5. The failure by GOVERNMENT or by the ME SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or by the ME SHPO of any other right or remedy or the use of such right or remedy at any other time.

6. This covenant shall be binding on GRANTEE, its successors, and its assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by GRANTEE, its successors, and its assigns, verbatim or by express reference in any deed or other legal instrument by which such party divests itself of either the fee simple title or any lesser estate in the archeological site or any part thereof.

7. This covenant shall be a binding servitude upon the real property that includes the Archeological Site and shall be deemed to run with the land. Recording this Quitclaim Deed shall constitute conclusive evidence that GRANTEE its successors and assigns agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

(b) **Covenant Regarding Historic Preservation:** The PROPERTY has been identified as containing historic structures eligible for listing in the National Register of Historic Places (collectively, "Historic Resources"). GRANTEE, its successors, and assigns, hereby covenant to the ME SHPO to preserve and maintain the Historic Resources in a manner that preserves and maintains the attributes that contribute to the eligibility of the Historic Resources for listing in the National Register of Historic Place Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant in consultation with the ME SHPO, and views from, to, and across the property.

1. All parcels on which historic resources are situated within the PROPERTY as described in **Exhibit "H"** attached to this Quitclaim Deed Quitclaim Deed, will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken within the PROPERTY that would materially affect the integrity or the appearance of the attributes described above without prior approval by the ME SHPO and a record of such.

2. To ensure that the long-term preservation of the property's historic significance will be preserved, all parcels on which historic resources are situated within the PROPERTY as identified in **Exhibit "H",** will be maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action that would materially affect the integrity or the appearance of the attributes described above of that

property situated within the PROPERTY shall take place without prior notice to and consultation with the ME SHPO in accordance with paragraphs 2.A through 2.C below. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of the property situated within the PROPERTY.

A. Within thirty (30) calendar days of the ME SHPO's receipt of notification provided by GRANTEE its successors and assigns pursuant to the foregoing provisions of this paragraph 2, the ME SHPO will respond to GRANTEE in writing as follows:

(i) that GRANTEE its successors and assigns may proceed with the proposed undertaking without further consultation; or

(ii) that GRANTEE its successors and assigns must initiate and complete consultation with the ME SHPO before GRANTEE its successors and assigns may proceed with the proposed undertaking.

B. If the ME SHPO fails to respond to GRANTEE's written notice, as described in the above paragraph 2.A, within thirty (30) calendar days of the ME SHPO's receipt of the same, GRANTEE its successors and assigns may proceed with the proposed undertaking without further consultation with the ME SHPO.

C. If the response provided to GRANTEE its successors and assigns by the ME SHPO pursuant to the above paragraph 2.A requires consultation with the ME SHPO, both parties shall so consult in good faith to arrive at mutually agreeable and appropriate measures that GRANTEE its successors and assigns will implement to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually agreeable mitigation measures, GRANTEE its successors and assigns shall, at a minimum, undertake recordation for the concerned property in accordance with the Secretary of Interior standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which GRANTEE its successors and assigns and the ME SHPO mutually agree, or any recordation that may be required, shall be carried out solely at the expense of GRANTEE its successors and assigns.

3. Upon acquisition of the PROPERTY, GRANTEE its successors and assigns shall take prompt action to secure the Historic Resources from the elements, vandalism, and arson, and shall undertake any stabilization that may be required to prevent deterioration. GRANTEE will be responsible for this security and stabilization, to the same extent required of GOVERNMENT, at the time of deed transfer. GRANTEE will make every effort to retain or reuse, to the extent practicable, the historic structures.

4. In the event that archeological materials are encountered during construction or ground disturbance activities, work shall cease in the immediate area until the ME

SHPO is consulted and provides written permission to recommence work. Should the ME SHPO require, as a condition of the granting of such permission, that GRANTEE its successors and assigns conduct archeological phase II survey, data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the archeological site, GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the ME SHPO may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains.

5. GRANTEE its successors and assigns will allow the ME SHPO or his/her designee, upon reasonable advance written notice to GRANTEE, to conduct an annual inspection of the Historic Resources in order to ascertain whether GRANTEE is complying with the conditions of this preservation covenant.

6. GRANTEE its successors and assigns will provide the ME SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of the PROPERTY. Similar reports will be submitted to the ME SHPO biannually thereafter until the Navy has disposed the excess portions of the NAS Brunswick ME properties.

7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, GOVERNMENT, or (upon 60 days prior notice to GOVERNMENT) ME SHPO, may, following reasonable written notice to GRANTEE its successors and assigns, institute a suit to enjoin said violation, seek damages, require the restoration of the Archeological Site or to seek any other remedy available at law or equity.

8. The failure of GOVERNMENT or the ME SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or the ME SHPO of any other right or remedy or the use of such right or remedy at any other time.

9. This covenant is binding on GRANTEE, its successors and assigns in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by GRANTEE, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests himself/herself/itself of either the fee simple title or any lesser estate in the PROPERTY or any part thereof.

General Provisions

XVIII. Conveyance is "As Is – Where Is": Except as expressly provided in this Quitclaim Deed or as otherwise required by law, the PROPERTY is being conveyed "AS IS" and "WHERE IS," without representation, warranty, or guaranty as to quality, quantity, character, condition, size, kind, or fitness for a particular purpose.

XIX Covenant regarding FAA Construction: GRANTEE, its successors and assigns covenants that all construction, alterations, or improvements on the PROPERTY, of whatever type or nature, shall, to extent (if any) required by law, fulfill the requirements of the Federal Aviation Administration for compliance with the regulations set forth in 14 CFR Part 77, entitled "Objects Affecting Navigable Airspace", and issued under the authority of the Federal Aviation Act of 1958, as amended.

XX. Covenant regarding Non-Discrimination: GRANTEE, its successors, and assigns and every successor in interest to the PROPERTY, or any part thereof, covenants that GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, disability, or national origin in the use, occupancy, sale, or lease of the PROPERTY, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to PROPERTY used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the PROPERTY hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

XXI. General Notice Provision:

To facilitate such future cooperation, the following points of contact have been designated by the GOVERNMENT, Secretary, GRANTEE and EPA:

GOVERNMENT: Director
Navy BRAC Program Management Office Northeast
4911 South Broad Street
Philadelphia, PA 19112-1303

GRANTEE: Executive Director
Midcoast Regional Redevelopment Authority
4 Admiral Fitch Avenue
Brunswick, ME 04011

USEPA: U.S. Environmental Protection Agency
Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

XXII. In the event of a conflict between the terms and provisions of this Quitclaim Deed and the terms and provisions of the Finding of Suitability to Transfer (**Exhibit "D"**) herein, the terms and provisions of this Quitclaim Deed shall control.

Execution

IN WITNESS WHEREOF, the undersigned, acting pursuant to the authority vested unto her as Real Estate Contracting Officer for the United States of America, has hereunto executed this Quitclaim Deed the day and year first written above.

UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY
BRAC PMO NORTHEAST

By: _____
Stephanie D. Zamorski
Real Estate Contracting Officer

WITNESS:

_____
Signature

_____
Name

ACKNOWLEDGEMENT:

STATE OF MAINE)
) SS:
COUNTY OF CUMBERLAND)

I, the undersigned a Notary Public for the State of Maine, do hereby certify that this day personally appeared before me in the State and county aforesaid, Stephanie D. Zamorski, for and on behalf of the UNITED STATES OF AMERICA, whose name is signed to the foregoing document and acknowledged the same to be her free act in deed in such official capacity.

Given under my hand and seal this _____ day of September, 2011

_____
Notary Public

(Seal)

IN WITNESS WHEREOF, the GRANTEE has hereunto executed and accepted this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by all of the terms and provisions of this Quitclaim Deed, on the day and year first written above.

MIDCOAST REGIONAL
REDEVELOPMENT AUTHORITY

By: _____
Steven H. Levesque
Executive Director

WITNESS:

_____
Signature

_____
Name

ACKNOWLEDGEMENT:

STATE OF MAINE)
) SS:
COUNTY OF CUMBERLAND)

I, the undersigned a Notary Public for the State of Maine, do hereby certify that this day personally appeared before me in the State and county aforesaid, Steven H. Levesque, for and on behalf of the MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, whose name is signed to the foregoing document and acknowledged the same to be his free act in deed in such official capacity.

Given under my hand and seal this _____ day of September, 2011

_____
Notary Public

(Seal)

EXHIBIT F

FORM OF GRANT OF EASEMENT TO
AFFORDABLE MID COAST HOUSING, LLC

EXHIBIT F

All correspondence in connection with
this contract should include reference
to N47692-11-RP-11P___

GRANT OF EASEMENT

THIS INDENTURE, made the _____ day of _____, 2011 between the United States of America, hereinafter called the "Government", acting through the Department of the Navy, and Affordable Mid Coast Housing, LLC, hereinafter called the "Grantee".

WHEREAS, the Government owns that certain real property situated at the Naval Air Station Brunswick, Maine (the "Station"): and

WHEREAS, in accordance with Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities by and between the United States of America, Department of the Navy, as lessor, and Affordable Mid Coast Housing, LLC, dated _____(the "Lease"), the Grantee has the right of access to and use of the streets, roads, and easements and all electric, telephone, gas, water and sewer and other facilities, and infrastructure, referred to as the "Appurtenances", but hereinafter referred to as the "Utiltiy Distribution System" now or in the future appurtenant to, serving or benefiting the Grantee's Housing Units, which are located on a portion of the Station (the "Leased Land"); and

WHEREAS, the Lease provides that in the event the Government conveys, transfers, and/or assigns any portion of the Station, the Government shall grant to Affordable Mid Coast Housing, LLC an easement for continuing access to the Utility Distribution System or access to any utility systems constructed after the date of the Lease (the "New Utility System"), subject to certain conditions contained therein; and

WHEREAS, the Grantee has requested an easement for the construction, installation, operation, maintenance, repair, and replacement of gas distribution, water distribution and sewer service, and electric power and communication facilities, on that portion of the Station hereinafter described; and

WHEREAS, the Secretary of the Navy has found that the grant of such easement on the terms and conditions hereinafter stated is not incompatible with the public interest and interest of national defense and is advantageous to the United States of America; and

WHEREAS, 10 U.S.C. 2668 authorizes the Government to grant an easement in, on, or over real property of the Government; and

NOW THEREFORE, this indenture witnesseth that, in consideration of One Dollar, hereby acknowledged, and subject to the terms and conditions set forth below, the Government hereby grants to the Grantee, its successors and assigns, for a period of time commencing on _____ until either October 31, 2054 or the earlier termination of the Lease, whichever occurs first, an easement for the construction, installation, operation, maintenance, repair and replacement of new or existing electric, telephone, gas, water, and sewer and other

utility facilities and infrastructure (the "Utility Distribution System"), such easement being on, over and across a portion of the Station described and more fully shown on that Utility Site Plan Drawing No. _____, dated _____, a copy of which is attached hereto and made a part hereof marked "**Exhibit A**" (the "Easement Area"), together with the right of ingress and egress to and from the Easement Area.

THIS EASEMENT is granted subject to the following terms and conditions:

1. Grantee shall indemnify, defend, and save Government, its successors and assigns, harmless and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post judgment proceedings in connection with any fines, suits, actions, damages, liability, and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of the Easement Area by Grantee, its employees, agents, servants, guests, invitees, and contractors, including but not limited to, any fines, claims, demands, and causes of actions of every nature whatsoever which may be made upon, sustained, or incurred by Government, its successors and assigns, by reason of any breach, violation, omission, or non-performance of any term, covenant, or condition hereof on the part of Grantee or the employees, agents, servants, guests, or invitees of Grantee. This indemnification also applies to claims arising out of the furnishing of any utilities or services by the Government, its successors and assigns, or any interruption therein or failure thereof, whether or not the same shall be occasioned by the negligence or lack of diligence of Grantee, its officers, agents, servants or employees. However, this indemnity shall not extend to damages due to the fault or negligence of the Government, its successors and assigns, or its contractors. This covenant shall survive the termination of thisEasement.

2. All work in connection with the construction, installation, operation, maintenance repair, and replacement of the Utility Distribution System within the Easement Area shall be performed by the Grantee without cost or expense to the Government , its successors and assigns, and such work shall be consistent with the standards of the Government, its successors and assigns.

3. The Grantee shall maintain the Easement Area in good condition at all times and shall promptly make all repairs thereto that may necessary for the preservation of the condition of the Easement Area and the continued operation and maintenance of the Easement Area.

4. This Easement shall be limited to the specific location of the Utility Distribution System located on such portion of the Station that exclusively serves the Grantee's Housing Units, and any such Utility Distribution System that unreasonably interferes with the use of the Station by the Government, its successors and assigns, will be abandoned or may be relocated to a mutually agreed upon location as not to unreasonably interfere with the use of such portion of the Station by the Government, its successors and assigns, by the Grantee at Grantee's expense in order to continue use of such Utility Distribution System;

This Easement shall be limited to the specific location of the Utility Distribution System located on such portion of the Station that exclusively serves the Grantee's Housing Units, and any such New Utility Systems that will unreasonably interfere with the use of such portion of the Station

by the Government, its successors and assigns, will be relocated to a mutually agreed upon location as not to unreasonably interfere with the use of such portion of the Station by the Government, its successors and assigns, by Grantee at Grantee's expense in order to use such New Utility Systems.

5. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the Government, its successors and assigns, to assure that the exercise of such rights will not interfere with Government, its successors and assigns, activities at the Station.

6. The Government, its successors and assigns shall not be obligated to maintain the operation or functionality of the Utility Distribution System;

7. The Government, its successors and assigns, shall not be obligated to provide any Utility Service through the Utility Distribution System;

8. Grantee shall obtain the provision of the utility service directly from the applicable utility provider;

9. The Government, its successors and assigns, shall not be obligated to process any utility payment or any other payment for the provision of utility service to Grantee;

10. The Government, its successors and assigns, reserves the right to close a particular utility line if needed to protect its land and improvements (the "Government property") provided however, that reasonable notice shall be provided to the Grantee prior to such closure to the extent that providing such notice will not exacerbate the condition causing damage to the Government property or further damage, cause harm to, or otherwise threaten the protection of human health or the environment, or Government property.

11. This easement shall terminate upon either October 31, 2054 or the earlier termination of the Lease executed between the Government and Affordable Midcoast Housing, LLC dated _____, whichever occurs first.

12. Upon the termination of this Easement, the Grantee, at its expense, shall remove, to the extent requested by the Government, its successors and assigns, improvements installed or constructed hereunder, and shall restore the Easement Area to the same or as good a condition as that which existed prior to the exercise by the Grantee of its rights hereunder. Such restoration shall be done in a manner satisfactory to the Government, its successors and assigns.

13. If at any future time, the Government, its successors and assigns, determines that the easement unduly interferes with any of its activities, it shall have the right to terminate this Easement, in whole or in part, to the extent necessary to eliminate such interference; PROVIDED THAT, unless the Government, its successors and assigns, shall have determined that relocation is not feasible, it shall convey to the Grantee, without charge, a substitute easement permitting the Grantee to relocate the Utility Distribution System, or portion thereof,

on adjacent Station land at the Grantee's cost and expense. The substitute easement shall contain the same terms and conditions of those of this Easement.

14. This Easement may be terminated upon failure by the Grantee to comply with any of its terms and conditions, upon abandonment of the rights granted herein, or upon non-use of such rights for a period of two consecutive years. Should the Government, its successors and assigns, choose to terminate this Easement prior to expiration of the term, the Grantee shall be provided sufficient time to vacate the Easement Area.

15. The Government, its successors and assigns, may use the Easement Area of this Easement for any purposes that do not unreasonably interfere with the use and enjoyment by the Grantee of the rights granted by this Easement.

16. The Grantee must comply with the following provisions as set forth to ensure the protection and well being of the Easement Area:

(a) Grantee shall comply with the applicable Federal, state, and local laws, regulations, and standards that are or may become applicable to its activities on the Easement Area.

(b) The Main Base Parcel as described in Exhibit "A" is subject to Naval Air Station Brunswick Federal Facilities Agreement (FFA), dated 19 October 1990, as amended, which is incorporated herein by reference and made a part hereof as if set out in length. Grantee agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended ("FFA," "Interagency Agreement" or "IAG") and the provisions of this Easement, the terms of the FFA or IAG will take precedence. Grantee further agrees that notwithstanding any other provision herein, Government, its successors and assigns, assumes no liability to Grantee should implementation of the FFA interfere with Grantee's use of the Easement Area. GRANTEE shall have no claim on account of any such interference against the Government, its successors and assigns.

(c) Historic assets exist within the boundaries of the Naval Air Station Brunswick. The Grantee shall consult with the Maine Historic Preservation Officer prior to any work that may affect sites identified in the Programmatic Agreement between the United States Navy and the Maine Historic Preservation Officer, signed September 27, 2010, marked **Exhibit "C"**, attached hereto and made a part hereof. The "Covenant Regarding Archeological Matters" and "Covenant Regarding Historic Preservation" contained therein are binding on the GRANTEE.

(d) Grantee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under this Easement, independent of any existing permits. Copies of all required operation permits shall be provided to the Government, its successors and assigns.

(e) Grantee shall indemnify and hold harmless Government, its successors and assigns, from any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal, arising from Grantee's occupancy, use or operations, or any other action by Grantee giving rise to Government liability, civil or criminal, or responsibility under Federal,

EXHIBIT G

FORM OF BILL OF SALE - UTILITIES

EXHIBIT "G"

FORM OF BILL OF SALE
UTILITY DISTRIBUTION SYSTEM AND COMPONENTS
LOCATED ON PROPERTY CONVEYED TO
MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY

THIS BILL OF SALE is made as of this ____ day of _____, 2011 by the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF THE NAVY, BRAC Program Management Office Northeast, hereinafter referred to as the "Government," with an address of 4911 South Broad Street, Philadelphia, Pennsylvania 19112.

KNOW ALL PERSONS BY THESE PRESENTS, that the Government, in accordance with its authority under Section 2903 of the National Defense Authorization Act for Fiscal Year 1994 (P.L. 103-160) and the implementing regulations of the Department of Defense, 32 C.F.R. Part 174, and acting in accordance with Section ___ of that certain Agreement for the Purchase of Real Property Between the Government and the Midcoast Regional Redevelopment Authority ("MRRA") dated as of _____, and for good and valuable consideration, and intending to be legally bound does hereby sell, assign, transfer, and set over unto the MRRA, its successors and assigns, forever any and all right, title and interest in and to the Utility Facilities and Utility Structures (as such terms are defined in **Exhibit A)** to the extent such Utility Systems are owned by the Government and located on or used in connection with the real property described in **Exhibit B** (the "Conveyed Utilities") attached hereto and made a part hereof. The Utility Systems comprised of the underground components of the water distribution, waste water collection and electrical distribution systems and the aboveground lines, poles and transformers of the electrical system, are depicted on the drawings marked **Exhibit C** attached hereto and made a part hereof.

The Conveyed Utilities are hereby sold, assigned, transferred, remised and released "AS IS, WHERE IS AND WITH ALL FAULTS" and without representation, warranty, or guaranty as to quality, character, condition, size, kind or fitness for a particular purpose. The GOVERNMENT assumes no responsibility, nor shall be responsible for any liability, action, or claim that may result from the condition, use or ownership of the Conveyed Utilities.

TO HAVE AND TO HOLD the same to MRRA, its successors, and its assigns, forever.

IN WITNESS WHEREOF, the United States of America, acting by and through the Department of the Navy, has executed this Bill of Sale as of the date and year first above written.

UNITED STATES OF AMERICA
Acting by and through the Department of the Navy, BRAC Program Management Office, Northeast

ATTEST: _____

By: _____
Stephanie D. Zamorski
Real Estate Contracting Officer

ACKNOWLEDGMENT:

State of Maine)
)ss
County of Cumberland)

On this _____ day of _____, 2011 before me, the undersigned officer, personally appeared Stephanie D. Zamorski, known to me to be the Real Estate Contracting Officer, Department of the Navy, BRAC Program Management Office, Northeast, and acknowledged that she executed the foregoing instrument for the purposes therein contained, and acknowledged the same to be the free act and deed of the United States of America. In witness whereof, I hereunto set my hand and official seal.

(Seal)

_____

NOTARY PUBLIC

Exhibit A

TERMS

For purposes of this Bill of Sale, the following terms shall have the meanings noted below

Utilities (or, when singular, Utility):

- NASB Main Base: Electricity, potable water, sanitary sewer system, storm drainage system, storm sewer system, and telecommunications.
- Topsham Annex: Potable water, sanitary sewer system, storm drainage system, and storm sewer system.
- McKeen Street Housing Area: Potable water, sanitary sewer system, storm drainage system, and storm sewer system.

Utility Facilities (or, when singular, Utility Facility): Subsurface or elevated pipes, poles, lines, service connections, conduits, tanks, feeders, wire, fixtures, ducts, manholes, handholes, cables and similar equipment, facilities, and devices now or hereafter used for supplying, distributing or storing any Utility.

Utility Structures (or, when singular, Utility Structure): Any subsurface containment vessel, reservoir, vault, or similar improvement, used or intended to be used for the containment, conduction, distribution, assembly, location or relocation of any Utility Facility.

Exhibit B

LEGAL DESCRIPTION OF REAL PROPERTY
UPON WHICH THE CONVEYED UTILITIES ARE LOCATED

Survey of Naval Air Station Brunswick

A certain lot or parcel of land known as Naval Air Station, Brunswick situated southerly of and adjacent to Bath Road (also known as Route 24) in the Town of Brunswick, County of Cumberland, State of Maine, as shown on a boundary survey of Naval Air Station, Brunswick Sheets 1 through 11, for BRAC Program Management Office, by Sebago Technics, Inc., dated August 2008 and last revised December 4, 2008, with reference to project number 08118, said parcel being more particularly bounded and described as follows:

Beginning at a 6-inch by 6-inch granite monument seven inches above grade stamped "VC" found in the southerly side line of Bath Road, being located S 80°- 10'- 16" E, 1136.11 feet from a concrete retaining wall at the easterly side of St. John's Cemetery;
Thence S 79°- 40'- 01" E, by and along the southerly side of Bath Road, a distance of 1245.84 feet to a 5/8-inch "STI PLS 2080" capped rebar;
Thence S 79°- 37'- 23" E, continuing along the southerly side of Bath Road, a distance of 567.77 feet to a 5/8-inch "STI PLS 2080" capped rebar;
Thence S 10°- 22'- 37" W, continuing along the southerly side of Bath Road, a distance of 6.00 feet to a 5/8-inch "STI PLS 2080" capped rebar at the beginning of a non-tangent curve;
Thence continuing by the southerly side of Bath Road along a curve to the left with a radius of 9588.29 feet, a length of 1271.97 feet, having a chord of S 83°- 25'- 28" E, 1271.04 feet to a 5/8-inch "STI PLS 2080" capped rebar;
Thence S 02°- 46'- 31" W, continuing along the southerly side of Bath Road, a distance of 10.00 feet to a 5/8-inch "STI PLS 2080" capped rebar at a non-tangent curve;
Thence continuing by the southerly side of Bath Road along a curve to the left with a radius of 9598.29 feet, a length of 250.98 feet, having a chord of S 87°- 58'- 26" E, 250.97 feet to a 5/8-inch "STI PLS 2080" capped rebar;
Thence N 01°- 16'- 37" E, continuing along the southerly side of Bath Road, a distance of 10.00 feet to a 5/8-inch "STI PLS 2080" capped rebar;
Thence S 88°- 21'- 00" E, continuing along the southerly side of Bath Road, a distance of 840.00 feet to a 5/8-inch rebar;
Thence N 80°- 54'- 34" E, continuing along the southerly side of Bath Road, a distance of 900.26 feet to a 5/8-inch "STI PLS 2080" capped rebar;
Thence N 81°- 02'- 40" E, continuing along the southerly side of Bath Road, a distance of 322.36 feet;
Thence N 83°- 28'- 28" E, continuing along the southerly side of Bath Road, a distance of 50.05 feet to a 5/8-inch "STI PLS 2080" capped rebar;

Thence N 80°- 54'- 34" E, continuing along the southerly side of Bath Road, a distance of 433.92 feet to the westerly corner of land now or formerly of Developers Diversified Cooks Corner LP as described in deeds recorded in Book 13256, Page 155, Book 13256, Page 134, and Book 13877, Page 145;
Thence S 08°- 23'- 45" E, by and along land of said Developers Diversified Cooks Corner LP, a distance of 664.95 feet to an 8-inch by 8-inch concrete monument with a brass plug;
Thence S 55°- 31'- 45" E, by and along land of said Developers Diversified Cooks Corner LP, a distance of 549.61 feet to an 8-inch by 8-inch concrete monument with a brass plug;
Thence S 56°- 10'- 50" E, by and along land of said Developers Diversified Cooks Corner LP, a distance of 857.00 feet to a 5-inch by 5-inch granite monument with drill hole;
Thence N 78°- 31'- 40" E, by and along land of said Developers Diversified Cooks Corner LP, a distance of 212.10 feet to a point, 1.7 feet northwesterly of a 4-inch by 4-inch granite monument with drill hole on the westerly side of Gurnet Road (also known as Route 24), at the beginning of a non-tangent curve;
Thence by the westerly side of Gurnet Road along a curve to the left with a radius of 3294.77 feet, a length of 712.05 feet, having a chord of S 32°- 58'- 39" E, 710.67 feet to a point of tangency;
Thence S 39°- 10'- 08" E, by and along the westerly side of Gurnet Road, a distance of 1209.60 feet to a point, 0.3 feet northeasterly of a ¾-inch iron pipe with an aluminum cap stamped "S.F. Beal Jr. RLS 257" at the northerly corner of the Amended Subdivision Plan, Wildwood as recorded in Plan Book 191, Page 29;
Thence S 29°- 52'- 58" W, by and along the westerly side of said Amended Wildwood Subdivision Plan, passing the above referenced ¾-inch iron pipe, passing through a ½-inch capped rebar with stamp "Brian Smith RLS 1175"at the southwesterly corner of Lot 6, and a ½-inch capped rebar with stamp "Brian Smith RLS 1175" at the southwesterly corner of Lot 12, a total distance of 1849.04 feet to a ½-inch capped rebar with stamp "Brian Smith RLS 1175" at the southwesterly corner of Lot 15;
Thence in accordance with an unrecorded deed provided by the U.S. Navy, S 75°- 29'- 12" E, by and along Lot 15, a distance of 28.20 feet to land now or formerly of the Town of Brunswick as described in a deed recorded in Book 8389, Page 100;
Thence S 28°- 56'- 54" W, by and along land of said Town of Brunswick, land now or formerly of Dwight C. Holbrook as described in a deed recorded in Book 3134, Page 183, land now or formerly of Donald and Phyllis Barrett, Trustees as described in a deed recorded in Book 21953, Page 9, land now or formerly of Evelyn G. Coffin as described in a deed recorded in Book 11713, Page 115, land now or formerly of Suzanne E. Safford as described in a deed recorded in Book 23635, Page 288, and land now or formerly of William M. Smith, Jr. and Pamela J. Smith as described in a deed recorded in Book 19846, Page 148, a total distance of 3977.28 feet to a point, 0.9 feet westerly of a 5/8-inch rebar with aluminum cap stamped "David B. Chittim, LS 1199" at the northerly sideline of Old Gurnet Road;
Thence N 54°- 39'- 06" W, by and along the northerly side of the former Old Gurnet Road, a distance of 812.76 feet to the southerly corner of the New Meadows Cemetery;

Thence N 31°- 40'- 54" E, by and along the southeasterly side of the New Meadows Cemetery, a distance of 222.50 feet to its easterly corner;
Thence N 56°- 31'- 06" W, by and along the northeasterly side of the New Meadows Cemetery, a distance of 100.00 feet;
Thence N 57°- 57'- 06" W, continuing along the northeasterly side of the New Meadows Cemetery, a distance of 277.20 feet to its northerly corner;
Thence S 30°- 22'- 54" W, by and along the northwesterly side of the New Meadows Cemetery, a distance of 205.10 feet to its westerly corner and the northerly side of the former Old Gurnet Road;
Thence S 28°- 44'- 54" W, across the public right-of-way of the former Old Gurnet Road, a distance of 49.50 feet to the southerly side of the former Old Gurnet Road;
Thence S 61°- 15'- 06" E, by and along the southerly side of the former Old Gurnet Road, a distance of 10.19 feet;
Thence S 54°- 39'- 06" E, continuing along the southerly side of the former Old Gurnet Road, a distance of 973.25 feet to Little Mere Brook where it intersects with the northerly corner of land now or formerly of Wilbur and Estelle Purinton, Trustees as described in a deed recorded in Book 14171, Page 194;
Thence in a general southerly, southwesterly direction by and along Little Mere Brook approximately 900 feet;
Thence S 55°- 30'- 19" E, by and along land of said Wilbur and Estelle Purinton, Trustees, approximately 32 feet to a 4-inch by 4-inch granite monument, said monument having a tie-line of S 42°- 14'- 04" W, a distance of 685.87 feet from the northerly corner of said Wilbur and Estelle Purinton, Trustees as previously referenced;
Thence S 55°- 30'- 19" E, by and along land of said Wilbur and Estelle Purinton, Trustees, a distance of 116.70 feet to a ¾-inch iron pipe at the northerly corner of land now or formerly of Robert and Charlene Berg, Trustees, as described in a deed recorded in Book 12717, Page 85;
Thence S 17°- 10'- 30" W, by and along land of said Robert and Charlene Berg, Trustees, a distance of 483.41 feet to a 4-inch by 4-inch granite monument at the easterly corner of Getchel Cemetery;
Thence N 42°- 11'- 49" W, by and along the northeasterly side of Getchel Cemetery, a distance of 131.93 feet;
Thence S 63°- 01'- 54" W, by and along the northwesterly side of Getchel Cemetery, a distance of 79.87 feet;
Thence S 42°- 21'- 41" E, by and along the southwesterly side of Getchel Cemetery, a distance of 139.50 feet to a 4-inch by 4-inch granite monument at the southerly corner of Getchel Cemetery and the northwesterly side of said Robert and Charlene Berg, Trustees;
Thence S 42°- 10'- 31" W, by and along the northwesterly side of Robert and Charlene Berg, Trustees, a distance of 157.70 feet;
Thence S 55°- 32'- 40" E, by and along the southwesterly side of Robert and Charlene Berg, Trustees, a distance of 386.45 feet to the northerly corner of land now or formerly of Charles and Judith Ferguson as described in a deed recorded in Book 4930, Page 177;
Thence S 30°- 28'- 09" W, by and along the northwesterly side of Charles and Judith Ferguson, a distance of 484.62 feet;

Thence S 34°- 50'- 13" W, by and along the northwesterly side of Charles and Judith Ferguson, a distance of 351.53 feet to a set 5/8-inch rebar with cap stamped "STI PLS 2317";

Thence S 56°- 49'- 47" E, by and along the southwesterly side of Charles and Judith Ferguson, a distance of 211.68 feet to the centerline of the Old Town Road, also the northerly sideline of Old Gurnet Road;

Thence S 30°- 26'- 35" W, crossing the relocated Old Gurnet Road, a distance of 119.00 feet to a point, 0.4 feet northerly of a 4-inch by 4-inch granite monument;

Thence S 59°- 33'- 25" E, by and along the southerly side of the relocated Old Gurnet Road, a distance of 618.50 feet to a 6-inch by 6-inch granite monument stamped with an "H" and a drill hole at a point of curvature;

Thence by the southerly side of the relocated Old Gurnet Road, along a curve to the left with a radius of 5769.58 feet, a length of 218.18 feet, having a chord of S 60°- 38'- 25" E, 218.17 feet to a point of tangency;

Thence S 61°- 43'- 25" E, by and along the southerly side of the relocated Old Gurnet Road, a distance of 354.00 feet to a point of curvature;

Thence by the southerly side of the relocated Old Gurnet Road, along a curve to the right with a radius of 5689.58 feet, a length of 161.46 feet, having a chord of S 60°- 54'- 38" E, 161.46 feet to the apparent westerly side of Princes Point Road;

Thence N 01°- 22'- 53" W, by and along the apparent westerly side of Princes Point Road, a distance of 32.65 feet to the southerly side of Old Gurnet Road at its intersection with Coombs Road;

Thence S 56°- 48'- 25" E, by and along the southerly side of Old Gurnet Road, a distance of 389.69 feet;

Thence S 55°- 15'- 07" E, by and along the southerly side of Old Gurnet Road, a distance of 552.39 feet to the northerly corner of land now or formerly of Richard A. Coffin as described in a deed recorded in Book 3983, Page 251;

Thence S 07°- 28'- 40" W, by and along the westerly side of land of said Richard A. Coffin, a distance of 302.74 feet;

Thence S 18°- 57'- 50" W, continuing along the westerly side of land of said Richard A. Coffin passing a ¾-inch rod at the base of a 30-inch pine tree, a distance of 270.01 feet;

Thence S 55°- 31'- 30" E, by and along the southerly side of land of said Richard A. Coffin, a distance of 767.70 feet to a point, 4.6 feet southerly of a 4-inch by 4-inch granite monument with drill hole;

Thence continuing S 55°- 31'- 30" E, by and along the southerly side of land of said Richard A. Coffin, a distance of approximately 103 feet to the high water line of Buttermilk Cove, also known as Duck Cove;

Thence in a general southerly, westerly, easterly and southerly direction along the high water line approximately 3,200 feet to the northerly side of Princes Point Road;

Thence S 69°- 58'- 04" W, by and along the northerly side of Princes Point Road, a distance of approximately 51.00 feet to the easterly extension of the southerly meander of Old Buttermilk Roadbed near a 5/8-inch iron bar in ledge outcrop located 0.8 feet easterly of the easterly corner of land now or formerly of Paul A. and Doris B. Brillant as described in a deed recorded in Book 3201, Page 783, said intersection of Old Buttermilk Roadbed and Princes Point Road, being located S 04°- 32'- 26" W, 2645.95 feet along a tie-line, from the last referenced granite monument;

Thence N 83°- 37'- 17" W, by and along the northerly side of Paul A. and Doris B. Brillant, also being the southerly meander of Old Buttermilk Roadbed a distance of 115.68 feet;
Thence S 71°- 17'- 43" W, continuing along the northerly side of Paul A. and Doris B. Brillant and the southerly meander of Old Buttermilk Roadbed, a distance of 141.17 feet to a 1-inch iron pipe;
Thence N 71°- 51'- 17" W, continuing along the northerly side of Paul A. and Doris B. Brillant and the southerly meander of Old Buttermilk Roadbed, a distance of 233.05 feet to a 4-inch by 4-inch granite monument with drill hole on southerly side of said Roadbed;
Thence S 35°- 17'- 03" W, by and along the westerly side of Paul A. and Doris B. Brillant and the westerly side of Princes Point Road, a distance of 1472.51 feet;
Thence S 60°- 02'- 00" W, by and along the westerly side of Princes Point Road and the northerly side of land now or formerly of John and Christine Carrington as described in a deed recorded in Book 10339, Page 332, a distance of 790.95 feet;
Thence S 16°- 27'- 43" W, by and along the westerly side of John and Christine Carrington, a distance of 216.83 feet to a point, 0.8 feet northwesterly of a 5/8-inch rebar;
Thence S 51°- 15'- 04" W, by and along the northerly side of Princes Point Road, a distance of 137.00 feet to a 6-inch by 6-inch granite monument with and "H" and drill hole, at a point of curvature;
Thence by the northerly side of Princes Point Road along a curve to the left with a radius of 605.96 feet, a length of 73.57 feet, having a chord of S 47°- 46'- 23" W, 73.52 feet;
Thence N 70°- 24'- 58" W, by and along land now or formerly of the heirs of Chard, a distance of 10.99 feet to a set 5/8-inch rebar with cap stamped "STI PLS 2317", in the easterly side of the former Princes Point Road;
Thence N 17°- 23'- 58" E, by and along the former location of Princes Point Road, a distance of 262.24 feet to a set 5/8-inch rebar with cap stamped "STI PLS 2317";
Thence S 60°- 02'- 00" W, across the former location of Princes Point Road, a distance of 36.54 feet;
Thence S 63°- 23'- 10" W, across the former location of Princes Point Road and land now or formerly owned by Thomas Ericson as described in a deed recorded in Book 22982, Page 217, a distance of 928.12 feet to the northerly corner of land now or formerly of Thomas and Deana Farrell as described in a deed recorded in Book 9599, Page 279;
Thence S 86°- 56'- 20" W, by and along land of said Thomas and Deana Farrell and land now or formerly of Dana and Odile Mayo as described in a deed recorded in Book 3592, Page 24, a distance of 1351.85 feet to a point, 1.2 feet northwesterly of a 4-inch by 4-inch granite monument;

Thence N 53°- 09'- 20" W, by and along land of said Dana and Odile Mayo, crossing Harpswell Cove, and by and along land now or formerly of Bruce and Joan Kidman, as described in a deed recorded in Book 16497, Page 337, and by and along land now or formerly of Jeffrey and Karleen Smat as described in a deed recorded in Book 12479, Page 262, a total distance of 2124.94 feet to a 4-inch by 4-inch granite monument;
Thence N 12°- 19'- 50" W, by and along land of said Jeffrey and Karleen Smat, land now or formerly of Ellen H. Mulvaney, Trustee as described in a deed recorded in Book 20305, Page 61, land now or formerly of Edward J. Maillet, III and Kelly A. Maillet as

described in a deed recorded in Book 17708, Page 52, land now or formerly of Jon Johnson as described in a deed recorded in Book 21518, Page 340, and land now or formerly of Raymond and Cynthia Rusakovich as described in a deed recorded in Book 22331, Page 282, a total distance of 2209.40 feet to a point in the center of Merriconeag Road roadbed, 7.4 feet northwesterly of a 5/8-inch rebar;

Thence N 69°- 16'- 50" W, by and along land of Kenneth H. and Jennifer L. Hatridge as described in a deed recorded in Book 22046, Page 284 and land now or formerly of Elizabeth Fleming as described in a deed recorded in Book 23546, Page 210, a distance of 869.64 feet to a set 5/8-inch rebar with cap stamped "STI PLS 2317", at the southeasterly corner of land now or formerly of Dion B. Linkel as described in a deed recorded in Book 4552, Page 185;

Thence N 23°- 12'- 50" W, by and along land of said Dion B. Linkel, a distance of 509.48 feet to a point, 5.00 feet easterly of a 5/8-inch rebar with aluminum cap stamped "Harty and Harty PLS 2089";

Thence N 11°- 32'- 50" W, by and along land now or formerly of Chrispian Nimmo-Williams as described in a deed recorded in Book 23974, Page 43, and land now or formerly of Heirs of Florence E. Dyer as described in a deed recorded in Book 2263, Page 50, a distance of 671.64 feet;

Thence N 16°- 04'- 50" W, by and along land of said Florence E. Dyer Heirs, land now or formerly Sylvia J. Dyer as described in a deed recorded in Book 16485, Page 35 a distance of 326.74 feet to a set 5/8-inch rebar with cap stamped "STI PLS 2317";

Thence S 83°- 58'- 10" W, by and along the northerly side of said Sylvia J. Dyer, a distance of 794.95 feet to a point, 17.1 feet northwesterly of a 5/8-inch rebar below grade on the easterly side of Harpswell Road, also known as Route 123;

Thence N 21°- 05'- 56" W, by and along the easterly side of Harpswell Road, a distance of 94.80 feet;

Thence N 28°- 24'- 56" W, continuing along the easterly side of Harpswell Road, a distance of 791.53 feet to a 5/8-inch rebar with cap "STI PLS 2080";

Thence N 27°- 05'- 56" W, continuing along the easterly side of Harpswell Road, a distance of 269.78 feet to a 5/8-inch rebar with cap "STI PLS 2080";

Thence N 24°- 08'- 56" W, continuing along the easterly side of Harpswell Road, a distance of 465.19 feet to a 5/8-inch rebar;

Thence N 18°- 53'- 56" W, continuing along the easterly side of Harpswell Road, a distance of 350.98 feet to a 5/8-inch rebar with cap "STI PLS 2080";

Thence N 07°- 58'- 56" W, continuing along the easterly side of Harpswell Road, a distance of 193.61 feet to a 5/8-inch rebar with cap "STI PLS 2080";

Thence N 01°- 19'- 04" E, continuing along the easterly side of Harpswell Road, a distance of 294.08 feet;

Thence N 10°- 23'- 04" E, continuing along the easterly side of Harpswell Road, a distance of 196.53 feet to a 5/8-inch rebar with cap "STI PLS 2080";

Thence N 14°- 32'- 04" E, continuing along the easterly side of Harpswell Road, a distance of 607.03 feet to a 5/8-inch rebar with cap "STI PLS 2080";

Thence N 14°- 48'- 04" E, continuing along the easterly side of Harpswell Road, a distance of 210.65 feet to a 5/8-inch rebar with cap "STI PLS 2080";

Thence N 10°- 49'- 04" E, continuing along the easterly side of Harpswell Road, a distance of 285.15 feet to a point, 8.00 feet northeasterly of a 5/8-inch rebar with cap "STI PLS 2080";
Thence N 03°- 11'- 14" W, continuing along the easterly side of Harpswell Road, a distance of 192.21 feet to a 5/8-inch rebar below grade;
Thence N 10°- 30'- 29" W, continuing along the easterly side of Harpswell Road, a distance of 101.72 feet;
Thence N 14°- 17'- 27" W, continuing along the easterly side of Harpswell Road, a distance of 2280.78 feet to a 5/8-inch rebar at the southerly corner of land now or formerly of Gary and Cynthia Farveau as described in a deed recorded in Book 3744, Page 3;
Thence N 36°- 17'- 33" E, by and along the southeasterly side of Gary and Cynthia Farveau, a distance of 517.83 feet to a 9-inch by 9-inch Brunswick Town Common Corner with drill hole on top and the letter "D" engraved on its westerly side;
Thence N 29°- 19'- 28" E, continuing along the southeasterly side of Gary and Cynthia Farveau, and other land of said Gary and Cynthia Farveau as described in a deed recorded in Book 8910, Page 245, and land now or formerly of Gary Farveau and Scott Farveau as described in a deed recorded in Book 22736, Page 258, a total of a distance of 799.84 feet to a point, 0.4 feet southeasterly of a 4-inch by 4-inch granite monument with a drill hole;
Thence N 29°- 19'- 28" E, continuing along land of said Gary Farveau and Scott Farveau, a distance of approximately 335 feet to Mere Brook;
Thence generally westerly, northwesterly, and northerly direction by and along Mere Brook, an approximate distance of 1500 feet to the southeasterly corner of land now or formerly of Raymond and Faye St.Pierre as described in a deed recorded in Book 19476, Page 31;
Thence N 32°- 29'- 48" E, by and along land now or formerly of Robert Coffin II as described in a deed recorded in Book 12418, Page 271, a distance of approximately 165 feet to a 4-inch by 4-inch granite monument with a drill hole on top, said monument being located N 41°- 37' -54" W, a distance of 1370.30 feet on a tie-line from the last called granite monument;
Thence N 32°- 29'- 48" E, by and along land of said Robert Coffin II, and land now or formerly of Delia Writt and Glen Austin, Jr. as described in a deed recorded in Book 9177, Page 40, land now or formerly of June Austin as described in a deed recorded in Book 12824, Page 75, and land now or formerly of Anita Cady as described in a deed recorded in Book 10437, Page 176, a total distance of 397.21 feet to a point, 1.4 feet southwesterly of a 5/8-inch rebar;
Thence N 68°- 44'- 48" E, by and along land of said Peter Haughton as described in a deed recorded in Book 22283, Page 37, land now or formerly of Alice R. Cressey as described in a deed recorded in Book 12360, Page 143, and land now or formerly of Donald and Lori Smith as described in a deed recorded in Book 24421, Page 277, a distance of 307.42 feet to a 6-inch by 6-inch concrete monument with pyramid top being 3.7 feet westerly of a 8-inch by 8-inch concrete monument with a brass plug;
Thence N 40°- 28'- 12" W, by and along the northeasterly side of said Donald and Lori Smith, and land now or formerly of John Ambrosse and Deborah Jordan as described in a deed recorded in Book 16631, Page 265, a distance of 281.30 feet to the northerly corner of said John Ambrosse and Deborah Jordan;

Thence S 76°- 12'- 48" W, by and along the northwesterly corner of said John Ambrosse and Deborah Jordan a distance of 76.87 feet to a point, 0.3 feet easterly of a 5/8-inch capped rebar with stamp 1062 at land retained by David D. and Diane M. Hamblen as described in a deed recorded in Book 12512, Page 270;
Thence N 36°- 53'- 12" W, by and along land retained by David D. and Diane M. Hamblen, a distance of 85.72 feet to a point, .3 feet westerly of a 5/8-inch capped rebar with stamp "1062" at the southwesterly corner of land now or formerly of Donald W. Garland II, as described in a deed recorded in Book 7374, Page 298;
Thence N 76°- 12'- 48" E, by and along the southerly side of Donald W. Garland II, a distance of 114.30 feet;
Thence N 20°- 54'- 12" W, by and along the easterly side of Donald W. Garland II, a distance of 166.50 feet to a set 5/8-inch rebar with cap stamped "STI PLS 2317", at the southerly side of Hambleton Avenue;
Thence N 77°- 46'- 49" E, by and along the southerly side of Hambleton Avenue, a distance of 168.12 feet to the easterly side of Garrison Avenue;
Thence N 28°- 56'- 02" W, by and along the easterly side of Garrison Avenue, a distance of 251.66 feet to a 4-inch by 4-inch granite monument at the southerly corner of land now or formerly of the Greater Brunswick Housing Corporation as described in a deed recorded in Book 4529, Page 244;
Thence N 78°- 22'- 13" E, by and along Greater Brunswick Housing Corporation, a distance of 111.50 feet to a point, 1.2 feet northwesterly of a 4-inch by 4-inch granite monument;
Thence S 10°- 37'- 47" E, continuing along Greater Brunswick Housing Corporation, a distance of 6.00 feet;
Thence N 78°- 22'- 13" E, continuing along Greater Brunswick Housing Corporation, a distance of 12.00 feet to a point, 1.3 feet northwesterly of a 4-inch by 4-inch granite monument with a drill hole;
Thence S 10°- 37'- 47" E, continuing along Greater Brunswick Housing Corporation, a distance of 28.65 feet to a 5/8-inch rebar;
Thence N 78°- 15'- 13" E, continuing along Greater Brunswick Housing Corporation, a distance of 437.15 feet to an 8-inch by 8-inch granite monument with a brass plug at the northeasterly side of Wilson Street;
Thence N 41°- 58'- 59" W, by and along the northeasterly side of Wilson Street, a distance of 706.41 feet;
Thence N 42°- 43'- 41" W, continuing along the northeasterly side of Wilson Street, a distance of 778.98 feet to a set 5/8-inch rebar with cap stamped "STI PLS 2317", at the southerly side of land now or of Leonard Shean, Jr. and Anita Shean as described in a deed recorded in Book 4617, Page 246;
Thence N 78°- 48'- 29" E, by and along land of Leonard Shean, Jr. and Anita Shean, other land of Leonard Shean, Jr. and Anita Shean as described in a deed recorded in Book 20571, Page 331, land now or formerly Scott Paiement as described in a deed recorded in Book 20529, Page 104, land now or formerly of Irene Rush as described in a deed recorded in Book 14661, Page 263, land now or formerly of Kenneth and Deborah Anderson as described in a deed recorded in Book 21544, Page 285, land now or formerly of David A. and Mary Lou Boll as described in a deed recorded in Book 16168, Page 108, land now or formerly of William and Sandra Kenney as described in a deed

recorded in Book 7680, Page 48, land now or formerly of Joseph and Catherine McCarthy as described in a deed recorded in Book 4237, Page 122, land now or formerly of James and Lori Paulette as described in a deed recorded in Book 10125, Page 324, land now or formerly of Richard Alexander and Linda Wilson as described in a deed recorded in Book 23526, Page 168, land now or formerly of Hunter Ray and Anne Marie Johnson as described in a deed recorded in Book 8474, Page 267, land now or formerly of James and Charlene Lindbert as described in a deed recorded in Book 8301, Page 29, and land now or formerly of Frances Yanok and Helen Perrey as described in a deed recorded in Book 9569, Page 126, a total distance of 1192.66 feet to a 8-inch by 8-inch concrete monument with a brass plug;

Thence N 47°- 43'- 31" W, by and along land of said Frances Yanok and Helen Perrey, a distance of 171.06 feet to the southerly side of land now or formerly of Doris Emmons as described in a deed recorded in Book 4600, Page 303;

Thence N 78°- 48'- 29" E, by and along the southerly side of said Doris Emmons, a distance of 16.85 feet;

Thence N 10°- 39'- 03" W, by and along the easterly side of said Doris Emmons, a distance of 165.00 feet;

Thence S 78°- 48'- 29" W, by and along the northerly side of said Doris Emmons, a distance of 82.50 feet;

Thence S 10°- 39'- 03" E, by and along the westerly side of said Doris Emmons, a distance of 77.50 feet to 5/8-inch rebar with cap stamped "Brian Smith" at land now or formerly of Beverly Bonenfant and Brenda McDonald as described in a deed recorded in Book 4116, Page 14;

Thence N 47°- 43'- 31" W, by and along land of said Beverly Bonenfant and Brenda McDonald, land now or formerly of James, Rebecca and Beck Atkins as described in a deed recorded in Book 20647, Page 44, the easterly terminus of Davis Street, land now or formerly of James, Rebecca, and Beck Atkins as described in a deed recorded in Book 22686, Page 178, land now or formerly of Hollis and June Bruce as described in a deed recorded in Book 3001, Page 40, and land now or formerly of Sandra Drehobl as described in a deed recorded in Book 3171, Page 883, a total distance of 765.10 feet;

Thence N 78°- 53'- 54" E, by and along the southerly side of a plan titled "Plan Showing Lots, Brunswick, Maine for the Northeastern Housing Corporation" and recorded in Plan Book 27, Page 34, a total distance of 1051.53 feet;

Thence N 26°- 24'- 06" W, by and along the easterly side of Abijah Road, and its northwesterly extension, a distance of 342.54 feet to a set 5/8-inch rebar with cap stamped "STI PLS 2317";

Thence N 33°- 35'- 54" E, a distance of 137.44 feet to a set 5/8-inch rebar with cap stamped "STI PLS 2317", at the southerly corner of land now or formerly of the Roman Catholic Bishop of Portland;

Thence N 76°- 56'- 54" E, by and along land of the Roman Catholic Bishop of Portland, a distance of 474.74 feet to a set 5/8-inch rebar with cap stamped "STI PLS 2317";

Thence N 23°- 10'- 54" E, continuing along land of the Roman Catholic Bishop of Portland, a distance of 269.82 feet to a 4-inch by 4-inch granite monument;

Thence N 01°- 20'- 06" W, continuing along land of the Roman Catholic Bishop of Portland, a distance of 6.24 feet;

Thence N 22°- 48'- 54" E, continuing along land of the Roman Catholic Bishop of Portland, a distance of 169.10 feet to a point, 0.6 feet westerly of a 5/8-inch rebar on the southerly side of Bath Road;
Thence S 80°- 10'- 16" E, by and along the southerly side of Bath Road, a distance of 1136.11 feet to the POINT OF BEGINNING.

Meaning and intending to describe a certain parcel of land containing approximately 136,581,320 square feet or 3,135 acres.

Excluding therefrom, 5 certain parcels of land identified as United States Army Parcel, United States Coast Guard Parcel, and FAA Parcels, more particularly bounded and described as follows:

United States Army Parcel:

A certain lot or parcel of land located on the former Brunswick Naval Air Station on the easterly side of Ordnance Road in the Town of Brunswick, County of Cumberland, State of Maine and more particularly described as follows:
Beginning at a point with a Latitude 43° 52' 33.9685" North and Longitude 69° 55' 27.4853" West on the easterly side of Ordnance Road at the remaining land of The United States of America as described in Deed Book 2255, Page 121 recorded in the Cumberland County Registry of Deeds;
Thence N 22°31'43" E, along Ordnance Road, a distance of 700.00 feet, more or less, to a point of curvature;
Thence northwesterly along a curve turning to the left, an arc length of 290.59 feet, and having a radius of 360.00 feet to a point on the northerly line of Parcel 805 as depicted on Plan of Real Estate to be Acquired for Ordnance Facilities, U.S. Naval Air Station, Brunswick, Maine dated 30 November 1954 recorded in the Cumberland Registry of Deeds in Plan Book 44, Page 48a;
Thence S 59°35'28" E, along Parcel 805, a distance of 494.93 feet to a found granite monument and point of curvature;
Thence southeasterly along Parcel 805 and a curve turning to the left, an arc length of 218.20 feet and having a radius of 5770.46 feet, to a found one-inch iron pin in ledge:
Thence S 61°45'27" E, along Parcel 805, a distance of 353.99 feet to a found granite monument and point of curvature;
Thence southeasterly along Parcel 805 and Parcel 821 and a curve turning to the right, an arc length of 306.69 feet, and having a radius of 5789.97 feet to a point on the southerly side of Coombs Road;
Thence S 55°49'40" E, along Parcel 821 and Coombs Road, a distance of 120.00 to a point at said remaining land of The United States of America;
Thence S 02°07'09" W, along remaining land of The United States of America, a distance of 1573.89 feet to a point;
Thence N 61°09'39" W, along remaining land of The United States of America, a distance of 815.00 feet to a point;

Thence N 16°09'39" W, along remaining land of The United States of America, a distance of 185.00 feet to a point;
Thence S 73°50'21" W, along remaining land of The United States of America, a distance of 185.00 feet to a point;
Thence N 61°09'39" W, along remaining land of The United States of America, a distance of 615.00 feet to a point;
Thence N 22°31'43" E, along remaining land of The United States of America, a distance of 485.00 feet to a point;
Thence N 58°53'00" W, along remaining land of The United States of America, a distance of 240.00 feet to Ordnance Road at the point of beginning.

The above described parcel of land contains 51 Acres, more or less.

United States Coast Guard Parcel:

A certain lot or parcel of land situated easterly of Harpswell Road, so-called, also known as State Route 123, in the Town of Brunswick, County of Cumberland and State of Maine, being more particularly described as follows:
COMMENCING on the easterly side of said Harpswell Road at a 5/8" iron rebar capped "P.L.S. 2080", said rebar marking the southwesterly corner of land now or formerly of Gary C. Favreau and Cynthia L. Favreau, and said rebar marking the northwesterly corner of land now or formerly of the United States of America;

THENCE N69°56'E a distance of 1156.9' to a 5/8" iron rebar capped "P.L.S. 1338" at the true point of beginning;
THENCE N90°00'E a distance of 700.0' to a 5/8" iron rebar capped "P.L.S. 1338";
THENCE S00°00'E a distance of 700.0' to a 5/8" iron rebar capped "P.L.S. 1338";
THENCE N90°00'W a distance of 700.0' to a 5/8" iron rebar capped "P.L.S. 1338";
THENCE N00°00'E a distance of 700.0' to the point of beginning.

Containing 11.25 acres, more or less. Bearings are based on grid north, Maine State Plane Coordinate System, NAD83, West Zone

FAA Parcels:

<u>Transmitter Site</u>

A certain parcel of land located easterly of, but not adjacent to the Harpswell Road (Route 123) in the Town of Brunswick, County of Cumberland, State of Maine, being more particularly bounded and described as follows:
<u>BEGINNING</u> at a survey pin set at a point being located S 41° 18' 47" E, a distance of 1606.91' from a granite monument marked "H" located adjacent to the intersection of the southerly sideline of Hambleton Avenue and the easterly sideline of Garrison Avenue.

THENCE N 77° 32' 53" E, a distance of 281.57' to a point on the westerly line of a proposed access and utility easement;
THENCE continuing N 77° 32' 53" E, a distance of 50.30' to a point on the easterly line of said proposed access and utility easement;
THENCE continuing N 77° 32' 53" E, a distance of 43.13' to a survey pin set;
THENCE S 12° 27' 03" E, a distance of 350.00' to a survey pin set;
THENCE S 77° 32' 53" W, a distance of 375.00' to a survey pin set;
THENCE N 12° 27' 03" W, a distance of 350.00' to a survey pin set at the POINT OF BEGINNING.

Containing 131,250 sq. ft. or 3.01 acres.

RAPCON – Tower Site

A certain parcel of land located easterly of, but not adjacent to the Harpswell Road (Route 123) in the Town of Brunswick, County of Cumberland, State of Maine, being more particularly bounded and described as follows:
BEGINNING at a survey pin set at a point being located N 87° 53' 09" E, a distance of 653.73' from a granite monument marked "H" and being located adjacent to the intersection of the southerly sideline of Hambleton Avenue and the easterly sideline of Garrison Avenue.
THENCE N 69° 45' 53" E, a distance of 500.00' to a survey pin set;
THENCE S 20° 14' 47" E, a distance of 500.00' to a survey pin set;
THENCE S 69° 45' 53" W, a distance of 500.00' to a survey pin set;
THENCE N 20° 14' 47" W, a distance of 500.00' to a survey pin set at the POINT OF BEGINNING.

Containing 250,000 sq. ft. or 5.74 acres.

Radar Site

A certain parcel of land located easterly of, but not adjacent to the Harpswell Road (Route 123) in the Town of Brunswick, County of Cumberland, State of Maine, being more particularly bounded and described as follows:
BEGINNING at a survey pin set at a point being located N 66° 1' 44" E, a distance of 620.94' from a capped survey pin (PLS #2080) found on the easterly sideline of the said Harpswell Road;
THENCE N 28° 25' 05" E, a distance of 20.85' to a point on the southerly line of a proposed access and utility easement;
THENCE continuing N 28° 25' 05" E, a distance of 53.10' to a point on the northerly line of said proposed access and utility easement;
THENCE continuing N 28° 25' 05" E, a distance of 126.05' to a survey pin set;
THENCE S 61° 34' 55" E, a distance of 200.00' to a survey pin set;
THENCE S 28° 25' 05" W, a distance of 200.00' to a survey pin set;

THENCE N 61° 34' 55" W, a distance of 200.00' to a survey pin set at the POINT OF BEGINNING.

Containing 40,000 sq. ft. or 0.92 acres.

Airport PBC-1

A certain parcel of land, with the improvements thereon, said parcel abutting Bath Road (a.k.a. Route 24), in the Town of Brunswick, County of Cumberland, State of Maine, and being more particularly described as follows:

Beginning at a 6" x 6" granite monument inscribed "VC" on top, located on the apparent southerly right-of-way line of said Bath Road as shown on a plan entitled, "Boundary Survey - Brunswick Naval Air Station", dated 1997, by Sebago Technics, Inc, and recorded in the registry of Deeds for said County in Plan Book 197, Pages 457-466; thence S 79° 40' 01" E along said road line a distance of 1245.84 feet to a survey pin found at an angle point in said line; thence S 79° 37' 23" E along said road line a distance of 111.79 feet to a survey pin to be set at the intersection of said road line with a northerly projection of a line which is 643.00 feet offset east of, and parallel to, the easterly sideline of Runway 01 Right located on the parcel described herein, said point also being at remaining land of the United States Navy (USN); thence S 05° 19' 31" E along said USN land and along said line offset from Runway 01 Right, a distance of 2086.68 feet to a point; thence N 84° 39' 07" E along said USN land a distance of 430.73 feet to a point; thence N 70° 01' 21" E along said USN land a distance of 1252.95 feet to a point; thence S 31° 18' 26" E along USN said land a distance of 495.90 feet to a point; thence S 59° 24' 40 W along said USN land a distance of 60.00 feet to a point; thence S 31° 18' 26" E along said USN land a distance of 62.07 feet to a point; thence S 58° 40' 50" W along said USN land a distance of 1853.67 feet to a point of curvature; thence southwesterly and southerly along a curve to the left having a radius of 173.00 feet, an arc distance of 211.50 feet to a point of compound curvature; thence southeasterly along a curve having a radius of 109.48 feet, an arc distance of 167.29 feet to a point; thence S 31° 16' 42" E along a line non-tangent to the last mentioned curve, and along said USN land a distance of 483.85 feet to a point; thence S 05° 00' 54" E along said USN land a distance of 1620.46 feet to a point; thence N 84° 37' 16" E along said USN land a distance of 884.55 feet to a point on the proposed westerly right-of-way line of a private way known as Orion Street; thence S 05° 22' 44" E along said USN land and said street line a distance of 1395.54 to a survey pin to be set at a point of curvature in said line; thence southerly along said USN land and said street line, and along a curve to the right having a radius of 880.00 feet, an arc distance of 211.68 feet to a point; thence S 84° 47' 31" W along said USN land a distance of 532.49 feet to a point; thence S 05° 12' 29" E along said USN land a distance of 273.09 feet to a point; thence N 84° 47' 31" E along said USN land a distance of 438.12 feet to a point on said line of Orion Street; thence S 15° 00' 56" W along said USN land and said street line a distance of 181.20 feet to a point of curvature in said line; thence southwesterly along said USN land and said street line, and along a curve to the right having a radius of 615.00 feet, an arc distance of 15.82

feet to a point; thence S 84° 47' 31" W along said USN land a distance of 369.83 feet to a point; thence S 05° 12' 29" E along said USN land a distance of 376.21 feet to a point on said line of Orion Street; thence S 51° 26' 14" W along said USN land and said street line a distance of 168.03 feet to a survey pin to be set at a point of curvature in said line; thence southwesterly along said USN land and said street line, and along a curve to the right having a radius of 1965.00 feet, an arc distance of 391.95 feet to a survey pin to be set at a point of tangency in said line; thence S 62° 51' 57" W along said USN land and said street line a distance of 244. 01 feet to a survey pin to be set at a point of curvature in said line; thence southwesterly along said USN land and said street line, and along a curve to the right having a radius of 285.00 feet, an arc distance of 2.01 feet to a survey pin to be set at a point where said street line intersects a southerly projection of said line which is 643.00 feet offset east of, and parallel to, the easterly sideline of Runway 01 Right located on the parcel described herein; thence S 05° 19' 31" E along said USN land and along said line offset from Runway 01 Right, a distance of 2827.89 feet to a survey pin to be set; thence S 14° 12' 02" E along said USN land a distance of 964.16 feet to a survey pin to be set; thence S 84° 40' 32" W along said USN land a distance of 2435.24 feet to a point; thence N 03° 34' 40" W along said USN land a distance of 1867.64 feet to a point; thence N 12° 03' 00"E along said USN land a distance of 263.44 feet to a point; thence N 03° 34' 40" W along said USN land a distance of 868.54 feet to a point; thence N 37° 52' 30" W along said USN land a distance of 62.69 feet to a point on a line which is 615.00 feet offset west of, and parallel to, the westerly sideline of Runway 01 Left located on the parcel described herein; thence N 05° 19' 28" W along said USN land and along said line offset from Runway 01 Left, a distance of 1663.98 feet to a point; thence N 84° 40' 32" E along said USN land a distance of 406.36 feet to a point on a line which is 208.64 feet offset west of, and parallel to, said westerly sideline of Runway 01 Left; thence N 05° 19' 28" W along said USN land and along said line offset 208.64 feet from Runway 01 Left, a distance of 1896.85 feet to a point; thence S 84° 40' 32" W along said USN land a distance of 406.36 feet to a point on said line which is 615.00 feet offset westerly of the sideline of Runway 01 Left; thence N 05° 19' 28" W along said USN land and along said line offset 615.00 feet from Runway 01 Left, a distance of 5597.16 feet to a point; thence N 00° 53' 01" E along said USN land a distance of 109.53 feet to a survey pin to be set; thence N 89° 24' 56" E along said USN land a distance of 12.37 feet to a survey pin to be set; thence N 13° 26' 57" W along said USN land a distance of 319.08 feet to a survey pin to be set on said line of Bath Road; thence S 80° 10' 16" E along said line of Bath Road a distance of 903.08 feet to the granite monument found at the point of beginning.

Containing 31,125,100 sq. ft. or 714.53 ac. ±

Airport PBC-1a

A certain parcel of land located within the former Brunswick Naval Air Station, located in the Town of Brunswick, County of Cumberland, State of Maine, and being more particularly described as follows:

Section 3

WRIGHT-PIERCE
Engineering a Better Environment

SECTION 3

PERMITS

MRRA has received a letter from the Department of Environmental Protection (DEP) regarding the applicability of the Site Location permitting for the Phase 1 Subdivision of Brunswick Landing. The letter specifically cites the exemption in Title 38 MSRA Section 488 (15): exemption for former military bases. The Site Law exemption indicates that development at the time of ownership change from the military to the local development authority is exempt from review. The letter from DEP and the initial letter requesting the opinion are attached to this section. MRRA is not proposing any addition work be performed under this phase of the development so a permit for the subdivision from DEP is not required.

If improvements are made, such as additional roads or expansion of developed area, an amendment to the site's site development permit will be necessary. This provision also applies to the developers of lots within the Brunswick Landing subdivision, if changes to the site are proposed the developer will be required to make an application for an amendment to the Site Location Permit for the facility.

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

RECEIVED
NOV 21 2012
WRIGHT-PIERCE

November 20, 2012

Jan B. Wiegman
Wright-Pierce
99 Main St.
Topsham, ME 04086

Re: Brunswick Landing Phase I Subdivision, applicability of the Site Location of Development Law

Dear Jan:

I am writing to respond to your letter, dated November 5, 2012, requesting comments relative to the applicability of the Site Location of Development Law (Site Law) to the redevelopment of a portion of the former Brunswick Naval Air Station into a commercial subdivision. It is my understanding that your client, the Midcoast Regional Redevelopment Authority (MRRA), intends to create the subdivision out of approximately 400 acres of land. You state in your letter that the subdivision will be created by establishing rights-of-ways along the existing roads and creating lots using the existing buildings as guidance.

The Site Law contains a number of exemptions. Title 38 MRSA §488 (15) states: "Exemption for former military bases. Development on a military base at the time ownership of the military base is acquired by a state or local development authority is exempt from review under this article. Subsequent transfer or lease of a former military base or any portion of a former military base by a state or local development authority to another entity does not affect the exemption granted under this subsection. Development proposed or occurring on a former military base after ownership of the military base is acquired by a state or local development authority is subject to review under this article, except to the extent that the development reuses a building and associated facilities in existence on September 29, 1995."

Therefore, creation of subdivision lots at Brunswick Landing by MRRA does not by itself trigger review under the Site Law, nor does the reuse of existing buildings. However, future development and/or redevelopment of the lots may be subject to review if that development meets any of the thresholds for Site Law jurisdiction.

As you correctly state in your letter, the proposed new entrance on Bath Road would require review under the Site Law as an amendment to the development's existing permit. Additionally, any wetland impacts associated with that project, or with future development on lots containing wetlands, would be considered cumulatively with previous wetland impacts associated with projects undertaken at the former military base as a whole by MRRA.

This opinion is based upon the materials submitted and is subject to change if the information is found to be inaccurate or incomplete. Changes or revisions to the above-mentioned laws or regulations may affect the relevance of this opinion. This opinion does not imply conformance with any other local, state or federal requirements.

Sincerely,

Marybeth Richardson
Bureau of Land and Water Quality

cc: Town file

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207)760-3143

web site: www.maine.gov/dep

WRIGHT-PIERCE
Engineering a Better Environment

Water
Wastewater
Infrastructure

November 5, 2012
W-P Project No. 12218B

Ms. Marybeth Richardson
Bureau of Land and Water Quality
Maine Department of Environmental Protection
312 Canco Road
Portland, ME 04103

Subject: Brunswick Landing Phase 1 Subdivision
Site Location of Development Act
Request for Advisory Ruling

Dear Ms. Richardson:

I wanted to thank you and Ben Viola for meeting with Steve Levesque and myself on the proposed Brunswick Landing Phase 1 Subdivision. Based upon our meeting and subsequent follow up conversations I would like to request an advisory ruling of the decision that the project, as presented, does not require a Site Location of Development Act permit under Article 6 Section 488.15.

To summarize the project and conditions, the project, Brunswick Landing Phase 1 Subdivision, is a 400 acre subdivision proposed of the former Brunswick Naval Air Station site. The Subdivision is being proposed by the Midcoast Regional Redevelopment Authority (MRRA) which is the entity receiving the property from the United States of America (the Navy) and is responsible for the redevelopment of the site. The subdivision will be created by establishing rights of ways along the existing roads and creating lots using the existing buildings as guidance.

It is our understanding that only the construction of a new entrance on Bath Road that is contemplated in the subdivision will be required to undergo Site Development review as it is new work. The establishment of the remainder of the subdivision does not constitute new work as it utilizes existing facilities.

Thank you for your attention to this project. If you have any questions please let me know.

Sincerely,

WRIGHT-PIERCE

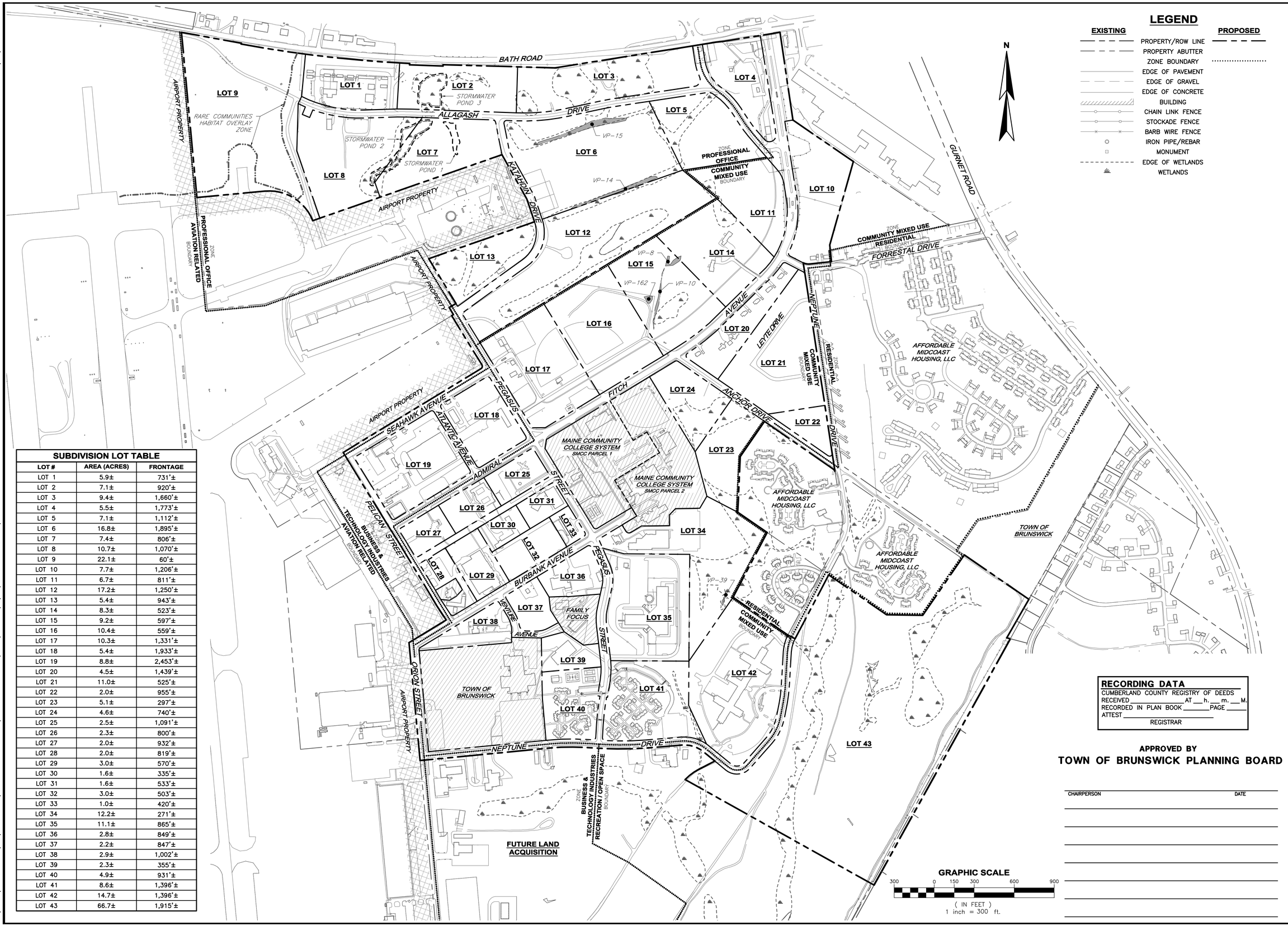
Jan B. Wiegman, PE
Project Manager

Cc: Steve Levesque (MRRA)

Offices Throughout New England | www.wright-pierce.com

99 Main Street
Topsham, ME 04086 USA
Phone 207.725.8721 | Fax 207.729.8414

LAST SAVED BY: RYAN.BEISAW 9/19/2012 2:09 PM



SUBDIVISION LOT TABLE

LOT #	AREA (ACRES)	FRONTAGE
LOT 1	5.9±	731'±
LOT 2	7.1±	920'±
LOT 3	9.4±	1,660'±
LOT 4	5.5±	1,773'±
LOT 5	7.1±	1,112'±
LOT 6	16.8±	1,895'±
LOT 7	7.4±	806'±
LOT 8	10.7±	1,070'±
LOT 9	22.1±	60'±
LOT 10	7.7±	1,206'±
LOT 11	6.7±	811'±
LOT 12	17.2±	1,250'±
LOT 13	5.4±	943'±
LOT 14	8.3±	523'±
LOT 15	9.2±	597'±
LOT 16	10.4±	559'±
LOT 17	10.3±	1,331'±
LOT 18	5.4±	1,933'±
LOT 19	8.8±	2,453'±
LOT 20	4.5±	1,439'±
LOT 21	11.0±	525'±
LOT 22	2.0±	955'±
LOT 23	5.1±	297'±
LOT 24	4.6±	740'±
LOT 25	2.5±	1,091'±
LOT 26	2.3±	800'±
LOT 27	2.0±	932'±
LOT 28	2.0±	819'±
LOT 29	3.0±	570'±
LOT 30	1.6±	335'±
LOT 31	1.6±	533'±
LOT 32	3.0±	503'±
LOT 33	1.0±	420'±
LOT 34	12.2±	271'±
LOT 35	11.1±	865'±
LOT 36	2.8±	849'±
LOT 37	2.2±	847'±
LOT 38	2.9±	1,002'±
LOT 39	2.3±	355'±
LOT 40	4.9±	931'±
LOT 41	8.6±	1,396'±
LOT 42	14.7±	1,396'±
LOT 43	66.7±	1,915'±

RECORDING DATA

CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED _____ AT ___ h. ___ m. ___ M.
RECORDED IN PLAN BOOK _____ PAGE _____
ATTEST _____
REGISTRAR

APPROVED BY
TOWN OF BRUNSWICK PLANNING BOARD

CHAIRPERSON DATE

NO	SUBMISSIONS/REVISIONS	APP'D	DATE
1			
2			
3			
4			
5			

DESIGNED BY: JBW
CAD COORD: RPB
CAD: RPB
CHECKED BY: JBW
DATE: 9/19/12
APPROVED BY: JBW
DATE:
PROJECT NO: 12218A

WRIGHT-PIERCE
Engineering a Better Environment
Offices Throughout New England
888.621.8156 | www.wright-pierce.com

BRUNSWICK LANDING
MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY
SUBDIVISION – PHASE I
BRUNSWICK, MAINE

SKETCH SUBDIVISION PLAN

DRAWING
C–2

G:\DWGS\12218-BWAS\CIV\SUBDIVISION\12218A SUB C-3.DWG | 12218A SUB C-2 | 1:1 | ---- | 9/19/2012 2:39:30 PM | RYAN.BEISAW

SECTION 4

EXISTING FEATURES

The Brunswick Landing development and in particular the Phase 1 of the Brunswick Landing Subdivision (Subdivision) has existing features that have directed the plan development. Primarily the existing roadway network established by the Navy has been kept intact and will be utilized for the layout of the Subdivision. Rights-of-way for the roads have been established as part of this Subdivision plan and the lots were developed with frontage on the roads.

There are also many existing buildings located throughout the Subdivision and the lots have been laid out to take advantage of the buildings. It is likely that many of the buildings may be reused. Some areas without buildings have been laid out with the existing topography and other natural features being considered in the lot line location. The possible impact of development on wetlands and other natural resources were also considered in the layout of the lots.

4.1 Soils

Soils on the Brunswick Landing Subdivision site are shown on the attached map entitled "Figure 2-5, Soils of NAS Brunswick, Brunswick, Maine", prepared by Ecology & Environment, Inc.

According to the Final Environmental Impact Statement for the Disposal and Reuse of Naval Air Station Brunswick, Maine, dated November 2010, published by the U.S. Department of the Navy, (EIS) *"Soil types present on NAS Brunswick are … of glacial origin: soils derived primarily from glaciofluvial parent material are found primarily in the northern half of the site, and soils derived primarily from glaciomarine parent material are found primarily in the southern half of the site. Other soil types present on the site include Urban land, Udorthents, and Haplaquents (Normandeau Associates 1998a; Geo-Marine, Inc. 2001). The Urban land, Udorthents, and Haplaquents soils of NAS Brunswick are considered man-made or urban soil units that are developed from cutting, filling, building construction, and paving. Because the urban/man-made soils have been highly modified from their original condition, ratings for limitations for such soils complexes are based on the characteristics of the other soils in the complexes that have not been highly modified. For example, ratings for the Udorthents-Adams complex are based on characteristics of the Adams soils that are included in the complex. No ratings are possible for the Urban land-Udorthents-Haplaquents association, due to the variability of the soils and the extent of modifications from the original conditions."*

According to the EIS, *"The soils of NAS Brunswick vary in constructability. Constructability limitations arise from a variety of physical properties, such as shrink-swell potential, or features such as whether the soil is subject to ponding or flooding. Specific design and construction practices can be employed to overcome the constructability limitations of the soil on a site. The more common sources of constructability limitations on NAS Brunswick include shallow depth to saturation, frost action, low strength, and the likelihood that excavated cutbanks would cave in. Shallow depth to saturation may require dewatering during excavation and construction and other measures to facilitate construction in a saturated environment. Frost action can*

destabilize roadways and shallow excavations unless specific design and construction measures are taken to manage dimensional changes due to freezing and thawing of water in the soil. Soil strength, which refers to a soil's inherent ability to withstand loading (e.g., from heavy equipment, buildings, roads, and other structures), is influenced by wetness, mineralogy, soil-particle shape and size distribution, and soil structure; consequently, different soils have different strengths. Soils also vary in their ability to maintain a steep or vertical bank when excavated. Sandy soils often require less steep cutbanks or more shoring to prevent collapse during excavation compared to loamy or clayey soils. Such limitations do not necessarily mean the soil cannot be used for a given purpose, but rather that the construction methods and structural designs may require additional elements to overcome the limitations. Costs usually increase in order to address the limiting soil qualities. …To varying degrees, all soils may require specific measures to control soil erosion and limit runoff of sediment during clearing and construction activities."

Soils on the Brunswick Landing Subdivision site are shown on the attached map entitled "Figure 2-5, Soils of NAS Brunswick, Brunswick, Maine", prepared by Ecology & Environment, Inc.

4.2 Wetlands

According to the EIS, *"…In the spring of 2009, the Navy conducted a functional assessment of wetlands at NAS Brunswick2. The U.S. Army Corps of Engineers (USACE), New England District, recommends the use of the Highway Methodology as a descriptive approach to evaluating wetland functions and values for the Clean Water Act Section 404 Permit Program (USACE 1993). This approach incorporates a qualitative description of the wetland and the identification of wetland functions and values in order to come to conclusions based on wetland science and "best professional judgment." Wetland functions are the dynamic ecological properties provided or performed by a wetland. The benefits that society derives from one or more of the wetland functions are the wetland values."*

"At many locations the visual/aesthetic appeal of the landscape has been changed by site development. In addition, many wetlands have been altered to provide storm water detention and drainage. Despite these alterations, the primary wetland functions identified for wetlands at NAS Brunswick include groundwater recharge, floodflow alteration, sediment/toxicant/pathogen retention, nutrient removal/retention/transformation, production export, wildlife habitat, and sediment/shoreline stabilization. A more detailed discussion of the functions and values of wetlands at NAS Brunswick is provided in Appendix G: Wetland Functional Assessment."

Attached for reference as Appendix A to this application, is an excerpt from the Wetland Functional Assessment(Wetlands Report) included as Appendix G in the EIS, a full report may be viewed at the following link:

http://www.bracpmo.navy.mil/base_docs/brunswick/documents/enviro_docs/FEIS_AppendixG-WetlandFunctionalAssessment.pdf.

Wetland areas delineated as part of the assessment that are located within the Subdivision property are shown on the attached "Figure 3.11-3, Wetlands of NAS Brunswick, Brunswick, Maine", prepared by Ecology & Environment, Inc., and included in the Wetlands Report. These wetland areas are shown on the Subdivision plan.

Development activities on any lot containing wetlands will be required to be conducted in accordance with all applicable Town of Brunswick and State and Federal rules and regulations.

4.3 Vernal Pools

As reported in the EIS, "*…vernal pool surveys were conducted at NAS Brunswick in the spring of 2008 and spring 2009 (TRC 2008; E & E 2009b; see Appendix H). TRC conducted a survey of vernal pools in the western portion of NAS Brunswick in support of Bowdoin College's Public Benefit Conveyance (PBC) request. … In 2009, for planning purposes and in support of the EIS, the Navy conducted a comprehensive vernal pool survey of the remainder of NAS Brunswick and the outlying properties (E & E 2009b; see Appendix H). The surveys were conducted between early April and early May 2009 and identified a total of 169 pooled areas. Of these 169 pooled areas, 27 were identified as vernal pools and 20 of these were identified as significant vernal pools (see Figure 3.12-3). A 2010 wetland delineation conducted on the 51-acre parcel that is to be transferred to the Department of the Army identified two additional significant vernal pools (Brandt 2010). Combined, the 2008 and 2009 vernal pool surveys and 2010 wetland delineation identified 46 vernal pools and 30 significant vernal pools. No vernal pools were identified at the outlying properties (E & E 2009b).*" A copy of the referenced Figure 3.12-3 (Figure), as modified by Wright-Pierce to show the Subdivision property, is attached hereto.

Attached for reference as Appendix B to this application, is an excerpt from the Vernal Pool Survey Report (Vernal Pool Report) included as Appendix H in the EIS which can been seen in its entirety at the following link:

http://www.bracpmo.navy.mil/base_docs/brunswick/documents/enviro_docs/FEIS_AppendixH-VernalPoolSurveyReport.pdf

Figure 4-2 and Figure 4-3 of the Vernal Pool Report show that there are nine numbered vernal pools located on the Phase 1 Subdivision property: 8, 10, 14, 15, 39, 153, 154, 158 and 162. Vernal pool number 158, located on proposed Lot 44, is considered a Significant Vernal Pool, while all others are considered Vernal Pools.

The nine vernal pools identified in the Vernal Pool Report are shown on the Subdivision plan.

Development activities within 250 to 500 feet of vernal pools, depending upon classification, will be required to be conducted in accordance with all applicable Town of Brunswick and State and Federal rules and regulations.

4.4 Flood Plains

According to the Federal Emergency Management Agency (FEMA) and the attached FIRMETTE of the project area, there are no flood plains located on the Phase 1 Subdivision property.

4.5 Aquifers

The following is an excerpt from the EIS that addresses the existence of aquifers in the area of the Subdivision: *"…A significant sand and gravel aquifer is located beneath the northwestern portion of the station, including the airfield. An aquifer is considered significant if it is capable of yielding 10 gallons per minute of groundwater to properly installed wells (Maine Geological Survey 2009). The Town of Brunswick has designated two Aquifer Protection Zones for the land overlying this aquifer. Zone 1 is designated as an area in which leachable materials can travel to the public water supply wells within 200 days. Zone 2 is designated as an area in which leachable materials can travel to the public water supply wells in more than 200 days. Both zones have restrictions regarding the types of development that can occur…"*.

The Town of Brunswick Aquifer Protection Zones shown on the Subdivision plan are taken from the Town's GIS website. Attached is Figure 3.11-1 taken from the Brunswick EIS document which also shows the aquifer protection zones relative to the overall site.

Development activities on any lot situated within the Aquifer Protection Zones will be required to be conducted in accordance with all applicable Town of Brunswick and State and Federal rules and regulations.

4.6 Wildlife and Natural Areas

Portions of the northwesterly corner of the Subdivision property are mapped as Significant Wildlife Habitat by the Maine Department of Inland Fisheries and Wildlife (DIFW) and as Rare Natural Communities by the Maine Natural Areas Program. The limits of these mapped areas are shown on the Subdivision plan. Attached is Figure 3.12-2 from the Brunswick EIS which shows the Significant Wildlife Habitat areas on the overall site.

A potential deer wintering area located along a portion of the southeasterly boundary of the Subdivision property has been mapped by the DIFW and is shown on the Subdivision plan.

Development activities proposed for portions of the Subdivision lots within these areas will need to meet certain land use requirements and will require approval and/or clearances from the Town of Brunswick and the applicable State of Maine reviewing agencies.

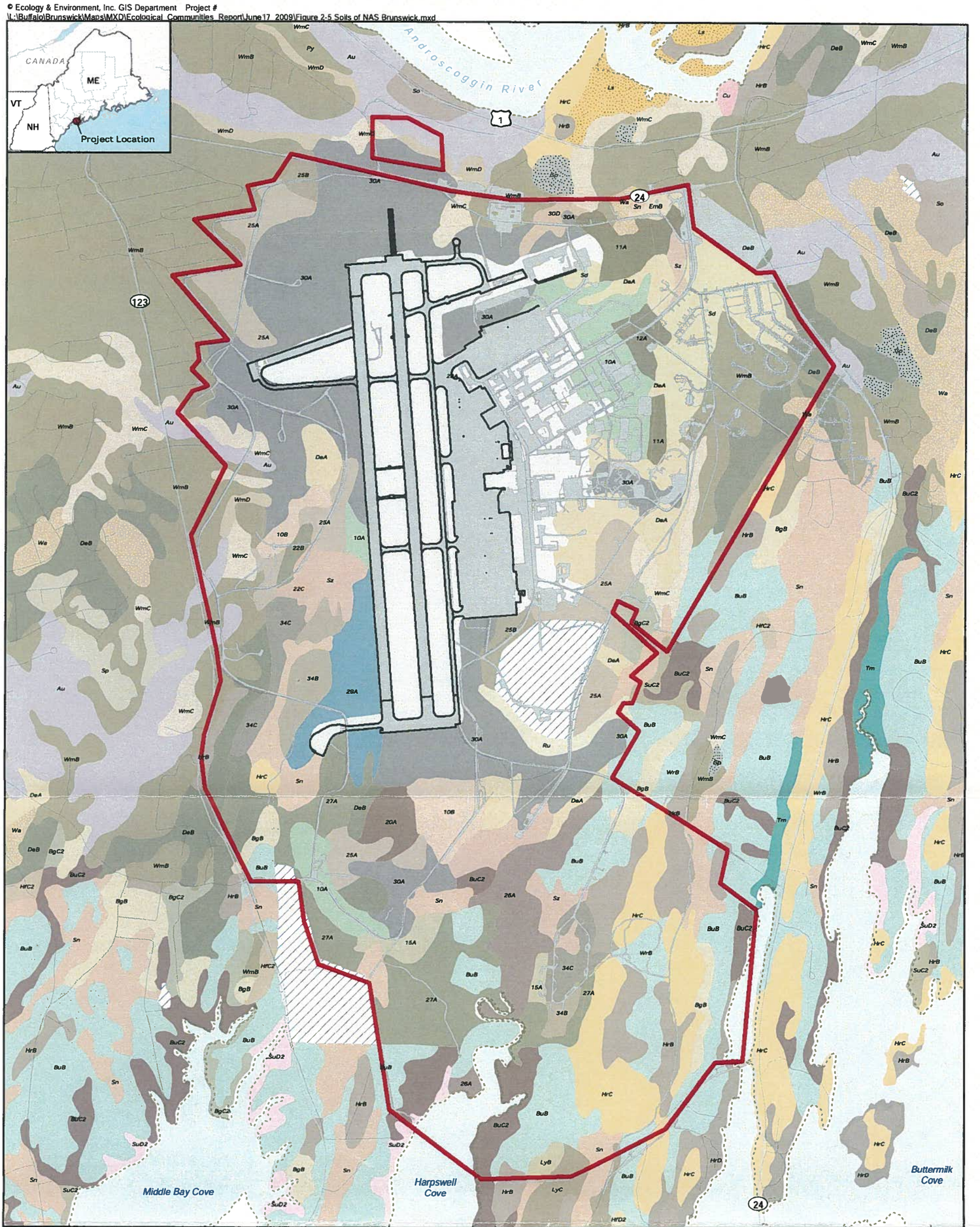
4.7 Historic and Cultural Considerations

As part of developing the EIS, consideration was given to the effect of re-developing the NASB upon historically and culturally sensitive areas within the facility boundaries. *"Cultural resources consist of archaeological resources (prehistoric and historic archaeological sites) and architectural resources (historic districts, buildings, and other structures such as roads, bridges, radio towers, etc.)." "Historic properties are those cultural resources that are listed in, or have been determined to be eligible for listing in, the National Register of Historic Places (NRHP)."* As stated in the EIS, *"There would be an adverse effect on cultural resources under both* (re-development) *Alternatives 1 and 2, but the adverse effect would be mitigated through the implementation of the Programmatic Agreement Between the United States Navy and the Maine State Historic Preservation Office (SHPO) on the Lease and Property Transfer of Properties Located at Naval Air Station Brunswick, Maine and Topsham Annex, Topsham, Maine dated August (US Navy 2010).*

Reference is made to "Section 3.9, Existing Environment", of the EIS for a complete reporting on the efforts made to implement an accounting of the cultural and historic resources located within the BNAS property.

Attached for reference, as Appendix C, to this application, is the Programmatic Agreement included as Appendix O in the EIS.

© Ecology & Environment, Inc. GIS Department Project #
\L:\Buffalo\Brunswick\Maps\MXD\Ecological_Communities_Report\June17_2009\Figure 2-5 Soils of NAS Brunswick.mxd



Legend

Soil Type

No Value	
10A	*Udorthents-Croghan complex*
10B	*Udorthents-Croghan complex*
11A	*Haplaquents-Finch complex*
12A	*Haplaquents-Naumburg complex*
15A	*Haplaquents-Lamoline complex*
*20A	*Naumburg loamy fine sand*
22B	*Adams-Lyman complex*
22C	*Adams-Lyman complex*
25A	*Adams loamy fine sand*
25B	*Adams loamy fine sand*
26A	*Gouldsboro silt loam*
27A	*Lamoine silt loam*
28A	*Urban land-Udorthents-Haplaquents assocociation*
29A	*Haplaquents-Scantic complex*
30A	*Udorthents-Adams complex*
30D	*Udorthents-Adams complex*
34B	*Tunbridge fine sandy loam*
34C	*Tunbridge fine sandy loam*
Au	*Au Gres loamy sand*
BgB	*Belgrade very fine sandy loam*
BgC2	*Belgrade very fine sandy loam*
BuB	*Buxton silt loam*
BuC2	*Buxton silt loam*
Cu	*Cut and fill land*
DeA	*Deerfield loamy sand*
DeB	*Deerfield loamy sand*
EmB	*Elmwood fine sandy loam*
Gp	*Gravel pits*
HfC2	*Hartland very fine sandy loam*
HfD2	*Hartland very fine sandy loam*
HrB	*Hollis fine sandy loam*
HrC	*Hollis fine sandy loam*
HrD	*Hollis fine sandy loam*
*Ls	*Limerick-Saco silt loams*
LyB	*Lyman fine sandy loam*
LyC	*Lyman fine sandy loam*
Py	*Podunk fine sandy loam*
*Ru	*Rumney fine sandy loam*
*Sd	*Saugatuck loamy sand*
*Sn	*Scantic silt loam*
*So	*Scarboro sandy loam*
*Sp	*Sebago mucky peat*
SuC2	*Suffield silt loam*
SuD2	*Suffield silt loam*
Sz	*Swanton fine sandy loam*
*Tm	*Tidal marsh*
*Wa	*Walpole fine sandy loam*
WmB	*Windsor loamy sand*
WmC	*Windsor loamy sand*
WmD	*Windsor loamy sand*
WrB	*Woodbridge fine sandy loam*

*Note: * Indicates Hydric Soil Types*

Source: Normandeau Associates, 1998.

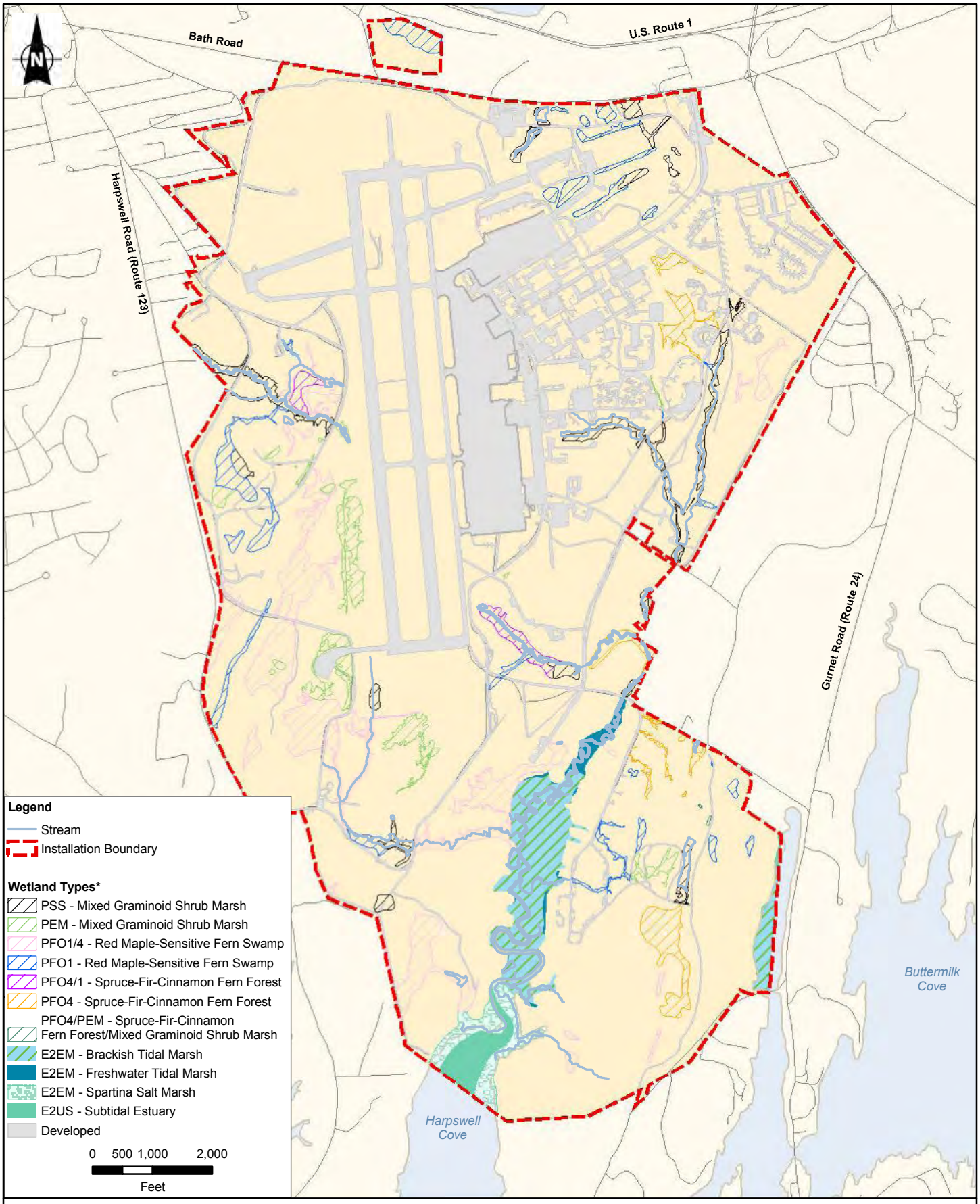
NAS Brunswick Property Boundary

Figure 2-5
Soils of NAS Brunswick
Brunswick, Maine

N

0 0.125 0.25 0.5
Miles

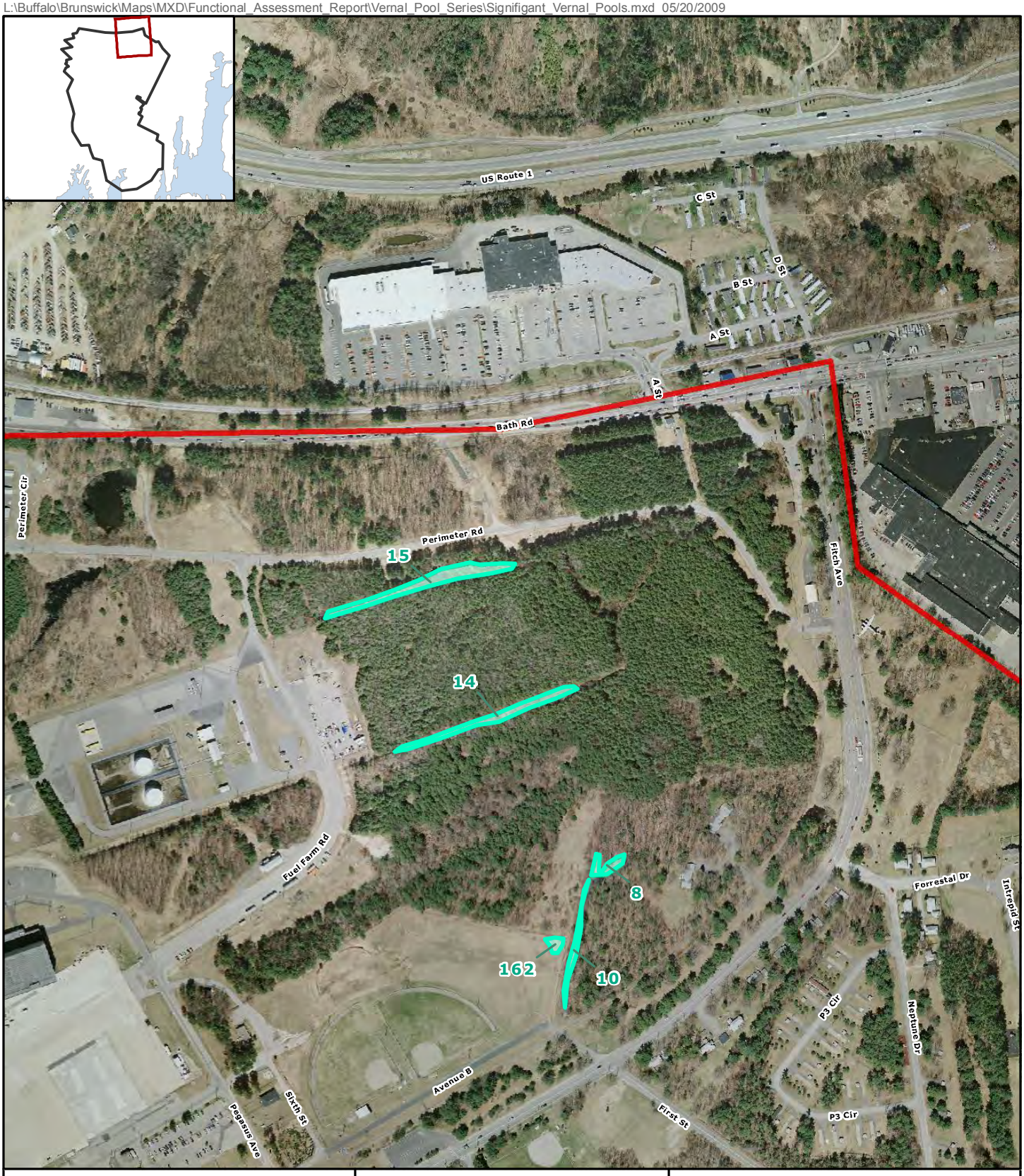
© Ecology & Environment, Inc. GIS Department Project #
LL:\Buffalo\Brunswick\Maps\MXD\DEIS\Draft\January2010\Chapter 3\Wetland Reconnaissance.mxd



*Wetland Classification based on Classification of Wetlands and Deepwater Habitats of the United States (Cowardin et al. 1979), Brandt 2010.

Figure 3.11-3
2008 Wetland Reconnaissance Survey Results
NAS Brunswick, Maine

© Ecology & Environment, Inc. GIS Department Project #
L:\Buffalo\Brunswick\Maps\MXD\Functional_Assessment_Report\Vernal_Pool_Series\Signifigant_Vernal_Pools.mxd 05/20/2009



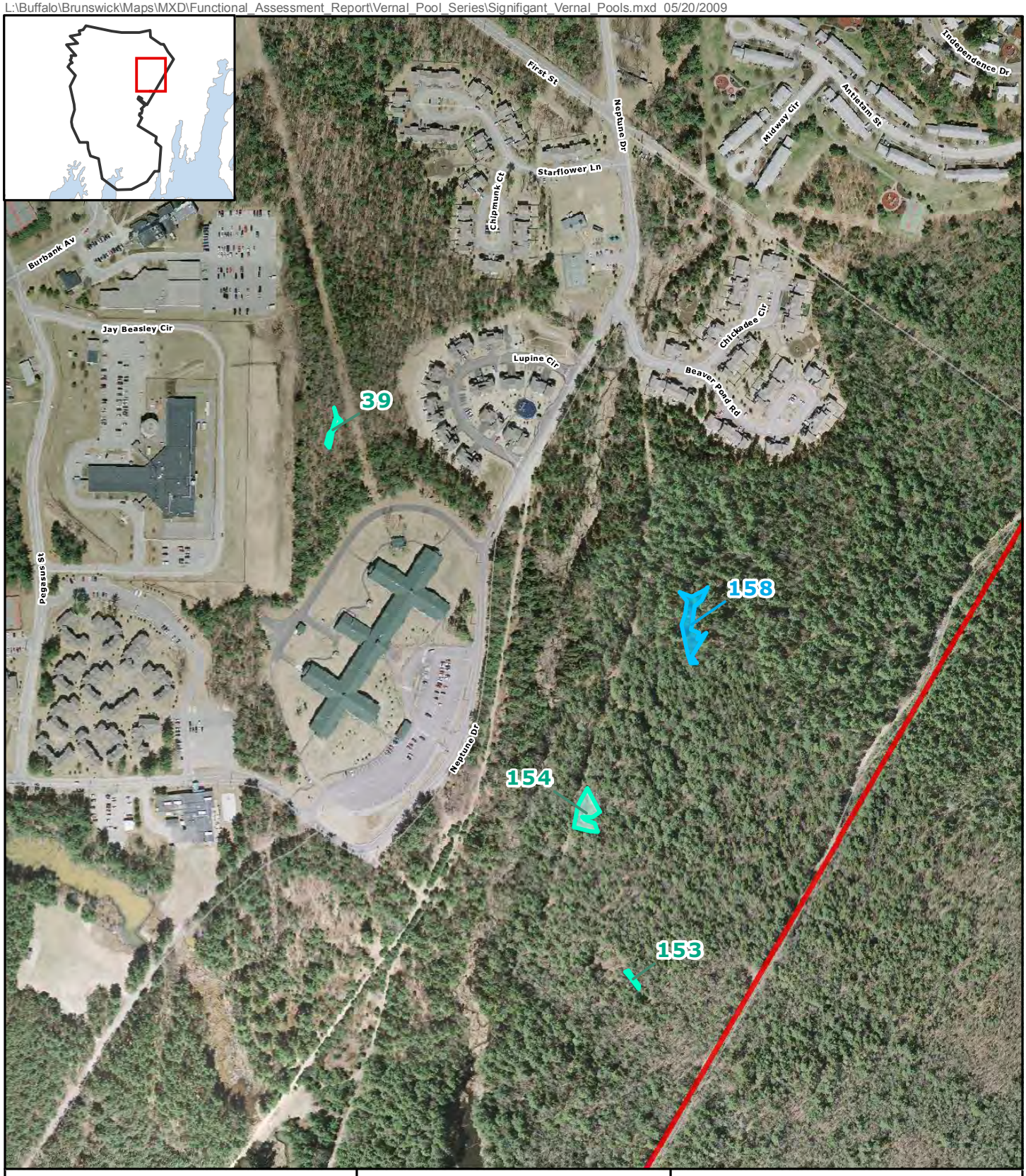
Vernal Pool
Significant Vernal Pool
NAS Brunswick Property Boundary

Figure 4-2
Significant Vernal Pools and Vernal Pools at NAS Brunswick Brunswick, Maine

N

0 250 500 1,000
Feet

© Ecology & Environment, Inc. GIS Department Project #
L:\Buffalo\Brunswick\Maps\MXD\Functional_Assessment_Report\Vernal_Pool_Series\Signifigant_Vernal_Pools.mxd 05/20/2009



Vernal Pool
Significant Vernal Pool
NAS Brunswick Property Boundary

Figure 4-3
Significant Vernal Pools and Vernal Pools at NAS Brunswick
Brunswick, Maine

N

0 250 500 1,000
Feet

APPROXIMATE SCALE

1000 0 1000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
BRUNSWICK, MAINE
CUMBERLAND COUNTY

PANEL 15 OF 35
(SEE MAP INDEX FOR PANELS NOT PRINTED)

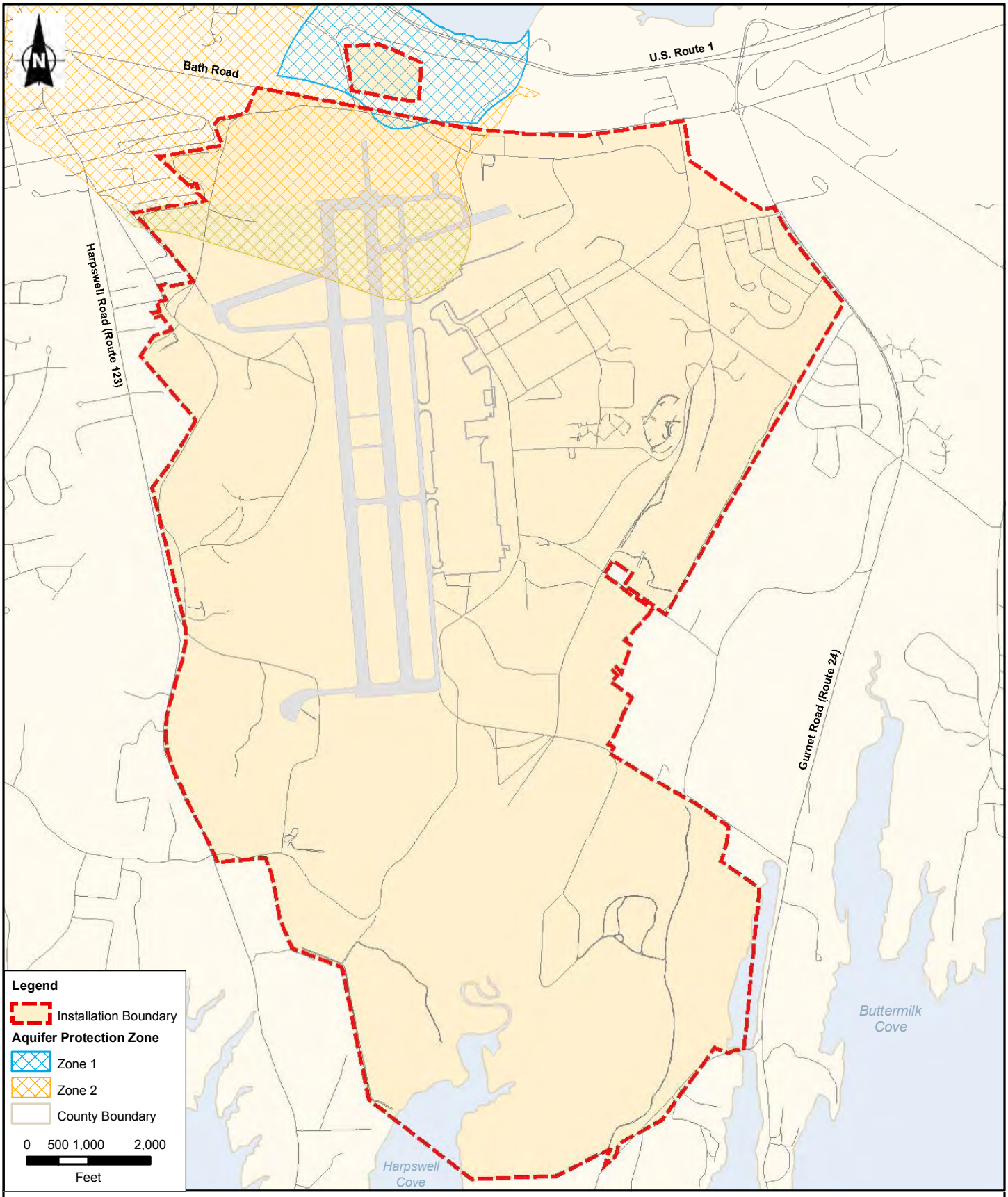
COMMUNITY-PANEL NUMBER
230042 0015 B

EFFECTIVE DATE:
JANUARY 3, 1986

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

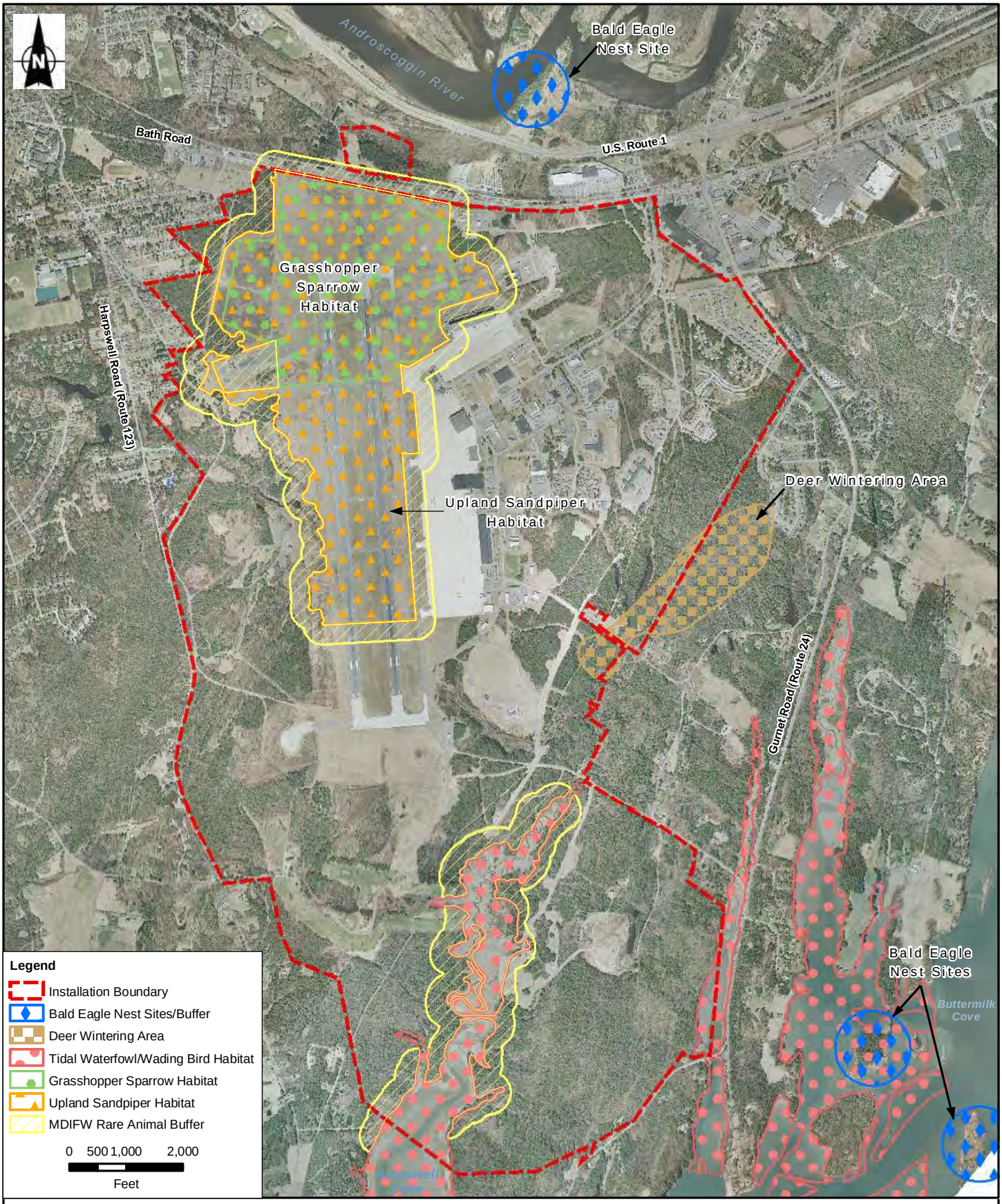
© Ecology & Environment, Inc. GIS Department Project #
\L:\Buffalo\Brunswick\Maps\MXD\DEIS\Draft\January_2010\Chapter 3\Aquifer Protection Zones.mxd



Source: Town of Brunswick 2009a.

Figure 3.11-1
Town of Brunswick Aquifer Protection Zones
NAS Brunswick, Maine

© Ecology & Environment, Inc. GIS Department Project #
\L:\Buffalo\Brunswick\Maps\MXD\DEIS\Draft\January2010\Chapter 3\MDIFW Wildlife Areas of NAS Brunswick.mxd



Source: Camuso 2009; Walker 2010a; Walker 2010b.

Figure 3.12-2
MDIFW Significant Wildlife Habitat
NAS Brunswick, Maine

Section 5

WRIGHT-PIERCE
Engineering a Better Environment

SECTION 5

SUBDIVISION PLAN

The proposed subdivision is shown on the accompanying plan entitled "Final Subdivision Plan, Brunswick Landing Subdivision – Phase 1, Brunswick Landing, Brunswick, Cumberland County, Maine," Sheets 1 through 7, dated December 17, 2012, revised January 7, 2013, by Wright-Pierce (Subdivision Plan) and Cover sheet, Existing Conditions Plan, and Overall Subdivision Plan. The Subdivision Plans are included in Appendix D.

The foundations of the Brunswick Landing Subdivision (Subdivision) are the existing street and road network and the existing buildings. The major existing streets have been used to provide access from Bath Road to the various proposed lots. As discussed in Section 8, Internal Street and Road Network of this application, right-of-way lines have been established at the existing internal streets with the expected level of service of each street having dictated the right-of-way width of the particular street. Where possible, the lots have been configured to include existing buildings and associated parking as well as to provide a variety of development opportunities and to conform to the applicable dimensional requirements of the Town of Brunswick Zoning Ordinance.

The Subdivision encompasses in part a portion of land controlled by the applicant and land under option by the applicant. Generally, the Subdivision is bounded on the north by Bath Road, on the east by a residential development that was formerly a part of Naval Air Station Brunswick (NASB) now owned by a private developer, on the south by a designated conservation area and by land slated to be acquired by the applicant in the future, and on the west by land designated as Airport Property that includes the airfield, associated structures and improvements.

The forty-three lots in the Subdivision range in size from approximately 0.75 acre to 65.75 acres. Within the perimeter of the Subdivision, are several parcels that were previously transferred or are in the process of being transferred to other entities. The entities include Family Focus Education, the Town of Brunswick and Maine Community College System and the Brunswick Executive Airport.

Currently, and for the near future, access to the Subdivision property from Bath Road is and will be via the main entrance to the former NASB in the northeasterly corner of the Subdivision. In the future, when traffic levels at Brunswick Landing rise and conditions warrant, a new entrance will be constructed opposite the Merry Meeting Plaza entrance. The subdivision plans reflect the reservation of a right of way to accommodate a new entrance in this location at such time as it may be warranted.

The Zoning District boundaries and designations shown on the Subdivision plan are taken from the Town of Brunswick Zoning Map.

Access and utilities to the lots in the Brunswick Landing development previously conveyed are subject to an agreement granting reciprocal easements for access and utilities.

Section 6

WRIGHT-PIERCE
Engineering a Better Environment

SECTION 6

STORMWATER MANAGEMENT

As no construction activities by the applicant are required as part of the development of the Brunswick Landing Subdivision - Phase 1, no changes or modifications to the existing stormwater collection system are proposed. The existing stormwater collection system has been developed over time by the U.S. Navy in connection with the expansion of the former military installation. Much of the information about the specifics of the existing system presented in this Section is taken from the Final Environmental Impact Statement for the Disposal and Reuse of Naval Air Station Brunswick, Maine, dated November 2010, published by the Department of the Navy (EIS), with direct quotes from the EIS presented herein by italicized text.

Prior to the decommissioning of the base, the Navy, in cooperation with the Maine Department of Environmental Protection (MDEP) and other regulatory agencies, developed a Storm Water Pollution Prevention Plan (SWPPP) to control stormwater discharges from the installation. The SWPPP identified sources of potential stormwater contamination and developed both structural and non-structural Best Management Practices (BMPs) that were to be implemented and made part of the stormwater collection system in an effort to mitigate and eliminate pollutants. As stated in the EIS, the structural BMPs include *erosion and sedimentation controls, oil/water separators, containment/retention structures, grass-lined swales, and leak detection systems. Non-structural BMPs include preventative maintenance practices, regular inspections, spill prevention and response, and procedures and practices for significant materials storage and handling.*

Generally, the Subdivision property is divided into four watersheds (see attached Fig. 1, Existing Stormwater Collection System, Brunswick Landing Subdivision, Phase 1, Brunswick, Maine, dated Dec. 2012 (Stormwater Plan) The areas noted below are for the entire watershed within Brunswick Landing and may include areas outside of the Phase 1 subdivision limits:

Watershed 1 – 83 acres, more or less, located in the northwesterly corner of the property, flows are directed under Bath Road to an unnamed stream and then to the Androscoggin River;

Watershed 2 – 100 acres, more or less, bounded northerly by Bath Road, includes three existing stormwater treatment ponds, labeled “Pond 1”, “Pond 2” and “Pond 3” on the Stormwater Plan, flows are directed under Bath Road through a combination of drainageways and streams to the Androscoggin River;

Watershed 3 – 60 acres, more or less, located in the northeasterly corner of the property, runoff flows generally northeasterly to a storm drain system located in the main entrance road to the property, then under the Bath Road to a drainageway connected to the Androscoggin River;

Watershed 4 – 616 acres, more or less, includes the heavily developed southerly portion of the Subdivision property, a portion of the airport facility and the undeveloped area along the southeasterly property boundary. Runoff from the developed portions of the site is collected by the existing stormwater collection system and is