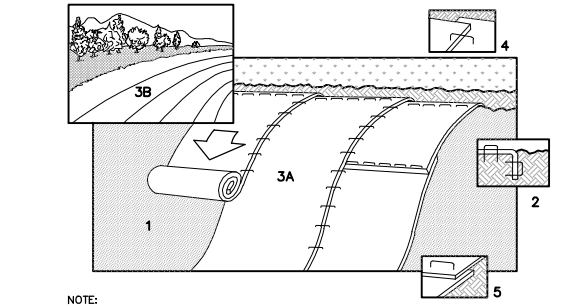
## SILT FENCE

NOT TO SCALE



## SILT FENCE BACKED WITH HAYBALES

NOT TO SCALE



NOTE:

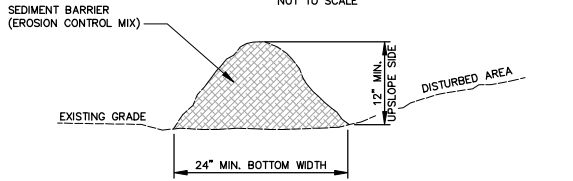
REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS. BLANKET TO BE A BIODEGRADABLE DOUBLE NET STRAW MAT.

INSTALLATION STEPS:

- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
- BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- ROLL THE BLANKETS (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE.
- THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
- WHEN BLANKETS MUST BE SPICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 4" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART.

## EROSION CONTROL BLANKET (SLOPE INSTALLATION)

NOT TO SCALE

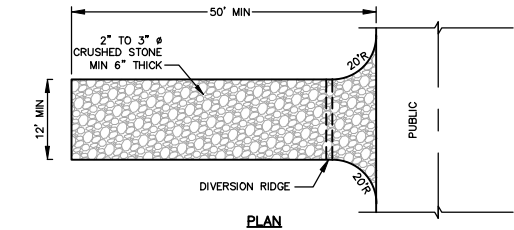


IN ORDER FOR EROSION CONTROL MIX TO BE USED IN LIEU OF SILT FENCE IT MUST MEET THE FOLLOWING STANDARDS:

- THE ORGANIC MATTER CONTENT SHALL BE BETWEEN 50 AND 100% DRY WEIGHT BASIS.
- PARTICLE SIZE BY WEIGHT SHALL BE 100% PASSING A 6" SCREEN AND A MINIMUM OF 70% MAXIMUM OF 85% PASSING A 0.75" SCREEN.
- THE ORGANIC PORTION NEEDS TO BE FIBROUS AND ELONGATED.
- LARGE PORTIONS OF SILTS, CLAYS, OR FINE SANDS ARE NOT ACCEPTABLE IN THE MIX.
- SOLUBLE SALTS CONTENT SHALL BE <4.0 mmhos/cm.
- THE pH SHOULD FALL BETWEEN 5.0 AND 8.0.
- THE EROSION CONTROL MIX SHALL CONTAIN A WELL GRADED MIXTURE OF PARTICLE SIZES AND MAY CONTAIN ROCKS LESS THAN 4" DIAMETER. EROSION CONTROL MIX MUST BE FREE OF REFUSE, PHYSICAL CONTAMINANTS, AND MATERIAL TOXIC TO PLANT GROWTH.
- PLACE BARRIER ALONG A RELATIVELY FLAT CONTOUR. CUT TALL GRASSES OR WOODY VEGETATION TO AVOID CREATING VOIDS AND BRIDGES WHERE FINES CAN WASH UNDER THE BARRIER THROUGH GRASS BLADES AND BRANCHES.
- PLACEMENT OF BARRIER SHOULD BE:
  - AT TOE OF THE SLOPE.
  - ON FROZEN GROUND, BEDROCK, OR ROOTED FORESTED AREAS.
  - AT THE EDGE OF GRAVEL AND AREAS UNDER CONSTRUCTION.
- BARRIER SHALL NOT BE USED ADJACENT TO WETLANDS.
- REMOVE SEDIMENT DEPOSITS WHEN THEY REACH APPROXIMATELY ONE HALF THE HEIGHT OF THE BARRIER.
- WHEN BARRIER IS DECOMPOSED, CLOGGED WITH SEDIMENT, ERODED, OR INEFFECTIVE, IT MUST BE REPLACED OR REPAIRED. THE BARRIER SHOULD BE RESHAPED AS NECESSARY.

## EROSION CONTROL MIX BERM

NOT TO SCALE



NOTES:

- USE 2" TO 3" # CRUSHED STONE OR ACCEPTABLE ON-SITE MATERIAL.
- GEOTEXTILE FILTER (MIRAFI 600X OR APPROVED EQUIVALENT) SHALL BE PLACED OVER THE ENTIRE AREA TO BE COVERED WITH AGGREGATE.
- LENGTH - 50' MINIMUM.
- THICKNESS - NOT LESS THAN 6".
- PROVIDE APPROPRIATE TRANSITION BETWEEN STABILIZED CONSTRUCTION ENTRANCE AND PUBLIC RIGHT-OF-WAY INGRESS OR EGRESS.
- MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC REPAIR AND TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
- WHEN COMPLETE, CONTRACTOR TO REMOVE STONE AND GRADE SUBBASE TO MATCH EXISTING OR PROPOSED GRADES. FINAL TREATMENT AS SHOWN ON PLANS OR OTHERWISE DIRECTED.

## STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE



REV.	DATE	REVISION DESCRIPTION

DESIGNED BY: KSJ  
DRAWN BY: KSJ  
CHECKED BY: PJC  
DATE: 4/8/2022  
FILE NAME: 3746-0003 DET01.dwg

PROJECT NAME:

PENLEY CORNER ROAD PIT  
MAP 113, LOT 15  
PENLEY CORNER ROAD  
AUBURN, MAINE

CLIENT:

RJF MORIN BRICK, LLC  
130 MORIN BRICK ROAD  
AUBURN, MAINE

SHEET TITLE:

## EROSION & SEDIMENTATION CONTROL NOTES & DETAILS

SHEET NO:

DESIGNED BY: KSJ  
DRAWN BY: KSJ  
CHECKED BY: PJC  
DATE: 4/8/2022  
FILE NAME: 3746-0003 DET01.dwg

RJF MORIN BRICK, LLC  
130 MORIN BRICK ROAD  
AUBURN, MAINE

## DETAILS

C-502

