



TOWN OF BRUNSWICK

PLANNING BOARD

85 UNION STREET
BRUNSWICK, ME 04011

**PLANNING BOARD
AGENDA
BRUNSWICK TOWN HALL
COUNCIL CHAMBERS
85 UNION STREET**

THURSDAY, SEPTEMBER 10, 2015, 7:00 P.M.

1. **Case # 15-015 Meadow Rose Farm Subdivision:** The Board will review and take action regarding a **Final Plan Major Development Review** application, submitted by Two Clarks, LLC, for a proposed 12-lot residential subdivision, associated conservation lands, and a 1,500 linear foot private lane accessed from Church Road, located on a 71.4 acre lot in the **Rural Brunswick Smart Growth Overlay District, within the Coastal Protection 2 (CP2) Zoning District. Assessor's Map 17, Lot 126.**
2. **Case # 15-037 Brunswick Landing Subdivision Lots 30 and 32 Amendment:** The Board will review and take action regarding a combined **Major Development Review** application, submitted by Sandy River II, Inc., dba Sandy River Company, to revise boundary lines for Lots 30 and 32 of the approved Brunswick Landing Subdivision Plan, Phase 1. **Located in BNAS Reuse Zoning District Reuse-Residential (RR); Assessor's Map 40, Lots 50 & 82.**
3. ~~**Case # 15-020 Brunswick Landing Subdivision Phase 2:** The Board will review and take action regarding a **Final Plan Major Development Review** application submitted by the Midcoast Regional Redevelopment Authority for the proposed creation of eleven (11) new lots, a proposed private street to intersect with Orion Street, and associated improvements. The project is situated on 21.55 acres to the east of Orion Street, in the **BNAS Reuse District, within the Business & Technology Industries Land Use District (RBTI). Assessor's Map 40, Lots 55 & 81.**~~
4. **Zoning Ordinance Rewrite Committee (ZORC) Update**
5. **Approval of Minutes**
6. **Other Business**
7. **Adjourn**

Revised on 9/4/15 to remove item #3

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.

**DRAFT Findings of Fact
Major Development Review
Final Subdivision Plan
September 10, 2015**

Project Name: Meadow Rose Farm Subdivision
Case Number: 15-015
Tax Map: Map 17, Lot 126
Applicant: Two Clarks, LLC c/o Paul Clark
240 Main Street
Brunswick, Maine 04011

Authorized Representative: Kevin Clark, PLS
Sitelines, PA
8 Cumberland Street
Brunswick, Maine 04011

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

PROJECT SUMMARY

Staff review is based on the Major Development Plan Application for the Meadow Rose Farm Subdivision prepared by Sitelines, P.A. and dated August 13, 2015. The application includes a set of site plans prepared by Sitelines P.A. and listed below:

- Sheet C1 entitled “Cover” dated July 2015 with a most recent revision date of August 24, 2015
- Sheet C2 entitled “Overall Subdivision Plan” dated July 2015 with a most recent revision date of August 24, 2015
- Sheet C3 entitled “Subdivision Plan Lot Boundary Details” dated July 2015 with a most recent revision date of August 24, 2015
- Sheet C4 entitled “Plan and Profile: Station 0+00 to 11+00” dated July 2015 with a most recent revision date of August 24, 2015
- Sheet C5 entitled “Plan and Profile: Station 11+00 to 23+50” dated July 2015 with a most recent revision date of August 24, 2015
- Sheet C6 entitled “Site Development Details” dated July 2015 with a most recent revision date of August 24, 2015
- Sheet C7 entitled “Erosion Control Details & Notes” dated July 2015 with a most recent revision date of August 24, 2015

The proposed Meadow Rose Farm Subdivision consists of twelve (12) lots to be developed for residential use with a new 2,200 linear foot private road to be constructed westerly from Church Road for access to the lots. The proposed road is proposed to be built in two phases. The first phase would provide access to lots 1–6 and lot 12. The second phase would see the road

completed to access lots 7-11. The property is in the Rural Brunswick Smart Growth Overlay District, within the Coastal Protection 2 (CP2) Zoning District.

The proposed development would be serviced by public water and private wastewater disposal systems.

The application packet, including a project narrative is attached hereto.

The Sketch Plan for the Meadow Rose Subdivision was approved by the Planning Board on April 28, 2015 with the following condition:

1. The 0.5 acre lot that abuts lot #4 is a legal lot and shall be numbered on the final subdivision plan.

The following waivers have been requested by the applicant:

1. Section 412.2.B.8: Profile, cross-section dimensions, curve radii of existing streets (i.e. Church Road)
2. Section 412.2.B.16: Class A Soil Survey
3. Section 412.2.B.17: Location of existing trees over 10-inches in diameter
4. Section 511.2: (i.e. Appendix A-II.1B), Maximum Length of Dead End Street

Review Standards from Section 411 of the Town of Brunswick Zoning Ordinance

411.1 Ordinance Provisions

The property is located in the Rural Brunswick Smart Growth Overlay District, within the Coastal Protection 2 (CP2) Zoning District. The proposed subdivision meets dimensional, density and lot configuration requirements. The proposed development complies with all applicable standards for the Rural Brunswick Smart Growth Overlay District, within the Coastal Protection 2 (CP2) Zoning District. *The Board finds that the provisions of Section 411.1 are satisfied.*

411.2 Preservation of Natural Features

The parcel of land proposed to be subdivided is not located in the Natural Resources Protection Zone as defined at Section 211. The parcel contains natural features as defined in Section 501.1 of the Zoning Ordinance, specifically, freshwater wetlands and a mapped Wildlife Habitat Block District (overlay district) as defined in Section 217.C.1. The applicant proposes to preserve 33.10 acres of the parcel as conservation land within the mapped Wildlife Habitat Block and in some areas that contain freshwater wetlands. Further, the applicant will preserve natural features to the extent practical and as approved by the pending Maine Department of Environmental Protection (DEP) pursuant to the Natural Resources Protection Act (NRPA) as required pursuant to 38 M.R.S. Section 480-C. The application states that the density of the proposed subdivision is less than the maximum lot density of one unit per 3.5 acres of Net Site Area as defined in Section 501.2. The property is within Zone C, “areas of minimal flooding” on the Flood

Insurance Rate Map (FIRM) for the Town of Brunswick which is not considered a Special Flood Hazard Area as defined in Section 211.3. The site does not contain steep slopes and embankments as defined in Section 503. *The Board finds that the provisions of Section 411.2 are satisfied conditional upon the applicant revising the Final Subdivision Plan with any changes required by the DEP for the NRPA permit.*

411.3 Surface Waters, Wetlands and Marine Resources

Freshwater wetlands are identified on the site. The application indicates that the proposed road orientation serves to avoid and minimize wetland impacts to the greatest extent practical. The proposed wetland impacts are pending approval with the DEP under the NRPA. The development will not adversely affect the Mare Brook watershed or the water quality of Casco Bay or its estuaries. *The Board finds that the provisions of Section 411.3 are satisfied.*

411.4 Flood Hazard Areas

Based on the Flood Insurance Rate Map, community panel # 230042 0015 B, effective date, January 3, 1986, the project site is located within Zone C, described as areas of minimal flooding and outside the regulatory 100-year flood zone. The development activity does not occur within a FEMA flood hazard area and therefore minimizes any risk of flooding. *The Board finds that the provisions of Section 411.4 are satisfied.*

411.5 Stormwater Management

The applicant submitted a stormwater management plan prepared by Sitelines, P.A. The stormwater model used to predict post development peak runoff made assumptions of existing land cover being forest, light undergrowth of woodland for time-of-concentration calculations in wooded areas; the curve number for the existing and proposed residential lots were assumed as 12% impervious cover, 20% grass cover, and the remainder as wooded; and the minimum time of concentration used for runoff calculations is five minutes. The results of the model predict that any increase in peak runoff rate will not result in any adverse impacts to any existing drainage systems or cause flooding to adjacent properties. Since the proposed activity will result in more than one acre of disturbed area and over 20,000 square feet of impervious area in the watershed of an urban impaired stream, the “unnamed tributary to Androscoggin watershed”. As a result, the project requires DEP approval pursuant to the Stormwater Management Law at 38 M.R.S. Section 420-D. *The Board finds that the provisions of Section 411.5 are satisfied conditional upon the applicant revising the Final Subdivision Plan with any changes required by the DEP for the Stormwater Management Law permit.*

411.6 Groundwater

The project will be served by a proposed 8-inch underground public water main and individual wastewater disposal systems. A minimum of two passing test pits were observed on each proposed lot by Mark Cenci, Licensed Site Evaluator and Certified Geologist. The proposed road stormwater ditches and buffers are designed to avoid adverse impacts to groundwater from the development. *The Board finds that the provisions of Section 411.6 are satisfied.*

411.7 Erosion and Sedimentation Control

The applicant’s erosion and sedimentation control plan has been designed to incorporate Best Management Practices as outlined in the Maine Erosion and Sediment Control BMPs as

published by the Maine DEP, current edition. Specific provisions for permanent and temporary erosion control features have been provided in the submitted plans. The proposed development will not cause unreasonable soil erosion or reduction in the land's capacity to hold water so that a dangerous or unhealthy situation results. *The Board finds that the provisions of Section 411.7 are satisfied.*

411.8 Sewage Disposal

The project will be served by individual wastewater disposal. The applicant showed the required two passing test pit logs for each lot. Further investigations will be required to design a specific wastewater disposal system on each lot in accordance with the Maine Subsurface Wastewater Disposal Rules and the Maine State Plumbing Code. The test pit locations are shown on the site plans. The proposed densities on the parcel are below the threshold for a hydro-geological study of septic system impacts. Staff determined that lot 1, so-called, is within 200 feet of the District sewer and a new building may be required to connect to public sewer. *The Board finds that the provisions of Section 411.8 are satisfied conditional upon the approval of public sewer connection by the Superintendent of the Brunswick Sewer District in a statement of whether capacity is available for any proposed building that is accessible to a sewer or drain of the District as required pursuant to 38 M.R.S. Section 1160.*

411.9 Water Supply

A new 8-inch underground public water main is proposed to serve the new residential lots. The applicant proposes to install 1-inch water service stubs to serve each individual lot in conjunction with the construction of the road. Three fire hydrants are proposed along the proposed road. The applicant sent a letter to the Brunswick-Topsham Water District to request their ability to serve the proposed development. The applicant proposes to forward a copy of the Brunswick-Topsham Water District letter. *The Board finds that the provisions of Section 411.9 are satisfied conditional upon receipt of a statement from the Brunswick-Topsham Water District of conditions under which the District will supply water, and approval of the size and location of mains, valves and hydrants proposed.*

411.10 Aesthetic, Cultural and Natural Values

The proposed residential subdivision is a permitted use and will not have any undue adverse effect on the scenic or natural beauty of the area, historic sites, or significant wildlife habitat identified by the Maine Department of Environmental Protection and Inland Fisheries & Wildlife or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline. The applicant submitted survey documentation regarding three (3) potential Significant Vernal Pools and a letter from the DEP stating that based on the surveys, the vernal pools are not considered Significant Vernal Pools in accordance with the Significant Wildlife Habitat rules at 06-096 CMR 335. The parcel contains 61.80 acres of mapped Wildlife Habitat Block District (overlay district) as defined in Section 217.C.1. The applicant proposes to preserve 33.10 acres of the parcel as conservation land within the mapped Wildlife Habitat Block. *The Board finds that the provisions of Section 411.10 are satisfied.*

411.11 Community Impact

The proposed project will be located on Church Road in the Rural Brunswick Smart Growth Overlay District, within the Coastal Protection 2 (CP2) Zoning District. The applicant performed

a facilities impact analysis in accordance with Section 509.1(A-I). Based on the applicant's analysis, the proposed project is not likely to result in an unreasonable impact to community facilities. *The Board finds that the provisions of Section 411.11 are satisfied.*

411.12 Traffic

The proposed subdivision plan has been reviewed by the Town Engineer who indicated that the proposed development will not create or further contribute to unsafe traffic conditions. As requested by the Town Engineer, a note was added to the Final Subdivision Plan which states that, "the proposed subdivision road has not been designed to public road standards and will not be offered for acceptance as a public way. The roadway will be maintained as part of a homeowner's association agreement". The Final Subdivision Plan shows the development of Phase 1 and Phase 2 and a proposed temporary turnaround to be removed and replaced with a stormwater buffer upon the completion of the proposed Phase 2 portion of the road. The applicant provided a draft road maintenance agreement. The DEP is reviewing the proposed road and associated stormwater management plan pursuant to the Stormwater Management Law at 38 M.R.S. Section 420-D. *The Board finds that the provisions of Section 411.12 are satisfied conditional upon the applicant revising the Final Subdivision Plan with any changes required by the DEP's Stormwater Management Law permit.*

411.13 Pedestrian and Bicycle Access and Safety

The proposed development will accommodate bicyclists and addresses pedestrian access, safety and circulation both within the site and to points outside the site. *The Board finds that the provisions of Section 411.13 are satisfied.*

411.14 Development Patterns

The proposed development is residential and located on a road of residential uses in the Rural Area of town. The project is within a Wildlife Habitat Block District and subject to Rural Brunswick Smart Growth (RBSG) standards. The applicant has met RBSG requirements by permanently protecting land through a conservation easement in accordance with Section 217.6 of the Zoning Ordinance. The Brunswick-Topsham Land Trust (BTLT) submitted a letter outlining the conceptual terms of the proposed conservation agreement and the intention of the BTLT to accept the possible donation pending a written proposal for the review and approval of the BTLT Board. The neighborhood is residential in a rural setting with large areas of undeveloped land surrounding it. As proposed, the development is respectful of Brunswick's historic development pattern and will have no adverse impact on adjacent residential areas. *The Board finds that the provisions of Section 411.14 are satisfied.*

411.15 Architectural Compatibility

While the architecture of the homes will be determined by individual lot owners, the applicant indicates that housing values are targeted at \$250,000 and up. The residential homes will be compatible with the surroundings in terms of size, scale, mass and design. *The Board finds that the provisions of Section 411.15 are satisfied.*

411.16 Municipal Solid Waste Disposal

The Solid Waste Impact Fee for each of the new housing units was calculated by the applicant to be \$258.56 per unit for a total of \$3,102.72. The applicant requests that the Solid Waste Impact

Fee be paid separately for each lot prior to the issuance of building permits. *The Board finds that the provisions of Section 411.16 are satisfied conditional upon the payment of the Solid Waste Impact Fees for an individual lot prior to the issuance of a building permit for the associated lot.*

411.17 Recreation Needs

The applicant proposes to dedicate 33.10 acres to the Brunswick-Topsham Land Trust and reserve 3.92 acres for open space to be managed by the Homeowner's Association. The applicant stated that the proposed land contains potential recreational uses to be determined by the future easement or open space agreement. The application contains draft covenants which include recreation standards for the proposed open space land. *The Board finds that the provisions of Section 411.17 are satisfied conditional upon filing the conservation agreement and proposed open space with the Cumberland County Registry of Deeds.*

411.18 Access for Persons with Disabilities

The development shall comply with the Americans with Disabilities Act as applicable, which will be reviewed as part of the building permit application. *The Board finds that the provisions of Section 411.18 are satisfied.*

411.19 Financial Capacity and Maintenance

The application indicates that the applicant has completed numerous residential developments in the Midcoast area. The applicant proposes to prepare a performance guarantee for the utility improvements within the public right-of-way for approval by the Director of Public Works in accordance with Section 521 of the Zoning Ordinance. A letter dated June 25, 2015 from Bath Savings Institution confirming a commercial mortgage development loan of up to \$250,000 was provided as part of the applicant's final submission materials. *The Board finds that the provisions of Section 411.19 are satisfied conditional upon approval of the performance guarantee by the Director of Public Works.*

411.20 Noise and Dust

Best Management Practices (BMPs) as outlined in the Maine Erosion and Sediment Control BMPs, published by the DEP will be utilized to control dust during construction. Noise will be limited through the compliance of the site contractor with the standard hours of construction per Section 524.1 of the Zoning Ordinance. Upon construction completion, there are no anticipated impacts with regard to noise or dust. *The Board finds that the provisions of Section 411.20 are satisfied.*

411.21 Right, Title and Interest

The project applicant, Two Clarks, LLC, a Maine Limited Liability Corporation in Good Standing in the State of Maine, owns the subject parcel. A transmission line easement held by Central Maine Power (CMP) bisects a portion of the subject parcel. Based on the language in the easement, the applicant does not have sufficient right to construct the proposed road in the right of way. The applicant submitted correspondence with the real estate Department at CMP and a copy of the easement. The applicant intends to secure sufficient rights to construct the road as soon as possible. With the exception of the portion of the parcel contained in the CMP easement, the applicant has sufficient right, title and interest in the property. *The Board finds that the provisions of Section 411.21 are satisfied conditional upon review and approval by the*

Director of Planning and Development of a revised easement that provides sufficient rights for the proposed subdivision prior to the issuance of the entrance permit by the Brunswick Department of Public Works.

411.22 Payment of Application Fees

The applicant has paid all applicable development review and application fees. *The Board finds that the provisions of Section 411.22 are satisfied.*

**DRAFT MOTIONS
MEADOW ROAD FARM SUBDIVSIION
CASE NUMBER
15-015**

Motion 1: That the Board waives the following requirements:

1. Profile, cross-section dimensions, curve radii of existing streets
2. Class A Soil Survey
3. Location of existing trees over 10-inches in diameter
4. Maximum Length of Dead End Street

Motion 2: That the Final Subdivision Plan is deemed complete.

Motion 3: That the Final Subdivision 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, his 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 prior to issuance of the entrance permit the applicant shall revise the Final Subdivision Plan with any changes required by the DEP for the approved NRPA permit.
3. That prior to issuance of the entrance permit the applicant shall revise the Final Subdivision Plan with any changes required by the DEP for the approved Stormwater Management Law permit.
4. That prior to the issuance of a building permit for any proposed building that is accessible to a sewer or drain of the District as required pursuant to 38 M.R.S. Section 1160 the applicant obtain a statement that capacity is available for the sewer connection from the Superintendent of the Brunswick Sewer District.

5. That prior to the issuance of the entrance permit the applicant shall obtain a statement from the Brunswick-Topsham Water District of conditions under which the District will supply water, and approve the size and location of mains, valves and hydrants proposed.
6. That prior to issuance of a building permit for an individual lot the lot owner shall pay the Solid Waste Impact Fees in the amount of \$258.56.
7. That prior to the issuance of an entrance permit the applicant shall record the proposed conservation easement in the Cumberland County Registry of Deeds and provide a copy of the recorded easement to the Director of Planning and Development.
8. That prior to the issuance of a building permit a performance guarantee approved by the Town Engineer shall be posted in accordance with Section 521 of the Zoning Ordinance.
9. That prior to the issuance of the entrance permit the applicant shall obtain a revised easement with sufficient rights to develop the proposed subdivision and provide a copy of the recorded easement to the Director of Planning and Development for review and approval.

* *All Subdivisions for which Final Plan approval has been granted, and any conditions that have been imposed by the Planning Board for the subdivision or final plan shall be filed in the Cumberland County Registry of Deeds by the applicant. If the applicant fails to record the subdivision plan within 60 days after Development Plan approval by the Planning Board, the approval shall expire. No building permits associated with a subdivision shall be issued unless evidence of all recording requirements is provided by the applicant to the Codes Enforcement Officer.*

If applicable, subdivision approvals by the Planning Board shall expire at the end of five years after the date of Final Plan approval unless all infrastructure work associated with the development is completed (Section 407.4.C of the Brunswick Zoning Ordinance).

August 19, 2015

STAFF REVIEW COMMITTEE NOTES

Staff present:

Anna Breinich (Planning and Development Director), Rob Pontau, (Sewer District), John Foster (Public Works) and Jeff Emerson (Fire Department). Non-voting staff: Julie Erdman (Administrative Assistant) and Linda Smith (Economic and Community Development)

Applicants present: Kevin Clark, Sitelines PA (representative for client) and Paul Clark, Two Clarks LLC (developer).

Public present: None

1. **Case # 15-015 Meadow Rose Farm Subdivision:** The Committee will review and provide a recommendation to the Planning Board regarding a **Final Plan Major Review** application, submitted by Two Clarks, LLC, for a proposed 12-lot residential subdivision and a 1,500 linear foot private lane accessed from Church Road, located on a 71.4 acre lot in the **Rural Brunswick Smart Growth Overlay District, within the Coastal Protection 2 (CP2) Zoning District. Assessor's Map 17, Lot 126.**

Present for applicant:

Kevin Clark, Sitelines PA, presented the Meadow Rose Farm Subdivision final plan saying that they have moved forward with the design since April. Parcel is 71.4 acres; developer plans to sell 14ft strip to abutter in Greenwood Rd; 61.8 acres in the wildlife block; 12 lots; 2,200 ft access road with 8" waterline for 3 hydrants. Storm Water Permit application and Tier 1 Wetland Permit application have been submitted to DEP and are currently under review. 33.1 acres will go to Brunswick-Topsham Land Trust for conservation; 3.92 acres of open space for common areas. Providing access easement to abutter for connectedness. Buffers are going in along roadway per DEP – mostly meadow buffers that allow for periodic mowing. Contacted CMP regarding crossing their easement on the property and haven't heard back yet. ROW tapers from 60' to 50' to provide screening for CMP easement.

Requesting waivers:

1. Section 412.2.B.8: Profile, cross-section dimensions, curve radii of existing streets (i.e. Church Road)
2. Section 412.2.B.16: Class A Soil Survey
3. Section 412.2.B.17: Location of existing trees over 10-inches in diameter
4. Section 511.2: Maximum Length of Dead End Street.

Staff comments/questions of applicant:

Rob Pontau

- Project could have sewer – it's right at the boundary line. Better resale value on public sewer.... Paul Clark responded that he wants farm setting; if he does sewer, lots will have to be reconfigured - Doesn't make economic sense. Rob noted they could come in from Industrial Park as well. He added that the first lot would be required to connect because it is within 200' – state law.
- Anna stated that it would be possible to have 17 lots (without bonus densities) if sewer was utilized. She asked if lots 1, 2 & 3 could be reworked to make way for sewer, noting that lot number could be increased even if just a few were connected. Paul responded that he has had a lot of soils work done. He was initially looking at 22 smaller lots with utilities but it didn't work financially. Anna stated that if lots 1, 2 & 3 were connected it would still be 400' till lot 4 so connection wouldn't be required but sewer would then be there for possible future connection. Paul responded that he would talk to his contractor about going part way. Kevin noted that each of the first three lots could be reconfigured to ¾ acre.

Anna Breinich

- Informed applicant that acreage going to Home Owners Association cannot count toward Open Space Classification – those numbers need to be removed. The remaining Wildlife Habitat Block should be 33.1 acres; 28.7 should be Wildlife Habitat Block to be developed.

John Foster

- Questioned which plan would be filed and Kevin responded that both overall plan and lot detail would be filed. Since the proposed new street to serve this subdivision is not being built to town public road standards John requested a note be added to the subdivision plan(s) to be filed that states “the road as designed does not meet current standards for acceptance as a Brunswick Town Way and is intended to remain a private road maintained by a road association or a homeowners’ association”.
- John stated that if a street light is wanted it would mean an impact fee. Because subdivision is out of growth zone, street lights are not required. Paul Clark answered that street lights do not fit with the concept.
- Suggested that because Church Rd is 40 mph, paving the connection a few car lengths in for safety and noted it also makes maintenance easier.
- Anna stated that in CP2 there are additional storm water requirements and asked John F to look at. John asked for Kevin to have Joe Marden at Sitelines review to see if requirements are being met or exceeded by DEP requirements and submit a statement saying as much.

Jeff Emerson

- Added that he will look into the issue of the dead end road length but didn’t feel it would pose a problem.

Anna Breinich

- Asked that applicant look at Section 209 of zoning ordinance in regards to the regulation of pesticides and fertilizers to see if language could be incorporated into the deed restrictions – owners need to be aware.
- Said that Jeff Hutchinson noted that phasing line should show lots and not road and asked that hydrants be shown on final plan.
- Asked for a landscaping plan of first 60’ for Peter Baecher and Planning Board showing the entrance trees that will stay. Paul noted that he wants a stone wall followed by split rail fencing. He intends to create small areas of interest with roses and split rails.
- Reminded applicant that in Rural Brunswick Smart Growth no more than 20,000 sqft of lawn area can be created for wooded sites.
- Asked about trash pick up. Paul stated that he does not want a receptacle at the end of the road. He hopes to pay an extra fee to have Pine Tree Waste come in and pick up at the end of the driveways. John F said that PTW has to feel comfortable driving up the gravel road for pick up. Paul responded that if driveway pick up didn’t work he could screen a dumpster set in from the end of the road.
- Asked if connection to Friendship could be used as emergency access. Jeff Emerson responded that since the potential is there for future connection he had been looking at it as good intent, hadn’t been considering it for emergency access at this point.
- Requested revisions for Planning Board no later than Monday, August 24th and follow up with DEP on how much longer for their review.

END

Julie Erdman

From: Joseph Marden <jmarden@sitelinespa.com>
Sent: Wednesday, September 02, 2015 2:17 PM
To: Jared Woolston
Cc: 'Kevin Clark'
Subject: 2215, Meadow Rose Farm, CMP Comments

Jared,

Below are the comments from CMP regarding the project. We are in the process of updating the plans to send to CMP for another round of review.

Kevin is out of the office today, but will be back tomorrow and will be able to address the questions regarding the rights to cross the CMP right-of-way.

Thanks,

Joseph J. Marden, P.E.
Project Engineer
Sitelines, PA
8 Cumberland Street
Brunswick, ME 04011
t (207) 725-1200 xt 12
f (207) 725-1114
www.sitelinespa.com

From: Hanscom, Jeffrey L. [<mailto:Jeffrey.Hanscom@cmpco.com>]
Sent: Friday, July 17, 2015 2:53 PM
To: jmarden@sitelinespa.com
Cc: Duperre, Paul; Harmon, Brian
Subject: RE:

one more comment:

The pole selected is OK. It is a stub pole for the primary pole across the street. One or both will need to be changed out to accommodate the primary riser and provide adequate clearances.

From: Hanscom, Jeffrey L.
Sent: Friday, July 17, 2015 2:40 PM
To: 'jmarden@sitelinespa.com'
Cc: Duperre, Paul; Harmon, Brian
Subject:

a few general comments:

You will need to work with our real estate department as you are traversing a transmission ROW. at the very least sch 40 PVC will be needed while traversing the CMP transmission ROW. However it does appear that conduits will be needed throughout the development.

a few more junction pads will be needed, mostly in the "low" elevations to allow for drainage. We require three inches per one hundred feet (3"/100') of pitch to allow for drainage. Looks like one at or near station 5+00 and 15+40 in addition to the other known pad locations.

It does not appear you have located a pad towards the end of the development near lots 9&11? I would assume it would be at the end of the conduit system near station 22-25?

The locations of the pads appear to be sufficient to feed several lots. We will need an easement for their locations and the entire underground system.

New Service Milestones

- Call 1-800-565-3181 to establish a new account and an SAP work order.
- Submit the easement information worksheet. Please complete this CMP form and either email or fax back to us.
- Submit any electronic drawings (PDF (preferred) or DWG files) of the site layout with GPS coordinate (Latitude and Longitude) points (4 corners surround plot plan) to comply with the new rules and regulations.
- Proposed electrical connections if you have them.
- Field planner design appointment to cost out job and develop CMP Invoice.
- Submit invoice for payment.
- Easements signed and payment received. Attached is what a typical easement will look like.
- Job scheduled for completion after the electrical inspection has been received.

This process can take several months, depending upon several factors including transformer delivery, return of completed paperwork, and other jobs in the system that may be ahead of yours.

For your convenience, here is a link to the CMP Website which contains our Handbook with details on most service requirements:

[Handbook of Requirements](#)



Jeffrey L. Hanscom P.E.
Distribution Engineering

162 Canco Road, Portland, ME, 04103
Telephone 207.791.1021
Fax 207.629.4853
Jeffrey.Hanscom@cmpco.com



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Julie Erdman

From: Kevin Clark <kclark@sitelinespa.com>
Sent: Thursday, September 03, 2015 5:35 PM
To: Jared Woolston
Cc: 'Joseph Marden'
Subject: RE: 2215,Church Road, Brunswick
Attachments: 3646_2_20_1954.pdf

Jared,

I have re-read the conveyance of the easement to Central Maine Power Co. (attached). The grantor (Harmon) maintained fee ownership to the property under the 100' easement strip, but agreed that no buildings or structures would be constructed within the 100' foot strip, as well agreed not to place material or remove material that would endanger the operation or maintenance of the lines (see paragraph 7). This language does not prevent the owners from using or passing over the strip. Obviously constructing a roadway alters the land under the lines and requires CMP's endorsement, which we are pursuing.

I look forward to working with you. If you have any questions, please contact me.

Regards,

Kevin Clark

Kevin Clark, PLS
President

Sitelines, PA

(207) 725-1200 Ext. 14
(207) 576-6061 (Cell)
(207) 725-1114 (Fax)
8 Cumberland Street
Brunswick Maine 04011
kclark@sitelinespa.com
www.sitelinespa.com

From: Joseph Marden [mailto:jmarden@sitelinespa.com]
Sent: Thursday, September 3, 2015 12:08 PM
To: jwoolston@brunswickme.org
Cc: 'Kevin Clark' <kclark@sitelinespa.com>
Subject: FW: 2215,Church Road, Brunswick

Jared,

I got your voicemail. After speaking with Kevin, we have contacted the CMP real estate department to initiate the process to obtain a permanent use agreement from CMP, as noted in the below emails. I have sent them the requested information and it looks like it'll take a few weeks to finalize the agreement.

Let me know if you need anything else for the package today.

Thanks,

Joseph J. Marden, P.E.

Project Engineer
Sitelines, PA
8 Cumberland Street
Brunswick, ME 04011
t (207) 725-1200 xt 12
f (207) 725-1114
www.sitelinespa.com

From: Bradbury, Tyler [<mailto:Tyler.Bradbury@iberdrolausa.com>]
Sent: Thursday, September 03, 2015 9:49 AM
To: Joseph Marden
Cc: Hanscom, Jeffrey L.; Harmon, Brian
Subject: RE: 2215,Church Road, Brunswick

Joseph,

I will get the Request set up for this. I will need some information though before I can submit it.

Owners Name

Address

Contact person & Phone number

Is the distribution going to be going under the transmission line as well?

After engineering reviews the location and gives their input and ok we can set up a use agreement for the property. We can do a Permanent Use Agreement which gets recorded and runs with the land, there is a processing cost with that it is \$750.00. We could also do an Use Agreement which doesn't get recorded but if the land was to be sold the new owners would need to go get an agreement with us to keep the roadway, this has no fee associated with it.

Once I get the info from you I can start the process. It takes two to three weeks to complete.

Thanks,

Tyler Bradbury



Agency Office - 79 Old Winthrop Road, Augusta, ME 04332 (207) 621.0600

Tyler Bradbury

Maine Real Estate License # BA918547

IUSA Networks - CMP Right of Way Agent

83 Edison Drive, Augusta, ME 04336

Telephone 207.629.1058

Cell 207.620.0462

Fax 207.626.9503

Tyler.Bradbury@CMPCO.com

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From: Joseph Marden [<mailto:jmarden@sitelinespa.com>]
Sent: Thursday, September 03, 2015 9:18 AM
To: Bradbury, Tyler
Cc: Hanscom, Jeffrey L.; Harmon, Brian
Subject: 2215,Church Road, Brunswick

Tyler,

I am working on a proposed subdivision off Church Road in Brunswick. As part of the subdivision, we are proposing to cross a CMP transmission ROW once with the proposed roadway. As part of the Town approval, they are requesting documentation that we have permission to cross the CMP ROW. I have been in contact with Jeffrey Hanscom and Brian Harmon regarding the design of the electric service to be extended along the roadway.

Please review the attached plans and provide any input you may have. As I understand, the owner has agricultural rights to the CMP ROW and would be willing to forfeit those rights to obtain a singular crossing over the ROW.

Thanks,

Joseph J. Marden, P.E.
Project Engineer
Sitelines, PA
8 Cumberland Street
Brunswick, ME 04011
t (207) 725-1200 xt 12
f (207) 725-1114
www.sitelinespa.com

=====

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=====

set our hand(s) and seal(s) this 29th day of October, 1953.

Signed, Sealed and Delivered

in presence of

Carroll W. Keene

Wesley M. Gott

Seal

Carroll W. Keene

Mildred F. Gott

Seal

STATE OF MAINE

CUMBERLAND ss.

October 29, 1953.

Personally appeared the above named Wesley M. and Mildred F. Gott and acknowledged this instrument to be their free act and deed, before me,

Carroll Wesley Keene Justice of the Peace

January 15th, 1954.

RECEIVED the sum of \$100.00 in full consideration for the rights and easements herein granted.

W. O. 53-428-E330

Wesley M. Gott

Mildred F. Gott

Received February 20, 1954, at 9h A.M., and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS

Harmon
To
Central
Me.Pow.
Co.
Ease.

That I, FRED E. HARMON of Brunswick, in the County of Cumberland and State of Maine (hereinafter called the Grantor), in consideration of One Dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY, a Maine corporation, of Augusta, Maine, (hereinafter called the Grantee), the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto Central Maine Power Company, its successors and assigns, the perpetual right and easement to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove electric transmission, distribution and communication lines consisting of suitable and sufficient poles and towers with sufficient foundations together with wires strung upon and extending between the same for the transmission of electric energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms and other electrical equipment and appurtenances, over and across a strip of land 100 feet in width located in the Town of Brunswick, County of Cumberland, State of Maine.

The easterly and northeasterly boundary of said strip is located 50 feet easterly and northeasterly and the westerly and southwesterly boundary of said strip is located 50 feet westerly and southwesterly from the survey line as now staked out along and across lands of W. Everett Marriner, land of this Grantor, and land of Marion E. Palmer.

Said strip extends from land of W. Everett Marriner at the Greenwood Road, so-called, in a southerly and southeasterly direction to the land of Marion E. Palmer at the Church Road, so-called.

Said strip being a part of the premises conveyed to the Grantor by will of

Benjamin B. Harmon, abstract_Cumberland_Book 860, Page 357 and from Benjamin B. Harmon by deed dated June 26, 1905 and recorded in the Cumberland Registry of Deeds, Book 771, Page 119, which premises are bounded and described as follows:

Northerly by the Greenwood Road, so-called;
Easterly by the Church Road, so-called;
Southerly by land now or formerly owned by George L. Manter;
Westerly by land now or formerly owned by Guy V. Thompson.

Also conveying to the Grantee, its successors and assigns, the right and easement at any and all times to cut down, trim and remove all trees, timber and bushes growing on said strip and to cut down, trim and remove such tall trees growing outside the limits of said strip as in falling would, in the judgment of the Grantee, its successors and assigns, interfere with or endanger the operation and maintenance of the lines constructed along said strip. Permission is hereby given the Grantor, his heirs, executors, administrators, successors and assigns, to remove such trees and timber as may be cut from said strip within one year of the date of such cutting.

The Grantor for himself and his heirs, executors, administrators, successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure, of any kind or nature upon the above described strip, and will not place, permit or allow any material of any kind or nature to accumulate on or be removed from said strip any or all of which, in the opinion of the Grantee, its successors or assigns, would endanger or interfere with the operation or maintenance of said line or lines constructed along and across said strip.

The rights and easements hereby conveyed are conveyed on condition that the Grantee, its successors and assigns, will pay, or cause to be paid, to the Grantor, his heirs, executors, administrators, successors or assigns, the sum of \$1500.00 within three months from the date hereof in full consideration for the rights and easements hereby conveyed. Said payment shall be made before any entry upon land of the Grantor for any purpose except engineering and surveying. The right to enter for such engineering and surveying, prior to the payment of the consideration hereinbefore specified, is hereby granted to the Grantee.

TO HAVE AND TO HOLD the aforegranted rights and easements, with all the privileges and appurtenances thereof to the Grantee, its successors and assigns, to its use and behoof forever; and the said Grantor does hereby covenant with the Grantee, its successors and assigns, that he is lawfully seized in fee of the premises, and that they are free from all encumbrances, and that he has good right to sell and convey the same to the Grantee to hold as aforesaid; and that he and his heirs, executors, administrators, successors and assigns, shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

U.S.I.R.
\$1.65
F.E.H.
12/22/53

IN WITNESS WHEREOF, Fred E. Harmon the said Grantor, and Fannie M. Harmon wife

3056

of the said Fred E. Harmon joining in this deed as Grantor, and relinquishing and conveying my right by descent and all other rights in the above described premises, have hereunto set our hand(s) and seal(s) this 29th day of October, 1953.

Signed, Sealed and Delivered

in presence of

Carroll W. Keene

Fred E. Harmon

Seal

Carroll W. Keene

Fannie M. Harmon

Seal

STATE OF MAINE

CUMBERLAND ss.

October 29, 1953.

Personally appeared the above named Fred E. Harmon and acknowledged this instrument to be his free act and deed, before me,

Carroll Wesley Keene Justice of the Peace

December 22, 1953.

RECEIVED the sum of \$1500.00 in full consideration for the rights and easements herein granted.

W. O. 53-428-E330

Fred E. Harmon

Received February 20, 1954, at 9h A.M., and recorded according to the original

KNOW ALL MEN BY THESE PRESENTS

Lamb
To
Central
Me.Pow.
Co.
Ease.

That I, FLORENCE B. LAMB of Brunswick, in the County of Cumberland and State of Maine (hereinafter called the Grantor), in consideration of One Dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY, a Maine corporation, of Augusta, Maine, (hereinafter called the Grantee), the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto Central Maine Power Company, its successors and assigns, the perpetual right and easement to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove electric transmission, distribution and communication lines consisting of suitable and sufficient poles and towers with sufficient foundations together with wires strung upon and extending between the same for the transmission of electric energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms and other electrical equipment and appurtenances, over and across a strip of land 100 feet in width located in the Town of Brunswick, County of Cumberland, State of Maine.

The northwesterly boundary of said strip is located 50 feet northwesterly and the southeasterly boundary of said strip is located 50 feet southeasterly from the survey line as now staked out along and across lands of Eliza J. Wright and Clara C. Taylor, land of this Grantor, and land of Charlotte I. Russell.

Said strip extends from land now or formerly owned by Eliza J. Wright and Clara C. Taylor in a southwesterly direction to land now or formerly owned by



August 14, 2015

DIRECTORS

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Doug Bennett, *Vice President*
William Ferdinand
Jerry Galleher
Kristine Ganong
Christopher Goodwin
Elizabeth Hertz
Mary Johnson, *Treasurer*
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Lisa Martin
William Mason
Daniel Morgenstern
Arlene Morris
Herbert Paris
Steven Pelletier
Liz Pierson
Jan Pierson
Debora Price
Richard Pulsifer
Carla Rensenbrink
Patricia Ryan
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Jym St. Pierre
Steven Stern
Millie Stewart
Brooks Stoddard
Kathy Thorson
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Jan Wilk
Martin Wilk
Richard Wilson
Sarah Wolpow

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Angela Twitchell, *Executive Director*
Caroline Eliot, *Associate Director*
Chris Cabot, *Land Conservation & Farmland Protection Specialist*
Lee Cataldo, *Outreach & Education Coordinator*
Ellen Rodgers, *Financial & Administrative Manager*

Two Clarks LLC
240 Maine Street
Brunswick, Maine 04011

Dear Mr. Clark,

I am writing to confirm that you have been in communication with the Brunswick-Topsham Land Trust (BTLT) regarding the possible donation of an approximately 37-acre property that you own off of Church Rd. in Brunswick to the Land Trust.

The BTLT Lands Committee has conducted a site visit and evaluation of the property to ensure that it meets the criteria that we have set forth to ensure that any property that the land trust conserves meets the mission and goals of our organization. The Lands Committee reported to our Board about this project at our July 15, 2015 Board meeting. The Board voted at this meeting and affirmed that the project meets our evaluation criteria and voted to take the project on as an active project. The next step is for the Board to vote on a final agreement between you (the donor) and the land trust regarding any restrictions that would come with the donation.

You and I are currently discussing the details of the donation and we have agreed in concept to the following:

- The land would be donated to BTLT;
- Access to the property for the general public to any trails that may eventually be developed on the property will come from a location other than through the Meadow Rose Farm Subdivision;
- Access will specifically be allowed for the residents of the Meadow Rose Farm Subdivision (following the rules set forth in the management plan for the property); and
- You (the landowner) will work with the land trust to raise funds for a long term stewardship fund and work with the land trust to help cover the closing costs associated with the property transfer.

I expect that we will be able to complete our discussions and have a written proposal for the BTLT Board to approve at the September 16 BTLT Board meeting. Please contact me if the Planning Board needs additional information regarding the status of our negotiations. Many thanks for your generosity and interest in conservation.

Sincerely,


Angela Twitchell
Executive Director

108 Maine Street, Brunswick, ME 04011 / 207-729-7694 / info@btl.org / www.btl.org

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STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

August 3, 2015

Tim Forrester
ECO-ANALYSTS, INC.
135 River Road
Woolwich, ME 04579

Re: Vernal Pool Significance Determination, Pool ID #s 2618, 2619, 2620–Brunswick

Dear Tim Forrester,

Vernal pools are temporary to semi-permanent wetlands occurring in shallow depressions that typically fill during the spring and dry during the summer or in drought years. They provide important breeding and foraging habitat for a wide variety of specialized wildlife species including several rare, threatened, and endangered species.

Based on your field surveys, it has been determined that the vernal pools identified above on the property of Two Clarks LLC are NOT SIGNIFICANT because either: 1. the features do not meet the definition of a vernal pool under the Significant Wildlife Habitat rules, 06-096 CMR 335(9) or 2. the vernal pools do not meet the biological standards for exceptional wildlife use of the Significant Wildlife Habitat rules, 06-096 CMR 335(9)(B). Therefore, activities within 250 feet of the pools are not regulated under the Natural Resources Protection Act (NRPA) unless there are other protected natural resources nearby such as streams or freshwater wetlands. I have attached a copy of the database printout that verifies the State's findings with respect to your surveys.

I want to also advise you that the pool areas on the property can be considered freshwater wetlands and therefore direct pool alterations may require permitting under the NRPA.

The Department will notify the landowner of the pool status under separate cover. If you have any questions or need further clarification, please contact me at (207) 446-1611 or email at: mike.mullen@maine.gov

Sincerely,

Michael K. Mullen
Division of Land Resource Regulation
Bureau of Land & Water Quality

cc. town file

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

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

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

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04679-2094
(207) 764-0477 FAX: (207) 760-3143

IFW Recommendations for Significant Vernal Pool Determinations

The following is a list of pools and IFW's recommendations for whether or not they qualify as Significant Vernal Pools, one of Maine's Significant Wildlife Habitats.

Data current as of: Friday, July 31, 2015

IFW's Pool ID: 2618 Twp: Brunswick UTM Coordinates of Pool Center: 419252 E, 4861826 N
Observer's ID: Harmon - Site 1 ProjectType: Harmon Site, Church Road, Brunswick

Landowner: Two Clarks LLC	Contact: Tim Forrester - ECO-ANALYSTS, INC.
240 Maine Street	135 River Road
Brunswick, ME 04401	Woolwich, ME 04579
(207) 751-5706	(207) 837-2199 timforrester@suscom-ma

Survey Date: 4/28/2015 Additional Survey Dates: 05/05/2015
IFW's Recommendation: RED: NOT SIGNIFICANT, does not meet the biological criteria
IFW Comments:

IFW's Pool ID: 2619 Twp: Brunswick UTM Coordinates of Pool Center: 419454 E, 4861353 N
Observer's ID: Harmon - Site 2 ProjectType: Harmon Site, Church Road, Brunswick

Landowner: Two Clarks LLC	Contact: Tim Forrester - ECO-ANALYSTS, INC.
240 Maine Street	135 River Road
Brunswick, ME 04401	Woolwich, ME 04579
(207) 751-5706	(207) 837-2199 timforrester@suscom-ma

Survey Date: 4/28/2015 Additional Survey Dates: 05/05/2015
IFW's Recommendation: RED: NOT SIGNIFICANT, does not meet the biological criteria
IFW Comments:

IFW's Pool ID: 2620 Twp: Brunswick UTM Coordinates of Pool Center: 419487 E, 4861390 N
Observer's ID: Harmon - Site 3 ProjectType: Harmon Site, Church Road, Brunswick

Landowner: Two Clarks LLC	Contact: Tim Forrester - ECO-ANALYSTS, INC.
240 Maine Street	135 River Road
Brunswick, ME 04401	Woolwich, ME 04579
(207) 751-5706	(207) 837-2199 timforrester@suscom-ma

Survey Date: 4/28/2015 Additional Survey Dates: 05/05/2015
IFW's Recommendation: RED: NOT SIGNIFICANT, does not meet the biological criteria
IFW Comments:

**FINAL SUBDIVISION APPLICATION
MEADOW ROSE FARM SUBDIVISION
TAX MAP 17, LOT 126
CHURCH ROAD
BRUNSWICK, MAINE**

Prepared For

TWO CLARKS, LLC
240 Maine Street
Brunswick, Maine 04011

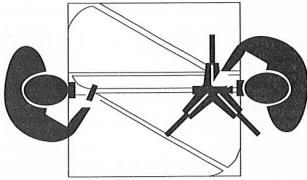
Prepared By

SITELINES P.A.
8 Cumberland Street
Brunswick, Maine 04011

August 13, 2015

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Attachment A	Application Form & Checklists
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Attachment D	Photographs
Attachment E	Supporting Documents
Attachment F	Supporting Graphics
Attachment G	Road Maintenance Agreement
Attachment H	Septic Design
Attachment I	Stormwater Management Report
Attachment J	Site Plans



August 13, 2015

2215-7

Anna Breinich, Director of Planning
Town of Brunswick
28 Federal Street
Brunswick, Maine 04011

**Re: Major Development Review
Final Plan Application
MEADOW ROSE FARM SUBDIVISION
CHURCH ROAD, BRUNSWICK, MAINE
Tax Map 17, Lot 126**

Dear Anna,

On behalf of Two Clarks LLC, Sitelines, PA is pleased to submit the enclosed Major Development Review Final Application and supporting materials for the development of a residential subdivision and associated private road to be located westerly of Church Road in Brunswick. The project was previously presented to the Planning Board as a Sketch Plan in April of 2015. Comments from that meeting have been incorporated into the revised plan. This letter is intended to summarize the project in order to facilitate the review process.

PROPERTY

Two Clarks, LLC owns the parcel of land located off Church Road. The parcel contains 71.41 acres and has frontage on Church Road. The site is undeveloped and was previously used for agriculture and timber harvesting. The property is located in the Coastal Protection (CP2) Zoning District and the Rural Brunswick Smart Growth Overlay District, in which residential dwellings are a Permitted Use. A significant portion (61.80 acres) of the site is within the Wildlife Habitat Block.

SITE DESIGN

The proposed subdivision consists of twelve (12) residential lots and an approximately 2,200-foot long private drive that terminates in a hammerhead turnaround. The proposed lots will all have access from the private drive. A new 8-inch water main and underground communication and electric service will be extended within the private drive from Church Road. The roadway is proposed to be constructed in excess of the minimum standards for a minor private road and will not be offered for acceptance by the Town.

SITELINES, PA

ENGINEERS ■ PLANNERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS
8 Cumberland Street ■ Brunswick, ME 04011 ■ TEL 207-725-1200 ■ FAX 207-725-1114 ■ www.sitelinespa.com

The proposed subdivision is anticipated to be constructed in two phases. Phase 1 is anticipated to be constructed from 2015-2020 and Phase 2 is anticipated to be constructed from 2020-2025. Those dates are subject to change dependent on the real estate market and regional demand.

The proposed roadway will create approximately 36,339 sq. ft. (0.83 acres) of impervious area. The design will result in approximately 8,781 sq. ft. of wetland impact. These impacts will require a Tier I Natural Resources of Protection Act (NRPA) permit from the Maine Department of Environmental Protection (MDEP). An application has been submitted to the MDEP and a copy was sent to the Town for reference.

The project is located within the "Unnamed tributary to Androscoggin" watershed, which has been identified as an Urban Impaired Stream Watershed by the MDEP. Since the developer's actions result in greater than 20,000 s.f. of new impervious area, they are required to meet the Basic and General Standards of Chapter 500. For the purposes of MDEP permitting, only the lots developed by the property owner are subject to the permitting standards. As the owner is proposing to sell all lots undeveloped, only the roadway impacts are subject to the permitting thresholds.

Based on the specifics of the project, the Applicant will request waivers for the following application items:

- Class A Soil Survey. The project is located on soils suitable for the proposed use. The site is served by municipal water and extensive test pits for subsurface disposal systems have been conducted, a soils survey is not necessary.
- Profile, cross-section dimensions, curve radii of existing streets. No changes are proposed to Church Road.
- Location of Existing Trees. As a significant portion of the area to be offered for conservation is forested and will be preserved in perpetuity, it would be impractical and burdensome to locate all trees greater than 10". Clearing of the individual lots will be subject to the individual lot owners and will be restricted within the wetlands and stormwater buffers.
- Dead End Road Length. Due to the unique nature of the property, including but not limited to the following facts:
 - The nature of the development will be larger rural lots;
 - Only twelve (12) lots are proposed, with a density that is well less than allowed;
 - More than 33 acres will be placed in Conservation and effectively cutting off the future extension of any roadways or development towards Hillside Road;
 - The first several hundred feet of the lot leading from Church road is narrow and is encumbered by a Central Maine Power Company easement, preventing an economical use of the roadway frontage;
 - The property does not have direct access to any surrounding public roadways;



- The linear design provides significant avoidance of wetlands impacts;
- An emergency access connection to the adjacent undeveloped property has been provided;
- The nearest available opportunity that would allow a connection to an adjacent undeveloped opportunity is located in excess of 1500 feet from Church Road; and
- A public water main extension and fire protection hydrants are being provided within the development.

Based on these facts, we request a waiver of the maximum length of the private dead end street.

Review Standards

To facilitate your review of our proposal, the following issues are summarized in accordance with *CHAPTER 5: DEVELOPMENT REVIEW PLAN STANDARDS* of the Ordinance.

501 PRESERVATION OF NATURAL FEATURES AND NET SITE AREA:

Over 37 acres will be preserved as Conservation Area or Open Space. The density of the proposed subdivision is less than the maximum lot density of one unit per 3.5 acres of Net Site Area, which is computed by the subtraction of undevelopable areas (i.e. wetlands, slopes greater than 25%, road and right of ways) from the total area. Wetlands will be preserved to the greatest extent possible by carefully routing the proposed roadway and any subsequent driveways, as well as the exclusion of wetland areas from building envelopes on individual lots. A Tier 1 NRPA permit application has been submitted to the MDEP for the proposed wetland impacts.

502 FLOOD HAZARD AREA:

The site is located within Zone C, designated as "areas of minimal flooding" on the Flood Insurance Rate Map (FIRM) for the Town of Brunswick. An excerpt of the applicable FIRM is enclosed with this application.

503 STEEP SLOPES AND EMBANKMENTS.

There are no steep slopes or embankments on this site.

504 STORM WATER MANAGEMENT:

As the project results in greater than 20,000 s.f. of new impervious area, it is required to meet the Basic and General Standards of Chapter 500 from the MDEP. In order to comply with the General Standards, the project is required to treat the impervious area from the proposed roadway. To accomplish this, the stormwater runoff from the proposed roadway will be directed to either meadow buffers adjacent to the downhill side of a road or meadow ditch turn out buffers. Runoff from these buffers will be directed to proposed culverts underneath the proposed roadway and discharge to established drainage ways. For further information, refer to the enclosed Stormwater



Management Report. A Stormwater Management Law permit application has been submitted to the MDEP and a copy was forwarded to the Town for reference.

505 GROUNDWATER:

The project will be serviced by public water and private subsurface wastewater disposal systems. There are no adverse impacts to groundwater anticipated from this development. Providing that roadway stormwater management ditches and buffers, as well as septic systems are installed and maintained as designed, no adverse impact to groundwater is anticipated from this project.

506 EROSION AND SEDIMENTATION:

The disturbed areas of the site will be isolated through the use of silt sock and other measures to minimize the transport of sediment from the site. The project has been designed to incorporate Best Management Practices as outlined in the Maine Erosion and Sediment Control BMPs as published by the Maine Department of Environmental Control, current edition. Specific provisions for permanent and temporary erosion control features have been provided in the construction drawings. The contractor will be bound to meet the performance standards of the BMPs including erosion control, stabilization, maintenance, and inspection requirements.

507 SEWAGE DISPOSAL:

The proposed subdivision will be serviced by individual subsurface wastewater disposal systems. A minimum of two passing test pits were observed on each lot by Mark Cenci, Licensed Site Evaluator and Certified Geologist (Test Pit Logs and Report attached).

508 WATER SYSTEM:

A new 8-inch water main will be extended with the road and provide service to the new lots. In conjunction with the construction of the road, 1-inch water service stubs will be extended to the individual lots to serve the homes. Three fire hydrants are proposed along the roadway. A letter has been sent to the Brunswick and Topsham Water District, requesting their ability to serve the proposed development. Upon receipt of a response letter, a copy will be forwarded to the Town.

509 COMMUNITY FACILITIES IMPACT ANALYSIS:

The anticipated impacts on public services such as police, fire and public works would be what are regularly associated with a residential development. The project will be served by public water and sewer and letters of ability to serve have been requested from the districts.

Solid waste from the subdivision will be collected by the Town's curbside collection service at the intersection of the private road and Church Road. Neighborhood delivery and collection mailboxes will be located at the entrance to the development off Church Road, with final locations coordinated with the local Post Master.



The anticipated demographic for the future homeowners is families of average size. Per the census for Cumberland County, the average household size is 2.33. For the twelve (12)-lot subdivision, an anticipated three (3) children will be added to the school system. No adverse impact to the school system is anticipated from the proposed subdivision.

Based on the Institute of Traffic Engineers (ITE) Manual, "Trip Generation, 7th Edition" data for Land Use Code 210, Single-Family Detached Housing, the proposed subdivision will result in an increase in peak-hour vehicle trip ends as follows:

Time Period	Avg. Rate	Trip-Ends
Weekday, A.M. Peak	0.77	9.24
Weekday, P.M. Peak	1.02	12.24
Saturday, Peak Hour	0.94	11.28

The anticipated increase in trip-ends does not trigger traffic permitting from the Maine Department of Transportation (MDOT), and will not have an adverse impact to the function of the surrounding roadways or intersections.

510 DEVELOPMENT IMPACT FEES:

The Solid Waste Impact Fee is calculated at a rate of \$258.56 (based on 1 ton/year/unit) for each of the new housing units, or \$3,102.72, which we request be paid separately for each lot, prior to the issuance of building permits.

Recreation Impact fees are addressed in Section 519.

511 DEVELOPMENT OF NEW STREETS:

The proposed private road planned will be a 16-foot wide gravel roadway with 2-foot gravel shoulders. The proposed water main will be placed within the traveled way and the underground electrical and communications conduits will be installed along the edge of the right-of-way. The road is not intended that the road will be offered for public acceptance.

The proposed street design provides interconnectedness with the adjacent undeveloped property to the south of the project via a 50-foot right-of-way intended for future emergency vehicle access only. The proposed Open Space/Conservation Area is adjacent to conservation and open space on adjacent areas and provides an undisturbed block of the Wildlife Habitat Block. Providing this undisturbed block precludes the extension of the roadway design towards Hillside Road, which also supports the need for a dead-end street.



512 OFF STREET PARKING:

Based on the depths of the lot, and size of the anticipated buildings, off street parking would exceed four (4) spaces per lot.

513 CURB CUTS:

There is one new curb cut proposed for the subdivision off from Church Road. A paved apron will be installed for the first twenty (20) feet of the roadway to protect the edge of the existing Church Road Pavement,

514 OFF STREET LOADING:

There are no requirements for off street loading associated with this project.

515 APPEARANCE ASSESSMENT:

The plan reflects the project's integration with the site and the surrounding area. The anticipated houses will be similar in appearance and spacing to those in existing neighborhoods in the vicinity. The Home Owners Association will control the design review criteria for the homes.

516 BUILDING CONFIGURATION:

All of the lots will access off the proposed private road. Due to orientation of the private road, the front doors will most likely face towards the private road. This is subject to the design of the homeowner, and alternate orientations could be considered.

517 PRESERVATION OF HISTORIC RESOURCES:

There are no historic resources associated with this project.

518 ACCESS FOR PERSONS WITH DISABILITIES:

Not applicable for private residences.

519 RECREATIONAL REQUIREMENTS FOR RESIDENTIAL DEVELOPMENTS:

With regard to recreation and open space, the applicant proposed to dedicate 37.03 acres to Conservation and Open Space: 33.10 acres will be offered to the Brunswick Topsham Land Trust or the Brunswick Conservation Commission; 3.92 acres will be dedicated as Open Space to be maintained by the Home Owners Association. There is significant opportunity for trails and passive recreation within the Conservation Area and the opportunity for a common recreational field for the residents within the Open Space. The conservation space is proposed to be conveyed to the Brunswick and Topsham Land Trust.

520 FISCAL CAPACITY:

The applicant has successfully completed numerous residential development in the Midcoast area. Please see the attached letter from Bath Savings Institution indicate the Financial Capacity



of Two Clarks, LLC. A copy of the Certificate of Good Standing from the Secretary of State has been enclosed with this letter.

The Applicant will pay for the development of the road and associated utilities and the individual lot owners will be responsible for the development of the individual lots.

521 PERFORMANCE GUARANTEE:

A performance guarantee for the utility improvements within the public right-of-way will be prepared for approval by the director of public works.

522 HOME OWNERS/PROPERTY OWNERS ASSOCIATION:

A Draft copy of the Home Owners Association documents are attached.

523 PROTECTED CONSERVATION LAND:

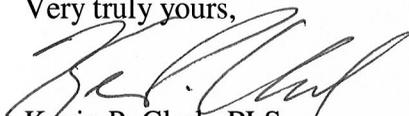
The applicant proposes to preserve 33.10 acres of Conservation land, which is also located within the Wildlife Habitat Block. The total area of the Wildlife Habitat Block, including 2.93 acres of the Open Space, which will be preserved is 36.03 acres. In accordance with Section 217.4, the 1:1 mitigation ratio has been achieved.

524 NOISE AND DUST:

Best Management Practices as outlined in the Maine Erosion and Sediment Control BMP's as published by the Maine Department of Environmental Control, will be utilized to control noise and dust during construction. Noise will be limited through the compliance of the site contractor with the standard hours of construction per Section 524.1. Upon construction completion, there are no anticipated impacts with regard to noise or dust. The proposed use will occur almost exclusively within the building.

We look forward to meeting with you and the Planning Board at their August 4, 2015 meeting to review the project and gain their approval. We appreciate your assistance with this project. Should you have any questions, please call or contact me via kclark@sitelinespa.com.

Very truly yours,



Kevin P. Clark, PLS
President

Enclosures

cc: Paul Clark



Meadow Rose Farm Subdivision
Major Development Review Application
August 13, 2015

Attachment A
Application Form & Checklists

A completed copy of the Major Development Review Final Application Form and Site Plan Checklist is enclosed.

**MAJOR DEVELOPMENT REVIEW
FINAL PLAN APPLICATION**

1. Project Name: Meadow Rose Subdivision

2. Project Applicant

Name: Two Clarks, LLC c/o Paul Clark
Address: 240 Main Street
Brunswick, ME 04011
Phone Number: _____

3. Authorized Representative

Name: Sitelines, PA. Attn: Kevin Clark, PLS
Address: 8 Cumberland Street
Brunswick, ME 04011
Phone Number: 207-725-1200 xt. 18

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

1. Surveyor: Kevin P. Clark, PLS #2245, Sitelines, P.A., 207-725-1200 xt. 14
2. Engineer: Curtis Y. Neufeld, P.E. #9779, Sitelines, P.A., 207-725-1200 xt. 18
3. Wetlands: Tim Forrester, Biologist & Wetland Scientist, Eco-Analysts, Inc., 207-882-1115
4. Soils: Marc Cenci, Certified Geologis & Licensed Site Evaluator 207-657-2822

5. Physical location of property being affected: Church Road

6. Lot Size: 71.41 Acres

7. Zoning District: CP2

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? Refer to Cover Letter

9. Assessor's Tax Map 17 Lot Number 126 of subject property.

10. Brief Description of proposed: Refer to Cover Letter

11. Describe Specific Physical Improvements to be Done: Refer to Cover Letter

Owner Signature:  (AGENT)

Applicant Signature (if different): _____

Required Attachments (by Applicant):

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

Required Attachment (by Planning and Development Department):

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

FINAL PLAN REQUIREMENTS

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

Item	O	S	NA	W	P	Comments
Name of Development						
Scale, date, north point, area, number of lots (if subdivision)						
Boundaries of all lots and tracts with accurate distances and bearings, locations of all permanent monuments property identified as existing or proposed.						
Certification by a professional land surveyor that the land has been surveyed and the boundaries established in accordance with the State of Maine Board of Licensure for Professional Surveyors standards for Category 1 (Standard Boundary Survey), conditions 1, 2, or 3.						
Existing zoning district and overlay designation.						
Names of engineer and surveyor; and professional registration numbers of those who prepared the plan.						
Names of current owner(s) of subject parcel and abutting parcels.						
Name, location, width of paving and rights-of-way, profile, cross-section dimensions, curve radii of existing and proposed streets; profiles of center-lines of proposed streets, at a horizontal scale of 1" equals 50' and vertical scale of 1 inch equals 5 feet, with all elevations referred to in U.S.G.S. datum.						
A general road plan noting circulation, direction, traffic control devices, street lighting and type of lighting proposed.						
Existing and proposed easements associated with the development.						
Kind, location, profile and cross-section of all proposed drainage facilities, both within the development and outside of it, and a storm-water management plan which includes the submission requirements listed in the storm-water management checklist available in the Planning Department.						
Location of features, natural and artificial, such as water bodies, wetlands, streams, vegetation, railroads, ditches and buildings.						

Location of existing and proposed utilities; water, sewer, electrical lines, and profiles of underground facilities. Tentative locations of any private wells.					
Existing and proposed location, size, profile and cross section of sanitary sewers; description, plan and location of other means of sewage disposal with evidence of soil suitability.					
Topography with counter intervals of not more than 2 feet.					
A Class A (high intensity) Soil Survey prepared in accordance with the standards of the Maine Association of Professional Soil Scientists.					
Location of all existing trees over 10 inches in diameter, locations of tree stands, and a plan showing all trees to be removed as a result of the development proposal.					
Lighting plan showing details of all proposed lighting and the location of that lighting in relation to the site.					
Existing locations and proposed locations, widths and profiles of sidewalks.					
Location map.					
Approximate locations and dimensions of proposed parking areas.					
Proposed ownership and approximate location and dimensions of open spaces for conservation and recreation.					
Grading, erosion control, and landscaping plan; proposed finished grades, slopes, swells, and ground cover or other means of stabilization.					
Reference to special conditions stipulated by the Planning Board, with conditions either set forth in full or on the plan or identified as specific documents filed with the Board.					
A wetlands map drawn by a specialist delineating wetland boundaries in accordance with the methods prescribed by the US Army Corps of Engineers.					
Dedicated public open spaces, areas protected by conservation easements, and existing and proposed open spaces or recreation areas.					

For Open Space Development, a note indicating the total permitted lot count of the entire land tract based upon the destiny standards in this Ordinance, the number of lots created by the Plan, and the number of lots permitted to be subdivided in the future, as well as a table showing setback requirements and impervious surface coverage limits for each lot.						
Building envelopes showing acceptable locations for principal and accessory structures.						

FINAL PLAN/SUPPORTING DOCUMENTS

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

Item	O	S	NA	W	P	Comments
Documentation of Ownership or contract.						
Drafts of legal documents appropriate to the application, including: deeds, easements, conservation easements, deed restrictions or covenants, home/property owners association declarations and by-laws, and such other agreements or documents as are necessary to show the manner in which conservation land will be owned, maintained, and protected.						
Draft performance guarantee or conditional agreement.						
Disclosure of any required permits from the Department of Environmental Protection, Marine Resources, US Army Corps of Engineers, Department of Inland Fisheries and Wildlife, or other agencies, as applicable; or, if a permit has already been granted, a copy of that permit.						
Any additional studies required by the Planning Board, which are deemed necessary in accordance with this Ordinance.						
Storm water management program for the proposed project prepared by a professional engineer.						
A storm water management checklist prepared by the Cumberland County Soil and Water Conservation District made available at the Brunswick Department of Planning and Development.						

An erosion and sedimentation control checklist prepared by the Cumberland County Soil and Water Conservation District.						
A statement from the Brunswick-Topsham Water District of conditions under which water will be provided.						
A statement from the Brunswick-Topsham Water District of its review and comments on the proposed use if the project involves development within the Aquifer Protection Zone.						
A Statement from the Fire Chief recommending the number, size, and location of hydrants, available pressure levels, road layout and street and project name, and any other fire protection measures to be taken.						
A statement from the Superintendent of the Brunswick Sewer District of the conditions under which the Sewer District will provide sewerage disposal service and approval of the sanitary sewers proposed within the development.						
Where a septic system is to be used, evidence of soil suitability.						
All applicable materials necessary for the reviewing entity to review the proposal in accordance with the Criteria of Section 411.						
A plan of all buildings with new construction or expansion of an existing facility, including type, size, and footprint, floor layout, setback, elevation of first floor slab, storage, and loading areas.						
An elevation view of all sides of each building proposed indicating height, color, bulk, surface treatment, and signage.						
A circulation plan describing all pedestrian and vehicle traffic flow on surrounding road systems.						
The size and proposed location of water supply and sewage disposal systems.						
A site landscaping plan indicating grade change, vegetation to be preserved, new plantings used to stabilize areas of cut and fill, screening, the size, location and purpose and type of vegetation.						

Meadow Rose Farm Subdivision
Major Development Review Application
August 13, 2015

Attachment B
Right, Title, and Interest

A copy of the current deed is included with this attachment. Also included is a copy of Two Clarks, LLC Certificate of Good Standing.

WARRANTY DEED
{Statutory Long Form}

KNOW ALL MEN BY THESE PRESENTS, that We, **LYNDON E. HARMON** and **RUTH A. HARMON**, of 12 Pinnacle Drive. St. Albans, Maine, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by **TWO CLARKS, LLC**, a Maine Limited Liability Corporation with its principal place of business at 240 Maine Street, Brunswick, County of Cumberland and State of Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said **TWO CLARKS, LLC**, its successors and assigns forever, as follows:

SEE EXHIBIT A ATTACHED HERETO

Meaning and intending to convey and hereby conveying all the same premises conveyed to Lyndon E. Harmon and Ruth A. Harmon by deed dated March 27, 1989 and recorded at Book 8719, Page 218 in the Cumberland County Registry of Deeds.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said **TWO CLARKS, LLC**, its successors and assigns, to their own use and behoof forever.

AND WE DO COVENANT with the said grantee, its successors and assigns, that we are lawfully seized in fee of the premises, that it is free of all encumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs and assigns shall and will WARRANT AND DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We, **LYNDON E. HARMON** and **RUTH A. HARMON**, have hereunto set our hand and seal this 9 day of January, 2015.

SIGNED, SEALED AND DELIVERED in the presence of

L.E. H
~~Lyndon E. Harmon~~

Lyndon E. Harmon
LYNDON E. HARMON

Mary Buckowsky
- WITNESS to both

Ruth A. Harmon
RUTH A. HARMON

SEAL

STATE of MAINE
County of Cumberland

January 9, 2015

Then personally appeared the above named **LYNDON E. HARMON** and **RUTH A. HARMON** and acknowledged the foregoing instrument to be their free act and deed.

Embossed Hereon Is My
State Of Maine Notary Public Seal
My Commission Expires April 11, 2020
MARY BUCKOWSKY

Before me,
Mary Buckowsky
Notary Public ~~Attorney at Law~~

MAINE REAL ESTATE TAX PAID

Sitelines #2732
January 8, 2015

Exhibit A

**Description of Land
On the Northwestern Side of Church Road
Brunswick, Maine**

A certain lot or parcel of land located on the northwesterly side of Church Roads, in the Town of Brunswick, County of Cumberland, State of Maine, said parcel being shown on a plan entitled "Survey Plan of Land to be Conveyed to Two Clarks, LLC by Lyndon E & Ruth A. Harmon" dated January 8, 2015, to be recorded at the Cumberland County Registry of Deeds, and being more particularly bounded and described as follows:

BEGINNING at An iron pipe found on the assumed northwesterly right-of-way line of said Church Road at the most southerly corner of land now or formerly of Lee Townley as described in a deed recorded at said Registry in Book 10168, Page 152;

THENCE N 38° 39' 40" W along said Townley, a distance of 323.29 feet to an iron pipe found;

THENCE N 58° 16' 00" E along said Townley, a distance of 249.93 feet to a point on the southwesterly right-of-way line of Greenwood Road;

THENCE N 39° 17' 59" W along said Greenwood Road, a distance of 14.11 feet to a point;

THENCE S 58° 16' 00" E along the southerly line of land now or formerly of Brendan J. McMorrow as described in a deed recorded at Said Registry in Book 30060, Page 213, a distance of 249.77 feet to an iron pipe found;

THENCE N 38° 40' 50" W along the southwesterly line of said McMorrow, a distance of 270.25 feet to an iron pipe found;

THENCE N 67° 02' 05" W along the southwesterly line of land now or formerly of Thomas C. Carney & Bridgette Kornblum as described in a deed recorded at said Registry in Book 26208, Page 23 , a distance of 591.10 feet to a survey pin found;

THENCE S 71° 53' 22" W along the southwesterly line of land now or formerly of Central Maine Power Company as described in a deed recorded at said Registry in Book 9390, Page 302, a distance of 109.56 feet to a survey pin found;

THENCE N 42° 13' 18" W along the southwesterly line of said Central Maine Power Company,

a distance of 563.39 feet to a survey pin to be set;

THENCE N 58° 22' 32" E along the northwesterly line of said Central Maine Power Company, a distance of 249.31 feet to an iron pipe found;

THENCE N 41° 12' 09" W along the southwesterly line of lands now or formerly of Jonathan Rice as described in a deed recorded at said Registry in Book 30146, Page 241, of Lorene J. Poseno as described in a deed recorded at said Registry in Book 3285, Page 145, and of the Jane M. Leveris Living Trust as described in a Deed Recorded in Book 30383, Page 42, a distance of 715.98 feet to a survey pin to be set;

THENCE S 64° 32' 44" W along the southeasterly line of land now or formerly of Deborah Perkins as described in a deed recorded at said Registry in Book 4497, Page 142, a distance of 444.17 feet to a survey pin to be set;

THENCE N 38° 46' 19" W along the southwesterly line of said Perkins, a distance of 2369.40 feet to an iron pipe found;

THENCE S 64° 01' 08" W along the southeasterly line of lands now or formerly of Amy L. Lafontaine, et als as described in a deed recorded at said Registry in Book 26844, Page 189, and of Adam E. & Kari A. Campbell as described in a deed recorded at said Registry in Book 17820, Page 276, a distance of 497.50 feet to a survey pin found;

THENCE S 38° 28' 28" E along the northeasterly line of lands now or formerly of the Quarry Road Neighborhood Association as described in a deed recorded at said Registry in Book 13841, Page 222, of Jonathan G. Strout as described in a deed recorded at said Registry in Book 6498, Page 36, of David C. Gleason as described in a Deed Recorded in Book 16556, Page 59, of Trudi A. Cote & Brenda J. Chase as described in a deed recorded at said Registry in Book 18555, Page 217, of Robert A. Burgess as described in a deed recorded at said Registry in Book 16185, Page 169, and of Howard T. & Mary Jane Rosenfield as described in a deed recorded at said Registry in Book 7303, Page 190, a distance of 4392.98 feet to a survey pin found;

THENCE N 51° 14' 52" E along the northwesterly line of land now or formerly of Martin P. McKenna & Holly P. Greene as described in a deed recorded at said Registry in Book 27194, Page 77, a distance of 619.36 feet to an iron pipe found;

THENCE S 39° 06' 41" E along the northeasterly line of said McKenna & Greene, a distance of 139.45 feet to an iron pipe found;

THENCE N 50° 59' 43" E along the northwesterly line of said McKenna & Greene, a distance of 179.21 feet to an iron pipe found;

THENCE S 42° 09' 51" E along the northeasterly line of said McKenna & Greene, a distance of 439.05 feet to a survey pin found on the northwesterly right-of-way of said Church Road;

THENCE N 55° 51' 12" E along said Church Road, a distance of 314.07 feet to the **POINT OF BEGINNING.**

Containing 71.41 Acres, more or less.

All survey pins to be set are 5/8" rebar with an aluminum cap bearing the name Clark and PLS 2245.

Received
Recorded Register of Deeds
Jan 12, 2015 02:04:28P
Cumberland County
Nancy A. Lane



MAINE

Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

[Corporate Name Search](#)

Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Mon Jul 13 2015 18:26:10. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
TWO CLARKS, LLC	20152470DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
01/07/2015	N/A	MAINE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

PAUL H. CLARK, III
240 MAINE STREET
BRUNSWICK, ME 04011

Meadow Rose Farm Subdivision
Major Development Review Application
August 13, 2015

Attachment C
Abutting Property Owners

A list of abutting property owners is included in this attachment for reference.

ABUTTING PROPERTY OWNERS

MAP-U30 LOT-98
TOWNLEY, LEE
98 GREENWOOD ROAD
BRUNSWICK, ME 04011
BK 10168 PG 152

MAP-U30 LOT-92
LEVANDOSKI, DENNIS & SUSAN A
92 GREENWOOD ROAD
BRUNSWICK, ME 04011
BK 31382 PG 222

MAP-17 LOT-26
CARNEY, THOMAS C &
KORNBLUM, BRIGITTE
PO BOX 544
BRUNSWICK, ME 04011
BK 26208 PG 23

MAP-17 LOT-39
COX, SANDRA C
76 GREENWOOD ROAD
BRUNSWICK, ME 04011
BK 26729 PG 339

MAP-17 LOT-61
CENTRAL MAINE POWER CO.
C/O IBERDOLA USA MANAGEMENT CORP – LOCAL
TAXES
70 FARM VIEW DRIVE
NEW GLOUCESTER, ME 04260
BK 9390 PG 302

MAP-17 LOT-35
RICE, JONATHAN E L
66 GREENWOOD ROAD
BRUNSWICK, ME 04011
BK 30146 PG 241

MAP-17 LOT-34
POSENO, LORENE J
60 GREENWOOD ROAD
BRUNSWICK, ME 04011
BK 3285 PG 145

MAP-17 LOT-33
LEVERIS, JANE M TRUSTEE
JANE M LEVERIS TRUST
56 GREENWOOD ROAD
BRUNSWICK, ME 04011
BK 30383 PG 42

MAP-17 LOT-16
PERKINS, DEBORAH
PO BOX 293
BRUNSWICK, ME 04011
BK 4497 PG 149

MAP-17 LOT-8A
LAFONTAINE, AMY L & SHAUNESY, KIMBERLY A
ETAL TRUSTEES
312 POOCHAM ROAD
W CHESTERFIELD, NH 03466
BK 26844 PG 189

MAP-17 LOT-10B
CAMPBELL, ADAM E & KARI A
45 HILLSIDE DRIVE
BRUNSWICK, ME 04011
BK 17280 PG 276

MAP-17 LOT-22
HANCOCK MID-COAST LLC
PO BOX 229
CASCO, ME 04015
BK 21734 PG 76

MAP-17 LOT-100
QUARRY ROAD NEIGHBORHOOD ASSOCIATION
C/O DAVID NAGLER
3 QUARRY ROAD
BRUNSWICK, ME 04011
BK 13841 PG 222

MAP-17 LOT-10D
STROUT, JONATHAN G
PO BOX 276
BRUNSWICK, ME 04011
BK 6498 PG 36

MAP-17 LOT-37
GLEASON, DAVID C
82 PLEASANT STREET
BRUNSWICK, ME 04011
BK 16556 PG 59

MAP-17 LOT-62
BURGESS, ROBERT A
64 FRIENDSHIP STREET
BRUNSWICK, ME 04011
BK 16185 PG 169

MAP-17 LOT-29
CHASE, TRUDI A & COTE, BRENDA J
50 FRIENDSHIP STREET
BRUNSWICK, ME 04011
BK 18555 PG 217

MAP-17 LOT-29E
ROSENFELD, HOWARD T & MARY JANE
226 CHURCH ROAD
BRUNSWICK, ME 04011
BK 7303 PG 190

ABUTTING PROPERTY OWNERS

MAP-17 LOT-70
MCKENNA, MARTIN P & GREENE, HOLLY P
202 CHURCH ROAD
BRUNSWICK, ME 04011
BK 27194 PG 77

MAP-U30 LOT-24
CENTRAL MAINE POWER CO
C/O IBERDOLA USA MANAGEMENT CORP – LOCAL
TAXES
70 FARM VIEW DRIVE
NEW GLOUCESTER, ME 04260
BK 2189 PG 80

MAP-U30 LOT-31
JOHNSON, BENJAMIN B & JESSICA A
193 CHURCH ROAD
BRUNSWICK, ME 04011
BK 27375 PG 298

MAP-U30 LOT-32
MCPHERSON, JONATHAN S & SARAH E
187 CHURCH ROAD
BRUNSWICK, ME 04011
BK 28951 PG 33

Meadow Rose Farm Subdivision
Major Development Review Application
August 13, 2015

Attachment D
Photographs

Photographs of the existing conditions of the project site are enclosed.

MEADOW ROSE FARM SUBDIVISION, BRUNSWICK, MAINE
Existing Conditions



Photo 1 – Church Road, Looking South from Project Entrance



Photo 2 – Church Road, Looking North from Project Entrance

MEADOW ROSE FARM SUBDIVISION, BRUNSWICK, MAINE
Existing Conditions



Photo 3 – Existing Site, Wooded



Photo 4 – Existing Site, Wooded

MEADOW ROSE FARM SUBDIVISION, BRUNSWICK, MAINE
Existing Conditions

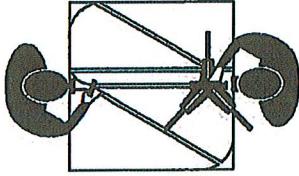


Photo 5 – Existing CMP Right-of-Way Traversing Project Site

Meadow Rose Farm Subdivision
Major Development Review Application
August 13, 2015

Attachment E
Supporting Documents

Copies of relevant correspondence and documents pertaining to the project are enclosed.



March 19, 2015

2215

Mr. Paul H. Clark, III
Two Clarks, LLC
240 Main Street
Brunswick, ME 04011

**Re: Designation of Agent Authorization
Residential Subdivision
Church Road, Brunswick**

Dear Paul,

As required by various approval agencies, please indicate by signing below that Sitelines, PA is authorized to act as agent for Two Clarks, LLC, for the specific purpose of preparation and submission of local and state permitting applications on your behalf for the proposed residential subdivision to be located off Church Road in Brunswick, Maine.

Sincerely,

Kevin P. Clark, PLS
President

The undersigned hereby gives Sitelines, PA the authority to act as agent for Two Clarks, LLC, for the specific purpose of preparation and submission of local and state permitting applications for the project specifically identified above.


Paul H. Clark, III Two Clarks LLC

3/25/15
Date



Bath Savings Institution
Since 1852

June 25, 2015

Paul Clark III
Dana Clark
Two Clarks LLC
240 Maine Street
Brunswick Me 04011

Dear Paul and Dana:

I have reviewed certain financial information and development projections for the Harmon Land Development project in Brunswick. In response to your request for financing, Based on my financial review, I offer the following general terms and conditions under which Bath Savings Institution would consider financing.

CONFIDENTIAL:

BORROWER:

Two Clarks LLC with Paul Clark III and Dana Clark as members and guarantors.

AMOUNT/TERM:

A commercial mortgage development loan of **up to \$250,000**, not to exceed eighty percent (80%) of the lower of the purchase price, appraisal, or development cost.

INTEREST RATE:

Prime +1.29% adjusted daily

(N Y Prime, an independent index, is currently 3.25%)

The interest rate is subject to change and can only be locked after a complete review of the request.

SECURITY:

The loan will be secured by the following collateral:

A first mortgage and security agreement on the land and improvements,

OTHER CONDITIONS:

- a. Additional encumbrances on any of the properties pledged to Bath Savings Institution shall be prohibited during the life of the loan without prior written bank consent,
- b. Prior to closing, the project must have received all required approvals and permits,

- c. The bank will be provided with a copy of the Partnership Agreement for its review and approval prior to closing ,
- d. The Bank may require receipt of a Phase I Environmental Report prior to closing.

FINANCIAL STATEMENTS:

- a. The Borrower will be required to submit annual financial statements to Bath Savings Institution each year by April 30.
- b. Updated personal financial statements will be required annually.

The above stated terms are the framework for a possible loan. This term sheet is effective for 45 days from the date of this letter. I wish you success bringing the various pieces of this business opportunity together.

Please contact me if you have any questions regarding this term sheet.

Sincerely,

A handwritten signature in black ink, appearing to read "John C Marsh Jr". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

John C Marsh Jr
Senior Vice President



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

August 3, 2015

Tim Forrester
ECO-ANALYSTS, INC.
135 River Road
Woolwich, ME 04579

Re: Vernal Pool Significance Determination, Pool ID #s 2618, 2619, 2620–Brunswick

Dear Tim Forrester,

Vernal pools are temporary to semi-permanent wetlands occurring in shallow depressions that typically fill during the spring and dry during the summer or in drought years. They provide important breeding and foraging habitat for a wide variety of specialized wildlife species including several rare, threatened, and endangered species.

Based on your field surveys, it has been determined that the vernal pools identified above on the property of Two Clarks LLC are NOT SIGNIFICANT because either: 1. the features do not meet the definition of a vernal pool under the Significant Wildlife Habitat rules, 06-096 CMR 335(9) or 2. the vernal pools do not meet the biological standards for exceptional wildlife use of the Significant Wildlife Habitat rules, 06-096 CMR 335(9)(B). Therefore, activities within 250 feet of the pools are not regulated under the Natural Resources Protection Act (NRPA) unless there are other protected natural resources nearby such as streams or freshwater wetlands. I have attached a copy of the database printout that verifies the State's findings with respect to your surveys.

I want to also advise you that the pool areas on the property can be considered freshwater wetlands and therefore direct pool alterations may require permitting under the NRPA.

The Department will notify the landowner of the pool status under separate cover. If you have any questions or need further clarification, please contact me at (207) 446-1611 or email at: mike.mullen@maine.gov

Sincerely,

Michael K. Mullen
Division of Land Resource Regulation
Bureau of Land & Water Quality

cc. town file

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

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

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

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04679-2094
(207) 764-0477 FAX: (207) 760-3143

IFW Recommendations for Significant Vernal Pool Determinations

The following is a list of pools and IFW's recommendations for whether or not they qualify as Significant Vernal Pools, one of Maine's Significant Wildlife Habitats.

Data current as of: Friday, July 31, 2015

IFW's Pool ID: 2618 Twp: Brunswick UTM Coordinates of Pool Center: 419252 E, 4861826 N
Observer's ID: Harmon - Site 1 ProjectType: Harmon Site, Church Road, Brunswick

Landowner: Two Clarks LLC	Contact: Tim Forrester - ECO-ANALYSTS, INC.
240 Maine Street	135 River Road
Brunswick, ME 04401	Woolwich, ME 04579
(207) 751-5706	(207) 837-2199 timforrester@suscom-ma

Survey Date: 4/28/2015 Additional Survey Dates: 05/05/2015
IFW's Recommendation: RED: NOT SIGNIFICANT, does not meet the biological criteria
IFW Comments:

IFW's Pool ID: 2619 Twp: Brunswick UTM Coordinates of Pool Center: 419454 E, 4861353 N
Observer's ID: Harmon - Site 2 ProjectType: Harmon Site, Church Road, Brunswick

Landowner: Two Clarks LLC	Contact: Tim Forrester - ECO-ANALYSTS, INC.
240 Maine Street	135 River Road
Brunswick, ME 04401	Woolwich, ME 04579
(207) 751-5706	(207) 837-2199 timforrester@suscom-ma

Survey Date: 4/28/2015 Additional Survey Dates: 05/05/2015
IFW's Recommendation: RED: NOT SIGNIFICANT, does not meet the biological criteria
IFW Comments:

IFW's Pool ID: 2620 Twp: Brunswick UTM Coordinates of Pool Center: 419487 E, 4861390 N
Observer's ID: Harmon - Site 3 ProjectType: Harmon Site, Church Road, Brunswick

Landowner: Two Clarks LLC	Contact: Tim Forrester - ECO-ANALYSTS, INC.
240 Maine Street	135 River Road
Brunswick, ME 04401	Woolwich, ME 04579
(207) 751-5706	(207) 837-2199 timforrester@suscom-ma

Survey Date: 4/28/2015 Additional Survey Dates: 05/05/2015
IFW's Recommendation: RED: NOT SIGNIFICANT, does not meet the biological criteria
IFW Comments:



ECO-ANALYSTS, INC.

Environmental Consultants

P.O. Box 224 Bath, Maine 04530

(207) 837-2199 · (207)386-0451 (Fax) · timforrester@comcast.net

May 7, 2015

Mr. Paul Clark
240 Maine Street
Brunswick, ME 04011

RE: Significant Vernal Pool Survey at the Church Road property in Brunswick, Maine.

Dear Paul,

At your request ECO-ANALYSTS, INC. (EA) conducted a Significant Vernal Pool (SVP) survey within your parcel off Church Road in Brunswick, Maine. EA assesses SVP's based on the Maine Department of Environmental Protection's (DEP) Chapter 335, Significant Wildlife Habitat rules. Site specific data was recorded on the Maine State Vernal Pool Assessment forms established in cooperation with the DEP and the Maine Department of Inland Fisheries and Wildlife (MDIFW). Data sheets were filled out for three (3) potentially SVP's. Based on that criteria and in my professional opinion, none of those sites met the standard to be classified as a Significant Vernal Pool.

I am forwarding a copy of my finding to MDIFW so they may review the data and log the sites into a GIS data base. Provided that MDIFW agrees with my findings, the sites will be listed as "Not" Significant Vernal Pools.

If you have any question or require additional information, please feel free to contact me at 207-837-2199 or by email at timforrester@comcast.net.

Regards,
ECO-ANALYSTS, INC.

Timothy A. Forrester
Biologist



Site 1. View of the pool depression, please note the lack of standing water within the site.



Site 2. No egg masses were found within the wetland.



Site 3. View of the center of the pool depression, seven (7) Wood Frog egg masses were found. No salamander or other indicator/RTE species were observed.

All Photographs were taken by Tim Forrester, ECO-ANALYSTS, INC. on April 28, 2015.



Maine State Vernal Pool Assessment Form



INSTRUCTIONS: Complete all 3 pages of form as thoroughly as possible. Most fields are required for pool registration.

Observer's Pool ID: Harmon- Site 1 MDIFW Pool ID: _____

1. PRIMARY OBSERVER INFORMATION

- a. Observer name: Tim Forrester
- b. Contact and credentials previously provided? No (submit Addendum 1) Yes

2. PROJECT CONTACT INFORMATION

- a. Contact name: same as observer other _____
- b. Contact and credentials previously provided? No (submit Addendum 1) Yes
- c. Project Name: Harmon Site, Church Road, Brunswick

NOTE: Clear photographs or digital images of a) the pool and b) the indicators (one example of each species egg mass) are required for nonprofessional observers and encouraged for all observers.

3. LANDOWNER CONTACT INFORMATION

- a. Are you the landowner? Yes No If no, was landowner permission obtained for survey? Yes No
- b. Landowner's contact information (required)
 - Name: Two Clarks LLC Phone: 207-751-5706
 - Street Address: 240 Maine Street City: Brunswick State: ME Zip: 04011
- c. Large Projects: check if separate project landowner data file submitted

4. VERNAL POOL LOCATION INFORMATION

a. **Location** Township: Brunswick

Brief site directions to the pool (using mapped landmarks):

From Pleasant St. in Brunswick, travel south onto Church Road. Turn right onto Greenwood Road. Continue for 0.43 miles. Pool is in the woods on your left.

b. **Mapping Requirements:** At least 2 of the 3 must be submitted (check those submitted):

- USGS topographic map with pool clearly marked.
- Large scale aerial photograph with pool clearly marked.
- GPS data (complete section below).

GPS location of vernal pool

Longitude/Easting: 419252 Latitude/Northing: 4861826

Check Datum: NAD27 NAD83 / WGS84 Coordinate system: UTM

- Check one:
- GIS shapefile
 - send to Jason.Czapiga@maine.gov; observer has reviewed shape accuracy (best)
 - The pool perimeter is delineated by multiple GPS points. (excellent)
 - Include map or spreadsheet with coordinates.
 - The above GPS point is at the center of the pool. (good)
 - The center of the pool is approximately _____ m /ft in the compass direction of _____ degrees from the above GPS point. (acceptable)

Maine State Vernal Pool Assessment Form

5. VERNAL POOL HABITAT INFORMATION

a. Habitat survey date (only if different from indicator survey dates on page 3): _____

b. Wetland habitat characterization

■ Choose the best descriptor for the landscape setting:

- Isolated depression Pool associated with larger wetland complex
 Floodplain depression Other: _____

■ Check all wetland types that best apply to this pool:

- Forested swamp Wet meadow Slow stream
 Shrub swamp Lake or Pond Cove Floodplain
 Peatland (fen or bog) Abandoned beaver flowage Isolated pool
 Emergent marsh Active beaver flowage Other: _____

c. Vernal pool status under the Natural Resources Protection Act (NRPA)

i. Pool Origin: Natural Natural-Modified Unnatural Unknown

If modified, unnatural or unknown, describe any modern or historic human impacts to the pool (required):

ii. Pool Hydrology

■ Select the pool's estimated hydroperiod AND provide rationale for opinion.

- Permanent Semi-permanent
(drying partially in all years and completely in drought years) Ephemeral Unknown
(drying out completely in most years)

Explain:

Shallow depression, observed as a dry pool last season.

■ Maximum depth at survey: 0-12" (0-1 ft.) 12-36" (1-3 ft.) 36-60" (3-5 ft.) >60" (>5 ft.)

■ Approximate size of pool (at spring highwater): Width: 20 m ft Length: 30 m ft

■ Predominate substrate in order of increasing hydroperiod:

- Mineral soil (bare, leaf-litter bottom, or upland mosses present) Organic matter (peat/muck) shallow or restricted to deepest portion
 Mineral soil (sphagnum moss present) Organic matter (peat/muck) deep and widespread

■ Pool vegetation indicators in order of increasing hydroperiod (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Terrestrial nonvascular spp. (e.g. haircap moss, lycopodium spp.) | <input type="checkbox"/> Wet site ferns (e.g. royal fern, marsh fern) |
| <input type="checkbox"/> Dry site ferns (e.g. spinulose wood fern, lady fern, bracken fern) | <input type="checkbox"/> Wet site shrubs (e.g. highbush blueberry, maleberry, winterberry, mountain holly) |
| <input type="checkbox"/> Moist site ferns (e.g. sensitive fern, cinnamon fern, interrupted fern, New York fern) | <input type="checkbox"/> Wet site graminoids (e.g. blue-joint grass, tussock sedge, cattail, bulrushes) |
| <input type="checkbox"/> Moist site vasculars (e.g. skunk cabbage, jewelweed, blue flag iris, swamp candle) | <input type="checkbox"/> Aquatic vascular spp. (e.g. pickerelweed, arrowhead) |
| <input checked="" type="checkbox"/> Sphagnum moss (anchored or suspended) | <input type="checkbox"/> Floating or submerged aquatics (e.g. water lily, water shield, pond weed, bladderwort) |
| | <input type="checkbox"/> No vegetation in pool |

■ Faunal indicators (check all that apply):

- Fish Bullfrog or Green Frog tadpoles Other: _____

iii. Inlet/Outlet Flow Permanency

Type of inlet or outlet (a seasonal or permanent channel providing water flowing into or out of the pool):

- No inlet or outlet Permanent inlet or outlet (channel with well-defined banks and permanent flow)
 Intermittent inlet or outlet Other or Unknown (explain): _____

Maine State Vernal Pool Assessment Form

6. VERNAL POOL INDICATOR INFORMATION

a. Indicator survey dates: 4/28/2015 and 5/5/2015

b. Indicator abundance criteria

■ Was the entire pool surveyed for egg masses? Yes No; what % of pool surveyed? _____

■ For each indicator species, indicate the exact number of egg masses, confidence level for species determination, and egg mass maturity. Separate cells are provided for separate survey dates.

INDICATOR SPECIES	Egg Masses (or adult Fairy Shrimp)						Tadpoles/Larvae			
	#		Confidence Level ¹		Egg Mass Maturity ²		Observed		Confidence Level ¹	
Wood Frog	---	---								
Spotted Salamander	1	1	3	3	M	M				
Blue-spotted Salamander	---	---								
Fairy Shrimp ³	---	---								

1-Confidence level: 1 = <60%, 2 = 60-95%, 3 = >95%

2-Egg mass maturity: F= Fresh (<24 hrs), M= Mature (round embryos), A= Advanced (loose matrix, curved embryos), H= Hatched or Hatching

3-Fairy Shrimp: X = present

c. Rarity criteria

■ Note any rare species associated with vernal pools. Observations should be accompanied by photographs (labeled with observer name, pool location, and date).

SPECIES	Method of Verification*			CL**	SPECIES	Method of Verification*			CL**
	P	H	S			P	H	S	
Blanding's Turtle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Wood Turtle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Spotted Turtle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Ribbon Snake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ringed Boghaunter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

*Method of verification: P = Photographed, H = Handled, S = Seen

**CL - Confidence level in species determination: 1= <60%, 2= 60-95%, 3= >95%

d. Optional observer recommendation:

SVP Potential SVP Non Significant VP Indicator Breeding Area

e. General vernal pool comments and/or observations of other wildlife:

Send completed form and supporting documentation to: Maine Dept. of Inland Fisheries and Wildlife
Attn: Vernal Pools
650 State Street, Bangor, ME 04401

NOTE: Digital submission (to Jason.Czapiga@maine.gov) of vernal pool field forms and photographs is only acceptable for projects with 3 or fewer assessed pools; larger projects must be mailed as hard copies.

For MDIFW use only Reviewed by MDIFW Date: _____ Initials: _____

This pool is: Significant Potentially Significant but lacking critical data Not Significant due to: does not meet biological criteria. does not meet MDEP vernal pool criteria.

Comments:



Maine State Vernal Pool Assessment Form



INSTRUCTIONS: Complete all 3 pages of form as thoroughly as possible. Most fields are required for pool registration.

Observer's Pool ID: Harmon- Site 2 MDIFW Pool ID: _____

1. PRIMARY OBSERVER INFORMATION

- a. Observer name: Tim Forrester
- b. Contact and credentials previously provided? No (submit Addendum 1) Yes

2. PROJECT CONTACT INFORMATION

- a. Contact name: same as observer other _____
- b. Contact and credentials previously provided? No (submit Addendum 1) Yes
- c. Project Name: Harmon Site, Church Road, Brunswick

NOTE: Clear photographs or digital images of a) the pool and b) the indicators (one example of each species egg mass) are required for nonprofessional observers and encouraged for all observers.

3. LANDOWNER CONTACT INFORMATION

- a. Are you the landowner? Yes No If no, was landowner permission obtained for survey? Yes No
- b. Landowner's contact information (required)
 - Name: Two Clarks LLC Phone: 207-751-5706
 - Street Address: 240 Maine Street City: Brunswick State: ME Zip: 04011
- c. Large Projects: check if separate project landowner data file submitted

4. VERNAL POOL LOCATION INFORMATION

a. **Location** Township: Brunswick

Brief site directions to the pool (using mapped landmarks):

From Pleasant St. in Brunswick, travel south onto Church Road. Turn right onto Greenwood Road. Continue for 0.43 miles. Pool is in the woods on your left.

b. **Mapping Requirements:** At least 2 of the 3 must be submitted (check those submitted):

- USGS topographic map with pool clearly marked.
- Large scale aerial photograph with pool clearly marked.
- GPS data (complete section below).

GPS location of vernal pool

Longitude/Easting: 419454 Latitude/Northing: 4861353

Check Datum: NAD27 NAD83 / WGS84 Coordinate system: UTM

- Check one:
- GIS shapefile
 - send to Jason.Czapiga@maine.gov; observer has reviewed shape accuracy (best)
 - The pool perimeter is delineated by multiple GPS points. (excellent)
 - Include map or spreadsheet with coordinates.
 - The above GPS point is at the center of the pool. (good)
 - The center of the pool is approximately _____ m /ft in the compass direction of _____ degrees from the above GPS point. (acceptable)

Maine State Vernal Pool Assessment Form

5. VERNAL POOL HABITAT INFORMATION

a. Habitat survey date (only if different from indicator survey dates on page 3): _____

b. Wetland habitat characterization

■ Choose the best descriptor for the landscape setting:

- Isolated depression Pool associated with larger wetland complex
 Floodplain depression Other: _____

■ Check all wetland types that best apply to this pool:

- Forested swamp Wet meadow Slow stream
 Shrub swamp Lake or Pond Cove Floodplain
 Peatland (fen or bog) Abandoned beaver flowage Isolated pool
 Emergent marsh Active beaver flowage Other: _____

c. Vernal pool status under the Natural Resources Protection Act (NRPA)

i. Pool Origin: Natural Natural-Modified Unnatural Unknown

If modified, unnatural or unknown, describe any modern or historic human impacts to the pool (required):

ii. Pool Hydrology

■ Select the pool's estimated hydroperiod AND provide rationale for opinion.

- Permanent Semi-permanent (drying partially in all years and completely in drought years) Ephemeral (drying out completely in most years) Unknown

Explain:

Shallow depression, observed as a dry pool last season.

■ Maximum depth at survey: 0-12" (0-1 ft.) 12-36" (1-3 ft.) 36-60" (3-5 ft.) >60" (>5 ft.)

■ Approximate size of pool (at spring highwater): Width: 20 m ft Length: 80 m ft

■ Predominate substrate in order of increasing hydroperiod:

- Mineral soil (bare, leaf-litter bottom, or upland mosses present) Organic matter (peat/muck) shallow or restricted to deepest portion
 Mineral soil (sphagnum moss present) Organic matter (peat/muck) deep and widespread

■ Pool vegetation indicators in order of increasing hydroperiod (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Terrestrial nonvascular spp. (e.g. haircap moss, lycopodium spp.) | <input type="checkbox"/> Wet site ferns (e.g. royal fern, marsh fern) |
| <input type="checkbox"/> Dry site ferns (e.g. spinulose wood fern, lady fern, bracken fern) | <input type="checkbox"/> Wet site shrubs (e.g. highbush blueberry, maleberry, winterberry, mountain holly) |
| <input type="checkbox"/> Moist site ferns (e.g. sensitive fern, cinnamon fern, interrupted fern, New York fern) | <input type="checkbox"/> Wet site graminoids (e.g. blue-joint grass, tussock sedge, cattail, bulrushes) |
| <input type="checkbox"/> Moist site vasculars (e.g. skunk cabbage, jewelweed, blue flag iris, swamp candle) | <input type="checkbox"/> Aquatic vascular spp. (e.g. pickerelweed, arrowhead) |
| <input checked="" type="checkbox"/> Sphagnum moss (anchored or suspended) | <input type="checkbox"/> Floating or submerged aquatics (e.g. water lily, water shield, pond weed, bladderwort) |
| | <input type="checkbox"/> No vegetation in pool |

■ Faunal indicators (check all that apply):

- Fish Bullfrog or Green Frog tadpoles Other: _____

iii. Inlet/Outlet Flow Permanency

Type of inlet or outlet (a seasonal or permanent channel providing water flowing into or out of the pool):

- No inlet or outlet Permanent inlet or outlet (channel with well-defined banks and permanent flow)
 Intermittent inlet or outlet Other or Unknown (explain): _____

Maine State Vernal Pool Assessment Form

6. VERNAL POOL INDICATOR INFORMATION

a. Indicator survey dates: 4/28/2015 and 5/5/2015

b. Indicator abundance criteria

- Was the entire pool surveyed for egg masses? Yes No; what % of pool surveyed? _____
- For each indicator species, indicate the exact number of egg masses, confidence level for species determination, and egg mass maturity. Separate cells are provided for separate survey dates.

INDICATOR SPECIES	Egg Masses (or adult Fairy Shrimp)						Tadpoles/Larvae			
	#		Confidence Level ¹		Egg Mass Maturity ²		Observed		Confidence Level ¹	
Wood Frog	---	---								
Spotted Salamander	---	---								
Blue-spotted Salamander	---	---								
Fairy Shrimp ³	---	---								

1-Confidence level: 1 = <60%, 2 = 60-95%, 3 = >95%

2-Egg mass maturity: F= Fresh (<24 hrs), M= Mature (round embryos), A= Advanced (loose matrix, curved embryos), H= Hatched or Hatching

3-Fairy Shrimp: X = present

c. Rarity criteria

- Note any rare species associated with vernal pools. Observations should be accompanied by photographs (labeled with observer name, pool location, and date).

SPECIES	Method of Verification*			CL**	SPECIES	Method of Verification*			CL**
	P	H	S			P	H	S	
Blanding's Turtle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Wood Turtle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Spotted Turtle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Ribbon Snake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ringed Boghaunter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

*Method of verification: P = Photographed, H = Handled, S = Seen

**CL - Confidence level in species determination: 1= <60%, 2= 60-95%, 3= >95%

d. Optional observer recommendation:

- SVP Potential SVP Non Significant VP Indicator Breeding Area

e. General vernal pool comments and/or observations of other wildlife:

No egg masses, indicator species or RTE species were observed.

Send completed form and supporting documentation to: Maine Dept. of Inland Fisheries and Wildlife
Attn: Vernal Pools
650 State Street, Bangor, ME 04401

NOTE: Digital submission (to Jason.Czapiga@maine.gov) of vernal pool field forms and photographs is only acceptable for projects with 3 or fewer assessed pools; larger projects must be mailed as hard copies.

For MDIFW use only Reviewed by MDIFW Date: _____ Initials: _____

This pool is: Significant Potentially Significant but lacking critical data Not Significant due to: does not meet biological criteria. does not meet MDEP vernal pool criteria.

Comments:



Maine State Vernal Pool Assessment Form



INSTRUCTIONS: Complete all 3 pages of form as thoroughly as possible. Most fields are required for pool registration.

Observer's Pool ID: Harmon- Site 3 MDIFW Pool ID: _____

1. PRIMARY OBSERVER INFORMATION

- a. Observer name: Tim Forrester
- b. Contact and credentials previously provided? No (submit Addendum 1) Yes

2. PROJECT CONTACT INFORMATION

- a. Contact name: same as observer other _____
- b. Contact and credentials previously provided? No (submit Addendum 1) Yes
- c. Project Name: Harmon Site, Church Road, Brunswick

NOTE: Clear photographs or digital images of a) the pool and b) the indicators (one example of each species egg mass) are required for nonprofessional observers and encouraged for all observers.

3. LANDOWNER CONTACT INFORMATION

- a. Are you the landowner? Yes No If no, was landowner permission obtained for survey? Yes No
- b. Landowner's contact information (required)
 - Name: Two Clarks LLC Phone: 207-751-5706
 - Street Address: 240 Maine Street City: Brunswick State: ME Zip: 04011
- c. Large Projects: check if separate project landowner data file submitted

4. VERNAL POOL LOCATION INFORMATION

a. **Location** Township: Brunswick

Brief site directions to the pool (using mapped landmarks):

From Pleasant St. in Brunswick, travel south onto Church Road. Turn right onto Friendship Street. Continue for 0.1 miles. Pool is in the woods on your right.

b. **Mapping Requirements:** At least 2 of the 3 must be submitted (check those submitted):

- USGS topographic map with pool clearly marked.
- Large scale aerial photograph with pool clearly marked.
- GPS data (complete section below).

GPS location of vernal pool

Longitude/Easting: 419487 Latitude/Northing: 4861390

Check Datum: NAD27 NAD83 / WGS84 Coordinate system: UTM

Check one: GIS shapefile
 - send to Jason.Czapiga@maine.gov; observer has reviewed shape accuracy (best)

The pool perimeter is delineated by multiple GPS points. (excellent)
 - Include map or spreadsheet with coordinates.

The above GPS point is at the center of the pool. (good)

The center of the pool is approximately _____ m /ft in the compass direction of _____ degrees from the above GPS point. (acceptable)

Maine State Vernal Pool Assessment Form

5. VERNAL POOL HABITAT INFORMATION

a. Habitat survey date (only if different from indicator survey dates on page 3): _____

b. Wetland habitat characterization

■ Choose the best descriptor for the landscape setting:

- Isolated depression Pool associated with larger wetland complex
 Floodplain depression Other: _____

■ Check all wetland types that best apply to this pool:

- Forested swamp Wet meadow Slow stream
 Shrub swamp Lake or Pond Cove Floodplain
 Peatland (fen or bog) Abandoned beaver flowage Isolated pool
 Emergent marsh Active beaver flowage Other: _____

c. Vernal pool status under the Natural Resources Protection Act (NRPA)

i. Pool Origin: Natural Natural-Modified Unnatural Unknown

If modified, unnatural or unknown, describe any modern or historic human impacts to the pool (required):

ii. Pool Hydrology

■ Select the pool's estimated hydroperiod AND provide rationale for opinion.

- Permanent Semi-permanent (drying partially in all years and completely in drought years) Ephemeral (drying out completely in most years) Unknown

Explain:

Soils are sandy and past experience on adjacent lots is that most wetlands dry out in the summer.

■ Maximum depth at survey: 0-12" (0-1 ft.) 12-36" (1-3 ft.) 36-60" (3-5 ft.) >60" (>5 ft.)

■ Approximate size of pool (at spring highwater): Width: 25 m ft Length: 60 m ft

■ Predominate substrate in order of increasing hydroperiod:

- Mineral soil (bare, leaf-litter bottom, or upland mosses present) Organic matter (peat/muck) shallow or restricted to deepest portion
 Mineral soil (sphagnum moss present) Organic matter (peat/muck) deep and widespread

■ Pool vegetation indicators in order of increasing hydroperiod (check all that apply):

- Terrestrial nonvascular spp. (e.g. haircap moss, lycopodium spp.) Wet site ferns (e.g. royal fern, marsh fern)
 Dry site ferns (e.g. spinulose wood fern, lady fern, bracken fern) Wet site shrubs (e.g. highbush blueberry, maleberry, winterberry, mountain holly)
 Moist site ferns (e.g. sensitive fern, cinnamon fern, interrupted fern, New York fern) Wet site graminoids (e.g. blue-joint grass, tussock sedge, cattail, bulrushes)
 Moist site vasculars (e.g. skunk cabbage, jewelweed, blue flag iris, swamp candle) Aquatic vascular spp. (e.g. pickerelweed, arrowhead)
 Sphagnum moss (anchored or suspended) Floating or submerged aquatics (e.g. water lily, water shield, pond weed, bladderwort)
 No vegetation in pool

■ Faunal indicators (check all that apply):

- Fish Bullfrog or Green Frog tadpoles Other: _____

iii. Inlet/Outlet Flow Permanency

Type of inlet or outlet (a seasonal or permanent channel providing water flowing into or out of the pool):

- No inlet or outlet Permanent inlet or outlet (channel with well-defined banks and permanent flow)
 Intermittent inlet or outlet Other or Unknown (explain): _____

Maine State Vernal Pool Assessment Form

6. VERNAL POOL INDICATOR INFORMATION

a. Indicator survey dates: 4/28/2015 and 5/5/2015 _____

b. Indicator abundance criteria

■ Was the entire pool surveyed for egg masses? Yes No; what % of pool surveyed? _____

■ For each indicator species, indicate the exact number of egg masses, confidence level for species determination, and egg mass maturity. Separate cells are provided for separate survey dates.

INDICATOR SPECIES	Egg Masses (or adult Fairy Shrimp)						Tadpoles/Larvae					
	#		Confidence Level ¹		Egg Mass Maturity ²		Observed			Confidence Level ¹		
Wood Frog	7	7	3	3	M	A						
Spotted Salamander	---	---										
Blue-spotted Salamander	---	---										
Fairy Shrimp ³	---	---										

1-Confidence level: 1 = <60%, 2 = 60-95%, 3 = >95%

2-Egg mass maturity: F= Fresh (<24 hrs), M= Mature (round embryos), A= Advanced (loose matrix, curved embryos), H= Hatched or Hatching

3-Fairy Shrimp: X = present

c. Rarity criteria

■ Note any rare species associated with vernal pools. Observations should be accompanied by photographs (labeled with observer name, pool location, and date).

SPECIES	Method of Verification*			CL**	SPECIES	Method of Verification*			CL**
	P	H	S			P	H	S	
Blanding's Turtle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Wood Turtle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Spotted Turtle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Ribbon Snake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ringed Boghaunter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

*Method of verification: P = Photographed, H = Handled, S = Seen

**CL - Confidence level in species determination: 1= <60%, 2= 60-95%, 3= >95%

d. Optional observer recommendation:

SVP Potential SVP Non Significant VP Indicator Breeding Area

e. General vernal pool comments and/or observations of other wildlife:

A nice looking pool, but lacks size and abundance of egg masses.

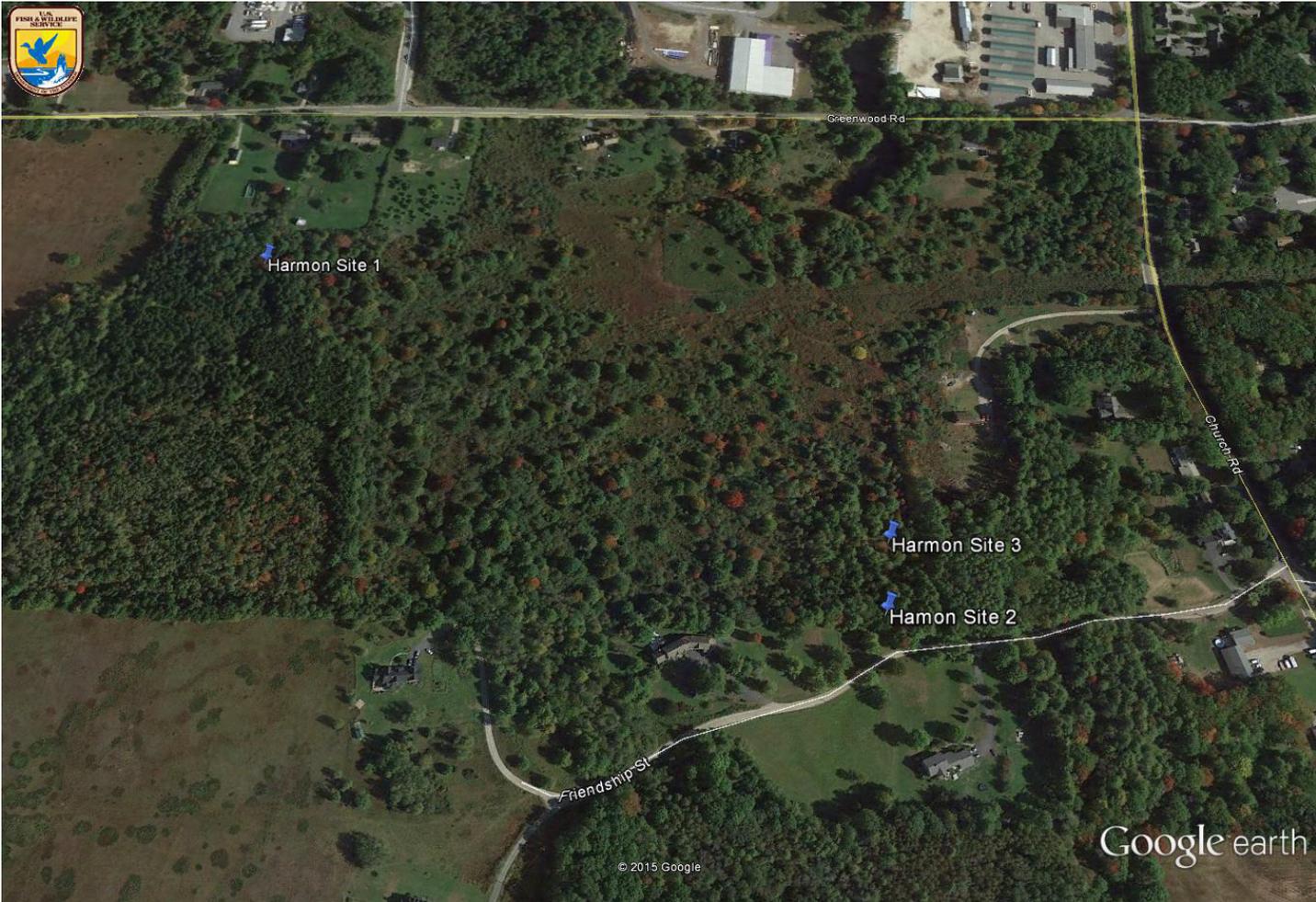
Send completed form and supporting documentation to: Maine Dept. of Inland Fisheries and Wildlife
Attn: Vernal Pools
650 State Street, Bangor, ME 04401

NOTE: Digital submission (to Jason.Czapiga@maine.gov) of vernal pool field forms and photographs is only acceptable for projects with 3 or fewer assessed pools; larger projects must be mailed as hard copies.

For MDIFW use only Reviewed by MDIFW Date: _____ Initials: _____

This pool is: Significant Potentially Significant but lacking critical data Not Significant due to: does not meet biological criteria. does not meet MDEP vernal pool criteria.

Comments: _____



Google earth

feet
meters



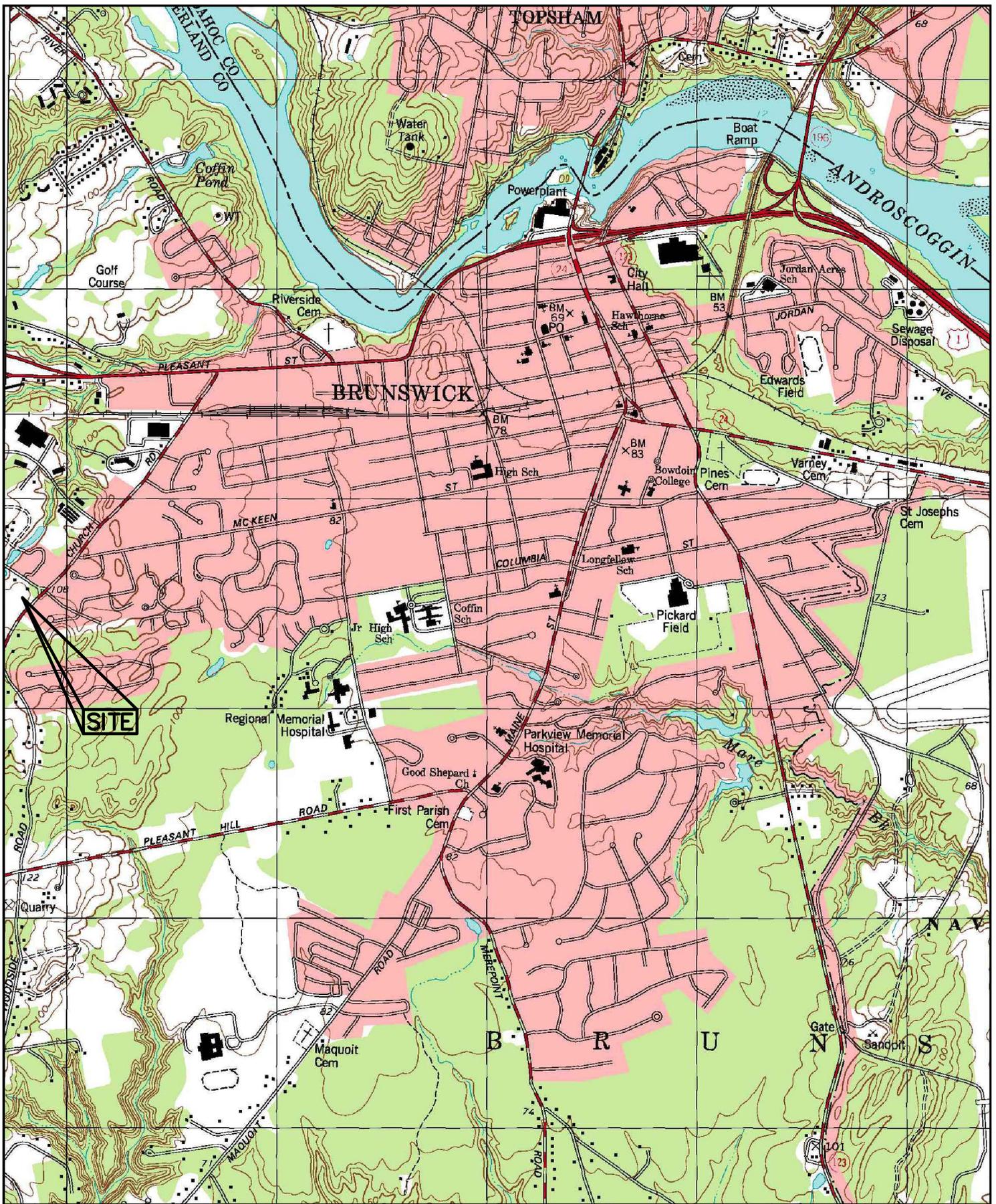
Google earth



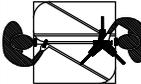
Meadow Rose Farm Subdivision
Major Development Review Application
August 13, 2015

Attachment F Supporting Graphics

This attachment includes supporting materials and graphics for the application. This includes an excerpt of the FEMA flood rate insurance map (FIRM) and reduced size copies of the zoning map and tax maps. An excerpt of the applicable USGS 7.5 minute quadrangle map is provided for reference.



SHEET: 1 OF 1



SITELINES
ENGINEERS PLANNERS

8 CUMBERLAND ST. BRUNSWICK, ME 04011
(207) 725-1200 FAX 725-1114

USGS LOCATION MAP
 MEADOW ROSE FARM SUBDIVISION
 CHURCH ROAD
 BRUNSWICK, MAINE

DATE: 07/13/15
SCALE: 1"=2000'
JOB: 2215
FILE: 2215-USGS



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

**FIRM
FLOOD INSURANCE RATE MAP**

TOWN OF
BRUNSWICK, MAINE
CUMBERLAND COUNTY

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

COMMUNITY-PANEL NUMBER
230042 0015 B

EFFECTIVE DATE:
JANUARY 3, 1986



Federal Emergency Management Agency

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

ZONE C

SITE

GREENWOOD ROAD

CHURCH ROAD

ROAD

WOODSIDE

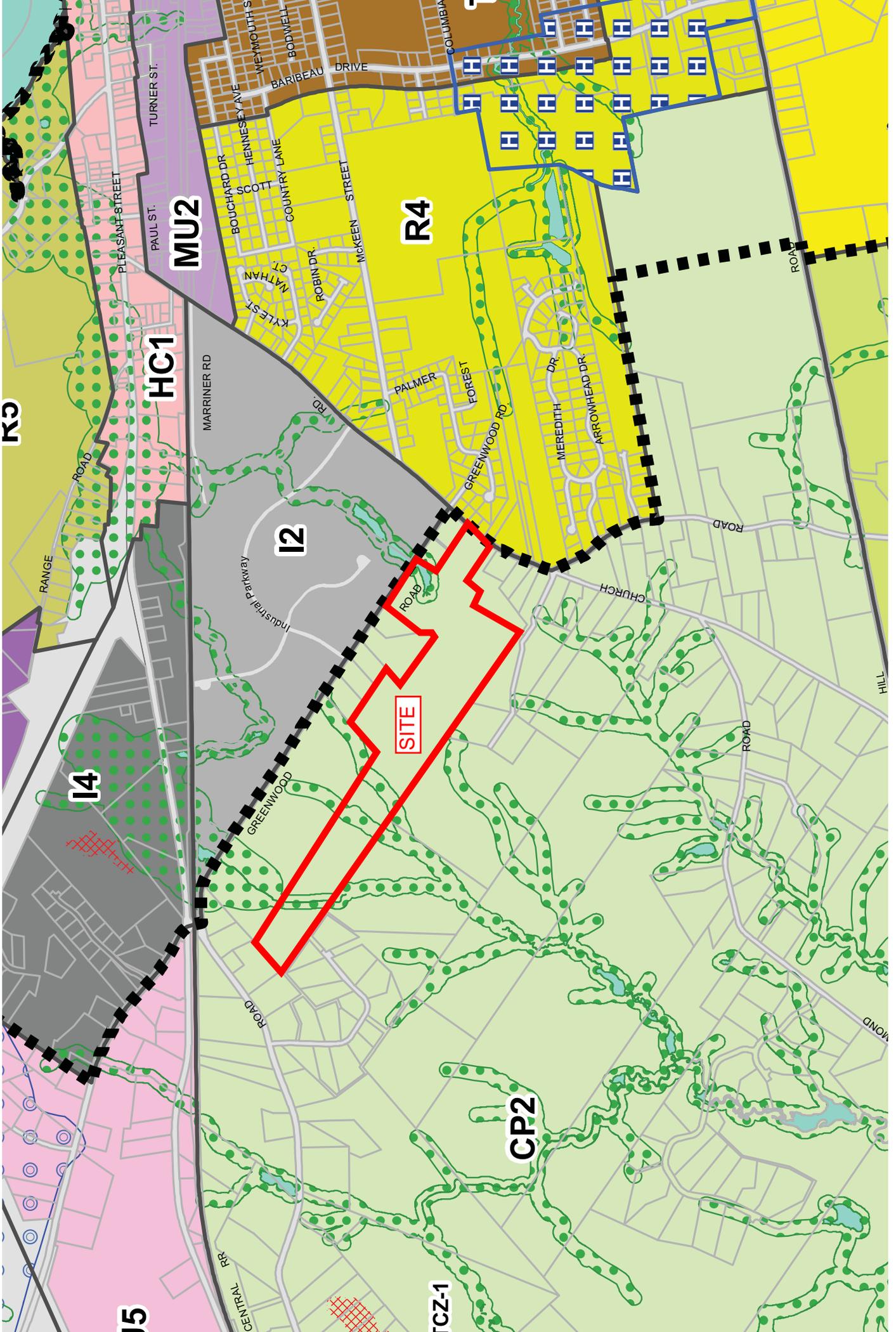
ROAD

HILL

PESANT

ROAD

MOND



MU2

R4

HC1

I2

I4

I5

CP2

ICZ-1

SITE

TURNER ST.

PAUL ST.

PLEASANT STREET

MARRINER RD

Industrial Parkway

GREENWOOD

ROAD

CENTRAL RR

BOUCHARD DR

HENNESSEY AVE

WYEMOUTH ST

COUNTRY LANE

BARBEAU DRIVE

MCKEEN STREET

ROBIN DR

KYLE ST

MATTAN CT

PALMER

FOREST

GREENWOOD RD

MEREDITH DR

ARROWHEAD DR

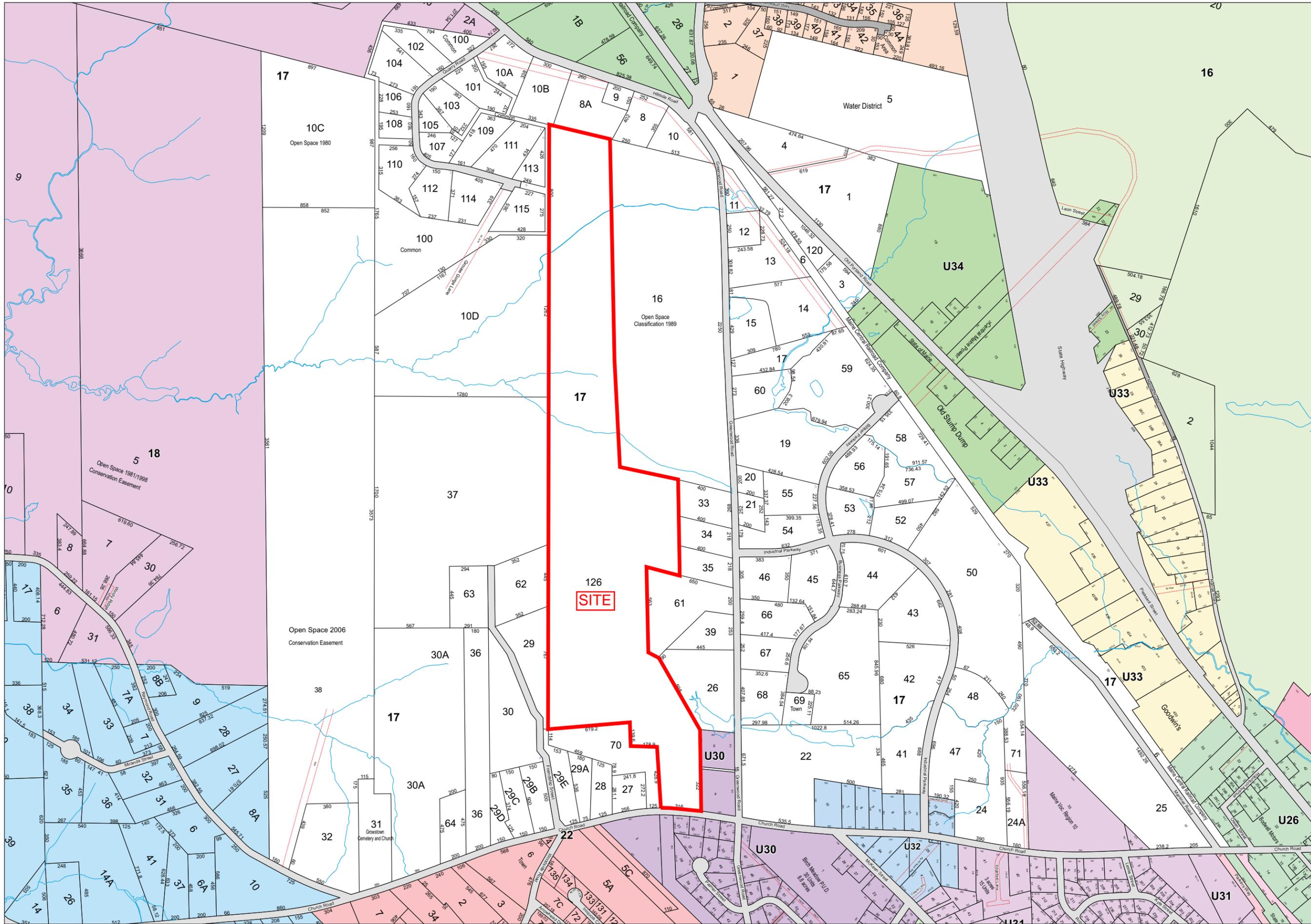
CHURCH ROAD

RANGE

ROAD

HILL

MOND



- Legend**
- Public Road
 - Private Road
 - ROW
 - Water
 - Hydrography Line
 - ROW Property Access
 - Other Road
 - Town Boundary
 - Other Lot Boundary
 - Parcels_Lines

Disclaimer:
The information is provided as a reasonably accurate point of reference, but is not guaranteed and is not to be used for conveyances. The Town of Brunswick shall not be held responsible for the accuracy or misuse of this data.
Copyright Town of Brunswick.

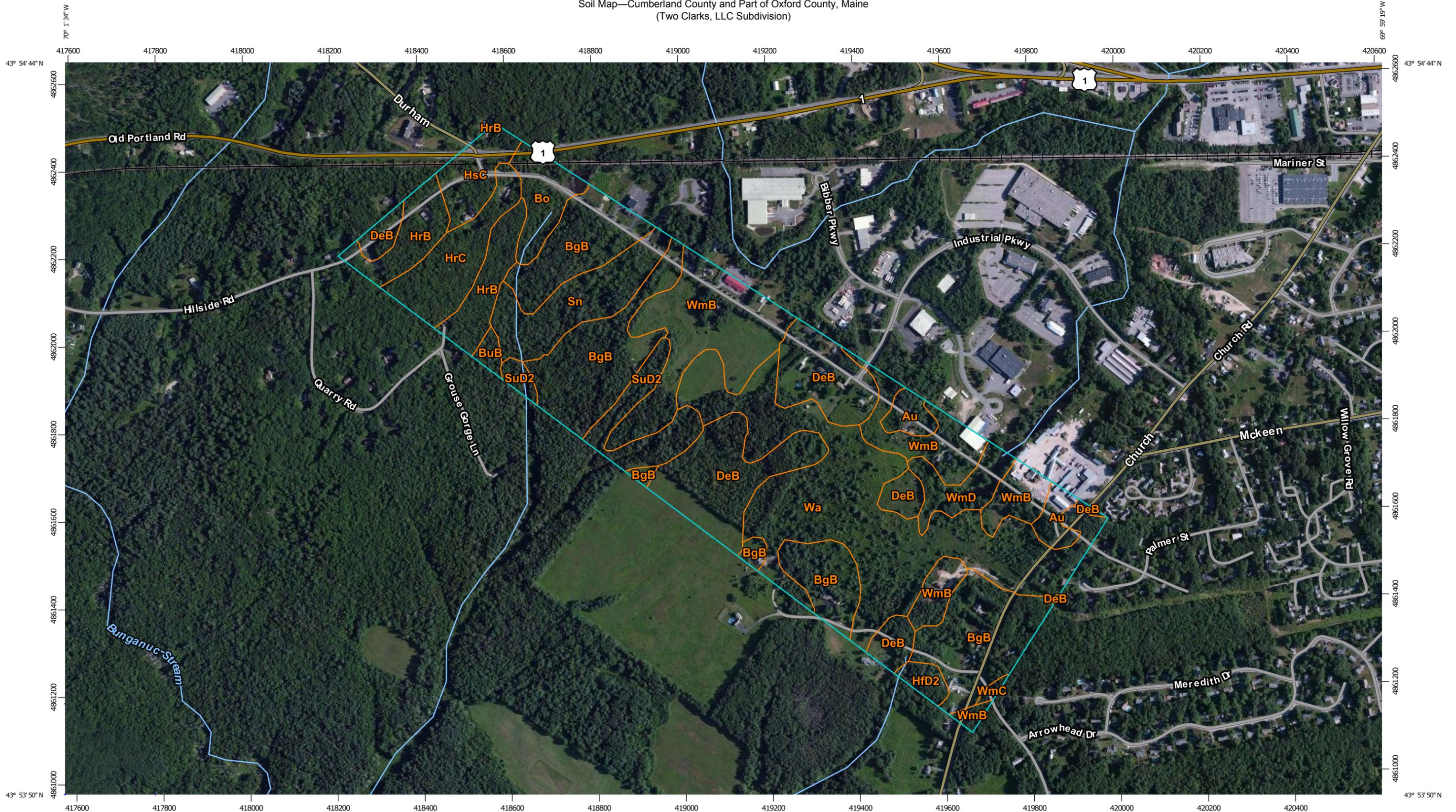


1 inch = 300 feet

Revised To: April 1, 2014
Maps Prepared by:
Town of Brunswick

MAP
17

Soil Map—Cumberland County and Part of Oxford County, Maine
(Two Clarks, LLC Subdivision)



Map Scale: 1:8,150 if printed on B landscape (17" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

Map Unit Legend

Cumberland County and Part of Oxford County, Maine (ME005)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Au	Au Gres loamy sand	4.6	2.0%
BgB	Belgrade very fine sandy loam, 0 to 8 percent slopes	46.1	20.6%
Bo	Biddeford mucky peat, 0 to 3 percent slopes	5.9	2.7%
BuB	Buxton silt loam, 3 to 8 percent slopes	1.1	0.5%
DeB	Deerfield loamy sand, 3 to 8 percent slopes	29.6	13.2%
HfD2	Hartland very fine sandy loam, 15 to 25 percent slopes, eroded	1.8	0.8%
HrB	Hollis fine sandy loam, 3 to 8 percent slopes	12.1	5.4%
HrC	Hollis fine sandy loam, 8 to 15 percent slopes	9.7	4.3%
HsC	Hollis very rocky fine sandy loam, 8 to 20 percent slopes	5.8	2.6%
Sn	Scantic silt loam, 0 to 3 percent slopes	11.7	5.2%
SuD2	Suffield silt loam, 15 to 25 percent slopes, eroded	8.2	3.7%
Wa	Walpole fine sandy loam	47.9	21.4%
WmB	Windsor loamy sand, 0 to 8 percent slopes	33.7	15.1%
WmC	Windsor loamy sand, 8 to 15 percent slopes	0.4	0.2%
WmD	Windsor loamy sand, 15 to 30 percent slopes	5.1	2.3%
Totals for Area of Interest		223.7	100.0%

Meadow Rose Farm Subdivision
Major Development Review Application
August 13, 2015

Attachment G
Road Maintenance Agreement

A draft of the road maintenance agreement is included for reference.

EXHIBIT A

Meadow Rose Farms Covenants Declaration of Protective Covenants and Restrictions and Maintenance Agreement

Made as of this _____, by
TWO CLARKS LLC, with its principal place of business located at 240
Maine Street, Brunswick, Maine, 04011, (herein called "**Developer**").

WHEREAS, the Developer is owner of certain real property situated
off the Meadow Rose Farms roadway in the Town of Brunswick, County of
Cumberland, and State of Maine as portrayed on a Plans entitled
_____ (the Plans)
and recorded in the Cumberland County Registry of Deeds
_____ and,

WHEREAS, the Developer is desirous of subjecting the Lots shown
on said Plan to the Restrictions and Covenants hereinafter set forth and to
declare for the benefit of the owner of each Lot and such Lot owner's heirs,
executors, administrators, successors and assigns the undertakings
hereinafter set forth;

NOW, THEREFORE, the Developer hereby declares that the Lots of
Meadow Rose Farms are and shall be held, transferred, and conveyed
subject to the covenants, agreements, restrictions, liens and charges
hereinafter set forth;

A) Covenants and Restrictions:

- 1) Each Lot shall be used for single family residential purposes exclusively except that an "accessory" apartment as may be permitted by the Town of Brunswick, Maine Zoning Ordinance is permitted.
- 2) No structure shall be erected on or moved to any Lot except one detached, single family residential dwelling, with or without an accessory apartment, hereinafter referred to as a dwelling, of not more than two stories in height and such other buildings necessary and subsidiary to the same such as a garage, solarium or storage building. Each dwelling, prior to occupancy, shall have a running water system and a sewage disposal system both of which shall conform to the State of Maine Plumbing Code.
- 3) No duplex residence or apartment house, nor manufactured or modular homes shall be erected or placed on any Lot and no buildings shall be altered or converted into a duplex residence or apartment house. This covenant is not intended to preclude the parents or in-laws of the property owner from also living in the residence, or an accessory apartment as may

be permitted by the Town of Brunswick, Maine Zoning Ordinance.

- 4) The area of any dwelling exclusive of porches, breezeways, basement area and garage shall not be less than 1,600 square feet. Each home shall include at a minimum a 1 car garage.
- 5) All exterior construction work on any buildings or other structures, including restoring the premises and landscaping, shall be completed within twelve (12) months from the date construction, including excavation, begins.
- 6) The location of any structures, wells, septic systems, fencing and driveways shall conform to the following:
 - Structures may be placed anywhere inside the building setback lines as depicted on The Plans.
 - Septic Systems may be placed inside or outside of the building setbacks subject to zoning regulations.
 - Driveways and Fencing may be placed inside or outside the setbacks with prior written approval of the developer. The decision will be based on the design and location of the driveway or fencing and approval will not be unreasonably withheld.
- 7) Lot owners may cut trees within building setbacks (envelopes) to construct or enhance the home site, provide a view from the home site or preserve the wooded environment of the lot. Outside of the setbacks “selective cutting” only is permitted so as to maintain a wooded buffer and screening between lots.
- 8) The type, design, exterior finish and location of the home, fencing, driveway and accessory structures to be constructed or placed on a Lot by a Lot owner must be approved in advance in writing by the Developer, as long as the Developer retains ownership in any property within the subdivision or abutting property. As a guide, designs should be a maximum of 2 stories or less in height, feature multiple roof lines with a roof pitch of not less than 7/12, and be designed after New England farmhouse, cottage style or shingle style homes. Exterior siding shall be wooden or cement shingles or clapboards; exterior trim shall be wooden or composite products except for windows which may be vinyl or aluminum clad. Brick may be used as an accent only and not as the predominant siding; no vinyl or aluminum siding. Log homes are not permitted. The lot owner shall obtain the written approval of the design, including all exterior elements of any structure, from the Declarant. Such approval shall not be unreasonably withheld or delayed. Declarant shall respond to lot owner’s requests for review and approval within 10 days of actual receipt of design plans.

Prior to the commencement of excavation, clearing construction, reconstruction, renovation or remodeling of any improvements on any lot, the lot owner shall submit to the declarant the following documents:

- A site plan showing the location on the lot of the dwelling, the garage, the driveway, any walkways, and patios and decks.
- Elevation plans for the dwelling showing all facades of the dwelling.
- A list of materials and colors for roofing, siding, trim, chimneys and decking.

9) Utilities to each Lot shall be underground and not overhead.

10) No camper trailers, no tents or temporary dwellings of any size shall be placed, erected or maintained on any of the Lots. Boats and campers and other recreational vehicles may be stored on site only if well screened from view of abutters and the road. Vehicles which do not have a current State inspection sticker may not be stored out of doors on any Lots.

11) No trade, business, profession or commercial trade of any nature shall be conducted on the Lots, unless it is conducted within the residence, does not have any commercial equipment (including commercial-type vehicles) kept or stored outside the residence, does not have any employees other than immediate family members that are residing in the household and does not generate more traffic than one car per hour. One identifying sign located on the lot of not more than (2) two square feet shall be permitted.

12) No satellite dishes larger than 36" in diameter may be placed on any Lot. Every reasonable effort will be made to screen any installed satellite dish from visibility from the road and neighbors.

13) Recreational vehicles, snowmobiles, all-terrain vehicles (ATV's) and the like, shall not be used on any property within the Subdivision nor on any common areas of the subdivision except by the developer or it's assigns for common area maintenance purposes only. They may be stored on a lot only if well screened from view from the road and abutters.

14) No above ground pools or radio towers.

15) No livestock, animals or poultry other than household pets shall be kept, maintained or allowed on any of the Lots. No boarding or breeding kennels may be kept or maintained on any of the Lots. Except that the following shall be permitted:

- a) Up to two (2) animals (total) of any of the following:

- llamas
- sheep
- goats
- horses on any lot over 2.5 acres

b) Up to five (5) laying hens; no roosters are allowed.

- 16) The common area shown on the Subdivision Plan shall be used only for non-motorized recreation purposes by the Meadow Rose Farms residents and their guests.
- 17) Prior to the first transfer of a Lot from the Subdivision, there was formed the Meadow Rose Farms Homeowner's Association, a non-profit non-stock corporation organized and existing under the laws of the State of Maine (hereinafter called the "Association"). Each owner of a Lot shall automatically become a member of the Association, as long as he/she continues as the owner of a Lot.

Upon termination of interest of an owner in a Lot, his/her membership and any interest in the Association shall thereupon automatically terminate and transfer and inure to the next owner of his/her Lot succeeding in interest. Each owner of a Lot shall be bound by the by-laws of the Association, as the same may be amended from time to time, and each owner of a Lot shall comply strictly with said by-laws of the Association. No holder of a mortgage of a Lot shall be considered as Lot owners until such holder shall acquire title to the Lot by foreclosure, by deed in lieu of foreclosure, or by maintaining possession of the Lot. Each lot owner shall be equally responsible for any costs associated with maintenance of the roadways, drainage areas along the roadways, retention, recreation ponds, commons areas and refuse and garbage collection. Each lot will have 1 vote in Association business.

B) Association Responsibilities:

- 1) The Association shall perform and be responsible for any maintenance necessary on the Meadow Rose Farms roadways, and drainage areas along the roadways and common areas, and for the coordination of weekly collection of refuse and garbage.
- 2) Maintenance of the Meadow Rose Farms roadways shall be the responsibility of the Association unless the road is brought to town road standards and accepted by the Town. The Meadow Rose Farms roadways will be constructed by the Developer according to Town requirements for a private road. They will not be built as roads suitable for acceptance by the Town as town roads, however, the Developer reserves the right to upgrade the roads to Town standards as Town roads or, subsequent to the Developer's sale of at least Ten (10) of the Twelve (12) lots within the subdivision, if 10 or

more of the Lot owners desire to improve the road to a point acceptable to the Town as a town road, then all Lot owners, pursuant to a vote of the Association, shall pay equally for the cost of the necessary improvements and petition the town to accept and maintain the roadways. Dimensional requirements may preclude the road from ever being accepted as a town road.

Amendment of Declaration

All present and future owners of Lots are subject to the terms and provisions contained or referred to in this Declaration. The acceptance of a deed or conveyance of a Lot other than as security, or the entering into of occupancy of any Lot, shall signify that the provisions contained or referred to in this Declaration and the decisions of the Association are accepted and ratified by such owner or occupant and shall further signify that the owners acknowledge the authority of the Association to enforce the Covenants and Restrictions which run with the land, by suit or otherwise. All the provisions contained or referred to herein shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot (except a mortgage security) as though such provisions were recited and stipulated at length in each and every deed or conveyance of a Lot.

If any one or more of these covenants, or any part thereof, shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining portions hereof which shall remain in full force and effect.

This Declaration may be amended at any time and from time to time by written instrument duly executed by the owners of record of at least 10 of the 12 Lot owners, provided, however, that any amendment which is inconsistent with the elements of municipal approval or any condition of municipal approval, will not be effective until it has also received approval from the appropriate municipal authority.

IN WITNESS WHEREOF, the said **TWO CLARKS LLC** has caused this instrument to be signed in its name by **PAUL H. CLARK, III** and **DANA F. CLARK**, being all of its members, this _____ day of _____, 2015.

Signed, Sealed & Delivered
In Presence of

TWO CLARKS LLC

_____ By: _____
Paul H. Clark, III, Member

Dana F. Clark, Member

STATE OF MAINE

Cumberland, ss.

, 2015

Personally appeared the above named **Paul H. Clark, III**, Member, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of **TWO CLARKS LLC**, Before me,

Before me,

Notary Public/Attorney at Law
My commission expires:

Meadow Rose Farm Subdivision
Major Development Review Application
August 13, 2015

Attachment H
Septic Design

A summary of the test pit data from Mark Cenci Geologic, Inc. is enclosed for reference.



**Preliminary Soil Investigation
Meadow Rose Farms Subdivision
Church Road, Brunswick**

Date: July 20, 2015

To: Paul Clark III
Two Clarks, LLC
Morton Real Estate
240 Maine Street
Brunswick, ME 04011

Dates of Investigation: May 8, June 2, June 13, and July 15, 2015.

Location of Investigation:

The property investigated is located on the westerly side of Church Road, south of Greenwood Road. It is identified as Lot 126 on Brunswick Tax Map 17 and is 71.41 acres in size.

Purpose of Investigation:

The purpose of the investigation was to assess the suitability of the site under the *Maine Subsurface Wastewater Disposal Rules* (the Rules) for on-site wastewater disposal systems to serve single family residences. Testing was done on twelve proposed lots. Two suitable sites are required on each lot, by local Ordinance.

Method of Investigation: Soil auger, hand shovel and probe with Trimble Geo-XH location. The *Subdivision Sketch Plan, Meadow Rose Farms*, prepared for Two Clarks, LLC by Sitelines, PA, dated 02-19-2015 was used in the field during the investigation.

Results of the Investigation:

The land is located on the plains of Brunswick, east of several northeast trending bedrock ridges, such as Oak Hill, (see Figure 1). The site appears to occupy a drainage divide. To the north of the property, there is a ponded area draining to a mapped stream flowing northeasterly to the Androscoggin River, and to the south of the property there are intermittent drainages which flow southwesterly as Bunganuc Brook.

Thomas K. Weddle of the Maine Geological Survey maps the area as a complex of Pleistocene marine near-shore sand deposits (Pmn) in close proximity to Presumpscot Formation silts and clays (Pp) and Pleistocene wind deposited fine sands (Pe) on the *Surficial Geology of the Lisbon Falls South Quadrangle, Maine* (see Figure 2).

The *National Cooperative Soil Survey* depicts the property as an association of Windsor loamy sand; Deerfield loamy sand and Walpole fine sandy loam (see attached photocopies). These soils formed in fine to medium textured glacio-marine sediments. On-site soil testing generally agrees with this mapping, although the extent of the Walpole fine sandy loam may be exaggerated.

At least two potential wastewater disposal sites were identified on each of the twelve proposed lots. The sites are suitable for wastewater disposal. Each tested site was flagged in the field and located using a Trimble Geo-XH gps receiver, capable of sub-meter accuracy. Location data was post processed and sent to Sitelines, PA as an AutoCAD file.

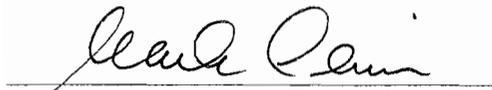
Soil logs are enclosed. The soil textures are generally sandy in the upper soil horizons and finer in the lower horizons. Bedrock was not encountered to at least 48 inches below the surface. Restrictive horizons in the fine textured subsoils are common. A seasonally high water table was found at 9 to 36 inches below the surface. The tested sites are categorized as 5C, 5D, 7C, 8C and 8D by the Rules. The sites are rated Medium, Medium-Large and Large for wastewater disposal size.

Drainages on the property are classified as "minor water courses" by the Rules. The required minimum setback from wastewater disposal systems and the minor water courses is 50 feet. The ponded feature located on Lot 26 of Tax Map 17 is a "major water body" and a setback of 100 feet to wastewater disposal areas is required. All tested sites meet these setbacks.

Typical disposal area sizes for three-bedroom homes are a 20' x 35', 20' x 45' or 20' x 55' stone bed, depending upon the soil category. Disposal areas will generally be mounded on the site, between 4 and 30 inches above the ground surface. Wastewater pumps may be required, depending on the house location and elevation. Based on site reconnaissance, there are additional suitable sites, not tested or located.

Conclusions:

At least two suitable sites for subsurface wastewater disposal were investigated, documented and located on each of the twelve proposed lots. The location data was provided to Sitelines, PA, to be included on the site plan. There may be other sites available. The disposal areas are rated Medium, Medium-Large and Large for size. Further investigations will be required to design a specific wastewater disposal system on any site.



Mark Cenci
Site Evaluator #262

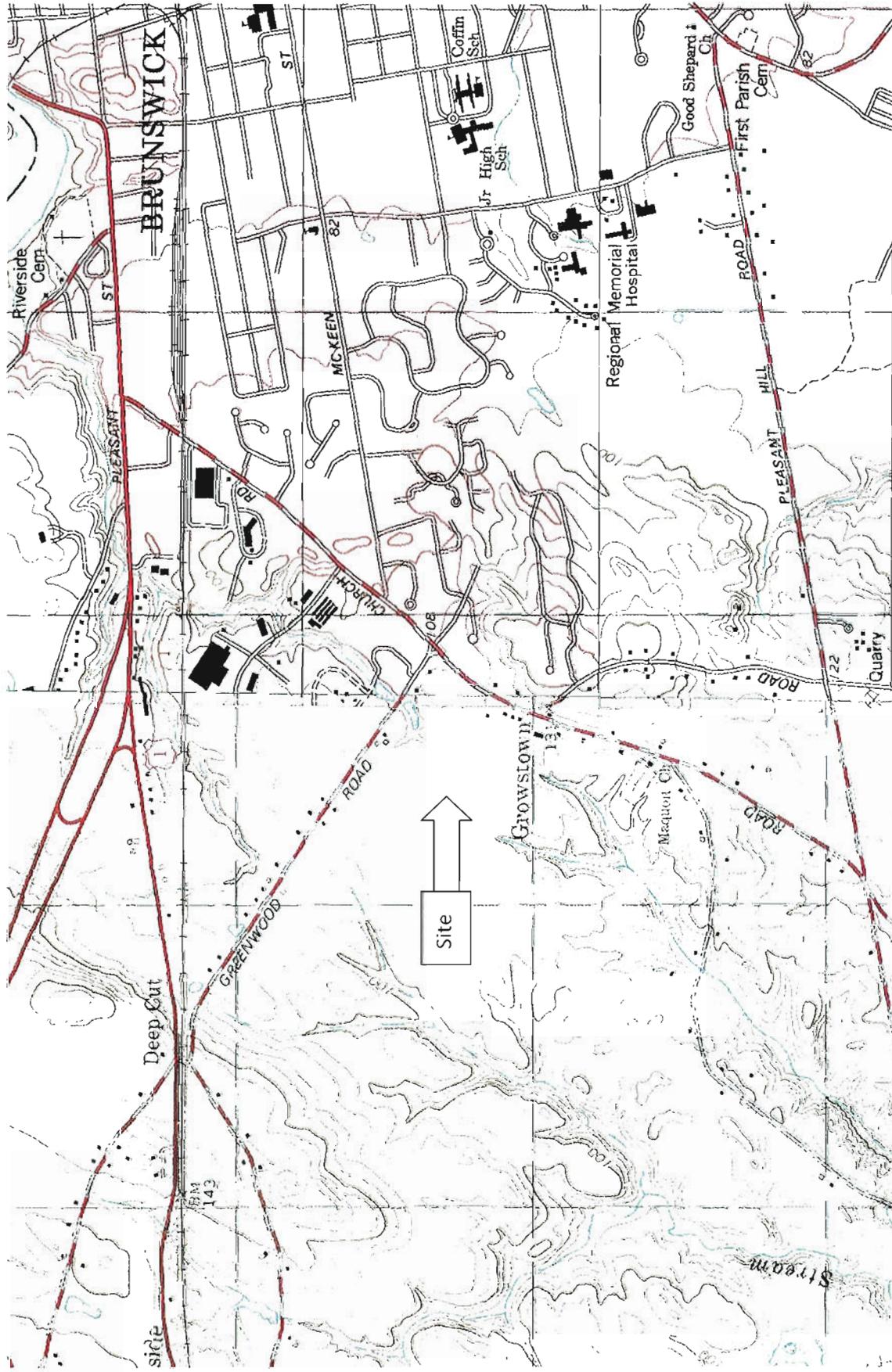


Figure 1.

Topographic Locus Map of the Area of Church and Greenwood Roads, Brunswick

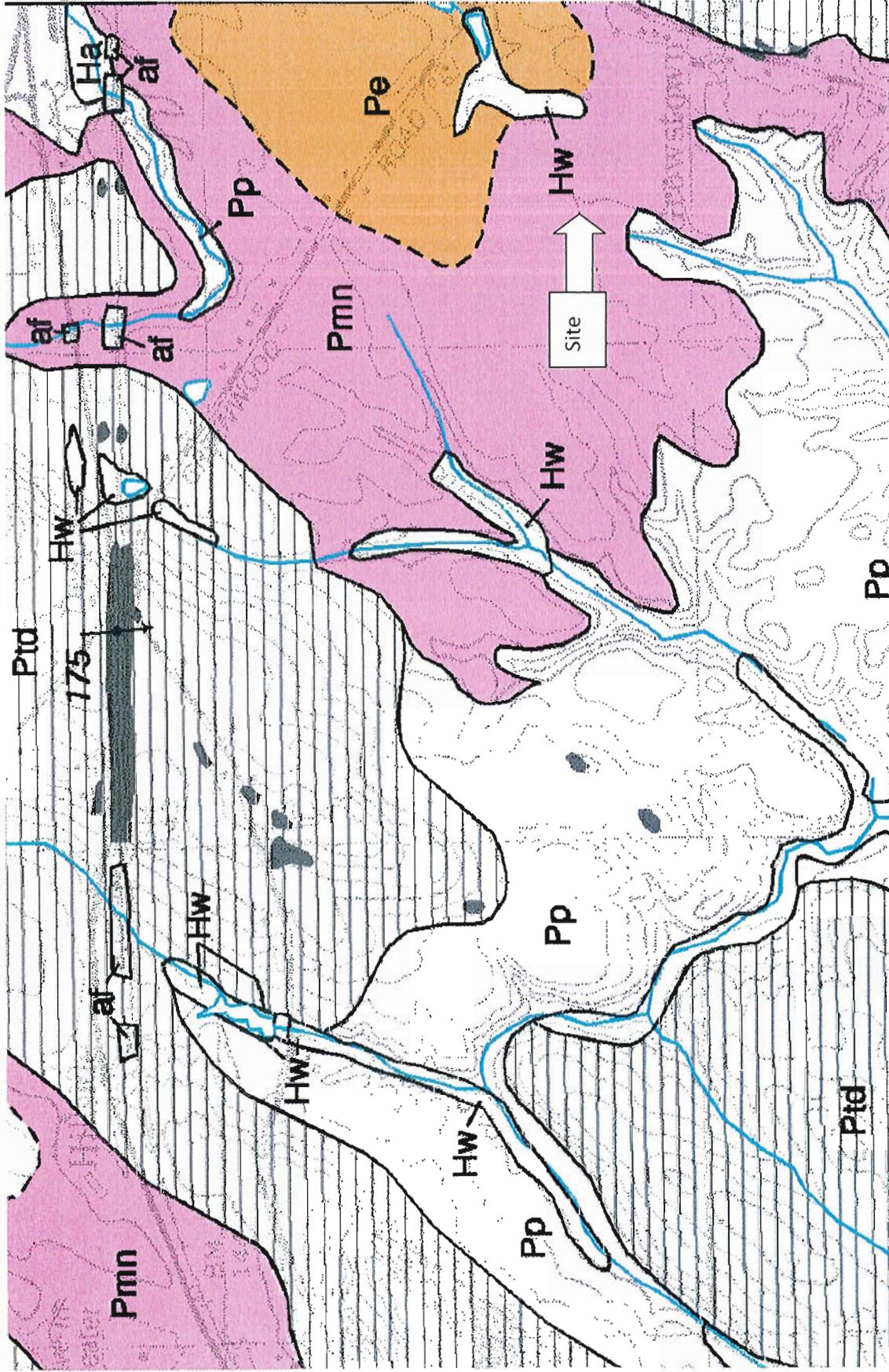
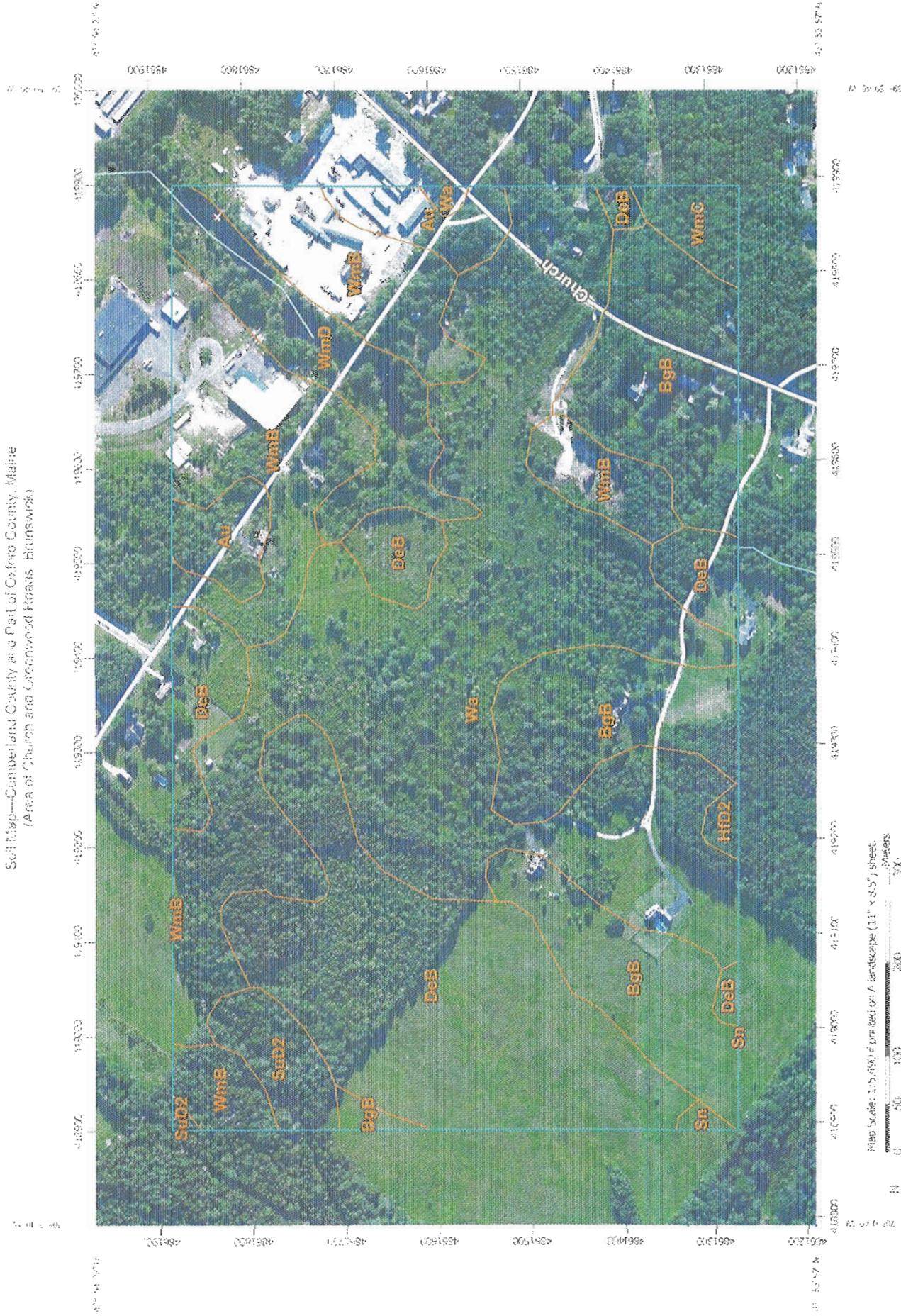


Figure 2.

Detail from *Surficial Geology of Lisbon Falls South Quadrangle, Maine* by Thomas Weddle, ME Geological Survey

Pmn = marine near shore deposit; Pe = eolian deposit; HW = wetland; Pp = Presumpscot Formation

Soil Map—Cumberland County and Part of Oxford County, Maine
 (Area of Church and Greenwood Roads, Brunswick)



Map Scale: 1:5,000 if printed on A landscape (11" x 17") sheet.

Map Properties: Web Mercator (Corner coordinates: WGS84, Spheroid: ITRF2000, Datum: NAD83, Units: Meter)

MAP LEGEND

 Area of Interest (AOI)	 Spoil Area
 Soils	 Stony Spot
 Soil Map Unit Polygons	 Very Stony Spot
 Soil Map Unit Lines	 Wet Spot
 Soil Map Unit Points	 Other
 Special Point Features	 Special Line Features
 Blowout	 Streams and Canals
 Borrow Pit	 Transportation
 Clay Spot	 Rails
 Closed Depression	 Interstate Highways
 Gravel Pit	 US Routes
 Gravelly Spot	 Major Roads
 Landfill	 Local Roads
 Lava Flow	 Background
 Marsh or swamp	 Aerial Photography
 Mine or Quarry	
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 9, Sep 13, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 20, 2010—Jul 27, 2010

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Cumberland County and Part of Oxford County, Maine (ME005)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Au	Au Gres loamy sand	5.1	3.4%
BgB	Belgrade very fine sandy loam, 0 to 8 percent slopes	26.7	17.6%
DeB	Deerfield loamy sand, 3 to 8 percent slopes	32.0	21.1%
HfD2	Hartland very fine sandy loam, 15 to 25 percent slopes, eroded	0.5	0.4%
Sn	Scantic silt loam, 0 to 3 percent slopes	0.3	0.2%
SuD2	Suffield silt loam, 15 to 25 percent slopes, eroded	3.1	2.1%
Wa	Walpole fine sandy loam	50.8	33.5%
WmB	Windsor loamy sand, 0 to 8 percent slopes	22.8	15.1%
WmC	Windsor loamy sand, 8 to 15 percent slopes	2.0	1.3%
WmD	Windsor loamy sand, 15 to 30 percent slopes	8.2	5.4%
Totals for Area of Interest		151.7	100.0%



MEADOW ROSE FARMS, CHURCH ROAD, BRUNSWICK

Observation Hole # <u>TP-1</u> <input type="checkbox"/> Test Pit <input checked="" type="checkbox"/> Boring _____ " Depth of organic horizon above mineral soil	Observation Hole # <u>TP-2</u> <input checked="" type="checkbox"/> Test Pit <input type="checkbox"/> Boring _____ " Depth of organic horizon above mineral soil																																																																																																																																				
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Site Evaluator Signature

SE #

Date

Mark Cenci

262

7-20-15



93 Mill Road • North Yarmouth, Maine 04097
Cell: 207.329.3524 • mark@markcenci.com
www.markcenci.com

MEADOW ROSE FARMS

CHURCH ROAD, BRUNSWICK

Observation Hole # TP-5 Test Pit Boring
 " Depth of organic horizon above mineral soil _____

Texture	Consistency	Color	Mottling
0		DARK	
6	FINE FRIABLE	BROWN	
12	SANDY	YELLOW	
18	LOAM	BROWN	
24			FEW
30	SILT		
36	LOAM FIRM	OLIVE BROWN	
42			
48			

Soil Profile: 7 Classification: C Slope: 0.3 Limiting Factor: 24
 Groundwater Restrictive Layer Bedrock Pit Depth

Observation Hole # TP-6 Test Pit Boring
 " Depth of organic horizon above mineral soil _____

Texture	Consistency	Color	Mottling
0		DARK	
6	FINE FRIABLE	BROWN	
12	SANDY	YELLOW	
18	LOAM	BROWN	
24		TO	
30	SILT FIRM	OLIVE BROWN	FEW
36			
42			
48			

Soil Profile: 7 Classification: C Slope: 0.3 Limiting Factor: 28
 Groundwater Restrictive Layer Bedrock Pit Depth

Observation Hole # TP-7 Test Pit Boring
 " Depth of organic horizon above mineral soil _____

Texture	Consistency	Color	Mottling
0	FINE	DARK	
6	SANDY LOAM	BROWN	
12	FINE	RED BROWN	
18	SAND	TO	
24		YELLOW BROWN	FEW
30		TO	
36		GRAY	
42			
48			

Soil Profile: 5 Classification: C Slope: 0.3 Limiting Factor: 24
 Groundwater Restrictive Layer Bedrock Pit Depth

Observation Hole # TP-8 Test Pit Boring
 " Depth of organic horizon above mineral soil _____

Texture	Consistency	Color	Mottling
0	FINE	DARK	
6	SANDY LOAM	BROWN	
12	FINE	RED	
18	SAND	TO	
24		YELLOW BROWN	FEW
30	SILT LOAM	OLIVE BROWN	
36			
42			
48			

Soil Profile: 7 Classification: C Slope: 0.3 Limiting Factor: 16
 Groundwater Restrictive Layer Bedrock Pit Depth

Mark Cenci
Site Evaluator Signature

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SE #

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Date



MEADOW ROSE FARMS

CHURCH ROAD BRUNSWICK

Observation Hole # TP-13 Test Pit Boring

Observation Hole # TP-14 Test Pit Boring

Depth of organic horizon above mineral soil _____"

Depth of organic horizon above mineral soil _____"

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY	FRIABLE	BROWN	
12				
18	LOAM TO SILT LOAM	FIRM	GRAY BROWN	COMMON
24				
30				
36				
42				
48	Soil Profile <u>8</u>	Classification <u>C</u>	Slope <u>0.3</u> Percent	Limiting Factor <u>15</u> Depth

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY	FRIABLE	BROWN	
12				
18	LOAM TO SILT LOAM	FIRM	GRAY BROWN	COMMON
24				
30				
36				
42				
48	Soil Profile <u>8</u>	Classification <u>C</u>	Slope <u>0.3</u> Percent	Limiting Factor <u>15</u> Depth

Observation Hole # TP-15 Test Pit Boring

Observation Hole # TP-16 Test Pit Boring

Depth of organic horizon above mineral soil _____"

Depth of organic horizon above mineral soil _____"

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY	FRIABLE	BROWN	
12				
18	LOAM TO SILT LOAM	FIRM	GRAY BROWN	COMMON
24				
30				
36				
42				
48	Soil Profile <u>8</u>	Classification <u>C</u>	Slope <u>0.3</u> Percent	Limiting Factor <u>16</u> Depth

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY	FRIABLE	BROWN	
12				
18	LOAM TO SILT LOAM	FIRM	GRAY BROWN	COMMON
24				
30				
36				
42				
48	Soil Profile <u>8</u>	Classification <u>C</u>	Slope <u>0.3</u> Percent	Limiting Factor <u>16</u> Depth

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Site Evaluator Signature

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SE #

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Date



MEADOW ROSE FARMS CHURCH ROAD BRUNSWICK

Observation Hole # TP-17 Test Pit Boring

Depth of organic horizon above mineral soil _____"

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE		BROWN	
12	SANDY	FRIABLE	BROWN	
18	LOAM		GRAY	COMMON
24	TO	FIRM	BROWN	
30	SILT			
36	LOAM			
42				
48				

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater
8	C	0-3	16	<input checked="" type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

Observation Hole # TP-18 Test Pit Boring

Depth of organic horizon above mineral soil _____"

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE		BROWN	
12	SANDY	FRIABLE	BROWN	
18	LOAM		GRAY	COMMON
24	TO	FIRM	BROWN	
30	SILT			
36	LOAM			
42				
48				

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater
8	C	0-3	16	<input checked="" type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

Observation Hole # TP-21 Test Pit Boring

Depth of organic horizon above mineral soil _____"

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE		BROWN	
12	SANDY	FRIABLE	BROWN	
18	LOAM		GRAY	COMMON
24	TO	FIRM	BROWN	
30	SILT			
36	LOAM			
42				
48				

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater
8	C	0-3	15	<input checked="" type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

Observation Hole # TP-22 Test Pit Boring

Depth of organic horizon above mineral soil _____"

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE		BROWN	
12	SANDY	FRIABLE	BROWN	
18	LOAM		GRAY	COMMON
24	TO	FIRM	BROWN	
30	SILT			
36	LOAM			
42				
48				

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater
8	C	0-3	17	<input checked="" type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

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MEADOW ROSE FARMS

CHURCH ROAD BRUNSWICK

Observation Hole # TP-23 Test Pit Boring

Observation Hole # TP-24 Test Pit Boring

_____ " Depth of organic horizon above mineral soil

_____ " Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SAND/LOAM	FRIABLE	BROWN	
12				
18	SILT LOAM	FIRM	GRAY BROWN	COMMON
24				
30				
36				
42				
48	Soil Profile <u>8</u>	Classification Condition <u>C</u>	Slope Percent <u>0.3</u>	Limiting Factor Depth <u>15</u>

Groundwater
 Restrictive Layer
 Bedrock
 Pit Depth

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SAND/LOAM	FRIABLE	BROWN	
12				
18	SILT LOAM	FIRM	GRAY BROWN	COMMON
24				
30				
36				
42				
48	Soil Profile <u>8</u>	Classification Condition <u>C</u>	Slope Percent <u>0.3</u>	Limiting Factor Depth <u>15</u>

Groundwater
 Restrictive Layer
 Bedrock
 Pit Depth

Observation Hole # TP-25 Test Pit Boring

Observation Hole # TP-26 Test Pit Boring

_____ " Depth of organic horizon above mineral soil

_____ " Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY LOAM	LOOSE	YELLOW BROWN	COMMON
12				
18		FIRM	BROWN	
24				
30				
36				
42				
48	Soil Profile <u>5</u>	Classification Condition <u>D</u>	Slope Percent <u>0.3</u>	Limiting Factor Depth <u>10</u>

Groundwater
 Restrictive Layer
 Bedrock
 Pit Depth

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY LOAM	FRIABLE	BROWN	
12			OLIVE BROWN	COMMON
18				
24	SILT LOAM	FIRM		
30				
36				
42				
48	Soil Profile <u>8</u>	Classification Condition <u>D</u>	Slope Percent <u>0.3</u>	Limiting Factor Depth <u>9</u>

Groundwater
 Restrictive Layer
 Bedrock
 Pit Depth

Site Evaluator Signature

SE #

Date

Mark Cenci

262

7-20-15



MEADOW ROSE FARMS

CHURCH ROAD BRUNSWICK

Observation Hole # TP-27 Test Pit Boring

Observation Hole # TP-28 Test Pit Boring

" Depth of organic horizon above mineral soil

" Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY LOAM		BROWN	
12	SANDY LOAM	FRIABLE	YELLOW BROWN	COMMON
18			BROWN	
24	SILT LOAM	FIRM	OLIVE BROWN	
30				
36				
42				
48				

Soil Profile	Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
<u>7</u>	<u>D</u>	<u>0.3</u>	<u>10</u>	<input type="checkbox"/> Restrictive Layer
	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY LOAM	FRIABLE	BROWN	
12	SANDY LOAM		OLIVE BROWN	COMMON
18	SILT LOAM	FIRM	OLIVE BROWN	
24			GRAY	
30				
36				
42				
48				

Soil Profile	Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
<u>8</u>	<u>D</u>	<u>0.3</u>	<u>10</u>	<input type="checkbox"/> Restrictive Layer
	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

Observation Hole # TP-29 Test Pit Boring

Observation Hole # TP-30 Test Pit Boring

" Depth of organic horizon above mineral soil

" Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY LOAM	FRIABLE	BROWN	
12	SANDY LOAM		YELLOW BROWN	COMMON
18			BROWN	
24	SILT LOAM	FIRM	OLIVE BROWN	
30				
36				
42				
48				

Soil Profile	Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
<u>8</u>	<u>D</u>	<u>0.3</u>	<u>14</u>	<input type="checkbox"/> Restrictive Layer
	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY LOAM	FRIABLE	BROWN	
12	SANDY LOAM		OLIVE BROWN	COMMON
18	SILT LOAM	FIRM	OLIVE BROWN	
24			GRAY	
30				
36				
42				
48				

Soil Profile	Classification	Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
<u>8</u>	<u>D</u>	<u>0.3</u>	<u>9</u>	<input type="checkbox"/> Restrictive Layer
	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

Mark Cenci
Site Evaluator Signature

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SE #

7.20.15
Date



MEADOW ROSE FARMS, CHURCH ROAD BRUNSWICK

Observation Hole # TP.31 Test Pit Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		DARK BROWN	
0-6 FINE SAND/LOAM	FRIABLE	YELLOW to OLIVE BROWN	COMMON
6-12 SILT LOAM	FIRM		
12-18			
18-24			
24-30			
30-36			
36-42			
42-48			
Soil Profile: <u>B</u>	Classification: <u>D</u>	Slope: <u>0.3</u> Percent	Limiting Factor: <u>10</u> Depth
<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # TP.32 Test Pit Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		DARK BROWN	
0-6 FINE SAND/LOAM	FRIABLE	YELLOW BROWN to OLIVE BROWN	COMMON
6-12 SILT LOAM	FIRM		
12-18			
18-24			
24-30			
30-36			
36-42			
42-48			
Soil Profile: <u>B</u>	Classification: <u>D</u>	Slope: <u>0.3</u> Percent	Limiting Factor: <u>9</u> Depth
<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # TP.33 Test Pit Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		DARK BROWN	
0-6 FINE SAND/LOAM	FRIABLE	OLIVE BROWN to YELLOW BROWN	COMMON
6-12 SILT LOAM	FIRM		
12-18			
18-24			
24-30			
30-36			
36-42			
42-48			
Soil Profile: <u>B</u>	Classification: <u>D</u>	Slope: <u>0.3</u> Percent	Limiting Factor: <u>12</u> Depth
<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # TP.34 Test Pit Boring

" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		DARK BROWN	
0-6 FINE SAND/LOAM	FRIABLE	YELLOW BROWN to OLIVE BROWN	COMMON
6-12 SILT LOAM	FIRM		
12-18			
18-24			
24-30			
30-36			
36-42			
42-48			
Soil Profile: <u>B</u>	Classification: <u>C</u>	Slope: <u>0.3</u> Percent	Limiting Factor: <u>15</u> Depth
<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Mark Cenci
Site Evaluator Signature

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SE #

7-20-15
Date



MEADOW ROSE FARMS CHURCH ROAD BRUNSWICK

Observation Hole # TP.35 Test Pit Boring

Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0	FINE		DARK BROWN
6	SANDY/ LOAM	FRIABLE	OLIVE BROWN	Common
12				
18	SILT LOAM	FIRM		
24				
30				
36				
42				
48				

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
8	D	0-3	9	

Observation Hole # TP.36 Test Pit Boring

Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0	FINE		DARK BROWN
6	SANDY/ LOAM	FRIABLE	BROWN	
12			YELLOW BROWN	Common
18				
24	LIMIT OF BORING			
30				
36				
42				
48				

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
5	D	0-3	12	

Observation Hole # TP.37 Test Pit Boring

Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY/ LOAM	LOOSE	YELLOW BROWN	Common
12			TO OLIVE BROWN	
18				
24	LIMIT OF BORING			
30				
36				
42				
48				

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
5	D	0-3	10	

Observation Hole # TP.38 Test Pit Boring

Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0	FINE SANDY/ LOAM	FRIABLE	DARK BROWN
6			YELLOW BROWN	
12		LOOSE	TO OLIVE BROWN	Common
18				
24	LIMIT OF BORING			
30				
36				
42				
48				

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
5	C	0-3	24	

Mark Cenci
Site Evaluator Signature

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SE #

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Date



MEADOW ROSE FARMS CHURCH ROAD BRUNSWICK

Observation Hole # TP-39 Test Pit Boring

Observation Hole # TP-40 Test Pit Boring

" Depth of organic horizon above mineral soil

" Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK
6	FINE SANDY/LOAM		BROWN	
12		FRIABLE	OLIVE YELLOW	
18				COMMON
24	SILT LOAM	FIRM	OLIVE GRAY	
30				
36				
42				
48				

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater	<input type="checkbox"/> Restrictive Layer	<input type="checkbox"/> Bedrock	<input type="checkbox"/> Pit Depth
8	D	0-3	14				

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	SANDY LOAM	FRIABLE	OLIVE BROWN	
12				COMMON
18	SILT LOAM	FIRM	GRAY BROWN	
24				
30				
36				
42				
48				

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater	<input type="checkbox"/> Restrictive Layer	<input type="checkbox"/> Bedrock	<input type="checkbox"/> Pit Depth
8	D	0-3	9				

Observation Hole # TP-41 Test Pit Boring

Observation Hole # TP-42 Test Pit Boring

" Depth of organic horizon above mineral soil

" Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY/LOAM	FRIABLE	YELLOW TO OLIVE BROWN	
12				COMMON
18	SILT LOAM	FIRM		
24				
30	LIMIT OF BORING			
36				
42				
48				

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater	<input type="checkbox"/> Restrictive Layer	<input type="checkbox"/> Bedrock	<input type="checkbox"/> Pit Depth
8	C	0-3	15				

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			DARK BROWN
6	FINE SANDY/LOAM	FRIABLE	YELLOW BROWN TO OLIVE	
12				COMMON
18	SILT LOAM	FIRM		
24				
30	LIMIT OF BORING			
36				
42				
48				

Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth	<input checked="" type="checkbox"/> Groundwater	<input type="checkbox"/> Restrictive Layer	<input type="checkbox"/> Bedrock	<input type="checkbox"/> Pit Depth
8	D	0-3	11				

Site Evaluator Signature

SE #

Date

Mark Cenci

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7.20.15



MEADOW ROSE FARMS CHURCH ROAD BRUNSWICK

Observation Hole # TP-47 Test Pit Boring
 " Depth of organic horizon above mineral soil _____

Texture	Consistency	Color	Mottling
0	FINE	DARK BROWN	
6	SANDY LOAM	FRIBLE	
12	SILT LOAM	OLIVE BROWN	COMMON
18			
24			
30			
36			
42			
48			

Soil Profile: <u>8</u>	Classification: <u>D</u>	Slope: <u>0.3</u> Percent	Limiting Factor: <u>9</u> Depth	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
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Observation Hole # TP-48 Test Pit Boring
 " Depth of organic horizon above mineral soil _____

Texture	Consistency	Color	Mottling
0	FINE	DARK BROWN	
6	SANDY LOAM TO	FRIBLE	
12	LOAM	LOOSE	RED BROWN
18			
24	FINE SAND	FIRM	YELLOW BROWN COMMON
30			
36			
42			
48			

Soil Profile: <u>S</u>	Classification: <u>C</u>	Slope: <u>0.3</u> Percent	Limiting Factor: <u>24</u> Depth	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
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Observation Hole # TP-49 Test Pit Boring
 " Depth of organic horizon above mineral soil _____

Texture	Consistency	Color	Mottling
0	FINE SANDY LOAM	FRIBLE	
6			
12		OLIVE YELLOW	
18	SILT LOAM	FIRM	COMMON
24			
30			
36			
42			
48			

Soil Profile: <u>8</u>	Classification: <u>D</u>	Slope: <u>0.3</u> Percent	Limiting Factor: <u>12</u> Depth	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
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Observation Hole # TP-50 Test Pit Boring
 " Depth of organic horizon above mineral soil _____

Texture	Consistency	Color	Mottling
0	FINE	DARK BROWN	
6	SANDY LOAM	FRIBLE	
12			
18		OLIVE	
24	SILT LOAM	FIRM	COMMON
30			
36			
42			
48			

Soil Profile: <u>8</u>	Classification: <u>D</u>	Slope: <u>0.3</u> Percent	Limiting Factor: <u>12</u> Depth	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
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Mark Cenci SE # 262 Date 7.20.15
 Site Evaluator Signature

Meadow Rose Farm Subdivision
Major Development Review Application
August 13, 2015

Attachment I
Stormwater Management Report

This attachment includes the stormwater management report, including the inspection and maintenance plan.

Meadow Rose Farm Subdivision
Major Development Review Application
August 13, 2015

Attachment J
Site Plans

The project site plans are included in reduced format for review, and full size copies have been provided as a separate plan sets of as required.

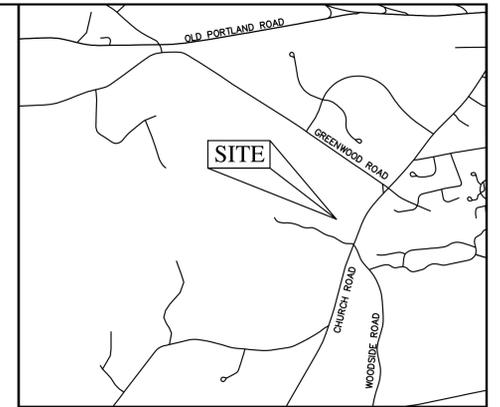
GENERAL NOTES:

- DRAWINGS ARE BASED ON BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION FROM MULTIPLE SOURCES BY SITELINES, PA.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION HAS NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVES AND IS NOT TO BE RELED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE (1-800-DIG-SAFE) AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IN AREAS OF POTENTIAL CONFLICTS TEST PITS SHALL BE REQUIRED TO VERIFY EXISTING UTILITY LOCATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- THE LOCATION, SIZE, DEPTH, AND SPECIFICATIONS FOR CONSTRUCTION OF PROPOSED PRIVATE UTILITY SERVICES SHALL BE INSTALLED ACCORDING TO THE REQUIREMENTS PROVIDED BY, AND APPROVED BY THE RESPECTIVE UTILITY COMPANY (GAS, TELEPHONE, ELECTRIC, CABLE AND FIRE ALARM). FINAL DESIGN LOADS AND LOCATIONS TO BE COORDINATED WITH CONSTRUCTION MANAGER AND ARCHITECT.
- THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION, SIZE, INVERTS AND TYPES OF EXISTING PIPES AT ALL PROPOSED POINTS OF CONNECTION PRIOR TO ORDERING MATERIALS. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATIONS, ELEVATION, AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED IN WRITING TO THE CONSTRUCTION MANAGER REPRESENTATIVE FOR THE RESOLUTION OF THE CONFLICT.
- THE CONTRACTOR SHALL VERIFY ALL CRITICAL DIMENSIONS AND GRADES BEFORE WORK BEGINS. CONTRACTOR SHALL CONFIRM LOCATION AND DEPTH ALL UTILITY LINE CROSSINGS WITH TEST PITS PRIOR TO BEGINNING WORK. CONFLICTS SHALL BE REPORTED IN WRITING TO CONSTRUCTION MANAGER FOR RESOLUTION OF THE CONFLICT.
- ALL AREAS OUTSIDE THE LIMIT OF WORK THAT ARE DISTURBED SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. ALL AREAS DISTURBED DURING CONSTRUCTION NOT COVERED WITH BUILDINGS, STRUCTURES, OR PAVEMENT SHALL RECEIVE 4 INCHES OF LOAM AND SEED.
- THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS AND SHALL BE RESPONSIBLE FOR PAYING ANY FEES FOR ANY POLE RELOCATION AND FOR THE ALTERATION OR ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE, CABLE, FIRE ALARM AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANIES.
- UPON AWARD OF CONTRACT, CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY PERMITS, PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE WORK INDICATED ON THE DRAWINGS AND AS SPECIFIED.
- ALL PROPERTY MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE RESET TO THEIR ORIGINAL LOCATION BY A MAINE REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR (PLS) AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL PREPARE AN AS-BUILT PLAN SURVEY SHOWING LOCATIONS OF ALL SURFACE FEATURES AND SUBSURFACE UTILITY SYSTEMS INCLUDING THE LOCATION TYPE, SIZE AND INVERTS.
- THE CONTRACTOR SHALL INSTALL ALL EROSION CONTROL MEASURES PRIOR TO EARTHWORK OPERATION AND MAINTAIN ALL EROSION CONTROL MEASURES AND SEEDED EMBANKMENTS DURING CONSTRUCTION. EROSION CONTROL SHALL BE REMOVED ONLY UPON THE ESTABLISHMENT OF ALL LANDSCAPED AREAS. ALL WORK SHALL BE IN COMPLIANCE WITH THE ENVIRONMENTAL QUALITY HANDBOOK FOR EROSION AND SEDIMENT CONTROL, LATEST EDITION, AS ADOPTED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SITE SECURITY AND JOB SAFETY. ALL CONSTRUCTION ACTIVITY SHALL BE IN ACCORDANCE WITH OSHA STANDARDS AND LOCAL REQUIREMENTS.
- ALL MATERIALS AND CONSTRUCTION METHODS USED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO ALL LOCAL MUNICIPAL STANDARDS AND MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
- THE CONTRACTOR IS REQUIRED TO CONTROL DUST DURING CONSTRUCTION. EXPOSED SOIL AREAS SHALL BE SPRAYED WITH WATER AS NEEDED TO CONTROL DUST EMISSIONS. COVER EXPOSED SOIL AREAS AS QUICKLY AS PRACTICAL TO PREVENT WINDS FROM GENERATING DUST.
- ALL SITE SIGNAGE SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY. NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING. SEE SPECIFICATIONS FOR GEOTECHNICAL INFORMATION.
- ALL MATERIALS SHOWN SHALL BE NEW AND FURNISHED BY CONTRACTOR AS PART OF CONTRACT WORK. ONLY ITEMS SPECIFICALLY IDENTIFIED TO BE SALVAGED MAY BE RE-USED WITHOUT PRIOR WRITTEN PERMISSION.

MEADOW ROSE FARM SUBDIVISION

CHURCH ROAD
BRUNSWICK, MAINE 04011

PREPARED FOR:
TWO CLARKS, LLC
240 MAINE STREET
BRUNSWICK, MAINE 04011



LOCATION MAP
NOT TO SCALE

LEGEND

EXISTING		PROPOSED
●	IRON MARKER FOUND	○
○	5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET	○
□	GRANITE MONUMENT SET	□
⊕	CATCH BASIN	⊕
⊗	SEWER MANHOLE	⊗
⊙	FIRE HYDRANT	⊙
⊘	WATER GATE VALVE	⊘
⊚	WATER SHUT-OFF	⊚
○	BLOW-OFF/CLEAN-OUT	○
—●—	UTILITY POLE	—●—
—○—	UTILITY LINE	—○—
---	PROPERTY LINE	---
---	EASEMENTS	---
---	SETBACK/BUFFER	---
---	SOILS BOUNDARY	---
---	WETLAND BOUNDARY	---
---	STREAM	---
---	CULVERT	---
---	CURB	---
---	EDGE OF PAVEMENT	---
---	ROAD CENTERLINE	---
---	BUILDING	---
---	STORM DRAIN(SEE PLAN FOR SIZE)	---
---	SEWER LINE(SEE PLAN FOR SIZE)	---
---	WATER LINE(SEE PLAN FOR SIZE)	---
---	UNDERDRAIN(SEE PLAN FOR SIZE)	---
---	SLOPE ARROW	---
---	CONTOURS	---
---	TEMPORARY INLET PROTECTION	---
---	CLEARING LIMIT	---
---	TREE LINE	---
---	SEDIMENT BARRIER	---
---	RIPRAP	---
---	CONSTRUCTION ENTRANCE	---
---	SPOT GRADE	---

PROJECT CONTACTS:

BRUNSWICK PLANNING & DEVELOPMENT PUBLIC WORKS DEPARTMENT:

85 UNION STREET
BRUNSWICK, MAINE 04011
PHONE: 207-725-6660

BRUNSWICK PUBLIC WORKS
9 INDUSTRY ROAD
BRUNSWICK, MAINE 04011
PHONE: 207-725-6654

BRUNSWICK CODE ENFORCEMENT

85 UNION STREET
BRUNSWICK, MAINE 04011
PHONE: 207-725-6651

BRUNSWICK FIRE / RESCUE:

21 TOWN HALL PLACE
BRUNSWICK, MAINE 04011
PHONE: 207-725-5541

ELECTRIC SERVICE:

CENTRAL MAINE POWER
280 BATH ROAD
BRUNSWICK, MAINE 04011
PHONE: 207-721-8081

BRUNSWICK POLICE DEPARTMENT:

100 MAIN STREET
BRUNSWICK, MAINE 04011
PHONE: 207-725-4337

TELEPHONE SERVICE:

FAIRPOINT COMMUNICATIONS
360 BATH ROAD (P.O. BOX 360)
BRUNSWICK, MAINE 04011
PHONE: 207-442-8018

DESIGN CONSULTANTS:

CIVIL ENGINEERING/SURVEYING:

SITELINES, P.A.
JOSEPH J. MARDEN, P.E.
KEVIN P. CLARK, PLS
8 CUMBERLAND STREET
BRUNSWICK, MAINE 04011
207-725-1200

SOILS TESTING:

MARK CENCI GEOLOGIC, INC.
193 MILL ROAD
NORTH YARMOUTH, MAINE 04097
207-657-2822

WETLANDS:

ECO-ANALYSTS
TIM FORRESTER
P.O. BOX 224
BATH, ME 04530
207-837-2199

PERMITTING REQUIREMENTS:

AGENCY:	PERMIT:	STATUS:
TOWN OF BRUNSWICK	MAJOR DEVELOPMENT REVIEW	PENDING
MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION	STORMWATER MANAGEMENT LAW NRPA WETLAND ALTERATION - TIER 1	PENDING
ARMY CORP OF ENGINEERS	MAINE GENERAL PERMIT - TIER 1	PENDING

CIVIL SHEET INDEX:

DWG NO.:	SHEET TITLE:	SCALE:
C1	COVER	N/A
C2	OVERALL SUBDIVISION PLAN	1:200
C3	SUBDIVISION PLAN	1:100
C4	PLAN AND PROFILE: STATION 0+00 TO 11+00	1:40
C5	PLAN AND PROFILE: STATION 11+00 TO 23+50	1:40
C6	SITE DEVELOPMENT DETAILS	NTS
C7	EROSION CONTROL DETAILS & NOTES	NTS

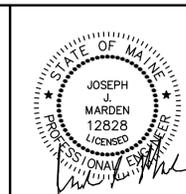
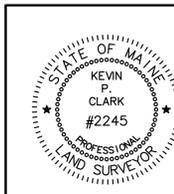
4.	08-24-15	REVISED PER STAFF REVIEW COMMENTS	JJM
3.	07-14-15	SUBMITTED FOR FINAL SUBDIVISION REVIEW	JJM
2.	05-16-15	REVISED ROAD LAYOUT, ADDED LOT 12	KPC
1.	04-07-15	SUBMITTED FOR STAFF REVIEW	KPC

TITLE:	COVER SHEET	
PROJECT:	MEADOW ROSE FARM SUBDIVISION CHURCH ROAD, BRUNSWICK, MAINE	
PREPARED FOR:	TWO CLARKS, LLC 240 MAINE STREET, BRUNSWICK, MAINE	



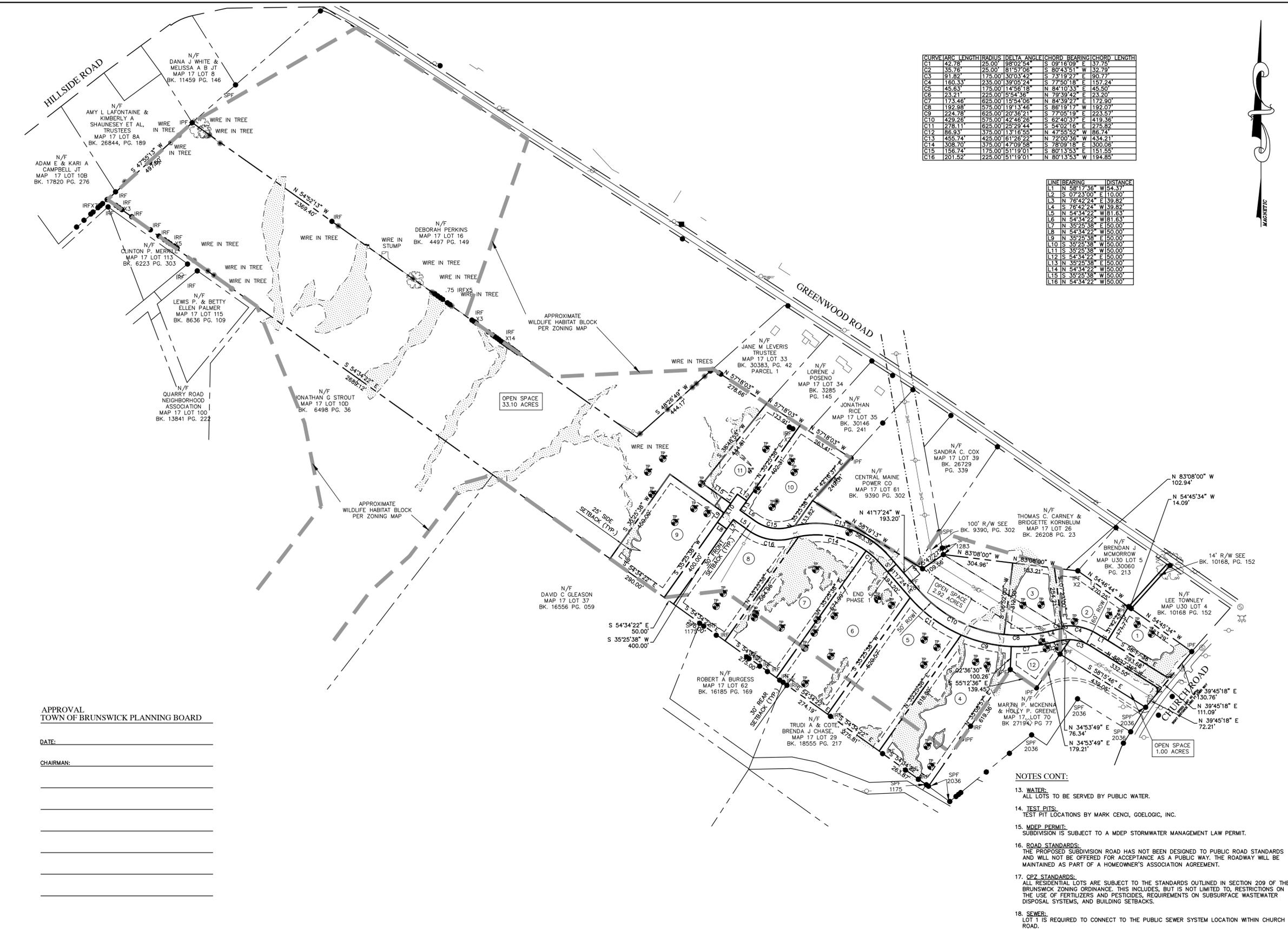
CALL DIG SAFE UTILITY LOCATION
1-888-344-7233
STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES

PROGRESS PRINT
THIS PLAN IS ISSUED FOR REVIEW AND INFORMATION PURPOSES ONLY. THIS PLAN IS SUBJECT TO CHANGE AND IS NOT FOR PRICING OR CONSTRUCTION. PRICING BASED ON THIS PLAN IS NOT BINDING UNLESS SIGNED BY BOTH CONTRACTOR AND OWNER.



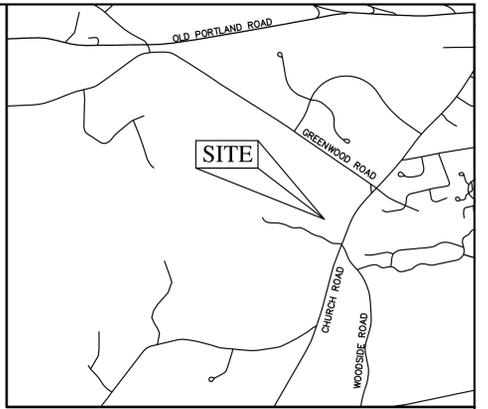
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LANDSCAPE ARCHITECTS
8 CUMBERLAND STREET, BRUNSWICK, ME 04011
207.725.1200 www.sitelinespa.com

FIELD WK: KPC	SCALE: N/A	SHEET:
DRN BY: JJM	JOB #: 2215	C1
CHD BY: CYN	MAP/LOT: 17/126	
DATE: 07/2015	FILE: 2215-COVER-DETAILS	



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	42.78	25.00	98°02'54"	S 09°18'09" E	37.75
C2	33.78	25.00	181°57'06"	S 80°43'51" W	32.79
C3	91.82	175.00	30°03'42"	S 73°19'27" E	90.77
C4	160.33	235.00	39°05'24"	S 77°50'18" E	157.74
C5	45.63	175.00	14°56'13"	N 84°10'33" E	45.50
C6	23.21	225.00	15°54'36"	N 79°39'42" E	23.20
C7	173.46	625.00	15°54'06"	N 84°39'27" E	172.90
C8	192.98	575.00	19°13'46"	S 86°19'17" W	192.07
C9	124.29	625.00	20°39'21"	S 77°08'19" E	123.37
C10	429.26	575.00	42°48'28"	S 62°40'37" E	419.36
C11	278.11	625.00	25°29'44"	S 54°02'16" E	275.82
C12	86.93	375.00	13°16'55"	N 47°35'52" W	86.74
C13	1453.94	425.00	161°26'22"	N 72°00'36" W	1434.21
C14	308.70	375.00	47°09'58"	S 78°09'18" E	300.06
C15	156.74	175.00	51°19'01"	S 80°13'53" E	151.55
C16	201.52	225.00	51°19'01"	N 80°13'53" W	194.85

LINE	BEARING	DISTANCE
L1	N 58°17'36" W	54.37
L2	S 07°23'00" E	110.00
L3	N 76°42'24" E	39.82
L4	S 76°42'24" W	39.82
L5	N 54°34'22" W	81.63
L6	N 54°34'22" W	81.63
L7	N 35°25'38" E	50.00
L8	N 54°34'22" W	50.00
L9	N 35°25'38" E	50.00
L10	S 35°25'38" W	50.00
L11	N 54°34'22" W	50.00
L12	S 54°34'22" E	50.00
L13	N 35°25'38" E	50.00
L14	N 54°34'22" W	50.00
L15	S 35°25'38" W	50.00
L16	N 54°34'22" W	50.00



LOCATION MAP NOT TO SCALE

- NOTES:**
- TITLE REFERENCE FOR SURVEYED PARCEL:**
BK 8719, PG 218
 - PLAN REFERENCE(S):**
A) "SOLAR RIDGE SUBDIVISION BY BARRY W. SMITH" DATED NOV. 8, 1982, BY LARRY SLAUGHTER, LS 1133, RECORDED IN PB 136, PG 28.
B) "SURVEY FOR BARRY W. SMITH, SITUATE OFF QUARRY ROAD" DATED JUNE 9, 1984, BY LARRY SLAUGHTER, LS 1133, RECORDED IN PB 143, PG 25.
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G) "CENTRAL MAINE POWER COMPANY PLAN OF SECTION 31" DATED NOV. 1953, PLAN # 577-54, UNRECORDED.
 - AREA INFORMATION:**
3,110,489 S.F. OR 71.41 ACRES
 - TAX MAP REFERENCE:**
TAX MAP 17, LOT 126
 - BASIS OF BEARINGS:**
BEARINGS ARE MAGNETIC (2014) AND ARE BASED ON HAND COMPASS BEARINGS ALONG RANDOM TRAVERSE LINES.
 - ROAD INFORMATION:**
CHURCH ROAD WIDTH IS 66' (4 RODS) AND GREENWOOD ROAD 49.5' (3 RODS) PER PLANS REFERENCED ABOVE. LOCATIONS ARE BASED ON EVIDENCE FOUND.
 - ZONING:**
COASTAL PROTECTION (CP2):
MIN. LOT SIZE - 20,000 S.F. FOR RESIDENTIAL USES
MAX. DENSITY - 3.5 ACRES/JUNT
MIN. LOT WIDTH - 125 FEET
MIN. FRONT YARD - 30 FEET
MIN. REAR YARD - 30 FEET
MIN. SIDE YARD - 25 FEET
MAX. IMP. SURFACE - 21,780 S.F. OR 40% WHICHEVER IS LESS
MAX. NEW LAWN FOR WOODED SITES - 20,000 S.F.
MAX. BUILDING HEIGHT - 40 FEET
MAX. BUILDING FOOTPRINT - 10,000 S.F.
 - NET SITE AREA:**
71.33 ACRES - PROPERTY AREA
-2.73 ACRES - PRIVATE ROAD
-0.63 ACRES - PRIVATE R/W
-2.88 ACRES - WETLANDS
60.12 ACRES - NET SITE AREA
17 - MAXIMUM LOTS*
 - *NO BONUS DENSITY IS REQUESTED AT THIS TIME.
 - RURAL BRUNSWICK SMART GROWTH OVERLAY DISTRICT:**
61.80 ACRES - EXISTING WILDLIFE HABITAT BLOCK
25.79 ACRES - WILDLIFE HABITAT BLOCK TO BE DEVELOPED
2.92 ACRES - WILDLIFE HABITAT BLOCK TO BE OPEN SPACE
33.10 ACRES - REMAINING WILDLIFE HABITAT BLOCK TO BE PRESERVED*
 - *PER SEC. 217.4, A 1:1 MITIGATION RATIO HAS BEEN ACHIEVED.
 - OPEN SPACE:**
37.03 ACRES OF OPEN SPACE, OF WHICH 33.10 ACRES TO BE PRESERVED BY CONSERVATION EASEMENT.
 - WETLANDS:**
WETLAND DISTURBANCE IS LIMITED TO THAT SHOWN ON THE ENCLOSED PLANS. ADDITIONAL WETLAND IMPACTS MAY BE SUBJECT TO ADDITIONAL PERMITTING AND FEES.
 - FLOOD ZONE:**
THE PROPERTY IS NOT LOCATED IN A FLOOD ZONE PER FEMA MAP 2300420015 B DATE JAN 3RD 1986.

- NOTES CONT:**
- WATER:**
ALL LOTS TO BE SERVED BY PUBLIC WATER.
 - TEST PITS:**
TEST PIT LOCATIONS BY MARK CENCI, GEOLOGIC, INC.
 - MDEP PERMIT:**
SUBDIVISION IS SUBJECT TO A MDEP STORMWATER MANAGEMENT LAW PERMIT.
 - ROAD STANDARDS:**
THE PROPOSED SUBDIVISION ROAD HAS NOT BEEN DESIGNED TO PUBLIC ROAD STANDARDS AND WILL NOT BE OFFERED FOR ACCEPTANCE AS A PUBLIC WAY. THE ROADWAY WILL BE MAINTAINED AS PART OF A HOMEOWNER'S ASSOCIATION AGREEMENT.
 - CPZ STANDARDS:**
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 - SEWER:**
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4. 08-24-15	REVISED PER STAFF REVIEW COMMENTS	JJM
3. 07-14-15	SUBMITTED FOR FINAL SUBDIVISION REVIEW	JJM
2. 05-16-15	REVISED ROAD LAYOUT, ADDED LOT 12	KPC
1. 04-07-15	SUBMITTED FOR STAFF REVIEW	KPC

TITLE: OVERALL SUBDIVISION PLAN

PROJECT: MEADOW ROSE FARM SUBDIVISION
CHURCH ROAD, BRUNSWICK, MAINE

PREPARED FOR: TWO CLARKS, LLC
240 MAINE STREET, BRUNSWICK, MAINE

SITELINES, PA
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
8 CUMBERLAND STREET, BRUNSWICK, ME 04011
207.725.1200 www.sitelinespa.com

FIELD WK: KPC SCALE: 1"=200' SHEET:
DRN BY: JJM JOB #: 2215
CHD BY: CYN MAP/LOT: 17/126
DATE: 07/2015 FILE: 2215-SITE-SUB-CARLSON

C2

APPROVAL
TOWN OF BRUNSWICK PLANNING BOARD

DATE: _____

CHAIRMAN: _____

CUMBERLAND COUNTY REGISTRY OF DEEDS:

RECEIVED _____

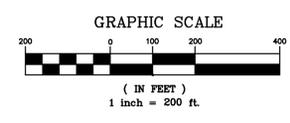
AT _____ HRS _____ MIN _____ M, AND

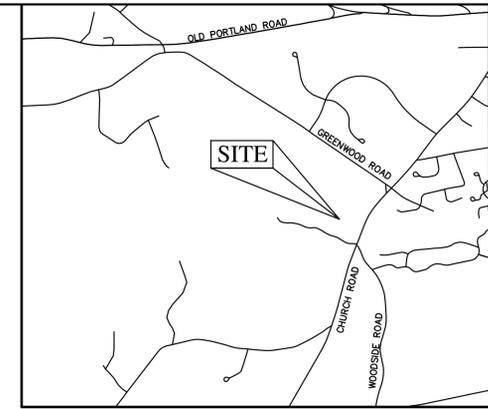
FILED IN PLAN BOOK _____ PAGE _____

ATTESTED: _____, REGISTER

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1-888-344-7233
STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES





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NOT TO SCALE

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 - FLOOD ZONE:**
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- 08-24-15 REVISED PER STAFF REVIEW COMMENTS JUM
 - 07-14-15 SUBMITTED FOR FINAL SUBDIVISION REVIEW JUM
 - 05-16-15 REVISED ROAD LAYOUT, ADDED LOT 12 KPC
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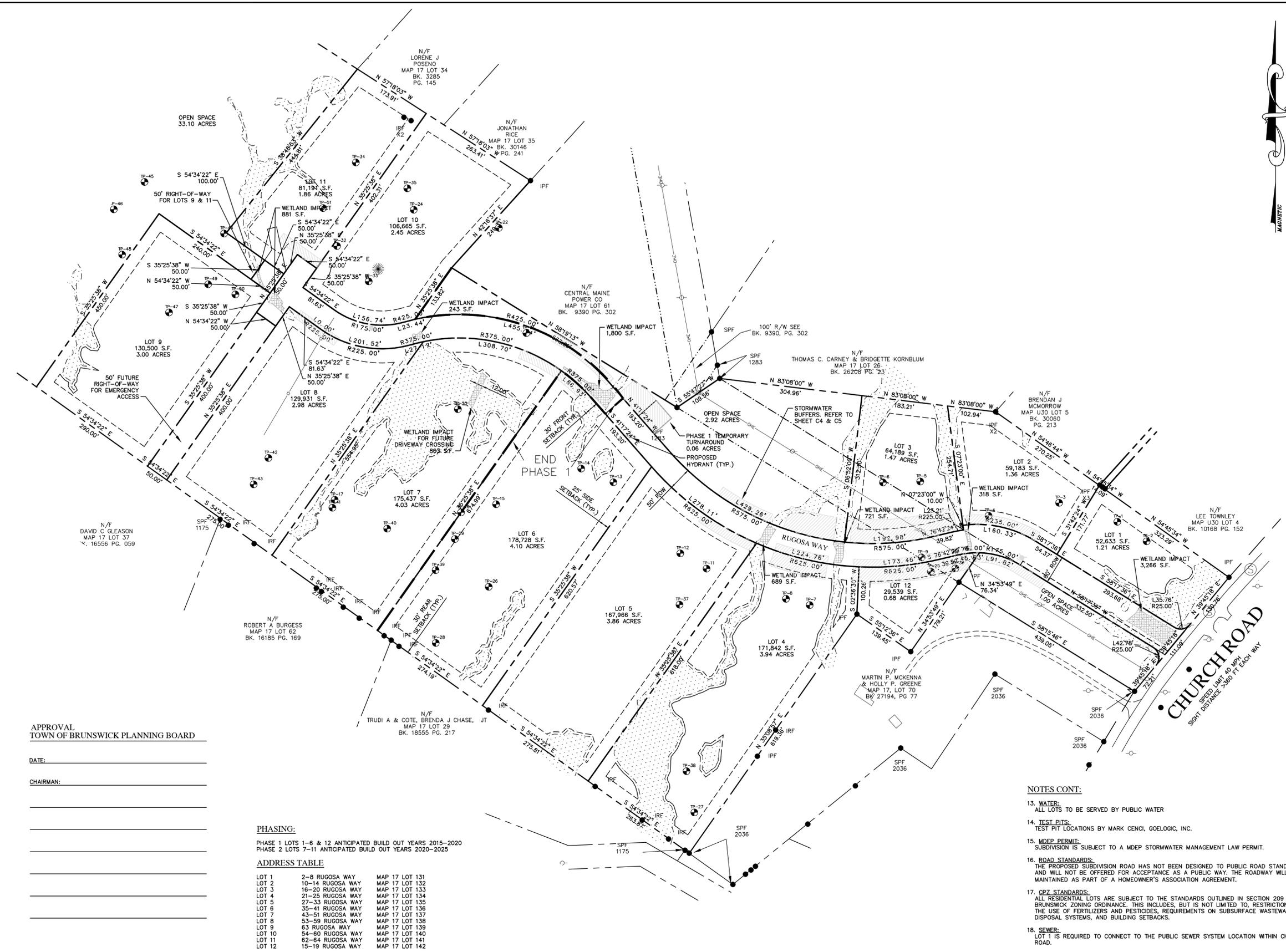
**SUBDIVISION PLAN
LOT BOUNDARY DETAILS**

PROJECT:
**MEADOW ROSE FARM SUBDIVISION
CHURCH ROAD, BRUNSWICK, MAINE**

PREPARED FOR:
**TWO CLARKS, LLC
240 MAINE STREET, BRUNSWICK, MAINE**

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FIELD WK: KPC	SCALE: 1"=100'	SHEET:
DRN BY: JJM	JOB #: 2215	C3
CHD BY: CYN	MAP/LOT: 17/126	
DATE: 07/2015	FILE: 2215-SITE-SUB-CARLSON	



- NOTES CONT:**
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 - TEST PITS:**
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APPROVAL
TOWN OF BRUNSWICK PLANNING BOARD

DATE: _____

CHAIRMAN: _____

PHASING:

PHASE 1 LOTS 1-6 & 12 ANTICIPATED BUILD OUT YEARS 2015-2020
PHASE 2 LOTS 7-11 ANTICIPATED BUILD OUT YEARS 2020-2025

ADDRESS TABLE

LOT 1	2-8 RUGOSA WAY	MAP 17 LOT 131
LOT 2	10-14 RUGOSA WAY	MAP 17 LOT 132
LOT 3	16-20 RUGOSA WAY	MAP 17 LOT 133
LOT 4	21-25 RUGOSA WAY	MAP 17 LOT 134
LOT 5	27-33 RUGOSA WAY	MAP 17 LOT 135
LOT 6	35-41 RUGOSA WAY	MAP 17 LOT 136
LOT 7	43-51 RUGOSA WAY	MAP 17 LOT 137
LOT 8	53-59 RUGOSA WAY	MAP 17 LOT 138
LOT 9	63 RUGOSA WAY	MAP 17 LOT 139
LOT 10	54-60 RUGOSA WAY	MAP 17 LOT 140
LOT 11	62-64 RUGOSA WAY	MAP 17 LOT 141
LOT 12	15-19 RUGOSA WAY	MAP 17 LOT 142

CUMBERLAND COUNTY REGISTRY OF DEEDS:

RECEIVED: _____

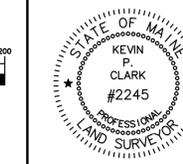
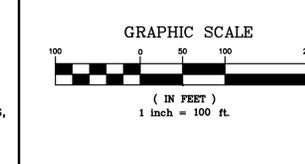
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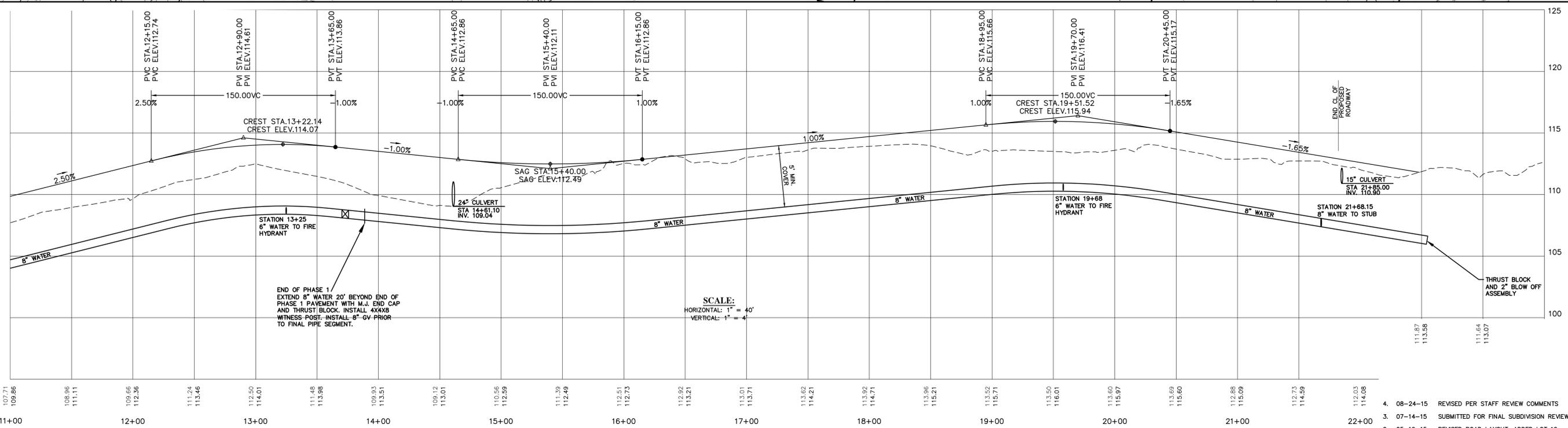
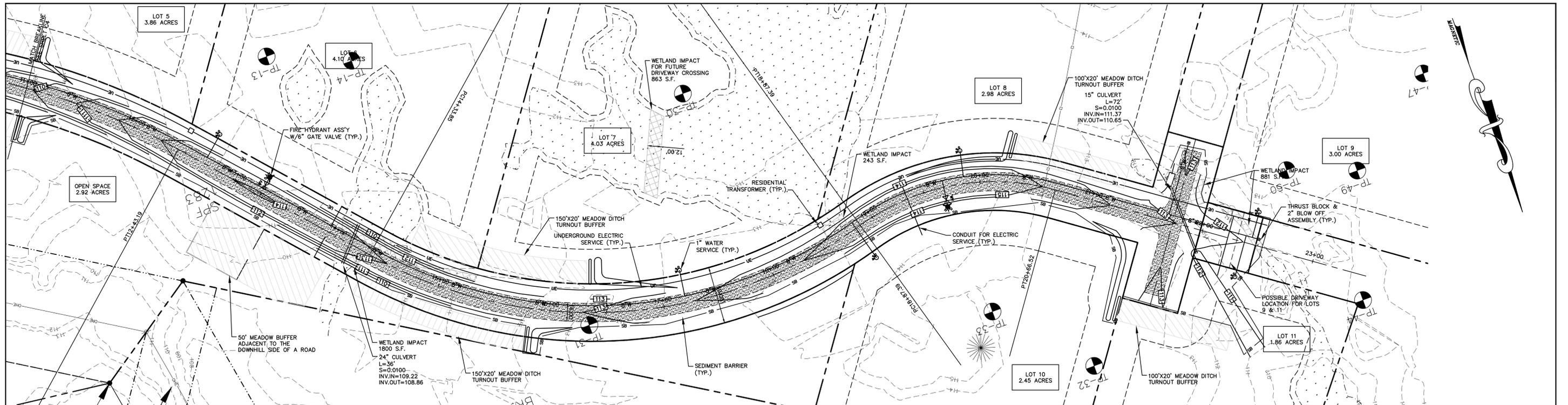
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STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES

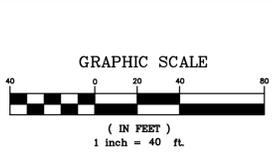




- NOTES:**
1. THE CONTRACTOR SHALL CONTACT DIGSAFE (888-344-7233) PRIOR TO COMMENCING EXCAVATION.
 2. THE CONTRACTOR SHALL CONFIRM HORIZONTAL AND VERTICAL CONTROL BEFORE BEGINNING WORK.
 3. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 4. RESIDENTIAL LOTS ARE PERMITTED ONE 15-FOOT WIDE CROSSING THROUGH THE PROPOSED MEADOW BUFFERS FOR DRIVEWAY ACCESS.

4. 08-24-15 REVISED PER STAFF REVIEW COMMENTS JUM
3. 07-14-15 SUBMITTED FOR FINAL SUBDIVISION REVIEW JUM
2. 05-16-15 REVISED ROAD LAYOUT, ADDED LOT 12 KPC
1. 04-07-15 SUBMITTED FOR STAFF REVIEW KPC

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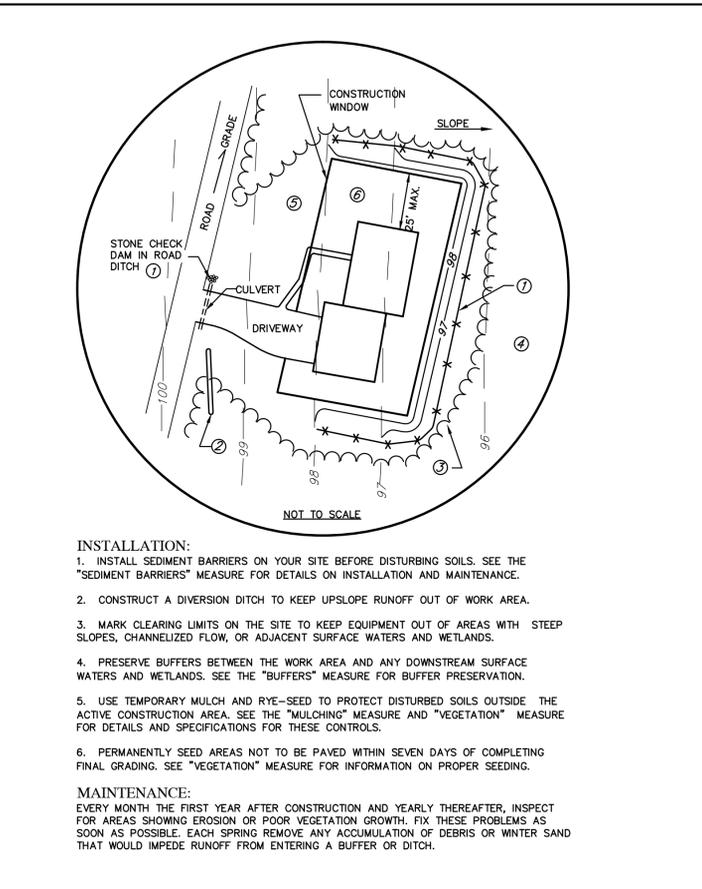
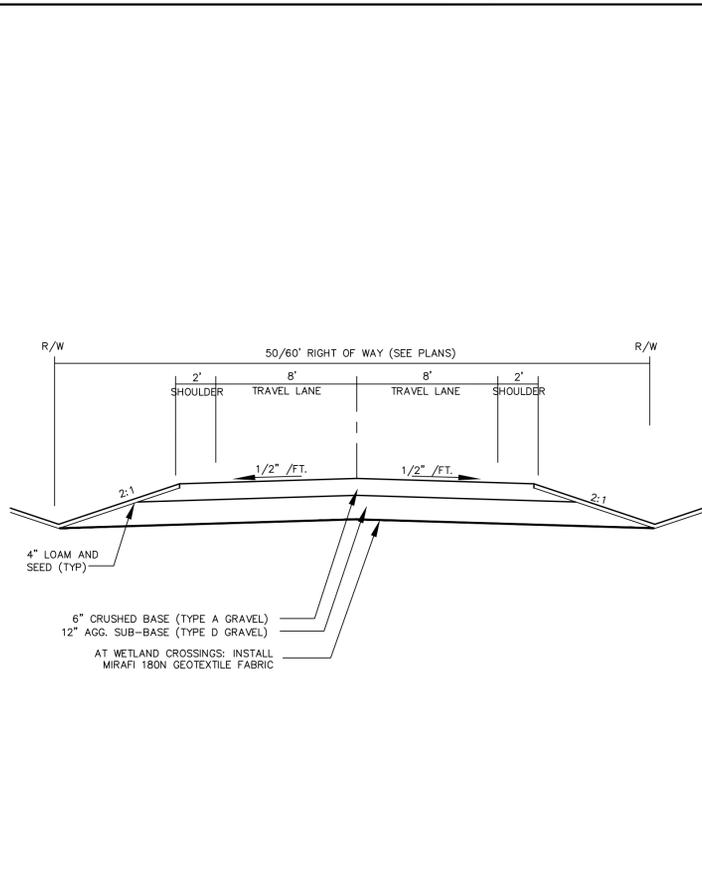
TITLE: PLAN AND PROFILE
STATION 11+00 TO 22+00

PROJECT: MEADOW ROSE FARM SUBDIVISION
 CHURCH ROAD, BRUNSWICK, MAINE

PREPARED FOR: TWO CLARKS, LLC
 240 MAINE STREET, BRUNSWICK, MAINE

SITELINES, PA
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 LANDSCAPE ARCHITECTS
 8 CUMBERLAND STREET, BRUNSWICK, ME 04011
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FIELD WK: KPC	SCALE: 1"=40'	SHEET:
DRN BY: JIM	JOB #: 2215	C5
CHD BY: CYN	MAP/LOT: 17/126	
DATE: 07/2015	FILE: 2215-SITE-SUB-CARLSON	

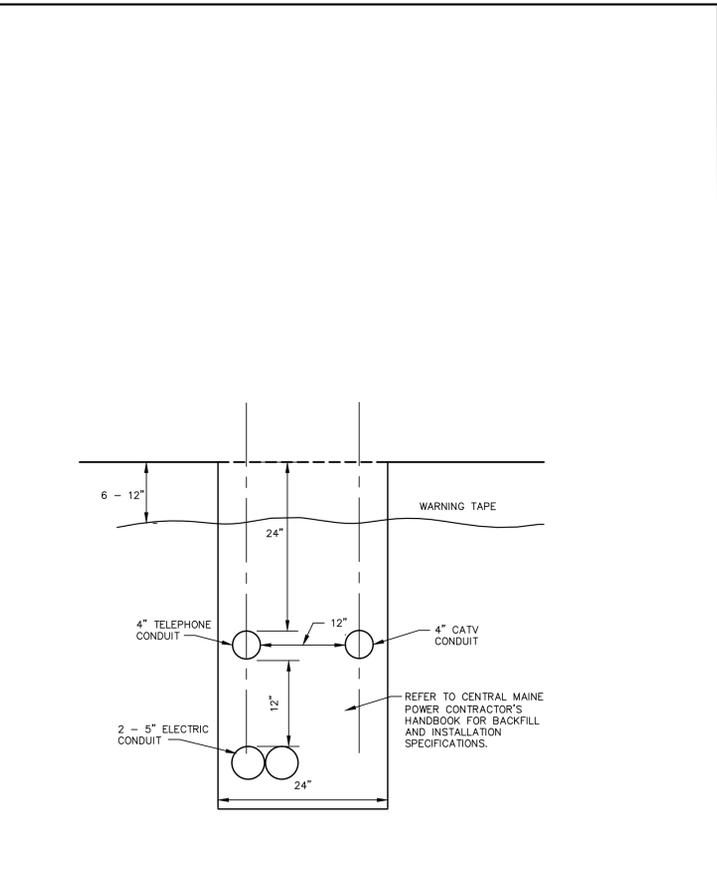
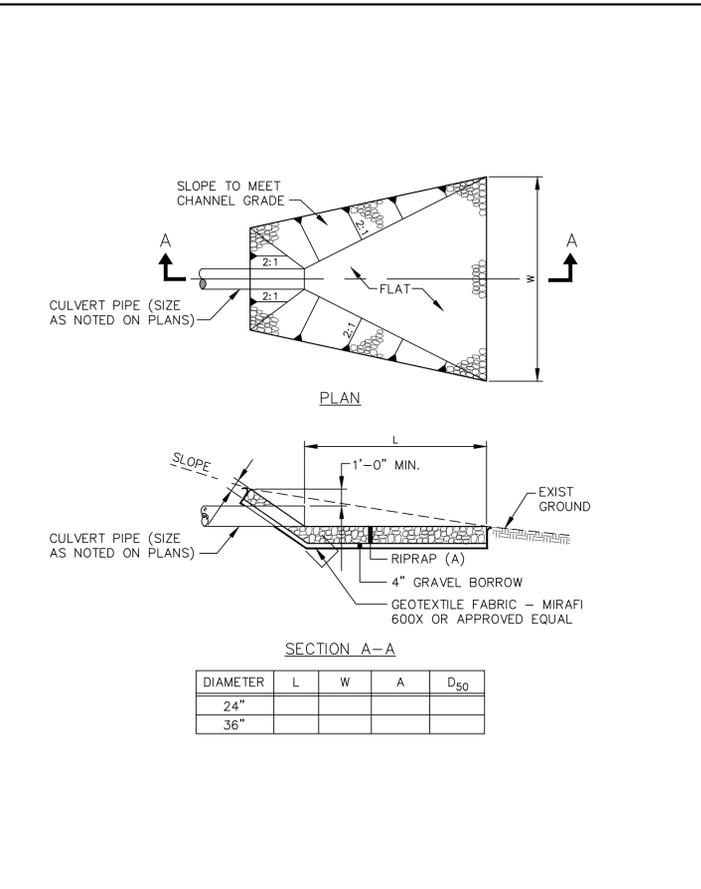


INSTALLATION:

1. INSTALL SEDIMENT BARRIERS ON YOUR SITE BEFORE DISTURBING SOILS. SEE THE "SEDIMENT BARRIERS" MEASURE FOR DETAILS ON INSTALLATION AND MAINTENANCE.
2. CONSTRUCT A DIVERSION DITCH TO KEEP UPSLOPE RUNOFF OUT OF WORK AREA.
3. MARK CLEARING LIMITS ON THE SITE TO KEEP EQUIPMENT OUT OF AREAS WITH STEEP SLOPES, CHANNELIZED FLOW, OR ADJACENT SURFACE WATERS AND WETLANDS.
4. PRESERVE BUFFERS BETWEEN THE WORK AREA AND ANY DOWNSTREAM SURFACE WATERS AND WETLANDS. SEE THE "BUFFERS" MEASURE FOR BUFFER PRESERVATION.
5. USE TEMPORARY MULCH AND RYE-SEED TO PROTECT DISTURBED SOILS OUTSIDE THE ACTIVE CONSTRUCTION AREA. SEE THE "MULCHING" MEASURE AND "VEGETATION" MEASURE FOR DETAILS AND SPECIFICATIONS FOR THESE CONTROLS.
6. PERMANENTLY SEED AREAS NOT TO BE PAVED WITHIN SEVEN DAYS OF COMPLETING FINAL GRADING. SEE "VEGETATION" MEASURE FOR INFORMATION ON PROPER SEEDING.

MAINTENANCE:

EVERY MONTH THE FIRST YEAR AFTER CONSTRUCTION AND YEARLY THEREAFTER, INSPECT FOR AREAS SHOWING EROSION OR POOR VEGETATION GROWTH. FIX THESE PROBLEMS AS SOON AS POSSIBLE. EACH SPRING REMOVE ANY ACCUMULATION OF DEBRIS OR WINTER SAND THAT WOULD IMPEDE RUNOFF FROM ENTERING A BUFFER OR DITCH.

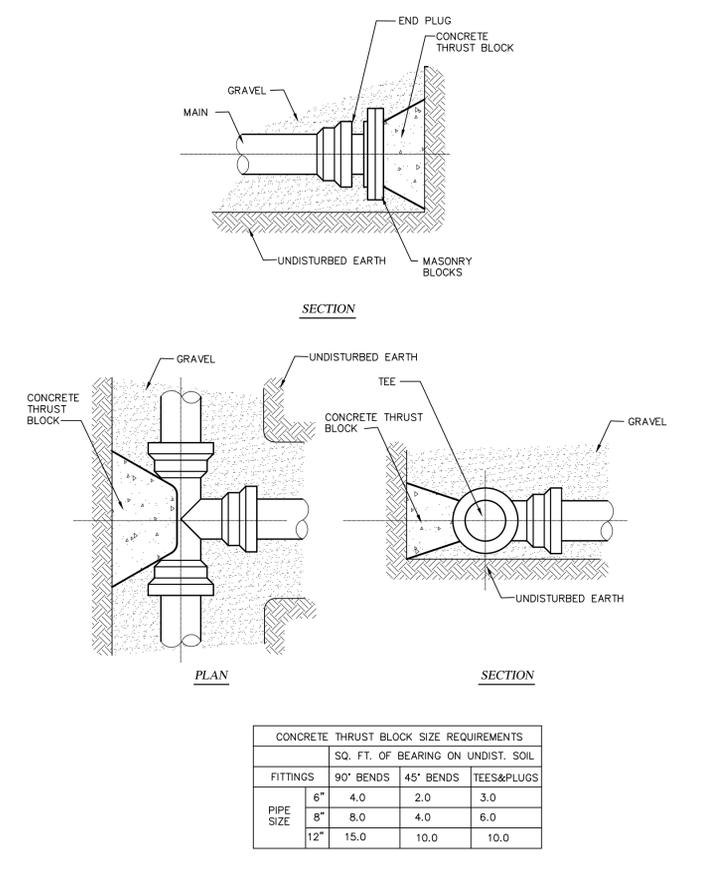
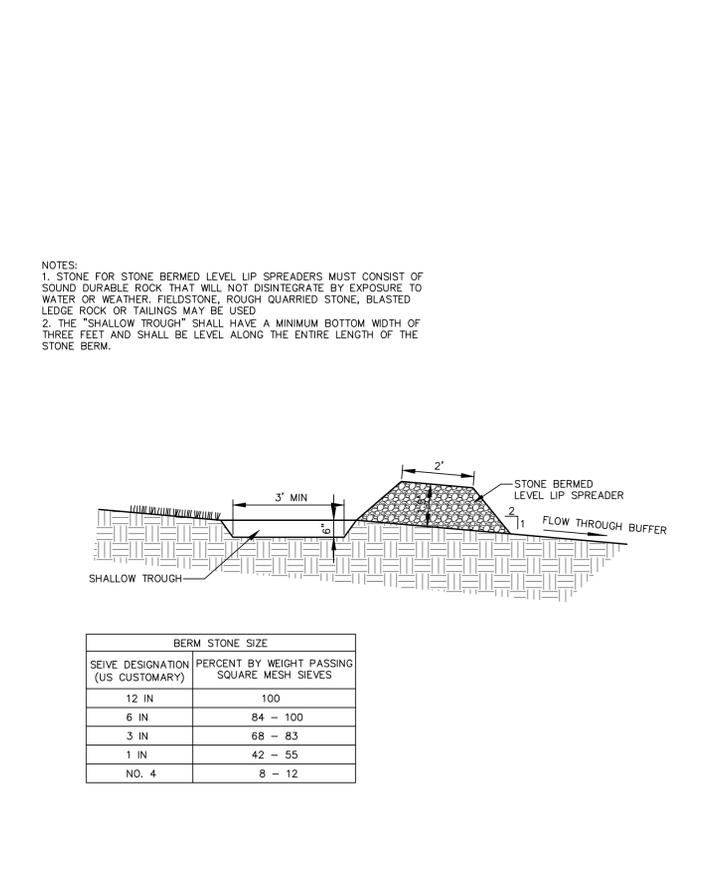


A TYPICAL ROAD SECTION
N.T.S.

B HOUSE SITE - BEST MANAGEMENT PRACTICES
N.T.S.

C RIPRAP INLET/OUTLET PROTECTION
N.T.S.

D UTILITY TRENCH
N.T.S.



G

4. 08-24-15 REVISED PER STAFF REVIEW COMMENTS JUM

3. 07-14-15 SUBMITTED FOR FINAL SUBDIVISION REVIEW JUM

2. 05-16-15 REVISED ROAD LAYOUT, ADDED LOT 12 KPC

1. 04-07-15 SUBMITTED FOR STAFF REVIEW KPC

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TITLE: SITE DEVELOPMENT DETAILS

PROJECT: MEADOW ROSE FARM SUBDIVISION
CHURCH ROAD, BRUNSWICK, MAINE

PREPARED FOR: TWO CLARKS, LLC
240 MAINE STREET, BRUNSWICK, MAINE

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8 CUMBERLAND STREET, BRUNSWICK, ME 04011
207.725.1200 www.sitelinespa.com

FIELD WK: KPC SCALE: N/A SHEET:

DRN BY: JJM JOB #: 2215

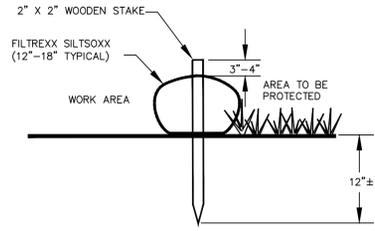
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DATE: 07/2015 FILE: 2215-COVER-DETAILS

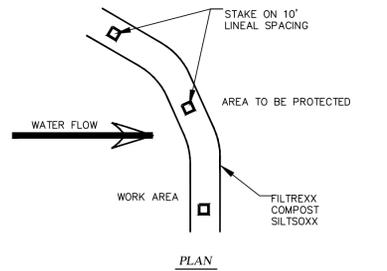
C6

E LEVEL LIP SPREADER
N.T.S.

F THRUST BLOCK
N.T.S.



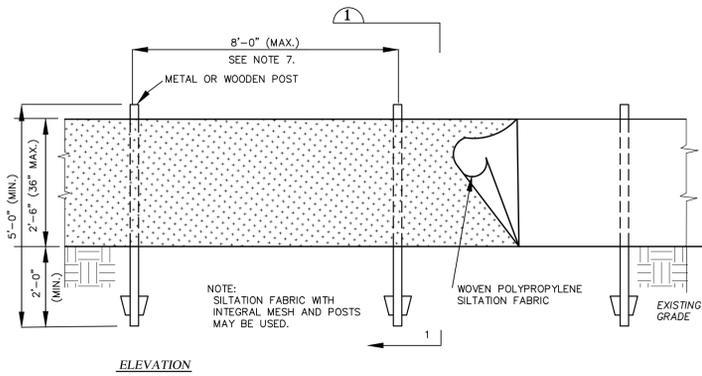
SECTION



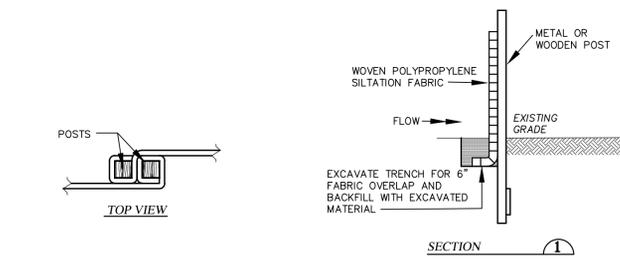
PLAN

- NOTES:
1. ALL MATERIALS TO MEET FILTREXX SPECIFICATIONS
 2. SILT/ROCK/SEED FILL TO MEET APPLICATION REQUIREMENTS
 3. SILT/ROCK/SEED FILL FOR MINIMUM SLOPES. GREATER SLOPES MAY REQUIRE LARGER SOCKS PER THE ENGINEER.
 4. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

A FILTREXX SILT/ROCK/SEED FILL "SEDIMENT BARRIER OPTION" N.T.S.



ELEVATION



SECTION

- INSTALLATION:
1. EXCAVATE A 6" X 6" TRENCH ALONG THE LINE OF PLACEMENT FOR THE FILTER BARRIER.
 2. UNROLL A SECTION AT A TIME AND POSITION THE POSTS AGAINST THE BACK (DOWNSTREAM) WALL OF THE TRENCH.
 3. DRIVE POSTS INTO THE GROUND UNTIL APPROXIMATELY 2" OF FABRIC IS LYING ON THE TRENCH BOTTOM.
 4. LAY THE TOE-IN FLAP OF FABRIC ONTO THE UNDISTURBED BOTTOM OF THE TRENCH. BACK FILL THE TRENCH AND TAMP THE SOIL.
 5. JOIN SECTION AS SHOWN IN TOP VIEW.
 6. BARRIER SHALL BE MIRAFI SILT FENCE (100X) OR APPROVED EQUIVALENT.
 7. A STONE "FILLLET" MAY BE USED FOR ANCHORING FABRIC IF IT CANNOT BE KEVED IN.

B SILT FENCE DETAIL "SEDIMENT BARRIER OPTION" N.T.S.

POST-CONSTRUCTION REVEGETATION:
THE FOLLOWING GENERAL PRACTICES WILL BE USED TO PREVENT EROSION AS SOON AS AN AREA IS READY TO UNDERGO FINAL GRADING.

1. A MINIMUM OF 6" OF LOAM WILL BE SPREAD OVER DISTURBED AREAS AND GRADED TO A UNIFORM DEPTH AND NATURAL APPEARANCE, OR STONE WILL BE PLACED ON SLOPES TO STABILIZE SURFACES.
2. IF FINAL GRADING IS REACHED DURING THE NORMAL GROWING SEASON (4/15 TO 9/15), PERMANENT SEEDING WILL BE DONE AS SPECIFIED BELOW. PRIOR TO SEEDING, LIMESTONE SHALL BE APPLIED AT A RATE OF 138 LBS/1000 SQ. FT. AND 10:20:20 FERTILIZER AT A RATE OF 18.4 LBS/1000 SQ.FT WILL BE APPLIED. BROADCAST SEEDING AT THE FOLLOWING RATES:

LAWNS SHALL BE: ALLEN, STERLING & LATHROP "TUFFTURF", 70% DIAMOND TALL FESCUE, 20% PLEASURE OLUS PERENNIAL RYEGRASS, 10% BARON KENTUCKY BLUEGRASS. SEEDING RATE SHALL BE 7-LBS./1,000 SQ. FT.

SWALES SHALL BE: WILDFLOWER MEADOW: (SEED) FESTUCA OVINA SHEEP FESCUE; SOW AT A RATE OF 12 OZ. PER 1,000 SQ.FT. TRIFOLIUM REPENS WHITE CLOVER; SOW AT A RATE OF 1/2 OZ.PER 1,000 SQ.FT. (FLOWERS) ACHILLEA MILEFOLIUM YARROW, AQUILEGIA CANADENSIS COLUMBINE, ASCLEPIAS TUBEROSE BUTTERFLY MILKWEED, ASTER NOVAE-ANGLIAE NEW-ENGLAND ASTER, BAPTISIA AUSTRALIS WILD INDIGO, BOLTONIA ASTEROIDES FALSE ASTER, CHRYSANTHEMUM LEUCANTHEMUM OXEYE DAISY, DIGITALIS PURPUREA FOXGLOVE, ECHINACEA PURPUREA PURPLE CONEFLOWER, LUPINUS PERENNIS LUPINE, MONARDA FISTULOSA BERGAMOT, PAPAVER ORIENTALE ORIENTAL POPY, RUDBECKIA HIRTA BLACK-EYED SUSAN, SALVIA OFFICINALIS SAGE; SOW AT A RATE OF 1/3 OZ. EACH PER 1,000 SQ.FT. OR 4 OZ. PER 1,000 SQ.FT. IN COMBINATION

3. AN AREA SHALL BE MULCHED IMMEDIATELY AFTER IS HAS BEEN SEEDDED. MULCHING SHALL CONSIST OF HAY MULCH, HYDRO-MULCH, JUTE NET OVER MULCH, PRE-MANUFACTURED EROSION MATS OR ANY SUITABLE SUBSTITUTE DEEMED ACCEPTABLE BY THE DESIGNER.
 - A. HAY MULCH SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. HAY MULCH SHALL BE SECURED BY EITHER: (NOTE: SOIL SHALL NOT BE VISIBLE)
 - I. BEING DRIVEN OVER BY TRACKED CONSTRUCTION EQUIPMENT ON GRADES OF 5% AND LESS.
 - II. BLANKETED BY TACKED PHOTODEGRADABLE/BIODEGRADABLE NETTING, OR WITH SPRAY, ON GRADES GREATER THAN 5%.
 - III. SEE NOTE 6, GENERAL NOTES, AND NOTE 8, WINTER CONSTRUCTION.

B. HYDRO-MULCH SHALL CONSIST OF A MIXTURE OF EITHER ASPHALT, WOOD FIBER OR PAPER FIBER AND WATER SPRAYED OVER A SEEDDED AREA. HYDRO-MULCH SHALL NOT BE USED BETWEEN 9/15 AND 4/15.

4. CONSTRUCTION SHALL BE PLANNED TO ELIMINATE THE NEED FOR SEEDING BETWEEN SEPTEMBER 15 AND APRIL 15. SHOULD SEEDING BE NECESSARY BETWEEN SEPTEMBER 15 AND APRIL 15 THE FOLLOWING PROCEDURE SHALL BE FOLLOWED. ALSO REFER TO NOTE 9 OF WINTER CONSTRUCTION.
 - A. ONLY UNFROZEN LOAM SHALL BE USED.
 - B. LOAMING, SEEDING AND MULCHING WILL NOT BE DONE OVER SNOW OR ICE COVER. IF SNOW EXISTS, IT MUST BE REMOVED PRIOR TO PLACEMENT OF SEED.
 - C. WHERE PERMANENT SEEDING IS NECESSARY, ANNUAL WINTER RYE (1.2 LBS/1000 SQ.FT.) SHALL BE ADDED TO THE PREVIOUSLY NOTED AREAS.
 - D. WHERE TEMPORARY SEEDING IS REQUIRED, ANNUAL WINTER RYE (2.6 LBS/1000 SQ. FT.) SHALL BE SOWN INSTEAD OF THE PREVIOUSLY NOTED SEEDING RATE.
 - E. FERTILIZING, SEEDING AND MULCHING SHALL BE APPLIED TO LOAM THE DAY THE LOAM IS SPREAD BY MACHINERY.
 - F. ALTERNATIVE HAY MULCH SHALL BE SECURED WITH PHOTODEGRADABLE/BIODEGRADABLE NETTING. TRACKING BY MACHINERY ALONE WILL NOT SUFFICE.

5. FOLLOWING FINAL SEEDING, THE SITE WILL BE INSPECTED EVERY 30 DAYS UNTIL 85% COVER HAS BEEN ESTABLISHED. RESEEDING WILL BE CARRIED OUT BY THE CONTRACTOR WITHIN 10 DAYS OF NOTIFICATION BY THE ENGINEER THAT THE EXISTING CATCH IS INADEQUATE.

6. BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES THE SLOPES SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1 AND IF THE EXPOSED AREA HAS BEEN LOAMED, FINAL GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. IF CONSTRUCTION CONTINUES DURING FREEZING WEATHER, ALL EXPOSED AREAS SHALL BE CONTINUOUSLY GRADED BEFORE FREEZING AND THE SURFACE TEMPORARILY PROTECTED FROM EROSION BY THE APPLICATION OF MULCH. SLOPES SHALL NOT BE LEFT UNEXPOSED OVER THE WINTER OR ANY OTHER EXTENDED TIME OF WORK SUSPENSION UNLESS TREATED IN THE ABOVE MANNER. UNTIL SUCH TIME AS WEATHER CONDITIONS ALLOW, DITCHES TO BE FINISHED WITH THE PERMANENT SURFACE TREATMENT, EROSION SHALL BE CONTROLLED BY THE INSTALLATION OF BALES OF HAY, SEDIMENT BARRIER OR STONE CHECK DAMS IN ACCORDANCE WITH THE STANDARD DETAILS SHOWN ON THE DESIGN DRAWINGS. NOTE: DORMANT SEEDING SHOULD NOT BE ATTEMPTED UNLESS SOIL TEMPERATURE REMAINS BELOW 50 DEGREES AND DAY TIME TEMPERATURES REMAIN IN THE 30'S.

7. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS, SLOPES GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8% VEGETATED DRAINAGE SWALES SHALL BE LINED WITH EXCELSIOR OR CURLEX.

8. BETWEEN THE DATES OF OCTOBER 15 TO NOVEMBER 1, WINTER RYE IS RECOMMENDED FOR STABILIZATION. AFTER NOVEMBER 1, WINTER RYE IS NOT EFFECTIVE. AROUND NOVEMBER 15 OR LATER, ONCE TEMPERATURES OF THE AIR AND SOIL PERMIT, DORMANT SEEDING IS EFFECTIVE.

9. IN THE EVENT OF SNOWFALL (FRESH OR CUMULATIVE) GREATER THAN 1 INCH DURING WINTER CONSTRUCTION PERIOD ALL SNOW SHALL BE REMOVED FROM THE AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.

MONITORING SCHEDULE:
THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING, MONITORING, MAINTAINING, REPAIRING, REPLACING AND REMOVING ALL OF THE EROSION AND SEDIMENTATION CONTROLS OR APPOINTING A QUALIFIED SUBCONTRACTOR TO DO SO. MAINTENANCE MEASURES WILL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION CYCLE. AFTER EACH RAINFALL, A VISUAL INSPECTION WILL BE MADE OF ALL EROSION AND SEDIMENTATION CONTROLS AS FOLLOWS:

1. HAY BALE BARRIERS, SEDIMENT BARRIER, AND STONE CHECK DAMS SHALL BE INSPECTED AND REPAIRED ONCE A WEEK OR IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL. SEDIMENT TRAPPED BEHIND THESE BARRIERS SHALL BE EXCAVATED WHEN IT REACHES A DEPTH OF 6" AND REDISTRIBUTED TO AREAS UNDERGOING FINAL GRADING. SHOULD THE HAY BALE BARRIERS PROVE TO BE INEFFECTIVE, THE CONTRACTOR SHALL INSTALL SEDIMENT BARRIER BEHIND THE HAY BALES.
2. VISUALLY INSPECT RIPRAP ONCE A WEEK OR AFTER EACH SIGNIFICANT RAINFALL AND REPAIR AS NEEDED. REMOVE SEDIMENT TRAPPED BEHIND THESE DEVICES ONCE IT ATTAINS A DEPTH EQUAL TO 1/2 THE HEIGHT OF THE DAM OR RISER. DISTRIBUTE REMOVED SEDIMENT OFF-SITE OR TO AN AREA UNDERGOING FINAL GRADING.
3. REVEGETATION OF DISTURBED AREAS WITHIN 25' OF DRAINAGE-COURSE/STREAM WILL BE SEEDDED WITH THE "MEADOW AREA MIX" AND INSPECTED ON A WEEKLY BASIS OR AFTER EACH SIGNIFICANT RAINFALL AND RESEEDDED AS NEEDED. EXPOSED AREAS WILL BE RESEEDDED AS NEEDED UNTIL THE AREA HAS OBTAINED 100% GROWTH RATE. PROVIDE PERMANENT RIPRAP FOR SLOPES IN EXCESS OF 3:1 AND WITHIN 25' OF DRAINAGE COURSE.

SITE INSPECTION AND MAINTENANCE:
1. WEEKLY INSPECTIONS, AS WELL AS ROUTINE INSPECTIONS FOLLOWING RAIN FALLS, SHALL BE CONDUCTED BY THE GENERAL CONTRACTOR OF ALL TEMPORARY AND PERMANENT EROSION CONTROL DEVICES UNTIL FINAL ACCEPTANCE OF THE PROJECT (85% GRASS CATCH). NECESSARY REPAIRS SHALL BE MADE TO CORRECT UNDERMINING OR DETERIORATION. FINAL ACCEPTANCE SHALL INCLUDE A SITE INSPECTION TO VERIFY THE STABILITY OF ALL DISTURBED AREAS AND SLOPES. UNTIL FINAL INSPECTION, ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL IMMEDIATELY BE CLEANED, AND REPAIRED BY THE GENERAL CONTRACTOR AS REQUIRED. DISPOSAL OF ALL TEMPORARY EROSION AND CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

IT IS RECOMMENDED THAT THE OWNER HIRE THE SERVICES OF THE DESIGN ENGINEER TO PROVIDE COMPLIANCE INSPECTIONS (DURING ACTIVE CONSTRUCTION) RELATIVE TO IMPLEMENTATION OF THE STORMWATER AND EROSION CONTROL PLANS. SUCH INSPECTIONS SHOULD BE LIMITED TO ONCE A WEEK OR AS NECESSARY AND BE REPORTABLE TO THE OWNER, TOWN AND DEP.

2. SHORT-TERM SEDIMENTATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAN OUT ALL SWALES AND STRUCTURES PRIOR TO TURNING PROJECT OVER.
3. LONG-TERM PROVISIONS FOR PERMANENT MAINTENANCE OF ALL EROSION AND SEDIMENTATION CONTROL DEVICES AFTER ACCEPTANCE OF THE PROJECT SHALL BE THE RESPONSIBILITY OF THE OWNER.

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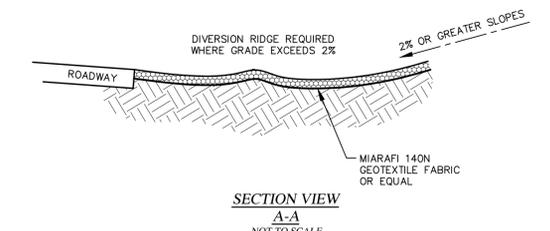
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 - C. WHERE PERMANENT SEEDING IS NECESSARY, ANNUAL WINTER RYE (1.2 LBS/1000 SQ.FT.) SHALL BE ADDED TO THE PREVIOUSLY NOTED AREAS.
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 - F. ALTERNATIVE HAY MULCH SHALL BE SECURED WITH PHOTODEGRADABLE/BIODEGRADABLE NETTING. TRACKING BY MACHINERY ALONE WILL NOT SUFFICE.

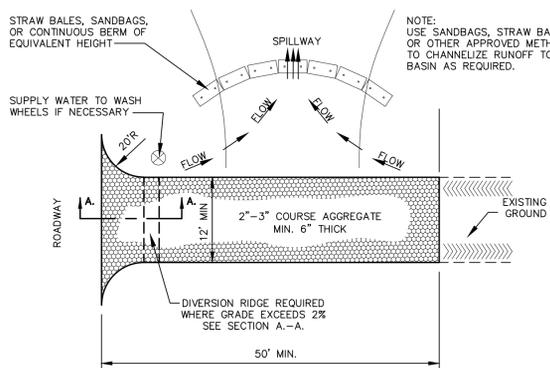
5. FOLLOWING FINAL SEEDING, THE SITE WILL BE INSPECTED EVERY 30 DAYS UNTIL 85% COVER HAS BEEN ESTABLISHED. RESEEDING WILL BE CARRIED OUT BY THE CONTRACTOR WITHIN 10 DAYS OF NOTIFICATION BY THE ENGINEER THAT THE EXISTING CATCH IS INADEQUATE.

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2. VISUALLY INSPECT RIPRAP ONCE A WEEK OR AFTER EACH SIGNIFICANT RAINFALL AND REPAIR AS NEEDED. REMOVE SEDIMENT TRAPPED BEHIND THESE DEVICES ONCE IT ATTAINS A DEPTH EQUAL TO 1/2 THE HEIGHT OF THE DAM OR RISER. DISTRIBUTE REMOVED SEDIMENT OFF-SITE OR TO AN AREA UNDERGOING FINAL GRADING.
3. REVEGETATION OF DISTURBED AREAS WITHIN 25' OF DRAINAGE-COURSE/STREAM WILL BE SEEDDED WITH THE "MEADOW AREA MIX" AND INSPECTED ON A WEEKLY BASIS OR AFTER EACH SIGNIFICANT RAINFALL AND RESEEDDED AS NEEDED. EXPOSED AREAS WILL BE RESEEDDED AS NEEDED UNTIL THE AREA HAS OBTAINED 100% GROWTH RATE. PROVIDE PERMANENT RIPRAP FOR SLOPES IN EXCESS OF 3:1 AND WITHIN 25' OF DRAINAGE COURSE.



SECTION VIEW A-A NOT TO SCALE



PLAN VIEW NOT TO SCALE

- NOTE:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR, AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAYS.
 3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR BASIN.

C STABILIZED CONSTRUCTION ENTRANCE N.T.S.

CONSTRUCTION PHASE:
THE FOLLOWING GENERAL PRACTICES WILL BE USED TO PREVENT EROSION DURING CONSTRUCTION OF THIS PROJECT.

1. ONLY THOSE AREAS UNDER ACTIVE CONSTRUCTION WILL BE CLEARED AND LEFT IN AN UNTREATED OR UNVEGETATED CONDITION. IF FINAL GRADING, LOAMING AND SEEDING WILL NOT OCCUR WITHIN 15 DAYS, SEE ITEM NO. 4.
2. PRIOR TO THE START OF CONSTRUCTION IN A SPECIFIC AREA, SEDIMENT BARRIER AND/OR HAY BALES WILL BE INSTALLED AT THE TOE OF SLOPE AND IN AREAS AS LOCATED ON THE PLANS TO PROTECT AGAINST ANY CONSTRUCTION RELATED EROSION. IMMEDIATELY FOLLOWING CONSTRUCTION OF CULVERTS AND SWALES, RIP RAP APRONS SHALL BE INSTALLED, AS SHOWN ON THE PLANS.

3. TOPSOIL WILL BE STOCKPILED WHEN NECESSARY IN AREAS WHICH HAVE MINIMUM POTENTIAL FOR EROSION AND WILL BE KEPT AS FAR AS POSSIBLE FROM THE EXISTING DRAINAGE COURSE. NO STOCKPILE SHALL BE CLOSER THEN 100' OF A RESOURCE INCLUDING, BUT NOT LIMITED TO, WETLANDS, STREAMS, AND OPEN WATER BODIES. ALL STOCKPILES SHALL HAVE A SEDIMENT BARRIER BELOW THEM REGARDLESS OF TIME OF PRESENCE. ALL STOCKPILES EXPECTED TO REMAIN LONGER THAN 15 DAYS SHALL BE:

- A. TREATED WITH ANCHORED MULCH (WITHIN 5 DAYS OF THE LAST DEPOSIT OF STOCKPILED SOIL).
- B. SEEDDED WITH CONSERVATION MIX AND MULCHED IMMEDIATELY.
- C. INSTALL SEDIMENT BARRIER AROUND STOCKPILE AT BASE OF PILE. STOCKPILES TO HAVE SEDIMENT BARRIER INSTALLED AT TIME OF ESTABLISHMENT AT BASE OF PILE.

4. ALL DISTURBED AREAS EXPECTED TO REMAIN LONGER THAN 30 DAYS SHALL BE EITHER:
 - A. TREATED WITH ANCHORED MULCH IMMEDIATELY, OR
 - B. SEEDDED WITH CONSERVATION MIX OF ANNUAL RYE GRASS (0.9 LBS/1000 SQ. FT) AND MULCHED IMMEDIATELY.
5. ALL GRADING WILL BE HELD TO A MAXIMUM 2:1 SLOPE WHERE PRACTICAL. ALL SLOPES WILL BE STABILIZED WITH PERMANENT SEEDING, OR WITH STONE, WITHIN 5 DAYS AFTER FINAL GRADING IS COMPLETE. (SEE POST-CONSTRUCTION REVEGETATION FOR SEEDING SPECIFICATION.)

6. ALL CULVERTS WILL BE PROTECTED WITH STONE RIPRAP (D50 = 6" UNLESS OTHERWISE SPECIFIED) AT INLETS AND OUTLETS.

EROSION CONTROL DURING WINTER CONSTRUCTION:

1. WINTER CONSTRUCTION PERIOD: NOVEMBER 1 THROUGH APRIL 15.
2. WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME.
3. EXPOSED AREA SHALL BE LIMITED TO THOSE AREAS TO BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT. AT THE END OF EACH WORK WEEK NO AREAS MAY BE LEFT UNSTABILIZED OVER THE WEEKEND.
4. CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED, SUCH THAT NO LARGER AREA OF THE SITE IS WITHOUT EROSION CONTROL PROTECTION AS LISTED IN ITEM 2 ABOVE.

5. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH STRAW OR HAY AT A RATE OF 150 LB. PER 1000 S.F. (WITH OR WITHOUT SEEDING) OR DORMANT SEEDDED, MULCHED AND ANCHORED SUCH THAT SOIL SURFACE IS NOT VISIBLE THROUGH THE MULCH. NOTE: AN AREA IS ALSO CONSIDERED STABLE IF SOODED, COVERED WITH GRAVEL (PARKING LOTS) OR STRUCTURAL SAND.

6. BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES THE SLOPES SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1 AND IF THE EXPOSED AREA HAS BEEN LOAMED, FINAL GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. IF CONSTRUCTION CONTINUES DURING FREEZING WEATHER, ALL EXPOSED AREAS SHALL BE CONTINUOUSLY GRADED BEFORE FREEZING AND THE SURFACE TEMPORARILY PROTECTED FROM EROSION BY THE APPLICATION OF MULCH. SLOPES SHALL NOT BE LEFT UNEXPOSED OVER THE WINTER OR ANY OTHER EXTENDED TIME OF WORK SUSPENSION UNLESS TREATED IN THE ABOVE MANNER. UNTIL SUCH TIME AS WEATHER CONDITIONS ALLOW, DITCHES TO BE FINISHED WITH THE PERMANENT SURFACE TREATMENT, EROSION SHALL BE CONTROLLED BY THE INSTALLATION OF BALES OF HAY, SEDIMENT BARRIER OR STONE CHECK DAMS IN ACCORDANCE WITH THE STANDARD DETAILS SHOWN ON THE DESIGN DRAWINGS. NOTE: DORMANT SEEDING SHOULD NOT BE ATTEMPTED UNLESS SOIL TEMPERATURE REMAINS BELOW 50 DEGREES AND DAY TIME TEMPERATURES REMAIN IN THE 30'S.

7. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS, SLOPES GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8% VEGETATED DRAINAGE SWALES SHALL BE LINED WITH EXCELSIOR OR CURLEX.

8. BETWEEN THE DATES OF OCTOBER 15 TO NOVEMBER 1, WINTER RYE IS RECOMMENDED FOR STABILIZATION. AFTER NOVEMBER 1, WINTER RYE IS NOT EFFECTIVE. AROUND NOVEMBER 15 OR LATER, ONCE TEMPERATURES OF THE AIR AND SOIL PERMIT, DORMANT SEEDING IS EFFECTIVE.

9. IN THE EVENT OF SNOWFALL (FRESH OR CUMULATIVE) GREATER THAN 1 INCH DURING WINTER CONSTRUCTION PERIOD ALL SNOW SHALL BE REMOVED FROM THE AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.

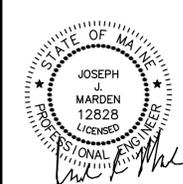
4.	08-24-15	REVISED PER STAFF REVIEW COMMENTS	JUM
3.	07-14-15	SUBMITTED FOR FINAL SUBDIVISION REVIEW	JUM
2.	05-16-15	REVISED ROAD LAYOUT, ADDED LOT 12	KPC
1.	04-07-15	SUBMITTED FOR STAFF REVIEW	KPC

PROGRESS PRINT
THIS PLAN IS ISSUED FOR REVIEW AND INFORMATION PURPOSES ONLY. THIS PLAN IS SUBJECT TO CHANGE AND IS NOT FOR PRICING OR CONSTRUCTION. PRICING BASED ON THIS PLAN IS NOT BINDING UNLESS SIGNED BY BOTH CONTRACTOR AND OWNER.

TITLE: **EROSION CONTROL DETAILS & NOTES**

PROJECT: **MEADOW ROSE FARM SUBDIVISION
CHURCH ROAD, BRUNSWICK, MAINE**

PREPARED FOR: **TWO CLARKS, LLC
240 MAINE STREET, BRUNSWICK, MAINE**



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207.725.1200 www.sitelinespa.com

FIELD WK: KPC	SCALE: N/A	SHEET:
DRN BY: JIM	JOB #: 2215	C7
CHD BY: CYN	MAP/LOT: 17/126	
DATE: 07/2015	FILE: 2215-COVER-DETAILS	

Stormwater Management Plan
Meadow Rose Farm Subdivision
Church Road, Brunswick, Maine

Introduction

Two Clarks, LLC (herein referred to as Applicant) is proposing a subdivision consisting of twelve (12) residential lots and an approximately 2,200-foot long private drive that terminates in a hammerhead turnaround. The proposed development will result in approximately 36,339 sq. ft. (0.83 acres) of impervious area. The increased runoff from the site will be directed to either meadow buffers adjacent to the downhill side of a road or meadow ditch turn out buffers for water quality treatment.

The project is located in the “Unnamed tributary to Androscoggin” watershed, which is not identified as an urban impaired stream (UIS) by the Maine Department of Environmental Protection (DEP). Since the project results in more than 20,000 s.f. of new impervious area, it is required to conform to Basic and General Standards in accordance with Chapter 500 of the DEP rules. A Stormwater Management Law permit will be required for the development.

As indicated in Section 209.3.2 of the Brunswick Zoning Ordinance, as the project is located within the Coastal Protection Zone, the project shall meet the design criteria for both flood control and nonpoint source pollution reduction. As such, the project has been designed to show that any increases in the peak runoff rate do not result in any adverse impacts to any existing drainage systems or cause flooding to adjacent properties.

Study Methodology

Topographical data was obtained from LIDAR data from the Maine Office of GIS Data Catalog supplemented with on-the-ground survey by Sitalines, PA along the road right-of-way. Hydrologic boundaries were generated using the topographic mapping and the drainage patterns were verified by a site reconnaissance visit.

The following assumptions were applied to the analysis; existing land cover was typically assumed to be Forest: Light undergrowth or Woodland for time-of-concentration calculations in wooded areas; the curve number for the existing and proposed residential lots were assumed as 12% impervious cover, 20% grass cover, and the remainder as wooded; and the minimum time of concentration used for runoff calculations is five (5) minutes.

Surficial soils located in the vicinity of the site were obtained from the United States Department of Agriculture Natural Resources Conservation Service Soil Survey Geographic (SSURGO) Database (see Attachments). The Applicant’s parcel includes the soil classifications listed below. Soils units found in the development area are primarily Deerfield, Walpole and Windsor, which are hydrologic soils group type A (HSG A) soils.

SOILS TYPES IN LOCAL STUDY AREA

Soils Series	Symbol(s)	Hydrologic Group (HSG) **
Au Gres	Au	A
Belgrade	BgB	C
Biddeford	Bo	D
Buxton	BuB	C
Deerfield	DeB	A
Hollis	HrB	D
	HrC	D
Scantic	Sn	D
Suffield	SuD2	C
Walpole	Wa	C
Windsor	WmB	A
	WmD	A

**Hydrologic Soils Group taken from SCS TR-55 Manual

Basic Standards

Erosion control BMPs are shown on the project drawings, and notes and details on implementing them are included on separate drawing in the set. The Contractor will be responsible for maintaining the BMPs throughout construction. After the site is stabilized and accepted by the owner, the owner will be responsible for maintaining the permanent BMPs.

Disturbed area will be minimized by clearing only the amount of land required for the construction of the current phase.

Major site work activities and their sequence follow:

1. Install stabilized construction entrance.
2. Cut and remove trees around area of work, as necessary, leaving the duff layer in place.
3. Set sediment barrier and erosion control measures around the perimeter of the limits of work. Stumps shall be ground onsite and used for sediment barrier and/or mulch.
4. Clear and grub work site as needed to execute plans using caution not to over expose the site. Topsoil salvaged shall be stockpiled and protected against erosion.
5. Install storm drainage and infrastructure, including access.
6. Construct roadway.
7. Loam, seed, and mulch disturbed areas.
8. Monitor site for signs of erosion monthly and after major storm events.
9. Removal of temporary erosion control measures. Ninety (90) days post construction or upon satisfactory establishment of vegetation has been obtained.
10. Inspect site semi-annually for any sign of erosion or area requiring additional seeding.

The contractor shall monitor the disturbed area for signs of erosion or sediment transport off-site and take corrective action immediately. Inspections shall be logged using the form supplied in the stormwater facilities maintenance plan and kept on file. Completed logs shall be maintained by the Applicant after construction.

Flooding

The project area is located in Zone C (Areas of minimal flooding) of the Flood Insurance Rate Maps (FIRMs) for Cumberland County, Maine. The project area is located on Panel 15 of 35 (Community

Panel 2300420015B, Effective January 3, 1986). An excerpt of the applicable FIRM is included as an Attachment to this section. There is no impact from flooding anticipated for this project.

Off-Site Watersheds

As shown on the enclosed watershed maps, a small amount of area drains through the project site. An area southwest of the Site, adjacent to Church Road, drains overland through the site.

The site is bordered to the east by Church Road and on the North by Greenwood Road, both of which establish a hydrologic boundary. There is a ridgeline that traverse the property with a portion of the site draining northeasterly towards a culvert underneath Greenwood Road. The remainder of the project site drains southerly towards streams that eventually discharge to the Bunganuc Stream.

On-Site Subcatchments

Pre-Development Conditions

The site is currently undeveloped and was previously used for agriculture and timber harvesting. The woodland has regrown significantly since the last timber harvesting such that, for the development HydroCAD model, a curve number for woodland was used. The off-site watersheds that impact the parcel are primarily rural residential lots with a mixture of woods, lawn, and impervious areas. A summary of the subcatchments is provided below:

Subcatchment 1 represents approximately 50.72 acres comprised of woodland, residential lots, and a portion of Church Road. Stormwater runoff is conveyed southeasterly to streams that eventually discharge to Bunganuc Stream.

Subcatchment 2 represents approximately 48.46 acres comprised of primarily woodland, residential lots, and a portion of Church Road and Greenwood Road. Stormwater runoff is conveyed northerly a 24-inch culvert directed underneath Greenwood Road. On both sides of Greenwood Road are two natural bodies of water that controls stormwater runoff.

Post-Development Conditions

Under post-development conditions, a subdivision roadway will be constructed throughout the parcel to provide access to twelve (12) residential lots. The proposed development will consist of constructing approximately 2,200 linear feet of new roadway, resulting in approximately 36,339 s.f. (0.83 acres) of new impervious area, not including individual development of the residential parcels.

Stormwater runoff from the new impervious area will be directed to either; a meadow buffer adjacent to the downhill side of the road or a ditch turnout buffer. A summary of the subcatchments is provided below:

Subcatchment 10 represents approximately 50.78 acres comprised of a portion Phase 2 development, including roadway and residential lots, and undeveloped woodland. Stormwater runoff will be conveyed overland to existing natural drainage channels and streams.

Subcatchment 11 represents approximately 48.40 acres comprised of a portion of Phase 1 and Phase 2 development, including roadway and residential lots. Stormwater runoff will be conveyed from the new roadway to existing drainage channels northerly to the 24-

inch culvert directed underneath Greenwood Road. On both sides of Greenwood Road are two natural bodies of water that controls stormwater runoff.

Results

A comparison of pre- and post-development peak stormwater runoff rates at the Points of Interest is presented in the following table. Peak runoff rates were estimated for the 2, 10, and 25-year, 24-hour storm events. Point of Interest 1 is not one particular area but generally, the southwesterly property line of the parcel; Point of Interest 2 is located at the 24-inch culvert outlet on the northerly side of Greenwood Road.

Design Storm	Point of Interest 1 (cfs)			Point of Interest 2 (cfs)		
	Pre	Post	Change	Pre	Post	Change
2-Year	6.66	8.56	+1.90	0.55	0.84	+0.29
10-Year	28.29	32.13	+3.84	6.07	7.49	+1.42
25-Year	41.27	45.80	+4.53	10.93	12.63	+1.70

As shown in the above table, the peak runoff rates are increased for all storm events for both points of interest. This is anticipated as development of the parcel has resulted in an increase in the overall curve number and there is no stormwater storage proposed for the development. Due to a number of reasons, it is not anticipated that the anticipated increases in the peak runoff rate will have an adverse impact to the subcatchments and a summary of each point of interest is below:

Point of Interest 1

As mentioned previously, Point of Interest 1 is generally along the southwesterly property line of the parcel. There are multiple natural drainage channels that direct stormwater runoff southerly from the parcel. The drainage channel adjacent to the development will be the most impacted channel as the majority of the increased stormwater runoff will be directed to this channel. The drainage channel continues overland unimpeded to Bunganuc Stream. The estimated increase in peak runoff rates will not have an adverse impact to the existing drainage channel as the existing channel is a stabilized, wooded, and generally flat sloped channel. The extended flow path from the parcel limits to Bunganuc Stream will further mitigate the anticipated increases in the peak runoff rate. It should be noted that a large portion of the proposed residential lots that are included in this subcatchment are the rear of the proposed lots, and are least likely to contain buildings or lawn and are anticipated to remain woodland. Unfortunately, due to modeling assumptions, this is not be reflected in the typical curve numbers used in HydroCAD for typical residential lots, and the HydroCAD analysis can be assumed to be conservative.

Point of Interest 2

As shown in the HydroCAD model, the existing water body located on the Southerly side of Greenwood Road significantly decreases the peak runoff rates from the upgradient areas for both the pre- and post-development models. For the 25-year storm in the post-development model, the peak runoff rate is decreased from 35.33 to 12.63. On the Northerly side of Greenwood Road, there are two additional ponds that will further mitigate any increases to the peak runoff rate. Sitelines evaluated the potential of flooding over Greenwood Road. Per the HydroCAD model, the anticipated increase in the pond elevation due to the increased stormwater runoff is as follows:

	Existing Pond Water Surface Elevation (ft)		
Design Storm	Pre-Development	Post-Development	Difference (ft)
2-Year	95.71	95.78	0.07
10-Year	96.48	96.62	0.14
25-Year	96.95	97.12	0.17

As shown in the table, during the 25-year storm that anticipated increased in pond elevation due to the additional stormwater runoff is 0.17 feet (2 inches). The peak elevation is 97.12 and the existing elevation at Greenwood Road is approximately 100.00. No roadway flooding impacts are anticipated as part of the proposed development.

General Standard

The proposed project will result in approximately 36,339 sq. ft. (0.83 acres) of impervious area. Runoff from the impervious areas will be conveyed via surface flow to either meadows buffer adjacent to the downhill side of a road or meadow ditch turn out buffers. A plan, detailing which areas are treated or untreated, has been included as Attachment C.

Water Quality

The project is eligible for an exception from the general standards. The proposed roadway can be considered a linear portion of the project, and thus is required to provide stormwater treatment for 75% of the impervious area and 50% of the developed area associated with the road.

The proposed access drive will create approximately 36,339 sq. ft. (0.83 acres) of impervious area. The breakdown of the treated area is as follows:

- 20,922 s.f. (0.48 acres) will be directed to a meadow ditch turn out buffer;
- 6,473 s.f. (0.15 acres) will be directed to a meadow buffer adjacent to the downhill side of a road.

The remaining impervious area will be untreated. In total, approximately 27,395 s.f. (0.63 acres), or 75% of the road, will be treated, and 8,944 s.f. (0.21 acres), or 25% of the road, will be untreated.

Buffers

Two types of buffers were selected for treatment of impervious and developed areas; (1) a meadow buffer adjacent to the downhill side of a road; and (2) a meadow ditch turn out buffer. The buffers, and their sizing requirements, are discussed in further detail below.

Meadow Buffer Adjacent to the Downhill Side of a Road

A meadow buffer adjacent to the downhill side of a road is proposed to treat a portion of the proposed access drive. Per **Section 5.0 – Vegetated Buffers** of the BMP Technical Design Manual, for one-travel lane draining to the meadow buffer, a 50-foot strip was provided. It should be noted that the proposed access road will be a low volume road that shouldn't unduly stress the roadside vegetation. A sample Deed Restriction for the meadow buffer has been included as Attachment A.

Meadow Ditch Turn Out Buffer

As shown on the plans, multiple ditch turn out buffers have been provided along the proposed roadway. Per **Section 5.0 – Vegetated Buffers** of the BMP Technical Design Manual, the length of the buffers depend on the amount of road being directed to the buffer. Per the design manual, as the majority of the soils are classified as Soil Group C (Sandy), the maximum length of road which can be directed to the turn out buffer is 300 feet. As these buffers are located along the edge of a low-volume gravel road in a residential development, a portion of the buffers have been designed to treat 400 feet of roadway. These meadow buffers are 150 feet in length, are perpendicular to the grade, and are not located within any wetlands. No adverse impacts are anticipated due to the increased length of roadway being directed to the buffers. A sample Deed Restriction for the meadow buffer has been included as Attachment A.

Conclusion

Through the implementation of erosion and sedimentation control measures and best management practices, the project complies with the requirements of the Basic Standard.

While the peak runoff rates will be increased as part of the proposed development, the proposed increases will not result in any adverse impacts to any existing drainage systems or result in any flooding to adjacent properties.

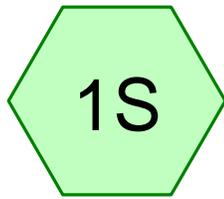
Runoff from 75% of the linear portion of the project (proposed access road) will be captured and conveyed to either a meadow buffer adjacent to the downhill side of a road or a meadow ditch turn out buffer for water quality treatment. By capturing and treating runoff from the impervious surfaces and developed areas the project likewise meets the applicable portions of the General Standard.

Attachment A – Pre- and Post-Development HydroCAD Models

Attachment B – Sample Deed Restrictions

Attachment C – Maintenance Plan

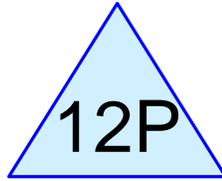
Attachment D – Stormwater Treatment Plan



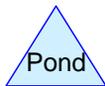
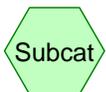
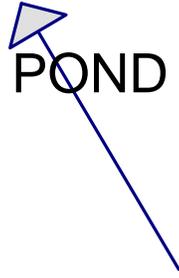
SUB 1



SUB 2



EXISTING POND



Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: SUB 1

Runoff Area=2,209,396 sf Runoff Depth>0.34"

Flow Length=1,112' Tc=53.2 min CN=62 Runoff=6.66 cfs 1.419 af

Subcatchment 2S: SUB 2

Runoff Area=2,111,003 sf Runoff Depth>0.20"

Flow Length=1,200' Tc=47.8 min CN=57 Runoff=3.01 cfs 0.808 af

Pond 12P: EXISTING POND

Peak Elev=95.71' Storage=52,713 cf Inflow=3.01 cfs 0.808 af

24.0" x 45.0' Culvert Outflow=0.55 cfs 0.151 af

Total Runoff Area = 99.183 ac Runoff Volume = 2.228 af Average Runoff Depth = 0.27"

Subcatchment 1S: SUB 1

Runoff = 6.66 cfs @ 12.92 hrs, Volume= 1.419 af, Depth> 0.34"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR Rainfall=3.00"

Area (sf)	CN	Description
522,934	30	Woods, Good, HSG A
1,187,811	70	Woods, Good, HSG C
498,651	77	Woods, Good, HSG D
2,209,396	62	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
36.1	150	0.0133	0.1		Sheet Flow, A-B Woods: Light underbrush n= 0.400 P2= 3.00"
1.4	72	0.0278	0.8		Shallow Concentrated Flow, B-C Woodland Kv= 5.0 fps
9.7	356	0.0150	0.6		Shallow Concentrated Flow, C-D Woodland Kv= 5.0 fps
2.1	152	0.0590	1.2		Shallow Concentrated Flow, D-E Woodland Kv= 5.0 fps
3.9	382	0.0100	1.6	5.70	Trap/Vee/Rect Channel Flow, E-F Bot.W=2.00' D=0.50' Z= 10.0 '/' Top.W=12.00' n= 0.040 Earth, cobble bottom, clean sides
53.2	1,112	Total			

Subcatchment 2S: SUB 2

Runoff = 3.01 cfs @ 12.96 hrs, Volume= 0.808 af, Depth> 0.20"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR Rainfall=3.00"

Area (sf)	CN	Description
674,661	40	2 acre lots, 12% imp, HSG A
289,838	74	2 acre lots, 12% imp, HSG C
225,887	30	Woods, Good, HSG A
920,617	70	Woods, Good, HSG C
2,111,003	57	Weighted Average

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Type III 24-hr 2-YR Rainfall=3.00"

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.1	150	0.0250	0.1		Sheet Flow, A-B Woods: Light underbrush n= 0.400 P2= 3.00"
9.6	182	0.0040	0.3		Shallow Concentrated Flow, B-C Woodland Kv= 5.0 fps
3.0	155	0.0290	0.9		Shallow Concentrated Flow, C-D Woodland Kv= 5.0 fps
6.2	282	0.0230	0.8		Shallow Concentrated Flow, D-E Woodland Kv= 5.0 fps
0.9	431		8.0		Lake or Reservoir, E-F Mean Depth= 2.00'
47.8	1,200	Total			

Pond 12P: EXISTING POND

Inflow Area = 48.462 ac, Inflow Depth > 0.20" for 2-YR event
 Inflow = 3.01 cfs @ 12.96 hrs, Volume= 0.808 af
 Outflow = 0.55 cfs @ 20.00 hrs, Volume= 0.151 af, Atten= 82%, Lag= 422.4 min
 Primary = 0.55 cfs @ 20.00 hrs, Volume= 0.151 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Starting Elev= 94.87' Surf.Area= 30,850 sf Storage= 24,087 cf
 Peak Elev= 95.71' @ 20.00 hrs Surf.Area= 37,501 sf Storage= 52,713 cf (28,626 cf above start)
 Flood Elev= 100.00' Surf.Area= 103,767 sf Storage= 344,638 cf (320,552 cf above start)
 Plug-Flow detention time= (not calculated: initial storage exceeds outflow)
 Center-of-Mass det. time= 179.5 min (1,091.3 - 911.8)

Volume #1	Invert	Avail.Storage	Storage Description		
	94.00'	344,638 cf	Custom Stage Data (Irregular) Listed below (Recalc)		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
94.00	24,638	1,298.0	0	0	24,638
96.00	39,960	1,734.0	63,984	63,984	129,879
98.00	69,712	2,574.0	108,301	172,285	417,880
100.00	103,767	3,242.0	172,354	344,638	727,100

Device #1	Routing	Invert	Outlet Devices
	Primary	94.87'	24.0" x 45.0' long Culvert RCP, sq.cut end projecting, Ke= 0.500 Outlet Invert= 95.41' S= -0.0120 '/' Cc= 0.900 n= 0.011 Concrete pipe, straight & clean

Primary OutFlow Max=0.55 cfs @ 20.00 hrs HW=95.71' (Free Discharge)
 ↑ **1=Culvert** (Inlet Controls 0.55 cfs @ 1.9 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: SUB 1

Runoff Area=2,209,396 sf Runoff Depth>1.11"

Flow Length=1,112' Tc=53.2 min CN=62 Runoff=28.29 cfs 4.689 af

Subcatchment 2S: SUB 2

Runoff Area=2,111,003 sf Runoff Depth>0.83"

Flow Length=1,200' Tc=47.8 min CN=57 Runoff=19.76 cfs 3.336 af

Pond 12P: EXISTING POND

Peak Elev=96.48' Storage=84,883 cf Inflow=19.76 cfs 3.336 af

24.0" x 45.0' Culvert Outflow=6.07 cfs 2.410 af

Total Runoff Area = 99.183 ac Runoff Volume = 8.025 af Average Runoff Depth = 0.97"

Subcatchment 1S: SUB 1

Runoff = 28.29 cfs @ 12.80 hrs, Volume= 4.689 af, Depth> 1.11"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR Rainfall=4.70"

Area (sf)	CN	Description
522,934	30	Woods, Good, HSG A
1,187,811	70	Woods, Good, HSG C
498,651	77	Woods, Good, HSG D
2,209,396	62	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
36.1	150	0.0133	0.1		Sheet Flow, A-B Woods: Light underbrush n= 0.400 P2= 3.00"
1.4	72	0.0278	0.8		Shallow Concentrated Flow, B-C Woodland Kv= 5.0 fps
9.7	356	0.0150	0.6		Shallow Concentrated Flow, C-D Woodland Kv= 5.0 fps
2.1	152	0.0590	1.2		Shallow Concentrated Flow, D-E Woodland Kv= 5.0 fps
3.9	382	0.0100	1.6	5.70	Trap/Vee/Rect Channel Flow, E-F Bot.W=2.00' D=0.50' Z= 10.0 '/' Top.W=12.00' n= 0.040 Earth, cobble bottom, clean sides
53.2	1,112	Total			

Subcatchment 2S: SUB 2

Runoff = 19.76 cfs @ 12.77 hrs, Volume= 3.336 af, Depth> 0.83"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR Rainfall=4.70"

Area (sf)	CN	Description
674,661	40	2 acre lots, 12% imp, HSG A
289,838	74	2 acre lots, 12% imp, HSG C
225,887	30	Woods, Good, HSG A
920,617	70	Woods, Good, HSG C
2,111,003	57	Weighted Average

2215-PRE

Type III 24-hr 10-YR Rainfall=4.70"

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.1	150	0.0250	0.1		Sheet Flow, A-B Woods: Light underbrush n= 0.400 P2= 3.00"
9.6	182	0.0040	0.3		Shallow Concentrated Flow, B-C Woodland Kv= 5.0 fps
3.0	155	0.0290	0.9		Shallow Concentrated Flow, C-D Woodland Kv= 5.0 fps
6.2	282	0.0230	0.8		Shallow Concentrated Flow, D-E Woodland Kv= 5.0 fps
0.9	431		8.0		Lake or Reservoir, E-F Mean Depth= 2.00'
47.8	1,200	Total			

Pond 12P: EXISTING POND

Inflow Area = 48.462 ac, Inflow Depth > 0.83" for 10-YR event
 Inflow = 19.76 cfs @ 12.77 hrs, Volume= 3.336 af
 Outflow = 6.07 cfs @ 14.15 hrs, Volume= 2.410 af, Atten= 69%, Lag= 83.1 min
 Primary = 6.07 cfs @ 14.15 hrs, Volume= 2.410 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Starting Elev= 94.87' Surf.Area= 30,850 sf Storage= 24,087 cf
 Peak Elev= 96.48' @ 14.15 hrs Surf.Area= 46,411 sf Storage= 84,883 cf (60,797 cf above start)
 Flood Elev= 100.00' Surf.Area= 103,767 sf Storage= 344,638 cf (320,552 cf above start)
 Plug-Flow detention time= 214.8 min calculated for 1.857 af (56% of inflow)
 Center-of-Mass det. time= 85.5 min (955.2 - 869.7)

Volume #1	Invert 94.00'	Avail.Storage 344,638 cf	Storage Description Custom Stage Data (Irregular) Listed below (Recalc)		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
94.00	24,638	1,298.0	0	0	24,638
96.00	39,960	1,734.0	63,984	63,984	129,879
98.00	69,712	2,574.0	108,301	172,285	417,880
100.00	103,767	3,242.0	172,354	344,638	727,100

Device #1	Routing Primary	Invert 94.87'	Outlet Devices
			24.0" x 45.0' long Culvert RCP, sq.cut end projecting, Ke= 0.500 Outlet Invert= 95.41' S= -0.0120 '/' Cc= 0.900 n= 0.011 Concrete pipe, straight & clean

Primary OutFlow Max=6.07 cfs @ 14.15 hrs HW=96.48' (Free Discharge)
 ↑ **1=Culvert** (Inlet Controls 6.07 cfs @ 3.5 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: SUB 1

Runoff Area=2,209,396 sf Runoff Depth>1.57"

Flow Length=1,112' Tc=53.2 min CN=62 Runoff=41.27 cfs 6.616 af

Subcatchment 2S: SUB 2

Runoff Area=2,111,003 sf Runoff Depth>1.22"

Flow Length=1,200' Tc=47.8 min CN=57 Runoff=31.05 cfs 4.920 af

Pond 12P: EXISTING POND

Peak Elev=96.95' Storage=107,818 cf Inflow=31.05 cfs 4.920 af

24.0" x 45.0' Culvert Outflow=10.93 cfs 3.904 af

Total Runoff Area = 99.183 ac Runoff Volume = 11.536 af Average Runoff Depth = 1.40"

Subcatchment 1S: SUB 1

Runoff = 41.27 cfs @ 12.78 hrs, Volume= 6.616 af, Depth> 1.57"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR Rainfall=5.50"

Area (sf)	CN	Description
522,934	30	Woods, Good, HSG A
1,187,811	70	Woods, Good, HSG C
498,651	77	Woods, Good, HSG D
2,209,396	62	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
36.1	150	0.0133	0.1		Sheet Flow, A-B Woods: Light underbrush n= 0.400 P2= 3.00"
1.4	72	0.0278	0.8		Shallow Concentrated Flow, B-C Woodland Kv= 5.0 fps
9.7	356	0.0150	0.6		Shallow Concentrated Flow, C-D Woodland Kv= 5.0 fps
2.1	152	0.0590	1.2		Shallow Concentrated Flow, D-E Woodland Kv= 5.0 fps
3.9	382	0.0100	1.6	5.70	Trap/Vee/Rect Channel Flow, E-F Bot.W=2.00' D=0.50' Z= 10.0 '/' Top.W=12.00' n= 0.040 Earth, cobble bottom, clean sides
53.2	1,112	Total			

Subcatchment 2S: SUB 2

Runoff = 31.05 cfs @ 12.73 hrs, Volume= 4.920 af, Depth> 1.22"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR Rainfall=5.50"

Area (sf)	CN	Description
674,661	40	2 acre lots, 12% imp, HSG A
289,838	74	2 acre lots, 12% imp, HSG C
225,887	30	Woods, Good, HSG A
920,617	70	Woods, Good, HSG C
2,111,003	57	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.1	150	0.0250	0.1		Sheet Flow, A-B Woods: Light underbrush n= 0.400 P2= 3.00"
9.6	182	0.0040	0.3		Shallow Concentrated Flow, B-C Woodland Kv= 5.0 fps
3.0	155	0.0290	0.9		Shallow Concentrated Flow, C-D Woodland Kv= 5.0 fps
6.2	282	0.0230	0.8		Shallow Concentrated Flow, D-E Woodland Kv= 5.0 fps
0.9	431		8.0		Lake or Reservoir, E-F Mean Depth= 2.00'
47.8	1,200	Total			

Pond 12P: EXISTING POND

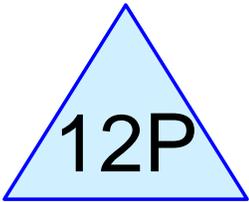
Inflow Area = 48.462 ac, Inflow Depth > 1.22" for 25-YR event
 Inflow = 31.05 cfs @ 12.73 hrs, Volume= 4.920 af
 Outflow = 10.93 cfs @ 13.74 hrs, Volume= 3.904 af, Atten= 65%, Lag= 60.1 min
 Primary = 10.93 cfs @ 13.74 hrs, Volume= 3.904 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Starting Elev= 94.87' Surf.Area= 30,850 sf Storage= 24,087 cf
 Peak Elev= 96.95' @ 13.74 hrs Surf.Area= 53,009 sf Storage= 107,818 cf (83,731 cf above start)
 Flood Elev= 100.00' Surf.Area= 103,767 sf Storage= 344,638 cf (320,552 cf above start)
 Plug-Flow detention time= 170.5 min calculated for 3.351 af (68% of inflow)
 Center-of-Mass det. time= 75.4 min (936.0 - 860.6)

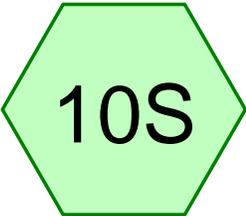
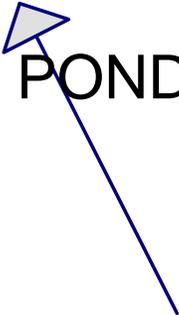
Volume #1	Invert	Avail.Storage	Storage Description		
	94.00'	344,638 cf	Custom Stage Data (Irregular) Listed below (Recalc)		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
94.00	24,638	1,298.0	0	0	24,638
96.00	39,960	1,734.0	63,984	63,984	129,879
98.00	69,712	2,574.0	108,301	172,285	417,880
100.00	103,767	3,242.0	172,354	344,638	727,100

Device #1	Routing	Invert	Outlet Devices
	Primary	94.87'	24.0" x 45.0' long Culvert RCP, sq.cut end projecting, Ke= 0.500 Outlet Invert= 95.41' S= -0.0120 '/' Cc= 0.900 n= 0.011 Concrete pipe, straight & clean

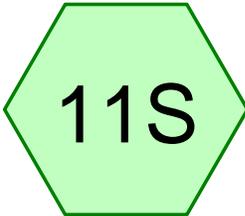
Primary OutFlow Max=10.92 cfs @ 13.74 hrs HW=96.95' (Free Discharge)
 ↑ **1=Culvert** (Inlet Controls 10.92 cfs @ 4.2 fps)



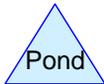
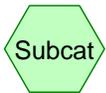
EXISTING POND



SUB 10



SUB 11



2215-POST

Type III 24-hr 2-YR Rainfall=3.00"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10S: SUB 10

Runoff Area=2,212,109 sf Runoff Depth>0.40"

Flow Length=1,112' Tc=53.2 min CN=64 Runoff=8.56 cfs 1.693 af

Subcatchment 11S: SUB 11

Runoff Area=2,108,282 sf Runoff Depth>0.25"

Flow Length=1,200' Tc=47.8 min CN=59 Runoff=4.33 cfs 1.012 af

Pond 12P: EXISTING POND

Peak Elev=95.78' Storage=55,451 cf Inflow=4.33 cfs 1.012 af

24.0" x 45.0' Culvert Outflow=0.84 cfs 0.306 af

Total Runoff Area = 99.183 ac Runoff Volume = 2.705 af Average Runoff Depth = 0.33"

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Type III 24-hr 2-YR Rainfall=3.00"

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Subcatchment 10S: SUB 10

Runoff = 8.56 cfs @ 12.89 hrs, Volume= 1.693 af, Depth> 0.40"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR Rainfall=3.00"

Area (sf)	CN	Description
313,942	30	Woods, Good, HSG A
629,329	70	Woods, Good, HSG C
498,651	77	Woods, Good, HSG D
556,079	74	2 acre lots, 12% imp, HSG C
214,108	40	2 acre lots, 12% imp, HSG A
2,212,109	64	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
36.1	150	0.0133	0.1		Sheet Flow, A-B Woods: Light underbrush n= 0.400 P2= 3.00"
1.4	72	0.0278	0.8		Shallow Concentrated Flow, B-C Woodland Kv= 5.0 fps
9.7	356	0.0150	0.6		Shallow Concentrated Flow, C-D Woodland Kv= 5.0 fps
2.1	152	0.0590	1.2		Shallow Concentrated Flow, D-E Woodland Kv= 5.0 fps
3.9	382	0.0100	1.6	5.70	Trap/Vee/Rect Channel Flow, E-F Bot.W=2.00' D=0.50' Z= 10.0 '/' Top.W=12.00' n= 0.040 Earth, cobble bottom, clean sides
53.2	1,112	Total			

Subcatchment 11S: SUB 11

Runoff = 4.33 cfs @ 12.90 hrs, Volume= 1.012 af, Depth> 0.25"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR Rainfall=3.00"

Area (sf)	CN	Description
900,619	40	2 acre lots, 12% imp, HSG A
1,207,663	74	2 acre lots, 12% imp, HSG C
2,108,282	59	Weighted Average

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Type III 24-hr 2-YR Rainfall=3.00"

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.1	150	0.0250	0.1		Sheet Flow, A-B Woods: Light underbrush n= 0.400 P2= 3.00"
9.6	182	0.0040	0.3		Shallow Concentrated Flow, B-C Woodland Kv= 5.0 fps
3.0	155	0.0290	0.9		Shallow Concentrated Flow, C-D Woodland Kv= 5.0 fps
6.2	282	0.0230	0.8		Shallow Concentrated Flow, D-E Woodland Kv= 5.0 fps
0.9	431		8.0		Lake or Reservoir, E-F Mean Depth= 2.00'
47.8	1,200	Total			

Pond 12P: EXISTING POND

Inflow Area = 48.399 ac, Inflow Depth > 0.25" for 2-YR event
 Inflow = 4.33 cfs @ 12.90 hrs, Volume= 1.012 af
 Outflow = 0.84 cfs @ 18.13 hrs, Volume= 0.306 af, Atten= 81%, Lag= 313.7 min
 Primary = 0.84 cfs @ 18.13 hrs, Volume= 0.306 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Starting Elev= 94.87' Surf.Area= 30,850 sf Storage= 24,087 cf
 Peak Elev= 95.78' @ 18.13 hrs Surf.Area= 38,106 sf Storage= 55,451 cf (31,364 cf above start)
 Flood Elev= 100.00' Surf.Area= 103,767 sf Storage= 344,638 cf (320,552 cf above start)
 Plug-Flow detention time= (not calculated: initial storage exceeds outflow)
 Center-of-Mass det. time= 159.1 min (1,060.3 - 901.2)

Volume #1	Invert 94.00'	Avail.Storage 344,638 cf	Storage Description Custom Stage Data (Irregular) Listed below (Recalc)		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
94.00	24,638	1,298.0	0	0	24,638
96.00	39,960	1,734.0	63,984	63,984	129,879
98.00	69,712	2,574.0	108,301	172,285	417,880
100.00	103,767	3,242.0	172,354	344,638	727,100

Device #1	Routing Primary	Invert 94.87'	Outlet Devices
			24.0" x 45.0' long Culvert RCP, sq.cut end projecting, Ke= 0.500 Outlet Invert= 95.41' S= -0.0120 '/' Cc= 0.900 n= 0.011 Concrete pipe, straight & clean

Primary OutFlow Max=0.83 cfs @ 18.13 hrs HW=95.78' (Free Discharge)
 ↑ **1=Culvert** (Inlet Controls 0.83 cfs @ 2.1 fps)

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Type III 24-hr 10-YR Rainfall=4.70"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10S: SUB 10

Runoff Area=2,212,109 sf Runoff Depth>1.23"

Flow Length=1,112' Tc=53.2 min CN=64 Runoff=32.13 cfs 5.218 af

Subcatchment 11S: SUB 11

Runoff Area=2,108,282 sf Runoff Depth>0.94"

Flow Length=1,200' Tc=47.8 min CN=59 Runoff=23.21 cfs 3.778 af

Pond 12P: EXISTING POND

Peak Elev=96.62' Storage=91,522 cf Inflow=23.21 cfs 3.778 af

24.0" x 45.0' Culvert Outflow=7.49 cfs 2.830 af

Total Runoff Area = 99.183 ac Runoff Volume = 8.996 af Average Runoff Depth = 1.09"

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Type III 24-hr 10-YR Rainfall=4.70"

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Subcatchment 10S: SUB 10

Runoff = 32.13 cfs @ 12.79 hrs, Volume= 5.218 af, Depth> 1.23"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR Rainfall=4.70"

Area (sf)	CN	Description
313,942	30	Woods, Good, HSG A
629,329	70	Woods, Good, HSG C
498,651	77	Woods, Good, HSG D
556,079	74	2 acre lots, 12% imp, HSG C
214,108	40	2 acre lots, 12% imp, HSG A
2,212,109	64	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
36.1	150	0.0133	0.1		Sheet Flow, A-B Woods: Light underbrush n= 0.400 P2= 3.00"
1.4	72	0.0278	0.8		Shallow Concentrated Flow, B-C Woodland Kv= 5.0 fps
9.7	356	0.0150	0.6		Shallow Concentrated Flow, C-D Woodland Kv= 5.0 fps
2.1	152	0.0590	1.2		Shallow Concentrated Flow, D-E Woodland Kv= 5.0 fps
3.9	382	0.0100	1.6	5.70	Trap/Vee/Rect Channel Flow, E-F Bot.W=2.00' D=0.50' Z= 10.0 '/' Top.W=12.00' n= 0.040 Earth, cobble bottom, clean sides
53.2	1,112	Total			

Subcatchment 11S: SUB 11

Runoff = 23.21 cfs @ 12.75 hrs, Volume= 3.778 af, Depth> 0.94"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR Rainfall=4.70"

Area (sf)	CN	Description
900,619	40	2 acre lots, 12% imp, HSG A
1,207,663	74	2 acre lots, 12% imp, HSG C
2,108,282	59	Weighted Average

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Type III 24-hr 10-YR Rainfall=4.70"

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.1	150	0.0250	0.1		Sheet Flow, A-B Woods: Light underbrush n= 0.400 P2= 3.00"
9.6	182	0.0040	0.3		Shallow Concentrated Flow, B-C Woodland Kv= 5.0 fps
3.0	155	0.0290	0.9		Shallow Concentrated Flow, C-D Woodland Kv= 5.0 fps
6.2	282	0.0230	0.8		Shallow Concentrated Flow, D-E Woodland Kv= 5.0 fps
0.9	431		8.0		Lake or Reservoir, E-F Mean Depth= 2.00'
47.8	1,200	Total			

Pond 12P: EXISTING POND

Inflow Area = 48.399 ac, Inflow Depth > 0.94" for 10-YR event
 Inflow = 23.21 cfs @ 12.75 hrs, Volume= 3.778 af
 Outflow = 7.49 cfs @ 13.93 hrs, Volume= 2.830 af, Atten= 68%, Lag= 71.0 min
 Primary = 7.49 cfs @ 13.93 hrs, Volume= 2.830 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Starting Elev= 94.87' Surf.Area= 30,850 sf Storage= 24,087 cf
 Peak Elev= 96.62' @ 13.93 hrs Surf.Area= 48,367 sf Storage= 91,522 cf (67,435 cf above start)
 Flood Elev= 100.00' Surf.Area= 103,767 sf Storage= 344,638 cf (320,552 cf above start)
 Plug-Flow detention time= 197.8 min calculated for 2.277 af (60% of inflow)
 Center-of-Mass det. time= 81.8 min (946.5 - 864.7)

Volume #1	Invert 94.00'	Avail.Storage 344,638 cf	Storage Description Custom Stage Data (Irregular) Listed below (Recalc)		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
94.00	24,638	1,298.0	0	0	24,638
96.00	39,960	1,734.0	63,984	63,984	129,879
98.00	69,712	2,574.0	108,301	172,285	417,880
100.00	103,767	3,242.0	172,354	344,638	727,100

Device #1	Routing Primary	Invert 94.87'	Outlet Devices
			24.0" x 45.0' long Culvert RCP, sq.cut end projecting, Ke= 0.500 Outlet Invert= 95.41' S= -0.0120 '/' Cc= 0.900 n= 0.011 Concrete pipe, straight & clean

Primary OutFlow Max=7.49 cfs @ 13.93 hrs HW=96.62' (Free Discharge)
 ↑ **1=Culvert** (Inlet Controls 7.49 cfs @ 3.8 fps)

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Type III 24-hr 25-YR Rainfall=5.50"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10S: SUB 10

Runoff Area=2,212,109 sf Runoff Depth>1.71"

Flow Length=1,112' Tc=53.2 min CN=64 Runoff=45.80 cfs 7.254 af

Subcatchment 11S: SUB 11

Runoff Area=2,108,282 sf Runoff Depth>1.36"

Flow Length=1,200' Tc=47.8 min CN=59 Runoff=35.33 cfs 5.465 af

Pond 12P: EXISTING POND

Peak Elev=97.12' Storage=117,101 cf Inflow=35.33 cfs 5.465 af

24.0" x 45.0' Culvert Outflow=12.63 cfs 4.428 af

Total Runoff Area = 99.183 ac Runoff Volume = 12.719 af Average Runoff Depth = 1.54"

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Type III 24-hr 25-YR Rainfall=5.50"

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Subcatchment 10S: SUB 10

Runoff = 45.80 cfs @ 12.77 hrs, Volume= 7.254 af, Depth> 1.71"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR Rainfall=5.50"

Area (sf)	CN	Description
313,942	30	Woods, Good, HSG A
629,329	70	Woods, Good, HSG C
498,651	77	Woods, Good, HSG D
556,079	74	2 acre lots, 12% imp, HSG C
214,108	40	2 acre lots, 12% imp, HSG A
2,212,109	64	Weighted Average

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
36.1	150	0.0133	0.1		Sheet Flow, A-B Woods: Light underbrush n= 0.400 P2= 3.00"
1.4	72	0.0278	0.8		Shallow Concentrated Flow, B-C Woodland Kv= 5.0 fps
9.7	356	0.0150	0.6		Shallow Concentrated Flow, C-D Woodland Kv= 5.0 fps
2.1	152	0.0590	1.2		Shallow Concentrated Flow, D-E Woodland Kv= 5.0 fps
3.9	382	0.0100	1.6	5.70	Trap/Vee/Rect Channel Flow, E-F Bot.W=2.00' D=0.50' Z= 10.0 '/' Top.W=12.00' n= 0.040 Earth, cobble bottom, clean sides
53.2	1,112	Total			

Subcatchment 11S: SUB 11

Runoff = 35.33 cfs @ 12.72 hrs, Volume= 5.465 af, Depth> 1.36"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR Rainfall=5.50"

Area (sf)	CN	Description
900,619	40	2 acre lots, 12% imp, HSG A
1,207,663	74	2 acre lots, 12% imp, HSG C
2,108,282	59	Weighted Average

2215-POST

Type III 24-hr 25-YR Rainfall=5.50"

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.1	150	0.0250	0.1		Sheet Flow, A-B Woods: Light underbrush n= 0.400 P2= 3.00"
9.6	182	0.0040	0.3		Shallow Concentrated Flow, B-C Woodland Kv= 5.0 fps
3.0	155	0.0290	0.9		Shallow Concentrated Flow, C-D Woodland Kv= 5.0 fps
6.2	282	0.0230	0.8		Shallow Concentrated Flow, D-E Woodland Kv= 5.0 fps
0.9	431		8.0		Lake or Reservoir, E-F Mean Depth= 2.00'
47.8	1,200	Total			

Pond 12P: EXISTING POND

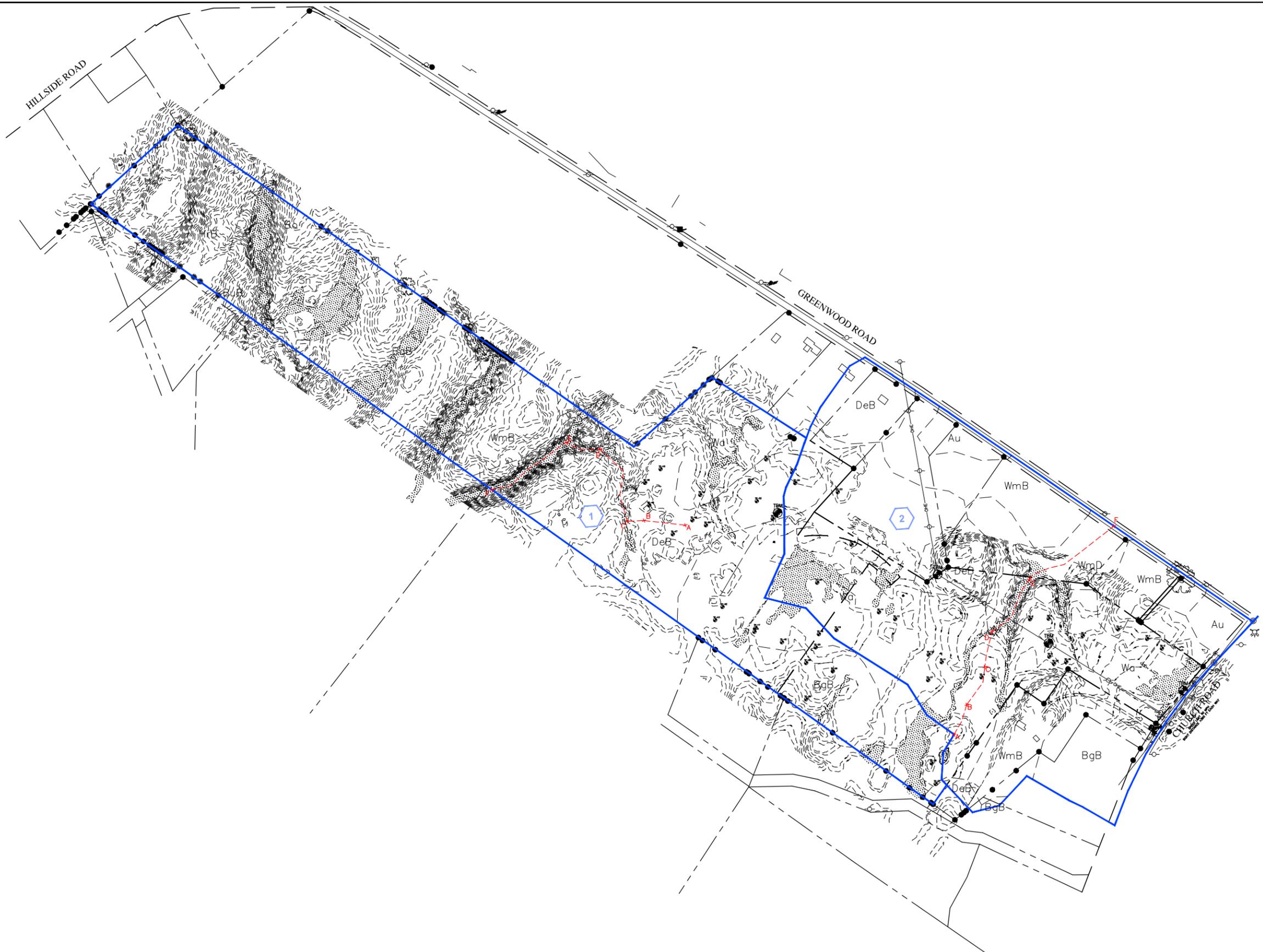
Inflow Area = 48.399 ac, Inflow Depth > 1.36" for 25-YR event
 Inflow = 35.33 cfs @ 12.72 hrs, Volume= 5.465 af
 Outflow = 12.63 cfs @ 13.67 hrs, Volume= 4.428 af, Atten= 64%, Lag= 56.7 min
 Primary = 12.63 cfs @ 13.67 hrs, Volume= 4.428 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Starting Elev= 94.87' Surf.Area= 30,850 sf Storage= 24,087 cf
 Peak Elev= 97.12' @ 13.67 hrs Surf.Area= 55,564 sf Storage= 117,101 cf (93,014 cf above start)
 Flood Elev= 100.00' Surf.Area= 103,767 sf Storage= 344,638 cf (320,552 cf above start)
 Plug-Flow detention time= 161.1 min calculated for 3.862 af (71% of inflow)
 Center-of-Mass det. time= 74.2 min (930.6 - 856.4)

Volume #1	Invert	Avail.Storage	Storage Description		
	94.00'	344,638 cf	Custom Stage Data (Irregular) Listed below (Recalc)		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
94.00	24,638	1,298.0	0	0	24,638
96.00	39,960	1,734.0	63,984	63,984	129,879
98.00	69,712	2,574.0	108,301	172,285	417,880
100.00	103,767	3,242.0	172,354	344,638	727,100

Device #1	Routing	Invert	Outlet Devices
	Primary	94.87'	24.0" x 45.0' long Culvert RCP, sq.cut end projecting, Ke= 0.500 Outlet Invert= 95.41' S= -0.0120 '/' Cc= 0.900 n= 0.011 Concrete pipe, straight & clean

Primary OutFlow Max=12.63 cfs @ 13.67 hrs HW=97.12' (Free Discharge)
 ↑ **1=Culvert** (Barrel Controls 12.63 cfs @ 4.5 fps)



- 4. 08-24-15 REVISED PER STAFF REVIEW COMMENTS JJM
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- 2. 05-16-15 REVISED ROAD LAYOUT, ADDED LOT 12 KPC
- 1. 04-07-15 SUBMITTED FOR STAFF REVIEW KPC

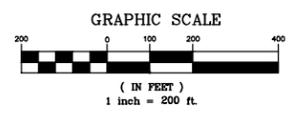
TITLE: **PRE-DEVELOPMENT WATERSHED PLAN**

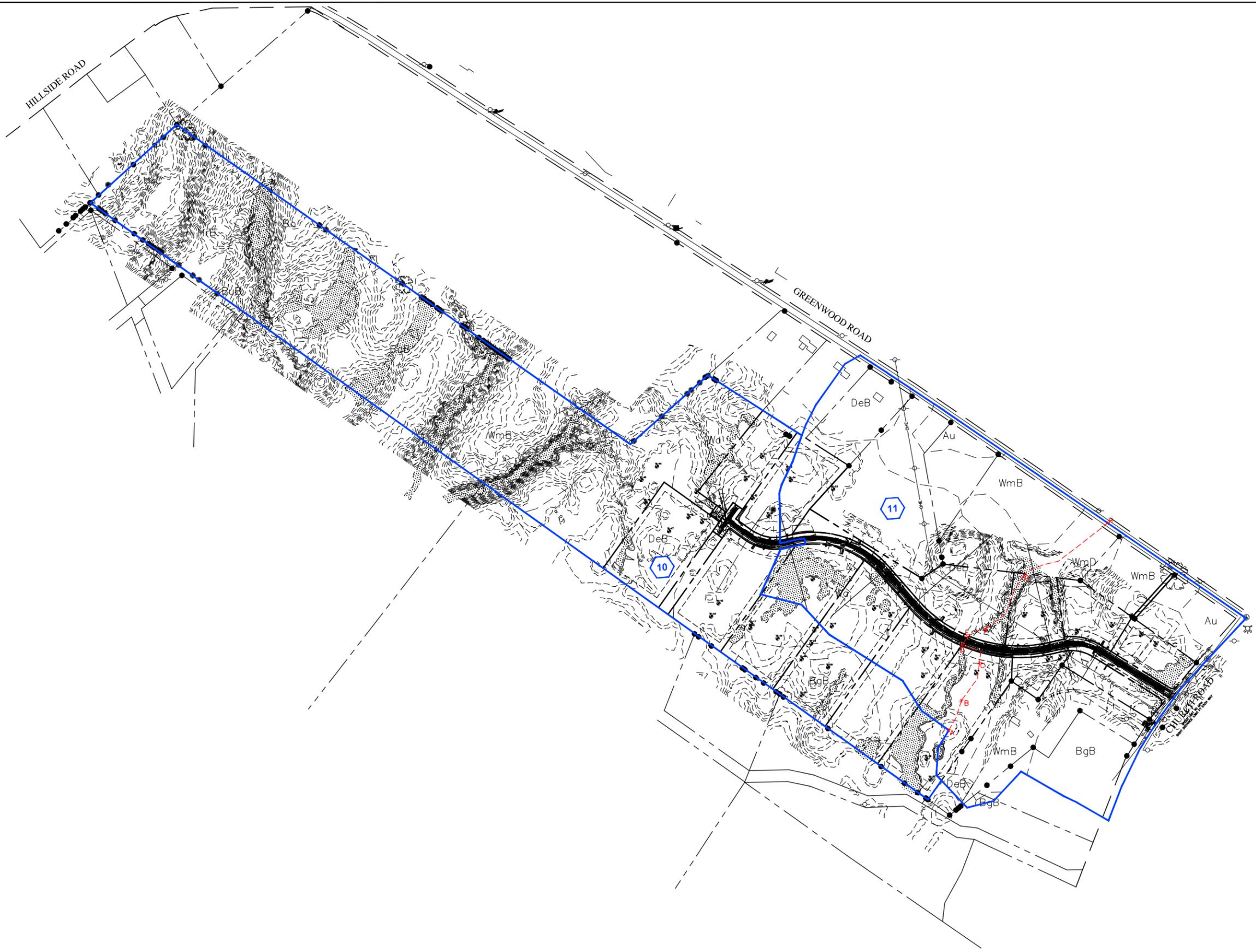
PROJECT: **MEADOW ROSE FARM SUBDIVISION
CHURCH ROAD, BRUNSWICK, MAINE**

PREPARED FOR: **TWO CLARKS, LLC
240 MAINE STREET, BRUNSWICK, MAINE**

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 207.725.1200 www.sitelinespa.com

FIELD WK: KPC	SCALE: 1"=200'	SHEET:
DRN BY: JIM	JOB #: 2215	W1
CHD BY: CYN	MAP/LOT: 17/126	
DATE: 07/2015	FILE: 2215-WATERSHED	



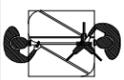


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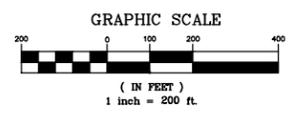
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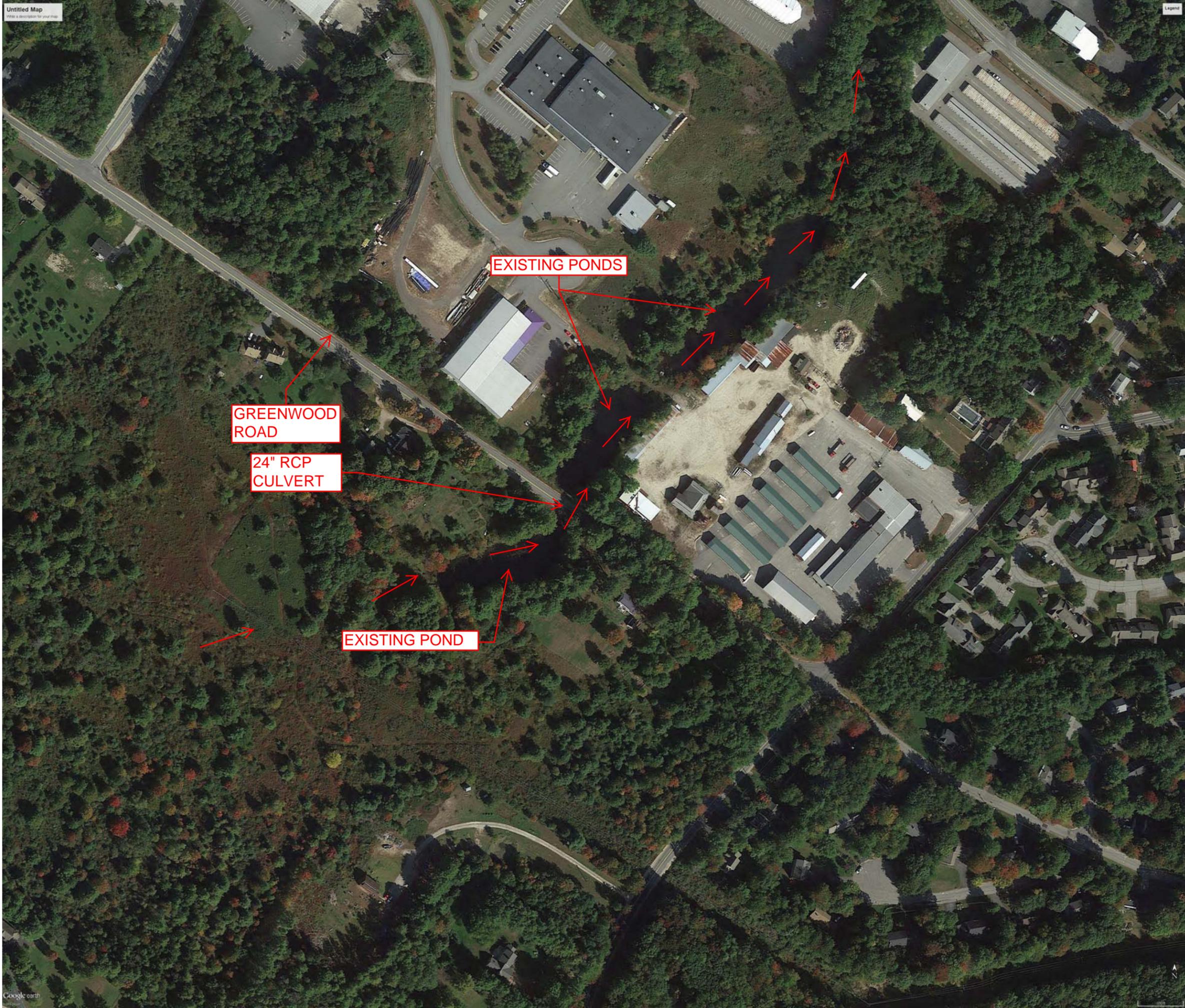
PROJECT: **MEADOW ROSE FARM SUBDIVISION
CHURCH ROAD, BRUNSWICK, MAINE**

PREPARED FOR: **TWO CLARKS, LLC
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FIELD WK: KPC	SCALE: 1"=200'	SHEET:
DRN BY: JIM	JOB #: 2215	W2
CHD BY: CYN	MAP/LOT: 17/126	
DATE: 07/2015	FILE: 2215-WATERSHED	





EXISTING PONDS

GREENWOOD ROAD

24" RCP CULVERT

EXISTING POND

DECLARATION OF RESTRICTIONS

(Non-Wooded Meadow Buffer)

THIS DECLARATION OF RESTRICTIONS is made this _____ day of _____, 20___, by Two Clarks, LLC, 240 Maine Street, Brunswick, Cumberland County, Maine, 04011, (herein referred to as the "Declarant"), pursuant to a permit received from the Maine Department of Environmental Protection under the Stormwater Management Law, to preserve a buffer area on a parcel of land near Church Road, Brunswick, Maine.

WHEREAS, the Declarant holds title to certain real property situated in Brunswick, Maine described in a deed from Lyndon E. & Ruth A. Harmon to Two Clarks, LLC dated January 9, 2015, and recorded in Book 32024 Page 330 at the Cumberland County Registry of Deeds, herein referred to as the "property"; and

WHEREAS, Declarant desires to place certain restrictions, under the terms and conditions herein, over a portion of said real property (hereinafter referred to as the "Restricted Buffer") described as follows: (Note: Insert description of restricted buffer location here)

As shown on the Plan entitled, "Subdivision Plan" for the Meadow Rose Farm Subdivision along Church Road, Brunswick, Maine 04011 dated 07/2015.

WHEREAS, pursuant to the Stormwater Management Law, 38 M.R.S.A. Section 420-D and Chapter 500 of rules promulgated by the Maine Board of Environmental Protection ("Stormwater Management Rules"), Declarant has agreed to impose certain restrictions on the Restricted Buffer Area as more particularly set forth herein and has agreed that these restrictions may be enforced by the Maine Department of Environmental Protection or any successor (hereinafter the "MDEP"),

NOW, THEREFORE, the Declarant hereby declares that the Restricted Buffer Area is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the conditions and restrictions set forth herein. The Restrictions shall run with the Restricted Buffer Area and shall be binding on all parties having any right, title or interest in and to the Restricted Buffer Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Restricted Buffer Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Covenant Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Restricted Buffer Area subject to the Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Restrictions hereinafter set forth.

1. Restrictions on Restricted Buffer Area. Unless the owner of the Restricted Buffer Area, or any successors or assigns, obtains the prior written approval of the MDEP, the Restricted Buffer Area must remain undeveloped in perpetuity. To maintain the ability of the Restricted Buffer Area to filter and absorb stormwater, and to maintain compliance with the Stormwater Management Law and the permit issued thereunder to the Declarant, the use of the Restricted Buffer Area is hereinafter limited as follows.
 - a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Restricted Buffer Area, nor may the topography or the natural mineral soil of the area be altered or manipulated in any way;
 - b. A dense cover of grassy vegetation must be maintained over the Restricted Buffer Area, except that shrubs, trees and other woody vegetation may also be planted or allowed to grow in the area.

The Restricted Buffer Area may not be maintained as a lawn or used as a pasture. If vegetation in the Restricted Buffer Area is mowed, it may be mown no more than two times per year.

- c. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Restricted Buffer Area, except for a sign, utility pole or fence;
- d. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Restricted Buffer Area, except for vehicles used in mowing;
- e. Any level lip spreader directing flow to the Restricted Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

Any activity on or use of the Restricted Buffer Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Restricted Buffer Area must receive prior approval in writing from the MDEP. The MDEP may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability of the Restricted Buffer Area or if adequate and appropriate alternative means of stormwater control and treatment are provided.

- 2. Enforcement. The MDEP may enforce any of the Restrictions set forth in Section 1 above.
- 3. Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of the Restricted Buffer Area. If the Restricted Buffer Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions to the extent that any of the Restricted Buffer Area is included within such owner's property.
- 4. Amendment. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Restricted Buffer Area and by the MDEP.
- 5. Effective Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a land use restriction running with the land as a burden and upon the title to the Restricted Buffer Area.
- 6. Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.
- 7. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

(NAME)

STATE OF MAINE, _____, County, dated _____, 20__ .
(County)

Personally appeared before me the above named _____, who swore to the truth of the foregoing to the best of (his/her) knowledge, information and belief and acknowledged the foregoing instrument to be (his/her) free act and deed.

Notary Public

**Meadow Rose Farm Subdivision
Church Road, Brunswick, Maine**

STORMWATER FACILITIES INSPECTION AND MAINTENANCE PLAN

1.0 GENERAL

This stormwater facilities maintenance plan has been prepared in support of the application for the subdivision to be located off Church Road in Brunswick, Maine. The requirements of this plan shall be incorporated into the efforts associated with the development including construction and ongoing operations.

2.0 BEST MANAGEMENT PRACTICES

2.1 Best Management Practices

During Construction, a stabilized construction entrance, sediment barrier, erosion control blanket and/or erosion control mix, seeding, and mulching practices will be used in accordance with the Maine Department of Environmental Protection Best Management Practices (BMP) manual during construction and until a stabilized condition exists.

After Construction, stormwater BMPs will include housekeeping and physical measures described herein, including buffers, maintenance of riprap erosion control and maintenance of storm drain pipes and outfalls.

The stormwater maintenance management for this project will be performed consistent with the two references listed below and as amended in this manual. Where standards are not consistent, the more stringent requirement shall apply.

2.2 References

The primary references for the stormwater management design were as follows:

- 1 "Stormwater Management for Maine", Maine Department of Environmental Protection No. DEPLW0738, January 2006.
- 2 "Maine Erosion and Sedimentation Best Management Practices", Maine Department of Environmental Protection, current edition on-line.

3.0 MAINTENANCE OF STORMWATER FEATURES

3.1 General Responsibilities

The Contractor will be responsible for maintaining the stormwater BMPs and facilities until the construction phase of the project is complete and the site is permanently stabilized and accepted by the Applicant. These efforts shall include maintenance of temporary and permanent stormwater features and addressing interim site conditions as necessary. After acceptance of the development, the Applicant will be responsible for maintaining the permanent stormwater features as shown on the plan.

The Point of Contact for the Applicant is as follows:

Mr. Paul Clark
240 Maine Street
Brunswick, ME 04011
Phone: 207-407-1033

3.1 General Requirements

The general requirements for this stormwater maintenance management manual will meet the standards of Reference No.1, specific to the water quality feature concerned. Additional maintenance requirements are identified in the following narratives.

3.2 Specific Maintenance Requirements

The following specific maintenance requirements apply to stormwater features as follows:

3.2.1 Storm Drain System

- Piped drainage systems shall be inspected in spring and late fall, and after heavy rains to remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit; and to repair any erosion damage at the culvert's inlet and outlet. Sediment should be removed when its level exceeds 20% of the pipe diameter. Hydraulic flushing or any mechanical means may accomplish sediment removal. Care shall be taken to contain the sediment at the pipe outlet.

3.2.2 Vegetative Surfaces

- For most vegetative surfaces, grass should be mowed on a regular basis so that grass height does not exceed 6 inches. Any erosion rills, gullies, or bare spots should be seeded or sodded to re-establish the turf cover.
- Buffer, screening, and decorative landscaping should be inspected for health on a regular basis. Pruning, weeding, feeding, and mulching shall be performed on a regular basis.

3.2.3 Buffers

- Protect limits of buffer during construction. Mark buffer limits with stakes, if necessary.
- Mark buffer boundaries with permanent signs describing allowable uses.
- Conduct periodic "buffer walks" to inspect the condition of the buffer.

4.0 INSPECTION AND MAINTENANCE CHECKLIST

4.1 Maintenance Frequency

Notwithstanding any other schedule noted herein, general inspections should be conducted monthly during wet weather conditions from March to November.

4.2 Inspection and Maintenance Checklist

Inspection of the stormwater facilities shall be completed by individual qualified by experience or training to assess their condition and performance. Maintenance actions required will be documented, completed and inspected by individuals trained or experienced in such maintenance. An inspection and maintenance checklist specific to the facilities for this development is included.

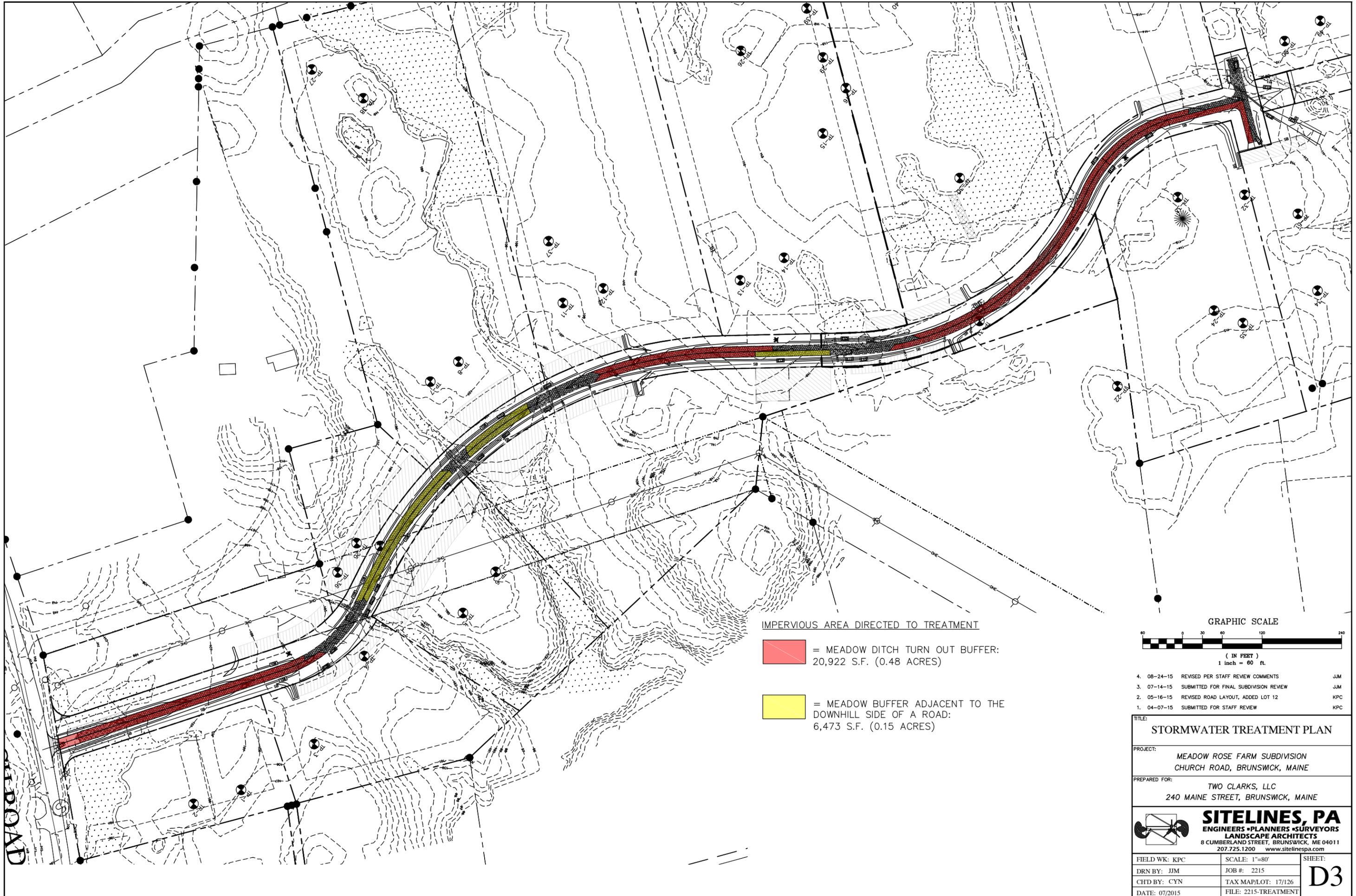
Meadow Rose Farm Subdivision
Church Road, Brunswick, Maine

Stormwater Inspection and Maintenance Log

Performed by: _____

Date: _____

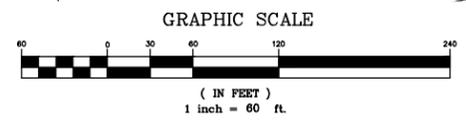
Feature	Description of maintenance	Recorded Observation
Storm Drain & Detention Pipes	Inspect for evidence of sediment	
	Inspect for clogging debris and material	
Vegetative Surfaces	Inspect for vegetative cover of at least 85%	
Buffer	Inspect condition of the buffer	
	Inspect level lip spreader for sand accumulation and debris	



IMPERVIOUS AREA DIRECTED TO TREATMENT

 = MEADOW DITCH TURN OUT BUFFER:
20,922 S.F. (0.48 ACRES)

 = MEADOW BUFFER ADJACENT TO THE
DOWNHILL SIDE OF A ROAD:
6,473 S.F. (0.15 ACRES)

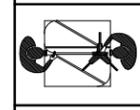


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TITLE:
STORMWATER TREATMENT PLAN

PROJECT:
MEADOW ROSE FARM SUBDIVISION
CHURCH ROAD, BRUNSWICK, MAINE

PREPARED FOR:
TWO CLARKS, LLC
240 MAINE STREET, BRUNSWICK, MAINE



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FIELD WK: KPC	SCALE: 1"=80'	SHEET:
DRN BY: JIM	JOB #: 2215	D3
CHD BY: CYN	TAX MAP/LOT: 17/126	
DATE: 07/2015	FILE: 2215-TREATMENT	

EXHIBIT A

Meadow Rose Farms Covenants

Declaration of Protective Covenants and Restrictions and Maintenance Agreement

Made as of this _____, by
TWO CLARKS LLC, with its principal place of business located at 240
Maine Street, Brunswick, Maine, 04011, (herein called “**Developer**”).

WHEREAS, the Developer is owner of certain real property situated
off the Meadow Rose Farms roadway in the Town of Brunswick, County of
Cumberland, and State of Maine as portrayed on a Plans entitled
_____ (the Plans)
and recorded in the Cumberland County Registry of Deeds
_____ and,

WHEREAS, the Developer is desirous of subjecting the Lots shown
on said Plan to the Restrictions and Covenants hereinafter set forth and to
declare for the benefit of the owner of each Lot and such Lot owner’s heirs,
executors, administrators, successors and assigns the undertakings
hereinafter set forth;

NOW, THEREFORE, the Developer hereby declares that the Lots of
Meadow Rose Farms are and shall be held, transferred, and conveyed
subject to the covenants, agreements, restrictions, liens and charges
hereinafter set forth;

A) Covenants and Restrictions:

- 1) Each Lot shall be used for single family residential purposes
exclusively except that an “accessory” apartment as may be
permitted by the Town of Brunswick, Maine Zoning
Ordinance is permitted.
- 2) No structure shall be erected on or moved to any Lot except
one detached, single family residential dwelling , with or
without an accessory apartment, hereinafter referred to as a
dwelling, of not more than two stories in height and such
other buildings necessary and subsidiary to the same such as
a garage, solarium or storage building. Each dwelling, prior
to occupancy, shall have a running water system and a
sewage disposal system both of which shall conform to the
State of Maine Plumbing Code.
- 3) No duplex residence or apartment house, nor manufactured
or modular homes shall be erected or placed on any Lot and
no buildings shall be altered or converted into a duplex
residence or apartment house. This covenant is not intended
to preclude the parents or in-laws of the property owner from
also living in the residence, or an accessory apartment as may

be permitted by the Town of Brunswick, Maine Zoning Ordinance.

- 4) The area of any dwelling exclusive of porches, breezeways, basement area and garage shall not be less than 1,600 square feet. Each home shall include at a minimum a 1 car garage.
- 5) All exterior construction work on any buildings or other structures, including restoring the premises and landscaping, shall be completed within twelve (12) months from the date construction, including excavation, begins.
- 6) The location of any structures, wells, septic systems, fencing and driveways shall conform to the following:
 - Structures may be placed anywhere inside the building setback lines as depicted on The Plans.
 - Septic Systems may be placed inside or outside of the building setbacks subject to zoning regulations.
 - Driveways and Fencing may be placed inside or outside the setbacks with prior written approval of the developer. The decision will be based on the design and location of the driveway or fencing and approval will not be unreasonably withheld.
- 7) Lot owners may cut trees within building setbacks (envelopes) to construct or enhance the home site, provide a view from the home site or preserve the wooded environment of the lot. Outside of the setbacks “selective cutting” only is permitted so as to maintain a wooded buffer and screening between lots.
- 8) The type, design, exterior finish and location of the home, fencing, driveway and accessory structures to be constructed or placed on a Lot by a Lot owner must be approved in advance in writing by the Developer, as long as the Developer retains ownership in any property within the subdivision or abutting property. As a guide, designs should be a maximum of 2 stories or less in height, feature multiple roof lines with a roof pitch of not less than 7/12, and be designed after New England farmhouse, cottage style or shingle style homes. Exterior siding shall be wooden or cement shingles or clapboards; exterior trim shall be wooden or composite products except for windows which may be vinyl or aluminum clad. Brick may be used as an accent only and not as the predominant siding; no vinyl or aluminum siding. Log homes are not permitted. The lot owner shall obtain the written approval of the design, including all exterior elements of any structure, from the Declarant. Such approval shall not be unreasonably withheld or delayed. Declarant shall respond to lot owner’s requests for review and approval within 10 days of actual receipt of design plans.

Prior to the commencement of excavation, clearing construction, reconstruction, renovation or remodeling of any improvements on any lot, the lot owner shall submit to the declarant the following documents:

- A site plan showing the location on the lot of the dwelling, the garage, the driveway, any walkways, and patios and decks.
- Elevation plans for the dwelling showing all facades of the dwelling.
- A list of materials and colors for roofing, siding, trim, chimneys and decking.

9) Utilities to each Lot shall be underground and not overhead.

10) No camper trailers, no tents or temporary dwellings of any size shall be placed, erected or maintained on any of the Lots. Boats and campers and other recreational vehicles may be stored on site only if well screened from view of abutters and the road. Vehicles which do not have a current State inspection sticker may not be stored out of doors on any Lots.

11) No trade, business, profession or commercial trade of any nature shall be conducted on the Lots, unless it is conducted within the residence, does not have any commercial equipment (including commercial-type vehicles) kept or stored outside the residence, does not have any employees other than immediate family members that are residing in the household and does not generate more traffic than one car per hour. One identifying sign located on the lot of not more than (2) two square feet shall be permitted.

12) No satellite dishes larger than 36" in diameter may be placed on any Lot. Every reasonable effort will be made to screen any installed satellite dish from visibility from the road and neighbors.

13) Recreational vehicles, snowmobiles, all-terrain vehicles (ATV's) and the like, shall not be used on any property within the Subdivision nor on any common areas of the subdivision except by the developer or it's assigns for common area maintenance purposes only. They may be stored on a lot only if well screened from view from the road and abutters.

14) No above ground pools or radio towers.

15) No livestock, animals or poultry other than household pets shall be kept, maintained or allowed on any of the Lots. No boarding or breeding kennels may be kept or maintained on any of the Lots. Except that the following shall be permitted:

- a) Up to two (2) animals (total) of any of the following:

- llamas
- sheep
- goats
- horses on any lot over 2.5 acres

b) Up to five (5) laying hens; no roosters are allowed.

- 16) The common area shown on the Subdivision Plan shall be used only for non-motorized recreation purposes by the Meadow Rose Farms residents and their guests.
- 17) Prior to the first transfer of a Lot from the Subdivision, there was formed the Meadow Rose Farms Homeowner's Association, a non-profit non-stock corporation organized and existing under the laws of the State of Maine (hereinafter called the "Association"). Each owner of a Lot shall automatically become a member of the Association, as long as he/she continues as the owner of a Lot.

Upon termination of interest of an owner in a Lot, his/her membership and any interest in the Association shall thereupon automatically terminate and transfer and inure to the next owner of his/her Lot succeeding in interest. Each owner of a Lot shall be bound by the by-laws of the Association, as the same may be amended from time to time, and each owner of a Lot shall comply strictly with said by-laws of the Association. No holder of a mortgage of a Lot shall be considered as Lot owners until such holder shall acquire title to the Lot by foreclosure, by deed in lieu of foreclosure, or by maintaining possession of the Lot. Each lot owner shall be equally responsible for any costs associated with maintenance of the roadways, drainage areas along the roadways, retention, recreation ponds, commons areas and refuse and garbage collection. Each lot will have 1 vote in Association business.

B) Association Responsibilities:

- 1) The Association shall perform and be responsible for any maintenance necessary on the Meadow Rose Farms roadways, and drainage areas along the roadways and common areas, and for the coordination of weekly collection of refuse and garbage.
- 2) Maintenance of the Meadow Rose Farms roadways shall be the responsibility of the Association unless the road is brought to town road standards and accepted by the Town. The Meadow Rose Farms roadways will be constructed by the Developer according to Town requirements for a private road. They will not be built as roads suitable for acceptance by the Town as town roads, however, the Developer reserves the right to upgrade the roads to Town standards as Town roads or, subsequent to the Developer's sale of at least Ten (10) of the Twelve (12) lots within the subdivision, if 10 or

more of the Lot owners desire to improve the road to a point acceptable to the Town as a town road, then all Lot owners, pursuant to a vote of the Association, shall pay equally for the cost of the necessary improvements and petition the town to accept and maintain the roadways. Dimensional requirements may preclude the road from ever being accepted as a town road.

Amendment of Declaration

All present and future owners of Lots are subject to the terms and provisions contained or referred to in this Declaration. The acceptance of a deed or conveyance of a Lot other than as security, or the entering into of occupancy of any Lot, shall signify that the provisions contained or referred to in this Declaration and the decisions of the Association are accepted and ratified by such owner or occupant and shall further signify that the owners acknowledge the authority of the Association to enforce the Covenants and Restrictions which run with the land, by suit or otherwise. All the provisions contained or referred to herein shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot (except a mortgage security) as though such provisions were recited and stipulated at length in each and every deed or conveyance of a Lot.

If any one or more of these covenants, or any part thereof, shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining portions hereof which shall remain in full force and effect.

This Declaration may be amended at any time and from time to time by written instrument duly executed by the owners of record of at least 10 of the 12 Lot owners, provided, however, that any amendment which is inconsistent with the elements of municipal approval or any condition of municipal approval, will not be effective until it has also received approval from the appropriate municipal authority.

IN WITNESS WHEREOF, the said **TWO CLARKS LLC** has caused this instrument to be signed in its name by **PAUL H. CLARK, III** and **DANA F. CLARK**, being all of its members, this _____ day of _____, 2015.

Signed, Sealed & Delivered
In Presence of

TWO CLARKS LLC

_____ By: _____
Paul H. Clark, III, Member

Dana F. Clark, Member

STATE OF MAINE

Cumberland, ss.

, 2015

Personally appeared the above named **Paul H. Clark, III**, Member, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of **TWO CLARKS LLC**, Before me,

Before me,

Notary Public/Attorney at Law
My commission expires:

DRAFT FINDINGS OF FACT
Major Development Review
Final Site Plan
Planning Board Meeting Date: September 10, 2015

Project Name: Brunswick Landing Subdivision / Avita Memory Care facility
Address: Admiral Fitch Boulevard
Case Number: 15-006
Tax Map: Map 40
Zoning District: BNAS-R, CMU Land Use District
Applicant: Sandy River II, Inc.
509 Forest Avenue
Portland, ME 04112

Authorized Representative: William Conway, PE
Sebago Technics
75 John Roberts Road
South Portland, ME 04106

Staff reviewed the application and has determined it is complete.

PROJECT SUMMARY

Staff review is based on the following application materials:

- A letter from authorized representative for the applicant, William T. Conway of Sebago Technics, Inc., dated August 12, 2015.
- A Site Plan prepared by Sebago Technics, Inc., dated August 10, 2015 and designated Sheet 1 of 1 entitled, "Amended Subdivision Plan of Lots 30 and 32 Brunswick Landing Subdivision Brunswick, Maine for Sandy River II, Inc."

The proposed Amendment is in response to a minor change to a lot line between lot 30 and lot 32 of the Brunswick Landing Subdivision and the creation of a new 30-foot wide utility easement from lot 30 to lot 32. The proposed change in lot area results in lot 30 containing 4.3 acres and lot 32 containing 9.3 acres.

The original July 14, 2015 Findings of Fact and Conditions of Approval for the Avita Memory Care Facility which are attached, will remain in effect, as well as any new conditions the Board may impose. Additionally, the original January 14, 2013 Findings of Fact and Conditions of Approval for the Brunswick Landing Subdivision – Phase 1 *Revised Submission* which are attached, will remain in effect, as well as any new conditions the Board may impose.

DRAFT MOTIONS
AMENDED BRUNSWICK LANDING SUBDIVISION LOT 30 and LOT 32
CASE NUMBER: 15-006

- Motion 1:** That the amended subdivision application is deemed complete.
- Motion 2:** That all applicable prior conditions relating to this amendment remain in effect, in addition to any new conditions contained herein.
- Motion 2:** That the amended Site Plan application is approved with the following conditions added to prior conditions currently in place:
1. That the Board's review and approval does hereby refer to the plans and materials submitted by the applicant and the written and oral comments of the applicant's representatives, reviewing officials and members of the public as reflected in the public record and that 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 review and approval in accordance with the Brunswick Zoning Ordinance.

** All Subdivisions for which Final Plan approval has been granted, and any conditions that have been imposed by the Planning Board for the subdivision or final plan shall be filed in the Cumberland County Registry of Deeds by the applicant. If the applicant fails to record the subdivision plan within 60 days after Development Plan approval by the Planning Board, the approval shall expire. No building permits associated with a subdivision shall be issued unless evidence of all recording requirements is provided by the applicant to the Codes Enforcement Officer.*

If applicable, subdivision approvals by the Planning Board shall expire at the end of five years after the date of Final Plan approval unless all infrastructure work associated with the development is completed (Section 407.4.C of the Brunswick Zoning Ordinance).

APPROVED Findings of Fact
Brunswick Landing Subdivision – Phase 1 Revised Submission
Major Subdivision Plan Final Review
Original Review Date: January 14, 2013
Revised Submission Review Date: February 26, 2013

Project Name: Brunswick Landing Subdivision – Phase 1 *Revised Submission dated 2/14/2013*

Case Number: 12-031

Tax Map: Map 40, Lot 2

Applicant: Midcoast Regional Redevelopment Authority
2 Pegasus Street, Unit #1, Suite 200
Brunswick, Maine 04011

Authorized Representative: Wright-Pierce
99 Main Street
Topsham, ME 04086

PROJECT SUMMARY

The Midcoast Regional Redevelopment Authority (MRRA) has submitted revised final plans for the Phase I Subdivision of Brunswick Landing, dated February 14, 2013. The revised plans are in response to feedback given by the Planning Board at the January 14th and February 5th meetings, in addition to consultations with the Planning Department. For your reference a copy of the original draft findings and earlier plan, dated January 7, 2013 is also enclosed in your packet.

The original submission (1/7/2013) proposed subdividing 43 lots with a total land area of 399.4 acres, whereas the revised submission (2/14/2013) proposes subdividing 44 lots with a total land area of 225.1 acres, which is an overall land area reduction of 174.3 acres, or 43.6%. As with the previous submission, the rights-of-way and lots are established around the existing roadways. The revised subdivision plan has lots based on existing development patterns and FOST parcel boundaries. In addition, several lots have been excluded from the plan that are currently undeveloped and would benefit from additional natural resource investigations. Overall, original lots 2, 3, 5, 9, 12, 13, 23, and 43 were eliminated from the January 7, 2013 plan. Several lots, including 8, 14, 15, 16, 17, and 24, were reduced in size. The resulting February 14, 2013 plan shows several reconfigured lots that are generally smaller in size, contain existing development or have been previously disturbed, and appear to lack high value natural resources.

The applicant has indicated building envelopes for each lot, which apply zoning setback requirements for the R-CMU, R-PO, R-B&TI, and R-R&OS Districts. The applicant has also applied a 10-foot setback to wetlands, which appear on lots 3, 4, 6, 8, 10, 35, 42, 43, and 44. It is recommended that any future development of lots 1-7, 10-12, 35 and 44 be reviewed and approved by the Planning Board due to the need for further field verification of potential natural resources and rare natural communities/threatened or endangered wildlife habitat areas, and due to the close proximity to identified contaminated sites.

The applicant has requested the following waivers:

1. Section 412.2.B.3 – Lot Monumentation: boundaries of all lots and tracts with accurate distances and bearings, locations of all permanent monuments properly identified as existing or proposed.
2. Section 412.2.B.8. – Profiles and cross-sections and curve radii of existing streets.
3. Section 412.2.B.14. – Profile and cross-section of existing sewers.

During its review, the Planning Board identified the need to waive the following sections of the zoning ordinance until the development review phase:

1. Section 412.2.B.5 – Existing zoning district and overlay zone designation.
2. Section 412.2.B.12. – Location of features, natural and artificial, affecting the development, such as water bodies, wetlands, streams, vegetation, rail-roads, ditches and buildings.
3. Section 412.2.B.16. – A Class A (high intensity) Soil Survey prepared in accordance with the standards of the Maine Association of Professional Soil Scientists.
4. Section 412.2.B.17. – Location of all existing trees over 10 inches in diameter, and locations of tree stands.
5. Section 412.2.B.25 – A wetlands map drawn by a specialist delineating wetland boundaries in accordance with the methods prescribed by the U.S. Army Corps of Engineers at the time of the application.
6. Section 412.2.B.28. – Building envelopes showing acceptable locations for principal and accessory structures.

Review Standards from Section 411 of the Town of Brunswick Zoning Ordinance

411.1 Ordinance Provisions

The revised plans demonstrate adherence to all dimensional and lot configuration requirements within the BNAS Reuse Zoning District for subdistricts R-R/OS, R-R, R-CMU and R-PO. *The Board finds that the provisions of Section 411.1 are satisfied.*

411.2 Preservation of Natural Features

Several originally proposed lots have been excluded from the revised plan. They are currently undeveloped and require additional natural resource investigations. No new development is proposed in the revised plan, and there will not be any new disturbances to existing natural features or resources, including rare, threatened and endangered wildlife habitat and rare natural communities. The proposed subdivision is not within a flood hazard area, there are no proposed disturbances to steep slopes, and natural features have been noted for subdivision purposes. Lots 1-7, 35 and 44 contain important natural features that will require further on-site investigation. *The Board finds that the provisions of Section 411.2 are satisfied with the condition that any development proposed for lots 1-7, 35 and 44 shall be reviewed and approved at the Planning Board level.*

411.3 Surface Waters, Wetlands and Marine Resources

No disturbances to water bodies, streams, wetlands or vernal pools have been identified on the plan. Future development activities on lots 1-7, 10-12, 35 and 44 will require further on-site investigation, to delineate wetlands, determine the status of nearby contaminated sites, and evaluate impacts to surface waters, wetlands, and marine resources. *The Board finds that the*

provisions of Section 411.3 are satisfied with the condition that any development proposed for lots 1-7, 10, 35 and 44 shall be reviewed and approved at the Planning Board level.

411.4 Flood Hazard Areas

According to the Federal Emergency Management Agency, there are no floodplains on the Phase 1 subdivision property. *The Board finds that the provisions of Section 411.4 are satisfied.*

411.5 Stormwater Management

The existing stormwater management system on the site consists of a collection system and several stormwater attenuation ponds with discharges in several locations along the perimeter of the property. Stormwater from the site flows to several watersheds including two urban impaired stream watersheds, Jordan Avenue Tributary (Androscoggin River) and Mere Brook (Harpwell Sound). In 2011, the MRRA prepared and submitted a Stormwater Pollution Prevention Plan (SWPPP) to Maine DEP and was granted a Multi-Sector General Permit for stormwater discharge overall. Because no new construction is proposed with this phase of the subdivision, no changes to the stormwater system are required. All future development will require site-specific stormwater management plans, which is a preferred approach when utilizing Low Impact Development techniques in accordance with the Brunswick Landing Design Guidelines and BNAS Reuse Plan. *The Board finds that the provisions of Section 411.5 are satisfied with the condition that stormwater management plans, to the greatest extent practicable, use site-specific, Low Impact Development stormwater management strategies and best practices for all new development, in accordance with Section 504 of the Town's Zoning Ordinance and the Brunswick Landing Design Guidelines and BNAS Reuse Plan.*

411.6 Groundwater

The Town has designated 2 Aquifer Protection Overlay Zones within the Brunswick Landing site, however no activities are proposed or anticipated that will extract groundwater for commercial or residential purposes. In addition, institutional land use controls imposed by deed by the U.S. Navy restricts any groundwater extraction, without Navy approval. Any future development must meet the APZ requirements. The Board finds that the proposed subdivision will not - alone or in conjunction with existing activities - adversely affect the quality or quantity of groundwater. *The Board finds that the provisions of Section 411.6 are satisfied.*

411.7 Erosion and Sedimentation Control

Because no new development is being proposed, the subdivision will not result in soil erosion or a reduction in the land's capacity to hold water. All future development activities requiring development review approval by the Planning Board will be required to apply Best Management Practices as outlined in the Maine Erosion and Sediment Control BMPs, as published by the Maine DEP. *The Board finds that the provisions of Section 411.7 are satisfied.*

411.8 Sewage Disposal

The sewer collection system, including existing sewer lines, manholes, and pump stations, is operated by MRRA and the wastewater is discharged to the Brunswick Sewer District through a trunk line that leaves the site at the main entrance. Because no new development is proposed, there will be no impacts to existing capacity. A letter from the Brunswick Sewer District confirming capacity to serve this subdivision has been provided; the letter does note that future projects and development will require approval from the District. *The Board finds that the provisions of Section 411.8 are satisfied.*

411.9 Water Supply

The water system on the site, including fire hydrants, is operated by MRRA. Water is supplied to the system via two connections to the Brunswick Topsham Water District water distribution system. A letter from the Brunswick-Topsham Water District confirming capacity to serve this subdivision has been provided. *The Board finds that the provisions of Section 411.9 are satisfied.*

411.10 Aesthetic, Cultural and Natural Values

As no development is proposed at this time, the proposed subdivision will not have any undue adverse effect on the scenic or natural beauty of the area, historic sites, or significant wildlife habitat identified by the Maine Department of Environmental Protection, Inland Fisheries & Wildlife, Maine Historic Preservation Commission or by the Town of Brunswick, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline. Future development of all lots must consider such features at the time of proposal in accordance with ordinance standards and other materials included in the FEIS. *The Board finds that the provisions of Section 411.10 are satisfied.*

411.11 Community Impact

Because no new development is proposed, the subdivision will not adversely impact community services. No solid waste impact fee is required as waste is privately contracted by MRRA. Upon such time when new development occurs, the review and permitting process will identify impacts to emergency services and school enrollment. Overall, municipal resources are currently available to service the existing uses on the site. *The Board finds that the provisions of Section 411.11 are satisfied.*

411.12 Traffic

The existing streets are proposed to remain as a private road network that will be maintained by MRRA through a common area maintenance agreement with all Brunswick Landing landowners. The Board finds that the proposed subdivision will not adversely affect the traffic conditions on Bath Road or other public rights-of-way. Any future development requiring site plan approval will be required to evaluate traffic impacts. *The Board finds that the provisions of Section 411.12 are satisfied.*

411.13 Pedestrian and Bicycle Access and Safety

Bicycle riding is permitted on existing streets within Phase 1 of the Brunswick Landing site. A Recreation, Trails, Open Space Management Plan (now under development) for primarily those lands being conveyed to the Town of Brunswick, includes a concept for a perimeter trail to traverse Brunswick Landing. Upon adoption of the management plan by Town Council, any future development of lots created by this subdivision will incorporate the trail system as appropriate. The Board finds that the proposed subdivision will not impact existing accommodations for bicyclists and pedestrian access, safety and circulation within the site. *The Board finds that the provisions of Section 411.13 are satisfied.*

411.14 Development Patterns

No new development is proposed, and any future development will be required to evaluate impacts to development patterns as part of the development review process. *The Board finds that the provisions of Section 411.14 are satisfied.*

411.15 Architectural Compatibility

No new development is proposed, and any future development will be required to evaluate architectural compatibility, in accordance with Brunswick Landing Design Guidelines administered by MRRA. *The Board finds that the provisions of Section 411.15 are satisfied.*

411.16 Municipal Solid Waste Disposal

No solid waste impact fee is required as waste is privately contracted by MRRA. As no new development is proposed, there will be no need for additional solid waste disposal at this time. *The Board finds that the provisions of Section 411.16 are satisfied.*

411.17 Recreation Needs

No development is proposed at this time. Any future residential development will necessitate a determination for recreation impact fees by the Recreation Commission at the time of development review. Presently, the subdivision will not impact the Town's ability to provide recreational services. *The Board finds that the provisions of Section 411.17 are not applicable.*

411.18 Access for Persons with Disabilities

As no new development is proposed, additional access for persons with disabilities is not required at this time. Any future development proposal will require an evaluation of impacts to access for persons with disabilities. *The Board finds that the provisions of Section 411.18 are satisfied*

411.19 Financial Capacity and Maintenance

As no new development is proposed, evidence of financial capacity is not required at this time with the exception of existing roadway maintenance. As mentioned previously, existing roads will be maintained by MRRA, financed through a common area maintenance agreement with all Brunswick Landing landowners. Any future development proposals requiring site plan approval will be required to include evidence of financial capacity. *The Board finds that the provisions of Section 411.19 are satisfied.*

411.20 Noise and Dust

The subdivision will not generate any additional noise and or fugitive dust. Any future development must meet ordinance standards. *The Board finds that the provisions of Section 411.20 are satisfied.*

411.21 Right, Title and Interest

MRRA owns the subject properties or has purchase and sales agreements from the U.S. Navy giving them sufficient right, title and interest to subdivide the land. *The Board finds that the provisions of Section 411.21 are satisfied.*

411.22 Payment of Application Fees

The applicant has paid all applicable development review application fees. *The Board finds that the provisions of Section 411.22 are satisfied.*

411.23 Additional Design Review Guidelines in the BNAS Reuse and Conservation Districts

Activities in the BNAS Reuse District are subject to separate design guidelines established and administered by MRRA. Conformance with the MRRA design guidelines is not subject to consideration as part of the development review process but all applications for development review must demonstrate that they have completed the MRRA design review process. *The Board finds that the design review process is not applicable at this time, but notes that the provisions of Section 411.23 will be completed on a site-specific basis during the development review process.*

411.24 Environmental Compliance in the BNAS Reuse and Conservation Districts

The proposed subdivision complies with all state, federal and local institutional land use controls applicable to the property and that the subdivision is in conformity with all applicable environmental restrictions. It is noted that a Materials Management Plan (revised October 2, 2012) was prepared for MRRA to describe the procedures required for the management of contaminated soil, groundwater, and equipment encountered during development activities. *The Board finds that the provisions of Section 411.24 are satisfied conditioned upon evidence of compliance on a site-specific basis at time of future development.*

MOTIONS BRUNSWICK LANDING SUBDIVISION – PHASE 1 MAJOR SUBDIVISION PLAN FINAL REVIEW CASE#: 12-031

Motion 1: That the major development review application is deemed complete.

Motion 2: That the Board waives the following requirements with the condition that they be submitted as part of an application for development review of any proposed new development in the subdivision:

1. Section 412.2.B.3 – Lot Monumentation: boundaries of all lots and tracts with accurate distances and bearings, locations of all permanent monuments properly identified as existing or proposed.
2. Section 412.2.B.5 - Existing zoning district and overlay zone designation.
3. Section 412.2.B.8. – Profile, cross-section dimensions, and curve radii of all existing streets.
4. Section 412.2.B.12. – Location of features, natural and artificial, affecting the development, such as water bodies, wetlands, streams, vegetation, rail-roads, ditches and buildings.
5. Section 412.2.B.14. – Profile and cross-section of existing sewers.
6. Section 412.2.B.16. – A Class A (high intensity) Soil Survey prepared in accordance with the standards of the Maine Association of Professional Soil Scientists.
7. Section 412.2.B.17. – Location of all existing trees over 10 inches in diameter, and locations of tree stands.
8. Section 412.2.B.25 – A wetlands map drawn by a specialist delineating wetland boundaries in accordance with the methods prescribed by the U.S. Army Corps of Engineers at the time of the application.
9. Section 412.2.B.28. – Building envelopes showing acceptable locations for principal and accessory structures.

Motion 3: That the Final Subdivision 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, his 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. Provision of a fully executed Common Area Maintenance Agreement, as described in Note # 8 of Drawing 1 of 7.
3. Lot 13 is excluded from the final, approved subdivision plan and is combined with the remaining Lands of MRRA.
4. As part of the development review process for any future development, a qualified ecologist shall fully document and delineate rare natural communities and rare plant occurrences for Lots 2, 3, & 11.
5. Development review approval by the Planning Board is required for all future development of lots 1-7, 10-12, 35 and 44, in order to demonstrate compliance with the provisions of Section 411.2 of the Town of Brunswick Zoning Ordinance "Preservation of Natural Features".
6. Development review approval by the Planning Board is required for all future development of lots 1-7, 10-12, 35 and 44, in order to demonstrate compliance with the provisions of Section 411.3 of the Town of Brunswick Zoning Ordinance "Surface Waters, Wetlands and Marine Resources".
7. Depict locations of all groundwater monitor wells within the Phase I subdivision plan.
8. Stormwater Management Plans will be required for all future development and, to the greatest practical extent, site-specific, Low Impact Development stormwater management strategies and practices are required for all new development, in accordance with Section 504 of the Town's Zoning Ordinance and the Brunswick Landing Design Guidelines and BNAS Reuse Plan.
9. Plan notes and legends shall be amended to reference "approximate" locations of wetlands, vernal pools, NRPZ boundaries, and all other natural resources that require further delineation, as part of the development review process.
10. In accordance with Section 411.24, Environmental Compliance in the BNAS Reuse and Conservation Districts, the applicant must provide evidence of compliance on a site-specific basis at time of future development.

** All Subdivisions for which Final Plan approval has been granted, and any conditions that have been imposed by the Planning Board for the subdivision or final plan shall be filed in the Cumberland County Registry of Deeds by the applicant. If the applicant fails to record the subdivision plan within 60 days after Development Plan approval by the Planning Board, the approval shall expire. No building permits associated with a subdivision shall be issued unless evidence of all recording requirements is provided by the applicant to the Codes Enforcement Officer.*

If applicable, subdivision approvals by the Planning Board shall expire at the end of five years after the date of Final Plan approval unless all infrastructure work associated with the development is completed (Section 407.4.C of the Brunswick Zoning Ordinance).

APPROVED FINDINGS OF FACT
Major Development Review
Final Site Plan
Planning Board Approval: July 14, 2015

Project Name: Avita Memory Care Facility
Address: Admiral Fitch Boulevard
Case Number: 15-006
Tax Map: Map 40, Lot 50 & 82
Zoning District: BNAS-R, CMU Land Use District
Applicant: Sandy River II, Inc.
509 Forest Avenue
Portland, ME 04112

Authorized Representative: William Conway, PE
Sebago Technics
75 John Roberts Road
South Portland, ME 04106

Staff reviewed the application and has determined it is complete.

PROJECT SUMMARY

The applicant, Sandy River II, Inc. proposes to redevelop an existing, partially developed site in Brunswick Landing, formerly a small trailer park, located on a 13.64 acre parcel bounded by Admiral Fitch Avenue, Neptune Drive and Anchor Drive. A new single story, 47,703 square foot building, housing a 70-bed assisted living memory care facility with two parking areas totaling 65 parking spaces, is proposed to be constructed. Primary access will be provided from Admiral Fitch Avenue with secondary emergency access provided from Neptune Drive. The proposed project will result in the creation of 2.71 acres of impervious area and 4.93 acres of disturbed area.

The project has received conditional approval from the Maine DEP under the Stormwater Management Law, dated 7/6/15.

Staff review is based on the following application materials:

- Major Development Review Plan application packet prepared by Sebago Technics, dated June 2, 2015.
- Stormwater Management Plan prepared by Sebago Technics, dated June 2015.
- The following set of drawings prepared by Sebago Technics and dated 6/2/15:
 - Sheet 1 entitled Cover Sheet
 - Sheet 2 entitled Existing Conditions and Site Demolition Plan
 - Sheet 3 entitled Overall Site Plan
 - Sheet 4 entitled Site Plan
 - Sheet 5 entitled Site Plan
 - Sheet 6 entitled Grading and Utility Plan
 - Sheet 7 entitled Grading and Utility Plan
 - Sheet 8 entitled Landscape Plan
 - Sheet 9 entitled Landscape Plan
 - Sheet 10 entitled Details

- Sheet 11 entitled Details
- Sheet 12 entitled Details
- Sheet 13 entitled Details

The following waivers have been requested by the applicant:

4. Section 412.2.B.8 Profile, cross-section dimensions, curve radii of existing streets. *No alterations of Admiral Fitch Boulevard are proposed.*
5. Section 412.2.B.16 Class A High Intensity Soil Survey. *No subsurface disposal systems are proposed, which would necessitate a soils survey.*
6. Section 412.2.B.17 Location of trees over 10” in diameter. *Most vegetation is being preserved; few trees to be taken down are unavoidable. Survey would entail a large cost with no apparent benefit.*

Staff recommends approval of the requested waivers.

Review Standards from Section 411 of the Town of Brunswick Zoning Ordinance

411.13 Ordinance Provisions

The property is located in the BNAS Reuse Zoning District, Community Mixed Use Land Use District (R-CMU) and within the approved Brunswick Landing Common Development Plan area. The proposed development complies with all applicable standards of the R-CMU Zoning District and that of the Common Development Plan dimensional and density standards. *The Board finds that the provisions of Section 411.1 are satisfied.*

411.14 Preservation of Natural Features

There are no existing features on the site that would be considered as having natural, scenic, or historic value to the Town and was partially developed by the US Navy. There are no surface waters, wildlife habitats, steep slopes, or other mapped natural resources on the property. Overall, the development does not occur within or cause harm to any land which is not suitable for development. *The Board finds that the provisions of Section 411.2 are satisfied.*

411.15 Surface Waters, Wetlands and Marine Resources

No water bodies, streams, wetlands, or vernal pools have been identified on the site. The project will drain into a tributary with the Mere Brook Watershed which is classified as an urban impaired watershed. However, the project does not trigger the urban impaired stream standard as it will not result in three acres or more of impervious area. Stormwater drainage patterns will generally remain the same as predevelopment conditions. Runoff from the parking areas and the front half of the roofs will be directed to a grassed underdrained soil filter where it will be treated for water quality. As such, the project will not adversely affect the water quality of Casco Bay or its estuaries. *The Board finds that the provisions of Section 411.3 are satisfied.*

411.16 Flood Hazard Areas

The project area is not located within a 100 year flood hazard zone. *The Board finds that the provisions of Section 411.4 are satisfied.*

411.17 Stormwater Management

The applicant proposes to construct a stormwater management system for an approximately 47,700 square foot building with associated parking and access drive on two lots, resulting in the creation of approximately 2.71 acres of impervious area and 4.93 acres of disturbed area. The

applicant submitted a stormwater management plan to Maine DEP and the Town based on the Basic and General Standards contained in Maine DEP Department Rules, Chapter 500. The proposed stormwater management system consists of catch basins, a subsurface drainage system and four vegetated underdrained soil filters.

The stormwater management plan received conditional approval from Maine DEP on July 6, 2015 and was approved by the Town's consulting engineer, Sitelines PA, on June 29, 2015. The project satisfies the recommended stormwater quality standards described in the Maine Stormwater Best Practices Manual, published by the Maine Department of Environmental Protection, as amended. *The Board finds that the provisions of Section 411.5 are satisfied conditioned upon the review and inspection of final as-built storm water improvements by the storm water design consultant and a statement provided to the Director of Planning and Development indicating satisfactory installation in accordance with the approved design.*

411.18 Groundwater

The project is not located within an aquifer protection zone. Stormwater treatment features will be developed to meet minimum separation requirements to groundwater. In addition, no onsite groundwater extraction will be permitted unless first approved by the US Navy. The Board finds that the development will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater. *The Board finds that the provisions of Section 411.6 are satisfied.*

411.19 Erosion and Sedimentation Control

An Erosion and Sedimentation Control plan for the site construction and long term operation has been developed following the Maine DEP Best Management Practices. There are no steep slopes on the property. The disturbed areas of the site will be isolated through the use of silt fencing and other measures designed to minimize the transport of sediment from the site. The erosion and sedimentation control plan has been reviewed by the Town's consulting engineer, who determined that it will not cause unreasonable soil erosion or reduction in the land's capacity to hold water so that a dangerous or unhealthy situation results. *The Board finds that the provisions of Section 411.7 are satisfied*

411.20 Sewage Disposal

A letter from the Midcoast Regional Redevelopment Authority indicating ability to serve the project has been included in the application materials. *The Board finds that the provisions of Section 411.8 are satisfied.*

411.21 Water Supply

A letter from the Midcoast Regional Redevelopment Authority indicating ability to serve the project has been included in the application materials. *The Board finds that the provisions of Section 411.9 are satisfied.*

411.22 Aesthetic, Cultural and Natural Values

This site is not located within the Natural Resource Protection Zone, or Village Review Zone. Overall, the proposed project will not have any undue adverse effect on the scenic or natural beauty of the area, historic sites, or significant wildlife habitat identified by the Maine Departments of Environmental Protection and Inland Fisheries & Wildlife or by the Town of Brunswick, or rare and irreplaceable natural areas. The landscaping plan has been reviewed by the Town Arborist and found to be acceptable. *The Board finds that the provisions of Section 411.10 are satisfied.*

411.23 Community Impact

The new use will not significantly impact the community in terms of water and sewer service, traffic and solid waste or emergency services. MRRA has confirmed its capacity to serve the project. The Public Works Director confirmed that a solid waste impact fee is required. The town's emergency services are able to adequately serve the location with the addition of a fire lane as requested. No impact on school enrollment is anticipated as a result of the project. Overall, municipal resources are available to service the project. *The Board finds that the provisions of Section 411.11 are satisfied.*

411.24 Traffic

Due to the type of use, this facility generates very little traffic, as residents do not own vehicles. Vehicle trips are limited to visitors, staff and deliveries. There will be no adverse impacts from the project upon surrounding road systems. The development provides for 65 vehicle parking spaces. The Zoning Ordinance does not specify the number of parking spaces required for this type of use. Therefore, provisional parking standards are being used (Section 512.2.B.). In this case, parking is based on number of employees (30) and visitors (1 space/3 beds = 20) with provision for employee shift changes (15) for a total of 65 parking spaces. Staff agrees that based on use and number of employees and anticipated visitors, adequate parking is provided. *The Board finds that the provisions of Section 411.12 are satisfied.*

411.13 Pedestrian and Bicycle Access and Safety

Due to the type of use, no bicycle parking is provided for residents, or any pedestrian connections to outside the fenced courtyards. The project is designed to be a secured area for the safety of the residents. However, it is recommended that bicycle parking be provided onsite for staff and/or visitors. *The Board finds that the provisions of Section 411.13 are satisfied conditioned upon the provision of adequate bicycle parking onsite.*

411.14 Development Patterns

The proposed development is within the town's Growth Area. The project will utilize public water and sewer service provided by MRRA. The development is consistent with the area's reuse plan and is within the Community Mixed Use area. Site lighting meets the Town requirements and is adequate as shown. The development is respectful of Brunswick's historic development pattern and will have no adverse impact on adjacent residential areas. *The Board finds that the provisions of Section 411.14 are satisfied.*

411.20 Architectural Compatibility

MRRA's Design Review Committee met on June 11, 2015 to review the proposed architectural elevations and determined the design to be consistent with MRRA's Design Guidelines. *The Board finds that the provisions of Section 411.15 are satisfied.*

411.21 Municipal Solid Waste Disposal

Based on a similar project in Brunswick, the applicant's engineer calculated the solid waste impact fee based on estimated annual tonnage generated onsite. The Town's Director of Public Work has reviewed and approved the impact fee as calculated in the total amount of \$7,105.00 to be paid prior to the issuance of a building permit. The development will not cause an unreasonable burden on the municipality's ability to dispose of solid waste. *The Board finds that the provisions of Section 411.16 are satisfied, with the condition that the solid waste impact fee of \$7,105.00 is paid to the Town prior to the issuance of a building permit.*

411.22 Recreation Needs

This project will be reviewed by the Recreation Commission at their July 15, 2015 meeting to determine satisfactory compliance with the standards set forth in Section 519 of the Brunswick

Zoning Ordinance. *The Board finds that the provisions of Section 411.17 are satisfied upon a determination by the Recreation Commission that the project complies with standards set forth in Section 519 of the Brunswick Zoning Ordinance.*

411.23 Access for Persons with Disabilities

The development shall comply with the Americans with Disabilities Act as applicable. Accessible parking has been provided. *The Board finds that the provisions of Section 411.18 are satisfied.*

411.24 Financial Capacity and Maintenance

The applicant not yet securing the financing it needs for the project and will do so upon obtaining all necessary approvals. The Board conditions the project approval on the applicant securing the necessary financing. *The Board finds that the provisions of Section 411.19 are satisfied, conditional upon the applicant submitting documentation to the Planning & Development Department showing that necessary financing for the project is in place prior to receiving a building permit.*

411.20 Noise and Dust

Best Management Practices as outlined in the Maine Erosion and Sediment Control BMP's published by the Maine Department of Environmental Control, will be utilized to control dust during construction. Noise will be limited through the compliance of the site contractor with the standard hours of construction per Section 524.1. Upon construction completion, there are no anticipated impacts with regard to noise or dust. *The Board finds that the provisions of Section 411.20 are satisfied.*

411.21 Right, Title and Interest

A Purchase and Sales Agreement is contained in the application providing the applicant with sufficient right, title and interest to develop the land. *The Board finds that the provisions of Section 411.21 are satisfied.*

411.22 Payment of Application Fees

The applicant has paid all applicable development review application fees. *The Board finds that the provisions of Section 411.22 are satisfied.*

411.23 Additional Design Review Guidelines in the BNAS Reuse and Conservation Districts

As noted previously in Section 411.15, the MRRA Design Review Committee has approved the facility's design on June 11, 2015. *The Board finds that the provisions of Section 411.23 are satisfied.*

411.24 Environmental Compliance in the BNAS Reuse and Conservation Districts

The site is within the BNAS Reuse District and ground disturbance activities at the site will require compliance with the Groundwater and Soils Management Plan. A copy of the environmental restrictions, provisions and conditions including in FOST 2011-3 for the former Naval Air Station Brunswick, Maine is included in the application. *The Board finds that the provisions of Section 411.24 are satisfied.*

**APPROVED MOTIONS
AVITA MEMORY CARE FACILITY
CASE NUMBER: 15-006**

Motion 1: That the Major Development Review Final Site Plan application is deemed complete.

Motion 2: That the Board waives the following requirements:

1. Section 412.2.B.8 Profile, cross-section dimensions, curve radii of existing streets.
2. Section 412.2.B.16 Class A High Intensity Soil Survey.
3. Section 412.2.B.17 Location of trees over 10” in diameter.

Motion 3: That the Major Development Final Site Plan application 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 prior to the issuance of a building permit that the municipal solid waste fee of \$7,105.00 is paid to the Town.
3. That prior to the issuance of a building permit, a determination by the Recreation Commission that the project complies with standards set forth in Section 519 of the Brunswick Zoning Ordinance.
4. That prior to the issuance of a building permit, the applicant provides documentation of financial capacity to complete the project, to the satisfaction of the Director of Planning and Development.
5. That prior to the issuance of a Certificate of Occupancy, the applicant shall have the storm water design consultant review and inspect the final as-built storm water improvements and the consultant will submit a statement to the Director of Planning and Development indicating that all storm water management improvements have been satisfactorily installed in accordance with the approved design.
6. That prior to the issuance of a Certificate of Occupancy, that adequate bicycle parking be provided onsite.

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

August 26, 2015

STAFF REVIEW COMMITTEE NOTES

Staff present:

Anna Breinich (Planning and Development Director), Jeff Hutchinson (Codes Enforcement), Jared Woolston (Planning), Peter Baecher (Parks and Recreation Department), Rob Pontau, (Sewer District), John Foster (Public Works) and Dick Rizzo (Police Department). Non-voting staff: Julie Erdman (Administrative Assistant)

Applicants present: Steve and Susan Loeb; Byron Bouchard; Will Conway, Sebago Technics; Bob Rocheleau, MRRA; Jan Wiegman, Wright-Pierce; David Latulippe, Priority Real Estate Group; Doug Reynolds, Gorrill-Palmer.

Public present: Elizabeth Butler, Peter Blyberg and Ned Ford.

1. **Case # 15-035 – 25 Monument Lane:** In accordance with Section 304.8.B of the Brunswick Zoning Ordinance, the Staff Review Committee will review and take action on a **Minor Development Review** application submitted by Susan and Stephan Loeb to demolish an existing residence and build a new residence, on an 11,326 square foot parcel located at 25 Monument Lane. **Located in the Coastal Protection 1 (CP1) Zoning District and Natural Resource Protection Zone; Assessor’s Map MP1, Lot 6.**

Present for applicant/comments from the applicant: Stephen Loeb (Applicant/Owner) and Byron Bouchard (Authorized Representative)

Stephen Loeb indicated that his home (existing structure) contains rotting rafters he was advised to demolish and replace that structure within the existing square footage. Byron Bouchard (representative for applicant) represented himself as a contractor with 6 Rivers Construction and indicated that the home was purchased in 1995.

Staff comments/questions of applicant:

Anna Breinich

- o Indicated that the project is within the Natural Resources Protection Zone (NRPZ) and therefore requires staff review for approval and does not require planning board approval.

Jeff Hutchinson:

- o Indicated that he has been on-site twice and has been working with the contractor and owner to determine the location for the proposed replacement home. Jeff further indicated that the proposed location appears to meet the ordinance; however, the proposed 12-foot wide patio (towards the resource) seems excessive and asked if the patio could be reduced as 8-10 feet wide should be sufficient. BB: Stairs will go down to side, tree root system may interfere when reducing size of patio. JH: Is eight feet okay? SL Yes.
- o Stairs on the side are further from shore so that is good. At the rear of the building you have mature trees and the septic tank and pump station, so it would be hard to move the home elsewhere (in consideration of moving to greatest practical extent from resource).
- o We will look at closer at square footage for expansion during building permit process. The proposal is well within the impervious surface requirements.
- o Shared septic system? How many existing and proposed bedrooms? SL: 3 Existing & 3 Proposed. I believe each of the four homes on leach field has three bedrooms. AB: Doesn't "shed" have a guest bedroom? SL: Yes.

Rob Pontau:

- System (septic) is approved for 14 bedrooms which includes four bedrooms at 25 Monument, so as long as there is no increase will send email confirmation for permit to Jeff Hutchinson.

Peter Blyberg, abutter, indicated septic system mound is listed for 14 bedrooms, 4 for 15 Monument, 4 for 19 Monument, 3 for 23 Monument, and 3 for 25 Monument.

Elizabeth Butler, abutter stated that variance was granted for septic for 14 bedrooms only and it is important to bring into conformity, it is the right thing to do for communal system. Trust that square feet, volume, and impervious surface will be addressed in the permit process. As far as location of structure to proximity of water - would like to see patio move to current deck location due to erosion in the area. Think runoff will increase problems and moving will minimize them. We are one good storm away from big problem.

BB: Soil will be disturbed in construction anyway. Patio will be pervious surface.

EB: Please don't allow.

JH: Square footage of structure is not increasing.

EB: Patio and house should be viewed differently.

JH: Not the way it is done. Pervious pavers are a big help. Need retaining wall or something to stabilize the area.

EB: Please analyze impacts on abutters and do not allow new outdoor space.

EB: Please issue no blasting restriction for this project.

JH: We can't. Blasting is allowed in town without a permit.

EB: Is NRPA permit needed?

JW: In my opinion, yes, within 75 feet of coastal wetland.

JH: Simple one page permit process, Jared can help you with.

Ned Ford: Live across from cove and support project and know that they will meet are requirements.

John Foster:

- Have you settled on pervious block? There are different types and recommended installations. Applicant should submit type and manufacturer recommended installation to make sure it is being met.

AB: Application deemed complete?

Moved for approval by Jeff Hutchinson, Dick Rizzo seconded. All in favor, none opposed – motion passed.

Plan application with conditions:

1. That the Committee'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. Patio reduced to eight feet wide and site plan revised to show revised patio, septic tank and pump station.
3. Prior to building permit, submit a NRPA permit to DEP
4. Prior to building permit, submit manufacturer's pervious paver installation information

Moved for approval by Rob Pontau, Jeff Hutchinson seconded. All in favor, none opposed – motion passed.

SL: Next steps?

JH: You've submitted some information, at this point you can meet with Carl – Julie can schedule a meeting for you. He'll look at 30%. All conditions go to Anna Breinich.

2. **Case # 15-037 Brunswick Landing Subdivision Lots 30 and 32 Amendment:** The Committee will review and provide comment to the Planning Board regarding a combined **Major Development Review** application, submitted by Sandy River II, Inc., dba Sandy River Company, to revise boundary lines for Lots 30 and 32 of the approved Brunswick Landing Subdivision Plan, Phase 1. **Located in BNAS Reuse Zoning District Reuse-Residential (RR); Assessor's Map 40, Lots 50 & 82.**

Present for applicant/comments from the applicant: Will Conway, Sebago Technics and Bob Rocheleau, MRRA.

WC: Landry French is the construction manager, plan to start in October. Need nine acres for Avita Project. The proposed change will result in 9.3 acres on Lot 32 and Lot 30 would retain 9.4 acres. Avita owners agreed to easement for access (recommended by Planning Board) and signage to Lot 30. There is also a sewer easement.

BR: Want to make sure we are all on board with the lot lines moving - MRRA still owns the property. Steve Levesque has been away and will check with him on this.

Staff comments/questions of applicant:

Jeff Hutchinson:

- o Plan will have to be re-recorded after amendment approved by Planning Board.

3. **Case # 15-020 Brunswick Landing Subdivision, Phase 2:** The Committee will review and provide comment to the Planning Board regarding a **Final Plan Major Development Review** application submitted by the Midcoast Regional Redevelopment Authority for the proposed creation of eleven (11) new lots, a proposed private street to intersect with Orion Street, and associated improvements. The project is situated on 21.55 acres to the east of Orion Street, in the **BNAS Reuse District, within the Business & Technology Industries Land Use District (RBTI). Assessor's Map 40, Lots 55 & 81.**

Present for applicant/comments from the applicant: Jan Wiegman, Wright-Pierce and Bob Rocheleau, MRRA.

Staff comments/questions of applicant:

Anna Breinich:

- o Sketch was for 7 lots but now 4 lots have been added for a total of 11 proposed lots because additional land was conveyed. Jan W: 9 acres already conveyed. FOST issued for lots 52; 3, 4 and 5. Entire site covered by purchase and sales agreement, all to be conveyed at some point. Nothing has changed with Commerce Drive. We mapped wetlands around ponds and have kept lots out of ponds. We put a lot line down wetland finger. Utilities are there. Porous pavement roadway to meet stormwater standards. Meet with DEP next week to answer questions they have about permit.

Jeff Hutchinson:

- o What's on lot 55? Jan W: 2 Buildings and sewage pump structure.

- Lot 54? BR: Neptune galley, hobby shop on corner of 53.
- Lots seem to meet all space and bulk requirements.
- Jan W: Extended road to give access to 41 and 59. Did not want to put road to end if we'd never need it. Have temporary easement to turnaround. BR: Would look like the end of princess point with a possibility of connection in the future.

John Foster:

- We don't allow a public road turnaround to also be used for driveway lot access but this is a planned private road so we don't require the turnaround to be located beyond any lot driveway.
- AB: There are road standards. Jeff Emerson couldn't be here so we'll get his comments later. Interconnectivity will come up at planning board.
- Hydrant is located in a 3' drop off area at end of road. Do not think Fire Dept. will like this location.
- Shows swale at Lot 48. Development would have to deal with runoff, can't fill lot.

4. Case # 15-040 Bangor Savings Bank: The Committee will review and provide comment to the Planning Board regarding a combined **Major Development Review** application submitted by CJ Properties, Inc. for the construction of a new 3,400 square foot Bangor Savings Bank facility, including two drive-up windows, pocket park and parking lot. The project is located on a 19,641 square foot parcel at the NE corner of Maine and Mason Streets, in the **Town Center 1 (TC1) Zoning District and Village Review Overlay Zone. (Assessor's Map U14, Lots 163 and 165.**

Present for applicant/comments from the applicant: David Latulippe (DL), Priority Real Estate Group, and Doug Reynolds (DR), Gorrill-Palmer

DL: Corner of Mason and Maine. Corner is too small of a lot without taking Blessings as well. Blessings finally agreed to sale due to condition of building. Have pocket park plans from Wallace Penfold - BSB will maintain. Proposing all new pavers in town ROW (at BSB cost). Effect on traffic is minimal. We do need "no parking" signs on Mason in right arrow area.

DR: Going from four curb cuts to one. Right turn drive through raised concrete island to provide space for dumpster. Will be able to provide one more parking spot on Maine. Placed building parallel to road – better visually. Directing runoff towards route 1 corridor through riprap slope. Utilities there, want natural gas but can't do this year.

DL: Side entrance visible from Maine St. Bike rack. Sidewalk access to pocket park. Solar awnings, hip roof, red brick to look like older buildings, fits in with adjacent roof lines. Met with members of downtown historic district and they are pleased with plan.

Staff comments/questions of applicant:

John Foster:

- Curb moving down. May have to get pulled back a bit - narrowing roadway. Have 12 ½' for each lane (25').
- Looked at site drainage and have no issue as proposed plan has less impervious area.
- ROW is minimal here. Town doesn't even own enough for sidewalk but BSB has agreed to provide easement for town sidewalk at intersection as shown on the plan. There are existing curb tip downs along Mason Street for discontinued driveways that need to be raised or replaced. DL: We'll replace. We want it to look nice.
- At driveways, provide a straight curb tip-down to roadway, no bullnose or radius curb across the sidewalk space.

Jared Woolston:

- Meet with BBPAC? DL: Sure, just say when. JW: Will send dates.

Jeff Hutchinson:

- How will dumpsters be accessed with a full lot? DG: It will be after hours.
- How about arrows on pavement at entrance in addition to parking lot arrows? DL: Sure.
- Road frontage? DR: 105' on Maine, 107' on Mason.
- How will folks coming from Federal know this bank? DL: Wall sign. Have monument sign on Maine St.

Peter Baecher:

- Possible tree in bump out before bridge. JF: That location won't work with our road crew.
- Will review landscape plan more but looks good. DL: It's a native plant combination.

Dick Rizzo:

- Not sure if Mason Street is designated a no parking zone in ordinance. Would need to go to Town Council to get approval on "no parking" signs. JF checked traffic ordinance and Mason Street is already in ordinance for no parking for entire length, both sides. Therefore, town can erect no parking signs now if deemed needed.

END



August 12, 2015
14280

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

Amended Subdivision Plan Application
Lot 30 and Lot 32, Brunswick Landing Subdivision

Dear Anna,

We are pleased to submit the enclosed application materials for a proposed lot configuration amendment within the Brunswick Landing subdivision. Lot 30 and Lot 32 comprise a 13.64 acre parcel of land bounded by Admiral Fitch Avenue, Neptune Drive and Anchor Drive.

As you are aware, the Avita Memory Care facility recently received final site plan approval from the Planning Board. Upon consideration of the site plan configuration, the applicant wishes to reconfigure Lot 30 to accommodate a future use, while Avita would occupy the remaining land situated on Lot 32.

As depicted on the attached plan, Lot 30 would include 4.35 acres while Lot 32 would contain 9.30 acres. Each lot reserves an easement for the other lot, as shown on the plan.

This project conforms to the requirements of the R-CMU Zoning District and 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 Planning Board in the coming weeks.

Sincerely,

SEBAGO TECHNICS Inc. / Agent for Applicant

A handwritten signature in black ink that reads "William T. Conway". The signature is written in a cursive, flowing style.

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

WTC/llg
Enc.

**MAJOR DEVELOPMENT REVIEW
FINAL PLAN APPLICATION**

1. Project Name: Amended Subdivision Plan, Lot 30 and 32, Brunswick Landing Subdivision

2. Project Applicant
Name: Sandy River II, Inc. dba Sandy River Company
Address: 509 Forest Avenue
Portland, ME 04112
Phone Number: 207.233.8665

3. Authorized Representative
Name: William Conway Sebago Technics
Address: 75 John Roberts Road
Portland ME 04106
Phone Number: 207.700.7055

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

- 1. Sebago Technics
- 2. _____
- 3. _____

5. Physical location of property being affected: Brunswick Landing Lot 30 and 32

6. Lot Size: 13.64

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? Option to Purchase

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

10. Brief description of proposed use: Reconfigure Lot 30 and 32

11. Describe specific physical improvements to be done: N/A

Owner Signature: _____

Applicant Signature (if different): _____

Required Attachments (by Applicant):

- * Final Plan Check List
- * Final Plan Requirements for Open Space Developments (if applicable)
- * Request for Waivers (if applicable)

- Required Copies of Final Plan

Required Attachment (by Planning and Development Department):

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

FINAL PLAN REQUIREMENTS

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

Item	O	S	NA	W	P	Comments
Name of Development		X				
Scale, date, north point, area, number of lots (if subdivision)		X				
Boundaries of all lots and tracts with accurate distances and bearings, locations of all permanent monuments property identified as existing or proposed.		X				
Certification by a professional land surveyor that the land has been surveyed and the boundaries established in accordance with the State of Maine Board of Licensure for Professional Surveyors standards for Category 1 (Standard Boundary Survey), conditions 1, 2, or 3.		X				
Existing zoning district and overlay designation.		X				
Names of engineer and surveyor; and professional registration numbers of those who prepared the plan.		X				
Names of current owner(s) of subject parcel and abutting parcels.		X				
Name, location, width of paving and rights-of-way, profile, cross-section dimensions, curve radii of existing and proposed streets; profiles of center-lines of proposed streets, at a horizontal scale of 1" equals 50' and vertical scale of 1 inch equals 5 feet, with all elevations referred to in U.S.G.S. datum.		X				
A general road plan noting circulation, direction, traffic control devices, street lighting and type of lighting proposed.			X			
Existing and proposed easements associated with the development.		X				
Kind, location, profile and cross-section of all proposed drainage facilities, both within the development and outside of it, and a storm-water management plan which includes the submission requirements listed in the storm-water management checklist available in the Planning Department.			X			
Location of features, natural and artificial, such as water bodies, wetlands, streams, vegetation, railroads, ditches and buildings.			X			

Location of existing and proposed utilities; water, sewer, electrical lines, and profiles of underground facilities. Tentative locations of any private wells.		X			
Existing and proposed location, size, profile and cross section of sanitary sewers; description, plan and location of other means of sewage disposal with evidence of soil suitability.			X		
Topography with counter intervals of not more than 2 feet.			X		
A Class A (high intensity) Soil Survey prepared in accordance with the standards of the Maine Association of Professional Soil Scientists.			X		
Location of all existing trees over 10 inches in diameter, locations of tree stands, and a plan showing all trees to removed as a result of the development proposal.				X	
Lighting plan showing details of all proposed lighting and the location of that lighting in relation to the site.			X		
Existing locations and proposed locations, widths and profiles of sidewalks.		X			
Location map.		X			
Approximate locations and dimensions of proposed parking areas.			X		
Proposed ownership and approximate location and dimensions of open spaces for conservation and recreation.			X		
Grading, erosion control, and landscaping plan; proposed finished grades, slopes, swells, and ground cover or other means of stabilization.			X		
Reference to special conditions stipulated by the Planning Board, with conditions either set forth in full or on the plan or identified as specific documents filed with the Board.		X			
A wetlands map drawn by a specialist delineating wetland boundaries in accordance with the methods prescribed by the US Army Corps of Engineers.			X		
Dedicated public open spaces, areas protected by conservation easements, and existing and proposed open spaces or recreation areas.			X		

For Open Space Development, a note indicating the total permitted lot count of the entire land tract based upon the destiny standards in this Ordinance, the number of lots created by the Plan, and the numebr of lots permitted to be subdivided in the future, as well as a table showing setback requirements and impervious surface coverage limits for each lot.			X			
Building envelops showing acceptable locations for principal and accessory structures.		X				

FINAL PLAN/SUPPORTING DOCUMENTS

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

Item	O	S	NA	W	P	Comments
Documentation of Ownership or contract.		X				
Drafts of legal documents appropriate to the application, including: deeds, easements, conservation easements, deed restrictions or covenants, home/property owners association declarations and by-laws, and such other agreements or documents as are necessary to show the manner in which conservation land will be owned, maintained, and protected.			X			
Draft performance guarantee or conditional agreement.			X			
Disclosure of any required permits from the Department of Environmental Protection, Marine Resources, US Army Corps of Engineers, Department of Inland Fisheries and Wildlife, or other agencies, as applicable; or, if a permit has already been granted, a copy of that permit.			X			
Any additional studies required by the Planning Baord, which are deemed necessary in accordance with this Ordiancne.					X	
Storm water management program for the propsed project prepared by a professional engineer.			X			
A storm water management checklist prepared by the Cumbreland County Soil and Water Conservation District made availabel at the Brunswick Department of Planning and Development.			X			

An erosion and sedimentation control checklist prepared by the Cumberland County Soil and Water Conservation District.			X			
A statement from the Brunswick-Topsham Water District of conditions under which water will be provided.			X			
A statement from the Brunswick-Topsham Water District of its review and comments on the proposed use if the project involves development within the Aquifer Protection Zone.			X			
A Statement from the Fire Chief recommending the number, size, and location of hydrants, available pressure levels, road layout and street and project name, and any other fire protection measures to be taken.			X			
A statement from the Superintendent of the Brunswick Sewer District of the conditions under which the Sewer District will provide sewerage disposal service and approval of the sanitary sewers proposed within the development.			X			
Where a septic system is to be used, evidence of soil suitability.			X			
All applicable materials necessary for the reviewing entity to review the proposal in accordance with the Criteria of Section 411.					X	
A plan of all buildings with new construction or expansion of an existing facility, including type, size, and footprint, floor layout, setback, elevation of first floor slab, storage, and loading areas.			X			
An elevation view of all sides of each building proposed indicating height, color, bulk, surface treatment, and signage.			X			
A circulation plan describing all pedestrian and vehicle traffic flow on surrounding road systems.			X			
The size and proposed location of water supply and sewage disposal systems.			X			
A site landscaping plan indicating grade change, vegetation to be preserved, new plantings used to stabilize areas of cut and fill, screening, the size, location and purpose and type of vegetation.			X			

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.

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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]

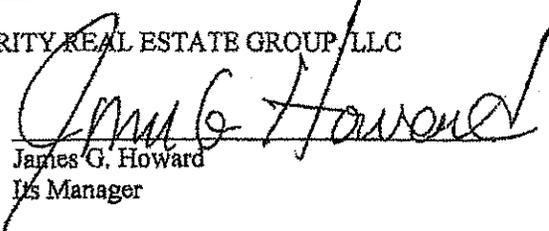
~~IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this~~
Agreement on the day and year written below.

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

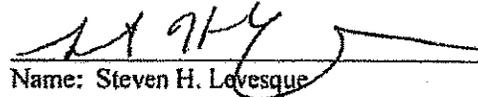
JOINDER

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 G

Notice Addresses

(a) Seller:

James G. Howard
Priority Real Estate Group, LLC
2 Main Street, Suite 200
Topsham, Maine 04086
Email: jhoward@priorityrealestategroup.com

With a copy to:

John Moncure, Esquire
Moncure & Barnicle
P.O. Box 636
Brunswick, Maine 04011
Fax: 207-729-7790
Email: jmoncure@mb-law.com

(b) Buyer:

Michael C Tyler
Sandy River II, Inc.
509 Forest Ave
Portland, Me 04112
Fax: 866-384-4402
Email: mtyler@sandyriver2.com

With a copy to:

Frank A. Appicelli, Esq.
Carlton Fields Jordan Burt
One State Street, Suite 1800
Hartford, CT 06103
Fax: 860-392-5015
Email: fappicelli@cfjblaw.com

(c) Escrow Agent and Title Company:

Jon Nichols, Senior Underwriter
First American Title Insurance Company
100 Pearl Street, 10th Floor
Hartford, Connecticut 06103
Email: jdnichols@firstam.com

Exhibit H
Similar Deed

Exhibit H-1

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

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

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.BL26-27

Issued By:

Moncure & Barnicle
9 Bowdoin Mill Island
Topsham, ME 04086

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

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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

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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 6011400-0744274E

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 A-1

37146874.4

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;

Exhibit C-1

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.

Exhibit F-1

**Environmental Restrictions, Provisions and Conditions
FOST 2011-3 Housing Economic Development Conveyance Parcels
EDC-HSG-MAIN, EDC-HSG-MCKN and EDC-HSG-TPSM
Former Naval Air Station Brunswick, Maine**

- 1. Reservation of Access:** The GRANTOR reserves for itself, USEPA and MEDEP, their officers, agents, employees, contractors, and subcontractors all reasonable and appropriate rights of access to the Transfer Parcels (EDC-HSG-MAIN, EDC-HSG-MCKN, and EDC-HSG-TPSM) for the purpose of monitoring and enforcing these restrictions, provisions, and conditions and for the purposes described below. The right of access described herein shall include the right to conduct tests, investigations, and surveys (including, where necessary, drilling, soil and water sampling, test pitting, boring, soil gas surveys and other similar activities), and to conduct tests or surveys required by the USEPA or MEDEP relating to assessment of environmental conditions on the Transfer Parcels. Such right shall also include the right to conduct, operate, maintain, or undertake any other response as reasonably necessary (including but not limited to soil removals, monitoring wells, pumping wells, and treatment facilities). Any such entry, and all responses, shall be coordinated in advance by GRANTOR, with such coordination including reasonable notice provided to GRANTEE or its successors and assigns, and shall be performed in a manner which eliminates, or minimizes to the maximum extent possible, (i) any damage to any structures now or hereafter located on the Transfer Parcels and (ii) any disruption or disturbance of the use and enjoyment of the Transfer Parcels.
- 2. Federal Facility Agreement:** The Former Naval Air Station Brunswick, Main Base, has been identified as a National Priorities List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. Parcel EDC-HSG-MAIN is located within the NPL site whereas Parcels EDC-HSG-MCKN and EDC-HSG-TPSM are not. The transfer deed, as it currently exists or may be amended, shall not affect the rights and obligations of parties under the Federal Facility Agreement ([FFA] DoN, USEPA, State of Maine, 1990) as applicable to Parcel EDC-HSG-MAIN (including Subparcels A, B, and C). The FFA Section VIII requires that the Navy ensure that any transactions involving interest or right in real property do not impede or impair activities or response actions taken pursuant to the FFA. Therefore, the Navy has provided and the GRANTEE will acknowledge it has received a copy of the FFA through execution of the deed. The Navy will ensure that provisions in the transfer deed address the rights of Navy and regulatory agencies to access the property to conduct environmental studies and investigations and to carry out environmental responses as necessary; contain provisions relating to compliance with applicable health and safety plans; and for operation of any response actions.

3. **Groundwater Use Restriction:** The GRANTEE, its successors, and assigns agree that no groundwater extraction/production supply wells shall be installed or permitted, and that no access to groundwater for dewatering or other purposes shall be permitted on Parcels EDC-HSG-MAIN and EDC-HSG-TPSM without the prior written approval of the Navy and the applicable federal and state regulatory agencies, as appropriate. The groundwater use restriction does not apply to Parcel EDC-HSG-MCKN.

4. **Soil Disturbance Restriction:** The GRANTEE, its successors, and assigns agree that no soil excavation, drilling, digging or other ground-disturbing activities, including disturbance of building slabs, roads and other structures and paved areas, shall be allowed in Parcel EDC-HSG-TPSM at Building 1108 (AOC Area D) or Buildings 1114 and 1099 (AOC Area E) (Figure B-6) without prior written approval of the Navy, and the applicable federal and state regulatory agencies, as appropriate. The GRANTEE, its successors and assigns, or their subcontractors, shall stop all work and notify the Navy immediately if previously unknown contamination, such as, but without limitation, buried debris, stained soil, unusual odors, is discovered on the Transfer Parcels during soil disturbing activity.

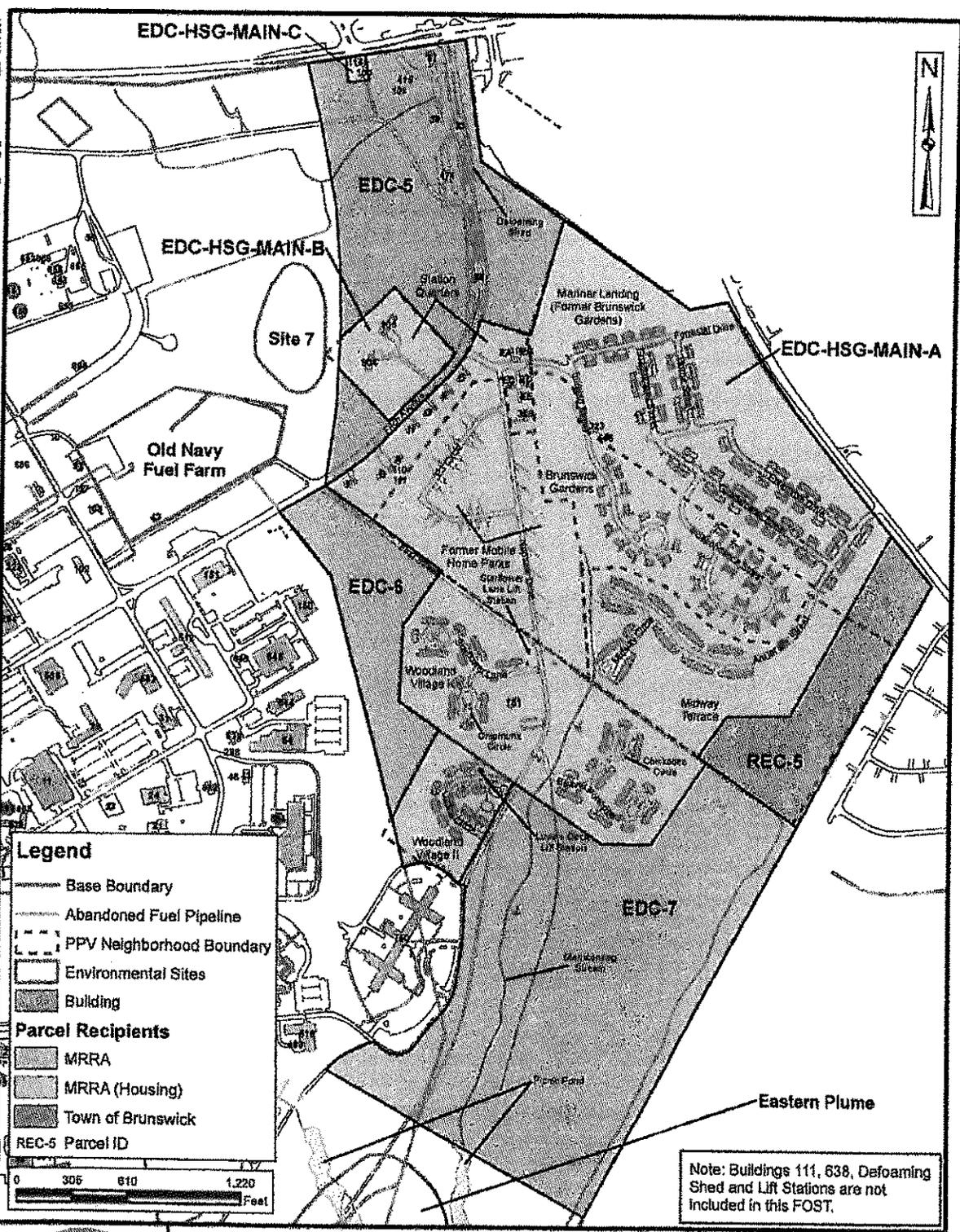
5. **Presence of Asbestos:** The GRANTEE, its successors, and assigns, covenant and agree that they will comply with all federal, state and local laws relating to ACM in their use of any buildings and structures included in this transfer (including demolition and disposal of underground utilities [e.g., steam lines or abandoned fuel pipelines] that may contain ACM wrapping). The GRANTOR assumes no new or further liability as a result of this transfer than it would otherwise have for losses, judgments, claims, demands or expenses, or damages of whatever nature or kind from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with known or unknown ACM from buildings, structures, and underground utilities or pipelines included in this transfer. Due to the potential presence of undiscovered ACM associated with underground utilities or pipelines, any subsurface work performed by the GRANTEE must be conducted in accordance with applicable regulations and conducted by trained, properly-equipped personnel. Any buildings included in this transfer will be transferred "as is" and asbestos hazards in said buildings will become the responsibility of the GRANTEE. The GRANTEE will be required to sign the Asbestos Hazard Disclosure and Acknowledgment Form included as Exhibit D of the FOST prior to execution of the transfer deed.

6. **Presence of Lead-Based Paint:** The GRANTEE, its successors, and assigns agree that they will comply with all federal, state, and local laws relating to LBP in their use of any buildings and structures included in this transfer (including demolition and disposal of existing improvements).

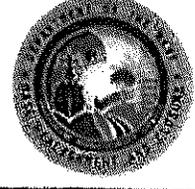
The GRANTOR assumes no new or further liability as a result of this transfer than it would otherwise have for losses, judgments, claims, demands, expenses, or damages of whatever nature or kind from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP from buildings or structures included in this transfer. Any buildings included in this transfer will be transferred "as is" and LBP hazards in said buildings will become the responsibility of the GRANTEE. The GRANTEE will be required to sign the Lead-based Paint Hazard Disclosure and Acknowledgment Form included as Exhibit E of the FOST prior to execution of the transfer deed.

7. **Groundwater Monitoring Wells:** The GRANTOR reserves for itself an easement to certain areas, more fully described in the deed, and located within Subparcel EDC-HSG-MAIN-A, as shown on Figure B-4 and as listed on Table B-9, for (a) the periodic sampling of existing groundwater monitoring wells to satisfy the requirements of the Navy Installation Restoration (IR) and Petroleum Programs and (b) the maintenance or abandonment of the monitoring wells. The GRANTOR shall further have the right, in common with all others entitled thereto, to pass and repass on streets, roadways, and passageways as may exist on the Transfer Parcels and as reasonably necessary to perform periodic sampling and required maintenance of the existing and any future groundwater monitoring wells. The GRANTEE, its successors, and assigns shall be able to use the Transfer Parcels in any manner that does not relocate or otherwise interfere with the integrity, maintenance or continued usefulness of the monitoring wells, or any part or portion thereof without the prior written consent of the GRANTOR. This restriction will be required for as long as the wells are needed to meet the requirements of the Navy IR and Petroleum Programs. If wells become damaged, they will be replaced by the Navy and the cost will be borne by the GRANTEE or its successors and assigns.
8. **Other Land Use Controls:** The GRANTEE, its successors, and assigns agree that they will comply with provisions for all existing or future Land Use Controls established for sites on the former NASB as part of CERCLA Records of Decision and Remedial Design documents, or Petroleum Program or other environmental decision documents.

G:\1. WABO_FOST_2011_3_FIGB-3.MXD REC 07/14/11



Note: Buildings 111, 638, Deforming Shed and Lift Stations are not included in this FOST.



PARCEL MAP
FOST 2011-3 MAIN BASE PARCELS
REC-5, EDC-5, EDC-6, EDC-7, EDC-HSG-MAIN-A, B, C
FORMER NAVAL AIR STATION BRUNSWICK
BRUNSWICK, MAINE

SCALE AS NOTED	
FILE	
G:\1. WABO_FOST_2011_3_FIGB-3.MXD	
REV	DATE
0	07/14/11
FIGURE NUMBER	
B-3	

**BRUNSWICK PLANNING BOARD
MEETING MINUTES
MAY 27, 2015**

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

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

A meeting of the Brunswick Planning Board was held on Tuesday, May 27, 2015, in the Meeting Room, 2nd floor, 85 Union Street. Chair Charlie Frizzle called the meeting to order at 6:30 P.M.

1. Case # 15-017 Medical Office Building: Tabled by the Planning Board at their May 12th Meeting. The Board will review and take action on a combined Sketch / Final Major Review application submitted by Smiling Sailboat Holdings, LLC, for the proposed development of a 5,084 sf office building, a 33-space parking lot, and associated site improvements, on a 1.06-acre lot located at 84 Baribeau Drive, in the Residential 4 (Meredith Drive – West McKeen Street) Zoning District, within the Medical Use Overlay Zone. Assessor’s Map 22, Lot 31.

Charlie Frizzle stated that quite a bit has happened since this application was tabled. With respect to the confusion and conflict between the Zoning Ordinance and the Cooks Corner Design Standards, Charlie said that the Town Attorney confirmed that despite the conflict, the Board has to refer to the Zoning Ordinance. Having said that, Charlie pointed out that the applicant has asked for a waiver of this portion of the Cooks Corner Design standards that deal with having to have an active door on the major street it faces; the applicant has supplied an elaborate justification for the waiver. Charlie said that Planning staff recommends that the Board grant the waiver only if the applicant is willing to put a structure on the east side that appears like a faux door to improve the appearance of the building from the Baribeau Street view.

Applicant Project Engineer, Eric Emery reviewed the proposed layout and stated that in discussions with Anna Breinich, if there is a way to take the double sided windows in the middle and adding either a canopy or a portico columns to help define an entry way, they will. Michael School agreed and stated that this seems like a reasonable way to accomplish this faux door and added that they do not want to make the faux door look too much like an entry way as the rooms will be patient rooms. Soxna Dice likes the illustration passed around because it makes the building more inviting but not misleading. Margaret Wilson stated that the letter submitted by Eric Emery dated May 19th very much addresses her concerns from the previous meeting. Soxna replied that she appreciates that the letter clearly addresses each of the points for the waiver. Dale King asked if the ADA parking meets the number of spaces required and Jeremy Doxsee replied that it does. Richard Visser asked about a bike rack and Charlie replied that they will be putting a bike rack in. Margaret asked about trash disposal and Michael replied that trash will be scheduled for the days that they do not see patients.

**MOTION BY DALE KING THAT THE MAJOR DEVELOPMENT REVIEW
COMBINED SKETCH AND FINAL SITE PLAN ARE DEEMED COMPLETE.
MOTION SECONDED BY BILL DANA AND APPROVED UNANIMOUSLY.**

Charlie Frizzle opened the meeting to public comment. No comment made, public comment closed.

Charlie Frizzle suggested updating the stormwater Condition per the Sebago Technics Memo dated May 21, 2015. Charlie pointed out that that the traffic engineer, William Eaton, has stated that there will be no traffic impact and will not have any level of roadway impact and will not need a Condition of Approval.

**MOTION BY BILL DANA THAT THE BOARD WAIVE THE FOLLOWING
REQUIREMENTS:**

1. Profile, cross-section dimensions, curve radii of existing streets.
2. Class A High Intensity Soil Survey.
3. Show all trees over 10 inches in diameter.
4. Cook’s Corner Design Standards, Buildings and the Street, Entranceways, stating “All sides of a principal building that directly face an abutting street shall feature at least one customer entrance.”
 - a. Conditionally granted upon provision of a “faux” entranceway, side porch or other appropriate design treatment being placed on the building side facing Baribeau Street, to the satisfaction of the Director of Planning & Development.

MOTION SECONDED BY DALE KING, APPROVED UNANIMOUSLY.

Richard visser noted that the town arborist has made some suggestions for buffering.

**MOTION BY SOXNA DICE THAT THE MAJOR DEVELOPMENT COMBINED
SKETCH AND FINAL SITE PLAN APPLICATION 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. Prior to issuance of the building permit, the Town’s consulting engineer shall confirm that the stormwater management plan is complete and adequate.

3. Prior to the commencement of construction, the applicant shall obtain a street opening permit and an entrance permit from the Department of Public Works.
4. Prior to issuance of a building permit, the Town Arborist shall approve the landscaping plan.
5. Prior to issuance of a building permit, provision of an architectural rendering and amended site plan showing a “faux” entranceway, side porch, or other appropriate design treatment being placed on the building side facing Baribeau Drive, to the satisfaction of the Director of Planning & Development.
6. Prior to issuance of a building permit, the applicant shall show proof of payment of the solid waste impact fee of \$585.77.

MOTION SECONDED BY RICHARD VISSER, APPROVED UNANIMOUSLY.

2. Case # 15-020 Brunswick Landing Subdivision Phase 2: The Board will review and take action on a Sketch Major Review Subdivision application submitted by the Midcoast Regional Redevelopment Authority for the proposed creation of seven (7) new lots, a proposed roadway providing access from Orion Street, and associated stormwater utilities. The project is located off of Orion Street in the BNAS Reuse District, within the Business & Technology Industries Land Use District. Assessor’s Map 40, Lots 55 & 81.

Jeremy Doxsee reviewed the project summary for phase II of the Brunswick Landing Subdivision and said that this application was before the Staff Review Committee on May 20th, these notes are included in packet materials. Jeremy said the major discussion at the Staff Review meeting was whether this private road will be suitable for the town in the future; the Town Engineer will need to determine this.

Yan Wiegman, from Write-Pierce, stated that the project consists of 9.2 acres of land that is south of the previous subdivision on Orion Street. Yan said that there are three buildings on this site currently. One business is New England Tent Awning, one is Frostys Donuts and one is not leased. Due to the lot configurations, Yan said that they have created the roadway off Orion Street and will access all 7 lots. The roadway is a 60 foot right-of-way with a 26 foot road with a hammerhead turnaround at the end; they feel that the hammerhead may be temporary as they are still awaiting land from the Navy. Yan said that lots range from 1 to 2 acres with no particular use in mind and pointed out that the site currently has sewer, natural gas and water and will extend the services. In order to meet stormwater requirements, Yan said that the best solution would be to make the road out of porous pavement and filter the water below the pavement; where it is anticipated to be a generally light use, they felt that this was the best way to treat the water. Yan said that Jeremy Doxsee had mentioned that when reviewing the private road variations there were some differences if it were to become a public road and that basically it comes down to the lack of the radii needed and the reverse curve. Charlie Frizzle added that there is also a provision that you are not allowed to access a building at the hammerhead. Charlie asked if the lots will be leased or sold and stated that it matters only because a

maintenance agreement will need to be made to make sure that everyone carries their share of road maintenance. Yan replied that there is a road maintenance agreement that they envision will be carried on. Soxna Dice asked for clarification on how the sand will behave on porous asphalt. Yan replied that sanding will not be needed as much because any water that comes upon it will drain away. Yan said that the maintenance that will need to be done will be vacuuming of the street and soils below the asphalt will need to be checked to make sure that they are draining properly. Jeremy Evans asked about durability of the road as it pertains to trucks. Yan replied that they feel that the durability will be comparable to regular pavement.

MOTION BY SOXNA DICE THAT THE BOARD DEEM THE SKETCH PLAN TO BE COMPLETE. MOTION SECONDED BY DALE KING, APPROVED UNANIMOUSLY.

Chair Charlie Frizzle opened the meeting to the public comment, no comment made and the public comment period was closed.

MOTION BY MARGARET WILSON THAT THE BOARD APPROVES THE SKETCH PLAN. MOTION SECONDED BY BILL DANA, APPROVED UNANIMOUSLY.

3. Zoning Ordinance Rewrite Committee Update

Anna Breinich stated that the next meeting is scheduled for next Thursday at 9:00.

4. Approval of Minutes

No minutes were reviewed at this meeting.

5. Other

No other business.

Adjourn

This meeting was adjourned at 7:16 P.M.

Respectfully Submitted,

Tonya Jenusaitis

Recording Secretary

**BRUNSWICK PLANNING BOARD
MEETING MINUTES
JUNE 9, 2015**

MEMBERS PRESENT: Chair Charlie Frizzle, Bill Dana, Soxna Dice, Jeremy Evans, Dale King and Richard Visser

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

A meeting of the Brunswick Planning Board was held on Tuesday, June 9, 2015, in Council Chambers, 85 Union Street. Chair Charlie Frizzle called the meeting to order at 7:00 P.M.

1. Case # 15-024 Gelato Fiasco Expansion: The Board will review and take action on a combined Sketch - Final Major Development Review application submitted by Great Falls Construction for the proposed construction of a 5,400 sf addition to the existing manufacturing and warehouse facility, a 22-space parking lot, loading docks, and associated site improvements. The project is located at 2 Industry Road in the Business and Industry 1 (I1) Zoning District. Assessor's Map U07, Lot 66.

Jeremy Doxsee introduced the application for a combined Sketch-Final Plan for the construction of a 5,400 sf, two-story addition to the existing manufacturing and warehouse facility for the Gelato Fiasco along with a 22-space parking lot, loading docks, and associated site improvements. Jeremy pointed out that the Staff Review Committee reviewed this application at their May 27th meeting; these notes are included in the packet materials.

Norm Chamberlain with Walsh Engineering, applicant representative, reviewed the plan and stated that this project will provide them room for warehousing with a little bit of extra manufacturing and will allow for better loading and shipping. Norm said that they are adding a 10 foot wide sound mitigation / fence in the back to help alleviate noise and have been working with the neighbors to fix sound issues. They are ADA compliant throughout the structure and are adding a 22 car parking lot to include 1 handicapped space and will be providing a bike rack by the dumpster. Traffic is not anticipated to change with the exception of delivery changing from 3 a week to 5 and shipping from 2 a week to 3. Norm said that landscaping is proposed to be placed around the front of the building and that they will be adding a few trees by the loading dock and in the back for added screening. Lighting will be LED wall packs and will all cut off with no light spill over. Stormwater has been reviewed by Sebago technics and they will have a grass infiltration dumping into a new catch basin.

Soxna Dice pointed out that listed in the Conditions of Approval by the Board, that items 1-8 listed in the Sebago Technics memo be addressed and asked if this has been done yet. Norm Chamberlain replied that most of the issues have been addressed and pointed out that included in the packet is a letter from him addressing these issues. Norm said that the outstanding issue is a test pit in the soil filter to evaluate the filtration of the groundwater, this test pit will address

condition number 3 in the Sebago memo. Soxna asked what the level the water would have to be and Norm replied that if the water level was too high they would have to put the liner back. Soxna asked what the exact measurement was and Charlie Frizzle replied that the condition the Board is being asked to approve is that the applicant will satisfy the Town Engineer and not the specifics. Soxna stated that she was unhappy with the wording on the Sebago Technics condition number 1 even though Sebago Technics has stated that overflow in the parking lot is acceptable. Soxna clarified that the Town Engineer would have to find that the statements listed by Sebago Technics are adequately addressed by the applicant.

With respects to condition number 2 by Sebago Technics, Soxna Dice asked if the current rate of soil medium has been addressed. Norm Chamberlain said that it has been addressed. Soxna asked if the conditions listed by Sebago that have been addressed could be removed from the Findings of Fact Condition number 2. Charlie Frizzle replied that he would prefer the condition of approval remain as is to ensure that all 8 Sebago Technics conditions are satisfied by the Town Engineer. Anna Breinich asked Norm if Jim Seymour from Sebago Technics has reviewed the changes that the applicant has made. Norm replied that he has and stated that Jim wrote a letter to Jeremy Doxsee and himself stating that he wants the applicant to change the soil filter and also wants the owner to write something stating the he understands the parking lot may flood and that it is not due to anything the Town has done. Anna asked Norm if he has any issues with the way the Condition of Approval is worded and Norm replied that he does not. Bill Dana pointed out that included in the packet materials is a letter from the Town Engineer stating that he does not have issues with a lot of what Sebago Technics has listed. Soxna stated that she feels that if these Conditions of Approval are going to be legally binding then they should be tightened up. Charlie replied that the wording for condition number 2 in the Conditions of approval will remain as is. With respects to conditions 6, 7 and 8, Soxna noted that she feels that they too need more detail.

Dale King asked what time of day they intend to have their deliveries. Norm Chamberlain replied that they will not be at night. Dale asked what type of material the sound barrier is made of and Norm replied that it will be wooden and looks like a fence. Richard Visser asked what exactly Sebago Technics is looking for in their conditions and noted that they seem more like comments then a condition. Jeremy Doxsee replied that he has asked the consultant that in the future they list what will be required for conditional approval by the Planning Board.

Charlie Frizzle opened the meeting to public comment, hearing none, the public comment period was closed.

**MOTION BY BILL DANA THAT THE MAJOR DEVELOPMENT REVIEW
COMBINED SKETCH AND FINAL SITE PLAN BE DEEMED COMPLETE. MOTION
SECONDED BY DALE KING, APPROVED UNANIMOUSLY.**

**MOTION BY RICHARD VISSER THAT THE BOARD WAIVES THE FOLLOWING
REQUIREMENTS:**

1. Profile, cross-section dimensions, curve radii of existing streets.

2. Class A High Intensity Soil Survey.

MOTION SECONDED BY SOXNA DICE, APPROVED UNANIMOUSLY.

MOTION BY DALE KING THAT THE MAJOR DEVELOPMENT COMBINED SKETCH AND FINAL SITE PLAN APPLICATION 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. Prior to issuance of the building permit, the Town's consulting engineer shall confirm that comments # 1-8 in the memo by Sebago Technics dated June 1, 2015, have been adequately addressed.
3. Prior to the commencement of construction, the applicant shall obtain a street opening permit from the Department of Public Works.
4. Prior to issuance of a building permit, the Town Arborist shall approve the landscaping plan.

MOTION SECONDED BY RICHARD VISSER. MOTION APPROVED BY CHARLIE FRIZZLE, BILL DANA, JEREMY EVANS, DALE KING AND RICHARD VISSER. MOTION DENIED BY SOXNA DICE. MOTION APPROVED 5-1.

2. Workshop: Case # 14-038, Lot 6 at Brunswick Landing: The applicant, Priority Real Estate Group, has requested a workshop with the Planning Board to discussed proposed changes to the previously approved (January 13th, 2015) Sketch Plan Major Development Review application, for the 5.6-acre property 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.

Tom Saucier with Site Designs reviewed the proposed changes stemming from the previously approved plan for Lot 6. Richard Visser stated that he is happy with the improved traffic flow, but asked what will occur if the parking lot is full and they cannot enter the one way. Tom replied that this is a good point and suggested that they leave one parking slot reserved for turning around. Anna Breinich asked if the dumpster could be moved to the back.

Chair Charlie Frizzle opened the workshop to public comment. No comments made and the public comment period was closed.

This concluded the Boards discussion of this project.

3. Zoning Ordinance Rewrite Committee Update

Anna Breinich stated that the next meeting is scheduled for June 10th in room 206 at 5:30 P.M. and they will begin reviewing mapping.

4. Approval of Minutes

No minutes were reviewed at this meeting.

5. Other

No other business.

Adjourn

This meeting was adjourned at 7:50 P.M.

Respectfully Submitted,

Tonya Jenusaitis

Recording Secretary

**BRUNSWICK PLANNING BOARD
MEETING MINUTES
JUNE 23, 2015**

MEMBERS PRESENT: Chair Charlie Frizzle, Vice Chair Margaret Wilson, Soxna Dice, Jeremy Evans, Dale King and Richard Visser

STAFF PRESENT: Director of Planning and Development, Anna Breinich

A meeting of the Brunswick Planning Board was held on Tuesday, June 23, 2015, in Council Chambers, 85 Union Street. Chair Charlie Frizzle called the meeting to order at 7:00 P.M.

1. Case # 15-026: 31 Bath Road - Special Permit: The Planning Board will hold a Public Hearing and then review and take action on a Special Permit application submitted by Greg & Peter Leonard, for the conversion of a vacant building into a mixed use building, including the creation of an apartment unit, which requires a special permit in the HC2 Zoning District. Located at 31 Bath Road in the Highway Commercial 2 / Inner Bath Road (HC2). Assessor's Map U03, Lot 3.

Anna Breinich introduced the application for a new apartment and medical office building, mixed use project, which requires a Special Permit. Anna stated that both of the uses are permitted, but require a Special Permit when placed together. Anna reviewed the requirements for a special Permit for members of the Planning Board who have not yet encountered a Special Permit application.

The applicant, Peter Leonard, stated that part of his business plan is to take the current vacant building and create three medical use rooms and an open basement efficiency apartment.

With regards to the parking line, Charlie Frizzle pointed out that the GIS map and the photos provided are very different. Anna Breinich replied that the line is correct in the photos provided to the Board on 6/22/15. Margaret Wilson asked if the applicant had any plans for the back buildings and Peter Leonard replied that at the moment they are focusing on the front building. Anna noted that the applicant will need to come back before the Board if they decide to do something other than storage in the back buildings as parking would be an issue. Peter Leonard said that in the past, the back buildings had been used for woodworking and asked if this would be an acceptable use. Anna replied that if it is an accessory use, it should be ok, but that she would need to confirm this. Charlie replied that he is ok with the accessory use and advised the applicant to touch base with the Codes Enforcement Officer for approval. Greg Leonard, applicant, clarified that he provided the parking photos and said that he used the lot pins. Margaret clarified that the traffic will be pull in parking and to leave the patrons will need to back out. Richard Visser asked if the applicant will be providing a bike rack and pointed out the Board has been fairly consistent with require them. Anna replied that staff did not require a bike rack given that there is no bike lane or sidewalk. Decision among members to require a bike rack as a Condition of Approval. Greg replied that they can place the bike rack in the back.

Chair Charlie Frizzle opened the meeting to public hearing. No comments made and the public hearing was closed.

MOTION BY DALE KING THAT THE SPECIAL PERMIT APPLICATION IS DEEMED COMPLETE. MOTION SECONDED BY SOXNA DICE, APPROVED UNANIMOUSLY.

MOTION BY RICHARD VISSER THAT THE SPECIAL PERMIT 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. In the event the rear building, which is currently vacant, is occupied and used for anything other than storage, the applicant shall return to the Planning Board for an amended special permit.
3. The applicant shall locate a bike rack to the rear of the structure.

MOTION SECONDED BY JEREMY EVANS, APPROVED UNANIMOUSLY.

2. Case # 14-034: 10 Round Hill Lane – Special Permit: The Planning Board will hold a Public Hearing and then review and take action on a Special Permit application submitted by Ian Talmage, for proposed seasonal weekend rentals of their property for weddings. Located at 10 Round Hill Lane (off of Casco Road), in the Coastal Protection 1 (CP1) Zoning District. Assessor's Map 21, Lot 20.

Anna Breinich introduced the Special Permit application for seasonal weekend rentals of the property owned by Ian Talmage and Jennifer Banis for weddings. Anna stated that a site walk was conducted and music was provided while members were meeting as an opportunity to hear the music within this district. Anna pointed out that this use is an omitted use and requires a Special Permit and stated that there are no permanent structures being proposed for this site.

Applicant, Ian Talmage, stated that he and his wife Jennifer Banis are proposing to hold weekend weddings at this site throughout the summer. Ian stated that some of the concerns were noise and parking, Ian said that he did go around the property with a sound meter and has included in the application noise levels. Ian said that they would require a contract with the bride and groom to keep the sound within the ambient level. With regards to parking, Ian said that guests will be

shuttled into the location with 10 parking spaces for the caterers and special needs; this would also be part of the contract with the bride and groom. Richard Visser asked about lighting. Ian replied that the guests will need to rent a tent and that most tents have lighting. Richard asked about cooking facilities and Ian replied that nothing would be cooked on site. Soxna Dice pointed out that in the application materials it was stated that the applicant may do some of the catering and asked if they have a septic field. Ian replied that they do have a septic field and have included in the packet materials their septic test which states the septic is working. Ian noted that the caterers will not be using their kitchen for clean-up and that there will only be light water usage. Dale King asked if there would be any live entertainment. Ian replied that most guests lean towards more ambient over loud music in this setting, but noted that there is an end of music at 10:00 P.M. Margaret asked what the sound levels are in the ordinance and Charlie replied that it is 50 decibels daytime and 40 decibels after 8:00P.M. in the rural areas. Margaret asked Ian if he agreed that the decibel information that he provided was over the allowable limit. Charlie noted that the decibel level was taken from a phone application and the decibel information provided should not be a decision making factor. Richard stated that he had a hard time with the parking, shuttle and coordination. Ian replied that there are a number of ways that the couple can handle the shuttle information and they would have staff at the farm to direct parking. Dale King asked about day weddings. Ian replied that there are definitely weddings that could occur during the day.

Chair Charlie Frizzle opened the meeting to public hearing.

Pembroke Schaeffer, resident of 90Crestview Lane, said that he is concerned with the parking given the condition of the driveway and cannot imagine where the parking would be especially if you allow a tent and field kitchen. In addition, having to back out onto Casco Road can create a pretty hazardous condition for those being directed to park in-town. Mr. Schaefer reviewed economic projections provided by the applicant as well as the economic projections for the Downeaster and stated that the problem with formulaic equations is that they don't take into consideration everyday life; does not believe that this forecasted income is enough justification for the permit. Mr. Schaefer stated that he looks at this use as a service business not entertainment as directed by Planning staff. Mr. Schaefer asked who would enforce and achieve the conditions set forth. Mr. Schaefer said that sound is hard to understand, and carries in very different ways in this area and feels that this needs to be taken into consideration. With respect to having made a significant investment into this idea, this should also not be a decision factor. Mr. Schaefer said that "this is an inappropriate use, this is entirely inconsistent with coastal protection zoning and the rural agricultural residential uses" that are around this area.

Robert Elder, resident of 82 Casco Road, said that he is opposed to this because of the noise issue and the confusion surrounding noise levels. Mr. Elder is concerned with the transportation issue between shuttling and backing out of the driveway. Mr. Elder is concerned with the wetlands and the Coastal protection Zone green belt.

Bruce Cohern, resident of Granite Farm, agrees with Mr. Schaefer and Mr. Elder and stated that weddings are supposed to be fun, but he too is concerned with the noise. Mr. Cohern stated that there were weddings last summer where the noise was very loud and there were people

piking in the road. Mr. Cohern stated another big issue is parking and speed on Casco Road. Mr. Cohern asked how they would control the noise from the people staying at the house and with respects to economic impact, this could impact property values in the surrounding area.

Dave Collins, owner of adjacent property, said that he agrees with what has been discussed and pointed out that music is one thing, but with several hundred people, just the conversation will be loud. Mr. Collins hopes that the Board denies this application.

Mike Samson, resident of 46 Casco Road, supports the previous comments and stated that his particular concern is the noise. Mr. Samson said that last year there were two events at this location and thinks that the noise after the party will be more difficult to control. Mr. Samson said that allowing this permit will decrease the value of the lives of the neighboring residents who live in this area. Mr. Samson said that he does not see the financial benefit of having weddings at this location.

Debbie Scott, owner of 93 Casco Road, agrees with the previous statements and believes that the language and noise of the afterhour's guests will be a big concern.

Beth Yealder, resident, stated that her main concern is noise and control of the noise. Beth said she lives in this area for a reason and likes her peace and quiet.

Jennifer Banis, applicant, apologized for the two events last summer and stated that in hindsight, having gone through this process, she would have made sure to do the right thing and be onsite to prevent issues. Jennifer said that when they bought the property they believed that they could build on the source to table idea as Crystal Spring Farms is a quarter of a mile away, has live music, no outhouses and hundreds of people every Saturday, but in a more controlled environment. Jennifer said that they respect the neighbors and quality of life and appreciates this opportunity.

Mr. Schaefer stated that from the concerns voiced, it is clear that it is not just the noise issue, but the parking, driving after the party, noise from casual conversation and the safety of backing out of the driveway.

Chair Charlie Frizzle closed the public hearing.

MOTION BY SOXNA DICE THAT THE SPECIAL PERMIT APPLICATION IS DEEMED COMPLETE. MOTION SECONDED BY RICHARD VISSER, APPROVED UNANIMOUSLY.

MOTION BY DALE KING THAT THE SPECIAL PERMIT IS DENIED BASED ON OBJECTIVE ANALYSIS OF THE CRITERIA LISTED FOR THE RURAL COASTAL PROTECTION AREA AND SECTION 701.2 OF THE ZONING ORDINANCE. MOTION SECONDED BY SOXNA DICE AND DENIED UNANIMOUSLY.

3. Case # 15-025 Request for Subdivision Approval Extension - Moody Road Subdivision Section 1: Harold & Barbara Sandelin, in partnership with property owner Joseph Klocek are

requesting the Board extend its Subdivision Approval per Section 407.4.A of the Zoning Ordinance for the development of 8 lots on a new road in the Farm and Forest 1 (FF1) District.

Anna Breinich stated that this subdivision has been around for a while and that the first approval was granted in July, 2005. This subdivision has gone through one plan approval extension in 2010. Anna said that the plan is not changing and that the applicant is looking forward to moving forward with this project.

The Curt Neufeld, applicant representative, reiterated that this is for a reapproval of the subdivision. Richard Visser asked if any of the previous condition had been met. Anna Breinich replied that they have listed the conditions again to reassure that everything is met.

Chair Charlie Frizzle opened the meeting to public comment. Hearing none, the public comment period was closed.

MOTION BY MARGARET WILSON THAT THE MAJOR DEVELOPMENT REVIEW SUBDIVISION PLAN IS EXTENDED WITH THE FOLLOWING CONDITIONS:

Motion 1:

1. All conditions of approval from the July 26, 2005 approval remain in effect, as follows:

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, their 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 shall require review and approval in accordance with the Brunswick Zoning Ordinance.

2) That, prior to issuance of a building permit, the Solid Waste Impact fee of \$2,068.48 shall be paid.

3) That the recommendations of the Recreation Commission shall be implemented and that any impact fee recommended by the Commission is hereby assessed and shall be paid prior to issuance of a building permit.

4) That, prior to start of construction, five paper copies of a revised subdivision plan, satisfactory to the Director of Planning and Development, shall be submitted that: 1) complies with the maximum dead-end road length standard, 2) depicts all jurisdictional streams and their associated NRPZ setbacks, 3) shows a note stipulating that any additional clearing, filling, grading or building within any wetland area shall constitute an amendment to the subdivision plan and shall require prior local, state and Federal review and approval and, 4) shows a property boundary between the land retained by the applicant and the land to be conveyed to the homeowners association.

5) That, prior to the start of construction, the applicant shall provide an executed conservation easement, satisfactory to the Conservation Commission and Town Attorney, for the proposed open space areas. Should the Town Council not accept the conservation easement, the open space in question shall otherwise be protected with deed covenants satisfactory to the Town Attorney in accordance with Section 523.4 of the Brunswick Zoning Ordinance.

6) That the written recommendations of the Town Engineer shall be implemented and that, should those recommendations require plan revisions, three paper copies of those revised plans, satisfactory to the Town Engineer, shall be submitted.

7) That, prior to issuance of a building permit, a landscape plan, satisfactory to the Director of Planning and Development, shall be submitted, to provide screening of the new road from abutting properties along its first 350 feet.

8) That, prior to the sale of Lot 8, the applicant shall provide evidence, satisfactory to the Codes Enforcement Officer, of two passing test pits on that lot.

SECONDED BY SOXNA DICE, APPROVED UNANIMOUSLY.

4. Zoning Ordinance Rewrite Committee (ZORC) Update

Anna Breinich updated that Board and reviewed the upcoming meeting schedule.

5. Approval of Minutes

MOTION BY DALE KING TO APPROVE THE MINUTES OF MAY 5, 2015. MOTION SECONDED BY SOXNA DICE, APPROVED UNANIMOUSLY AMONG THOSE PRESENT.

6. Other

- Site walk for Spruce Meadows; Anna to schedule.

Adjourn

This meeting was adjourned at 8:26 P.M.

Respectfully Submitted,

Tonya Jenusaitis

Recording Secretary

**BRUNSWICK PLANNING BOARD
MEETING MINUTES
JULY 7, 2015**

MEMBERS PRESENT: Chair Charlie Frizzle, Vice Chair Margaret Wilson, Bill Dana, Jeremy Evans, Dale King and Richard Visser

STAFF PRESENT: Director of Planning and Development, Anna Breinich

A meeting of the Brunswick Planning Board was held on Tuesday, July 7, 2015, in the Meeting Room, 2nd floor, 85 Union Street. Chair Charlie Frizzle called the meeting to order at 7:00 P.M.

Case # 15-028: Wood Pond Village Subdivision, Phase II Reapproval: The Planning Board will review and take action on an application for reapproval of the Wood Pond Village Phase II (Lots 17-25) Subdivision, originally approved as a phased subdivision on March 20, 1995. The application was submitted by Coastal Building and Investments, LLC, as stipulated in a consent agreement, dated 7/22/2010, between the Town of Brunswick and the developer, requiring subdivision reapproval by 7/15/2015. The subdivision abuts Ledgewood Road and is located in the Farm and Forest 1 (FF1) Zoning District. Assessor's Map 23, Lot 44.

Anna Breinich introduced the application for a reapproval of the Woodpond Phase II Subdivision and stated that this is part of the compliance agreement between the Town of Brunswick and the developer at the time of approval. Anna said that the consent agreement stated that the applicant needed to go through reapproval for Phase II, Lots 17-25. Anna stated that other parts for the consent agreement are in the works.

Charlie Frizzle asked if staff has reviewed the Zoning Ordinance for changes within the subdivision zone. Anna Breinich replied that that they have and there are no zoning changes. Margaret Wilson asked if any of the houses in Phase I have been built. Charlie replied that some have. Margaret asked Anna to update the Map and Lot numbers as they currently stand.

Chair Charlie Frizzle opened the meeting to public comment.

David Martalla, asked to view a copy of the plan. Anna Breinich provided David with a copy of the affected area.

Chair Charlie Frizzle closed the public comment period.

MOTION BY BILL DANA THAT THE WOOD POND VILLAGE SUBDIVISION PHASE II APPROVAL IS EXTENDED UNTIL JULY 15, 2020 WITH THE FOLLOWING CONDITION:

1. All agreed upon conditions of the July 22, 2010 Consent Agreement between the Town of Brunswick and Robert Cole, developer, now a principal of Coastal Building and Investments, LLC, shall be completed as stipulated. Should the 2010 agreement be revised and accepted by both parties, those agreed upon conditions shall then apply.

SECONDED BY MARGARET WILSON, APPROVED UNANIMOUSLY.

2. Zoning Ordinance Rewrite Committee Update

No update given at this time.

3. Approval of Minutes

MOTION BY MARGARET WILSON TO APRIL 14, 2015. MOTION SECONDED BY BILL DANA, APPROVED UNANIMOUSLY AMONG THOSE PRESENT.

MOTION BY RICHARD VISSER TO APPROVE THE MINUTES OF AND MAY 12, 2015. MOTION SECONDED BY MARGARET WILSON, APPROVED UNANIMOUSLY AMONG THOSE PRESENT.

4. Other

No other business.

Adjourn

This meeting was adjourned at 7:16 P.M.

Respectfully Submitted,

Tonya Jenusaitis

Recording Secretary