



**TOWN OF BRUNSWICK**

**PLANNING BOARD**

85 UNION STREET  
BRUNSWICK, ME 04011

**PLANNING BOARD**

**AGENDA**

**BRUNSWICK TOWN HALL**

**COUNCIL CHAMBERS**

**85 UNION STREET**

**TUESDAY, MARCH 10, 2015, 7 P.M.**

1. **Case # 15-006 Avita Assisted Living Facility:** The Board will review and take action on a Sketch Major Review application submitted by the Sandy River Company, for construction of a single story 45,408 sf assisted living facility, two parking areas totaling 65 spaces, and associated site improvements on two lots totaling 13.64 acres. The site will be accessed from Admiral Fitch Avenue and is located in the BNAS Reuse Zoning District - Community Mixed Use Land Use Subdistrict. A boundary expansion to the existing Common Development Plan area to include this development has been filed and will be acted upon by the Planning Board on March 3, 2015. Assessor's Map 40, Lots 50 & 82.
2. **Zoning Ordinance Rewrite Committee (ZORC) Update**
3. **Approval of Minutes**  
  
January 13, 2015 *Draft 2*
4. **Other Business**
5. **Adjourn**

This agenda is mailed to owners of property within 200 feet of the above referenced development proposals as well as others upon request. It is the practice of the Planning Board to allow public comment on development review applications and all are invited to attend and participate.

Please call the Brunswick Department of Planning and Development (725-6660) with questions or comments. Individuals needing auxiliary aids for effective communications please call 725-6659 or TDD 725-5521. This meeting will be televised.



# TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT  
85 UNION STREET, SUITE 216  
BRUNSWICK, ME 04011

ANNA BREINICH, FAICP  
DIRECTOR OF PLANNING & DEVELOPMENT

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

## MEMORANDUM

---

TO: Brunswick Planning Board  
FROM: Anna Breinich, Director of Planning and Development  
DATE: March 5, 2015  
RE: Sketch Plan Review of Avita Assisted Living Facility, Brunswick Landing

---

### PROJECT SUMMARY

Staff has reviewed the sketch plan application and determined that it is complete. The Staff Review Committee reviewed the sketch plan application at their February 25, 2015 meeting – meeting notes are attached.

The project involves the redevelopment of two parcels by the Sandy River Company, totaling 13.64 acres within Brunswick Landing, bound by Admiral Fitch Avenue, Neptune Drive and Anchor Drive (Assessor's Map 40, Lots 50 and 82), formally the site of military housing/mobile home park. The proposed development includes the construction of a single-story 45,408 s.f. footprint assisted living facility, two parking areas totaling 65 spaces and associated site improvements in the BNAS Reuse Zoning District – Community Mixed Use Land Use Subdistrict (R-CMU). The parcels are also located within the area covered by the approved Brunswick Landing Common Development Plan.

### Utilities

The proposed development is within the town's Growth Area and will be serviced by MRRA's private water, sewer and stormwater systems.

### Parking and Traffic

Access to the 3 parking lots will be from an entrance drive traversing Lot 50, fronting on Admiral Fitch Avenue. The proposed number of spaces is acceptable to staff as the current zoning ordinance does not have a specific parking requirement for this use.

During Staff Review Committee discussion, a request was made to install an emergency access point from Anchor or Neptune Drives with a locked gate, to minimize the potential of conflicts between on-site traffic and emergency vehicles. It was also suggested that the applicant consider the use of mountable curbing for the center island roundabout for larger emergency response vehicles and deliveries.

## Brunswick Landing Common Development Plan Dimensional and Density Standards

Standard	BL CDP	X = meets standard
Maximum Lot Area	None	n/a
Maximum Density	24 du/acre	n/a
Minimum Lot Width	None	n/a
Minimum Building Frontage	None	n/a
Maximum Building Frontage	None	n/a
Minimum Front Yard <sup>1</sup>	15 feet	X
Maximum Front Yard <sup>2</sup>	50 feet	n/a
Minimum Rear Yard	0 feet	n/a
Minimum Side Yard	0 feet	n/a
Maximum Impervious Surface Coverage	100%	X
Minimum Building Height	1 story	X
Maximum Building Height	4 stories or 50 feet	X
Maximum Building Footprint per Structure <sup>3</sup>	20,000 s.f.	n/a
Maximum Building Footprint per Structure <sup>4</sup>	50,000 s.f.	X

<sup>1</sup>Setback must include landscaping and shall not include parking.

<sup>2</sup>Applies to lots fronting Admiral Fitch Avenue and Pegasus Street only.

<sup>3</sup>Applies to lots fronting Bath Road, Admiral Fitch Avenue and Pegasus Street.

<sup>4</sup>Applies to back lots not fronting Bath Road, Admiral Fitch Avenue and Pegasus Street.

Based on the materials submitted by the applicant, the proposed project, located on Lot 82, meets all dimensional and density standards established by the Brunswick Landing Common Development Plan. No additional development is proposed for Lot 50 with the exception of the entrance drive to the facility.

### Common Development Plan Criteria

The proposed development shall meet the design criteria as set forth in the as amended and approved common development plan findings of fact and conditions of approval for Brunswick Landing and attached. Such design criteria addresses building design and location, private or public amenities and common vehicular and pedestrian circulation systems to enhance the development's pedestrian friendly environment, as well as the common themes in landscaping, lighting and signs.

### Solid Waste

The Town does not provide solid waste pick-up for commercial properties in the growth area. A private trash hauler will be contracted and trash dumpsters shall be located onsite.

### Recreation Requirements

The applicant shall contact the Parks and Recreation Department Director to be placed on a Recreation Commission agenda to discuss and determine recreation requirements prior to final plan review.

**DRAFT MOTIONS  
AVITA ASSISTED LIVING FACILITY  
CASE NUMBER 15-006**

**Motion 1.** That the Board deems the Sketch Plan to be complete.

**Motion 2.** That the Board approves the Sketch Plan.

**APPROVED FINDINGS OF FACT**  
**Amendment to a Major Development Review**  
**Final Common Development Plan**  
**Planning Board Approval: March 3, 2015**

**Project Name:** Common Development Plan at Brunswick Landing  
**Address:** NA  
**Case Number:** 15-007  
**Tax Map:** Assessor's Map 40, Lots 1, 10, 16, 32, 34, 37, 48, 50, 52, 52, 72, 76, 84, &103.  
**Zoning:** Located in the BNAS Reuse District in the CMU Land Use District  
**Applicant:** **Midcoast Regional Redevelopment Authority (MRRRA)**  
2 Pegasus Drive #1-200  
Brunswick, Maine 04011  
**Priority Real Estate Group**  
2 Main Street  
Topsham, ME 04086

**Authorized**

**Representative:** Steve Levesque, Executive Director, MRRRA

*Staff reviewed the application and has made a determination of completeness.*

**PROJECT SUMMARY**

Staff review is based on the following application materials:

- Amended Common Development Plan letter from MRRRA, dated February 3, 2015.
- Drawing entitled "Common Development Plan Amendment #1", undated.
- Untitled drawing of enlarged CDP showing approximate building footprint, undated.

The applicant is requesting an amendment to the previously approved (July 2014) Common Development Plan (CDP) containing 14 lots with frontage on Bath Road, Admiral Fitch Avenue, and Pegasus Street at Brunswick Landing. The applicant is seeking to include a 15<sup>th</sup> parcel within the CDP boundary - Lot 32 of the approved Brunswick Landing Subdivision Plan. This amendment is in advance of a development application for Lot 32 for an assisted living facility.

In addition, the applicant is seeking to amend the accompanying Dimensional Standard table to allow for a maximum building footprint per structure of 50,000 sf, applicable only to rear/interior lots that don't have frontage on Bath Road, Admiral Fitch Avenue, and Pegasus Street (see footnote #4 on the attached, amended Dimensional Table).

This requested amendment does not replace the approved CDP “master plan”; rather it would be an addendum to it. Accordingly, all previously approved waivers and conditions of approval would remain as part of the July 22<sup>nd</sup>, 2014 approval. That approval has been attached hereto.

## **Review Standards from Section 413 of the Town of Brunswick Zoning Ordinance**

### **413.1 Criteria for Designation as a Common Development Plan**

In reviewing a proposal for a project to be designated as a common development plan, the Planning Board shall find that all of the following criteria will be met:

- A. All buildings and structures shall be part of, and consistent with, a common pattern of development. In the case of a single building on an individual lot, the proposed building shall be consistent with the pattern of development on surrounding lots. The relationship of the buildings to public and private streets and to parking areas shall result in a unified pattern.

*Lot 32 does not front Admiral Fitch Avenue, but rather is accessed by way of a private drive through Lot 30. The building’s footprint is proposed to be segmented, so that it will not appear as monolithic. Overall, the relationship of the building and private drive to adjacent lots will contribute to the CDP’s cohesive, unified development pattern. The rear lot boundaries along Neptune and Anchor Drives are adjacent to the Residential Land Use District, which has no maximum building footprint restriction. **The Board finds that the provisions of Section 413.1.A are satisfied.***

- B. The development shall incorporate private or public amenities that enhance the development’s pedestrian friendly environment.

*As originally approved, internally, the CDP will provide pedestrian connections between buildings, parking areas, and outdoor focal points – such as the existing static airplane on Lot 7A, new gazebos, landscaped areas, and benches. Each site shall provide a cross walk or direct connection to existing and new sidewalks. Bicycle racks will be provided at each building and a bicycle rest/repair station will be provided as part of the proposed development of Lot 6. As indicated, exterior benches and bicycle racks shall be of consistent materials and colors. There is a 4 foot-wide sidewalk on the west side of Admiral Fitch Avenue that runs to Pegasus Street. A 4 foot-wide sidewalk begins on the east side of Admiral Fitch Avenue, after Forrestal Drive, and continues to Pegasus Street. Existing sidewalks will be preserved. New sidewalks shall be provided on Pegasus Street consistent in width and materials of existing sidewalks.*

*As the proposed assisted living facility will have clients that need to be maintained in a secured environment, public access to and from the site will be restricted. As such, this lot may have less public access and fewer public amenities than other lots. **The Board finds that the provisions of Section 413.1.B are satisfied.***

- C. There shall be common vehicular and pedestrian circulation systems that create a pedestrian friendly environment for the entire development and that integrate the individual buildings into an overall pattern.

*As originally approved, each site shall provide a cross walk or direct connection to existing and new sidewalks. An existing bicycling/walking path exists on the former rail bed lying west of Admiral Fitch Drive. This path will be preserved by easement for continued use. Depending on individual site developments for Lots 8, 9, 10, 11, 12 and 14, re-location of the path may be necessary. There is a 4 foot-wide sidewalk on the west side of Admiral Fitch Avenue that runs to Pegasus Street. A 4 foot-wide sidewalk begins on the east side of Admiral Fitch Avenue, after Forrestal Drive, and continues to Pegasus Street.*

*To the extent possible, Lot 32 will integrate the design of the building and site into the overall pattern of the CDP, and will make accommodations for pedestrian connectivity; however given that the proposed use is a residential care facility for Alzheimer's patients, the site will need to have a secure perimeter so that residents cannot inadvertently wander off site. Integrating the needs of access and connectivity with perimeter security will be done during development review.*

***The Board finds that the provisions of Section 413.1.C are satisfied.***

- D. There shall be an overall design theme or treatment of site improvements including lighting, signs, paving, site furniture, and landscaping.

*The design theme or treatment of site improvements for Lot 32 shall conform to those contained within the originally approved CDP, repeated below.*

*Landscaping*

*A repeatable streetscape theme will be located between all buildings and streets. This will include grasses and shrubs for varying color, and maintenance of existing street trees.*

*The landscaping will focus on four main areas: The first is the space between the buildings and streets. A landscape pattern/theme coordinated between the various parcels will provide four season interest.*

*The second focus area will be the building foundation planting and entrances, which will have a more detailed and refined landscape consisting of a variety of plants providing color and year round interest.*

*The third focus area is the parking lot where low maintenance shade trees and flowering ornamental trees will be used to break up the visual expanse of pavement and provide shade in the summer months.*

*The fourth focus area is the general landscape, which is comprised of lawn areas, stormwater areas, and street entrances. Low maintenance planting will be used to provide small park areas for employees and visitors to relax and gather. These plantings will visually enhance street entrances and assist in stormwater management.*

*Lighting*

*Site lighting will be via pole and building mounted cut-off luminaires with LED fixtures. Bronze pole heights will be appropriately scaled, and fixtures will be consistent throughout the CDP.*

Signs

*Ground lighted monument signs will be provided along the frontage of individual development lots. The base of these monument signs will be of natural stone or natural stone veneer with non-modular ashlar layout. The signs will have granite posts and will be painted wood and/or composite material, having a maximum height of 8 feet and a maximum width of 6 feet. Business identification signs for Lot 5 shall be compatible in design and type to those located within the CDP, monument in type and may be back-lit. The specific size shall be determined during development review.*

***The Board finds that the provisions of Section 413.1.D are satisfied.***

- E. If the project is located in the CC District, the development will conform to the Cook's Corner Design Standards relating to common development plans. ***NA - the Board finds that the provisions of Section 413.1.E are satisfied.***

**Additional Review Criteria for CDP located within BNAS Reuse District:**

**A-III.7 Dimensional and Density Table for the Land Use Districts  
(Footnote <sup>1</sup> – Removing all dimensional and density standards for CDP)**

If the Common Development Plan is located within the BNAS Reuse District, the dimensional and density standards will be approved by the Planning Board and applied specific to the CDP area. ***The Board approves the dimensional and density standards as amended and finds that the provisions of Section A-III.7 are satisfied. Such standards shall be placed on the common development plan.***

**APPROVED MOTIONS  
COMMON DEVELOPMENT PLAN AT BRUNSWICK LANDING  
AMENDMENT # 1  
CASE NUMBER: 15-007**

- Motion 1:** That the combined Sketch/Final Major Development Review Common Development Plan application is deemed complete.
- Motion 2:** That the originally approved Major Development Review Final Common Development Plan conditions shall apply to Amendment #1 in addition to the following conditions:
1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, its representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require a review and approval in accordance with the Brunswick Zoning

2. Prior to issuance of a Building Permit, the applicant shall submit an amended Common Development Plan, sealed and signed by a qualified Surveyor or Engineer, containing the following:
  - a. All information from the original July 22, 2014 approval.
  - b. The amended CDP boundary, to include Lot 32.
  - c. The amended Dimensional Standards table, to include footnotes 3 & 4.

*\* Please note that Development Review Site Plan approvals by the Planning Board shall expire at the end of two years after the date of final approval unless all construction has been completed by that date (Section 407.4.B of the Brunswick Zoning Ordinance).*

**APPROVED FINDINGS OF FACT  
Major Development Review  
Final Common Development Plan  
Meeting Date: July 22, 2014**

**Project Name:** Common Development Plan at Brunswick Landing  
**Address:** NA  
**Case Number:** 14-021  
**Tax Map:** Assessor's Map 40, Lots 1, 10, 16, 32, 34, 37, 48, 50, 52, 52, 72, 76, 84, &103.  
**Zoning:** Located in the BNAS Reuse District in the CMU Land Use District  
**Applicant:** **Priority Real Estate Group**  
2 Main Street  
Topsham, ME 04086  
**Midcoast Regional Redevelopment Authority**  
2 Pegasus Drive #1-200  
Brunswick, Maine 04011

**Authorized**

**Representative:** Kevin Clark, PLS  
President, Sitelines, PA  
8 Cumberland Street  
Brunswick, ME 04011

*Staff reviewed the application and has made a determination of completeness.*

**PROJECT SUMMARY**

Staff review is based on the following application materials:

- Common Development Plan application packet dated July 7, 2014.
- Sheet 1 (black & white) by Sitelines, PA entitled "Master Plan", revised 7-17-14.
- Sheet 1 (color) by Sitelines, PA entitled "Master Plan", revised 7-17-14.

In accordance with §413 of the Zoning Ordinance, the applicant has submitted a Common Development Plan (CDP) application for 14 lots with frontage on Bath Road, Admiral Fitch Avenue, and Pegasus Street at Brunswick Landing. A project narrative, which provides a description of the proposed development, the architecture, landscaping, signage, lighting, and pedestrian and bicycle facilities, is included with this packet.

The Staff Review Committee reviewed the combined sketch/final plan submission on July 10<sup>th</sup>; the meeting notes have been included in the packet. The applicants conducted a site walk with the Planning Board on July 8<sup>th</sup>. In addition, the applicants requested a

workshop with the Planning Board and presented the CDP at the July 1<sup>st</sup> Planning Board meeting. The applicant met with staff on 2 occasions prior to the July 10<sup>th</sup> Staff Review Committee meeting to work through submission requirements; in addition, the applicant met with the Co-Chairs of the Bicycle and Pedestrian Advisory Committee, in order to review potential impacts to bike and pedestrian amenities.

Staff did receive an email from Councilor Walker, encouraging staff to make necessary consultations to ensure that archeological sites proximate to the Brunswick Landing would not be adversely impacted by development within the CDP. Staff reviewed the Programmatic Agreement between the United States Navy and the Maine Historic Preservation Office, including a map of historic resources on the former Base, provided by the Navy and held by MRRRA, which show that documented historic resources are not within the CDP boundary.

**The following waivers have been requested by the applicant:**

1. Section 413.3 (a) – Waiver is requested to the maximum scale of 1”=50’. *Scale is not appropriate to show the entire area of the Common Development Plan.*
2. Section 413.3 (a) – Waiver is requested to show building locations on all lots. *Uses have not been identified for all lots.*
3. Section 413.3 (D) – Waiver is requested to showing locations for all signs. *Not all parcels have development concepts at this time. Applicant is requesting that sign locations be addressed at the time of individual project review.*
4. Section 413.3 (E.2 & 4) – Waiver is requested to show site plan of lighting treatment and the mounting height of fixtures. *Not all parcels have development concepts at this time. Applicant is requesting that lighting plans be addressed at the time of individual project review.*
5. Section 413.3 (F) – Waiver is requested for a master landscaping plan. *Applicant is requesting that landscape plans be addressed at the time individual project review. Applicant has included an overall landscape narrative and example of sketches for treatment of parcels that will ensure a coordinated landscaping theme for the CDP.*
6. Appendix III.9.1 – Waiver is requested to the 8-foot maximum height for the Brunswick Landing entrance sign. *The replacement sign is proposed as 9 feet tall, which is the height of the existing sign.*
7. Appendix III.10.2 – Waiver is requested for the requirement of on-street parking on Admiral Fitch Avenue. *Admiral Fitch Avenue is intended to be the gateway to Brunswick Landing, with landscaping, wayfinding signage, sidewalks, and crosswalks. On-street parking in this location could interfere with these amenities and is not consistent with the Brunswick Landing Community Design Guidelines administered by an advisory committee of MRRRA.*

## Review Standards from Section 413 of the Town of Brunswick Zoning Ordinance

### 413.1 Criteria for Designation as a Common Development Plan

In reviewing a proposal for a project to be designated as a common development plan, the Planning Board shall find that all of the following criteria will be met:

- A. All buildings and structures shall be part of, and consistent with, a common pattern of development. In the case of a single building on an individual lot, the proposed building shall be consistent with the pattern of development on surrounding lots. The relationship of the buildings to public and private streets and to parking areas shall result in a unified pattern.

*Proposed buildings will be oriented to existing roads, with setbacks not less than 15' and not to exceed 50', and with parking located to the side and/or rear of buildings. **The Board finds that the provisions of Section 413.1.A are satisfied.***

- B. The development shall incorporate private or public amenities that enhance the development's pedestrian friendly environment.

*Internally, the site will provide pedestrian connections between buildings, parking areas, and outdoor focal points – such as the existing static airplane on Lot 7A, new gazebos, landscaped areas, and benches. Each site shall provide a cross walk or direct connection to existing and new sidewalks. Bicycle racks will be provided at each building and a bicycle rest/repair station will be provided as part of the proposed development of Lot 6. As indicated, exterior benches and bicycle racks shall be of consistent materials and colors. There is a 4 foot-wide sidewalk on the west side of Admiral Fitch Avenue that runs to Pegasus Street. A 4 foot-wide sidewalk begins on the east side of Admiral Fitch Avenue, after Forrestal Drive, and continues to Pegasus Street. Both sidewalks will be preserved. New sidewalks shall be provided on Pegasus Street consistent in width and materials of existing sidewalks. **The Board finds that the provisions of Section 413.1.B are satisfied with the provision of new sidewalks being provided along Pegasus Street consistent in width and materials of existing sidewalks.***

- C. There shall be common vehicular and pedestrian circulation systems that create a pedestrian friendly environment for the entire development and that integrate the individual buildings into an overall pattern.

*Each site shall provide a cross walk or direct connection to existing and new sidewalks. An existing bicycling/walking path exists on the former rail bed lying west of Admiral Fitch Drive. This path will be preserved by easement for continued use. Depending on individual site developments for Lots 8, 9, 10, 11, 12 and 14, re-location of the path may be necessary. There is a 4 foot-wide sidewalk on the west side of Admiral Fitch Avenue that runs to Pegasus Street. A 4 foot-wide sidewalk begins on the east side of Admiral Fitch Avenue, after Forrestal Drive, and continues to Pegasus Street. **The Board finds that the provisions of Section 413.1.C are satisfied, with the provision of an easement to preserve the existing bicycling/walking path, the intent being that relocation of the path will only occur if no other site development alternative is available***

- D. There shall be an overall design theme or treatment of site improvements including lighting, signs, paving, site furniture, and landscaping.

### Landscaping

*As illustrated in the application, a repeatable streetscape theme will be located between all buildings and streets. This will include grasses and shrubs for varying color, a hard element of wrought iron fencing along the Bath Road frontage and along Pegasus Street if appropriate, maintenance of existing street trees and replacements as needed along Admiral Fitch Avenue and Pegasus Street, a landscaped center island /esplanade along the multilane portions of Admiral Fitch Avenue, low flowering trees, as well as sod and irrigation.*

*The landscaping will focus on four main areas: The first is the space between the buildings and streets. A landscape pattern/theme coordinated between the various parcels will provide four season interest. Where decorative wrought iron fencing is provided, low herbaceous planting and shrubs will be planted in front with flowering ornamental trees located behind the fence to provide a greater sense of depth.*

*The second focus area will be the building foundation planting and entrances, which will have a more detailed and refined landscape consisting of a variety of plants providing color and year round interest.*

*The third focus area is the parking lot where low maintenance shade trees and flowering ornamental trees will be used to break up the visual expanse of pavement and provide shade in the summer months.*

*The fourth focus area is the general landscape, which is comprised of lawn areas, stormwater areas, and street entrances. Low maintenance planting will be used to provide small park areas for employees and visitors to relax and gather. These plantings will visually enhance street entrances and assist in stormwater management.*

### Lighting

*Site lighting will be via pole and building mounted cut-off luminaires with LED fixtures. Bronze pole heights will be appropriately scaled, and fixtures will be consistent throughout the CDP.*

### Signs

*Ground lighted monument signs will be provided along the frontage of individual development lots with the exception of those fronting Bath Road (lot 5). The base of these monument signs will be of natural stone or natural stone veneer with non-modular ashlar layout. The signs will have granite posts and will be painted wood and/or composite material, having a maximum height of 8 feet and a maximum width of 6 feet. Business identification signs for Lot 5 shall be compatible in design and type to those located within the CDP, monument in type and may be back-lit. The specific size shall be determined during development review.*

*A new "Brunswick Landing" monument sign will replace the existing 9' tall by 10' wide sign in the center esplanade at the Bath Road entrance. This proposed sign will be ground-lighted and will have a maximum height of 9' and a maximum width of 14'. The base and posts (columns) of this monument sign will be of natural stone or natural stone veneer with non-modular ashlar layout and will be painted wood and/or composite material. **The Board finds that the provisions of Section 413.1.D are satisfied with the provision that the size and materials for business identification signs on Lot 5 shall be determined at the time of development review.***

E. If the project is located in the CC District, the development will conform to the Cook's Corner Design Standards relating to common development plans. *NA - the Board finds that the provisions of Section 413.1.E are satisfied.*

**Additional Review Criteria for CDP located within BNAS Reuse District:**

**A-III.7 Dimensional and Density Table for the Land Use Districts  
(Footnote <sup>1</sup> – Removing all dimensional and density standards for CDP)**

If the Common Development Plan is located within the BNAS Reuse District, the dimensional and density standards will be approved by the Planning Board and applied specific to the CDP area. *The Board approves the dimensional and density standards as submitted and finds that the provisions of Section A-III.7 are satisfied. Such standards shall be placed on the common development plan.*

**APPROVED MOTIONS  
COMMON DEVELOPMENT PLAN AT BRUNSWICK LANDING  
CASE NUMBER: 14-021**

**Motion 1:** That the combined Sketch/Final Major Development Review Common Development Plan application is deemed complete.

**Motion 2:** That the Board waives the following requirements:

1. Section 413.3 (a) – Waiver requested to the maximum scale of 1"=50'
2. Waiver to show buildings on all lots.
3. Section 413.3 (D) – Waiver requested to showing location for all signs.
4. Section 413.3 (E.2 & 4) – Waiver requested to show site plan of lighting treatment and the mounting height of fixtures.
5. Section 413.3 (F) – Waiver requested for a master landscaping plan.
6. Appendix III.9.1 – Waiver is requested to the 8-foot maximum height for the Brunswick Landing entrance sign.
7. Appendix III.10.2 – Waiver requested for the requirement of on-street parking on Admiral Fitch Avenue.

**Motion 3:** That the Major Development Review Final Common Development Plan is approved with the following conditions:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, its representatives,

reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require a review and approval in accordance with the Brunswick Zoning Ordinance.

2. That an easement be preserved for the existing bicycling/walking path; the intent being that relocation of the path will only occur if no other site development alternative is available for Lots 8, 9, 10, 11, 12 and 14.
3. That new sidewalks shall be provided along Pegasus Street consistent in width and materials of existing sidewalks.
4. That the dimensional and density standards as approved shall be placed on the common development plan.
5. That the size and materials for business identification signs on Lot 5 shall be determined at the time of development review.
6. Footnotes #1-6 in the Dimensional and Density Table for the Common Development Plan shall be removed, to the satisfaction of the Director of Planning & Development.

*\* Please note that Development Review Site Plan approvals by the Planning Board shall expire at the end of two years after the date of final approval unless all construction has been completed by that date (Section 407.4.B of the Brunswick Zoning Ordinance).*



# TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

DEPARTMENT OF PLANNING & DEVELOPMENT

TOWN HALL - ROOM 216

85 UNION STREET

BRUNSWICK, ME 04011

ANNA BREINICH, FAICP  
DIRECTOR OF PLANNING & DEVELOPMENT

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

February 25, 2015

## STAFF REVIEW COMMITTEE NOTES

### Staff Present:

Dick Rizzo (Police), Cathy Jamison (Assessing), Jeff Hutchinson (Codes), Jeff Emerson (Fire), Jeremy Doxsee (Planning, non-voting), Linda Smith (Business Development, non-voting),

Other: Midcoast Regional Redevelopment Authority - Bob Rocheleau

Public Present: None

**Case # 15-006 Avita Assisted Living Facility:** The Committee will review and provide a recommendation to the Planning Board regarding a Sketch Plan Major Review application submitted by the Sandy River Company, for construction of a single story 45,408 sf assisted living facility, two parking areas totaling 65 spaces, and associated site improvements on two lots totaling 13.64 acres; the site has not yet been addressed, but will have access off of Admiral Fitch Avenue, in the Community Mixed Use Zoning District, and proposed to be within the Common Development Plan boundary. Assessor's Map 40, Lots 50 & 82.

### Present for Applicant:

Will Conway, PE (Sebagotechnics), Daniel McGuire, Sandy River Company

- Daniel indicated that Sandy River is the developer; the operating partner will be North Bridge COS. Similar nearby owned and operated facilities are in Falmouth and Westbrook. Another facility is going through development review in Wells right now.
- Will provided an overview of the project.

### Staff Comments:

Jeff Hutchinson: (Jeff provided some comments on behalf of Anna)

- How many employees will work at facility?
  - Daniel: 30
- How many staff at one time?
  - Will: 15. 30 parking spaces will be for staff, 15 spaces will be for overlap during shift changes, and 20 spaces will be for visitors (total of 65 spaces).
- Town's draft ordinance is proposing 1 space for every 3 beds, which would require 20 parking spaces. Why is Avita proposing so much parking?

- Will: staffing and shift changes necessitate 45 spaces. Avita has found that weekends can get crowded and 20 spaces are needed.
- Jeff indicated that Will's explanation sounded reasonable.
- Ownership is unclear. The owner on the purchase and sale agreement is listed as Priority Real Estate Group. But MRRA is listed as the owner in the notes on the plan.
  - Bob indicated that Priority Real Estate Group is the owner. Will indicated he will fix the note on the plan.
- Has the applicant started the design review process for the architectural elevations with MRRA's Design Review Board?
  - Bob: not yet, but I anticipate it will be soon.

Jeff Emerson

- The fire access lane goes through parking lots, which has the potential for congestion. Consider installing an emergency access point from Anchor or Neptune Drives, with a locked gate.
  - Daniel: agreed. We'd prefer off of Neptune, as area is already cleared.
- Will EMS use a service entrance or the main entrance?
  - Will: main entrance.
- There could be a potential for congestion in the roundabout in front of the main entrance, particularly if there are drop-offs and pick-ups. Consider installing mountable curbing for center island, in event larger emergency response vehicle needs access.
  - Jeff H: consider installing "no parking: emergency access" signage in front of main entrance.
- What materials will be used for construction of fire lane?
  - Will: it was be a gravel base.

Jeremy Doxsee

- Explained the CDP amendment going to PB, and noted that Avita project will need to adhere to design requirements of the approved CDP.

Dick Rizzo

- No comments

Cathy Jamison

- No comments

Bob Rocheleau

- I'll connect with application re. design review process and send an aerial of approximate utility locations.

END



February 3, 2015  
14280

Anna Breinich, FAICP  
Director of Planning and Development  
Town of Brunswick  
85 Union Street  
Brunswick, ME 04011

**Sketch Plan Application**  
**Avita Assisted Living Facility**

Dear Anna,

We are pleased to submit the enclosed Sketch Plan application materials for the Avita Assisted Living Facility to be located within the Brunswick Landing subdivision. The facility is located on a 13.64 acre parcel of land bounded by Admiral Fitch Avenue, Neptune Drive and Anchor Drive.

Avita is a 45,408 SF single story, 60 bed assisted living facility specializing in memory care. Similar facilities have been constructed and are in operation in Westbrook, Maine and Needham and Newburyport, Massachusetts. Access will be provided from Admiral Fitch Avenue, leading to the building main entrance, parking areas and service area. The building will be constructed with traditional building forms and materials; site improvements will include three secure exterior courtyards and attractive landscape plantings.

Avita will occupy only a portion of the site, however, the nature of future development possibilities are unknown at this time. Existing driveways and utilities within the future development areas will be removed and the entire site will be revegetated as part of the construction process.

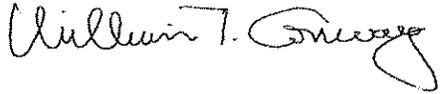
This project conforms to the requirements of the R-CMU Zoning District, with the exception that it does not comply with "Minimum Building Height" nor "Maximum Building Footprint per Structure" dimensions. However, it is our understanding that Priority Real Estate and MRRA will add our parcels to the current Common Development Plan; in so doing, our project will conform to all zoning regulations.

We appreciate your review and we look forward to meeting with the Staff Review Committee and the Planning Board in the coming weeks.

If you have any questions, please feel free to call me at 200 – 2055.

Sincerely,

SEBAGO TECHNICS Inc. / Agent for Applicant

A handwritten signature in black ink, appearing to read "William T. Conway". The signature is fluid and cursive, with a large, sweeping flourish at the end.

William T. Conway, RLA / LEED AP  
Vice President, Landscape Architecture

WTC/llg  
Enc.

**MAJOR DEVELOPMENT REVIEW  
SKETCH PLAN APPLICATION**

1. Project Name: AVITA

2. Project Applicant  
Name: SANDY RIVER II, INC. dba  
SANDY RIVER COMPANY  
Address: 509 FOREST AVE  
PORTLAND, ME 04112  
Phone Number: 207. 233. 8665

3. Authorized Representative  
Name: WILLIAM CONWAY SEBAGO TECHNICS  
Address: 75 JOHN ROBERTS ROAD  
SO. PORTLAND, ME 04106  
Phone Number: 207. 200. 2055

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

1. CAWDON TURGEON ARCHITECTS
2. SEBAGO TECHNICS, INC.
3. \_\_\_\_\_

5. Physical location of property being affected: BRONSWICK LANDING SUBDIVISION

6. Lot Size: 13.64 AC ±

7. Zoning District: R-CMU

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? APPLICANT HAS OPTION TO PURCHASE LAND -  
SEE ATTACHED

9. Assessor's Tax Map 40 Lot Number 50 + 82 of subject property.

10. Brief description of proposed use: 45,408 SF SINGLE STORY, 60 UNIT  
ASSISTED LIVING FACILITY SPECIALIZING IN  
MEMORY CARE.

11. Describe specific physical improvements to be done: NEW BUILDING CONSTRUCTION  
ACCESS AND PARKING AREAS, UTILITIES, RESIDENT  
AMENITIES, LANDSCAPING.

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.

## 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		✓				
Land area, existing use of the property, location of proposed development, locations reserved for future development		✓				
Tentative rights-of-way locations, lot lines, lot numbers, lot areas		✓				
Estimated soil boundary locations from the Soil Conservation Service Medium Intensity Soil Survey noting areas of severe and very severe soil limitations		✓				See Attached
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.		✓				
Tentative locations of proposed structures, owners of existing structures, and neighboring land uses		✓				
Special conservation and recreation areas		✓	✓			
Location map		✓				
Zoning information, including the zoning district(s) in which the property is located and the location of any overlay zones depicted on the plan.		✓				
Any conditions imposed by previous development on the site.		✓				
Other information Planning Board/Staff Review Committee deems necessary to conduct an informed review.						TBD
Letter of consent signed by property owner authorizing the development review application in cases where applicant is not the owner of the property.		✓				See Attached P's
Application Fee		✓				
For Open Space Developments, sketch plan design review requirements indicated in Section 308.1			✓			
Open Space Development: Request for Bonus Density			✓			

## Determination of Completeness of an Application

An application is considered to be complete when an application form and all plan requirements or waiver requests have been submitted to the Director of Planning & Development. Within five working days of receiving an application, the Director of planning and Development shall determine whether the application is complete. If an item is missing from the application and not waiver has been requested for it, the Director of Planning and Development shall notify the applicant in writing that the application is not complete and request the additional information. The applicant shall submit the additional information as soon as possible and the procedure shall be repeated until the application is complete. With the exception of a pre-application meeting, no item will be placed on the Planning Board's agenda until the application is complete. Complete means that all submission requirements or waiver requests have been submitted; any additional information requested from the Planning Board at a previous meeting has been provided and all conditions of any relevant prior approval for the property have been fulfilled, unless the application describes the manner in which unfilled applications will be addressed.

## Time Frames for Major Project Review

The table on the following page outlines the time frames for major development review.

## Review Criteria

The Planning Board may not approve a final plan unless it finds that all provisions of Section 411 have been satisfied. Section 411 has been included in this packet.

## Waivers

Requests for Waivers must be identified when an application is submitted. The applicant must provide the reasons for the waiver, in accordance with Section 410 of the Zoning Ordinance, which is included in this packet.

## Impact Fees

The Town of Brunswick has several impact fees, which must be paid prior to the issuance of a building permit for an approved project. The fee formulae currently in effect are provided upon request.

## Application Fees *for Avita*

The following application fees shall be paid for any project undergoing development review. For all projects a \$20.00 fee is assessed to cover the cost of abutter mailings. For projects that require a public hearing or projects for which the Planning Board schedules a public hearing an additional \$200.00 fee will be assessed to cover the costs of advertising the public hearing.

**Subdivision:** SKETCH PLAN: \$100 per lot proposed  
FINAL PLAN: \$150 per lot proposed

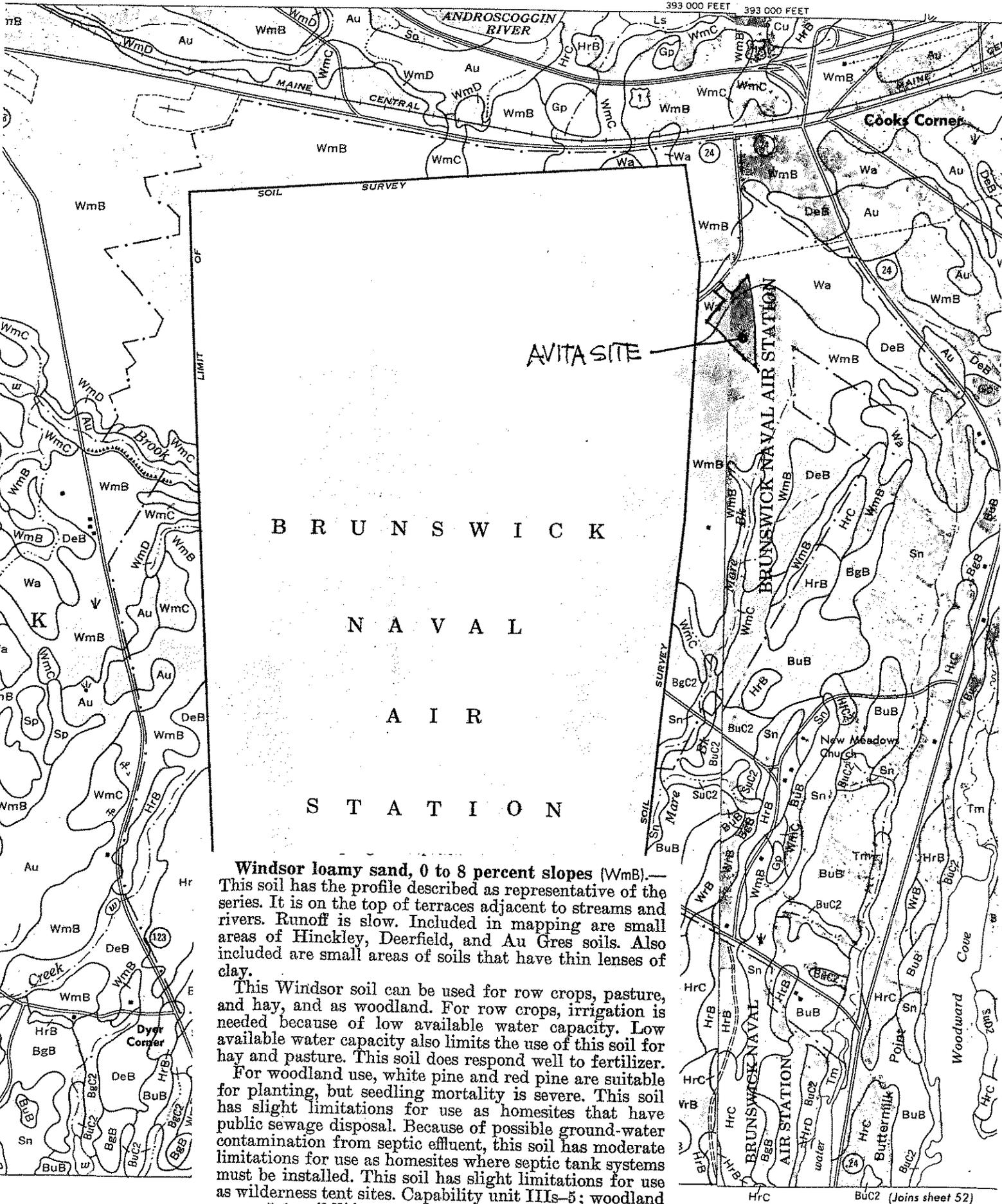
**Other:** SKETCH PLAN fee:

- 
- For projects with new building construction of more than 2,500 square feet the cost equals the total amount of square footage for all buildings multiplied by \$0.03.
  - For all other developments the fee is \$150.00.

FINAL PLAN fee:

$$45,408 \text{ SF} \times .03 = \$1362.24 + \$220.00 = \$1582.24$$

- For projects with new building construction of more than 2,500 square feet the cost equals the total amount of square footage for all buildings multiplied by \$0.10.
- For all other developments the fee is \$150.00.



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

**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 III<sub>s</sub>-5; woodland group 5s1; wildlife group 5.

Windsor loamy sand 9 to 15 percent slopes (WmC)

SOILS MAP

LOTS 30 & 32  
SOURCE DEED 29003/167

**EXECUTION COPY**

**PURCHASE AND SALE AGREEMENT**

**BY AND BETWEEN**

**PRIORITY REAL ESTATE GROUP, LLC**

**AND**

**SANDY RIVER II, INC.**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1: DEFINITIONS .....	1
1.1. Definitions .....	1
ARTICLE 2: CONSIDERATION, DEPOSIT AND ESCROW PROVISIONS.....	1
2.1. Purchase Price.....	1
2.2. Deposit; Escrow Agent .....	2
2.3. Escrow Provisions .....	2
2.4. Payment of Monies .....	3
ARTICLE 3: ACCESS; INSPECTIONS.....	3
3.1. Seller’s Delivery of Specified Documents .....	3
3.2. Access and Inspection Rights .....	3
3.3. Title Review.....	3
3.4. Service Contracts .....	4
3.5. CCRs.....	4
ARTICLE 4: LISTINGS; CONDEMNATION.....	4
4.1. Listings and Other Offers .....	4
4.2. Condemnation.....	5
ARTICLE 5: CLOSING; CONDITIONS; AND DELIVERIES.....	5
5.1. Closing.....	5
5.2. Permitting Contingency .....	5
5.3. Restriction on Competing Uses .....	7
5.4. Other Conditions to the Parties’ Obligations to Close.....	7
5.5. Failure of Condition.....	7
5.6. Seller’s Deliveries.....	8
5.7. Buyer’s Deliveries .....	9
5.8. Possession .....	10
5.9. Delivery of Books and Records.....	10
ARTICLE 6: PRORATIONS; COSTS; ADJUSTMENTS .....	10
6.1. Prorations.....	10
6.2. Taxes and Assessments.....	10
6.3. Utilities .....	10

TABLE OF CONTENTS  
(continued)

	<u>Page</u>
6.4. Service Contracts .....	11
6.5. Sales, Transfer, and Documentary Taxes; Closing Costs .....	11
6.6. Brokerage Commissions .....	11
6.7. Post-Closing Corrections .....	11
6.8. No Other Obligations .....	11
ARTICLE 7: REPRESENTATIONS AND WARRANTIES .....	11
7.1. Seller's Representations and Warranties .....	12
7.2. Buyer's Representations and Warranties .....	14
7.3. Indemnity .....	15
7.4. Survival of Representations, Warranties and Indemnity .....	16
ARTICLE 8: DEFAULT AND REMEDIES .....	17
8.1. Buyer's Remedies .....	17
8.2. Seller's Remedies .....	17
8.3. Remedies Cumulative .....	17
8.4. Other Expenses .....	17
ARTICLE 9: MISCELLANEOUS .....	17
9.1. Parties Bound .....	17
9.2. Headings .....	17
9.3. Invalidity and Waiver .....	17
9.4. Governing Law .....	18
9.5. Survival .....	18
9.6. No Third Party Beneficiary .....	18
9.7. Entirety and Amendments .....	18
9.8. Time .....	18
9.9. Confidentiality .....	18
9.10. Enforcement Expenses .....	18
9.11. Notices .....	18
9.12. Construction .....	19
9.13. Calculation of Time Periods .....	19
9.14. Execution in Counterparts .....	19

TABLE OF CONTENTS  
(continued)

	<u>Page</u>
9.15. Further Assurances .....	19
9.16. Waiver of Jury Trial.....	19

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made as of December 11, 2014, by and between **PRIORITY REAL ESTATE GROUP, LLC** ("Seller"), and **SANDY RIVER II, INC.** ("Buyer").

### RECITALS

A. Seller has the right to purchase the Property which includes approximately 13.64 acres of land comprising Lots 30 and 32 at Brunswick Landing located in Brunswick, Maine, as more particularly described in Exhibit B attached hereto; and

B. Seller desires to sell and Buyer desires to purchase the Property upon and subject to the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell and Buyer hereby agrees to purchase the Property upon and subject to the following terms and conditions:

#### ARTICLE 1: DEFINITIONS

**1.1. Definitions.** Initially capitalized terms which are used but not otherwise defined in this Agreement shall have the meanings ascribed to them in Exhibit A attached hereto and incorporated herein by this reference.

#### ARTICLE 2: CONSIDERATION, DEPOSIT AND ESCROW PROVISIONS

**2.1. Purchase Price.** The Purchase Price, subject to the prorations and adjustments set forth herein, shall be paid as follows:

(a) Within three (3) Business Days after the Effective Date, Buyer shall deposit with Escrow Agent the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "**Initial Deposit**");

(b) Within three (3) Business Days after the satisfaction of the Permitting Contingency, Buyer shall deposit with Escrow Agent an additional deposit of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "**Additional Deposit**"); and

(c) The balance of the Purchase Price shall be paid to Seller in cash at the time of Closing.

The Initial Deposit and, if applicable, the Additional Deposit paid by Buyer hereunder and all interest thereon shall be collectively referenced to herein as the "**Deposit**." The Deposit shall be applied to the Purchase Price at Closing, notwithstanding any provision hereof as to the non-refundability of the Deposit or any portion thereof.

**2.2. Deposit; Escrow Agent.** Upon receipt from Buyer of any portion of the Deposit, Escrow Agent shall invest the same in an interest-bearing account at an institution insured by the Federal Deposit Insurance Corporation ("FDIC") and otherwise acceptable to Buyer. Escrow Agent shall agree to hold and dispose of the Deposit in accordance with the terms and provisions of this Agreement. If the Closing occurs, any interest on the Deposit shall be credited to Buyer and applied to the Purchase Price. If the Closing does not occur, any interest earned on the Deposit shall follow the Deposit.

**2.3. Escrow Provisions.** Escrow Agent agrees to hold, keep and deliver said Deposit and all other sums delivered to it pursuant hereto in accordance with the terms and provisions of this Agreement. Escrow Agent shall not be entitled to any fees or compensation for its services hereunder. Escrow Agent shall be liable only to hold said sums and deliver the same to the parties named herein in accordance with the provisions of this Agreement, it being expressly understood that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository only and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall have been caused by the gross negligence or willful malfeasance of Escrow Agent. In the event of any disagreement between Buyer and Seller resulting in any adverse claims and demands being made in connection with or for the monies involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with any such claims or demands so long as such disagreement may continue; and in so refusing Escrow Agent shall make no delivery or other disposition of any of the monies then held by it under the terms of this Agreement, and in so doing Escrow Agent shall not become liable to anyone for such refusal; and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of the adverse claimants shall have been finally adjudicated in a court of competent jurisdiction of the monies involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement between Seller and Buyer, and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Escrow Agent shall not be required to disburse any of the monies held by it under this Agreement unless in accordance with either a joint written instruction of Buyer and Seller or an Escrow Demand from either Buyer or Seller in accordance with the provisions hereinafter. Upon receipt by Escrow Agent from either Buyer or Seller (the "**Notifying Party**") of any notice or request (an "**Escrow Demand**") to perform any act or disburse any portion of the monies held by Escrow Agent under the terms of this Agreement, Escrow Agent shall give written notice to the other party (the "**Notified Party**"). If within five (5) days after the giving of such notice, Escrow Agent does not receive any written objection to the Escrow Demand from the Notified Party, Escrow Agent shall comply with the Escrow Demand. If Escrow Agent does receive written objection from the Notified Party in a timely manner, Escrow Agent shall take no further action until the dispute between the parties has been resolved pursuant to either clause (a) or (b) above. Further Escrow Agent shall have the right at all times to pay all sums held by it (i) to the appropriate party under the terms hereof, or (ii) into any court of competent jurisdiction after a dispute between or among the parties hereto has arisen, whereupon Escrow Agent's obligations hereunder shall terminate. Seller and Buyer, jointly and severally agree to indemnify and hold harmless said Escrow Agent from any and all costs, damages and expenses, including reasonable attorneys' fees, that said Escrow Agent may incur in compliance with and in good faith in accordance with the terms of this Agreement; provided, however, this indemnity shall not extend to any act of gross negligence or willful malfeasance on the part of the Escrow Agent.

2.4. **Payment of Monies.** Any monies payable under this Agreement, unless otherwise specified in this Agreement, shall be paid by wire transfer or certified or cashier's check.

### ARTICLE 3: **ACCESS; INSPECTIONS**

3.1. **Seller's Delivery of Specified Documents.** Within five (5) business days after the Effective Date, and to the extent not already delivered to Buyer, Seller shall deliver to Buyer true, correct and complete originals or copies of each item described in Exhibit C attached hereto (the "**Seller Deliverables**") to the extent such item is in Seller's possession or control. The parties acknowledge that the Property is currently raw land.

#### 3.2. **Access and Inspection Rights.**

(a) Buyer and its lenders and investors and their respective agents, employees, representatives, contractors and consultants shall at any time, and from time to time, between the Effective Date and the Closing Date, have the right to conduct tests, studies, surveys, analyses and inspections regarding the Property, which shall include the right to enter on the Property (collectively, the "**Inspections**"). In the course of its Inspections, Buyer may make inquiries to third parties, including, without limitation, lenders, contractors, parties to Service Contracts and municipal, local and other government officials and representatives. Notwithstanding the foregoing, Buyer may not conduct any evaluation of environmental conditions that requires installation of borings, wells or test pits or that requires sampling of soil, sediment, groundwater, air or vapor unless Seller has approved in Seller's sole discretion the scope of such work. Buyer shall be responsible for restoration of the Property to substantially its condition prior to Buyer's Inspections and such obligation to restore the Property shall continue even if Buyer does not acquire the Property for any reason. Prior to its entry onto the Property, Buyer shall provide evidence to Seller that Buyer maintains adequate liability insurance which names Seller as an additional insured. In addition to the indemnities contained in Section 7.3, Buyer shall defend, indemnify Seller and hold Seller, harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's attorneys' fees, arising out of or in connection with Buyer's Inspections.

(b) If Buyer is not satisfied with the Property or any aspect of it for any reason, or no reason at all, then Buyer, by written notice to Seller, given not later than the second (2nd) Business Day following the end of the Inspection Period may elect to either (i) waive the unsatisfactory condition, and proceed with this transaction in accordance with the other terms of this Agreement or (ii) to terminate this Agreement, in which event the Initial Deposit shall be returned to the Buyer and the parties shall have no further liability to each other hereunder.

#### 3.3. **Title Review.**

(a) Seller can convey insurable title to the Property, subject to those covenants, conditions, and restrictions similar to those contained in the sample deed (the "**Similar Deed**"), and sample title policy (the "**Sample Title Policy**") attached hereto as Exhibits H and I. Buyer acknowledges that Seller is only able to convey insurable title similar to the title insured in Exhibit I. The property was owned by the U.S. Navy and was conveyed through MidCoast Regional Redevelopment Authority (the "**Authority**") as part of the former Brunswick

Naval Air Base (the "**Former Base**"). Notwithstanding the foregoing, Buyer shall have the right to obtain a title commitment for an owner's title insurance policy for the Property (the "**Title Commitment**") and a survey of the Property (the "**Survey**"). Buyer shall have sixty (60) days from the Effective Date to notify Seller in writing ("**Buyer's Notice**") of any matters of record shown in the Title Commitment or any conditions shown on the Survey that, in Buyer's sole judgment, materially adversely affect the use or value of the Property for the Proposed Project (collectively, "**Title Defects**"). Title Defects may include any exception or other matter shown or disclosed in the Similar Deed or the Sample Title Policy. If Seller, in its sole discretion, elects to undertake to cure any Title Defect identified in Buyer's Notice prior to Closing, it will provide notice of same to Buyer within twenty (20) days after receipt of such notice ("**Seller's Title Notice**"). If Seller does not so elect to cure all of the Title Defects, Buyer shall have the option, exercisable not later than five (5) days after receipt of Seller's Title Notice, to terminate this Agreement whereupon the Deposit shall be returned to Buyer; if Buyer does not exercise the foregoing right to terminate, Buyer shall be deemed to have accepted the condition of title to the Property (other than any Title Defects which Seller has agreed to undertake to cure).

(b) Notwithstanding the foregoing, Seller shall be obligated to discharge, remove and/or satisfy at or before Closing (i) all mortgages, security interests and other monetary liens and encumbrances of a definite and ascertainable amount, and (ii) any exceptions or encumbrances to title or survey matters which arise after the date of the Title Commitment or Survey; provided, however, Seller shall in no event be obligated to discharge, remove or satisfy any exception or other matter shown or disclosed in the Similar Deed or the Sample Title Policy.

**3.4. Service Contracts.** Prior to the expiration of the Inspection Period, Buyer shall notify Seller in writing as to which Service Contracts, if any, Buyer shall assume (the "**Accepted Service Contracts**"). Buyer shall assume the obligations of Seller arising from and after the Closing Date under the Accepted Service Contracts that are not in default as of the Closing Date. If Buyer fails to timely give written notice of acceptance of any Service Contract prior to the expiration of the Inspection Period, then Buyer shall be deemed to have elected to not assume such Service Contract. Seller shall terminate, on or before Closing, all Service Contracts that Buyer does not elect to assume as aforesaid, with any and all termination fees therefor to be paid by Seller.

**3.5. CCRs.** The Property is subject to the declaration of covenants, conditions and restrictions, reciprocal easement agreement, or similar instrument (collectively, "**CCRs**") governing or affecting the use, operation, maintenance, management or improvement of the Property. As a condition to Buyer's obligation to close, Seller shall deliver at Closing: (i) affidavits from the Authority and Seller which will enable a title insurance company to provide affirmative coverage against any breach of covenant, and (ii) a recordable assignment, in form and substance satisfactory to Buyer, assigning any and all developer, declarant or other related rights or interests of Seller (or any affiliate of Seller) (if any) pursuant to any CCR.

#### **ARTICLE 4: LISTINGS; CONDEMNATION**

**4.1. Listings and Other Offers.** Seller will not list the Property with any broker or otherwise solicit or make or accept any offers to sell all or any part of the Property or any direct or indirect interest therein, engage in any discussions or negotiations with any third party with

respect to the sale or other disposition of the Property or any direct or indirect interest therein, or enter into any contracts or agreements (whether binding or not) regarding any disposition of all or any part of the Property or any direct or indirect interest therein.

**4.2. Condemnation.** In the event any proceedings in eminent domain that, in Buyer's sole judgment, materially adversely affects the use or value of the Property for the Proposed Project are contemplated, threatened or instituted by anybody having the power of eminent domain with respect to the Property or any portion thereof, Buyer may, at its option, by notice to Seller given within twenty (20) Business Days after Seller provides written notice to Buyer of such proceedings together with all relevant information concerning such proceedings (and if necessary the Closing Date shall be extended to give Buyer the full twenty (20) Business Day period to make such election): (i) terminate this Agreement, in which event the Deposit and all interest earned thereon shall be returned to Buyer and no party shall have any further obligations thereunder, except as expressly set forth herein, or (ii) proceed under this Agreement as to all of the Property, in which event Seller shall, at the Closing, assign to Buyer its entire right, title and interest in and to any condemnation award, and Buyer shall have the sole right during the pendency of this Agreement to negotiate and otherwise deal with the condemning authority and Seller shall cooperate with Buyer in such pursuit and settlement and shall not pursue or settle any such claim without Buyer's prior written approval. If Buyer fails to timely make such election, Buyer shall be deemed to have elected to proceed under clause (ii) above.

## **ARTICLE 5: CLOSING; CONDITIONS; AND DELIVERIES**

### **5.1. Closing.**

(a) The consummation of the transactions contemplated herein (the "Closing") shall occur at 10:00 a.m. (East Coast time) on the date which is the earlier of (a) sixty (60) Business Days after the Permitting Contingency has been satisfied or (b) the first (1st) anniversary of the Effective Date. The date of Closing, as the same may be extended hereunder, shall be referred to herein as the "Closing Date." Closing shall be effectuated through an escrow with the Escrow Agent. Buyer and Seller shall execute such supplemental escrow instructions as may be reasonably requested by either party or Escrow Agent to comply with the terms of this Agreement, so long as such instructions are not in conflict with this Agreement. Buyer shall have the right to accelerate the Closing Date to such earlier date as may be selected by Buyer on ten (10) days' written notice to Seller.

(b) If the Permitting Contingency has not been satisfied by the first (1st) anniversary of the Effective Date and so long as Buyer has diligently pursued satisfying the Permitted Contingency, Buyer may extend the Closing Date for up to six (6) one-month consecutive extension periods by the payment to Seller of a non-refundable extension fee of \$2,000 for each one-month extension ("Extension Fees"). The Extension Fee for any one-month period shall be payable by Buyer within ten (10) days after the commencement of such one-month period. All Extension Fees shall be credited to the Purchase Price.

### **5.2. Permitting Contingency.**

(a) **Applications; Cooperation.** Buyer shall use reasonable efforts and due diligence in applying for the Proposed Project Approvals prior to Closing. Seller hereby authorizes the Buyer to file any application with the appropriate governmental authorities or bodies in the name of Seller and/or Buyer for any Proposed Project Approval, provided Seller shall incur no liability or expense in doing so. Seller shall promptly and diligently cooperate with Buyer to obtain the Proposed Project Approvals, at no expense to Seller. Seller shall promptly execute any documents required in connection with any such application or as reasonably requested by Buyer.

(b) **Receipt of Final Approvals.** It shall be a condition and contingency to the Closing that all Proposed Project Approvals shall have been obtained containing terms and conditions satisfactory to Buyer in its sole discretion and all appeal periods with respect thereto shall have expired without any appeal having been filed or, if any such appeal shall have been filed, such appeal shall have been adjudicated in favor of Buyer on such terms and conditions satisfactory to Buyer in its sole discretion. If any Proposed Project Approval is denied or is issued containing any term or condition unsatisfactory to Buyer in its sole discretion (or if an appeal thereof is made) or if Buyer determines in its reasonable discretion based upon information received from the Town of Brunswick, neighbors or other sources that the Permitting Contingency might not be satisfied on terms and conditions acceptable to Buyer by the end of the Inspection Period, then within thirty (30) days thereafter Buyer shall elect (1) to waive the Permitting Contingency and proceed to Closing, or (2) to terminate this Agreement, in which event this Agreement shall be null and void, and the Deposit shall be returned to Buyer, whereupon the parties hereto shall have no further rights, obligations or liabilities to the other, except as specifically set forth herein.

(c) **Appeals.** If a Proposed Project Approval is denied or is issued containing any term or condition unsatisfactory to Buyer in its sole discretion, Buyer shall be entitled to file or otherwise make an appeal regarding such Proposed Project Approval. If an appeal is made other than by Buyer with respect to the granting of a Proposed Project Approval, Buyer shall be entitled to defend (or assist in the defense of) such appeal. Seller shall (and cause Priority Group to) cooperate with Buyer in connection with such appeal in accordance with this Agreement. If any appeal has not been adjudicated in favor of Buyer on such terms and conditions satisfactory to Buyer in its sole discretion on or before the Closing Date, then notwithstanding anything herein to the contrary, Buyer shall be entitled to extend the Closing Date for an additional period of time, not to exceed twenty-four (24) months (the "**Appeal Period**"), so long as (i) Buyer continues to make diligent and good faith efforts regarding such appeal and (ii) pays to Escrow Agent during the Appeal Period additional deposits of \$2,000 for each one-month period by the tenth (10th) day of such one-month period (the "**Appeal Deposits**") which shall be non-refundable but applicable to the Purchase Price at Closing. If such appeal is continuing after the expiration of the Appeal Period, Buyer shall make an election as set forth in Section 5.2(b)(1) or (2) above within thirty (30) days after the end of the Appeal Period.

**5.3. Restriction on Competing Uses.** In consideration of the premises contained herein, the consideration to be received hereunder and in consideration of and as an inducement to Buyer to consummate the transactions contemplated hereby, Seller and the Authority hereby agree that, if the Closing hereunder occurs, Seller and the Authority shall not, for a period of three (3) years from and after the Closing, enter into a contract for or otherwise support

(exclusive of providing municipal and/or utility services) or assist in the sale, transfer, development, construction, or leasing of any portion of the Former Base (except for Lot 43) for a memory care or assisted living facility.

**5.4. Other Conditions to the Parties' Obligations to Close.**

(a) **Conditions to Buyer's Obligation to Close.** As a condition to Buyer's obligation to close with respect to the Property on the Closing Date:

(i) The representations and warranties of Seller contained herein shall be true and correct in all material respects as of the Effective Date and as of the Closing Date.

(ii) There shall be no default with respect to any material obligation of Seller hereunder which Seller has not cured within thirty (30) days after written notice from Buyer.

(iii) The Permitting Contingency shall have been waived by Buyer or satisfied.

(iv) No proceedings shall be pending or threatened that could or would involve the change, redesignation, redefinition or other modification of the zoning classifications (or any building, environmental or code requirements applicable to) in a manner that would adversely affect the Property.

(v) The Property shall be free of all tenants and occupants.

(vi) No assisted living or memory care facility has been proposed or is being pursued for any other portion of the Former Base.

(b) **Conditions to Seller's Obligation to Close.** As a condition to Seller's obligation to close with respect to the Property on the Closing Date:

(i) The representations and warranties of Buyer contained herein shall be true and correct in all material respects as of the Effective Date and as of the Closing Date.

(ii) There shall be no default with respect to any material obligation of Buyer hereunder which Buyer has not cured within thirty (30) days after written notice from Seller.

**5.5. Failure of Condition.** Provided that a party is not in default of any material obligation of such party, if any condition to such party's obligation to proceed with the Closing set forth in this Agreement has not been satisfied as of the Closing Date, then such party may, in its sole discretion, elect, by notice given to the other party on or before the Closing Date, to: (i) terminate this Agreement, in which event the Deposit and all interest earned thereon shall be returned to Buyer (notwithstanding anything in this Agreement to the contrary) and no party shall have any further obligation hereunder, except as expressly set forth herein; (ii) extend the time available for the satisfaction of such condition by up to a total of thirty (30) Business Days; or (iii) close, notwithstanding the non-satisfaction of such condition, in which event such party

shall be deemed to have waived such condition. If such party elects to proceed pursuant to clause (ii) above, and such condition remains unsatisfied after the end of such extension period, then, at such time, such party may elect to proceed pursuant to either clause (i) or (iii) above.

**5.6. Seller's Deliveries.** On or before the Closing Date, Seller shall deliver in escrow to the Escrow Agent or outside of escrow to Buyer the following, each duly executed and, where appropriate, in recordable form and notarized:

(a) **Deed.** A quitclaim release deed, executed and acknowledged by Seller, conveying to Buyer insurable title to the Property, subject to the Exceptions listed in the Similar Deed attached hereto as Exhibit H and the Sample Title Insurance Policy attached hereto as Exhibit I;

(b) **State Law Disclosures.** Such disclosures and reports as are required by applicable state and local law in connection with the conveyance of real property;

(c) **FIRPTA.** A FIRPTA affidavit of Seller. If Seller fail to provide the necessary affidavit and/or documentation of exemption on the Closing Date, Buyer may proceed in accordance with the withholding provisions imposed by Section 1445 of the Internal Revenue Code of 1986, as amended;

(d) **Service Contract Estoppels.** Estoppels from the parties obligated under the Accepted Service Contracts, confirming no defaults and other matters reasonably requested by Buyer;

(e) **Terminations.** Terminations, effective no later than Closing, of all Service Contracts which are not Accepted Service Contracts;

(f) **CCRs.** The estoppels and assignments concerning the CCRs, as provided in Section 3.5;

(g) **Authority.** Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Company and Buyer;

(h) **Title Documents.** Affidavits required by the Title Company sufficient to have the general exceptions deleted together with a "gap closing" and to obtain the affirmative coverage described in Exhibit I, indemnity and any other documents and instruments required by the Title Company in order to issue the Title Policy;

(i) **Due Diligence Materials.** To the extent not previously delivered to Buyer, true, correct and complete originals, or copies, if originals are not available, of each Seller's Deliverables.

(j) **Closing Certificate.** A certificate, signed by Seller, certifying to Buyer that the representations and warranties of Seller contained in this Agreement are true and correct in all material respects as if made on and as of the Closing Date and that all covenants required to be performed by Seller prior to the Closing Date have been performed in all material respects;

(k) **Settlement Statement.** A settlement statement, duly executed by Seller;

(l) **Restriction on Competing Uses.** An agreement in the form attached hereto as Exhibit J, to be recorded in Cumberland County Registry of Deeds, signed by Seller and the Authority, agreeing that neither Seller nor the Authority shall, for a period of three (3) years from and after the Closing, enter into a contract for or otherwise support (exclusive of providing municipal and/or utility services) or assist in the sale, transfer, development, construction, or leasing of any portion of the Former Base (except for Lot 43) for a memory care or assisted living facility.

(m) **Road Maintenance Agreement.** The Road Maintenance Agreement (as hereinafter defined)\*, in form previously approved by Buyer, to be recorded in Cumberland County Registry of Deeds;

(n) **Cross Easement Agreement.** The Cross Easement Agreement (as hereinafter defined)\*, in form previously approved by Buyer, to be recorded in Cumberland County Registry of Deeds and

(o) **Other Deliveries.** Such other documents, certificates and instruments reasonably necessary in order to effectuate the transaction described herein, including, without limitation, gap indemnity agreements, transfer tax declarations, broker lien waivers and any documents or representations necessary to comply with any applicable environmental transfer disclosure laws and any other Closing deliveries required to be made by or on behalf of Seller.

**5.7. Buyer's Deliveries.** On or before the Closing Date, Buyer shall deposit the balance of the Purchase Price, plus or minus applicable prorations and adjustments as set forth herein, in immediately available, same-day federal funds wired for credit into the Escrow Agent's escrow account. In addition, except as specified below, on or before the Closing Date, Buyer shall deliver in escrow to the Escrow Agent or outside of escrow to Seller the following, each duly executed and, where appropriate, in recordable form and notarized:

(a) **State Law Disclosures.** Such disclosures and reports as are required by applicable state and local law in connection with the conveyance of real property;

(b) **Settlement Statement.** A settlement statement, duly executed by Buyer;

(c) **Closing Certificate.** A certificate, signed by Buyer, certifying to Seller that the representations and warranties of Buyer contained in this Agreement are true and correct in all material respects as if made on and as of the Closing Date and that all covenants required to be performed by Buyer prior to the Closing Date have been performed in all material respects;

(d) **Other Deliveries.** Such other documents, certificates and instruments reasonably necessary in order to effectuate the transactions described herein and any other Closing deliveries required to be made by or on behalf of Buyer.

---

\* Forms of the Road Maintenance Agreement and the Cross Easement Agreement shall be delivered to Buyer no later than fifteen (15) days prior to Closing for review and approval by Buyer.

5.8. **Possession.** Seller shall deliver possession of the Property to Buyer at the Closing free of all tenants and occupants, subject only to the Permitted Exceptions.

5.9. **Delivery of Books and Records.** Immediately after Closing, Seller shall deliver the following to the offices of Buyer: the original documents and instruments assigned to Buyer pursuant to the terms hereof; and all other available plans and specifications for the Property. Seller shall cooperate with Buyer after Closing to transfer to Buyer any such information stored electronically.

#### **ARTICLE 6: PRORATIONS; COSTS; ADJUSTMENTS**

6.1. **Prorations.** Not less than five (5) Business Days prior to Closing, Seller shall provide to Buyer such information and verification reasonably necessary to support the prorations under this Article 6. The items in this Section 6.1 shall be prorated between Seller and Buyer as of the close of business on the day immediately preceding the applicable Closing Date, the Closing Date being a day of income and expense to Buyer. Credits to Buyer shall be credited against the Purchase Price to be paid hereunder and, if such amount is exhausted, shall be paid in cash by Seller to Buyer at the Closing. Post-closing re-prorations and adjustments shall be paid in cash. Subject to the foregoing and for the other provisions of this Article 6, the following items shall be prorated and adjusted at Closing: The parties acknowledge that as of April 1, 2014 and as of the date hereof, the property was not taxable by the Town of Brunswick.

6.2. **Taxes and Assessments.** Buyer shall receive a credit for any accrued but unpaid real estate taxes, personal property taxes, special assessments and betterments (“**Taxes**”) (including, without limitation, any assessments imposed by private covenant) applicable to any period before the Closing Date, whether or not such Taxes are not yet due and payable, and Seller shall receive a credit for any Taxes applicable to any period after the Closing Date paid in advance by Seller. If the amount of any such Taxes have not been determined as of the Closing Date, then such credit shall be based on the most recent ascertainable taxes. Such undetermined Taxes shall be re-prorated upon issuance of the final tax bill. Notwithstanding the foregoing, (i) Buyer shall receive from Seller a credit for any special assessments and betterments which are levied or charged against the Property with respect to any infrastructure improvements specifically made to serve the Property, whether or not then due and payable, and (ii) any other special assessments and betterments shall be prorated only for the year of Closing.

6.3. **Utilities.**

(a) Seller shall cause the meters, if any, for utilities to be read the day on which the Closing Date occurs and shall pay the bills rendered on the basis of such readings. If any such meter reading for any utility is not available, then adjustment therefor shall be made on the basis of the most recently issued bills therefor which are based on meter readings no earlier than thirty (30) days before the Closing Date; and such adjustment shall be re-prorated when the next utility bills are received.

(b) Any deposits with utility companies and other service providers shall not be assigned to Buyer at the Closing.

(c) The parties acknowledge that as of the date of this Agreement, there are no utilities serving the Property.

**6.4. Service Contracts.** Seller or Buyer, as the case may be, shall receive a credit for regular charges under Accepted Service Contracts (and any other items of prepaid expense with respect to any obligation of Seller assumed by Buyer pursuant to the terms and conditions hereof) paid and applicable to Buyer's period of ownership, or payable and applicable to Seller's period of ownership, respectively. Seller shall pay at Closing all amounts owing under those Service Contracts that are not Accepted Service Contracts.

**6.5. Sales, Transfer, and Documentary Taxes; Closing Costs.**

(a) Seller and Buyer shall each pay one-half (1/2) of the amount of the Maine real estate tax transfer fee pursuant to 36 M.R.S.A. Section 4641 due and payable in connection with this transaction. Seller shall pay all other sales, gross receipts, conveyancing, stamp, excise, documentary, deed or similar taxes or fees imposed in connection with this transaction under applicable state, county or local law. Seller and Buyer shall execute any applicable city, county and state transfer tax or other declarations.

(b) Buyer shall pay: (i) one-half of the Escrow Agent's escrow fee, closing charges and any cancellation fee, (ii) the costs associated with Buyer's due diligence activities, (iii) the cost of the Title Policy and Survey. Seller shall pay (x) one-half of the Escrow Agent's escrow fee, closing charges and any cancellation fee, and (y) all recording fees or other charges incurred in connection with clearing title, including without limitation any prepayment or release fees. Each party shall be responsible for its own attorney's and other professional fees.

**6.6. Brokerage Commissions.** Seller and Buyer each represents and warrants to the other that it has not dealt with any real estate broker, sales person or finder in connection with this transaction. In the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall indemnify, defend and hold harmless the other party from and against any such claim based upon any actual or alleged statement, representation or agreement of the indemnifying party.

**6.7. Post-Closing Corrections.** Notwithstanding any provision hereof to the contrary, within ninety (90) days after Closing, the parties shall complete a good faith reconciliation of all closing costs, prorations and adjustments under this Article 6 and shall make any payments due to the other party pursuant thereto. Without limiting the foregoing, any party hereto shall be entitled to a post-Closing adjustment for any incorrect proration or adjustment, provided such adjustment is claimed by such party within one (1) year after the Closing Date.

**6.8. No Other Obligations.** No other expense related to the ownership or operation of the Property shall be charged to or paid or assumed by Buyer under this Agreement, other than those obligations expressly assumed by Buyer in writing.

**ARTICLE 7: REPRESENTATIONS AND WARRANTIES**

7.1. **Seller's Representations and Warranties.** As a material inducement to Buyer to execute this Agreement and consummate this transaction, Seller represents and warrants to Buyer as follows as of the date hereof (which representations, warranties shall also be true on the Closing Date as if made on the Closing Date):

(a) **Organization and Authority of Seller.** Seller has been duly organized, is validly existing, and is in good standing as a Maine limited liability company. Seller is in good standing and is qualified to do business in the state in which the Property is located. Seller has the full right, power and authority and has obtained any and all consents required to enter into this Agreement, all of the documents to be delivered by Seller at the Closing and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

(b) **Pending Actions or Proceedings.** There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller or otherwise relating to the Property. To Seller's knowledge, no condemnation, eminent domain or similar proceedings are pending or threatened with regard to the Property. Seller has not received any notice and has no knowledge of any pending or threatened liens, special assessments, impositions or increases in assessed valuations to be made against the Property.

(c) **Conflicts; Filings.** Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will: (i) violate any law to which Seller is subject, or any provision of its operating agreement or certificate of formation; or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject. Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement.

(d) **Title.** Seller has the property under contract and, at closing, will have insurable title to the Property, free and clear of all liens, encumbrances and restrictions, other than the matters described in Exhibits D, H and I attached hereto.

(e) **Service Contracts.** Set forth on Exhibit E is a list of all of the Services Contracts. The documents constituting the Service Contracts that are delivered to Buyer pursuant to Section 3.1 are true, correct and complete copies of all the Service Contracts affecting the Property. Neither Seller nor, to Seller's knowledge, any other party is in default in under any Service Contract.

(f) **Permits, Legal Compliance, and Notice of Defects.** The Property is raw land. Neither the Property nor the proposed use thereof violates any Permit, governmental law or regulation or any covenants or restrictions encumbering the Property. There are no physical defects in the Improvements. Seller has not received any written notice from any insurance

company or underwriter, or is otherwise aware, of any defects that would materially adversely affect the insurability of the Property or cause an increase in insurance premiums. Seller has not received notice from any governmental authority or other person of, nor has any knowledge of, any violation of zoning, building, fire, health, environmental, or other statutes, ordinances, regulations or orders (including, without limitation, those respecting the Americans with Disabilities Act), or any restriction, condition, covenant or consent in regard to the Property or any part thereof which have not been corrected to the satisfaction of the issuer.

(g) **Environmental**. Seller has no knowledge of any violation of any Environmental Law related to the Property or the presence or release of any Hazardous Materials on or from the Property except as disclosed in the environmental reports listed in Exhibit F attached hereto (the "**Environmental Reports**"). Except for de minimis amounts of Hazardous Materials used, stored and disposed of in accordance with Environmental Laws, and used in connection with the ordinary maintenance and operation of the Property, Seller has not manufactured, introduced, released or discharged from or onto the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials. Except as set forth in the Environmental Reports, there are no underground storage tanks located on the Property. Seller is not aware of any environmental assessments or studies which exist with respect to the Property except for the Environmental Reports.

(h) **Bankruptcy Matters**. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of a(i) n involuntary petition by its creditors, suffered the appointment of a receiver to take possession of all or substantially all of its assets, suffered the attachment or other judicial seizure of all or substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension or composition to its creditors generally.

(j) **PATRIOT Act**. Seller is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**"). Further, Seller covenants and agrees to make its policies, procedures and practices regarding compliance with the Orders, if any, available to Buyer for its review and inspection during normal business hours and upon reasonable prior notice. Neither Seller nor any beneficial owner of Seller:

(i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**");

(ii) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(iii) is owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

Seller hereby covenants and agrees that if Seller obtains knowledge that Seller or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Seller shall immediately notify Buyer in writing, and in such event, Buyer shall have the right to terminate this Agreement without penalty or liability to Seller immediately upon delivery of written notice thereof to Buyer.

(k) **Utilities.** Public utility services (including, without limitation, all applicable electric lines, sewer and water lines, gas, cable, television and telephone lines) are available to service the Property at the property line by means of a cross easement agreement between Seller and the Authority (the "**Cross Easement Agreement**"), and, to Seller's knowledge, said public utility services are adequate to service the requirements of the Property and its tenants and occupants as presently operated, and all payments currently due for the same have been made, and all necessary easements, permits, licenses and agreements in respect of any of the foregoing exist and are in full force and effect and are installed and operating and all installation and connection charges have been paid for in full. Neither Seller, nor to Seller's knowledge, any prior owner of the Property has received notice of any fact or condition existing and would or could result in the termination or reduction of the current access from the Property to existing roads and highways, or to sewer or other utility services available to the Property.

(l) **Disclosure.** Other than this Agreement, the documents delivered at Closing pursuant hereto (which will include the Cross Easement Agreement and a road maintenance agreement between Seller and the Authority (the "**Road Maintenance Agreement**")), the Permitted Exceptions, and the Accepted Service Contracts, there are no contracts or agreements of any kind relating to the Property to which Seller is a party and which would be binding on Buyer after Closing. Seller has delivered, or by the end of the Inspection Period will deliver, to Buyer all written materials in Seller's possession or control which contain information or disclose facts or conditions that would have a material adverse impact on the use, operation or marketability of the Property. The originals and copies of Seller Deliverables delivered to Buyer pursuant to Section 3.1 hereof are true, correct and complete originals or copies of the respective documents, instruments, agreements or other items, and Seller is not aware of any material inaccuracy or omission in the information in Seller Deliverables.

**7.2. Buyer's Representations and Warranties.** As a material inducement to Seller to execute this Agreement and consummate this transaction, Buyer represents and warrants to Seller as follows as of the date hereof (which representations, warranties shall also be true on the Closing Date as if made as of the date thereof):

(a) **Organization and Authority.** Buyer has been duly organized and validly exists as a Maine corporation. Buyer has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Buyer at the Closing will be, authorized and properly executed and constitutes, or

will constitute, as appropriate, the valid and binding obligation of Buyer, enforceable in accordance with their terms.

(b) **Pending Action.** There is no agreement to which Buyer is a party or to Buyer's knowledge binding on Buyer which is in conflict with this Agreement. There is no action or proceeding pending or, to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement.

(c) **Conflicts; Filings.** Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will: (i) violate any law to which Buyer is subject, or any provision of its operating agreement or certificate of formation; or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets is subject. Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement.

(d) **PATRIOT Act.** Buyer is in compliance with the requirements of the Order and other similar requirements contained in the rules and regulations of OFAC and in any enabling legislation or other Orders. Further, Buyer covenants and agrees to make its policies, procedures and practices regarding compliance with the Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice. Neither Buyer nor any beneficial owner of Buyer:

(i) is listed on the Lists;

(ii) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(iii) is owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

(e) Buyer hereby covenants and agrees that if Buyer obtains knowledge that Buyer or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Buyer shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Buyer immediately upon delivery of written notice thereof to Buyer.

### 7.3. **Indemnity.**

(a) Seller hereby agrees to indemnify, defend and hold Buyer harmless from any liability, claim, demand, loss, expense or damage, including, without limitation, attorneys' fees and costs (collectively, "**Claims**") arising out of (i) any breach of any representation or warranty of Seller set forth herein; (ii) any act or omission of Seller or any of its agents,

employees or contractors; or (iii) the ownership or operation of the Property accruing prior to the Closing Date.

(b) Buyer hereby agrees to indemnify, defend and hold Seller harmless from any Claims arising out of (i) any breach of any of representation or warranty of Buyer set forth herein, (ii) any act or omission of Buyer or any of, its agents, employees or contractors, or (iii) the ownership or operation of any Property accruing on or after the Closing.

(c) The following provisions govern all actions for indemnity under this Section 7.3 and any other provision of this Agreement. Promptly after receipt by an indemnitee of notice of any claim, such indemnitee will, if a claim in respect thereof is to be made against the indemnitor, deliver to the indemnitor written notice thereof. After such notice, the indemnitor shall be entitled, if it so elects at its own cost, risk and expense, (i) to take control of the defense and investigation of such lawsuit or action, (ii) to employ and engage attorneys of its own choice to handle and defend the same unless the named parties to such action or proceeding include both the indemnitor and the indemnitee and the indemnitee has been advised in writing by counsel that there exists a bona fide and recognized ethical conflict which would require that such counsel obtain a waiver or similar consent from each of the indemnitor and the indemnitee to undertake such joint defense, in which event the indemnitor shall be entitled, at the indemnitor's cost, risk and expense, to separate counsel of its own choosing only if it reasonably determines in good faith that such waiver or consent cannot be given, and (iii) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnitee, such consent not to be unreasonably withheld. If the indemnitor fails to assume the defense of such claim within thirty (30) calendar days after receipt of the claim notice, the indemnitee against which such claim has been asserted will (upon delivering notice to such effect to the indemnitor) have the right to undertake, at the indemnitor's sole cost and expense (to be reimbursed as accrued), the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnitor. In the event the indemnitee assumes the defense of the claim, the indemnitee will keep the indemnitor reasonably informed of the progress of any such defense, compromise or settlement. The indemnitor shall be liable for any settlement of any action effected pursuant to and in accordance with this Section 7.3 subject to the written consent of the indemnitor and for any final judgment (subject to any right of appeal), and the indemnitor agrees to indemnify and hold harmless an indemnitee from and against any losses by reason of such settlement or judgment; provided, however, that if an indemnitee settles a claim without the prior written consent of the indemnitor, then the indemnitor shall be released from liability with respect to such claim unless the indemnitor has unreasonably withheld such consent. The failure of indemnitee to deliver written notice to the indemnitor within a reasonable time after indemnitee receives notice of any such claim shall relieve such indemnitor of any liability to the indemnitee under this indemnity only if and to the extent that such failure is prejudicial to the indemnitor's ability to defend such action, and the omission so to deliver written notice to the indemnitor will not relieve it of any liability that it may have to any indemnitee other than under this indemnity.

**7.4. Survival of Representations, Warranties and Indemnity.** The representations, warranties and indemnities set forth in this Article 7 are made as of the Effective Date, and each party shall be deemed to have remade all of their respective representations, warranties and indemnities as of the Closing Date. No representations or warranties shall be deemed to be

merged into or waived by the instruments of Closing, but shall survive the Closing for a period of twenty-four (24) months.

## ARTICLE 8: DEFAULT AND REMEDIES

**8.1. Buyer's Remedies.** If this transaction fails to close as a result of any default on the part of Seller which has not been cured within thirty (30) days after written notice thereof from Buyer), then Buyer shall be entitled to such remedies for breach of contract as may be available at law and in equity, including, without limitation, (a) immediate refund of the Deposit and all interest earned thereon (notwithstanding anything in this Agreement to the contrary), (b) the remedy of specific performance, and (c) the right to assume and exercise all of Seller's rights under that (i) certain Purchase and Sale Agreement by and between Seller and the Authority dated as of August 11, 2014 relating to Lot 30 (the "**Authority P&S (Lot 30)**"), and (ii) that certain Purchase and Sale Agreement by and between Seller and the Authority dated as of August 11, 2014 relating to Lot 32 (the "**Authority P&S (Lot 32)**"). In furtherance of such remedy under subsection (c) above, Seller hereby grants and assigns to Buyer all of Seller's rights, title and interest under the Authority P&S (Lot 30) and the Authority P&S (Lot 32), such assignment to be automatically effective upon a default by Seller under this Agreement. In addition, if, after Seller's default, Buyer elects not to proceed with the Closing, then Seller shall, on demand, reimburse Buyer for all out-of-pocket expenses incurred by Buyer in connection with this Agreement (including, without limitation, all legal and other professional fees, due diligence and pre-construction expenses, equity and debt financing costs, and expenses relating to licensing), not to exceed \$250,000.00.

**8.2. Seller's Remedies.** If this transaction fails to close as a result of any default on the part of Buyer which has not be cured within thirty (30) days after written notice thereof from Seller, then Seller's sole remedy shall be to terminate this Agreement and receive the Deposit, as liquidated damages, as Seller's sole and exclusive remedy at law or in equity (Seller waiving all other rights or remedies in the event of such default by Buyer and the parties hereby acknowledging that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages).

**8.3. Remedies Cumulative.** The rights and remedies set forth in this Article 8 are cumulative with and in addition to the rights and remedies set forth in Section 5.5 hereof. In the event of any conflict or inconsistency between this Article 8 and Section 5.5 hereof, this Article 8 shall govern.

**8.4. Other Expenses.** If this Agreement is terminated due to the default of any party, then the defaulting party shall pay any fees due to the Escrow Agent.

## ARTICLE 9: MISCELLANEOUS

**9.1. Parties Bound.** Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void; provided, however, that Buyer may assign its rights and obligations under this Agreement without Seller's consent to any entity in which Buyer or any principals thereof will have a direct or indirect

ownership interest. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

**9.2. Headings.** The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

**9.3. Invalidity and Waiver.** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

**9.4. Governing Law.** This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the laws of the State of Maine.

**9.5. Survival.** The provisions of this Agreement that contemplate performance after the Closing including, without limitation, Section 5.9, Article 6, and Article 7, the obligations of the parties not fully performed at the Closing, and all indemnities set forth in this Agreement shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing, subject to the provisions of Section 7.4 hereof.

**9.6. No Third Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

**9.7. Entirety and Amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

**9.8. Time.** Time is of the essence in the performance of this Agreement.

**9.9. Confidentiality.** Neither party shall make any public announcement or other disclosure of this Agreement or any information related to this Agreement to outside brokers or third parties, before or after the Closing, without the prior written consent of the other party; provided, however, that each party may make disclosure of this Agreement to its lenders, creditors, officers, employees, representatives, investors, consultants and agents as necessary or appropriate to consummate the transactions contemplated herein.

**9.10. Enforcement Expenses.** Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees and costs, expended or incurred in connection therewith.

**9.11. Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Exhibit G. Any such notices shall be either (i) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered on the date of deposit with such courier, (ii) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered on the date of deposit with the U.S. Postal Service, (iii) sent by facsimile or email (provided a copy is sent by overnight delivery as provided above for delivery on the next Business Day), in which case notice shall be deemed delivered upon the mechanical confirmation of delivery, or (iv) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to Buyer shall be deemed given by Buyer and notices given by counsel to Seller shall be deemed given by Seller.

**9.12. Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and the documents to be executed at the Closing and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of this Agreement, the documents to be delivered at Closing or any exhibits or amendments thereto.

**9.13. Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of such period is to be included, unless such last day is not a Business Day in which event the period shall run until the end of the next Business Day.

**9.14. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or electronic mail counterparts of the signature pages.

**9.15. Further Assurances.** In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Buyer.

**9.16. Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

*[Remainder of this page intentionally left blank; signature page follows]*

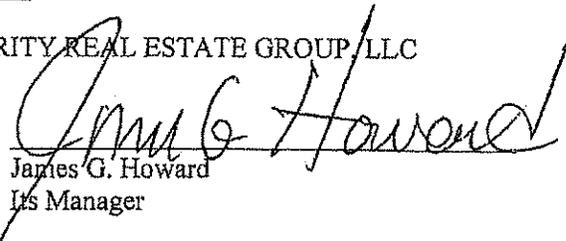
~~IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this~~  
Agreement on the day and year written below.

SELLER:

PRIORITY REAL ESTATE GROUP, LLC

Dated: 12-9-14

By:

  
James G. Howard  
Its Manager

BUYER:

SANDY RIVER II, INC.

Dated: \_\_\_\_\_

By:

\_\_\_\_\_  
Michael Tyler  
President

*[Signature Page to Purchase and Sale Agreement]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement on the day and year written below.

SELLER:

PRIORITY REAL ESTATE GROUP, LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James G. Howard  
Its Manager

BUYER:

SANDY RIVER II, INC.

Dated: 11/24/14

By: \_\_\_\_\_  
  
Michael Tyler  
President

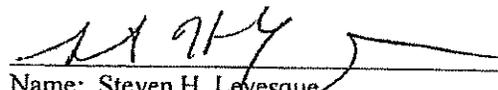
*[Signature Page to Purchase and Sale Agreement]*

**JOINDER**

The Authority hereby joins this Agreement for the sole purpose of agreeing to be bound by the following:

1. The Authority agrees to promptly give copies of any and all notices of default given to Seller by the Authority pertaining to the Property to Buyer.
2. The Authority shall not enter into any amendment or take any action that would adversely affect Buyer's rights under this Agreement relating to (i) the Property, (ii) the Authority P&S (Lot 30), or (iii) the Authority P&S (Lot 32), provided, however, that this paragraph shall not preclude the Authority from taking any action the Authority is entitled to take (including without limitation defaulting Seller) under the Authority P&S (Lot 30) or the Authority P&S (Lot 32).
3. The Authority agrees that it is bound by Sections 5.3 and 5.6(l) hereof.

Midcoast Regional Redevelopment Authority

By:   
Name: Steven H. Levesque

**JOINDER**

First American Title Insurance Company hereby joins this Agreement for the sole purpose of agreeing to be bound by the provisions of Sections 2.2 and 2.3 hereof.

First American Title Insurance Company

By:



Name: Jon Nichols

Title: Sr. Underwriter

List of Exhibits

<u>Exhibit</u>	<u>Description</u>
A	Definitions
B	Description of Land
C	Seller Deliverables
D	Title Matters
E	Service Contracts
F	Environmental Reports
G	Notice Addresses
H	Similar Deed
I	Sample Title Policy
J	Restriction on Competing Uses

## Exhibit A

### Definitions

“Business Day” means any day, other than a Saturday, Sunday, legal holiday or any other day on which national banks in Boston, Massachusetts are authorized or required by law to close for general banking business.

“Effective Date” shall mean the date that this Agreement has been executed and delivered by all parties hereto.

“Environmental Laws” shall mean all applicable federal, state, county, municipal and other local laws governing or relating to Hazardous Materials or the environment, together with their implementing regulations, ordinances and guidelines, including without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act.

“Escrow Agent” shall mean First American Title Insurance Company, 100 Pearl Street, 10th Floor, Hartford, Connecticut 06103, Attn: Jon Nichols.

“Hazardous Materials” shall mean, without limitation, polychlorinated biphenyls, urea formaldehyde, radon gas, lead paint, radioactive matter, medical waste, asbestos, petroleum products, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), and any substance, material, waste, pollutant or contaminant listed or defined as hazardous, infectious or toxic under any applicable federal, state or local law.

“Improvements” shall mean all buildings, improvements, fixtures, structures, parking areas and landscaping located on or appurtenant to the Land.

“Inspection Period” shall mean the period commencing on the date hereof and expiring on January 30, 2015.

“Land” shall mean the land described in Exhibit B attached hereto and all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to such land, including any and all mineral rights, development rights, water rights and the like; and all right, title, and interest of Seller in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such land.

“Lot 43” means all of the property formerly known as Naval Air Station, Brunswick.

“Permits” shall mean, collectively, all licenses, permits and certificates necessary for the ownership, use and operation of the Property, including, without limitation, all certificates of occupancy necessary for the occupancy of the Property.

“Permitted Exceptions” shall mean: (i) title and survey exceptions approved by Buyer pursuant to Section 3.3 of this Agreement; (ii) provisions of existing building and zoning laws; (iii) any liens for municipal betterments assessed after the date of this Agreement; (iv) existing rights and

obligations in party walls which are not the subject of written agreement; and (v) such taxes for the then current year as are not due and payable on the Closing Date.

"Permitting Contingency" shall mean the condition and contingency described in Section 5.2 hereof regarding the Proposed Project Approvals, the expiration of all appeal periods with respect thereto, and the adjudication of any appeal filed with respect thereto.

"Priority Group" shall mean Priority Group, LLC, a Maine limited liability company.

"Property" shall mean the Land and the Improvements.

"Proposed Project" shall mean a seventy (70) unit market-rate memory care community.

"Proposed Project Approvals" shall mean all approvals, consents, zoning changes, waivers, orders, agreements, acknowledgments, authorizations, permits and licenses required by any governmental authority or body or utility provider or under any applicable law, statute, regulation, judgment, or order or any restriction, covenant or easement affecting the Property that are necessary or appropriate for the construction or development of the Proposed Project, including but not limited to all land use approvals and a building permit issued by the Town of Brunswick, Maine.

"Purchase Price" shall mean Seven Hundred and Sixty-Five Thousand and 00/100 (\$765,000.00), subject to adjustments and prorations as set forth herein.

"Service Contracts" shall mean all service contracts and other contracts, agreements or instruments relating to the use, operation, maintenance or management of the Property.

"Title Company" shall mean First American Title Insurance Company (Hartford, Connecticut office).

**Exhibit B**

**Description of Land**

Subdivision Lots 30 and 32 as shown on the "Final Subdivision Plan, Brunswick Landing Subdivision, Phase I" prepared by Wright-Pierce recorded on March 18, 2013 in the Cumberland County Registry of Deeds in Plan Book 213, Page 79, affected by Minor Modification to Subdivision, Brunswick Landing Subdivision - Phase I, prepared by Wright-Pierce dated March 27, 2013 and recorded in the Cumberland County Registry of Deeds in Plan Book 213, Page 104, together with any improvements thereon unless otherwise provided herein.

## Exhibit C

### Seller Deliverables

1. All title insurance policies or other evidence of title, together with copies of all encumbrances, easements and restrictions and other matters referenced therein or otherwise affecting the property.
2. All surveys and plans including any topographic surveys and boundary surveys.
3. Copies of real estate tax bills and other municipal, county, state or other assessments for current and up to two prior years. The Property currently is not subject to municipal taxes and no tax bills have ever issued.
4. Information relating to the availability of any gas, water, electric, sewer or other utility services. Copies of any utility invoices for the prior twelve (12) months (if applicable).
5. All building and occupancy permits and licenses and all other governmental permits, licenses and approvals and notices of violation. This should include zoning opinions and other evidence of compliance with zoning (use, building dimensions, parking, loading and access), variances, special permits, site plan approvals, subdivision, building code, wetlands, curb cuts, historic regulations, environmental and similar land use laws and regulations as well as operational licenses for the facility.
6. All plans and specifications prepared in connection with the property including as-built plans, site plans, floor plans and model unit plans.
7. All leases, license agreements or similar agreements for use and occupancy allowing any lessees or third parties to use or occupy any portion of the property, together with all amendments, notices, estoppel certificates or agreements or documentation regarding security deposits.
8. All environmental reports on the property, including Phase I reports, Phase II reports; repairs re: air quality, asbestos, lead; all logs of geotechnical borings and testing wells and test results on the property. Any notices, citations or correspondence to or from the DEP, DEQE, local, state or national agencies; all environmental opinions on the property.
9. Any existing geotechnical, engineering, ADA or other reports or documentation regarding the status of the land, any structures thereon, and any mechanical, electrical, utility and other building systems.
10. All management contracts or other service agreements regarding maintenance or operation of the property. Agreements to include: elevator maintenance, landscaping, snow removal, fire alarm systems, and all other service agreements or contracts related to the property.
11. Copies of all warranties of guarantees for HVAC, roof, elevators and equipment.

12. Aerial photographs (if available).
13. List of all outstanding litigation.
14. Conceptual Design Plans Traffic Impact Analysis.
15. Historical and Conservation Restrictions.
16. Road Maintenance Agreement.
17. Cross Easement Agreement.

**Exhibit D**

**Title Matters**

Those title exceptions substantially similar to the policy issued on 16 Burbank Avenue and 62 Pegasus Street, attached hereto.

**Exhibit E**

**Service Contracts**

None.

**Exhibit F**

**List of Environmental Reports**

Findings of Suitability for Transfer by the Navy contained in the Economic Development Conveyance recorded at Book 29003, Page 167 in the Cumberland County Registry of Deeds.



**Exhibit H**  
**Similar Deed**

QUITCLAIM DEED WITH COVENANT  
(Maine Statutory Short Form)

MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, a body corporate and politic and a public instrumentality of the State of Maine, with a mailing address of 2 Pegasus Street, Suite 1, Unit 200, Brunswick, Maine ("GRANTOR"), for consideration paid, grants to \_\_\_\_\_, ("GRANTEE"), With Quitclaim Covenant, the premises, together with any buildings located thereon, situated in the Town of Brunswick, County of Cumberland, and State of Maine, more particularly described as follows:

See attached Exhibit A, (the "Property"), together with the perpetual rights and easements described on the attached Exhibit B, all of which is conveyed subject to certain terms, restrictions, easements, notices, reservations, conditions and covenants as referenced on the attached Exhibit C.

Being a portion of the property conveyed to Grantor by Quitclaim Deed of the United States of America, acting by and through the Secretary of the Navy, Base Closure Program Management Office Northeast, Philadelphia, PA ("Government") dated September 30, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29003, Page 167 ( the "Government Source Deed").

IN WITNESS WHEREOF, Midcoast Regional Redevelopment Authority has caused this instrument to be executed by Steven H. Levesque, its Executive Director, hereunto duly authorized, as of the \_\_\_ day of September, 2014.

WITNESS:

MIDCOAST REGIONAL REDEVELOPMENT  
AUTHORITY

By: Steven H. Levesque  
Its: Executive Director

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September \_\_\_, 2014

Then personally appeared the above-named Steven H. Levesque, Executive Director of Midcoast Regional Redevelopment Authority, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Midcoast Regional Redevelopment Authority.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
Print name

My commission expires \_\_\_\_\_

IN WITNESS WHEREOF, \_\_\_\_\_ has caused this instrument to be executed by \_\_\_\_\_, hereunto duly authorized, as of the \_\_\_ day of September, 2014, evidencing its acceptance thereof and its agreement to be bound by all the terms and provisions thereof.

By: \_\_\_\_\_  
Name:  
Title: Member

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

September \_\_, 2014

Then personally appeared the above-named \_\_\_\_\_, Member of \_\_\_\_\_, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of \_\_\_\_\_.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
Print name

My commission expires \_\_\_\_\_

Exhibit A

A certain lot or parcel of land located in the Town of Brunswick, County of Cumberland, State of Maine, bounded and described as follows:

[ADD PROPERTY DESCRIPTION]

## Exhibit B

The GRANTOR hereby grants to the GRANTEE (a) perpetual rights and easements for pedestrian and vehicular access to and from the Property, as described on Exhibit A to this Quitclaim Deed with Covenant (hereinafter sometimes referred to as the "Property"), for the benefit of the GRANTEE, the GRANTEE's agents, employees, guests, and invitees and for the general public, (b) and perpetual rights and easements for the installation, maintenance, repair and replacement of stormwater facilities and of utilities including, but not limited to, sewer lines, power lines, water lines, telephone lines, cable television lines and other communication and data lines, above and below ground, to serve the Property, said perpetual rights and easements hereinabove described to be over, upon, under and through that portion of the GRANTOR's property in Brunswick, Cumberland County, Maine, upon which are situated the existing roads and sidewalks and the presently existing stormwater facilities and presently existing utility facilities serving the Property. GRANTEE shall have the right to enter upon the GRANTOR's Property for purposes of exercising its rights hereunder. Notwithstanding the foregoing, the GRANTOR shall have the right to relocate and/or discontinue any of said roads, sidewalks, presently existing stormwater facilities and presently existing utility facilities so long as any such relocation or discontinuance does not result in the GRANTEE's receiving less than comparable vehicular and pedestrian access or stormwater or utility services, and provided that the activities involved in constructing or making any such relocation shall not unreasonably interfere with the Grantee's and Grantee's agent's, employees', guests', and invitees' use of the Property.

By acceptance of this Quitclaim Deed with Covenant, the GRANTEE agrees for itself and its successors and assigns to properly and professionally undertake all work permitted hereunder within the above-described areas only with the prior written consent of the GRANTOR or the GRANTOR's successors and assigns which consent shall not be unreasonably withheld, conditioned or delayed, at the GRANTEE's sole cost and expense and, following the completion of any such work within such areas and the disturbance of the such areas including, but not limited to, all landscaping and improvements therein, or any land adjacent thereto, to restore such areas and land adjacent thereto to their condition prior to the undertaking of such work. Such work shall be undertaken by the GRANTEE in such reasonable manner so as to minimize the disruption of the activities of the GRANTOR and its successors and assigns on the MRRA Properties, as hereinafter defined. Nothing herein shall be deemed to waive the obligations of the GRANTOR to maintain and repair in a commercially reasonable manner any electrical distribution infrastructure and water and sewer lines owned by the GRANTOR that provide service to the Property. In addition, GRANTOR agrees, for itself, and its successors and assigns, to maintain in a commercially reasonable manner all roads, sidewalks (including without limitation snowplowing and winter salting/sanding of such roads and sidewalks) and storm drains located on the premises owned by the GRANTOR regarding which GRANTEE has been granted perpetual rights and easements above.

The above-described perpetual rights and easements shall be binding upon the GRANTOR and shall inure to the benefit of the GRANTEE, its successors and assigns.

### Exhibit C

The Property, rights and easements herein conveyed as described in Exhibits A and B are subject to terms, restrictions, easements, reservations, covenants and conditions set forth as follows:

1. Government Restrictions. All terms, notices, restrictions, easements, reservations, covenants and conditions set forth in the Government Source Deed, which terms, restrictions, easements, reservations, covenants and conditions shall run with the land in perpetuity. As required in the Government Source Deed, specific reference is made to certain, but not all, covenants, particularly being:

- (a) Covenant Regarding Archeological Matters set forth in that certain Quitclaim Deed of the Government as follows: Quitclaim Deed dated September 30, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29003, Page 167 on Pages 7-8, Subsection XVII(a);
- (b) Covenant Regarding Historic Preservation set forth in those certain Quitclaim Deed of the Government as follows: Quitclaim Deed dated September 30, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29003, Page 167 on Pages 8-11, Subsection XVII(b).

By acceptance of this Quitclaim Deed with Covenant, GRANTEE herein assumes all obligations under such terms, restrictions, easements, reservations, covenants and conditions. And GRANTEE herein agrees that the terms, restrictions, easements, reservations, covenants and conditions referenced in this Quitclaim Deed with Covenant shall be expressly referenced in any subsequent deed or other legal instrument which GRANTEE divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof with the provision that any such subsequent transferee assumes all the obligations imposed upon the GRANTEE by the provision of this Quitclaim Deed with Covenant.

2. Utilities and Infrastructure. The GRANTOR hereby reserves ownership of all utility infrastructure, lines and equipment located above and below ground in the premises conveyed to the GRANTEE by this Quitclaim Deed with Covenant, except for the following which are hereby conveyed to the GRANTEE:

- (a) Electric lines and equipment and infrastructure servicing any building situated on the Property, but only starting from the point immediately following the last transformer in the service line and running to the point of entry to such building.
- (b) All electrical lines and equipment and infrastructure and any other components of the electrical distribution system located within the boundaries of the Property.
- (c) Water and sewer lines and equipment directly serving any building presently located on the Property, but only starting from the edge of the street beneath which the main water and sewer lines are buried and running to the point of entry to such building.

Notwithstanding the foregoing, the GRANTOR and GRANTEE intend that the GRANTOR shall retain ownership of all so-called "trunk lines" providing water and sewer service wherever such "trunk lines" may be situated.

All utility infrastructure, lines and equipment conveyed to GRANTEE by this Quitclaim Deed with Covenant are conveyed (a) "as-is, where is, with all faults"; GRANTOR has not made and does not make any representation or warranty of any nature as to the physical condition or operation thereof and (b) subject to any previously existing rights of others therein, including without limitation the rights to use any utility poles or replacements thereof for other utility equipment.

In addition to the rights reserved above, the GRANTOR hereby reserves perpetual rights and easements for the access to, installation, maintenance, repair and replacement of the utility infrastructure, lines and equipment hereinabove described over, under and through the Property. The GRANTOR agrees for itself and its successors and assigns to properly and professionally undertake all work permitted with respect to such utility infrastructure, lines and equipment at its sole cost and expense and, following the completion of any such work and the disturbance of the GRANTEE's property including, but not limited to, all landscaping and improvements therein, or any land adjacent thereto, to restore such areas and land adjacent thereto to their condition prior to the undertaking of such work. Such work shall be undertaken by the GRANTOR in such reasonable manner so as to minimize the disruption of the activities of the GRANTEE and its successors and assigns on the Property.

In addition to the rights reserved above, the GRANTOR hereby grants to the GRANTEE perpetual rights and easements for the access to, installation, maintenance, repair and replacement of the utility infrastructure, lines and equipment hereinabove described over, under and through the GRANTOR's property. The GRANTEE agrees for itself and its successors and assigns to properly and professionally undertake all work permitted with respect to such utility infrastructure, lines and equipment only with the prior written consent of the GRANTOR or the GRANTOR's successors and assigns which consent shall not be unreasonably withheld, conditioned or delayed, at the GRANTEE's sole cost and expense and, following the completion of any such work and the disturbance of the GRANTOR's property including, but not limited to, all landscaping and improvements therein, or any land adjacent thereto, to restore such areas and land adjacent thereto to their condition prior to the undertaking of such work. Such work shall be undertaken by the GRANTEE in such reasonable manner so as to minimize the disruption of the activities of the GRANTOR and its successors and assigns on the MRRA Properties.

GRANTOR and GRANTEE acknowledge that (a) GRANTOR was established as a body corporate and politic and a public instrumentality of the State of Maine and is entrusted, pursuant to 5 M.R.S.A. section 13083-G with acquiring and managing the properties within the geographic boundaries of the former Brunswick Naval Air Station ("BNAS") and (b) the GRANTOR has acquired certain portions of the property formerly comprising BNAS from the Government pursuant to the Government Source Deed and otherwise, and expects to acquire additional portions of the former BNAS from the Government (the portions of the former BNAS now owned by the GRANTOR together with those portions of the former BNAS to be subsequently acquired by the GRANTOR being collectively referred to herein as the "MRRA Properties").

The rights and easements hereinabove reserved and the terms and conditions hereof shall be binding upon and shall inure to the benefit of the GRANTOR, its successors and assigns, and shall be appurtenant to the MRRA Properties.

**Exhibit I**  
**Sample Title Policy**

 <b>Owner's Policy</b>	<b>Owner's Policy of Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
	POLICY NUMBER <b>5011400-0744274e</b>

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

**First American Title Insurance Company**



*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Timothy Kemp*

Timothy Kemp  
Secretary

For Reference:

File #: 13-PDG.BL.26-27

Issued By:

Moncure & Barnicle  
9 Bowdoin Mill Island  
Topsham, ME 04086

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

Copyright 2009-2008 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association

Issued with Policy Number: 5011300-1137437E

SCHEDULE A

Name and Address of Title Insurance Company: First American Title Insurance Company  
100 Foden Road  
South Portland, ME 04106

File Number: 13-PDG.BL.26-27 Policy Number: 5011400-0744274E

Address Reference: 16 Burbank Avenue & 62 Pegasus Street  
Brunswick, ME 04011

Amount of Insurance: \$ [REDACTED] Premium: \$ [REDACTED]

Date of Policy: July 26, 2013 at 02:47 PM

1. Name of Insured:  
Priority Real Estate Group, LLC
2. The estate or interest in the Land that is insured by this policy is:  
Fee Simple
3. Title is vested in:  
Priority Real Estate Group, LLC by virtue of a Deed from Midcoast Regional Redevelopment Authority, dated July 26, 2013 and recorded in the Cumberland County Registry of Deeds at Book 30873, Page 118
4. The Land referred to in this policy is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

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

Moncure & Barnicle

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN  
LAND TITLE  
ASSOCIATION



First American Title Insurance Company

**SCHEDULE B**

File Number: 13-PDG.BL.26-27

Policy Number: 5011400-0744274E

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

1. This policy does not insure the accuracy of any statement of area, square footage or acreage of land appearing in the insured description or attached plat, if any.
2. The amount of insurance shown in Schedule A exceeds the sale price, if any, paid by the insured and is an arbitrary amount requested by the insured, which includes an estimated valuation for either an anticipated change of use, new development or new construction of improvements or all of these. The amount of insurance is neither a guarantee of such land valuation either now in the future, nor an admission by the Company that the insured shall have an "actual loss" of such amount in the event of a complete failure of title at any time. Further, in providing a policy in the amount requested, the Company does not expressly or by implication (a) waive or delete any of the Exclusions From Coverage contained herein, nor (b) insure land or property of any kind or nature not specifically described in Schedule A.
3. Rights of Providence Service Corporation of Maine, Inc., as tenant only, under unrecorded lease dated March 22, 2013.

\* See SCHEDULE B Continuation Sheet Attached \*

FIRST AMERICAN TITLE INSURANCE COMPANY  
Owner's Policy Number 5011400-0744274E

SCHEDULE B – Exceptions From Coverage  
Continuation Sheet

4. Rights of others in and to the use of the appurtenant easements to the insured premises herein and terms and conditions relative to the use thereof.

5. Location of certain utilities as disclosed on a plan entitled, "Metes and Bounds Survey of Second Taking of Land, U.S. Naval Air Station, Brunswick, Maine", prepared by C. H. Barron, C. E., dated April 17, 1943 and recorded in the Cumberland County Registry of Deeds in Plan Book 29, Page 25.

6. Terms, covenants, easements, restrictions and conditions set forth in an Agreement Granting Reciprocal Easement for Ingress and Egress, General Access and Utility Service by and between United States of America, acting through the Department of the Navy and MRRA, dated March 28, 2011 and recorded in the Cumberland County Registry of Deeds in Book 28607, Page 205.

*Note: The Company will affirmatively insure against loss or damage sustained by the insured as a result of the assertion that the use, or existence of any building(s) as presently located on the insured land create a violation of any covenant, easement, restriction or condition set forth in #6.*

7. Terms and conditions of a Department of Environmental Protection Order recorded on January 11, 2011 in the Cumberland County Registry of Deeds in Book 28440, Page 111.

8. Easement and right of way given by the United States of America to W/S Brunswick Properties Limited Partnership in a Grant of Easement dated June 5, 1992 and recorded in the Cumberland County Registry of Deeds at Book 10124, Page 116.

9. Matters set forth in a Department of Environmental Protection Order dated March 28, 2001 and recorded in the Cumberland County Registry of Deeds at Book 16164, Page 300.

10. Matters set forth in a Department of Environmental Protection Order dated November 21, 2001 and recorded in the Cumberland County Registry of Deeds at Book 17095, Page 171.

11. Matters set forth in a Department of Environment Protection Order dated March 4, 2003 and recorded in the Cumberland County Registry of Deeds at Book 19232, Page 329.

12. Terms, provisions, restrictions, rights and covenants set forth in a Quitclaim Deed from the United States of America, acting by and through the Secretary of the Navy, dated June 27, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29754, Page 1. (Main Base Parcels EDC 8-14 and EDC-Hsg-Main-A-1), more particularly set forth as follows: (references are found in Book 29754, Page 1)

- a. Covenant for Reinvestment, Page 3, Special Sections, I;
- b. Easements to United States Coast Guard, Federal Aviation Administration and United States Army, Page 3, Special Sections III;
- c. Easement to PPV Housing for utilities, Page 3, Special Sections, IV;
- d. Terms and conditions of the Federal Facility Agreement dated October 19, 1990, Page 7, Special Sections XIII;

- e. Terms and conditions of the Finding of Suitability to Transfer, FOST 2012-1 dated May 24, 2012, Page 4, Special Sections V;
- f. Reservation of access easements to the United States Environmental Protection Agency and the Maine Department of Environmental Protection, Page 5, Special Sections XI and Page 7, Special Sections XIV;
- g. Covenants and restrictions concerning groundwater use, Page 7, Special Sections XV;
- h. Covenants and restrictions concerning soil disturbance, Page 7, Special Sections XVII;
- i. Covenant and disclosure regarding asbestos, Page 7, Special Section XVIII;
- j. Covenant and disclosure regarding lead based paint hazard, Page 9, Special Sections XIX;
- k. Covenant and disclosure regarding the presence of PCB's, Page 9, Special Sections XV;
- l. Reservation regarding groundwater monitoring wells, Page 9, Special Section XXI;
- m. Covenant and restriction regarding Annual Certification, Page 10, Special Sections XXII;
- n. Covenants for historic property and archeological matters, Page 10, Special Sections XXIII a & b;
- o. Covenant regarding FAA Construction, Page 14, General Provisions XXVI; and
- p. Covenant regarding non-discrimination, Page 14, General Provisions XXVII.

*Note: The Company will affirmatively insure against loss or damage sustained by the Insured if a violation of any terms, covenants, restrictions or conditions set forth in the above #12 has occurred as of the Effective Date.*

*Note: The Company insures against loss or damage sustained if a present or future violation of any of said covenants, conditions or restrictions (1) divests, subordinates or extinguishes the lien of the Insured Mortgage, (2) impairs its validity, enforceability or priority, or (3) causes a loss of Title if the Insured has acquired Title in satisfaction or partial satisfaction of the Indebtedness secured by the Insured Mortgage.*

13. Insofar as it affects access, the use of utilities and signage rights, terms, provisions, restrictions, rights and covenants set forth in a Quitclaim Deed from the United States of America, acting by and through the Secretary of the Navy, dated September 30, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29004, Page 173 ("Utility Parcel Deed"), more particularly set forth as follows: (references are found in Book 29004, Page 173)

- a. Covenant for Reinvestment, Page 3, Special Sections, I;
- b. Easements to United States Coast Guard, Federal Aviation Administration and United States Army, Page 3, Special Sections III;
- c. Easement to PPV Housing for utilities, Page 3, Special Sections, IV;
- d. Terms and conditions of the Federal Facility Agreement dated October 19, 1990, Page 4, Special Sections V;
- e. Terms and conditions of the Finding of Suitability to Transfer, FOST 2011-1 dated July, 2011, Page 4, Special Sections VI;
- f. Reservation of access easements to the United States Environmental Protection Agency and the Maine Department of Environmental Protection, Page 4, Special Sections VIII;

- g. Covenant and restriction regarding soil disturbance, Page 4, Special Sections IX;
- h. Covenant and restriction regarding the use of groundwater, Page 5, Special Sections X;
- i. Covenant and disclosure regarding asbestos, Page 5, Special Section XI;
- j. Covenant and disclosure regarding lead based paint, Page 5, Special Section XII;
- k. Covenant and disclosure regarding presence of PCB's, Page 6, Special Section XIII;
- l. Reservation regarding groundwater monitoring wells, Page 6, Special Section XIV;
- m. Covenant and restriction regarding Annual Certification, Page 6, Special Sections XV;
- n. Covenant regarding History Property and Archeological Matters, Page 6, Special Sections XVI a, b & c;
- o. Covenant regarding FAA Construction, Page 11, General Provisions XX=VII; and
- p. Covenant regarding non-discrimination, Page 12, General Provisions XIX.

*Note: The Company will affirmatively insure against loss or damage sustained by the Insured if a violation of any terms, covenants, restrictions or conditions set forth in the above #13 has occurred as of the Effective Date.*

*Note: The Company insures against loss or damage sustained if a present or future violation of any of said covenants, conditions or restrictions (1) divests, subordinates or extinguishes the lien of the Insured Mortgage, (2) impairs its validity, enforceability or priority, or (3) causes a loss of Title if the Insured has acquired Title in satisfaction or partial satisfaction of the Indebtedness secured by the Insured Mortgage.*

14. Notes, easements and other such matters set forth on the plan entitled "Final Subdivision Plan Brunswick Landing Subdivision, Phase I" prepared by Wright-Pierce recorded on March 18, 2013 in the Cumberland County Registry of Deeds at Plan Book 213, Page 79, as amended by "Minor Modification of Subdivision, Brunswick Landing Subdivision, Phase I", prepared by Wright-Pierce, dated March 27, 2013 and recorded at Plan Book 213, Page 104.

15. Notes, easements and other such matters set forth on the plan entitled "Plan of Lots 26 & 27 – Brunswick Landing Subdivision - Phase I made for Wright-Pierce Midcoast Regional Redevelopment Authority" by Titcomb Associates, dated March 12, 2013, revised May 1, 2013 and recorded in the Cumberland County Registry of Deeds at Plan Book 213, Page 304, including the 25' wide right of way for lots 20 and 24 over and across lot 26.

16. Any state of facts which would be disclosed by an accurate survey or inspection of the premises subsequent to the date of the Policy.

17. Terms, restrictions, easements, notices, reservations, conditions and covenants set forth in the deed from Midcoast Regional Redevelopment Authority to Priority Real Estate Group, LLC dated July 26, 2013 and recorded at Book 30873, Page 118.

18. Mortgage, Security Agreement, Lease Assignment and Financing Statement from Priority Real Estate Group, LLC to Sanford Institution for Savings, dated July 26, 2013, and recorded on 07/26/13 in the Cumberland County Registry of Deeds, in Book 30873, Page 127 in the principal sum of \$2,100,000.00.

19. Road and Common Facilities Maintenance Agreement by and between Midcoast Regional Redevelopment Authority and Priority Real Estate Group, LLC, dated July 26, 2013 and recorded at Book 30884, Page 118.

- 4) N 30°59'22" W by said Lot 24 a distance of Twenty-Five and 00/100 (25.00) feet to a point and the southeasterly sideline of said Lot 20;
- 5) N 58°40'01" E by said Lot 20 a distance of Three Hundred Thirty-Nine and 00/100 (339.00) feet to a point of curvature;
- 6) Northerly by said Lot 20, following a curve to the left having a radius of Twenty and 00/100 (20.00) feet, an arc distance of Thirty-One and 49/100 (31.49) feet to the point of beginning.

Parcel 2

Lot 27 of the Final Subdivision Plan of Brunswick Landing Subdivision- Phase 1, Brunswick, Cumberland County, Maine, prepared by Wright-Pierce, dated March 11, 2013 and recorded in the Cumberland County Registry of Deeds in Plan Book 213, Pages 79 through 85, more particularly described as follows:

A certain lot or parcel of land located in the Town of Brunswick, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the southwesterly sideline of Pegasus Street at the easterly corner of Lot 26 as shown on a "Final Subdivision Plan, Brunswick Landing Subdivision, Phase 1" prepared by Wright-Pierce dated March 3, 2013 and recorded in the Cumberland County Registry of Deeds in Plan Book 213, Page 79-85. Thence:

- 1) S 31°32'42" E by said Pegasus Street a distance of Two Hundred Fourteen and 36/100 (214.36) feet to a point of curvature at the intersection of said Pegasus Street and the northwesterly sideline of Burbank Avenue;
- 2) Southerly by said Pegasus Street and said Burbank Avenue, following a curve to the right having a radius of Twenty and 00/100 (20.00) feet, an arc distance of Thirty-One and 51/100 (31.51) feet to the northwesterly sideline of Burbank Avenue;
- 3) S 58°43'44" W by said Burbank Avenue a distance of One Hundred Forty-Nine and 97/100 (149.97) feet to a point and the easterly corner of Lot 25 as shown on said Plan;
- 4) N 30°59'22" W by said Lot 25 a distance of Two Hundred Thirty-Four and 27/100 (234.27) feet to a point and the southeasterly sideline of said Lot 26;
- 5) N 58°40'01" E by said Lot 26 a distance of One Hundred Sixty-Seven and 79/100 (167.79) feet to the point of beginning.

The above described parcel contains 0.91 acres, more or less, and being the same parcel shown as Lot 27 on the above referenced Plan. Bearings are referenced to Grid North, Maine State Plane Coordinate System, West Zone. Capped 5/8" rebar set at all points referenced herein.

**Exhibit J**

**Restriction on Competing Uses**

[See attached pages]

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

FRANK A. APPICELLI, ESQ.  
CARLTON FIELDS JORDEN BURT  
ONE STATE STREET, SUITE 1800  
HARTFORD, CONNECTICUT 06103

---

Space above this line for Recorder's Use

**COMPETING USE RESTRICTION COVENANT AND AGREEMENT**

**PRIORITY REAL ESTATE GROUP, LLC** (“Priority”) and **MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY** (the “Authority”) hereby agree, for themselves and their respective legal representatives, mortgagees, successors and assigns, that they shall not, for a period of three (3) years from and after the date hereof (the “Term”), enter into a contract for or otherwise support (exclusive of providing municipal and/or utility services), assist or engage in the sale, transfer, development, construction, operation, ownership or leasing of any portion of that certain parcel of land as more particularly described in Exhibit A attached hereto (the “Former Base Property”) excluding therefrom that certain parcel of land as more particularly described in Exhibit B attached hereto (the “Sandy River Parcel”) and that certain parcel of land known as “Lot 43” as more particularly described in Exhibit C attached hereto for a memory care or assisted living facility.

This Agreement, and the aforesaid restrictions regarding the use and enjoyment of the Former Base Property, shall be a burden on and run with the Former Base Property, and shall run to the benefit of, and shall be enforceable by, the present and future owners of the Sandy River Parcel and their successors and assigns.

This Agreement shall be in full force and effect until the earlier to occur of the expiration of the Term or the recordation of a termination or discharge of this Agreement executed by the then current owner of the Sandy River Parcel. This Agreement shall terminate automatically, without the requirement of the execution or recordation of any further instrument of termination, upon the expiration of the Term.

This Agreement may not be amended, modified or supplemented except with the written consent of the then current owner of the Sandy River Parcel.

***[THIS SPACE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]***

Exhibit J-1

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed, under seal, as of the day and year first above written.

PRIORITY REAL ESTATE GROUP, LLC

By: \_\_\_\_\_  
James G. Howard  
Its Manager

MIDCOAST REGIONAL REDEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Name:  
Title:

SANDY RIVER II, INC.

By: \_\_\_\_\_  
Michael Tyler  
President

STATE OF  
COUNTY OF \_\_\_\_\_, ss.

\_\_\_\_\_, 201\_

Then personally appeared the above-named James G. Howard, the Manager of PRIORITY REAL ESTATE GROUP, LLC, and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of the said limited liability company.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(SEAL)

STATE OF  
COUNTY OF \_\_\_\_\_, ss.

\_\_\_\_\_, 201\_

Then personally appeared the above-named \_\_\_\_\_, the \_\_\_\_\_ of SANDY RIVER II, INC., and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of the said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(SEAL)

STATE OF  
COUNTY OF \_\_\_\_\_, ss.

\_\_\_\_\_, 201\_

Then personally appeared the above-named \_\_\_\_\_, the \_\_\_\_\_ of MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of the said limited liability company.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(SEAL)

**Exhibit A**  
**Former Base Property**

All that property formerly known as Naval Air Station, Brunswick.

**Exhibit B**

**Sandy River Property**

Subdivision Lots 30 and 32 as shown on the "Final Subdivision Plan, Brunswick Landing Subdivision, Phase I" prepared by Wright-Pierce recorded on March 18, 2013 in the Cumberland County Registry of Deeds in Plan Book 213, Page 79, affected by Minor Modification to Subdivision, Brunswick Landing Subdivision - Phase I, prepared by Wright-Pierce dated March 27, 2013 and recorded in the Cumberland County Registry of Deeds in Plan Book 213, Page 104, together with any improvements thereon unless otherwise provided herein.

Exhibit C

“Lot 43”

A certain lot or parcel of land located in the Town of Brunswick, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the northerly sideline of Neptune Street at the southeasterly corner of Lot 42 as shown on a “Final Subdivision Plan, Brunswick Landing Subdivision, Phase I” prepared by Wright-Pierce dated March 11, 2013 and recorded in the Cumberland County Registry of Deeds in Plan Book 213, Pages 79-85. Thence:

- 1) N 23°15'14" W by said Lot 42 a distance of Three Hundred Seventy-Four and 79/100 (374.79) feet to a point;
- 2) N 00°26'54" E by said Lot 42 and Lot 36 as shown on said Plan a distance of Two Hundred Ninety-Five and 57/100 (295.57) feet to a point and the southeasterly corner of Lot 35 as shown on said Plan;
- 3) N 35°00'51" E by said Lot 35 a distance of Five Hundred Seventy-Five and 45/100 (575.45) feet to a point and land now or formerly of Affordable Midcoast Housing LLC as described in a deed recorded in said Registry in Book 29562, Page 31;
- 4) S 55°26'37" E by said land of Affordable Midcoast Housing LLC a distance of Five Hundred and 00/100 (500.00) feet to a point and the westerly sideline of said Neptune Street;
- 5) Southerly by said Neptune Street, following a curve to the left having a radius of Three Hundred and 00/100 (300.00) feet, an arc distance of One Hundred Twenty-Seven and 60/100 (127.60) feet to a point, said point being located S 15°38'00" W a distance of One Hundred Twenty-Six and 64/100 (126.64) feet from the last mentioned point;
- 6) S 03°26'53" W by said Neptune Street a distance of Two Hundred Sixty-Eight and 09/100 (268.09) feet to a point of curvature;
- 7) Southerly by said Neptune Street, following a curve to the right having a radius of Eight Hundred Seventy and 00/100 (870.00) feet, an arc distance of One Hundred Fourteen and 78/100 (114.78) feet to a point;
- 8) S 11°00'25" W by said Neptune Street a distance of One Hundred Ten and 43/100 (110.43) feet to a point of curvature;
- 9) Southwesterly by said Neptune Street, following a curve to the right having a radius of Three Hundred Forty and 00/100 (340.00) feet, an arc distance of One Hundred Eighty and 26/100 (180.26) feet to a point;

10) S 41°23'01" W by said Neptune Street a distance of Two Hundred Forty-Nine and 76/100 (249.76) feet to a point of curvature;

11) Westerly by said Neptune Street, following a curve to the right having a radius of Seventy and 00/100 (70.00) feet, an arc distance of One Hundred Seven and 46/100 (107.46) feet to a point;

12) N 50°39'25" W by said Neptune Street a distance of Two Hundred Nineteen and 67/100 (219.67) feet to the point of beginning.

The above described parcel contains 14.70 acres, more or less, and being the same parcel shown as Lot 43 on the above referenced Plan. Bearings are referenced to Grid North, Maine State Plane Coordinate System, West Zone. Capped 5/8" rebar set at all points referenced herein.

Reference is herein made to a "Plan of Schott Parcels" made for Wright-Pierce and Midcoast Regional Redevelopment Authority by Titcomb Associates dated December 11, 2012 and revised April 5, 2013.





**BRUNSWICK PLANNING BOARD  
JANUARY 13, 2015**

**MEMBERS PRESENT:** Chair Charlie Frizzle, Vice Chair Margaret Wilson, Bill Dana, Soxna Dice, Dale King, and Richard Visser

**MEMBERS ABSENT:** Dann Lewis

**STAFF PRESENT:** Director of Planning and Development, Anna Breinich; Town Planner, Jeremy Doxsee

A meeting of the Brunswick Planning Board was held on Tuesday, January 13, 2015 in Council Chambers, 1<sup>ST</sup> Floor, 85 Union Street. Chair Charlie Frizzle, called the meeting to order at 7:00 P.M.

**Case # 14-038 Sketch Plan for Professional Office Buildings and Lot Line Adjustments to Brunswick Landing Subdivision (Case # 14-017):** The Board will review and take action on a Sketch Plan Major Development Review application submitted by Priority Real Estate Group to adjust lot lines delineating Lots 6A, B, & C of the previously approved Amended Brunswick Landing Subdivision and to develop a 10,000 sf footprint office building, a 15,000 sf footprint office building, a 4,000 sf footprint financial institution with a drive through, a 195 space parking lot, along with associated site improvements, on 3 contiguous lots (6A, 6B, 6C) totaling 5.61 acres, located at 4-16 Admiral Fitch Drive, in the BNAS Reuse District (R-CMU Land Use District), and also within the previously Planning Board-approved Brunswick Landing Common Development Plan area. Assessor's Map 40, Lot 37.

Jeremy Doxsee introduced the application for Lot 6 as proposed in the Common Development Plan (CDP) approved in June 2014 and noted that this application is for Sketch Plan Major Development review with a Final Plan to follow. Jeremy said that this application is for 3 lots, Lot 6A is 1.34 acres, Lot 6B is 1.49 acres and Lot 6C is 2.78 acres with primary access on Admiral Fitch Ave. with secondary access off Allagash Drive. In total, this project includes 5.61 acres with a proposed a 10,000 sf footprint office building, a 15,000 sf footprint office building, a 4,000 sf footprint financial institution with a drive through, a 195 space parking lot, and associated site improvements. Jeremy pointed out that the basic layout of the site and service have been included in packet and that the development has been designed in compliance with the CDP.

Charlie Frizzle noted that they should be looking at plan C101 included in the packet.

Tom Saucier, Site Design Associates, reviewed a PowerPoint presentation and the proposed lot layout. Margaret Wilson asked what the setbacks were for each building. Tom replied that they will be labeled on the final plan. Margaret said that the applicant should be clear about what is/are the front and the sides of the buildings and asked what the address will be as she is concerned with the setbacks. Tom replied that the front for 6A would be Bath Road. Lot 6B is a corner lot with frontage on Admiral Fitch and Bath Road and Lot 6C with frontage on Admiral Fitch Drive and Allagash Drive.

With respects to the Staff Review comments, Charlie Frizzle asked about adding a cross walk on Admiral Fitch and Tom Saucier replied that there will be a sidewalk. Charlie said that John Foster noted that the drive thru lane is very wide and Tom replied that they can narrow it up a little. With respect to building frontages, Charlie said that they all appear to face the internal parking lot, but said that it is the view of these buildings from the front / Bath Road that they need to be concerned about and will need to pay attention to. With respects to Stormwater, Charlie said that the Town would prefer that stormwater be addressed collectively and Tom replied that stormwater will be addressed collectively in the beginning, but it may not be permanent depending on how the lots are sold. Bill Dana asked where the sewer drains go and Tom replied that there is a pump system; the Sewer District has been informed. Dale King asked why the drive thru lane is so wide and Tom replied that this was a concept that is still in design. Jeremy Doxsee pointed out that lot 6C has a potential stormwater area and lot 6A could be permitted to use lot 6C for stormwater. Soxna Dice asked if they could reduce the impervious coverage through reducing the drive thru or by removing the island in the separate drive way entrance for the financial institution. Tom replied that they discussed this in Staff Review and with the way the lots are going to be sold they need to keep the second access. Tom said that they can reduce the endcaps and make the lanes narrower. Soxna suggested waiving some of the parking spaces and Tom replied that if the buildings are sold as single story buildings, they can reduce parking. Tom said that if the developer felt that the tenant required less parking per the Town requirement then they would ask for a waiver as it is \$3,000 per parking space and it would make sense, but at this point, they are at a concept plan. Margaret Wilson replied that she shares Soxna's concern about reducing the impervious surface and said that anything that can be done to reduce the impervious surface, the better. Charlie replied that if parking meets requirement, he is less inclined to place a lot of restrictions on the developer.

With regards to the stream, Charlie Frizzle said that he is persuaded by the arguments that the applicant has put forth but asked for clarification on the 75 foot and the 25 buffers and asked that the applicant to describe these measurements. Tom Saucier clarified the measurements and jurisdiction of the DEP over a stream and adjacent land area. Soxna Dice asked who reviews these types of determinations when they are part of an application and Jeremy Doxsee replied that they do not have an expert on staff, but they do have experience on staff and that staff can refer to the consultant engineer. Jeremy said that he has spoken to Steve Walker who questioned the methodology that Mr. Forester used in deciding whether or not the stream met the Town criteria. Tom reviewed the process which they went through in determining natural resources and why they felt that the stream doesn't meet the Town definition but meets the DEP stream determination. Margaret Wilson clarified that the reason why this is relevant is because the town has a 75 foot no disturb rule and the state has a 25 foot no disturb rule requirement. Jeremy Doxsee asked if staff could obtain a written copy of the common methodology practices that were used along with the dates that site visits were made.

With regards to the forested wetlands, Tom Saucier stated that they have submitted a detailed response to Steve Walkers concerns. Tom said that municipalities usually regulate wetlands and noted that in reviewing the definition of a fresh water wetland, it specifically excludes forested wetlands. Soxna Dice asked for clarification on NRPZ protections and Jeremy Doxsee replied that there is no specific standard, but one could conclude that in preserving natural resources, you are preserving wetlands to the extent that they work with applicants.

Charlie Frizzle opened the meeting to public comment. No comments were made and the public comment period was closed.

**MOTION BY BILL DANA THAT THE BOARD DEEMS THE SKETCH PLAN TO BE COMPLETE. SECONDED BY SOXNA DICE, APPROVED UNANIMOUSLY.**

**MOTION BY DALE KING THAT THE BOARD APPROVES THE SKETCH PLAN. SECONDED BY BILL DANA, APPROVED UNANIMOUSLY.**

### **Zoning Ordinance Rewrite Committee (ZORC) Update**

Anna Breinich said that they are in the process of completing the review of the general public comments. It is the intention to wrap up items such as signs and be able to wrap up the text by beginning of February for Clarion Associates to rewrite and then staff will be looking at the zoning maps. Anna Breinich reviewed the upcoming meeting schedule.

### **Approval of Minutes**

No minutes were approved at this meeting.

### **Other Business**

No other business.

### **Adjourned**

This meeting was adjourned at 8:05 P.M.

Attest

Tonya D. Jenusaitis  
Recording Secretary