

# Land Design Solutions

Land Planning, Site Planning and Landscape Architecture

April 21, 2026

Mr. Nick King, Land Use Planner  
Town of Falmouth  
271 Falmouth Road  
Falmouth, ME 04105

**RE: Fill Permit Application  
378 Middle Road, Parcel Two**

Dear Nick,

Land Design Solutions (LDS) has been retained by the Applicant, Brush and Hammer Builders, Inc. to assist with the design and permitting for a single family residential structure on a 5.89 acre parcel of land shown on Tax Map U20 / Lot 005-001.

The preferred building envelope on this site is an upland area approximately 1.7 acres in size which is setback approximately 565 feet off middle road. The building site is nicely wooded with suitable soils for a septic system. Unfortunately to get from Middle Road to the building site the driveway will need to cross a small wetland area and a seasonal stream.

The wetlands were delineated by Mark Hampton Associates in January 2024 and a vernal pool investigation was performed by Blue Flag Environmental in December of 2025. We contacted the Fire Department for driveway design concerns for a driveway of this length and have incorporated their feedback concerning driveway width (16 feet) and turnaround dimensions (ladder truck) into the plans.

The proposed driveway crossing the small wetland area and the perennial stream triggers Planning Board review under Section 19-67 Placement or Removal of Fill, (c) for fill placed within ten feet of a drainage way, stream or wetland area. The wetland and stream crossings have been designed to minimize the impacts to both the stream and the wetland areas and to be as environmentally sensitive as possible by utilizing a 3' diameter culvert with a live bottom for the wetland crossing and a box culvert with a live bottom for the stream crossing. The project proposes the following impacts:

Permanent wetland impact = 1,922 s.f.

Temporary wetland impact = 133 s.f.

Permanent stream impact = 190 s.f.

Temporary stream impact = 108 s.f.

**Sec. 19-67 Placement or Removal of Fill Material [Adopted 7/22/91] [Amended 9/22/03]**

*Ordinance language is in italics and the design team response is bold.*

*Definition of Fill Material: Fill material shall mean clean soil material, rocks, bricks, and cured concrete, which are not mixed with other solid or liquid waste, and which are not derived from an ore mining activity.*

*The purpose of this provision is to control erosion, protect wetlands, minimize storm water runoff and minimize other nuisances associated with filling and other earth moving activities. It is intended that this provision shall apply to both approved construction for which a building permit has been issued, as well as activities that do not require a building permit. **Erosion and sedimentation control measures are shown on the plans.***

- a. *The following guidelines shall govern the placement or removal of fill material in all districts: [Amended, 5/28/96]*
  1. *Normal excavation or removal of fill for which a building permit has been issued, no permit required*
  2. *0 - 15 cubic yards, no permit required*
  3. *16 - 1000 cubic yards, CEO permit required*
  4. *over 1000 cubic yards, Planning Board permit required*
- b. *All activities regulated under this section shall implement erosion and sedimentation control measures as required in Section 19-72. [Amended 9/22/03]*
- c. *Fill shall not be placed within ten (10) feet of drainage ways, streams or wetland areas without approval by the Planning Board. **Agreed***
- d. *Roadways and other public areas shall be kept clean of mud, dirt, debris or other material that may constitute a hazard or nuisance to the public. **Agreed***
- e. *Adequate traffic control shall be provided on public roadways to ensure safe access and passage during construction activities. **Agreed***
- f. *Submissions of approved plans shall also meet the requirements of Section 19-128.a.5, Geographic Information System (GIS) Plan Submissions and Specifications. [Adopted 3/14/11] **A CAD file will be supplied to the Town's GIS consultant.***
- g. *Prior to commencement of site work associated with a Planning Board permit issued under this Sec.19-67, the applicant shall pay an inspection fee as described on a fee schedule approved by Town Council order. [Adopted 7/25/22] **Agreed***

The other ordinance section which applies to this project is:

**Sec. 19-71 Buffers and Setbacks Adjacent to Streams, Ponds and Wetlands.**

In response to the required buffering and setbacks the project plans show the following:

- 75 ft. structure setback from the edge of the stream and from the high value

wetlands.

- 25 ft. no disturb setback from stream and high value wetlands.
- 50 ft. structure setback from low value wetlands.

The project has received a Maine DEP Permit By Rule approval for a stream crossing. And an Army Corp of Engineers General Permit for wetland impacts. A copy of these approvals is included with this application.

The following documents are included with this submission:

1. Town of Falmouth request for hearing form
2. Letter of agent authorization
3. Purchase and sale agreement
4. Tax map
5. Town Mapping Context Image
6. Wetland Delineation Letter
7. Vernal Pool Investigation Letter
8. Maine DEP PBR Approval
9. Army Corps of Engineers General Permit Approval

Please find the following copies enclosed with this submission:

- Four application document packages bound and double sided.
- Three sets of full size plans, bound and folded.
- Six sets of 11"x17" plans three hole punched.
- Digital copy of the above documents & plans
- Application fee of \$425 (\$300 for Fill Permit & \$125 for public notice)

We request that the application be placed on the next available Planning Board agenda for discussion with the Planning Board. Please contact me with any comments, questions or should you require additional information.

Sincerely,



Peter B. Biegel, ASLA  
Maine Licensed Landscape Architect

# FALMOUTH PLANNING BOARD REQUEST FOR HEARING

IN ADDITION TO THE SPECIFIED REVIEW FEES, APPLICATIONS SHALL BE ACCOMPANIED BY A **\$125.00** FEE TO COVER THE COST OF NOTIFICATIONS AND PUBLISHING.

Name of Applicant: Brush and Hammer Builders, Inc. Phone# (310) 869-8620

Fax: \_\_\_\_\_ E-Mail: anthony@brushandhammerbuilders.com Alt. Phone # \_\_\_\_\_

Full Address: 417 US-1, Suite 3 Falmouth, ME 04105

Address of Property to be Developed: (if different) 378 Middle Road

Map: U20 Lot: 005-001 Zone: RB

Property Owner (if other): 378 Middle Road, LLC (David Banks)

Full Address: 190 US Route One, #122, Falmouth, ME 04105 Phone: (207) 773-2345

The undersigned requests that the Falmouth Planning Board consider the following application for:

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Pre-application Sketch Plan Review</b> | <input type="checkbox"/> <b>Major Subdivision</b>     |
| <input type="checkbox"/> <b>Minor Subdivision</b>                  | <input type="checkbox"/> <b>Site Plan Review</b>      |
| <input type="checkbox"/> <b>Private Way</b>                        | <input type="checkbox"/> <b>Shoreland Zone Permit</b> |
| <input type="checkbox"/> <b>Sign Permit</b>                        | <input type="checkbox"/> <b>Contract Zoning</b>       |
| <input checked="" type="checkbox"/> <b>Fill Permit</b>             |   |
| <input type="checkbox"/> <b>Other (specify)</b> _____              |   |

## Notes to the Applicant:

1. A short description of the project must be attached to this form. This application must be filed at the Town Hall no later than twenty-eight (28) days prior to the regular meeting of the Board (1<sup>st</sup> Tuesday monthly). Applications shall be accompanied by all application fees and materials required by the applicable ordinance(s), checklists and fee schedule.
2. All applications shall include all materials and copies as specified on the submittal requirements form.
3. All materials in color shall be copied in color.

## Application Authorization

I hereby make application to the Town of Falmouth for the above-referenced property(ies) and the development as described. To the best of my knowledge, the information provided herein is accurate and is in accordance with the Zoning and Subdivision Ordinances of the Town, except where waivers are requested. The Town of Falmouth Planning Board and/or town employees are authorized to enter the property(ies) for purposes of reviewing this proposal and for inspecting improvements as a result of an approval of this proposal. I understand that I am responsible for appearing, or having someone appear on my behalf, at all meetings before the Planning Board.

Unless the applicant has submitted notice to the Community Development Department as part of the initial and any subsequent submittals, no alteration of site conditions, including the existing landscape, structures and buildings, shall occur between the date of application submittal and the date the application has received final sign off from staff after Planning Board approval.

Signed: Peter B. Biegel Date: 4/20/2026

Printed name: Peter Biegel, Land Design Solutions (Agent)

Please identify yourself (check one): Agent\*  Property Owner

\*(If you are an agent, written authorization from the property owner must be attached to this form.)

February 6, 2026

Anthony Requia  
Brush and Hammer Builders, Inc.  
417 US-1, Unit 3  
Falmouth, ME 04105

**RE: Letter of Agent Authorization  
378 Middle Road Parcel 2 Development**

To whom it may concern:

Please consider this letter as authorization for Land Design Solutions to act as the agent relative to local, state and federal permitting required for the referenced project.

Sincerely,

  
\_\_\_\_\_  
Anthony Requia  
Brush and Hammer Builders, Inc.

# PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

Offer Date April 21 2026

4/21/2026 Effective Date  
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Brush & Hammer Builders Inc. ("Buyer") and 378 Middle Road 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. 23 for explanation) the property situated in municipality of Falmouth, County of \_\_\_\_\_, State of Maine, located at U20/ 5/ 1, Middle Road, Zip Code 04105 and described in deed(s) recorded at said County's Registry of Deeds Book(s) 35560, Page(s) 249.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of [REDACTED]. Buyer  has delivered; or  will deliver to the Agency within n/a days of the Effective Date, a deposit of earnest money in the amount \$ n/a. 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:

4. ESCROW AGENT/ACCEPTANCE: RE/MAX By The Bay ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 24, 2026 (date) 12:00  AM  PM Eastern Time; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. 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 May 8, 2026 (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.

6. 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.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) n/a. 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.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer.

AR

DMB

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
9. DEP/LUPC/ACOE APPROVALS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/ WATERFOWL Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____
17. OTHER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days	_____	_____

\* If the land 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

Further specifications regarding any of the above: n/a

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property 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 or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, Buyer will declare the Agreement null and void 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 or other condition specified herein 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. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

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DS  
DMB



18. 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.

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

20. 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.

21. 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.

22. 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 entire 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. Buyer is advised that Seller or Seller's agent may disclose the terms of this offer (if rejected), to others when it is used as a Competing Offer to accompany an Escalation Addendum.

23. OTHER CONDITIONS: n/a

24. 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 Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

25. ADDENDA:  Yes  No Explain: \_\_\_\_\_

Buyer(s) Initials Initial  
AR

Seller(s) Initials DS  
DMB

- 26. 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.
- 27. Upon acceptance of the offer or counteroffer, Seller 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.

Buyer's mailing address is \_\_\_\_\_  
*Anthony Regnia* 4/21/2026  
 BUYER *Anthony Regnia* Hammer Builders Inc. DATE BUYER DATE  
 BUYER DATE BUYER DATE

Seller hereby accepts the offer set forth above.

Seller's mailing address is \_\_\_\_\_  
*David M Banks* 4/21/2026  
 SELLER *David M Banks* Middle Road LLC DATE SELLER DATE  
 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 Eastern Time.

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

PROPERTY LOCATED AT: U20/ 5/ 1, Middle Road, Falmouth, ME 04105

**PROPERTY DISCLOSURE – LAND ONLY**

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

**DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.**

**SECTION I – HAZARDOUS MATERIAL**

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on your property? .....  Yes  No  Unknown

If Yes: Are tanks in current use?.....  Yes  No  Unknown

If no longer in use, how long have they been out of service? n/a

If tanks are no longer in use, have tanks been abandoned according to DEP?.....  Yes  No  Unknown

Are tanks registered with DEP?.....  Yes  No  Unknown

Age of tank(s): n/a Size of tank(s): n/a

Location: n/a

What materials are, or were, stored in the tank(s): n/a

Have you experienced any problems such as leakage: .....  Yes  No  Unknown

Comments: No knowledge of underground tanks.

Source of information: Seller

B. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: .....  Yes  No  Unknown

LAND FILL:.....  Yes  No  Unknown

RADIOACTIVE MATERIAL:.....  Yes  No  Unknown

METHAMPHETAMINE:.....  Yes  No  Unknown

Comments: No knowledge of hazardous materials.

Source of information: Seller

**Buyers are encouraged to seek information from professionals regarding any specific issue or concern.**

Buyer Initials AR

Seller Initials DMB

PROPERTY LOCATED AT: U20/ 5/ 1, Middle Road, Falmouth, ME 04105

**SECTION II – ACCESS TO THE PROPERTY**

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? .....  Yes  No  Unknown

If Yes, explain: None known

Source of information: Seller

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass?.....  Yes  No  Unknown

If No, who is responsible for maintenance? n/a

Road Association Name (if known): n/a

Source of information: Seller

**SECTION III – FLOOD HAZARD**

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? .....  Yes  No  Unknown

If Yes, explain: n/a

Have any flood events affected a structure on the property? .....  Yes  No  Unknown

If Yes, explain: n/a

Has any flood-related damage to a structure occurred on the property? .....  Yes  No  Unknown

If Yes, explain: n/a

Has there been any flood insurance claims filed for a structure on the property? .....  Yes  No  Unknown

If Yes, indicate the dates of each claim: n/a

Buyer Initials AR

Seller Initials DS DMB

PROPERTY LOCATED AT: U20/ 5/ 1, Middle Road, Falmouth, ME 04105

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? .....  Yes  No  Unknown

If Yes, indicate the date of each payment: n/a

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? .....  Yes  No  Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map? n/a

Relevant Panel Number: n/a Year: n/a (Attach a copy)

Comments: Not in flood zone

Source of Section III information: Seller & FEMA Maps

**SECTION IV – GENERAL INFORMATION**

Are there any shoreland zoning, resource protection or other overlay zone requirements on the property?.....  Yes  No  Unknown

If Yes, explain: n/a

Source of information: Seller

Is the property the result of a division within the last 5 years (i.e. subdivision)?  Yes  No  Unknown

If Yes, explain: n/a

Source of information: Seller

Are there any tax exemptions or reductions for this property for any reason including but not limited to:

Tree Growth, Open Space and Farmland, Blind, Working Waterfront?.....  Yes  No  Unknown

If Yes, explain: n/a

Is a Forest Management and Harvest Plan available?.....  Yes  No  Unknown

Has all or a portion of the property been surveyed?.....  Yes  No  Unknown

If Yes, is the survey available?.....  Yes  No  Unknown

Has the property ever been soil tested?.....  Yes  No  Unknown

If Yes, are the results available?.....  Yes  No  Unknown

Are mobile/manufactured homes allowed?.....  Yes  No  Unknown

Are modular homes allowed?.....  Yes  No  Unknown

Source of Section IV information: Seller

Additional Information: n/a

Buyer Initials AR

Seller Initials DMB

PROPERTY LOCATED AT: U20/ 5/ 1, Middle Road, Falmouth, ME 04105

ATTACHMENTS CONTAINING ADDITIONAL INFORMATION:.....  Yes  No

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer. As Seller, I/we have provided the above information and represent that all information is correct.

DocuSigned by:  
*David M Banks* 4/21/2026  
 SELLER DATE SELLER DATE  
 378 Middle Road LLC

SELLER DATE SELLER DATE

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

Signed by:  
*Anthony Reguia* 4/21/2026  
 BUYER DATE BUYER DATE  
 Brush & Hammer Builders Inc.

BUYER DATE BUYER DATE









MARK HAMPTON ASSOCIATES, INC.

SOIL EVALUATION • WETLAND DELINEATIONS • SOIL SURVEYS • WETLAND PERMITTING

7753

January 2, 2024

Mr. Michael Banks  
Atlantic Properties LLC  
190 US Route 1 #122  
Falmouth, ME 04105

Re: Wetland Delineation, 6+ acre parcel 378 Middle Road Falmouth, ME

Dear Michael,

We have completed a delineation of wetlands on a 6+ acre parcel at 378 Middle Road Falmouth, Maine. The wetland delineation was completed in accordance with the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual for the Northcentral and Northeast Regions dated January 2012. These manuals require the presence of three parameters for a wetland to be present, wetland hydrology, hydrophytic vegetation, and hydric soils.

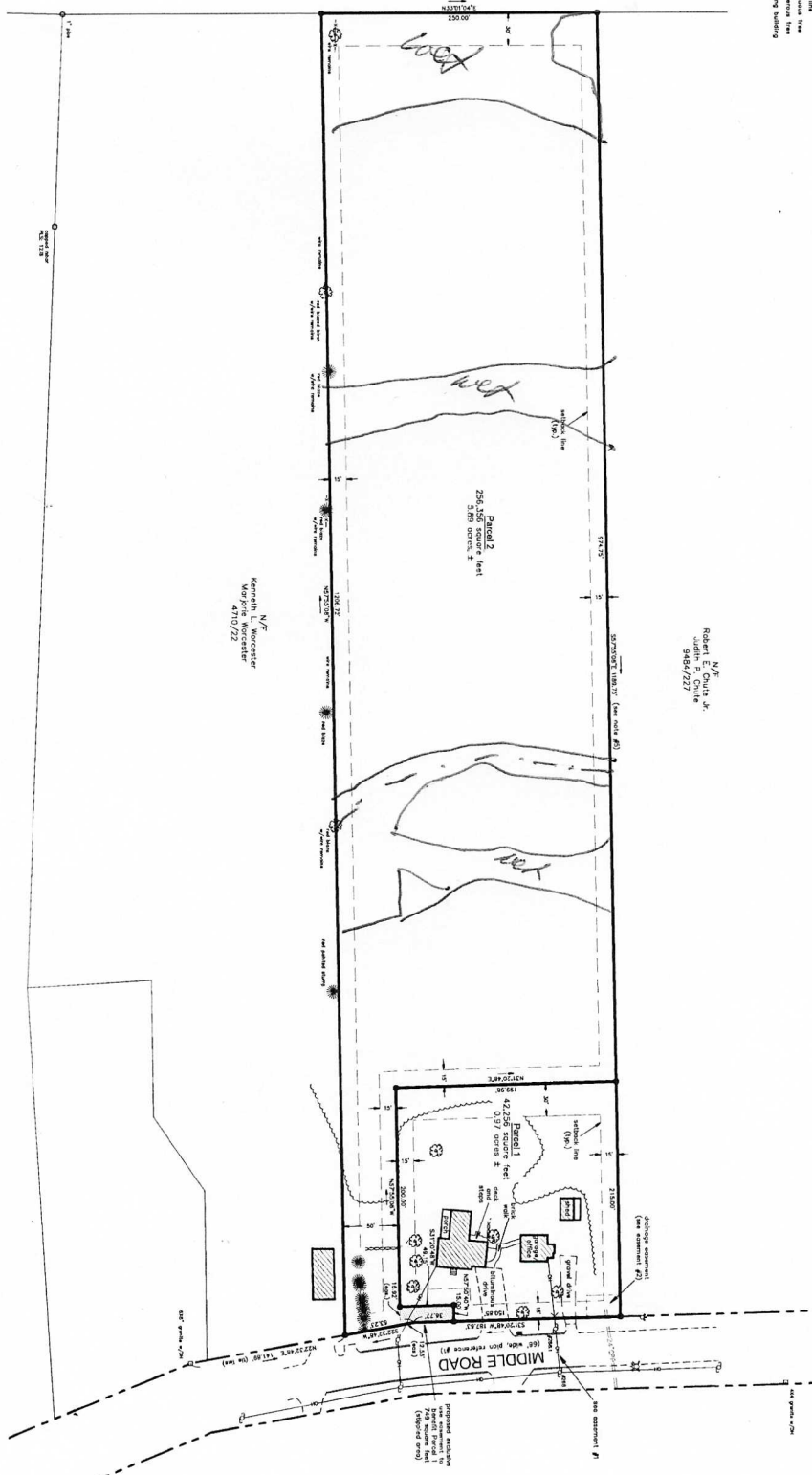
The wetlands we found on the parcel were flagged with yellow flagging. The flagging was labeled in an alphanumeric sequence. The wetland flags were located with GPS equipment. The wetlands on the parcel are forested wetlands. The wetlands found adjacent to the stream will meet the definition of wetland of special significance as defined by the Maine Department of Environmental Protection. Also the wetlands adjacent to the stream and at the rear of the parcel will meet the definition of high value wetlands for the Town of Falmouth, all other wetlands delineated on the parcel are low value wetlands.

If you have any questions or require additional information, please contact me.

Sincerely,

Mark J. Hampton C.S.S., L.S.E.  
Certified Soil Scientist #216  
Licensed Site Evaluator #263

- LEGEND**
- Measurement - found
  - Iron marker - set (4x 1/2 inch)
  - Iron marker - set (1 1/2 inch)
  - Iron marker - set (2 inch)
  - Iron marker - set (3 inch)
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  - Iron marker - set (50 inch)

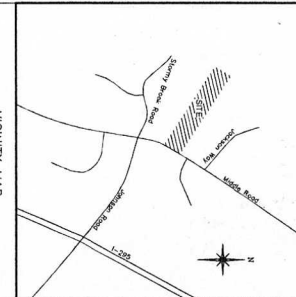


N/A  
Robert E. O'Neil Jr.  
956/227

N/A  
Kermit W. Worcester  
470/22

**LEGENDATION**  
The undersigned, to the general satisfaction of the parties to this agreement, have caused the above described premises to be surveyed and plotted by the State Surveyor of Massachusetts, and the same to be recorded in the public records of the State of Massachusetts.

*[Signature]*  
Nicholas S. Ertman, P.L.S. #2318



- NOTES**
- 1) Show and plat references are to the Commonwealth Registry of Deeds.
  - 2) Bearings are referenced to grid north, Mean State Plane Coordinate System, Zone 20N, NAD83.
  - 3) Utility poles are shown on this plan in order to show the location of the poles and to indicate the location of the poles.
  - 4) Property lines shown on this plan are based on the following information:
    - a) The location of the 100 foot (100' x 100') lots shown on the plan is based on the information provided by the owner of the property.
    - b) The location of the 100 foot (100' x 100') lots shown on the plan is based on the information provided by the owner of the property.
    - c) The location of the 100 foot (100' x 100') lots shown on the plan is based on the information provided by the owner of the property.
    - d) The location of the 100 foot (100' x 100') lots shown on the plan is based on the information provided by the owner of the property.

- REFERENCES**
- 1) Plat of a portion of the Middle Road (Section 2) in the Town of Middle Road, Massachusetts, recorded in the Registry of Deeds, Middlesex County, Massachusetts, on November 23, 1927.
  - 2) Standard Boundary Survey, "Survey Book" made by James W. Worcester, recorded in the Registry of Deeds, Middlesex County, Massachusetts, on July 21, 1937 as recorded in Plat Book 188, Page 24.
  - 3) Plat of a portion of Middle Road, "Survey Book" made by James W. Worcester, recorded in the Registry of Deeds, Middlesex County, Massachusetts, on July 21, 1937 as recorded in Plat Book 188, Page 24.
  - 4) Plat of a portion of Middle Road, "Survey Book" made by James W. Worcester, recorded in the Registry of Deeds, Middlesex County, Massachusetts, on July 21, 1937 as recorded in Plat Book 188, Page 24.

- REMARKS/ENCUMBRANCES**
- 1) Parcel is subject to an existing easement and construction easement for the purpose of the Middle Road.
  - 2) Parcel is subject to an existing easement and construction easement for the purpose of the Middle Road.
  - 3) Parcel is subject to an existing easement and construction easement for the purpose of the Middle Road.
  - 4) Parcel is subject to an existing easement and construction easement for the purpose of the Middle Road.

**AREA**

Parcel 1: 42,256 square feet / 0.97 acres ±  
Parcel 2: 256,256 square feet / 5.88 acres ±  
Total: 298,512 square feet / 6.85 acres ±

**OWNER OF RECORD**

378 Middle Road, LLC  
100 Old Middle Road, #212  
Box 3500, Page 218

**SCALE IN FEET**

0 50 100

**PLAN OF**  
**Boundary Survey and Lot Division**

MAD FOR  
David Banks

DATE: June 11, 2018 SCALE: 1" = 50'

**Thorn Associates**  
1331 Pine Forest, Framingham, MA 01905  
(508) 777-9199 www.thornassociates.com



Blue Flag Environmental  
384 Spring Water Road  
Poland, ME 04274  
[admin@blueflagenv.com](mailto:admin@blueflagenv.com)  
207- 860-0570

Date: December 15, 2025

To: Peter Biegel  
Land Design Solutions  
1 Faraday Drive, Suite 7  
Cumberland, ME 04021

Subject: Vernal Pool Habitat Review, 378 Middle Road, Falmouth

Dear Peter,

On December 12th, 2025, Blue Flag Environmental conducted a site visit to evaluate the above referenced property (Mblu: U20-005-001) for the presence of potential vernal pool habitat in accordance with the Maine Department of Environmental Protection's (MDEP) Natural Resources Protection Act (NRPA), Chapter 335. Jurisdictional wetlands on the property had previously been identified and delineated by another wetland professional.

The assessment included a review of mapped wetlands and field observations of morphology, hydrologic indicators, vegetation, and surrounding upland context to evaluate whether site conditions are suitable to support a vernal pool hydroperiod. Although the site visit occurred outside of the primary vernal pool assessment season, sufficient wetland characteristics were observable to evaluate hydroperiod and habitat suitability.

Based on site conditions observed, no wetlands or depressional areas on the property exhibit characteristics consistent with potential vernal pool habitat, as defined under NRPA Chapter 335. Therefore, no potential vernal pool habitats were identified on the project site.

Please contact me if you have any questions or require additional information.

Sincerely,

Lucien Langlois, LSE, PWS  
Principal  
Blue Flag Environmental





DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, NEW ENGLAND DISTRICT  
MAINE PROJECT OFFICE  
442 CIVIC CENTER DRIVE SUITE 350  
AUGUSTA ME 04330

April 6, 2026

Regulatory File No. NAE-2026-00245

Regulatory Division

Anthony Requia  
Brush and Hammer Builders Inc.  
417 US-1, Unit 3  
Falmouth, ME 04105  
anthony@brushandhammerbuilders.com

Dear Anthony Requia,

The U.S. Army Corps of Engineers (Corps) has reviewed your request to discharge fill material associated with residential developments.

The proposed work is located in unnamed forested wetlands, at 378 Middle Road, Falmouth, Maine at latitude 43.745510° and longitude -70.229130°. The proposed regulated activities associated with this project are detailed on the attached drawings titled "378 Middle Road REVISED Plan Set 3-9-26" dated March 9, 2026, and are described below.

### **Project Description**

The applicant proposes to permanently discharge fill material into approximately 1,922 square feet (SF) within forested wetlands for the purpose of construction of residential development access. This involves a stream crossing which will result in a discharge of fill material into approximately 190 SF below the Ordinary High-Water Mark (OHWM) of an unnamed tributary to Chenery Brook to install an 8 foot (ft.) x 3 ft. box culvert. To construct the project, the project will involve the temporary discharge of fill material into approximately 133 SF forested wetlands as well as the temporary discharge of fill material into approximately 108 SF below the OHWM of the unnamed tributary to Chenery Brook for the purpose of installation of a cofferdam.

Based on the information provided, the Corps has verified that the proposed actions are authorized under Nationwide Permit (NWP) 29, Residential Developments pursuant to authorities under Section 404 of the Clean Water Act (33 U.S.C. § 1344).

You must ensure the proposed work is performed in accordance with the enclosed applicable terms and conditions.

### **Special Conditions**

In addition, this verification is subject to the following special conditions.

1. No tree clearing of trees 3 inches in diameter at breast height or greater shall occur between April 15 – September 30 in a given year.
2. The monarch butterfly (*Danaus plexippus*) is currently proposed for listing under the federal Endangered Species Act. If the authorized work is not completed before the monarch butterfly is uplisted from proposed threatened to threatened, you are required to contact us so that we can initiate Section 7 consultation with the U.S. Fish and Wildlife Service as needed. We will post information regarding the monarch butterfly uplisting and final rule on our website: <https://www.nae.usace.army.mil/Missions/Regulatory>. You can also find monarch butterfly information at <https://www.fws.gov/species/monarch-danaus-plexippus>.

You are also required to complete and return the enclosed Compliance Certification form within 30 days of completing your project. Please email the completed documents to the representative identified in the last paragraph of this letter.

A change in location or project plans may require re-evaluation of your project. Proposed changes should be coordinated with this office prior to construction. Failure to comply with all terms and conditions of these permits (NWP) invalidate this authorization and could result in a violation of Section 301 of the Clean Water Act or Section 10 of the Rivers and Harbors Act. You must also obtain all local, state, Tribal, and other Federal permits that apply to this project.

### **Permit Expiration**

The Corps' verification of this NWP authorization is valid until March 15, 2031, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work for the NWP authorization has not been completed by that date and you have commenced or are under contract to commence this activity before March 15, 2031, you will have until March 15, 2032, to complete the activity under the enclosed terms and conditions of this NWP.

## Contact Information

If you have any questions, please contact Jeremy Lessard at 978-941-3914, or by email at [jeremy.s.lessard@usace.army.mil](mailto:jeremy.s.lessard@usace.army.mil).

In order to better serve you, please complete the Customer Service Survey located at: <https://regulatory.ops.usace.army.mil/customer-service-survey/>.

Sincerely,

*Amanda Sayles*

For Peter Olmstead  
Chief, Maine Section

Enclosures:

Project Plans, Compliance Certification, NWP 29, Residential Developments and General/Regional Conditions

cc (w/enclosures):

Peter Biegel, Land Design Solutions, [pbiegel@landdesignsolutions.com](mailto:pbiegel@landdesignsolutions.com)

**Work-Start Notification Form**

**File Number: NAE-2026-00245**

**State: Maine County: Cumberland**

**Permittee: Brush and Hammer Builders Inc., Anthony Requia**

**Date Verification Issued: 4/24/2026**

**Project Manager: Jeremy Lessard**

At least two weeks prior to commencing the activity authorized by this permit, sign this certification and return it to the following address:

**US ARMY CORPS OF ENGINEERS  
New England District  
Attn: Jeremy Lessard  
442 Civic Center Drive Suite 350  
Augusta, ME 04330  
or  
jeremy.s.lessard@usace.army.mil  
978-941-3914**

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers (USACE) representative. Failure to comply with any terms or conditions of this authorization may result in the USACE suspending, modifying or revoking the authorization and/or issuing a Class I administrative penalty, or initiating other appropriate legal action.

**The people (e.g. contractor) listed below will do the work, and they understand the permit's conditions and limitations.**

**Contractor Name/Contractor Firm:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_

**Contractor Phone and Email:** \_\_\_\_\_

**Proposed Construction Dates: Start:** \_\_\_\_\_ **Finish:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Permittee**

\_\_\_\_\_  
**Date**

U.S. Army Corps of Engineers (USACE)

**CERTIFICATION OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT**

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.

**Form Approved -**  
**OMB No. 0710-0003**  
  
**Expires 2027-10-31**

**The Agency Disclosure Notice (ADN)**

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at [whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil](mailto:whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PURPOSE:** This form is used by recipients of U.S. Army Corps of Engineer Regulatory permits to certify compliance with the permit terms and conditions.

Your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the U.S. Army Corps of Engineers, New England District, Regulatory Office.

The certification can be submitted by email at [Jeremy.s.lessard@usace.army.mil](mailto:Jeremy.s.lessard@usace.army.mil) or by mail at the below address:

U.S. Army Corps of Engineers  
 New England District Office  
 Street Address: 442 Civic Center Drive  
 City: August State: Maine Zip Code: 04330

**COMPLETED BY THE CORPS**

Corps Action Number: NAE-2026-00245  
 Permit Type: General Permit  
  
 General Permit Number and Name (if applicable): 29-Residential Developments  
  
 Name of Permittee: Anthony Requia  
  
 Project Name: 378 Middle Road Falmouth Maine Parcel Two, Stream and Wetland Crossing  
  
 Project Location (physical address): 378 Middle Road  
Falmouth, Maine

**PERMITTEE'S CERTIFICATION**

Date Work Started: \_\_\_\_\_  
 Date Work Completed: \_\_\_\_\_

Enclose photographs showing the completed project (if available).

I \_\_\_\_\_ hereby certify that the work authorized by the above referenced permit has been completed in accordance with all of the permit terms and conditions, and that any required compensatory mitigation has been completed in accordance with the permit conditions.

Name	Date	Signature
------	------	-----------

**WARRANTY DEED**  
Statutory Short Form

**DLN: 1001940053129**

KNOW ALL BY THESE PRESENTS, That **We, Axel Berg and Mary Berg** with a mailing address of **79 Applegate Lane, Falmouth, Cumberland County, State of Maine, 04105**, for consideration paid, grant to **378 Middle Road, LLC, a Maine Limited Liability Company** with a mailing address is **190 US Route One #122, Falmouth, Maine 04105**, with Warranty Covenants, the real property in the Town of **Falmouth, County of Cumberland and State of Maine**, more particularly described as follows:

**A certain lot or parcel of land with the buildings thereon located in the Town of Falmouth, Count of Cumberland and State of Maine, bounded and described as follows:**

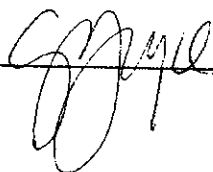
**Beginning at the northwest side of the Middle Road at the most easterly corner of land formerly of John F. Williams, conveyed by Roger Williams to Leon Anderson; thence northeast by the Middle Road, 250.00' at right angles to the Middle Road, 58 rods, more or less, to land formerly of Broda Hincks; thence southwest by Hincks land, 250.00' more or less to the northwest corner of land conveyed to Cecelia Jackson by Jessie M. Russell by deed recorded in the Cumberland County Registry of Deeds in Book 1543, Page 394; thence southeasterly by the southwesterly line of land conveyed to Jackson by Russell and by said land now or formerly of Williams and Anderson, 70 rods, more or less, to the Middle Road and point of beginning.**


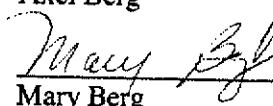
**Subject to utility easement granted to Central Maine Power Company and New England Telephone Company recorded in said Registry in Book 3117, Page 657.**

Meaning and intending to convey and conveying the real property described in a deed to **Axel Berg and Mary Berg** dated May 14, 1982 and recorded in Book 4963, Page 37.

Witness my/our hand(s) and seal(s) this 4th day of April, 2019.

Witness:


  
\_\_\_\_\_

  
\_\_\_\_\_  
Axel Berg  
  
\_\_\_\_\_  
Mary Berg

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss. April 4, 2019

Personally appeared on the above date, the above-named **Axel Berg and Mary Berg** and acknowledged the foregoing instrument to their free act and deed.

Before me,

  
\_\_\_\_\_  
Notary Public/Attorney at Law  
Print name: \_\_\_\_\_  
Exp: \_\_\_\_\_

**Carly S. Joyce  
State of Maine  
Attorney At Law  
Bar #9659**