



## *City of Caribou, Maine*

### **AGENDA Caribou Planning Board Regular Meeting Thursday August 11, 2022, at 5:30 p.m.**

*Municipal Building  
25 High Street  
Caribou, ME 04736  
Telephone (207) 493-3324  
Fax (207) 498-3954*

The meeting will be broadcast on Cable Channel 1301 and the City's YouTube Channel. Public Comments submitted prior to the meeting no later than 4:00 pm on Thursday, August 11, 2022, will be read during the meeting. Send comments to CEO Ken Murchison at [kmurchison@cariboumaine.org](mailto:kmurchison@cariboumaine.org) or call 493-5967.

- I. Call Meeting to Order, Determine Quorum
- II. Public Hearings
  - a. Apartment Accessory to Commercial Use at 653 Main Street, Map 31 Lot 201 Final Review
- III. Approval of minutes
  - a. Approval of Minutes of the July 14, 2022, Planning Board Meeting
- IV. Council Liaison Updates
- V. New Business
  - a. Comprehensive Plan 2024
    - i. Schedule date for Comprehensive Plan Workshop
    - ii. Historic and Archaeological Resources
- VI. Old Business
  - a. Land Use Table Workshop Next Work Session
- VII. Staff Report
  - a. Dangerous Buildings (demolition of 28 Goldfrank Drive)
  - b. Caribou Trailer Park Closure/West Gate Villa Clean Up
  - c. Riverfront Renaissance Meeting
- VIII. Adjournment



## *City of Caribou, Maine*

*Municipal Building*  
25 High Street  
Caribou, ME 04736  
*Telephone* (207) 493-3324  
*Fax* (207) 493-4228  
[www.cariboumaine.org](http://www.cariboumaine.org)

### **Caribou Planning Board Notice of Public Hearing**

**Thursday, August 11, 2022, at 5:30 pm**  
**City Council Chambers at the City Office, 25 High Street**

To: Owner of Record within 500' of the proposed project property

From: Caribou Planning Board

Date: July 20, 2022

Re: The Caribou Planning Board will conduct a Final Site Design Review Plan Review for an Apartment Accessory to Commercial Use on Thursday, August 11, 2022, at 5:30 pm in the City Council Chambers at the Caribou City Office located at 25 High Street. The side door (nearest the bank) will be open to the public to attend the meeting.

**Public Hearing: A Site Design Review Application final review of Blair Crawford Apartment Accessory to Commercial Use at 653 Main Street, Map 031 Lot 201.**

Additional information about this Final Review may be posted at the City's website seven days prior to the meeting:

<http://www.cariboumaine.org/government/planning-board-minutes-and-agendas/>

To view tax maps, zoning maps, the local ordinance or other information, please visit the Code Enforcement page at the City's website:

<http://www.cariboumaine.org/index.php/departments/code-enforcement/>

Interested individuals are encouraged to attend.

Best Regards,

Ken Murchison  
Zoning Administrator/CEO

Fort Kent Elderly Social Action Club.

A sit-down luncheon for those over the age of 60 is now available two days per week. Interested persons must register a day in advance; please call the registration line at 207-760-1690 and leave a message. Participants will be asked to provide some basic information upon first visit and then adhere to COVID-19 screening every visit.

**Artists for Aging Exhibit — First Friday Art Walk,** Friday, Aug. 5 5-7 p.m., hosted by Aroostook Area Agency on Aging and Central Aroostook Chamber of Commerce.

Help us celebrate "Artists for Aging" with a visit to our gallery at Aroostook Agency on Aging to see the work of Laurence Park of Presque Isle.

**Medicare 101** (online), Tuesday, Aug. 9 10 a.m. to noon, hosted by Aroostook Area Agency on Aging.

Can you save money on your Medicare? What options do you have for coverage? Do you need Advantage plans or Supplements? Contact Kimberly James, Medicare education coordinator, for more information or to preregister for a link to this ZOOM class.

**Congregate Dining,** Wednesday, Aug. 10 11 a.m. Every Wednesday and Thursday Van Buren Community Center/Van Buren Housing Authority, 130 Champlain Street, hosted by Aroostook Area Agency on Aging and Borderview Rehabilitation &

and workbook. It aims to introduce family caregivers to the caregiving role, providing them with the knowledge, skills, and attitudes needed to carry out that role and alerting them to self-care issues. Please call or email [info@aroostookaging.org](mailto:info@aroostookaging.org) to receive a link to the ZOOM class.

**The Conversation Project,** hosted by Aroostook Area Agency on Aging and AgingME.

Talking about the things you want for yourself can be challenging. There are so many questions when you plan for the future: will I have enough money, will someone make decisions for me, does anyone really know what is most important to me, or does anyone know what makes me afraid? Our online Conversations class can assist you in developing questions or sharing concerns that you have with your loved ones and family doctor. Please call for more information or to preregister.

**Brain Builders,** hosted by Aroostook Area Agency on Aging and AgingME.

We all know the importance of physical, mental, social, and emotional wellness. But do you know having a healthy brain improves your mood and decreases the likelihood of having illnesses that threaten your quality of life? Our monthly Brain Health: You Can Make a Difference online session helps participants create goals that impact on their life and boosts their brain health. Call or email [info@aroostookaging.org](mailto:info@aroostookaging.org)

for more information.

**Bingocize** (online), hosted by Aroostook Area Agency on Aging, Healthy Living for ME and AgingME.

Bingocize is a 10-week health promotion program that mixes the popular game of bingo with moderate exercise. Participants will perform fall prevention exercises while learning about the importance of physical fitness in preventing serious falls. Individuals over age 55 should call Callie Rogers for more information on this Wednesday/Friday class or visit [www.healthylivingforme.org](http://www.healthylivingforme.org) to preregister for a ZOOM link.

**Living Well for Better Health,** hosted by Aroostook Area Agency on Aging and Healthy Living for ME.

Staying well allows us to live better lives. Living Well for Better Health helps people learn how to manage their own health by improving communication with their physicians, actively managing their symptoms, creating personal action plans, and developing support structures.

**Living Well with Chronic Pain,** hosted by Aroostook Area Agency on Aging and Healthy Living for ME.

This class is designed for people who have a diagnosis of chronic pain, offering strategies for dealing with their symptoms. Topics include: techniques to deal with frustration, fatigue, isolation, and poor sleep, appropriate exercise for maintaining and improving strength, appropriate use of medications, communicating effectively with family, friends, and health professionals, nutrition, pacing activity and rest, and how to evaluate new treatments.

**Flavor of Aroostook: Cooking to Connect class,** hosted by Aroostook Area Agency on Aging, UMaine Cooperative Extension, NMCC, Aramark and A.R. Gould Northern Light Health.

Join Lisa Fishman of the UMaine Cooperative Extension for a hands-on cooking class held in the state-of-the-art culinary lab at Northern Maine Community College. In-person registration is limited to six persons, however additional online seats are available.

with generous support from Milton CAT/CAT Forest Products, United Ag. and Forestry/John Deere, and other industry partners. With a strong emphasis on safety, students gain broad knowledge of the most common mechanical systems found in modern timber harvesting equipment, and an understanding of the vari-

stronger than ever retirements in the and a general sho heavy equipment tors in multiple in including logging anized logging o are among the high members of the workforce.

Anyone with an in the program sho

## Mizpah

Continued from page 4

Aug. 6-7 Organ Concert Weekend. On Saturday, Aug. 6, and Sunday, Aug. 7, renowned organist Mark Thallander will perform at Mizpah accompanied by Mary Jo Hedman and Ryan Slocum. The concerts will begin both days at 2 p.m. Thallander is a teacher, arranger, composer, author, and freelance organist. He is also the president of the National Children's Chorus.

Aug. 15 Acadian Festival Mass. On Monday, Aug. 15 at 1 p.m., the 44th annual Madawaska Acadian Festival Mass will be held at Mizpah. The Mass will be celebrated by Father Jacques Lapointe, OFM, former pastor of St. Peter Chanel Parish in Van Buren, and feature singing from the Van Buren Chorus.

Aug. 27 Walk Around the Pond Fundraiser. The Mizpah Walk Around the Pond will be held on Saturday, Aug. 27 starting at 3 p.m. Funding for the retreat comes through donations generated by this annual luminary walk. Hundreds of people participate in this event by purchasing candles in honor of a loved one which are placed around Mizpah's pond. Others purchase a name plate for a loved one to be permanently placed on the 36-foot-long Cancer Survivor Wall, a commemoration of past and present survivors.

Sept. 10 Na the Grief Journ event will be l Saturday, Sept. 1 noon to 4 p.m. a struggle for m experience the c a loved one, in the challenges of significance regrets, the loss tity, and fears. T ered hospice te help participant gate their way cussing what to the various stag people grieve d ly, triggers, e and adjustments

Created in 1991, Mizpah means "help other" in Hebrew. The project began with bulldozing of pond area and, years, land, b and a pond w ed. Mizpah is a love started by Corbin and carrying surviving family members. Corbin w nosed with a Hodgkin's Dis the age of 22 expected to sur than a year. He 2015 at the age

"I made a with the High that if my life t for a little while I would build a cancer people to," Corbin sai his death. "A cancer surviv people in grief and reflect, console and be with each other joy the beauty r to offer."

For over 2

### Legal Notices

#### Caribou Planning Board Notice of Public Hearing

The Caribou Planning Board will conduct a Final Site Design Review Plan Review for an Apartment Accessory to Commercial Use on Thursday, August 11, 2022, at 5:30 pm in the City Council Chambers at the Caribou City Office located at 25 High Street. The side door (nearest the bank) will be open to the public to attend the meeting.

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Interested individuals are encouraged to attend.

Published July 27, 2022





## City of Caribou Site Design Review Application

Planning & Code Enforcement  
25 High Street  
Caribou, Maine 04736  
(207) 493-5967  
kmurchison@cariboumaine.org

Site Design Review will be scheduled only after the Code Enforcement Officer and/or Planning Board has determined that the application is complete, and all necessary information to review the proposal and render a decision has been provided by the applicant. Applicants are advised to meet with the Code Enforcement Officer prior to submitting the application for review. For applications that must be approved by the Planning Board, the review process includes at least one (1) presentation to the Planning Board, and possibly additional presentations, until all required information has been provided. Applicant may be required to tender a performance guarantee prior to, or as a condition of, project approval.

**Note to Applicant:** Complete this application and return it with the required documents. In addition, the required non-refundable fee must be returned along with this completed application. Make checks payable to: "City of Caribou", in the amount of \$90.00 plus \$10.00 per 2000 square feet of total gross floor area for commercial, industrial or other non residential applications. Please refer to Section 13-300 Site Design Review Ordinance for further details concerning requirements and submission/approval processes.

### Please print or type all information

Name of Property Owner / Developer: Blair Crawford

Development Name: \_\_\_\_\_

Location of Property (Street Address): 653 Main St.

City of Caribou Tax Map: 31 Lot: 201 Zone: \_\_\_\_\_

### Applicant Information

Brief description of project:

Leave commercial/retail space (with half bath) of 1st floor available for business rental and use unfinished space on the first floor to create a 3rd apartment.

Person and address to which all correspondence regarding this application should be sent:

Name: Lehrle Kieffer (for Blair Crawford) Phone: 207-498-2900  
Address: 1013 High St. E-mail: lehrlekieffer@vermax.net  
City, State, Zip: Caribou, ME. 04736

If applicant is a corporation, check if licensed in Maine ( ) Yes ( ) No (X) N/A  
(Attach copy of Secretary of State Registration)

Name of Land Surveyor, Engineer, Architect or other Design Professionals. (attach list if needed)

\_\_\_\_\_  
Phone: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

What legal interest does the applicant have in property to be developed (ownership, owners representative, option, purchase & sales contract, etc?)

Blair Crawford is purchasing 653 Main St., Caribou to live in.  
(Attach supportive legal documentation)

#### General Information

Aroostook County Registry Deeds: Book # 4926 Page # 71 (attach copy of deed) ✓

Current owner  
What interest does the applicant have in any abutting property? \_\_\_\_\_

Is any portion of the property within 250 feet of the normal high water line of a lake, pond, river, or wetland or within 75 feet of any stream? ( ) Yes (X) No

Is any portion of the property within a Flood Hazard Zone? ( ) Yes (X) No

Total area or acreage of parcel: 2326 sq ft. .67 acres Total area or acreage to be developed: 500 sq ft

Has this land been part of subdivision in the past five years? ( ) Yes (X) No

Identify existing use(s) of land (farmland, woodlot, residential, etc.)

Currently 1-2 Bed apartment 1-efficiency 1-small commercial (Detail) space w/half bath, and unfinished 1st floor space

Are there restrictive covenants in the deed, or to be placed in the deed (attach list) ( ) Yes (X) No

Does the applicant propose to dedicate any recreation area, or common lands? ( ) Yes (X) No

Recreation area(s) Estimated Area & Description: N/A

Common land(s) Estimated Area & Description: N/A

Anticipated start date for construction: Month / Year ASAP / 2022 Completion: 11 / 2022

Does any portion of the proposal cross or abut an adjoining municipal line? ☐ Yes ☒ No

Does this development require extension of public services? ☐ Yes ☒ No

Roads: ☐ Storm Drainage: ☐ Sidewalks: ☐ Sewer Lines: ☐ Other: ☐

Estimated cost for infrastructure improvements: \$ 8000.

Water Supply: Private Well: ☐ Public Water Supply: ☒ None: ☐

Sewage Disposal: Private SSWD: ☐ Public Sewer: ☒ None: ☐

Estimated sewage disposal gallons per day: (1 Bedroom apt. 1 Bedroom day)

Do the plans require review by the State Fire Marshal Office? ☐ Yes ☒ No  
(Attach Barrier Free and Construction Permits from SFMO)

Have the plans been reviewed & approved by the Caribou Fire Chief? ☐ Yes ☒ No

Does the building have an automatic sprinkler system? ☐ Yes ☒ No ☐ N/A

Does the building have an automatic fire detection system? ☐ Yes ☐ No ☐ N/A  
Smoke detectors

Will the development require a hydrant or dry hydrant fire pond? ☐ Yes ☒ No

#### Concept Plan Review Requirements

At the request of the applicant, the Code Enforcement Officer or Planning Board may review the application first as a Concept Plan. Concept Plan Review is intended to ensure that the proposed plan is in conformance with the Caribou Comprehensive Plan and all City ordinances. If the application must be approved by the Planning Board, the completed application and Concept Plan must be delivered to the Code Enforcement Office no less than 21 days prior to the next scheduled meeting of the Planning Board, in order for it to be considered during that meeting. Concept Plan Review applications must include the following items:

1. ✓ Name and address of the owner of record and applicant (if different).
2. ✓ Name of the proposed development and location.
3. ✓ Names and addresses of all property owners within 500 feet of the property.
4. ✓ A copy of the deed to the property, option to purchase the property, or other documentation to demonstrate right, title, or interest in the property on the part of the applicant.
5. N/A Names and addresses of all consultants working on the project.

6. NA 1 complete set of plans, delivered in Adobe Acrobat, high-resolution .pdf file(s)

Plans to be included:

Boundary Survey  
Storm Water Management  
Erosion and Sediment Control  
Finish Grading Plan  
Site Improvement Detail  
Building Elevations and Structural Plans

7. Plans to show the following elements for review:

- ✓ a. Graphic scale and north arrow.
- N/A b. Location and dimensions of any existing or proposed easements and copies of existing covenants or deed restrictions.
- N/A c. Name, registration number, and seal of the land surveyor, architect, engineer, and/or similar professional who prepared the Plan.
- ✓ d. All property boundaries, land area, and zoning designations of the site, regardless of whether all or part is being developed at this time.
- ✓ e. Size, shape, and location of existing and proposed buildings on the site including dimensions of the buildings and setbacks from property lines.
- ✓ f. Access for Emergency Vehicles, location and layout design of vehicular parking, circulation areas, loading areas, and walkways including curb cuts, driveways, parking space and vehicle turn around areas.
- ✓ g. Location and names of streets and rights-of-way within 200' and adjacent to the proposed development.
- N/A h. Proposed finish grades and graphic arrows indicating the direction of storm water runoff.
- N/A i. Conceptual treatment of on and off site storm water management facilities.
- N/A j. Location and sizes of existing and proposed sewer and water services including connections.
- N/A k. Conceptual treatment of landscaping buffers, screens, and plantings.
- ✓ l. Location of outdoor storage areas, fences, signage and accessory structures.
- ✓ m. Context map illustrating the area surrounding the site that will be affected by the proposal, including all streets, sidewalks, intersections, storm water drainage ways, sanitary sewer lines and pump stations, nearby properties and buildings, zoning districts, and geographic features such as, but not limited to, wetlands, natural features, historic sites, flood plains, significant scenic areas, and significant wildlife habitats as provided in the Comprehensive Plan.
- N/A n. All proposed signage and exterior lighting, including the location, size and wording of all signs, type of exterior lights, radius of light, manufacturer's specifications sheet, and the ground level intensity in foot- candles of all exterior lights. If no signage or exterior lighting is proposed, state "n/a."

### Final Plan Review Requirements

Upon determination that the application is complete, the Code Enforcement Officer or Planning Board (by majority vote) will schedule a Final Plan Review. If additional information or changes are required by the Code Enforcement Officer or Planning Board following a Concept Plan Review (if applicable), a complete set of revised plans must be provided for the Final Plan Review. If the application must be approved by the Planning Board, plans must be delivered to the Code Enforcement Office at least 21 days prior to the next scheduled Planning Board meeting, in order to be considered during that meeting.

Final Plan Review requires three (3) 24" X 36" sets of plans. If the application must be approved by the Planning Board, an area designated for all seven (7) Planning Board Member signatures must be provided on the plans. Otherwise, an area designated for the Code Enforcement Officer signature must be provided.

If the Code Enforcement Officer or Planning Board determines that a third party review is necessary to make a sound decision, the applicant will be responsible for any fees incurred for the third party review.

During the Final Plan Review, the Code Enforcement Officer or Chairman of the Planning Board (or designee) ensures that all elements of review 7-a. through 7-n. above, and all criteria of the Final Plan Review A. through AA. below have been addressed. If the application must be approved by the Planning Board, then the Chairman may call for a motion to Approve, Approve with Conditions, Deny, or Table the application. Otherwise, the Code Enforcement Officer renders a decision, based on his/her review.

If the Final Plan is approved by the Code Enforcement Officer or Planning Board, no work may commence for a period of 30 days following the date of approval, to allow sufficient time for potential appeal(s) to the decision.

A request to the Planning Board to reconsider a decision must be filed within 10 days of the decision that is to be reconsidered. A vote to reconsider and the action taken on that reconsideration must occur and be completed within 45 days of the date of the vote on the original decision. The Planning Board may conduct additional hearings and receive additional evidence and testimony, as provided.

**To the best of my knowledge, all of the information submitted in this application is true and correct.**

Signature of Applicant: Blair Crawford  
DocuSigned by: 9A281EB3E63B4A8...

Date: 5/26/22

**Final Plan Review application was determined to be complete on:**

Date: \_\_\_\_\_

| Final Plan Review |                                     | Date: _____              |                          |                          |
|-------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
|                   |                                     | <u>Yes</u>               | <u>No</u>                | <u>N/A</u>               |
| A.                | Conformance with Comprehensive Plan | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B.                | Traffic                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C.                | Site Access                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D.                | Parking & Vehicle Circulation       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E.                | Pedestrian Circulation              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



|  | <u>Yes</u>               | <u>No</u>                | <u>N/A</u>               |
|--|--------------------------|--------------------------|--------------------------|
| F. Site Conditions   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| G. Open Space  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| H. Sanitary Sewage   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| I. Water   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| J. Emergency Vehicle Access  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| K. Waste Disposal  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| L. Buffering   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| M. Natural Areas   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| N. Exterior Lighting   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| O. Stormwater Management   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| P. Erosion & Sediment Control  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Q. Buildings   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R. Existing Landscaping  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| S. Infrastructure  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| T. Advertising Features  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| U. Design Relationship to Site & Surrounding Properties  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| V. Scenic Vistas & Areas   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| W. Utilities   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| X. Mineral Exploration   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Y. Phosphorus Export   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Z. General Requirements (ref 13-700)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| AA. Access Management, Off-Street Parking, Loading,<br>and Road Design and Construction (ref 13-710) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**City of Caribou, Maine  
Site Design Review**

Site Design Review for: \_\_\_\_\_

Address: \_\_\_\_\_

**Decision by the Caribou Code Enforcement Officer**

On \_\_\_\_\_ (date) the Code Enforcement Officer conducted the Final Plan Review for the property or project referenced above.

The application was: ☐ Denied ☐ Approved ☐ Approved with Conditions

Signed: \_\_\_\_\_ Code Enforcement Officer

**Decision by the Caribou Planning Board**

On \_\_\_\_\_ (date) the members of the Caribou Planning Board conducted the Final Plan Review for the property or project referenced above.

The application was: ☐ Denied ☐ Approved ☐ Approved with Conditions

Signed: \_\_\_\_\_ Planning Board Chairman

\_\_\_\_\_ Planning Board Member

\_\_\_\_\_ Planning Board Member

\_\_\_\_\_ Planning Board Member

\_\_\_\_\_ Planning Board Member

\_\_\_\_\_ Planning Board Member

\_\_\_\_\_ Planning Board Member

**Condition(s) of Approval:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reason(s) for Denial:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bk 4926 Pg 71 #2948  
04-04-2011 @ 11:57a

# WARRANTY DEED MAINE STATUTORY SHORT FORM

**KNOW ALL MEN BY THESE PRESENTS**, that **Nicholas J. Morrill**, with a mailing address of 406 Main Street, Stockholm, Maine 04783 for consideration paid, grants to **ELF Properties, LLC**, a limited liability company organized the existing under the laws of the State of Maine, whose mailing address is 56 Boutelle Road, Bangor, Maine 04401, with **Warranty Covenants**, the following described real estate together with the buildings thereon, situate in Caribou, County of Aroostook and State of Maine, described as follows to wit:

A certain lot or parcel of land together with all buildings and improvements thereon being situate in the City of Caribou, County of Aroostook, State of Maine, to wit: Being a part of Lot numbered Nine (9) in that part of Caribou formerly "H" Township, bounded and described as follows:

Beginning at a point on the East line of Main Street at the northwest corner of the Charles F. Thomas Homestead Lot; thence northerly along the east line of Main Street a distance of two hundred twenty (220) feet, more or less, to the south line of a public street, now known as Nylander Street; thence easterly along the southerly margin of Nylander Street to the northwest corner of land formerly owned or occupied by James L. Wellington; thence southerly along the Wellington lot a distance of fifty (50) feet to the southwest corner thereof; thence S 35° W a distance of one hundred twenty-five (125) feet to the North line of the Thomas Homestead; thence westerly along the north line of the Thomas Homestead Lot a distance of one hundred eighty-six (186) feet, more or less, to the east line of Main Street and the place of beginning.

Excepting and Reserving from the above-described premises two (2) parcels of land conveyed by Earl V. Lombard to the Inhabitants of the Town of Caribou by Warranty Deed dated March 12, 1928 and recorded in Bk 377, Page 1 of the Southern Aroostook Registry of Deeds, reference being made and had for a more particular description.

Also, Excepting and Reserving a parcel conveyed to the City of Caribou as a corrective deed recorded in Bk 2024, Page 34 of said Registry of Deeds.

Being the same premises conveyed by the Debra L. Plourde to Nicholas Morrill by Warranty Deed recorded in Book 4147, Page 85 of the Southern Aroostook Registry of Deeds.

Witness my hand and seal this 1<sup>st</sup> day of April 2011.

*Debra L. Plourde*  
Witness

*Nicholas J. Morrill*  
Nicholas J. Morrill


MAINE TRANSFER  
TAX PAID

State of Maine  
County of Aroostook

April 1, 2011

Personally appeared the above named Nicholas J. Morrill and acknowledged the foregoing instrument to be his free act and deed.

Before me,

  
Notary Public/Attorney at Law

Print/Type Name of Notary

DAN P. UMPHREY  
Notary Public, Maine  
My Commission Expires November 20, 2016

F:\RDS\Real Estate Files\Morrill to ELF Properties\Warranty Deed 03 23 11.wpd

Received  
AROOSTOOK SS  
PATRICIA F BROWN, REGISTER



- (ii) in riverine areas is considered to be the channel of a river or other water course and the adjacent land areas to a distance of one-half the width of the floodplain, as measured from the normal high water mark to the upland limit of the floodplain.

Riverine: Means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special Flood Hazard Area: See Area of Special Flood Hazard.

Start of Construction: Means the date the building permit was issued, provided the actual start of Construction, repair, reconstruction, rehabilitation, addition, placement, substantial improvement or Other improvement was within 180 days of the permit date. The actual start means either the first Placement of permanent construction of a structure on a site, such as the pouring of slab or footings, The installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure: Means, for floodplain management purposes, a walled and roofed building. A gas or liquid storage tank that is principally above ground is also a structure.

Substantial Damage: Means, damage of any origin sustained by a structure whereby the cost of restoring the structure to its damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement: Means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include their:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local Code Enforcement Official and which are the minimum necessary to assure safe living conditions; or
- (2) Any alteration of historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Variance: Means a grant of relief by a community from the terms of a floodplain management regulation.

Violation: Means the failure of a structure or development to comply with a community's floodplain management regulations.

## **Sec. 13-614 Abrogation.**

This ordinance repeals and replaces any municipal ordinance previously enacted to comply with the National Flood Insurance Act of 1969 (P.L. 90-488, as amended).

## **Sec. 13-700 General Requirements for Land Uses.**

The following General Requirements are applicable to land use activities within the City, to include site design review and subdivisions. These standards are intended to clarify review criteria and provide guidance. In reviewing a proposed development, the CEO or Planning Board, whomever conducts the review, shall review the application for conformance to the applicable standards and make findings of fact for each prior to approval of the Final Plan. The burden of proof of conformance is with the applicant, who shall provide clear and convincing evidence that the proposed Final Plan meets the standards and the review criteria.

### **1. Apartments Accessory to Commercial Uses.**

The Planning Board may allow residential dwelling units in a commercial structure provided the following are met:

- A. The residential dwelling units shall be clearly incidental to the principal commercial use of the structure.

- B. Each dwelling unit shall be provided with a private space 500 square feet minimum per dwelling unit adjacent to each unit.
- C. Each dwelling unit shall be provided one (1) off-street parking space separate from customer parking.
- D. Subsurface sewage disposal, where applicable, shall be provided that complies with the State of Maine Subsurface Sewage Disposal Rules.
- E. Each dwelling unit shall have access to and use of private storage space within the individual dwelling unit or in common storage facilities.
- F. No access to a residential dwelling unit shall be through the commercial space.
- G. All provisions of the City Building Code, Property Maintenance Code and the Life Safety Code shall be met.

## **2. Archaeological Sites.**

Any proposed land use activity involving structural development or soil disturbance on or adjacent to sites listed on, or eligible to be listed on the National Register of Historic Places, as determined by the CEO or Planning Board shall be submitted by the applicant to the Maine Historic Preservation Commission for review and comment, at least 20 days prior to action being taken by the CEO or Planning Board. The CEO or Planning Board shall consider comments received from the Commission prior to rendering a decision on the application.

## **3. Basement Drainage.**

The applicant shall show that the floor of any basement(s) can be drained to the ground surface, or storm sewers, if they are required to be installed, or that the spring water table is one (1) foot below the level of the basement floor.

## **4. Bed and Breakfast.**

- A. There shall be no less than one parking space on the property for each rental room in addition to the spaces required for the dwelling unit.
- B. There shall be one bathroom provided for the rental rooms, in addition to the bathroom for the dwelling unit.
- C. Each rental room shall have not less than ten by twelve (10 X 12) feet horizontal dimensions.

## **5. Buffers and Screening.**

- A. A landscaped buffer strip of no less than fifteen (15) feet in width and six (6) feet in height shall be provided to minimize the visual impact of adverse characteristics such as, but not limited to, storage areas, parking spaces, driveways, loading areas, exposed machinery, sand and gravel extraction operations, and areas used for the storage or collection of discarded automobiles, auto parts, metals or any other articles of salvage or refuse, and to protect abutting residential properties from the intrusion of noise, light, and exhaust fumes from such non-residential buildings and uses. The buffer areas shall be maintained and vegetation replaced to ensure continuous year round screening.
- B. Where no natural vegetation or berms can be maintained, or due to varying site conditions, the landscaping may consist of fences, walls, tree plantings, hedges, or combinations thereof.
- C. Any abutting residential property shall be effectively screened by a continuous landscaped area no less than six (6) feet in height along lot lines adjacent to the residential properties, except that driveways shall be kept open to provide visibility for entering and leaving.
- D. Where a potential safety hazard to small children would exist, physical screening / barriers shall be used to deter entry to such premises.
- E. There shall be no paving, parking, or structures located in the buffer area.
- F. The CEO or Planning Board may allow a buffer area of less width when site conditions, such as natural features, vegetation, topography, or site improvements, such as additional landscaping, berming, fencing, or low walls, make a lesser area adequate to achieve the purposes of this Ordinance.

## **6. Campground and/or Recreational Vehicle Park.**

A campground and/or recreational vehicle (RV) park shall conform to the minimum requirements imposed under State licensing procedures of 10-144 DEPARTMENT OF HEALTH AND HUMAN SERVICES Chapter 205: RULES RELATING TO CAMPGROUNDS and the following (in case of possible conflict, the stricter rule shall apply). For the purposes of this Section "RV" shall include travel RV, pick-up coach, motor home, camping trailer, dependent RV, and self-contained RV.

CHRISTOPHER CURRIER  
178 Grimes Road  
Caribou ME 04736

Wayne P. and Mary L. Belanger  
669 Main Street  
Caribou ME 04736

Gagnon's Rental Properties, LLC.  
P.O. Box 1022  
Caribou, ME 04736

Puay L. Fern  
23 Main Street  
Limestone, ME 04750

Lyndon Heights Associates, LP  
33 Lyndon Street  
Caribou, ME 04736

L & R Associates, LLC  
33 Lyndon Street  
Caribou, ME 04736

Gary Gagnon  
P.O. Box 1022  
Caribou, ME 04736

Phillip T. and Kirsten B. Albair  
637 Main Street  
Caribou, ME 04736

Wendy Landes  
633 Main Street  
Caribou, ME 04736

Andre Anderson and Ashley Ames  
8 Vaughan Street  
Caribou, ME 04736

Robert and Mary McCauley  
684 Turquoise Drive  
Fairhope, AL 36532

Jamie M. and Pamela L. Wyman  
19 Thomas Avenue  
Caribou, ME 04736

Matthew Burke Myrick  
108 Allen Street  
East Syracuse, NY 13057

Keith K. Ouellette  
16 Vaughan Street Apt 3  
Caribou, ME 04736

Wiley Rentals, LLC.  
33 Lyndon Street  
Caribou, ME 04736

ELF Properties, LLC.  
56 Boutelle Road  
Bangor, ME 04401

Main Street Associates, LLC.  
P.O. Box 906  
Caribou, ME 04736

Stewart Lagasse and Katherine  
Morneault  
P.O. Box 104  
Washburn, ME 04786

Kyle Damboise  
1813 Van Buren Road  
Connor, ME 04736

Danny and Shelly Doody-Corriveau  
12 Thomas Avenue  
Caribou, ME 04736

Benjamin M. and Ashley M. Willey  
18 Thomas Avenue  
Caribou, ME 04736

Randy L. and Martha A. Tarr  
20 Thomas Avenue  
Caribou, ME 04736

Phillip M. Miller II  
10 Sincock Street Apt 4  
Caribou, ME 04736

Shawn and Maryann Hanners  
642 Main Street  
Caribou, ME 04736

John W. Karod  
644 Main Street  
Caribou, ME 04736

John Merrill  
12 Roberts Street  
Caribou, ME 04736

Daniel L. and Lori L. Loggans  
P.O. Box 1344  
Caribou, ME 04736

Michael F. and Yong S. Lewis  
49 Water Street  
Caribou, ME 04736

David M. Brown  
P.O. Box 61  
Katy, TX 77492

Lora Shirley ET AL  
C/O Hugh S. Kirkpatrick  
636 Main Street  
Caribou, ME 04736

Facilities Incorporated  
7 Russ Street  
Caribou, ME 04736

Marcus and Vonda Philbrick  
93 Dudley Street  
Presque Isle, ME 04769

Brian J. and Lisa M. Bouchard  
222 York Street  
Caribou, ME 04736

WLR Residential Properties, Inc.  
1313 Orchard Way  
Frederick, MD 21703

Henry Burgess  
2 Grove Street  
Caribou, ME 04736

Dana P. and Beverly J. Caron Life  
Estate  
1258 Presque Isle Road  
Caribou, Me 04736

Gallen G. and Bonnie A. Sanfacon  
664 Main Street  
Caribou, ME 04736

Northern New England Conference  
of Seventh Day Adventists  
479 Main Street  
Caribou, ME 04736

Sherry Lyn Whitmore  
11 Myrtle Street  
Caribou, ME 04736

Donna M. Virtanen  
3 Myrtle Street  
Caribou, ME 04736

Brendan Hammond  
P.O. Box 222  
Blaine, ME 04758

Machias Savings Bank  
P.O. Box 318  
Machias, ME 04654

Graydon Mahoney  
P.O. Box 38  
Caribou, ME 04736

Lawrence H. Newell  
63 Lyndon Street  
Caribou, ME 04736

Christian JD and Cindy A. Johnson  
10 Jefferson Street  
Caribou, ME 04736

Scott C. and Georganna M. Lerch  
47 Lickdale Road  
Jonestown, PA 17038

Veterans Memorial Park Association  
41 Garden Circle  
Caribou, ME 04736

William L. Straight  
17 Thomas Avenue  
Caribou, ME 04736



**PURCHASE AND SALE AGREEMENT**

("days" means business days unless otherwise noted, see paragraph 23)

Offer Date April 27, 2022Effective Date 5/2/22  
Effective Date is defined in Paragraph 23 of this Agreement.1. PARTIES: This Agreement is made between Blair Crawford

("Buyer") and

Elf Properties LLC

("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ☒ all part of (if "part of" see para. 26 for explanation) the property situated in municipality of \_\_\_\_\_, County of Aroostook, State of Maine, located at 653 Main Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 4926, Page(s) 71.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and no others are included with the sale except for the following: no exceptions. Seller represents that all mechanical components of fixtures will be operational at the time of closing except: no exceptions.

4. PERSONAL PROPERTY: The following items of personal property as viewed on April 14, 2022 are included with the sale at no additional cost, in "as is" condition with no warranties: All appliances in all units, furnishings in efficiency are all to be included.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$128,500.00. Buyer ☐ has delivered; or ☒ will deliver to the Agency within 5 days of the Effective Date, a deposit of earnest money in the amount \$ 1,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ N/A will be delivered N/A. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: Norstar Title Company ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 28, 2022 (date) 3:00 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on see P#26 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. **POSSESSION, OCCUPANCY, AND CONDITION:** Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. **RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE:** Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. **FUEL/UTILITIES/PRORATIONS:** Buyer ☐ shall ☒ shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) no others. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. **DUE DILIGENCE:** Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

☐ Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

☒ Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have 15 days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, but are not limited to, any or all of the following:

|                  |                     |           |             |                                  |
|------------------|---------------------|-----------|-------------|----------------------------------|
| General Building | Square Footage      | Zoning    | Survey/MLI  | Habitat Review/Waterfowl         |
| Sewage Disposal  | Code Conformance    | Pests     | Lead Paint  | Shoreland Septic                 |
| Water Quality    | Registered Farmland | Pool      | Flood Plain | Energy Audit                     |
| Water Quantity   | Environmental Scan  | Insurance | Chimney     | Lot Size/Acreage                 |
| Air Quality      | Smoke/CO Detectors  | Mold      | Tax Status* | Arsenic Wood/Water (see par. 13) |

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, Buyer may terminate this Agreement by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer.

\* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within N/A days. ☐ Yes ☒ No

13. **PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. **FINANCING:** Buyer's obligation to close:

**Not Subject to Financing**

☒ is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.  
☐ is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within 5 days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than 2 days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.  
☒ Buyer's obligation to provide proof of funds is subject to the following conditions:

☒ Buyer's ability to purchase ☐ is ☒ is not subject to the sale of another property. See addendum ☐ Yes ☒ No.

**Subject to Financing**

☐ Buyer's obligation to close is subject to financing as follows:

Buyer's obligation to close is subject to financing as follows: \_\_\_\_\_ loan of \_\_\_\_\_ % of the purchase price, at an interest rate not to exceed \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

b. ~~Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (n) and, subject to verification of information, is qualified for the loan requested within \_\_\_\_\_ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.~~

e. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with the written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have        days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay up to \$\_\_\_\_\_ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

Buyer's ability to obtain financing ☐ is ☐ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.

8. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 14c shall remain in full force and effect.

15. **BROKERAGE DISCLOSURE:** Buyer and Seller acknowledge they have been advised of the following relationships:  
**Robert Kleffer** (0000000000)

is a ☒ Seller Agent ☐ Buyer Agent ☐ Disc. Broker ☐ Other \_\_\_\_\_

Robert Kieffer (020858) of RE/MAX North Realty (1714)  
Licensee MLS ID Agency MLS ID

is a ☒ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker  
 \_\_\_\_\_ ( 005522 ) of RE/MAX North Realty ( 1714 )  
 Licensee MLS ID Agency MLS ID  
**Lehrle Kieffer**

is a ☐ Seller Agent ☒ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker  
 \_\_\_\_\_ ( ) of \_\_\_\_\_ ( )  
 Licensee MLS ID Agency MLS ID

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. **DEFAULT/RETURN OF EARNEST MONEY:** Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

17. **MEDIATION:** Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. **PRIOR STATEMENTS:** Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

19. **HEIRS/ASSIGNS:** This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. **COUNTERPARTS:** This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. **SHORELAND ZONE SEPTIC SYSTEM:** Seller represents that the property ☐ does ☒ does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. **NOTICE:** Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and withdrawals of counteroffers will be effective upon communication, verbally or in writing.

23. **EFFECTIVE DATE/BUSINESS DAYS:** This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. **ADDENDA:** Lead Paint - ☒ Yes ☐ No ; Other - ☐ Yes ☒ No Explain: \_\_\_\_\_

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. **OTHER CONDITIONS:** Seller to provide clear, insurable title.

Closing will take place within 21 days of City's approval for a 1st floor apartment, leaving the reception area/half bath as a commercial/retail space, if necessary to get apartment approval.

Inspection will follow current contract timeline.

27. **GENERAL PROVISIONS:**

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.



28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is \_\_\_\_\_

Blair Crawford

4/28/2022

BUYER Blair Crawford

DATE

BUYER

DATE

BUYER

DATE

BUYER

DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is P.O. Box 2082, Bangor, ME 04422-2082

Shawn M. Cornejo Member

4/29/22

SELLER Elf Properties LLC

DATE

SELLER

DATE

Shawn M. Cornejo Member

4/29/22

SELLER

DATE

SELLER

DATE

### COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) \_\_\_\_\_ (time) ☐ AM ☐ PM.

SELLER

DATE

SELLER

DATE

SELLER

DATE

SELLER

DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER

DATE

BUYER

DATE

BUYER

DATE

BUYER

DATE

### EXTENSION

The closing date of this Agreement is extended until \_\_\_\_\_

DATE

SELLER

DATE

SELLER

DATE

SELLER

DATE

SELLER

DATE

BUYER

DATE

BUYER

DATE

BUYER

DATE

BUYER

DATE



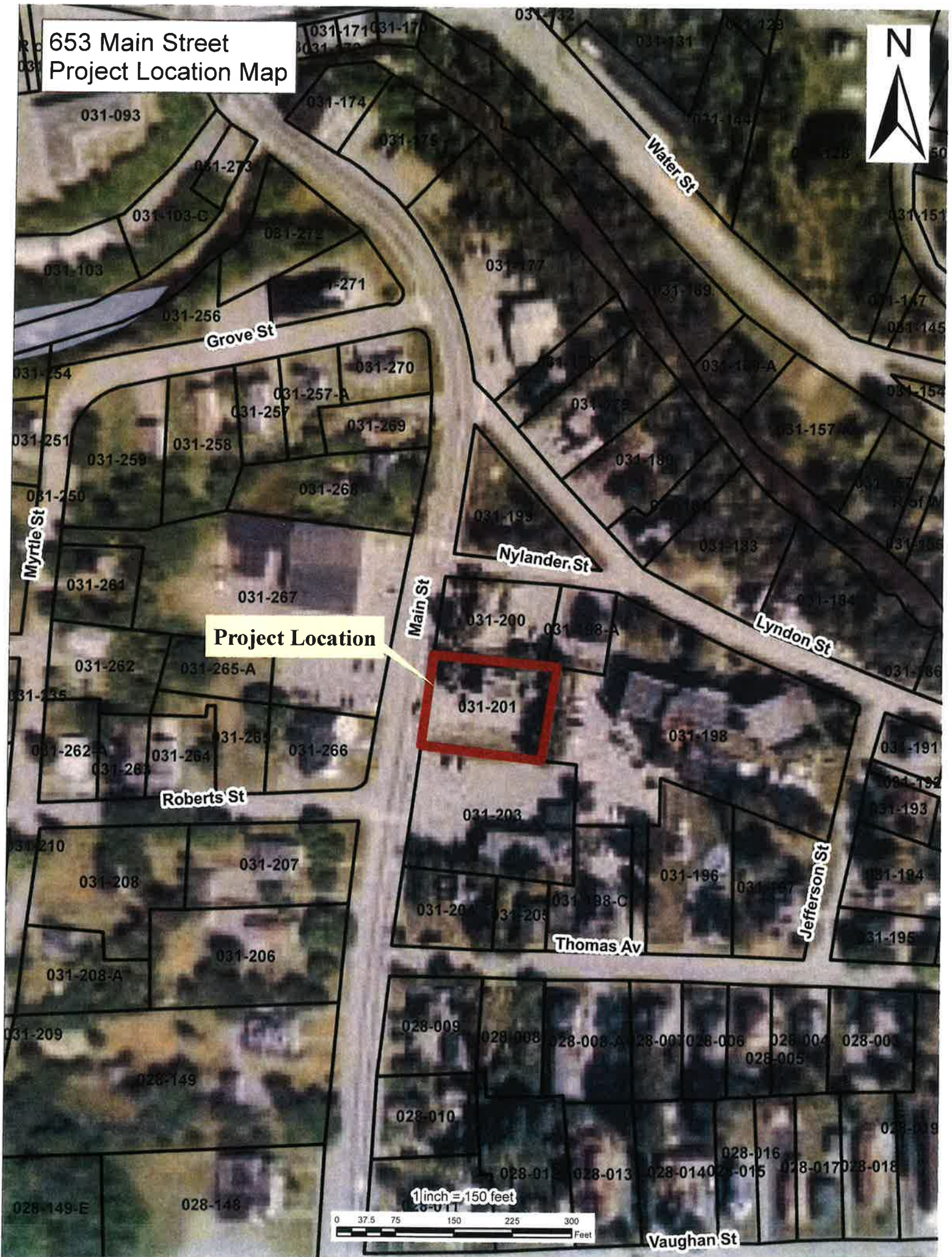
Page 5 of 5  
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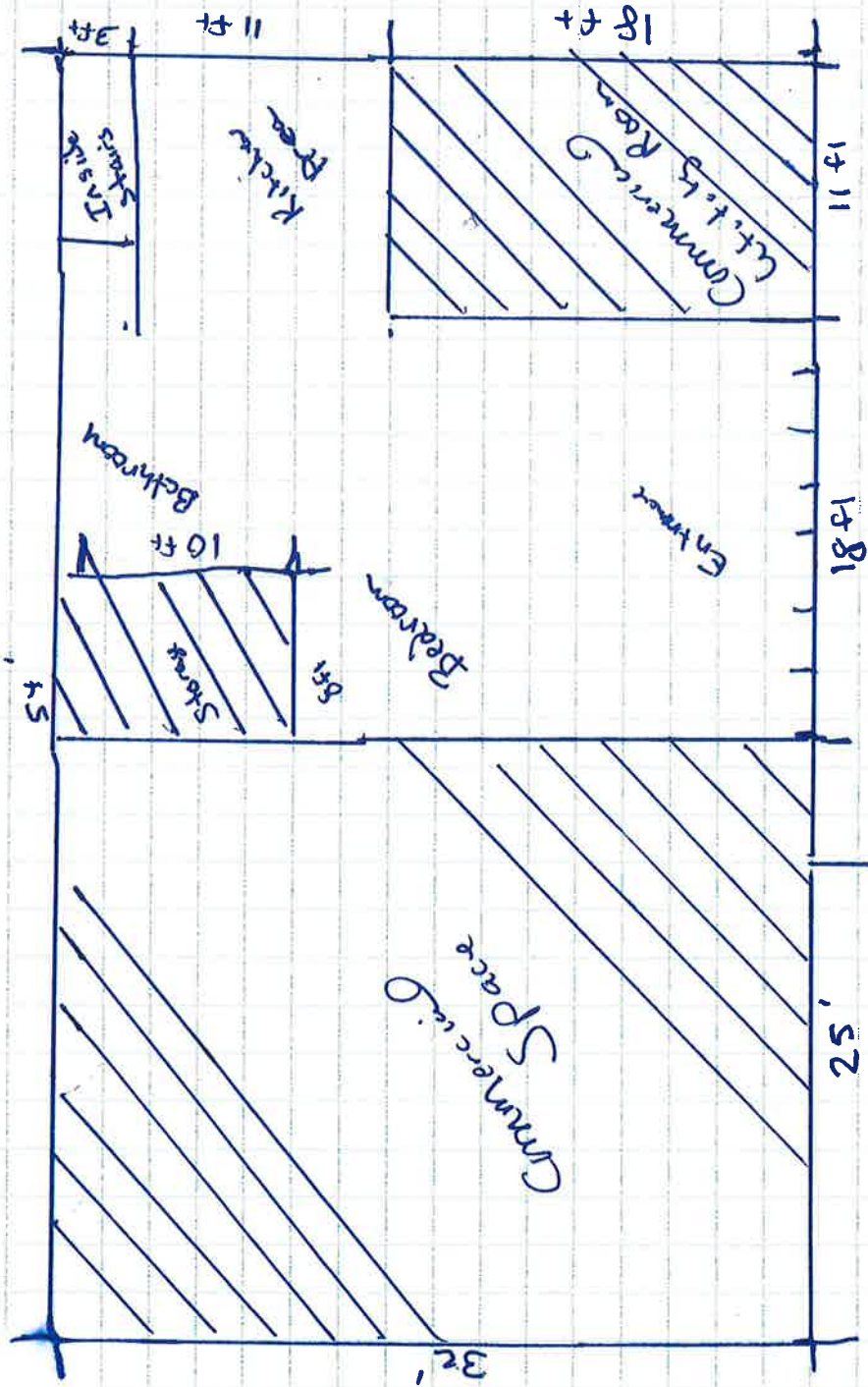
653 Main Street,

653 Main Street  
Project Location Map





# 653 Main St



$$152 = \square$$

## 653 Main St

- \* Commercial Space will remain the same
- \* Add a Storage Area to attract Commercial Tenants
- \* South wall on proposed single Apartment will have two windows added along with a separate entrance. (This wall needs to be upgraded)
- \* On bathroom with stand up Shower will be added. Plumbing already exists.
- \* Small Kitchen will be installed with sink. (Sinks Plumbing already exists)
- \* Building will be landscaped and driveway re surfaced
- \* Commercial Space will be blocked off from proposed living area.



PARKING

UTILITIES ENTRANCE

PROPOSED APARTMENT ENTRANCE  
31'-0"

23'-0"

EXISTING ENTRANCE

32'-0"

29'-0"

MAIN STREET

2nd FLOOR ENTRANCE



653 MAINE STREET  
APARTMENT ACCESSORY TO COMMERCIAL USE  
PROPOSED FLOOR PLAN

SCALE: 3/16"=1'-0" +-



## *City of Caribou, Maine*

*Municipal Building*  
25 High Street  
Caribou, ME 04736  
*Telephone* (207) 493-3324  
*Fax* (207) 498-3954  
[www.cariboumaine.org](http://www.cariboumaine.org)

### **Caribou Planning Board Meeting Minutes Thursday, July 14<sup>th</sup>, 2022 @ 5:30 pm City Council Chambers**

**Members Present:** Dan Bagley, Christine Solman, Dave Corriveau, Frank McElwain, Steve Wentworth, Amanda Jandreau

**Absent but excused:** Eric Hitchcock

**Other in Attendance:** Ken Murchison, Council Liaison John Morrill

Chairman Dan Bagley called the meeting to order at 5:31 pm.

- I. Call Meeting to Order, Determine Quorum** – Chair Dan Bagley called the meeting to order at 5:31 pm. A quorum was present.
- II. Public Hearings:** There were no Public Hearings to conduct
- III. Approval of Minutes**
  - a. Approval of Minutes of the June 9<sup>th</sup>, 2022, Planning Board meeting.

Frank McElwain moved to approve the minutes as presented; seconded by Amanda Jandreau.

**Roll Call Vote:**

Steve Wentworth – Yes; Frank McElwain – Yes; Dan Bagley – Yes; - Dave Corriveau – Yes;  
Amanda Jandreau - Yes

**Motion carried with 5 in favor.**

#### **IV. Council Liaison Update**

John Morrill Council Liaison informed the Planning Board of the initiatives being worked on by City Council:

- Update on Power Plant, environmental cleanup, possible Brownfield funding, vandalism, currently owned by City.
- CDBG Grant for C-J Auto, \$100,000.00 50/50 grant project.
- Thursdays on Sweden event progressing nicely.
- Police Station committee to reexamine the not to exceed \$10 Million dollar max, value engineering, possible downsize. Possible Federal funding, \$22.5 million. New Friends of Caribou Police Dept. 501-C3.
- Economic Development Conference, Manager Thompson. Tourism Marketing Brochure
- Evergreen Lanes progress, opening in 2022
- Collins Pond possible Federal funding for dredging \$4.2 million
- Rate increase at Aroostook Waste Solutions State surcharge to cover program cost and \$3.00 increase in 2023 for construction and demolition debris.
- Comprehensive Plan, 10 Year Business Plan for the City.

c. **Maine Northern Railroad Reuse**

Maine Department of Transportation has acknowledged our letter of petition and will mount a reuse commission as directed by statute. MDOT will meet with Maine Northern Railroad to discuss their continued interest in this stretch of rail ROW. Nest Riverfront Renaissance Committee Meeting scheduled for August 23, 2022.

d. **Other News**

The Board discussed most recent proposed Cannabis Legislation and discussed the potential for model cannabis ordinance language that may be offered by local developer and the process of considering this new language by the Planning Board, City Council and voting public.

**VIII. Adjournment** – Amanda Jandreau moved to adjourn the meeting at 6:55 pm; seconded by Frank McElwain.

**Roll Call Vote:**

Steve Wentworth – Yes; Frank McElwain – Yes; Dan Bagley – Yes; - Dave Corriveau – Yes; Amanda Jandreau – Yes

**Motion carried with 5 in favor.**

**IX. Next Meeting August 11, 2022**

Respectfully Submitted,

Amanda Jandreau  
Planning Board Secretary

AJ/KM

# Historic & Archaeology Resources

## *Historic & Archaeology Resources*

Goal: To preserve the State's historic and archaeology resources.

| <i>Policies</i>  | <i>Strategies</i>  | <i>Responsibility</i>                   | <i>Implementation</i> |
|--|--|---|-----------------------|
| Protect to the greatest extent practicable the significant historic and archaeological resources in the community. | For known historic archaeology sites and areas sensitive to prehistoric archeology, through local land use ordinances require subdivision or non-residential developers to take appropriate measures to protect those resources, including but not limited to, modification of the proposed site design, construction timing, and/or extent of excavation. | Planning Board                          | Ongoing               |
| Identify buildings and areas of Historic significance  | Adopt or amend land use ordinances to require the planning board (or other designated review authority) to incorporate maps and information provided by the Maine Historic Preservation Commission into their review process.  | Planning Board/Code Enforcement Officer | 2015<br>On going      |
|  | Work with the local or county historical society and/or the Maine Historic Preservation Commission to assess the need for, and if necessary plan for, a comprehensive community survey of the community's historic and archaeology resources   | City Council                            | 2015                  |
|  | Develop and place historic markers/signs throughout community, complete with updated walking map   | Historical Society/Chamber/PW           | 2015                  |
|  | Integrate history of the area, including Native history, into local educational curriculum   | City Council                            | 2015                  |
| Gail Haglestein???   | Develop a Strategic Plan for the future of the Nylander Museum/collection  | Nylander Board of Directors             | 2019                  |

include these conditions as well as research into deed restrictions and covenants in order to ensure property is utilized according to allowable uses, including deed restrictions on historic or potentially historic properties.

## STATE OF SIGNIFICANT HISTORIC RESOURCES

The McElwain House, located at the corner of Main Street and West Presque Isle Road in Caribou is currently in excellent condition and is utilized as administrative offices for the Northern Maine Development Commission. The building is fully occupied and well maintained and will continue to be in good condition for many years to come. An occupancy challenge would occur if NMDC were to relocate their offices as office space currently has a low occupancy rate in Caribou.

The Gray Memorial United Methodist Church and Parsonage, located at 8 Prospect Street in Caribou is currently in good condition and efforts are underway at the Church to showcase and preserve its unique history, recently celebrated its 100 year anniversary in 2013. While its congregation is currently strong, there have been church closings in Caribou recently and more projected within the next few years; in the event the church were to eventually close the repurposing of the building could be problematic, which would make historic preservation difficult.

## HISTORIC PRESERVATION DATA

According to the Maine Historic Preservation Council (MHPC), Caribou has two (2) properties currently listed in the National Register of Historic Places. They are:

1. McElwain House, Corner of Main Street and West Presque Isle Road
2. Gray Memorial United Methodist Church and Parsonage, 8 Prospect Street.

The following is a list of historic archaeology sites identified by MHPC in Caribou that have local historic significance and would be of a benefit to the people as a reflection of the history and development of the community and area:

| Site Name | Site Number | Site Type  | Periods of Significance                         | National Register Status |
|-----------|-------------|------------|---|--------------------------|
| Hitchings | ME 078-001  | Farmstead? | Ca. 1840-1900                                   | Undetermined             |
| Orchard   | ME 078-002  | Municipal  | Late 18 <sup>th</sup> -20 <sup>th</sup> century | Undetermined             |

### Other Historical Places of Note:

3. Caribou Library, 30 High Street
4. Aroostook County Court House, 144 Sweden Street
5. Unitarian Universalist Church, 3 Grove Street.
6. Bangor and Aroostook Locomotive Garage and Turntable, Limestone Street
7. Thomas House, 444 Main Street



## **The Micmacs Today**

At present, the estimated Micmac population enrolled on Canadian Band-lists is more than 10,000. Only 7,000 of these live on Reserves; the other 3,000 live scattered over the Maritimes and New England or are just "on the road." In addition, there are an estimated 2,000-3,000 Micmacs who live in Canada who are not registered on the Band Rolls of the Canadian Reserves. In total, there are about 5,000 registered and non-registered Micmacs in New England, the majority of whom live in Boston. Aroostook County provides the major transitory route to and from the Canadian Reserves and the urban areas along the Atlantic seaboard of the U.S., both because of its location and because of the presence of a strong Micmac community.

The Micmacs were not part of the Maine Indian Claims Settlement Act of 1980 and, as such, were without the services of the State of Maine's Department of Indian Affairs, which had closed its doors. In response, the Aroostook Micmac Council, Inc. was formed, which obtained recognition and assistance from the federal government's Bureau of Indian Affairs. Currently, funding is available from the Administration of Native Americans, a branch of the Department of Health and Human Services and the National Indian Lutheran Board.

In June of 1982, members of the Micmac Indian Tribe in Aroostook County chose Presque Isle as their headquarters. As heirs of the First People, the Micmac Indians are part of the Eastern Algonquian-speaking peoples who have traditionally inhabited the territories of Maine and the Maritime Provinces.

Today, the resident core of the Aroostook Band of Micmacs consists of approximately 562 people. Of the 233 adult members, 135 live within a 20-mile radius of Presque Isle, 46 (20 percent) in and around Houlton, and 22 in and around Madawaska.

### **Caribou – A History.**

(Taken from the 1992 Comprehensive Plan)

The City of Caribou has throughout its history been known by different names. In 1823 five families from Canada settled on Eaton Grant near the present day Grimes Mill area. In 1840, what is now the municipality was termed "Plantation H" and "Plantation I" and Eaton Grant. In 1870, the names changed to Lyndon and North Lyndon. Finally, in 1877, the entire area was re-designated Caribou.

The first white man to set foot on the soil of what is now known as the City of Caribou was probably Alexander Cochran, a Canadian, who came up the St. John and Aroostook River in 1829 looking for a mill site. When what was to become known as the Bloodless Aroostook War threatened, in the winter of 1839, Caribou was still not on the map.

The actual settlement of Caribou began when Ivory Hardison, the first American settler joined two groups that had already settled in the area, drove a span of horses to bring a load of soldiers from Bangor to Fort Fairfield. Mr. Hardison stayed that summer and assisted the State Land Agent in surveying the area and delineating lots of land for settlers who were beginning to come to Aroostook. Hardison took land for himself in Township "Letter H", Range 2.

In the summer of 1867 the first church was erected. It was known as the Union Meeting House. Previously, religious meetings had been held in barns in different portions of the township and, as mentioned, in the one room school house.

By 1870 the town valuation was \$127,279; the population was 1,410, nearly five times as large as that of 1860 when it was only 297.

Abe Holmes first came to Caribou in 1872 from Boston to establish a starch factory. This marked the beginning of the great starch and potato industry in Aroostook County. The starch industry developed a cash market that was greatly needed. Farming as an occupation took on a more encouraging aspect when barter and exchange of goods were replaced by money. Albe Holmes was our starch factory king.

With the resulting increase in agriculture, the need for a railroad became pressing. In 1874, a stock company was formed and work on a railroad begun. The first requirement to build the railroad was construction financing. A town meeting was called on August 15, 1877, where it was voted that the Town of Lyndon lend its credit to the amount of 5 percent of its valuation to help finance a rail line to connect with the New Brunswick Railroad at Fort Fairfield. The rail connection was completed in the fall of 1878. A station was built on the east side of the river opposite the village.

The railroad opened the area to more settlers and provided access to outside communities. Caribou could now produce for an outside market and also readily obtain the finished goods it needed.

The population continued to grow until 1960. The peak in Caribou's population was 1960, with a steady decline since. The Federal Census figures for Caribou showed a population of 4,758 in 1900, 5,377 in 1910, 6,018 in 1920, 7,248 in 1930, 8,218 in 1940, 9,923 in 1950, 12,464 in 1960, 10,419 in 1970, 9,916 in 1980, 9,415 in 1990, 8,312 in 2000 and 8,159 in 2010.

The commercial area of Caribou expanded with the growth of the community. New schools were built, the municipal airport was constructed in 1929 and the present municipal building was completed in 1939. Birds-Eye Snyder constructed a frozen food plant in 1945 and later added a French fried potato plant to its facilities. The construction of Loring Air Force Base and the introduction of manufacturing took on important dimensions in the economic base of Caribou as agriculture and food processing declined in the 1950s and 1960s. The Caribou Industrial Park resulted from the recognition of the changing economy.

### **Loring Air Force Base**

The importance of Loring Air force Base to both the history and future of the City of Caribou cannot be understated. The economic impact from the base closure is still being felt nearly three decades later, however from a historical perspective Loring AFB is the defining component of the historical landscape of the latter half of the 20<sup>th</sup> century for the City of Caribou and continues to have an impact in 2014. Even today many residents residing in or relocating to Caribou are veterans who served at Loring AFB.

- December 1991 saw SAC and Loring stand down all Alert forces and Loring KC-135s ended their 24-hour alert. One year later, the Air Force re-designated the wing as the 42nd Bomb Wing.
- In 1993, the wing began to draw down for closure in September, 1994.
- On November 16, 1993, the final B-52G based at Loring made its final flight from the base, ending a 40-year bombing mission for the wing. On March 2, 1994, the final KC-135R departed Loring.

### **The Closing of Loring Air Force Base**

The closure of Loring AFB in 1994 resulted in long-lasting impacts on the region as a whole and Caribou in particular. Neighboring Limestone would eventually lose close to 75% of its population and Caribou saw its population decline by over 10%. The decline in population resulted in the closure of many businesses in downtown Caribou.