



TOWN OF BRUNSWICK
STAFF REVIEW COMMITTEE

**STAFF REVIEW COMMITTEE
- AGENDA -
BRUNSWICK SCHOOL DEPARTMENT BUILDING
46 FEDERAL STREET, BRUNSWICK**

THURSDAY, JANUARY 16, 2014, 10:00 A.M.

1. **Case # 14-003 – Coastal Enterprises Institute, Inc., Professional Office Building:** The Committee will review and provide a recommendation to the Planning Board regarding a Sketch Plan application submitted by Coastal Enterprises Institute, Inc., regarding their proposal to redevelop the lots located at 28-30 Federal Street, including construction of a two-story 10,800 s.f. footprint (net 21,780 s.f.) professional office building with associated site improvements. (Assessor's Map U13, Lots 149 & 150, in the Town Center 1 (TC1) Zoning District.)
2. **Other Business**

This agenda is mailed to owners of property within 200 feet of proposed development sites. In cases where Committee action is pending this agenda serves as notice of same. In cases where the Committee's role is to advise the Planning Board, this agenda is mailed as a courtesy along with notice of the Planning Board meeting.

The Staff Review Committee meeting is open to the public. All are invited to attend. For further information call Anna Breinich at the Brunswick Department of Planning and Development (725-6660).



TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT
28 FEDERAL STREET
BRUNSWICK, ME 04011

ANNA BREINICH, AICP
DIRECTOR OF PLANNING & DEVELOPMENT

PHONE: 207-725-6660
FAX: 207-725-6663

MEMORANDUM

Department of Planning & Development

TO: The Staff Review Committee
FROM: Jeremy Doxsee, Town Planner
DATE: January 10, 2014
RE: Sketch Plan Review of Coastal Enterprises Institute, Inc., Professional Office Building

PROJECT SUMMARY

Staff reviewed the sketch plan application and determined that it is complete.

The project involves the redevelopment of two lots located at 28-30 Federal Street (Assessor's Map U13, Lots 149 & 150), including construction of a two-story 10,800 s.f. footprint (net 21,780 s.f.) professional office building with associated parking, landscaping, and site improvements in the Town Center 1 (TC1) Zoning District.

Utilities

The proposed development is within the town's Growth Area and will be serviced by the town's water and sewer system. It appears that the existing stormdrain lines that run underneath the lots are being kept in service.

Parking and Traffic

Ingress/Egress to the 65 space parking lot will be from entrances off of Bank and Center Streets. The existing curb cut on Bank Street will remain, and a new aligned curb cut will be installed on Center Street. The net floor area of approximately 21,780 s.f. (3 spaces per 1,000 s.f.) requires 65 spaces, which are shown on the plan. Fourteen of these spaces are located in the side parking lot, directly west of the proposed building. The plan shows a screen fence / masonry columns to buffer the parking from Federal Street. The site is not large enough to accommodate snow storage areas, so CEI plans on having snow plowed and carted off-site.

Generally, the professional office use is anticipated to be less intensive than the combined Town of Brunswick operations of past years (Town Hall, Recreation Department, Police Department), so modest reductions in local traffic and on-street parking are anticipated.

Town Center 1 Space and Bulk Standards

Standard / District	Cook's Corner Zoning District	X = meets standard
Minimum Lot Area	n/a	n/a
Maximum Density	n/a	n/a
Minimum Lot Width	n/a	n/a
Minimum Front Yard	n/a	n/a
Minimum Rear Yard	n/a	n/a
Minimum Side Yard	None	X
Maximum Impervious Surface Coverage	100%	X
Maximum Building Height	40 ft	X
Maximum Building Footprint per Structure	30,000 s.f.	X

Based on the materials submitted by the applicant the proposed project meets all dimensional and density standards for the TC1 Zoning District.

Staff notes that one of the access lanes for 20 Federal Street encroaches on the property of 28 Federal Street. CEI will notify the property owner of this encroachment to avoid any future claims of adverse possession, but will continue to permit use as a driveway.

Bicycle and Pedestrian Amenities

A pedestrian walkway from the parking lot to the building is shown on the plan, as is bicycle parking. The main entrance is accessed through the rear parking area; brick pavers or textured pavement are shown for the patio outside the main entrance and the two staff patios.

Natural Resource Constraints

There are no natural resource constraints on the subject parcel. Impervious surface coverage for the proposed development will be comparable to existing conditions. No significant wetlands, wildlife habitat or steep slopes exist on the property.

Landscaping

The sketch plan appears to show a mix of foundational plantings, shrubs, shade trees, screen fencing. A full landscaping plan will be provided with the final submission.

Demolition and Village Review Zone

Review of the demolition plan for existing buildings and for architectural plans for the new building will be done concurrently with the Final Plan submission. A Certificate of Appropriateness will be required for both.

Solid Waste

The Town does not provide solid waste pick-up for commercial properties in the growth area, so CEI will have to contract with a private carting service. The applicant is evaluating possible locations for a dumpster enclosure that would be minimally visible to customers and from the public ROW. The other option is storing cans in the basement.

Planning Board

Comments and recommendations by the Staff Review Committee will be forwarded to the Planning Board, for consideration at their January 28th meeting.

**MAJOR DEVELOPMENT REVIEW
SKETCH PLAN APPLICATION**

1. Project Name: CEI Central Office

2. Project Applicant

Name: CEI
Address: 36 Water St, PO Box 268
Wiscasset, ME 04578
Phone Number: 207-882-7552

3. Authorized Representative

Name: Priority Real Estate - David Latulippe
Address: 2 Main Street
Topsham, ME 04086
Phone Number: 207-865-4323

3. List of Design Consultants. Indicate the registration number, address and phone number
Of any engineer, surveyor, architect, landscape architect or planner used:

1. Ben Walters - CWS Architects
2. Will Conway - Sebago Techniques
3. Kevin Clark - Site Lines

5. Physical location of property being affected: 28 + 30 Federal Street

6. Lot Size: 1.07 acres

7. Zoning District: TC-1

8. Indicate the interest of the applicant in the property and abutting property. For example, is the applicant the owner of the property and abutting property? If not, who owns the property subject to this application? CEI has an agreement to purchase the property from Brunswick Development Corporation (attached)

9. Assessor's Tax Map U13 Lot Number 149 + 150 of subject property.

10. Brief description of proposed use: Professional Office Building - 10,800 s.f. footprint
2 story with a partial basement

11. Describe specific physical improvements to be done: The existing Brunswick Town Hall and Recreation building shall be demolished and replaced with a 2-story office building.

Owner Signature: _____

Applicant Signature (if different): _____

Required Attachments (by Applicant):

- Sketch Plan Check List
- Sketch Plan Requirements for Open Space Developments (if applicable)
- Request for Waivers (if applicable)
- Required Copies of Sketch Plan

Required Attachment (by Planning and Development Department):

- Listing of all owners of property within 200-foot radius of property under review.

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SKETCH PLAN REQUIREMENTS

Key: "O"= omit; "S"=submit; "NA"=not applicable; "W" = waiver; "P"=pending

Item	O	S	NA	W	P	Comments
Indicate Variances Granted			✓			
Indicate Special Permits			✓			
Indicate Special Exceptions			✓			
Date, north point, scale		✓				on Survey
Land area, existing use of the property, location of proposed development, locations reserved for future development		✓				on survey & sketch plan
Tentative rights-of-way locations, lot lines, lot numbers, lot areas		✓				on surveyed sketch plan
Estimated soil boundary locations from the Soil Conservation Service Medium Intensity Soil Survey noting areas of severe and very severe soil limitations		✓				Medium Intensity Soil Survey
Existing natural, topographical, and cultural features including areas of steep slopes, bedrock outcrops, ponds, streams, aquifers, and other water bodies, wetlands, groundwater recharge areas, slumps, flood hazard areas, trees, and other vegetation, excavation sites, stone walls, net site area, historic and archeological sites, structures, or districts, and any other pertinent features.		✓				on survey
Tentative locations of proposed structures, owners of existing structures, and neighboring land uses		✓				on sketch plan
Special conservation and recreation areas			✓			
Location map		✓				on survey
Zoning information, including the zoning district(s) in which the property is located and the location of any overlay zones depicted on the plan.		✓				on survey & sketch plan
Any conditions imposed by previous development on the site.			✓			
Other information Planning Board/Staff Review Committee deems necessary to conduct an informed review.						
Letter of consent signed by property owner authorizing the development review application in cases where applicant is not the owner of the property.		✓				Option to Purchase Agreement
Application Fee		✓				
For Open Space Developments, sketch plan design review requirements indicated in Section 308.1			✓			
Open Space Development: Request for Bonus Density			✓			

Major Development Review
Sketch Plan Application

Brunswick Planning Board

Applicant: Coastal Enterprises, Inc.
36 Water Street
Wiscasset, Maine 04578

Project Title: CEI Central Office
Project Address: 28 – 30 Federal Street
Brunswick, Maine
Tax Map/Lot: U13/149 & 150
Zone: Town Center 1 (TC-1)

Coastal Enterprises Inc. (CEI) is proposing to redevelop the Brunswick Town Hall and Brunswick Recreation Center for CEI's new central office building. The redevelopment project involves a new 2-story professional office building with an approximately 10,800 s.f. foot print and a 65 car landscaped parking lot.

The following is a detailed summary as to how the proposed CEI Central Office Building for 28 and 30 Federal Street meets or exceeds the Development Review Plan Standards of the Brunswick Zoning Ordinance.

501 Preservation of Natural Features and Net Site Area

The existing property is intensely developed with two large buildings and limited natural features. The primary natural feature is the Federal Street streetscape with mature trees and a sidewalk bordered by grass strips on each side. The mature trees and streetscape shall be preserved and enhanced.

There are no maximum density requirements in the Town Center-1 zone, so the net site area does not apply.

502 Flood Hazard Areas

The property is not in a Flood Hazard Area.

503 Steep Slopes & Embankments

The site is relatively flat and there are no steep slopes or embankments.

504 Storm Water Management

A Storm Water Management Plan in accordance with Stormwater Management for Maine: Best Practices shall be provided in the Final Plan submission.

505 Groundwater

The existing site is and the future site shall remain predominately impervious. The site will be serviced by a stormwater management system that will flow into the municipal system as it currently does.

506 Erosion and Sedimentation

A detailed Erosion and Sedimentation Control Plan in accordance with Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices shall be provided with the Final Plan submission.

507 Sewage Disposal

The property will be connected to the municipal sewerage system. A statement from the Superintendent of the Brunswick Sewer District stating whether capacity is available for the project shall be provided with the Final Plan submission.

508 Water System

The property will be connected to the public water supply. A statement from the Brunswick-Topsham Water District stating conditions under which the District will supply water and approval of the size and location of mains and valves proposed.

509 Community Facilities Impact Analysis

There are no community facility impacts anticipated.

510 Development Impact Fees

There are no municipal infrastructure improvements anticipated to support the project.

511 Development of New Streets

No new streets are proposed as part of the project.

512 Off-Street Parking

The Parking Requirement for Non-residential Use – office uses – is 3 spaces per 1,000 square feet of floor area. The occupied floor area is approximately 21,780 square feet which requires 65 on-site parking spaces. 65 parking spaces shall be provided which is sufficient to accommodate the proposed office use during a typical week.

The site plan has accommodated bicycle and pedestrian access and circulation with sidewalks around the majority of the building connected to the adjacent street sidewalks. Well-marked crosswalks and a bicycle rack near the entrance shall also be provided.

513 Curb Cuts and Highway Access

The site shall be access from single curb cuts on the two side streets, Center Street and Bank Street. The existing curb cut on Federal Street shall be eliminated.

514 Off Street Loading Requirement

The office building use does not require off street loading.

515 Appearance Assessment

The site is in the Village Review Overlay District. The applicant will be submitting a Village Review Board Certificate of Appropriateness Application. The Village Review Board's review and comments shall be incorporated into the Final Plan submission.

516 Building Configuration

The building has been configured to orient to the corner of Federal Street and Center Street. The building design shall incorporate windows and facades improvements designed to enhance the street orientation.

517 Preservation of Historic Resources

The site is in the Village Review Overlay District. The applicant will be submitting a Village Review Board Certificate of Appropriateness Application. The proposed demolition of the Town Hall building and the Recreation Center shall be reviewed by the Village Review Board.

518 Access for Person Persons with Disabilities

The site plan and building shall comply with the Americans with Disabilities Act..

519 Recreational Requirements for Residential Developments

Not applicable.

520 Fiscal Capacity

CEI shall be responsible for the development and construction of its new Central Office Building.

521 Performance Guarantee

There are no public infrastructure improvements anticipated as part of the project.

522 Home-owner/Property Owners Association

Not applicable.

524 Noise and Dust

Provisions will be made during demolition and construction to control noise and dust.

**OPTION TO PURCHASE REAL ESTATE AND UPON EXERCISE
CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE**

AGREEMENT DATED AS OF AUGUST 22nd, 2013, MADE BY AND BETWEEN **BRUNSWICK DEVELOPMENT CORPORATION**, a Maine Not-for-profit corporation, whose mailing address is 28 Federal Street, Brunswick, Maine 04011 (hereinafter called "**Seller**" or "**BDC**") and **COASTAL ENTERPRISES, INC.**, a Maine not-for-profit corporation with an address of 36 Water Street, P.O. Box 268, Wiscasset, Maine 04578 (hereinafter called the "**Purchaser**" or "**CEI**") for the option to acquire, and if such option is exercised, the purchase and sale of property known as 28 Federal Street and 30 Federal Street, Brunswick, Maine, County of Cumberland, State of Maine, described as follows: being the land and building described as the "**Town Hall**" property and also being a portion of that property described in a deed from Hilda E. Wigley to the Inhabitants of the Town of Brunswick dated April 13, 1960 and recorded in the Cumberland County Registry of Deeds in Book 2534, Page 18; deed from Alfred M. Guinard to The Inhabitants of the Town of Brunswick dated December 15, 1959 and recorded in said Registry of Deeds in Book 2518, Page 99; and deed from Joseph O. Pouillot to The Town of Brunswick dated June 15, 1977 and recorded in said Registry of Deeds in Book 4039, Page 206 as shown on Tax Map U13 as Lot 150 (the "**Town Hall Property**") and being the land and building described as the Town of Brunswick Recreation Center, and further and more fully described at the Cumberland County Registry of Deeds in deeds recorded at Book 855 Page 169 and Book 388 Page 369 (the "**Recreation Center Property**") and together with the **Town Hall Property** collectively the "**Property**", both of which parcels are presently owned by the **Town of Brunswick** a body politic and corporate with an address of 28 Federal Street, Brunswick, Maine 04011 (hereinafter called the "**Town**") upon the terms and conditions indicated below.

RECITALS:

- A. Town is the owner of a parcel of land located at 28 Federal Street in Brunswick, Maine, being the "Town Hall Property" and also being a portion of that property described in a deed from Hilda E. Wigley to the Inhabitants of the Town of Brunswick dated April 13, 1960 and recorded in the Cumberland County Registry of Deeds in Book 2534, Page 18; deed from Alfred M. Guinard to The Inhabitants of the Town of Brunswick dated December 15, 1959 and recorded in said Registry of Deeds in Book 2518, Page 99; and deed from Joseph O. Pouillot to The Town of Brunswick dated June 15, 1977 and recorded in said Registry of Deeds in Book 4039, Page 206 as shown on Tax Map U13 as Lot 150 (the "**Town Hall Property**").
- B. Town is also the owner of an adjacent parcel of land located at 30 Federal Street in Brunswick, Maine and being the land and building described as the Town of Brunswick Recreation Center, and further and more fully described at the Cumberland County Registry of Deeds in deeds recorded at Book 855 Page 169 and Book 388 Page 369 (the "**Recreation Center Property**")
- C. The Town Hall Property is the subject of an Agreement for the Exchange of Real Estate dated November 20, 2012 between BDC and the Town, as amended (the "**Town Hall Property Contract**"), which remains in full force and effect as of the date of this Agreement, and which calls for a closing on the sale of the Town Hall Property as of a date after Town has vacated the Town Hall Property. BDC has delivered to CEI a true and complete copy of the Town Hall Property Contract.
- D. The Recreation Center Property is the subject of Contract for the Sale of Commercial Real Estate dated August 22, 2013, 2013 between BDC and the Town (the "**Recreation Center Property Contract**"). BDC has delivered to CEI a true and complete copy of the Recreation Center Property Contract.
- E. This Contract contemplates closings on the Town Hall Property and the Recreation Center Property as between the Town and BDC which on the same day will be followed by the closings contemplated by this Contract in the event the option is exercised by CEI such that BDC shall take title to but not possession of either the Town Hall Property or the Recreation Center Property, title and possession to the Property passing immediately from the Town to BDC and then BDC to CEI.

AGREEMENT:

1. **THE OPTION:** BDC represents and warrants that it has the right to acquire from the Town the Town Hall Property pursuant to the Town Hall Property Contract and the Recreation Center Property pursuant to the Recreation Center Property Contract. In consideration of the payment of ~~██████~~ paid by CEI to BDC on the date hereof (the "**Option Fee**"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BDC hereby grants to CEI the option to purchase the Town Hall Property and the Recreation Center Property for an aggregate purchase price of ~~Three Hundred Thousand Dollars~~ ~~██████~~. CEI may exercise its option to purchase by delivering to BDC a written notice of exercise at any time between the Effective Date and February 3, 2014 (such time period, the "**Option Period**," and if CEI exercises its option during the Option Period, the period of time between the date of exercise and February 3, 2014, is the "**Title Review Period**"). In the event CEI does not exercise its option in accordance with the terms hereof, BDC shall retain the Option Fee as its sole and exclusive remedy.

Handwritten initials and signature

2. **PERSONAL PROPERTY:** The following items of personal property are included in this sale (if applicable): NONE. Town will have the right to remove and salvage any personal property, fixtures or other items from the Property prior to closing, and may do so without any obligation to repair or restore any damage caused by such removal and salvage unless Town is notified by BDC in writing prior to such removal or salvage efforts that the Property is not being razed after closing. CEI shall timely notify BDC if it should determine that it is not going to raze the Property. All fuel shall be removed from all tanks prior to closing and all utilities shall be turned off prior to closing.
3. **PURCHASE PRICE:** The total Purchase Price is ~~THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)~~ payable at closing. Payment shall be made as follows:
 - Purchase Price due at closing, in immediately-available funds: ~~\$300,000.00~~
4. **EARNEST MONEY/ACCEPTANCE:** N/A.
5. **TITLE:** On or before **February 3, 2014**, Purchaser shall notify Seller in writing (the "**Title Objection Notice**"), whether before or after its exercise of the option, of any matters affecting title to the Property that are objectionable to Purchaser in Purchaser's sole discretion ("**Title Defects**"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the Property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "**Permitted Encumbrance**"). Purchaser may deliver one or more Title Objection Notices during the Option Period and/or Title Review Period, as applicable. Within seven (7) days of Seller's receipt of a Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "**Title Cure Period**"), and the Closing Date shall be extended until five (5) days after the expiration of the last to occur of the Title Cure Periods. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the Property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the Property suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the Property subject to such uncured Title Defects and all other matters of record without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the Option Fee shall be returned to Purchaser and neither party shall have any further obligations under this Contract.
6. **DEED:** If Purchaser exercises the option, in return for payment in full of the purchase price, Seller shall convey the Property on the same date as the date of closing on the purchase and sale of the Town Hall Property (or such other date as the parties mutually agree to in writing) (the "**Closing Date**") to Purchaser by Maine Statutory Short-Form Quitclaim with Covenant Deed (the "**Deed**"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. The Closing Date is anticipated to take place on (i) April 1, 2014 or (ii) such earlier date as may be agreed upon by the parties. For the avoidance of doubt, the parties acknowledge that there may be a delay in the timing of the closing in the event that the Town Hall Property has not been vacated by the Town as of **April 1, 2014**. In any event, the outside date for the Closing Date shall be **May 31, 2014**, subject to further extension only upon the mutual agreement of the parties. It is a condition to Purchaser's obligations hereunder that title to the Property shall be free and clear of all leases, liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay (if applicable); and (iii) all Permitted Encumbrances.
7. **LEASES/TENANT SECURITY DEPOSITS:** N/A.
8. **POSSESSION/OCCUPANCY:** Possession/occupancy of the Property shall be given to Purchaser on the Closing Date, unless otherwise agreed by both parties in writing.
9. **RISK OF LOSS:** Until transfer of title, the risk of loss or damage to the Property by fire or otherwise is assumed by the owner (currently the Town) unless otherwise agreed in writing. The Property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear and subject to Town's rights to salvage and removal of personal property and fixtures from the Property. If the Property is materially damaged or destroyed prior to closing, Purchaser may either terminate this

Contract or close this transaction and accept the Property in its as-is condition together with an assignment of the Seller's (or Town's) right to any insurance proceeds (if any) relating thereto.

10. PRORATIONS: The following items shall be prorated as of the Closing Date:
- As applicable, Real Estate Taxes based on the municipality's tax year.
 - Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing;
 - Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine, to the extent transfer taxes are required to be paid under applicable law.
 - Other: (none, if nothing is filled in the following blank) _____.
11. DUE DILIGENCE: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges that Seller makes no representations or warranties whatsoever regarding the condition, permitted use or value of Seller's real or personal property. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's satisfaction with its investigations of the Property, (or that performed by CEI) which may, but without limitation, include survey, environmental assessment, engineering studies, wetlands or soils studies, zoning compliance or feasibility, and code compliance, no later than **February 3, 2014**. Purchaser and its agents shall be allowed access to the Property during the Option Period and/or Title Review Period, as applicable, to conduct its due diligence investigations. Seller agrees, and it shall cause the Town to cooperate with Purchaser in connection with the conduct of such due diligence investigations.

Notwithstanding anything to the contrary contained herein, other than as to risk of loss provisions, the transfer of the Property shall be, except as specifically provided herein in its then "as-is," "where-is" condition, without any representation or warranty whatsoever as to condition, defects (latent or patent), environmental contamination or freedom from same, habitability, usefulness for any purpose, profitability or value, apart from warranties of title and the other warranties expressly set forth in Section 26.a..

All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser (or CEI), Purchaser may declare this Contract null and void by notifying Seller in writing no later than **February 3, 2014**, and this Contract shall be considered terminated as of the Seller's receipt of said notice. If Purchaser does not notify Seller that Purchaser's investigations are unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigations(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the Property. Purchaser agrees to restore any disturbance to the Property caused by Purchaser's investigations.

The Seller shall provide to Purchaser monthly reports during the first week of each month during the Option Period or Title Review Period, as applicable, beginning with the week beginning September 30, 2013 which summarize the results of Seller's due diligence to date and describes in reasonable detail any matter resulting from such due diligence which Purchaser finds objectionable, provided that the failure to identify any such matter as objectionable shall in no way limit the right of CEI to terminate this Agreement in accordance with the terms hereof. In the event Purchaser terminates this Agreement, it shall make available to Seller, upon request of Seller, copies of all tests, investigations, reports or other matters obtained by Purchaser pursuant to its due diligence review pursuant to this Section 11, subject to such confidentiality, confirmation of Seller's inability to rely on the same and indemnity undertakings as CEI and/or the providers of such reports may require. If disclosure of such report involves additional costs to CEI, CEI shall advise BDC of the same and shall not be obligated to disclose such reports to BDC unless BDC reimburses CEI for such additional cost.

12. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: N/A
13. FINANCING: This transaction is subject to and conditioned upon Purchaser's ability to obtain or close on financing on terms satisfactory to Purchaser in its discretion. This financing contingency expires on **March 1, 2014**. In the event that Purchaser terminates this Contract based on this financing contingency, Purchaser may declare this Contract null and void by notifying Seller in writing no later than **March 1, 2014**, and this Contract shall be considered terminated as of the Seller's receipt of said notice. If Purchaser does not notify Seller that it has terminated this Contract within the the time period set forth above, this contingency is waived by Purchaser.
14. AGENCY DISCLOSURE: BDC and CEI represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction. CEI agrees to indemnify and hold harmless BDC from any claims made by any broker should its representation in this paragraph be false. BDC agrees to indemnify and hold harmless CEI from any claims made by any broker should its representation in this paragraph be false. The foregoing indemnities shall include all reasonable legal fees and costs incurred by the indemnified party in defense against any such claim.

TO BDC: Brunswick Development Corporation
Attn: Larissa Darcy, President
28 Federal Street
Brunswick, Maine 04011
Phone No. (207) 518-5679
Fax No. (207) 798-5577
Email address: ldarcy@thebankofmaine.com

WITH A COPY TO: Edgar S. Catlin III
49 Pleasant Street
Brunswick, ME 04011

Phone No. 207 725-0355
Fax No. 207-725-0340
Email address: edgar@catlinlaw.com

TO CEI: Coastal Enterprises, Inc
Attn: Ronald L. Phillips, President
36 Water Street, P.O. Box 268
Wiscasset, ME 04578
Phone No. (207) 882-7552
Fax No. (207) 882-7308
Email address: rlp@ceimaine.org

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Fax No. 207-772-3627
Email address: mhigh@dwmlaw.com

Either party may change its addresses or its Fax number for purposes of this subparagraph by giving the other party notice of the new addresses or Fax number in the manner described herein.

- c. Interpretation. This Agreement shall not be construed against any Party, and no consideration shall be given or presumption made, on the basis of which Party drafted this Agreement, or any particular provision hereof, or supplied the form of Agreement.

26. SPECIAL REPRESENTATIONS AND COVENANTS:

- a. Seller represents and warrants that (i) it has delivered to Purchaser true and complete copies of the Town Hall Property Contract and the Recreation Center Property Contract (the "**Town Contracts**"); (ii) the execution and delivery of this Agreement by Seller, and the performance of its obligations hereunder have been duly authorized and this Agreement is the valid and binding obligation of Seller; and (iii) to its knowledge after reasonable inquiry, the Town Contracts have been duly authorized and approved by the Town and are valid and binding obligations of the Town. Seller covenants and agrees not to cancel the Town Contracts without the prior written consent of Purchaser and to enforce the Town Contracts in accordance with their respective terms for the benefit of Purchaser unless otherwise agreed to in writing by the Purchaser.
- b. Purchaser represents and warrants that the execution and delivery of this Agreement by Purchaser, and the performance of its obligations hereunder have been duly authorized and this Agreement is the valid and binding obligation of Purchaser.

The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

IN WITNESS WHEREOF, BDC and CEI have executed this Contract as of the date first above written.

WITNESS:

BRUNSWICK DEVELOPMENT CORPORATION

James S. Faurneau
Print Name:
JOANNES. FAURNEAU

By: [Signature]
Print Name: Larissa Darcy
Its: President

WITNESS:

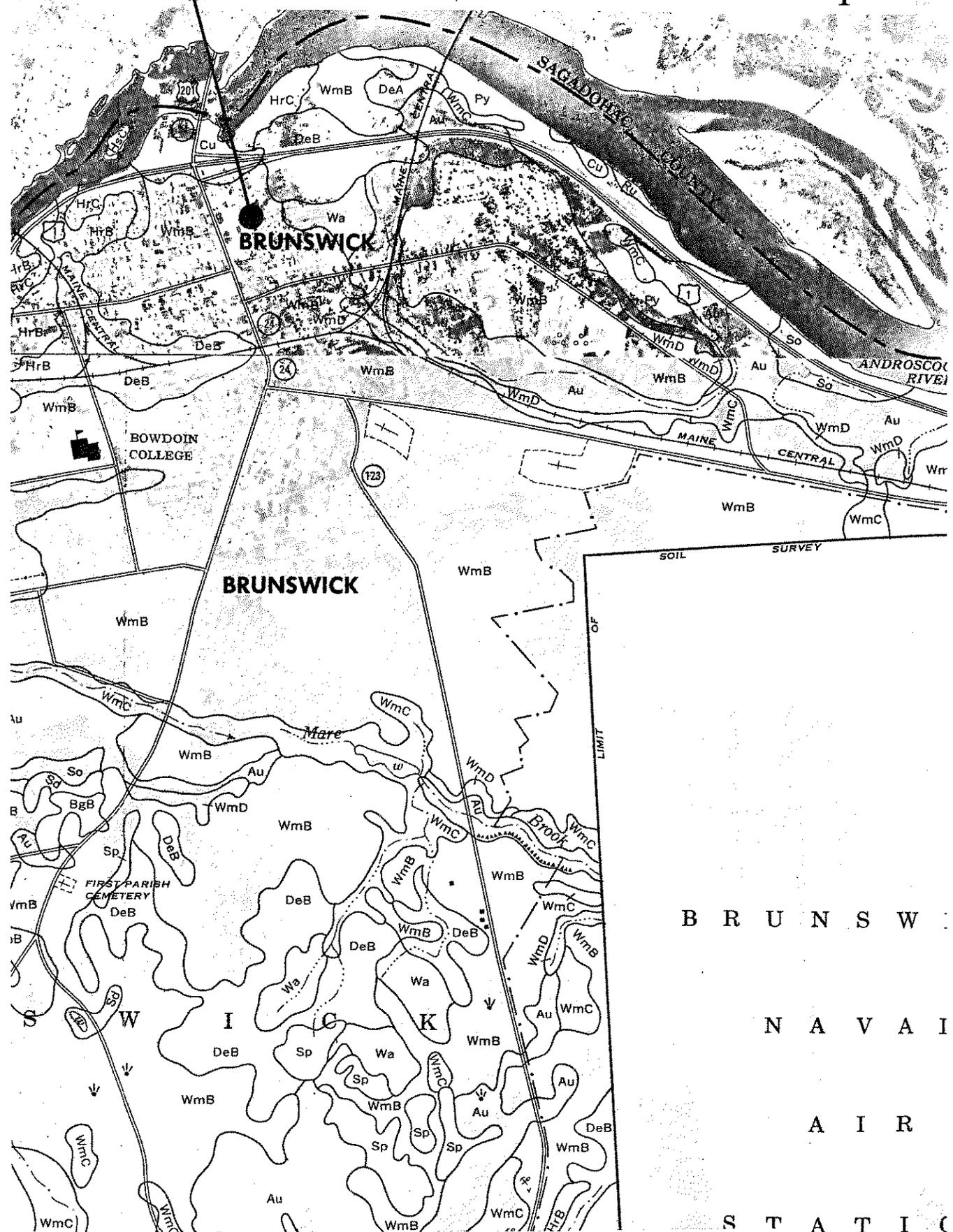
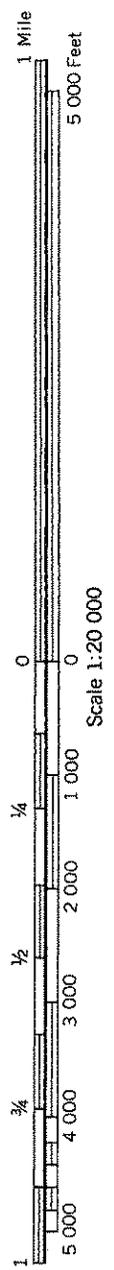
COASTAL ENTERPRISES, INC.

JOHN EGAN
Print Name:

By: [Signature]
Print Name: Ronald L. Phillips
Its: President

CEI Site (WmB Soil Group)

30



B R U N S W I C K
N A V A I
A I R
S T A T I C

Medium Intensity Soil Survey



Windsor Series

The Windsor series consists of deep, excessively drained, nearly level to strongly sloping, coarse-textured soils. These soils formed in glacial outwash deposits. They are on terraces adjacent to many streams and rivers throughout the county.

A representative profile of a Windsor soil in a cultivated area has a surface layer of dark-brown loamy sand 6 inches thick. The upper 9 inches of the subsoil is brown, very friable loamy sand, and the lower 11 inches of the subsoil is light olive-brown, loose loamy sand. The substratum, at a depth of 26 inches, is pale-yellow, loose medium sand.

Permeability is rapid or very rapid in these soils, and available water capacity is low. Depth to bedrock is 5 feet or more.

Many areas of Windsor soils were formerly cultivated, but they are now wooded. Common species are northern hardwoods, white pine, red pine, and eastern hemlock.

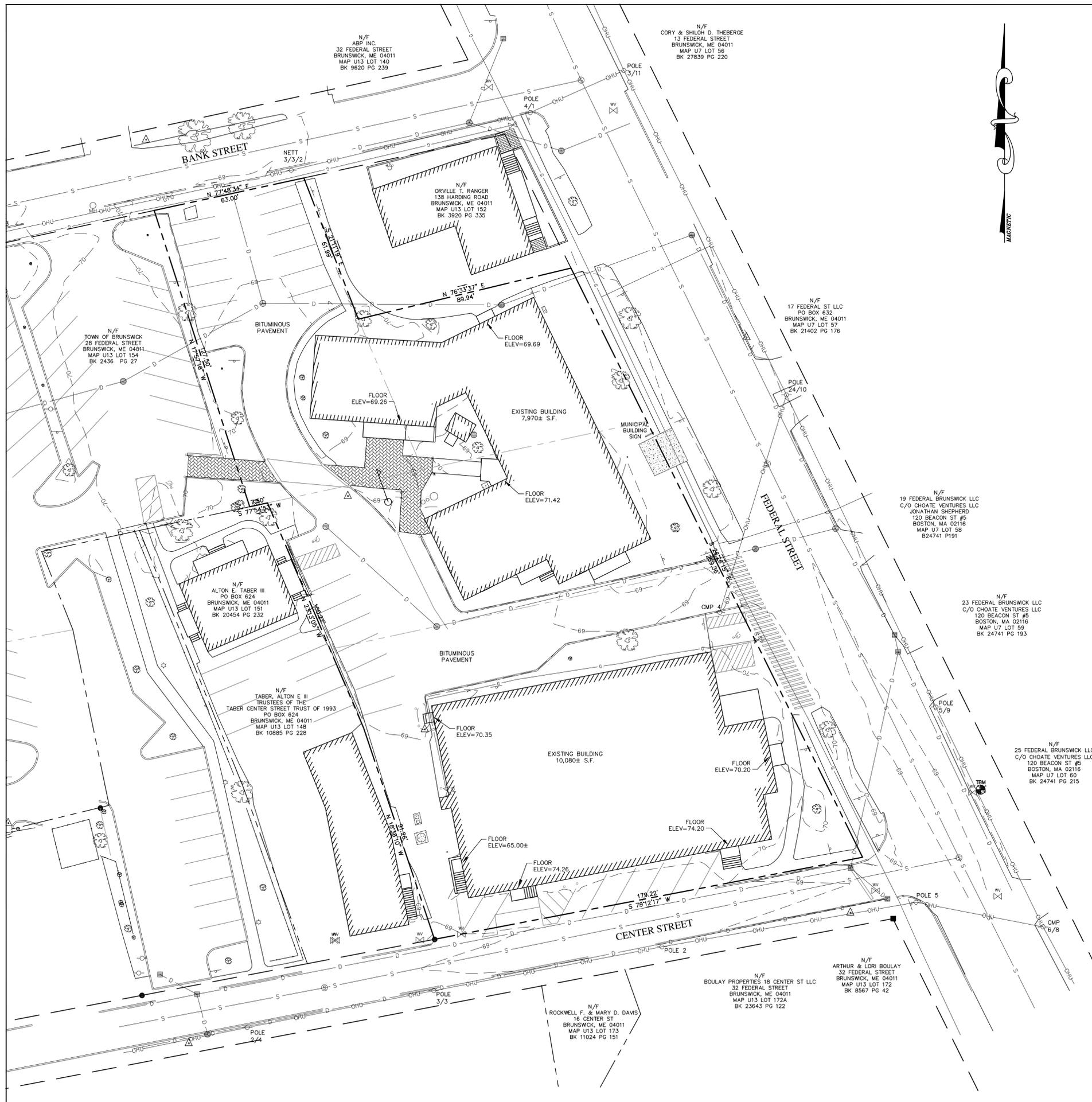
Representative profile of Windsor loamy sand, 0 to 8 percent slopes, 0.25 mile south of the Gorham-Scarboro town line on the south side of Burnham Road in Scarborough Township:

- Ap—0 to 6 inches, dark-brown (10YR 3/3) loamy sand; weak, medium, granular structure; very friable when moist; many roots; strongly acid; abrupt, smooth boundary.
- B21—6 to 15 inches, brown (10YR 5/3) loamy sand; weak, fine, granular structure; very friable when moist; a few roots; strongly acid; gradual, wavy boundary.
- B22—15 to 26 inches, light olive-brown (2.5Y 5/6) loamy sand; single grain; loose when moist; a few roots in upper 4 inches; strongly acid; gradual, wavy boundary.
- C—26 to 60 inches, pale-yellow (2.5Y 7/4) medium sand; single grain; loose when moist; strongly acid.

Windsor loamy sand, 0 to 8 percent slopes (WmB).—
This soil has the profile described as representative of the series. It is on the top of terraces adjacent to streams and rivers. Runoff is slow. Included in mapping are small areas of Hinckley, Deerfield, and Au Gres soils. Also included are small areas of soils that have thin lenses of clay.

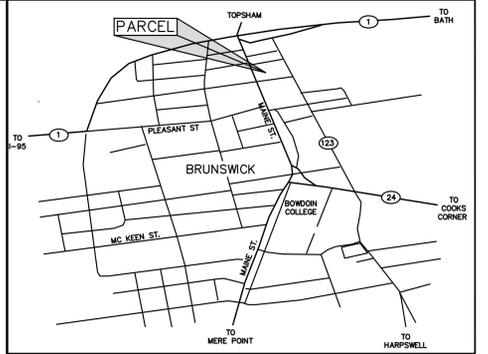
This Windsor soil can be used for row crops, pasture, and hay, and as woodland. For row crops, irrigation is needed because of low available water capacity. Low available water capacity also limits the use of this soil for hay and pasture. This soil does respond well to fertilizer.

For woodland use, white pine and red pine are suitable for planting, but seedling mortality is severe. This soil has slight limitations for use as homesites that have public sewage disposal. Because of possible ground-water contamination from septic effluent, this soil has moderate limitations for use as homesites where septic tank systems must be installed. This soil has slight limitations for use as wilderness tent sites. Capability unit IIIs-5; woodland group 5s1; wildlife group 5.



LEGEND

■	MONUMENT FOUND
●	IRON MARKER FOUND
○	5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
---	BOUNDARY LINE OF SURVEYED PARCEL
---	BOUNDARY LINE OF ABUTTERS (APPROX.)
---	ROAD RIGHT OF WAY LINE (APPROX.)
---	COMPUTATIONAL TIE LINE
---	STONE WALL (APPROX.)
---	EDGE OF TRAVELED WAY
---	UTILITY LINE
---	UTILITY POLE WITH NUMBER
---	IRON PIPE FOUND
---	IRON ROD FOUND
---	DRILL HOLE
△	ARBITRARY TRAVERSE POINT WITH NUMBER
△	12, 1001
---	BK 10674, PG 197
---	PB 195, PG 130
---	R/W
---	N/F
---	AC.
---	±
---	⊙
---	⊛
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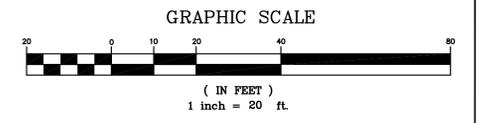
LOCATION MAP
NOT TO SCALE

- NOTES:**
- TITLE REFERENCE FOR SURVEYED PARCEL:**
BK 865 PG 169, BK 2518 PG 97, BK 2534 PG 18 & BK 4039 PG 206
 - PLAN REFERENCE(S):**
 - (a.) "PLAN OF PROPERTY OF CECILE D. RAYMOND", DATED APRIL, 1945, BY E.F. POOLER, RECORDED IN PB 31, PG 32.
 - (b.) "STANDARD BOUNDARY SURVEY - TONTINE MALL", DATED JULY 18, 1990, BY TITCOMB ASSOCIATES, APPARENTLY NOT RECORDED.
 - (c.) "PLAN OF PROPERTY TO BE CONVEYED BY DR. CHARLES W. PETTINGILL TO KARL M. BORK" ON CENTER STREET BRUNSWICK, MAINE, RECORDED IN PB 108, PG 8.
 - (d.) PLAN ENTITLED, "ESTATE OF EMERY BOOKER - CENTER STREET, BRUNSWICK", DATED 11-19-82, BY BABIDGE, RECORDED IN PB 136, PG 25.
 - (e.) PLAN OF PROPERTY TO BE CONVEYED BY EMERY W. BOOKER, TRUSTEE, TO SIATRAS ON MAINE + CENTER STREETS", DATED 11-19-79, BY BABIDGE, RECORDED IN PB 126, PG 24.
 - (f.) "PLAN OF LAND OWNED BY DR. CHARLES W. PETTINGILL, D.D.S", DATED 11-8-66, BY BABIDGE, RECORDED IN PB 72, PG 12.
 - (g.) PLAN ENTITLED, "PROPERTY OF REGINALD C. GORDON, BRUNSWICK", BY WRIGHT & PIERCE, RECORDED IN PB 53, PG 37.
 - (h.) "STANDARD BOUNDARY SURVEY SHOWING A PORTION OF LAND OF TOWN OF BRUNSWICK", DATED 3-11-96, BY R.M. SPIVEY, RECORDED IN PB 196 PG 88.
 - AREA INFORMATION:**
46,622 S.F. OR 1.07 ACRES
 - TAX MAP REFERENCE:**
TAX MAP U13, LOT 149 & 150.
 - BASIS OF BEARINGS:**
BEARINGS ARE GRID NORTH, MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83.
 - ROAD INFORMATION:**
FEDERAL STREET R/W WIDTH IS 66 FEET PER TOWN AND COUNTY RECORDS (SEE TOWN RECORDS VOL. 1, PG 183). LOCATION IS BASED ON PLAN IN NOTE 2(h) ABOVE, AND INFORMATION ON OTHER PLANS REFERENCED.

CUMBERLAND COUNTY REGISTRY OF DEEDS:
RECEIVED _____
AT _____ HRS _____ MIN _____ M, AND
FILED IN PLAN BOOK _____ PAGE _____
ATTESTED: _____ REGISTER

SURVEYOR'S CERTIFICATION:
THE PREPARER HEREBY CERTIFIES THAT THIS SURVEY HAS BEEN UNDERTAKEN IN CONFORMANCE WITH THE RULES SET FORTH BY THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, DATED APRIL 1, 2001, FOR A BOUNDARY SURVEY.

SITELINES, PA
BRUCE W. MARTINSON, PLS #2137
DATE _____
BRUCE W. MARTINSON, PLS #2137



BOUNDARY & TOPOGRAPHIC SURVEY of Land of		
TOWN OF BRUNSWICK, MAINE (OWNER) 28 FEDERAL STREET - BRUNSWICK, MAINE 04011		
PREPARED FOR: COASTAL ENTERPRISES, INC. (CEI) 36 WATER STREET - WISCASSET, MAINE 04578		
SITELINES, PA ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS 8 CUMBERLAND STREET, BRUNSWICK, ME 04011 207.725.1200 www.sitelinespa.com		
FIELD WK: MC/CJH	SCALE: 1"=20'	SHEET:
DRN BY: RJL/JJM	JOB #: 2402	1
CHD BY: KPC	MAP/LOT: U13/149,150	
DATE: 10/24/13	FILE: 2402 SV	

CEI Corporate Offices

CENTER STREET * BRUNSWICK

CWS ARCHITECTS

SEBAGO TECHNICS, INC.

TOWN CENTER ZONING DISTRICT TC-1

VILLAGE REVIEW ZONE VRZ

- Min. Lot Area - N/A
- Max. Density - N/A
- Min. Lot Width - N/A
- Min. Front Yard - N/A
- Min. Rear Yard - N/A
- Min. Side Yard - N/A
- Max. Impervious Cover - 100% (80% Proposed)
- Max. Building Height - 40 Ft. (31 Ft. Proposed)
- Max. Building Footprint - 30,000 SF (10,800 SF Proposed)
- Parking Required 3 sp./1000sf=65 spaces (65 spaces proposed)

Plan Scale 1"=10'-0"



Mature Street Trees to Remain on Federal Street

FEDERAL STREET

Screen Fence/ Masonry Columns

Paving Encroachment to Remain

Two Story Building
21,780 SF

65 Total Parking Spaces

Path To Municipal Lot/ Main Street

CEI Signage
Arborvitae Screen

ROCKWELL F. N/F
& MARY D. DAVIS
16 CENTER ST
BRUNSWICK, ME 04011
MAP U13 LOT 173
BK 11024 PG 151

BOULAY PROPERTIES 18
N/F
32 FEDERAL ST
BRUNSWICK, ME 04011